

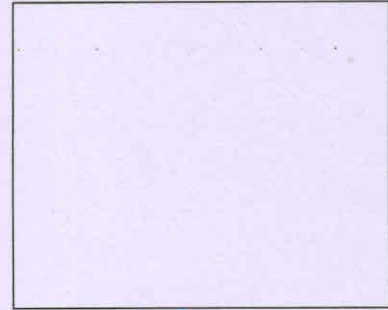
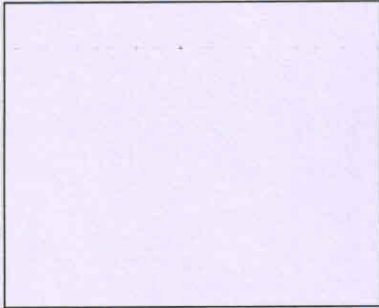
SALE DEED

This Deed of SALE ("Sale Deed") executed on this the.....day of..... Two Thousand..... at Baranga.

BY

NAME AND ADDRESS OF VENDOR:

M/s. Riverfront Developers Pvt. Ltd. SPV incorporated under the Indian Companies Act, 2013 (CIN- 45309OR2020PTC033648) having its Regd. Office at- Plot No.11-3B/1326, 1st. floor, Sector-11, CDA,Cutatck-753014, PAN- AAKCR3201K , represented through its Director & dully authorized signatory aged about years S/o., By Caste-, ADHAR No., Mobile No. vide Board Resolution dated- ----- (hereinafter referred to as the "Vendor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns)-----*(One Part)* **VENDOR.**



**IN FAVOUR OF
NAME AND ADDRESS OF VENDEE:**

Name of the customer/Purchaser aged about _____ Years; S/o- _____
_____, By Profession- _____, By Caste- _____, PAN- _____
_____, ADHAR No. _____, resident of (address), Mobile No.
_____: hereinafter referred to as “**the PURCHASER**”, which
expression shall, unless repugnant to the context and meaning thereof, be deemed
to mean and include his/her heirs, successors, executors, administrators and
assigns) ----- (Other Part) **VENDEE**.

NATURE OF DEED: SALE DEED

VALUATION OF THE PROPERTY: _____ (Rupees _____
_____ only)

AMOUNT OF CONSIDERATION: _____ (Rupees _____
_____ only)

WHEREAS:

- A. The Vendor is legally entitled to develop land located at Bidyadharpur under Sector-11, CDA (defined as PDP area by the Cuttack Development Authority under the Policy on Housing for All in Urban Areas", 2015)
- B. The Vendor has acquired the ownership of the patch of land measuring Area- Ac.1.208 dcml. (the details of which more fully described in Schedule A, delineated in Annex-1) vide Regd. Sale Deed/Conveyance Deed No. _____ Dtd. _____ executed by the Cuttack Development Authority. Since the date of purchase, the present vendor is in peaceful possession over its purchased area having every, right, title and interest there over.
- C. The Vendor is legally entitled to develop and constructions of multi-storied Apartment in the name & style of DION TWIN TOWER("Project") over the land described in the Schedule-A and to allot, sell and otherwise dispose of individual unit of Flats together the proportionate undivided interest in the land in favour of various prospective buyers.
- D. The Vendor had developed the Schedule- A Property pursuant to the permission accorded by the Cuttack Municipal Corporation vide its letter/Memo No.304(PLG) Dtd.11.02.2022 for construction of 2B+(S+G)+19 storied residential Apartment.
- E. The Vendor has developed the Purchaser Residence (*defined below the described in Schedule- C hereunder*) for the Purchaser and in order to ensure that the Purchaser acquires the absolute title to the Purchaser Residence, the Vendor has agreed to convey in favor of the Purchaser the Purchaser Residence and a proportionate undivided interest in the Schedule A Property (the proportionate undivided interest is more fully described in **Schedule B** hereunder and hereinafter referred to as the "**Purchaser's Undivided Interest**").
- F. The Vendor is executing this Sale Deed do hereby cause the sale of the Purchaser Residence and the Purchaser's Undivided Interest (collectively the "Purchaser's Entitlement") to the Purchaser for the consideration and subject to the terms and conditions hereinafter set forth.
- G. The schedule "A" property is free from all encumbrances, litigations, disputes, liens, attachment and charge etc.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS FOLLOWS:

That in consideration of a sum of Rs. _____ (Rupees _____ only) paid by the Purchaser to the Vendor, which the Vendor hereby acknowledges as the lawful, full and final price of the Purchaser's Entitlement, the Vendor hereby grants, conveys, sells, transfers and assigns the Purchaser's Entitlement unto the use of the Purchaser to **HAVE**

AND TO HOLD the same absolutely and forever free from all encumbrances, charges, trusts, liens, claims and demands whatsoever.

1. DEFINITIONS

Unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below.

