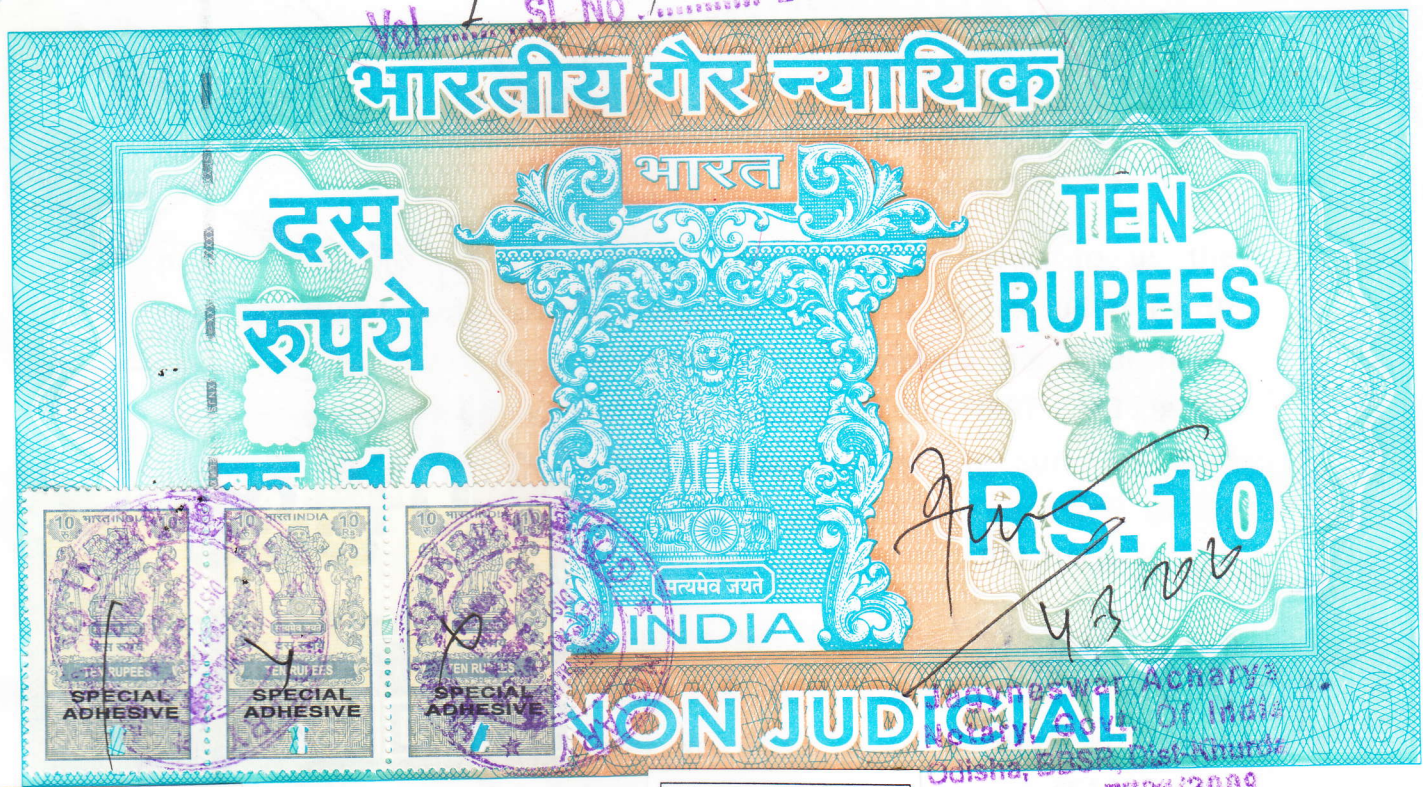


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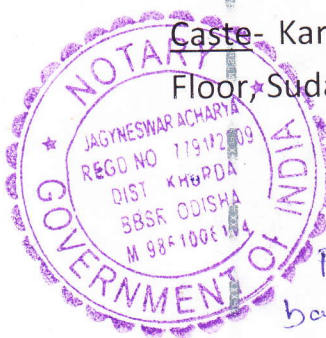
KHUSHI REALCON PVT. LTD.
Director
Bhudeep Thakur

AGREEMENT

THIS DEED OF AGREEMENT MADE on this 9 Day of March, 2020 at Bhubaneswar

BETWEEN

Sri Surendra Nath Pattnaik (PAN NO- ADAPP6467B, AADHAAR NO- 753147567950) aged about 69 years S/o Late Ram Chandra Pattnaik, by Caste- Karan and by Profession- Business, Resident of Flat No. 105, 1st Floor, Sudarsan Tower, Saheed Nagar, P.S- Saheed Nagar, Bhubaneswar,



Prakash Ch maharajana
35YRS Son of
benudhara maharajana
Pathare bandha beharashai
banibihor, b b s R

Gourav Jindal (Sayan)
8/0-Ranbaran Jindal
Plot 1234/1236, Satyanagar
Rasuyan, Bhubaneswar
751010

Surendra Nath Pattnaik

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khorda
Regd. No.-77912009
Mob:- 9861006174

Ur. 02

Pin-751007, Dist- Khorda, Odisha (hereinafter referred to as the "LANDOWNER" which expression shall unless it be excluded by or repugnant to the subject or context shall include his legal heirs, successors representatives and other assigns) of the FIRST PART. In the event of any unfortunate incident happening to Mr. Surendra Nath Pattnaik then each of his legal heirs to get 1/3rd equal shares of the uncashed cheques from the Builder/ Developer.

