

SALE-DEED

THIS INDENTURE OF SALE executed on this ____ day of _____, 2019 (Two thousand nineteen).

BY

M/S. ODISHA UDYOG INFRAPROJECTS, having its office at Plot No.N3/448, I.R.C. Village, P.S. – Nayapalli, Bhubaneswar, District – Khurda (Odisha), having PAN – AAEFO0893K, represented by its Managing Partner SRI SIDHARTHA SEKHAR MOHAPATRA, aged about 33 years, S/o. Sri Umesh Chandra Mohapatra, by caste – Brahmin, by profession – Business, Mobile No.9437384889 as Power of Attorney Holder FOR AND ON BEHALF OF (1) BIJAYALAXMI ROUSTRAY, aged about 73 years, W/o. Late Budhi Rout, (2) DULAV KUMAR ROUSTRAY, aged about 51 years, S/o. Late Budhi Rout, (3) ULLASH ROUSTRAY, aged about 36 years, S/o. Late Budhi Rout, (4) PRABINA PRADHAN, aged about 46 years, D/o. Late Budhi Rout, (5) PRATIMA ROUSTRAY, aged about 43 years, D/o. Late Budhi Rout, (6) BEBINA JENA, aged about 35 years, D/o. Late Budhi Rout, (7) PRAMILA ROUSTRAY, aged about 45 years, W/o. Late Ballav Kumar Roustray and daughter-in-law of Late Budhi Roustray, (8) SASMITA PRADHAN, aged about 31 years,

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D/o. Late Ballav Kumar Routray and Grand daughter of Late Budhi Rout, (9) RASMITA ROUSTRAY, aged about 27 years, D/o. Late Ballav Kumar Routray and grand daughter of Late Budhi Rout, (10) BIBHU PRASAD ROUSTRAY, aged about 22 years, S/o. Late Ballav Kumar Routray and grand son of Budhi Rout, (11) KALPANA ROUSTRAY, aged about 26 years, D/o. Late Ballav Kumar Routray and grand daughter of Budhi Rout, (12) ASHAMANI ROUSTRAY, aged about 83 years, W/o. Siddha Rout, (13) MINAKSHI PRADHAN, aged about 45 years, D/o. Late Sidha Rout, (14) SHIBABRAT ROUT @ ROUSTRAY, aged about 25 years, adopted son of Late Sidha Rout, all are by caste – Khandayat, resident of At. – Ranasinghpur, P.O. – Sarakantara, P.S. – Tamando, District – Khurda (Odisha), vide Regd. G.P.A. I.D. No.1131407843 and Document No.41131407238, dated 05.12.2014 registered in the office of Sub-Registrar, Khandagiri, Bhubaneswar (here-in-after called and referred as “VENDORS” which expression shall unless excluded by or repugnant to the subject or context shall mean and include their 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....., P.S., District -, having PAN - Contact No -(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.

WHEREAS, the property mentioned in the schedule below, stands recorded in the name of Budhi Rout (husband of vendor No.1, father of vendor No.2 to 6, father-in-law of vendor No.7 and grand father of vendor No.8 to 11) and Sidha alias Sidheswar Rout (husband of vendor No.12 and father of vendor No.13 & 14) jointly as per

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Record of Rights finally published in the year 1979 consolidation operation and after their death, the vendors being the legal heirs and successors to them, they are in peaceful joint possession over the same as absolute owners without any dispute.

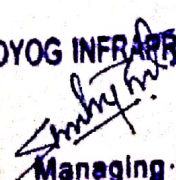
AND WHEREAS, the vendors have gifted an extent of land measuring Ac.0.179 decimals out of Ac.0.935 decimals, in favour of B.D.A., Bhubaneswar for road purpose vide Regd. Gift Deed I.D. No.1131705068 and Document No.11131704374, dated 28.06.2017 registered in the office of Sub-Registrar, Khandagiri, Bhubaneswar.

AND WHEREAS, the vendors have got the balance area Ac.0.756 decimals converted from agricultural status to residential (homestead) status vide O.L.R. U/s. 8 (A) Case No.1665/15 and the said property recorded in same Khata No.147 and corrected to New Plot No.133/1259, area Ac.0.756 decimals, full plot.

