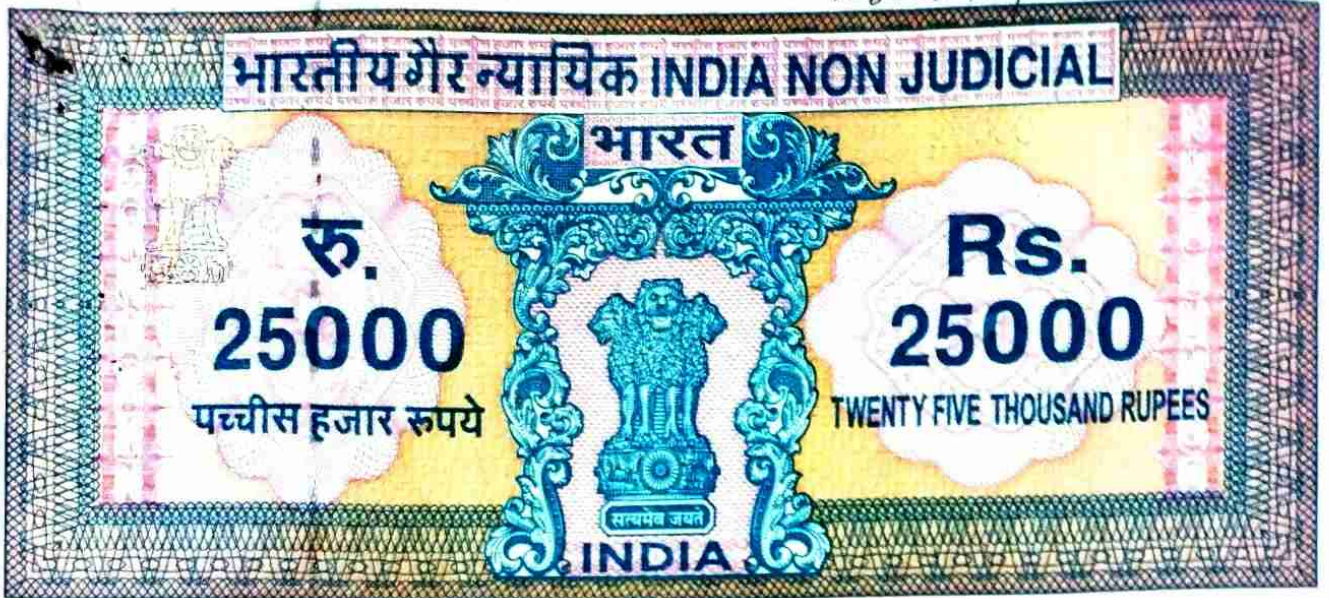


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Seal of the Registrar, Odisha. Signature of Suresh Chandra Mishra.

Seal of the Registrar, Odisha. Signature of Rujey Kumar Nayyan. Stamp: M/s. Laxmi Infrastructure (P) Ltd.

Rujey Kumar Nayyan  
Managing Director  
10-8-2020

**IRREVOCABLE GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS I, **SRI SURESH CHANDRA MISHRA** aged about 58 years, S/O Sri Narayan Mishra, resident of At- Plot No.17/I8, Kokila Garden, Phase - 1, Pckhariput, Bhubaneswar - 751 020, Dist-Khurda State-Odisha by Profession-Service, by caste- Brahmin, having PAN No:-AERPM5562Q, Adhara No:-7748 1378 1947, Mob:-9437237473 (Hereinafter called as Land Owner/First Party/Principal which expression unless excluded by or

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w1 - Deepak Kumar Panda.

w2 - Sanjay Kumar Saha

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10/8/2020

of 25,000/-

DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
30 JUN 2020  
ADL. TREASURY OFFICER

Jayesh Chandra

Part no - 17/18

General Power of Attorney  
KORRES Gaudy

Suresh Chandra Patra

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STAMP VENDOR  
D.S.R. OFFICE, BBSR



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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 PARTIES/PRINCIPALS**, do hereby nominate, constitute and appoint **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 40 years, S/o-Sri Surendra Nayak, By Cast-~~Khandayat~~, By Profession-Business, having Aadhar No-9579 0419 0507, PAN No-AFMPN5217M, Mob:- 9439201387 (Hereinafter referred to as "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** as attorney Holder.

*Surash Chandra Mishra*

*Rajesh Kumar Nayak*  
Managing Director

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

**WHEREAS**, the First is the absolute, bonafied & recorded owners of the property under Mouza-Rudrapur, having Mutation Khata No-609/226, Plot No-676/2211 Area of Ac.0.130dec., Khata No-412/118, Plot No.83 Area of Ac.0.170dec., Khata No.609/499 Plot No-676/2035 Area of Ac.0.150dec., Khata No.412/116 Plot No-84 Area of Ac.0.040dec., total Area-Ac.0.490decimals (which details described below as Schedule of Property) and the 1<sup>st</sup> Party is

*111 - Deepak Kumar Parida.*

*112 - Sanjay Kumar Saha*

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of 25,000/-

DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
30 JUN 2020  
ADDL. TREASURY OFFICER

James Charles John

Ref no. 17/18.

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in peaceful possession over the said property from the date of purchase.

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

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

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

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

**AND WHEREAS**, we, the Principals (owners of the scheduled property) have entered into an **AGREEMENT FOR DEVELOPMENT**, vide Deed No- 926 on dated 10/08/2020 with **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 represented through it's Managing Director **MR. RAJESH KUMAR NAYAK**, aged

*Suresh Chandra Mishra*

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

*Rajesh Kumar Nayak*  
Managing Director

Page 3 of 28

*411 - Deewan Kumar Panda.*

*412 - Sanjay Kumar Saha.*

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DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
30 JUN 2020  
ADDL. TRAESURY OFFICER

