

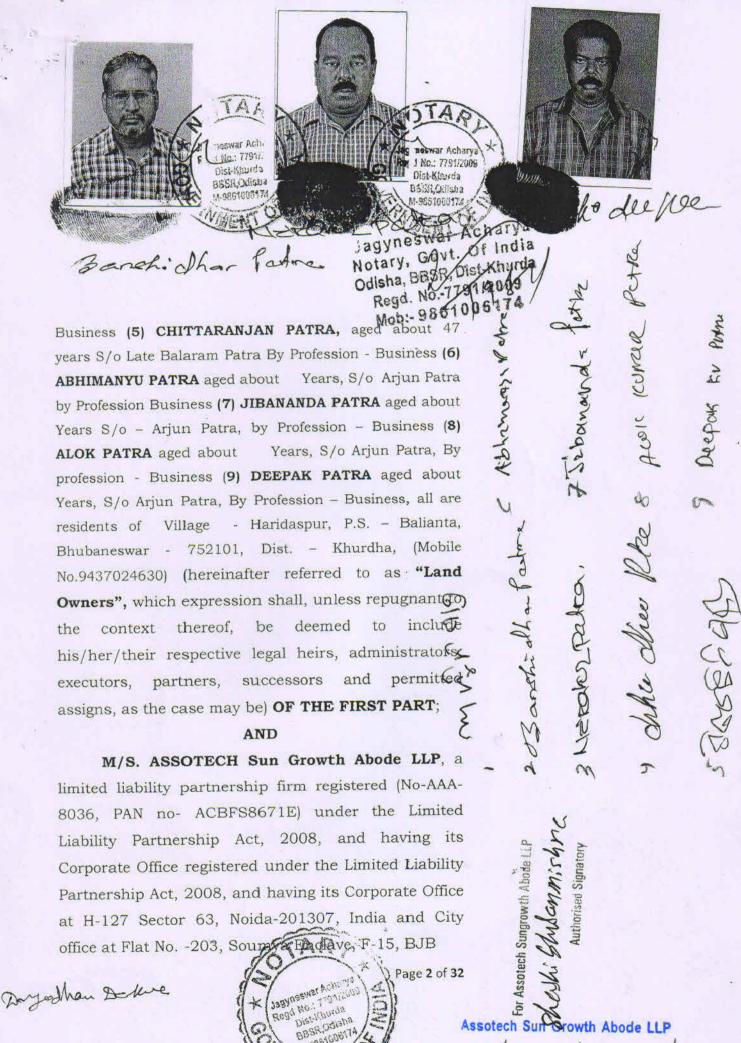
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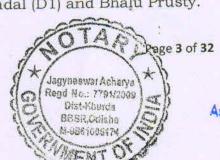
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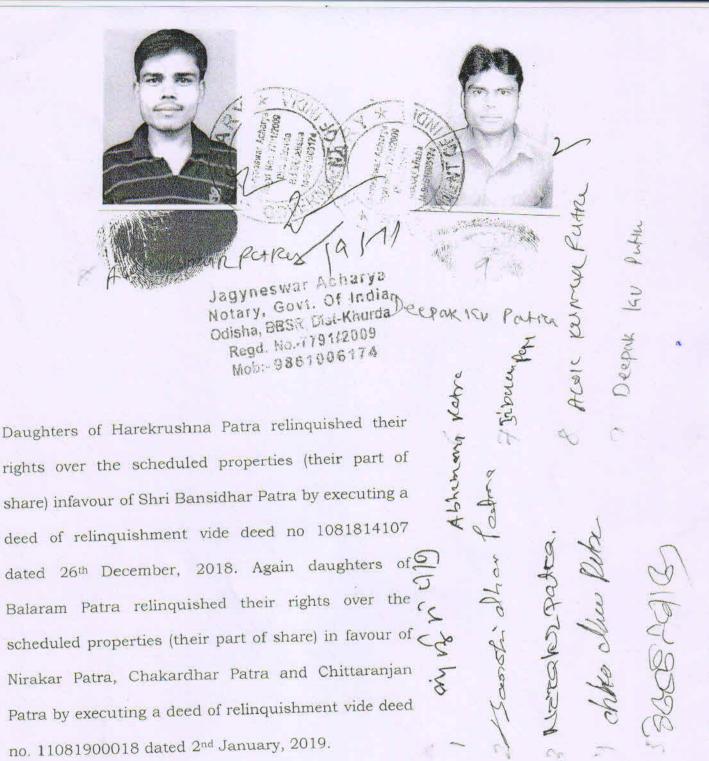
Nagar, Bhubaneswar - 751014 (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) acting through its Designated Authorised Signatory, Mr. Shashi Bhusan Mishra, aged about 38 years, S/o.- Sri Siba Prasad Mishra authorised by Board Resolution on behalf of the Company dated 17th November 2018, **OF THE SECOND PART.**

AND WHEREAS, the property mentioned in the schedule below had been recorded in the name of Harekrushna Patra, Balaram Patra and Arjun Patra under Mouza Rudrapur & Jayapur, P.S. – Baliaanta, Tahasil – Bhubaneswar, District – Khurda jointly in the ROR published in the year 1980. Harekrushna Patra died leaving behind Bansidhar Patra (Son), Urmila Patra (D1) and Padmabati Patra (D2) as legal heirs. Balaram Patra died leaving behind Nirakar Patra (Son1), Chakradhar Patra (Son2), Chittaranjan Patra (Son3), Kamala Mandal (D1) and Bhalu Prusty.

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Hence the above First Party Members are the absolute owner of the properties mentioned in the scheduled below of their respective shares

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title interest and are in peaceful possession without any dispute.

have Members the First Party Further, requested the Second Party for development of a Housing cum Residential complex which forms a part and parcel of "The Total Project Land", details of which are more particularly set forth in the Land Schedule enclosed in Part B of Schedule-1 ("Owners' Land") & marked in ORANGE colour in the map enclosed as Part A of Schedule-1. Pursuant to this Collaboration Agreement ("Said Agreement") between the Land Owners and Developer, the Land Owners hereby confer all rights in relation to development and commercial exploitation of the Scheduled Land upon (hereinafter referred Developer "Development Rights").

