

SALE DEED

This Deed of Sale made on this the day of at Bhubaneswar.

BETWEEN

"M/s MOTWANI CONSTRUCTIONS Pvt Ltd", a Registered Firm incorporated under Indian Company Act, 1932 having its, registration no **.U70100OR2008PTC010136, PAN AAGCM2496K**, having its office at. N/4 229 irc village nayapalli, Bhubaneswar, Pin- 751022, Dist.-Khurda represented through its directors 1) Mr. Pankaj Motwani, aged about 35 years, son of Shri Dilip Kumar Motwani

hereinafter referred as **"THE DEVELOPERS / FIRST PARTY** (which expression unless by or repugnant to the subject or context shall deem to mean and include his/their legal heirs, successors, partners, representatives, administrators, executors and assigns of the FIRST PART/ DEVELOPER. being the Power of Attorney Holder of

- 1) **Sri. Fakeer CHANDRA Jena**, aged about 87 years, S/o: Late Kirtan Jena, having Aadhar no. 2478 9651 7011.
- 2) **Sri. Pramod Jena**, aged about 53 years, S/o: Fakeer Jena, having Aadhar no. 8823 9829 9762.
- 3) **Sri. Pralay Jena**, aged about 48 years, S/o: Fakeer Jena, Having Aadhar no. 2101 9567 5516.
- 4) **Smt. Prativa Patra**, aged about 43 years, W/o: Shri Ajit patra Aadhar no. 228603254272 resident of.
- 5) **SMT. Renuka Jena**, aged about 49 years, w/o: Late Pratap Jena, Having Aadhar no. 638363581717.
- 6) **SMT. Monika Jena**, aged about 22 years, d/o: Late Pratap Jena, Having Aadhar no. 322483801909

All resident of Plot no. 831 Korodakanta, Jharpada, Bhubaneswar dist -Khurdha. being the legal heirs of Late Shri Kirtan Jena and Late Smt Parbati Jena W/o Fakeer Jena,(herein after called the "VENDORS /

For Motwani Constructions Pvt. Ltd.

Pankaj Motwani

DIRECTOR

SELLER" which expression unless excluded by or repugnant to the context shall mean and include their legal heirs, successors, assigns and legal representatives etc.) of the **FIRST PART**.

**NAME AND ADDRESS OF
THE VENDEE / PURCHASER.**

Mrs., aged about years, **W/o**, by caste, by profession, resident of having PAN:, AADHAR NO. hereafter called the purchaser (Which expression shall mean and include her heirs, successors, assigns and representatives) of the **OTHER PART** known as "**VENDEE/ PURCHASER**".

NATURE OF THE DEED : **SALE DEED**
LAND AREA : **Acdec (..... Sq.ft.)**
FLAT NUMBER :
CARPET AREA : **Sq.mtr**
AMOUNT OF CONSIDERATION : **Rs./-**
(Rupees Only)

WHEREAS First party is absolute owner & possessor of plot No. 566 Admeasuring area Ac. 3.000 dec. (i.e 93.25 %out of total area Ac.3.218) ie 130680 sq.ft Approx. at mouza koradakanta, Bhubaneswar. That First party has acquired the aforesaid plot inheritance from Late Kirtan Jena who had the title Rights vide ROR meaning no-73. The legal heirs of Late Kirtan jena ie Mrs. Parbati Jena W/o-Late Kirtan Jena & Mr. Fakir Jena S/o-Late Kirtan Jena aged about ... years, got it mutated in their name vide mutation case No 2896/96. Mrs. Parbati Jena also died on 20.01.2009 there after Mr. Fakir Jena got it mutated in his name vide corrected ROR No 459/382 dt. 25.11.2009 vide OLR CASE No. 3731/09 and now we i.e,

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DIRECTOR

a to (d) are the legal heirs of Late parbat Jena & Late Kirtan Jena
The following is the boundaries of the scheduled land.

