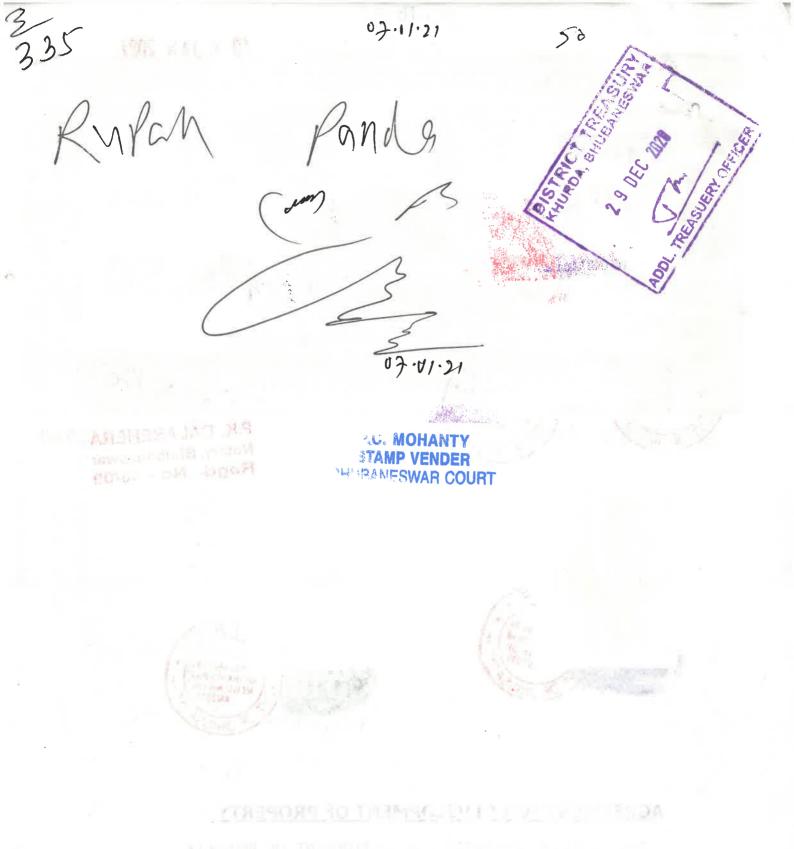


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P.K. DALABEHERA

Notary, Bhubaneswar Regd. No.- 46/09

PVT. LTD.

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- (3) SRI DHARMENDRA PRASAD MOHANTY aged about 50 years, Aadhaar No.: 7465 5800 3542,
- (4) SRI JANMEJAY MOHANTY aged about 44 years, Aadhaar No.:6981 6730 7465,

All are sons of Late Pyari Mohan Mohanty, permanent resident of Plot No. 903 At: Patia, P.O.: Patia, P.S.: Chandrasekharpur, Bhubaneswar, Dist.: Khordha (Odisha), PIN: 751024; and

(5) SMT. TRUPTIMAYEE SINGH aged about 54 years, wife of Sri Manoj Kumar Singh & daughter of Late Pyari Mohan Mohanty, Aadhaar No.: 9511 8971 3283, resident of At: VIM 100, Sailashree Vihar, P.O.: Sailashree Vihar, P.S.: Chandrasekharpur, Bhubaneswar, Dist.: Khordha (Odisha), PIN: 751021, Mobile No.-8249360544,

(hereinafter called the "Landowners"), which expression shall unless repugnant to the subject or context shall mean and include their heirs, successors, legal representatives, executors, administrators and assigns of the FIRST PART.

### **AND**

**M/S SKYTECH INFRAPROJECTS PVT. LTD.,** having its office at Plot No.241, At/P.O/P.S. - Saheed Nagar, Bhubaneswar, Dist. — Khurda, Odisha, represented through its Managing Director **Sri Rupak Panda,** aged about 46 years, S/o Pitabas Panda, resident of Plot No.491/2, At/P.O/P.S. - Saheed Nagar, Bhubaneswar-7 Dist. - Khurda, Odisha, AADHAAR No.-3012 2155 8564, who has been authorized vide Board Resolution dated 24.10.2019 (hereinafter called the "Developer"), which expression shall mean and include its Directors, successors in office, executors, administrators and assigns of the SECOND PART. Mobile No.-9437008609

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



WHEREAS, the property mentioned in the schedule below, stood originally recorded in the name of Padmabati Bewa @ Devi (deceased grandmother of the First Party members) as per the Settlement R.O.R. (Patta) finally published in the year 1973.

AND WHEREAS, after death of aforesaid Padmati Bewa @ Devi, her legal heirs and successors filed a suit for partition before Hon'ble Civil Judge (Senior Division), Bhubaneswar vide O.S. Case No.65 of 1994 and as per compromise and Final Decree the below mentioned scheduled property fallen in the share of Pyari Mohan Mohanty (deceased father of the First Party member).

