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INSTRUMENT NOTARISED

Vol. II ..SI. No. 926 Date...10 AUG 2020



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurdha
Regd. No.-7791/2009
Mob:- 9861005174

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Swesh Chandra Mishra

Rujem Kumar Nayau

Swesh Chandra Mishra

M/s. Laxmi Infra Venture (P) Ltd.
Rujem Kumar Nayau
Managing Director

AGREEMENT FOR DEVELOPMENT OF LAND

THIS DEED OF AGREEMENT for Development is made on this 10th day of August, 2020 at Bhubaneswar, Odisha.

Between

SRI SURESH CHANDRA MISHRA aged about 58 years, S/o Sri Narayan Mishra, resident of At- 17/18, Kokila Garden, Phase -1, Pokhariput, Bhubaneswar - 751 020, Dist-Khurdha State-Odisha by Profession-Service, by caste- Brahmin, having PAN No:- AERPM5562Q, Adhar No:-7748 1378 1947, Mob:-



Mr. Deepak K. Panda
Mr. Sanjay Kumar Saha

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DISTRICT TREASURY
KHURDA, BHUBANESWAR
16 JUL 2020
ADDL. TREASURY OFFICER

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M/s. Laxmi Infra Venture (P) Ltd.
Rajesh Kumar Nayam
Managing Director

B.K. PANDA
STAMP VENDER
SHUBANESWAR

Managing Director

M/s. Laxmi Infra Venture (P) Ltd.

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9437237473 (Hereinafter called as **Land Owner/First Party** which expression unless excluded by or repugnant to the subject or context shall deem to mean and include his legal heirs, representatives, successors, administrators, executors, agents and assigns) hereinafter called the **owner** of the **FIRST PART**.

AND

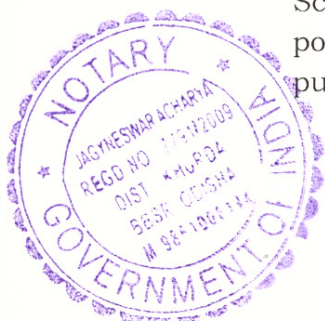
M/s LAXMI INFRA VENTURE (P) LTD. a company incorporate under the Companies Act, 1956 having it's Regd. Office at Plot No-315, Po/Ps-Saheednagar, Bhubaneswar, Dist-Khurda, having CIN-U70101OR2011PTC013564 & company Pan No-AACCL0256A represented by it's Managing Director **SRI RAJESH KUMAR NAYAK**, aged about 40 years, S/o-Sri Surendra Nayak, By Cast- Khandayat, By Profession-Business, having Aadhar No-9579 0419 0507, PAN No-AFMPN5217M, Mob:- 9439201387, (Hereinafter referred to as "**Second Party/Promoter/Developer**" which expression unless repugnant to the context or meaning thereof shall mean and include its directors, successors, executors, administrators and assigns) of the **SECOND PART**.

Suresh Chandra Mishra
M/s. Laxmi Infra Venture (P) Ltd.
Rajesh Kumar Nayak
Managing Director

FLOW OF TITLE:-

The 1st Party hereby declared that he became lawful and recorded owner of property as described below.

WHEREAS, the 1st Party is the absolute, bonafide & recorded owner of the property under Mouza-Rudrapur, having Mutation Khata No-609/226, Plot No.676/2211 Area of Ac.0.130dec., Khata No-412/118, Plot No.83 Area of Ac.0.170dec., Khata No.609/499 Plot No-676/2035 Area of Ac.0.150dec., Khata No.412/116 Plot No-84 Area of Ac.0.040dec., total Area-Ac.0.490decimals (which details described below as Schedule of Property) and the 1st Party is in peaceful possession over the said property from the date of purchase.



Mr. Deepak K. Panda.
Mr. Sanjay Kumar Saha

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WHEREAS, the 1st Party has obtained ROR in his favour from the competent authority. vide Mutation Case No.5824/98, 1046/06, 5823/98.

WHEREAS, the 1st Party hereby declared that the below schedule of property is free from all encumbrances, litigation, disputes, liens, attachments and charges etc. and the 1st Party is in peaceful possession over the said property having all rights, titles and interests etc.

WHEREAS, the 1st Party has been paying land revenue (rent) to the Govt. of Odisha through the Tahasildar, Bhubaneswar and obtained receipts thereof.

WHEREAS, the 1st Party is having the right, title, interest and possession over the said plot is and paying rent, tax and cess to the norms of Government of Odisha.

WHEREAS, the 2nd Party has duly verified the land records and all other relevant documents regarding ownership of 1st Party and concern authorities/departments and also demarcated the schedule property along with boundaries.

