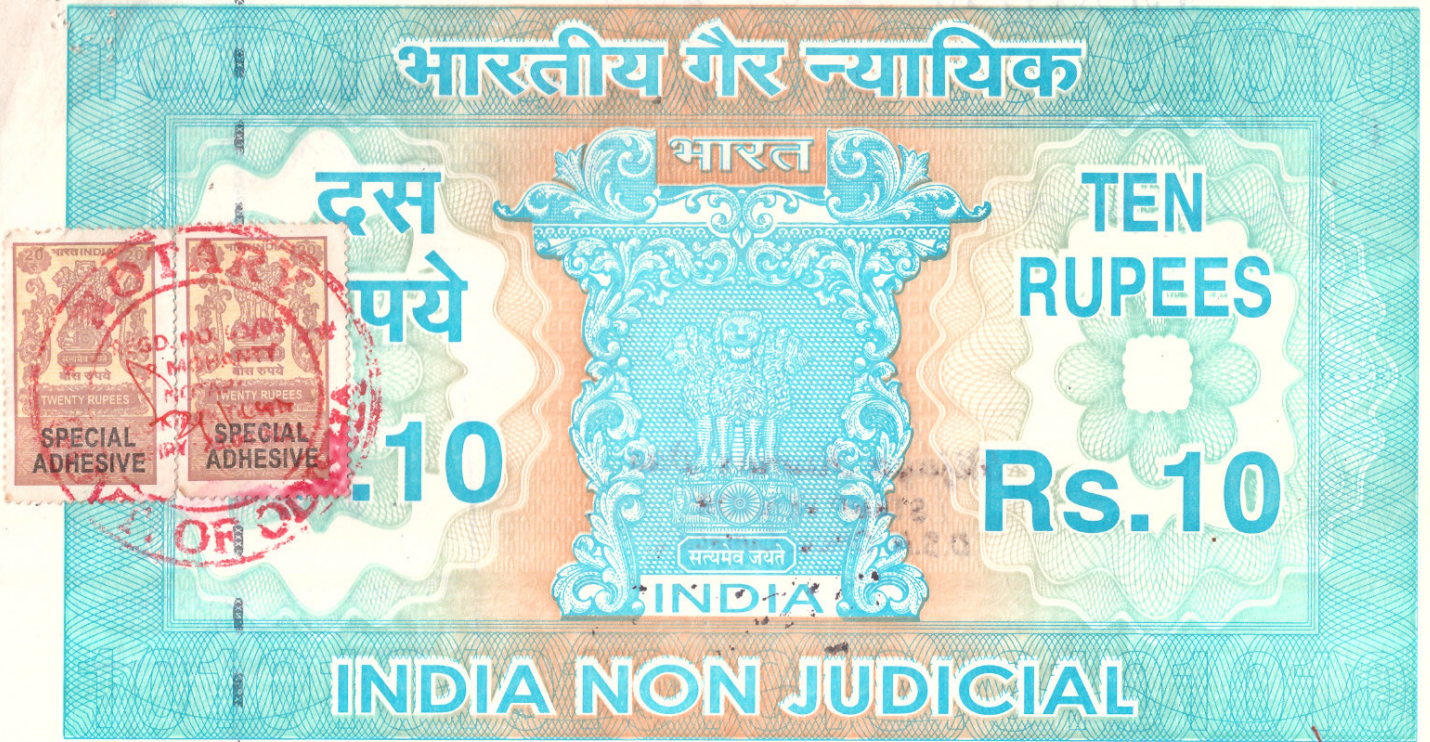


Sl. No. 4156 Dt. 21/10/2014



ଓଡ଼ିଶା ଆଇନशा ORISSA

AGREEMENT

23AA 777974

This agreement made on this the 21 day of Oct, 2014.

BETWEEN

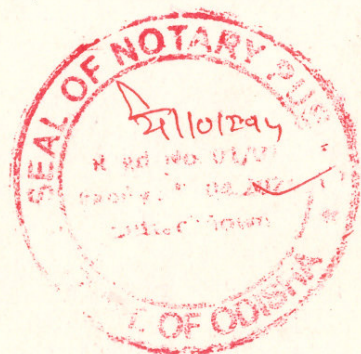
Smt. Menaka Behera, aged about 75 years, W/o - Late Fakir Mohan Behera, by Profession - House wife, by Caste - Gopal, permanent resident of Bidanasi, P.O - Tulsipur, P.S - Bidanasi, Town / Dist - Cuttack, hereinafter called the owner (which expression shall unless excluded by or repugnant to the subject or context shall mean and include each of her heirs, successors, executors, administrators and assignee) of the FIRST PART.

Handwritten signature of Smt. Menaka Behera
Handwritten signature of Sri Upendranath Sutar
Partner

AND

M.M. ENGINEERS & CONSULTANTS, having its office at Snehalata house, Jagannath lane, Badambadi, Cuttack, represented by its Managing Partner, SRI UPENDRANATH SUTAR aged about 42 years, son of Late Indramani Sutar, hereinafter referred to as the Developer / Promoter (which expression shall unless excluded by or repugnant to the context shall mean and include each of his successors, executors, heirs, representatives or assigns) of the SECOND PART.

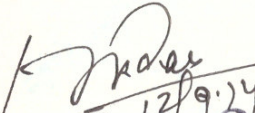
AND

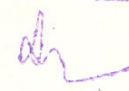


M M Engineers & Consultants
Handwritten signature of Sri Upendranath Sutar
Partner

fn. 15677 of 12.09.2014

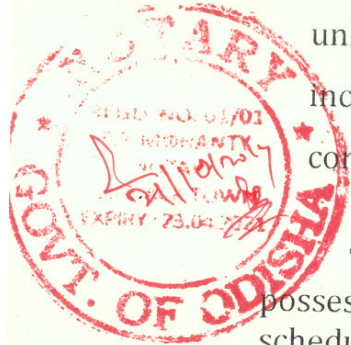
P. B. Behere for M.M. Engineers and
consultants Cuttack
Bugal Behere


12/9/14
Bijaya Kumar Das
STAMP VENDOR
D.S.R. Office, Cuttack-2


01 SEP 2014
Treasury Officer,
Cuttack



Kumari Sandhyarani Behera, aged about 44 years, D/o - Late Fakir Mohan Behera, by caste: Gopala, by Profession - Business, now residing at Bidanasi, P.O - Tulsipur, P.S - Bidanasi, Town / Dist - Cuttack, hereinafter called the 3rd Party (which expression shall unless excluded any or repugnant to the context be deemed to include his heirs, executors, administrators and representatives conferring party) herein referred as THIRD PART. (Consentee Party)



WHEREAS

The party of the First Part is the absolute owner and in peaceful possession of the land, more fully and particularly described in the schedule appended here to, as indicated in the sketch map annexed here to, by virtue of Correction R.O.R. issued by the Tahasildar, Cuttack vide Mutation Case No. 4720/2013, 4721/2013, 4722/2013 and 237/2014. And the First Party, having in peaceful possession over the same, do hereby agreed to give the same for development, together with all structures, passages, water sources, rights, privileges, liberties, easements, advantages, appendages and appurtenances thereon.

Handwritten signature: Sandhya Ranjan Behera

AND WHEREAS

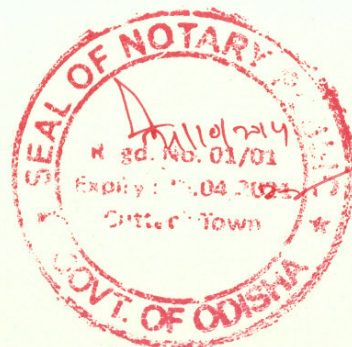
The owner is in absolute possession and has been exercising various acts of ownership and possession over the land as absolute owner of the property. The owner had nourished a desire to raise a residential building now in accordance with the plan to be sanctioned by the Cuttack Development Authority, the owner wants to fulfil the said desire.

