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Rajshree Patnaik

Sivananda Prasad Nanda

Rajesh Kumar Nayak

Rita Panigrahi

AGREEMENT FOR DEVELOPMENT OF LAND

This Deed of Agreement for Development is made on this 3rd day of December 2018 at Bhubaneswar.

BETWEEN

1. **Smt. Rajshree Patnaik**, aged about 52 years, W/o-Sri Prasant Kumar Patnaik, resident of Plot No-N1/99, I.R.C. Village, Nayapalli, Bhubaneswar, Dist-Khurda, Aadhar No. 6966 9672 0545, PAN-CCGPP6545M, **Mob:- 9437807577**, 2. **Sri Sivananda Prasad Nanda**, aged about 58 years, S/o-Sri Radhashyam Nanda, resident of Plot No-N1/136, I.R.C. Village, Nayapalli, Bhubaneswar,

Rajshree Patnaik
Sivananda Prasad Nanda

Rita Panigrahi
M/s. Laxmi Intra Venture (P) Ltd.

Rajesh Kumar Nayak
Managing Director

Kasi Raj Guly
Deepak K. Panda



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Jagyneshwar Acharya
Notary Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No. 7791/2009
Mob. 9861006174

Dist-Khurda, Aadhar No. 7524 3291 8375, PAN-AAMPN9134C, **Mob:-9437095858** & **3. Smt. Reeta Panigrahi**, aged about 46 years, W/o-Sri Srivananda Prasad Nanda, resident of Plot No-N1/136, I.R.C. Village, Nayapalli, Bhubaneswar, Dist-Khurda, Aadhar No. 2908 6978 5262, PAN-ABMPP6095R, **Mob:-7381025858** (Hereinafter called as 1st Parties/Land Owners which expression unless excluded by or repugnant to the subject or context shall deem to mean and include their legal heirs, representatives, successors, administrators, executors, agents and assigns) Hereinafter called the owner of the **FIRST PART.**

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Sivananda Prasad Nanda
Rita Panigrahi

AND

M/S. LAXMI INFRA VENTURE (P) LTD. a company incorporate under the Companies Act, 1956 having its Regd. Office at Plot No-315, Po/Ps-Saheednagar, Bhubaneswar, Dist-Khurda, having CIN-U70101OR2011PTC013564 & company Pan No-AACCL0256A represented by its Managing Director **MR. RAJESH KUMAR NAYAK**, aged about 37 years, S/o-Sri Surendra Nayak, having Aadhar No-9579 0419 0507, **Mob:-9439201387** (Hereinafter referred to as "2nd Party/Promoter/Developer" which expression unless repugnant to the context or meaning thereof shall mean and include its successors, executors, administrators and assigns) of the **SECOND PART.**

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

WHEREAS, the 1st Parties/Land Owners are the absolute, bonafied & recorded owners of the property under Mouza-Rudrapur, having Mutation Khata No-412/124, 412/125 & 412/144, total Area-Ac.0.820 decimals (which details described below as Schedule of Property) and the 1st Parties are in peaceful possession over the said property from the date of purchase.

WHEREAS, the 1st Parties/Land Owners after obtaining mutation ROR paying Government Rent and obtain receipts thereof.

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WHEREAS, in this way 1st Parties/Land Owners being absolute owner having all sorts of right, title and interest over the same and the 1st Parties/Land Owners further declare and undertakes that the below schedule property is free from all litigation, disputes, lien, charges and encumbrances in any manner whatsoever.

WHEREAS, the 1st Parties/Land Owners declared that, the 1st Parties/Land Owners shall have no right to sale, mortgage, gift, will or enter into any agreement with anybody other than the 2nd Party after execution of this deed of Development Agreement. 1st Parties/Land Owners further declared that no agreement for development, agreement for sale, mortgage or any charge with anybody in force before execution of this deed of Development Agreement with the 2nd Party.

