

SALE DEED

THIS INDENTURE OF SALE executed on this the
day of 20__.

1. **PRASANNA KUMAR SAHOO** aged about 61 years
 2. **SATYA PRASANNA SAHOO** aged about 59 years
 3. **CHINMAY SAHOO** aged about 56 years
- All are sons of Late KashinathSahoo

Mahadev Griha Nirman Pvt. Ltd.
Smil Man Saha

Director

Mahadev Griha Nirman Pvt. Ltd.

FOR MAHADEV GRIHA NIRMAN PVT. LTD.

AUTHORISED SIGNATORY
AND AS G.P.A. HOLDER OF

PRASANNA KUMAR SAHOO, SATYA PRASANNA SAHOO, CHINMAY
SAHOO, KANANBALA SAHOO, KALYANI SAHU, AKASH SAHU & BIDISHA SAHU

Sl No.3 is presently residing at 2, Devtirth Bungalows, New CG Road Opposite Janata Nagar, PO-Chandkheda, Ahmadabad-382424, Gujarat.

4. **KANANBALA SAHOO**, aged about 70 years, daughter of Late Kashinath Sahoo, wife of Dr. Rabindranath Sahoo, resident of Plot no 880, Mahanadi Vihar, PS-Chauliaganj, Town/Dist-Cuttack.
5. **KALYANI SAHU** aged about 63 years, wife of Late Raj Kishore Sahu; self & mother guardian for and on behalf of **AKASH SAHU** aged about 34 years son of Late Rajkishore Sahu.

All are Permanent residents of Chauliaganj, PO-Naya Bazar, Cuttack-753004 (Odisha); all are represented through their constituted attorney **MAHADEV GRIHA NIRMAN PVT. LTD.** having its registered office at registered office at Plot No.S1/111, Sector-A, Zone-A, Mancheswar Industrial Estates, Bhubaneswar, Dist.: Khurda; Represent through its _____, aged about years, son of; by Caste:; by Profession: Business; appointed vide Regd. General Power of Attorney bearing No. 10391801823 dated 23/03/2018, executed before District Sub Registrar Cuttack;

6. **BIDISHA SAHU** aged about 40 years, wife of Debabrata Padhy and daughter of Late Raj Kishore Sahu, resident of Chauliaganj, PO : Nayabazar, PS : Chauliaganj, Dist : Cuttack, at present residing at 2049 16th Ct NE, Issaquah, WA-98029, USA; represented through her constituent GPA Holder, **MAHADEV GRIHA NIRMAN PVT. LTD.** having its registered office at registered office at Plot No.S1/111, Sector-A, Zone-A, Mancheswar Industrial Estates, Bhubaneswar, Dist.: Khurda , Represent through its Director **RAVI KUMAR**

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Sunil Kumar Sankh

Director

MODA, aged about 30 years, son of Sri Deepak Kumar Moda, appointed vide GPA executed before ROBERT THOMAS II MORGAN, Notary Public, State of Washington, on 02nd March, 2018, which has been duly authenticated by the Collector, Cuttack on 30/07/2018; (Hereinafter referred to described and collectively described as the vendors which expression, unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors-in-interest, executors, administrators and assignees and collectively referred to as the party) of the FIRST PART.

AND

_____ aged about _____ years, wife of _____, resident of _____, P.O.: _____, PS : _____, Dist :- _____, (Odisha) PIN-_____, By Caste: _____, By Profession: _____; having PAN-_____, Mobile No._____; (Herein after described and referred to as the PURCHASER/VENDEE which expression shall mean and include his/her/their legal heirs, successors, executors, administrators and assignees of the party) of the SECOND PART.

Valuation : **Rs.** _____/- (Rupees _____) only out of which cost of undivided impartible share in the land measuring Ac.0.____ dec. is Rs. _____/- and cost of Building measuring _____ sq.ft. built up area with Vitrified tile Flooring in _____ Floor is Rs. _____/- and Electric & PHD connection is Rs. _____/-.

