

SALE DEED

THIS INDENTURE OF SALE executed on this day of (TWO THOUSAND......) at Bhubaneswar

BY

ARCHID BUILDERS (P) LTD., a Company registered under The Companies Act, 1956 bearing CIN: U452010R2009PTC011159 and PAN NO: AAHCA9933C and having its registered office at Archid Central, 4th Floor, Plot No: 315, District Center, Chandrashekherpur, Bhubaneswar, Dist. - Khurda, Odisha, PIN:751016 represented through its Managing Director SRI BANDAN MOHANTY, aged about 45 years, S/o - Late Khitindra Kumar Mohanty, by Caste - Karan, by Profession – Business, as GENERAL POWER OF ATTORNEY

For Archid Builders Pvt.Ltd.

HOLDER for & on behalf of (1) Sri Binoy Kumar Nanda, aged about 61 years, S/o - Late Lingaraj Nanada, resident of "SAVITRI SADAN", Rameswar Patna, P.O. - Old Town, P.S. -Shree Lingaraj, Bhubaneswar, Dist. - Khurda, Bhubaneswar, Odisha-751002 (2) Smt. Sayanha Swati, D/o Late Lingraj Nanda, aged about 57 years, W/o Sri Satybrata Patra, resident of Plot No.56/A, Sahara Campus, Near Forensic Lab, Rasulgarh Chhack, Mancheswar, Bhubaneswar, Dist. - Khurda, Odisha-751010 (3) Smt. Dipti Kar, D/o Late Lingraj Nanda, aged about 56 years, W/o Sri Rudraya Narayan Kar, resident of1701, Marathon Nextgen-1, Ganpat Kadam Marg, Lower Parel, Mumbai-400013, (4) Smt. Jyotirmayee Nanda, aged about 54 years, D/o Late Lingraj Nanda , W/o: Sri Jimut Baran Patnaik, resident of Plot No.473, Nageswartangi, P.O. - Old Town, P.S. - Shree Lingaraj, Bhubaneswar, Dist. - Khurda, Odisha -751002, (5) Sri Sovan Nanda, aged about 34 years, S/o Late Bijay Kumar Nanda ,resident of "SAVITRI SADAN", Rameswar Patna, P.O. - Old Town, P.S. - Shree Lingaraj, Bhubaneswar, Dist. - Khurda, Bhubaneswar, Odisha-751002 (5) Smt. Nivedita Nanda, aged about 57 years, W/o Late Bijay Kumar Nanda , resident of "SAVITRI SADAN", Rameswar Patna, P.O. - Old Town, P.S. - Shree Lingaraj, Bhubaneswar, Dist. - Khurda, Bhubaneswar, Odisha-751002 all are by Caste -Brahmin, vide Registered General Power of Attorney bearing I.D. No.1081712547 & Document No. 11081711964 dtd. 12.12.2017, registered before District Sub-Registrar Office, Khurda at Bhubaneswar, (herein after called the "VENDORS" which expression shall mean and include their heirs, and assigns administrators, executors, successors, representatives) of the ONE PART.

IN FAVOUR OF

, aged about years, S/o, resident of
At, PO, PS, District, Pin,
(Odisha), by caste by profession, Aadhar No.
(Odisha), by caste by procession
(hereinafter referred to as PURCHASER which
expression shall mean and include his/her legal heirs,
successors, administrators representatives and assigns) of the
SECOND PART. (Pan Card No)
COST OF FLAT:
1. Land Cost (Ac.0dcml) : Rs
Framed structure building measuring sqft. On floor
With Vetrified Tiles flooring and dado Valued at : Rs/-
3 Flectrical fittings and PHD fittings : Rs/-

For Archid Builders Pvt.

VALUATION

valued at

GST @ 12% valued at

Rs......l- (Rupees)
only as per the cost of the Flat and benchmark valuation.

SCHEDULE OF PROPERTY

Under D.S.R.O., Khurda at Bhubaneswar.

