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BUSINESWAR  
NOTARY GOVT. OF INDIA  
1ST-KHURDA, BBSR, ORISSA  
REGD. NO.-7791/2009  
M-9861006174

(3)



*Sanjeev Bejai*

*Manoj Motwani*

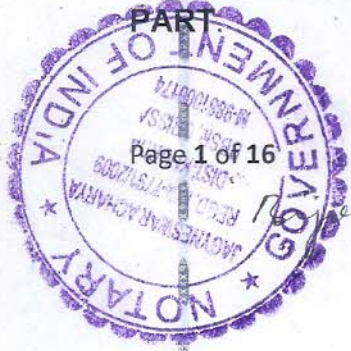
**AGREEMENT FOR DEVELOPMENT OF LAND**

*Manoj Motwani*  
Director

This indenture is made and executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**BETWEEN**

PRATAP CHANDRA ROUT aged about 41 years son of late Bhagirathi Rout, resident of Raghunathpur P.O.: Raghunathpur, P.S: Nandankanan, Dist.- Khordha, by Caste.- Khandayat, by Occupation.- Social Service (hereinafter referred to and called as the "LAND OWNER/FIRST PARTY MEMBER") which expression unless repugnant to the subject or context shall mean and include her legal heirs, successor, executors. Administrators and Assigns of the **FIRST**



*Pratap Chandra Rout*

*M J Accretion Pvt. Ltd.*  
*Sanjeev Bejai*  
Director

*M J Accretion Pvt. Ltd.*  
*Manoj Motwani*  
Director

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J. Baral  
Stamp Vendor  
at F. Mandagiri, BBSR

Pratap Ch Rai

DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
04 JUL 2013  
DISTRICT TREASURY OFFICE



Mayank Jaiswal



20.8.14

JAGANNESWAR ACHARYA  
NOTARY, GOVT. OF INDIA  
1ST-KHURDA, BBSR, ORISSA  
REGD. NO. 991/2009  
M-861006174

**M J ACCRETION PVT. LTD.**, a company registered under, companies act 1956, vide registration no .U55101.OR.1998 PTC 005518 having its office at. Plot No. 4782, SHREE TOWER, FLAT NO. 8, BJB NAGAR, BHUBANESWAR, Dist.-Khordha represented through its Director **1. Shri Sanjeev Kumar Jain**, aged about 50 years, son of Shri Satish Kumar Jain, **2. Shri Mayank Jaiswal**, aged about 29 years, son of Shri Manohar Jaiswal, **3. Shri Manas Motwani**, aged about 25 years, son of Shri Dillip Kumar Motwani (hereinafter referred to as the "BUILDER/DEVELOPER") which expression unless until repugnant to the subject or context shall mean and include all its directors/successor/executors/administrators and assigns of the **SECOND PART.**

*(Handwritten signature)*

AND WHEREAS the schedule property mentioned below originally stands recorded jointly in the name of Bhagirathi Rout, son of Bhramara Rout and others of Raghunathpur as per ROR published in the year 1973-74 and in remarks column in the said ROR the name of recorded tenant Bhagirathi Rout exclusively reflected as is in possession in respect of the Plot NO.1480 . The said Bhagirathi Rout died since long leaving behind him, son Pratap Chandra Rout (who is herein as first party members) and Daughter Kamala Chhualsingh as his legal heirs and successors in interest who inherited the estate of said deceased recorded tenant by way of inheritance. Similarly appertaining to plot no 1478, 1479, 2044, and 2051 under khata no. 513 originally stood recorded in the name of Bhagirathi Rout, the deceased father of the First Party, after death of said recorded tenant the First party along with his sister succeeded the scheduled property as successor in interest and in the year 2009 the said sister of first party Kamala Chhualsingh, the sister of the First Party relinquished/ released right, title, interest, in respect of her share in favour of First Party vide registered relinquishment deed no. 20494 dated 30.11.2009 executed before DSR Bhubaneswar and the First Party member by virtue of the said relinquishment deed became absolute owner of the scheduled property having every right title and interest there on and exercise various acts of ownership there over by paying rent to the concerned authority, the First Party is the absolute owner of plot no. 2054, khata no. 183, Area Ac 0.020 decimals, which was purchased by Bhagirathi Rout, the deceased father of the First Party Pratap Chandra Rout by RSD no. 1715 dated 07.04.1993 and after death of Bhagirathi Rout, the First Party became the absolute owner of the said plot by successor which is later muted as khata no. 729/47, plot no. 2054/2537, Area Ac 0.020 decimals out of Ac 0.050 decimals out of total plot area Ac. 0.070 decimals.

