



Clarifications on Plot 6 Details

Phone: +91 (674) 2744693, 2741789
E-mail: mail@devahomes.in,
devahomes@gmail.com

Objection:

Plot Detail - 6:Plot Detail	Upload a single continuous up to date EC from 1995 for the specific plot. Upload RoR with proper orientation and update correct area. The area of Plot No.28 is A0.038 but the GPA was executed over an area of A0.040 and Development Agreement was executed over an area of A0.041. Clarify the inconsistency.
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Clarifications:

Owner of the Plot had purchased **Ac: 0.040 Dec of Land bearing Plot No: 28, Khata no: 384** (At time of Purchase) **Mouza: Rudrapur** vide RSD No 4818 dtd 27-06-2003. At time of execution of development agreement there was a **typographical error in area of plot and same incorrectly read as Ac: 0.041 Dec.** At the time of Mutation vide Case No 8713/2015 **Plot No 28, Khata No: 412/1172, Ac : 0.038 Dec** Mouza: Rudrapur was recorded in their name.

A supplementary Agreement has been entered into on 17-02-2021 and mistakes in the Development Agreement No 311 dtd 03-11-2015 has been corrected.

It is also clarified that Land Area over which BMC Plan has been approved in Ac 1.482 Dec. However area under possession as per BMC Plan is lesser than Land Area as per document.

Supplementary Development Agreement & Sale Deed for purchase are enclosed.

Devavrat Homes Pvt. Ltd

Schondhary
Managing Director

DEVELOPMENT AGREEMENT

No 311 Dtd 03-11-2015

भारतीय गैर न्यायिक

311



₹.10

TEN RUPEES

Rs.10



30AA 506640
DUSAN SAMANTARAY
NOTARY, GOVT. OF ODISHA
DIST-KHURDA, BBSR, ODISHA
REGD.No-88/2012
MOB-9439143015

ଓଡ଼ିଶା



L-T-S of Dr. Bhaskar Chandra Nayak & attached herewith
Smt. Samita Nayak
L-T-S of Smt. Sunita Choudhary & attached herewith
DEVELOPMENT AGREEMENT

This agreement is made on this 30th day of Nov 2015 at Bhubaneswar, in between Dr Bhaskar Chandra Nayak, aged about 43 Years, Occupation : Service S/o Sri Bimadhar Nayak & Smt Samita Nayak W/o Dr Bhaskar Chandra Nayak, Caste : Grahabipra, resident of at - Tulaasipur - Tulaasipur, Dist - Cuttack, Odisha which expression unless repugnant to the subject of context shall deem to mean and include their / his legal heirs, successors, representatives and assigns, herein after called the party of the First Part.

AND



M/s Devavrat Homes Pvt Ltd, a developer based at Bhubaneswar, represented by Smt Sunita Choudhary, Managing Director, W/o Rajiv Nayan Choudhary, aged about 50 years, Caste: Brahmin, resident of 209/20, Pragati Vihar, Chandrasekharpur, Bhubaneswar 751021, which expression unless repugnant to the subject or context shall deem to mean and include its successors in office, partners, representatives, administrators, executors and assigns, herein after called the party of the second part.

For Devavrat Homes Pvt.Ltd.

✓ Bhaskar Ch. Nayak 03-11-15
Samita Nayak 03-11-15

Sunita Choudhary
Managing Director
03-11-15

W1 Sunita Kumar Mallick
W2 SUMIL KUMAR

03.11.11

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DIST-KHURDA, BBSR, ODISHA
REGD.No-88/2012
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Whereas the party of the first part are absolutely seized and possessed or otherwise well and sufficiently entitled to all pieces or parcels of land described in Schedule.

And the First Party members was/is possessing the schedule property peacefully without dispute and also paying rent to the government and obtained rent receipts up-to-date.

AND WHEREAS, the First Party members hereby declare that the said property is free from all encumbrances, litigation, disputes, liens, attachments and charges etc and the First Party members is in peaceful possession over the said property having all rights, titles and interests etc.

Whereas the first party members have been nourishing desire to develop the property described in Schedule by constructing residential/commercial/residential cum commercial complexes with desired amenities comprising of independent units.

NOW THIS AGREEMENT WITNESSESTH and it is hereby agreed by and between the parties hereto as follows:

ARTICLE-1 : DEFINITION

Unless in these presents here is something is in the subject or context inconsistent therewith.

1. Property shall mean the entire land as described in the Schedule appended hereto.
2. Building shall mean the residential/commercial/residential cum commercial complexes with desired amenities comprising of independent units to be constructed/erected over the said property as per plan approved by **Plan Sanctioning Authority / Authorities**.
3. Common facilities shall mean and include corridors, common passage, stair case-cum-landings, equipments and accessories provided for in the building, lift, generator, motor pumps, electrical installations etc and other facilities required whatsoever for maintenance and/or management of the said building and enjoyment of various portions of the said building,.
4. Building plan shall mean the plan to be sanctioned and approved by the **Plan Sanctioning Authority / Authorities** and/or such other revised plan or plans with such modification or alteration which may be made thereto from time to time with the approval of competent authority/authorities for the purpose of constructing the building(s).
5. "Units" shall mean a portion of the floor space comprising of the residential complex capable of being exclusively occupied and enjoyed.
6. "proposed building" shall mean and include the buildings to be constructed and the land appurtenant thereto and all passages, the parking space, amenities provided thereto etc.

