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- 25-Jan-2022 11:41 AM
: NONACC (IV)/ od5006203/BHUBANESWAR/ OD-KRD
: SUBIN-ODOD500620304277415164073U
: URBAN LIVING DEVELOPERS LIP
: Article IA-5(2) Agreement
: MOUZA - NUAGAON
: 1,86,80,000
(One Crore Eighty Six Lakh Eighty Thousand only)
: GITANJALI SAHOO
: URBAN LIVING DEVELOPERS LIP
: URBAN LIVING DEVELOPERS LIP
: 3,73,600
(Three Lakh Seventy Three Thousand Six Hundred only)

Certificate No.
Certificate Issued Date Account Reference
Unique Doc. Reference Purchased by
Description of Document
Property Description
Consideration Price (Rs.)
First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount(Rs.)


Please write or type below this line.




Signature of the Purchaser


## DEVELOPMENT \& SHARING AGREEMENT

## THIS AGREEMENT IS MADE AT BHUBANESWAR ON

## THIS THE $25^{\text {th }}$ DAY OF January 2022. BY AND BETWEEN

Gitanjali Shoo, aged about 48 years, wife of Suresh Ranjan Sahu, resident of House No. L-139, Baramunda Housing Board Colony P.O.: Baramunda, P.S.: Khandagiri, Bhubaneswar, Dist: Khurda (Odisha) PIN- 751003; Aadhaar No- 67745546 6962, Mobile No-8658279728; herein after called the "LAND OWNER" which expression shall unless repugnant to the context shall mean and include her legal heirs, assignee, representatives, executors and successors etc) being the "FIRST PART".

## AND

Urban Living Developers LLP a Limited Liability Partnership Firm having LLP Identification No. ABA - 1533 of dated $07^{\text {th }}$ January 2022; PAN-AAHFU1722G ; having its office at Shree Residency Apartment, Flat No.201, Second Floor, Kanan Vihar, Phase-II, PO : Patia, PS : Chandrasekharpur, Bhubaneswar-751024, Dist : Khurda (Odisha); represented by its Designated Partner Aman Agrawal aged about 44 years, son of Prem Chand Agrawal; Aadhar No. 65301455 8199, Mobile No. 9337526000 , herein after referred to as "BUILDER FIRM" (which expression unless repugnant to the context shall mean and include its partners, successors, assigns and representatives) being the party of the "SECOND PART".

WHEREAS, the first part, hereby declares that the land in question appertaining to Khata No.115, Plot No.260, stands recorded in the name of Durga Madhab Deo son of Bibhudendra Narayan Deo as per settlement ROR prepared and published by the Asst. Settlement Authority in the year 1962.


And in the year 1983 one Batakrushna Das vendor of first party have mutated an extent of area Ac.1.000 decimals from Plot No. 260 in his name vide Misc. Case No.3/83 in Ceiling Case No.14/76 and accordingly concerned Tahasildar have issued Mutation ROR in his name bearing Khata No.276/70, Plot No.260/981 which has also been reflected in the remarks column of Khata No. 115 against Plot No. 260.

And in the year 2006 said recorded tenant Batakrushna Das had alienated the above schedule land in favour of First Party Gitanjali Sahu vide RSD No-1454 on dated 24/02/2006 and after purchasing the same the first party has muted her purchased area vide mutation case No.7016/2011 and also converted the same from agricultural to homestead .vide OLR 8(A) Case No.3482/2014 and accordingly concerned Tahasildar have issued correction ROR in her name bearing Khata No.276/408, Plot No.260/981, Area Ac.1.000 Decimals" Kisạn: Gharbari.

Appertaining to Khata No,276/1263; , Plot No.261/1152, Area Ac.0.100 Decimals, Kisam: Bagayat-2, Mof Mọza Nuagan, Tahasil: Bhubaneswar, PS: Chandaka Distriçt: Khurda was

## Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 5@ Fees Paid: A(10)-373640,, User Charges-775,Total 374415

Date: 25/01/2022
Signature of Registering officer

## Endorsement under section 52

Presented for registration in the office of the Sub-Registrar Sub-Registrar KHANDAGIRI between the hours of 10:00 AM and $1: 30$ PM on the $\mathbf{2 5 / 0 1 / 2 0 2 2}$ by GITANJALI SAHOO, son/daughter/wife of SURESH* RANJAN SAHU, of HOUSE NO - L - 139, BARAMUNDA HOUSING BOARD COLONY, PO - BARAMUNDA, PS - KHANDAGIRI, DIST - KHURDA , by caste General, profession Others and finger prints affixed.

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    Gritanial sahoo
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Signature of Presenter / Date: 25/01/2022
Signature of Registering officer.

## Endorsement under section 58

Execution is admitted by :

| Name | Photo | Thumb Impression | Signature | Date of Admission of Execution |
| :---: | :---: | :---: | :---: | :---: |
| GITANJALI SAHOO |  | $315071498$ | Critanace sahoo | 25-Jan-2022 |
| AMAN AGRAWAL DESIGNATED <br> PARTNER URBAN LIVING <br> DEVELOPERS LLP |  | $243041977$ | Fromen Afual | 25-Jan-2022 |

Identified by SURESH RANJAN SAHU Son/Wife of N/A of BBSR, DIST - KHURDA by profession Others

purchased by First Party Gitanjali Sahu from Soudamini Nayak, W/o Bhajendra Nayak vide RSD No. 11131011242, on dated 14/09/2010 and after purchasing the same the first party has muted her purchased area vide mutation case No.552/2016 and accordingly concerned Tahasildar have issued mutation ROR in her name bearing Khata No.276/1263, Plot No.261/1152, by correcting from Khata No.276/259. Since the date of purchase the First Party was/is possessing the schedule land having every right, title and interest thereover.

