Dt-08.02.2019

भारतीय गैर न्यायिक

सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

Jagyneswar Acharya
Notary, Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2003
Mob:- 9861006174

SPECIAL ADHESIVE

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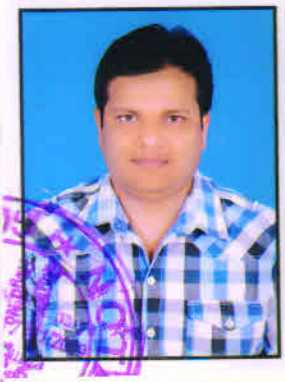

Agreement for Development of Property

This Indenture of Agreement is executed in duplicate on this 8th day of Feb 2019 at Bhubaneswar.

Between

(1) RAMACHANDRA JENA, aged about 75 years, S/o. Late Bhaskar Jena, By Profession – Cultivation, **(2) DEBI PRASAD JENA**, aged about 68 years, S/o Late Damodar Jena, By Profession – Service (Retired), **(3) UMA PRASAD JENA** S/o Late Damodar Jena **(4) SAROJ KUMAR JENA** aged about 45 years S/o Rama Chandra Jena**(5) DUSMANTA KUMAR JENA** aged

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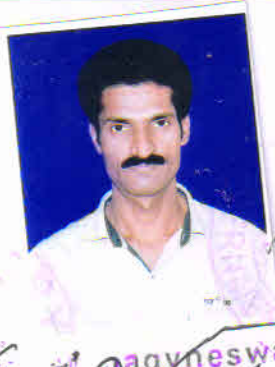
Dist-Khurda
BBSR, Odisha
Mob:9861006174

W1- Jagyadhan Dakua
W2. Arit Nigal

For Assotech Sungrowth Abode LLP
Bhabi Bhushan Mishra
Authorised Signatory

Dusmanta Kumar Jena 8.2.19
Siba Chandra Jena
Goura Chandra Jena
Debi Prasad Jena
Uma Prasad Jena
Saroj Kumar Jena


about 39 years, S/o Rama Chandra Jena (6) **SIBA CHANDRA JENA** aged about 36 years S/o – Debi Prasad Jena (7) **GOURA CHANDRA JENA** aged about 33 years, S/o Debi Prasad Jena (8) **NAYANA JENA** aged about 54 years W/o – Uma Prasad Jena all by caste – Khandayata, all are residents of Village - Haridaspur, Po/P.S. – Balianta, Dist. – Khurdha, Odisha – 752101 (hereinafter referred to as **"Land Owners",** which expression shall, unless repugnant to the context thereof, be deemed to include his/her/their respective legal heirs, administrators, executors, partners, successors and permitted assigns, as the case may be) **OF THE FIRST PART**;

AND

M/S. ASSOTECH Sun Growth Abode LLP, a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008, and having its Corporate Office at H-127 Sector 63, Noida-201307, India and City office at Flat No. - 203, Soumya Enclave, F-15, BJB Nagar, Bhubaneswar - 7510014 (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) acting through its Designated Authorised Signatory, Mr. Shashi Bhusan Mishra, aged about 36 years, S/o Sri Siba Prasad Mishra authorised by Board Resolution on behalf of the Company dated 17th November 2018, **OF THE SECOND PART.**

AND WHEREAS, the property mentioned in the schedule below is under Revenue village Mouza - **RUDRAPUR** of

W1- Jyodhan Dakua

W2- Arif Digal

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Bhubaneswar Tahsil in the District – Khurdha bearing revenue Khata No.305, Chaka No.-111, revenue Plot No.284, measuring an area of Ac.0.740Decs., Kisam-Chaka. The aforesaid property has been recorded in the name of Late Bhaskar Jena S/o Late Jai Jena and Late Damodar Jena S/o. Late Shyama Jena jointly.

Bhaskar Jena died leaving behind one son Shri Ramachanda Jena and one daughter Smt. Lovabati Jena alias Srichandan as legal heirs. Subsequently Lovabati Jena relinquished her right over the said property in favour of Shri Ramachandra Jena by executing a relinquishment deed vide deed no.8164 dated 19.11.2003. Saroj Kumar Jena and Dusmanta Kumar Jena being sons are the major successors of Shri Ramachandra Jena.

