

SALE DEED

THIS DEED OF SALE made on this the _____ day of January, 2022 (Two thousand twenty two).

BETWEEN

DUSHASAN SWAIN, aged about 65 years, S/o. Late Bansidhar Swain, by caste – Khandayat, by profession – Business, resident of At. – Pandiapada, P.O. – Retanga, P.S. – Tamando, Bhubaneswar, District – Khordha (Odisha), PIN – 752054, presently residing at Tamando, P.O. – Tamando, P.S. – Tamando, District – Khordha (Odisha), PIN – 752054, having PAN – AMQPS4110B, Aadhaar No.5502 2264 2985, Mobile No.9861023142 (hereinafter called the “VENDOR” which expression shall mean and include his heirs, successors, assigns and representatives) of the ONE PART.

AND

SRI/SMT., aged about years, S/o. / W/o., by caste -, by profession -, resident of At., P.O....., P.S. -, District -, State -, PIN -, having PAN -, Aadhaar No....., Mobile No..... (hereinafter called the “VENDEE” which expression shall mean and include his/her heirs, successors, assigns and representatives) of the OTHER PART.

WHEREAS, the vendor is the absolute owner of the property situated in Mouza – Narasinghpur, under P.S. – Khandagiri, Tahasil – Bhubaneswar, District – Khordha, bearing Khata No.213/167, Plot No.391, area Ac.1.012 decimals, the

details of which are given in the schedule below, which stands recorded in the name of vendor and the vendor has obtained "PATTA" (Record of Rights) thereof from the Tahasildar, Bhubaneswar in respect to Mutation Case No.6291/06 extracting from Khata No.46 and the vendor is in peaceful possession over the same without any dispute.

AND WHEREAS, the vendor has got the said property converted from agricultural status to residential (homestead) status vide O.L.R. U/s. 8 (A) Case No.2575/10.

AND WHEREAS, the vendor has been paying land revenue (rent) to the Govt. of Odisha through the Tahasildar, Bhubaneswar regularly and obtained receipts thereof.

AND WHEREAS, the vendor has got sub-division lay-out plan under Sub-Section (3) of the Section -16 of the Orissa Development Authorities Act'1982 (Orissa Act, 1982) in respect of the said Plot No.391 under Khata No.213/167 from Bhubaneswar Development Authority, vide Letter No.21587/BDA, Bhubaneswar, dated 07.06.2021 in File No.LPBA-2428/18 and developed a project in the name and style of **"BANSIDHAR SWAIN HOUSING PROJECT"**.

AND WHEREAS, the vendor has registered the said project with Odisha Real Estate Regulatory Authority, Bhubaneswar and obtained Project Registration Certificate bearing Registration No..... for commercial exploitation of the plotted scheme.

AND WHEREAS the vendor hereby declares that the schedule property is free from all encumbrances, litigation, disputes, liens, attachments and charges etc. and the vendor is in

peaceful possession over the same having all rights, titles and interests etc..

AND WHEREAS the vendor is in need of money for development of his business and other legal necessities, looking for a customer to sell the **Lay-out plan Sub-Plot No..... measuring sq. mtr. i.e. sq. ft. (Ac.0.0..... decimals) out of total area Ac.1.012 decimals in the said project “BANSIDHAR SWAIN HOUSING PROJECT”,** the details of which are given in the schedule below, for a consideration money of **Rs...../- (Rupees)** only.

AND WHEREAS, the vendee is willing to purchase the said property and paid the full consideration money of **Rs...../- (Rupees)** only in advance i.e. prior to execution of sale deed, in presence of witnesses and others, the receipt of which the vendor has acknowledged and hereby admits.

AND WHEREAS, the vendor, after receiving the aforesaid consideration money in full from the vendee, execute and register this sale deed to-day in favour of the vendee according to his free will and sound mind and hereby conveys, grants, transfers and assigns by way of this sale and make the vendee owner of the land hereby sold by delivering and placing the vendee in peaceful possession together with all rights, titles and interests, profits and demands whatsoever in respect of the schedule property and the vendor, his heirs, successors, assigns and representatives etc. became destitute of all rights, titles, interests over the said property.

WHEREAFTER the vendee, is at liberty to get his/her name mutated in the Government and all other records and get the official records corrected, pay rent and obtain receipts thereof to which the vendor or any of his heirs, successors, assigns and representatives etc. will have no objection whatsoever.

AND WHEREAS the vendee, is at liberty to use and enjoy the land hereby sold and convey the same at his/her sweet will in any manner, the vendee, his/her heirs, successors, assigns and representatives etc. may construct houses, structures, buildings and gardens etc. thereon.

