

INDIA NON JUDICIAL Government of Odisha

e-Stamp

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.)

IN-OD05485233052494V

03-Feb-2023 02:05 PM

SHCIL (FI)/ odshcil01/ BERHAMPUR/ OD-GJM

SUBIN-ODODSHCIL0107604725126103V

SUBHADRA RATH

Article IA-5(2) Agreement

MOUZA-PATHARA

89,05,000

(Eighty Nine Lakh Five Thousand only)

SUBHADRA RATH

NANDIGHOSH ESTATES PRIVATE LIMITED

SUBHADRA RATH

1.78.100

(One Lakh Seventy Eight Thousand One Hundred only)

--Please write or type below this line-----

Sulphadoa Rath.



Berhampur-

0004829512



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.

gubhadra Rath.

MENATURE OF PURCHASER



Sub-Registral Berhampur-I

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Government of Odisha

INDIA NON JUDICIAL

e-Stamp

Base Certificate No.

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.)

IN-OD05485233052494V

IN-OD05491118208513V

04-Feb-2023 12:45 PM

SHCIL (FI)/ odshcil01/ BERHAMPUR/ OD-GJM

SUBIN-ODODSHCIL0107613470874748V

SUBHADRA RATH

Article IA-5(2) Agreement

MOUZA-PATHARA

89.05.000

(Eighty Nine Lakh Five Thousand only)

SUBHADRA RATH

NANDIGHOSH ESTATES PRIVATE LIMITED

SUBHADRA RATH

27,400

(Twenty Seven Thousand Four Hundred only)

Please write or type below this line --

0004829869



SIGNATURE OF PURCHASER



Sub-Registral Berhampur-I





DEVELOPMENT AGREEMENT

1) This development agreement is executed on this **26th January 2023**, at Berhampur in between **DR. SUBHADRA RATH**, Aged about 75 years, W/o. Sri Rama Chandra Rath, Brahmin by caste, Retired Mathematics professor from Berhampur University, Aadhar No.491197505770, Pan No.ABGPR7847H, Residing at Digmurty Street, Berhampur, Po: Berhampur, Ps: Berhampur town, in the District of Ganjam, Odisha, Pin – 760001, Ph. No.9861176555.

Hereinafter referred to as the "Landowner/First Party" which expression shall unless repugnant to the subject or context shall mean and include her heirs, successors, transferees, legal representatives, executors, administrators and assigns of the One part.

Subhadra Rath.

Dr. Subhadra Rath

For Nandighosh Estates Pvt. Itd

Director.

Presented ton registration at the privat residency of Dre. Subhadna Rath, Wo - Rama Chandra Rath, At- Digamunty Street, Po - Benhampun, Ps. Benhampuntown between the hour's of 03ed day of feb - 2023, by Dr. Subhadna Rath Wlo - Rama Chandra Rath, retired mathemetics prottesson by prottessonal by executant,

Rogestinding Office

Subhadra Rah.

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Registering officer

Execution is made by above

Dr. Subhadna Rath

Wlo. Rama Ch. Rath

At. Digamunty street

Benhampun,

Sander ku. Pattnaik Sto-Pratap Ch. Pattnaik At - Radha krishna street (Pam)

And

Nandighosh Estates Private Limited, a Private Limited Company incorporated under the Indian Companies Act, 1956 vide certificate of incorporation No.15-05117, Dt.01.12.1997 issued by the Registrar of Companies, Orissa, Cuttack having its Principal Office at Gandhi Nagar, Main Road, Berhampur, Dist. Ganjam (Orissa) represented by its Director – Sri Krushna Chandra Sahani, aged about 59 years, Son of Late Kamaraju Sahani, Aadhar No.532765383397, Dalua by Caste, Residing at Gangadhar Nagar, Berhampur, PO: Berhampur, PS: Bada Bazar, Dist. Ganjam, Odisha, Pin – 760001, Ph. No.9439422222.

Hereinafter referred to as the "Builder/Developer/Promoter/Second party", which expression shall unless repugnant to the subject or context shall mean and include its successors, legal representatives, executors, administrators and assigns of the Other part.

2) NATURE OF THE DOCUMENT:

Agreement for development of the schedule land morefully described below by way of sub-division of plots (Residential layout) belongs to the first party as approved by the Berhampur Development Authority vide its permission No.808, dtd.18/07/2022.