Again Damodar Jena died leaving behind two sons and four daughters as legal heirs. They are Debi Prasad Jena & Uma Prasad Jena as sons and Pravabati Jena, Ushabati Jena, Satyabati Jena and Padmabati Jena alias Pradhan as daughters.

Subsequently all daughters of Late Damodar Jena had relinquished their rights over the aforesaid property (their part of share) in favour of Shri Debi Prasad Jena & Uma Prasad Jena by executing a relinquishment deed vide deed

For Assotech Sungrowth Abode LLP
Authorised Signatory

Dusmanta Kumar Jena
Seba Chandra Jena
Gouri Chandra Jena
Padmana Jena.
Debi Prasad Jena
Uma Prasad Jena
Saroj Kumar Jena

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BBSR, Odisha
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GOVERNMENT OF INDIA

W1 - Jyodhan Sahoo
W2 - Arit Digal

(document) no. 11081812140 dated 26.10.2018 Siba Prasad Jena & Goura Chandra Jena being the sons are the major successors of Debi Prasad Jena and Nayana Jena being the wife is the major successor of Uma Prasad Jena.

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Hence, Rama Prasad Jena, Debi Prasad Jena & Uma Prasad Jena are the absolute owners of the schedule property with right, title, interest and are in peaceful possession without any dispute.

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

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

B. AND WHEREAS the First Party with an intention to develop the above said lands have approached the

For Assotech Sungrowth Abode LLP
Authorised Signatory

Dusmanta Kumar Jena
Siba Chandra Jena
Goura Chandra Jena
Nayana Jena
Debi Prasad Jena
Uma Prasad Jena
Sanjay Kumar Jena

NOTARY
GOVERNMENT OF INDIA

W1 – Dayadhan Dakua
W2 – Arif Nigal

Second Party to develop the said lands into Residential/housing project favoring into a compact shape, comprising of various types of units in and over the lands and the infrastructure that may be necessary for the said development on the said lands by plotting, sub-dividing, preparation and sanction of lay-out plans/ construction permissions by the Bhubaneswar Municipal Corporation (BMC) and the complete process of such development together with amenities is hereafter called the "PROJECT" and the property on which the project is intended to be carried out is hereafter collectively called the "PROJECT AREA".

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

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

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For Assotech Sungrowth Abode LLP
Authorised Signatory

Dusmanta Kumar Jena
Siba Chandra Jena
Gour Chandra Jena
Bhagana Jena
Debiprasad Jena
Uma Prasad Jena
Sarat Kumar Jena

NOTARY GOVERNMENT OF INDIA
Jagyneswar Acharya
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Dist-Khurda
BBSR-Odisha
M-9861006174

W1 – Jyothan Sahoo
W2 – Arif Digal

parking–that is allocated as their (the Developer's Second Party's) share.

E. THAT the First Party have agreed and consented that the Second Party should prepare designs for the Residential Cum Housing Project and then apply to the Bhubaneswar Municipal Corporation (BMC) for the approval of construction of the proposed buildings on the said land.

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

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

Now this indenture witnesseth as follows:

1. By virtues of the recital herein contained the Land owner i.e. the First Party represent and declare that he/she is in absolute possession of the said plots in question as set out in the schedule given below and is the permanent owner of his/her/their plot and that the land is not Bhudan property. That the Owner (the First Party) agree to assign upon the Developers (the Second Party) the right to undertake construction of the proposed Residential / Housing Project over the below mentioned scheduled property & the right to sell,

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For Assotech Sungrowth Abode LLP
Authorised Signatory

Dusmanta Kumar Jena
Siba Charan Jena
Gouna Chandra Jena
Mayadhar Jena
Debiprasad Jena
Uma prasad Jena
Sujoy Kumar Jena

NOTARY GOVERNMENT OF INDIA Jagyneswar Acharya Regd. No. 7791/2009 Khurda Odisha 9861096174

W1 – Jayadhan Sakure

W2 – Ajit Digal

transfer & lease the Developer's share of the super built up area, land and proportionate number of open surface parking. The developer (the Second party) shall construct / build and erect the said building(s) over the said property in accordance with the plan as approved by the Bhubaneswar Municipal Corporation (BMC) / BDA and shall deal with various portions of the said building as per the terms and conditions contained herein. The entire cost of preparation of the building plans shall be borne by the Developers (the Second party).