AND WHEREAS

That the schedule land in question in respect of khata no 88 in the year 1990, it is evident that the said land was recorded in the name of Kasinath Sahoo, son of Gobinda Sahoo, Bijay

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Smit Mani Sankar

Director

Kumar Sahoo, Raj Kishore Sahu, Prasanna Kumar Sahoo, Satya Prasanna Sahoo, and Chinmay Sahoo sons of Kashinath Sahoo. The said record of right covers two plots being plot No 999 and 1388 having a total area of Ac.1.008 decimal. In the meantime the sons Rajkishore Sahu and Bijay Kumar Sahoo have departed this mortal world. In the year 1973 Biswanath Sahoo, who was the son of Gobinda Sahoo and his minor son and his wife Premalata Sahoo had jointly filed Title Suit No 140 of 1973 in the court of Sub Ordinate Judge, Cuttack, for partition against Kasinath Sahoo son of Late Gobinda Sahoo and his sons being Bijay Kumar Sahoo, Raj Kishore Sahu, Prasanna Kumar Sahoo, Satya Prasanna Sahoo and Chinmay Sahoo and mother Chandramani Dei. In the said suit a decree had been passed on the basis of the compromise petition dated 12.6.73, filed by the co owners showing allotment of specific land / plots as per the terms of the compromise petition which has been directed to form a part of the decree. And in the year 2013 Smt. Kananbala Sahoo, who is daughter of Kasinath Sahoo had filed Civil Suit No 356 of 2013 in the court of Civil Judge Senior Division First Court, Cuttack claiming a share in the joint family property which had been described as suit property. In the said suit a preliminary decree was passed on 10.2.16 declaring that the plaintiff and defendant no 1 to 4 have 1/5th share in respect of item no 1 of the property. Plaintiff and defendant no 1 to 4 have 1/10th share over item no 2 of the suit property. In the said decree it has been stated that the parties may effect amicable partition in respect of the property described in the plaint in accordance with their defined shares. And as per the said decree passed in Title suit no 140 of 1973 as well as Civil Suit No. 356 of 2013 the present surviving land owners are Kananbala Sahoo daughter of late Kashinath Sahoo, Prasanna Kumar Sahoo, Satya Prasanna Sahoo, and Chinmay Sahoo all are sons of Late Kashinath Sahoo. The co-owner Rajkishore Sahu had died on 30.12.2016 leaving behind his legal heirs and

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successors including wife Kalyani Sahu, daughter Bidisha Sahu and son namely Akash Sahu, who suffers from mental disability and is not competent to enter into any contract and can be represented by his mother guardian. And now the present vendors named above have exercised various acts of ownership over the scheduled land having every right, title, interest thereon and paying ground rent to the concerned authority and obtained up-to-date rent receipt thereof.

AND WHEREAS

The rightful land owners namely vendors, had formulated a scheme for construction of a multi storied buildings over the scheduled land consisting of flats/apartments, with common facilities and amenities and all infrastructural facilities. The construction of a high rise building and marketability of the flats contained therein is a complex job requiring specialized skill experience and expertise. The land owners had given an offer to the Developer Company/Attorney Holder, for construction of such multi storied building. The offer having been accepted by Developer Company/Attorney Holder, the terms and conditions were crystallized in a comprehensive document styled as Agreement for Development of Land dated 23/03/2018. It is relevant to state here that under the aforesaid documents, the land owners had explicitly conferred and vested, absolute right on the Developer Company/Attorney Holder, which deals in trade of real estate, to prepare the building plans in consonance with C.D.A. Planning and building standards Regulation, construct and execute the high rise building and deal with and transfer by way of absolute sale specific built up area/ready built flats in the complex with parking space.

AND WHEREAS

The Developer Company/Attorney Holder by virtue of the delegation of power made by vendors had taken all relevant steps, right from submission of building plans up till completion

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Smil Kaur Sankie
Director

of the construction work of the complex in accordance with the approval order issued by the C.D.A. Cuttack vide it's letter **No.4315/CDA dated 07/03/2019** having utilized absolutely it's own financial resources.

AND WHEREAS

As per the basis of arrangements, enumerated in detail above, Developer Company/Attorney Holder had acquired absolute right, authority and has the competency to transfer by way of absolute sale specified number of flats in the complex. Thus Developer Company/Attorney Holder have been selling the ready built flat, which are also very much functional, pertaining to it's allocation, by way of registered sale deeds in favour of the allottees.

