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SAN No 1013
18/11/14

भारतीय गैर न्यायिक

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Rs. 100

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ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL



उड़ीसा OR



PRATAP KUMAR DALABEHERA
NOTARY PUBLIC BHUBANESWAR
REGD. NO. ON 46/2009
GOVERNMENT OF ODISHA

Tarini Prasad Mishra
18.11.2014
For Maa Santoshi Engineers Pvt. Ltd.
Pratap Kumar
Notary Public Director

Ltd of
Tarini Prasad Mishra
Affected Adv.

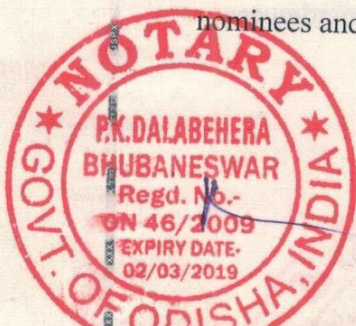
Ltd of
Tapas Kumar
Affected Adv.

JOINT VENTURE AGREEMENT

THIS DEED OF AGREEMENT is made this the 18th day of November, 2014.

BETWEEN

SRI TARINI PRASAD MISHRA, aged about 43 years, son of Late Bhala Chandra Mishra, by caste- Brahmin, by profession-Service, resident of Plot No.882/993,(15), Mahatab Road, Bhubaneswar, P.S.-Lingaraj, Dist.-Khurda, Odisha (hereinafter referred to as "the OWNER" which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, successors, administrators, nominees and assignees) of the "ONE PART".



(1) Pramanta Kumar Nayak
(2)

AND

M/S MAA SANTOSHI ENGINEERS PRIVATE LIMITED, being registered under the Companies Act, 1956, vide Regd. No.U45201OR2010PTC012594/2010-11, Plot No.59/ 2919, Udaygiri Vihar, Patrapada, P.S.-Khandagiri, Bhubaneswar-751 030, Dist.-Khurda, Odisha represented through it's Managing Director, **TAPAS KUMAR**, aged about 31 years, son of Sri Pratap Sen Swain (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, successors, administrators, nominees and assignees) of the "OTHER PART".

WHEREAS, the OWNER has full and exclusive title and possession over ALL THAT the piece and parcel of land in total measuring an area of Ac.0.070 dec. more or less in Plot No.105 appertaining to Khata No.668/315 in Mouza-Bhagabanpur, P.S.-Khandagiri, Bhubaneswar, Dist.-Khurda morefully described in SCHEULE -A of this Agreement and hereinafter referred to as the SCHEDULE LAND AND WHEREAS and there is no claim, liability, lien, charge, encumbrance, attachment, acquisition, requisition, whatsoever and of howsoever nature in respect of the SCHEUDLE LAND.

WHEREAS, the OWNER has got the exclusive title to and possession over the SACHEUDLE LAND through purchase under registered sale Deed No.6038 dated 04.12.2001 of the Khandagiri Registration office from its previous recorded owner and recorded in favour of the OWNER in the Office of the Tahasildar, Bhubaneswar and obtained the R.O.R.

WHEREAS, the OWNER represents to the DEVELOPER that the OWNER has a clear transferable and marketable title free from all encumbrances, that excepting the OWNER nobody else has any right, title and

Tarini Prasad Misra
For Maa Santoshi Engineers Pvt. Ltd.
Tapas Kumar
Managing Director

Prasanta Kumar Nayak
D. Sen



interest in the SCHEDULE LAND that the OWNER is in vacant and peaceful possession of the entirety of the SCHEDULE LAND that there is no legal bar for the OWNER to enter into this Joint Venture Agreement that the OWNER has not entered into any Agreement and/or Memorandum of Understanding with any other person in respect of the SCHEDULE LAND and that the OWNER has not received any notice of acquisition or requisition or vesting in respect of it;

WHEREAS, the DEVELOPER represents before the OWNER and makes him to believe that it is a highly professional and credible Registered Developer carrying on the business of development of properties and construction of multistoried buildings that it has got the expertise, infrastructure and resources for such business-activities and that it can undertake and complete the project of developing the SCHEDULED LAND and constructing Apartment Building on it within the fixed time frame fully at its own cost and share the benefits of the project with the OWNER.

WHEREAS, on believing the representation made by the DEVELOPER the OWNER offers the exclusive right and authority of developing the SCHEDULE LAND and constructing Apartment Building on it to the DEVELOPER.

AND WHEREAS the OWNER hereby authorizes the Developer to develop the Schedule Land and construct apartment Building thereon as per sanctioned building plan on the terms and conditions mentioned hereinafter and in accordance with BDA Regulation 2008.