M J Accretion Pvt. Ltd.,  
Mayank Jaiswal  
Director

M J Accretion Pvt. Ltd.,  
Manas Motwani  
Director



M J Accretion Pvt. Ltd.  
Sanjeev Kumar Jain  
Director

AND WHEREAS on or before execution of this agreement the owner has assured and represented to the developer Second Party that the said land is free from all encumbrances, charges, liens, impendence, attachments, trusts whatsoever or hoe so ever and there is no legal bar or impediment in the owner entering into the agreement and the developer has completely rely upon the said representation and assurances entered into the agreement.

AND WHEREAS, the owner along with the adjacent land owner, 'has been nourishing a desire to raise apartment / multi storied complex, over the said land along with the adjacent lands comprising the entire land as one housing project, in accordance with the composite plans to be approved by the Bhubaneswar Development Authority. But since the owner has no technical expertise, he had entered negotiation with the second part, who is engaged in developing building complexes and other construction work in different parts Bhubaneswar and after negotiation, the Developer has agreed to develop the schedule land in sharing basis as mentioned in the consideration paragraph below and the DEVELOPER will construct the apartment along with adjacent land acquired or to be acquired by the Developer, entirely at its own cost and accordingly several terms and conditions have been mutually agreed upon between the parties and to avoid any future complication, the terms so agreed-upon between the parties are reduced to writing and culled in this agreement.

*(Handwritten signature)*

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. By virtue of the recitals herein contained the owner represents and declares that he is competent and absolutely in possession of the land in question as set out in the schedule given below and as the part owner of the land. The party of the First Part hereby conveys vests and assigns upon the Developers the right to undertake construction of residential complex over the said land along with the adjacent lands. The Developer construct/build and erect the said building over the said property in accordance with the plans approved by the Bhubaneswar

Development Authority and shall deal with various portions of the said building on the terms and conditions herein contained.

2. It is mutually agreed between both the parties that the construction work of the proposed project shall commence only after approval of the project by the Bhubaneswar Development Authority and obtaining all the clearances/NOC from the local authority/P.H.D. and any other agencies required as per the conditions of the approval letter of the Bhubaneswar Development Authority.

M J Accretion Pvt. Ltd.

*Mayank Jaiswal*  
Director

M J Accretion Pvt. Ltd.

*Manas Mohan*  
Director

*Bijoy Rout*



M J Accretion Pvt. Ltd.  
*Saujendra Behera*  
Director

3. The construction of the apartment complex will be completed and owner's shares shall also be handed over to the party of the first part within a time schedule of 60 (sixty) months from the date of approval of plan by the Bhubaneswar Development Authority and obtaining necessary permissions from concerned local authorities hereof and shall be extend for such time period in writing as may be mutually decided/ agreed by the owner and builder subject to payment of penalty Rs. 5,000/- per month per flat/house.

*[Handwritten signature]*

4. The Developers shall construct the residential complex according to the plans and permission (s) accorded by the Development Authority and shall not construct any illegal or unauthorized unit/units and as per the amenities & specifications mentioned herein after:

**Amenities & Specifications:**

- R.C.C. frame structure with columns & beams.  
Walls of 1<sup>st</sup>. class Bricks & plastering with rich cement mortar, interior wall finish with plaster of parish and external wall finish with attractive cement paint.
- **Flooring:** Entire 1<sup>st</sup> floor with dunguri marble/vitrified 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.
- **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<sup>o</sup> 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.

M J Accretion Pvt. Ltd.  
*Manojank Jaiswal*  
Director

M J Accretion Pvt. Ltd.  
*Manojank Jaiswal*  
Director

*Bijay Rout*



M J Accretion Pvt. Ltd.  
*Soujaya Bose*  
Director

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- **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:**

- 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.

*(Handwritten signature)*

**5. DEFINITION:**

a. **PROPERTY** shall mean the entire plot described in the schedule mentioned above and marked in the general layout plan signed by both parties, which shall form a part of the agreement.

b. **BUILDING** shall mean the buildings to be constructed/erected/built over the schedule land along with the adjacent lands, procured or to be procured by the Second Party.

c. **OWNER** shall include each of his/her/their, legal representatives, executors, administrators and assigns.

d. **M J ACCRETION PVT. LTD.** shall mean include its director's successors and the legal representatives and assigns of Developer/Promoters.

e. **COMMON FACILITIES** shall mean and include corridors, straight ways, staircase, passage ways, road and other facilities whatsoever required for maintenance and/or management of the said building and enjoyment of various portions of the said building, as shown in the plan approved by the Bhubaneswar Development Authority.

f. **BUILDING PLAN** shall mean the plan sanctioned by the Bhubaneswar Development Authority or such other plan/plans

