





SICIL



**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. 50 Fees Paid : A(10)-2914600 ,, User Charges-1060 ,Total 2915660

Date: 03/07/2023

*Rajesh Kumar Nayak*  
Signature of Purchaser

*[Signature]*  
Signature of Registering officer

**Endorsement under section 52**

Presented for registration in the office of the Sub-Registrar, District Sub-Registrar, CUTTACK between the hours of 10:00 AM and 1:30 PM on the 03/07/2023 by **BAMAN CHARAN SWAIN**, son/daughter/wife of **LATE PRANAKRUSHNA SWAIN**, of **AT-JHANJIRIMANGALA, BASTI COLONY, PO-TELENGA BAZAR, PS-CUTTACK SADAR, DIST-CUTTACK-753009** by caste **General**, profession **Business** and finger prints affixed.

*Baman Charan Swain*

Signature of Presenter / Date: 03/07/2023

*[Signature]*  
Signature of Registering officer.

**Endorsement under section 58**

Execution is admitted by :

| Name   | Photo | Thumb Impression | Signature                 | Date of Admission of Execution |
|--|-------|------------------|---------------------------|--------------------------------|
| BAMAN CHARAN SWAIN   |       | <br>316542903    | <i>Baman Charan Swain</i> | 03-Jul-2023                    |
| MS LAXMI INFRA VENTURE PVT LTD REPRESENTED BY ITS MANAGING DIRECTOR RAJESH KUMAR NAYAK |       | <br>243939617    | <i>Rajesh Kumar Nayak</i> | 03-Jul-2023                    |

7



Baman Charan Swain

Per Deed  
A 29,14,560.  
40  
29,14,600.  
1060.  
29,15,660.

Registering Officer  
CUTTACK



Rajesh Kumar Nayak

Baman Charan Swain 3-7-2023  
M/s. Laxmi Infra Venture (P) Ltd.  
Rajesh Kumar Nayak 3-7-2023  
Managing Director

**DEED OF AGREEMENT FOR DEVELOPMENT OF LAND**

This deed of Agreement for Development is made on this 3rd day of July 2023 at Cuttack, Odisha

**Between**

**SRI BAMAN CHARAN SWAIN** aged about 61 years, S/o-Late Pranakrushna Swain, resident of At-Jhangiri Mangala, Basti Colony, Po-Telengabazar, Ps-Cuttack Sadar, Dist-Cuttack, Pin-753009, by Cast-Mahalayak, by Profession - Business, having Aadhaar No-7439-4255-1408 and PAN-AGHPS3698D, Mob:-7381048222 (Hereinafter called as **Land Owner/1st Party** which expression unless excluded by or repugnant to the subject or context shall deem to mean and include their legal Heirs, Representatives, Successors, Administrators, Executors, Agents and Assigns) Hereinafter called the owner of the **FIRST PART**.

Pranab Kumar Swain 3-7-2023  
W-2 Deepan K. Panda 3-7-2023



*AmT*

Registering Officer  
CUTTACK



And

M/s LAXMI INFRA VENTURE PVT. LTD., a company incorporated under the Companies Act, 1956, having its Regd. Office at Plot No.315, P.O./P.S.-Saheed Nagar, Bhubaneswar, Dist-Khurda, Odisha having CIN-U70101OR2011PTC013564 & Company PAN-AACCL0256A represented by its Managing Director Sri Rajesh Kumar Nayak, aged about 42 years, S/o- Sri Surendra Nayak, by Caste-Khandayat, by Profession-Business having PAN-AFMPN5217M, Aadhar No.957904190507, Mob:-9439201387 (Hereinafter called as the **Developer/ Promoter/Second Party** which expression unless excluded by or repugnant to the subject or context shall deem to mean and include its Directors, Successors, Executors, Administrators and Assigns) of the **SECOND PART**.

APPROXIMATE VALUE : Rs.14,57,28,000/-  
(Rupees Fourteen Crores Fifty-seven Lakhs Twenty-eight Thousand) only.

#### FLOW OF TITLE

The First Party hereby declared that he became lawful and recorded owner of the property as described below.