AND WHEREAS, now the first party being the absolute owner of above lands in total Area Ac.1.100 Decimals and possessing the same without any dispute and having every right, title, \& interest thereover and exercise various act of ownership over the same by paying ground rent to the concerned authority and obtained up-to-date receipt thereof.

AND WHEREAS, for Setting up a Cold Storage over the schedule land the first party have entered into a registered Lease Agreement with the M/s Sai Cold Storage wherein the first party
 is remaining one of the Partner and by virtue of aforesaid Lease Agreement M/s Sai Cold Storage, took a Loan from Bank of Baroda by mortgaging the said plots vide Term Loan-1 A/c No. 068806000037932 , Term Loan-2 A/c No. 06880600003793 and Cash Credit A/c No. 06880500000175.

AND WHEREAS, due to unfavourable market conditions the cold storage business didn't do well and the First Party along with other partners of the said partnership firm M/s Sai Cold Storage have mutually decided to close the business and accordingly mutually cancel the aforesaid Lease Deed by executing a deed of cancelation lease deed ID No. 1132200760 dated 24/01/2022. Further the concerned Bank has approved the OTS Proposal of M/s Sai Cold Storage and the First Party vide letter no. BOB/PZ/ZOSARB/22021-2022/66 of dated 16-06-2021 for settlement of the Bank Dues under OTS scheme on or before 31/03/2022.

AND WHEREAS, for the repayment of the Bank's Loan and financial assistance, the First Part has evinced interest to use her piece of land described in schedule below in a commercial manner converting it into a Residential Apartment Complex, enhancing her property value.

# Book Number : 1 || Volume Number: 14 

Document Number : 11132200803
For the year : 2022
Seal :
Signature of Registering officer *
Date: 25/01/2022


AND WHEREAS, since, the construction work for the proposed building needs, due approval, from authority and a good amount of money investment in construction is required, as well as the requisite construction expertise, which she does not have. Thus, she felt to discuss \& negotiate a builder firm/developer, who is competent enough to fulfil the desire of the land owner for construction of the Residential Apartment Complex at its own resources and can give financial assistance for repayment of the Loan of the Bank.

AND WHEREAS, the second part is engaged in the business of developing, promoting, construction of buildings, engage architects, engineers, masons and laborers, has consented to construct a Residential Apartment Complex on the said land, to be constructed and completed everything at its own cost and strictly in accordance with the approved plans of BMC/BDA/Town Planning Authority or any other competent authority

WHEREAS, the First part thus has requested the second part i.e., the Builder firm and both the parties have agreed to develop and construct a Residential Apartment Complex on the scheduled property. And for the purpose of the Development of the said land, the owner has agreed to grant exclusive right of development to the builder firm of the second part, over the said land.

AND WHEREAS, the Second Party/Builder Firm has agreed to give an interest free refundable security deposit of an amount of Rs. $1,50,00,000 /$ - (Rupees One Crore \& Fifty Lakhs Only) to the Land Owner/First Party for repayment of their outstanding balance with the Bank and settle the dues under the OTS scheme framed by Bank of Baroda.

AND WHEREAS, the said plots are mortgaged with the Bank, the Land Owner has agreed to clear all the outstanding dues of the Bank and release the mortgage of the said lañds before executing the Power of Attorney to the Builder, Fim The Land Owner has further agreed that in case the said plots aire ngt released by the Bank due to any reason whatsoever or th th development authorities deny approval on the said lands, she wif. refund the security deposit along with other allied expenses to

the Builder Firm within three months from the date of receipt of the Security deposit from the Builder-Firm. A cumulative interest of $3 \%$ (three percent) per month will be charged on the delayed payment.

WHEREAS, the builder firm on the approval of the Land owner has prepared a scheme and has taken the responsibility of the development of the said land by constructing Residential Apartment complex on an area of Ac.1.100 decimals as per plan sanctioned by appropriate authority, i.e., of BMC/BDA/Town Planning Authority and any other authorities concerned in respect of the new buildings proposed to be constructed thereon.

AND WHEREAS, it appears to what has been stated herein before and in consideration of the Land owner having accepted the scheme of the builder firm, the land owner has appointed the builder for developing the land \& constructing
 Residential Apartment complex over which the builder firm shall have full right to allot to the person/person's whom he/they select (s) out of the Builder firm's share.

WHEREAS, the aforesaid land owner for performance of her part of contract, effectuating the main aims, objectives and such other ancillary act or obligations arising out of this agreement shall assign the Builder firm a registered Power of Attorney, who shall act on behalf of the Land Owner to complete the project in a smooth manner.

AND WHREAS, the Builder Firm upon receipt of the sanctioned plans as well as the Go-ahead permission from the competent authority, shall proceed with the construction of the said residential apartment building, strictly in accordance with the rules, bye-laws and regulations of the Government entirely at its own cost and resourees whereby both the parties can also enjoy the total built up spaces on mutually settled terms, as spelt out herein below.

Now therefore, both the parties here to decided and agreed to the following terms and conditions, while entering into this agreement.


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Now, in pursuant to this, several terms and conditions as have been agreed upon by and between both the parties and with a view to avoid any future complications that may arise have mutually agreed to reduce such agreed terms and conditions in the form of writing as stated in this deed.