Phissem U. Nayak
Sanata Nayak



W1 Sarat Kumar Mallick
W2 SUNIL KUMAR

Sunita Choudhary

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7. Owners **Share** shall mean portion of the residential/commercial/residential cum commercial complexes with desired amenities comprising of independent units which shall be allotted / assigned to the party of the first part.
8. **Developers share** shall mean portion of the residential/commercial/residential cum commercial complexes with desired amenities comprising of independent units which shall be allotted / assigned to the party of the second part.
9. Force **Majeure**" means any event or combination of events or circumstances beyond the control of the Developer/Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Agreement, which shall include but not be limited to:

- ✓ acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- ✓ explosions or accidents, air crashes and shipwrecks, act of terrorism, war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- ✓ strikes or lock outs, industrial dispute etc particularly resulting in non-availability of cement, steel or other construction material, ;
- ✓ the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- ✓ any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;

inclement weather conditions namely intense heat/cold resulting in issue of Govt orders restricting working hours for the labourers or Months having rainfall more than 200 mm (as per rainfall data supplied by Metrological department).

ARTICLE-2 : COMMENCEMENT

This agreement shall commence on and from the 30th day of NOV. 2015.

3 Sunita Choudhary

Prasanna K. Nayak
Sunita Nayak

Saral Kumar Mehera

SUNIL KUMAR



03-1-14
DUSASAN SAMANTARA
NOTARY, GOVT. OF ODISHA
DIST. KHURDA, BBSR, ODISHA
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ARTICLE-3 : CONSTRUCTION

1. The first party hereby grant exclusive right of development of the said property to the second party on what is known as "as is where is basis" and the second party accepts the same for the consideration and subject to the terms and conditions herein provided.
With the signing of this agreement, the first party also agree, to place at the complete disposal of the second party, the physical and actual vacant possession of the said property and to irrevocably vest upon the second party the unfettered right to prepare and submit building plans before the authorities and obtain requisite permission, sanctions and approvals for development, construction and completion of the proposed building.
2. That, the second party agree to develop the said property at their own risk, cost and expenses and with their own resources in accordance with the plan approved by **Plan Sanctioning Authority / Authorities**.
3. That, responsibility to get the plan sanctioned by the **Plan Sanctioning Authority / Authorities** rest with second party at their cost.
4. The second party shall comply with the requirements and regulations of the **Plan Sanctioning Authority / Authorities**, Govt, local bodies as the case may be relating to the construction of the said building on the said property and shall obtain necessary approval from the authorities concerned as and when required.

Prasanna U. Nayak
Sanita Nayak

ARTICLE-4 OWNERS OBLIGATIONS

The owners hereby agree and covenant with the developers/promoters as follows:

1. Not to cause any interference or hindrance in the construction of the said building complex over the said land by the developers/promoters unless the developers/promoters act in a manner violating the terms of this agreement sanctioned and approved plan of Development Authority.
2. To obtain the ROR in their name and also convert the land for non-agricultural uses.
3. The owners give license and express permission to the developers to enter upon the said property and shall have absolute authority and competency to commence, carry on and complete the development of the land in accordance with the plan sanctioned by the **Plan Sanctioning Authority / Authorities**. **The said license to develop the property is personal and is not assignable without the consent of the owners.**
4. That, the owners shall at the request and cost of the developer sign and execute papers, documents, applications of approval of the building plans from any authority or department.

NOTARY
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REGD.No-88/2012
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BBSR, ODISHA
MOB-9439143015
GOVERNMENT OF ODISHA

W1 Saroj Kumar Mallick

W2 SUNIL KUMAR

4 Sunita Choudhary

5. The first party declare that, they are entitled to enter into this agreement with the second party and that they have not agreed, committed contracted or entered into any agreement with any other person in respect of the property and that they have not created any mortgage charge, encumbrances on the said property nor have done any act, deed or thing by reasons whereof the development of the said property may be affected in any manner.
6. To indemnify Second Party against the taxation liabilities, namely Income Tax, Service Tax, VAT/ Other Imposed Tax in lieu of the same, Property Transfer Fees namely Stamp Duty, Court Fee etc or any other arising out of development of property over their share i.e. Owners Share.

ARTICLE-5 – DEVELOPERS/PROMOTERS OBLIGATION

1. The project work shall be commenced with effect from the date of signing and execution of this agreement and construction from the date of approval of the building plan by the **Plan Sanctioning Authority / Authorities**.
2. Not to violate or contravene any statutory provisions, rules, regulations etc applicable for construction of the said building complex.
3. Any labour or workmen engaged for the construction of the building by the developer/ builder will be the employee of the developer/promoters. Any labour dispute or proceeding under workmen's compensation Act or any other acts / damage claims etc if any are the sole responsibility / liabilities of the developers/ promoters and the owners shall not incur any liability, responsibilities for the same.

Shri. U. Nayak
Sanita Nayak

ARTICLE-6 – CONSIDERATION

1. And whereas the first party members have agreed to grant to the second party the exclusive right of development of property described in Schedule by constructing residential/commercial/residential cum commercial complexes with desired amenities comprising of independent units and the second party has agreed to accept from the first party members exclusive rights of development of the said property. **The specifications of Development are detailed in Annexure 1.**
2. The Building shall be developed by the second party entirely at their cost over the property owned by First Party subject to conditions laid down in this agreement. In lieu of the development carried out the developed Building (i.e. residential/commercial/residential cum commercial complexes with desired amenities comprising of independent units to be constructed/erected over the said property) shall be shared between the two parties in the



w/ Sarat Kumar Mallick
w/ SUNIL KUMAR

ratio of owners share vis a vis Developers Share. Either party shall have absolute right over their share namely right to sell, enter into agreement with intending purchasers for sell, lease, let out or any other act whatsoever, gift, receive and appropriate payments etc.

3. In lieu of the property over which Building shall be developed by the second party, the Developers shall provide one 3 BR Flat (Core Flat) (with parking) to first party (Approximate Sale able Area 1400 SqFt). Clause 19 of ARTICLE-6 – CONSIDERATION is not applicable.
4. Taxation liabilities of all types arising out of development of said property including Property Transfer costs applicable if any over respective shares of two parties shall be borne by respective parties themselves.
5. It is agreed between the two parties that subject to Force Measure clause the project shall be completed by the second party in 30 months from date of approval of building plan by plan sanctioning authorities. In case of delay in handover by more than 3 months from stipulated date, the second party shall pay delay penalty @ Rs. 500/- month to first party.
6. That the second party have made a payment to the owners the sum of Rs.1000/- on date of signing the Agreement towards security deposit. Out of this Rs. NIL would be non refundable and balance would be adjusted against the owners share on completion of project.

