

SALE DEED

THIS DEED OF CONVEYANCE made this the XX Day of XXXXXX
20XX Two Thousand and XXXXX

BETWEEN

SUSRITAM BUILDERS AND DEVELOPERS PRIVATE LIMITED, (CIN No. U45309OR2016PTC025888 of 2016-2017), a Company incorporated under the provisions of the Companies Act, 2013, having its registered office at Plot No.297/2484, Ground floor of “SUSHREE INTERNATIONAL GUEST HOUSE”, Lane-1, Kalyani Nagar, Patrapada, Bhubaneswar, Dist: Khorda,- 751019, (PAN – AAXCS6558B), represented by its Managing Director MR. SRIKANTA MOHAPATRA, (PAN – ABDPM4885B), (Aadhar No419047952669) aged about 53 years, S/o. Lata Muralidhara Mohapatra, by caste – Khandayata, by profession – Business, authorized vide board resolution dated 21st October 2016, hereinafter referred to as the “**VENDOR**” (which expression shall unless excluded by or repugnant to the context be

deemed to mean and include its successors-in-office, successors-in-interest, nominees and permitted assigns) of the **'ONE PART'**

AND

Mr. xxxxxxxxxxxx, Son of xxxxxxxxxxxx, aged about xx years having PAN xxxxxxxxxxxx by caste xxxxxx by profession xxxxxxxxxxxx, having PAN- xxxxxxxxxxxx, present resident at xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, hereinafter referred to as the **"PURCHASERS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, legal representatives, administrators, successors, nominees and assigns) of the **'OTHER PART'**:

WHEREAS

Susritam Builders and Developers Private Limited, Represented by its Managing Director Sri Srikanta Mohapatra(Owner) (PAN – ABDPM4885B), (Aadhar No419047952669), aged about 53 years, S/o. Late Muralidhara Mohapatra, Resident of S-3/126, Niladrivihar, Po: Sailashree Vihar, Chandrasekharpur, Bhubaneswar – 751021 Odisha, Mobile No. +91 943 7006300, is the absolute and lawful owner of Khata No. 512/4281, Plot No. 1153/3347, Area Ac. 0.540 decimals, full plot in Mouza- Ghangapatana, Tahasil- Bhubaneswar, Dist. Khurdha, Odisha vide Sale Deed I.D. No.1132102252 and Document No.11132102102, dated 22.02.2021 registered in the office of Sub-Registrar, Khandagiri, Bhubaneswar and the said Susritam Builders and Developers Private Limited, Represented by its Managing Director Sri Srikanta Mohapatra mutaed/recorded the said property in its name in the Govt. Records vide mutation case No. 84812021 and "PATTA" (Record of Rights) has been issued in the name of said Susritam Builders and Developers Private Limited, Represented by its Managing Director Sri Srikanta Mohapatra, in Correction Khata No. 512/4537, plot No.1153/3347

AND WHEREAS the Vendor herein being the owner of the said premises mentioned in the scheduled below, has developed the said premises and constructed a multi storied building thereon comprising of several flats, units, car parking spaces and other spaces as per the plan sanctioned by the Bhubaneswar Development Authority (hereinafter referred to as the 'BDA'). The vendor has got the plan sanctioned from the BDA vide building Sanctioned Plan Letter No. **BNB/5073/2023, Bhubaneswar**, dated 07/02/2023, also The Promoter has registered the project under the provisions of the Act with the **Real Estate Regulatory Authority** at Bhubaneswar onunder registration no. That the building, which has been constructed as per the sanction plan over the said premises has been named as '**SUSHREE PARADISE**'.

AND WHEREAS the Purchaser has approached the Owner/Vendor for purchasing a Flat together with covered Car Parking Space and the Owners/Vendor has agreed to absolutely sell and transfer the said flat with Covered car parking space to the Purchaser herein and accordingly, the Owner/Vendor and the Purchaser had entered into an Agreement for Sale dated xxxxxxxx for purchasing ALL THAT the Flat No.xxx on xxxxxx floor of , measuring more or less a total Carpet Area of XXXX Sq.Mtr., comprising of XXXXX bedrooms, drawings cum dining room, kitchen, verandah/balcony, Two toilets/bathrooms and Covered Car Parking Space in the Ground Floor and the Car parking number will be mentioned in the allotment letter of the said building named '**SUSHREE PARADISE**', TOGETHER with the undivided importable un demarcated share and interest in the said premises, being proportionate to the total super built-up area of the said flat and further TOGETHER with the proportionate share and interest in the area comprised in the common parts common amenities conveniences and the proportionate share on the ultimate roof of the said building, more fully described in the **Second Schedule** hereunder written and hereinafter referred to as the

'said flat/unit', at and for a total consideration amount of Rs.xxxxxxx (Rupees XXXXXXXXXXXXXXXXXXXX), free from all encumbrances.

