

भारतीय गैर न्यायिक

सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

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सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

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L 255499

DEVELOPMENT AGREEMENT

This Agreement executed on this the 31st day of December, 2020.

BETWEEN

(1) **SUNITA GUPTA**, aged about 59 years, W/o Sri Desh Bandhu Gupta, by caste Hindu Punjabi, by profession- Business, resident of House No.11/4, Gupta's Ashiana, Near Health Care Nursing Home, Mahatab Road, Cuttack PO- AD Market, Cuttack, PS- Badambadi, Dist.- Cuttack, PIN-753012(Aadhaar: 4734 5674 2345, PAN: AEVPG6350G, Mobile No. 9776312020) and (2) **SMT. KABITA NAYAK**, aged about 38 years, W/o- Sri Rushikesh Nayak, by caste- Khandayat, profession- Business, resident of Plot No.42 (Rev. Plot No. 271/2145), Santoshi Vihar, Meherapalli, Canal Road Bhubaneswar, PO- Budheswari, PS- Laxmisagar, Dist.- Khordha, PIN-751006 (Aadhaar: 8912 0399 1248, PAN: ADNPN6946J, Mobile No. 9437076602), herein after called and referred to as 'the **Land Owners**' which expression unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, successors, executors, administrators and assigns of the **Party of the First Part**.

Sunita Gupta

Kabita Nayak



FOR TRINITY GREENSTATES LLP
[Signature]
Authorised Partner

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31-12-20

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Sumita Gupta

S.I.C.
Junit Cup
Kobita Nayak

[Signature]
31-12-20

DISTRICT TREASURY
KHURDA, BHUBANESWAR
22 DEC 2020

P.C. MOHANTY
STAMP VENDER
BHUBANESWAR COURT

DEVELOPMENT AGREEMENT

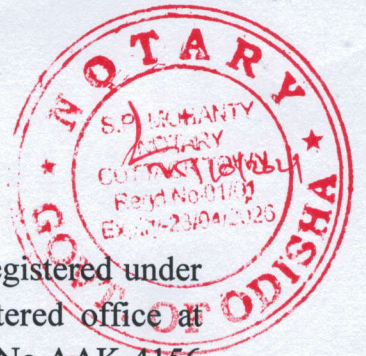
This Agreement entered on this the 31st day of December, 2020.

BETWEEN

1. MISS SUMITA GUPTA, aged about 50 years, who is the daughter of late Mr. ...
2. MISS KOBITA NAYAK, aged about 35 years, who is the daughter of late Mr. ...
3. MISS JUNITA CUP, aged about 30 years, who is the daughter of late Mr. ...

[Circular Stamp]
GOVT. ...
BHUANESWAR

Handwritten notes and signatures on the left margin.



AND

Trinity Green Estates LLP, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at Chandrasekharpur, Bhubaneswar, bearing LLP Identification No.AAK-4156 and PAN No. AAMFT8825G, represented by its designated and authorized partner **NAVAL MAHAJAN**, aged about 34years, S/o- Sri Desh Bandhu Gupta, residing at House No.11/4, Gupta's Ashiana, Near Health Care Nursing Home, Mahatab Road, Cuttack PO- AD Market, Cuttack, PS- Badambadi, Dist.- Cuttack, PIN-753012(Aadhaar: 7096 2653 1387, PAN: ARJPM4325P, Mobile No. 9776312020), herein after referred to as the **Designated Partner** who has been authorized to sign and execute this agreement and all other related documents concerning the transaction which expression shall mean and include its successor in interest, partners and assigns of the **Party of the Second Part**, herein after called and referred to as 'the **Developer**'.

WHEREAS

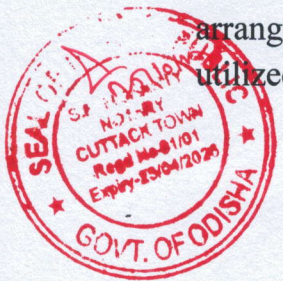
The demand for houses/flats has become multi fold during the last decade. With the object of providing independent flats / units to the prospective buyers, at affordable cost, the Developer has formulated a scheme for construction of multistoried building, over a compact land as setout in the schedule. With the object of providing independent flats / built up space to the intending purchasers, with emphasis on quality, the land owners and the developer have jointly conceptualized and formulated a scheme for construction of multi storied buildings, over a compact land belonging to the party of the first part.

Sumit Gupta
Kabita Nacepal

AND WHEREAS

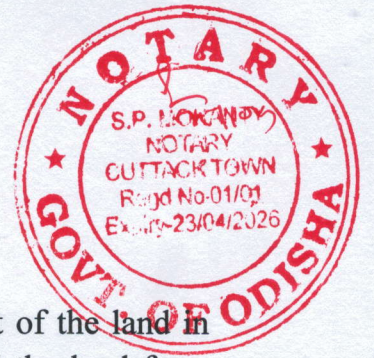
"Housing" is an intrinsic component in the socio-economic fabrics of our country. In a developing nation like India, the demand for housing stocks, both residential and commercial so far has not been seriously addressed. Shortage of residential / commercial units has assumed alarming proportion. The land owners have given an offer to the developer for construction of multistoried building over the land in question, out of the finance to be arranged by the developer, on space sharing basis which is to be exclusively utilized for residential/commercial accommodation.

