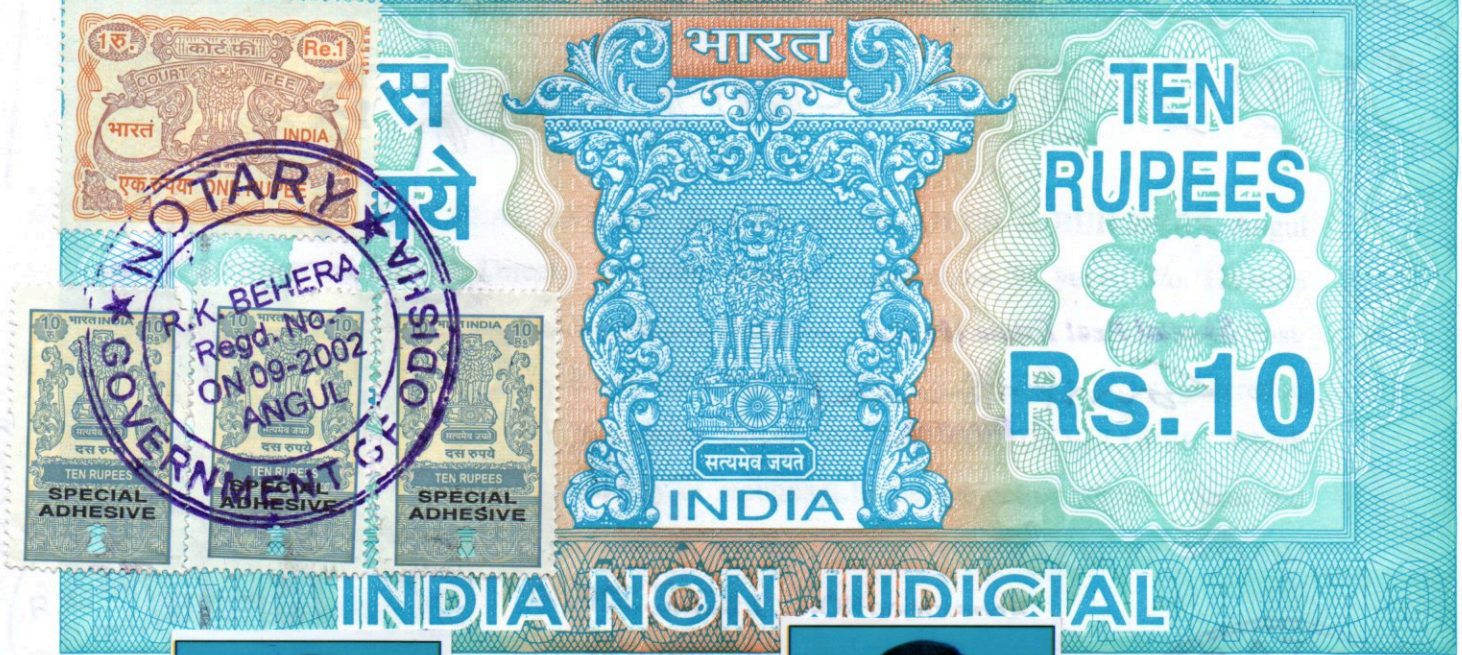


भारतीय गैर न्यायिक



49AA 827171

AGREEMENT FOR SALE/ CONSTRUCTION OF INDEPENDENT RESIDENTIAL & COMMERCIAL APARTMENTS

THIS DEED OF AGREEMENT FOR SALE/ CONSTRUCTION OF INDEPENDENT RESIDENTIAL-CUM-COMMERCIAL APARTMENT is made on this 16.3.2020

BETWEEN

Sunil Agarwal, aged about 56 years, S/o. Hariram Agarwal, by caste: Baisya, Occupation: Business, At; Gandhimarg, Angul Town, Post/ Ps: Angul, Dist; Angul (hereinafter referred to as "LAND OWNER" which expression shall unless excluded by or repugnant to the subject or context, mean and include his respective heirs, successors, assignees and legal representatives) of the FIRST PART.

