RECEIPT UNDER SECTION 52 CLAUSE (B) ( Duplicate )

Registration Office : KHURDA(BBSR)

Year: 2024

Application Id: 1082402555

Book No: 1

Executant Name

ARATI DAS

Presenter Name ARATI DAS

Claimant Name MS UTKAL BUILDERS LTD REPRESENTED MANAGING

SIGNEGUPE SHABAPESEAPant

Fee Details

has been authorised to receive the document.

Total Registration Fees Paid :

A(10):

User Charges :

Expected date of return of document

Received the document mentioned in this receipt,

Date: 27-Feb-2024

Signature of the Registering Officer

₹ 608105

₹ 607200

₹865

27-Feb-2024

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Date:

Signature of the Receiver



RECEIPT UNDER SECTION 52 CLAUSE (B) ( Triplicate )

Registration Office: KHURDA(BBSR) Year: 2024

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**Executant Name** 

ARATI DAS

Presenter Name ARATI DAS

Claimant Name

MS UTKAL BUILDERS LTD REPRESENTED MANAGING

DIRECTOR SHARAD BAID

Fee Details

Total Registration Fees Paid :

A(10):

User Charges :

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Signature of the Registering Officer

₹ 608105

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₹865

27-Feb-2024

Date:

Signature of the Receiver

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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.

₹6,07,20



#### 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-OD08737893662507W

27-Feb-2024 12:07 PM

NONACC (IV)/ od5003103/ BHUBANESWAR/ OD-KRD

SUBIN-ODOD500310312303896403337W

M S UTKAL BUILDERS LIMITED DIR SHARAD BAID

Article IA-5(2) Agreement

MOUZA - PATIA

3,03,60,000

(Three Crore Three Lakh Sixty Thousand only)

ARATI DAS

M S UTKAL BUILDERS LIMITED DIR SHARAD BAID

M S UTKAL BUILDERS LIMITED DIR SHARAD BAID

6,07,200

(Six Lakh Seven Thousand Two Hundred only)



Please write or type below this line

Arahi Dal

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1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

The onus of checking the legitimacy is on the users of the certificate

In case of any discrepancy please inform the Competent Authority.

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Account ip: 008003103



1082402555

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AGREEMENT FOR DEVELOPMENT

LAND This deed of Agreement for Development is made on this 27thday of February 2024 at Bhubaneswar, Odisha.

#### Between

ARATI DAS, aged 70 years, W/o-Late Pabitra Nanda DasAdhikari, resident of Qtr No- 502, BhanjaSarani, Ps-Paradeep, Dist-Jagatsinghpur, Pin-754142, State-Odisha, by Profession-Doctor, by Caste- Karan, PAN:-AFJPD9816K, Aadhaar No:-XXXXhaving XXXX-4493, Mob:-9178607445, (Hereinafter called as "Land Owner/First Party" which expression

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unless excluded by or repugnant to the subject or context shall deem to mean and include her legal heirs, representatives, successors, administrators, executors, agents and assigns) hereinafter called the owner of the **FIRST PART**.

#### AND

BUILDERS LIMITED (PAN:-UTKAL M/S AAACU5502C) (CIN:- U45202OR1990PLC002529), a company incorporated under Companies Act, 1956 having its registered office at 777, Saheed Nagar, Post Office: Saheed Nagar, Police Station: Saheed Nagar, Bhubaneswar-750007, Dist-Khurda, State-Odisha, represented by its Managing Director. MR. SHARAD BAID (PAN: ADEPB3155G) (Aadhaar No.XXXX-**XXXX-0025) (Mobile No-9437555111),** son of Shri Bhanwar Lal Baid, aged about 47 years, Occupation-Business, by Caste- Oswal, working for gain at 777, Saheed Nagar, Post Office: Saheed Nagar, Police Station: Saheed Nagar, Bhubaneswar-750007, Dist-Khurda, State-Odisha, authorised by a Board Resolution dated 22.02.2024, hereinafter referred to as the "PROMOTER/DEVELOPER" (which expression unless repugnant to the context or meaning thereof shall mean and include its successors or successors-in-office and assigns) of the OTHER PART.

