

SALE DEED OF DWELLING UNIT/FLAT IN CGEWHO's BHUBANESWAR HOUSING PROJECT

Reg. :- Sale Deed of DWELLING UNIT/FLAT of Kendriya Vihar ,Bhubaneswar, a project executed by Central Government Employees Welfare Housing Organisation having its registered office at 6th floor , 'A' Wing, Janpath Bhawan , Janpath lane, New Delhi-110001. The land admeasuring about 10.11912 Acres (440789 sqft.). situated, at Mouza Begunia Barehi, coming under office of the Registrar Bhubaneswar, District of Khurda and State of Odisha. out of which the Sale Deed of DWELLING UNIT/FLAT No. _____ of _____ Type in Block No._____ on the _____ Floor, admeasuring _____ Sqft. Alongwith one car parking No. _____ at stilt floor under _____ block and including cost of common properties/amenities___for sale consideration of Rs._____ (Rupees_____ only)

SALE DEED OF DWELLING UNIT/FLAT

This Deed of Sale written, made and executed on this _____ day of _____ month _____ year at Bhubaneswar.

BY AND BETWEEN

1. CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION for briefly referred to hereunder as "CGEWHO", an autonomous welfare organisation under Ministry of Housing and Urban Poverty Alleviation of Government of India registered under the provisions of THE SOCIETIES REGISTRATION ACT, 1860 in the office of Registrar of Societies at New Delhi having its registered office at 6th Floor, A-Wing, "Janpath Bhawan", Janpath, New Delhi – 110 001, executing through

Shri _____ aged _____
years, Occupation SERVICE, residing at _____

ATTORNEY AND SIGNATORY on behalf of Chief Executive Officer of CGEWHO hereinafter in this Indenture of Sale referred to as "THE SELLER OF THE FIRST PART" which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said "SELLER" and its successors, assignees, attorneys, legal representatives, administrators, office bearers, designated persons, liquidators etc. PERMANENT ACCOUNT NO OF CGEWHO : **AAATC1861B.**

THE SELLER OF THE FIRST PART

2. Shri/Smt. _____
aged _____ Years , S/o Shri _____
_____ residing at _____

hereinafter referred to as the "PURCHASER" in which expression unless repugnant to all context, shall always mean and include his natural heirs,

successors, administrators, legal representative and permitted assignees
etc. PERMANENT ACCOUNT NO OF PURCHASER :

THE PURCHASER OF THE SECOND PART

RECORD OF RIGHTS

WHEREAS, the Vendor is the absolute owner of the property mentioned in the schedule below having purchased the same vide Regd. Sale Deed No.11594 dtd.16.11.2006 from Madhaba Nanda Pradhan and the same has been mutated in the Govt. records vide Mutation Case No.3486/07, Misc. Case No.17/08 from Khata No.17 and vide Regd. Sale Deed No.11582 dtd.16.11.2006 from Shree Annapurna Build Cons. Ltd., represented by it Managing Director: Sri Navin Chandra Patel and Director: Himat Lal Patel and the same has been mutated and converted in the Govt. records in the name of Seller vide Mutation Case No.17068/14, from Khata No.173/317, Mutation Case No.17050/14 from Khata No.173/214, Mutation Case No.17060/14 from Khata No.173/331, Mutation Case No.17062/14 from Khata No.173/271, Mutation Case No.17064/14 from Khata No.173/393, Mutation Case No.17066/14 from Khata No.173/389. Mutation Case No.17069/14 from Khata No.165. Mutation Case No.17070/14 from Khata No.173/395. Mutation Case No.17061/14 from Khata No.173/316. Mutation Case No.17059/14 from Khata No.130. Mutation Case No.17056/14 from Khata No.173/274. Mutation Case No.17051/14 from Khata No.173/166. Mutation Case No.17052/14 from Khata No.111. Mutation Case No.17053/14 from Khata No.173/36. Mutation Case No.17054/14 from Khata No.146. Mutation Case No.17055/14 from Khata No.173/11..... respectively, and the Vendor is in peaceful possession over the same without any dispute having all rights, titles and interests etc. thereon.

AND WHEREAS, the Vendor has converted from agricultural land residential land (Homestead) and deposited the necessary fees for the same.