M J Accretion Pvt. Ltd.  
*Manoj Kumar Jaiswal*  
Director

M J Accretion Pvt. Ltd.  
*Manas Mohan*  
Director

*Bijoy Rout*



M J Accretion Pvt. Ltd.  
*Sanjeev Jai*  
Director

with such modification or alterations which may be made there to with the advice of the consultants from time to time subject to the approval of the competent authority and the Bhubaneswar Development Authority for the purpose of erecting the building.

g. **UNIT** shall mean each Individual flat/residential apartment in the proposed building.

h. **PROJECT** means the building and the land appurtenant thereto and all Passages, amenities provided thereto etc. as provided in the Bhubaneswar Development Authority approved plan.

i. **COMMENCEMENT** means the construction of individual/residential apartment shall started after approval of building plan from the Bhubaneswar

Development Authority and obtain other necessary permission from the concerned local authorities.

*Development Authority*

**6. BEGINNING:**

i. This agreement shall come into force on and from 9<sup>th</sup> day of July 2013, (two thousand and thirteen).

ii. Possession - Physical possession of the vacant schedule land is handed over by the land owner to the developer today i.e. date of execution of this agreement, and thereafter the developer can construct the boundary wall around of the total land, site house, boring etc.

iii. All the original/Certified documents relating to the title of the schedule land are also handed over to the developer today i.e. on the date of commencement of the agreement and execution of power of attorney.

M J Accretion Pvt. Ltd.  
*Mayank Jaiswal*  
Director

M J Accretion Pvt. Ltd.  
*Manas Motwan*  
Director

**7. CONSTRUCTION:**

i. That the builders agree to develop the said land at their own cost/risk and expenses and with their own resources as per the approved building plans. The owner agrees, in accordance with

*Bijay Rout*



M J Accretion Pvt. Ltd.  
*Sanjeev K. Saini*  
Director

this agreement to place at the complete disposal of the builders, the physical possession of the said land for construction of the building as per the approved plan of the concerned authorities and finish the same in schedule time.

ii. That the building plans will be in accordance with rules and regulations laid down by the Bhubaneswar Development Authority. The building(s) shall be of good construction as per approved plan of the Bhubaneswar Development Authority. The owner shall have the right to inspect the construction at all reasonable times.

*Signature*

iii. The builders at their own cost and expenses shall revise and apply to the Bhubaneswar Development Authority for approval/permission/sanction of the building plan if required to enable them to construct/erect the building/complex over the said land in accordance with the zonal plans and regulation in force for the said area. The builders may make or agree to make such variation in the designs or plans as may be required or considered by them desirable or necessary subject to due approval of the concerned authorities.

iv. The developers shall construct the residential complex in a substantial and workman like manner in accordance with plans, specifications and elevation approved by the Bhubaneswar Development Authority including any amendment, modification or variation or alteration to the said plans and specifications as are approved by the said authority which may be made by the developers.

v. **The construction of the residential flats shall be based on the prescribed specification confirming to ISI code or civil engineering and shall be of good quality in all respect.**

vi. That the developer is free to change/alter and modify the approved plan for the betterment of the project within the sanctioned built-up area, without changing/extending the period of completion.

vii. The residential complex over the said land shall be constructed under the direct control, supervision and guidance of the Developers and/or their agents and the owner reserve his right to supervise their allocations.

M J Accretion Pvt. Ltd.  
*Manoj Jaiswal*  
Director

M J Accretion Pvt. Ltd.  
*Manoj Patra*  
Director

*Bijay Rout*



M J Accretion Pvt. Ltd.  
*Saujeet Jai*  
Director



viii. The developers shall comply with the requirements and requisites of the Bhubaneswar Development Authority and/or other local authorities relating to the construction of the said housing complex on the said land and shall obtain necessary approval from the authorities concerned.

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**8. OWNER'S OBLIGATION:**

The owner hereby agrees and covenants with the developers/builders as follows:

*[Handwritten signature]*

(a) The party of the First Part shall execute a registered Power of Attorney in favour of the Second Part or its nominee which shall be in force and cannot be cancelled until the full development work is over and handed over to all the customers and society of the apartment owners is formed, to enable the Second Part to deal in respect of matters concerning their portions of the share in the said complex, including powers to sell, transfer, i.e. for execution, presentation and registration of sale deeds in relation to the undivided interest in the land in favour of the prospective buyers, or to raise funds etc. The said Power of Attorney shall not have any effect or applicability in relation to the share earmarked for the parties of the First Part.

M J Accretion Pvt. Ltd.  
*Manojank Jaiswal*  
Director

(b) The aforesaid owner or her legal representatives as the case may be shall not cause any intervention in the construction work provided the same is in consonance with the approved plans.