In case project doesn't materialise due to reasons attributable owners, full security deposits would be refunded to the second party with interest @24% per annum. However in other case, i.e. project doesn't materialise due to reasons attributable developers, whole security deposit whole would be refunded without any interest thereupon within a period of a month.

7. Apart from Security deposits mentioned in Para above no other amount are payable to First Party by Second Party till completion of project. In case any amount is demanded by First Party before completion of this Agreement, the said would be paid against the cost of Land @ 2 Lakhs per Dec (1 Acre = 100 Dec) and subject to execution of SaleDeed for such quantum of land and reduction of owners share over such land.

8. Both the parties hereto above shall share the total units/built up area in the project building proportionate to their shares on each floor.

9. Within fifteen days of approval of plan of proposed building from plan sanctioning Authority second party shall communicate the first party exact distribution of units (Independent units) between first & second party as per the agreed percentages, on each floor. The distribution as proposed by the second party shall be final unless anything contrary is brought out by first party within ten days of issue of such distribution by second party. As already

Bhaskar U. Nayak
Sunita Nayak

w/1 Sarat Kumar Mallik
w/2 SUMIL KUMAR



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mentioned earlier either party shall have absolute right over their share of units namely right to sell, enter into agreement with intending purchasers for sell, lease, let out or any other act whatsoever, gift, receive and appropriate payments etc.

10.If the portion of such saleable units of either of the parties is less than the agreed percentage of such party, then the concerned party shall be compensated by the other party so as to make the share at par with their respective percentage of built up area at the prevailing market rate. It shall, however be open to the parties to arrive at any other suitable mode of computation for working out the compensation by mutual agreement.

11.That, the either party shall be at liberty to enter into agreement with intending owners for their portion of units for sell, lease, let out, gift receive and appropriate payments, and the other party shall not raise any objection to such agreement for transfer/assignment or disposition.

12.The second party shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the first party will not have any objection for the same. .

13.That, the first party hereby agree to execute and sign necessary documents, letters, power of attorneys, which may be required for carrying out the construction of the proposed building and to render all help and assistance to the second party to facilitate the construction of the proposed building on the said plot of land in accordance with the terms of the agreement.

14.That, the first party shall remain liable to encumbrance, if any, in respect of the said land up to the date of this agreement, the developers / promoters remaining liable for all encumbrances / liabilities created after this date, in relation to the land or proposed construction.

15.That, the first party and second party shall have the right to sue for specific performance of this agreement or any other supplementary contract which may be executed for non-compliance of any term and the suing party shall also have a right to recover cost and damages if any.

16.If during the course of construction of the project building any alteration, deviation from the sanctioned plans becomes necessary, desirable or advisable, the said alteration/change/deviations may be made only in conformity with modified plan after getting the same approved from plan sanctioning authorities and that as a consequence of such alteration/changes/deviations, if any compounding fees is levied by the plan sanctioning authority, the same shall be borne by the second party.

Bhaskar Ch. Nayak
Samanta Nayak

W1 Sarat Kumar Mallick

W2 SUMIL KUMAR

7 Sumita Choudhary



03.11.12
 JUSASAN SAMANTARAY
 NOTARY, GOVT. OF ODISHA
 DIST-KHURDA, BBSR, ODISHA
 REGD.No-88/2012
 MOB-9439143015

17. Immediately after signing of this agreement the first party shall execute an Irrevocable Power of Attorney in the name of second party which would give them license and express permission to enter upon the said property, right to prepare building plan. However the second party undertakes in their capacity as builders not to do or cause to be done any act, commission or thing which may, in any manner, flout, contravene and contravene any law, rules, regulations etc or which may amount to misuse of any authority or right hereby conveyed or breach of provisions of law. In case of non-performance or non-observance of such law, rule, regulation or condition of this agreement, the entire liability in that behalf shall be incurred or discharged by the second party and further more than second party undertakes to keep the first party entirely harmless and indemnified against all claims or demands resulting from the aforesaid non-performance and non-observance.

18. That, in case the said property or any part thereof now declared or represent to be belonging to the first party is found to be non-existent on account of defective title of the owners or any other person claiming title paramount to the owners, the first party shall be liable for all the damages, losses and cost sustained by the second party. Accordingly the first party agree and undertake to keep the second party and/or their nominee(s) harmless, indemnified against all claims and expenses which the builders and/or their nominee(s) may be made liable to pay or suffer in case their right and title is questioned.

19. This agreement also permits second party to enter into similar agreements with landowners of adjacent plots with a view to develop larger residential/commercial/residential cum commercial complexes with desired amenities comprising of independent units. In such an eventuality owners share shall be worked on prorata basis. Calculation formulae shall be as

under:

$$\frac{\text{Land area of owner}}{\text{Land area of Project}} \times \text{Total Constructed Area} = \text{Owners Share (Percentage)}$$

ARTICLE-7: MISCELLANEOUS

1. The name of the said building shall be decided by Developers.

ARTICLE-8: JURISDICTION

1. All accounts between the parties hereto shall be settled at the owner's place and/or at any other place as may be mutually agreed upon.



Prakash Ch. Nayak
 Samita Nayak

W1 Sarat Kumar Adhikari

W2 SUMIL KUMAR

8 Sunita Choudhary

03-11-15

D.S. SAMANTARAY
NOTARY, GOVT. OF ODISHA
DIST-KHURDA, BBSR, ODISHA
REGD.No-88/2012
MOB-9439143015

That in the event of breach of the terms and conditions of this Agreement or dispute or difference about interpretation or construction of any terms of this Agreement, the dispute shall be referred for arbitration in accordance with the provisions of the Indian Arbitration Act and the decision of the Arbitrator, appointed by mutual consent, shall be final and binding upon both the parties.