For other Builders Limited

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The 1stParty hereby declared thatshe became lawful and recorded owner of property as described below.

whereas, the 1stPartyis the absolute owner(s) of the property under Mouza-Patia, having mutation Khata No-474/568, Plot No-369/2381, Area-Ac.0.200dec, Kisam-Gharabari which details described below as "Schedule of Property" and the1stPartyis enjoying the said property peacefully & uninterruptedly.

**WHEREAS**, the 1stPartyhas obtained ROR in herfavour from competent authority vide Mutation Case No.3713/91.

**WHEREAS**, the 1stParty hereby declared that the belowschedule of property is free from all encumbrances, litigation, disputes, liens, attachments and charges etc. and the 1stPartyisin peaceful possession over the said property having all rights, titles and interests etc.

**WHEREAS,** the 1stPartyhasbeen paying land revenue (rent) to the Govt. of Odisha through the Tahasildar, Bhubaneswar and obtained receipts thereof.

**WHEREAS**, the 1stPartyis having the right, title, interest and possession over the said plot and paying rent, tax and cess to the norms of Government of Odisha.

For Utkal Builders Limited

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Bineyex Das Zelhikani Jup Malaly **WHEREAS**, the 2<sup>nd</sup>Party has duly verified the land records and all other relevant documents regarding ownership of 1<sup>st</sup>Partyand concern authorities/departments and also demarcated the schedule property along with boundaries.

whereas, the 1stParty approached the 2ndParty to construct a multistoried building Residential over below schedule property and accordingly 2ndParty agreed with this proposal and undertake to do the said development and construction work on terms and conditions as mutually agreed by the parties over the below schedule property& accordingly both the parties have jointly entered into "Agreement for Development of Land" vide Sl. No-298, Vol. No-1, on dated 17.02.2021 and the said document is part and parcel of this Agreement and the 2nd Party has partly acted upon.

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

### ARTICLE-1(DEFINITION):-

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

- i) Property shall mean the entire land as described in the "Schedule of Property" appended hereto.
- ii) Building shall mean the building to be constructed/erected over the said property as per Bhubaneswar Development Authority's approved plan or Bhubaneswar Municipal Corporation & approval of

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#### **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. <u>5©</u> Fees Paid: A(10) - 607240, User Charges - 865, Total - 608105.

Date:27-Feb-2024

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 Date **27/02/2024** by **ARATI DAS**, son/daughter/wife of **LATE PABITRA NANDA DAS** of **AT- QTR NO- 502, BHANJA SARANI, PS- PARADEEP, DIST- JAGATSINGHPUR**, by caste **GENERAL**, profession **OTHER** and finger prints affixed.

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Signature of Presenter / Date: 27-Feb-2024

Signature of Registering officer.

#### **Endorsement under section 58**

Execution	is	ad	mitted	by	1:
		-	ccca	$\sim$ y	

NAME	РНОТО	THUMB IMPRESSION	SIGNATURE	DATE OF ADMISSION OF EXECUTION		
ARATI DAS		317317389	fran 208			
MS UTKAL BUILDERS TD REPRESENTED MANAGING DIRECTOR HARAD BAID		244449593	Sha.d.3-	27-FEB-2024		
dentified by BINAYAK DA AGATSINGHPUR- 75414	AS ADHIKARI Son/Wife of I 2 KHURDA by profession	PABITRANANDA DAS of AT- PI	LOT NO- 502, BHANJA SAI	RANI, PARADEEP,		
INAYAK DAS DHIKARI			Drama & Day	27-FEB-2024		

Date: 27-Feb-2024

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: 45

Document Number: 11082402235

For the year: 2024

Seal :

Date: 27/02/2024

Signature of Registering officer

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ORERA authority and other allied authority as per applicability.

- iii) Owner Arati Das shall include each of her successors, heirs, legal representatives and assigns etc.
- iv) Developer M/S UTKAL BUILDERS LIMITED shall include it's directors successors, executors, administrators and assigns etc.
- v) Common facilities shall mean and include corridors, common passage, stair case, roof, equipment's and accessories provided in the building, motor pumps, electrical installations etc. and other facilities required whatsoever for maintenance and/or management of the said building and enjoyment of various portions of the said building and land.
- vi) Building Plan shall mean the plan to be sanctioned and approved by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation/ORERA and/or such other revised plan or plans with such modification or alteration which may be made thereto from time to time with the approval of competent authority/authorities for the purpose of constructing the building(s).
- vii) Units shall mean a portion of the floor space comprising of the residential complex capable of being exclusively occupied and enjoyed.