WHEREAS, being fully satisfied about the title and possession of the Owner in respect of the SCHEEULE LAND, the DEVELOPER accepts the offer by the OWNER and agrees to undertake the work of development of the



Tarini Prasad Mishra
For Maa Sansoshi Engineers Pvt. Ltd.
Tarini Prasad Mishra

Poonam Kumari Nayak

SCHEDULE LAND and construction of Apartment Building on it within the fixed time frame, fully at its own cost in accordance with BDA Regulation 2008.

NOW THEREOFRE the ONWER and the DEVELOPER mutually agree as follows and THIS AGREEMNT WITNESSETH and it is hereby agreed and declared by and between the Parties hereto as follows:

DEFINATION

01. For the purpose of this agreement, the terms set forth in this "definition" clause, when employed in this Agreement either in singular or plural form are defined to mean the following, unless the context otherwise requires.

APARTEMENT or FLAT means a dwelling unit in Apartment building.

APARTMENT BUILDING means the building(s) on the SCHEDULE LAND consisting of Apartments or Flats.

BULDING means any structure or erection or part of a structure or erection, which is intended to be used for residential purpose whether in actual use or not.

COMMON FACILITIES shall mean and include corridors, staircase, straight way, passage ways, road and other facilities whatsoever required for maintenance and/or management of the Apartment building and enjoyment of various portions of the Apartment building as shown in the sanctioned plan.

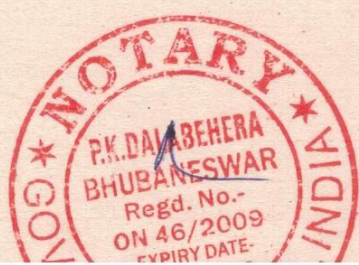
DWELLING UNIT means a used for living purpose and includes a garage, a servant quarter or a guardroom.

FLOOR AREA means the total covered area on all floors. FLOOR AREA shall not include (i) Stilt Floor including parking space, switch room, generator room, society room and information room (ii) electric

Torin Prasad Mishra

For Maa Santoshi Engineers Pvt. Ltd.
Amit Kumar

Prananta Kumar Nayak



cabin or substation, watchman booth, pump house, garbage shaft, space required for location of fire hydrants, electric fittings and water tank, and society room (iii) projections and accessories buildings as specifically exempted from the open space/ setback requirement and (iv) staircase room and lift room above the topmost storey, architectural features, chimneys and elevated tanks.

PARKING SPACE means the space in the Still Floor other than the space set apart for and to be used as switch room, generator room, society room and information room.

PLAN means plan of the proposed Apartment building on the SCHEDULE LAND to be submitted to the Bhubaneswar Development Authority for sanction.

BUILDING PLAN means the plan of the proposed Apartment building on the SCHEDULE LAND SANCTIONED by the Bhubaneswar Development Authority.

PROJECT means development of the SCHEDULE LAND, construction of the proposed Apartment Building on it, complete in all respects and physically providing all utility services, as per the sanctioned building plan and in compliance of the requirements under the relevant provisions of the BDA Regulation, 2008.

REGISTERED ARCHITECT means an Architect registered with the Council of Architecture, who is not in arrears of subscription and who has not been the debarred by the BDA.

REGISTERED DEVELOPER means a builder empanelled/ registered with the Bhubaneswar Development Authority.

Torin Road Metro

For Maa Sanjoshi Engineers Pvt. Ltd.

Jagan Kumar
Managing Director

Souranta Kumar Nayak
D. Das Sen Goswami



STILT FLOOR means a floor supported by pillars with all four sides open to be used for parking, switch room, generator room, society room and information room with minimum height of 2.4 meter.

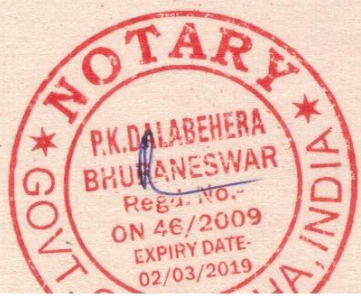
FORCE MAJEURE means any natural calamities and riot, fire earthquake, flood and anything beyond the control of the DEVELOPER and any suit, litigation, proceeding in any Court of Law regarding the OWNER'S title/ possession over the SCHEDULE LAND, and notice or notification or order of the Government either State or Central, the BDA and the Municipal Corporation resulting in delay in construction and obtaining electrical connection and other services such as water supply connection and drainage(if necessary).

