

## SALE-DEED

THIS DEED OF SALE made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021

(Two Thousand Two One).

### BETWEEN

1. M/s. VSP DEVELOPPERS, Raibabu Street, Paninala Sahi, Po: Jeypore-764001, Dist- Koraput, Odisha, Regd no. 710/2015, represented by its Managing Partner, Sri Tangudu Vikram Mahesh, aged about 48 years, S/o. Late. T. Koteswar Rao, by Caste General, Businessman, Aadhar No- 4268 1457 8100, PAN- AANFV0862E, Mobile No. 9502595518, Residing at Door No.45-58-17, Flat no-12, Indu Enclave, Narasimha Nagar, Visakhapatnam, (Andhra Pradesh), at present residing at Sri Ram Nagar Colony, Po-Jeypore, Ps-Jeypore Town, District- Koraput (Odisha). Here-in-after referred to as "DEVELOPER / BUILDER" and CONFIRMING PARTY" which term shall include all its partners, representatives, assignees, successors, in interest.

### AND

2. Smt. Dara Subhadra, aged 68 years, W/o. Late Dr. Dara Venkata Ramana Rao, (Aadhar No. 750962310178, PAN - ALBPD6393D, Mobile No- 9437175005), House maker, by caste General, residing at 622-MEGHA, VIP Lane, Park Street, Jeypore, Po/PS: Jeypore, in the district of Koraput (Odisha) do hereby constitute, nominate and appoint M/ s.VSP DEVELOPPERS, a Partnership Firm being represented by its Managing Partner, SRI TANGUDU VIKRAM MAHESH, (PAN-AANFV0862E), aged about 48 years, S/o. Late T. Koteswar Rao, by Caste: General, by Profession : Business, Residing at Door No.45-58-17, Flat No.12, Indu Enclave, Narasimha Nagar, Visakhapatnam, Po/PS/Dist.: Visakhapatnam in the State of Andhra Pradesh, at present residing at Sri Ram Nagar Colony, Po-Jeypore, Ps-Jeypore Town, District- Koraput (Odisha). As her power of attorney holder vide Document No. 11172102165,. dated 12.08.2021 at Sub Register Office, Jeypore, District-Koraput (hereinafter called the 1st Party/VENDORS) of the ONE PART:

### IN FAVOUR OF

Sri \_\_\_\_\_, aged about \_\_\_\_\_ years, S/o. \_\_\_\_\_ by Caste (General/ SC/ST), Service, PAN \_\_\_\_\_, Aadhar No. \_\_\_\_\_ residing at village- \_\_\_\_\_, P.S./Tahasil/ Registration Office \_\_\_\_\_, Dist.-Koraput, hereinafter referred to as PURCHASER/S which term shall mean and include all his / her/ their heirs, legal representatives, executors, administrators and assignees etc. herein after called the VENDEE of the other part.

Whereas Smt. Dara Subhadra's husband Late Dr. D.V. Ramana Rao purchased Ac. 0.32 cents under Regd. Sale Deed vide Document Nos 1322/1986 and 1323/1986 dated 22.04.1986 relating to Plot. No. 270 of Khata No. 263/115 and got the same recorded in his name vide Plot No. 270/2711 and Khata No. 263/1336.

Dr. D.V. Ramana Rao continued to possess the property (Ac. 0.32) till 30.11.2015 when he sold Ac. 0.08 (Site No. 56 and 78) to M/S. VSP Developers under Regd. Sale Deed vide Document No. 3196/2015 (11171503208) and for the remaining area measuring Ac. 0.24 Dr. D.V. Ramana Rao executed a Regd. General Power of Attorney vide Document No. 11171503207 in favour of M/s VSP Developers authorizing the Attorney to execute the Sale Deed on his behalf.

For M/s. VSP DEVELOPPERS

  
Managing Partner

On execution of the above documents M/s VSP Developers got the license for construction of (Stilt+G+4) multi storied residential apartment building for total extent of 0.32 Cents from K.R.I.T, Jeypore vide License No. 442/ KRIT, dated 24.02.2016 and Jeypore Municipality also permitted M/s VSP Developers vide Memo No. 4277/2020, dated 09.12.2019. RERA Regd. No. \_\_\_\_\_, Dt. \_\_\_\_\_.

Dr. D.V. Ramana Rao expired on 28.05.2021. Before his death he had executed a WILL Notarised bearing no. 989 on dt.04.08.2020 in favour of his wife bequeathing the property covered by Khata No. 263/1336. In order to continue the project i.e. **Sri Sai Venkata Ramana Enclaves**, Dara Subhadra executed a Regd. Irrevocable General Power of Attorney with possession vide Document No. 11172102165, dated 12.08.2021 at Sub Register Office, Jeypore, District-Koraput in favour of M/s. VSP Developers on an area measuring Ac. 0.24. Dara Subhadra authorised the Developer for construction of residential building over the undivided and unspecified area on Ac. 0.16 cents by retaining an Area Ac. 0.08 cents as per the ratio of 35:65 percent.

