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## ON JUDICIAL



DUSASAN SAMANTARAY
NOTARY, 400 A A OR ORISHA
DIST. -KHURDA; BBSR, ODISHA
REGD. No. 88/2012
NOB 9439143015

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AGREEMENT FOR DEVELOPMENT OF LAND

THIS MEMORANDUM OF AGREEMENT FOR DEVELOPMENT OF LAND executed on this ## day of December, 2017 at Bhubaneswar.

#### **BETWEEN**

(1) SRI. BINOY KUMAR NANDA, aged about 61 years, S/o Late Lingaraj Nanda, Caste:Brahmin, by profession: Business, resident of "SAVITRI SADAN", Rameswar Patna, P.S: Shree Lingaraj, P.O: Old Town, Dist: Khurda, Bhubaneswar-751002, Odisha,

For Archid Builders Put.Ltdpage 1 of 12

Managing Director





DIST.-KHURDA, BBSR, ODISH/ REGD.No.88/2012 MDB-9439143015





D/o Late Lingaraj Nanda, W/o: Sri. Satyabrata Patra by caste:Brahmin, by profession: Business, DUSASAN SAMANTARA resident of Plot No:56/A, Sahara Campus, Near NOTARY, GOVT. OF ODISHAForensic Lab, Rasulgarh Chhack, Mancheswar Industrial Estate, Dist: Khurda, Bhubaneswar-751010, Odisha, (3) SMT. DIPTI KAR, aged about 56 years, D/o Late Lingaraj Nanda, W/o: Sri. Rudra Narayan Kar Caste:Brahmin, by profession: Housewife, resident of 1701, Marathon Nextgen-1, Ganpat Kadam Marg, Lower Parel, Mumbai -400013 (4) SMT. JYOTIRMAYEE NANDA, aged about 54 years, D/o Late Lingaraj Nanda, W/o: Sri. Jimut Baran Patnaik by caste: Brahmin, by profession: Service, resident of Plot No:473, Nageswartangi, P.O: Old Town, P.S: Shree Lingaraj, Dist: Khurda, Bhubaneswar-751002, Odisha (5) SRI SOVAN NANDA, aged about 34 years, S/o Late Bijay Kumar Nanda, Caste: Brahmin, by profession: Business, resident of "SAVITRI SADAN", Rameswar Patna, P.S: Shree Lingaraj, P.O: Old Town, Dist: Bhubaneswar-751002, Odisha, NIVEDITA NANDA, aged about 57 years, W/o Late Lingaraj Nanda, Caste:Brahmin, by profession: resident of "SAVITRI SADAN", Rameswar Patna, P.S: Shree Lingaraj, P.O: Old Town, Dist: Khurda, Bhubaneswar-751002, Odisha, (hereinafter called respectively "Landowners"), which expression shall unless repugnant to the subject or context, shall mean and include their heirs, successors, representatives, executors, administrators assigns of the FIRST PART.

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For Archid Builders PytLtd.

Managing Director

Page 2 of 12



ARCHID BUILDERS (P) LTD. a company registered under the Companies Act, 1956 and having its registered office at 4th Floor, Archid Central, Chandrashekherpur, P.O.: Chandrashekherpur, Bhubaneswar, P.S.: Chandrashekherpur, Dist.- Khordha (Odisha), PIN: 751016 represented through its Managing Director, SRI BANDAN MOHANTY aged about 44 years, son of Late Khitindra Kumar Mohanty, by Caste: Karan, by called (hereinafter Occupation: Business "Builder/Developer"), which expression shall mean and include its Directors, successors and assigns of the SECOND PART.

WHEREAS, the property mentioned below stands recorded in the name of First Party No.1 to 4 along with Bijay Kumar Nanda, the deceased father of first party No. 5 and husband of first party No. 6 and after the death of Bijay Kumar Nanda the first party No. 5 & 6 are as his legal heirs and successors are now in peaceful possession of the property along with first party No. 1 to 4 without any disputes and litigations. The land is free from all sorts of litigations. The first parties has been paying the rent revenue to the concerned department regularly.