(c) The aforesaid owner or her legal representatives as the case may be shall not to enter into any agreement, transfer, convey, assign, encumber or deal with said property or any portion thereof with any other party during existence of the agreed period and shall duly convey and transfer the proportionate land to the Developer/Builders or its nominee subject to completion of RCC roof casting of all the floors approved by the Bhubaneswar Development Authority. The owner may directly at the request of the builder execute necessary deeds for sale of undivided interest -in-the land or may prepare to get the same done through their registered lawful Attorney with relation to the builder's allocation.

M J Accretion Pvt. Ltd.  
*Manas Mohan*  
Director

*Bijoy Rout*



M J Accretion Pvt. Ltd.

*Sanjeev Behera*  
Director

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NOTARY, GOVT. OF INDIA  
DIST-KHURDA, BBSE, ORISSA  
REGD. NO.-779/2009  
M-986/006176

(d) The owner gives authority/grant and express permission to the developers to enter upon the said property and shall have absolute right and competency to commence, carry on and complete the development of the land in accordance with the permission granted.

(e) The owner hereby enters into this agreement with the developers and he declares that he has not agreed, committed, constructed or entered into any agreement with any other party (ies) in respect of the schedule property so far, nor they shall do so in future and thus, to keep safe and litigation free in all respect to the builders.

*Signature*

(f) To permit the builders to enter agreement of construction with individual Allotees to the extent of the builder's allocation, however it is made clear that such buyers/nominees will have no claim of any nature arising out of such agreement against the owner and shall only be entitled to possession after completion of the respective units.

(g) If a good and marketable title is made out and the property is found to be free from all encumbrances, attachments, charges, and other claims, and demands and not affected by an notice and scheme of acquisition and requisition, the first party will execute a proper conveyance and conveyances in favour of the second party or its nominee in which the owner shall make such other person or persons if any, joint, if necessary, as convincing, confirming or assuring party or parties as the case may be took pass and convey and absolute title unto the intending purchaser or to redeem any charge or encumbrance. The Developer / owner shall bear and pay all outgoing and liabilities of the property up to and inclusive of date of sale in respect of developers share.

M J Accretion Pvt. Ltd.  
*Manoj K. Jaiswal*  
Director

(h) The owner hereby declare that, they will be held entirely responsible to be prosecuted both civilly and criminally for defect in title and any mis-representation, suppression, distortion of facts with regard to ownership right, title interest, possession etc. of the schedule property.

M J Accretion Pvt. Ltd.  
*Manas Mohan*  
Director

(i) The owner hereby further declare that, from the date of beginning till the date of completion of the construction work of the project, if any civil litigation arises relating to right, title,

*Bijay Rout*



M J Accretion Pvt. Ltd.  
*Sanjay K. Jaiswal*  
Director

interest and possession of the landowner over the said land, the owner's obligation shall remain to settle the said dispute and keep indemnify the Second Party at its own risk and cost as early as possible, or within a reasonable period with information to the Second Party; failing which, the Second Party undertake the said responsibility to settle the dispute and the cost or charges incurred by the Second Party on that score, the same shall be borne by the First Party or shall be adjusted from the owner's allocation share.

(j) That, the owner hereby further declare that unless the second party violates any terms and conditions of this agreement at no point of time he or his heirs, legal representatives shall obstruct/stop the progress construction work of the said project due to any hindrance, objection, litigation whatsoever arise from the owner site if so then the owner is liable to compensate of the loss of man power,

materials or any other things related to the said project, as decided by second party, to which the first party or his representatives shall not raise any objection whatsoever relating to such compensation losses, damage and the accrued amount shall be given by the first party or same shall be adjusted from owner's share.

(k) That, the first party shall accept the flats which will be allotted mutually by both of parties, towards the owner's allocation share, to which the owner or his legal heirs, successors shall not raise any objection in any manner, whatsoever, and shall keep always the Second Party indemnified from all future risks, costs, losses and damages, etc.

#### 9. DEVELOPER'S/BUILDER'S OBLIGATION:

(A) The exercise relating to the Development of the said residential complex shall commence with effect from the date of agreement.

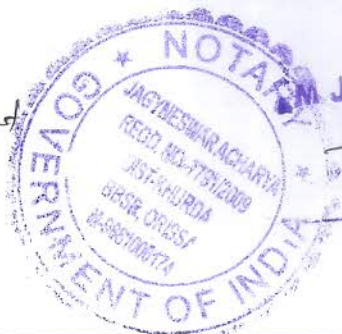
(B) To complete/finish the construction and erection of the complex within 60 months from the date of approval of plan by the Bhubaneswar Development Authority and obtaining

*[Handwritten Signature]*

M J Accretion Pvt. Ltd.  
Director  
*[Handwritten Signature]*

M J Accretion Pvt. Ltd.  
Director  
*[Handwritten Signature]*

*[Handwritten Signature]*



M J Accretion Pvt. Ltd.  
Director  
*[Handwritten Signature]*

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necessary permission from B.M.C/P.H.D/CESU any other local authorities required.

