

27 FEB 2024

भारतीय गैर न्यायिक



Regd. No. 66AA 391297

ଓଡ଼ିଶା ओडिशा ODISHA

Affidavit-cum-Undertaking

I **Mr. SRIKANTA KUMAR MOHANTY**, aged about 40 years, Son of Ratnakar Mohanty, resident of Plot No.319, Nuagaon Municipality Road, Sisupalgarh, Bhubaneswar, District-Khordha, Odisha, do hereby solemnly affirm declare and clarify as under:-

1. That I am the Managing Director of M/s. GAJALAXMI CONSTRUCTION PVT LTD and authorised signatory in respect of the Project namely **GAJALAXMI DREAMS**, developed on Plot No.44 Khata No.377/926, Plot No.45 Khata No.377/817, Plot No.49 Khata No.377/265, Mouza-Kuha, Tahasil-Jatni, PS-Airfield, Dist-Khordha, PIN-751002. and the Bhubaneswar Development Authority BDA have approved a layout plan over the plots vide no-53409 on dated-05.12.2023.
2. That, as decided and ordered by the respected Authority in the Authority meeting held on dtd.26.02.2024 in ORERA Office, Bhubaneswar, the promoter M/s. GAJALAXMI CONSTRUCTION PVT LTD shall promote the project as Layout plan and sell only layout plots.
3. Further, as explained by the promoter before the Authority, the promoter shall not construct and sell duplex houses on his share of land.
4. That, the promoter shall construct duplex houses only over the land falling under Land Owner's share. The promoter shall construct 18Nos. of duplex houses in total (16 Nos. for PRAFULLA KUMAR SENAPATI & OTHERS and 2 Nos. for SABYASACHI SENAPATI) and handover to land owners.
5. Share of landowners:-

1. PRAFULLA KUMAR SENAPATI -4no of Duplexes over layout plot no-17,18,25,26
2. AKSHYA KUMAR SENAPATI -4no of Duplexes over layout plot no-15,16,27,28
3. BIJAYA KUMAR SENAPATI -4no of Duplexes over layout plot no -14,24,39,40
4. AJAYA KUMAR SENAPATI -4no of Duplexes over layout plot no -19,20,23,29

GAJALAXMI CONSTRUCTION PVT. LTD.
Srikanta Kumar Mohanty
Managing Director



5. SABYASACHI SENAPATI --2no of Duplexes over layout plot no 11.12

[Signature]
Jagyneswar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009

Above declaration clarifies that the share of the land owners complies with the approved plan, development agreement and share allocation agreement.

GAJALAXMI CONSTRUCTION PVT. LTD.

Sankanta K. Mohanty
Managing Director

Deponent

Verification

The contents of my above Affidavit cum-Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at Bhubaneswar on this 27th day of February, 2024.

GAJALAXMI CONSTRUCTION PVT. LTD.

Sankanta K. Mohanty
Managing Director

Deponent

IDENTIFIED BY ME
[Signature]
ADVOCATE, BBSR

[Signature]

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



12 FEB 2024

भारतीय गैर न्यायिक

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RUPEES

Rs.10

INDIA NON JUDICIAL

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AFFIDAVIT

66AA 391295

I Mr. **SRIKANTA KUMAR MOHANTY**, aged about 40 years, Son of Ratnakar Mohanty, resident of Plot No.319, Nuagaon Municipality Road, Sisupalgarh, Bhubaneswar, District-Khordha, Odisha, do hereby solemnly affirm declare and clarify as under:-

