

INSTRUMENT NOTARISED

Vol. II Sl. No. 1365 Date 13 NOV 2020

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL



Regd. No. 1365/2020 Mob: 9891096122

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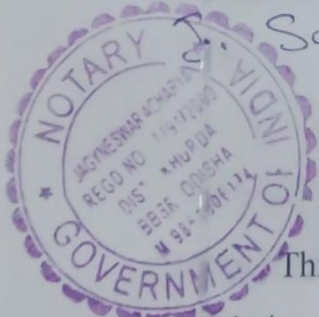
L 391744



Sahoo

Bhagirathi Sahoo

[Signature]



**DEVELOPMENT AGREEMENT.**

This Development Agreement is made and executed on this the 13th day of November, 2020 at Bhubaneswar, by and between:

(1) SMT JYOTSNA SAHOO, aged about 68 years, w/o.-Sri Bhagirathi Sahoo, d/o.-Late Sri Hadibandhu Sahoo, by Caste- Gudia, by profession- Housewife, PAN: ADRPS5462N, Aadhar No.9360-7722-4540, Mob:- 9040033226 and (2) SRI BHAGIRATHI SAHOO, aged about 73 years,

1 w/ Sri Bhagirathi Sahoo  
w/2 Himanshu Sahoo

For Stalwart Projects Pvt. Ltd.

Managing Director

Smt Jyotsna Sahoo  
Bhagirathi Sahoo

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DISTRICT TREASURY  
Khyber Pakhtunkhwa  
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Jagyneswar Notary  
Notary, Govt. Of India  
Odisha, BPSR, Dist. Khordha  
Regd. No. 7791/2009  
Mob:- 9861006174  
12/11/2022

s/o.- Late Sri Sanatan Sahoo, by caste- Gudia, by profession- Retd. PSU Servent, PAN: AIWPS7742P, AADHAR No.4999-9648-4751, Mob:- 9040033224, both are permanent resident of resident of Plot No-1145, 1146, Jagamara, Gandamunda Square, Bhubaneswar-751030, Dist- Khordha, Odisha (HEREINAFTER called as the **"FIRST PARTY MEMBERS/LAND OWNERS"**, whose expression unless repugnant to the context shall mean and include all their Legal heirs, successors, administrators, assignees etc) in One Part (First Party).

**A N D**

**M/s. STALWART PROJECTS PVT. LTD.**, incorporated under the Indian Companies Act 1956, CIN-No.U450010R2011PTCO13975, PAN- AAQCS1757F, having its Registered Office at Plot No.-1, Sailashree Vihar, PS-Chandrasekharapur, Bhubaneswar - 751021, Dist.- Khordha, represented through its Managing Director Sri Sharat Kumar Sahu, aged about 54years, S/o. Late Narahari Sahu, AADHAR No.4675-2299-2428, Mob-9040042622 (HERE IN AFTER called as the **"SECOND PARTY/DEVELOPER"**, whose expression unless repugnant to the context shall mean and include all its successor, representatives, administrators, assignees etc) in Other Part(Second Party).

**WHEREAS** the First Party No-1 (one) in the recorded owner in peaceful possession over the Plots having Plot No.s- 1146 & 1145 measuring areas of Ac.0.046 dec. and Ac.0.048 dec respectively (Total area of Ac.0.094 dec) under Sthiban Khata No- 1133/1954 of Mouza- Bhubaneswar Sahar, Unit No-20, JAGAMARA being purchased the same through Regd. Sale Deeds.

For Stalwart Projects Pvt. Ltd.  
Managing Director

Sri. Sarat Kumar Sahu  
Managing Director

NOTARY  
REGD NO. 7791/2009  
BPSR, DIST. KHORDHA  
ODISHA

2 D. / Vijay Kumar

W-2. Anand Kumar Nayak

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Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

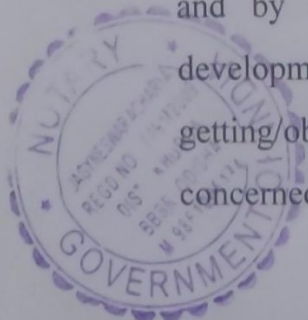
AND WHEREAS the First Party No-2 (two) namely Sri Bhagirathi Sahoo is the recorded owner in peaceful possession over the Plots having Plot Nos- 1145/2852 & 1146/2853 measuring areas of Ac.0.062 dec. and Ac.0.046 dec respectively (Total area of Ac.0.108 dec) under Sthiban, Khata No- 1133/66 of Mouza- Bhubaneswar Sahar, Unit No-20, JAGAMARA being purchase the same through Regd. Sale Deeds.

AND WHEREAS the First Party Members are the owners and in possession over their respective self acquired lands (further mournfully described in the schedule below and herein after referred as "SCHEDULE PROPERTY") which they have purchased separately from out of their own income and savings, have desires its commercial exploration and search for a builder/developer to develop and make construction of multi-storeyed residential cum commercial complex over the Schedule Property ( herein after referred as PROJECT), and on such the Second Party introduce itself as a reputed and experienced builder/developer, has offered the First party members for timely completion of the said development & construction of the project over the Schedule Property at its own cost, risk & responsibilities on sharing basis of 50% ( Fifty percent) constructed area of the project between the First Party & Second Party as consideration against schedule property. The Second Party further undertakes to develop the project, and shall construct the multi-storeyed building by strictly adhering to the building plan to be approved by Bhubaneswar Municipal Corporation ( BMC) and by complying all statutory requirements applicable for such development/construction of project over the schedule Property by getting/obtaining all permissions, NOC, Clearance etc. from the concerned Authorities at its own cost and risk without making the First

For Stalwart Projects Pvt. Ltd.