(C) Not to violate or contravene any statutory provisions rules, regulations etc. applicable for construction of the said building complex.

(D) Any labourers or workmen engaged for the construction of the building by the Developers will be the employees of the Developer. The owner shall have no relationship with the aforesaid employees and any amount that may be paid under, any agreement, labour dispute or under workmen's compensation or damage are the sole responsibility/liabilities of the developers and the owner shall not incur any liability for the same.

(E) All kinds of fees to be paid to any authority and all expenditures to be incurred for the development of the land for construction of housing complex thereon, except the land revenue and to change its Kism and kind, shall be entirely borne by the developer.

(F) That the developer shall discharge all the responsibilities and obligations utmost good faith and trust and shall discharge all his obligations effectively.

(G) The builder/developer hereby undertakes to hand over the share of owner within the agreed time mention above.

M J Accretion Pvt. Ltd.  
Mojeeb Jaiswal  
Director

**10. CONSIDERATION:**

That the parties hereto shall share the total built up area in the project complex to the extent that the owner shall be entitled to get 45% of super built up area together with proportionate four wheeler parking space plus The owner shall be entitled to use and enjoy free two wheelers parking space in harmony with other flat purchasers and the Second Party has paid to the Owner First Party a sum of Rs.1,00,000,00.00 (**Rupees One Crore Only**) which shall be nonrefundable. The First Party/Owner do hereby admits and acknowledges the receipt of the same. Further the Second Party agrees to pay an additional security amount of Rs.50,00,000/- (**Rupees Fifty Lakh Only**) as refundable security and which shall be paid within 90 days of this agreement. The 1<sup>st</sup> party shall refund

M J Accretion Pvt. Ltd.  
Manoj Nathian  
Director

Bijoy Rout

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J Accretion Pvt. Ltd.  
Sujeer Bisoi  
Director

such amount of said additional security amount at the time of taking his share of construction or shall adjust by surrendering like amount of Super built-up area to the 2<sup>nd</sup> party from his share.

**11. RESIDUARY TERMS AND CONDITIONS:**

(i) That both parties herein shall share the total unit/residential flats in the said building project proportionate to their respective share of floor area. The area proportionate to their shares in respect of each floors space, in the entire project to be built on said property shall be assigned in the ratio 45% to the share of owner's and 55% to the share of builder's as well as proportionate four wheeler parking space (which to be constructed as per approved B.D.A Plan over the available actual area of the schedule land) along with proportionate share in the land underneath.

(ii) That, both the parties do hereby agreed that, if the proportion of such built up area failing to the share of First Party (owner) less than the agreed percentage, then the Second Party shall compensate the First Party to make the share of the First Party at par with his respective allocations as mutually decided between the parties.

Mayank Jaiswal

(iii) That, the Builders shall indemnify and confirm the allocation of the owner's share in the constructed residential apartments to the extent of 45% from and out of the total super built up area (which to be constructed over the land in question as per area available on field demarcation), being distributed mutually by both the parties, and shall communicate in writing with specific details of such allocation to the owner. The remaining area of 55% shall be retained by the Builders, with the right to sell/transfer and/or dispose mortgage off as per the desire and will of the Builders.

M J Accretion Pvt. Ltd.  
Manas Mohan  
Director

(iv) That in consideration of the above the owner convey absolutely upon Builders the right of development/construction/building of the said residential complex with the right to deal the said agreed proportionate share in the constructed residential complex in the manner as may be considered appropriate with the right to sell and dispose of his share.

Bijay Rout



M J Accretion Pvt. Ltd.  
Sanjeet  
Director

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(vi) That, after the approval from the Bhubaneswar Development Authority, Builder shall have the right to enter into any agreement for sale or construction of any units, flats to the extent of its share in the super built up area and receive earnest money/sale consideration and the owner shall have no objection to such agreement. However the owner shall join as confirming party for execution of the documents of transfer in favor of such prospective buyers at the instance and the request of the builder and all costs, charges expenses in respect thereof shall be borne by either the Builders or the intending purchaser.

*[Handwritten signature]*

(vii) The builders shall appoint at his expense and engage architects engineers, supervisors, and contractors for the project.

(viii) That, the payment of house tax/building tax in respect of the shares falling to the account of the builders shall be the responsibility of the builders or their prospective buyers/nominees.

(ix) That upon completion of the building and before handing over of the possession of the owners allocation to the owner or his nominees shall not be liable to bear the cost, charges towards installation of transformer, fire fighting provision, cost for making of gardens, community hall, or any other cost to be deemed fit of common utility of society and advance service charges and or any other taxes, charges duties levied by the Government or any other authority.

