DRAFT SALEDEED

SALEDEED OF A SELF CONTAINED INDEPENDENT READY BUILTFLAT/COMMERCIAL SPACE/UNIT, TOGETHER WITH PROPORTIONATE IMPARTIBLE UNDIVIDED INTEREST IN THE LAND AND EXERCISE OF RIGHT OF USE AND ENJOYMENT OF COMMON AREAS, FACILITIES AND AMENITIES IN THE BUILDING COMPLEX, HAVING THE NAME AND STYLE "HP SQUARE" AT BARAMUNDA IN THE CITY OF BHUBANESWAR.

This INDENDUTRE of sale Executed on this _	day of	20	
BY			

- M/s. HARSHPRIYA CONSTRUCTIONS PVT. LTD., a company incorporated under companies Act 1956, PAN No- AAACH9644Q, CIN No- U45201WB2004PTC097643having its office at Mahadev Tower, Plot No.-542, Saheed Nagar, Bhubaneswar-751007, Dist-Khurda (Odisha), PAN-AAACH9644Q, represented by its Director SRI CHETAN KUMAR TEKARIWAL, aged about 64 years, Late Mannalal Tekariwal (Aadhar No.5499 1289 3893), by Caste: Vaisya, by Occupation: Business, Mobile No. 9437470000.
- 2. Smt. Nalini Devi, wife of Late Dr. Banamali Das @ Ray
- 3. Sri Bijay Kumar Ray,
- 4. Sri Dhananjaya Ray
- 5. Sri Murtyunjaya Ray, sons of Late Dr. Banamali Das @ Ray, all are residents of Plot No 63, Siripur, PS-Khandagiri, Bhubaneswar, Dist: Khurda (Odisha)
- 6. Sri Bikash Kumar Mohapatra, son of Late Bansidhar Sahoo, resident of Plot no 1133, Barmunda, Bhubaneswar, Dist-Khurda (Odisha)
- 7. HadibandhuSenapaty
- 8. Smt. Laxmipriya Senapati, wife of HadibandhuSenapaty,

resident of Siripur, Nuasahi, PS-Khandagiri, Bhubaneswar, Dist-Khurda (Odisha)

- 9. Ramesh Chandra Khuntia,
- 10. Kailash Chandra Khuntia.
- 11 Rahas Chandra Khuntia.
- SubasKhuntia @ Subash Chandra Khuntia, all are sons of Late ApartiKhunti 12.
- 13. RenubalaKhuntia, wife of Late Ullash Chandra Khuntia, For Harshpriya Constructions Pvt. Ltd.

14. Deepak Kumar Khuntia,

PurnabindaKhuntiaSl no-14&15 both are son and daughter of Late Ullash Chandra 15. Khuntia; all are resident of Baramunda, PS: Khandagiri, Bhubaneswar, Dist-Khurda (odisha); Serial No.2 to 15 are represented by their constituted attorney M/s. HARSHPRIYA CONSTRUCTIONS PVT. LTD., company incorporated under companies Act 1956, CINNo-U45201WB2004PTC097643, PAN No- AAACH9644Qhaving its present office at Mahadev Tower, Plot No.-542, Saheed Nagar, Bhubaneswar-751007, Dist-Khurda (Odisha) represented by its Director SRI CHETAN KUMAR TEKARIWAL, aged about 64 years, son of Late Mannalal Tekariwal PAN NoAAGPT1491C, Aadhar No.5499 1289 3893, duly authorized by Board of Resolution Dated 14.08.2021who has been appointed and constituted as such vide registered General Power of Attorney No.11131606035, dtd.29/07/2016, No.11131706109 dtd.02/08/2017, No.11131706111 dtd.02/08/2017 (executed by vendor No.2 to 5),No.1380, dtd.17/03/2004, (executed by vendor No.6), No.11131703810, dtd.12/06/2017, No.11131604730 dtd. 17/06/2016 (executed by vendor No.7), No.11131703809 dtd.30/05/2017,(executed by vendor No. 8), No.11131804105dtd.15/05/2018 (executed by vendor No.9 to 15) all the deeds are executed before Sub Registrar Khandagiri.

