

SALE - DEED

THIS INDENTURE OF SALE executed on this ____ Day of _____ 20 ____ (Two thousand ____)
BY

M/S TRISHAKTI PROMOTERS AND BUILDERS PVT LTD, a registered company under Company Act.1956, having its regd. office at Flat No.203, Plot No.194-F, Cuttack Road, Bhubaneswar, Dist- Khordha, Odisha, at present residing at Plot No.300, Kharavel Nagar, Bhubaneswar, Dist- Khordha, Odisha, represented through its Director **Sri Umesh Patnaik**, aged about - 50years, son of Dr.Kesabananda Patnaik. By Caste- Karan, By Occupation- Business, PAN-AADCT6408R,

GPA holder for and on behalf of **Sailabala Pattanayak**, aged about- 90 years, W/o Bipra Charan Pattanayak, By Caste- Karan, resident of At: Uttaramundamuhan, Po: Janla, PS: Jatni, Dist- Khurda, Odisha, Pin-751009, Mobile No.9438079496, PAN-AASPP6325R. Vide GPA No.11121903722, dtd. 21.08.2019, registered before SRO- Jatni.

(herein after called the **VENDOR**" which expression shall mean and include his heirs, successors, assigns and representatives) of the **ONE PART**.

AND IN FAVOUR OF

SRI....., aged about-years, W/S/o-, By Caste-....., By Occupation-, resident of At:, Po:, Dist-, Odisha, Pin-....., Mobile No....., PAN-..... (here-in-after called as "**VENDEE/S**" which expression shall mean and include his/her/their legal heirs, successors-in-interest, legal representatives, administrators and assigns) of the **OTHER PART** NATURE OF DEED: **SALE DEED**

CONSIDERATION AMOUNT:-

Rs. _____	/- (Rupees					
Value	of	Flat	as	per	Govt	Valuation:
Rs.-/- (Rupees						

WHEREAS the property mentioned in the schedule below stand recorded in the name above said principal by way of patta (ROR) from major settlement Cuttack in the year 2013 *principal* is in peaceful possession with all right, title, interest etc over the same as absolute owner without any dispute and litigation. And also deposited conversion premium as per the order of the Tahasildar Jatni, and convert the kissam of the land to Gharabari Vide OLR 8 (A) Case No.667/014 on date 09.10.2017

AND WHEREAS, the said **M/S TRISHAKTI PROMOTERS AND BUILDERS PVT LTD** have constructed a building (Apartment) through in the name and style of "**VAISHNO GREENS**", obtaining necessary building plan approvals and clearances from BDA Vide Letter No-31079/BDA, dtd- 20.12.2019.

AND WHEARAS, the vendee expressed a desire to purchase an undivided proportionate share and interest in the said schedule property measuring an area Ac. _____ decs, from the total area A1.875decs , Along with the building measuring carpet area _____ sft assigned as Flat No - _____ in Block _____, at _____ floor in the apartment named as " **VAISHNO GREENS** " with all heridetaments, appurtenances for a sale consideration money of Rs. _____)

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In consideration of an amount of Rs. _____), 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 forever and the vendor do hereby covenant that not withstanding any act, deed or thing done by them, they have a clear and 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. The vendor further states that he shall at all times here-after at the request and cost of the purchaser executed or cause to be executed any further acts, deeds, conveyances, assurances for assuring the said proportionate impartible undivided interest in the land with the building as detailed and delineated in the schedule set out below in favour of the purchaser and the vendor, its directors, successors-in-interest shall at all times here-after indemnify and keep indemnified the purchaser against any loss, damage etc., if any, suffered by the purchase by reason of any defect or deficiency in title of the vendor or any breach of the declaration here-in-obtained.

2. The vendor doth 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/she/they 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/are hereby delivered possession of the proportionate undivided impartible share in the land and building and they 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 purchaser is/are responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable to Revenue, Municipality, Urban, CESU, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below.
6. That the purchaser shall peacefully and equitably possess in common along with other purchasers of the said apartment 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 its directors, successors-in-interest, executors, administrators, assignees and representatives or any other person .
7. That the purchaser is at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment like overhead tank, Under Ground water tank, lift, common passage, Parking Space, staircase, etc. along with the other purchasers/flat owners of the said apartment and shall and remain abide by the terms and conditions as an Apartment dweller and the vendor may develop the adjacent land of the said property and shall use and enjoy the common internal roads provided in the said apartment to which the purchaser will not create any sort of obstruction whatsoever in any manner.
8. That, the purchaser, his/her/their 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.

9. That, the purchaser is/are also at liberty to get his/her/their name mutated in the Government, Municipal corporation, CESU, Revenue Departments, etc. and all other records and pay the taxes, rents and charges in his/her name and obtain receipts thereof.

10. That the purchaser 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 effect the right of other flat owners.

11. That, the purchaser shall not use the flat for any unlawful acts and shall not store inflammable/explosives, hazardous substances & 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 vendees are responsible to keep the flat free even from noise pollution and shall use the said flat only for their residential purpose.

12. That the purchaser/s as well as the other similar flat owners 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 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 owner shall be bound to become the member of such association / society. The Odisha Apartment Ownership Act. 1982 & rules framed their under shall be binding on the purchaser.

13. 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.

SCHEDULE OF PROPERTY

Dist.- Khurda, Tahasil - Jatni, Ps: Jatni, Ps No.48, SRO- Jatni, Mouza- Ogalapada, Khata No.568, Plot No.976, Power Area A1.875dec. Full Plot , Annual rent Rs.59.11 paise

The Area transferred measuring an area Ac._____ decs. of undivided impartibly in rest out of total area Ac.1.875 decs, with the building thereon measuring _____sft carpet area assigned as Flat No - _____, Block- _____, _____ floor, along with a Parking Space in the stilt floor of "VAISHNO GREENS".

Flat Bounded by :-

North :

South :

East :

West :

Value of flat as per Govt. Valuation

Building _____ floor _____sqft :Rs.

Ceramic Tile Flooring _____sqft : Rs.

Electrification and P.H Cost @ 25% of Building and flooring cost: Rs.

External PH Cost Rs.

Land A _____dec Rs.

Total Rs. _____/-
GST Rs _____

Total Rs. _____/-

CERTIFICATE

Certified that the vendor does not belong to scheduled caste or scheduled tribe, and further the purchaser/s declare that they do not belong to scheduled caste or schedule tribe community, and as the restrictions spelt out of the Orissa Land Reforms Act.

Further 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 here-un-to set and subscribed his hand and seal on the date first above written in presence of witness named below.

WITNESSES :

1.

For TRISHAKTI PROMOTERS & BUILDERS PVT. LTD.

2.

DIRECTOR

Signature of the Vendor/s

I the vendor/s not come under the scheduled caste and scheduled tribe community and the vendee/s declare that they do not belong to Schedule Caste and Tribe Community.

For TRISHAKTI PROMOTERS & BUILDERS PVT. LTD.

Signature of Vendee/s

Signature of Vendor/s.

DIRECTOR

CERTIFICATE

This is to certify that the contents of this deed is drafted by me and read over to the vendor and vendee/s to their vernacular language and they have put their signature respectively in cool and sound mind without having any extraneous influence.

Advocate, BBSR

For TRISHAKTI PROMOTERS & BUILDERS PVT. LTD.

DIRECTOR