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

And whereas, the first parties are interested to develop the scheduled property by constructing a multi-storeyed residential complex and approached to the second party/builder to comply the same.

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

AND WHEREAS, it has been agreed by both the parties, that out of the total B.D.A/B.M.C approved area 40% of the area will be for Land wners and 60% of B.D.A/B.M.C approved area will be Developer's share. For the said construction of the project, the First party will execute a General Power of Attorney in Favour of Second party Developer to do all acts and deeds, which includes sale, mortgaged, charge, lien, agreements/s, appear before statuary authorities for and on behalf of first party land owners and includes other clauses in the said General Power of Attorney.

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DUSASAN SAMANTARAN NOTARY, GOVT. OF ODISHA DIST.-KHURDA, BBSR, ODISHA REGD. No-88/2012 MOB-9439143015

AND WHEREAS, it appears to what has been stated herein before and in consideration of the owners having accepted the developer's business module, and to such land owner agrees and appointed the developer for developing the land mentioned in the schedule below, over which the developer shall have full right to construct apartments and to allot their allocated share i.e. 60% constructed and garages to the persons whom he/they shall select, for which the First Party member shall execute a Power of Attorney in favour of the Second Party. The said power of attorney cannot be revoked in any circumstances, provided the Second Party shall give physical possession along with relevant documents of land owner share of 40% B.D.A/B.M.C approved area & parking space.

## NOW THERE FORE THIS AGREEMENT WITNESSTH AS FOLLOWS:

 The developer will be entitled to dispose of its share of the apartments, in any manner, they may choose to any persons as may be chosen and selected by the developer, fulfilling the terms and conditions laid down in this agreement.

It is further agreed that the developer will be at liberty to dispose of by sale its allocated share i.e. 60% construction area, to which the owners shall have no objection for such sale and developer shall appropriate full amount of the consideration money paid by the intending purchaser, towards the expenditure incurred by the developer for this purpose, the owners shall execute and irrevocable power of Attorney in favour of the developer authorizing to sell the built-up area along with the land proportion of the percentage agreed upon.

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DUSASAN SAMANTARAY
NOTARY, GOVT. OF ODISHA
DIST.-KHURDA, BBSR, ODISHA
REGD.No-88/2012
MDB-9439143015

# IT HAS BEEN FURTHER AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS:-

- i. The Developer by virtue of the said irrevocable power of Attorney shall sign the map or plan and the other papers that may be required and shall also sign all other papers and documents, as may be required, or be necessary for the purpose of getting the said sanction/approval and also for obtaining all necessary approval/s.
- ii. That after necessary approvals from development authority, the ratio share allocation data will be part and parcel of this agreement.
- iii. That it is agreed between the parties that a separate agreement of share distribution will be made after approval from B.D.A/B.M.C which will be part and parcel of this agreement.

## THE OWNERS HAVE FURTHER AGREED AS FOLLOWS:-

**THAT,** the First party has agreed to convert the land mentioned in the Schedule of Property to Gharabari through his own expense.

- Not to sell, transfer, or mortgage, or change, or encumber, or alienate the said premises or any part thereof in this agreement, during the tenure of said Agreement.
- ii. Not to enter into any agreement or agreement for development in respect of the said property with anybody else, during the tenure of this Developmental Agreement.

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Page 6 of 12

- iii. Not to do any act, deed or things whereby the developer may be prevented from selling assigning and / or disposing of the units of the proposed project / apartments of the said premises, during the tenure of said Agreement.
- iv. The land owner will not dispute/ object to any conversion of Khata Number and Plot Number to the schedule of property mentioned below.
- v. The owners shall deliver the peaceful and vacant possession of the said premises to the developer, simultaneously upon execution of this Agreement.
- vi. The developer will name the Complex/ Project.

