

SALE DEED FOR SALE OF FLAT

Executed at Bhubaneswar on this the ____ day of _____, 2021.

BY

- [1] **Ashiana Realty LLP**, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 3H, Plaza M6, District Centre Jasola, New Delhi - 110025 and local office at Ashiana Elegance, Nandan Vihar, Mouza Kalarahanga, Bhubaneswar, Dist. Khurda, Odisha - 751024, acting through its Authorized Signatory _____, duly authorized vide Board's Resolution dated 09/06/2021; hereinafter referred to as the DEVELOPER - VENDOR [which expression unless excluded by or repugnant to the context shall be deemed to mean and include its successors in interest, legal representatives, nominees, assignees, executors and administrators]. PAN: ABVFA2249R, LLPIN : AAN-2705 .

AND

- [2] (i) **JBS Infrastructures Private Limited**, PAN: AABCJ7658M, CIN - U70101OR2006PTC008950, a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Plot No 1127/2073-75, Govinda Prasad Jaydurga Nagar, Cuttack Road, Bomikhal, Bhubaneswar, Khordha, Odisha - 751006, having GPA Registration No. 11132106140, dated. 28.07.2021, acting through its Authorized Signatory _____ duly authorized vide Board's Resolution dated _____; hereinafter referred to as the CONFIRMING - VENDOR No. 1 and

(ii) **Mr. Rahul Mishra**, S/o. Sh Sudhansu Shekhar Mishra, Residnet of , Chhatmakhana, Balangir ,Odisha ,having PAN : ALCPM2524Q and Aadhar No. 6764 5622 000 & having GPA Registration No. 41132110619, dated 17.11.2021, hereinafter referred to as CONFIRMING - VENDOR No. 2 and both CONFIRMING - VENDOR No 1 & 2 hereinafter collectively referred to as CONFIRMING - VENDOR [which expression unless excluded by or repugnant to the context shall be deemed to mean and include their respective successors in interest, legal representatives, nominees, assignees, executors and administrators],

And all the vendors collectively referred to hereafter as VENDORS.

IN FAVOUR OF

Sh./Smt _____, aged _____ about _____ years,
S/o./W/o _____ by Occupation: _____, PAN : _____,
Aadhar No. _____ having Permanent Address _____
and Sh./Smt _____, aged about _____ years S/o./W/o _____ by occupation _____ PAN : _____,
Aadhar No. _____ having Permanent Address: _____, hereinafter referred to as the "VENDEE" (which expression unless excluded by or repugnant to the context shall mean and include his / her heirs, successors, assigns, nominees, legal representatives, executors and administrators).

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Dr. Arun Kumar Mishra

Authorized Signatory

PROPERTY SOLD:

- [01] Flat bearing No. _____ in _____ floor in Tower No. _____, having Carpet Area of _____ Sq. Ft. (_____ Sq. Mtr.) as defined under RERA and in ANNEXURE-2 annexed herewith) in the real estate project named "**ASHIANA ELEGANCE**" with _____ No. Covered Reserved Car Parking Space in Stilt / Ground Floor along with corresponding proportionate undivided share/right in the Common Areas and Facilities including proportionate undivided and impartible share/ right and interest in the PROJECT LAND (Ac.2.95) [hereinafter referred to as the SAID FLAT and described in **Schedule -C**] constructed and developed jointly by the DEVELOPER-VENDOR and the CONFIRMING-VENDOR, in accordance with building-plan approved by the Bhubaneswar Municipal Corporation [BMC], communicated vide Letter No. ANB/4873/2022, dated 6-10-2022 and also approved vide ORERA Registration No _____ dated _____ by the ORERA, Bhubaneswar.

[Details of the PROJECT LAND given in **SCHEDULE-A** and herein-below.]