M J Accretion Pvt. Ltd.,  
*[Handwritten signature]*  
Director

(x) The installation of transformer and sub-station will be done by the developer for availing power supply to transformer and individual power supply to each unit/flat in the said project.

(xi) The developers/promoters will be allowed to construct pump rooms, overhead water tanks and to fit TV antenna or wireless system and elevators/lifts in or over the said building at their own cost.

M J Accretion Pvt. Ltd.  
*[Handwritten signature]*  
Director

(xii) That the owner authorizes the builders or their nominee/nominees as their Attorney/Attorneys by executing documents duly registered for submitting and pursuing applications to various authorities for requisite permission,

*Bijoy Rout*



M J Accretion Pvt. Ltd.  
*[Handwritten signature]*  
Director

JAGYNESWAR ACHARYA  
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approvals, sanctions of building plans etc. in connection with the Development/construction and completion of the proposed complex. All cost in this respect shall be borne by the Developers/Builders.

(xiii) However, the builders undertake in their capacity as builder not to do or cause to be done any act thing which may in any manner, flout contravene any law, rule regulations etc., or which may amount to misuse of any terms hereby agreed upon or breach of provisions of law, in case of non performance or non-observance of such law, rules, regulations or conditions of this agreement, the entire liability in the behalf shall be incurred or discharged by the Builders and further more the builder undertake to keep the owner entirely harmless and indemnified against all claims or demands resulting from the aforesaid non-performance and non observance.

*[Handwritten signature]*

(xiv) The Builders shall indemnify the owner and shall make up all damages or costs which the owner may suffer on account of the failure on the part of the builders to carry out his obligations in accordance with the tenor of this contract or on account of his negligence in the performance and discharge of his obligation.

*Mayank Jaiswal*  
Director

(xv) The Builders shall be liable to be sued for damages as per the specific performance of Contract Act, in the event of any failure on his part, either to perform any of the obligations mentioned herein or to any lapses committed and/or omitted under this agreement; and likewise, the builder shall have the right to sue for any of the breaches of the agreement that may be committed by the owner as agreed upon in this agreement.

(xvi) That the property will remain under the disposal of the Developer after giving the total agreed share to the owner till the formation of the society and till ultimate handing over of the land and building to the society or as may be decided and finalize by the developer.

*M J Accretion Pvt. Ltd.*  
*Mahesh Pattnaik*  
Director

(xvii) If the local authority refuses to approve the plan of the residential complex over the schedule property or the project delayed abnormally due to implication of the Govt. policies, then the owner has to return only the security amount without interest received by 2<sup>nd</sup> party.

*Rijoy Rout*



**M J Accretion Pvt. Ltd.**

*Sanjeev Jain*  
Director

JAGYNESWAR ACHARYA  
NOTARY, GOVT. OF INDIA  
DIST-KHURDA, BBSR, ORISSA  
REGD. NO. 7791/2009  
18/08/2006174

(xviii) That it is mutually decided between the owner and developer that the developer shall take all necessary steps to demarcation the schedule land in question and if situation so arise the developer shall take assistance of local police to take over possession of the land in question as per law.

(xvix) the first party will pay the society formation fees, which is non refundable at the time of formation of society.

**12. MISCELLANEOUS:**

The name of the proposed complex shall be decided by the developer later on.

**13. ARBITRATION:**

In case of any dispute or difference that arises between the parties during the progress of or after construction or abandonment of the work, pertaining to the construction of any term or covenant spelt out in this contract or any clause thereof or relating either to the said building work or any incidental and ancillary disputes/ difference arising out of this contract or any other supplementary contract disputes relating to payment and non-payment entitlement between the parties, etc. except unilateral cancellation of this agreement by either party, shall be referred to an Arbitrator to be nominated by all the parties jointly and acceptable to all whose decision shall be final and binding on all the parties.

It is however, made clear that, this agreement cannot be cancelled unilaterally by any of the parties and if so intended, then the cancellation can be made through competent civil court at Bhubaneswar and in such case, the above arbitration clause shall not be applied.

**14. JURISDICTION:**

All disputes between the parties hereto shall be settled within the jurisdiction of Bhubaneswar Civil Court 'only.

