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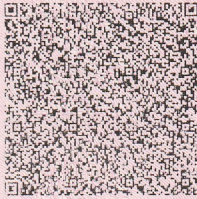


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INDIA NON JUDICIAL
Government of Odisha

e-Stamp

Certificate No. : IN-OD03521223418907U
Certificate Issued Date : 28-Mar-2022 01:48 PM
Account Reference : SHCIL (FI)/ odshcil01/ SRO- BHUBANESWAR/ OD-KRD
Unique Doc. Reference : SUBIN-ODODSHCIL0104769232001045U
Purchased by : B3 CREATION PVT LTD DIR RACHITA MISHRA
Description of Document : Article IA-5(2) Agreement
Property Description : MOUZA-TAMANDO
Consideration Price (Rs.) : 47,52,000
(Forty Seven Lakh Fifty Two Thousand only)
First Party : BASANT KUMAR SAHOO
Second Party : B3 CREATION PVT LTD DIR RACHITA MISHRA
Stamp Duty Paid By : B3 CREATION PVT LTD DIR RACHITA MISHRA
Stamp Duty Amount(Rs.) : 95.040
(Ninety Five Thousand And Forty only)



Please write or type below this line

AGREEMENT

Basant Kumar Sahoo

PU 0000447761

Statutory Alert:

1. The authenticity of the Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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Basanta Kumar Sahoo
Not Attested

Basanta Kumar Sahoo



Rachita Mishra
Not Attested

AGREEMENT FOR DEVELOPMENT OF PROPERTY

THIS MEMORANDUM OF AGREEMENT FOR DEVELOPMENT OF PROPERTY executed on this the 28th day of March, 2022 (two thousand twenty two), at Bhubaneswar.

BETWEEN

SRI BASANTA KUMAR SAHOO, aged about 47 years, S/o. Late Kirtan Sahoo, by caste - Gudia, by profession - Business, resident of At./P.O./P.S. - Tamando, District - Khurda (Odisha), PIN - 752054, having PAN - A QFPS4468R, Aadhaar No.9442 4867 7538, Mobile No.7978571019 (hereinafter called the "Landowner"), which expression shall unless repugnant to the subject or context shall mean and include his legal heirs, successors, legal representatives, executors, administrators and assigns of the FIRST PART.

Basanta Kumar Sahoo
28/3/22

B3 CREATION PRIVATE LIMITED
Rachita Mishra
Director 28/3/22

P. Subbransu Sekhar

Pranay Kumar Sahoo

115

28.3.22



AND

B3 CREATION PRIVATE LIMITED, HAVING ITS OFFICE AT PLOT NO.1191, BIMALA BHAWAN, NAYAPALLI, BHUBANESWAR – 751012, DISTRICT – KHURDA (ODISHA), HAVING PAN - AAKCB5318F, REPRESENTED BY ITS DIRECTOR RACHITA MISHRA, AGED ABOUT 54 YEARS, W/O. TARA PRASAD MISHRA, BY CASTE – BRAHMIN, BY PROFESSION – BUSINESS, AADHAAR No.9047 6976 4202, MOBILE No.9692088888 (hereinafter called the “**Builder/Developer**”), which expression shall mean and include its Directors, successors in office, executors, administrators and assigns of the SECOND PART.

WHEREAS, the property situated in Mouza – Tamando, Khata No.132/59, Plot No.343/536, area Ac.0.198 decimals, was in the name of Ramachandra Prusty and Shyam Sundar Prusty as per Record of Rights published by the Tahasildar, Bhubaneswar in respect to Mutation Case No. ~~31079/14~~ and the said Shyam Sundar Prusty sold his 50% share i.e. Ac.0.099 decimals, with the consent of Ramachandra Prusty to 1st party hereto Sri Basanta Kumar Sahoo, vide Regd. Sale Deed I.D. No.1131115917 and Document No.11131115239, dated 02.12.2011 registered in the office of Sub-Registrar, Khandagiri, Bhubaneswar and the 1st party has got the said property mutated/recorded in his name in the Govt. Records (Tahasildar, Bhubaneswar) vide Mutation Case No.10218/14 and obtained “PATTA” (Record of Rights) thereof in his name in Mutation Khata No.132/402, Mutation Plot No.343/536/821, area Ac.0.099 decimals, full plot and the 1st party has also converted the said property from agricultural status to residential (homestead) status vide O.L.R. U/s. 8 (A) Case No.5180/15 and the said Ramachandra Prusty also sold his 50% share i.e. Ac.0.099 decimals to the 1st party hereto Sri Basanta Kumar Sahoo vide Regd. Sale Deed I.D. No.1131808397 and Document No. 1131808028, dated 05.10.2018 registered in the office of Sub-Registrar, Khandagiri, Bhubaneswar and the 1st party also got the said property mutated/recorded in his name in the Govt. Records (Tahasildar, Bhubaneswar) vide Mutation Case No.31079/2018 and obtained “PATTA” (Record of Rights) thereof in his name in Mutation Khata No.132/583, Mutation Plot

001 - P. Subhramanyu Sekher

002 - Paramanand Kumar Sahoo

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Basanta Kumar Sahoo

B3 CREATION PRIVATE LIMITED

Rachita Mishra

Director

No.343/536, area Ac.0.099 decimals, full plot and also the 1st party converted the said property from agricultural status to residential (homestead) status vide O.L.R. U/s. 8 (A) Case No.5453/19 and the 1st party is in peaceful possession over the total area Ac.0.198 decimals, the details of which are given in the schedule below, as absolute owner without any dispute.