- 1.1. "**Apartment Area**" shall mean the total usable area within the external walls of the purchaser Residence along with the thickness of the internal and proportionate external walls of the purchaser Residence and shall include column spaces and open balconies;
- 1.2. "**Applicable Law**" shall mean any laws, statutes, rules, regulations, directives, ordinances, by laws, codes of conduct, mandatory guidelines which have legal effect, judgments, awards, decrees, writs, orders or requirements of any Governmental Authority and other binding actions or requirements of any government; department, agency or instrumentality of any government; regulatory authority; or any court or arbitral tribunal in India for the time being in force;
- 1.3. "**Association**" shall mean the Association to be established among the Residence Owners of the Project as per the Orissa Apartment Ownership Act, 1982;
- 1.4. "**Association Maintenance Agreement**" shall mean the maintenance agreement to be executed between the Facility Management Company and the Association, under which the Facility Management Company agrees to provide certain maintenance services to the Private Residences after formation of the Association;
- 1.5. "**Bye-laws**" shall mean the bye-laws of the Association, which will contain the rules pertaining to the Private Residences in accordance with which the administration of the Project shall be carried out, which Bye-laws form a part of the Deed of Declaration;
- 1.6. "**Car Parks**" shall mean the car parking slots provided to the Purchaser in terms of Clause 4.1;
- 1.7. "**Completion/Occupancy Certificate**" shall mean the certificate to be obtained from the Cuttack Municipal Corporation or the concerned Governmental Authority in relation to completion and occupancy of the Project;
- 1.8. "**Deed of Declaration**" shall mean the deed of declaration to be executed and submitted by the Purchaser Residence in terms of the Orissa Apartment Ownership Act, 1982;
- 1.9. "**Encumbrance**" shall mean a security interest of whatsoever kind or nature including (i) any mortgage, charge (whether fixed or floating), lien, hypothecation, assignment, deed

of trust, title retention, or other encumbrance of any kind, right of first offer, or refusal or transfer restriction in favor of any Person, and / or (ii) any adverse claim as the title, possession or use. The terms "Encumber" and "Encumbered" shall be construed accordingly;

- 1.10. "**Facility Management Company**" shall be the company/firm as nominated by the Vendor for the operation, maintenance and management of the common services to be provided to the Project;
- 1.11. "**Governing Documents**" shall mean and include the Deed of Declaration, the Purchaser's Declaration, the Association Maintenance Agreement and the Bye-laws and any rules and regulations promulgated there under;
- 1.12. "**Governmental Authority**" shall mean the Government of India or of any State or Union Territory in India, or any department thereof, any semi-governmental or judicial or quasi-judicial person in India or any person (whether autonomous or not) who is charged with the administration of an Indian law;
- 1.13. "**Party**" unless repugnant to the context, shall mean a signatory to this Sale Deed and "**Parties**" unless repugnant to the context, shall mean a collective reference to all the signatories to this Sale Deed;
- 1.14. "**Person**" shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organization, arbitrator, board, or other entity, enterprise, authority, or business organization;
- 1.15. "**Private Residences**" shall mean the whole-ownership, for-sale, residential units in the form of condominium units together with appropriate recreational amenities for the use of the occupants thereof, located in the Project developed on Schedule "A" Property;
- 1.16. "Project" shall have the meaning ascribed to the term in Recital A;
- 1.17. "**Purchaser Residence**" shall mean the Private Residence/Flat *bearing no. _____, comprised in _____ floor of the Block - _____, admeasuring _____ square feet* of Carpet Area more fully described in Schedule C hereunder and as delineated in Annexure-5;
- 1.18. "**Purchaser's Declaration**" shall mean the Declaration that each Residence Owner is required to provide as per the Orissa Apartment Ownership Act, 1982;
- 1.19. "**Purchaser's Entitlement**" shall have a collective reference to the Purchaser Residence and the Purchaser's Undivided Interest as defined in Recital D;

- 1.20. "**Purchaser's Undertaking**" shall mean the undertaking to be provided by the Purchaser to the Vendor and the Facility Management Company upon taking possession of the Purchaser Residence, the agreed form of which is attached hereto as Annexure-4;
- 1.21. "**Purchaser's Undivided Interest**" shall have the meaning ascribed to the term in Recital C;
- 1.22. "**Purchaser Warranties**" shall have the meaning ascribed to the term in Clause 2.2;
- 1.23. "**Residence Owners**" shall mean owners of Private Residences in the Project;
- 1.24. "**Sale Consideration**" shall have the meaning ascribed to the term in Clause 3;
- 1.25. "**Sale Date**" shall mean the date of execution of this Sale Deed by the Vendor in favor of the Purchaser;
- 1.26. "**Sale Deed**" shall mean this deed of sale including the schedules and attached annexes, as may be amended from time to time;
- 1.27. "**Schedule A Property**" shall have the meaning ascribed to the term in Recital B;
- 1.28. "**Schedule A Common Areas**" shall have the meaning ascribed to the term in Clause 5.1;
- 1.29. "**Schedule A Towers**" shall mean the 4 (Four) towers named **Block 1A & 1B** along with neighborhood shopping complexes proposed to be constructed on the Schedule "A" Property;
- 1.30. "**Carpet Area**" of any Private Residence shall mean the area that can actually be covered by a carpet, or the area of the apartment excluding the thickness of inner walls. Carpet area does not include the space covered by common areas such as lobby, lift, stairs, play area etc. Carpet area is the actual area you get for use in a housing unit.
- 1.31. "**Tower**" shall mean the 4 numbers Towers named as "**Block 1A & 1B**" proposed to be constructed on the Schedule "A" Property as delineated in Annexure-1.
- 1.32. "**Vendor Common Areas**" shall have the meaning ascribed to the term in Clause 5.2; and
- 1.33. "**Vendor Warranties**" shall have the meaning ascribed to the term in Clause 2.1.