OFFER OF RIGHT TO DEVELOP AND ACCEPTANCE OF OFFER.

02. The OWNER hereby grants to the DEVELOPER the exclusive right and authority to develop her SCHEDULE LAND construct such Apartment Building thereon with maximum permissible Floor Area as may be sanctioned by the BDA and other Authorities and to complete the project within the fixed time frame, specified hereunder, fully at its own cost AND the DEVELOPER hereby accepts the said offer by the OWNER and undertakes to develop the SCHEUDLE LAND, construct the Apartment Building and complete the project with in the fixed time frame fully at its own cost with out subjecting the SCHEUDLE LAND to any kind of mortgage/ loan/ likewise liability and to share the constructed Apartment Building and the benefits of the project with the OWNER as per the terms stated herein below.

Tarini Prasad Mishra
For Maa Santoshi Engineers Pvt. Ltd.
Managing Director

Romanta Kumar Nayak



However prospective purchasers of Flats/ Dwelling units under construction or constructed in the Apartment Building on the SCHEDULE LAND can take loan from any Bank/ Financial Institution in respect of the Flats/ Dwelling units, whether under construction or constructed to be purchased by them.

CONSIDERATION

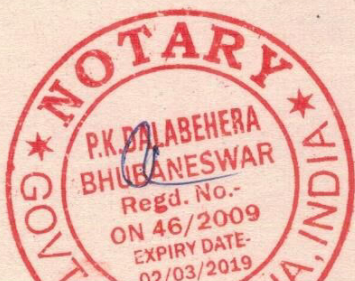
03. In consideration of the DEVELOPER undertaking to develop his SCHEDULE LAND, construct such Apartment Building thereon with maximum permissible Floor Area as may be sanctioned and complete the project within the fixed time frame fully at the DEVELOPER'S own cost the DEVELOPER shall be entitled to and shall get (i) 60% of the sanctioned Floor Area and (ii) 60% of the parking space in the Stilt Floor in the proposed Apartment Building together with proportionate undivided right, title and interest in impartible common parts, common facilities, common amenities, roof etc. and in other common areas both covered and open in the SCHEDULE LAND whereas the balance 40% of the sanctioned and constructed floor area, parking space and proportionate undivided right title and interest in the common areas etc. shall be to the account of the OWNER. This 40% allocation hereinafter for the sake of brevity is referred to as the "OWNER'S ALLOCATION". On completion of construction of the Apartment Building in all respects and the project by the DEVELOPER, possession of the "OWNER'S ALLOCATION" shall automatically go to the OWNER and/or her transferees or assignees or nominees and they shall take over physical possession of the "OWNER'S ALLOCATION" from the DEVELOPER and the DEVELOPER shall handover the possession

Tarun Prasad Naroo

For Maa Santoshi Engineers Pvt. Ltd.

Chiranjeev Kumar
Managing Director

Prasanta Kumar Nayak



of the "OWNER'S ALLOCATION" TO THE owner and his transferee/ assignee/ nominee, as the case may be.

Over and above the entitlement to the aforementioned "OWNER'S ALLOCATION" the OWNER would get a refundable (interest free) sum of Rs.5,00,000/- (Rupees Five Lakh) only from the DEVELOPER as further consideration and the said interest free refundable sum of Rs.5,00,000/- (Rupees Five Lakh) only is paid to the OWNER by the DEVELOPER vide Cheque No.673575 dated 21.11.2014 for the said amount issued by Indusind Bank, Patrapada Branch, Bhubaneswar at the time of signing of this agreement which payment the OWNER hereby admits and acknowledge.

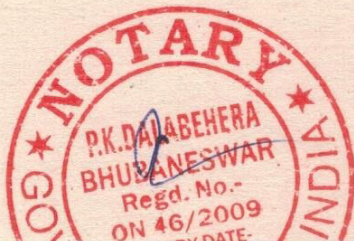
04. In consideration of developing the SCHEDULE LAND constructing such Apartment building thereon with maximum permissible Floor Area as may be sanctioned and completing the project within the fixed time frame fully at its own cost with out subjecting the Schedule Land to any kind of mortgage/loan/ likewise liability, the DEVELOPER will be entitled to and get (i) the remaining 60% of the sanctioned Floor Area and (ii) the remaining 60% of the parking space in the Stilt Floor of the in the proposed Apartment Building to be constructed on the SCHEDULED LAND together with proportionate undivided right, title and interest in impartible common parts, common facilities, common amenities, roof etc. and in other common areas both covered and open in the SCHEDULE LAND which hereinafter for the sake of brevity is referred to as the "DEVELOPER'S ALLOCATION" . On successful completion of the project, the "DEVELOPER'S ALLOCATION" shall become the DEVELOPER'S property.

