

## SALE DEED

THIS DEED OF SALE is made on this the 12 $\mu$  day of Septembers, 2007 (Two thousand Seven).

#### **BETWEEN**

SMT. MANISHA AGARWAL, aged about 30 years, W/o. Sri Ajay Agarwal, by caste: Marwadi, by profession: Housewife, resident of Grand Road, P.o: Puri-1, P.S: Kumbharpada, Dist.: Puri, through her Power of Attorney Holder (G.P.A. No.103, Dt.23.02.2007) SRI AJAY AGARWAL, aged about 33 years, S/o Late Shyamasundar Agarwal, by caste: Marwadi, by profession: Business, resident of Grand Road, P.O: Puri-1, P.S: Kumbharpada, Dist.: Puri, Managing Partner of P.G.S. Constructions, hereinafter called the VENDOR, (which expression unless excluded by or repugnant to the context, shall mean and includes its executors, successors in office, representatives, administrators and assigns) of the ONE PART.

12:09.2009

AJAY AGARWAL, Managing Partner of PGS Constructions P.O.A.H. for Manisha Agarwal

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#### AND

Ram Gupta, By caste: Marwadi, By profession: Business, Resident of Gupta Nivas, Cuttack Road, BBSR-6, P.S: Laxmi Sagar, District: Khurda, hereinafter called the PURCHASER, (which expression unless excluded by or repugnant to the context, shall mean and includes his executors, successors in office, representatives, administrators and assigns) of the OTHER PART.

WHEREAS Manisha Agrawal is the owner in possession of the property described in the schedule below, which it had purchased from Nirupama Kar, W/o. Manoj Ranjan Kar, At: Plot No.1110, Mahanadi Vihar, P.S: Chauliaganj, P.O: Cuttack-4, Dist: Cuttack, vide Regd. Sale Deed No.165 dtd.15.01.2007 registered at D.S.R.Office, Puri.

WHEREAS, said Nirupama Kar had purchased the below scheduled land from one Sri Amal Kumar Samanta, S/o. Late Sailendranath Samanta of Gouranga Chhak, Mainamedinapur, P.S: Maina, West Bengal vide Regd. Sale Deed bearing No.3223, dated 11.06.2005 at D.S.R. Office: Puri and sanctioned for purpose of Residential Unit for Holiday Home vide PKDA Plan No.781, dtd.03.03.2006 over the Khata No.142/141 bearing Plot No.312/670, Area: Ac0.46.5dec. out of total Ac0.54dec.

AND WHEREAS, this land previously had purchased an area Ac0.54dec from Smt.Anjali alias Anjana Sahoo, W/o Shri Sadananda Sahoo of Baseli Sahi, Lokanath Road, Puri Town, Puri, vide Registered Sale Deed No.4454 dt.29.11.95. And Smt.Anjana Sahoo obtained the above said property by her father's family partition bearing No.T.S.46 of 1978

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of the Sub-Judge's Court, Puri, by one Sri Amal Kumar Samanta and peaceful possession over the said land and paying Revenue Rent before the Tahasil Office, Puri & obtain rent receipts & peaceful possession over the said land.

THAT the Vendor herein seized and possessed of and/or otherwise well sufficiently entitled to the said land and hereditament free from all encumbrances and charges whatever and paying Govt. rent and have obtaining receipts.

THAT the Vendors have agreed to sell and the Vendee agreed to purchase the said land in Mouza: Sipasarubali, PS: Puri Sadar No.78, District: Puri and particularly described in the Schedule hereunder written at or for the price of Rs.27,20,812/- (Rupees Twenty seven lakhs twenty thousand eight hundred twelve only) free from all encumbrances attachment and liabilities whatsoever.

WHEREAS, the Vendor wants to sell the 3490 Sqft. Framed Structure with undevided Land share, common curridor, Lobby, Stair Case, Zym, Swimming Pool over the said flat for her own requirement and repayment of dues for a marketable consideration money. Land Cost Rs.1,64,850/- (Rupees One lakh sixty four thousand eight hundred fifty only), Framed Structure Rs.21,21,685/- (Rupees twenty one lakhs twenty one thousand six hundred eightyfive only), Servant Quarter Value Rs.1,61,622/- (Rupees one lakh sixty one thousand six hundred twentytwo only), Garage Value Rs.2,72,655/- (Rupees two lakhs seventytwo thousand six hundred fiftyfive only). Total consideration of Rs.27,20,812/- (Rupees Twenty seven lakhs twenty thousand eight hundred twelve only) and the Purchaser has agreed to purchase the same for the aforesaid consideration money.

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AJAY AGARWAL, Managing Partner of PGS Constructions P.O.A.H. for Manisha Agarwal NOW THEREFORE THIS DOCUMENT SHEWETH that in pursuance of the said mututal settlement and the consideration of the sum of Rs.27,20,812/- (Rupees Twenty seven lakhs twenty thousand eight hundred twelve only) paid by the Purchaser to the Vendor in the presence witnesses and local gentlemen, which the Vendor hereby acknowledges and received the same. The said Vendor does hereby convey, transfer and assign unto and to the use of the Purchaser.

