

SALE-DEED

THIS INDENTURE OF SALE executed on this day of 20 (Two Thousand)

BY

M/S. SRI BHULAXMI INFRATECH LLP, LLPIN – AAN-4862, PAN –ADVFS2795Q, having its corporate office at Plot No.-361/2315, Near SBI Aiginia Branch, PO-Patrapada,Bhubaneswar, District - Khurda (Odisha), represented by its Designated Partners (1) Sri Biranchi Narayan Mishra, aged about 49 years, S/O-Satyabadi Mishra, By Caste-Brahmin, By-Profession- Business, having Pan-AHNPM5223F and Aadhar No-850743211898, Mobile No.9437018183 and (2) Mr. Sarbeswar Sahu, Son of Late Maheswar Sahoo, aged 59 years, By Caste- Teli , By-Profession- Business, having Pan-AHWPS4706N and Aadhar No-00673752745, Mobile No.9437034086, authorized vide Resolution of Partners on dated 01.02.2021, as the owner, vide Regd. Sale Deed bearing Document No.11131901507, ID No-1131901609, dated 15/02/2019, document is registered in the office of Sub-Registrar Office, Khandagiri, Bhubaneswar) (here-in-after called and referred as "VENDORS" which expression shall unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors, representatives and assigns) of the ONE PART.

IN FAVOUR OF

MR./MRS..... aged about years, S/o. / W/o....., by caste..... by profession-, resident of AT-.....,PO-.....,P.S.....,District....., having Aadhar No.-& PAN-.....,Mobile No.-..... (here-in-after called as "VENDEE" which expression shall mean and include his/her legal heirs, successors, executors, administrators and assigns) of the OTHER PART

VALUATION: Rs...../- (Rupees.....) only

WHEREAS, the property mentioned in the Schedule of Property below, stands recorded in the name of the Sri Bhulaxmi Infratech LLP through its Designated Partner Sarbeswar Sahu and Biranchi Narayan Mishra and have obtained ROR in his favour vide OLR case No-39696/2019 and paying Revenue Rent regularly having absolute right, title interest and peaceful undisputed possession over their respective plot having home stead status and AcO.150 decimal land area.

WHEREAS, the vendors have formulated a scheme for construction of residential apartment building over the entire land comprising of independent flats and units, to be sold to prospective vendee (s) of which the party (ies) in pursuit of the aforesaid objective, the vendor M/S. SRI BHULAXMI INFRATECH LLP have constructed the apartment in the name and style of "SAI NIRMALYA" in accordance with building plan sanctioned and approved by the Bhubaneswar Municipality Authority vide Letter No.ANB/1119/2021, Bhubaneswar, dated 04/01/2021 in File No.- ANB-190280/2019 and further has got the project registered with the Odisha Real Estate Regulatory Authority, Bhubaneswar vide Project Registration No-.....dated..... In accordance with the RERA Act, 2016 and rules made there under.

AND WHEREAS, for legal necessity and for business, the vendors have expressed their intention to convey and transfer the proportionate impartible undivided share in the land in question with the building measuringSqft. carpet area assigned as Flat No.....on...floor, type....., including one parking space in the Stilt floor of the said apartment namely "Sai Nirmalya". The vendee has accepted the offer and has evinced his/her willingness to purchase and acquire such proportionate impartible undivided share in the land with the building for a consideration amount of Rs.....(Rupees.....) only. Consequently, a concluded contract had culminated by and between the parties and the various terms and conditions pertaining to the sale transaction had been mutually agreed upon and settled by and between the parties.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

