

ओड़िशा ODISHA

NO. 28/2008

M 0584

DEVELOPMENT AGREEMENT

Pati
CUTTACK
ODISHA
NO. 28/2008

THIS DEED OF AGREEMENT FOR CONSTRUCTION is made on this the 24th November 2021

BETWEEN

Pati
CUTTACK
ODISHA
NO. 28/2008

Smt. Padmini Jena, aged about 69 years, W/o. Late Purna Chandra Jena, by Caste - Mahalayak, by Profession - Housewife, resident of Vill.- Panchupur, P.O.: Mardakatia Chhaka, P.S.: Mangalpur, Dist. - Jajpur, Odisha, presently residing At- 3487, Rajendranagar, P.O./P.S.: Madhupatna, Cuttack-753010, District- Cuttack, Odisha (hereinafter referred to as "**LAND OWNER**"), which expression shall, unless excluded by or repugnant to the subject or context, mean and include his respective heirs, successors, assignees and legal

9 SHELTER HOME MANSION PVT LTD. 9 SHELTER HOME MANSION PVT LTD.

Abhishek Kumar
Dones Des
Jena

Rajlaxmi Pati
NOTARY, CUTTACK
GOVT OF ODISHA

AND

M/s. 9 SHELTER HOME MANSION PRIVATE LIMITED, Rosalipta Parida C/o Mulia Colony, Maharsi Lane Near Maharsi Vidya Mandir, Cuttack, Cuttack, Orissa, India, 753001 a joint venture consortium of two companies incorporated under the companies act 2013 namely M/s. We can shelters Pvt. Ltd. AND M/s. 9 Mansion Infra Project Pvt. Ltd. Having its registered office at Metro Tower 4th floor, Flat No-A/18, Acharya Vihar Square, Bhubaneswar represented through its authorized signatory Mr. Sovan Das AND Mr. Ashish Kumar Singha. (hereinafter called "**PROMOTER / DEVELOPER**" which expression shall, unless excluded by or repugnant to the subject or context, mean and include its executors administrators, successors, survivors etc.) of the **SECOND PART.**

WHEREAS the landed property is situated in Mouza - Sainda more fully described in the Schedule below belong to the land owner and she is in continuous and peaceful possession over the schedule property.

AND WHEREAS in intending maximum usufructs from the scheduled land, the land owners have decided to develop the land into a multi-strayed residential/commercial complex and to sell the various units of constructed spaces/flats to different prospective purchasers.



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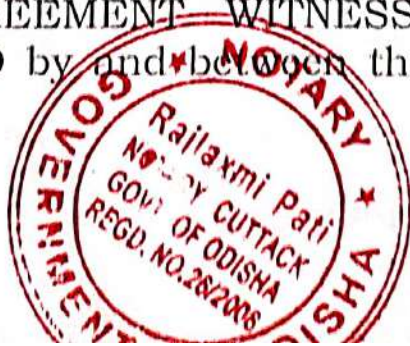
9 SHELTER HOME MANSION PVT. LTD. *Ashish Kumar Singh* Director
 9 SHELTER HOME MANSION PVT. LTD. *Sovan Das* Director
Radhini Jena

AND WHEREAS the Second Party/Developer is a Company and carrying on the business of builders, construction and also carry on the business of property and real estate dealer amongst others.

AND WHEREAS the offer of the first party/land owner are accepted by the Developer and have agreed to work out of the said project at its own cost in the name and style of 9 DESTINY and the execution of the proposed constructions in accordance with the permission and building plan to be approved by the B.D.O. dt. 14.09.2010.

AND WHEREAS it is pertinent to mention here that the land owner had executed a Agreement for Development of the said scheduled land in favour of M/s. Sai Sampark Residency Pvt. Ltd. having its registered office at Aruna Bhawan, Rajendra Nagar, P.O./P.S.: Madhupatna, Cuttack-753010, District- Cuttack, Odisha, represented through its Managing Director, Rashmi Ranjan Jena before the Notary Public, Cuttack on dated 31.10.2011. But due to some unavoidable situation the said the Developers, M/s. Rashmi Hyde could not able to do the same and for which a Cancellation Agreement dated 02.03.2019 has been executed to Cancel the above noted Agreement for Development dated 31.10.2011.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED by and between the parties hereto as follows:

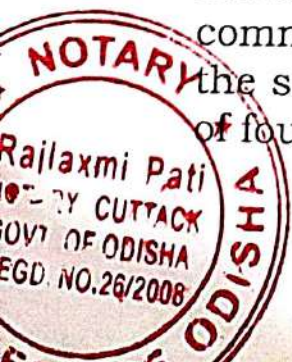


Rajlaxmi Pati
Rajlaxmi Pati
NOTARY, CUTTACK
GOVT OF ODISHA
REGD. NO 28/2008

Rashmi Jena
Rashmi Jena
Director
SHELTER HOME MANSION PVT. LTD.
SHELTER HOME MANSION PVT. LTD.
Director

CLAUSE: I (DEFINITION)

1. 'PROPERTY' shall mean the property as described in the Schedule appended hereto.
2. 'BUILDING / DEVELOPING' shall mean the Multistoried Residential Flat(s) / Units(s) to be constructed / erected over the said property as per the sanctioned/approved Plan.
3. 'OWNER' shall mean the MEMBER OF THE FIRST PART, his / her respective legal heirs, successors, assignees and legal representatives, etc.
4. 'PROMOTER/DEVELOPER' shall mean 'Director' of M/S. 9 SHELTER HOME MANSION PRIVATE LIMITED. and assignees.
5. 'COMMON AREAS' shall mean and include stair case, balcony, terrace, lift security guard room, common room, electric transformer, passages, roads and etc. and other areas of the building whatsoever require for peaceful use and enjoyment of various Independent Residential Flat(s) / Units(s).
6. 'BUILDING PLAN' shall mean the Plan already sanctioned/or to be sanctioned by the B.D.O. / C.D.A. and/or such other or further Plan or Plans with modifications, alterations which may be made thereto from time to time with the approval of competent authority / authorities for the purpose of erecting the Multistoried Residential building / apartment.
7. 'UNIT' shall mean the Independent Residential Flat(s) / Units(s) or other construction in the building capable of being owned and possessed on ownership basis.
8. 'PROPOSED BUILDING / DEVELOPMENT OF LAND' shall mean and include the Independent Flat(s) / Units(s).intended to be constructed in accordance with the sanctioned Plan.
9. 'APPARTMENT ' shall mean multistoried building having Independent Flat(s) / Units(s) along with common service facilities etc. to be constructed over the schedule property and space for garage for parking of four wheelers equal to the number of flat(s).