WHEREAS, the First Party approached the 2nd Party to construct a multistoried building (Residential/Commercial) over below schedule property and accordingly 2nd Party agreed with this proposal and undertake to do the said development and construction work on terms and conditions as mutually agreed by the parties over the below schedule property.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared by the parties hereto as follows: -

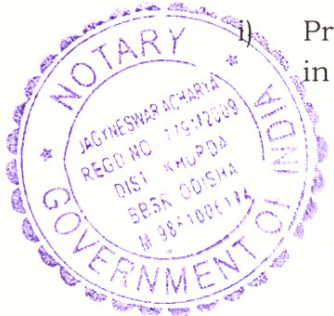
ARTICLE-1 (DEFINITION):-

Unless in these presents there is something is in the subject or context inconsistent therewith:-

- 1) Property shall mean the entire land as described in the "Schedule of Property" appended hereto.

Suresh Chandra Mishra

M/s. Laxmi Infra Venture (P) Ltd.
Rajesh Kumar Nayam
Managing Director



Mr Deepak K. Panda
Mr Sanjay Kumar Saha

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- ii) Building shall mean the building to be constructed/ erected over the said property as per Bhubaneswar Development Authority's approved plan or Bhubaneswar Municipal Corporation & approval of ORERA authority and other allied authority as per applicability.
- iii) Owner Suresh Chandra Mishra shall include each of his successors, heirs, legal representatives and assigns etc.
- iv) Developer M/s LAXMI INFRA VENTURE (P) LIMITED shall include it's directors, successors, executors, administrators and assigns etc.
- v) Common facilities shall mean and include corridors, common passage, stair case, roof, equipments and accessories provided in the building, motor pumps, electrical installations etc. and other facilities required whatsoever for maintenance and/or management of the said building and enjoyment of various portions of the said building and land.
- vi) Building Plan shall mean the plan to be sanctioned and approved by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation/ORERA and/or such other revised plan or plans with such modification or alteration which may be made thereto from time to time with the approval of competent authority/ authorities for the purpose of constructing the building(s).
- vii) Units shall mean a portion of the floor space comprising of the residential & commercial complex capable of being exclusively occupied and enjoyed.
- viii) Proposed Building shall mean and include the buildings to be constructed and the land appurtenant thereto and all passages, the parking space, amenities provided thereto etc.

Suresh Chandra Mishra

M/s. Laxmi Infra Venture (P) Ltd.
Rajesh Kumar Nayak
Managing Director



cc- Deepak K. Panda
cc- Sanjay Kumar Saha

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ARTICLE-2 (COMMENCEMENT):-

This Agreement for Development shall commence on 10th day of August, 2020 at Bhubaneswar.

ARTICLE-3 (CONSTRUCTION):-

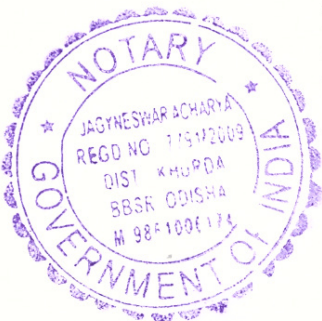
- i) **That,** 2nd Party agreed to develop the said "Schedule of Property" at their own risk, cost and expenses and with their own resources after they obtain the requisite permissions, sanction and approvals from authorities concerned and thereafter to construct thereon the proposed building(s). The 1st Party agreed in accordance with this agreement, to place physical and actual vacant possession of the said "Schedule of Property" with the 2nd Party and to grant him exclusive right of development of scheduled land by submitting building plan(s) before the authorities and obtain requisite permission, sanction and approvals for developments, construction and completion of the proposed project with the signing of this agreement.
- ii) **That,** the building plan will be in accordance with the rules and regulations laid down by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation/ORERA authority as per applicability. The building shall be of first class construction based on the specifications conforming to ISI/NBC code of civil engineering practice and as per approved drawing & specifications.
- iii) **That,** the 2nd Party at their own risk, cost and expenses shall apply to the Bhubaneswar Development Authority/Bhubaneswar Municipal Corporation/ ORERA and other allied authorities for the requisite clearance, permission to construct/erect super structure on the said "Schedule of Property", the project building plan and design shall be in accordance with the zonal plans in force for the said area.

Suresh Chandra Mishra

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Rajesh Kumar Nayak
Managing Director

Deepak K. Panda.