Gabard Kumar Agarwal
Gabard Kumar Agarwal

Sunil Kumar Agarwal
Director
Sheetal Real Estate (P) Ltd.

16/3/20
NOTARY
ANGUL

AFFIDAVIT

Handwritten text in Odia script, likely a title or description of the deed.

DISTRICT TREASURY
ANGUL
12 FEB 2020
Treasury Officer, Angul

Skeletal Real Estate (P) Ltd.

Smit Ashmal
Director

Signature of Sambit Pradhan

SAMBIT PRADHAN
STAMP VENDOR
ANGUL

Registration NO.....*4457*...../20*20*

Dated.....*16.2*...../20*20*



This deed of *agreement* comprising *287* sheets executed by *Smit Ashmal* being identified by *R. Das* & explained the contents of this deed to the executor, who admitted to be correct and I attest the same today this the *16th* day of *March* 20*20* at *Angul* under my official seal & signature

Handwritten notes in red ink:
1. Transfer of land
2. M/s. Skeetal Real Estate (P) Ltd
Developer & Builders

Signature of Rohita Kumar Behera
ROHITA KUMAR BEHERA
NOTARY
ANGUL, ODISHA
Regd.No-ON 09-2002
Cell-94371 49576

NOTARY
ANGUL

Vertical handwritten text on the left margin:
Date: 16/03/2020
Page No: 1/1

AND

M/S. SHEETAL REAL ESTATE PRIVATE LIMITED., Angul Town, Angul represented through Director Sri Sunil Agarwal, aged about 56 years, S/o. Hariram Agarwal, by caste; Baisya, Occupation: Business, At: Gandhimarg, Angul Town, Post/ Ps: Angul, Dist; Angul vide Regd. GPA No. 10012001026 dtd.13.03.2020 registered at D.S.R. Office, Angul (hereinafter called "PROMOTER/ DEVELOPER" which expression shall unless excluded by or repugnant to the subject or context, mean and include its executors, administrators, successors, survivors etc.) of the SECOND

WHEREAS the landed property is situated in Mouza ; Hulurisingha, Ps: Angul, Ps: NO.63, Tehsil: Angul, Registrar: Angul, Dist; Angul, Khata No. 302/085,. Plot NO.540, Area Ac.0.16, Kissam: Gharabari, North: Niz , South ; Niz, Plot NO.541, Area Ac.0.15, Kissam: Gharabari, North : Niza, South : Banambar Dehury and others , Total Area Ac.0.31 this is morefully described in the Schedule of Property of this indenture. The said property stood recorded in the name of FIRST PARTY , hence the First Party member is the sole and absolute owner in physical uninterrupted peaceful possession over the scheduled property having all sorts of right, title, interest over the same.. The First Party Member hereby declares that except him there is no other claimant to the scheduled property.

AND WHEREAS it has been agreed by and between the parties hereto that the Promoter / Developer shall construct, building and erect Independent Residential & Commercial Apartment Flats over the said entire property in accordance with the Plan(s) sanctioned/approved and/or to be sanctioned/ approved by the TAMDA. The Developer shall construct the building according to the approved plan(s) and permission given by the TAMDA as per the zonal plan in force for the said area. .

2
Gabind Kumar Aswandel

Sheetal Real Estate (P) Ltd

Sunil Kumar Agarwal
Director

Sunil Kumar Agarwal



24.11.20
NOTARY
ANGUL

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED by and between the parties hereto as follows :

CLAUSE : 1 (DEFINITION)

1. 'PROPERTY' shall mean the property as described in the Schedule appended hereto.