1. That with the intent or object of developing the said plots, the owner had negotiated with the developer and had represented as follows:

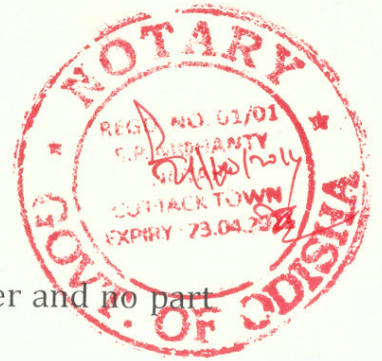
a. That the owner is the sole and absolute owner in respect of the said plots and none other than the owner has any right, title interest of claim over and in respect of he said plot.

b. That the said plot is free from all encumbrances, charges, attachment, mortgages or claims what so ever.

Handwritten signature: Zependra Nath Sutar
M M Engineers & Consultants
Partner



Handwritten signature: Zependra Nath Sutar

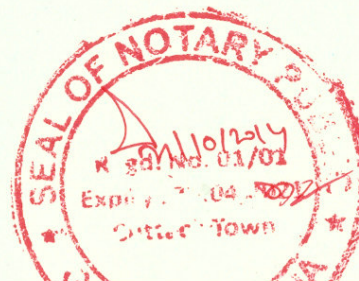


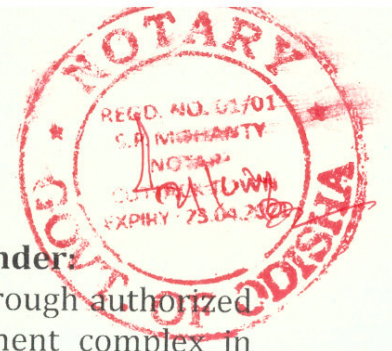
- c. That the said plot is in absolute possession of the owner and no part or the said plots are occupied by anybody else.
- d. That the said plot does not come within the purview of the Urban Land (Ceiling and Regulation) Act, 1976.
- e. That the said plot is not affected by any scheme, alignment or notification either by the State or Central Government or any other statutory body or authority nor the same have been acquired or requisitioned under any notification/ order issued by any authority.
- f. That the plot will be developed by making construction of residential buildings containing several independent flats and parking spaces with common service core in accordance with the plan to be sanctioned by Cuttack Development Authority, for maximum utilization of the plot.

2. Relying upon the aforesaid representations and believing the same to be true and acting upon good faith there of, the Developer has agreed to build residential building with sufficient parking spaces and other facilities on certain terms and conditions as have been mutually agreed upon by and between the parties, which for the purpose of avoiding any future misunderstanding or disputes, are spelt out in to writing.

3. That in consideration of the said premises and in consideration of the negotiations the owners appoint the Developer for the purpose of development of the said premises by making construction of new building, consisting of several independent flats capable of being enjoyed as independent apartments with common service core and parking facilities and in consideration thereof, the Developer has agreed to be appointed as the sole and exclusive Developer and in consideration thereof, has agreed allocate 35% out of the total built up area, to the owner free of all costs and charges in lieu of being allowed development of the land and retain the remaining of the total built up area with the right to deal with the said area (hereinafter referred to as the Developer's allocation) to be sold or retained as residential units.

M M Engineers & Consultants
 Apendra Nath Sanyal
 Partner
 ଗଣନା ବିଭାଗ
 ଚନ୍ଦ୍ରନାଥ ସାମଲ
 ଅଧ୍ୟକ୍ଷ





4. The scope of work of the developer shall be as under:

a. To cause necessary survey of the said premises through authorized surveyors for construction of the residential apartment complex in conformity with the approved plan, drawing, specifications and elevations as approved by the appropriate authority.

b. To deposit all service charges/expenses already incurred for sanction of the building plan, as may be necessary from time to time for execution of the said plan or any addition/ alteration and /or modification that may be necessary in the plan approved.

c. To carry out the development work by way of construction of the new building or buildings as per the plan legally approved and granted.

d. To use construction materials of best quality and in the most substantial and workman like manner and to the satisfaction of the owner.

e. To apply for and avail of electricity, water, drainage, sewerage, telephone and /or any other facilities or amenities that are generally required or be necessary for the purpose of common use and enjoyment of the occupants.

f. To negotiate for sale of various flats/units and parking spaces to be comprised in the building, to be constructed, to prospective buyers on such consideration on the terms and conditions as the Developer may fix or settle thereof, in respect of the Developer's allocation only.

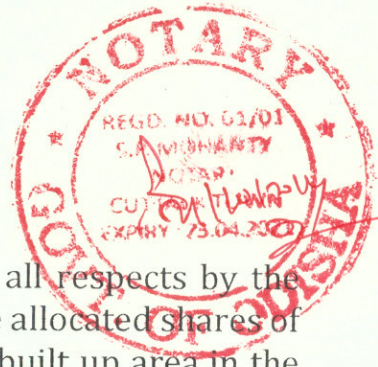
g. In the holding proposed to be constructed on the terms hereof, the Developer will not be entitled to deal with in any manner what so ever nor be entitled to deal with in any respect of the owners allocation of 35% of the built up area. However, in the event the developer is unable to execute the aforesaid work for any reason, the owner reserves the right of revoking the present arrangement pertaining to the land specified in the schedule, in which event, all liabilities incurred by the Developer by then shall be that of the Developer and not of the owner.

5. The owner will be entitled to their allocated share of 35%, in the total built up area including the proportionate share in the common service

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M.M. Engineers & Valuers
Zupendra Nath Singh
Rajendra





area constructed completed and made habitable in all respects by the developer at his own cost/charges and expenses. The allocated shares of the owners are clearly specified at 35% of the total built up area in the building constructed in the terms hereof, situated on the land there of and also for any further construction to be carried out by the developer with due permission of the authorities in future.

6. The developer shall complete construction of the proposed building in all respects upon the said premises within 36 months from the date of approval of Building plan unless prevented by reasons beyond control of the developer namely, riots, civil commotion, floods and earth-quake, etc

7. In the event the developer fails to complete the building in all respects within 36 months from the date of approval of plan, the owner shall entitled to claim interest @ 12% per annum on the total construction cost pertaining to 35% of the owner allocation from out of the total super built up area as per the approved plan. The amount shall be calculated @ 1500/- per sq. ft. in all respect of the owner entitlement of 35% of the super built up area, as per the approved plan. Such interest is payable monthly by the builder to the owner.

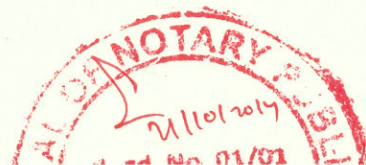
8. The owner shall execute a power of attorney in favour of the developer or its nominee validly appointed, conferring powers for the purpose of effectuating the scheme of Development and inter-alia of the Developer's allotted share only. But the developer shall be liable and responsible to the owners. All permission applied for by the owner in their name and granted by the authorities and /or are pending shall be deemed to have been applied for and granted in the name of the Developer.

9. Upon the completion of the Development in terms hereof and upon the developer having handed over possession of the owner's allocation, the developer as a constituted attorney for the owner will sign, execute and caused to be registered sale deeds in respect of the various flats / units and parking spaces in favour of the purchasers.

10. The developer undertakes to keep the owner indemnified against all actions suits, costs, claims proceeding which may trigger of from out

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Sardulya Sai Behera

M M Engineers & Consultants,
Spendra Nath Sanyal
Patna





of any action of the developer pertaining to the development of the said premises and /or in the matter or construction of the said building and for any defect in the construction thereof.

11. The developer also indemnifies the owner from all claims, damages or expenses payable in consequence of any injury to any labourer, employees, workman, nominee, invitee while in or upon the said premises.

12. That, during the subsistence of this agreement the owners will not deal with the said premises with anybody else, save and except the right of the owner to enter in to contracts with regard to the sale of his allocated share of 35% or any portion thereof.

13. Upon taking over possession of his allocated share of 35%, in terms hereof, the owners or their transferees, shall be liable to pay to the society formed for the purpose and/or contribute the proportionate charges and expenses towards the management and maintenance of the building, common services like electricity, water pump and lift.