WHEREAS, the First Party is the absolute, bonafide and recorded Owner of the property under Mouza-Nuahat having Khata No.498/111, Plot No. 1390, 1380/3003 & 1380/3004, 1380/3031 & 1380/3030, Total area Ac.5.760decimals (which details described below as Schedule of Property) and the First Party is in peaceful possession over the said property.

WHEREAS, the schedule property was parental property and the 1<sup>st</sup> party recorded the said property in their name vide Mutation case No.200/2000 and obtained the ROR and paying the land revenue to the Govt of Odisha through the Tahasildar, Cuttack and obtained receipts thereof.

*Pranav Charan Sahoo 3-7-2023*

M/s. Laxmi-Infra Venture (P) Ltd.

*Rajesh Kumar Nayak 3-7-2023*  
Managing Director

*W1 - Priyanka Swain 3-7-2023*

*Deepak K. Panda 2-7-2023*

Identified by **PRIYANKAR SWAIN** Son/Wife of **BAMAN CHARAN SWAIN** of **AT-SAME PLACE** by profession **Business**

| Name            | Photo   | Thumb Impression  | Signature       | Date of Admission of Execution |
|-----------------|---|---|-----------------|--------------------------------|
| PRIYANKAR SWAIN |  |  | Priyankar Swain | 03-Jul-2023                    |



Date: 03/07/2023

  
Signature of Registering officer

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 : 105

Document Number : 10392301956

For the year : 2023

Seal :

  
Signature of Registering officer

Date: 03/07/2023



WHEREAS, the First Party is hereby declared that the below schedule of property is free from all encumbrances, litigations, disputes, liens, attachments and charges etc. and the First Party is in peaceful possession over the said property having all rights, titles and interests etc.

WHEREAS, the Second Party has duly verified the land records and all other relevant documents regarding ownership of First Party and concerned authorities/departments and also demarcated the schedule property along with boundaries.

WHEREAS, the First Party approached the Second Party to construct a Multi storied residential & commercial building over below schedule property and accordingly, Second Party agreed with this proposal and undertakes to do the said development and construction work on terms and conditions as mutually agreed by the Parties over the below schedule property at his own cost.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared by the Parties hereto as follows:-

#### ARTICLE-1 (DEFINITION)

Unless in these presents, there is something in the subject or context inconsistent therewith: -

- i. **Property** shall mean the entire land as described in the "Schedule of Property" appended hereto.
- ii. **Building** shall mean the building to be constructed / erected over the said property as per the approved plan of Cuttack Development Authority or of Cuttack Municipal Corporation and Registration before ORERA Authority and of other allied authority as per applicability.
- iii. **Land owner Mr. Baman Charan Swain** shall include each of his Successors, Heirs, Legal Representatives and Assigns etc.

*Baman Charan Swain* 3-7-2023  
M/s. Laxmi Infra Venture (P) Ltd.  
*Rajesh Kumar Nayam* Managing Director 3-7-2023  
WI- Priyanka Swain 3-7-2023  
*Deepak W. Pada* 3-7-2023



Registering Officer  
CUTTACK



- iv. **Developer M/s. Laxmi Infra Venture Pvt. Ltd.** shall include its Managing Director Sri Rajesh Kumar Nayak, his successors, executors, administrators and assigns etc.
- v. **Common Facilities** shall mean and include corridors, common passage, staircase, roof, equipment's and accessories provided in the building, 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 and land.
- vi. **Building Plan** shall mean the plan to be sanctioned and approved by the Cuttack Development Authority/ Cuttack Municipal Corporation/ ORERA 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).
- vii. **Units** shall mean a portion of the floor space comprising the residential complex capable of being exclusively occupied and enjoyed by owners individually.
- viii. **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.
- a) **Carpet area**- Saleable/usable carpet area of a residential flat/ apartment, unit as per the approved plan of CDA/CMC, excludes all common area, balcony, veranda, external wall area as per the definition of "Carpet area" envisaged in Housing & Urban Development Department Rules & Regulations and Notifications from time to time.
- b) **Built up area**- Saleable built-up area/ usable built up of a residential flat, apartment, unit, as per the approved plan of CDA/CMC, includes wall area excluding all common areas, staircase, lift corridor, duct area, other common areas like

Bannan charan Swain 3-7-2023

M/s. Laxmi Infra Venture (P) Ltd.  
 Rajesh Kumar Nayak  
 Managing Director

3-7-2023

Prayankar Swain 3-7-2023

Deepak K. Saha  
 3-7-2023



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Registering Officer  
CUTTACK



parking and circulation area as per the definition of "Common Area".

