

For SAI RAJ HOMES

Smruti Ranjan Das

Managing Partner

SALE DEED

This Deed of Sale is made on this _____ day of _____, 2022 Year,
at Bhubaneswar.

NAME & ADDRESS OF THE SELLER:

M/S SAI RAJ HOMES (IGR NO-545/15) a firm having its office at Plot No- 37, Budha Nagar, PO- Budheswari, PS- Laxmisagar, Bhubaneswar, Dist - Khurda, Pin- 751006 (Odisha), vide PAN- ACNFS1020K ,vide Board Resolution dated-14/02/2014, represented by its authorized signatory **Mr. Smruti Ranjan Das** aged about 54 years S/o-Late Bansidhar Das, having PAN no- AHFPD8344L, resident of Plot No – C-3/2, BJB Nagar, Bhubaneswar, Pin- 751014, Dist - Khurda, Odisha, by Caste - Karan, Occupation - Business, and

General Power of attorney vested by **SRI SATYA NARAYAN BEURA**, aged about 38 years, son of Nidhi Charan Beura, having Aadhar No. 5750 8844 3548 & PAN- BHIPB9672F; resident of Borikhi, PO.: Borikhi, PS.: Tirtol, Dist.: Jagatsinghpur (Odisha) and presently residing At.: Plot No. 280/2896, Kalarahanga, PO.: KIIT, PS.: Infocity, Bhubaneswar, Dist; Khordha (Odisha)(PIN-751024), owner of Plot No.: **280/2896**, Area : **0.075** decimals under Khata No.: **725/224** at Mouza: Kalarahanga, Tahasil: Bhubaneswar, Dist: Khordha AND **2. SUBHASINI DUTTA**, aged about 45 years, wife of Debesh Dutta, having Aadhar No. 7675 5330 0549 & PAN- AMAPB4034D; resident of Plot No. 128/2863, Ekamra Vihar, Ebaranga, PO.: Sundarpada, PS.: Airfield, Bhubaneswar, Dist; Khordha (Odisha)(PIN-751002), owner of Plot No.: **280/2896/6238**, Area : **0.075** decimals under Khata No.: **725/3943** at Mouza: Kalarahanga, Tahasil: Bhubaneswar, Dist: Khordha, as such Regd. G.P.A. Bearing No. 11132100783 & Bearing No. 11132100781 on dated 20.01.2021 in the office of District Sub-Registrar, Khandagiri, Bhubaneswar, Odisha.

For SAI RAJ HOMES
Somnath Rajm Das
Managing Partner

Hereinafter called the “**SELLER**” (which expression shall unless excluded by or repugnant to the context shall mean and include its heirs, successors, assignees and legal representatives) of the **ONE PART**.

NAME & ADDRESS OF THE PURCHASER :

Mr./Mrs. _____, aged about _____ years, S/o. _____, by caste- _____ by occupation- _____, resident of _____, having PAN No: _____, Mobile No- _____, respectively (hereinafter called THE “**PURCHASER**” (which expression shall unless excluded by or repugnant to the subject or context deem to mean and include his legal heirs, successors, administrators, executors, representatives and assigns) of the **OTHER PART**.

NATURE OF DEED : **SALE DEED**

AMOUNT OF CONSIDERATION : Rs _____ (Amount in Words),

The Project plan duly approved by the Bhubaneswar Development Authority, Bhubaneswar (BDA) vide approval letter no- BNB/3610/2022 dated 29/04/2022 and also the project is Registered under ORERA, Bhubaneswar vide ORERA Registration No. _____ on dated. _____.

1. Whereas the Sellers do hereby declare that the property is not the subject matter of any suit or litigation and the same has not been attached /pending for auction by any court or authority in any proceeding. The land question has not been notified under any notification issued under the Land acquisition Act and there is also no scheme in contemplation or proposal for acquisition of the land for any purpose whatsoever.

2.

DESCRIPTION OF PROPERTY SCHEDULE "A"

(Under District Sub-Registrar, Bhubaneswar)

Dist.- Khurda, Tahasil- Bhubaneswar, Under Sub-Registrar, Khandagiri, P.S.: New Capital No. 16, Mouza- Kalarahanga, Sthitiban Khata No. 725/224, Plot No.280/2896, Kissam: Gharabari, Area : Ac.0.075 (Seventy Five) decimals (full plot) and Khata No. 725/3943, Plot No. 280/2896/6238, Kissam: Gharabari, Area : Ac.0.075 (Seventy Five) decimals (full plot). Annual Rent: Rs.1.00. Which is corresponding to previous Khata No. 725/224 and which further corresponds to settlement Khata No. 258, in toto one mouza, two Khata, two plots, total Area : Ac.0.150 decimals.

The Proportionate impartible, undivided share of land transferred in favor of the purchaser is **Ac0. ____ decs.** Out of the total land of Ac.0.150 decs. The said flat/apartments No_____, in the _____ floor, having Carpet Area of _____sqft, and also having one car-parking space in the basement/stilt floor, of the building named as "**SRI SAI ENCLAVE**" Which is functional in all respect and delineated and marked in the lay out drawing attached herewith to the Sale deed.

Land (total) Bounded By:

North: - Road

South: - Plot No. 285

East: - Plot No. 280

West: - Plot No. 400

(The said unit is shown & marked in the map/plan attached herewith)

For SAI RAJ HOMES
Somwati Raju Das
Managing Partner

3. The **SELLER** further covenants that the purchaser is hereby delivered the peaceful physical possession on dt _____ of the proportionate undivided impartibly share in the land and building and he/she shall have right to exercise all legal possessor and proprietary right, title, interest, possession without any objection from or the Seller or any person claiming any title under the Sellers.