WHEREAS, the present 1st Parties/Land Owners have made up their mind to construct a multistoried building i.e. residential/commercial over the below schedule property and came to know that 2nd Party **M/S. LAXMI INFRA VENTURE (P) LTD.**, is a renowned Developer/Builder in Odisha and engaged in the business of developing, promoting and construction of the apartments and also agreed to undertake the said development and construction work, so on proposal both the parties have agreed regarding development of multistoried residential/commercial building over the below schedule property with terms and conditions agreed upon.

WHEREAS, the Second Party/Developer has duly verified the land records and all other relevant documents regarding ownership of 1st Parties/Land Owners and the below schedule property has been duly demarcated along with boundaries in presence of both the parties.

Rajhna Pattnaik
Sivaram Prasad Nayak
Rita Panigrahi

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

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

ARTICLE-1 (DEFINITION):-

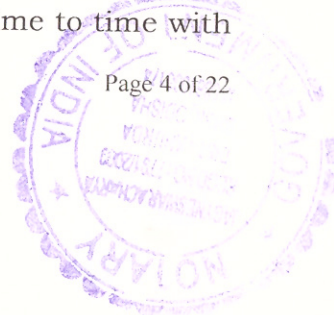
Unless in these presents there is something in the subject or contest inconsistent therewith:-

- i) Property shall mean the entire land as described in the schedule appended hereto.
- ii) Building shall mean the building to be constructed/erected over the said property as per Bhubaneswar Development Authority's, Bhubaneswar Municipal Corporation approved plan.
- iii) Owners Smt. Rajshree Patnaik, Sri Sivananda Prasad Nanda & Smt. Reeta Panigrahi will include their successors, heirs, legal representatives and assigns etc.
- iv) Developer M/s Laxmi Infra Venture (P) Ltd., shall include it's Managing Director, directors successors, executors, administrators and assigns etc.
- v) Common facilities shall mean and include corridors, common passage, stair case, lift, 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.
- 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

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Sivananda Prasad Nanda
Reeta Panigrahi

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

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Bhubaneswar, BBSR, Dist-Khorda
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the approval of competent authority/authorities for the purpose of constructing the building(s).

- vii) Units shall mean a portion of the floor space including wall 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.

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Handwritten signature: Sivananda Prasad Nayak
Handwritten signature: Ritesh Panigrahi

ARTICLE-2(COMMENCEMENT):-

This Agreement for Development shall commence on 3rd day of December 2018 at Bhubaneswar.

ARTICLE-3 (CONSTRUCTION):-

- i) **That**, the Developer/2nd Party agreed to develop the said property at their own risk, responsibilities, cost and expenses and with his own resources after obtaining the requisite permissions, sanction and approvals from authorities concerned and thereafter to construct thereon the proposed building(s). The owner agreed in accordance with this agreement, to place the physically and actual vacant possession of the said property and to irrevocable vest upon the Developer/2nd Party the unfettered right to prepare and submit building plan/plans before the authorities and obtain requisite permissions, 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

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

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Handwritten signature: Deepak K. Panda



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Authority/Bhubaneswar Municipal Corporation/ORERA. The building shall be of first class construction based on the specifications conforming to ISI code of civil engineering practice as per drawing.

iii) **That**, the Developer/2nd Party at their cost and expenses shall apply to the Bhubaneswar Development Authority/Bhubaneswar Municipal Corporation/ORERA for the requisite clearance, permission to construct/erect super structure on the below property in accordance with the zonal plans in force for the said area.

iv) It shall be the responsibility of the Developer/2nd Party to submit, pursue and follow-up the plan & permission to be sanctioned by the Bhubaneswar Development Authority/Bhubaneswar Municipal Corporation/ORERA.

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 to be on account of Developer/2nd Party.

b) The requisite fees for sanction of the plan(s) shall be borne by the Developer/2nd Party.