The owners shall hand over the original title deeds, all other relevant documents to the developer on the completion of the structure, but the same shall not be misutilized or misrepresented in any manner before the public, other that the covenants of this Agreement.

That subject to the provision of those present, the owner hereby gives the developer exclusive right to construct apartments on the land.

ix. The first party will indemnify to the tune of loss suffered by the developer/builder if, any statutory obligations has not been complied prior to handing over the property mentioned below and if, any defect pertaining to title found in the said property present or in future.

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For Archid Builders Put

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- x. The first party here by undertakes that the documents submitted on which developer/builder verify are true and correct. The list of documents are made part and parcel of this agreement.
- xi. That, the first party landowner/s shall bear the G.S.T cost for her/his/their share of flats before physical possession of the flats.
- xii. The first party shall not have any share on the F.A.R if purchased by the second party developer from B.D.A/B.M.C above the standard 2 F.A.R
- xiii. The first party landowner/s shall also have to pay the society expenses for their share of flats.

#### THE DEVELOPER AGREED AS FOLLOWS:-

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\* R. SAMANTARAY

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II.

That, the developer remains liable to bear all costs, expenses of the apartment(s) constructed by the developer, according to the plan as mentioned above, or modified plan.

That, it is further agreed that the owners shall at the request of the developer, execute such documents, papers memorandum and deeds in furtherance of these present, which the developer may require from the owner for smooth and expeditious construction of the proposed apartment, except deed or conveyance deed of whatsoever nature.

iii. Provided always that the developer shall bear all cost and expenses for all such documents, letters, papers, memorandum etc. shall deposit requisite free necessary and obtain refund fees and appropriate the

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For Archid Builders Pyt. Ltd.

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DUSASAN SAMANTARAY NOTARY, GOVT. DF ODISHA DIST.-KHURDA, BBSR,ODISH/ REGD.No-88/2012 MDB-9439143015

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same, without any way being answerable to the owner for the same.

iv. That, the owner hereby agrees that they shall not do anything in regard to the said premises, whereby the right of the developer to undertake construction of the proposed apartments and to dispose of the share of the said apartments is prejudicially effected and / or construction be delayed or distributed in any manner of whatsoever nature.

v. The second party Developer shall construct the building as per the specification attached with this agreement.

with this agreement.

That the landowner/s can visit the project site at any time to which the second party Developer shall not object.

That it is clearly understood by and between the owner and the developer, that the developer shall be entitled to assign the right of construction at the risk of the developer entirely, in respect of the proposed building on the said property.

viii. The developer hereby agrees that they shall keep the owners indemnified and keep them harmless against all third party claims arising out of any act or omission on the part of the developer, their agents, men or labourers during the construction of the proposed apartments.

ix. That it is mutually agreed by and between the parties that the developer will construct apartments, over the land as mentioned in the schedule below, for the use of residential complex as per the said approved plan and

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will be at liberty to sell the buildings, along with the land, as per the percentage mentioned above.

x. The developer will prepare the building plan which will be submitted before B.D.A/B.M.C for necessary approval/sanction. On receipt of the approval/sanction of the building plan the Builder will start the construction works.

Xi. The completion period of the project will be 48 months from the date of approval from all statutory authorities like B.D.A/B.M.C, Fire, P.H.D & RERA, if everything goes smoothly. That in case of any natural calamities such as flood, heavy rain, cyclone, earthquake etc. or any other unrest, any government policy measures, Enactment of any law, order of the Court etc. for which any situation arises, so as to make the situation beyond the control of the developer to continue the construction work the time period for completion of the work shall be extended by that much of time.