AND WHEREAS, the Landowner have been nourishing with the desire to develop/construct a Residential Apartment Building over the scheduled property in accordance with the plan to be sanctioned/approved by the Bhubaneswar Development Authority and accordingly a scheme has been framed by the Landowner. But, since the Landowner has neither technical expertise nor financial resources, they have given offer to the Builder/Developer of the Second Part, who is engaged in developing building comprising of independent units. After negotiation, the Builder/Developer has agreed to develop the building entirely at their cost with the terms and conditions mutually agreed upon by and between the parties. In order to avoid any future complication, the terms so agreed upon are reduced to writing and enumerated in this agreement as under:

- A. By virtue of the recitals herein contained the Landowner are competent and absolutely seized and possessed of all that piece and parcel of compact land described in the schedule given hereinafter and the Landowner have valid right, title and possession over the said land and except Landowner, no other person has any semblance of interest over the said land, if found any dispute or claim by any third party then the same may be managed by the First Party and will be adjusted from his share.
- B. The Builder/developer shall construct and erect the said Building over the said property strictly in accordance with the aforesaid plan to be sanctioned/approved by the Bhubaneswar Development Authority, and shall deal with various portions of the said building on the terms and conditions hereinafter contained.
- C. The Builder/Developer shall construct the building according to the approved building plan and permission accorded and shall not construct any illegal or unauthorized area or unit or units and if they do so it would be entirely at

01 - P. Subhansu Sekha

02 - Pranam Kumar Sahoo

Belanta Kumar Sahoo

their cost and risk and the Landowner shall not be held liable for the constructions made beyond the approved plan. The responsibility with regards to the quality and standard of construction of the aforesaid Residential Apartment Building would be exclusively, that of the Builder/Developer, but it shall not below standard specification as specified by B.I.S.

NOW THIS AGREEMENT WITNESSTH and it is hereby agreed by and between the parties hereto as follows: -

DEFINITION

Unless in these presents there is something is in the subject or context inconsistent there with:

1. **'Property'** shall mean the entire land as described in the schedule appended hereto.
2. **'Building'** shall mean the building to be constructed/erected over the said property as per the sanction/approved plan by Bhubaneswar Development Authority.
3. **'Landowner'** shall mean Basanta Kumar Sahoo, which also include his respective legal heirs, successors, assigns, representatives etc.
4. **'Builder/Developer'** shall mean B3 CREATION PRIVATE LIMITED, which also includes its Directors, successors in office, executers, administrators and assigns.
5. **'Common Facilities'** shall mean and include corridors, common passage, staircase-cum-landings, equipments and accessories provided in the building, lift, generator, 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.
6. **'Building Plan'** shall mean the plan to be sanctioned and approved by Bhubaneswar Development Authority 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).

Basanta Kumar Sahoo

B3 CREATION PRIVATE LIMITED

Rachita Mishra
Director

*201 - P. Subhrendu Sekar
202 - Pramod Kumar Sahoo*

7. 'Units' shall mean a portion of the floor space comprising of the Residential Apartment Building capable of being exclusively occupied and enjoyed.
8. 'Proposed Building/Project' shall mean and include the Residential Apartment Building(s) to be constructed and the land appurtenant thereto and all passages, the parking space, amenities provided thereto etc.

COMMENCEMENT:

This Agreement shall commence on and from the ----- day of March, 2022 (two thousand twenty-two).

VALIDITY:

THAT, the said agreement shall remain valid till the Project is fully completed and the Builder/Developer (Second Party) share is fully sold out and possession of various units is handed over to respective customers by the Builder/Developer (Second Party) and that the Irrevocable General Power Attorney (IGPA) to be executed by the 1st party member either before or after obtaining the approved building plan and the agreement and the Irrevocable General Power Attorney (IGPA) shall not be cancelled under any circumstance by the First Party member or its nominees assigns/heirs till all formalities as per the stipulations of the agreement is completed in all respect. As such the investment of the 2nd party in the project create interest over the schedule property.

CONSTRUCTION:

1. That, the Builder/Developer agree to develop the said property at their own risk, cost and expenses and with their own resources after they obtain the requisite permission, sanction and approvals from authorities concerned and thereafter to construct thereon the said Building. The Landowner agrees, in accordance with this Agreement, to place at the complete disposal of the Builder/Developer, the physical and actual vacant possession of the said property and to irrevocably vest upon the Builder/Developer the unfettered right to prepare and submit building plans before the authorities and obtain requisite permission, sanction and approvals for development, construction and completion of the said Residential Apartment Building with the signing of this Agreement.