East Plot No 569

north plot no. 565

West Plot No.295

west mouza boundary

AND WHEREAS Mr. Fakir Jena S/o Late kirtan jena, along with Mrs. Guna Maharana D/o Late Chakradhar Maharana is The absolute owner & possessor of plot No- 295 admeasuring an area Ac 0.149 dec (i.e.50% out of total area Ac 0.299) ie 6490 sqft approx at Mouza- Koradakanta Bhubaneswar as per ROR bearing NO 106 dt 2601979 having equal share rights. Out of the said shares Mrs. Gune Maharana had sold her share to Mr. Chandrashekhar jena S/o Late arjun Jena and balance 50% shares is still in the possession of Mr. Fakir Jena as per ROR record Mr. Fakir jena has acquired the aforesaid plot inheritance from Late Kirtan Jena who had the rights vide ROR bearing no. 106. The Legal heirs of Late Kirtan Jena i.e. Mrs. Parbati Jena W/o Kirtan Jena & Mr. Fakir Jena S/o Late Kirtan Jena aged about 74 years got it mutated in their name vide mutation case no. 2894/96. Mr. Parbati Jena also died on 20.01.2009 and now we have I.e. firstparty no. 1 to 4 are the legal heirs of Late Kirtan Jena and Late Parbati Jena, inherited all rights of ownership.

East Plot No 566
595

north 50 % of plot no.

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Pankaj Motwani

DIRECTOR

West Plot No.294

west mouza boundary

The total consolidated area of these two plots shall be as under:

Mouza Koradakanta in Tahsil – Bhubaneswar District Khordha

1)KHATA NO. 459/382 ,Plot no. 566 Ac 3.000 dec out of Ac 3.182 dec

2)KHATA NO. 106 ,Plot no. 295 Ac 0.042

3)KHATA NO. 459 ,Plot no. 294/3809 ac 0.120

TOTAL THREE KHATA THREE PLOTS AND Area Ac 3.162

All the SIX above mentioned landowners had executed Power of Attorney no. 11082114495 on dated 23/11/2021 in the name of the First Party executed before the Sub-registrar, Bhubaneswar

AND WHEREAS the vendor is in peaceful possession over the said property having all right, title and interest without any dispute and the property is free from all encumbrances, liens and charges

AND WHEREAS the party of the first part has got the Building Plans sanctioned from the BHUBANESWAR Development Authority, Bhubaneswar under letter No **14366/BDA, Date 02/05/2023** and got registered the project with **ORERA** vide regd no _____ and have commenced the construction work of the proposed building/s.

AND WHEREAS the party of the First part declares that the said Power of attorney and the Building Plans are still valid and existing.

For Motwani Constructions Pvt. Ltd.
Panraj Motwani
DIRECTOR

AND WHEREAS as the PROMOTER/BUILDER, the party of the first part, have developed the said property & carried out construction of the proposed building/s in pursuance of the sanctioned plans as obtained the permission from the competent Authorities.

AND WHEREAS the DEVELOPER/PROMOTER i.e. party of the first part is interested to sell a piece of immovable property being the **FLAT NO. :**, of the said building more fully described in the schedule hereto.

AND WHEREAS the purchaser i.e. party of 2nd part has agreed to purchase the said immovable property being the **FLAT No :** as more fully described in schedule.

AND WHEREAS the intention of the party of first part is to sell the immovable property and the intention of the party of second part is to purchase the immovable property with absolute right, title, interest for which an agreement to sell dated the terms and condition where of and the recitals made therein shall constitute and shall always be deemed to constitute an integral part of this deed of conveyance has been entered and there is no question of any contract or services there on.

AND WHEREAS Vendors/ DEVELOPER/PROMOTER hereby convey, transfer and assign all their title, right and interest over the schedule property together with Rights of easements and appurtenances unto and to the use of the Vendee.

AND WHEREAS the vendor obtained the patta (R.O.R) from the Tahasil office, Bhubaneswar and paying land revenue to Govt regularly pertaining to the scheduled property.

For Motwani Constructions Pvt. Ltd.
Pawan Motwani
DIRECTOR

AND WHEREAS the land in question is not a ceiling surplus land within the meaning of Orissa Land Reforms Act or Urban Land Ceiling Regulation Act, 1976.

AND WHEREAS the vendor is willing to sell the said property and have got building plan approved from the BHUBANESWAR DEVELOPMENT AUTHORITY, Khorda under letter No **14366/BDA, BHUBNESWAR, Date 02/05/2023** and got registered the project with **ORERA** vide regd no _____ **AND have obtained the Occupancy certificate from BHUBANESWAR DEVELOPMENT AUTHORITY vide O.C.no _____ dated _____ and WHEREAS** the vendee expressed desired to purchase a land measuring of **Adec** (..... sqft) out of the total extent of land **AC decs**, along with the denoted **FLAT No :, carpet up area of Sq.mtr** including of car **covered** parking NO More fully described in the schedule below with all hereditaments, easements for a consideration of **Rs./- (Rupees Only)**. The purchaser has already paid the full price to the vendor, the receipt whereof the vendor hereby admits and acknowledges being the consideration amount towards the said flat.