That the developer shall be entitled to make any partner, for smooth execution of the construction work and share the benefits whatsoever, without adversely affecting the owner's interest, but under no circumstances the owner shall be answerable or liable before the partner.

xiv. Common facilities and amenities shall include lift, corridors, hallways, staircase, passageways, driveways, pump room, underground water reservoir, overhead water tank, water pump, generator with room, garage, parking place and other facilities like waste water pipes, all fittings to all the flats, safety provision like electrical

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DUSASAN SAMANTARAY
NOTARY, GOVT. OF ODISHA
DIST.-KHURDA, BBSR, ODISHA
REGD.No-88/2012
MDB-9439143015

earthing & lightening arrester, which may be mutually agreed upon, between the parties and required for establishments, maintenance and management of the building, but excluding the roof and terrace of the building.

xiv. The sewerage system must be properly setup for free passage to safer place and reasonable distance must be maintained, from the place of water reservoir and water source system.

xv. That the developer must take all sorts of care of apartment as and when required, for a period of 12 months (1year) after completion of the project.

i. That the developer shall be responsible for maintenance so far as the original structure, roof and side wall is concerned, for a period of 12 months (one year) after completion of the project.

That the appointed arbitrator will decide any dispute arising out of this agreement and the place of arbitration will be at Bhubaneswar.

SCHEDULE OF THE PROPERTY

Dist.- Khurda Tahasil: .Bhubaneswar, Tahasil No:176., under jurisdiction of District Sub-Registrar, Bhubaneswar, P.S.: Bhubaneswar, Thana No: 69, Mouza: Bhubaneswar Sahar Unit NO-24, **SUNDARPADA** Khata No. 640, Sthitiban Plot No. 2405, Kissam: Sarada-II, Area: Ac0.450. decimals full Plot, Rent Rs.2.00PS.

BOUNDED BY:

NORTH : Plot No. 2407
SOUTH : Plot No. 2404
EAST : Plot No. 2422

WEST : Road

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or Archid Builders Put Ltd.

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DUSASAN SAMANTARAY NOTARY, GOVT. OF DOISHA 11-12-17-REGD.No-88/2012 MDB-9439143015

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

WITNESSES:-

1) Dorey Kimer Now

1. Brojalistan (2) Sayanta Savati

1. Brojalistan (2) Dipti Kan

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Nevedita Wanda.

Signature of the First Party (Owner)

Apo lingarai Najar old town

For Archid Builders

Managing Director

Signature of the Second Party (Builder/Developer)

#### **CERTIFICATE**

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

hereto. All the executants signed before me.