2. WARRANTIES AND REPRESENTATIONS

2.1 Vendor Warranties

The vendor acknowledges that the Purchaser is executing this Sale Deed and is purchasing the Purchaser's Entitlement, based on the representations and warranties set out below (the "**Vendor Warranties**");

- a) The Vendor is the absolute owner/ and Purchaser's Undivided Interest and no Person has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Purchaser Residence or the Purchaser's Undivided Interest;
- b) The vendor has the power to enter into and perform this Sale Deed and upon execution, this Sale Deed would constitute legal, valid and binding obligations on the Vendor.
- c) The vendor has the absolute and unconditional right to sell, transfer or otherwise alienate the Purchaser Residence and the Purchaser's Undivided Interest;
- d) The Purchaser Residence or the Purchaser's Undivided Interest are not mortgaged, charged, leased, and there are no Encumbrances in respect of the Purchaser's Entitlement;
- e) The Purchaser's Entitlement is not subject to any third-party claim, demand, attachment or process issued by any court or authority;
- f) To the knowledge of the Vendor, the Schedule "A" Property is not the subject matter of any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Purchaser's Entitlement or the continued retention, use or enjoyment thereof, and there is no order of restraint by any court or order from any authority prohibiting or restraining the alienation of the Purchaser's Entitlement in the manner herein contemplated;
- g) As of the Sale Date, all property taxes and all other outgoings in respect of the Purchaser's Entitlement have been properly remitted and there are no arrears outstanding or due;
- h) The Vendor hereby declares with the Purchaser that the Schedule "A" Property is appropriately zoned; and
- i) Upon execution and registration of this Sale Deed, the absolute right, title and interest in the Purchaser Residence and the Purchaser's Undivided Interest shall stand transferred in favor of the Purchaser absolutely and free from Encumbrances and the Purchaser shall on receipt of the Completion/Occupancy Certificate for the Tower be entitled to quietly enter upon and hold the Purchaser Residence and the Purchaser's Undivided Interest and, transfer or enjoy the Purchaser Residence and the Purchaser's Undivided Interest as an absolute owner thereof, without any interference or disturbance by the Vendor or any one claiming through or under it.

2.2. Purchaser's Warranties

The Purchaser's acknowledges that the Vendor is executing this Sale Deed and is selling the Purchaser's Entitlement, based on the representations and warranties set out below (the "Purchaser Warranties"):

- a) The Purchaser has the power to purchase the Purchaser's Entitlement and upon execution, this Sale Deed and the Purchaser's Undertaking, would constitute legal, valid and binding obligations on the Purchaser;
- b) The Purchaser has been furnished with copies of all the title deeds relating to Schedule "A" Property and the Purchaser after being satisfied with the title of the Vendor to the Schedule "A" Property and the Vendor's right to develop Schedule "A" Property has purchased the Purchaser's Entitlement; and
- c) The Purchaser has been furnished with copies of all the Association Maintenance Agreement, and the Governing Documents and the Purchaser hereby confirms (i) that he/she has reviewed the Association Maintenance Agreement, the byelaws and the Deed of Declaration furnished to the Purchaser (ii) the rights and obligations of the Association and the Facility Management Company under the Association Maintenance Agreement, and the Governing Documents and (iii) that the Governing Documents and the Association Maintenance Agreement (aa) have been prepared by the Vendor bearing in mind the needs of the entire Project, (bb) will be standard forms finalized by the Vendor and accordingly and cannot be subject to negotiations between the Vendor and each Residence Owner and (cc) only being current forms of the documents, and are accordingly subject to modifications by the Vendor, which modifications shall be binding on the Purchaser.

2.3. The Vendor shall deliver physical possession of and the Purchaser shall be entitled to occupy the Purchaser Residence upon receipt of the Completion/ Occupancy Certificate. On delivery of possession of the Purchaser Residence to the Purchaser the Purchaser shall on or before the execution of the Sale Deed execute the Purchaser's Undertaking in favor of the Vendor and the Facility Management Company acknowledging receipt of the Purchaser Residence in good condition with the specifications complete and also agreeing to comply with all rules and regulations set out by the Facility Management Company for operation, management and maintenance of the Project including making payment of any common expenses. It is clarified that the Purchaser shall only have juridical possession of the Purchaser's Undivided Interest and that the Purchaser shall not have any right to seek partition or separate possession of the Purchaser's Undivided Interest from the Schedule "A" Property.

2.4. The Purchaser shall have the option of requiring the Vendor to permit the Purchaser to enter the Purchaser Residence for the limited purpose of fitting out or furnishing the same before the date of receipt of the Completion/Occupancy Certificate. However, in such a

case, the Purchaser shall only have the right to enter upon the Purchaser Residence for the limited purposes provided herein and the Vendor shall be obligated to deliver possession of the same only on the receipt of the Completion/Occupancy Certificate. In the event the Purchaser elects to take delivery of possession prior to receipt of the Completion/Occupancy Certificate, the Purchaser shall execute an undertaking in the form required by the Vendor accepting possession of the Purchaser Residence even without receipt of the Completion/Occupancy Certificate. In such an event the Purchaser agrees not to raise any claim or demand in future against the Vendor for the same in any manner whatsoever and agrees to indemnify the Vendor in respect of any damages arising thereof.

3. SALE CONSIDERATION

The Purchaser has paid to the Vendor a sum of **Rs.** _____ (Rupees _____ only) out of which cost of undivided impartible share in the land measuring Ac. _____ dec. (_____ dec.) i.e. _____ Sq.ft. is Rs. _____ and cost of Flat measuring _____ sqft. of carpet area in Floor with vitrified Tile Floor, including Electric & PHD is Rs. _____ only ("**Sale Consideration**"), the receipt of which the Vendor hereby confirms and acknowledges.

4. CAR PARKS

- 4.1. The Purchaser has been provided with exclusive right to use _____ car parking slots ("**Car Parks**") as detailed in **Annex -2** along with the Purchaser's Entitlement.
- 4.2. The Purchaser shall cease to have any right over the Car Parks once the Purchaser ceases to be the owner of the Purchaser Residence. Any Person succeeding to the ownership of the Purchaser Residence shall be entitled to the Car Parks, on the terms and conditions provided herein and the Governing Documents. The Purchaser shall not have any right to seek partition or separate possession of the Car Parks from the Purchaser's Entitlement.
- 4.3. From the Sale Date, the Purchaser shall be entitled to the right to use the Purchaser Car Parks as per the terms and conditions and the terms of use of the Car Parks detailed under **Schedule E** hereunder and the Governing Documents.