1. Smt. Sanjeeta Pattnaik (PAN NO- AEAPP9822K, AADHAR NO- 636583866157) aged about 65 years w/o- Mr. Surendra Nath Pattnaik, Resident of Flat No. 105, 1st Floor, Sudarsan Tower, Saheed Nagar, P.S- Saheed Nagar, Bhubaneswar, Pin-751007, Dist- Khorda, Odisha.
2. Mr. Prakash Pattnaik (PAN NO- AJVPP9019N) aged about 45 years S/o- Mr. Surendra Nath Pattnaik, Resident of Flat No. 105, 1st Floor, Sudarsan Tower, Saheed Nagar, P.S- Saheed Nagar, Bhubaneswar, Pin-751007, Dist- Khorda, Odisha.
3. Mr. Manas Pattnaik (PAN NO- AGIPP2703P, AADHAR NO- 2162 2644 1286) aged about 41 years S/o- Mr. Surendra Nath Pattnaik, Resident of Flat No. 105, 1st Floor, Sudarsan Tower, Saheed Nagar, P.S- Saheed Nagar, Bhubaneswar, Pin-751007, Dist- Khorda, Odisha.

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Prakash Pattnaik

Director

Surendra Nath Pattnaik

Prakash Ch Maharana



Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khorda
Regd. No.-7791/2009
Mob:- 9861006174

AND

M/S KHUSHI REALCON PRIVATE LTD. a private limited company, registered under the Companies Act, in the state of Odisha (CIN- U45201OR2012PTC015524, PAN- AAECK8235G) having its registered office at Plot No. S-2/A-42, 43, & 44, Mancheswar Industrial Estate, Bhubaneswar, Pin- 751010, P.S- Mancheswar, Dist- Khorda (Odisha) represented by its Director (by virtue of a Board Resolution dated 06.12.2019) **SRI PRADEEP THACKER (DIN-01886198, PAN NO- AAKPT7887L, AADHAAR NO.- 644810156080)** aged about 54 years, residing at Plot No. 9/c, Jaydurga Nagar, Bomikhal, Bhubaneswar-751006, S/o-Late Mani Lal Thacker, By caste - Bania, by profession- Business (hereinafter referred to as the "BUILDER / DEVELOPER" which expression unless excluded by or repugnant to the subject or context shall mean and include its Directors, successors in business, executors, administrators, representatives and other assignees) of the 2nd PART.

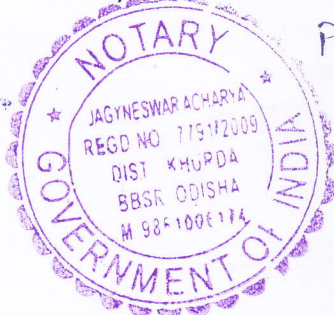
KHUSHI REALCON PVT. LTD.

Pradeep Thacker
Director

Whereas the LAND OWNER is the absolute owner of the land in question is in possession of the schedule property having every right, title and interest there over details of property mentioned in the scheduled below

Dist: Khorda, Tahasil – Bhubaneswar P.S.- Laxmisagar, Mouza – Gobindaprasad (Bhubaneswar Sahar Unit No. 32) under the Jurisdiction of District Sub Registrar Khorda at Bhubaneswar, Khata No. 1057/1257 (One Thousand and Fifty Seven Over One Thousand Two hundred and Fifty Seven), Plot No – 710 (Seven Hundred and Ten) area Ac 0.064 decimals (Sixty Four Decimals) and Plot No – 622/2468 (Six Hundred and Twenty Two over Two thousand Four hundred and Sixty Eight) area Ac 0.111 decimals (One Hundred and Eleven Decimals), total One Khata Two Plots Total Area Ac 0.175 decimals (One Hundred and Seventy Five decimals) Kisam – Gharabari

Susendra Nath Pattnaik



Prakash Ch Maharana

Jagyneshwar Acharya
Notary, Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009
Mob:- 9861006174

AND

Whereas the LANDOWNER had formulated a scheme for construction of a Joint Commercial Complex / Units over the land in question. However, since the LANDOWNER is otherwise pre-occupied with their pursuit of life and have no experience and expertise to construct the proposed joint Commercial Complex building had given an offer to the "Builder / Developer" to construct the proposed joint Commercial Complex building over the land in consonance with the building plans to be sanctioned and approved by the Plan Sanctioning Authority that are BHUBANESWAR DEVELOPMENT AUTHORITY/BHUBANESWAR MUNICIPAL CORPORATION etc as the case may be. The Landowner has entered into negotiation with the party of the second part for joint development agreement. Whereas the "Builder / Developer" of the second part has accepted the offer for joint development agreement for construction of Joint Commercial Complex building / Units over the land in question belonging to the party of the first part.