A. WHEREAS, the scheduled property is being possessed by the First Party Members by virtue of raiyat land / purchase from land owners and from J the date of ownership / purchase the First Party (c Members is/are possessing the scheduled property peacefully without having any dispute, lien, attachment, etc. Oand have absolute ownership with every right title and interest over the below mentioned schedule property.

intention to develop the above said lands have approached the Second Party to develop the said lands into Residential/housing project favoring into a compact shape, comprising of various types

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Jagynesvar Notary, Govi. Of India Odisha, BREAL, Dist-Khurda Regd. No.-7791/2009 Mobr 9861006174

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B. AND WHEREAS the First Party Members with an of units in and over the lands and the

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infrastructure that may be necessary for the said development on the said lands by plotting, sub-notary govi. India dividing, preparation and sanction of lay-out Odisha, no. The plans construction permissions by the Bhubaneswar Municipal Corporation (BMC) and the complete process of such development together with amenities is hereafter called the "PROJECT" and the property on which the project is intended to be carried out is hereafter collectively called the "PROJECT AREA".

C. WHEREAS the Second Party has accepted the above offer of First Party Members and agreed to undertake the construction of proposed Residential Cum Housing Project comprising of various type of Residential / commercial units over the schedule property.

D. Accordingly a scheme will be prepared by the Developers (Second Party) where they will offer the First Party Members a share in the super built up as per the base FAR permitted by Bhubaneswar Municipal Corporation (BMC) / BDA with proportionate number of open surface parking and the right to use of the common areas on a condition that the First Party Members agrees to assign upon the Developers (Second Party) the right to take the said land into their possession to develop the said land and the right to undertake construction of the Residential Cum Housing Project comprising of various type of Residential units and the right to enjoy the benefits by selling, the leasing and transferring and the open apartment/commercial units,

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surface parking that is allocated as their (the SR, Dist-Knurds Developer's / Second Party's) share.

Regd. No. 7791/2009 Mobi-9861006174 E. THAT the First Party member/s have agreed and constructed that the Second Party should prepare designs for the Residential Cum Housing Project

and then apply to the Bhubaneswar Municipal Corporation (BMC) for the approval of construction

of the proposed buildings on the said land.

F. THAT, the developer (the Second Party) have agreed to prepare the scheme and designs for the Residential cum Housing Project and get the same approved by the concerned competent authority and construct the same entirely at their cost and several other terms and conditions have been mutually agreed upon by and between both the parties and in order to avoid any future complications, the terms so agreed upon are reduced to writing and enumerated in this agreement.

AND WHEREAS, the First Party Members and the Second Party have agreed to execute DEVELOPMENT OF AGREEMENT FOR THE PROPERTY on the following terms and conditions:

Now this indenture witnesseth as follows:

By virtues of the recital herein contained the Land owners i.e. the First Party Members represent and declare that he/she is in absolute possession of the said plots in question as set out in the schedule given below and is the permanent owners of his/her/their plot and that the land is not Bhudan property. That the Owners (the First to assign upon the Party Members) agree Page 7 of 32

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Assotech Sun Growth Abode LLP Shashi ghusan mishra **Authorised Signatory**

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Jagyneswar Acharya Q1/01, Notary, Govt. Of India

Developers (the Second Party) the Odificht Bron, Dist-Khurda proposed -7791/2009 of the construction undertake Residential / Housing Project over the below 1888174 mentioned scheduled property & the right to sell, transfer & lease the Developer's share of the super built up area, land and proportionate number of open surface parking. The developer (the Second party) shall construct / build and erect the said building(s) over the said property in accordance with the plan as approved by the Bhubaneswar Municipal Corporation (BMC) / BDA and shall deal with various portions of the said building as per the terms and conditions contained herein. The entire cost of preparation of the building plans shall be borne by the Developers (the Second party).

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2. THAT, the Developer/s (Second party) and the Owners (the First Party Members), both shall make sure that the construction of the Residential Cum Housing Project, are according to the plans and permissions(s) accorded by the Bhubaneswar Municipal Corporation(BMC) and shall not construct any illegal / unauthorized unit. The Developers (Second Party) will assure about the exclusive quality and standard of construction of the building both interior and exterior.

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3. THAT, if the Bhubaneswar Municipal Corporation (BMC) or any other statutory authorities refuse to give permission for the construction of the proposed Residential Cum Housing Project, but not later than 12 months from the signing of this agreement, for any reason whatsoever, the Second Party will inform the same to the First Party Members and

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in such an occasion, where the Second Partyais, Govit. Of India unable to develop the below mentioned scheduled BESS, Dist-Khurda property and construct the proposed Residential 9881906

/ Housing Project, the First Party Members and the Developer (the second party) will come together and cancel this agreement within 15 (Fifteen) days from the date of the Second party informing the First Party Members regarding the rejection from the concerned authorities for the approval of construction of the proposed Residential complex and in case the above circumstance arises, the First Party Members will cancel the Power of attorney deed executed in favour of the Second Party on mutual consent only.

COMMENCEMENT:

THAT, the agreement shall commence on and day of February 2019. from this

VALIDITY:

THAT, the agreement shall remain valid till the Project is fully completed and the developers (Second Party) share is fully sold out and possession of various units is handed over to respective customers by the Developer (Second Party) and that the General Power Attorney (GPA) and agreement shall not be cancelled under any circumstance by the First Party Members or its nominee assigns/heirs till all formalities as per the stipulations of the agreement is completed in all respects.

CONSTRUCTION:

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6.1.1 THAT, the developer (Second Party) agrees spheduled 79112009 property at their own cost / risk and wpenses mentioned and with their own resources generated through the sale if its share of the proposed units / or finances raised as loan after the developers (Second Party) obtain the requisite permission approval from authorities sanction and concerned and thereafter to construct the proposed building(s). The owners (the First Party Members) agrees in accordance with this agreement to place at the complete disposal of the developer (Second Party), the physical possession of the below mentioned scheduled property for development of the land and construction of the proposed Residential Cum Housing Project as per the sanctioned plans by the Bhubaneswar Municipal Corporation (BMC) and other authorities and authorize them (the Second Party) to prepare & submit building plans before the authorities and obtain requisite permission, sanction and approval.