*[Signature]*  
Managing Director

S. Sahoo  
Bhagirathi Sahoo



3 W.A. Anjan Kumar

N-2 Anand Kumar Nayak

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15/11/22

Jagyneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
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Party liable for any violation whatsoever. To such offer of the Second party the First Party Members have accepted the same with said consideration of fifty percent share in the project on the following terms and conditions as agreed upon by both the parties mentioned in details hereunder.

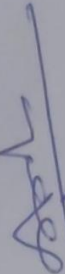
**AND WHEREAS** the First Party members herewith declares that the Schedule Property is under their exclusive possession with absolute Right, Title & Interest, free from all encumbrances, Litigation, attachment, charge, acquisition etc. and that they have not made/created any third party interest of the Schedule Property in any manner whatsoever.

**NOW THIS PRESENT WITNESSES AND HEREBY AGREED BY BOTH THE PARTIES HERE TO AS FOLLOWS:-**

1. The First Party Members have an absolute and indefeasible right, title & interest over the Schedule Property and have absolute authority & competency to confer & vest right upon the Second Party to undertake the Development of the project of residential cum commercial complex over the Schedule Property.

2. The Second Party shall prepare the building Plan/ drawing, elevation of the said residential cum commercial project by engaging qualified Architect and the detail structural plan from qualified Structural Engineer at its own cost, and after getting it vetted from the First Party members shall submit the same before Bhubaneswar Municipal

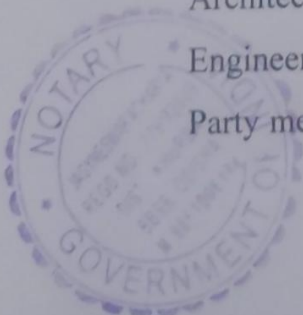
For Stalwart Projects Pvt. Ltd

  
Managing Director

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Ajaykanti Subro

4. At 1. Anil Kumar

W-2. Anand Naray

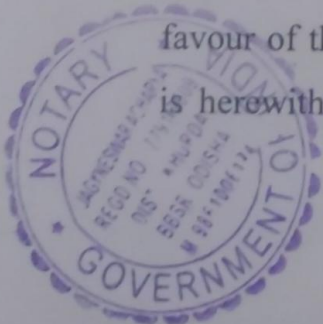


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Corporation (BMC) for its approval and shall take all such steps for its approval by depositing necessary fees and submitting required papers, documents, clearances etc. at its own cost. The First Party members herewith undertakes to extend their full co-operation by signing any such paper, documents ( if any) as will be required for the same.


3. The Second Party shall construct the said multi-storeyed building strictly in accordance with the sanctioned/approved building plan without any deviation, and shall not construct any unauthorized construction in the schedule property. In case at any point of time it is found that the Second Party has made any deviation and/or made any unauthorized construction, in that event it shall be sole responsibility of the Second Party to get it regularized by paying penalty etc or remove the same at its own cost and risk. In any such event the First Party Members shall not be held responsible and/or liable.
4. The Second Party shall make quality construction of the project building with its structural stability, utilizing the best quality of construction materials, Electrical, PHD and finishing items as per the specifications more fully described in the Schedule below and herein after referred as SCHEDULE OF SPECIFICATION.
5. The First Party Members on good faith have already executed a Notarised General Power of Attorney (GPA) dated 15-07-2020 in favour of the Second Party in respect of the Schedule of Property. It is herewith consciously decided that the First party members shall



5 W-1 Himanshu Kumar

W-2 Anand Kumar

For Stalwart Projects Pvt. Ltd.

  
Managing Director

S. Sahu  
Bhagirathi Sahu

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Jagyneswar Acharya  
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Odisha, BBSR, Dist-Khordha  
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Mob:- 9551006174

cancel the said notarized GPA with the consent of the Second Party as a Registered General Power of Attorney is executed vide **GPA ID No. <sup>1132006697</sup> 1132006696 dtd.13.11.2020** in respect of the Schedule Property authorizing the Second Party for Development of the project and to sale its 50% of Builder/Developer's share in the project. This agreement is a part and parcel of Regd. General Power of Attorney executed by the first party in favour of the second party vide **GPA ID No. <sup>1132006696</sup> 1132006697 dtd.13.11.2020**.

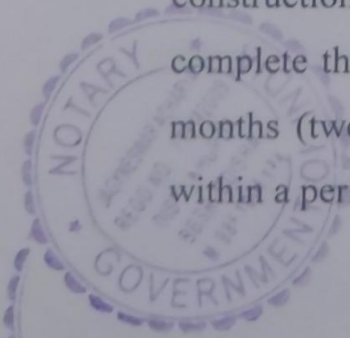
For Stalwart Projects Pvt. Ltd.

