

भारतीय गैर न्यायिक

भारत

FIFTY RUPEES

Acharya Notary Govt. Of India
Odisha, BBSR, Dist. Khurda
Regd. No. 7791/2009
Mob: 9937785520



ଓଡ଼ିଶା ओड़िशा

F 001762



Binodini Mohanty

Sharad Das

AGREEMENT FOR DEVELOPMENT OF LAND

This deed of Agreement for Development is made on this 23rd day of February 2019, at Bhubaneswar, Odisha.

Between

SMT. BINODINI MOHANTY, aged 59 years, W/o-Sri Basanta Kumar Mohanty, resident of Vill/Po/Ps-Khandapara, Dist-Nayagarh, Pin-752077 and presently residing at Plot No. 336/3222, Patrapada, P.S.-Khandagiri, Bhubaneswar, District-Khurda, Odisha, by Profession-Housewife, by caste- Karan, having PAN No:-ALTPM7432L, Adhara No:- 8478 1372 8285, Mob:-9937785520 (Hereinafter called as **Land Owner/First Party** which expression unless excluded by or repugnant to the

Binodini Mohanty 23.2.19

For **UTKAL BUILDERS LTD.**

Sharad Das

Director



Sharad Das
Binodini Mohanty

4293

14/2/19

Shreed Dard ^{57/}

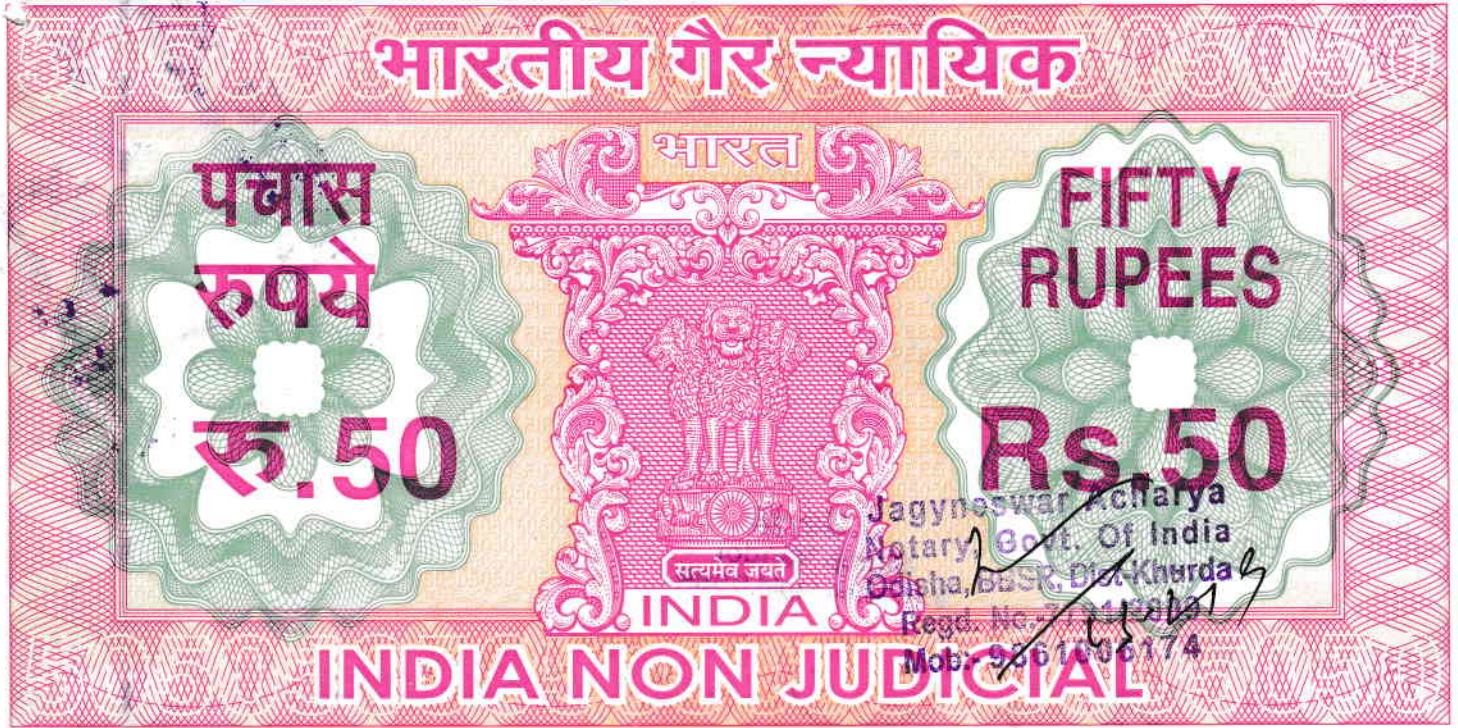
Salud amoy

[Handwritten signature]

J. Baral
Stamp Vendor
S.R. Khandagiri, BBSR

Shreed 13





ଓଡ଼ିଶା ओडिशा ODISHA

F 001761

subject or context shall deem to mean and include her legal heirs, representatives, successors, administrators, executors, agents and assigns) hereinafter called the owner of the **FIRST PART.**

AND

M/S UTKAL BUILDERS LIMITED, a company registered under companies Act, 1956 and having its Head office at 777, Saheed Nagar, Bhubaneswar-751007, represented through it's Managing Director **Sharad Baid**, aged about 41 years, S/o Bhanwar Lal Baid, Plot No.777, Saheed Nagar, Bhubaneswar, Dist-Khordha, Odisha, By Cast: Oswal, By Profession: Business, Aadhar No. 6393 3855 0025, PAN No-ADEPB3155G, Mob:- 9437555111 (Hereinafter referred to as "**Second Party/Promoter/Developer**") which expression unless repugnant to the context or meaning thereof shall mean and include its directors, successors, executors, administrators and assigns) of the **SECOND PART.**

Birendra Mohanty

FOR UTKAL BUILDERS LTD.