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9 SHELTER HOME MANSION PVT. LTD.

Abhishek Kumar
Director

9 SHELTER HOME MANSION PVT. LTD.

Govar Das
Director

Radhikini Sena

Singh

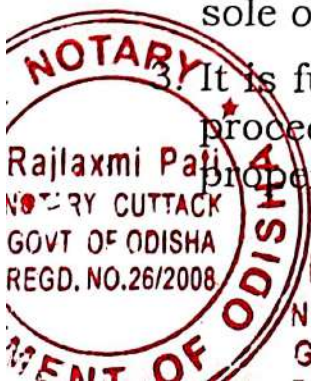
10. 'ALLOCATION OF SHARE' shall mean the total super built up area of Independent Residential Flat(s)/Units(s), constructed over the schedule property as per the plan(s) approved by the B.D.O. vide letter No. 5998 dt. 14.09.2010 along with proportionate share of land allocated between land owner and developer to be as follows :-

- (a) Owner's allocation shall mean the portion of Independent Residential flat(s) along with proportionate land, which is to be allocated to the Owner (i.e.No FLATS of the super built up area as per B.D.O. approved Plan up to the extent of 36% at total built up area) as part of Owner's portion in accordance with the terms and conditions of these presents, towards consideration amount of his / her entire land offered for the project.
- (b) Developer's allocation shall mean the remaining portion of constructed areas over the scheduled property along with rest part of land towards their entire cost of development of land, labor, construction and investment whatsoever in the project.

CLAUSE-II (OWNERSHIP DECLARATION):

1. The Owner hereby specifically declare that he is the sole and absolute owner of the property mentioned in Schedule below and there is no other claimant except this Owner and have already entered with this Second Party for the same purpose.
2. The Owner hereby further declare that the property mentioned in the Schedule below is absolutely free from all encumbrances and free from any encumbrances, litigation, liens, attachments whatsoever and is in exclusive possession of the OWNER and have been peacefully enjoying it as the sole owner.

3. It is further declared by the owner that no suit or legal proceedings is pending in respect of the Scheduled property in any judicial court / revenue court or any



Rajlaxmi Pati
NOTARY, CUTTACK
GOVT OF ODISHA

[Handwritten Signature]

SHELTER HOME MANSION PVT. LTD.

[Handwritten Signature]
Ashish Kumar Singh
Director

SHELTER HOME MANSION PVT. LTD.
[Handwritten Signature]
Dover Das
Director

[Handwritten Signature]
Radhuni Sene

other court.

4. The property in question is not subject to any land acquisition proceedings of Government for any public purpose or otherwise.
5. The Owner hereby declare and undertake that, they have never created any charge of encumbrances on the property or shall not enter into any Agreement with any other party so long as this Agreement shall be enforce and effective.

CLAUSE-III (COMMENCEMENT):

1. This Agreement shall commence from the date of its execution and on the same date all original documents relating to the land at Schedule below shall be handed over by the First Party member/ OWNER to the Second Party member/DEVELOPER.

CLAUSE-IV (CONSTRUCTION):

01. (a) It shall be the responsibility of the Promoter/ Developer to prepare, submit, pursue and follow up the building plans for approval by the B.D.O. / C.D.A. or other agencies concerned. They are also responsible to submit along with building plan, the relevant land documents of the owner necessary for getting approval for construction of the Multistoried Independent Residential Flat(s) / Units(s) over the schedule property.

(b) On the strength of Irrevocable General Power of Attorney executed by the OWNER in favor of M/s. 9 Destiny Infra Project delegating powers to sign the plans, papers, documents for approval of Plans etc. the Developer shall sign the requisite papers/documents on behalf of the owners and submit the same before the B.D.O. / C.D.A. and other agencies concerned for approval of Plan, obtaining permission etc. for construction of Multistoried Residential Building, the Promoter/Developer is hereby authorized to submit the relevant land documents of the Owner under their signature to B.D.O. / C.D.A. along with building plans for

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Aakash Kumar Singh
Director

9 SHELTER HOME MANSION PVT. LTD.

Govind Das
Director

Padmini Sena



approval.

(c) All expenses / charges incurred and to be incurred in respect to approval / sanction and modification and/or alteration of the sanctioned plan and for any other Plan submitted and/or to be submitted for approval/sanction shall be borne by the Promoter/Developer as per requirement, the Promoter/Developer will bear entire expenses.

(d) The requisite scrutiny fees for sanction of the Plans to be submitted and such other sanctioned fees for any plans that may be submitted in future shall be borne by the Promoter/Developer.

(e) The Promoter / Developer shall be held responsible to expedite the sanction of such plan or plans.

02. The owner hereby agree to assign / convey to the Promoter / Developer and the Promoter / Developer hereby agree and assure to acquire the development and sale right along with the benefits of Plans and permission. The Promoter / Developer has the right to enter into/with the prospective purchasers to sell, transfer and assign various constructed spaces or developed areas together with proportionate interest in the land comprised in the said property free from all encumbrances of any nature whatsoever and to sign and execute the Sale Deeds for the same relating to such entire complex in favour of the prospective buyers.

03. The bargain between the parties regarding the transaction, which shall be treated as commercial transaction shall be as follows:

(a) That, in consideration of the land owner having agreed to grant the exclusive right of development of the said land as herein provided and relying upon the aforesaid representation and believing the same to be true and assign on the faith thereof the Second Party/Developer has agreed to obtain the exclusive right of development and constructions of the said project at its own cost and in consideration of the Builder has agreed to give 36% share of constructed area out of the total super built up area i.e. the allocation share of the land owner to be constructed

9 SHELTER HOME MANSION PVT. LTD.

Asish Kumar Singh
Director

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Govar Das
Director

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25/11/14
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OF ODISHA
NO.26/2008

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on the scheduled land to the owner.