Managing Director

6. The Second Party shall take all initiatives for approval of the building plan over the Schedule Property under the ODA Act from the authority and registered it with Odisha Real Estate Regulatory Authority (ORERA) at its own cost and expenses.
7. The Second Party shall take all endeavour to get the Building plan Sanctioned/Approved. Further the Second Party shall not be entitled to issue any allotment letter, execute any Agreement for sale, take any advance/booking amount from any customer against any commercial unit, flat of the project till the approval of the building plan , and distribution/allotment of the 50% share with specific identity numbers of the Flats/units between the First Party Members and Second Party through a supplementary notary agreement within 07 (Seven) days from the date of approval.
8. Considering the Financial implications and magnitude of construction, the Second Party voluntarily herewith undertakes to complete the construction of the project work within a period of 24 months (twenty-four months) from the date of approval of plan or within a period of 36 months from the date of handing over the plot to

S. Sahoo

Bhagirathi Sahoo



6 W-1 Anil Kumar

W-2 Animesh Nayak

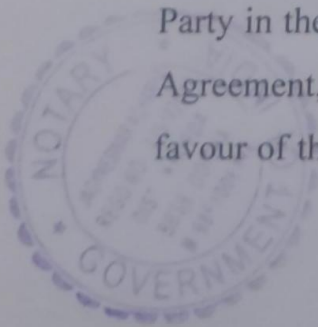
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Regd. No.-7791/2009  
Mob:- 9861009174

the Second Party, whichever is earlier and shall handover the physical possession with Keys of the allotted Flats/units to the First Party Members. However there will be a grace period of 06 (Six) months for any unforeseen events / natural calamities which is beyond the control of both the parties. In case of any delay in completion of the project beyond the said agreed tenure of 30 ( thirty) months from the date of plan approval, the Second Party shall compensate Rs- 1,00,000/- (Rupees one lakh only) per month to the First Party members for every month of delay to compensate the loss of rent of the First Party members against their allotted Flats/units. On payment of such monthly compensation, the tenure of the construction beyond 30 months shall be extended for a further period of Six months (maximum). If even then the Second Party will fail to complete the project in all respect within that extended period of Six months ( i.e. with total period of 36 months from the handing of the plot to the Second Party), in such event the First Party Members shall have exclusive right to unilaterally cancel the Regd. General Power of Attorney by taking over the possession of the Schedule Property with such uncompleted project/constructed work by terminating this Development Agreement without any notice. In such event the First party members shall have the sole right to complete the remaining works of the project by engaging any other Builder/Developer/Contractor at their (First Party Members) discretion. In the event of such, the amount so invested by the Second Party in the project as on the date of termination of the Development Agreement, along with the Security Deposit shall stands forfeited in favour of the First Party members, and on such forfeiture, the Second

For Stalwart Projects Pvt. Ltd.  
Managing Director

S. Sacha  
Bhagirathi Sahas



W-1 Anil Kumar  
W-2 Anamika Lakshmi



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Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
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Party shall have no right what so ever to claim any invested amount, loss, damages, interest etc. from the First Party Members.

9. Allocation of built-up space/constructed space:

The party of the First Part (Land owners) will be allocated 50% built-up area together with Parking space (against total built-up area to be constructed over the Schedule property/project lands) from each floor with proportionate undivided share in project land. This is the full and final entitlement / settlement of the land owners against their land and the party of the First Part shall not be entitled to any other settlement / entitlement. The rest 50% built-up areas together with parking space is the entitlement of the party of the Second Part and party of the Second Part shall be free to deal with and dispose of these built-up areas as per there free will without any limitations or restrictions. This built-up area is restricted to base FAR i.e. 2 FAR. Beyond 2 FAR the built up area is to be purchased from BMC and it will be shared equally by both. If in case the built-up area entitlement of the party of the First Part is less than the built-up area of one full/complete flat/unit, then the party of the First Part shall have the preferential rights to retain one more full/complete flat/unit on paying the deferential cost to the Second Party. Such compensation shall be by way of payment of account payee cheques on the selling price per square feet of that project/complex. In case the First Party will forgo their preferential right, same modalities will be applicable vice-versa for the Second Party against compensation of deferential amount to the First Party Members.

For Stalwart Projects Pvt Ltd  
Managing Director

S. Sahoo  
Bhagirathi Sahoo



W-1 Anjay Kumar  
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W-2 Himanshu Nayak

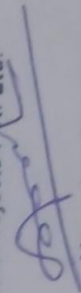
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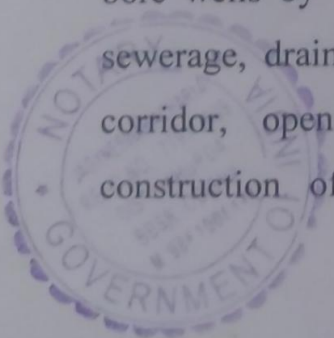
10. The Second Party shall construct the project building at its own cost/expenses and risk by engaging its own Engineer, Supervisor, Contractor, Labour, Manager, Security guard etc. and by strictly adhering to all such law, rules, Regulations, ordinance, Government instructions etc. applicable for such constructions, and by prior obtaining all clearances such as Fire, Electricity, Water, Sewerage, Pollution Control, Labour Clearances, Airport NOC Clearance etc. from the concerned authorities if applicable. The First Party members shall not be held responsible and/or liable for any such violation of any Law, acts and rules. In the event of any such acts, it would be the sole responsibility of the Second Party pay the Penalty/ damages/ compensations etc.

