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INDIA NON JUDICIAL

Government of Odisha

e-Stamp

सत्यमेव जयते

Certificate No.	:	**IN-OD03496691924066U**
Certificate Issued Date	:	23-Mar-2022 12:49 PM
Account Reference	:	SHCIL (FI)/ odshcil01/ PURI/ OD-PRI
Unique Doc. Reference	:	SUBIN-ODODSHCIL0104732896444215U
Purchased by	:	DHARMA INFRA PROJECT PVT LTD DIR JAGAT KUMAR KAR
Description of Document	:	Article IA-5(2) Agreement
Property Description	:	MZ-MANGALAGHAT,KH-379,PL-81 AND OTHERS,TOTAL AREA AC0.974 DEC
Consideration Price (Rs.)	:	2,94,63,500 (Two Crore Ninety Four Lakh Sixty Three Thousand Five Hundred only)
First Party	:	RABINDRANATH SENAPATI AND OTHERS
Second Party	:	DHARMA INFRA PROJECT PVT LTD DIR JAGAT KUMAR KAR
Stamp Duty Paid By	:	DHARMA INFRA PROJECT PVT LTD DIR JAGAT KUMAR KAR
Stamp Duty Amount(Rs.)	:	5,89,270 (Five Lakh Eighty Nine Thousand Two Hundred And Seventy only)

Admissible under rule 25: duly
Stamped under the Indian Stamp Act
1699 (Orissa Amendment Act, 2008)
Schedule 1-A No. 5(C)
Exempted from/does not require
Stamp Duty.

23/3/22

Registering Officer, Puri

----------Please write or type below this line----------

Jagat Ku. Kar

e-Registration SCANNED Puri

PU 0000443353

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1 A No. 5© Fees Paid : A(10)-589270 ,L4-50, User Charges-865 ,Total 590185

Date: 23/03/2022

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar **District Sub-Registrar PURI** between the hours of 10:00 AM and 1:30 PM on the **23/03/2022** by **RABINDRANATHA SENAPATI** , son/daughter/wife of **LATE SUDARSANA SENAPATI** , of **AT-BASELI SAHI,ODIAMATHA ,PS-PURI TOWN,PURI** , by caste **General** , profession **Cultivation** and finger prints affixed.

SIGNATURE OF PURCHASER

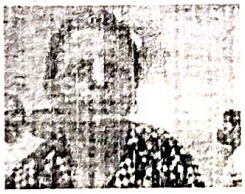
Stock Holding Corporation 23/03/22

Signature of Presenter / Date: 23/03/2022

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
RABINDRANATHA SENAPATI		 315223726		23-Mar-2022
SURENDRANATHA SENAPATI		 315223727		23-Mar-2022
BASANTA KUMARI SENAPATI		 315223728		23-Mar-2022
JAYASHREE SENAPATI ALIAS SAHOO		 315223729		23-Mar-2022
RAJASHREE SENAPATI		 315223730		23-Mar-2022

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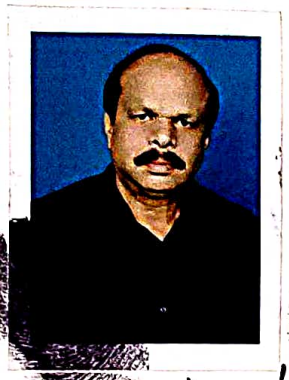
₹ 5,89,270/-



Rajashree Senapati

Rabindra Nath Senapati Surendra Nath Senapati Basanta Kumari Senapati

A 10(i) - 5,89,270
L(4) - 50
A19 - 545
₹ 5,89,865/-

Admissible under rule 25: duly Stamped under the Indian Stamp Act 1899 (Orissa Amendment Act, 2008) Schedule 1-A No. 5(C) / Exempted from/does not require Stamp Duty.

28/3/22

Registering Officer, Puri

Govt. Value = ₹ 2,94,63,500/-

AGREEMENT

THIS AGREEMENT is made this 23rd **day** of March 2022. (Two Thousand Twenty Two) at Puri.

BETWEEN

1) RABINDRANATH SENAPATI, aged about 65 years, Aadhaar No.- 5037 5258 3206, **2) SURENDRANATH SENAPATI,** aged about 61 years, Aadhaar No.- 6052 8548 6876, **3) BASANTA KUMARI SENAPATI,** aged about 72 years, Aadhaar No.- 3879 1391 9321, **4) JAYASHREE SENAPATI/SAHOO,** aged about 58 years, Aadhaar No.- 7778 6533 1023, **5) RAJASHREE SENAPATI,** aged about 55 years, Aadhaar No.- 3146 1394 7451, all are Sons

Managing Director
Dharma Infraprojects Pvt. Ltd.

