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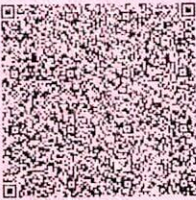


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Odisha

e-Stamp

Certificate No. : IN-OD03439939854362U
Certificate Issued Date : 14-Mar-2022 03:00 PM
Account Reference : SHCIL (FI)/ odshcil01/ SRO- BHUBANESWAR/ OD-KRD
Unique Doc. Reference : SUBIN-ODODSHCIL0104651398198875U
Purchased by : MS STALWART PROJECTS PVT LTD
Description of Document : Article IA-5(2) Agreement
Property Description : MOUZA-PATIA
Consideration Price (Rs.) : 11,50,00,000
(Eleven Crore Fifty Lakh only)
First Party : SANGRAM PATRO
Second Party : MS STALWART PROJECTS PVT LTD
Stamp Duty Paid By : MS STALWART PROJECTS PVT LTD
Stamp Duty Amount(Rs.) : 23,00,000
(Twenty Three Lakh only)



-----Please write or type below this line-----

Sangram Patro

[Handwritten Signature]



PU 0000444949

Statutory Alert:

1. The authenticity of the Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SHIL



SIGNATURE OF PURCHASER

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For Stalwart Projects (P) Ltd.

Manoj Kumar

Managing Director



u
Sangram Patro

Manoj Kumar
Sangram Patro

11,50,00,000

DEVELOPMENT AGREEMENT

This Memorandum of Agreement is made and executed on this 14th day of March, 2022(Two Thousand Twenty Two)

BETWEEN

DR. SANGRAM PATRO (Aadhar No.9484-1036-6588, PAN-ABMPP5717C) aged about 44 years, Mr. Surjya Narayan Patro, resident At: N2/196, Polaki Nivas, Nayapalli, I.R.C Village, Bhubaneswar-751015, Dist: Khordha, Odisha, by caste: Kalinga Vaisya, by profession: Doctor, Mob: 9937927607, Mail Id : drsangrampatro@gmail.com, which expression unless repugnant to the subject of context shall deem to mean and include his legal heirs, successors, representatives and assigns, herein after called THE LAND OWNER, the party of the First Part.

14-1 Animesh Kumar
14-2 Prabhat Kumar

AND

M/s Stalwart Projects Pvt. Ltd.; incorporated under the Indian Companies Act 1956, vide Registration No.U450010R2011PTCO13975, PAN: AAQCS1757F, having its registered office at Plot No.1, TulasiVihar Complex, SailashreeVihar, P.O.: SailashreeVihar, P.S.: Chandrasekharpur, Bhubaneswar, Dist.-Khurda, represented through its Managing Director Sharat Kumar Sahu aged about 55years son of Late Narahari Sahu; By Profession: Business and By Caste: Sundhi, Mob: 9040042622, which expression unless repugnant to the subject or context shall deem to mean and include its successors in office, partners, representatives, administrators, executors and assigns, herein after called THE DEVELOPER, the party of the Second Part.

Whereas the party of the first part is absolutely seized and possessed or otherwise well and sufficiently entitled to apiece of land described in Schedule.

And the First Party member was/is possessing the schedule property **peacefully without dispute and also paying rent to the government** and obtained rent receipts up-to-date.

AND WHEREAS, the **First Party member hereby declare that the said property is free from all encumbrances, litigation, disputes, liens, attachments and charges etc. and the First Party members is in peaceful possession over the said property having all rights, titles and interests etc.**

AND WHEREAS, the first party members has been nourishing desire to develop the property described in Schedule by constructing **residential APARTMENT OF 13 STOREYED with desired amenities comprising of independent units / flat** and accordingly looking for a Developer to undertake the same and accordingly approached Second Party for the same. The Second Party agreed to develop the Property and accordingly this agreement is entered into.

