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**INDIA NON JUDICIAL**  
**Government of Odisha**

**e-Stamp**

**Certificate No.** : IN-OD04679910270936U  
**Certificate Issued Date** : 26-Sep-2022 11:23 AM  
**Account Reference** : SHCIL (FI)/ odshcil01/ BHUBANESWAR/ OD-KRD  
**Unique Doc. Reference** : SUBIN-ODODSHCIL0106381018851873U  
**Purchased by** : SAINATHEARTH MOVERS PVT LTD MD ABHAYA KUMAR PANDA  
**Description of Document** : Article IA-5(2) Agreement  
**Property Description** : MOUZA-PATIA  
**Consideration Price (Rs.)** : 1,65,00,000  
(One Crore Sixty Five Lakh only)  
**First Party** : MAMATA ROUT  
**Second Party** : SAINATHEARTH MOVERS PVT LTD MD ABHAYA KUMAR PANDA  
**Stamp Duty Paid By** : SAINATHEARTH MOVERS PVT LTD MD ABHAYA KUMAR PANDA  
**Stamp Duty Amount(Rs.)** : 3,30,000  
(Three Lakh Thirty Thousand only)



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Mamata Rout  
Abhaya Kumar Panda

**PU** 0002974738

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

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Abheya Kumar Randa  
SIGNATURE OF PURCHASER



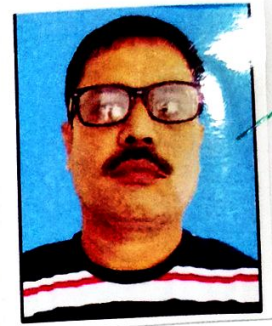
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26/9/22



Mamata Rout, 26/09/2022  
SAINATH EARTH MOVERS PVT. LTD.  
Abhaya Kumar Panda  
MANAGING DIRECTOR

Abhaya Kumar Panda

DTG of Mamata Rout  
is attested by  
Lishon  
26/9/22



DTG of Abhaya Kumar Panda attested by Lishon 26/9/22

Abhaya Kumar Panda

**JOINT VENTURE AGREEMENT**

This Memorandum of Joint Venture Agreement is executed on this 26th day of Sept. 2022 at Bhubaneswar.

BETWEEN

1,64,45,000/-

Smt. Mamata Rout, aged about 51 years, W/o- Baikunthanath Rout, Resident of At-Jaypur, P.S.- Baranga, Dist.- Cuttack, Odisha, AADHAR No.- 461100843652, PAN No.- BIWPR339A, Mobile No.- 9437211061, (Hereinafter called the LAND OWNER/ FIRST 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.

Baikuntha Nath Rout  
Sivananda Rout

REGISTERED DIRECTOR

DTU TIRUPATI ANDHRA PRADESH



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AND

SAINATH EARTH MOVERS PVT. LTD., Registered Office At- Plot No.- 88/974, Purabi Complex, Jagannath Nagar, Road No. 8, Rasulgarh, Bhubaneswar-751010, Dist.- Khordha, represented by its Managing Director, Sri Abhay Kumar Panda, aged about 52 years, S/o- Laxman Panda, Resident of At- GGP Colony, Rasulgarh, Bhubaneswar, Dist.- Khordha, Odisha, AADHAR No.- 2731 6325 6646, Mobile No.- 8260478555, (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.

WHEREAS, the Principal is the absolute owner of the schedule of property mentioned below with all right, title and interest in her favour and possesses the same without any disturbances and interruptions from any corner and has obtained ROR in her favour by filing Mutation Case bearing No. 1041/2001 and subsequently converted the land to Gharabari by filing OLR Case under S.8A bearing No. 820/2014.

She 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

26/09/2022

Mamata Rout

SAINATH EARTH MOVERS PVT. LTD.  
Abhay Kumar Panda  
MANAGING DIRECTOR

Bainyathath Road

S. Narayana Murthy

ANNEXURE DIRECTION



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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 granted by the BMC. The aforesaid landowner shall get 1 unit of 2BHK flat on 1st Floor bearing Flat No. 105 measuring area of 1197 sq. ft., 1 unit of 2BHK flat on 4th Floor bearing Flat No. 405 measuring area of 1197 sq. ft. & 1 unit of 3 BHK flat on the 2nd Floor bearing Flat No. 202 measuring area of 1450 sq. ft. and the Second Party/Developer shall retain balance units of flats 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 BMC and the Second party shall construct the apartment on sharing basis. The Second Party shall have the option to apply the BDA/BMC for approval of revised plan, if required to be prepared by the Second Party in consultation