## NOW THIS INDENTURE WITHNESSTH AS FOLLOWS:

1. The First Part declares that she has an absolute and indefeasible right, title, interest and peaceful possession in respect of the schedule land, thus also competent to confer all rights, title, interest \& possession upon the party of the second part i.e., builder firm to develop the Residential Apartment Complex on her land without any restrictidns and interventions by anybody whosever.
2. It is mutually agreed herein between both the parts as above that the construction work of the proposed Residential Apartment complex shall only be commenced, after completion of all legal formalities like:
(i) Execution \& registration of this Collaboration agreement between the parties,
(ii) A specific Irrevocable General Power of Attorney duly registered by the $1^{\text {st }}$ part in favour of the developer assigning all such powers to effectuate the cause i.e., execution of project.
(iii) The physical handing over of the project site along with all original relevant deeds \& documents.
(iv) After receipt of all NOC's from the competent authority as well as approval letters, and Go-ahead permission from BMC/BDA/Town Planning Authority or any competent authority as required.
3. The second part shall try to construct and complete the Residential Apartment Complex in all respect after getting GO-AHEAD permission order of BMC/BDA/Town Planning Authority/ within48 months from the date of Registration with ORERA or any competent authority, adhering to all the principles of structural stability and shall use quality building materials as per the availability condition in the market.


4. That it is the duty and responsibility of the Builder Firm to procure purchaser(s) and the Builder Firm shall be free to procure them and execute sale agreement(s) and sale deed(s) with the intending purchaser(s) from time to time without keeping any deceitful intention in mind.
5. It is further agreed that the Builder Firm will be at liberty to dispose of by sale, the rest built up area of the Builder Firm's share i.e., 85\% (Eighty-five percent) of the constructed built-up-area along with designated parking space and proportionate share of land on which Residential Apartment stands constructed by the builder firm to which the Land owner shall have no objection for such sale and Builder Firm shall appropriate full amount of the consideration money paid by the intending purchaser(s) towards the expenditure incurred by the Builder Firm, and for this purpose the Land owner shall execute a power of attorney in favour of the Builder Firm with authorization to sell rest of the built up area with the proportionate share of land on which the Residential Apartment Complex shall be constructed.
6. It is further agreed that the Builder Firm shall have no objection to the Ownerships share of that $15 \%$ (Fifteen Percent) of the constructed built-up area along with proportionate undivided share of land on which the Residential Apartment complex will be constructed. If the Land owner intends to sell her share of the Residential Apartment earmarked, then the Land owner can do so at her free will and choice not depending on the builder firm.

## NOW THIS AGREEMENT WITHNESSETH AS UNDER:

ARTICLE-1: CONSTRUCTION

1. The Second Part (herein the Builder Firm) agrees to develop the said schedule of property at its own cost, expenses and resources after obtaining all requisite permissions from the BMC/BDA/Town Planning Authority or any other concerned departments/authorities of the Government / Local body and construct the Residential Apartment complex on the said land strictly adhering the approved plans.
2. The Land owner shall execute \& register an Irrevocable General Power of Attorney, while handing over of the project site physically as per the scheme of understanding and also assign all such relevant powers on the builder firm to make all preparatory works for obtaining relevant NOC's as well as the approval of the building plan including the Go-ahead permission from BMC/BDA/Town Planning Authority or/and such any other concerned authorities.
3. The builder firm during the progress of the construction work shall permit the First Part i.e., Land owner or her representative to inspect the site at all times to verify the status of construction and the materials used in the Residential Apartment complex \& to assess the condition of the premises etc.
4. The builder firm shall be fully responsible for obtaining requisite permissions, NOC's for the purpose of getting the plans approved from BMC/BDA/Town Planning Authority or any competent authority at it's own cost \& expenses. The Builder firm is empowered to make such variations in the plan or design as felt necessary by itself or may be required by such other Government Authorities, concerned, subject to the re-approval of the revised plan.
5. The construction work which includes quality of materials \& man power engaged therein will be the sole responsibility of the Second part i.e., the Builder firm and it shall indemnify the land owner against any such liability or claims (if any) due to accident or the otherwise, at the project site.
6. The Builder Firm shall make sincere endeavour to complete the construction work and finish the project within the time schedule stipulated in the BMC/BDA/Town Planning Authority or any ccompetent authority's approval order and notmore than 48 (forty-eight) months from the date of registration with .ORERA or any competent authority, basing on their mutually settled certain terms and conditions and in accordance to the prescribed building bye-law, of the authority, unless, prevented by


reasons beyond the control of the Builder Firm Viz. any natural calamities such as flood, heavy rain, cyclone, earth quake, etc., or any other unrest, any government policy measures like lockdown, enactment of any law, order of the court etc., so as to make the situation beyond control of the builder firm to continue the construction work, than the time period for completion of the work shall be extended by that time period.
7. The Builder Firm shall comply all the rules/regulations and/or notifications as may be issued by Govt. from time to time relating to the building, construction work, and use of the land etc. and shall also indemnify the Land owner against any such liability for it's negligence or default in operation, of the builder firm.

