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Joint Venture Agreement

06.07.2023

MAKSRADHWAJ
Satpathy

Dandeswar Mohapatra

Surendra Barik

9489
6/7/23

Makaradhwaja Satpathy
Lal Bazar Berhampur
Ganjam

DISTRICT TREASURY
KHURDA, BHUBANESWAR
04 JUL 2023
ADDL. TREASURY OFFICER

C.R. PRUSTY
Stamp Vender
D.S.R. BBSR
ID-56

Makaradhwaja Satpathy

OFFICE OF THE DISTRICT SUB-REGISTRAR
BHUBANESWAR

Makaradhwaja Satpathy

HKP INFRASTRUCTURE PVT. LTD.
Hemanta Kumar Parida
Director

Makaradhwaja Satpathy

HKP INFRASTRUCTURE PVT. LTD.
Hemanta Kumar Parida
Director

# JOINT VENTURE AGREEMENT

This Memorandum of Joint Venture Agreement is executed on this 06 day of JULY 2023 at Bhubaneswar.

**BETWEEN**

**Sri Makaradhwaja Satpathy**, aged about 66 years, S/O-Late Laxmidhar Satpathy, resident of At-Lalbazar, P.O.-Baripada, P.S.-Baripada, Dist.-Mayurbhanj, at present Plot No. 1050/1946, Mahadevnagar, Bhagbanpur, P.O.-Patrapada, P.S.-Tomando, Khordha-751019, by caste-Bramhin, by profession - Retired service holder, Aadhar No. 5005 1413 9729, PAN No. CLMPS5872F, Mobile No. 9938210902, (Hereinafter called the **LAND OWNER/ FIRST**

W-1- Dandeswar Mohapatra
W-2- Surendra Barik

OFFICE OF THE DISTRICT SUB-REGISTRAR
KHURDA

**PARTY**) which expression shall unless excluded by or repugnant to the subject context, mean and include their heirs, successors-in-interest, executors, administrators, heirs and assignees of the Party of the **FIRST PART**.

**AND**

**HKP INFRASTRUCTURE PVT. LTD.** Registered office at Plot no- 1515/7826, Satya Vihar, Po- Rasulgarh, Bhubaneswar, Dist-Khordha, PAN No- AAFCH6883C, REPRESENTED BY ITS Director, **Sri Hemant Kumar Parida**, aged about 54 years, S/O-Late Surendra Kumar Parida, Aadhar No. 9184 4987 4258, PAN No-AMDPP8798F, Mobile No- 9437009690 (hereinafter called as the **DEVELOPER/SECOND PARTY**) which expression shall mean and include its partners, successors in interest, administrators and assignee of the party of the **SECOND PART**.

Makarabhraja Satpathy

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Director

WHEREAS, the First Party is the absolute owner of the schedule of property mentioned below with all right, title and interest in his favour and possesses the same without any disturbances and interruptions from any corner after purchasing the same from Raju Sethi, Tula Dei, Judhisthira Sethi, Arjuna Sethi, Bhimasen Sethi, Sita Sethi, vide Sale Deed ID No. 1040, Dtd. 24/02/1998 executed before Registering Officer, Bhubaneswar and the above persons prior to sale the below mentioned landed property obtained due permission on dated 11/02/1998 from Sub-Collector, Bhubaneswar in Mis-case No.204/1997 as per provision of Sec.22 of OLR Act. The First Party while in peaceful possession of the schedule property being delivered

W-1- Dandeswar Mohapatra

W-2- Sureendra Barik

## 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)-2040 ,, User Charges-395 ,Total 2435

**Date: 06/07/2023** **Signature of Registering officer**

## Endorsement under section 52

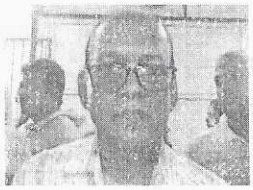
Presented for registration in the office of the Sub-Registrar **District Sub-Registrar KHURDA(BBSR)** between the hours of 10:00 AM and 1:30 PM on the **06/07/2023** by **SRI MAKARDHWAJA SATPATHY** , son/daughter/wife of **LATE LAXMIDHAR SATPATHY** , of **AT. PLOT NO. 1050/1946, MAHADEVNAGAR, BHAGBANPUR, PO. PATRAPADA, PS. TOMANDO, DIST. KHORDHA, PIN - 751019** , by caste **General** , profession **Others** and finger prints affixed.

Makardhwaja Satpathy

**Signature of Presenter / Date: 06/07/2023** **Signature of Registering officer.**

## Endorsement under section 58

**Execution is admitted by :**

| Name | Photo | Thumb Impression | Signature | Date of Admission of Execution |
|---|---|---|---|---|
| SRI MAKARDHWAJA SATPATHY |  | 316564943 | Makardhwaja Satpathy | 06-Jul-2023 |
| HKP INFRASTRUCTURE PVT LTD ITS DIRECTOR HEMANTA KUMAR PARIDA |  | 243952851 | Hemanta Kumar Parida | 06-Jul-2023 |

Identified by **DANDESWAR MOHAPATRA** Son/Wife of **ISWAR CHANDRA MOHAPATRA** of **AT. PLOT NO. 1187, NAYABAZAR, CUTTACK - 753004** by profession **Others**

| Name | Photo | Thumb Impression | Signature | Date of Admission of Execution |
|---|---|---|---|---|
| DANDESWAR MOHAPATRA |  | | Dandeswar Mohapatra | 06-Jul-2023 |

by the seller mutated his name before Settlement Authority and obtained ROR and thereafter converted the land to Gharabari by filing an application under the provision of OLR U/S-8 (A) before Tahasildar, Bhubaneswar bearing No.753/2021 and ROR was issued in his name showing the Khata No. as 2970, Plot No. 1963, area A.C. 0.160 decimal, Kisam-Gharabari.

He thereafter decided to develop the schedule of property into a Housing Project and agreed to allow any reputed developer to develop the landed property as he was not able to develop the land into a housing project due to lack of experience in construction line and paucity of funds and searched for a reputed developer to do the same on his behalf on sharing basis and found the Second Party as fit, competent, skilled and experienced in construction line and thereby decided to allow the Second Party/Developer on his behalf to develop the land into a housing project by constructing houses/duplexes/apartment on sharing basis and delivered possession of the same till its completion according to the guidelines of the development authority.

AND WHEREAS, it is decided that, the land owner / First Party shall handover possession of the land to the Second Party / Developer through this development agreement and the Developer shall construct apartment on the schedule land as per the permission to be granted by the BMC letter no- ANB/1912/2021, dated 07/08/2021 and the and the permission letter of the BMC is the is the part of this agreement. The aforesaid landowner shall get 50% and the Second Party/Developer

Makarodhwaja Sat Pathy

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Hemanta Kumar Panda
Director

Dandeswar Mahapatra

Sureendra Barik

Date: 06/07/2023

Signature of Registering officer

## Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Sub-Registrar, KHURDA(BBSR)

Book Number : 1 || Volume Number : 168

Document Number : 11082308703

For the year : 2023

Seal :

Date: 06/07/2023

Signature of Registering officer

shall retain 50% of apartment area to be constructed over the schedule land.

AND WHEREAS, with this basic principle, now both the parties decided to abide the following terms and conditions that are required for smooth management of housing project.

Now the Joint Venture Agreement shall be operated and executed on the following facts AS FOLLOWS :

**IN THE MATTER OF IMPLEMENTATION OF APARTMENT PROJECT**:

1. That, the First Party shall obtain approval for construction of multistoried building over the below mentioned landed property from BDA/BMC and the Second party shall construct the apartment on sharing basis. The Second Party has also the option to apply the BDA/BMC for approval of revised plan, if required to be prepared by the Second Party in consultation with the First Party from a reputed architecture and shall execute all ancillary work for the above purpose by expending the required amount.