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#### <u>ARTICLE-2(COMMENCEMENT)</u>:-

This Agreement for Development shall commence on 27<sup>th</sup>day of February2024at Bhubaneswar.

## **ARTICLE-3 (CONSTRUCTION):-**

- i) That, 2ndParty 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 1stPartyagreed in accordance with this agreement, to place the physically and actual vacant possession of the said "Schedule of Property" and to grant 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.
- ii) **That,** the building plan will be in accordance with the rules and regulations laid down by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation/ORERA authority as per applicability. The

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For Utkal Builders Limited

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- iii) **That,** the 2<sup>nd</sup>Party at their own risk, cost and expenses shall apply to the Bhubaneswar Development Authority/Bhubaneswar Municipal 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.
- iv) **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 to 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  $2^{nd}$  Party.
- v) **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

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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 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.

- vi) **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.
- vii) 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.
- viii) 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 (Thirty Six) months + 6 (Six) months grace period from the date of approvals from BDA/BMC/ORERA and in no case the completion of the project shall extend beyond 42 (Forty Two) months from date of approval without fail unless the time for the subject purpose is extended by mutual consent of parties.

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That, in the event the completion of the project spills

over the stipulated 42 months period due to any

reason, the 2nd Party shall pay rent to the 1st Party per

sq. ft @ Rs.10/- for the residential space per month

falling to the share of the 1st Party as per the

supplementary agreement till the building is completed

ix)

X)

## ARTICLE-4 (OWNER/1st PARTYOBLIGATIONS):-

and can merge the said adjoining plots with this

scheme for development considered as one project.

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

That, the 1stPartyshall execute and register Irrevocable General Power of Attorney in favor of the 2nd 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/ORERA and to obtain no objection certificates

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from all concerned authorities for construction of residential building, sale of the flats with proportionate undivided rights, title and interest of the schedule properties in respect of developer's share/allotment of the flats(as per the supplementary agreement) and other requirements. The 2<sup>nd</sup>Party 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 declare 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 1stParty shall hand over all relevant original documents/title deeds/ permissions/ lease deed/ conveyance deed and other deeds relating to schedule property to the 2nd Party on the date of execution 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 40% of super built up and saleable area allotted in favour of 1<sup>st</sup>Party and 60% of super built of area and salable area

For Utkal Builders, imited

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allotted in favour of 2ndPartypertaining to FAR of 2.5 on the schedule property which will be allotted floor wise in proportionate manner (40:60) in the residential complex. The right to use the parking over the schedule property shall be allotted by the 2nd Party proportionately as per the share. The **TDR** (Transfer of Development Rights) cost for the additional FAR of .5, would be borne by the both parties proportionately (40:60). The same TDR cost can be paid by the Second party on behalf of the First Party and will be adjusted from the First Parties share.

- That, the 1stPartyafter executing a Regd. Power of 5. Attorney in favour of the 2nd Party delivering all powers for development of entire schedule property with approval proper apartment by residential BDA/BMC/ORERA among which the 2nd Party can sale their share i.e. 60% of super built of area of construction with proportionate undivided right, title & interest of the schedule property. Soon after the 2nd 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 60% of the 2<sup>nd</sup> Party share in the entire project by executing necessary deeds.
- 7. **That,** the 1st Party hereby admitted and acknowledged that she has received an amount of Rs.12,50,000/(Rupees Twelve Lakhs Fifty Thousand) only in shape of cheque i.e. bearing Cheque No.-238671 on dated

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17.02.2021, drawn on State Bank of India, Saheed Nagar Branch, Bhubaneswar towards part interest free refundable security or adjustable money from the 2<sup>nd</sup> Party.

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- 8. **That,** the 2<sup>nd</sup> Party further admitted and acknowledged that she has received an amount of Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand) only in shape of cheque i.e. bearing Cheque No.173544 on dated 23.08.2021, drawn on Axis Bank Ltd. Bhubaneswar as balance refundable security or adjustable money.
- 9. 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.
- 10. **That,** it is agreed by the parties that the 1<sup>st</sup> Party may enter into the supplementary agreement for allocation of share in the ratio of 40:60after necessary approvals from BDA/BMC/ORERA and other Government authorities.
- 11. **That,** the 1<sup>st</sup> Party declare that, she is entitled to enter into this agreement with the 2ndParty 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 of no manner risk/liabilities/responsibilities of the construction of the building/apartment over the schedule property.