1. That I am the Managing Director of M/s. GAJALAXMI CONSTRUCTION PVT LTD, having its office At- Nuagaon Municipality Road Nathapur, PS- Dhauli, PO- Sisupalagarh, Bhubaneswar, Odisha, India, 751002.
2. That I am the Authorised signatory in respect of the Project namely **GAJALAXMI DREAMS**, developed on Plot No.44 Khata No.377/926, Plot No.45 Khata No.377/817, Plot No.49 Khata No.377/265, Mouza-Kuha, Tahasil- Jatni, PS-Airfield, Dist-Khordha, PIN-751002.
3. That as per the development agreement executed on dtd. **29.01.2021**, the share of the land owners (**Prafulla Kumar Senapati & others**) is **36%** and promoter's share is **64%** of the total number of sub-plots developed over the Plot No.49 Khata No.377/265. Total **42** number of sub-plots is to be developed over this plot as per the approved layout plan and 36% of 42 Nos. is 15.12 Nos. But Promoter has given **16 Nos.** of sub-plots to the Land Owners and kept **24Nos.** in their own part as per the mutual understanding between the Land Owners & Promoter and the same has been mentioned in the share allocation agreement as well.
4. Further, as per Point No.8 of Page No.4 of the development agreement, it was mutually agreed that the promoter will sell **50%(i.e.12Nos. O/o 24 Nos)** of the sub-plots from his share. After that promoter will develop duplex houses on **50%(i.e. 8 Nos. O/o 16 Nos.)** of sub-plots allocated to Land owner i.e. Promoter will develop duplex houses for Land Owners over the sub-plots allocated to Land Owners and handover to Land Owners.

After this the promoter will be allowed to sell next **50% (i.e. rest 12 Nos.)** of the sub-plots from promoter's share. Promoter after selling all the sub-plots (24 Nos. O/o 24Nos.) from its share will develop duplex houses again on rest **8 Nos.** of sub-plots allocated to Land Owners and handover to Land Owners.



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

[Handwritten Signature]

Above declaration clarifies that the share of the land owners complies with the approved plan, development agreement and share allocation agreement.

GAJALAXMI CONSTRUCTION PVT. LTD.

[Handwritten Signature]
Deponent
Managing Director

Verification

The contents of my above Affidavit cum-Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at Bhubaneswar on this 12th day of February, 2024.

GAJALAXMI CONSTRUCTION PVT. LTD.

[Handwritten Signature]
Deponent
Managing Director

Pratfulla Kumar Senapati

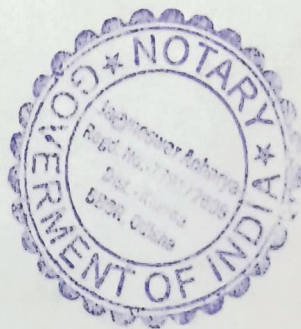
Akshay Kumar Senapati
ଝାଞ୍ଚିକାମିନୀପୁର

Ajaya Kumar Senapati

[Handwritten Signature]

IDENTIFIED BY ME

[Handwritten Signature]
ADVOCATE, BBSR



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



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INDIA NON JUDICIAL

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AGREEMENT

Collaboration agreement for commercial exploitation of the land by construction of independent duplex units having the character of a joint venture scheme.

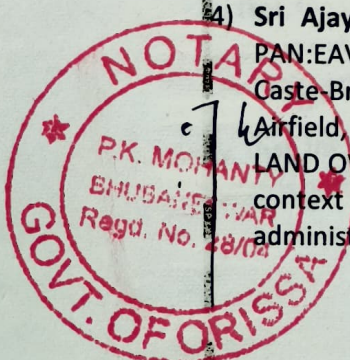
THIS DEED OF AGREEMENT, executed on this 29th day January, 2021 at Bhubaneswar.

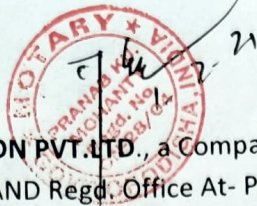
BETWEEN

- 1) Sri Prafulla Kumar Senapati, aged about 65 years, by Profession- Retd. Govt. Servant PAN:DWIPS31782, Aadhaar No.926025543249, Mobile No.9938555539..
- 2) Sri Akshaya Kumar Senapati, aged about 61 years, by Profession- Retd. Govt. Servant, PAN:DFZPS5933H, Aadhaar No.469550950188, Mobile No.7873830158.
- 3) Sri Bijaya Kumar Senapati, aged about 58 years, by Profession- Cultivation, PAN:DSRPS1896C..Aadhaar No.760523097815, Mobile No.9114137560.
- 4) Sri Ajaya Kumar Senapati, aged about 54 years, by Profession- Govt. Servant, PAN:EAVPS9060M, Aadhaar No.600929714962, Mobile No.9938424543 all are by Gaste Brahim and sons of Late Dhaneswar Senapati, resident of Vill/PO-Kuha, PS-Airfield, Bhubaneswar, Dist- Khordha, Odisha, (hereinafter referred and called as the LAND OWNERS/ FIRST PARTIES) which expression unless repugnant to the subject to context shall mean and include their legal heirs, successors, executants, administrators and assigns of the First Part.