2. That, the Second Party /Promoter is hereby authorized to do, execute and implement such other amenities and ambience as deemed proper for the purpose of acceptance of the project and its marketing. The First Party shall not interfere in the matter of construction of proposed project by the promoter Second Party but can raise objection if any defects and deviation is made by the Second Party.

Makarandraja Satpathy

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Director

W. Dandeswar Mohapatra

W. Sreenivas Burada

3. That, period of executing the project and its promotion thereof by the Second Party shall be a continuous process, time shall not be the essence of this agreement for the purpose of construction. However the Second Party shall complete the construction work within **THIRTY SIX MONTHS** from the date of approval of the plan. The extension of further time if requires due to unexpected delay shall be considered by the First Party for a further period of Six Months and/or more.

**IN THE MATTER OF FINANCE & ACCOUNTS :**

1. That, the Second Party shall finance and make financial arrangement for construction and development of the project schedule to be set up in the entire scheduled land. That, the financial arrangement shall mean and include loan from any financial/private sources which shall be utilized for the construction, development and marketing the said project. Thus therefore the Second Party is hereby authorized to apply its discretion in the matter of procurement and finance and its arrangement on their own liabilities to repay the same and shall not disturb the First Party about the same.

2. Be it specifically stated here that, the Second Party/Developer shall be entitled to borrow money from any financial institutions by creating mortgage to the extent of 50% of the apartment to be constructed over the schedule property towards his share. And under such exigency, the First Party, the consenter shall provide the original document to the Second Party to mortgage Developer's 50% of share along with its

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Director

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W. Sureshpada Biswal

share of land and the owners shall not in any way be responsible for repayment of the borrowed money or any liabilities of the Developer.

3. That, since the usufructs of the parties from the proposed project is based on allocation of proportionate share, it is expressly understood by and between the parties hereto that the Second Party/Developer shall be liable to pay or bear the total cost of construction, architect, designing and development of the said property till the end and control over the said development and to sell out the Developer's 50% share to any person and parties and to recover its cost, expenses and profits as the Developer may in its absolute discretion deem fit and the owners shall have no say in the matter including, without limitation, the manner of development not causing any difficulty to owner's 50% of area, the sale of units, premises and/or apartment, the costs of planning, construction and development and the parties to whom and the prices and terms on which such apartments are sold. However the owners can verify the manner of development and can suggest for addition, alternation, modification if requires.

**IN THE MATTER OF CONFIRMATION AND SECURITY :**

1. That, the owner and the developer in together shall create undivided impartible proportionate interest in the schedule property with the specification of 50% Owners share and 50 % of Developers/ Builders share. That, the Second Party shall

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W. Surendra Barik

construct the building in its own cost over the land of the First Party. After completion of construction there was proposal for distribution of & share amongst the landowner and the builder respectively and there will be distribution of flats amongst the parties and its allotment mentioning the number of flats in separate sheet and in page No. 25 the distribution of flats in shape of block has been clearly mentioned in details between the parties & Second Party shall issue possession letter accordingly.

2. That, during continuation of this development agreement, the landowner shall not exercise the right, title, interest in and interfere in to the development on the schedule of property. He also cannot encumber, charge or lien on the schedule property. He shall handover all the original instrument of title deeds to the Second Party relating to the schedule of property along with the sanction letter of BDA/BMC along with the building plan.

3. That, to secure the interest of both the parties, this Joint Venture agreement is executed and a separate Power of Attorney has also been executed by the First Party in favor of the Second Party for construction over the schedule of property which is irrevocable in nature. The First Party has also delivered possession to the Second Party for construction and has supplied all the original documents to the Second Party for his use and needful. The Power of Attorney executed by the First Party in favour of Second Party is a part and parcel of this agreement bearing Document no 1108211 3034 dt 2.11.2021 and stamp duty and registration fee of 2.1. each has already been paid.

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Hemant Kumar Panda
Director

W. Dandeswar Mahapatra

D. Surendra Biswal

**IN THE MATTER OF MANAGEMENT AND ADMINISTRATION :**

1. That, the maintenance of those proposed housing scheme shall be given to an expert person/company/group of persons having experience to organize, develop and maintain such amenities and ambiences or to the purchasers/owners association as deemed appropriate at that point of time. The Second Party shall have the absolute discretion to take a decision in this matter.

2. That, the Second Party shall take up the construction work and would arrange any intending buyers for sale of flats/duplexes and shall allot the individual units in favour of the different prospective purchasers and shall receive the booking amount and consideration amount from them in respect of Second Party's allocation share on their own responsibility.

3. That, the Second Party shall be at liberty to reject or accept the proposal of intending purchasers as the case may be at its own discretion and the First Party/Landowner shall not interfere in the said discretion after approval of plan of the promoter.

4. That, this agreement shall be operative from the date of execution of this deed between the parties and the First Party shall hand over possession to the Second Party for the purpose of construction and development and the First Party cannot cancel or repudiate and/or revoke this agreement in the course of execution of the construction work and till its completion.

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**MODUS OF OPERANDI FOR EXECUTION OF ASSIGNMENT GIVEN TO SECOND PARTY:**

1. Towards the consideration, the Developer shall carry out the construction of apartment in the Schedule of Property mentioned below, bearing all costs of construction, development, compound wall gates, parking spaces etc. and the Developer shall be entitled to 50% of the total apartment proposed to be constructed on the schedule of property while the remaining 50% of the apartment shall belong to the Owner. Be it specifically mention here that, the common space and corridors shall not be calculated for the purpose of distribution of above share amongst both the parties. One Association Room, Community House, Society Office shall be constructed in case of requirement along with security room with attach latrine, bath room for common use.

2. That, the Second Party/Developer shall complete the project within a period of **36 (thirty six) Months** from the date of approval of plan. In any circumstances and if the construction is not completed within the period of **36 (thirty six) Months**, then the Second Party shall be allowed further extension of Six Months time and/or more by the First Party to complete the same.

3. That, if unfortunately during continuation of this agreement; if the landowner expires, then the legal heirs and successors in interest of such land owner shall execute a Regd. Power of Attorney in favour of the Second Party. If they fail to execute it,

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Hemante Kumar Panigrahi
Director

1. Dandeswar Mohapatra
2. Surendra Barik

then in absence of intimation, it shall be deemed that the owner is alive and the instrument of power of attorney is protected under the provision of Power of Attorney is protected under the provision of power of attorney Act and same shall follow in case of Second Party.

**IN THE MATTER OF IMPLEMENTIATION OF APARTMENT / DUPLEXES / HOUSING PROJECT DEFINITION :**

Unless in this presence, there is something in the subject or context inconsistent therewith,

(i) "Building" shall mean the duplexes/apartment shall construct/erected over the said land as per the approved plan by the BDA/BMC.

(ii) "Owner/Vendor" shall mean the Member of the First Part, his/her/their legal heirs, successors, executors, representatives and assignees etc.

(iii) "Common Facilities" shall mean and include corridors, common passage, staircase–cum-landings, equipments and accessories provided in the building like lift, generator, motor pumps, electrical installations etc.

(iv) "Developer/Promoter" shall include its partners, successors-in-office Executors and Assignees.

(v) "Building Plan" as sanctioned by the BDA and/or such other or future plan with such modification or alternation which may be

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made thereto from time to time with approval of the competent authority/authorities for the purpose of constructing buildings.