5. NATURE OF RIGHT OF USAGE

- 5.1. It is agreed that the Schedule A Towers shall be held by the Residence Owners of the Schedule A Towers with each of the said Residence Owners having proportionate undivided interest in the Schedule "A" Property. All areas of common use located on the Schedule "A" Property as detailed in **Annex-3** hereto ("**Schedule A Common Areas**"), shall vest in all the Residence Owners of the Schedule A Towers jointly and the said Residence Owners shall have an undivided proportionate interest in the same. The

Schedule A Common Areas shall be used by the Residence Owners of the Project in common and the use, operation and management of the Schedule A Common Areas shall be controlled by the Association and the Facilities Management Company in terms of the Association Maintenance Agreement.

- 5.2. The Vendor shall at all times, at its discretion, retain the ownership of certain common areas of the Project (“Vendor’s Common Areas”). None of the residence Owner shall have any interest in the Vendor’s Common Areas but may be entitled to use the same in common along with all other Residence Owners of the Project as per terms of use set out by the Vendor.
- 5.3. Notwithstanding the Purchaser’s right to use the Vendor’s Common Areas along with the other Residence Owners of the Project, nothing in this Sale Deed or any other document executed or to be executed between the Parties is intended to or shall be construed as to create in favor of the Purchaser any interest in any part of the Vendor’s Common Areas.
- 5.4. The Purchaser shall along with all the other Residence Owners be entitled to use any common areas of the Project in accordance with the Governing documents. Notwithstanding the Purchaser’s right to use the common areas of the Project along with the other Residence Owners of the Project, nothing in this Sale Deed or any other document executed or to be executed between the Parties is intended to or shall be construed as to create in favor of the Purchaser any interest in any part of the remaining common areas in the Project (excluding the Schedule A Common Areas).
- 5.5. Any occupant/ tenant of any commercial component of the project will not have any rights nor will be entitled to the use of the Schedule “A” Property unless the same have been specifically agreed to by the Vendor. Any occupant/ tenant of any commercial component of the Project will only be entitled to such common areas as are identified by the Vendor.

6. COVENANTS

- 6.1. The Purchaser agrees and undertakes:
 - a) Not to seek partition or division or separate possession of the Purchaser Residence, Purchaser’s Undivided Interest, or any common areas and utilities whether forming part of the Tower or the Project;
 - b) Not to object to the construction of other structures on the Project or Schedule A Property by the Vendor including residences and/or commercial for sale to other purchasers and not to question or challenge the sale price agreed between the Vendor and the purchasers of the rest of the Private Residences of commercial usage or the undivided interest in the Project;

- c) Not to object to any development that the vendor may undertake on any adjacent property/ or any other property by merging or amalgamating the Project with such property and to do and execute all such acts, deeds, things and documents and as the Vendor may require to facilitate such development;
- d) Not to object or interfere in the overall master plan layout of the project including the layout or alignment or design or realignment re-layout or re-design, of the roads of the Project;
- e) That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development of the Project;
- f) That though the Purchaser is purchasing the Purchaser's Entitlement, the Purchaser's rights under this Sale Deed are confined to the Purchaser Residence and the Purchaser shall not have any right in any other part of the Project;
- g) To not alter or subscribe to the alteration of the name of the Project, **DION TWIN TOWER** and/or Tower(s) i.e. it being acknowledged that neither the Purchaser nor any other owners of residences within the Project have any right to seek such change;
- h) At all times to comply with all the Purchaser's obligations under this Sale Deed and the Governing Documents to ensuring that the Association is at all times compliant with the Association Maintenance Agreement; and
- i) To execute such documents as the Vendor may require for ensuring that the Purchaser and the Association is bound by the Association Maintenance Agreement and the Governing Documents.

6.2. The Purchaser is entitled to certain rights and is bound by certain restrictions and obligations, in respect of the Purchaser's Entitlement, as are detailed in the **Schedule D** hereunder.

7. **ACKNOWLEDGEMENT OF RIGHTS OF THE VENDOR AND FACILITY MANAGEMENT COMPANY**

7.1. The Purchaser acknowledges that the Facility Management Company has been appointed by the Vendor for the provision of maintenance services to the Project including the infrastructure facilities. The Purchaser also acknowledges that until formation of the Association, the Facility Management Company shall provide the maintenance services to the Project and to Purchaser directly. The Facility Management Company shall be entitled to collect the maintenance charges directly from the Purchaser and the Purchaser hereby confirms that until formation of the Association, the Purchaser shall make all required payments directly to the Facility Management Company. After formation of the Association, the Association Maintenance Agreement shall be executed by the Association for provision of maintenance services to the project including the infrastructure facilities etc. by the Facility Management Company. Pursuant to execution of the Association Maintenance Agreement. The Purchaser hereby acknowledges and

recognizes the rights of the Facility Management Company to have the Association Maintenance Agreement executed in its favor on formation of the Association, as the Facility Management Company has on the basis of the agreed form of the Association Maintenance Agreement Already commenced providing services to the Project. In connection with the Association Maintenance Agreement and the Governing Documents, the Purchaser provides the following covenants and warranties.