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- 13. **That,** the 1<sup>st</sup> Party or her allotted purchasers agreed to pay all taxes, cess, rent, GST or any other taxes applied by State Government or Central Government prior to taking her respective share.
- 14. **That,** the 1<sup>st</sup> Party hereby agree 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.
- 15. **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 the below schedule property for the purpose of development of the project.

# ARTICLE-5 (2<sup>ND</sup> PARTY/DEVELOPER OBLIGATIONS):-

- 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

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necessary permission/no objection from the different Govt. and non Govt. authorities as would be required for the purpose of development and construction of the residential building over the schedule property. However the 2<sup>nd</sup>Party take all the responsibility and liabilities for getting such permission/ approval/no objection etc. from the concern authorities at their own cost and expenses.

- That, the 2<sup>nd</sup> Party agrees to complete the project in all 3) respect with all amenities within 36 (Thirty Six) months + 6 (Six) months grace period from the date of necessary BDA/BMC/ORERA other and from approvals Government authorities and consequent upon such completion of the entire project from all angle by second party, shall handover physical possession of the 40% of the share in the entire project to the 1st Party as per the written due with agreement supplementary acknowledgement with all amenities.
- That, the 2<sup>nd</sup> Party shall be entitled to deal with their share of 60% 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.

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- 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 2<sup>nd</sup>Party has liberty to take project loan by mortgaging the below schedule property and incase of loan the 2<sup>nd</sup> Second Party is exclusively responsible to repay the said loan.
- That, the 2ndPartyshall take prompt action 6) completion of construction of building within 36 (Thirty Six) months + 6 (Six) Months grace period from obtaining necessary approvals from BDA/BMC/RERA and other Government authorities without fail and in no case the completion of the project shall extend beyond 42(Forty Two) months from date of all approvals 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 1st Party agrees that the 2ndPartyshall 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 2ndPartyconfirm that they shall utilize best materials and shall make construction according to the approved plan without deviation. In the

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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 in favor of 1<sup>st</sup> Party.
- 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> Party shall has no relationship of employers 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

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- 11) **That,** after this Agreement is executed, 2<sup>nd</sup>Partyshall not create a charge on the 40% of the schedule property belongs to 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 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.

## ARTICLE-6 (CONSIDERATION):-

That, the parties hereto above shall share the total builtup areas in the project building proportionate to their shares in respect of the floor space. The areas proportionate to their shares in respect of the floor space/parking space of the entire project to be built on the said plot shall be allotted/assigned in the ratio i.e.40% of

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the owner and 60% of the  $2^{nd}$  Party in orderly manner in the entire project.

- That, the parties hereto i.e. the 2ndParty, the 1st Party 2) hereby mutually agree that in order to and for the purpose and in the process of proportioning the saleable areas in the allocated shares of 40% and 60% amongst themselves, if the portion of such sale able area falling in the share of either of the parties is less than the agreed percentage of such party, then the concerned party shall compensated by the other party so as to make the share at par with their respective percentage of built up area at the rate at the time of distribution between the market 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.
- That, the 1st Party hereby agree to execute necessary deeds of conveyance directly in favor of the intending parties as per the advice of the 2nd Party if required. However, all liabilities including costs, charges and expenses in respect thereof shall be paid and discharged by the 2nd Party or the intending parties.
- 4) **That,** the 2<sup>nd</sup> Party shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the 1<sup>st</sup> Party will not have any objection for the same at the developer liability and risk.

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- 5) **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 as may be deemed necessary. The 1st Party hereby agree to ratify 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 impartible share in the land and/or units in the said proposed building by virtue of this agreement on receipt of consideration amount /construction cost.
- That, the 1st Party shall remain liable to encumbrance, if any in respect of the said land up to the date of this agreement, the 2nd Party remaining liable for all encumbrances/liabilities created after this date, in relation to proposed construction.
- 7) **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 damaged if any.
- 8) **That,** the only on written permission of the 1st Party the 2nd Party declare that if during the course of construction of the project building any alternation, charges, deviation from the sanctioned plans become necessary or advisable the said alternation/change /deviations may be made in conformity after obtaining modified plan approved from BDA/BMC/ORERA and the municipal Bye-law and Zonal

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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.