(vi) "Unit" shall mean the residential house/apartment comprising of the complex capable of being exclusively occupied enjoyed.

(vii) "Proposed Building" shall mean and include the residential houses/apartment thereto and all passages, the parking space, amenities etc. provided thereto.

(viii) "Project" shall mean the said property with the residential houses, apartment thereon and include other constructed areas and the common areas and installations forming part of the same.

**CONSTRUCTION:**

(a) That, the Developer agreed to develop the said property at their risk, cost and expenses and with their own resources as per BDA/BMC approval. The First Party agreed in accordance with the agreement to place at the complete disposal of the builder, the physical and actual vacant possession of the said property and to irrevocably rest upon the builder the unfettered right to work on the building plans.

(b) That, the building plan is in accordance with the rules and regulations laid down by the BDA/BMC and if any changes, correction, amendment, modification etc. will be required for the purpose of construction of the apartment of choice with better facilities, spaces, look etc. The Second Party with the consent of the First Party can submit a revised plan of the same

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and the expenses required to be deposited and spent for the revised plan shall be borne by the Second Party. Before submitting the revised plan, the same shall be verified by the First Party and if necessary, the First Party may suggest for any change. The building shall be of First class construction based upon the specification confirming to ISI code of civil engineers practice as per drawing. The owner have the right to inspect the said construction at all reasonable times.

(c) The developer shall forthwith in execution of these present start construction over the said property in a substantial and workman like manner in accordance with the plans, specifications and elevations as sanctioned by the BDA including any amendment, modification or variation or alternation to the said plans and specifications which may be made by the developer.

(d) The said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the Developer/ Promoter and /or their Agents.

(e) The Developer/Promoter shall negotiate and install transformer as per the required load factor, decided by TPCODL authorities.

1. That, the construction of building shall be in accordance with rules and regulation laid down by the BDA/BMC. The building(s) shall be of good construction as per approved plan of the concerned development authority. However the Developer/Promoter may make or agree to make such variation

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in the designs or plans as may be required or considered desirable or necessary in consultation with the First Party. But such addition or alternation shall not deviate any principles enumerated in the National Building Code. The First Party shall have the right to inspect the construction at all reasonable times.

2. That, the Developer/Promoter at its own cost and expenses shall revise and apply to the local development authority for approval/permission/sanction of the revised building plan if required to enable them to construct/erect the apartment over the said area.

3. That, the Developer/Promoter is free to change/alter and modify the approved plan for the betterment of the project within the sanctioned build-up area without changing/extending the period of completion with an information to the First Party.

4. That, the residential complex over the schedule land shall be constructed under the direct supervision and guidance of the Developer/Promoter and/or their Agents and the First Party reserves their rights to supervise the built-up area allotted towards owners share.

5. It is reiterated here that, the details of 50% of Developer's allocation of share and the details of Owner's allocation share of 50% has to be clarified as per the sanctioned plan. Be it specifically mentioned here that, if at the time of actual construction, it is revealed that construction has been made beyond the approved constructed area then such construction

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Director

W. Dandeswar Mohapatra
W. Surendra Behera

will be distributed in the above ratio amongst the developer and owner. A separate plan and agreement shall be made for the said purpose of builder and owner share after sanction of building plan by BDA/BMC but before starting of the construction the agreed area shall be mutually decided by both the parties.

**IN THE MATTER OF DECLARATION AND OBLIGATION OF LAND OWNER:**

1. The owners hereby declare, warrant and confirm that: There are no encroachments or unauthorized constructions on the said schedule of property.

2. The title of the owners to the said property is clear and marketable and free from all encumbrances and also there are no covenants and/or restrictions prohibiting or impending the development of the said property in terms of these presents.

3. There are no reservations affecting the said property and the said property falls within the Gharabari Kisam and there are no impediments in carrying out construction thereon as the schedule land is homestead.

4. The First Party is in exclusive possession of the schedule of property and no other person or party has any right, title, interest and possession thereon.

5. The said property at present is free from all mortgages, changes, liens, litigations, acquisition, attachments or other encumbrances.

Manoradhuraja Satpathy

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Hemanta Kumar Panda

Director

1. Dandeswar Mohapatra

2. Surendra Biswal

6. The First Party has not received any notice of acquisition or reacquisition of the schedule of property mentioned below or any part thereof from the Govt./Statutory or any other Authority or Court not from any person what so ever.

7. The First Party has not entered into any agreement for sale, transfer, lease, mortgage, license or any commitment of any nature in respect of the schedule of property or any part thereof nor has he entered into any agreement for sale of any premises in the proposed structures and buildings.

8. The First Party has not hereafter created any third party interest in respect of the schedule of property and/or the proposed structures and buildings or any part thereof except with the prior written consent of the Developer.

9. The Owner shall comply with all the statutory requirements, in relation to their responsibility under this agreement, present or future.

10. The Developer and/or its successors/nominees in respect of Units failing to its share shall have absolute and exclusive right to use the common areas and common facilities in the said Apartment/Residential houses. After commencement of this housing project with the approved plan, the developer shall have the interest and charge on the entire schedule of property till the completion of the project.

11. It is understood that from time to time to facilitate the construction of the building of the project by the developer,

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Hemant Kumar Pandit

Director

W. Dandeswar Mahapatra

W. Sureendra Barik

various deeds, matters and things, not herein specified may be, required to be done by the developer and for which the developer may need the authority of the owner and various applications and other documents may be required to be signed or made by the owner relating to which specific provisions may not have been mentioned herein.

12. The First Party/Land owner hereby undertakes to do such acts, deeds, matters and shall execute any such additional power of attorney and/or authorization as may reasonably be required by the Developer for the purpose and the owner shall also undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe any of the rights of the owner relating to its share.

13. In case the construction of project is stayed by any restraint order of the competent court of law, due to defective title in the property, encumbrance or for all other reasons, the owner shall take all possible steps for speedy disposal and vacation of such order and the developer will cooperate with the owner in such matter without involving itself in any financial burden. The owners will file caveat as and when required against any ex-parte order.

14. That, if the construction progress is stalled due to any order of restraint issued from any competent court of law or before any Govt. authority, the time period for completion for the

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construction shall be extended according to the delay caused due to the court order.

15. The owner has granted the developer a power of attorney for the purpose of construction of the building and also for pursuing the matters with the authorities concerned and/or entered into agreement with the prospective buyer or buyers in relation to the Developer's Allocation in the Building including absolute right of sale of 50% share of the total residential houses after completion of construction of building with right to preset the deeds for registration to admit execution and payment of consideration money and to sign the Deed of Conveyance of the Developer based upon Power of Attorney and all other necessary forms and declarations for registration.

16. The Developer shall be entitled to deal with its 50% of total flats imp leading the power as settler and signing the deed of conveyance under the authority delegated by way of execution of power of attorney and signing itself as "CONFIRMING PARTY" to prove the factum of constructions and delivery of possession of each unit.

17. The Land owner shall not cause any interference or hindrance in the construction of the project work over the below mentioned schedule of property by the developer, unless the developer acts in a manner violating or inconsistent to the terms of this agreement. In such events the owners shall have the discretion to rectify such violation.

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Hemanta Kumar Panda
Director

W. Dandeswar Mohapatra

W. Surendra Barik

18. The Land owner shall bear, pay and discharge all outgoings such as rates, cesses, charges and taxes, payable to anybody/authority/statutory authority relating to the said schedule of property till the date of handing over the possession of the land to the developer.