## ARTLCLE -3: OWNERS OBLIGATIONS

1. The land owner shall hand over the physical and vacant possession of the project land by executing \& registering an irrevocable general power of attorney and this collaboration deed, in favour of the Builder firm, authorizing the Builder firm to act on her behalf to fulfil all the objectives, as spelt out in this agreement, and empowering also the builder firm to execute \& register agreement(s) for sale or sale deed(s) as the case may be in regard to Residential Apartment units falling to the exclusive share of the $2^{\text {nd }}$ part only.
2. The First part i.e., Land Owner has ensured \& undertakes the Builder firm that,
(i) The Original Title deeds and other Land related documents will be handed over to the Builder Firm on the date of executing the Irrevocable General Power of Attorney.
(ii) The Land Owner Shall refund the interest free security deposit to the Builder Firm, from the initial bookings of the flat(s) from her ownership part of share of flat(s) in the proposed residential apartment complex or within one year from the registration of the said project with ORERA, whichever is earlier. A cumulative interest of $3 \%$ (three percent) per month will be charged on the delayed

(iii) An irrevocable power of attorney shall be executed and registered in favour of the $2^{\text {nd }}$ part by the $1^{\text {st }}$ part, which shall not be revoked at any point of time during subsistence of this agreement and until the scheme transaction is completed in all manner as detailed herein.
(iv) In case of the registered Power of Attorney gets invalid, arrived out of any unfortunate event with the Land Owner, all legal heirs whosoever shall \& must execute \& register immediately a joint Power of Attorney in favour of the said builder firm at their own cost \& expenses having contained all the powers, provisions \& understandings as the earlier Power of Attorney had. However, both the parties have mutually herein decided that, the distribution of respective shares of built-up space in the form of Residential Apartment as well as it's allotment, as settled herein, shall
 also remain unchanged even for the legal heirbeneficiaries of the Land Lord.
(v) Not to sell, transfer or mortgage or change or encumber or alienate the said land or any part thereof except the constructed portion allocated to him in this agreement.
(vi) Not to enter any agreement for development in respect of the said land with anybody else, during the agreed period or in other words when this agreement is in force.
(vii) Not to do any act, deed or things thereby the Builder firm may be prevented from selling assigning and/or disposing of any of the Builder firm's allocated share in the proposed project/Residential Apartment complex on the said land.
(viii) If any person, relative or legal hires claim their ownership over the schedule land; the loss incurred during such disturbances will be compensated by the First part/Land Owner to the Builder Firm/Second, Part:
(ix) That the owner shall have noo objection if the Builder Firm enters into any development agreement with neighbour land owner(s) and approves composite plan for construction by removing the partition wall.

(x) That in case of composite plan for construction is taken up by the builder firm with neighbour land owner(s) with a single boundary wall in that case the Land owner/ first part will get her part of share area as agreed in this agreement in respect of her land.
(xi) The Land owner herby agrees that she shall not do anything in regard to the said land, whereby the right of the builder firm to undertake construction of the proposed residential apartment complex and to dispose of the said residential building is prejudicially affected and/or construction be disturbed in any manner of whatsoever nature.
(xii) That the Land owner shall at the request of the Builder Firm, shall execute such documents, papers memorandum and deeds in furtherance of these presents which the Builder Firm may require from the Land owner for smooth and expeditious construction of the proposed residential complex.

## ARTICLE - 4: BUILDER FIRM'S OBLIGATIONS:

1. The Builder Firm shall commence, the construction work only after receipt of all NOC's \& approvals from the competent authorities concerned as well as after obtaining the go-ahead permission for construction issued by BMC/BDA/CDA/Town Planning Authority or any competent authority. However, the Builder Firm shall commence \& try to complete the entire project, fully in all respect within the agreed time schedule mentioned in the agreement.
2. The Builder Firm shall also apply and obtain necessary occupancy certificate from BMC/BDA/Town Planning Authority or any competent authority or such other agencies concerned at it's own cost \& expenses enabling the land owner as well other buyers, to use and occupy effectively the allotted Residential Apartment without any obstructions or hindrances, of any kind.
3. The Builder Firm is responsible to obtain required permission from the Power Supply Department and also arrange to provide necessary external electric installations and Internal connection to each of residential units including the common areas of the complex and further shall also obtain proper water connection, ensure

adequate water supply to cater the requirements of all individual units by installing a tube well fitted with motor and pumps.
4. The Builder shall strictly comply all the provisions, statutes, notifications, rules, regulations of the Government / Statutory authority right from the inception of the scheme up till handing over possession of the flats/units and shall also indemnify the land owner at all times against any loss arising there from.
5. The Builder Firm hereby agrees that they shall keep the Land owner indemnified and keep her harmless against all third-party claims arising out of any act or omission on the part of the Builder Firm, its representatives, agent, men or labourers during the construction of the proposed residential building.
6. The Builder Firm shall provide best quality materials of each of the items and use best workmanship, however the responsibility of compensating the Land owner for any losses or damages which may arise on account of poor or defective workmanship or substandard material being used lies on the Builder firm. The Builder Firm shall also compensate the Land owner for all the damages that may accrue on account of any violation that may affect the interest of the land owner, thus the Builder Firm need to discharge all its responsibilities and obligations in utmost good faith and trust.
7. The Builder Firm shall handover the agreed share of Residential Apartment (s) of the land owner in the said fully completed residential complex to the land owner or her declared legal heir beneficiaries as the case may be immediately after availing the occupancy certificate from BMC/BDA/Town Planning Authority or any competent authority. The land owner shall also discharge her'part of obligation by transferring the right, title \&/fnterest in the land and structure on it by executing \& registeringo'sale deed or deeds in regard to the share interest of the Búilder Firm, in favour of the builder firm or it's nominee, as the
 case may be.