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Pradeep Pradhan

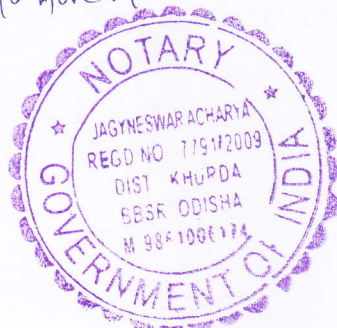
Director

AND

Whereas the "Builder / Developer" having wide experience and expertise in building / developing such joint commercial complex in Bhubaneswar city and elsewhere, in negotiation process which the land owner agreed to promote and develop a joint Commercial Complex / Units on the scheduled land entirely at the cost of the Builder / Developer subject to the terms and conditions set forth hereinafter in this covenant. The negotiation has crystallized into a concluded contract by the offer made by the landowner and acceptance thereof by the builder / developer for joint development agreement. Several terms and conditions have been mutually agreed upon between the parties in the first part and second part and to avoid any future complications, the terms so agreed upon are reduced to writing and called as follows.

Surentra Nath Pattnaik

Prakash Ch Mahapatra



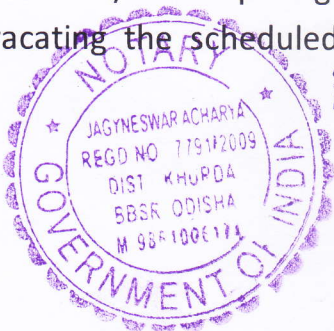
Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-77912009
Mob:- 9861006174

AND

Whereas, it is unequivocally declared that the party of the second part shall be the exclusive developer and Land owner transfers the development right to the Builder/ Developer entirely for construction of the proposed joint Commercial Complex building over the land belonging to the present landowner. Under the present agreement between the landowner and the Developer, the landowner has conferred and vested absolute right on the builder / developer for causing development of the land by construction of joint Commercial Complex buildings / Units by Joint Development agreement for construction and transfer the development rights to builder/ developer and builder/ developer to make investment of necessary finance, obtaining approval of the building plans, ensure successful construction and execution of the proposed joint Commercial Complex building over the land in question, delivery of possession of the joint commercial complex units / built up area to the landowner pertaining to his allocation as fixed and settled and marketability of the joint commercial complex units pertaining to its allocation as fixed and settled in favour of the intending purchasers in consonance with the terms and conditions agreed to by and between the parties and called in the present agreement.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Builder / Developer shall construct a joint Commercial Complex building on the scheduled plots mentioned below with basement and / or stilt floor parking space as per approval by Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation / appropriate authority norms.
2. The Landowner / 1st Party member will make all efforts to vacate the scheduled land with structure as soon as possible. The Second Party, the builder / developer agrees to join the first party in its efforts to help in vacating the scheduled land with structure. The Land Owner shall



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Gowar Jindal

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Deepak Thakur

Director

Surendra Nath Pattnaik

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Notary, Govt. Of India
Odisha, BBSR Dist. Khurda
Regd. No-7791/2009
Mob: 9861006174

deliver physical vacant possession of the land to carry out development and construction of proposed joint commercial complex / units. The Land Owner (First Party) to receive the compensation fees and deposit as agreed in her bank account from the licensees, till such time and during process vacation of land along with shops / office space is vacated.

3. As a first step the Builder / Developer shall take up all the necessary and immediate steps to apply and obtain all necessary plan approval as required from BHUBANESWAR DEVELOPMENT AUTHORITY / BHUBANESWAR MUNICIPAL CORPORATION, National Highways Authority of India (NHAI), Odisha Real Estate Regulatory Authority, Public Health Department, Fire Brigade, Electricity Board, Environment and Pollution Control, Airport Authority of India, Archaeological survey of India and other appropriate authorities necessary for plan approval of the joint Commercial building on the scheduled plots as mentioned in the Schedule of Property below and the Builder / Developer shall bear all cost, expenses, charges, fees etc. for obtaining all such necessary approvals.

4. The construction of the proposed joint commercial complex building / Units will be completed / finished in a phased manner within 48 (Forty Eight) calendar months from the date of Registration with ORERA, by the builder / developer. The Builder / Developer shall take registration with ORERA immediately to carry out development / construction work with target to complete within 48 (Forty Eight) months as agreed above.

