

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA NON JUD

Jagyneshwar Acharya
Notary, Govt. of India
Odisha, 751009, Dist. Khurda
Regd. No. 10099
Mob: 9861098174



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L.R.
Arati Das



AGREEMENT FOR DEVELOPMENT OF LAND

This deed of Agreement for Development is made on this 17th day of February 2021 at Bhubaneswar, Odisha.

Between

ARATI DAS, aged 68 years, W/o-Late Pabitra Nanda Das Adhikari, resident of Qtr No- 502, Bhanja Sarani, Ps-Paradeep, Dist-Jagatsinghpur, Pin-754142, State-Odisha, by Profession-Doctor, by Caste- Karan, having PAN:-AFJPD9816K, Aadhaar No:-2763-2560-4493, Mob:-9178607445, (Hereinafter called as **"Land Owner/First Party"** which expression unless excluded by or repugnant to the subject or context shall deem to mean and include her legal heirs, representatives, successors, administrators, executors, agents and assigns) hereinafter called the owner of the **FIRST PART**.

Dr. Arati Das
17.2.2021

For UTKAL BUILDERS LTD.
Shardul B
Director



Jagyneswar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist Khordha
Regd. No. 7191/2009
Mob:- 9961006174

AND

M/S UTKAL BUILDERS LIMITED, CIN-
U45202OR1990PLC002529, PAN-AAACU5502C, a company
registered under companies Act, 1956 and having its Head office
at 777, Saheed Nagar, Bhubaneswar-750007, represented
through it's Managing Director **Mr. Sharad Baid**, aged about 42
years, S/o-Bhanwar Lal Baid, Plot No.777, Saheed Nagar,
Bhubaneswar, Dist-Khordha, Odisha, By Cast: Oswal, By
Profession: Business, Aadhaar No- 6393-3855-0025, PAN-
ADEPB3155G, Mob:-9437555111 (Hereinafter referred to as
"**Second Party/Promoter/Developer**" which expression unless
repugnant to the context or meaning thereof shall mean and
include its directors, successors, executors, administrators and
assigns) of the **SECOND PART**.

Mr. Anshu Das
17.2.2021

FLOW OF TITLE:-

The 1st Party hereby declared that she became lawful and
recorded owner of property as described below.

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

WHEREAS, the 1st Party has obtained ROR in her favour
from competent authority vide Mutation Case No.3713/91.

For UTKAL BUILDERS LTD.
Sharad Baid
Director



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

WHEREAS, the 1st Party hereby declared that the below schedule of property is free from all encumbrances, litigation, disputes, liens, attachments and charges etc. and the 1st Party is in peaceful possession over the said property having all rights, titles and interests etc.

WHEREAS, the 1st Party has been paying land revenue (rent) to the Govt. of Odisha through the Tahasildar, Bhubaneswar and obtained receipts thereof.

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

WHEREAS, the 2nd Party has duly verified the land records and all other relevant documents regarding ownership of 1st Party and concern authorities/departments and also demarcated the schedule property along with boundaries.

WHEREAS, the 1st Party approached the 2nd Party to construct a multistoried building (Residential/Commercial) over below schedule property and accordingly 2nd Party agreed with this proposal and undertake to do the said development and construction work on terms and conditions as mutually agreed by the parties over the below schedule property.

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



Dr. Anshu Das
17. 2. 2024

For UTKAL BUILDERS LTD.
Shreed 130
Director

Jagynesar Acharya
Notary, Govt. Of Indl.
Odisha, BBSR, Dist. Khordha
Regd. No. 7791/2009
Mob.- 9861006174

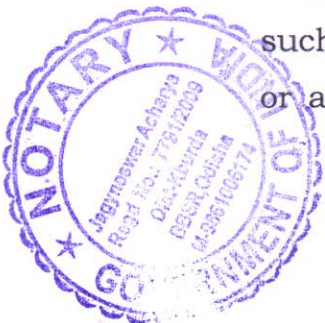
ARTICLE-1(DEFINITION):-

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

- i) Property shall mean the entire land as described in the "Schedule of Property" appended hereto.
- ii) Building shall mean the building to be constructed/erected over the said property as per Bhubaneswar Development Authority's approved plan or Bhubaneswar Municipal Corporation & approval of ORERA authority and other allied authority as per applicability.
- iii) Owner Arati Das shall include each of her successors, heirs, legal representatives and assigns etc.
- iv) Developer M/S UTKAL BUILDERS LIMITED shall include it's directors successors, executors, administrators and assigns etc.
- v) Common facilities shall mean and include corridors, common passage, stair case, roof, equipments and accessories provided in the building, motor pumps, electrical installations etc. and other facilities required whatsoever for maintenance and/or management of the said building and enjoyment of various portions of the said building and land.
- vi) Building Plan shall mean the plan to be sanctioned and approved by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation/ORERA and/or such other revised plan or plans with such modification or alteration which may be made thereto from time to

Ar. Arati Das
17.8.2022

For UTKAL BUILDERS LTD.
Shreed 13
Director



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

time with the approval of competent authority/authorities for the purpose of constructing the building(s).

