

SALE – DEED

THIS DEED OF SALE made on this the _____ day of, 2021 (Two Thousand Twenty One) at Bhubaneswar.

BETWEEN

ARCHID BUILDERS (P) LTD., (CIN NO: U45201OR2009PTC011159) a Company registered under The Companies Act, 1956, PAN – AAHCA9933C and having its registered office at 4th Floor, Archid Central, Plot No.315, District Centre, P.O./P.S. - Chandrasekharpur, Bhubaneswar-751016, Dist. - Khordha, Odisha, represented through its Managing Director **SRI BANDAN MOHANTY**, aged about 46 years, S/o - Late Khitindra Kumar Mohanty, by Caste - Karan, by Profession – Business, AADHAAR No.-_____, as GENERAL POWER OF ATTORNEY HOLDER for & on behalf of **(1) Smt. Namita Panda**, aged about 56 years, W/o Sri Lokanath Panda, by Caste - Brahmin, by Profession - Housewife, resident of Vill. - Mathura Nagar, P.S. - Berhampur, Dist. - Ganjam, Odisha vide Regd. General Power of Attorney bearing I.D. No.1132007014 & Document No._____ dtd.23.11.2020, registered before Sub-Registrar Office, Khandagiri, Bhubaneswar, **(2) Smt. Bismita Mohanty**, aged about 47 years, W/o Sudhansu Kumar Mohanty, by Caste - Karan, by Profession - Service, resident of Plot No.3021/3741, Rabi Talkies Road, Bhubaneswar, Dist. - Khordha, Odisha vide Regd. General Power of Attorney bearing I.D. No.1132007062 & Document No._____ dtd.24.11.2020, registered before Sub-Registrar Office, Khandagiri, Bhubaneswar and **(3) Sri Pramod Kumar Swain**, aged about 63 years, S/o Mahendranath Swain, by Caste - Khandayat, by Profession - Business, resident of Plot No.37/2, Jagannath Vihar, Baramunda, Bhubaneswar, Dist. - Khordha, Odisha vide Regd. General Power of Attorney bearing I.D. No.1132007064 & Document No._____ and I.D. No.1132007063 & Document No._____ both dtd.24.11.2020, registered before Sub-Registrar Office, Khandagiri, Bhubaneswar (herein after called the **"VENDORS"** which expression shall mean and include their heirs, successors, executors, administrators, assigns and representatives) of the **ONE PART**. Mobile No.-_____

AND

Mr._____, aged about ___ years, S/o _____, by Caste - _____, by Profession - _____, resident of At - _____, P.O. - _____, P.S. - _____, Dist. - _____, Pin - _____, State - _____, AADHAAR No.- _____, PAN - _____, (here-in-after called the **"VENDEE"** which expression shall mean and include his heirs, successors, executors, administrators, assignees and representatives) of the **OTHER PART**. Mobile No.-_____

WHEREAS the Vendors are the absolute and lawful owners of the property which is morefully described in the schedule below and the vendors are in peaceful possession over the same as absolute owners without any dispute and paying rent to the Govt. by obtaining up-to-date rent receipt thereof.

AND WHEREAS the vendors hereby declare that the scheduled property is free from all encumbrances, litigation, disputes, liens, attachments and charges etc. and the vendors are in peaceful possession over the same having all rights, titles and interests etc.

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 schedule of properties.

AND WHEREAS the G.P.A. Holder of the vendors i.e. the Builder/Developer has got approved building plan from Bhubaneswar Municipal Corporation, Bhubaneswar to construct apartment over the said land in the name and style of "**ARCHID PRAMOD RETREAT**" vide Letter No.80933/dt.11.11.2021 in File No.MBP/BMC-02-0150/2020.

AND WHEREAS, the said project has also been duly registered with RERA vide ORERA Regd No _____ dated: _____

AND WHEREAS, as per the agreement executed between the land owners and developer, 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 the above named vendee expressed her/his desire to purchase undivided proportionate impartible share and interest in the said schedule property measuring **Ac.0.____ decs.** together with the finished building measuring carpet area of _____ **sqfts** assigned as **Flat No.-_____ (____ BHK)** on _____ **Floor** including garage/parking area of the said apartment morefully described in the schedule below with all heriditaments, easements and appurtenances for a sale consideration money of **Rs._____/-** (Rupees _____) only prior to execution of this Sale Deed, the receipt of which the vendors have acknowledged and hereby admit. That the vendors indemnify and save harmless from all losses, costs, expenses, disputes, litigation and encumbrances if the vendee sustain or to be put by reason of any defect in title to the property hereby conveyed.

The occupancy certificate (O.C) No.....dt.....have also been issued by the competent Authority (please insert the name of consent developing authority) w.r.t subject property in accordance to the ODA Act 1982 read with Rule 2020 (copy of occupancy certificate attached).

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).

That, the vendors hereby sell, convey, grant, transfer and assign all rights and claims to the use and enjoyment of the vendee, his heirs, successors, assignees and representatives etc. absolutely and forever.

That, the vendee shall have the rights to make interior decoration as per his choice and for this purpose can modify any inside structures of the flat without causing any damage to any other parts etc.

That, the Vendee shall have absolute right from today onwards to create mortgage, apply and to receive the loan from any financial/private/public/institutions by mortgaging this property and can raise loan or can sell or give Power of Attorney to anybody i.e. private, public, Govt., Trusts, company or any individual person.

That, the Vendee is responsible and liable to pay and discharge the proportionate share of all taxes, rents, charges and other out-going payable to Revenue, Municipality, urban, TPCODL, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below and such proportionate share shall be made by the Vendee on pro-rata basis and the same shall be conclusive, final and binding on the Vendee. The Vendee shall hereinafter develop the scheduled premises in accordance with the rules and regulations of the Bhubaneswar Development Authority, Bhubaneswar and Bhubaneswar Municipal Corporation, Bhubaneswar or any local authority so far as his undivided proportionate share and interest is concerned together with the other purchasers of similar interest at his own costs, expenses and responsibilities to the best satisfaction of such authorities.

That, the Vendee shall not be entitled to make any addition/alteration in the Flat hereby sold without the prior permission of the concerned authority and shall also abide by all the applicable laws, bye-laws, rules and regulations of Municipal authorities and other Governmental authorities as also the terms of the government licence and shall be responsible for all deviations, violations of rules and regulations governing the said property.

That, it is hereby expressly agreed and understood between the parties hereto that, this Sale Deed is only in respect of the area allotted to the Vendee along with garage facility to park four-wheeler in the basement/stilt of the building. The Vendee shall only have the right, title and interest over the proportionate undivided impartible portion of the building transferred herewith in his favour. The Vendee has also the right to enjoy common areas and facilities,

such as parkings, lobbies, staircase, lift etc. with other co-owners as per the provisions of Apartment Ownership Act.

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 there under shall be binding on the vendee.

That, the vendee shall not use the flat hereby sold for storage of any hazardous, inflammable or obnoxious material or such heavy materials which are likely to affect the stability of the building or likely to cause any annoyance or inconvenience to the neighboring flat owners/occupants.

That, the Vendee shall maintain at his cost the flat hereby sold in good repair and condition and shall not do any act or indulge in any negligence so as to damage any part of the said building. In case of any loss or damage being caused to the flat hereby sold, or any other portion of the building which is attributable to the neglect of the Vendee, he shall be liable to make good the same.

That, the vendee shall peacefully and equitably possess in common along with other vendees 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.

That, the vendee is at liberty to use and enjoy the common area and all other facilities provided therein the said apartment namely "**ARCHID PRAMOD RETREAT**" and remain abide by the terms and conditions of an Apartment dwellers.

The vendee is also at liberty to get his name mutated in the Government, Municipal and all other records and pay the taxes, rents and charges in his name and obtain receipts thereof.

The vendee, his heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners with the undivided proportionate impartible share and interest peacefully without doing any harm or obstruction to other co-owners.

That, the expression "**VENDORS**" and "**VENDEE**" herein before used shall mean and include their heirs, successors, assignees and representatives also.

SCHEDULE OF PROPERTIES

District – Khordha, Tahasil – Bhubaneswar No.170, under the jurisdiction of Sub-Registrar Office, Khandagiri, Bhubaneswar, P.S. – Bhubaneswar No.8, **Mouza – PATRAPADA**, Khata No.**703/231** (Seven Hundred Three by Two Hundred Thirty One), **Sthitiban**, Plot No.**312** (Three Hundred Twelve), Kisam – Gharabari (Homestead), Area **Ac.0.114 decs.** (One Hundred Fourteen decimals) (Full Plot).