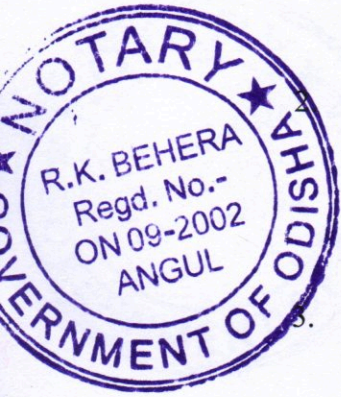
'BUILDING/ DEVELOPING' shall mean the Independent Residential & Commercial Apartment(s) to be constructed/ erected over the said property as per the sanctioned/ approved Plan.

'OWNER' shall mean the MEMBER OF THE FIRST PART, his respective legal heirs, successors, assignees and legal representatives etc.

4. **PROMOTER/ DEVELOPER** shall mean Director of M/s.SHEETAL REAL ESTATE (P) LTD. and his assignees.

'COMMON AREAS' shall mean and include electric transformer, passages, roads etc. and other areas of the building whatsoever required for peaceful use and enjoyment of various independent residential flats/Commercial Spaces (Shops) .

6. "BUILDING PLAN" shall mean the Plan already sanctioned or to be sanctioned by the TAMDA and any other authorities as per the Govt. regulations or such other or further Plan or Plans with modifications , alterations which may be made thereto from time to time with the approval of competent authority/ authorities for the purpose of erecting the apartment building.



27/6/20
NOTARY
ANGUL

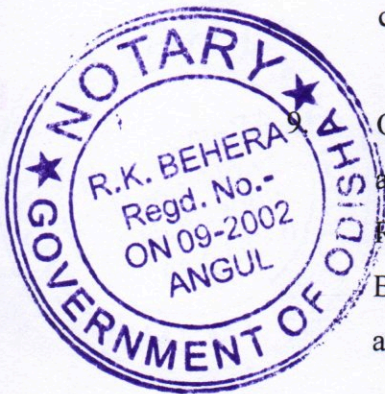
ଶ୍ରୀ ଗବିନ୍ଦ କୁମାର ଆସନାଲି
Gobind Kumar Asanali

Sheetal Real Estate (P) Ltd.
Smit Kumar
Director

Smit Kumar Asanali

7. 'UNIT' shall mean the Independent Apartment(s)/Commercial Space (Shops) or other construction in the building capable of being owned and possessed on ownership basis .

8. 'PROPOSED BUILDING/ DEVELOPMENT OF LAND' shall mean and include the Apartment(s)/ Commercial Space (Shops) intended to be constructed in accordance with the sanctioned Plan .



Owner's allocation shall mean the number of independent residential flat alongwith propionate land, which is to be allocated to the Owner 3 Residential Flat(s) measuring 84.59 Sq.Mtr. Carpet Area and 9.85 Sqmtr. Balcony Area as part of the owner's portion in accordance with the terms and conditions of these presents.

10. Developer's allocation shall mean the remaining number of independent flat(s)/ commercial space constructed over the scheduled property / land.

CLAUSE-II (OWNERSHIP DECLARATION)

3/11/20
NOTARY
ANGUL

01. The owner hereby specifically declares that he is the sole and absolute owner of the property in the Schedule below and that there is no other claimant except him .

02. The Owner hereby further declares that the property mentioned in the Schedule below is absolutely free from any encumbrances, litigation, liens, attachments whatsoever and is in exclusive possession of the OWNER who has been peacefully enjoying it as the sole owner.

03. It is further declared by the Owner that no Suits or legal proceeding are pending respect of the scheduled property in any judicial court or revenue court or any other court of law.

3/11/20
Gyabind Kumar Assanalla

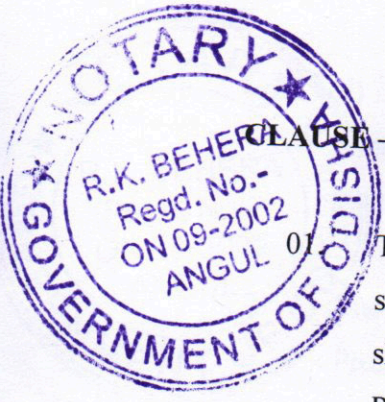
Shreel Real Estate (P) Ltd.