Rabindra Nath Senapati
Surendra Nath Senapati

Basanta Kumari Senapati

Jayashree Sahoo
Rajashree Senapati

Bilasini Patra

W. Banabasa Banal

W. Dilip Dehera

THE SEAL OF THE DISTRICT SUB-REGISTRAR
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and Daughters of Late SUDARSHAN SENAPATI, **6) BILASINI PATRA** , aged about 56 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,(hereinafter referred to as **"THE LAND OWNERS/FIRST PARTIES")** Which expression unless excluded by or repugnant to the subject of context shall deem to mean and include their legal heirs, representatives, administrators, executors and assigns of the **FIRST PARTY.**

AND

DHARMA INFRAPROJECTS PVT. LTD., having its office At: Office No.5, 2nd Floor, Block-2, BMC Bhabani Mall, P.O/P.S: Saheed Nagar, Bhubaneswar-751007, Dist.: Khurda, Odisha. represented through its **Managing Director** **JAGAT KUMAR KAR,** aged about 43 years, S/o: Achyuta Kumar Kar, by Caste: Brahmin, by Profession: Business, Aadhaar No- 3001 1441 2744, PAN-AKGPK1219F, Mob.9337119834 (hereinafter referred to as **"THE DEVELOPER")** which expression unless by or repugnant to the subject or context shall deem to mean and include his legal heirs, representatives, administrators, executors and assigns of the **SECOND PARTY.**

Managing Director
Dharma Infraprojects Pvt. Ltd.

Rabindra Nath Senapati
Surendra nath Senapati

Basanta Kumari Senapati

Jayashree Sahoo
Rajashree Senapati
Bilasini Patra

W. Banabasa Barat

W. Dilip Sahoo

THE SEAL OF THE DISTRICT SUB-REGISTRAR
ଜିଲ୍ଲା ରେଜିଷ୍ଟ୍ରିକରଣ ଅଫିସର
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WHEREAS, the schedule property situated in **Mouza: Puri Sahar Unit No.3 Mangalaghat, Khata No.379, Plot No. 81, Kisam: Bagayat Two, Area Ac0.575decs., Plot No.79, Kisam: Patita, Area Ac0.211decs., Plot No. 82, Kisam: Jalasaya One, Area Ac0.178 decs.** and **Plot No. 80, Kisam: Gharabari Two, Area Ac0.010decs. Total One mouza, One Khata, 4 (Four) Plots** and **Total Area Ac0.974 decs.** which is more fully described in the schedule below stands recorded in the name of the above said First Parties and they have the absolute ownership and in peaceful possession over the said property without any dispute having marketable right, title, interest and paid the rent up-to-date.

AND WHERE AS, the party of the 1st part is also very much inclined to develop its portion of land measuring an extent of **Ac0.974 decs.** but since construction of high rise building always requires special skills and expertise, thus an offer was given by the Party of the Second Part i.e. the developer/builder for construction of multistoried building who is having an experience in construction and execution of multi-storied/high rise buildings. The Party of the First Part has also accepted the offer and allowed the Party of the Second Part to construct and execute their proposed multi-storied buildings, single units, commercial units on the total land at his own cost and expenses in accordance with the building plans to be approved and sanctioned by P.K.D.A and every other statutory regulator and authority. Pursuant to this, several terms and conditions have been mutually agreed upon by and between the parties and with a view to avoid any future complications that may arise, the parties agreed to reduce such terms and conditions in writing.

Managing Director
Dharma Infraprojects Pvt. Ltd.

NOW THIS INDENTURE WITNESSED AS FOLLOWS:-

1. The Party of the First Part declares that they have an absolute and indefeasible rights, title and interest in respect of the lands in question as set out in the schedule and they are competent to deal with the lands without any restrictions what so ever. Further they state that they

Rabindra Nath Senapati
Surendra Nath Senapati

Basanta Kumari Senapati

Jajashree Sahoo
Rajashree Senapati

W. Banabasa Banal

Bilasini Patra

W. Dilip Sahoo

BILASINI PATRA		 315223731	Bilasini Patra	23-Mar-2022
JAGAT KUMAR KAR ON BE HALF OF DHARMA INFRAPROJECTS PVT LTD		 213135275		23-Mar-2022

Identified by **BANABASA BARAL** Son/Wife of **GANGADHAR BARAL** of **OF THE SAME PLACE** by profession **Business**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
BANABASA BARAL		 42239614		23-Mar-2022

Signature of Registering officer

Date: 23/03/2022

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Sub-Registrar, PURI

Book Number : 1 || Volume Number : 39

Document Number : 11482201885

For the year : 2022

Seal :

Date: 25/03/2022

Signature of Registering officer

SEAL OF THE DISTRICT SUB-REGISTRAR PURI

REGISTERING OFFICER
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have the absolute authority and competency to confer and vest rights upon the Party of the Second Part to undertake development of the land by construction of multi-storied/apartment residential and commercial complexes over the said lands in accordance with the plans to be sanctioned and approved by P.K.D.A every other statutory regulator and authority and in consonance with RERA (hereinafter referred to as "the Act"). Such plans have been prepared by Qualified Architects keeping in view the building norms, guidelines and parameters envisaged in the P.K.D.A regulations. The entire cost of preparation of building plans has to be borne by the Party of the Second Part.

2. Both the parties agreed that the construction of the building shall be completed in all respects within a time frame after obtaining the sanction and approval of the Puri Konark Development Authority, RERA and every other statutory regulator and authority.