- (b) The First Party member has executed an Irrevocable General Power of Attorney in favour of the M/S. 9 SHELTER HOME MANSION PRIVATE LIMITED by authorizing the Developer to negotiate and sell its share over the proposed independent / individual residential Flat(s) / Units(s), super built up / built up areas together with proportionate interest in the land comprised in the said property to the proposed buyers. The 'Owner' of the Party of the First Part shall not claim any right over the builder's / developer's allocated share, which shall be the exclusive domain of the Second Party member to deal with. The First Party will extend all co-operations to the Second Party in respect of the property given whenever necessary.
- (c) The responsibility with regard to the quality and standard of construction of the aforesaid building would be exclusively of the Developer and the owner shall have no liability in the matter in any way.
- (d) After execution of this Agreement and G P A, the Developer shall develop the Scheduled land as per the approved Plan and do all the needful for the same.

9 SHELTER HOME MANSION PVT. LTD.
Abhishek Kumar Singh
Director

9 SHELTER HOME MANSION PVT. LTD.
Sovan Das
Director

CALUSE-V (POSSESSION-OWNER'S OBLIGATION):

01. Not to cause any interference or hindrance in connection with the construction of the said building on the said property by the Developer's act in manner violating the terms of this Agreement.

02. To sign and execute Irrevocable General Power of Attorney for sale in respect of the property in favour of the Promoter / Developer. This Irrevocable General Power of Attorney forms a part of this Agreement.

The Owner hereby hand over the vacant physical possession with demarcation of the property given below to the Promoter / Developer in a Sketch Map. The delivery of vacant physical possession is handed over to the Promoter / Developer in a separate sheet and the

Padmini Sena

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Rajlaxmi Pati
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ODISHA

Developer took over physical possession from the Owner, which shall form part of this Agreement.

CLAUSE-VI (DEVELOPER'S OBLIGATION)

01. The Developer at the site shall commence the construction work as soon as possible from the date of obtaining all the permission/s from the competent authority/ies. Any labour or workman engaged for the construction of the building by the Promoter / Developer will be the employee of the Promoter / Developer and any amount that may be paid under any other agreement or labor dispute under workmen compensation Act or damage are to be the sole responsibility of the Promoter / Developer and the Owner of the land will have no liability in this regard.

02. The Developer shall allot to the Owner, 36% (Thirty Six percent) out of the super built up area towards owner's allocation share as per B.D.O. / C.D.A. approved Plan, as well as the prevalent B.D.O. / C.D.A. norms, and the said can be made through letter of allotment.

CLAUSE-VII (GENERAL):

01. In consideration of terms hereby agreed to by and between the parties and spelt out above, the Owner hereby agree to confirm and convey the development and sole right in respect of the property together with the benefit of sanctioned Plan and permission accorded by B.D.O./C.D.A. to the Promoter / Developer.

02. The Promoter / Developer shall be at liberty to appoint their own Contractors, Staffs, Supervisors, Managers, Engineers, Architects etc. to carry out the construction works and the owner shall have no objections to it. The Owner shall have no objection towards them also.

03. After execution of this Agreement the Promoter / Developer will be allowed to construct and take all developmental works in the Scheduled property like sand filling etc. and electric connections in the said building / land and shall obtain permission for such installation from the concerned authority/ies wherever necessary. The cost of such works shall be borne by the Promoter /

SHELTER HOME MANSION PVT. LTD.

Singh
Director

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SHELTER HOME MANSION PVT. LTD.

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NOTARY
Rajlaxmi Pati
NOTARY GUJARAT

Developer.

04. That the Promoter / Developer shall have the right to receive any earnest money from the Prospective Buyers or take advance(s) and also the balance consideration money in regular installment to carry out the development work thereof and to grant receipt without involving the owner in any way.

05. The Owner hereby agrees to execute Irrevocable General Power of Attorney which is / may be required in carrying out construction and sell of the proposed building by the Promoter / Developer.

06. That the Promoter / Developer shall have the right to allow the intending purchaser(s) / allotted(s) to mortgage the respective allotted individual flat(s) along with propionate land with any financial institution / bank in order to enable them to avail loan for purchasing the same during the period of construction or after completion of construction and Owner shall hand over all the original land papers to the Promoter / Developer to submit the same before the Bank(s) for verifying the same, if necessary.

07. The Developer shall make its best endeavors to complete the said building complex in all respects within 4 years i.e. 48 months from the date of obtaining all necessary permissions from the competent authorities such as RERA and other necessary permissions as required and shall give delivery of the owner's share unless prevented by unavoidable situations or any notice or notification of the Govt. and/or public authority or restraint order passed by any competent court or authority for stoppage of construction work or in such unavoidable situations the period of completion shall be extended.

08. That, the Developer shall be at liberty to reject or accept the proposal of intending purchaser, Lessees or tenants in any case may be at its own discretion and the first party landowner shall not interfere in the said discretion of promoter.

09. That, the share so allotted shall be permanent, heritable and transferable immovable property of



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Singh
Kumar
Director
SHELTER HOME MANSION PVT. LTD.
PVT. LTD.

first party and the second party in respect of their units/flat as stated above. If or any other competent authority approved further construction, then the share shall be distributed between the parties accordingly 36% to first party and 64% to second party.

10. That, the second party shall finance and make financial arrangement for construction and development of the project schedule to be set up in the entire land schedule.

11. That, financial arrangement shall means and include loan from Bank and other financial /private sources which shall be utilized for the construction, development and marketing the said project. Thus therefore the second party is here by authorized to apply its discretion in the matter of procurement and of finance and its arrangement even by creating equitable mortgage of schedule land and building before any Bank or financial institution as per the Promoter's share.

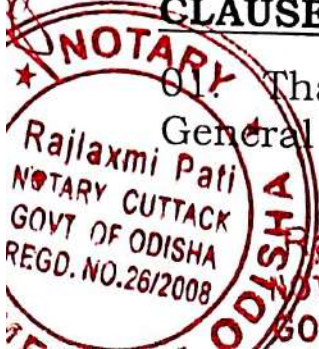
12. In case of the First Party Member / any legal heirs of the First Party Member create any hindrance / problem / dispute, then the Owner / First Party member shall be responsible to solve the matter for the same. The delay cause in such litigation, will lead to stoppage of construction work by the Second Party and in that event time will be extended beyond the above said stipulated period. till the matter is solved.