Suresh Chandre Sahoo

Plot NO - 12/18

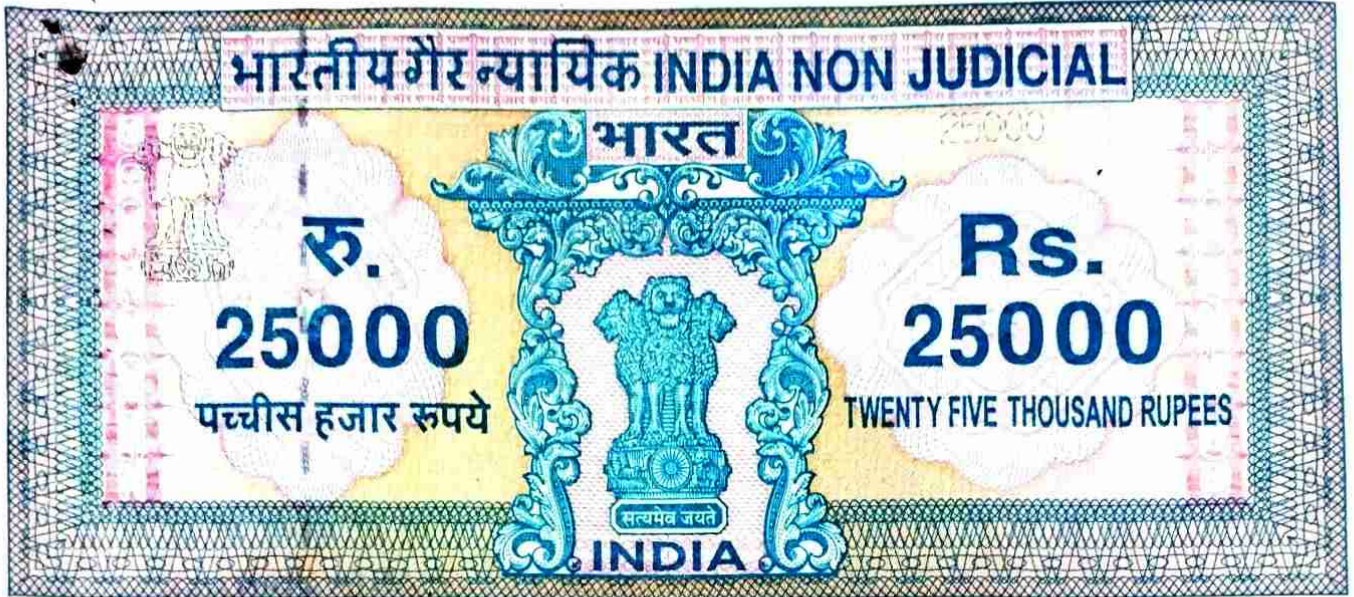
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about 40 years, S/o-Sri Surendra Nayak, By Cast-Khandayat, By Profession-Business, having Aadhar No-9579 0419 0507, PAN No- AFMPN5217M, Mob:- 9439201387, as our lawful attorney holder to do and perform the following acts, deeds & things on our behalf and on our name.

**1. TO PREPARE & FILE BUILDING PLANS :-**

- i) To prepare agreement(s), letters, applications, correspondences, building plan and its amendments, modify the building Plans, drawings, sketches, specifications etc. and to nominate, appoint Architects & Engineers, Draftsman, Contractors, and any other person(s), company/companies, firm(s) for purpose of construction of commercial building on our demarcated schedule property mentioned below.
- ii) To sign such building plans, drawings, sketches, specifications etc. on my behalf & submit in my name to the appropriate authorities along with applications, declarations, bonds & represent myself before such authorities for the purpose of obtaining sanctions and/or permissions, approvals thereof and in general to do all such acts, deeds and things that may be required from time to time for obtaining permission from the competent authorities for construction of commercial building on the below schedule property.

*Suresh Chandra Mishra*

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

*Rajesh Kumar Nayak*  
Managing Director

Page 4 of 28

*Mr. - Deepak Kumar Panda.*

*Mr. Sanjay Kumar Saha*

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10/8/2020

DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
06 AUG 2020  
ADDL. TREASURY OFFICER

Suresh Chandra Nayak

Plot no- 12/18

Kokcha Garden

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

*Suresh Chandra Mishra*

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

*Rinexh Kemon Nayon*  
Managing Director

*Mr. Deepak Kumar Panda.*

*Mr. Sanjay Kumar Saha*

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DISTRICT TREASURER  
KHURDA, BHUBANESWAR  
06 AUG 2020  
ADDL. TREASURY OFFICER

Suresh Chandra Mishra  
plot no - 17/18  
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Suresh Chandra Mishra



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- Corporation/ ORERA and other allied authorities for the requisite clearance, permission to construct/erect super structure on the said "Schedule of Property", the project building plan and design shall be in accordance with the zonal plans in force for the said area.
- vi) **That**, it shall be the responsibility of the 2<sup>nd</sup> Party to submit, pursue and follow-up the plan to be sanctioned by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation.
- a) All expenses/charges incurred in respect of approval/sanction or modification and/or alteration of the sanctioned plan and for any revised plan to be submitted for approval/sanction be on account of 2<sup>nd</sup> Party.
- b) The requisite fees for sanction of the plan(s) shall be borne by the 2<sup>nd</sup> Party.
- c) To expedite sanction of such plan or plans shall be the responsibility of the 2<sup>nd</sup> Party.
- vii) **That**, the 2<sup>nd</sup> Party shall forthwith on obtaining the approval of plan form Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and after obtaining all statutory clearances from concern departments including ORERA shall start construction over the said property in a substantial and workman like manner in accordance with the plans, specification and elevations to be sanctioned

*Swadesh Chandra Mishra*

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

*Ranjay Kumar Nayyar*  
Managing Director

Page 6 of 28

*Dr. Deepak Kumar Panda*

*Sanjay Kumar Saha*

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DISTRICT TREASURY  
 KHURDA, BHUBANESWAR  
 06 AUG 2020  
 ADDL. TREASURY OFFICER

Suresh Chandra Mishra,

Plot no - 17/18

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**ARTANANDA**  
**STAMP VENDOR**  
**D.S.R. OFFICE, BBSR**

Suresh Chandra Mishra



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- 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 2<sup>nd</sup> Party with prior consultation with 1<sup>st</sup> party.
- viii) **That**, the said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the 2<sup>nd</sup> Party and/or their agents.
- ix) **That**, the 2<sup>nd</sup> Party 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.
- x) **That**, the 2<sup>nd</sup> Party shall make their best endeavors to complete/finish the said building in all respects so as to benefit for occupation/ habitation within 36 months from the date of approvals from ORERA and in no case the completion of the project shall extend beyond 42 months from the date Registration before ORERA without fail unless the time for the subject purpose is extended by mutual written consent of both parties.

Suresh Chandra Mishra

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

Rajesh Kumar Nayak  
Managing Director

Page 7 of 28

Dr. Deepak Kumar Panda.

Dr. Sanjay Kumar Saha.