Herein after, Serial No. 1 to 15 as above, are collectively called as the **VENDORS** and SI No.- 1 is also referred to as the **BUILDER** (which expression unless repugnant to the context shall mean and include their respective legal heirs, assigns, representatives, executers and successors) being the parties of the **FIRST PART.**

AND

MR/MRS	aged abou	t years, S/o/\	N/o,	having Aadhar No	&	
PAN; res	sident of	, P.O.:	, P.S.:	,Dist	(Odisha),	
PIN; by Cas	te, by F	rofession:	_;Mobil No	; hereinafterreferr	ed to and	
described as the PURCHASER, which expression shall mean and include his/her/their legal heirs,						
successors, representative& assigns of the party of the SECOND PART.						

AND WHEREAS

The Builder company i.e.Vendor No.1 of the 1st part had formulated a housingscheme for construction of a cluster of multistoried buildings over the land more fully described in the schedule below belonging to the vendors (VendorsNo.2 &15 of the First Part) along with alsoit's own chunk of land being merged in the project land.

For Harshpriya Constructions Pvt. Ltd.

AND WHEREAS

The Bhubaneswar Development Authority had approved vide it's permission Letter No27906/BDA/Bhubaneswar dt 13.08.2021the Integrated Project Plan compromising of independent flats/units/commercial space having parking space with compromising of four blocks out of which one commercial Block Block-A (LB+UB+G+4) and two residential blocks are Block (LB+UB+G+9) storied, Block (LB+UB+G+4) developed over an area of Ac1.810 decimals of land and Block-D (G+2) is developed over an area of Ac0.119 decimals of land (hereinafter referred to as the "Project Land").

AND WHEREAS

The project v	was duly registered	d with the	he Odisha	Real E	state	Regulatory	Auth	ority	(hereinafter
referred to a	s the "RERA" (Aut	hority co	onstituted	for the	state	of Odisha	unde	er the	Real Estate
(Regulation a	and Development)	Act 20:	16) at Bhu	ubanesv	var v	ide the Ce	rtifica	ite of	Registration
No	dated,	which	remained	valid	for t	the period	of	time	commencing
on	and ending on								

AND WHEREAS

All thevendors (SI No. 1 TO 15) are the independent owners of separate extent of land packages which in total constitute the Project land. The Vendor No.1 of the 1st part i.e.M/s. HARSHPRIYA CONSTRUCTIONS PVT. LTD., isalso the Builder, who hasconstructed and completed the said housing complex under the name and style "HP SQUARE" as per the BDA approved plan. The builder herein apart from being the exclusive owner of a large area of the projectland, had also derived physical possession and right to undertake the construction of a conclave of multistoried buildings as per the approved plan over the Land patches owned by the above named Vendors numbered as 2 to 15, on the basis of a concluded arrangement of separate sets of sale contracts entered into between the said Builder and the respective land owners, which were also followed by duly registered respective power of attorneys by the Vendors authorizing the builder company for various specific activities to materialize the purpose including that of the power to sale and mortgage etc.

AND WHEREAS

The Vendor No-1 M/s. HARSHPRIYA CONSTRUCTIONS PVT. LTD. is the builder and the owner of a portion of project land measuring an area of Ac.0.274decimals in the same Mouza:Baramunda, which is more fully described in the land schedule given below having purchased from Iswar Chandra Mallick & others, vide registered sale deed No.2167 dated 08/04/2005 for an extent of area Ac.0.210 decimals and from Sita Senapati represented through her attorney holder Bikash For Harshpriya Constructions Pvt, Ltd.

