

SALE – DEED

THIS INDENTURE OF SALE executed on this ____ day of _____, 2021 (Two Thousand Twenty One) Bhubaneswar.

B Y

M/S OU INFRAPROJECTS PRIVATE LIMITED ,consequent upon name change in the Register of Companies Orissa, Cuttack with effect from 13th July 2021 (FORMERLY KNOWN AND NAMED AS M/S MJ ACCRETION PRIVATE LIMITED) a Private Limited Company ,duly incorporated and registered under the provisions of the Companies Act,1956 and now deemed to be registered under the provisions of the Companies Act,2013 and having its Registered Office at Gandhi Nagar, P.O./Town/Dist- Rayagada, Odisha- 765001 represented by its Director & authorized signatory Mr. Sidharth Sekhar Mohapatra, aged about 35 years, S/o-Mr. Umesh Chandra Mohapatra , resident of Flat No- A-404,Sakun Palace, Lane – 5, Near Biju Pattnaik College, Jaydev Vihar, P.O-Regional Research Laboratory ,Bhubaneswar,Dist.- Khurda, authorized vide Board Resolution dated -09/10/2020, and subsequently ratified on 04/10/2021, consequent upon name change hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).(CIN: U45202OR1998PTC005518, DIN.No-03617754, PAN-AAGCS4688H, AadharNo. - 714817387241, Mph No- 9437384889)(here-in-after called and referred as “VENDOR” which expression shall unless excluded by or repugnant to the subject or

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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 "VENDEE" which expression shall mean and include his/her legal heirs, successors, executors, administrators and assigns) of the OTHER PART.

VALUATION; Rs..... /- (Rupees) only.

WHERE AS (1) Mr. PRATAP CHANDRA ROUT, aged about 51 years, S/o. Late Bhagirathi Rout, by caste –Khandayat permanent residence of Raghunathpur, P.S. – Nandankanan, District – Khurda is the recorded tenant of (a) Khata No. - 517, Plot No. - 1480, Area.- (Ac.1.560 dec.), Khata No. - 513, Plot No. - 2051, Area.-(Ac.0.190 dec.), Khata No. - 513, Plot No. - 1478, Area.-(Ac.0.070 dec). Khata No. - 513, Plot No. - 1479, Area.-(Ac.0.240 dec), Khata No. - 513, Plot No. - 2044, Area.-(Ac.0.145 dec) and Khata No. – 729/1852, Plot No. – 2054/2537/3659/4247, Area.-(Ac.0.020 dec) totaling to Ac2.225 decimal in Mouza – Raghunathpur, Tahasil – Bhubaneswar, P.S. – New Capital, P.S. No-14, Hal P.S. – Nandankanan, D.S.R- Khurda at Bhubaneswar District – Khurda having Satwa-Stitiban, Kisama – Gharabari, have entered in to a Notarized Development Agreement dated 9/7/2013 and also registered G.P.A. bearing Document No.41081310880, dated 15/7/2013 in favour of M/S MJ ACCRETION PRIVATE LIMITED.

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WHERE AS (2) Mr. BHOLI ROUT, aged about 64 years and Mr. SUKANTA KUMAR ROUT ,aged about 56 years both are S/o. Late Achyut Rout, by caste –Khandayat permanent residence of Raghunathpur, P.S. – Nandankanan, District – Khurda is the recorded tenant of (b) Khata No. - 517, Plot No. - 1508, Area.- (Ac.0.119 dec.) in Mouza – Raghunathpur, Tahasil – Bhubaneswar, P.S. – New Capital, P.S. No-14, Hal P.S. – Nandankanan, D.S.R- Khurda at Bhubaneswar District – Khurda having Satwa-Stitiban, Kisama – Gharabari, have entered in to a Notarized Development Agreement dated 9/7/2013 and also registered G.P.A. bearing Document No.41081310883 dated 15/7/2013 and another Notarized Development Agreement dated 24/2/2014 and registered G.P.A. bearing Document No.41081402201 dated 26/2/2014 for (c) Khata No. – 729/3767, Plot No. - 1508, Area.- (Ac.0.140 dec.) in Mouza – Raghunathpur, Tahasil – Bhubaneswar, P.S. – New Capital, P.S. No-14, Hal P.S. – Nandankanan, D.S.R- Khurda at Bhubaneswar District – Khurda having Satwa-Stitiban, Kisama – Gharabari both in favour of M/S MJ ACCRETION PRIVATE LIMITED.

