

**(SALE DEED)**

This **Deed of Sale** (hereinafter referred to as the “**Deed**”) is being executed on this the .....day of ..... 20..... (Two Thousand .....) at Cuttack within the district of Cuttack in Odisha;

By

**M/s Eastern Estate Construction & Developers Pvt. Ltd.**, a company duly incorporated under the Companies Act, 1956, having its registered office at HOUSE NO 2, MIHIR PATH, EAST BORING CANAL ROAD, PATNA, BIHAR - 800001, District – Patna having CIN Number- **U45201BR2012PTC018555** represented through its Managing Director **Mr. Sanjeev Kumar**, aged about **51** years Son of **Mr. Nand Kishore Prasad** (hereinafter referred to as the “**Vendor**”) , Company **PAN No- AADCE1004E**, **Aadhar No -745216301535** , Mobile No- **9939425808** , residence at Plot No.525, 1<sup>st</sup> Floor, Sahid Nagar, Bhubaneswar-07, District-Khordha, Odisha. Own Plot bearing No. Plot No.2340, 2340/3563, 2334, 2344, 2333/5410, 2343/5411, 2346/5962, 2347/5956, 2347, 2348 & 2343, Khata No. 96, 985/664, 985/927, 985/928, 985/941, 985/1294, 985/1288, 985/1296, 985/1287, 985/1305 respectively which expression, unless repugnant to the context or meaning thereof shall mean and include its successor(s) and/or representative(s) and/or executor(s) and/or administrator(s) and/or assigns of the **First Party**.

And

**Ms./Mr.** ....., aged about – ..... years, Daughter/Wife/Son of ....., by religion..... by caste....., PAN No ....., Aadhar No.....  
.Mobile No..... at present  
residing at ....., permanently residing at [**Permanent**

  
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**Address]** (hereinafter referred as the “**Vendee**”), which expression, unless repugnant to the context or meaning thereof shall mean and include her/his heir(s) and/or successor(s) and/or executor(s) and/or administrator(s) and/or representative(s) and/or assigns of the **Second Party**.

The term “**Vendor**” and “**Vendee**” shall hereinafter be collectively referred to as “**Parties**” and individually referred to as “**Party**”.

**Whereas:**

- A. The Vendor is into the business of development, construction, marketing and sales of residential and commercial properties in and around the city of Bhubaneswar, since its incorporation in the year 2015.
- B. The Vendee is [**Professional Introduction of the Vendee**].
- C. The Vendor has developed a residential apartment complex under the name and style of “**Diamond City - Cuttack**” (hereinafter referred to as the “**Project**”), located in the revenue village of Pratap Nagari within the territorial jurisdiction of the Cuttack Sadar tehsil, comprising of S+4 storied residential apartment having 2 (Two) blocks namely **D and F**, B+S+4 storied residential apartment having 3 (Three) blocks namely **B, C and E** and S+4 storied Commercial Apartment having 1 (One) Towers namely **A** consisting of **132** dwelling units. The Project is developed over an area of 8700.74 SQ.MT of land (hereinafter referred to as the “**Project Land**”), owned by the **Vendor** more particularly described in the **Schedule** attached hereunder.
- D. The Cuttack Development Authority (hereinafter referred to as the “**CDA**”) (Urban Planning and Development Authority constituted for the city of Cuttack and its peripheral areas under the Orissa Development Authorities Act 1982) has granted the permission to develop and construct the Project vide the approval Letter No. 15138, Cuttack, dated 27.11.2019. The approval for the layout plan and floor plan along with

  
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the specification for the **Project** was obtained by the **Vendor** from the CDA along with the said permission.

- E. The Project duly registered with the Odisha Real Estate Regulatory Authority (hereinafter referred to as the “RERA”) [Authority constituted for the state of Odisha under the Real Estate (Regulation and Development) Act 2016] at Bhubaneswar vide the Certificate of Registration No. \_\_\_\_\_, dated \_\_\_\_\_, which remained valid for the period of time commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.
- F. Pursuant to the Vendee’s application for booking of an apartment/flat/unit in the Project, the Vendee was allotted with the Apartment No. .... (herein after referred to as the “**Apartment**”) having a saleable Carpet area of ..... square feet or ..... square meters, Type-..... BHK, on..... Floor in Block-....., Tower-..... (herein after referred to as the “**Building**”) along with the exclusive right to use one parking space and the corresponding Impartible share of Acre ..... Decimal in the Project Land and of *pro-rata* share in the common areas (hereinafter referred to as the “**Common Areas**”). Thereafter, on ..... the **Vendor** executed an agreement for sale in favour of the **Vendee** for sale of the **Apartment**.
- G. The Vendee being satisfied with the construction and results of the detailed due diligence exercise of the Apartment as well as the Project has evinced his/her/its desire to move ahead with the execution of this Deed.