ALL THAT PIECE and PARCEL the land measuring an Area of 1436 Sqft. of Framed Structure with undevided Land share, common curridor, Lobby, Stair Case, Zym, Swimming Pool over the Sale Area Ac0.032.97dec (Thirty two point nine seven decimals) out of total Area Ac.0.465decs. and fully specifically described in the schedule hereto, and all the right, title, interest and possession of the property claim and demand whatsoever of the Vendor into or upon the said land hereby conveyed to and unto the Purchaser absolutely.

WHEREAS the Vendor does hereby convey and declare that the Vendor now has good right, title, interest and possession to convey the said flat hereby conveyed or expressed and intended to be conveyed to and unto the Purchaser in the manner aforesaid.

WHEREAS, the Purchaser shall hereafter peacefully hold use and enjoy the said flat property with all the right attached or attended to it including any right of easement, waterway, pathway and all other benefit without any hindrance, interruption, claim, demand by or from the Vendor or any other person whosoever.

WHEREAS, the Vendor and all persons claiming under her shall and will from time to time upon the request and at a cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said land and every part thereof upto the purchaser and placing her in possession of the same according to the true intend and meaning of their presents as shall or may reasonably required.

AJAY AGARWAL, Managing

Partner of PGS Constructions P.O.A.H. for Manisha Agarwal

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AND IT IS HEREBY further declare that the said flat bearing Sub Flat No.101 & 102 in First Floor and Sub Flat No.201 & 202 in Second Floor hereby transferred to intended to be transferred are free from all encumbrances, charges, claims or demands and their the Vendor has not done anything by which or whereby the flat may be subject to any attachment or lien of any court, person or body whatsoever and there is no proceeding of the acquisition or requisition of the said flat and the Vendor declares and agrees to fully indemnify the Purchaser against any charge, lien, claim or demand and it is further declared by the Vendor. That the flat conveyed hereunder is not a Government Leasehold and there is no legal bar for the transfer of the flat and this flat does not belong to any public institution nor it is under control of Endowment Commissioner under Orissa Hindu Endowment Religious Institution Act.

#### SCHEDULE OF PROPERTY

Dist: Puri, District Sub-Registrar Office: Puri, P.S. Puri Sadar No. 78, Tahasil: Puri Sadar No. 605, Mouza: Sipasirubuli, Khata No. 142/141 (One hundred forty two by One hundred forty one), Plot No. 312/670 (Three hundred twelve by Six hundred seventy), Area: Aco. 465dec. out of Aco. 540dec. out of Ac. 3.00 Kissam: Gharabari-I.

Undivided land share Sale Flat Area Aco.032.97decimal (Thirty two point nine seven decimals), which is 1436 Sqft. out of total Area Aco.465decimals (Four hundred sixty five decimals), Framed Structure with normal flooring of 1853 Sqft. in the First Floor bearing Flat No.101 & 102 valued at Rs.9,85,796/- and Framed Structure of 1853 Sqft. in the Second Floor bearing No.201 & 202 valued at Rs.11,35,889/- with undevided Land share, common corridor, Lobby, Stair Case, Zym, Swimming Pool having PKDA approval. Garage No.1 & 2 of 415 Sq.ft. valued at Rs.2,72,655/-, 246Sq.ft. Servant Quarter Rs.1,61,622/- and Land Cost Rs.1,64,850/- with an annual rent of Rs.5/- (Rupees five) only.

We the Vendor and Purchaser do not belong to Schedule Caste or Schedule Tribe community.

AJAY AGARWAL, Managing Partner of PGS Constructions P.O.A.H. for Manisha Agarwal

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12,09,2007

IN WITNESSES WHEREOF, the Vendor and Purchaser hereto have subscribed their signature on the day, month and year first above written.

#### WITNESSESS:

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Syo: (Nourayon choeuren

of C.T. Loog Pu-2

P.S. Seageocy pripeur

2. Navayan Sahoro

Sto Bhobani Sahoro

of Birapochop Ambada Sahi

P.S. Chandan Im. Am. 

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SIGNATURE OF THE PURCHASER

#### CERTIFICATE

Certified that the terms and the conditions of this Deed of Sale has been dictated by me as per the instruction of the executant and has been Computerised accordingly.

Computerised by: Shrikshetra Xerox, Puri.

PRAS: Nayer Admi Advocate, Pari Admy

# Form - B DECLARATION

### (Land/ Property where there is House/ Structure exists)

We the Executant/s and Claimant/s do hereby declare that there is structure/ house on the schedule property transacted in this document as per details given below. If existence of excess structure/ house area is detected at later stage the document will be treated as invalid.

	Asy Jens		
	Signatures of Executant/s	S	ignatures of Claimant/s
	<u>Details of</u>	Structure/ Hor	ise ·
	Kind of Structure		
	Type of Floor		
	Square Feet are Ground Floor	por :	
	2 <sup>rd</sup> Floor		
	Cost of the Building		
	Cost of the Sanitation		
	Cost of the Water Supply		
	Cost of the Electricity		
	TOTAL	: -	
	Year of Construction	:	
(-)	Depreciation Value		
	Type of Boundary		
	Length of the Boundary		
(+)	Cost of the Boundary		
	TOTAL	: :	
	Cost of Garage or other		
	ancillary house		
	Net Value of the Building / Hou	se :	

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Signatures of Executant/s

Signatures of Claimant/s