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CX. Tor aucina

Kumar Mohapatra vide registered sale deed No.3265 dated 29/06/2004 for an extent of area Ac.0.064 decimals. And after purchasing the same the vendor No.1 have mutated its purchased area vide Mutation Case No.8419/2005 & 8024/2005. And accordingly concerned Tahasildar issued Mutation ROR in its name. Since the date of purchase the vendor No.1 was/is possessing the schedule property having every right, title and interest thereover and exercising various acts of ownership over the same.

AND WHEREAS

The Vendor No- 2 to 5 hereby declare that the land in question appertaining to Khata No.444 recorded in the name of Banamali Das @ Benudhar Ray as per settlement ROR prepared and published by the Asst. Settlement Authority in the year 1988-89. And said recorded tenant died leaving behind present vendor No.2 to 5 along with his daughter namely Sanjukta Ray, Sabita Ray and Sasmita Ray as his legal heir and successors in interest who inherited the entire estate of said Banamali Das @ Benudhar Ray by way of inheritance. And in the year 2015 above named legal heirs of deceased Banamali Das @ Benudhar Ray have mutated the schedule land vide Mutation Case No.19322/2015 and also converted the same from agricultural to homestead vide OLR 8(A) Case No.3196/2016 and accordingly concerned Tahasildar have issued correction ROR in their name. And in the year 2016 Sanjukta Ray, Sabita Ray and Sasmita Ray had relinquished their right, title and interest in favour of present vendor No.2 to 5 by executing a Deed of Relinquishment vide document No.11131605905 dated 29/07/2016 in respect of their share. Appertaining to Khata No.355 recorded in the name of Nalini Devi (vendor No.2) as per settlement ROR prepared and published by the Asst. Settlement Authority in the year 1988-89. Since then, the vendor No.2 was/is possessing the schedule property having every right, title and interest thereover and exercising various acts of ownership over the same. And thereafter present Vendor No.2 to 5 had executed registered General Power of Attorney in favour of present vendor No.1 vide document No.11131606035 dated 29/07/2016, No.11131706111 dated 02/08/2017 and No.11131706109 dated 02/08/2017 for commercial exploitation of the schedule land.

AND WHEREAS

The Vendor No.6is the absolute and indefeasible owner of a piece and parcel of land extent of Ac.0.200 decimalssituated in the same Mouza: Baramunda, which is more fully described in the land schedule given below stands recorded in his name as per mutation ROR issued by concerned Tahasildar vide Mutation Case No.1533/19.Since then, the vendor No.6 was/is possessing the schedule property having every right, title and interest thereover and exercising various acts of ownership over the same. And thereafter present Vendor No.6 had executed registered General Power of Attorney in favour of present vendor No.1 vide document No.1380 dated 17/03/2004, for commercial exploitation of the schedule land.

For Harshpriya Constructions Pvt. Ltd.

AND WHEREAS

The Vendor No- 7 hereby declare that the land in question appertaining to Khata No.155 recorded in the name of M. Khetrabasi Senapati (deceased father of vendor No.7) as per settlement ROR prepared and published by the Asst. Settlement Authority in the year 1988-89. And said recorded tenant died leaving behind present vendor No.7 as his legal heir and successors in interest who inherited the entire estate of said M. Khetrabasi Senapati by way of inheritance. Appertaining to Khata No.803 recorded in the name of M. Hadibandhu Senapati (vendor No.7) as per settlement ROR prepared and published by the Asst. Settlement Authority in the year 1988-89.

Appertaining to Khata No.813/1362 recorded in the name of M. Hadibandhu Senapati (vendor No.7) as per Mutation ROR issued by concerned Tahasildar vide mutation case No.641/2005. Since then the vendor No.7 was/is possessing the schedule property having every right, title and interest thereover and exercising various acts of ownership over the same. And thereafter present Vendor No.7 had executed registered General Power of Attorney in favour of present vendor No.1 vide document No.11131703810 dated 12/06/2017, No.11131604730 dated 17/06/2016 for commercial exploitation of the schedule land.