FOR TRINITY GREENESTATES LLP
Sumit Gupta
Authorized Partner



AND WHEREAS

AND WHEREAS



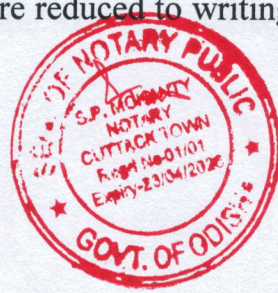
A delineation of the genesis and flow of title in respect of the land in question shortly stated is that the land owners have purchased the land from Smt. Urvashi Roul, W/o- Sri Chhabilendra Roul vide Regd. Deed of Sale No. 11132007675 dated 23/12/2020, registered at the office of the Sub-Registrar, Khandagiri, Dist. Khurda. Said Urvashi Rout had acquired the scheduled property by way of lease for residential purpose from the Govt. of Odisha vide Regd. Lease Deed No. 2451 dated 23/03/2001(executed on 22/03/2001) and subsequently purchased the reversionary interest of the Government in the said property to the extent of its permanent, transferable and heritable rights vide Regd. Conveyance Deed No.4948 dated 03/12/2002 (executed on 16/11/2002) and thus the status of the scheduled property had been converted from leasehold to free hold with effect from the date of registration of the Conveyance Deed, i.e. from 03/12/2002. In the latest Settlement, in which the RoR was finally framed and published on 14/11/2013, the said Drawing Plot being assigned Revenue Plot No. 6734, admeasuring Ac.0.147dcml has been recorded exclusively in the name of the said Urvashi Roul Khata No. 176(stitiban) of Mouza- Ghatikia. Although the revenue plot is classified as Patita in the RoR, but as it was initially demised by way of lease by the government and necessary premium to that effect has already been taken by the Government, the said plot is to be held as Gharabari (homestead) plot for all practical purposes.

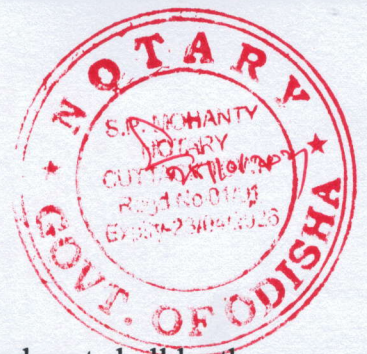
Sunil Gupta
Kabite Naayak

AND WHEREAS

The developer party of the second part has accepted the offer of the Land Owners party of the first part for construction of multistoried building over the compact land belonging to the party of the first part. The negotiation has crystallized into a concluded contract by the offer made and acceptance thereof. The builder / developer have agreed to construct and develop the complex entirely at its own cost and finance. Several terms and conditions have been mutually agreed upon by and between the parties and to avoid any future compliance, the terms so agreed upon are reduced to writing and culled below.

FOR TRINITY GREENESTATES LLP
[Signature]
Authorised Partner





AND WHEREAS

It is unequivocally declared that the party of the second part shall be the exclusive developer, for construction of the proposed multistoried building over the land belonging to the present land owners. Under the present agreement, the land owner has conferred and vested absolute right on the developer for causing development of the land by construction of multistoried building by investment of necessary finance, obtaining approval of the building plans, ensure successful construction and execution of the proposed multi storied / high rise building over the land in question, delivery of possession of the built up area in favour of the land owners, pertaining to their allocation as fixed and settled and marketability of the flats / units in favour of the intending purchasers in consonance with the terms and conditions agreed to by and between the parties and culled in the present agreement.

Sunita Gupta
Kachita Naayek

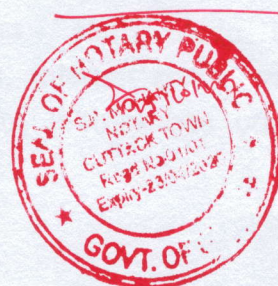
AND WHEREAS

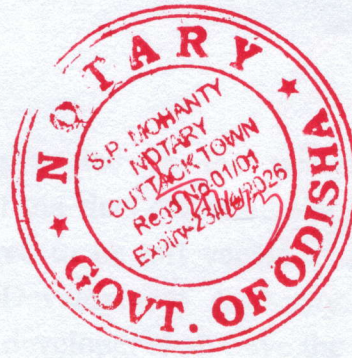
The essence of the present agreement is that the construction of the proposed multistoried building / high rise building shall completed within a **period of 36 months** from the date of approval of the building plans by the Bhubaneswar Development Authority or any other competent authority and final approvals granted by the Real Estate Development Authority. Considering the magnitude of the project and its successful construction execution and completion, marketability of the flats / units, financial implication and allotment and assignment of the built up space / flats / units in favour of the land owners as specified and crystallized in the development agreement, the party of the first part has delegated exclusive right on the developer for constructing and executing the housing scheme, with the dominant object of completing such project within the time schedule as far as the same is possible.

FOR TRINITY GREEN ESTATES LLP
[Signature]
Authorised Partner

Commencement :

This agreement shall commence from the 31st day of December 2020 (Two Thousand Twenty).