- vii) Units shall mean a portion of the floor space comprising of the residential & commercial complex capable of being exclusively occupied and enjoyed.
- viii) Proposed Building shall mean and include the buildings to be constructed and the land appurtenant thereto and all passages, the parking space, amenities provided thereto etc.

Atk. Aradh. Das
17.2.2021.

ARTICLE-2(COMMENCEMENT):-

This Agreement for Development shall commence on 17th day of February 2021 at Bhubaneswar.

ARTICLE-3 (CONSTRUCTION):-

- i) **That**, 2nd Party agreed to develop the said "Schedule of Property" at their own risk, cost and expenses and with their own resources after they obtain the requisite permissions, sanction and approvals from authorities concerned and thereafter to construct thereon the proposed building(s). The 1st Party agreed in accordance with this agreement, to place the physically and actual vacant possession of the said "Schedule of Property" and to grant exclusive right of development of scheduled land by submitting building plan(s) before the authorities and obtain requisite permission, sanction and approvals for developments, construction

For UTKAL BUILDERS LTD.

Shreed 130
Director



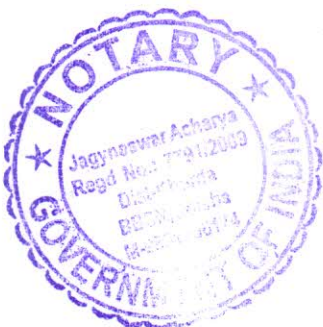
Jagyneshwar Acharya
Notary, Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009
Mob:- 9861006174

and completion of the proposed project with the signing of this agreement.

- ii) **That**, the building plan will be in accordance with the rules and regulations laid down by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation/ORERA authority as per applicability. The building shall be of first class construction based on the specifications conforming to BIS code of civil engineering practice and as per approved drawing & specifications.
- iii) **That**, the 2nd Party at their own risk, cost and expenses shall apply to the Bhubaneswar Development Authority/Bhubaneswar Municipal Corporation/ORERA and other allied authorities for the requisite clearance, permission to construct/erect super structure on the said "Schedule of Property", the project building plan and design shall be in accordance with the zonal plans in force for the said area.
- iv) **That**, it shall be the responsibility of the 2nd Party to submit, pursue and follow-up the plan to be sanctioned by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation.
- a) All expenses/charges incurred in respect of approval/sanction or modification and/or alteration of the sanctioned plan and for any revised plan to be submitted for approval/sanction to be on account of 2nd Party.
- b) The requisite fees for sanction of the plan(s) shall be borne by the 2nd Party.

Ms. Arch. Des
17. 2. 2021

For UTKAL BUILDERS LTD.
Shreed 130
Director



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

- c) To expedite sanction of such plan or plans shall be the responsibility of the 2nd Party.
- v) **That,** the 2nd Party shall forthwith on obtaining the approval of plan form Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and after obtaining all statutory clearances from concern departments including ORERA shall start construction over the said property in a substantial and workman like manner in accordance with the plans, specification and elevations to be sanctioned by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation including any amendment, modification or variation or alteration to the said plans and specification which may be made by the 2nd Party with prior consultation with 1st party.
- vi) **That,** the said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the 2nd Party and/or their agents.
- vii) **That,** the 2nd Party shall comply with the requirements and requisition of the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and/or other local authorities as the case may be relating to the construction of the said building on the said property and shall obtain necessary approvals from the authorities concerned as and when required.
- viii) **That,** the 2nd Party shall make their best endeavors to complete/finish the said building in all respects so as to benefit for occupation/habitation within 36 (Thirty

Dr. Aradh' Das

17.8.2024

For UTKAL BUILDERS LTD.

Director



Jagyneshwar Acharya
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Odisha, BBSR, Dist. Khurda
Regd. No.-7791/2009
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Six) months + 6 (Six) months grace period from the date of approvals from BDA/BMC/ORERA and in no case the completion of the project shall extend beyond 42 (Forty Two) months from date of approval without fail unless the time for the subject purpose is extended by mutual consent of parties.

- ix) **That,** in the event the completion of the project spills over the stipulated 42 months period due to any reason, the 2nd Party shall pay rent to the 1st Party per sq.ft @ Rs.10/- for the residential space per month falling to the share of the 1st Party as per the supplementary agreement till the building is completed in all respects. Thereafter the 2nd Party will apply & obtain completion certificate from the BDA.
- x) **That,** it is further agreed by the parties that inconsideration of the 1st Party having accepted the scheme of the developer, the 1st Party has appointed the 2nd Party for developing their land. The 1st Party further agrees and accord consent in favour the 2nd Party to undertake to such development of adjoining plots of others if opted and adjoin the same lawfully and can merge the said adjoining plots with this scheme for development considered as one project.