## ARTICLE - 5: OTHER TERMS \& CONDITIONS:

1. The Land Owner hereby agrees that the Builder Firm shall be entitled to take any partner or can go for joint venture with any other firm/company or any individual for smooth execution of the construction work and share the benefits whatsoever, without adversely affecting the Land owner's interests.
2. Both the parties understood well that the $2^{\text {nd }}$ part shall make all efforts to complete the building project within 48 months from the date of registration of the said residential apartment project in ORERA or any competent authority, unless prevented by any reason or circumstances beyond it's control like non-availability of labour force building materials, Court Orders, changes required for any reason in the building plans etc. or due to any other unforeseen circumstances which may ultimately affect the completion of the building.
3. However, both parties thus agreed herein to share $15 \%$ (fifteen percent) of the total approved FAR by the land owner towards his land cost and 85\% (eighty-five percent) of the total approved FAR by the builder firm, being it's share.
4. Both the parties understood well and agree too that after due completion of the Residential Apartment in all respect and the occupancy certificate is availed the Builder Firm/2 ${ }^{\text {nd }}$ Part shall immediately make the physical handover to the First Part, the agreed share area of builtup spaces in the form of Residential Apartment unit(s)/flat(s)as mutually settled by and between them, which in total, conclusively shall constitute the 15\%(fifteen percent) of the total built-up area along with the proportionate share of undivided land and one car parking space for each flat/unit to the $1^{\text {st }}$ part.
5. That the Land owner shall also authorize the builder firm by the said proposed irrevocable power of Attorney to mortgage the said property or any part thereof as earmarked, in favour of any bank(s) or other financial institutions in such a manner as the Builder Firm think fit and proper for obtaining a loan by the builder firm and also to execute necessary deeds, affidavits, indemnity bonds or other relevant documents for creation of mortgage or charge on the said property, as the Builder firm think fit, PROVIDED ALWAYS; that, the builder firm

shall bear all cost and expenses for all such documents, letter, papers memorandum etc. shall deposit requisite fees necessary and obtain refund of fees and appropriate the same without any way being answerable to the Land owner for the same.
6. Both the parts shall bear proportionately to their respective share the external electrical infrastructural expenditure required towards installation of transformer and other such expenses \& deposits as may be required for availing the required power for individual supply to their respective share percentage of area (units/flats) etc.
7. Electric meter deposits, power line deposits, water connection deposit and any deposit or expenses demanded by any government authorities for infrastructure development beyond the plot shall be borne by both the parties in proportionate to their built-up share i.e., to their respective share percentage of area both in land and building.
8. Both the Parties shall be liable to pay their respective share of GST taxes, Labour cess and any other taxes levied by the Central or State govt. authorities as applicable under the law in relation to their corresponding share of Built- up spaces availed as settled in this deed. However, taxes like GST and any other tax relating to construction and development shall be paid by $2^{\text {nd }}$ part.
9. Both the parties hereby agree that any amount or fees which is to be paid for purchasing FAR (purchasable FAR), beyond the basic FAR shall be paid by both the parties in proportionate to their built-up share i.e., to their respective share percentage of area both in land and building.
10. Both the parts, shall mutually settle, the Non-refundable security deposit for the Corpus Fund to be created as well as maintenance charges in respect to each of the flat need to be paid regularly for the smooth maintenance of the residential complex. The Land owner shall bear the proportionate cost of common part of the maintenance expenses which shall be mutually decided by all the other Residential Apartment owners from time to time.
11. The Land Owner hereby agrees that if she fails to pay any amount or fees of her part, such amount will be adjusted from her ownership share of flat(s) in the said residential

apartment project. For the said purpose, the selling price of the first flat of the project will be taken as the benchmark value.
12. The First part commit to indemnify, in every manner to the $2^{\text {nd }}$ part for any such loss that arises out of any deficit in his right, title \& interest in the project land or out of the statements or covenants made in this deed.
13. All letters, notices shall be issued to the First part to the email address furnished in this agreement subsequently notified by the $1^{\text {st }}$ part will be sufficient proof of dispatch of the same to the party of First part. (Email: srsahu1966@gmail.com).
14. Both the Land Owner and the Builder Firm shall have the right to sue for specific performance of this contract/agreement or any supplementary contract for enforcement of this contract and suing party shall also
 have a right to recover cost and damages if any.
15. In case of any disputes or differences that may arise between the parties herein during the progress of or after construction or abandonment of the work, pertaining to the construction or any term or covenant spelt out in this contract or any clause there of 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 expect unilateral cancellation of this agreement by either party, shall be referred to an Arbitrator to be nominated by the owners ( $1^{\text {st }}$ part) and the Builder Firm/ Developer ( $2^{\text {nd }}$ part) jointly and acceptable to both whose decision shall be final and binding on both the parties. The Court/Arbitration at Bhubaneswar shall only have jurisdiction to settle any difference / dispute arising out of this agreement.
16. Both the parts herein agree and undertake that any disputes between the parties relating to the interpretation of any of the terms and conditions stipulated in this agreement, the rights, obligations and entitlements flowing
 from this agreement or any dispute connected with the

construction of the proposed building and/ or any other incidental or ancillary dispute shall be subject to the jurisdiction of the competent court at Bhubaneswar, alone.

## SCHEDULE LAND

Dist-Khurda, Tahasil-Bhubaneswar, P.S-Chandaka, under SubRegistrar Khandagiri, Mouza: Nuagaon, Khata No.276/408, Plot No.260/981, Kisam: Gharbari, Area: Ac.1.000 decimals. Which corresponding to previous Mutation Khata No.276/70 and settlement Khata No. 115.

## Bounded By

North - Plot No. 262 \& 263
South - Part of Plot No. 260
East - Part of Plot No. 260
West - Plot No. 261 \& Road


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.