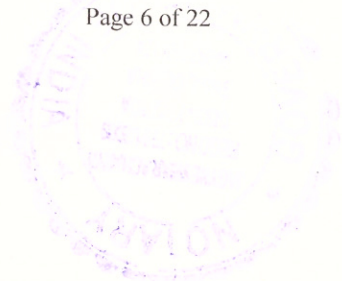
c) To expedite sanction of such plan or plans shall be the responsibility of the Developer/2nd Party.

v) The 2nd Party/developer/promoter 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

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M/s. Lexmi Infra Venture (P) Ltd.
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Managing Director

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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/developer/promoter.

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Sivanand Pathrao Needs
Rita Panigrahi

- vi) The said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the 2nd Party/developer/promoter and/or their agents, staffs, contractors etc.
- vii) The 2nd Party/developer/promoter shall comply with the requirements and requisition of the Bhubaneswar Development Authority/Bhubaneswar Municipal Corporation and/or 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) The 2nd Party/developer/promoter shall make their best endeavors to complete/finish the said building in all respects so as to benefit for occupation/habitation within 30 (Thirty ~~30~~) months + 6 (Six) Months grace period from the date of obtaining necessary approvals from BDA/BMC/ORERA and other Government authorities without fail unless the time for the subject purpose is extended by mutual consent of parties unless prevented by reasons beyond the control of the Developer/2nd Party, including force majeure conditions of acts of God, earth

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

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quake, civil commotions, strike, riots and litigations rationing cement, steel, rod or any notice of notification of the Government and/or restraint order issued by any court or public authority for stoppage of construction work etc., however 2nd Party/Developer shall start construction soon after permissions/statutory clearances/no objections from concern departments.

Rajshree Patrao
Sivaraman Prasad Nayak
Rita Panigrahi

ARTICLE-4 (OWNER'S OBLIGATIONS):-

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

1. **That**, the 1st Parties/Land Owners shall execute and register Irrevocable General Power of Attorney in favour of the second party granting right to sale his proportionate share i.e. sale of the flats/commercial unit with proportionate undivided rights, title and interest over below schedule property after development.
2. **That**, the 1st Parties/Land Owners hereby declared that they have demarcated the below schedule property after proper measurement\demarcate by fixing stone pillars boundary of the schedule property and accordingly as per such, measurement\demarcation the owners handed over physical possession of the schedule property to the Second Party today.
3. **That**, the Land1st Parties/Land Owners handed over all relevant original documents/Record of Rights/title deeds/conveyance deed/rent receipts relating to the schedule property to the 2nd Party to keep those documents in their custody till end of project and it is further agreed that the 2nd Party will hand over all attested true copies of those documents to the Land1st Parties/Land Owners

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

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and after end of project the 2nd party/Developer will hand over those documents to the registered society in presences of 1st Parties/Land Owners.

4. **That,** it is declared by the 1st Parties/Land Owners, that there is no civil or criminal litigation is pending in the appellate forum or in the High court or any court of law over schedule below property till today.
5. **That,** it is specifically agreed by the parties hereto that the 1st Parties/Land Owners have granted exclusive right of Development of the schedule property in favour of the second party/ developer. Accordingly the parties hereto decided to determine the respective proportionate share of the building as 38% of super built up and saleable area/building allotted in favour of 1st Parties/Land Owners and similarly 62% of super built of area and salable area/building allotted in favour of developer/second party. Thus the allocation of share is made 38:62 % of the super built of area/building and facilities between the owner and 2nd Party/Promoter/Developer respectively. The parties are further agreed that the aforesaid allocation of super built area of building i.e. 38:62% shall be allotted in each and every floor of the building between the parties with proportionate right, title and interest including the undivided proportionate share in the land and it is further agreed by the parties that allocation of the flats will be made in clock wise manner or in a manner mutually agreed upon. The right to use the parking over the schedule property shall be allotted by the 2nd Party/Promoter/Developer in consultation with 1st Parties/Land Owners after end of construction of project with all amenities and the

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Prasad Nanda

Rita Panigrahi

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

Ramesh Kumar Nayak
Managing Director

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parking are share is also allocated with ratio 38:62% between the parties.