SCHEDULE OF PROJECT LAND

(Under District Sub-Registrar, Bhubaneswar)

- Plot No. 300/6796, Khata No. 725/5699, Area Ac.1.95 & Plot No. 300/6395, Khata No. 725/5698, Area : Ac.1.00, (Total Project Plot Area : A.2.95) Mouza- Kalarahanga, Tahasil- Bhubaneswar, District – Khurda, out of which sold Area : _____ Acres (i.e. Sq Ft) being the undivided proportionate impartible share in Total Project Land, together with frames structure _____ BHK residential space measuring _____ Sqft of Carpet Area with _____ Flooring bearing Flat No. _____ on _____ Floor including one Parking space within the residential apartment named & styled as "Ashiana Elegance"
- [02] Valuation of the property for calculation of payment of stamp duty and registration charge is detailed in **ANNEXURE- 1**.
- [03] Definition of Carpet Area (as defined under RERA), and details of Common Areas, Facilities and Amenities for the SAID FLAT in the residential portion of the project given in **ANNEXURE-2**.
- [04] Floor Plan and Block Plan delineating the SAID FLAT is annexed as **ANNEXURE-3A** and **3B** respectively.
- A. WHEREAS, construction of a Real Estate Group Housing Project titled "**Ashiana Elegance**" consisting of 5 towers of residential Flats (designated as T1, T2, T3, T4 & T5) constructed and developed on private land with occupancy (gharbari) status in total measuring Ac.2.95 decimals, in Nandan Vihar, Mouza Kalarahanga, Bhubaneswar, District Khurda, Odisha – 751024, [referred to as **PROJECT LAND**] owned by CONFIRMING-VENDOR is taken up jointly by the DEVELOPER-VENDOR and the CONFIRMING-VENDOR in terms of a Collaboration Agreement dated _____ and General Power of Attorney dated _____ between them, in terms of which the CONFIRMING-VENDOR provided the PROJECT LAND and the DEVELOPER-VENDOR developed and constructed the multi-storied buildings on the PROJECT LAND, at its own costs, expenses and resources.
- B. WHEREAS, the DEVELOPER-VENDOR and the CONFIRMING-VENDOR got the building-plans prepared for a Group Housing Project on the PROJECT LAND and the plan was approved/ sanctioned by the Bhubaneswar Municipal Corporation. The Project is also registered under ORERA vide ORERA Registration No _____ dated _____
- C. WHEREAS, the DEVELOPER-VENDOR together with the CONFIRMING-VENDOR have entered

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Prafulla Kaya Upadhyay
Authorized Signatory

into a Agreement for Sale dated _____ with the VENDEE for selling the said residential Unit/ Flat specified hereinabove;

- D. AND WHEREAS, the VENDEE has already paid sale consideration for the said flat and the DEVELOPER-VENDOR has already received the same from the VENDEE, in different installments.
- E. WHEREAS, the DEVELOPER-VENDOR and CONFIRMING-VENDOR are absolutely seized and possessed of and/or sufficiently entitled to deal with and transfer/convey the flats constructed on the PROJECT LAND; AND WHEREAS, no one besides all the VENDORS, has any right, title or share in the PROJECT LAND and the constructions made thereon with marketable right, title and power to convey, transfer, alienate and sell the same.
- F. WHEREAS, the DEVELOPER-VENDOR and CONFIRMING-VENDOR have represented to the VENDEE that the PROJECT LAND is classified in the corresponding Records of Rights [RoR] as "homestead/ Gharbari" with occupancy status and they have clear and transferable right and entitlement in respect of the PROJECT LAND and the Units / Flats constructed thereon by them and accordingly are entitled to sell / transfer the said Units / Flats in the Project.
- G. WHEREAS, the DEVELOPER-VENDOR and CONFIRMING-VENDOR have further represented to the VENDEE that the construction of the Tower in which said Unit is situated has now been completed and Occupancy Certificate has been granted for the same by BMC vide OC No. _____ dated _____ in terms of the aforesaid BDA (Planning and Building Standards) Regulations, 2018.

Various facilities such as entry gates, guard rooms, internal roads/ driveways, drainage & sewage lines, STP, water supply lines and pumps, pump rooms, fire fighting equipments and systems, ESS including transformers, VCBs, panels etc., DG sets, vigilance systems etc, have been planned and provided in the Project. The Common Areas and limited Common Areas in the basement, stilt below Podium and in open including car parking spaces, the Club with swimming pool, are meant for exclusive use of Flat Owners.