3. The Party of the Second Part to do the project as well as construct the proposed project strictly in accordance with the building plans to be sanctioned by P.K.D.A and shall not make any deviations from the approved plan or construct any un-authorized units. The Party of the Second Part assures that the building shall be constructed in accordance with the approved plans and maintain the quality of construction as well as structural stability and as per specification below.

Managing Director
Dharma Infraprojects Pvt. Ltd.

(I) **Structure**

- RCC frame structure as per Bureau of Indian standard with anti-termite treatment .

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Basanta Kumari Senapati

Jayashree Sahoo
Rajashree Senapati
Bilasinipatra

W. Banabasa Banal

W. Debp Sahoo

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- Reinforcement Steel for structural frame of any ISI mark like Scan, SMC etc.
- 9" thick Fly ash / Hollow brick for all external walls.
- 5" Thick Fly ash bricks for all internal walls.

(II) **Doors & Windows :-**

- Attracting main entrance of flush door of good quality with Sal wood Frame.
- Brass/SS fittings to main door.
- Internal doors of Wooden /WPC frames with flush doors.
- PVC/Powder coated/anodized aluminum sliding windows with decorative safety MS Grills.

(III) **Flooring :-**

- Vitrified floor tiles for flooring of entire flat except toilet.
- Ceramic tiles for corridor floor and bathroom floor, glazed for walls up to 7' height of toilet.

(IV) **Kitchen:**

- Granite /Green Marble top kitchen platform with stainless steel sink & glazed tile dado up to 2' height from the platform.

(v) **Toilet:-**

- Concealed plumbing with premium quality CPVC pipes, sanitary fittings and sanitary ware of Hindware, Amber or equivalent brand.

Managing Director
Dharma Infraprojects Pvt. Ltd.

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Surendra Nath Senapati
Basanta Kumari Senapati
Jojeshree Sahoo
Rajashree Senapati
Bilasini Patra
W. Banabasa Banal
W. Dilip Behera

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- Provision for Hot and Cold mixture.

(VI) **Electricals:**

- Concealed Electrification using fire resistant copper wires of Finolex/RR cable/V Guard or equivalent brand.
- Modular electrical fixture and fittings anchor, Finolex, L&T , Legrand or equivalent brand.
- Provision for exhaust Fan in kitchen & toilets.
- AC point in bed rooms.\

(VII) **Painting:**

- Weather resistant of Asian paints/Berger painting over cement paint for exterior walls.
- Two coat Primer i.e. premium of Asian paints/Berger over putty to internal walls.

(VIII) **Generator:** Backup for common lights and Lift.

(IX) **Lifts:** Lift Facility for all Floors.

4. That the developer/builder already paid a sum of Rs 25,00,000/- .(Twenty Five Lakhs) only Through Ch No- 542989...., ICICI Bank, Dated-23.03.22 at the time of Power of Attorney and agreement given to second party by First Party and another Rs 25,00,000/-(Twenty Five Lakhs) only will pay after getting PKDA Approval and ORERA Approval to the land owner towards **Adjustable/refundable** security deposit and the land owner hereby admits and acknowledge the said.

Managing Director
Dharma Infraprojects Pvt. Ltd.

Rabindra Nath Senapati

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Surendra Nath Senapati

Jayashree Sahoo

Rajashree Senapati

W. Banabasa Bahal

Bilasini Patra

W. Dilip Sahoo

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5. Definitions:-

Unless in these presents there is anything inconsistent therewith-

5.1. "Land" shall mean the lands as described in the schedule appended here to and more fully delineated in the attached rough sketch map forming a part of this document.

5.2. "Proposed building/complex" shall mean the multi-storied building to be constructed and executed over the said lands.

5.3. "Land owner(s)" shall mean land owner of the Schedule of Property, the Party of the First Part mentioned above and all other includes their legal heirs, successors, legal representatives and assigns.

5.4. "Developers/Builders" shall mean **DHARMA INFRAPROJECTS PVT. LTD.,** the Party of the Second Part, who will construct and execute the proposed building complex and includes its, successors-in-office, administrators and assigns. Both terms i.e. Developers, Party of the Second Part and Builders can be used interchangeably throughout the agreement and its course. Such interchangeable usage shall have the same meaning to that of this definition.

5.5. "Common facilities" shall mean and include all the common areas earmarked in the building as per the approved plans like passages, corridors, lobbies, staircases, lift, common utility areas, and other common facilities and amenities which may be provided by the developers in the complex.

5.6. "Building plans" shall mean the approved and sanctioned building plans, elevations, designs, specifications as sanctioned and approved by P.K.D.A and also includes any revised plans modifying the original approved plan.

Managing Director
Dharma Infraprojects Pvt. Ltd.

Rabindra Nath Senapati
Surendra Nath Senapati

Basanta Kumar Senapati

W. Banabasa Banal
W. Dilip Sahoo

Jajneshree Sahoo
Rajashree Senapati
Bilasini Patra

THE SEAL OF THE DISTRICT SUB-REGISTRAR ★ PURI ★

REGISTERING OFFICER
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5.7. "Parking Space" shall mean the designated areas/units/spaces intended for parking of vehicles in the basements/stilt/open spaces.