NOW THIS AGREEMENT WITNESSESTH and it is hereby agreed by and between the parties hereto as follows:

1. The Party of the First Part declares he has an absolute and indefeasible rights, title and interest in respect of the land in question as set out in the schedule and He is competent to deal with the land without any restrictions what so ever. He further states that he has the absolute authority and competency to confer and vest rights upon the Party of the Second Part to undertake development of the land by construction of multi-storied apartment complex over the said land in accordance with the building plans to be sanctioned and approved by B.D.A. / BMC. Such building plans shall be prepared by Qualified

For Stalwart Projects (P) Ltd.

Sharat
Managing Director

Bangram Patro

Mr-1 Animesh Nayak

Mr-2 Rakota Khuntia

Architects keeping in view the building norms, guidelines and parameters envisaged in the B.D.A. / BMC regulations. The entire cost of preparation of building plans shall be borne by the Party of the Second Part.

2. Both the parties agree that the construction of the building shall be completed in all respects within a time frame after obtaining the sanction and approval of the Bhubaneswar Development Authority /BMC and registration of project in ORERA.
3. The Party of the Second Part or any of its associate or Sister Concern or joint venture Company shall construct the proposed multi-storied building in accordance with the building plans to be sanctioned by the Plan Sanction Authority B.D.A /BMC. The Party of the Second Part assures that the building shall be constructed in accordance with the approved plans and maintain the quality of construction as well as structural stability.

4. Definitions

Unless in these presents there is anything inconsistent therewith-

The **Development of the complex & distribution of Shares between two Parties**, shall be carried out entirely as per Law Of Nation, duly following provisions in ODA (Planning and Building Standards) Rules, 2020, **Odisha Apartment Owners Act, Real Estate Regulator Act, Odisha Fire Prevention and Fire Safety Rules, 2017** and all other acts if any so applicable on such types of complex as in this Agreement, in the state of Odisha. **The clauses of this Agreement, in no case shall supersede the law of the nation.**

- A. Property shall mean the entire land as described in the Schedule appended hereto.
- B. Building shall mean the residential complexes with desired amenities comprising of independent units to be constructed/erected over the said property as per plan approved by **Plan Sanctioning Authority /Authorities.**
- C. Common facilities is defined in various Acts & corresponding rules of the Nation and the Agreement shall be guided accordingly. Briefly it shall mean and include corridors, common passage, stair case-cum-landings, equipment's and accessories provided for in the building, lift, generator, motor pumps,

For Stalwart Projects (P) Ltd.


Managing Director

Bangram Ratio

w-1 Himanshu & Jayak
w-2 Prabhat Kumar

electrical installations etc. and other facilities required whatsoever for maintenance and/or management of the said building and enjoyment of various portions of the said building.

- D. Building plan shall mean the plan to be sanctioned and approved by the **Plan Sanctioning Authority / Authorities** and/or such other revised plan or plans with such modification or alteration which may be made thereto from time to time with the approval of competent authority/authorities for the purpose of constructing the building(s).
- E. Units" shall mean a portion of the floor space comprising of the residential complex capable of being exclusively occupied and enjoyed.
- F. "Proposed building" shall mean and include the buildings to be constructed and the land appurtenant thereto and all passages, the parking space, amenities provided thereto etc.
- G. Owners Share shall mean portion of the residential complexes with desired amenities comprising of independent units which shall be allotted / assigned to the party of the first part. He would have absolute right over the same, namely right to sell, enter into agreement with intending purchasers for sell, lease, let out or any other act whatsoever, gift, receive and appropriate payments etc.
- H. **Developers share** shall mean portion of the residential complexes with desired amenities comprising of independent units which shall be allotted / assigned to the party of the second part. He would have absolute right over the same, namely right to sell, enter into agreement with intending purchasers for sell, lease, let out or any other act whatsoever, gift, receive and appropriate payments etc.
- I. **Infrastructure development works** are works like **drains, roads or any other** in the vicinity of Proposed Complex and are to be carried out as per requirements of Plan Sanctioning Authorities.
- J. Force **Majeure"** means any event or combination of events or circumstances beyond the control of the Developer/Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Agreement, which shall include but not be limited to:
- ✓ acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
 - ✓ explosions or accidents, air crashes and shipwrecks, act of terrorism, war and hostilities of war, riots, bandh, act of terrorism or civil commotion;

For Stalwart Projects (P) Ltd.