AND WHEREAS, the Vendor had earlier entered into an agreement with Mr. XXXXXXXXXXXX, Son of XXXXXXXX, aged about XX years having PAN XXXXXXXX, on dtd. XXXXXX to sale a **Flat No.XXXXXXXX**, in the apartment name "**SUSHREE PARADISE**", Bhubaneswar.

AND WHEREAS the Purchaser has paid the said total consideration money of Rs.XXXXXXXX /- (Rupees XXXXXXXXXXXXXXXXXXXX) only to the Owner/Vendor in respect of the said property and thereafter requested the Owner/Vendor to execute and register the Deed of Conveyance of the said property in favour of the Purchasers.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows: -

1. That the parties herein state, confirm and declare that some common facilities and amenities of the said flat/unit and/or said building are under construction and the Owner/Vendor will complete the incomplete work of the said flat/unit and/or building and make it habitable as per the Specification mentioned in the Agreement for Sale within a short period and thereafter obtain Completion Certificate from the BDA.
2. That pursuance to the said Agreement for Sale dated XXXXXX the consideration amount paid by the Purchaser to the Vendor/Owner at or before execution of this presents, which the Vendor/Owner

acknowledge to have received as per the Memo given below, the Vendor/Owner both hereby grant, sale, convey, transfer, assign, assure unto and in favour of the Purchaser **ALL THAT** the **Flat No.XX** on the **XXXXX Floor** of the **Block** , measuring more or less a total Carpet Area of xxxxxxxx **Sq. Mtr.** along with Covered Car Parking Space in the Ground Floor and the Car parking number will be mentioned in the allotment letter of the Building Named '**SUSHREE PARADISE**' at the said premises **TOGETHER** with the undivided, impartible, undermarketed share and interest in the land, being proportionate to the total super built-up area of the said flat and further **TOGETHER** with the proportionate share and interest in the area comprised in the common areas, common amenities, common facilities and the common portions and the proportionate share on the roof of the said building at Plot No. 1153/3347 under Khata No.512/4537, lying and situated at Mouza - Ghangapatana, Police Station – Chandaka, Tahasil - Bhubaneswar, District – Khurda, Kisham – Gharabari, more fully and particularly described in the **Schedule** hereunder written.

3. That the owner/vendor herewith declare that the Vendor has good and absolute right, title and authority to convey the said flat/unit as mentioned in Second Schedule of property hereto and all the rights privileges and appurtenances thereto belonging and hereby sold conveyed and transferred to the Purchaser in the manner aforesaid and that the Vendor has not done or knowingly suffered anything whereby the said flat/unit may be encumbered effected or impeached in estate title or otherwise.

4. That the Vendor/Owner herein declare and state that the said flat/unit is not subject to any encumbrances and the said flat/unit is having a good marketable and clear title without any dispute and the Vendor/Owner herein has the absolute title over the land mentioned in the **First Schedule** herein and over the said flat/unit mentioned in the **Second Schedule** herein. The Vendor/Owner has also handed over the vacant and peaceful possession of the said flat/unit to the Purchaser and the Purchaser hereby accept and confirm the same.

5. After possession of the said flat/unit is handed over by the Owner/Vendor to the Purchaser, if any additions, alteration or modification in or upon or relating to the said flat/unit are required to be carried out by or at the instance of BDA, Government or any other Statutory Authority or Authorities, the same shall be carried out by the Purchaser at his own costs in co-operation with the Owner/Vendor and/or other flat/unit Owners, and the Owner/Vendor shall not be in any manner liable or responsible for the same.