- H. WHEREAS, the VENDORS and the VENDEE understand that construction, ownership and possession of the SAID FLAT which is being sold to the VENDEE along with the proportionate undivided share/ right and interest in the Common Areas and Facilities and the PROJECT LAND vide this sale deed are subject to the Odisha Development Authority Act, the BDA (Planning and Building Standards) Regulations, 2018 RERA, and any other laws, rules and regulations as may be applicable to the said Flat and are subject further to the easements / rights created in favour of other flat owners therein by acquiescence. Buyers of other flats therein are equally entitled to own their respective Flats with corresponding undivided share/right and interest in the Common Areas and Facilities in the Project and the Project Land. Enjoyment of the common areas and facilities therein by the VENDEE and owners of other flats is subject to timely payment of the maintenance charges.
- I. WHEREAS, the VENDORS and the VENDEE further understand that due to the applicable provisions of law, it is not permissible to ask for physical partition of the PROJECT LAND and common areas and facilities in respect of the VENDEE'S undivided share in it or to physically partition or divide the SAID FLAT or to make any kind of alteration deviating from the plan approved by the BDA or to damage/ change the existing position of the dividing walls between the SAID FLAT and adjoining Flats or to change the general appearance common to all the flats, that the VENDEE is compulsorily required to be a member of the Apartment Owners' Association, that the bye-laws of the Association shall be binding on the VENDEE and that he/she is bound by the decision of the Apartment Owners' Association in regard to maintenance of the Apartment, the Buildings and the

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Dr. Anurag Kumar Mishra
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Said Complex, disposal of garbage and enjoyment of common areas and facilities and in regard to solution of any difference or dispute or conflict in respect of use and enjoyment of the SAID FLAT and the common space, facilities and amenities, with other Flat-Owners or even with the Association itself; WHEREAS, the VENDEE accepts and admits its duty to abide by the bye-laws of the Apartment Owners' Association and also the conditions and restrictions set forth in this sale deed and any applicable laws, rules & regulations. AND WHEREAS, the VENDEE understands and accepts that in the event of his failure to comply the above mentioned requirements or violation of any requirement by him, he would expose himself to action by the Apartment Owners' Association as deemed proper and any other action as is permissible under the law by Apartment Owners' Association.

- J. WHEREAS, the Parties hereto are now desirous of execution and registration of this sale deed by the DEVELOPER-VENDOR and the CONFIRMING-VENDOR conveying the SAID FLAT along with ____ No. reserved Car Parking Space (as more fully described in **SCHEDULE C**) and corresponding proportionate undivided share/right in the Common Areas and Facilities in the Project including the PROJECT LAND to the VENDEE, with full knowledge, and acceptance of and subject to the aforesaid clauses and their implications.
- K. WHEREAS the Occupancy Certificate (OC) No. _____ of _____ have also issued by the competent authority i.e. Bhubaneswar Municipal Corporation) w.r.t subject property in accordance to the ODA Act 1982 read with Rule 2020 (Copy of the occupancy certificate attached)

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:

1. That in consideration of the amount of **Rs.** _____/- (Rupees _____ only) (as more fully described in **SCHEDULE-D** given hereunder) which has been paid by the VENDEE and received by the DEVELOPER-VENDOR before execution of this sale deed, and in consideration of the undertaking of the VENDEE to pay such further amount levied by the government as taxes, charges, cesses etc. , as he/she/they may be at any time hereto after become liable to pay in terms of this Sale Deed, and also subject to the terms and conditions contained in the Agreement for Sale, dated _____ referred to hereinabove, which may or may have not been specifically incorporated herein, the VENDORS do hereby execute this sale deed in favour of the VENDEE and convey, transfer, assign and assure unto the VENDEE the SAID FLAT (as more fully described in **SCHEDULE-C** given hereunder and delineated on plan marked ANNEXURE-3) by way of sale together with undivided and impartible proportionate share in the Common Areas and Facilities of the Said Building and the said Complex including the undivided and impartible proportionate share in the PROJECT LAND along with all rights, title, interest, privileges, appurtenance and easements whatsoever necessary for the enjoyment of the SAID FLAT together with the right of use of Common Areas and facilities earmarked for common use for all occupants within the said Building and said Complex and exclusive right of use of ____ (____) number Reserved Car Parking Space earmarked and designated for the SAID FLAT in the Said Complex "as Limited Common Area".
- 2.1 The Said Flat hereby sold, conveyed and assured under this Deed is free from all encumbrances or charges (except those created on request of the VENDEE to obtain housing loan for purchase of the Said Flat, if any), transfers, easements, liens, attachments of any nature whatsoever and the Vendors have unencumbered, good, subsisting and transferable ownership rights in the same.
- 2.2 That the DEVELOPER-VENDOR and the CONFIRMING-VENDOR have handed over actual vacant and peaceful physical possession on date _____ of the said Flat to the VENDEE before