OBJECTS

- I. **PREAMBLE** : This Deed of Sale is made, executed and written down with object.
 - I.1 TO EVIDENCE the SALE TRANSFER and CONVEYANCE of the immovable property described in detail in SCHEDULE annexed to it for and in favour of the PURCHASER of the Second Part.
 - I.2 TO EVIDENCE the receipt and passing on of the SALE CONSIDERATION from the PURCHASER to the SELLER.
 - I.3 TO EVIDENCE the transfer of actual and legal possession of the immovable property to the PURCHASER from the SELLER.
 - I.4 TO EVIDENCE other terms and conditions, preventions etc. to be complied with by the PURCHASER as the cohabitant of the TRANSFERRED IMMOVABLE PROPERTY covenanted with the SELLER and other PURCHASERS and the society formed by the Purchaser(s).
 - I.5 TO EVIDENCE the transfer of exclusive ownership of the IMMOVABLE PROPERTY described in Schedule along with the rights, interests etc. and rights of user, rights of easements, common rights of egress and ingress to the premises and other available facilities and amenities to be vested hereinafter in the PURCHASER and their ASSIGNEES etc.
- II. **LAND:-** Whereas, the Central Government Employees Welfare Housing Organisation has purchased the land for the purpose of Housing project of DWELLING UNITS for deserving Central Government employees on the said land Begunia Barehi, Bhubaneswar admeasuring about **10.11912** Acres (440789 Sqft.) situated , lying and being at Mouza Begunia Barehi, in the District Sub- Register Office Bhubaneswar, District of Khurda ,State of Odisha .
- III. **PREMISES** :- Means and include all that the developed and constructed DWELLING UNITS on the entire land comprising of different blocks and types and which have been bounded by BOUNDARY WALL & SECURITY GATES WITH CABIN consisting of children play ground , landscaping and central parks, common amenities consisting of community centre with kitchen and toilet facilities and large multipurpose hall etc. The entire project and Dwelling Units which are existing there upon the **LAND** have been named as **KENDRIYA VIHAR, BHUBANESWAR**. The premises also consist of **BASIC AMENITIES** like **WATER SUPPLY & SEWERAGE, ELECTRICITY, MAINTENANCE & RUNNING OF THE SYSTEM**. These all **DESCRIPTION AND AMENITIES AND COMMON FACILITIES** have been described in greater detail in the **Scheme and Technical BROCHURE(s)** of the **CGEWHO** which the **PURCHASER** have satisfactorily gone through and known the specifications etc. and they are utilizing the same.
- IV. **THE DWELLING UNITS** :- Whereas on the said land, CGEWHO has constructed the Dwelling Units comprising of :
 - (1) "A" (1BHK) Type in Stilt Floor, First Floor; Second Floor Third Floor & Fourth Floor; **thirty two nos in Phase-I**.

- (2) "B" (2BHK) Type in Stilt Floor, First Floor; Second Floor Third Floor & Fourth Floor; **one hundred twelve nos in Phase-I and as well Phase-II.**
- (3) "C" (3BHK) Type in Stilt Floor, First Floor; Second Floor Third Floor & Fourth Floor; **sixty four in Phase-I and sixty four Phase-II respectively.**
- (4) "D" (4BHK) Type in Stilt Floor, First Floor, Second Floor, Third Floor and Fourth Floor; **forty eight and sixty four nos in Phase-I & Phase-II respectively.**

And the same is known as **KENDRIYA VIHAR**, BHUBANESWAR (CGEWHO Complex) after converting into non-agriculture land, the building permission has been obtained from the office of the Bhubaneswar Development Authority (BDA Bhubaneswar vide Order No. **3035/BP/B.D.A. Bhubaneswar (file No. BP1B-158/2007) dated 31/03/2008.**

V. **DECLARATIONS :-**

- (1) The SELLER declare that the immovable property being sold and transferred to the PURCHASER is free from all kinds of encumbrances
- (2) The entire KENDRIYA VIHAR has been constructed in accordance with the norms and specifications of Bhubaneswar Development Authority, Bhubaneswar, Odisha and obtained part **occupancy certificate 11156/BDA, Bhubaneswar (File No. BP1B-158/07 dated 25/03/2013.**
- (3) The SELLER CGEWHO have sole right and title to sell and transfer the "DWELLING UNIT" and to receive sale consideration thereof.
- (4) There is no encumbrance of loan, charges, lien etc. of any person/organization etc on this immovable property.