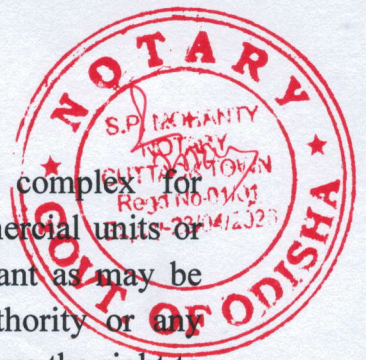
DEFINITIONS :

1. Unless in these presents, there is something in the subject or context contrary to and / or repugnant and or inconsistent thereto:
 - i) **Architect** :-shall mean qualified person eligible under the Architects Act, to be engaged by the party of the second part in its judgment for conception, designing, and supervising constructions of the proposed multistoried buildings over the land who may take structural designs from a structural engineer.
 - ii) **Planning authority** shall mean the Planning Member of the Bhubaneswar Development Authority and / or other Planning Officials of the said Authority or any other Competent Authority of the Bhubaneswar Development Authority or other authorities / agencies.
 - iii) **Multistoried building or high rise buildings** shall mean, the proposed multistoried building / high rise building to be constructed and executed over the land in question with provision for common facilities and amenities and conveniences and other infrastructural facilities like drainage and sewerage.
 - iv) **Building plans:-** shall mean the plans specifications, designs, prepared as per the provisions of Bhubaneswar Development Authority (Planning & Building Standards) Regulation and other law in force, to be sanctioned and approved by Bhubaneswar Development Authority or any other competent Authority including revised plans with such modifications and alterations which may be made thereto by the competent authority.
 - (v) **Prospective purchasers:** - shall mean, purchasers of independent flats / floor space / commercial units / shop rooms comprised in the proposed multistoried / high-rise buildings to be constructed over the land in question and adjacent land (if any).
 - (vi) **Common areas and facilities:-** shall mean and include corridors, stair case, lift rooms, internal roads, parking slots, generator rooms, security rooms, lobbies and other facilities,

S.P. Mohanty
Sumit
Kebita Neeprak



FOR TRINITY GREEN ESTATES LLP
S.P. Mohanty
Authorised Partner



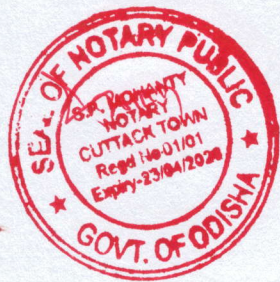
amenities and conveniences provided in the complex for beneficial use and enjoyment of the flats / commercial units or such area which may be required to be left vacant as may be directed by the Bhubaneswar Development Authority or any other competent Authority. The developer shall have the right to utilize the roads, passages, earmarked in the complex for effectually carrying out construction works.

- (vii) **Land** shall mean the area as described and delineated in the schedule written hereunder
- (x) **The land owners:** shall mean the party of the first part as set out in the cause title.
- (xi) **Builder / Developer:** shall mean **Trinity Green Estates LLP**, a limited liability partnership made under an agreement dated 28.08.2017, represented by its designated and authorized partner **NAVAL MAHAJAN**, aged about 34years, S/o- Sri Desh Bandhu Gupta.

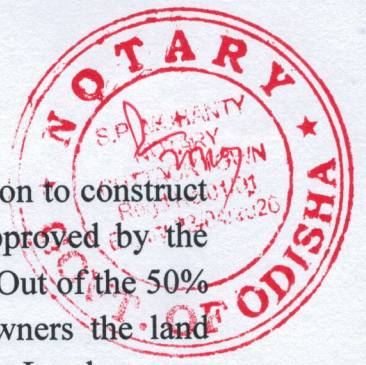
Sri Desh Bandhu Gupta
Sunita Gupta
Kabita Nayak

2. That upon execution of this agreement, the land owners shall deliver possession of the land with explicit right to cause development in favour of party of the second part, so as to enable the developer to initiate preliminary works and commence construction of multistoried / high rise building over the land inconsonance with the building plans to be sanctioned and approved by the Bhubaneswar Development Authority and or the Bhubaneswar Municipal Corporation or any other competent Authority.

3. It shall be the responsibility of the developer / party of the second part to prepare the building plans in consonance with the building norms and guidelines enjoined in the Bhubaneswar Development Authority, (Planning & Building Standards) Regulation and as per the guideline if any formulated by the Bhubaneswar Municipal Corporation, submit the same before the Bhubaneswar Development Authority / Corporation, deposit the necessary fees and charges and take all steps for expediting sanction of such building plans, obtain necessary "No Objection Certificates" from the concerned authorities, commence and complete the construction of the multistoried / high rise building over the land inconsonance with the permission / sanction to be accorded, within the time schedule as specified in this agreement herein-before.