Sanjay Kumar SBT



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- iv) **That**, it shall be the responsibility of the 2nd Party to submit, pursue and follow-up the plan to be sanctioned by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation.
- a) All expenses/charges incurred in respect of approval/sanction or modification and/or alteration of the sanctioned plan and for any revised plan to be submitted for approval/sanction be on account of 2nd Party.
- b) The requisite fees for sanction of the plan(s) shall be borne by the 2nd Party.
- c) To expedite sanction of such plan or plans shall be the responsibility of the 2nd Party.
- v) **That**, the 2nd Party shall forthwith on obtaining the approval of plan form Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and after obtaining all statutory clearances from concern departments including ORERA shall start construction over the said property in a substantial and workman like manner in accordance with the plans, specification and elevations to be sanctioned by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation including any amendment, modification or variation or alteration to the said plans and specification which may be made by the 2nd Party with prior consultation with 1st party.
- vi) **That**, the said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the 2nd Party and/or their agents.
- vii) **That**, the 2nd Party shall comply with the requirements and requisition of the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and/or

Suresh Chandra Mishra

M/s. Laxmi Infra Venture (P) Ltd.

Ranjay Kumar Jayaram
Managing Director

Deepak K. Panda.

Ranjay Kumar Saha



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other local authorities as the case may be relating to the construction of the said building on the said property and shall obtain necessary approvals from the authorities concerned as and when required.

- viii) **That,** the 2nd Party shall make their best endeavors to complete/finish the said building in all respects so as to benefit for occupation/habitation within 36 months from the date of approvals from ORERA and in no case the completion of the project shall extend beyond 42 months from the date of this agreement without fail unless the time for the subject purpose is extended by mutual written consent of both parties.
- ix) **That,** in the event the completion of the project spills over the stipulated 42 months period from the date of this agreement due to reasons beyond the control, the 2nd Party shall pay rent to the 1st Party @ Rs.7/- per sq.ft per month for the carpet area relating to the share of the 1st Party till the building is completed in all respects. Allocation Agreement will be executed within two weeks from the date of approval of the building plan. After completion of the Project the 2nd party will apply and obtain completion certificate from BDA/BMC and hand over a copy to the 1st party.
- x) **That,** it is further agreed by the parties that in consideration of the 1st Party having accepted the scheme of the Developer, the 1st Party has appointed the 2nd Party for developing his land. The 1st Party further agrees and accord consent in favour of the 2nd Party to undertake such development of adjoining plots of others if opted and adjoin the same lawfully and can merge the said adjoining plots with this scheme for development considered as one project. In that event the super builtup and saleable area

Suresh Chandre Mishra

M/s. Laxmi Infra Venture (P) Ltd.

Rajesh Kumar Rayan
Managing Director

Deejan Ku. Panda.

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eligible against the below schedule property of 1st party shall be determined after apportioning the total built up and saleable area of the combined project in the ratio of lands held by the owners.

ARTICLE-4 (OWNER/ 1st PARTY OBLIGATIONS):-

The owner hereby agreed and covenant with the 2nd Party as follows:-

1. **That,** the 1st Party shall execute and register one Irrevocable General Power of Attorney in favour of the 2nd Party granting right of development of the entire schedule property exclusively by delivering all power for preparing and submitting necessary building plan before the BDA/BMC/ORERA and to obtain no objection certificates from all concerned authorities for construction of residential/commercial building, sale of the flats/commercial unit with proportionate undivided rights, title and interest of the schedule properties in respect of Developer's share/allotment of the flats/commercial unit (as per the supplementary agreement) and other requirements. The 2nd Party however, takes all the liability and responsibility for getting the approval of building plan from the BDA/BMC and ORERA along with other relevant authorities concerned and shall spend all necessary expenses for the same. The 1st Party will give necessary co-operation from time to time if required.
2. **That,** the 1st Party hereby declares and undertake that he shall hand over physical possession of the schedule property to the 2nd Party on the date of execution of this deed.
3. **That,** the 1st Party shall hand over all relevant original documents/ title deeds/ permissions/ lease deed/ conveyance deed and other deeds relating to schedule property to the 2nd Party on signing of this agreement

Suvetha Chandra Mishra

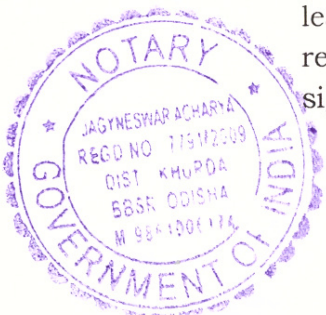
M/s. Laxmi Infra Venture (P) Ltd.
Rajesh Kumar Nayam
Managing Director