Prafulla Kumar Senapati
Akshaya Kumar Senapati
Bijaya Kumar Senapati
Ajaya Kumar Senapati

Gajaband Construction Pvt. Ltd.
Srikrishna Prakash
Managing Director





M/s. GAJALAXMI CONSTRUCTION PVT.LTD., a Company having CIN.U45200OR2012PTC015617.AND Regd. Office At- Plot No. 319, Nuagaon Municipality Road, Bhubaneswar, District- Khorda, Odisha PAN:AAECG7941B.represented through its **Managing Director Sri Srikanta Kumar Mohanty**, aged about .40.years, Son of Ratnakar Mohanty, by profession- Business, Aadhaar No.965396839095. Mobile No.9338216998..hereinafter referred to as the **Builder/Developer/Second Party**) which expression unless repugnant to the subject or context shall mean and include its Executors/ Directors/ legal representatives, heirs, successors, administrators, representatives, executors, Directors, assigns of the **Other Part**.

WHEREAS

WHEREAS, the below mentioned schedule of property stands recorded in the name of the 1st parties vide mutation case No. 3782/13 and the 1st Parties are the absolute recorded owner in Possession over the said property without any dispute.

SCHEDULE OF PROPERTY

District- Khorda, Tahasil- Jatni, P.S- Bhubaneswar, P.S. No.51, Hal P.S.- Airfield, under the jurisdiction of Sub-Registrar Office- Jatni, Mouza-Kuha, Khata **No.377/265** (three hundred seventy seven by two hundred sixty five), Chaka No.33, Plot No. **49** (forty nine), Area **Ac2.105** decimal (Full Plot) (two acres and one hundred five decimals), Kisam- Chaka. The sketch map of the said property along with area statement as marked in red colour is attached herewith.

Bounded by:

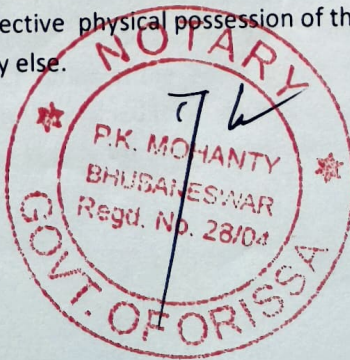
North:-..... South: Bhima Garabadu.
East.....West.....

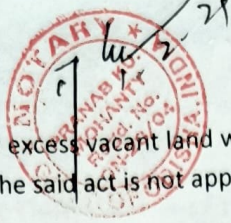
2. With a view to develop the said plot of land by raising pucca,- construction of Duplex Houses over the said plot of land, the owner finally selected the developer, after several discussions and represented as follows:-

- i. That, the owner/first parties are the sole and absolute owner of the said plot of land and none other than them have any demand or claim over and in respect of the said plot or property.
- ii. That, the said plot is free from all encumbrances, whatsoever or howsoever.
- iii. That, the said plot is not subject matter of any scheme of alignment of the state or Central Govt. Or any statutory body or bodies and is not affected by any notification nor the same are requisitioned or acquisitioned by any to the knowledge of the owner.
- iv. That, the said plot is in actual respective physical possession of the owner and no part of the same is held or possessed by anybody else.