- c) **Super built-up area**- Saleable built-up area/ usable built-up area of a flat, apartment, unit as per the approved plan on which certain percentage of loading of constructed common areas is made excluding non-saleable common areas of the entire project used by allottees / flat owners/ apartment owners proportionately which to be calculated and certified by Architect.
- d) **Landowner's share**
1. Means 42%(up to Base FAR-2) and 21%( on rest of FAR) of the total built-up areas of residential flats/units of the entire residential project and 45% of the usable areas of commercial complex to be developed over the Schedule of property of Landowner/1<sup>st</sup> Party. as per the approved building plan of CMC/CDA.
  2. Each of the aforesaid flats shall be provided with roof-covered parking for four-wheeler vehicle.
  3. Landowner and or its allottees shall be entitled to enjoy all common facilities, amenities and services provided for the benefits of the residents/ allottees/ habitants in the project along with open parking.
  4. That the allotment of residential flats/units defining carpet area, built up area towards the "Landowner's Share" floor wise shall be confirmed with deed of allotment / Share allocation after approval of Building plan from CDA/BMC Authority.
- e) **Developer's share -**
1. Means rest 58% (Up to Base FAR-2) and 79%(on rest of FAR) (Excluding Landowner's share) of total saleable/usable built-up area of residential flats/units and 55% of the usable areas of commercial complex from the project to be developed over

Raman Charan Soodan 3-7-2023

M/s. Laxmi Infra Venture (P) Ltd.

Rajesh Kumar Nayam  
Managing Director

3-7-2023

W1 - Priyankar Swain 3-7-2023

Deepak K. Sode  
2-7-2023



*[Handwritten signature]*

Registering Officer  
CUTTACK



the Schedule of property of Landowner/1<sup>st</sup> Party as per the approved building plan of CMC Authority.

2. Developer and or its allottees shall be entitled to enjoy all common facilities, amenities and services provided for the benefits of the residents/ allottees/ habitants in the project along with open parking.
3. That the allotment of residential flats/units defining carpet area, built up area towards the "Developer's Share" floor wise shall be confirmed with deed of allotment / Share allocation after approval of Building plan from CDA/BMC Authority.
4. Mode of Computation for Proportioning the Share -

That, the parties hereto mutually agreed that in order to and for the purpose and in the process of proportioning the built-up areas in the allocated shares for the residential area up to Base FAR-2 of 42% and 58%, and on Purchasable FAR 21% and 79% amongst themselves, and on commercial complex 45% and 55%, if the portion of such saleable area falling in the share 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 market rate at the time of distribution between the parties. It shall, however be open to the parties to arrive at other mode of computation of the compensation payable in such situation by mutual agreement

#### **ARTICLE-2 (COMMENCEMENT)**

- i. That, this agreement of development shall commence on \_\_\_ day of June, 2023.
- ii. That, the Developer shall obtain Building Plan approval along with ORERA Registration over the schedule property as soon as possible and start the construction work at their own cost.

Bhawan Chandra  
3-7-2023

M/s. Laxmi Infra Venture (P) Ltd.

Rajesh Kumar Nayyar  
Managing Director

W1 - Priyanka Secain  
3-7-2023  
Deepak W. Jada  
3-7-2023



*[Handwritten Signature]*  
Registering Officer  
CUTTACK



- iii. That, Landowner has given the permissible possession to the Developer with an unfettered right to develop the Land in question for the construction of Multi storied residential apartment as per the terms of this agreement.

