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Odisha, BBSR, Dist-Khurda Regd. No. - 779 02009 780237 Mob. - 9661696174

AGREEMENT

THIS AGREEMENT is made on this 9th day of December 2013.

BETWEEN

Mr. Dilip Kumar Biswal aged about 45 years, S/o. Sri. Rahas Bihari Biswal, by caste-Khandayat, by Occupation- business, resident of Plot No- C/4, BJB Nagar, Bhubaneswar, Dist- Khurda, hereinafter referred as "THE OWNER / First Party (which expression unless by or repugnant to the subject or context shall deem to mean and include his/their legal heirs, successors, representatives, administrators, executers and assignees of the FIRST PART.

AND

"M J ACCRETION PVT. LTD", a company incorporated under the companies act having its, registration no U55101.OR.1998 PTC 005518 having its office at. Plot No. 4782, SEREE TOWER, FLAT NO. 8, BJB NAGAR, BHUBANESWAR, Dist.-Khurda represent through its Director 1. Shri Sanjeev Kumar Jain, aged about 50 years, son of Shri Satish Kumar Jain, 2. Shri Mayank Jaiswal, aged about 26 years, son of Shri Manohar Jaiswal, 3. Shri Manas Motwani, aged about 24 years, son of Shri Dillip Kumar Motwani, hereinafter referred as "THE DEVELOPERS / SECOND PARTY (which expression unless by or repugnant to the subject or context shall deem to mean and include mis/their legal heirs, successors, partners, representatives, administrators, executers and assigns of the SECOND PART.

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Odisha, BBSR, Dist-Knutda Regd. No. - 779/12009

WHEREAS the Schedule property, Mouza- Raghunathpur, Tahasil- Bhubaneswar, DSRO-Bhubaneswar, PS-Chandrasekharpur, Dist-Khurda, 1. Khata No-729/677, Plot no-1514/2788, area- Ac 0.050 decs, Status-Stitiban, Kisam-Biali Dofasal 2. Khata No-517,a) Plot No-1511, Area- Ac 0.090 decs from southern side of total area Ac 0.230 decs. b) Plot No-1513, Area- Ac 0.060 decs out of Ac 0.150 decs. Total 1 Khata, 4 Plots, Area- Ac 0.285 decs. Khata No-517, Plot No-1511, area- Ac 0.090 decs from southern side and Plot No-1513, area-Ac 0.060 decs Total area- Ac 0.150 decs stands in the name of Sri. Ansuman Mishra, S/o Sri. Prasanna Kumar Mishra, who sold the property to Mr. Dilip Kumar Biswal, vide registered saledeed no-20173, and serial no-22022 on dated 22/11/2009, 2) Khata No- 517, Plot No-1512, Area- Ac 0.085 decs out of total area- Av 0.430 decs from northern side stands in name of Smt. Bandita Pradhan, w/o Sri. Kartikeswar Parida, who sold the property to Mr. Dilip Kumar Biswal vide registered sale deed no-20094, serial no-21934 on dated 24/11/2009 3) Khata No-729/677, Plot No-1514/2788, Area-Ac 0.050 decs stands in the name of Sri. Hrushikesh Padhihary S/o Late Bikala Padhihary, who sold the property to Mr. Dilip Kumar Biswal, vide registered sale deed no-21606, serial no-23564 on dated 15/12/2009, DSRO-Bhubaneswar, Dist-Khurda, thus the party of the first part is the lawful owner of the schedule property having absolute right, title interest and possession over the same..

WHEREAS the said premises is free from all sorts of encumbrances, charges, despondence, attachments, trusts whatsoever or howsoever and the owners have full power and absolute authority to deal with the same in the manners as may think proper having right, title and interest.

WHEREAS for the purpose of development of the said premises the owners (1st parties) have agreed to give an exclusive right of development on **Ac 0.285 decs** to construct new building/buildings on the said premises and shall hand over the relevant necessary original documents of schedule land up to and in favour of the Developers for the considerations and on the terms and conditions herein after appearing.

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

- 1. The owners have represented to the Developers as follows:
- a. That, the said property is in the Khas possession of the owner and there is no trespasser or occupier, on the said premises or any portion thereof.
- b. That, the owners are not holding any of excess vacant land within the meaning of the Urban Land (ceiling and Regulations) Act, 1976.
- c. That non-other than the owner have any claim, right, title, interest and / or demand over and in respect of the said premises or any portion thereof.

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M J Accretion Pvt. Ltd.