Whereas, the property morefully described in the schedule hereto is the self acquired property of the first part which she has purchased through three Nos. of registered sale deed bearing Nos.3495/1997, dtd.03.06.1997, duly recorded in book No.1, volume No.2008, from pages 1 to 28 of the office of the Sub-Registrar, Berhampur town, registered sale deed bearing No.5760/1997, dtd.02.12.1997, duly recorded in book No.1, volume No.2065, from pages 241 to 254 of the office of the Sub-Registrar, Berhampur town and registered sale deed bearing No.999/1998, dtd.04.04.1998, duly recorded in book No.1, volume No.2107, from pages 53 to 92 of the office of the Sub-Registrar, Berhampur town . The present R.O.R. stands recorded in the name of the first party which was duly mutated by the Tahasildar under khata No.849/1372 vide misc. case No.18/13 & C.R.P. No.173/12, under khata No.849/1377 vide misc. case No.23/13 & C.R.P. No.178/12, under khata No.849/1373 vide misc. case No.20/13 & C.R.P. No.175/12, under khata No.849/1373 vide misc. case No.19/13 & C.R.P. No.174/12 and under khata No.849/1378 vide misc. case No.24/13 & C.R.P. No.179/12.

Subhadra Rath.

Dr. Subhadra Rath

For Nandighosh Estates Pvt.ltd

Director.



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)-205500 ,, User Charges-625 ,Total 206125

Date: 04/02/2023

Signature of Registering officer

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 04/02/2023 by SUBHADRA RATH, son/daughter/wife of RAMA CHANDRA RATH, of DIGAMURTY STREET, POBERHAMPUR, PS-BERHAMPUR TOWN, by caste General, profession Others and finger prints affixed.

Signature of Presenter / Date: 04/02/2023

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by:

Name	Photo	Thumb Impression	Signature .	Date of Admission of Execution	
SUBHADRA RATH		-			

NANDIGHOSH ESTATES PVT LTD REPRESENTED BY ITS DIRECTOR KRUSHNA CHANDRA SAHANI





04-Feb-2023

Identified by SANDEEP KUMAR PATNAIK Son/Wife of PRATAP CH. PATNAIK of RADHA KRISHNASTREET, BERHAMPUR by profession Others

Name	Photo	Thumb Impression	Signature / D/	Date of Admission of Execution
SANDEEP KUMAR PATNAIK		42660491	5 degum prim	04-Feb-2023

Date: 04/02/2023

Sut Registra Signature of Registering officer

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: 16

Document Number : 10612300769

For the year : 2023

Seal :

Date: 04/02/2023

Signature of Registering officer

Whereas, the 1st part offered the 2nd part in respect of development of the schedule lands by making it into sub-division of plots at a large extent. The offer made and acceptance thereof by the parties namely the landowner and the promoter having crystallized & concluded into a contract, a memorandum of understanding had been executed by and between the parties on dtd.7th May 2019 be that as it may, the essential terms and conditions as well as the incidents of the progress of transaction has been agreed upon and settled by and between both parts. The recital of the aforesaid memorandum describe that the 2nd part shall develop the land at its own cost, expenses, efforts and responsibilities by making it into sub-division of plots with the agreed consideration. By virtue of the aforesaid negotiation, the 2nd party prepared the layout plan in accordance with the zonal plans in force for the said area, develop the 30' width WBM road, constructed the pucca drain on both side of the road and has performed and discharged its reciprocal obligations at its own cost, expenses, efforts and responsibilities.

Whereas, as agreed with the landcwner, the 2nd part prepared the layout plan over part of the schedule land described in schedule below which contains 35 (fifteen) Nos. of sub-plots. The sub-plot No. 15 of the approved layout plan was gifted to the BeDA vide registered Doc.No 10512203929, dtd.21/06/2022 for the purpose of open space and the land over which the WBM Road laid down gifted to the BDO, Rangeilunda Block vide registered Doc.No.10612203902, dtd.21/06/2022 of the office of the Sub-Registrar, Berhampur-1.

Whereas, the Planning Member, Berhampur Development Authority after causing due and appropriate enquiry as enjoined U/S.16 (3) of the O.D.A. act has approved the residential layout plan (Sub-division of plots) vide permission Letter No.808/BeDA, dtd.18/07/2022.

Whereas, the deal between both parties made on 7th May 2019 with an arrangement of mutual understanding and hence, this development agreement executed by both parts to avoid any future complication with several terms and conditions have been mutually agreed upon by and between both the parties. The terms so agreed upon are reduced to writing and enumerated in this agreement, which are as follows:

Sulhadra Rath.