**ARTICLE-3 (CONSTRUCTION)**

- i. That, Second Party agreed to develop the said "Schedule of Property" at their own risk, cost and expenses and with their own resources after they obtain the requisite permissions, sanction and approvals from authorities concerned and thereafter to construct thereon the proposed building(s). The First Party agreed, in accordance with this agreement, to place permissible and actual vacant possession of the said "Schedule of Property" with the Second Party and to grant him exclusive right of development of scheduled land. The Second Party will prepare the building plan in consultation with the First Party and shall place it for approval before the competent authorities. The Second Party will submit building plan before the authorities and obtain requisite permission, sanction and approvals for developments, construction and completion of the proposed project with the signing of this agreement.
- ii. That, the building plan will be in accordance with the rules and regulations laid down by the CDA/CMC Authority as per applicability. The building shall be of first-class construction based on the specifications conforming to ISI/NBC Code of civil engineering practice and as per approved drawing and specifications.
- iii. That, the Second Party, at their own risk, cost and expenses, shall apply to the CDA/CMC/ORERA and other allied authorities for the requisite clearance, permission to construct/erect superstructure on the said "Schedule of Property". The project building plan and design shall be in accordance with the zonal plans in force for the said area.

*Baroon Chawan Escion, 3-7-2023*

*Ms. Laxmi Infra Venture (P) Ltd.*

*Rajesh Kumar Nayyar*  
Managing Director

*3-7-2023*

*W1 - Priyanka Swain 3-7-2023*

*Deepak K. Jada.*  
*3-7-2023*



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- a) All expenses/charges incurred in respect of approval/sanction or modification and/or alternation of the sanction plan and for any revised plan to be submitted for approval/sanction shall be borne by the Second Party.
- b) The requisite fees for sanction of the plan(s) shall be borne by the Second Party.
- c) To expedite sanction of such plan or plans shall be the responsibility of the Second Party.
- d) That, the Developer shall bear all the cost pertaining to obtain the necessary approval from CDA/CMC or any such Authorities/Departments for the development and construction of the said residential apartment over the Scheduled Land.
- e) That, the Second Party shall forthwith, on obtaining the approval of plan from CMC along with all statutory clearances from concerned departments including ORERA shall start construction over the said property in a substantial and workmanlike manner in accordance with the plans, specification and elevations to be sanctioned by the CDA/CMC, including any amendment, modification or variation or alteration to the said plans and specification which may be made by the Second Party.
- f) That, the building over the scheduled property shall be constructed under the direct control, supervision, guidance and liability of the Second Party and/or their agents.
- g) That, the Second Party shall make their best endeavours to complete/finish the said building in all respects (so as to benefit for occupation/habitation) and hand over physical possession of Land owner's share within 60 months from the date of Registration at ORERA. In the event the completion of the project spills over the stipulated time reasons beyond the control, an additional period of 12 months may be taken by

*Bharan Charan*  
*3-7-2023*  
 M/s. Laxmi Infra Venture (P) Ltd.  
*Rajesh Kumar Nayak*  
 Managing Director  
*3-7-2023*

*W1 - Priyanka Swain*  
*3-7-2023*  
*Deepak Mr. Poda.*  
*3-7-2023*





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the Second Party for the completion of the project, i.e 72 months from the date of Registration before ORERA.

- h) Share Allocation Agreement will be executed within 2 weeks from the date of approval of the building plan.
- i) That, it is further agreed by the Parties that First Party having accepted the scheme of the Developer, and the First Party has appointed the Second Party for developing his land.
- j) That, it is further agreed by the parties that, in consideration the 1<sup>st</sup> Party having accepted the scheme of the Developer, the 1<sup>st</sup> Party appointed the 2<sup>nd</sup> Party for developing the land and the 2<sup>nd</sup> Party have liberty for development of adjoining plots of others and adjoin the same lawfully and can merge the said adjoining plots with this scheme for development considered as one project at his own cost and risk.

**ARTICLE-4 (LAND OWNER/FIRST PARTY OBLIGATIONS)**

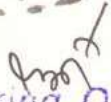
The Landowner hereby agreed and covenant with the Second Party as follows:-

1. That, the First Party shall execute and register one General Power of Attorney in favour of the Second Party granting right of development of the entire schedule property and the Second Party shall prepare the necessary Building Plan in consultation with and with prior consent and approval of the First Parties and submit the building plan before the CDA/CMC/ORERA and obtain no objection certificates from all concerned authorities for construction of residential building, sale of the flats with proportionate undivided right, title and interest of the schedule properties (as per the Share allocation agreement) and other requirements. The Second Party, however, takes all the liability and responsibility for getting the approval of building plan from the CDA/CMC/ORERA along with other relevant authorities concerned and shall make all necessary expenses for the same. The First Party will give necessary co-operation from time to time if required.