Badanta Kumar Sahoo

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B3 CREATION PRIVATE LIMITED

Rachita Mishra
Director

001 - P. Subramanian Sekse.
002 - Pravin Kumar Sahoo



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)-95080 ,, User Charges-1000 ,Total 96080

Date: 28/03/2022

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar **Sub-Registrar KHANDAGIRI** between the hours of 10:00 AM and 1:30 PM on the **28/03/2022** by **BASANTA KUMAR SAHOO** , son/daughter/wife of **LATE KIRTAN SAHOO** , of **AT/PO/PS- TAMANDO, BBSR, KHORDHA** , by caste **General** , profession **Business** and finger prints affixed.

Basant Kumar Sahoo

Signature of Presenter / Date: 28/03/2022

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

| Name | Photo | Thumb Impression | Signature | Date of Admission of Execution |
|--|-------|------------------|---------------------------|--------------------------------|
| BASANTA KUMAR SAHOO | | 315235756 | <i>Basant Kumar Sahoo</i> | 28-Mar-2022 |
| B THREE CREATION PVT LTD REPRESENTED DIRECTOR RACHITA MISHRA | | 243142649 | <i>Rachita Mishra</i> | 28-Mar-2022 |

Identified by **P. SUBHRANSU SEKHAR** Son/Wife of **N/A** of **BBSR, KHORDHA** by profession **Others**

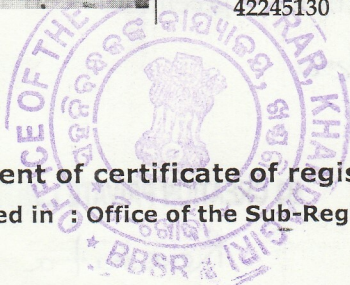
| Name | Photo | Thumb Impression | Signature | Date of Admission of Execution |
|---------------------|-------|------------------|----------------------------|--------------------------------|
| P. SUBHRANSU SEKHAR | | 42245130 | <i>P. Subhransu Sekhar</i> | 28-Mar-2022 |

Date: 28/03/2022

Signature of Registering officer

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the Sub-Registrar, KHANDAGIRI



2. It shall be the responsibility of the Builder/Developer to submit, pursue and follow-up to obtain all such required permission(s) as per the statutory law prevailing.
- 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 shall be on account of the Builder/Developer.
- b. The Builder/Developer shall forthwith on obtaining all such required permissions from concerned Development Authority, start construction upon the said property in a substantial and workman like manner in accordance with the plans, specification and elevations as sanctioned/approved by the Bhubaneswar Development Authority including any amendment, modification or variation or alteration to the said plans and specification which may be made by the Builder/Developer. The said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the Builder/Developer and/or their agents.
- c. The Builder/Developer shall comply with the requirements and requisition of the B.D.A., and/or other local authorities as the case may be relating to the construction of the said building on the said property and shall obtain necessary approval from the authorities concerned as and when required.
3. The Builder/Developer shall make their best endeavors to complete/finish the said building in all respects so as to befit for occupation/habitation within 36 (thirty six) months from the date of approval from the ORERA authority, unless prevented by reasons beyond the control of the Builder/Developer, including force majeure conditions, acts of God, any notice or notification of the Government and/or restraint order issued by any Court or Public Authority for stoppage of construction work etc. If there is any delay beyond the above schedule then the Builder/Developer will get a further extension of six months once only, which shall be mutually decided by both the parties.

Basant Kumar Sahu

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B3 CREATION PRIVATE LIMITED

Rachita Mishra
Director

001 - P. Subhramanyu Seta
002 - Pramoj Kumar Saha

Book Number : 1 || Volume Number : 63

Document Number : 11132203323

For the year : 2022

Seal :

Signature of Registering officer

Date: 28/03/2022

Print

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Handwritten notes on the left margin:
1. 28/03/2022
2. 28/03/2022



LANDOWNER' OBLIGATIONS:

The Landowner hereby agrees and covenant with the Builder/Developer as follows: -

1. Not to cause any interference or hindrance in the construction of the said Residential Apartment Building over the said land unless the Builder/Developer act in a manner violating (a) the terms of this Agreement, (b) the sanctioned/approved plan of the concerned BDA Authority and (c) the building standard specified by B.I.S.
 - a. The Landowner hereby handover the vacant physical possession with demarcation of the said property to the Builder/Developer in a sketch map. The delivery of vacant physical possession is handed over to the Builder/Developer in a separate sheet and the Builder/Developer took over physical possession from the Landowner, which shall form a part of this Agreement.
 - b. If, the Landowner needs any extra modifications within his allocated share, then he shall inform the Builder/Developer about the same prior to brick work and the cost of such modifications shall be borne by the Landowner.
2. Not to prevent the Builder/Developer from negotiating with intending purchasers of flats/units for assigning, disposing or letting out any portion of the building except 40% of the total carpet area/built-up area/super built up area/parking space more-fully specified as allocation of the Landowner.
3. Not to enter into any agreement or transfer, convey or assign or encumber or deal with the said land or any portion thereof with any Third Party and shall duly convey and transfer the proportionate impartible undivided share i.e., 60% in the land to the Builder/Developer or its nominees any time after substantial progress of construction.
4. The Landowner give license and express permission to the Builder/Developer for entering upon the said property having absolute authority henceforth and also competency to commence, carryon and complete the development of the land in accordance with the permission granted. The said license to

Basant Kumar Sahoo

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B3 CREATION PRIVATE LIMITED

Rachita Mishra

Director

Dr. P. Subhramanyam Seneo.
Dr. - Pramad Kumar Sahoo,

develop the property is personal and is not assignable without the consent of the Landowner.

5. The Landowner shall at the request and cost of the Builder/Developer sign and execute papers, documents, applications for approval of the building plans from any authorities or departments.
6. The Landowner shall execute the sale conveyances of flats/units if required in favour of the intending purchaser/nominees of the builder/developer share in the proposed Residential Apartment Building at the advice of the Builder/Developer, transferring proportionate impartible undivided share in the said land to the concerned occupier without demanding any more money.
7. The Landowner declare that, he is entitled to enter into this agreement with the Builder/Developer and that he has not agreed, committed, contracted or entered into any agreement with any other person in respect of the property and that 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.
8. That the Landowner will hand over the original land documents, ROR and all the original documents relating to the below mentioned scheduled property to the builder/developer (Second Party) at the time of execution of this agreement.
9. That the Landowner may choose to either sell or lease out his respective share in the proposed complex or use a part of it for his own Residential use after the completion of the building. However, he will be bound by the rules of the Apartment Owner's Association (AOA) guidelines that will be applicable after the formation of the Apartment Owner's Association (AOA) for this project.
10. The Landowner further undertakes not to raise any complaint or objection in case the Builder/Developer contacted other adjacent plot owners for jointly entering into this complex/project.

Badanta Kumar Saha

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B3 CREATION PRIVATE LIMITED

Rachita Mishra
Director

001 - P. Subhrajeev C. K. S.
002 - Pramoel M. Saha

BUILDER/DEVELOPER'S OBLIGATION :

1. The project work shall be commenced with effect from the date of signing and execution of this agreement and construction from the date of the approval of the Building Plan by the Bhubaneswar Development Authority.
2. To complete/finish the construction and erections of the said building within 36 (thirty-six) months from the date of approval of the ORERA authority.
3. That if the construction of the proposed building shall be delayed by any order/clearance to be obtained from any local authority, in that event the owner (the First Party member) shall not claim any damage or compensation from the builder/developer (second party) in any way.
4. The Landowner will give permission to the builder/developer (Second Party) to mortgage the total project land, including the Owner's Land and/or the carpet areas/built-up areas/super built up areas/parking spaces for raising project development and construction finances, however before completion of the Project, the Builder/Developer shall liquidate the loan amount to the bank / financial institutions/individuals.
5. Not to violate or contravene any statutory provisions, rules, regulations etc. applicable for construction of the said building.
6. Any labour or workmen engaged for the construction of the building by the Builder/Developer will be the employee of the Builder/Developer. The Landowner shall have 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 Builder/Developer and the Landowner shall not incur any liability, responsibilities for the same.

CONSIDERATION :

1. That, the Builder/Developer shall pay an amount of Rs.40,000,00/- (Rupees Fourty Lakhs) only to the Landowner as refundable/adjustable interest free security deposit out of which the Builder/Developer has paid an amount of Rs.20,00,000/- (Rupees Twenty lakhs) only in shape of Cheque

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B3 CREATION PRIVATE LIMITED

Rachita Mishra
Director

cor - P. Subhrendra Saha
cor - Pranjod Kumar Sahoo

bearing No. dated
drawn on and the remaining
balance Rs.20,00,000/- (Rupees Twenty Lakhs) cash only on
Dtd.... . The above said refundable/adjustable security deposit
will be refunded by the Landowner to the Builder/Developer or
the same shall be adjusted from the share of the Landowner at
the time of allocation of share.

2. That, the parties hereto above shall share the total carpet areas/built-up areas/super built up areas/parking spaces in the said Residential Apartment Building proportionate to their shares in the ratio of 40% of the Landowner and the remaining 60% carpet areas/built-up areas/super built up areas/parking spaces shall be of the Builder/Developer. The areas proportionate to their shares in respect of the floor space/parking space of the entire Residential Apartment Building to be built on the said plot shall be allotted / assigned in the ratio i.e., 40% of the Landowner as permitted by the BDA, Bhubaneswar and the rest of the Residential Apartment Building towards the Builder/Developer in orderly manner. And the extra F.A.R purchased by the Builder/Developer from BDA will also have the same sharing ratio of 40% for the Landowner. This allotment or assignment of the respective shares shall be specified through a Share Allocation Agreement to be executed between both the parties.
3. It is understood that the super built-up area shall form the part of outer-to-outer measurements of the unit/units and including the proportionate share of the common areas of the tower Corridors, lifts, machine rooms, staircase, common stores, service rooms, entrance lobby, architectural projections, common parking spaces and elements etc.
4. That the share of the Landowner will be clearly outlined in terms of Flat nos, Floor nos., Block name and carpet areas/built up areas/super built-up areas and Parking nos. after receiving the final approval from the concerned authorities and before the commencement of construction of the proposed Residential Apartment Building in the above said share allocation agreement.
5. The parties hereto i.e., the Builder/Developer and the Landowner hereby mutually agree that in order to and for the purpose and in the process of proportionating the carpet

32 - P. Subhansu Sekh
32 - Pramod Kumar

Basanti Kumar Saha

B3 CREATION PRIVATE LIMITED
Rachita Mishra
Director

- areas/built-up areas/super built up areas/parking spaces in the allocated shares 60% of the Builder/Developer and 40% of the Landowner amongst themselves. If the portion of such the carpet areas/built-up areas/super built up areas/parking spaces 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 the carpet areas/built-up areas/super built up areas/parking spaces @ of market value or as may be mutually agreed upon at the time of distribution of shares between the parties. It shall, however, be open to the parties to arrive at such other manner mode of computation of the compensation payable in such situation by mutual agreement.
6. That the Landowner and Builder/Developer have agreed not to claim any specific demarcation of the land and agreed that said land 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 share and only constructed area shall be shared.
 7. That it is hereby agreed by the Landowner that the Builder/Developer (Second party) shall have the absolute right to finalize, settle and negotiate the terms of the, the carpet areas/built-up areas/super built up areas/parking spaces /units except Landowner share (First party) of the proposed Project, at such rate and price as the Builder/Developer (second party) think proper.
 8. That, the Builder/Developer and the Landowner shall enter into agreement to dispose of the saleable carpet areas/built-up areas/super built up areas/parking spaces coming under their respective shares as agreed to under this agreement at an agreed common rate at any specific point of time. The parties ensure that at no point of time any one of them will agree to sell any area/ parking space out of their respective shares at any rate different from the rate mutually agreed upon.
 9. That, the Builder/Developer shall be liable to assign and the Landowner shall be entitled to get 40% of the total carpet areas/built-up areas/super built up areas/parking spaces from & out of the total constructed carpet areas/built-up areas/super

Basant Kumar Saha

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B3 CREATION PRIVATE LIMITED

Rachita Mishra
Director

302 - P. Subhanga Saha
302 - Pranjay Kumar Saha

built up areas/parking spaces and the Landowner shall be confirmed by the Builder/Developer after Approval of the Building Plan. The balance carpet areas/built-up areas/super built up areas/parking spaces in the Residential Apartment Building is specified as the allocation of the Builder/Developer.

10. That, in consideration of the terms hereby agreed upon the Landowner convey, assign and absolutely vest upon the Builder/Developer the right of development/construction on the said property and also their rights to enter into agreement to sell, transfer and assign 60% of the total constructed space/ carpet areas/built-up areas/super built up areas/parking spaces in the said building together with proportionate interest in the land at such rate as may be determined by the Builder/Developer.
11. The Builder/Developer shall have the right to enter into agreement with intending owners of units to sell, transfer, charges, assign and let-out 60% of the total constructed carpet areas/built-up areas/super built up areas/parking spaces except the Landowner entitlement of flats/ parking space and the Landowner shall not raise any objection to such agreement to transfer, assignment or disposition. It is hereby agreed that, the Builder/Developer shall have right to finalize and settle the terms and/or to dispose off 60% of the total carpet areas/built-up areas/super built up areas/parking spaces /units in the proposed building at such cost the Builder/Developer in their absolute discretion thinks proper.
12. The Landowner hereby agreed to execute necessary deeds of conveyance directly in favour of the intending purchaser as per the advice of the Builder/Developer. However, all liabilities including costs, charges and expenses in respect thereof shall be paid and discharged by the Builder/Developer or the intending purchaser.
13. The Builder/Developer shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the Landowner will not have any objection for the same.
14. That, the Builder/Developer shall have the right to receive from the intending flat owners any earnest money and/or

Basant Kumar Saha

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B3 CREATION PRIVATE LIMITED

Rachita Mishra
Director

301 - P. Subhansu Sekh
302 - Pranjay Kumar Saha

booking amount and also the balance cost of the unit and to grant receipt(s) and execute such receipts as may be deemed necessary. The Landowner hereby agree to ratify and confirm all acts, the Builder/Developer 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.

15. The Landowner 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 Builder/Developer to facilitate the construction of the proposed building on the said plot of land in accordance with the terms of the agreement.
16. That, the Landowner shall remain liable to encumbrance, if any, in respect of the said land up to the date of this agreement, the Builder/Developer shall remain liable for all encumbrances/liabilities created after this date, in relation to the land or proposed construction.
17. That, the Landowner and the Builder/Developer 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 the suing party shall also have a right to recover cost and damages if any.
18. 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.
19. That the Landowner authorize the Builder/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 permissions, 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 Builder/Developer.
19. That, if the Builder/Developer desire to make any alteration, changes, deviation during the course of construction beyond the

Badanta Kumar Saha

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BS CREATION PRIVATE LIMITED

Rachita Mishra
Director

Dr. P. Subhansu Saha
Dr. Pramod Kumar Saha

sanctioned plan become necessary, desirable or advisable, the said alternation/ change may be made in conformity after obtaining modified plan approved from Bhubaneswar Development Authority and that as a consequence of such alteration/ changes if any, compounding fees is levied by the Bhubaneswar Development Authority, the said liability shall be borne by the Builder/Developer.

20. That the Landowner undertakes to irrevocable constitute the Builder/Developer as their Attorney holder by executing an irrevocable General Power of Attorney either after or before obtaining approved building plan from BDA, Bhubaneswar, duly registered for completing the exercise and effectuating the object in connection with the Development/Construction and completion of the said Building. The said Irrevocable General Power of Attorney shall be treated as part and parcel of this Development Agreement. However, the Builder/Developer undertake in their capacity not to do or cause to be done any act, commission or thing which may, in any manner, flout, contravene and contrived any law, rules, regulation etc. or which may amount to misuse of any authority or right hereby conveyed or breach of provisions of law. In case of non-performance or non-observance of such law, rule, regulation or condition of this agreement, the entire liability in that behalf shall be incurred or discharged by the Builder/Developer and furthermore the Builder/Developer undertake to keep the Landowner entirely harmless and indemnified against all claims or demands resulting from the aforesaid non-performance and non-observance.

21. The above said Irrevocable General Power of Attorney shall always be treated and construed as part and parcel of the said Development Agreement and it shall be valid till completion of the Building and shall remain in force until the Builder/Developer transfer his share out of the total carpet areas/built-up areas/super built up areas/parking spaces of the said Residential Apartment Building to be constructed along with proportionate impartible undivided share in the Land to the prospective purchasers.

22. That, in case the said property or any part thereof now declared or represent to be belonging to the Landowner is found to be non-existent on account of defective title of the Landowner or any other person claiming title paramount to the Landowner, the Landowner shall be liable for all the damages, losses and cost sustained by the Builder/Developer. Accordingly the Landowner agree and undertake to keep the Builder/Developer and/or their nominee(s) harmless, indemnified against all claims and expenses which the Builder/Developer and/or their nominee(s) may be made liable to pay or suffer in case their right and title is questioned.

Bodanta Kumar Sahoo

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B3 CREATION PRIVATE LIMITED

Rachita Mishra

Director

301 - P. Subhramanyam Saha
302 - Pranamoy K. Saha

MISCELLANEOUS :

- 1) The name of the said Building shall be "-----".
- 2) That after execution of this agreement the Builder/Developer will construct boundary wall, pump house, overhead tank, store rooms, office room, and take all developmental works in the schedule property like filling of land, electric connection to the said land and shall obtain permission for such installation from the concerned authority wherever necessary.
- 3) That both the parties to this agreement agreed that the expenditures to be incurred towards installation of electric substation, security deposit towards electric connection to the individual flats/units, installation of electric meter for individual flats/units or any other common amenities/facilities provided for the project and towards maintenance charges up to the formation of Apartment Owner's Association shall be borne by the landowner and the Builder/Developer proportionately as per their respective share ratio.
- 4) That the GST or any other taxes, Charges, Cess, Fees, etc. levied by the Govt. authorities for the service rendered by the Builder/Developer to the Landowner during execution of the project or in future, then the Landowner shall bear the same against his 40% allocation of share.
- 5) That in the case if both the parties' desires to get extra FAR beyond the base FAR, from BDA, Bhubaneswar and the cost for the purchasable FAR to be borne by the Builder/Developer. The construction of the extra FAR area to be done by the Builder/Developer at his own cost and the said extra FAR built-up area will be shared by both the parties as per their respective share ratio.

ARBITRATION :

In case of any dispute of difference arising between the parties during the progress of construction or after completion thereof or abandonment of the work as to the construction of any covenant spelt-out under this agreement or any clause thereof or relating either the said building work or arising out of this agreement or any other supplementary agreement,

Bobanta Kumar Sahoo

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BS CREATION PRIVATE LIMITED

Rachita Mishra
Director

31 - P. Subhansu Seka
32 - Pradyumnu Sahoo

disputes relating to entitlements of the parties, shall be referred to Arbitrator, appointed by mutual consent of both the parties, failing which the parties may take the shelter of proper court of law for reference to an Arbitrator as per the procedures laid down in Arbitration and Conciliation Act, 1996 or any statutory enactment or modification there under and the decision rendered by the said Arbitrator shall be final and binding on the parties.

JURISDICTION :

All accounts between the parties hereto shall be settled at the Landowner place and/or at any other place, as may be mutually agreed upon. The courts at Bhubaneswar only have jurisdiction to entertain the dispute and difference between the parties.

SCHEDULE OF LAND

District – Khurda, P.S. – Bhubaneswar, Hal P.S. – Tamando, P.S. No.14, Tahasil– Bhubaneswar, under the Jurisdiction of Sub-Registrar, Khandagiri, Bhubaneswar. Mouza – TAMANDO, Khata No.132/402 (one hundred thirty two / four hundred two), Sthitiban, Plot No.343/536/821 (three hundred forty three / five hundred thirty six / eight hundred twenty one), Kisam – Gharabari, area Ac.0.099 (ninety nine) decimals, full plot and Khata No.132/583 (one hundred thirty two / five hundred eighty three), Sthitiban, Plot No.343/536 (three hundred forty three / five hundred thirty six), Kisam – Gharabari, area Ac.0.099 (ninety nine) decimals, full plot. Total one Mouza, two Khatas, two Plots and total area Ac.0.198 (one hundred ninety eight) decimals. Rent Rs.59.50 paisa.

BOUNDED BY :-

North – Revenue Plot No.343 (P)
South – Revenue Plot No.343 (P)
East – Revenue Road

Basant Kumar Sahoo

B3 CREATION PRIVATE LIMITED

Rachita Mishra
Director

Dr. P. Subhansu Sekar
Dr. Pramad m Sahoo

West - Revenue Plot No.342

That, the stamp duty and registration fees in this agreement paid on Rs.47,52,000/- (Rupees forty seven lakhs fifty two thousand) only as per Govt. Bench Mark Valuation.

IN WITNESSES WHEREOF, the parties have hereunto put, set and subscribe their respective hands and seal on the date, month and year first above written.

WITNESSES :

Basant Kumar Sahoo

1. P. Subhansu Sekla.
S/O - SURENDRA NATH PRADHAN
Address :- Plot No - 1191
Nayapalli, Bhubaneswar
Signatures of the Landowner

B3 CREATION PRIVATE LIMITED

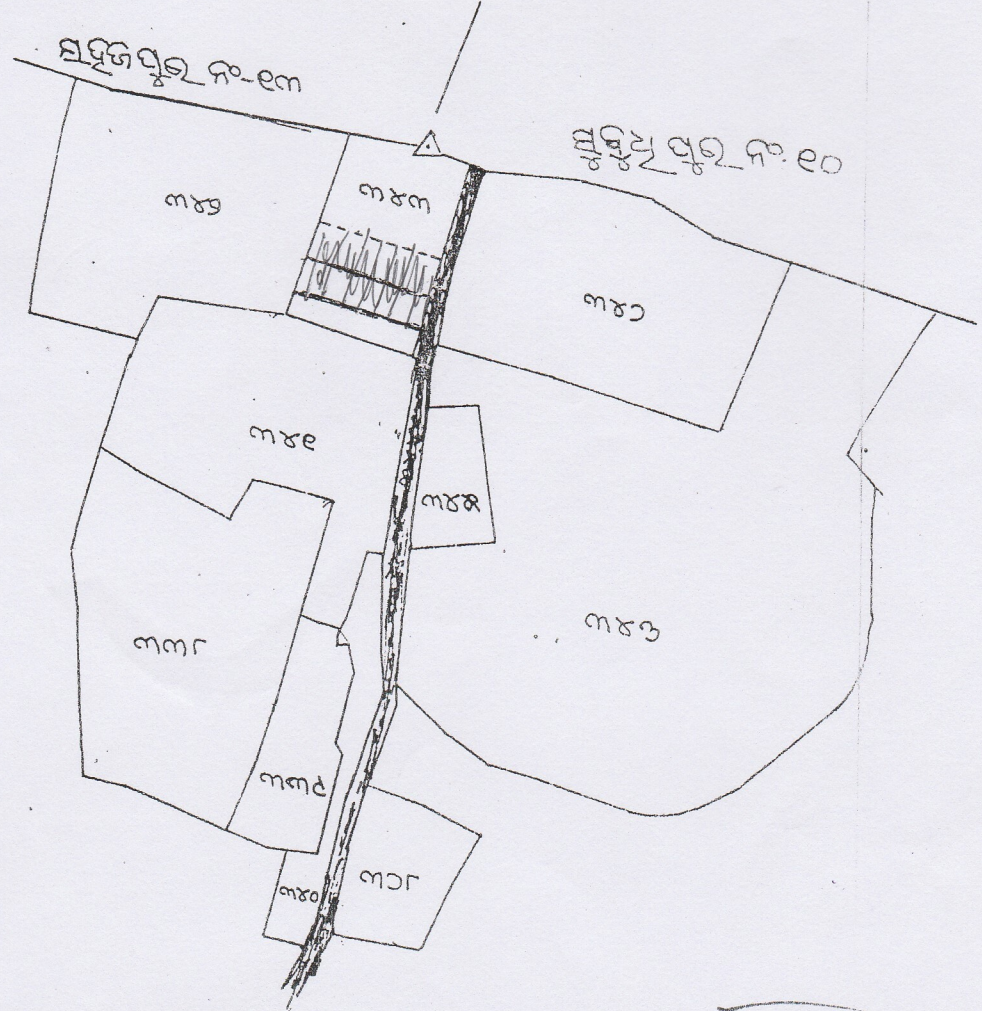
2. *Pranjal Kumar Sahoo* / *Rachita Mishra*
Director
Signature of the Builder/ Developer
28/3/22

Certified that, this Agreement is drafted and typed by me as per the direction and dictation of the Executants and after understanding fully the contents of this deed, they put their respective signatures in presence of the witnesses.

[Signature]
28/3/22

Advocate, Bhubaneswar

ମୌଜା - ଦମାଣ୍ଡେ ସିନ-୨
 ଥାନା - ଭୁବନେଶ୍ୱର ନ-୧୪
 ଜିଲ୍ଲା - ପୁରୀ ଜି - ଖୋର୍ଦ୍ଧା
 ସେକ୍ସ - ୭୩୨୩ = ନା ୧୭୩
 ସିନ - ୧୧୪୩-୪୪



Basanta Kumar Sahoo
 28.03.2022

Rama chandra prusty
 Basanta Kumar Sahoo
 05/10/18

Valuation Report

Application No- **1132203581**

Registration Office- **KHANDAGIRI**

DEED DETAILS

Application Type- **AGREEMENT OF SALE WITH POSSESSION** Status- **Pending for Fee collection**

| Application No. | Execution Date | Presentation Date | Book No. | No. of Pages | Registration No | Registration Date |
|-----------------|----------------|-------------------|----------|--------------|-----------------|-------------------|
| 1132203581 | 28-MAR-22 | 28-MAR-22 | 1 | 35 | | |

FEE DETAILS (In ₹.)

| | | | |
|---|---------|---|-------|
| Stamp Duty : | 95040 | Registration Fee : | 0 |
| Consideration Amount : | 4752000 | A(10): | 95040 |
| Benchmark Value : | 4554000 | Incidental Fee Details | |
| <input type="checkbox"/> STAMP <input type="checkbox"/> E-STAMP <input type="checkbox"/> FRANKING | | User Charges : | 1000 |
| | | <input type="checkbox"/> CASH <input type="checkbox"/> CHEQUE <input type="checkbox"/> DD <input type="checkbox"/> CHALLAN <input type="checkbox"/> POS | |
| | | <input type="checkbox"/> NEFT <input type="checkbox"/> RTGS <input type="checkbox"/> IMPS <input type="checkbox"/> IFMS | |

FIRST PARTY DETAILS

| Name | Relation | Relation's Name | Gender | Age | Profession | Caste | Interest/Type | Presenter | Signed | Present Address |
|---------------------|----------|-------------------|--------|-----|------------|---------|------------------|-----------|--------|---------------------------------|
| BASANTA KUMAR SAHOO | FATHER | LATE KIRTAN SAHOO | MALE | 47 | Business | General | FIRST PARTY/SELF | YES | YES | AT/PO/PS-TAMANDO, BBSR, KHORDHA |

SECOND PARTY DETAILS

| Name | Relation | Relation's Name | Gender | Age | Profession | Caste | Interest/Type | Presenter | Signed | Present Address |
|--|----------|-----------------|--------------------------|-----|------------|---|-------------------------|-----------|----------------------------|---|
| B THREE CREATION PVT LTD REPRESENTED DIRECTOR RACHITA MISHRA | | | | 54 | | GENERAL | SECONDPARTY/INSTITUTION | | | AT- PLOT NO- 1191, NAYAPALLI, BBSR, KHORDHA |
| Representative Name | | | Institution Name | | | Representative Address | | | Representative Designation | |
| B THREE CREATION PVT LTD REPRESENTED DIRECTOR RACHITA MISHRA | | | B THREE CREATION PVT LTD | | | AT- PLOT NO- 1191, NAYAPALLI, BBSR, KHORDHA | | | DIRECTOR | |

IDENTIFIER DETAILS

| Name | Father/Husband's Name | Address | Gender | Age | Profession | ID Proof |
|---------------------|-----------------------|---------------|--------|-----|------------|----------|
| P. SUBHRANSU SEKHAR | | BBSR, KHORDHA | MALE | 0 | Others | 0 |

PROPERTY DETAILS

| District | Village/Mouja-Thana | Khata | Plot | Area | Kisam Type | MarketValue | Sabak Khata No. | Sabak Plot No. |
|-------------|---------------------|------------------|-------------|--------------------------|------------|--------------------|-----------------|--|
| KHURDA | TAMANDO-14 | 132/583 | 343/536 | 0.099 Acre (99Decimal) | GHARABARI | 2178000 | Not Available | Not Available |
| East | | West | | North | | South | | Property Transaction Details |
| REV ROAD | | REV PLOT NO- 342 | | REV PLOT NO- 343 P | | REV PLOT NO- 343 P | | AREA AC.0.099 DEC |
| KHURDA | TAMANDO-14 | 132/402 | 343/536/821 | 0.099 Acre (99Decimal) | GHARABARI | 2376000 | Not Available | Not Available |
| East | | West | | North | | South | | Property Transaction Details |
| REV ROAD | | REV PLOT NO- 342 | | REV PLOT NO- 343 P | | REV PLOT NO- 343 P | | AREA AC.0.099 DEC, TOTAL ONE MOUZA, TWO KHATA, TWO PLOTS, TOTAL AREA AC.0.0198 DEC |

The total transacted area is:0.198 acre(s).

APPLICATION ID CREATED BY : DILLIP KAR
DOCUMENT ENTERED BY : Avash Dakua