WHERE AS (3) Mr. BABAJI ROUT, aged about 66 years, S/o. Late Govinda Rout, by caste –Khandayat permanent residence of Raghunathpur, P.S. – Nandankanan, District – Khurda is the recorded tenant of (d) Khata No. - 517, Plot No. - 1508, Area.- (Ac.0.057 dec.) in Mouza – Raghunathpur, Tahasil – Bhubaneswar, P.S. – New Capital, P.S. No-14, Hal P.S. – Nandankanan, D.S.R- Khurda at Bhubaneswar District – Khurda having Satwa-Stitiban, Kisama – Gharabari, have entered in to a Notarized Development Agreement dated 9/7/2013 and also registered G.P.A. bearing Document No.41081310884, dated 15/7/2013 in favour of M/S MJ ACCRETION PRIVATE LIMITED.

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WHERE AS (4) Mr. JAGANNATH ROUT, aged about 45 years, S/o. Late Dibakar Rout, by caste –Khandayat permanent residence of Raghunathpur, P.S. – Nandankanan, District – Khurda is the recorded tenant of (e) Khata No. – 729/3668, Plot No. - 1514, Area.- (Ac.0.050 dec.) in Mouza – Raghunathpur, Tahasil – Bhubaneswar, P.S. – New Capital, P.S. No-14, Hal P.S. – Nandankanan, D.S.R- Khurda at Bhubaneswar District – Khurda having Satwa-Stitiban, Kisama – Gharabari, have entered in to a Notarized Development Agreement dated 24/2/2014 and also registered G.P.A. bearing Document No.41081402202 dated 26/2/2014 in favour of M/S MJ ACCRETION PRIVATE LIMITED.

WHERE AS (5) Mr. DILIP KUMAR BISWAL, aged about 52 years, S/o. Rahasbihari Biswal, residence of Plot No- C/4,B.J.B.Nagar ,Bhubaneswar Raghunathpur, District – Khurda is the recorded tenant of (f) Khata No. – 729/1771, Plot No. – 1514/2788, Area.- (Ac.0.050 dec.), (g) Khata No. – 729/1728, Plot No. – 1511/4133, Area.- (Ac.0.090 dec.), (h) Khata No. – 729/1728, Plot No. – 1513, Area.- (Ac.0.060 dec.) in Mouza – Raghunathpur, Tahasil – Bhubaneswar, P.S. – New Capital, P.S. No-14, Hal P.S. – Nandankanan, D.S.R- Khurda at Bhubaneswar District – Khurda having Satwa-Stitiban, Kisama – Gharabari, have entered in to a Notarized Development Agreement dated 24/2/2014 and also registered G.P.A. bearing Document No.41081402203 dated 26/2/2014 in favour of M/S MJ ACCRETION PRIVATE LIMITED and also for (i) Khata No. – 729/1727, Plot No. – 1512/4132, Area.- (Ac.0.085 dec.) In Mouza – Raghunathpur, Tahasil – Bhubaneswar, P.S. – New Capital, P.S. No-14, Hal P.S. – Nandankanan, D.S.R- Khurda at Bhubaneswar District – Khurda having Satwa-Stitiban, Kisama – Gharabari have entered in to a Notarized Development Agreement dated 2/7/2021 and also registered G.P.A. bearing

Document No.-110812107463 dated 6/7/2021 in favour of M/S MJ ACCRETION PRIVATE LIMITED.

WHERE AS (6) Mr. BIJOY ROUT, aged about 46 years and Mr. AKHAYA ROUT ,aged about 43 years both are S/o. Late Charana Rout, by caste –Khandayat permanent residence of Raghunathpur, P.S. – Nandankanan, District – Khurda is the recorded tenant of (j) Khata No. – 729/623, Plot No. – 1480/3127, Area.-(Ac.0.344 dec. out of total Ac0.400 dec), (k) Khata No. – 729/623, Plot No. – 1480/3128, Area.-(Ac.0.010 dec. out of total Ac 0.140 dec), (l) Khata No. – 729/1054, Plot No. – 1508/3530, Area.-(Ac.0.062 dec.) and (j) Khata No. – 729/47, Plot No. – 2054/2537, Area.-(Ac.0.010 dec.) all in Mouza – Raghunathpur, Tahasil – Bhubaneswar, P.S. – New Capital, P.S. No-14, Hal P.S. – Nandankanan, D.S.R- Khurda at Bhubaneswar District – Khurda having Satwa-Stitiban, Kisama – Gharabari, have entered in to a Notarized Development Agreement dated 9/7/2013 and also registered G.P.A. bearing Document No.41081310887 dated 15/7/2013 in favour of M/S MJ ACCRETION PRIVATE LIMITED.