District – Khurda, Tahasil – Bhubaneswar, under the jurisdiction of District Sub-Registrar Office, Khurda at Bhubaneswar, P.S. – New Capital, Mouza – Bhubaneswar Sahar Unit No.27, SUNDERAPADA, Khata No.640 (Six Hundred Fourty), Sthitiban, Plot No.2405/4170 (Two Thousand Four Hundred Five By Four

: Rs./-

Total- Rs...../-

For Archid Builders Put.Ltd.
Shakum It hait

Thousand One Hundred Seventy), Kisam – Gharabari (Homestead), Area A0.445 decs.

The area transferred in favour of the PURCHASER being the undivided impartible interest measuring Ac.0.....dcml o/o- Ac.0.445dcml with the building thereon measuringsqft/sqmtr. Carpet area assigned as Flat No., on the floor, with Vetrified Tiles flooring along with dado of the apartment named and styled as "ARCHID PRESTIGE". Along with car parking space on the stilt floor assigned as No.Rent- Rs.1.00 paisa.

BOUNDARY OF FLAT NO.

NORTH

SOUTH

EAST

WEST

AND WHEREAS, the SELLER is absolutely seized and possessed of and/or otherwise and sufficiently entitled to deal with the land & building and transfer/convey the same.

AND WHEREAS the owners of the schedule of property have given General Power of Attorney to the Attorney Holder ARCHID BUILDERS (P) LTD. represented through its Managing Director SRI BANDAN MOHANTY (hereinafter called the Builder/Developer) to construct apartment(s) over the scheduled property vide Registered General Power of Attorney bearing I.D. No. 1081712547 & Document No.11081711964 dtd.12.12.2017, registered before District Sub-Registrar Office, Khurda at Bhubaneswar. As per there mutual understanding and agreement share of the owners has been determined 40% (Fourty Percent) and the share of the Builder/Developer is 60% (Sixty Percent).

AND WHEREAS the G.P.A. Holder of the vendors i.e. the Builder/Developer has got approved building plan from

For Archid Builders Pvt.Ltd.
Shown Pahaik

Bhubaneswar Development Authority, Bhubaneswar to construct apartment over the said land in the name and style of "ARCHID SAILABALA" vide B.M.C. Letter No.23171/BMC, Bhubaneswar, dtd.29.04.2022.

AND WHEREAS, the complete house of the said apartment sold hereunder has fallen in the share of the Builder/Developer i.e. "ARCHID BUILDERS (P) LTD." and we, the Vendors have no objection to sale the same to the present Vendee.

AND WHEREAS, being in need of money for expansion of its business, the SELLER had expressed its intention to convey and transfer the Schedule of property. The PURCHASER had accepted the offer and had evinced his/her willingness to purchase the Schedule of property for a consideration amount of Rs............./- (Rupees) only.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In consideration of an amount of Rs............/- (Rupees) only has been paid by the PURCHASER to the SELLER, the SELLER hereby grants, transfers, conveys, assigns and assures unto the purchase the proportionate impartible undivided share in the land in question with building as set out in the schedule given above together with all rights, privileges, easements, appendages and appurtenances attached thereto.

or Archid Builders Pvt.Ltd.

Resultantly the PURCHASER shall enjoy and hold the said proportionate impartible undivided share in the land with the building absolutely and forever and the SELLER doth hereby covenant that notwithstanding any act, deed or thing done by him, he has a clear and marketable title over the land in question to grant and convey the proportionate interest in the land in favour of the PURCHASER, who shall at all times, here-after peacefully and quietly hold, possess and enjoy the said proportionate impartible undivided interest in the land with the building as indefeasible owner thereof without any let, interruption, claim or demand whatsoever from or by the SELLER or any person claiming any title or amount to the interest of the SELLER. The SELLER further states that he shall at all times here-after at the request and cost of the PURCHASER executed or cause to be executed any further acts, deeds, assurances for assuring the conveyances, proportionate impartible undivided interest in the land with the building as detailed and delineated in the schedule set out below in favour of the PURCHASER and the SELLER, its successors shall at all times hereafter indemnify and keep indemnified the PURCHASER against any loss, damage etc., if any, suffered by the PURCHASER by reason of any defect or deficiency in title of the SELLER or any breach of the declaration here-in-obtained.

