

23 SEP 2019

Vol. (14) Sl. No. 1509 Date... 23 SEP 2019

# भारतीय गैर न्यायिक

भारत

TEN RUPEES



*Jagyneshwar Acharya*  
Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BSR, Dist-Khurda  
Regd. No. 7791/2009  
Mob:- 9861005174



ISHA



47AA 998682



Lt of  
Gaya Prasad Barik  
As Attested 23/9/19



Lt of  
Shashi Shyam Mishra  
As Attested 23/9/19

Assoftech Sun Growth Abode LLP

Shashi Shyam Mishra

Authorised Signatory

23/9/19

23/9/19

## Agreement for Development of Property

This Indenture of Agreement is executed in duplicate on this 23<sup>th</sup> day of September 2019 at Bhubaneswar.

### Between

**GAYA PRASAD BARIK**, aged about 57 years S/o Shri Dhruba Charan Barik, By Caste - Bhandari, Profession - Service, resident of Village - Saleivedapur, PS - Govindpur, District - Cuttack, Odisha, (Mobile no. 9437580079), **Aadhar No**-233588370498, (hereinafter referred to as "**Land Owners**", which expression shall, unless repugnant to the context thereof, be deemed to include his/her/their respective legal heirs, administrators, executors, partners, successors and permitted assigns, as the case may be) **OF THE FIRST PART;**



w-1 - Jagadham Barik  
w-2 - Head of Sun

Gaya Prasad Barik  
23/9/19

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DISTRICT TREASURER  
KHURDA, BHUBANESHWAR  
07 SEP 2018  
ADDL. TREASURER OFFICER

Gajapadas Banik

Jagannath Mohapatra  
Stamp Vendor  
Bhubaneswar Court

AND

Jagynneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-77972009  
Mob: 9861006174

**M/S. ASSOTECH SUN GROWTH ABODE LLP**, a limited liability partnership firm registered (No-AA-8036, PAN no- ACBFS8671E) under the Limited Liability Partnership Act, 2008, and having its Corporate Office registered under the Limited Liability Partnership Act, 2008, and having its Corporate Office at H-127 Sector 63, Noida-201307, India and City office at Flat No. -203, Soumya Enclave, F-15, BJB Nagar, Bhubaneswar - 751014 (hereinafter referred to as the **"Developer"**, which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) acting through its Designated Authorised Signatory, **Mr. Shashi Bhusan Mishra**, Ph No-9937894045, aged about 39 years, S/o.- Sri Siba Prasad Mishra authorised by Board Resolution on behalf of the Company dated 17<sup>th</sup> November 2018, **OF THE SECOND PART.**

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Shashi Bhusan Mishra  
Authorised Signatory  
23/9/19

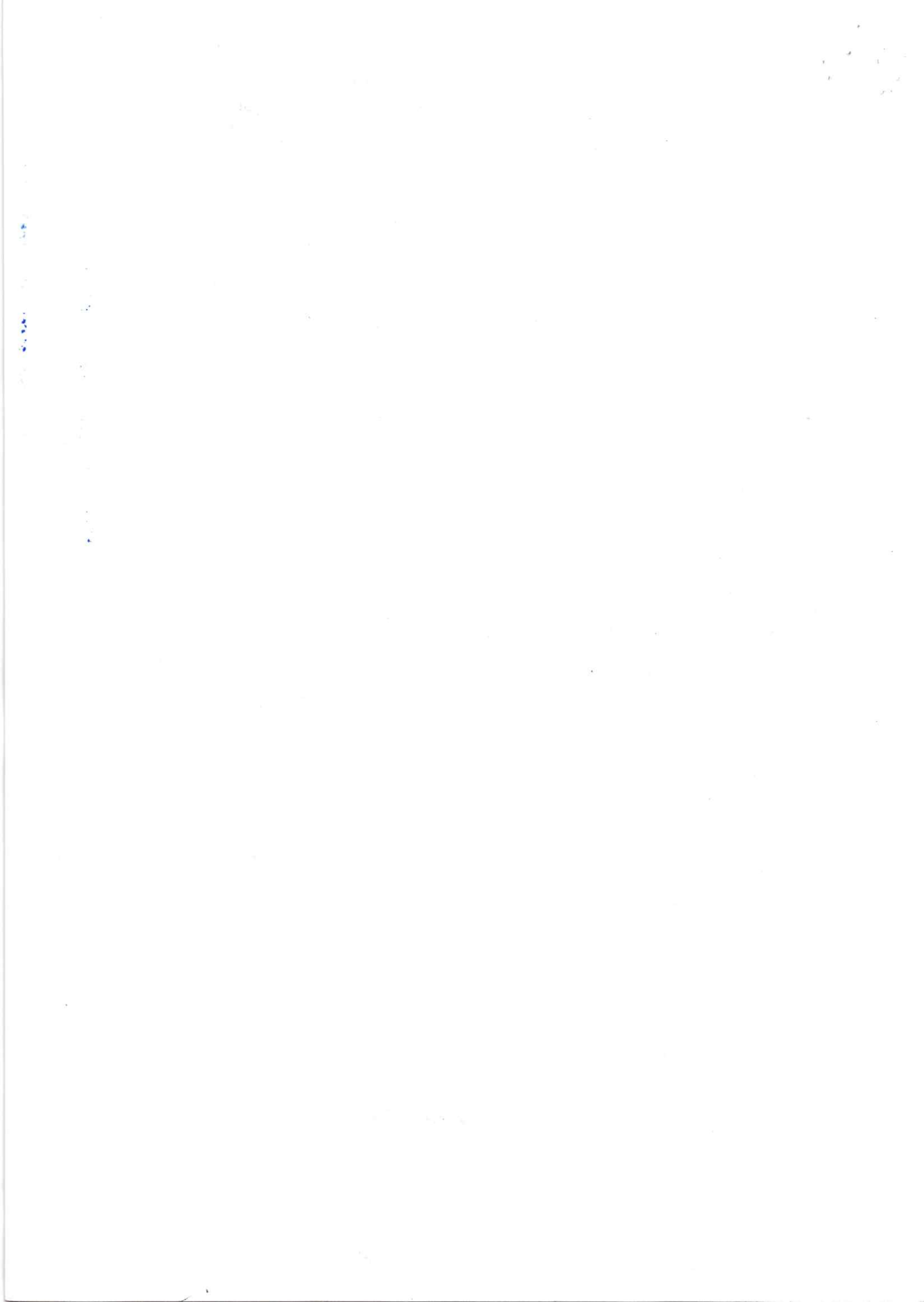
**AND WHEREAS** the property mentioned in the scheduled above had been recorded under revenue village **RUDRAPUR** in the name of Bijoy Dey and others bearing Khata no. 412/383, Stitiban, Plot No. 280, Measuring Area Ac1.250 decimals. One of the recorded tenant Sh. Bijoy Kumar Dey sold a part of the property measuring Ac0.046 decimals to Shri Gaya Prasad Barik vide regd. sale deed no 1656 dated 25.01.2010 through their attorney holder Ajoy Kumar Dey (Also a co-share holder), vide GPA no. 22492 dated 23.12.2009. Subsequently the aforesaid property has been recorded in the name of Gaya Prasad Barik through M.C. no. 11095/2010 under khata no. 412/541 (four hundred twelve by five hundred forty one) (Stitiban) and Plot no. 280/2790 (two hundred eighty by two thousand seven hundred ninety), Area Ac0.046 dec (Forty six Decimel) full plot. Hence the above said principal Shri Gaya Prasad Barik is the absolute owner of the property mentioned below with right, title and interest and is in peaceful possession without any dispute.