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DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
06 AUG 2020  
ADDL. TREASURY OFFICER

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- xi) **That**, in the event the completion of the project spills over the stipulated 42 months period from the date of this agreement due to reasons beyond the control, the 2<sup>nd</sup> Party shall pay rent to the 1<sup>st</sup> Party @ Rs.7/- per sq.ft per month for the carpet area relating to the share of the 1<sup>st</sup> Party till the building is completed in all respects. Allocation Agreement will be executed within two weeks from the date of approval of the building plan. After completion of the Project the 2<sup>nd</sup> party will apply and obtain completion certificate from BDA/BMC and hand over a copy to the 1<sup>st</sup> party.
- xii) **That**, it is further agreed by the parties that in consideration of the 1<sup>st</sup> Party having accepted the scheme of the Developer, the 1<sup>st</sup> Party has appointed the 2<sup>nd</sup> Party for developing his land. The 1<sup>st</sup> Party further agrees and accord consent in favour of the 2<sup>nd</sup> Party to undertake such development of adjoining plots of others if opted and adjoin the same lawfully and can merge the said adjoining plots with this scheme for development considered as one project. In that event the super builtup and saleable area eligible against the below schedule property of 1<sup>st</sup> party shall be determined after apportioning the total built up and saleable area of the combined project in the ratio of lands held by the owners.

Suresh Chandra Mishra

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

Dinesh Kumar Nayak  
Managing Director

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Plot no - 12/18

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Sovereign Chandra Mishra

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**2. TO FILE DECLARATIONS: -**

To sign, declare, affirm and file declarations, statements, applications and/or returns & all other documents & writings & papers in any way connected with the said property before any appropriate authority having jurisdiction as may be required under any law(s) now prevailing or in future may become applicable & to do, exercise, execute and perform any or all necessary acts, deeds, things as may be required to be done as our said attorney may deem fit necessary and expedient.

**3. LAND OWNER OBLIGATIONS:-**

The owner hereby agreed and covenant with the 2<sup>nd</sup> Party as follows:-

1. **That**, the 1<sup>st</sup> Party shall execute and register one Irrevocable General Power of Attorney in favour of the 2<sup>nd</sup> Party granting right of development of the entire schedule property exclusively by delivering all power for preparing and submitting necessary building plan before the BDA/BMC and ORERA and to obtain no objection certificates from all concerned authorities for construction of residential/commercial building, sale of the flats/commercial unit with proportionate undivided rights, title and interest of the schedule properties in respect of Developer's share/allotment of the flats/commercial unit (as per the supplementary agreement) and other requirements. The 2<sup>nd</sup> Party

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*Suvash Chandra Mishra*

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

*Rajesh Kumar Nayak*  
Managing Director

*Dr. Deepak Kumar Panda*

*Dr. Sanjay Kumar Saha*

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DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
06 AUG 2020  
ADDL. TREASURY OFFICER

Suresh Chandra Nayak

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however, takes all the liability and responsibility for getting the approval of building plan from the BDA/BMC/ORERA and other relevant authorities concerned and shall spend all necessary expenses for the same. The 1<sup>st</sup> Party will give necessary co-operation from time to time if required.

2. **That**, the 1<sup>st</sup> Party hereby declares and undertake that he shall hand over physical possession of the schedule property to the 2<sup>nd</sup> Party on the date of execution of this deed.
3. **That**, the 1<sup>st</sup> Party shall hand over all relevant original documents/ title deeds/ permissions/ lease deed/ conveyance deed and other deeds relating to schedule property to the 2<sup>nd</sup> Party on signing of this agreement.
4. **That**, it is specifically agreed by the parties hereto that the 1<sup>st</sup> Party will agree to grant exclusive right of development of the schedule property in favour of the 2<sup>nd</sup> Party who also agrees to obtain/receive the said exclusive right of development of the entire schedule property. Accordingly the parties hereto decide to determine the respective proportionate share of the building as 42% of super built up and saleable area allotted in favour of 1<sup>st</sup> Party and 58% of super built up area and saleable area allotted in favour of 2<sup>nd</sup> Party which will be allotted floor wise in proportionate manner (42:58) in each residential/commercial unit. The right to use the alltable parking area of the

*Swash Chandre Mishra*

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

*Rajesh Ramankoyan*  
Managing Director

411- Deepak Kumar Panda.

402- Sanjay Kumar Saha

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Plot no. 13/18

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- schedule property shall be allotted by the 2<sup>nd</sup> Party after end of construction of project in favour of the 1<sup>st</sup> party in same proportionate manner with the ratio of 42:58.
5. **That**, the 1<sup>st</sup> Party after executing a Regd. Power of Attorney in favour of the 2<sup>nd</sup> Party delivering all powers for development of entire schedule property with residential apartment/commercial unit by proper approval from BDA/BMC/ORERA among which the 2<sup>nd</sup> Party can sale their share i.e. 58% of super built up area of construction with proportionate undivided right, title & interest of the schedule property. Soon after the 2<sup>nd</sup> Party obtained necessary permissions from necessary authorities will start construction of the project building over the schedule property without fail.
6. **That**, the 1<sup>st</sup> Party has no manner of objection if the 2<sup>nd</sup> Party advertise, market, book, sale or offer for sale or invite persons to purchase towards 58% of the 2<sup>nd</sup> Party share in the entire project by executing necessary deeds.
7. **That**, It is agreed by the parties that the 1<sup>st</sup> Party hereby admit and acknowledge regarding receiving of refundable/adjustable security money of Rs.30,00,000/- (Rupees Thirty Lakhs) only in Bank A/c maintained with SBI, PBB Bapuji Nagar Branch

Suresh Chandra Mishra

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

Rajesh Kumar Nayou  
Managing Director

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- vide RGTS No ~~HDFC R 528200897705068~~ dtd.07.08.2020, from the 2<sup>nd</sup> Party.
8. **That**, the 1<sup>st</sup> Party shall at the request and cost of the 2<sup>nd</sup> Party sign and execute papers, documents, applications for approval of the building plans from any authority or authorities or department or departments if required.
9. **That**, it is agreed by the parties that they will enter into the allocation agreement for allocation of share in the ratio of 42:58 after necessary approvals from BDA/BMC and other Government Authorities, and the security money as received by the 1<sup>st</sup> party shall be adjusted/refunded to 2<sup>nd</sup> party on completion of project.
10. **That**, the 1<sup>st</sup> Party declares that, he is entitled to enter into this agreement with the 2<sup>nd</sup> Party and he has not agreed, committed, contracted or entered into any agreement with any other person in respect of the property and he has not created any mortgage, charge or encumbrance on the said property nor has done any act, deed or thing by reasons whereof, the development of the said property may be affected in any manner and the land owner shall no manner of risk/ liabilities /responsibilities of the construction of the building/apartment over the schedule property.

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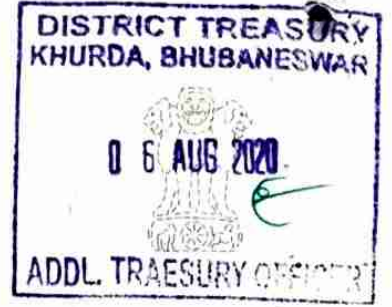
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Managing Director

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11. **That**, the 1<sup>st</sup> Party has the right to inspect the said construction at all reasonable times by giving proper intimation to the second party.
12. **That**, the 1<sup>st</sup> Party hereby agrees to execute and sign necessary documents, letters, power of attorneys, which may be required for carrying out the construction of the proposed building and to render all help and assistance to the 2<sup>nd</sup> 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.
13. **That**, the 1<sup>st</sup> Party has no manner of objection if the 2<sup>nd</sup> Party will take project loan by mortgaging 58% of flat/unit constructed over the below mention schedule property i.e. the builder's allocations share for the purpose of development of the project.
- 4. DEVELOPER OBLIGATIONS:-**
  - 1) **That**, the Project work shall be commenced with effect from the date of signing and execution of this agreement and construction work will start after the date of the approval of the building plan by the BDA/BMC/ORERA after all statutory compliances.
  - 2) **That**, the 2<sup>nd</sup> Party entitled to have a map or plan sanction in the name of the 1<sup>st</sup> Party and 2<sup>nd</sup> Party jointly from the BDA/BMC/ORERA and also obtain necessary permission/no objection from the different Govt. and non Govt. authorities as would be required

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

*Rajesh Kumar Nayak*  
Managing Director

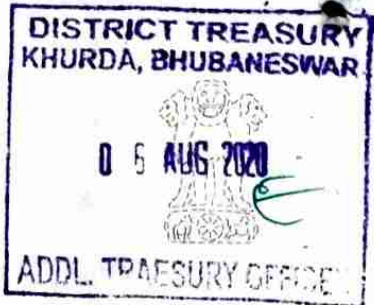
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*u- Deepak Kumar Panda.*

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- for the purpose of development and construction of the residential/commercial building over the schedule property. However the 2<sup>nd</sup> Party takes all the responsibility and liabilities for getting such permission/ approval/no objection etc. from the concern authorities at their own cost and expenses.
- 3) **That**, the 2<sup>nd</sup> Party agrees to complete the project in all respect with all amenities within 36 (Thirty six) months + 6 (Six) months grace period from obtaining necessary approvals from ORERA and other Government authorities and consequent upon such completion of the entire project from all angle by second party, shall handover physical possession of the 42% of the share in the entire project to the 1<sup>st</sup> Party as per the supplementary agreement with due written acknowledgement with all amenities.
- 4) **That**, the 2<sup>nd</sup> Party shall be entitled to deal with their share of 58% of super built up area with proportionate undivided right, title and interest of the schedule property exclusively and execute any deeds such as agreement for sale/sale deed/conveyance deed after signing and execution of supplementary agreement for which no further consent of the 1<sup>st</sup> Party shall be required.
- 5) **That**, it is further agreed by the 2<sup>nd</sup> Party that they shall construct the purposed building/apartment over the schedule property at their own risk and cost. The

*Suresh Chandra Mishra*

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

*Rajesh Kumar Nayak*  
Managing Director

41- *Deepak Kumar Panda*

42- *Sampy Kumar Sahu*

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DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
06 AUG 2020  
ADDL. TREASURY OFFICER

Suresh Chandra Mishra

Plot no - 17/18

Kokora Garden

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D.S.R. OFFICE, BBSR

Suresh Chandra Mishra

Assistant Director

Revenue Department



Signature



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2<sup>nd</sup> Party has liberty to take project loan by mortgaging the 58% of flat/unit constructed area over below schedule property i.e. the builders allocation share and in case of loan the 2<sup>nd</sup> Second Party is exclusively responsible to repay the said loan.

- 6) **That**, the 2<sup>nd</sup> Party shall take prompt action for completion of construction of building within 36 (Thirty six) months + 6 (Six) Months grace period after obtaining necessary approvals from ORERA and other Government authorities without fail and in no case the completion of the project shall extend beyond 42 (Forty two) months from the date of registration before ORERA unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the 1<sup>st</sup> Party agrees that the 2<sup>nd</sup> Party shall be entitled to the extension of time for completion of the project, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Both the parties agree and confirm that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this agreement shall stand terminated. The 2<sup>nd</sup> Party confirms that they shall

Suresh Chandra Mohan

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

Rishabh Kumar Nayak  
Managing Director

Page 15 of 28

41 - Deepak Kumar Panda

42 - Sanjay Kumar Saha

1277

of 10,000/-

10/8/2020



Quoted Charles Heshan  
 per no. 12/18 ANA  
 KOKILA Gauden  
 mr  
 Suresh Chandra Nanda

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 STAMP VENDOR  
 D.S.R. OFFICE, BBSR



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utilize best materials and shall make construction according to the approved plan without deviation. In the event of any deviation during the course of execution of the work, then the 2<sup>nd</sup> Party shall be accountable for the same and the 1<sup>st</sup> Party shall have no manner of liabilities.

- 7) **That,** the 2<sup>nd</sup> Party shall get the building plan approved, complete the project as per approval from BDA/BMC/ORERA and hand over possession of the owner's share to the 1<sup>st</sup> Party within the stipulated time. In case of any default, the 1<sup>st</sup> Party shall be compensated to the extent agreed upon described above.
- 8) **That,** it is further agreed that after the end of project with all amenities the 2<sup>nd</sup> Party will voluntarily made Possession Hand over Letter as per terms and conditions of this Agreement and subsequent supplementary agreement executed between the parties.
- 9) **That,** the 2<sup>nd</sup> Party undertakes not to violate or contravene any terms and conditions of Agreement for Development, Irrevocable Power of Attorney or any statutory provisions, rules, regulations etc.
- 10) **That,** it is specifically agreed by the 2<sup>nd</sup> Party that any labour or workmen engaged for the construction of the building by the 2<sup>nd</sup> Party will be the employee of the 2<sup>nd</sup> Party. The 2<sup>nd</sup> Party hereby declared that the 1<sup>st</sup>

*Swasti Chandra Mishra*

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

*Rajesh Kumar Nayak*  
Managing Director

Page 16 of 28

*41 - Deepak Kumar Panda.*


*42 - Sanjay Kumar Sahu*

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Rs 10,000

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DISTRICT TREASURY  
 KHURDA, BHUBANESWAR



05 AUG 2020

ADDL. TREASURY OFFICER

Suresh Chandra Mishra

Plot no - 13/18.

Kokola Garden.

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**ARTANANDA**  
 STAMP VENDOR  
 D.S.R. OFFICE, BBSR

Suresh Chandra Mishra



Signature





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- Party shall has no relationship with the employment with the aforesaid employees and any amount that may be awarded under any agreement, labour dispute or proceeding under workmen's compensation act or damage are the sole responsibility/liabilities of the 2<sup>nd</sup> Party and the 1<sup>st</sup> Party shall not incur any liability, responsibilities for the same.
- 11) **That**, after this Agreement is executed, 2<sup>nd</sup> Party shall not create a charge on the 42% of the schedule property relating to the share of the 1<sup>st</sup> Party and if any such charge is made or created then notwithstanding anything contained in any other law for the time being in force, such charge shall not affect the right and interest of the 1<sup>st</sup> Party.
- 12) **That**, the 2<sup>nd</sup> Party shall provide free maintenance to the building as well as warranty to all installations with rectification of defects if pointed out by 1<sup>st</sup> Party/any allottee for one year from the date of handing over of the building without charging any extra cost to the 1<sup>st</sup> Party/allottee or the flat owners.
- 13) **That**, as decided and agreed upon that there would be absolutely no deviation from the authority it is very much fair and justified that the 2<sup>nd</sup> Party should obtain occupancy completion certificate within a reasonable time from the date of first possession from the competent authority.

*Suresh Chandra Mishra*

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

*Rajesh Kumar Royan*  
Managing Director

*M- Deepak Kumar Panda.*

*02- Sanjay Kumar Saha*

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10/8/2019

10,000/-

DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
05 AUG 2020  
ADDL. TREASURY OFFICER

Suresh Chandra Mishra  
Post no - 17/18  
Kokila Garden  
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Suresh Chandra Mishra

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**5. TO APPEAR BEFORE ANY AUTHORITY OR AUTHORITIES :-**

To apply and represent before Bhubaneswar Development Authority, Municipal Authorities, Block authorities, Fire brigade, Environmental Authorities, P.H.D. Electricity Board, Development Authorities, Court of law, Police and other Public Institutions, Government departments to apply for sanction plan / permission or clearance under any law relating to land / building for the time being in force.

**6. TO APPEAR BEFORE REGISTRAR, NOTARY PUBLIC, AND MAGISTRATE ETC:-**

To appear before any Notary Public, Register of Deeds & Assurances. District Registrar of Deeds & Assurances, Sub-Registrar, magistrates & other authorities having jurisdiction and to acknowledge and present admit for Registration or have registered and perfected all deeds, documents, writings executed, signed or made by our said attorney by virtue of this power conferred unto.

**7. TO APPLY FOR AND OBTAIN FACILITIES:-**

To apply for & obtain from concerned authorities electrical, drawings, sewerage, telephone connection, cable and other civil facilities may be generally required for such Apartment or building.

*Suresh Chandra Mishra*

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

*Ramesh Kumar Nayak*  
Managing Director

*011 - Deepak Kumar Panda.*

*02 - Sanjay Kumar Saha*

1280  
10/8/2020

of 10,000/-

DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
05 AUG 2020  
ADDL. TREASURY OFFICER

Suresh Chandra Mishra

Plot no - 13/18.

Kokila Garden  
A2

Suresh Chandra Mishra

ARTANANDA  
STAMP VENDOR  
D.S.R. OFFICE, BBSR



Signature



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**8. TO BUILD AND UNDERTAKE CONSTRUCTION :-**

To make constructions of residential/commercial building at their own risk and cost and for the purpose to acquire raw material and engage and/or depute and/or discharge, Engineers, Architects, Supervisors, Masons, Carpenters, Plumbers, Electricians etc by entering work agreement as per law by proper verification of identity with their license from competent authority .

**9. TO SELL AND TRANSFER: -**

To negotiate, advertise, for sale of flats with undivided proportionate interest of the schedule property in respect of the developer's share that is 58% of the constructed building in respect of schedule property in favour of the intending purchasers and shall enter into agreements of sale and construct buildings to create charges in respect of the developers share/allotment of the residential/commercial units.

**10. TO EXECUTE DEEDS:-**

To sign, execute, purchase stamp papers, enter into agreements(s), modify, cancel, approve the deeds/conveyance and to present the same for registration, admit registration of the deeds, documents, sale deeds, contracts, agreements, applications drawings, declarations, undertakings, and other documents in connection with sale of buildings

Page 19 of 28

*Suresh Chandra Mishra*

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

*Dinesh Kumar Nayak*  
Managing Director

41- Deepak Kumar Panda.

42 - Jayy Kumar Saha

1287  
10/8/2020

of 10,000/-



Suresh Chandra Goswami

Plot no - 19/18

Kakola Gopalen

M.

Suresh Chandra Goswami

ARTANANDA  
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D.S.R. OFFICE, BBSR

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residential/commercial, Parking spaces, constructed by the Attorney holder in the schedule properties in respect of their share allotment and receive consideration money in respect of such agreements/sale deeds etc. and to endorse the ticket in favour of the respective purchasers and others for receiving sale deed/deeds in respect of the developers allotment/share of the residential/commercial unit with proportionate undivided right, title and interest on the scheduled properties.

**11. TO RECEIVE MONEY AND GIVE RECEIPTS :-**

To demand, collect and receive money from all person(s) including individuals, public and private organizations in the shape of advances, rent, fees, duties, interest, profits, deposits, compensations for the sale of residential/commercial from the allotted developers share and to give receipts thereof.

**12. CONSIDERATION:-**

- 1) **That**, the Residential complex that will be constructed on the schedule property shall bear the name "**Laxmi IMPERIAL**".
- 2) **That**, the parties hereto above shall share the total built-up areas in the project building proportionate to their shares in respect of the floor space. The areas proportionate to their shares in respect of the floor

Page 20 of 28

*Suresh Chandra Mishra*

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

*Rajesh Kumar Nayak*  
Managing Director

*M/- Deepak Kumar Panda*

*as Sanjay Kumar Saha*

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Suresh Chandra Mishra

Plot No. 19/18.

Kokila Garden

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Suresh Chandra Mishra

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- space/parking space of the entire project to be built on the said plot shall be allotted/assigned in the ratio i.e. 42% of the 1st Party and 58% of the 2nd Party in orderly manner in the entire project.
- 3) **That**, the parties hereto i.e. the 2nd Party, the 1st Party hereby mutually agreed that in order to and for the purpose and in the process of proportioning the saleable areas in the allocated shares of 42% and 58% amongst themselves, if the portion of such saleable area falling in the share of either of the parties is less than the agreed percentage of such party, then the concerned party shall be compensated by the other party so as to make the share at par with their respective percentage of built up area at the market rate at the time of distribution between the parties. It shall, however be open to the parties to arrive at such other manner mode of computation of the compensation payable in such situation by mutual agreement.
- 4) **That**, the 1st Party hereby agrees to execute necessary deeds of conveyance directly in favour of the intending parties as per his own choice. However, all liabilities including costs, charges and expenses in respect thereof shall be paid and discharged by the 2nd Party or the intending parties.
- 5) **That**, the 2nd Party shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the

*Suresh Chandra Mishra*

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

*41- Deepak Kumar Panda*

*42- Sanjay Kumar Saha*

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10/8/2020

of 10,000



Suresh chandra Mishra,

Plot no - 12/18. ANAND

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- 1<sup>st</sup> Party will not have any objection for the same at the developer liability and risk.
- 6) **That**, the 2<sup>nd</sup> Party shall have the right to receive from the intending flat owner any earnest money and/or booking amount and also the balance of cost of unit and to grant receipt(s) and execute such receipts for the units coming under his share as may be deemed necessary. The 1<sup>st</sup> Party hereby agree to rectify and confirm all acts, the developer/promoter shall lawfully do and to execute and perform or cause to be executed and performed all such act or deeds in connection with the transfer of proportionate impartibly share in the land and/or units in the said proposed building by virtue of this agreement on receipt of consideration amount /construction cost.
- 7) **That**, the 1<sup>st</sup> Party shall remain liable to encumbrance, if any in respect of the said land up to the date of this agreement, the 2<sup>nd</sup> Party remaining liable for all encumbrances/liabilities created after this date, in relation to proposed construction.
- 8) **That**, the 1<sup>st</sup> Party and 2<sup>nd</sup> Party shall have the right to sue for specific performance of this contract/agreement or any other supplementary contract which may be executed for non-compliance of any term and suing party shall also have a right to recover cost and damage if any.

Suresh Chandra Mishra

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

Rajesh Kumar Jayan  
Managing Director

Deepak Kumar Panda.

U1 -

U2 - Sampy Kumar Sahu

Print Endorsement

1284

of 10,000/-

10/8/2020



**DISTRICT TREASURY  
KHURDA, BHUBANESWAR**

08 AUG 2020

ADDL. TREASURY OFFICER

**Endorsement of the certificate of Admissibility**

Admissible under rule 25; duly stamped under the Indian stamp (Orissa Amendment Act 1981) Schedule 1-A No. 4B(g) Fees Paid : A18(iii) & A(1)-216290, User Charges-520, Total 16810

Date: 10/08/2020

**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 4:30 PM on the 10/08/2020 by SURESH CHANDRA MISHRA, Son/daughter/wife of NARAYAN MISHRA, of AT- PLOT NO.17/18, KOJILA GARDEN, PHASE-1, POKHARIPUT, BBSR, DIST-KHORDHA, by caste General, profession Service and finger print affixed.

*Suresh Chandra Mishra*  
*Plot no - 17/18*  
*Kojila Garden*

**ARTA TRAN NANDA  
STAMP VENDOR  
D.S.R. OFFICE, BBSR**

Signature of Presenter / Date: 10/08/2020

Signature of Registering officer.

**Endorsement under section 58**

Execution is admitted by:

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SURESH CHANDRA MISHRA		 313851471	<i>Suresh Chandra Mishra</i>	10-Aug-2020
RAJESH KUMAR NAYAK MANAGING DIRECTOR OF MS LAXMI INFRAVENTURE PVT. LTD.		 242254195	<i>Rajesh Kumar Nayak</i>	10-Aug-2020

Identified by DEEPAK KUMAR PANDA Son/Wife of RASULGARH, BBSR, DIST- KHORDHA by profession Others

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
DEEPAK KUMAR PANDA			<i>Deepak Kumar Panda</i>	10-Aug-2020





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- 9) **That**, only on written permission of the 1<sup>st</sup> Party the 2<sup>nd</sup> Party declare that if during the course of construction of the project building any alternation, changes, deviation from the sanctioned plans become necessary or advisable the said alternation/change /deviations may be made in conformity after obtaining modified plan approved from BDA/BMC/ORERA and the municipal Bye-law and Zonal Regulations and that as consequence of such alteration/changes/deviations, if any compounding fees is levied by the BDA/BMC/ORERA the said liability shall be borne by the 2<sup>nd</sup> Party.
- 10) **That**, the 1<sup>st</sup> Party undertakes to constitute the 2<sup>nd</sup> Party as their attorney by executing Irrevocable General Power of Attorney duly registered for completing the exercise and effectuating the object in connection with the development/construction and completion of the project building. However the 2<sup>nd</sup> Party undertake in their capacity as 2<sup>nd</sup> Party not to do or cause to be done any act, commission or thing which may in any manner, flout contravene and contravene any law, rules regulation etc., which may amount to misuse of any authority or right hereby conveyed or breach or provisions of law. In case of non-performance or non-observance of such law, rule, regulation or condition of this agreement, the entire liability in that behalf shall be incurred or discharged by the 2<sup>nd</sup> Party and further more the 2<sup>nd</sup> Party undertake to keep the 1<sup>st</sup> Party

Suvash Chandra Mishra

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

Rajesh Kumar Nayak  
Managing Director

u1 - Deepak Kumar Panda.

u2 - Sanjay Kumar Saha

Print Endorsement

1285

of 10,000

10/8/2020

Date: 10/08/2020

Endorsement of certificate of registration under section 60

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

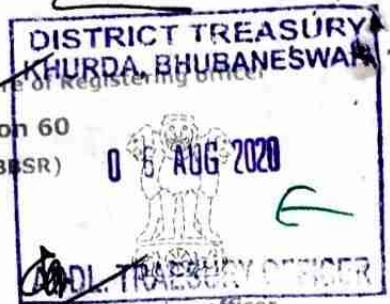
Book Number : 1 || Volume Number : 116

Document Number : 11082005677

For the year : 2020

Seal :

Date: 10/08/2020



Signature of Registering officer

Suresh Chandra Mishra

Plot no - 17/18.  
KOKILA Gardens

ARTANANDA  
STAMP VENDOR  
D.S.R. OFFICE, BBSR

Suresh Chandra Mishra





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- entirely harmless and indemnified against all claims or demands during construction.
- 11) **That**, after completion of the project, the 1<sup>st</sup> Party or their allotted flat owner, other flat owners allotted by 2<sup>nd</sup> Party will jointly enroll as members of the Apartment Owners Welfare Society by paying the necessary membership fees, contribution and other regular charges, taxes etc. towards setting up the corpus fund of the society and will register the society before the concern authority. The 1<sup>st</sup> Party/allotted flat owners will also be bound by the rules and regulations of the society and be entitled to equal rights as other purchasers of the individual apartments.
  - 12) **That**, the 1<sup>st</sup> Party also agreed with the conditions of 2<sup>nd</sup> Party to apply for services such as electricity, internet, cable television etc. individually for each apartment with the appropriate authorities in that event the charges if any will be borne by the concerned Flat owner.
  - 13) **That**, it is further agreed by the parties here to that they shall prepare a scheme for management and maintenance of the project after its completion by forming a society duly registered by competent authority as per the provisions of the Orissa Apartment ownership act and the developer will exclusively maintain the project till the Regd. of society or for 1 (one) year from the date of handing over possession to the first flat owner.

*Swasth Chandra Mishra*

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

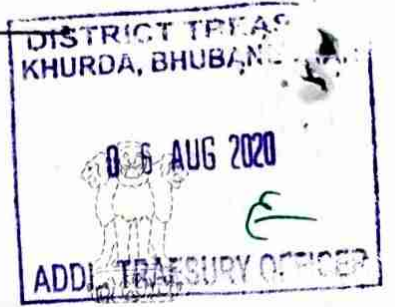
*U11 - Deepak Kumar Panda.*

*U2 - Sanjay Kumar Sahu*

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₹ 10,000/-

10/8/2020



Suresh Chandan Mishra

Plot no. 13/18.

KOKILA Garden

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STAMP VENDOR  
D.S.R. OFFICE, BBSR

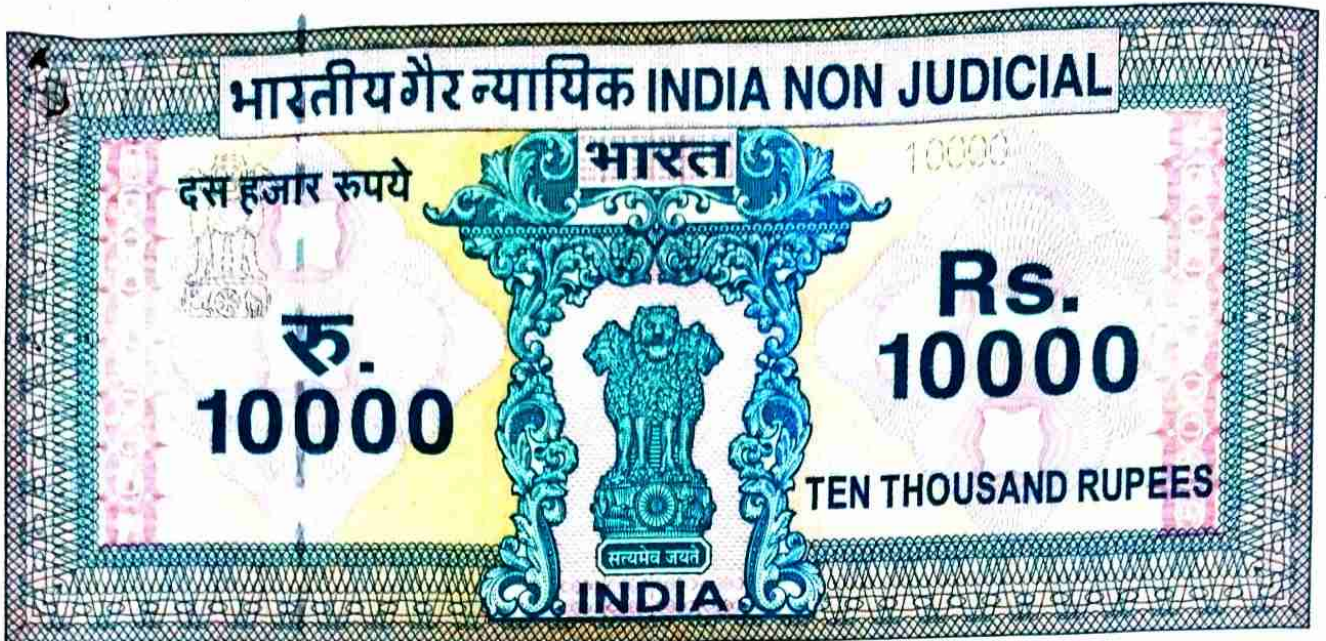
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- 14) **That**, it is agreed by the parties that, in case of death of any parties then the legal heirs, successors in interest will admit and acknowledge all the documents executed between the parties relating to the development of the project without any further demand or any changes in terms and conditions.
- 15) **That**, it is agreed by both the parties that the 1<sup>st</sup> Party is responsible for payment of all the pending taxes [Holding Tax, water tax, land rent, utility charge] till the date of signing of this agreement, after the signing of this agreement it will be the duty of the parties to pay those taxes to the concern departments as per their allocated share.
- 16) **That**, both the parties agreed to again enter into supplementary agreement providing all details of entire building/project in a separate sheet regarding the plan, construction, materials, interiors, specifications any other facilities as per discussion in respect of project and prior to starting of construction of project over schedule property.

**AND GENERALLY TO DO ALL** such things, acts, deeds and things which may be required to develop the property as the said Attorney may deem fit and necessary as per mutual discussion.

To invest money out of its own funds or funds collected from the prospective purchasers for the

Page 25 of 28

*Suresh Chandra Mishra*

Mis. Laxmi Infra Venture (P) Ltd.

*Deepak Kumar Panda*  
Managing Director

*M1 - Deepak Kumar Panda*

*M2 - Sany Kumar Saha*

1287  
10/8/2020

of 10,000/-

DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
05 AUG 2020  
ADDL. TREASURY OFFICER

Sureth Chandan Mishra  
post no - 13/18.

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aforesaid proposed construction of the Residential/commercial building.

To insert advertisements in any local and national daily news papers offering for sale of residential/commercial units in the proposed building complex in respect of the builders allocation of the total built up areas/ residential/commercial/ units at his cost and expenses.

