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K 162083



No. 169
Dt. 17.12.2018
Time. 4.00 P.M.

DEVELOPMENT AGREEMENT

This Development Agreement made on the 17th day of December 2018 BETWEEN

1. **Sri Santosh Kumar Tripathy**, aged about 56 years S/o Late Sarat Chandra Tripathy. Permanent resident of Harikrishnapur, P.S Seragada, Town- Seragada, Dist-Ganjam, At present residing at Jochynapuri Lane, Paramguru Bhavan, Lochapada Road of Berhampur Town, Po : Berhampur , Tahasil : Kukudakhandi , Ps-Berhampur Sadar Herein after called land owner which expression shall exclude by or repugnant to the context be deemed to mean and include his legal heir, successors, representatives and assigns of the first part.

OWNER (FIRST PARTY)

[Handwritten signature of Santosh Kumar Tripathy]

Sign. Aristo
C.R. Satapathy
Notary (Gm.)
Odisha
Regd. No. On/12/04

DEVELOPER (SECOND PARTY)

Sova Rani Prasad
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C.R. Satapathy
Notary Berhampur 'Gm

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Treasury Officer
Special Treasury, Bernam...

Signature
17/12/18

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AND

M/S. ISALI CARE ESTATES AND HEALTH PVT. LTD. a Private Limited Company incorporated under the Indian companies Act, 2013 vide certificate of Corporation Rgd. NoU45400OR2018PTCO29815 Dt.01.11.2018 issued by the Registrar of Companies, Odisha, Cuttack, office at Bijipur Nilakantha Nagar 1st line, Gosaninuagaon of Berhampur Town, Ganjam District represented by its managing Director **SMT. SOVA RANI PRADHAN**, aged about 50 years, W/o Suren Kumar Pradhan, Kurum by caste, Business by Profession, residing at Bijipur Nilakantha Nagar 1st line of Berhampur Town, Po & Ps:- Berhampur Town under Berhampur Tahasil in the District of Ganjam, Odisha, Pin No-760001, Aadhaar No-2476 2319 2859, **Mob No-8917280313**, (Which Expression unless by or repugnant to the subject on context shall deem to mean and include its heirs, successors, legal representatives, executors, administrators and assigns) of the **"SECOND PART"**.

WHEREAS,

A) The party of the First part is the absolute owner and in possession of the following Schedule under 1) **174 no. Lochapada** Mouza bearing **Khata no.495/5002** (Four hundred ninety five by five thousand two),

Plot No- 1212/10701 (One thousand two hundred twelve by ten thousand seven hundred one) Wet Ac.0.149 Dec. out of it from south Ac0.106 Dec.

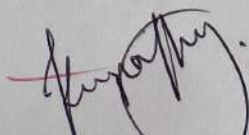
2) **174 no. Lochapada** Mouza bearing **Khata no.495/5126** (Four hundred ninety five by five thousand one hundred twenty six),

Plot No- 1213 (One thousand two hundred thirteen) Wet Ac.0.394 Dec. out of it from middle Ac0.048 Dec. Total Ac0.154 Dec.

B) These owners are now in a vaccine and peaceful possession over the schedule land hereunder.

C) The owner is desirous of raising a pucca construction consisting of a complex of independent flats of multi-storied apartment over the said plot of land according to the plan to be sanctioned by BDA (Berhampur Development Authority)

OWNER (FIRST PARTY)



DEVELOPER (SECOND PARTY)

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C.R. Satapathy
Brahmapur Gm
29.12.18



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AND WHERE AS

The Developer/promoter the party of the second part, who is engaged in promoting/Developing such complex in Berhampur town And else-where, negotiated with the owner to promote and develop the COMPLEX entirely at Developer/ promoter cost and on the terms agreed between the parties, namely.

I) this construction of the building will be completed/finished in a phased manner. The developer will prepare a plan and submit the same before the BDA (Brahmapur Development Authority).for necessary approval/sanction of the building plan. After such approval/sanction, they will start the construction works.

II) The promoter/developer shall construct, build and crest the said building over the said property in accordance with the said plan (s) to be sanctioned/approved by the BDA (Brahmapur Development Authority). and shall deal with various portions of the said building the terms and conditions herein-after contained, the entire cost for the sanction of the building plans shall be born by the developer/ promoter.