2. That the SELLER doth hereby declares that the property 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 land in question has not been notified under any notification issued no scheme in

- contemplation or proposal for acquisition of the land for any purpose whatsoever.
- 3. That the SELLER further states and declare that he shall at all times here-after indemnify the PURCHASER against any claim or demand in respect of the undivided proportionate interest in the land and building here-under sold or conveyed if advanced by or at the behest of any 3rd party or any other person and shall make good any loss which the PURCHASER may sustain or suffer by reason of any defect in the title of the SELLER or on account of any circumstances by which the title of the PURCHASER may be affected or impaired in any manner.
- 4. That, the SELLER further covenants that the PURCHASER is hereby delivered possession of the proportionate undivided impartible share in the land and building and he/she shall have right to exercise all possessor and proprietary rights without any objection from or by the SELLER or any person claiming any title under the SELLER.
- 5. That, the PURCHASER is responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable to Revenue, Municipality, Urban, CESU, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below.
- 6. That, the PURCHASER shall peacefully and equitably possess in common along with other PURCHASERS and entered into, retain, hold, use and enjoy the same without any binding or interruption, claim or demands by or from the SELLER or any of their heirs, successors, assigns and representatives or any other person.

- or Archid Builders Pvt.Ltd.
- 7. That, the PURCHASER is at liberty to use and enjoy the common area and all other facilities provided therein the said apartment namely "ARCHID SAILABLA" like overhead tank, U/G water tank, lift, common passage, staircase, etc. along with the other PURCHASERS/Flat owners of the said apartment and the PURCHASER will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions as an Apartment dweller.
- 8. That, the PURCHASER, his/her heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners with the undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners.
- 9. That, the PURCHASER is also at liberty to get his/her name mutated in the Government, Municipal Corporation, GRIDCO, Revenue Department, etc. and all other records and pay the taxes, rents and charges in his/her name and obtain receipts thereof.
- 10. That, the PURCHASER 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.
- 11. That, the PURCHASER shall not use the flat for any unlawful acts and shall not store inflammable/explosives, hazardous goods & if it found so, the other flat owners & Association/Society shall

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have the discretion to take the said flat owner to the Court of Law. The PURCHASER is responsible to keep the flat free even from noise pollution.

- 12. That, the PURCHSER as well as the other similar flat owners shall form an association/society as per the mandates of Orissa 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 Government the similar owner of the apartment shall also frame bye-laws pertaining to the matters specified under section 16 of Orissa Apartment Ownership Act. 1982 and every similar owner shall be bound to become the member of such association/society. The Orissa Apartment Ownership Act. 1982 & rules framed their under shall be binding on the PURCHASER.
 - 13. Both the parties have fully understood the nature, content and purport of the transaction as well as recitals spelt out in the different covenants of this indenture.

IN WITNESS WHEREOF the SELLER signed this, on the day month and year first above mentioned, in presence of the following witnesses.

WITNESSES:

1.

SIGNATURE OF SELLER

Flactor Pot.Ltd.

SIGNATURE OF PURCHASER

CERTIFICATE

Certified that the SELLER and the PURCHASER do not belong to scheduled Caste or Scheduled Tribe, and as the restriction spelt out of the Orissa Land Reform Act or the Regulation (ii) of 1956 has no applicability.

Further Certified that the land in question is not within the purview of consolidation proceeding under Orissa Consolidation of Holdings and Prevention of Fragmentation of Land Act. 1972.

Further Certified that the land in question is not a ceiling surplus land within the meaning of Urban Land (Ceiling and Regulation) Act. 1976 or the Orissa Land Reforms Act. 1963.

Further Certified that the land in question is not a species of Endowment property within the meaning of Orissa Hindu Religion Endowment Act. 1951. For Archid Builders Pvt.Ltd.

Mahm Pahit

SIGNATURE OF SELLER

SIGNATURE OF PURCHASER

CERTIFICATE

Certified that the parties hereto are my clients and the deed has been drafted by me and typed in my office as per their instructions and that they have subscribed their hands finding the contents to be true and correct.

Advocate, Bhubaneswar

Archid Builders Pvt.Ltd.