## WITNESSES:

(1) Surest Rarion Sam
spot sasadhom Soho
$2-139$, Boramund a it $B$ color, BBSR-3.
DBD-Khurda.


Signature of the party
of the FIRST PART
(2) Aishwory a Soho Urban Living Developers LLP

D/0 surest Ranjan sahu Ap an Areal $25 / 01 / 2022$
$L-139, B$ aram uneta $H \cdot B$ Signature of the party
colony, BBSR-3
of the SECOND PART
Certified that the executants are my clients and the terms and conditions of this agreement is drafted \& typed to my dictation in my office.

$$
\begin{aligned}
& \text { CBimal Kishare Moholi) } \\
& \text { ADVOCATE, BBS }
\end{aligned}
$$




## Gitanjali sahoo

Urban Living Developers LLP
Anan Ateraw
Designated Partner

## ตริฒา


ひાถા : ઠહ্ষো
ひાถા ถุ૫๐: 51

ช๕ฮิต รุดฉ : ..


|  กุฉ๐ |  |  |  |  |  |  |
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| 1) ษถฺ๙ |  |  | 276/408 |  |  |  |
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| 4) 68.80 | ถกฺด |  | 69ฮ |  | 6ร\|\% |  |
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## ตริฒา

 ひાপ্র ：ઠ风্পো થાลા ถุัฉ ： 51

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I hereby certify that a search has been made in book and in the indexes relating thereto for 13 years from 01－JAN－1995 to 31－DEC－2007 for acts and encumbrances affecting the said
property，and that on such search the following acts and encumbrances as detailed on the reverse appear．
I also certify that save the aforesaid acts and encumbrances no other acts and encumbrances effecting the said property have been found． hereby certify that a search has been made in book and in the indexes relating thereto for 13 y

Decimal100
$0 D=1$ Acre

account hold itself responsible for any errors in the results of the search embodied in this certificate.


 on specified properties should make the search themselves, when the registers and indexes will be placed before them on payment of the prescribed fees. (2) Under Section 57 of the Registration Act and Rule 137(i), persons desiring to inspect entries in the registers and indexes, or requiring copies the
in registered documents in a manner different from the way in which the applicant has described them transactions evidenced by such the applicant.If the same properties have been described
(1) The


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ing particulars
Owner Name（as per application）：GITANJALI SAHU Applicant Name：BISWAJIT SEN ADV


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I also certify that save the aforesaid acts and encumbrances no other acts and encumbrances effecting the said property have been found property，and that on such search the following acts and encumbrances as detailed on the reverse appear．








 OUT OF AREA AC. 0.393 DEC$]$








 NO.3]
NO-262 | ROAD I S.PLOT NO-4(NIRUPAMA NAYAK) ।
S.PLOT NO-2(SANTOSH KUMAR BISWAL) I (RENT
0.50,A0.093 DCML OUT OF AO. 393 DCML,SUB PLOT NUAGAN-51 | 55 | 261 | 093 Dismil Acre | PLOT
NO-262 | ROAD | S.PLOT NO-4(NIRUPAMA NAYAK) | / Chaka Number/Flat Number) Property Description(Village/Khata Number/Plot
Number/Area/Boundary(East/West/North/South


 DEC, OUT OF AC. 2.750 DEC, OUT OF AC. 3.750 [SOLD AREA AC. 0.034.43 DEC, OUT OF AC. 0.238





 NUAGAN-51 | 115 | 260 | 0.092 Acre | SUB PLOT NO
5 | SUB PLOT NO 2 | 2082 apos ; WIDE ROAD | REV. PATITA, TOTAL SOLD AREA AC. 0.238 DEC, ONE
MOUZA,ONE KHATA, ONE PLOTS,FFUR SUB
PLOTS,ANNUAL RENT RS.2.OOPS]
NUAGAN- 51 | $1151260 \mid 0.092$ Acre | SUB P AC. 3.750DEC,SUB PLOT NO-21, KISAM-PURATAN
PATTTA, TOTAL SOLD AREA AC.0.238DEC,ONE
MOUZA,ONE KHATA,ONE PLOTS,FOUR SUB
PLOTS,ANNUAL RENT RS.2.OOPS ROAD AND REV PLOT I ISOLD AREA AC. 0.047 DEC
OUT OF AREA AC. 2.750 DEC OUT OF AREA
AC. 3.750 DEC ,SUB PLOT NO-21,KISAM-PURATAN I SUB PLOT NO-22 | REV PLOT | 20\' WIDE
ROAD AND REV PLOT | [SOLD AREA AC. 0.047 DEC NUAGAN-51 | $115|260| 0.047$ Acre | PLOT NO-258 AC. 3.750DEC,SUB PLOT NO-20,KISAM-PURATAN
PATITA] ROAD AND REV PLOT I [SOLD AREA AC. 0.072 DEC
OUT OF AREA AC. 2.750 DEC OUT OF AREA I SUB PLOT NO-22 | REV PLOT | 20\' WIDE
ROAD AND REV PLOT | [SOLD AREA AC. 0.072 DEC NO-2,KINAM-PURATAN PATIA)
NUAGAN-51 | 115 | $260 \mid 0.072$ Acre | PLOT NO-258 AC. 2.750DEC OUT OF AREA AC. 3.750 DEC, SUB PLOT PLOT I [SOLD AREA AC. O.046DEC OUT OF AREA NUAGAN-51 | 115 | 260 | 0.046 Acre | SUB PLOT
NO-3 | REV ROAD | 20\' WIDE ROAD | REV AC. 2.750 DEC OUT OF AREA AC. 3.750 DEC ,SUB PLOT
NO- 1, KISAM-PURATAN PATITA]
NUAGAN-51| 115 | $260 \mid 0.046$ Acre | SUB PLOT NO-3 | REV ROAD | 20\' WIDE ROAD | REV
PLOT | (SOLD AREA AC. $0.073 D E C$ OUT OF AREA
 NUAGAN-51 | 115 | $260 \mid 0.073$ Acre | SUB PLOT