WHERE AS (7) Mrs.BASANTI ROUT, aged about 64 years, W/o. Prafulla Rout, by caste –Khandayat permanent residence of Raghunathpur, P.S. – Nandankanan, District – Khurda is the recorded tenant of (k) Khata No. – 729/3669, Plot No. – 1508/5097, Area.-(Ac.0.062 dec.) in Mouza – Raghunathpur, Tahasil – Bhubaneswar, P.S. – New Capital, P.S. No-14, Hal P.S. – Nandankanan, D.S.R- Khurda at Bhubaneswar District – Khurda having Satwa-Stitiban, Kisama – Gharabari, have entered in to a Notarized Development Agreement dated 14/10/2020 and also registered G.P.A. bearing Document No.11082008010 dated 15/10/2020 in favour of M/S MJ ACCRETION PRIVATE LIMITED.

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WHERE AS, the vendors have formulated a scheme for construction of residential apartment building over the entire land comprising of independent flats and units, to be sold to prospective vendee (s) of which the party (ies) in pursuit of the aforesaid objective, the vendors have constructed the apartment through the promoter M/S OU INFRAPROJECTS PRIVATE LIMITED (FORMERLY KNOWN AND NAMED AS M/S MJ ACCRETION PRIVATE LIMITED) in the name and style of "9 BOULEVARD" in accordance with building plan sanctioned and approved by the Bhubaneswar Development Authority vide Letter No.13671/BDA, Bhubaneswar, dated 12/8/2020 in File No.- BP1B-1136/13 and further has got the project registered with the Odisha Real Estate Regulatory Authority, Bhubaneswar vide Project Registration No.- _____ dated _____ in accordance with the RERA Act ,2016 and rules made there under.

WHERE AS, occupancy certificate has been obtained from the Bhubaneswar Development Authority, Bhubneswar vide its letter no- -----dated ----- in file no- -----.

WHERE AS, No objection certificate has been obtained from the Central Ground Water Authority (CGWA) vide NOC No-CGWA/NOC/INF/ORIG/2021/12247 dated 8/7/2021 and submitted a copy thereof to the Odisha Real Estate Regulatory Authority ,Bhubaneswar in accordance with the RERA Act ,2016 and rules there under.

WHERE AS, No objection certificate has been obtained from the Airports Authority of India (AAI) vide NOC ID No-BHUB/EAST/B/042121/541736 dated 29/4/2021 and submitted a copy thereof to the Odisha Real Estate Regulatory Authority

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,Bhubaneswar in accordance with the RERA Act ,2016 and rules there under.

WHERE AS all the above mentioned documents/approval/permission/certificate which were previously obtained/done/executed and registered in favour of M/S MJ ACCRETION PRIVATE LIMITED (the previous name of the company) shall always be treated to be obtained/done/executed and registered in the new name of the company, M/S OU INFRAPROJECTS PRIVATE LIMITED FOR all purpose.

WHEREAS, for legal necessity and for business, the vendors have expressed their intention to convey and transfer the proportionate impartible undivided share in the lands in the schedule below along with the flat and ----- one free parking space in the basement/stilt floor/open parking measuring Sq.ft. in the said apartment named and styled as "9 BOULEVARD"as detailed below.

Tower No-

Flat No-

Type- BHK

Floor No-

Carpet Area- Square feet

Parking No-

The vendee 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) 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:

01. In consideration of an amount of Rs..... /- (Rupees) only has been paid by the vendee 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 vendee 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 vendee 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 them, they have a clear and marketable title over the land in question to grant and convey the proportionate interest in the land in favour of the vendee, 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 vendee 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 vendee and the vendors, their successors shall at all times here-after

indemnify and keep indemnified the vendee against any loss, damage etc., if any, suffered by the vendee by reason of any defect or deficiency in title of the vendors or any breach of the declaration here-in-obtained.

02. The vendors do hereby declare that the property as detailed in the schedule below 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.
03. The vendors further state and declare that they shall at all times here-after indemnify the vendee against any claim or demand in respect of the undivided proportionate interest in the land and flat 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 vendee 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 vendee may be affected or impaired in any manner.
04. The vendor's further covenants that the vendee is hereby delivered possession of the proportionate undivided impartible share in the land and flat 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.