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Rajesh Kumar Nayam

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4. **That**, it is specifically agreed by the parties hereto that the 1st Party will agree to grant exclusive right of development of the schedule property in favour of the 2nd Party who also agrees to obtain/receive the said exclusive right of development of the entire schedule property. Accordingly the parties hereto decide to determine the respective proportionate share of the building as 42% of super built up and saleable area allotted in favour of 1st Party and 58% of super built up area and saleable area allotted in favour of 2nd Party which will be allotted floor wise in proportionate manner (42:58) in each residential/commercial unit. The right to use the allotable parking area of the schedule property shall be allotted by the 2nd Party after end of construction of project in favour of the 1st party in same proportionate manner with the ratio of 42:58.
5. **That**, the 1st Party after executing a Regd. Power of Attorney in favour of the 2nd Party delivering all powers for development of entire schedule property with residential apartment/commercial unit by proper approval from BDA/BMC/ORERA among which the 2nd Party can sale their share i.e. 58% of super built up area of construction with proportionate undivided right, title & interest of the schedule property. Soon after the 2nd Party obtained necessary permissions from necessary authorities will start construction of the project building over the schedule property without fail.
6. **That**, the 1st Party has no manner of objection if the 2nd Party advertise, market, book, sale or offer for sale or invite persons to purchase towards 58% of the 2nd Party share in the entire project by executing necessary deeds.

That, It is agreed by the parties that the 1st Party hereby admit and acknowledge regarding receiving of refundable/adjustable security

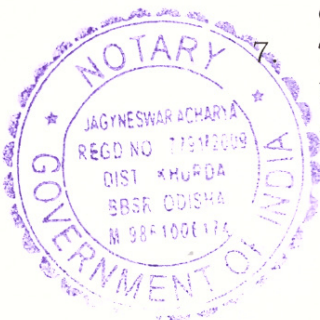
Suresh Chandrasekhar Mishra

M/s. Laxmi Infra Venture (P) Ltd.

Rajesh Kumar Nayak
Managing Director

Deepak K. Panda.

Sanjay Kumar Saha



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money of Rs.30,00,000/- (Rupees Thirty Lakhs) only in Bank A/c maintained with SBI, PBB Bapuji Nagar Branch vide RTGS No..... dtd.07.08.2020, from the 2nd Party.

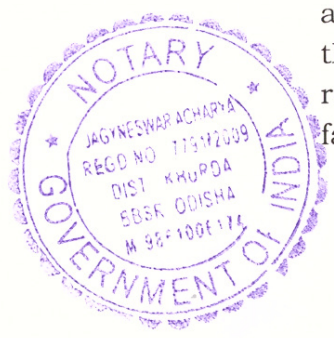
8. **That**, the 1st Party shall at the request and cost of the 2nd Party sign and execute papers, documents, applications for approval of the building plans from any authority or authorities or department or departments if required.
9. **That**, it is agreed by the parties that they will enter into the allocation agreement for allocation of share in the ratio of 42:58 after necessary approvals from BDA/BMC and other Government Authorities, and the security money as received by the 1st party shall be adjusted/refunded to 2nd party on completion of project.
10. **That**, the 1st Party declares that, he is entitled to enter into this agreement with the 2nd Party and he has not agreed, committed, contracted or entered into any agreement with any other person in respect of the property and he has not created any mortgage, charge or encumbrance on the said property nor has done any act, deed or thing by reasons whereof, the development of the said property may be affected in any manner and the land owner shall no manner of risk/ liabilities /responsibilities of the construction of the building/apartment over the schedule property.
11. **That**, the 1st Party has the right to inspect the said construction at all reasonable times by giving proper intimation to the second party.
12. **That**, the 1st Party hereby agrees to execute and sign necessary documents, letters, power of attorneys, which may be required for carrying out the construction of the proposed building and to render all help and assistance to the 2nd Party to facilitate the construction of the proposed

Suresh Chandra Mishra

M/s. Laxmi Infra Venture (P) Ltd.
Rajesh Kumar Nayak
Managing Director

Deepak K. Parde.

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Notary, Govt. Of India
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building on the said plot of land in accordance with the terms and conditions of the agreement.

13. **That**, the 1st Party has no manner of objection if the 2nd Party will take project loan by mortgaging 58% of flat/unit constructed over the below mention schedule property i.e. the builder's allocations share for the purpose of development of the project.