Rajella kumar Senapati
A. Srikanta Kumar Mohanty
A. Srikanta Kumar Mohanty
A. Srikanta Kumar Mohanty
A. Srikanta Kumar Mohanty

Gajalaxmi Construction Pvt. Ltd.
Sri Srikanta Kumar Mohanty
Managing Director





v. That, the owner do not own or possess any excess vacant land within the meaning of the urban land (Ceiling and Regulation Act, 1976) and the said act is not applicable to the landed property situated within **BDA/BDO/GP**.

vi. That, the said plot of land is free from all encumbrances and have not been hypothecated, pledged, mortgaged to any person(s) or Government or Private organization, nor any loan or advance has been obtained against the above said land.

vii. That, there is no bar legal or otherwise for the owner to obtain clearance under the Indian Income Tax Act.

viii. That, all taxes and Govt. Revenue or rent in respect the said property have been paid and cleared upto date by the 1st party/owner.

ix. That, there is possibility of development of the said plot of land by making construction of new building comprising of several independent duplex houses with common service facilities.

3. The developer/second party is a construction company and undertakes construction jobs of residential duplex houses and inter-alia arranges sale of residential duplex houses to the interested buyers. Relying up the aforesaid representations by the land owner, the developer has agreed to undertake development of the said plot by causing construction of residential duplex houses upon the land comprised in the said plot more fully and particularly described in the land schedule written here above and annexed as an annexure as per the plans that may be legally sanctioned and/or approved by the appropriate authority. It is agreed upon by both parties that the entire cost of development and construction of Residential Duplex Houses over the scheduled land as per the plans to be approved by the **BDA/BDO/GP** shall be borne by the developer and out of which the land would be entitled to get 36% (thirty six percent) of duplex houses as per actual constructed super built up area over the scheduled property and the remaining of constructed duplex houses shall be absolutely the developer's share and the owner shall have no right over the said constructed Duplex houses.

4. That, it has been agreed by both the parties that the residential duplex project shall be completed within 30 (thirty) months with approved Plan of **BDA/BDO/GP/ORERA** from the date of execution of allocation agreement between both the parties.

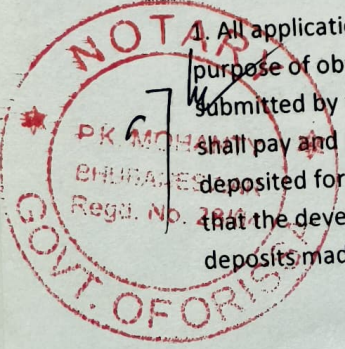
5. That, the builder may do anything for the land to get approval from **BDA/BDO/GP** as per the requirement.

NOW THIS AGREEMENT WITNESSETH AND the parties (Developer and Landowner) here to and hereby agree and declare as follows:-

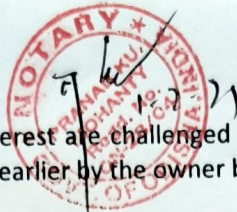
1. All application plans and other paper and document as may be required by the developer for the purpose of obtaining necessary sanction from the appropriate authority shall be prepared and submitted by the developer on behalf of the owner at his own cost and expenses and the developer shall pay and bear all fees including architects fees, charges and expenses required to be paid or deposited for the purpose of the construction of the building over the said plot provided however that the developer shall be exclusively be entitled to all refunds of any or all payment and/or deposits made by the developer if the land is not available to the Developer with full free

Arajella Kumar Sarapaty
Ajaykumar Kumar Sarapaty
Ajaykumar Sarapaty
Ajaykumar Sarapaty

Gajalaxmi Construction Pvt. Ltd.
Srikanth K. Jayaraman
Managing Director



encumbrances and the right, title and interest are challenged in any forum/ court and the statements as reflected in this agreement earlier by the owner become false any frivolous.



2. The owner shall execute a registered General Power of attorney in favour of the developer for obtaining sanction of the building plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing the follow up the matter with the Bhubaneswar Development Authority and other authorities, commencing and carrying on construction of new residential duplex houses upon the said plots and for the purpose to avail electrical, water drain age, sewerage and to sale of duplex as per the share of the developer to the intending customers and/or other facilities and amenities that are generally required and to deal with the entire project in the manner as both the parties may think proper.