- 7.2. The Purchaser hereby accepts the terms and conditions of the Association Maintenance Agreement and shall at all times, act in a manner consistent with the obligations of the Association under the Association Maintenance Agreement.
- 7.3. The Purchaser undertakes to do and execute all such things, acts, and deeds as may be necessary (including exercising its voting rights under the bye-laws) to ensure that the Association complies with its obligations under the Association Maintenance Agreement.
- 7.4. The Purchaser shall not have any objections to any act, deed or thing done or caused to be done by the Facility Management Company pursuant to the Association Maintenance Agreement.
- 7.5. The Purchaser hereby accepts that, except as provided in the Governing Documents, the Purchaser shall not be entitled to replace the Facility Management Company as the facility management company for the provision of the maintenance services in terms of the Association Maintenance Agreement.
- 7.6. The Purchaser covenants that it shall make all payments required to be made to the Association as per the Governing Documents, in order that the Association may comply with its obligations under the Association Maintenance Agreement.
- 7.7. Simultaneous to the execution of his Sale Deed, the Purchaser agrees to execute and do all such acts, deeds and things as may be necessary to submit the Purchaser Residence to the provisions of the Orissa Apartment Ownership Act, 1982 (including by way of executing the Purchaser's Declaration where required).

8. TAXES AND OTHER PAYMENTS

- 8.1. From the Sale Date, the Purchaser's Undivided Interest and the Purchaser Residence will be separately assessed to municipal and property taxes. The Purchaser shall be liable to pay the municipal/property taxes from the Sale Date. The Purchaser shall pay the Vendor the charges that are necessary for securing separate assessment for the Purchaser Residence and the Purchaser's Undivided Interest. It is clarified that the Purchaser shall pay all municipal and property taxes payable or arising in respect of the corresponding Super Built Up Area of the Purchaser Residence.

8.2. The Purchaser shall within 3 (three) months from the Sale Date apply for obtaining mutation of the Purchaser Residence in the Purchaser's name as the owner of the Purchaser Residence from the concerned Governmental Authority and shall also obtain separate assessment of the Purchaser's Entitlement. Until the Purchaser's Entitlement is not separately assessed, the Purchaser shall pay the proportionate share of the property tax and other taxes and impositions payable in respect of the Purchaser's Entitlement, as shall be determined by the Vendor/Owner s Association/FMC.

9. ASSOCIATION AND THE GOVERNING DOCUMENTS

9.1. On and from the date of formation of the Association, the Purchaser and the use by the Purchaser of the Purchaser Residence, the Tower, and the project shall be governed by the Governing Documents. The Purchaser shall not at any time question or challenge the validity or the binding nature of the Governing Documents and shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any other person who is lawfully entitled to use the Purchaser Residence, in any manner whatsoever, shall be subject to the regulations set forth in Bye-Laws. The mere acquisition, rental, or taking on license of the Purchaser Residence or the mere act of occupancy of the Purchaser Residence, shall signify that the Bye-laws are accepted, ratified and will be complied with by the acquirer, tenant or license.

9.2. From the Sale Date, the Purchaser shall be responsible for payment of all costs towards the Purchaser's share of the common expenses of the Project payable to the Association in terms of the Governing Documents or to the Facility Management Company (as the case may be) including all expenses for the maintenance, management, upkeep and administration of the Schedule A Common Areas, Vendor's Common Areas and other common areas of the Project, installations and facilities and for rendition of common services to the Residence Owner and all other expenses for the common purposes.

9.3. The Purchaser acknowledges that any new Residence Owner of Private Residences to be developed on the remaining portion of the Project shall also become members of the Associations and that the rights of the Residence Owners in relation to the Project and the use of the Schedule "A" Common Areas, Vendor's common areas and other common areas of the Project shall be governed by the Governing Documents.

9.4. Until formation of the Association, the operation, management and maintenance of the Project shall be managed by the Facility Management Company and any common expenses payable in relation to the same shall be payable to the Facility Management Company. The Purchaser acknowledges that the Facility Management Company will be entitled to operate the Project in the manner set out in the Governing Documents including being entitled to exercise its rights against any defaulting Residence Owner.

10. INDEMNITY

10.1. The Purchaser hereby agrees to indemnify and hold the vendor harmless against any and all damages which directly arise out of, or result from or may be payable by virtue of:

- a) Falsity, incompleteness, default, breach or inaccuracy of any of the Purchaser warranties; or
- b) Any default or breach by the Purchaser's covenants and obligations under the Sale Deed or any of the Governing Documents including the Purchaser's Undertaking.

11. MISCELLANEOUS

11.1 This Sale Deed constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral between the Parties.

11.2. The stamp duty and registration fee prevailing on the Sale Date, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Sale Deed shall be borne by the Purchaser exclusively. The Vendor shall have no liability in respect thereto.

IN WITNES WHEREOF the Parties have hitherto set their hands and signature to this Sale Deed, the day the month and year mentioned above.

By **RIVER FRONT DEVELOPERS PVT. LTD.**

Through its authorized signatory

Name :
Designation:

By (Purchaser)

Witnesses:-

1

2

ANNEXURE – 1

SCHEDULE A – DESCRIPTION OF THE SCHEDULE A PROPERTY

District –Cuttack, Tahasil/SRO: Barang, P.S.: Cuttack Sadar, Thana No.6, Mouza :
BIDYADHARPUR (under Sector-11, CDA)

Khata No	Plot No	Out of Total ROR Area
330	34/6918	Ac.1.1880 decimals
340/1	32/6919	Ac.0.0200 decimals
	Total Area-	Ac. 1.2080 decimals
Correspondence to CDA Drawing Plot No.11-4-6H/1472(P) under Sector-11, CDA		

RIVER FRONT DEVELOPERS PVT. LTD.

Suresh Chandra Sahu
Director

SCHEDULE B – DESCRIPTION OF THE PURCHASER’S UNDIVIDED INTEREST

The interest transferred is proportionate impartible undivided interest as enjoined in the Orissa Apartment Ownership Act and the extent shall be Ac. _____ dec. (____ dec.) i.e. _____ Sq.ft. Classification of land Homestead Rent. 10.00paise.