ARTICLE-5 (2ND PARTY/DEVELOPER OBLIGATIONS):-

- 1) **That**, the Project work shall be commenced with effect from the date of signing and execution of this agreement and construction work will start after the date of the approval of the building plan by the BDA/BMC/ORERA after all statutory compliances.
- 2) **That**, the 2nd Party entitled to have a map or plan sanction in the name of the 1st Party and 2nd Party jointly from the BDA/BMC/ORERA and also obtain necessary permission/no objection from the different Govt. and non Govt. authorities as would be required for the purpose of development and construction of the residential/commercial building over the schedule property. However the 2nd Party takes all the responsibility and liabilities for getting such permission/ approval/no objection etc. from the concern authorities at their own cost and expenses.
- 3) **That**, the 2nd Party agrees to complete the project in all respect with all amenities within 36 (Thirty six) months + 6 (Six) months grace period from obtaining necessary Registration from ORERA and other Government authorities and consequent upon such completion of the entire project from all angle by second party, shall handover physical possession of the 42% of the share in the entire project to the 1st Party as per the supplementary agreement with due written acknowledgement with all amenities.

Suresh Chandra Mishra

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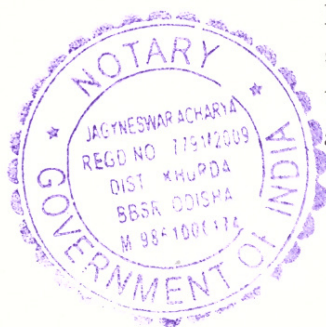
Rajesh Kumar Nayak
Managing Director

Deepak K. Bada

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- 4) **That**, the 2nd Party shall be entitled to deal with their share of 58% of super built up area with proportionate undivided right, title and interest of the schedule property exclusively and execute any deeds such as agreement for sale/sale deed/conveyance deed after signing and execution of supplementary agreement for which no further consent of the 1st Party shall be required.
- 5) **That**, it is further agreed by the 2nd Party that they shall construct the purposed building/apartment over the schedule property at their own risk and cost. The 2nd Party has liberty to take project loan by mortgaging the 58% of flat/unit constructed area over below schedule property i.e. the builders allocation share and incase of loan the 2nd Second Party is exclusively responsible to repay the said loan.
- 6) **That**, the 2nd Party shall take prompt action for completion of construction of building within 36 (Thirty six) months + 6 (Six) Months grace period after obtaining necessary approvals from BDA/BMC/ORERA and other Government authorities without fail and in no case the completion of the project shall extend beyond 42 (Forty two) months from the date of registration before ORERA unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the 1st Party agrees that the 2nd Party shall be entitled to the extension of time for completion of the project, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Both the parties agree and confirm that, in the event it becomes impossible for the

Suresh Chandre Mishra

M/s. Laxmi Infra Venture (P) Ltd.

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Managing Director

Deepak K. Panda.

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Notary, Govt. Of India
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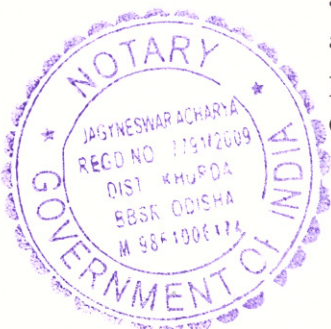
Developer to implement the project due to Force Majeure conditions, then this agreement shall stand terminated. The 2nd Party confirm that they shall utilize best materials and shall make construction according to the approved plan without deviation. In the event of any deviation during the course of execution of the work, then the 2nd Party shall be accountable for the same and the 1st Party shall have no manner of liabilities.

- 7) **That**, the 2nd Party shall get the building plan approved, complete the project as per approval from BDA/BMC/ORERA and hand over possession of the owner's share to the 1st Party within the stipulated time. In case of any default, the 1st Party shall be compensated to the extent agreed upon described above.
- 8) **That**, it is further agreed that after the end of project with all amenities the 2nd Party will voluntarily made Possession Hand over Letter as per terms and conditions of this Agreement and subsequent supplementary agreement executed between the parties.
- 9) **That**, the 2nd Party undertakes not to violate or contravene any terms and conditions of Agreement for Development, Irrevocable Power of Attorney or any statutory provisions, rules, regulations etc.
- 10) **That**, it is specifically agreed by the 2nd Party that any labour or workmen engaged for the construction of the building by the 2nd Party will be the employee of the 2nd Party. The 2nd Party hereby declared that the 1st Party shall has no relationship with the employment with the aforesaid employees and any amount that may be awarded under any agreement, labour dispute or proceeding under workmen's compensation act or damage are the sole responsibility/liabilities of

Suresh Chandra Mishra

M/s. Laxmi Infra Venture (P) Ltd.

Rajesh Kumar Nayak
Managing Director



Deepak K. Panda

Rajesh Kumar Nayak

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the 2nd Party and the 1st Party shall not incur any liability, responsibilities for the same.