- That, the 1st Party undertakes to constitute the 2nd Party 9) as their attorney by executing Irrevocable General Power of Attorney duly registered for completing the exercise and connection with the in object effectuating the development/construction and completion of the project building. However the 2ndParty undertake in their capacity as 2ndParty 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 2ndParty and furthermore the 2ndParty undertake to keep the 1st Party entirely harmless and indemnified against all claims or demands during construction.
- 10) **That,** after completion of the project, the 1st Party or her allotted flat owner, other flat owners allotted by 2ndParty 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 1st Party allotted flat owners will also be bound by the rules and

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For Utkal Builders Limited

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regulations of the society and be entitled to equal rights as other purchasers of the individual apartments.

- Party to apply for services such as electricity, internet, cable television etc. individually for each apartment with the appropriate authorities. They will be responsible for the maintenance and all payments for securing the connection and for continuity of the services.
- 12) **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.
- 13) **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.
- 14) **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

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For Utkal Builders Limited

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- 15) **That,** it is agreed by the parties that the 1st Party or its intending purchasers of the flats will pay for the following extra charges;
  - club membership fee/charges,
  - Society corpus fund
  - Electrical installation charge
- 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.

## **ARTICLE-7 (JURISDICTION):-**

All disputes or differences that may arise between the parties right as to the interpretation of this agreement and any other subsequent supplementary agreement or as to claims rights or obligations under this agreement and any other subsequent supplementary agreement or any breach or default or specific performance etc shall be decided by mutually discussion and on failure it will be decided by civil court under Bhubaneswar jurisdiction.

For Utkal Builders Limited

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## **ARTICLE-8 (ALLOCATION OF SHARE):-**

It is agreed by the parties that, both parties will enter into allocation agreement/supplementary agreement after necessary building approvals from BDA/BMC/ORERA other Government Authorities.

## ARTICLE-9 SCHEDULE OF PROPERTY

Dist-Khurda, Tahasil-Bhubaneswar, Tahasil No-260, Ps-New Capital (Chandrasekharpur), Ps No-22, Mouza-Patia, Khata No-474/568, Plot No-369/2381, Area-Ac.0.200dec, Kisam-Gharabari, corresponding to Previous Khata No-117.and the sketch map is attached in red colour.

#### Bounded By:-

North:-Other purchasers/Balance area of Plot No-369.

South:-Road.

East:-Akshya Kumar Dash & others.

Princyak Das Adhikan.

West:-Plot No-368.

Government Bench Mark Value:- Rs 30360,000/-(Rupees Three Crore Three Lakhs Sixty Thousand) only

## **ARTICLE-10 (BUILDING SPECIFICATIONS)**

SUPER STRUCTURE	RCC framed structure designed for earthquake resistance
WALL FINISH	
Internal	Birla White Putty or equivalent
External	Combination of tiles, textured paint and whether coat acrylic emulsion paint
FLOORING	
Lobby/Living/Dining	Premium porcelain vitrified floor tiles
Bedroom	Wooden flooring
Staircase	Granite
External Driveways	Heavy duty tiles and pavement tiles
KITCHEN	
Flooring	Premium quality anti skid tiles
Wall Finishes	Ceramic tiles up to 2' above working platform, rest of the wall in while putty
Others	Granite counter with stainless steel (double) sink quality CP sanitary fittings of Kohler, Jaquar Roca or equivalent.
TOILETS	
Walls	Premium designer tiles uptoceiling level.

For Utkal Builders Limited

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Page 24 of 26

Fittings	Granite counter, sanitary fixtures of Kohler & C.P. fittings of Kohler, Jaquar Roca or equivalent.
BALCONY	Premium quality anti skid tiles.
WINDOWS	UPVC Windows or Powder coated/ Anodized aluminum windows
DOORS	
Internal Door	Sal wood frame, Flush door/Panel door
External Door (Main Door)	Sal wood frame, Teak veneered and Polish shutter.
ELECTRICAL	Copper electrical wiring throughout in concealed conduit with provision for light points, AC, TV, Internet and Telephone & premium modular switches.
MAIN LIFT LOBBY	Elegantly decorated Lift lobby with wall cladding in Italian marble designer stone. Designed false ceiling.
ELEVATORS	Elevators of repute made
STATE OF THE PROPERTY OF THE P	

Premium quality anti skid tiles

For Utkal Builders Limited

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SECURITY

Flooring

CCTV Surveillance in the entire

project common area.