Torise Prasad Mishra

For Maa Santoshi Engineers Pvt. Ltd.

Managing Director

Prasanta Kumar Nayak



The DEVELOPER is entitled to enter into any agreement for sale and/or transfer and/or deal with the "Developer's Allocation" after sanction of plan. However, the DEVELOPER shall firstly handover possession of the OWNER'S ALLOCATION to the OWNER and thereafter, handover possession of the respective Flats in the DEVELOPER'S ALLOCATION to the respective transferees of the DEVELOPER.

05. All costs starting from preparation of Plan etc. to completion of the project on the SCHEULE LAND and the entire cost of construction of the Apartment building on the SCHEDULE LAND including the OWNER'S ALLOCATION shall be borne and paid by the DEVELOPER. Such costs shall include the cost of all services, amenities, fittings, fixtures and all over heads such as installation of transformer, electricity connection, water supply, sewerage discharge and/or treatment facility, development/ construction of the front side road construction of proper compound wall, fees payable to the Architects, Engineers etc. other fees/ dues, rise in cost of construction and price of materials etc. respect of the constructions etc. The OWNER shall not be required to contribute any amount in that behalf Fees for conversion of the SCHEDULE LAND to "homestead" category, if necessary, shall also be paid by the DEVELOPER.

TIME PERIOD FOR COMPLETIONG THE PROJECT

06. It shall be the full responsibility of the DEVELOPER to finalize and submit the plan to the BDA as quickly as possible for its sanction and to obtain such sanction within three months from the date of this agreement. The DEVELOPER shall complete construction of the Apartment Building and the project and shall deliver possession of the

Tosini Road No. 100

For Maa Santoshi Engineers Pvt. Ltd.

Pooja Juma
Managing Director

Somanta Kumar Nayak



OWNER'S allocation therein to the OWNER or his nominees or assignees within 24 (twenty four) months for the date of sanction of the building plan, subject to "Force Majeure". The fixed times shall be the essence of agreement in this regard.

07. If the DEVELOPER delays completion of the project beyond the above mentioned fixed time period (subject to Force Majeure) and/or fails to deliver possession of the OWNER'S ALLOCATION to the OWNER or his nominees or assignees within this fixed time, the interest free deposit would stand forfeited and in addition, the agreement may be terminated at the option of the OWNER. However the OWNER may grant a further period of six months for completion of the project subject to advance payment of a sum of Rs.5,00,000/- (Rupees Five Lakhs) as compensation for the delay in delivery of possession of the OWNER'S ALLOCATION in the event of non-payment of the said compensation or in the event of the further delay by the DEVELOPER in completion of the project or in delivery possession of the AOWNER'S ALLOCATION to the OWNER or his nominees or assignees beyond this extended time period, the DEVELOPER shall be liable for violation of this agreement.

OWNER'S RIGHTS

08. The OWNER'S ALLOCATION shall be the absolute property of the OWNER who shall be entitled to transfer or convey or assign the Flats therein (including the right to construct) along with proportionate undivided right, title and interest in the impartible common parts, common facilities, common amenities roof etc. and in other common areas both covered and open in the SCHEDULE LAND as the sole and absolute owner thereof.



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For Maa Santoshi Engineers Pvt. Ltd.

Prananta Kumar Nayak

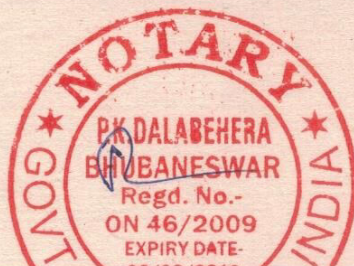
09. The OWNER shall on such transfer/assignment/ nomination if any, intimate the DEVELOPER of it and upon such transfer or assignment or nomination the DEVELOPER shall deliver possession of the respective Flats to such transferee/ assignees/ nominee of the OWNER.
10. In consultation with the OWNER and on mutual discussion with the OWNER or his representative, the DEVELOPER, shall soon prepare the necessary plan acceptable to both the parties for construction of such Apartment building on the SCHEDULE LAND with maximum permissible Floor Area as may be available and/or permissible under the BDA Act and Rules and Regulations of the BDA framed there under and/or other applicable laws for the time being in force through Registered Architect.
11. The DEVELOPER shall as quickly as possible, submit the plan as finalized by the Parties through mutual discussion between them to the BDA and other Appropriate Authorities for its early sanction.
12. Upon sanction of the Plan with regard to the proposed Apartment Building by the BDA and other Authorities if any, the OWNER and DEVELOPER would mutually decided, demarcate and allocate proposed Flats and car parking space as per the Building Plan to their respective allocations along with the adjustment of area in a fair, reasonable and equitable manner under appropriate documentation. However preference shall be given to the choice of the OWNER. Such allocation of the proposed Flats and car parking space to the Parties' respective allocations shall be appropriately documented.
13. If upon demarcation of proposed Flats and car parking space as per the sanctioned Building Plan to the allocated to the respective Allocations of

Tamire Road, Mumbai

For Maa Santoshi Engineers Pvt. Ltd.