11. The Second Party shall get insured the construction of the project and the labours, manpower & machineries to be engaged for said construction at its own cost, and shall strictly follow all safety measures of life & property.

12. The Second Party shall make all constructions of the project with, multi-storied habitable residential cum commercial building with full finishing and all fittings such as electrical, PHD, Sanitary, Rain Water Harvesting, Water Tank for water supply to each and every unit/flat of the project, arrangement for source of water through 2 bore wells by installing water pumps, discharge and drainage of sewerage, drain, rain, waste water, common lightings in stair case, corridor, open space, parking area, common area, garages, construction of compound wall, security room, installation of

For Stalwart Projects Pvt. Ltd.  
  
Managing Director

B. Sahoo  
Pragathi Sahoo



W. L. Anjan Kumar  
W. 2 Himanshu Nayak

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Notary, Govt. of India  
Odisha, BBSR, Dist-Khurda  
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generator for uninterrupted energy supply, installation of Two numbers Lifts, overhead tanks, UGR etc.at its own cost/fund.

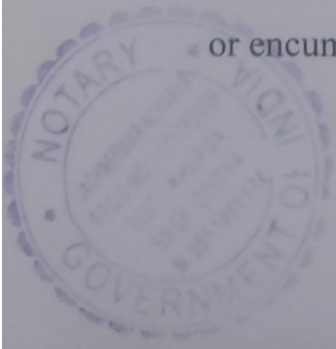
13. The First Party members hereby confers and vests absolute right and authority upon the Second Party to commence carry out and complete the construction of the Project in accordance with the approval/sanctioned building plan, and shall not interfere or obstruct the construction of the project building over the schedule Property, unless the Second Party violates the essential terms and conditions of this agreement.

14. The First Party members shall not prevent the Second Party from entering into negotiations with intending purchasers of flats/units for disposing or transferring the developers/second party's allocated 50% share of the total built-up area of the project. However the Second Party shall ensure not to allot or sale any Flat or commercial unit to any person against whom any case/trial is pending or disposed of involving grave offence/crime. In this regard the Second Party shall obtain declaration from each and every person to whom allotment to be made by it for cancellation of the allotment and sale in any such event.

15. The First Party Members shall not to enter into any agreement with any third party in respect of the Schedule Property or any portion thereof, and shall ensure that the land is not subjected to any change or encumbrance.

For Stalwart Projects Pvt. Ltd  
Managing Director

G. Sahoo  
Abhagirathi Sahoo



W-1 Anil Kumar

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W-2 Animesh Nayak

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Jagyneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khorda  
Regd. No.-7791/2009  
Mob:- 9861006174

16. The First Party members shall at the request of the Second Party undertake to sign and/or execute any further documents, affidavits, applications etc. as may be necessary from time to time to be produced before any Office/Authority required for completion of the project.
17. The First Party Members shall have the right to inspect and supervise the project for ensuring the quality of the construction and progress of the project work, by themselves. And in case of any defect in construction, finishing or violation of any rules, laws or terms and condition of this Agreement is found, the Second Party immediately shall have to make the same right or rectify the same at the instruction of the First Party. Till such defects is rectified or completed with by the Second Party, the Second Party shall be debarred to continue with any further construction or other works. In that event the Second Party shall not claim any extra time/period for such delay caused by it beyond the scheduled tenure.
18. The First Party members in furtherance to this Development Agreement, shall also execute a Registered General Power of Attorney jointly in favour of the Second Party authorizing it/him for development of the project, with power to execute any Agreement for sale, receipt of consideration money, sale/lease and deliver possession of its (Second Party) fifty percent (50%) allotted shares of Unit/Flat/commercial space with built-up/super built-up area in the project, together with parking space/ garage, and proportionate undivided importable land of the Schedule property to the intending/prospective customers/ purchasers as per its discretion.

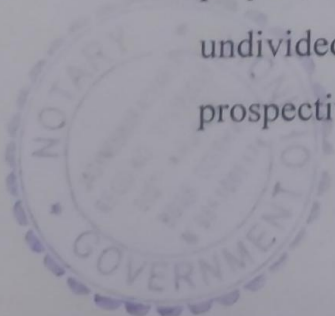
For Stalwart Projects Pvt. Ltd.

Managing Director

S. Sahoo  
Bhagirathi Sahoo

11 W-1 Anirudh Kumar

W-2 Anamsha Lepa



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15/11/2022

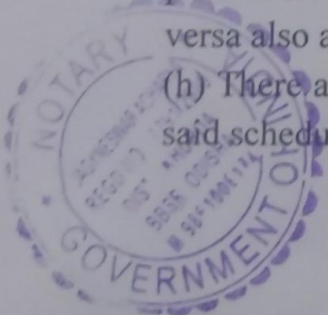
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Odisha, BBSR, Dist-Khurd  
Regd. No.-7791/2002  
Mob:- 9861006174

