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Registering Officer CUTTACK

# AGREEMENT FOR SALE OF LAND

This Deed of Agreement for sale is made on this Friday the 28th day of February 2020(Two Thousand and Twenty)

#### BETWEEN

M/s CITICON ENGINEERS LIMITED, having it's registered office at Plot No.540, Saheed Nagar, P.O: Saheed Nagar, P.S: Saheed Nagar, Bhubaneswar, Dist-Khurda, Pin-751010, State of having CIN: U452020R1999PLC005702, Odisha PAN: AABCC69115A, represented through it's Managing Director: SRI ANTARYAMI BADU, Aged about 47 Years, 01692244Aadhar No: 7251 3966 9406, PAN: AEXPB9303A, Mobile No: 9776829633, Son of BaishnabCharan Badu, by Caste: Khandayat, by profession: Business, Resident of Block-5, Flat No.36, Metro City Apartment, Behera Sahi, Nayapalli, Bhubaneswar, Dist-Khurda Pin-751012, State of Odisha, Hereinafter referred to as the party of the 1stPart/Intended Vendor/Seller.

RUN 1 HANGON HATH Digitally signed by GOPABANDHU PARIDA Date: 2023.03.21 17:38:04 Certified to be a true copy

No-29'09 et-27/02/2020 Pl M/s Rainbow Developene At Krishna Mager, Bunder Road

Managing Paritner sni Govindanaju Vijogawada, Malod Speekimar 0 6 FEB 2020 23/02/2020 Treasury Officer, Cuttack. CHANDAN SINGH Stamp Vendor D.S.R. OFFICE CUTTACK Endorsement of the certificate of admissibility Admissible under rule 25: duly stamped under the Indian stamp (Orissa Aceginal Color 19 2018) Act 1899, Schedule 1-A No. 5© Fees Paid: A(10)-200000 ,, User Charges-775 , Total 200775 Date: 29/02/2020 Signature of Registering officer **Endorsement under section 52** Presented for registration in the office of the District Sub-Registrar CUTTACK between the hours of 10:00 AM and 1:30 PM on the 29/02/2020 by MS CITICON ENGINEERS LIMITED THROUGH MANAGING DIRECTOR ANTARYAMI BADU, son/wife of BAISHNAB CHARAN BADU, of REGD. OFFICE AT- PLOT NO-540, SAHEED NAGAR, PO/PS-SAHEED NAGAR, BHUBANESWAR, DIST- KHURDA, PIN-751010 , by caste General , profession Business and finger prints affixed.

Signature of Presenter / Date: 29/02/2020

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Signature of Begistering officer

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Consideration Amount: Per Acre Rs.65,00,000/-(Rupees Sixty-Five Lakhs Only)

For the extent of Ac5029dec cost of the land Rs.3,43,85,000/(Rupees Three Crore Forty Three lakhs Eighty Five Thousand Only) out of which the First party do hereby received Rs.1,00,00,000/- (Rupees One Crore) only as advance on different Dates.

Nature of Rights: "Sthitiban" Ac5@9dec(Five Acre Twenty Nine Decimal) i.e Ac5@9dec with Annual Rent Rs.1532/-here by agreed to sold by the party of the 1st part in favour of the party of the 2nd part with all rights, Subrights and easement thereof.

WHEREAS, the party of 1<sup>st</sup> part is absolute and indefeasible owner in peaceful possession over the compact piece of land consisting of several plots adjoining to Government Road and having homestead kisammorefully and particularly described in the schedule herein below and the party of the 1<sup>st</sup> part on valid purchase as well as adopting procedure of correction of record of right have obtained the respective RORs and paying rent obtaining receipts thereof having all sorts of possessory and proprietary right so also marketable title over the same.

