

SALE DEED

This Deed of Sale made and executed on this the.....day of
(Two thousand).

BY

1. METRO GARDEN ESTATE PVT. LTD., a private limited company incorporated under the Indian Companies Act, represented by its Managing Director, Sofia Firdous, aged about 28 years, D/o Mohammad Moquim, resident At: Saidani Bagicha, P.O: Tulsipur, P.S.: Lalbag, Town / District: Cuttack having its registered office at - Metro River View Complex, Sunshine Field (East), Kathajodi Ring Road, P.S.: Purighat, Town / District : Cuttack and by profession – Business, By Caste- Muslim. PAN No. No.ABAPF3484C herein after referred to and described as the **Vendor** which expression shall mean and include its legal successors / executors / administrators and assigns of the party of the **First PART**.

2. Smt. Pramila Jena, aged about 46 years, wife of Sri Babuli Jena, resident of Belapara, PS- Jatani, Dist- Puri, by caste: Khandayat.

3. Sri Babuli Jena, aged about 55 years, son of Brahmachari Jena and **Sri Brahmachari Jena**, aged about 90 years, S/o Late Gopala Jena, resident of Kholadwara, PS- Jatani, Dist- Puri, by caste: Khandayat.

4. Sri Sri Dwija Jena, aged about 69 years, son of Late Bala Jena, resident of – Belapara, P.S: Jatani, Dist: Khordha and by profession – Farmer, By Caste- Khandayat.

herein after collectively referred to and described as **Vendors** which expression shall mean and include their legal heirs/ successors / executors / administrators and assigns of the party of the **First PART**.

Vendor No. 2 – 4 are represented by their constituted attorney Sofia Firdous, aged about 28 years, D/o Mohammad Moquim, Managing Director, Metro Garden Estate Pvt. Ltd. resident At: Saidani Bagicha, P.O: Tulsipur, P.S.: Lalbag, Town / District: Cuttack having its registered office at - Metro River View Complex, Sunshine Field (East), Kathajodi Ring Road, P.S.: Purighat, Town / District : Cuttack

IN FAVOUR OF

....., aged about years, D/o, resident At: and by profession –, By Caste- PAN No.

No..... herein after referred to and described as the **purchaser**/vendee which expression shall mean and include its legal successors / executors / administrators and assigns of the party of the **SECOND PART**.

Valuation **Rs...../-** (Rupees) only being the consideration amount settled by and between the parties.

WHEREAS

The genesis of title of Vendor No.1, shortly stated is that Sri Haramohan Mohapatra & Sri Kali Kinkar Mohapatra were the absolute and indefeasible owners of a piece and parcel of land covered under Hal Khata No.635, Hal plot No.179 area Ac 0.135 dec.. The aforesaid land corresponds to Sabik Khata No. 212, Plot No.423, area Ac 0.135 dec.. The land is situated in mouza Kholadwar within Jatani PS.

WHEREAS

It is further trite to state here that originally the land belongs to one Chema Mohapatra, S/o Late Dinabandhu Mohapatra who had purchased the said land from one Kunja Jena, s/o Late Nanda Jena under Regd. Sale Deed No.6062 dated 09.06.1969. After the death of Chema Mohapatra the land had been divided between his legal heirs by an amicable partition effectuated on dated 02.06.2001. Under the said amicable partition the land in question had been allotted in favour of Ghanshyam Mohapatra, s/o Chema Mohapatra. After the death of Ghanashyam Mohapatra the land had been further divided between his legal heirs namely Sri Haramohan Mohapatra, Sri Balakrushna Mohapatra, Sri Rabindra Mohapatra & Sri Kabindra Mohapatra under an amicable partition dated 19.10.2005. It is relevant to state here that in the amicable partition Haramohan Mohapatra had been allotted a piece and parcel of land having an extent of Ac 0.063 dec. and Sri Balakrushna Mohapatra had been allotted a species of land having an extent Ac 0.072 dec as their share from the said Sabak Plot No.423.

AND WHEREAS

From the Sabik Plot No.423 Balakrushna Mohapatra had sold an area of Ac 0.072 dec in favour of Kali Kinkar Mohapatra, s/o Haramohan Mohapatra vide Regd. Sale Deed No.2729 dated 19.10.2005 with the consent of Sri Haramohan Mohapatra and Sri Kabindra Mohapatra. There is also another consent deed No.1506 dated 31.05.2006 executed by Sri Rabindra Mohapatra in favour of Sri Kali Kinkar Mohapatra. Accordingly in the settlement ROR the total area of 0.135 dec. had been recorded under Hal Khata No.635, Hal plot No.179 which corresponds to Sabik Khata No.212, Sabik plot No.423 area Ac 0.135 dec. jointly recorded in the name of Haramohan Mohapatra, S/o Late Ghanashyam Mohapatra &

Kali Kinkar Mohapatra, S/o Haramohan Mohapatra who were the absolute and indefeasible owners of the said piece and parcel of land.

