

SALE - DEED

THIS DEED OF SALE made on this the ____ day of _____, 2023(Two Thousand twenty Three).

BETWEEN

SMT. ANUPAMA MOHANTY, Adhar No :- 804166125603, aged about 38 years, W/o Sarat Kumar Mohanty, Resident of Flat No. 24/4, MIG-1, Chandrasekharapur Housing Board Colony, PS: Chandrasekharapur, Bhubaneswar, Dist: Khurda, Odisha.

SMT. SANDHYA RANI SAHOO, Adhar no.-906082043253 aged about 32 years, W/o Khirod Kumar Sahoo, Resident of Plot No. 203, Sector-1, Niladri Vihar, PS: Chandrasekharapur, Bhubaneswar, Dist: Khurda Odisha

SRI SUBRAT RANJAN JENA, Adhar No.- 442877715217 aged about 32 years, S/o Banambar Jena, Resident of Plot No. 410, Sector-5, NiladriVihar, PS: Chandrasekharapur, Bhubaneswar, Dist: Khurda, Odisha.

SRI DURGA PRASAD DAS, Adhar No.-360472034349 aged about 74 years, S/o Late. Chakrapani Das, Resident of Flat No.1/H, Aditya Palace Apartment, Paika Nagar, Khandagiri, PS: Khandagiri, Bhubaneswar, Dist: Khurda Odisha.

SRI. GAJENDRA DAS, Adhar No.- 437953110916, aged about 64 years, S/o Late. Raghunath Das, Resident of Flat No. 77,5th Floor Omni Hights,Block no-1,Near Loyala B.ED. College, Hullung, PO: Telco. PS: Birsa Nagar, Dist: East Sighbhum, Jharkhand.

SMT. MANDAKINI PARIDA ,Adhar No-742645042163,aged about 36 years, W/o Lalit Kumar Barik, Resident of Plot No. 428, Canal Road, Sameigadia, Rasulgarh, PS: Mancheswar, Bhubaneswar, Dist: Khurda, Odisha.

SRI NARENDRA DAS, Adhar No:- 243828225090, aged about-62 yrs, Resident of: 5/25/194, UCIL Colony, Jadugoda Mines, Dist: East Singhbhum, Jharkhand. PIN :832102. Mob No:- 6201266707 And **SRI G. SINIVAS**, Adhar No:-658396318471 aged about 55 years, S/o Late G. Kalu Charan, Resident of At: Old Market Street, PO/PS: Bhanjanagar, Dist: Ganjam, Odisha.

SRI. RABINDRA KUMAR DAS, Adhar No:- 738899306456, aged about 44 years, S/o Sri. Anirudha Das, Resident of At: Kuanl, PO: Kuanl, PS: Mangalpur, Dist: Jajpur, Odisha.

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Managing Director

SMT. ROJALIN PARIDA, Adhar No:- 809897906859, aged about 33 years, D/o Sri. Sanatan Parida, Resident of At: Atuda, PO: Patpur, Via: Bahugram, PS: Jagatpur, Dist: Cuttack, Odisha.

SMT. SARASWATI BEHERA, Adhar no:-303051126249, aged about- 38 years, W/o Sri. Bikram Kesari Parida, Resident of Plot No. 428, Canal Road, Sameigadia, Rasulgarh, PS: Mancheswar, Bhubaneswar, Dist: Khurda Odisha.

SRI SUSHANTA KUMAR DAS. Adhar No.- 944729673423, aged about 41 years, S/o Sri. Jogendra Nath Das, Resident of At: Talabani, PO:Golagadia, PS: Kaptipada, Dist: Mayurbhanj, Odisha.

are represented through their General Power of Attorney Holder **M/s. M/S. SIDHIVINAYAK INFRASTRUCTURE AND DEVELOPERS (P) LTD.** a company incorporated under the Indian Companies Act, 1956, vide Corporate Id No. U70101OR2011PTC013878 having its Registered office at RP-104, Pandav Nagar, Bhubaneswar, Dist. Khurda, (PAN-AAQCS1148A) represented through its Managing Director **SRI ADITYA KUMAR NAYAK**, aged about 46 years, S/O Sri Krupasindhu Nayak, (Adhar no.-331216982926) vide Regd. General Power of attorney bearing