SCHEDULE

Mouza : Rudrapur, P.S. : Baliana, Tehsil : Bhubaneswar. Dist: Khurda, Plot No : 28 (Part) ,
Khata No : 384, Area : Ac 0.041 Dec

Bounded By

East : Sub Plot 5 & Part Plot,

West : Sub Plot 4(B) & Part Plot,

North : Part Plot , South : Plot 32

IN WITNESSES WHEREOF, the parties have hereunto put, set and subscribe their respective hands and seals on the date, month and year first above written.

Bhaskar Ch. Nayak
Samita Nayak
First Party
03-11-15

Witnesses
1 ✓ Sorsat Kumar Mallick
Sp. Pramkishore Mallick
B.T. Reshm - F/No-408.
G.G.P. Cols - BBSR.

Sunila choudhary
Second Party
03-11-15

2 SUNIL KUMAR
S/O - Kirtananday Mahato
Plot no - 209/20, Pragati Vihar
Sailashree Vihar, BBSR, Dist - Khurda
Chandrasekhar Das



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Specifications for Construction

1	Structure	:	R.C.C Frame structure with brick work in cement mortar as per design and specifications of structural consultants. Cement Brands: Ultratech/Konark/Birla Gold/Mahasakti/Zuari or equivalent Steel: SCAN/SMC/RANA/CONCAST/RELIABLE Etc or equivalent
2	Entrance door	:	HARD WOOD Frame. Factory Made FLUSH DOOR / Masonite Doors.
3	Other doors	:	HARD WOOD Frame. Flush door shutters, painted with two coats synthetic enamel on a coat of primer.
4	Windows	:	Aluminium Sliding windows.
5	Flooring	:	Vitrified Tiles flooring in flats & corridors.
6	Kitchen	:	Flooring : Marble, Counter: Granite/Marble, 24" high glazed tiles, Steel Sink, White glazed vitreous sanitary ware of ISI mark CERA or equivalent,
7	Bathroom	:	Flooring: Anti skid ceramic tiles, Walls: Glazed tiles upto 6' height in flats, Chromium plated C.P fittings of ESSCO classic or equivalent, Acrylic / fibreglass cistern in white colour.
8	Electrical	:	All internal wiring in concealed conduits with copper wires. All electrical switches and accessories of ANCHOR/equivalent.
9	TV Cable and Telephone	:	One T.V. point and one telephone plug provided in drawing room and Master bedroom.
10	Internal wall finish	:	POP/Putty Base. Primer, Distemper
11	External wall finish	:	Weather Coat over one coat of Primer.
12	Parking area/Roads	:	CC flooring
13	Stair landing & entrance	:	KOTA/Marble flooring as advised by our architect.
14	Generator	:	KIRLOSKAR / CROMPTON GREAVES or equivalent Generator of adequate capacity for common area.
15	Lift	:	Six passenger Jhonson / Bharat/ ECE / KONE elevator at all lifts position shown in FLOOR PLAN.



03-11-15
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Sunita Choudhary

03-11-15

W L Sarat Kumar Mallick
 W L SUNIL KUMAR

**Supplementary DEVELOPMENT
AGREEMENT**

Dtd 17-02-2021

NOTARISE

भारतीय गैर न्यायिक

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भारत



TEN
RUPEES

Rs.10

INDIA NON JUDICIAL



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DUSASAN SAMANTARA;
NOTARY, GOVT. OF ODISHA
BHUBANESWAR, ODISHA
REGD. NO.-88/2012
MOB-9439143015

Supplementary Development Agreement

M/s Devavrat Homes Pvt Ltd, represented by Mrs Sunita Choudhary, Aged: about 54 years W/o Rajiv Nayan Choudhary resident of 209/20, Pragati Vihar, Chandrasekharpur, Bhubaneswar 751021.

And

Mr. Bhaskar Chandra Nayak S/o Mr Bimadhar Nayak, aged about 48 years, by profession-Service, & Smt Samita Nayak W/o Mr. Bhaskar Chandra Nayak resident of At: Tulasipur, Dist – Cuttack-753008.

The party of the second part entered into development Agreement 311 dtd 03-11-2015 & also executed Regd GPOA bearing No 11081509511 dtd 03-11-2015 for development of Plot No 28, Mutation Khata No 412/1172 Pre Mutation Khata 384 Mouza: Rudrapur, Tehsil: Bhubaneswar, Dist: Khurda.

This supplementary agreement is executed in partial modification of Schedule of development Agreement 311 dtd 03-11-2015 (ON Page 9). Modifications are as under:

Item	As existed in Agreement 311 dtd 03-11-2015	As modified by this Agreement
Mouza	Rudrapur	Rudrapur
Khata No	384	Pre Mutation Khata : 384 Mutation Khata: 412/1172

Bhaskar Ch. Nayak
Samita Nayak

Devavrat Homes Pvt. Ltd
Sunita Choudhary
Managing Director



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NOTARY, GOVT. OF ODISHA
BHUBANESWAR, ODISHA
REGD. NO.-88/2012
MOB-9439143015

17-02-2017

Item	As existed in Agreement 311 dtd 03-11-2015	As modified by this Agreement
Area	Ac: 0.041 Dec	Ac: 0.040 Dec (As Per Sale deed) Ac 0.038 Dec (As Per Mutation ROR)

All other conditions of development Agreement 311 dtd 03-11-2015 remain unchanged.

