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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.)

# INDIA NON JUDICIAL

# **Government of Odisha**

e-Stamp

# IN-OD02845548771157T 26-Nov-2021 11:11 AM SHCIL (FI)/ odshcil01/ BERHAMPUR/ OD-GJM SUBIN-ODODSHCIL0103841949691395T BISALA PATRO Article IA-48 Power of Attorney Deed MOUZA-NIMAKHANDI 73,26,000 (Seventy Three Lakh Twenty Six Thousand only) BISALA PATRO MS BIXITA PROMOTERS AND DEVELOPERS MP S K PATNAIK BISALA PATRO 1,46,550 (One Lakh Forty Six Thousand Five Hundred And Fifty only)

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Bisala patro

Berhampur-1(Gm.)

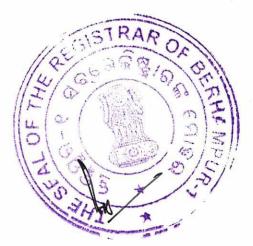
Statutory Alert:

 The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 The onus of checking the legitimacy is on the users of the certificate.
 In case of any discrepancy please inform the Competent Authority.

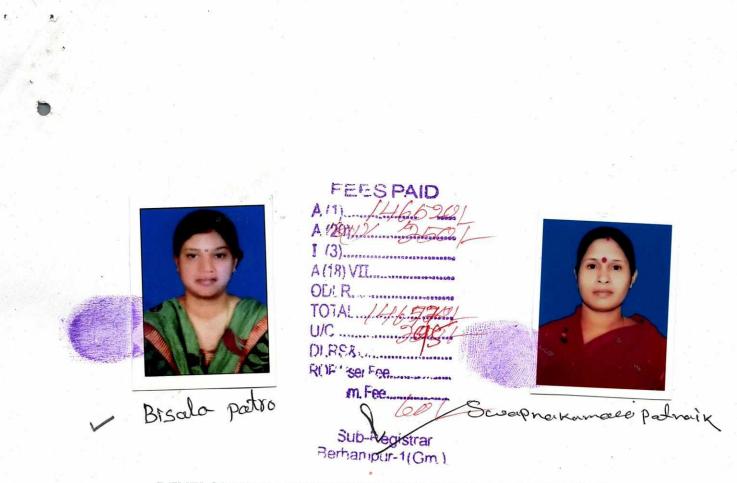


Scrapnakumasei Patnaik

# SIGNATURE OF PURCHASER



#### 1566010001



#### DEVELOPMENT AGREEMENT-CUM-POWER OF ATTORNEY

#### THIS AGREEMENT is made on the 26th day of November, 2021,

#### **BETWEEN**

**I. SMT. BISALA PATRO,** aged about 42 years, W/o. Sri Mohendra Patro, Kalanji by Caste, Household duties by occupation, residing at Big Street, Lochapada, PO: Lochapada, PS: Berhampur Sadar, Tahasil: Kukudakhandi, District: Ganjam, Odisha, PIN-761001, Aadhar No. 3526-9739-6048, PAN-CTFPP4962C, Mob: 9439803353, hereinafter referred to as the "LAND OWNER", which expression unless repugnant to the subject or context shall mean and include her legal heirs/successors/executors and assigns of the party of "THE FIRST PART".

#### AND

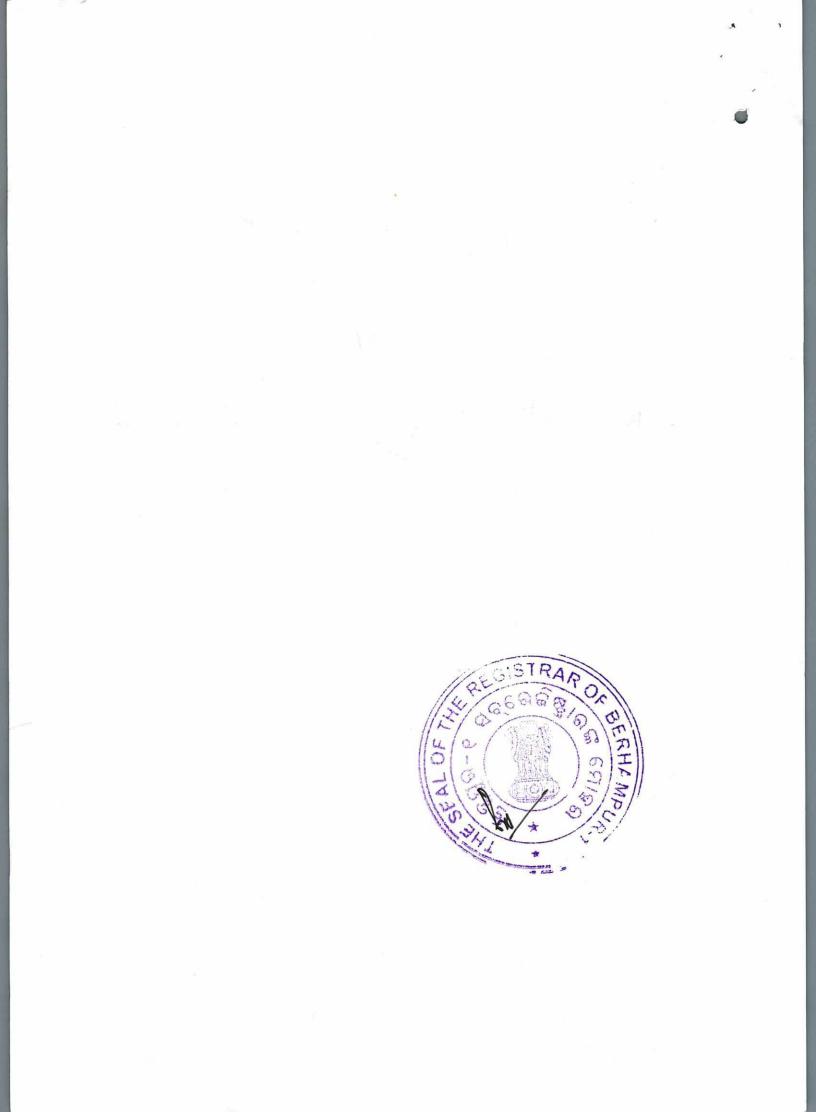
**M/s. BIXITA PROMOTERS & DEVELOPERS,** (PAN : AARFB8827D), located at Co-operative Colony 2<sup>nd</sup> Lane of Brahmapur Municipal Corporation represented by its Managing Partner - **Smt. Swapna Kumari Patnaik**, aged about 43 years, W/o. Sri Pramod Kumar Patnaik, Karan by Caste, PO: & PS: Baidyanathpur, Tahasil : Berhampur, Dist. Ganjam, Aadhaar Card No.5689-3803-5411, PAN Card No. ATUPP6966B, Pin 760 004, Mobile No.9437616599, hereinafter referred to as the **"BUILDER/DEVELOPER"**, which expression unless or repugnant to the subject on context shall deem to mean and include its heirs, legal representatives, administrators, executors and assigns of the **"SECOND PART"**.

For M/s Bixita Promoters & Developers

Sceapna Kumald Patnalk

Managing Partner

Bisala patro.



**WHEREAS,** the parties of the first part, i.e. **SMT. BISALA PATRO** is the absolute owner in possession of the Gharabari site measuring Ac. 0.300 Dec. pertaining to Plot No. 1066/5704 covered under Khata No. 410/3083 of Mouza Nimakhandi under Kukudakhandi Tahasil in the district of Ganjam, which she purchased under a Regd. Sale Deed bearing document No. 10611301963/2013 dtd: 15.03.2013 of the office of the Sub-Registrar, Berhampur-I and the Tahasildar, Berhampur vide M.C. No. 1809/2013 has been pleased to mutate the wet land measuring Ac. 0.300 Dec. pertaining to Plot No. 1066/5704, in her name and on receipt of premium converted the same from agriculture to homestead in her name, vide O.L.R. 8(A) Case No.676/2017 and recorded the same in Rayati (Gharabari) of Mouza Nimakhandi.

**AND WHEREAS,** the first part expressed her intension to construct an apartment over the land specified below in collaboration with the Second Part, i.e. the Developer. The land owner has given an offer to the party of the second part, which is engaged in developing building complexes, comprising of independent Flats/Units and the Developer has agreed to develop the complex entirely at its own cost and several terms and conditions have been mutually agreed upon by and between both the parties.