6.1.2THAT, the building plans will be in accordance with the rules and regulations laid down by the Bhubaneswar Municipal Corporation (BMC). building shall be of good quality construction. The owners (the First Party Members) shall have the right to inspect the construction at all reasonable times.

6.1.3THAT, the developers (Second Party), at their own cost and expense shall apply to the Bhubaneswar Municipal Corporation (BMC) for requisite approval / permission / sanction of

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the building plans to enable them to constructed. No erect the proposed Residential Cum Hous Mgb: 9861096174 Project over the below mentioned scheduled property in accordance with the building bye laws and regulations enforced for the said area. The developer (Second Party), may make or agree to make such variation in the designs or plans as may be required considered by them desirable or necessary for approval of the concerned authorities.

6.1.4THAT, it shall be the responsibility of the Developers (Second Party), to submit pursue and follow up the process of the approval of plans with the Bhubaneswar Municipal Corporation (BMC) and bear all the expenses / charges / fees for the same.

6.1.5THAT, it shall be the responsibility of the Developer (Second Party), to carry out necessary construction of boundary walls, approach roads, sewerage system, STP and other construction works, as per the norms of the concerned authorities, wherein the First Party Members has/have to extend full co-operation as and when necessary.

6.1.6THAT, the Developer (Second Party), shall construct the building(s) in an appropriate manner in accordance with the drawings and specification, sanctioned by the Bhubaneswar Municipal Corporation (BMC) including any amendment, modification or alteration to the said plans and specifications as are approved by the said authority.

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6.1.7THAT, the Developer/s (Second Party), undartykeswar Acharya to do the same and ensure the best quality of men wet white materials and workmanship, to be used rand to 12009 supplied in the construction of both the owners 9801006174 (the First Party Members), allocation as well as of the developer's (Second Party), allocation as per the specification.

6.1.8THAT, the developer (Second Party), is free to change / alter and modify the sanctioned plan as required as per market condition for the betterment of the project within the sanctioned built-up area, after getting approval from the concerned authority.

6.1.9THAT, developer will develop the Residential / Housing project as per the Building Bye Laws of the Bhubaneswar Municipal Corporation (BMC) / sanctioning authority.

6.1.10 THAT, the building over the below mentioned scheduled property shall be constructed under the direct control, supervision and guidance of the developer/s (Second Party), and or their agents, and the owners (the First Party Members) is free to inspect and supervise as mutually agreed upon but the First Party Members shall not interfere in the smooth function of the development of the project.

6.2 On completion of the project, the maintenance of the complex with all the facilities shall be handed over to a society to be constituted comprising of the flat owners of the complex and the First Party Members or its nominee / legal heirs / future purchasers will abide by the terms & conditions of the said society.

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OWNERS' DECLARATION: 7.

The owners (the First Party Members) herebygd No. 2009 agrees and pledge with the developers (Secondob: 682 1006174 party) as;

- 8.1 That the First Party Members declares that his/her/their property as mentioned below in the Schedule of property is in the peaceful possession by him/her/their and is without any dispute and it is free from all encumbrances, attachments, charges, liens and there are no civil, criminal cases pending in respect to the below mentioned property and she/they is/are the absolute owner(s) of the plot.
- 8.2 Not to cause any interference or hindrance in the construction of the proposed buildings over the below mentioned scheduled property by the developers (Second party). And he/her/their will abide by the terms of this agreement in the letter and spirit
- 8.3 Not to enter into any agreement, transfer, convey, assign, encumber or deal with the below mentioned scheduled property or any portion thereof with any Third party during existence of the agreed period and shall duly convey and transfer the proportionate share of land to the developers (Second party) or its nominee in respect of the developers shares.
- 8.4 The owners (the First Party Members) will give permission to the developers (Second Party) to enter upon the said property and the developers (Second Party) shall have absolute authority to and complete commence, carry on development of the land in accordance with the

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Setech Sun Growth Abode LLP Shushi Susan mishna permission granted and after demolition and nesswar vacation of existing structure (if any) by thery, Government owners (the First Party Members). The Said permission to develop the property is personal and transferable.

8.5 THE owners (the First Party Members) shall at the request and at the cost of the developers (Second party) sign and execute, documents as and if required for the applying for the approval of the building plans and any other necessities required for the smooth running of the project

8.6 The Owners shall execute all necessary documents, authorizations, including by way of power of attorney(s) authorizing the Developer who will by passing the required Board Resolution shall exercise the power confirmed in the General Power of Attorney (GPA).

8.6.1. To represent me/us before all government, Semi government offices, municipal authority or sanctioning authority in all respect.

8.6.2 To represent me/us in all courts, civil.

Criminal, revenue to file plaint. Written Statement, swear affidavit, sign vakalatnama, to receive summons and other processes of law and to engage advocate and discharge or terminate their service.

8.6.3 To manage control. Supervise and look after all my right over the Property detailed above in all respects and to represent me/us before the concerned authorities in this behalf

8.6.4 To prepare, sign all documents and apply to the

Municipal commissioner, Bhubaneswar /

Competent Authority. Government / semi

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government offices or Sanctioning Authority for Cavit obtaining approval either by itself or in part onisha, BESE DIST Khurda conjunction with other land parcels as maybead. No.-779112009 required, submit relevant documents deed of schedule of land, all forms, undertaking. applications, agreements or to give undertaking(s). Affidavit(s). Statements, Bank guarantee(s) etc. to pay scrutiny fee, approval fee. Service charges, conversion fees or other such fee etc. and to fulfill the other requirements of directions as may be desired by the Department in this regard necessary for obtaining sanction/approval from Bhubaneswar/ Commissioner, municipal competent authority.

8.6.5 To nominate, select and appoint Draftsman,
Engineers, Architects, Contractors, Labour
contractors, Masons, Labours, Advocates and any
other person or persons, any other Company or
Companies, Firm or Firms for the purpose of
construction of Residential Cum Housing
Complex.