FOR TRINITY GREEN ESTATES LLP
Naval Mahajan
Authorized Partner



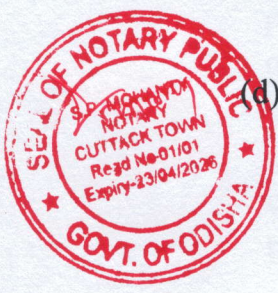
4. The parties have agreed and have taken conscious decision to construct multi storied building as per the plan that shall be approved by the competent Authority on sharing basis in the ratio 50:50. Out of the 50% share that to be allocated to the share of the land owners the land owners shall divide their share in the ratio 65:35. The Land owners hereby authorize the Developer and agrees further actions to execute the necessary General Power of Attorney to sell the residential units to be constructed over the land as described in the Schedule herein, including the undivided interest in the property subject to common enjoyment of the common facilities and receive such consideration and money from the buyers of such flats.

Sunita Nayak
Kabita Nayak

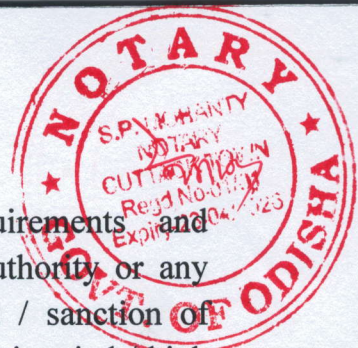
The Developer cannot sell and appropriate the money received in respect of the Land owners share as delineated above. However the Developer may sell the land owners share after getting an express written consent from the land owners and shall immediately transfer the proceeds thereof (excluding the taxes paid by the developer) to the land owners.

5. **OBLIGATION OF THE DEVELOPER IN THE MATTER OF APPROVAL OF BUILDING PLANS :-**

- (a) It shall be the obligation of the Developer to submit, pursue and follow up the building plans for obtaining necessary permission / sanction from the Bhubaneswar Development Authority, for commencing construction of the proposed multistoried buildings over the compact land.
- (b) All expenses / charges to be incurred for preparation of the building plan and other designs by the designated architect and the structural engineer and other expenses which may be incurred for obtaining approval / sanction of the building plan and / or any revised plan shall be borne by the Developer.
- (c) The requisite scrutiny fees for sanction of the plan(s), in respect of the multistoried building shall be borne by the Developer.
- (d) It shall be the responsibility of the Developer to expedite the process of sanction / approval of such building plan or plans, and if necessary, to serve statutory notice as enjoined in the Act and Regulation for obtaining "deemed approval".



Sunita Nayak
 Authorised Partner
 FOR TRINITY GREEN ESTATES LLP

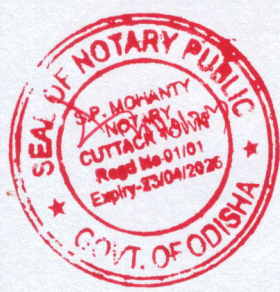


- (e) The Developer shall comply with the requirements and requisitions of the Bhubaneswar Development Authority or any other competent Authority for securing approval / sanction of building plans and the construction of the said multistoried / high rise building over the said land as set out in details in the schedule given below including the adjacent land and shall obtain necessary approvals / sanctions / no objection certificates from the authorities concerned. It shall be the obligation of the land owners, to extend necessary co-operation to the developer including filing any application for the aforesaid purpose before the concerned authorities.
- (f) The Developer shall fulfill all the criteria and pre-requisites as required under the Real Estate (Regulation and Development) Act, 2016 (RERA) before advertising for sale of flats. The Land Owners shall co-operate in all possible manner with the Developer to comply with the provisions of the aforesaid statute.

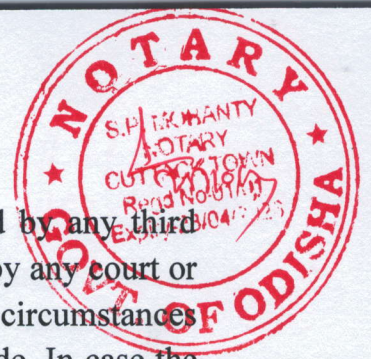
Sunita Gupta
Kabita Nayak

ESSENTIAL TERMS AND CONDITIONS :

- 6. The Developer shall commence construction of the proposed multistoried / high rise building in a substantial and workman like manner in accordance with the plans, specifications and elevations sanctioned by the Bhubaneswar Development Authority subject to any modification or variation to the said Plans(s) and specifications by the Bhubaneswar Development Authority or any other competent Authority as may be considered just expedient and proper by the developer under technical advice.
- 7. The proposed multi storied / high rise building over the compact land in question, shall be constructed under the direct control, supervision and guidance of the Developer and/ or their agents and out of their own finance.
- 8. The Developer shall make their best endeavor to complete / finish the proposed multistoried building in all respects so as to be fit for occupation and functional within **36 months** from the date of approval of the building plan by the Bhubaneswar Development Authority or any other competent Authority and grant of registration by the Authority constituted under the RERA, whichever is later, unless prevented by reasons / factors beyond the control of the Developer namely earth



FOR TRINITY GREEN ESTATES LLP
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Authorised Partner



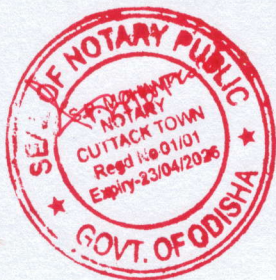
quake, civil commotions, strike, riots, litigation initiated by any third party including any order of injunction / restraint passed by any court or authority, or any other genuine unforeseen force majeure circumstances which cannot be contemplated or specified with exactitude. In case the entire project is not completed within the stipulated period on account of any of the aforesaid factors, the parties shall mutually decide the arrangement to be made to get over the impasse. In the event there is delay by the developer builder to complete the building complex and deliver possession thereof within 36 months, as undertaken, an **extension of six months shall be allowed to the Developer**. All the aforesaid force majeure reasons shall also operate during this extended period of 6 months. After that, if the builder is not able to complete construction of the building complex, the developer shall be straight away liable to pay monthly rental at the rate of Rs.5/- on allocated share of the land owners..