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

3. THAT, if the Bhubaneswar Municipal Corporation (BMC) or any other statutory authorities refuse to give permission for the construction of the proposed Residential Cum Housing Project for any reason whatsoever, the Second Party will inform the same to the First party. And in such an occasion, where the Second Party is unable to develop the below mentioned scheduled property and construct the proposed Residential / Housing Project, the First Party and the Developer (the second party) will come together and cancel this agreement within 15 (Fifteen) days from the date of the Second party informing the first party regarding the rejection from the concerned authorities

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For Assotech Sungrouch Abode LLP
Authorised Signatory

Bhabani Shankar Mishra

Dusmanta Kumar Jena
Seba Chandra Jena
Gaura Chandra Jena
Bijaya Jena
Sabyasachi Jena
Abhi Prasad Jena
Uma Prasad Jena
Sarat Kumar Jena

NOTARY GOVERNMENT OF INDIA

W1- Biswadhan Dakua
W2- Arit Digal

for the approval of construction of the proposed Residential complex and in case the above circumstance arises, the First party will cancel the Power of attorney deed executed in favour of the Second Party on mutual consent only.

4. COMMENCEMENT:

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

5. VALIDITY:

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

6. CONSTRUCTION:

6.1 THAT, the developer (Second Party) agrees to develop the below mentioned scheduled property at their own cost / risk and expenses and with their own resources generated through the sale if its share of the proposed units / or finances raised as loan after the developers (Second Party) obtain the requisite permission sanction and approval from authorities concerned and thereafter to construct the proposed building(s). The owner (the First Party) agrees in accordance with this agreement to place at the complete disposal of the developer (Second Party), the physical possession of the below mentioned scheduled property for development of the land and construction of the proposed Residential

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For Assotech Sungrowth Abode LLP
Authorised Signatory

Dusmanta Kumar Jena
Siba Charan Jena
Gouri Chandra Jena
Bhaiyana Jena.

Rabi Prasad Jena
Umaprasad Jena
Sanjay Kumar Jena.

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Dist-Khurda
Bhubaneswar
Mob-9861006174

W1 – Dayadhan Dehuri

W2 – Arit Nigal

Cum Housing Project as per the sanctioned plans by the Bhubaneswar Municipal Corporation (BMC) and other authorities and authorize them (the Second Party) to prepare & submit building plans before the authorities and obtain requisite permission, sanction and approval.

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

6.3 THAT, the developers (Second Party), at their own cost and expense shall apply to the Bhubaneswar Municipal Corporation (BMC) for requisite approval / permission / sanction of the building plans to enable them to construct / erect the proposed Residential Cum Housing Project over the below mentioned scheduled property in accordance with the building bye laws and regulations enforced for the said area. The developer (Second Party), may make or agree to make such variation in the designs or plans as may be required considered by them desirable or necessary for approval of the concerned authorities.

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

6.5 THAT, it shall be the responsibility of the Developer (Second Party), to carry out necessary construction of boundary walls, approach roads, sewerage system, STP and other construction works, as per the norms of the

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For Assotech Sungrowth Abode LLP
Authorised Signatory

Dusmanta Kumar Jena
Siba Chandra Jena
Gopal Chandra Jena
Nagara Jena

Bibhu Dutta
Debi Prasad Jena
Uma Prasad Jena
Sanjay Kumar Jena.

NOTARY GOVERNMENT OF INDIA

W1 - Durga Dhan Dehuri

W2 - Arif Digal

Cum Housing Project as per the sanctioned plans by the Bhubaneswar Municipal Corporation (BMC) and other authorities and authorize them (the Second Party) to prepare & submit building plans before the authorities and obtain requisite permission, sanction and approval.

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

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Dusmanta Kumar Jena
Siba Chandra Jena
Gopal Chandra Jena
Nagara Jena

Bijaya Gupta
Debi Prasad Jena
Uma Prasad Jena
Sanjay Kumar Jena

NOTARY GOVERNMENT OF INDIA

W1 - Durga Dhan Dehuri

W2 - Arif Digal

concerned authorities, wherein the First party has to extend full co-operation as and when necessary.