Further, the First Party have requested the Second Party for development of a Housing cum Residential complex which forms a part and parcel of **"The Total Project Land"**, details of which are more particularly set forth in the Land Schedule enclosed in **Part B of Schedule-1 ("Owners' Land")** & marked in ORANGE colour in the map enclosed as **Part A of Schedule-1**. Pursuant to this Collaboration Agreement (**"Said Agreement"**) between the Land Owners and Developer, the Land Owners hereby confer all rights in relation to development and commercial exploitation of the Scheduled Land upon the Developer (hereinafter referred to as **"Development Rights"**).

Gayaprasad Barik  
23/9/19

- A. WHEREAS, the scheduled property is being possessed by the First Party by virtue of raiyat land / purchase from land owners and from the date of ownership / purchase the First Party is possessing the scheduled property peacefully without having any dispute, lien, attachment, etc. and have absolute ownership with every right title and interest over the below mentioned schedule property.
- B. AND WHEREAS the First Party with an intention to develop the above said lands have approached the Second Party to develop the said lands into Residential/housing project favoring into a compact shape, comprising of various types of units in and over the lands and the infrastructure that may be necessary for the said development on the said lands by plotting, sub-





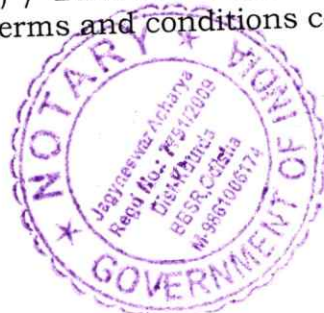
dividing, preparation and sanction of lay-out plans/ construction permissions by the Bhubaneswar Municipal Corporation (BMC) and the complete process of such development together with amenities is hereafter called the "PROJECT" and the property on which the project is intended to be carried out is hereafter collectively called the "PROJECT AREA".

- C. WHEREAS the Second Party has accepted the above offer of First Party and agreed to undertake the construction of proposed Residential Cum Housing Project comprising of various type of Residential / commercial units over the schedule property.
- D. Accordingly a scheme will be prepared by the Developers (Second Party) where they will offer the First Party a share in the super built up area as per the base FAR permitted by Bhubaneswar Municipal Corporation (BMC) / BDA with proportionate number of open surface parking and the right to use of the common areas on a condition that the First Party agrees to assign upon the Developers (Second Party) the right to take the said land into their possession to develop the said land and the right to undertake construction of the Residential Cum Housing Project comprising of various type of Residential units and the right to enjoy the benefits by selling, transferring and leasing the apartment/commercial units, and the open surface parking that is allocated as their (the Developer's / Second Party's) share.
- E. THAT the First Party have agreed and constructed that the Second Party should prepare designs for the Residential Cum Housing Project and then apply to the Bhubaneswar Municipal Corporation (BMC) for the approval of construction of the proposed buildings on the said land.
- F. THAT, the developer (the Second Party) have agreed to prepare the scheme and designs for the Residential cum Housing Project and get the same approved by the concerned competent authority and construct the same entirely at their cost and several other terms and conditions have been mutually agreed upon by and between both the parties and in order to avoid any future complications, the terms so agreed upon are reduced to writing and enumerated in this agreement.

AND WHEREAS, the First Party and the Second Party have agreed to execute this AGREEMENT FOR THE DEVELOPMENT OF PROPERTY on the following terms and conditions:

**Now this indenture witnesseth as follows:**

1. By virtues of the recital herein contained the Land owners i.e. the First Party represent and declare that he/she is in absolute possession of the said plots in question as set out in the schedule given below and is the permanent owners of his/her/their plot and that the land is not Bhudan property. That the Owners (the First Party) agree to assign upon the Developers (the Second Party) the right to undertake construction of the proposed Residential / Housing Project over the below mentioned scheduled property & the right to sell, transfer & lease the Developer's share of the super built up area, land and proportionate number of open surface parking. The developer (the Second party) shall construct / build and erect the said building(s) over the said property in accordance with the plan as approved by the Bhubaneswar Municipal Corporation (BMC) / BDA and shall deal with various portions of the said building as per the terms and conditions contained herein. The entire



w1 - Jayadhar Sahu  
w2 - Pradeep Sahu

Assotech Sun Growth Abode LLP  
Shashi Swamy Mishra 23/9/19  
Authorised Signatory

Jayaprasad Bant 23/9/19



Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. 791/2009  
Mob. 9861006174

