

19 JAN 2021

भारतीय गैर न्यायिक

सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL



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19/01/21
P.K. DALABEHERA L 036580
Notary, Bhubaneswar
Regd. No.- 46/09

DEVELOPMENT AGREEMENT

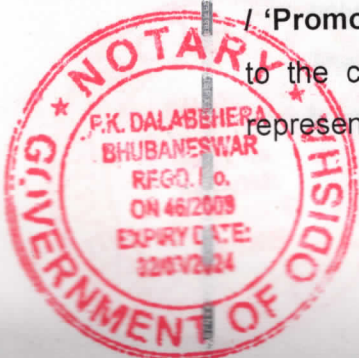
THIS AGREEMENT IS MADE ON this the 19th day of January 2021 (two thousand twenty one).

BETWEEN

(1) PRAFULLA KUMAR SAMANTRAY, aged about 55 years, (2) PRAHALLAD SAMANTRAY, aged about 51 years, (3) PITABASH SAMANTRAY, aged about 46 years, all are sons of Parendra Samantray, all are of Vill./P.O./P.S.- Chandaka, Dist.- Khordha, hereinafter called as the 'Land Owners' or 'the Owners' or 'Owners', which expression shall be, unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, successors, representatives and assigns of the **First Part**.

AND

SUBASINI BUILDERS, Office at N-5/60, I.R.C. Village, P.O./P.S.- Nayapalli, Bhubaneswar, Dist.- Khordha, represented through its **Managing Director Rasbihari Pradhan**, S/o- Bhagaban Pradhan, hereinafter called as the 'Developer' / 'Promoter' / 'Firm', which expression shall be, unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, successors, representatives and assigns of the **Second Part**.



Prafulla Samantray
Prahallad Samantray
Pitabash Samantray
Rasbihari Pradhan
SUBASINI BUILDERS

WHEREAS, the land in question, mentioned under the Schedule of the Land of this agreement belongs to the 1st party / owners and as such the 1st party/owners being the rightful owners in respect of the said land are possessing the same without any dispute from any corner having their absolute right, title and interest thereon. As such the 1st party/owners have the absolute ownership over the property mentioned in the schedule below and have the full right to deal with this land in question without being fettered by any restriction.

AND WHEREAS, the 1st party/owners are desirous of raising a R.C.C. frames structured stilt plus multi storied construction consisting of a residential complex of independent and finished duplex/duplexes over the said plot of land according to the plan to be sanctioned by Bhubaneswar Development Authority, Bhubaneswar (hereinafter may be called as B.D.A.) or any appropriate authority concerned.

AND WHEREAS, the Developer / Promoter is the Party of the Second Part, who is engaged in promoting / developing such complex in Bhubaneswar and at other places being interested negotiated with the owner to promote and develop the land in question mentioned under the Schedule of the Land of this agreement (hereinafter to be called as 'the Property') and to build the desired houses / complex entirely at the Developer's / Promoter's cost and arrangement on the terms and conditions as agreed between the parties hereto, as follows:

NOW THIS AGREEMENT WITNESSETH and this is hereby agreed by and between the PARTIES as follows:-

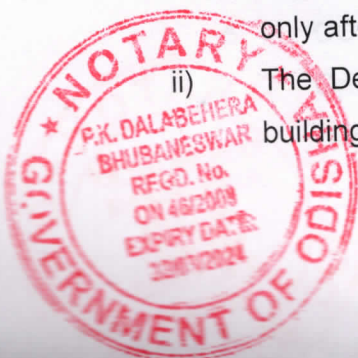
ARTICLE – I (GENERAL)

i) The construction of the building and the complex shall be completed / furnished in normal phases. The Developer /Promoter shall prepare the plan and submit the same before the B.D.A or any appropriate authority concerned as per the norms of such authority for necessary approval / sanction / permission. The Developer / Promoter shall start the construction only after such approval / sanction is received/obtained.

ii) The Developer / Promoter shall construct, build and erect the approval building over the said property in accordance with the Plan (s) as sanctioned

x Babul Kumar Samantary
x Poochanda Samantary
x Pitabos Samantary

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/ approved by B.D.A or any appropriate authority concerned and shall deal with various portions of the said building as per the terms and conditions herein after contained. The entire cost and expenses of the sanction / approval of the said complex shall be borne by the Developer / Promoter firm.