8.6.6 To prepare agreement/agreements, letters, applications, correspondences and sign the same with/or any Govt. authority, Undertaking Individuals, Firms, Company or any Govt. Deptt. for the development of schedule property.

8.6.7 To apply for and to obtain necessary Electric, Water, Telephone, Sewerage, Cable and other connections / facilities in or for the property mentioned in the schedule below.

8.6.8 To arrange for getting a separate electric transformer installed at the site.

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8.6.9 To apply to the Municipal Commissionerary, Covic of India Bhubaneswar / Competent Authority, governmentary, Bask, Dist-Khurda / Semi government office or sanctioning authority 9861006174 for Cancellation / withdrawal of. Deed of Undertaking, all forms, Applications, agreements, Indemnity Bond(s), Bank Guarantee(s) etc. and apply for refund of any other related charges (if any), earlier paid as scrutiny fee. Approval fee, service charges, conversion fees. etc. and to fulfill the other requirements or directions as may be

desired by the Department in this regard.

8.6.10 To receive the approval(s)/ sanction(s) with regard to this land on my/our behalf and to make sign and submit any documents, undertaking(s), Agreement(s), Affidavit(s). statement(s), etc. and to appear before the Municipal Commissioner, Bhubaneswar / other Gov. authority Department forgetting the layout plan approval and for any other purpose mentioned above.

To appear before Municipal Commissioner, Authority, Competent Bhubaneswar offices government Semi government/ designated other sanctioning authority or authority as may be required from time to time so as to carry out any of the purposes or powers mentioned in this present and to make. sign and Affidavit, application reply. any undertaking agreement. appeal, compromise, Municipal with exchange withdrawal, Competent. Commissioner. Bhubaneswar Authority and partitioned as may be required in connection there with including the filing appropriate legal proceedings wherever necessary.

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Assotech Sun Growth Abode LLP

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Jagyneswar Acharka 8.6.12 To represent me before the officers of President Govt. Of endir of India, Governor of Odisha, income ishax BBSR Dist-Khurda department Municipal bodies Central / Government offices or any representation and

petition for the Approval required in connection with the land and for the purpose incidental thereto including for obtaining Approval, and making payment of any charges due and to take all necessary steps and to do or cause to be done all such act, matters and things for the purpose aforesaid

8.6.13 To obtain refund of all securities, amounts and concerned the made with deposits other departments in the name of the Land Owners or in the name of their nominee and to give receipt thereof;

8.6.14 To deposit all types of fee, charges, security deposits, demands, dues and taxes with regard to Project Land with any Authority to obtain the receipts to obtain No Objection Certificate(s) from the concerned Income Tax Department, to make appeal and contest the same against any demand or assessment etc. and to compromise the same before any court of Law;

8.6.15 To do all the act ,deed any things necessary to be done in connection with the release of the Project Land, under the provision of the Land Acquisition Act including filing a Writ(s)/Suit(s) in any Court including High Court / Supreme Court

8.6.16 To engage or appoint a legal practitioner(s) to conduct the same and to sign power(s) attorney / vakalatnama in this behalf

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8.6.17 To sign. Verify and file any suits plaints. Under complaints, written statements, petitionegando 778 12609 application. Affidavit etc. in proper courts of law and offices and to proceed in all the proceeding filed in their name and on their behalf;

8.6.18 To appear before the court, tribunal, authority, department or body in the proceedings in connection therewith;

8.6.19 To produce or summon or receive back any documentary evidence

8.6.20 To make and present to the court, tribunal, authority department or body any application;

8.6.21 To take and file compromise or to refer such suit or claim to arbitration.

8.6.22 To deposit and withdraw any money(s) connection with suit related to the land details above

8.6.23 To file application for execution of a decree or order passed in any suit or Proceedings as the case may be and to sign and verify such application;

8.6.24 To apply for inspection and inspect documents and records of any court:

8.6.25 To obtain copies of documents and papers;

8.6.26 To file application for review and /or revision and /or appeal against any order or judgment passed in such suit, petition, applications, inquiry or proceeding or in review or revision therefore or in appeal there from as the case may be and to sign, seal and execute all papers and documents and writings and to do and execute all act, deed and things as mentioned hereinbefore or as their

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said attorneys may deem fit connection with such yneswar Achary application or appeal; and Odisha, BBSR, Dist. Khurda Odisha, BBSR, Dist. Khurda

8.6.27 To appoint arbitrators, to proceed in arbitrationegd. No.-7791/2009 proceedings and to take every step necessary for

the same.

8.6.28 To erect and /or to raise a multi-storied building comprising of independent flats /shops view parking spaces and /or to multi-storied building over the said plot as per the permission to be approved by BDA/BMC or any revised plan to be sanctioned /approved by BDA/BMC/Sanctioning Authority.

8.6.29 To arrange finance from any Bank or Financial institution for raising Home Loan for the flat/independent houses/commercial unit purchasers on the Schedule property.

- 8.6.30 To mortgage the Schedule property including the total built up area, for raising project development and construction finances, however before completion of the Project the Developer shall liquidate the loan amount to the bank/ financial instituions/ individuals;
- 8.6.31 To enter into any agreement with any person for booking and /or construction for flats /shops parking space of built up area in the proposed new building complex to be constructed and in respect thereof to receive any payment in the part or in full or such installments dues as your said attorney may fix and settle.
- 8.6.32 That my/our attorney is entitled to sell only their share of the super built up area of the proposed Residential Cum Housing Complex along with their share of land and also sell the

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proportionate numbers of the open surface Jagyn swar parking on the schedule property to potential Notary, Get. 101 flat/independent of purchasers houses/commercial units, in terms of the above referred Agreement for Development of Property dated.

8.6.33 To purchase stamp papers, sign and execute sale deed or any other deed of conveyance, agreements etc., as required and present the same before the registering authority for registration and admit the execution thereof in our name and on our behalf.