Gyabind Kumar Assanalla
Director

Gyabind Kumar Assanalla

04. The property in question is not subject to any land acquisition proceedings of Government for any public purpose or otherwise.

05. The Owner hereby declares and undertakes that they have never created any charge of encumbrances on the property or shall not enter into any Agreement with any other party so long as this Agreement shall be in force and effective.



CLAUSE-III (COMMENCEMENT)

This Agreement shall commence from the date of its execution and on the same date all original documents relating to the land at Schedule below shall be handed over by the First Party member/ OWNER TO the Second Party member/ BUILDER/ DEVELOPER.

CLAUSE-IV (CONSTRUCTION)

1. a) It shall be the responsibility of the Promoter/ Developer to prepare, submit, pursue and follow up the building plans for approval by the TAMDA .
- b) On the strength of the irrevocable General Power of Attorney executed by the OWNER in favour of **M/S. SHEETAL REAL ESTATE PRIVATE LIMITED** Angul Town, delegating powers to sign the plans, papers and documents for approval of Plans etc. the Developer shall sign the requisite papers/ documents on behalf of the Owner and submit the same before the TAMDA and other agencies concerned for approval of plan, obtaining permission etc. for construction of Residential-cum-Commercial Complex, the Promoter/ Developer is hereby authorized to submit the relevant land documents of the owner under his signature to TAMDA alongwith building plans for approval.

25/6/20
**NOTARY
ANGUL**

Gabind Kumar Assanally
Gabind Kumar⁵ Assanally

Sheetal Kumar Assanally
Sheetal Real Estate (P) Ltd.
Sheetal Kumar
Director

c) All expenses/ charges incurred and to be incurred in respect to approval/ sanction and modification and/or alteration of the sanctioned plan and for any other plan submitted and/or to be submitted for approval or sanction shall be borne by the Promoter/ Developer as per requirement , the Promoter/ Developer will bear entire expenses.

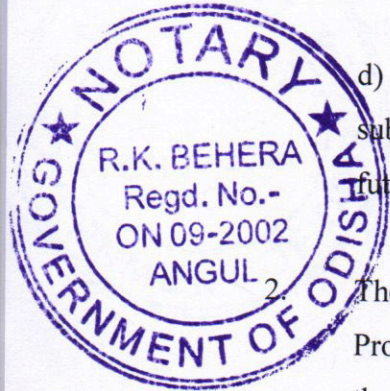
d) The requisite scrutiny fee for sanction of the plans to be submitted and such other sanctioned fees for any plans that may be submitted in future shall be borne by the promoter/ Developer.

The Owner hereby agrees to assign/ convey to the Promoter/ Developer and the Promoter/ Developer hereby agrees and assures to acquire the development and the sale right of developer's share alongwith the benefits of Plans and permission. The Promoter/ Developer has the right to enter into/with the prospective purchasers to sell, transfer and assign various constructed spaces out of its share of Developed areas free from all encumbrances of any nature whatsoever and to sign and execute the Sale Deeds for the house/(s) & Commercial Space in favour of the prospective buyers.

3. The First Party member is executing a irrevocable General Power of Attorney in favour of **M/S. SHEETAL REAL ESTATE PRIVATE LIMITED** Angul Town, represented by its Director Sunil Agarwala by authorizing the Developer to negotiate and sell its share over the proposed independent residential Apartment(s)/Commercial Space, built up areas alongwith the parking spaces to the proposed buyers. The Owner of the Party of the First Party shall not claim any right over the Builder/ Developer's allocated share which shall be the exclusive domain of the Second Party member to deal with .

a) After execution of this Agreement, the Promoter/ Developer shall develop the Scheduled property as per the approved Plan and do all the needful for the same.