Sharad Baid
Director



Birendra Mohanty
Baid Baid

Jagynowar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No-77912009
Mob:- 9661006174

WHEREAS, the First Party is the absolute owner of property under Mouza-Patrapada, Khata No-703/1720, Plot No.-336/3221, Area-Ac.0.100 decimals, P.S-Khandagiri, District-Khurda, the details of which are described in schedule of this Agreement (Hereinafter referred to the Schedule of Property).

AND WHEREAS, the First Party is the recorded owner of the landed property more-fully described in the Schedule below to which she received towards her share as per family partition in Title Suit No-5/2002 (43/1991) on the file of the Addl. District Judge, F.T. C No-IV, Bhubaneswar amongst other co-shares through Judgment Decree dated 20.01.2003 for an additional share to an extend of Ac.0.100decimals covered under Khata No.703/1720 and Plot No-336/3221, Mouza-Patrapada, Status-Stitiban, Kissam-Patita and is in exclusive physical possession over the same without any let or hindrance.

WHEREAS, the First Party is having the right, title, interest and possession over the said plot and paying rent, tax and cess to the Government, having agreed with the 2nd Party to develop her land.

WHEREAS, the First Party hereby declared that the below mentioned property is free from all encumbrances, litigation, disputes, lines, attachments and charges etc. and the First Party is in peaceful possession over the below property having all rights, titles and interest and etc.

WHEREAS, the Second Party has duly verified the land records and all other relevant documents regarding ownership



Aruna Mahanty

Baleli. Jay

Baleli Mahanty
For UTKAL BUILDERS LTD.
Shored

Director

Jagyneswar Acharya
Notary, Govt. Of India
Odisha/BBSR, Dist Khurda
Regd. No.-7791/2009
Mob:- 9661006174

of First Party and concern authorities/departments and also demarcated the schedule property along with boundaries.

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

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

ARTICLE-1(DEFINITION):-

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

- i) Property shall mean the entire land as described in the schedule appended hereto.
- ii) Building shall mean the building to be constructed/erected over the said property as per Bhubaneswar Development Authority's approved plan or Bhubaneswar Municipal Corporation & approval of ORERA authority.
- iii) Owner Smt. Binodini Mohanty shall include each of her successors, heirs, legal representatives and assigns etc.
- iv) Developer M/S UTKAL BUILDERS LIMITED shall include it's directors successors, executors, administrators and assigns etc.

Binodini Mohanty
For UTKAL BUILDERS LTD.
Shahod - 30
Director

Binodini Mohanty
Director



- v) Common facilities shall mean and include corridors, parking, common passage, stair case, roof, equipments and accessories provided in the building, motor pumps, electrical installations etc. and other facilities required whatsoever for maintenance and/or management of the said building and enjoyment of various portions of the said building.
- vi) Building Plan shall mean the plan to be sanctioned and approved by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and/or such other revised plan or plans with such modification or alteration which may be made thereto from time to time with the approval of competent authority/authorities for the purpose of constructing the building(s).
- vii) Units shall mean a portion of the floor space comprising of the residential & commercial complex capable of being exclusively occupied and enjoyed.
- viii) Proposed Building shall mean and include the buildings to be constructed and the land appurtenant thereto and all passages, the parking space, amenities provided thereto etc.

ARTICLE-2(COMMENCEMENT):-

This Agreement for Development shall commence on 15th February 2019 at Bhubaneswar.

ARTICLE-3 (CONSTRUCTION):-

- i) **That,** 2nd Party (The Developer) agreed to develop the said property at their own risk, cost and expenses and with their own resources after they obtain the requisite permissions, sanction and approvals from authorities concerned and thereafter to construct thereon the proposed building(s). The First Party (The Land owner) agreed in accordance with this agreement, to

Binojini Mohanty
For UTKAL BUILDERS LTD.
Shard - 3
Director

Shard by
Babu, D.S.



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

place the physically and actual vacant possession of the said property and to grant exclusive right of development of scheduled land by submitting building plan(s) before the authorities and obtain requisite permission, sanction and approvals for developments, construction and completion of the proposed project with the signing of this Agreement with prior consultation and consent of 1st party (Land Owner) or their authorized representatives.

- ii) **That**, the building plan will be in accordance with the rules and regulations laid down by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation & the ORERA authority. The building shall be of first class construction based on the specifications conforming to BIS code of civil engineering practice and as per approved drawing.
- iii) **That**, the developer/2nd Party at their own risk, cost and expenses shall apply to the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation & ORERA for the requisite clearance, permission to construct/erect super structure on the said plot, the project building in accordance with the zonal plans in force for the said area.
- iv) **That**, it shall be the responsibility of the Developer/2nd Party to submit, pursue and follow-up the plan to be sanctioned by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation.
- a) All expenses/charges incurred in respect of approval/sanction or modification and/or alteration of the sanctioned plan and for any revised plan to be submitted for approval/sanction be on account of 2nd Party/Developer/Promoter.
- b) The requisite fees for sanction of the plan(s) shall be borne by the Developer/Promoter.