3. That, it is agreed between the parties that, the 2nd party has paid a sum of Rs.40,00,000/- (Rupees Forty lakhs) only to the 1st party today and another Rs.40,00,000/- (Rupees Forty lakhs) only will be paid after ORERA Registration to the 1st party and also the same amount Rs.80,00,000/- (Rupees Eighty Lakhs) only is to be returned back after completion of duplex houses without any interest to the 2nd party by the 1st party.

4. Simultaneously on the execution of a document the owner shall deliver all true copies of title deeds and documents relating to the said plot to the developer to make out a marketable title in respect of the said plot free from all encumbrances, charges, liens, lispence, attachment, trust, whatsoever or howsoever. It is stated that marking out a true and marketable title over and in respect of the said plot of land shall be treated as the essence of this agreement.

5. The Developer shall construct the duplex houses on the said plot within 30 months (thirty) with approved plan of BDA/BDO/GP/ORERA from the date of execution of allocation agreement between both the parties.

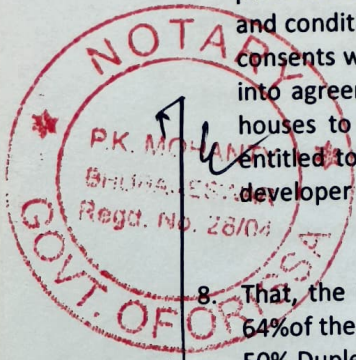
6. That, the developer shall incur all costs, charges and expenses for constructions, erection and completion of the approved building and also all costs charges and expenses for obtaining building plans/sanction from the BDA/BDO/GP/ORERA.

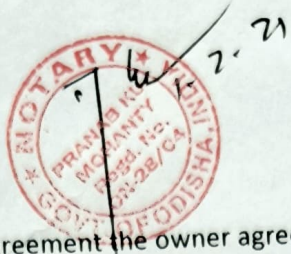
7. That, the Developer will be entitled to deal in terms here of and sale the lay out plots & Duplex houses constructed there on in respect of Developers share to such interested purchasers to whom the developer will procure on its own on such rates and on such terms and conditions that the developer may fix and formulate for which no further permission or consents would be necessary by the owner. The developer shall further be entitled to enter into agreement for consideration money in part or full in respect of their share of duplex houses to be constructed for which the landlord will not be liable. The owner shall be entitled to their share of Duplex houses and saleable area of interest in the land and the developer shall have no right over the same owners' share in any manner whatsoever.

8. That, the Developer shall entitle to sell alienate 50% of the layout plots/sub plots out of 64% of the developer share in favour of any prospective buyers and after that shall construct 50% Duplex houses out of 36% of the Duplex houses belongs to land owner share .Further it is agreed that the Developer shall sell/alienate the balance 50% of the lay out plots out of 64% of the Developer share .and construct the balance 50% Duplex houses out of 36% of the land owner share.

Arajella Kumar Senapati
Ajay Kumar Senapati
Ajay Kumar Senapati
Ajay Kumar Senapati

Gajalaxmi Construction Pvt. Ltd.
Sreeraj Kumar Senapati
Managing Director





9. Immediately after the execution of this agreement the owner agree that the developer shall have the right of access to the said plot as mentioned in schedule of the land and the owner agreed to handover all true copies of title deeds, and other documents relating to the said plot to the developer on the same day to satisfy the title of the owner in respect of the said plots free from all encumbrances, trusts what so ever.

10. The proposed new building shall have such common facilities and common restrictions as shall be mutually agreed upon between the owner and the developer as per the provisions of the O.D.A Act and ORERA Act.

11. The owner hereby undertake that there shall be no interference and/or disturbances from the owner or any persons claiming through them provided however that the developer performs and fulfils all the terms and conditions herein contained and on the part of the developer to be performed and observed.

12. The developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sorts of act for commission of the developer in or relating to the construction of the said building.

13. The developer hereby undertakes to keep the owner indemnified against all actions, suits, posts out of the proceedings and claims that may arise out of the developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or any defect t5herein. The landowner shall in no way be acted to the construction of the building/duplex houses and shall have no liability for payment of wages, compensation and damage etc. To be paid under any agreement or dispute. But in case the developer is prevented to executed the development of the land, the owner will cooperate to the maximum satisfaction with in legal limits.

