

SALE DEED

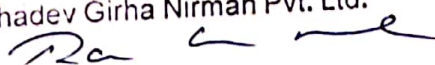
This Deed of Sale is made on this _____ day of _____, 2023.

NAME & ADDRESS OF THE VENDORS :

(1) **MAHADEV GRIHA NIRMAN PVT. LTD.** a private limited company incorporated under the Indian companies Act 1956, as per the certificate of incorporation issued by the registrar of companies, Odisha; having its registered office at Plot No.S1/111, Sector-A, Zone-A, Mancheswar Industrial Estates, Bhubaneswar, Dist.: Khurda (Odisha), PIN :- 751010, PAN :AAGCM8600H; represent through its Director, **RAVI KUMAR MODA**, aged about 34 years, son of Deepak Kumar Moda; Aadhar No. 9056 5936 7786, by Caste: Vaisya, by Profession: Business; Mob. : 9938188320; being the General power of attorney holder of for and on behalf of (2) **SAMBIT SAHU** aged about 54 years, son of Dr. Rabindra Nath Sahoo, Aadhar No. 2241 3905 6549, PAN : BEZPS3181L, presently resides At. : 407, Aspn Block, St. John Wood Apartment, "A" Block, Thavarekera, Koramangla, Bangalore-560034, By Caste :Teli, by Profession : Pvt. Service. Mob. 9980460666; appointed vide registered GPA Deed No.41832102884 dated 12/11/2021, executed before Sub Registrar Baranga; (Hereinafter referred to described as the vendor which expression, unless excluded by or repugnant to the subject or context shall mean and include his heirs, successors-in-interest, executors, administrators and assignees referred to as the party) of the FIRST PART.

AND

_____ aged about _____ years, son of _____
_____ having PAN-_____ & Aadhar _____
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No. _____; resident of _____; by Caste: _____, by Profession: _____; Mobile No. _____
(herein after described and referred to as the PURCHASER / VENDEE which expression shall mean and include his/her/their legal heirs, successors, executors, administrators and assignees of the party) of the SECOND PART.

Valuation : Rs. _____/- (Rupees _____) only.

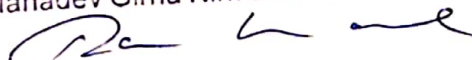
AND WHEREAS the vendor No.1 is a Company constituted, with the avowed aims and objectives of constructing multi storied buildings comprising of independent flats /Commercial Units with common facilities, amenities, conveniences and common area / utility area, housing colonies comprising of independent houses / cluster of buildings to cater to the needs and requirements of intending purchasers belonging to different strata of Society.

AND WHEREAS

The Vendor No- 2 **SAMBIT SAHU** he is the absolute owner of schedule land appertaining to Khata No.170/168, Plot No.455/796, Area : Ac.0.320 decimals and Plot No.458, Area : Ac.0.490 decimals as per Mutation ROR issued by Concerned Tahasildar vide Mutation Case No. 853/2007 and also converted the same from agricultural to homestead vide OLR 8(A) Case No.21/2009, which he had purchased from Radha Behera and Adikanda Behera son of Late Dhadi Behera vide RSD No. 1329 dated 16/03/2007 with due consent of other co-share holders and from Kalpataru Rout son of Late Krupasindhu Rout vide RSD No. 3470 dated 11/07/2007 with due consent of other co-share holders.

Appertaining to Khata No.170/156, Plot No.460, Area : Ac.0.820 decimals and Plot No.459, Area : Ac.0.740 decimals as per Mutation ROR issued by Concerned Tahasildar vide Mutation Case No. 852/2007 and also converted the same from agricultural to homestead vide OLR 8(A) Case No.20/2009, which he had

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purchased from Bhagyadhar Swain vide RSD No. 5789 dated 22/11/2006.

Appertaining to Khata No.170/214, Plot No.455/826, Area : Ac.0.110 decimals as per Mutation ROR issued by Concerned Tahasildar vide Mutation Case No. 150/2011 and also converted the same from agricultural to homestead vide OLR 8(A) Case No.843/2015, which he had purchased from Radha Behera son of Late Dhadi Behera vide RSD No. 6279 dated 25/11/2008 and from Bamadev Behera son of Late Parikhita Behera vide RSD No. 1088 dated 25/02/2009.