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

6.7 THAT, the Developer/s (Second Party), undertake to do the same and ensure the best quality of materials and workmanship, to be used and supplied in the construction of both the owner's (the First Party), allocation as well as of the developer's (Second Party), allocation as per the specification.

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

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

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

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Govt. Of India
Regd. No. 79/2009
Regd. No. 9861006174

For Assotech Sungrowth Abode LLP
Authorised Signatory

Dusmanta Kumar Jena
Siba Chandra Jena
Gouna Chandra Jena
Mayaa Jena.
Debi Prasad Jena
Uma Prasad Jena
Sarat Kumar Jena

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Dist. Khurda
BBSR, Orissa
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GOVERNMENT OF INDIA

W1 - Duryodhan Dahera

W2 - Arif Dijal

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

8. OWNER'S DECLARATION :

The owner (the First Party) hereby agrees and pledge with the developers (Second party) as;

8.1 That the First party declares that his/her/their property as mentioned below in the Schedule of property is in the peaceful possession by him/her/their and is without any dispute and it is free from all encumbrances, attachments, charges, liens and there are no civil, criminal cases pending in respect to the below mentioned property and she/they is/are the absolute owner(s) of the plot.

8.2 Not to cause any interference or hindrance in the construction of the proposed buildings over the below mentioned scheduled property by the developers (Second party). And he/her/their will abide by the terms of this agreement in the letter and spirit

8.3 Not to enter into any agreement, transfer, convey, assign, encumber or deal with the below mentioned scheduled property or any portion thereof with any Third party during existence of the agreed period and shall duly convey and transfer the proportionate share of land to the developers (Second party) or its nominee in respect of the developers shares.

8.4 The owner (the First Party) will give permission to the developers (Second Party) to enter upon the said property and the developers (Second Party) shall have absolute authority to commence, carry on and

For Assotech Sungrowth Abode LLP
Authorised Signatory

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NOTARY
Jagannath Acharya
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BPSR, Odisha
Mob-9861006174
GOVERNMENT OF INDIA

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complete the development of the land in accordance with the permission granted and after demolition and vacation of existing structure (if any) by the owner (the First Party). The said permission to develop the property is personal and is not transferable.

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

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

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

8.6.2 To represent me/us in all courts, civil. Criminal, revenue to file plaint. Written Statement, swear affidavit, sign vakalatnama, to receive summons and other processes of law and to engage advocate and discharge or terminate their service.

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

8.6.4 To prepare, sign all documents and apply to the Municipal commissioner, Bhubaneswar / Competent Authority. Government /semi government offices or Sanctioning Authority for obtaining approval either by itself or in part or in conjunction with other land

For Assotech Sungrowth Abode LLP
Authorised Signatory

Jagyneswar Acharya
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GOVERNMENT OF INDIA

W1 - Dayadhan Thakur

W2 - Arit Nigal

parcels as maybe required, submit relevant documents deed of undertaking, schedule of land, all forms, applications, agreements or to give undertaking(s), Affidavit(s). Statements, Bank guarantee(s) etc. to pay scrutiny fee, approval fee. Service charges, conversion fees or other such fee etc. and to fulfill the other requirements of directions as may be desired by the Department in this regard necessary for obtaining sanction/approval from municipal Commissioner, Bhubaneswar/ competent authority.

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

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

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

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

8.6.9 To apply to the Municipal Commissioner. Bhubaneswar / Competent Authority, government / Semi government office or sanctioning authority for Cancellation / withdrawal of. Deed of Undertaking, all forms, Applications, agreements, Indemnity Bond(s),

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For Assotech Sungrowth Abode LLP
Authorised Signatory

Dusmanta Kumar Jena
Siba chandra Jena
Gouna Chandra Jena
Bhagana Jena
Debi Prasad Jena
Uma prasad Jena
Sanjay Kumar Jena

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Jagyneswar Acharya
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BBSR, Odisha
M-9861066174
GOVERNMENT OF INDIA

W1- Jyotiranjan Dakua
W2- Atul Digal

Bank Guarantee(s) etc. and apply for refund of any other related charges (if any), earlier paid as scrutiny fee. Approval fee, service charges, conversion fees. etc, and to fulfill the other requirements or directions as may be desired by the Department in this regard.