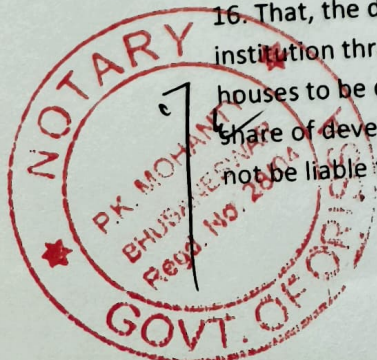
14. As and from the date of completion of the said duplex houses, the developer and/or the owner and/or its transferee shall each be liable to pay and bear proportionate charges on account of wealth tax and all other rates taxes and out goings payable in respect of their respective share of houses.

15. That, the developer shall execute an agreement with the first party/ owner allocating the owner share of duplex houses and other saleable area after the approval of plan and permission to undertake construction.

16. That, the developer shall have right to obtain loan from any nationalized bank, financial institution through its intending purchasers by creating equitable mortgage over individual duplex houses to be constructed and allotted over the schedule property in respect of duplex as per the share of developer in terms of the allotment agreement and in that event the first party/owner shall not be liable for the same in any manner.

Arabella Kumar Senapati
Ajay Kumar Senapati
Ganesh Kumar Senapati
Ajaya Kumar Senapati

Gejalaxmi Construction Pvt. Ltd.
Sree Kumar Senapati
Managing Director





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17. That, the 2nd party cannot get/engage any other developer or builder for construction on behalf of the 2nd party without permission of the 1st party

18. The developer shall have the right to enter into the agreement with intending purchasers/rent of units charge assign/mortgage/lease/rent and let out 64% of the total construction duplex houses to any nationalized banks/undertaking sectors/private banks or any other financial institutions. It is hereby agreed that the developers shall have the right to finalize settle and negotiate the price of duplex houses to be fallen to the share of the developer at such rate as the developers in their absolute discretion think proper.

19. The builder/developer reserve the right to execute necessary sale deeds/lease/deeds/mortgage deeds/rent deed/ any other deeds or conveyance in respect of any buyer/lessee directly against 64% of the lay out plots/sub plots in the proposed housing complex or avail finance from the financial institution for construction of the said housing project.

20. The developer shall be at liberty to appoint their own contractors, staffs, supervisors, managers, engineers to carry out the construction works and the owner will not have any objection for the same.

21. The installation of transformer and substation will be done by the developer at its own cost for the housing project but for availing individual power supply/energy charges will be paid by prospective purchasers/land owner's against their respective duplex houses.

22. That, the developers shall have the right to receive any earnest money/full amount from the intending purchasers/buyers as may be deemed necessary and present the same for registration before the concerned registering authority.

23. That, if any national calamity will be arise during the fixed time, the schedule time will be extended on mutual consent of the parties.

24. That, the parties agreed that this agreement shall not be terminated by the owner during the currency of the agreement is extendable for reasons of hindrance not attributable to the developer. A registered Power of attorney which will execute by the 1st parties in favour of the 2nd party shall be a part of this agreement.

25. Miscellaneous: The name of the proposed complex shall be "GAJALAXMI HOMES"

Aravinda Kumar Senapati
Arunima Kumar Senapati
Aravinda Kumar Senapati

Gajalaxmi Construction Pvt. Ltd.
Managing Director
Souvik Kumar Biswas

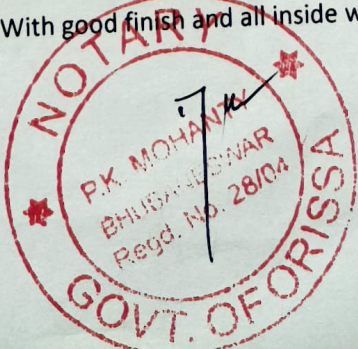
SPECIFICATION

STRUCTURE:

RCC frame structure M20 grade

Cement concrete using standard size metal in 1:4:8 Prop. For base of the column footing and below the footing.

All outside plastering in (1:6) Prop. With good finish and all inside wall plastering in (1:6) prop and ceiling plastering (1:4) prop.