*Bharat Chandra Seshia* 3-7-2023  
M/s. Laxmi Infra Venture (P) Ltd.  
*Rajesh Kumar Nayyar*  
Managing Director 3-7-2023

*W1- Priyanka Saini* 2-7-2023  
*Deepak K. Sarda*  
2-7-2023



  
Registering Officer  
CUTTACK



2. That, the First Party do hereby give permissible possession to the Second Party to carry out the development work in terms of this deed of agreement.
- i. That, the First Party shall hand over the following original documents to the Second Party: a) ROR, b) Sale Deed, c) Updated Rent Receipt of the Schedule Property (d) link documents to the Second Party on the deed of this Agreement. The Second Party shall make Acknowledgment of the receipt of the above-mentioned original documents.
  - ii. That, however, the First Party is free to get certified copies of the said land records for his need.
  - iii. That, the First Party have granted exclusive unfettered right to the Second Party to carry out the construction of the project after obtaining the necessary building plan approval from CDA/CMC/ORERA.
  - iv. That, after obtaining necessary building plan from CDA/CMC/ORERA the Second Party shall make deed of allotment with the First Party and start the construction work with immediate effect.
  - v. That, the First Party shall not create any obstruction and hindrance to the Second Party, his men and machinery in any way whatsoever to carry out construction work of the project.
3. That, the Second Party shall construct the project in accordance with approved plan of CMC/ORERA and can enter into agreement for selling his share (Developer's share) with his intending buyers at such price and cost to which the First Party shall have no objection or obstruction, whereas the Second Party can only sell, transfer, alienate, rent out his portions of share.

Bhanna Chavan Esq. 3-7-2023  
M/s. Laxmi Infra Venture (P) Ltd.  
Rajesh Kumar Nayam  
Managing Director 3-7-2023

W/- Priyanka Swain 3-7-2023  
Deepak K. Poda 3-7-2023



*[Handwritten Signature]*  
Registering Officer  
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4. That, the First Party have no manner of objection if the Second Party advertises, markets, books, sales or offers for sale or invites persons to purchase towards Second Party's share in the entire project by executing necessary deeds.
5. That, the First Party declares that, he is entitled to enter into this agreement with the Second Party and he has not agreed, committed, contracted or entered into any agreement with any other person in respect of the property and he has not created any mortgage, charge, encumbrance or any interest on the said property nor has done any act, deed or thing by reasons whereof, the development of the said property may be affected in any manner and the Landowner shall have no manner of risk/ liabilities/ responsibilities of the construction of the building/ apartment over the schedule property.
6. That, the First Party have the right to inspect the said construction at all reasonable times by giving proper intimation to the Second Party.
7. That, the First Party is hereby agrees 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 and conditions of the agreement.
8. That, the 2<sup>nd</sup> party paid refundable/ adjustable security money of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs) only to the 1<sup>st</sup> party, which is hereby received and acknowledged by the 1<sup>st</sup> party and agreed to refund/ adjust the received amount at the time of allocation of share.

Bhawan Chaman Swain 3-7-2023

M/s. Laxmi Infra Venture (P) Ltd.