AND WHEREAS, the vendor further covenants that the vendee is hereby delivered the peaceful physical possession on dated of the developed sale plot. He/She shall have right to exercise all legal possessor and proprietary rights, titles, interests, possession without any objection from or by the vendor or any person claiming any title under the vendor (copy of the Possession Certificate Attached).

AND WHEREAS, the vendee shall peacefully and equitably possess in common areas like road, open space, civic amenities, transformer area, etc. along with other vendees and enter into, retain, hold, use and enjoy the same without any binding or interruption, claim (in future also).

AND WHEREAS, the vendee his/her heirs, successors, assigns and representatives shall use and enjoy the common areas along with other co-owners with the peacefully without doing any harm or obstruction to other co-owners.

AND WHEREAS, the vendee will commonly use and enjoy the community and other facilities provided by the vendor in the said **"BANSIDHAR SWAIN HOUSING PROJECT"** along

with other occupants of the said project and shall not disturb or obstruct the other occupants in the said project.

AND WHEREAS the vendor further declares that prior to this sale he has neither transferred the said property to any one nor there exists any charges or encumbrances on the land hereby sold and conveyed.

IF in future any defect is found in the title of the vendor of the said property and the vendee, his/her heirs, successors, assigns and representatives etc. become dispossessed of any part or whole of the said property, as a consequence thereof, the vendee, his/her heirs, successors, assigns and representatives etc. will have right to sue against the vendor, his heirs, successors, assigns and representatives etc. and get refund of the consideration money together with interests, costs and expenses through proper court of law.

SCHEDULE OF PROPERTY

(Transferred in favour of the vendee/purchaser)

District – Khordha, P.S. – Bhubaneswar, Hal P.S. – Tamando, P.S. No.24, Tahasil – Bhubaneswar, under the Jurisdiction of Sub-Registrar, Khandagiri, Bhubaneswar. **Mouza – NARASINGH PUR, Khata No.213/167 (two hundred thirteen / one hundred sixty seven), Sthitiban, Plot No.391 (three hundred ninety one), Kisam – Gharabari, area sold Ac.0..... decimals i.e. Sq. Mtr. or Sq. ft. out of total area Ac.1.012 decimals, as per sketch map Lay-out Plan Sub-Plot No..... shown in red colour attached to this sale deed in the project named and styled as “BANSIDHAR SWAIN HOUSING PROJECT”, at Narasinghpur, P.O. – Retanga, District - Khordha. Rent Rs.2.00 paisa.**

BOUNDED BY : -

North –

South –

East –

West –

COST OF PLOT

(1) Total price of Developed Plot – Rs...../-

Total – sqft.

Rate of plot per sqft. @ Rs...../-

(2) Registration Charges, Stamp Duty and other taxes as applicable : -

Stamp duty 5% - Rs...../-

Govt. fees 2% - Rs...../-

The land is not lease hold and it is not an endowment land. The land is not within the consolidable limit. The land is situated within the Town Planning and Bhubaneswar Development Authority Area of Bhubaneswar. The land is not obtained by way of Bhudan.

IN WITNESS WHEREOF the vendor signed this the day,
month and year first above, mentioned, in presence of following
witnesses.

WITNESSES :

1.

VENDOR

2.

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

VENDEE

VENDOR

Prepared by me.

Annexure

Schedule of Sub-Divided Plot

Sl. no	Plot no	North	East	South	West	Area (in Sqm.)
1	01	12.48	9.29	15.64	8.53	124.46
2	02	15.64	8.56	16.32	8.53	137.17
3	03	7.74	13.19	9.25	13.11	110.36
4	04	8.53	13.11	8.53	13.11	111.86
5	05	8.53	13.11	8.53	13.11	111.86
6	06	9.25	13.13	9.74	13.11	123.18
7	07	8.82	13.25	8.88	13.51	117.55
8	08	8.53	13.51	8.54	13.35	114.63
9	09	9.14	13.35	9.15	13.20	121.35
10	10	8.52	13.20	8.52	13.22	112.18
11	11	8.53	13.22	8.53	13.32	113.65
12	12	9.25	13.32	7.98	13.29	113.24
13	13	9.66	13.11	9.34	13.11	124.73
14	14	8.84	13.11	8.84	13.11	115.85
15	15	8.84	13.11	8.84	13.11	115.85
16	16	8.84	13.11	8.84	13.11	115.85
17	17	8.84	13.11	8.84	13.11	115.85
18	18	9.03	13.11	9.66	13.13	124.53
					Total	2124.15



Dushasan Swain
Promoter