Sunita
Kabitra Neepey

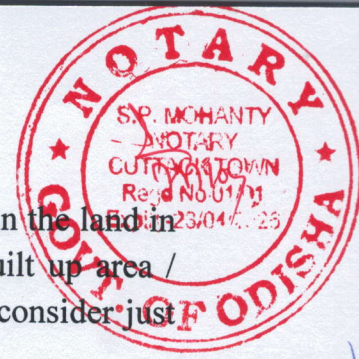
9. The land owners shall get the land demarcated by a Government Amin and handover peaceful possession of the land in usable condition to the Developer at thier own expenses.

10. **DUTY AND OBLIGATION OF LAND OWNERS / PARTY OF THE FIRST PART:-** The land owners / Party of the First Part hereby agree and covenant with the Builder / Developer as follows :-

- (a) Not to cause any interference or hindrance in the construction of the proposed multistoried buildings over the said compact land by the Developer.
- (b) Not to prevent the Developer from making negotiation with intending purchasers of flats / commercial units for assigning disposing or transferring built up space / super built up area / units comprised in the complex, specified as the entitlement / allocation of the Developer.
- (c) To grant permission to the developer, including execution of irrevocable general power of attorney, for entering into any agreement for sale, transfer, convey or assign or deal with said built up space / super built up area / units comprised in the complex, allotted and specified as the allocation of the Developer or any portion thereof in favour of the intending purchasers, on such terms and conditions as may be fixed and settled by the developer and shall duly convey and transfer the said built up area / flats comprised in the proposed building



FOR TRINITY GREEN ESTATES LLP
[Signature]
Authorised Partner



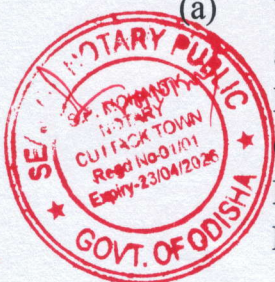
together with proportionate impartible undivided interest in the land in favour of any intending prospective purchaser of such built up area / flat on such terms and conditions, as the Developer may consider just and proper.

- (d) The land owner / party of the first part hereby grants permission to the Developer to enter upon the said land and with right and authority to commence, carry on and complete the construction of the proposed multistoried / high rise building in consonance with building plans to be approved and the permission to be granted by the competent Authority.
- (e) The land owner / party of the first part shall sign and execute necessary papers / documents, applications as may be required for the purpose of obtaining approval of the building plans and no objection certificates from the concerned statutory authorities.
- (f) The developer/party of the second part shall execute and register sale deeds, in favour of the intending purchasers of flats/ units selected by the Developer, transferring the floor space/built up space / units together with proportionate impartible undivided interest in the land, at the cost and expense of the intending prospective purchasers of the flats / commercial units to be selected and decided by the Developer pertaining its allocation of built up area / super built up area as agreed upon..
- (g) The Land owner has to carry out the necessary **mutation** of records/title to their names within a period of **18 months** failing which the developer shall take up the responsibility of the same and any expenses incurred for the same by the Developer shall be reimbursed by the Land owner.

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Kabita Neeraj

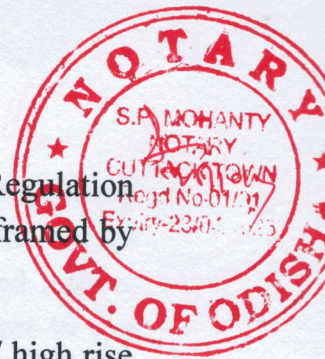
11. **RIGHTS, DUTY AND OBLIGATION OF THE BUILDER / DEVELOPER:-**

- (a) The construction of multistoried / high rise building shall commence after obtaining due approval / sanction of the building plans by the Bhubaneswar Development Authority and/or Bhubaneswar Municipal Corporation as well as necessary permission / sanction under Orissa Development Authorities Act, 1982 and the provisions of the Bhubaneswar Development Authority (Planning & Building Standards)



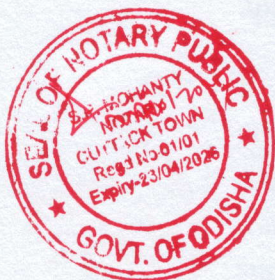
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Authorised Partner

Regulation and compliance of the provision of Real Estate Regulation and Development Act 2016 as well as the Rules there under framed by the Govt. of Odisha.