8.6.34 To advertise for sale of proportionate Land and the built-up area except the portion allotted to us/land owners.

- 8. THE owners (the First Party members) is fully (competent and entitled and to enter into this agreement with the Developer (Second Party) and that he clearly confirms that has not agreed, committed, constructed, or entered into any other agreement for sale or lease with any other person, company /agencies and by which the development of the below mentioned scheduled property may be affected in any manner whatsoever.
- That the First Party Members will hand over the original land documents, ROR and all the original documents relating to the below mentioned scheduled property to the developer (Second party) at the time of execution of this agreement.
- 10. THAT the First Party Members may choose to either sell or lease out his/her/their respective shares in the proposed Project or use a part of it for his/her/their own Residential use after the Page 20 of 32

Odisha, BESR, Dist-Khurda Regd. No.-7791/2009 Mob: 9881068174

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completion of the project. However, he will be jagynesis bound by the rules of the Apartments Owner's Notary, Boyn Odisha, BBSR, Dist-Khuroa Association (AOA/RWA) guidelines that will be applicable after the formation of the Apartments Owner's Association (AOA/RWA) for this project.

11. SPECIFICATIONS:

As similar to the marketing brochure and as declared in Odisha Real Estate Regulatory Act. (ORERA).

12. DEVELOPERS OBLIGATION:

- 13.1THE exercise relating to the development of the proposed Project shall commence with effect from the date of signing and execution of this agreement by the Developers (Second Party) as well as owners (the First Party Members).
- 13.2TO complete/finish the construction and erection of the proposed Residential complex within 36 (Thirty Six) months from the date of sanction of the building plan thereof and sanction from the ORERA authority whichever is later or such extended time as may be mutually agreed upon between the Parties.
- 13.3THAT if the construction of the proposed delayed shall be building(s) order/clearance to be obtained from any local authority, in that event the owners (the First Party members) shall not claim any damage or compensation from the developer (Second party) in any way.

13.4THAT in the event of delay in completion of the proposed project or in the delivery of possession of the said units, by reasons of non-availability of

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Assotech Sun Growth Abode LLP Shewhi Glud an mishna **Authorised Signatory**

labor, steel, cement, water etc. or reason of war, jagyneswar Acharya civil commotion etc. or due to any natural Notary, Govi. Of India calamity or due to any difficulty or impossibility arising from any Govt. ordinances, legislation or notification or order by the Govt. or local authority etc. the Second Party will not be held responsible in any manner and the First party members shall not claim any damage or compensation from the Second Party.

13.5NOT to violate or contravene any statutory provisions rules, regulations, etc. applicable for the construction of the said project.

13.6ANY consultant, labour or workmen engaged for the construction of the building by the developer (Second Party) will be employee of the developer (Second Party). The owners (the First Party Members) shall have no relationship with the aforesaid employee and any amount that may be paid under any agreement, labour dispute or under workmen's compensation of damage are the sole responsibilities / liabilities of the developers (Second Party) and the owners (the First Party members) shall not incur liabilities for the same.

13.7The owners (the First Party Members) will give permission to the developers (Second Party) to mortgage the total project land, including the Owners' Land and/or the built up areas for raising project development and construction finances, however before completion of the Project, the Developer shall liquidate the loan amount to the bank/ financial institutions/

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individuals;

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Assotech Sun Growth Abode LLP Shashi Suson mishra

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13.8The compensation for the normal delay in the Jagynes Cart. Of handover / construction of the Apartment of the Notary, Govi. Of India share of the Party of E. Odiaka, BBSR, Dist-Kyurda share of the Party of First Part will be as per the regulation / condition mentioned in the ORERA and will be mentioned very clearly in the subsequent agreement to sale to be entered for individual allotted flats for the land owner's share.

13. CONSIDERATION:

- 14.1THAT in consideration and in lieu of the First Party Members having conferred and vested exclusive right of development of the said land with the Developer (second party) the former (First Party Members) shall be entitled to get free of cost and charge a percentage of the total super built-up area covering proportionately on all floors and types of the building complex with proportionate number of open surface parking. The owners (First Party Members) shall be entitled to get their share fully finished with fittings as per the specification mentioned in the agreement to sale to be entered for individual allotted flats.
 - 14.2 The party of the 1st part (land owner's) will be allocated the relevant built up together with proportionate surface car parking space, as following: -
 - For plot number 273 in Rudrapur Mouza, total land admeasuring Ac0.740 decimal (32234 sqft),40% area equivalent to sq ft., which is as per permissible base FAR 2.0 of the Building Bye-Laws applicable currently.

For plot number 77 & 78 in Mouza -Jayapur total land admeasuring Ac0.629

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decimal (27399 sq ft.)35% area equivalent hotal, Govt. Of to 19179 sqft, which is to 19179 sqft., which is as per permissible disha, BBSP, Disy Ahurda base FAR 2.0 of the Date. base FAR 2.0 of the Building Bye-Laws applicable currently.

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For the 1st Party extent of land, as (iii) mentioned above, and contributed in the project, with respect to the total extent of project land and total approved built-up Bhubaneswar sanctioned by area Municipal Corporation (BMC) and this shall stand as the full and final settlement and entitlement of the land owner against their total land of Ac1.370 decimal, out of the total project land and the land owner that is party of the 1st Part shall not be entitled to any other kind of settlement.

14.3 (i) In regard to the allocation of percentage of super built up area entitlement of 1st Party and while converting the same in the form of completed units/flats, all together 41 flats of 2.5 BHK each measuring 1112 sqft., super built up area, equivalent to 44,966 sqft., together with surface car parking for each flat will be given.

(ii) The land owner's will have option to choose the within this area (44,966 bigger or smaller flat sqft.), after obtaining due approval of Building Plans Corporation Municipal from Bhubaneswar (BMC) and getting the project registered from ORERA. of these allotted Agreement to sale for each favour of 1st Party units/flats will be issued in members as per model agreement of ORERA. Hence the total number of units/flats allotment to minor subject is provisional and is approval due after getting modification revision in the In case of the from BMC. the area due to summation of areas of unit/flat allocated

Assotech Sun Growth Abode LLP Shashi Stusan mishma

Page 24 of 32

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more, it will be done to the nearest higher number only and 1st Party will not be required to pay anything. The area calculation and subsequent final allotment of the units/flats, will be based on approved building plans from BMC.

