

# **AGREEMENT**

his Deed of Share Allocation Agreement is made on this 15<sup>th</sup> day of November,2021 at Bhubaneswar.

### BETWEEN

M/s LAXMI INFRA VENTURE (P) LTD. a company incorporate under the Companies Act, 1956 having it's Regd. Office at Plot No-315, P.O/P.S-Saheednagar, Bhubaneswar, Dist-Khordha, having CIN-U701010R2011PTC013564 & Company PAN No.AACCL0256A represented by its Managing Director, MR. RAJESH KUMAR NAYAK, aged about 41 years, S/o-Sri Surendra Nayak, having Aadhar No-9579 0419 0507, Mob:-9439201387 (Hereinafter referred to as "1st Party/Promoter/Developer" which expression unless repugnant to the context or meaning thereof shall mean and include its successors, executors, administrators and assigns) of the FIRST PART.

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Managing Director Layon

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Jagyneswar Acharya Notary, Govt. Of Vadia Odisha, BBSR, Dist-Khurda Regd. No.-779112008 Nobi: 9861008174

(1) Smt. Rajshree Patnaik, aged about 55 years, W/ Sri Prasant Kumar Patnaik, resident of Plot No-N1/99, I.R.C. Village, Nayapalli, Bhubaneswar, Dist-Khurda-751015. Aadhar No. 6966 9672 0545, PAN-CCGPP6545M, Mob:-9437807577, (2) Sri Sivananda Prasad Nanda, aged about 62 years, S/o-Sri Radhashyam Nanda, resident of Plot No-N1/136, I.R.C. Village, Nayapalli, Bhubaneswar, Dist-Khurda, Aadhar No. 7524 3291 8375, PAN- AAMPN9134C, Mob:-9437095858 & (3) Smt. Rita Panigrahi, aged about 49 years, W/o-Sri Sivananda Prasad Nanda, resident of Plot No-N1/136, I.R.C. Village, Nayapalli, Bhubaneswar, Dist-Khurda, Aadhar No. 2908 6978 5262, PAN-ABMPP6095R, Mob:- 7381025858 (Hereinafter called as "2nd Parties/Land Owners" which expression unless excluded by or repugnant to the subject or context shall deem to mean and include their legal heirs, representatives, successors, administrators, executors, agents and assigns) Hereinafter called the owner of the SECOND PART.

**THAT**, the 2<sup>nd</sup> Parties/Land Owners are the absolute, bonafied & recorded owners of the property in respect of Mutation Khata No.412/124, 412/125 & 412/144, Total Area-Ac.0.820 decimals under Mouza-Rudrapur (the details of which is described below as Schedule of Property).

THAT, the 2<sup>nd</sup> Parties/Land Owners gave an offer to the Party/Developer to develop the scheduled property for construction of a multi-storied residential apartment building over the scheduled land and the 1<sup>st</sup> Party accepted the offer of the 2<sup>nd</sup> Party and accordingly as per the mutual discussion, both the parties have agreed and entered into one "Deed of Development Agreement" bearing Sl. No.1921 on dated 03.12.2018 & further entered into execution and registration of "Irrevocable General Power of Attorneys" bearing Document No.11081812580, 11081812579 & 11081812585 on dated 04.12.2018 under mutually agreed terms and conditions and subsequently, one Supplementary Agreement was executed on dtd.20.10.2020 between the parties for construction of Residential Apartment Building over the scheduled property.

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Notary, Govt. Of India
Notary, BBSR Dist-Khurda
Odisha, BBSR Dist-Khurda
Regd. No.-7791/2009
Regd. No.-7791/2009

**THAT**, as per aforesaid "Agreement, IGPA and Supplementary Agreement", the 1st Party/Developer is entitled to construct S+5 & B+S+5 Floor (MIG) residential apartment building in the name & style of "LAXMI ANNEX" over the said schedule of property in accordance to the permission granted by BMC Authority vide Letter No.75627, dtd.16.10.2021.

THAT, as per Agreements as well as the POAs, it was decided between the parties that the Land Owners shall be entitled to get 38% share in the built-up areas and the Developer shall be entitled to get 62% share in the built-up areas(1st to 4th Floor) of the Project-Laxmi Annex, situated in Mouza-Rudrapur. Subsequently, it was also decided between the parties that as the additional FAR Area was purchased by the Developer from the BMC at its own cost, there was an enhancement in the built-up areas of the Project and as such, the Land Owners shall be entitled to get 30% share in the additional built-up areas and the Developer shall be entitled to get 70% share in the additional built-up areas(5th Floor) of the Project. Thus, taking into calculation of the aforesaid ratios of distribution in the built-up areas and after adjustment of amount paid by the Developer to the Land Owners towards D.P, the 1st party hereby allocates 06 nos. of 3BHK Flats and 12nos. of 2BHK Flats and 2Nos 1BHK Flats in favor of the 2nd Parties in respect of their share, the details of which is written in the table below :-