19. The Landowner shall not do any act, deed, matter or thing whereby or by means whereof the approvals, permissions and sanctions granted by the appropriate authority, for the development of the schedule of property is or may be or likely to be cancelled terminated or otherwise made invalid and inoperative.

20. The Owner shall do and perform all acts, deeds, matters and things as may be required for the construction and development of the schedule of property.

**IN THE MATTER OF DECLARATION AND OBLIGATION OF THE DEVELOPER:**

1. The exercise relating to the development of the said residential complex shall commence with effect from the date of execution of this agreement and the Second Party shall not violate or contrivance any statutory provisions, rules, regulations etc., applicable for construction of the said building/complex.

2. Any labourers or workmen engaged for the construction of the building by the developer will be employees of the developer. The Owner shall have no relationship with the aforesaid employees and any amount that may be paid under any

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Director

W. Dandeswar Mohapatra

W. Surendra Behera

agreement, labour dispute or under workmen's compensation or damage are the sole responsibility / liabilities of the Developer and the Owner shall not incur any liability for the same.

3. The Developer shall be entitled to carry out the development/ construction on the schedule of property either independently or by appointing contractors/sub-contractors or other agencies. The Developer shall alone be responsible for the payment of the cost of construction of labour and other charges payable to such contractors/ sub-contractors and the owners shall in no way be responsible for any failure or default of the Developer. The Developer shall be liable and responsible against loss of life and limb of any labour, workmen etc. including the various liability; if any arises out of the said construction. The Developer shall obtain necessary labour license and shall comply the labour Act for the proposed construction.

4. The project shall be developed, branded and marketed by the Developer on its own share and handed over the Land owner's share to the Land owner/First Party. The name of the residential houses Project shall be named as "HKP RESIDENCY" in all respect.

5. That, the Developer will have absolute right and authority to advertise in any mode for sale of unit in the project related to its share and the developer shall be entitled to receive the earnest money and/or advance from the prospective purchaser(s) against booking of unit relating to its share in the project even

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Hemant Kumar Pandey
Director

W. Dandeswar Mohapatra

W. Surendra Barik

before commencement of construction work over the schedule of property mentioned below.

6. That, as per approved plan, the Developer will have absolute right and authority to advertise in any mode for sale of unit in the project related to its share and the developer shall be entitled to receive the earnest money and/or advance from the prospective purchaser(s) against booking of unit relating to its share in the project even before commencement of work of construction on the schedule land.

7. Parties' Liability: Each party hereto shall bear, pay and discharge their respective liabilities, including income-tax and other tax liabilities such as Service Tax, GST etc. that may arise on account of receipt of the proceeds by each of them. The Developer shall pay and discharge all amounts required under the statute for the purpose of obtaining permission, sanctions, approval etc. related to the Development of the Residential houses.

8. Construction: Both the parties hereby agreed that during continuation of this agreement, except with the prior written consent of the other party, neither of them shall do or cause to be done any act, deed, matter or thing by which existing share holding pattern and interest of either party is modified, altered or changed.

9. Cessation of Obligations: In case of fraud or misrepresentation done by any of the party, the other party hereto shall not be

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Director

considered liable for any obligation hereunder to the extent that the performance. So far as the fraud and misrepresentation by the owner is concerned, it only means misrepresentation or fraud in respect of right, title, interest in and possession over the property of the owners and legal position over the property of the owner.

10. Employees : According to plan and handing over final physical possession, all the employees in the employment of the Developer or to be recruited in future and deputed for the development of Schedule of Property and all the employees of the contractors/ sub-contractors engaged by the Developer for the development of the said schedule of property shall at all times be and remain the employees of the Developer or the contractor/sub-contractors as the case may be. Neither the owners nor any person engaged or employed by the Developer or contractor/ sub-contractor for or in connection with the performance of the Developer's obligation arising under this Agreement shall become or be deemed to be the owner's agent, representative, employee or servant. The developer/contractor/sub-contractors as the case may be shall have the exclusive liabilities and responsibilities or all obligation of their respective employees including but not limited to factories Act, ESI, PF, Gratuity, Bonus and other labour legislations. The owners shall have no liability whatsoever in this regard at any point of time. This arrangement shall continue till completion of the project however the Land

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Director

M. Damodar Swamy Mohapatra

Surendra Beuria

owner or representative of the owner shall have the rights to inspect/ appoint to verify the quality of the construction as well as to control the deviation if any in approved plan.

**ENFORCEMENT OF CONTRACT** :

1. This Agreement shall continue to be in force and effect till; the entire development of the said property is completed in accordance with the approved plans.

2. That, after completion of the project, the Second Party shall handover Allotment/Possession Letter with completion certificate to the First Party of their share of flats and the Second Party shall retain the flats of his valid share of 50 %.

3. Judicial or quasi-judicial proceedings if any have come to an end.

4. Denial of Partnership/Joint Venture: It is expressly agreed and declared that, these presents do not create any partnership or joint venture or association or persons between the parties hereto and Each of the parties hereto has undertaken obligations and has rights specified here in above.

5. Dispute and Jurisdiction: All disputes and differences of the parties hereto touching the terms of this agreement and its consequential effect and/or interruption of any of the terms and conditions herein contained or touching these presents or

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Sarendra Benik

determination of any liability difference of opinion, dispute between the parties shall be solved amicably. If the problem/dispute could not be settled amongst the parties then it shall be referred to two arbitrators selected by both the parties who shall resolved it in accordance with the provision of the Arbitration and Conciliation Act 1996. All matters/disputes concerning these presents and the development of the said property shall be subject to the jurisdiction of court of Bhubaneswar only.

6. Force Majeure: If for any cause beyond the control of the party in question including by way of example, but not by way of limitation, strikes, lockouts, fires, floods, riots, acts of God or the public enemy, the limitation period to be considered with the consent of both the parties.

7. Assignment: The benefits and obligations of this Agreement shall not be directly or indirectly assigned or dealt with by either party hereto without the prior consent in writing of the other party.

8. Counterparts: This Agreement may be executed in two numbers of counterparts, each of which shall be deemed to be original.

9. Severability: If ay provisions of this Agreement is invalid or unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provisions and such provisions shall be inoperative and shall not be part of the consideration

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moving from either party to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein.

10. Miscellaneous: All notices which are required to be given hereunder shall be in writing and shall be sent to the address as the parties may notify each other. Any such notice may be delivered personally or by speed post and shall be deemed to have been served if by personal delivery when delivered; if by speed post after receipt of return acknowledgement.

11. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the matters dealt with herein. No variation of this Agreement shall be valid unless made by one or more instruments in writing and signed by each of the parties hereto. However after approval of plan, the document between the owners and developers shall be executed specifying the respective share and shall be deemed as part of this agreement and apart from that, the amenities and specification to be provided in the project and the same shall be mentioned in the second agreement along with the distribution of share.

12. Amendment: That, if the situation so desires the contract can be modified, altered or amended by both the parties affecting the basic structure of it.

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W. Surendra Behera

13. The details of the project including specification area and building amongst the Landowner/1st. Party and Developer/2nd.Party as per attached drawing.

14. That the distribution of construction area and building amongst the Landowner/1st. Party and Developer/2nd. Party as per attached drawing.

Total 8 nos of Flat have been constructed out of which 4 nos of Flats are in the share of Landowner while the other 4 nos of Flats are in the share of Developer and as agreed the First Party / Landowner shall take possession of First Floor and Second Floor in Block-C comprising area of 1256 Sq.ft each and First floor and Second Floor in Block-D comprising 904 Sq.ft. each Similarly the Developer shall possess and retain First Floor and Second Floor of Block-A comprising 909 Sq.ft. each and First and Second Floor in Block-B comprising 1255 Sq.ft. each as per the attached plan.