13. In case any outsider creates any hindrance / problem and the Developer / Second Party fails to solve, then the First Party Member shall co-operate the Second Party to solve them.

14. The Developer and the Owner hereby declare and undertake that all the parties to this Agreement shall abide by all the terms and conditions of this Agreement and if any dispute concerning this Agreement arises, then both the parties are competent to redress the matter mutually through arbitration.

CLAUSE-VIII (MISCELLANEOUS):

01. That, the first party shall register and execute General Power of Attorney in favor of the second party.



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Singh
9 SHELTER HOME MANSION PVT. LTD.
Kumar
Abhishek

9 SHELTER HOME MANSION PVT. LTD.
Mohan Das

Padmavati Sena

The power of attorney so executed cannot be revoked except on violation of terms and conditions by the second party enumerated in this memorandum of understanding. In case of such exigencies the first party has to serve three months written notice on the second party indicating the just and proper cause of dissatisfaction if any. If the explanation of second party against such dissatisfaction is not accepted then it shall be referred to two arbitrators to be decided by both the parties and the parties shall carry out the decision of the arbitrator. The power of attorney so executed shall be construed as part of this Agreement.

02. That, the first party shall indemnify the second party against loss of finance, reputation and time if the first party retreat back from the project after execution of this agreement.

03. That, power and function of the First party which has been specifically delegated by the second party through Registered Power of attorney in respect of the schedule land shall be executed only by the Power of attorney holder. If the first party do or execute any act or omission without the written acknowledgement of the second party then it shall be a violation of contract and breach of trust.

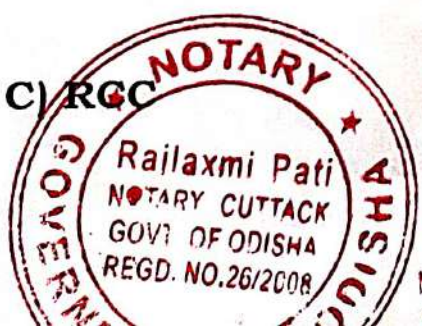
04. That in the case the Second Party will not perform as per the terms and condition of this present Agreement then the the Agreement and the General Power of Attorney executed stands to be cancelled.

List of amenities to be provided in the project of One Bed-room, Two Bed-rooms and Three Bed-rooms flats with necessary ancillaries.

a) **Foundation** : R.C.C footing with framed structure.

b) **Super structure**: R.C.C framed structure with Column / beams.

c) **RCC** : R.C.C. in 1:2:4 proportion with 1/2"



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SHELTER HOME MANSION PVT. LTD.

d) WALLS

to 3/4" HG chips for column, footing, beams, slabs, lintel, staircase etc.

: K.B. Bricks / First Class fly ash bricks concrete hollow brick walls in cement and mortar (1:6)

e) WALL Finishing

: All internal walls of the flats plastered and pop treated in pleasing standard uniform color of distemper, ceiling in white, external walls with second Coat cement paint with weather proof.

f) Flooring

: Vitrified / Ceramic tiles flooring in Drawing, Dinning, marble flooring in all bed rooms and balconies, Kota & Marble Design Flooring in common areas

g) Toilet

: Ceramic tiles flooring, wall cladding up to 7ft height, with matching wall tile. Interior plumbing work with PVC/PPR pipes, European Commode in attach and common toilet with cistern and necessary CP fitting make PVC door and doorframe in toilet.

h) Kitchen

: Vitrified flooring, Granite cooking platform with stainless steel sink with cp fittings, glazed tiles up to 2 ft above Kitchen platform.

: Wood/Aluminum sliding windows



Rajlaxmi Pati
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SHREYAS NURE MANSION PVT. LTD.
Singer
Kumar
Dhanraj
Soni

j) DOORS

with protective designer MS Grills.
: All doorframes of Sal Wood/ RCC,
Main Door will be of Teak Varnier
polished with lock and eyepiece and
all inside door will be of commercial
type flush door with enamel painting.

k) Internal Painting: Distemper to be used on POP/Putti
finish walls

l) Water Supply : 24 hours water supply from deep
bore well, underground reservoir and
overhead water tank.

m) Sewerage : A proper sewerage system. Septic
Tank and soaking pits as per
relevant specification.

n) Amenities : Lift and Generator backup

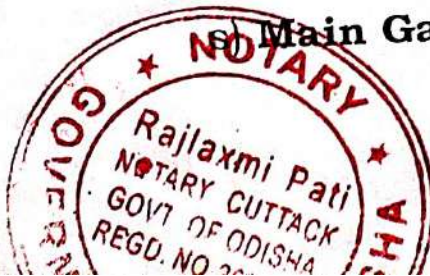
o) Common Flooring : Vitrified flooring in all
common area such as corridor
staircase etc.

p) External Painting : Cement paint in all exterior
walls (Two coats)

q) Power Supply : for the common area the power
load connection will be provided as
per actual requirement and as
specified by CESU norms.

r) Boundary Wall : 5 ft. high boundary wall around will
be provided.

s) Main Gate Fabricated steel appropriate design
with gate lightning facilities.



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SHELTER HOME MANSION PVT. LTD.
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JURISDICTION): (ARBITRATION CLAUSE AND

All the disputes shall be adjudicated by the independent arbitrator as per the Arbitration and conciliation Act 1996 and Amendment Act 2015. Both the parties are restricted to Cuttack jurisdiction only.

SCHEDULE OF PROPERTY

(Under the Sub-Registrar Office, Cuttack Sadar)

Dist./ Tahasil - Cuttack, P.S. - Cuttack Sadar, Thana No.48, under the jurisdiction of S.R.O.: Cuttack Sadar, Mouza - SAINDA, Status - Stitiban, Khata No.635/203, Plot No.2058, Area - Ac.0.490 daces. Kisam - Gharabari (Homestead).

IN WITNESS WHEREOF, the parties have set and subscribed their respective hands and seal after going through the contents of the Agreement on the date, month and year first mentioned in the presence of the following witness.

WITNESSES:

Padmini Sena

1.

SIGNATURE OF FIRST PARTY MEMBER

9 SHELTER HOME MANSION PVT. LTD.

Sovan Das

ansit Das
Bikash Bhawan
adambadi
Cuttack - 753012

2.

SIGNATURE OF SECOND PARTY MEMBER

9 SHELTER HOME MANSION PVT. LTD. Director

Asish Kaman Singh

rija Senkan Prasad.
Siba Prasad.



Railaxmi Patil

एक सौ रुपये

Rs. 100



ONE HUNDRED RUPEES

100

भारत INDIA INDIAN NON JUDICIAL



ओडिशा ODISHA

M 058429

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT FOR CONSTRUCTION is made on this the 24th November 2021

BETWEEN

Smt. Padmini Jena, aged about 69 years, W/o. Late Purna Chandra Jena, by Caste - Mahalayak, by Profession - Housewife, resident of Vill.- Panchupur, P.O.: Mardakatia Chhaka, P.S.: Mangalpur, Dist. - Jajpur, Odisha, presently residing At- 3487, Rajendranagar, P.O./P.S.: Madhupatna, Cuttack-753010, District- Cuttack, Odisha (hereinafter referred to as " **LAND OWNER**"), which expression shall, unless excluded by or repugnant to the subject or context, mean and include his respective heirs, successors, assignees and legal

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9 SHELTER HOME MANSION PVT LTD. 9 SHELTER HOME MANSION PVT LTD.

Signature: Padmini Jena
Signature: Ashish Kumar Senapati



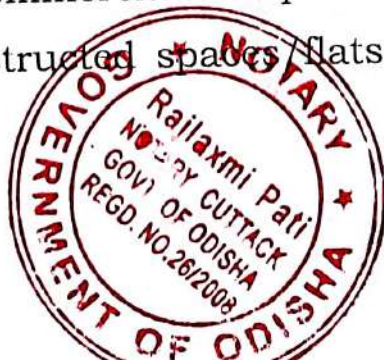
representatives) of the **FIRST PART**.

AND

M/s. 9 SHELTER HOME MANSION PRIVATE LIMITED, Rosalipta Parida C/o Mulia Colony, Maharsi Lane Near Maharsi Vidya Mandir, Cuttack, Cuttack, Orissa, India, 753001 a joint venture consortium of two companies incorporated under the companies act 2013 namely M/s. We can shelters Pvt. Ltd. AND M/s. 9 Mansion Infra Project Pvt. Ltd. Having its registered office at Metro Tower 4th floor, Flat No-A/18, Acharya Vihar Square, Bhubaneswar represented through its authorized signatory Mr. Sovan Das AND Mr. Ashish Kumar Singha. (hereinafter called "**PROMOTER / DEVELOPER**" which expression shall, unless excluded by or repugnant to the subject or context, mean and include its executors administrators, successors, survivors etc.) of the **SECOND PART**.

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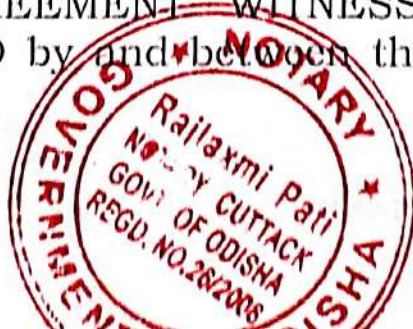
Radhuni Jena

AND WHEREAS the Second Party/Developer is a Company and carrying on the business of builders, construction and also carry on the business of property and real estate dealer amongst others.

AND WHEREAS the offer of the first party/land owner are accepted by the Developer and have agreed to work out of the said project at its own cost in the name and style of 9 DESTINY and the execution of the proposed constructions in accordance with the permission and building plan to be approved by the B.D.O. dt. 14.09.2010.

AND WHEREAS it is pertinent to mention here that the land owner had executed a Agreement for Development of the said scheduled land in favour of M/s. Sai Sampark Residency Pvt. Ltd. having its registered office at Aruna Bhawan, Rajendra Nagar, P.O./P.S.: Madhupatna, Cuttack-753010, District- Cuttack, Odisha, represented through its Managing Director, Rashmi Ranjan Jena before the Notary Public, Cuttack on dated 31.10.2011. But due to some unavoidable situation the said the Developers, M/s. Rashmi Hyde could not able to do the same and for which a Cancellation Agreement dated 02.03.2019 has been executed to Cancel the above noted Agreement for Development dated 31.10.2011.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED by and between the parties hereto as follows:



Rajlaxmi Pati
11.11.21
Rajlaxmi Pati
NOTARY, CUTTACK
GOVT OF ODISHA
REGD. NO. 26/2008

9 SHELTER HOME MANSION PVT. LTD. 9 SHELTER HOME MANSION PVT. LTD.
Director
Director
Sover : *Saish Kumar Singh*

Rashmi Jena

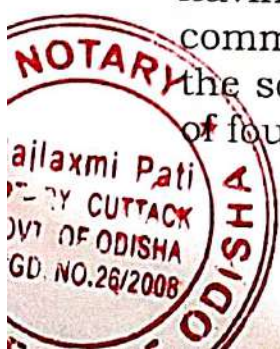
CLAUSE: I (DEFINITION)

1. 'PROPERTY' shall mean the property as described in the Schedule appended hereto.
2. 'BUILDING / DEVELOPING' shall mean the Multistoried Residential Flat(s) / Units(s) to be constructed / erected over the said property as per the sanctioned/approved Plan.
3. 'OWNER' shall mean the MEMBER OF THE FIRST PART, his / her respective legal heirs, successors, assignees and legal representatives, etc.
4. 'PROMOTER/DEVELOPER' shall mean 'Director' of M/S. 9 SHELTER HOME MANSION PRIVATE LIMITED. and assignees.
5. 'COMMON AREAS' shall mean and include stair case, balcony, terrace, lift security guard room, common room, electric transformer, passages, roads and etc. and other areas of the building whatsoever require for peaceful use and enjoyment of various Independent Residential Flat(s) / Units(s).
6. 'BUILDING PLAN' shall mean the Plan already sanctioned/or to be sanctioned by the B.D.O. / C.D.A. and/or such other or further Plan or Plans with modifications, alterations which may be made thereto from time to time with the approval of competent authority / authorities for the purpose of erecting the Multistoried Residential building / apartment.
7. 'UNIT' shall mean the Independent Residential Flat(s) / Units(s) or other construction in the building capable of being owned and possessed on ownership basis.
8. 'PROPOSED BUILDING / DEVELOPMENT OF LAND' shall mean and include the Independent Flat(s) / Units(s).intended to be constructed in accordance with the sanctioned Plan.
9. 'APPARTMENT ' shall mean multistoried building having Independent Flat(s) / Units(s) along with common service facilities etc. to be constructed over the schedule property and space for garage for parking of four wheelers equal to the number of flat(s).

SHELTER HOME MANSION PVT. LTD.
Singh
Abhishek Kuroon
Director

SHELTER HOME MANSION PVT. LTD.
Mohan Das
Director

Padmini Sena



Rajlaxmi Pati
NOTARY, CUTTACK
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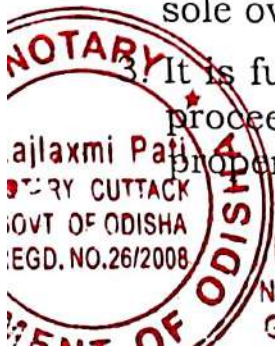
10. 'ALLOCATION OF SHARE' shall mean the total super built up area of Independent Residential Flat(s)/Units(s), constructed over the schedule property as per the plan(s) approved by the B.D.O. vide letter No. 5998 dt. 14.09.2010 along with proportionate share of land allocated between land owner and developer to be as follows :-

- (a) Owner's allocation shall mean the portion of Independent Residential flat(s) along with proportionate land, which is to be allocated to the Owner (i.e.No FLATS of the super built up area as per B.D.O. approved Plan up to the extent of 36% at total built up area) as part of Owner's portion in accordance with the terms and conditions of these presents, towards consideration amount of his / her entire land offered for the project.
- (b) Developer's allocation shall mean the remaining portion of constructed areas over the scheduled property along with rest part of land towards their entire cost of development of land, labor, construction and investment whatsoever in the project.

CLAUSE-II (OWNERSHIP DECLARATION):

1. The Owner hereby specifically declare that he is the sole and absolute owner of the property mentioned in Schedule below and there is no other claimant except this Owner and have already entered with this Second Party for the same purpose.
2. The Owner hereby further declare that the property mentioned in the Schedule below is absolutely free from all encumbrances and free from any encumbrances, litigation, liens, attachments whatsoever and is in exclusive possession of the OWNER and have been peacefully enjoying it as the sole owner.

3. It is further declared by the owner that no suit or legal proceedings is pending in respect of the Scheduled property in any judicial court / revenue court or any



Rajlaxmi Pati
NOTARY, CUTTACK
GOVT OF ODISHA

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SHELTER HOME MANSION PVT. LTD.

[Handwritten signature]
Abhishek Kumar Singh

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Dancer Das

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Radhuni Sena

other court.

4. The property in question is not subject to any land acquisition proceedings of Government for any public purpose or otherwise.
5. The Owner hereby declare and undertake that, they have never created any charge of encumbrances on the property or shall not enter into any Agreement with any other party so long as this Agreement shall be enforce and effective.

CLAUSE-III (COMMENCEMENT):

1. This Agreement shall commence from the date of its execution and on the same date all original documents relating to the land at Schedule below shall be handed over by the First Party member/ OWNER to the Second Party member/DEVELOPER.

CLAUSE-IV (CONSTRUCTION):

01. (a) It shall be the responsibility of the Promoter/ Developer to prepare, submit, pursue and follow up the building plans for approval by the B.D.O. / C.D.A. or other agencies concerned. They are also responsible to submit along with building plan, the relevant land documents of the owner necessary for getting approval for construction of the Multistoried Independent Residential Flat(s) / Units(s) over the schedule property.

(b) On the strength of Irrevocable General Power of Attorney executed by the OWNER in favor of M/s. 9 Destiny Infra Project delegating powers to sign the plans, papers, documents for approval of Plans etc. the Developer shall sign the requisite papers/documents on behalf of the owners and submit the same before the B.D.O. / C.D.A. and other agencies concerned for approval of Plan, obtaining permission etc. for construction of Multistoried Residential Building, the Promoter/Developer is hereby authorized to submit the relevant land documents of the Owner under their signature to B.D.O. / C.D.A. along with building plans for

9 SHELTER HOME MANSION PVT. LTD.

Asish Kumar Singh
Director

9 SHELTER HOME MANSION PVT. LTD.

Manoj Das
Director

Radhika Sena

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REGD. NO.26/2008
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approval.

(c) All expenses / charges incurred and to be incurred in respect to approval / sanction and modification and/or alteration of the sanctioned plan and for any other Plan submitted and/or to be submitted for approval/sanction shall be borne by the Promoter/Developer as per requirement, the Promoter/Developer will bear entire expenses.

(d) The requisite scrutiny fees for sanction of the Plans to be submitted and such other sanctioned fees for any plans that may be submitted in future shall be borne by the Promoter/Developer.

(e) The Promoter / Developer shall be held responsible to expedite the sanction of such plan or plans.

02. The owner hereby agree to assign / convey to the Promoter / Developer and the Promoter / Developer hereby agree and assure to acquire the development and sale right along with the benefits of Plans and permission. The Promoter / Developer has the right to enter into/with the prospective purchasers to sell, transfer and assign various constructed spaces or developed areas together with proportionate interest in the land comprised in the said property free from all encumbrances of any nature whatsoever and to sign and execute the Sale Deeds for the same relating to such entire complex in favour of the prospective buyers.

03. The bargain between the parties regarding the transaction, which shall be treated as commercial transaction shall be as follows:

(a) That, in consideration of the land owner having agreed to grant the exclusive right of development of the said land as herein provided and relying upon the aforesaid representation and believing the same to be true and assign on the faith thereof the Second Party/Developer has agreed to obtain the exclusive right of development and constructions of the said project at its own cost and in consideration of the Builder has agreed to give 36% share of constructed area out of the total super built up area i.e. the allocation share of the land owner to be constructed

SHELTER HOME MANSION PVT. LTD.
Ashish Kumar Singh
Director

SHELTER HOME MANSION PVT. LTD.
Mohan Das
Minister

Padmini Sena

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NO.26/2008

on the scheduled land to the owner.

- (b) The First Party member has executed an Irrevocable General Power of Attorney in favour of the M/S. 9 SHELTER HOME MANSION PRIVATE LIMITED by authorizing the Developer to negotiate and sell its share over the proposed independent / individual residential Flat(s) / Units(s), super built up / built up areas together with proportionate interest in the land comprised in the said property to the proposed buyers. The 'Owner' of the Party of the First Part shall not claim any right over the builder's / developer's allocated share, which shall be the exclusive domain of the Second Party member to deal with. The First Party will extend all co-operations to the Second Party in respect of the property given whenever necessary.
- (c) The responsibility with regard to the quality and standard of construction of the aforesaid building would be exclusively of the Developer and the owner shall have no liability in the matter in any way.
- (d) After execution of this Agreement and G P A, the Developer shall develop the Scheduled land as per the approved Plan and do all the needful for the same.

9 SHELTER HOME MANSION PVT. LTD.
Abhishek Kumar Singh
Director

9 SHELTER HOME MANSION PVT. LTD.
Dhanan Das
Director

CALUSE-V (POSSESSION-OWNER'S OBLIGATION):

01. Not to cause any interference or hindrance in connection with the construction of the said building on the said property by the Developer's act in manner violating the terms of this Agreement.

02. To sign and execute Irrevocable General Power of Attorney for sale in respect of the property in favour of the Promoter / Developer. This Irrevocable General Power of Attorney forms a part of this Agreement.

The Owner hereby hand over the vacant physical possession with demarcation of the property given below to the Promoter / Developer in a Sketch Map. The delivery of vacant physical possession is handed over to the Promoter / Developer in a separate sheet and the

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Rajlaxmi Pati
NOTARY CUTTACK
GOVT OF ODISHA
REGD. NO. 26/2008

Developer took over physical possession from the Owner, which shall form part of this Agreement.

CLAUSE-VI (DEVELOPER'S OBLIGATION)

01. The Developer at the site shall commence the construction work as soon as possible from the date of obtaining all the permission/s from the competent authority/ies. Any labour or workman engaged for the construction of the building by the Promoter / Developer will be the employee of the Promoter / Developer and any amount that may be paid under any other agreement or labor dispute under workmen compensation Act or damage are to be the sole responsibility of the Promoter / Developer and the Owner of the land will have no liability in this regard.

02. The Developer shall allot to the Owner, 36% (Thirty Six percent) out of the super built up area towards owner's allocation share as per B.D.O. / C.D.A. approved Plan, as well as the prevalent B.D.O. / C.D.A. norms, and the said can be made through letter of allotment.

CLAUSE-VII (GENERAL):

01. In consideration of terms hereby agreed to by and between the parties and spelt out above, the Owner hereby agree to confirm and convey the development and sole right in respect of the property together with the benefit of sanctioned Plan and permission accorded by B.D.O./C.D.A. to the Promoter / Developer.

02. The Promoter / Developer shall be at liberty to appoint their own Contractors, Staffs, Supervisors, Managers, Engineers, Architects etc. to carry out the construction works and the owner shall have no objections to it. The Owner shall have no objection towards them also.

03. After execution of this Agreement the Promoter / Developer will be allowed to construct and take all developmental works in the Scheduled property like sand filling etc. and electric connections in the said building / land and shall obtain permission for such installation from the concerned authority/ies wherever necessary. The cost of such works shall be borne by the Promoter /

SHelter Home Mansion Pvt. Ltd.
Singh
Director

SHelter Home Mansion Pvt. Ltd.
Kumar
Director

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Developer.

04. That the Promoter / Developer shall have the right to receive any earnest money from the Prospective Buyers or take advance(s) and also the balance consideration money in regular installment to carry out the development work thereof and to grant receipt without involving the owner in any way.

05. The Owner hereby agrees to execute Irrevocable General Power of Attorney which is / may be required in carrying out construction and sell of the proposed building by the Promoter / Developer.

06. That the Promoter / Developer shall have the right to allow the intending purchaser(s) / allotted(s) to mortgage the respective allotted individual flat(s) along with propionate land with any financial institution / bank in order to enable them to avail loan for purchasing the same during the period of construction or after completion of construction and Owner shall hand over all the original land papers to the Promoter / Developer to submit the same before the Bank(s) for verifying the same, if necessary.

07. The Developer shall make its best endeavors to complete the said building complex in all respects within 4 years i.e. 48 months from the date of obtaining all necessary permissions from the competent authorities such as RERA and other necessary permissions as required and shall give delivery of the owner's share unless prevented by unavoidable situations or any notice or notification of the Govt. and/or public authority or restraint order passed by any competent court or authority for stoppage of construction work or in such unavoidable situations the period of completion shall be extended.

08. That, the Developer shall be at liberty to reject or accept the proposal of intending purchaser, Lessees the case may be at its own discretion and the first party land owner shall not interfere in the said discretion of the promoter.

09. That, the share so allotted shall be permanent heritable and transferable immovable property of both

9 SHELTER HOME MANSION PVT. LTD.
Kumar Singh
Director

9 SHELTER HOME MANSION PVT. LTD.
Mohan Das
Director

P. Manini Sena



Rajlaxmi Pati
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REGD. NO. 26/2008

first party and the second party in respect of their units/flat as stated above. If or any other competent authority approved further construction, then the share shall be distributed between the parties accordingly 36% to first party and 64% to second party.

10. That, the second party shall finance and make financial arrangement for construction and development of the project schedule to be set up in the entire land schedule.

11. That, financial arrangement shall means and include loan from Bank and other financial /private sources which shall be utilized for the construction, development and marketing the said project. Thus therefore the second party is here by authorized to apply its discretion in the matter of procurement and of finance and its arrangement even by creating equitable mortgage of schedule land and building before any Bank or financial institution as per the Promoter's share.

12. In case of the First Party Member / any legal heirs of the First Party Member create any hindrance / problem / dispute, then the Owner / First Party member shall be responsible to solve the matter for the same. The delay in such litigation, will lead to stoppage of construction work by the Second Party and in that event time will be extended beyond the above said stipulated period. till the matter is solved.

13. In case any outsider creates any hindrance / problem and the Developer / Second Party fails to solve, then the First Party Member shall co-operate the Second Party to solve them.