NOTARY, GOVT. OF ODISHA

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Page 12 of 12

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#### **SPECIFICATIONS**

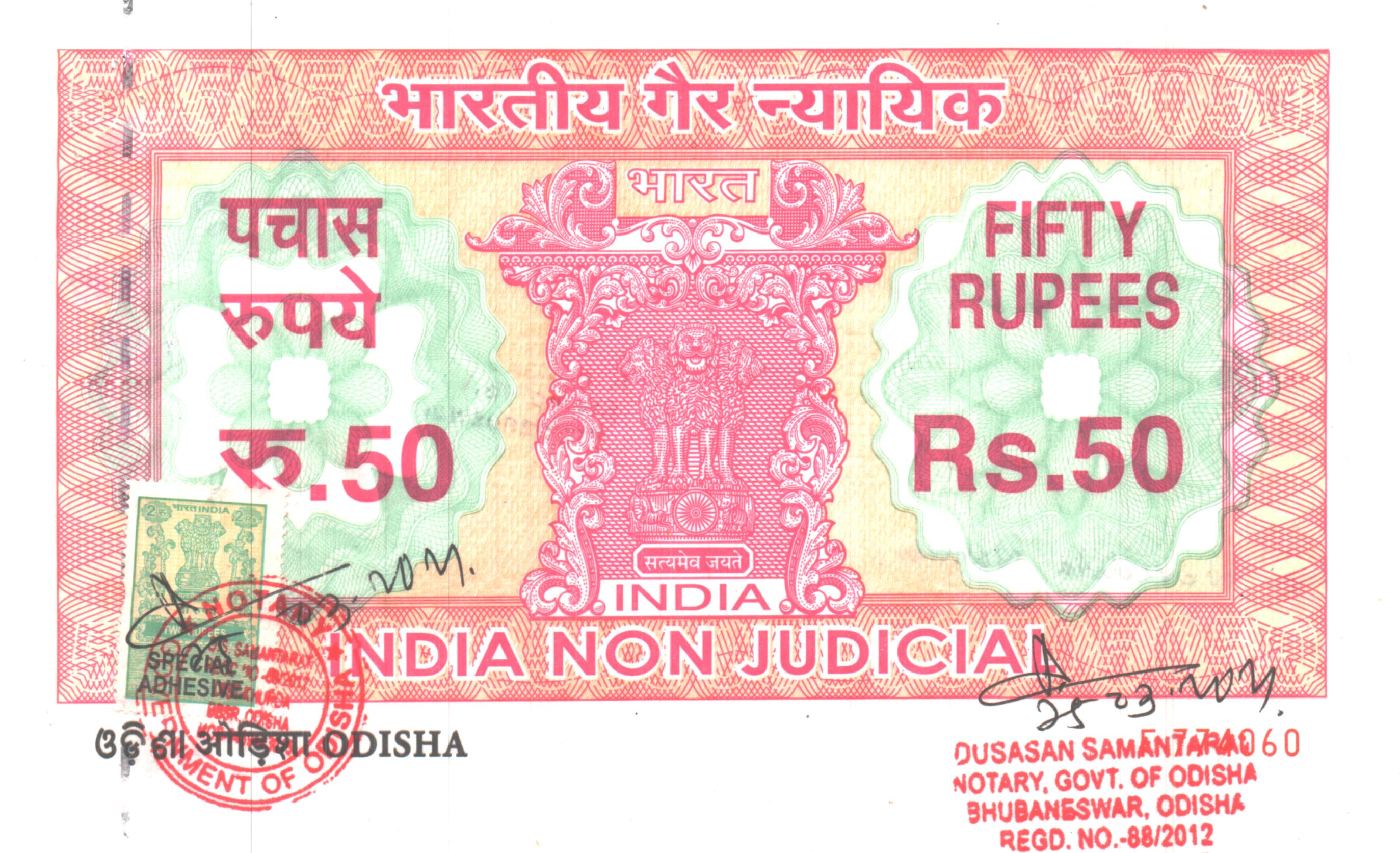
LOCATION/ AREA	FLOORS	FIXTURES & FITTINGS	WALLS	EXTERNAL DOORS & WINDOWS
Living Room				W WINDOWS
Dining Room	Vitrified Tiles (2'X2') with Matching Skirting	Premium Modular Switches/ Sockets of Premium Brands	Plastic Paint With Putty	
Bedrooms	Vitrified Tiles (2'X2') with Matching Skirting	Modular Switches/ Sockets of Premium Brands		
Master Bedroom	Vitrified Tiles (2'X2') with Matching Skirting	Modular Switches/ Sockets of Premium Brands		
댎				
Toilets	Ceramic Matt Finish Tiles	Sanitary & C P Fittings of Premium Brands	Designer Ceramic Tiles upto Door Level & Paint	All Doors are Panelled with Flush doors & Premium Hardware Fittings. All Windows ar UPVC Make
Scanner	Vitrified Tiles	Granite Counter, Stainless Steel Sink with Drain Board & CP Fittings	Ceramic Tiles above Counter (2ft.) & Paint	
C VIC-85/2019 STREETE OF 180 SR. OOTSHA	Geramic Matt Finish Tiles	MS Tube/Stainless Steel Railing	Weather Proof Paint	
Statrease	Kota Stone/Ceramic Tiles/Marble/Granite	MS Tube/Stainless Steel Railing	Plastic Paint With Putty	
obby/ Corridors	Ceramic Matt Tiles/Granite With Matching Skirting		Green Marble/Granite Lift Facia	
Power Backup	Provision for Po	wer Backup for all common	areas, lift & one light and	one fan in each room
Structure	Earthquake-resistant RCC Framed Structure.			
xternal Facade		Weather Proof Pa		
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For Archid Builders Pvt, Ltd.

