

SALE OF APARTMENT

THIS DEED OF SALE made on this day of Thousand and BETWEEN THE BHUBANESWAR DEVELOPMENT AUTHORITY, a body corporate constituted under the provisions of the Odisha Development Authorities Act. 1982, (Odisha Act-14, 1982) represented by its Secretary (herein after called the First party which term shall wherever the context so permits means and includes its successors-in-interest and assigns of the one part.

AND Shri/ Smt..... Aged..... Years
S/O / D/O / W/Oresident of.....
P.O. P.S. Dist State
..... By profession (herein after called the second party) which term shall wherever the context so permits means and includes its successors-in-interest and assigns of the other part.

WHERE AS, the Governor of Odisha by a deed of lease executed in favour of the first party has demised to the First Party for purpose of building apartments and for selling or leasing out those apartments for residential purpose, the lands more fully described in the schedule 'A' hereto with all easements and appurtenances if any for a period of 90 years and thus the First party is the lessee in respect of the schedule site and second party hereby acknowledge that he/ she has perused the lease-deed and has understood the contents thereof.

AND WHEREAS, THE FIRST PARTY has constructed Apartment Housing Scheme, on the Scheduled land and is the owner in possession thereof;

AND WHEREAS, the First Party has been duly authorized by the Governor of Odisha to transfer or lease out of sell the apartment thereon, according to the terms and conditions of the lease.

AND WHEREAS, in pursuance of the said apartment Housing Scheme the First Party at its own expense has constructed an apartment more particularly described in the Schedule 'B' hereunder and is herein after referred to as "THE APARTMENT".

AND WHEREAS, in pursuance of the said Apartment Housing Scheme, the Second Party has applied to the First party for purchasing the lease hold interest in the Schedule land and with the apartment constructed thereon under Category on the terms and conditions herein after set forth.

AND WHEREAS, the First Party has agreed to sell the said apartment in favour of the Second party.

It is HEREBY agreed to between the parties hereto as follows :-

1. That the First Party hereby conveys the ownership of the apartment to the Second party and /shall deliver possession after execution of the agreement and not later than a week/ the Second Party has already been delivered the possession of the apartment in pursuance of the Agreement for sale of agreement date
2. That since the second party has already paid the entire sale price of the apartment amounting to Rs..... (Rupees.....) only to the First Party, the Second Party is the absolute owner of the apartment and becomes a lessee under the Governor of Odisha for the unexpired period of the lease for 90 years granted by the Governor of Odisha to the First party and the First party shall not obstruct the possession or peaceful enjoyment of the apartment by the Second Party in any manner.
3. That the Second Party shall pay the yearly rents amounting to Rs..... in favour of Governor of Odisha to be paid half yearly, on 28th of April and 8th of November every year subject to any revision of rent in the office of the Tahasildar, Bhubaneswar or any other place or places as may be appointed by the Governor in that behalf, the first of such payment of rent shall be payable on.....
4. That the Second Party shall pay all rents, taxes cesses and other outgoing payable in respect of the apartment to the State and Central Govt., Bhubaneswar municipality and other local or public authority.
5. That the Second Party shall not, without the prior written permission of the First Party use the apartment for any purpose other than residential.
6. That the Second Party shall have no right to transfer by way of sale, gift, mortgage or assignment or sub-let or otherwise part with the possession of the whole or any part of the said apartment without obtaining the prior written approval of the Vice-Chairman, B.D.A. who has been authorized to accord permission vide G.A. Department Order memo No. 6526/CA dated 21.06.86.

Provided that in the event of transfer being made without obtaining the prior written approval of the Vice-Chairman, Bhubaneswar Development Authority. Such transfer shall be void and it shall be open to the First Party to terminate the Lease and take immediate possession of the apartment soon after the lease is terminated, the possession of the apartment by the Second party shall be deemed to be illegal and un-authorised.

Provided Further that the Second Party may after expiry of two years from the date of execution of this deed request the First party in writing to transfer in any manner of the apartment and in the event of the written approval being given, the First party may impose such terms and conditions as it thinks fit.

7. That the Second party shall not erect or build or permit to erect or build on the apartment other than that hereby sold nor make addition or alteration to the existing building at any time except with the written permission of the First Party.

(3)

8. That the Second Party shall not do any act or cause any act to be done on the said apartment which is likely to cause nuisance or disparagement, annoyance or inconvenience to the First Party or to any other person or persons in the neighbourhood.
9. That the First Party shall not be responsible for any damage to the apartment caused by natural calamities like flood, earth quake, cyclones, or any other act of God and explosion fire, riots etc.
10. That the Second Party shall abide by all the conditions which are contained in the relevant lease-deed executed between the Governor of Odisha and the First Party which he has already persued as mentioned earlier.
11. That the Second Party shall abide by all conditions as per the provisions of the Odisha Apartment ownership Act-1982 (Odisha Act-1 of 1984).
12. That Second Party shall (other-wise) abide by all rules, regulations and by laws and other orders/directions that may be issued by the Bhubaneswar Development Authority in pursuance of the provisions contained in the Odisha Development Authorities Act-1982 and (also in) the Odisha Apartment Ownership Act-1982 (Odisha Act-1 of 1984) and rules made there under.
13. That in all matters of doubt concerning interpretations of any of the provisions of this indenture the decision of the vice-Chairman, Bhubaneswar Development Authority shall be final and binding on the Second Party.

IN WITNESSESS WHERE OF THE Parties above named have hereto respectively signed their names on the dates mentioned below their signatures.

Signature of the Second Party

Date :

Signature of the First party

Date :

In the presence of witness

1.

2.

In the presence of witness

1.

2.

SCHEDULE 'A' ABOVE REFERRED TO

A buildable area of Acres out of the following plots of
lands as per drawing No..... In the Village
..... P.S.
Dist.....

KHATA NO.

PLOT NO.

AREA

As per the lay out plan prepared by the Bhubaneswar Development Authority of
..... Apartment housing Scheme under the jurisdiction of
Dist Registrar of Bhubaneswar, Dist : Khurda.

Signature of the Second Party

Signature of the First Party

SCHEDULE 'B' ABOVE REFERRED TO

An EWS/LIG/MIG-A/B/I/II/HIG Apartment bearing No..... measuring
..... sft. Length
fts. Breadth fts. Plinth area of
of Apartment Housing Scheme as shown in Plan
bearing drawing No. prepared by the Bhubaneswar
Development Authority, Bhubaneswar for development of the said apartment Housing Scheme
under jurisdiction of the Dist. Registrar of Bhubaneswar, Dist -Khurda Annual rent of Apartment
Rs.

Bounded By :

North

South

East

East

Signature of the Second Party

Signature of the First Party