6. **That,** it is agreed by the parties that the 1st Parties/Land Owners have agreed to received refundable/adjustable security money of Rs.1,00,00,000/- (Rupees One Crore) only out of which the 1st Parties hereby admitted and acknowledge regarding receiving of part refundable/adjustable security money of Rs.10,00,000/- (Rupees Ten Lakhs) only out of which Rs.5,00,000/- (Rupees Five Lakhs) in shape of cheques vide No-017783, dated 09.10.18 in favour of 1st Party No-1, Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand) only vide No-017780, dated 09.10.18 in favour of 1st Party No-2 & Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand) only vide No-017781, dated 09.10.18 in favour of 1st Party No-3 all cheques are drawn on ICICI Bank, Main Branch, Bhubaneswar from the 2nd Party & moreover it is further admitted regarding receiving further part refundable/adjustable security money of Rs.40,00,000/- (Rupees Fourty Lakhs) only i.e. out of which Rs.20,00,000/- (Rupees Twenty Lakhs) in shape of cheques vide No-000032, dated 03.12.18 in favour of 1st Party No-1, Rs.10,00,000/- (Rupees Ten Lakhs) only vide No-000033, dated 03.12.18 in favour of 1st Party No-2 & Rs.10,00,000/- (Rupees Ten Lakhs) only vide No-000034, dated 03.12.18 in favour of 1st Party No-3, all cheques are drawn on Kotak Mahindra Bank Ltd, Janpath, Bhubaneswar from the 2nd Party.
7. **That,** it is agreed by the parties that the 2nd Party will further pay balance refundable/adjustable amount of Rs.50,00,000/- (Rupees Fifty Lakhs) only after obtaining NOC, permission relating to

Rajshree Pattnayak
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Rita Parigrahi

M/s. Laxmi Intra Venture (P) Ltd.
Bijesh Kumar Nayak
Managing Director

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building approval from BDA/BMC/ORERA Authorities as per the ratio decided by the 1st Parties/Land Owners.

- 8. **That,** the owners shall at the request and cost of the Developer sign and execute papers, documents, applications for approval of the building plans from any authority or authorities or department or departments if required from time to time.
- 9. **That,** the 1st Parties/Land Owners will execute the sale conveyances or deeds in favour of the intending flat owners towards share of 2nd Party/Developer if required without taking any consideration money.
- 10. **That,** the 1st Parties/Land Owners shall not make any disturbances/obstruction/interference/hindrance in any manner to the developer in its progress of construction over below schedule property if so made the same shall be declares as illegal, arbitrary and unlawful.
- 11. **That,** it is further agreed that the 1st Parties/Land Owners shall not demand any more share from this date except the share agreed upon here at any circumstances, similarly the 1st Parties/Land Owners shall not demand more security money in any manner.
- 12. **That,** the 1st Parties/Land Owners shall not sale, transferred mortgage or charged in any manner in respect of the schedule property or any part thereof except 38% of the super built-up area allocated in his favour by virtue of this agreement and the owner First Party shall not enter into any agreement for development in respect of schedule property with anybody else and shall not do any act, deed or things where by the developer/second party may be prevented from selling, assigning,

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Rajesh Kumar Nayak
Managing Director

Kabi Raj Acharya
Deepak K. Panda.



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developing or disposing of their allocation and other acquisition of the share of the building.