Poojanta Kulkarni
Managing Director

Poojanta Kulkarni Nayak



the Parties it is found that Floor Area physically available to the respective parties does not conform to the OWNER'S and the DEVELOPER'S ALLOCATION, either Party will have the option to sell to or purchase from the other Party the Floor Area exceeding their respective ratios at the rate to be mutually agreed upon together with the proportionate and undivided right, title and interest in the SCHEUDLE LAND.

14. In the event of requirement of excess Floor Area over and above the OWNER'S ALLOCATION for the flats specially designed and/or chosen for the OWNER, he shall have the option to purchase from the DEVELOPER the said excess Floor Area at the rate to be mutually agreed upon.
15. Upon such Building Plan being sanctioned by the BDA and other Appropriate Authorities, the Developer shall construct the Apartment building on the SCHEUDLE LAND strictly in accordance with the said sanctioned Building Plan and technical, engineering, architectural and structural drawings, designs and specifications and shall physically provide all internal and external (utility) services, amenities, fixtures and fittings as per the specifications mentioned in SCHEDULE-B hereunder and complete the project fully at its own cost and within the fixed time in adherence to the BDA Regulation, 2008 The DEVELOPER shall ensure the standard quality of construction and it shall be liable in all respects for any shortcoming in the quality of construction. Specifications for both the OWNER'S ALLOCATION and the DEVELOPER'S ALLOCATION shall be same identical and uniform.

Toni - Krasu Motor

For Maa Santoshi Engineers Pvt. Ltd.

Pooja Kumar
Managing Director

Romanda Kumar Nayak



16. The materials to be used in construction shall be of good quality and no sub-standard or defective material shall be used by the DEVELOPER. All standard services and amenities shall be provided in the Apartment Building. The OWNER may opt/ask for any additional or better quality of facilities/ workmanship/ materials in the OWNER'S ALLOCATION, but the additional expenses for the same shall be borne by the OWNER.

17. The DEVELOPER shall be solely and fully responsible for any deviation or unauthorized construction or any accident or mishap in the SCHEDULE LAND during the construction period and in no such event the OWNER shall be liable in respect thereof. The DEVELOPER shall indemnify and keep the OWNER indemnified against all losses, claims or liabilities. If any, arising out of such deviation or unauthorized construction or accident or mishap.

18. The DEVELOPER shall take all measures at its own cost from the date of delivery of possession of the SCHEDULE LAND to it by the OWNER for protecting it, the constructions thereon and all fixtures and fittings in it till completion of the project and delivery of physical possession of the respective ALLOCATIONS therein to the respective parties. The DEVELOPER shall be solely liable for any loss or damage to the SCHEDULE LAND or the Apartment Building or the fittings and fixtures therein for any reason whatsoever till physical possession of the respective ALLOCATIONS are handed over to the respective parties.

19. If the DEVELOPER delays completion of the project beyond the above mentioned fixed time period, then the OWNER shall have the rights specified in clause 7 above and in the event the DEVELOPER becomes liable for violation of the agreement as mentioned in clause 7, the OWNER shall take over

Tarun Prasad Motora

For Maa Santoshi Engineers Pvt. Ltd.

Managing Director

Prasanta Kumar Nayak



possession of the SCHEDULED LAND and the project at the site (as is where is) and construct and complete the same through any contractor.

The expenses for constructing and completing the remaining works of the project shall be borne and paid by the DEVELOPER or its assignees, nominees and proposed transferees on demanded by the OWNER and if it is not paid by them their right and entitlement to the respective Flats/ dwelling units shall stand automatically forfeited and the said amount of expenses shall be raised by selling the DEVELOPER'S ALLOCATION or the respective Flats/ Dwelling units therein or a part of it as found necessary by the OWNER and the said amount of expenses shall be appropriated by the OWNER out of the sale proceeds.