5.8. "Architect" shall mean the principal architect-cum-project consultant appointed by the Party of the Second Part for the proposed building complex.

5.9. "Flats/units" mean self-contained independent flats for residential accommodation only.

5.10. "Commercial Complex/ units" mean complex/area/unit for commercial utility only.

5.11. "Brokerage" shall mean and refer to the amount of commission paid to different sales agencies, Channel Partners etc. towards facilitating the sale of an/many flats, commercial units or offices developed inside the Project.

5.12. "Effective Date" of this agreement means the date of execution of agreement as stated herein above at the beginning of this agreement.

5.13. "Floor Area Ratio of FAR" shall have the meaning as ascribed under Odisha Planning & Building Standard Rules 2020 and wherever applicable any subsequent amendment or re-enactment thereof for the time being in force.

5.14. "Marketing Cost" shall mean and refer to any cost that is incurred for marketing the project in and which includes the cost incurred towards advertising and promotion of the project through all available marketing sources like online, print media, exhibition/campaigns etc.

5.15. "Revenue shall" mean and refer to total receivable from the sale of each saleable sq. ft. of the project.

Managing Director
Dharma Infraprojects Pvt. Ltd.

Rabindra Nath Senapati
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Rajashree Senapati
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W. Banabasa Banal

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THE SEAL OF THE DISTRICT SUB-REGISTRAR PURI

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5.16. "Specification" shall mean and refer to the type and design of material, both for construction and finishing used for the project.

5.17. "Breach of Contract" shall mean violation of any of the clauses, rights and duties arising out of the Development agreement in part or in whole.

5.18. "Tax" Shall means Income Tax, GST, Property gain Tax, Sales Tax, TDS

6. **Interpretation**

Unless the context otherwise requires in this agreement:

6.1. The recitals, schedules and annexures to this agreement and any amendments thereto are incorporated herein by this reference and constitute and integral part of this agreement and shall remain in full force and effect as though they are expressly set out in the operative part of the agreement.

6.2. The headings/sub-headings/titles/subtitles to clauses, sub-clauses, paragraphs, schedules and annexures, if any, are for the purpose of information and convenience. These shall not form part of the operative provisions of this agreement and shall neither be used to construe meaning or intent or whatsoever, nor deemed to control or affect the meaning or construction of any provision of this agreement.

6.3. The reference to any litigation or legislative provision shall be deemed to include any modification or re-enactment of the said legislation or legislative provision, substituted for that legislation or legislative provision and any rules, orders, regulations, directions, circulars, notifications etc. issued under them.

Managing Director
Dharma Infraprojects Pvt. Ltd.

Rabindra Nath Senapati

Basanta Kumari Senapati

Surendra Nath Senapati

Jayasmee Senapati

Rajoshree Senapati

Bilasini Patra

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W. Dilip Sahoo

THE SEAL OF THE DISTRICT SUB-REGISTRAR PURI

REGISTERING OFFICER
PURI

7. The sole proprietorship/Company i.e. the Party of the Second Part formed by its parents/originators/promoters shall be the Developer for this entire project subject to provisions of this agreement. The land owner(s) after execution of this agreement shall place at the physical and actual vacant possession of the land and assign and vest upon the Party of the Second Part the right to prepare and submit the building plans to the P.K.D.A and obtain the requisite permission, sanction and approvals for development and construction of the proposed building complex, which shall commence and be completed within a period of 36 months from the date of final approval of the building plans by P.K.D.A and every other statutory regulator and authority and/or from the date of obtaining necessary clearance from P.KDA / Puri **Municipality/ RERA and every other statutory regulator and authority to go ahead** with the construction work. It shall be the primary responsibility of the developers to prepare and submit the building plans before the P.K.D.A and all expenses/charges incurred for obtaining approval/sanction of such building plans shall be borne by the developer. The land owner(s) agrees and undertakes to extend all cooperation and to sign necessary applications as may be required in connection with such submission of building plans for obtaining approval and sanction from P.K.D.A and every other statutory regulator and authority.

8. The Party of the Second Part assures that the building plans shall be prepared strictly in accordance with the Rules, Regulations and bye laws in force. The proposed building shall be of a high quality construction.

9. The Party of the Second Part further states that the proposed building shall be constructed under their direct supervision and shall comply with all the stipulations made by P.K.D.A and every other statutory

Managing Director
Dharma Infraprojects Pvt. Ltd.

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W. Banabasa Banal
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THE SEAL OF THE DISTRICT SUB-REGISTRAR PURI

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regulator and authority and also shall conform to all the rules and regulations of the local authorities as may be applicable. In case of land disputes then the actual time taken to settle the dispute will be added to the completion period.

10. The term of this agreement shall be referred to as the Effective Period of this Agreement, which shall commence from the Effective Date and shall continue to remain in subsistence during the development of the Scheduled Land and construction of the Project, unless terminated earlier in accordance with the provisions of this agreement. The Effective Period of this Agreement shall continue to remain alive until the completion of the development and construction work; transfer of the apartment/flats/units in the project in favour of the respective buyers and the land owner and the handover of common areas of the project in favour of an association formed by those buyers and the land owner.