Bansodini Mohanty

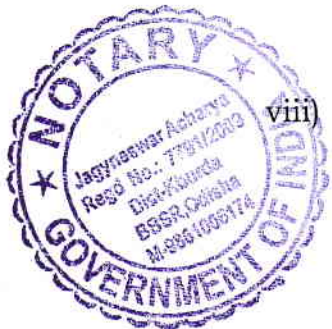
For UTKAL BUILDERS LTD.

Shreed 30

Director

Amey
Baleli DS -

- c) To expedite sanction of such plan or plans shall be the responsibility of the developer/promoter.
- v) **That**, the 2nd Party/developer/promoter shall forthwith on obtaining the approval of plan form Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and after obtaining all statutory clearances from concern departments including ORERA shall start construction over the said property in a substantial and workman like manner in accordance with the plans, specification and elevations to be sanctioned by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation including any amendment, modification or variation or alteration to the said plans and specification which may be made by the 2nd Party/developer/promoter with prior consultation and consent of 1st party(Land Owner).
- vi) **That**, the said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the 2nd Party/developer/promoter and/or their agents.
- vii) **That**, the 2nd Party/developer/promoter shall comply with the requirements and requisition of the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and/or other local authorities as the case may be relating to the construction of the said building on the said property and shall obtain necessary approvals from the authorities concerned as and when required.
- viii) **That**, the 2nd Party/developer/promoter shall make their best endeavors to complete/finish the said building in all respects so as to benefit for occupation/habitation within 30 (Thirty) months + 6 (Six) months grace period from the date of signing of



Benedictine Mohanty
FOR UTKAL BUILDERS LTD.
Shreed
Director

Amay
Pachali Dy.

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist. Khurda
Regd. No.-7781/2009
Mob:-9861006174

this agreement after obtaining necessary approvals from BDA/BMC/ORERA and in no case the completion of the project shall extend beyond 48 (Forty eight) months from date of this agreement without fail unless the time for the subject purpose is extended by mutual consent of parties.

ix) **That,** in the event the completion of the project spills over the stipulated 48 months period due to any reason, the developer shall pay rent the owner sqft. @ Rs.7/- for commercial space & sqft. @ Rs.5/- for residential space per month failing to the share of the owner as per the supplementary agreement till the building is completed in all respects. Thereafter the second party/developer will apply & obtain completion certificate from the BDA. It is further agreed between the parties that in the event the Second Party failed to start construction over below schedule property as per the approved plan and design in terms of schedule of construction within a period of 24(Twenty four)months from the date of agreement and General Power of Attorney for development of schedule land, then this agreement and the power of Attorney given by 1st party(The Land Owner) to 2nd party(The Developer) for the purpose of development of schedule land shall be treated as null and void rendered by issue of notice by the First Party (owner) to the Second Party (builder) and the contract shall be treated as closed.

x) **That,** it is further agreed by the parties that inconsideration of the owner /first party having accepted the scheme of the developer, the owner/first party has appointed the developer for developing her land. The first party further agrees and accord consent in favour the second party/developer to undertake to such development of adjoining plots of others if opted

Bansodevi Mohanty
FOR UTKAL BUILDERS LTD.
Shreed 130
Director



[Handwritten Signature]
Bansodevi DS.

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist. Jharsuguda
Regd. No. 7791/2009
Mob: 9361006174

and adjoin the same lawfully and can merge the said adjoining plots with this scheme for development.

ARTICLE-4 (OWNER OBLIGATIONS):-

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

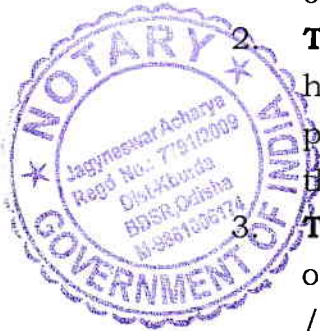
1. **That,** the Owner/First Party shall execute and register one General Power of Attorney in favor of the second party granting right of development of the entire schedule property exclusively by delivering all power for preparing and submitting necessary building plan before the BDA/BMC/ORERA and to obtain no objection certificates from all concerned authorities for construction of building, sale of the flats with proportionate undivided rights, title and interest of the schedule properties in respect of developer's share/allotment of the flats(as per the supplementary agreement) and other requirements. The second party, however, takes all the liability and responsibility for getting the approval of building plan from the BDA/BMC/ORERA and other relevant authorities concerned and shall spend all necessary expenses for the same. The owner will give necessary co-operation from time to time if required.
2. **That,** the First Party hereby declare and undertake that he shall hand over physical possession of the schedule property to the second party on the date of execution of this deed.
3. **That,** the land Owner/First Party shall hand over copies of all relevant original document/title deeds/permissions /lease deed/conveyance deed relating and other deeds to the schedule property to the second party as required.
4. **That,** it is specifically agreed by the parties hereto that the Owner/First Party will agree to grant exclusive right

Birendra Mohanty

For UTKAL BUILDERS LTD.