The amount declared by the OWNER as the expenses for completing the remaining works of the project shall be final and binding on the DEVELOPER and the OWNER'S declaration in this regard can not be disputed by the DEVELOPER or its assignees, nominees and proposed transferees.

20. The DEVELOPER shall pay the arrear land rents and taxes, if any and also all present and future rents and taxes, including municipal taxes, in respect of the SCHEDULED LAND till delivery of possession of the Dwelling Units/Flats to the respective parties, where-after it shall be the responsibility of the respective Flat owners and/or the Society constituted by them to pay the said taxes and rents.

21. In the event of permission by the BDA and /or Appropriate Authorities for raising additional stories/floors, the same shall be constructed by the DEVELOPER at its own cost and the said additional Floor Area shall be shared by the OWNER and the DEVELOPER in the ratio of 40% and 60% respectively.



True Paid note

For Maa Saptoshi Engineers Pvt. Ltd.

Managing Director

Somanta Kumar Nayak
Pradeep Sen Saran

22. The DEVELOER shall not transfer the exclusive right and authority to develop the SCHEDULE LAND and construct Apartment Building thereon granted to it by the OWNER to any third party and transfer of such right and authority, if made shall be void and shall not confer any right to the third party/transferee.

23. The DEVELOPER shall inform the OWNER in advance details like names and address of its proposed transferees/ /assignees of the Flats/Dwelling Units/ Parking Space in the DEVELOPER'S ALLOCATION.

24. In the event of violation or termination of the agreement or any of its terms or abandonment of construction of the project by the DEVELOPER, the OWNER shall take over possession of the SCHEDULE LAND and the project at the site (as where is) besides being entitled to other appropriate remedial measures as deemed necessary by the OWNER.

DEVELOPER'S RIGHTS

25 On construction of the Apartment Building and completion of the project in all respects as per the BDA Rules 2008, the DEVELOPER'S ALLOCATION shall become the absolute property of the DEVELOPER and only thereupon the DEVELOPER shall be entitled to transfer or dispose of or assign/ nominate the Flats/ Dwelling Units in the DEVELOPER'S ALLOCATION along with proportionate undivided right, title and interest in the impartible common parts, common facilities, common amenities, roof etc. and in other common areas both covered and open in the SCHEDULE LAND as the sole and absolute owner thereof to any person.

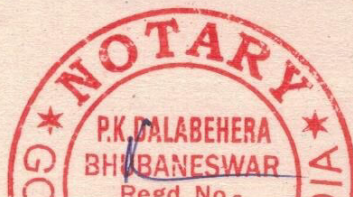
26. However in anticipation of construction of the Apartment Building and completion of the project in all respects, as per the BDA Rules 2008, the DEVELOPER may enter into Agreements for sale or transfer of the Flats/

Torini Prasad Mishra

For Maa Santoshi Engineers Pvt. Ltd.

Torini Prasad Mishra
Managing Director

Prasanta Kumar Nayak



Dwelling Units/ Parking Space in the DEVELOPER'S ALLOCATION along with proportionate undivided right, title and interest in the impartible common parts, common facilities, common amenities roof etc. and in other common areas both covered and open in the SCHEDULE LAND to any person and to receive advance and consideration under the respective agreements and to execute agreements and relevant documents and deeds in favour of the prospective purchasers may be required from time to time.

27. To effect/ facilitate transfer of the Flats/ Dwelling Units/ parking Space in the DEVELOPER'S ALLOCATION on completion of the project in favour of its prospective purchasers by the DEVELOPER, the OWNER shall sign and/or execute, if necessary along with the DEVELOLER such deeds of transfer and relevant documents as may be required in favour of the prospective purchasers or transferees. The OWNER will sign and/or execute as a Confirming Party wherever required so that there would be complete transfer of title to the prospective Purchaser.

28. The OWENR shall sign and execute such map, plan and other papers as may be required to enable the DEVELOPER to obtain sanction of the Plan and other permissions and approvals from the BDA and other Authorities as may be necessary or required from time to time.

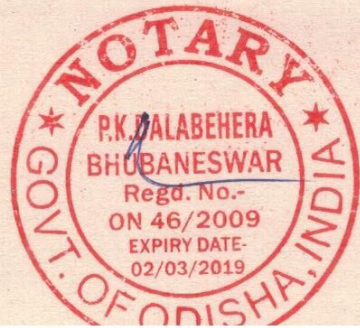
29. The DEVELOLER shall be entitled to modify or alter the sanctioned Building Plan to such extent as the DEVELOPER may consider necessary, if the BDA and other authorities approve such modification or alteration and in the event of the DEVELOLER shall bear all costs, charges, expenses and fees in respect of the modification and alteration in construction of the Apartment Building.