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SI No	Block	Flat No	Туре	Floor	Built Up area (Sqft)	Carpet Area (Sqft)	Balcony area (Sqft)	Parking No.
	2st Part	ty Sl No.1	Smt.Rajs	shree Pa	The state of the s			
01	A	201	ЗВНК	2 <sup>nd</sup>	1250.95	990.24	118.79	201
02	A	304	ЗВНК	3rd	1274.62	1009.50	119	304
03	A	403	ЗВНК	4th	1274.62	1009.50	119	403
04	В	104	2BHK	1 st	992.39	799.89	88.66	104
05	В	204	2ВНК	2 <sup>nd</sup>	992.39	799.89	88.66	204
06	В	207	2ВНК	2 <sup>nd</sup>	992.39	799.89	88.66	207
07	В	303	2ВНК	3rd	992.39	799.89	88.66	303
08	В	304	2ВНК	3rd	992.39	799.89	88.66	304
09	В	404	2BHK	4th	992.39	799.89	88.66	404
10	A	502	1BHK	5 <sup>th</sup>	626.01	496.25	43.57	502
	2st Part	y Sl No.2	& 3 Sri S	Sivanano	da Prasad Na	anda & Rita	a Panigrah	
11	A	203	ЗВНК	2 <sup>nd</sup>	1274.62	1009.50	119	203
12	A	301	звнк	3rd	1250.95	990.24	118.79	301
13	A	404	звнк	4 <sup>th</sup>	1274.62	1009.50	119	404
14	В	105	2BHK	1 st	992.39	799.89	88.66	105
15	В	205	2ВНК	$2^{\text{nd}}$	992.39	799.89	88.66	205
16	В	206	2ВНК	2 <sup>nd</sup>	992.39	799.89	88.66	206
17	В	305	2ВНК	3rd	992.39	799.89	88.66	305
18	В	306	2ВНК	3rd	992.39	799.89	88.66	306
19	В	405	2ВНК	4 <sup>th</sup>	992.39	799.89	88.66	405
20	A	505	1ВНК	5 <sup>th</sup>	626.01	496.25	43.57	505

**That,** after completion of construction work and ready for occupancy, the 1<sup>st</sup> party shall hand over the aforesaid flats to the 2<sup>nd</sup> parties and following flats are kept by 2<sup>nd</sup> parties as their share

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M/s. Laxmi Infra Venture (P) Ltd

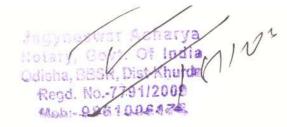
Jagyneswar Acharya Notary, Govt. Of India Odisha, BBSR, Dist-Khurda Read. No.-7791/2009 Mobi: 9861006174

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S1 No	Block	Flat No	Туре	Floor	Built Up area (Sqft)	Carpet Area (Sqft)	Balcony area (Sqft)	Parking No.
	1st Par	ty - M	s Laxmi	Infra V	enture (P) Lt	d.	***************************************	
01	A	101	звнк	1 st	1250.95	990.24	118.79	101
02	А	102	1BHK	1 st	626.01	496.25	43.57	102
03	A	103	звнк	1 st	1274.62	1009.50	119	103
04	А	104	звнк	1 st	1274.62	1009.50	119	104
05	А	105	1BHK	1 st	626.01	496.25	43.57	105
06	A	106	звнк	1 st	1250.95	990.24	118.79	106
07	A	202	1BHK	2 <sup>nd</sup>	626.01	496.25	43.57	202
08	А	204	ЗВНК	2 <sup>nd</sup>	1274.62	1009.50	119	204
09	A	205	1BHK	2 <sup>nd</sup>	626.01	496.25	43.57	205
10	A	206	ЗВНК	2 <sup>nd</sup>	1250.95	990.24	118.79	206
11	A	302	1BHK	3rd	626.01	496.25	43.57	302
12	A	303	ЗВНК	3rd	1274.62	1009.50	119	303
13	A	305	1BHK	3rd	626.01	496.25	43.57	305
14	A	306	звнк	3rd	1250.95	990.24	118.79	306
15	A	401	звнк	4th	1250.95	990.24	118.79	401
16	А	402	1BHK	4th	626.01	496.25	43.57	402
17	Α	405	1BHK	4th	626.01	496.25	43.57	405
18	A	406	ЗВНК	4th	1250.95	990.24	118.79	406
19	A	501	звнк	5 <sup>th</sup>	1250.95	990.24	118.79	501
20	A	503	звнк	5 <sup>th</sup>	1274.62	1009.50	119	503
21	A	504	звнк	5 <sup>th</sup>	1274.62	1009.50	119	504
22	A	506	звнк	5 <sup>th</sup>	1250.95	990.24	118.79	506
23	В	101	2ВНК	1 st	992.39	799.89	88.66	101
24	В	102	2BHK	1 st	992.39	799.89	88.66	102
25	В	103	2BHK	1 st	992.39	799.89	88.66	103
26	В	106	2BHK	1 st	992.39	799.89	88.66	106
27	В	107	2BHK	1 st	992.39	799.89	88.66	107
28	В	108	2BHK	1 st	992.39	799.89	88.66	108
29	В	201	2BHK	2 <sup>nd</sup>	992.39	799.89	88.66	201
30	В	202	2BHK	2 <sup>nd</sup>	992.39	799.89	88.66	202
31	В	203	2ВНК	2 <sup>nd</sup>	992.39	799.89	88.66	203
32	В	208	2ВНК	2 <sup>nd</sup>	992.39	799.89	88.66	208
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S1 No	Block	Flat No	Туре	Floor	Built Up area (Sqft)	Carpet Area (Sqft)	Balcony area (Sqft)	Parking No.
33	В	301	2BHK	3rd	992.39	799.89	88.66	301
34	В	302	2BHK	3rd	992.39	799.89	88.66	302
35	В	307	2BHK	3rd	992.39	799.89	88.66	307
36	В	308	2BHK	3rd	992.39	799.89	88.66	308
37	В	401	2ВНК	4th	992.39	799.89	88.66	401
38	В	402	2ВНК	4th	992.39	799.89	88.66	402
39	В	403	2ВНК	4th	992.39	799.89	88.66	403
40	В	406	2ВНК	4th	992.39	799.89	88.66	406
41	В	407	2ВНК	4th	992.39	799.89	88.66	407
42	В	408	2ВНК	4th	992.39	799.89	88.66	408
43	В	501	2ВНК	5 <sup>th</sup>	992.39	799.89	88.66	501
44	В	502	2ВНК	5 <sup>th</sup>	992.39	799.89	88.66	502
45	В	503	2ВНК	5 <sup>th</sup>	992.39	799.89	88.66	503
46	В	504	2ВНК	5 <sup>th</sup>	992.39	799.89	88.66	504
47	В	505	2ВНК	5 <sup>th</sup>	992.39	799.89	88.66	505
48	В	506	2ВНК	5 <sup>th</sup>	992.39	799.89	88.66	506
49	В	507	2ВНК	5 <sup>th</sup>	992.39	799.89	88.66	507
50	В	508	2ВНК	5 <sup>th</sup>	992.39	799.89	88.66	508