AND WHEREAS

The land owner Pramila Jena is the owner of a piece of land covered under Hal Khata No. 328, Hal plot no. 135, having an area of Ac 0.360 decimals corresponds to Sabik Plot No.409 of Sabik Khata No.214. Aforesaid land is classified as sarada non-irrigated agricultural land-II situated in Mouza Kholadwara, under P.S.Jatani P.S.No-05. As per the record of right prepared and published dated 20th September 2013 by the Settlement Authorities under the Odisha Survey and Settlement Act. The recorded tenant Smt. Pramila Jena had purchased the land under Registered Sale Deed No.1614 dated 17.06.2006 executed by the original owner Sri Akashi Chandra Sekhar Rao. Pramila Jena had initiated appropriate proceedings before the settlement authorities, who had allowed the claim after causing appropriate enquiry.

AND WHEREAS

The land owner Babuli Jena is the owner of a piece of land covered under Hal Khata No. 376, Hal plot no. 178, having an area of Ac 0.150 decimals correspond to Sabik Plot No.423. The aforesaid land is classified as sarada non-irrigated agricultural land-II situated in Mouza Kholadwara, under Jatani P.S no-05., in the record of right prepared and published by the Settlement Authorities under the Odisha Survey and Settlement Act. The hal record of right has been prepared and published in the name of Babuli Jena, S/o Brahmachari Jena. The recorded tenant Sri Babuli Jena had purchased the land under Registered Sale Deed No.219 dated 27.01.2010 executed by the rightful owners Sri Biswanath Jena, Natabar Jena, Sushanti Jena, Jhulia Jena, Dillip Jena and Kulamani Jena jointly. The said saledeed is a valid document conferring a clear and marketable title on the purchaser Sri Babuli Jena.

AND WHEREAS

The land owner Sri Dwija Jena is the absolute and indefeasible owner of the land in question, covered under Khata No.202, Plot No.177 having an area of Ac 0.070 dec, Plot No.183, area Ac 0.070 dec, total area Ac 0.140 dec situated in Mouza: Kholadwara, P.S: Jatani, Dist: Khordha as per the Record of Right prepared and published by the Competent Revenue Authority.

AND WHEREAS

In view of the genesis and flow of title of the land owners as set out in the foregoing paragraphs, there is no manner of doubt that the individual land owners had clear and marketable title in respect of the piece and parcel of land which separately belong to the said

land owners. The lands are contiguous lands and are situated in one patch. The land owners have entered into separate collaboration agreements with the developer vesting right on the said developer to construct and execute an integrated housing complex comprising of flats besides other facilities and amenities in accordance to the building plans sanctioned and approved by Bhubaneswar Development Authority. There is a privity of contract between the land owner and the developer. The building plans have been prepared as per the law in force which have been submitted before the Development Authority for obtaining approval.

AND WHEREAS

The building plans have been prepared under the Bhubaneswar Development Authority (Planning and Building Standard) Regulation 2017 and the same has been approved by Bhubaneswar Development Authority and permission for construction has been accorded vide letter No..... dated

AND WHEREAS

At the request of the purchaser/ party of the second part, the vendors have allowed inspection of all title deeds, sale deeds, Record of Right, building plans approved by the Bhubaneswar Development Authority inclusive designs and specifications, to the party of the Second part. The total consideration amount as agreed and settled has been paid by the purchaser.

AND WHEREAS

The party of the second part (Purchaser) has expressed and evinced an unequivocal intention for purchasing a self contained independent flat/ built up space/ unit by way of absolute sale together with proportionate impartible undivided interest in the land. The purchaser (party of the second part) is otherwise satisfied that the vendors have a clear and marketable title in respect of the land and the flat. The vendors have accepted the offer. Several terms and conditions pertaining to the sale transaction have been agreed upon and settled by and between the parties.

AND WHEREAS

The vendors had accepted the offer given by the purchaser / party of the second part and had expressed its unequivocal intention to transfer and convey the ready built self contained independent flat / unit as more fully described and delineated in the Schedule B as well as Layout plan drawing attached to the sale deed together with proportionate impartible undivided interest in the land as delineated in the Schedule-A as well as the right of use and enjoyment the common areas facilities amenities and conveniences provided and earmarked in the complex "Metro 100 acres-Ananta" in pursuant to the expression of interest conveyed by the purchaser and consensus ad idem.