It has also been agreed to build Taza inside each room and one Loft in each flat. The Landowner and Developer shall have the every right to possess their share of flat with all right, title, interest in their favour and can use or disposed of the same according to their free will. After completion of the project the Developer shall issue letter of possession of the Flats of Landowner for his needful.

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W. Dandeswar Mohapatra

D. Surendra Behera

The landowner shall exclusively use the area of Block-C and Block-D and he will have access to his flats from the entrance gate.

The main gate and service gate are to be use in common by Landowner and Developer and assignees. Similarly Lift and stair Case to be used in common. Parking are under Block-C and D as per share of 50% shall be used by the Landowner and the Parking Area under Block-A & B belong to the Developer/ Second Party and his assignees and the Developer shall have every right to use and dispose off parking area according to his free will.

The purchasers of the Developer shall have no right to modify the building or to act any new extra construction in future and if any development will require for the building or construction shall be carried out on the consent of the Landowner. The roof Top of Block No A & B shall be used exclusive by the Developer and his purchasers. Similarly the Developer and his purchasers. Similarly the Roof Top of the Block-C & D shall be used exclusively by the Landowner.

That the Landowner/ 1st. Party and Developer/ Second Party shall be the absolute owner of the above flats as mentioned with all right, title interest in their favour and they shall be competent being the absolute owner shall retain the flat or dispose off the same to any intending buyer according to their free will. After completion of project the developer shall issue possession letter

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of the flats being the share of the landowner for his needful along with plan and other relevant documents.

## -:SCHEDULE OF PROPERTY:-

Dist. - Khordha, Tahasil - Bhubaneswar, Thana No. - 25, PS - New Capital, Mouza - Bhubaneswar Sahara Unit No.-39, Gadakana, Hal Khata No. 2970, Plot No. 1963, Area A.C. 0.160 decimal, Status - Sthitiban, Kisam - Gharabari,

Valuation - Rs 1,00,000/-
(Rupees one lakh) only.

**Bounded by:**

North - Durga Prasad Das,

South - Kishore Chandra Das,

East - Revenue Road,

West - Sunakar Sahu.

Makarashwaja Satpathy

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3. Dandesowar Mohapatra
4. Sureshchandra Barik

IN WITNESSES WHEREOF, the parties hereon to have set and subscribed their respective hands and seal on the day, month and year first above written in presence of the witnesses named below.

**WITNESSES:**

1- Dandeswar Mahapatra
Mahanadivihar, Nayabazar
Cuttack
dt-06-07-2023

2- Surendra Barik
Sadyarinar, Kasailgarh
BBSR
dt-06-07-2023

Makardhwaja Satpathy
**FIRST PARTY**
dt-06-07-2023

HKP INFRASTRUCTURE PVT. LTD.
Hemanta Kumar Parida
Director
dt-06-07-2023

**SECOND PARTY**

Certified that I have drafted and prepared this Agreement as per the instruction the executants who put their signatures to this Agreement; after going through and admitting its contents to be true and correct.

**Advocate, Bhubaneswar**

DETAILS OF THE PROJECT INCLUDING SPECIFICATION BRAND / MAKE OF FINISHING ITEM

i. STRUCTURAL AND ARCHITECTURAL WORK

Sub- structure:-

Earth work in excavation in all type of soil dressing and Back filling, depth of excavation shall be as per drawing.(Soil test report attached for reference).

Anti- termite treatment- pre construction Anti-termite treatment to be done as per IS standards by certified agencies, guarantee certificate to be submitted.

ii. Foundation

Foundation over 100 mm thick P.C.C. BFS as per drawing & details provided. All P.C.C, R.C.C., Shuttering, Brick Work to be done as per drawing. (all R.C.C work- coloumn Footing, pedestal casting, coloumn up to plinth, plinth Beam Casting as per drawing)

iii. Super Structure(Stilt Floor, Ground and First Floor)

All R.C.C. work, Brick works, inside and outside plaster etc. Of building, stair case roof, lift machine room / top slab of machine room less lift, over head and underground water tank to be done as per drawing.(All R.C.C. work- Column casting, Roof beam and slab casting, lintel and chhaja casting, Kitchen platform, all elevation R.C.C. work as per drawing.)

250 mm brick work & 125 mm brick work to be done as per drawing. One side rule pointing, another side flush pointing. All 125mm brick work to have continuous lintel at 2100 mm or as per drawing & 3" R.C.C. band to be provided at sill level.

External elevation work to be done as per drawing.

iv. Roof Height

As specified in the drawing for BMC / BDA Approved.

v. Over head Tank- R.C.C. type as per drawing.

vi. Elevation- As per 2D / 3D drawing.

vii. Screed Concrete – As per required specification with water proofing maintaining proper slope with haler at all corner points. Heat resistant point is to be done over screed concrete.

viii. Parapet Wall- As per design having height BMC / BDA rule.

ix. Sunken Slab

Manoradhwaja Satpathy

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W- Dandeswar Mohapatra
W- Screenlock Brick

Sunken slab to be created for all Toilets finished by neat cement punning with certified water proofing with provision of a ¾" dia spout at top of sunken slab at the outside beam. Sunken slab to be done as per drawing.

x. Water Proofing

Certified water proofing to be done in all Sunken / Dropped slab, OHT, UGR and in terrace Grading etc.

xi. Proportion / Ration

P.C.C 1:4:8

R.C.C. M-25 grade / as mentioned in drawing.

10" Brick Work 1:6 Fly Ash Bricks.

Wall Plaster – 1:6

Ceiling Plaster – 1:5

Backing / Fixing of tile in wall / floor 1:6

Chicken wire mesh 300 mm wide to be provided before plastering in vertical & horizontal

Junction of R.C.C Beam / columns & Brick work.

xii. Compound wall

As per site required with plinth protection and compound wall main gate service gate

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**Electrical Work:-**

## Electrical Wiring Work

### A. Concealed Conduit Wiring shall be made using the following material

1. ISI Mark FRLS rigid PVC conduit of reputed make.
2. 1100 volt grade FRLS PVC insulated multistandard Copper Conduit Wire of reputed makes.
3. Clip-in-type Modular Concealed GI Boxes with Modular Switches, Socket & Fan Regulators of reputed makes.
4. Double Door type MCB distribution board with RCCB & MCB of reputed Makes.

B. **Provision for TV Point**:-

1. TV Sockets shall be provided in Master Bedroom and Drawing/ Dinning with Conduit from each TV Sockets up to the L.V Shaft.

### C. Telephone & Internet Point:-

1. Telephone Socket(RJ-11) & Internet Sockets (RJ-45) shall be provided In Master Bedroom & Drawing/Dinning along with the laying of 2 pair Telephone wires & Cat-6 Cables.

### D. Standby Power Supply:-

1. 100% Common Service loads & 1KW to each flat shall be provided through a Silent DG set.