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For Assotech Sungrowth Abode LLP
Authorised Signatory

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

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

8.6.12 To represent me before the officers of President of India, Governor of ... Orissa, income tax department Municipal bodies Central / state Government offices or any representation and petition for the Approval required in connection with the land and for the purpose incidental thereto including for obtaining Approval, and making payment of any charges due and

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W1- Dayadhan Sahu

W2 - Arif Digal

to take all necessary steps and to do or cause to be done all such act, matters and things for the purpose aforesaid

Jagneswar Acharya
Notary, Govt. Of India
Odisha, Sector, Dhenkanal
Regd. No.-779/2009
Mob:- 9861006174

8.2.2019

For Assotech Sungrowth Abode LLP
Authorised Signatory

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

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

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

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

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

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

8.6.19 To produce or summon or receive back any documentary evidence

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Siba Chandra Jena
Gouri Chandra Jena
Bhaskara Jena
Sisir Kumar Jena
Debi Prasad Jena
Uma Prasad Jena
Sasi Kumar Jena

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Dist. of India
Odisha
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W1- Priyadharshan Dakua

W2- Arif Digal

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

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

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

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

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

8.6.25 To obtain copies of documents and papers;

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

8.6.27 To appoint arbitrators, to proceed in arbitration proceedings and to take every step necessary for the same.

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

8.6.29 To arrange finance from any Bank or Financial institution for raising Home Loan for the

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For Assotech Sungrowth Abode LLP
Authorised Signatory

- Jusmanta Kumar Jena
- Siba Chandra Jena
- Gana Chandra Jena
- Bhagya Jena
- Rabi Prasad Jena
- Uma Prasad Jena
- Sanjay Kumar Jena.

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W1- Jyotshna Sahu

W2- Arif Digal

flat/independent houses/commercial unit purchasers on the Schedule property.

8.6.30 To mortgage the Schedule property including the total built up area, for raising project development and construction finances, however before completion of the Project the Developer shall liquidate the loan amount to the bank/ financial instituions/ individuals;

8.6.31 To enter into any agreement with any person for booking and /or construction for flats /shops parking space of built up area in the proposed new building complex to be constructed and in respect thereof to receive any payment in the part or in full or such installments dues as your said attorney may fix and settle.

8.6.32 That my/our attorney is entitled to sell only their share of the super built up area of the proposed Residential Cum Housing Complex along with their share of land and also sell the proportionate numbers of the open surface parking on the schedule property to potential purchasers of flat/independent houses/commercial units, in terms of the above referred Agreement for Development of Property.

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

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

9. THE owner (the First Party) is fully competent and entitled and to enter into this agreement with the Developer (Second Party) and that he clearly confirms

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W1- Dayadhan Dakua

W2- Arit Digal

that has not agreed, committed, constructed, or entered into any other agreement for sale or , lease with any other person, company /agencies and by which the development of the below mentioned scheduled property may be affected in any manner whatsoever.

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10. That the First party will hand over the original land documents, ROR and all the original documents relating to the below mentioned scheduled property to the developer (Second party) at the time of execution of this agreement.

11. THAT the First party may choose to either sell or lease out his/her/their respective shares in the proposed Project or use a part of it for his/her/their own Residential use after the completion of the project. However, he will be bound by the rules of the Apartments Owner's Association (AOA/RWA) guidelines that will be applicable after the formation of the Apartments Owner's Association (AOA/RWA) for this project.

12. SPECIFICATIONS:

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

13. DEVELOPERS OBLIGATION:

13.1 THE exercise relating to the development of the proposed Project shall commence with effect from the date of signing and execution of this agreement by the Developers (Second Party) as well as owner (the First Party).

13.2 TO complete/finish the construction and erection of the proposed Residential complex within 36 (Thirty Six) months from the date of sanction of the building plan

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W1- Jyotshan Sahoo

W2- Arif Digal

thereof and registration with the ORERA authority whichever is later or such extended time as may be mutually agreed upon between the Parties.

13.3 THAT if the construction of the proposed building(s) shall be delayed by any order/clearance to be obtained from any local authority, in that event the owners (the First Party) shall not claim any damage or compensation from the developer (Second party) in any way.