That, it is agreed by the parties that the 1st Party shall have no manner of objection if the 2nd Parties will enter into agreement for sale, sale deed, conveyance deed in favour of intending party in respect of their respective shares and the 2nd Parties shall have no manner of objection if the 1st Party performs the said acts in respect of its own share and the 2nd Parties and or their allotters will enroll themselves as the members of the Apartment Owners Welfare Society by paying the necessary membership fees, contribution and other regular dues, charges, taxes etc. towards setting up the corpus fund of the society which will be decided by the Developer and / or the society which will apply to all apartment purchasers in addition to the owner.

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Deepar Ku. Loda.

Jagyneswar Achary Notary, Govt. Of India Odisha, BBSR, Dist-Khurde Regd. No.-7791/2009

That, two sets the supplementary agreeme will 86006174 executed and after execution, one set will remain with 1st Party/Developer and another will remain with 2nd Parties.

# SCHEDULE OF PROPERTY

Dist-Khurda, Tahasi-Bhubaneswar, Mouza-Rudrapur, Ps-Balianta.

- 1. Khata No-412/124, Plot No-620, Area-Ac.0.180dec., Plot No-621, Area-Ac.0.080dec. Kisama-Gharabari, Status-Stitiban.
- 2. Khata No-412/125, Plot No-616, Area-Ac.0.090dec., Plot No-615, Area-Ac.0.090dec. Kisama-Gharabari, Status-Stitiban.
- 3. Khata No-412/144, Plot No-617, Area-Ac.0.380dec. Kisama-Gharabari, Status-Stitiban.

In total One Mouza, Three Khata, Five Plots & Total Area-Ac.0.820dec.

IN WITNESSETH WHEREOF the parties hereto having been agreed with the terms and conditions stated in this agreement are set and subscribe their hand and seal as token of free consent/will on thiscutou inday of November, 2021 at Bhubaneswar. Presence of Witness

Witnesses:

2. Lalit markon het yo krohner at het Homes pul Bhutsonled

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

Signature of the 1st Party

Laythore Portnack Swango Porsa wards Rita Panignahi,

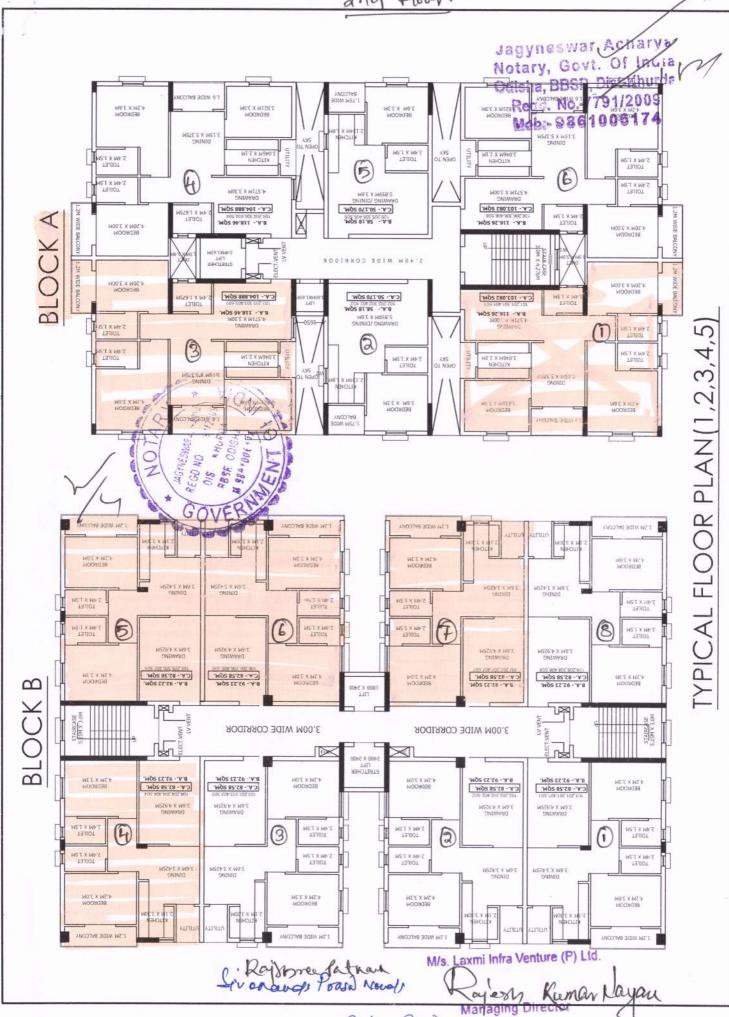
Signature of the 2<sup>nd</sup> Parties

Jagyneswar Acharya Notary, Govt. Of India Odisha, BBSR, Dist-Khurde Regd. No.-7791/2009

Mob:-986100617

ADVOCATE, BBSR

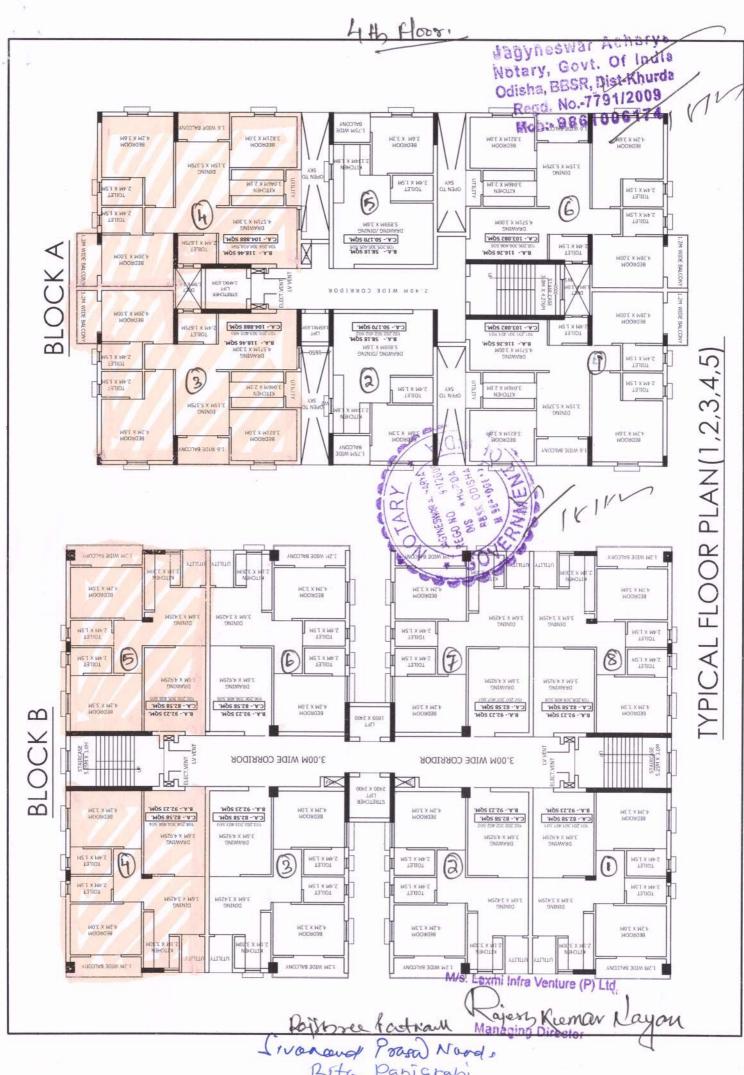
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Rita Panigrahi