4. That the purchaser shall peacefully and equitably possess in common area along with other Purchaser and enter into ,retain, hold, use and enjoy the same without any binding or interruption, claim (in future also) as per provisions of OAOACT 1982.

5. That the purchaser is at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment namely "**SRI SAI ENCLAVE**" like overhead tank, lift, common passage ,staircase etc along with the other purchasers/land owners of the said apartment and the purchaser will not create any sort of obstruction whatsoever in any manner.

6. That, the Purchaser shall not throw or accumulate dirt, rubbish, rags or refuse or permit the same to be thrown in the flat/apartments or in any of the common areas of the said building. That, the Purchaser shall also be liable to pay any charges, levis, etc. imposed by the government or local authority for any external/peripherals/ services to be provided to the colony and any other charges on prorata basis according to the area of the flat/apartments as may be intimated by the owner's society to the Purchaser. That, the Purchaser shall maintain at his cost the flat/apartments hereby sold in good repair and condition and shall not do any act or indulge in any negligence so as to damage any part of the said building. In case of any loss or damage being caused to the flat/apartments hereby sold or any other portion of the building which is attributable to the neglect of the Purchaser, he shall be liable to make good the same.

7. The Purchaser his/her heirs ,successors ,assign and representative shall use and enjoy the said property along with other co-owners with the undivided proportion shares and interest peacefully without doing any harm or obstruction to other co-owners.

8. That the purchaser as well as the other similar flat/apartments owner shall form an association/society as per the mandates of Odisha Apartment Ownership Act, 1982. As well as the Rules to be framed there under & shall submit a declaration of before the competent authority to be designated by the govt. the similar owner of the apartment shall also frame bye-laws pertaining to the matters specified under section 16 of Odisha Apartment Ownership Act, 1982 and every similar flat/apartments owner shall be bound to become the member of such association/society. The Odisha Apartment Ownership Act, 1982. & rules framed there under shall be binding on the Purchaser.

For SAI RAJ HOMES
Smitraj Raj Das
 Managing Partner

8.(a) AND WHEREAS, the Sellers hereby declare that, we will be held entirely responsible for any misrepresentation, suppression, distortion of facts with regard to ownership, right, title, interest, possession, valuation/consideration and the right to convey/transfer etc. of this property. AND if, in future, any defect is found in the title to the said property and the Purchaser became dispossessed of it in legal process, the Sellers and their heirs, executors etc. shall be liable to refund the consideration money to the Purchaser together with damages including all costs and interests from the date of dispossession.

AND the expressions "Seller" & "Purchaser" hereto used unless excluded by or repugnant to the subject shall mean and include his/her/their legal heirs, successors, executors, administrators and assignees.

DESCRIPTION OF COST OF FLAT/APARTMENTS "Schedule B"

01. Proportionate undivided impartibly,
 Share Land Cost. Rs _____
 (For Ac.0.0.... Dec.)
02. Total Price of flat/apartments on the carpet area.....sqft.
- | | |
|---|-----------|
| Ceramic tiles Flooring | Rs _____ |
| Electrification and PH Cost 25% of Building cost
And Flooring cost | Rs. _____ |
| External PH 15% | Rs. _____ |
| GST and other Taxes (as applicable) | Rs. _____ |
| TOTAL | _____ |
| (In words-----only) | _____ |

DECLARATION

(a) The Seller and Purchaser do not belong to Schedule Caste or Schedule Tribe Community.

1. The land hereby sold does not publicly endowed, nor under Bhudan.

2. The land is not a Govt. leasehold land.

3. The land is not covered under consolidation operation.

4. The land with building as per the Annexure attached herewith.

5. I, the Purchaser do hereby declare that, I have reasonably enquired and verified the documents relating to the right, title and interest of the Seller and have purchased the property on payment of full consideration.

6. The Purchaser hereby declare that, I have reasonably enquired and verified the documents relating to the right, title and interest of the Sellers and have purchased the property on payment of full consideration and I have not paid any GST amount to the Sellers as it is ready to move resale flat/apartments but as per Govt. of Odisha Revenue And Disaster Management Department Letter No.RDM-Reg-Stamp-0001-2014-13656/R&DM dated 10/05/2019 the stamp duty and registration fees paid over GST amount.

7. We, the Seller and the Purchaser hereby declare that after going through the contents of the sale deed and being satisfied as about the correctness of the recitals of the same as true and correct, do hereby execute the Sale Deed with our clear volition without any duress, inducement, allurements or any kind of promise or extraneous influence on either or both part to sell and purchase the property.

IN WITNESS WHERE OF the Seller & the Purchaser here unto set and subscribe his/her/their hand seals on the date first above written, i.e., _____, in presence of the following witnesses.

For SAI RAJ HOMES
Smiti Rishi Das
Managing Partner

For SAI RAJ HOMES

Smmur' Raeb Des
Managing Partner

Signatures of the WITNESSES

With full address:

1.

Full signature the Sellers
(M/S SAI RAJ HOMES)
(MANAGING PARTNER)

2.

Full signature of the Purchaser

Certified that I have drafted and prepared this Deed of Sale as per the instruction of the executants, who put their signature /Latin this Deed after admitting the contents of this Deed to be true and correct

Drafted & Prepared By me
(Advocate, Bhubaneswar)