13.4 THAT in the event of delay in completion of the proposed project or in the delivery of possession of the said units, by reasons of non-availability of labor, steel, cement, water etc. or reason of war, civil commotion etc. or due to any natural calamity or due to any difficulty or impossibility arising from any Govt. ordinances, legislation or notification or order by the Govt. or local authority etc. the Second Party will not be held responsible in any manner and the First party shall not claim any damage or compensation from the Second Party.

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

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

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For Assotech Sungrowth Abode LLP
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Dusmanta Kumar Jena
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Gani Charan Jena
Nagina Jena
Debi Prasad Jena
Uma Prasad Jena
Sanjay Kumar Jena

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

13.8 The compensation for the normal delay in the handover / construction of the Apartment of the share of the Party of First Part will be as per the regulation / condition mentioned in the ORERA and will be mentioned very clearly in the subsequent agreement to sale to be entered for individual allotted flats for the land owner's share.

14. CONSIDERATION:

14.1 THAT in consideration and in lieu of the First Party having conferred and vested exclusive right of development of the said land with the Developer (second party) the former (First Party) shall be entitled to get free of cost and charge a percentage of the total super built-up area covering proportionately on all floors and types of the building complex with proportionate number of open surface parking. The owner (First party) shall be entitled to get their share fully finished with fittings as per the specification mentioned in the agreement to sale to be entered for individual allotted flats.

14.2 (a) That 2st Party has agreed to give all together 19340 sqft. total built-up area against the said property. Out of this the share of Shri Ramachandra Jena is 9670 sqft. total built-up area and after converting this area into Unit/flat the first party will get 6 flats of 2.5 BHK,

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admeasuring 1112 sqft. total built-up area and 2 flats of 3 BHK (Premium) admeasuring 1655 sqft. total built-up area (all put together 9982 sqft. total built-up area). Shri Devi Prasad Jena share is 4835 Sqft. total built-up area and after converting this area into Unit/flat, he will get 3 flats of 2.5 BHK, admeasuring 1112 sqft. total built-up area and 1 flat of 3 BHK (Premium) admeasuring 1655 sqft. total built-up area (all put together 4996 sqft. total built-up area). Shri Uma Prasad Jena share is 4835 Sqft. total built-up area and after converting this area into Unit/flat he will get 3 flats of 2.5 BHK, admeasuring 1112 sqft. total built-up area and 1 flats of 3 BHK (Premium) admeasuring 1655 sqft. total built-up area (all put together 4996 sqft. total built-up area). All put together total area allotted is 19984 Sqft. which is higher than the offered area), along with open surface parking against each flat. Agreement to sale for these allotted unit/units, will be issued in favour of First Party, as per the model agreement of Odisha Real Estate Regulatory Authority (ORERA). Hence this allotment is purely provisional and is subjected to minor modification after getting due approval from Bhubaneswar Municipal Corporation (BMC). The land owner will have option to choose the bigger or smaller flats within this area, after getting due approval from Bhubaneswar Municipal Corporation.

14.3 THAT the remaining part of the super built-up area and the proportionate number of open surface parking and the proportionate undivided, impartible and indivisible share in land are specified as the allocation of the Developers (Second party) share. The owners

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W1- Dayadhan Dakua
W2- Arif Sigal

(First party) also permit the developer (Second party) the right to sell and transfer the share from the developer's (Second party) share to prospective purchasers. It is understood that the super built-up area shall form the part of outer to outer measurements of the unit/units and including the proportionate share of the common area of the tower Corridors, lifts, machine rooms, staircase, common stores, service rooms, entrance lobby, architectural projections and elements etc.

14.4 THAT, the share of the first party will be clearly outlined in terms of Flat Nos, Floor nos., Block name and super built-up areas, Parking nos. after receiving the final approval from the concerned authorities and before the commencement of construction of the proposed Residential Cum Housing Project, in the agreement to sale.

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

16. That the First Party and Second Party have agreed not to claim any specific demarcation of the land and agreed that said land agreed to be given for development shall remain indivisible and inseparable at all times and the persons holding any interest in the same shall always hold it in Undivided shares and only constructed area shall be shared.

17. THAT, in consideration of the terms hereby agreed upon the owners (First party) convey, assign and absolutely vest upon the developers (Second party) the

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Nayana Jena
Bijaya Sahu
Debi Prasad Jena
Uma Prasad Jena
Sasi Kumar Jena

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W1 - Duryodhan Dakua
W2 - Arif Nigal

right of development and construction on the below mentioned scheduled property.