WHEREAS the vendor hereby sells, conveys, grants, transfers and assigns all rights titles, interests, easements, privileges, appurtenances, liberties, enjoyments and possessions and claims to the use and enjoyment of the vendee, his legal heirs, successors, assignees, representatives, absolutely and forever.

WHEREAS the Vendor/s and DEVELOPER/PROMOTER hereby declare and covenant with the Vendee that the schedule mentioned property is free from all encumbrances, charges, prior sales, gifts, mortgages, liens, court attachments

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Pankaj Motwani
DIRECTOR

and litigations etc., and the Vendors have full power and absolute authority to sell the said premises to the Vendee absolutely and forever.

That further the Vendor/s DEVELOPER/PROMOTER hereby undertake to indemnify and keep the Vendee indemnified against all the losses, costs, expenses, damages sustained if any to the Vendee on account of any defect in title of Vendors or if the Vendee is deprived from the part or whole of the schedule property, the Vendors shall compensate against the same at all times with the personal or other property.

That the Vendor/s have paid all the taxes, cess, dues etc., in respect of the schedule mentioned property upto date of registration of Sale Deed.

That The vendee is responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable to Revenue, Municipality, Electricity Provider, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below and the consideration to be made by the vendee.

That the vendee shall peacefully and equitably possess in common along with other vendees and enter into retain, hold, use and enjoy the same without any binding or interruption claim or demands by or from the vendors or any of their legal heirs, successors, assignees and representatives or any other person.

That the vendee is also at liberty to get his name mutated in the government, Municipal and all other records and pay the taxes, rents and charges in his name and obtain receipts thereof.

That the Vendee and his legal heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners with the undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners.

For Motwani Constructions Pvt. Ltd.
Pankaj Motwani
DIRECTOR

That both the parties have fully understand the nature contents and property of transaction as well as the recitals spelt out the different covenants of this deed.

That the expressions "Vendor" and "Vendee" herein before used shall mean and include their legal heirs, successors, assignees and representatives also.

SCHEDULE OF PROPERTY

The total consolidated area of these two plots shall be as under:

- Mouza Koradakanta in Tahsil – Bhubaneswar District Khordha
- 1) KHATA NO. 459/382 ,Plot no. 566 Ac 3.000 dec out of Ac 3.182 dec
 - 2) KHATA NO. 106 ,Plot no. 295 Ac 0.042
 - 3) KHATA NO. 459 ,Plot no. 294/3809 ac 0.120

In total 3(THREE) Khata, 3 (THREE) Plots total area Ac 3.162 Decs.

With FLAT of measuring land area of area Ac Dec, carpet area sq.mtr . assigned as **FLAT No :**, with include car parking Space no _____, Constructed there in the name style of "**ANANTARA**", Bhubaneswar.

Cost of land - **Rs.**

Cost of FLAT (Vitrified Tile Flooring) - **Rs.**

Total - **Rs.**

In Words (Rupees Only)

For Motwani Constructions Pvt. Ltd.
Pankaj Motwani
DIRECTOR

IN WITNESS WHEREOF the vendor here unto set and subscribe his hand seals on the date first above written in presence of the following witnesses.

The land is not lease hold and the same is not within the purview of the consolidation proceeding under O.C.H. and P.F. L. Act., 1972 and the land is not coming under endowment act.

Witnesses :-

1.

For Motwani Constructions Pvt. Ltd.
Ranjay Motwani
DIRECTOR

2.

Vendor.

We the vendor and vendee declare that we do not belong to schedule caste or schedule tribe community.

For Motwani Constructions Pvt. Ltd.
Ranjay Motwani
DIRECTOR

Vendee.

Vendor.

Certified that the executants of this deed is my client and the deed has been drafted and typed by me in my office as per the instruction of the executants and I explained the contents in vernacular language, who being satisfied put his signature.

Advocate,

For Motwani Constructions Pvt. Ltd.
Ranjay Motwani
DIRECTOR