Asad

Managing Director

Bangram Ratio

w-1 Afroz Shah & Layan

w-2 Rubina Khurfi

- ✓ strikes or lock outs, industrial dispute etc. particularly resulting in non- availability of cement, steel or other construction material,;
- ✓ the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- ✓ any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) become subject matter of any suit/ writ before a competent court or; for any reason whatsoever;
- ✓ inclement weather conditions namely intense heat/cold resulting in issue of Govt. orders restricting working hours for the labourers or Months having rainfall more than 200 mm(as per rainfall data supplied by Metrological department).

5. The land owner party of first part prior to execution of this agreement has already placed at the complete disposal of the developer party of the second part physical actual vacant possession of the land and irrevocably assign and vest upon the developer party of the second part the unfettered right to amalgamate the land parcel with their existing holding and suitably prepare and submit the building plans to the B.D.A./ BMC and obtain the requisite permission, sanction and approvals for development and construction of the proposed building complex, by executing a registered General Power of Attorney. Though the construction of the proposed multi-storied building is essentially a joint venture of the land owner and the developer it shall be the primary responsibility of the developers to prepare and submit the building plans before the B.D.A./ BMC and all expenses/charges incurred for obtaining approval/sanction of such building plans shall be borne by the developer. The land owner agree and undertake to extend all cooperation and to sign necessary applications as may be required in connection with such submission of building plans for obtaining approval and sanction from B.D.A./ BMC.
6. The developer assures that the building plans shall be prepared strictly in accordance with the Rules, Regulations and bye laws in force. The proposed building shall be of a high quality construction.

For Stalwart Projects (P) Ltd.

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Managing Director

Handwritten signature: Bangram Patil

Handwritten signature: Anamika Nayak

Handwritten signature: Rakshita Bhunia



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 5© Fees Paid : A(10)-2300000 ,, User Charges-760 ,Total 2300760

Date: 14/03/2022

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar **District Sub-Registrar KHURDA(BBSR)** between the hours of 10:00 AM and 1:30 PM on the **14/03/2022** by **DR. SANGRAM PATRO** , son/daughter/wife of **SURJYA NARAYAN PATRO** , of **AT- N2/196, POLAKI NIVAS, I.R.C. VILLAGE, NAYAPALLY, BBSR, DIST- KHORDHA** , by caste **General** , profession **Others** and finger prints affixed.

Sangram Patro

Signature of Presenter / Date: 14/03/2022

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
DR. SANGRAM PATRO		 315196485	Sangram Patro	14-Mar-2022
SHARAT KUMAR SAHU MANAGING DIRECTOR OF MS STALWART PROJECTS PVT. LTD.		 243119586		14-Mar-2022

Identified by **HIMANSHU NAYAK** Son/Wife of **SAMBARU NAYAK** of **AT- C.S. PUR, BBSR, DIST- KHORDHA** by profession **Others**

7. The developer further states that the proposed building shall be constructed under their direct supervision and shall comply with all the stipulations made by BDA and also shall confirm to all the rules and regulations of the local authorities as may be applicable.
8. The developer further states that he will make all efforts to complete the building within 60 months from the date of approval of the building plans by the B.D.A./ BMC and registration of project in ORERA/ any other Agencies unless prevented by any reason or circumstances beyond their control like non-availability of labour force, building materials, Court Orders, change in building plans etc. which may affect the completion of the building or any other unforeseen circumstances. However there is a grace period of 6 (six) months for completion of the project will be provided from agreed sixty months of completion. After the grace period if the project is not completed and handed over the allotted flats to the party of the first part/ land owner then the party of the second part/ developer will pay a monthly rent of Rs.1,00,000/- (Rupees One Lakh) only for a period of one year. Beyond one year of payment rent if the flats are not handed over to the land owner then a monthly rent of Rs.5,00,000/- (Rupees Five Lakh) only will be paid by the developer for another two years and after that the monthly rent amount will be increased @ 25% per annum.