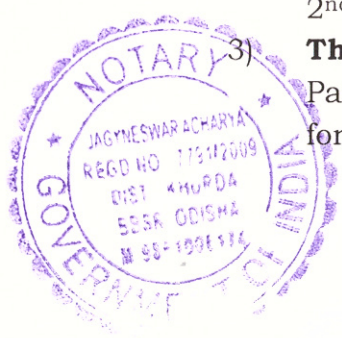
- 11) **That**, after this Agreement is executed, 2nd Party shall not create a charge on the 42% of the schedule property relating to the share of the 1st Party and if any such charge is made or created then notwithstanding anything contained in any other law for the time being in force, such charge shall not affect the right and interest of the 1st Party.
- 12) **That**, the 2nd Party shall provide free maintenance to the building as well as warranty to all installations with rectification of defects if pointed out by 1st Party/any allottee for one year from the date of handing over of the building without charging any extra cost to the 1stParty/allottee or the flat owners.
- 13) **That**, as decided and agreed upon that there would be absolutely no deviation from the authority it is very much fair and justified that the 2nd Party should obtain occupancy completion certificate within a reasonable time from the date of first possession from the competent authority.

Surekha Chandre Mishra
M/s. Laxmi Infra Venture (P) Ltd.
Rajesh Kumar Nayak
Managing Director

ARTICLE-6 (CONSIDERATION):-

- 1) **That**, the Residential complex that will be constructed on the schedule property shall bear the name "**Laxmi** _____".
- 2) **That**, the parties hereto above shall share the total built-up areas in the project building proportionate to their shares in respect of the floor space. The areas proportionate to their shares in respect of the floor space/parking space of the entire project to be built on the said plot shall be allotted/assigned in the ratio i.e. 42% of the 1st Party and 58% of the 2nd Party in orderly manner in the entire project.
- 3) **That**, the parties hereto i.e. the 2nd Party, the 1st Party hereby mutually agreed that in order to and for the purpose and in the process of proportioning

Buyer - Deepak K. Panda
Buyer - Sanjay Kumar Saha



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the saleable areas in the allocated shares of 42% and 58% amongst themselves, if the portion of such saleable area falling in the share of either of the parties is less than the agreed percentage of such party, then the concerned party shall be compensated by the other party so as to make the share at par with their respective percentage of built up area at the market rate at the time of distribution between the parties. It shall, however be open to the parties to arrive at such other manner mode of computation of the compensation payable in such situation by mutual agreement.

- 4) **That,** the 1st Party hereby agrees to execute necessary deeds of conveyance directly in favour of the intending parties as per his own choice. However, all liabilities including costs, charges and expenses in respect thereof shall be paid and discharged by the 2nd Party or the intending parties.
- 5) **That,** the 2nd Party shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the 1st Party will not have any objection for the same at the developer liability and risk.
- 6) **That,** the 2nd Party shall have the right to receive from the intending flat owner any earnest money and/or booking amount and also the balance of cost of unit and to grant receipt(s) and execute such receipts for the units coming under his share as may be deemed necessary. The 1st Party hereby agree to rectify and confirm all acts, the developer/promoter shall lawfully do and to execute and perform or cause to be executed and performed all such act or deeds in connection with the transfer of proportionate impartibly share in the land and/or units in the said proposed building by virtue of this agreement on receipt of consideration amount /construction cost.

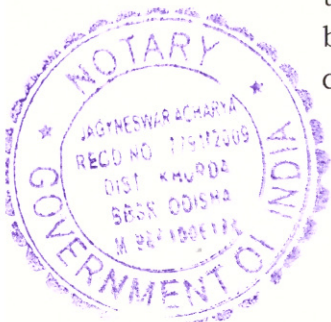
Suresh Chandrase Mishra

M/s. Laxmi Infra Venture (P) Ltd.

Rajesh Kumar Jayan
Managing Director

Deepak K. Panda

Ranjay Kumar Saha



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- 7) **That,** the 1st Party shall remain liable to encumbrance, if any in respect of the said land up to the date of this agreement, the 2nd Party remaining liable for all encumbrances/liabilities created after this date, in relation to proposed construction.
- 8) **That,** the 1st Party and 2nd Party shall have the right to sue for specific performance of this contract/agreement or any other supplementary contract which may be executed for non-compliance of any term and suing party shall also have a right to recover cost and damage if any.
- 9) **That,** only on written permission of the 1st Party the 2nd Party declare that if during the course of construction of the project building any alternation, changes, deviation from the sanctioned plans become necessary or advisable the said alternation/change /deviations may be made in conformity after obtaining modified plan approved from BDA/BMC/ORERA and the municipal Bye-law and Zonal Regulations and that as consequence of such alteration/changes/deviations, if any compounding fees is levied by the BDA/BMC/ORERA the said liability shall be borne by the 2nd Party.
- 10) **That,** the 1st Party undertakes to constitute the 2nd Party as their attorney by executing Irrevocable General Power of Attorney duly registered for completing the exercise and effectuating the object in connection with the development/construction and completion of the project building. However the 2nd Party undertake in their capacity as 2nd Party not to do or cause to be done any act, commission or thing which may in any manner, flout contravene and contravene any law, rules regulation etc., which may amount to misuse of any authority or right hereby conveyed or breach or provisions of law. In case of non-performance or non-observance of such law, rule, regulation or