**AND WHEREAS,** the first part, i.e. the land owner expressed her intension to construct a multistoried residential apartment over the land specified below in collaboration with the Second Part, i.e. the Developer. The Developer prepared the building plan and submitted the plan with Berhampur Development Authority, Berhampur and after following due procedure, Brahmapur Development Authority, Berhampur vide its letter No. **1739/BeDA, Dtd. 01.10.2021** has been pleased to accord necessary approval for construction of **B+S+6 storied residential apartment** over the aforesaid homestead land.

**AND WHEREAS**, both the parties to this agreement have decided to construct the multistoried residential apartment over homestead land measuring **Ac. 0.300 Dec.**, in accordance with the approved building plan.

**AND WHEREAS**, after obtaining all statutory approvals both parts to this agreement decided to execute this document specifying the details terms, conditions and obligations based upon which the residential apartment is to be executed and the terms and conditions are enumerated hereunder and are in continuation and in consonance with the earlier agreement.

#### DEFINITION OF CERTAIN IMPORTANT TERMINOLOGY

- A. LAND shall mean all the piece and parcel of the land covered under the revenue Plot No. 1066/5704 of Khata No. 410/3083 of Mouza: Nimakhandi under Kukudakhandi Tahasil having an extent of total Ac. 0.300 Decimals situated at Adishakti Nagar, Near Shakti Nagar, Lochapada, Berhampur, which is more fully described in the Schedule of the property.
- **B. INTEREST OF THE PURCHASER IN THE LAND** shall mean and imply the proportionate, impartiable, undivided, unspecified and joint share in the land to be transferred in favour of the prospective purchaser(s), the extent of which shall be specified in the sale deed to be executed in favour of the purchaser and such right is a notional legal right.

For M/s Bixita Promoters & Developers

Bisala patro Page 2 of 12

Sacaphakumale patnaik Managing Partner

II.

Signature of Registering officer

Signature of Registering officer.



#### 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. <u>48(a)</u> Fees Paid : A18(iii) & A(1)-146770 ,, User Charges-295 ,Total 147065

Date: 26/11/2021

#### Endorsement under section 52

Presented for registration in the office of the Sub-Registrar Sub-Registrar BERHAMPUR-I between the hours of 10:00 AM and 1:30 PM on the 26/11/2021 by BISALA PATRO, son/daughter/wife of MOHENDRA PATRO, of BIG STREET,LOCHAPADA,PO-LOCHAPADA,PS-BERHAMPUR SADAR, by caste General, profession Others and finger prints affixed.

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#### Signature of Presenter / Date: 26/11/2021

Endorsement under section 58

Execution is admitted by :

Name Photo Thumb Impression Signature Date of Admission of Execution Bisale putro **BISALA PATRO** 26-Nov-2021 314909543 MS BIXITA PROMOTERS AND DEVELOPERS REPRESENTED BY ITS 26-Nov-2021 MANAGING PARTNER SWAPNA KUMARI PATNAIK 242944284 STRAP Identified by SWAPNESWAR MALLIK Son/Wife of TOFAN MALLIK of AT-NIGAM NAGAR ANKULT, BERHAMPUR by profession Others 17 4



Date: 26/11/2021

#### Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the Sub-Registrar, BERHAMPUR-I Book Number : 1 || Volume Number : 140 Document Number : 10612106916 For the year : 2021 Seal :

Date: 26/11/2021

Print

Signature of Registering officer

- **C. FLAT/UNITS** means, a self contained independent flat/floor space/carpet area and shall be in accordance with provisions of **RERA Act, 2016** and Rule framed there under.
- D. LAND OWNER shall means SMT. BISALA PATRO, resident of Big Street, Lochapada, PO: Lochapada, PS: Berhampur Sadar under Kukudakhandi Tahasil, District: Ganjam, Odisha
- E. DEVELOPER means M/s. BIXITA PROMOTERS & DEVELOPERS, PAN-AARFB8827D, located at Co-operative Colony 2<sup>nd</sup> Lane of Brahmapur Municipal Corporation being represented by its Managing Partner - Smt. Swapna Kumari Patnaik, W/o. Sri Pramod Kumar Patnaik, Karan by Caste, PO: & PS: Baidyanathpur, Tahasil : Berhampur, Dist. Ganjam, Aadhaar Card No.5689-3803-5411, PAN Card No. ATUPP6966B
- F. BUILDING PLAN shall mean the final/modified building plan, elevation, designs, specifications and delineated in the building plans sanctioned and approved by the Brahmapur Development Authority, Brahmapur vide its Letter No. 1739/BeDA, Dtd. 1.10.2021, which also includes an any revised Plan, Permission/Sanction which may be approved in future by the competent planning Authority of Brahmapur Development Authority, Brahmapur in modification of original plan.
- **G. ASSOCIATION** shall mean the society/association of the Owners of the flats/units in the complex "**BIXITA'S PADMAVATI GARDEN**" as provided in Odisha Apartment Ownership Act and the rules framed thereunder for management and maintenance of the common areas, facilities and amenities to be provided in the complex.
- **H. COMMON SERVICES AND UTILITY AREAS AND FACILITIES** shall mean include common passage, entrance, lobby, staircase, common corridor, lifts, lift machine room, generator room, electrical room, society room, security room, general toilet and common parking space and other common facilities and amenities which may be provided in the said building complex including the provisions of the generator, electrical installation for common use and enjoyment.
- I. ARCHITECT shall mean an architect registered with the council of architect.
- **J. All other technical persons** shall mean the persons as defined under RERA Act.

# NOW THESE PRESENT WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS:

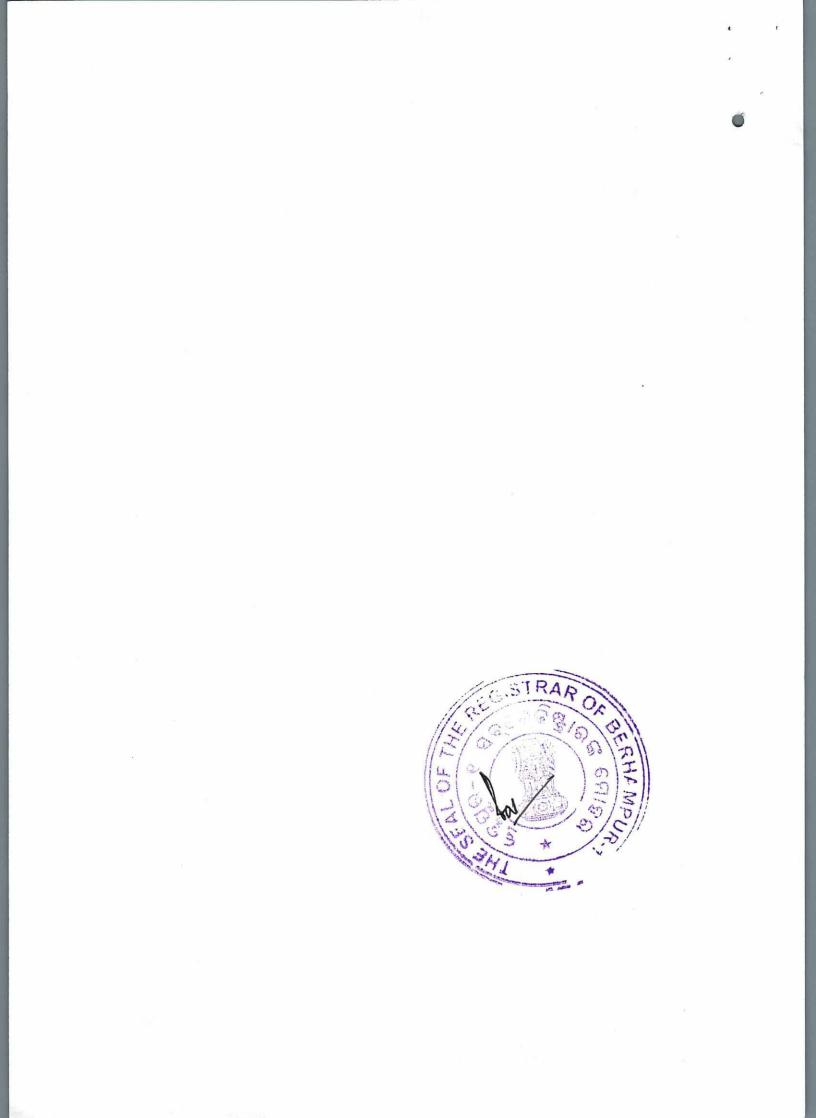
 By virtue of the recitals herein contained the land owners represent and declare that he is a competent person and absolutely seized and possessed of the lands in question as set out in the schedule given below and as the recorded/legal owner of the land, the First part conveys, vests and assigns upon the Developer, i.e. the Second Part the right to undertake construction of multistoried building in accordance with the modified plan sanctioned/approved by the Brahmapur Development Authority, Brahmapur vide its letter No. 1739/BeDA, Dtd. 01.10.2021 and shall deal with various portions of the said apartment on the terms and conditions herein contained.

