

सत्यमेव जयते

1132407856

INDIA NON JUDICIAL

Government of Odisha

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-OD10602311608884W

: 16-Aug-2024 11:54 AM

: NONACC (SV)/ od5036904/ BHUBANESWAR/ OD-KRD

: SUBIN-ODOD503690414929979880453W

: RADHA GOVIND FUTURE SOLUTIONS PVT LTD

: Article IA-5(2) Agreement

: MOUZA-ANDHARUA

: 77,95,900

(Seventy Seven Lakh Ninety Five Thousand Nine Hundred only)

: SABITA MISRA

: RADHA GOVIND FUTURE SOLUTIONS PVT LTD

: RADHA GOVIND FUTURE SOLUTIONS PVT LTD

: 1,55,920

(One Lakh Fifty Five Thousand Nine Hundred And Twenty only)



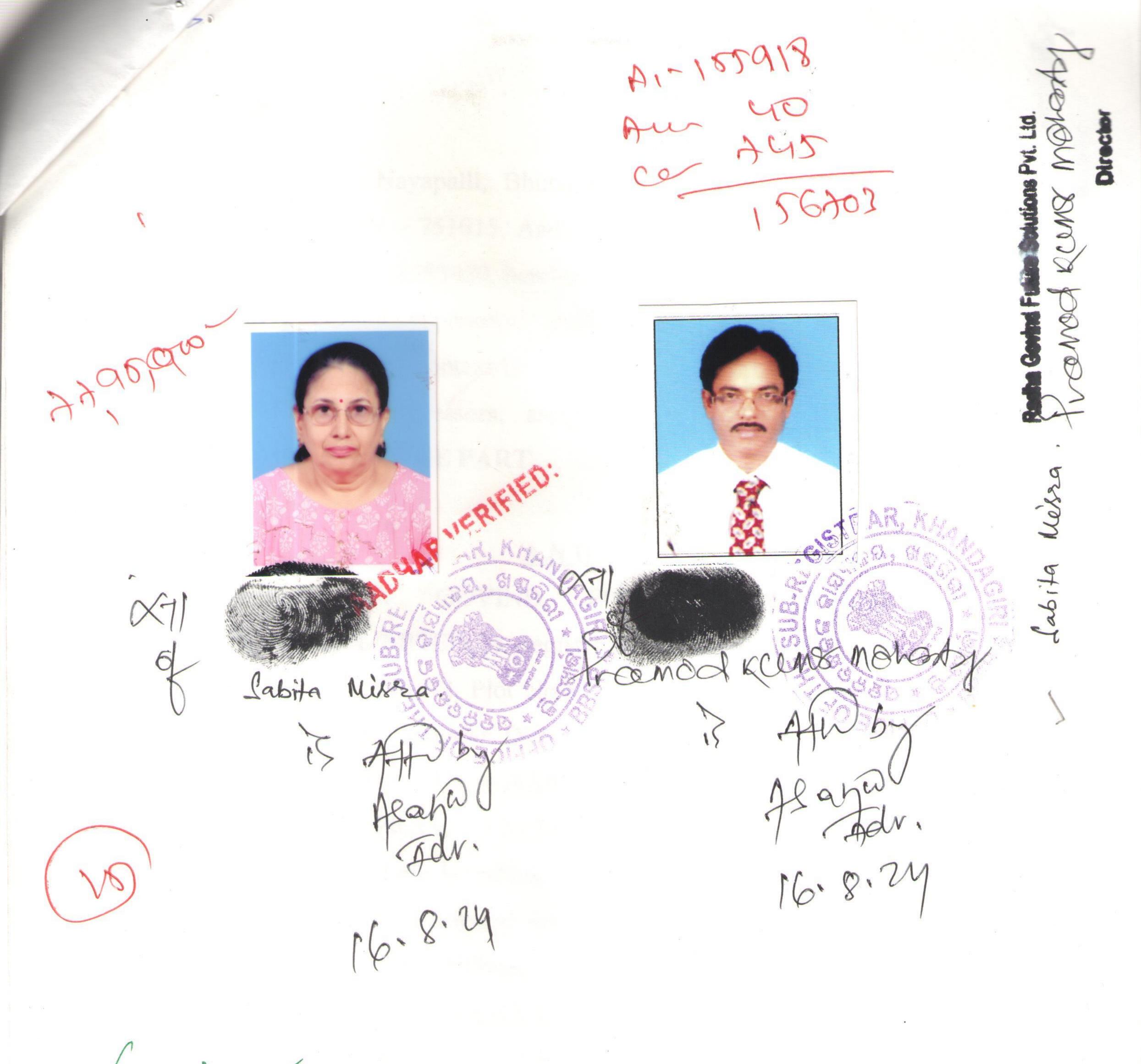
Please write or type below this line

Labita Missa.

OF 0006058904

Statutory Alert:

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



DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT MADE on this day of August, 2024 (two thousand twenty-four).

BETWEEN

SABITA MISRA, aged about 66 years, W/o. Sri Purna Chandra Misra, by caste – Brahmin, by profession – Business, resident of Plot No.N-1/10, I.R.C. Village,

ETRICS CAPTURED

Brown, Sombon Lahor

Page 1 of 16

Biswait Acharact

P.O./P.S. – Nayapalli, Bhubaneswar, District – Khordha (Odisha), PIN – 751015, Aadhaar No.XXXX XXXX 3980, Mobile No.9338583439, hereinafter referred as **Owner/First party** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, successors, assigns and representatives in interest) of the **ONE PART.**

AND

RADHA GOVIND **FUTURE** SOLUTIONS PRIVATE LIMITED, a registered company, having its office at Flat No.1/2, Plot No.N2/43, I.R.C. Village, P.S. -Nayapalli, Bhubaneswar, District - Khordha (Odisha), PIN -751015, having PAN - AAICR4739G, represented by its Director SRI PRAMOD KUMAR MOHANTY, aged about 57 years, S/o. Late Jatindranath Mohanty, by caste - Karan, by profession - Business, resident of Flat No.G-001, Plot No.N3/273, I.R.C. Village, Near N3, BDA Park, P.S. -Nayapalli, Bhubaneswar, District - Khordha (Odisha), PIN -751015, Aadhaar No. XXXXX XXXX 9823, Mobile No.9861066770, here-in-after referred as Developer/builder of the Second party (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its directors, successors, executors, administrators, assigns and representatives in interest) of the OTHER PART.

1. (i) Where as the First party is the absolute owner of the property situated in Mouza - Andharua, Khata No.2272, Plot No.6862, area Ac.0.173 decimals out of Ac.0.282 decimals, having obtained the same by way of Gift vide Regd. Gift Deed I.D. No. 1132405345 and Document No. 11132405130 dated 03.06.2024 registered in the office of Sub-Registrar, Khandagiri, Bhubaneswar from her daughter Shibani Misra, represented by her GPA holder Sri Purna Chandra Misra and the 1st party has got the said property mutated/recorded in her name in the Govt. Records (Tahasildar, Bhubaneswar) vide Mutation Case No.11448/2024 extracting from Khata No.2272 and obtained "PATTA" (Record of Rights) thereof Mutation Khata No.2870/2998, Mutation Plot No.6862/16200, area Ac.0.173 decimals, full plot and the property situated in same Mouza - Andharua, Khata No.2309, Plot No.6861, area Ac.0.128 decimals out of Ac.0.283 decimals, has also been obtained by the 1st party by way of Gift vide Regd. Gift Deed I.D. No. 1132405346 and Document No.11132405129, dated 03.06.2024 registered in the office of Sub-Registrar, Khandagiri, Bhubaneswar from her daughter Shailaja Misra, represented by her GPA holder Sri Purna Chandra Misra and the 1st party also got the said property mutated/reorded in her name in the Govt. Records Mutation Case vide Bhubaneswar) (Tahasildar, No.11445/2024 extracting from Khata No.2309 and obtained "PATTA" (Record of Rights) thereof in Mutation Khata Plot No.6861/16199, Mutation area No.2870/2997,

Ac.0.128 decimals, full plot and the 1st party is in peaceful possession over the total area Ac.0.301 decimals, the details of which are given in the schedule below, without any dispute.

- (ii) That, the 1st party has got approved building plan for construction of B+S+5 storied residential Medium Income Housing, from Bhubaneswar Development Authority, Bhubaneswar, vide Letter No. BP/BDA/009756, Bhubaneswar development authority, dated 14.05.2024.
- (iii) Where as the First Party owner is having the right, title, interest over the said plots having sthitiban right and absolute Ownership and has been paying land revenue (rent) to the Govt. of Odisha through the Tahasildar, Bhubaneswar and obtained receipts thereof.
- (iv) For the purpose of the Development of the said land, the owner has agreed to grant exclusive right of development to the Developer of the second party, over the land more fully described in the schedule below on sharing basis i.e. 40% towards owner's share and 60% towards developer's share, AND WHEREAS, the Developer is engaged in the business of developing on sharing basis, promoting construction of apartment from its own financial resources to carry out any development schemes including construction of apartments, engage engineers, masons and labourers and also put resources for apartments and supervise of completing the construction of the proposed apartments and to procure





Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 5© Fees Paid: A(10) - 155958, User Charges - 745, Total - 156703.

Date: 16-Aug-2024

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar Sub-Registrar KHANDAGIRI between the hours of 10:00 AM and 1:30 PM on the Date 16/08/2024 by SABITA MISRA, son/daughter/wife of PURNACHANDRA MISRA of PLOT NO - N-1/10, IRC VILLAGE, NAYAPALLI, BBSR, KHURDA, by caste GENERAL, profession BUSINESS and finger prints affixed.

Sabita Mirra

Tignature of Presenter / Date: 16-Aug-2024

Signature of Registering officer.

Endorsement under section 58

execution is admitted by:

NAME	PHOTO	THUMB IMPRESSION	SIGNATURE	DATE OF ADMISSION OF EXECUTION
SABITA MISRA		317807427	Labita Mirro	16-AUG-2024
PRAMOD KUMAR MCHANTY DIRECTOR RADHA GOVIND FUTURE SOLUTIONS PVT LTD		244767601	I rano de un moray	16-AUG-2024

prospective buyers for the apartments and other spaces to be built as per the sanctioned plan.

- (iv) Whereas the Developer on the approval of the owner has prepared a scheme for developing the said scheme and has taken the responsibility of development of the said land by raising apartments on an area of Ac.0.301 decimals as per the plan sanctioned by B.D.A..
- 2 (i) AND WHEREAS, it appears to what has been stated herein before and in consideration of the owner having accepted the scheme of the Developer, the owner has appointed the Developer for developing the land mentioned in the schedule below over which the Developer shall have full right to construct apartments and to allot to the persons whom he/they select (s) out of the Developer's share.
- (ii) NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;-

That on the approved plan of the owner, the Developer has agreed to undertake a scheme of development of the said property by raising and constructing apartments for residential purposes sanctioned/approved by the BDA and at the time of construction or before commencements of the proposed apartments the Developer will be entitled to dispose of the apartments falling of its share, in any manner, they may choose to any persons as may be chosen and selected by the Developer, fulfilling the terms and conditions laid down in this agreement.

Identified by BHABANI SNKAR SAHOO Son/Wife of D C SAHOO of BANMALIPUR, BALIPATN KHURDA by profession

BHABANI SNKAR SAHOO





Bhasen's Somker

16-AUG-202

Date: 16-Aug-2024

Signature of Registering officer

Endorsement of certificate of registration under section 50

Registered and true copy filed in: Office of the Sub-Registrar, KHANDAGIR!

Book Number: 1 || Volume Number: 144

Document Number: 11132407175

For the year: 2024

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Seal : rate: 15/09/2024

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(iii) That it is the duty and responsibility of the Developer to procure purchaser and the Developer shall be free to procure them and execute similar agreements with them from time to time without keeping any deceitful intention in mind.

(iv) It is further agreed that the Developer shall have no objection to the Ownership of Owner's share i.e. 40% of the total super built up area of the apartment. If the owner intends to sell her share of the apartment after taking possession of the said flat, then the Owner can do so at her free will and choice, not depending on the Builder.

It is further agreed that the Developer will be at liberty to dispose of by sale the rest 60% of the total super built up area of the apartment to be constructed by the Developer to which the Owner shall have no objection for such sale and Developer shall appropriate full amount of the consideration paid by the intending purchaser towards the expenditure incurred by the Developer for this purpose the owner shall execute a general power of attorney in favour of the Developer authorizing to sell 60% of the total super built up area of the apartment to be constructed over the schedule property mentioned below along with proportionate impartible undivided share in the land.

- 3. It has been further agreed by and between the parties herein as follows:
- The Owner or any person claiming under her shall not (1)interfere with the quite and peaceful construction of said premises by the Developer.

- (ii) The Developer by virtue of the said irrevocable power of attorney shall sign the map or plan and other papers that may be required and shall also sign all other papers and documents as may be required or be necessary for the purpose of getting the said sanction/approval and also for obtaining all necessary approval.
- 4. The Owner has further agreed as follows:
- (i) Not to sell, transfer or mortgage or change or encumber or alienate the said premises or any part thereof except the portion allocated to her in the share allocation agreement to be executed between the parties.
- (ii) Not to enter any agreement for development in respect of the said property with any body, else, during the agreed period or in other words when this agreement is in force.
- (iii) Not to do any act, deed or things thereby the Developers may be prevented selling assigning and/or disposing of any of the Developer's allocated share in the proposed project/apartments on the said premises.
- (iv) It has been agreed by the Developer that he would complete construction of all the apartments as per the approved plan within 4 (four) years from the date of this agreement, unless, prevented by reasons beyond the control of the Developer i.e. Earth Quake, Civil commotions, strike, riots and litigations, rationing

Rhadon, Lan Han Saley

cement, steel rods etc. in respect of apartments, the Developer shall have full right to choose intending purchasers of the proposed apartment, of his allotted portion.

- (v) The total flooring will be of quality tiles and there will be concealed wiring of electrical lines, pipe lines, will be of G.I., P.V.C. with necessary ISI mark quality fitting. Fittings will be of good quality fitted in the entire building. The doors will be of best commercial quality. The windows will be of aluminum with glass fittings.
- (vi) That the Owner of the First part or her prospective purchaser, on completion of the apartment in all respect, will bear the proportionate cost of common part of the maintenance expenses like electricity and water charges, sweepers salary, watchman's salary and other common expenses, which will be decided by all the flat Owners, on forming a Society.
- (vii) Common Electric Meter deposits, power line deposits, electric transformer deposit, water connection deposit expenses shall be borne by the Developers of the Second Part.

Electric meter deposits of owner's share flats, GST expenses of owner's share shall be borne by the Owner of the first Part.

(viii) The Owner will be no way responsible for construction of the apartments over the schedule land.

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Any illegal or unauthorized construction if any made by the Developer, the Developer shall be held responsible for fine and punishment and shall compensate the Owner for such illegal and unauthorized construction.

- (ix) The Owner shall deliver the peaceful and vacant possession of the said premises to the Developer simultaneously upon execution of this agreement.
- (x) The Owner shall hand over the original title deed, all other relevant documents to the Developer simultaneously upon execution of this agreement.
- (xi) That subject to the provision of these presents, the Owner hereby gives the Developer exclusive right to construct apartment as per the approved plan of B.D.A., on the portion of the land mentioned in the scheduled below.
- (xii) That not withstanding any clause, the Developer shall not modify the plan of construction, until and unless, it is duly approved by the B.D.A.
- (xiii) That the Developer shall always remain liable to bear all costs, expenses and durability of the apartment or apartments constructed by the Developer according to plan as mentioned above or modified plan which ever may be applicable if the question at all arises in future.
- 5. (i) That it is further agreed by and between the parties that in case of acquisition of the said land and/or apartments or

Bhorban; Langar Lales

any part thereof by the public authority, the compensation receivable by the Owner or the Developer or the purchaser as the case may be shall be apportioned among them, subject to condition, if the super built up area is completed and divided between themselves as per proportion of 40% and 60% respectively.

- (ii) That it is further agreed that with the execution of these presents for the purpose of giving effect to this agreement the Owner will execute and register an irrevocable power of Attorney in favour of the Developer authorizing them to construct the proposed apartment and to store materials and to construct shed for the labourers and to submit plans, with the concerned authorities and to do other things which are necessary for construction of the proposed apartments.
- (iii) That the Owner shall at the request of the Developer, execute such documents, papers memorandum and deeds in furtherance of these presents which the Developer may require from the Owner for smooth and expeditious construction of the proposed apartment of what so ever nature.
- (iv) That the Owner shall also authorize the Developer by the said proposed irrevocable power of Attorney to do all other acts, deed, and things at the instance of the Developer, whenever, necessary to obtain approval, permission or sanction of any public or statutory body, as may be required for the construction of the proposed apartments.

- (v) PROVIDED ALWAYS; that, the Developer shall bear all cost and expenses for all such documents, letter, papers memorandum etc. shall deposit requisite fees necessary and obtain refund of fees and appropriate the same without any way being answerable to the Owner for the same.
- (vi) That the Owner hereby agrees that she shall not do anything in regard to the said premises, whereby the right of the Developer to undertake construction of the proposed apartments and to dispose of the said apartments is prejudicially effected and/or construction be delayed or disturbed in any manner of whatsoever nature.
- (vii) That is clearly understood by and between the Owner and the Developer that the Developer shall be entitled to assign the right of construction at the risk of the Developer entirely in respect of the proposed building on the said property.
- (viii) The Developer hereby agrees that they shall keep the Owner indemnified and keep her harmless against all third party claims arising out of any act or omission on the part of the Developer, their agents, men or labourers during the construction of the proposed apartments.
- (ix) That it is mutually agreed by and between the parties that the Developer will construct apartments over the land as mentioned in the schedule below for the use of residential complex as per the said approved plan of B.D.A. and will be at liberty to sell 60% of the total super built up area of the

apartment along with proportionate impartible undivided share in the land.

- (x) That at the time of allocation of the Owner's share (i.e. 40% of total super built up area along with one parking space to each flat) the Owner will be allocated from all sides, all floor and all type and height proportionately on mutual understanding of both the parties.
- (xi) That after approval of the plan there be a mutual agreement between parties hereto demarcating the share of the Owner before transferring or giving possession of the Developer's share to the different purchasing parties of the apartment.
- (xii) That in case of any natural calamities such as flood, heavy rain, cyclone, earth quake, pandemic situation, etc. or any other unrest, any Government Policy measures, enactment of any law, order of the Court etc. for which any situation arises, so as to make the situation beyond control of the Developer to continue the construction work the time period for completion of the work shall be extended by that time period.
- (xiii) That the Developer shall be entitled to take any partner for smooth execution of the construction work and share the benefits whatsoever, without adversely affecting the Owners interest. In case of project finance, if avail by the developer from any bank or financial institution, The owner will give her consent if required.

(xv) That, for the purpose of giving effect to this agreement, the owner has executed a Regd. General Power of Attorney in favour of the developer on this day of execution of this agreement.

(xvi) That, the name of the project should be in the name and style of "RADHA GOVIND SHINE".

(xvii) That the Court at Bhubaneswar alone shall have jurisdiction to adjudicate dispute, suit and proceeding arising out of this agreement.

IN WITNESSES WHEREOF, the parties to this agreement have put their seal and signatures, on this day, month and year above mentioned in presence of the following witnesses:

SCHEDULE OF PROPERTY

District – Khordha, P.S. – Chandaka, P.S. No.44, Tahasil – Bhubaneswar, under the Jurisdiction of Sub-Registrar, Khandagiri, Bhubaneswar. Mouza – ANDHARUA, Khata No.2870/2998 (two thousand eight hundred seventy / two thousand nine hundred ninety eight), Sthitiban, Plot No.6862/16200 (six thousand eight hundred sixty two / sixteen thousand two hundred),

Bhabani Lem Har Loles

Kisam- Gharabari (Vacant Land), area Ac.0.173 (one hundred seventy three) decimals, full plot and Khata No.2870/2997 (two thousand eight hundred seventy / two thousand nine hundred ninety seven), Sthitiban, Plot No.6861/16199 (six thousand eight hundred sixty one / sixteen thousand one hundred ninety nine), Kisam – Gharabari (Vacant Land), area Ac.0.128 (one hundred twenty eight) decimals, full plot. Total one Mouza, two Khatas, two Plots and total area Ac.0.301 (three hundred one) decimals, Rent Rs.8.00 paisa.

CONSTRUCTION SPECIFICATION

Foundation:

R.C.C. framed structure with column & beams

Apartment should be earthquake resistant.

Cement:

ACC, Lafarge, Ambuja, RAMCO,

Flooring:

Vitrified flooring with 4" skirting

Door:

Main door is of teak wood with eyepiece & lock. All inside doors flush door with WPC Chaukath.

Windows:

UPVC branded sliding windows with safety MS grills.

Bath Rooms:

C.P. fittings of ESSES/HINDWARE brand.

Bhabar; Bankos Lahon

Vitrified flooring, Glazed tiles upto 7' height & Geyser point in all toilet. All materials are ISI mark of reputed brand.

Electrical:

Modular Electrical Switches & Wires of HAVELL's /Finolex /HPL/Anchor/L&T.

All materials are ISI mark of Reputed brand.

Kitchen:

Granite platforms with stainless steel sinks.

Glazed tiles upto 2 ft. height over platform.

Paints

Distemper & Weather Coat (outside)

Walls:

10" exterior walls with Fly Ash Brick.

Sewerage

Proper Sewerage & Surface drain as per BDA approval.

Boundary walls:

5 feet height on all sides of premises with MS Grill Gate.

Miscellaneous:

Adequate Dieses Generator power backup, Security Cameras, OTIS/Johnson lift.

That, the stamp duty and registration fees in this Agreement paid on Rs.77,95,900/- (Rupees seventy-seven lakhs ninety-five thousand nine hundred) only as per Govt. Bench Mark Valuation.

WITNESSES

1. Pshabani Sankan-Lahor ATIPE Bennamaliphos

Labita Missa.

Signature of the First Party

(Owner)

2. BISWayIt Acharya

Slo santosh Kumar Ahaya

Ratha Govind Future Solutions Pvt. Ltd.

Plot no - NY1336, IRevillage

Nayapali, BBSR-15

Director

Signature of Builder/Developer

CERTIFICATE

Certified that the Executant of this deed is my client 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 executant, who being satisfied about the correctness of the same put their signatures in my presence and in presence of the witnesses.

Advocate, Bhubaneswar.





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RAMOD KUMAR MOHANTY DIRECTOR RADHA GOVIND FUTURE SOLUTIONS PVT LTD					RADHA GOVIND FUTURE SOLUT			TIONS PVT LTD FLAT NO - N2/43, IRC NAYAP			NO - 1 B, IRC AYAP	- 1/2, PLOT NO - C VILLAGE, PS - PALLI, BBSR, HURDA		- DIRECTOR			
	NAME NI SNKAR	SAHOO	FAT	HER/HUS			IE (GENDER	AG 0		ESSIO	N CAS	STE	BANM		ENT ADDRE	
DISTRI	VILL	ILLAGE/MOUJA-		PLOT AREA		KISAM TYPE		PE	BENCHMARK		SABAK KHATA NO.	SABAK PLOT NO.					
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EAST	w	EST	NO	RTH	9	SOUTH		PROPERTY TRANSACTION DETAILS									
NA	1	NA	1	IA		NA		AGREEMENT AREA AC. 0.128 DEC,									

THE TOTAL TRANSACTED AREA IS:0.301 ACRE(S).

I HAVE NO OBJECTION IN AUTHENTICATING MYSELF AND FULLY UNDERSTAND THAT INFORMATION PROVIDED BY ME SHALL BE USED FOR AUTHENTICATING MY IDENTITY THROUGH AADHAAR AUTHENTICATION SYSTEM FOR THE PURPOSE STATED ABOVE AND NO OTHER PURPOSE. APPLICATION ID CREATED BY : MALAY RANJAN SAHOO MALAY RANJAN SAHOO DOCUMENT ENTERED BY : DERENGER HER BERNELDE FOR BERNELDE BERNELDE BERNELDE BERNELDE BERNELDE BERNELDE BERNELDE BERNELDE BERNELDE BER