

## (SALE DEED)

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

By

**M/S ESSEN CONSTRUCTION**, a registered Partnership Firm having its registered office at S-2/A-42, Mancheswar Industrial Estate, Bhubaneswar, P.S. Mancheswar, Dist: Khurda (Odisha), represented through it's Partner **SRI PRADEEP THACKER**, aged about 55 years, S/o Late Sri Manilal Thacker GPA Holder of Land Owners **(1)** Kailash Chandra Sahoo S/o Lokanath Sahoo vide Regd. GPA Doc No -11082004719, dtd.26.06.2020 **(2)** Laxmipriya Sahoo W/o Kailash Chandra Sahoo vide Regd. GPA Doc No-11082005253, dtd.10.07.2020 (hereinafter referred to as the “**Vendor**”) 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....., at present residing at ....., permanently residing at [**Permanent 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 “ESSEN KAILASH” (hereinafter referred to as the “**Project**”), located in the revenue village of Naharkanta, within the territorial jurisdiction of the Bhubaneswar Tahasil , comprising of One Stilt+5 storied Residential Apartment consisting of **39** dwelling units. The Project is developed over an area of Ac. 0.507 Decimal of land (hereinafter referred to as the “**Project Land**”).
- D. The Bhubaneswar Municipal Corporation (hereinafter referred to as the “BMC”) (Urban Planning and Development Authority constituted for the city of Bhubaneswar 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. 54932 dated 25.06.2021.
- E. The Project was 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 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 free 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 or 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, 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 along with the landlords are the absolute owners of the Project Land and they have 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 Vendee has confirmed to the Vendor that it is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Apartment and the terms and conditions contained in this Deed. The Vendee further confirms that she/he/it has clearly understood her/his/its rights, duties, responsibilities, obligations under each and every clause of this Deed.

4. 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.
5. 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.
6. 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 and thereafter the same shall be the sole responsibility of the Vendee.
7. 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.
8. The Vendee agrees that the Apartment shall not be used for any purpose other than the residential purpose for which the plan has been approved. The Vendee shall not store any inflammable item or substances or any materials which may cause danger to the life and property of any and/or all the inhabitants of the Project or to the Project itself.
9. The Vendee shall not do any unlawful act in the Apartment which will cause hindrance/hardship/harmful to other occupants of the Project.

10. The Vendor shall keep the Vendee fully indemnified against all and any loss and/or liability and/or cost and/or claims and/or action and/or proceedings and/or damages which the Vendee may have to suffer on account of any defect to the title of the Apartment and/or the Project Land, prior to the registration of this Deed.
11. 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.
12. 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.

***(Schedule-A)***

**SCHEDULE OF PROPERTY**

**Dist: Khurda, Tahasil- Bhubaneswar. P.S,- P.S.-New Capital No-27Mouza Naharkanta under the Jurisdiction of Dist Sub Registrar, Bhubaneswar, Stitiban, Khata No. 609/1177, Plot No-1403 measuring an Area Ac0.037 dec. & Plot No.1404 measuring an Area Ac0.110 dec., Khata No. 609/1178, Plot No-1412 measuring an Area Ac0.060 dec and Khata No –609/122, Plot No-1413 measuring an Area Ac0.070 dec. & Plot No.1414 measuring an Area Ac0.230 dec., Total area of Three Khata, Five Plots total area Ac 0.507 decimals **Kisam-Gharabari,****

Bounded by:

North-

South-

East-

West-

**(Schedule-B)**  
**SCHEDULE OF FLAT**

The area transferred in favour of vendee measuring Ac.....decimals of undivided impartible interest out of total area **Ac.0.507 decimals** with building thereon measuring **Carpet Area**.....Sq.ft assigned as **Flat No.** ..... on Floor **No**..... including parking space No....., on the stilt floor of the apartment named styled as “**ESSEN KAILASH**”.

- |  |                 |
|--|-----------------|
| <b>1. Cost of Land undivided impartible share</b>                          | <b>Rs</b> ..... |
| <b>2. Cost of Flat on the carpet area</b> .....sq.ft                       | <b>Rs</b> ..... |
| <i>(Rate of apartment per sq.ft @Rs.....</i>                               |                 |
| <i>Including parking/garage cost)</i>                                      | <b>Rs</b> ..... |
| <b>3. GST &amp; other taxes as applicable at the time of registration.</b> | <b>Rs</b> ..... |

**Total Cost Rs.** \_\_\_\_\_

**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.

**Witnesses:**

- |           |                    |
|-----------|--------------------|
| <b>1.</b> | <b>(Vendor)</b>    |
| <b>2.</b> | <b>(Vendee/es)</b> |

Drafted by me,  
Adv. Bhubaneswar.