26/09/2022

Mamata Rout

SAINATH EARTH MOVERS PVT. LTD.  
Abhata Mansions

MANAGING DIRECTOR

Baikhunha path road  
Srinidhi nakh

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with the First Party from a reputed architect 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.
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 **EIGHTEEN MONTHS** from the date of execution of this agreement. 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

26.09.2022

Mamata Raut  
SAINATH EARTH MOVERS PVT. LTD.  
Bhopal  
MANAGING DIRECTOR

Bairunaha Raut  
S. Vande Raut

NOTHING DIRECTOR

2017/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000



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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 his units of the apartment to be constructed over the schedule property towards his share. And under such exigency, the First Party shall provide copies of the documents to the Second Party for his use 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 units of 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 share of 1 unit of 2BHK flat on 1st Floor bearing Flat No. 105 measuring area of 1197 sq. ft., 1 unit of 2BHK flat on 3rd Floor bearing Flat No. 305 measuring area of 1197 sq. ft. & 1 unit of 3 BHK flat on the 2nd Floor bearing Flat No. 202 measuring area of 1450 sq. ft., the sale of units, premises and/or apartment, the

✓ Manate Road  
BAINATH EARTH MOVERS PVT. LTD.  
Abhaya Kumar Panda  
MANAGING DIRECTOR

Bainath Earth Movers  
Sivarama Reddy



### 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 No. 5 @ Fees Paid : A(10)-328900 ,, User Charges-880 ,Total 329780

Signature of Registering officer -

Date: 26/09/2022

### 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 26/09/2022 by SMT. MAMATA ROUT , son/daughter/wife of BAIKUNTHANATH ROUT , of AT. JAYPUR, PS. BARANGA, DIST. CUTTACK , by caste General , profession Others and finger prints affixed.

WWW.INDIA DIRECTOR

M. Mamata Rout

Signature of Registering officer.

Signature of Presenter / Date: 26/09/2022

### Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SMT. MAMATA ROUT		 315773124	M. Mamata Rout	26-Sep-2022
SAINATH EARTH MOVERS PVT LTD ITS MANAGING DIRECTOR MR. ABHAY KUMAR PANDA		 243462913		26-Sep-2022

Identified by BAIKUNTHA NATH ROUT Son/Wife of LAXMAN KUMAR ROUT of AT. JAYPUR, PS. BARANGA, DIST. CUTTACK by profession Others

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
BAIKUNTHA NATH ROUT		 42496508	Baikuntha Nath Rout	26-Sep-2022

Date: 26/09/2022

Signature of Registering office

### Endorsement of certificate of registration under section 60

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

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 2 units of 2BHK flats on 1st Floor and 4th Floor & 1 unit of 3 BHK flat on the 2nd Floor of Owners share and balance units of Developers/ Builders share. That, the Second Party shall construct the building in its own cost over the land of the First Party. After completion of construction there will be distribution of & share amongst the landowner and the builder respectively as agreed above and there will be distribution of flats amongst the parties and the Second Party shall accordingly issue possession letter after completion of the housing project in favour of the First Party reflecting the flat allotment number.
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.

✓ Mamata Reddy

SAINATH EARTH MOVERS PVT. LTD.

Abhishek Kumar Reddy

MANAGING DIRECTOR

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S. Varada Reddy

Document Number : 11082213221

For the year : 2022

Seal :

Date: 27/09/2022

 Signature of Registering officer.



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 favour 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 on \_\_/\_\_/2022 is a part and parcel of this agreement.

✓ Manjaba Rocet

SAINATH EARTH MOVERS PVT. LTD.

Abhishek Kumar Panda  
MANAGING DIRECTOR

**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 ambiances 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

Bairunha Nath Reddy

Sumande Reddy

REGISTERED OFFICE

OFFICE OF THE DISTRICT SUB-REGISTRAR



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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.