III) The developer/promoter shall construct the building according to the said plans and permission and shall not construct any illegal or unauthorized unit or units and if they do so, it would be entirely at their cost and risk and the owners shall not be liable for it. The responsibility with regard to the quality and standard of construction of the aforesaid building would be exclusively that of the developers/ promoters.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the PARTIES here to as follows:-

ARTICLEE 1 (DEFINITION)

Unless in these presents there is something in the subject of context in consistent there with:-

1. PROPERTY shall mean the entire plot as describe in the schedule appended here to.

OWNER (FIRST PARTY)

DEVELOPER (SECOND PARTY)

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Notary Berhampur 'Gm



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2. BUILDING shall mean the building to be constructed & executed over the said property.

3. OWNERS:- 1) Sri Santosh Kumar Tripathy aged about 56 years S/o Sri Sarat Chandra Tripathy and shall include each of his heirs legal representatives and assigns.

4. DEVELOPER/PROMOTER :**M/S ISALI CARE ESTATES & HEALTH PVT.LTD** , shall include its Directors, successors-in-office and their heirs, legal representatives, executors, administrators and assigns.

5. COMMON FACILITIES shall mean and include corridors, straight ways, passage ways, roads and other facilities whatsoever, required for maintenance and /or management of the said building and enjoyment of various portions of the said building.

6. BUILDING PLAN shall mean the plan to be sanctioned by the development authority and or such other or further plan or plans with such modifications of alterations which may be made there to from time to time, with the approval of competent authorities for the purpose of erecting the building.

7. UNITS shall mean the independent flats or residential apartment or others as in the building.

8. PROPOSED BUILDING SHALL mean and include the building and land appurtenant there to and all passage the parking space, amenities provided thereto etc.

9. Agreement shall mean and include this agreement and all such supplementary agreements executed/to be executed between parties of the FIRST PART AND SECOND PART.

ARTICLE - II (COMMENCEMENT)

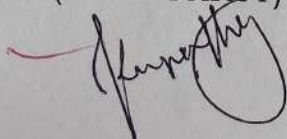
This agreement shall commence on and from the 17th day of December 2018.

ARTICLE - III (COMMENCEMENT)

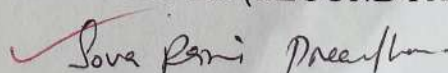
1. It shall be the responsibility of the DEVELOPER/ Promoter to submit pursue and follow up the plan to be sanctioned by the Berhampur development authority.

a) All expenses/charges incurred in respect of approval/ sanction or modification and/or alternation of the sanctioned plan and for any other submitted and/or to be submitted for approval/sanction shall be on account of developer/promoter.

OWNER (FIRST PARTY)

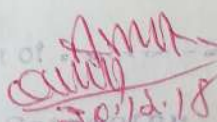


DEVELOPER (SECOND PARTY)





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

c) To expedite sanction of such plan or plans shall be the responsibility of the Developer/Promoter.

2. The developer/promoter shall forthwith in execution of the start construction of the said property in substantial and workman. Like manner in accordance with the plans, specification and elevations to be sanctioned by the BDA (Brahmapur Development Authority) subject to any amendment, modification or violation or alteration to the said plans and specification as Developer/Promoter thinks fit and proper.

3) The said building over the said property shall be constructed under the direct control supervision and guidance of the Developer/promoter and or their agents.

4)The Developer/promoter shall comply with requirements and requisitions of the BDA (Brahmapur Development Authority) and /or other local authorities as the case may be relating to the construction of the said building on the said property and shall obtain necessary approval from the authorities concerned as and when required.

5) The Developer/Promoter shall make their best endeavors to complete/finish the said building in all respects so as to be benefit for occupation/habitation within 30(Thirty) moths from the date of commencement of construction work after sanctioning of building plan by BDA (Brahmapur Development Authority). unless prevented by reasons beyond the control of the promoters i.e. earthquakes, civil commotions and riots.

The developer/promoter shall provide the following amenities in the said Building:-

a) The said building shall be of K.B Bricks/Concrete Block, and other standard building materials as noted below:

(i)Two coats cement paint on the exterior wall will be provided.

(ii)Toilet surface slabs, Kitchen sinks and terrace will be provided with appropriate water proofing material.