Monos Motwar

Director

M J Accretion PV3. Ltd.
Mayark Taiswal
Director

Divent

Beepak Kruna Rout

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Notary Gord of India
Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
Regd. No. - 9861006174

- d. That the said premises is free from all sorts of encumbrances, charges, liens, despondence, attachment, trust acquisition, requisition, alignment whatsoever howsoever.
- 2. That in consideration of the owners having agreed to grant the exclusive right of development of the said premises, as herein provided and relaying upon the aforesaid representations and believing the same to be true and assigned on the faith thereof. The developer has agreed to obtain the exclusive right of development of the said premises and in consideration on thereof, the Owner will get 35% of the total constructed building and open space thereon and the second party would get 65% of the total constructed building and open space thereon and the Second Party the Developer will built the flats as planed approved by the BDA.
- 3. That the builder has the right to develop and prepare necessary plans and to take necessary steps for approval right to deal with the land and can prepare and implement any housing scheme in respect of these with provision of internal roads, lightening, sewerage and other amenities in consonance with the law governing such construction that the builder shall have the right to file application, submit layout plans, building plans and shall be responsible for deposit of required fees and do all things which may be necessary for completion of the project.
- 4. That the building shall be constructed after due physical possession is handover by the First Party, and same shall be done within 30 days from the date of approval of the plan.
- 5. That in the event of any loss or damages incurred due to any dispute over the title and ownership of the land or the possession there on the same will be compensated by the First party to the Builder.
- 6. That the project shall be completed within the stipulated time of 42 months from the date of the approval of plan from the BDA. Unless prevented by reason beyond the control of the developers viz earthquake, retaining of cement, rods, etc.

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TERMS AND CONDITIONS OF THE OWNERS:

- 1. The owner's share will be decided with mutual understanding (Falling all height & all side overall block proportionately) before the commencement of work. And shall be provided by equal amenities as other owners of flat.
- 2. That the share of the first party will be 35% and share of second party will be 65%, the first party if desire to dispose any part of his share than that shall be not more than 35% and shall be confined to share allotment agreement and same with the second party.
- 3. That the first party shall be a part of the society to be formed after completion of building. The first party shall pay the society charges to the society as and when charged by the society, irrespective of the flats being occupied.
- 4. That in future if any addition construction is done by the builder then in that case the first party will get 35% of his share out of the total addition construction area.
- 5. That it is further agreed that after execution of this agreement and till completion of the units the developer shall have to pay the revenue rent and holding tax of the land and the electricity bill, water etc. The Builder should keep informed to the owner with regard to the day-to-day development thereof.
- 6. It has been agreed by and between the parties herein as follows:
- a. That the owner or any person claiming to them shall not interfere with the construction activity at site.
- b. That the owner shall not do or cause to do any act / deed or things concerning the property whereby the rights of the builder undertaking the development work is hampered or disturbed.
- c. The owner shall sign the map or the plan and other papers as may be required and shall also sign all other papers, documents as may be required or be necessary for the purpose for getting the said sanction and obtaining all necessary for the purpose for getting the said sanction and obtaining all necessary approval.
- d. For the purpose of giving effect to this agreement the owner shall execute a registered general power of attorney in the name of the partners of the developer firm which shall remain irrevocable and within the limits of the authority aforesaid and the scale provided by the agreement date.

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7. That the name of the PROJECT shall be "

8. The owner has further agreed as follows:

- a. Not to sell, transfer or mortgage or charge or encumber or alienate the said premises or any part thereof except the portion allocated to him in this agreement.
- b. Not to enter into any agreement for development in respect of the said property with anybody else.
- c. Not to do any act, deed or thing whereby the developer may be prevented selling assigning and / or disposing of any of the developer allocation portion in the building/units or at the said premises.
- d. The owner shall deliver the peaceful and vacant possession of the said premises to the developer with 30 days from the execution of this agreement.
- e. The owner will be no way responsible for any defective construction of the building
- 9. That the Second Party shall complete the building as per the norms of the concerned development authority as per the amenities and specifications mentioned below.
- 10. That the second party shall in liberty to construct the building/buildings on the land adjacent to the said scheduled land and the First Party shall get only proportionate to the area of the land out of total land used in construction for which no further consent of first party is required.

Amenities & Specifications:

- R.C.C. frame structure with columns & beams. Walls of 1st, class Bricks & plastering with rich cement mortar, interior wall finish with plaster of parish and external wall finish with attractive cement paint.
- Flooring: Entire 1st floor with dunguri marble/vertified floor tiles with 6" dado.

Kitchen: Cooking platform with built-in sink of granite. Glazed tile up to roof height above the cooking platform. One exhaust fan point and one grinder / water purifier point.

M J Accretion Pvt. Ltd.

Director

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Bath -cum-Toilets: Flooring of antiskid tiles, glazed wall tiles up to ceiling height, C.P. fittings of reputed brand such as Jaguar/marc. Sanitary fittings of hindware/parryware or equivalent.

One geyser point, one washing machine point, one common washbasin and one washbasin in the attached toilet. All the attach Bath will be colour tiles and comod.