VI. **NOW THIS DEED OF SALE WITNESSTH :**

VI-1 Whereas the SELLER, CGEWHO has received the SALE CONSIDERATION of Rs. _____/- (Rupees - _____ only) including extending car parking area from the PURCHASER towards the full and final consideration (including cost of common properties/amenities) of DWELLING UNIT/FLAT No. _____ of _____ Type, in Block No. _____ on the _____ Floor, admeasuring _____ Sqft. and Car Stilt No. _____ in Block No. _____.

VI-2 Whereas, the SELLER, "CGEWHO" has sold out and transferred the immovable property DWELLING UNIT as described in the Schedule annexed herewith, to the PURCHASER with the exclusive ownership of the DWELLING UNIT along with proportionate,

impartible ownership in the LAND and common amenities and facilities and easements available in the PREMISES.

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- VI-3 Whereas after taking over possession of DWELLING UNITS from the SELLER, CGEWHO, vide Registration No. _____ and its individual letter dated _____ the PURCHASERS have formed an Association / a Society known as "**KENDRIYA VIHAR RESIDENTS WELFARE ASSOCIATION**" that is under registration process and purchaser becomes member in the society.
- VI-4 Whereas the PURCHASER hereinabove is a member of the said Society namely Kendriya Vihar Residents Welfare Association.
- VI-5 Whereas, the SELLER, CGEWHO has handed over actual and physical possession of the sold out DWELLING UNIT; i.e. DWELLING UNIT/FLAT No. _____ of _____ Type in Block No. _____ on the _____ Floor as well as the Car Stilt No. _____ in Block No. _____. who has seized and possessed on the same as peaceful owner of the same.
- VI-6 Whereas the SELLER , CGEWHO has demised with the ownership of the said DWELLING UNIT, the DWELLING UNIT/FLAT with the Car Parking , which have now been vested into the PURCHASER hereinafter along with the impartible proportionate ownership rights in the LAND underneath qua the sold out built up area of DWELLING UNIT.
- VI-7 Whereas, the PURCHASER is now capable to use, utilize and reside in the sold out DWELLING UNIT and to use the Car Stilt allotted to him and with prior permission and sanction to bequeath, transfer, gift, donate & alienate the same to the assigner & inheritors etc from society.
- VI-8 Whereas, the PURCHASER is already in use and utilizing the available common amenities and facilities in open spaces, lobbies, corridors, easements etc. along with co-owner with equal right but without right to claim any ownership.
- VI-9 Whereas the PURCHASER is having right to get the said DWELLING UNIT mutated in the Revenue records and records of other Government and Local Authorities etc. as the case may be at his own cost.
- VI-10 Whereas, the PURCHASER shall get the sold out immovable property be assessed separately for the purpose of taxes, rates, charges etc. whatsoever has to be levied upon and made chargeable upon him by Government and Local Authorities etc at his own cost .

Unless, the immovable property sold is assessed separately for such taxes the PURCHASER shall have to pay his proportionate share of taxes etc in common with other DWELLERS of the PREMISES.

- VI-11 Whereas, the PURCHASER shall have to pay common expenses to be incurred for maintenance in proportion to the actual expenses as decided by the society namely 'Kendriya Vihar Residents Welfare Association'.
- VI-12 Whereas, all payable charges, such as water and electricity bill amounts, taxes of all nature pertaining to the sold out immovable property prior to the date of possession, has been paid by the seller ..
- VI-13 Whereas, the PURCHASER shall have to abide by all the rules and regulations and bye laws framed by the Society known as 'Kendriya Vihar Residents Welfare Association' formed by the PURCHASERS of DWELLING UNITS at KENDRIYA VIHAR (CGEWHO Complex), Bhubaneswar.1
- VI-14 Whereas the PURCHASER shall have to make all necessary payment regularly and without any default to the Society regarding common electricity, common maintenance and other charges etc. and the PURCHASER shall have to use and utilize the DWELLING UNIT, i.e. the DWELLING UNIT/FLAT and the Car Stilt allotted to him in perfect harmony and in such a way that the use by the PURCHASER should not be inconvenient and hazardous to other people of the Society / complex/premises.
- VI-15 A. Whereas the purchaser shall abide by the CGEWHO's rules and regulations as mentioned in the scheme brochure and/or undertaking(s)/ agreement(s) given/entered into at the time of handing over possession and/or during tenancy of construction. In case, there is a violation of the said rules/terms by the purchaser, the CGEWHO shall be empowered to take back the possession of the respective DWELLING UNIT/FLAT after giving proper show cause notice to this effect.
- VI-15 B. Whereas the purchaser undertakes to use the DWELLING UNIT/FLAT for residential purposes only. In case purchaser violates this undertaking or use the DWELLING UNIT/FLAT for other than residential purpose including commercial, then in that eventuality CGEWHO shall reserve the rights to resume the DWELLING UNIT/FLAT or to levy any kind of penalty as decided by the competent authority.
- VI-16 Whereas all expenses of stamp charges, registration fees and other charges incurred for the registration of this DEED OF SALE are paid and borne by the PURCHASER.