For M/s Bixita Promoters & Developers

Bisala potro

Screaphakumarki Pathalk Managing Partner

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- 2. The construction of multistoried residential complex will be completed/ finished within a time schedule of 48 months from the date of this agreement.
- **3.** The Developer shall construct the multistoried residential complex according to the plans and permission(s) accorded by the Development Authority and shall not construct any illegal or unauthorized units and if it does so it would be entirely at its own cost and risk and the land owners will not be liable for its consequences. However, if any deviation is made as per 'Vastu' principles or as per the advice of the structural Engineer, the Developer has to regularize the same and both parties shall jointly pay the penalty and expenses in proportions to their entitled share. The responsibility with regard to the quality and standard of construction of the building shall be exclusively that of the Developer.

#### 4. CONSTRUCTION :

- a. The parties to this agreement have already got approval from all statutory authorities and final approval from Brahmapur Development Authority, Brahmapur vide letter No. **1739/BeDA**, Dtd. **01.10.2021**.
- b. That, the building shall be constructed in accordance with rules and regulations laid down by the Berhampur Development Authority. The building(s) shall be of first class construction based on their specifications confirming to BIS code of Civil Engineering practice as per drawings, which are specified below.

#### SCHEDULE DETAILS OF SPECIFICATION FOR CONSTRUCTION:-

- STRUCTURE: R.C.C. framed structures as per Bureau of Indian Standard.
- Reinforcement steel for structural frame of SAIL/TATA/Any other reputed brand, for greater longevity of the structure.
- > WALLS: Brick Walls 9" external and 4'-06" internal
- FINISHING: Flooring will by vitrified tiles for Complete unite. Glazed tiles up to 5 feet height in Toilets.
- > **PAINTING:** Colours with distemper and putty finishing.
- > WINDOWS: UPVC windows with M. S square bar safety grill provision.
- ELECTRICAL: Concealed copper wiring with necessary points with all modern facilities for geyser, one A.C. provision. Materials of reputed Company with BIS approved standard, Accessories of Premier segment brand.
- c. However, the Developer may make or agree to make such variation in the designs or plans as may be required or considered by them desirable or necessary.
- **d.** That, the Developer shall be free to change/alter and modify the sanctioned plan, on request and approval of the Land owners/intending flat purchaser(s) for the betterment of the project, within the sanctioned built-up area.

For M/s Bixita Promoters & Developera

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e. The multistoried residential complex over the said lands shall be constructed under the direct control, supervision and guidance of the Developer. The Land owners will have the right to inspect the construction at all reasonable times with prior intimation to the Developer.

f. The Developer shall make its best endeavors to complete/finish the said building in all respects so as to benefit for occupation/habitation within 48 (Forty Eight) months from the date of this agreement unless prevented by reason beyond the control of the Developer including force major conditions. In the event of the Developer failing to complete the construction of multistoried residential complex within the specified period, the Developer and the Land owner shall sit together and decide mutually for further extension/completion of the project within a reasonable time.

#### 5. OWNER'S OBLIGATION:

The land owner hereby agree and covenants with the Developer as follows:

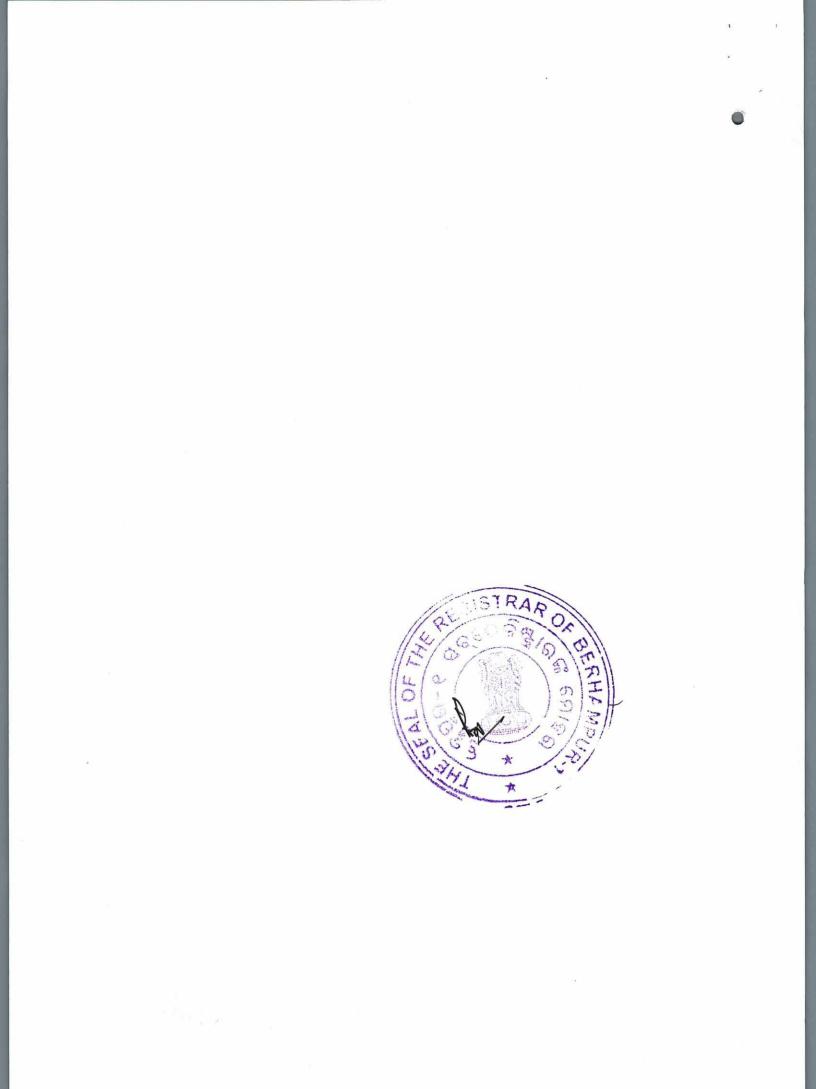
- a. Not to cause any interference or hindrance in the construction of the said multistoried residential complex over the said land by the Developer, unless the Developer acts in a manner violating or inconsistent to the terms of this Agreement.
- **b.** Not to enter into any agreement or transfer, convey or assign or encumber or deal with said property or any portion thereon with any third party, without the consent of the second part.
- **c.** The Land owner gives permission to the Developer to enter upon the said property and developer shall have absolute authority and competency to commence, carry on and complete the Development of the lands in accordance with the permission granted.
- **d.** The Land owner will at the request and at the cost of the Developer sign and execute papers, documents, applications for approval/ modification/ extension of the building plans and other related documents relating to the construction of the apartments and its infrastructure.
- **e.** The Land owner will remain responsible to the Developer or to the subsequent purchaser/Allottes, in case of any defect in the title of the landed property detected in future.

#### 6. (i) DEVELOPER'S OBLIGATION :

- **a.** To complete/finish the construction and erection of the said building within 48 months from the date of execution of this agreement or such extended time as may be mutually agreed upon.
- b. However, the Developer shall make all endeavors to complete all construction in the multistoried residential complex within 48 months, provided there is market availability for the space created. In such an event of bad market situation, this time schedule shall be extended after mutual agreement between both the parties.

For M/s Bixita Promoters & Developers Scrappa kumace Patnai K Managing Partner

Bisala patro



- **c.** Not to violate or contravene any statutory provisions, rules, regulations etc. applicable for construction of the said building complex.
- **d.** That, the Developer shall be solely responsible regarding the quality of construction and materials used therein and also remain responsible regarding the safety and security of the structure an men power engaged during the course of the construction.
- e. That, Second part shall get the project approved and registered with RERA Authorities and take effective steps for discharging its obligation as per laws provided under RERA Act, 2016, with due information and intimation to the first part.