Doors & Windows:

- a. Main door with both side teak veneer lamination with salwood choukath.
- b. Inner doors of flush ply wood.
- c. All windows of powder aluminum with glass along with safety grill.
- d. Quality hardware fittings of godrej or equivalent.

> Electrical Works : Concealed copper wiring network and electrical fittings of good quality, with MCB (Miniature circuit breaker) in each Flat / House.

One telephone point, one cable T.V. point in all bed rooms and living rooms, T.V. point also in the hall or drawing and dining room & one calling bell point in each flat/house.

Facilities:

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- 24 hours water supply from deep bore well through overhead R.C.C. water reservoir.
- Stand-by generator for common area lighting & water supply.
- Community Room, Watchman Room, Common Toilet.
- Electricity connection with individual meters from the concerned department is availed.
- Sewerage & waste disposal will be done by septic tank & soak pit.
 - 11. The owner shall deposit the original title deed and all other relevant documents with the developer simultaneously upon execution of this agreement.
 - 12. The Developer will at no time can keep the property as mortgage and cannot avail loan or financial assistance from any financial institution, bank or any other financing bodies.

That this agreement shall remain valid till all exercises are completed and all the terms and conditions of this agreement are fulfilled by the both the parties to this ✓ agreement.

That this agreement shall remain valid till all exercises are completed and all the terms and conditions of this agreement are fulfilled by the both the parties to this agreement.

M J Accretion Pvt. Ltd.

Saujeav Kasau

Director M J Accretion Pvt. Ltd.

Mayank Tautival

Manas Than

Director

Deepek Kriman Ulen

Notary Govt. of India
Udisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009

SCHEDULE OF PROPERTY

Mouza-Raghunathpur, Tahasil-Bhubaneswar, DSRO-Bhubaneswar, PSOchar Mascock Par, Dist- Khurda, 1. Khata No- 729/677, Plot no-1514/2788, area- Ac 0.050 decs, Status-Stitiban, Kisam-Biali Dofasal 2. Khata No-517, a) Plot No-1511, Area- Ac 0.090 decs from southern side of total area Ac 0.230 decs. b) Plot No-1513, Area- Ac 0.060 decs out of Ac 0.150 decs. Total 1 Khata, 4 Plots, Area- Ac 0.285 decs.

IN PRESENCE OF WITNESSES WHEREOF the parties hereto have subscribed their hand and seal and signature on the date and day first above written i.e. January 2014.

Witnesses:

1. Deepak Krimar Rout Go-Blight Bout Alvo - Rosalingthoun ment

SIGNATURE OF THE OWNERS (First Party)

M J Accretion Pvt. Ltd.

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2.

SIGNATURE OF THE DEVELOPERS (Second Party)

Certified that the executants of this deed are my clients and the deed has been typed by my typist according to my dictation and being satisfied after going through the contents of this Agreement put their signatures in my presence as well as in the presence of the witnesses.

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Advocate, Bhubaneswah AR President AR Presid

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705282 Regd. No. ON 46 / 09

Affidavit-cum-Declaration Project Name: "9 BOULEVARDS"

We M/S OU INFRAPROJECTS PRIVATE LIMITED , consequent upon name change in the Register of Companies Orissa, Cuttack with effect from 13th July 2021 (FORMERLY KNOWN AND NAMED AS M/S MJ ACCRETION PRIVATE LIMITED) a Private Limited Company, duly incorporated and registered under the provisions of the Companies Act, 1956 and now deemed to be registered under the provisions of the Companies Act, 2013 and having its Registered Office at Gandhi Nagar, P.O./Town/Dist- Rayagada, Odisha- 765001 represented by its Director & authorized signatory Mr. Sidharth Sekhar Mohapatra, aged about 35 years, S/o-Mr. Umesh Chandra Mohapatra , resident of Flat No- A-404, Sakun Palace, Lane - 5, Near Biju Pattnaik College, Jaydev Vihar, P.O-Regional Research Laboratory ,Bhubaneswar,Dist.-Khurda authorized vide Board Resolution dated - 09/10/2020, and subsequently ratified on 04/10/2021 consequent upon name change hereinafter referred to as the "Promoter" (CIN: 0452020R1998PTC005518,DIN.No-03617754, PAN-AAGCS4688H) do hereby solemnly declars undertake and state as under:

M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

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WIS OU INFRAPROJECTS PRIVATE LIMITED DIRECTOR Bhubaneswar Court AND MALAGENERA with second major Regd. No. OH 48 / 09 AND SALAR AS NILS MULACORETION PRIVATE LIMITED) is toward from the arranged duly ancomparated and replacement under the provisions of the Companies Act Land and an own desired to the companies Act Land and the development of the Companies Act Land and the Registered of the Candon Nagar, if OuTown/Dist. Rayagada, "Oderia- insold supice-ented to give a authorised signature Mr. Sidharth Sekhar Mohapaura aged about it assert Stock to the Candon Consider Consider Makes and the First No. A-404 Sakur Palade, there is severable at the consideration of the Candon C COOSSISJUIN NO-03617754, PAN-AAGUS4688H) do hareur sakoning ANS OU INFRAPROJECTS PRIVATE LIMITED яотраяю — Ş