Khata No.**703/2593** (Seven Hundred Three by Two Thousand Five Hundred Ninety Three), **Sthitiban**, Plot No.**311/2386** (Three Hundred Eleven by Two Thousand Three Hundred Eighty Six), Kisam – Gharabari (Homestead), Area **Ac.0.053 decs.** (Fifty Three decimals) (Full Plot).

Khata No.**703/3381** (Seven Hundred Three by Three Thousand Three Hundred Eighty One), **Sthitiban**, Plot No.**311/2386/3692** (Three Hundred Eleven by Two Thousand Three Hundred Eighty Six by Three Thousand Six Hundred Ninety Two), Kisam – Gharabari (Homestead), Area **Ac.0.090 decs.** (Ninety decimals) (Full Plot).

Khata No.**703/2070** (Seven Hundred Three by Two Thousand Seventy), **Sthitiban**, Plot No.**312/1806** (Three Hundred Twelve by One Thousand Eight Hundred Six), Kisam – Gharabari (Homestead), Area **Ac.0.114 decs.** (Ninety decimals) (Full Plot).

District – Khordha, Tahasil – Bhubaneswar, under the jurisdiction of Sub-Registrar Office, Khandagiri, Bhubaneswar, P.S. – Chandaka No.55, **Mouza – SHANKARPUR**, Khata No.**921** (Nine Hundred Twenty One), **Sthitiban**, Plot No.**3030** (Three Thousand Thirty), Kisam – Gharabari (Homestead), Area **Ac.0.050 decs.** (Fifty decimals) (Full Plot), Plot No.**3035** (Three Thousand Thirty Five), Kisam – Gharabari (Homestead), Area **Ac.0.085 decs.** (Eighty Five decimals) (Full Plot), Plot No.**3029** (Three Thousand Twenty Nine), Kisam – Gharabari (Homestead), Area **Ac.0.111 decs.** (One Hundred Eleven decimals) (Full Plot) & Plot No.**3028** (Three Thousand Twenty Eight), Kisam – Gharabari (Homestead), Area **Ac.0.130 decs.** (One Hundred Thirty decimals) (Full Plot),.

Total in Two Mouzas, Five Khatas, Eight Full Plots, Total Area **Ac.0.747 decs.** (Seven Hundred Forty Seven decimals).

Out of which the proportionate, undivided impartible share transferred in favour of the Vendee is **A0._____ decs.** with the finished building measuring carpet area of _____ **sqfts**

assigned as **Flat No.-_____ (____ BHK)** on _____ **Floor**, including garage/parking space of **"ARCHID PRAMOD RETREAT"**. Annual Rent Rs.10/-.

COST OF FLAT (WITH BREAK UP AND DESCRIPTION)

Proportionate undivided impartible share Land Cost
(for Ac. 0.0.....dec.) : Rs. /-

Total price of flat on the carpet area _____sqft

Rate of Apartment per sqft @ Rs._____ including : Rs. /-
Garage/Parking area

GST, Registration charges, Stamp duty, other taxes

As applicable : Rs. /-

Total : **Rs.** /-
(Rupees _____) only

DECLARATION

1. (a) We, the Vendors of the said property do not belong to Scheduled Caste or Scheduled Tribe Community.
(b) I, the Vendee of the said property do not belong to Schedule caste or Schedule Tribe Community.
2. The land hereby sold is neither publicly endowed.
3. The land is not a Govt. leasehold land.
4. The land is not covered under consolidation operation.
5. The land is a land with building as per the Annexure.
6. I, the Vendee do hereby declare that I have reasonably enquired and verified the documents relating to the right, title and interest of the Vendors and have purchased the property on payment of full consideration.
7. We, the Vendors 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 clean volition without any duress, inducement, allurements or any kind of promise or extraneous influence on either or both part to sell and purchase the property.

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

WITNESSES:-

1.

VENDORS

2.

VENDEE

Drafted & Typed by me as per
Direction of the executant.
Prepared by me.

Advocate, Bhubaneswar.