It is pertinent to mention here that the construction of the project should be done smoothly in continual form and at the end of each year there should be a minimum 20% of progress in construction.

9. That the said development of projects will be constructed over a number of plots of individual owner and/or multiple owner to make a compact patch of land and after approval the 1st party will be allocated his share (50%) from the total residential flats to be constructed over the schedule property exclusively. The party of the first part has no right to claim in any share from other property irrespective of FAR obtained in sanctioned plan in total property.
10. **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.

For Stalwart Projects (P) Ltd.



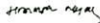


Managing Director

Bangram Pato

N-1 Himansh Nagar

N-2 Fohista Khurda

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
HIMANSHU NAYAK		 42225032		14-Mar-2022

Date: 14/03/2022

Signature of Registering officer 

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Sub-Registrar, KHURDA(BBSR)

Book Number : 1 || Volume Number : 71

Document Number : 11082203607

For the year : 2022

Seal :

Signature of Registering officer 

Date: 15/03/2022



- (b) Not to prevent the developer from entering into negotiations with intending purchasers of flats/units for disposing or transferring the developer 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 commencing construction work over the schedule land to the developer;
- (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 first party shall do and perform all acts, deeds matters and things as may not be prohibited in law including but not limited to entering into agreements with prospective purchasers of the owner's share in the built-up area.
11. 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 exercise. 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, as and when necessary.
12. The land owner further undertakes not to cancel the Power of Attorney which has already been executed an **irrevocable Power of Attorney** in favour of the Second Party for the purpose of giving effect to implement the various terms and conditions herein contained, more specifically to execute on his behalf all sale deeds in favour of the proposed purchasers of the flats/units sponsored by the developers transferring the proportionate impartible undivided share in the land.

For Stalwart Projects (P) Ltd.

[Signature]


Managing Director

Bangram Pabro

Nr-1 Anamulha Nagar

Nr-2 Palastha Khurda

13. The Party of the First Part shall furnish copies of any document pertaining to the title of the land or to establish that the land is free from any charge or lien before approval of the building plans.
14. The Developer shall be entitled to carry out the development/construction on the Schedule Property either independently or by appointing contractors/sub-contractors or other agencies. The Developer shall alone be responsible for the payment of the cost of construction or labour and other charges payable to such contractors/sub-contractors and the owner shall in no way be responsible for any failure or default of the developer.
15. The Party of the First Part further states that the developer, Party of the Second Part shall be entitled to dispose by way of absolute sale or otherwise the entire built-up area to be constructed over the area as per the specifications mentioned in the brochure/ agreement, in favor of the intending purchasers of the flats/units together with proportionate undivided interest in the land, except the owners share which is the entitlement of the land owner, the party of the first part.
16. It is agreed by and between the parties that the developer will do marketing of the entire area as residential complex, and also brand the said project. The developer shall decide the name of the complex/project/building, after sanction of the plan.
17. That after getting approved plan the developer will have absolute right and authority to advertise in any mode for sale of unit in the project related to its share and the developer shall be entitled to receive the earnest money and/or advance from the prospective purchaser(s) against booking of unit relating to its share in the project even before commencement of work of construction on the schedule land.
18. That, both the developer and the land owner will have independent ownership and control over their respective shares of the notionally decided built up area allocable against his/her/their portions of the schedule land and will have full authorization to dispose of the same as per his/her/their own will.
19. That, if any portion of the [scheduled property] land would be acquired by any authority for any purpose, the constructed area falling to the share of the land owner/s and the Developer will be proportionately reduced.