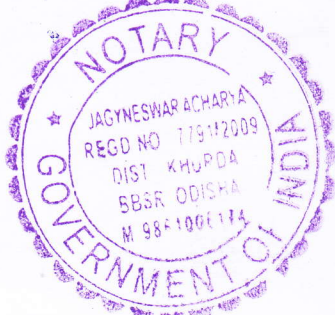
5. The Builder / Developer shall construct the building according to the plan and permission and shall not construct any illegal or unauthorized / defective units resulting in any unprecedented event and if they do so, it would be entirely at the builder / developer's cost and

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Deepak Thakur
Director

Surendra Nath Pattnaik

Prakesh Ch Maharana



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Regd. No.-779/1/2009
Mob:- 9861006174

risk and the Land Owner shall not be liable, responsible / accountable for any consequence thereof occurring from such illegal Act.

6. Any liability (financial, technical, civil or criminal) or otherwise arising from violation, deviation, non-compliance, non-adherence or non-performance of any statutory (central or state) Act, Rules, Provisions, Sanctions, Permissions, Approvals etc shall entirely be the liability, responsibility, accountability of the Builder / Developer and the Land Owner shall not be held liable, responsible, accountable in any manner whatsoever even for the Land Owner's share.

7. Towards Consideration

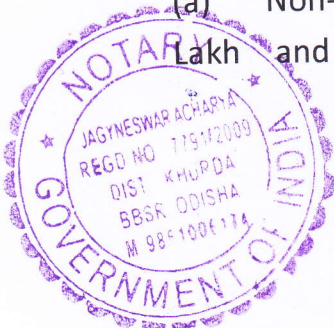
The allocation of the saleable area of joint Commercial Complex building out of the total constructed Units as approved by the BHUBANESWAR DEVELOPMENT AUTHORITY / BHUBANESWAR MUNICIPAL CORPORATION / approving authority in respect of the land owner shall be 4015 sq.ft of the total saleable area comprised in the joint Commercial Complex Units together with impartible undivided interest in the land. The Allocation of Constructed joint Commercial Units and Distribution of Constructed Commercial Units between Landowner and Builder / Developer as agreed with above proportion will be marked and recorded in a separate Deed of Allocation after approval of the building plan by the BHUBANESWAR DEVELOPMENT AUTHORITY / BHUBANESWAR MUNICIPAL CORPORATION / approving authority which shall be the part & parcel of this agreement.

The Land Owner & the Builder / Developer shall have proportionate right over the common utility areas in the whole joint Commercial Complex.

In addition to Share in joint Commercial Complex Units as above the landowner shall be paid Non Refundable consideration / monetary details are as follows.

(a) Non-Refundable amount of Rs.22,50,000/- (Rupees Twenty Two Lakh and Fifty Thousand only) (Rs.25,00,000/- less TDS 10%

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Director

Suvendra Nath Pattnaik

(Rs.2,50,000/-) = Rs.22,50,000/- at the time of signing of this agreement through RTGS No. DCBLH19350007295 dated: 16-12-2019

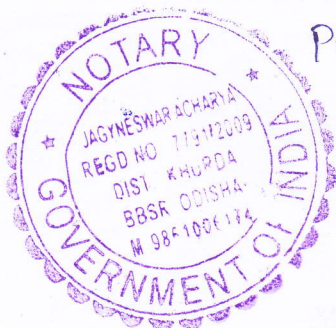
(b) Non-Refundable amount of Rs.5,000/- (Rupees Five Thousand only) at the time of signing of this agreement through NEFT No.934312303014 dated-09-12-2019.

(c) Non-Refundable amount of Rs. 44,95,000/- (Rupees Forty Four Lakh and Ninety Five Thousand only) (Rs. 50,00,000/- less TDS 10% (Rs.. 5,00,000/-) = Rs. 45,00,000/- (44,95,000/- + 5,000/-) at the time of signing of this agreement through RTGS No. DCBL20191205000003571 dated- 09-12-2019.

(d) Non-Refundable amount of Rs. 33,75,000/- (Rupees Thirty Three Lakh and Seventy Five Thousand only) (Rs. 37,50,000/- less TDS 10% (Rs. 3,75,000/-) = Rs. 33,75,000/-) will be paid at the time of handing over of the vacant plot along with structure to builder/developer.

(e) A sum of Rs. 2,81,25,000/- (Rupees Two Crore Eighty-one Lakh Twenty-five Thousand only) (after deducting the Non-Refundable amount of Rs.1,12,50,000/- (Rupees One Crore Twelve Lakh Fifty Thousand only) as mentioned above from total guaranteed sum of Rs. 3,93,75,000/- (Rupees Three Crore and Ninety-three Lakh Seventy-five Thousand Only) from sales of Land Owners Share of Proposed constructed space) in 5 equated bi monthly installment of Rs. 56,25,000/- (Rupees fifty Six Lakh and Twenty Five Thousand only) each starting from 30th month from date of ORERA Registration to 38th month (30th, 32nd, 34th, 36th and 38th month). The builder/ developer hereby hands over PDCs of the above amount to the Land Owner as detailed below:

(i) Ch No.559849 drawn on State Bank of India, IIC Chandaka Branch, Bhubaneswar- 10 dated 01-01-2023 for Rs. 50,62,500/- (Rupees Fifty Lakh Sixty Two Thousand and Five Hundred only) (Rs. 56,25,000/- less TDS @ 10%(Rs. 5,62,500/-) = Rs. 50,62,500/-.



