

26 JUN 2023

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INDIA NON JUDICIAL



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ASWINI KH. PRADHAN

NOTARY PUBLIC
Bhubaneswar

Regd. No.-ON-9212009

Mob-9437284969

57AA 367127

Affidavit for Non-Submission of Share Allocation Agreement for Project: Acrerise Aura Ph - II

Sheikh Mairajul Haque, S/o. Sheikh Amanul Haque, Authorised Signatory of Acrerise Realty LLP, Promoter (GPA Holder) of the proposed Group Housing Project "Acrerise Aura Ph - II" situated at Plot no 925 & 921/1327, Patapur, Dist. Cuttack, Odisha do hereby solemnly declare and state as under:

1. That the registered Joint Development Agreement dated 03rd December 2021, executed between Acrerise Realty LLP (Promoter) and Mr Bijay Kumar Mishra (Land owner) for the development of said Project is on "Net Revenue Sharing" basis and not on Area Sharing Basis.
2. That as per the Clause 4 of Registered Joint Development Agreement (JDA), Net Revenue realized as defined in JDA from the allottee/s against the sale of Saleable carpet Area of the Project shall be shared by Land Owner and Promoter in the Ratio of 17% to Land Owner and 83% to Promoter.

That the units of the Project are not allocated between the Land Owner and Promoter. The Promoter has the right to sell entire Saleable carpet area and collect Proceeds in Master Collection Bank Account, which shall be shared between Landowner and Promoter as per above ratio.



Acrerise Realty LLP
Acrerise Realty LLP

Designated Partner

Verification

The content of this affidavit are true and correct and nothing material have been concealed by me there from. Verified by me at Bhubaneswar on dated 26th June 2023

Acrerise Realty LLP

Deponent

Designated Partner

ASWINI KH. PRADHAN

NOTARY PUBLIC

Bhubaneswar

Regd. No.-ON-9212009

Mob-9437284969

Identified by me

Saiprasad Dash,
ADVOCATE
Orissa High Court

392107350

425 JDA



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INDIA NON JUDICIAL Government of Odisha

e-Stamp

Certificate No. : IN-OD02867348015518T
Certificate Issued Date : 01-Dec-2021 10:50 AM
Account Reference : SHCIL (FI)/ odshcil01/ CUTTACK/ OD-CTK
Unique Doc. Reference : SUBIN-ODODSHCIL0103873443295462T
Purchased by : ACRERISE REALTY LLP BY PARTNER SK MAIRAJUL HAQUE
Description of Document : Article IA-5(2) Agreement
Property Description : MOUZA PATAPUR
Consideration Price (Rs.) : 0
 (Zero)
First Party : BIJAY KUMAR MISHRA
Second Party : ACRERISE REALTY LLP BY PARTNER SK MAIRAJUL HAQUE
Stamp Duty Paid By : ACRERISE REALTY LLP BY PARTNER SK MAIRAJUL HAQUE
Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)



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

w/ Jitendra Kumar Mishra J. D. A

By Bijay Kumar Mishra

w/ Mairajul Haque

Acrerise Realty LLP
 By Mairajul Haque
Designated Partner

QT 0006114695

Statutory Alert:

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



Su Newajal Mishra
SIGNATURE OF PURCHASER



Su N
Registering Officer
CUTTACK



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)-300 ,A(2)-500, User Charges-1195 ,Total 1995

Date: 01/12/2021

Su N
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 01/12/2021 by BIJAY KUMAR MISHRA , son/wife of LATE BAIKUNTHA NATH MISHRA , of AT-OLD HOSTEL ROAD, PO/PS/DIST-NAYAGARH, ODISHA, PIN-752069 , by caste General , profession Service and finger prints affixed.

Prajyot Mishra

Prajyot Mishra

Signature of Presenter / Date: 01/12/2021

Su N
Signature of Registering officer



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 A3 10

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Bijay Kumar Mishra
 01.12.2021



Bijay Kumar Mishra
 L.O. of Sri Bijay Kumar Mishra
 is attested by Adv. P. Ravi
 1/12/21

no



Sri Harekrishna Mishra
 L.O. of Sri Harekrishna Mishra
 is attested by
 Adv. P. Ravi
 1/12/21

Agrerise Realty LLP
 Sri Harekrishna Mishra
 Designated Partner
 1.12.21
 Designated Partner

JOINT DEVELOPMENT / COLLABORATION AGREEMENT BETWEEN LANDOWNER AND PROMOTER FOR CONSTRUCTION OF MULTI STORIED BUILDINGS / HOUSING UNITS FOR RESIDENTIAL / COMMERCIAL ACCOMMODATION OVER COMPACT LAND AS DELINEATED IN THE SCHEDULE.

This Memorandum of Agreement executed on this 01st day of December, 2021.

Between

Sri Bijay Kumar Mishra, aged about 45 years, S/o. Late Baikuntha Nath Mishra, by Caste: Brahmin, by Profession: Service, Permanent resident of Villa: Old Hostel Lane, P.O./P.S./Dist. Nayagarh, Odisha, India PIN: 752069, PAN: AFOPB7067B & AADHAAR: 6639-8241-3541, hereinafter called and

W. Jitendra Kumar
 1.12.2021
 W. Jitendra Kumar
 1.12.21



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Registering Officer
CUTTACK

referred to as the **Landowner**, which expression unless excluded by or repugnant to the subject or context shall mean and include his legal heirs, successors, executors, administrators and assigns of the **Party of the First Part**. 7750057259

And

M/s. AcreRise Realty LLP, a Limited Liability Partnership Firm, incorporated under The Limited Liability Partnership Act, 2008 having its principal office at Plot No. A/295, AT/PS/PO: Saheed Nagar, Bhubaneswar 751007, represented by its Designated Partner, Mr. Sheikh Mairajul Haque, aged about 35 years, S/o. Mr. Sheikh Amanul Haque, resident of Reba Duplex, Reba Bagicha, Kalfa, P.S: Lalbag, Dist: Cuttack, by caste: Muslim, by profession: Business, PAN No ACPPH2385E , Aadhar No 8082-7809-1636 herein after called as the **Promoter**, which expression shall mean and include its successor in interest, directors and assigns of the **Party of the Second Part**, and meaning of which shall include the meaning and connotation assigned in terms of Real Estate (Regulation and Development) Act, 2016 and associated Rules and Regulations (hereinafter referred to as "**the Act**"). 9437225243

AND WHEREAS

The Landowner having a nourishing desire to construct a real estate project comprising of housing units, over the land in consideration. However, since the present landowner is otherwise pre-occupied with his pursuit of life and has no experience, proficiency and otherwise busy being unable to present before different authorities or any other concerned officer/ s and to perform certain things to facilitate selling/ undertake necessary measures for construction of the proposed multi-storied buildings comprising of independent flat / Carpet space / unit he has given an offer to the **Promoter** to construct the proposed housing complex over the land owned by the **Landowner**, herein that is in consonance with the building plans sanctioned and approved by the concerned authority/ies.. The landowner has entered into negotiation with the party of the second part who is engaged in the field of real estate and other civil constructional works of varied magnitude.

AND WHEREAS

With the object of providing housing units / Carpet space to the intending Allottees / purchasers, on emphasis of quality, the Landowner and




Bejoy Kumar Mishra
1.12.2024

AcreRise Realty LLP
Sheikh Mairajul Haque
Designated Partner
1.12.24



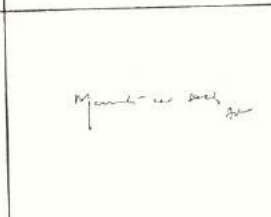
W. Jitendra Kumar Chelity
1.12.2024
W. Menbra Dahan
1.12.24

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
BIJAY KUMAR MISHRA		 314923034		01-Dec-2021
MS ACRERISE REALTY LLP REPRESENTED BY ITS DESIGNATED PARTNER SHEIKH MAIRAJUL HAQUE		 242952762	 REGISTERING OFFICER	01-Dec-2021

Identified by **MANMATH KUMAR DASH** Son/Wife of **LATE LAXMAN KUMAR DASH** of **AT- PASHANIA, PO-PATHURIAPADA, BANKI** by profession **Advocate**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
MANMATH KUMAR DASH		 42099297		01-Dec-2021

Date: 01/12/2021


Signature of Registering officer

the **Promoter** has jointly formulated a scheme for construction of real estate project comprising of residential flats, dwelling units, residential / commercial / mixed use of space etc. over a compact land belonging to the party of the first part i.e. the **Landowner**.

Kumar Mishra
1.12.2021

AND WHEREAS

The **Landowner** has given an offer to the **Promoter** for construction of real estate project / multi-storied buildings comprising of independent units in revenue sharing basis, wherein, the **Landowner** and **Promoter** shall share the net Revenue realized from the Project in the ratio as provided hereinafter in article number. 4 in this agreement and the finance is to be arranged by the **Promoter** which is to be exclusively utilized for this Project which includes residential /commercial/residential cum commercial, use space etc.

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Agreise Realty LLP
Designated Partner
1.12.21
Suharajul

AND WHEREAS

Party of the second part i.e. the **Promoter**, has accepted the offer for construction of multi-storied buildings over the compact land belonging to the party of the first part i.e. the **Landowner**. The negotiation is crystallized into a concluded contract by the offer made and acceptance thereof. **Promoter** has agreed to construct and develop the complex entirely at its own cost and finance arrangements. Several terms and conditions have been mutually agreed upon by and between the parties to avoid any future compliance, the terms so agreed upon are reduced to writing and as stated below.

AND WHEREAS

The **landowner** namely Sri. **Bijay Kumar Mishra** is the absolute owner of a compact piece and parcel of land covered under **Khata no 225/451, Plot no 925** Mouza: Patapur area **Ac 0.800** decimal, classified as Homestead. The **Landowner**, stated herein has all the exclusive legal rights to the land in consideration and that no other person/s have any

W - Jayendra Kumar Mishra
1.12.21
W - Jayendra Kumar Mishra
1.12.21

AND WHEREAS

The **Landowner** executed a Registered Irrevocable General Power of Attorney dated 1st / December / 2021 vide document no



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Registering Officer
CUTTACK

392107345 & Registration Number, DSRO etc in favor of "Promoter" and placed the Promoter as his sole Builder /Developer/Promoter for construction of the said Project over the land in consideration.

AND WHEREAS

It is indisputably declared that the party of the second part shall be the exclusive Promoter for construction of the proposed multi-storied building over the land belonging to the party of the First Part. Under the present agreement between the Landowner and the Promoter, the Landowner has conferred and vested the absolute right to the Promoter for initiating development of the said land by construction of housing arcade through necessary investments, obtaining approval of the building plans, ensuring effective construction and execution of the proposed real estate project comprising of housing complex over the land in consideration. Further, the marketability of flats / units in favour of the intending allottees / purchasers in consonance with the terms and conditions agreed by and between the parties as mentioned in the present agreement.

AND WHEREAS

The essence of this contract is the construction of the proposed real estate project comprising of Apartment/multi-storied buildings that shall be completed by the Promoter within a period of 36 months from the date of Registration of the Project at Odisha Real Estate Regulatory Authority (ORERA), after receiving approval of the building plan by the Cuttack Development Authority or Cuttack Municipal Corporation or any other Competent authority and receipt of Commencement certificate from the Competent authority. Considering the magnitude of the project, its successful construction, execution, completion and marketability of the housing units, financial implication, allotment and assignment of Saleable area and its equivalent Carpet Area / built-up-area as per the Approval received from Cuttack Development Authority or any other Competent authority shall be carried out by Promoter as specified and crystallized in this Development Agreement. The party of the First Part has delegated exclusive right to the Promoter for constructing and executing the housing scheme, with the dominant object of completing such project within the scheduled time.