### E. Normal Power Supply:-

1. Transformer of Suitable Capacity shall be Provided for providing full Load at the Apartment.

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FLOORING AND WALL DADO

i. Flat Inside: - 600 x 600mm of make Somany VC shield series / equivalent tile in floor with 6" height Skirting,(for provision Rs.50/- Sft.).

ii. Toilet Area:- 300 x300 mm Antiskid follr tile with 300 x 450 wall tile up to 2150 mm height of Somany / equivalent make on 4 side of toilet.

iii. Kitchen Area:- Kitchen wall tile 300 x 450 mm Somany / equivalent up to 2'0" above cooking platform slab. Black granite / Lakkha red granite or equivalent shall be fixed above & side of kitchen plat form, moulding / nosing etc. Complete as per choice and approved design. Vertical supporting wall if any below counter slab.

iv. Over Dining Basin:- Somany / equivalent make white 300 x 450 mm tile 900 x 900 mm fixing Area.

v. Staircase, Landing and common passage:- 22" x 22" Good quality, uniform thickness between 18.20 mm Kota stone with 6" skirting, single piece long kota stone at stair case riser and step.

vi. Lift opening / Entrance:- Granite wall cladding including moulding and nosing to be done at front wall upto 450 mm wide on both side & height up to 8'6" side of wall up to lift door frame in all lifts and in all floors.

vii. Parking area at stilt floor :- 22" x 22" Good quality kota stone flooring.

FINISHING ITEM

Door / Window / Grill / Railing:-

i. Door Frames:- Seasoned sal wood door frame of size 2½" x 5" with teak wood leaping bead / architrave as per drawing & details at all i.e. Flat main Door , Internal doors Excluding toilet door.

ii. Flat main Door:- IS 2202 part A or Part-1 grade water proof 32 mm flush door make century Plywood / Green ply / Austin with both side 1 mm designer Laminate as per design & pattern.

iii. Internal Doors:- IS 2202 part A or Part-1 grade water proof 32 mm flush door make century Plywood / Green ply / Austin with enamel paint over wood primer.

iv. Toilet Doors:- All Toilet door provision for P.V.C. Door.

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v. Door Hardware:- Approved heavy-duty stainless steel door fittings to be provided in all doors as per drawing & requirement. Premium Aldrop, Handle, Tower bolt, Traditional hinged door stopper for internal door, Aldrop to be fixed at both side of main door.

vi. Windows:- 3 Track Aluminium sliding windows using 40 series section with 5mm thick frosted glass on 2 & stainless steel mosquito net on 1 aluminium framed shutter inside of flats, for stair case & common areas, 3Track windows having triple aluminium shutter with 5mm Frosted glass.

vii. Window Grill

MS square bar grill all windows and bath room ventilators, stair case openings. Provision for Head room door still shutter, compound wall gate and service gate.

viii. Ventilators:- All ventilators will be of 40 series aluminium section with provision of exhaust Fan at corner point & Louvers at balance part with 5mm thick frosted glass. All windows & ventilator is to be properly sealed with silicon at plaster & aluminium frame Junction to avoid water seepage.

SANITARY AND PLUMBING WORK

i. Rain water, waste water, Sewage line.- As per required size and specification, make: Supreme / Astral.

ii. Normal Waterline:- Cold water UPVC pipes, make Supreme / Astral.

iii. Hot Water line:- CPVC pipe up to 93 degree sustainable capacity make, Supreme / Astral.

iv. AC drainage line to be done as per drawing pressure testing of all plumbing lines to be done.

PLUMBING FITTINGS

i. Kitchen Sink- 24" x 18" x 8" Cera flamingo or equivalent with SS Flange or equivalent as per choice of HKP Infra.

ii. E.W.C. "P" or "S" Trap Cera slick star white 20011 with premium seat cover or equivalent. Orissa Commod "P" or "S" Trap, Cera Orissa Commod (ECO) 20042 Star white or equivalent.

iii. Cera / KEROVIT make commod and cistern (wall hung commod) and Cera wash basin for bath room.

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iv. External and Internal pipe fittings ASTRAL / Supreme make C.P. fittings.

Painting Work

(i) Internal wall and Ceiling:- Providing painting work to internal wall over 2 coats of acrylic wall putty one coat of interior primer and two coats of premium emulsion plastic paint.

(ii) Providing Asian premium painting to external wall over one coat external wall primer and two coats of apex weather coat.

(iii) Providing Enamel paint for grill and gate over one coat red oxide primer and two coats of Enamel paint.

(iv) Providing and fixing M.S. grill for windows square bar of 12mm and Head room door.

(v) stainless steel hard Railing for stair case as design top 2nd top round pipe 1.5 pillar square bar pipe 4 pipe ¾ running pipe (304 graded, 16 gaze)

(vi) Provision for Passenger LIFT:- 6 person- KONE/ OTIS/ JOHNSON

Maharashtra Sat Patty

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Hemant Kumar Pandey
Director

W. Dandeswar Mohapatra
W-Surendra Barik

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BOOK NO. .....
Volume No. .....
Pages.....10.....
Being No .....
for the year 2023
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07/06/23

Schedule I Form No.39-A

# ଖତିୟାନ

ମୌଜା : ଭୁବନେଶ୍ୱର ସହର ୟୁନିଟ ନଂ-39 ଗାଡ଼କଣ
ଥାନା : ନିଉକ୍ୟାପିଟାଲ
ଥାନା ନମ୍ବର : 25

ତହସିଲ : ଭୁବନେଶ୍ୱର
ତହସିଲ ନମ୍ବର : 257
ଜିଲ୍ଲା : ଖୋର୍ଦ୍ଧା

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| 2) ପ୍ରଜାର ନାମ, ପିତାର ନାମ, ଜାତି ଓ ବାସସ୍ଥାନ | ମକରଧ୍ୱଜ ଶତପଥି ପି:ଲକ୍ଷ୍ମୀଧର ଶତପଥି ଜା: ବ୍ରାହ୍ମଣ ବା: ଲାଲବଜାର ବାରିପଦାଟାଉନ ଜିଲ୍ଲା - ମୟୂରଭଞ୍ଜ |

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ଖଜଣା ଧାର୍ଯ୍ୟ ତାରିଖ - 01/04/2015

ରାଷ୍ଟ୍ରୀୟ ସୂଚନା ବିଜ୍ଞାନ କେନ୍ଦ୍ର 06/08/2021 05:17:50 IP :157.41.130.87

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# ପ୍ଲଟର ବିବରଣୀ

ପ୍ଲଟ ନମ୍ବର : 1963

ଖତିୟାନ୍ ନମ୍ବର:

ମୌଜା : ଭୁବନେଶ୍ୱର ସହର ୟୁନିଟ

ତହସିଲ୍ : ଭୁବନେଶ୍ୱର

ଥାନା

ତହସିଲ୍ : 2

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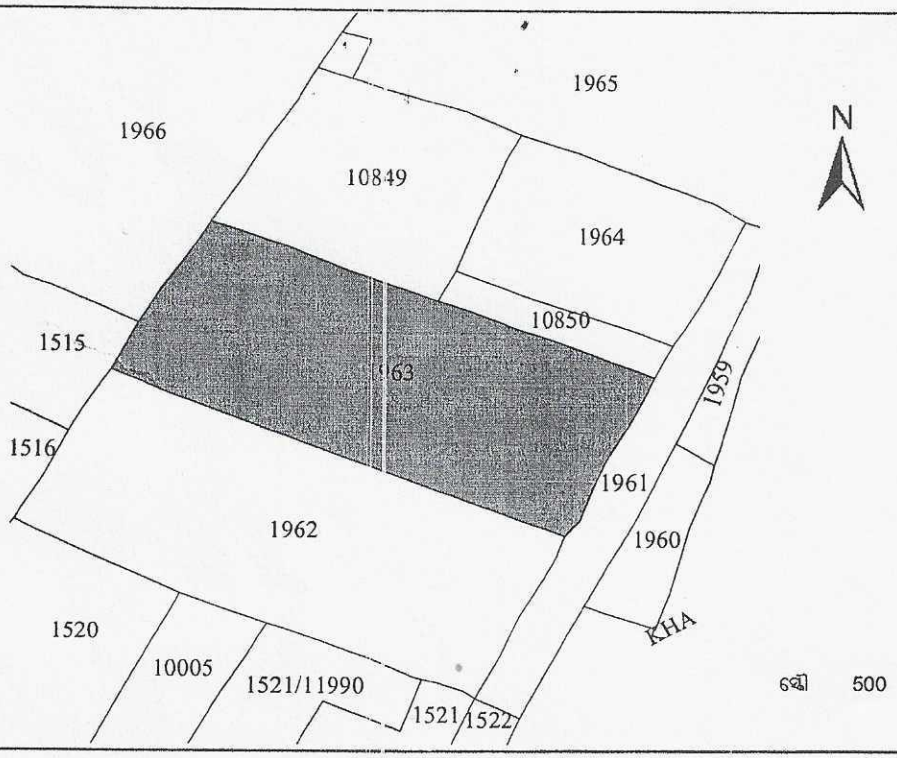
ଜିଲ୍ଲା : ଖୋର୍ଦ୍ଧା