14. If necessary, the owners shall sign and execute any such further deeds, documents and conveyances that may be necessary for the purpose of development of the said premises in terms hereof.

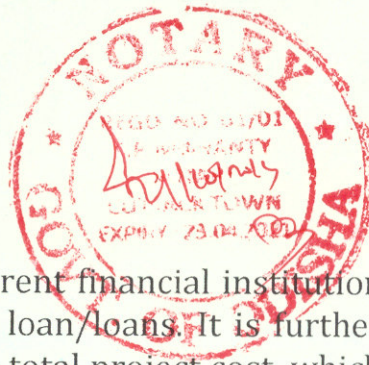
15. It has been agreed by and between the parties here to that the promoter/developer shall construct, build and erect the building over the said land in accordance with the sanctioned plan(s) and shall deal with various portion of the said building on the terms and condition herein after contained. The entire cost of the construction shall be borne by the developer/promoter. The developer/promoter shall construct the building according to the plan(s) and permission and will not construct any illegal or unauthorized unit or units. The responsibility with regard to quality and standard of construction of the aforesaid building would be exclusively that of the developer/promoter. Any suggestion by the owner will be accepted by the developer / Builder / promoter.

16. That it is further agreed between the owner and the developer that it will be the responsibility of the developer to arrange for the requisite

Handwritten signature in blue ink: *Sandhya Devi Mohanty*

Handwritten signature in blue ink: *Zyendre Nath Sutar*
M.M. Engineers & Consultants
Partners





finances for the project and deal with the different financial institution and/or individuals for obtaining/ availing the loan/loans. It is further agreed that the loan availed will not exceed the total project cost, which will be duly submitted to the financing bodies and /or individuals as per the project report to be furnished by the developer. That the burden of repayment of loan and interest is of the developer. In the event the project is abandoned midway by the developer, in addition to what has already been provided for in paragraph 9 of this agreement, the owners will also be entitled to realize from the developer the differential amount of the loan availed and the cost of the built up area and /or the asset created by the developer. The owners shall also realize from the developer by way of damages in case the asset created disproportionate with the loan availed. The owners shall not be liable in any manner what so ever, for the amount if any collected by the developer from the prospective allottees, either by way of advance, consideration or otherwise, which shall be the personal liability of the developer.

6/11/2014
Sundhya Sai Babera

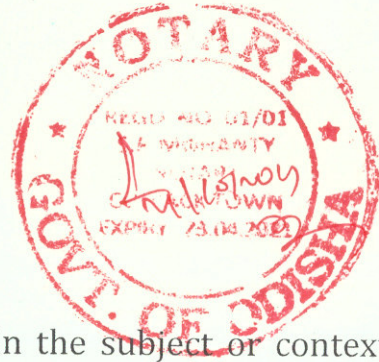
17. That it is further agreed between the owners and the developer that the allocated share of 35% of the total built of area will be provided in the floor as mutually decided between owners & builders. This is subject to the approval of the plan of the building from Cuttack Development Authority.

18. That the developer agrees to give refundable token advance of Rs.50,00,000/- (Rupees Fifty Lakhs) only to the owner against the allocated share of the owners in the following manner,

- a. Rs.35,00,000.00 has already been given in the following manner
 - i. Rs.15,00,000.00 vide cheque no-900020 dt.04.06.2014
 - ii. Rs.10,00,000.00 vide cheque no-000032 dt.21.07.2014
 - iii. Rs.10,00,000.00 vide cheque no-000041 dt.25.08.2014
- b. Rs.5, 00,000/- (Rupees Five Lakhs) only within one month from the date of execution of agreement/POA.
- c. Rs.5,00,000/- (Rupees Five Lakhs) only within two months from the date of execution of agreement/POA.
- d. Rs.5,00,000/- (Rupees Five Lakhs) only within three months from the date of execution of agreement/POA.
- f. This interest Free Amount will be returnable to the builder at the time of handing over of 35% of owners Allotted Share.

M M Engineers & Consultants
Zyendora Nathi Super
P. R. S. S. S.





19. ARTICLES -1 (Definition)

Unless in these presents, there is something in the subject or context inconsistent there to.

a. Property: shall mean the plot of land as described in the schedule appended herein below.

b. Building: shall mean the building to be constructed/erected over the said property.

c. Owner: **Smt. Menaka Behera**, include each of his legal representatives, successors, executors representatives, assignees.

d. Common facilities: shall mean and include corridors, stairways, passage ways roads and other facilities what so ever, required for maintenance and or management of the said building and enjoyment of various portions of the said building.

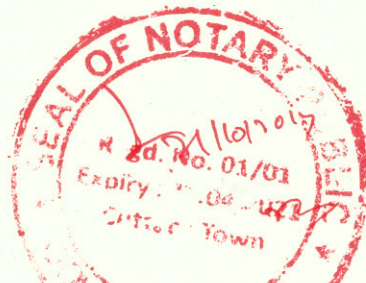
e. Developers / promoters : M.M. Engineers and consultant, At:- Snehalata house, Jagannath lane, Badambadi, Cuttack and shall include its directors, successors in interest and their heirs, legal representatives, executors, administrators and assign.

f. Building plan: Shall mean the plan sanctioned by the Bhubaneswar Development Authority and /or such other or further plan or plans with such modification or alternations which may be made thereto from time to time, with approval of the competent authority authorities for the purpose of erecting the building.

g. Units: Shall mean the units/flats with proportionate right in the common areas and facilities.

h. Proposed building: Shall mean and include the building and the land appurtenant there to and all passages the parking space amenities provided there to etc.

To Be Done 14/04/22
 Smt. Menaka Behera
 M.M. Engineers & Consultants
 Supendra Nath Sahu
 RAIPUR





20. ARTICLE -II (COMMENCEMENT)

This agreement shall be deemed to have commence on and from the date of Execution of this agreement.

21. ARTICLE -III (CONSTRUCTIONS)

It shall be the responsibility of the developer / Promoter to submit, pursue and follow up the plan to be sanctioned by the Bhubaneswar Development Authority.

a. All expenses / charges incurred in respect of approval/sanction or modification and /or alteration of the sanctioned plan and for any other plan submitted and /or to be submitted for approval /sanction shall be borne by the developer/promoter.

b. The requisite fees for sanction of the plan /plans to be submitted and such sanction fees for any plan that may be submitted in future, shall be borne by the developer/ promoter.

c. The developer/ promoter shall forth with, in execution of these presents, start construction of the said property in a substantial and workman like manner in accordance with the plans and specifications sanctioned by the Bhubaneswar Development Authority subject to any amendment, modification or variation or alteration to the said plans and specifications the developer/promoters thinks fit and proper.

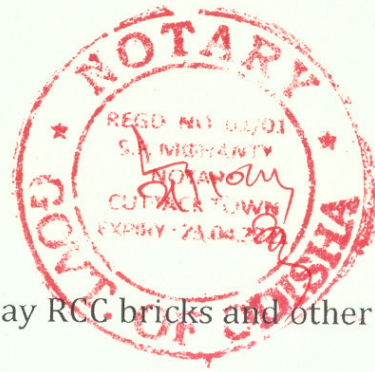
d. Any labourer/workman engaged by the builder in construction of the building will be employees of the builder, whose obligations to pay labour charges as well as compensations /damages held to be payable to such labourer/ workman and the owner shall not have any liability on that score at all.

e. The said building over the said property be constructed under the direct control supervision and guidance of the developer/promoter.

f. The developer/promoters shall provide the amenities in the said building so as to make it habitable and provide for adequate sewerage and drainage.