Date of Commencement:

This agreement shall commence from the 1st day of December 2021.

Brijraj Kumar Mishra
1.12.2021

Acetrisse Realty LLP
Designated Partner
1.12.24
Dr. Manoj Kumar Mishra

W - Jitendra Kumar Mishra
1.12.24
W - Manoj Kumar Mishra
1.12.24



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1. **DEFINITIONS:**

Unless there is anything in the subject or context contrary to and/or repugnant and/or inconsistent thereto, and in complete consonance with the definition and implication of the **Real Estate (Regulation and Development) Act, 2016 as well as associated Rules and Regulations, the term:**

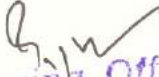
- A. **"Apartment / Multi-storied building / Project"** (as the case may be) shall include, the proposed residential /commercial/residential-cum-commercial, mixed-use Development, multi-storied building(s), residential blocks /towers etc. to be constructed and executed over the land in consideration i.e., this **"Project Land"** along with **"Adjacent Land"** (if any) with provision of common facilities, amenities, conveniences and on-site infrastructure facilities.
- B. **"Applicable Laws"** means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other government restriction or any similar form of decision or determination(s) by, or any interpretation or administration of Government of India / Government of Orissa or Cuttack Development Authority (CDA) Cuttack Municipal Corporation (CMC) or by any Government Authority(ies) or instrumentality(ies) thereof, as may be in effect on the date of this Development Agreement during the subsistence thereof and shall not include any change in decision of the Authority subsequent to execution of this Development Agreement adversely affecting the right title and interest of the **Promoter**, CDA/CMC and the Confirming Party herein.
- C. **"Applicable Permits"** means any or all permissions, licenses, sanctions, clearances, authorizations, consents, rulings, exemptions, no-objections, approvals of and / or from any Government Authority(ies)/ Bodies and any other quasi-governmental, administrative, judicial, public or statutory body, ministry, department, agency, authority, board, bureau, municipality, corporation or body entrusted with and / or carrying out any statutory functions or commissions, required from time to time, as per Applicable Laws required in connection with the project and for undertaking, performing or discharging the obligations or fulfilment of the purpose as contemplated by this Development Agreement.
- D. **"Architect"** shall mean a person registered as an architect under the provisions of the Architects Act, 1972 to be engaged by the party of the

Pooja Kumar Mishra
1.12.2024

Agreisco Realty LL
Sushant Kumar Mishra
Designated Partner
1.12.24

W - Jitendra Kumar Jorahy
1.12.24
SW - Member in Charge
1.12.24




Registering Officer
CUTTACK

second part in its decision for conception, designing, and supervising constructions of the proposed multi-storied buildings over the land and who may take structural designs from a structural engineer.

- E. **"Business Day"** means a day on which banks are generally open in Cuttack, State of Orissa, for transaction of normal banking business.
- F. **"CDA"** refers to Cuttack Development Authority & **"CMC"** Shall refer to Cuttack Municipal Corporation
- G. **"Change in Law"** means occurrence of any of the following events after the execution of this Development Agreement.
- H. **"Commencement Certificate"** means the commencement certificate or the building permit or the construction permit or by whatever name called, issued by the competent authority that allows or permits the **Promoter** to begin development work on an immovable property, as per the sanctioned plan.
- I. **"Competent Authority"** means the local authority or any authority created or established under any law for the time being in force by the Appropriate Government which exercises authority over land under its jurisdiction and has power to give permission for development of such immovable property.
- J. **"Common Areas"** means:
- (i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - (ii) The Staircases, lifts, staircase and lift lobbies, fire escapes, common entrances and exits of buildings;
 - (iii) The common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - (vi) The water tanks, sumps, motors, fans, compressors, ducts and all

Pradyum Kumar Mishra
11.12.2021

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Sanjayrajit
Designated Partner
1.12.21

w - Jitendra Kumar Ghosh
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w - Momenul Haque
1.12.21



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- apparatus connected with installations for common use;
- (vii) All community and commercial facilities as provided in the real estate Project;
- (viii) Any other portion of the Project necessary for its maintenance, safety, etc., and in common use.
- K. **“Construction Completion Certificate”** means the registered technical persons /architect /accredited technical person/ Project Management Organization shall issue to the Promoter, a **Certificate of Completion** as prescribed in the Odisha Development Authorities (Common Application Form) Rules, 2016, which may be submitted by Promoter as notice to the Authority indicating that the building has been completed in all respects as per the approved plan.
- L. **“Construction Completion Date” or “Scheduled Construction Completion Date”**: refers to the date on which the registered technical persons/architect/accredited technical person/ Project Management Organization and Promoter issues the Construction Completion Certificate to CDA or ORERA (as the case may be), certifying the completion of the construction activity relating to the Project Facilities.
- M. **“Extended Project Completion Period”** means the extended period of the scheduled date for the completion of the project, as per the extended completion date received from CDA/CMC/ORERA or any other competent authority, as the case may be.
- N. **“Floor Area Ratio (FAR)”** means the quotient obtained by dividing the total covered area on all floors with the area of the plot excepting areas specifically exempted under these regulations, by the total area of the plot.
- O. **“Force Majeure Event”** means any event or circumstance or a combination of events and/or circumstances set out hereunder or consequences thereof that affect or prevent the party claiming to be affected by the Force Majeure event (the “Affected Party”), from performing its obligations in whole or in part under this Development Agreement and on the occurrence of such event or circumstance (a) is beyond the reasonable control and not arising out of the fault of the affected party, (b) could not have been prevented or reasonably overcome by such party with the exercise of reasonable skill and care in relation to the implementation of the project,(c) the affected party has been unable

Acresis Realty LP

Su. Manoj Kumar Mishra
Designated Partner
1.12.21

Preraj Kumar Mishra
1.12.2024

w. Jitendra Kumar Mishra
1.12.21

W. Manoj Kumar Mishra



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CUTTACK

to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care, (d) which do not result from the negligence of such party or the failure of such party to perform its obligations hereunder, (e) which are of an incapacitating nature and of a severe magnitude, (f) has a material adverse effect on the transaction as contemplated between the parties herein, and (g) which prevent, restrict or interfere with the performance of obligations by the affected party under the Agreement such events include:

- i. Acts of God or natural disasters or events beyond the reasonable control of the affected party, which could not have been reasonably anticipated to occur, including but not limited to storm, cyclone, typhoon, hurricane, tsunami, whirlwind, flood, landside, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the site and /or the implementation of the project, and also the operation and maintenance thereof.
- ii. An act of war (whether declared or undeclared), war like conditions, invasion, armed conflict or act of foreign enemy, in each case involving or directly or indirectly affecting the site;
- iii. Blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or, military action or other civil commotion, act of terrorism or sabotage in each case within the site or near vicinity.
- iv. Strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide, or political, affecting the site.
- v. Explosion within the site or near vicinity, including nuclear explosion or an explosion resulting from an act of war.
- vi. Epidemic / Pandemic famine, other epidemic quarantine or plague, virus outbreak within the country.
- vii. Order of the Government of Odisha or India to Stop Construction work, curfew/lockdown issued by the government and related orders.
- viii. Destruction of infrastructure beyond the control of the affected party thereby, revocation of applicable permits, no objections, consents, licenses, exemptions, etc. Granted by Government Authority and/or statutory authority, change in law, action and/or order by Government authority and /or statutory authority, action or act of commission or omission by government Authority.

Poojy Kuman Mishra
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Acerrise Realty LLP
Su Naitraj Mishra
Designated Partner
1.12.21

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Su Naitraj Mishra
1.12.21



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- ix. Any judgment or order by any court of competent jurisdiction or statutory authorities in India against the **Promoter** or Landowner for reasons other than failure of the **Promoter** or any person claiming through or under, to comply with the applicable law, applicable permits etc. or on account of breaches thereof or of any contract or enforcement of this development Agreement or exercise of any of its rights under this Development Agreement.
- x. Any event or circumstances of a nature corresponding to any of the above-mentioned events/happenings.
- P. **“Good Industry Practice”** means exercise of degree of skill, diligence, prudence, and those practices, methods, specifications and standards of engineering, procurement, construction, equipment, safety, operation and performance that may be subject to change from time to time, and which would reasonably and ordinarily be expected to be used by a skilled and experienced construction contractor and/or operator, in a project of the type and size similar to the project.
- Q. **“Development Agreement”** means this Agreement including recitals, Appendices and attachments hereto as may be amended, supplemented or modified in accordance with the provisions hereof with all schedules from time to time as may be mutually agreed to by and between the parties here to in writing.
- R. **“Land”** shall mean the area as described and delineated in the schedule written hereunder.
- S. **“Landowner”** shall mean the party of the First part as set-out in the cause title.
- T. **“Land Use”** means use of the land proposed in the Interim Development Plan or Comprehensive Development Plan or Zonal Development Plan or Local Development Plan.
- U. **“Local Authority”** means the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction.
- V. **“Occupancy Certificate”** means the certificate of occupancy, or any such other certificate by whatever name referred to, issued by the competent authority permitting occupation of any building, as provided

Pratish Kumar Mishra
1.12.2024

Acerise Realty LLP
Sudhakar Mishra
Designated Partner
1.12.24

W. Jitendra Kumar Yadav
1.12.24
S. Manish Kumar
1.12.24



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Registering Officer
CUTTACK

under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.

- W. **ODA Rules 2020**: means Odisha Development Authorities (Planning and Building Standard) Rules, 2020 which shall extend to all “development areas” which are so declared under Sub-Section (1) of Section 3 of the Odisha Development Authorities Act, 1982.
- X. **“On-Site Infrastructure Facilities”** means and includes the internal roads, pavements, drains, sewerage, sidewalks, perimeter fencing, street lighting within the perimeter, electricity sub-stations, electricity mains, water harvesting, waste disposal systems, sewage treatment plant (STP), telecom services, logistics center, fire-fighting systems, and utility corridor and green belt development within the perimeter of the site etc., as applicable.
- Y. **“ORERA Rules”**: In pursuance of Section 84 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), the State Government has made the **Odisha Real Estate Regulation Act, 2017**.
- Z. **“Planning Authority”**: shall mean the Planning Member and / or other Planning Officials of the Cuttack Development Authority and / or Cuttack Municipal Corporation or any other Competent Authority/ agencies.
- AA. **“Project Land”** shall mean the property to be assigned by the **Landowner** to the **Promoter** by this Agreement and it’s net usable land for the construction/development of Residential / commercial / Mixed Complex comprising of independent Unit/s excluding any portion of land which is not in final possession (if any) of **Landowner**. And **“Adjacent Land”** shall mean any other land is owned by the same **Landowner** or by other party /person and it is physically connected to this “Project Land” which shares a common boundary. The **Promoter** may acquire the “Adjacent Land” through Sale Deed or General Power of Attorney along with a Development Agreement and amalgamate with this “Project Land” for the construction/development of Residential / commercial / Mixed Complex comprising of independent Unit/s.
- AB. **“Promoter”** shall mean **M/s. AcreRise Realty LLP**, a Limited Liability Partnership Firm, incorporated under The Limited Liability Partnership Act, 2008 vide LLPIN: AAZ-4759 having its principal office at Plot No. A/295, AT/PS/PO: Saheed Nagar, Bhubaneswar 751007, represented

Poojary Kumar Mishra
1.12.2024

AcreRise Realty LLP

Suhaita Singh
Designated Partner
1.12.24

w - Jitendra Kumar Mishra
1.12.24

w - member
1.12.24



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CUTTACK

by its Designated Partner, Mr. Sheikh Mairajul Haque, aged about 35 years, S/o. Mr. Sheikh Amanul Haque, resident of Reba Duplex, Reba Bagicha, Kaffa, P.S: Lalbag, Dist: Cuttack

- AC. **"Prospective Purchasers/ Allottee(s)"** In relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the **Promoter**, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.
- AD. **"Real Estate Project"** shall include the development of a building or a building consisting of apartments, for the purpose of selling all or some of the said apartments, and include the common areas, the development works, all improvements and structures thereon, all easement, rights and accessories belonging thereto.
- AE. **"Sanctioned Plans"** Means the approved site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and any other permissions, which are approved by the competent authority prior to start of a real estate project; including revised plans with such modifications and alterations which may be made thereto by the competent authority.
- AF. **"Supplementary Agreement"** shall mean the additional Agreement required to execute for any specific purpose which shall have overriding effect on terms & Clauses for that specific purpose but shall not have any overriding effect to this whole Development Agreement.
- AG. **"The Real Estate (Regulation And Development) Act, 2016"** An Act to establish the Real Estate Regulatory Authority for regulation and promotion of the real estate sector and to ensure sale of plot, apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner and to protect the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal and also to establish the Appellate Tribunal to hear appeals from the decisions, directions or

Pooja Kumar Mishra
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Acserise Realty LLP
Sheikh Mairajul Haque
Designated Partner
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orders of the Real Estate Regulatory Authority and the adjudicating officer and for matters connected therewith or incidental thereto.

- AH. **"Unit"** shall mean independent house, flats, apartments, commercial, parking area, comprised of in the proposed housing / commercial complex to be constructed over the land.
- AI. **"Saleable Area"** shall mean and include in relation to the **Project**, built up Area constructed and developed on the **Project Land**, including car parking area and any other areas and facilities made available for sale to and charged for, from ultimate buyers/allottees/purchasers/customers of the **Project**. The same Saleable Area can be termed as Super Built-Up Area (as the case may be) to be mentioned in all sales prospectus/ Brochures
- AJ. **"Gross Revenue"** shall mean and includes any and all revenue and proceeds on account of sale or other disposal of saleable Area including but not limited to any advance bookings, and shall include the basic sale price, preferential location charges car parking allotment fee and all other charges that are recovered or recoverable from the customer/allottee of the **Project** less any charges paid towards refund / cancellation amount with or without interest.
- AK. **"Net Revenue"** shall mean the revenue remaining after excluding out of Gross Revenue applicable output GST and/or any other applicable tax, Club/amenities Development & Membership Charges, Interest free Maintenance Security, Maintenance Charges including advance amount collected towards maintenance charges, contribution towards any corpus fund, legal charges in relation to execution of registration of agreement for Sale , Sale Deed and any other legal documentation, owners Association membership charges, electric grid line sanction and erection charges, electric sub-station charges, electricity meter connection charges, water meter charges, LPG Gas or Piped Gas connection charges, unit /flat modification charges, Interest Collected towards Delay payments, Cheque Bounce charges, unit cancellation charges, payment collected due to increase on account of Development charges payable to Competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time, or any other similar charges payable or paid by the Allottees /Purchaser of Saleable Area/unit/Flat.

Pooja Kumar Mishra
01.12.2024

Acrerise Realty Lt. P.
Sru Shrivastava
Designated Partner
(01.12.2024)

w. Pooja Kumar Mishra
1.12.24
w. Pooja Kumar Mishra
1.12.24



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2. INTERPRETATION:

- a) This Development Agreement, and all other agreements and documents forming part of this Development Agreement are to be taken as mutually explanatory and, except otherwise expressly provided elsewhere in this Development Agreement, the priority of this Development Agreement and other documents forming part hereof shall, in the event of any conflict between them, be in the following order:
- b) This development Agreement; and
- c) All other agreements and documents forming part thereof,
i.e. the Development Agreement at (i) hereinabove shall prevail over the agreements and documents at (ii) hereinabove.

3. Scope of project and access to site:

The scope of the project shall mean and include, during the Term:

- a) The conceptualizing, planning, designing, financing, construction of the Assets and project Facilities upon the site as per Good Industry Practice, for the purposes of the Construction Integrated Residential/ Commercial Complex/ Apartment / Multistoried Building on the site and its subsequent use as an Integrated Complex Apartment/ Multistoried Building facility.
- b) Obtaining the Applicable Permits under the Appropriate law.
- c) Marketing of the proposed Residential facilities in the Assets and project facilities after executing this Development Agreement and Generating revenue from the project.
- d) Operating and maintaining the Assets and project Facilities as per Good Industry practice till the same is handed over to the Associations of End Users like Resident Welfare Association, Cooperative Housing Society etc. in accordance with the prevailing law; and,
- e) Performance and fulfillment of all other obligations of the **Promoter** pursuant to this Development Agreement and matters incidental thereto or necessary thereof.

4. The Net Revenue Sharing and Operation of Bank Accounts:

The **Landowner** and **Promoter** shall share the **Net Revenue** realized from the **Project** in the ratio as provided below in this agreement.

Dwijang Kumar Mishra
1.12.24

Acerise Realty LLP
Sudhakar Mishra
Designated Partner
1.12.24

W. Pritendera Kumar Mishra
1.12.24
W. Pritendera Kumar Mishra
1.12.24



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a. In consideration of the contribution of the **Project Land** by the **Landowner** for execution or Development of the **Project** thereon and granting the rights to **Promoter** for the Development and construction of the **Project** on **Project Land** and Sale of Saleable Area in the **Project** including transfer / conveyance of Proportionate undivided rights, share and interest in the **Project Land** in favour of prospective buyers / purchaser of Saleable Area in the **Project** and **Promoter** bearing the cost, expenses and responsibilities of execution of the **Project** under this Agreement, the **Net Revenue** received/realized from sale of Saleable Area shall be shared between the parties in the ratio mentioned herein below

Landowner's Revenue Share: 17% of the **Net Revenue** received/realized for Saleable Area in accordance to FAR only upto 3.0 available on the **Project Land**.

Promoter's Revenue Share: 83% of the **Net Revenue** received/realized for Saleable Area in accordance to FAR only upto 3.0 available on the **Project Land**.

b. The Landowner and **Promoter** further agrees that if in case there would be any possibilities to obtain and achieve construction of Built-up Area above 3.0 FAR in that case **Promoter** shall purchase the Purchasable FAR as shall be required for the Project from the Concerned Government authority and shall bear and pay cost thereof. **Promoter** shall enjoy full Net Revenue received / realized for Saleable Area achieved due additional Built-up area above 3.0 FAR and **Landowner** shall not demand or claim any share of **Net Revenue** received / realized for such additional Saleable Area achieved due to additional FAR above 3.0.

c. All Payments to be made to the Landowner towards his share of the Net Revenue under this agreement shall be made subject applicable withholding taxes or any other taxes as imposed by applicable authorities from time to time.

d. Operation of Bank Account:

The parties hereby agrees that a Project Specific Separate Bank Account in the manner below shall be opened in accordance to Rules and regulation of RERA /ORERA.

i. The Gross Revenue received from allottees of the **Project** shall be deposited only in designated Project **Master Collection Account**.

Pratibha Kumar Mishra
1.12.2021

Acetris Realty LLP
Designated Partner
1.12.21

W. Jitendra Kumar
1.12.21
W. Member - on Behalf
1.12.21



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The Project Master Collection Account shall be strictly in accordance with provision of RERA Act/ ORERA Rules in scheduled Bank.

- ii. The amount deposited in Master Collection of the Project shall be transferred to following accounts by the Bank automatically on a daily basis as per the RERA Regulations.

RERA Account of Project : 70% of the amount shall be transferred to this account from all money collected in Master Collection A/c

Transaction account of Project: 30% of the amount shall be transferred to this account from all money collected in Master Collection A/c

- iii. All the three Project specific accounts shall be operated solely on the instructions of the Promoter for managing all payment and expenses for the Project in accordance to rules and regulations of ORERA. .
- iv. The above account shall be opened and operated as per the regulation of RERA in any Scheduled Bank as per choice of Promoter.
- v. Landowner share of Net Revenue shall be credited / transferred to the Landowner's Bank Account on 15th of Every Calendar Month against revenue received / realized in it's previous calendar month.
- vi. Promoter shall provide a statement of account of Master Collection & RERA Account at end of every month to Landowner.
- vii. Landowner shall issue payment acknowledgement after receipt of every payment through email from his registered email to Promoter's registered email.
- viii. Landowner shall issue a No Dues Certificate to Promoter when he will all his share of Net Revenue.

5. OBLIGATION OF THE PROMOTER IN THE MATTER OF APPROVAL OF BUILDING PLANS :-

- A. It shall be the responsibility of the **Promoter** to prepare the building plans in consonance with the building norms and guidelines instructed in the **ODA Rules, 2020** and as per the guideline, if any, formulated by the Development Authority to submit the same before the CDA / CMC, deposit the necessary fees and charges and take all steps for expediting

Pragya Kumar Mishra
1.12.2020

Acrise Realty LLP
Designated Partner
1.12.21

W. Jitendra Kumar
1.12.21
W. Member or else
1.12.21



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Registering Officer
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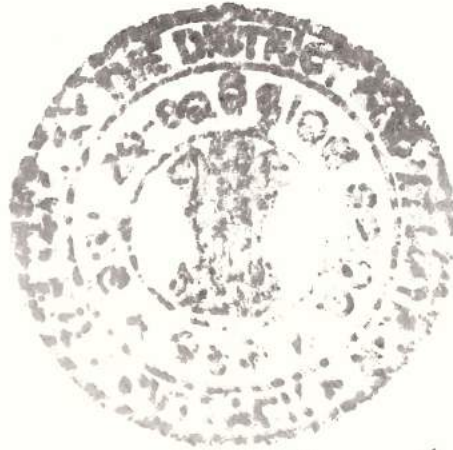
sanction of such building plans, obtain necessary "No Objection Certificates" from the concerned authorities, commence and complete the construction of the multi-storied building over the land in consonance with the permission / sanction to be accorded, within the time schedule as specified in this agreement as per the Good Industry Practice.

- B. The parties have agreed and have taken conscious decision to construct multi-storied buildings over the compact land comprising of residential flats/commercial units/convention Center/shopping center/ mixed use of space of The Permissible Land, used as per the Zoning Regulation specified in the guideline of Development Authority. The Comprehensive Development Plan (CDP) prepared by the development authority defines the various zones into which the land at different areas of the city may be divided for the purpose of development and also indicates the permissible use of land. The parties have agreed that the proposed Project shall be constructed / executed over the earmarked land to be utilized for residential accommodation/ commercial / convention Centre / shopping Centre / mixed use as per the permissible Land Use authorized in the zone.
- C. The **Promoter** shall comply with the requirements and requisitions of the CDA/CMC/ Competent Authority for securing approval / sanction of building plans and for the construction of the said Apartment/multi-storied building over the said land as set out in details in the schedule given below and shall obtain necessary approvals / sanctions / no objection certificates from the authorities concerned.
- D. The **Promoter** shall make an application to the Odisha Real Estate Regulatory Authority for registration of the real estate project in such form and manner, within the said time, accompanied by the said fee as may be specified by the regulations made by the Authority. It shall be the obligation of the **Promoter** to submit, pursue and follow up the building plans for obtaining necessary permission / sanction from the CDA /CMC to commence construction of the proposed Apartment/multistoried buildings on the said land.
- E. It shall be the responsibility of the **Promoter** to expedite the process of sanction / approval of such building plan, and if necessary, serve statutory notice as enjoined in the Act and Regulation for obtaining "deemed approval".