1. In consideration of an amount of Rs.(Rupees.....) only has been paid by the vendee to the vendors, the receipt of which the vendors have acknowledged and hereby admits and the vendors hereby grants, transfers, conveys, assigns and assures unto the vendee the proportionate impartible undivided share in the land in question with building as set out in the schedule given below together with all rights, privileges, easement, appendages and appurtenances attached thereto. Resultantly the vendee shall enjoy and hold the said proportionate impartible and undivided share in the land with the building absolutely and forever and the vendors do hereby covenant that notwithstanding any act, deed or thing done by them, they have a clear and marketable title over the land in question to grant and convey the proportionate interest in the land in favour of the vendee, 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 vendor or any person claiming any title or amount to the interest of the vendors. The vendors further state that they shall at all times here-after at the request and cost of the vendee executed or cause to be executed any further acts, deeds, conveyances, assurances for assuring the said proportionate impartible undivided interest in the land with the building as detailed and delineated in the schedule set out below in favour of the vendee and the vendors, their successors shall at all times here-after indemnify and keep indemnified the vendee against any loss, damage etc, if any, suffered by the vendee by reason of any defect or deficiency in title of the vendors or any breach of the declaration here-in-obtained.
2. The vendors do hereby declare 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 under the Land Acquisition Act and there is also no scheme in contemplation or proposal for acquisition of the land for any purpose whatsoever.
3. The vendors further state and declare that they shall at all times here after indemnify the vendee 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 vendee may sustain or suffer by

reason of any defect in the title of the vendors or on account of any circumstances by which the title of the vendee may be affected or impaired in any manner.

4. The vendor's further covenants that the vendee 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 vendor or any person claiming any title under the vendors.
5. That, the vendee 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 vendee shall peacefully and equitably possess in common along with other vendee and enter into, retain, hold, use and enjoy the same without any binding or interruption, claim or demands by or from the vendors or any of their heirs, successors, assigns and representatives or any other person.
7. That the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment namely "Sai Nirmalya" 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.
8. The vendee, 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. The vendee is also at liberty to get his/her name mutated in the Government, Municipal Corporation, GRIDCO, Revenue Departments, etc and all other records and pay the taxes rents and charges in his/her name and obtain receipts thereof.
10. 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 effect the right of other flat owners.
11. 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 nose pollution.
12. That the vendee as well as the other similar flat owners shall form an association/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.
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.

SCHEDULE OF PROPERTY

Tahasil: Bhubaneswar, Thana No. 8, Khata No-703/1540 (Seven Hundred Three/One Thousand Five Hundred Forty), Plot No-168/3006 (One Hundred Sixty Eight/Three Thousand Six), area A0.150 DC (Full Plot) in Mouza:-Patrapada, P.O-Patrapada, P.S.- Khandagiri, Bhubaneswar, Khurda.

The area transferred in favour of the vendee being the undivided impartible interest measuring Ac.0.0... Decimals out of Ac.0.150 decimals with the building thereon measuringSqft Carpet area assigned as Flat No.....onfloor, Block....., Type.....BHK including one Parking Space on Stilt of the apartment named and styled as "Sai Nirmalya"

FLAT BOUNDED BY:-

North:-

South:-

East:-

West:-

COST OF FLAT:-

- | | |
|--|-------------|
| 1. Land Cost (for Ac0.0.....dec.) | :-Rs...../- |
| 2. Cost of Building measuring Sqft carpet area @Rs..... per sqft | :-Rs...../- |

Total Rs:-...../-

DECLARATION

We declare 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 declare that the land in question is not a ceiling surplus land within the meaning of Urban Land (Ceiling and Regulation) Act1976 or 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. 1951.

We, the vendors and vendee do not belong to scheduled caste or scheduled tribe community.

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.

We the Vendor and the Vendee hereby declare that we, being read out the contents of the sale deed and being explained, have satisfied as about the correctness of the recitals of the same as true and correct, do hereby execute the Sale Deed with our clear volition without any duress, inducement allurement or any kind of promise or extraneous influence on either or both part to sell and purchase the property.

IN WITNESS WHEREOF the vendors AND vendee signed this the day, month and year first above, mentioned in presence of following witnesses:-

WITNESSES:-

01

 For SRI BHULAXMI INFRA TECH LLP

Designated Partner

VENDORS

02.

VENDEE

CERTIFICATE

I certified that the vendor and vendee are my clients and as per their instruction I prepared this sale deed. I have read over and explained them all the facts in vernacular language understood by them and after fully understanding same, they put their signatures on the respective column

Prepared by me.

Advocate, Bhubaneswar