## 



| fro. | Registraion Office. | Property Description(Village/Khata Number/ Plot Number/Area/Boundary(East/West/North/South )/ Chaka Number/Flat Number) | Registration Number | Execution Date | Deed type | Consıaeratio n Amount | rirst party | seconiu ratiy |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10 | KHANDAGIRI | NUAGAN-51\|115|260|0.04132 Acre | SUB PLOT NO - H | IPSITA PATTANAIK | ROAD I GOVT. ROAD I [SOLD AREA AC. 0.041.32 DEC, OUT OF AC. 0.238 DEC, OUT OF AC. 2.750 DEC, OUT OF AC. 3.750 DEC, ANNUAL RENT RS. 1.00 PS , SUB PLOT NO - G.] | 11131116071 | 21-Dec-2011 | SALE <br> IMMOVABLE | 42,000.00 | 1-SATAP UDDIN AHEMMED | 1-SHAHEEN SULTANA |
| 11 | KHANDAGIRI | NUAGAN-51 \| 115 | 260 | 0.03443 Acre | SUB PLOT NO - $21 / \mathrm{B}$ \| SUB PLOT NO - 22 | REV, PLOT NO - 837 | ROAD | [SOLD AREA AC. 0.034 .43 DEC, OUT OF AC. 0.238 DEC, OUT OF AC. 2.750 DEC , OUT OF AC. 3.750 DEC, SUB PLOT NO - 21/A, ANNUAL RENT RS. 1.00 PS.] | 11131200729 | 13-Jan-2012 | SALE Immovable | 35,000.00 | 1-SATAP UDDIN AHEMMED | 1-AKLIMA AHEMMAD |
| 12 | KHANDAGIRI | NUAGAN-51\|55|261|0.046 Acre | PLOT NO - 262 | GOVERNMENT | GOVERNMENT I SUB PLOT NO - 3 I [POWER AREA AC. 0.046 DEC, OUT OF AC. 0.100 DEC, OUT OF AC. 0.393 DEC, ANNUAL RENT RS. 0.10 PS .] | 11131203629 | 28-Mar-2012 | POA WITH POSSESSION | 1,000.00 | 1-SMT. SABIRTRI SAHOO | 1-SRI SANTOSH KUMAR BISWAL |
| 13 | KHANDAGIRI | NUAGAN-51 \| 55 | 261 | 0.046 Acre | PLOT NO 262 | GOVT | GOVT I SUB PLOT NO 3 I [SOLD AREA AC 0.046 DEC , OUT OF AREA 0.100 DEC , OUT OF AREA AC 0.393 DEC, RENT RS 0.10 P ] | 11131209493 | 08-Aug-2012 | SALE IMMOVABLE | 50,600.00 | 1-SRI SANTOSH KUMAR BISWAL <br> 2-SMT. SABIRTRI SAHOO | 1-MANOJ KUMAR OJHA |
| 14 | KHANDAGIRI | NUAGAN-51 \| 115 | 260 | 0.036 Acre | REV PLOTNO-258 | VENDEE AND ROAD | REV PLOTNO-837 | REV PLOTNO-259 | [SOLD AREA A0.036DECS OUT OF A0.238DECS OUTOF AC 2.750 DECS , OUT OF TOTAL AREA AC 3.750DECS, ANNUAL RENT RS 1/-] | 11131304845 | 19-Mar-2013 | SALE <br> IMMOVABLE | 40,000.00 | 1-SATAP UDDIN AHEMMED | 1-CHITTARANJAN MOHAPATRA |
| 15 | KHANDAGIRI | NUAGAN-51\|115|260|0.024 Acre | PLOT NO. 260 AND SUB POT NO - F PART | PLOT NO - 260 AND SUB PLOT NO - H PART 120 FEET WIDE ROAD LEFT BY THE VENDOR | PLOT NO - 260 AND SUB PLOT NO - LPART I [SOLD AREA AC. 0.024 DEC, OUT OF AC. 2.750 DEC, SUB PLOT NO - G.] | 11131403772 | 07-May-2014 | SALE IMMOVABLE | 158,400.00 | 1-SOUBHAGYA SANKAR DEO | 1-MINATI PATRA |
| 16 | KHANDAGIRI | NUAGAN-51 \| 115 | 260 | 0.0315 Acre | PLOT NO260 AND SUB PLOT NO - P PART । 20 FEET WIDE ROAD LEFT BY THE VENDOR | PLOT NO - 837 | PLOT NO - 260 AND SUB PLOT NO - O PART | [SOLD AREA AC. 0.031 .5 DEC , OUT OF AC. 2.750 DEC , SUB PLOT NO - N.] | 11131403768 | 07-May-2014 | SALE IMMOVABLE | 207,900.00 | 1-SOUBHAGYA SANKAR DEO | 1-GOURANGA SAHOO |