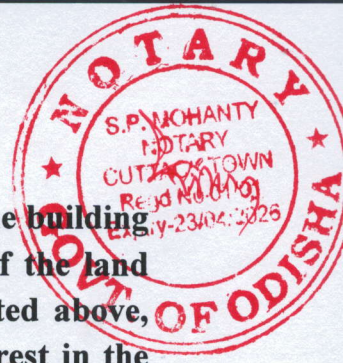


- (b) To complete / finish the construction of the said multistoried / high rise buildings within stipulated time i.e. **36 months** from the date of sanction of the building plans by Bhubaneswar Development Authority and final approvals granted by the Real Estate Development Authority, whichever is later, subject to force majeure clauses mentioned hereinbefore.
 - (c) Not to violate or contravene any legal provisions, regulations, bye laws etc. applicable for construction of the said proposed multistoried / high rise building, over the land in question.
12. The promoter developer shall make an application to the regulating authority under the RERA and shall disclose all information required to be provided under the Real Estate Regulation and Development Act 2016 and the Odisha Rules framed there under. Upon registration of the project, the authority shall issue a registration certificate to the developer which fact is required to be stated in various documents as well as the website in respect of the project in question registered under the Act.
13. It is further agreed to by and between the parties as follows :-
- (i) The property including the land over which construction of the multistoried/ high rise building shall be undertaken can be mortgaged, by the developer in favour of any financial institution for availing finance by way of bridge loan, with the knowledge and written consent of the land owners. However the developer cannot mortgage the land owners' share. The land owners will grant permission to the purchasers of flats / units in the complex to avail any finance from any bank or other housing finance institutions, for payment of the consideration amount in respect of the flats / units as fixed and settled. The developer as the constituted attorney of the land owner may sign the relevant documents, memorandum of deposit of title deeds for creation of equitable mortgage.

Sanita Singh
Kabita Nayak



FOR TRINITY GREEN STATES LLP
Shubh
Authorised Partner

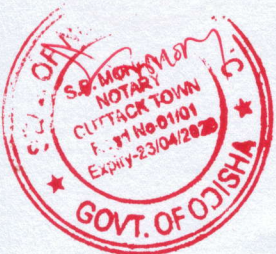


- (ii). The developer undertakes that after approval of the building plan, they shall issue allocation letter in favour of the land owners relating to land owners' share as delineated above, proportionate parking inclusive of undivided interest in the land. The parties here to shall also enter into a supplementary agreement defining their specific allocated share.
- (iii) Each flat / unit shall be provided with such facilities and amenities as may be decided by the Developer as per the advice of the designated architect.
- (iv) The land owner / party of the first part shall have the right to inspect the quality of building materials to be used for construction of the proposed multi storied building and as well as the progress and quality of the construction from time to time.
- (v) Regarding any type of tax liability with regard to the proposed multistoried/ high rise building, the liability of the Developer, shall be in respect of builders allocation of the built up area, out of the total built up area comprised in the proposed multi storied building and the land owners shall have liability on this score pertaining to the land owners' allocation of built up area in the proposed multistoried building as specified herein and to be specified more particularly in the supplementary agreement to be executed between the parties after obtaining the plan approval from the competent Authority..

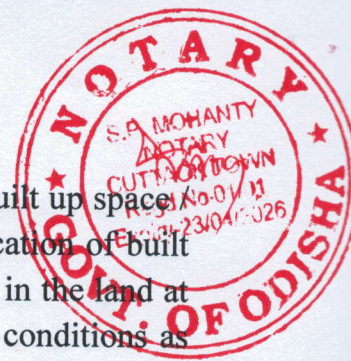
S.P. Mohanty
Kabita Nayak

14. It is once again agreed upon reiterated, and spelt out as follows :-

- (a) The Developer and the land owner / party of the first part shall be entitled to get the built up area / super built up area / parking space, comprised in the proposed multistoried / high rise building to be constructed as per the building plan to be sanctioned by the competent Authority The flats to be allocated to the Land owner after final approval of plan shall be in the manner as delineated hereinabove.
- (b) In consideration of the terms hereby agreed upon, the land owner confer upon the Developer the right of construction of the proposed multistoried / high rise building over the said land and also their right to transfer by way of absolute sale and assign the constructed space / super built up areas / flats in the proposed multi storied building



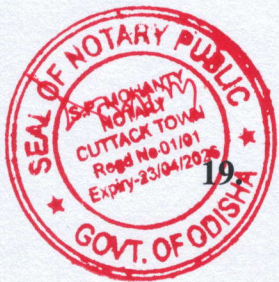
TRINITY GREENESTATES LLP
[Signature]
 Authorised Partner



specified as the entitlement of the Developer except the built up space flats / units / parking space specified as the owner's allocation of built up area together with the proportionate undivided interest in the land at such rate as may be fixed settled and on such terms and conditions as may be decided by them.