For Stalwart Projects (P) Ltd.

 Managing Director

Bangram Paho

Ar-1 Anamsh n kumar

Ar-2 Pabitra Khuntia

20. Owner's Warranties

The owners hereby agree and covenant with the developers/promoters as follows.

- i. **He is the owner of the Scheduled Property and are entitled to enter this agreement and that he has not agreed, committed contracted or entered into any agreement with any other person in respect of the property & that the said property is free from all litigation, disputes,etc.**
- ii. That he hasnot **created any mortgage charge, encumbrances** on the said property nor done any act, deed or things by reasons whereof the development of the said property may be affected in anymanner.
- iii. To facilitate Development of Complex by Second Party, first Party shall **handover possession of Scheduled Property.**

Handing over Possession of Property to Second Party shall mean and include following:

- First party places the physical and actual **vacant possession** of the said property (Free Of all encumbrances).
- iv. The owners to execute a **Irrevocable General Power Of Attorney** in favour of Second Party as detailed earlier.
 - v. At the time of signing this Agreement, First Party shall **handover all ORIGINAL Land Documents** to Second Party. The list of documents mentioned in Annexure 2 handed over by First Party is to be acknowledged by the party of 2nd party.
 - vi. That, the owners, if requested by Second Party, at the cost of the developer, shall sign and execute papers, documents, applications of approval of the building plans from any authority ordepartment.
 - vii. **Not to cause /get caused** any interference or hindrance in the construction of the said building complex over the said land by the developers / promoters unless the developers/promoters **act in a manner violating the terms of this agreement or deviation from sanctioned plan** of Complex.

In view of Safety during construction and also to maintain speedy progress, the First Party or their representative, if need be, visit construction site, fixing time with Second Party, at a periodicity of not less than three month and may physically witness that construction of complex is progressing as per conditions laid down in the Agreement and also as per sanctioned plan. However the second Party shall refrain from passing any instruction, to any of workmen at the projectsite.

For Stalwart Projects (P) Ltd.


Managing Director


Sangram Patil

N-1 Anurish a karyak

N-2 Rubi Frea Khuntia

- viii. To **indemnify** Second Party against the taxation liabilities, namely **Income Tax, GST, Property Transfer Fees namely Stamp Duty, Court Fee** etc. or any other arising out of development of property over their share i.e. **OwnersShare**.
- ix. To **indemnify Second Party** against all the types claims arising out from all parties due to **defective title of part or full portion of scheduled land**. To name a few such claims may arise from **other private Parties, Government, Customers of Proposed Complex**, agencies engaged in construction including Second Party themselves etc. The indicated items are indicative and not exhaustive. **The Second Party shall be duly compensated, by First Party against all losses, sustained due to defective title of part or full portion of scheduled land, including idling losses along with interest on account of injunction order of Court, envisaged Business losses and other losses of any type etc. suffered on this account.**
- x. He has 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.
- xi. 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.
- xii. The Owner confirms that relying on the aforesaid representations, and the Recitals, the Developers has entered into this Agreement and the same shall remain correct and binding on the Owner for the term of this Agreement.
- xiii. The party of the first part hereby also agreed that, if registration required in order to passing clear title in respect of allotted flat which is to be allotted in favour of party of the first part towards his/their share in that case the party of the first part shall bear all taxes and registration expenses including stamp duties and registration fees. Further, the party of the First Part shall pay ongoing charges towards maintenance and club membership etc. Also, any taxes/levies imposed by the Govt. agencies presently in force or to be applicable in future purporting to this Development Agreement or otherwise shall be borne by the Land owner (Party of first part).

20 The developers agree and undertake as follows:

a) The construction of the proposed multi-storied building shall be commenced as soon as possible after obtaining the approval and sanction of the building plans/revised plan (if any) from the B.D.A./ BMC as well as registration project in ORERA and clearances from BDA / BMC to go ahead with the construction work.