19. The party of the first part agrees and covenants with the developer as follows:

- (a) Not to interfere or obstruct the construction of the proposed building over the said land unless the developer violates the essential terms and conditions as agreed upon and stated in their agreement.
- (b) Not to prevent the developer from entering into negotiations with intending purchasers of flats/units for disposing or transferring the developer's 50% allocation/entitlement of the total built-up area of the building to be constructed and executed over the said land.
- (c) Not to enter into any agreement with any third party in respect of the land in Question or any portion thereof and shall ensure that the land is not subjected to any charge or encumbrance.
- (d) The Party of the First Part hereby confers and vests absolute right and authority upon the developer to commence carry on and complete the construction of the multi-storied building in accordance with the approval/sanction accorded by the Authority.
- (e) Bear, pay and discharge all outgoings such as rates, cesses, charges and taxes, payable to anybody/ authority/ statutory authority relating to the said Schedule Property till the date of signing of this development agreement.
- (f) The first party shall not do any act, deed, matter or thing whereby or by means whereof the approvals, permissions and sanctions granted by the appropriate authority, for the development of the schedule property is or may be or likely to be cancelled terminated or otherwise made invalid and inoperative.
- (g) The Party of the First Part shall at the request of the developer undertake to sign and execute further documents, affidavits, applications as may be necessary from time to time for completion of the project. The Party of the First Part further undertakes to sign all required sale deeds/construction agreements etc. with the flat purchasers pertaining to the developer share in the project and vice-versa also applicable for Second party, as and when necessary.
- (h) There are no encroachments or unauthorized constructions on the said schedule property.

For Stalwart Projects Pvt. Ltd  
Managing Director

G. Saha  
Bhagwati Saha



12  
W1 Ajay Kumar  
W2 Anamika Nayak

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Jagyneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 981005174

(i) The title of the owner to the said property is clear and marketable and free from all encumbrances and that there are no covenants and /or restrictions prohibiting or impeding the development of the said property in terms of these presents.

(j) The said property is free from mortgages, charges, lien, litigation, acquisitions, attachments or other encumbrances and that if at any time hereafter should any such encumbrances arise, the owner undertakes to remove and settle the same at his/her/they own cost to the satisfaction of the Developer

(k) He/She/They has/have not received any notice of acquisition or requisition of the Schedule property or any part thereof from the Government/statutory or any other Authority or court.

(l) There are no tenants/licenses and occupants, authorized or unauthorized, on the Development Land and no other person has any claim in respect thereof.

(m) There are no proceedings, pending or threatened, against the Owner under the provisions of the Income Tax Act, 1961 or any other tax law in force in India for the time being and that no notice has been received or served on the Owner under Rules 2, 16, 21 and 51 of the Second Schedule to the Income Tax Act, 1961.

(n) That the Owner / First party of the First part or his prospective purchaser, on completion of the apartment in all respect, will bear the proportionate cost of the maintenance expenses like electricity and water charges, sweepers salary, watchmen's salary and other common expenses, which will be decided by all the flat Owner's, on forming a society or as decided by them. Society charges will be borne by the each purchaser equivalent to other dwellers of the apartment.

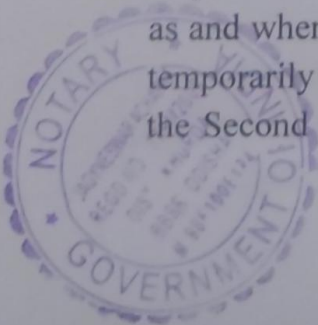
(o) The First Party members further states that they will produce all the original documents related to the scheduled property for Inspection of ORERA/BMC/Bank official and any other authority, or as and when required the First Party Members at their discretion may temporarily handover the Original Title documents within 48 hours to the Second party with proper acknowledgement with undertaking to

For Stalwart Projects Pvt. Ltd.

Managing Director

G. Saha

Shagiriathi Saha



13 w/ Anirudh Saha

w/2 Anand Kumar Saha

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15/11/20

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Notary, Govt. Of India  
Odisha, BBSR, Bhubaneswar  
Regd. No.-7791/2009  
Mob:- 9861006474

return the same to the First party members soon after it being inspected by the said authorities.

20. The Second party hereby also undertakes to do a furnishing work in one 3 BHK flat at its own cost.

1) 4 No.s Branded Split AC of 1.5/2ton each, 2) Modular Kitchen with Branded Chimney, 3) Cup Board in each Bedroom, 4) Crockery Unit and Gypsum ceiling work in Drawing and Dining & 5) 2 No.s Water geyser.

21. The Second Party has paid today i.e. on the date of agreement an amount of Rs.50,00,000/- ( Rupees Fifty Lakhs) only to the First party members through Cheque No.000284 dtd.13.11.2020 of ICICI Bank, Sahid Nagar-II Branch, Bhubaneswar for an amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs) only in favour of Jyotsna Sahoo and Cheque No.000283 dtd.13.11.2020 of ICICI Bank, Sahid Nagar-II Branch, Bhubaneswar for an amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs) only in favour of Bhagirathi Sahoo towards security deposit, out of which Rs.10,00,000/- (Rupees Ten Lakhs) only is non-refundable and the balance Rs.40,00,000/- (Rupees Forty Lakhs) only will be refunded by the First Party members to the Second Party without any interest within 30 days from the date of receiving the possession with Keys of their share of Commercial Unit and residential Flats of the project. If the party of first part will not refund the security amount of Rs.40,00,000/- (Rupees Forty Lakhs) only to the party of 2<sup>nd</sup> part then the land owner / the party of 1<sup>st</sup> part have to pay the interest @18% after 30 days from the date of hand over /completion of projects for delayed period.