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Jadeep Thakur
Director

Jagneshwar Acharya
Notary, Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No. 779/12009
M 9861006174

(ii) Ch No. 559850 drawn on State Bank of India, IIC Chandaka Branch, Bhubaneswar-10 dated 01-03-2023 for RS.50,62,500/- (Rupees Fifty Lakh Sixty Two Thousand and Five Hundred only) (Rs.56,25,000/- less TDS @ 10% Rs. 5,62,500/-)=Rs. 50,62,500/-.

(iii) Ch. No. 559851 drawn on State Bank of India, IIC Chandaka Branch, Bhubaneswar-10 dated 01-05-2023 for Rs. 50,62,500/- (Rupees Fifty Lakh Sixty Two Thousand and Five Hundred only) (Rs. 56,25,000/- less TDS @ 10%(Rs. 5,62,500/-)=Rs. 50,62,500/-.

(iv) Ch. No. 559852 drawn on State Bank of India, IIC, Chandaka Branch, Bhubaneswar-10 date 01-07-2023 for Rs. 50,62,500/- (Rupees Fifty Lakh Sixty Two Thousand and Five Hundred only) (Rs.56,25,000/- less TDS @ 10% (Rs. 5,62,500/-)=Rs. 50,62,500/-.

(v) Ch. No. 559853 drawn on State Bank of India, IIC, Chandaka Branch, Bhubaneswar-10 date 01-09-2023 for Rs. 50,62,500/- (Rupees Fifty Lakh Sixty Two Thousand and Five Hundred only) (Rs.56,25,000/- less TDS @ 10% (Rs. 5,62,500/-)=Rs. 50,62,500/-.

(f). TDS @ 10% as applicable currently (or as applicable at the time of payment) to be deducted from all above mentioned payments. Form 16B to be handed over to the First party within 15 days date of each payment of TDS along with Form 26QB by Second party.

(g) At no point of time second party shall not issue stop payment of aforesaid cheques, issued in favor of the first party by the second party, otherwise all actions, deeds, documents executed by the second party on behalf of the first party in it's favour or any other person, institution etc. then the same shall be void abinitio and no right, title, interest or possession will be conveyed to such person.

8. The Builder/ Developer shall provide all modern facilities, amenities like adequate power load, exclusive silent generator, exclusive transformer, CCTV, Sewerage Treatment Plant, Rain Water Harvesting,

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Jagdeep Thakur
Director

Susendra Nath Pattnaik

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Jagyneshwar Acharya
Notary, Govt. Of India
Odisha
Regd. No.-77/12009
Mob:- 9851006174

Solar Power, proper ventilation of air and light in the joint commercial complex.

9. The Builder/ Developer shall not use or misuse the property in the schedule below for any purpose other than the purpose as mentioned in this agreement i.e. for No illegal, unlawful, unlicensed, activity by the Builder / Developer for which the Land owner may have to incur cost towards demolition of any illegal structure and cost of litigation etc. Entire cost to be borne by the Builder/ Developer only for any misuse mentioned above.

10. The Builder/ Developer shall obtain the occupancy certificate from Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation as soon as the joint commercial complex building is completed in all aspects without any delay. And to provide such Occupancy certificate in respect of Landowner's share of Commercial Units along with delivery of possession of such units.

11. The Builder/Developer shall do the necessary soil test etc. and do all that is necessary and ensure no water seepage or water logging and submit the plan for approval to BHUBANESWAR DEVELOPMENT AUTHORITY/ BHUBANESWAR MUNICIPAL CORPORATION keeping the above important points in mind.

12. The Builder / Developer hereby undertakes that the Lands in the schedule of property below shall not be divided, bifurcated, split or fractionalized while preparing the plan layout and design of the joint commercial complex and ensure that shops / offices type of structural design and layout plan is made / submitted by the architect for approval from BHUBANESWAR DEVELOPMENT AUTHORITY / BHUBANESWAR MUNICIPAL CORPORATION.