Devavrat Homes Pvt. Ltd

Schoudhary
Managing Director 17/2/21

✓ Bhaskar Ch. Nayak

✓ Sanku Nayak



17-02-2017

DUSASAN SAMANTARAY
NOTARY, GOVT. OF ODISHA
BHUBANESWAR, ODISHA
REGD. NO.-88/2012
MOB-9439143015

Regd Sale Deed
No 4818 dtd 27-06-2003

M 5550

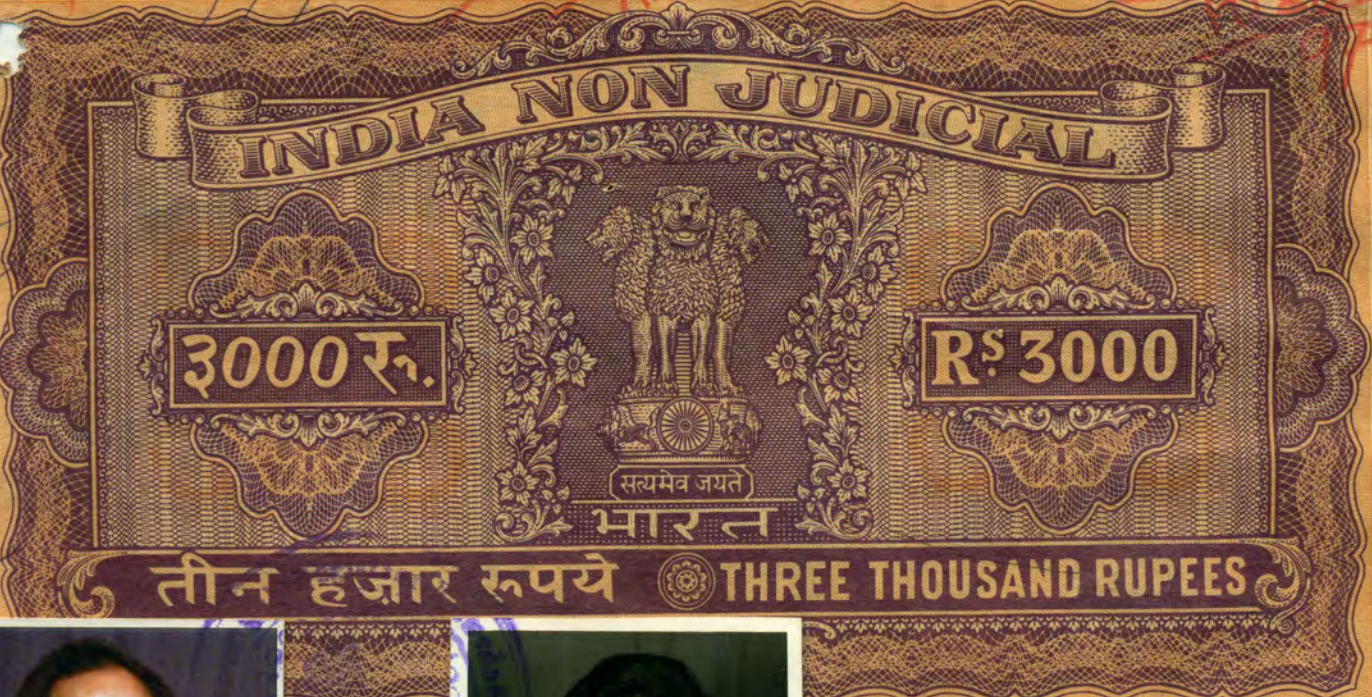
DMP NDC

us18

7040 + 2640 = 3000Rs.

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L.T. 908
Saraswati
Kumari
Mallik
Attested by [Signature]

L.T. 9
Sri
Bibekanda
Mohapatra
Attested by [Signature]



L.T. 908
Savitri
Nayak
Attested by [Signature]



Stamp duty text: Schedule-II (Additional Stamp duty Act, 1968) D. A. Act, 1984 exempted from...

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mallik
Managing Director 27.6.03

G.P.A holder of (1) Aswini Kumar Mohapatra
(2) Bibekanda Mohapatra (3) Sisir Kumar Mohapatra (4) Jagatananda Mohapatra (5) Smt. Snatcharyali Sahoo Mohapatra.

X Bhaskar Ch. Nayak

X Savitri Nayak 27.6.03

SALE DEED

Handwritten numbers: 1817, 100, 51, 4, 2

NAME & ADDRESS OF THE VENDORS:

- 1) Aswini Kumar Mohapatra, aged about 37 years.
 - 2) Sri Bibekanda Mohapatra, aged about 35 years.
 - 3) Sisir Kumar Mohapatra, aged about 33 years.
- all are sons of Jagatananda Sahoo @ Mohapatra.

Handwritten signatures and names: Savitri Nayak, Bipin Bahari Nayak, 27.6.03

NO 11313

27.6.03

3000

S. K Mallick

M.D. Beemurabudens

of Sahed negar

13300

Sahed negar

District Treasury, Khurda
Bhubaneswar
21 JUN 2003
Stamp Clerk
Ex-Officio Stamp Vendor



Barik
STAMP VENDOR
BHUBANESWAR

Sarat Kumar Mallick
27.06.03

appeared for registration on the office of District Sub-Registrar Khurda, Bhubaneswar between the hours of ... and ... on the 27th day of June 2003 by Sarat Kumar Mallick s/o Pradip Kumar Mallick of Plot near Sahed negar P.S. Sahed negar Khurda by Profession



13301

Sarat Kumar Mallick 27.06.03

Registered/Classified Agent Representative
Registrar Officer Bhubaneswar



13302

Bhasker Ch. Nayak
27/06/03

EXECUTION ADMITTED BY THE ABOVE
Sarat Kumar Mallick
Bhasker Chandra Nayak
Samita Nayak



13303

Samita Nayak
27/06/03

IDENTIFIED BY-
B. P. N. Bihari Nayak
S/o ...
BY ...
SERVICE | BUSINESS.

Bipin Bihari Nayak
Adv. BBR
27.6.03

REGISTERING OFFICER
BHUBANESWAR.