6. That the Vendor/Owner hereby absolutely transfer the said flat/unit and every part thereof and both hereby acquit, release and forever discharge the Purchaser its successor or successors-in-interest and/or permitted assigns and every one of them and also the said flat/unit and the Vendor/Owner doth hereby by these presents absolutely grant, sell, convey, transfer, assure and assigns the absolute right, title, interest and authority unto the Purchaser, its successor or successors-in-interest and/or assigns the said flat/unit, more fully mentioned in the **Second Schedule** herein.

7. The Purchasers further agree to keep the said flat/unit and other parts, walls, sewers, drains, pipes, cables, etc., in good and substantial state and condition so as to form such support, shelter and protection to the other parts of the said building.
8. The Purchaser hereby agrees that the Purchaser shall not: -
- i) change the nature and character of the said flat/unit by shifting or demolishing the interior walls kitchen bath and privy;
 - ii) use the said flat/unit or permit the same to be used for any purpose whatsoever other than the purpose for which the same is meant without the prior written consent of the Owner/Vendor first had and obtained;
 - iii) commit any act which may in any manner cause any nuisance to the Owner/Vendor and/or to the owners and occupiers of the other flats/units comprised in the said building or neighborhood nor for any illegal or immoral purposes;
 - iv) demolish or caused to be demolished and damage the said flat/unit or any part thereof;
 - v) put and/or display any name writing, drawings, signboard, placard of any kind over or on any windows in the interior of the said flat/unit so as to be visible from outside the said flat/unit or on the outer walls of the said flat or on any part

of the said building without the consent of the Owner/Vendor in writing;

- vi) decorate the exterior of the said flat otherwise than in the manner the said flat/unit is delivered;
 - vii) throw or accumulate any dirt, rubbish or other refuse waste or permit the same to be thrown into lavatories, cisterns, water and soil pipes in the said flat or on any portion of the said building;
 - viii) claim partition or sub-division of the said land, the common parts common facilities and amenities of the said building;
 - ix) change the design or look of the grills and windows nor paint and color the said outer grills windows doors and verandah with any other color except the color as recommended by the Owner/Vendor to have a better look in the entire building and premises;
 - x) store or allow to be stored any goods articles or things so as to block or permit blocking of the staircase, lobbies, or other common parts and areas of the said building or any portion thereof.
9. The Purchaser hereby confirms that if any service tax, surcharge, etc. is levied upon the said flat/unit under any statute and/or by the law of land whatsoever, then in such event, the Purchaser shall remain liable to make payment of the same.

10. In the event of the Owner/Vendor providing any additional materials facilities or gadgets over and above what has been agreed upon for the benefit of the residents of the building the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions. However, whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Owner/Vendor and the Purchaser hereby consents to the same.
11. It is agreed and confirmed by the Purchaser that if any extra floor is sanctioned by the BDA then the Owner/Vendor can do such construction accordingly and in such event, the Purchaser will have the proportionate share and interest in and over the ultimate roof along with other owners and occupiers of the other flats/units to use and enjoy such ultimate roof and/or such terrace for the purpose of making pandals, for holding social functions, marriage ceremony etc., but shall not have the right to retain the pandal or the temporary structure etc., after the said function or ceremony etc., is over.
12. That the Vendor/Owner hereby absolutely sale and transfer the said flat/unit to the Purchaser together with all benefits and advantages of ancient and all other rights, liberties, easements, privileges, appendages and appurtenances whatsoever in respect of the said flat/unit or any part thereof belonging to or anywise appertaining to or with the same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto.
13. That further the Vendor/Owner shall and will from time to time and at all times hereafter, at the request and at the cost and

expenses of the Purchaser make, do, acknowledge and execute and cause and procure to be made, done, executed all such further and other lawful and reasonable acts, deeds, things and assurances for further assuring the said flat/unit to the Purchaser as may be reasonably required and as permitted by law, for better and perfectly assuring said property being as fully described in the Second Schedule written herein and every part thereof unto and to the Purchaser in the manner aforesaid.