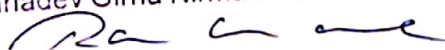
Appertaining to Khata No.170/215, Plot No.454, Area : Ac.0.320 decimals as per Mutation ROR issued by Concerned Tahasildar vide Mutation Case No. 151/2011 and also converted the same from agricultural to homestead vide OLR 8(A) Case No.110/2012, which he had purchased from Jyotsna Dei @ Jasoda Parida wife of Ganeswar Parida vide RSD No. 2347 dated 31/03/2010.

Since the date of purchase, the Vendor No.2 is in peaceful possession over his purchased area without any dispute and having every, right, title and interest thereover.

AND WHEREAS

The rightful land owner namely vendor No.2, had formulated a scheme for construction of a multi storied buildings over the scheduled land consisting of flats/units, with common facilities and amenities and all infrastructural facilities. The construction of a high rise building and marketability of the flats/units contained therein is a complex job requiring specialized skill experience and expertise. The land owner had given an offer to the vendor No.1 for construction of such multi storied building. The offer having been accepted by vendor No.1, the terms and conditions were crystallized in a comprehensive document styled as Collaboration Agreement dated 12/11/2021, vide document No.11832102883. It is relevant to

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state here that under the aforesaid documents, the land owner Vendor No.2 had explicit conferred and vested, absolute right on the vendor No.1, which deals in trade of real estate, to prepare the building plans in consonance with CDA. Planning and building standards Regulation, construct and execute the high rise building and deal with and transfer by way of absolute sale specific built up area/ready built flats/units in the complex with parking space.

AND WHEREAS

The vendor No.1 by virtue of the delegation of power made by vendor No.2 had taken all relevant steps, right from submission of building plans up till completion of the construction work of the complex in accordance with the approval order issued by the CDA. vide it's Letter No._____ dated _____ having utilized absolutely it's own financial resources. And the Vendor No.1 (developer) had obtained ORERA project Registration vide No. _____.

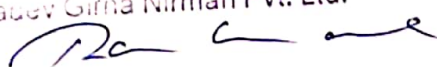
AND WHEREAS

As per the basis of arrangements, enumerated in detail above, Vendor No.1 had acquired absolute right, title, authority and has the competency to transfer by way of absolute sale specified number of flats/units in the complex. Thus vendor No.1 have been selling the ready built flats/units, which are also very much functional, pertaining to it's allocation, by way of registered sale deeds in favour of the alloties.

AND WHEREAS

The vendors had expressed their intention to transfer by way of absolute sale, a self contained ready built flats/units / floor space as more fully described and delineated in Schedule-B and more explicitly incorporated in the lay out plan attached to the sale deed together with proportionate impartibly undivided variable interest in the land which is set out in schedule-A. The purchaser / party of the second part have accepted the offer and have clearly expressed his / her / their desire to purchase and acquire a ready built flat/unit bearing Flat No/Commercial Unit No.____, in _____ floor measuring _____ Sq.ft. inclusive of proportionate impartible undivided interest Ac.0.____ dec. (i.e. _____ Sq.ft.) out of total extent Ac.2.800 dec. in

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the land for a total consideration of Rs._____/ - (Rupees _____) only.

AND WHEREAS

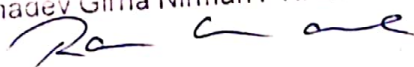
The purchaser had perused the title deeds, the agreements executed between vendors and the attorney holder the building plan approved by the Cuttack Municipal Corporation and all other relevant documents. The purchaser is fully satisfied that vendors are competent to transfer the proportionate impartible undivided interest in the land and present attorney holder has absolute saleable right to transfer and convey the ready built flat/unit as delineated in the schedule-B. Since the offer made by the vendors has crystallized into a concluded contract and the purchaser had paid the total consideration amount, this sale deed is being executed.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. In consideration of an amount of Rs._____/ - (Rupees _____) only which constitute the consideration amount for transferring and conveying the ready built flat/unit together with the proportionate impartible undivided interest in the land as well as other facilities / amenities provided in the complex, the total break up which has been delineated in the schedule.-"C" having been paid by the purchaser (party of the second part) to the Vendor No.1, in shape of Cheque/DD/RTGS, the receipt whereof the vendors doth hereby admit and acknowledge. The vendors hereby transfer, assign and assures unto and in favour of the purchaser the said ready built flat/unit as delineated in the schedule-B and indicated in the lay out drawing attached here to the sale deed, in the multi storied building complex having the name and style of "MAHADEV GREENS" which is completely functional in letter and spirit including all rights easements and benefits, facilities, amenities and conveniences provided in the complex "MAHADEV GREENS" for the beneficial use and enjoyment of the said ready