AND I, do hereby undertake to ratify and confirm all such acts, deeds and things done by my Attorney by virtue of this presents as we have done approximate Value Rs. 1,08,00,000/- (one crore eight lakh only)

#### SCHEDULE OF PROPERTY

Dist-Khurda, Tahasi-Bhubaneswar, Mouza-Rudrapur, Ps-Balianta  
(1) Khata No-412/118, Plot No.83 Area of Ac.0.170dec., Kisama-Gharabari, Status-Stitiban. (2) Khata No-412/116, Plot No-84 Area of Ac.0.040dec., Kisama-Gharabari, Status-Stitiban. Mouza-Naharakanta, (1)Khata No-609/226, Plot No.676/2211 Area of Ac.0.130dec., Kisama-Gharabari, Status-Stitiban. (2)Khata No-609/499, Plot No-676/2035 Area of Ac.0.150dec., Kisama-Gharabari, Status-Stitiban. Two Mouza,

Suresh Chandra Mishra

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

Rajesh Kumar Nayak  
Managing Director

441 - Deepak Kumar Panda

442 - Sanjay Kumar Saha

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10/8/2020

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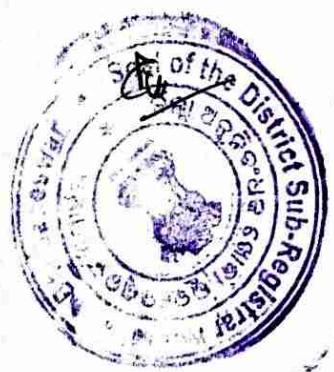
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KHURDA, BHULNESWAR  
06 AUG 2020  
ADDL. TREASURY OFFICER

Surekh Chandra Mishra  
plot no - 17/18.  
Kakola Garden.

Mr. Surekh Chandra Mishra

Mr. ANANDA  
ARTA TRAN NANDA  
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D.S.R. OFFICE, BBSR

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

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

**Witnesses**

1. Deepak Kumar Panda  
S/o. Rabinanayon Panda.  
MA-7, GGP Colony,  
Rasulpurh,  
Bhubaneswar-10.

*Suresh Chandra Mishra*

Signature of Executant

2. Sayang Kumar Sahu  
S/O/Krushna ch Sahu  
A/po - Baliyanta  
Dist - Khurda

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

*Rajesh Kumar Nayam*  
Managing Director

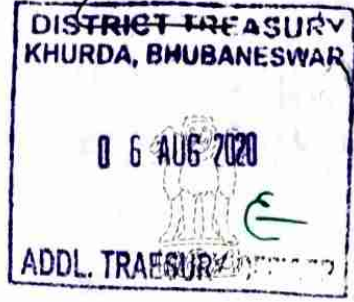
Signature of Attorney Holder

Page 27 of 28

10-8-2020

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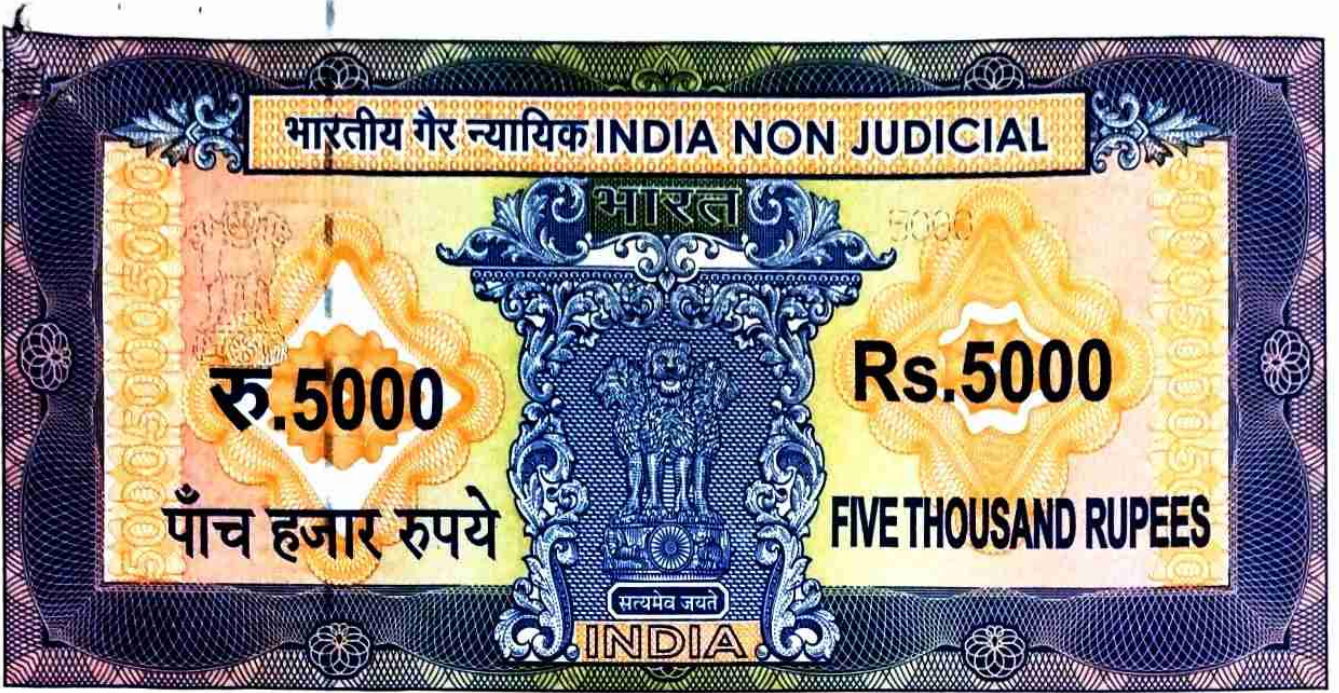


Suresh Chandra Mishra  
Plot no- 17/18.  
Kokila Garden.

*[Signature]*  
Suresh Chandra Mishra

*[Signature]*  
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D.S.R. OFFICE, BBSR





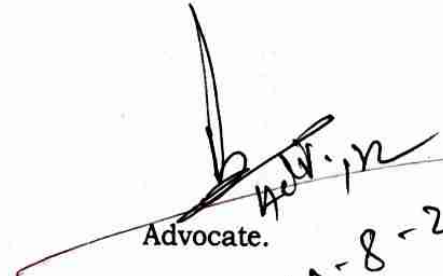
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**CERTIFICATE**

Certified that the Executant of this deed of General Power of Attorney 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.

  
Advocate.  
10-8-2020

NO1290

10/8/2020

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Suresh Chandan Upadhyay

Plot No - 17/18

Kokila Garden

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