



DUSASAN SAMANTARI  
NOTARY GOVT. OF ODISHA  
BHUBANESWAR, ODISHA  
REGD NO. 48/2012  
MOB. 9439113015  
48AA 9818  
12-10-2020  
Managing Director

**Agreement for Development of Property**

This Indenture of Agreement is executed in duplicate on this 12th day of October 2020 at Bhubaneswar

**Between**

**SMT. SARASWATI BEHERA**, Adhar no -303051126249, aged about- 36 years. W/o Sni Bikram Kesan Panda. By Cast. Gopal. By Profession: Housewife. Resident of Plot No 426 Canal Road Sameigadia, Rasulgarh, PS Marichieswar Bhubaneswar Dist Khurda Odisha. Mob No - 9337556688

Which expression shall mean and include his/her/their successors, assignees and legal heirs (All herein after called the **First party**)

**And**

w/ Bikram Keshan Panda  
Anil Prasad



Sarawati Behera

Submarine Infrastructure & Development

2020

M/S. SIDHIVINAYAK INFRASTRUCTURE AND DEVELOPERS (P) LTD. a company incorporated under the Indian Companies Act, 1956, vide Corporate Id No.U70101OR2011PTC013878 having its corporate office at RP-104, Pandav Nagar, Bhubaneswar, Dist. Khurda, represented through its Managing Director SRI ADITYA KUMAR NAYAK, Adhar No.-331216982926 , aged about 39 years, S/O Sri Krupasindhu Nayak, Resident of Village Sanakal, PO: Alabol via Balikuda, Dist: Jagatshingpur. Odisha.which expression shall mean and include its directors, successors, executors, administrators (herein after called the **Second party**)

WHEREAS, the First Party is the absolute owner of the property the details of which is mentioned below having right, title, interest and peaceful physical possession and without any dispute, lien, attachment, etc and without any encumbrances as on date and is paying rent to the Govt..

AND WHEREAS, the First Party is interested to develop the aforesaid property by the Second Party developer and has agreed to enter into a collaboration/sharing agreement with the Second Party for his/her part of the landed property admeasuring Ac0.046 decimals out of total compact area of **Ac0.726 Dec** recorded in the name of different land owners namely Smt. Anupama Mohanty, Smt. Sandhya Rani Sahoo, Smt. Mandakini Parida, Sri. Gajendra Das, Smt. Saraswati Behera, Smt. Rojalin Parida, Sri Narendra Das, Sri G Srinivas, Sri Rabindra Kumar Das and Sri Sushant Kumar Das who also joined their hands to complete the residential/commercial complex on the aforesaid compact land.

WHEREAS, the scheduled property being possessed by the First Party by virtue of purchase from different land owners and from the date of purchase the First Party is possessing the scheduled property peacefully without having any dispute, lien, attachment, etc and have absolute ownership with every right, title and interest along with peaceful physical possession over the below mentioned schedule property.

AND WHEREAS the First Party is with an intention to develop the above said lands has approached the Second Party to develop the said lands along with other land owners joining into a compact shape by constructing a Residential Cum Commercial Complex or Bungalows or condominiums and EWS & LIG units

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in and over the lands and the infrastructure that may be necessary for the said development on the said lands by plotting sub-dividing preparation and sanction of lay-out plans/ construction permissions by the Bhubaneswar Development Authority (BDA) and/or the concerned Gram Panchayat/Municipality and the complete process of such development together with amenities is hereafter called the "PROJECT" and the property on which the project is intended to be carried out is hereafter collectively called the "PROJECT AREA".

AND WHEREAS, the First Party herewith declare and undertake that on execution of this development agreement with the Second Party he/she/they will not withdraw himself/herself/themselves from the Project in any manner till the entire development is completed by the Developer. Further the First Party declare that he/she/they shall not approach any court or authority for such withdrawal from the project in any manner.

WHEREAS the Second Party has accepted the above offer of First Party and agreed to undertake the construction of proposed Residential Cum Commercial Complex or Bungalows or condominiums and EWS & LIG units over the compact schedule property.

Accordingly a scheme will be prepared by the Developers (Second Party) where they will offer the First Party a share in the super built up area with proportionate number of garages and the right of use to the common areas on a condition that the First Party Members agrees to assign upon the Developers (Second Party) the right to take the said land into their possession to develop the said land in a compact shape and the right to undertake construction of the Residential Cum Commercial Complex or Bungalows or condominiums and EWS & LIG units and the right to enjoy the benefits by selling transferring and leasing the apartment/commercial units, bungalows, LIG/EWS units and the garages that is allocated as their (the Developer's / Second Party's) share.

THAT the First Party members have agreed that the Second Party should prepare designs for the Residential Cum Commercial Complex or Bungalows or condominiums and EWS & LIG and then apply to the Bhubaneswar Development Authority (BDA) / Concerned Authority with consent of the First Party for the

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approval of construction of the proposed buildings on the said land through their architect.

THAT, the developers (the Second Party) have agreed to prepare the designs for the Residential Cum Commercial Complex or Bungalows or condominiums and EWS & LIG and get the same approved by the concerned authority and construct the same entirely at their cost and several other terms and conditions have been mutually agreed upon by and between both the parties and in order to avoid any future complications, the terms so agreed upon are reduced to writing and enumerated in this agreement

AND WHEREAS, the First Party and the Second Party have agreed to execute this AGREEMENT FOR THE DEVELOPMENT OF PROPERTY on the following terms and conditions:

Now this indenture witnesseth as follows:

1. By virtues of the recital herein contained the Land owner i.e. the First Party represent and declare that he/she is in absolute possession of the said plots in question as set out in the schedule given below and is the permanent owner of his/her/their plot and that the land is not Bhudan property. That the Owner (the First Party) agree to assign upon the Developers (the Second Party) the right to undertake construction of the proposed Residential Cum Commercial Complex or Bungalows or condominiums and EWS & LIG over the below mentioned scheduled plots & the right to sell, transfer & lease the Developer's share of the super built – up area, land and proportionate number of garages. The developer (the Second party) shall construct / build and erect the said building(s) over the said property in accordance with the plan to be approved by the Bhubaneswar Development Authority (BDA) / Concerned Authority and shall deal with various portions of the said building as per the terms and conditions contained herein. The entire cost of preparation of the building plans shall be borne by the Developers (the Second party).
2. THAT, the Developers (Second party) and the Owner (the First Party), both shall make sure that the construction of the Residential Cum Commercial Complex or Bungalows or condominiums and EWS & LIG are according to the plans and permissions(s) accorded by the Development Authority and



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*Amit Behera*

shall not construct any illegal / unauthorized unit. The Developers (Second Party) will assure about the exclusive quality and standard of construction of the building both interior and exterior.

3. THAT, if the BDA / Concerned Authority or any other statutory authorities refuse to give permission for the construction of the proposed Residential Cum Commercial Complex or Bungalows or condominiums and EWS & LIG for any reason whatsoever, the Second Party will inform the same to the First party. And in such an occasion where the Second Party will be unable to develop the below mentioned scheduled plot and construct the proposed residential complex, the First Party and the Developer (the second party) will come together and cancel this agreement within 7 (seven) days from the date of the Second party informing the first party regarding the rejection from the concerned authorities for the approval of construction of the proposed residential complex and in case the above circumstance arises, the First party will cancel the Power of attorney deed executed in favour of the Second Party and return to the Second Party the entire amount of Security Deposit received from the Second Party without any interest within a period of 6 (six) months from the date of cancellation of this agreement.

4. COMMENCEMENT:

THAT, the agreement shall commence on and from this \_\_\_\_ day of \_\_\_\_\_, 2020 .

5. VALIDITY:

THAT, the agreement shall remain valid till the Project is fully completed and the developers (Second Party) share is fully sold out and possession of flats/duplex/commercial units is handed over to respective customers of the flats/duplex/commercial units by the Developer (Second Party) and that the GPA and agreement shall not be cancelled by the First Party Members till all formalities as per the stipulations of the agreement is completed in all respects.

6. CONSTRUCTION:

- a) THAT, the Developer (Second Party) agrees to develop the below mentioned scheduled property at their own cost / risk and expenses and with their own resources after the developers (Second Party) obtain the

*Bikram Kishan Das*  
*Amit Pujari*





requisite permission sanction and approval from authorities concerned and thereafter to construct the proposed building(s). The owner (the First Party) agrees in accordance with this agreement to place at the complete disposal of the developers (Second Party), the physical possession of the below mentioned scheduled property for development of the land and construction of the proposed Residential Cum Commercial Complex or Bungalows or condominiums and EWS & LIG as per the sanctioned plans by the BDA / Concerned Authority and other authorities and authorize them (the Second Party) to prepare & submit building plans before the authorities and obtain requisite permission, sanction and approval.

b) THAT, the building plans will be in accordance with the rules and regulations laid down by the BDA / Concerned Authority. The building shall be of good quality construction. The owner (the First Party) shall have the right to inspect the construction at all reasonable times.

c) THAT, the developers (Second Party), at their own cost and expense shall apply to the BDA / Concerned Authority for requisite approval / permission / sanction of the building plan to enable them to construct / erect the proposed Residential Cum Commercial Complex or Bungalows or condominiums and EWS & LIG buildings over the below mentioned scheduled property in accordance with the zonal plans and regulations enforced for the said area. The developers (Second Party), may make or agree to make such variation in the designs or plans as may be required considered by them desirable or necessary for approval of the concerned authorities.

d) THAT, it shall be the responsibility of the Developers (Second Party), to submit pursue and follow up the process of the approval of plans with the BDA / Concerned Authority and bear all the expenses / charges / fees for the same.

e) THAT, it shall be the responsibility of the Developers (Second Party), to carry out necessary construction of boundary walls, approach roads,



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sewerage system and construction work as per norms of the concerned authorities.

- f) THAT, the Developers (Second Party), shall construct the building(s) in an appropriate manner in accordance with the drawings and specification, sanctioned by the BDA / Concerned Authority including any amendment, modification or alteration to the said plans and specifications as are approved by the said authority.
- g) THAT, the Developers (Second Party), undertake to do the same and identify the best, modern quality of materials and workmanship to be used and supplied in the construction of both the owner's (the First Party), allocation as well as of the developer's (Second Party), allocation as per the minimum specification of this agreement stated hereunder (vide below mentioned schedule of specification).
- h) THAT, the developer (Second Party), is free to change / alter and modify the sanctioned plan after getting due approval of the owners (the First Party), / intending house purchaser for the betterment of the project within the sanctioned built-up area, which should be got approved by the concerned authorities.
- i) THAT, as per the new regulation of sanctioning authorities, it is made mandatory that any project in which the land area exceeds 2000square metre has to provide for EWS (Economically Weaker Section) housing in Ten (10) % (or whatever is finalized by the concerned authorities) of the allowed total built-up area. In case the developer decides not to construct the EWS housing inside the Project complex the developer will have to deposit a fund called the "shelter fund" with the sanctioning authorities who will decide on the actual amount of the fund to be deposited. THAT, the developer (Second Party) reserves the right to decide whether they would be building the EWS housing within the complex of the Project or to deposit the shelter fund with the authorities. In any of the case i.e. if the developer (Second Party) decides to build the EWS housing within the complex or if the developer (Second Party) decides to deposit the shelter fund with the



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*Amit Prajapati*

authorities the share of super built-up area OR the amount of shelter fund deposited will be proportionately shared between the developer (Second Party) and the land owner (first party) as per the division of share elaborated in Clause 12 (CONSIDERATION) below.

- j) THAT, the building over the below mentioned scheduled property shall be constructed under the direct control, supervision and guidance of the developers (Second Party), and or their agents, and the owner (the First Party) is free to inspect and supervise as mutually agreed upon.
- k) On completion of the project, the maintenance of facilities and restrictions shall be handed over to a society to be constituted comprising of the flat owners of the complex. The expense of the formation of the society and the running expense of the society shall be proportionately borne by all the house owners of the residential complex.

7. OWNERS DEDICATION:

The owner (the First Party) hereby agrees and pledge with the developers (Second party) as;

- I. That the First party declares that his/her/their property as mentioned below in the Schedule of property is in peaceful possession by him/her/their and is without any dispute and it is free from all encumbrances, attachments, charges, liens and there are no civil, criminal cases pending in respect to the below mentioned property and she/they is/are the absolute owner(s) of the plot.

- II. Not to cause any interference or hindrance in the construction of the proposed buildings over the below mentioned scheduled property by the developers (Second party) as long as the developer's (Second party) actions are in no manner violating or are inconsistent with the terms of this agreement. The owner (the First Party) is free to access and suggest in case there are violations of mutual agreement.

- III. Not to enter into any agreement, transfer, convey, assign, encumber or deal with the below mentioned scheduled property or any portion thereof with

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any Third party during existence of the agreed period and shall duly convey and transfer the proportionate share of land to the developers (Second party) or its nominee in respect of the developers shares.

IV. The owner (the First Party) will give permission to the developers (Second Party) to enter upon the said property and the developers (Second Party) shall have absolute authority to commence carry on and complete the development of the land in accordance with the permission granted and after demolition and vacation of existing structure (if any) by the owner (the First Party). The said permission to develop the property is personal and is not transferable.

V. THE owner (the First Party) shall at the request and at the cost of the developers (Second party) sign and execute, documents as and if required for the applying for the approval of the building plans and any other necessities required for the smooth running of the project .

VI. THE owner (the First Party) will execute an Irrevocable Power of Attorney for the below mentioned plots in favor of the developers (Second party) vide with all powers for the construction of the proposed buildings over the said plots and its services including the power to sale the share of the developer (Second party) as agreed upon mutually between the owner (the First Party) and the developers (Second party). The Power of Attorney will give the right to the Developer (Second party) to execute conveyance in favor of the intending purchaser of flats in respect to the Developers (Second party) share.

THE owner (the First Party members) is entitled to enter into this agreement with the Developer (Second Party) and that he has not agreed committed constructed or entered into any agreement for sale, lease on their purchase with any other person, company agencies, as the development of the below mentioned scheduled property may be affected in any manner.

VIII. THAT the owner (the First party) agrees to transfer a share in the land of their plot to the Developer (Second party) proportionate to the Developer's (Second party) share.

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*Amit Praji*

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*Aditya Kumar Nayak*  
Managing Director

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IX. That the First party will hand over all the original documents relating to the below mentioned scheduled property to the developer (Second party) at the time of execution of this agreement.

X. THAT the First party may choose to either sell or lease out his/her/their respective shares in the proposed Project or use a part of it for his/her/their own residential use after the completion of the project in accordance with the rules of the Flat Owner's Association guidelines that will be applicable after the formation of the Flat Owner's Association for the proposed residential apartment building.

XI. That, the First Party herewith declares that he/she/they shall not withdraw from the project in any manner and shall not interfere with the smooth execution of project work by the Second Party in any manner till completion and distribution of shares and compliance of all formalities required as per law. The First Party further undertakes that he/she/they will not create any such hindrance which will affect the project in any manner and in case any such activities are noticed the Second Party will be at liberty to sue the First Party in legal forum and can claim damage through proper legal forum.

8. SPECIFICATIONS:

- a) Plain cement concrete using standard size metal in 1:4:8 prop for base of the column footing and below the flooring.
- b) R.C.C column footing, columns, beams, slabs, lintel, staircase, etc. will be provided.

c) All brick walls with 1<sup>st</sup> class kiln bricks or standard size/Fly ash bricks/ hollow & solid concrete bricks, in cement mortar 1:6 for outer walls and in (1:4) proportion to partition walls of 10" and 5" thickness respectively.

d) All outside plastering in (1:6) with good finish and all inside wall plastering in (1:6) prop and ceiling plastering in (1:4) proportion.

e) Vitrified tile flooring will be given to all rooms.

f) Kitchen shall be provided with Granite / or equivalent working top and steel single bowl sink with drain board.

g) Glazed tiles in toilets upto 5' & 7' height and 2' height over counter in kitchen.



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- h) Water tank shall be provided at the top of the building.

#### DOORS & WINDOWS

- a) All doorframes shall be provided in chemically treated / Kiln seasoned sal wood/ or equivalent.
- b) All windows will be made of aluminum / UPVC fitted with glass and with all necessary fittings required.
- c) All door shutters will be factory made flush door / paneled door. The main door, which will be factory made teak / wenge or equivalent finish paneled door. Necessary and standard hardware fitting will be given to all doors and windows.

#### PAINT

- a) All exteriors shall be finished with weather coat paint of standard make and interior walls shall be finished with Plaster of Paris and white primer.
- b) Doors and windows shall be finished with enamel paints (2 coats over one coat primer) of superior quality or pasted with mica.

#### ELECTRICAL WORKS

- a) Concealed P.V.C. pipes shall be laid in roof and walls. Copper Cables of standard quality of reputed make and ISI specification shall be used.
- b) One no. 15 AMP power plug will be provided in each of the toilets, one no. in the kitchen and one call bell will be provided for each flat.
- c) Necessary light points and plug point will be given using all standard fittings.
- d) All internal main board connection with necessary circuit fuse units will be provided.

Proper internal cabling with wiring, board, plug points, etc. shall be installed for telephone connection & provision of TV connection.

#### SANITARY WORKS

- a) All toilets shall have WC with cistern.
- b) One shower shall be provided in each toilet.
- c) One wash basin shall be provided in each toilet.
- d) Sanitary & C.P. fittings in the kitchen & toilet shall be of reputed make.
- e) Provision of 24 hours water supply shall be made.

#### OTHER AMENITIES

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*Anil Prasad*

- a) Transformer shall be provided.
- b) Bore well will be provided.

9. DEVELOPERS OBLIGATION:

I. THE exercise relating to the development of the proposed Project shall commence with effect from the date of signing and execution of this agreement by the Developers (Second Party) as well as owner (the First Party).

II. TO complete/finish the construction and erection of the proposed residential complex within 55 (Fifty Five) months from the date of sanction of the RERA Registration or such extended time as may be mutually agreed upon.

THAT if the construction of the proposed building(s) shall be delayed by any order/clearance to be obtained from any local authority, in that event the owners (the First Party members) shall not claim any damage or compensation from the developer (Second party) in any way.

THAT in the event of delay in completion of the proposed project or in the delivery of possession of the said units, by reasons of non-availability of labor, steel, cement, water etc. or reason of war, civil commotion etc. or due to any natural calamity or due to any difficulty or impossibility arising from any Govt. ordinances, legislation or notification or order by the Govt. or local authority etc. the Second Party will not be held responsible in any manner and the First party members shall not claim any damage or compensation from the Second Party.

III. NOT to violate or contravene any statutory provisions rules, regulations, etc. applicable for the construction of the said building complex.

IV. ANY consultant, labour or workmen engaged for the construction of the building by the developer (Second Party) will be employee of the developer (Second Party). The owner (the First Party) shall have no relationship with the aforesaid employee and any amount that may be paid under any agreement, labour dispute or under workmen's compensation of damage are

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*Amit Raji*



the sole responsibilities / liabilities of the developers (Second Party) and the owners (the First Party members) shall not incur any liabilities for the same.

- V. Either parties will not keep the property as mortgage for funds to any financial bodies and banks for construction of the complex or any other purpose.

10. CONSIDERATION:

- I. THAT in consideration and in lieu of the First Party having conferred and vested exclusive right of development of the said land with the Developer (second party) the former (First Party) shall be entitled to get free of cost and charge a percentage of the total super built-up area covering proportionately on all floors and types of the building complex with proportionate number of garages. The owner (First party) shall be entitled to get their share fully finished with fittings as per the specification mentioned in clause-8 of this agreement.

THAT the percentage of share of the Owner (first party) will be fixed at **33%(Thirty Three percent)** of the total super built up area of the Residential Cum Commercial Complex or Bungalows or condominiumsand EWS & LIG

- II. THAT the remaining **67 (Sixty seven percent) %** of the super built-up area and the proportionate number of garages and the proportionate undivided, impartible and indivisible share in land are specified as the allocation of the Developers (Second party) share. The owner (First party) also permit the developer (Second party) the right to sell and transfer the share from the Developer's (Second party) share to prospective purchasers/customers of flats/duplex/commercial/EWS/LIG units in the Project.

- III. It is understood that the super built-up area shall form the part of outer to outer measurements of the constructions made and include the main building plus portico, servant room, garages, Stair-cases, Corridors, lift machine rooms, staircase head rooms, common stores, service rooms and other Common areas.

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*Amit Rajni*

IV. THAT, the share of the first party will be clearly outlined in terms of Flat Nos./Villa Nos., Floor nos., Block name and super built-up areas, Parking nos. after receiving the approval from the concerned authority and before the commencement of construction of the proposed Residential Cum Commercial Complex or Bungalows or condominiums and EWS & LIG in a supplementary allocation agreement.

V. That except for the flats/duplex/commercial units agreed to be given to the First Party under this Development Agreement; the First Party shall have no claim over any other flats/duplex/commercial units to be constructed by the Second Party i.e. Developers share.

VI. That the First Party and Second Party have agreed not to claim any specific demarcation of the land and agreed that said land agreed to be given for development shall remain indivisible and inseparable at all times and the persons holding any interest in the same shall always hold it in Undivided shares and only constructed area shall be shared.

VII. THAT, in consideration of the terms hereby agreed upon the owners (First party) convey, assign and absolutely vest upon the developers (Second party) the right of development and construction on the below mentioned scheduled property.



THAT, the Developers (Second party) shall have the right to enter into the agreement sale lease heir, with intending purchasers of flats and assign and let out the total constructed/built up area except the owner's (First party) entitlement and the owner (First party) shall not raise any objection to such assignment or negotiation. The owner (First party) shall join as confirming party at the request of developer (Second party) for the execution of the relevant documents.

IX. THAT, it is hereby agreed that the Developers (Second party) shall have the right to finalize and settle negotiate the terms of the, built-up area / units

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except landowner's share (First party members) of the proposed Project at such rate as the developers (Second party) in their absolute discretion think proper.

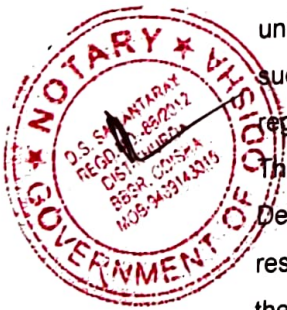
X. THAT, the owner hereby agree (First party) to execute necessary deeds of conveyance through their Power of Attorney holder in favor of intending flat/duplex/commercial units purchasers. However, all costs charges and expenses in respect thereof shall be paid and discharged by the intending purchasers of the flats/duplex/commercial units.

XI. THAT, in the said project, land owner (First party) will bear the cost for availing individual power supply & electrical meter connection for his/her/their share of house in the project as per the amount prescribed by the concerned Government Authorities along with ground rent and holding tax of his/her/their (First party) own share.

XII. THAT, the Developer (Second party) will be allowed to construct pump rooms, overhead water tanks and to fit TV Antenna or wireless system and elevators/lifts or any other necessary equipments required in or over the said residential complex at their own cost.

XIII. THAT, the Developer (Second party) shall have the right to receive from the intending flat/duplex/commercial units purchasers any earnest money and / or booking amount and also the balance of cost of flats/duplex/commercial units in respect of their allocated share and to grant receipts and execute such conditions as may be deemed necessary and present the same for registration.

The owner (First Party) hereby agrees to ratify and confirm, all acts that the Developer (Second party) shall lawfully do and execute and perform in respect of his/her/their share without prejudice to the rights, and interest of the owner (First Party) and hereby agree to sign all necessary documents which may be required for carrying out the construction of the proposed Project and provide assistance to the developer (Second party) to facilitate the construction of the proposed Project on the below mentioned scheduled property.



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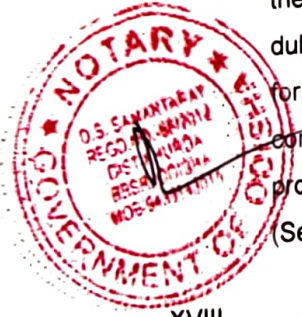
XIV. THAT, the owner (First Party) shall remain liable to encumbrance, difficulties, disputes, cases if any in respect to his/her/their plots as mentioned in the schedule below. And the owner (First Party) agrees that if any type of obstacle comes at the time of construction relating to encumbrance arising with respect to his/her/their plots, the members of the First party will be responsible for the problems caused and that they will be liable to pay to the developer (Second party) a compensation amount for the damages incurred by the developer as ordered by the competent arbitrator or judicial authority.

XV. THAT, both the owner (First Party) and the Developer (Second party) shall have the right to use for specific performance of this agreement or any supplementary contract for enforcement of this contract and issuing party shall also have a right to recover cost and damage if any with mutual agreement.

XVI. THAT, in case of non-compliance of terms and conditions of this agreement and supplementary agreement both parties have a right to recover cost and damage if any.

XVII. THAT, the owner (First Party) authorize the Developer (Second party) or their nominee/ nominees as its attorney / attorneys by executing documents duly registered for submitting and pursuing application to various authorities for requisite permission approvals, sanctions of the building plans etc. in connection with the development / construction and completion of the proposed Project. All costs in this respect shall be borne by the Developer (Second party).

XVIII. HOWEVER, the developer (Second party) undertake in their capacity as builder not to do or cause to be done by any act which may in any manner, violate any law, rules, regulations etc. or which may amount to misuse of any terms hereby agreed upon or breach of provisions of law in case of non-performance or non-observance of such law, rules regulations or conditions of this agreement, the entire liability in the behalf shall be incurred or



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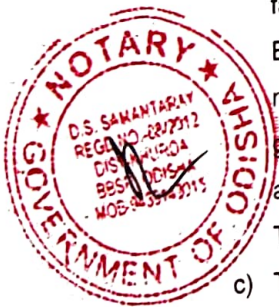
discharged by the developer (Second party) and further more the developer (Second party) undertakes to keep the owner (First Party) entirely harmless and indemnified against all claims or demands resulting from the aforesaid non-performance and non-observance.

XIX. THAT, in case the below mentioned scheduled property or any part thereof now declared or represented to be belonging to the owner(s) (the First Party) is found to be lost and to be non-existent on account of defective title, the owner(s) (the First party) shall be liable for the damage loss and the cost sustained by the developer (Second party). Accordingly the owner(s) (the First party) agree and undertake to keep the developer (Second party) /and/or their nominee(s) harmless and indemnified against all the claims and expenses which the developer (Second party) and / or their nominee(s) may be made liable to pay or suffer.

11. MISCELLANEOUS: The name of the proposed complex shall be selected by the developer (Second party) and owner (the First party) mutually later on.

12. ARBITRATION:

- a) The Parties hereto shall endeavor to settle all disputes and differences relating to and / or arising out of the Agreement amicably.
- b) In the event of any dispute or differences arising from or in connection with this Agreement, the same shall be resolved amicably in good faith, failing which the dispute or differences shall be referred to Arbitration. Each Party shall nominate one arbitrator and two arbitrators so nominated shall nominate a third arbitrator. The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitrators shall give reasoned award. The venue of arbitration shall be at Bhubaneswar.
- c) The Parties further agree that any arbitration award shall be final and binding upon binding upon the Parties.



THAT, the below mentioned scheduled property will remain under the disposal of the developer (Second Party) after giving the total agreed share to the owners

*Bikram Keshari Parida*

*Amit Praji*



(the First party) till the formation of the society and till ultimate handing over the land and building to the society.

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

**SCHEDULE OF PROPERTY**

Dist.- Khurda, P.S.- Chandaka, P.S. No.- 41, Tahasil – Bhubaneswar,  
Mouza- Sundarpur, Khata No.- 890/109, Plot No.- 2356/2964, Area- Ac0.046  
Dec, Kissam – Gharabari, Annual Rent - Rs.3.50

**Bounded By:-**

North:-Plot No.- 2356/3009

South:- Road

East:- Road

West:- Plot No.- 2357/2990



*Sikany Khamari Barida*

*Armit Prajapati*

SiddhVinayak Infrastructure & Developers (P) Ltd.  
*Aditha Kumar Nayak*  
Managing Director

*Sarvaswati Behera*

DUSASAN SAMANTARA  
NOTARY, GOVT. OF ODISHA  
BHUBANESWAR, ODISHA  
REGO. NO.-88/2012  
MOB-9439143015

12-10-2022

The above property of the First Party is a part and parcel of total compact area of Ac0.726 decimal recorded in the name of different land owners joined hands to make the property a compact patch.

WITNESSES:

*R Bikram Karmari Parida*  
S/o - MR. KALANDI CHANDAN PARIDA  
PLOT NO. 428, CANAL ROAD  
SAMBIGADIA, BASULGAZH, BBSR-10,  
2 Armit Parji  
s/o Manoranjan Parji  
Rangach, Hanika Square, Cuttack.

*Saraswati Behera*  
Signature of the First Party

Siddhvinayak Infrastructure & Developers (P) Ltd.

*Aditya Kumar Nayak*  
Signature of the Second Party

This agreement is made on date \_\_\_\_\_ in my office. The witnesses and both the parties put their signature / thumb impression in presence of me with taking the oath.

Identified by me.

**IDENTIFIED BY ME**  
ADVOCATE  
Advocate, Bhubaneswar.



*12-10-2022*  
DUSASAN SAMANTARA  
NOTARY, GOVT. OF ODISHA  
BHUBANESWAR, ODISHA  
REGO. NO.-88/2012  
MOB-9439143015