Dr. Subhadra Rath

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Sub-Registral Eerhampur-I

- 1. The second party has paid to the first party a sum of Rs.1,00,000/- (Rupees One lakh only) as a refundable interest free security deposit vide cheque No.651359, dtd.07/05/2019 drawn at State Bank of India, SME Branch, Berhampur. The first party herein acknowledges receipt of the same.
- 2. As agreed, the 2nd part get prepared the layout plans after substantial development of the land, road, drain and deposited all the statutory fees of different concerns and get approved the layout plans from the competent Authority (BeDA) vide its permission No.808, dtd.18/07/2022 at its own cost, expenses, efforts and responsibilities of the 2nd part.
- 3. Further, the 2nd part has to comply all the terms and conditions imposed by the approval authority in its permission letters at its cost and responsibilities.
- 4. That, both parties hereto above have mutually and unanimously decided and allotted amongst themselves that the approved layout plot Nos.1, 2, 3, 4, 5, 6, 7 & 8 which are approved by BeDA vide its letter No.808, dtd.18/07/2022 shall allocated towards the landowner's share and the approved layout plot Nos. 9, 10, 11, 12, 13 & 14 are the share of the Promoter (2nd party).

Nos. 7, 10, 11, 12, 13 & 14 die me share of me fromore.										
Land owner's share										
Approval letter No.	Dimension of the plots									
808, 18/07/2022	38'.00" x 52'.6"									
808, 18/07/2022	38'.00" x 52'.6"									
808, 18/07/2022	38'.00" x 52'.6"									
808, 18/07/2022	38'.00" x 52'.6"									
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808, 18/07/2022	38'.00" x 52'.6"									
808, 18/07/2022	38'.00" x 52'.6"									
808, 18/07/2022	50'.00" x 52'.6"									
Promoter's share	e									
Approval letter No.	Dimension of the plots									
808, 18/07/2022	41'.6" x 52'.6"									
808, 18/07/2022	38'.00" x 52'.6"									
808, 18/07/2022	38'.00" x 52'.6"									
808, 18/07/2022	38'.00" x 52'.6"									
808, 18/07/2022	38'.00" x 52'.6"									
808, 18/07/2022	58'.6" x 52'.6"									
	Land owner's sha Approval letter No. 808, 18/07/2022 808, 18/07/2022 808, 18/07/2022 808, 18/07/2022 808, 18/07/2022 808, 18/07/2022 808, 18/07/2022 808, 18/07/2022 Promoter's share Approval letter No. 808, 18/07/2022 808, 18/07/2022 808, 18/07/2022 808, 18/07/2022 808, 18/07/2022									

Subhadra Rath.

For Nandighosh Estates Pvt.ltd Osly clos Salj'



Sub-Registrar Berhampur-I

- 5. The first part has agreed to execute a Power of Attorney constituting and appointing the developer (2nd part) as her true and lawful attorney to deal with/sale the developer's share only as per the terms and conditions to be decided by the developer.
- 6. That the first part shall have no right, interest or claim whatsoever in the sale proceed thereof realized by second part regarding his aforementioned allocated share.
- 7. That incase of any further construction of super structure over the approved layout plots, the necessary approval shall be obtain by the 2nd part at its own cost, effort and expenses but in the name of the 1st part. The approval that to be obtained against each individual/independent plot only and maintain equal and identical size, design and specification for each and every units including the amenities provided thereon etc.
- 8. The entire construction of the all the units over the scheduled land shall be constructed by the second party in accordance to the plan approved/sanctioned at its cost and first party need not pass the said construction cost to the second party.
- 9. That both parts have unanimously agreed that, in case any prospective purchaser intends to purchase the plot alongwith a house, the appropriate sale proceeds thereof shall be received by both parts according to their respective share without any reference to each others.
- 10. That the first part is entitled to sell her allocated share to any intending purchasers and shall be entitled to receive the appropriate sale consideration amount of such units.
- 11. That the intending purchasers of units allocated to first party and second party of the layout shall enjoy the common facilities and amenities, road, passages, park with equal rights.
- 12. That, the first part shall pay extra amount for installation of electric transformer, sub-station, cabling, and street light for external electrification to the complex proportionately for her share specified and allocated. Further the First party shall have to install her own electrical meter and avail individual electrical connection after deposit of the security and service charges etc. as

Sulhadra Rath.

For Nandighosh Estates Pvt. Itd

Ocolor Clos Saly

Director.

Dr. Subhadra Rath





per the rules / guidelines fixed by the distribution agency for her specified and allocated share (units).

