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*[Handwritten signatures]*

**DEED OF AGREEMENT  
BETWEEN  
DR. BAMADEV MOHANTY  
AND  
ARCHID BUILDERS PVT  
LTD**

*w-1 Prasanna & Das*

*Bamadev Mohanty*

For ARCHID BUILDERS PVT. LTD.  
*Bamadev Mohanty*  
Managing Director

*w-2 Anubandh Patraik*

ESWAR

30/1/2023



L.T. 1  
affected  
his body

Bamadev Mohanty

Managing Director

For ARCHID BUILDERS PVT. LTD.

Bamadev Mohanty  
For ARCHID BUILDERS PVT. LTD.  
Managing Director

### AGREEMENT FOR DEVELOPMENT OF LAND

THIS MEMORANDUM OF AGREEMENT FOR DEVELOPMENT OF LAND executed on this 3<sup>rd</sup> day of January 2023, at Bhubaneswar.

BETWEEN

**Dr. Bamadev Mohanty**, aged about 81 years, S/o. Late Madhusudhan Mohanty, Caste:Karan, by profession: Retd. State Government Employee, resident of Tala Mali Sahi, Puri Town, Dist: Puri, Odisha, PIN:752002 Odisha (hereinafter called the "Landowners"), which expression shall unless repugnant to the subject or context, shall mean and include their heirs, successors, legal representatives, executors, administrators and assigns of the **FIRST PART**.

W-1 Prasanna B Das

W-2 Anshuman Patraik

Bamadev mohanty



VTI-10

Bamadev Mohanty  
03.01.2023

Commission is hereby issued U/s 33.  
Sub Section (3) Sub Section (2) of Registration Act  
1908 (XVI) of 1908 to Bond Chum mem  
for the Purpose of inquiring whether this document  
has been executed by Dr. Bamadev Mohanty

of BBR  
whom it Purports to have been executed

Registering Officer

Prasanna Das  
to late Bhajabandas  
Apo Lingarai Nagar  
Old Town, Bhubaneswar

Having Visited the Residence of Dr. Bamadev Mohanty  
at 7.30 PM on the 03/01/2023

I have this day examined the said Edunt  
Who have been identified to my satisfaction  
by Prasanna Das DoL to late Bhajabandas  
of the same place and the said Edunt  
admitted execution of this document.



VTI-11

AGREEMENT FOR DEVELOPMENT OF LAND

THIS MEMORANDUM OF AGREEMENT FOR DEVELOPMENT OF LAND

From the above report I am satisfied  
that this document has been executed by.....  
Dr. Bamadev Mohanty  
and I accordingly admit it to registration



Handwritten signature

AND

ARCHID BUILDERS (P) LTD. a company registered under the Companies Act, 1956 and having its registered office at 4<sup>th</sup> Floor, Archid Central, Chandrashekherpur, P.O. : Chandrashekherpur, P.S. : Chandrashekherpur, Bhubaneswar, Dist.- Khordha (Odisha), PIN: 751016 represented through its Managing Director, **SRI BANDAN MOHANTY** aged about 48 years, son of Late Khitindra Kumar Mohanty, by Caste :Karan, by Occupation :Business (hereinafter called the "Builder/Developer"), which expression shall mean and include its Directors, successors and assigns of the **SECOND PART**.

WHEREAS, the property mentioned below, now is in the peaceful possession of **Dr. Bamadev Mohanty**, the owner. The said property mentioned below stands recorded in his name by way of ROR which was published from the concerned authority and as such his name still stands recorded.

AND WHEREAS, the party of the **SECOND PART**, is engaged in the business of developing, promoting construction of apartments from its own financial resource, to carry out any development schemes, including construction of apartments by engaging engineers, masons and labourers and also put resource for apartments and supervise completing the construction of the proposed apartments/ commercial complexes and to procure prospective buyers for the apartments and other spaces to be built as per the sanctioned plan.

AND WHEREAS, the developer on the approval and consent of the owner, has taken the responsibility to develop the said land, by raising construction of residential apartment/s as per the plan to be sanctioned by Bhubaneswar Development Authority/Bhubaneswar Municipal Corporation.

AND WHEREAS, it has been agreed by both the parties, that out of the total B.D.A/B.M.C approved area of 21780sqft, a land area of 2995 sqft (which has already been demarcated) (Bounded By: North: Plot No: 403, South: Road, East: Plot No: 403, West: Plot No:391) will be in sole possession of the **FIRST PARTY** Landowner with full discretion to all such acts & deeds, which includes sale, transfer, mortgage, change, gift or lease. The rest land area of 18785 sqft of land will be shared as 50% to the Landowner and 50% to the Developer for the said construction of the project.