Rajesh Kumar Nayam  
Managing Director 3-7-2023

W1 - Priyanka Swain 3-7-2023

Deepak W. Bada.  
3-7-2023





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**ARTICLE-5 (DEVELOPER/SECOND PARTY OBLIGATIONS)**

1. That, the Project work shall be commenced with effect from the date of signing and execution of this agreement and construction work will start after the date of the approval of the building plan by the CDA/CMC and registration of project at ORERA.
2. That, both the First Party and the Second Party are entitled to have a map or plan sanctioned in the name of the First Party and Second Party jointly from the CDA/CMC and also obtain necessary permission/no objection from the different Govt. and other authorities as would be required for the purpose of development and construction of the residential building over the schedule property. However, the Second Party takes all the responsibility and liabilities for getting such permission/approval/no objection etc. from the concerned authorities at their own cost and expenses.
3. That, the Second Party agrees to complete the project in all respects as per provisions contained this Agreement. Second Party shall handover physical possession of his share in the project to the First Party with due written acknowledgement with all amenities.
4. That, both the First and the Second Parties shall be entitled to deal with their share respectively of the total built-up and or carpet area with proportionate undivided right, title and interest of the schedule property exclusively and execute any deeds such as agreement for sale/sale deed/conveyance deed etc.
5. That, it is further agreed by the Second Party that they shall construct the proposed building over the schedule property at their own risk and cost. The Second Party has right to take any loan by mortgaging any portion of the schedule property in any manner.

*Bhawan Chavan Savain* 3-7-2023  
*M/s. Laxmi Infra Venture (P) Ltd.*  
*Rajesh Kumar Nayam*  
*Managing Director* 3-7-2023

*W1- Priyanka Savain* 3-7-2023  
*Deepak Mr. Savain* 3-7-2023



*Handwritten signature*

Registering Officer  
CUTTACK



6. That, the Second Party shall take prompt action for completion of construction of building as per provisions of this Agreement. In no case the completion of the project shall extend beyond 72 (Seventy-two) months from the date of registration at ORERA unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature ("Force Majeure") affecting the regular development of the real estate project. If, however, the completion of the project is delayed due to the Force Majeure conditions, then the First Parties agrees that the Second Party shall be entitled to the extension of time for completion of the project, provided that such Force Majeure conditions are of such nature which make it impossible for the contract to be implemented. Both the parties agree and confirm that in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this agreement shall stand terminated.
7. The Second Party confirm that they shall utilize best materials and shall make construction according to the approved plan without deviation. In the event of any deviation during the course of execution of the work, then the Second Party shall be accountable for the same and the First Party shall have no manner of liabilities.
8. In case the Developer deviates from the Building plan or the specification thereof, the Land owner shall not be held liable for such conduct or illegal construction in whatsoever manner or the penalty imposed for such deviation by the Authorities for regularization and if in any case due to illegal construction the share of the Land owner or interest of Land owner is at loss the Developer shall be held entirely liable and accountable to compensate for such losses which shall be recovered from the Developer's share.

Bhawan Chandra Esaiar 3-7-2023  
 M/s. Laxmi Infra Venture (P) Ltd.  
 Rajesh Kumar Nayam 3-7-2023  
 Managing Director

W/- Priyanka Sarin 7-7-2023  
 Deepak K. Pooja 7-7-2023



*mt*

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9. That, the Land owner has entrusted the schedule property to the Developer in good trust and belief and the Developer undertakes not to create any kind of breach to the trust of the Land owner and make him liable for any transactions in whatsoever manner with his intending parties/allottees/ buyers etc. and shall not mis-utilize the General Power of Attorney vested to him in good faith.
10. That, the Developer shall not in any case transfer or assign the exclusive right of development to any third Party nor can appoint any sub agent/attorney to utilize the terms envisaged in General Power of Attorney vested to him in good faith and trust. In such case this Development Agreement and the General Power of Attorney would be revoked automatically and any such execution of documents will stand to nullity and the Developer shall have no claim over the schedule property of the Landowner in whatsoever manner.
11. That, the Second Party shall get the building plan approved, complete the project as per approval from CDA/CMC and hand over possession of the Land owner's share to the First Parties within the 72months from the date of Registration before ORERA.
12. That, it is specifically agreed by the Second Party that any labour or workmen engaged for the construction of the building by the Second Party will be the employer of the Second Party. The Second Party hereby declare that the First Party shall have no relationship with the employment of the aforesaid employees and any amount that may be awarded under any agreement, labour dispute or proceeding under workmen's compensation act or damage are the sole responsibility/liability of the Second Party and the First Party shall not incur any liability, responsibility for the same.