SCHEDULE C – DESCRIPTION OF THE PURCHASER RESIDENCE

Delineation of the built of space/flat

Block -

Flat No-

Floor –

Flooring – Vitrified

Type - _____ BHK

Carpet area - _____ sq.ft.

All that ready built flats in the building complex having the name and style of “DION’S TWIN TOWER” which is functional in all respect and delineated and marked in the layout drawing is attached herewith to the Sale deed.

SCHEDULE D – RIGHTS AND REGULATIONS OF THE PURCHASER

Rights of the Purchaser

The Purchaser shall have the following rights in respects of the Schedule “A” Property and the Project;

1. Full right and liberty for the Purchaser, and all persons authorized or permitted by the Purchaser (in common with all other persons entitled, permitted or authorized to the like right) at all times by day or night and for all purposes to go, pass and repass the staircase and the passage inside the Tower as well as outside the Tower constructed on the Schedule “A” Property and the Purchaser Residence.
2. Full right and liberty to the persons referred to above, in common with all other persons, with or without motor cars, or other permitted vehicles at all times, day and night, and for all purposes to go, pass and bypass over the designated road/path on the land appurtenant to the Project.

3. The right to subjacent and lateral support and shelter and protection from the other parts of the Tower and from the side and roof thereof.
4. The right to uninterrupted usage of running water and electricity, from and to the Project and to the Purchaser Residence through the sewers, drains and water courses, cables, pipes and wires which now are, or may at any time hereafter be laid in, under or passing through the Project or any part thereof.
5. Right to lay cables or wires through designated area/path of the common walls or passage for radio, television, telephone and other such installations, however, having due regard to the similar rights of the other Residence Owners in terms of the Governing Documents without damaging the façade or the outer elevation of the Towers.
6. Subject to the proportionate payment for common expenses/ required user fee/society dues/any special levies or payable and any other fee as may be levied by Society/ FMC in the future, the right to enjoy the Schedule A Common Areas, Vendor's Common Areas and other common services and facilities provided in the Project.

Restrictions on the Rights of the Purchaser

With the consideration of promotion and protecting the rights and interest of all the Residence Owner in the Project, the Purchaser hereby agrees to be bound by the following restrictions and covenants:

1. Not to raise any constructions in addition to Purchaser Residence.
2. Not to use or permit the use of the Purchaser Residence in a manner, which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the Tower.
3. Not to decorate or paint the exterior of the Tower, the Project and/or the Purchaser Residence (including any balcony area) otherwise than in a manner agreed to by the majority of Residence Owners in the Project in accordance with the terms of the Governing Documents.
4. Not to make any arrangement for the maintenance of the exterior of the Project or the common amenities therein other than that agreed to by the majority of Residence Owners in the Project in accordance with the terms of the Governing Documents.
5. Not to use the Purchaser Residence for any purposes prohibited by law or the Governing Documents or as may be decided from time to time by the Association.
6. Not to, at any time, carry on, the Purchaser Residence, or in any part of the Tower, Schedule A Property or the Project any activity which will be a nuisance, annoyance or danger to the occupiers of the Project or effect the satisfactory utilization of the common areas, amenities and services.

7. To reciprocate and recognize the rights of the other Residence Owners in the Project.
8. Not to make any structural changes or additions or alterations even within the interior of the Purchaser Residence.
9. Not to do any act or suffer any omission which is likely to endanger the safety of the Tower or its walls, floors or roofs and/or give room for any fire hazards.
10. Not to bring in or store any inflammable or hazardous materials.
11. Not to throw garbage or trash outside the Purchaser Residence but deposit the same only in places provided for the purpose.
12. To park the Purchaser's vehicle only in a parking area, if any, allotted to the Purchaser and not at any other place in the Project and not to park the Purchaser's vehicle in (or otherwise cause any obstruction to), the use of parking area not specifically allotted to the Purchaser.
13. Not to display any sign board or other posters in the Tower or the Project except in the space provided for that purpose.
14. The name of the Purchaser shall be put, in standardized letters and coloring only at the location/board that may be designated by the Vendor in the entrance lobby of the Tower and at the entrance door of the Purchaser Residence but at no other place in the Tower or the Project.
15. No sign board, hoarding or any other logo or sign shall be put by the Purchaser on the exterior of the Tower or of the exterior lobby, wall of the Purchaser Residence or any other open spaces inside or outside the compound wall, where the Tower is situated though the Purchaser shall be entitled to select and carry out any decoration/painting of the interior of the Purchaser Residence.
16. Not to do any act or thing that may adversely affect the aesthetic appearance / beauty of the Tower nor do anything in the compound of the Project which may cause any nuisance or obstruction or hindrance to the other Residence Owners.
17. To use the balconies attached to the Purchaser Residence for lawful purposes only, and only as per the applicable laws and /or any manner which will affect the aesthetics/elevation of the Tower, such as for the Purpose of hanging clothes for drying.
18. Not to install any antennas, TV dish, grills, etc. on the exterior of the Purchaser Residence (including Balcony/ies), other than with the consent of the Facility Management Company. No air conditioning units can be installed except as designated for the purpose at the time of possession. Further (not to obstruct or put anything in the corridor or common area

without prior written permission of the Association/ facility Management Company).

19. To use all sewers, drains and water lines in the Schedule A Property in common with the other Residence Owners and permit free passage of water, sanitary, electrical line, passing through and along the Schedule A Property and the buildings thereon.
20. To duly and punctually, pay the proportionate share of municipal taxes, rate and cesses, insurance charges, cost of maintenance and management of the Tower, charges for services like water, sanitation, electricity etc. cost of maintenance of common areas, internal pathways/roads, salaries of employees of the organization and other expenses in regard to the project as may be determined by the Association in accordance with the terms of the Governing Documents.
21. To proportionately pay the expenses of maintenance, the common services in the proposed development scheme and the routine maintenance like painting, washing, cleaning and replacing the electrical and mechanical parts of machinery, sanitary, electrical installations, etc. common to the Tower in accordance with the terms of the Governing Documents.