The VSP Developers is constructing residential building for the total extent area of Ac. 0.32 over Plot No. 270/2711, Khata No. 263/1336 in the name and style of **Sri Sai Venkata Ramana Enclaves**.

Whereas Vendor No-1 obtained permissions & approvals for total extent of Ac 0.32 Cents for construction of Stilt+G+4 floors residential buildings from both Municipality & KRIT, Jeypore (Odisha).

The Developer / Builder -M/S. VSP DEVELOPPERS, Jeypore (Odisha) represented by its Managing Partner and Authorised Signatory Sri TANGUDU VIKRAM MAHESH has paid all the taxes and fees to the Municipality and Koraput Regional Improvement Trust (KRIT) and got the license / approval / permission to construct the Stilt +G+4 floors building vide KRIT Letter/License No 442 dtd.24.02.2016 later renewed vide No 1233 Dtd. 01.08.2019, Municipal Approved Memo No.4747/20, Dt. 09.12.2019 relating to the said land and obtained receipt for the same for construction of Residential buildings. Later the said project is named and styled as **SRI SAI VENKATA RAMANA ENCLAVES** out of the own funds of the Developer.

That, the Developer / Builder M/S. VSP DEVELOPPERS registered office is at Jeypore (Odisha), bearing CIN and PAN No AANFV0862E has right, title over the said land and for the purpose of sale

**AND WHEREAS** the vendors hereby declare that the said property is free from all encumbrances, litigations, disputes, attachments and charges etc. and the vendors are in peaceful possession over the same having all right, title and interest etc.

**AND WHEREAS**, the Vendee approached the Vendor to purchase a unit flat from the aforesaid project, the Vendor expressed his intention to convey and transfer the proportionate impartible, undivided share in the land in question with the building measuring below area as \_\_\_\_\_ Flat No. \_\_\_\_\_ on floor. \_\_\_\_\_, Block-\_\_\_\_\_.

Type \_\_\_\_\_ and Covered Car Parking No. \_\_\_\_\_

Carpet Area: \_\_\_\_\_ Sqmt (\_\_\_\_\_ sqft)

Parking Area: \_\_\_\_\_ Sqmt (\_\_\_\_\_ sqft)

For M/s. VSP DEVELOPPERS

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Managing Partner

**In the said apartment project namely "SRI SAI VENKATA RAMANA ENCLAVES". The purchaser has accepted the offer and has expressed his/her willingness to purchase**

and acquire such proportionate impartible, undivided share in the land with the building for a consideration amount of Rs..... (Rupees..... only). Consequently, a concluded contract had been culminated by and between the parties and the various terms and conditions pertaining to the sale transaction had been mutually agreed upon and settled by and between the parties.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

1. In consideration of an amount of Rs...../- (Rupees..... only) has been paid by the purchaser to the vendor, the receipt of which the vendor has acknowledged and hereby admits and the vendor hereby grants, transfers, conveys, assigns and assures unto the purchaser the proportionate, impartible, undivided share in the land in question with building as set out in the schedule given below together with all rights, privileges, easements, appendages and appurtenances attached thereto. Resultantly the purchaser shall enjoy and hold the said proportionate, impartible and undivided share in the land with the building absolutely and for ever and the vendor do hereby covenant that notwithstanding any act, deed or thing done by him, he has either clear marketable title with marketable title over the land in question to grant and convey the proportionate interest in the land in favour of the purchaser, who shall at all times, here-after peacefully and quietly hold, possess and enjoy the said proportionate, impartible, undivided interest in the land with the building as indefeasible owner thereof without any let, interruption, claim or demand whatsoever from or by the vendor or any person claiming any title or amount to the interest of the vendor.
2. The vendor do hereby declare that the property is not the subject matter of any suit or litigation and the same has not been attached by any court or authority in any proceeding. The land in 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.
3. The vendor further states and declares that he shall at all times here-after indemnify the purchaser against any claim or demand in respect of the undivided proportionate interest in the land and building here-under sold or conveyed if advanced by or at the behest of any 3rd party or any other person and shall make good any loss which the purchaser may sustain or suffer by reason of any defect in the title of the vendor or on account of any circumstances by which the title of the purchaser may be affected or impaired in any manner.
4. The vendor further covenants that the purchaser is hereby delivered possession of the proportionate undivided, impartible, share in the land and building and he/she shall have right to exercise all possessor and proprietary rights without any objection from or by the vendor or any person claiming any title under the vendor.
5. That, the vendee is responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable to Revenue, Municipality, Urban, TPCODL, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below.
6. That the vendee shall peacefully and equitably possess in common along with other vendee and enter into, retain, hold, use and enjoy the same without any binding or interruption, claim or demands by or from the vendor or any of his heirs, successors, assigns and representatives or any other person.