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

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

20. THAT, it is hereby agreed by the First party, that the Power of Attorney holder is fully authorized to execute necessary deed of conveyance in favor of intending flat purchasers. However, all costs charges and expenses in respect thereof shall be paid and discharged by the intending purchasers of the flats.

21. THAT, in the said project, land owner (First party) will bear the cost for availing individual power supply & electrical meter connection for his/her/their share of units as per the rate and amount prescribed by the concerned Government Authorities. The ground rent and holding tax of his/her/their (First party) share, if applicable, will also be paid by the First Party or its nominee/legal heirs/future buyers, for his share of units

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W1 - Jayadhan Dakua
W2 - Arif Nigal

22. THAT, the Developer (Second party) is allowed to construct and develop water supply including UG tank or overhead water tanks, sewerage system including STP, electrical distributions lines including sub-station , communication system including telephone exchange and any other installations which may be required for this Housing cum Residential complex. The Second Party will bear the cost for these works.

23. THAT, the Developer (Second party) shall have the right to receive from the intending flat/duplex/commercial units purchasers any earnest money and / or booking amount and also the balance of cost of flats/duplex/commercial units in respect of their allocated share and to grant receipts and execute such conditions as may be deemed necessary and present the same for registration.

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

24. THAT, the owner (First Party) shall remain liable to encumbrance, difficulties, disputes, cases if any in respect to his/her/their plots as mentioned in the schedule below. And the owner (First Party) agrees that if any type of obstacle comes at the time of construction

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Dhagara Jena
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Uma Prasad Jena
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W1 – Dnyodhan Dalkuna

W2 – Arif Nigal

relating to encumbrance arising with respect to his/her/their plots, the of the First party will be responsible for the problems caused and that they will be liable to pay to the developer (Second party) a compensation amount for the damages incurred by the developer as ordered by the competent arbitrator or judicial authority.

25. THAT, both the owner (First Party) and the Developer (Second party) shall have the right to use for specific performance of this agreement or any supplementary contract for enforcement of this contract and issuing party shall also have a right to recover cost and damage if any with mutual agreement.

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

27. THAT, the owner (First Party) authorize the Developer (Second party) or their nominee/ nominees as its attorney / attorneys by executing documents duly registered for submitting and pursuing application to various authorities for requisite permission approvals, sanctions of the building plans etc. in connection with the development / construction and completion of the proposed Project. All costs in this respect shall be borne by the Developer (Second party).

28. HOWEVER, the developer (Second party) undertake in their capacity as builder not to do or cause to be done by any act which may in any manner, violate any law, rules, regulations etc. or which may amount to misuse of any terms hereby agreed upon or breach of provisions of law in case of non-performance or non-observance of such law, rules regulations or conditions

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Gaura Chandra Jena
Nagendra Jena
Bijaya Sahu
Debi Prasad Jena
Uma Prasad Jena
Sanjay Kumar Jena

Dhanyodhan Dakua
Arif Digal

of this agreement, the entire liability in the behalf shall be incurred or discharged by the developer (Second party) and further more the developer (Second party) undertakes to keep the owner (First Party) entirely harmless and indemnified against all claims or demands resulting from the aforesaid non-performance and non-observance.

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

30. MISCELLANEOUS: The name of the proposed complex shall be selected by the developer (Second party)

31. ARBITRATION:

a) The Parties hereto shall endeavor to settle all disputes and differences relating to and / or arising out of the Agreement amicably.

b) In the event of any dispute or differences arising from or in connection with this Agreement, the same shall be resolved amicably in good faith, failing which the dispute or differences shall be referred to Arbitration. Each Party shall nominate one arbitrator and two arbitrators so nominated shall nominate a third

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Nagana Jena
Debi Prasad Jena
Uma Prasad Jena
Sanjay Kumar Jena

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W1 - Sanjodhan Dakare
W2 - Arif Digal

arbitrator. The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitrators shall give reasoned award. The venue of arbitration shall be at Bhubaneswar.