Handwritten signature
Gabind Kumar Assanally



Handwritten signature
NOTARY
ANGUL

Sheetal Real Estate (P) Ltd.

Handwritten signature
Director

Handwritten signature

CLAUSE-V (POSSESSION –OWNER’S OBLIGATION)

01. Not to cause any interference or hindrance in connection with the construction of the said building on the said property by the Developer’s act in a manner that violates the terms of this Agreement.

To sign and execute the irrevocable General Power of Attorney for sale of the share of the developer in respect of the developed property in favour of the Promoter/ Developer. This irrevocable General Power of Attorney form a part of this Agreement.

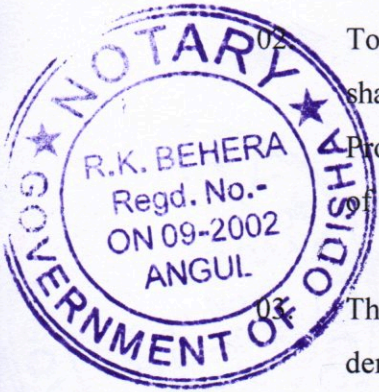
The owner hereby agrees to hand over the physical possession with demarcation of the property given below to the Promoter/ Developer on a Sketch Map .

CLAUSE – VI (DEVELOPER’S OBLIGATION)

01. The Developer at the site shall commence the construction work as soon as possible after approval of the Plan from TAMDA . Any labour or workman engaged for the construction of the building by the Promoter/ Developer will be the employees of the Promoter/ Developer and any amount that may be paid under any other agreement or labor dispute under Workmen Compensation Act or Damages are to be the sole responsibility of the Promoter/ Developer and the Owner of the land will have no liability in this regard. The Promoter/ Developer shall indemnify the owner against any claim/ liabilities/ compensation in regard to any employee or workman working at the site.

02. The Developer shall allot to the Owner, the owner’s allocation out of the total number of independent residential/commercial apartment units i.e.

- a) That, 3 nos of flats 84.59 sq.mtr. carpet area & 9.85 sq.mtr.Balcony Area all on 3rd floor to the owner.
- b) That, 3 parkings shall be in allocation of owner share .



27/3/20
NOTARY
ANGUL

Sheetal Real Estate (P) Ltd.

Sheetal Kumar
Sheetal Agarwal
Director

27/3/20
Gyanendra Kumar Das

CLAUSE-VII (GENERAL)

01. In consideration of terms hereby agreed to by and between the parties and spelt out above, the Owner hereby agrees to confirm and convey the development and sole right in respect of the property together with the benefit of sanctioned plan and permission accorded by TAMDA to the Promoter/ Developer .

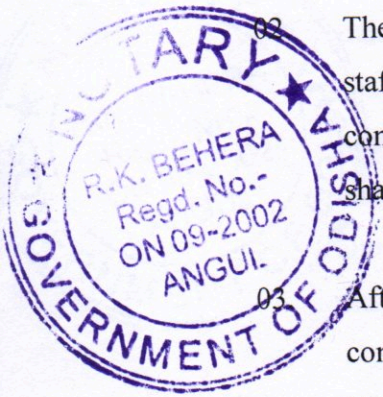
The Promoter/ Developer shall be at liberty to appoint their own contractors, staff , supervisors , managers, engineers ,architects etc. to carry out the construction works and the Owner shall have no objection to it. The Owner shall have no objection towards them also.

After execution of this Agreement the Promoter/ Developer will be allowed to construct Boundary wall, pump house, overhead water tank, Godown, office and undertake all developments works in the scheduled property like sand filling, digging etc. and electric connection if the said building/ land and shall obtain permission for such installation from the concerned authority/ ies wherever necessary . The entire cost of such installation will be borne by the Promoter/ Developer .

04. That the Promoter/ Developer shall have the right to receive any earnest money from the Prospective Buyers or take advance(s) against the developer share and also the balance consideration money in regular installments to carry out the development work thereof and to grant receipt without involving the owner in any way.