SCHEDULE E – TERMS OF USE OF CAR PARKS

The Purchaser shall at all times be bound by the terms and conditions of use of the Car Parks as listed under:

1. The Purchaser will at all times act responsibly and safely in the use of the Car Parks and comply with all directions given on behalf of the FMC/Society of the Car Parks in the day to day use of the Car Parks.
2. The Purchaser will use the Car Parks for the sole purpose of parking a motor vehicle in the Purchaser's capacity as the owner or occupant of the Purchaser Residence therein and for no other purpose whatsoever.
3. The Purchaser will not bring into the Car Parks at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
4. The Purchaser will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the Residence Owners, the Vendor or the Facility Management Company.
5. The Purchaser will not bring into or on the Car Parks or allow to remain there any unroad worthy or excessively noisy motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Car Parks.
6. Parking and use of the Car Parks is solely at the Purchaser's risk. The Purchaser will have no claim against the Vendor, the Facility Management Company or

manager in contract or otherwise or against any one whom they represent or any of the employees or agents of the Vendor or the Facility Management Company for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Purchaser's use of the Car Parks. Furthermore, the Purchaser will indemnify the Vendor and the Facility Management Company against any such claims and the costs thereof.

7. The Purchaser will permit the staff of the Car Parks to move the Purchaser's car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
8. This car parking arrangement is only a right of use granted to the Purchase, giving the Purchaser no property interest in the Car Parks.
9. Vehicles shall at all times comply with all road markings, signs and the directions of authorized persons.
10. All vehicles shall be parked within the lines designating parking spaces and shall at all times be parked in such a way that no obstruction is caused to the Car Parks access lanes.
11. The Purchaser must:
 - a) Observe and conform to all the rules and regulations relating to the sue of the Car Parks made and issued by the Association or the Facility Management Company from time to time;
 - b) Advice the Association or the Facility Management Company (as appropriate) of the registration number and name of the driver of each vehicle which may park in the Car Parks, and shall notify the Vendor or the Facility Management Company if any change in respect of the same.
12. The Association or the Facility Management Company may access any part of the Car Parks at any time for the purpose of inspecting it, doing any necessary repairs or for any other purpose specified by the Vendor or the Facility Management Company.
13. Alteration of Terms and Conditions
The Association or the Facility Management Company or Owners Association may vary these terms and conditions by adding altering or deleting any of them and in that event the new term or condition will be binding on the Purchaser on the Association or the Facility Management Company giving the Purchaser one (1) month's notice in writing of the new terms and conditions.
14. The Association or the Facility Management Company or Owners Association reserve the right to charge the Purchaser a penalty if the Purchaser violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Car Parks.

ANNEX-1 – MAP OF THE SCHEDULE A PROPERTY

ANNEX-2 – LAYOUT OF CAR PARKS PROVIDED TO PURCHASER

ANNEX- 3 – DESCRIPTION OF SCHEDULE A COMMON AREAS

ANNEX- 4 – FROM OF PURCHASER'S UNDERTAKING

ANNEX- 5 – MAP OF THE SCHEDULE – C PROPERTIES

All annexure are attached separately.

CERTIFICATE

Certified that the Vendor of the said property does not belongs to Schedule Caste or Schedule Tribe Community but the Vendee of the said property does/ does not belongs to **Schedule Tribe**.

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 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 or Orissa Hindu religious endowment Act 1951 or not obtain from Bhudan.

Signature of the Vendor Signatures of the

Signature of the Vendee

With full Address:

WITNESSES

1

2

Drafted & prepared by

Advocate, Cuttack

RIVER FRONT DEVELOPERS PVT. LTD.

Sweet Chandra Sahu
Director

ANNEXURE – 3

List of Common Areas for use of flat Owners

Sl. No.	Areas
1	Corridors of Each Floor
2	All Lifts
3	Main Staircases
4	Communication Shafts
5	Electrical Shafts
6	Plumbing Ducts
7	Waiting Lobby
8	Electrical Panel Rooms
9	FMC Office
10	Two-Wheeler Parking's in the Basement
11	Children Play Area
12	Gym
13	Reading Room
14	Lawn Area
15	Paved Roads
16	Basement
17	Stilt
18	STP
19	Iron Removal Plant
20	All such other areas which are not specifically sold or allotted to any flat owners and / or individual / entity.

RIVER FRONT DEVELOPERS PVT. LTD.

Suresh Chandra Sahu
Director

ANNEXURE – 4

PURCHASER'S UNDERTAKING

Date: _____.

To,

1. RIVER FRONT DEVELOPERS PVT. LTD.
Plot No – 11-3D/1326, Sector – 11,
CDA, Cuttack – 753015.

2.