For M/s. VSP DEVELOPPERS

  
Managing Partner

7. The occupancy certificate (O.C) No.....dt..... have also issued by the competent Authority (please insert the name of consent developing authority) w.r.t subject property in accordance to the ODA Act 1982 read with Rule 2020 (Copy of occupancy certificate attached).
8. The vendor's further covenants that the vendee is hereby delivered the peaceful physical possession on dt. ....of the proportionate undivided impartible share in the land and building and he/she shall have right to exercise all legal possessor and proprietary rights, title, interest, possession without any objection from or by the vendor or any person claiming any title under the vendors. (Copy of the possession certificate attached)
9. That the vendee Shall peacefully and equitably possess in common area along with other vendee and enter into, retain , hold, use and enjoy the same without any binding Or interruption claim (Present and Future) or demands by or from the Vendor Or any of their heirs, successors, assigns and representatives or any other person
10. That the vendee is at liberty to use and enjoy the common area "and all other facilities provided therein the said apartment namely **"Sri Sai Venkata Ramana Enclaves"** like overhead tank, lift common passage, staircase, etc along with the other vendees/flat owners of the said apartment and the vendee will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions as an Apartment dweller.
11. That the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment namely **"Sri Sai Venkata Ramana Enclaves"**, Which also includes STP, Electrical Substation, Water tanks, lifts, common passages, staircases, Central Garden, Sports facilities, etc. along with the other purchasers/flat owners of the said apartment and the vendee will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions as an Apartment dweller.
12. The vendee, his/her 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.
13. The vendee is also at liberty to get his/her name mutated in the Government, Municipal corporation, TPDOCL, Revenue Departments, etc. and all other records and pay the taxes, rents and charges in his/her name and obtain receipts thereof.
14. That the vendee shall not have any right to make any structural change/ alteration in the said building & shall not use the flat in such a manner which may impair the safety of the building or cause any danger to the beauty & safety of the building or which may affect the right of other flat owners.
15. That the vendee shall not use the flat for any unlawful acts and shall not store inflammable/explosives, hazardous goods & if it is found so, the other flat owners & Association / Society shall have the discretion to take the said flat owner to the Court of Law. The vendee is responsible to keep the flat free even from noise pollution.
16. That, after execution of this conveyance / sale deed, all obligation with respect to the said flat, and the said project stands fully complied / fulfilled / completed, including all the payments received against flat cost, covered car parking and other amenities.
17. That, Vendee is not liable for any claim whatsoever after execution of this conveyance / sale deed.
18. That the vendee will compulsorily become a member of Apartment Owners Association / society, which will be formed by the Vendor, as per the mandates of Odisha Apartment Ownership Act. 1982 as well as the Rules to be framed there under & shall abide by the declaration signed and bound by The Odisha Apartment Ownership Act. 1982 & rules framed there in.
19. Both the parties have fully understood the nature, content and purport of the transaction as well as recitals spelt out in the different covenants of this indenture.

For M/s. VSP DEVELOPPERS

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Managing Partner

## SCHEDULE OF THE PROPERTIES

District: Koraput, PS: Jeypore, Ps. No. 98, Tahasil: Jeypore under the jurisdiction of Jeypore. Sub Registrar, Jeypore. Mouza- Jeypore L.R, Khata No. 263/1336 ( Two Six Three / One Three Three Six), Plot No. 270/2711 (Two Seven Zero / Two Seven One One) Area 0.032 cents, Kissam Gharabari, Land Bounded by

### **Schedule -A. (Total extent of Ac. 0.32 Cents of site) East : 30 Feet wide Road**

West : Buildings of other owners

North : 25th Wide Road.

South : 30 Feet wide Road.

The area of the flat transferred in favour of the purchaser including the undivided, impartible interest in the project land and facility thereof and measuring .....

**Sqmt**(.....sqft). carpet area assigned to the Flat No ..... on..... floor,

Block- ..... , Type \_\_\_\_\_ BHK including one covered Car Parking Space of the apartment in the said project "**Sri Sai Venkata Ramana Enclaves**".

FLAT BOUNDED BY: -

**Schedule -B. (Flat details)** area of \_\_\_\_\_ sqft. of the \_\_\_\_\_ floor bearing Flat No. \_\_\_\_\_

East:

West:

North:

South:

Cost of flat (with break up and description)

01. Proportionate undivided impartible share land cost  
(for Ac.0.0.....dec)

Rs. XXX

02. Total price of flat on the area \_\_\_\_\_ sqft including covered car parking  
Rate of apartment per sqft @ Rs.

Rs. XXX

03. GST, Registration charges, stamp duty,  
Other taxes as applicable

Rs. XXX

Total-

Rs. XXX

For M/s. VSP DEVELOPPERS

  
Managing Partner

## CERTIFICATE

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 vendor signed this the day \_\_\_\_\_ , month \_\_\_\_\_ and year \_\_\_\_\_ first above, mentioned, in presence of following witnesses.

WITNESSES:

- 1.
- 2.

VENDOR We, the vendor and vendee do not belong to scheduled caste or scheduled tribe community.

VENDEE

VENDOR

Prepared by Advocate,  
Jeypore, Dist: Koraput.

For M/s. VSP DEVELOPPERS

  
Managing Partner