Shreed 130

Director

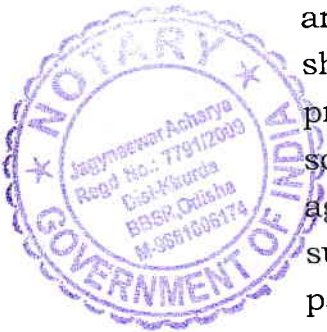


[Signature]
Birendra, P.S.

Jayneswar Acharya
Notary, Govt. of India
Odisha, BBSR, Bhubaneswar
Regd. No. 7791/2009
Mob:- 9861006174

of Development of the schedule property in favour of the second party/ developer who also agrees to obtain/ receive the said exclusive right of development of the entire schedule property. Accordingly the parties hereto decide to determine the respective proportionate share of the building as 40% of super built up and saleable area allotted in favour of First Party (The Owner) and 60% of super built of area and salable area allotted in favour of second party(The developer) which will be allotted floor wise in proportionate manner (40:60) in each residential and commercial/office complex vide a supplementary agreement after approval of building plan and substantial progression of construction but before stipulated 30 months from the date of agreement given for approval and completion of construction of residential and commercial buildings on schedule property. The right to use the parking over the schedule property shall be allotted by the second party/developer after end of construction of project with all amenities.

5. **That,** the First Party shall execute a Regd. Power of Attorney in favour of the second party delivering all powers for development of entire schedule property with apartment by proper approval from BDA/BMC/ORERA among which the developer/second party can sale their share i.e. 60% of super built of area of construction with proportionate undivided right, title & interest of the schedule property after signing of supplementary agreement as stated in Cl. No.4 above. Upon execution of such power of attorney and soon after the second party/builder/developer obtain necessary permissions from necessary authorities will start construction of the project building over the schedule property without fail.
6. **That,** the second party builder/developer agrees to complete the project in all respect with all amenities

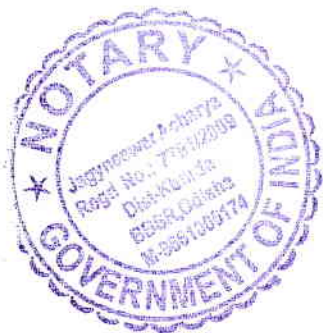


Banodari Mohanty
FOR UTKAL BUILDERS LTD.
Shardha 30
Director

Ammy
Babul Das

within 30 (Thirty) months + 6 (Six) Months grace period from the date of signing of this agreement after obtaining necessary approvals from BDA/BMC/ORERA and other Government authorities without fail and in no case the completion of the project shall extend beyond 48 (Forty eight) months from date of this agreement unless the time for the subject purpose is extended by mutual consent of parties, and consequent upon such completion of the entire project from all angle by second party, shall handover physical possession of the 40% of the share in the entire project to the First Party/land owner as per the supplementary agreement with due written acknowledgement with all amenities.

7. **That,** the 2nd party/builder have right to advertise, market, book, sale or offer for sale or invite persons to purchase towards 60% of the share in the entire project by executing necessary deeds or deed of conveyance or sale deeds and also hand over physical possession thereof.
8. **That,** the First Party (The Land Owner) has agreed, admitted and acknowledged the receipt of refundable consideration money of Rs.20,00,000/- (Rupees Twenty Lakhs) only & the amount has been received in shape of cheques bearing Cheque No.161065 & 161066 on dt.15.02.19 amounting of Rs.10,00,000/- (Rupees Ten Lakhs) only each drawn on Axis Bank, Main Branch, Bhubaneswar towards development of below schedule property.



Benojini Mohanty
For UTKAL BUILDERS LTD.
Shreed 23
Director

Amey
B. S. P. S.

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist. Khurda
Regd. No-17912009
Mob:- 9361006174

9. **That**, the owner shall at the request and cost of the Developer sign and execute papers, documents, applications for approval of the building plans from any authority or authorities or department or departments if required.
10. **That**, it is agreed by the parties that the First Party may enter into the supplementary agreement for allocation of share in the ratio of 40:60 of the property developed, sign and execute papers, documents, applications for approval of the building plans from any authority or authorities or department or departments if required, to take over possession of the share failing to Land Owner as per supplementary agreement and to negotiate and sell 40% share failing to Land Owner as and when required.
11. **That**, the owner declare that, he is entitled to enter into this agreement with the Second Party/Developer and he has not agreed, committed, contracted or entered into any agreement with any other person in respect of the property and he has not created any mortgage, charge or encumbrance on the said property nor has done any act, deed or thing by reasons whereof, the development of the said property may be affected in any manner and the land owner shall no manner of risk/liabilities/responsibilities of the construction of the building/apartment over the schedule property.
12. **That**, the owner has the right to inspect the said construction at all reasonable times by giving proper intimation to the second party.

Benedict Mohanty
For UTKAL BUILDERS LTD.
Shreed 13
Director



ARTICLE-5 (2ND PARTY/DEVELOPER/PROMOTER OBLIGATIONS):-

- 1) **That**, the Project work shall be commenced with effect from the date of signing and execution of this agreement

[Handwritten signature]
[Handwritten signature]

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist. Orissa
Regd. No. 7791/2009
Mob- 9861006174

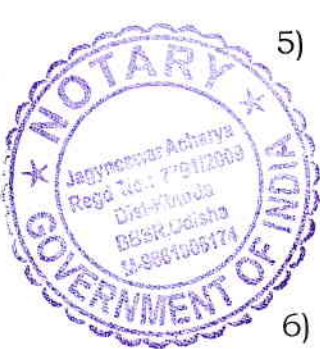
and construction will start after the date of the approval of the building plan by the BDA/BMC/ORERA after all statutory compliances.