For Stalwart Projects Pvt. Ltd

Managing Director

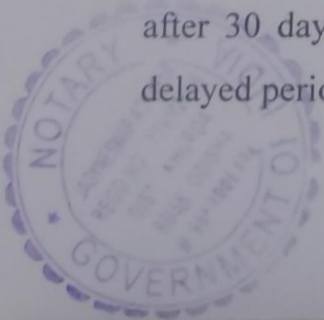
S. Sahoo

Bhagirathi Sahoo

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W-1 Anjali Sahoo

W-2 Anamika Nayak



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15/11/20

Jagyneshwar Anandya  
Notary, Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. 7751/2009  
Mob:- 9861006174

22. It is mutually decided that the party of the first part / the land owner will vacate & hand over the premises to the party of the second part / the developer before 31<sup>st</sup> December, 2020 for approval of Plan. However, the First party will hand over the existing 06 nos. of shop rooms situated over the Schedule Property by 31<sup>st</sup> January 2021.

23. It is the sole responsibility of the Second Party to apply for and collect/get the Occupancy Certificate from Bhubaneswar Development Authority/ BMC in respect of the project.

24. The Second Party shall be at liberty to appoint its own contractors, staffs, supervisors, managers, engineers; labours etc. to carry out the construction works and First party members will not have any objection for the same.

25. All the labourer, workmen, technical persons, manager, supervisor, security guards, contractors etc. to be engaged by the Second Party in the project work in the Schedule Property shall be treated as the employees of the Second Party. The First Party members shall not be liable to pay any wages, salary, damages, compensation etc. to any such engaged persons. In case of any dispute/case/proceedings etc. relating to such engaged persons under any Labour, civil, criminal Law, service law before any Court of Law, Tribunal, Authority etc. it shall be the sole responsibility and liability of the Second Party to comply with any Order, Judgment, Award etc. at its own cost and risk.

For Stalwart Projects Pvt. Ltd  
Managing Director

S. Sahoo  
Bhagirathi Sahoo



W-1 Anil Kumar Sahoo

W-2 Anand Kumar Sahoo



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13/11/22

Jagyneswar Acharya  
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Odisha, BBSR, Dist. Bargarha  
Regd. No.-77915239  
Mob:- 9861006174

26. The Second Party shall be exclusively responsible and liable for any accident and/or incident to be cause during the period of construction of the project building, and shall also be solely responsible and answerable before any Court of Law, Tribunal, Authority etc. The First Party Members shall not be responsible and/or liable in any way whatsoever for any such incident.

27. The Second Party shall indemnify the First Party members and keep them harmless in respect of all claims, damages, compensations, or expenses payable in consequence of any injury or accident sustained by any person employed or engaged by Second Party in the project and for violation of any act, Rules, Regulations, Laws etc.

28. The First Party at its own cost shall have to pay/clear all kinds of tax liability including GST etc. pertaining to the 50% share of land owners share/ the First Party members in the project.

29. The Second Party at its own cost shall make installation of Transformer and substation for the entire complex of the project.

30. The party of First part will not object if the party of Second part makes addition of land, situated at the back side of the Schedule land of the party of 1st part. The Second Party will bear the entire cost of acquisition of said back side lands FROM its real owner (s) and on such acquisition the party of 2<sup>nd</sup> Part may construct a separate complex to which the party of the first part will have no objection what so ever. At that time both the building will be taken as one unit for the purpose FAR calculation and the total approval area so obtained will be proportionately shared by both the party as per ownership of Land Area. However, the front apartment constructed over the schedule property will be shared equally between 1<sup>st</sup> party and 2<sup>nd</sup> party only (50% each).

For Stalwart Projects Pvt. Ltd.

*[Signature]*  
Managing Director

S. Saha

Abhijit Saha



*[Signature]*

*[Signature]*

*[Handwritten signature]*

Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurd  
Regd. No. 7791/2009  
Mob:- 9861006174

31. The Second Party shall be responsible and liable for the safety of its all building materials and machinery at the project site.

32. The name of the Project will be decided by both the parties.

33. It would be the sole responsibility of the Second Party to form the Society of the inhabitants/owners of the Commercial unit/Flats of the project under the Apartment Ownership Act. And to maintain the Project along with its common facilities, watch and ward etc. till handing over the same to the owners Society and the expenditure will be shared by all owners of the units.

34. The Second Party have already made available a 3BHK flat in one of its completed projects at Jagamara namely "**Stalwart Prabhavati Mansion**". The said Flat shall be retained by the First party Members for their own residence without any interruption till completion of the project by the Second party over the Schedule Property, and handing over the keys of the Flats/Commercial units of the project by the Second party to the First party Members against their land owners allotted share.

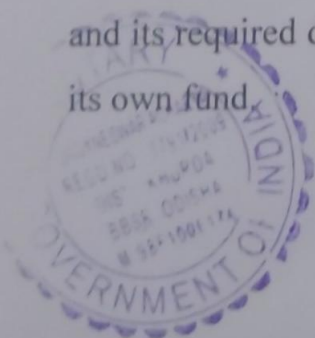
35. That, the Second Party shall not have any right to mortgage or create any charge of the schedule property or any part of it, in any manner with any Govt. Private, Corporate, Bank and financial institution.