14. The Developer and the Owner hereby declare and undertake that all the parties to this Agreement shall abide by all the terms and conditions of this Agreement and if any dispute concerning this Agreement arises, then both the parties are competent to redress the matter mutually through arbitration.

CLAUSE-VIII (MISCELLANEOUS):

That, the first party shall register and execute General Power of Attorney in favor of the second party.

Singh

9 SHELTER HOME MANSION PVT. LTD.
A.O. Karmar

9 SHELTER HOME MANSION PVT. LTD.
Mohan Das

Padmavati Sena

29/12/13
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NOTARY, CUTTACK
GOVT OF ODISHA

The power of attorney so executed cannot be revoked except on violation of terms and conditions by the second party enumerated in this memorandum of understanding. In case of such exigencies the first party has to serve three months written notice on the second party indicating the just and proper cause of dissatisfaction if any. If the explanation of second party against such dissatisfaction is not accepted then it shall be referred to two arbitrators to be decided by both the parties and the parties shall carry out the decision of the arbitrator. The power of attorney so executed shall be construed as part of this Agreement.

02. That, the first party shall indemnify the second party against loss of finance, reputation and time if the first party retreat back from the project after execution of this agreement.

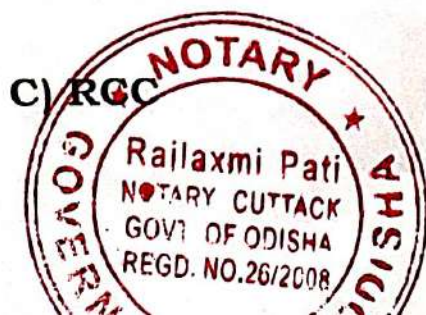
03. That, power and function of the First party which has been specifically delegated by the second party through Registered Power of attorney in respect of the schedule land shall be executed only by the Power of attorney holder. If the first party do or execute any act or omission without the written acknowledgement of the second party then it shall be a violation of contract and breach of trust.

04. That in the case the Second Party will not perform as per the terms and condition of this present Agreement then the the Agreement and the General Power of Attorney executed stands to be cancelled.

List of amenities to be provided in the project of One Bed-room, Two Bed-rooms and Three Bed-rooms flats with necessary ancillaries.

a) **Foundation** : R.C.C footing with framed structure.

b) **Super structure**: R.C.C framed structure with Column / beams.



: R.C.C. in 1:2:4 proportion with 1/2"

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GOVT OF ODISHA

9 SHELTER HOME MANSION PVT. LTD.
Aakash Kataria
Director
Singh

9 SHELTER HOME MANSION PVT. LTD.
Sovan Das
Director

Padmini Sena

d) WALLS

to 3/4" HG chips for column, footing, beams, slabs, lintel, staircase etc.

: K.B. Bricks / First Class fly ash bricks concrete hollow brick walls in cement and mortar (1:6)

e) WALL Finishing

: All internal walls of the flats plastered and pop treated in pleasing standard uniform color of distemper, ceiling in white, external walls with second Coat cement paint with weather proof.

f) Flooring

: Vitrified / Ceramic tiles flooring in Drawing, Dinning, marble flooring in all bed rooms and balconies, Kota & Marble Design Flooring in common areas

g) Toilet

: Ceramic tiles flooring, wall cladding up to 7ft height, with matching wall tile. Interior plumbing work with PVC/PPR pipes, European Commode in attach and common toilet with cistern and necessary CP fitting make PVC door and doorframe in toilet.

h) Kitchen

: Vitrified flooring, Granite cooking platform with stainless steel sink with cp fittings, glazed tiles up to 2 ft above Kitchen platform.

: Wood/Aluminum sliding windows

SHELTER HOME MANSION PVT. LTD.
Singh
Director

SHELTER HOME MANSION PVT. LTD.
Director

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Rajlaxmi Pati
CUTTACK

j) DOORS

with protective designer MS Grills.
: All doorframes of Sal Wood/ RCC,
Main Door will be of Teak Varier
polished with lock and eyepiece and
all inside door will be of commercial
type flush door with enamel painting.

k) Internal Painting: Distemper to be used on POP/Putti
finish walls

l) Water Supply : 24 hours water supply from deep
bore well, underground reservoir and
overhead water tank.

m) Sewerage : A proper sewerage system. Septic
Tank and soaking pits as per
relevant specification.

n) Amenities : Lift and Generator backup

o) Common Flooring : Vitrified flooring in all
common area such as corridor
staircase etc.

p) External Painting : Cement paint in all exterior
walls (Two coats)

q) Power Supply : for the common area the power
load connection will be provided as
per actual requirement and as
specified by CESU norms.

r) Boundary Wall : 5 ft. high boundary wall around will
be provided.

Fabricated steel appropriate design
with gate lightning facilities.

Main Gate



Rajlaxmi Pati
NOTARY, CUTTACK

SHELTER HOME MANSION PVT. LTD.
Signature

SHELTER HOME MANSION PVT. LTD.
Signature

CLAUSE-IX (ARBITRATION CLAUSE AND JURISDICTION):

All the disputes shall be adjudicated by the independent arbitrator as per the Arbitration and conciliation Act 1996 and Amendment Act 2015. Both the parties are restricted to Cuttack jurisdiction only.

SCHEDULE OF PROPERTY

(Under the Sub-Registrar Office, Cuttack Sadar)

Dist./ Tahasil - Cuttack, P.S. - Cuttack Sadar, Thana No.48, under the jurisdiction of S.R.O.: Cuttack Sadar, Mouza - SAINDA, Status - Stitiban, Khata No.635/203, Plot No.2058, Area - Ac.0.490 daces. Kisam - Gharabari (Homestead).

IN WITNESS WHEREOF, the parties have set and subscribed their respective hands and seal after going through the contents of the Agreement on the date, month and year first mentioned in the presence of the following witness.

WITNESSES:

Padmini Sena

1.

SIGNATURE OF FIRST PARTY MEMBER

9 SHELTER HOME MANSION PVT. LTD.

Sovan Das

*nsit Dal
cash Bhawan
dambadi
Cuttack-753012*

2.

SIGNATURE OF SECOND PARTY MEMBER

9 SHELTER HOME MANSION PVT. LTD.

Abhishek Kaman Singh

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Siba Prodod.*



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