- 2) **That**, the 2nd Party (The Developer) further agreed to convert the status of land from "Patita" to "Gharabari" at his own cost and expenses if there is a requirement of same.
- 3) **That**, the developer entitled to have a map or plan sanction in the name of the owner and developer jointly from the BDA/BMC/ORERA and also obtain necessary permission /no objection from the different Govt. and non Govt. authorities as would be required for the purpose of development and construction of the building over the schedule property. However the 2nd party / developer take all the responsibility and liabilities for getting such permission / approval / no objection etc. from the concern authorities at their own cost and expenses.
- 4) **That**, the developer shall be entitled to deal with their share of 60% of super built up area with proportionate undivided right, title and interest of the schedule property exclusively and execute any deeds such as agreement for sale / transfer alienation after signing and execution of supplementary agreement for which no further consent of the owner shall be required.
- 5) **That**, it is further agreed by the developer that they shall construct the purposed building/apartment over the schedule property at their own risk and cost. The Second Party has liberty to take project loan in consultation with First Party over the below schedule property.
- 6) **That**, the having agreed by the parties hereto, the Second Party (The developer) shall take prompt action for completion of construction of building within 30

Princedli Mohanty

For UTKAL BUILDERS LTD.
Shreed 30

Director



[Signature]
Baldev D.S.

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Bhubaneswar
Regd. No. 791/2009
Mob:- 9861006174

(Thirty) months + 6 (Six) Months grace period from the date of signing this agreement after obtaining necessary approvals from BDA/BMC/ORERA and other Government authorities without fail and in no case the completion of the project shall extend beyond 48 (Forty eight) months from date of this agreement unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the 1st party (The Land owner) agrees that the 2nd party (The Developer) shall be entitled to the extension of time for completion of the project, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Both the parties agree and confirm that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this agreement shall stand terminated. The second parties / builder / developer confirm that they shall utilize best materials and shall make construction according to the approved plan without deviation. In the event of any deviation during the course of execution of the work, then the second party/developer shall be accountable for the same and the owner (First Party) shall have no manner of liabilities.

- 7) **That,** the second party developer shall get the building plan approved, complete the project as per approval from BDA/BMC/ORERA and hand over possession of the owner's share to the First Party (The owner) within the stipulated time. In case of any default, the First Party (The owner) shall be compensated to the extent agreed upon described above.

P. Vinodini Mohanty
For UTKAL BUILDERS LTD.
Director



[Signature]
Babul Das

- 8) **That**, it is further agreed that after the end of project with all amenities the second party will voluntarily made Possession Hand over Letter as per terms and conditions of this Agreement and subsequent supplementary agreement in favor of First Party (Land Owner).
- 9) **That**, the Second Party undertakes not to violate or contravene any terms and conditions of Agreement for Development and Power of Attorney or any statutory provisions, rules, regulations etc.
- 10) **That**, it is specifically agreed by the 2nd party that any labour or workmen engaged for the construction of the building by the Developer/Builder will be the employee of the Developer/Promoter. The land owner shall has no relationship of employers with the aforesaid employees and any amount that may be awarded under any agreement, labour dispute or proceeding under workmen's compensation act or damage are the sole responsibility/ liabilities of the developers/promoters and the owners shall not incur any liability, responsibilities for the same.
- 11) **That**, the after this Agreement is executed, 2nd party (The Developer) shall not mortgage or create a charge on the 40% of the schedule property belongs to 1st Party and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the 1st Party (The Land owner).
- 12) **That**, the Second party "The Developer/Builder shall provide free maintenance to the building as well as Warranty to all installations with rectification of defects if pointed by 1st party/any tenant for one year from the date of handing over of the building without charging

Biswanath Mohanty
For UTKAL BUILDERS LTD.
Handed - 30
Director



[Handwritten Signature]
Biswanath Mohanty

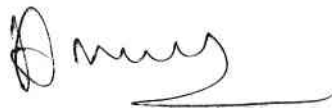
any extra cost to the First party/ tenant or the flat owners.

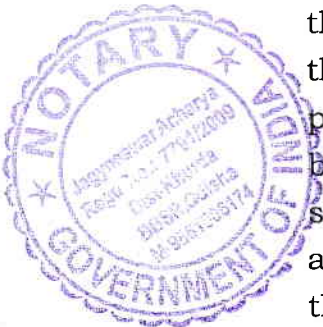
- 13) **That**, as decided and agreed upon that there would be absolutely no deviation from the authority it is very much fair and justified that the Developer builder should obtain occupancy completion certificate within a reasonable time from the date of first possession from the BDA.

ARTICLE-6 (CONSIDERATION):-

- 1) **That**, the Residential and commercial complex that will be constructed on the schedule property shall bear the name **“Utkala Apurba Enclave”**.
- 2) **That**, the parties hereto above shall share the total built-up areas in the project building proportionate to their shares in respect of the floor space. The areas proportionate to their shares in respect of the floor space/parking space of the entire project to be built on the said plot shall be allotted/assigned in the ratio i.e. 40% of the owner and 60% of the builder in orderly manner in the entire project.
- 3) **That**, the parties hereto i.e. the developer/2nd Party, the owner hereby mutually agree that in order to and for the purpose and in the process of proportioning the saleable areas in the allocated shares of 60% and 40% amongst themselves, if the portion of such saleable area falling in the share of either of the parties is less than the agreed percentage of such party, then the concerned party shall be compensated by the other party so as to make the share at par with their respective percentage of built up area at the market rate at the time of distribution between the parties. It shall, however be open to the parties to arrive at such other manner mode of computation of the compensation payable in such situation by mutual agreement.