Mr. Mah' Das
17.2.2024

For UTKAL BUILDERS LTD.

Director

ARTICLE-4 (OWNER/1st PARTY OBLIGATIONS):-

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



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Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009
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1. **That,** the 1st Party shall execute and register one Irrevocable General Power of Attorney in favor of the 2nd Party granting right of development of the entire schedule property exclusively by delivering all power for preparing and submitting necessary building plan before the BDA/BMC/ORERA and to obtain no objection certificates from all concerned authorities for construction of residential/commercial building, sale of the flats/commercial unit with proportionate undivided rights, title and interest of the schedule properties in respect of developer's share/allotment of the flats/commercial unit(as per the supplementary agreement) and other requirements. The 2nd Party however, takes all the liability and responsibility for getting the approval of building plan from the BDA/BMC/ORERA and other relevant authorities concerned and shall spend all necessary expenses for the same. The 1st Party will give necessary co-operation from time to time if required.
2. **That,** the 1st Party hereby declare and undertake that he shall hand over physical possession of the schedule property to the 2nd Party on the date of execution of this deed.
3. **That,** the 1st Party shall hand over all relevant original documents/title deeds/permissions/lease deed/conveyance deed and other deeds relating to schedule property to the 2nd Party on the date of execution of this agreement.

Dr. Anah Das
17.8.2021

For UTKAL BUILDERS LTD.

Shreed 13
Director



Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009
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4. **That**, it is specifically agreed by the parties hereto that the 1st Party will agree to grant exclusive right of development of the schedule property in favour of the 2nd Party who also agrees to obtain/receive the said exclusive right of development of the entire schedule property. Accordingly the parties hereto decide to determine the respective proportionate share of the building as 40% of super built up and saleable area allotted in favour of 1st Party and 60% of super built of area and salable area allotted in favour of 2nd Party pertaining to FAR of 2.5 on the schedule property which will be allotted floor wise in proportionate manner(40:60) in the residential complex. The right to use the parking over the schedule property shall be allotted by the 2nd Party proportionately as per the share. The **TDR** (Transfer of Development Rights) cost for the additional FAR of .5, would be borne by the both parties proportionately (40:60). The same TDR cost can be paid by the Second party on behalf of the First Party and will be adjusted from the First Parties share.
5. **That**, the 1st Party after executing a Regd. Power of Attorney in favour of the 2nd Party delivering all powers for development of entire schedule property with residential apartment/commercial unit by proper approval from BDA/BMC/ORERA among which the 2nd Party can sale their share i.e.40% of super built of area of construction with proportionate undivided right, title & interest of the schedule property. Soon after the 2nd Party obtained necessary permissions from necessary

At: Moh. Day
17.2.2021

For UTKAL BUILDERS LTD.

Shreed 30
Director



Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurd
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authorities will start construction of the project building over the schedule property without fail.

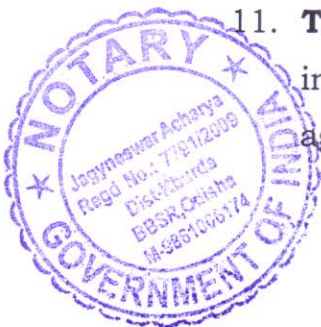
6. **That,** the 1st Party has no manner of objection if the 2nd Party advertise, market, book, sale or offer for sale or invite persons to purchase towards 60% of the 2nd Party share in the entire project by executing necessary deeds.
7. **That,** the 1st Party hereby admitted and acknowledged that she has received an amount of Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand) only in shape of cheque i.e. bearing Cheque No.-238671 on dated 17.02.2021, drawn on State Bank of India, Saheed Nagar Branch, Bhubaneswar towards part interest free refundable security or adjustable money from the 2nd Party.
8. **That,** the 2nd Party agreed to pay balance refundable security or adjustable money of Rs.12,50,000/- (Rupees Twelve Lacks Fifty Thousand) only after obtaining approval from BMC.
9. **That,** the 1st Party shall at the request and cost of the 2nd Party sign and execute papers, documents, applications for approval of the building plans from any authority or authorities or department or departments if required.
10. **That,** it is agreed by the parties that the 1st Party may enter into the supplementary agreement for allocation of share in the ratio of 40:60 after necessary approvals from BDA/BMC/ORERA and other Government authorities.
11. **That,** the 1st Party declare that, she is entitled to enter into this agreement with the 2nd Party and he has not agreed, committed, contracted or entered into any

Mr. Anand Das
17.2.2021

For UTKAL BUILDERS LTD.

Director

Shahed



Jagyneswar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009
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agreement with any other person in respect of the property and he has not created any mortgage, charge or encumbrance on the said property nor has done any act, deed or thing by reasons whereof, the development of the said property may be affected in any manner and the land owner shall no manner of risk/liabilities/responsibilities of the construction of the building/apartment over the schedule property.

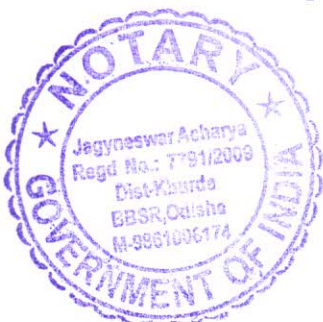
12. **That,** the 1st Party has the right to inspect the said construction at all reasonable times by giving proper intimation to the second party.
13. **That,** the 1st Party or her allotted purchasers agreed to pay all taxes, cess, rent, GST or any other taxes applied by State Government or Central Government prior to taking her respective share.
14. **That,** the 1st Party hereby agree to execute and sign necessary documents, letters, power of attorneys, which may be required for carrying out the construction of the proposed building and to render all help and assistance to the 2nd Party to facilitate the construction of the proposed building on the said plot of land in accordance with the terms and conditions of the agreement.
15. **That,** the 1st Party has no manner of objection if the 2nd Party will take project loan by mortgaging the below schedule property for the purpose of development of the project.

Dr. Aradh. Das
17.2.2024

For UTKAL BUILDERS LTD.

Director

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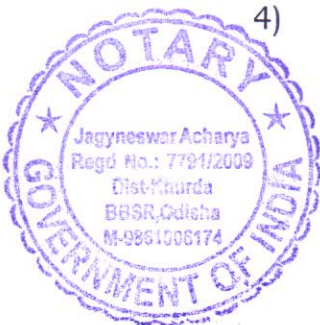


**ARTICLE-5 (2ND PARTY/DEVELOPER
OBLIGATIONS):-**

- 1) **That,** the Project work shall be commenced with effect from the date of signing and execution of this agreement and construction work will start after the date of the approval of the building plan by the BDA/BMC/ORERA after all statutory compliances.
- 2) **That,** the 2nd Party entitled to have a map or plan sanction in the name of the 1st Party and 2nd Party jointly from the BDA/BMC/ORERA and also obtain necessary permission/no objection from the different Govt. and non Govt. authorities as would be required for the purpose of development and construction of the residential/commercial building over the schedule property. However the 2nd Party take all the responsibility and liabilities for getting such permission/ approval/no objection etc. from the concern authorities at their own cost and expenses.
- 3) **That,** the 2nd Party agrees to complete the project in all respect with all amenities within 36 (Thirty Six) months + 6 (Six) months grace period from the date of necessary approvals from BDA/BMC/ORERA and other Government authorities and consequent upon such completion of the entire project from all angle by second party, shall handover physical possession of the 40% of the share in the entire project to the 1st Party as per the supplementary agreement with due written acknowledgement with all amenities.
- 4) **That,** the 2nd Party shall be entitled to deal with their share of 60% of super built up area with proportionate undivided right, title and interest of the schedule

Dr. Arak Das
17.2.2021

For UTKAL BUILDERS LTD.
Sho. d. 30
Director



Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist. Khurda
Regd. No.-7791/2009
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property exclusively and execute any deeds such as agreement for sale/sale deed/conveyance deed after signing and execution of supplementary agreement for which no further consent of the 1st Party shall be required.

- 5) **That,** it is further agreed by the 2nd Party that they shall construct the purposed building/apartment over the schedule property at their own risk and cost. The 2nd Party has liberty to take project loan by mortgaging the below schedule property and incase of loan the 2nd Second Party is exclusively responsible to repay the said loan.
- 6) **That,** the 2nd Party shall take prompt action for completion of construction of building within 36 (Thirty Six) months + 6 (Six) Months grace period from obtaining necessary approvals from BDA/BMC/RERA and other Government authorities without fail and in no case the completion of the project shall extend beyond 42(Forty Two) months from date of all approvals unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the 1st Party agrees that the 2nd Party shall be entitled to the extension of time for completion of the project, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Both the parties agree and confirm that, in the event it becomes

Dr. Anah Das
17.2.2021

For UTKAL BUILDERS LTD.

Shreed 13
Director



Jagyneshwar Acharya,
Notary, Govt. Of India
Odisha, BBSR, Dist. Khurda
Regd. No.-7791/2009
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impossible for the Developer to implement the project due to Force Majeure conditions, then this agreement shall stand terminated. The 2nd Party confirm that they shall utilize best materials and shall make construction according to the approved plan without deviation. In the event of any deviation during the course of execution of the work, then the 2nd Party shall be accountable for the same and the 1st Party shall have no manner of liabilities.

Dr. Aradhya Das
17.8.21

- 7) **That,** the 2nd Party shall get the building plan approved, complete the project as per approval from BDA/BMC/ORERA and hand over possession of the owner's share to the 1st Party within the stipulated time. In case of any default, the 1st Party shall be compensated to the extent agreed upon described above.
- 8) **That,** it is further agreed that after the end of project with all amenities the 2nd Party will voluntarily made Possession Hand over Letter as per terms and conditions of this Agreement and subsequent supplementary agreement executed infavor of 1st Party.
- 9) **That,** the 2nd Party undertakes not to violate or contravene any terms and conditions of Agreement for Development, Irrevocable Power of Attorney or any statutory provisions, rules, regulations etc.
- 10) **That,** it is specifically agreed by the 2nd Party that any labour or workmen engaged for the construction of the building by the 2nd Party will be the employee of the 2nd Party. The 2nd Party hereby declared that the 1st Party shall has no relationship of employers with the aforesaid

For UTKAL BUILDERS LTD.
Shreed - 3
Director



Jagmeswar Acharya
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Odisha, BBR, Dist-Khurda
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employees and any amount that may be awarded under any agreement, labour dispute or proceeding under workmen's compensation act or damage are the sole responsibility/liabilities of the 2nd Party and the 1st Party shall not incur any liability, responsibilities for the same.

- 11) **That**, after this Agreement is executed, 2nd Party shall not create a charge on the 40% of the schedule property belongs to 1st Party and if any such charge is made or created then notwithstanding anything contained in any other law for the time being in force, such charge shall not affect the right and interest of the 1st Party.
- 12) **That**, the 2nd Party shall provide free maintenance to the building as well as warranty to all installations with rectification of defects if pointed by 1st Party/any allottee for one year from the date of handing over of the building without charging any extra cost to the 1st Party/allottee or the flat owners.
- 13) **That**, as decided and agreed upon that there would be absolutely no deviation from the authority it is very much fair and justified that the 2nd Party should obtain occupancy completion certificate within a reasonable time from the date of first possession from the competent authority.

ARTICLE-6 (CONSIDERATION):-

- 1) **That**, the parties hereto above shall share the total built-up areas in the project building proportionate to their shares in respect of the floor space. The areas

Ms. Anah Das
17.2.2021

For UTKAL BUILDERS LTD.
Shreed -3
Director



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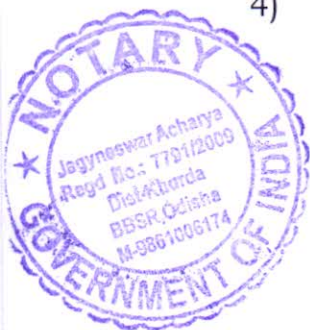
proportionate to their shares in respect of the floor space/parking space of the entire project to be built on the said plot shall be allotted/assigned in the ratio i.e.40% of the owner and 60% of the 2nd Party in orderly manner in the entire project.

- 2) **That,** the parties hereto i.e. the 2nd Party, the 1st Party hereby mutually agree that in order to and for the purpose and in the process of proportioning the saleable areas in the allocated shares of 40% and 60% amongst themselves, if the portion of such saleable area falling in the share of either of the parties is less than the agreed percentage of such party, then the concerned party shall be compensated by the other party so as to make the share at par with their respective percentage of built up area at the market rate at the time of distribution between the parties. It shall, however be open to the parties to arrive at such other manner mode of computation of the compensation payable in such situation by mutual agreement.
- 3) **That,** the 1st Party hereby agree to execute necessary deeds of conveyance directly in favor of the intending parties as per the advice of the 2nd Party if required. However, all liabilities including costs, charges and expenses in respect thereof shall be paid and discharged by the 2nd Party or the intending parties.
- 4) **That,** the 2nd Party shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the 1st

Dr. Aradhya Des
17.8.2021

For UTKAL BUILDERS LTD.

Shreed 13
Director



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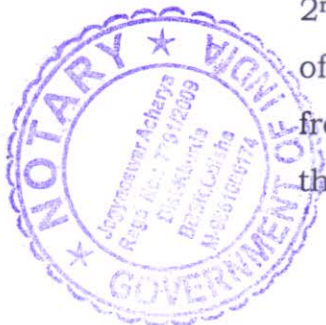
Party will not have any objection for the same at the developer liability and risk.

- 5) **That**, the 2nd Party shall have the right to receive from the intending flat owner any earnest money and/or booking amount and also the balance of cost of unit and to grant receipt(s) and execute such receipts as may be deemed necessary. The 1st Party hereby agree to ratify and confirm all acts, the developer/promoter shall lawfully do and to execute and perform or cause to be executed and performed all such act or deeds in connection with the transfer of proportionate impartible share in the land and/or units in the said proposed building by virtue of this agreement on receipt of consideration amount /construction cost.
- 6) **That**, the 1st Party shall remain liable to encumbrance, if any in respect of the said land up to the date of this agreement, the 2nd Party remaining liable for all encumbrances/liabilities created after this date, in relation to proposed construction.
- 7) **That**, the 1st Party and 2nd Party shall have the right to sue for specific performance of this contract/agreement or any other supplementary contract which may be executed for non-compliance of any term and suing party shall also have a right to recover cost and damaged if any.
- 8) **That**, the only on written permission of the 1st Party the 2nd Party declare that if during the course of construction of the project building any alternation, charges, deviation from the sanctioned plans become necessary or advisable the said alternation/change /deviations may be made in

As. Aradh' Das
17.2.2024

For UTKAL BUILDERS LTD.

Shoed B3
Director



Jagynswar Acharya
Notary, Govt. Of India
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conformity after obtaining modified plan approved from BDA/BMC/ORERA and the municipal Bye-law and Zonal Regulations and that as consequence of such alteration/changes/deviations, if any compounding fees is levied by the BDA/BMC/ORERA the said liability shall be borne by the 2nd Party.

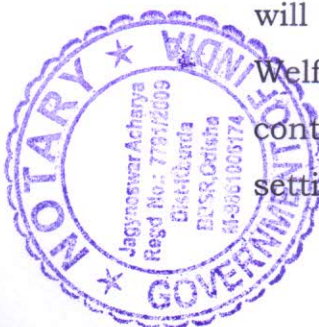
9) **That**, the 1st Party undertakes to constitute the 2nd Party as their attorney by executing Irrevocable General Power of Attorney duly registered for completing the exercise and effectuating the object in connection with the development/construction and completion of the project building. However the 2nd Party undertake in their capacity as 2nd Party not to do or cause to be done any act, commission or thing which may in any manner, flout contravene and contravene any law, rules regulation etc., which may amount to misuse of any authority or right hereby conveyed or breach or provisions of law. In case of non-performance or non-observance of such law, rule, regulation or condition of this agreement, the entire liability in that behalf shall be incurred or discharged by the 2nd Party and further more the 2nd Party undertake to keep the 1st Party entirely harmless and indemnified against all claims or demands during construction.

10) **That**, after completion of the project, the 1st Party or her allotted flat owner, other flat owners allotted by 2nd Party will jointly enroll as members of the Apartment Owners Welfare Society by paying the necessary membership fees, contribution and other regular charges, taxes etc. towards setting up the corpus fund of the society and will register

Ms. Arati Das
17-8-2021

For UTKAL BUILDERS LTD.

Shreed 13
Director



Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBR, Bhubaneswar
Regd. No.-7761/2009
Mob:- 9861006174

- the society before the concern authority. The 1st Party allotted flat owners will also be bound by the rules and regulations of the society and be entitled to equal rights as other purchasers of the individual apartments.
- 11) **That,** the 1st Party also agreed with the conditions of 2nd Party to apply for services such as electricity, internet, cable television etc. individually for each apartment with the appropriate authorities. They will be responsible for the maintenance and all payments for securing the connection and for continuity of the services.
- 12) **That,** it is further agreed by the parties here to that they shall prepare a scheme for management and maintenance of the project after its completion by forming a society duly registered by competent authority as per the provisions of the Orissa Apartment ownership act and the developer will exclusively maintain the project till the Regd. of society or for 1 (one) year from the date of handing over possession to the first flat owner.
- 13) **That,** it is agreed by the parties that, in case of death of any parties then the legal heirs, successors in interest will admit and acknowledge all the documents executed between the parties relating to the development of the project without any further demand or any changes in terms and conditions.
- 14) **That,** it is agreed by both the parties that the 1st Party is responsible for payment of all the pending taxes [Holding Tax, water tax, land rent, utility charge] till the date of signing of this agreement. After the signing of this agreement it will be the duty of the parties to pay those

Dr. Aradh' Das
17.2.2024

For UTKAL BUILDERS LTD.

Shree 1-3
Director



Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No. 77912009
Mob: 9861005174

taxes to the concern departments as per their allocated share.

15) **That**, it is agreed by the parties that the 1st Party or its intending purchasers of the flats will pay for the following extra charges;

- club membership fee/charges,
- Society corpus fund
- Electrical installation charge

16) **That**, both the parties agreed to again enter into supplementary agreement providing all details of entire building/project in a separate sheet regarding the plan, construction, materials, interiors, specifications any other facilities as per discussion in respect of project and prior to starting of construction of project over schedule property.

ARTICLE-7 (JURISDICTION):-

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

Dr. Aradhya Das
17.8.2021

For UTKAL BUILDERS LTD.

Sho. d. 13
Director



Jagyneswar Acharya
Notary, Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No.-77912009
Mob.-9861006174

ARTICLE-8 (ALLOCATION OF SHARE):-

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

ARTICLE-9 SCHEDULE OF PROPERTY

Dist-Khurda, Tahasil-Bhubaneswar, Tahasil No-260, Ps-New Capital (Chandrasekharapur), Ps No-22, Mouza-Patia, Khata No-474/568, Plot No-369/2381, Area-Ac.0.200dec, Kisam-Gharabari, corresponding to Sabik Khata No-117.

Bounded By:-

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

South:- Road.

East:-Akshya Kumar Dash & others.

West:-Plot No-368.

ARTICLE-10 (BUILDING SPECIFICATIONS)

SUPER STRUCTURE	RCC framed structure designed for earthquake resistance
WALL FINISH	
Internal	Birla White Putty or equivalent make
External	Combination of tiles, textured paint and whether coat acrylic emulsion paint

Mr. Aradh Das
17.8.2021

For UTKAL BUILDERS LTD.
Shardul B
Director



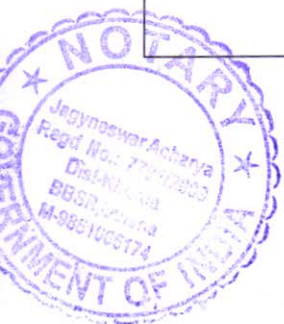
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Mob:- 9861006174

FLOORING	
Lobby/Living/Dining	Premium porcelain vitrified floor tiles
Bedroom	Wooden flooring
Staircase	Granite
External Driveways	Heavy duty tiles and pavement tiles
KITCHEN	
Flooring	Premium quality anti skid tiles
Wall Finishes	Ceramic tiles up to 2' above working platform, rest of the wall in white putty
Others	Granite counter with stainless steel (double) sink quality CP sanitary fittings of Kohler, Jaquar Roca or equivalent.
TOILETS	
Walls	Premium designer tiles up to ceiling level.
Flooring	Premium quality anti skid tiles
Fittings	Granite counter, sanitary fixtures of Kohler & C.P. fittings of Kohler,

Ar. Arach Das
17.2.2024

For UTKAL BUILDERS LTD.

Shaed U B
Director



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

	Jaquar Roca or equivalent.
BALCONY	Premium quality anti skid tiles.
WINDOWS	UPVC Windows or Powder coated/ Anodized aluminum windows
DOORS	
Internal Door	Sal wood frame, Flush door/Panel door
External Door (Main Door)	Sal wood frame, Teak veneered and Polish shutter.
ELECTRICAL	Copper electrical wiring throughout in concealed conduit with provision for light points, AC, TV, Internet and Telephone & premium modular switches.
MAIN LIFT LOBBY	Elegantly decorated Lift lobby with wall cladding in Italian marble designer stone. Designed false ceiling.
ELEVATORS	Elevators of repute made
SECURITY	CCTV Surveillance in the entire project common area.

Dr. Aradhya Das
17.2.2021

For UTKAL BUILDERS LTD.
Shardha
Director



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

IN WITNESSETH WHEREOF the parties hereto having been agreed with the terms and conditions stated in this agreement are set and subscribe their hand and seal as token of free consent/will on this 17th day of February 2021 at Bhubaneswar.

Witnesses:-

1. Navin Chetka.

Dr. Arati Das

Signature of the 1st Party

2.

For UTKAL BUILDERS LTD.

Shardul Bora

Director

Signature of the 2nd Party

CERTIFICATE

Certified that the Executants of this deed of Agreement for development of land are my client and the deed has been processed in computer by my computer operator, according to my dictation and the contents of the deed was explained to the executants, who being satisfied about the correctness of the same put their signatures in my presence and in presence of the witnesses.



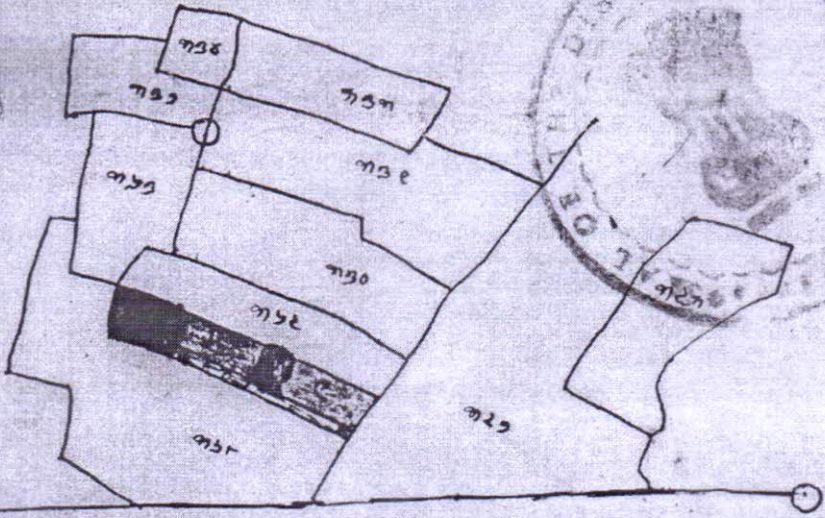
Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist. Khurda
Regd. No.-7791/2009
Mob:- 9861006174

[Signature]
Advocate.