- 13. It is further agreed by the land owners that if any dispute arises during the construction period regarding question of right, title and interest over below schedule property then the 1st Parties/Land Owners will face the consequences thereof and try to resolve the same as quick as possible otherwise second party will be compensated thereof as per actual.
- 14. The 1st Parties/Land Owners have the right to inspect the said construction at all reasonable times by giving proper intimation to the second party.
- 15. The 1st Party/Land Owner or their allotted purchasers agreed to pay all taxes, cess, rent, GST or any other taxes applied by State Government or Central Government prior to taking their respective share

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

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

- 1) The Project work shall be commenced with effect from the date of signing and execution of this agreement and construction will start after the date of the approval of the building plan by the BDA/BMC & ORERA after getting all statutory permissions, compliance, clearances & No objection certificates.
- 2) The developer entitled to have a map or plan sanction in the name of the owner and developer 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 building over the schedule

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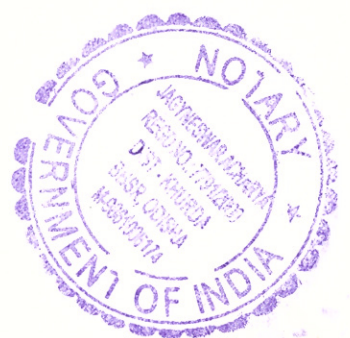
property. However the 2nd party / developer take all the responsibility and liabilities for getting such permission / approval / no objection etc. from the concern authorities at their own cost and expenses.

- 3) **That**, the 2nd party/builder have right to advertise, market, book, sale or offer for sale or invite persons to purchase towards 62% of its share in the entire project by executing necessary deeds or deed of conveyance or sale deeds and also hand over physical possession thereof.
- 4) The developer shall be entitled to deal with their share of 62% of super built up area/building with proportionate undivided right, title and interest of the schedule property exclusively and execute any deeds such as agreement for sale / transfer alienation for which no further consent of the owners shall be required to execute conveyance or lease or mortgage or the charge as may be necessary or be required from time to time by the developer in respect of the developer shares exclusively. The developer being the constituted attorney of the owners shall have all such power to sign and execute such documents deeds and instruments as the case may be on behalf of the owner in respect of the developer share only. However the right of developer shall be confined to 62% from the entire project development over the schedule property and they shall not be entitled to deal with the owner's share of 38% in the project on the schedule property in any manner what so ever.
- 5) It is further agreed by the developer that they shall develop the below schedule property and construct the purposed building/apartment over the schedule property at their own risk and cost.

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Rajendra Prasad Nanda
Sivananda Prasad Nanda
Rita Panigrahi

M/s. Lexmi Intra Venture (P) Ltd.
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Bijay Kumar Nayak
Managing Director

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Bhubaneswar, Odisha, BBSR, District
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- 6) The developer shall not sale, transferred mortgage or charged in any manner in respect of the schedule property or any part thereof except 62% of the super built of area/building allocated in their favour by virtue of this agreement and shall not do any act, deed or things where by the land owner may be prevented from selling, assigning or disposing of their allocation of the share of the building.
- 7) Having agreed by the parties hereto, the second party / developer shall take prompt action for completion of construction of building within 30 (Thirty) months + 6 (Six) Months grace period from the date of obtaining all necessary approvals from BDA/BMC/ORERA and permissions & no objection certificates from other Government authorities without fail unless the time for the subject purpose is extended by mutual consent of parties. The second parties / builder / developer confirm that they shall utilize best materials and shall make construction according to the approved plan without deviation. That, the second party developer shall get the building plan approved, complete the project as per approval from BDA/BMC/ORERA and in no case the completion of the project shall extend beyond 48 (Forty Eight) months from the date of approval without fail unless the time for the subject purpose is extended by mutual consent of parties.
- 8) **That,** in case of any further delay except the above conditions the developer/2nd Party will pay compensation on monthly to the 1st Parties/Land Owners at Rs.1/- (Rupees One) only per Sqft. extent to their share.
- 9) **That,** it is further agreed that after the end of project with all amenities the second party will voluntarily made Possession Hand over Letter as per terms and

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Rita Panigrahi

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Managing Director

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Deepak K. Panda.