Rajyog Kumar Mishra
1.12.24

Acresise Realty LLP
Designated Partner
1.12.24

w. Jitendra Kumar Mishra
1.12.24
w. Anand - on Behalf
1.12.24



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Registering Officer
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- F. All expenses / charges to be incurred for preparation of the building plan, other designs by the designated architect, structural engineer and other expenses which may be incurred for obtaining approval / sanction of the building plan and / or any revised plan within the built-up area as approved by the competent authority as per the permissible FAR shall be borne by the **Promoter**.
- G. The requisite scrutiny fees, sanction fee etc. for sanction of the plan(s), in respect of the proposed Apartment/Multi-storied building shall be borne by the **Promoter**.
- H. The **Promoter** shall also be held responsible for the conditions mentioned below, namely:
- Be responsible for all the obligations, responsibilities and functions under the provisions of this Act or rules and regulations made thereunder to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be.
 - Be responsible to submit the Construction Completion Certificate before the competent authority.
 - Be responsible to obtain the Completion Certificate or the Occupancy Certificate, or both, as applicable, from the designated competent authority as per local laws or other laws for the time being in force thus, to make the same available to the allottees individually or to the association of allottees, as the case may be.
 - Be responsible for providing and maintaining the essential services, on reasonable charges, till the association of the allottees have taken over the maintenance of the project as per the Offer of Possession date/ Common Area Maintenance (CAM) Commencement date.
 - Enable the formation of an Association or Society or Co-operative Society, as the case may be, of the allottees, or a Federation of the same, under the applicable laws, provided that in the absence of local laws, the association of allottees, by whatever name called, shall be formed within a period of three months of the majority of

Poojary Kuman Mishra
1.12.2024

Acresize Realty LLP
Suhrajit Mishra
Designated Partner
1.12.24

w. Jitendra (con. authority)
1.12.24
w. Member on Behalf
1.12.24



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Registering Officer
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allottees having booked their plot or apartment or building, as the case may be, in the Project.

- f. Execute Registered Conveyance Deed of the apartment, in favour of the allottee along with the impartible undivided proportionate share in the common areas to the respective allottees or to the association of allottees or competent authority, as the case may be, as provided under section 17 of RERA Act or in the manner as prescribed by Odisha Apartment Ownership Act 1982 and its associated rules.
- g. To pay all outgoings from the date of execution of the Registered General Power of Attorney and Development Agreement until the date of offer of Possession of the real estate project to the allottees or the associations of allottees, as the case may be, (including land cost, ground rent, municipal or other local taxes, charges for water and electricity, maintenance charges, including mortgage loan taken by **Promoter** (if any) along with interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project).
- h. The **Promoter** shall prepare and maintain all such other details as may be specified from time to time, by regulations made by the Authority.
- i. **Promoter** shall be responsible to handover all the flats as stipulated in the sale agreement. Any delay in handing over the flat or its delay compensation (if any), shall be sole liability of the **Promoters**.
- I. The proposed real estate project comprising of the multistoried buildings over the compact land in question, shall be constructed under the direct control, supervision and guidance of the **Promoter** and/or their agents out of their own finance.
- J. The **Promoter** shall be at liberty to appoint their contractors, supervisors, managers, architects, engineers, consultants, other employees to carry out the construction work and the **Landowner** will have no objection to such engagement of technical and other staffs by the **Promoter**.

Pradyumn Kumar Mishra
1.12.2024

Acetrisse Realty LLP
Su Shrawanjit Mishra
Designated Partner
1.12.24

W. Jitendra Kumar Mishra
1.12.24
W. Manish Kumar Mishra
1.12.24



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- K. The proposed building and / or the units shall be of first-class construction based on specification confirmed to **I.S.I.** code of Civil Engineering Practice and other specifications / designs on advice of the technical experts / architect / structural engineer as per Good Industry Practice.
- L. The **Promoter** shall indemnify and hold the **landowner** harmless from and against any damages, direct or indirect consequences, including and shall pay reasonable Attorney's fees and court costs, incurred by the **Landowner** as a result of noncompliance by **Promoter** for any of the provisions of the Acts, Laws, Rules, Regulations and Statutes governing occurs after the execution of this present agreement and supplementary agreement, executed in pursuance to the present agreement.

Preraj Kumar Mishra
1.12.2024

6. Obligation of Promoter and Landowner for Transfer of title to the allottees:

- (i) The **Promoter** shall execute a Registered Conveyance Deed in favour of the allottees along with the undivided proportionate title in the common areas to allottee or the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, while the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws. The cost of such stamp duty, government fees for execution of registered conveyance deed shall be borne by all allottees. The **Promoter** shall sell and collect applicable consideration money from the allottees / purchasers for the entire **Project**.
- (ii) After obtaining the Occupancy Certificate and handing over the physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the **Promoter** to handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the applicable law.
- (iii) **Promoter** shall execute and register sale deeds, in favour of the intending purchasers of flats/ units selected by the **Promoter** transferring the Carpet Area together with proportionate undivided interest in the land, at the cost and expense of the intending prospective

Acresize Realty LLP
Su Manoj Kumar
Designated Partner
1.12.24

Preraj Kumar Mishra
1.12.24



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purchasers of the flats / units which are to be selected and decided by the **Promoter** pertaining to entire Sealable Area.

7. **Completion of Project:** The **Promoter** shall make their best endeavor to complete / finish the proposed multistoried building in all respect and issue Construction Completion Certificate so as to be fit for occupation, functional within 36 months from the date of Registration of the project at Odisha Real Estate Regulatory Authority (ORERA) after receiving approval of the building plan by the CDA /CMC and receipt of Commencement certificate from the Competent authority whichever is later, unless prevented by Force Majeure situations as mentioned in the definition point "1. O". In case the entire real estate project is not completed within the stipulated period, The **Promoter** shall get an extension of further 12 months to complete the project. For any further delay (i.e. after 48 months in total after the date of Registration of the project at Odisha Real Estate Regulatory Authority which shall be called as "Project Completion Period"), The **Promoter** hereby agrees that **Landowner** is entitled for a delay compensation if the **Landowner's** share of Net Revenue received / realized by the Project Completion Period falls below a projected total **Landowner's** share of Net Revenue i.e. INR 7.3 crore approximately. (Rupees Seven Crore Thirty Lakhs only).

The delay compensation shall be calculated on differential amount between the projected Total Landowner's share of Net Revenue and actual received / realized Landowner's share of Net Revenue, which shall be charged @ 5% per annum as interest rate and payable annually.

8. **Extended Project Completion:** If above situation arises, it shall be the responsibility of the **Promoter** to inform the **landowner** about such delay and mention the Extended Project Completion period needed with genuine clarifications. The same must be approved by the landowner within a period of 15 days of such communication to avoid any further delay in construction. If the **Promoter** doesn't receive the response within 15 days as intimated, then the Extended Construction Completion period shall be deemed to be approved by both the parties.

9. **REPRESENTATION AND WARRANTIES BY LANDOWNER(S) (PARTY OF THE FIRST PART):**

- (i) The **Landowner** declares that he has paid up to date revenue dues to the Concerned Authority/ies and no due is/are outstanding in respect of the

Pragya Kumar Mishra
1.12.2024

Acrerise Realty LLP
Sudhanshu Mishra
Designated Partner
(1.12.24)

Dr. Jitendra Kumar Mishra
1.12.24
Dr. Anurag Mishra
1.12.24



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Registering Officer
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- property and is/are not the subject matter for any suit or litigation and the same is not attached by any Court of authority in any proceeding.
- (ii) The **Landowner** declares that, the land in consideration is not a ceiling surplus land within the meaning of Orissa Land Reforms Act or Urban Land (Ceiling Regulation) Act 1976 which stands repealed or Orissa Land Reforms Act, 1965. The land is not lease hold in nature nor belongs to Schedule Caste/Schedule Tribe Community. The same is not within the purview of the consolidation proceeding under Orissa Consolidation of Holdings and Prevention of Fragmentation of Land Act Act, 1972 and Rules, 1973 thus the land does not come within the meaning of Orissa Hindu Religious Endowment Act 1951.
- (iii) The **Landowner** declares that neither any receiver, trustee or manager has been appointed over the whole or any part of the property nor they have committed any act of Bankruptcy or insolvency or passed any resolution for or otherwise entering into any liquidation, winding up or administrative order under the law of India or any other applicable jurisdiction.
- (iv) The **Landowner** shall remain liable for any encumbrance, in respect of the said land as described, identified and delineated in schedule set out below up to the date of this agreement and the **Promoter** shall remain liable for all encumbrances / liabilities created after execution of this present agreement in relation to the land or proposed constructions.
- (v) Both the parties shall have the right to sue for specific performance of this contract / agreement or any other supplementary contract which may be executed for non-compliance of the terms and conditions spelt out in the contract and the suing party shall also have a right to recover cost and damages, if any.
- (vi) The **Landowner** hereby agree to ratify and confirm or cause to execute and perform all such act or deed in connection with the transfer of land and/or units by virtue of this agreement on receipt of consideration amount/ construction cost as per the shares allocated.
- (vii) The **Landowner** shall evict any trespasser over the property.
- (viii) The **Landowner** shall co-operate with the **Promoter** in discharging their duty.

Pragy Kumar Mishra
1.12.2021

Acerise Realty LLP
Subhojit Dey
Designated Partner
1.12.21

Ms. Indira Kumari
1.12.21
W-Myembca Dey



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- (ix) The **Landowner** shall handover all documents of said property in original to the **Promoter** at the time of execution of this deed/agreement.
- (x) The **Landowner** shall grant and convey absolute title, right and transfer to the **Promoter** on the date of execution of the present Agreement to use and occupy the said property in accordance with and subject in subordinate to all respects to the provisions of all applicable laws, enactments, Rules, Regulations, and Bye-laws, and without limitation in usage and development in consonance with the terms and conditions set out here forth in the Agreement.
- (xi) The **Landowner** shall deliver vacant possession of the land with explicit right in favour of the **Promoter**, on the date of execution of the present agreement to execute the contents of the present Agreement, with clear Title, Right and Interest in respect of the same to initiate Preliminary works, Cause development, Construct store, Outhouse, Office and Commence Construction of the proposed multi-storied buildings over the land in consonance with the building plans to be sanctioned and approved by the Competent Authority.
- (xii) The **Landowner** shall not alter or change the earmarked use of the said property in any manner whatsoever, without the prior consent and permission of the **Promoter**, and shall not enter into or collaborate for any purpose in respect of the said property, without the express notice and consent of the **Promoter**. The Landowner nonetheless shall indemnify the **Promoter** against any penal action, damages or loss due to misuse, or unauthorized usage of the said property for which the Landowner shall alone be responsible
- (xiii) The **Landowner** shall indemnify and hold harmless the **Promoter** from and against any damages, direct or indirect consequences, including and shall pay reasonable Attorney's fees and court costs, incurred by the **Promoter** (if any) as a result of noncompliance by Landowner for any of the provisions of the Acts, Laws, Rules, Regulations and Statutes governing the present agreement and supplementary agreement, executed in pursuance to the present agreement.
- (xiv) The **Landowner** hereby indemnify, not to cause any interference or hindrance in the construction of the proposed multi-storied buildings over the said compact land by the **Promoter**.

Poojary Kuman Mishra
1.12.2024

Aceriso Realty LLP
Santhrajith Mishra
Designated Partner

Dr. Jethendra Kumar Mishra
1.12.2024
Dr. Yashwanth Mishra
1.12.2024



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(xv) The **Landowner** is not to prevent the **Promoter** from making negotiation with intending allottees/purchasers flats comprised in the multi-storied buildings for assigning, disposing or transferring Carpet Area/ units comprised in the complex, specified as the entitlement / allocation of the **Promoter**.