#### (ii)CONSIDERATION :

- a. That, the parties hereto above shall share the total units/saleable area in the proposed housing complex proportionate to their share in respect of the floor space areas and right of use of the common spaces or amenities proportionate to their share in the entire project or the entire project to be built on the said plot in the ratio, i.e. 32:68% of total saleable area. So, the Developer has got absolute right to deal with its share 68% of the total saleable area in the project. The Developer shall deal with the said saleable area, in its own discretion without any further reference to the land owner. Similarly, the land owner, i.e. first part shall deal with the remaining 32% of the total saleable area, in its own discretion without any further said saleable area, in its own discretion without any further the project. The Developer shall deal with the remaining 32% of the total saleable area, in its own discretion without any further said saleable area, in its own discretion without any further reference to the land owner.
- b. Similarly, the land owner, i.e. first part shall deal with the remaining 32% of the total saleable area of the project towards the owner's share and the first part decided to retain 06 (Six) numbers of Flats, i.e. Flat No. 104 of 1<sup>st</sup> Floor; Flat No. 201 & 205 of 2<sup>nd</sup> Floor; Flat Nos. 304 of 3<sup>rd</sup> Floor & Flat No.402 & 403 of 4<sup>th</sup> Floor; as her allotted share, i.e. land owner's share, in the entire project.
- c. That the parties hereto, i.e. the Developer and land owner hereby mutually agreed and declared that, apart from the aforesaid flats measuring **9272 Sq.ft.** and corresponding parking areas, i.e. **06 (six)** numbers allotted to the share of land owner and the rest of the saleable areas and the remaining parking space, shall be the allotted share of the Developer. Both parties hereby mutually agreed not to dispute the said sharing/allotment, in any manner, for whatsoever reason, in future.
- **d.** That, all statutory taxes and dues such as GST, Service Tax, Income Tax, etc. as notified by the Government of India and/or State Government shall be borne by each part independently for their respective shares.

For M/s Bixita Promoters & Developers Scientification Potencial Managing Partner

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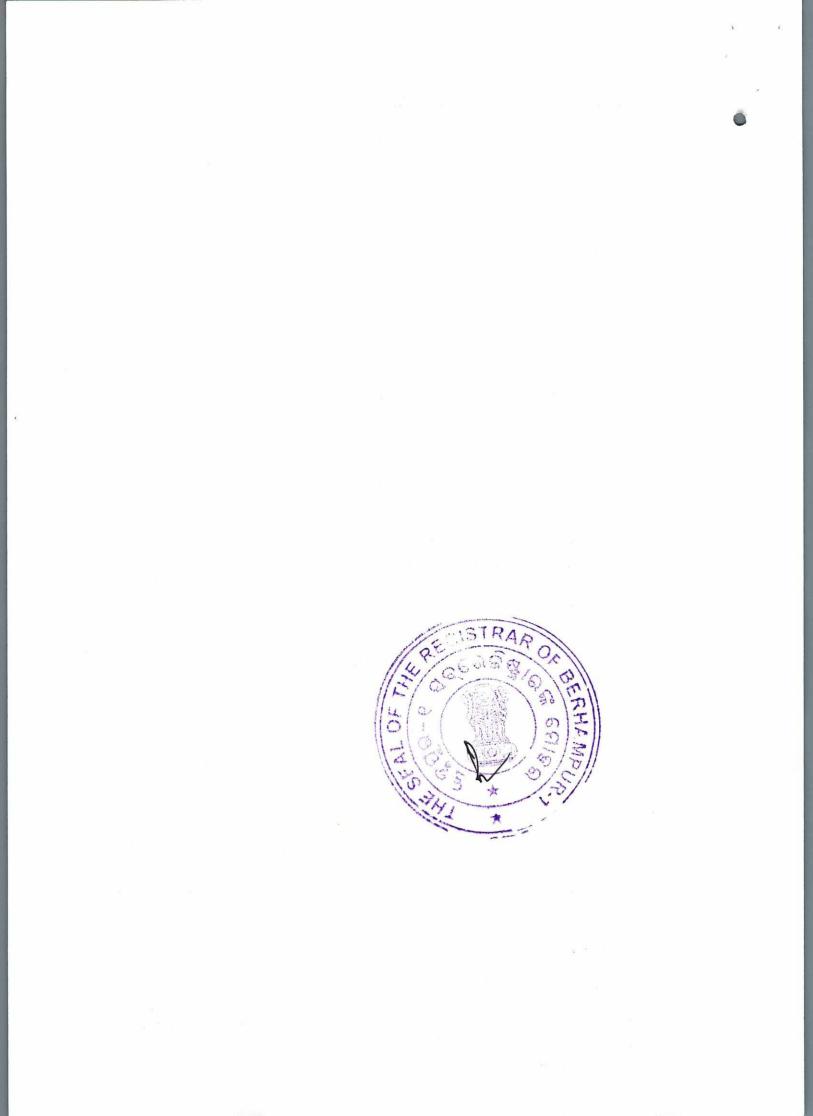
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#### (iii) RESIDUARY TERMS AND CONDITIONS:

- **a.** In consideration of the terms hereby agreed upon, the Land owners gives, assigns and absolutely vests the Developer the right of development/ construction on the said land and also his right to sell transfer and assign balance constructed space/saleable area in the said house complex, as specified in Clause-(ii) a, of this agreement.
- b. The Developer shall have the right to enter into agreement with intending Owner of Flat(s) to sell, transfer, charge, assign and let out all saleable area and the Land owners will not object to such transfer, assignment or dispositions. The Land owners will join as confirming party at the request of the Developer for execution of relevant documents, if and when required. It is hereby agreed that the Developer shall have the right to finalize and settle the terms and/or to dispose all saleable area, in the proposed residential complex at such rate as the Developer in its absolute discretion thinks proper.
- **c.** That the Second part shall bear the expenses for the installation of Electric Transformer for supply of power, rain water harvesting, sewerage treatment plant, solar project to the said multistoried complex and the proportional cost of the expenses shall be refunded by the first part to the second part towards her share of Flats. However, both the parties shall bear their own expenses for service connection to the flats allotted to their share.
- **d.** That, the payment of maintenance charge for each flat including the Land owner's share shall commence from the date of delivery of possession of the flats, to the Developer till formation of the residential society.
- e. The Land owners hereby agree to execute necessary deeds of conveyance through her Power of Attorney Holder i.e. the second part, in favour of the intending apartment owner(s).
- f. That, all costs, charges and expenses relating to and in respect of sale deed to be executed shall be paid by the intending purchaser(s) and the land owners or developer shall not bear any cost for execution or registration of any documents.
- **g.** The Developer shall be at liberty to appoint its own Contractors, Staffs, Supervisors, Managers, Engineers, Architects to carry out the construction works and the Land owners will not have any objection for the same.
- h. That, the Developer shall have the right to receive from the intending flat purchaser(s) any earnest money and/or booking amount and also the balance of cost of apartment and to grant receipts and execute such conditions as may be deemed necessary and present the same before the registering authority for registration and to execute the registered sale deed, relating to all flats. The Land owners hereby agree to ratify and confirm all acts, the Developer shall lawfully do and to execute and perform or cause to be executed and performed all such acts and deed in

For M/s Bixita Promoters & Developers Sacophakumale Pathaik Managing Partner

Bisala potro



connection with the sale of undivided, impartiable, proportionate and joint share or interest in the land and/or apartment in the said proposed residential complex by virtue of the agreement without receipt of any further consideration. The Land owners will have no objection, if the intending flat owner(s) will mortgage his/their flat(s) to any financial institution to obtain loans for purchasing the same.

i. The Land owner hereby agrees to execute and sign necessary documents, letters, power of attorney which may be required for carryout the construction of the proposed complex and to render all help and assistance to the Developer to facilitate the construction of the proposed building on the said plot of land.