05. The Owner hereby agrees to execute irrevocable General Power of Attorney which is/may be required in carrying out construction and sell the share of the proposed building by the Promoter/ Developer .

06. That the Promoter/ Developer shall have the right to allow the intending purchaser(s)/ allottee (s) to mortgage the respective allotted flats i.e. flats of developers share only alongwith proportionate land with any financial



23/10/20
**NOTARY
ANGUL**

Smit Kumar Sharma

Smit Ashwani
Director
Sheetal Real Estate (P) Ltd.

Gabriel Kumar Ashwani

institution/ bank in order to enable them at avail loan for purchasing the same during the period of construction or after completion of construction and owner shall hand over all the original land papers to the Promoter/ Developer to submit the same before the Bank(s) for verifying the same, if necessary.

07. The Developer shall make his best endeavors to complete the said building complete in all respects and make it fit for occupation /habitation from the date of approval of the concerned authorities and give delivery of the owner's share thereafter from the date of receipt of approved plan from TAMDA, unless prevented by unavoidable situations like, any notice or notification of the Govt. and/or public authority or restraint order passed by any competent court or authority for stoppage of construction work or in such unavoidable situations the period of completion shall be extended.

08. Developer and the Owner hereby declare and undertake that all the parties to this Agreement shall abide by all the terms and conditions of this Agreement and if any dispute concerning this Agreement arises, then both the parties are competent to redress the matter mutually through single or joint arbitrator. If the same will not be decided through Arbitrator, the same will be arbitrated through proper legal proceeding.

23/6/20
NOTARY
ANGUL

CLAUSE -VIII (MISCELLANEOUS)

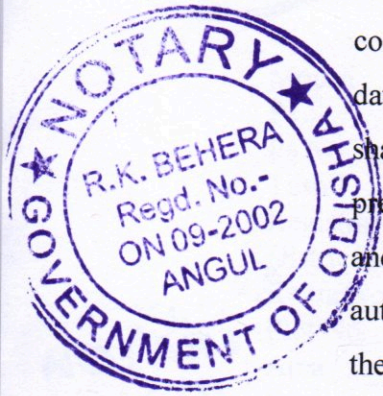
01. The owner is executing an irrevocable General Power of Attorney in favour of the Promoter/ Developer for the purpose of giving effect to smoothly running of the project and to sell the share fallen in Developer's Allocation share. The so-called irrevocable General Power of Attorney is the part of this agreement.
02. Under any circumstances, the First party member shall not cancel the irrevocable General Power of Attorney. In case the First Party members do the same, the entire loss and damages caused to the second Party shall be paid borne by the First party members to the Second Party.

Handwritten signature: Gabriel Kumar Dasgupta

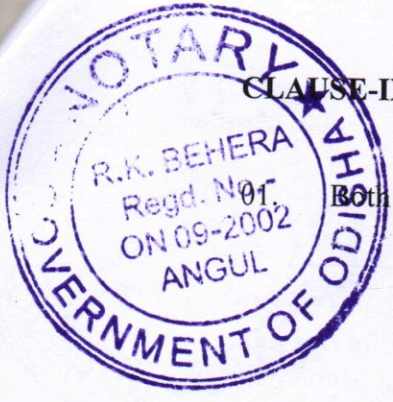
Sheetal Real Estate (P) Ltd.

Handwritten signature: Souvik Kumar Dasgupta
Director

Handwritten signature: Souvik Kumar Dasgupta



CLAUSE-IX (JURISDICTION)



Both the parties are restricted to Angul Court jurisdiction .