**SCHEDULE OF LAND**

Dist.-Khordha, Tahasil-Bhubaneswar P.S. Nandankanan, under District Sub Registrar Bhubaneswar Mouza: RAGHUNATHPUR, Khata No.517, (five hundred seventeen), Plot

*Bijoy Rout*



*Sajeel Kumar Jaiswal*  
M J Accretion Pvt, Ltd.  
Director

*[Handwritten signature]*

M J Accretion Pvt. Ltd.  
*Mayank Jaiswal*  
Director

M J Accretion Pvt. Ltd.  
*Monas Mohit*  
Director



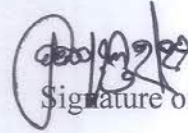
No.1480 (one thousand four hundred eighty ), Area Ac.1.560 decimals Khata No.513, (five hundred thirteen), Plot No.2051 (two thousand fifty one ), Area Ac.0.190 decimals, plot no 1478 (One thousand four hundred seventy eight), Area Ac 0.070 decimals, plot no 1479 (one thousand four hundred seventy nine), Area Ac 0.240 decimals, plot no 2044 (two thousand forty four), Area Ac 0.145 decimals out of Ac 0.690 decimals, khata no 183 (one hundred eighty three), plot no 2054 Area Ac 0.020 decimals, total One Mouza Three Khata Six Plots total Area Ac 2.225 decimals. Annual Rent Rs. 5.00.

A sketch map of the schedule land is attached to this agreement, which will form a part of this agreement for proper identification and/or measurement/demarcation of the said land).

IN WITNESS of the parties have thereon to put, set and subscribed their respective hands and seal on the date month and year above written.

In presence  
Of witnesses:

1. Bijoy Rout  
8/0: Chakran Rout  
A/H/00 - Raghunathpur  
BBSR

  
Signature of the  
1<sup>st</sup> Party Member

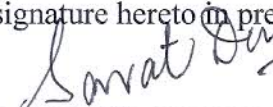
2. Deepak Kumar Rout  
90 - Shohi Rout  
A/H/00 - Raghunathpur  
Khurda  
M J Accretion Pvt. Ltd.  
Sanjeev Sai  
Director

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

M J Accretion Pvt. Ltd.  
Manoj Patra  
Director

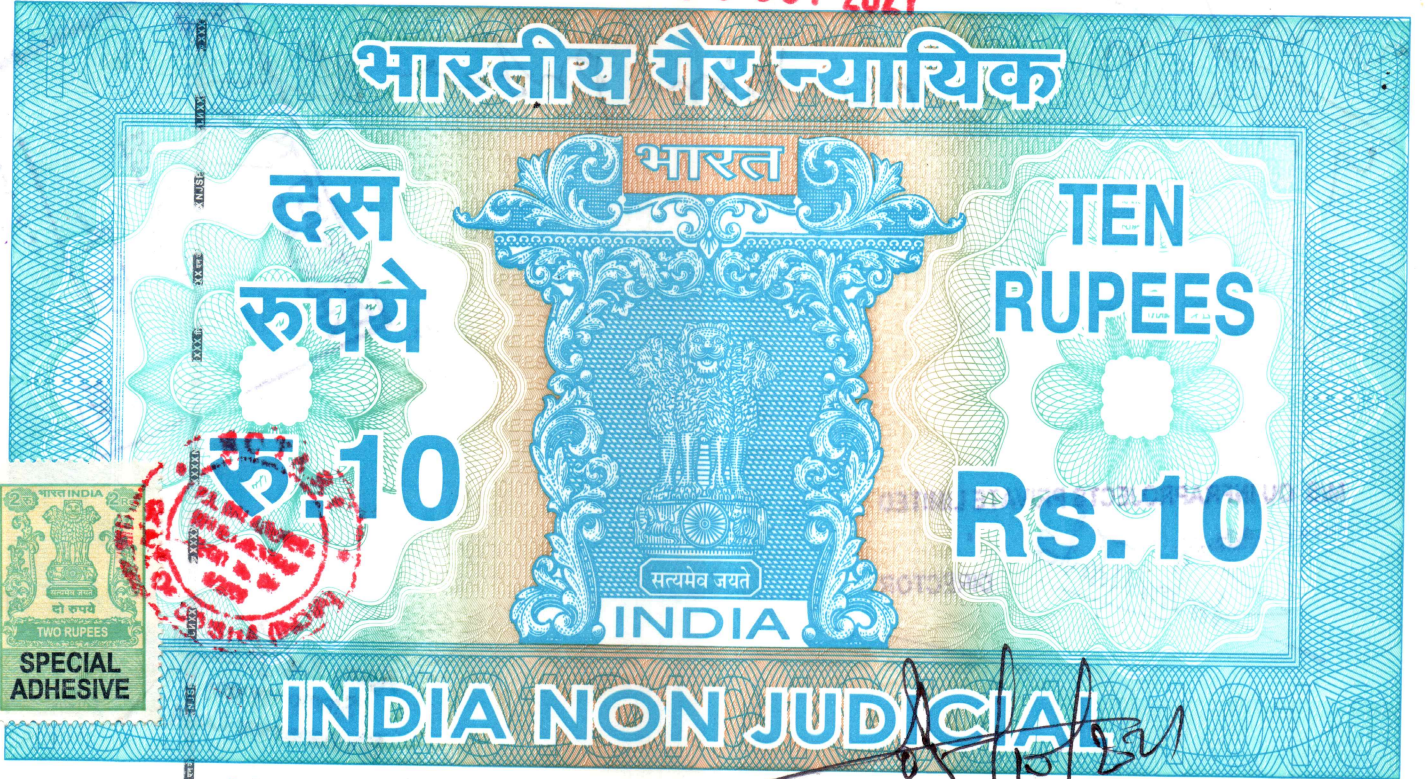
Certified that the executants of this deed is my client and of this deed have been drafted, dictated and prepared by me according to my dictation and after thoroughly going into the contents, he scribed his signature hereto in presence of the witnesses.