AND WHEREAS

The vendors had expressed their intention to transfer by way of absolute sale, a self contained ready built flat/floor space as morefully described and delineated in Schedule-B and more explicitly incorporated in the lay out plan attached to the sale deed together with proportionate impartibly undivided variable interest in the land which is set out in schedule-A. The purchaser/party of the second part have accepted the offer and have clearly expressed his/her/their desire to purchase and acquire a ready built flat bearing No.____ in ____ Floor measuring ____ Sq.ft inclusive of proportionate impartible undivided interest Ac.0.____ decimals (i.e. ____ Sq.ft.) out of total extent Ac.0.998 decimals in the land for a total consideration of Rs._____- (Rupees _____) only.

AND WHEREAS

The purchaser had perused the title deeds, the agreements executed between vendors and Developer

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Smit Kumar Sankar
Director

Company/Attorney Holder, the building plan approved by the Cuttack Development Authority and all other relevant documents. The purchaser is fully satisfied that vendors are competent to transfer the proportionate impartible undivided interest in the land and Developer Company/Attorney Holder has absolute saleable right to transfer and convey the ready built flat as delineated in the schedule-B. In the mean time the purchaser having adhered to the terms, conditions and covenants enjoined in the agreement and having paid the total consideration amount as fixed and settled receipt whereof is acknowledged by the constituted attorney of vendors. Since the offer made by the vendors has crystallized into a concluded contract and the purchaser had paid the total consideration amount, this sale deed is being executed.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. In consideration of an amount of Rs. _____/- (Rupees _____) only, which constitute the consideration amount for transferring and conveying the ready built flat together with the proportionate impartible undivided interest in the land as well as other facilities/amenities provided in the complex, along with car parking space, the total break up which has been delineated in the schedule.-"C" having been paid by the purchaser (party of the second part) to the Developer Company/Attorney Holder, in shape of cheque/D.D, the receipt whereof the vendors doth hereby admit and acknowledge. The vendors hereby transfer, assign and assures unto and in favour of the purchaser the said ready built flat as delineated in the

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Director

schedule-B and indicated in the lay out drawing attached here to the sale deed, in the multi storied building complex having the name and style of "**Mahadev Heights**" which is completely functional in letter and spirit including all rights easements and benefits, facilities, amenities and conveniences provided in the complex "**Mahadev Heights**" for the beneficial use and enjoyment of the said ready built flat as morefully described in the schedule-B transferred in favour of the purchaser by way of absolute sale together with the proportionate impartible undivided interest in the land as described in the schedule-A inclusive of common facilities and amenities.

2. The vendors further declare and covenant that the purchaser shall enjoy and hold the said ready built flat described in the schedule-B together with the proportionate impartible undivided interest in the land, as set out in schedule-A and the right of use and enjoyment of the common areas, facilities, amenities and conveniences absolutely and for ever. The vendors unequivocally state that not withstanding any Act, deed or things done, they have absolute right and saleable interest to grant and convey the ready built flat and undivided interest in the land in favour of the purchaser. As a resultant consequence, the purchaser shall posses, use and enjoy the said ready

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Smil Kumar Sankar

Director

built flat inclusive of undivided interest in the land at all times hereafter peacefully and quietly as the absolute and indefeasible owner thereof, without any let, interruption whatsoever by the vendors or any person claiming any interest under the vendors.

3. The vendors states that they have absolute right, title and competency as well as saleable interest to grant, convey, transfer assign and assure the said ready built flat in the complex "**Mahadev Heights**" together with undivided interest in the land as explicitly delineated in schedule-A and B in favour of the purchaser of the second part. The vendors further undertake that they shall at all times here-after, at the cost and request of the purchaser, if so required shall execute or cause to be executed any further acts deeds, and assurances in favour of the purchaser for removing any deficiency and reassuring the title in respect of the ready built flat hereunder transferred in favour of the purchaser together with the proportionate impartible undivided interest in the land, if the same is considered to be necessary or expedient. The vendors including their legal heirs, successors, successors in interest/assignees shall at all times, hereinafter indemnify or cause to be indemnified the purchaser against any loss, damage or liability which may be suffered by reason of any defect deficiency in the title of the vendors, in respect of the land or their competency to transfer and convey the ready built flat transferred under the sale

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Smit Kumar Sen

Director

deed together with proportionate impartible undivided interest in the land.