**SCHEDULE OF PROPERTY
(SITUATED UNDER TAMDA, ANGUL)**

Mouza : Hulurisingha
Ps : Angul
Ps No. : 63
Teshil : Angul
Registrar : Angul
District : Angul
Khata No. : 302/985 (three hundred two by nine hundred eighty five)
Plot No. : 540 (five hundred forty)
Area : Ac.0.16 (sixteen decimals)
Kissam : Gharabari
Valuation : Rs.
North : Niz
South : Niz
Plot No. : 541 (five hundred forty one)
Area : Ac.0.15 (fifteen decimals)
Kissam : Gharabari
Valuation : Rs.
North : Niz
South : Banambar Dehury and others
Total Area : Ac.0.31
(In Gharabari Kissam there is no construction over the plot)
Valuation : Rs.1,44,92,500/- (Rupees one crore forty four lakh
Ninety two thousand five hundred only)
Annual Rent : Rs.186/-

22/6/20
NOTARY
ANGUL

Gopal Kumar Das

ଶ୍ରୀ ୨୧/୧୨/୨୦୧୯
Gabind Kumar Das

Sheetal Real Estate (P) Ltd.
Gopal Das
Director



IN WITNESS WHEREOF, the parties have set and subscribed their respective hands and seal after through the contents of the Agreement on the date, month and year first mentioned in the presence of the following witnesses :

16.3.20
**NOTARY
ANGUL**

WITNESSES

Smit Kumar Aswal

SIGNATURE OF FIRST PARTY MEMBER

1. ଶ୍ରୀମତୀ ଶ୍ରୀମତୀ ସୁମିତ୍ରା
ବିନୟନୀ ଦାସ
ପ୍ଲଟ ନଂ- ୧୨୩
ପଞ୍ଚାଳୀ ଗ୍ରାମ - ଉତ୍ତରାଞ୍ଚଳ

Sheetal Real Estate (P) Ltd.

Smit Aswal
Director

2. Gajendra Kumar Aswal
S/O Mandal Chand Aswal
AT/PO - Angul Town

Registration NO.....4457/2020

Dated.....16.3.2020

SPECIFICATIONS (Annex-1)

1. STRUCTURES :

-R.C.C frame structures- Steels of brands SAIL/TATA/JSPL/(550D) or equivalent
Cements brand like LAFARGE/OCL/ACC/RAMCO/PENNA/EMAMI or equivalent

2. DOORS & WINDOWS :

All Door frames shall be sal
All Doors shall be flush door with decorative steel nating
Main entrance on each floor shall have laminated decorative door and steel shoe cabinet.
All windows shall be made Upvc OF Fenesta/AV/Adopen/ or equivalent standards

3. FLOORING :

Inside the duplex house, Vitrified Tiles and ceramic tiles of Johnson/ Somany/ Kajaria or equivalent make shall be provided and granites for staircases and lobby.

4. KITCHEN

Kitchen platform shall be granite

5. BATH ROOM / TOILETS : All Bathroom walls will be provided with 7 ft wall tiles and antiskid vetrified tiles in the flooring.

All bathroom will be provided with counter basins, showers, faucets, soap dishes, towel holder, brush hodler, toiletry shelf, shower encloser and all fittings of Make Kohier/ Jaquar/ Hindware or equivalent with Geysers of make Cromptons/ Havels/AO SMITH or equivalent shall be provided in all the Bath Rooms/ Toilets, Ceiling fan and exhaust fans will be provided.

(6) ELECTRICAL INSTALLATION : Lightening arresters will be installed Fittings and weirs of Make Schneider/ Havels/ Legrand/ finolex or of equivalent make and quality will be provided , Solar power of 1 kw will be provided per flat 24 hr. Power back up.

(7) COLOUR

Drawing & Dining Hall shall be finished with popp, and thereafter finally painted with Oil Bond Plastic emulsion paint. All other areas shall be painted with Oil Bond plastic paint, Door shall be Oil paints. Exterior of the building shall be finished in weather coat paints Make Asian Pints./ Nerolac/ Dulux or equivalent.



25/6/20
**NOTARY
ANGUL**

Sonal Kumar Sharma

Sheetal Real Estate (P) Ltd.
Director
Sonal Sharma

29/3/20
Gabinad Kumar Assanalle