OWNER (FIRST PARTY)

DEVELOPER (SECOND PARTY)

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- (iii) Relevant space for septic tank and soaking pits will be provided.
- (iv) Proper drainage connection inside and outside building will be provided.
- (v) 5 feet boundary wall will be provided all around the building.
- (vi) Earthquake proof structure with steel and concrete column and beams will be provided in consultation with structural design consultants.
- b) Good Indian made wooden windows with Grill with steel/ aluminum will be provided.
- c) Teak veneered flush type doors with Godrej lock to main entrance and eye piece, good quality wooden door for other rooms, commercial type doors to lavatory blocks will be provided.
- d) The staircase will be marble, tread of steps to be minimum 5" of wide with easy rise, marble/kota stone.
- e) Concealed Electrical wiring of ISI standard will be provided through out the building. A generator will be provided to avoid any load shedding for common utilities.
- f) Water supply by deep tube well and over head tank.
- g) All such facilities and amenities which are normally available in residential buildings and such other facilities as may be decided by the Developer/Promoter from time to time will be provided.
- h) All bathrooms and kitchen room and balconies shall fitted floor tile/vitrified tiles and up to 5 feet height of wall tile for bath rooms, 2 feet height above kitchen platform, 9 inch height deda for all walls including balconies.
- i) Lift facility shall be provided in the Apartment.
- j) Provision for parking Space.
- k) Flooring of flat inside with marble/ vitrified tiles.
- l) The developer/Promoter shall construct the building in marble/ vitrified tiles consonance with the specified standard and shall be responsible for any damage caused due to faulty workmanship and/ sub-standard materials used. However the recommended specification for constructions will be followed as noted below:

OWNER (FIRST PARTY)

DEVELOPER (SECOND PARTY)

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C.R. Satapathy
Notary Berhampur 'Gm



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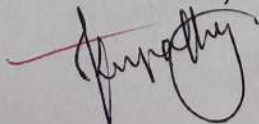
- (i) RCC will be 1:2:4 proportion with $\frac{3}{4}$ " to 1" h.g chips.
- (ii) Brick wall plastering in cement mortar is 1:6 proportion.
- (iii) Ceiling plastering 1:4 proportions.
- (iv) All walls will be provided with one coat of POP before painting,
- m) A single DG set will be provided for common use area in the apartment and four light and fan connections only for land owner's flats with suitable load capacity.

ARTICLE - IV (POSSESSION)

The Owner hereby agree covenant with the Developer/Promoter as Follows:-

1. Not to cause any interference or hindrance in the construction of said building on the said property by the developer/Promoter unless the Developer/Promoter act in manner of violating the terms of this agreement.
2. On their satisfaction about due progress on this agreement to give such permission and also sign document as would be necessary for construction of the said building not detrimental in any way to the interest of the owner.
3. Not to prevent the Developer/Promoter from negotiating with parties for assigning disposing or letting out any portion of the complex except 40% of the total super built-up area (salable area) and 50% commercial buildup area(subject to approval of commercial space) as per approved plan parking space in the basement .
4. Not to entering to any agreement or transfer, convey or assign or encumber or deal with said property or any portion there up with any third party and sale duly convey and transfer the said proportionate share the plot of land to the developer/promoter or its nominees any time after due completion of the complex and allotment of 40% of total super built up area in S+4 floor and 50% commercial buildup area (subject to approval of commercial space) of the apartment in favor of the owners.
5. the land owner shall apply for conversion of land from the classification of agricultural land to homestead purpose before competent authority (the cost for conversion of the land shall be borne by the 2nd party).

OWNER (FIRST PARTY)



DEVELOPER (SECOND PARTY)

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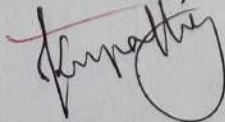
**ARTICLE - V
(DEVELOPER/PROMOTER, OBLIGATION)**

1. The construction work shall be commenced with effect from the date of sanction building plan by BDA (Brahmapur Development Authority).
2. To complete/finish the construction and erection of the said building within 30 months from the date of final B.D.A. approval of commencement of construction work after sanction of the building. Plan by BDA (Brahmapur Development Authority). as indicated in article -III, clause-5 of this agreement or such extended time, If mutually agreed thereon.
3. Any labor or workman engaged for the construction of the building by the developer or builder will be the employee of the developer or promoter. The land owners have no relation with aforesaid employees of the Developer/Promoter, and amount that may be paid under any agreement, labor dispute or under workmen's compensation or damage are the sole responsibilities of the Developer/Promoter and the owner of the land has no relation and consequences with in.
4. That the developer/promoter has paid a sum of Rs. 10,00,000/- (Rupees Ten Lakh only) as security deposit which is to be refunded by the landowner to the Developer/Promoter at the time of handover the flats.