Tarini Prasad Mishra

For Maa Saitoshi Engineers Pvt. Ltd.

Apo Jyoti
Managing Director

Pransanta Kumar Nayak



However, the OWNER shall be entitled to his share of 40% in the altered and modified provisions.

30. The OWNER shall not lease out or let out or part with the SCHEDULE LAND or any portion thereof or allow any other person(s) to occupy or possess or deal with it or any portion thereof either as a lessee/ tenant or otherwise in any manner whatsoever during the subsistence of this Agreement.

31. Simultaneously with execution of this agreement the OWNER shall (i) hand over possession of the SCHEDULE LAND to the DEVELOPER and (ii) execute and register in favour of the DEVELOPER and /or its nominee a General Power of Attorney if required by the DEVELOPER for the purpose of (a) holding, protecting and maintaining the SCHEDULE LAND (b) appointing architects, consultants and contractors, (c) preparing Plan and signing it for sanction by the appropriate Authorities, (d) applying for and obtaining sanction of the Plan, (e) applying for and obtaining temporary or permanent connection of water, electricity, telephone, sewerage, drainage and other inputs and facilities to the SCHEDULE LAND required for construction and enjoyment of the Apartment Building and (f) signing in and executing deeds of transfer of the Flat in the DEVELOPER'S ALLOCATION to the DEVELOPER'S proposed transferees on behalf of the OWNER along with the DEVELOPER itself as may be necessary. However the Power of Attorney shall automatically stand withdrawn or shall become automatically invalid with violation of this agreement by the DEVELOPER or with termination of the agreement.

32. The OWNER shall not interfere or interrupt or concern himself in any manner in the technical, engineering, architectural or structural drawings or plans or specifications in respect of construction of the apartment Building and

Torise Prasad Mishra

For Maa Sansoshi Engineers Pvt. Ltd.

Manoj Kumar
Managing Director

Prasanta Kumar Nayak

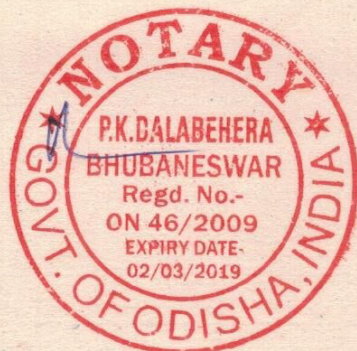


completion of the project and in this regard the decision of the DEVELOPER shall be final conclusive and binding.

However the OWNER shall have the right to inspect the quality and progress of construction and the materials used/ to be used in it and on noticing any defect/ deficiency/ shortcoming in the same to inform of it to the DEVELOPER, so that shall be rectified by the DEVELOPER.

33. In the event of the DEVELOPER being prevented from constructing or completing the construction of the Apartment Building on the SCHEDULED LAND due to Force Majeure, time for completing the construction/ project and delivering possession of the respective ALLOCATIONS shall be extended as per the actual necessity.

34. From the date of possession of the OWNER'S ALLOCATION by the OWNER and/or his transferees nominees, the OWNER shall be responsible to bear and pay on demand to the DEVELOPER the proportionate service charges for the maintenance and common facilities in the Apartment building payable in respect of the OWNER'S ALLOCATION. The said charges to include proportionate share of premium for the insurance of the building (if any), water, servicing charges and taxes, light, sanitary, maintenance, operation, repair and renewal charges and management of the common facilities, renovation, replacement, repair and renewal of all common wiring pipes, electrical and mechanical equipments, switch gear, transformer, generator, pump, moto, lift and other electrical and mechanical installations, appliances and equipment, stairways, corridors passage ways, park-ways and other common facilities whatsoever as to be mutually agreed upon between the parties hereto from time to time. If any additional maintenance or repairs is required the OWNER and/or the persons in occupation of OWNER'S ALLOCATION shall be exclusively



Tarini Prasad Mishra

For Maa Santoshi Engineers Pvt. Ltd.

19/03/2019

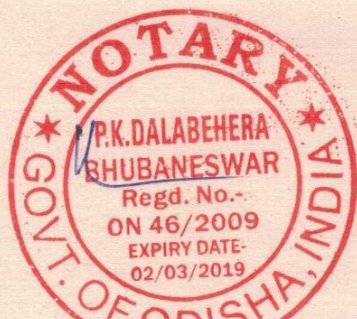
Somant Kumar Nayak

liable to pay the additional maintenance and/or repair charges as the case may be.