Barman Chandra Swain 3-7-2023  
 M/s. Laxmi Infra Venture (P) Ltd.  
 Rajesh Kumar Nayak  
 Managing Director 3-7-2023

Mr. Priyankar Swain 3-7-2023  
 Deepak M. Poda.  
 3-7-2023





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13. That, the Second Party shall provide free maintenance to the building as well as warranty to all installations with rectification of defects if pointed out by First Party /any allottee for One year from the date of first handing over of the building without charging any extra cost to the First Party /allottee or the Flat owners.
14. That, as decided and agreed upon that there would be absolutely no deviation from the authority, it is very much fair and justified that the Second Party should obtain occupancy/ completion certificate within a reasonable time from the date of first possession from the competent authority.

**ARTICLE-6 (CONSIDERATION)**

1. That, the Residential complex that will be constructed on the schedule property shall bear the name **"FRESH LIVING"**.
2. 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 Second Party shall remain liable for all encumbrances / liabilities created after this date, in relation to proposed construction.
3. That, the First Party and Second Party shall have the right to sue for specific performance of this contract/agreement or of any other supplementary contract which may be executed for non-compliance of any term and suing Party shall also have a right to recover cost and damage if any.
4. That, the First Party undertakes to constitute the Second Party as their attorney by executing General Power of Attorney duly registered for completing the exercise and effectuating the object in connection with the development/construction and completion of the project building. However, the Second Party undertake in their capacity as Second Party not to do or cause to be done any act, commission or thing which may in any manner flout and contravene any law, rule, regulation etc. which may amount to misuse of any authority or right hereby

Bhama Charan Bisain 3-7-2023  
M/s. Laxmi Infra Venture (P) Ltd.  
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Managing Director 3-7-2023  
W1- Priyanka Swain 3-7-2023  
Deepak K. Poela 3-7-2023



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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 furthermore the Second Party undertakes to keep the First Party entirely harmless and indemnified against all claims or demands during construction.

5. That, after completion of the project, the flat owners allotted by First Party and Second Party will jointly enrol as members of the Apartment Owners Welfare Society by paying the necessary membership fees, contribution and other regular charges, taxes etc. towards setting up the corpus fund of the society and will register the society before the concerned authority. The flat owners will also be bound by the rules and regulations of the society and be entitled to equal rights as other purchasers of the individual apartments.
6. The Second Party, at his own cost, shall undertake and complete the following works:
  - a) Installation of the Transformer and bringing electric connection for the entire apartment from the concerned electric department and giving electric connection to each flat and also to common places from the Transformer
  - b) Supply of water for 24 hours
  - c) Construction of boundary wall
  - d) Fire safety arrangement
  - e) Drainage & STP
  - f) Other facilities and amenities.
7. That, it is further agreed by the Parties hereto that they shall prepare a scheme for management and maintenance of the project after its completion by forming a society duly registered by competent authority as per the provisions of the Orissa Apartment Ownership Act, and the Developer will exclusively

*Ramesh Chandra Bisoi*  
3-7-2023  
M/s. Laxmi Infra Venture (P) Ltd.  
*Rajesh Kumar Nayak*  
Managing Director  
3-7-2023

*Mr. Priyankar Swain*  
3-7-2023  
*Deepak K. Panda*  
3-7-2023



*[Handwritten signature]*

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maintain assets of the project till the Regd. of society or for 1(one) year from the date of handing over possession to the first flat Owner or whichever is earlier. The consumable items during this period shall be borne by the occupants.

8. That, it is agreed by the Parties that, in case of death of any party then the legal heirs, successors in the interest will admit and acknowledge all the documents executed between the Parties relating to the development of the project without any further demand or any changes in terms and conditions.

#### **ARTICLE-7 (JURISDICTION)**

All disputes or differences that may arise between the Parties' right as to the interpretation of this agreement and any other subsequent supplementary agreement or as to claims of rights or obligations under this agreement and any other subsequent supplementary agreement or any breach or default or specific performance etc. shall be decided by mutual discussion and on failure, it will be decided by Civil Court under Cuttack Jurisdiction.

#### **ARTICLE-8 (ALLOCATION OF SHARE)**

It is agreed by the Parties that, both Parties will enter into allocation agreement after necessary building approvals from CMC & other Government Authorities as per agreed conditions.