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

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

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

SCHEDULE OF PROPERTIES

District: Khurdha, Tehsil: Bhubaneswar, Dist. Sub-Registrar Khurda at Bhubaneswar, P.S.- Balianta, P.S. No.-13, **Mouza – RUDRAPUR,** Khata No.305, (three hundred five), revenue Plot No.- 284 (Two hundred eighty four), Chaka No.111 (One hundred eleven), admeasuring Area Ac.0.740Decs., Full Plot (Seven hundred forty decimals as per one thousand decmil, one acre) decimals, Kissam-Chaka, Satwa – Sthitiban.

Jagannath Acharya Notary, Govt. Of India Bolisha, Sasan, Dist-Khurda Reg. No. 7791/2009 Mob:- 9861005174

For Assotech Sungrowth Abode LLP Authorised Signatory

Dusmanta Kumar Jena, Siba Chandra Jena, Debi Prasad Jena, Uma Prasad Jena, Gour Chandra Jena, Sagg Kumar Jena, Bhagna Jena

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- [illegible]
- Debi Prasad Jena
- Uma prasad Jena
- Sarg kumar Jena
- Dusmanta kumar Jena
- Seba chandra Jena
- Gour Chandra Jena
- Nayana Jena.

Jagyneswar Acharya
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Gollatha, Dist-Khurda
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WITNESSES:

1. Duryodhan Dakua
S/o Late Laxman Dakua
At/Po Barusinagar
B.B.S.R.

Signature of the
First Party

2. Ajit Bigal
S/o Pada Bigal
A/63 Kharavelnagar

For Assotech Sungrowth Abode LLP
Authorised Signatory

Signature of the
Second Party

This agreement is made on date 08.02.2019 in my office. The witnesses and both the parties put their signature / thumb impression in presence of me with taking the oath.

JAGYNESWAR ACHARYA
NOTARY, BBSR, KHURDA

Identified by me.

Advocate, Bhubaneswar

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Dist-Khurda
BBSR (Odisha)
Mob:9861085174

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भारतीय गैर न्यायिक

भारत

दस रुपये रु.10

TEN RUPEES Rs.10

सत्यमेव जयते

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ACCEPTANCE LETTER

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

SUB:- Consent and Acceptance of allotment of Flat No B6-0807, B6-1203, B6-1409 , B4-0507, B4-0508 to Ramachandra Jena , Flat No- B-2/0702, B-3/0705, B-3/0706 to Debi Prasad Jena and Flat No- B4-0505, B4-0405, B6-1406 & B6-1307 to Uma Prasad Jena as per the Sharing Agreement dated 08.02.2019 and General Power of Attorney(GPA No. 11081901785), executed on Date 08-02-2019 in your project ASSOTECH PRIDE,
NH-16, Rudrapur, Bhubaneswar.

Assotech Sun Growth Abode LLP
Shashi Bhushan Mishra
Authorised Signatory

Debi Prasad Jena Uma Prasad Jena

15176
12/08/20

DISTRICT TREAS
KHURDA, BHUBANESWA
14 AUG 2020
TREASURY OFFIC

B.K. PANDA
STAMP VENDER
BHUBANESWAR

Dear Madam/Sir,

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

As per our mutual discussion, I/We hereby give our consent and acceptance for Flat No B6-0807, B6-1203, B6-1409 , B4-0507, B4-0508 to Ramachandra Jena , Flat No- B-2/0702, B-3/0705, B-3/0706 to Debi Prasad Jena and Flat No- B4-0505, B4-0405, B6-1406 & B6-1307 to Uma Prasad Jena, in total carpet area admeasuring 992.32 sqmt (10677 sqft) in Phase-I of your upcoming project ASSOTECH PRIDE, Bhubaneswar.

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

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

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

Thanking you

Yours faithfully,

Debi Prasad Jena	Uma prasad Jena	
Ramachandra Jena	**Debi Prasad Jena**	**Uma Prasad Jena**
(Aadhar No. 750972580619)	**(Aadhar No. 509586511292)**	**(Aadhar No. 617520426114)**

Witness :

1 - Sashanka Sekhar Rout
Qtr no- C1, Utkal University
Campus, Vani Vihar, BBSR

2 - Jyoti Rani Sri Chandan
Plot no - 274, Rudra Pur.
Dist. Khordha.

Accepted

For Assotech Sun Growth Abode LLP

Assotech Sun Growth Abode LLP

Shashi Bhushan Mishra

Authorised Signatory

(Authorised Signatory)