IN WITNESSETH WHEREOF the parties hereto having been agreed with the terms and conditions stated in this agreement are set and subscribe their hand and seal as token of free consent/will on this 27th day of February 2024 at Bhubaneswar.

#### Witnesses:-

1. Brinayor & Das Adhiler:

S/O-Laile Dr. Patritronando Des

Achiler:

40 - BANTOSH STVA SADAN,

PLOT NO-501, 3HANJAS ARANI.

PARADIO-7541412

2. Ahup Mahalin

Lenit- HM-SZ

Arak Das Signature of the 1stParty

For Kal Builders United

How Managing Director 2 101 24

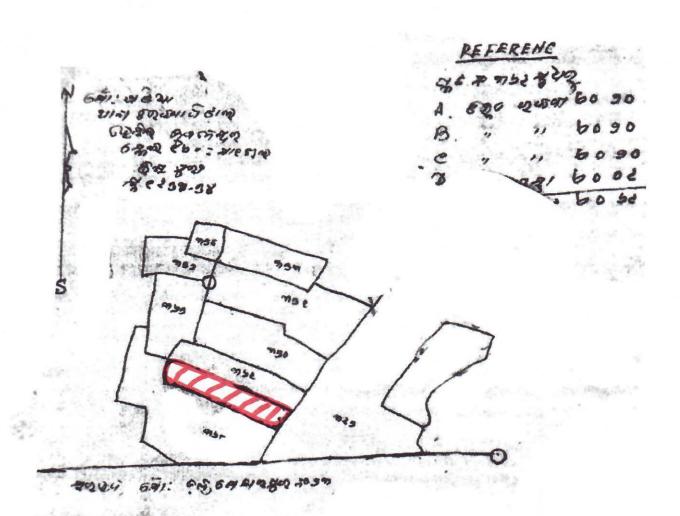
Signature of the 2ndParty

## CERTIFICATE

Certified that the Executants of this deed of Agreement for development of land are 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 executants, who being satisfied about the correctness of the same put their signatures in my presence and in presence of the witnesses.

Swall keenen Jwan Advocate. France 0-1167/13

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15.18.00 15.18.00 per Del ଖତିୟାନ

ମୌଜା : ପ**ଟିଆ** ଥାନା : **ନିଉକ୍ୟାପିଟାଲ** ଥାନା ନୟର : 22

ତହସିଲ : **ଭୁବନେଶ୍ୱର** ତହସିଲ ନୟର : 260

ଜିଲ୍ଲା : ଖୋର୍ଦ୍ଧା

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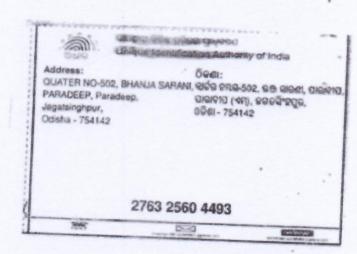
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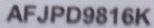
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PERMANENT ACCOUNT NUMBER



TH /NAME

**ARATI DAS** 

पिता का नाम FATHER'S NAME SRIDHAR CHANDRA DAS

जन्म तिथि /DATE OF BIRTH

05-11-1953

ERRIARY ISIGNATURE

Dr. Arak' Par

Resorani.

आयकर आयुक्त(क.म.), भूवनेश्वर

Commissioner of Income-tax(Computer Operations)



## भारत सरकार GOVERNMENT OF INDIA



ଶରତ ବୈତ SHARAD BAID ଜନ୍ମ ତାରିଖ / DOB: 17/09/1976 ପୁରୁଷ / MALE



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## भारतीय विशिष्ट पहचान प्राधिकरण ONIQUE IDENTIFICATION AUTHORITY OF INDIA