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conditions of Agreement in favour of first parties/Land Owner.

- 10) **That,** the second party developer shall get the building plan approved, complete the project as per approval from BDA/BMC and RERA hand over possession of the owner's share to the 1st Parties/Land Owners within the stipulated time.
- 11) **That,** the second Party undertakes not to violate or contravene any terms and conditions of Agreement for Development and Power of Attorney or any statutory provisions, rules, regulations etc.

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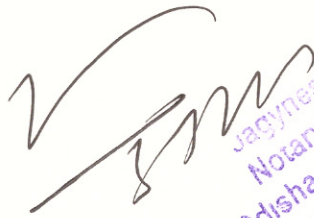
ARTICLE-6 (CONSIDERATION):-

- 1) **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. 38% of the Land Owners and 62% of the 2nd Party/ Builder in orderly manner in the entire project.
- 2) The parties hereto i.e. the developer/2nd Party, the owners hereby mutually agree that in order to and for the purpose and in the process of proportioning the saleable areas in the allocated shares of 38% and 62% 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

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

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Deepan K. Panda




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mode of computation of the compensation payable in such situation by mutual agreement/consent.

- 3) **That,** the builder and the owners will enter into agreement to dispose of the saleable built up areas coming under their respective shares as agreed to under this agreement at an agreed common rate at any specific point of time. The parties ensure that at no point of time any one of them will agree to sell any area out of their respective shares at any rate different from the rate mutually agreed upon. The land owners shall not entitle to claim money in exchange of his respective share or any part thereof.
- 4) **That,** in consideration of the terms hereby agreed upon the owners convey, assign and absolutely vest upon the developer/promoter the right of development/construction on the said property and also their rights to enter into agreement to sell, transfer and assign 38% of the constructed space/built-up areas in the said building together with proportionate interest in the land at such rate as may be determined by both the developer and the owner on such terms and conditions as they may decide.
- 5) **That,** the developer/Promoter shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works at their own risk and responsibilities and the owner will not have any objection for the same at the developer liability and risk.
- 6) **That,** the owners hereby agree to ratify and conform all acts, the developer/2nd Party 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 impartible share in the land and/or units in the said proposed building

Register Patman
Livananda Prasad Nanda
Rita Panigrahi

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

Kabi Kalyan Anand
Deepak K. Panda



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GOVERNMENT OF ODISHA
District Govt. of Khurda
BBSR, Dist-Kh.
Regd. No. 7791/2009
Mob - 9861006174

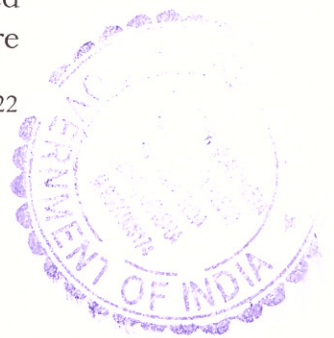
by virtue of this agreement on receipt of consideration amount/construction cost.

- 7) **That,** the owners 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 Developer/2nd Party to facilitate the construction of the proposed building on the said plot of land in accordance with the terms and conditions of the agreement.
- 8) **That,** the owners shall remain liable to encumbrance, if any in respect of the said land up to the date of this agreement, the developer/promoter remaining liable for all encumbrances/ liabilities created after this date, in relation to the land or proposed construction.
- 9) **That,** the owners and developer/promoter 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 damaged if any.
- 10) **That,** the 2nd Party/developer during the course of construction of the project building may make any alteration, charges, 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 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 the said liability shall be borne by the Developer/2nd Party.
- 11) **That,** the 1st Parties/Land Owners or their allotted flat owner, after completion of the project and before

Rajshree Pattnaik
Srinivas Prasad Nayak
Rite Panigrahy

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

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Deefan ke Poda.