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- cost of preparation of the building plans shall be borne by the Developers (the Second party).
2. THAT, the Developer/s (Second party) and the Owners (the First Party), both shall make sure that the construction of the Residential Cum Housing Project, are according to the plans and permissions(s) accorded by the Bhubaneswar Municipal Corporation(BMC) and shall not construct any illegal / unauthorized unit. The Developers (Second Party) will assure about the exclusive quality and standard of construction of the building both interior and exterior.
  3. **A)** THAT, if the Bhubaneswar Municipal Corporation (BMC) or any other statutory authorities refuse to give permission for the construction of the proposed Residential Cum Housing Project for any reason whatsoever, the Second Party will inform the same to the First Party. And in such an occasion, where the Second Party is unable to develop the below mentioned scheduled property and construct the proposed Residential / Housing Project, the First Party and the Developer (the second party) will come together and cancel this agreement within 15 (Fifteen) days from the date of the Second party informing the First Party regarding the rejection from the concerned authorities for the approval of construction of the proposed Residential complex and in case the above circumstance arises, the First Party will cancel the Power of attorney deed executed in favour of the Second Party on mutual consent only.  
**B)** That, the second party is agreed to complete the construction of the aforesaid housing and residential project within 36 months from the date of registration from ORERA. However the FIRST party has agreed to give an additional time of six (6) months to the SECOND party. Hence total time period for completion of aforesaid project in total is stipulated as 42 months from the date of registration with ORERA.  
**C)** That, in case the SECOND party fails to complete the above project within the stipulated time period i.e. 42 months from the date of registration with ORERA as agreed above, the FIRST party will cancel the this Deed Of Agreement along with the GPA executed in favour of the SECOND party and the financial expenditure involved in the process of cancellation will be borne by the SECOND party. And in that case the second party will handover the peaceful possession of the aforesaid property to the FIRST party.
  4. **COMMENCEMENT:**  
THAT, the agreement shall commence on and from this 11<sup>th</sup> day of February 2019.
  5. **VALIDITY:**  
THAT, the agreement shall remain valid till the Project is fully completed and the developers (Second Party) share is fully sold out and possession of various units is handed over to respective customers by the Developer (Second Party) and that the General Power Attorney (GPA) and agreement shall not be cancelled under any circumstance by the First Party or its nominee assigns/heirs till all formalities as per the stipulations of the agreement is completed in all respects.
  6. **CONSTRUCTION:**  
6.1.1 THAT, the developer (Second Party) agrees to develop the below mentioned scheduled property at their own cost / risk and expenses and with their own

Asstotech Sun Growth Abode LLP  
Shashi Mishra  
23/9/19  
Authorised Signer

Gayatri Bhandari  
23/9/19

w1- Jagdish Kumar  
w2- Pradeep Kumar







resources generated through the sale if its share of the proposed units / or finances raised as loan after the developers (Second Party) obtain the requisite permission sanction and approval from authorities concerned and thereafter to construct the proposed building(s). The owners (the First Party) agrees in accordance with this agreement to place at the complete disposal of the developer (Second Party), the physical possession of the below mentioned scheduled property for development of the land and construction of the proposed Residential Cum Housing Project as per the sanctioned plans by the Bhubaneswar Municipal Corporation (BMC) and other authorities and authorize them (the Second Party) to prepare & submit building plans before the authorities and obtain requisite permission, sanction and approval.

- 6.1.2 THAT, the building plans will be in accordance with the rules and regulations laid down by the Bhubaneswar Municipal Corporation (BMC). The building shall be of good quality construction. The owners (the First Party) shall have the right to inspect the construction at all reasonable times.
- 6.1.3 THAT, the developers (Second Party), at their own cost and expense shall apply to the Bhubaneswar Municipal Corporation (BMC) for requisite approval / permission / sanction of the building plans to enable them to construct / erect the proposed Residential Cum Housing Project over the below mentioned scheduled property in accordance with the building bye laws and regulations enforced for the said area. The developer (Second Party), may make or agree to make such variation in the designs or plans as may be required considered by them desirable or necessary for approval of the concerned authorities.
- 6.1.4 THAT, it shall be the responsibility of the Developers (Second Party), to submit pursue and follow up the process of the approval of plans with the Bhubaneswar Municipal Corporation (BMC) and bear all the expenses / charges / fees for the same.
- 6.1.5 THAT, it shall be the responsibility of the Developer (Second Party), to carry out necessary construction of boundary walls, approach roads, sewerage system, STP and other construction works, as per the norms of the concerned authorities, wherein the First Party has/have to extend full co-operation as and when necessary.
- 6.1.6 THAT, the Developer (Second Party), shall construct the building(s) in an appropriate manner in accordance with the drawings and specification, sanctioned by the Bhubaneswar Municipal Corporation (BMC) including any amendment, modification or alteration to the said plans and specifications as are approved by the said authority.
- 6.1.7 THAT, the Developer/s (Second Party), undertake to do the same and ensure the best quality of materials and workmanship, to be used and supplied in the construction of both the owner's (the First Party), allocation as well as of the developer's (Second Party), allocation as per the specification.
- 6.1.8 THAT, the developer (Second Party), is free to change / alter and modify the sanctioned plan as required as per market condition for the betterment of the project within the sanctioned built-up area, after getting approval from the concerned authority.
- 6.1.9 THAT, developer will develop the Residential / Housing project as per the Building Bye Laws of the Bhubaneswar Municipal Corporation (BMC) / sanctioning authority.



w1 - Dnyodhan Sekhara  
w2 - [Signature]

Jyotneswar Acharya  
Notary, Odisha, Govt. Of India  
Dist-Khorda  
Regd No.: 7991/2005  
BESR, Odisha  
M-9861006174

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Shobh Shon Mishra 23/9/19  
Authorised

Gayeprasad Bank 23/9/19



6.1.10 THAT, the building over the below mentioned scheduled property shall be constructed under the direct control, supervision and guidance of the developer/s (Second Party), and or their agents, and the owners (the First Party) is free to inspect and supervise as mutually agreed upon but the First Party shall not interfere in the smooth function of the development of the project.

7. On completion of the project, the maintenance of the complex with all the facilities shall be handed over to a society to be constituted comprising of the flat owners of the complex and the First Party or its nominee / legal heirs / future purchasers will abide by the terms & conditions of the said society.

8. OWNERS' DECLARATION :

The owners (the First Party) hereby agree and pledge with the developers (Second party) as;

8.1 That the First Party declares that his/her/their property as mentioned below in the Schedule of property is in the peaceful possession by him/her/their and is without any dispute and it is free from all encumbrances, attachments, charges, liens and there are no civil, criminal cases pending in respect to the below mentioned property and she/they is/are the absolute owner(s) of the plot.

8.2 Not to cause any interference or hindrance in the construction of the proposed buildings over the below mentioned scheduled property by the developers (Second party). And he/her/their will abide by the terms of this agreement in the letter and spirit

8.3 Not to enter into any agreement, transfer, convey, assign, encumber or deal with the below mentioned scheduled property or any portion thereof with any Third party during existence of the agreed period and shall duly convey and transfer the proportionate share of land to the developers (Second party) or its nominee in respect of the developers shares.

8.4 The owners (the First Party) will give permission to the developers (Second Party) to enter upon the said property and the developers (Second Party) shall have absolute authority to commence, carry on and complete the development of the land in accordance with the permission granted and after demolition and vacation of existing structure (if any) by the owners (the First Party). The said permission to develop the property is personal and is not transferable.

8.5 THE owners (the First Party) shall at the request and at the cost of the developers (Second party) sign and execute, documents as and if required for the applying for the approval of the building plans and any other necessities required for the smooth running of the project

8.6 The Owners shall execute all necessary documents, authorizations, including by way of power of attorney(s) authorizing the Developer who will by passing the required Board Resolution shall exercise the power confirmed in the General Power of Attorney (GPA).

8.6.1. To represent me/us before all government, Semi government offices, municipal authority or sanctioning authority in all respect.

8.6.2 To represent me/us in all courts, civil. Criminal, revenue to file plaint. Written Statement, swear affidavit, sign vakalatnama, to receive summons and other processes of law and to engage advocate and discharge or terminate their service.

Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BSR, Dist-Khurda  
Regd. No. 791/2009  
Mob. 9886100617

Assotech Sun Growth Abode LLP  
Shashi Gushon Mishra 23/9/19  
Authorised Signatory

Guyot Rasad Banerjee 23/9/19

w1- Dnyodhan Dakuwa  
w2- Bueedep Sen





- 8.6.3 To manage control. Supervise and look after all my right over the Property detailed above in all respects and to represent me/us before the concerned authorities in this behalf
- 8.6.4 To prepare, sign all documents and apply to the Municipal commissioner, Bhubaneswar / Competent Authority. Government /semi government offices or Sanctioning Authority for obtaining approval either by itself or in part or in conjunction with other land parcels as maybe required, submit relevant documents deed of undertaking, schedule of land, all forms, applications, agreements or to give undertaking(s). Affidavit(s). Statements, Bank guarantee(s) etc. to pay scrutiny fee, approval fee. Service charges, conversion fees or other such fee etc. and to fulfill the other requirements of directions as may be desired by the Department in this regard necessary for obtaining sanction/approval from municipal Commissioner, Bhubaneswar/ competent authority.
- 8.6.5 To nominate, select and appoint Draftsman, Engineers, Architects, Contractors, Labour contractors, Masons, Labours, Advocates and any other person or persons, any other Company or Companies, Firm or Firms for the purpose of construction of Residential Cum Housing Complex.
- 8.6.6 To prepare agreement/agreements, letters, applications, correspondences and sign the same with/or any Govt. authority, Undertaking Individuals, Firms, Company or any Govt. Deptt. for the development of schedule property.
- 8.6.7 To apply for and to obtain necessary Electric, Water, Telephone, Sewerage, Cable and other connections / facilities in or for the property mentioned in the schedule below.
- 8.6.8 To arrange for getting a separate electric transformer installed at the site.
- 8.6.9 To apply to the Municipal Commissioner. Bhubaneswar / Competent Authority, government / Semi government office or sanctioning authority for Cancellation / withdrawal of. Deed of Undertaking, all forms, Applications, agreements, Indemnity Bond(s), Bank Guarantee(s) etc. and apply for refund of any other related charges (if any), earlier paid as scrutiny fee. Approval fee, service charges, conversion fees. etc. and to fulfill the other requirements or directions as may be desired by the Department in this regard.
- 8.6.10 To receive the approval(s)/ sanction(s) with regard to this land on my/our behalf and to make sign and submit any documents, undertaking(s), Agreement(s), Affidavit(s). statement(s), etc. and to appear before the Municipal Commissioner ,Bhubaneswar / other Gov. authority Department forgetting the layout plan approval and for any other purpose mentioned above.
- 8.6.11 To appear before Municipal Commissioner, Bhubaneswar / Competent Authority, government/ Semi government offices or sanctioning authority or other designated authority as may be required from time to time so as to carry out any of the purposes or powers mentioned in this present and to make. sign and submit any application reply. Affidavit, undertaking agreement. appeal, compromise, withdrawal, exchange with Municipal Commissioner. Bhubaneswar / Competent. Authority and partitioned as may be required in connection there with including the filing appropriate legal proceedings wherever necessary.
- 8.6.12 To represent me before the officers of President of India, Governor of Odisha, income tax department Municipal bodies Central / state Government offices or any representation and petition for the Approval required in connection with the land and for the purpose incidental thereto including for

Jayeeswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Bhubaneswar  
Regd. No.-77912009  
Mob: 9861006174

Assotech Sun Growth Abode LLP

Shreshi Goswami Mishra 23/9/19  
Authorised Signatory

Gayatri Prasad Bank 23/9/19



w1 - Anandhan Debra  
w2 - Pradeep Sun



obtaining Approval, and making payment of any charges due and to take all necessary steps and to do or cause to be done all such act, matters and things for the purpose aforesaid

- 8.6.13 To obtain refund of all securities, amounts and other deposits made with the concerned departments in the name of the Land Owners or in the name of their nominee and to give receipt thereof;
- 8.6.14 To deposit all types of fee, charges, security deposits, demands, dues and taxes with regard to Project Land with any Authority to obtain the receipts to obtain No Objection Certificate(s) from the concerned Income Tax Department , to make appeal and contest the same against any demand or assessment etc. and to compromise the same before any court of Law;
- 8.6.15 To do all the act , deed any things necessary to be done in connection with the release of the Project Land, under the provision of the Land Acquisition Act including filing a Writ(s)/Suit(s) in any Court including High Court / Supreme Court
- 8.6.16 To engage or appoint a legal practitioner(s) to conduct the same and to sign power(s) attorney / vakalatnama in this behalf;
- 8.6.17 To sign. Verify and file any suits, plaint, complaints, written statements, petition, and application. Affidavit etc. in proper courts of law and offices and to proceed in all the proceeding filed in their name and on their behalf;
- 8.6.18 To appear before the court, tribunal, authority, department or body in the proceedings in connection therewith;
- 8.6.19 To produce or summon or receive back any documentary evidence
- 8.6.20 To make and present to the court, tribunal, authority department or body any application;
- 8.6.21 To take and file compromise or to refer such suit or claim to arbitration.
- 8.6.22 To deposit and withdraw any money(s) in connection with suit related to the land details above
- 8.6.23 To file application for execution of a decree or order passed in any suit or Proceedings as the case may be and to sign and verify such application;
- 8.6.24 To apply for inspection and inspect documents and records of any court;
- 8.6.25 To obtain copies of documents and papers;
- 8.6.26 To file application for review and /or revision and /or appeal against any order or judgment passed in such suit, petition, applications, inquiry or proceeding or in review or revision therefore or in appeal there from as the case may be and to sign, seal and execute all papers and documents and writings and to do and execute all act, deed and things as mentioned hereinbefore or as their said attorneys may deem fit connection with such application or appeal; and
- 8.6.27 To appoint arbitrators, to proceed in arbitration proceedings and to take every step necessary for the same.
- 8.6.28 To erect and /or to raise a multi-storied building comprising of independent flats /shops view parking spaces and /or to multi-storied building over the said plot as per the permission to be approved by BDA/BMC or any revised plan to be sanctioned /approved by BDA/BMC/Sanctioning Authority.
- 8.6.29 To arrange finance from any Bank or Financial institution for raising Home Loan for the flat/independent houses/commercial unit purchasers on the Schedule property.

w1 - Dnyodhan Sakwe  
w2 - Anand Sun







- 8.6.30 To mortgage the Schedule property including the total built up area, for raising project development and construction finances, however before completion of the Project the Developer shall liquidate the loan amount to the bank/ financial institutions/ individuals;
- 8.6.31 To enter into any agreement with any person for booking and /or construction for flats /shops parking space of built up area in the proposed new building complex to be constructed and in respect thereof to receive any payment in the part or in full or such installments dues as your said attorney may fix and settle.
- 8.6.32 That my/our attorney is entitled to sell only their share of the super built up area of the proposed Residential Cum Housing Complex along with their share of land and also sell the proportionate numbers of the open surface parking on the schedule property to potential purchasers of flat/independent houses/commercial units, in terms of the above referred Agreement for Development of Property dated.
- 8.6.33 To purchase stamp papers, sign and execute sale deed or any other deed of conveyance, agreements etc., as required and present the same before the registering authority for registration and admit the execution thereof in our name and on our behalf.
- 8.6.34 To advertise for sale of proportionate Land and the built-up area except the portion allotted to us/land owners.
9. THE owners (the First Party) is fully competent and entitled and to enter into this agreement with the Developer (Second Party) and that he clearly confirms that has not agreed, committed, constructed, or entered into any other agreement for sale or , lease with any other person, company /agencies and by which the development of the below mentioned scheduled property may be affected in any manner whatsoever.
10. That the First Party will hand over the original land documents, ROR and all the original documents relating to the below mentioned scheduled property to the developer (Second party) at the time of execution of this agreement.
11. THAT the First Party may choose to either sell or lease out his/her/their respective shares in the proposed Project or use a part of it for his/her/their own Residential use after the completion of the project. However, he will be bound by the rules of the Apartments Owner's Association (AOA/RWA) guidelines that will be applicable after the formation of the Apartments Owner's Association (AOA/RWA) for this project.
12. SPECIFICATIONS:  
As similar to the marketing brochure and as declared in Odisha Real Estate Regulatory Act. (ORERA).
13. DEVELOPERS OBLIGATION:  
13.1 THE exercise relating to the development of the proposed Project shall commence with effect from the date of signing and execution of this agreement by the Developers (Second Party) as well as owners (the First Party).
- 13.2 TO complete/finish the construction and erection of the proposed Residential complex within 36 (Thirty Six) months from the date of sanction of the building plan thereof and sanction from the ORERA authority whichever is later or such extended time as may be mutually agreed upon between the Parties.

*[Handwritten signature]*

23/9/19

Assotech Sun Growth Abode LLP  
*Shashi Baban Mishra*  
 Authorised Signatory

*Gajendra Kumar* 23/9/19

w1 - *Syedhan Dohre*  
 w2 - *Pranab Kumar*





13.3 THAT if the construction of the proposed building(s) shall be delayed by any order/clearance to be obtained from any local authority, in that event the owners (the First Party) shall not claim any damage or compensation from the developer (Second party) in any way.

13.4 THAT in the event of delay in completion of the proposed project or in the delivery of possession of the said units, by reasons of non-availability of labor, steel, cement, water etc. or reason of war, civil commotion etc. or due to any natural calamity or due to any difficulty or impossibility arising from any Govt. ordinances, legislation or notification or order by the Govt. or local authority etc. the Second Party will not be held responsible in any manner and the First party shall not claim any damage or compensation from the Second Party.

13.5 NOT to violate or contravene any statutory provisions rules, regulations, etc. applicable for the construction of the said project.

13.6 ANY consultant, labour or workmen engaged for the construction of the building by the developer (Second Party) will be employee of the developer (Second Party). The owners (the First Party) shall have no relationship with the aforesaid employee and any amount that may be paid under any agreement, labour dispute or under workmen's compensation of damage are the sole responsibilities / liabilities of the developers (Second Party) and the owners (the First Party) shall not incur any liabilities for the same.

13.7 The owners (the First Party) will give permission to the developers (Second Party) to mortgage the total project land, including the Owners' Land and/or the built up areas for raising project development and construction finances, however before completion of the Project, the Developer shall liquidate the loan amount to the bank/ financial institutions/ individuals;

13.8 The compensation for the normal delay in the handover / construction of the Apartment of the share of the Party of First Part will be as per the regulation / condition mentioned in the ORERA and will be mentioned very clearly in the subsequent agreement to sale to be entered for individual allotted flats for the land owner's share.

#### 14. CONSIDERATION:

14.1 THAT in consideration and in lieu of the First Party having conferred and vested exclusive right of development of the said land with the Developer (second party) the former (First Party) shall be entitled to get free of cost and charge a percentage of the total super built-up area covering proportionately on all floors and types of the building complex with proportionate number of open surface parking. The owners (First Party) shall be entitled to get their share fully finished with fittings as per the specification mentioned in the agreement to sale to be entered for individual allotted flats.

14.2 THAT the share of the Owner (first party) has been fixed at 2842 sqft. of Super Built up Area including equivalent surface parking for each flat. THAT total super built up area of 2842 sqft. i.e 2(two) nos of 3BHK (Executive) is allotted in favour of Shri Gaya Prasad Barik. The above allotted super built up area will be converted to unit flats i.e. 2 No's of 3BHK (Executive) after getting due approval from Bhubaneswar Municipal Corporation. However 1<sup>st</sup> Party can choose the tower and the floor as per his choice. Agreement to sale for these allotted unit/units, will be issued in favour of First Party, as per the model agreement of Odisha Real Estate Regulatory Authority (ORERA). Hence

Bhubaneswar Acharya  
Notary Public of India  
Regd. No. 12345  
Phone: 986-XXXX-XXXX

Assotech Sun Growth Abode LLP  
Shuchi Goswami Mishra  
23/9/19  
Authorised Signatory

Gayaprasad Barik  
23/9/19

w1 - Dnyanesh Kumar  
w2 - Prakash Kumar





this allotment is purely provisional and is subjected to minor modification after getting due approval from Bhubaneswar Municipal Corporation (BMC).

14.3 THAT the remaining part of the super built-up area and the proportionate number of open surface parking and the proportionate undivided, impartible and indivisible share in land are specified as the allocation of the Developers (Second party) share. The owners (First party) also permit the developer (Second party) the right to sell and transfer the share from the developer's (Second party) share to prospective purchasers.

14.4 It is understood that the super built-up area shall form the part of outer to outer measurements of the unit/units and including the proportionate share of the common area of the tower Corridors, lifts, machine rooms, staircase, common stores, service rooms, entrance lobby, architectural projections and elements etc.

14.5 THAT, the share of the First Party will be clearly outlined in terms of Flat Nos, Floor nos., Block name and super built-up areas, Parking nos. after receiving the final approval from the concerned authorities and before the commencement of construction of the proposed Residential Cum Housing Project, in the agreement to sale.

15. That except for the flats agreed to be given to the First Party under this Development Agreement; the First Party shall have no claim over any other flats/ any other area, common area, terraces, necessary equipments, security systems etc. to be constructed by the Second Party i.e. Developers share.

16. That the First Party and Second Party have agreed not to claim any specific demarcation of the land and agreed that said land agreed to be given for development shall remain indivisible and inseparable at all times and the persons holding any interest in the same shall always hold it in Undivided shares and only constructed area shall be shared.

17. THAT, in consideration of the terms hereby agreed upon the owners (First Party) convey, assign and absolutely vest upon the developers (Second party) the right of development and construction on the below mentioned scheduled property.

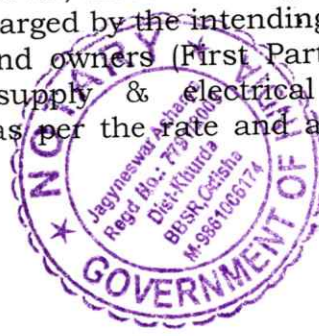
18. THAT, the Developers (Second party) shall have the right to enter into the agreement sale lease heir, with intending purchasers of flats and assign and let out the total constructed/built up area except the owners' (First Party) entitlement and the owners (First Party) shall not raise any objection to such assignment or negotiation. The owners (First Party) shall join as confirming party at the request of developer (Second party) for the execution of the relevant documents, whenever needed and called by the developer

19. THAT, it is hereby agreed by the First Party that the Developer/s (Second party) shall have the absolute right to finalize, settle and negotiate the terms of the, built-up area / units except landowners' share (First Party) of the proposed Project, at such rate and price as the developers (Second party) think proper.

20. THAT, it is hereby agreed by the First Party, that the Power of Attorney holder is fully authorized to execute necessary deed of conveyance in favor of intending flat purchasers. However, all costs charges and expenses in respect thereof shall be paid and discharged by the intending purchasers of the flats.

21. THAT, in the said project, land owners (First Party) will bear the cost for availing individual power supply & electrical meter connection for his/her/their share of units as per the rate and amount prescribed by the

w1 - *Bijodhan Deka*  
w2 - *Pranab Sen*



Jagyeeswar Acharya  
Notary Public, Odisha, Govt. of India  
BBSR, Bhubaneswar  
Regd. No. 773/2009  
Dist. Khurda  
BB-SP, Cuttack  
M-9881906174

*WJW*

AssoTech Sun Growth Abode LLP

*Shashi Kumar Mishra* 23/9/19

Authorised Signatory

*Gayatri Prasad Barik* 23/9/19



concerned Government Authorities. The ground rent and holding tax of his/her/their (First Party) share, if applicable, will also be paid by the First Party or its nominee/legal heirs/future buyers, for his share of units

22. THAT, the Developer (Second party) is allowed to construct and develop water supply including UG tank or overhead water tanks, sewerage system including STP, electrical distributions lines including sub-station, communication system including telephone exchange and any other installations which may be required for this Housing cum Residential complex. The Second Party will bear the cost for these works.

23. THAT, the Developer (Second party) shall have the right to receive from the intending flat/duplex/commercial units purchasers any earnest money and / or booking amount and also the balance of cost of flats/duplex/commercial units in respect of their allocated share and to grant receipts and execute such conditions as may be deemed necessary and present the same for registration.

The owners (First Party) hereby agrees to ratify and confirm, all acts that the Developer (Second party) shall lawfully do and execute and perform in respect of his/her/their share without prejudice to the rights, and interest of the owners (First Party) and hereby agree to sign all necessary documents which may be required for carrying out the construction of the proposed Project and provide assistance to the developer (Second party) to facilitate the construction of the proposed Project on the below mentioned scheduled property.

24. THAT, the owners (First Party) shall remain liable to encumbrance, difficulties, disputes, cases if any in respect to his/her/their plots as mentioned in the schedule below. And the owners (First Party) agrees that if any type of obstacle comes at the time of construction relating to encumbrance arising with respect to his/her/their plots, the members of the First Party will be responsible for the problems caused and that they will be liable to pay to the developer (Second party) a compensation amount for the damages incurred by the developer as ordered by the competent arbitrator or judicial authority.

25. THAT, both the owners (First Party) and the Developer (Second party) shall have the right to use for specific performance of this agreement or any supplementary contract for enforcement of this contract and issuing party shall also have a right to recover cost and damage if any with mutual agreement.

26. THAT, in case of non-compliance of terms and conditions of this agreement and supplementary agreement both parties have a right to recover cost and damage if any.

27. THAT, the owners (First Party) authorize the Developer (Second party) or their nominee/ nominees as its attorney / attorneys by executing documents duly registered for submitting and pursuing application to various authorities for requisite permission approvals, sanctions of the building plans etc. in connection with the development / construction and completion of the proposed Project. All costs in this respect shall be borne by the Developer (Second party).

28. HOWEVER, the developer (Second party) undertake in their capacity as builder not to do or cause to be done by any act which may in any manner,

w1 - Anandhan Dake  
w2 - Prakash Tolu



Jagyeneswar Acharya  
Notary, Govt. of India  
Odisha, BSR, Dist-Khurd  
Regd. No. 799/2009  
Mob. 9861006174

Assotech Sun Growth Abode LLP  
Shashi Mishra  
23/9/19  
Authorised Signatory

Gayatri Bani  
23/9/19

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violate any law, rules, regulations etc. or which may amount to misuse of any terms hereby agreed upon or breach of provisions of law in case of non-performance or non-observance of such law, rules regulations or conditions of this agreement, the entire liability in the behalf shall be incurred or discharged by the developer (Second party) and further more the developer (Second party) undertakes to keep the owners (First Party) entirely harmless and indemnified against all claims or demands resulting from the aforesaid non-performance and non-observance.

29. THAT, in case the below mentioned scheduled property or any part thereof now declared or represented to be belonging to the owner(s) (the First Party) is found to be lost and to be non-existent on account of defective title, the owner(s) (the First Party) shall be liable for the damage loss and the cost sustained by the developer (Second party). Accordingly the owner(s) (the First Party) agree and undertake to keep the developer (Second party) /and/or their nominee(s) harmless and indemnified against all the claims and expenses which the developer (Second party) and / or their nominee(s) may be made liable to pay or suffer.

30. MISCELLANEOUS: The name of the proposed complex shall be selected by the developer (Second party) and owners (the First Party) mutually later on. \

31. ARBITRATION:

a) The Parties hereto shall endeavor to settle all disputes and differences relating to and / or arising out of the Agreement amicably.

b) In the event of any dispute or differences arising from or in connection with this Agreement, the same shall be resolved amicably in good faith, failing which the dispute or differences shall be referred, to Arbitration. Each Party shall nominate one arbitrator and two arbitrators so nominated shall nominate a third arbitrator. The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitrators shall give reasoned award. The venue of arbitration shall be at Bhubaneswar.

c) The Parties further agree that any arbitration award shall be final and binding upon binding upon the Parties.

THAT, the below mentioned scheduled property will remain under the disposal of the developer (Second Party) after giving the total agreed share to the owners (the First Party) till the formation of the society and till ultimate handing over the land and building to the society.

32. JURISDICTION: All disputes between the parties hereto shall be settled within the jurisdiction of the Bhubaneswar city.

That, the first party executed a General Power of Attorney in favour of Second Party M/s Assotech Sun Growth Abode LLP vide GPA ID No.11081911372, dtd.23.09.2019 registered in the office of D.S.R. Khurda, Bhubaneswar.