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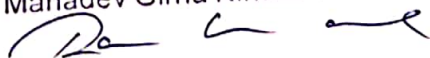


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built flat/unit as more fully described in the schedule-B transferred in favour of the purchaser by way of absolute sale together with the proportionate impartible undivided interest in the land as described in the schedule-A inclusive of common facilities and amenities.

2. The vendors further declare and covenant that the purchaser shall enjoy and hold the said ready built flat/unit described in the schedule-B together with the proportionate impartible undivided interest in the land, as set out in schedule-A and the right of use and enjoyment of the common areas, facilities, amenities and conveniences absolutely and for ever. The vendors unequivocally state that notwithstanding any Act, deed or things done, they have absolute right and saleable interest to grant and convey the ready built flat/unit and undivided interest in the land in favour of the purchaser. As a resultant consequence, the purchaser shall possess, use and enjoy the said ready built flat/unit inclusive of undivided interest in the land at all times hereafter peacefully and quietly as the absolute and indefeasible owner thereof, without any let, interruption whatsoever by the vendors or any person claiming any interest under the vendors.
3. The vendors state that they have absolute right, title and competency as well as saleable interest to grant, convey, transfer assign and assure the said ready built flat/unit in the complex "**MAHADEV GREENS**" together with undivided interest in the land as explicitly delineated in schedule-A and B in favour of the purchaser of the second part. The vendors further undertake that they shall at all times hereafter, at the cost and request of the purchaser, if so required shall execute or cause to be executed any further acts deeds, and assurances in favour of the purchaser for removing any deficiency and reassuring the title in respect

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of the ready built flat/unit hereunder transferred in favour of the purchaser together with the proportionate impartible undivided interest in the land, if the same is considered to be necessary or expedient. The vendors including their legal heirs, successors, successors in interest / assignees shall at all times, hereinafter indemnify or cause to be indemnified the purchaser against any loss, damage or liability which may be suffered by reason of any defect deficiency in the title of the vendors, in respect of the land or their competency to transfer and convey the ready built flat/unit transferred under the sale deed together with proportionate impartible undivided interest in the land.

4. Resultantly, the purchaser shall possess, hold and enjoy the ready built flat/unit together with the proportionate impartible undivided interest in the land hereunder absolutely free from any encumbrances, attachment. The vendors further unequivocally declare that property namely the proportionate impartible undivided interest in the land and the ready built flat/unit in the Complex "**MAHADEV GREENS**" conveyed 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 property is also not the subject matter of any land acquisition proceeding and no scheme has been formulated by government or even in contemplation by the Government or any other authority in respect of the property.
5. The purchaser shall have the right to exercise all acts of ownership and possession not only in respect of the proportionate impartible undivided share in the land hereby transferred which is a notional legal right but also ready built flat/unit, which remained unsold till date and conveyed under the sale deed evidently in consonance

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with the rules, regulations in force as well the bye-laws framed by the Co-owners of the ready built flats/units in the complex, "MAHADEV GREENS".

6. The vendors further covenant the purchaser shall have the right to use and enjoy the common areas and facilities including open space, passages stair, lifts and other amenities, in harmony with other purchaser of flat/unit in the complex "MAHADEV GREENS" and in consonance with the bye-laws, which may be framed by the society / association of the owners of the flats/units in the complex "MAHADEV GREENS".
7. The vendors further covenant that the purchaser is delivered possession of the ready built flats/units as more explicitly delineated in schedule-B today, the date of execution of the sale deed and the purchaser shall have absolute and unfettered right to use and enjoy the said ready built flats/units together with the benefits of common facilities as absolute and indefeasible owner thereof in his/her own right.
8. The transaction is an absolute sale and both the parties have fully understood the nature, content and purport of the transaction as well as the recitals spelt out in the covenants of the deed.

In witnesses where, the vendors here unto have set and subscribed their hands and seal on the date first above written in presence of the witnesses named below.

Witnesses:

1.

Mahadev Gita Nilman Pvt. Ltd.



Director

2.

SIGNATURE OF CONSTITUTED
GPA HOLDER FOR VENDOR No.2

SCHEDULE PROPERTY

"SCHEDULE-A"

District.: Cuttack, Tahasil- Baranga, PS : Cuttack Sadar No.16,
Mouza : Padmalava Nagar, Sthitibari;

Khata No.170/168, Plot No.455/796, Kissam : Gharabari,
Area : Ac.0.320 decimal (full plot) and Plot No.458, Kissam :
Gharabari, Area : Ac.0.280 decimal out of Ac.0.490 decimal
(After leaving road affected area Ac.0.210 decimal); which
corresponding to consolidation Khata No. 102.

Khata No.170/156, Plot No.460, Kissam : Gharabari, Area :
Ac.0.820 decimal (full plot) and Plot No.459, Kissam : Gharabari,
Area : Ac.0.740 decimal (full plot); which corresponding to
consolidation Khata No. 113.

Khata No.170/214, Plot No.455/826, Kissam : Gharabari,
Area : Ac.0.110 decimal (full plot); which corresponding to
Consolidation Khata No. 102.

Khata No.170/215, Plot No.454, Kissam : Gharabari, Area :
Ac.0.320 decimal (full plot); which corresponding to consolidation
Khata No. 132.

In total one Mouza, four Khatas, six plots,
admeasuring total Area: Ac.2.590 decimals.

BOUNDED BY:

NORTH :

SOUTH :

EAST :

WEST :

The interest transferred is propionate impartible undivided
Interest as enjoined in the Orissa Apartment Ownership Act and the
extent shall be Ac.0.____ decimals i.e.____ sq.ft. classification of
land Homestead. Rent Rs.10.00paise.

Maharaja Sarda Nirman Pvt. Ltd.



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"SCHEDULE-B"

Delineation of the built of space/flat/unit of Residential/Commercial

Residential Unit

Flat No : _____

Floor No. : _____

Type : _____ BHK

Carpet Area : _____ Sqmt _____ Sq.ft.

Total Cost : Rs. _____ (Rupees _____ only)

@Rs. _____ per sq.ft including one parking space.

Gst Amount Rs _____ @ _____ %

Grand Total Flat Cost Rs. _____

Commercial Unit

House/shop No: _____

Floor No:- _____

Dimension (L*B): _____

Carper Area : _____

Total Cost : Rs. _____ (Rupees _____ only)

@Rs. _____ per sqft

Gst Amount Rs _____ @ _____ %

Grand Total Unit Cost Rs. _____

All that ready built flats/Commercial units in the building complex having the name and style of "MAHADEV GREENS" which is functional in all respect and delineated and marked in the layout drawing is attached herewith to the sale deed.

SCHEDULE-C

Valuation of the land - Rs.

(undivided impartible share
in the land measuring

Ac.0. _____ dec.)

Valuation of the Flat/Commercial Unit - Rs.

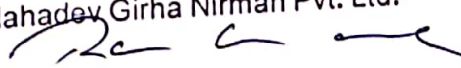
(measuring an area _____ Sq.ft.

With vitrified tile flooring)

Cost of E.I & PH

Mahadev Girha Nirman Pvt. Ltd.

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@ 40% of building cost - Rs.
GST Amount - Rs.
Total Cost of Flat/Commercial Unit -Rs.

CERTIFICATE

Certified that the Vendors and Vendee of the said property does not belong to Schedule Caste or Schedule Tribe Community.

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 processing undertaken under the Orissa 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 of Orissa Hindu religious endowment Act 1951 or not obtain from Bhudan.

Signature of
the GPA Holder

Signature of
the Vendee

for & on behalf of the Vendors

Signatures of the **WITNESSES** :

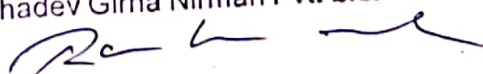
With full Address:

1.

2.

Mahadev Girha Nirman Pvt. Ltd.

Drafted & prepared by



Director

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