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Prof. K. K. K. K. K.
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execution of this sale deed and the VENDEE hereby confirms to have taken over possession of the SAID FLAT from the DEVELOPER-VENDOR and the CONFIRMING-VENDOR. That prior to taking over possession of the said Flat, the VENDEE has satisfied himself about the quality of work, items of work, materials and specifications, and extent of construction and design of the Said Flat and said Project/ Complex.

- 2.3 That it shall be lawful for the VENDEE for all times hereafter to enter into and upon the SAID FLAT and hold and enjoy the same and every part thereof with every right whatsoever without any interruption, disturbance, claim or demand from the VENDORS or by any person claiming under the VENDORS, but subject to the conditions, stipulations and restrictions contained in this sale deed. If any such person claiming under the VENDORS in any manner adversely claims any interest created in his favour in the SAID FLAT or any part thereof by the VENDORS, the VENDORS shall indemnify the VENDEE against any such claims.
3. That the VENDEE gets exclusive possession of the Carpet area of the Said Flat. The VENDEE shall also have undivided and impartible proportionate share in the common areas and facilities within the Said Building and said Complex. The VENDEE shall be entitled to corresponding proportionate undivided and impartible share in the Project Land. The VENDEE shall only be entitled for its allotted area including proportionate undivided and impartible share/ right and interest in the PROJECT LAND. The proportionate undivided and impartible share/ right and interest in the PROJECT LAND shall always remain undivided and impartible and unidentified. The VENDEE shall be obliged to use the common areas and facilities within the Complex harmoniously with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. [The Common areas, facilities and amenities are more fully described in ANNEXURE-2 given below.]The said reserved car parking space allotted to the VENDEE and all other parking spaces specifically earmarked/ allotted to other flats, are part of Limited Common Areas of the Said Project.. The general common areas and facilities earmarked for common use of all occupants in the said Project shall not include the allotted/ earmarked reserved car parking spaces as well as the un-allotted covered/ open parking spaces reserved for allotment to other buyers.
- 4.1 That except for the rights attached with Said Flat conveyed herein including the proportionate undivided share & interest in the Project Land alongwith all common easementary rights attached therewith, including undivided right of use of all common areas and facilities and of ingress and egress over common areas within the Said Complex, it is made clear by the VENDORS that except for aforesaid all remaining rights and interest in all balance un-allotted / unsold areas in the Buildings in the Said Complex, corresponding limited common areas including open and covered car parking spaces in open and basements (except those which are specifically allotted) shall continue to remain with the DEVELOPER-VENDOR and CONFIRMING-VENDOR who shall always be deemed to be in possession of the same and the DEVELOPER-VENDOR and CONFIRMING- VENDOR shall have the sole right and absolute authority to deal with such areas and spaces, by way of allotment, sale, transfer, lease or any other mode, which the DEVELOPER-VENDOR and CONFIRMING-VENDOR may deem fit in its/ their sole discretion. That, except for the rights attached with the said Flat of the VENDEE including the proportionate undivided share & interest in the Project Land as stated in earlier clauses, all other rights including right to continue with construction in the Project as per sanctioned/ approved/ revised plans, would remain with the DEVELOPER-VENDOR and CONFIRMING- VENDOR who would have full authority and power to use and/or permit use of the same in any manner whatsoever.
- 4.2 The vendor's further covenants that the vendee is hereby delivered the peaceful physical possession on dated _____ of the proportionate undivided impartible share in the land and

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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)