(xvi) To grant permission to the **Promoter** for entering into any agreement for sale, transfer, convey or assign or deal or consent with said Carpet Area / flats / units comprised in the complex, allotted and specified as the allocation of the **Promoter** or any portion thereof in favour of the intending Allottees / purchasers, on such terms and conditions as may be fixed and settled by the **Promoter** and shall duly convey and transfer the said Carpet Area / flats / units in the real estate project comprising of Apartment/multistoried building along with proposed housing complex together with undivided interest in the land in favour of any intending prospective allottee/ purchaser of flats on such terms and conditions, as the **Promoter** may consider just and proper.

(xvii) The **Landowner** hereby grant permission to the **Promoter** to enter upon the said land and shall have absolute right and authority to commence, carry on and complete the construction of the proposed multistoried buildings in consonance with building plans to be approved and the permission to be granted by the CDA /CMC.

(xviii) The **Landowner** cannot book / sell any Unit/s to any prospective purchaser/s as this is a revenue sharing arrangement and no share of Saleable Area allotted to **Landowner**.

(xix) That in future the **Landowner** in any case shall not claim any Saleable Area / Carpet Area or money or percentage on share/s of Units or more share on Net Revenue beyond the agreed shares as mentioned in the Agreement and shall not put any hindrances to the "**Promoter**" in any manner.

10. **Execution of Further documentation between Landowner and Promoter as per prescribed Law/Rules:**

(i) The **Promoter** shall handover the **Landowner** any further documentation which may be required to be executed after execution of this Development Agreement including Share Allocation Agreement, Confirmation of Power of Attorney document, **Landowner** Share Handover/Possession Agreement, Maintenance Agreement, Society

Poojya Kumar Mishra
1.12.2024

Acrerise Realty LLP
Designated Partner
1.12.24

w - Jitendra Kumar Singh
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w - Jitendra Kumar Singh
1.12.24



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formation documents, Any other agreement as per the Prescribed format of ORERA, under applicable law and the same has to be executed between the parties or by the **Landowner** within 15 days of receipt of such document by Speed Post/Mail. The Landowner has to communicate his consent/objection in writing within 15 days of receipt of such document, and if the same is not communicated within 15 days then the agreement, document will be deemed to be approved by both the parties and no further objection will be entertained to enable the **Promoter** to complete all documentation and project on time.

- (ii) It shall be the obligation of the Landowner to extend necessary co-operation to the **Promoter** including filing any application for obtaining approvals, Noc's before the concerned authorities within a period of 15 days from the date of submission of such application to the **Landowner(s)**

11 RIGHTS, DUTY AND OBLIGATION OF THE PROMOTER:

- (i) The construction of multi-storied buildings shall commence after obtaining due approval / sanction of the building plans, Commencement certificate by the CDA /CMC as well as necessary permission / sanction under Orissa Development Authorities Act, 1982 and the provisions of **ODA Rules, 2020** and the provision of Real Estate Regulation Act. (RERA 2016) and Odisha Real Estate Rules (ORERA 2017).
- (ii) Not to violate or contravene any legal provisions, regulations, bye laws etc. applicable for construction of the said proposed multi-storied buildings, over the land in question.
- (iii) Any labour or workman engaged for the construction of the multistoried buildings by the **Promoter** shall be employee of the **Promoter** party of the second part. The landowner / party of the first part shall have no relationship of employer and employees, with such workman or labour force which may be engaged for construction of the multi-storied building.

Poojary Kuman Mishra
1.12.2024

Acrarise Realty LLP
Subha Rajal Mishra
Designated Partner
1.12.24

W. Jitendra Kumar Mishra
1.12.24
AW - Yambur, in Delhi



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12 GENERAL TERMS & CONDITIONS:

It is further agreed to by and between the parties as follows:

- (i) The property including the land over which construction of the real estate project comprising of cluster of Apartment/multi-storied buildings shall be undertaken can be mortgaged, by the **Promoter** in favour of any financial institution for availing construction finance by way of bridge loan. The Landowner(s) grant of permission to the purchasers of flats / units in the complex to avail any finance from any bank or other housing finance institutions, for payment of the consideration amount in respect of the flats / units as fixed and settled. The **Promoter** as the constituted attorney of the landowner shall sign the relevant documents, memorandum of deposit of title deeds for creation of equitable mortgage.
- (ii) The **Promoter** will construct the proposed Apartment/multi-storied buildings out of their own cost and finance. The Promoter may opt for Loan from any bank or financial institution for construction of the proposed Apartment/multi storied building.
- (iii) The **Promoter**, on execution of this Agreement and/or arising out of this Agreement and/or allied agreement shall have first lien and charge on the said property for all it's claims and dues payable by the Landowner, in compliance of the present agreement and/or arising out of this Agreement and/or allied agreements.
- (iv) The **Promoter** would be entitled to transfer, assign or lease or part with the possession of the said property, absolutely and without any hindrance from the **landowner** as per the terms and conditions of this agreement, further the Landowner shall cooperate with the **Promoter** for necessary documentation including but not limited to execute documents of transfer, maintenance, agreement, indemnity bond, affidavit, etc. as well as diligence on part of the **Promoter**. The **Promoter** may without any prejudice to its rights, shall be entitled to get the name(s) of his/her nominee substituted in his/her/their place only with the prior written consent and approval of the Owner.
- (v) The specification and information as to material to be used in construction of the premises as conveyed by **Promoter** are tentative and that the **Promoter** shall be at liberty to make such variations and modifications therein as it may deem fit and proper and/or as may be done by the competent authority that shall not be subject to opposition

Pooja Kumar Mishra
1.12.2024

Acetriso Realty LLP
Su Shrawan Singh
Designated Partner
1.12.25

cc - Jethava Kanaklata
1.12.24
N. Yashwanth Reddy
1.12.24



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Registering Officer
CUTTACK

by the Landowner. Alterations may inter-alia involve all or any of the changes in the said property such as changes in said position of the said property, changes in its dimensions, changes in its area or changes in its number or changes in the height of the building, the Landowners hereby agree that, no future consent of the **Landowner** will be required for this purpose. The **Landowner** shall not raise any objection on any such alteration, changes from the sanctioned plans which become necessary / desirable by **Promoter**. The said alternation / change / deviations may be made in conformity after obtaining modified plan approved from Concerned Planning Authority / Local Authority and that as a consequence of such alteration / changes / deviations, if any, compounding fees is levied by such Authority /ies, the said liability shall be borne by the "**Promoter**"

Prady Kumar Mishra
1-12-21

(vi) The **Landowner** hereby gives consent to avail any additional benefits by means of increase in area, change in floor plan that may be permissible as per the rules & regulation of the development authority and/or any new scheme as may be announced in future through any purchasable FAR /FSI/ TDR / Compensation is applicable on additional contribution and such expenses is to be borne by **Promoter**. In that case, the **Landowner** shall not be entitled to receive the additional share on such permissible area or cannot demand in any case.

Acrafise Realty Ltd.
S. Shrawan Kumar
Designated Partner
1-12-21

(vii) The **landowner** shall have the right to inspect the quality of building materials to be used for construction of the proposed multi storied building and as well as the progress and quality of the construction from time to time.

(viii) The **Promoter** shall construct the Apartment/multi-storied buildings in consonance with the standard specifications of civil construction as per Good Industry Practice and shall be held responsible for any damage caused due to the faulty workmanship and use of substandard materials. The "**Promoter**" shall not construct any illegal or unauthorized area or unit /s and if done so it would be entirely at the cost and risk of "**Promoter**" as result of which the "**Landowner**" shall not be held liable for constructions made beyond the approved plan.

W. J. Indira Kumar
1-12-21
W. J. Indira Kumar
1-12-21

13.1 Statutory payment: The **Promoter** and **Landowner** shall be separately responsible/ liable for any type of future tax, charges, rates, rents, cess, stamp duty, all direct and indirect taxation liability like Income Tax, GST or any other tax, etc. in respect of their revenue shares. If the



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CUTTACK

Landowner is not able to pay any such amounts as specified above, upon his shares to the concerned Authority or **Promoter** as the case may be and same if paid by the "**Promoter**" then payment of all such dues including GST, stamp-duty, any other charges etc. shall be adjusted with any future payment towards Net Revenue.

13.2 TDS Deduction: The **Landowner** is aware of the applicability of Tax Deduction at Source (TDS) with respect to the Units. Further, the Landowner is aware that the **Promoter** has to deduct the applicable tax/TDS at the time of making of actual payment to credit of such sum to the account of the Landowner(s), whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the **Promoter** shall submit the original TDS Certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

13.3 Defect Liability: As per **RERA Act 2016**, The **Promoter** is liable to rectify Defects in the Apartment as per the Defect liability clause for a period of 5 years from the date of handing over possession of the apartment and shall maintain the apartment in the best condition for a period of 5 years from the Date of Handover of the Possession of the apartment, the **Promoter** by itself or through maintenance agency shall maintain the apartment for a period of 5 years from the date of handing over possession of the apartment.

13.4 CAM (Common Area Maintenance) Charges: No allottee can be exempted from the liability for making the contribution towards the common expenses by reason of waiver for the use or enjoyment of any specified common areas and facilities. It is expressly clarified that, the CAM Charges shall commence from the date offered in the Possession letter, regardless of whether the allottee(s)/Landowner takes such possession (for **FITOUTS**) or not. Such date shall be referred to as "CAM" Commencement Date. All amount assessed by the association of the apartment owners but unpaid by the allottee(s)/**Landowner** shall be charged on the apartment. All decisions / determination made by the association of the owners in accordance with the provisions of bylaws shall be binding on all apartment owners and or any person claiming any right under such allottee(s) /landowners.

Pradyumn Kumar Mishra
1.12.2021

Acerrise Realty LLP
Suhaibainj Singh
Designated Partner
1.12.21

W. Jitendra (Con. Authority)
1.12.21
W. N. S. & Co.
1.10.21



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Registering Officer
CUTTACK

14 **General Terms & Conditions:** It is once again agreed upon reiterated, and spelt out as follows:

14.1 **Promoter's Right to Construction Project:** In consideration of the terms hereby agreed upon, the **Landowner** confers upon the **Promoter's** 'right to construction' of the proposed real estate project comprising of Apartment/multi-storied buildings over the said land and also their right to transfer by way of absolute sale and assign the constructed space / flats in the proposed housing complex specified as the entitlement of the **Promoter's** share together with the interest in the land at such a rate may be fixed, settled and on such terms and conditions as decided by them as mentioned earlier.

14.2 **Purchaser Agreement:** The **Promoter** shall have the right to enter into agreements with prospective purchasers to sell, transfer and assign the constructed built-up area covered under their specified allocation in the proposed multi-storied buildings except the **Landowners'** entitlement of the total Saleable Area and the **Landowner** shall not raise any objection for such transfer, assignment.

14.3 **Construction of Common Facilities:** The **Promoter** will be allowed to construct Pump Rooms, overhead water tanks and to fix cable, T.V. Antenna or install and provide any other system or facilities / amenities in the said building.

14.4 **Right to Sale of Property:** The **Promoter** shall have the right to receive from the intending purchasers earnest money, and/or take advance, consideration amount in whole or in part, besides other dues, levies and charges as the case may be, for transferring Carpet Area from their allocation of Saleable Area / flats inclusive of interest in the land and to grant receipt(s) and execute such document(s) as may be deemed necessary and to present the same for registration before the competent authority/ies. The **Landowner** hereby agree to ratify all acts/ deeds / things which the **Promoter** shall lawfully do within the scope of the powers conferred upon the **Promoter** under the terms & conditions of this agreement.

14.5 **Execution of Legal Documents:** The **landowner** hereby agree to execute and sign necessary Applications, Documents, Letters, Power of Attorney which may be required for carrying out the smooth construction of the proposed cluster of multi-storied buildings and transfer of the flats

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1.12.2024

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Subairajit Mishra
Designated Partner
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Registering Officer
CUTTACK

/ units/ Carpet Area space and to render all help and assistance to the **Promoter** to facilitate the construction of the proposed multi-storied buildings on the said piece and parcel of land or the transfer of the independent flats / units.