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Zependra Nath Singh
Bhubaneswar
Gandhy Sami Behera

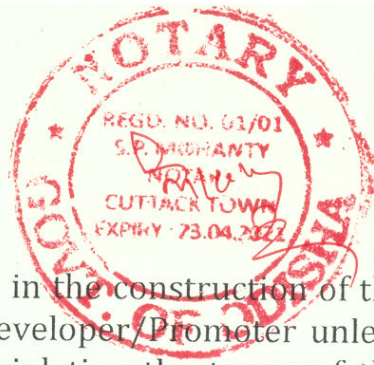




- g. The said building shall be of first class bunt clay RCC bricks and other building materials with all modern facilities.
 - h. Good quality windows will be provided for the floors and glazed windows with aluminium frame for all the floors.
 - i. Flush type doors to main entrance and doors to lavatory blocks will be provided.
 - j. The stair case will be mosaic and dado, rest of the flooring mosaic, except lavatory and kitchen, which will be marble flooring and skirting.
 - k. Concealed electrical wiring will be provided throughout the building.
 - l. Water supply by deep bore tube well and overhead tank m. Lift.
 - n. Lift, Exhaust fans in kitchen and lavatory.
 - o. Steel of the following make: TATA / SAIL / IPI STEEL / VIZAG/ELEGANT/SRISTI.
 - p. Cement of the following brands: KONARK / L&T / ACC / DUNCAN / AMBUJA / RAMCO / CENTURY / BIRLA.
 - q. All such other facilities and amenities which are normally available in residential buildings and houses and such other facilities as may be decided by the Developer/Promoter and the Owner, from time to time, will be provided.
 - r. Provide for parking space.
 - s. The Developer/Promoter shall construct the building in consonance with the specified standard and shall be responsible for any damage caused due to faulty workmanship and or standard of materials used.
22. The owners hereby agrees and covenants with the Developer/Promoter as follows:

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 Smt. Meranti
 Smolaya rani Behhera
 M M Engineers & Consultants
 Dipendra Nath Sutar
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a. Not to cause any interference to hindrance in the construction of the said building on the said property by the Developer/Promoter unless the Developer/Promoter Acts in a manner violating the terms of the agreement.

b. Not to do any act, deed or thing, whereby the Developer/Promoter will be prevented from negotiating for assigning or disposing of the Developer/Promoter portion of the said building.

c. Not to enter into any agreement or transfer or assign or encumber or deal with said property or any portion thereof, with any third party and shall duly convey and transfer the said proportionate share in the plot of land of the Developer/Promoter or its nominees any time after due completion of the complex and allotment of 35% of the built up area in favour of the owner.

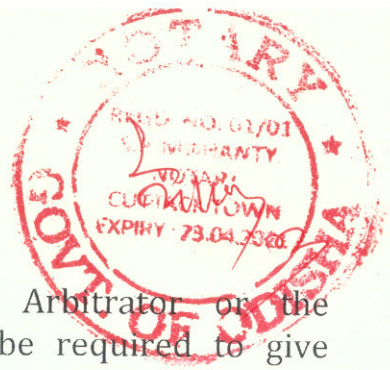
d. The owners here by agree to execute and sign all necessary papers, documents, letters, powers of attorneys, which may be required in carrying out the construction of the proposed building and to render all help and assistance to the Developer/Promoter to facilitate the construction of the proposed building on the said plot of land & also agree to handover all original land documents to the builder with immediate effect from the date of execution of power of attorney.

e. In case of any dispute or differences arising between the parties during the progress of construction or thereafter or abandonment of the work, with regards to interpretation of any terms/conditions spelt out in this agreement and supplementary agreement, if any, and/or construction of the Building Complex or dispute relating to the entitlement of any party to this agreement the matter may be referred to arbitration of an arbitrator, mutually agreed, to by both the parties and in case the parties do not agree/concur in the selection of the arbitrator each party may select an arbitrator of his choice and the aforesaid two arbitrators will select a third arbitrator before proceeding with the arbitration proceeding. The agreed decision jointly taken by the first two arbitrators will be final and legally binding. In case there is difference of opinion between the first two arbitrators, the whole matter will be referred to the third arbitrator whose decision will be final and legally binding on both the parties. It is specifically stipulated

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Sondhya Jain Behera

M M Engineers & Consultants
Upendra Nath Sanyal
P. R. 6000





that at all the aforesaid contingencies, the Arbitrator or the Arbitrators/Umpire, as the case may be shall be required to give reasoned award.

24. It is further agreed in between the parties that, in case after due efforts/endeavour put in by the developer and the owner jointly for procurement of irrigation approval for the said project and it could not be achieved then it becomes obligatory on the part of the Developer to deliver the vacate possession of the schedule plot to the owner and to get back the to ten advance so made without any interest within a period of six months from the date of such failure of getting approval from the irrigation department.

25. This agreement shall be executed in duplicate the original shall be retained by the Builder/Developer and the duplicate by the owner.

THE SCHEDULE ABOVE REFERRED TO

Dist - Cuttack, DSRO: Cuttack, P.S - Bidanasi, Mouza : Cuttack town, Unit No.7, North Tulsipur, Mutation Khata No.375/493, Plot No.84/3454 of an area Ac.0.080 dec., Khata No.257, Plot No.84 of an area Ac.0.040 dec., corresponding to previous Khata No.257, Plot No.84, having an area of Ac.0.120 dec., Mutation Khata No.827, Plot No.85 of an area Ac.0.040 dec., Plot No.85/3455 of an area Ac.0.079 dec., corresponding to previous Khata No.827, Plot No.85, measuring Ac.0.119 dec., the total extent of land being Ac.0.239 dec., Kissam - Gharabari-II, which Corresponds to Sabik Mouza - Tulsipur, Sabik Khata No.81, Plot No.727, total area Ac.4.230 dec.(part) Ac.0.27 dec. out of Ac.0.627 dec. and Khata No.8, Plot No.726, Total area Ac.0.322 (part) Ac.0.120 dec. The total extent of the land covered under the Hal record of right is Ac.0.239 dec.

IN WITNESS WHEREOF, the parties hereto be deemed to have here to execute these presents by subscribing their respective signatures on the day first above written.

In presence of the Witnesses:

1)

ଶ୍ରୀମତୀ ଶର୍ମିଷ୍ଠା
Signature of the **FIRST PARTY**

2)

Upendra Nath Sutar
Signature of the **SECOND PARTY**

ଶ୍ରୀମତୀ ଶର୍ମିଷ୍ଠା
Sandhya rani Behera
M M Engineers & Consultants
Upendra Nath Sutar
Paitner

Sandhya rani Behera





Signature of the **THIRD PARTY**

This agreement has been drafted as per the instruction conveyed to me by the party and the same has been settled after discussion with them at length. The recitals of the different terms, conditions and covenants spelt out above have been read over and explained to the executants who after fully understanding the nature purport and implication thereof have executed this document out of free will and volition.

Comp. Asst. ✓

Sanjay Ranjan Subishi
ADVOCATE
21.10.2014

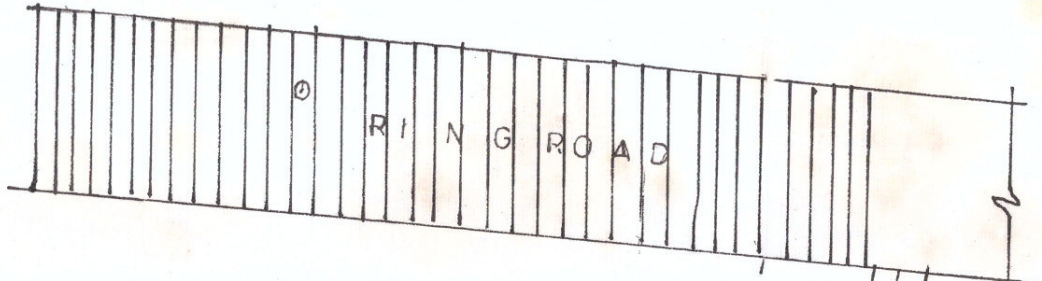
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M M Engineers & Consultants
Zyendaba Nath Sutar
Rajshahi