AND WHEREAS, the vendors have formulated a scheme/project for construction of 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 vendors have constructed the apartment through the builder M/s. Odisha Udyog Infraprojects, as per Development Agreement dated 05.12.2014, in the name and style of "9 GRAND AVENUE" as per Building Plan sanctioned and approved by the Bhubaneswar Development Authority vide Letter No.32003/BDA, Bhubaneswar, dated 06.12.2018 in File No.MBP4B-017/16.

AND WHEREAS, for legal necessity and for business, the vendors have expressed their intention to convey and transfer the proportionate impartible undivided share in the land in question with the building measuring Sqft. carpet area assigned as Flat No..... on floor, Block-....., Type - including one Car Parking Space in the basement of the said apartment namely "9 GRAND AVENUE". The purchaser has accepted the offer and has evinced 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

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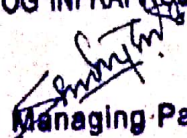

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.....) only. Consequently, a concluded contract had culminated by and between the parties and the various terms and conditions pertaining to the sale transaction had been mutually agreed upon and settled by and between the parties.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. In consideration of an amount of Rs...../- (Rupees) only has been paid by the purchaser to the vendors, the receipt of which the vendors have acknowledged and hereby admits and the vendors 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 vendors do hereby covenant that not withstanding 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 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 vendors. The vendors further state that they 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 schedule set out below in favour of the purchaser and the vendors, their 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

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reason of any defect or deficiency in title of the vendors or any breach of the declaration here-in-obtained.

2. The vendors do hereby declare 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 vendors further state and declare that they 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 vendors or on account of any circumstances by which the title of the purchaser may be affected or impaired in any manner.

4. The vendors 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 vendors.

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

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from the vendors or any of their 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 "9 GRAND AVENUE" like overhead tank, lift, common passage, staircase, 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, GRIDCO, 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 effect 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.

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12. 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.

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

District – Khurda, P.S. – Bhubaneswar, Hal P.S. – Khandagiri, P.S. No.7, Tahasil – Bhubaneswar, under the Jurisdiction of Sub-Registrar, Khandagiri, Bhubaneswar. Mouza – RANASINGHPUR, Khata No.147 (one hundred forty seven), Sthitiban, Plot No.133/1259 (one hundred thirty three / one thousand two hundred fifty nine), Kisam – Gharabari, area Ac.0.756 (seven hundred fifty six) decimals, full plot. Rent Rs.400.00 paisa.

LAND BOUNDED BY :-

North -

South -

East -

West -

The area transferred in favour of the purchaser being the undivided impartible interest measuring Ac.0.0..... decimals out of Ac.0.756 decimals with the building thereon measuring Sqft. super built up area assigned as Flat No..... on floor, Block-....., Type – 2BHK+1Study including one Car Parking Space on

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Basement of the apartment named and styled as "9 GRAND AVENUE".

FLAT BOUNDED BY :-

North -

South -

East -

West -

COST OF FLAT

1. Land Cost (for Ac.0.0.... dec.)	Rs.....
2. Framed structure residential building Measuring Sqft. carpet area with vitrified Tiles flooring valued at	Rs...../-
3. Electricity and PHD fittings Valued at	Rs...../-
Total	Rs...../-

CERTIFICATE

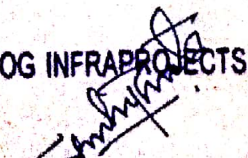
Certified that the land in question is not within the purview of consolidation proceeding under Orissa Consolidation of Holdings and Prevention of Fragmentation of Land Act.1972.

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 Endowment Act.1951 .

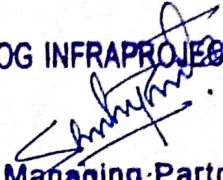
IN WITNESS WHEREOF the vendors signed this the day, month and year first above, mentioned, in presence of following witnesses.

For ODISHA UDYOG INFRAPROJECTS


Managing Partner

Date: 8/8/20

For ODISHA UDYOG INFRAPROJECTS


Managing Partner

WITNESSES :

1.

VENDORS

(We, the vendors and
vendee do not belong to
scheduled caste or
scheduled tribe community)

2.

VENDEE

Prepared by me.

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