| No. | orlice. | Number/Area/Boundary(East/West/North/South )/ Chaka Number/Flat Number) | Number | Date | -courn | vuisaicet mitv <br> n Amount | - | securiu raty |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 23 | KHANDAGIRI | NUAGAN-51 \| 115 | 260 | 0.0825 Acre | 20 FEET WIDE ROAD LEFT BY THE VENDOR | PLOT NO - 260, SUB PLOT NO - J PART I PLOT NO - 260, SUB PLOT NO - F, G, H AND I PART। 20 FEET WIDE ROAD LEFT BY THE VENDOR I [SOLD AREA AC. 0.082 .5 DEC , OUT OF AC. 2.750 DEC, SUB PLOT NO - K AND L.] | 11131404083 | 26-May-2014 | SALE IMMOVABLE | 544,500.00 | 1-SOUBHAGYA SANKAR DEO | 1-BIDYUTPRAVA BISWAL |
| 24 | KHANDAGIRI | NUAGAN-51 \| 115 | 260 | 0.057 Acre | PLOT NO260 , SUB PLOT NO - B PART | REST PART OF PLOT NO - 260 | PLOT NO - 837 | 20 FEET WIDE ROAD LEFT BY THE VENDOR I [SOLD AREA AC. 0.057 DEC, OUT OF AC. 2.750 DEC, SUB PLOT NO - A.] | 11131404082 | 26-May-2014 | SALE IMMOVABLE | 376,200.00 | 1-SOUBHAGYA SANKAR DEO | 1-KANCHANAPRAVA parija |
| 25 | KHANDAGIRI | NUAGAN-51 \| 115 | 260 | 0.054 Acre | REST PART OF PLOT NO - 260 | PLOT NO - 260 , SUB PLOT NO N AND O PART | PLOT NO - 837 | 20 FEET WIDE ROAD LEFT BY THE VENDOR I [SOLD AREA AC. 0.054 DEC , OUT OF AC. 2.750 DEC , SUB PLOT NO P.] | 11131404084 | 26-May-2014 | SALE IMMOVABLE | 56,400.00 | 1-SOUBHAGYA SANKAR DEO | 1-NABIN KUMAR BISWAL |
| 26 | KHANDAGIRI | NUAGAN-51 \| 55 | 261 | 0.1 Acre | NM | NM | NM | NM | [RELEASE AREA AC. 0.100 DEC$]$ | 11131503517 | 20-May-2015 | RELEASE MORE THAN RS. 1000 | 200,000.00 | 1-PUSPANJAL <br> satrusallya <br> 2-SANTILATA SAHOO | 1-HEMANTA KUMAR PAIKARAY |
| 27 | KHANDAGIRI | NUAGAN-51 \| 115 | 260 | 0.028 Acre | PLOT NO 260, SUB PLOT NO - C, SARASWATI SAHOO | PLOT NO - 260 , SUB PLOT NO - A PART | PLOT NO-837 | 20 FEET WIDE ROAD LEFT BY THE VENDOR । [SOLD AREA AC. 0.028 DEC, OUTOF AC. 2.750 DEC, SUB PLOT NO - B.] | 11131504974 | 15-Jul-2015 | SALE IMMOVABLE | 252,000.00 | 1-SOUBHAGYA SANKAR DEO | 1-BIBHUTI BHUSAN TRIPATHY |
| 28 | KHANDAGIRI | NUAGAN-51 \| 115 | $260 \mid 0.028$ Acre \| PLOT NO 260 , SUB PLOT NO - D PART I PLOT NO - 260, SUB PLOT B PART BIBHUTI BHUSAN TRI | PLOT NO $837 \mid 20$ FEET WIDE ROAD LEFT BY THE VENDOR । [SOLD AREA AC. 0.028 DEC, OUT OF AC. 2.750 DEC, SUB PLOT NO - C.] | 11131504972 | 15-Jul-2015 | SALE IMMOVABLE | 252,000.00 | 1-SOUBHAGYA SANKAR DEO | 1-SARASWATI SAHOO |


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 on specified properties should make the search themselves，when the registers and indexes will be placed before them on payment of the prescribed fees．
 ：e3on


CHECK LIST OF DOCUMENTS PART - I

1. Name of the Office
2. Date of Execution
3. Date on which 04 Months Expires
4. Date of Presentation
5. Date of Admission
6. Document Application Id No
7. Nature of Document
a. According to the Checking Clerk:
b. According to the Registering Officer
8. Consideration Money

Valuation Set Forth
9. Stamp Duty Paid
11. Fees Payable
12. Fees Paid
13. Name \& dated Signature of

The Checking Clerk
14. Name \& Signature of the Registering Officer:
a. Who admitted the document
b. Who registered the Document

Date
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Sub-Registrar Khandagiri

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PART -II
(For SALE / GIFT / PARTITION / EXCHANGE / SETTLEMENT DEEDS) Document Id No. . 2017 Total Value

## 1. Description of Property

| Village / Thana No. | Plot No. | Area | Value Stated | Category / Kisam |
| :--- | :--- | :--- | :--- | :--- |
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2. BENCHMARK GUIDELINE VALUATION FOR THE CATEGORY OF THE PLOT

| Category of the Plot | Plot No. | Value / Acre |
| :---: | :---: | :---: |
|  |  |  |
|  |  |  |

2. A. Volume No \& Page. No. of Bench Mark Valuation Register :
3. B. Value / Acre of the Plot if transacted earlier (From EC) :
4. Market Value of Land : Category Area X Value $=$ Bench Mark Value Value as Per Acre Stated
5. Market value of the land (Higher of the two)
6. Market Value of the Structure (if any)
7. Market Value of the Land \& Structure Total Value of the Property
8. Whether the Document is suspected To be undervalue
9. Name \& Signature of the Clerk who worked Out the Market Value
10. Name \& Signature of the Head Clerk Supervising the referability

Date.