14.6 Name of Construction Project: The name of the proposed housing arcade shall be decided by the **Promoter**.

15 Dispute Redressal: In case of any dispute and differences between the parties regarding interpretation of any of the terms and conditions, covenants, stipulated in this agreement, purport and implication of any of the covenants hereunder contained, the rights, powers, privileges and entitlements of the parties or any other incidental or ancillary disputes emanating from this agreement, the same shall be mutually resolved between the parties. If the parties fail to amicably resolve the differences, the dispute may be referred to an Arbitrator to be appointed by mutual consent. In the event, the parties fail to arrive at such mutual consensus, the parties shall have the right to make necessary application under section 11(6) of the **Arbitration and conciliation Act, 1996** before the **Hon'ble High court of Odisha** and the **decision of the Arbitrator** shall be final and binding. The jurisdiction of the Civil Court, Cuttack is completely ousted to entertain and try any suit, action or proceeding arising out of any dispute by and between the parties flowing from this agreement.

16 Delivery of Owners' Allocation: The delivery of the Owners' Allocation or any part thereof by the **Promoter** shall be done by way of 30 days' notice, in writing, to be sent by the **Promoter** to the Owners or the concerned Occupant if applicable, upon construction, completion and getting certificate from the Architects as well as Occupancy certificate from the competent authority as per Applicable law in respect thereof. Unless the Owners take possession earlier, they shall be deemed to have taken possession of the Owners' Allocation on expiry of such notice period of 30 days. The **Promoter** may deliver the Owners' Allocation phase-wise to suit the requirement of the Occupants provided the same is permissible in law.

17 Landowner Sale of Property: The **Promoter** would, if so required by the **Landowner** join, execute and register the sale deeds as well as other instruments of transfer executed by the **Landowner** to complete the sale

Pradyumn Kumar Mishra
1.12.2024

Acerise Realty LLP
Sudhakar Mishra
Designated Partner
1.12.24

Dr. Jitendra Kumar Mishra
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Dr. Jitendra Kumar Mishra
1.12.24



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Registering Officer
CUTTACK

or transfer of the constructions forming part of the Owners Allocation in favour of the nominated Transferees of the Owners' Allocation

18 Termination of Agreement:

This Agreement can only be terminated on mutual consent of both parties only. That in case any dispute or claim arising out of or in connection with or relating to this agreement or the breach (where such breach has not been cured by the party in breach within 30 days of written notice thereof), termination or invalidity or hereof, the parties shall attempt to first resolve such dispute or claim through mutual discussion amongst themselves as per the above-mentioned **clause 15**. For Dispute Redressal.

19 Limitations: Any sale or transfer by the parties of their respective allocations in terms hereof shall be subject to the following conditions and limitation.

- i. The transferees of any part of the allocations of the parties shall be bound to accept the exceptions and reservations to be made by the **Promoter** and the special rights of the parties as regards to construction of additional areas, additions and alterations, change of user, determination of common areas and installations.
- ii. Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto hereunder;
- iii. The allotment, sale and offer of Possession of the Units shall be done on carpet area basis as per RERA Act 2016 for the entire Project.
- iv. All agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any saleable areas of the Project by any of the parties hereto shall maintain uniformity in respect of the exceptions, reservations, restrictions, stipulations, covenants, terms and conditions for the use and occupation of the constructed areas and other remaining areas of the Project together with amenities and facilities therein, the same would be drafted by the Advocates for the parties jointly and the parties hereby undertake to each other that they shall not deviate from such restrictions, stipulations, covenants and terms and conditions.

Bojraj Kumar Mishra
1.12.24

Acrerise Realty LLP
En. Hridayal Mishra
Designated Partner
1.12.24

Ms. Jyotiendra Kumar Mishra
1.12.24
Mr. Jyotiendra Kumar Mishra
1.12.24



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CUTTACK

20 Miscellaneous

- 20.1** All agreements, sale deeds and documents of transfer or otherwise shall be drafted by Advocates of the **Promoter** involving the stamp duty, registration fees, legal fees and other expenses shall be borne and paid by Transferees.
- 20.2** All accounts between the parties hereto shall be settled at the office of the **Promoter** only.
- 20.3** That the **Landowner** confirms that he has entered into this transaction with full knowledge and understanding of the present Agreement and/or arising out of this Agreement and/or allied agreements entered into by the **Promoter** and the associated Companies as stated earlier and subject to all Laws, Notifications and Rules applicable to the said property including terms and conditions of the undertaking given by the Parties hereto by the Govt. of Odisha in this regard. Further the **Landowner** has familiarized himself with all the present agreement and/or arising out of this Agreement and/or allied agreements. The Landowner hereby undertakes to abide by all the Laws, Rules, Regulations as may be made applicable to the said property. The terms and conditions shall be deemed to be part and parcel of the conveyance to be executed regarding the said property.
- 20.4** That it is clearly understood and agreed by and between the parties hereto that all the provisions contained herein and the obligations arising thereunder in respect of the said property shall be at all times applicable to and enforceable against the Landowner vis-à-vis the said property, as the said obligations pertaining to the present agreement and/or arising out of this Agreement and/or allied agreements shall go along with the said property for all intents and purposes.
- 20.5** That this Agreement and/or arising out of this Agreement and/or allied agreement(s) supersedes over any other agreement or any other arrangement(s) here written or oral, if any, between the Parties.
- 20.6 Notice:** All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered mail, courier, return receipt requested and below mentioned email id. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the parties shall be addressed as follows:

Pradyumn Kumar Mishra
1.12.2024

Acerise Realty LLP
Su Shairaj Mishra
Designated Partner
1.12.24

Dr. Jitendra Kumar
1.12.24
Dr. Jitendra Kumar
1.12.24



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Registering Officer
CUTTACK

To The Landowner: Bijay Kumar Mishra, Address: c/o: Late B N Mishra, Retd. Forest Ranger, Old Hostel Lane, PO/Dist: Nayagarh-752069. Email: bkm.ngr@gmail.com

To The Promoter: AcreRise Realty LLP, Address: A/295, Saheed Nagar, Bhubaneswar-751007 Email: mairaj@myspace.in

Bijay Kumar Mishra
1.12.2024

SCHEDULE OF PROPERTY

(Under the Jurisdiction of D.S.R.O. Cuttack)

Mouza: Patapur, P.S: Cuttack Sadar, P.S. No.17, Tahasil: Barang, Tahasil No.199, Dist. Cuttack. Khata No.225/451, Plot No.925 an Area Ac.0.800dec. Corresponding to Previous Khata No.225/86. (1000dec. = 1 Acre) Status: Sthitiban, Kissam-Gharabari.

Rent. Rs.420.00Paisa.

Bounded By : North: Plot No 924/1247, South: Plot No.927, East: Plot No Road, West: Plot No.921/1327 & Road.

IN WITNESS WHEREOF the parties have hereunto have set and subscribed their respective hands and seal on the date, month and year first above written.

Acrerise Realty LLP
Suhairaj Mishra
Designated Partner
1.12.24

Dr. Jitendra Kumar Mishra
1.12.24
Dr. Mousumi Mishra
1.12.24



Signature

Registering Officer
CUTTACK

Witnesses

1. Jitendra Kumar Mishra
8/10 Late Abanindranath Pathy Colony
Flat no-305/3rd floor
City Shelter Building
Punjab - C/O - 75-302
1.12.21
2. Manish Kumar Mishra
S/o - Late Mr. P. S.
Sinha, High Court
Chennai
1.12.21

Poojya Kumar Mishra
Signature of the Party

of the first part /Landowner

01/12/21

S. Anirudh Kumar

Acrerise Realty LLP

Signature of the Party
Designated Partner
of the second part /Promoter

1/12/21

CERTIFICATE.

Certified that the executants are my clients and this agreement has been drafted by me as per the instructions expressed by the parties, who have been read over and explained the content, effect and implication of the various terms conditions and covenants spelt out in this document and the executants having clearly understood the same have executed this document in my presence.

[Signature]

Advocate.

Bar Association Regn No: 473/01



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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 : 155

Document Number : 10392107264

For the year : 2021

Seal :




Date: 03/12/2021


Signature of Registering officer

Registered Agreement Of Sale with Possession Deed

Nature of the Document : AGREEMENT OF SALE WITH POSSESSION Volume Number : 155
 Date of Execution : 01/12/2021 Place of Execution : CUTTACK
 Document Number : 10392107264 Registration Date : 03/12/2021

FIRST PARTY DETAILS

Name	Photo	Thumb Impression	Signature
BIJAY KUMAR MISHRA			

SECOND PARTY DETAILS

Name	Photo	Thumb Impression	Signature
MS ACRERISE REALTY LLP REPRESENTED BY ITS DESIGNATED PARTNER SHEIKH MAIRAJUL HAQUE			

PROPERTY DETAILS

Sl.No.	District	Village/Thana	Khata	Plot	Property Area	Kisam	MarketValue	Sabak Khata No.	Sabak Plot No.
1	CUTTACK	PATPUR-17	225/451	925	800Decimal	GHARABARI	17600000	Not Available	Not Available

East	West	North	South	Property Transaction Details
PLOT NO ROAD	PLOT NO.921/1327 & ROAD	PLOT NO.924/1247	PLOT NO.927	PREVIOUS KHATA NO.225/86, RENT RS. 420.00

IDENTIFIER DETAILS

Name	Father's / Husband's Name	Identifier Address	Profession
MANMATH KUMAR DASH	LATE LAXMAN KUMAR DASH	AT- PASHANIA, PO- PATHURIAPADA, BANKI	Advocate

Name	Photo	Thumb Impression	Signature
MANMATH KUMAR DASH			

REMARK DETAILS

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921/1327 CAA



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INDIA NON JUDICIAL
Government of Odisha

e-Stamp

Certificate No. : IN-OD02863761476513T
Certificate Issued Date : 30-Nov-2021 01:35 PM
Account Reference : SHCIL (FI)/ odshcil01/ CUTTACK/ OD-CTK
Unique Doc. Reference : SUBIN-ODODSHCIL0103868359628003T
Purchased by : ACRISE REALTY LLP BY PARTNER SK MAIRAJUL HAQUE
Description of Document : Article IA-48 Power of Attorney Deed
Property Description : MOUZA PATAPUR
Consideration Price (Rs.) : 88,00,000
(Eighty Eight Lakh only)
First Party : BIJAY KUMAR MISHRA
Second Party : ACRISE REALTY LLP BY PARTNER SK MAIRAJUL HAQUE
Stamp Duty Paid By : ACRISE REALTY LLP BY PARTNER SK MAIRAJUL HAQUE
Stamp Duty Amount(Rs.) : 1,76,100
(One Lakh Seventy Six Thousand One Hundred only)



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

1/ Jitendra Kumar Mishra
I. G. P. A.

Bijay Kumar Mishra

2/ Anshu Kumar Mishra

Acrise Realty LLP
Designated Partner

QT 0006114536

Statutory Alert:

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



[Handwritten Signature]
SIGNATURE OF PURCHASER



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. 48(g). Fees Paid : A18(iii) & A(1)-176290 ,, User Charges-550 ,Total 176840

Date: 01/12/2021

[Handwritten Signature]
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 **01/12/2021** by **BIJAYA KUMAR MISHRA** , son/wife of **BAIKUNTHA NATH MISHRA** , of **AT-PURUNA(OLD), HOSTEL ROAD, PO/PS/DIST-NAYAGARH, ORISSA** , by caste **General** , profession **Service** and finger prints affixed.