**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 balance units of the total apartment proposed to be constructed on the schedule of property while the 1 units of 2BHK flats on 1st Floor & 4th Floor and 1 unit of 3 BHK flat on the 2nd Floor 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.
2. That, the Second Party/Developer shall complete the project within a period of **18 (Eighteen) Months** from the date of execution of this agreement. In any circumstances and if the

✓ Mammata Raut  
SAINATH EARTH MOVERS PVT. LTD.  
Abhaya Vinay Raut  
MANAGING DIRECTOR

Bairathu math Raut  
Srinivas Raut

REGISTERED DIRECTOR

REGISTERED DIRECTOR



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construction is not completed within the period of 18 (Eighteen) 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, 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 Act.

**IN THE MATTER OF IMPLEMENTATION 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.

✓ Mamata Rout

SAINATH EARTH MOVERS PVT. LTD.  
Abhishek Kumar Panda  
MANAGING DIRECTOR

Bairuntha math Road.  
Srinidhi Nayak

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- (iv) "Developer/Promoter" shall include its partners, successors-in-office Executors and Assignees.
- (v) "Building Plan" as sanctioned by the BDA/BMC and/or such other or future plan with such modification or alternation which may be 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.
- (ix) "Parking" shall mean the parking of vehicles of the allottees and the landowner specifically marked by the Developer in the stilt and ground floor and the landowner shall be entitled 3 nos. of Parking Spaces in the stilt floor.
- (x) "Association" shall mean the society to be formed by the Developer and one Association room shall be provided for office purpose.

**CONSTRUCTION:**

- (a) That, the Developer agreed to develop the said property at their risk, cost and expenses and with their own resources as

Manafa Road  
 SAINATH EARTH MOVERS PVT. LTD.  
 Managing Director

Balkuntha Math Road  
 S. M. Mohan

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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 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/BMC including any amendment, modification or variation or alternation to the said plans and specifications which may be made by the developer.

Manjota Road

SAINATH EARTH MOVERS PVT. LTD.

Abhishek Kumar Panda  
MANAGING DIRECTOR

Bairathu nath Road  
S. Venkatesh

ADDITIONAL DIRECTOR



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- (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 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.

✓ Manoj Kumar Reddy

SAINATH EARTH MOVERS PVT. LTD.  
Abhishek Kumar Reddy  
MANAGING DIRECTOR

Bairamathamma Reddy

Srinivas Reddy

ALWAYS DIRECT

POSTAL MAIL



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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 balance units of Developer's allocation of share and the details of Owner's allocation share of 2 units of 2BHK flats on 1st Floor & 4th Floor & 1 unit of 3 BHK flat on the 2nd Floor 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 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 impeding the development of the said property in terms of these presents.

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SAINATH EARTH MOVERS PVT. LTD.  
 Abhishek Kumar Reddy  
 MANAGING DIRECTOR

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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.
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.

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SAINATH EARTH MOVERS PVT. LTD.

Abhishek Kumar Reddy  
MANAGING DIRECTOR

Bairappa nath Road

Srinivasa Rao

PHIBANESWAR DISTRICT

PHIBANESWAR DISTRICT



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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, 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

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SAINATH EARTH MOVERS PVT. LTD.

Abhaya Kumar Rout  
MANAGING DIRECTOR

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REGISTERED DIRECTOR

REGISTERED NUMBER: 1111



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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 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 his units of 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 his balance units of total flats impleading 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.

> Mamata Rout  
SAINATH EARTH MOVERS PVT. LTD.  
Abhaya Kumar Rout  
MANAGING DIRECTOR

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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.
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.
21. The Landowner has received an amount of Rs. 2,00,000/- from the Second Party vide Cheque bearing No. 971089 dtd. 29.10.2021 drawn on Indian Bank, BBSR Branch and the same has been acknowledged and the Second Party has also paid the balance amount of Rs. 3,00,000/- in shape of 3 nos. of cheques bearing No. 260736 dtd. 26.09.2022 dtd. CHP No. 260737 & 260737 dtd. 25.10.2022 in favour of the

✓ Memata Road

SAINATH EARTH MOVERS PVT. LTD.

Abhaya Kumar Reddy

MANAGING DIRECTOR

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Signature

REGISTERED DIRECTOR

THE TRANSMISSIONS COMPANY LTD



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First Party, all drawn on INDIAN Bank, (BSB) and the Second Party cannot claim over it in future.

**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 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,

✓ Manoj Reddy  
SAINATH EARTH MOVERS PVT. LTD.  
Abhishek Manoj Reddy  
MANAGING DIRECTOR

Sainath Manoj Reddy  
Managing Director

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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 of balance Units and handed over the Land owner's share of 2 units of 2BHK flats on 1st Floor & 1 unit of 3 BHK flat on the 2nd Floor to the Land owner/First Party. The name of the residential houses Project shall be decided by the Developer in joint discussion with the owner after sanction of the plan and the parking for 3 units /flats shall be allotted in favour of the First Party in stilt floor.
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 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.