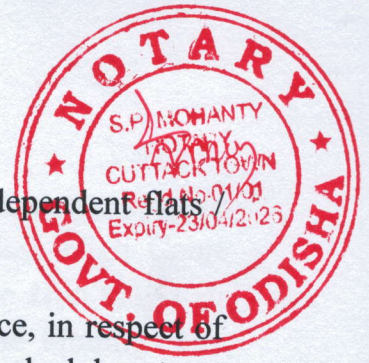
- 15. The Developer shall have the right to enter into agreements with prospective purchasers to sell, transfer and assign the constructed built up area covered under their specified allocation in the proposed multistoried / high rise building as per the terms and conditions as stated hereinbefore. The land owners or any person under their trust shall not raise any objection to such transfer, assignment. The agreement shall be in the form prescribed under the Real Estate (Regulation and Development) Act and the Odisha Rules.
- 16. The Developer shall be at liberty to appoint their contractors, supervisors, managers, architects, engineers other employees to carry out the construction works and the land owners will have no objection to such engagement of technical and other staffs by the Developer.
- 17. The Developer will be allowed to construct Pump Rooms, overhead water tanks and to fix cable. T.V. Antenna or install and provide any other system or facilities / amenities in the said building.
- 18. The Developer shall have the right to receive from the intending purchasers earnest money, and / or take advance, consideration amount in whole or in part, besides other dues, levies and charges as the case may be, for transferring their allocation of built up space / flats inclusive of proportionate impartible undivided interest in the land and to grant receipt(s) and execute such document(s) may be deemed necessary and to present the same for registration before the competent authority / authorities. The land owner hereby agrees to ratify all acts / deeds / things which the Developer shall lawfully do within the scope of the powers conferred upon the developer party of the second part under the terms of this agreement.

Smita
Kabir



The land owner hereby agree to execute and sign necessary applications documents, letters, power of attorney which may be required for carrying out the smooth construction of the proposed multistoried / high rise building and transfer of the flats / units/ built up space and to render all help and assistance to the Developer to facilitate the construction of the proposed multistoried / high rise building on the

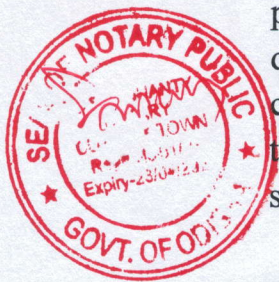
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[Signature]
Authorised Partner



said piece and parcel of land or the transfer of the independent flats units.

20. The land owner shall remain liable for any encumbrance, in respect of the said land as described identified and delineated in schedule set out below upto the date of this agreement and the Developer shall remain liable for all encumbrances / liabilities created after this date in relation to the land or proposed constructions.
21. Both the parties shall have the right to sue for specific performance of this contract / agreement or any other supplementary contract which may be executed for non-compliance of the terms and conditions spelt out in the contract and the suing party shall also have a right to recover cost and damages, if any.
22. That the land owners state and declare that they have absolute and indefeasible right title and interest over the land in question. In the event it is found that the land owners do not possess a good title or that they have a defective title in respect of the land in question, or that the Developer is not able to proceed with the construction and sale of the flats due to any defect(s) on part of the land owners, the Developer will be at liberty to rescind this agreement and shall be entitled to recover from the land owners the amount invested in construction/approval of plans and all other incidental expenses as presented by the developer up to such date. The Developer's assets and construction equipments and materials lying at the land shall not be in any manner disturbed by the land owners.
23. The name of the proposed multi storied building shall be decided by the Developer.
24. In case of any dispute and differences between the parties regarding interpretation of any of the terms and conditions, covenants, stipulated in this agreement, purport and implication of any of the covenants hereunder contained, the rights, powers, privileges and entitlements of the parties or any other incidental or ancillary disputes emanating from this agreement, the same shall be mutually resolved between the parties. If the parties fail to amicably resolve the differences, the dispute may be referred to an arbitrator to be appointed by mutual consent. In the event, the parties fail to arrive at such mutual consensus, the parties shall have the right to make necessary application under section 11(6) of the Arbitration and Conciliation Act, 1996 before the

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Kabite Naayak



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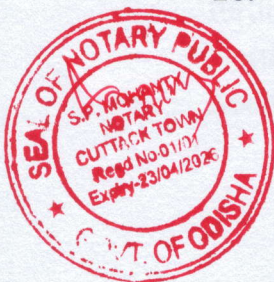
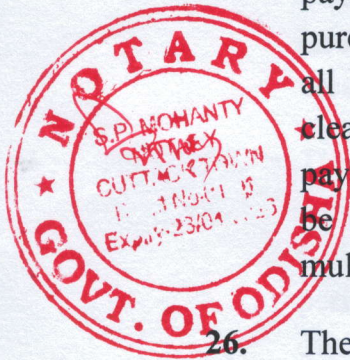
Hon'ble Chief Justice of Orissa for appointment of arbitrator to resolve the disputes. The arbitration shall be held at the Orissa High Court Arbitration Centre, Cuttack, subject to approval by the Hon'ble High Court. The decision of the arbitrator shall be final and binding. The jurisdiction of the Civil Court, Bhubaneswar is completely ousted to entertain and try any suit, action or proceeding arising out of any dispute by and between the parties flowing from this agreement.