**Now Therefore This Deed Of Sale Witnesseth As Hereunder:**

1. In consideration of the Vendee having paid the entire sale consideration Rs...../-(Rupees In Words), the receipt of which has been duly acknowledged by the Vendor, the Vendor hereby grant, convey, transfer by way sale and assign unto and in favour of the Vendee the Apartment and every part thereof along with the full physical possession,

  
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together with the right, title and interest therein with all the benefits, advantages, easementary rights, equities, claims, demands, privileges and appurtenants thereto etc., attached to the Apartment, free from all encumbrances, charges, mortgage, litigation as well as all the statutory charges, demands etc.

2. The Vendor hereby declares and covenants that the Vendor is the absolute owners of the Project Land and has clear, legally valid and marketable title thereto and therefore, an absolute right to sell and convey the same to the Vendee in terms of this Deed.
  
3. The Vendor has explained in detail to the Vendee about the architectural specifications, common areas and facilities and other salient features of the Project including provision for future maintenance, repairs, payment of Goods and Services Tax in accordance with Government circular and replacements of the common areas equipments and facilities and formation of the association of apartment owners, which the Vendee fully understood to her/his/its satisfaction.
  
4. The Vendor has constructed common facilities for the Project, such as common road, drainage, STP, firefighting equipment and electrical transformers/generators. The said common facilities shall be maintained by the society formed by the owners of the apartment/flat/unit.
  
5. The Vendor confirms that all taxes, levies, charges etc. pertaining to the Apartment has been paid up to the date of execution of this Deed.

  
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6. The Vendee is entitled to enjoy the common areas and facilities, in co-operation with the other purchasers and shall take effectual steps for the safety of the common areas. The Vendee warrants that the common areas and facilities shall be used by the other purchasers without any hindrance from him/her/them and he/she/they shall not encroach upon such right of other purchasers.
  
7. The cost of stamp duty, registration charges and other incidental charges and expenses in respect of this Deed shall be solely borne by the Vendee. In case the Government demands any further stamp duty/registration charges/service tax and any other charges on this Deed, the same shall also be borne by the Vendee.
  
8. The Vendor hereby covenant that it shall sign, verify and execute such further documents as are required so as to effectively transfer the Apartment unto and in favour of the Vendee

  
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(Schedule-A)

**SCHEDULE OF PROPERTY**

Dist- Cuttack, Tahasil: Cuttack Sadar, under the jurisdiction of District Sub- Registry, Cuttack, P.S.: Cuttack Sadar, Mouza: Diamond City – Cuttack,

Khata No. 96 of Sthitiban Plot No: 2340, Area Ac. 0.070 decs, Khata No. 985/664 of Sthitiban Plot No- 2340/3563, Area Ac. 0.080 decs, Khata No. 985/927 of Plot No. 2333/5410, Area Ac. 0.187 decs, Khata No. 985/928 of plot No. 2334, Area Ac. 0.058 decs & Plot No. 2344, Area Ac. 0.440 decs, Khata No. 985/941 of Sthitiban Plot No. 2343/5411, Area Ac. 0.435 decs., Khata No. 985/1294 of Sthitiban Plot No.-2346/5962, Area Ac. 0.352 decs., Khata No. 985/1288 of Sthitiban Plot No. 2347/5956, Area Ac. 0.150 decs. , Khata No. 985/1296 of Sthitiban Plot No. 2347, Area Ac. 0.140 decs. , Khata No. 985/1287 of Sthitiban Plot No. 2348, Area Ac. 0.190 decs. , Khata No. 985/1305 of Sthitiban Plot No. 2343, Area Ac. 0.055 decs, all are Kissam: Gharabari.

(Schedule - B)

**Cost of apartment And boundary**

Project Name : Diamond City – Cuttack  
Flat No. : .....  
Block No. : .....  
Carpet Area : ..... @ ..... per Sq.Ft.  
Total Amount (Rs.) .....  
Land Cost (Rs.) : .....  
Grand Total (Rs.) : .....

  
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**Bounded By:**

North :

South:

East :

West :

**In Witness Whereof** the Parties hereto have executed this Deed or caused this Deed to be executed through their authorised representative(s) on the date first above written.

**(Vendors)**

**(Vendee/es)**

**Witnesses:**

1.

2.

Drafted by me,

Adv. Bhubaneswar.

  
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Managing Director