REFERENC

କ୍ର. ନଂ	ମାପା	କ୍ଷେତ୍ର
A	୫୭୦	୬୦ ୨୦
B	"	" ୬୦ ୨୦
C	"	" ୬୦ ୨୦
D	୨୨୧	୬୦ ୦୧
		<u>୬୦ ୫୧</u>

ଗୋ: ଓଡ଼ିଆ
 ଧାନ ବୃତ୍ତାନ୍ତ ଚାଲୁ
 ଚାଷୀଙ୍କ ମଧ୍ୟରୁ
 ଚଳୁଥିବା ଚଳୁ: ୪/୧୯୩୭
 ଶ୍ରୀମତୀ କୁମାରୀ
 ଶ୍ରୀ ୧୨୭୭-୨୪



ଅଧିକାରୀ ଗୋ: ଚଳୁ ଚଳାଣିର ମାପ

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ଗଠ: ୧/୧୨

Attested

Jagyneshwar Acharya
 Notary of India
 Odisha Dist-Khurda
 Regd No. 709/2009



ଖତିୟାନ

ମୌଜା : ପଟିଆ

ତହସିଲ : ଭୁବନେଶ୍ୱର

ଥାନା : ନିଉକ୍ୟାପିଟାଲ

ତହସିଲ ନମ୍ବର : 260

ଥାନା ନମ୍ବର : 22

ଜିଲ୍ଲା : ଖୋର୍ଦ୍ଧା

ଜମିଦାରଙ୍କ ନାମ ଓ ଖେତ୍ରାଟ ବା ଖତିୟାନର କ୍ରମିକ ନମ୍ବର		ଓଡ଼ିଶା ସରକାର ଖେତ୍ରାଟ ନମ୍ବର 1				
1) ଖତିୟାନର କ୍ରମିକ ନମ୍ବର		474/568				
2) ପ୍ରଜାର ନାମ, ପିତାର ନାମ, ଜାତି ଓ ବାସସ୍ଥାନ		ଆରତୀ ଦାସ ସ୍ତ୍ରୀ:ପବିତ୍ର ନନ୍ଦ ଦାସ ଜା: କରଣ ବୈଷ୍ଣବ ବା: ଅଧିକାରୀ ସାହି ଥାନା- କୁଜଙ୍ଗା ଜିଲ୍ଲା- କଟକ				
3) ସ୍ୱତ୍ୱ	ସ୍ଥିତିବାନ					
4) ଦେୟ :	ଜଳକର	ଖଜଣା	ସେସ୍	ନିଷ୍କାର ସେସ୍ ଓ ଅନ୍ୟାନ୍ୟ ସେସ୍ ଯଦି କିଛି ଥାଏ	ମୋଟ	5) କ୍ରମବର୍ଦ୍ଧନଶୀଳ ଖଜଣାର ବିବରଣୀ
		67.00	50.25		117.25	
6) ବିଶେଷ ଅନୁସଙ୍ଗ ଯଦି କିଛି ଥାଏ		O.L.R. U/S 8(A) Case No. 2179/12 ହୁ ମୁ ପୁ ନଂ 369/2381 ର କିସମ ବିଆଳି ପରିବର୍ତ୍ତେ ଘରବାରି କରି ଜମା ସଂଶୋଧନ କରାଗଲା ।				
BLANK SPACE FOR STAMPING						
ଅତିମ ପ୍ରକାଶନ ତାରିଖ -						
ଖଜଣା ଧାର୍ଯ୍ୟ ତାରିଖ -						

ରାଷ୍ଟ୍ରୀୟ ସୂଚନା ବିଜ୍ଞାନ କେନ୍ଦ୍ର 16/02/2021 08:53:36 IP :157.41.124.48

Attested

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



ଖତିୟାନର କ୍ରମିକ ନଂ : 474/568		ମୌଜା : ପଟିଆ			ଜିଲ୍ଲା : ଖୋର୍ଦ୍ଧା	
ପୁର ନମ୍ବର ଓ ଚକର ନାମ	କ୍ଷେତ୍ର ଓ ପୁରର ଖଜଣା	କ୍ଷେତ୍ରର ବିସ୍ତାରିତ ବିବରଣୀ ଓ ଚୌହଦି	ରକ୍ତ			ମତ୍ତବ୍ୟ
			ଏ.	ଡି.	ହେକ୍ଟର	
7	8	9	10	11	12	
369/2381	ଘରବାରୀ		0	200		ଦାଖଲ ଖାରଜ କେସ୍ ନମ୍ବର, 3713/91 ହୁକୁମ୍ ମୁତାବକ, ଦାଖଲ ଖାରଜ ଖା 117 ତାରୁ ।
1 plot			0	200		