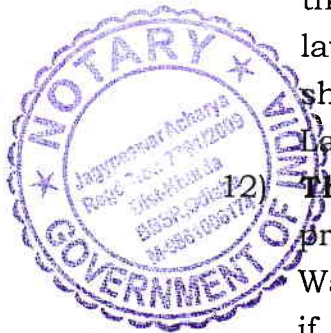
Pravodhi Mohanty
For UTKAL BUILDERS LTD.
Shree 1300
Director


Barbara Dg



- 8) **That**, it is further agreed that after the end of project with all amenities the second party will voluntarily made Possession Hand over Letter as per terms and conditions of this Agreement and subsequent supplementary agreement in favor of First Party (Land Owner).
- 9) **That**, the Second Party undertakes not to violate or contravene any terms and conditions of Agreement for Development and Power of Attorney or any statutory provisions, rules, regulations etc.
- 10) **That**, it is specifically agreed by the 2nd party that any labour or workmen engaged for the construction of the building by the Developer/Builder will be the employee of the Developer/Promoter. The land owner shall has no relationship of employers with the aforesaid employees and any amount that may be awarded under any agreement, labour dispute or proceeding under workmen's compensation act or damage are the sole responsibility/ liabilities of the developers/promoters and the owners shall not incur any liability, responsibilities for the same.
- 11) **That**, the after this Agreement is executed, 2nd party (The Developer) shall not mortgage or create a charge on the 40% of the schedule property belongs to 1st Party and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the 1st Party (The Land owner).
- 12) **That**, the Second party "The Developer/Builder shall provide free maintenance to the building as well as Warranty to all installations with rectification of defects if pointed by 1st party/any tenant for one year from the date of handing over of the building without charging

Biswanath Mohanty
FOR UTKAL BUILDERS LTD.
Handed - 30
Director



[Handwritten Signature]
Biswanath Mohanty

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Cuttack
Regd. No. 771/2009
Mob: 9861006174

- 4) **That,** the builder and the owners shall enter into vide a supplementary agreement after approval of building plan and substantial progression of construction but before stipulated 30 months from the date of agreement given for approval and completion of construction of residential and commercial buildings on schedule property to dispose of the saleable built up areas 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 out of their respective shares at any rate different from the rate mutually agreed upon. That in consideration of the terms hereby agreed upon the 1st party(Land owner) convey, assign and vest upon the developers/promoters 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 constructed space/built-up areas in the said building together with proportionate interest in the land at such rate as may be determined by both the developer and the owner on such terms and conditions as they may decide vide supplementary agreement.
- 5) **That,** the owners hereby agree to execute necessary deeds of conveyance directly in favor of the intending parties as per the advice of the Developer/Promoter. However, all liabilities including costs, charges and expenses in respect thereof shall be paid and discharged by the developers/promoters or the intending parties.
- 6) **That,** the developer/Promoter shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the owners will not have any objection for the same at the developer liability and risk.

Benedict Mohanty

For UTKAL BUILDERS LTD.

Director

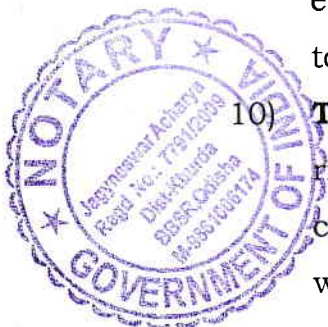



Babul Das

- 7) **That,** the Developer/Promoter shall have the right to receive from the intending flat owner any earnest money and/or booking amount and also the balance of cost of unit and to grant receipt(s) and execute such receipts as may be deemed necessary. The owners hereby agree to ratify and confirm all acts, the developer/promoter shall lawfully do and to execute and perform or cause to be executed and performed all such act or deeds in connection with the transfer of proportionate impartible share in the land and/or units in the said proposed building by virtue of this agreement on receipt of consideration amount /construction cost.
- 8) **That,** the owner hereby agree to execute and sign necessary documents, letters, power of attorneys, which may be required for carrying out the construction of the proposed building and to render all help and assistance to the Developers/Promoters to facilitate the construction of the proposed building on the said plot of land in accordance with the terms and conditions of the agreement.
- 9) **That,** the owners shall remain liable to encumbrance, if any in respect of the said land up to the date of this agreement, the developer/ promoter remaining liable for all encumbrances/liabilities created after this date, in relation to the land or proposed construction.
- 10) **That,** the owner and developer/promoter shall have the right to sue for specific performance of this contract/agreement or any other supplementary contract which may be executed for non-compliance of any term

Priyodip Mohanty
FOR UTKAL BUILDERS LTD.
Shreed

Director



Amulya
Butler J.S.

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

and suing party shall also have a right to recover cost and damaged if any.

