

Draft

**SALE DEED**

This Deed of Sale is made on this the \_\_\_\_\_ day of \_\_\_\_\_.

**NAME & ADDRESS OF THE VENDOR**

**SMT.HEMLATA AGARWAL**, aged about-64 years, W/O- Sri Ramotar Agarwal, Resident of Plot No-190/805 & 189/806, Near Sri Laxmi Narayan Complex, Panposh Road, P.O-Rourkela-769004, P.S-Raghnathpali, Dist-Sundergarh, By occupation- **Business**, By caste- **Agarwal** (Non SC/ST), **PAN- AAVPA3769K, Aadhaar No- 2021 3513 6027 , Mob no- 9437052292,**

**Represented through her Attorney vide GPA No- \_\_\_\_\_ dt. \_\_\_\_\_ Of SR, Panposh:**

**GLORIAA PROJECTS**, a Partnership Firm having Registered Office At- Kailash Industries Complex, Brahmani Tarang, Vedvyas, P.O- Rourkela-769041, P.S-Brahmani Tarang, Dist-sundargarh, Odisha and Partners namely- **1) Sri Roshanlal Bansal, S/O – Late Jagdish Prasad Agarwal, PAN- ACGPB0590A, Aadhaar No- 4255 9190 0741, 2) Sri Ashish Kumar Bansal, S/O- Sri Roshanlal Bansal, PAN- AIRPB4720D, Aadhaar No-3307 6906 8990, 3) Amit Kumar Bansal, , S/O- Sri Roshanlal Bansal, PAN- AIOPB4725B, Aadhaar No- 9181 0876 9615 and 4) Sri Anup Bansal, S/O- Sri Roshanlal Bansal, PAN- AYJPB3727C, Aadhaar No- 3436 1988 5499,**

**REPRESENTED BY:**

**SRI ANUP BANSAL**, aged about- 37 years, S/O- Sri Roshanlal Bansal, Resident of Plot no- CCC-20, Civil Township, P.O-Rourkela-769004, P.S-Raghnathpali, Dist-Sundergarh, By Caste- Marwadi (Non SC/ST), By Occupation- **Business**, **PAN- AYJPB3727C,Aadhaar No- 3436 1988 5499, Mob No- 9861153000.**

Hereinafter called and referred to as the SELLER (Which expression shall unless excluded by or repugnant to the context shall mean and include her/his/its successors, assignees and legal representatives) of the ONE PART.

**NAME & ADDRESS OF THE VENDEE/S**

**SRI/SMT.** \_\_\_\_\_, aged about-\_\_\_\_ years, S/D/W/O- \_\_\_\_\_, Resident of villa- \_\_\_\_\_, P.O- \_\_\_\_\_, P.S- \_\_\_\_\_, Dist- \_\_\_\_\_, By occupation- \_\_\_\_\_, By Caste- \_\_\_\_\_ (ST), PAN- \_\_\_\_\_, Aadhaar No- \_\_\_\_\_, Mob No- \_\_\_\_\_.

Hereinafter called and referred to as the **PURCHASER** (Which expression shall unless excluded by or repugnant to the context shall mean and include her/his/its successors, assignees and legal representatives) of the ONE PART.

**NATURE OF DOCUMENT :- S A L E D E E D**

**DATE OF EXECUTION :-**

**VALUE OF PROPERTY :** Cost of land -Rs. \_\_\_\_\_/-  
Cost of building -Rs. \_\_\_\_\_/-  
Total -Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_)Only.

**CONSIDERATION AMOUNT:** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only

The Projects Plan duly approved by the planning Authority vide Letter No- 3791 dt. 7/4/22 and also the project is Registered under ORERA, Bhubaneswar vide ORERA Regn. No- \_\_\_\_\_ dt- \_\_\_\_\_.

1. Whereas, the Seller/s 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 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.

2. **DESCRIPTION OF THE PROPERTY:**

**SCHEDULE-A**

(Land recorded in the name of the owner)

Mouza- RTU No-40, P.S/Tahasil/Dist- Raghunath palli

<u>Khata No.</u>	<u>Plot No</u>	<u>Kisam</u>	<u>Area</u>
192/12	802/1349, 804/2796, 802/3383	Gharabari	Ac. 0.39 res.

Bounded by:	North-	South-
	East-	West-

**SCHEDULE-B**

(Land and Building sold to the vendee)

The undivided, impartible, under marc hated, indivisible proportionate land share measuring Ac.0 res.out of Ac. 0.39 res. out of **plot No-** 802/1349 under **khata No-**192/12, kism- gharabari of mouza \_\_\_\_\_, P.S/Tahasil/Dist- sundargarh, odisha and the flat no- \_\_\_\_\_ on the \_\_\_\_\_ FLOOR . Comprising \_\_\_\_\_ sqft. Carpet area( \_\_\_\_\_ sq. meter) with parking no- \_\_\_\_\_ in the stilt Floor. The floor plan showing the sold area in red colour annexed hereto.

Bounded by:	north-	south-
	East-	west -

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 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 "GLORIA 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 and.

6. that, the purchaser shall not throw or accumulate dirt, rubbish, rags or refuse or permit the same to be thrown in the flat or in any of the common areas of the said building. That the purchaser shall also be liable to pay any charges, Levies etc. imposed by the government local Authority for any external/peripherals services to be provided to the colony and any other charges on a prorated basis according to the area of the flat as may be intimated by the owner's society to the purchaser. That the purchaser shall maintain at his cost the flat 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 said building. In case of any loss or damage being caused to the flat 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 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 as 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 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.

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 COST OF FLAT/OFFICE "SCHEDULE "B"

01. Proportionate undivided impartibly,  
Share Land cost \_\_\_\_\_ Rs \_\_\_\_\_  
(For Ac.0.0....Dec)
02. Total price of flat on the carpet area.....sqft.
- Ceramic tiles flooring \_\_\_\_\_ Rs \_\_\_\_\_  
Electrification and PH cost 25% of building cost  
And flooring cost \_\_\_\_\_ Rs \_\_\_\_\_

External PH 15%  
GST and other Taxes (as applicable)

Rs \_\_\_\_\_

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 Bhoodan.
  2. The land is not 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 purchases 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 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 temp duty and registration fees paid over GST amount.
  7. We, the seller and 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.

Signature of executants/s

Signature of claimant/s

In Witness whereof the vendor/builder and vendee signed this indenture on the day, month and the year here in above mentioned being present at sundargarh.

WITNESSES

1.

(Anup Bansal)  
Partners, Gloriaa projects  
Vendee

2.

(Sri/Smt. \_\_\_\_\_ )  
Vendee

Drafted by me and typed in my office, The contents reas over and explained to the executants who admitted the same to be rue and correct and signed in my presence.

( \_\_\_\_\_ )  
Advocate  
LicenceNo \_\_\_\_\_.