SCHEDULE OF PROPERTY

Dist.: Khurda, PS: Bhubaneswar, Hal PS: Tamando, PS: No.19, Tahasil: Bhubaneswar, under the jurisdiction of District Sub-Registrar, Khurda, Bhubaneswar
Mouza: BEGUNIABAREHI.

SI No	Khatha no	Plot no	Area
1	173/381	97	Ac.0.750 dcs.
2	173/764	74	Ac.0.155 dcs.
		84	Ac.0.070 dcs.
3	173/760	26/889/1291	Ac.0.726 dcs.
		57	Ac.0.050 dcs.
		85	Ac.0.110 dcs.
		71	Ac.0.270 dcs.
		24/1290	Ac.0.213 dcs.
		23/1289	Ac.0.040 dcs.
		25	Ac.0.425 dcs.
		27/1288	Ac. 0.195 dcs.
4	173/745	138	Ac. 0.235 dcs.
		75	Ac. 0.060 dcs.
		77	Ac.0.105 dcs.
		79	Ac.0.045 dcs.
		91	Ac.0.340 dcs.
		76	Ac.0.150 dcs.
		52	Ac.0.110 dcs.
		53	Ac.0.110 dcs.
		92	Ac.0.670 dcs.
		93	Ac.0.675 dcs.
5	173/746	72	Ac.0.195 dcs.
		82	Ac.0.150 dcs.
		83	Ac.0.245 dcs.
6	173/747	80	Ac.0.030 dcs.
		78	Ac.0.060 dcs.
7	173/748	95	Ac.0.275 dcs
8	173/749	54	Ac.0.020 dcs.
9	173/744	96	Ac.0.358 dcs
10	173/743	94	Ac.0.235 dcs.
11	173/742	91/490	Ac.0.070 dcs.
12	173/751	87	Ac.0.130 dcs.
13	173/738	88	Ac.0.135 dcs.
14	173/739	102	Ac.0.065 dcs.
		101	Ac.0.090 dcs.
		99	Ac.0.470 dcs.
		98	Ac.0.450 dcs.
		91/460	Ac.0.085 dcs.
		90	Ac.0.050 dcs.
		86	Ac. 0.350 dcs.
15	173/740	100	Ac.0.185 dcs.
16	173/741	91/490/502	Ac.0.029 dcs.
	Total		Ac.9.181dcs.
	Balance under process		Ac. 0.938.12
	G.Total		Ac.10.119.12

**Total area Ac.10.119.12 (Ten Acre one Hundred Nineteen decimal and Twelve Kadi
Kisam)**

All that premises namely DWELLING UNIT, DWELLING UNIT/FLAT No._____ of _____
Type of Block No._____ admeasuring _____ Sqft. on the _____ Floor, with open
Car Stilt No._____ in Block No._____. KENDRIYA VIHAR-I, Begunia Barehi,
Bhubaneswar as shown in annexed plan by yellow colour, together with Proportionate
undivided share of land Ac 0.009.425 Decimal and without rights of roof and above.The
terrace are vested with society.

The Boundaries of the DWELLING UNIT/FLAT are as under :-

North :-

South :-

East :-

West :-

IN WITNESS WHEREOF , OF BOTH the parties above named have put
their signatures on this DEED OF SALE on the date hereinabove in perfect harmony of
mind and body in presence of two persons attesting the same as witness.

THE SELLER OF THE FIRST PART

THE PURCHASER OF THE SECOND PART

Witness - 1

Witness – 2