#### 7. ARBITRATION:

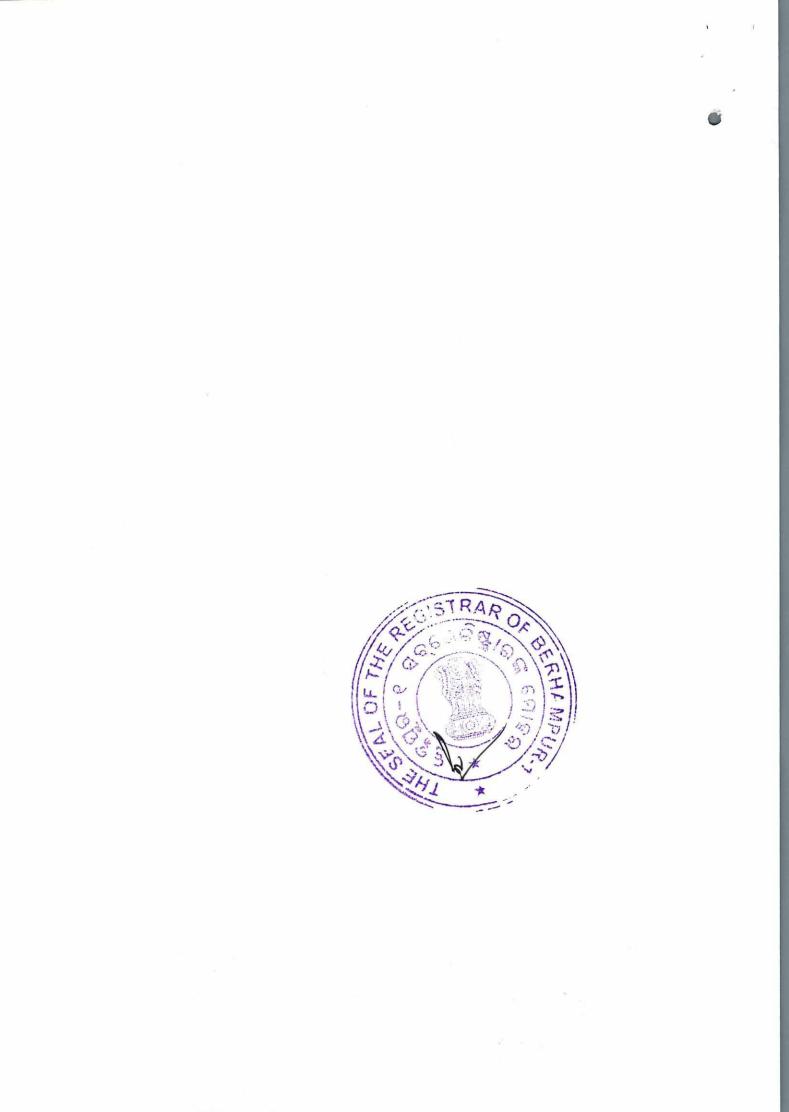
In case any dispute or difference arises between the parties during the progress of or abandonment of the work, pertaining to the construction of any term or covenant spelt out in this contract or any clause thereof relating either to the said building work or any incidental and ancillary disputes/differences arising out of this contract or any other supplementary contract disputes relating to payment and non-payment entitlement between the parties etc. shall be referred to an Arbitrator, whose decision shall be final and shall be held at Berhampur jurisdiction only.

- **8.** That, in the event of Berhampur Development Authority and other authorities concerned permitting any future vertical or horizontal extensions or construction in the said building and/or in the said premises/plot at any time then in that event same shall be built by the Developer and on such eventuality and Developer and the Land owner will be entitled to their proportionate shares on the basis to be mutually decided.
- **9.** That, the property will remain under the disposal of the Developer, after giving the total agreed share to the Land owners till the formation of the Society and till ultimate handing over the land and building to the resident welfare association or Society to be formed by the Owners of the flat(s).
- **10.** That, the both parties agree to incorporate any provisions as stipulated under RERA Act, while entering into agreement to sale with the prospective purchasers, in addition to the clauses stated above.

**WHEREAS** the land owner/first part being a household lady, is unable to attend various offices and at times unavailable to take the necessary steps required for execution of the documents relating to the project and to enter into agreement to sell the flats to the proposed purchaser(s) and to execute sale deeds in favour of the purchaser(s). So, it has become necessary to give the Developer/Second Part a General Power of Attorney for smooth execution of the project and to sell the flats.

For M/s Bixita Promoters & Developers Scraphorkumcele Patraily Managing Partner

Bisala patro



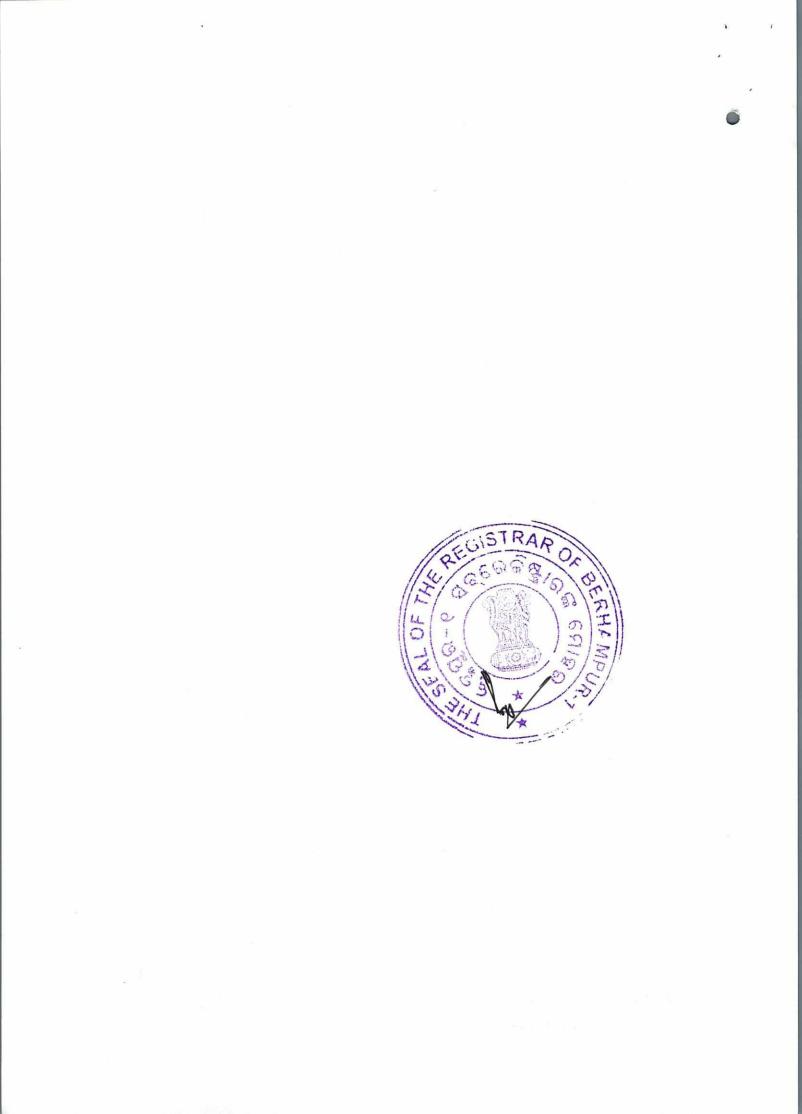
**NOW THESE PRESENTS** witnesseth that, I the land owner; **SMT. BISALA PATRO**, aged about 42 years, W/o. Sri Mohendra Patro, Kalanji by Caste, Household duties by occupation, residing at Big Street, Lochapada, PO: Lochapada, PS: Berhampur Sadar, Tahasil: Kukudakhandi, District: Ganjam, Odisha, PIN-761001, Aadhar No. 3526-9739-6048, PAN-CTFPP4962C, Mob: 9439803353, hereinafter referred to as the "**LAND OWNER**" do hereby nominate, constitute and appoint **M/s. BIXITA PROMOTERS & DEVELOPERS**, PAN (AARFB8827D) located at Cooperative Colony 2<sup>nd</sup> Lane of Brahmapur Municipal Corporation represented by its Managing Partner - **Smt. Swapna Kumari Patnaik**, aged about 43 years, W/o. Sri Pramod Kumar Patnaik, Karan by Caste, PO: & PS: Baidyanathpur, Tahasil : Berhampur, Dist. Ganjam, Aadhaar Card No.5689-3803-5411, PAN Card No. ATUPP6966B, Pin 760 004, Mobile No.9437616599, hereinafter referred to as the "**BUILDER/DEVELOPER**" being represented by her as my true and lawful Attorney to do and execute and perform all of the following acts, deeds, matters and things on my behalf namely :

- i. To build or to construct an apartment and to manage and supervise the construction work of the same on my plot measuring *Ac. 0.300 Decimals* of *Nimakhandi Mouza, detailed in Para-III below.*
- **ii.** To approach, appear, represent and carry on correspondence with and pay the necessary fees or dues and to deposit the requisite amounts to or with all concerned authorities including Government Departments, Revenue Authorities, Brahmapur Development Authority, and other concerned authorities in connection with the conversion, development, construction, modification, extension, sale of Apartments and Management thereof, on my behalf.
- **iii.** To construct the Apartment over the below mentioned schedule land as per the permission granted by the Berhampur Development Authority as well as other statutory bodies and also to do the needful for regularization of the structure, if any, as per relevant rules and regulations being promulgated from time to time by the Government, Berhampur Development Athority and other statutory bodies, on my behalf.
- iv. To receive money from the intending owner(s) of the flat(s) in connection with the booking/agreement/ installment payment made towards the Developer / Land owner for sale of the developed saleable area.
- **v.** To enter into agreement with the intending owner(s) of the flat(s) for sale of the flat(s) and get the same registered as and when required.
- vi. To negotiate with customers intending to purchase the said flat(s) (which includes the undivided impartibly share in land) and sell the same to the intending purchaser or purchasers as the case may be and to execute the necessary sale deed or deeds on my behalf in favour of the said purchaser or purchasers, as the case may be and to receive the consideration money in respect of such sale deed or deeds as well as handover the possession of the said property to the purchaser(s), with respect to all the flats.