- 11) **That**, the only on written permission of the owner the builder declare that if during the course of construction of the project building any alternation, charges, deviation from the sanctioned plans become necessary or advisable the said alternation/change /deviations may be made in conformity after obtaining modified plan approved from BDA/BMC/ORERA and the municipal Bye-law and zonal Regulations and that as consequence of such alteration/changes/deviations, if any compounding fees is levied by the BDA/BMC/ORERA the said liability shall be borne by the Developer/2nd Party.
- 12) **That**, the owner undertakes to constitute the builder/developer as their attorney by executing general power of attorney duly registered for completing the exercise and effectuating the object in connection with the development/construction and completion of the project building. However the developer/2nd Party undertake in their capacity as developer/2nd Party not to do or cause to be done any act, commission or thing which may in any manner, flout contravene and contravene any law, rules regulation etc., which may amount to misuse of any authority or right hereby conveyed or breach or provisions of law. In case of non-performance or non-observance of such law, rule, regulation or condition of this agreement, the entire liability in that behalf shall be incurred or discharged by the developer/2nd Party and further more the developer/2nd Party undertake to keep the owner

Banodan Mohanty
For UTIKAL BUILDERS LTD.
Shreed 230
Director



[Signature]
Babul. Pal

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, U.S.-Khurda
Regd. No.-7791/2009
Mob:- 9861006174

entirely harmless and indemnified against all claims or demands.

- 13) **That**, after completion of the project, the First Parties or their allotted flat owner other flat owners allotted by Second Party will jointly enroll as members of the Apartment Owners Welfare Society by paying the necessary membership fees, contribution and other regular charges, taxes etc. towards setting up the corpus fund of the society and will register the society before the concern authority. The owners/allotted flat owners will also be bound by the rules and regulations of the society and be entitled to equal rights as other purchasers of the individual apartments.
- 14) **That**, the owner also agreed with the conditions of second party to apply for services such as electricity, internet, cable television etc. individually for each apartment with the appropriate authorities. They will be responsible for the maintenance and all payments for securing the connection and for continuity of the services.
- 15) **That**, it is further agreed by the parties here to that they shall prepare a scheme for management and maintenance of the project after its completion by forming a society duly registered by competent authority as per the provisions of the Orissa Apartment ownership act and the developer will exclusively maintain the project till the Regd. of society or for 1 (one) year from the date of handing over possession to the first flat owner.
- 16) **That**, both the parties agreed to again enter into supplementary agreement providing all details of entire

Benuolei Mohanty

For LITKAL BUILDERS LTD.

[Signature]

Director



[Signature]
Benuolei Mohanty

Jagyneshwar Acharya
Notary, Govt. of India
Odisha, 751001 Dist-Khorda
Regd. No.-7791/2009
Mob:- 9861006174

building / project in a separate sheet regarding the plan, construction, materials, interiors, specifications any other facilities as per discussion in respect of project and prior to starting of construction of project over schedule property.

ARTICLE-7 (JURISDICTION):-

All disputes or differences that may arise between the parties right as to the interpretation of this agreement and any other subsequent supplementary agreement or as to claims rights or obligations under this agreement and any other subsequent supplementary agreement or any breach or default or specific performance etc shall be preferable to arbitration in accordance with Arbitration and Conciliation Act 1996. Failure to resolve the issues through arbitration within a reasonable period of six months' time from the date of referral to the Arbitration the dispute would be referred to the courts in Bhubaneswar and the parties are also assumed to the Jurisdiction of Consumer Forum at Bhubaneswar.

Biswadevi Mohanty
For UTKAL BUILDERS LTD.
Shard 13
Director

ARTICLE-8 (ALLOCATION OF SHARE):-

That, it is specifically agreed by the parties hereto that the Owner/First Party will agree to grant exclusive right of Development of the schedule property in favour of the second party/ developer who also agrees to obtain /receive the said exclusive right of development of the entire schedule property. Accordingly the parties hereto decide to determine the respective proportionate share of the building as 40% of super built up and saleable area allotted in favor of First Party (The Owner)



Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist. Khurda
Regd. No. 775/12009
Mob:- 9861095174

and 60% of super built of area and salable area allotted in favor of second party(The developer) which will be allotted floor wise in proportionate manner(40:60) in each residential and commercial/ office complex vide a supplementary agreement after approval of building plan and substantial progression of construction but before stipulated 30 months from the date of agreement given for approval and completion of construction of residential and commercial buildings on schedule property .The right to use the parking over the schedule property shall be allotted by the second party/developer after end of construction of project with all amenities.

ARTICLE-9 SCHEDULE OF PROPERTY

Dist-Khurda, Tahasil-Bhubaneswar, Tahasil No-170, Ps-Bhubaneswar (Now-Khandagiri), Ps No-8, Mouza-Patrapada, Mutation Khata No.-703/1720, Plot No-336/3221, Area-Ac.0.100dec., Status-Stitiban, Kisam-Patita, Rent-Rs.126/- corresponding to Sabik Khata No-575/96, Plot No-78/1965, further corresponding to Sabik Khata No-6 under Sub Registrar Khandagiri, Bhubaneswar.

Bounded By:-

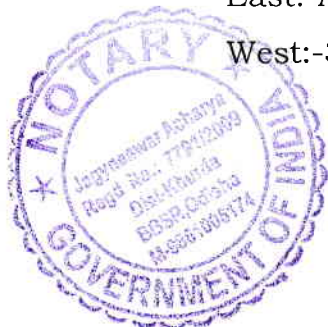
North:-Land of Ganesh Achari (Plot No-336/2120).

