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For Motwani Constructions Pvt. Ltd.

For GM Infratech Ltd.

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Agreement

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Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. $\underline{5}$ © Fees Paid : A(10)-40 ,A(2)-500, User Charges-1105 ,Total 1645

Date: 16/11/2021

Signature of Regil ering officer

Endorsement under section 52

Presented for registration in the office of the **District Sub-Registrar CUTTACK** between the hours of 5:00 AM and 1:30 PM on the 16/11/2021 by G M INFRATECH LTD REPRSENTED THROUGH ITS DIR CORN ARAJ KUMAR MISRA, son/wife of profession by caste General profession Business and finger prints affixed.

Registering Officer CUTTACK

Signature of Presenter / Date: 16/11/2021

Signature of Registering officer

For Motwani Constructions Free d.

DIRECTOR (6/11/202







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DEVELOPMENT AGREEMENT

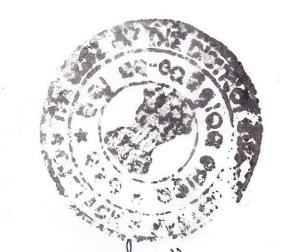
THIS AGREEMENT is made on this 15 day of NOVEMBER 2021.

BETWEEN

G. M. Infratech Limited, a company incorporated under the companies act having its, registration **No.**-45400WB2011PLC167996 **PAN** - AECG4626M and having its registered office at 7, waterloo street, 2nd floor, Kolkata, West Bengal, pin-700069, represented through its Director

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Sri. Raj Kumar Misra, aged about 55 years, S/o: Late Ghanshyam Misra, by Caste:- Brahmin, by Profession: Business, at: Gorumahisani, P.o: Gorumahisani, P.S: Gorumahisani, Dist: Mayurbhanj, AADHAR NO- 3742 7168 0716 hereinafter referred as "THE OWNER" (which expression unless by or repugnant to the subject or context shall deem to mean and include its successors in office, legal representatives, administrators, executers and assignees of the **FIRST PART/THE OWNER**. PH: 7504022458

AND

"M/s Motwani Constructions PVT LTD", a company incorporated under the companies act having No.U70100OR2008PTC010136, PAN registration AAGCM2496K having its office at. Ground floor N/4 229 irc village nayapalli, Bhubaneswar, Pin- 751022, Dist.-Khurda represent through its Director Shri Manas Motwani, aged about 31 years, son of Shri Dillip Kumar Motwani, having AADHAR no- 3437 7938 0545 hereinafter referred as "THE **DEVELOPER/SECOND PARTY**" (which expression unless by or repugnant to the subject or context shall deem to office, mean and include its successors in representatives, administrators, executers and assignees of the **SECOND PART/ THE DEVELOPER**.

For GM Infratech Lite

For Motwani Constructions Pvt. Ltd

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Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumh Impression Signature	e Date of Admission of Execution
G M INFRATECH LTD REPRSENTED THROUGH ITS DIRECTOR RAJ KUMAR MISRA	The second secon	31.485.25.45	16-Nov-2021
MS MOTWANI CONSTRCUTION PVT LTD PRESENTED THROUGH ITS DIRECTOR MANAS MOTWANI	(arv)	242927C);2	16-Nov-2021

Identified by DINABANDHU SAHOO Son/Wife of KATLASH CHANDRA SAHOO O AT POT TURINITRA BALIPATANA, TURNITRA by profession Others

Name	Photo	rains to continue	Signature	Date of Admission of Execution
DINABANDHU COHAS		\$2079460	And more dones	16-Nov-2021

Date: 16/11/2021

Signature of Registering officer

The First Part is the exclusive owner and absolutely seized and possessed of and / otherwise well and sufficiently entitled to ALL **THAT** piece of parcel of land measure **Total Area Acres. 1.76.3** Kadi situated in , Dist- Cuttack, P.S: Sub Registrar office and Tahasil- Cuttack Sadar. P.S. No.45, Tahasil No. 273, Mouza: Nuahat, Kisam:-Gharabari, Status- Stithiban. 1. Mutation Khata No. 498/511, Plot No- 1250/2114, Mula Khata No.498/110 and mula plot no 1250, , Area Ac1.09 decs, 2. Mutation Khata No.498/320, Plot No-1247/1984, Mula Khata No.234, Area Ac. 0.08 decs. 3. Mutation Khata No.498/321, Plot No- 1259/1985, Area Ac. 0.03.3 Kadi and Plot No-1251/1986, Area Ac. 0.53 decs, Total Area Ac. 0.56.3 Kadi 4. Mutation Khata No.498/732, Plot No-1260/2326, Mula Khata No.498/61 and mula plot no 1260/1513, Area Ac. 0.03 decs, totalling to One Mouza, Four Khata and Five Plots, ad measuring a total area of Acres. 1.76.3 Kadi, together with all right of easements, common facilities and amenities annexed thereto (hereinafter, referred to as the SCHEDULE PROPERTY, much more precisely described in Annexure A annexed herewith forming a true and integral part of this agreement).

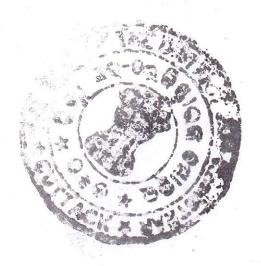
WHEREAS the Scheduled Property is free from all sorts of encumbrances, charges, despondence, attachments, trusts whatsoever or howsoever and the owners have full power and absolute authority to deal with the same in the manners as may think proper having right, title and interest.

WHEREAS the party of the Second Part approached the party of the First Part with a request to allow and develop multi storied residential building on the scheduled property in several blocks in accordance

For GM infratech Ltd.

For Motwani Constructions Put. Ltd.

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with the sanctioned building plan to be sanctioned by CUTTACK DEVELOPMENT AUTHORITY (CDA) at its own arrangement cost and expenses.

AND WHEREAS on negotiation between the party of the First Part and the party of the Second Part have agreed to allow the party of the Second Part to build and develop at its own cost and expenses and arrangements, a residential building in several blocks as per the sanctioned building plan to be sanctioned by the competent municipal authority having jurisdiction.

GM Infratech Limited, the Party of the First Part and Motwani Constructions PVT LTD, the Party of the Second Part are herein after each referred to individually as a "Party" and collectively as "Parties"

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO with the following terms and conditions.

ARTICLE-I: DEFINITIONS

1.1 OWNER: - Shall mean G. M. Infratech Limited, a company incorporated under the companies act having its, registration No.-45400WB2011PLC167996 PAN **AECG4626M** and having its registered office at 7, waterloo street, 2nd floor, Kolkata, West Bengal, pin-700069, represented through its Director Sri. Raj Kumar Misra, aged about 55 years, S/o: Late Ghanshyam Misra, by Caste:-Profession: Brahmin, by Business, at: P.o: P.S: Gorumahisani, Gorumahisani, Gorumahisani, Dist: Mayurbhanj, AADHAR NO-3742 7168 0716.

For GM Infratech Ltd.

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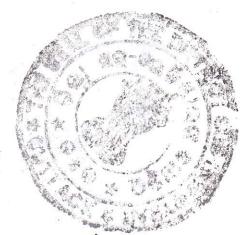
Director

For Motwani Constructions Put. Ltd.

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DIRECTOR

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1.2 **DEVELOPER:** Shall mean **Constructions PVT** company incorporated under the companies act having registration its, U70100OR2008PTC010136, PAN AAGCM2496K having its office at. Ground floor N/4 229 irc village nayapalli, Bhubaneswar, Pin- 751022, Dist.-Khurda represent through its Director Shri Manas Motwani, aged about 31 years, son of Shri Dillip Kumar Motwani, having AADHAR no-3437 7938 0545

1.3 TITLE DEEDS: - Shall mean all the attested photocopy of the documents of title relating to Schedule Property shall be handed over by the Owners to the Developer at the time of execution of this Agreement. The Owner shall undertake to handover the original documents to the Developer as and when required.

1.4 Schedule Property: ALL THAT piece of parcel of land measure Total Area Acres.

1.76.3 Kadi situated in , Dist- Cuttack, P.S: Sub Registrar office and Tahasil- Cuttack Sadar. P.S. No.45, Tahasil No. 273, Mouza: Nuahat, Kisam:-Gharabari, Status- Stithiban. 1. Mutation Khata No. 498/511, Plot No- 1250/2114, Mula Khata No.498/110 and mula plot no 1250, , Area

For Motwani Constructions Pvr. Ltd.

DIRECTOR



For Motwani Constructions Pvt. Ltd

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Ac1.09 decs, 2. Mutation Khata No.498/320, Plot No-1247/1984, Mula Khata No.234, Area Ac. 0.08 decs. 3. Mutation Khata No.498/321, Plot No- 1259/1985, Area Ac. 0.03.3 Kadi and Plot No-1251/1986, Area Ac. 0.53 decs, Total Area Ac. 0.56.3 Kadi 4. Mutation Khata No.498/732, Plot No-1260/2326, Mula Khata No.498/61 and mula plot no 1260/1513, Area Ac. 0.03 decs, totalling to One Mouza, Four Khata and Five Plots, ad measuring a total area of Acres. **1.76.3** Kadi, together with all right of easements, common facilities and amenities annexed thereto (hereinafter, referred to as the SCHEDULE PROPERTY, much more precisely described in Annexure A annexed herewith forming a true and integral part of this agreement).

1.5 **PROPOSED BUILDINGS**/ **BUILDINGS: -** Shall mean residential several buildings blocks, constructed upon the said premises or part thereof after amalgamation and after demolishing the existing building, as per sanction plan to be sanctioned by the CUTTACK DEVELOPMENT AUTHORITY (CDA) and any further floors to be sanctioned by the said corporation in the proposed project to be named by the owners as per mutual discussion with Developer.



For GM Infratech Ltd.

1.6 OWNERS' ALLOCATION: - Shall mean 30% constructed area of the said proposed buildings, which has been specifically described in the **SCHEDULE-"B"** hereunder.

1.7 DEVELOPER'S ALLOCATION: Shall mean 70% constructed area of the said proposed buildings, which has specifically mentioned in the SCHEDULE-"C" hereunder.

1.8 COMMON **FACILITIES** 8 AMENITIES: Shall include corridors, hall ways, stair ways, passage way, drive common lavatories, watchman's ways, room, electrical meter rooms, electrical transformer, sub-station, boundary wall, main gate, pump space, underground, water reservoir, overhead water tank, roof, lifts, lift wells, water pump and motor and other facilities which may be mutually agreed upon between the and required for the parties establishment, location, enjoyment, provisions, maintenance and/ management of the building and land there under or mutually agreed upon by of units/ floors/flats/ car **Owners** parking spaces hereunder.

1.9 SALEABLE SPACE: Shall mean units/floors/flats/car parking spaces/ For Motwani Constructions Pvt. Ltd

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Registering Officer CUTTACK

spaces in the buildings available for independent use and occupation after making due provisions for common facilities and the space required thereof.

and include the purpose of maintaining the said premises and the proposed buildings in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer, the Owners and their nominees including the intending Purchasers/s and the common use and enjoyment thereof.

1.11 THE ARCHITECT: Shall mean a company or person who would appoint by the Developer and shall design and plan the buildings upon on the Schedule Property and obtain the required sanction for construction of such building from the appropriate authorities and supervise the construction work.

1.12 BUILDING PLAN: Shall mean such plans to be prepared by the Architect for the construction of the buildings and to be sanctioned by the CUTTACK DEVELOPMENT AUTHORITY (CDA) and/or any other competent authorities as the case may be.

1.13 BUILT UP AREA: Shall mean and

For GM Infratech Ltd.

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Registering Officer CUTTACK

include the covered area of the external and internal walls, stairs and stairs landing and columns and other spaces as specified in the sanction plan of the CUTTACK DEVELOPMENT AUTHORITY (CDA).

1.14 TRANSFEROR: Shall mean Owners and the Developer who intends to units/ floors/ flats / car spaces allotted to them respectively, to the intending buyer / buyers together with undivided proportionate share of the land and right to use the common space in the proposed building.

1.15 TRANSFEREE: Shall mean the person, firm, limited company Association or persons to whom units/ floors/ flats / car parking spaces in the building has to be transferred.

- 1.16 TRANSFER: Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of the building to Purchasers thereof.
- 1.17 ROOF/TERRACE: Shall mean the ultimate roof of the said buildings as defined in the Orissa Apartment Ownership Act, 1982 and the Rules thereof as amended from time to time and it should be treated as one of

For GM infratech Ltd

For Motwani Constructions Pvt. Ltd



the common areas and facilities

1.18 NOTICE: - Shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal registered Authority by post with acknowledgement due at the last known address of the parties hereto. A notice to be served upon the Owner.

1.19 SINGULAR: Shall mean plural and vice versa, masculine shall include feminine and vice versa.

ARTICLE-II COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced with effect from the date of execution thereof

ARTICLE-III: OWNER'S RIGHTS & REPRESENTATION

- 3.1 The Owner as aforesaid hereto absolutely seized and possessed of and/or well and sufficiently entitled to the property mentioned in **SCHEDULE-"A"** hereunder together with all right of easements, common facilities and amenities annexed thereto.
- 3.2 Save and except the Owner nobody else has any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said premises.

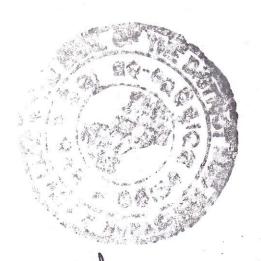
For GM Infratech Ltd.

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Director

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- 3.3 The said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.
- 3.4 The Owner does not hold excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 3.5 Since execution of this agreement till completion of the building, if any person / s claiming to have any right, title and interest in respect of the Schedule Property, save and except the Owner, the Owner will make it clear and also make the Schedule Property marketable at its own cost, expenses and responsibility and if it fails to do so, then the Owner shall be liable for the same and pay the amount whatever expenses to be done by the Developer.
- 3.6 The Owner have not sold, entered into any agreement for sale and/ or development agreement or any other agreement whatsoever or howsoever in respect of the Schedule Property prior to this agreement. This agreement is irrevocable, subject to the other terms and conditions of this Agreement.
- 3.7 The said premise is not subject to any notice or acquisition or requisition.

ARTICLE-IV: DEVELOPER'S RIGHTS

- 4.1 The Owner hereby grant exclusive right to the Developer to develop the Schedule Property by way of constructing residential buildings in several blocks thereon, in accordance with the building plan has been sanctioned by the CUTTACK DEVELOPMENT AUTHORITY (CDA) vide approval no-10651/CDA dated 03/11/2021 With or without any amendment and/ or modification thereto made or caused to be made by the parties thereto.
- 4.2 That the Developer shall pay and bear all expenses towards sanction plan, building material, lawyer, fees and all construction charges of the new building and to complete it in all respects at its own costs or at the cost of the intending Purchaser or Purchasers

For GM Infratech Ltd.

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including architect fees, charges and expenses required to be paid or deposited for the purpose of development of the Schedule Property.

- It is made clear that save and except the share of 4.3 the Owner in the proposed building as mentioned in **SCHEDULE-"B"**, hereunder, all other units/ floors/ flats/ car parking spaces will be the property of the Developer herein and if the Developer so desires, it could be disposed of by itself to the prospective buyers at any consideration or price at the sole discretion of the Developer, after delivery possession of the Owner's allocation to the Owner.
- 4.4 The Developer shall construct the buildings upon the Schedule Property strictly as per sanction plan of the CUTTACK DEVELOPMENT AUTHORITY(CDA) vide approval no 10651/CDA dated 03/11/2021 and for any violation or deviation; the Developer will solely be liable and / or responsible.

ARTICLE-V: CONSIDERATION

- 5.1 In consideration of the Agreement, the Owner have agreed to grant exclusive right of development of the Schedule Property to the Developer and in lieu of the land of the Schedule Property, the Owner is entitled to get 30% constructed area of the proposed buildings together with undivided proportionate share of land including all right of easements, facilities and amenities annexed to the proposed building particularly mentioned in the **SCHEDULE** "B" hereunder written.
- Save and except the allocation of the Owner, the 5.2 Developer would be entitled to get rest of the 70% constructed area of the units/ floors/flats/car parking spaces in the proposed buildings of several blocks together with all common areas easements rights, facilities and amenities annexed to the proposed with undivided impartible buildings along proportionate share of the land of the Scheduled Property, which has been particularly mentioned in the **SCHEDULE** "C" hereunder written.

For GM Infratech Ltd.



5.4 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the Schedule Property or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the Developer save and except to commercially explore the same in terms hereof by construction the building on the Schedule Property and to deal with the Developer's Allocation manner herein in the building in the without creating any liability financial or otherwise whatsoever upon the Owner.

AS per the final plan approved from CUTTACK 5.5 DEVELOPMENT AUTHORITY (CDA), in respect of the Schedule Property, the Owner and the Developer have mutually agreed up on the share at 30:70 ratio mentioned in Schedule B and Schedule C.

ARTICLE-VI: POSSESSION

- Simultaneously on execution of this Agreement, the 6.1 Owners have handed over vacant khas possession of **ALL THAT** piece and parcel of land measuring Ac. 1.76.3 Kadi be the same a little more or less, out of the Schedule Property.
- 6.2 The Developer after obtaining full possession of the Schedule Property from the Owner shall issue a Certificate indicating therein that it has obtained full possession to the Schedule Property from the Owner in terms of this agreement and for the purpose mentioned herein.

ARTICLE-VII: PROCEDURE

7.1 Simultaneously on execution of this Agreement, the Owner is granting proper authority to the Developer by executing and registering a Development Power of Attorney to the Developer for the purpose construction of the proposed buildings of several blocks as per sanction plan sanctioned by the CUTTACK DEVELOPMENT AUTHORITY (CDA) and for selling out 70% constructed area of the proposed Dinabandhu

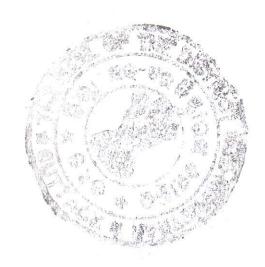


buildings of several blocks mentioned in SCHEDULE-"C" hereunder together with undivided share of the land to the intending purchaser/s through Deed of Conveyance/ s and Agreement for Sale/ s. The Developer will also be empowered to sign and execute all necessary papers, deeds, documents, plans etc. for the purpose of construction of the buildings and selling out the Developer's Allocation only represent the Owner for all purpose in connection before appropriate works the appropriate authorities provided however the same shall not create financial liabilities upon the Owner.

- 7.2 Apart from the registered Development Power of Attorney, the Owner do hereby undertake that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of development of the Schedule Property, if necessary.
- 7.3 The Developer shall keep original and certified copy of the sanctioned Architectural Plan and Structural Plan in its custody but the Developer shall handover photocopy of the same to the Owner.
- 7.4 The Owner shall also hand over the original title deeds, mutation certificate, paid tax receipts and other documents relating to the title of the Schedule Property to the Developer on executing this Agreement and the Developer acknowledging the same by the receipt of it and will hand over the original documents after construction of the proposed buildings to the society/owners association.
- 7.5 The Developer shall execute and register the Agreement for Sale and Deed of Conveyance/ Sale deed in respect of the allocated portion of the Developer mentioned in **SCHEDULE-"C"** hereunder in favor of the intending Purchaser / Nominee selected by the Developer, on the basis of the registered Power of Attorney.
- 7.6 The Developer shall keep the original Development Agreement and Power of Attorney in its custody and the Owner shall keep certified copy of the Development Agreement and Power of Attorney in their custody.

for Motwani Constructions Pvt. Ltd.

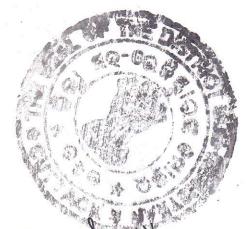
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ARTICLE-VIII: DEALINGS OF SPACES BUILDING

- 8.1 The Developer shall on completion of the building/s of several blocks handover the Owner's allocation before handing over possession of units/ floors/ flats / car parking spaces to the intending purchaser/ purchasers in the proposed buildings to be selected by the Developer.
- 8.2 The Owner will be entitled to transfer or otherwise deal with its allocated portions in the building and except its allocated portions, the Owner shall have no right, title interest and/ or authority to deal with any portion of the proposed building.
- That saves and except allocation mentioned in the 8.3 SCHEDULES- "B" & "C" hereunder, the common areas, facilities and amenities will be jointly possessed by the Owner and the Developer and their heirs and nominees and the Owner and the Developer shall have exclusive right to dispose of their portion in any manner whatsoever.
- 8.4 The Developer being the party of the Second Part shall be at liberty with exclusive right and authority negotiate for sale of units/ floors/flats / car parking spaces together with proportionate share of land excluding the allocations provided for the Owner under Owner's allocation, as mentioned herein before, of the said proposed buildings on the Schedule Property with any prospective buyer/s in course of the construction work of the said buildings at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/ s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer and the Owner herein will have no right and share and will not be entitled to any portion thereof.

For GM infratech Ltd.



Registering Officer CUTTACK

- 8.5 shall Developer be entitled to enter agreement for sale(s) or transfer in respect Developer's allocation on the basis of the Development Agreement and entitled to sign all necessary documents on behalf of the Owner on the basis of registered Development Power of Attorney. However, that such dealing shall not in any manner fastens or creates any financial and legal liability upon the Owner.
- 8.6 The Developer shall execute the Agreement for sale/s, Deed of Conveyance/ s/ Sale Deed in favor of the intending Purchaser/ s of the Developer's allocation of the building on behalf of the Owner, save and except the Owner's allocation, on the strength of the Registered General Power of Attorney, the costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

For GM Infratech Ltd.

ARTICLE-IX: BUILDINGS

- 9.1 The Developer shall at its own costs construct erect and complete the buildings at the Schedule Property in accordance with the sanction plans with such materials and with such specification as are mentioned in the **SCHEDULE-"D"** hereunder written and as may be recommended by the Architect from time to time.
- 9.2 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are inferior to the standard as mentioned Corporation Building rules and specification mentioned hereunder.
- The Developer shall install erect in the said buildings at the Developer's own costs transformer, standard new pump set, water storage tanks, overhead The Developer shall install erect in the said buildings 9.3 reservoirs, lifts, electric wiring fittings and other 5 facilities in each building as are required to be provided in a building having self-contained units/ floors/ flats/ car parking space and constructed for



- sale of units/ floors/ flats/ car parking space/ herein on Ownership basis and as mutually agreed.
- 9.4 The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed buildings it various units/ floors/ flats/ car parking space therein in accordance with the sanction building plan.
- 9.5 All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owner will have no responsibility or liability in this context.
- 9.6 The Developer shall start the buildings phase wise after obtaining sanction of the building plan.

ARTICLE-X: COMMON FACILITIES

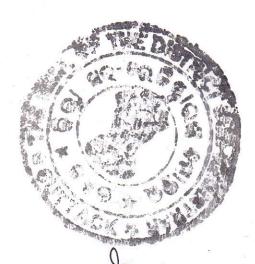
- 10.1 The Developer shall pay and bear all property taxes and other dues and out goings in respect of the buildings accruing due and as and from the date of execution of this Development Agreement subject to handing over peaceful khas possession of the Schedule Property to the Owner.
- 10.2 As soon as the buildings are completed, Developer shall give written notice to the Owner requiring the Owner to take possession of the Owner's allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner's allocations, the said rates to be apportioned pro-rata with reference to the saleable 💆 space in the building if any are levied on the building as a whole.
- 10.3 Any transfer or any part of the Owner's Allocation of the new buildings shall be subject to the other

For GM Infratech Ltd.

Mussell Director

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Motwani Constructions Pvt. Ltd.



Registering Officer CUTTACK

provisions hereof and the respective transferee shall have to be responsible in respect of the space transferred, to pay the said rates and service charges for the common facilities in accordance with

- 10.4 The Owner shall not do any acts deeds or things whereby the Developer shall be prevented from construction and completion of the said building, as per approved plan.
- 10.5 Both the Developer and Owner herein shall enjoy their respective allocations/ portions in the said building forever with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the parties under any circumstances.

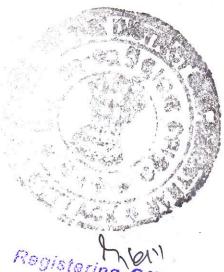
ARTICLE-XI: COMMON RESTRICTION

- 11.1 The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of occupiers of the buildings which shall include as follows: -
- 11.2 Neither party shall use or permit to the use of the respective allocation in the buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity, not to use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the buildings.
- 11.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective any portion thereof or make any allocation or alteration therein without the structural previous consent of the other in this behalf.
- 11.4 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless: -

For GM Infratech Ltd.

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- a. Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.
- b. The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area of each of their respective possession.
- 11.5 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/ or local as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations.
- 11.6 The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/ or the occupiers of the from and the buildings indemnified against consequence of any breach.
- 11.7 Neither party shall do or cause or permit to be done any act or thing which may render void and viable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any such act.
- 11.8 No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the buildings and no hindrance shall be caused in any manner in the free movement or users in the corridors and other places of common use in the building.

For GM Infratech Ltd.



11.10 Either of the parties shall permit other's agents with or without workmen and others at reasonable times to enter into any portion of the each party's allocation and each party thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

For GM Infratech Ltd.

ARTICLE-XII: OWNER'S OBLIGATIONS

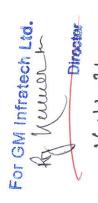
- 12.1 The Owner do hereby agree and covenant with the Developer not to cause interference or any hindrance in the lawful construction of the said buildings at the Schedule Property by the Developer. If any unreasonable interference or hindrance is caused by the Owners or its agents servants representatives causing hindrance or impediment to such construction the Owner will be liable for damages.
- 12.2 The Owner do hereby agreed and covenant with the Developer not to let out, grant, lease mortgage and/ or charge or part with possession of the Schedule Property or any portion thereof before the construction is completed without the consent in writing of the Developer on and from the date of execution of this Agreement.
- 12.3 The Owner herein will have no right, authority and and/ or determine terminate power to agreement within the stipulated period of

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construction and sale of the said buildings, provided there is no violation of the terms and conditions of this agreement. It is recorded herein that the completion period of the proposed building in phase wise by the Developer shall be only 36(THIRTY SIX) months either from the date of obtaining Registration certificate from ORERA. The grace period for completion of project only for 6(Six) months there from.

12.4 The Owner and Developer herein undertake not to create any kind of chares or mortgages including that of equitable mortgage by depositing the title deeds of the Schedule Property/lands or any portion thereof at arty time during the subsistence of this agreement.



ARTICLE-XIII: DEVELOPER'S OBLIGATIONS

13.1 The Developer doth hereby agrees and covenants with the Owner to complete the construction of the building within 36(thirty six) months from the date of obtaining Registration certificate from ORERA. The grace period for completion of the proposed building is only for 6(six) months.

13.2 The Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner are prevented from enjoying selling assigning and/ or disposing of any of the Owner's allocations in the building/s at the Schedule Property.

- 13.3 The Developer do hereby agree and covenant with the Owner not to transfer and/ or assign the benefits of this agreement or any portion falling on the land owner share thereof to any party or parties without the consent in writing of the Owner.
- 13.4 The Developer hereby agrees covenants with the Owner not to violet or contravenes any of the

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provisions or rules applicable to the construction of the said building.

- 13.5 The Developer hereby agrees and covenants with the Owner not to part with possession of the Owner's Allocation or any portion thereof to any third party as agreed upon but the Developer may deliver or part with possession of its allocated portion to any one, may enter into agreement with party or parties for transfer of any part of its allocated portion in the constructed buildings to be erected upon the Schedule Property.
- 13.6 The Developer hereby agrees and covenants with the Owner that the Developer shall procure the completion certificate from the concerned authority.
- 13.7 The Developer shall not take any loan from the bank or financial institution creating charge over the Schedule Property as equitable mortgage or in any manner whatsoever.
- 13.8 The Developer shall not in any matter whatsoever change its constitution, its registered office, its name during the persistence of the present agreement. The shareholders of the Developer shall not dilute/transfer/sell/encumber any of their personal shareholding of and in the Developer company, effecting thereby a substantial change in the management of the developer company during the persistence of this present agreement.
- 13.9 The Developer shall not assign the agreement to any other third party without the written consent of the Owner.
- 13.10 The Developer at its own cost and expenses do the following:
 - a. To obtain sanction of the building plan from the CUTTACK DEVELOPMENT

For GM Infratech Ltd.

For Motwani Constructions Put. Ltd.

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AUTHORITY(CDA) and complete the construction of project as per Sanction Plan of CUTTACK DEVELOPMENT AUTHORITY(CDA)

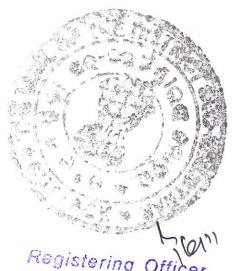
- b. To obtain No Objection certificate all from the authorities as required.
- c. To bear all the government, local bodies, semi government bodies, local panchayats taxes levies and dues those will be imposed by such authorities time to time during persistence of this present agreement.
- d. The Goods & Service Tax (GST) as shall be payable towards construction and completion of all the buildings blocks and related facilities/amenities thereof in the Schedule Property.

ARTICLE-XIV: OWNERS' INDEMNITY

14.1 The Owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances on the part of the Owner, provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.

For GM Infratech Ltd

For Motwani Constructions Pvt. Ltd



ARTICLE-XV: DEVELOPER'S INDEMNITY

- 15.1 The Developer hereby undertakes to keep the Owner indemnified against all third-party claims and actions arising out of any sort of act or accident or omission or commission of the Developer in relation to the making of construction of the said building and the Developer also fully responsible for any defective construction due to inferiority of the materials and other patent defects thereto.
- 15.2 The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the Schedule Property and/ or in the matter of construction of the said building and/ or for any defect therein.

ARTICLE-XVI: MISCELLANEOUS

- 16.1 The Owner and the Developer have entered into the Agreement purely as a contract on the basis of this Development agreement and under any circumstances this shall not be treated as partnership and/ or Associations of persons in between the Owner and the Developer.
- 16.2 Immediately after possession of Property, be given by the Owner, the Developer shall be entitled to start construction of the said building at the Schedule Property in accordance with the sanctioned building plan.
- 16.3 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions suits proceedings costs charges and expenses in respect thereof.
- 16.4 The Developer and the Owner shall mutually frame scheme for the management and administration of

For GM Infratech Ltd.

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DIRECTOR



Registering Officer CUTTACK

the said building and/ or common parts hereof, the Owner and the Developer hereby agree to abide by all the rules and regulations to be framed by any society/ association /holding/organization and/ or any other organization who will be in charge of such management of the affairs of the building and/ or parts thereof and hereby give their consent to abide by such rules and regulations, it is made clear that the Owner of the respective units shall maintain the said building, after handover to the prospective buyers by the possession Developer.

- 16.5 As and from the date of completion of the buildings the Developer and/ or its transferees and the Owner and/ or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes maintenance charges payable in respect of their respective spaces.
- 16.6 The proposed building to be constructed by the Developer and shall be made in accordance with the specifications more fully and particularly mentioned and described in the **SCHEDULE "D"** hereunder written.

ARTICLE- XVII: FORCE MAJEURE

- 17.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objections prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".
- 17.2 "Force MaJeure" shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, political disturbances and/ or any other act or commission beyond the control of the parties hereto.

ARTICLE XVIII: PENAL CLAUSE

18.1 If the Developer fails to complete the buildings within the stipulated period in terms of Clause For GM Infratech Ltd

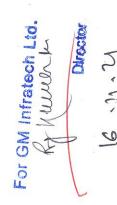
For Motwani Constructions Pvt. Ltd.



No.13.1 then they will pay a sum of Rs. 2,50,000/-per month as liquidated damages to the Owner till completion of the proposed building subject to the provisions as stated in clause 12.3 written hereinabove.

ARTICLE XIX: JURISDICTION

19.1 The Courts (Civil & Criminal) of Bhubaneswar shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto after failure of all mutual settlement among them.



THE SCHEDULE "A" ABOVE REFERRED TO (Description of the Schedule Property)

All that piece of parcel of land measure **Total Area Acres. 1.76.3** Kadi situated in, Dist- Cuttack, P.S: Sub Registrar office and Tahasil-Cuttack Sadar. P.S. No.45, Tahasil No. 273, Mouza: Nuahat, Kisam:-Gharabari, Status- Stithiban. 1. Mutation Khata No. 498/511, Plot No-1250/2114, Mula Khata No.498/110 and mula plot no 1250, , Area Ac1.09 decs, 2. Mutation Khata No.498/320, Plot No-1247/1984, Mula Khata No.234, Area Ac. 0.08 decs. 3. Mutation Khata No.498/321, Plot No- 1259/1985, Area Ac. 0.03.3 Kadi and Plot No-1251/1986, Area Ac. 0.53 decs, Total Area Ac. 0.56.3 Kadi 4. Plot No-1260/2326, Mula Khata Mutation Khata No.498/732, No.498/61 and mula plot no 1260/1513, Area Ac. 0.03 decs, totalling to One Mouza, Four Khata and Five Plots, ad measuring a total area of Acres. 1.76.3 Kadi, together with all right of easements, common facilities and amenities annexed thereto, which is butted and bounded:-

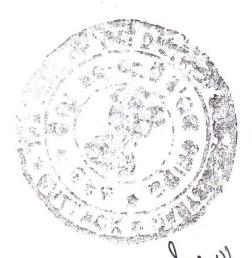


THE SCHEDULE "B" ABOVE REFERRED TO

(Owner's Allocatin)

Land Owner's Flats towards his 30% share

	SI No	BLOCK NO	Floor	Flat	FLAT TYPE	CARPET AREA		CONSTRUCTION AREA(INCLUDING COMMON AREA)
--	-------	-------------	-------	------	--------------	----------------	--	--



1	A1	1ST	102	звнк	95.75	115.35	157.09		
2	A1	2ND	202	ЗВНК	95.75	115.35	157.09		
3	A1	3RD	301	ЗВНК	95.75	115.35	157.09		
4	A1	3RD	303	ЗВНК	95.75	115.35	157.09		
5	A1	4TH	404	ЗВНК	95.75	115.35	157.09		
6	A1	6ТН	604	ЗВНК	95.75	115.35	157.09		
7	A1	7TH	703	ЗВНК	95.75	115.35	157.09	70	
8	A1	7TH	704	ЗВНК	95.75	115.35	157.09		
9	A1	9TH	903	ЗВНК	95.75	115.35	157.09	Person	
10	A1	10TH	1002	ЗВНК	95.75	115.35	157.09	के इंते-	
11	A1	10TH	1004	ЗВНК	95.75	115.35	157.09	Minus 1	
12	A2	1ST	103	ЗВНК	95.75	115.35	157.09		
13	A2	2ND	203	ЗВНК	95.75	115.35		5	
14	A2	3RD	302	ЗВНК	95.75	115.35	157.09	5	
15	A2	4TH	401	ЗВНК	95.75	115.35	157.09	7	
16	A2	4TH	404	ЗВНК	95.75	115.35	157.09		
17	A2	5TH	502	ЗВНК	95.75	115.35	157.09		
18	A2	6ТН	603	ЗВНК	95.75	115.35	157.09		
19	A2	7TH	702	ЗВНК	95.75	115.35	157.09		
20	A2	8TH	801	ЗВНК	95.75	115.35	157.09	3 2 6	
21	A2	9TH	901	ЗВНК	95.75	115.35	157.09	PAT SON	
22	A2	9TH	904	ЗВНК	95.75	115.35	157.09		
23	A2	10TH	1004	ЗВНК	95.75	115.35	157.09	1 2 9	
24	A3	1ST	101	ЗВНК	95.75	115.35	157.09	twani Consi	
25	A3	2ND	202	ЗВНК	95.75	115.35	157.09	of wani	
26	А3	3RD	303	звнк	95.75	115.35	157.09		
27	А3	4TH	404	ЗВНК	95.75	115.35	157.09	i j di	
28	A3	5TH	503	ЗВНК	95.75	115.35	157.09	\$ 55	
29	A3	6ТН	601	ЗВНК	95.75	115.35	157.09	Sono	
30	A3	6ТН	604	ЗВНК	95.75	115.35	157.09	/ 1	
31	A3	7TH	704	ЗВНК	95.75	115.35	157.09	2 2	
32	A3	8TH	803	ЗВНК	95.75	115.35	157.09	1542	
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33 A3 **3BHK** 115.35 9TH 902 95.75 157.09 1001 **3BHK** 95.75 115.35 157.09 34 **A3 10TH** 1002 **3BHK** 95.75 115.35 157.09 **A3 10TH** 35 35 TOTAL 3351.25 4037.25 5498.15 UNITS

> That, the area shown in the above chart is the share of the land owner i.e 35 units out of 115 total units along with 35 nos of parking spaces. The carpet area is coming 3351.25 sq.mtr, Buildup area of 4037.25 and CONSTRUCTION **AREA(INCLUDING** sq.mtr COMMON AREA) of 5498.15 sq.mtr . Whereas the 30% of the approved carpet area is 3305.1 sq.mt i.e. the area allotted is more by 46.15 sq. mtr.

On completion of the proposed building in all respect by the Developer at its own cost and expenses, in lieu of the land of the Schedule Property, the Developer shall handover to the Owner 30% constructed area of the proposed buildings to be constructed upon the Schedule Property together with undivided proportionate share of land including all right of easements, facilities amenities annexed to the proposed building.

THE SCHEDULE "C" ABOVE REFERRED TO (Developer's Allocation)

DEVELOPER Flats towards his 70% share

SI No	BLOCK NO	Floor	Flat	FLAT TYPE	CARPET AREA	Built up area in sqmtr	CONSTRUCTION AREA(INCLUDING COMMON AREA)
1	A1	1ST	103	звнк	95.75	115.35	157.09



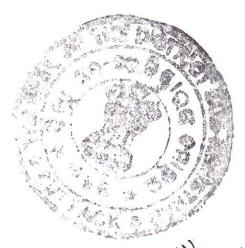
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2	A1	2ND	201	ЗВНК	95.75	115.35	157.09
3	A1	2ND	203	ЗВНК	95.75	115.35	157.09
4	A1	2ND	204	ЗВНК	95.75	115.35	157.09
5	A1	3RD	302	ЗВНК	95.75	115.35	157.09
6	A1	3RD	304	ЗВНК	95.75	115.35	157.09
7	A1	4TH	401	ЗВНК	95.75	115.35	157.09
8	A1	4TH	402	ЗВНК	95.75	115.35	157.09
9	A1	4TH	403	ЗВНК	95.75	115.35	157.09
10	A1	5TH	501	ЗВНК	95.75	115.35	157.09
11	A1 -	5TH	502	ЗВНК	95.75	115.35	157.09
12	A1	5TH	503	ЗВНК	95.75	115.35	157.09
13	A1	5TH	504	ЗВНК	95.75	115.35	157.09
14	A1	6ТН	601	ЗВНК	95.75	115.35	157.09
15	A1	6ТН	602	ЗВНК	95.75	115.35	157.09
16	A1	6ТН	603	ЗВНК	95.75	115.35	157.09
17	A1	7TH	701	ЗВНК	95.75	115.35	157.09
18	A1	7TH	702	ЗВНК	95.75	115.35	157.09
19	A1	8TH	801	звнк	95.75	115.35	157.09
20	A1	8TH	802	ЗВНК	95.75	115.35	157.09
21	A1	8TH	803	ЗВНК	95.75	115.35	157.09
22	A1	8TH	804	звнк	95.75	115.35	157.09
23	A1	9TH	901	ЗВНК	95.75	115.35	157.09
24	A1	9TH	902	ЗВНК	95.75	115.35	157.09
25	A1	9TH	904	ЗВНК	95.75	115.35	157.09
26	A1	10TH	1001	ЗВНК	95.75	115.35	157.09
27	A1	10TH	1003	ЗВНК	95.75	115.35	157.09
28	A2	1ST	101	ЗВНК	95.75	115.35	157.09
29	A2	1ST	102	звнк	95.75	115.35	157.09
30	A2	2ND	201	ЗВНК	95.75	115.35	157.09
31	A2	2ND	202	звнк	95.75	115.35	157.09
32	A2	2ND	204	звнк	95.75	115.35	157.09
33	A2	3RD	301	ЗВНК	95.75	115.35	157.09
		0-30-003		Company of the Compan	A STATE OF THE STA		1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -

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34	A2	3RD	303	ЗВНК	95.75	115.35	157.09
35	A2	3RD	304	ЗВНК	95.75	115.35	157.09
36	A2	4TH	402	ЗВНК	95.75	115.35	157.09
37	A2	4TH	403	ЗВНК	95.75	115.35	157.09
38	A2	5TH	501	ЗВНК	95.75	115.35	157.09
39	A2	5TH	503	ЗВНК	95.75	115.35	157.09
40	A2	5TH	504	ЗВНК	95.75	115.35	157.09
41	A2	6ТН	601	ЗВНК	95.75	115.35	157.09
42	A2	6ТН	602	ЗВНК	95.75	115.35	157.09
43	A2 -	бТН	604	ЗВНК	95.75	115.35	157.09
44	A2	7TH	701	ЗВНК	95.75	115.35	157.09
45	A2	7TH	703	ЗВНК	95.75	115.35	157.09
46	A2	7TH	704	ЗВНК	95.75	115.35	157.09
47	A2	8TH	802	ЗВНК	95.75	115.35	157.09
48	A2	8TH	803	ЗВНК	95.75	115.35	157.09
49	A2	8TH	804	ЗВНК	95.75	115.35	157.09
50	A2	9TH	902	ЗВНК	95.75	115.35	157.09
51	A2	9ТН	903	ЗВНК	95.75	115.35	157.09
52	A2	10TH	1001	ЗВНК	95.75	115.35	157.09
53	A2	10TH	1002	ЗВНК	95.75	115.35	157.09
54	A2	10TH	1003	ЗВНК	95.75	115.35	157.09
55	A3	1ST	102	3ВНК	95.75	115.35	157.09
56	A3	2ND	201	ЗВНК	95.75	115.35	157.09
57	A3	2ND	203	ЗВНК	95.75	115.35	157.09
58	A3	2ND	204	ЗВНК	95.75	115.35	157.09
59	A3	3RD	301	ЗВНК	95.75	115.35	157.09
60	A3	3RD	302	звнк	95.75	115.35	157.09
61	A3	3RD	304	ЗВНК	95.75	115.35	157.09
62	А3	4TH	401	ЗВНК	95.75	115.35	157.09
63	A3	4TH	402	ЗВНК	95.75	115.35	157.09
64	А3	4TH	403	звнк	95.75	115.35	157.09
65	А3	5TH	501	звнк	95.75	115.35	157.09

For Motivani Constructions Put. Ltd.

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66	A3	5TH	502	ЗВНК	95.75	115.35	157.09
67	А3	5TH	504	ЗВНК	95.75	115.35	157.09
68	A3	6ТН	602	звнк	95.75	115.35	157.09
69	A3	6ТН	603	звнк	95.75	115.35	157.09
70	A3	7TH	701	ЗВНК	95.75	115.35	157.09
71	A3	7TH	702	звнк	95.75	115.35	157.09
72	A3	7TH	703	ЗВНК	95.75	115.35	157.09
73	A3	8 7 H	801	ЗВНК	95.75	115.35	157.09
74	A3	НТ8	802	ЗВНК	95.75	115.35	157.09
75	A3 -	8TH	804	ЗВНК	95.75	115.35	157.09
76	А3	9ТН	901	ЗВНК	95.75	115.35	157.09
77	A3	9ТН	903	ЗВНК	95.75	115.35	157.09
78	A3	9ТН	904	ЗВНК	95.75	115.35	157.09
79	А3	10TH	1003	ЗВНК	95.75	115.35	157.09
80	А3	10TH	1004	ЗВНК	95.75	115.35	157.09
	16 16	TOTAL	80 UNITS	5 0	7660	9228	12567.2

That, the area shown in the above chart is the share of the developer i.e 80 units out of total 115 units with 80 nos of parking space. Whereas the carpet area allotted as above is 7660 sq. mtr., Build up area 0f 9228 sq.mtr and CONSTRUCTION AREA(INCLUDING COMMON AREA) of 5498.15 sq.mtr.

Save and except Owner's Allocations mentioned in SCHEDULE-"B" herein above, the Developer is entitled to get the remaining 70% constructed area of the proposed buildings together with all easement rights, facilities and amenities annexed to the proposed building along with undivided impartible proportionate share of the land underneath as per sanction plan sanctioned by the CUTTACK DEVELOPMENT AUTHORITY (CDA) vide approval no-10651/CDA dated 03/11/2021 upon the land mentioned in the SCHEDULE "A" premises as hereinabove mentioned.

For GM Infratech Ltd.

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THE SCHEDULE "D" ABOVE REFERRED TO (Specification)

Amenities & Specifications:

> R.C.C. frame structure with columns & beams.

Walls of 1st. class Bricks & plastering with rich cement mortar, interior wall finish with plaster of parish and external wall finish with attractive cement paint.

- > Flooring :All floor will be fitted with verified floor tiles with 4" dado.
- ➤ **Kitchen**: Cooking platform with built-in sink of granite. Glazed tile up to 2 feet height above the cooking platform. One exhaust fan point and one grinder / water purifier point.
- ➤ <u>Bath -cum-Toilets</u>: Flooring of antiskid tiles, glazed wall tiles up to 7 feet height. C.P. fittings of reputed brand. Sanitary fittings of Hindware/American standard/Jaguar or equivalent.
- > One geyser point, will be given in all the toilets.

> Doors & Windows:

- a. Main door with both side teak laminations with salwood choukath.
- b. Inner doors of flush ply wood.
- c. All windows of powder aluminium with glass along with safety grill.
- d. Quality hardware fittings.
- ➤ **Electrical Works**: Concealed copper wiring network and electrical fittings of good quality, with MCB (Miniature circuit breaker) in each Flat / House.
- > One telephone point, one cable T.V. point in master bed room and living rooms, T.V. point also in the hall or drawing and dining room & one calling bell point in each flat/house.

Facilities:

or GM Infratech Ltd.

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- > 24 hours water supply from deep bore well through overhead R.C.C. water reservoir.
- > Stand-by generator for common area lighting & water supply.
- > Community Room, Watchman Room, Common Toilet.
- > Electricity connection with individual meters from the concerned department is availed.

> Sewerage & waste disposal will be done by septic tank & soak pit. ME the boin banties Redistation a gensobusent bomer A01-392106896 fratech Ltd. DIRECTOR Director For Motwani Constructions Put. Ltd



IN WITNESS WHEREOF the PARTIES have put their respective hands on this day, month and year first above written

Witnesses:

1. pinabanany Sanoo 40 - Mailorn en Sanoo

For GM Infratech Ltd.

ATIPO-TUNINHINA, Balipalana SIGNATURE OF THE OWNER

(First Part)

16/1/12/

For Motwani Constructions Pvt. Ltc.

Monos Motwar DIRECTOR

English on Selver SIGNATURE OF THE DEVELOPER (Second Part)

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