## ଠିକଣା:

ପିତା ଡକ୍ ନାମ / ମାତା ଡକ୍ S/O: Bhawarlata Baid, FLAT NO-ନାମ: ଭବରଲାଲ ବୈଦ, ଫ୍ଲାଟ 82.BLOCK-D.8TH FLOOR. UTKAL ROYAL RESIDENCY. ନଂ-82,ବ୍ଲକ-ଡି.୫ଥ ଫୁର, ଉଡକୁଲ ରୋୟାଲ ରେସିଡେନସି, ଗୌଡମ ନଗର, Khorda. ଭୁବନେଶବ୍ର, ବି ଜେ ବି ନଗର, ଖୋଦଧା, ଓଡ଼ିଶା - 751014

## Address:

GAUTAM NAGAR BHUBANESWAR, B J B Nagar, Odisha - 751014

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MERA AADHAAR, MERI PEHACHAN

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आयकर विभाग INCOME TAX DEPARTMENT UTKAL BUILDERS LIMITED

भारत सरकार GOVT. OF INDIA

08/06/1990

Permanent Account Number AAACU5502C

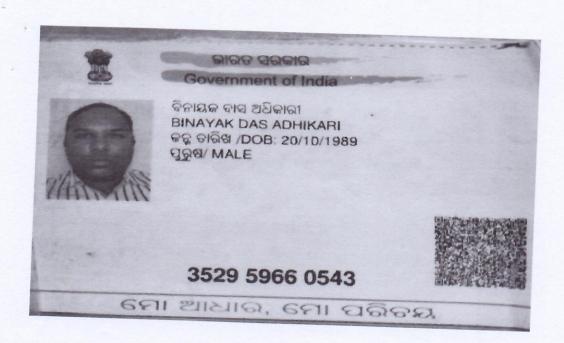
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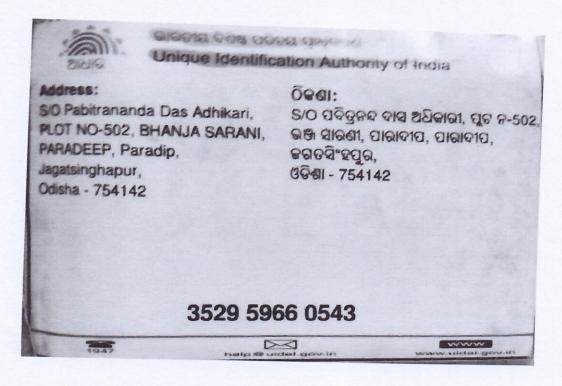
If this card is lost / someone's lost card is found, please inform / return to ;
Income Tax PAN Services Unit, NSDL
1st Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664, e-mail: tininfo@nudi.co.in

For Utkal Builders Limited

Managing Director







CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS, MEETING HELD AT ITS REGISTERED OFFICE ON 22<sup>TH</sup> February, 2024 AT 10.30 AM.

#### EXTRACT MINUTES BOARD MEETING

Attendees:- Mr. Sharad Kumar Baid, Rakesh Bhura

The Meeting held on 22.02.2024 at 10.30 AM on the company's Registered Office Premises, at 777, Saheed Nagar, Bhubaneswar-751007, Dist-Khurda Mr. Sharad Kumar Baid, the Chairman of the Company took the Chair & welcomes the members of the Board.

The Chairman read and signed the agenda of discussion and also informed the Board that the Company has decided to purchase Land under Mouza-Patia, Khata No-474/568, Plot No-369/2381, Area-Ac.0.200dec, Kisam-Gharabari Status-Stitiban and from Land owner Mrs. ARATI DAS, aged 68 years, W/o-Late Pabitra Nanda Das Adhikari, resident of Qtr No- 502, Bhanja Sarani, Ps-Paradeep, Dist-Jagatsinghpur, Pin-754142, State-Odisha, by Profession-Doctor, by Caste- Karan, having PAN:-AFJPD9816K, Aadhaar No:-XXXX-XXXX-4493, Mob:-9178607445

RESOLVED FURTHER THAT Mr. Sharad Kumar Baid, Managing Director of the Company be and is hereby authorized by all the Director's of the Company to sign & execute the ADL, IGPA.

The Board discussed the matter at length and it was;

The acts done and documents shall be binding on the company, until the same is withdrawn by giving written notice thereof.

Thereafter, there being no business, the Meeting was adjourned with the vote of thanks to the Chair.

Managing Director

**CERTIFIED TRUE COPY** 

**Utkal Builders Limited** 

CIN: U452020R1990PLC002529