South:- Facing to NH-5.

East:-Apurba Kumar Mohanty (Plot No-336/2764).

West:-30ft. wide Govt. Road.

Pranodini Mohanty
FOR UTKAL BUILDERS LTD.
Pranodini Mohanty
Director



[Signature]

[Signature]

Jagyneswar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist. Bargarha
Regd. No. 7791/2009
Mob: 9861006174

IN WITNESSETH WHEREOF the parties hereto having been agreed with the terms and conditions stated in this agreement are set and subscribe their hand and seal as token of free consent/will on this 23rd February 2019 at Bhubaneswar.

Witnesses :

1. *[Signature]*
S/O *[Signature]*
H-120
Zameer
BBSR-15

Bimalendu Mohanty
Signature of the first party *B. 2. 19*

2. *Baladeb Das*
S/o *Balabansi Das*
H-127C
Plot Durgam
Pho. II
Bhubaneswar
Dist Khurda

For UTKAL BUILDERS LTD.
[Signature]
Director
Signature of the second party

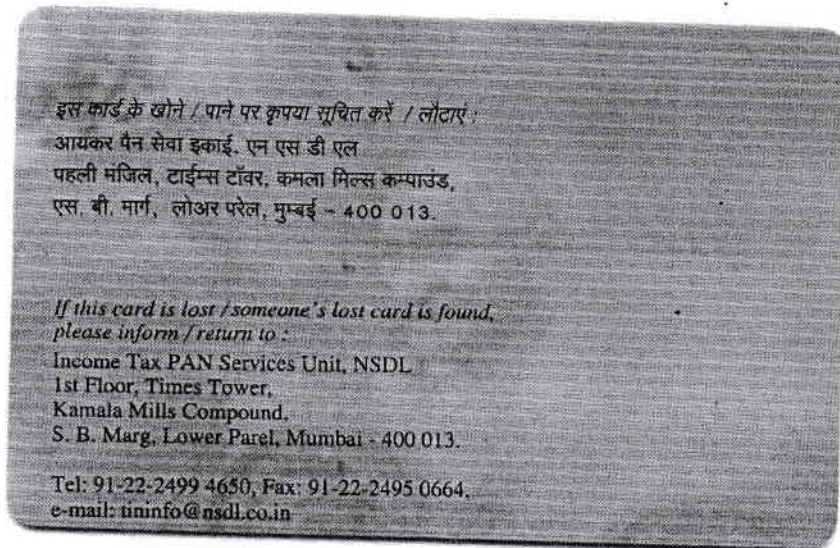
CERTIFICATE

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



Jagyneswar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist. Bargarha
Regd. No. 7791/2009
Mob: 9861006174

[Signature]
Advocate.



True Copy Attested


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



ELECTION COMMISSION OF INDIA

ଭାରତୀୟ ନିର୍ବାଚନ କମିଶନ

IDENTITY CARD OR/09/063/126336

ପରିଚୟ ପତ୍ର



Elector's Name : Binodini Mohanty
 ଭୋଟରଙ୍କ ନାମ : ବିନୋଦିନି ମହାନ୍ତି
 Father's/Mother's/
 Husband's Name : H - Basant Mohanty
 ପିତା/ମାତା/ସ୍ୱାମୀଙ୍କ ନାମ : ସ୍ୱା - ବସନ୍ତ ମହାନ୍ତି
 Sex / ଲିଙ୍ଗ : Female ସ୍ତ୍ରୀ
 Age as on 1.1.1994: 30
 ୧.୧.୧୯୯୪ ଥିବା ବୟସ : ୩୦

Address :

Vill./Ward : Khandparagad
 G.P./Town : Khandpara N.A.C
 P.S. : Khandpara
 Dist. : Nayagarh

ଠିକଣା :

ଗ୍ରାମ/ଓ୍ୱାର୍ଡ : ଖଣ୍ଡପଡ଼ା ଗଡ
 ଗ୍ରାମ/ସହର : ଖଣ୍ଡପଡ଼ା ଏନ.ଏ.ସି.
 ଥାନା : ଖଣ୍ଡପଡ଼ା
 ଜିଲ୍ଲା : ନୟାଗଡ଼

This card can be used as an Identity Card under different Government Programmes.
 ଏହି ପରିଚୟ ପତ୍ର ବିଭିନ୍ନ ସରକାରୀ ଯୋଜନାରେ ପରିଚୟ ପତ୍ର ରୂପେ ବ୍ୟବହାର କରାଯାଇ ଶିଳ୍ପ ।

Nayagarh
 ସାଗର
 /94
 ୨/୯୪

Facsimile Signature of
 Electoral Registration Officer
 for Khandpara A.C.
 ଖଣ୍ଡପଡ଼ା
 ବିଧାନସଭା ନିର୍ବାଚନ ମଣ୍ଡଳୀର ନିର୍ବାଚନ
 ରେଜିଷ୍ଟ୍ରାରଙ୍କ ଅଫିସରଙ୍କ ଦସ୍ତଖତ

True Copy Attested

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

Binodini Mohanty

आयकर विभाग

INCOME TAX DEPARTMENT

BINODINI MOHANTY

ANANTA KUMAR MOHANTY

12/07/1960

Permanent Account Number

ALTPM7432L

Binodini Mohanty

Signature



भारत सरकार

GOVT. OF INDIA



04/12/2011

True Copy Attested

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