11. The Party of the Second Part declares that they can arrange finance for development of the schedule plot and complete the project to develop the Scheduled Land and complete the project with the mentioned Effective Period.

12. The Party of the First Part agrees covenants with the Party of the Second Part/Developers as follows:

12.1. Not to interfere or obstruct the construction of the proposed building over the said land to the extent of his share save and except when the approved plan of PKDA and RERA is violated and any authority for carrying out any illegal/illicit/criminal activity during the period of construction.

Managing Director
Dharma Infraprojects Pvt. Ltd.

Basanta Kumari Senapati

Rabindra Nath Senapati
Surendra nath senapa

Jayashree Senapati
Rajashree Senapati
Bilasini Patra

W. Banabasa Banal

W. Dilip Sahoo

THE SEAL OF THE DISTRICT SUB-REGISTRAR ★ PURI ★

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12.2. Not to prevent the Party of the Second Part from entering into negotiations with intending purchasers of flats/units constructed and executed over the said scheduled land.

12.3. The Party of the First Part hereby confers and vests absolute right and authority upon the Party of the Second Part to commence carry on and complete the construction of the multi-storied buildings in accordance with the approval/sanction accorded by the Authorities.

12.4. The Party of the First Part shall at the request of the Party of the Second Part undertake to sign and execute further documents, affidavits, applications as may be necessary from time to time for completion of the exercise. The Party of the First Part further undertakes to sign all required sale deeds/construction agreements etc. Original ROR (Patta), Sale Deeds or any other documents related to scheduled Property shall be handed over to the Developer at the time of POA.

12.5. The Party of the Second part shall make their own due diligence report pertaining to the title of the land. The Party of First part takes full responsibility for any litigation arising out of the title of the land and indemnify the Second Party in any manner whatsoever possible pertaining to any litigation arising out of the title of the land.

Managing Director
Dharma Infraprojects Pvt. Ltd.

13. **The Party of the Second Part agrees and undertake as follows:**

13.1. **Period of Construction**

13.1.1. The proposed construction shall be commenced as soon as possible after obtaining the approval and sanction of the building plans from the P.K.D.A as well as clearances from PKDA/Puri Municipality and any other statutory authority/regulator to go ahead with the construction work.

Rabindra Nath Senapati
Surendra Nath Senapati
Basanta Kumari Senapati
Jayashree Senapati
Rajashree Senapati
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W. Dilip Sahoo

THE SEAL OF THE DISTRICT SUB-REGISTRAR ★ PURI ★

REGISTERING OFFICER
PURI

13.1.2. To complete the construction of the entire building within a period of **36 months** from the date of approval of the building plans by the P.K.D.A and/or from the date of obtaining necessary clearances from PKDA/Puri Municipality, RERA and any other authority/regulator to go ahead with the construction work or within such extended period subject to the force majeure conditions.

13.1.3. Have agreed to the time of completion the entire Project as per the approved plan which will be within 36 **Months** from the date of sanctioning of the plan by the PKDA approval Authority and after ORERA Approval with **Six months** grace period unless prevented by reasons beyond the control of the Developer Viz any natural calamities like Cyclone, earthquake, rationing of cement, rods, etc.

13.2. It is agreed upon that any labour force/workman/technician engaged in the construction of the proposed multi-storied building by the developers shall be treated and deemed to be the employees/contractors of the developers. Consequently, the land owner shall not be liable to pay any compensation to any such workmen, labour or technician that may be engaged by the Party of the Second Part for construction of the complex. The developers shall be liable in respect of any dispute which may arise under the labour laws or under Workmen Compensation Act and if the Authority or the tribunal award, if any, shall be the liability of the developers to pay such compensation or the amount quantified in the Award/Order. The developers undertake to indemnify the land owner from any such liability.

Managing Director
Dharma Infraprojects Pvt. Ltd.

13.3. The entire cost and expenses for the above development of the Scheduled Land and construction of the project shall be solely borne by the Developer. Accordingly, the Party of the Second Part shall have full right and control over the said development from the Developer's share and construction and to sell out the flats and commercial spaces of the

Rabindra Nath Senapati
Surendra Nath Senapati

Basanta Kumar Senapati
Jajabree Sahoo
Rajoshree Senapati
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THE SEAL OF THE DISTRICT SUB-REGISTRAR * PURI *

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PURI

project to any party and/or persons and to recover its cost, expenses and profits as the Party of the Second Part may in its absolute discretion deem fit and proper subject to the provisions of this agreement. Further, the branding and marketing of the project shall also be done solely by the Developer.

13.4. The cost of development and construction shall include the cost for planning, designing, approvals, compliances, registration, certifications, documentation, human resources, consultants and other professionals, construction, raw materials, marketing, sales, branding, brokerage, utility services like water and electricity etc.

13.5. The Party of the First Part shall bear all cess and/or charges and/or fee etc. imposed by the government or any other public authorities on the scheduled land after taking possession of the same from the developer, till transferring the possession in favour of the prospective buyers/purchases, upon completion of the project. The builder/developer shall not hand over the physical possession of the said builder/developer's portion of the flats as agreed until the whole of the said works including the Owner's portion of flats have been completed in all respect.