ARTICLE - VI (CONSIDERATION)

1. (a) That the developer/promoter shall give and the owner shall be entitled to get free of cost 40% of the total super built-up area (salable area) and 50% commercial buildup area(subject to approval of commercial space) as per approve plan to be sanctioned by the BDA (Brahmapur Development Authority)
(b) That, in consideration of the term here by agreed to between the parties of this day the owners hereby agreed to sale to the Developers/Promoters their rights to sell transfer and assign the various constructed spaces on constructed area in entire of the said building on the strength of power of attorney to be given by the owner except 40% of super built up area and 50% commercial buildup area (subject to approval of commercial space) as specified


OWNER (FIRST PARTY)



DEVELOPER (SECOND PARTY)



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Brahmapur (Gm.)



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in cause (a) above to be constructed on the said property to either with proportionate interest in the land comprised in said property at such rate as may be determine by the parties on such terms/ conditions as may be agreed.

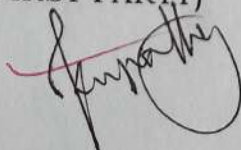
(c) The Developer/Promoter shall complete construction of the proposed building in accordance with the approved plan within 30 calendars months from the date of the commencement of construction work / final B.D.A. approval.

2. The Developer/Promoter shall have the right to enter into agreement with third party to sell ,transfer, charge, assign and late the entire proposed building except 40% of total super built up area and 50% commercial buildup area (subject to approval of commercial space) as per approved plan as provided in article VI, Para 1 (a) or any units there in, agree to be sold under this agreement as well as power of attorney to be given by the owner later on and the owner shall not raise any objection to such transfer, assignment, encumbrances and the owner shall join as confirming party at the request of the developer/promoter on transfer of the full consideration as here in before.

Mentioned before execution on such relevant documents. It is here by agreed that the developers/promoters shall have right to negotiate on terms or and to agree with and to sale specified units in the proposed building fully mentioned and describe there to any party at such price in his absolute discretion, things proper to agree upon to enter into any agreement or arrangements for such sale or sales and or liquidate the same. The owner shall have the same individual right over the 40% of total super built up area and 50% commercial buildup area (subject to approval of commercial space) as per approved plan as provided in article VI, Para 1 (a)

3. The owner here by agreed to execute necessary deeds of conveyance directly in favor of the intending parties as per the advice of the Developer/Promoter as here in before mentioned on receipt of full consideration and not in any way detrimental to the interest of owner. However, all cost, charges and expanses in respect there up shall be paid and discharge by the developer/promoter on the intending parties.

OWNER (FIRST PARTY)



DEVELOPER (SECOND PARTY)

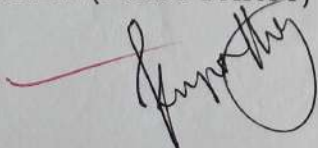
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Notary, Berhampur, Gm



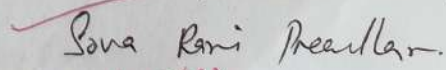

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4. The developer/promoter shall be at liberty to appoint there own contractor, staff supervisor, manager, architect or Engineer to carry out the construction work and the owner will not have any objection to it. The owners have no legal obligation towards then what so ever.
5. The cost of installation of transformer and sub station or metering unit and expenditure for availing individual power supply the said project will be paid by the individual flat owners.
6. The developer/promoter will be allowed to construct pump rooms, over head Water tank and to fixed T.V cable or wireless system in or over the said building after getting necessary approval from the appropriate authorities.
7. The Developer/ Promoter and owner shall have the full authority and right to form committee(s) for the proper management of the building.
8. The Developer/Promoter shall pay the Municipal tax, from Time to Time until, it is transferred.
9. That, the Developer/Promoter shall have right (except 40% of total super built up area and 50% commercial buildup area subject to approval of commercial space as per approved plan) to receive from the intending parties any earnest money and/ or take advance or advances and also the balance of purchase money and to grand receipts and execute codicils as deemed necessary and present the same for registration before competent authorities the owner here by agree to rectify conform all the other act or acts, the Developer/Promoter shall law fully do and to execute and perform and to cause to be executed and reformed all such acts in connection with the sale of land or units in the said proposed building by virtue of this agreement on received of consideration.
10. The owners here by agree to execute and sign all necessary papers, documents, letters, power of attorney which my be required in carrying out the construction of the proposed building of the manner mentioned under relevant Para and to render all help and assistance to the Developer/Promoter to facilitate the construction of the proposed building on the said plot of the land in any way not detrimental to the interest to the owner.