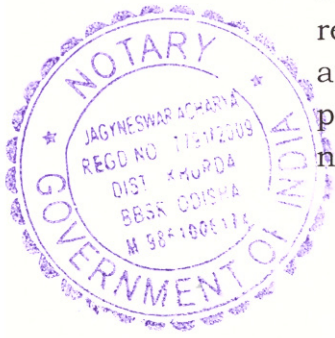
Suresh Chandra Mishra

M/s. Laxmi Infra Venture (P) Ltd.

Rajesh Kumar Nayagan
Managing Director

Deepak K. Parde

Ranjay Kumar Saha



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condition of this agreement, the entire liability in that behalf shall be incurred or discharged by the 2nd Party and further more the 2nd Party undertake to keep the 1st Party entirely harmless and indemnified against all claims or demands during construction.

- 11) **That**, after completion of the project, the 1st Party or their allotted flat owner, other flat owners allotted by 2nd Party will jointly enroll as members of the Apartment Owners Welfare Society by paying the necessary membership fees, contribution and other regular charges, taxes etc. towards setting up the corpus fund of the society and will register the society before the concern authority. The 1stParty/allotted flat owners will also be bound by the rules and regulations of the society and be entitled to equal rights as other purchasers of the individual apartments.
- 12) **That**, the 1st Party also agreed with the conditions of 2nd Party to apply for services such as electricity, internet, cable television etc. individually for each apartment with the appropriate authorities in that event the charges if any will be borne by concerned Flat owner.
- 13) **That**, it is further agreed by the parties here to that they shall prepare a scheme for management and maintenance of the project after its completion by forming a society duly registered by competent authority as per the provisions of the Orissa Apartment ownership act and the developer will exclusively maintain the project till the Regd. of society or for 1 (one) year from the date of handing over possession to the first flat owner.
- 14) **That**, it is agreed by the parties that, in case of death of any parties then the legal heirs, successors in interest will admit and acknowledge all the documents executed between the parties relating to the development of the project without

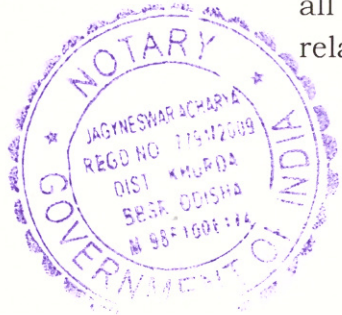
Suresh Chandra Mishra

M/s. Laxmi Infra Venture (P) Ltd.

Rajesh Kumar Rayan
Managing Director

Deepak K. Panda

Ranjay Kumar Saha



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any further demand or any changes in terms and conditions.

- 15) **That**, it is agreed by both the parties that the 1st Party is responsible for payment of all the pending taxes [Holding Tax, water tax, land rent, utility charge] till the date of signing of this agreement. After the signing of this agreement it will be the duty of the parties to pay those taxes to the concern departments as per their allocated share.
- 16) **That**, both the parties agreed to again enter into supplementary agreement providing all details of entire building/project in a separate sheet regarding the plan, construction, materials, interiors, specifications any other facilities as per discussion in respect of project and prior to starting of construction of project over schedule property.

Suresh Chandra Mishra

M/s. Laxmi Infra Venture (P) Ltd.
Rajesh Kumar Nayak
Managing Director

ARTICLE-7 (JURISDICTION):-

All disputes or differences that may arise between the parties right as to the interpretation of this agreement and any other subsequent supplementary agreement or as to claims rights or obligations under this agreement and any other subsequent supplementary agreement or any breach or default or specific performance etc shall be decided by mutually discussion and on failure it will be decided by civil court under Bhubaneswar jurisdiction.