DIST.-KHURDA, BBSR.ODISH/ REGD.No-88/2012 MDB-9439143015

Managing Director





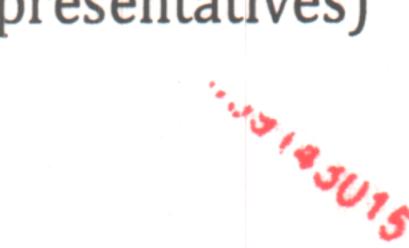
# DEED OF RECTIFICATION

# NAME & ADDRESS OF THE EXECUTANT:

(1) NIVEDITA NANDA, aged about 60 years, W/o: Late Bijaya Kumar Nanda, resident of Savitri Sadan, Rameswar Patna, Old Town, PS: Shreelingaraj, Bhubaneswar – 751002, Dist: Khurda, Odisha, Voter ID No.OR/09/050/678917. (herein after called the **EXECUTANT** which expression shall mean and include her heirs, successors, assigns and representatives)

Nevedita Nanda.

MOB-9439143015



Nivedita Nanda.

DUSASAN SAMANTARAN NOTARY, GOVT. OF ODISHA BHUBANESWAR, ODISHA REGD. NO.-88/2012 MOB-9439143015

AND Whereas, I, the executant along with (1) SRI BINOY KUMAR NANDA, aged about aged about 64 years, (2) SAYANHA SWATI, aged about 60 years, (3) DIPTI KAR, aged about 59 years, (4) JYOTIRMAYEE NANDA, aged about 57 years, all are son & daughters of Late Lingaraj Nanda, all are resident of At/PO: Sundarpada, PS: Airfiled, Bhubaneswar -751020, Dist: Khurda, (5) SOVAN NANDA, aged about 37 years, S/o: Late Bijaya Kumar Nanda, resident of Savitri Sadan, Rameswar Old Town, PS: Shreelingaraj, Patna, Bhubaneswar - 751002, Dist: Khurda, Odisha have executed a Agreement for Development of Land on dtd. 11.12.2017, before the Notary Public Sri D. Samantaray, Bhubaneswar in favour of ARCHID BUILDERS (P) LTD., having its registered office at 4th Floor, Archid Central, Chandrasekharpur, Bhubaneswar-751016, Dist: Khurda, Odisha, represented through its Managing Director SRI BANDAN MOHANTY,

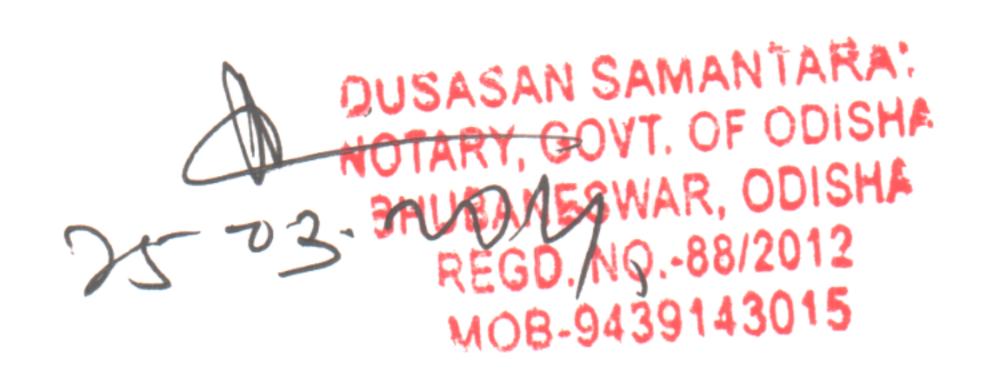
aged about 47 years, S/o: Late Khitindra