- 13. The 1st part hereby gave authorization and permission to the 2nd part to enter upon the schedule land with full right and authority with man and material to commence carry on and complete development and construction thereon.
- 14. The 1st part owner has not entered into any sale agreement or development agreement in respect of the scheduled property thereof and has not created any adverse right in respect of the said property.
- 15. That the first part shall be indemnified by the second part from against all actions, suits, fines, fees and all other costs of damage suffered by the second part relating to the said land till the date of execution of agreement.
- 16. The 2nd party shall keep the 1st party fully indemnified against and harmless from all losses and damages cost, charges, expenses claims or the proceeding in relation to the scheduled land development thereof construction, completion, occupation and sale of units or the violation of any law or rules or regulations or due to accident, mishap and other calamities, malicious damage, riots, thefts, burglary, fine, death or injury to any worker or person who is engaged in the construction site from its own resource.
- 17. In the event of the second part paying any refundable deposit to any Government institution or Local Authority, the second part itself shall be entitled to obtain such refunds. The first part shall sign on such papers as may be necessary in that regard, if the signature of the first part required.
- 18. The first part shall at the request of the second part after fully satisfying herself make such applications or plans or revised plans or estimates as are required to be filed before the component authority from time to time. It is expressly understood between the parties here to the processing of such plans shall be the responsibility of the second part who shall pay all the expenses in this regard.
- 19. The 1st part hereby gave authorization and permission to the 2nd part to sign all documents for mortgage of the land/units of the promoter's share with any Nationalised Bank or Financial Institutions or any organisations for obtaining loan by the prospective purchasers or itself.

Sulhadra Rath.

For Nandighosh Estates Pvt. Itd

Dr. Subhadra Rath





20. Sales Tax, Service Tax, GST or Income Tax regarding construction only (not on capital gains of first party) if payable, shall be borne by both parties for their shares respectively.

SCHEDULE OF THE PROPERTY

As per present ROR stands in the name of the 1st party:

- Land measuring Ac.0.228 dec (Gharabari) out of Ac.0.343 dec. covered by Revenue plot No.170/4372 of khata No.849/1372.
- Land measuring Ac.0.142 dec (Gharabari) out of Ac.0.167 dec covered by ii. Revenue plot No.173 (Gharabari) of khata No.849/1377.
- Land measuring Ac.0.050 dec (Gharabari) out of Ac.0.088 dec covered by iii. Revenue plot No.171/4373/5795 (Gharabari) of khata No.849/1374.
- Land measuring Ac.0.140 dec (Gharabari) out of Ac.0.214 dec covered by iv. Revenue plot No. 169/5807 (Gharabari) of khata No. 849/1373. And
- Land measuring Ac.0.125 dec (Gharabari) out of Ac.0.172 dec. covered by Revenue plot No.177/5808 (Gharabari) of khata No.849/1378.

Total Ac.0.685 dec. (Gharabari) of mouza - Pathara, under Kanishi Tahasil, Gopalpur Police Station within the registration of the Sub-Registrar, Berhampur -I, Dist. Ganjam. The terms and conditions of this agreement shall be binding to the present parties as well as their successors.

IN WITNESSES WHEREOF, the parties have here unto put, set and subscribe their respective hands and seal on the date, month and year first above written after understanding the contents thereof.

Sulhadra Rath.

Dr. Subhadra Rath

Party of the 1st part

For Nandighosh Estates Pvt.Itd

Osla Clos Salj'

Party of the 2nd part.

Witness:

1. Sandeep Kumar Pathaiw. 8/0. Sri Preutap ch Pathaiw Radha Krishna Street Bernampur 8763581144 2. Jaganath Mohal, 30 Knuthra ch. Mohen). Tulari Nagar, 8, Bergambur.

Drafted by: Simanchal Panigrahi, Molate Premananda Ponigrahi Siddharthnagar- 3rd lane, Berhampur, Gajam Ph. No. 9437186455.



Sun pegistral Berhampur-l



Back



Registered Deed Postal Fee Receipt

Duplicate Receipt

Date

Name

Application Id.

Head of item

Registered Deed Delivery Fee

Registered Deed Postal Address

Date:04-02-2023

04-Feb-2023

. NANDIGHOSH ESTATES PVT LTD REPRESENTED BY

DIRECTOR KRUSHNA CHANDRA SAHANI

:

Postal Fee For Delivery of Registered Deed

60 (Sixty rupees only)

S/O LATE KAMARAJU SAHAM, GANGADHAR NAGAR, PO-BERHAMPUR, PS-BADA BAZAR

Signature and Stamp of Registering Officer

Berhampur-I



Receipt For Visitor Information

FORM No.20.Original

Receipt for fees and travelling allowance under Section 31 for attendance at a private residence.

Visit application No. 612300003

03-02-2023

Rs.

Received from.

SUBHADRA RATH

At

W/O- RAMA CHANDRA RATH, DIGAMURTY STREET, BERHAMPUR

Travelling allowance

At

W/O- RAMA CHANDRA RATH, DIGAMURTY STREET, BERHAMPUR

Total

100

(One hundred rupees only)

Date 03-02-2023

Registering Officer



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