AND WHEREAS, aforesaid Pyari Mohan Mohanty died intestate since long leaving behind the present First Party members No.1 to 4 (as his sons) and First Party No.5 (as his daughter) along with Kanak Manjari Mohanty (as his wife), to jointly inherit his entire estate by way of succession. Subsequently, on the basis of registered Deed of Relinquishment bearing I.D. No.1081116556 & Document No.11081115256 dated 27/06/2011 registered before D.S.R.O., Khurda at Bhubaneswar, executed by First Party No.5 in favour of the present First Party members No.: 1 to 4 along with her mother, Smt. Kanak Manjari Mohanty, the scheduled properties jointly recorded in the names of the First Party No.: 1 to 4 along with the name of their deceased mother, Kanaka Manjari Mohanty, as per the Mutation Record of Rights issued by the Tahasildar, Bhubaneswar in Mutation Case No.25901/2013. Meanwhile above named Smt. Kanaka Manjari Mohanty (deceased mother of Landowners) died intestate leaving behind the present Landowners as her legal heirs & successors-in-interest. It was decided that the Executant No.5 Truptimayee Singh will be allotted to one flat of three bedrooms with parking space from Executants share in the said developed property. The remaining Landowners shares in the developed property will be allotted equally amongst the four brothers, i.e., Party No.1 to 4 of First Part. The developer will issue separate letter of allotment of each unit individually to the 1<sup>st</sup> Party No.1 to 5.

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Jain Kr. Mahady J8Nes 28 Brish As such, the Landowners of the First Part have been jointly possessing the scheduled properties peacefully having permanent, transferable and heritable rights without any dispute, liens, attachments, litigations, etc. by paying rent to the concerned authority regularly and obtaining rent receipts up-to-date thereof.

AND WHEREAS, the Landowners have been nourishing with the desire to develop/construct residential Apartments over the scheduled property in accordance with the plan to be sanctioned /approved by the Bhubaneswar Municipal Corporation and accordingly a scheme has been framed by the Landowners. But, since the Landowners have neither technical expertise nor financial resources, they have given offer to the Developer of the Second Part, who is engaged in developing building complexes including of independent units. After negotiation, the Developer has agreed to develop the complex entirely at their own cost with the terms and conditions mutually agreed upon by and between the parties. In order to avoid any future complication, the terms so agreed upon are reduced to writing and enumerated in this agreement as under:-

- A. By virtue of the recitals herein contained the Landowners are competent and absolutely seized and possessed of all that piece and parcel of compact land described in the schedule given hereinafter and the Landowners have valid right, title and possession over the said land and except Landowners, no other person has any semblance of interest over the said land.
- B. The scheduled below landed properties need to be converted into homestead category as per provisions under Section- 8(A) of O.L.R. Act with the cost, liability and responsibility of the Developer.
- C. The developer shall construct build and erect the multi-storied building and one triplex house over the Schedule Property strictly in accordance with the aforesaid plan to be sanctioned/approved by the Bhubaneswar Municipal Corporation/Bhubaneswar Development Authority, and shall deal with various portions of the said building on the terms and conditions hereinafter contained.
- D. The Developer shall construct the Building according to the approved building plan and permission accorded and shall not construct any illegal or unauthorized area or unit or units and if they do so it would be entirely at their cost and risk and the Landowners shall not be held liable for the constructions made beyond the approved plan. The responsibility with regards to the quality and standard of construction of the aforesaid Residential Apartment Complex would be exclusively, that of the Developer, but it shall not below standard specification as specified by B.I.S.

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MANAGING DIRECTOR

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### **DEFINITION:**

Unless in these presents there is something is in the subject or context inconsistent there with:

- 1. That, the building plan will be in accordance with rules and regulations laid down by the Bhubaneswar Development Authority, as the Developer has already developed the approached road to the scheduled land.
- 2. 'Building' shall mean a multi-storied residential building and one triplex house with all other modern amenities / facilities to be constructed/erected over the Schedule Property as per the approved plan by Bhubaneswar Municipal Corporation/Bhubaneswar Development Authority.
- 3. 'Landowner' shall mean (1) SRI SAUMENDRA PRASAD MOHANTY; (2) SRI ARABINDA PRASAD MOHANTY; (3) SRI DHARMENDRA PRASAD MOHANTY; (4) SRI JANMEJAY MOHANTY; and (5) SMT. TRUPTIMAYEE SINGH, which also includes their heirs, respective legal heirs, successors, assigns, representatives etc.
- 'Developer' M/S SKYTECH INFRAPROJECTS PVT. LTD. which also includes its Directors, successors in office, executers, administrators and assigns.
- 5. 'Common Facilities' shall mean and include corridors, common passage, staircase-cum-landings, equipments and accessories provided in the building, lift, generator, motor pumps, electrical installations, open space, parks, swimming pool, community halls, internal roads, etc. and other facilities required whatsoever for maintenance and/or management of the said building and enjoyment of various portions of the said building.
- 6. 'Building Plan' shall mean the plan to be sanctioned and approved by Bhubaneswar Municipal Corporation/Bhubaneswar Development Authority and/or such other revised plan or plans with such modification or alteration which may be made thereto from time to time with the approval of competent authority/authorities for the purpose of constructing the building(s).
- 7. 'Units' shall mean a portion of the floor space comprising of the residential Apartment complex capable of being exclusively occupied and enjoyed.

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Page 5 of 18

8. 'Proposed Building' shall mean and include the Residential Apartment building to be constructed and the land appurtenant thereto and all passages, the parking space, amenities provided thereto etc.

### **COMMENCEMENT:**

This Agreement shall commence on and from the

day of January, 2021.

### **VALIDITY:**

THAT, the agreement shall remain valid till the Project is fully completed and the developer (Second Party) share is fully sold out and possession of various units is handed over to respective customers by the Developer (Second Party) and that the General Power Attorney (GPA) to be executed by the Landowners along with this agreement shall not be cancelled under any circumstance by the First Party or their nominee, assigns/heirs and shall remain as record for the society of the said apartment for times to come.