For Stalwart Projects (P) Ltd.

 Managing Director

Bangram Pathe

Mr. 1 Anmol Ch Negi
Mr. 2 Rajendra Khuntia

b) To complete the construction of the entire building within a period of **60 months** from the date of approval of the building plans by the B.D.A./ BMC and registration of project in ORERA/ any other Agencies to go ahead with the construction work whichever is later, subject to the force major conditions.

c) The developers further undertake not to violate the building plans, conditions given in the permission/approval/sanction letter or any rule, regulations framed by the appropriate authority in respect of the construction of the said building complex.

d) **Not to violate or contravene any statutory provisions**, rules, regulations etc. applicable for construction of the said building complex.

e) It is agreed upon that any labour force/workman/technician engaged in the construction of the proposed multi-storied building by the developers shall be treated and deemed to be the employees of the developers. It is explicitly made clear that under no circumstances the land owner shall be treated or construed to be the employers of the aforesaid labourers/workmen/technicians to be engaged by the developers for construction of the proposed multi-storied building complex. Consequently, the land owner shall not be liable to pay any compensation to any such workmen, labourer or technician that may be engaged by the developer for construction of the complex. The developers shall be liable in respect of any dispute which may arise under the labour laws or under workmen compensation Act and if the Authority or the tribunal award, if any, shall be the liability of the developers to pay such compensation or the amount quantified in the Award/Order. The developers undertake to indemnify by the land owner from any such liability.

f) **To indemnify** First Party against all the types of claims arising out from all parties due **to non-compliance statutory norms & also defects if any in Proposed Residential Complex**. To name a few such claims may arise from **Customers** of Proposed Complex, **agencies** engaged in construction including **First Party themselves** etc. The indicated items are indicative and not exhaustive.

g) The Second Party shall intimate the name and all other identity details of **Project Architect**, who would be acting as **Conciliator**, to First Party, as soon as he get appointed

For Stalwart Projects (P) Ltd.



Managing Director

Bangram Patro

Arunachal Nayak

Mr. 2 Prabha Shrestha

21. **CONSIDERATION:**

- a. The Building, as per specifications shall be **developed** by the second party entirely at their cost over the **property owned by First Party**. In lieu of the development carried out over property owned by First Party, the developer will construct 13 storied residential Building **EXCLUDING COMMON AREA AND FACILITIES CLUB HOUSE, SOCIETIES, GYM AND OTHERS shall be shared between the two parties in the ratio of owners share vis a vis Developers Share. COMMON AREA AND FACILITIES** shall be dealt as per laws of Nation including **Odisha Apartment Ownership Act 1982** and amendments therein.
- b) **Owners share** for this Agreement is 50% of the residential flats developed on scheduled property. **The Developers share = 100% - Owners Share (%)**. Hence the party of the 1st Part (Land owner) will be allocated 50% of built up area, converted to flats /units together with proportionate undivided interest in the land and one parking space for each unit/flat. This shall stand as the full & final settlement & entitlement of the Land
- Owner against his land of Ac.1.000 decimals and the Land Owner i.e. party of the 1st Part shall not be entitled to any other kind of settlement and the balance constructed of proposed project together with proportionate undivided interest in the land and available parking space exclusively fall to the share & entitlement of the part of the 2nd Part/Developer, who shall always be free to deal with in any manner it so like including that of sale, pledge, Lease, Rent out etc. In other words the Developers share = 100% - Owners Share (%).
- c) The schedule property having size of 231'x188'.6" is no way connected with any public road for which the proposed road will be available from the adjacent plot connected with road. It is mutually agreed that the proposed residential tower will be constructed up to 13 (thirteen) storied with 8 nos. flats in each floor (2 no.s of 4BHK & 6 no.s of 3BHK) total flat will be 104 flats and only 50% of construction area which is around 72000 sqft built up area (approx.) (total construction will be 144000 sqft built up area) and in terms of Super Built up area it will be 92000 sq.ft (approx.) in terms of residential flats of the schedule property will be allotted as owner share and

For Stalwart Projects (P) Ltd.