AND WHEREAS

The Vendor No- 8 hereby declare that the land in question appertaining to Khata No.813/1361 recorded in the name of Laxmipriya Senapati (vendor No.8) as per Mutation ROR issued by concerned Tahasildar vide mutation case No.642/2005. Since then the vendor No.8 was/is possessing the schedule property having every right, title and interest thereover and exercising various acts of ownership over the same. And thereafter present Vendor No.8 had executed registered General Power of Attorney in favour of present vendor No.1 vide document No.11131703809 dated 30/05/2017for commercial exploitation of the schedule land.

AND WHEREAS

The Vendor No- 9 to 15 hereby declare that the land in question appertaining to Khata No.813/1718 recorded in the name of Vendor No.9 to 14 as per correction ROR issued by concerned Tahasildar vide OLR 8(A) case No.6882/2008. Since then the vendor No.9 to 14 were/are possessing the schedule property having every right, title and interest thereover and exercising various acts of ownership over the same. And thereafter present Vendor No.9 to 14 along with vendor No.15 (daughter of vendor No.13 and sister of vendor No.14) had executed registered General Power of Attorney in favour of present vendor No.1 vide document No.11131804105 dated 15/05/2018, for commercial exploitation of the schedule land. And whereas, consequently the vendors have exclusive and absolute right to transfer independent flat/unit/commercial space together with proportionate impartible undivided interest in the land.

For Harshpriya Constructions Pvt. Ltd.

AND WHEREAS, the party of the 1st part herein above i.e. the Buildercompany, on request of the 2nd part i.e. the purchaser had provided all copies of relevant title deeds, record of rights, GPA, sale deeds, BDA approved building plans of the projects, as well as the details on construction specifications and facilities to be provided in the projects etc. for verification and evaluation of the same prior to joining himself/herself as a purchaser for considering the proposal.

AND WHEREAS

The purchaserthe 2ndpart herein above had also perused all the relevant deeds and documents like the agreements by Vendors No.2 to 15, the registered power of attorney by Vendors No.2 to 15, related ROR copiesand BDA approval plan etc. The purchaserwas also fully satisfied that Vendor No.1 to 15 are fully competent to transfer the proportionate impartible undivided interest in the land and theVendor cum Builder i.e. the party no.1 of the 1st part has absolute right to transfer and convey the flat/unit/commercial space as delineated in the schedule - "B".

AND WHEREAS,

In the mean time the purchaser, having adhered to all the terms and conditions and covenants enjoined in the agreementas executed between them and having paid the total consideration amount as fixed and settled, the receipt whereof is also acknowledged by the party no.1 of the 1^{st} part and hence the sale deed is being executed.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

- In consideration of an amount of Rs. /- (Rupees only which constitute the consideration amount for transferring and conveying the Ready BuiltFlat/Unit/commercial spacealong with garage/parking areatogether with the proportionate impartible undivided interest in the land as well as other facilities provided in the premises along with free four wheeler parking space, the total cost break up which has been delineated in the Schedule-"C" having been paid by the purchaser (The 2nd part) to the party no 1 of the 1st part in shape of D.D/Cheque/RTGS the receipt whereof the said party no.1 i.e. Builder doth hereby admits and acknowledges too. Thevendors as well as the Builder hereby transfer, assign and assurer unto and in favour of the purchaser the said self-contained independent flat/unit/commercial space along with garage/parking area as delineated in the schedule-"B" and indicated in the typical floor plan-drawing of the respective block located in the project complex attached hereto, having the name and style of "HP SQUARE" inclusive of all rights easements and benefits of common areas, facilities and conveniences provided in the complex, for the beneficial use and enjoyment of the said flat/unit/commercial spacealong with garage/parking areatransferred 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".
- 2. The vendor(s) as well as the builder further declare that the purchaser shall enjoy and hold the said Ready BuiltFlat/unit/commercial space along with garage/parking area described in the schedule-"B" together with the proportionate impartible undivided interest in the land and their Ltd.