Roystyree Bathan Rayan Managing Director You would

Rita Panigrani



Rita Panigrahi

5thfloor. Bagyneswar Ac Notary, Govt. Of India Odisha, BBSR, Oler-Khurda Regd. No.-7791/2089 3.821M X 3.0M WSZE'S X WST'S MSZE'S X MST'E DNINIO KITCHEN KITCHEN TOILET Z 4M X 1.5M 2.4M X 1.5M 5 (B) (4) MOE'E X MTZ5'+ MOD'E X WIZS'6 C.A.- 104.888 SQM. C.A.- 103.082 SQM. C.A. - 50.170 SQM, **BLOCK A** 805 808 806 808 8 My2 ap, att -, A, a 4'50M X 3'05M BEDBOOM S. 40M WIDE CORRIDOR MIDE C.A.- 104.888 SQM. C.A.- 50.170 SQM. C.A.- 103.082 SQM. DRAWING / DINING 5.859M X 3.6M 5.859M X 3.6M 5.859M X 3.6M MOEJE X M172.P MOE 30.811 -.A.B MOZET MASS TOTLET TOTLET  $^{7}$ TYPICAL FLOOR PLAN(1,2,3,4,5) 3 701LET 2.4M X 1.5M WETXING киснеи MSZE'S X WS1'I MSSELR X MET E 9.2 X 3.6M 4.2M X 3.6M 18/11/02 \* TISM MIDE BALCONY T'SM WIDE BALCONY 1'SW MIDE BYFCOWN DIMING 3.6M X 3.415M DINING 24M X LSM TOILET TOILET 2.4M X 1.5M TOILET (6 (8) (5 TOTLET 7 TOILET 2,4M X 1,5M DRAWING 3.6A X 4.925M MELE X MS.P C.A.- 82.58 SQM. C.A.- 82.58 SQM. 4.2M X 3.0M C'V'- 85'28 2ÓW' C.A.- 82.58 SQM. **BLOCK B** M M 3.00M WIDE CORRIDOR ENT 3.00M WIDE CORRIDOR STAIRC S.25M X.3  $\sim$ **X** STRETCHER LIFT 2400 X 2400 C.A.- 82.58 SQM. B.A.- 92.23 SQM. B.A.- 92.23 SQM. #SM X 3.3M B.A.- 92.23 SQM B.A. - 92.23 SQM. C.A.- 82.58 SQM, M259.4 X M3.5 3.6M X 4.92SM T010T X 4M X 1.5M 9 TOILET TOILET TOILET (a THE LOUISING 3 1 TOILET X 1.5M 2.4M X LSM TOILET TOILET Z-4M X L-5M MSSPLE X MALE 3.6M X 3.425M MSSP-E X MB-E WSSPLE X MALE 1.2M WIDE BALCONY 1.2M WIDE BALCONY I'SW MIDE BALCONY M/s. Laxmi Infra Venture (P) Ltd upen Fros D Noud Rita Parigrani



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Jagyneswar Acharya Notary, Govt. Of India Odisha, BESR, Dist-Khurda Regd. No.-7791/2009 Mob:- 9861066174

# **AGREEMENT**

This Deed of Share Allocation Agreement is made on this 29th day of December,2021 at Bhubaneswar.

#### BETWEEN

M/s LAXMI INFRA VENTURE (P) LTD. a company incorporate under the Companies Act, 1956 having it's Regd. Office at Plot No-315, P.O/P.S-Saheednagar, Bhubaneswar, Dist-Khordha, having CIN-U701010R2011PTC013564 Company PAN No.AACCL0256A represented by its Managing Director, MR. RAJESH KUMAR NAYAK, aged about 41 years, S/o-Sri Surendra Nayak, having Aadhar No-9579 0419 0507, Mob:-9439201387 (Hereinafter referred to as "1st Party/ Promoter/ Developer" which expression unless repugnant to the context or meaning thereof shall mean and include its successors, executors, administrators and assigns) of the FIRST PART.

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R.C. SAHOO STAMP VENDER BHUBANESW

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

Managing Director Nayon

(grav) Jagyneswar Acharya hotary, Gevt. Of Inch. Odisha, BZSR, Dist-Khurda Regd. No.-7791/2009

AND

Mob:- 9861006174 Smt. Rajshree Patnaik, aged about 55 years, W/o-Sri Prasant Kumar Patnaik, resident of Plot No-N1/99, I.R.C. Village, Nayapalli, Bhubaneswar, Dist-Khurda-751015, Aadhar No. 6966 9672 0545, PAN-CCGPP6545M, Mob:-9437807577, (Hereinafter called as "2nd Parties/Land Owners" which expression unless excluded by or repugnant to the subject or context shall deem to mean and include their legal heirs, representatives, successors, administrators, executors, agents and assigns) Hereinafter called the owner of the SECOND PART.

THAT, the 2nd Party Land owner along with other partners are the absolute, bonafied & recorded owners of the property in respect of Mutation Khata No.412/124, 412/125 & 412/144, Total Area-Ac.0.820 decimals under Mouza-Rudrapur (the details of which is described below as Schedule of Property).

THAT, the 2nd Party Land Owners gave an offer to the 1st Party/Developer to develop the scheduled property for construction of a multi-storied residential apartment building over the scheduled land and the 1st Party accepted the offer of the 2nd Party and accordingly as per the mutual discussion, both the parties have agreed and entered into one "Deed of Development Agreement" bearing Sl.No.1921 on dated 03.12.2018 & further entered into execution and registration of "Irrevocable General Power of Attorneys" bearing Document No.11081812580, 11081812579 & 11081812585 on dated 04.12.2018 under mutually agreed terms and conditions and subsequently, one Supplementary Agreement was executed on dtd.20.10.2020 between the parties for construction of Residential Apartment Building over the scheduled property.