Subject: Purchaser's Undertaking in relation to Apartment No. _____, Floor, Block _____, DION'S TWIN TOWER

Dear Sir,

1. This is with reference to the agreement to Sale dated _____ executed between RIVER FRONT DEVELOPERS PVT. LTD. ("Vendor") and Name of the customer aged about _____ Years; S/o- _____, By Profession- _____, By Caste- _____, PAN- _____, resident of (address). With respect to purchaser of apartment no. _____, _____ floor, Block - _____, DION'S TWIN TOWER, admeasuring _____ square feet of Carpet Area & NA square feet of Terrance Area (Purchaser Residence).
2. In terms of Clause 2-3 of the Sale Deed, [I/we] are required to provide to the Vendor and the receipt of the Purchaser Residence in good condition with the specifications complete and also agreeing to comply with all rules and regulations set out by the Facility Management Company for operation, management of the Project including making payment of any common expenses.
3. [I/We] are accordingly executing this Purchaser's Undertaking in favor of both the Vendor and the Facility Management Company as follow.
(A) [I/We] acknowledge that the Facility Management Company has been appointed by the Vendor for the provision of maintenance services to the Project including the infrastructure facilities. [I/We] also acknowledge that until formation of the Association, the Facility Management Company shall provide the maintenance services to the Project and [me/us] and other Residence Owners directly, in terms of

the draft Association Maintenance Agreement (which is to be executed between the Association and the Facility Management Company). After formation of the Association, the maintenance Agreement shall be executed between the Association and the Facility Management Company.

- (B) [We/I] agree and acknowledge that the Facility Management Company shall be entitled to collect the maintenance charges directly from [me/us] and [I/we] hereby confirm that all required payments will be made directly to the Facility Management Company from the Commencement Date (*as defined below*).
- (C) [I/We] agree to abide by all the rules and regulations laid down by the Facility Management Company, from time to time, in relation to the maintenance and operation of the Project.
- (D) [I/We] agree to commence payment of the required maintenance charges from the date of delivery of possession of the said flat by the vendor ("Commencement Date").
4. The Facility Management Company has informed [me/us] the estimated maintenance charges for an initial period of 1 (one) year from the Commencement Date which shall be Rs..... (Rupees only) per square feet of Super Built Up Area of the Purchaser Residence(Flat) per month and applicable taxes thereon. Accordingly, in terms of the Association Maintenance Agreement, [We/I] have paid an advance amount for 1 year.

Which shall be made effective on and from the date of delivery of possession of the flat by the vendor (either prospectively or retrospectively or concurrently, as the case may be). After expiry of this one year, [I/We] agree to pay the said maintenance charges to the Facility Management Company by the 5th day of each month in advance without any notice or demand thereof. [I/We] also agree that the Facility Management Company shall be entitled to collect interest calculated at 18% per annum for any delay in making payment of the maintenance charges beyond the due date.

5. [I/We] acknowledge that notwithstanding the right of the Facility Management Company to charge and collect interest for the period of delay in payment of any maintenance charges due and payable, the Facility Management Company will be entitled to suspend without any further notice provision of the maintenance services and utilities to the Purchaser Residence (including but not limited to electricity, gas and water) after the expiry of 15 (fifteen) days from the due date.
6. [I/We] hereby pay a non-refundable interest free deposit towards the security for the Association. Since the Association is yet to be formed, [I/We] hereby agree that this money will be held trust by the Facility Management Company for and on behalf of the Association and the same will be handed over by the Facility Management Company to the Association after its formation.
7. [I/We] agree to pay for any additional services such as use of banquets, hire of auditorium meetings rooms, etc at the Project as per the rates charged by the Facility Management Company based on the usage.

8. After a reconciliation of the actual costs incurred by the Facility Management Company in providing the maintenance services including the Facility Management Company's management fee, if the actual charges for any calendar year (or part thereof) is less than the aggregate of the maintenance charges paid by [me/us] during such calendar year (or such part thereof), [I/We] acknowledge that the Facility Management Company is entitled to transfer the difference to the sinking fund maintained by the Facility Management Company. If the actual charges for any calendar year (or part thereof) is more than the aggregate of the maintenance charges paid by [me/us] during such calendar year (or such part thereof), [I/we] agree to pay the difference to the Facility Management Company within 15 (fifteen) days of such audit being completed.
9. [We/I] agree to pay to the Facility Management Company, on the day of taking physical possession of the flat an interest free maintenance deposit calculated at Rs. (Rupees only) per square foot of Super Built Up Area of the Purchaser Residence /Flat ("Maintenance Deposit"). [I/We] agree and acknowledge that the Maintenance Deposit may be utilized by the Facility Management Company for any delayed / delinquent payments, for any shortfall in the sinking fund for any investment, new purchase or replacement or for any other purpose as the Facility Management Company may determine for the maintenance and operation of the Project.
10. Upon any use of all or any portion of the Maintenance Deposit, [I/We] agree to pay the Facility Management Company, on demand and in no event later than 7 (seven) days, the amount that will restore the Maintenance Deposit to the full amount set forth in paragraph 13 above.
11. [I/We] hereby agree to indemnify and hold the Facility Management Company harmless against all costs, expenses, claims (including third party claims), liabilities, demands, prosecutions, damages and proceedings which may be caused to or suffered by or made or taken against the Vendor in relation to or arising out of a material breach, default or non-performance by [me/us] of this Purchaser Undertaking.
12. This Purchaser's Undertaking shall effective from the date hereof and shall be irrevocable. This Purchaser's Undertaking shall be governed by the laws of India.

(Capitalized terms not defined herein shall have the meaning ascribed to them in the Sale Deed.)

Sincerely,

RIVER FRONT DEVELOPERS PVT. LTD.

Suresh Chandra Saha
Director

FORM NO. 'B'

DECLARATION

(Land/Property where there is on structure/House)

I/We the Executants and Claimants do here by declare that there is on structure/house on schedule property transacted in this document if existence of any structure/house is defected later stage the document would be treated as invalid.

SIGNATURE OF EXECUTANTS SELLER

SIGNATURE OF CLAIMANTS PURCHASER

Details of Structure / House

Kind of Structure :
Type of Floor :
Sqft. Area Ground Floor :
1st Floor :
.... 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 Boundary :
Cost of Boundary :
Cost of garage or :
Other ancillary houses

Net Value of the Building :

Houses

Signature of the Executants'

Signature of Claimants'