- iii) The Developer / Promoter shall construct the complex according to the approved plan (s) and permission without any deviation and shall not construct any illegal or unauthorized unit or units and if the Promoter do so, that shall be entirely at the risk and cost of the Promoter for which the Owner shall not be liable nor be responsible nor the Owner shall have any obligation thereto. The quality and standard of the construction of the said complex shall be maintained strictly as per the agreed terms and the Developer / Promoter shall be solely responsible to maintain the same.

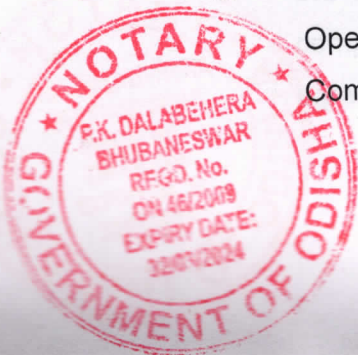
ARTICLE - 2 (DEFINITIONS)

Unless in these presents there is something in the subject of context in consistent therewith:

1. **PROPERTY or JOINT PROPERTY** shall mean the land as described in the schedule of land appended hereto.
2. **BUILDING or COMPLEX** shall mean the building or the residential complex to be constructed and executed over the scheduled property.
3. **OWNER** shall mean 1. **Prafulla Kumar Samantray**, 2. **Prahallad Samantray**, 3. **Pitabash samantray**, all are sons of Parendra Samantray, all are of Vill./P.O./P.S.- Chandaka, Dist.- Khordha, by caste- Khandayat, by profession- Business which mean and include their legal heirs, successors, representatives and assigns.
4. **DEVELOPER / PROMOTER** shall mean **Subasini Builders**, Office at N-5/60, I.R.C. Village, P.O./P.S.- Nayapalli, Bhubaneswar, Dist.- Khurda represented through its **Managing Director Rasabihari Pradhan**, S/o- Bhagaban Pradhan which mean and includes all of it's Partners, their successors, legal heirs, legal representatives, executors, administrators and assigns.
5. **COMMON FACILITIES** shall mean and include the Terrace, Air Space, Open Area, Corridors, Straight Ways, Passage Ways, Stair Cases, Common Parking Spaces, Society Room, Switch or Control Panel Room,

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of Prahallad Samantray
of Pitabash Samantray*

*Rasabihari Pradhan
SUBASINI BUILDERS*

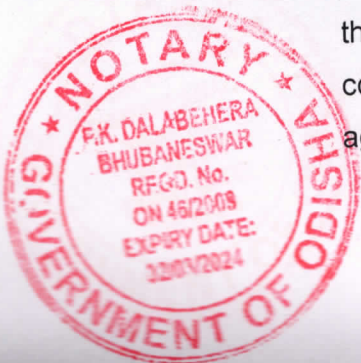


Security Room, Approach Roads, Internal Roads and other facilities whatsoever required for common use of the duplex owners and maintenance and / or management of the said building / complex and enjoyment of various portions of the said building / complex.

6. **COMMON AREA IN THE FLOORS** shall mean the Corridors, Passages, Stair cases and lift only. **COMMON AREA ON THE GROUND AND STILT** shall mean the Open Space, Security Room, Society Room, Electrical Control Panel Room, Common Toilet (s), Maintenance Store Room (if any) and Common Two-wheeler Parking Space allotted in the Stilt.
7. **PLAN** shall mean the plan(s) and designs / drawings to be prepared by the Promoters / Developers and the plans sanctioned by the B.D.A. and / or any other statutory competent authority and any further plan or plans with any modification or alternation which may be made thereto from time to time, subject to approval / sanction of the competent authority / authorities for the purpose of completion of the said building / complex.
8. **UNITS or DUPLEXS** shall mean the independent residential duplexes contained within the building / complex.
9. **PROPOSED** building shall mean and include the duplex and land thereto and all passage, the parking space amenities provided thereto Etc.
10. **BUILTUP AREA** shall mean the carpet area plus the concerned independent wall as well as the common wall area of the duplexes, **SUPER BUILTUP AREA** shall mean the total area of construction in the floors of the building, as approved / sanctioned by B.D.A., which shall include the Built up Area, Corridors, Parking Space, the Setback and Open Space of the Plot area.
11. **PROJECT** shall mean all the items and activities to be covered from this agreement till the completion and handing over of the complex to the Land Owners as well as to the rest of the duplex owners and Site Clearance.
12. **OWNER'S SHARE** shall mean the Portion of the Super Built Up area and the free Space to be enjoyed with full right by the Land Owner after completion of the construction of the complex as agreed under this agreement.

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Rajeshwari Pradhan
SUBASINI BUILDER



13. **DEVELOPER'S / PROMOTER'S SHARE** shall mean the Balance Portion of the Super Built Up area and the balance Space as agreed under this agreement.
14. **AGREEMENT** shall mean and include this agreement and any other Supplementary Agreement relating to this Agreement executed / to be executed between the parties of the First Part and Second Part.

ARTICLE – 3 (COMMENCEMENT)

This Agreement shall commence on and from the day of 19th January 2021

ARTICLE – 4 (SCHEDULE AND SCOPE OF THIS PROJECT)

The proposed building shall be of R.C.C. framed structure with proper foundation and with well-ventilated rooms. The Developer / Promoter shall follow the schedule, mentioned and scope of the construction and major items for construction and finishing of the building and the complex of good quality and as summarized in the following

A) PLAN & DRAWING:

1. All the required plans and drawings are to be prepared / arranged by the Developer / Promoter at their cost and arrangement and to be submitted to B.D.A. or any other competent authority, on behalf of the owners duly certified by appropriate technically qualified engineer/authority/agency. The prevailing norms of B.D.A. or any other competent authority and other related statutory authority are to be strictly followed wherever required.
2. The layout Plan, typical Floor Plan, foundation Drawing, Elevation Plan, Septic Tank & soak Pit Drawing and any other plan or drawing as required under guide lines of B.D.A. or any other competent authority are to be submitted before B.D.A. or any other competent authority and any other authority with proposed fees by the developer / Promoter with the consent of the owner as quickly as possible. A copy of the Approval of B.D.A. or any other competent authority and the approved Plan is to be submitted to the Owner for record immediately after approval.

Pritika Samantary
 Poochadi Samantary
 Pitabas Samantary

Parbhani Pradhani
 SUBASINI BUILDERS



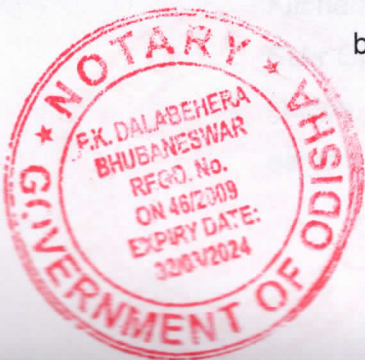
3. The soil Test of the said land is to be arranged by the Developer / promoter before preparations of the structural drawing and the copy of the test report is to be submitted to the owner for reference.
4. The structural Drawings of the building have to be as per the earthquake resistant norms prescribed by the suitable authority.
5. External Drawings: The drawings shall also be prepared for the External Electrification (including the Transformer as required), External Water Supply and the Standby Power Supply (Diesel engine operated electric generator).
6. The complete set of plans and drawings shall include those items as under the norms of B.D.A. or any other competent authority as in the aforesaid as well as the Structural Drawings, Plumbing & Sanitary fittings, Water Supply Drawings, Electrical System and Allied wiring Drawings, Painting drawings, Lift Installation drawing and any other drawings or plan as generated from time to time during execution of the project. All the original drawings are to be handed over to the Managing Society of the complex (to be framed after completion and handing over of the complex) at the end of the project. Copies are to be provided to the Owners during the construction of the project for reference and monitoring.
7. The Developer / Promoter shall construct the entire building, super built up area, the suit area, the open space, setback area, all other common areas and facilities and provide the amenities at their cost and arrangement.

Bebhulla Samantak
P. Subhadra Samantak
P. Babos Samantak

B) MONITORING & CERTIFICATION :

- a. The owner may if so desired by him appoint his technical representatives / engineers to monitor the progress of the plan and construction work and materials as and when required by them. The Developer / Promoter shall keep the Owner informed about the progress from time to time.
- b. Inspection and certification of the construction work as required under the norms of B.D.A. or any other competent authority is to be coordinated from time to time by the Developer / Promoter and

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appropriate written record is also to be maintained by the Developer / Promoter.

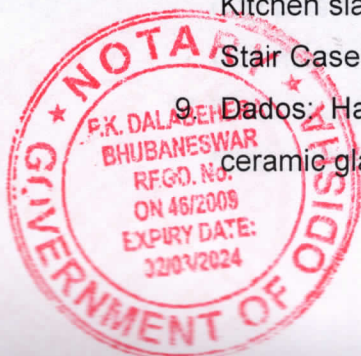
C) MOBILIZATION:

1. The necessary development works over the property shall be done by the Developer / Promoter at their cost and arrangement, as required for the approval of the Plan under the norms of B.D.A. or any other competent authority for which the owner shall have no objection.
2. Third Party Damage and / or the Workmen's Compensation insurance cover are to be taken by the Developer / Promoter at their cost before commencement of the work at the proposed site.
3. Construction of water and electricity supply are to be arranged by the Developer / Promoter.

D) SCHEDULE AND SCOPE OF CONSTRUCTION AND MAJOR MATERIALS TO BE USED.

1. Sand: River clean coarse sand for R.C.C. / C.C. and clean medium sand for plasters.
2. Cement: Good quality fresh cement of reputed brands like KONARK, / CENTURY / LAFARGE/ ACC / RAMCO / ULTRATECH only is to be used.
3. Reinforcement Steel : RINL (Vizag) / SAIL / TISCON brands only are to be used.
4. R.C.C. Grade: M 20 and / or as specified in the Structural Drawing.
5. Building Walls: Outer walls of 10" thick and internal partition walls of 5" thick made of earthen red first class K.B. bricks duly cement mortar mason.
6. Plasters: R.C.C. columns and slabs of 1:4 and walls of 1:6 grades.
7. Water treatment of R.C.C.: As specified in the structural drawing for the columns, slabs, water tanks, plaster Etc.
8. Floorings: Halls, Bed rooms, Kitchens and Lobbies with vitrified tiles of the chosen shade of Regent make or equivalent.
Toilets: Anti skid ceramic tiles or chosen shade of Regent make or equivalent.
Kitchen slabs: Granite
Stair Case and Corridors: Rajasthan KOTA stone duly polished.

9. Dado: Halls, Bed rooms, Kitchens and Lobbies, Matching vitrified tiles / ceramic glazed tiles as of the floors.



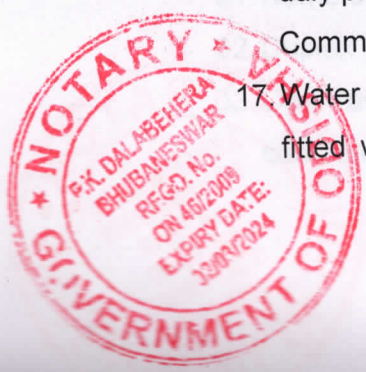
Prabhu Samantary
Poochad Samantary
Pitabos Samantary

Kaushal Pradhan
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- Kitchen wall cladding: Ceramic glazed tiles of chosen shade, of Regent make or equivalent, upto 3 feet above the slab level.
- Toilet wall cladding: Ceramic glazed tiles of chosen shade, of Regent make or equivalent, upto 7 feet above floor level.
10. Doors – Door frames (Chaukathas) of Main door, Halls, Bed rooms and Kitchens : Good Sal wood.
- Shutters: Main door shutters of 30 mm thick teak finished Greenply or equivalent BWP flush door-shutters and other shutters of 30 mm thick commercial furnish Greenply or equivalent BWP except of the toilets.
- All the Door-fittings are to be of polished stainless steel.
- Toilet doors: All good quality PVC Chaukaths and shutters with powder coated aluminum fittings.
11. Windows : Window frames (Chaukaths) of powder coated aluminum section and the shutters are to be of tinted clear glass panes and powder coated aluminum section frames.
12. Grills : All the window and other grills shall be M.S. FABRICATED AND DULY ENAMEL PAINTED.
13. Toilet vents : With MS grills and glass louvers with wooden or MS frames.
14. Room and other ventilators : MS grilled and painted.
15. Plumbing :
- Inlet water supply pipes : White CPVC (concealed).
 - Toilet CP fittings like taps, stop cocks Etc. are to be of jaguar / MARC /Havells 9ISI marked).
 - Toilet and Wash basin glazed ceramic wares like basins and water closets are to be of Parryware / Hindware make.
 - Cisterns are to be of ISI marked PVC.
 - Kitchen Sinks : Stainless steel.
 - Waste water lines to be of 4 kg./cm² ISI marked 4" dia Grey PVC pipes and Soil Pipes of ISI marked heavy grey PVC pipes of 5" Dia.
16. Overhead water tanks : Outside wall red brick wall and inside wall of R.C.C. duly plastered and waterproofing treated.
- Common water tanks are to be provided at the rooftop as per the drawing.
17. Water supply : Two nos. of minimum 6" Dia. Bore wells of desired depth fitted with required capacity KSB brand stainless steel pump and electric

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Rohitad Sumantry
Pitabas Sumantry

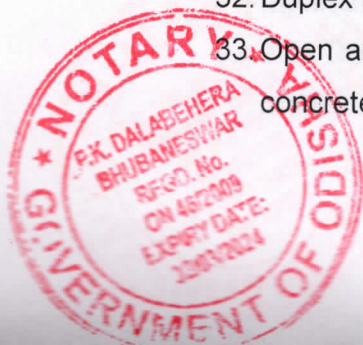
SUBASIN BUILDERS PVT. LTD.



- control panel for each bore. Additionally, PHD water supply connection is to be maintained. The bore wells are to be placed outside the Stilt area.
18. Septic tank, Soak pit: As per specifications in the approved plan.
19. Electric wiring and fittings (all concealed) : All wires cables to be of Finolex / Havells , I.S.I. marked.
20. TV, Telephone and Internet wiring: As per standard.
21. Fans and Luminaries: Not in the scope of Developers.
22. Electrical transformer and Service connection from CESU to be arranged and installed by the Developer / Promoter. The Owners shall bear only the CESU's charges / deposits for individual connection and cost of the electric meter applicable to the respective duplexs and not the cost, installation and CESU's charges, if any, for the transformer.
23. Drainage system : The existing BMC drain shall be utilized. Additinally, the Developers / Promoters shall make all efforts to take a narrow land from the Eastern side plot owner and shall construct another drain as per discussions held with the Owners, failing which they shall substantially improvise the existing BMC under-ground portion of the drain in order to make it fully functional.
24. Boundary walls : To be made of 8' thick hollow cement bricks, duly constructed with adequate strength and decorative get up.
25. Gates : One No. big gate and one No. of small (wicket) gate will full MS fabrication and duly painted are to be installed.
26. Wall finishing and Painting: Interior walls and ceilings with wall putty finish and two coats of Asian Tractor Emulsion paint of chosen shade. Exterior walls to be painted with "Weathercoat" paints of designed shades duly applied.
27. Electrical switch room : As per drawing.
28. Society Room : As per drawing.
29. Security room : As per drawing.
30. Common toilet at stilt: One No. Complete with standard fittings.
31. Name of the said Complex shall be "RUDRANSH GREEN VILLA".
32. Duplex numbering: By the Developer.
33. Open area and setback area on the ground: To be completed with cement concrete flooring of good quality.

Basuli Samantary
Panchad Samantary
Pitabas Samantary

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 SUBASINI BUILDERS



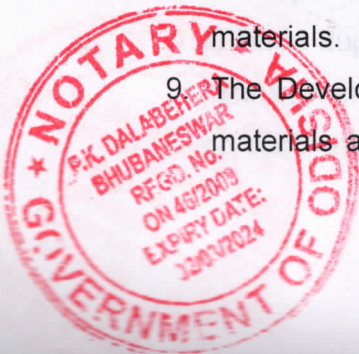
34. Finished Ground level: As per the drawing.
35. Any other item of construction and materials as necessary to complete the said complex with proper safety and elegance are to be done and to ensure good quality of materials and workmanship by the Developer / Promoter.
36. The period of getting the approval / sanction of the plan(s) is estimated about 3 to 6 months from the date of receipt of all documents from the Owners. However, the sanction / approval of plans being statutory, no such time limit shall be binding, THE COMPLETION AND HANDING OVER OF THE COMPLETELY FINISHED COMPLEX SHALL BE 42 (FORTY TWO) MONTHS FROM THE DATE OF APPROVAL OF THE PLAN(S).

ARTICLE - 5 (OBLIGATIONS OF DEVELOPERS / PROMOTERS)

1. The Developer / Promoter shall prepare the necessary plans, drawings and documents and the necessary revisions and modifications thereof, as quickly as possible and submit the same to B.D.A. or any other competent authority in-time with the prescribed fees.
2. All the required follow up with B.D.A. and / or any such authority shall be done by the Developer / Promoter to expedite the progress of the project.
3. All the requisite fees and expenses shall be borne and paid by the Developer / Promoter.
4. The Developer / Promoter shall keep the owner informed periodical progress of the Project.
5. The Developer / Promoter shall obtain the consent of the Owner regarding the plans and drawings.
6. The Developer / Promoter shall obtain all requisite statutory clearances, licenses, registrations, insurance policies and any other relating to the project.
7. The Developers / Promoter shall be responsible for maintaining all public relationship and maintain and ensure to maintain proper discipline by them as well as their work force.
8. Public roads shall not be obstructed for unloading and storage of incoming materials.
9. The Developer / Promoter shall timely deploy their men and mobilize the materials and commence the work at Site and complete the Project within

*Prabhakar Samantary
Pradushad Samantary
Prabhas Samantary*

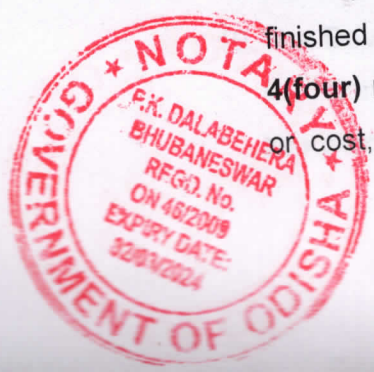
Rameshwar Samantary



- 42(forty-two) English calendar months from the date of approval of the plan by B.D.A. or any other competent authority unless and otherwise agreed between the parties. This period of completion can mutually be extended subject to unforeseen conditions like super cyclone, earthquake, civil riot etc.
10. The Developer / Promoter shall follow and provide all the amenities as summarized under the schedules in Article – 4 of this agreement.
11. The construction shall be under the direct control of the Developer / Promoter and they shall be entirely responsible for the quality and get up of the complex. All the constructions shall be strictly as per the approved plan without any deviation. The Developer / Promoter shall be entirely and solely responsible at cost for any deviation from the approved plan and structural drawings.
12. The Developer / Promoter shall be liable to pay a penalty of Rs. 10/- (Rupees Ten.....) per month to the owner for any delay in completion of the complex and handing over of the Owner's share beyond the agreed completion period of 42 (forty-two) months. In case of delay in completion of the complex and handing over of the Owner's share beyond the agreed completion period of 42 (forty-two) months, is beyond six months then the Developer / Promoter shall be liable to pay a penalty @ Rs. 10/- (Rupees Ten.....only) per month to the owners.
13. The Developer / Promoter shall pay to the Owners an amount of Rs. 0/- (Rupees Zero.....) only on this day of execution of this agreement towards non refundable security deposit and if the developer could not be able to obtain the approved plan as agreed then the developer shall pay another an amount of Rs. 15,00,000/- (Rupees Fifteen Lakh.....) only towards non refundable security deposit against smooth and complete execution of the Project and handing over of the 38% (thirty eight percent) share to the Owners of the complex.
14. The Developer / Promoter shall give a share of 38% (thirty eight percent) of the Super built up area including 38% (thirty eight percent) of the completely finished duplex suitably allotted to the Owners at their (Owners') choice of **4(four)** numbers of Duplex vide Duplex No. 2,6,9 & 11, free of any charge or cost, and to the necessary legal documentation for possession of the

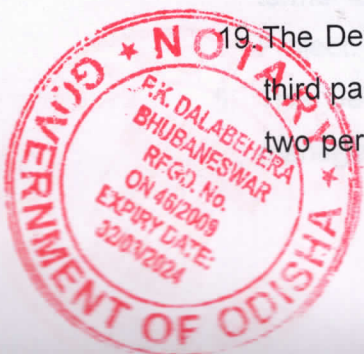
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Pitabas Samant

Subash Chandra
SUBASH BUILDERS



duplex and the parking space, immediately after completion of the construction. However, the Owners' share of minimum sq. ft. super built up area per Duplex may change according to the final approval of the Plan by B.D.A. or any plan approving authority. The Developer / Promoter shall be entitled for disposal of the balance 62% (sixty two percent) of the super built up area, only after handing over the possession of the Owners' share and obtaining the written receipt thereto from the owners.

15. The Developer / Promoter shall be obliged to adhere to the aforesaid price of the fully constructed super built up area without any escalation for any reason whatsoever which shall be applicable only to the Land Owners and not to any other purchaser of the duplexes.
16. The Developer / Promoter shall make all payments to the Owners in time without delay or hassle. The mode of payment shall be by way of cash/cheque/draft and on payment of the same, the developer / promoter shall obtain a receipt from the owners to that effect.
17. In the event the Developer / Promoter desires to obtain approval of B.D.A. or any other concerned authority for any additional construction above the presently agreed three floors, the application for any such approval shall be with the then (future) consent of the Owners and the Developer / Promoter shall have to enter into another agreement with the Owners at such time with mutually agreed terms without detrimental to the condition and safety of the existing building and without detrimental to the interest of the Owners.
18. The Developer / Promoter shall settle Duplex Allotment with the Owners, confirming the schedule and size of the Duplexes within two weeks of approval of the plan by B.D.A. or any other concerned authority and obtain the confirmation of the same from the Owners in writing. The Developer / Promoter may book or enter into agreement for the sale or transfer of the balance Duplexes / Units with any other party after obtaining the said confirmation of the Owners. It is made here clear that just after the approval of the plan by B.D.A. or any concerned authority, the Developer shall intimate to the owners about the same.
19. The Developer / Promoter shall have the right to enter into agreement with third party for sale, transfer, assign and / or letting out the balance 62% (sixty two percent) of the super built up area as per the approved plan or any unit



Subhela Samantary
Pochhad Saamantary
Ditopal Samantary

Rasheeduddin Bhowmik

therein, as agreed under this agreement as well as the power of attorney to be given by the Owners, only after handing over the share, 38% (thirty eight percent) of the super built up area, of the Owners'.

20. The Developer / Promoter shall not mortgage the property at any point of time and shall not act contrary to the interest of the Owners utilizing the power given by the owner in its favour.

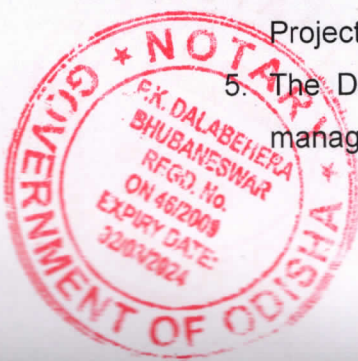
ARTICLE – 6 (CONSIDERATION AND OWNERS' OBLIGATIONS / RIGHTS)

The Owner also agree with the Developer / Promoter as follows :-

1. To sign documents as may be necessary for the approval of the plans and drawings and for construction of the said complex not detrimental to the interest of the Owners.
2. To entitle the Developer / Promoter to enjoy in consideration for the said development a total share of 38% (thirty eight percent) of the total super built up area and after giving the chosen duplexes to the Owners and to enter into any agreement for sell, transfer, convey or assign or encumber or deal with the said property fully or partially with any third party relating to these 62% (sixty two percent) of the super built up area of the complex .
3. The Developer / Promoter shall have the right to enter into agreement with third party for sale, transfer, assign and / or letting out the balance 62% (sixty two percent) of the super built up area as per the approved plan or any unit therein, as agreed under this agreement as well as the power of attorney to be given by the Owners, only after handing over the share of 62% (sixty two percent) of the super built up area, of the Owners' and obtaining a receipt to that effect signed by the owners or their legal representatives. The Owners shall not raise any objection to such transfer, sale, assignment, and encumbrance after taking their share i.e. 62% (sixty two percent) of the super built up area, from the Developer / Promoter.
4. Not to cause any interference or hindrance in the construction of the said complex in any manner unless detection of any deviation from the agreed terms found in the part of the Developer / Promoter while executing the Project.
5. The Developer / Promoter shall be at liberty to appoint contractor, staff, manager, architect or engineer to carryout the construction work as per

By the consent of
Rachab Samantary
Rachab Samantary
Dinobol Samantary

Ranbir Singh Kundhry



schedule and the Owners shall not have any objection thereto nor shall the Owners have any legal obligation towards them whatsoever.