//2//

4) Jagatananda Mohapatra, aged about 63 years, son of Narotam Sahoo @ Mohapatra 5) Smt. Sradhanjali Sahoo @ Mohapatra, aged 49 years, wife of Jagatananda Mohapatra, all are resident of At/po-Naharakanta, Ps-Mancheswar, Dist-Khurda, represented through their General Power of Attorney Holder Sarat Kumar Mallick, aged 47 years, son of Pranakrushna Mallick, Managing Director of M/S. BEERUPA BUILDERS PVT. LTD. at Plot No. 21, Sahid Nagar, po/ps-Sahid Nagar, Bhubaneswar, Dist-Khurda, Vide GPA. No. 3510, dated 12.05.03 in the office of the DSRO, Bhubaneswar.

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mallick

Managing Director

G.P. A holder of C. Aswini Kumar Mohapatra

G.J. B. Beagananda Mohapatra, C/S.I.R.

Kumar Mohapatra (G) Jagatananda Mohapatra, (S) Sradhanjali Sahoo @ Mohapatra.

x - Bhaskar Ch. Nayak

Samita Nayak

Contd. p/3

Srinivasa Nayak

Bipin Bihari Nayak



//3//

NAME & ADDRESS
OF THE VENDEE:

1. Dr. Bhaskar Chandra Nayak, aged about 31 years, son of Bimbadhar Nayak, 2) Samita Nayak, aged about 29 years, wife of Dr. Bhaskar Chandra Nayak, both are resident of At-Hindolakothi, po-Tulasipur, Dist-Cuttack, by Caste:Grahapipra.

NATURE OF DEED:

S A L E D E E D

AMOUNT OF CONSIDERATION :Rs. 88,000/- (Rupees eighty eight thousand) only.

Cond. p/4

BEERUPA BUILDERS PVT. LTD.

Sarot Kumar Mallick

Managing Director

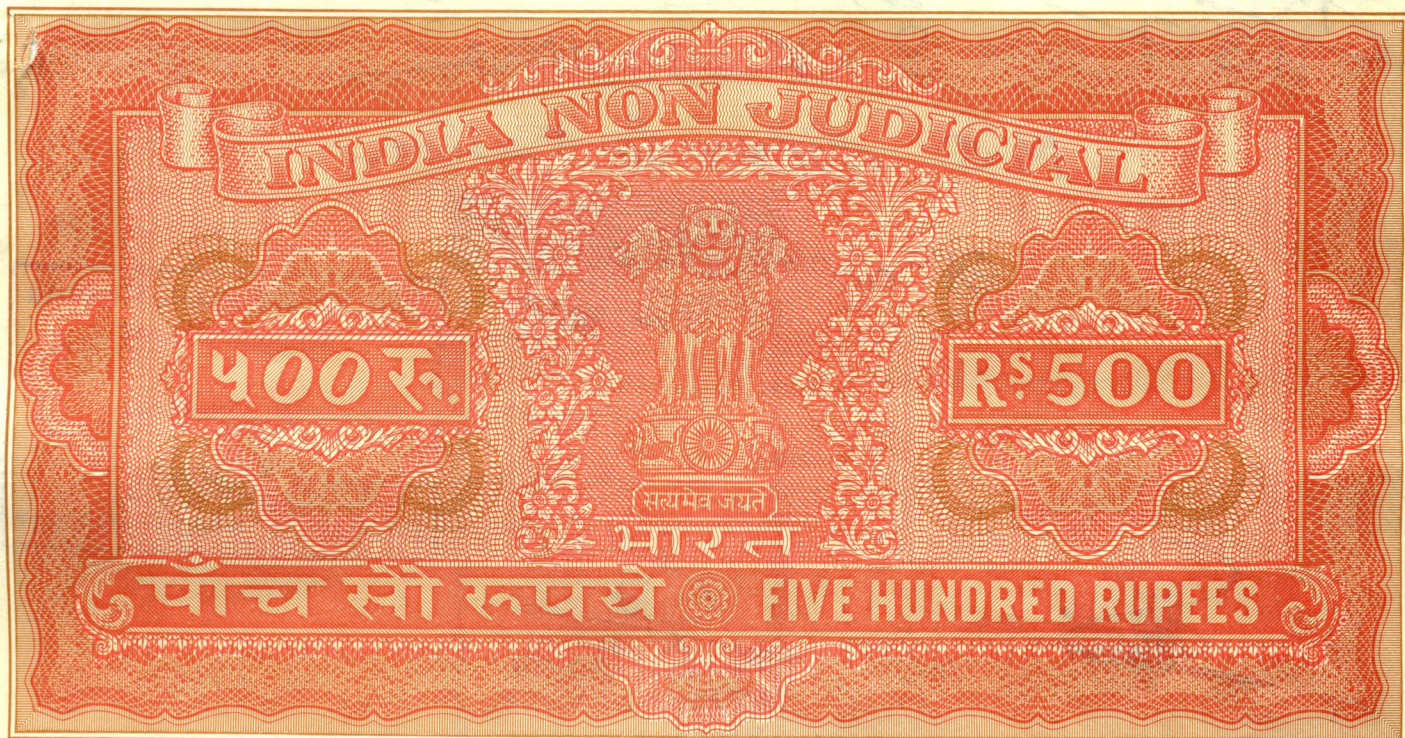
G.P.A holder of (1) Arwini Kerman Mohapatra
(2) Bibeknarada Mohapatra (3) S.S. in Kaman
Mohapatra (4) Jagannanda Mohapatra
(5) Sandhanjali Sahoo Mohapatra

Bhaskar Ch. Nayak

Samita Nayak

Sivarama Nayak

Bipin Bihari Nayak



//5//

The land is not within the lease/Govt acquire limit. The land is not within the jurisdiction of endowment and the land is within the Bhubaneswar Municipal area and the land within the chaka limit. The land is adjacent to the chaka of vendee. The fragmentation of chaka does not arise.