Kumar

Profession: Business,

Mohanty, By Caste: Karan, By

Page 2 of 4



AND WHEREAS, the said Principal Deed at Page No. 2, line No.22 (under Heading Name of Executant) mentioned in the SL No. 6 my name (executant No.1) has been mentioned as SMT. NIVEDITA NANDA, aged about 57 years, W/o: Lingaraj Nanda, (Lingaraj Nanda is my father in law, but wrongly it has been mentioned as my husband's name) instead of correct name SMT. NIVEDITA NANDA, W/O: LATE BIJAYA KUMAR NANDA.

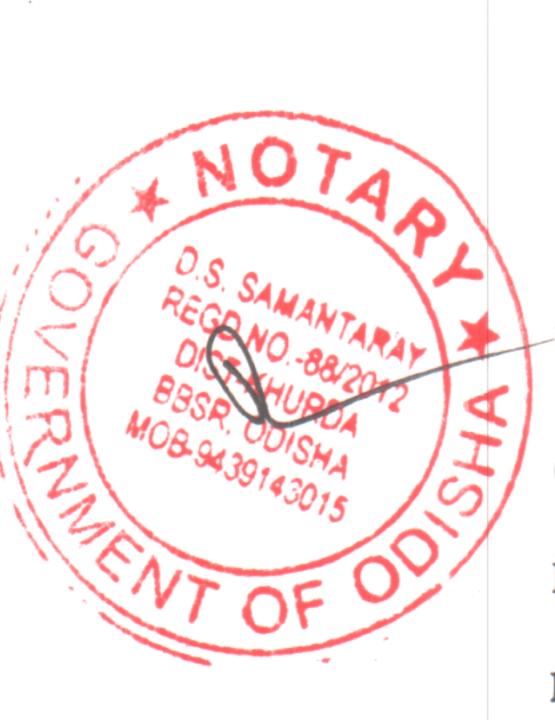
AND WHEREAS by virtue of this Deed of rectification as such the actual name may be read and corrected as under:-

# (CORRECT NAME AND ADDRESS):

NIVEDITA NANDA, aged about 60 years, W/o: Late Bijaya Kumar Nanda, resident of Savitri Sadan, Rameswar Patna, Old Town, PS: Shreelingaraj, Bhubaneswar – 751002, Dist: Khurda, Odisha

That, the rectification and modification as aforesaid the Principal Deed shall remain fully binding on the parties and of full force and effect and the rest of the covenants contained in the Principal Deed continue to govern the relation of the Executant and Second Party.

The Principal Development Agreement Deed attached to this Deed of Rectification for reference.



NOTARY, GOVT. OF ODISHA BHUBANESWAR, ODISHA REGD. NO.-88/2012 MOB-9439143015

I, the executant hereby declare that I have executed this Deed of Rectification on this the <u>day of January</u>, 2021, without any duress inducement, allurement or any kind of promise or extraneous influence on either or both part to the rectification of the property.

1) Archomas Patraik S/o-Snikesinasnyas Patraik Elet no: 102, Other Caluston X Nivedita Nanda.

Sive Negar, Penhypmi Roud B359 - 751018

(Executant)

Lajib averar Swaen S/O - Dinabandau Swaln 110t NO-B 2/4, Unit-3 Leabour Colony, BBSR Pin- 751001



Certified that this deed of Rectification has been drafted by me as per the instruction of the Vendors and vendee and they have putting their respective Signature after admitting the whole contents of this deed are true and correct.

DUSASAN SAMANTARA. NOTARY, GOVT. OF ODISHA BHUBANESWAR, ODISHA REGD. NO.-88/2012 MOB-9439143015