13.6. The Party of the Second Part/Developers is debarred and is restricted from creating charge/mortgage over the scheduled the vacant land in any way, either in part or in full, with any bank(s) and/or non-banking financial corporations/companies and/or financial institutions and/or others, for attaining the objective of this agreement but The developer shall be entitled to enter into agreement for sale, transfer, alienation, charges, mortgage, and lease or take loan from financial institution, lease banks or any other party in respect of the developer's share of only 60% of his units (Flat/apartment) for which no further consent of the owner shall be required. The developer as the constituted attorney

Managing Director
Dharma Infraprojects Pvt. Ltd.

Rabindra Nath Senapati
Surendra Nath Senapati
Basanta Kumari Senapati
W. Banabasa Band
Jayashree Sahoo
Rajoshree Senapati
Bilasini Patra
W. Dilip Sahoo

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of the owner shall sign and execute all such documents deeds and instruments as the case may be. The owner shall not be liable financially or otherwise for any such act of the developer.

13.7. Consideration

13.7.1. In consideration of bearing the costs and expenses of development and construction, the **Party of the Second Part shall be entitled to receive60% (Sixty Percent)** of the super built up/built up/Carpet area generated form development, **while remaining 40% (Forty Percent) of the super built up/built up/Carpet area shall belong to the Party of the First Part**. The entire scheme of unit sharing shall be demarcated depending upon the approved plan of said project and should be clearly mentioned before starting of the construction executing with another agreement.

In case the number of houses to be allocated to the land owners as 40% (Forty Percentage) share becomes fractional and that fractional share is more than 50% of that unit, the same will be rounded off to the next higher number. This will also be the case with the developers in respect of his 60% (Sixty Percentage) share becomes fractional and that fractional share is more than 50% of that unit, the same will be rounded off to the next higher number and the balance amount paid to respectively proportion shares.

The Owners have represented to the Developers as allows:-.

a) That, the owners are absolutely in possession of the property and are otherwise well and sufficiently entitled to do all that is required to develop the said premises.

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Jayashree Suna

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b) That the said property is in the khas possession of the owners and there is no tenant/trespasser and/ or occupier, on the said premises and the possession where of is delivered to the Developer.

c) That none other than the owners have any claim, right, title, interest and/ or demand over and in respect of the said premises or any portion thereof.

d) That the said premises is free from all encumbrances, charges, liens, lis pendense attachment, trust, acquisition, requisition, ligament whatsoever howsoever.

e) That there is no bar legal or otherwise for the owners to obtain the certificate under section 250A of the Indian Income Tax. Act. 1961 and other consents and permissions that may be required.

f) That in the event of any loss or damage incurred by the builder due to any dispute over the title and ownership of the land, the same will be compensated by the land owner to the builder with amicable negotiation.

g) The Owner's share will be 40% **(Forty percentage)** of the built-up area and the proportionate share of the Owners on the land on which the flat/unit to be constructed will be 40%**(Forty percentage)** and the balance 60% **(Sixty percentage)** will be with the Developer, who will develop and construct the Flats/units on behalf of purchaser and the Owners will have no claim whatsoever on this 60% of land & building.

h) That Owner on completion of the building, apartment will bear the 40% cost of common part of the maintenance expenses like electricity and water charges, sweeper's salary, watchmen's salary and other common

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THE SEAL OF THE DISTRICT SUB-REGISTRAR PURI

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expenses which will be decided by all the flat owners themselves on forming a society.

i) Expenses of outer site Electrical expenses like meter deposit and connection charges to be borne by the owner and the developer respectively to their shares of 40%(Forty percentages) and 60% (Sixty Percentages).

j) The Owners will pay the Taxes & GST for their shares of 40%(Forty percentages) as applicable with Govt. norms.

k) The Owners or their legal successors shall not interfere with the quiet and peaceful possession of enjoyment of the said premises and development of the same by developer during the period of construction.

l) That the Owners shall not do or cause to do any act/deed or thing concerning the property whereby the rights of the Developer in undertaking the development work and in disposal of the developer share, as well as the Developer also shall not in any way cause or affect the possession or sale of land owners share.

m) The Owners shall sign the map or plan and other paper as may be required and shall sign all other papers, documents as may be required necessary for getting the said sanction and for obtaining all necessary for approval.

n) Not to sell, transfer or mortgage or charge or encumber or alienate the said premises or any part thereof except the portion allocated to him in this agreement.

o) Not to enter into any agreement for development in respect of the said property with anybody else.

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Jagannee Sahoo
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W. Banabasa Banal

W. Dilip Sahoo

THE SEAL OF THE DISTRICT SUB-REGISTRAR
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p) Not to do any act, deed or thing where by the developer may be prevented selling assigning and / or disposing of any of the developer's allocated portion in the building or at the said premises.

q) The owners shall deliver the peaceful and vacant possession of the said premises to the developer simultaneously upon execution of this agreement

r) If in future any legal heirs from 1st Parties/Land Owners claim any share in the said property it shall be adjusted against the respective Owners Share allocated to them.

s) The owners shall deposit the original title deed with the developer simultaneously upon execution of this agreement.