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right of use and enjoyment of the common areas, facilities provided and earmarked in the complex. Further they unequivocally state that they have absolute right and saleable interest to grant and convey the Ready Builtflat/unit/commercial space in favour of the purchaser together with proportionate impartible undivided interest in the land. The purchaser shall also possess hereafter use and enjoy the said flat/unit/commercial space and interest in the land peacefully and quietly as the absolute and indefeasible owner thereof, without any let, interruption by the Vendors as well as Builders or any person claiming any interest under them.

- 3. The parties of the 1st part further undertake that they shall at all times here-after, if so required shall execute or cause to be executed any further acts deeds and assurances in favour of the purchaser for reassuring the right, title and interest in respect of flat/unit/commercial space along with garage/parking area together with the proportionateimpartible undivided interest in the land and shall at all times herein indemnify or cause to be indemnified to the purchaser against any loss damage or liability which may be suffered by the purchaser by reason of any defect, deficiency in the title of the Vendors in respect of the land or the Ready Builtflat/unit/commercial spacealong with garage/parking area as transferred under this sale deed.
- 4. The parties of the 1st part declare that the purchaser shall possess hold and enjoy the flat/unit/commercial spacealong with garage/parking area together with the proportionate impartible undivided interest over the land absolutely free from any encumbrances, attachment liens, lispendance, acquisition or requisition, attachments andthe land 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 Govt. in respect of the land in question.
- 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 but also the flat/unit/commercial spacealong with garage/parking area conveyed under the sale deed in consonance with the rules, regulations in force as well as the byelaws to be framed by all the co-owners (purchaser) of flat/unit/commercial spacealong with garage/parking areain the complex "HP SQUARE".
- 6. The parties of the 1st part further state that the purchaser shall have the right to use and enjoy the common areas and facilities including open space, passages, stair, lifts and other facilities provided and earmarked in the complex in harmony with other similar purchaser of flat/unit/commercial spacealong with garage/parking area.

- 8. The vendor's further covenants that the vendee is hereby delivered the peaceful physical possession on dt................. Of the proportionate undivided impartible share in the land and building and he/she shall have right to exercise all legal possessor and proprietary rights, title, interest, possession without any objection from or by the vendor or any person claiming any title under the vendors. (Copy of the possession certificate attached).
- 9. That the vendee shall peacefully and equitably possess in common area along with other vendee and enter into, retain, hold, use and enjoy the same without any binding or interruption, claim (Present and Future) or demands by or from the vendors or any of their heirs, successors, assigns and representatives or any other person.
- 10. That the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment namely" **HP Square**"like overhead tank, lift, common passage, staircase, etc along with the other vendees/flat owners of the said apartment and the vendee will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions as an Apartment dweller.
- 11. The vendee, his/her heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners of the flats with the undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners.
- 12. That the vendee 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 affect the right of other flat owners.
- 13. That the vendee shall not use the flat for any unlawful acts and shall not store inflammable/explosives, hazardous goods & 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 vendee is responsible to keep the flat free even from noise pollution.
- 14. That the vendee as well as the other similar flat owners shall form an accusation/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 vendee.

 For Harshpriya Constructions Pvt. Ltd.

- 15. The purchaseris at liberty to get his/her name mutated in the Government and all other records and get the official records corrected, pay rent and obtain receipts thereof.
- 16. The purchaser shall as a matter of necessity enjoy the undivided share in the said property hereby sold and conveyed in common and consistent with the rights and interests of the owners of other undivided shares in the said property and use all the common properties, now existing or hereafter to be created in the complex in common with such purchaser/owner and permit freely to run and use along with the cost of common amenities.
- 17. The transaction is an absolute sale and both the parties have fully understood the nature, content and purpose of the transaction as well as the recitals spelt out in the covenants of the deed.

LAND DETAILS (SHCEDULE-A)

Dist.-Khurda, Tahasil.-Bhubaneswar, P.S.: New Capital No.37, Under Sub Registrar Khandagiri, Mouza: Bhubaneswar Sahara Unit No.19**Baramunda**, Mutation Khata No.**813/1374**, Plot No.**1146**, having an area of **Ac.0.210** decimals, which is corresponding to settlement Khata No.507.