M J Accretion Pvt. Ltd.  
Mayank Jaiswal  
Director

  
Advocate, Bhubaneswar



05 OCT 2021



ଓଡ଼ିଶା ओडिशा ODISHA

**P.K. DALABHERA**  
 Notary, Bhubaneswar  
 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: U45202OR1998PTC005518, DIN.No-03617754, PAN-AAGCS4688H) do hereby solemnly declare, undertake and state as under:

M/S OU INFRAPROJECTS PRIVATE LIMITED



*Sidharth Sekhar Mohapatra*  
 (Handwritten signature)

**DIRECTOR**  
 (contd.....P/2)

35257  
4.10.14

02 OCT 2014

OU Infra Project

DISTRICT T. KHURDA  
ADDL. T. KHURDA

M/S OU INFRAPROJECTS PRIVATE LIMITED

*[Signature]*

DIRECTOR

Stamp Vendor  
Bhubaneswar Court

Ajay K. [Signature]  
Stamp Vendor  
Bhubaneswar Court

P.K. DALABHERA  
Notary, Bhubaneswar  
Regd. No. OH 48108

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

The M/S OU INFRAPROJECTS PRIVATE LIMITED, consequent upon the change in the  
Register of Companies Office, Bhubaneswar with effect from 13th July 2014 (BRO-13/07/14) known  
as M/S OU INFRAPROJECTS PRIVATE LIMITED (a private company limited by shares) duly  
incorporated and registered under the provisions of the Companies Act, 1956 and now deemed  
to be incorporated under the provisions of the Companies Act, 2013 and having its registered  
Office at Gandhi Nagar, Plot No. 10, Sector-1, Bhubaneswar, Odisha-751005 represented by the  
undersigned, Mr. Siddhant Sekhar Mohapatra aged about 35 years, B.A.,  
B.L., B.Com., M.Com., M.A. (Economics), Assistant of F.I.I.T No-A-404, Sakun, Bhubaneswar, Odisha,  
District, Odisha, India, P.O. Regional Research Institute, Bhubaneswar,  
Odisha, India, dated - 08/10/2014, and accordingly the said  
company consequent upon name change hereinafter referred to as the "Private Company"  
and state as under.

M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

GOVERNMENT OF ODISHA  
Bhubaneswar  
Stamp Vendor  
Bhubaneswar Court

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

// 2 //

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.
03. 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+16<sup>th</sup> 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 .
04. 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.
05. 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.
06. 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.



M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

*[Handwritten Signature]*

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

*[Signature]*  
5/10/2021

M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

*[Signature]*  
Deponent.

Verification

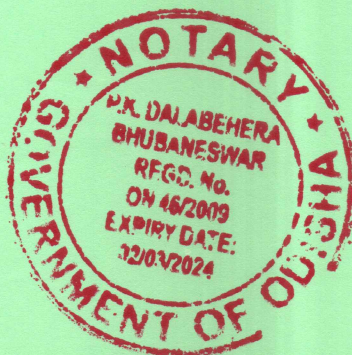
The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

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

M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

*[Signature]*  
Deponent.



*[Signature]*  
P.K. DALABEHERA  
Notary Bhubaneswar  
Regd. No. ON 46 / 09



सत्यमेव जयते

GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

3rd Floor, CORPORATE BHAWAN PLOT NO. 9(P), Cuttack, Orissa, India, 753014

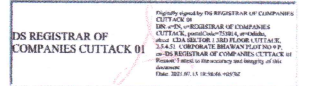
**Certificate of Incorporation pursuant to change of name**  
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

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.



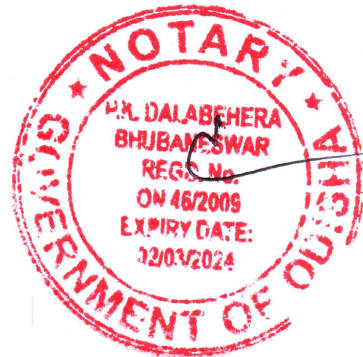
ANANTA KUMAR SETHI

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



M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR