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Rs. 100



ONE HUNDRED RUPEES

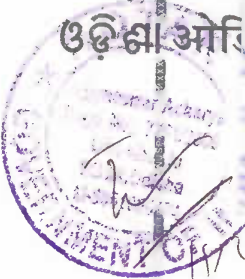
Jagyneshwar Acharya
Notary Public of India
Odisha, Bhubaneswar
Regd. No. 7972009
Mob:- 9861806174

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भारत INDIA
INDIA NON JUDICIAL



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Braja Kishore Sahoo

Shashidhar Bairi

AGREEMENT FOR DEVELOPMENT OF LAND

This deed of Agreement for Development is made on this 11th day of January 2019 at Bhubaneswar, Odisha.

Between

Braja Kishore Sahoo, aged about 40 years, S/o-Purna Chandra Sahoo, Plot No-343, Near Techno School, N.H.-5, Po-Patrapada, Ps-Khandagiri, Bhubaneswar, Dist-Khurda, Odisha, by Profession-Business, by caste-Teli, having PAN No:-BMHPS1803D, Adhara No:-3198 2161 5512 & Mob:-9437041685, (Hereinafter called as **Land Owner/1st Party** which expression unless excluded by or repugnant to the subject or context shall

For UTKAL BUILDERS LTD.
Shashidhar Bairi
Director

Rashmi Rautra Majumdar



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MINISTRY OF TREASURY
GOVERNMENT OF INDIA
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PRAKASH KUMAR SAHU
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OSR, BHUBANESWAR

Sharoni Barch

Director

MINISTRY OF TREASURY
GOVERNMENT OF INDIA

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Odisha, BBSR, Dist-Khurda
Regd. No-177/12009
Mob:-9861606174

deem to mean and include his 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 Head office at 777, Saheed Nagar, Bhubaneswar-750007, represented through its Managing Director **Mr. Sharad Baid**, aged about 40 years, Son of Bhanwar Lal Baid Resident of Flat No-91, Block-D, Utkal Royal Residency, Plot No-77, Goutam Nagar, Bhubaneswar, Dist-Khurda, By cast-Oswal, Profession-Business, Aadhar No. 6393 3855 0025, PAN No-ADEPB3155G (Hereinafter referred to as "**Second Party/Promoter/Developer**") which expression unless repugnant to the context or meaning thereof shall mean and include its directors, successors, executors, administrators and assigns) of the **SECOND PART**.

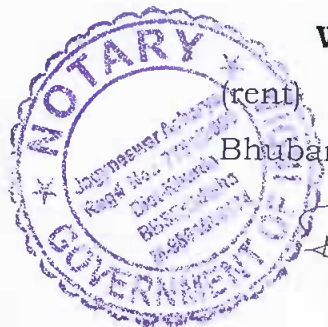
Brise / Ashone Sahor

WHEREAS, the 1st Party is the absolute owner of the property Mouza-Patrapada, Ps-Bhubaneswar (Now-Khandagiri), Tahasil-Bhubaneswar, under Sub Registrar Khandagiri, Bhubaneswar, Mutation Khata No.-703/1499, Plot No-336/3046, Area-Ac.0.140 dec. which details described below as "Schedule of Property" and the 1st Party is enjoying the said property peacefully & uninterruptedly.

For UTKAL BUILDERS LTD.
Sharad Baid

Director

WHEREAS, the 1st Party has been paying land revenue (rent) to the Govt. of Odisha through the Tahasildar, Bhubaneswar and obtained receipts thereof.



Rajni Ranjan Mishra

Jagyneshwar Acharya
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WHEREAS, the 1st Party hereby declared that the below mentioned property is free from all encumbrances, litigation, disputes, lines, attachments and charges etc. and the 1st Party is in peaceful possession over the below property having all rights, titles and interest and etc. in any manner whatsoever.

WHEREAS, the 2nd Party has duly verified the land records and all other relevant documents regarding ownership of 1st Party and concern authorities/departments and also demarcated the schedule property along with boundaries.

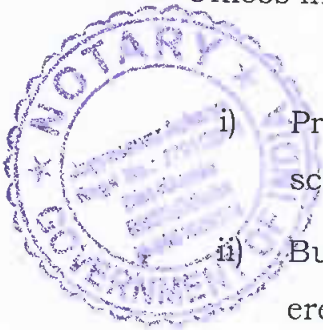
WHEREAS, the 1st Party approached the 2nd Party/ Developer/Builder to construct a multistoried building (Residential & Commercial) over below schedule property and accordingly 2nd Party agreed with this proposal and undertake to do the said development and construction work on terms and conditions as mutually agreed by the parties over the below schedule property.

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 is in the subject or contest inconsistent therewith:-

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



Rashmi Ranjan Nayak

Braja Kishore Saha

For UTKAL BUILDERS LTD.
Shared Board
Director

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, Bhubaneswar
Regd. No. 771/2009
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- iii) Owner Sri Braja Kishore Sahoo shall include each of his successors, heirs, legal representatives and assigns etc.
- iv) Developer M/S UTKAL BUILDERS LIMITED shall include it's 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 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.

Braja Kishore Sahoo

For UTKAL BUILDERS LTD,
Shradh v 30
Director



ARTICLE-2(COMMENCEMENT):-

This Agreement for Development shall commence on 11th January 2019 at Bhubaneswar.

Rashmi Ranjan Nayak

Jagyneshwar Acharya
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Odisha, BBSR, Bhubaneswar
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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 1st Party (The Land owner) agreed in accordance with this agreement, to place the physically and actual vacant possession of the said property and to grant property and to grant exclusive right of development or lease right of development on the 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 party (Land Owner) 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, 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.

That, it shall be the responsibility of the Developer/2nd Party to submit, pursue and follow-up the plan to be



Braja Kishore Saha

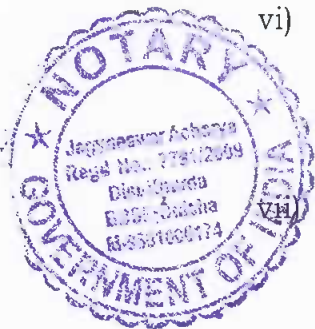
For UTKAL BUILDING BOARD
Shard - Board
Director

Rajshri Rautar signature

Jagannath Acharya
Notary, Govt. of India
Odisha, Bhubaneswar, Dist-Khurda
Regd. No. 7791/2009
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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 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 party(Land Owner).
- 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.
- 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



Bruha Kishore Sahu

For UTKAL BUILDERS LTD.
Shreedhar Behera
Director

Rajni Rautar, Advocate

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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.

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 36 (Thirty Six) 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 58 (Fifty 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 58 months period due to any reason, the developer shall pay rent the owner sqft. @ Rs.4/- for commercial space & sqft. @ Rs.2/- for residential space per month failing to the share of the owner 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 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 party (The Land Owner) 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 1st Party (owner) to

Brij Krishna Sahoo

For UTKAL BUILDERS
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Director



Rajni Ranjan Nayak

Jagjyotswar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khorda
Regd. No. 7751/2009
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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/1st Party having accepted the scheme of the developer, the owner/1st Party has appointed the developer for developing her land. The 1st Party further agrees and accord consent in favour the 2nd 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.

ARTICLE-4 (OWNER OBLIGATIONS):-

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

1. **That,** the Owner/1st Party 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/ORERA 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 owner will give necessary co-operation from time to time if required.



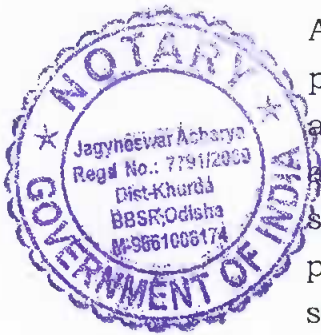
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For UTKAL BUILDERS LTD.
Sreed
Director

Rasmi Raut

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist. Khurda
Regd. No.-7791/2009
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2. **That,** the 1st Party hereby declare and undertake that he shall hand over physical possession of the schedule property to the second party on the date of execution of this deed.
3. **That,** the Land Owner/1st Party shall hand over all relevant original 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 Owner/1st Party will 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 35% of super built up and saleable area allotted in favour of 1st Party (The Owner) and 65% of super built of area and salable area allotted in favour of 2nd Party (The developer) which will be allotted floor wise in proportionate manner (35:65) in each residential and commercial/office complex. 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.
5. **That,** the 1st Party 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/ORERA among which the developer/second party can sale their share i.e. 65% of super built of area of construction with proportionate undivided right, title & interest of the schedule property. Upon execution of such power of attorney and soon after the second party/builder/developer obtain necessary permissions



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For UTKAL BUILDERS LTD.
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Director

Rashmi Ranjan Nayak

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Regd. No.-7791/2009
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from necessary authorities will start construction of the project building over the scheduled property without fail.

6. **That,** the second party builder/developer agrees to complete the project in all respect with all amenities within 36 (Thirty Six) 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 58 (Fifty eight) 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 35% of the share in the entire project to the 1st Party/land owner as per the agreement with due written acknowledgement with all amenities.
7. **That,** the 2nd party/builder have right to advertise, market, book, sale or offer for sale or invite persons to purchase towards 65% 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.
8. **That,** it is agreed by the parties that the 1st Party (The Land Owner) has agreed, admitted and acknowledged the receipt of non refundable money of Rs.5,00,000/- (Rupees Five Lakhs) only in shape of cheques i.e. bearing Cheque No.-139275 on dated 11.01.2019, drawn on United Bank of India, Saheed Nagar Branch, Bhubaneswar from the 2nd Party (The Developer).
9. **That,** the owner shall at the request and cost of the Developer sign and execute papers, documents, applications for approval of the building plans from any

Bruha Kishoree Sahoo

For UTKAL BUILDERS LTD.
Shradha Sahoo
Director



Radhimi Ranjan Nayak

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Regd. No.: 7791/2009
M.No.: 9861006174

authority or authorities or department or departments if required.

10. **That**, it is agreed by the parties that the 1st Party may enter into the supplementary agreement for allocation of share in the ratio of 35:65 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 failing to Land Owner as per supplementary agreement and to negotiate and sell 35% share failing to Land Owner as and when required.
11. **That**, the owner declare that, he is entitled to enter into this agreement with the Second Party/Developer and he has not agreed, committed, contracted or entered into any agreement with any other person in respect of the property and he has 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.
12. **That**, the owner has the right to inspect the said construction at all reasonable times by giving proper intimation to the second party.
13. **That**, the 1st Party/Land Owner or their allotted purchasers agreed to pay all taxes, cess, rent, GST or any other taxes applied by State Government or Central Government prior to taking their respective share.
14. **That**, it is agreed by the 1st Party/Land Owner that he will handover physical possession of below schedule property on the date of execution of this Development Agreement in presence of witnesses.

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Broja Mishra

Director

For UTKAL BUILDERS LTD.
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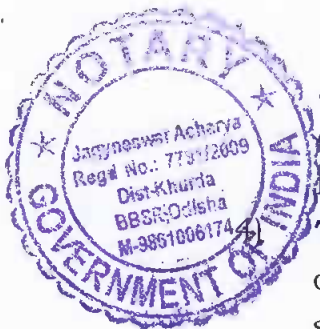
**ARTICLE-5 (2ND PARTY/DEVELOPER/PROMOTER
OBLIGATIONS):-**

- 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 approval of the building plan by the BDA/BMC/RERA after all statutory compliances.
- 2) **That**, the developer entitled to have a map or plan sanction in the name of the owner and developer jointly from the BDA/BMC/ORERA 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.
- 3) **That**, the developer shall be entitled to deal with their share of 65% 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 agreement for which no further consent of the owner shall be required.
- 4) **That**, it is further agreed by the developer that they shall construct the purposed building/apartment over the schedule property at their own risk and cost. The Second Party has liberty to take project loan in consultation with 1st Party over the below schedule property.
- 5) **That**, the having agreed by the parties hereto, the second party (The developer) shall take prompt action for

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For UTKAL BUILDERS
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Director

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completion of construction of building within 36 (Thirty Six) 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 58 (Fifty 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 party (The Land owner) 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 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 (1st Party) shall have no manner of liabilities.

- 6) **That**, the second party developer shall get the building plan approved, complete the project as per approval from BDA/BMC/ORERA and hand over possession of the owner's share to the 1st Party (The owner) within the stipulated time. In case of any default, the 1st Party (The

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For UTKAL BUILDERS L.L.C.

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Director

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Regd. No. 7791/2009
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- owner) shall be compensated to the extent agreed upon described above.
- 7) **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 this Agreement and subsequent supplementary agreement in favor of 1st Party (Land Owner).
- 8) **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.
- 9) **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.
- 10) **That**, the after this Agreement is executed, 2nd party (The Developer) shall not mortgage or create a charge on the 35% of the schedule property belongs to 1st Party 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 mortgage or charge shall not affect the right and interest of the 1st Party (The Land owner).
- 11) **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 party/any tenant for one year from the



Brija Kishore Sahar

For UTKAL BUILDERS LTD.

Director

Shankar Bora

Rajini Rautan Nayak

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date of handing over of the building without charging any extra cost to the 1st Party/ tenant or the flat owners.

- 12) **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.

ARTICLE-6 (CONSIDERATION):-

- 1) **That**, the Residential and commercial complex that will be constructed on the schedule property shall bear the name as per the discussion between the parties before completion of the project.
- 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 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. 35% of the owner and 65% 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 35% and 65% 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



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FOR UTKAL BUILDERS LID.

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Director

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arrive at such other manner mode of computation of the compensation payable in such situation by mutual agreement.

- 4) **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.
- 5) **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 will not have any objection for the same at the developer liability and risk.
- 6) **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.
- 7) **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 said plot of land in accordance with the terms and conditions of the agreement.



Brice Kishore Sahu

For UTKAL BUILDERS LTD.

Shreed 300

Director

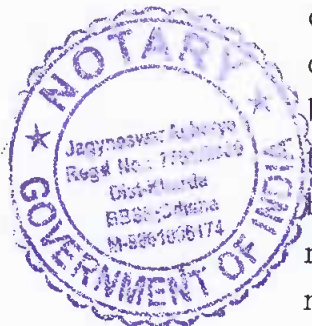
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Regd. No.-7791/2009
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- 8) **That,** the owners shall remain liable to encumbrance, if any in respect of the said land up to the date of this agreement, the developer/ promoter remaining liable for all encumbrances/liabilities created after this date, in relation to proposed construction.
- 9) **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.
- 10) **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/ORERA and the municipal Bye-law and zonal Regulations and that as consequence of such alteration/changes/deviations, if any compounding fees is levied by the BDA/BMC/ORERA the said liability shall be borne by the Developer/2nd Party.
- 11) **That,** the owner undertakes 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

Bruce Kishore Saha



For UTKAL BUILDERS LTD.
Shreed 13-0-0
Director

Rasmi Rauten Nayak

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

11/7/19

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.

- 12) **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 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 will also be bound by the rules and regulations of the society and be entitled to equal rights as other purchasers of the individual apartments.
- 13) **That**, the owner 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.
- 14) **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 owner.
- 15) **That**, both the parties agreed to again enter into supplementary agreement providing all details of entire building/project in a separate sheet regarding the plan,

Bruha Kishore Sahar

For UTKAL BUILDERS LTD.

Shreed 300

Director



Rabun' Ranta naxur

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

1/1/19

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.

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.

Busa Kichore Jethar

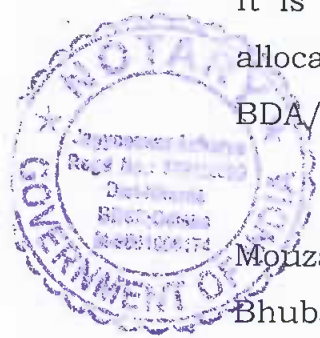
ARTICLE-8 (ALLOCATION OF SHARE):-

It is agreed by the parties that, both parties will enter into allocation agreement after necessary building approval from BDA/BMC/ORERA.

ARTICLE-9 SCHEDULE OF PROPERTY

Mouza-Patrapada, Ps-Bhubaneswar (Now-Khandagiri), Tahasil-Bhubaneswar, under Sub Registrar Khandagiri, Bhubaneswar, Mutation Khata No.-703/1499, Plot No-336/3046, Area-Ac.0.140 dec., Status-Stitiban, Kisam-Patita, corresponding to Sabik Khata No-6.

For UTKAL BUILDERS LTD,
Shard 30
Director



Rashmi Raut. Nigme

Jaya Mohanta
 Notary Public for India
 Odisha, 751008, Cuttack
 Regd. No.-713...
 Mob:- 9861006174

Bounded By:-

North:-Sub Plot No-E/4.

South:-Owner Arbinda Mohanty (Sub Plot No-E/1).

East:- Plot No-334.

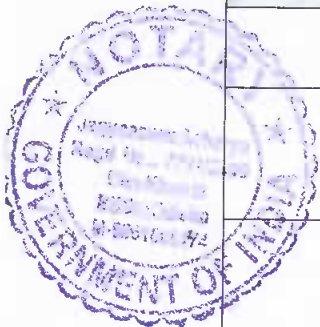
West:-Road.

ARTICLE-10 (BUILDING SPECIFICATIONS)

SUPER STRUCTURE	RCC framed structure designed for earthquake resistance
WALL FINISH	
Internal	Birla White Putty or equivalent make
External	Combination of tiles, textured paint and weather coat acrylic emulsion paint
FLOORING	
Lobby/Living/Dining/Bedroom	Premium porcelain vitrified floor tiles
Staircase	Granite
External Driveways	Heavy duty tiles and pavement tiles
KITCHEN	
Flooring	Premium quality anti skid tiles
Wall Finishes	Ceramic tiles up to 2' above working platform, rest of the wall in white putty
Others	Granite counter with stainless steel sink with good quality CP sanitary fittings

Banta Kishore Sahu

For UTKAL BUILDERS L...
Shard v 3e

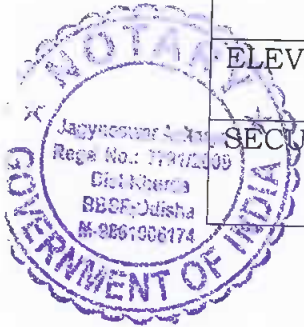


Rashi Raut

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

TOILETS	
Walls	Premium ceramic tiles upto ceiling level 7' or 8'.
Flooring	Premium quality anti skid tiles
Fittings	Granite counter, sanitary fixtures of International make , C.P. fittings of I.S.I Standard.
BALCONY	Premium quality floor tiles. Safety railing
WINDOWS	UPVC Windows or Powder coated/ Anodized aluminum windows
DOORS	
Internal Door	Sal wood frame, Flush door/Panel door
External Door (Main Door)	Sal wood frame, Teak veneered and Polish shutter.
Toilet Door	P.V.C Door.
ELECTRICAL	Copper electrical wiring throughout in concealed conduit with provision for light points, AC, TV, Internet and Telephone & premium modular switches.
MAIN LIFT LOBBY	Elegantly decorated Lift wall cladding in Granite or designer stone.
ELEVATORS	Elevators of repute made
SECURITY	CCTV Surveillance in the entire project common area.

For UTKAL BUILDERS LTD.: Bhubaneswar - 3
 Shared - 30



Reshmi Ratan Nayak

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

11/1/19

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 11th January 2019 at Bhubaneswar.

Witnesses :

1. Reshmi Ranjan Nayak
S/O. Rabintra KU Nayak
AT. Palsimatra.
PO. BHADUR,
DIST - PURI

Brij Kishore Sahu
Signature of the 1st Party

2.

ISHWAR CHAND BAID
S/O. Ravi K.
69/61 Lakmi vihar
BBSR-5

For UTKAL BUILDERS LTD.
Shardubhai
Director

Signature of the 2nd Party

CERTIFICATE


Certified that the Executants of this deed of Agreement for Development of Land are 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.





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

11/1/19
Advocate.


କ୍ର. ସଂଖ୍ୟା	କାର୍ଯ୍ୟକ୍ରମର ବିବରଣୀ	କାର୍ଯ୍ୟକ୍ରମର ପ୍ରକାର	କାର୍ଯ୍ୟକ୍ରମର ପ୍ରାଥମିକତା	କାର୍ଯ୍ୟକ୍ରମର ପ୍ରାଥମିକତା	କାର୍ଯ୍ୟକ୍ରମର ପ୍ରାଥମିକତା		କାର୍ଯ୍ୟକ୍ରମର ପ୍ରାଥମିକତା	କାର୍ଯ୍ୟକ୍ରମର ପ୍ରାଥମିକତା	କାର୍ଯ୍ୟକ୍ରମର ପ୍ରାଥମିକତା
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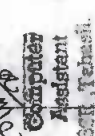

 Additional Tahsildar
 Panchayat, G.P.O.


 Computer Assistant
 Panchayat, G.P.O.


 Tahsildar
 Panchayat, G.P.O.

କ୍ର. ସଂଖ୍ୟା	ନାମ	ପଠ୍ୟପୁସ୍ତକ ସଂଖ୍ୟା	ପଠ୍ୟପୁସ୍ତକ ନାମ	ପଠ୍ୟପୁସ୍ତକ ମୂଲ୍ୟ	ପଠ୍ୟପୁସ୍ତକ ପ୍ରକାର	ପଠ୍ୟପୁସ୍ତକ ପ୍ରକାର		ପଠ୍ୟପୁସ୍ତକ ପ୍ରକାର	ପଠ୍ୟପୁସ୍ତକ ପ୍ରକାର	ପଠ୍ୟପୁସ୍ତକ ପ୍ରକାର
						ପଠ୍ୟପୁସ୍ତକ ପ୍ରକାର	ପଠ୍ୟପୁସ୍ତକ ପ୍ରକାର			
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 Additional Tabashi
 Additional Tabashi


 Computer Assistant
 Additional Tabashi



Braja Kishore Sahoo

True Copy Attested

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



ଭାରତ ସରକାର
GOVERNMENT OF INDIA



ବ୍ରଜ କିଶୋର ସାହୁ
Braja Kishore Sahoo
ପିତା : ପୁରୁଣ ଚନ୍ଦ୍ର ସାହୁ
Father : PURNA CHANDRA SAHOO
ଜନ୍ମ ବର୍ଷ / Year of Birth : 1977
ପୁରୁଷ / Male



3198 2161 5512

ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର

Braja Kishore Sahoo



ଭାରତୀୟ ବିଶିଷ୍ଟ ପରିଚୟ କର୍ତ୍ତୃପକ୍ଷ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ଠିକଣା:
ପ୍ଲଟ ନଂ-343, ଚେନ୍ନୋସ୍କୁଲପାଖ, ପାତ୍ରପଡା,
ଭୁବନେଶ୍ୱର(ଏମ.ସି), ପାତ୍ରପଡା, ଖୋର୍ଦ୍ଧା,
ଓଡିଶା, 751019

Address:
PLOT NO-343, NEAR
TECHNO SCHOOL,
PATRAPARA, Patrapada,
Patrapada, Khordha, Odisha.
751019



1947
1800 199 1947



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No.1947,
Bangalore-560 001

True Copy Attested

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

INDIAN UNION DRIVING LICENCE

ORISSA STATE FORM-7

33:0208000104701

Number : OR-0220060000642
 Name : RASHMI RANJAN NAYAK
 SDAY of : RABHORA KUMAR NAYAK
 Address : PL-350
 CAPITAL HATA UNIT-1
 BHUBANESWAR

Issued on : 27-11-2006
 DoB : 11-11-1979 86: Aave *R. R. Nayak*

is licence to drive

Vehicle Class	MC226		
Date of Issue	27-11-2006		

Valid till (Expiry) : 26-11-2026

ant

Rashmi Ranjan Nayak