For M/s Bixita Promoters & Developera

Saraprekumale Padnaik Managing Partner

Bisala patro



vii. To execute and admit the sale deed or deeds before the concern Registering Officer for registration on my behalf and to do all other acts and deeds that are required under the Law of Registration, and The Odisha Apartment Ownership Act – 1982, as amended, RERA Act 2016 and Rules 2017 and laws as in force from time to time, in favour of the purchaser or purchasers as fully and effectually as I could do the same for myself.

viii. To execute any deed of rectification deed or confirmation deed, citation, if required, for any change or amendment to any documents executed by virtue of this deed related to the schedule property or description of the land/flat.

**ix.** To execute necessary documents as and when required on my behalf for registration of the project under RERA Act and to discharge all legal obligations as stipulated in the said Act and to operate the bank account relating to the project, as stipulated under RERA Act, 2016.

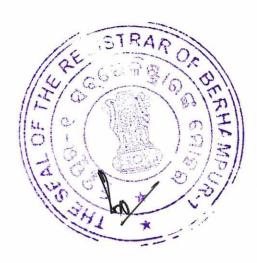
- x. To appear in all the Courts such as Civil, Criminal, Labour and in all Offices of Government, in case, any dispute arises in respect of the said property & project and to do all the needful in the beneficial interest of the both the parties.
- **xi.** In the event of any dispute, if there is any necessity in proceeding to the court of law, the attorney will do the same and continue proceeding before the law courts by engaging Advocates, by signing *Vakalatnama* and he can sign plaint, written statement, petitions, counters etc., and if necessary will file suits, appeals, revisions on my behalf and can enter into compromise or withdraw cases with the third parties.
- **xii.** To receive from any Person, Officer, Authority, Financial and Insurance company, Tribunal or Court any document, money or other things and give release and receipt thereafter relating to the property over which this project is being constructed.
- xiii. Generally to do and perform all acts, deeds, things, matters necessary for all or any of the aforesaid purposes such as execution, construction, regularization, marketing and sale of the project and to give full effect thereto.
- **xiv.** To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.
- **xv.** For performing and carrying out the purposes of these presents I hereby grant unto the said Attorney full and absolute authority and power on such terms and conditions as the Attorney shall think fit and proper.
- xvi. I hereby agree to rectify and confirm whatsoever the said Attorney shall do in relation to the premises by virtue of these presents and I hereby declare that I shall not do anything in-consistent with or contrary to the content and spirit of this Power of Attorney.

For M/s Bixita Promoters & Developers

Bisala patro

Page 10 of 12

Swapnakumale Palmaik Managing Partner



xvii. I hereby declare that the powers and authorities hereby granted are irrevocable till the said property is fully and properly developed as per the Agreement, Agreement for sale and sale deeds are executed in accordance with the statutory provisions, rules and regulations and that the transfer and/or conveyance of the lands, buildings, flats are conveyed to the purchasers and Association of the Apartment Owner is registered and starts functioning and all legal formalities are complied as stipulated under RERA Act and Rules.

Your above acts will be accepted by all, by the courts as well as public as done by me.

I have executed this document on my own consent after understanding the contents of the same.

#### III. **SCHEDULE OF THE PROPERTY:**

District: Ganjam, Tahasil: Kukudakhandi, within the registration of the Sub-Registrar Office, Berhampur-I, PS: Berhampur Sadar, Mouza: NIMAKHANDI, bearing ;

Khata No. 410/3083 (Four hundred ten by three thousand eighty-three). Plot No. 1066/5704 (One thousand sixty-six by five thousand seven hundred four), Gharabari measuring Ac.0.300 Decimals (Three hundred) and the same is being bounded by:-

East :	Road and	
West :	Road.	
North:	Rev. Plot No 107	4
South:	Rev Plot No 107	2

#### ANNEXURE-I

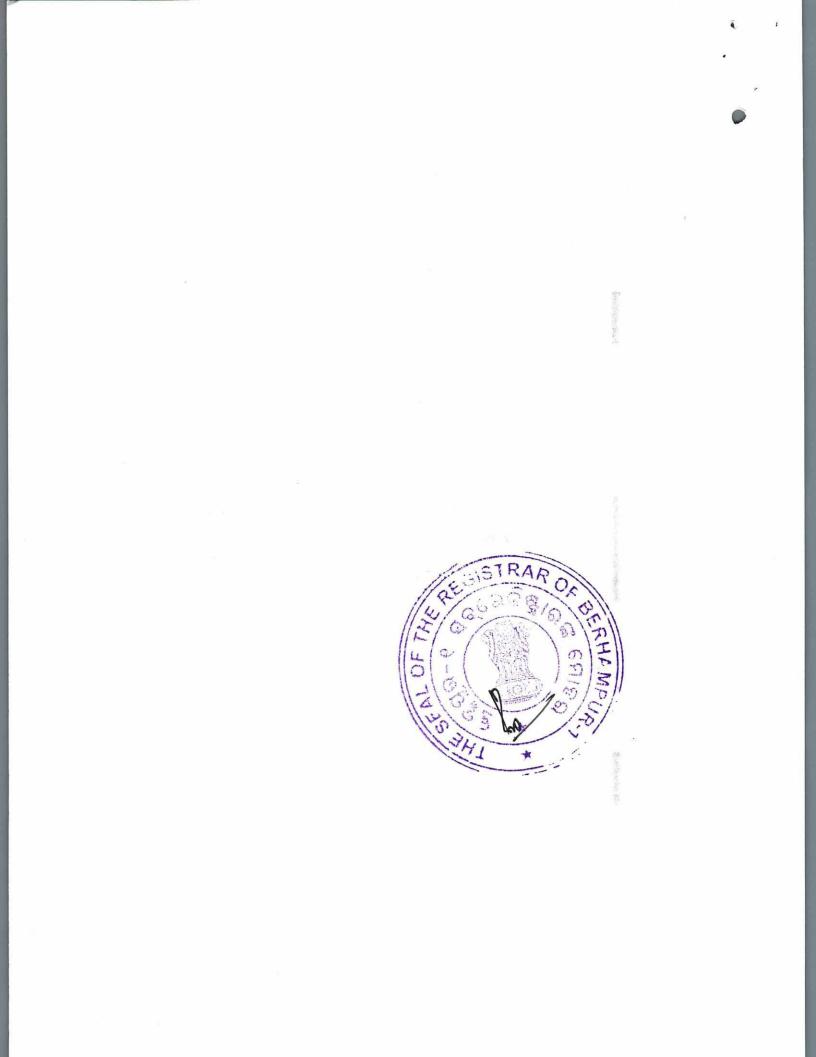
CONSTRUCTED AREA/DETAILS OF THE FLATS ALLOTED TO THE LAND OWNER AND DEVELOPER/BUILDER IN THE APARTMENT-"BIXITA'S PADMAVATI GARDEN". A. LAND OWNER'S SHARE:-

SMT. BISALA PATRO'S SHARE: 1<sup>st</sup> Floor:

	<u>I 11001.</u>				
	Flat No.	Area in Sq.ft. of ea	<u>ch flat</u>	Total Sq. Ft.	
	104	1735 x 1		1735	
	2 <sup>nd</sup> Floor:				
	<u>Flat No.</u>	Area in Sq.ft. of ea		<u>Total Sq. Ft.</u>	
	201 & 205	1368 x 1 + 1734 x	1	3102	
	<u>3<sup>rd</sup> Floor:</u>				·
	Flat No.	Area in Sq.ft. of ea	<u>ch flat</u>	<u>Total Sq. Ft.</u>	
	304	1735 x 1		1735	
	4 <sup>th</sup> Floor:	America Conflicted		<b>T</b> , 10 <b>F</b>	
	Flat No.	Area in Sq.ft. of ea		Total Sq. Ft.	
	402 & 403	1229 x 1 & 1471	XI	2700	
	(06 Flats)		Total=	9272 Sq.ft.	
	All total area of 06 I		9272 Sq.ft. (	only.	0
	PARKING AREA = 0			Bisala P	orto
	r M/s Bixita Promoters & Deve				
S	wappakumaseiF	atraik		Page	e 11 of 1

#### Managing Partner

of 12



#### B. <u>BUILDER/DEVELOPER'S SHARE:-</u>

All the constructed saleable areas along with parking including proportionate share or interest in the lands, excluding the share allotted to the land owner, i.e. Smt. Bisala Patro.