### **CONSTRUCTION:**

- 1. That, the Developer agree to develop the schedule property at their own risk, cost and expenses and with their own resources after they obtain the requisite permission, sanction and approvals from authorities concerned and thereafter to construct thereon the said Building. The Landowners agrees, in accordance with this Agreement, to place at the complete disposal of the Developer, the physical and actual vacant possession of the said property and to irrevocably vest upon the Developer the unfettered right to prepare and submit building plans before the authorities and obtain requisite permission, sanction and approvals for developments, construction and completion of the said Apartment with the signing of this Agreement.
- 2. It shall be the responsibility of the Developer to submit, pursue and follow-up to obtain all such required permission(s) as per the statutory law prevailing.
- 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 shall be on account of Developer.
  - b) The Developer shall forthwith on obtaining all such required permissions from concerned Development Authority, i.e. Bhubaneswar Municipal Corporation/Bhubaneswar Development Authority, start construction of the said property in a substantial and workman like manner in accordance with the plans, specification and elevations to be sanctioned/approved by the authorities concerned including any amendment, modification or variation or alteration to the said plans and specification which may be made by the Developer. The said

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building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the Developer and/or their agents.

- c) The Developer shall comply with the requirements and requisition of the B.M.C., 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 approval from the authorities concerned as and when required.
- d) The Developer shall appoint a reputed and registered Architect along with a master architect, who has the experience, is designing and advising on development of project of this magnitude. All his fee etc shall be borne by the Developers.
- e) The developer has represented to the land owners that it shall obtain FAR on basis of 30 Ft. road as per BDA approval for the scheduled property.
- f) It was agreed between the parties that for the Base FAR the landowners shall get 42% share and Developer shall get remaining 58% of the developed area and for the additional Purchase FAR, the Landowners share shall get 42% and Developer's share shall be 58%. The cost of purchase of additional FAR shall be borne by the Developer. The Layout Plan of the project, the building plans, concept design etc shall be finalized by the Developer with approval of the Landowners.
- g) All cost including conversion changes, change of land user or any ancillary cost for development of Schedule Property etc of the Schedule Property shall be borne by the Developer.
- h) Developer shall at its costs get the Schedule Property converted to home stayed.
- i) Developer has inspected the Schedule Property. It has also verified the title documents of the Schedule Property. Further, the Developer has made necessary investigations and is satisfied about the viability of the development of residential project on the schedule land.
- j) The building plans shall be prepared in a manner that the Landowners (42% Base FAR and 42% of additional Purchase FAR) and Developers (58% Base FAR and 58% of additional Purchase FAR) on each floor. Further, the quality of the construction, finishing of Apartments, amenities, common area services, locational advantage, commercial potential etc for the Landowners and Developers share shall be identical.

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- k) The quality of construction and material used shall be first class. The developer will achieved maximum FAR available as per the BDA rules and regulations. It was agreed by the developer that the developed land would be maximum of 40,000 Sqfts. constructed area for apartment.
- I) The Developer shall complete/finish the said building in all respects so as to befit for occupation/habitation within 60 (sixty ) months from the date of execution of this Agreement .

### **LANDOWNERS' OBLIGATIONS:**

The Landowners hereby agrees and covenant with the Developer as follows:-

- Not to cause any interference or hindrance in the construction of the said Residential Apartment building complex over the schedule property unless the Developer act in a manner violating (a) the terms of this Agreement, (b) the sanctioned and approved plan of the concerned BMC/BDA Authority and (c) the building standard specified by B.I.S.
  - a) The Landowners will hand-over the vacant physical possession with demarcation of the property given below to the Developer in a sketch map. The delivery of vacant physical possession is handed over to the Developer in a separate sheet and the Developer took over physical possession from the Landowner, which shall form part of this Agreement.
  - b) If, the Landowners needs any extra modifications within their allocated share, then they shall inform the Developer about the same prior to brick work and the cost of such modifications shall be borne by the Landowner.
  - 2. Not to prevent the Developer from negotiating with intending purchasers of flats/units for assigning, disposing or letting out any portion of the complex except 42% of Base FAR and 42% of additional Purchase FAR, the total super built-up area/parking space more-fully specified as allocation of the Landowners.
  - 3. Not to enter into any agreement or transfer, convey or assign or encumber or deal with said land or any portion thereof with any Third Party and shall duly convey and transfer the proportionate impartible undivided share i.e. 58% Base FAR and 58% of additional Purchase FAR, in the land to the Developer or its nominees any time after substantial progress of construction.
  - 4. The Landowners shall give license and express permission to the Developer for entering upon the said property having absolute authority henceforth and also competency to commence, carryon and

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complete the development of the land in accordance with the No.- 46/09 permission granted. The said license to develop the property is personal and is not assignable without the consent of the Landowners. The Developer (either directly or indirectly) cannot nominate, assign or transfer its rights in this Agreement.

- 5. The Landowners shall at the request and cost of the Developer sign and execute papers, documents, applications for approval of the building plans from any authority or authorities or department or departments.
- 6. The Landowners declare that, they are entitled to enter into this agreement with the Developer and that they have not agreed, committed, contracted or entered into any agreement with any other person in respect of the property and that they have not created any mortgage, charge or encumbrance on the said property nor have done any act, deed or thing by reasons whereof, the development of the said property may be affected in any manner.
- 7. That the Landowners will hand over the photocopy / certified copy of the original title documents, ROR and all other documents relating to the below mentioned scheduled property to the developer (Second Party) at the time of execution of this agreement. The First Party shall produce the original documents of the Schedule Property as and when required.
- 8. THAT the Landowners may choose to either sell or lease out their respective share in the proposed Project or use a part of it for his own Residential use. However, he will be bound by the rules of the Apartments Owner's Association (AOA/RWA) guidelines that will be applicable after the formation of the Apartments Owner's Association (AOA/RWA) for this project.
- The Landowners further undertakes not to raise any complaint or objection in case the Developer contacted other adjacent plot owners for jointly entering into this project.
- 10. It was agreed that a triplex house will be constructed over Plot No.1416 and go to the share of the Developer. It was further agreed that ratio of share i.e. 42% and 58% will be on the FAR available as per BDA approval to the Plot No.1415 and the total land developed both Plot No.1415 & 1416.

#### **DEVELOPER'S OBLIGATION:**

1. The project work shall be commenced with effect from the date of signing and execution of this agreement and construction from the date of the approval of the Building Plan by the BDA/BMC. The entire

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Arish Ku-Malanty Brush 24 Bring project shall be completed and Completion Certificate / Occupation Certificate obtained with 60 months of signing this agreement.

- 2. That, the Developers have paid to the Landowners and the Landowners have accepted from them a sum of Rs.1,00,000/-(Rupees One lakh) at the time of execution of this Agreement, receipt of which the Landowners admit & acknowledge herein by signing this Agreement in presence of the witnesses.
- 3. To complete/finish the construction and erections of the said building and obtain Completion Certificate / Occupation Certificate within 60 (sixty ) months from the date of signing of this Agreement.
- 4. That if the Developer fails to complete the project, obtain Completion Certificate and deliver possession of Apartments within 60 (sixty ) months from the date of signing of this Agreement, the Developer shall pay a sum of Rs.10,000/- per month per unit (for the landowners share) to the Landowners.
- 5. Not to violate or contravene any statutory provisions, rules, regulations etc. applicable for construction of the said building complex.
- 6. Any labour or workmen engaged for the construction of the building by the Developer will be the employee of the Developer. The Landowners shall have no relationship of employers with the aforesaid 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 Developer and the Landowners shall not incur any liability, responsibilities for the same.

### **CONSIDERATION:**

- 1. That, the parties hereto above shall share the total Super built-up areas in the said Residential Apartment Building proportionate to their shares in the ratio of 42% Base FAR and 42% of additional Purchase FAR, of built up-area shall be of the Landowners and the remaining built up area shall be of the Developer. The areas proportionate to their shares in respect of the floor space/parking space of the entire Residential Apartment Building to be built on the said plot shall be allotted / assigned in the ratio i.e. 42% Base FAR and 42% of additional Purchase FAR of the Landowners and the rest of the apartment towards the Developer in orderly manner. This allotment or assignment of the respective shares shall be specified through a Share Allocation Agreement to be executed between both the parties.
- 2. It is understood that the super built-up area shall form the part of outer to outer measurements of the unit/units and including the Page 10 of 18

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proportionate share of the common area of the tower Corridors, lifts, machine rooms, staircase, common stores, service rooms, entrance lobby, architectural projections, common parking space and elements etc.

- 3. That the share of the Landowners will be clearly outlined proportionately in terms of Flat Nos., Floor Nos., Block name and super built-up areas, Parking Nos., after receiving the final approval from the concerned authorities and before the commencement of construction of the proposed Residential Apartment Building, in the above said share allocation agreement.
- The parties hereto i.e. the Developer and the Landowners hereby 4. mutually agree that in order to and for the purpose and in the process of proportionating the Super built up areas/parking space in the allocated shares 58% Base FAR and 58% of additional Purchase FAR of the Developer and 42% Base FAR and 42% of additional Purchase FAR of the Landowners amongst themselves, if the portion of such Super built up area/ parking space 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 super built up area/ parking space @ of market value or as may be mutually agreed upon at the time of distribution of shares 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.
- 5. That the Landowners and Developer have agreed not to claim any specific demarcation of the land and agreed that said land 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 share and only constructed area shall be shared.
- 6. That it is hereby agreed by the Landowners that the Developer (Second party) shall have the absolute right to finalize, settle and negotiate the terms of the, built-up area /parking space/ units except Landowner' share (First party) of the proposed Project, at such rate and price as the Developer (second party) think proper.
- 7. That, the Developer shall be liable to assign and the Landowners shall be entitled to get 42% share over the base FAR and 42% of additional purchase FAR permitted by BMC/BDA, Bhubaneswar of the total super built up area/ parking space from & out of the total constructed super built-up area/ parking space and the Landowners shall be confirmed by the Developer after Approval of the Building Plan. The balance super built-up area/ parking space in the Residential Apartment Building is specified as the allocation of the Developer.

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- That, in consideration of the terms hereby agreed upon the Landowners convey, assign and absolutely vest upon the Developer the right of development/construction on the said property and also their rights to enter into agreement to sell, transfer and assign 58% of the Base FAR and 58 of additional purchase FAR of the constructed space/super built-up areas/ parking space in the said building together with proportionate interest in the land at such rate as may be determined by the Developer.
- 9. The Developer shall have the right to enter into agreement with intending owners of units to sell, transfer, charges, assign and let-out 58% of the Base FAR and 58% of additional purchase FAR of the total constructed/built-up areas/ parking space except the Landowners entitlement of flats/ parking space and the Landowners shall not raise any objection to such agreement to transfer, assignment or disposition. It is hereby agreed that, the Developer shall have right to finalize and settle the terms and/or to dispose off 58% of the Base FAR and 58% of additional purchase FAR of the built-up area/ parking space /units in the proposed building at such cost the Developer in their absolute discretion thinks proper.
- 10. The Landowners hereby agreed to execute necessary deeds of conveyance (through Attorney) directly in favour of the intending purchaser as per the advice of the Developer. However all liabilities including costs, charges and expenses in respect thereof shall be paid and discharged by the Developer or the intending purchaser.
- 11. The Developer shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the Landowners will not have any objection for the same.
- 12. That, the Developer shall have the right to receive from the intending flat owners 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 Landowners hereby agree to ratify and confirm all acts, the Developer 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.
- 13. The Landowners 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 Developer to facilitate the construction

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ful to Mobate The 1/84 Moh of the proposed building on the said plot of land in accordance with the terms of the agreement.

- 14. That, the Landowners shall remain liable to encumbrance, if any, in respect of the said land up to the date of this agreement, the Developer remaining liable for all encumbrances/ liabilities created after this date, in relation to the land or proposed construction.
- 15. That, the Landowners and Developer 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 the suing party shall also have a right to recover cost and damages if any.
- 16. 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.
- 17. That the Landowners authorize the Developer (Second party) or their nominee/ nominees as its attorney / attorneys by executing documents duly registered for submitting and pursuing application to various authorities for requisite permission approvals, sanctions of the building plans etc. in connection with the development / construction and completion of the proposed Project. All costs in this respect shall be borne by the Developer.
- 18. That, if the Developer desire to make any alteration, changes, deviation during the course of construction beyond the sanctioned plan become necessary, desirable or advisable, the said alternation/ change may be made in conformity after obtaining written consent of landowners and modified plan approved from Bhubaneswar Municipal Corporation and that as a consequence of such alteration/ changes if any, compounding fees is levied by the Bhubaneswar Municipal Corporation, the said liability shall be borne by the Developer of the Second Part.
- 19. That the Landowners undertakes to irrevocable constitute the developer as their Attorney by executing an irrevocable General Power of Attorney after obtaining approved building plan from BMC/BDA, Bhubaneswar, duly registered for completing the exercise and effectuating the object in connection with the Development/Construction and completion of the said Building. The said Irrevocable General Power of Attorney shall be treated as part and parcel of this Development Agreement. However, the Developer undertake in their capacity not to do or cause to be done any act, commission or thing which may, in any manner, flout, contravene and contrived any law, rules, regulation etc. or which may amount to misuse of any authority or right hereby conveyed or breach of

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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 Developer and further more the Developer undertake to keep the Landowners entirely harmless and indemnified against all claims or demands resulting from the aforesaid non-performance and non-observance.

- 20. The above said Irrevocable General Power of Attorney shall always be treated and construed as part and parcel of the said Development Agreement till completion of the Building and shall remain in force until the Developer transfer his share of the total super built up area /Parking Space of the said Residential Apartment Building to be constructed along with proportionate impartible undivided share in the Land to the prospective purchasers and will further continue to remain as a documented record with the society of the said apartment.
- 21. That, in case the said property or any part thereof now declared or represent to be belonging to the Landowners is found to be non-existent on account of defective title of the Landowners or any other person claiming title paramount to the Landowner, the Landowners shall be liable for all the damages, losses and cost sustained by the Developer. Accordingly the Landowners agree and undertake to keep the Developer and/or their nominee(s) harmless, indemnified against all claims and expenses which the Developer and/or their nominee(s) may be made liable to pay or suffer in case their right and title is questioned.

#### **MISCELLANEOUS:**

- 1) The name of the said Building shall be **"SKYTECH INFINITY".**
- 2) That after execution of this agreement the Developer will construct boundary wall, pump house, overhead tank, store rooms, office room, and take all developmental works in the schedule property like filling of land, electric connection to the said land and shall obtain permission for such installation from the concerned authority wherever necessary.
- That both the parties to this agreement agreed that the expenditures to be incurred towards installation of electrical facilities, common amenities/facilities provided for the project and towards maintenance charges up to the formation of apartment owners society shall be borne by the Developer. The security deposit towards electric connection, installation of electric meter for individual flats shall be paid by the landowners for their share and Developer for its share. However, the expenses towards installation of electrical transformer for the project shall be borne by the Developer.

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P.K. DALABEHERA Notary, Shubaneswar Regd. No.- 46/09

- The Developer shall give free Club Membership for apartments/units allotted to landowners share and permit them to use and enjoy swimming poll, GYM, community hall and other amenities.
- 5) The parking spaces shall be divided in the ratio of: (1) landowners 42% of Base FAR and 42% of additional Purchase FAR; and (2) Developer 58% of Base FAR and 58% of additional Purchase Far;
- 6) That GST or any other taxes, Charges, CESS, Fees, etc. levied by the Govt. authorities, if any, for the service rendered by the Developer to the Landowners during execution of the project or in future, then the Landowners shall borne the same against their 42% of Base FAR and 42% of the additional purchase FAR allocation of share.
- 7) In case if both the parties desires to get extra FAR beyond the agreed three FAR, then the cost for the further purchasable FAR to be deposited in BMC, Bhubaneswar along with the construction of the extra purchased Area to be done by the Developer at its costs and the said extra purchasable FAR built up area will be shared between the parties in the ratio of 42% to the Landowners and 58% to the Developer.

#### **ARBITRATION:**

In case of any dispute of difference arising between the parties during the progress of construction or after completion thereof or abandonment of the work as to the construction of any covenant spelt-out under this agreement or any clause thereof or relating either the said building work or arising out of this agreement or any other supplementary agreement, disputes relating to entitlements of the parties, shall be referred to Arbitrator, appointed by mutual consent of both the parties, failing which the parties may take the shelter of proper court of law for reference to an Arbitrator as per the procedures laid down in Arbitration and Conciliation Act, 1996 or any statutory enactment or modification there under and the decision rendered by the said Arbitrator shall be final and binding on the parties.

#### **JURISDICTION:**

All accounts between the parties hereto shall be settled at the Landowners place and/or at any other place, as may be mutually agreed upon. The courts at Bhubaneswar only have jurisdiction to entertain the disputes and difference between the parties.

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# Schedule of Building Specification

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

Foundation:

Isolated R.C.C. Footing.

Structure:

Earthquake Resistant R.C.C. Frame. Main bars of the pillar and roofs will be of SMC or VIZAG or Concast or Scan Steel and cement of Konark, Ultratech or Lafarge or Brila gold or Rasi gold or equivalent of fresh stock only. External walls of 8" and internal walls of 5" thickness.

Flooring:

Vitrified Floor Tiles in Drawing/Dining & Bed Rooms.

Doors:

Main Door shall be teak Veneered flush door with paneling, eye peep, security lock & other doors are commercial flush door, seasoned Sal wood frames, Hardware & fittings in stainless steel.

Windows:

Anodized Aluminum frames, UPVC with mosquito net and glazed sliding shutter and MS grills.

Kitchen:

Wall: Ceramic Tiles 3' above working platform.

Flooring: Anti skid ceramic floor tiles.

Fittings: Granite working platform with stainless steel sink.

Provision for installation of electric chimney/exhaust fan, Water purification

unit

Toilets:

Wall: Designer ceramic tiles up to 7' height.

Floorings: Anti-skid ceramic tiles.

Fittings: Wash basin, WC/Commode of reputed mark & all taps and fittings with designer C.P of reputed make. Provision for installation of Geyser.

Sumondra Prasad Manay

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NAGING DIRECTOR

stim ki. Mehaty 1810189 MAN

LABEHERA Notary, Bhubaneswar Read. No.- 46/09

"rints:

The internal walls with ceiling shall be with two coats of putty one coat of primer and two coats of putty one coat of primer and two coats of plastic emulsion paint. The external wall shall be of plaster finish with weather proof paint.

#### **Electricals:**

Concealed wiring of copper conductors with all essential fittings as per requirement i.e. wire of premium brand. The Modular switches and Accessories shall be of Premium brand. Telephone point, Television point and A.C. point shall be provided as per the requirement. Earth Leakage circuit breakers at incoming power supply of each flat.

### **SCHEDULE OF LAND**

Dist. - Khordha, Tahasil - Bhubaneswar No.262, under the jurisdiction of D.S.R.O., Khordha at Bhubaneswar, P.S. - New Capital No.15, Mouza -RAGHUNATHPUR JALI, Khata No.511/2761 (Five Hundred Eleven by Two Thousand Seven Hundred Sixty One), STHITIBAN, Plot No.1415 (One Thousand Four Hundred Fifteen), Kisam – Sarada Two, Area Ac.0.400 decs. (Four Hundred decimals) (Full Plot) and Plot No.1416 (One Thousand Four Hundred Sixteen), Kisam - Sarada Two, Area Ac.0.050 decs. (Fifty decimals) (Full Plot).

## **BOUNDED BY (Plot No.1415):-**

North:

Revenue plot No-1414

South:

Revenue plot No-1416 &1417

East

Revenue plot No-1407

West:

Revenue plot No-1421 &1422

#### **BOUNDED BY (Plot No.1416):-**

North: Revenue plot No-1415

South: Revenue plot No-1418 &1420

East

: Revenue plot No-1417

West : Revenue plot No-1421

Total in One Mouza, One Khata, Two Full Plots, Total Area Ac.0.450 decs. (Four Hundred Fifty decimals).

MANAGING DIRECTOR

IN WITNESSES WHEREOF, the parties have hereunto put, set and subscribe their respective hands and seal on the date, month and year first above written.

## **WITNESSES:**

1. ASISH KUMAR MOHANTY SAUMENDRA PRASAD MOHANTY PATIA, BHUBANESWAR

Asherish missel struction age e Singh. notanty, solo/201/201/ Signature of the Landowners

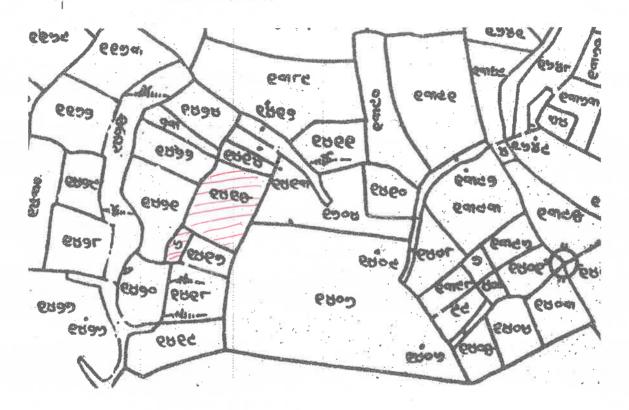
Signature of the Developer

Certified that, this Agreement is drafted and typed by me as per the direction and dictation of the Executants and after understanding fully the contents of this deed, they put their respective signatures in presence of the witnesses.

Advocate, Bhubarieswar

P.K. DALABEHERA Notary, Bhubaneswar Regd. No.- 46/09 ମୌଜା ରଘୁନାଥପୁରଜଳି ସିଟ କ୧ ଥାନା ନିଉକ୍ୟାପିଟାଲ୍ ନ.୧୫ ତହସିଲ୍ ଭୂବନେଶ୍ୱର ନ.୨୬୨ RAGHUNATHPURJALI SHEET No.1 Thama Newcapital No.15

ସ୍ଥେଲ୍ ଲ୧୬ଥ<del>ି-ମ</del>୍ୟର୍କ୍ Scale 16-1 Mile ସଳ୯୯୭୩ - 28 Year 1973-74



Soumendre Presend Aphanty.

Draylingee monants!

Traplingee Singh.

8/01/201



SKYTECH INFRANKOLECISIPVI. LTD. Tupou Vanda.

MANAGING DIRECTOR

Schedule I Form No.39-A

ଖତିୟାନ

ମୌଜା : <mark>ରଘୁନାଥପୁର ଜଳି</mark>

ଥାନା : ନିଉକ୍ୟାପିଟାଲ

ତହସିଲ : ଭୁବନେଶ୍ୱର ତହସିଲ ନମ୍ବର : 262

ଥାନା ନମ୍ବର : 15

ଜିଲା : ଖୋର୍ଦ୍ଧା

ଜମିଦାରଙ୍କ ନାମ ଓ ଖେୱାଟ ବା ଖତିୟାନର କ୍ରମିକ ନମ୍ବର				ଓଡିଶା ସରକାର ଖେୱାଟ ନମ୍ବର 1				
i) ଖତିୟାନର କ୍ରମିକ ନମ୍ବର				511/2761				
2) ପ୍ରକାର ନାମ, ପିତାର ନାମ, ଜାତି ଓ ବାସସ୍ଥାନ				କନକ ମଞ୍ଜରୀ ମହାନ୍ତି ସ୍ୱା: ପ୍ୟାରିମୋହନ ମହାନ୍ତି, ସୌମେଦ୍ର୍ୟ ପ୍ରସାଦ ମହାନ୍ତି, ଅରବିନ୍ଦ ପ୍ରସାଦ ମହାନ୍ତି, ଧର୍ମେନ୍ଦ୍ର ପ୍ରସାଦ ମହାନ୍ତି, କନ୍କେକୟ ମହାନ୍ତି ପି: ପ୍ୟାରିମୋହନ ମହାନ୍ତି ବା: ପଟିଆ, ଥା - ଚନ୍ଦ୍ରଶେଖରପୁର ଜି - ଖୋର୍ଦ୍ଧା				
3) ସ୍ୱତ୍ୱ								
4) ଦେୟ :	ଜଳକର		ଖଜଣା	। ସେସ୍	ନିଷ୍ଡାର ସେସ୍ ଓ ଅନ୍ୟାନ୍ୟ ସେସ୍ ଯଦି କିଛି ଥାଏ	ମୋଟ	5) କ୍ରମବର୍ଦ୍ଧନଶୀଳ ଖଜଣାର ବିବରଣି	
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6) ବିଶେଷ ଅନ୍	୍ର ମୁସଙ୍ଗ ଯଦି କିଛି ଥାଏ	ଦାଖା (	କେସନଂ	25901/13	ହୁମୁଖା 327 ତାରୁ । ।			
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ରାଷ୍ଟ୍ରୀୟ ସୂଚନା ବିଜ୍ଞାନ କେନ୍ଦ୍ର 05/12/2020 07:38:54 IP :10.194.35.30

ଖତିୟାନର କ୍ରମିକ ନଂ : 511/2761		ମୌଳା : ରଘୁନାଥପୁର ଜଳି				କିଲା : ଖୋର୍ଦ୍ଧା
ପୁଟ ନମ୍ବର ଓ ଚକର ନାମ	କିସମ ଓ ପ୍ଲଟର	କିସମର ବିୟାରିତ ବିବରଣୀ ଓ ଚୌହଦି		ରକବା	ମନ୍ତବ୍ୟ	
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1440 ଦଶ ମାଶ	ଶାରଦ ତିନି	ଉ : ବିର ପୃଷ୍ଟି ଦ : ପଦ୍ମଲାଭ ଦାସ ଓଗେର	0	550	0.2226	
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511/2761

କଳକ ମଞ୍ଚରୀ ମହାନ୍ତି ସ୍ୱା ଫ୍ୟାରିମୋହନ ମହାନ୍ତି ,ସୌମେଦ୍ୟ ପ୍ରସାଦ ମହାନ୍ତି ,ଅର୍ବିନ୍ଦ ପ୍ରସାଦ ମହାନ୍ତି ,ଧର୍ମନ୍ଦ୍ର ପ୍ରସାଦ ମହାନ୍ତି .ଜନ୍ନେକ୍ସ୍ ମହାନ୍ତି ପି ପ୍ୟାରିମୋହନ ମହାନ୍ତି ବା ପଟିଆ, ଥା - ଚନ୍ଦ୍ରଶେଖର୍ପୁର ଜି -ଖୋର୍ଦ୍ଧା