(iii) In case of any extension/reduction in the project land boundary due to any addition/deletion of the plots and any revision of plans in future either due to the land boundary, increase/ decrease of FAR and change in the scheme due to market conditions, the allocation of the 1st Party share remains same and will not change and the allocation of the units/flats to the 1st Party will be final and binding and acceptable to the first party.

14.4 It is understood that the super built-up area shall form the part of outer to outer measurements of the unit/units and including the proportionate share of the common area of machine rooms, the tower Corridors, lifts, staircase, common stores, service entrance lobby, architectural projections and elements etc.

(i) The party of the second part has paid an amount of Rs. 9,00,000/- (Rupees Nine Lacs) only) as non-refundable security deposit. Details of the payment has been mentioned

below in annexure 1 enclosed with.

14.5In case due to any Government Policy or adverse order of any Authority, the proposed project could not be started over the schedule land, then the aforesaid amount will be refunded by the 1st Party to the 2nd Party without interest within 15 days of intimation in writing/notice to the 1st Party by the 2nd Party.

14. That except for the flats agreed to be given to the First Party Members under this Development Agreement; the First Party Members shall have no claim over any other flats/ any other area, common area, terraces, necessary equipments, security systems etc. to be constructed by the Second Party i.e. Developers share.

15. That the First Party Members and Second Party have agreed not to claim any specific demarcation of the land and agreed that said land agreed to be

Page 25 of 32 Jagynesym Regs the

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Notary, Govt. Of India Odisha, BESR, Dist-Khurds

Regd. Np.-7701/2989

Halloh: 9867006174

given for development shall remain indivisible and inseparable at all times and the persons holdinges war Acharya any interest in the same shall always holding Govi. Of India Undivided shares and only constructed area shall. No. 27.93 2009

16. THAT, in consideration of the terms hereby agreed upon the owners (First Party Members) convey, assign and absolutely vest upon the developers (Second party) the right of development and construction on the below mentioned scheduled property.

be shared.

17. THAT, the Developers (Second party) shall have the right to enter into the agreement sale lease heir, with intending purchasers of flats and assign and let out the total constructed/built up area except the owners' (First Party Members) entitlement and the owners (First Party Members) shall not raise any objection to such assignment or negotiation. The owners (First Party Members) shall join as confirming party at the request of developer (Second party) for the execution of the relevant documents, whenever needed and called by the developer

18. THAT, it is hereby agreed by the First Party
Members that the Developer/s (Second party)
shall have the absolute right to finalize, settle
and negotiate the terms of the, built-up area /
units except landowners' share (First party
members) of the proposed Project, at such rate
and price as the developers (Second party) think
proper.

19. THAT, it is hereby agreed by the First Party Members, that the Power of Attorney holder is

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fully authorized to execute necessary deed of conveyance in favor of intending flat purchasers.

However, all costs charges and expenses in Notary, Govi.

respect thereof shall be paid and discharged by Odisha, Desc. Dist. Killian Regd. No. 1791/2009

the intending purchasers of the flats.

- 20. THAT, in the said project, land owners (First party members) will bear the cost for availing individual power supply & electrical meter connection for his/her/their share of units as per the rate and amount prescribed by the concerned Government Authorities. The ground rent and holding tax of his/her/their (First Party Members) share, if applicable, will also be paid by the First Party Members or its nominee/legal heirs/future buyers, for his share of units
- 21. THAT, the Developer (Second party) is allowed to construct and develop water supply including UG tank or overhead water tanks, sewerage system including STP, electrical distributions lines including sub-station, communication system including telephone exchange and any other installations which may be required for this Housing cum Residential complex. The Second Party will bear the cost for these works.
- 22. THAT, the Developer (Second party) shall have the right to receive from the intending flat/duplex/commercial units purchasers any earnest money and / or booking amount and also the balance of cost of flats/duplex/commercial units in respect of their allocated share and to grant receipts and execute such conditions as

Page 27 of 32

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may be deemed necessary and present the same at of intia jagy Govi. Notary, Govi.

The owners (First Party Members) hereby agrees (1995) 174 to ratify and confirm, all acts that the Developer (Second party) shall lawfully do and execute and perform in respect of his/her/their share without prejudice to the rights, and interest of the owners (First Party Members) and hereby agree to sign all necessary documents which may be required for carrying out the construction of the proposed Project and provide assistance to the developer (Second party) to facilitate the construction of the proposed Project on the below mentioned scheduled property.

remain liable to encumbrance, difficulties, disputes, cases if any in respect to his/her/their plots as mentioned in the schedule below. And the owners (First Party Members) agrees that if any type of obstacle comes at the time of construction relating to encumbrance arising with respect to his/her/their plots, the members of the First Party Members will be responsible for the problems caused and that they will be liable to pay to the developer (Second party) a compensation amount for the damages incurred by the developer as ordered by the competent arbitrator or judicial authority.

24. THAT, both the owners (First Party Members) and the Developer (Second party) shall have the right to use for specific performance of this agreement or any supplementary contract for enforcement of this contract and issuing party shall also have a

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Notary, Goyt. Regd. No.-778 12009

right to recover cost and damage if any withishs, BBSR, Dist-Khurds

mutual agreement.

25. THAT, in case of non-compliance of terms and conditions of this agreement and supplementary agreement both parties have a right to recover cost and damage if any.

- 26. THAT, the owners (First Party Members) authorize the Developer (Second party) or their nominee/ nominees as its attorney / attorneys by executing documents duly registered for submitting and pursuing application to various authorities for requisite permission approvals, sanctions of the building plans etc. in connection with the development / construction and completion of the proposed Project. All costs in this respect shall be borne by the Developer (Second party).
- 27. HOWEVER, the developer (Second party) undertake in their capacity as builder not to do or cause to be done by any act which may in any manner, violate any law, rules, regulations etc. or which may amount to misuse of any terms hereby agreed upon or breach of provisions of law in case of non-performance or non-observance of such law, rules regulations or conditions of this agreement, the entire liability in the behalf shall be incurred or discharged by the developer (Second party) and further more the developer (Second party) undertakes to keep the owners (First Party Members) entirely harmless and indemnified against all claims or demands resulting from the aforesaid non-performance and non-observance.

