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L.F. 9 of Bidyut Lata Mohanty
Adv. 13/8/18
03.08.18

L.F. 9 of Anupam Mohanty
Adv. 12/8/18
03.08.18

AGREEMENT FOR DEVELOPMENT OF LAND

This deed of Agreement for Development is made on this 3rd day of August 2018 at Bhubaneswar.

Between

- 1. **Bidyut Lata Mohanty**, aged about 75 years, W/o-Late Apurba Kumar Mohanty, Aadhar No-8475 8996 4309, PAN No:- ARWPM8301P,
- 2. **Anupam Mohanty**, aged about 48 years, Aadhar No-9406 6354 6258,
- 3. **Anubinda Mohanty**, aged about

L.F. 9 of Bidyut Lata Mohanty Adv. 13/8/18

Anupam Mohanty Adv. 12/8/18

Anubinda Mohanty Adv. 07.08.2018

Anubinda Mohanty



For UTKAL BUILDERS LTD.
Shaxod Band
Director

Pandab Raut

2/330
2/8/18

Shraw Daid

Salup ram

5000

DISTRICT PRO...
Bhubaneswar
31 JUL 2018

J. Baral
Stamp Vendor
S.R. K. ... In, BBSR

Shraw Daid





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



Lt. of

Arundhata Mohanty
03.08.2018
Date 03.08.18

Lt. of

Anurag Mohanty
03.08.18
Date 03.08.18

47 years, Aadhar No-3355 3902 4699, **4. Anurag Mohanty**, aged about 45 years, Aadhar No-8226 2670 7445, Sl. No. 2 to 4 all are son of Late Apurba Kumar Mohanty resident of At-N2/120, IRC Village, Po/Ps-Nayapalli, Bhubaneswar- 751015, Dist-Khurda, **5. Asima Mohanty**, aged about 54 years, W/o- Dr. Pradeep Kumar Das, Aadhar No-6875 7059 5105, Permanent resident of At-N2/120, IRC Village, Po/Ps-Nayapalli, Bhubaneswar- 751015, Dist-Khurda, **6. Archana Mohanty @ Patnaik**, aged about 52 years, W/o- Jyotindra Kumar Patnaik, Aadhar No-3336 3611 5781, resident of At-N2/120, IRC Village, Po/Ps-Nayapalli, Bhubaneswar- 751015, Dist-Khurda, **7. Anjana Mohanty**, aged about 50 years, W/o-Prajwal Kumar Mohanty, Aadhar No-3489 6910 7625, resident of At-N2/120, IRC Village, Po/Ps-Nayapalli, Bhubaneswar- 751015, Dist-Khurda. Sl. No. 5 to 7 all are D/o-Late Apurba Kumar Mohanty, (Hereinafter called as

Lt. of Pradyut Lata

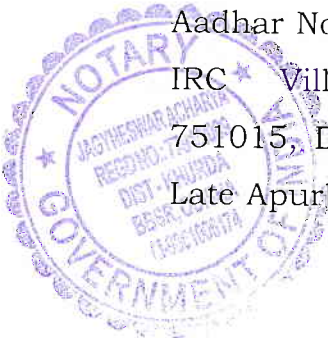


Mohanty

Pradyut Lata Mohanty
03.08.18
Date 03.08.18
Archana Mohanty @ Patnaik
Anjana Mohanty

Arundhata Mohanty
03.08.2018

Anurag Mohanty



For UTKAL BUILDERS LTD.
Shared v3e-d
Director



1. S/o of
Asima Mohanty

Attn: [Signature]
Dt 03.08.18



S/o of

Archana Mohanty @ Patnain

Attn: [Signature]
Dt 03.08.18

S/o of
Bridgetulata
Mohanty

Attn: [Signature] Asima Mohanty
Archana Mohanty @ Patnain
Anjana Mohanty

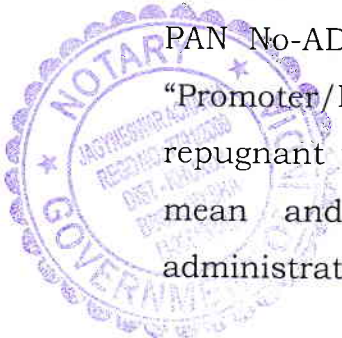
Attn: [Signature] Archana Mohanty
03.08.2018

Ananya Mohanty

Land Owners/First Parties which expression unless excluded by or repugnant to the subject or context shall deem to mean and include their legal heirs, representatives, successors, administrators, executors, agents and assigns) hereinafter called the owner of the **FIRST PART.**

AND

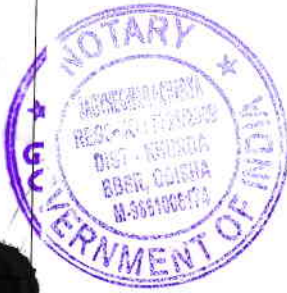
M/S UTKAL BUILDERS LIMITED, a company registered under companies Act, 1956 and having its Registered Office at 777, Saheed Nagar, Bhubaneswar-751007, represented through it's Managing Director **Sharad Baid**, aged about 41 years, S/o-Bhanwar Lal Baid, By Cast: Oswal, By Profession: Business, Aadhar No. 6393 3855 0025, PAN No-ADEPB3155G, (Hereinafter referred to as "Promoter/Developer" which expression unless repugnant to the context or meaning thereof shall mean and include its successors, executors, administrators and assigns) of the **SECOND PART.**



Pandab Raut

For UTKAL BUILDERS LTD.
[Signature] Sharad v Baid
Director

2/18/18
Jagyneshwar Acharya
Notary Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
Mob: 9851006174



G.O of

Anjana Mohanty

For
Achr 12/18
Dt 03.08.18



G.O of

Shreed v Bared

For
Achr 12/18
Dt 03.08.18

Jagmeewar Acharya
Notary Govt. of India
Odisha, BSK, Dist-Khurda
NO Regd. No. - 7791/2009
Mob. - 9861006174

Asirica Mohanty
Arkhana Mohanty
Anjana Mohanty

WHEREAS, the First Parties are absolute owners of property under Mouza-Patrapada, Mutation Khata No-703/1222, Plot No.-336/2764, Area-Ac.01.485 decimals (i.e., Ac.0.400 decimals +Ac.01.085decimals), under P.S-Khandagiri, District-Khurda, which details described below as suit schedule property and all are jointly enjoying the same peacefully uninterruptly.

For
Achr 12/18
Dt 03.08.18



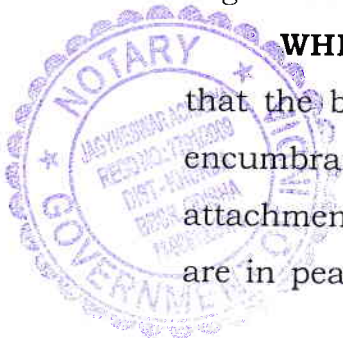
Asirica Mohanty
Achr 12/18
Dt 03.08.18

Arkhana Mohanty
03.08.2018

Anjana Mohanty

WHEREAS, originally the suit schedule property was recorded in the name of Late Apurba Kumar Mohanty who died on dated 27.07.14 vide Death Certificate No-21593PH/VS. and after his holy demises the First Parties are legal heirs vide Legal Heir Certificate Misc. Case No. 606/14.

WHEREAS, the First Parties hereby declared that the below mentioned property is free from all encumbrances, litigation, disputes, lines, attachments and charges etc. and the First Parties are in peaceful possession over the below property



Pandab Rout

For UTKAL BUILDERS LTD.

Shreed v Bared

Director

Jagjyeeswar Acharya
Notary Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
Mob. : 9891006174

having all rights, titles and interest and etc. in any manner whatsoever.

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

WHEREAS, the Second Party/Developer/Builder approached the First parties (Land Owners) to construct a multistoried building (Residential & Commercial) over below schedule property and accordingly First Parties agreed with this proposal and has agreed to grant exclusive right of development of the scheduled land to the second party (Developer) in order to raise a building complex on and over the said land with an assurance not to enter for such development or to transact with others within the given time.

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

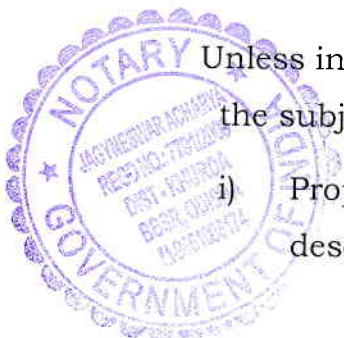
ARTICLE-1(DEFINITION):-

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

- i) Property shall mean the entire land as described in the schedule appended hereto.

Pandab Reet

At. S. of Pradyut Laha
Mohananty P. S. Mohanty
A. S. Mohanty
Archana Mohanty
Anjana Mohanty
Anurag Mohanty
Arundha Mohanty
03.08.2018
Anurag Mohanty



For UTKAL BUILDERS LTD.
Shreed v Dard
Director

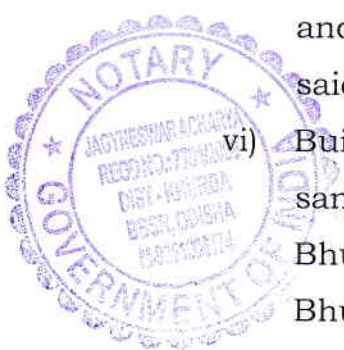

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Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
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- ii) Building shall mean the building to be constructed/erected over the said property as per Bhubaneswar Development Authority's approved plan or Bhubaneswar Municipal Corporation & approval of ORERA authority.
- iii) Owners Bidyut Lata Mohanty, Anupam Mohanty, Anubinda Mohanty, Anurag Mohanty, Asima Mohanty, Archana Mohanty & Anjana Mohanty shall include their successors, heirs, legal representatives and assigns etc.
- iv) Developer M/S UTKAL BUILDERS LIMITED shall include it's Managing Director, Directors Successors, Executors, Administrators and assigns etc.
- v) Common facilities shall mean and include corridors, common passage, stair case, roof, equipments and accessories provided in the building, motor pumps, electrical installations etc. and other facilities required whatsoever for maintenance and/or management of the said building and enjoyment of various portions of the said building.
- vi) Building Plan shall mean the plan to be sanctioned and approved by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation

List of Bridget Lata Mohanty
Anupam Mohanty
Anubinda Mohanty
Anurag Mohanty
Asima Mohanty
Archana Mohanty
Anjana Mohanty
03.08.2018



Anupam Mohanty



For UTKAL BUILDERS LTD.
Sharad - 30-8
Director

Jagdishwar Acharya
Notary Public, of India
Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
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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).

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

Aseem Mohanty
Archana Mohanty
Anjana Mohanty

15.9 of Pradyum Lata
Mohanty
Anupam Mohanty

Archana Mohanty
03.08.2018

Anjana Mohanty

ARTICLE-2(COMMENCEMENT):-

This Agreement for Development shall commence on 3rd August 2018 at Bhubaneswar.

ARTICLE-3 (CONSTRUCTION):-

- i) **That,** 2nd Party (The Developer) agreed to develop the said property at their own risk, cost and expenses and with their own resources after they obtain the requisite permissions, sanction and approvals from authorities concerned and thereafter to construct thereon the proposed building(s). The First Parties(The Land



FORUTKAL BUILDERS LTD.
Shreed - 3 - a - d
Director

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Jagyneshwar Acharya
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Odisha, B-55R, Dist-Khurda
Regd. No. - 7791/2009
Mob. : 9861006174

owners)agreed in accordance with this agreement, to place the physically and actual vacant possession of the said property and to grant exclusive right of development of scheduled land by submitting building plan(s) before the authorities and obtain requisite permission, sanction and approvals for developments, construction and completion of the proposed project with the signing of this Agreement with prior consultation and consent of 1st parties (Land Owners) or their authorized representatives.

ii) **That,** the building plan will be in accordance with the rules and regulations laid down by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation & the ORERA authority. The building shall be of first class construction based on the specifications conforming to BIS code of civil engineering practice and as per approved drawing.

iii) **That,** the developer/2nd Party at their own risk, cost and expenses shall apply to the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation & ORERA for the requisite clearance,

Aseena Mohanty
Archana Mohanty @ Archana
Anjana Mohanty

1st party of right of late Mohanty

Anupam Mohanty

Archana Mohanty Mohanty

03.08.18

Ananya Mohanty

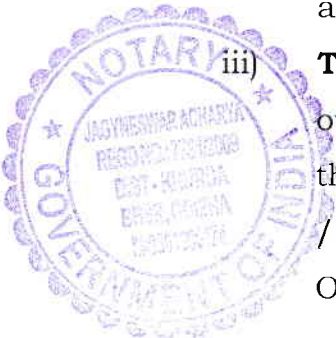


03.08.18

For UTKAL BUILDERS LTD.

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Director



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Notary Govt. of Odisha
Odisha, BBSR, Bhubaneswar-Khurda
Reg. No. - 7791/2009
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permission to construct/erect super structure on the said plot, the project building in accordance with the zonal plans in force for the said area.

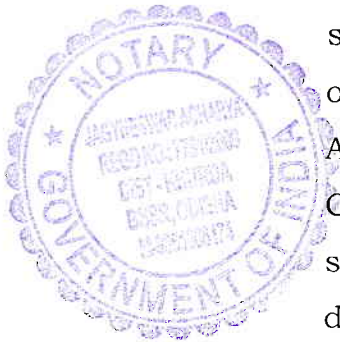
iv) **That,** it shall be the responsibility of the Developer/2nd Party to submit, pursue and follow-up the plan to be sanctioned by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation.

a) All expenses/charges incurred in respect of approval/sanction or modification and/or alteration of the sanctioned plan and for any revised plan to be submitted for approval/sanction be on account of 2nd Party/Developer/Promoter.

b) The requisite fees for sanction of the plan(s) shall be borne by the Developer/Promoter.

c) To expedite sanction of such plan or plans shall be the responsibility of the developer/promoter.

v) **That,** the 2nd Party/developer/promoter shall forthwith on obtaining the approval of plan form Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and after obtaining all statutory clearances from concern departments including ORERA shall start



U.F. 9 of Pradyut Leta Mohanty

Asima Mohanty
Arkhana Mohanty@Patnaik
Arjana Mohanty

Anurag Mohanty
Aradhana Mohanty
03.08.2018

Anurag Mohanty



For UTKAL BUILDERS LTD.
Sharad v3a-d
Director

Pandab Reet

Jagyneshwar Acharya
Notary Public of India
Odisha, Bhubaneswar, Dist-Khurda
Regd. No. - 7791/2009
Mob. : 9894006174

construction over the said property in a substantial and workman like manner in accordance with the plans, specification and elevations to be sanctioned by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation including any amendment, modification or variation or alteration to the said plans and specification which may be made by the 2nd Party/developer/promoter with prior consultation and consent of 1st Parties (Land Owners).

vi) **That,** the said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the 2nd Party/developer/promoter and/or their agents.

vii) **That,** the 2nd Party/developer/promoter shall comply with the requirements and requisition of the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and/or other local authorities as the case may be relating to the construction of the said building on the said property and shall obtain necessary approvals from the authorities concerned as and when required.

Asima Mohanty
Archana Mohanty
Anjana Mohanty

U.S. of Bridget Kate Mohanty
Anupam Mohanty
Anurupa Mohanty
03.08.2018
Anurupa Mohanty



For UTKAL BUILDERS LTD.
Shanod v3a-2
Dtd 03.08.18

Director



Pandab Raut

viii) **That,** the 2nd Party/developer/promoter shall make their best endeavors to complete/finish the said building in all respects so as to benefit for occupation/habitation within 30 (Thirty) months + 6 (Six) months grace period from the date of signing of this agreement after obtaining necessary approvals from BDA/BMC/ORERA and in no case the completion of the project shall extend beyond 48 (Forty eight) months from date of this agreement without fail unless the time for the subject purpose is extended by mutual consent of parties.

ix) **That,** in the event the completion of the project spills over the stipulated 48 months period due to any reason, the developer shall pay rent the owner sqft. @ Rs.7/- for commercial space & sqft. @ Rs.5/- for residential space per month failing to the share of the owner as per the supplementary agreement till the building is completed in all respects. Thereafter the second party/developer will apply & obtain completion certificate from the BDA. It is further agreed between the parties that in the event the Second Party failed to start construction over below schedule property as per the approved plan and design in

17.9 of Bridget Lake Mohanty

Aseena Mohanty
Archana Mohanty
Anjana Mohanty

For UTKAL BUILDERS LTD.
Date: 02.08.18
03.08.2018

Arany Mohanty

Director



Pandab Raut

Jagdish Chandra
 Jagdish Chandra Acharya
 Notary Public of India
 Odisha, BBSR, Dist-Khurda
 Regd. No. - 7791/2009
 Mob. : 9861006174

terms of schedule of construction within a period of 24(Twenty four)months from the date of agreement and General Power of Attorney for development of schedule land, then this agreement and the power of Attorney given by 1st parties (The Land Owners) to 2nd party(The Developer) for the purpose of development of schedule land shall be treated as null and void rendered by issue of notice by the First Parties (Owners) to the Second Party (Builder) and the contract shall be treated as closed.

x) **That,** it is further agreed by the parties that inconsideration of the owner /first parties having accepted the scheme of the developer, the owners/first parties have appointed the developer for developing his land. The first parties further agrees and accord consent in favour the second party/developer to undertake to such development of adjoining plots of others if opted and adjoin the same lawfully and can merge the said adjoining plots with this scheme for development.

Asima Mohanty
 Archana Mohanty
 Anjana Mohanty

L.P. of Pradyut Lata Mohanty
Anshu Mohanty
Arundha Mohanty
 03.08.2018
 Anny Mohanty



For UTKAL BUILDERS LTD.
Shreed v Bera
 Director



ARTICLE-4 (OWNER OBLIGATIONS):-

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

Pandab Raut

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

1. **That**, the Owners/First Parties shall execute and register one General Power of Attorney in favor of the second party granting right of development of the entire schedule property exclusively by delivering all power for preparing and submitting necessary building plan before the BDA/BMC/RERA and to obtain no objection certificates from all concerned authorities for construction of building, sale of the flats with proportionate undivided rights, title and interest of the schedule properties in respect of developer's share/allotment of the flats(as per the supplementary agreement) and other requirements. The second party, however, takes all the liability and responsibility for getting the approval of building plan from the BDA/BMC/RERA and other relevant authorities concerned and shall spend all necessary expenses for the same. The owners shall give necessary co-operation from time to time if required.

2. **That**, the First Parties hereby declare and undertake that they shall hand over physical possession of the schedule property to the second party on the date of execution of this deed.

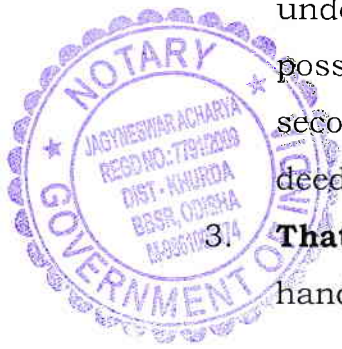
That, the land Owners/First Parties shall hand over copies of all relevant original

Alciana Mohanty
Arbana Mohanty@petraoil
Anjana Mohanty

L.F. 9-06 Aridgut late Mohanty

Arjun Mohanty
Adm. 12/11/18
Dt 03.08.18 Anuraj Mohanty
03.08.2018

Anny Mohanty



For UTKAL BUILDERS LTD

Shreed 130
Director

Pandab Raut


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

document/title deeds/permissions/lease deed/ conveyance deed relating and other deeds to the schedule property to the second party as required.

4. **That,** it is specifically agreed by the parties hereto that the Owners/First Parties shall agree to grant exclusive right of Development of the schedule property in favour of the second party/ developer who also agrees to obtain /receive the said exclusive right of development of the entire schedule property. Accordingly the parties hereto decide to determine the respective proportionate share of the building as 40% of super built up and saleable area allotted in favour of First Parties (The Owners) and 60% of super built of area and salable area allotted in favour of second party(The developer) which will be allotted floor wise in proportionate manner(40:60) in each residential and commercial/office complex vide a supplementary agreement after approval of building plan and substantial progression of construction but before stipulated 30 months from the date of agreement given for approval and completion of construction of residential and commercial buildings on schedule property. The right to use the parking over the schedule property shall be

Aseema Mohanty
Archana Mohanty
Anjana Mohanty

LT. 9 of Bidhyut Lata Mohanty



Anurag Mohanty
Dt 03.08.18

Anurag Mohanty

03.08.2018

Anurag Mohanty



For UTKAL BUILDERS LTD:

Shreedhar Utkal
Director

Jagdishwar Acharya
 Notary Government of India
 Odisha, BBSR, Dist-Khurda
 Regd. No. - 7791/2009
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allotted by the second party/developer after end of construction of project with all amenities.

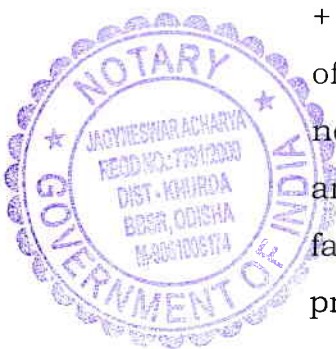
5. **That,** the First Parties shall execute a Regd. Power of Attorney in favour of the second party delivering all powers for development of entire schedule property with apartment by proper approval from BDA/BMC/RERA among which the developer/second party can sale their share i.e. 60% of super built of area of construction with proportionate undivided right, title & interest of the schedule property after signing of supplementary agreement as stated in Cl. No.4 above. Upon execution of such power of attorney and soon after the second party/builder/developer obtain necessary permissions from necessary authorities will start construction of the project building over the schedule property without fail.
6. **That,** the second party builder/developer agrees to complete the project in all respect with all amenities within 30 (Thirty) months + 6 (Six) Months grace period from the date of signing of this agreement after obtaining necessary approvals from BDA/BMC/RERA and other Government authorities without fail and in no case the completion of the project shall extend beyond 48 (Forty eight)

45.9 of Bridged lata Mohanty

Asima Mohanty
 Archana Mohanty
 Anjana Mohanty

Arjun Mohanty
 Anurag Mohanty
 03.08.2018

Anurag Mohanty



For UTKAL BUILDERS LTD.
 Shreed 1300
 Director


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

months from date of this agreement unless the time for the subject purpose is extended by mutual consent of parties, and consequent upon such completion of the entire project from all angle by second party, shall handover physical possession of the 40% of the share in the entire project to the First Parties/land owners as per the supplementary agreement with due written acknowledgement with all amenities.

Deena Mohanty
 Archana Mohanty @ Pathari
 Anjana Mohanty

7. **That,** the 2nd party/builder have right to advertise, market, book, sale or offer for sale or invite persons to purchase towards 60% of the share in the entire project by executing necessary deeds or deed of conveyance or sale deeds and also hand over physical possession thereof.

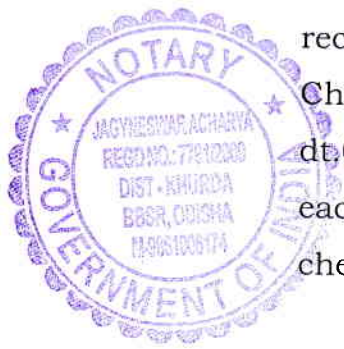
L.P. of Prigata Lata
 Mohanty

Anurag Mohanty
 03.08.2018
 Anurag Mohanty

8. **That,** the First Parties (The Land Owners) have agreed, admitted and acknowledged the receipt of token refundable consideration security money of Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs) only & as per consent of First Party No-2 to 7 the amount has been received in shape of cheques i.e. bearing Cheque No.-160551, 160552 & 160553 on dt.03.08.18 amounting of Rs.50,00,000/- each in favour of First Party No-1 & all the cheques are drawn on Axis Bank Ltd. Main



Dated 03.08.18
 Anurag Mohanty



For UTKAL BUILDERS LTD.
 Shreed 2300
 Director

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

Branch, Bhubaneswar from the Second Party
(The Developer).

9. **That**, the owners 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 if required. Due to advance age of Smt Bidyut Lata Mohanty, W/o-Late Apurba Kumar Mohanty (Land owner at Sl No.1), and Land owner at Sl. No. 5 (Smt. Asima Mohanty), Land Owner at Sl. No.6 (Smt. Archana Mohanty @ Patnaik), Land Owner at Sl. No. 7 (Smt. Anjana Mohanty), married daughters of Late Apurba Kumar Mohanty and staying at faraway places, they hereby authorize Anupam Mohanty (Land Owner at Sl. No.2), Anubinda Mohanty (Land Owner at Sl. No.3) and Anurag Mohanty (Land owner at Sl. No.4), Sons of Late Apurba Kumar Mohanty jointly to enter into the supplementary agreement for allocation of share in the ratio of 40:60 of the property developed, sign and execute papers, documents, applications for approval of the building plans from any authority or authorities or department or departments if required, to take over possession of the share falling to Land Owners as per supplementary agreement

Asima Mohanty
Archana Mohanty Patnaik
Anjana Mohanty

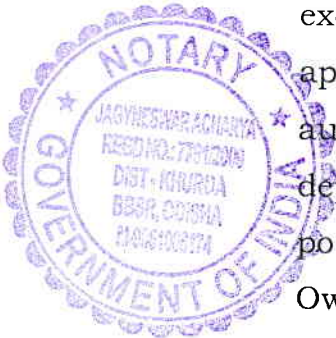
Signature of Bidyut Lata Mohanty
Anupam Mohanty
Anubinda Mohanty
Anurag Mohanty
03.08.2018

Anurag Mohanty

For UTKAL BUILDERS LTD.

Shreed 3000

Director



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

and to negotiate and sell 40% share failing to Land Owners as and when required.

- 10. **That**, the owners declare that, they are entitled to enter into this agreement with the Second Party/Developer and they have not agreed, committed, contracted or entered into any agreement with any other person in respect of the property and they have not created any mortgage, charge or encumbrance on the said property nor has done any act, deed or thing by reasons whereof, the development of the said property may be affected in any manner and the land owner shall no manner of risk/liabilities/ responsibilities of the construction of the building/apartment over the schedule property.
- 11. **That**, the owners have the right to inspect the said construction at all reasonable times by giving proper intimation to the second party.

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Archana Mohanty
Anjana Mohanty

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Anam Mohanty
03.08.2018

Anam Mohanty

ARTICLE-5 (2ND

PARTY/DEVELOPER/PROMOTER

OBLIGATIONS):-

- 1) **That**, the Project work shall be commenced with effect from the date of signing and execution of this agreement and construction will start after the date of the



For UTKAL BUILDERS LTD.

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Director

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

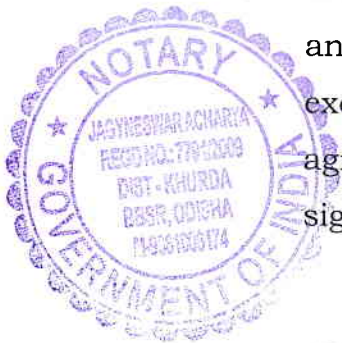
approval of the building plan by the BDA/BMC/RERA after all statutory compliances.

- 2) **That,** the 2nd Party (The Developer) further agreed to convert the status of land from "Patita" to "Gharabari" at his own cost and expenses if there is a requirement of same.
- 3) **That,** the developer entitled to have a map or plan sanction in the name of the owner and developer jointly from the BDA/BMC/RERA and also obtain necessary permission/no objection from the different Govt. and non Govt. authorities as would be required for the purpose of development and construction of the building over the schedule property. However the 2nd party / developer take all the responsibility and liabilities for getting such permission / approval / no objection etc. from the concern authorities at their own cost and expenses.
- 4) **That,** the developer shall be entitled to deal with their share of 60% of super built up area with proportionate undivided right, title and interest of the schedule property exclusively and execute any deeds such as agreement for sale / transfer alienation after signing and execution of supplementary

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Archana Mohanty @ Patnaiah
Anjana Mohanty

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For UTKAL BUILDERS LTD.
Director

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Jagyneshwar Acharya
Notary Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
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agreement for which no further consent of the owner shall be required.

- 5) **That**, it is further agreed by the developer that they shall construct the proposed building/apartment over the schedule property at their own risk and cost.
- 6) **That**, the having agreed by the parties hereto, the second party (The developer) shall take prompt action for completion of construction of building within 30 (Thirty) months + 6 (Six) Months grace period from the date of signing this agreement after obtaining necessary approvals from BDA/BMC/RERA and other Government authorities without fail and in no case the completion of the project shall extend beyond 48 (Forty eight) months from date of this agreement unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the 1st parties (The Land owners) agrees that the 2nd party (The Developer) shall be entitled to the extension of time for completion of the project, provided that such Force Majeure

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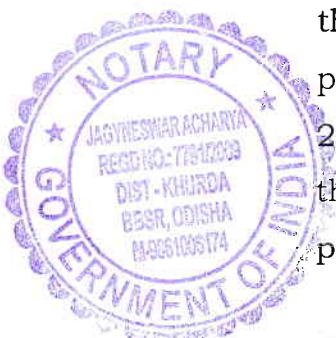
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For UTKAL BUILDERS LTD:

Shreed 30-d
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Odisha, BBSR, Biju-Khurda
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conditions are not of a nature which make it impossible for the contract to be implemented. Both the parties agree and confirm that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this agreement shall stand terminated. The second parties / builder / developer confirm that they shall utilize best materials and shall make construction according to the approved plan without deviation. In the event of any deviation during the course of execution of the work, then the second party/developer shall be accountable for the same and the owner (First Parties) shall have no manner of liabilities.

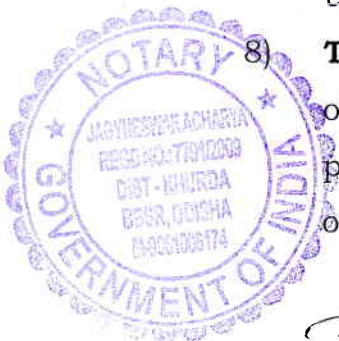
7) **That,** the second party developer shall get the building plan approved, complete the project as per approval from BDA/BMC/RERA and hand over possession of the owner's share to the First Parties (The owners) within the stipulated time. In case of any default, the First Parties (The owners) shall be compensated to the extent agreed upon described above.

8) **That,** it is further agreed that after the end of project with all amenities the second party will voluntarily made Possession Hand over Letter as per terms and conditions of

Asina Mohanty
Archana Mohanty
Anjana Mohanty

Pradyumn Mohanty
Anurag Mohanty
03.08.2018
Anurag Mohanty

For UTKAL BUILDERS LTD. 
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Director



Jagyneshwar Acharya
 Notary Govt. of India
 Odisha, BBSR, Dist-Khurda
 Regd. No. : 776/2009
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[Signature]
 Asima Mohanty
 Archana Mohanty
 Arjana Mohanty

this Agreement and subsequent supplementary agreement in favor of First Parties (Land Owners).

9) **That,** the Second Party undertakes not to violate or contravene any terms and conditions of Agreement for Development and Power of Attorney or any statutory provisions, rules, regulations etc.

10) **That,** it is specifically agreed by the 2nd party that any labour or workmen engaged for the construction of the building by the Developer/Builder will be the employee of the Developer/Promoter. The land owner shall has 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 developers/promoters and the owners shall not incur any liability, responsibilities for the same.

[Signature]
 Anurambika Mohanty
 03.08.2018
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11) **That,** as per Odisha RERA Rules, 2017, 70% of the amounts realised by the 2nd Party (the Developer) for the real estate project from the allottees for booking of his proportionate share (60%), from time to time, shall be deposited in a separate account to be maintained in a scheduled

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 For UTKAL BUILDERS LTD.
 Shradha Bose
 Director



Jagyneshwar Acharya
Notary Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
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bank to cover the cost of construction on schedule property as per approved plan and shall be used only for that purpose.

- 12) **That,** the amounts from the separate account, to cover the cost of the project, shall be withdrawn by the 2nd party (The Developer) in proportion to the percentage of completion of the project.
- 13) **That,** 2nd party (The Developer) shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project and the same shall be furnished to 1st parties (The Land owners) when asked for.

- 14) **That,** after this Agreement is executed, 2nd party (The Developer) shall not mortgage or create a charge on the schedule property belongs to 1st Parties and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such

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Anjana Mohanty
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For UTKAL BUILDERS LTD.
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Director



Jagjneswar Acharya
 Notary Govt. India
 Odisha, BBSR, Dist-Khurda
 Regd. No. - 7791/2009
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mortgage or charge shall not affect the right and interest of the 1st Parties (The Land owners).

15) **That,** the Second Party (The Developer/Builder) shall provide free maintenance to the building as well as Warranty to all installations with rectification of defects if pointed by 1st parties/any tenant for one year from the date of handing over of the building without charging any extra cost to the First parties/tenants or the flat owners.

16) **That,** as decided and agreed upon that there would be absolutely no deviation from the authority it is very much fair and justified that the Developer builder should obtain occupancy completion certificate within a reasonable time from the date of first possession from the BDA.

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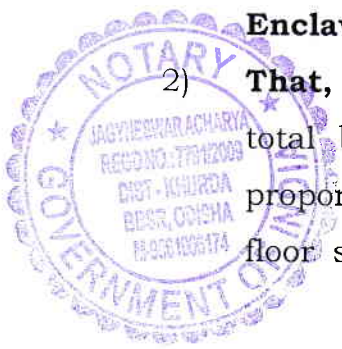
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ARTICLE-6 (CONSIDERATION):-

1) **That,** the Residential and commercial complex that will be constructed on the schedule property shall bear the name **“Utkal Apurba Enclave”**.

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



For UTKAL BUILDERS LTD.
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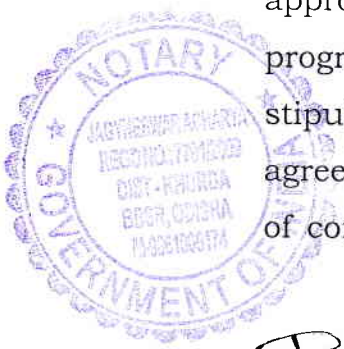
shares in respect of the floor space/parking space of the entire project to be built on the said plot shall be allotted/assigned in the ratio i.e. 40% of the owner and 60% of the builder in orderly manner in the entire project.

3) **That**, the parties hereto i.e. the developer/2nd Party, the owner hereby mutually agree that in order to and for the purpose and in the process of proportioning the saleable areas in the allocated shares of 60% and 40% amongst themselves, if the portion of such saleable area falling in the share of either of the parties is less than the agreed percentage of such party, then the concerned party shall be compensated by the other party so as to make the share at par with their respective percentage of built up area at the market rate at the time of distribution between the parties. It shall, however be open to the parties to arrive at such other manner mode of computation of the compensation payable in such situation by mutual agreement.

4) **That**, the builder and the owners shall enter into vide a supplementary agreement after approval of building plan and substantial progression of construction but before stipulated 30 months from the date of agreement given for approval and completion of construction of residential and commercial

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Archana Mohanty @ Patna
Anjana Mohanty

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Aravind Mohanty
03.08.2018
Aravind Mohanty
Aravind Mohanty



For UTKAL BUILDERS LTD.
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Jagdishwar Acharya
Notary Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
Mob. : 9861006174

buildings on schedule property to dispose of the saleable built up areas coming under their respective shares as agreed to under this agreement at an agreed common rate at any specific point of time. The parties ensure that at no point of time any one of them will agree to sell any area out of their respective shares at any rate different from the rate mutually agreed upon. That in consideration of the terms hereby agreed upon the 1st parties (Land owners) convey, assign and vest upon the developers/promoters the right of development/construction on the said property and also their rights to enter into agreement to sell, transfer and assign 60% of the constructed space/built-up areas in the said building together with proportionate interest in the land at such rate as may be determined by both the developer and the owner on such terms and conditions as they may decide vide supplementary agreement.

- 5) **That,** the owners hereby agree to execute necessary deeds of conveyance directly in favor of the intending parties as per the advice of the Developer/Promoter. However, all liabilities including costs, charges and expenses in respect thereof shall be paid and discharged by the developers/promoters or the intending parties.

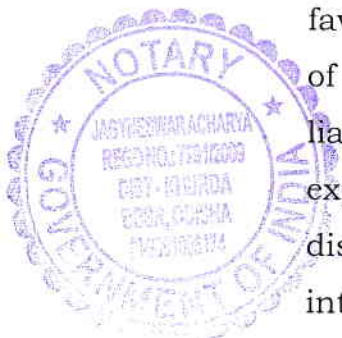
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Aseem Mohanty
Archana Mohanty
Anjana Mohanty
03.08.2018
Anurag Mohanty



For UTKAL BUILDERS LTD.

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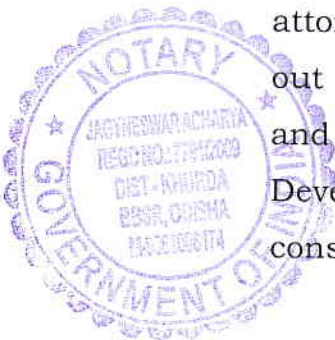
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Notary, Govt. of India
Odisha, BBSR, Dist-Khorda
Regd. No. - 7767/2009
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- 6) **That,** the Developer/Promoter shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the owners shall not have any objection for the same at the developer liability and risk.
- 7) **That,** the Developer/Promoter shall have the right to receive from the intending flat owner any earnest money and/or booking amount and also the balance of cost of unit and to grant receipt(s) and execute such receipts as may be deemed necessary. The owners hereby agree to ratify and confirm all acts, the developer/promoter shall lawfully do and to execute and perform or cause to be executed and performed all such act or deeds in connection with the transfer of proportionate impartible share in the land and/or units in the said proposed building by virtue of this agreement on receipt of consideration amount /construction cost.
- 8) **That,** the owner 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 Developers/Promoters to facilitate the construction of the proposed building on the

[Handwritten Signature]
Ajeem Mohanty
Arundhan Mohanty
Archana Mohanty & Pankaj
03.08.2016
Anjana Mohanty
Ajay Mohanty

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L.S. of Pradyut Lata
Mohanty

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For UTKAL BUILDERS LTD.
Shreed 300
Director



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said plot of land in accordance with the terms and conditions of the agreement.

- 9) **That,** the owners shall remain liable to encumbrance, if any in respect of the said land up to the date of this agreement, the developer/ promoter remaining liable for all encumbrances/ liabilities created after this date, in relation to the land or proposed construction.
- 10) **That,** the owner and developer/promoter shall have the right to sue for specific performance of this contract/agreement or any other supplementary contract which may be executed for non-compliance of any term and suing party shall also have a right to recover cost and damaged if any.
- 11) **That,** the only on written permission of the owner the builder declare that if during the course of construction of the project building any alternation, charges, deviation from the sanctioned plans become necessary or advisable the said alternation/change/ deviations may be made in conformity after obtaining modified plan approved from BDA/BMC/RERA and the municipal Bye-law and zonal Regulations and that as consequence of such alteration/changes/ deviations, if any compounding fees is levied

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Archana Mohanthy & Pankaj
Anjana Mohanthy

Signature of Pradyumn
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Pradyumn Mohanthy
03.08.2018
Ananya Mohanthy



For UTKAL BUILDERS LTD.
Shreed v300
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Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
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by the BDA/BMC/RERA the said liability shall be borne by the Developer/2nd Party.

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

13) **That**, after completion of the project, the First Parties or their allotted flat owner other flat owners allotted by Second Party will jointly enroll as members of the Apartment Owners

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For UTKAL BUILDERS LTD. 12/11/18
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Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
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Welfare Society by paying the necessary membership fees, contribution and other regular charges, taxes etc. towards setting up the corpus fund of the society and will register the society before the concern authority. The owners/allotted flat owners shall also be bound by the rules and regulations of the society and be entitled to equal rights as other purchasers of the individual apartments.

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Anjana Mohanty

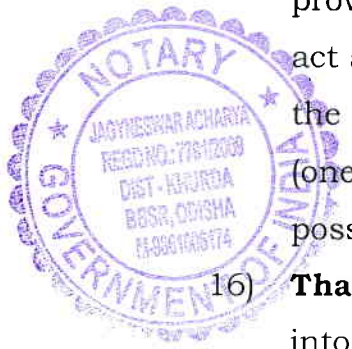
14) **That,** the owners also agreed with the conditions of second party to apply for services such as electricity, internet, cable television etc. individually for each apartment with the appropriate authorities. They will be responsible for the maintenance and all payments for securing the connection and for continuity of the services.

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Arunbala Mohanty
03.08.2018
Anny Mohanty

15) **That,** it is further agreed by the parties here to that they shall prepare a scheme for management and maintenance of the project after its completion by forming a society duly registered by competent authority as per the provisions of the Orissa Apartment ownership act and the developer will exclusively maintain the project till the Regd. of society or for 1 (one) year from the date of handing over possession to the first flat owners.

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Pradyut Mohanty
Arun Mohanty

For UTKAL BUILDERS LTD.
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Director



16) **That,** both the parties agreed to again enter into supplementary agreement providing all

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Notary Public
Odisha, 751004, Dist. Khurda
Regd. No. - 778122903
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details of entire building / project in a separate sheet regarding the plan, construction, materials, interiors, specifications any other facilities as per discussion in respect of project and prior to starting of construction of project over schedule property.

Ashima Mohanty
Archana Mohanty
Anjana Mohanty

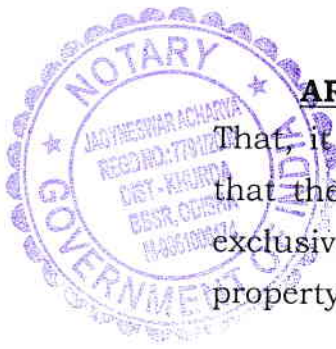
ARTICLE-7 (JURISDICTION):-

All disputes or differences that may arise between the parties right as to the interpretation of this agreement and any other subsequent supplementary agreement or as to claims rights or obligations under this agreement and any other subsequent supplementary agreement or any breach or default or specific performance etc shall be preferable to arbitration in accordance with Arbitration and Conciliation Act 1996. Failure to resolve the issues through arbitration within a reasonable period of six months' time from the date of referral to the Arbitration the dispute would be referred to the courts in Bhubaneswar and the parties are also assumed to the Jurisdiction of Consumer Forum at Bhubaneswar.

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Anjan Mohanty
03.08.2018
Anny mohanti

ARTICLE-8 (ALLOCATION OF SHARE):-

That, it is specifically agreed by the parties hereto that the Owners/First Parties shall agree to grant exclusive right of Development of the schedule property in favour of the second party/ developer



For UTKAL BUILDERS LTD.
Shreed 13 and
Director

Jayneswar Acharya
Notary Govt. of India
Odisha, 753001, Dist-Khurda
Regd. No. - 7791/2009
Mob. : 9861006174

who also agrees to obtain /receive the said exclusive right of development of the entire schedule property. Accordingly the parties hereto decide to determine the respective proportionate share of the building as 40% of super built up and saleable area allotted in favor of First Parties (The Owners) and 60% of super built of area and salable area allotted in favor of second party(The developer) which will be allotted floor wise in proportionate manner(40:60) in each residential and commercial/ office complex vide a supplementary agreement after approval of building plan and substantial progression of construction but before stipulated 30 months from the date of agreement given for approval and completion of construction of residential and commercial buildings on schedule property .The right to use the parking over the schedule property shall be allotted by the second party/developer after end of construction of project with all amenities.

ARTICLE-9 SCHEDULE OF PROPERTY

Mouza-Patrapada, Ps-Bhubaneswar (Now-Khandagiri), Tahasil-Bhubaneswar, under Sub Registrar Khandagiri, Bhubaneswar, Mutation Khata No.-703/1222, Plot No-336/2764, Area-Ac.01.485 dec., Status-Stitiban, Kisam-Patita, corresponding to Sabik Khata No-703/1222 further corresponding to Sabik Khata No-6.



Pandab Raut

Agneeta Mohanty
Arचना Mohanty @ktrnain
Arजेना Mohanty

65.99% Part of Rata
Anurag Mohanty
Anurag Mohanty
03.08.2018
Shreed 30-08-18
Director

subscribe their hand and seal as token of free consent

subscribe their hand and seal as token of free consent

consent will on this 3rd August 2018 at Bhubaneswar.

Witnesses:

1. Pandab Rout

S/o Bhukhath Rout

Dabaspadahua Patna

chuda

2. Khordha

Nandita Sahoo,
777, Sahid Nagar
Bhubaneswar.

1. [Redacted] G.O of Budget Lata Mohanty
DT 03.08.18
2. Anupam Mohanty
DT 03.08.18
3. Anubinda Mohanty
DT 03.08.18
4. Anurag Mohanty
DT 03.08.18
5. Asima Mohanty
DT 03.08.18
6. Archana Mohanty Palnaik
DT 03.08.18
7. Anjana Mohanty
DT 03.08.18

Signature of the First Parties

For UTKAL BUILDERS LTD.

Shood - 30
Director
DT 03.08.18

Signature of the Second Party

[Handwritten signature]



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

IN WITNESSETH WHEREOF the parties hereto having been agreed with the terms and conditions stated in this agreement are set and subscribe their hand and seal as token of free consent/will on this 3rd August 2018 at Bhubaneswar.

Witnesses:

1. Pandab Kest
 S/o Bhukihath Rawt
 Babasaadhu Patna
 chuda
 Khordha
 2. Nandita Sahoo,
 777, Sahid Nagar
 Bhubaneswar.

1. [Redacted] G.O of Bidyut Kanta Mohanty
 DT 03.08.18
2. Anupam Mohanty
 DT 03.08.18
3. Anubinda Mohanty
 DT 03.08.18
4. Anurag Mohanty
 DT 03.08.18
5. Asima Mohanty
 DT 03.08.18
6. Archana Mohanty @ Patnaik
 DT 03.08.18
7. Anjana Mohanty
 DT 03.08.18

Signature of the First Parties

For UTKAL BUILDERS LTD.

Shood - 3
 Director
 DT 03.08.18

Signature of the Second Party

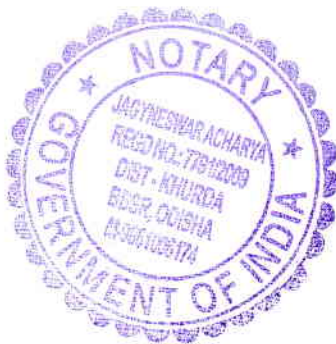


Jagyneshwar Acharya
 Notary Public of India
 Odisha, BBSR, Dist-Khurda
 Regd. No. - 7791/2009
 Mob. : 9861006174

C E R T I F I C A T E

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

Advocate.



Jagyneshwar Acharya
Notary Govt. of India
Odisha, BBSR, Dist. Khurda
Regd. No. - 7737/2009
Mob. : 9861006174