୨) ପୂଜାରୁ ନାମ ପିତାର୍ ନାମ ଳାତି ଓ ବାସସ୍ଥାନ



ପ୍ରିତିବାନ ୩) ସୂତ୍

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ନିସ୍କାର ସେସ ଓ ଅନ୍ୟାନ୍ୟ ସେସ ଯଦି କିଚ୍ଛି ଥାଏ

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୫) କୁମ୍ବର୍ଦ୍ଧନଣୀକ ଖଜଣାର୍ ବିବର୍ଣୀ

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୬) ବିଶେଷ ଅନୁସଙ୍ଗ ଯଦି କିଚ୍ଛି ଥାଏ

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ଖତିଯାନର କ୍ରମିକ ନଂ: 511/2761		ମୌଜା : ରସୁନାଥପୁର ଜଳି		ିଟିଲ୍ଲା :ଖୋର୍ଦ୍ଧ			
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1416 ମଝୀ ମାଳ	ଶାର୍ଦ୍ ଦୁଇ	ଉ କୃଷ୍ଣଚନ୍ଦ୍ର ମହାନ୍ତି ଦ ବିଶ୍ୱନାଥ ଦାଶ ଓଗେର	0 050	0.0202			
1415 ମଝୀ ମାଳ	ଶାରଦ ଦୁଇ ଼	ଉ କୃଷ୍ଣଚନ୍ଦ୍ର ମହାନ୍ତି ଦ କୁରୁପୁ ସାନ୍ତରା ଓଗେର	0 .400	0.1619	2		
1440 ଦଶ ମାଣ	ଶାର୍ଦ୍ଧ ତିନି	ଉ ବିର ପୃଷ୍ଟି ଦ : ପଦୁଲାଭ ଦାସ ଓଗେର	0 550	0.2226			
3 ପୁଟ		= =, =	1 000	0.4047			

Distribution in the side

SAH Times Additional Julius Additional A

Kiosk Operator: BALUNKESWAR PRADHAN, , BHUBANESWAR





# GOVERNMENT OF ODISHA FORM No. II

[See Rule 3]

Office of the Tahasildar, Bhubaneswar. Miscellaneous Certificate Case No: e-LHC/50 of 2019 LEGAL HEIR CERTIFICATE

This is to certify that the Persons specified below are the Legal heirs of Late KANAK MANJARI MOHANTY Wife of Shri LATE PYARI MOHAN MOHANTY of Village/ Town PLOT NO-903, PATIA P.S CHANDRASEKHARPUR Tahasil Bhubaneswar in the district of Khordha in the State of Odisha.

2. This Certificate is being granted only for the purpose of BANK DUES.

Name of Person(s) in Relationship with the Deceased

SI No:	Name SAUMENDRA PRASAD MOHANTY	Age	Marital Status	Poloticant
2	TRUPTIMAYEE SINGH	54	Married	Relationship with the deceased SON
	ARABINDA PRASAD MOHANTY	51	Married	DAUGHTER
	DHARMENDRA PRASAD MOHANTY	49 .	Married	SON
	JANMEJAY MOHANTY	48	Married	SON
i in		42	Married	SON



Signature of the Applicant

SAHOO IPSIT KUMAR

Signature of the Revenue Officer Date: 01-05-2019

#### NOTE:

- It is a digitally signed electronically generated certificate and therefore needs no ink-signed signature.
- This certificate is issued as per section 4, 5&6 of Information Technology Act 2000, and its subsequent amendments in 2008 and as per Revenue & Disaster Management Department notification numbers IMU-13/10-42518/R&DM dated 21.10.2010, RDM-IMU-EGOV-0001-12/41244 dated 10.09.2012 and RDM-IMU-EGOV-0001-2012/35042 dated
- For any query or verification, Agency/Department/Office may visit http://www.edistrictodisha.gov.in. - Tampering of this certificate will attract penal action.

(English Jensen) WUNICES 918



DEPARTMENT OF HEALTH AND FAMILY WELFARE CERTIFICATE OF DEATH BHUBANESWAR MUNICIPAL CORPORATION

Issued under section 12/17 of the Registration of Births and Deaths Act, 1969 and rules of Odisha Births and Deaths, Rule 2001.

This is to certify that the following information has been taken from the original record of death which is in the of Tahasil BHUBANESWAR register for Bhubaneswar Municipal Corporation

of District....KHORDHA

of State of ODISHA

Date of Death 18/12/2018

Permanent Address\_PLOT\_NO-903,PATIA,

FEMALE

PO-PATIA PS-CHANDRASEKHARPUR,

Name KANAK MANJARI MOHANTY

BHUBANESWAR, KHORDHA, ODISHA, INDIA

Name of Husband.

Place of Death, KALINGA HOSPITAL, BHUBANESWAR

LATE PYARI MOHAN MOHANTY

Registration No..

8694/2018



Signature

AINT SHUBANESWAR Note: It is a digitally signed electronically generated certificate and therefore needs un ink-signed signature

Signature of Issuing Authority amendments in 2008. For any query, please visit https://www.ulbodisha.gov.in. Tampering of this certificate This certificate is issued as per section 4, 5 & 6 of Information Technology Act 2000 and its subsequent

BHUBANESWAR MUNICIPAL CORPORATION Births & Deaths Registrar

will attract penal action.