AND WHEREAS

The offer made and acceptance thereof by and between the parties namely Vendors and the purchaser had crystallized into a “concluded contract”. Be that as it may, the essential terms and conditions as well as the incidents of the sale transaction has been agreed upon and settled by and between the parties. The vendors admit and acknowledge receipt of the total consideration amount in respect of the ready built flat together with proportionate impartible undivided interest in the land, as more fully described in Schedule A and B set out below respectively.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

1. In consideration of an amount of **Rs...../-** (Rupees only) which constitute the consideration amount for transferring and conveying the ready built flat / unit together with the proportionate impartible undivided interest in the land as well as the right of use and enjoyment the common areas facilities amenities and conveniences provided and earmarked in the complex “Metro 100 acres-Ananta” ,the total break up of which has been set out in Schedule- C, having been paid by the purchaser, party of the second part to the vendor, the receipt whereof the vendors doth hereby admit and acknowledge the vendors hereby transfer, assign and assure unto and in favour of the purchaser the said ready built flat as delineated in the Schedule-B and indicated in the layout drawing attached to the sale deed, in the multistoried building complex having the name and style of “Metro 100 acres-Ananta” , including all rights, easements and benefits, facilities, amenities and conveniences provided in the complex captioned, “Metro 100 acres-Ananta” for the beneficial use and enjoyment of the said ready built flat, as morefully described in Schedule-B inclusive of the proportionate impartible undivided interest in the land as set out and delineated in Schedule-A.
2. The vendors further declare and covenant that the purchaser shall enjoy and hold the said ready built flat/unit described in the Schedule-B together with the proportionate impartible undivided interest in the land, as set out in Schedule-A as well as the right of use and enjoyment the common areas facilities amenities and conveniences provided and earmarked in the complex “Metro 100 acres-Ananta” absolutely and forever. The vendors unequivocally state that notwithstanding any act, deed or things done, they have absolute right title as well as saleable interest to grant and convey the ready built flat inclusive of proportionate impartible undivided interest in the land in favour of the purchaser explicitly delineated in Schedule ‘A’ and ‘B’ respectively. As a resultant consequence, the purchaser shall possess, use and enjoy the said ready built flat / unit inclusive of proportionate impartible undivided interest in the land at all times hereafter peacefully and quietly as the absolute and

indefeasible owner thereof, without any let, interruption whatsoever by the vendors or any other person.

- 3.** The vendors state that they have absolute right, title as well as saleable interest to grant, convey, transfer, assign and assure the said ready built flat/unit in the complex "Metro 100 acres-Ananta" together with proportionate impartible undivided interest in the land as explicitly delineated in Schedule-A and B respectively in favour of the purchaser / party of the second part. The vendors further undertake that they shall at all times hereafter at the cost and request of the purchaser, if so required, execute or cause to be executed any further deeds and assurances in favour of the purchaser for reassuring the title in respect of the ready built flat hereunder transferred in favour of the purchaser together with the proportionate impartible undivided interest in the land, if the same is considered to be just necessary or expedient.
- 4.** The vendors further unequivocally declare that the property namely the proportionate impartible undivided interest in the land and the ready built flat in the complex "Metro 100 acres-Ananta" conveyed is not the subject matter of any suit or litigation and the same has not been attached by any Court or authority in any proceeding. The property is also not the subject matter of any land acquisition proceeding.
- 5.** The vendors further declare that the purchaser shall have the right to exercise all acts of ownership and possession not only in respect of the proportionate impartible undivided share in the land hereby transferred which is a statutory legal right but also the ready built flat/unit as conveyed under the sale deed evidently in consonance with the Rules, Regulations and law in force as well as the bye-laws framed by the co-owners of the ready built flats/ units in the complex, "Metro 100 acres-Ananta" The vendors further covenant and state that the purchaser shall have the right to use and enjoy the common areas and facilities and other amenities provided and earmarked in the complex, in harmony with other purchasers of flats in the complex "Metro 100 acres-Ananta" and in consonance with the bye-laws, which may be framed by the society/association of the owners of the flat in the complex "Metro 100 acres-Ananta".
- 6.** The Vendors further covenant that the purchaser has been delivered possession of the ready built flat as more explicitly delineated in Schedule-B today, namely, the date of execution of the sale deed and the purchaser shall have absolute right to use and enjoy the said ready built flat and proportionate impartible undivided interest in the land, which is a legal right together with the right of use and enjoyment of common facilities as indefeasible owner thereof in his / her own right.

6.1 The Vendee(s) understand and mutually agreed upon that, the said project is a larger township project and shall be developed phase-wise. The Vendee has booked a flat/unit in Metro 100 acres-Ananta. Subsequently when further phases will be developed, the common amenities developed viz. Main Gate, Common Access Road, Open Area, Boundary Wall, Park and Garden, Common Transformer installed, backup DG Set, Sewerage Treatment Plant and all other common amenities will also be used and shared by the other phase(s) customers and the Vendee(s) and association of Vendees shall use all amenities for mutual benefit. It is further agreed and understood by the Vendor(s) and the Vendee(s) that, after formation of the Association of Allottees/Vendees, the Vendor(s) shall be absolutely entitled to hold and shall have absolute authority and control as regards to the unsold premises, units, un-earmarked areas etc. in the said Project. All unsold and/or un-allotted units, open spaces, land area in the Project, without any limitation and the Vendor(s) shall continue to remain in overall possession of such unsold and/or un-allotted units and shall be entitled to enter in the Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Vendor(s) may deem necessary.