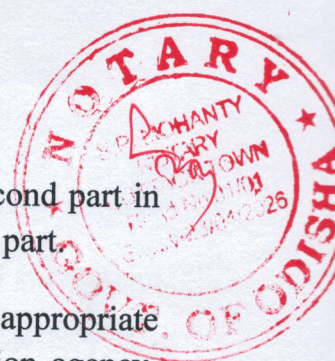
25. All stamp duty, registration charges in respect of the sale deeds to be executed in favour of the intending purchasers of flats and units payment of statutory levies, shall be borne and paid by the intending purchasers of the flats. It is agreed upon by and between the parties that all fees, expenses incurred for obtaining statutory permission, clearance, no objection certificates, approval of the building plan, fees payable to the designated architect, structural engineer, advocate shall be borne by the developer party of the second part, in respect of multistoried / high rise building.

26. The party of the second part on completion of the multistoried / high rise building shall make application in the prescribed form and manner as provided in the Bhubaneswar Development Authority (Planning and Building standards) Regulation, for submitting "completion certificate" in order to obtain "occupancy certificate" from Bhubaneswar Development Authority and/or any other appropriate authority / authorities with regard to the completion of the complex and the right of use and occupation of the flats / units by the purchasers and all other certificates which may be required to be obtained from different other authorities / agencies.

27. The party of the second part doth hereby undertakes covenants and states that they shall not contravene the provisions of any statute, rules, regulation in force which is applicable in the matter of construction of the proposed multistoried / high rise building over the land in question.

28. The status of the party of the second part shall be that of a developer with exclusive right to construct the multistoried / high rise building over the land, to be exclusively utilized for the purpose for which plan shall be approved, arrange necessary finance for execution of the work, commence and complete the said multistoried building and sale of the flats / units covered under their allocation on the strength of an irrevocable general power of attorney to be granted by the First Party.





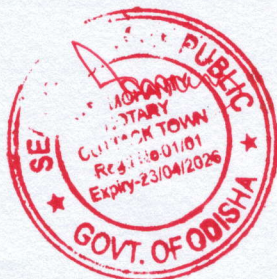
All acts, deeds, things lawfully done by the party of the second part in terms of this agreement is binding upon the party of the first part.

29. The Developer, during the construction period, may obtain appropriate electric connection from CESU or the concerned distribution agency. Upon completion of construction of the complex, the party of the second part shall submit necessary application as well as required amount as per the demands made, for installation of transformer, external electrification and ensuring electric connection from such transformer to the multistoried building. The developer and the land owner, shall proportionately bear the expenses to be incurred, for internal electrification, in respect of the built up area / super built up area pertaining to their respective allocation as fixed and settled.
30. The Developer hereby covenants and declares that it shall take effectual and appropriate steps for completion of construction of the multistoried / high rise building over the land in question, within the stipulated period and / or such extended period as may be allowed by the land owners and make the multistoried / high rise building functional in all respects as well as delivery of possession of the built up area earmarked as the allocation of the land owner.
31. All accounts between the parties hereto shall be settled at the office of the developer at Bhubaneswar.

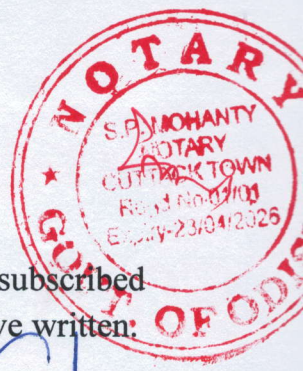
Chhanty Debroy
Sumit
Kabite Nayak

SCHEDULE OF LAND

Dist- Khordha, SRO-Khandagiri, Tahasil- Bhubaneswar, Thana- Chandaka, Thana No. 50, Mouza- **GHATIKIA**, **Khata No. 176** (One Hundred Seventy Six), Stitiban, **Plot No. 6734** (Six Thousand Seven Hundred Thirty Four), Residential Plot, **Area: Ac.0.147dcml** (One Hundred Forty Seven Decimals), as per scale:1 Acre=1000dcml, Full Plot, Vacant Land, corresponding to **GA Drawing Plot No.390(C)**, extent: 70' X 90' as per Drawing No. B/360, further corresponds to Sabik Khata No. 443, Plot No.52(Pt.), bounded by North- Drawing Plot No.389, South- Road, East- Drawing Plot No.391, West- Road together with all easements appurtenant thereto.



FOR TRINITY GREENESTATES LLP
Authorised Partner



IN WITNESS WHEREOF the parties have hereunto have set and subscribed their respective hands and seal on the date, month and year first above written:

Sunita Singh,
Kabita Nayak

Witnesses

1. *SK. Adil*
SK Adil
Odiya Bazar
P.O: Buxi Bazar
P.S: Dalbagh.

**Signature of the Party
of the First Part.**

2. *Abhirup Sinha*
Abhirup Sinha
Machua Bazar
P.O - Buxi Bazar
P.S - Manglabagh

FOR TRINITY GREEN ESTATES LLP

Abhirup Sinha
Authorised Partner

**Signature of the Party
of the Second Part.**

Certified that the executants are my clients and this agreement has been drafted by me as per the instructions expressed by the parties, who have been read over and explained the content, effect and implication of the various terms conditions and covenants spelt out in this document and the executants having clearly understood the same have executed this document in my presence.



SUBRAT DAS
Advocate, Bhubaneswar