All bricks walls with 1st class kiln/concrete bricks in cement mortar of 1:6 prop for 10" or 8" and 1:4 prop. For 5" thickness walls.

Cement of the reputed make like Lafarge, L & T, Konark, ACC etc, or other equivalent make.

Steel materials like rod etc. Of the reputed make like TATA, SAIL, Vizag, SRMB, Scan etc. Or of any reputed company.

DOORS:

Door frame: Sal wood doors, Teak Veneer flus doors of reputed make/wood frame decorative laminated.

Door fittings: standard hardware fitting/ main entrance door should be of teakwood.

WINDOWS:

Aluminun/ UPVC/MS of reputed make (NCL, Fenesta, Jindal, Polywood) or equivalent with Ms grills.

Inclusive of pin headed/tinted glass.

FLOORING:

Toilets: Antiskid tiles/ marble of reputed make

Other rooms: Marbles/verified tiles of reputed makes.

TOILETS:

Wall: Ceramic files upto 7'height

Floor: Antiskid ceramic title of reputed makes

Fittings: Sanitary and C.P fillings or reputed make (CP firings are of Jaguar/Marc/equivalent)

Attached Toilet: European W.C. of (Hindware/parryware/equivalent)

Common Toilet: Indian W.C. of (Hindware/parryware/equivalent)

Fixture: Towel Rod, Towel Ring, Soap Case etc.

KITCHEN

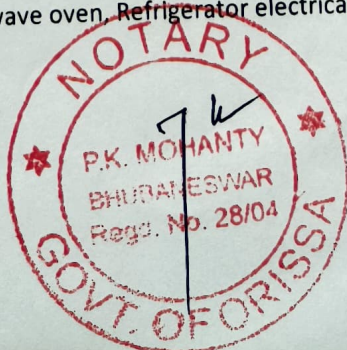
Black granite platform

Stainless steel sink

2' dado above platform in ceramic glazed tiles.

Provision for Aqua-guard, Microwave oven, Refrigerator electrical chimney's electrical point in Kitchen.

WATER SUPPLY:



Aradhana Kumar Senapati
Ajithkumar Kumar Senapati
GAD 5105-5110
Ajaya Kumar Senapati

Gajalaxmi Construction Pvt. Ltd.
Sreeharan B. P. to be verified
Managing Director

24 hours water supply with over head tank/separate bore well.

ELECTRICALS:

Concealed copper wiring shall be of reputed make (Finolex, Anchor/Havels/equivalent).

Modular electrical accessories shall be of reputed make (finolex, Anchor/Havels/equivalent).

Necessary MCBs will be provided at the main distributors Box in each flat (Finolex, Anchor/havels/equivalent).

PAINTING

Internal wall: Finished with putty

External walls: Painted with weathe coat of ICICI Dulux/ Asian Pains/ Equivalent)

Enamel pain to steel work.

IN WITNESSES WHEREOF the parties to this agreement have put their seal and signature of this day month and year above mentioned in presence of the following witnesses.

WITNESS

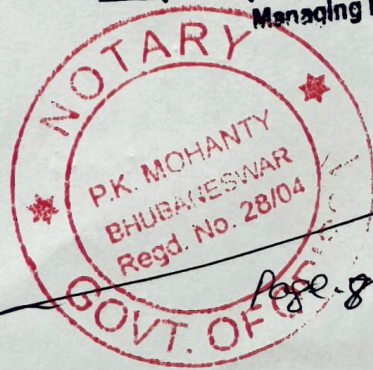
- 1 - Hemanta Ku. Senapati
- 2 - Deef K. Saha

Signature Of First Party

- 1 Prabhulla Kumar Senapati
- 2 Akhaya Kumar Senapati
- 3 ବିନୟ କୁମାର ସେନାପତି
- 4 Araya Kumar Senapati

Signature Of The Second Party

- 1 Gajalaxmi Construction Pvt. Ltd. *Sudhakar Kumar Mohanty*
Managing Director
- 2



01-02-2021
Page 8 of 8

Prabhulla Kumar Senapati