Khata No.**813/1372**, Plot No.**1142/2350**, having an area of **Ac.0.064** decimals, which is corresponding to settlement Khata No.737.

Khata No.444, Plot No.1138, having an area of Ac.0.459 decimals out of Ac.0.578 decimals.

Khata No.355, Plot No.1140, having an area of Ac.0.237 decimals.

Khata No.813/488, Plot No.1143, having an area of Ac.0.200 decimals, which is corresponding to settlement Khata No.731.Khata No.155, Plot No.1142, having an area of Ac.0.070 decimals.

Khata No.803, Plot No.1147, having an area of Ac.0.212 decimals.

Khata No.813/1362, Plot No.1141, having an area of Ac.0.085 decimals, which is corresponding to previous Khata No.813/417.

Khata No.**813/1361**, Plot No.**1141/4157**, having an area of **Ac.0.085** decimals, which is corresponding to previous Khata No.813/417.

Khata No.**813/1718**, Plot No.**1148**, having an area of **Ac.0.188** decimals, which is corresponding to settlement Khata No.30.

In toto one Mouza, 10 Khata, 10 Plots, Total Area: Ac.1.810 decimals.

The proportionate impartible undivided share interest in the project land is transferred as Ac **0.... decimal** with reference to the flat/unit/commercial spacealong with garage/parking area sold.

CLASSIFICATION OF THELAND: - HOME STEAD.

For Harshpriya Constructions Pvt. Ltd.

FLAT/UNIT/COMMERCIAL SPACE DETAILS (SCHEDULE -"B")

1. Type of Flat/Unit :2. Flat identification No :3. Floor :4. Flooring :5. Carpet area :-

The identification of the flat/unit/commercial space transferred herein is delineated with specificity and exactitude in the typical floor drawing annexed herewith.

Bounded by:

NORTH : SOUTH : EAST : WEST :

COST OF THE FLAT (SCHEDULE-C)

1.	Proportionate undivided impartible share Land Cost (for Ac 0 dec)	Rs/-
2.	Price of Flat on the carpet area sft (Including Garrage/Parking Space)	Rs/-
3.	GST, Registration Charges, Stamp Duty, Other Taxes as a	applicable Rs/-
		Total Rs/-

CERTIFICATE

- (A) Certified that the land(s) in question is not a species of lease hold land of Government and the same is not ceiling surplus land within the meaning of the urban land (ceiling and regulation) Act, 1976 which stands repealed or Orissa Land Reforms Act, 1965.
- (B) Further certified that the land in question is not within the purview of consolidation processing under taken 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 Act1951.
- (C) Further declare that the land in question is not a ceiling surplus land within the meaning of Urban Land (Ceiling and Regulation) Act1976 of the Orissa Land Reforms Act 1965 and the land in question is not a species of Endowment property within the meaning of Orissa Hindu Religious Endowment Act 1952.

 For Harshpriya Constructions Pvt. Ltd.

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- (D) We, the vendors and vendee do not belong to scheduled caste or scheduled tribe community.
- (E) I, the Vendee do hereby declare that no proceeding/any adverse order is pending pertaining to subject property before any court of law/regulatory authority.
- (F) I, the Vendee do hereby declare that I have reasonably enquired and verified the documents relating to the right, title and interest of the vendor and have purchased the property on payment of full consideration.

In witnesses where, the parties of the 1st part here unto have set and subscribed their hands and seal on the date first above written in presence of the witnesses named below.

WITNESS:-

1.

SIGNATURE OF VENDOR NO.1

2.

SIGNATURE OF ATTORNEY HOLDER FOR AND ON BEHALF OF VENDOR No.2 &3

SIGNATURE OF VENDEE

Drafted & Prepared by Advocate, Bhubaneswar

For Harshpriya Constructions Pvt. Ltd.