Vide GPA no. 11132005412 dated 14/10/2020, GPA no. 11132005488 dated 16/10/2020, GPA no. 11132007646 dated 23/12/2020, GPA no. 11132102392 dated 03/03/2021, GPA no.11132005345 dated 12/10/2020, GPA no. 1132005412 dated 14/10/2020, GPA no. 11132007057 dated 07/12/2020, GPA no. 11132005343 dated 12/10/2020, GPA no. 11132007540 dated 21/12/2020, GPA no. 11132005347 dated 12/10/2020, and GPA no. 11132005344 dated 12/10/2020 registered in the office of the Sub-Registrar, Khandagiri, (hereinafter called thes “**VENDORS**” which expression shall mean and include their heirs, successors, assigns and representatives) of the ONE PART.

AND

(1), aged about ... years, S/O- Sri by profession-....., by caste -,Permanent resident of(hereinafter called the “**VENDEE**” which expression shall mean and include his heirs, successors, assigns and representatives) of the OTHER PART.

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Managing Director

WHEREAS the vendors are the absolute owners of the property situated at Mouza-Sundarpur, and the vendors are in peaceful physical possession over the said property without any dispute and free from all encumbrances.

AND WHEREAS the vendors through their GPA Holder have constructed a building (Apartment) in the name and style “SIDHIVINAYAK SOLARIS” Building Plan sanctioned and approved by the Bhubaneswar Development Authority, Bhubaneswar vide Letter No. **BNB/5071/2023** dated **07.02.2023**. and registered in ORERA vide **ORERA registration no.**

AND WHEREAS the vendors hereby declare that the said property is free from all encumbrances, litigations, disputes, attachments and charges etc. and the vendors are in peaceful possession over the same having all right, title and interest etc.

AND WHEREAS, the Vendee approached the Vendor to purchase a unit flat from the aforesaid project, the Vendor expressed his intention to convey and transfer the proportionate impartible, undivided share in the land in question with the building measuring below area as Flat No.....on floor, Block-....., Type and Cover Car Parking No.....

Carpet Area = Sqmt (.....sqft)

Parking Area= Sqmt (.....sqft)

in the said apartment project namely “SIDHIVINAYAK SOLARIS”. The purchaser has accepted the offer and has expressed 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 been 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:

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1. In consideration of an amount of Rs...../- (Rupees) only has been paid by the purchaser to the vendor, the receipt of which the vendor has acknowledged and hereby admits and the vendor hereby grants, transfers, conveys, assigns and assures unto the purchaser 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, easements, appendages and appurtenances attached thereto. Resultantly the purchaser shall enjoy and hold the said proportionate, impartible and undivided share in the land with the building absolutely and for ever and the vendor do hereby covenant that notwithstanding any act, deed or thing done by him, he has either clear marketable title with 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 vendor or any person claiming any title or amount to the interest of the vendor.

2. The vendor do hereby declared 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 vendor further states and declares 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 vendor or on account of any circumstances by which the title of the purchaser may be affected or impaired in any manner.

4. The vendor 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 vendor or any person claiming any title under the vendor.

5. That, the vendee is responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable to Revenue, Municipality, Urban, TPCODL, 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

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Managing Director

or demands by or from the vendor or any of his 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 "SIDHIVINAYAK SOLARIS", Which also includes STP, Electrical Substation, Water tanks, lifts, common passages, staircases, Central Garden, Sports facilities, etc. along with the other purchasers/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, TPDOCL, 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 affect 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 noise pollution.

12. That, after execution of this conveyance / sale deed, all obligation with respect to the said flat, and the said project stands fully complied / fulfilled / completed, including all the payments received against flat cost, covered car parking and other amenities.

13. That, Vendee is not liable for any claim whatsoever after execution of this conveyance / sale deed.

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14. That the vendee will compulsorily become a member of Apartment Owners Association / society, which will be formed by the Vendor, as per the mandates of Odisha Apartment Ownership Act, 1982 as well as the Rules to be framed there under & shall abide by the declaration signed and bound by The Odisha Apartment Ownership Act, 1982 & rules framed there in.