[Faint handwritten text]

Signature of Presenter / Date: 01/12/2021

888-110100

[Handwritten Signature]
Signature of Registering officer



Price List

AI	1,76,000
ABN	250
1000	40
<hr/>	
	1,76,290
60	550
<hr/>	
	1,76,840



Rajang Kumar Mishra
30.11.21



Registering Officer
CUTTACK



Rajang Kumar Mishra
A.T.O of Bijay Kumar Mishra
is attested by Mr. P. Ravi
30/11/21

Anuraj Mishra
A.T.O of Sri Bijay Kumar Mishra
is attested by Mr. P. Ravi
30-11-21

Acrerise Realty LLP
Designated Partner
30.11.21

IRREVOCABLE GENERAL POWER OF ATTORNEY, BE IT KNOWN TO ALL MEN BY THESE PRESENT.
BY THIS IRREVOCABLE GENERAL POWER OF ATTORNEY,

I, Sri Bijay Kumar Mishra, aged about 45 years, S/o. Late Baikuntha Nath Mishra, by Caste: Brahmin, by Profession: Service, Permanent resident of Vill: Puruna (OLD) Hostel Road, P.O./P.S./Dist. Nayagarh, Orissa, India, PAN: ABOPB7067B & AADHAAR: 6639 8241 3541, hereinafter referred to as "Principal"/"Executant", which expression shall unless repugnant to the subject or context, shall mean and include Principal's legal heir/s, successor/s, legal representative/s, executor/s, administrator /s, assigns of the First Part / Principal. The Principal is the legal Owner of the property i.e. Record of Right of Khata No.225/553, Plot No.921/1327, an Area Ac.0.400dec. belongs to Mouza: Patapur,

mob- 7750097254

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an - Mishra Kumar Mishra
30.11.21



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Registering Officer
CUTTACK

under P.S. Cuttack Sadar, P.S. No.17, Tahasil: Barang, Tahasil No.199 of Cuttack District, having valid right, title, interest and possession and except the Principal no other person /s has / have any semblance of interest and Possession over the same. The Principal hereby covenants and declares that Principal have paid all the taxes, revenue etc. up-to date to the authorities concerned and is not in arrears of any revenue due to local authority and no legal proceedings are pending in any of the courts/tribunals regarding the same. The said property is not under/subject to any order of injunction or attachment or forfeiture or impounding or any similar order of whatever name /description from any Civil or Criminal Court, Revenue Recovery or such other authority/ies. The Principal/Executant presently residing out of the Country is busy and unable to present personally before the various Authorities or any other concern officer/ s, unable to perform certain things to facilitate and having been nourishing a desire to Develop and sale the Multistoried Residential/ commercial Complex comprising of independent Unit/s over the Schedule of Property as described below. In view to effectuate the said object and due to lack of technical knowledge and experience do hereby appoint, empower and constitute of M/s. AcreRise Realty LLP, a Limited Liability Partnership Firm, incorporated under The Limited Liability Partnership Act, 2008, having its Regd. office at Plot No. A295, At/P.O./P.S. Saheed Nagar, Bhubaneswar-751007, Dist. Khurda, Odisha, , having LLP Identity Number AAZ-4759, represented by its Designated Partner, Mr. Sheikh Mairajul Haque, aged about 35 years, S/o. Mr. Sheikh Amanul Haque, resident of Reba Duplex, Reba Bagicha, Kafla, P.S: Lalbag, Dist: Cuttack, by caste: Muslim, by profession: Business, PAN No ACPPH2385E , Aadhar No 8082-7809-1636, as lawful "Attorney" to do all or any of the acts, deeds and things, matters namely, the Second Part. 9437225243

Pratima Kumar Mishra
30.11.21

AcreRise Realty LLP
Subharajul Haque
Designated Partner
30.11.21

AV - Jitendra Kumar Mishra
30.11.21

AV - Manoj Kumar Mishra
30.11.21

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
BIJAYA KUMAR MISHRA		 314922178		01-Dec-2021
MS ACRES REALTY LLP REPRESENTED BY ITS DESIGNATED PARTNER SHEIKH MAIRAJUL HAQUE		 242952221	 Registering Officer CUTTACK	01-Dec-2021

Identified by **MANMATH KUMAR DASH** Son/Wife of **LATE LAXMAN KUMAR DASH** of **AT-PASANIA, PS-BANKI, DIST-CUTTACK** by profession **Advocate**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
MANMATH KUMAR DASH		 42098863		01-Dec-2021

Date: 01/12/2021


Signature of Registering officer

NOW THIS INDENTURE IS WITNESSTH, and it hereby agreed by and between the parties hereto as follows:

1. That the "Attorney" shall take the physical and actual vacant possession of the said property with unfettered right for Develop and sale Multistoried Residential/Commercial Complex comprising of independent Unit/s or Flat/s or Apartment/s (Sale on carpet area) as deem fit and necessary over the Schedule Property as described below.
2. That the "Attorney" shall evict the said property/ies in occupation of tenants, occupants, or trespassers if any in the said property/ies or any part thereof and to take all steps in that behalf such as negotiation, settlement and compromise.
3. That the "Attorney" shall pay and discharge all ground rent taxes, assessments, charges, expenses, deductions, and all other payments and outgoings which may hereafter become due and payable for or on account of said property from the date of the said present.
4. That the "Attorney" shall give notices, commence any legal proceedings, or use any other lawful means that may appear to the said "Attorney" desirable or necessary to safeguard or enforce the right of the mine.
5. To appear in any proceedings or suits in any Court of Law in respect of the schedule properties if so arises and for the purpose engage Advocates, Moharirs in such suit, proceedings in any Court of Law or in any other office of profit or any applicable authority and sign Vakalatnama and submit all such suits, plaints, counters Rejoinder, Writ Petitions, revisions in such Court of law or in any office of profit with consent from "Principal" in respect of the schedule property.

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Acerise Realty LLP
Subhojit Kumar
Designated Partner
30.11.21

as - Jitendra Kumar
30.11.21
AW Mpend. re. Pym
30.11.21



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6. That the possession of the Schedule of property of project shall be vested upon the "Attorney" as absolute Authority/ies with the unfettered right for Development, Sale at his own risk, cost, expenses and with own resources after obtaining the requisite permission/sanction/approvals/ of Plan/ revise Plan from the authorities concerned and thereafter to construct the proposed Multistoried Apartment Complex comprising of independent Unit/s.

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7. That the "Attorney" shall prepare the plan/s, revise Plan/s for Multistoried Apartment Complex comprising of independent Unit/s in accordance with the Rules and Regulations led down by the Competent Authority / Local Authority and shall be a first-class construction based on the specifications conforming to ISI Code of Civil Engineering practice and submit the same before the Competent Planning Authority / Local Authority for necessary approval/ sanction. On receipt of the approval/ sanction of such plan/revise Plan, the "Attorney" shall begin the Developmental work of Multistoried Apartment Complex comprising of independent Unit/s under the direct control, supervision, guidance, and liability of the "Attorney" / or its agents.

Acrerise Realty LLP
S. Mairajul M
Designated Partner
30.11.21

8. It shall be the responsibility of the "Attorney" to submit, pursue and follow up the Approval Plan / Revise Plan to be sanctioned by the Competent Authority / Local Authority.

i. All expenses/charges incurred in respect of approval/sanction or modification and/or alteration of the sanctioned plan and for any revised plan to be submitted for approval/sanction shall be on account of "Attorney" along with other expenses.

ii. To expedite sanction of such plans or revise plans shall be the responsibility of the "Attorney" including any amendment, modification or variation or alteration to the

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said plans and specification which may be made by the "Attorney".

9. That the "Attorney" shall not violate or contravene any statutory provisions, rules, regulations, etc. applicable for construction and sale of the said Apartment Complex.
10. That the "Attorney" shall arrange architect, engineers, draftsmen, and skilled persons to make and prepare and /or cause to be made and prepared all such lay-out, sub-division, Plan/s or revise Plan/s or specifications and designs and /or any alternations and for the said purpose sign and submit all the affidavits, indemnity bonds, application forms and also deposit required fees before such Planning Authority or Office and or fire brigade, Power Distribution Companies or Electrical Department, Airport Authority /ies, State Environment Office, RERA, CGWA etc or any such office /authority as and when required and obtain approval / NOC for and to pay obligatory fees and premium required for getting such acts and completion of all other acts and things as may be necessary.
11. That the "Attorney" shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers, any labour or workmen to carry out the construction works, and "Principal" shall not have any objections for the same at the Attorney's liability and risk.
12. That the "Attorney" shall carry on correspondence with all concerned authorities and bodies including Cuttack Development Authority/ Municipal Corporation / City Survey Officer / Police Authorities/ ORERA or any applicable authority/ies for the time being in connection with the sanction Plan / NOC in connection with the property/ies including all its Departments of officers or any other officers or Authorities in connection with or relating to apply for and obtain, sanction,

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Sanjayraj Mishra
Designated Partner
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revalidation with further alternation or addition or modifications as our said Attorney may require.

13. To appear/Apply/Submit all documents before the Competent Authority, government/ semi-government office/ Body of Corporate/ sanctioning authority, for cancellation/withdrawal/ exchange of Deeds/ Documents / Applications of the undertaking, all forms, Applications, agreements, Indemnity Bond(s), bank guarantee(s) etc. and apply for a refund of any other related charges (if any), earlier paid scrutiny fees, approval fees, service charges, conversion fees etc. and as may be required in connection therewith including the filing appropriate legal proceedings etc. whenever/ whatever / wherever necessary in "Principal" name and on "Principal" behalf.
14. To obtain refund of all securities, amounts and other deposits made with the concerned departments in the name of the landowner or in the name of their nominee and to give receipt thereof in our name and on our behalf
15. To take and file compromise or to refer such suit or claim to arbitration in "Principal" name and on "Principal" behalf.
16. To file application for execution of a decree or order passed in any suit or proceedings as the case may be and to sign and verify such application in "Principal" name and on "Principal" behalf.
17. To apply for inspection and inspect documents and records of any court.
18. To obtain copies of documents and papers in our name and on our behalf.
19. To file an application for review and/ or revision and/ or appeal against any order or judgment passed in such suit, petition, application, inquiry or proceeding or in review or revision

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Sulavraj Mishra
Designated Partner
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therefore or in appeal there form as the case may be and to sign, seal and execute all papers and documents and writings and to do and execute all act, deed, and things as mentioned hereinbefore or as their said attorneys may be deemed for connection with such applications or appeal; and in our name and on our behalf.

Poojary Kumar Mishra
30.11.21

20. That the "Attorney" shall represent before the Land Record Authorities, Authorities of Land Revenue or any Authorities or Officers for grant of the licenses or permits or for any other purpose or renewal thereof as may be necessary under local Act, Rules, Regulations or Bye-Laws.

21. To appear before Electrical Department / Power Distribution Company and obtain electrical connections and also appear before the PHED Department for the water and sewerage connections and sign and submit all such documents in connection with the schedule property. To apply for and to obtain necessary Telephone, Cable and other connections/ facilities in or for the property mentioned in the schedule below in our name and on our behalf.

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Designated Partner
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22. That the "Attorney" shall apply for and obtain the occupation and /or completion certificate(s) of Multistoried Apartment Complex comprising of independent Unit/s from concerned Authority /ies in connection with the property.

23. That the "Attorney" shall apply for refund of deposits made or to be made with the Concerned Authorities and receive the said refunds.

24. That the "Attorney" shall apply for mutation and demarcation (if any) of the schedule of properties, shall appear before Revenue Authorities concerned or any other Authority/ies as require from time to time and engage Amino, Revenue Inspectors and all the skilled personnel etc.