36. That, all the cost and expenditure for development of the schedule property including construction of the project multi-storeyed building and its required documentations shall be borne by the Second party from its own fund.

For Stalwart Projects Pvt. Ltd.

*[Handwritten signature]*  
Managing Director

*[Handwritten signature]*  
Pragya Saboo



17 *[Handwritten signature]*

*[Handwritten signature]*

13-11

Jagyneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No-7791/2009  
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37. The First Party Members shall not create any third-party interest on the Schedule Property in what so ever manner during the tenure of this Development Agreement.

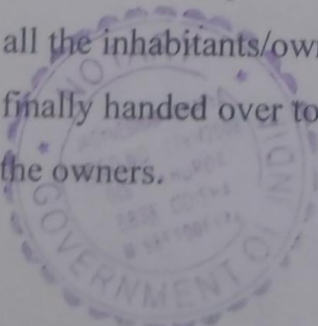
38. The First Party members shall have the exclusive right and liberty to deal with their allotted share of Flats/Commercial units of the project, and at their discretion they may sale, allot, entered into any Agreement for Sale, lease, exchange, mortgage etc, receive full and part consideration premium/rent amount, issue receipt thereof, execute any deeds, instruments, indentures etc at their discretion, to which the Second Party shall have no objection what so ever in any manner and vice-versa.

39. If in future, due to relaxation of Law, rules, regulations etc. grant any extra built up area over the schedule property, it shall be in the same ration of 50% between the First & Second Party, if constructed by Second Party.

40. The Second Party shall make construction of a Community Hall, Security Tower/room within the project area, with installation of CCTV cameras in the common areas, entry points, Stair Cases, corridors, Inside the Lifts, parking areas and at all relevant points at its own cost.

41. The Second Party shall provide separate individual connections of Electricity, water, to each of the Flats and Commercial units of the Project.

42. The roof top of the project building shall be for the common use of all the inhabitants/owners of the Flats/units of the project, which shall be finally handed over to the Society to deal with the same at the consent of the owners.



For Stalwart Projects Pvt. Ltd  
Managing Director

S Saha  
Bhagirathi Saha

W-1 Anjan Chandra

W-2 Anonshi Nayak

2  
13/11/20

Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khorda  
Regd. No.-7791/2009  
Mob:- 9861006174

43. Any particular thing which has not been discussed and decided in the agreement, if required and/or arise during tenure of this agreement, shall be amicable decided by both the parties making addendum to this Development Agreement.

44. The legal heir of the Owner will have the same rights as the Owner in this agreement in case of any unforeseen eventuality. This agreement and the GPA ID No. ~~1132006692~~ <sup>1132006696</sup> dtd.13.11.2020 binds the legal heir of the both the parties with same terms and conditions.

45. Two sets of this Development Agreement is being made and executed, and both the parties have retained one set each.

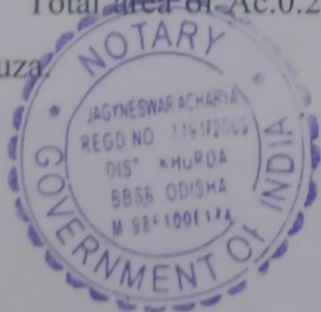
For Stalwart Projects Pvt. Ltd  
Managing Director

**SCHEDULE OF PROPERTY**

District- Khordha, Tahasil- Bhubaneswar, Mouza- Bhubaneswar Sahar Unit No-20, JAGAMARA, Khata No.- 1133/1954, Plot No.s- 1146 & 1145, measuring an area of Ac.0.046 dec. and Ac.0.048 dec. respectively stands recorded in the name of First Party member No-1 namely Jyotsna Sahoo and Khata No.- 1133/66, Plot Nos- 1146/2852 and 1145/2853, measuring area of Ac.0.062 dec. and Ac.0.046 dec. respectively stands recorded in the name of the First Party member No-2 namely Bhagirathi Sahoo (all 04 plots are full plots)

B. Sahoo  
Bhagirathi Sahoo

Total area of Ac.0.202 dec. in four plots, under two khata in one Mouza.



19  
w-1 Anjan Kumar  
w-2 Anamoli Nayak

15/7/20

Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSA, Dist-Khurda  
Regd. No: 7791/2009  
9861006174

**SPECIFICATIONS OF APARTMENT/PROJECT:**

**Structure** : R.C.C. Frame structures with Brick (8") walls and Ant termite treatment.

**Walls** : Fly ash Bricks & Cement Plastering. Exterior wall is with cement plaster. Cement used in construction work is Lafarge/ Ultratech/ Konark.

**Bedroom** : Master Bedroom: Premium wooden look vitrified tiles; (600x1200) mm  
Other Bedroom: Premium glossy look GVT/ PGVT vitrified tiles; (600x1200)mm of Qutone/ Oasis/ Varmora /Simero/Creaza make.

**Living Room** : Premium vitrified tile digital / GVT/ PGVT (600x1200)mm or larger size of Qutone/ Oasis/ Varmora /Simero/Creaza make.

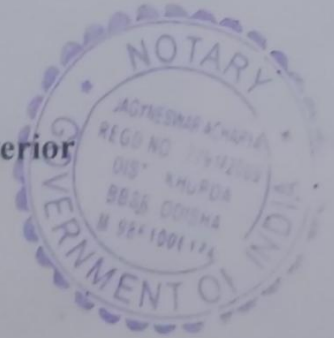
**Balcony** : Anti-skid teramic tile (600x600) mm of Qutone/ Oasis/ Varmora //Simero/Creaza make.