15. 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 PROPERTIES

Khata No.- 890/135, Plot No.- 2355/2982 Area- Ac0.097.5 Dec and 2357/2983, Area- Ac0.025 Dec, (Total One Khata and two Plots Total Area- Ac0.122 Dec) Mauza Sundarpur, Bhubaneswar. admeasuring Ac0.122.5 decimals.

Khata No.- 890/122, Plot No.- 2359, Mauza Sundarpur, Bhubaneswar. admeasuring Ac0.200 decimals.

Khata No.- 890/138, Plot No.- 2355/3263 Area- Ac0.097. Dec and 2357/2987, Area- Ac0.025 Dec, (Total One Khata and two Plots Total Area- Ac0.122 Dec) Mauza Sundarpur, Bhubaneswar. admeasuring Ac0.122.5 decimals.

Khata No.- 890/139, Plot No.- 2358/2988 Mauza Sundarpur, Bhubaneswar. admeasuring Ac0.46 decimals.

Khata No.- 890/137, Plot No.- 2358/2986, Mauza Sundarpur, Bhubaneswar. admeasuring Ac0.050 decimals.

Khata No.- 890/155, Plot No.- 2356/3055 (Measuring Ac0.045 Decimal), Plot No.- 2357/3004 (Measuring Ac0.008 Decimal), Plot No.- 2358/3003 (Measuring Ac0.021 Decimal) , Mauza Sundarpur, Bhubaneswar. Total 1 Khata and 3 Plots admeasuring Ac0.074 decimals.

Khata No.- 890/136, Plot No.- 2356/2985 (Measuring Ac0.059 Decimal), Plot No.- 2357/2984 (Measuring Ac0.010 Decimal), Mauza- Sundarpur, Bhubaneswar. Total 1 Khata and 2 Plots admeasuring Ac0.069 decimals.

Sidhivinayak Infrastructure & Developers (P) Ltd.


Managing Director

Khata No.- 890/156, Plot No.- 2357/3006 (Measuring Ac0.012 Decimal), Plot No.- 2358/3007 (Measuring Ac0.057 Decimal), Mauza Sundarpur, Bhubaneswar. Total 1 Khata and 2 Plots admeasuring Ac0.069 decimals.

Khata No.- 890/140, Plot No.- 2357/2990 (Measuring Ac0.020 Decimal), Plot No.- 2358/2989 (Measuring Ac0.026 Decimal), Mauza Sundarpur, Bhubaneswar. Total 1 Khata and 2 Plots admeasuring Ac0.046 decimals.

Khata No.- 890/109, Plot No.- 2356/2964 Mauza Sundarpur, Bhubaneswar admeasuring Ac0.046 decimals.

Khata No. 890/158, Plot No. 2356/3009, Mauza Sundarpur, Bhubaneswar. admeasuring Ac0.050 decimals

Total compact land having 11 khatas and 18 plots, Compact area of Ac0.895 Decimal, Mauza: Sundarpur.

LAND BOUNDED BY :-

East- Road

West- Plot No-970

North- Road

South- Road

The area of the flat transferred in favour of the purchaser including the undivided, impartible interest in the project land and facility thereof admeasuring Sqmt(.....sqft). carpet area assigned to the Flat No..... on floor, Block-, Type _____ BHK including one covered Car Parking Space of the apartment in the said project “SIDHIVINAYAK RESIDENCY”.

FLAT BOUNDED BY :-

North- South-

East- West-

COST OF FLAT Rs.....

CERTIFICATE

Sidhivinayak Infrastructure & Developers (P) Ltd.

Aditya Kumar Nayam
Managing Director

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.1965.

Further certified that the land in question is not a species of Endowment property within the meaning of Orissa Hindu Religious Endowment Act.1951.

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

WITNESSES:

1.

Sidhivinayak Infrastructure & Developers (P) Ltd.

2.

Aditya Kuma Nayon
Managing Director

VENDOR

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

Sidhivinayak Infrastructure & Developers (P) Ltd.

Aditya Kuma Nayon
Managing Director

VENDEE

VENDOR

Prepared by Advocate, Bhubaneswar