ARTICLE-8 (ALLOCATION OF SHARE):-

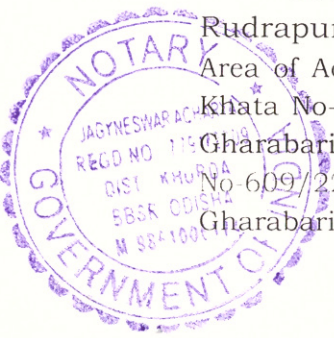
It is agreed by the parties that, both parties will enter into allocation agreement/supplementary agreement after necessary building approvals from BDA/BMC/ORERA & other Government Authorities.

ARTICLE-9 SCHEDULE OF PROPERTY

Dist-Khurda, Tahasi-Bhubaneswar, Mouza-Rudrapur, Ps-Balianta, (1) Khata No-412/118, Plot No.83 Area of Ac.0.170dec., Kisama-Gharabari, Status-Stitiban. (2) Khata No-412/116 Plot No-84 Area of Ac.0.040dec., Kisama-Gharabari, Status-Stitiban. Mouza- Naharakanta, (1)Khata No-609/226, Plot No.676/2211 Area of Ac.0.130dec., Kisama-Gharabari, Status-Stitiban. (2)Khata No-609/499 Plot No-

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676/2035 Area of Ac.0.150dec., Kisama-Gharabari, Status-
Stitiban. Two Mouza,

**In Total 4(four) numbers Khata, 4(four) numbers
Plots and Grand Total Area-Ac.0.490decimals.**

ARTICLE-10 (BUILDING SPECIFICATIONS)

SUPER STRUCTURE	RCC framed structure designed for earthquake resistance
WALL FINISH	
Internal	Birla White Putty or equivalent make
External	Combination of tiles, textured paint and weather coat acrylic emulsion paint
FLOORING	
Lobby/Living/Dining	Premium porcelain vitrified floor tiles
Bedroom	Vitrified Tile
Staircase	Granite/Marvel
External Driveways	Heavy duty tiles and pavement tiles
KITCHEN	
Flooring	Premium quality anti skid tiles
Wall Finishes	Ceramic tiles up to 2' above working platform, rest of the wall in white putty
Others	Granite counter with stainless steel (double) sink quality CP sanitary fittings of Kohler, Jaquar Roca or equivalent.
TOILETS	
Walls	Premium designer tiles upto 7" height level.
Flooring	Premium quality anti skid tiles
Fittings	Granite counter, sanitary fixtures of Kohler & C.P. fittings of Kohler,

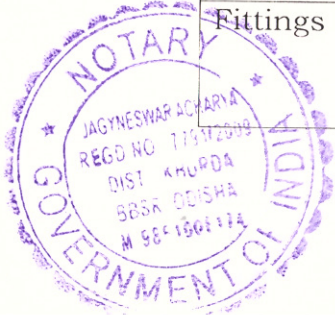
Suresh Chandre Mishra

M/s. Laxmi Infra Venture (P) Ltd.

Deepanj Kumar Nayak
Director

Deepan K. Panda.

Sanjay Kumar Saha



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	Jaquar or equivalent.
BALCONY	Premium quality anti skid tiles.
WINDOWS	UPVC Windows of reputed company.
DOORS	
Internal Door	Sal wood frame, Flush door/Panel-door
External Door (Main Door)	Sal wood frame, Teak veneered and Polish shutter.
ELECTRICAL	Copper electrical wiring throughout in concealed conduit with provision for light points, AC, TV, Internet and Telephone & premium modular switches.
MAIN LIFT LOBBY	Elegantly decorated Lift lobby with wall cladding in Italian marble designer stone. Designed false ceiling.
ELEVATORS	Elevators of repute made
SECURITY	CCTV Surveillance in the entire project common area.

IN WITNESSETH WHEREOF the parties hereto having been agreed with the terms and conditions stated in this agreement are set and subscribe their hand and seal as token of free consent/will on this 10th day of August, 2020 at Bhubaneswar.

Witnesses :

1. Deepak Ku. Pande
 S/o- Rabinanayan Pande
 MA-7, GGP Colony
 Rasulpurh
 Bhubaneswar to

Executed in
 Presence of Witness

Suresh Chandra Mishra
 Signature of the 1st Party

2. Sanjay Kumar Saha
 S/o. Dr. Krishna Ch Saha
 P.O. - Barabati
 Dist - Khurda

M/s. Laxmi Infra Venture (P) Ltd.

Rajesh Kumar Nayak
 Managing Director

Signature of the 2nd Party



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Notary, Govt. Of India
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CERTIFICATE

Certified that the Executants of this deed of Agreement for development of land are my client and the deed has been processed in computer by my computer operator, according to my dictation and the contents of the deed was explained to the executants, who being satisfied about the correctness of the same put their signatures in my presence and in presence of the witnesses.

Advocate.

[Handwritten signature]
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