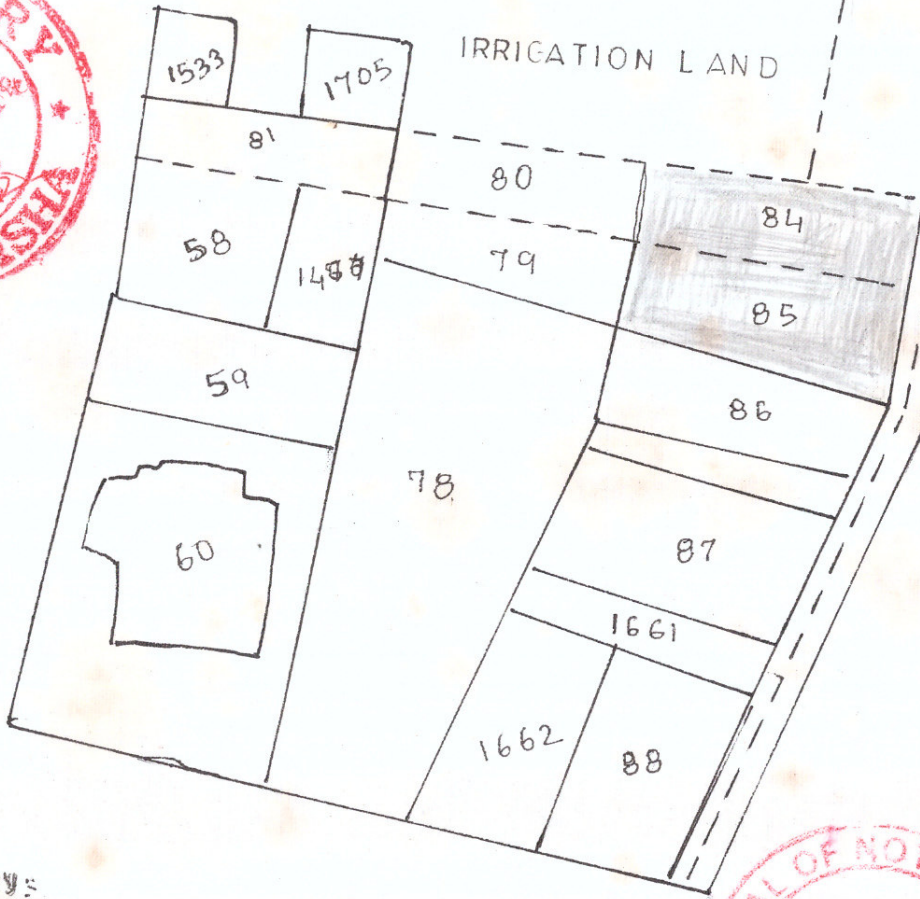


MOUZA-CUTTACK SAHARA, UNIT NO-7
 NORTH TULASIPUR SHEET NO-1
 THANA-BIDANASI NO-7
 TAHASIL-CUTTACK SADARA NO-208
 DIST-CUTTACK

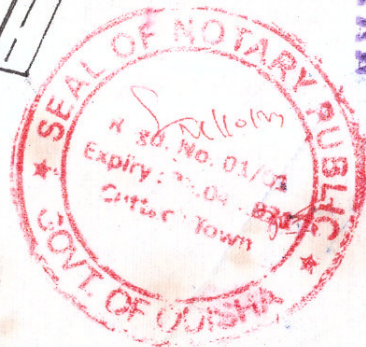
SCALE 64"-1 MLE



IRRIGATION LAND



AMIN
 TRACED BY:



M.M. Engineers & Consultants

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 23/09/2022

SL-NO. 05, dt. 05.01.2022, contains . 08 pages .



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RECTIFICATION AGREEMENT

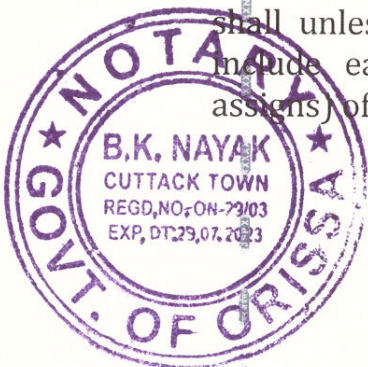
This rectified agreement made on this the 05th day of January, 2022.
With reference to the original agreement dated 21st day of Oct 2014,
Registered Notary Public Cuttack vide SL no-4156 dtd 21/10/2014.

BETWEEN

(1) **Smt. Menaka Behera**, aged about 82 years, Wife of late Fakir Mohan Behera, by Profession- Profession- house hold work, Caste Gopal, resident of Mathasahi, P.O.: Tulasipur, P.S: Bidanasi, Cuttack, Dist-Cuttack, (Odisha) hereinafter called the owners (which expression shall unless excluded by or repugnant to the subject or context shall mean and include each of their heirs, successors, executors, administrators and assignee) of the First Part.

AND

M/s.MM Engineers & Consultants, a partnership firm, registered under Indian partnership Act-1932, having its office at 2nd floor, Sumitra Plaza, Badambadi, Cuttack, represented by its Partner, **SRI Upendra Nath Sutar**, aged about 50 years, son of Late Indramani Sutar, resident At-Rajashree Enclave, Shelter Chhaka, PO- Tulasipur, Dist- Cuttack, hereinafter referred to as the Developer /Promoter (which expression shall unless excluded by or repugnant to the context shall mean and include each of his successors, executors, heirs, representatives or assigns) of the SECOND PART.



Manor 05/01/2022
B.K. NAYAK
NOTARY
CUTTACK TOWN
Regd No ON-29/03

Manor 05/01/2022
M M Engineers & Consultants
Upendra Nath Sutar
Partner

6/1/2022

Sandhya Sani Behera

300910
28/9/2021
M N Engineers
Consultants
Anandachandran
Beh

~~18 SEP 2021~~
18 SEP 2021
Treasury Officer,
Cuttack


Prasanta Kumar Dash
Stamp Vender
Collectorate, Cuttack

Ms. Sandhya Rani Behera, aged about 51 years daughter of Late Fakir Mohan Behera, & Smt. Menaka Behera, by cast: Gopal, Profession: house wife (Aadhar No.449416970153) Mobile No. 9338495028) Address: resident of Mathasahi, Po: Tulasipur, Ps: Bidanasi, Dist-town-Cuttack, herein after referred to as the third Party. (Consentee Party)

WHEREAS

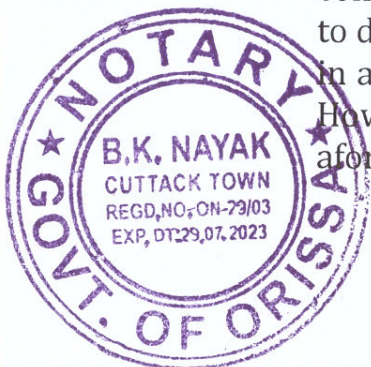
One development agreement was executed between the parties on 21-10-2014 for construction of one S+4 storied residential apartment building over the plots as mentioned in the land schedule.

And whereas this rectification of the said agreement arises owing to commencement of RE (R&D) Act-2016 on 01-05-2017 & for the building Plan was approved on dtd 16-11-2021

AND WHEREAS

The following clause of the said agreement dtd 21-10-2014 have been rectified/ revised as mentioned as below.

1. Para 3 of the Agreement- That in consideration of the said premises and in consideration of the negotiations the owners appoint the Developer for the purpose of development of the said premises by making construction of new building, consisting of several independent flats capable of being enjoyed as independent apartments with common service core and parking facilities and in consideration thereof, the Developer has agreed to be appointed as the sole and exclusive Developer and in consideration thereof, has agreed to allocate 35% out of the total **carpet area**, to the owner free of all costs and charges in lieu of being allowed development of the land and retain the remaining of the total **carpet area** with the right to deal with the said area (hereinafter referred to as the Developer's allocation) to be sold or retained as commercial cum residential units.
2. Para 4(g) of the Agreement- In the building proposed to be constructed on the terms hereof, the Developer will not be entitled to deal with in any manner what so ever nor be entitled to deal with in any respect of the owners allocation of 35% of the **carpet area**. However, in the event the developer is unable to execute the aforesaid work for any reason, the owner reserves the right of



M. N. Nayak
05/01/2022
B.K. NAYAK
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CUTTACK TOWN
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Upendra Nath
Partner

7079691494153

Behera

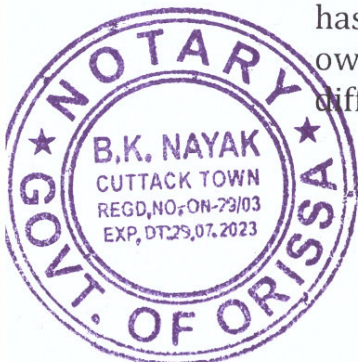
Sandhya rani

revoking the present arrangement pertaining to the land specified in the schedule, in which event, all liabilities incurred by the Developer by then shall be that of the Developer and not of the Owner.

