

SALE – DEED

THIS INDENTURE OF SALE execute on this day of,2023, (Two thousand Twenty-Three)

BY

1. **M/S. DHARMA INFRAPROJECTS PVT. LTD.** a company Act, 1956, bearing CIN – U70101OR2010PTC012601 having its registered office at office no-5,2nd floor Block-2, BMC Bhawani Mall,Saheed nagar ,Bhubaneswar,Dist- Khurdha (Odisha), having PAN-AADCD9223C, Represented by its Managing Director Jagat kumar kar, aged about 45 years, S/O. Sri Achyuta kumar kar, by caste- Brahmin, by profession – Business, as power of Attorney Holder FOR AND ON BEHALF OF **1) RABINDRANATH SENAPATI**, aged about 66 years, Aadhaar No.- 5037 5258 3206, **2) SURENDRANATH SENAPATI**, aged about 63 years, Aadhaar No. 6052 8548 6876, **3) BASANTA KUMARI SENAPATI**, aged about 74 years,Aadhaar No.- 3879 1391 9321, **4) JAYASHREE SENAPATI/SAHOO**, aged about 59 years, Aadhaar No.- 7778 6533 1023 , **5) RAJASHREE SENAPATI**, aged about 56 years, Aadhaar No.- 3146 1394 7451 all are Sons and Daughters of Late SUDARSHAN SENAPATI **6) BILASINI PATRA** , aged about 58 years, W/o- Late Debendranath Senapati (S/o- Late Sudarshan Senapati), Aadhaar No.- 2706 2282 7410, all are by Caste: Patara, by Profession: Business and Housewife respectively, Residing At: Baselisahi, Odia Matha, P.S: Puri Town, P.O/Dist: Puri, Pin-752001, Odisha, Mob.- 9437031726 Vide Regd. G.P.A. I.D. No. 1482201885 and Document No. 41482201912, dated 23/03/2022 are registered in the

Dharma Infraprojects Pvt. Ltd

Jagat Kumar Kar
Managing Director

04/05/22



office of Sub-Registrar, puri (here-in-after called and referred as "VENDOR" which expression shall unless excluded by or repugnant to the subject or context shall mean and include his 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. _____, P.O. _____, Dist. _____, having PAN - _____ (here-in-after called as "PURCHASER" which expression shall mean and include his/her legal heirs, successors, executors, administrators and assigns) of the OTHER PART.

VALUATION : Rs. _____ / (Rupees _____) only

AND WHEREAS, the vendor has been paying land revenue (rent) to the Govt. of Odisha through the Tahasildar, Bhubaneswar and obtained receipts thereof.

AND WHEREAS, the vendor has formulated a scheme/ project for construction of Residential Apartment Building over the entire land comprising of independent flats and units, to be sold to prospective purchaser (s) of which the party (ies) in pursuit of the aforesaid objective, the vendor has constructed the apartment through the promoter M/s. Dharma Infraprojects Pvt. Ltd., as per the agreement dated _____, in the name and style of "DHARMA SUDARSHAN" as per the Building Plan sanctioned and approved by the Puri Konark Development Authority, Puri, vide Approval Letter No. B-I-40/2022, dated 05.04.2023, Occupancy certificate No- _____, Dated-_____ and project registered with ORERA vide registration No- _____ dated _____.

AND WHEREAS, for legal necessity and for business, the vendor has expressed his intention to convey and transfer the proportionate impartible undivided share in the land in question with the building measuring _____ Sqft of built-up area and having carpet area measuring _____ Sqft assigned as Flat No. _____ on floor, Type- _____ of the said apartment namely "DHARMA SUDARSHAN". The purchaser has accepted the offer and has evinced his/her willingness to purchase and acquire such proportionate impartible undividable 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.

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[Signature]
Managing Director 04/05/23

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In consideration of an amount of Rs. _____/- (Rupees _____) only has been paid by the purchaser to the vendor, the receipt of which the vendors have 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 forever and the vendor do hereby covenant that notwithstanding any act, deed or thing done by him, he has a clear and marketable title over the land in question to grant and convey the proportionate interest in the land in favor 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 further state that he shall at all times here-after at the request and cost of the purchaser 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 scheduled set out below in favor of the purchaser and the vendor, his heirs, successors shall at all times here-after indemnify and keep indemnified the purchaser against any loss, damage etc., if any, suffered by the purchaser by reason of any defect or deficiency in title of the vendor or any breach of the declaration here-in-obtained.
2. The vendor do hereby declares 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 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 state 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

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Pragati V. V.
Managing Director 04/05/23



- 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 authority levied in respect of the property mentioned in the schedule below.
 6. That the vendee shall peacefully and equitable 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 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 "DHARMA SUDARSHAN" like overhead tank, lift, common passage, staircase, etc. along with 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, TPCODL, Revenue Departments, etc, and all other records and pay the taxes, rents & charges in his/her name and obtained receipts thereof.
 10. That the vendee shall not have any right to make any structural change/alternation 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 outer elevation & 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 or explosives, hazardous goods and if it is found so, the other flat owners and associations/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 the vendee as well as the 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.

Dharma Infraprojects Pvt. Ltd

Pragati Mishra
Managing Director 04/05/23

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

Dist- Puri, P.S:- Puri town, No- 03 ,Tahasil – puri, No- 643 Mouza – Puri Sahara, Unit No- 03,Mangalaghata,Status-Stitiban

1. Khata no- 379, Plot No. 79 ,Area Ac 0.211 decimals Kisam: Ghara Bari.
2. Khata no- 379, Plot No. 80 ,Area Ac 0.010 decimals Kisam: Ghara Bari.
3. Khata no- 379, Plot No. 81 ,Area Ac 0.575 decimals Kisam: Ghara Bari.
4. Khata no- 379, Plot No. 82 ,Area Ac 0.178 decimals Kisam: Ghara Jalasaya.

Total One Mouza, One Khata, Four Plots, Total Area Ac 0. 974 decimals.

LAND BOUNDED BY: -

West –

East - Revenue Plot No.-.....

North - Revenue Plot No.-.....

South - Revenue Plot No.-.....

The area transferred in favour of the purchaser being the undivided impartible interest measuring Ac.0.0.decimals out of Ac.O..... decimals out of Ac.....decimals with the building thereon measuring Sqft of built-up area and having carpet area measuring. ...Sqft assigned as Flat No..... on floor, Type on Stilt floor of the apartment named and styled as "DHARMA SUDARSHAN".

FLAT BOUNDED BY: -

North –

South –

Dharma Infraprojects Pvt. Ltd

Dayan
Managing Director 04/05/23

East -

West

COST OF FLAT: -

- | | |
|--|---------------|
| 1. Land Cost (for AC.0.0....dec.) | Rs./- |
| 2. Residential Flat in Apartment Building measuring Sqft of built-up area with vitrified tiles flooring valued at | |
| 3. Internal Electricity and PHD fittings Valued at | Rs.../- |
| 4. External PH works | Rs......./- |
| 5. Other expenses 12% | Rs......./- |
| Total | = Rs......./- |

CERTIFICATE

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 Witnesses.

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

WITNESSES: -

1.

2.

Dharma Infraprojects Pvt. Ltd

Jayant Kumar
Managing Director

04/05/23

VENDOR



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

Dharma Infraprojects Pvt. Ltd

Sayak K. V.
Managing Director 04/05/23
VENDOR

VENDEE

Prepared by me.