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RANGOW DEVELOPER 12/2020

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#### Execution is admitted by :

Name	Photo	Thumb impression Signature	Date of Admission of Execution
MS CITICON ENGINEERS LIMITED THROUGH MANAGING DIRECTOR ANTARYAMI BADU		Pegistering Officer 313674965	29-Feb-2020
MS RAINBOW DEVELOPERS THROUGH MANAGING PARTNER GOVINDRAJU SREEKUMAR		242129747	29-Feb-2020

# Identified by SMRUTI RANAJN RATH Son/Wife of PRAVAT KUMAR RATH of AT- PLOT NO-11, BAPUJI NAGAR, BHUBANESWAR, DIST- KHURDA, PIN-751009 by profession Others

Name <sup>*</sup>	Photo	Thumb Impression	Signature	Date of Admission of Execution
SMRUTI RANAJN RATH		41454269	Sandi hara with	29-Feb-2020

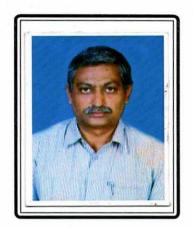
Date: 29/02/2020

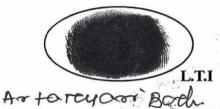
Signature of Registering officer
Digitally signed by
GOPABANDHU PARIDA
Date: 2023.03.21 17:38:07
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### FIRST PARTY

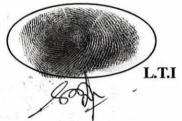








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M/s RAINBOW DEVELOPERS, a Partnership Firm having its PAN: AAYFR5989F and having its registered office at 74-1-2, 5th Floor, Liberty Hospital Building, Opp. Autonagar Bus Terminus, Krishna Nagar, Bunder Road, Vijayawada, Pin-520010, state of Andhra Pradesh represented it's Managing Partner SRI GOVINDARAJU SREEKUMAR, Aged about 48 years, Aadhar No. 7806 3914 1141, PAN: AGLPG1599D, Mobile No. 9885183346, Son of Late Mahadeve Sadasivasankar Govindaraju, by Caste: Brahmin, by profession: Business, resident of 67-8-13, NSM School Road, Patamata, Vijayawada (Urban), Krishna, Andhra Pradesh, Pin-520010. Hereinafter referred to as the party of the 2nd Part/Intended Vendee/Buyer.

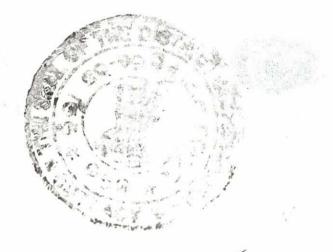
Nature of Document: Agreement to Sale.

For LAND BEVELOPERS

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Registering Officer CUTTACK

- 1. That the above named parties of the 1<sup>st</sup> part is the lawful owner of the schedule below property the land occupied from different land owners as delineated with title flow of each plots viz different Deeds of Sale subsequent procedure of Mutation and Conversion of land through the procedure of O.L.R.Act.
- 2. That the 2<sup>nd</sup> party/Intended Vendee/Buyer is purchasing the schedule below property from the 1<sup>st</sup> party/Intended Vendor/Seller on "as is where is basis"
- 3. That, the consideration amount of the schedule below land has been finally discussed and settled to an amount of Rs.3,43,85,000(Rupees Three Crore Forty Three lakhs Eighty Five Thousand Only) between the parties of both the part and the balance amount of consideration shall be paid by the 2<sup>nd</sup> party/Intended Vendee/Buyer before registration of sale deed as per the settled price mentioned below with the following term and conditions
- 4. That as per the discussion between the parties and as the consideration is being settled, the party of the 1<sup>st</sup> part hereby and hereunder received a sum of **Rs.1,00,00,000/**(Rupees One Crore) only as token of advance consideration from the party of the 2<sup>nd</sup> part out of funds of the Firm from

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out of the total consideration money of Rs.3,43,85,000/(Rupees Three Crore Forty Three lakhs Eighty Five
Thousand Only) only through separate RTGS bearing
UTR No-UTIBR52020022800611129 dated.28.02.2020
for an amount of Rs.10,00,000/- (Rupees Ten Lakhs)
only and RTGS bearing UTR No SBIN \$5202002290003
dated. 29.02.2020 for an amount Rs.15,00,000/- (Rupees
Fifteen lakhs) only and cheque bearing No.283950
dated. 27.03.2020 for an amount of Rs.45,00,000/(Rupees forty five Lakhs only) of AXIS Bank,
Vijayawada branch on the day of execution of this deed,
when the remaining amount of Rs.30,00,000/- (Rupees
Thirty Lakhs only) having been already paid through
separate cheques & RTGS as follows.

