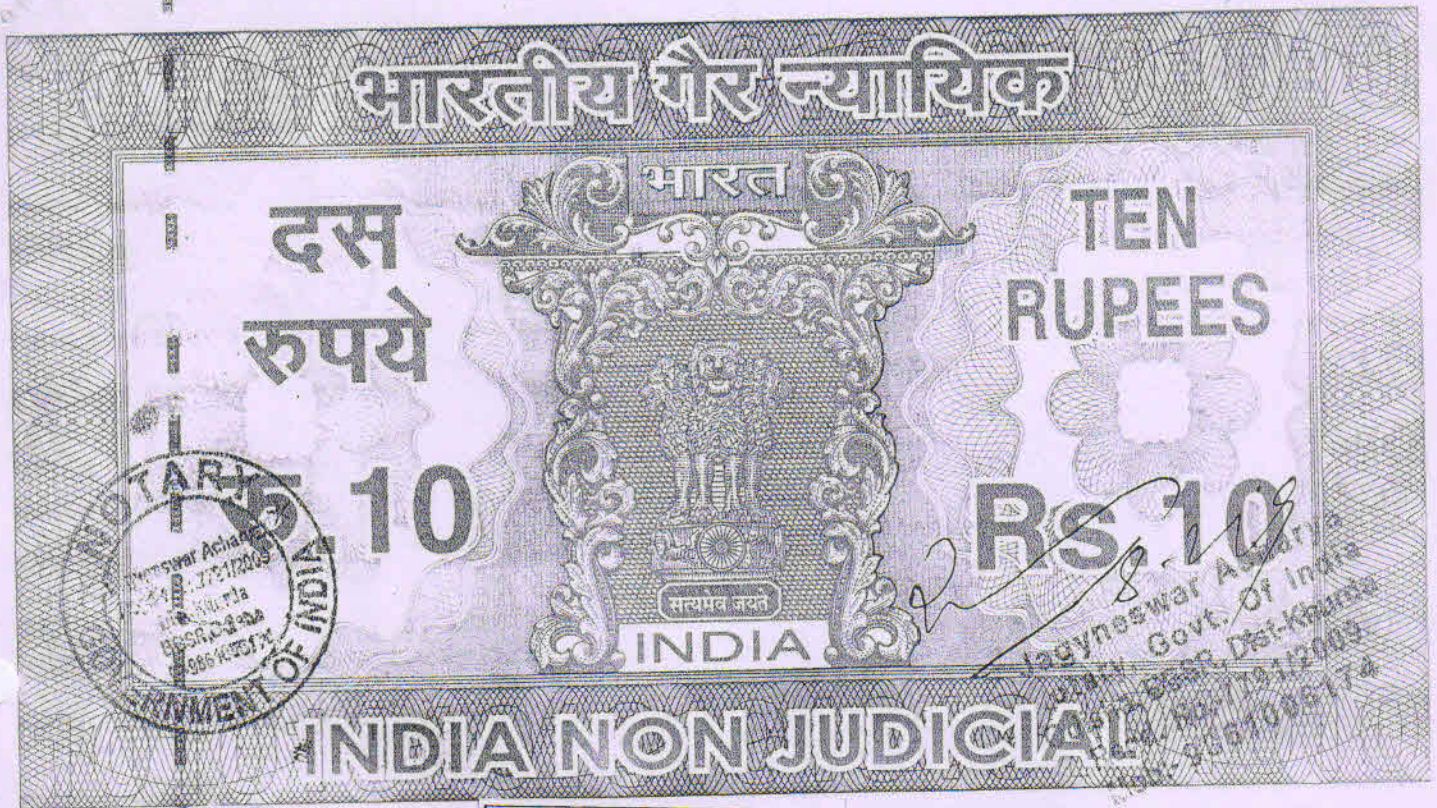


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40AA 731478

Sabita Rani Mohapatra  
8-2-2019

Shushi Ghuman Mishra

Shushi Ghuman Mishra

**AGREEMENT FOR DEVELOPMENT OF PROPERTY**

This Indenture of Agreement is executed in duplicate on this 8<sup>th</sup> Day of February 2019 at Bhubaneswar.

Between

Sabita Rani Mohapatra, aged about 45 years, W/o- Sri Nalini Kanta Mohapatra by Caste- Kaibrata, By Profession - Business, Resident of Vill- Sasanipada, P.S.- Patkura, Dist- Kendrapara, at present residing At--Rani Mahal, Mahima Nagar, Pota Pokhari, P.O.-Naya Bazar, Cuttack-4 (hereinafter referred to as "Land Owner" , which expression shall, unless repugnant to the context thereof, be deemed to include her legal heirs, administrators, executors, partners, successors and permitted assigns etc.)

**PARTY OF THE FIRST PARTY**



Assotech Sun Growth Abode LLP

Shushi Ghuman Mishra

Authorised Signatory

Sabita Rani Mohapatra  
8-2-2019  
Shushi Ghuman Mishra  
8/2/19

2381

Assotech Sun Growth Abode  
LLP

08/02/19

Dr N.K. Sahoo

(Signature)

(Signature)

Shanki Shyam Mishra

(S.B. Mishra)

Dr

N.K. SAHOO  
Stamp Vendor  
Bhubaneswar

*2/8/19*

Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist. Khurda  
Regd. No.-77912909  
Mob:- 9881006174

And

M/S. ASSOTECH Sun Growth Abode LLP, a limited liability partnership firm 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 - 7510014 (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, aged about 38 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.**

For Assotech Sun Growth Abode LLP  
*Shashi Bhusan Mishra*  
Authorised Signatory

AND WHEREAS, the property mentioned in the schedule below stands recorded in the name of the First Party Sabita Rani Mahapatra who has purchased the same from the rightful owner Sudhir Mallick vide Regd. Sale Deed No. 5825 dated 16.06.2004 and she has mutated the same in her favour and has been issued with Mutation Khata No. 412/ 880 comprising Plot No. 276/9069 Area Ac 0.050 dec. in Mouza- Rudrapur, under the jurisdiction of Sub Registrar, Bhubaneswar. Since her purchase the First Party Sabita Rani Mahapatra is absolute owner in peaceful possession of the same without any dispute in any manner and she is regularly paying rent for the same .

*Sabita rani Mahapatra*  
8-2-2019

And Whereas the Second Party is interested to construct a Housing cum Residential Complex with surrounding lands of the First Party, on mutual discussion the Second Party agreed to develop the schedule land of the First Party forming part of the Housing Cum Residential Complex Project of the Second Party as per the Map annexed herewith

And Whereas to avoid future disputes Both Parties decided to enter into a written agreement incorporating their terms and conditions.

**This Deed Witnessed as hereunder :-**



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

w1 - Nalini Kanta Mohapatra  
dt 8/2/19  
w2 - Dnyedhan Sekher

*Jagdish Kumar Acharya*  
Jagdish Kumar Acharya  
Jagdish Kumar Acharya  
Jagdish Kumar Acharya  
Jagdish Kumar Acharya  
Jagdish Kumar Acharya

1. That this agreement shall commence on and from this 8<sup>th</sup> Day of February 2019 .
2. That the agreement shall remain valid till the project is fully completed and the developers share is fully sold out and possession of various units is handed over to respective customer by the developer (Second Party).
3. That the 1<sup>st</sup> Party shall execute a Power of Attorney in favour of the 2<sup>nd</sup> Party authorizing the 2<sup>nd</sup> Party to represent her before all Government, semi Government Offices , Municipality Authorities, BDA Authorities or Sanctioning Authorities in all respect for getting the Housing Project and its plan of the 2<sup>nd</sup> Party sanctioned / approved and for supervision of all constructions and developments etc. on the schedule below land of the 1<sup>st</sup> Party .
4. That this agreement and the General Power of Attorney (GPA) shall not be cancelled under any circumstances by the 1<sup>st</sup> Party or her nominee, assigns , heirs till all formalities as per stipulation of the agreement is completed in all respects except on refusal of the BMC, BDA and other Sanctioning Authorities refuse to sanction the Housing Project to be constructed by the 2<sup>nd</sup> Party Developer on the land of the 1<sup>st</sup> Party and on adjoining lands of other land owners .
5. That the First Party with an intention to develop the above said lands hereby delivers the possession of her schedule below properties for preparation of lay-out plans for construction of the proposed Housing Complex and to avail permissions from the Bhubaneswar Municipal Corporation (BMC), Bhubaneswar Development Authority (BDA) and from other Government Authorities . Besides the First Party also hands over the title deeds namely Registered Sale Deed , Mutation Khatiyani , Rent Receipt etc. to the Second Party for proceeding to avail approval and sanction of the Project Scheme from the competent authorities .
6. That the Second Party has agreed to undertake the construction of proposed Residential Cum Housing Project comprising of various type of Residential/ commercial units over the schedule property.
7. Where the Second Party shall offer the First Party one 3 BHK flat measuring built up Area 1655 Sqft. in the First Floor as per the choice of the First Party.
8. That the Second Party shall prepare designs of the Residential Cum Housing Project and shall apply to Bhubaneswar Municipal

For Assotech Sun Growth Abode LLP

*Shashi Gnan Mishra*

Authorized Signatory

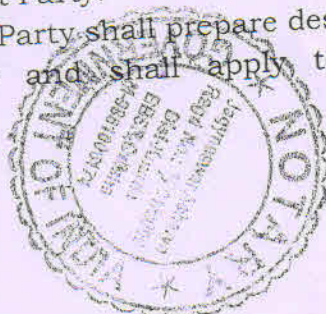
*Sabita Ranî Mohapatra*

8-2-2019

Assotech Sun Growth Abode LLP

*Shashi Gnan Mishra*

Authorized Signatory



*W1 - Nalini Ranî Mohapatra*  
*W2 - Pradyuman Behera*

*Jayaprakash Acharya*  
Notary, Govt. Of India  
Odisha, Bhub. Dist-Khurda  
Regd. No. 7797/2009  
Mob: 9301066174

Corporation (BMC) for the approval of construction of the proposed buildings on the said land.

9. That the First Party Land owner hereby declares that she is in absolute possession of the schedule below plot and that the land is not Bhudan property. Further the owner the First Party agrees to assign upon the Developer 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 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 cost of preparation of the building plans shall be borne by the Developer Second Party.
10. That, the Developer Second Party shall make sure that the constructions of the Residential Cum Housing Project, are according to the plans and permissions accorded by the Bhubaneswar Municipal Corporation and the Second Party shall not construct any illegal/ unauthorized unit. The Developer Second Party will assure about the exclusive quality and standard of construction of the building both interior and exterior.
11. 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 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.
12. That , the developer (2nd Party) agrees to develop the below mentioned schedule property at their own cost/ risk and expenses and with their own resources generated through the sale if its share of the proposed units/ or finances raised as loan after the

For Assotech Sun Growth Abode LLP  
*Shashi Sudan Mishra*

*Sabrata Ranî Mohapatra*

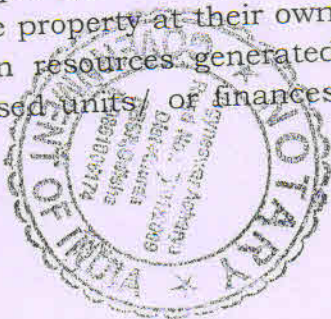
8-2-2019

*wr - Nalini Kanta Mohapatra*  
*dt 8/2/19*  
*wr - Dnyedhan Das*

Assotech Sun Growth Abode LLP

*Shashi Sudan Mishra*

Authorised Signatory



*[Handwritten Signature]*

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

developers (2<sup>nd</sup> Party) obtain the requisite permission sanction and approval from authorities concerned and thereafter to construct the proposed building(s). The owner (1<sup>st</sup> Party) agrees in accordance with this agreement to place at the complete disposal of the developer (2<sup>nd</sup> Party). the physical possession of the below mentioned schedule property for development of the land and construction of the proposed Residential Cum Housing Project as per the sanctioned plans by the BMC and other authorities and authorize them (the 2<sup>nd</sup> Party) to prepare & submit building plans before the authorities and obtain requisite permission, sanction and approval .

- 13. That the building plans will be in accordance with the rules and regulations laid down by the BMC . The Building shall be of good quality construction. The owner (the 1<sup>st</sup> Party) shall have the right to inspect the construction at all reasonable times.
- 14. That, the developers (2<sup>nd</sup> Party) , at their own cost and expense shall apply to the 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 (2<sup>nd</sup> Party) , any 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.
- 15. That it shall be responsibility of the Developers (2<sup>nd</sup> Party), to submit pursue and follow up the process of the approval of plans with the BMC and bear all the expenses/ charges/ fees for the same.
- 16. That it shall be the responsibility of the Developers(2<sup>nd</sup> 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 to extend full co-operation as and when necessary.
- 17. That, the Developer (2<sup>nd</sup> Party), shall construct the building(s) in an appropriate manner in accordance with the drawings and specification, sanctioned by the BMC including any amendment, modification or alternation to the said plans and specifications as are approved by the said authority.
- 18. That, the Developer(2<sup>nd</sup> 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 1<sup>st</sup> Party)

For Assotech Sun Growth Abode LLP

*Shashi Sudan Mishra*

*Sabita Rani Mohapatra*

*8-2-2019*

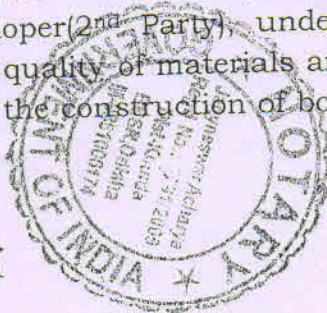
*w1 - Nalini Kanta Mohapatra  
dt 8/2/19*

*w2 - Prayodhan Dehura*

Assotech Sun Growth Abode LLP

*Shashi Sudan Mishra*

Authorised Signatory



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

- , allocation as well as of the developer's (2<sup>nd</sup> Party) , allocation as per the specification.
- 19. That, the Developer (2<sup>nd</sup> 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.
- 20. That, the developer will develop the Residential / Housing Project as per the Building Bye Laws of the BMC / sanctioning authority.
- 21. That the building over the below mentioned scheduled property shall be constructed under the direct control, supervision and guidance of the developer's (2<sup>nd</sup> Party) , and or their agents, and the owner (the 1<sup>st</sup> Party) is free to inspect and supervise as mutually agreed upon but the 1<sup>st</sup> Party shall not interfere in the smooth function of the development of the project.
- 22. 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 1<sup>st</sup> Party or its nominee/ legal heirs / future purchasers will abide by the terms & conditions of the said society.

**23. OWNERS'S DECLARATON:**

The owner ( the 1<sup>st</sup> Party) hereby agrees and pledge with the developers (2<sup>nd</sup> Party) as,

- a. That the 1<sup>st</sup> Party declares that she is in peaceful possession of her property as mentioned below in the schedule of property without any dispute in any manner and the same is free from all encumbrances, attachments, charges , liens and there are no civil, criminal cases pending in respect of the same and she is the absolute owner of the said property .
- b. The 1<sup>st</sup> Party shall not cause any interference or hindrance in the construction of the proposed buildings over the below mentioned scheduled property by the developers (2<sup>nd</sup> Party). And she will be abided by the terms of this agreement in its letter and spirit.
- c. The 1<sup>st</sup> Party shall not enter into any agreement, transfer, convey, assign, encumber or deal with the below mentioned scheduled property or any portion thereof with any 3<sup>rd</sup> Party during existence of the agreed period and shall duly convey and transfer the proportionate share of land to the developers (2<sup>nd</sup> Party) or its nominee in respect of the developers shares.
- d. The 1<sup>st</sup> Party owner shall give permission to the developers (2<sup>nd</sup> Party) to enter upon the said property and the developers (2<sup>nd</sup>

For Assotech Sun Growth Abode LLP

*Shashi Sudan Mishra*

Authorised Signatory

*Sabita Kani Mohapatra*

*8-2-2019*

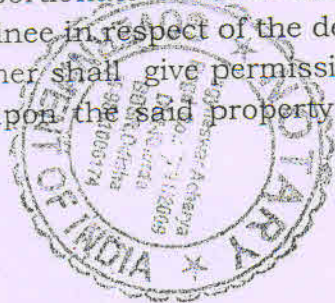
*w1- Nalini Kanti Mohapatra At 8/2/19*

*w2- Prayodhan Debnath*

Assotech Sun Growth Abode LLP

*Shashi Sudan Mishra*

Authorised Signatory



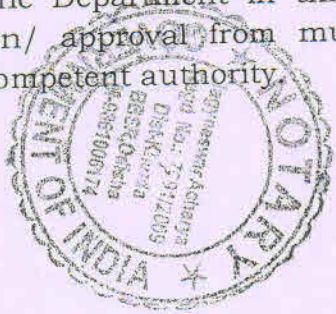
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Jayneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khorda  
Regd. No.-7/91/2809  
Mob:- 9861006174

- Party) shall have absolute authority to commence, carry on and complete the development of the land in accordance with the approved plan and permission granted . The said permission to develop the property is personal and is not transferable.
- e. The 1<sup>st</sup> Party owner shall at the request and at the cost of the developers (2<sup>nd</sup> Party) shall sign and execute documents as and if required for applying for the approval of the building plans and any other necessities required for the smooth construction and completion of the project .
  - f. The owner shall execute all necessary documents, authorizations, including power of attorney authorizing the Developer's nominated representative and/ or any other Person(s) to be nominated by the Developer in this behalf from time to time to undertake and perform such activities as are necessary for undertaking the development of the Owner's Land generally, and to do any or all of the following specifically, as it may deem necessary .
  - g. To represent the 1<sup>st</sup> Party before all Government, Semi Government offices, municipal authority or sanctioning authority in all respect.
  - h. To represent 1<sup>st</sup> Party 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.
  - i. To manage control, Supervise and look after all her right over the property detailed above in all respects and to represent her before the concerned authorities in this behalf.
  - j. 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 may be 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

For Assotech Sun Growth Abode LLP  
*Shashi Bhawan Mishra*

*Sabita Ranvi Mohapatra*  
8-2-2019  
w1 - Nalini Kant Mohapatra  
at 8/2/19  
w2 - Dnyaneshwar Behera



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



*Shashi*

Notary Public  
for Assotech Sun Growth Abode LLP  
Bhubaneswar  
17/08/2019

- k. 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.
- l. To prepare agreement/ agreements, letters, applications, correspondences and sign the same with/ or any Govt. Authority, Undertaking Individuals, Firms, Company or any Govt. Depart. For the development of schedule property.
- m. 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.
- n. To arrange for getting a separate electric transformer installed at the site.
- o. 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.
- p. To receive the approval (s) sanction(s) with regard to schedule land of the 1<sup>st</sup> Party on her 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 Govt. authority Department forgetting the layout plan approval and for any other purpose mentioned above.
- q. 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 purpose 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.

For Assotech Sun Growth Abode LLP  
*Shashi Shyam Mishra*

*Sabitra Rani Mohapatra*

8-2-2019

w1 - Nalini Kanti Mohapatra  
at 8/2/19  
w2 - Anjesham Reddy

Assotech Sun Growth Abode LLP

*Shashi Shyam Mishra*

Authorised Signatory



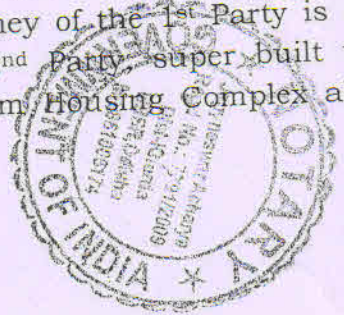
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Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9561006174

- r. To obtain refund of all securities, amounts and other 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.
- s. 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 /
- t. 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.
- u. To appoint arbitrators, to proceed in arbitration proceedings and to take every step necessary for the same.
- v. 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 .
- w. 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.
- x. To mortgage 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.
- y. 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.
- z. That the attorney of the 1<sup>st</sup> Party is entitled to sell only their share of the 2<sup>nd</sup> Party super built up area of the proposed Residential Cum Housing Complex along with their share of

For Assotech Sun Growth Abode LLP  
*Shashi Sudam Mishra*  
Authorised Signatory

*Sabita Rani Mohapatra*  
8-2-2019  
w1 - Nalini Kanti Mohapatra  
w2 - Prayodhan



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

*[Handwritten Signature]*

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

land and also to sell the proportionate numbers of the open surface parking on the schedule property to potential purchasers of flat/ independent houses/ commercial units, only after delivery of possession of the agreed built up area to the 1<sup>st</sup> Party in terms of the above referred Agreement for Development of Property .

- aa. 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 the name of the 1<sup>st</sup> Party and on her behalf only after transfer of the agreed built up area in favour of the 1<sup>st</sup> Party.
- bb. To advertise for sale of proportionate Land and the built up area except the portion allotted to the 1<sup>st</sup> Party.

24. The owner First Party is fully competent and entitled and to enter into this agreement with the Developer (Second Party) and that she clearly confirms that she 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.

25. That the First Party will hand over the original land documents, ROR and all the original documents relating to the below mentioned schedule property to the developer (Second Party) at the time of execution of this agreement.

26. That the First Party may choose either to sell or lease out her share to the proposed Project or use a part of it for her own Residential use after the completion of the project. However, she will be bound by the Rules of the Apartment Owner's Association (AOA/RWA) guidelines that will be applicable after the formation of the Apartments Owner's Association (AOA/RWA) for this project.

**27. SPECIFICATIONS:**

As similar to the marketing brochure and as declared in Odisha Real Estate Regulatory Act.(ORERA).

**28. DEVELOPER'S OBLIGATION:**

- a. To exercise relating to the development of the proposed Project which shall commence with effect from the date of signing and execution of this agreement by the Developer's (Second Party) as well as owner (the First Party).
- b. To complete/ finish the construction and erection of the proposed Residential complex within 36 (Thirty Six) months

For Assotech Sun Growth Abode LLP  
*Shushi Shivan Mishra*  
Authorized Signatory

*Sabita Ranî Mohapatra*  
at 8/2/19  
8-2-2019  
w-2 - Rajodhan Dehru



*[Handwritten Signature]*  
Jagjit Singh Acharya  
Notary, Govt. Of India  
Gulshah BSR, Dist. Kurukshetra  
Regd. No. 77912009  
Mob: 9861006174

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.

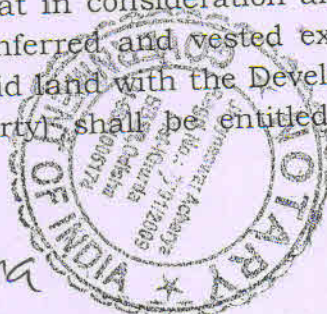
- c. That if the construction of the proposed building(s) shall be delayed by an order/ clearance to be obtained from any local authority, in that event the owners (the First Party member) shall not claim any damage or compensation from the developer (Second Party) in any way .
- d. That in the event of delay in completion of the proposed project or in the delivery of possession of the said units after thirty six months from the commencement date of the construction, the 2<sup>nd</sup> Party Developer shall be liable to pay the market rent for the flat of the agreed built up area towards compensation till delivery of possession of the agreed flat to the 1<sup>st</sup> Party .
- e. Not to violate or contravene any statutory provisions rules, regulations etc. applicable for the construction of the said project.
- f. 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 owner (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 members ) shall not incur any liabilities for the same.
- g. The owner (the First Party) will give permission to the developers (Second Party) to mortgage the total project except the Owner's 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;

For Assotech Sun Growth Abode - 12  
*[Handwritten Signature]*  
Authorised Signatory

Sabita Rani Mohapatra  
8-2-2019

**29. CONSIDERATION:**

- a. 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



Assotech Sun Growth Abode LLP

*[Handwritten Signature]*

Authorised Signatory

01-Nalini Kante Mohapatra  
dt 8/2/19  
02 - Ranjeet Singh  
*[Handwritten Signature]*

*[Handwritten Signature]*

Jagyneshwar Acharya  
Notary, Govt. Of India  
C-10, Sector-10, Connaught Place,  
New Delhi-110029  
Tel: 88-77912009  
Mob: 9851006174

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 owner (First Party) shall be entitled to get her share fully finished with fittings as per the specification mentioned in the agreement to sale to be entered for individuals allotted flats.

- b. That the share of the Owner (First Party) has been fixed for allotment of 3 BHK flat measuring of 1655 Sq. ft. built up area along with all common facilities in the apartment as well as in the housing project.
- c. That the remaining flats and super built up areas. on the schedule land along with 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 owner ( 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 only after transfer and allocation of 3 BHK flat measuring of 1655 Sq. Ft. to the 1<sup>st</sup> Party.
- d. It is understood that the super built-up area shall from the part of the 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.

30. 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.

31. 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.

32. That, in consideration of the terms hereby agreed upon the owners (First Party) convey, assign and absolutely vest upon the



Assotech Sun Growth Abode LLP

*Shashi Sudan Mishra*

Authorised Signatory

For Assotech Sun Growth Abode LLP

*Shashi Sudan Mishra*

Authorised Signatory

*w1 - Nalini Kanta Mahapatra  
dt 8/2/19*

*w2 - Dnyaneshwar Dabhi*

*[Handwritten Signature]*

Jagynakar Acharya  
Notary, Govt. Of India  
Odisha, Bhubaneswar, Dist- Khurda  
Regd. No- 77912609  
Mob:- 9861005174

- developers (Second Party) the right to development and construction on the below mentioned scheduled property.
33. 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 owner's (First Party) entitlement and the owner ( First Party) shall not raise any party at the request of developer (Second Party) for the execution of the relevant documents, whenever needed and called by the developer.
  34. That, it is hereby agreed by the First Party that the Developers (Second Party) shall have the absolute right to finalize, settle and negotiate the terms of the, built -up area/ units except landowner's share (First Party members) of the proposed Project, at such rate and price as the developers (Second Party) think proper.
  35. 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 favour 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.
  36. That, in the said project, land owner (Firs Party) will bear the cost for availing individual power supply & electrical meter connection for her share of units as per the rate and amount prescribed by the concerned Government Authorities . The ground rent and holding tax of her (First Party) share, if applicable , will also be paid by the First Party or her nominee/ legal heirs / future buyers, for his share of units
  37. 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.
  38. 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 respect of their allocated share and to grant receipts and execute such conditions as may be deemed necessary and present the same for registration .
  39. That owner (First Party) hereby agrees to ratify and confirm, all acts that the Developer (Second Party) shall lawfully do and

For Assotech Sun Growth Abode LLP  
*Shubhi Ghoshan Mishra*

*Sabita rani Mohapatra*  
8.2.2019

w1- Nalini Kanta Mohapatra  
at 8/2/19  
w2- Prayodhan Dashua



Assotech Sun Growth Abode LLP  
*Shubhi Ghoshan Mishra*  
Authorised Signatory

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

execute and perform in respect of her share without prejudice to the rights, and interest of the owner (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.

40. That, the owner (First Party) shall remain liable to encumbrance, difficulties, disputes, cases if any in respect of her plots as mentioned in the scheduled below. And the owner (First Party) agrees that if any type of obstacle comes at the time of construction relating to responsibility for the problems caused and that she 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 .
41. That , both the owner (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 .
42. 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.
43. That, the owner (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, and completion of the proposed Project. All costs in this respect shall be borne by the Developer (Second Party).
44. However, the developer (Second Party) undertakes in their capacity as builder not to do or cause to be done by any act which may in any manner, 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 owner (First Party) entirely harmless and indemnified against all claims or demands resulting from the aforesaid non-performance and non-observance.

For Assotech Sun Growth Abode LLP

*Shashi Sudan Mishra*

*Mohapatra*

*Sabita Ranai*

*8-2-2019*

*w1 - Nalini Kanta Mohapatra  
 of 8/2/19*

*w2 - Dnyaneshwar Debnath*



Assotech Sun Growth Abode LLP

*Shashi Sudan Mishra*

Authorised Signatory

*[Handwritten Signature]*  
Jagadishwar Acharya  
Notary, Govt. Of India  
Odisha, Bhubaneswar, Dist-Khurdha  
Regd. No-77912009  
Mob:- 9961005174

45. MISCELLANEOUS:-The name of the proposed complex shall be selected by the developer (Second Party) and owner (the First Party) mutually latter on.

**46. 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 difference arising from arising 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 Cancellation 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 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.

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

**SCHEDULE OF PROPERTIES**

District- Khurdha, Tahsil: Bhubaneswar, Dist. Khurdha, Sub-Registrar- Bhubaneswar, P.S.- Baliana, P.S. No.-13, **Mouza - RUDRAPUR, Khata No.412/880**, (Four Hundred Twelve by Eight hundred Eighty) Satwa-Stithiban, **revenue Plot No.-276/9069** (Two hundred Seventy Six by Nine Thousand Sixty Nine), admeasuring Area **Ac.0.050**, Full Plot (Fifty decimals as per one thousand decmil, one acre) decimals, Kissam- Gharabari, Annual Rent- 5.00.



Assotech Sun Growth Abode LLP

*[Handwritten Signature]*

Authorised Signatory

For Assotech Sun Growth Abode LLP

*[Handwritten Signature]*

Sabita Ranî Mohapatra

8-2-2019

w1- Malini Ganta Mohapatra  
w2- Deepakhan Dasgupta



*[Handwritten Signature]*  
Jagyneshwar  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-77912009  
Mob: 9861006174

16 Sabita Kant Mohapatra  
8-2-2019  
Signature of the First Party Members

WITNESSES:

- 1. Nalinikanta Mohapatra  
S/o - V. Giridhari Behera  
Rani mahal  
Mahima Nagar  
P.O. - Naga Behera, Cuttack - 753004  
P.O. - Cuttack
- 2. Brijeshan Dake  
Shri Jagan Dake,  
B.P. Nagar  
B.B.S.R.

For Assotech Sun Growth Abode LLP

*[Handwritten Signature]*  
Shashi Gulan Mishra  
Authorised Signatory

Signature of the Second Party

This agreement is made on date 8<sup>th</sup> February 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**  
Identified by me.

Advocate, BBSR  
**ADVOCATE, BBSR**



*[Handwritten Signature]*  
Jagyneshwar  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-77912009  
Mob: 9861006174

Assotech Sun Growth Abode LLP  
*[Handwritten Signature]*  
Shashi Gulan Mishra  
Authorised Signatory



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### ACCEPTANCE LETTER

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

**SUB:-** Consent and Acceptance of allotment of Flat No B2-0101 as per the Sharing Agreement dated 08.02.2019 and General Power of Attorney(GPA No. 11081901772), executed on Date 11-02-2019 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.

As per our mutual discussion, I/We hereby give our consent and acceptance for Flat No. B2-0101, in total carpet area admeasuring 104.65 Sqm (1126 Sqft) in Phase-I of your upcoming project ASSOTECH PRIDE, Bhubaneswar.

Assotech Sun Growth Abode LLP

Sabita Ran' Mohapatra Shashi Suban Mishra  
\* Dt - 08-12-2019

Authorised Signatory

30926  
25 11 2019

ASSTANT SENSAR  
Abdullah  
BSB  
BB

DISTRICT  
MURDA, BHUBANESHWAR  
21 NOV 2019  
ADJUTANT TREASURY OFFICER

Jagannath Mohapatra  
Stamp Vendor  
Bhubaneswar Court

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,

Sabita Rani Mohapatra

Sabita Rani Mohapatra dt-06-12-2019  
Aadhar No- 450434952129

Witness :

1- Nalini Kanta Mohapatra dt 06-12-19  
S/O - V G Chidhambaram Behara, AT - Ranimalahal, Mahamanjagar  
P.O - Nayabazar, Cuttack - 753004

2- Rajesh Kumar Tabin  
AT - Bhagabans  
P.S - Tamara  
Dist. Khordha - 751017.

**Accepted**

For Assotech Sus Growth Abode LLP

Shashi Susan Mishra

Authorised Signatory  
(Authorised Signatory)





सत्यमेव जयते  
भारत सरकार



आधार

ଭାରତୀୟ ବିଶିଷ୍ଟ ପରିଚୟ ପ୍ରାପ୍ତିକରଣ  
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Unique Identification Authority of India  
Government of India

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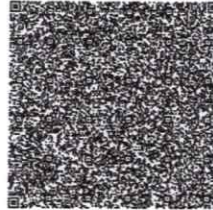
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ସବିତା ରାଣୀ ମହାପାତ୍ର  
SABITA RANI MOHAPATRA  
PARBATI NIVAS  
MAHIMA NAGAR  
NUABAZAR  
Cuttack Sadar  
Nayabazar  
Cuttack Odisha - 753004  
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Government of India



ସବିତା ରାଣୀ ମହାପାତ୍ର  
SABITA RANI MOHAPATRA  
ଜନ୍ମ ତାରିଖ /DOB: 12/07/1974  
ସ୍ତ୍ରୀ/ FEMALE

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Sabita Rani Mohapatra