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ଭାରପ୍ରାପ୍ତ ଅଧିକାରୀଙ୍କ ସ୍ୱାକ୍ଷର

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# Form No.25

## Nil Certificate Of Encumbrance On Property

lication No : **2021108032248**

Certificate No. : **EC1082021026002**

licant Name : **NALINIKANTA MOHANTY**

ıer Name(as per application) : **MAKARDHWAJA SATAPATHY**

ng applied to me for a certificate giving particulars of registered acts and encumbrances,if any in respect of undermentioned property :-

43367
24-9-21

| No. | Village | Khata No. | Plot No. | Area | North Boundary | West Boundary | East Boundary | South Boundary |
|---|---|---|---|---|---|---|---|---|
| | GADAKANA-25 | 2970 | 1963 | 160 Decimal1000D =1Acre | | | | |

reby certify that a search has been made in Book 1 and in the indexes relating thereto for 13 years from 01-JAN-1995 to 31-DEC-2007 for acts and encumbrances affecting the said property :hat on such search no acts or encumbrance affecting and said property has been found.

:

the properties have been described in registered documents in a manner different from the way in which the applicant has described them in the application the transactions evidenced by such nents will not be included in the certificate.

nder Section 57 of the Registration Act and Rule 137(i), persons desiring to inspect entries in the registers and indexes, or requiring copies thereof, or certificates of encumbrances on specified ırties should make the search themselves, when the registers and indexes will be placed before them on payment of the prescribed fees.

ıt as in the present case the applicant has not undertaken the search himself, the requisite search has been made as carefully as possible by the Offices but the department will not,on any nt, hold itself responsible for any errors in the results of the search embodied in this certificate.

: **KHURDA(BBSR)**

**24-SEP-2021**

Digitally signed by PRADHAN SASWAT
Date: 2021.09.24 15:03:14 +05:30

**Signature of Registering Officer**

# Form No.25

## Nil Certificate Of Encumbrance On Property

ication No : **2021108032243**

Certificate No. : **EC108202102601**

cant Name : **NALINIKANTA MOHANTY**

er Name(as per application) : **MAKARDHWAJA SATAPATHY**

43366
24-9-21

ng applied to me for a certificate giving particulars of registered acts and encumbrances,if any in respect of undermentioned property :-

| No. | Village | Khata No. | Plot No. | Area | North Boundary | West Boundary | East Boundary | South Boundary |
|---|---|---|---|---|---|---|---|---|
| | GADAKANA-25 | 2970 | 1963 | 160 Decimal1000D =1Acre | | | | |

eby certify that a search has been made in Book 1 and in the indexes relating thereto for 14 years from 01-JAN-2008 to 24-SEP-2021 for acts and encumbrances affecting the said property hat on such search no acts or encumbrance affecting and said property has been found.

:

the properties have been described in registered documents in a manner different from the way in which the applicant has described them in the application the transactions evidenced by such nents will not be included in the certificate.

nder Section 57 of the Registration Act and Rule 137(i), persons desiring to inspect entries in the registers and indexes, or requiring copies thereof, or certificates of encumbrances on specified rties should make the search themselves, when the registers and indexes will be placed before them on payment of the prescribed fees.

t as in the present case the applicant has not undertaken the search himself, the requisite search has been made as carefully as possible by the Offices but the department will not,on any nt, hold itself responsible for any errors in the results of the search embodied in this certificate.

Digitally signed by PRADHAN SASWAT
Date: 2021.09.24 15:02:43 +05:30

**KHURDA(BBSR)**

**24-SEP-2021**

**Signature of Registering Officer**

सत्यमेव जयते

**GOVERNMENT OF INDIA**
**MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

# Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that HKP INFRASTRUCTURE PRIVATE LIMITED is incorporated on this Fifth day of March Two thousand twenty-one under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U45209OR2021PTC035795.

The Permanent Account Number (PAN) of the company is **AAFCH6883C** *

The Tax Deduction and Collection Account Number (TAN) of the company is **BBNH01290C** *

Given under my hand at Manesar this Fifth day of March Two thousand twenty-one .

DS MINISTRY OF CORPORATE AFFAIRS 6

Digital Signature Certificate
PM MOHAN
ASST. REGISTRAR OF COMPANIES
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

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Mailing Address as per record available in Registrar of Companies office:

HKP INFRASTRUCTURE PRIVATE LIMITED
PLOT NO-1515/7826, SATYA VIHAR, PANDARA, RASULGARH,
BHUBANESWAR, Khordha, Orissa, India, 751010

* as issued by the Income Tax Department

HKP INFRASTRUCTURE PVT. LTD.
Hemanta Kumar Parida
Director

# Form No.25

## Nil Certificate Of Encumbrance On Property

plication No : **2021108032248**

Certificate No. : **EC1082021026002**

plicant Name : **NALINIKANTA MOHANTY**

ner Name(as per application) : **MAKARDHWAJA SATAPATHY**

43367
24-9-21

ving applied to me for a certificate giving particulars of registered acts and encumbrances,if any in respect of undermentioned property :-

| No. | Village | Khata No. | Plot No. | Area | North Boundary | West Boundary | East Boundary | South Boundary |
|---|---|---|---|---|---|---|---|---|
| 1 | GADAKANA-25 | 2970 | 1963 | 160 Decimal1000D =1Acre | | | | |

ereby certify that a search has been made in Book 1 and in the indexes relating thereto for 13 years from 01-JAN-1995 to 31-DEC-2007 for acts and encumbrances affecting the said property that on such search no acts or encumbrance affecting and said property has been found.

e :

If the properties have been described in registered documents in a manner different from the way in which the applicant has described them in the application the transactions evidenced by such uments will not be included in the certificate.

Under Section 57 of the Registration Act and Rule 137(i), persons desiring to inspect entries in the registers and indexes, or requiring copies thereof, or certificates of encumbrances on specified erties should make the search themselves, when the registers and indexes will be placed before them on payment of the prescribed fees.