Page 2 of 5

JAGYNE ZONA NOTARY SA, ODISHA BBSR, DIST A, ODISHA REGD, NO 7791/2000

**THAT**, as per aforesaid "Agreement, IGPA and 5397 Supplementary Agreement", the 1st Party/Developer is entitled to construct S+5 & B+S+5 Floor (MIG) residential apartment building in the name & style of "LAXMI ANNEX" over the said schedule of property in accordance to the permission granted by BMC Authority vide Letter No.75627, dtd.16.10.2021.

**THAT,** as per share allocation agreement dtd.15.11.2021, the 2<sup>nd</sup> Party has been allocated the shares in the Project-**Laxmi Annex**, situated in Mouza-Rudrapur of her share, the details of which is written in the table below:-

SI No.	Block	Flat No	Туре	Floor	Built Up area (Sqft)	Carpet Area (Sqft)	Balcony area (Sqft)
1	Α	201	ЗВНК	2 <sup>nd</sup>	1250.95	990.24	118.79
2	А	304	ЗВНК	3rd	1274.62	1009.50	119
3	А	403	3ВНК	4th	1274.62	1009.50	119
4	В	104	2ВНК	1 st	992.39	799.89	88.66
5	В	204	2BHK	2 <sup>nd</sup>	992.39	799.89	88.66
6	В	207	2BHK	2 <sup>nd</sup>	992.39	799.89	88.66
7	В	303	2ВНК	3rd	992.39	799.89	88.66
8	В	304	2ВНК	3rd	992.39	799.89	88.66
9	В	404	2ВНК	4th	992.39	799.89	88.66
10	A	502	1BHK	5 <sup>th</sup>	626.01	496.25	43.57
		ТОТА	L		10380.54	8304.83	932.32

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

( Septem Kerman Locyan Managing Director
Registrace Gathould

**That,** it is agreed by the parties that, the 1st party shall allot one car parking area as mentioned in the share allocation agreement after completion of construction work and ready for occupancy.

**That,** the 2<sup>nd</sup> party requested 1<sup>st</sup> Party for financial assistance to met her requirements against surrender of her share of allotted houses and the 1<sup>st</sup> party agreed on it and it has been decided that, out of above units; land owners kept only the following units

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Page 3 of 5



Sl No.	Block	Flat No	Туре	Floor	Built Up area (Sqft)	Carpet Area (Sqft)	Balcony area (Sqft)
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2	В	304	2BHK	3rd	992.39	799.89	88.66
3	A	502	1BHK	5 <sup>th</sup>	626.01	496.25	43.57
	) ii	TOTA	L		2893.02	2305.64	251.23

And rest of units as mentioned below are renounce in favour of 1st Party and the 1st Party Developer will pay the full & final consideration money of Rs.3,00,00,000/-(Rupees Three crores) only to the land owner 2nd Party for the Built-up area of 7487.52Sqft within 3years from the date of signing of this agreement in phase wise manner as per requirement of 2nd party. The GST & other Taxes as applicable to the following dwelling units shall be borne by the 1st party.

SI No.	Block	Flat No	Туре	Floor	Built Up area (Sqft)	Carpet Area (Sqft)	Balcony area (Sqft)
1	A	201	звнк	2 <sup>nd</sup>	1250.95	990.24	118.79
3	Α	403	звнк	4th	1274.62	1009.50	119
4	В	104	2BHK	1st	992.39	799.89	88.66
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7	В	303	2BHK	3rd	992.39	799.89	88.66
9	В	404	2ВНК	4th	992.39	799.89	88.66
		TOTA	L		7487.52	5999.19	681.09

That, it is agreed by the parties that, the 2<sup>nd</sup> Party shall have no manner of objection if the 1<sup>st</sup> Party will enter into agreement for sale, sale deed, conveyance deed in favour of intending parties and the intending purchasers will enroll themselves as the members of the Apartment Owners Welfare Society by paying the necessary membership fees, contribution and other regular dues, charges, taxes etc. towards setting up the corpus fund of the society which will be decided by the Developer/Society.

Mis. Laxmi Infra Venture (P) Ltd.

Managing Director

Reyshace (Ratrocite

Deepar Ku. Parla.

Jagyneswar Acharya Nogary, Goy of India Odisha, Bas Cacho (1997)

**That,** two sets the supplementary agreement will be executed and after execution, one set will remain with 1st Party/Developer and another will remain with 2nd Party.

#### SCHEDULE OF PROPERTY

Dist-Khurda, Tahasi-Bhubaneswar, Mouza-Rudrapur, Ps-Balianta,

- Khata No-412/124, Plot No-620, Area-Ac.0.180dec., Plot No-621, Area of Ac.0.0130dec out of Area-Ac.0.260dec. Kisama-Gharabari, Status-Stitiban.
- 2. Khata No-412/125, Plot No-616 & 615, Area-Ac.0.090dec., out of Area of Ac.0.180dec Kisama-Gharabari, Status-Stitiban.
- 3. Khata No-412/144, Plot No-617, Area of Ac.0.190dec out of Area-Ac.0.380dec. Kisama-Gharabari, Status-Stitiban.