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Jagdishwar McNarya
Notary Govt. of India
Jatshila Bazar, Dist-Khurd,
Regd. No. 7791/2009
Mob - 9861006174

taking physical possession of the owner's share will 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 which will be decided by the Developer and / or the society which will apply to all apartment purchasers in addition to the owner.

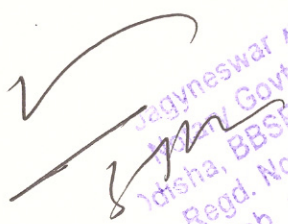
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Rajshree Pattnaik
Sivananda Prasad Nayak
Rita Panigrahi

- 12) **That**, the owners also agreed with the conditions of second party to apply for services such as electricity, internet, cable television etc. individually for each apartment with the appropriate authorities at their own cost and expenses. They will be responsible for the maintenance and all payments for securing the connection and for continuity of the services.
- 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/2nd Party will exclusively maintain the project for 1 (one) year from the execution of sale deed to first flat owner.
- 14) **That**, it is agreed by the parties, that after end of project the said building is particularly named as "**Laxmi Annex**".
- 15) **That**, it is also agreed by the parties that, in future the 2nd Party/Developer may construct additional floors at its own cost and risk with consent of 1st Parties/Land Owners subject to necessary approvals from BDA, BMC, ORERA or other allied departments having 38%:62% share each and it is agreed that both party will bear the Govt. Fees and duties respectively.

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

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Kashi Prasad Guly
Deepak Mr. Panda.




Jagynneswar Acharye
Notary Govt. of India
Jatisha, BBSR, Dist-Khurda
Regd. No. 7791/2009
Mob - 9861006174

16) **That,** it is agreed by the parties that incase the second party failed to obtain building plan approval from concern department within stipulated time then both party will jointly cancel the agreement and power of attorney respectively and the security deposit will be refunded without interest.

ARTICLE-7 (JURISDICTION):-

That in case of any type of dispute between the parties relating to this project, the same shall be resolved by the sole Arbitrator, mutually appointed by the parties or in failure by the appropriate court. The award of the Arbitrator shall be final and binding upon the parties. The place of arbitration shall be exclusively within the jurisdiction of Bhubaneswar.

ARTICLE-7 (ALLOCATION OF SHARE):-

It is agreed by the parties that, both parties will enter into allocation of flat agreement after necessary building approval from BDA/BMC/ORERA.

ARTICLE-8 SCHEDULE OF PROPERTY

Dist-Khurda, Tahasi-Bhubaneswar, Mouza-Rudrapur, Ps-Balianta,

1. Khata No-412/124, Plot No-620, Area-Ac.0.180dec., Plot No-621, Area-Ac.0.080dec. Kisama-Gharabari, Status-Stitiban. **(Recorded owner 1st Party No-1 & 2).**
2. Khata No-412/125, Plot No-616, Area-Ac.0.090dec., Plot No-615, Area-Ac.0.090dec. Kisama-Gharabari, Status-Stitiban. **(Recorded owner 1st Party No-1 & 2).**
3. Khata No-412/144, Plot No-617, Area-Ac.0.380dec. Kisama-Gharabari, Status-Stitiban. **(Recorded owner 1st Party No-1 & 3).**

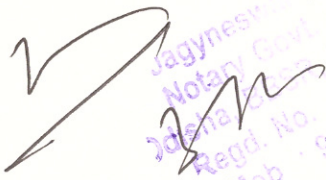
In total One Mouza, Three Khatas, Five Plots & Total Area-Ac.0.820 dec.