OWNER (FIRST PARTY)



DEVELOPER (SECOND PARTY)


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C.R Satapathy 0.12.18
Notary, Berhampur, Gm



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11. Both the owner and the Developer/Promoter shall have the right to use for specific performance this contract/agreement or supplementary contract for non-compliance and suing party shall also have a right to recover cost and damages, if any

12. That the owner state and declare that they have absolute title of ownership and the owner handed over the original sale deed, R.O.R and other original document in respect of the said land to the Developer/Promoter the same shall be returned back to owners after completion of the project. In the event, it is found that a owners do not possess a good title over the schedule property or that the posses a defective title there on the developer/promoter will be at liberty to rescind this agreement entitle to get the amount invested in constriction work up to such date.

13. In the event of not obtaining sanction from BDA (Brahmapur Development Authority). from time to time for construction thereby resulting in abandoning the construction of building, the owner is not responsible for the cost incurred till such date and shall be totally borne by the developer/promoter.

ARTICLE - VII (MISCELLANEOUS)

The name of the said apartment will be decided by land owner after due consultation with vastu consultant.

The owner hereby agreed to execute any type of agreement / sale deed / in any office papers related to this project in favor of the nominee of the second party for the purpose of given effect and or implementing the various terms and conditions here in contained as and when required.

Whereas the Executate of the Power of Attorney is not available at present so that by the General Power of Attorney the claimant Sri Sarat Chandra Tripathy will assine in every documents related to this project onbehalf up Sri Santosh Kumar Tripathy and will present personally in the office work when ever required.

OWNER (FIRST PARTY)

[Signature]

DEVELOPER (SECOND PARTY)

[Signature]

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[Signature]
C.R Satapathy
Notary Berhampur 'Gm



ARTICLE-VIII (ARBITRATION)

In case if any dispute of difference arises between the parties during the progress of or after construction or abandonment of the work as to the construction of this contract or touching or relating either to the construction of this contract or touching or relating either to the said building or work or to any work under this contract any other supplementary contract, disputes, relating to payment and nonpayment between the parties, shall be referred to arbitration at Berhampur Jurisdiction, whose decision shall be final.

ARTICLE-IX (ARBITRATION)

All accounts between to the parties here to shall be settled in the office of the developer/promoter. The jurisdiction of this agreement will be Berhampur.

III. SCHEDULE OF THE PROPERTY :

Ganjam District, Kukudakhandi Tahasil within the Jurisdiction of Sub-Registrar office, Berhampur-I under Berhampur Sadara Police Station and **174 no. Lochapada** Mouza bearing **Khata no.495/5002** (Four hundred ninety five by five thousand two),

Plot No- 1212/10701 (One thousand two hundred twelve by ten thousand seven hundred one) Wet Ac.0.149 Dec. out of it from south Ac0.106 Dec.

2) **174 no. Lochapada** Mouza bearing **Khata no.495/5126** (Four hundred ninety five by five thousand one hundred twenty six),

Plot No- 1213 ³²⁹² (One thousand two hundred thirteen) Wet Ac.0.394 Dec. out of it from middle Ac0.048 Dec. Total Ac0.154 Dec. land and is bounded by:-

Thirteen Thousand Two hundred Ninety Two

- EAST** :-House of Bhajaram Patro.
- WEST** :-Road.
- SOUTH** :-Road.
- NORTH** :-House of Kali Charan Mahapatro & G. Ram Patro.

The above bounded plot are layout plot no.359, 360 & 361.

OWNER (FIRST PARTY)

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DEVELOPER (SECOND PARTY)

Lova Rani Pradhan

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C.R. Satapathy
Notary Berhampur 'Gm



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In witnesses whereof the parties have hereunto put, set and subscribe their respective hands and seals on the date, month and year first above written.

OWNER (FIRST PARTY)

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DEVELOPER (SECOND PARTY)

[Handwritten signature]

WITNESSES:

1. *[Handwritten signature]*
Suren Kumar Pradhan
S/O Anant Kumar Pradhan
Nilkanthanagar
Bijipur Ganjam

2. Alisha Pradhan
D/O - Suren Kumar Pradhan
Nilkanthanagar,
Bijipur, Ganjam



Sign Artists
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C.R. Salapathy
Brehmapur (Gm.)
Odisha
2020-12-18