#### **ARTICLE-9 (SCHEDULE OF PROPERTY)**

Dist-Cuttack, Tahasil – Cuttack, Mouza-Nuahat, Vide Khata No. 498/111,

- a) Plot No.1390, area of Ac.5.095dec out of Ac.5.8036, Total out of Ac-8.760  
b) Plot No.1380/3003 for an area of Ac.0.248dec.  
c) Plot No.1380/3004 for an area of Ac.0.248dec.  
d) Plot No.1380/3031 for an area of Ac.0.078dec  
e) Plot No. 1380/3030 for an area of Ac.0.091dec

Total One Khata, One Mouza, Five Plots, Total area of Ac.5.760dec, all plots Kisam-Gharabari, Status-Stitiban.

Boman Chohan Saini 3-7-2023  
M/s. Laxmi Infra Venture (P) Ltd.  
Rajesh Kumar Nayyar 3-7-2023  
Managing Director

W1- Priyanka Saini 3-7-2023  
Deepak K. Jaisla 3-7-2023





*hm*

Registering Officer  
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## ARTICLE-10 (BUILDING SPECIFICATION)

The Second Party shall undertake and complete the following at his own cost as per the specification.

- Foundation : RCC frame earth quake resistance structure with pile foundation.
- Structure bricks. : All walls are made in Fly-ash/AAC Block bricks.
- Door frame : Saal wood/ Precast.
- Door : Main Door-polished Solid teak wood with Godrej lock. All internal doors are of factory-made flush door with mica paste.
- Flooring : Vitrified Wooden Flooring tiles in Master Bedroom. Vitrified floor tiles in other areas. Protective Anti-skid Floor Tile in all Bathroom Areas.
- Granite : Staircase and all windows frame area. Polished Granite on Lift Fascia.
- Wall : Ceramic Wall tiles up to 7' height in all bathrooms.
- Kitchen : Granite slab in cooking platform with stainless steel sink. 2' height ceramic wall tile.
- Windows : UPVC frame sliding glass with protective MS Grill.
- Electric Fittings : Fire resistant insulated copper wire/cable in concealed conduits of RR cable/ Polycab/ equivalent company.  
A.C Points in all Bedrooms, Drawing & dining space.  
Switches & Sockets of Modular range of Legrand/equivalent.
- Painting : Putty finish with one coat primer and color. Weather coat in Exterior.
- Sanitary Fittings : Hot and cold-water provision in all Bathrooms and all CP Fittings are Hindware/ Jaquar/ equivalent Company.
- Lift : Adequate Passenger & Stretcher lift having The reputed brand for each block.

*Bhuvan Chandra Saxena*  
3-7-2023

*M/s. Laxmi Infra Venture (P) Ltd.*  
*Rajesh Kumar Nayyar*  
Managing Director  
3-7-2023

*W/- Priyanka Jain*  
3-7-2023

*Deepak K. Jaiswal*  
3-7-2023



*pm*

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Back-up power : Power back-up for essential common services, as well as Guard & Society room, corridor, street, boundary and other common lighting and power back up of 500watt for each flat with automatic switchover facility.

IN WITNESS WHEREOF, the Parties hereto having been agreed with the terms and conditions stated in this agreement are set and subscribe their hand and seal as token of free consent/will on this 3rd day of June, 2023 at Cuttack.

WITNESSES :

1. Priyanka Swain  
S/o - Baman Charan Swain  
At - Bastia Colony, Jhanjiri  
Mangala, Cuttack.

Baman Charan Swain

Signature of the First Party 3-7-2023

2. Deepak K. Panda  
S/o. Rabinarayan Panda  
Rasulgerh,  
Bhubaneswar

M/s. Laxmi Infra Venture (P) Ltd.

Rajesh Kumar Nayak  
Managing Director

Signature of the Second Party

3-7-2023

CERTIFICATE

Certified that the Executants of this deed of agreement for development of land are my clients and the deed has been processed in computer by my computer operator, according to my dictation and the contents of the deed was explained to the Executants, who being satisfied about the correctness of the same put their signatures in my presence and in presence of the witnesses.

Advocate

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3-7-2023



*[Signature]*  
Registering Officer  
CUTTACK