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28. THAT, in case the below mentioned called alled property or any part thereof now declared gorf 1000 174 represented to be belonging to the owner(s) (the First Party Members) is found to be lost and to be non-existent on account of defective title, the owner(s) (the First Party Members) shall be liable for the damage loss and the cost sustained by the developer (Second party). Accordingly the owner(s) (the First Party Members) agree and undertake to keep the developer (Second party) /and/or their nominee(s) harmless and indemnified against all the claims and expenses which the developer (Second party) and / or their nominee(s) may be made liable to pay or suffer.

29. MISCELLANEOUS: The name of the proposed complex shall be selected by the developer (Second party) and owners (the First Party Members) mutually later on.

30. ARBITRATION:

- The Parties hereto shall endeavor to settle all disputes and differences relating to and / or arising out of the Agreement amicably.
- In the event of any dispute or differences arising from or in connection with this Agreement, the same shall be resolved amicably in good faith, failing which the dispute or differences shall be referred to Arbitration. Each Party shall nominate one arbitrator and two arbitrators so nominated shall nominate a third arbitrator. The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitrators shall give reasoned award. shall arbitration venue of The Bhubaneswar.

The Parties further agree that any arbitration award shall be final and binding upon binding upon the Parties.

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Page 30 of 32

Assotech Sun Growth Abode LLP Shashi ladan mishra

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THAT, the below mentioned scheduled property will produce remain under the disposal of the developer Second Party) after giving the total agreed share to the owners (the First Party Members) till the formation of the society and till ultimate handing over the land and building to the society.

31. JURISDICTION: All disputes between the parties hereto shall be settled within the jurisdiction of the Bhubaneswar city.

SCHEDULE OF PROPERTIES

District: Khurdha, Tahsil Bhubaneswar, Dist. Bhubaneswar, P.S.-V Sub-Registrar: Khurda at Balianta, P.S. No.-13, Mouza - RUDRAPUR, Revenue Khata No.409 (Four hundred nine), Satwa-sthitiban, Chaka No.101 (One hundred one), Revenue Plot No.-7 273 (Two hundred Seventy Three), admeasuring Power Area Ac0.740 (Seven hundred forty decimals as per one thousand decmil, one acre) full plot. and Mouza - JAYAPUR, Khata no 587 (five hundred eighty seven) revenue plot no-78 (seventy eight), Chaka no-37 (Thirty Seven) measuring are Ac0.570 (Five hundred seventy decimal) Full Plot and Khata no. 104 (One hundred four) revenue plot no. 77 (Seventy Seven) chaka no 37 (Thirty Seven) measuring area Ac0.060 (Sixty decimal) full plot. Total two mouza, three revenue khatas, three revenue plots, total area Ac1.370 decimals Kissam- Chaka, Sthitiban, Annual Rent- 100.00.

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Page 31 of 33

Assotech Sun Growth Abode LLP

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WITNESSES:

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Signature of the First Party Members

1. Duzahan Dakua Sofate Lazeman Dakua Spo Doguinaga shushi Ghusan mishna Spo Doguinaga Shushi Ghusan mishna 2.

Signature of the Second Party

This agreement is made on date in my office. The witnesses and both the parties put their signature / thumb impression in presence of me with taking the oath.

Identified by me.
Advocate, Bhubaneswar.

Page 32 of 32

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Jagyneswar a charva Notary, Govi. Cli nuis Odisha, Best. Stationural Regd. No. 1912008 Mobil 9861005174

Assotech Sun Growth Abode LLP

8hushi Susan Mishra

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VCCEPTANCE LETTER

BHUBANESWAR Flat No-203, Soumya Enclave, BJB Nagar, ASSOTECH SUNGROWTH ABODE LLP,

SUB:- Consent and Acceptance of allotment of Flat No.B-3/0603 to Chakradhar Patra as per the Sharing Agreement dated 19-03-2019 and General Power of Attorney (GPA No. 11081903684), executed on Date 19-03-2019 for Jaypur, in your project ASSOTECH PRIDE, AM-16, Rudrapur, Bhubaneswar.

Dear Madam/Sir,

I/We are the executant of Sharing Agreement and have also given General Power of Attorney (GPA) registered with Sub-Registrar, Khordha, Bhubaneswar where I/We are entitled for allotment of above flats.

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upcoming project ASSOTECH PRIDE, Bhubaneswar. 3/0603 in total carpet area admeasuring 104.65 Sqm (1126.45 Sqft) in Phase-I of your As per our mutual discussion, I/We hereby give our consent and acceptance for Flat No. B-

with ORERA. the "Agreement to sale" for the aforesaid Flat/Flats will be executed after the Registration I/We are also aware that your project registration with ORERA is in process and

This consent letter issued by me/us is final, irrevocable, binding and conclusive.

the committed area in the sharing agreement stands fulfilled. It is also clearly understood that with this letter the obligation of the company for

Thanking you

Yours faithfully,

Aadhar No.- 355874809932 Chakradhar Patra destre dhe late

Mobile No.-

Witness:

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For Assotech Sun Growth Abode LLP

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ACCEPTANCE LETTER

To,ASSOTECH SUNGROWTH ABODE LLP,
Flat No-203, Soumya Enclave, BJB Nagar,
BHUBANESWAR

SUB:- Consent and Acceptance of allotment of Flat No.B-4/0207, B-6/0204, B-6/0207, B-6/0402, B6-0406, C-1/0601, C-1/0602, C-1/0603, C-1/0801, C-1/0802 & C-1/0803 to Bansidhar Patra as per the Sharing Agreement dated 19-03-2019 and General Power of Attorney (GPA No. 11081903684), executed on Date 19-03-2019 for Rudrapur and (GPA No. 11081903683), executed on Date 19-03-2019 for Jaypur, in your project ASSOTECH PRIDE,

NH-16, Rudrapur, Bhubaneswar.

Dear Madam/Sir,

I/We are the executant of Sharing Agreement and have also given General Power of Attorney (GPA) registered with Sub-Registrar, Khordha, Bhubaneswar where I/We are entitled for allotment of above flats.