3. Para 5 of the Agreement- The owner will be entitled to their allocated share of 35%, in the total carpet area including the proportionate share in the common service area constructed completed and made habitable in all respects by the developer at his own cost/charges and expenses. The allocated shares of the owners are clearly specified at 35% of the total **carpet area** in the building constructed in the terms hereof, situated on the land there of and also for any further construction to be carried out by the developer with due permission of the authorities in future.
4. Para 7 of the Agreement- In the event the developer fails to complete the building in all respects within 36 months from the date of approval of plan, the owners shall entitled to claim interest @ 12% per annum on the total construction cost pertaining to 35% of the owner allocation from out of the total **carpet area** as per the approved plan. The amount shall be calculated @ Rs 1500/- per sq. ft. in all respect of the owner entitlement of 35% of the **carpet area**, as per the approved plan. Such interest is payable monthly by the builder to the owner.
5. Para 16 of the Agreement- That it is further agreed between the owners and the developer that it will be the responsibility of the developer to arrange for the requisite finances for the project and deal with the different financial institution and/or individuals for obtaining/ availing the loan/loans. It is further agreed that the loan availed will not exceed the total project cost, which will be duly submitted to the financing bodies and /or individuals as per the project report to be furnished by the developer. That the burden of repayment of loan and interest is of the developer. In the event the project is abandoned midway by the developer, in addition to what has already been provided for in paragraph 9 of this agreement, the owners will also be entitled to realize from the developer the differential amount of the loan availed and the cost of the **carpet**

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Sandhya Devi Behera



05/01/2022
B.K. NAYAK
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CUTTACK TOWN
Regd No. ON-29/03

M M Engineers & Consultants
Upendra Nath Sutar
Partner

area and /or the asset created by the developer. The owners shall also realize from the developer by way of damages in case the asset created disproportionate with the loan availed. The owners shall not be liable in any manner

what so ever, for the amount if any collected by the developer from the prospective allottees, either by way of advance, consideration or otherwise, which shall be the personal liability of the developer.

6. Para 17 of the Agreement- That it is further agreed between the owners and the developer that the allocated share of 35% of the total **carpet area** will be provided in the floor as mutually decided between owner & builders. This is subject to the approval of the plan of the building from Cuttack Development Authority.

7. Para 19 f. of the Agreement- Building plan: Shall mean the plan sanctioned by the Cuttack Development Authority and /or such other or further plan or plans with such modification or alternations which may be made thereto from time to time, with approval of the competent authority authorities for the purpose of erecting the building.

8. Para 21 of the Agreement- ARTICLE -III (CONSTRUCTIONS)

It shall be the responsibility of the developer / Promoter to submit, pursue and follow up the plan to be sanctioned by the Cuttack Development Authority.

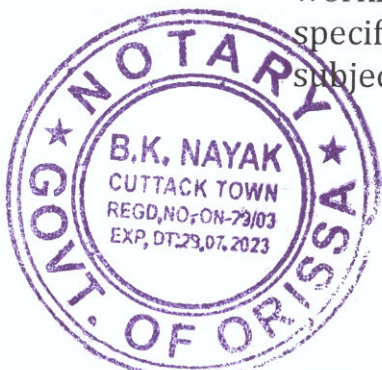
a. All expenses / charges incurred in respect of approval/sanction or modification and /or alteration of the sanctioned plan and for any other plan submitted and /or to be submitted for approval /sanction shall be borne by the developer/promoter.

b. The requisite fees for sanction of the plan /plans to be submitted and such sanction fees for any plan that may be submitted in future, shall be borne by the developer/ promoter.

c. The developer/ promoter shall forth with, in execution of these presents, start construction of the said property in a substantial and workman like manner in accordance with the plans and specifications sanctioned by the Cuttack Development Authority subject to any amendment, modification or variation or alteration to

69/1504/19

Sandhya reddy Behera



M. Kumar - 05/01/2022
B.K. NAYAK
NOTARY
CUTTACK TOWN
Regd No ON-29/03

Upendra Nath Sutar
M M Engineers & Consultants
Partners

the said plans and specifications the developer/promoters thinks fit and proper.

d. Any labourer/workman engaged by the builder in construction of the building will be employees of the builder, whose obligations to pay labour charges as well as compensations /damages held to be payable to such labourer/ workman and the owner shall not have any liability on that score at all.

e. The said building over the said property be constructed under the direct control supervision and guidance of the developer/promoter.

f. The developer/promoters shall provide the amenities in the said building so as to make it habitable and provide for adequate sewerage and drainage.

g. The said building shall be of first class Fly ash bricks and other building materials with all modern facilities.

h. Good quality windows will be provided for the floors and glazed windows with aluminium frame for all the floors.

i. Flush type doors to main entrance and doors to lavatory blocks will be provided.

j. The stair case will be mosaic and dado, rest of the flooring mosaic, except lavatory and kitchen, which will be marble flooring and skirting.

k. Concealed electrical wiring will be provided through out the building.

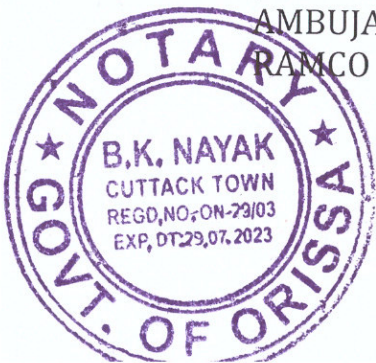
l. Water supply by deep bore tube well and overhead tank m. Lift.

n. Lift, Exhaust fans in kitchen and lavatory.

o. Steel of the following make: TATA / SAIL / IPI STEEL / VIZAG/ELEGANT/SRISTI.

p. Cement of the following brands : KONARK / L&T / ACC / DUNCAN / AMBUJA /

RAMCO / CENTURY / BIRLA.



Mitawar. 05/01/2022
B.K. NAYAK
NOTARY
CUTTACK TOWN
Regd No ON-29/03

M M Engineers & Consultants

Upendra Nath Sutar
Partner

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Sandhya ram Behera

q. All such other facilities and amenities which are normally available in residential buildings and houses and such other facilities as may be decided by the Developer/Promoter and the Owner, from time to time, will be provided.

r. Provide for parking space.

s. The Developer/Promoter shall construct the building in consonance with the specified standard and shall be responsible for any damage caused due to faulty workmanship and or standard of materials used.

9. Para 22 C. of the Agreement- Not to enter into any agreement or transfer or assign or encumber or deal with said property or any portion thereof, with any third party and shall duly convey and transfer the said proportionate share in the plot of land of the Developer/Promoter or its nominees any time after due completion of the complex and allotment of 35% of the carpet area in favour of the owner.

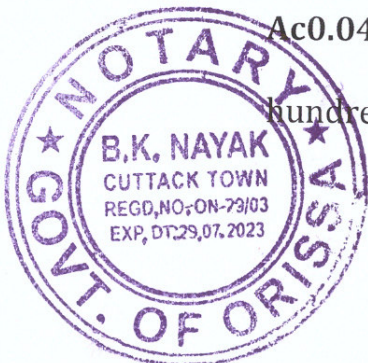
10. Para 24 of the agreement Deleted

And whereas

This rectified agreement will be treated as the part & parcel of the original agreement dtd 21-10-2014.