35. In case the OWNER violates any of the terms and conditions as stated herein to be observed and performed by the OWNER under this Agreement, the DEVELOPER may at his option demand/ recover from the OWNER all costs incurred for construction so made in the meantime and together with interest and the DEVELOPER will have lien and/or charge over the Scheduled Land and building thereon. The details of the expenses given by the DEVELOPER as per their books of account will be accepted as valid and final and will not be subjected to any dispute by the OWNER. In the event of non-performance of this agreement or the relevant conditions thereof by the OWNER, the DEVELOPER may at its option sue the OWNER to enforce specific performance of this Agreement as provided by law. The amount referred to above in case of any dispute may also be determined by the Arbitrator to be appointed by the parties hereto and the Award of the Arbitrator shall be final and binding on the parties hereto.

ARBITRATION

36. All disputes and differences between the parties hereto arising out of this Agreement regarding the construction or interpretation of any of the terms and conditions herein contained or regarding determination of any liability or touching these presents shall be referred to Sole Arbitrator if both the Parties shall agree on his selection and in the event of disagreement between the Parties on selection of the sole Arbitrator the same shall be referred to three Arbitrators, one to be appointed by the OWNER, the second to be appointed by the DEVELOPER and the third or the umpire to be appointed by the said two Arbitrators and same shall be deemed to be a reference within the meaning of



For Maa Santoshi Engineers Pvt. Ltd.

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Samanta Kumar Nayak

Arbitration and Conciliation Act, 1996 or any statutory enactment replacing and/or amending its provisions and the Award given by such Arbitrator(s) shall be binding and conclusive on the Parties hereto. The venue/place of arbitration shall be Bhubaneswar.

SCHEDULE OF PROPERTY

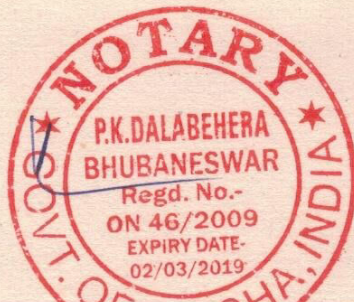
Govt. of Odisha, Khewat No.1, Dist.-Khurda, P.S.-Khandagiri, P.S. No.9, Sub-Registrar- Khandagiri, Mouza- Bhagabanpur, Stitiban Khata No.668/129 corresponding to Mutation Khata No.668/315 (Six hundred sixty eight by three hundred fifteen), Plot No.105 (One hundred five), Kism-Gharabari, Area Ac.0.070 dec. (Full Plot), Rent Rs.1.98 Paisa.

Bounded by- North and South- Road
East- Plot No.106, West- Plot No.104

IN WITNESS/ADMISSION WHEREOF the Parties hereto set and subscribe their respective hands and seals on this the 17th day of November, 2014 in presence of following witnesses, in sound mind and under free will with full understanding and knowledge of the contents and on admitting the contents to be true and correct.

SIGNED SEALED & DELIVERED by the OWNER at _____

SIGNED SEALED & DELIVERED by the DEVELOPER at _____



Tanvi Prasad Mishra

For Maa Santoshi Engineers Pvt. Ltd.
Tanvi Prasad Mishra

Purnanta Kumar Nayak

WITNESSES:

We the following witnesses sign in this Deed in witness and attestation of the execution of this Deed of Joint Venture Agreement by the OWNER and the DEVELOPER this day the 18th day of November, 2014 at Bhubaneswar in our presence.

1. Name & Address

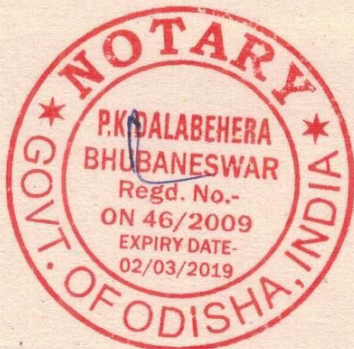
Poornanta Kumar Nayak Signature Tarini Prasad Mishra
c/o Bishwanath Nayak 18/11/2014
Baidyanath Sali,
Old Town, Bhubaneswar-2

2. Name & Address

Pratap Sen Swain Signature
VSP - Trilochan Swain For Maa Santoshi Engineers Pvt. Ltd.
Vill - Alanda. Managing Director
PO - Kamanjames
PS - Nimapane. 18/11/2014
Dist - Puri (ODISSA)

Prepared by me
as per the instruction
of the executant.

18.11.2014
N.C. Pattanajik
Advocate BBR



Pratap Kumar Dalabehera
NOTARY PUBLIC BHUBANESWAR
REGD. NO. ON 46/2009
GOVERNMENT OF ODISHA