w1- Anjodhan Dharma  
w2- Pradeep Sun



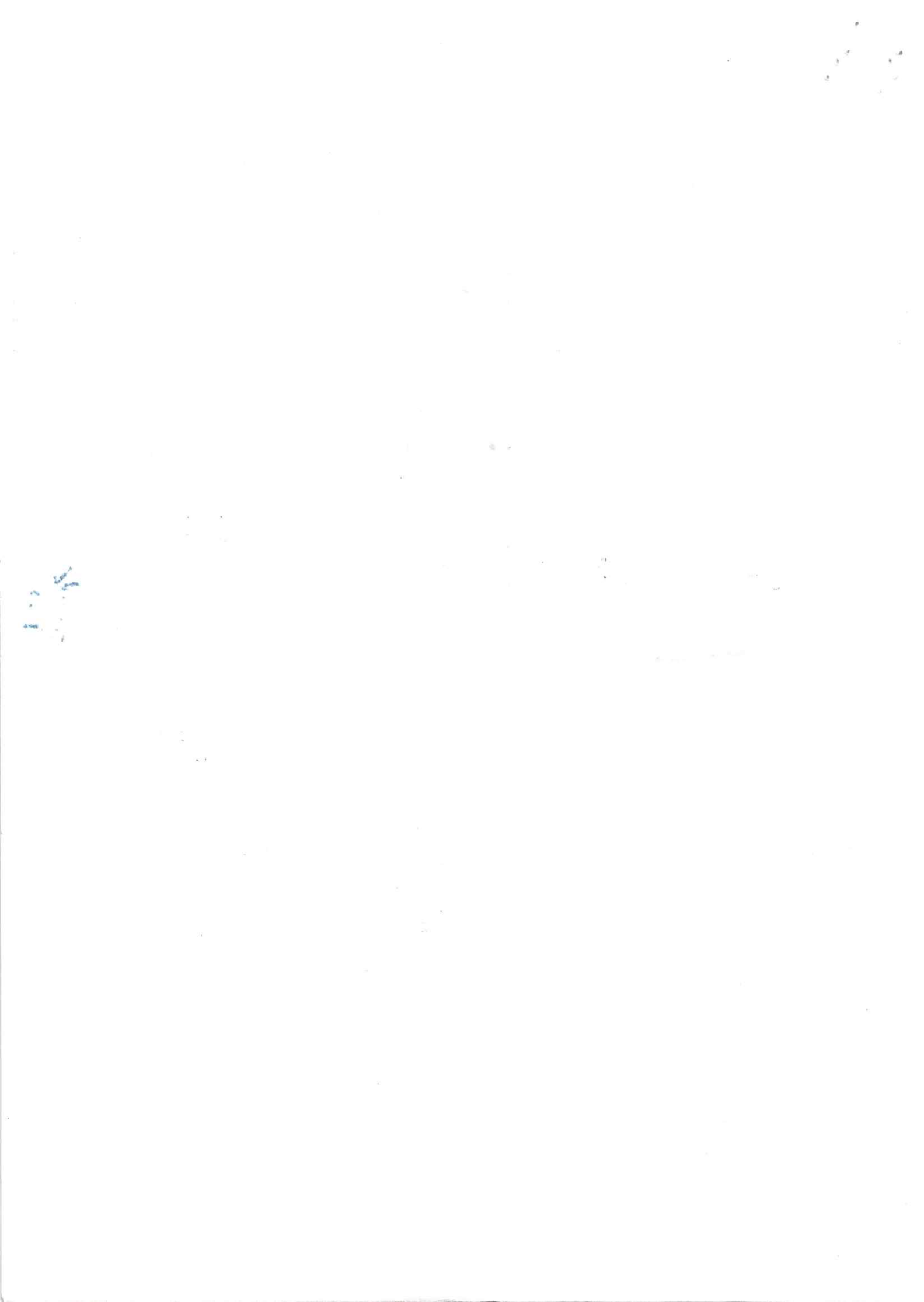
Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BSR Dist-Khurda  
Regd No: 7981/2009  
M-9881008174

Assotech Sun Growth Abode LLP

Shashi Satyan Mishra 23.9.19

Authorised Signatory

Gayatri Prasad Bhandari 23.9.19



**SCHEDULE OF PROPERTIES**

Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:-9861006174

District - Khurda, Tehshil - Bhubaneswar, District Sub Registrar Khurda at Bhubaneswar  
PS - Balianata, Revenue **Mouza - RUDRAPUR**, Revenue Khata no. 412/541, (Four  
Hundred Twelve by Five Hundred Forty One) Revenue Plot no. 280/2790 (Two Hundred  
Eighty by Two Thousand Seven Hundred Ninety) Full. Admeasuring area Ac0.046 decimal  
(Forty Six decimals as per one thousand decimal, one acre), Kisam - Gharabari, Satwa  
Stitiban, full plot, rent Rs. 24.50

*Jayaprakash Bera*  
Signature of the First Party 23/9/19.

**WITNESSES:**

1. *Jayodhan Dakua*  
*S/o Late Lakman Dakua*  
*A/po B. Pujinaga B.B.S.R.*

Assotech Sun Growth Abode LLP

*Shashi Shyam Mishra*  
Authorised Signatory 23/9/19

2. *Puneet Jain*  
*A/po B - Nagarika*  
*BBSR*

Signature of the Second Party

This agreement is made on 23<sup>rd</sup> September, 2019 in my office. The witnesses  
and both the parties put their signature / thumb impression in presence of me  
with taking the oath.

Identified by me.  
Advocate, Bhubaneswar.

*[Signature]*  
23/9/19.

*[Signature]*  
Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:-9861006174







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51AA 123681

**ACCEPTANCE LETTER**

To,  
ASSOTECH SUNGROWTH ABODE LLP,  
Flat No-203, Soumya Enclave, BJB Nagar,  
BHUBANESWAR

**SUB:-** Consent and Acceptance of allotment of Flat No B-4/1008, B-4/1108 as per the Sharing Agreement dated 23-09-2019 and General Power of Attorney(GPA No. 11081910732), executed on Date 24-09-2019 in your project ASSOTECH PRIDE, NH-16, Rudrapur, Bhubaneswar.

Dear Madam/Sir,

I/We are the executant of Sharing Agreement and have also given General Power of Attorney (GPA) registered with Sub-Registrar, Khordha, Bhubaneswar where I/We are entitled for allotment of above flats.

*Gajendra Kumar*  
*Banik*

08/12/19

Assotech Sun Growth Abode LLP  
*Shashi Kumar Mishra*  
Authorised Signatory

32387  
04.12.2019

~~AW~~  
Asstotech Gen Anshu  
ABode lrp  
B5B nojed  
B58D

REASURY  
BHUBANESWAR  
30 NOV 2019  
OFFICE

~~Jagannath Mohapatra~~  
Stamp Vendor  
Bhubaneswar Court

As per our mutual discussion, I/We hereby give our consent and acceptance for Flat No B-4/1008, B-4/1108 in total carpet area admeasuring 174.96 Sqm (1884 Sqft) in Phase-I of your upcoming project ASSOTECH PRIDE, Bhubaneswar.

I/We are also aware that your project registration with ORERA is in process and the "Agreement to sale" for the aforesaid Flat/Flats will be executed after the Registration with ORERA.

This consent letter issued by me/us is final, irrevocable, binding and conclusive.

It is also clearly understood that with this letter the obligation of the company for the committed area in the sharing agreement stands fulfilled.

Thanking you

Yours faithfully,

*x Gaya Prasad Barik*  
Gaya Prasad Barik  
Aadhar No- 233588370498  
Mobile No. 9437580079

Witness :

- 1 - *Sashanka Sekhar Rout*  
*Arno - C, Utkal Univer. Bhubaneswar*  
*Vain vikas, Bhubaneswar*
- 2 - *Prityadarshini Sahoo*

**Accepted**

For Assotech Sun Growth Abode LLP

Assotech Sun Growth Abode LLP

*Shashi Sunan Mishra*

Authorised Signatory

(Authorised Signatory)