13. That, the Builder / Developer shall arrange the necessary funds for construction / development of the said joint commercial complex / all commercial units from their own sources / resources and shall not

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Director

Surendra Nath Pattnaik

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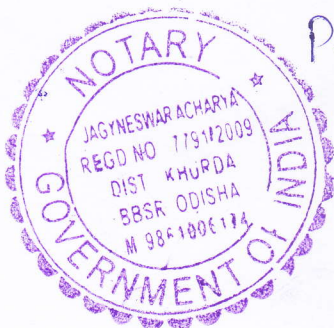
Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda

Regd. No. 1791/2009
Mh. 9841006174

mortgage, assign or create any charge on the scheduled land of the Land Owner and at no point of time request the Land Owner for any type of consent, confirmation, undertaking or signature to avail funds / finance from any Bank, NBFC or any other govt. or private institution / organization / undertaking for the same and the land owner shall in no way whatsoever be responsible / liable for the same nor be party to any such project finance.

14: That, the Builder / Developer have to arrange purchaser/ buyers for their allotted share of joint commercial complex / unit only and the Builder / Developer shall be free to execute the required agreements with such intending buyers from time to time . The builder / developer shall collect sale proceeds of its own share of joint commercial complex / units from the intending purchasers / buyers. In no cases the Builder / Developer shall arrange intending buyers for the allotted share of joint Commercial complex / Units of the landowner and the Landowner at his liberty shall take possession of such commercial units to hold / sale / transfer / dispose of means as the case may be.

(i) The Builder/ Developer by virtue of the Irrevocable Registered Power of Attorney executed by the land owner in favour of the builder / developer shall receive consideration from prospective buyers in respect of builder / developer's share of allotment of joint commercial complex/units of such quantity of saleable area only i.e. total saleable area as reduced by Land Owner's share of 4015 sq.ft as mentioned herein above and execute Regd. Sale deed over his share by virtue of allotment in respect of the constructed carpet area together with proportionate undivided / impartible land area, also sign the map or plan and other papers that may be required and shall also sign all other papers and documents as may be required or be necessary for the purpose of getting the said sanction / approval and also for obtaining all necessary approvals from BDA/BMC.



Prakash Ch Maharana

Jyadeep Thakur

Surendra Nath Pattnaik

Jagyneshwar Acharya
Notary, Govt. of India
Odisha, BBSR, Dist-Khorda
Regd. No.: 7791/2009
M. 9841006172

The land owner shall receive consideration from prospective buyers in respect of his share of allotment of joint commercial complex units of such quantity of build up area and execute Regd. Sale deed in respect of the constructed carpet area together with proportionate land area.

(ii) That, the Land Owner shall also authorize the Builder / Developer by the said proposed irrevocable power of Attorney to do all other acts, deed and things at the instance of the Builder / Developer, whenever necessary to obtain approval permission or sanction / clearance / no objection certificate of any public or statutory body, as may be required for the construction of the proposed joint commercial building.

(iii) It has been agreed by the Builder/Developer that the builder/developer would complete construction of the joint Commercial Complex as per the approved plan within 48 months from the date of Registration with ORERA by the Builder/ Developer unless prevented by reasons beyond the control of the builder/developer viz. Earth Quake, Fire, Riot, Epidemic etc.

(iv) The proposed building will have the following minimum provisional specifications:

FOUNDATION & UPPER STRUCTURE: Reinforced Cement meeting Earthquake resistant norms: STEEL of grade Fe 500- such as to meet the structural engineers design as well as meet the earthquake norms. Make: Preferable JINDAL, SAIL or similar Cement: Preferable OCL brand or similar.

CORRIDOR:

- Flooring : Granite or Composite Marble or equivalent
- Walls : Birla White Putty & Oil Based Distemper Berger or Equivalent.
- Ceiling : Berger or equivalent Oil Distemper



Prakash Ch Mahapatra

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Gourav Jindal

KHUSHI REALCON PVT. LTD.

Radhey Thakur
Director

Surendra Nath Pattnaik

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009
Mob:- 9861006174

- Railing : SS Railing
- Misc : 100mm High Skirting
- Power : Solar power as per BDA/ BMC specification for common lighting, General/ Regular connection too/ needed in case of bad weather.
- Fire Compliant : AS required per Odisha Fire Rules

KHUSHI REALCON PVT. LTD.

Deep Thakur
Director

SHOWROOM AND OFFICES

- Walls : Birla Putty & Double coat Rangoli Emersion, Plastic Paint or equivalent
- Ceiling : White Wash Berger or equivalent
- Misc : Rolling Shutter cover box & provision for Signage Box with electrical point
- Electric : 3KVA load, Legrand Switches and MCB
- Power Backup : Power Back-up for each shop 300 Watt Approx
- Water : 1 inlet and outlet point
- Flooring : Double charged Vitrified Tiles.
- Fire Compliant : As required per Odisha Fire Rules
- Sanitary Fittings : Jaguar or Similar Brand
- Doors and Windows

Surender Nath Gattank

Prakash ch maharana



Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009
Mob:- 9861006174

LIFT FASCIA

- Lift : Lifts of OTIS or equivalent make as per norms
- Flooring : Combination of granite Band & OBD
- Walls : Birla White Putty & Oil Based Distemper Berger or equivalent
- Ceiling : Oil Based Distemper Berger or equivalent
- Fire Compliant : As required per Odisha Fire Rules