P.K. DALABEHERA Netery, Bhubaneswar Regd. No. ON 46 / 09

- 01. That, our company in its previous name (M/S MJ ACCRETION PRIVATE LIMITED) is registered power of attorney holder of the lawful recorded tenant of the land on which the development of the project is proposed and which being named and styled as "9 BOULEVARD"
- 02. That, said land is free from all encumbrances as on date.
- O3. That, our company in its previous name (M/S MJ ACCRETION PRIVATE LIMITED) has received the plan approval for the construction of a one block of Basement +Stilt+16th multi-storied Residential apartment building & another single storey club house building from the Bhubaneswar Development Authority ,Bhubaneswar vide it's office letter no 13671 dated 12/8/2020.
- O4. That, our company name has been change to "M/S MJ ACCRETION PRIVATE LIMITED to M/S OU INFRAPROJECTS PRIVATE LIMITED" AND the Register of Companies have duly issued a certificate accordingly ,an attested photo copy of the said certificate is annexed here with and shall be considered as the part and parcel of this affidavit.
- O5. That, except the change in name of the company there are no other change in the company as on date of this affidavit and further declare that M/S MJ ACCRETION PRIVATE LIMITED and M/S OU INFRAPROJECTS PRIVATE LIMITED" is one and same company having same CIN,PAN,GSTIN and all assets & liability as before the name change.
- O6. That, our company shall fulfill all its contractual obligations including but not limited to all legal and financial liability as per the agreements, sale deeds, G.P.A., affidavits, undertakings drawings/plans, applications/representations, allotment letter, written submissions and all other legal /official documents/communication etc which has not been specifically mentioned here executed/made with land owners, architect, contractors, clients/Allottee and submitted to all statutory authorities, banks and other financial institution in the previous name till the date of name change for the construction of a residential apartment named and styled as "9 BOULEVARD" in compliance of all applicable statutory rules and regulations in regards to the residential apartment project.

BHUBANESWAR

REGD, No. ON 46/2009 MS OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

- **07.** That, our company shall further execute all the agreements, sale deeds, G.P.A., affidavits, undertakings drawings/plans, applications/representations, allotment letter, written submissions and all other legal /official documents/communication etc which has not been specifically mentioned with land owners, architect, contractors, clients/Allottee and submit to all statutory authorities, banks and other financial institution in its new name with effect from the date of name change for the construction of a residential apartment named and styled as **"9 BOULEVARD"** in compliance of all applicable statutory rules and regulations in regards to the residential apartment project.
- **08**. That, this affidavit cum declaration is required to be submitted to the Odisha Real Estate Regulatory Authority, Bhubneswar for the registration of the project mentioned above in pursuance to its order dated 1/10/2021 and further also can be submitted before any other statutory authorities including but not limited to administrative, judicial and quasi judicial offices/courts /tribunal, banks and other financial institution as when required.

Identified by me

Advocate

MIS OU INFRAPROJECTS PRIVATE LIMITED

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.

MIS OU INFRAPROJECTS PRIVATE LIMITED

Verified by me at Bhubaneswar on this 5th day of October 2021.

DIRECTOR

Deponent.

S) DALABEHERA
BHUBANESWAR
REGO. NO.
ON 4672009
EMPIRY DATE
12/01/2024
OTTOR

Note on the No. ON 46 / 09



Office of the Registrar of Companies
3rd Floor, CORPORATE BHAWAN PLOT NO. 9(P), Cuttack, Orissa, India, 753014

Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U45202OR1998PTC005518

I hereby certify that the name of the company has been changed from M J ACCRETION PRIVATE LIMITED to OU INFRAPROJECTS PRIVATE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name M J ACCRETION PRIVATE LIMITED.

Given under my hand at Cuttack this Thirteenth day of July two thousand twenty-one.

DS REGISTRAR OF

COMPANIES CUTTACK 01

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OF SHEET OF COMPANIES CUTTACK 04

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ANANTA KUMAR SETHI

Registrar of Companies
RoC - Cuttack

Mailing Address as per record available in Registrar of Companies office: OU INFRAPROJECTS PRIVATE LIMITED

GANDHI NAGAR,, RAYAGADA, Orissa, India, 765001

COTAP

PALDALABEHERA
BHUBAYESWAR
REGS. No.
ON 46/2009
EXPIRY DATE:
02/01/2024

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MIS OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR