



Registration Office : KHURDA(BBSR)
Executant Name
 MR. ARVIND ACHARYA

RECEIPT UNDER SECTION 52 CLAUSE (B) (Duplicate)

Year : 2023

Application id: 1082304500

Presenter Name
 MR. ARVIND ACHARYA

Book No : 1

Claimant Name
 MS UTKAL BUILDERS LTD ITS MANAGING
 DIRECTOR MR. SHARAD BAID


Total Registration Fees Paid : _____ has been authorised to receive the document.
 A(10) :

Incidental Fee Details

User Charges :

Expected date of return of document :

Date: 04-Apr-2023

Signature of the Registering Officer 

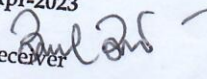
`608165

`607200

Signature of the Presentant

`925

04-Apr-2023

Date:
 Signature of the Receiver 



Registration Office : KHURDA(BBSR)
Executant Name
 MR. ARVIND ACHARYA

RECEIPT UNDER SECTION 52 CLAUSE (B) (Triplicate)

Year : 2023

Application id: 1082304500

Presenter Name
 MR. ARVIND ACHARYA

Book No : 1

Claimant Name
 MS UTKAL BUILDERS LTD ITS MANAGING
 DIRECTOR MR. SHARAD BAID

Total Registration Fees Paid : _____


A(10) :

Incidental Fee Details

User Charges :

Expected date of return of document :

Date: 04-Apr-2023

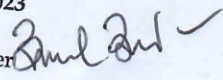
Signature of the Registering Officer 

`608165

`607200

`925

04-Apr-2023

Date:
 Signature of the Receiver 

- Terms & Conditions :
- The Presenter should deposit this receipt duly signed by him.
 - Documents other than WILL will be destroyed if not received within 2 years.
 - If the document refused for registration, the registration fee shall be returned.

Back

1082304500



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Odisha

e-Stamp

Certificate No. : IN-OD05966243259357V
Certificate Issued Date : 04-Apr-2023 10:37 AM
Account Reference : NONACC (IV)/ od5003103/ BHUBANESWAR/ OD-KRD
Unique Doc. Reference : SUBIN-ODOD500310308302086547716V
Purchased by : M S UTKAL BUILDERS LTD DIR SHARAD BAID
Description of Document : Article IA-5(2) Agreement
Property Description : MOUZA - PATIA
Consideration Price (Rs.) : 3,03,60,000
(Three Crore Three Lakh Sixty Thousand only)
First Party : ARVIND ACHARYA
Second Party : M S UTKAL BUILDERS LTD DIR SHARAD BAID
Stamp Duty Paid By : M S UTKAL BUILDERS LTD DIR SHARAD BAID
Stamp Duty Amount(Rs.) : 6,07,200
(Six Lakh Seven Thousand Two Hundred only)

-----Please write or type below this line-----



Arvind Acharya
Sharad Baid

PU 0004802651

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding. 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.

D.D no - 189962
RS - 607200

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AGREEMENT FOR DEVELOPMENT OF PROPERTY (LAND)

This deed of Agreement for Development of property (Land) into a Commercial complex and Residential Apartment is made on this 4th day of April, 2023 at Bhubaneswar, Odisha.

Between

KNOW ALL MEN BY THESE PRESENTS I, **Mr. Arvind Acharya**, aged 57 years, S/o-Sh. Prasanna Kumar Acharya (P. K. Acharya), Permanent resident of A-13, Type-7, Block-B-2, 13th Floor, Deendayal Upadhaya Marg, New Delhi, G.P.O, Delhi - 110001, PAN-AAEPA2667H, AADHAAR No-3137-1854-0704, Mob:-9899444226, resident of Vill-Artakabiraj Road, Ps/Dist-Balasore (Hereinafter called as **Land Owner (First Party)** which expression unless excluded by or repugnant to the subject or context shall deem to mean and include their legal heirs, representatives, successors, administrators, executors, agents and assigns) hereinafter called the owners of the **FIRST PART.**

AND

Praveen Kumar Acharya

Arvind Acharya

For Uttkal Builders Limited
Shri...
Managing Director
04.04.2023

Arvind Acharya

M/S UTKAL BUILDERS LIMITED (PAN:-AAACU5502C)
(CIN:-U45202OR1990PLC002529), a company incorporated under Companies Act, 1956 having its registered office at 777, Saheed Nagar, Post Office: Saheed Nagar, Police Station: Saheed Nagar, Bhubaneswar-750007, Dist-Khurda, State-Odisha, represented by its Managing Director. **MR. SHARAD BAID (PAN: ADEPB3155G) (Aadhaar No.6393-3855-0025) (Mobile No-9437555111)**, son of Shri Bhanwar Lal Baid, aged about 46 years, by Occupation-Business, by Caste-Oswal, working for gain at 777, Saheed Nagar, Post Office: Saheed Nagar, Police Station: Saheed Nagar, Bhubaneswar-750007, Dist-Khurda, State-Odisha authorised by a Board Resolution dated 31.03.2023, hereinafter referred to as the **"PROMOTER/DEVELOPER/SECOND PARTY"** (which expression unless repugnant to the context or meaning thereof shall mean and include its successors or successors-in-office and assigns) of the **SECOND PART**.

Jointly both the Land Owner (First Party) AND Developer (Second Party) shall be called "Parties".

WHEREAS, the Land Owner (First Party) is the lawful owner of the Property under Mouza-Patia, having Mutation Khata No-474/3220 (which details, described as schedule of property and called as **property**).

WHEREAS, the below mentioned property has been duly mutated in the government records in the name of Land Owner (First Party) along with Mr. Subrat Kumar Acharya, Sumanta Acharya, & Mr. Shankar Acharya and all of them have entered into a Memorandum of Understanding amongst themselves and have agreed to develop the property jointly

For Utkal Builders Limited

Managing Director

Pravara

Pravara

and for this purpose had been looking for a builder who can help them in developing the property referred above.

WHEREAS, the Developer (Second Party) has represented himself that he is a renowned developer /builder and he has completed number of residential /commercial projects in Odisha and therefore the Land Owner (First Party), on the representation of the Developer (Second Party) has agreed to get the property, referred above, developed by the Developer (Second Party) and for this purpose the parties have decided to enter into the agreement to develop the land.

WHEREAS, the Land Owner (First Party) has declared the said property is free from litigation, dispute, lien, attachment, changes and the Land Owner (First Party) are in peaceful possession over the said property having all right titles and interests.

WHEREAS, the Land Owner (First Party) has paid applicable land revenue (rent), tax & cess to the Govt. of Odisha as demanded through the Tahasildar, Bhubaneswar.

WHEREAS, the Developer (Second Party) is satisfied about the title of the property which vests in the Land Owner (First Party) and the Developer (Second Party) has duly verified the land records and all the relevant documents regarding the ownership of the Land Owner (First Party) from the concerned Authorities and also satisfied himself about the demarcation of the property along with the boundaries of the same as mentioned in the schedule of the property.

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

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Prava K. Sahoo

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ARTICLE-1 (DEFINITION):-

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

- i) **Property** shall mean the entire land as described in the schedule appended hereto. Plot(s) shall mean identified/numbered Land, of the Land Owner (First Party).
- ii) **Owner** is Mr. Arvind Acharya and shall include each of his successors, heirs, legal representatives and assigns etc.
- iii) **Developer** is M/s Utkal Builders Limited and shall include it's Directors Successors, Executors, Administrators and Assigns etc.
- iv) **Authorities** shall mean and include:
 - a. Bhubaneswar Development Authority (BDA)
 - b. Bhubaneswar Municipal Corporation (BMC)
 - c. Odisha Real Estate Regulatory Authority (ORERA)
 - d. Registrar Tahsildar pertaining of the area in which the property is located.
 - e. Other Statutory Authorities like Fire Safety, other State & Central Govt. Departments, Tax Authorities, Zila Authorities, Local body, Zonal Authorities, Panchayat(s) etc.,
- v) **Proposed Building** or **Building** shall mean and include the building(s) constituting of Multi-Storey Residential Apartments & Multi-storey Commercial Complex along-with associated common infrastructure like vehicle parking, lifts, wash rooms, club house, open area, roof top, basement etc., to be constructed and the land appurtenant

For Utkal Builders Limited
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Managing Director

Arvind Acharya

Arvind Acharya

Arvind Acharya

thereto and all passages, parking space, amenities etc. provided thereto.

- vi) **Plan** shall mean the sanctioned/Approved plan(s) of the Building 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 Authorities, for the purpose of constructing the building.
- vii) **Common facilities** shall mean the area which cannot be exclusively occupied and enjoyed and shall include areas like corridors, common passage, open area, common parking, wash rooms, stair case, roof, equipment's and accessories, motor pumps, electrical installations etc. provided in the building including other facilities required whatsoever for maintenance and/or management of the said building and enjoyment of various portions of the said building.
- viii) **Unit(s)** shall mean a portion of the floor space comprising of the residential unit(s) & commercial complex unit(s) capable of being exclusively occupied and enjoyed.
- ix) **Project** shall mean and include all and any activities to build the **proposed building** on the Land Owner (First Party) **property** by the Developer (Second Party), with necessary approvals from Authorities & consent of Land Owner (First Party).

ARTICLE-2 (COMMENCEMENT):

- i. This Agreement for Development shall commence on 4th April, 2023 at Bhubaneswar, Odisha.

For Urkat Builders Limited

Managing Director

Shardul

Pravara

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- ii. That, is agreed by the parties that, in case of death of any parties then legal heirs, successors in interest will admit and acknowledge all the documents executed between the parties relating to the development of the project without any further demand or any changes in terms and condition.

ARTICLE-3 (CONSTRUCTION)

- iii. **That**, it has been agreed between the parties that on the representation of the Developer (Second Party) of being a sound developer /builder the Land Owner (First Party) has agreed for the land to developed as a Single piece of land co-owned by the Land Owner (First Party) for the construction of the building by the Developer (Second Party) as per the plan.
- iv. **That**, Developer (Second Party) has agreed:
- to apply** to the Authorities for the requisite clearance, permission to construct the building on the said property at their own risk, cost and expenses.
 - to develop** the said property /project at their own risk, cost and expenses and with their own resources including obtaining the requisite permissions, sanction and approvals from concerned Authorities and thereafter to construct thereon the proposed building(s).
 - to build** as per the specifications conforming to BIS code of civil engineering practice and as per approved drawing and shall be of first class construction.

For Uttkal Builders Limited
Shree 3
Managing Director

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- d. **to comply** with the requirements and requisition of the Authorities as the case may be relating to the construction of the said building on the said property.
- v. **That**, the plan of the building will be in accordance with the rules and regulations laid down by the Authorities and in accordance with the zonal plans in force for the said area.
- vi. **That**, it shall be the responsibility of the Developer (Second Party) to submit, pursue and follow-up the plan to be sanctioned by the Authorities. Further Developer (Second Party) is responsible:
- a. **to bear** 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.
- b. **to pay** the requisite fees for sanction of the plan(s).
- c. **to expedite** sanction of such plan or plan(s).
- vii. **That**, the Developer (Second Party) shall forthwith on obtaining the approval of plan and all statutory clearances from the Authorities shall start construction over the said property in a substantial and workman like manner in accordance with the plans, specification and elevations sanctioned by the Authorities including any amendment, modification or variation or alteration to the said plans and specification duly approved by the Authorities which may be made by the Developer

For Uttkal Builders Limited

Managing Director

Pranav Ka Godech

Pranav Ka Godech

- (Second Party) with prior consultation and signed consent of Land Owner (First Party).
- viii. **That**, the said building over the said property shall be constructed under the direct control, supervision, guidance and liability of the Developer (Second Party) strictly as per the sanctioned plan.
- ix. **That**, the Developer (Second Party) shall finish the construction of the building in all respect within a period of **48** months after receiving all the approvals including ORERA and will obtain a completion certificate from the Authorities. The parties have agreed to fix 6 months period as grace period after the period of 48 months.
- x. **That**, if the project is not completed within a period of **54** months as mentioned in the preceding para, then the Exit Clause (Article 10) shall stand/ become applicable.

For Utkal Builders Limited
Shradha
Managing Director

ARTICLE-4 LAND OWNER (FIRST PARTY) OBLIGATIONS

The Land Owner (First Party) hereby agreed and covenant with the Developer (Second Party) as follows:-

- i. **That**, the Land Owner (First Party) hereby declare that he has not entered into any agreement for raising of construction over the property with any other person and the Land Owner (First Party) has not created any mortgage, charge or encumbrance on the said property nor he has done any act, deed or thing by reasons thereof that the development of the property can be stalled.

Shradha

Pravir Ka Gosh

Pravir Ka Gosh

- ii. **That**, the Land Owner (First Party) shall collectively execute and register one **Irrevocable General Power of Attorney** (IGPA) in favour of the Developer (Second Party) granting right of development of the entire property exclusively by delivering all power for preparing and submitting necessary building plan before the Authorities as the case may be and to obtain **No Objection Certificates** (NOC) from all concerned Authorities towards construction of the building and for permission for sale of the flats of developers share and other necessary approvals with proportionate undivided rights, title and interest of the schedule properties in respect of developer's share.
- iii. **That**, the Land Owner (First Party) 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/s to facilitate the construction of the proposed building on the said plot of land in accordance with the terms and conditions of the agreement.
- iv. **That**, the Land Owner (First Party) shall hand over the possession of the schedule property to the Developer (Second Party) only for raising and developing the property on the date of execution of this agreement and the Land Owner (First Party) will continue retain the physical possession of the property.

For Uttal Builders Limited
Managing Director

Pravara K. Goen

Pravara K. Goen

- v. **That**, it is agreed upon between the parties that the Land Owner (First Party) will grant exclusive rights for the development of the schedule property /project in favour of the Developer (Second Party) and the Developer (Second Party) has agreed to have the absolute right of the Schedule property only for the purpose of development. Accordingly the parties have agreed that the present agreement for developing the property will be accompanied by site plan and as per the Allocation/Supplementary agreement which will clearly demarcate as to which portion unit(s) will belong to Land Owner (First Party) and Developer (Second Party) respectively.
- vi. **That**, it is agreed by the parties that the Land Owner (First Party) has agreed, admitted and acknowledged the receipt of refundable non-interest bearing consideration money of Rs.10,00,000/- (Rupees Ten Lakh) only i.e. Cheque No-197178 on dated 04.04.2023 drawn on Axis Bank Ltd, Bhubaneswar Branch from the Developer (Second Party) and the same will be refunded without any interest or adjusted with the share of the respective land owners, after completion & occupancy certificate and necessary approvals of the project building has been obtained.
- vii. **That**, if the Land Owner (First Party) feel necessary for entering into any supplementary agreement for seeking the approval of Deviation/Additional/Supplementary plan from any Authorities and are required to sign /execute any document

For Uttkal Builders Limited
Shree. B. B.
Managing Director

Shree. B. B.

Prana K. Saha

Pranab K. Saha

/applications for their approval then they would be entitled to enter into said supplementary agreement.

- viii. **That**, currently the base **FAR** (Floor Area Ratio) is **2** and if the Developer (Second Party) is able to achieve a higher FAR beyond the limits as per notification, the **TDR** (Transfer of Development Rights) cost & other charges for the additional FAR would be shared by both parties proportionately as per their JV partnership ratio mentioned in this agreement for Residential & Commercial development.

The FAR Cost would initially be borne by the Developer (Second Party) and the proportionate land owners share of the cost will be adjusted with the share of the Land Owner (First Party) at the time of the allocation agreement.

The additional FAR would be shared by the parties in the proportionate share as per the Allocation/ Supplementary Agreement.

- ix. **That**, the Land Owner (First Party) will have unfettered right to inspect the construction being raised over the property at all reasonable times and the prior intimation will be given to the Developer (Second Party) in this regard and the Land Owner (First Party) will have the right to point out to the Developer (Second Party) any defect in the construction which the Developer (Second Party) will immediately rectify to the satisfaction of Land Owner (First Party).

For Uttkal Builders Limited
Shree-3
Managing Director

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Pravara Ka Gaden

Pravara Ka Gaden

- x. **That**, the Land Owner (First Party) is responsible:-
- a. for payment of all the taxes like Cess, Rent, GST, Holding Tax, water tax, utility charge applied by State Government or Central Government pertaining to the property till the date of signing to the agreement.
 - b. For the intervening period when the construction is being raised by the Developer (Second Party) over the schedule properties, the taxes would be paid by the Land Owner (First Party) and Developer (Second Party) in his allocated share.
- xi. **That**, the Land Owner (First Party) as already mentioned above is handing over the possession of the schedule property to the Developer (Second Party) only for raising the building over the property on the date of signing of agreement otherwise for all purposes, the physical possession of the property will be of the Land Owner (First Party).
- xii. **That**, the Land Owner (First Party) will has the right to advertise, market, or invite persons, for sale of only the Residential Units on completion & occupancy certificate from the Authorities and will be entitled to execute a conveyance deed or sale deed in respect of the share of the Residential Units pertaining to the Land Owner (First Party).
- xiii. That the First Party / Parties further agrees and accord consent in favour of the 2nd Party 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 the scheme for development considered as one project.

For Uttkal Builders Limited
Shree K. S. Saha
Managing Director

Shree K. S. Saha

Pranay K. Saha

Pranay K. Saha

**ARTICLE-5 [DEVELOPER/(SECOND PARTY)-
OBLIGATIONS]:-**

- i) **That,** the Project shall be commenced with effect from the date of signing and execution of this agreement.
- ii) **That,** the Developer (Second Party) is entitled to have a plan in the name of Land Owner (First Party) and Developer (Second Party) jointly and obtain necessary permission / NOC from the concerned Authorities as would be required for the purpose of development and construction of the building / project over the schedule property. However the Developer (Second Party) takes all the responsibility and liabilities for getting such permission / approval / NOC etc. from the concerned Authorities at his own cost and expenses.
- iii) **That,** the building shall be built as per the present norms of the Authorities and / or shall be as per the laws of the land of Odisha with mutual consent of the parties. The necessary permission from the Authorities shall specifically state the same.
- iv) **That,** the construction will start after the date of the approval of the plan, by the concerned Authorities including all statutory compliances.
- v) **That,** it is further agreed by the Developer that they shall construct the building over the Property at his own risk and cost.
- vi) **That,** the Developer (Second Party) will have the right to advertise, market, or invite persons, for sale agreement of only the Residential Units on obtaining approval / NOC from the Authorities and will be entitled to execute a conveyance deed or sale deed in

For Utkal Builders Limited
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Managing Director

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respect of the share of the Residential Units pertaining to the Developer (Second Party) share.

- vii) **That,** the Developer (Second Party) shall be at liberty to appoint its own employees-staffs, supervisors, managers, authorized contractors, architects, engineers to carry out the construction works and the Land Owner (First Party) will not have any objection for the same but it shall be at the Developer (Second Party) liability and risk. It is also specifically agreed by the Developer (Second Party) that any Labour or workmen engaged for the construction of the building by the Developer will be either the employee of the Developer or the Developer authorized & appointed contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works of the building.
- viii) **That,** the Land Owner (First Party) shall have no relationship of employers with the aforesaid employees or appointed contractors, staffs, supervisors, managers, architects, engineers and any amount that may be awarded under any agreement, labour dispute or proceedings under Workmen's Compensation Act or any damages in violation of Minimum Wages Act, EPF, contractual employment issues etc. are the sole responsibility liabilities of the Developer (Second Party) and the Land Owner (First Party) shall not incur any liability, responsibilities for the same. It is further agreed by both parties that any liability incurred because of unsafe working condition resulting in injury / death or any unforeseen event of the aforementioned

For Uttal Builders Limited
Shreed 3
Managing Director

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Prava Kasee

Mr. Malika

persons will remain the sole responsibility of the Developer (Second Party).

- ix) **That**, having agreed by the parties hereto, the Developer (Second Party) shall take prompt action for completion of construction of building within 48 months + 6 months grace period after obtaining necessary approvals from the Authorities including ORERA and in no case the completion of the project shall extend beyond 48 months + 12 months from date of obtaining all the clearances, 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 building ("**Force Majeure**"). If, however, the completion of the building is delayed due to the Force Majeure conditions then the Land Owner (First Party) of the property agree that the Developer (Second Party) shall be entitled to the extension of time for completion of the project only for the period till the Force Majeure conditions were in existence and not beyond that.
- x) **That**, both the parties agrees that in the event of Force Majeure conditions being of such a nature that the project cannot be completed and implemented then the agreement will stand **terminated** but the Developer (Second Party) will not be entitled to make any claim against the Land Owner (First Party) on any account whatsoever including the amount spent or committed to be spent by the Developer (Second Party) till the Force Majeure conditions arose.

For Utkal Builders Limited
Shree S
Managing Director

Shree S

Pran K A Sahoo

Pran K A Sahoo

- xi) **That,** the Developer (Second Party) confirms and undertakes to utilize the best material and undertake the construction as per the sanctioned plan and no deviation whatsoever will be made by them from the sanctioned plan and no unauthorized construction will be made by them and the entire construction of the building will be as per the sanctioned plan and as per the rules and regulations as prescribed by the Authorities. If any notice is issued by any Authority on any account whatsoever the Developer (Second Party) will be accountable for the same and the Land Owner (First Party) shall not be liable for any notice, action from any Authority. Needless to say that the construction will be of the most superior quality and no material will be used by Developer (Second Party) in raising the construction which is of inferior quality.
- xii) **That,** the Developer (Second Party) shall complete the project as per approval from the Authorities and hand over possession of the owner's share to the Land Owner with complete fit-outs and ready to move in along with the completion & occupancy certificate, within the stipulated time in accordance with the Allocation agreement. In case of any default, the Land Owner (First Party) shall be compensated as per the **EXIT Clause (Clause-10).**
- xiii) **That,** it is further agreed that after the end of project with all amenities the Land Owner (First Party) will only take the share in residential portion as specified in Allocation/Supplementary Agreement and the commercial portion will be retained by the Land Owner

For Utkal Builders Limited
Shree 123
Managing Director

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(First Party) & Developer (Second Party) in equal share and that the same will be leased out to the tenants with mutual consent of the parties at the prevailing market rate.

- xiv) **That,** it is specifically agreed between the parties, that the commercial portion of the property, would not be transferred for a period of 4 (four) years, from the date of completion certificate by the Developer (Second Party) for their portion/ share and if after a period of 4 (four) years the Developer (Second Party) desires to transfer the commercial portion of the property which has come to their share, as shown in the Site Plan and Allocation / Supplementary Agreement, then the Land Owner (First Party) will have the first right to purchase the same from the Developer (Second Party) at mutually agreed rates/market rate and only if the Land Owner (First Party) declines to purchase the said share of the Developer (Second Party) (Right of First Refusal-ROFR), then only the Developer (Second Party) will be entitled to sell the same in the market.
- xv) **That,** the Developer (Second Party) undertakes no to violate or contravene any terms and conditions of this Agreement for Development of the Property (Land), the GPA, the Authorities or any statutory provisions, rules, regulations etc.
- xvi) **That,** the Developer (Second Party) has undertaken and assured to the Land Owner (First Party) that they shall not mortgage or create any charge on the entire property or in respect of any residential or commercial building as per the plan and the same is the integral

For Uttkal Builders Limited
Shree C-3
Managing Director

Pravakar Singh

Pravakar Singh

part of the agreement. All the original title deeds of the property will be retained by the Land Owner and also the physical possession of the property would remain with the Land Owner and only symbolic possession will be given to the Developer (Second Party) for raising the construction over the property. In case, instead of all this, if the Developer (Second Party) takes some loan and mortgage against this property, the Developer (Second Party) will also be liable for the repayment & penal consequences including the payment of amount of damages so assessed by the Land Owner which will also include forfeiture of assets created, expenses, commitment incurred on the project.

ARTICLE -6 (CONSIDERATION):

- i. **That**, both the parties have agreed that if any need arises, the parties would enter into a supplementary agreement amongst themselves which will facilitate the raising of the construction and the supplementary agreement may include the clauses regarding the plans, the construction, the material, the interiors, specification etc. as per the discussion between the parties and this supplementary agreement, if need arises, will be entered into before the construction has started over the property with necessary approvals from the Authorities.
- ii. **That**, the Land Owner (First Party) will be liable for any encumbrance which may arise prior to the date of the execution of this agreement and after the date of signing of this agreement, the Land Owner (First Party)

For Uttkal Builders Limited
Shree B
Managing Director

Shree B

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will be liable for any dispute, discrepancy relating to the right, title & interest of the property in this regard for any claim made in respect of the plot(s) owned by the Land Owner (First Party).

- iii. **That,** the Land Owner (First Party) and Developer (Second Party) shall have the right to sue for specific performance of this agreement or any other supplementary agreement which may be executed for non-compliance of any term and suing party shall also have a right to recover cost and damages if any.
- iv. **That,** only on written permission of the Land Owner (First Party) the Developer (Second Party) declares that if during the course of construction of the project building any alteration, charges, deviation from the sanctioned plans become necessary or advisable the said alteration/change/deviations may be made in conformity after obtaining modified plan approved from the concerned authorities, and that as consequence of such alteration/changes/deviations, if any compounding fees is levied by the such authorities the said liability shall be borne by the Developer (Second Party).
- v. **That,** the Land Owner (First Party) hereby agree to execute necessary deeds of conveyance in favor of the Developer (Second Party) or their intending buyers/parties as per the advice of the Developer (Second Party) for their share as per the allocation/supplementary agreement on completion and obtaining all necessary statutory approvals from the authorities. All and any liabilities raised by the Authorities, which

For Uttkal Builders Limited
Shree 13
Managing Director

Paul Paul

Prava Ka Saathi

Prava Ka Saathi



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)-607240 ,, User Charges-925 ,Total 608165

Date: 04/04/2023


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 04/04/2023 by MR. ARVIND ACHARYA , son/daughter/wife of SH. PRASANNA KUMAR ACHARYA , of AT. A-13, TYPE - 7, BLOCK-B-2, 13TH FLOOR, DEENDAYAL UPADHYA MARG, NEW DELHI, G.P.O., DELHI - 110001 , by caste General , profession Business and finger prints affixed.



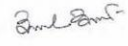





Signature of Presenter / Date: 04/04/2023



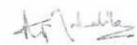

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signatures	Date of Admission of Execution
MR. ARVIND ACHARYA		 316296082		04-Apr-2023
MS UTKAL BUILDERS LTD ITS MANAGING DIRECTOR MR. SHARAD BAID		 243788279		04-Apr-2023

Identified by ANUP MAHALIK Son/Wife of AKSHAYA KUMAR MAHALIK , AT. M-57, MADHUSUDAN NAGAR, BHUBANESWAR GPO, DIST. KHORDHA, PIN - 751001 by profession Others

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
ANUP MAHALIK		 42744563		04-Apr-2023

Date: 04/04/2023


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 : 90

Document Number : 11082304697

For the year : 2023

Seal :

Date: 15/04/2023


Signature of Registering officer

may arise at the time of transaction or subsequently and includes any costs, taxes, capital gain, charges and expenses in respect thereof, shall be borne by the Developer (Second Party) and the Land Owner (First Party) will not be held liable for any of these charges.

- vi. **That**, it has been agreed by the parties that the Developer (Second Party) shall be permitted to take earnest money only against the promise of transfer of his share of the allocated units of the residential property according to the Allocation/Supplementary agreement on obtaining approvals from the authorities.
- vii. **That**, the possession to the units/flats owners will be handed over based on the completion certificate issued by the architect of the building and possession will be handed over only for the purposes of getting the fittings and fixtures (fit-outs) done and not for any other purpose. No title will be passed on to the flat owners on handing over of the possession in terms mentioned above.
- viii. **That**, the Developer shall be fully entitled to get the project at the said property approved by any such Banks or Financial Institutions and allow the persons interested in acquiring and owning the Transferable Areas thereat to take loans from any such Banks or Financial Institutions for the purpose of payment of the price/consideration, extras and deposits and/or stamp duty, registration fees payable by the persons in respect of their respective Saleable Areas.
- ix. **That**, the buyers of the individual allotted units/flats who want to avail the facility of bank loan, will he to

For Uttkal Builders Limited
Shreed 13
Managing Director

Shreed 13

Pravara Ka Saahin

Pravara Ka Saahin

pledge their original allotment letters and agreements as required by the bank and if the bank approves grant of bank loan, the buyers of individual allotted units/flats will be required to get the completion of the sale deed/conveyance deed and will have to give the original title deeds to the bank. The individual flat owner will keep the Land Owner (First Party) totally absolved of the loan facility availed by them and it will be the sole responsibility of the individual flat owner to make the payment of the amount to the bank. The Land Owner (First Party), shall have no liability to the unit/flat owners, allotted by the Second Party (Developers) or their banks or any other effected party.

x. **That,** the Land Owner (First Party) undertakes to constitute the Developer (Second Party) as their attorney by executing GPA duly registered for completing the exercise and effectuating the object in connection with the development, construction and completion of the project. However the Developer (Second Party) not to do or cause to be done any act, commission or thing which may in any manner, flout and contravene any law, rules regulation etc., which may amount to misuse of any authority or right hereby conveyed or breach or provisions of law. In case of non performance or non observance of such law, rule, regulation or condition of this agreement, the entire liability in that behalf shall be incurred or discharged by the Developer (Second Party) and furthermore the Developer (Second Party) undertake to keep the one or

For Utikal Builders Limited
Shreed 3
Managing Director

Shreed

Prava KA Sreen

Pravalika

entire harmless and indemnified against all claims or demands.

- xi. **That**, post successful completion of the project if any subsequent additional construction is envisaged, then the same can only happen with the mutual consent of the parties and a separate agreement shall be formed for the purpose.
- xii. In case, the Land Owners wants the Developer to market the Owner's Allocation, then in the circumstances, the Land Owner shall be liable bear the cost of marketing the Owner's Allocation which shall be equivalent to 3% of the total sale proceeds.

ARTICLE -7 (ALLOCATION OF SHARE):-

It is agreed by the parties that:

- i. **That**, the allocation agreement annexed to this agreement will form an integral part of this agreement.
- ii. **That**, both parties will enter into the said allocation agreement based on building approval plan applied to the authorities and shall be denoted as an allocation/supplemental agreement & forms an integral part of this agreement.
- a. 45% (Forty Five Percent) of the approved Areas and other constructed areas in the Residential Project pertaining to the schedule land shall belong to and be allocated to the Land Owner/s &
- b. 55% (Fifty Five Percent) of the approved Areas and other constructed areas in the Residential

For Utkal Builders Limited
Managing Director

[Handwritten signature]

Parava K. S. Swain

[Handwritten signature]

Project pertaining to the schedule land shall belong to and be allocated to the Developer.

- iii. **That**, the Land Owner (First Party) and Developer (Second Party) will have equal (50%) share in the commercial building which marked in the plan and allocation agreement. That the rent receivable to the parties for the commercial part shall be in equal share (50:50).
- iv. **That**, the right to use the parking in the schedule property will be allotted as per the proportionate share for the residential building and will from part of the allocation agreement.
- v. **That**, any common parking, facilities not earmarked shall be used by the Land Owner (First Party) and Developer (Second Party) in their proportionate share for the residential & commercial building.
- vi. All extras and deposits including those mentioned hereto shall be received by the Developer and the Land Owners/intending buyers of the Owners Allocation shall pay the same to the Developer at the time of the handover of the flats.

EXTRAS shall include:

- (a) all costs, charges and expenses on account of electricity power and all the amounts payable to the electricity service provider;
- (b) all costs, charges and expenses on account of
- club development charges
 - terrace beautification charges
- (c) Air conditioning charges (If required for commercial spaces)

For Uttkal Builders Limited
Shardul B
Managing Director

Shardul B

Prava K A Soodan

Prava K A Soodan

(d) all costs, charges and expenses on account of generator and its accessories (including cables, panels and the like) for the entire building complex;

(e) GST, or any other statutory charges/levies.

DEPOSITS (which shall be interest free) shall include:

(a) Deposit on account of maintenance charges for a period of 12 months, society corpus fund, municipal rates and taxes etc,

(b) Any other deposits if so made applicable by the Developer for the Units, with the consent of the Owner, in the Building complex.

ARTICLE -8 (FORMATION OF WELFARE SOCIETY & MAINTENANCE):-

- i. **That,** a separate agreement will be entered into between the parties regarding the maintenance of the property after the completion, occupancy certificates are obtained.
- ii. **That,** the maintenance agency shall be appointed with the mutual consent of the Developers (Second Party) and the Land Owner (First Party) and shall be jointly managed by the parties in their proportionate share.
- iii. **That,** as far as the commercial portion is concerned, the tenant/lessee to whom the property is let out, would also pay the maintenance charges for maintaining the commercial portion of the property in terms of the amount which is so fixed by the parties and the lease agreement which is so entered in to with the tenant will include the clause for the payment of the maintenance amount.
- iv. **That,** after the completion of the project including all necessary statutory approvals, the Land Owner (First

For Utkal Builders Limited
Shard 13
Managing Director

Shard 13

Pravakar Sarda

Pravakar Sarda

Party) and Developer (Second Party) or the parties to whom they sell the residential flats/units will enrol themselves as members of the apartment owners welfare society (AOWS) by making the payment of the necessary membership fees and the buyer/person who purchases that portion of the property, will be liable for the payment of the club membership fees contribution and other regular charges, including electricity, HVAC, taxes and corpus funds, if any. The owner/allotted flat owners would be bound by the rules and regulations of the society and will be entitled to equal rights as the other purchasers of the individual apartments.

- v. **That,** the residential flat owner(s) shall also agree with the conditions of the AOWS 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.
- vi. **That,** the extra charges like HVAC, electrical charges, society charges will be paid by the Land Owner (First Party) or by their intending purchasers to the Developer (Second Party).
- vii. **That,** till the time the construction is being done, it will be sole duty and responsibility of the Developer (Second Party) to maintain the project and the Land Owner (First Party) will not be liable for any amount whatsoever.

For Uttkal Builders Limited
Shreed 33
Managing Director

Shreed 33

Pravara Green

Pravara Green

ARTICLE-9 (JURISDICTION):-

All disputes for differences that may arise between the parties rights as to the interpretation of this agreement, allocation 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 6 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, Odisha.

ARTICLE -10 (EXIT CLAUSE):-

That, if the project is not complete within a period of 48+6 (54) months, then the Developer (Second Party) shall pay monthly a sum of Rs.4 lakh per month to the Land Owner (First Party) till the completion & occupancy certificate is obtained but in no case the construction will be delayed by the Developer (Second Party) in beyond 60 months + 12 months from the date of signing of this agreement.

That, after the expiry of 60 months it will be sole and exclusive prerogative of Land Owner (First Party) to extend the period of 60 months till 72 months (from the date of signing this agreement) and over and above a sum of Rs.4 lakh as damages per month, the Developer (Second Party) will also be liable to pay interest @ 1.5% per month on the monthly payable to the Land Owner (First Party).

For Utkal Builders Limited
Shree. S. S. S.
Managing Director

Shree. S. S. S.

Pravara

Pravara

However, if the completion & occupancy certificate is not obtained within the extended period of 72 months and there are no circumstances of Force Majeure then the Land Owner (First Party) will have the right to assign the development to other builder and Developer (Second Party) shall remove all materials manpower from the premises and forego his right to continue the work in any manner whatsoever.

That the additional cost on account of completing the project by the other builder so appointed by the Land Owner (First Party) on account of defaults of the Developer (Second Party) till the completion and occupancy certificate is obtained, shall be borne by the Developer (Second Party) and the amount so incurred for completing the project will not be challenged by the Developer (Second Party) in any manner whatsoever and in case of default in the payment by the Developer (Second Party), the amount would be deducted from the share of the project of the Developer (Second Party). Any other charges on account of the delay/other issues shall be recovered from the Developer (Second Party).

ARTICLE -11 SCHEDULE OF PROPERTY

Dist-Khurda, Tahasil-Bhubaneswar, Ps-New Capital, Ps No-22, Mouza-Patia, Status-Stitiban, Kisam-Gharabari, Khata No-474/3220, Plot No-369/1940/4893, Area-Ac.0.2000 decimals sketch map relating to the schedule property marked in red colour attached to this document.

Government Bench Mark Value Rs.3,03,60,000/- (Rupees Three Crore Three Lakhs Sixty Thousand) only.

Prava Ka Saeez

Prava Ka Saeez

For Utkal Builders Limited
Managing Director

Prava Ka Saeez

ARTICLE -12 (BUILDING SPECIFICATION)

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 procelain vitrified floor tiles
Staircase	Granite
External Driveways	Heavy duty tiles and pavement tiles
KITCHEN	
Flooring	Premium quality anti skid tiles
Wall finishes	Ceramic tiles upto 2' above working platform, rest of the wall in white putty
Others	Granite counter with stainless steel sink quality CP sanitary fittings of Kohler, Roca or equivalent
TOILETS	
Walls	Premium designer tiles upto ceiling level
Flooring	Premium quality anti skid tiles
Fittings	Granite counter, sanitary fixtures of Kohler & C.P. Fittings of Kohler, Roca or equivalent.
BALCONY	Premium quality anti skid tiles
WINDOWS	UPVC Windows
DOORS	
Internal Door	Sal wood frame, flush door/panel door
External Door (Main Door)	Sal Wood frame, Teak veneered and polish shutter.
ELECTRICAL	Copper electrical wiring throughout in concealed conduit with provision for light points, AC, TV, Internet and Telephone &

For Uttkal Builders Limited
Sheet-3
 Managing Director

Shree

Pranika
K. K. Talab

	premium modular switches.
MAIN LIFT LOBBY	Elegantly decorate lift lobby with wall cladding in Italian marble designer stone. Designed false ceiling.
ELEVATORS	Elevators of repute made.
SECURITY	CCTV Surveillance in the entire project common area.

IN WITNESSETH WHEREOF the parties hereto having been agreed with the terms and condition stated in this agreement are set and subscribe their hand and seal as token of free consent/will on this 4th April, 2023 at Bhubaneswar, Odisha.

WITNESSES:-

Prava K A Sahoo
 s/o Sashibhusar Sahoo
 as Jaganatha Matha
 Lane old Puri


[Signature] 04.04.2023
 Signature of the Land
 Owner (First Party)

Anup Malik
 s/o A.K. Mahalik.
 Unit-4, M-57
 BSR.

For Utkal Builders Limited
[Signature] 04.04.2023
 Managing Director
 Signature of the Developer
 (Second Party)

CERTIFICATE

Certified that the Executants of this deed of Agreement for Development of Land/Property are my clients and the deed has been processed in computer by my computer operator, according to my dictation and the contents of the deed was explained to the executants, who being satisfied about the correctness of the same put their signatures in my presence and in presence of the witnesses.


Advocate *13/11/2023*
Dt 04.04.2023



Handwritten notes in red ink, including a signature and the number 1082304522.

Handwritten number 1082304522 in red ink.

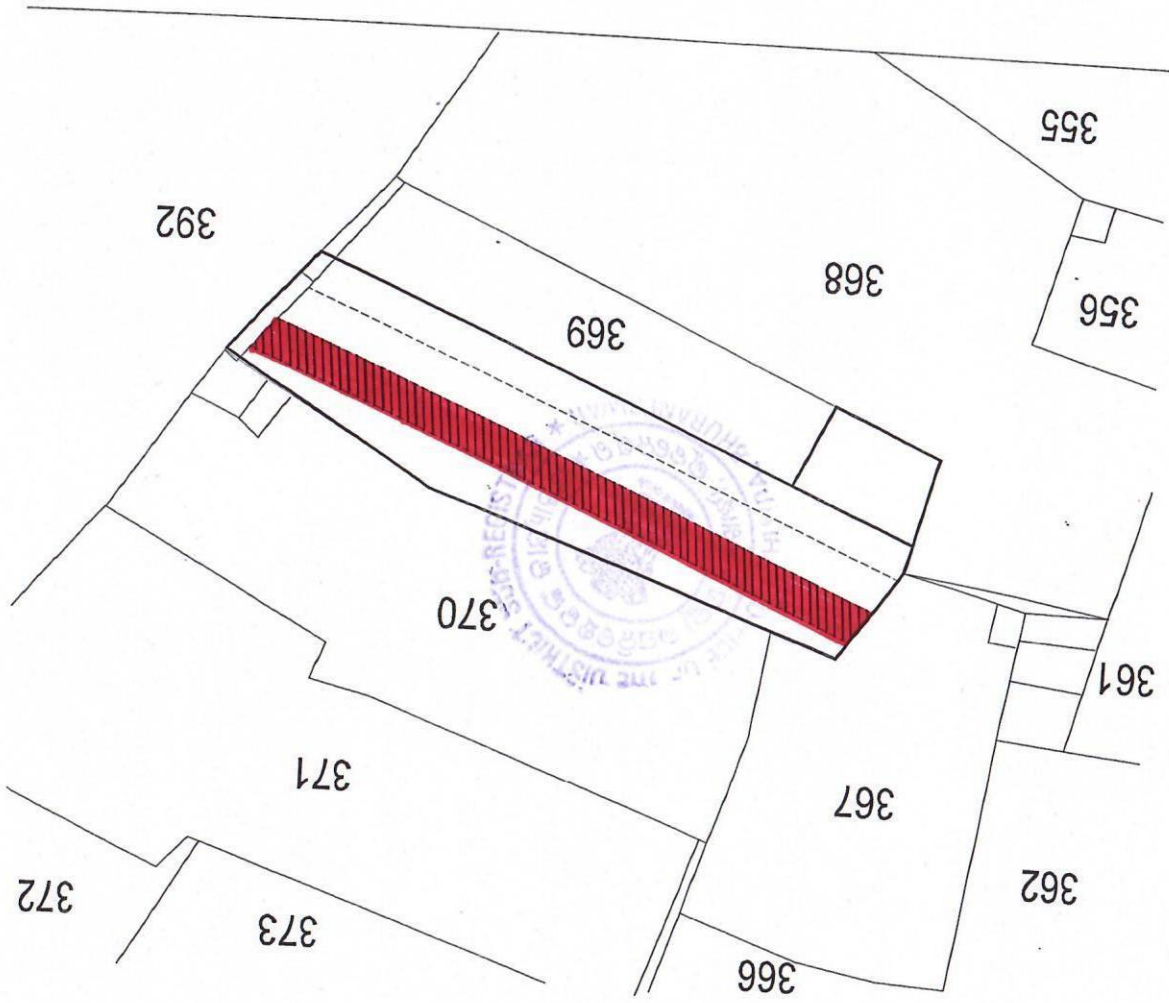
Official stamp text: REGISTERED & TRUE COPY FILED IN BOOK NO. ... Volume No. ... Pages ... Page No. ... for the year 2023



Shard-3

Plot no. - 369/1940/4893 Area - 0.200

Bar



Shard-3

ଖତିୟାନ

ମୌଜା : ପଟିଆ
ଆନା : ନିଉକ୍ୟାପିଟାଲ
ଆନା ନମ୍ବର : 22

ଡହସିଲ : ଭୁବନେଶ୍ୱର
ଡହସିଲ ନମ୍ବର : 260
ଜିଲ୍ଲା : ଖୋର୍ଦ୍ଧା

ଜମିଦାରଙ୍କ ନାମ ଓ ଖେତର ବା ଖତିୟାନର କ୍ରମିକ ନମ୍ବର		ଓଡିଶା ସରକାର ଖେତର ନମ୍ବର 1				
1) ଖତିୟାନର କ୍ରମିକ ନମ୍ବର		474/3220				
2) ପ୍ରଜାର ନାମ, ପିତାର ନାମ, ଜାତି ଓ ବାସସ୍ଥାନ		ଅରବିନ୍ଦ ଆଚାର୍ଯ୍ୟ ପି:ପ୍ରଶନ୍ତ କୁମାର ଆଚାର୍ଯ୍ୟ ଜା: ବ୍ରାହ୍ମଣ ବା: ଆର୍ତ୍ତକବିରାଜ ରୋଡ, ଥା / ଜି - ବାଲେଶ୍ୱର				
3) ସ୍ୱତ୍ୱ	ସ୍ଥିତିବାନ					
4) ଦେୟ :	ଜଳକର	ଖଜଣା	ସେୟ	ନିଷ୍କାର ସେୟ ଓ ଅନ୍ୟାନ୍ୟ ସେୟ ଯଦି କିଛି ଥାଏ	ମୋଟ	5) କ୍ରମବର୍ତ୍ତନଶୀଳ ଖଜଣାର ବିବରଣୀ
		60.00	45.00		105.00	
6) ବିଶେଷ ଅନୁସଙ୍ଗ ଯଦି କିଛି ଥାଏ		OLR u/s 19 (1) (C) case no 3777/05 ହୁମୁ ଖା 474/225 ଚାରୁ। OLR u/s 8(A) case no 5597/08 ହୁମୁ ଖାର ପୁ ନଂ 369/1940/4893 ର କିସମ ବିଆଳି ପରିବର୍ତ୍ତେ ଘରବାରି କରାଗଲା ଏବଂ ଜମା ଶଂଖୋଧନ କରାଗଲା				
BLANK SPACE FOR STAMPING						
ଅକ୍ତିମ ପ୍ରକାଶନ ତାରିଖ -						
ଖଜଣା ଧାର୍ଯ୍ୟ ତାରିଖ -						

Shard 3

Ar. J. J. J.

Ar. J. J. J.

ଖତିୟାନର କ୍ରମିକ ନଂ : 474/3220		ମୌଜା : ପଟିଆ			ଜିଲ୍ଲା : ଖୋର୍ଦ୍ଧା	
ପ୍ଲଟ ନମ୍ବର ଓ ଚକର ନାମ	କିସମ ଓ ପ୍ଲଟର ଖଜଣା	କିସମର ବିସ୍ତାରିତ ବିବରଣୀ ଓ ଚୌହଦ୍	ରକବା			ମତ୍ରବ୍ୟ
			ଏ.	ଡି.	ହେକ୍ଟର	
7	8	9	10	11	12	
369/1940/4893	ଘରବାରି	ଭ - Plot No - 370 ପୁ - ଶଙ୍କର ଆଚାର୍ଯ୍ୟ ଦ - ନିଜଘରୋଇ ରାସ୍ତା ପ - ସୁମନ୍ତ ଆଚାର୍ଯ୍ୟ	0	2000	0.0809	
1 plot			0	2000	0.0809	