I the land owner hereby signed this document before the witnesses after read over and explained by the legal advisor in my language and understanding thoroughly.

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

Bisala patro

Signature of the land owner/First Part.

For M's Bixita Promoters & Developers

Samprakumale Patraik

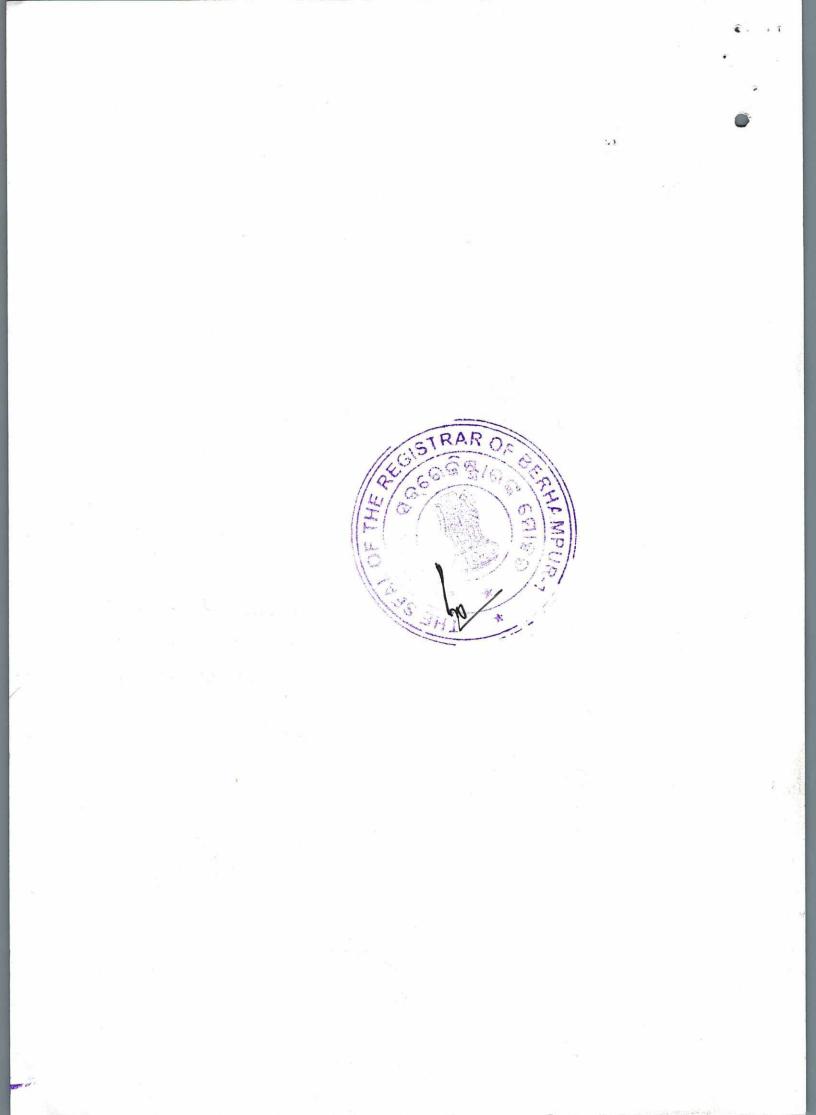
2. Movendre potro 80 4. Noreyam Potro 858 street Cochopcole

#### Signature of the Developer/Second Part.

WITNESSES:

1. Swaneswan Mallek Slo Sni Totan mallin Nigan riagar, Ankuli Behampur

Drafted by: Simme on The Margue





**ଭାରତ ସରକାର** GOVERNMENT OF INDIA ବିସାକା ପାତ୍ର

BISALA PATRO କନ୍ଦୁ ବର୍ଷ / Year of Birth : 1979 ମହିଳା / Female



7

3526 9739 6048

ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର

Bisala patro



ଭାରତୀୟ ବିଶିଷ୍ଟ ପରିଚୟ କର୍ତ୍ତପକ୍ଷ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ଠିକଣା: W/O ମହେନ୍ତ୍ର ପାତ୍ର, ବଡ଼ ସାହି, ଭୋଡାପଢା, ଭୋଡାପଢା, ଗଂକାମ, ଓଡିଶା, 761001 Address: W/O MOHENDRA PATRO, BIG STREET, LOCHAPADA, Lochapoda, Lochapada, Ganjam, Orissa, 761001



## ञायकर विभाग INCOME TAX DEPARTMENT

BISALA PATRO

CHANDRA SEKHAR PATRA

29/06/1979 Permanent Account Number CTFPP4962C

Bisala patro Signature

Bisala-patro

11

भारत सरकार GOVT. OF INDIA





GOVERNMENT OF INDIA ବିସାହା ପାତ୍ର BISALA PATRO ବନ୍ଦ ବର୍ଷ / Year of Birth : 1979 ମହିହା / Female

ଭାରତ ସରକାର



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3526 9739 6048

ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର

Bisala patro



#### **ଭାରତୀୟ ବିଶିଝ ପରିଚୟ** କର୍ତ୍ତୃପକ୍ଷ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ତିକଣା: W/O ମହେନ୍ଦ୍ର ପାତ୍ର, ବଡ଼ ସାହି, ଭୋଡାପଢା, ଭୋଡାପଢା, ରଂଜାମ, ଓଡି଼ିଶା, 761001

Address: W/O MOHENDRA PATRO, BIG STREET, LOCHAPADA, Lochapoda, Lochapada, Ganjam, Orissa, 761001

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1012	nelpiäruidai gov.in	www.uidai.gov.in	PO. Box No 1947

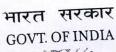


CHANDRA SEKHAR PATRA

29/06/1979 Permanent Account Number CTFPP4962C

Bisala patro Signature

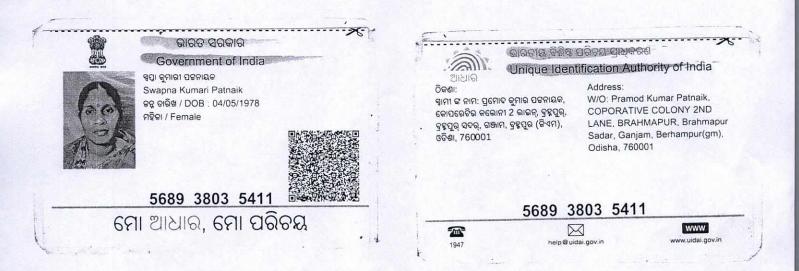








Bisala patro



Savaprakamasei Patnaik



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#### ଭାରତ ସରକାର GOVERNMENT OF INDIA

ବିସାକା ପାତ୍ର BISALA PATRO କଢ଼ ବର୍ଷ / Year of Birth : 1979 ମହିଳା / Female



1

3526 9739 6048

ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର

Bisala patro



#### ଭାରତୀୟ ବିଶିଷ ପରିଚୟ କର୍ତ୍ତୃପଷ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ତିକଣା:

W/O ମହେନ୍ର ପାତ୍ର, ବଡ଼ ସାହି, ଲୋଚାପଢା, ଲୋଚାପଢା, ଗଂଳାମ, ଓଢିଶା, 761001

#### Address:

W/O MOHENDRA PATRO, BIG STREET, LOCHAPADA, Lochapoda, Lochapada, Ganjam, Orissa, 761001



आयकर विभाग INCOME TAX DEPARTMENT **BISALA PATRO** 

29/06/1979

CHANDRA SEKHAR PATRA

Permanent Account Number CTFPP4962C

Bisala patro

भारत सरकार GOVT. OF INDIA



022015

Signature Bisala potro

Schedule	I Form	No.39-A	
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# ଖତିୟାନ

ମୌଜା କିନ୍ମଖଣ୍ଡି	ଚହସିଲ : କୁକୁଡ଼ାଖର୍ଷି	
ଥାନା : ବ୍ରହ୍ମପୁର	ତହସିଲ ନମ୍ବର : 36	
ଥାନା ନମ୍ବର : 44	ଚ୍ଚିଲ୍ଲା : ଗଂଚ୍ଚାମ	