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05. That, the vendee is responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable to Government and other authorities levied in respect of the property/flat mentioned in the schedule below.
06. 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 from the vendors or any of their heirs, successors, assigns and representatives or any other person .
07. That the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment namely “9 BOULEVARD” along with the other vendees/flat owners of the said apartment.
08. 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.
09. 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 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.
12. 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. – New Capital, No-14, Hal P.S. – Nandankanan, Tahasil – Bhubaneswar, Mouza – Raghunathpur Sub-Registrar- Khandagiri, Bhubaneswar.

- (1) Khata No. - 517, Plot No. - 1480, Area.-(Ac.1.560 dec.), Khata No. - 513, Plot No. - 2051, Area.-(Ac.0.190 dec.), Khata No. - 513, Plot No. - 1478, Area.-(Ac.0.070 dec). Khata No. - 513, Plot No. - 1479, Area.-(Ac.0.240 dec), Khata No. - 513, Plot No. - 2044, Area.-(Ac.0.145 dec) and Khata No. – 729/1852, Plot No. – 2054/2537/3659/4247, Area.-(Ac.0.020 dec) totaling to Ac2.225 decimal (2) Khata No-517 ,Plot No-1508 ,Area- 0.119 decimal,(3) Khata No-729/3767 ,Plot No-1511 ,Area- 0.140 decimal, (4) Khata No-517 ,Plot No-1508 ,Area- 0.057 decimal,(5) Khata No-729/3668, ,Plot No-1514 ,Area- 0.050 decimal and (6) (a) Khata No-729/1771 ,Plot No- 1514/2788 ,Area- 0.050 decimal,(b) Khata No-729/1728,

Plot No-1511/4133 ,Area- 0.090 decimal (c) Khata No-729/1727 ,Plot No-1513 ,Area- 0.060 decimal ,Khata No-729/1727,Plot No- 1512/4132,area –Ac 0.085 decimal (7) (a) Khata No-729/623 ,Plot No-1480/3127 ,Area- 0.344 ,(b) Khata No-729/623 ,Plot No-1480/3128 ,Area- 0.010,(c) Khata No-729/1054 ,Plot No-1508/3530 ,Area- 0.062 ,(d) Khata No-729/47 ,Plot No-2054/2537 ,Area- 0.010 decimal and (8) Khata No-729/3669 ,Plot no-1508/5097 ,Area- Ac 0.062 decimal all are in Mouza- Raghunathpur, Tahasil-Bhubaneswar, Dist.- Khurda having total land area of Ac 3.364 decimal.

The area transferred in favour of the vendee being the undivided impartibly interest measuring Ac.0.0..... Decimals out of Ac.3.364 decimals with the flat and -----one free parking space in the basement /stilt floor /open parking of the said apartment named and styled as “9 BOULEVARD” as detailed here below

Tower No :
Flat No :
Type :BHK
Floor No :
Carpet Area :Square feet.
Parking No :

FLAT BOUNDED BY: -

North -
South -
East -
West –

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COST OF FLAT

1. Land Cost (for Ac.0.0.... dec.)	Rs...../-
2. Framed structure residential building Measuring Sq.ft. (Carpet Area) With----- Flooring valued @Rs.....per Sq.ft.	Rs...../-
3. Electricity and PHD fittings Valued at	Rs...../-
	<hr/>
	Total Rs...../-

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DECLARATION

We declare 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 declare 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 and the land in question is not a species of Endowment property within the meaning of Orissa Hindu Religious Endowment Act.1951.

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

I, the Vendee do hereby declare that I have reasonably enquired and verified the documents relating to the right, title and interest of the Vendor and have purchased the property on payment of full consideration.

We, the Vendor and the Vendee hereby declare that we, being read out the contents of the sale deed and being explained, have satisfied as about the correctness of the recitals of the same as true and correct, do hereby execute the Sale Deed with our clear volition without any duress, inducement, allurement or any kind of promise or extraneous influence on either or both part to sell and purchase the property.

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

WITNESSES:

01.

VENDOR

02.

VENDEE

MS OU INFRAPROJECTS PRIVATE LIMITED


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CERTIFICATE

I certified that the vendor and vendee are my clients and as per their instruction I prepared this sale deed. I have read over and explained them all the facts in vernacular language understood by them and after fully understanding same, they put their signatures on the respective column.

Prepared by me.

Advocate, Bhubaneswar.

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