- (i) Cheque bearing No.000275 of HDFC Bank, Vijayawada branch on 31.07.2018 for an amount of Rs.5,00,000/-
- (ii) Cheque bearing No.000279 of HDFC Bank, Vijayawada branch on 18.08.2018 for an amount of Rs.5,00,000/-.
- (iii) Cheque bearing No.000300 of HDFC Bank, Vijayawada branch on 10.11.2018 for an amount of Rs.5,00,000/-.

amount of

FC Bank,

amount of

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(iv) RTGS Bearing UTR No. UTIBH19164051444 of Axis Bank, Vijayawada branch on 13.06.2019 for an amount of Rs.7,00,000/- & Rs.3,00,000/- and its UTR No.UTIBH9164051428

(v) RTGS Bearing UTR No. UTIBR52019070200672633 of SBI Bank, Vijayawada branch on 02.07.2019 for an amount of Rs.5,00,000/-.

Earlier in different dates to the party of the 1st part and the receipts where of the party of the 1st part hereby admit and acknowledged

- 5. That, the party of the 2<sup>nd</sup> part shall pay the balance consideration money Rs.2,43,85,000/-(Rupees Two Crore Forty Three lakhs Eighty Five Thousand Only) shall be paid / transferred in the manner they would like on or before registration of the sale deed in part or in whole in favor of the party of the 2<sup>nd</sup> part and the party of the 1<sup>st</sup> part shall registered the sale deed partly or in whole after performance of all the required acts and activities as discussed between them as per the following points.
- 6. That, the party of the 1<sup>st</sup> part shall demarcate the land in presence of the party of 2<sup>nd</sup> party and shall make sure of the passage with all relevant document.

For RAINBOW DEVELOPERS
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GUTTACK

- 7. That the 1st party to make/arrange the approach road of 30'(Thirty Feet) including culverts and electrical 11 KVA Line with their Own expenses (Enly Pole & weare)
- 8. The Parties of the 1<sup>st</sup> party shall handover the peaceful physical possession of the land mentioned in the schedule property. That in future if any disputes arises regarding peaceful possession over the schedule properties mentioned in this agreement of sale the parties of the 1<sup>st</sup> party shall solve at their own cost. The parties of the 1<sup>st</sup> party shall arise above handed and settle all issues arises with leader/agent and villages.
- 9. To Sign all the relevant documents in this relation and to appear before the authorities / Departments concerned in our names and and on our behalf.

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That, the party of the 1st party shall not claim or demand 10. more money than the above mentioned settled consideration amount Rs 65,00,000/- (Rupees Sixty Five Lakhs only) per acre to the 2<sup>nd</sup> party in any manner whatsoever for the said property

That, the 1st party has no right to execute any further deeds

i.e Sell, Mortgage, Gift, WILL or enter into any other sort of

Agreement with anybody otherthan the 2<sup>nd</sup> party during the said

stipulated period and towards his part of performance for the

schedule below property

11.

That, as discussed earlier by both the parties through their 12.

best head, the 1st party shall provide all the necessary documents

and the Revenue Map of the Property .

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13. That, the remaining Consideration amount as put forth earlier in above paragraphs shall be paid as per the stipulations on different dates as scheduled by and between the parties on or before schedule date of the layout plan i.e tentatively on or before 27th April 2020 Rs.50,00,000/- (Rupees Fifty Lakhs only), 27th of May Rs.50,00,000/- (Rupees Fifty Lakhs only) and 27th June & Rs.50,00,000/- (Rupees Fifty lakhs only) and remaining balance Rs.74,00,000/- (Rupees Seventy Four Lakhs only) in likewise manner and if the party of 2<sup>nd</sup> party fails to perform his part the above transaction within 6 months of time period a grace of 3 months is allowed and later 2 % per month will be charged as interest. If they fail 1st party will provide land @ 300 Rupees / Sq.ft. as per the total amount pay till date.

SM WILLANGTHU RATH.
28/20/2020
Spinish Kundal Swell
28/02/2020

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GOPABANDHU PARIDA
Date: 2023.03.21 17:38:21



18. That the parties of both the parties are not belong to SC/ST community. The property hereby agreed to sell has never been acquired by the party of the 1<sup>st</sup> part from Govt. by way of lease within last 10 years or the parties of the 1<sup>st</sup> part do not possess any land within the urban area which exceeds the ceiling limit. The property is not under the management of Endowment Commissioner & Bhudan.