Contd. p/6

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mallik

Managing Director

G.P.A holder of (1) Aravind Kumar Mohapatra
 (2) Bibekaranda Mohapatra (3) Sisir Kumar Mohapatra (4) Jagatnaray Mohapatra (5) Smt. Sushanjali Mohapatra.

Bhaskar Ch. Nayak

Samita Nayak

Sriwadh Nayak

Bipin Bihari Nayak



116/1

WHEREAS the above named
 vendor are the legal owners
 and are in peaceful possession
 over the scheduled property
 which is mentioned above

Contd.p/7

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mallick

Managing Director

C.P.A holder of (1) Aswini Kumari Mohapatra -
 (2) Bickha Prada Mohapatra (3) Sibira Kumar
 Mohapatra (4) Jagatnarala Mohapatra (5) Smt.
 Snadhyani; 5000 Mohapatra.

* Basker Ch. Nayak

Samita Nayak

Kiswani Nayak

Bipin Bihari Nayak



11711

having all rights, titles,
 interests liens etc over the
 said property as absolute owner.

Contd. p/8

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mahila

Managing Director

G.P. Aholeroff (1) Aswini Karna Mohapatra
 (2) Bibeknanda Mohapatra (3) Sisir Kumar
 Mohapatra (4) Jagatnanda Mohapatra (5) Smt.
 Snadharjali Singh (Mohapatra).

* Bhubu Ch. Nayak

Samita Nayak

Kiswathi Nayak

Bipin Bihari Nayak



//8//

AND WHEREAS the vendors hereby
 declare that the said property
 is free from all encumbrances,
 litigations, disputes, liens.

Contd. p/9

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mallick

Managing Director

G.P.A holder of (1) Aswini Kumar Mohapatra
 (2) Bibeknaranda Mohapatra (3) Sisir Kumar
 Mohapatra (4) Jagadnaranda Mohapatra (5) Sant.
 Sadhanjali Saha @ Mohapatra

* Bhaskar Ch. Nayak

Samita Nayak

Kinemath Nayak

Bipin Bihari Nayak



11/9/11

attachments and charges etc.
 and the vendors are in peaceful
 possession over the same without
 any dispute.

Contd. p/10

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mallick

Managing Director

Co. P. Holder of (1) Aswin Kumar Mohapatra
 (2) Bibek Narada Mohapatra (3) Sisir Kumar
 Mohapatra (4) Jagatnanda Mohapatra (5) Smt.
 Sarita Devi Mohapatra
 Mohapatra, Bhubaneswar, Ch. Nayak
 Samita Nayak

Siswanath Nayak

Bipin Bihari Nayak



//11//

AND WHEREAS the vendors are in need of money for construction of their dwelling house and repayment of credit etc. looking forward for a customer to sale the said property, the details of which are given in the schedule above for a consideration of Rs. 88,000/- (Rupees eighty eight thousand) only.

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mallick

Managing Director

G.P.A holder of (1) Aswini Kumar Mohapatra
(2) Bibeknarada Mohapatra (3) Satin Kumar
Mohapatra (4) Jagannanda Mohapatra (5) Sanku
Sankhaziti, Sanku Mohapatra.

BASKER Ch. Nayak

Saneta Nayak

Contd. p/12

Srinewash Nayak

Bipin Bihari Nayak



//12//

AND WHEREAS the vendee is willing to purchase the said property mentioned in the schedule above and paid the full consideration money of Rs. 88,000/- in presence of the following witnesses and others to day the receipt of which is hereby acknowledged by the vendors.

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mallik

Managing Director

G.P. Holder & (1) Brijini Kumar Mohapatra
(2) Bibeknaranda Mohapatra (3) Sisir Kumar
Mohapatra (4) Jagatnaranda Mohapatra (5) Sant.
Sachchidan. Sahoo Mohapatra.