14. Residuary Terms:-

14.1. The name of the building shall be as **"DHARMA SUDARSAN"** selected by the Developer & Owners.

14.2. After the approval from the Puri Konark Development Authority, the Builder and land owner shall jointly identify the land owner's share and thereafter the builder has the right to enter into any agreement for sale or construction of any units, flats to the extent of his share in the built up/super built up/carpet area and receive earnest money / sale consideration and the owner shall have no objection to such agreement. However the owners if require shall join as confirming party for execution of the documents of transfer in favour of such prospective buyers at the instance and the request of the builder and all costs, charges expenses in respect thereof shall be borne the intending purchaser. (subject to signing of GPA) At any stage of the construction if the land owner wants to identify/sale/allot anybody from his share then the prevailing taxes applicable for such transaction shall be borne by the First party.

Managing Director
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Rabindra Nath Senapati

Surendra Nath Senapati

W. Banabasa Banal

W. Deep Alka

Basanta Kumari Senapati

Jayashree Sahoo

Rajashree Senapati

Bilasini Patra

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14.3. Both the parties further agree and undertake that any dispute between the parties relating to the interpretation of any of the terms and conditions stipulated in this agreement, the rights, obligations and entitlements flowing from this agreement or any dispute connected with the construction of the proposed building and/or any other incidental or ancillary dispute shall be subject to the jurisdiction of the competent Court at Puri.

14.4. All letters, notices shall be issued to the parties and dispatched under Registered post with Acknowledgement, to the address furnished in this agreement will be sufficient proof of dispatch of the same to the other party.

14.5. Indemnity

The Party of the Second Part hereby undertakes to keep the land owner indemnified against all actions, writs, costs, proceedings and claims that may arise out of the Developer's allocations with regard to the Development of the said premises and/ or in the matter of construction of the said building and or any defect therein and/or out of sale of the various flats/units to purchases except the land issues.

14.6. Termination

In the event of the Developer's inability in applying the requisite approvals towards development of scheduled land for construction of the project from the appropriate authorities after conversion of the land due to any reason not attributable to the owner, within 12 months (after conversion of the land) from the date of execution of this agreement, the Party of the first part shall terminate this agreement upon serving of written notice to the Developer, which is 30 days prior to the date of such termination.

Managing Director
Dharma Infraprojects Pvt. Ltd.

Basanta Kumari Senapati

Rabindra Nath Senapati

Surendra nath Senapati

Jaijaimee Senapati

Rajashree Senapati

Bilasini Patra

W. Banabasa Banal

W. Dilip Dhara

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14.7. Severability

If any of the provision of this agreement becomes illegal and/or invalid unenforceable under a present or future legal or regulatory provision, such illegality and/or invalidity and/or unenforceability shall not affect the legality and/or validity and/or enforceability of any other provision of this agreement. in such an event, this agreement shall be construed as if such illegal and/or invalid and/or unenforceable provision was never ever part of this agreement and the remaining provisions of this agreement shall remain in full force and effect.

14.7.1. Further, the parties may make efforts to replace the said illegal and/or invalid and/or unenforceable provision with a provision which is legal, valid and enforceable.

14.8. Counterpart

This agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and both of which taken together shall constitute one and the same agreement. further, each of the parties shall be provided with one of these counterparts.

14.9. Communications arising under the purview of this agreement shall be addressed on the respective addresses of the parties as mentioned herein, either by ordinary post and/or registered post and/or speed post and/or private courier service /e-mail. Any change in address by one of the parties shall be promptly notified to the other party within a period of seven days format he change of such address.

a. For the Owner Party of the first Part (Name and Address)

b. For the Party of the Second Part(Name & Address)

Rabindra Nath Senapati
Surendra Nath Senapati

Basanta Kumari Senapati
Jogeshree Sahoo
Rasashree Senapati
Bilasini Patra

W. Banabasa Banal

W. Debp Sahoo

Managing Director
Dharma Infraprojects Pvt. Ltd.

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14.10. Force Majeure

If an extraordinary situation should arise which is outside the control of the Party of Second Part which makes performance of the duties under this Agreement impossible, and which under Indian law must be classified as force majeure, the other Party of the First Part shall be notified of this as soon as possible. The obligations of theParty of the Second Part shall be suspended for as long as the extraordinary situation prevails. The corresponding obligations of theParty of the Second Partshall be suspended for the same period.

14.10.1. The parties shall, in connection with force majeure situations, have a mutual disclosure obligation towards each other concerning all matters that must be deemed relevant to the other party. Such information shall be disclosed as soon as possible. Any dispute arising out the Force Majeure situation shall be mutually solved by both the parties. In case of both the parties fail to solve the dispute arisingout of Force Majeure situations then dispute resolution clause i.e., Clause 14 of this agreement shall be invoked.

15. DISPUTE RESOLUTION

15.1. GOVERNING LAW

The rights and obligation of the parties under this Agreement shall in their entirety be governed by law of India.