In Total One Mouza, Three Khatas, Five Plots & Total Area-Ac.0.410 out of Ac.0.820 dec.

agreed with the terms and conditions stated in this agreement are set and subscribe their hand and seal as token of free consent/will on this 29 th day of December,2021 at Bhubaneswar.

Witnesses:

1. Despak ku. Parala Sto-Rabinanayan Parala Rasulgarh.

to i krulina en Sec

Popper Bousata

Dostakhunda

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

Managing Director

Signature of the 1st Party

Raj Stoce Patrain

Signature of the  $2^{nd}$  Party

Mon

Jagyneswar Achan Notary, Govi of Indi Odisha Disk Dist Khan

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M 078379

## **AGREEMENT**

This Deed of Share Allocation Agreement is made on this 5th day of January, 2022 at Bhubaneswar.

#### BETWEEN

M/s LAXMI INFRA VENTURE (P) LTD. incorporate under the Companies Act, 1956 having it's Regd. Office at Plot No-315, P.O/P.S-Saheednagar, Bhubaneswar, Dist-Khordha, having CIN-U701010R2011PTC013564 Company PAN No.AACCL0256A represented by its Managing Director, MR. RAJESH KUMAR NAYAK, aged about 41 years, S/o-Sri Surendra Nayak, having Aadhar No-9579 0419 0507, Mob:-9439201387 (Hereinafter referred to as "1st Party/ **Promoter/ Developer"** which expression unless repugnant to the context or meaning thereof shall mean and include its successors, executors, administrators and assigns) of the FIRST PART.

Page 1 of 5

B.D. MISHRA STAMP VENDER DSR OFFICE BHUBANESWAR CONTRACTOR OF THE PROPERTY OF eny Keman Nayan

JAGYNESWAR ACHARYA
NOW BEST OF INDIA
BEST OIST KHURDA, ODISHA
REGD. NO. 7791/2009
MOB: 8455885397

(1) Sri Sivananda Prasad Nanda, aged about 62 years, S/o-Sri Radhashyam Nanda, resident of Plot No-N1/136, I.R.C. Village, Nayapalli, Bhubaneswar, Dist-Khurda, Aadhar No. 7524 3291 8375, PAN- AAMPN9134C, Mob:- 9437095858 & (2) Smt. Rita Panigrahi, aged about 49 years, W/o-Sri Sivananda Prasad Nanda, resident of Plot No-N1/136, I.R.C. Village, Nayapalli, Bhubaneswar, Dist-Khurda, Aadhar No. 2908 6978 5262, PAN-ABMPP6095R, Mob:- 7381025858 (Hereinafter called as "2nd Parties/Land Owners" which expression unless excluded by or repugnant to the subject or context shall deem to mean and include their legal heirs, representatives, successors, administrators, executors, agents and assigns) Hereinafter called the owner of the SECOND

**THAT**, the 2<sup>nd</sup> Party Land owners along with other partner are the absolute, bonafied & recorded owners of the property in respect of Mutation Khata No.412/124, 412/125 & 412/144, Total Area-Ac.0.820 decimals under Mouza-Rudrapur (the details of which is described below as Schedule of Property).

PART.

Party/Developer to develop the scheduled property for construction of a multi-storied residential apartment building over the scheduled land and the 1st Party accepted the offer of the 2nd Party and accordingly as per the mutual discussion, both the parties have agreed and entered into one "Deed of Development Agreement" bearing Sl.No.1921 on dated 12.2018 & further entered into execution and registration of "Irrevocable General Power of Attorneys" bearing Document No.11081812580, 11081812579 & 11081812585 on dated 04.12.2018 under mutually agreed terms and conditions and subsequently, one Supplementary Agreement was executed on dtd.20.10.2020 between the parties for construction of Residential Apartment Building over the scheduled property.

J. J.

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JAGYNESWAR ACHARYA
NOTARY, GOVT. OF INDIA
BBSR, DIST- KHURDA, ODISHA
REGD. NO. 7791/2009
MOB: 8455885397

**THAT**, as per aforesaid "Agreement, IGPA and Supplementary Agreement", the 1<sup>st</sup> Party/Developer is entitled to construct S+5 & B+S+5 Floor (MIG) residential apartment building in the name & style of "LAXMI ANNEX" over the said schedule of property in accordance to the permission granted by BMC Authority vide Letter No.75627, dtd.16.10.2021.

**THAT,** as per share allocation agreement dtd.15.11.2021, the 2<sup>nd</sup> Parties have been allocated the shares in the Project-**Laxmi Annex**, situated in Mouza-Rudrapur of their share, the details of which is written in the table below:-

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

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S1 No	Block	Flat No	Туре	Floor	Built Up area (Sqft)	Carpet Area (Sqft)	Balcony area (Sqft)	Parking No.
01	A	203	звнк	2 <sup>nd</sup>	1274.62	1009.50	119	203
02	A	301	звнк	3rd	1250.95	990.24	118.79	301
03	A	404	3ВНК	4 <sup>th</sup>	1274.62	1009.50	119	404
04	В	105	2BHK	1 st	992.39	799.89	88.66	105
05	В	205	2BHK	2 <sup>nd</sup>	992.39	799.89	88.66	205
06	В	206	2ВНК	2 <sup>nd</sup>	992.39	799.89	88.66	206
07	В	305	2ВНК	3rd	992.39	799.89	88.66	305
08	В	306	2ВНК	3rd	992.39	799.89	88.66	306
09	В	405	2ВНК	4 <sup>th</sup>	992.39	799.89	88.66	405
10	А	505	1BHK	5 <sup>th</sup>	626.01	496.25	43.57	505
		TOTAL			10380.54	8304.83	932.32	

**That,** it is agreed by the parties that, the 1<sup>st</sup> party shall allot one car parking area to each flat as mentioned in the share allocation agreement after completion of construction work and ready for occupancy.