7.3 **MAINTENANCE OF THE SAID PROJECT AND ACCESSORIES**

The vendor(s) shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance (wherever applicable) of the project by the association of the allottees

However, The Vendee(s), being the absolute owner of the property/land/unit, shall have the liability for making the contribution towards the common expenses. It is expressly clarified that, the CAM Charges shall commence as shall be offered in the Possession letter, regardless of whether the Vendee(s) takes such possession (for fit outs) or not. Such date shall be referred to as "CAM Commencement Date". All amount assessed by the association of the apartment owners but unpaid by the Vendee(s)/ the owner shall be liable on the apartment. All decisions/ determination made by the association of the owners in accordance with the provisions of bylaws shall be binding on all apartment owners and or any person claiming any right under such Vendee(s)/Owner(s) In pursuance of the Maintenance agreement, the developer Company or its nominated Maintenance agency shall provide maintenance and operation of various services and facilities and equipment in the common area in the Complex and on assurance that Owner(s) shall abide by the terms and conditions of this agreement and the rules and regulations as framed from time to time.

7. The transaction is an absolute sale and the parties have fully understood the nature, content and purport of the transaction as well as the recitals spelt out in the covenants of the deed.

IN WITNESS WHEREOF, the vendor here-un-to have set and subscribed their hands and seal on the date first above written in presence of the witnesses named below.

Witnesses :

1.

**Signature of the Attorney Holder
on behalf of the Vendors**

2.

Signature of the Purchaser/s

SCHEDULE-A

Description of land

The interest transferred in favour of the purchaser being proportionate impartible undivided share is notionally fixed at Ac.0..... decimals, Rent –

SCHEDULE-B

Description of flat

Flat No.: -

Floor: - Floor

Block: -

Car Parking No. :

Carpet area: - sq.ft.

Building complex having the name and style of "Metro 100acres-Ananta" which is functional in all respect as delineated and marked in the layout drawing annexed to the sale deed.

SCHEDULE-C

Memorandum of consideration

- (i) Valuation of land (the proportionate impartible undivided interest in the land notionally specified as Ac.0..... dec. @ Rs...../-

Rs.....

- (ii) Valuation of the flat with electricity, water connection, car parking as mentioned above, and other facilities as delineated in Schedule-B in the complex "Metro 100 acres-Ananta.....", which is completely functional having

Carpet area of sq.ft. **Rs.....**

GST as applicable **Rs.**

Total valuation of the property **Rs.....**

(Rupees only).

CERTIFICATE

It is certified that, the vendor and the purchaser are not member of any schedule caste or schedule tribe, as specified in the Constitution Order.

Further certified that the land in question, presently is not a species of lease hold land of Government and the land had not been acquired by the original owner from the Government during a period of 10 years, before the same was transferred in favour of the vendor under registered sale deed dated 10.12.2008.

It is certified that the land is not a ceiling surplus land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 which stands repealed or Orissa Land Reforms Act, 1965.

It is further certified that the land in question is not within the purview of consolidation proceeding undertaken under the Orissa Consolidation of Holdings and Prevention of Fragmentation of Land Act, 1972.

It is further certified that, the land in question is not an Endowment property, either public or private, within the meaning of Orissa Hindu Religious Endowment Act 1951, as clearly decided by the Hon'ble High Court by judgment dated 27.3.2012 passed in WP(C) No 5110/2011.

Further certified that the ready built flat etc. transferred under the purview and within the meaning of the Orissa Apartment Ownership Act 1982 is qualified to be registered under the "Flat Registration Principle", enjoined in the Indian Stamp (Orissa Amendment) Act 2001, notified in the Orissa Gazette on 20th of January 2003 (reference: Page No.5, Clause No. 23 (C) Conveyance) as well as the legislation passed by the State Assembly in February 2009 and no other stamp duty is permissible in law to be levied under any other Act, Rules, Regulation or executive instruction governing the field.

Signature of the Vendor

The sale deed has been drafted and typed by me in my personal computer as per the unequivocal intention and instruction conveyed by the Vendors and the purchaser and on a compendious perusal of all documents / records in respect of the land. I have read over and explained the nature, purport and implications of the various covenants spelt out in the sale deed and the executants having clearly understood the same, have executed this sale deed out of their free will and volition in my presence.

Signature of the Advocate