But as in the present case the applicant has not undertaken the search himself, the requisite search has been made as carefully as possible by the Offices but the department will not,on any unt, hold itself responsible for any errors in the results of the search embodied in this certificate.

e : **KHURDA(BBSR)**

**24-SEP-2021**

Digitally signed by PRADHAN SASWAT
Date: 2021.09.24 15:03:14 +05:30

**Signature of Registering Officer**

BHUBANESWAR MUNICIPAL CORPORATION

FORM-II

# BHUBANESWAR MUNICIPAL CORPORATION

(See Regulation-10(1)

Letter No. **ANB/1912/2021** /BMC, Bhubaneswar

Date. **07/08/2021**

File No.**ANB210244**

Permission Under Sub-section 3 of the Odisha Development Authorities Act, 1982 (Orissa Act 1982) is hereby granted in favouor of

*Shri/smt*

**MAKARDHWAJA SATPATHY, C/O - LAXMIDHAR SATPATHY,CITICON COMPLEX,PLOT NO-1050/1946,BHAGABANPUR,MAHADEVNAGAR,PATRAPADA,KHORDA**

a) Sub-Division of land
b) Institution of Change of the use of land or building
c) Construction of a **St+2 ,** storied **Residential** building
d) Re-construction of building
e) Alteration or addition to the existing building_____

Specify in respect of Rev. Plot No- **1963**, Khata No. **2970**

Drawing No._____ Village **Gadkana** of Bhubaneswar Municipal Corporation area subject to following condition/restriction

i. The land/building shall be used exclusively for **Residential** Purpose and the uses shall not be changed to any other use without prior approval of this Authority.
ii. The development shall be undertaken strictly according to plans enclosed with necessary permission/endorsement
iii. Parking space measuring **402.376** Sq. Mtr. As shown in the approved plan shall be left and no part of it will be used for any other purpose.
iv. The land over which construction is proposed is accessible by an approved means of access **4.57mtr.** in width.
v. The land in question must be in lawful ownership and peaceful possession of the applicant.
vi. The permission is valid for a period of three years with effect from date of its issue.
vii. Permission accorded under the provision of section 16 of ODA Act, cannot be constructed as evidence in respect of right, interest of plot over which the plan is approved.
viii. Any dispute arising out of land record or in respect of right, title, interest after this approval, the plan shall be treated automatically canceled during the period of dispute.
ix. _____9_____ No of trees to be planted in the land.
x. The applicant shall free gift **1.75** mtr. Wide strip of land to the **Bhubaneswar Municipal Corporation** for further widening of the road to the standard width.

APPROVED BY BHUBANESWAR MUNICIPAL CORPORATION

| Purpose | Amount | Amount in Words |
|---|---|---|
| Scrutiny Fees | 10.00 | Rupees ten only |
| Construction Workers Welfare Cess | 240,731.00 | Rupees two lakh forty thousands seven hundred and thirty one only |
| Sanction Fees | 18,794.00 | Rupees eighteen thousands seven hundred and ninety four only |
| EIDP | 240,731.00 | Rupees two lakh forty thousands seven hundred and thirty one only |

Total plot area : **645.45 sqmt. Net Plot Area - 633.327 sqmt.**
FAR : **1.34**

| Category | Area(sqmt) | Front set back(mt) | Rear set back(mt) | Left setback(mt) | Right setback(mt) |
|---|---|---|---|---|---|
| Stilt Floor | 417.636 sqmt. | 2.536mt | 2mt | 2.05mt | 2.05mt |
| Stilt Floor Service Area | 15.26 sqmt. | | | | |
| 1st floor | 417.636 sqmt | | | | |
| 2nd floor | 417.636 sqmt | | | | |

Total built up area : **1252.908 sqmt.**

**BY ORDER**
PATNAIK LINGARAJ PRASAD
Digitally signed by PATNAIK LINGARAJ PRASAD Date: 2021.08.17 17:48:36 +05'30'
**City Planner**
**Bhubaneswar Municipal Corporation**

APPROVED BY BHUBANESWAR MUNICIPAL CORPORATION

# Valuation Report

Application No- **1082309349**

Registration Office- **KHURDA(BBSR)**

## DEED DETAILS

Application Type- **AGREEMENT OF SALE WITHOUT POSSESION**

Status- **Pending for Fee collection**

| Application No. | Execution Date | Presentation Date | Book No. | No. of Pages | Registration No | Registration Date | Communication Mobile No |
|---|---|---|---|---|---|---|---|
| 1082309349 | 06-JUL-23 | 06-JUL-23 | 1 | 28 | | | 9437009690 |

FEE DETAILS (In `.)

Stamp Duty : 10
Consideration Amount : 100000
Benchmark Value : 9120000

Registration Fee : 0
A(10): 2000
Incidental Fee Details
User Charges : 395

☐ STAMP ☐ E-STAMP ☐ FRANKING

☐ CASH ☐ CHEQUE ☐ DD ☐ POS
☐ NEFT ☐ RTGS ☐ IMPS ☐ IFMS

☐ CASH ☐ CHEQUE ☐ DD ☐ CHALLAN ☐ POS
☐ NEFT ☐ RTGS ☐ IMPS ☐ IFMS

FIRST PARTY DETAILS

| Name | Relation | Relation's Name | Gender | Age | Profession | Caste | Interest/Type | Presenter | Signed | Present Address | Mobile No |
|---|---|---|---|---|---|---|---|---|---|---|---|
| SRI MAKARDHWAJA SATPATHY | FATHER | LATE LAXMIDHAR SATPATHY | MALE | 66 | RETD. GOVT. SERVANT | General | FIRST PARTY/SELF | YES | YES | AT. PLOT NO. 1050/1946, MAHADEVNAGAR, BHAGBANPUR, PO. PATRAPADA, PS. TOMANDO, DIST. KHORDHA, PIN - 751019 | 9938210902 |

SECOND PARTY DETAILS

| Name | Relation | Relation's Name | Gender | Age | Profession | Caste | Interest/Type | Presenter | Signed | Present Address | Mobile No |
|---|---|---|---|---|---|---|---|---|---|---|---|
| HKP INFRASTRUCTURE PVT LTD ITS DIRECTOR HEMANTA KUMAR PARIDA | | | | 54 | | GENERAL | SECONDPARTY/INSTITUTION | | | AT. PLOT NO. 1515/7826, SATYA VIHAR, PO. RASULGARH, BHUBANESWAR, DIST. KHORDHA | |

| Representative Name | Institution Name | Representative Address | Representative Designation |
|---|---|---|---|
| HKP INFRASTRUCTURE PVT LTD ITS DIRECTOR HEMANTA KUMAR PARIDA | HKP INFRASTRUCTURE PVT LTD | AT. PLOT NO. 1515/7826, SATYA VIHAR, PO. RASULGARH, BHUBANESWAR, DIST. KHORDHA | DIRECTOR |

IDENTIFIER DETAILS

| Name | Father/Husband's Name | Address | Gender | Age | Profession | ID Proof |
|---|---|---|---|---|---|---|
| DANDESWAR MOHAPATRA | ISWAR CHANDRA MOHAPATRA | AT. PLOT NO. 1187, NAYABAZAR, CUTTACK - 753004 | MALE | 0 | Others | O |

PROPERTY DETAILS

| District | Village/Mouja-Thana | Khata | Plot | Area | Kisam Type | MarketValue | Sabak Khata No. | Sabak Plot No. |
|---|---|---|---|---|---|---|---|---|
| KHURDA | GADAKANA-25 | 2970 | 1963 | 0.16 Acre ( 160Decimal ) | GHARABARI | 9120000 | Not Available | Not Available |

| East | West | North | South | Property Transaction Details |
|---|---|---|---|---|
| REV.ROAD | SUNAKAR SAHU | DURGA PRASAD DAS | KISHORE CHANDRA DAS | AGREEMENT AREA A 0.160 DEC. |

The total transacted area is:0.16 acre(s).

☐

I have no objection in authenticating myself and fully understand that information provided by me shall be used for authenticating my identity through Aadhaar Authentication System for the purpose stated above and no other purpose.

**APPLICATION ID CREATED BY :** PRAKASH RANJAN ACHARYA
**DOCUMENT ENTERED BY :** RASMI RANJAN MALLIK