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25. To sign and submit all such documents before any such authority to purchase the materials in connection with the Multistoried Apartment Complex over the schedule of property.
26. To enter upon property at any time, affix board and to make all payments for getting the work done and other expenses.
27. That the "Attorney" shall sign and submit all such documents before any such authority/ies to purchase the materials in connection with respect of the Project.
28. To sale/allot/assign/mortgage the schedule land, Residential and commercial Unit/s, "Attorney" shall purchase stamp papers, sign and execute sale deed or any other deed of conveyance, agreements etc. in favour of any person/s, Company/ies and any Institution/s and present the same and appear before the registering authority for registration and admit execution thereof before the registering Authority/ies.

The Attorney shall be allowed to Sell and collect applicable consideration money on behalf of "Principal" for the share of units allocated to "Principal" and for such purpose the "Attorney" shall need to obtain a separate written consent from the "Principal" which shall be duly notarized by Notary Public.

29. To do advertisement and publicity for sale of Flats, Residential and Commercial unit /s and for the aforesaid purpose, give advertisement in any network, hoarding, daily newspapers, any online medium or any other communication of advertisement.
30. To receive advance booking amount as well as final sales consideration from the intending buyer/s and for that purpose issue them receipts, allotment letters and enter into an agreement for sale, and collect cost for proportionate cost of common area,

Pratibha Kumar Mishra
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Acetrisse Realty LLP
Subhojit Singh
Designated Partner
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M - Manish Kumar
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car parking space, electrical development charges and all other charges as may be deemed fit along with proportionate undivided share of land with such intending buyers.

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31. To appear or authorize their representative to appear before Sub registrar and other authorities for execution of Agreements to sale, Sale deeds and other documents on behalf of "Principal".

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32. To mortgage the independent Unit/s and its proportionate undivided share of Land with any Bank or financial institution for obtaining loan for authorizing the prospective purchasers to obtain loan and sign, execute, and register any documents for that purpose without refereeing the same to "Principal". The "Principal" grants permission to the purchasers of flats / units in the complex to avail any finance from any bank or other housing finance institutions, for payment of the consideration amount in respect of the flats / units as fixed and settled.

Bojraj

33. To sign and submit all such documents with intending buyers in respect of Flat/s or unit/s in order to obtain housing finance in favour of the intending buyers as well as such financial institutions in favour of the intending buyer/s of such Unit/s at their cost and liability in respect of the schedule property. To Do such acts for the share belong to "Principal" the "Attorney shall required a separate written consent duly notarized by Notary Public.

Acetise Realty LLP

Sulavraj Mishra
Designated Partner
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34. The property including the land over which construction of the cluster of multistoried buildings undertaken can be mortgaged, by the "Attorney" in favour of any Bank or financial institution for availing construction finance / Project Finance by way of loan. The "Attorney" as the constituted attorney of the "Principal" may sign and execute the relevant documents, deeds,

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Dr. Manoj Kumar Singh
30.11.21



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memorandum of deposit of title deeds for creation of equitable mortgage.

35. That "The Real Estate (Regulation And Development) Act, 2016' and Odisha Real Estate (Regulation & Development) Rules, 2017 shall be applicable to the project.
36. That "Principal" shall not cause any interference or hindrance in the Development of Multistoried Apartment Complex over the said property/ies by the "Attorney" unless when act in the manner violating (a) the terms of this instrument, (b) the sanctioned and approved plan of Concerned Planning Authority
37. That "Principal" shall not prevent the "Attorney" from negotiating with intending purchasers of units for assigning, disposing or letting out shares of independent Units along with impartible undivided land shares of Units, all common facilities and usable right over the common areas from the Multistoried Apartment Complex/ Project over the schedule of property.
38. That the "Attorney" shall do and perform all other acts, which has not been specifically mentioned in this deed of Power of Attorney that the "Attorney" shall think deemed fit and proper.
39. Besides above, the "Attorney" shall do other works as deem to have been done by "Principal" and same shall be binding on us with full force and effect on "Principal" hereby agree to ratify and confirmed all and whatever other act of acts shall lawfully do execute or person or cause to be done executed or performed in connection with the sale and said property under and by virtue of this deed notwithstanding and express power in that behalf is hereunder provided.

Pratibha Kumar Mishra
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Poojary Kumar Mishra

Sudhakar Mishra
Designated Partner
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40. Upon death or incapacity hereof, this Power of Attorney shall not become in-operative in respect of "Principal". In such an eventuality, it shall be the responsibility of the "Attorney" to obtain additional power of Attorney from "Principal" legal heir/s or family members. All the legal heir/s of the deceased shall be bound to execute additional power of Attorney or any such other required documents without making any hindrance. In future "Principal" or their legal heir/s shall not claim any more money to the "Attorney" on the execution of additional Developments Agreements or additional Power of Attorney or any other required documents in favour of "Attorney" if so then same shall not be entertained by any Court of Law.

Poojary Kumar Mishra
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41. This Power of Attorney shall be construed as the original power and the clauses of this deed shall have override effect on any or all agreement/s. The parties are at liberty to enter into any agreement in different issues in respect of allocated shares, but this presents shall have the determining effect on other agreement. Other agreement shall not override the clauses of this presents.


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Subhrajit Majhi
Designated Partner
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42. All liabilities including costs, charges and expenses in respect thereof shall be paid and discharged by the "Attorney" or the intending parties.

43. That no written permission from "Principal" shall be required by the "Attorney" if during the course of construction of the project building any alteration, changes, deviation from the sanctioned plans become necessary, desirable or advisable, the said alternation/change/deviations may be made in conformity after obtaining modified plan approved from Concerned Planning Authority / Local Authority and the municipal Bye-laws and Zonal Regulations and that as a consequence of such alteration/changes/deviations, if any, compounding fees is levied by such Authority /ies, the said liability shall be borne by

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the "Attorney". The "Principal" can obtain the copy of such documents by giving written request to the "Attorney" and the same shall be provided to "Principal" within 15 days from the date of receipt of such written request by "Attorney" and "Principal" shall not raise any objection to such changes / modification.

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44. That "Principal" shall handover original documents of said property when and where require without any hindrance/delay/charging any costs related to the aforesaid project to the "Attorney" at the time of verification and execution documents before the concerned Authority/ies.

45. All accounts between the parties hereto shall be settled at the Attorney's place and /or at any other place, as may be mutually agreed upon. The Courts at Cuttack only having jurisdiction to entertain the disputes and differences between the parties.

Acrrise Realty LLP
Sanjay Kumar Mishra
Designated Partner
30-11-21

46. That in case any dispute or claim arising out of or in connection with or relating to this deed or the breach (where such breach has not been cured by the party in breach within 30 days of written notice thereof), termination or invalidity or hereof, the parties shall attempt to first resolve such dispute or claim through mutual discussion amongst themselves.

47. That such dispute or claim is not resolved through such discussions within 30 days from the date of serving of notice then such dispute shall be referred for arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996, as amended from time to time. For the purpose of such arbitration, each party shall appoint one arbitrator or appoint jointly whose decisions shall be final and binding upon each other. That no Party shall be entitled to rush to the court of law and put hindrance by way of injunction prior to referring the dispute for Arbitration. If the Arbitration fails, then the parties are liberty to take recourse in proper court of law.

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SCHEDULE OF PROPERTY

(Under the Jurisdiction of D.S.R.O. Cuttack)

Mouza: Patapur, P.S: Cuttack Sadar, P.S. No.17, Tahasil: Barang, Tahasil No.199, Dist. Cuttack. Khata No.225/553, Plot No.921/1327 an Area Ac.0.400dec. Corresponding to Previous Khata No.225/442. (1000dec. = 1 Acre) Status: Sthitiban, Kissam-Gharabari.

Rent. Rs.5.60Paisa.

Bounded By : North: Road and Part Plot 921, South: Plot No.925, East: Plot No 924,924/1247 & 925, West: Road.

CERTIFICATE

It is certified that, the Principal/Executant and the "Attorney" are not member of any schedule caste or schedule tribe Community.

It is certified that the land is not a ceiling surplus land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 which stands repealed or Orissa Land Reforms Act, 1965. The land is neither lease hold in nature nor belongs to Schedule Caste/Schedule Tribe Community.

It is further certified that the land in question is not within the purview of consolidation proceeding undertaken under the Orissa Consolidation of Holdings and Prevention of Fragmentation of Land Act, 1972.

It is further certified that, the land in question is not a species of public Endowment property, within the meaning of Orissa Hindu Religious Endowment Act 1951.

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Su Shaitan
Designated Partner
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IN WITNESS WHERE OF, ~~we~~ the "Principal/Executant" and "Attorney" hereby set our signatures on this 30th day of November 2021 after going through the contents of this deed of Irrevocable General Power of Attorney in the presence of witnesses.

Witnesses:

1. ~~Mr. Narendra Kumar Gaur~~ Pradyumn Kumar Mishra
Signature of Principal/Executant 30.11.21
8/o late Narendra Gaur Gaur
Flat no - 301/302 of floor
City Shelter Building
Pragat - ex - 75302

2. ~~Mr. Anand Kumar Singh~~ Anand Kumar Singh
Signature of Attorney 30.11.21
Acrerise Realty LLP
Designated Partner
office - 75302
Cuttack

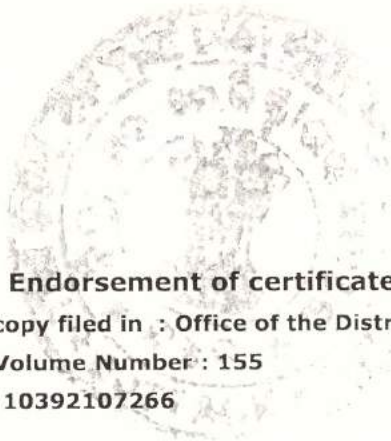
CERTIFICATE

Certified that the Principal/Executant and Attorney of this deed are my clients and the deed has been drafted and typed by me in my office as per the instruction of both Parties.

Drafted and Typed by me.

P. R. Singh
Advocate at Cuttack.

Bar Association Regn No: 773/09



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 : 155

Document Number : 10392107266

For the year : 2021

Seal :

Date: 03/12/2021

[Handwritten Signature]
Registering Officer
CUTTACK

[Handwritten Signature]

Signature of Registering officer

Registered PoA with Possession Deed

Nature of the Document : POA WITH POSSESSION Volume Number : 155
 Date of Execution : 30/11/2021 Place of Execution : CUTTACK
 Document Number : 10392107266 Registration Date : 03/12/2021

FIRST PARTY DETAILS

Name Photo Thumb Impression Signature

BIJAYA KUMAR MISHRA



SECOND PARTY DETAILS

Name Photo Thumb Impression Signature

MS ACRERISE REALTY LLP
 REPRESENTED BY ITS DESIGNATED
 PARTNER SHEIKH MAIRAJUL HAQUE



PROPERTY DETAILS

Sl.No.	District	Village/Thana	Khata	Plot	Property Area	Kisam	MarketValue	Sabak Khata No.	Sabak Plot No.
1	CUTTACK	PATPUR-17	225/553	921/1327	400Decimal	GHARABARI	3300000	Not Available	Not Available

East	West	North	South	Property Transaction Details
PLOT NO.924, 924/1247 & 925	ROAD	ROAD AND PART PLOT NO.921	PLOT NO.925	PREVIOUS KHATA NO.225/442, RENT RS. 5.60

IDENTIFIER DETAILS

Name Father's / Husband's Name Identifier Address Profession

MANMATH KUMAR DASH

LATE LAXMAN KUMAR DASH

AT-PASANIA, PS-BANKI, DIST-CUTTACK

Advocate

Name

Photo

Thumb Impression

Signature

MANMATH KUMAR DASH



REMARK DETAILS

Remark

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