ଜମିଦାରଙ୍କ ନ ନମ୍ବର	ାମ ଓ ଖେୱାଟ ବା ଖତିୟାନର	ାନର କ୍ରମିକ ଓଡ଼ିଶା ସରକାର ଖେୱାଟ ନମ୍ଭ					
1) ଖତିୟାନଟ	। କ୍ରମିକ ନମ୍ବର		410/3083				
2) ପ୍ରକାର ନା	ମ, ପିତାର ନାମ, ଜାତି ଓ ବାସ	ସିଷ୍ଟାନ	ବିଶାଳା ପାତ୍ର	୍ସ ସ୍ପା:ମହ ନ୍ଦ୍ର ପାତ୍ର ଜା: କାଳ	ଞ୍ଚି ବା: ଲୋ	ଚ଼ାପଡା ଗ୍ରାମ ବଡ ସାହି ,	ବ୍ରହ୍ମପୁର ।
3) ସ୍ୱତ୍ସ	ରୟତି						
	ଜଳକର	ଖଜଶା	ସେସ୍	ନିଷ୍ତାର ସେସ୍ ଓ ଅନ୍ୟାନ୍ୟ ସେସ୍ ଯଦି କିଛି ଥାଏ	ମୋଟ	5) କ୍ରମବର୍ଦ୍ଧନଶୀଳ	ଖଜଶାର ବିବରଶି
4) ବେୟ :	M.C.No.1809.13	900.00	675.00		1575.00	ଖଜଶା ର୍ବଷ 2017-18 ( କରାଗଲା ।	ଠାରୁ ଧାର୍ୟ୍ସ ଓ ପୈଠ
6) ବିଶେଷ ଅ	ୁ ନୁସଙ୍ଗ ଯଦି କିଛି ଥାଏ	00	0£			ଗରବାରି	401 - 296 1 1 1. 1 1.
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#### ରାଷ୍ଟ୍ରୀୟ ସୂଚନା ବିଜ୍ଞାନ କେନ୍ଦ୍ର 25/11/2021 12:14:51 IP :223.187.87.242

Biscla patro

ଖତିୟାନର କ୍ରମିକ ନ	°:410/3083	ମୌଜା : ନି	ମଖଣ୍ଡି			ଜିଲ୍ଲା : ଗଂଜାମ ଜ
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ଟ <sup>ା</sup> ର ଚାର୍ଯ୍ୟ ହୁବେ	ବେଶାର୍ଦ୍ଦିଷ 2017-18 ଭାଗରା (	575.00	26,	:7a. 00.00		M.C.No.1809/13 ପ୍ରକାରେ, ଖାତାନଂ 208 ରୁ
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1 plot			0	3000		

ରାଷ୍ଟ୍ରୀୟ ସୂଚନା ବିଜ୍ଞାନ କେନ୍ଦ୍ର 25/11/2021 12:15:06 IP :223.187.87.242

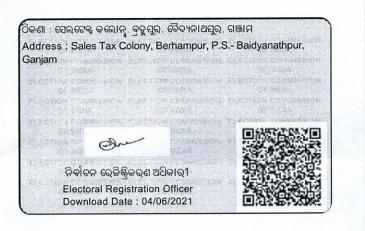
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	R

Receipt

Regist	ered Deed Postal Fee Receipt
	Original Receipt
Date	: 26-Nov-2021
Name	MS BIXITA PROMOTERS AND DEVELOPERS REPRESENTED BY ITS MANAGING PARTNER SWAPNA KUMARI PATNAIK
Application Id.	: 612107106 4 6666 9
Head of item	: Postal Fee For Delivery of Registered Deed
<b>Registered Deed Delivery Fee</b>	: 60 (Sixty rupees only)
Registered Deed Postal Address	W/O-PRAMOD KUMAR PATNAIK, AT-CO-OPERATIVE COLONY 2ND LINE, BERHAMPUR, PO/PS-B.N. PUR
Date :26-11-2021	Sub-Registrar Berhanipur-HCm ( Signature and Stamp of Registering Officer
Regist	ered Deed Postal Fee Receipt
	Duplicate Receipt
Date	: 26-Nov-2021 MS BIXITA PROMOTERS AND DEVELOPERS
Name	: REPRÉSENTED BY ITS MANAGING PARTNER SWAPNA KUMARI PATNAIK
Application Id.	: 612107106
Head of item	: Postal Fee For Delivery of Registered Deed
Registered Deed Delivery Fee	60 (Sixty rupees only)
Registered Deed Postal Address	W/O-PRAMOD KUMAR PATNAIK, AT-CO-OPERATIVE COLONY 2ND LINE, BERHAMPUR, PO/PS-B.N.PUR
Date :26-11-2021	Sub-Flegistrar Steneture and Stamp of Registering Officer

#### ଭାରତ ନିର୍ବାଚନ ଆୟୋଗ ELECTION COMMISSION OF INDIA





Download Date : 04/06/2021

ଭୋଟର ଫଟୋ ପରିଚୟ ପତ୍ର ନଂ / EPIC	ABE1310184
No.:	
କ୍ରମିକ ସଂଖ୍ୟା / Serial number :	634
ବିଧାନସଭା ନିର୍ବାଚନ ମଣ୍ଡଳିର ସଂଖ୍ୟା	100.0000
ଏବଂ ନାମ :	133-ବ୍ରହ୍ମପୁର
Assembly Constituency No. and	133-Berhampur
Name :	roo Dornampur
ଭାଗ ସଂଖ୍ୟା ଏବଂ ନାମ :	169-ସେଲଟାକ୍ସ ଛକ
Part No. and Name :	169-Sales tax square
ମତଦାନ କେନ୍ଦ୍ର ଠିକଣା :	N.A.
Polling Station Address :	N.A.
ମତଦାନ ତାରିଖ / Poll Date :	N.A.
ମତଦାନ ସମୟ / Timings :	N.A.
Swappeswar Mall	8).
	A CONTRACTOR OF A CONTRACTOR O

ଦୟାକରି ଧ୍ୟାନ ଦିଅନ୍ତୁ / Kindly note that :

1. e-EPIC ହେଉଛି ଏକ ନିର୍ବାଚନ ପାଇଁ ପରିଚୟର ପ୍ରମାଣ ।

2. ଏହି କାର୍ଡ ପାଇଥିଲେ ବି ଆପଣ ଚଳନ୍ତି ଭୋଟର ତାଲିକାରେ ଭୋଟର ବୋଲି କୌଣସି ଗ୍ୟାରେଞ୍ଚି ନାହିଁ । ଦୟାକରି ପ୍ରତ୍ୟେକ ନିର୍ବାଚନ ପୂର୍ବରୁ ଚଳନ୍ତି ଭୋଟର ଡାଲିକାରେ ଆପଣଙ୍କ ନାମ ଯାଞ୍ଚ କରିନିୟନ୍ତୁ ।

3. ଏହି କାର୍ଡରେ ଉଲ୍ଲେଖ କରାଯାଇଥିବା ଜନ୍ମ ତାରିଖ ଭୋଟର ତାଲିକାରେ ନାମ ପଞ୍ଚିକରଣ ବ୍ୟତୀତ ଅନ୍ୟ କୌଣସି ଉଦ୍ଦେଶ୍ୟରେ ବୟସର ପ୍ରମାଣ ରୂପେ ଗ୍ରହଣ କରାଯାଇ ପାରିବ ନାହିଁ ।

4. e-EPIC ସ୍ୱାର୍ ଦେଶରେ ବୈଧ, ଯେପର୍ଯ୍ୟନ୍ତ ଆପଣ ଭାରତର ଯେକୌଣସି ନିର୍ବାଚନ ମଣ୍ଡଳୀ ପାଇଁ ଭୋଟର ତାଲିକାରେ ପଞ୍ଚିକୃତ ହୋଇଛନ୍ତି ।

5. ପାମାଶିକ ଏବଂ ସ୍ରକ୍ଷିତ QR କୋଡ଼ ରିଡରୁ ବ୍ୟବହାର କରି e-EPIC ଯାଞ୍ଚ କରାଯାଇପାରିବ ।

6. ଏହା ଇଲେକ୍ଟୋନିକ୍ ଭାବରେ ନିର୍ମିତ ଡକ୍ୟୁମେଣ୍ଟ ।

1. e-EPIC is a proof of identity for the purpose of an election.

2. Mere possession of EPIC is no guarantee of name being present in electoral roll. Please check your name in the current electoral roll before every election. Kindly visit www.nvsp.in .

3. Date of birth mentioned in this card shall not be treated as proof of age or date of birth for any purpose other than registration in electoral roll.

4. e-EPIC is valid throughout the country, till you are enrolled in electoral roll for any constituency in India.

5. e-EPIC can be verified using authentic and secure QR code reader application.

6. This is electronically generated document.

(\*) 1950