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As per our mutual discussion, I/We hereby give our consent and acceptance for Flat No.B-4/0207, B-6/0204, B-6/0207, B-6/0402, B6-0406, C-1/0601, C-1/0602, C-1/0603, C-1/0801, C-1/0802 & C-1/0803 in total carpet area admeasuring 662.54 Sqm (7136 Sqft) in Phase-I of your upcoming project ASSOTECH PRIDE, Bhubaneswar.

I/We are also aware that your project registration with ORERA is in process and the "Agreement to sale" for the aforesaid Flat/Flats will be executed after the Registration with ORERA.

This consent letter issued by me/us is final, irrevocable, binding and conclusive.

It is also clearly understood that with this letter the obligation of the company for the committed area in the sharing agreement stands fulfilled.

Thanking you

Yours faithfully,

Bansidhar Patra

Aadhar No. 884278305774

Mobile No.

Witness:

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For Assotech Sun Growth Abode LLP

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ACCEPTANCE LETTER

To,ASSOTECH SUNGROWTH ABODE LLP,
Flat No-203, Soumya Enclave, BJB Nagar,
BHUBANESWAR

SUB:- Consent and Acceptance of allotment of Flat No. B-3/0303 to Chittaranjan Patra as per the Sharing Agreement dated 19-03-2019 and General Power of Attorney (GPA No. 11081903684), executed on Date 19-03-2019 for Rudrapur and (GPA No. 11081903683), executed on Date 19-03-2019 for Jaypur, in your project ASSOTECH PRIDE, NH-16, Rudrapur, Bhubaneswar.

Dear Madam/Sir,

I/We are the executant of Sharing Agreement and have also given General Power of Attorney (GPA) registered with Sub-RegistratunKhordhap Bhubaneswar where I/We are entitled for allotment of above flats.

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As per our mutual discussion, I/We hereby give our consent and acceptance for Flat No. B-3/0303, in total carpet area admeasuring 104.65 sqmt. (1126.45 sqft.) in Phase-I of your upcoming project ASSOTECH PRIDE, Bhubaneswar.

I/We are also aware that your project registration with ORERA is in process and the "Agreement to sale" for the aforesaid Flat/Flats will be executed after the Registration with ORERA.

This consent letter issued by me/us is final, irrevocable, binding and conclusive.

It is also clearly understood that with this letter the obligation of the company for the committed area in the sharing agreement stands fulfilled.

Thanking you

Yours faithfully,

Chittaranjan Patra

Aadhar No- 758303867316

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Witness:

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For Assotech Sun Growth Abode LLP

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ACCEPTANCE LETTER

To,ASSOTECH SUNGROWTH ABODE LLP,
Flat No-203, Soumya Enclave, BJB Nagar,
BHUBANESWAR

SUB:- Consent and Acceptance of allotment of Flat No.C-1/0401, C-1/0406, C-1/0407, C-1/0501, C-1/0502, C-1/0504, C-1/0505 & C-1/0506 to Arjun Patra as per the Sharing Agreement dated 19-03-2019 and General Power of Attorney (GPA No. 11081903684), executed on Date 19-03-2019 for Rudrapur and (GPA No. 11081903683), executed on Date 19-03-2019 for Jaypur, in your project ASSOTECH PRIDE, NH-16, Rudrapur, Bhubaneswar.

Dear Madam/Sir,

I/We are the executant of Sharing Agreement and have also given General Power of Attorney (GPA) registered with Sub-Registrar, Khordha, Bhubaneswar where I/We are entitled for allotment of above flats.

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As per our mutual discussion, I/We hereby give our consent and acceptance for Flat No.C-1/0401, C-1/0406, C-1/0407, C-1/0501, C-1/0502, C-1/0504, C-1/0505 & C-1/0506, in total carpet area admeasuring 419.6 Sqm (4520 sqft) in Phase-I of your upcoming project ASSOTECH PRIDE, Bhubaneswar.

I/We are also aware that your project registration with ORERA is in process and the "Agreement to sale" for the aforesaid Flat/Flats will be executed after the Registration with ORERA.

This consent letter issued by me/us is final, irrevocable, binding and conclusive.

It is also clearly understood that with this letter the obligation of the company for the committed area in the sharing agreement stands fulfilled.

Thanking you

Yours faithfully,

ARJUN PATRA

Aadhar No. 244362709491 Mobile No.

Witness:

1- Sashanka Sellvar Rmt Atrno-C, Utka University Campus. Vani vihor, DSDSN

2- Prohit kumor Pandrey.
BJB Nagar Soumisydendeve.
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ACCEPTANCE LETTER

To,ASSOTECH SUNGROWTH ABODE LLP,
Flat No-203, Soumya Enclave, BJB Nagar,
BHUBANESWAR

SUB:- Consent and Acceptance of allotment of Flat No.B-4/0404 & B4/0407 to Nirakar Patra as per the Sharing Agreement dated 19-03-2019 and General Power of Attorney (GPA No. 11081903684), executed on Date 19-03-2019 for Rudrapur and (GPA No. 11081903683), executed on Date 19-03-2019 for Jaypur, in your project ASSOTECH PRIDE, NH-16, Rudrapur, Bhubaneswar.

Dear Madam/Sir,

I/We are the executant of Sharing Agreement and have also given General Power of Attorney (GPA) registered with Sub-Registrar, Khordha, Bhubaneswar where I/We are entitled for allotment of above flats.

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As per our mutual discussion, I/We hereby give our consent and acceptance for Flat No. B-4/0404 & B4/0407, in total carpet area admeasuring 174.96 Sqm (1884 Sqft) in Phase-I of your upcoming project ASSOTECH PRIDE, Bhubaneswar.

I/We are also aware that your project registration with ORERA is in process and the "Agreement to sale" for the aforesaid Flat/Flats will be executed after the Registration with ORERA.

This consent letter issued by me/us is final, irrevocable, binding and conclusive.

It is also clearly understood that with this letter the obligation of the company for the committed area in the sharing agreement stands fulfilled.

Thanking you

Yours faithfully,

X Nierawz Polico
Nirakar Patra

Aadhar No.- 320862229533

Mobile No.-

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For Assotech Sun Growth Abode LLP

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