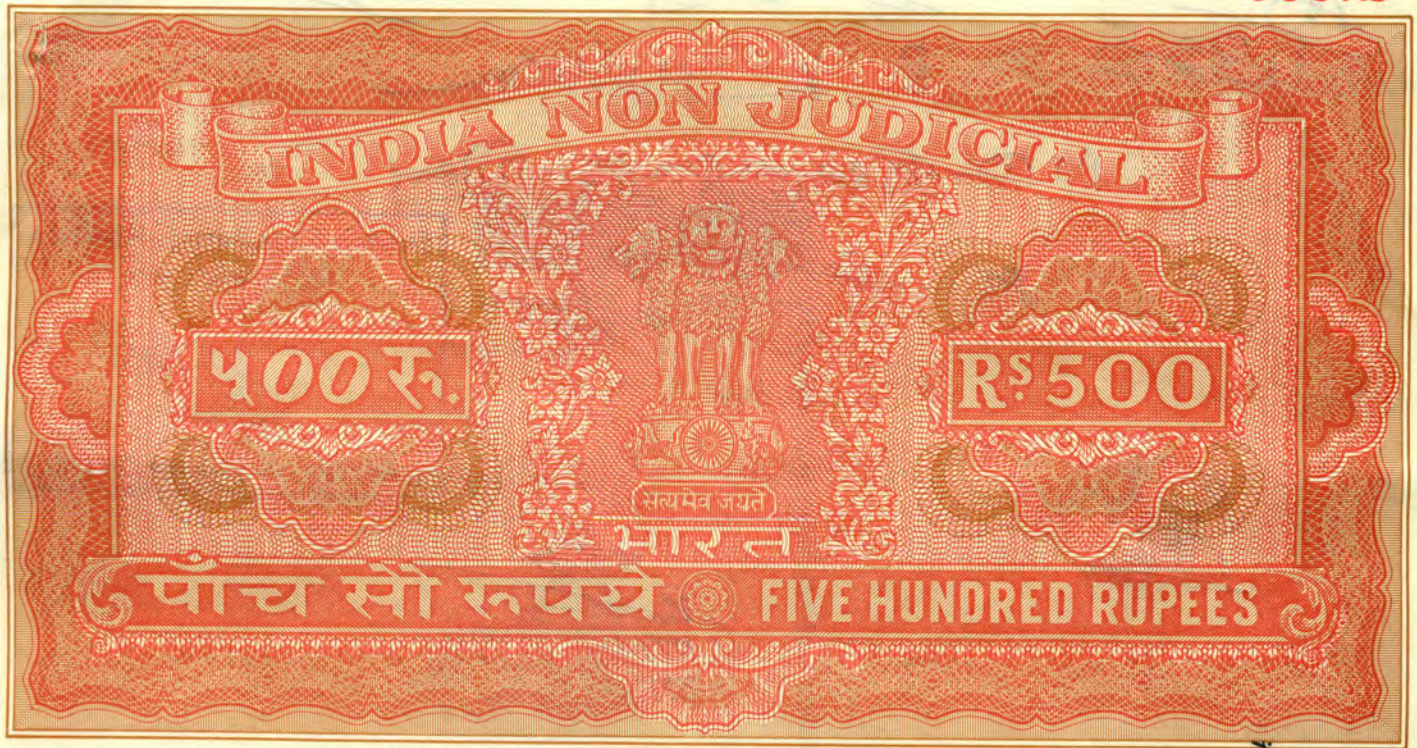
* Bhaskar Ch. Nayak

Sanita Nayak

Contd. p/13

Kinwarah Nayak

Bipin Bihari Nayak



//13//

AND WHEREAS the vendors, after receiving the aforesaid consideration money execute and register this sale deed to-day in favour of the vendee according to their free will and sound mind and hereby conveys, grants, transfers and assigns by way of this sale and makes the vendee owner of the land hereby sold by delivering and placing the vendee in peaceful possession together with all rights, titles, interests, profits and demands whatsoever in respect of the said property and the vendors their heirs, successors, assigns and representatives etc. become destitute of all rights, titles, interests, etc. over the said property.

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mallick

Managing Director

G.P. A holder of (1) Arvine Kumar Mohapatra.
(2) Bibeknanda Mohapatra (3) Sibisri Kumar Mohapatra (4) Jagannanda Mohapatra (5) Smt. Sanchayali Senapati Mohapatra.

x Blaker Ch. Nayak

Samita Nayak

Kisorendra Nayak

Bipin Bihari Nayak



//14//

WHEREAFTER the vendee are at liberty to get their name mutated in the Government and all other records and get the official records corrected pay rent and obtain receipts thereof to which the vendors or any of their heirs, successors, assignees and representatives will have no objection whatsoever.

Andwhereas the vendors further declare that, prior to this sale, they have neither transferred the said property to any one nor there exist any charges or encumbrances on the land hereby sold and conveyed.

Contd.p/115

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mallik

Managing Director

Gr. P. A. holder of (1) Aswini Kumar Mohapatra
(2) Bibekanda Mohapatra (3) Sisir Kumar Mohapatra (4) Jagatmoude Mohapatra (5) Smt. Sandhya Devi Mohapatra.

or Bhaskar Ch. Nayak

Savitri Nayak

Koushik Nayak

Bipin Bihari Nayak



//15//

AND WHEREAS the vendee is at liberty to sue and enjoy the land hereby sold and convey the same at their sweet will in any manner, their heirs, successors, assignees and representatives please and construct houses, structures, buildings and gardens etc. thereon.

If in future any defect is found in the title of the vendors of the said property and the vendee becomes disposed of it or any part thereof, as a consequence, the vendee, their heirs, successors, assignees and representatives etc. will have the rights, to sue against the vendors their heirs, successors assignees and representatives etc. and get refund of the consideration money together with interests, costs and expenses in a proper court of law.

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mallick

Managing Director

Co. P. A. holders of (1) Assin's 1/4 share Mohapatra
(2) Bihari's share Mohapatra (3) S. S. Mohapatra
Mohapatra (4) Jagadev Mohapatra (5) Smit
Sinha Mohapatra (6) Mohapatra

BASKER CH. NAYAK

Savitri Nayak

Kiswani Nayak

Bapi Bihari Nayak



//16//

In witnesses whereof we the above named vendors have signed this 27th day of June, 2003, on this sale deed in presence of the following witnesses.

WITNESSES:

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mallick
Managing Director

G.P.A. holders (1) Aswini Kumar Mohapatra
(2) Bibeknarada Mohapatra (3) Sisir Kumar
Mohapatra (4) Jagatnarada Mohapatra (5) Smt.
Sradhagayatri Sahoo (6) Mohapatra.

1. Anwarul Haque Nayak
8/0 Late Koushna Ch. Nayak
Heidal Kathi
Tulsipur
Cuttack

VENDORS.

Bhaskar Ch. Nayak
27/06/03

2. Bipin Bihari Nayak
Advocate. Bhubaneswar.
27.6.03

VENDEE.

Sanita Nayak
27/06/03

Bhaskar Ch. Nayak
27/06/03
Sanita Nayak
27/06/03

We the above named vendors & vendee do not belongs to Schedule caste or Schedule Tribe.

BEERUPA BUILDERS PVT. LTD.

Sarat Kumar Mallick
Managing Director

VENDOR S.

G.P.A. holder of (1) Aswini Kumar Mohapatra
(2) Bibeknarada Mohapatra (3) Sisir Kumar
Mohapatra (4) Jagatnarada Mohapatra (5) Smt.
Sradhagayatri Sahoo (6) Mohapatra.

VENDEE

Certified
client at
by me, 1
to the exarcur
language

11328

27-6-03

100

S. K. Mallick
M.D. Beenua Builders
H. Scheme Nagar
Bhubaneswar



[Signature]

[Signature]



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Volume No. 325
Page 61 TO 94
Being No. 4878
for the Year 2003

Registering Officer

27-6-03