5. That the reserved car-parking space hereby allocated to the VENDEE by allotment letter in the _____ is for his/her exclusive use and is only a right of use which is integral with the Flat and is treated as the appurtenant of the Flat and the same shall not have any independent legal existence separate from the said Flat. Whenever, the Said Flat is transferred in any manner, the same shall be inclusive of the transfer of the right to use the designated reserved car parking space simultaneously and the VENDEE is not entitled to park his/her vehicle(s) or even cycles anywhere else in the said complex. It is specifically made clear that the areas reserved for services, maintenance, staff etc. shall not be used for parking any kind of vehicles or even cycles. The said reserved car parking space is part of Limited Common Area and does not constitute part of the Common Areas and Facilities in the PROJECT. The VENDEE shall not cover or construct any structure in, around, above or below or encroach upon the covered/open parking space specifically earmarked for the use of the Said Flat.
6. The VENDEE has already paid the sale consideration, as stated hereinabove, and all other dues/charges, which were payable at the time of possession of the said Flat in terms of Agreement for Sale dated _____ referred herein-above. However, in case the Government or any Local Authority or Department imposes /increases any tax such as GST etc, development charges for the provision of peripheral and/or external services, property tax, house tax, water tax, sewer tax, rates, charges, fees, cesses, levies, metro cess etc. on the Project Land and/or construction thereon in future, retrospectively or prospectively, it would be the liability of the VENDEE to pay the same proportionately to the competent Authority and in case demand of any such tax, rates, charges, fee, cess, levy, etc. is/are paid by the DEVELOPER-VENDOR and/or the CONFIRMING-VENDOR, the proportionate amount thereof will be payable and be paid/reimbursed by the VENDEE to the said VENDORS.
7. That the VENDEE shall not use the said Flat, so as to cause any blockage or hindrance or nuisance of any nature whatsoever, to any of the flat owners/occupiers/Society in the Said Complex, common passages, terraces or common areas and facilities of the Building. The VENDEE shall not keep or store any chemical, combustible or hazardous goods in the said Flat. The VENDEE shall not do or permit anything to be done in or about the said Flat which may tend to cause damage to any flooring or ceiling or any Flat over, below or adjacent to the SAID FLAT or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use. and shall always keep the Apartment Owners Association indemnified against any penal action, damages, claims or losses due to any act of omission or commission..
8. That the VENDEE or Occupier of the said Flat shall not put up any name or signboards, neon lights, publicity or any kind of advertisement material, hoarding, etc. on the external facade of the building or anywhere on its exterior or the common areas or passages in the Buildings / Project.
- 9.1 That the VENDEE shall not at any time make any structural changes or demolish or cause to be demolished the said Flat or any part thereof, more particularly the columns/ pillars/ beams/ floor & roof, nor will he at any time make or cause to be made any additions or alterations of whatever nature to the said Flat or any part thereof without previous written consent of the Apartment Owners' Association / Society and the Authority, as this may endanger the structural safety of the said Building. The Allottee shall also not make any punctures in walls or ceilings for fixing any electrical or plumbing fixture or for any wall hangings etc. or any additions or alterations or install/ erect any

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partitions, interiors, false ceilings etc. in the Apartment without obtaining prior written approvals from the Apartment Owners' Association / Society and all necessary permissions from Competent Authorities. This condition for obtaining necessary approvals and permissions is important and essential in the interest of structural safety and security of the Apartment/ Building. Failure to obtain such written consent and/or to comply with any conditions imposed, shall render the VENDEE liable for legal actions and consequences thereof. In case aforesaid work is done by the Allottee without obtaining written approvals and permissions then the defect liability period shall cease and expire. The VENDEE shall not remove any common walls of the said Flat including the peripheral walls or any load bearing walls and the partition walls/structures common between the VENDEE and the adjacent Flat holders.

The VENDEE is also not permitted for closing any verandah, terrace, lounge, balcony, common corridor, flower pot keeper/any other thing creating hindrance, even if particular to the floor occupied by the same party or his/her Flat. In the event of any violation on the above account, the Apartment Owners' Association shall be entitled to remove the offending structure/nuisance at the cost of the VENDEE and claim all costs on this account from the VENDEE.