19. That the stipulation of this agreement is binding on the parties of both the part respectively and their successors, legal representatives that in witness whereof the parties of both the part have put their respective seals and signatures on this deed after going through the contents i.e recitals, valuation, terms & Conditions as well as property described herein, pout of their sweet will, healthy state of mind and violation without any pressure, undue influence coercion from any quarter at Cuttack on the day, month and year first above mentioned.

20. The possession is not handed over the 2<sup>nd</sup> Party.

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Managing Partner



Registering Officer
CUTTACK

# SCHEDULE OF PROPERTY AS FOLLOWS

1. Dist: Cuttack. P.S.: Cuttack Sadar, Tahsil: Baranga, S.R.O: Cuttack Sadar, Thana No.13, Tahsil No.188, Mouza: Chakradharpur, Mutation/Conversion Khata No.592/685(Five hundred ninty two/sixty hundred eighty five) "Sthitiban" Plot No.1700(One Thousand seven hundred) Kissam: Gharbari, Area Ac1.21dec,& 3 Plot No.1701 (One Thousand seven hundred one ) Kissam: Gharbari, Area Aco.90dec, & Plot No.1702(One Thousand seven hundred one ) Kissam: Gharbari, Area Ac0.17dec,& Plot No.1703(One Thousand seven hundred three ) Kissam: Gharbari, Area Ac0.20dec,& Plot No.1708(One Thousand seven hundred eight) Kissam: Gharbari, Area Ac1.90dec. Above five entire Plots under single Khata Measuring Ac4.38dec(Four acre thirty eight decimal) i.eAc4.38dec with annual rent Rs.1323/- Corresponding Original Consolidation Khata No.80.

2. Dist: Cuttack. P.S.: Cuttack Sadar, Tahsil: Baranga, S.R.O: Cuttack Sadar, Thana No.13, Tahsil No.188, Mouza: Chakradharpur, Mutation/Conversion Khata No.592/556(Five hundred ninty two/five hundred

28/02/2020

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fifty six) "Sthitiban" Plot No.1710(One Thousand seven hundred Ten) Kissam: Gharbari, Area Aco.354dec, with annual rent Rs.120/- Corresponding Original Consolidation Khata No.240.

3. Dist: Cuttack. P.S.: Cuttack Sadar, Tahsil: Baranga, S.R.O: Cuttack Sadar, Thana No.13, Tahsil No.188, Mouza: Chakradharpur, Mutation/Conversion Khata No.592/277(Five hundred ninty two/two hundred seventy seven) "Sthitiban" Plot No.1704/2015(One Thousand seven hundred four/Two Thousand Fifteen) Kissam: Gharbari, Area Aco.295dec, with annual rent Rs.89/- Corresponding Original Consolidation Khata No.398.

Total in a single Mouza Six entire plots under three separate Khata being one compact piece of land measuring total extent of Area: Ac5@9dec,(Five Acre Twenty Nine decimal) i.e, with annual rent Rs.1532/-. The above land on the whole are the subjected property of this agreement.

For RAINBOW DEVELOPE

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RUNDON STURY

28 02 2020

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IN WITNESS WHEREOF BOTH THE PARTIES their respa ctive signatures, date, month and year above are Written.

## WITNESSSES

1) SMRUTI LANDAW LATH \$10-DR. PRAVATICUMARRADIA
PLUANO-11, BAPUTIWAYAR 13 HOBANBSWAR 28/02/2020

For MD circam Engineer LED Artorey over Both. Signature of 1st party 28/2/2020

/Intended Vendor/Seller

For RAINBOW DEVELOPERS

Managing Partner Signature of 2nd party

/Intended Vendee/buyer

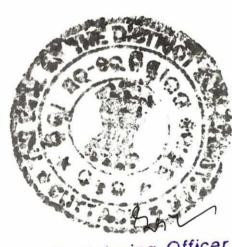
So sou Nimai Cu singly
A Choudhany Bazon CERTIFICATE

That, both the parties are my client. This Deed of Agreement have been typed my Computer Assistant according to the hints of both the parties. Both the parties have signed on this Deed after well understanding and in sound mind.

#### For RAINBOW DEVELOPERS

Managing Partner





Registering Officer CUTTACK

Endorsement of certificate of registration under section 60

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

Book Number: 1 || Volume Number: 25 Document Number : 10392001280

For the year : 2020

Seal :

Date: 29/02/2020

Signature of Registering officer