14. That the Vendor/Owner hereby absolutely sale and transfer the said flat/unit to the Purchaser notwithstanding any act, deed, thing whatsoever done by the Vendor/Owner or its successor or successors-in-office and/or assigns shall all times herein indemnify or keep indemnified the Purchaser or its successor or successors-in-office and/or assigns if any defect in the title of the Vendor/Owner or any breach of the covenant herein contained.
15. The Purchaser and/or its nominees and/or assigns shall be responsible for and will indemnify and/or keep indemnified the Vendor/Owner and/or its nominees and/or assigns and/or successor or successors-in-office for all damage occasioned whatsoever, if any, to the Plot No. 1153/3347 under Khata No.512/4537, lying and situated at Mouza - Ghangapatana, Police Station – Chandaka, Tahasil - Bhubaneswar, District – Khurda, and/or entire project and/or any part thereof for all acts, deeds, actions, claims, proceedings, costs, expenses due to and/or as a result of – (a) Any act, omission and/or negligence of the Purchaser and/or their servants, persons, agents, licensees, nominees and assigns and/or for; (b) Any breach and/or non-observance by the Purchaser and/or

their agents, nominees, assigns, servants, licensees and their persons.

16. That the Vendor/Owner hereby absolutely sale and transfer the said flat/unit to the Purchaser notwithstanding any act, deed, thing whatsoever done by the Vendor/Owner or its successor or successors-in-office and/or assigns shall all times herein indemnify or keep indemnified the Purchaser or its successor or successors-in-office and/or assigns if any defect in the title of the Vendor/Owner or any breach of the covenant herein contained.

17. The Purchaser and/or its nominees and/or assigns shall be responsible for and will indemnify and/or keep indemnified the Vendor/Owner and/or its nominees and/or assigns and/or successor or successors-in-office for all damage occasioned whatsoever, if any, to the Plot No. 1153/3347 under Khata No.512/4537, lying and situated at Mouza - Ghangapatana, Police Station – Chandaka, Tahasil - Bhubaneswar, District – Khurda, and/or entire project and/or any part thereof for all acts, deeds, actions, claims, proceedings, costs, expenses due to and/or as a result of – (a) Any act, omission and/or negligence of the Purchaser and/or their servants, persons, agents, licensees, nominees and assigns and/or for; (b) Any breach and/or non-observance by the Purchaser and/or their agents, nominees, assigns, servants, licensees and their persons.

FIRST SCHEDULE OF PROPERTY

ALL THAT the piece and parcel of Land measuring an area of about Acre 0.540 Decimal comprised in Plot No. 1153/3347 under Khata No.512/4537, lying and situated at Mouza - Ghangapatana, Police Station

– Chandaka, Tahasil - Bhubaneswar, District – Khurda, Kisham –
Gharabari, butted and bounded in the manner following that is to say:

- ON THE NORTH : By 100 feet wide Road
ON THE EAST : By 40' wide Road;
ON THE SOUTH : By Govt. Plot No.1098
ON THE WEST : By Revenue Plot No.1153

SECOND SCHEDULE OF PROPERTY

The undivided importable share transferred in favour of the purchaser measuring Ac.0.XXXXXX decimals out of the total extent of land measuring Ac.0.540 decimals, with the building and super built up area measuring XXXX sq.Mtr. As signed as **Flat No. xxx**, on **xxxxxx floor**, with covered car parking space on Ground floor of the apartment named and styled as **“SUSHREE PARADISE”**.

COST OF FLAT

Land Cost (A.0.XXXXXXX decimals)
Framed structure residential building

Measuring XXXXX sqft. With vitrified tiles
Flooring valued at

Electricity and PHD Fittings valued at

CERTIFICATE

Certified that the vendor and the purchaser do not belong to scheduled caste or scheduled tribe, and as the restrictions spelt out Orissa Land Reforms Act or the Regulations (ii) of 1956 has no applicability

Further Certified that the land in question is not within the purview of consolidation proceeding under Orissa Consolidation of Holdings and prevention of Fragmentation of Land Act. 1972.

Further certified that the land in question is not a ceiling surplus land within the meaning of Urban Land (Ceiling and Regulation) Act. 1976 or the Orissa Land Reforms Act 1965.

Further certified that the land in question is not a species of Endowment property within the meaning of Orissa Hindu Religious Endowment Act. 1951.

IN WITNESS WHEREOF the parties hereto and have hereunto put their respective hands and seals on the XX day of XXXX month and XXXXX year above written.

SIGNED SEALED AND DELIVERED
by the **VENDOR/OWNER** at Bhubaneswar
in the presence of :

SIGNED SEALED AND DELIVERED
by the **PURCHASER** at Bhubaneswar
in the presence of :

WITNESS

1.

2.