✓ Mameda Raut

SAINATH EARTH MOVERS PVT. LTD.

Abhaya Kumar Raut  
MANAGING DIRECTOR

S. Mameda Raut

NOTHING DIRECTOR

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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 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 and the Developer shall not claim any GST amount from the landowner/First Party.
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 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

✓ Mamata Rout  
 SAINATH EARTH MOVERS PVT. LTD.  
 Atchha Water Road  
 MANAGING DIRECTOR

Bairabha Nath Rout  
 Sumeet Singh

MANAGING DIRECTOR

CHITRAKUTI FARM AND RESORT LTD.



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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 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 2 units of 2BHK

Mamata Rout

SAINATH EARTH MOVERS PVT. LTD.

Bhaskara Kumar Rout

MANAGING DIRECTOR

Bainkanta Nath Rout

Signature

WINDING DIRECTOR

REGISTERED OFFICE



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flats on 1st Floor and 4th Floor & 1 unit of 3 BHK flat on the 2nd Floor and the Second Party shall retain the flats of his valid share of balance Units.

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 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

Mamata Rout

SAINATH EARTH MOVERS PVT. LTD.

Ashoka Kumar Panda

MANAGING DIRECTOR

Bairavudha nath Rout -  
Sainath Earth Movers Pvt. Ltd.

REGISTERED DIRECTOR

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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 any 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 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.

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SHRUTI SETHI / MONETA RANK LTD.  
MANAGING DIRECTOR

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DEPARTMENT OF LAND REVENUE

CHHATTISGARH



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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 shall be mentioned in the agreement in a separate sheet of the 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.
13. ✓ The Developer shall construct Security Room, Association Hall, Compound Wall, D.G. Room, 2 Lifts near the staircases, Parking Spaces for all occupants, etc. and shall cooperate for formation of society confining all his constructed blocks/units.

SAINATH EARTH MOVERS PVT. LTD.  
*Sainath Urs's Reddy*

MANAGING DIRECTOR

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*Bairna Ma math Row*  
*Sainath Urs's Reddy*

REGISTERED DIRECTOR

REGISTERED DIRECTOR



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-:SCHEDULE OF PROPERTY:-

Dist.- Khordha, Tahasil- Bhubaneswar, P.S.- Chandrasekharpur,  
Mouza- Patia, Khata No.- 474/1942, Plot No.- 550/3604, Area-  
Ac0.130dec., Kism- Gharabari

*Beach mark*  
Valued at Rs 1,64,45,000/-  
(One crore sixty four lakh forty five thousand only)

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:

*Mamata Rout*  
SAINATH EARTH MOVERS PVT. LTD.  
*Atul Kumar Rout*  
MANAGING DIRECTOR

COMMON FACILITIES TO BE PROVIDED:-

- A. 24 HOURS WATER SUPPLY
- B. SIX PERSON CAPACITY LIFT
- C. SECURITY FACILITY WITH WATCHMAN'S ROOM
- D. EXCLUSIVE TRANSFORMER
- E. PRECAST HEAVY DUTY TILES/CRAZY FLOORING IN  
PARKING LOT AND DRIVEWAY
- F. INTERCOM WITH SECURITY FACILITY
- G. CCTV SURVEILLANCE
- H. POWER BACKUP FOR COMMON AREA

*Banwara Nath Rout*  
*Simola Rout*



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WITNESSES:

1-

✓ Baikuntha Nath Row  
✓ Laxman Row ✓ Mamata Row  
A1 - Jaxpur  
PO - Belagachhita  
cuttack

26.09.2022

**FIRST PARTY**

2-

✓ Varanda Singh  
A-13 B-8  
D+26/9/2022

**SAINATH EARTH MOVERS PVT. LTD.**

Abhaya Kumar Panda  
**MANAGING DIRECTOR**

**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.

*L. Mishra*  
**Advocate, Bhubaneswar**

12/12/2022  
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SAINATH EARTH MOVERS PVT LTD

MANAGING DIRECTOR



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BOOK NO. ....  
Volume No. ....  
Pages ..... to .....  
Serial No. ....  
for the year 2022

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