**Staircase** : Trade-Granite, Riser-Vitrified tiles.

**Wall Finish**

**The interior** : Wall with ceiling with two coats of putty (J.K/ Birla) one coat of primer.

**The exterior** : Weather resistant paint of Asian/ Burger.



For Stalwart Projects Pvt. Ltd.  
Managing Director

S. Sachin  
Shajirathi Sachin

20/01/ Arjay Kumar  
W-2 Harmanshree Arjay

Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

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11/1/23

**Doors & Windows**

**The Main Door**

: Teak wood panel door with Sal wood frames/WPC fitted with Godrej / Door set locking system.

**The other doors**

: Sal wood choukath /WPC with both side laminated door or better quality, 30mm thickness. Flush Door with both side laminate.

**The windows**

: UPVC window of Fenesta Brand with clear glass, with MS protected grill with provision of mosquito net.

**Kitchen**

**Flooring  
Platform  
Walls**

: Vitrified tiles.  
: Granite with SS sink.  
: 3'0" height ceramic tiles above platform.

**Toilets**

**Flooring  
Walls  
Fittings**

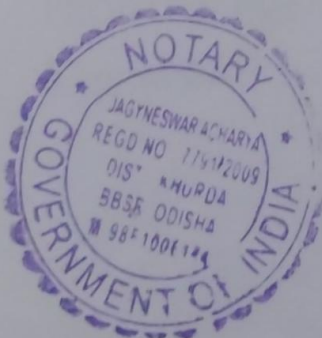
: Antiskid ceramic flooring.  
: 7'0" height ceramic tiles.  
: CP fittings of Jaquar / ROCA make with hot & cold water supply provision.

**Sanitaryware**

: ROCA/ Jaquar / Cera make white vitreous sanitary ware.

**Electricals**

: Adequate light points and power points in all rooms, toilets & kitchens.  
: Copper wiring in concealed pvc conductors.



For Stalwart Projects Pvt. Ltd.  
*[Signature]*  
Managing Director

J. Sahoo  
Bhagirathi Sahoo

*[Handwritten signature]*

*[Handwritten signature]*

2  
15/11/20

Jagyneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

- : Modular switches Legrand/ Havells for lights and power points.
- : TV points in Drawing room and in master bedroom.
- : Provision for AC point in all rooms, living & dining. Geyser point in toilets, Refrigerator & Aquaguard points in kitchens/dining.
- : Distribution boards with MCB'S.
- : Fire proof wiring.

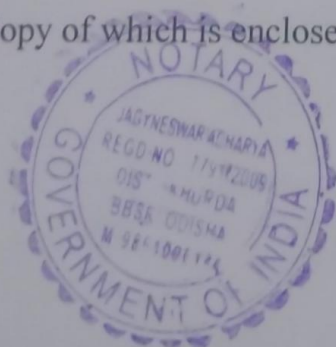
For Stalwart Projects Pvt. Ltd.  
*[Signature]*  
Managing Director

**Other facilities**

- : Standby Diesel Generator for common area lighting and 24 hour's water supply, Society office, CC TV Camera. Automatic lift of reputed brand- JOHNSON/ KONE/ OTIS. Corridor / common area will be of false roof ceiling. Ceramic tiles on roof of top floor. Exhaust point in all Toilets & Kitchens. EPBAX Provision in Building for Inter cum. DTH wiring for TV Point. Fire extinguisher as per norm. Letter Box provision in Common Area.

S. Sahoo  
Bhagirathi Sahu

This project over the Schedule Property has been taken up by the Second Party and Sri Sharat Kumar Sahu the Managing Director has signed this Development Agreement on behalf of M/s. STALWART PROJECTS PVT. LTD based on its Board Resolution dtd.11.11.2020. (Copy of which is enclosed herewith).



W-1 *[Signature]*

22

W-2 *[Signature]*

2/11/20

Jagyneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

Two sets of this Development Agreement are being prepared and signed in original, and both the parties have kept one set each for their future reference.

**IN WITNESSES WHEREOF** We both the parties to this deed have joined/set our hands and after going through and understanding the contents of this Deed as made above signed this Deed of Development Agreement on this 13<sup>th</sup> day of November, 2020 being present at Bhubaneswar.

**WITNESSES:**

1. *[Signature]*  
Bijay Sahoo  
S/O - Bhagirathi Sahu  
P.L. No 1145/46,  
Gandamunda Ser.  
Jajmura - 757030

(1) S. Sahoo

(2) Bhagirathi Sahoo

S. Sahoo  
Bhagirathi Sahoo

**SIGNATURE OF FIRST PARTY MEMBERS**

2. *[Signature]*  
Himanshu Nayak  
Telesirina Complex  
C-5 Plur. BBSR-2

For Stalwart Projects Pvt. Ltd.

*[Signature]*

**SIGNATURE OF SECOND PARTY MEMBERS**

Certified that I have drafted and typed this deed of Development Agreement containing 23 pages as per the instructions of the above-named parties.



2/11/20

Jagyneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

*[Signature]*  
Advocate, Bhubaneswar.

*[Signature]*