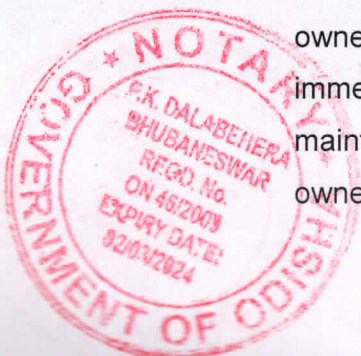
6. The Owners state and declare that he has absolute ownership of the said property and shall handover the same with the Original Record of Right and other documents and receipts in respect of the said land to the Developer / Promoter at the time of signing this agreement. All those documents so received from the Owners shall be returned back to the Owners on the event of the termination of this contract.
7. In the event it is found that the Owners do not have a good title over the scheduled land or that they possess a defective title thereon, the Developer / Promoter shall be at liberty to rescind this agreement and be entitled to get the amount invested in the construction work till such time from the Owners.
8. The Owners shall not be responsible for the cost incurred by the Developer till such time and defrayed by the Developer / Promoter, in the event of want of approval / sanction of B.D.A. or any other concerned authority resulting in abandonment of the project.
9. The Owners or after them their L.Rs shall have their right to sell, transfer or assign their respective share of the said complex to any third party at their choice and with their terms during or after construction of the complex and the Developer / Promoter and any other duplex owner shall not have any objection to the same whatsoever.

*Bechla Samantary
Rachod Samantary
Pitob Samantary*

ARTICLE - 7 (MISCELLANEOUS)

1. Post-construction Guarantee and Maintenance: The Developer / Promoter shall be liable for smooth and trouble free performance of all materials and amenities provided in the complex for a period of 12 months from the date of completion and handing over of the complex to the owners. The Developer/Promoter shall undertake all the maintenance and genuine replacements of the said complex for 12 months after handing over of the completed duplexes. The Duplex owners shall form a Managing Society of the Complex to take charge immediately after these six months. The Developers shall collect a maintenance charge of Rs. 2/- (Rupees two) only per square foot of the owned super built up area for the entire six months period from all the

Rasubasin BUILDERS



Duplex Owners towards the staff Salary, Common electricity Charges etc. Any amount left over after meeting these expenses, shall be deposited by them with the society. In the event, any of the Developer's shares of the Duplexes is not owned by any party the Developer shall be considered as the respective Owner for contribution of the Society & Maintenance Charges till the time of handing over of the said duplex (s) to the respective owner (s).

2. The 1st party/Owners shall not have to make any other payment on any account or towards any hidden charge other than that mentioned hereunder this agreement in relation to this project neither to the Developer / Promoter nor to any agency towards the construction of the said Complex and if any demand for payment so arises due to the Owners, the same shall be paid and peacefully settled by the Developers / Promoter without any obligation in the part of the 1st party/Owners. Any amount in respect of the scheduled property to be paid by the 1st party/Owners on any account failing due prior to this agreement shall be paid and settled by the Owners.
3. The delayed-completion penalty amount as summarized under Article-5, clause-12 of this agreement shall be cleared by the Developer / Promoter prior to bequeathing it's share to the outsiders.
4. Further extension of time, if any, may be considered by the Owners only after reviewing the situation and only by a subsequent additional agreement between both the parties to this agreement.
5. The Owners shall be eligible to revoke and rescind their respective Power of Attorney given to the Developer / Promoter and this agreement shall be terminated, with one month prior notice, in any of the following cases of failure of the Developer / Promoter.
 - i) To obtain approval / sanction of the Plan of the Complex from B.D.A./RERA or any other concerned authority within 4 months from the execution of this agreement. However this may be reviewed for extension, if any, for statutory delay.
 - ii) To commence the construction work in the site within 42 months from the date of approval / sanction of the Plan by B.D.A. or any other concerned authority.



Prabelli Samantary
Poohad Samantary
Pitabos Samantary

Rambhadr Pradhan,
SUBASINI BUILDERS

IN WITNESSES WHEREOF both the parties to this agreement have set their hands/ thumb impressions in their free will after going through the contents of this agreement and without any pressure from any corner, in presence of the attesting witnesses.

WITNESSES :

1. Bikash Ranjan Nayak

Prabha Samantary
Pradumad Samantary
Pitabas Samantary

Party of the First Part.

2.

SUBASINI BUILDERS

Rasbihari Pradhan
Managing Director (MD)

Party of the Second Part.



19/01/24
P.K. DALABEHERA
Notary, Bhubaneswar
Regd. No.- 46/09