

**RECEIPT UNDER SECTION 52 CLAUSE (B) (Duplicate)**

Registration Office : KHURDA(BBSR)

Year : 2022

Application id: 1082201028

Book No : 1

Executant Name

Presenter Name

Claimant Name

SIDHARTH SEKHAR MOHAPATRA  
DIRECTOR OF MS OU INFRAPROJECTS PVT.  
LTD.

SIDHARTH SEKHAR MOHAPATRA  
DIRECTOR OF MS OU INFRAPROJECTS PVT.  
LTD.

SWARNALATA NANDA

\_\_\_\_\_ has been authorised to receive the document.

Total Registration Fees Paid :

`10320

A(10) :

`10000

Incidental Fee Details

User Charges :

`320

Expected date of return of document :

25-Jan-2022

Date: 25-Jan-2022

Date:

Signature of the Registering Officer

Signature of the Receiver



**RECEIPT UNDER SECTION 52 CLAUSE (B) (Triplicate)**

Registration Office : KHURDA(BBSR)

Year : 2022

Application id: 1082201028

Book No : 1

Executant Name

Presenter Name

Claimant Name

SIDHARTH SEKHAR MOHAPATRA  
DIRECTOR OF MS OU INFRAPROJECTS PVT.  
LTD.

SIDHARTH SEKHAR MOHAPATRA  
DIRECTOR OF MS OU INFRAPROJECTS PVT.  
LTD.

SWARNALATA NANDA

Total Registration Fees Paid :

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A(10) :

`10000

Incidental Fee Details

User Charges :

`320

Expected date of return of document :

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Signature of the Registering Officer

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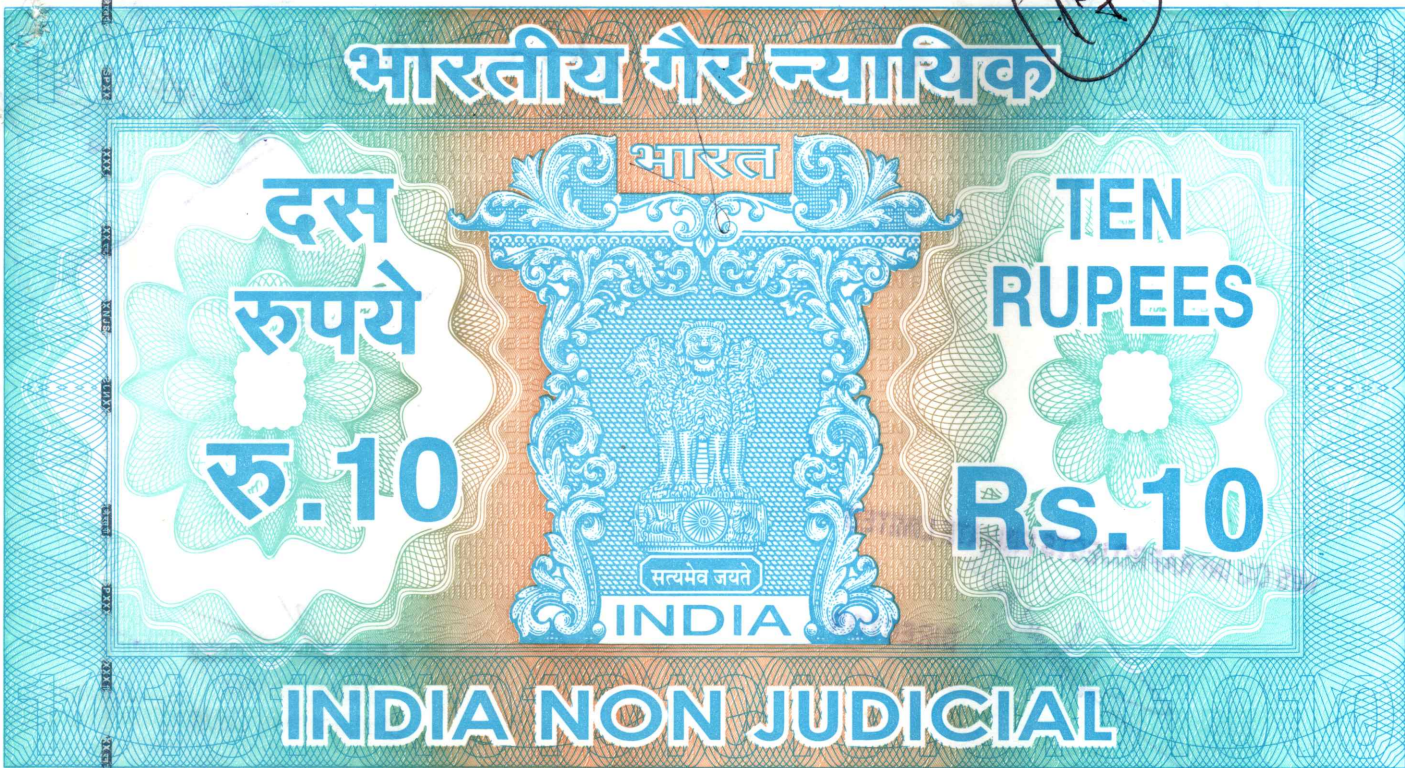
Terms & Conditions :

- The Presenter should deposit this receipt duly signed by him.
- Documents other than WILL will be destroyed if not received within 2 years.
- If the document refused for registration, the registration fee shall be returned.

Back



1082201028



461  
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52AA 968889  
10000  
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**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed on this 25<sup>th</sup> day of JANUARY 2022.

By and Between

M/s. OU INFRAPROJECTS PRIVATE LIMITED, consequent upon name change in the Register of Companies Orissa, Cuttack with effect from 13<sup>th</sup> July 2021 (FORMERLY KNOWN AND NAMED AS M/s. MJ ACCRETION PRIVATE LIMITED) a Private Limited Company, duly incorporated and registered under the provisions of the Companies Act, 1956 and now deemed to be registered under the provisions of the Companies Act, 2013 and having its Registered Office at Gandhi Nagar, P.O./Town/Dist- Rayagada, Odisha-765001 represented by its Director & authorized signatory Mr. Sidharth Sekhar Mohapatra, aged about 35 years, S/o-Mr. Umesh Chandra Mohapatra, resident of Flat No- A-404, Sakun Palace, Lane - 5, Near Biju Pattnaik College, Jaydev Vihar, P.O-Regional Research Laboratory, Bhubaneswar, Dist.- Khurda, authorized vide Board Resolution dated - 09/10/2020, and subsequently ratified on 04/10/2021, consequent upon name change hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees). (CIN: U45202OR1998PTC005518, DIN.No-03617754, PAN-AAGCS4688H, Aadhar No. - 714817387241, Mph No-9437384889) (here-in-after called and referred as "VENDOR" which expression shall unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors, representatives and assigns) of the ONE PART.

**M/S OU INFRAPROJECTS PRIVATE LIMITED**

Swarnalata Nanda

Jayadeb Nanda

AH of BIC ROUT  
Bholi ROUT  
Babaji ROUT, Jagannath Raj  
DIRECTOR of BIC ROUT

Kamarkanta Des  
Shabani Banker Sahoo







And

1. **Mrs. Swarnalata Nanda** aged about 56 years W/o. Mr. Jayadeb Nanda 2. **Mr. Jayadeb Nanda** aged about 63 years S/o. Sri. Jibananda Nanda, by caste - Brahmin, by profession - Housewife & Serviceman, resident of **B-703, Dev Oram Residency, near Anandnagar Char Rasta, Prahladnagar Garden, Vejalpur, Ahmadabad City, Ahmadabad, Gujarat, 380015**, having PAN - **AKZPN8018L & AANPN1020G** Aadhar- **8326 9081 3521 & 5086 9711 4034** Contact No - **9909997892 & 9099005292** (here-in-after called as "**VENDEE**" which expression shall mean and include his/her legal heirs, successors, executors, administrators and assigns) of the OTHER PART.

WHEREAS: -

(1) Mr. PRATAP CHANDRA ROUT, aged about 51 years, S/o. Late Bhagirathi Rout, by caste - Khandayat permanent residence of Raghunathpur, P.S. - Nandankanan, District - Khurda is the recorded tenant of (a) Khata No. - 517, Plot No. - 1480, Area. -(Ac.1.560 dec.), Khata No. - 513, Plot No. - 2051, Area. -(Ac.0.190 dec.), Khata No. - 513, Plot No. - 1478, Area. -(Ac.0.070 dec). Khata No. - 513, Plot No. - 1479, Area. -(Ac.0.240 dec), Khata No. - 513, Plot No. - 2044, Area. -(Ac.0.145 dec) and Khata No. - 729/1852, Plot No. - 2054/2537/3659/4247, Area. -(Ac.0.020 dec) totaling to Ac2.225 decimals in Mouza - Raghunathpur, Tahasil - Bhubaneswar, P.S. - New Capital, P.S. No-14, Hal P.S. - Nandankanan, D.S.R- Khurda at Bhubaneswar District - Khurda having Satwa-Stitiban, Kisama - Gharabari, have entered in to a Notarized Development Agreement dated 09/07/2013 and also registered G.P.A. bearing Document No.41081310880, dated 15/07/2013 in favour of M/s. MJ ACCRETION PRIVATE LIMITED.

(2) Mr. BHOLI ROUT, aged about 64 years and Mr. SUKANTA KUMAR ROUT, aged about 56 years both are S/o. Late Achyut Rout, by caste - Khandayat permanent residence of Raghunathpur, P.S. - Nandankanan, District - Khurda is the recorded tenant of (a) Khata No. - 729/3767, Plot No. - 1511, Area. -(Ac.0.140 dec.) (b) Khata No. - 517, Plot No. - 1508, Area. -(Ac.0.119 dec.) totaling to Ac0.259 decimals in Mouza - Raghunathpur, Tahasil - Bhubaneswar, P.S. - New Capital, P.S. No-14, Hal P.S. - Nandankanan, D.S.R- Khurda at Bhubaneswar District - Khurda having Satwa-Stitiban, Kisama - Gharabari, have entered in to a

M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

Ramakanta Des  
Bhabanilankar Sahoo

AH of Pc Rout  
B. Rout  
Babaji Rout  
J. Rout  
Pr 35 way

Swarnalata Nanda  
Jayadeb Nanda



Notarized Development Agreement dated 09/07/2013 and also registered G.P.A. bearing Document No.41081310883 dated 15/07/2013 and another Notarized Development Agreement dated 24/02/2014 and registered G.P.A. bearing Document No.41081402201 dated 26/02/2014 in Mouza - Raghunathpur, Tahasil - Bhubaneswar, P.S. - New Capital, P.S. No-14, Hal P.S. - Nandankanan, D.S.R- Khurda at Bhubaneswar District - Khurda having Satwa-Stitiban, Kisama - Gharabari both in favour of M/s. MJ ACCRETION PRIVATE LIMITED.

(3) Mr. BABAJI ROUT, aged about 66 years, S/o. Late Govinda Rout, by caste -Khandayat permanent residence of Raghunathpur, P.S. - Nandankanan, District - Khurda is the recorded tenant of Khata No. - 517, Plot No. - 1508, Area. -(Ac.0.057 dec.) in Mouza - Raghunathpur, Tahasil - Bhubaneswar, P.S. - New Capital, P.S. No-14, Hal P.S. - Nandankanan, D.S.R- Khurda at Bhubaneswar District - Khurda having Satwa-Stitiban, Kisama - Gharabari, have entered in to a Notarized Development Agreement dated 09/07/2013 and also registered G.P.A. bearing Document No.41081310884, dated 15/07/2013 in favour of M/s. MJ ACCRETION PRIVATE LIMITED.

(4) Mr. JAGANNATH ROUT, aged about 45 years, S/o. Late Dibakar Rout, by caste -Khandayat permanent residence of Raghunathpur, P.S. - Nandankanan, District - Khurda is the recorded tenant of Khata No. - 729/3668, Plot No. - 1514, Area. -(Ac.0.050 dec.) in Mouza - Raghunathpur, Tahasil - Bhubaneswar, P.S. - New Capital, P.S. No-14, Hal P.S. - Nandankanan, D.S.R- Khurda at Bhubaneswar District - Khurda having Satwa-Stitiban, Kisama - Gharabari, have entered in to a Notarized Development Agreement dated 24/02/2014 and also registered G.P.A. bearing Document No.41081402202 dated 26/02/2014 in favour of M/s. MJ ACCRETION PRIVATE LIMITED.

(5) Mr. DILIP KUMAR BISWAL, aged about 52 years, S/o. Rahasbihari Biswal, residence of Plot No- C/4, B.J.B. Nagar, Bhubaneswar Raghunathpur, District - Khurda is the recorded tenant of (a) Khata No. - 729/1771, Plot No. - 1514/2788, Area. -(Ac.0.050 dec.), (b) Khata No. - 729/1728, Plot No. - 1511/4133, Area. -(Ac.0.090 dec.), (c) Khata No. - 729/1728, Plot No. - 1513, Area. -(Ac.0.060 dec.) (d) Khata No. - 729/1727, Plot No. - 1512/4132, Area. -(Ac.0.085dec.) totaling to Ac0.285 decimals in Mouza - Raghunathpur, Tahasil - Bhubaneswar, P.S. - New Capital, P.S. No-14, Hal P.S. - Nandankanan, D.S.R- Khurda at Bhubaneswar District - Khurda having Satwa-Stitiban, Kisama - Gharabari, have entered in to a Notarized Development Agreement dated

M/S OU INFRAPROJECTS PRIVATE LIMITED

FAH of RC ROUT  
Rout

*Shubhraj Rout*

DIRECTOR

Swarnalata Nanda  
Jayadeb Nanda

*Rama Kantar Des.*  
*Rahabari Gharabari*



24/02/2014 and also registered G.P.A. bearing Document No.41081402203 dated 26/02/2014 and another Notarized Development Agreement dated 02/07/2021 and registered G.P.A. bearing Document No.11082107463 dated 06/07/2021 in favour of M/s. MJ ACCRETION PRIVATE LIMITED In Mouza - Raghunathpur, Tahasil - Bhubaneswar, P.S. - New Capital, P.S. No-14, Hal P.S. - Nandankanan, D.S.R- Khurda at Bhubaneswar District - Khurda having Satwa-Stitiban, Kisama - Gharabari.

(6) Mr. BIJOY ROUT, aged about 46 years and Mr. AKHAYA ROUT, aged about 43 years both are S/o. Late Charana Rout, by caste -Khandayat permanent residence of Raghunathpur, P.S. - Nandankanan, District - Khurda is the recorded tenant of (a) Khata No. - 729/623, Plot No. - 1480/3127, Area.-(Ac.0.344 dec. out of total Ac0.400 dec), (b) Khata No. - 729/623, Plot No. - 1478/3128, Area.-(Ac.0.010 dec. out of total Ac 0.140 dec), (c) Khata No. - 729/1054, Plot No. - 1508/3530, Area.-(Ac.0.062 dec.) and (d) Khata No. - 729/47, Plot No. - 2054/2537, Area.-(Ac.0.010 dec.) totaling to Ac0.426 decimals all in Mouza - Raghunathpur, Tahasil - Bhubaneswar, P.S. - New Capital, P.S. No-14, Hal P.S. - Nandankanan, D.S.R- Khurda at Bhubaneswar District - Khurda having Satwa-Stitiban, Kisama - Gharabari, have entered in to a Notarized Development Agreement dated 09/07/2013 and also registered G.P.A. bearing Document No.41081310887 dated 15/07/2013 in favour of M/s. MJ ACCRETION PRIVATE LIMITED.

(7) Mrs.BASANTI ROUT, aged about 64 years, W/o. Prafulla Rout, by caste -Khandayat permanent residence of Raghunathpur, P.S. - Nandankanan, District - Khurda is the recorded tenant of (a) Khata No. - 729/3669, Plot No. - 1508/5097, Area. -(Ac.0.060 dec.) in Mouza - Raghunathpur, Tahasil - Bhubaneswar, P.S. - New Capital, P.S. No-14, Hal P.S. - Nandankanan, D.S.R- Khurda at Bhubaneswar District - Khurda having Satwa-Stitiban, Kisama - Gharabari, have entered in to a Notarized Development Agreement dated 14/10/2020 and also registered G.P.A. bearing Document No.11082008010 dated 15/10/2020 in favour of M/s. MJ ACCRETION PRIVATE LIMITED.

WHERE AS, the vendors have formulated a scheme for construction of residential apartment building over the entire land comprising of independent flats and units, to be sold to prospective vendee (s) of which the party (ies) in pursuit of the aforesaid objective, the vendors have constructed the apartment through the promoter M/S OU INFRAPROJECTS PRIVATE LIMITED ( FORMERLY KNOWN AND NAMED

M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

for or for rout  
others.

*Shankar Kumar*

Swarnalata Nanda  
Jayadeb Nanda

*Ramakanta Das.  
Gharabari Nandankanan Khurda*



AS M/S MJ ACCRETION PRIVATE LIMITED) in the name and style of "9 BOULEVARD" in accordance with building plan sanctioned and approved by the Bhubaneswar Development Authority vide Letter No.13671/BDA, Bhubaneswar, dated 12/8/2020 in File No.- BP1B-1136/13 and further has got the project registered with the Odisha Real Estate Regulatory Authority, Bhubaneswar.

- B. The said land is earmarked for the purpose of building a (residential purpose) project comprising 4 (Four) B+S+16 multi-storied apartment buildings and a Club House and the said project shall be known as "9 BOULEVARD".

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which project is to be constructed have been completed.

- D. The Promoter has obtained the final layout plan approvals for the project from **Bhubaneswar Development Authority, Bhubaneswar vide its letter no 13671/BDA dated 12-08-2020 and 30827/BDA dated 02-09-2021**. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

- E. The Promoter has registered the Project under the provisions of the Act with **the Odisha Real Estate Regulatory Authority at Bhubaneswar on -30-10-2021 under Registration No. RP/19/2021/0574**.

- F. The Allottee had applied for an apartment in the Project vide Application No.----- dated ----- and has been allotted **4BHK** flat bearing no.- **T4-5C** having Super Built-up Area **2791** square feet, carpet area of **1418** square feet, Balcony area **270** square feet on **-T4** Tower the **5<sup>th</sup>** floor along with parking no. **T4-5C, T4-5C/1** in the Basement as permissible under the applicable law and of pro-rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as "Apartment" more

Ramakanta Des.  
Bhubaneswar

M/S OU INFRAPROJECTS PRIVATE LIMITED

RAH or  
P.C. Rout  
R. Othay

*[Signature]*

DIRECTOR

Swarnalata Nanda  
Jayadeb Nanda



particularly described in Schedule-A and the floor plan of the apartment annexed hereto and marked as Schedule-B.

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- H. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/ parking space as specified in Para F.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows: -**

**01. TERMS: -**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Para F.

1.2 The Total price for the Apartment based on the carpet area (as mentioned in Para "E") is **Rs.1,68,00,000 /- (Rupees One Crore Sixty Eight Lakh Only)**, which is including of GST@5%, but excluding of Registration Fee, Stamp Duty and other incidental charges (if any) which is/are payable by the Allottee, that out of which the Allottee has paid **Rs. 5,00,000/- Rupees Five Lakh Only** to the promoter as booking amount and which is admitted and acknowledged here with by the promoter.

Balance will paid at the Sell time  
Swarnalata Nanda  
Jayadeb Nanda

M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

Pr C. Pant

Pr C. Pant

Shambhu Mishra

Director

Ramakanta Das  
Rishabani Sankar Sahoo



Flat No : T4-5C  
Type : 4BHK  
Tower : T4  
Floor No : 5<sup>th</sup>  
Carpet Area : 1418 Square Feet  
Balcony Area : 270 Square Feet  
Super Built Area : 2791 Square Feet

AND if /as applicable.

Garage/ Parking-1 T4-5C (Price inclusive for 1<sup>st</sup> Garage/parking)

Garage/Parking-2 T4-5C/1 (if any Price inclusive for 2<sup>nd</sup> Garage/parking)

Explanation:

- (i) The total price above includes the booking amount paid by the Allottee to the promoter towards the Flat;
- (ii) The total price above includes Taxes (consisting of tax paid or payable by the promoter by way of GST and cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter) up to the date handing over the possession of the Flat.  
Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change/modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as started in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the flat include: 1) pro rata share in common area; and 2) garage (s)/close parking(s) as provided in the agreement;

M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

Swarnalata Nanda  
Jayadeb Nanda

Ramakanta Das  
Ashabani Sarkar

RAH of  
PC Part  
& other

Shubhrajit



- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee (s) shall make the payment as per the payment plan set out in Schedule C of the Act. ("Payment Plan")
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 0 (Zero) % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings, and amenities described therein respect of the apartment, plot or building, as the case may be without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor charges or alternations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to

Rama Kulkarni  
Rajabani Samkore Sahoo

M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

Swarnalata Nanda  
Jayadeb Nanda

Pay of  
P. C. Raut  
R. O. H. S. R.



Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below: -

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act:
- (iii) That, the computation of the price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with concerned Bhubaneswar Development Authority in accordance with the Odisha Development Authorities Act, 1982 / Odisha Town Planning and Improvement Trust Act, 1956 (as applicable)

M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

FAH ob  
BC Rout & others.

Swarnalata Nanda  
Jayadeb Nanda

Ramakanta Das  
Shabani Sambar Zahero



1.11 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

1.12 The Allottee has paid a sum of Rs. **5,00,000/- (Rupees Five Lakh Only)** as booking amount including GST but excluding Regd. Fee, Stamp duty and other charges if any being part payment towards the Total price of the [Flat] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment plan as may be demanded by the promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. **MODE OF PAYMENT.**

Subject to the terms of the Agreement and the promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the promoter, within the stipulated time as mentioned in the payment plan through/demand draft or online payment (as applicable) in favour of **OU INFRAPROJECTS PRIVATE LIMITED 9 BOULEVARD payable at Bhubaneswar.**

M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

RAH ob PC *Sambhu Janta*  
Rout 2 OHS.

*Swarnalata Nanda*  
*Jayadeb Nanda*

*Ramakant Das*





**Endorsement of the certificate of admissibility**

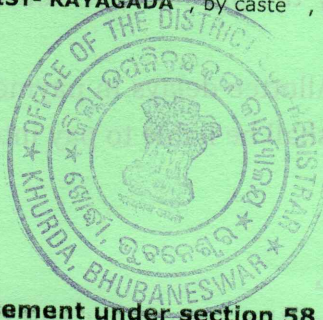
Admissible under rule 25; duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 50 Fees Paid : A(10)-10000 ,, User Charges-320 ,Total 10320

**Date: 25/01/2022**

**Signature of Registering officer**

**Endorsement under section 52**

Presented for registration in the office of the Sub-Registrar **District Sub-Registrar KHURDA(BBSR)** between the hours of 10:00 AM and 1:30 PM on the **25/01/2022** by **SIDHARTH SEKHAR MOHAPATRA DIRECTOR OF MS OU INFRAPROJECTS PVT. LTD.** , son/daughter/wife of , of **AT- GANDHI NAGAR, PO/DIST- RAYAGADA** , by caste , profession and finger prints affixed.



**Signature of Presenter / Date: 25/01/2022**

**Signature of Registering officer.**

**Endorsement under section 58**

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SIDHARTH SEKHAR MOHAPATRA DIRECTOR OF MS OU INFRAPROJECTS PVT. LTD.		 315071742		25-Jan-2022
SWARNALATA NANDA				25-Jan-2022



3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES.**

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS.**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

M/S OU INFRAPROJECTS PRIVATE LIMITED

*Shubhrajit*

DIRECTOR

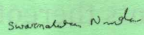

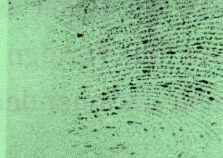
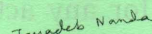
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Rajabani Sonkar Sahu*






COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) and modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission/approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999, statutory enactments or amendments and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines as specified in this table, he/she shall be liable for any action initiated by the Promoter under the applicable laws as specified in this table.

		243042134		
JAYADEB NANDA		 243042155		25-Jan-2022

Identified by **NIRANJAN SAHOO** Son/Wife of **RABINDRA KUMAR SAHOO** of **AT/PO- KANTAPADA, DIST- CUTTACK** by profession **Others**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
NIRANJAN SAHOO		 42168387		25-Jan-2022

Date: 25/01/2022

Signature of Registering officer

**Endorsement of certificate of registration under section 60**

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

Book Number : 1 || Volume Number : 18

Document Number : 11082200983

For the year : 2022

Seal :

Date: 25/01/2022



Signature of Registering officer



5. **TIME IS ESSENCE.**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan")

6. **CONSTRUCTION THE PROJECT/APARTMENT.**

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, Floor plans, layout plans (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **Planning and Building Standards Regulation of the Bhubaneswar Development Authority, Bhubaneswar, Odisha** and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT**

7.1 **Schedule for Possession of the said Apartment.** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on **April-2025**, unless there is delay of 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 Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of

SHRIMATI S. S. INFRAPROJECTS PRIVATE LIMITED

*Shruti S. S.*

DIRECTOR

*Swarnalata Nanda  
Jayadeb Nanda*

*Ramakanta Das  
Bhabani Samantar*



possession of the Apartment, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession.:** The Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 90 days of receiving the Occupancy Certificate of the Project.
- 7.3 **Failure of Allottee to take Possession of Apartment.:** upon receiving a written intimation from the Promoter as per clause 7.2 the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give Possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 **Possession by the Allottee.:** After obtaining the Occupancy Certificate and handing over physical possession of the Apartment to the Allottees. It shall be the responsibility of the Promoter to hand over the necessary documents and plans including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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*Shubhrajyoti*  
DIRECTOR

*Swarnalata Nanda*  
*Jayadeb Nanda*

*Ramakanta Das*  
*Rishabuni Sankers Sahod*



7.5 **Cancellation by Allottee.** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 **Compensation.** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective, title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment

(i) In accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act ; or for any other reason ; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.

The Promoter hereby represents and warrants to the Allottee as follows.

- (i) The Promoter has absolute, clear and marketable title with respect to the said land, the requisite rights to carry out development upon the said land and absolute, actual physical and legal possession of the said land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said land of the Project.

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*Shubhrajyoti*

DIRECTOR

*Swarnalata Nanda  
Jayadeb Nanda*

*Ramakanta Das  
Rashabani Sankar Sahoo*



- (iv) There are no litigations pending before any of court of law with respect to the said land project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said land, building and Apartment and common areas.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the said land, including the project and the said Apartment which will, in any manner, affect the rights of Allottee under this agreement.
- (viii) The Promoter confirms that "the promoter" is not restricted in any manner whatsoever form selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rate, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition of the said property) has been received by or served by or served upon the Promoter in respect of the said land/or the Project.

Ramakantadas  
Rashabani Sanjiv Singh

Swarnalata Nanda  
Jayadeb Nanda

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*[Handwritten Signature]*

DIRECTOR



9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events: -

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, ready to move in Possession shall mean that the apartment shall be in a habitable condition which is complete in all respects.
- (ii) Discontinuance of the Promoters business as a developer on account of suspension or revocation of his registration under the provisions under the provision of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following: -

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest or:
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice.
- (iii) Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 (Two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (Three) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

M/S OU INFRAPROJECTS PRIVATE LIMITED

*Shubhraj Nanda*

DIRECTOR

*Swarnabeta Nanda  
Sayadeb Nanda*

*Ramakanta Das  
Bhabeni Samken Sahoo*



10. **CONVEYANCE OF THE SAID APARTMENT.**

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the Occupancy Certificate. However, in case the Allottee fails to deposit the stamp duty, registration fee and all other incidental and legal expense etc. including but not limited to GST, so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. **MAINTENANCE OF THE SAID BUILDING / APARTMENT /PROJECT.**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

12. **DEFECT LIABILITY.**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges as determined and thereafter billed by the maintenance agency appointed or the association of Allottees (or the maintenance agency appointed by it) and

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*Sambhu Prasad*

DIRECTOR

*Swarnalata Nanda  
Jayadeb Nanda*

*Ramakant Das  
Akshay Sankar Sahoo*



performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS.**

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, garages/ parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter in the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE.**

**Use of Basement and Service Areas.:** The basement(s) and service areas, if any as located within the "9 Boulevard" shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT.**

Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not

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*[Handwritten Signature]*

DIRECTOR

*Swarnalata Nanda  
Jayadeb Nanda*

*Rama Kantar Das  
Shabani Samkani Zehed*



store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE.**

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with the carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her own cost.

18. **ADDITIONAL CONSTRUCTIONS.**

The promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.**

After the promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. **APARTMENT OWNERSHIP ACT OF ODISHA.**

The promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Odisha Apartment Ownership (Amendment) Act, 2015. The Promoter showing compliance of various laws/regulations as applicable in Odisha.

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DIRECTOR

Swarnalata Nanda  
Jayadeb Nanda

Ramesh Chandra Das  
Bhubaneswar



21. **BINDING EFFECT.**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment plan within 30 (thirty) days from the date of receipt by Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, an application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to without any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT.**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understanding, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment as the case may be.

23. **RIGHT TO AMEND.**

This Agreement may only be amended through written consent of the Parties.

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES.**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intent and purposes.

M/S OU INFRAPROJECTS PRIVATE LIMITED

*Sambhu Kumar*

DIRECTOR

*Swarnalata Nanda  
Jayadeb Nanda*

*Ramakanta Das  
Pshobani Sankar Sahoo*



**25. WAIVER NOT A LIMITATION TO ENFORCE.**

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26. SEVERABILITY.**

If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the project.

**28. FURTHER ASSURANCES.**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

W/S OU INFRAPROJECTS PRIVATE LIMITED

  
DIRECTOR

Swarnalata Nanda  
Jayadeb Nanda

Rama Kantu Das  
Pshabonni Lember Lahoro



29. **PLACE OF EXECUTION.**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concern Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Bhubaneswar.

30. **NOTICES.**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below. It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

31. **JOINT ALLOTTEES.**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as property served on all the Allottee.

32. **GOVERNING LAW.**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. **DISPUTE RESOLUTION.**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

*Ramakanta Das*  
*Dharami Santhor Sahoo*

M/S OU INFRAPROJECTS PRIVATE LIMITED

*Shubhrajit*

DIRECTOR

*Swarnabala Nanda*  
*Jayadeb Nanda*



IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Bhubaneswar in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED: -**

- ✓ 21/06 Swarnalata Nanda
- ✓ Jayadeb Nanda



AT/ of  
is AT/ by [Signature]

is AT/ by [Signature]

Signature of the Allottee(s) at Bhubaneswar on dtd \_\_\_\_\_ in the presence of: -

WITNESSES: -

01. Signature Ramakanta Das  
Name Ramakanta Das  
Address At - Kainbili - PO/ Bhadrirath pur. PS/ Kama Khyanagar  
Dist - Dhenkanal . Sta - ODISHA . Pin - 759018

M/S OU INFRAPROJECTS PRIVATE LIMITED

[Signature] of  
DIRECTOR



Signature of the Promoter at Bhubaneswar on dtd in the presence of: -

WITNESSES: -

01. Signature Dhabansi Sankar Sahoo  
Name D. C. Sahoo  
Address Banamalipur,

is AT/ by [Signature]



**SCHEDULE 'A'**

**4BHK** flat bearing no. - **T4-5C** having carpet area of **1418** square feet on **5<sup>th</sup>** floor along with parking no. - **T4-5C, T4-5C/1** in the basement of the residential apartment building named and styled as "**9 Boulevard**" constructed over Plot No. 1480 and others under Khata No. - 517 and others in Mouza-Raghunathpur, P.S - Nandankanan, Tahasil-Bhubaneswar, District-Khurda, having Kisama- Gharabari, Satwa-Stitiban, having total land Area. of -Ac. 3.364 decimal.

**BOUNDED BY-**

**NORTH- OPEN SPACE**

**SOUTH- Flat No.- T4-5A**

**EAST- OPEN SPACE**

**WEST- Flat No.- T4-5B**

**M/S OU INFRAPROJECTS PRIVATE LIMITED**

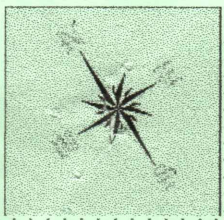
*Sambhu Kumar*

**DIRECTOR**

*Swarnalata Nanda  
Jayadeb Nanda*

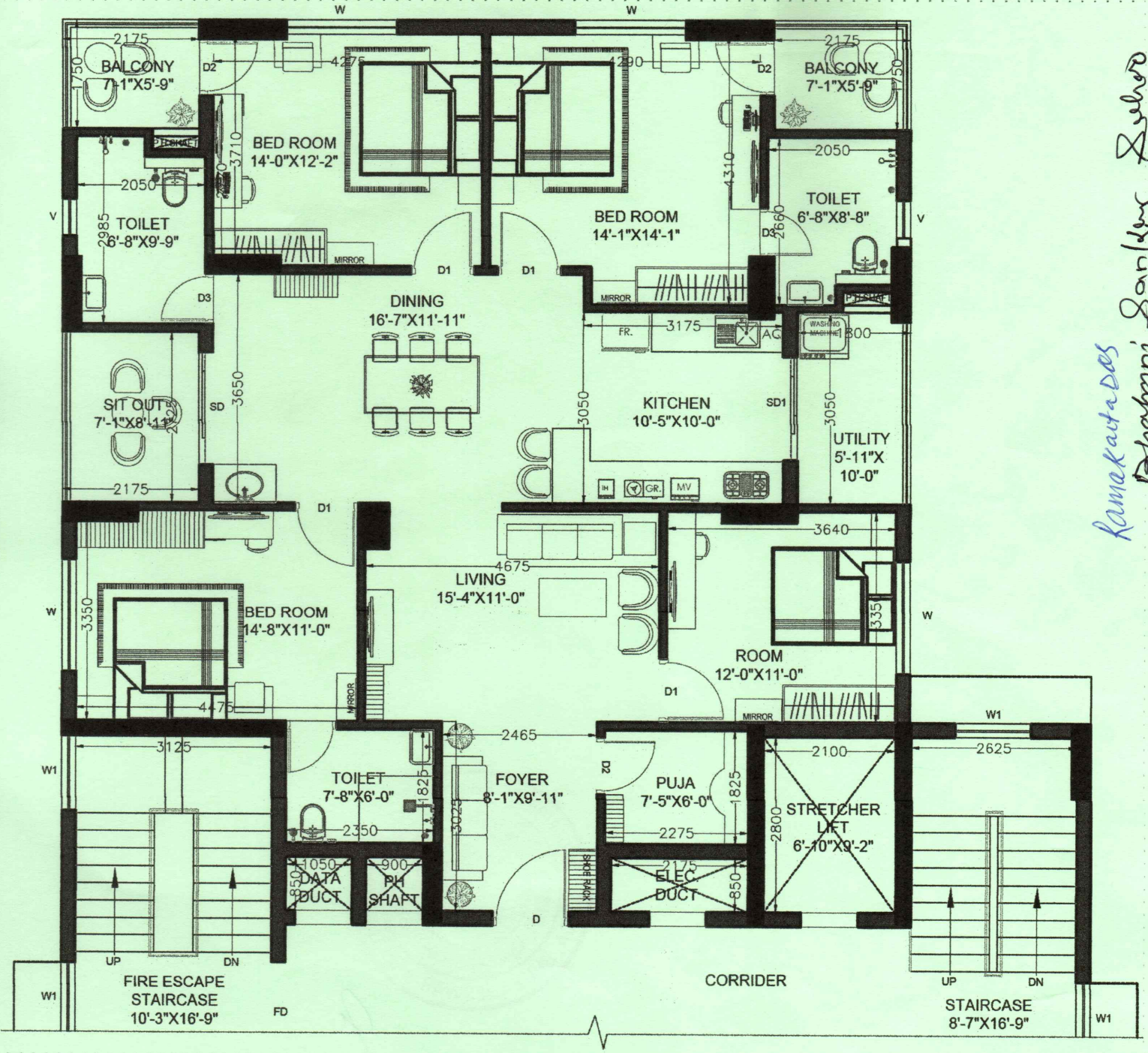
*Ramakanta Das  
Bhabani Samanta*





# 4BHK Premium

(T4-5C)



*Ramakantadas  
Shabanni Sanjay Suresh*

M/S OU INFRAPROJECTS PRIVATE LIMITED

*Shubhraj Kumar*

DIRECTOR

*Swarnalata Namdeo  
Jayadeb Namda*



## SCHEDULE 'C'

### Payment plan

Milestone	%age of Total Price
ON APPLICATION/BOOKING	10% + GST
ON OR BEFORE AGREEMENT (Within 15 days from booking whichever is earlier)	10% + GST
COMPLETION OF FOUNDATION	10% + GST
1st FLOOR ROOF CASTING	8% + GST
4th FLOOR ROOF CASTING	8% + GST
6th FLOOR ROOF CASTING	8% + GST
10th FLOOR ROOF CASTING	8% + GST
14th FLOOR ROOF CASTING	8% + GST
16th FLOOR ROOF CASTING	10% + GST
COMPLETION OF BRICK WORK OF RESPECTIVE UNIT	8% + GST
COMPLETION OF PUTTY OF RESPECTIVE UNITS	8% + GST
AT THE TIME OF POSSESSION	4% + GST

Ramakanta Das  
Pshabani Sankar Das

M/S OU INFRAPROJECTS PRIVATE LIMITED

DIRECTOR

Swarnalata Nanda  
Jayadeb Nanda

Prepared by me  
as per direction of the both parties.  
H. A. Das

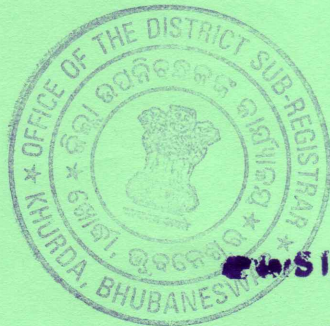


SCHEDULE 'C'

Payment plan

Milestone	Range of Total Price
ON APPLICATION/BOOKING	10% + GST
ON OR BEFORE AGREEMENT (Within 15 days from booking whichever is earlier)	10% + GST
COMPLETION OF FOUNDATION	10% + GST
1st FLOOR ROOF CASTING	8% + GST
4th FLOOR ROOF CASTING	8% + GST
6th FLOOR ROOF CASTING	8% + GST
10th FLOOR ROOF CASTING	8% + GST
14th FLOOR ROOF CASTING	8% + GST
18th FLOOR ROOF CASTING	10% + GST
COMPLETION OF BRICK WORK OF RESPECTIVE UNIT	
COMPLETION OF PUTTY OF RESPECTIVE UNITS	
AT THE TIME OF POSSESSION	

Bhupendra Kumar Sahoo



**VERIFIED & TRUE COPY FILED IN**

BOOK NO .....  
 Volume No .....  
 Pages .....  
 Serial No .....  
 of the year 2022  
 1082201028

*Serial No. of the book*

0251-2



**Valuation Report**Application No- **1082201028**Registration Office- **KHURDA(BBSR)****DEED DETAILS**Application Type- **AGREEMENT OF SALE WITHOUT POSSESSION**Status- **Pending for Fee collection**

Application No.	Execution Date	Presentation Date	Book No.	No. of Pages	Registration No	Registration Date
1082201028	25-JAN-22	25-JAN-22	1	23		

**FEE DETAILS (In ₹.)**

Stamp Duty : 10  
 Consideration Amount : 16800000  
 Benchmark Value : 367847

Registration Fee : 0  
 A(10): 10000  
 Incidental Fee Details  
 User Charges : 320

 STAMP  E-STAMP  FRANKING

 CASH  CHEQUE  DD  POS

 NEFT  RTGS  IMPS  IFMS

 CASH  CHEQUE  DD  CHALLAN  POS

POS

 NEFT  RTGS  IMPS  IFMS
**FIRST PARTY DETAILS**

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter Signed	Present Address
SIDHARTH SEKHAR MOHAPATRA DIRECTOR OF MS OU INFRAPROJECTS PVT. LTD.				35			FIRST PARTY/INSTITUTION		AT- GANDHI NAGAR, PO/DIST- RAYAGADA
Representative Name		Institution Name		Representative Address			Representative Designation		
SIDHARTH SEKHAR MOHAPATRA DIRECTOR OF MS OU INFRAPROJECTS PVT. LTD.		MS OU INFRAPROJECTS PVT. LTD.		AT- GANDHI NAGAR, PO/DIST- RAYAGADA			AUTHORIZED SIGNATORY		

**SECOND PARTY DETAILS**

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter Signed	Present Address	
SWARNALATA NANDA	HUSBAND	JAYADEB NANDA	FEMALE	56	HOUSEWIFE	General	SECONDPARTY/SELF	NO	YES	AT- B-703, DEV ORAM RESIDENCY, NEAR ANANDNAGAR CHAR RASTA, PRAHALADNAGAR GARDEN, AHMADABAD, GUJRAT
JAYADEB NANDA	FATHER	JIBANANDA NANDA	MALE	63	Service	General	SECONDPARTY/SELF	NO	YES	AT- B-703, DEV ORAM RESIDENCY, NEAR ANANDNAGAR CHAR RASTA, PRAHALADNAGAR GARDEN, AHMADABAD, GUJRAT

**IDENTIFIER DETAILS**

Name	Father/Husband's Name	Address	Gender	Age	Profession	ID Proof
NIRANJAN SAHOO	RABINDRA KUMAR SAHOO	AT/PO- KANTAPADA, DIST- CUTTACK	MALE	0	Others	A

**PROPERTY DETAILS**

District	Village/Mouja- Thana	Khata Plot	Area	Kisam Type	MarketValue	Sabak Khata No.	Sabak Plot No.
KHURDA	RAGHUNATHPUR (BALIPADA)-14	517 1480	0.0325528007346189 Acre ( 1418Sq Feet )	GHARABARI	367847	Not Available	Not Available
East		West	North	South	Property Transaction Details		
OPEN SPACE		FLAT NO.T4-5B	OPEN SPACE	FLAT NO.T4-5A	CARPET AREA 1418 SQ.FT., FLAT NO.T4-5C, 5TH FLOOR, 4BHK, PARKING NO.T4-5C, T4-5C/1 OF "9 BOULEVARD"		

The total transacted area is:0.0325528007346189 acre(s).

APPLICATION ID CREATED BY : SUSHANTA KUMAR MAJHI



DOCUMENT ENTERED BY : SUSANTA KUMAR DAS

1002201028

STATE OF WEST BENGAL

REGISTRATION DEPARTMENT

REGISTRATION NO. \_\_\_\_\_

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MORTGAGE   
  TRANSFER   
  LEASE   
  OTHER

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PARTIES: \_\_\_\_\_  
 REGISTERED NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 DISTRICT: \_\_\_\_\_

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REGISTERED VALUE: \_\_\_\_\_  
 REGISTERED DATE: \_\_\_\_\_

REGISTERED VALUE: \_\_\_\_\_  
 REGISTERED DATE: \_\_\_\_\_

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REGISTERED VALUE: \_\_\_\_\_  
 REGISTERED DATE: \_\_\_\_\_

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REGISTERED VALUE: \_\_\_\_\_  
 REGISTERED DATE: \_\_\_\_\_

7