Kabi rag Guler
Deepak K. Parale



Rajshree Pattnaik
Livaranda Prasad Nayak's
Rita Panigrahi

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


 Jagyneshwar Prasad
 Notary Govt. of India
 District - Patna
 Regd. No. 7791/2009
 Mob - 9861006174

ARTICLE-9 (BUILDING SPECIFICATIONS)

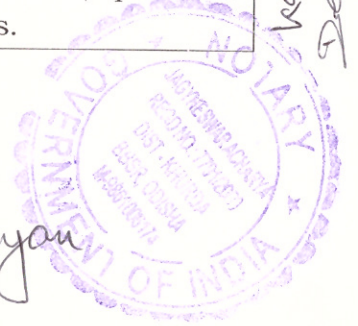
SUPER STRUCTURE	RCC framed structure designed for earthquake resistance
WALL FINISH	
Internal	Birla White Putty or equivalent make
External	Combination of tiles, textured paint and weather coat acrylic emulsion paint
FLOORING	
Lobby/Living/Dining/Bedroom	Premium porcelain vitrified floor tiles
Staircase	Granite
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 sink with good quality CP sanitary fittings
TOILETS	
Walls	Premium ceramic tiles upto ceiling level 7' or 8'.
Flooring	Premium quality anti skid tiles
Fittings	Granite counter, sanitary fixtures of International make, C.P. fittings of I.S.I Standard.
BALCONY	Premium quality floor tiles, Safety railing
WINDOWS	UPVC Windows or Powder coated/Anodized aluminum windows
DOORS	
Internal Door	Sal wood frame, Flush door/Panel door
External Door (Main Door)	Sal wood frame, Teak veneered and Polish shutter.
Toilet Door	P.V.C Door.
ELECTRICAL	Copper electrical wiring throughout in concealed conduit with provision for light points, AC, TV, Internet and Telephone & premium modular switches.

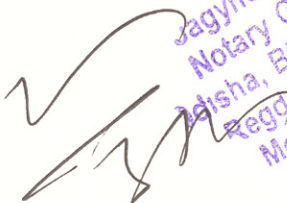
kebi 1205 Crdly
 Deepak K. Panda

Rajkumar Patnaik
 Sivarama Prasad Meads
 Rite Panigrahi

M/s. Laxmi Infra Venture (P) Ltd

Rajesh Kumar Nayak
 Managing Director




 Jagyneshwar Moharyya
 Notary Govt. of India
 Odisha, BBSR, Dist-Khurd
 Regd. No. 7791/2009
 Mob - 9861006174

MAIN LIFT LOBBY	Elegantly decorated Lift wall cladding in Granite or designer stone.
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 3rd December 2018 at Bhubaneswar.

Witnesses:

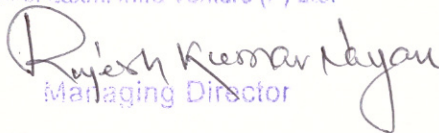
1.
 Kabi Raj Guly
 Kabi Guly
 Unit 8 Panigrahi
 P/te 132 BBSR

Rajshree Patraik
 Sivananda Prasad Nauds
 Rita Panigrahi;


Signature of the 1st Parties/Land Owners

2. Deepak K. Panda.
 Sp - R. N. Panda.
 2 RBF-19/1, Unit-9
 Bhubaneswar-22

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


 Managing Director

Signature of the Second Party


 Jagyneshwar Moharyya
 Notary Govt. of India
 Odisha, BBSR, Dist-Khurd
 Regd. No. 7791/2009
 Mob - 9861006174

[Handwritten Signature]
Notary Public
Notary Govt. of India
Jodisha, BBSR, Dist-Khurd.
Regd. No. 7791/2009
Mob : 9891056174

CERTIFICATE

Certified that the Executant of this deed of Agreement for development of land is my clients 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.

[Handwritten Signature]

Advocate.

Rajshree Pattnaik
Sivananda Prasad Nayak

Rita Panigrahi

Prakash Infra Venture (P) Ltd.
[Handwritten Signature]
Managing Director

[Faint Notary Stamp]
Notary Public
Jodisha, BBSR, Dist-Khurd.
Regd. No. 7791/2009
Mob : 9891056174

[Handwritten Signature]