SCHEDULE PROPERTY

Lot No.1 District: Cuttack, P.S. : Bidanasi, S.R.O. & Tehsil : Cuttack Sadar, Thana No. 6, Tahasil No.208, Mouza : **Cuttack Town Unit No. 7, North Tulasipur**, M.S. Khata No. 827 (Eighty hundred twenty seven) **Pattadar** Plot No. 85 (Eighty five) Kisam : Gharabari-2, Area **Ac0.040dec.** & Plot No. 85/3455 (Eighty five/ Three thousand four hundred fifty five) Kisam: Gharabari-2 Area **Ac0.079dec.** Total Area



B.K. NAYAK
B.K. NAYAK
NOTARY
CUTTACK TOWN
Regd No ON-29/03

05/01/2022
M M Engineers & Consultants

Supendra Nath
Partners

2020/09/09

Sandhya Nayak

Ac0.119dec. (One hundred nineteen decimals) with annual rent of Rs.43.65paise. Corresponds to Settlement Khata no-827 Plot No-85 & No.195, Sabik Khata No. 81 & Sabik Plot No.727.

Lot No.2: Dist, P.S., S.R.O., Tahasil & Mouza : as mentioned above, M.S. Khata No. 257 (Two hundred fifty seven) **Sthitiban** Plot No. 84 (Eighty four) Kisam Gharabari-2, Area **Ac0.040dec.** With annual rent of Rs.15/-

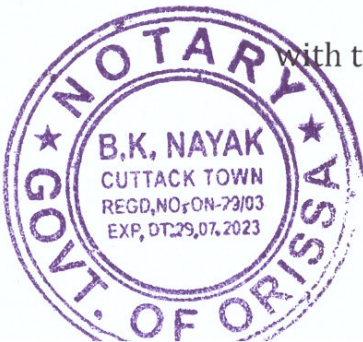
Corresponds to Sabik Mouza: Tulasipur, Sabik P.S. No.195, Sabik Khata No. 81 & Sabik Plot No. 727.

Lot No. 3: Dist, P.S., S.R.O., Tahasil & Mouza : as mentioned above, Mutation Khata No. 375/493 (three hundred seventy five/ four hundred ninety three) **Sthitiban** Plot No. 84/3454 (Eighty four /three thousand four hundred fifty four) Kisam : Gharabari-2, Area **Ac0.080dec.** With annual rent of Rs.30/-

Corresponds to Settlement Khata No.257, Plot No. 84. Corresponds to Sabik Mouza: Tulasipur, Sabik P.S. NO.195, Sabik Khata No. 81 & Sabik Plot No. 727.

Grand total area **Ac0.239dec.** (Two hundred thirty nine decimals)

with total annual rent of Rs.88.65paise.



10/05/2022
B.K. NAYAK
NOTARY
CUTTACK TOWN
Regd No.ON-29/03

M M Engineers & Consultants
Upendra Nath
Partner

10/05/2022

Sandhya Nai Behera

IN WITNESS WHEREOF, the parties hereto be deemed to have here to execute these presents by subscribing their respective signatures on the day first above written.

In presence of

the Witnesses :

1) *Bagal Behera*
40. Bagal Behera
At- 2nd floor, Summita Plaza
Badabai Baidi cuttack

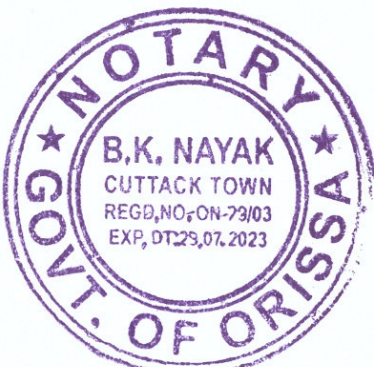
[Signature]
Signature of
the **FIRST PARTY**

2)

[Signature]
M M Engineers & Consultants
Partner
Signature of
the **SECOND PARTY**

[Signature]
Signature of
the **THIRD PARTY**
(Consentee)

This agreement has been drafted as per the instruction conveyed to me by the party and the same has been settled after discussion with them at length. The recitals of the different terms, conditions and covenants spelt out above have been read over and explained to the executants who after fully understanding the nature purport and implication thereof have executed this document out of free will and volition.



SIGNATURE / L.T.(S) ATTESTED

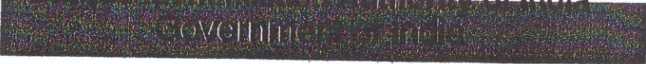
[Signature]
B.K. NAYAK
NOTARY For CUTTACK TOWN
Regn. No.ON-29/03

[Signature]
05/11/22
ADVOCATE



ଭାରତ ସରକାର

Unique Identification Authority of India



ନାମାଙ୍କନ କ୍ରମ / Enrollment No.: 1040/10172/01757

To
ମେନକା ବେହେରା
Menaka Behera
B.N-7 MATHASAH
TULASIPUR Cuttack Sadar
Khatbin Sahi Cuttack
Orissa 753008
9338495028

17092761



MN170927616DF



ଆପଣଙ୍କ ଆଧାର ସଂଖ୍ୟା / Your Aadhaar No. : ୬

4494 1697 0153

ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର



ମେନକା ବେହେରା
Menaka Behera
ପିତା : ସ୍ତ୍ରୀମୂଳକ ବେହେରା
Father : Late Bhramarbar Behera
ଜନ୍ମ ବର୍ଷ / Year of Birth : 1940
ଲିଙ୍ଗ / Female



4494 1697 0153

ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର

ମେନକା ବେହେରା

TRUE COPY ATTESTED

Handwritten signature and date: 05/01/2022

B.K. NAYAK, NOTARY
CUTTACK TOWN
Regd. No.ON-29/03



ସୂଚନା

- ଆଧାର ପରିଚୟ ପ୍ରମାଣ ଅଟେ, ନାଗରିକତାର ନୁହେଁ ।
- ପରିଚୟର ପ୍ରମାଣ ଅନୁଲାଇନ୍ ଅପେକ୍ଷିକେଶନ୍ ଦ୍ୱାରା ପ୍ରାପ୍ତ କରନ୍ତୁ ।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- ଆଧାର ସାରାଦେଶର ବୈଧ ।
- ଭବିଷ୍ୟତରେ ଏହି ଆଧାର, ସମସ୍ତ ସରକାରୀ ଓ ବେସରକାରୀ ସେବା ପ୍ରାପ୍ତ କରିବାରେ ସହାୟକ ହେବ ।
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ଠିକଣା:
 ବି.ଏନ-7, ମାଥସାହି, ତୁଳସୀପୁର, କଟକ
 (ଏମ୍. ସି.), କଟକ ଓଡ଼ିଶା, କଟକ ଓଡ଼ିଶା,
 753008

Address:
 B.N-7, MATHASAHU,
 TULASIPUR, Cuttack Sadar,
 Khatbin Sahi, Cuttack,
 Orissa, 753008

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 1800 180 1947

help@uidai.gov.in

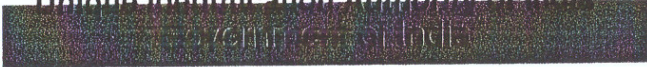
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P.O. Box No 1947,
 Bengaluru-560 001



ଭାରତ ସରକାର

Unique Identification Authority of India



ନାମାଙ୍କନ କ୍ରମ / Enrollment No.: 1040/10172/01758

To
ସନ୍ଧ୍ୟା ରାଣୀ ବେହେରା
Sandhya Rani Behera
B.N-7 MATHASAH
TULASIPUR Cuttack Sadar
Khatbin Sahi Cuttack
Orissa 753008
9338495028

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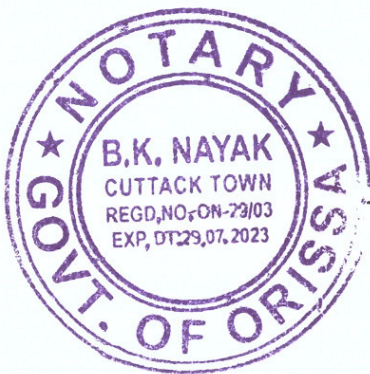
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ଆପଣଙ୍କ ଆଧାର ସଂଖ୍ୟା/Your Aadhaar No. :