4. Resultantly, the purchaser shall possess, hold and enjoy the ready built flat together with the proportionate impartible undivided interest in the land hereunder absolutely free from any encumbrances, attachment. The vendors further unequivocally declare that property namely the proportionate impartible undivided interest in the land and the ready built flat in the Complex "**Mahadev Heights**" conveyed 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 property is also not the subject matter of any land acquisition proceeding and no scheme has been formulated by government or even in contemplation by the Government or any other authority in respect of the property.
5. The purchaser shall have the right to exercise all acts of ownership and possession not only in respect of the proportionate impartible undivided share in the land hereby transferred which is a notional legal right but also ready built flat, which remained unsold till date and conveyed under the sale deed evidently in consonance with the rules, regulations in force as well the bye-laws framed by the Co-owners of the ready built flats in the complex "**Mahadev Heights**".
6. The vendors further covenant the purchaser shall have the right to use and enjoy the

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Smit Anand Sankhe
Director

common areas and facilities including open space, passages stair, lifts and other amenities, in harmony with other purchaser of flats in the complex "Mahadev Heights" and in consonance with the bye-laws, which may be framed by the society/association of the owners of the flats in the complex "Mahadev Heights".

7. The vendors further covenant that the purchaser is delivered possession of the ready built flat as more explicitly delineated in schedule-B today, the date of execution of the sale deed and the purchaser shall have absolute and unfettered right to use and enjoy the said ready built flat together with the benefits of common facilities as absolute and indefeasible owner thereof in his/her own right.
8. The transaction is an absolute sale and both the parties have fully understood the nature, content and purport of the transaction as well as the recitals spelt out in the covenants of the deed.

In witnesses where, the vendors here unto have set and subscribed their hands and seal on the date first above written in presence of the witnesses named below.

Witnesses:

1.

2.

Mahadev Griha Nirman Pvt. Ltd.
Sanil Inew Lambie
Director

CONSTITUTED ATTORNEY HOLDER
FOR VENDORS

SCHEDULE PROPERTY

"SCHEDULE-A"

**Dist.-Cuttack, DSRO : Cuttack, Mouza : Cuttack
Town Unit No. 29, Chauliaganj, Hal Khata No. 88, Hal
Plot no 1388 area Ac.0.998 decimal, which corresponds
to part of sabik Khata no 10, 17, Plot No 921, 922, 923,
and 925.**

Bounded by:

**NORTH : ROAD
SOUTH : CANAL
EAST : PLOT NO 1389
WEST : PLOT NO 1387**

The interest transferred is propionate impartible undivided interest as enjoined in the Orissa Apartment Ownership Act and the extent shall be **Ac.0.**_____ decimals i.e. ____ sq.ft. classification of land Homestead. Rent Rs.10.00paise.

"SCHEDULE-B"

Delineation of the built of space/flat

Flat No.-

Floor-

Flooring-

Type.- BHK

Super Built up area _____ sq.ft.

All that ready built flat in the building complex having the name and style of "**Mahadev Heights**" which is functional in all respect and delineated and marked in the layout drawing is attached herewith to the sale deed.

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Smit Kumar Sankha
Director

SCHEDULE-C

Valuation of the land- Rs.____/-
(undivided impartible share
in the land measuring
Ac.0.____ dec.)

Valuation of the Flat - Rs.____/-
(measuring an area ____ Sq.ft.
including with other facilities
and amenities)

E.I & PHD connection is - Rs.____/-

Total Cost of Flat - Rs.____/-

CERTIFICATE

Certified that the vendors and the purchaser are not members of any schedule caste or schedule tribe as specified in the constitution order.

Further certified that the land(s) in question is not a species of lease hold land of Government and the same is not a ceiling surplus land within the meaning of the urban land (ceiling and regulation) Act, 1976 which stands repealed or Orissa Land Reforms Act, 1965.

Further certified that the land in question is not within the purview of consolidation processing undertaken under the orissa consolidation of holding and prevention of fragmentation of Land Act, 1972.

Further certified that the land in question is not an endowment property either public or private within the meaning of Orissa Hindu religious endowment Act 1951 or not obtain from Bhudan.

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Smit Kumar Samal
Director

Signature of
the GPA Holder
for & on behalf of the Vendors
Signatures of the WITNESSES:
With full Address:

1.

2.

Signature of
the Vendee

Drafted & prepared by

Advocate, Bhubaneswar

Mahadev Griha Nirman Pvt. Ltd.

Sanil Kumar Santhia
Director