INTERNAL STAIRCASE & EXTERNAL STEPS

- Flooring : Granite
- Railing : SS Railing
- Fire Compliant : As required per Odisha Fire Rule

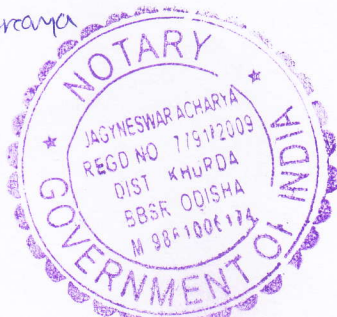
EXTERIOR FINISH

- Landscaping, Tube well, STP
- Basement : VDF Flooring
- Advertisement : Signage Tower and Advertisement space
- Walls : Combination of weather proof paint, ACP & Glass work on 2 sides
- Fire Compliant : As required per Odisha Fire Rules
- Floor : Combination of Grass pavers & Heavy Duty paver Blocks at Parking Area, Lighting Poles, Boundary MS/ SS Grill, Interlocking pavers/ Cement Concrete Tiles for Foot path

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Pradeep Thakur
Director

Surendra Nath Patraik

Prakash Ch Maharaya



Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7731/2009
Mob:- 9861006174

(v) The Builder / Developer shall bear the entire cost including the Land owner's share of all indirect taxes, fees, charges etc. payable like GST and or any other tax, charges or fees as levied by any statutory authority or the government during and after construction of the complex.

(vi) The cost of any FAR/TDR purchased from the concerned authority over and above the approved plan by Bhubaneswar DEVELOPMENT AUTHORITY/ BMC shall be paid entirely by the builder/developer.

(vii) The Land Owner shall be in no way whatsoever responsible for construction of the joint commercial building over schedule land in any manner whatsoever including accident, partial/total disability or death of any person during and after construction of the building and any liability or compensation payable for such incident/ occurrence shall be entirely paid/ borne by the builder/ developer.

(viii) The Land Owner has misplaced the original land documents and therefore shall handover the certified copies of the documents, all other relevant documents to the Builder/Developer at the time of execution of this agreement and the Builder/Developer shall give an acknowledgement of all the documents received.

(ix) That subject to the provision of these presents, the Land Owner hereby gives the Builder/ Developer exclusive right to construct the joint commercial complex on the land mentioned in the schedule and as per the approved plan of BHUBANESWAR DEVELOPMENT AUTHORITY /BHUBANESWAR MUNICIPAL CORPORATION.

(x) That notwithstanding any clause, the Builder / Developer shall not modify the plan of construction of the joint commercial building, until and unless, it is duly approved by the BHUBANESWAR DEVELOPMENT AUTHORITY/ BHUBANESWAR MUNICIPAL CORPORATION.

KHUSHI REALCON PVT. LTD.

Pradeep Thakur
Director

Surendra Nath Pattnaik



Preekeshy ch maharana

Jagyneshwar Acharya
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Regd. No-779/1/2009
Mob. 9851006174

(xi) That the Builder / Developer shall remain liable to bear all costs, expenses and for durability of the Building so constructed by the Builder / Developer according to plan as mentioned above or modified plan which ever may be applicable if the question at all arises in future.

15. The Land Owner has further agreed as follows:

(i) Not to sell, transfer or mortgage or change or encumber or alienate the said premises or any part thereof.

(ii) Not to enter into any agreement for development in respect of the said property with anybody else, during the agreed period or in other words when this agreement is in force i.e. up to the period of 48 (Forty Eight) months from the date of Registration with ORERA.

(iii) Not to do any act, deed or things whereby the Builder / developers may be prevented from selling, assigning and / or disposing of any of the constructed share of allotment of the builder / developer in the proposed joint Commercial Complex on the said premises.

(iv) That, the builder / developer or it's prospective purchaser, on completion of the joint Commercial Complex in all respect, will bear the cost for both his and Land owner's share of common part of the maintenance expenses like electricity and water charges, sweeper salary, watchman's salary and other common expenses which will be decided by all the shop / office Owners / Society.

(v) That, Deposit towards society formation for builder's and Land owner's share like corpus funds, maintenance and also electric meter / consumer deposits, power line deposits, Air Conditioner charges will be paid by the builder / developer / second party.

(vi) That, the land owner will pay all direct taxes viz. Income Tax, Capital Gain Tax etc. for it's share of consideration.