- 9.2 The Allottee shall take care, in particular, to protect other parts of the building and to prevent any seepage, leakage, flooding or damage to any other part of the building excluding structural defects. In case of any seepage affecting the apartment below or adjoining, the allottee shall take all necessary measures required to be taken including breakage of Allottee's floor/ wall/ ceiling for the seepage at his own cost or permit the same to be done by affected Flat Owner Apartment Owner's Association.
10. That the VENDEE shall compulsorily be a member of the Apartment Owners' Association, as per the requirement of the Odisha Apartment Ownership Act, RERA and/or any other act and Rules framed there-under and shall pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Apartment Owner's Association. The VENDEE agrees and undertakes to sign the Application form and all other papers, undertakings etc required for enrolling the VENDEE as member of the Apartment Owner's Association.
11. 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.
12. That the vendee / purchaser, 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 and 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 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 and rules framed there under shall be binding on the vendee
13. That all the obligations arising under this sale deed in respect of the SAID FLAT shall equally be applicable and enforceable against the VENDEE, occupier, tenants/ licensee and subsequent purchasers of the said Flat, as the said obligations go with the SAID FLAT for all intents and purposes and the VENDEE shall take sufficient steps to ensure performance in this regards. Whenever the right, title and interest of the VENDEE in the Said Flat is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sale deed and the Complex Maintenance & Management Agreement of the Said Complex referred to elsewhere in this Sale Deed and shall be liable and answerable in all respects therefore in so far as

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Pooja K. Singh
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the same may be applicable to the Said Flat.

14. That all recitals in this Sale Deed along with the Schedules & Annexures hereto shall form part and parcel of this instrument and shall be binding on the parties hereto. If any provision in this sale deed shall be found to be void or unenforceable under any applicable law, such provision shall be deemed to have been deleted in so far as it is inconsistent with the purpose of this sale deed and to the extent necessary to conform to the applicable laws; and the remaining provisions of this sale deed shall remain valid and enforceable.
15. That the registration expenses such as cost of the stamp duty, execution, registration and legal charges for the same have been paid by the VENDEE.

IN WITNESS WHEREOF THE DEVELOPER-VENDOR, CONFIRMING-VENDOR AND THE VENDEE SIGN IN AND EXECUTE THIS SALE DEED ON THE DATE AND AT THE PLACE FIRST MENTIONED ABOVE.

Witnesses:

1.

(DEVELOPER-VENDOR)

2.

(CONFIRMING-VENDOR)

(VENDEE)

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Pooja Kanya Kishore
Authorized Signatory

SCHEDULE-A

[PROJECT LAND, IN TOTAL MEASURING AC.2.95 DECIMALS]

All in Mauza: Kalarahanga , Nandan Vihar, Bhubaneswar, District Khurda, Odisha – 751024

{Ref: Para-[01], under "PROPERTY SOLD"}

Sl.	Owner	Plot no.	Khata No.	Area in Sq. M	Area in Acre	Kisama	Mauza
1	JBS Infrastructures Pvt Ltd	300/6796	725/5699	7891.37	1.95	Gharabari	Kalarahanga
2	Rahul Mishra	300/6395	725/5698	4046.86	1.00	Gharabari	Kalarahanga
				11938.23	2.95		

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Pratulla Kumar Mishra
Authorized Signatory

SCHEDULE – B

[FLOW OF TITLE]

[Ref: Para-H]

Flow of Title to Ac. 2.95 decimals of land purchased by the CONFIRMING-VENDOR

The Scheduled Land/ Project Land described in Schedule A above was purchased by the CONFIRMING VENDOR from rightful owners having possession and through mutation all those lands are now recorded in their favour and RoR issued by the Tehsil.

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Dra. Fatima Khatun
Authorized Signatory

SCHEDULE – C

[Description of the SAID FLAT]

[Ref: Para-1.1]

Flat bearing No. _____ in _____ Floor in Tower No. _____, having Carpet Area _____ Sq. Ft. (_____ Sq. Mtr.) and in the Group Housing project named "**ASHIANA ELEGANCE**" with ____ (____) No. Covered Reserved Car Parking Space in Stilt/Ground Floor, allotted by separate allotment letter in the Basement/ Stilt below Podium/ Open along with corresponding proportionate undivided share/right in the Common Areas and Facilities including proportionate undivided and impartible share/ right and interest in the PROJECT LAND situated on Nandan Vihar, Mauza : Kalarahanga, Bhubaneswar, District Khurda, Odisha – 751024.

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Dr. Jyoti K. Singh
Authorized Signatory

CONSIDERATION

- (Rupees)

Davidella Kenya Michael
Authorized Signatory

ANNEXURE – 1

PAYMENT OF STAMP DUTY & REGISTRATION CHARGE

{Ref: Para-[02], under "PROPERTY SOLD"}

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Pratima Kanya Mishra
Authorized Signatory

ANNEXURE-2

[Common areas, facilities and amenities]

{Ref: Para-[03], under "PROPERTY SOLD"}

Definition of Carpet Area of Flat :

Carpet Area of the unit is as defined under RERA which is "the net usable floor area of Unit excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit".

PART-A:

List of Common Facilities (Costs of which are included in the Carpet Area Cost) within the Building in which the said Flat is situated and outside the Building in the Project.

1. Entrance Hall/ Lobby at Stilt/Ground Floor.
2. Staircases and munties.
3. Lifts lobbies and Common passages/ corridors including lighting and fire fighting equipments.
4. Lifts/ lift shafts.
5. Lift machine rooms.
6. Overhead Water tanks.
7. Electrical/ Plumbing/ Fire shafts and service ledges.
8. Security/ Fire control room / Gate / Guard Room.
9. Maintenance office/ service Areas.
10. Rest rooms and Toilets for domestic maintenance and security staff.
11. Complex Club with swimming pool
12. D.G. area with DG Sets.
13. Underground Domestic & fire water tanks, pump room and pumps, filtration plant.
14. Electric sub-station, transformer yard, VCB panel room, HT meter room with transformers, VCBs etc .
15. Electrical Panel rooms and panels
16. Vigilance systems, if any
17. Sewage Treatment Plant.

The aforesaid Common Areas and Facilities may be located within the buildings or in open areas outside the buildings or in the basement or any other suitable location in the Complex.

PART-B:

List of Common Facilities in the Complex for use of all flat allottees in the Complex

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Dr. Jitendra Kumar Singh
Authorized Signatory

1. Lawns, green areas, landscaped areas, water bodies, play areas, sports facilities etc.
2. Roads & Driveways on the ground and in the basements,

PART-C: Limited Common Area

Reserved Car Parking Space(s) within the Project individually and specifically allotted to allottees of designated flats in the Project with right of exclusive use by specified Flat as Limited Common Area and is excluded from the computation of Area of Flat:

1. Covered car parking spaces in Stilt /Ground Floor.
2. Open Car Parking spaces in open areas outside the building(s).

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Praful Singh
Authorized Signatory

ANNEXURE-3A

{Ref: Para-[04], under "PROPERTY SOLD"}

Floor Plan delineating the SAID FLAT

[Tower Plan showing the Floor Plan of the SAID FLAT]

Tower No. _____, _____ Floor, Flat No. _____

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Prafulla Kumar Sharma

Authorized Signatory

ANNEXURE-3 B

{Ref: Para-[04], under "PROPERTY SOLD"}

Site/Block / Tower Plan

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Pratibha K. K. K.
Authorized Signatory

FORM – B

DECLARATION

[Land / Property where there is Structure / House]

We the Executant (s) and Claimant(s) do hereby declare that there is structure or house on schedule property transacted in this document.

Signatures of Vendors

Signature of Vendee

Details of Structure / Houses

Signature of Vendor

Signature of Vendee

Ashiana Realty LLP

Pratibha Rega

Authorized Signatory

CERTIFICATE

Certified that the VENDORS and the VENDEE do not belong to scheduled caste or scheduled tribe and the restrictions spelt out of the Orissa Land Reforms Act or the Regulations (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.1965.

Further certified that the land in question is not a piece of Endowment property within the meaning of Orissa Hindu Religious and Charitable Endowments Act.

Witnesses:

1.

(DEVELOPER-VENDOR)

2.

(CONFIRMING-VENDOR)

(VENDEE)

Certified that this document is drafted and typed under my instruction as per documents supplied by the Executant. The sale deed is read and understood by both the VENDORS and VENDEE and on admitting the contents to be true and correct, they put their thumb impressions and signatures in presence of witnesses.

Advocate
Bhubaneswar

Prepared By : _____

Checked By : _____

Audited By : _____

Ashiana Realty LLP

Prafulla Kishor Mishra
Authorized Signatory