15.2. NEGOTIATIONS AND MEDIATION

In case of disputes arising out of the Agreement as to interpretation or the legal effects, the parties shall first seek to resolve such dispute through mutual discussion.

Managing Director
Dharma Infraprojects Pvt. Ltd.

Rabindra Nath Senapati
Surendra Nath Senapati

Basanta Kumari Senapati

Jayashree Sahoo
Rajashree Senapati
Bikasini Patra

W. Banabasa Banal

W. Dilip Sahoo

THE SEAL OF THE DISTRICT SUB-REGISTRAR
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REGISTERING OFFICER
PURI

If such discussion does not succeed, each of the parties may request that the dispute be brought before an Arbitrator to be fixed by the consent of both the parties.

15.3. RULES OF MEDIATION

The independent expert and/or Arbitrator shall act impartially and independently in the performance of his or her duties. The detailed approach to mediation shall be determined by the Arbitrator, in consultation with the parties.

At the start of mediation, the expert/mediator shall inform the parties of the basis on which his or her remuneration will be calculated. Unless otherwise agreed, each party shall pay its own costs and half of the costs of the expert/mediator.

The assignment of the independent expert or mediator shall be concluded in one of the following ways:

a) through a proposed solution from the expert that the parties have agreed in advance shall be binding

b) through a written settlement or agreement between the parties, based on the solution proposed by the expert/mediator

c) through the expert/mediator informing the parties that he or she does not deem it appropriate to continue the assignment, or

d) through a party informing the expert or the mediator that such party wishes to conclude the assignment.

Managing Director
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15.4. LITIGATION OR ARBITRATION

If a dispute is not resolved through negotiations, through Arbitration, each party require such dispute to be resolved with final effect before Courts of Law lying within the jurisdiction of. District and Sessions Judge, Puri, with its appellate forum being Hon'ble High Court of Odisha.

The parties may alternatively agree that the dispute shall be resolved with final effect through arbitration in Bhubaneswar, Odisha, India pursuant to provisions of Arbitration and Conciliation Act, 1996.

The venue of arbitration shall be the registered address of the Land Owner.

Each of the parties shall nominate one Arbitrator and both the said Arbitrators, nominated by the parties, will appoint a third Arbitrator or Umpire. The decision arrived at the Arbitration by the said three Arbitrators including the Umpire shall be final and binding to both the parties. It is further agreed by the parties that in spite of the Arbitration Proceedings, whether in progress or pending, the Land Owner shall continue with the ownership over all the scheduled land till final settlement.

Managing Director
Dharma Infraprojects Pvt. Ltd.

16. The Party of the First Part s shall be executing a Power of Attorney in favour of the Developer within same period on the date of execution of this agreement.

Basanta Kumar Senapati

Rabindra Nath Senapati

Surendra Nath Senapati

Jajashree Sahoo

Rajashree Senapati

Bilasini Patra

W. Banabasa Barad

W. Deep Sahoo

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SCHEDULE OF PROPERTY

Dist: Puri, District Sub-Registrar Office: Puri, Odisha Sarkar Khewar No.1, P.S: Puri Town No.3, Tahasil: Puri, No.643, **Mouza: Puri Sahar Unit No.3 Mangalaghat, Khata No. 379** (Three Hundred Seventy Nine), Status: Sthitiban, **Plot No. 81**(Eighty One), **Kisam: Bagayat Two, Area Ac0.575decs.** (Five Hundred seventy Five Decimals), **Plot No. 79** (Seventy Nine), **Kisam: Patita, Area Ac0.211decs**. (Two hundred eleven Decimals), **Plot No. 82** (Eighty Two), **Kisam: Jalasaya One, Area Ac0.178 decs** (One Hundred Seventy Eight Decimals), and **Plot No. 80** (Eighty), **Kisam: Gharabari Two , Area Ac0.010 decs** (Ten Decimals). **Total one mouza, One Khata , 4 (Four) Plots and Total Area Ac0.974 decs .** (Nine hundred seventy four Decimals). As per One Thousand Decs Equal to 1 Acre standard.

Having understood the purport, scope of the contents of this agreement the parties put their respective signatures & seal hereto on the date written above in the presence of witnesses.

Rabindra Nath Senapati
Surendra Nath Senapati
Basanta Kumari Senapati

Jayashree Sahoo
Rajashree Senapati
Bilasini Patra

Signature of the Party of the First Part

Managing Director
Dharma Infraprojects Pvt. Ltd.
Signature of the Party of the Second Part

Signature of the WITNESS:

1. Banabasa Banal
C/o- Gangadhar Banal
At/Po- Sasan Damodar Pur
P.S - Puri Sadar
2. Dist- Puri
Dilip Sahoo S/o Bhalabas Sahoo
At: Mangalaghat Puri

DRAFTED BY - SRI PRADEEP KUMAR BEHERA
A.C. PURI

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THE SEAL OF THE DISTRICT SUB-REGISTRAR ★ PURI ★

REGISTERING OFFICER
PURI

Registered and True copy filed in DSRO, PURI
Book No. I ID. No. 1893
Document No. 11482201889
for the year 2022

Registering Officer, Puri