Prakash ch maharana



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Notary, Gov. Of India
Odisha, BBSR, Dist-Khurda
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16. (i) The entire cost of registration of the Power of Attorney Holder shall be borne by the Builder / Developer.
- (ii) That the Land Owner shall at the request of the Builder / Developer, execute such other documents, papers memorandum and deed in furtherance of these presents which the Builder / Developer may require from the Land Owner for smooth and expeditious construction of the proposed joint commercial complex, except deed of mortgage. However the entire cost for execution of such other documents shall be borne by the Builder / Developer.
- (iii) PROVIDED ALWAYS: that the Builder / Developer shall bear all cost and expenses for all such documents, letter, papers memorandum etc. shall deposit requisite fees and obtain refund of fees and appropriate the same without any way being answerable to the Owner for the same.
- (iv) That the Land Owner / First Party member hereby agrees that they shall not do anything in regard to the said premises, whereby the right of the Builder / Developer to undertake construction of the proposed joint commercial complex and to dispose of the Builders / Developers share of allotment as per plan approved & schedules is prejudicially effected and / or construction be delayed or disturbed in any manner of what-so-ever nature.
- (v) That it is clearly understood by and between the Land Owner and the Builder / Developer that the Builder / Developer shall be entitled to assign the right of construction at the risk of the Builder / Developer entirely in respect of the proposed joint Commercial building on the said Land to any person the builder / developer may so desire. However the Builder / Developer shall be solely responsible, liable and accountable for the action, conduct of such assignee and the Land Owner shall not be responsible / accountable / liable in any manner whatsoever for the same financially, structurally or otherwise.

KHUSHI REALCON PVT. LTD.

Jyadeep Thakur
Director

Surendra Nath Pattnaik

Prakash ch maharaya



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(vi) The Builder / Developer hereby undertakes that they shall keep the Land Owner indemnified and keep him harmless against all third party claims arising out of any act of commission or omission on the part of the Builder / Developer, their agents, assignee / assignees, men or labours during and after the construction of the proposed joint commercial complex.

(vii) That in case of any natural calamities such as flood, heavy rain, cyclone, earth quake etc. or any other unrest, any Government Policy measures, enactment of any law, order of the Court etc. for which any situation arises, so as to make the situation beyond control of the Builder / Developer to continue the construction work the time period for completion of the work shall be extended by that time period.

(viii) That the time period for completion of the project in all respect, is 48 (Forty Eight) months from the date of Registration with ORERA and shall be extended for such time period in writing as may be mutually decided / agreed by the Owner and the Builder / Developer.

(ix) That in case of any dispute / violation of any of the terms and conditions mentioned herein both parties shall try to resolve the same amicably by themselves or through an arbitrator failing which the Court at Bhubaneswar alone shall have jurisdiction to adjudicate dispute, suit and proceeding arising out of this agreement.

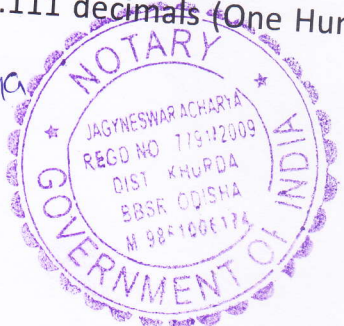
SCHEDULE OF PROPERTY

Dist: Khorda, Tahasil – Bhubaneswar P.S.- Laxmisagar, Mouza – Gobindaprasad (Bhubaneswar Sahar Unit No. 32) under the Jurisdiction of District Sub Registrar Khorda at Bhubaneswar, Khata No. 1057/1257(One Thousand and Fifty Seven Over One Thousand Two hundred and Fifty Seven), Plot No – 710(Seven Hundred and Ten) area Ac 0.064 decimals (Sixty Four Decimals) and Plot No – 622/2468 (Six Hundred and Twenty Two over Two thousand Four hundred and Sixty Eight) area Ac 0.111 decimals (One Hundred and Eleven Decimals), total

KHUSHI REALCON PVT. LTD.
Ajdeep Thacker
Director

Sureshtra Naita Pattnaik,

Prakash Ch Maharana



Gourav Indal

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One Khata Two Plots Total Area Ac 0.175 decimals (One Hundred and Seventy Five decimals) Kisam – Gharabari.

IN WITNESS WHEREOF, the parties to this agreement have put their seal and signatures, on this 4th day of March, 2020 above mentioned on presence of the following witnesses:

WITNESSES:

1. Prakesh Ch Maharana 35 YRS
Son of Benuhare Maharana
Pathare bandha beherashai
banibehare, b, b, s, R

Surendra Natta Pattnaik

Signature of the First Party

(Owner)

2. Gourav Jindal (29 years)
S/O - Ransaran Jindal
Plot - 1939/1936,
Satya vihar, Rasuguru
Sheebaneswar - 751010

KHUSHI REALCON PVT. LTD.

Jaadeep Thakur

Director

Signature of Second Party

(Builder/ Developer)

CERTIFICATE

Certified that the Deed of Agreement drafted and prepared by me as per instruction of the parties of this deed and the contents of the deed is explained to the vendor and who being satisfied about the correctness of the same put their signature and seal in my presence of the witnesses.

Identified by me

Executed in
Presence of Witness

S. Renu
Adv BBSR

Advocate, Bhubaneswar



4-6-20

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