7548 7910 9986

ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର



ସନ୍ଧ୍ୟା ରାଣୀ ବେହେରା
Sandhya Rani Behera
ପିତା : ଯତକାର ମୋହନ ବେହେରା
Father : Late Fakir Mohan Behera
ଜନ୍ମ ବର୍ଷ / Year of Birth : 1962
ମହିଳା / Female



7548 7910 9986

ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର

Sandhya Rani Behera

TRUE COPY ATTESTED

10/01/2022

B.K. NAYAK, NOTARY
CUTTACK TOWN
Regd. No.ON-29/03



ସୂଚନା

- ଆଧାର ପରିଚୟ ପ୍ରମାଣ ଅଟେ, ନାଗରିକତାର ନୁହେଁ ।
- ପରିଚୟର ପ୍ରମାଣ ଅନୁଲାଇନ୍ ଅପେକ୍ଷିକେଶନ୍ ଦ୍ୱାରା ପ୍ରାପ୍ତ କରନ୍ତୁ ।

INFORMATION

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- ଆଧାର ସାରାଦେଶର ବୈଧ ।
- ଭବିଷ୍ୟତରେ ଏହି ଆଧାର, ସମସ୍ତ ସରକାରୀ ଓ ବେସରକାରୀ ସେବା ପ୍ରାପ୍ତ କରିବାରେ ସହାୟକ ହେବ ।
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ଠିକଣା:
 ବି.ଏନ-007, ମଠସାହି, ତୁଳସୀପୁର, କଟକ
 (ଏମ୍. ଡି.), କଟକ ଓଡ଼ିଶା, କଟକ ଓଡ଼ିଶା,
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 TULASIPUR, Cuttack Sadar,
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 Orissa, 753008

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 1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
 Bengaluru-560 001

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AAHFM0973H

नाम /NAME
M M ENGINEERS AND CONSULTANTS

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION
01-12-1997

R. Sarangi.
आयकर आवृत्त(क.प्र.), मुम्बई
Commissioner of Income-tax(Computer Operations)



M M Engineers & Consultants
Upenendra Nath Sufy
Partner

TRUE COPY ATTESTED

Manan 05/01/2022
B.K. NAYAK, NOTARY
CUTTACK TOWN
Regd. No.ON-29/03

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AQTPS0734J

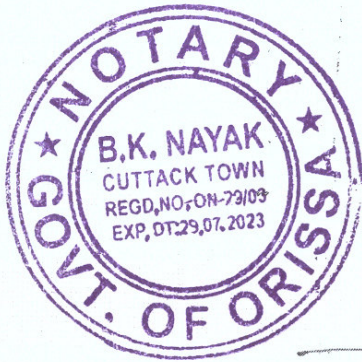
नाम /NAME
UPENDRANATH SUTAR

पिता का नाम /FATHER'S NAME
INDRAMANI SUTAR

जन्म तिथि /DATE OF BIRTH
28-05-1970

हस्ताक्षर /SIGNATURE
Upendra Nath Sutar

आयकर आयुक्त(क.प्र.), भुवनेश्वर
Commissioner of Income-tax(Computer Operations)



युक्त कार्यालय को ध्यान/दिखाने पर ध्यान पारित
करने वाले प्राधिकारी को सूचित/वापस कर दें
आयकर आयुक्त(क.प्र.),
4थी मंजिल, आयकर भवन, राजस्व विहार,
भुवनेश्वर-751 004

In case this card is lost/found, kindly inform/return
the issuing authority :
Commissioner of Income Tax(Computer Operations
4th Floor, Aayakar Bhawan,
Rajasthan Vihar,
Bhubaneswar - 751 004.

Upendra Nath Sutar

TRUE COPY ATTESTED

B.K. NAYAK, NOTARY
CUTTACK TOWN
Regd. No. ON-29/03



ଭାରତ ସରକାର
ଭାରତ ସରକାର
 Unique Identification Authority of India
 Government of India

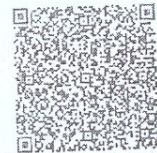
ନାମାଙ୍କନ କ୍ରମ / Enrollment No.: 1040/10179/01850

To
 ଉପେନ୍ଦ୍ରନାଥ ସୁତାର
 UPENDRANATH SUTAR
 SELTERCHHAK
 TULASIPUR Cuttack Sadar
 Khatbin Sahi Cuttack
 Orissa 753008
 9437666246

17097866



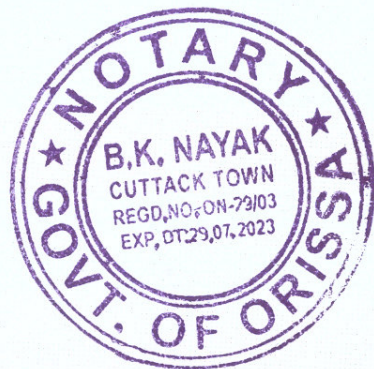
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ଆପଣଙ୍କ ଆଧାର ସଂଖ୍ୟା / Your Aadhaar No. :

9413 7628 7782

ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର

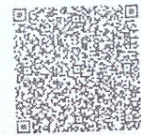


ଭାରତ ସରକାର
 GOVERNMENT OF INDIA



ଉପେନ୍ଦ୍ରନାଥ ସୁତାର
 UPENDRANATH SUTAR
 ପିତା : ଇନ୍ଦ୍ରମଣି ସୁତାର
 Father : Indramani Sutar
 ଜନ୍ମ ବର୍ଷ / Year of Birth : 1970
 ପୁରୁଷ / Male

9413 7628 7782



ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର

Upendra Nath Sutar

TRUE COPY ATTESTED

M. Manoj 05/01/2022

B.K. NAYAK, NOTARY
 CUTTACK TOWN
 Regd. No.ON-29/03



ସୂଚନା

- ଆଧାର ପରିଚୟ ପ୍ରମାଣ ଅଟେ, ନାଗରିକତାର ନୁହେଁ ।
- ପରିଚୟର ପ୍ରମାଣ ଅନୁଲାଭ ନ୍ ଅଧିକିକେଶନ ଦ୍ୱାରା ପ୍ରାପ୍ତ କରନ୍ତୁ ।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- ଆଧାର ପାଇଦେଖର ବୈଧ ।
- ଭବିଷ୍ୟତରେ ଏହି ଆଧାର, ସମସ୍ତ ସରକାରୀ ଓ ନେସରକାରୀ ସେବା ପ୍ରାପ୍ତ କରିବାରେ ସହାୟକ ହେବ ।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

17097866



ଭାରତୀୟ ବିଶିଷ୍ଟ ପରିଚୟ କର୍ତ୍ତୃପକ୍ଷ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ଠିକଣା:
ସେଲଟରଚକ୍, ତୁଳସୀପୁର, କଟକ (ଏମ୍. ସି.), କଟକ ଡିଭିଜନ୍, କଟକ ଡିଭିଜନ୍,
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Ref.....

Date. 27/10/2022.....

CLARIFICATION ON EXECUTION OF 2Nos of Development Agreement on dt. 21-10-2014 & on 05-11-2022, between the land owner & Promoter.

- 1st Development agreement was executed on 21-10-2014 on the then prevailing act, rules-regulations. Area sharing was reflected on Built up Basis. This agreement was done before the commencement of RE(R&D) Act 2016. Hence as the plan was sanctioned on 16-11-2022 & the promoter got interested to start the work after getting the plan being sanctioned, hence the need for the execution of a rectified development agreement did arise.
- Hence one rectified development agreement was done on 05-01-2022, keeping all provision consistent with RE(R&D) Act, Rule & Regulation.
- Further as per clause 10 of rectified agreement, the latter one (rectified agreement) is to be treated as the part & parcel of the original agreement dtd.21-10-2014.
- The second agreement dtd.05-01-2022 is a rectified agreement & it is part & parcel of the 1st agreement dt.21-10-2014, hence 1st agreement need not to be cancelled.

M M Engineers & Consult.
Upendra Nath Saha
Partner