AND WHEREAS the **FIRST PARTY** will execute a General Power of Attorney in Favour of **SECOND PARTY** Developer to do all acts and deeds, which includes sale, mortgaged, charge, lien, execute agreements/s, appear before statutory authorities for and on behalf of **FIRST PARTY** land owners and includes other clauses in the said

Bamadev Mohanty

For ARCHID BUILDERS PVT. LTD

*(Signature)*  
Managing Director

W-1 Prasanna & Das

W-2 Anubhava Patra

General Power of Attorney bearing ID No.1082117040 & Document No.11082116162 dated: 28/12/2021 registered before S.R.O, Khandagiri Bhubaneswar. The agreement may be clubbed-up with the General Power of Attorney as per Govt Notification.

AND WHEREAS, it appears to what has been stated herein before and in consideration of the owners having accepted the developer's business module, and to such land owner agrees and appointed the developer for developing the land mentioned in the schedule below, over which the developer shall have full right to construct apartments and to allot their allocated share i.e. 50% constructed and garages to the persons whom he/they shall select, for which the FIRST PARTY member shall execute a Power of Attorney in favour of the SECOND PARTY. The said power of attorney cannot be revoked in any circumstances, provided the SECOND PARTY shall give physical possession along with relevant documents of land owner share of 50% of B.D.A/B.M.C approved area & parking space.

**NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:**

1. The developer will be entitled to dispose of its share of the apartments, in any manner, they may choose to any persons as may be chosen and selected by the developer, fulfilling the terms and conditions laid down in this agreement.
2. It is further agreed that the developer will be at liberty to dispose of by sale its allocated share i.e. 50% construction area, to which the owners shall have no objection for such sale and developer shall appropriate full amount of the consideration money paid by the intending purchaser, towards the expenditure incurred by the developer for this purpose, the owners shall execute and irrevocable power of Attorney in favour of the developer authorizing to sell the built-up area along with the land proportion of the percentage agreed upon.
3. **IT HAS BEEN FURTHER AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS:-**
  - i. The Developer by virtue of the said irrevocable power of Attorney shall sign the map or plan and the other papers that may be required and shall also sign all other papers and documents, as may be required, or be necessary for the purpose of getting the said sanction/approval and also for

✓ Damodar Mohanty

For ARCHID BUILDERS PVT. LTD.

*Damodar Mohanty*  
Managing Director

W-1 Prasanta K Das

W-2 Ashwini Pradhan

obtaining all necessary approval/s.

- ii. That after necessary approvals from development authority, the ratio share allocation data will be part and parcel of this agreement.
- iii. That it is agreed between the parties that a separate agreement of share distribution will be made after approval from B.D.A/B.M.C which will be part and parcel of this agreement.
- iv. **THE OWNERS HAVE FURTHER AGREED AS FOLLOWS:-**
  - i. Not to sell, transfer, or mortgage, or change, or encumber, or alienate the said premises (18785sqft) or any part thereof in this agreement, during the tenure of said Agreement.
  - ii. Not to enter into any agreements or agreement for development in respect of the said property (18785 Sqft) with anybody else, during the tenure of this Developmental Agreement.
  - iii. Not to do any act, deed or things whereby the developer may be prevented from selling assigning and / or disposing of the units of the proposed project / apartments of the said premises, during the tenure of said Agreement.
  - iv. The land owner will not dispute/ object to any conversion of Khata Number and Plot Number to the schedule of property mentioned below.
  - v. The owners shall deliver the peaceful and vacant possession of the said premises to the developer, simultaneously upon execution of this Agreement.
  - vi. The developer will name the Complex/ Project.
  - vii. The owners shall hand over the original title deeds, all other relevant documents to the developer on the completion of the structure, but the same shall not be mis-utilized or misrepresented in any manner before the public, other than the covenants of this Agreement.

*Banaraj mshenob*  
For ARCHID BUILDERS PVT. LTD.  
*Banaraj mshenob*  
Managing Director

W-1 Prasanna IS Des

W-2 Anshum Patraik



### Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 50 Fees Paid : A(10)-290 ,, User Charges-200 ,Total 490

Date: 03/01/2023

*[Signature]*  
Signature of Registering officer

### Endorsement under section 52

Presented for registration in the office of the Sub-Registrar District Sub-Registrar KHURDA(BBSR) between the hours of 10:00 AM and 1:30 PM on the 03/01/2023 by DR. BAMADEV MOHANTY , son/daughter/wife of LATE MADHUSUDHAN MOHANTY , of AT. TALA MALI SAHI, PURI TOWN, DIST. PURI, PIN - 752002 , by caste General , profession Others and finger prints affixed.



Signature of Presenter / Date: 03/01/2023

*[Signature]*  
Signature of Registering officer.

### Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
DR. BAMADEV MOHANTY	-----	-----	-----	-----
ARCHID BUILDERS PVT LTD ITS MANAGING DIRECTOR SRI BANDAN MOHANTY			<i>[Signature]</i>	04-Jan-2023

Identified by PRASANTA KUMAR DAS Son/Wife of LATE BHAGABAN DAS of AT. LINGARAJNAGAR, OLD TOWN, SHREE LINGARAJ, BHUBANESWAR, DIST. KHURDA by profession Others

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
PRASANTA KUMAR DAS			<i>[Signature]</i>	03-Jan-2023

Date: 03/01/2023

*[Signature]*  
Signature of Registering officer

### Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Sub-Registrar, KHURDA(BBSR)

Book Number : 1 || Volume Number : 3

Document Number : 11082300151

For the year : 2023

Seal :

Date: 05/01/2023

*[Signature]*  
Signature of Registering officer

- viii. That subject to the provision of those present, the owner hereby gives the developer exclusive right to construct apartments on the land.
- ix. The FIRST PARTY will indemnify to the tune of loss suffered by the developer/builder if, any statutory obligations has not been complied prior to handing over the property mentioned below and if, any defect pertaining to title found in the said property present or in future.
- x. The FIRST PARTY here by undertakes that the documents submitted on which developer/builder verify are true and correct. The list of documents are made part and parcel of this agreement.
- xi. That, the FIRST PARTY landowner/s shall bear the G.S.T cost for her/his/their share of flats before physical possession of the flats.
- xii. The FIRST PARTY shall pay for his share i.e 50% of the purchasable F.A.R fees above the standard 2 F.A.R. If the FIRST PARTY doesn't pay for the purchasable F.A.R then the SECOND PARTY shall not share the extra area of the purchasable F.A.R purchased by the SECOND PARTY.
- xiii. That the FIRST PARTY landowner/s shall also have to pay the society expenses for their share of flats.

*Banned for members*  
 For ARCHID BUILDERS PVT. LTD  
*[Signature]*  
 Managing Director

**THE DEVELOPER AGREED AS FOLLOWS:-**

- i. That, the developer remains liable to bear all costs, expenses of the apartment(s) constructed by the developer, according to the plan as mentioned above, or modified plan.
- ii. That, it is further agreed that the owners shall at the request of the developer, execute such documents, papers memorandum and deeds in furtherance of these present, which the developer may require from the owner for smooth and expeditious construction of the proposed apartment, except deed or conveyance deed of whatsoever nature.

W-1 Prasanna G Das  
 W-2 Ashwin Patra



- iii. Provided always that the developer shall bear all cost and expenses for all such documents, letters, papers, memorandum etc. shall deposit requisite free necessary and obtain refund fees and appropriate the same, without any way being answerable to the owner for the same.
- iv. That, the owner hereby agrees that they shall not do anything in regard to the said premises, whereby the right of the developer to undertake construction of the proposed apartments and to dispose of the share of the said apartments is prejudicially effected and / or construction be delayed or distributed in any manner of whatsoever nature.
- v. The SECOND PARTY Developer shall construct the building as per the specification attached with this agreement.
- vi. That the landowner/s can visit the project site at any time to which the SECOND PARTY Developer shall not object.
- vii. That it is clearly understood by and between the owner and the developer, that the developer shall be entitled to assign the right of construction at the risk of the developer entirely, in respect of the proposed building on the said property.
- viii. The developer hereby agrees that they shall keep the owners indemnified and keep them harmless against all third party claims arising out of any act or omission on the part of the developer, their agents, men or labourers during the construction of the proposed apartments.
- ix. That it is mutually agreed by and between the parties that the developer will construct apartments, over the land as mentioned in the schedule below, for the use of residential complex as per the said approved plan and will be at liberty to sell the buildings, along with the land, as per the percentage mentioned above.

✓ Samadur mshombzi  
 For ARCHID BUILDERS PVT. LTD.  
 Managing Director

W-1 Prasanta Das

W-2 Anshuman Das

- x. The developer will prepare the building plan which will be submitted before B.D.A/B.M.C for necessary approval/sanction. On receipt of the approval/sanction of the building plan the Builder will start the construction works.
- xi. The completion period of the project will be 36 months from the date of approval from all statutory authorities like B.D.A/B.M.C, Fire, P.H.D & RERA, if everything goes smoothly. That in case of any natural calamities such as flood, heavy rain, cyclone, earthquake etc. or any other unrest, any government policy measures, Enactment of any law, order of the Court etc. for which any situation arises, so as to make the situation beyond the control of the developer to continue the construction work the time period for completion of the work shall be extended by that much of time.
- xii. That the developer shall be entitled to make any partner, for smooth execution of the construction work and share the benefits whatsoever, without adversely affecting the owner's interest, but under no circumstances the owner shall be answerable or liable before the partner.
- xiv. Common facilities and amenities shall include lift, corridors, hallways, staircase, passageways, driveways, pump room, underground water reservoir, overhead water tank, water pump, generator with room, garage, parking place and other facilities like waste water pipes, all fittings to all the flats, safety provision like electrical earthing & lightening arrester, which may be mutually agreed upon, between the parties and required for establishments, maintenance and management of the building, but excluding the roof and terrace of the building.
- xv. The sewerage system must be properly setup for free passage to safer place and reasonable distance must be maintained, from the place of water reservoir and water source system.

*Developer's signature*

FOR ARCHID BUILDERS PVT. LTD.  
*(Signature)*  
 Managing Director

W-1 Prasantha & Das

W-2 Ashwin Patraik

- xv. That the developer must take all sorts of care of the apartment building as and when required, for a period of 12 months (1year) after completion of the project.
- xvi. That the developer shall be responsible for maintenance so far as the original structure, roof and side wall is concerned, for a period of 12 months (one year) after completion of the project.
- xvi. That the appointed arbitrator will decide any dispute arising out of this agreement and the place of arbitration will be at Bhubaneswar.

*Bansidar Mishra*  
For ARCHID BUILDERS PVT. LTD.  
*Bansidar Mishra*  
Managing Director

### SCHEDULE OF THE PROPERTY

Dist.- Khurda, Tahasil : Bhubaneswar, Tahasil  
No:260, under jurisdiction of District Sub-Registrar,  
Bhubaneswar, P.S. :New Capital, Thana No:22,  
Mouza :Patia Khata No.- 493/38, Plot No.- 403,  
Kissam : Gharabari, Area : Ac0.500 decimals.

### BOUNDED BY :

NORTH : PLOT NO-403/191  
SOUTH : ROAD  
EAST : PLOT NO-403/1972  
WEST : PLOT NO-391

*W-1 Prasanna Ks Das*  
*W-2 Ashwin Kishik*

IN WITNESS WHEREOF, the parties to this agreement have put their seal and signatures, on this day, month and year above mentioned in presence of the following witnesses.

WITNESSES:-

1. Prasanna K Das  
A/po Lingana's Nagar  
018 4057  
BBSR


Banendra Mohanty  
Signature of the FIRST PARTY  
(Owner)

2. Anshuman Patraik  
S/o Sai Rabinarayan Patraik  
Plot no: 102, Shree Lal Kulkarni  
Sdramaya Parkside Kan  
BBSR - 751018

B  
For ARCHID BUILDERS PVT. LTD  
Managing Director  
Signature of the SECOND PARTY  
(Builder/Developer)

CERTIFICATE

Certified that the Deed of Agreement is drafted and prepared by me as per the instruction of the above parties and they being read over and admitting the contents to be true put their respective signatures hereto.

  
(Atma Prakash Mohanty)  
Advocate

IN WITNESS WHEREOF, the parties to this agreement have put their seal and signatures, on this day, month and year above mentioned in presence of the following witnesses.

WITNESSES:

*[Signature]*  
Signature of the FIRST PARTY  
(Owner)

*[Handwritten notes]*  
1st witness  
2nd witness

*[Signature]*  
Signature of the SECOND PARTY  
(Builder/Developer)

*[Handwritten notes]*  
3rd witness  
4th witness

CERTIFICATE

Certified that the Deed of Agreement is drafted and prepared by me as per the instruction of the above parties and they being read over and admitting the contents to be true put their respective signatures hereto.



*[Handwritten mark]*