**That,** the 2<sup>nd</sup> party requested 1<sup>st</sup> Party for financial assistance to meet their requirements against surrender of their share of allotted houses and the 1<sup>st</sup> party agreed on it and it has been decided that, out of above units; land owners kept only the following units

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JAGYNESWAR ACHARYA
NOTARY, GOVT. OF INDIA
BBSR, DIST-KHURDA, ODISHA
REGD. NO. 7791/2009
MOB: 8455885397

S1 No	Block	Flat No	Туре	Floor	Built Up area (Sqft)	Carpet Area (Sqft)	Balcony area (Sqft)	Parking No.
01	В	305	2BHK	3rd	992.39	799.89	88.66	305
02	В	306	2BHK	3rd	992.39	799.89	88.66	306
03	В	405	2BHK	4 <sup>th</sup>	992.39	799.89	88.66	405
04	A	505	1BHK	5 <sup>th</sup>	626.01	496.25	43.57	505
		TOTAL			3603.18	2895.92	309.55	

And rest of units as mentioned below are renounce in favour of 1<sup>st</sup> Party and the 1<sup>st</sup> Party Developer will pay the full & final consideration money of Rs.2,70,00,000/-(Rupees Two Crores Seventy Lakhs) only to the land owner 2<sup>nd</sup> Party for the Builtup area of 6777.36Sqft within 3years from the date of registration of project before the ORERA Authority in phase wise manner as per requirement of 2<sup>nd</sup> parties. The GST & other Taxes as applicable to the following dwelling units shall be borne by the 1<sup>st</sup> party.

S1 No	Block	Flat No	Туре	Floor	Built Up area (Sqft)	Carpet Area (Sqft)	Balcony area (Sqft)	Parking No.
01	A	203	звнк	2 <sup>nd</sup>	1274.62	1009.50	119	203
02	A	301	звнк	3rd	1250.95	990.24	118.79	301
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04	В	105	2BHK	1 st	992.39	799.89	88.66	105
05	В	205	2BHK	2 <sup>nd</sup>	992.39	799.89	88.66	205
06	В	206	2BHK	2 <sup>nd</sup>	992.39	799.89	88.66	206
TOTAL					6777.36	5408.91	622.77	

**That,** it is agreed by the parties that, the 2<sup>nd</sup> Parties shall have no manner of objection if the 1<sup>st</sup> Party will enter into agreement for sale, sale deed, conveyance deed in favour of intending parties and the intending purchasers will enroll themselves as the members of the Apartment Owners Welfare Society by paying the necessary membership fees, contribution and other regular dues, charges, taxes etc. towards setting up the corpus fund of the society which will be decided by the Developer/Society.

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Deepak Ku. Porl

Page 4 of 5

JAGYNESWAR ACHARYA NOTARY, GOVT. OF INDIA BSR, DIST-KHURDA, ODISHA REGD. NO. 7791/2009

That, two sets of the supplementary agreement wMOBe 8455885397 executed and after execution, one set will remain with 1st Party/Developer and another will remain with 2<sup>nd</sup> Parties.

## SCHEDULE OF PROPERTY

Dist-Khurda, Tahasi-Bhubaneswar, Mouza-Rudrapur, Ps-Balianta.

- 1. Khata No-412/124, Plot No-620, Area-Ac.0.180dec., Plot No-621, Area of Ac.0.0130dec out of Area-Ac.0.260dec. Kisama-Gharabari, Status-Stitiban.
- 2. Khata No-412/125, Plot No-616 & 615, Area-Ac.0.090dec., out of Area of Ac.0.180dec Kisama-Gharabari, Status-Stitiban.
- 3. Khata No-412/144, Plot No-617, Area of Ac.0.190dec out of Area-Ac. 0.380dec. Kisama-Gharabari, Status-Stitiban.

In Total One Mouza, Three Khatas, Five Plots & Total Area-Ac.0.410 out of Ac.0.820 dec.

IN WITNESSETH WHEREOF the parties hereto having been agreed with the terms and conditions stated in this agreement are set and subscribe their hand and seal as token of free consent/will on this 5th day of January,2022 at Bhubaneswar.

Executed in Presence of Witness

Witnesses:

10/per Balgata

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

Signature of the 1st Party

Irvanende Pousi Nauda Rita Panigrahi

Signature of the 2<sup>nd</sup> Party

ADVOCATE, BBSR

REGD. NO. 7791/2009 MOB: 8455885397