Managing Director


Bangram Pabho


Anamsh x Layaf


Prabha Khuntia

rest 50% of the residential flats will remain as developer share.(so total 52 flats will be owner share and 52flats will be developer share) These flats will be distributed between both the parties from each floor. It is also mutually agreed that the construction of the apartment will of 13 storied and set back will be applicable accordingly.

- d) Based on the **OWNERS SHARE** mentioned above, the **distribution of Flats between the Parties, with exact Flat No thereof, shall be done asunder:**

Within **fifteen days of approval of plan** of proposed building from plan sanctioning Authorities second party shall communicate the first party, with a copy thereof to **CONCILIATOR**, exact distribution of units (Independent units) between first & second party as per the agreed percentages / conditions, on each floor on scheduled property. **The distribution as proposed by the second party shall be final unless anything contrary is brought out by first party within ten days of issue of such distribution by second party.** In case no comments of **First party are received in the above time frame**, the Second Party shall intimate the same to **CONCILIATOR who would give his decision within 10 days.** The decision of **CONCILIATOR, shall be binding on both parties.**

For Stalwart Projects (P) Ltd.

[Signature]
Managing Director

Bangram Pato

- e) If the portion of such saleable units of either of the parties is less than the agreed percentage of such party, then the concerned party shall be compensated by the other party so as to make the share at par with their respective percentage of built up area at the prevailing market rate. It shall, however be open to the parties to arrive at any other suitable mode of computation for working out the compensation by mutual agreement.
- f) **On the basis of above, a supplementary Agreement shall be entered into between the parties for the distribution of flats, as above, in presence of notary public.** In case First Party has not been able to attend the signing of supplementary Agreement, **Second Party shall execute document as affidavit**, giving reference to correspondences with First Party & **decision of CONCILIATOR** and shall send copy of same to First Party & CONCILIATOR.
- g) **Taxation liabilities** of all types arising out of development of said property namely **Income Tax, Capital Gain Tax, GST, and any other Tax including Property Transfer costs applicable if any** over respective shares of two parties shall be borne by respective parties themselves

Mr 1 Animesh Kumar
Mr 2 Pabitra Kumar



Bangram Patis

W-1 Himan Sh Nayak

W-2 Parvita Khuntia

- h) That the second party will bear the cost of the deposit of the approval of plan of Nayapalli plot 875/2997 (around Rs.45 Lacs) and also bear the cost of construction of commercial space/ the house over the land of the first part situated at Nayapalli plot no 875/2997 as per specification of the party of the first part and the cost of construction involved will be taken as DP (down payment) amount towards the schedule property over which the proposed apartment to be constructed. This Down Payment is treated as **security deposit** and it will be adjusted from the owner share on the date of allotment of his share. It is mutually agreed between the parties that the 1st party will adjust the security deposit amount before taking over possession of allotted.
- i) In case project doesn't materialize due to reasons attributable to owners, full security deposits would be refunded to the second party without **interest**. However in other case, i.e. project doesn't materialise due to reasons attributable to **developers**, whole security deposit would be refunded without any interest thereupon within a period of a month.
- j) Apart from Security deposits mentioned in Para above no other amount are payable to First Party by Second Party till completion of project. In case any amount is demanded by First Party before completion of this Agreement, the **said may or may be entertained by Second Party**. In case Second Party entertains such request, then that, would be paid against the cost of Land and subject to execution of Sale Deed for such quantum of land. **No land Owner Share is thus payable on such transferred land.**
- k) If during the course of construction of the project building any alteration, deviation from the sanctioned plans becomes necessary, desirable or advisable, the said alternation/change/deviations may be made only in conformity with modified plan after getting the same approved from plan sanctioning authorities. As a consequence of such alteration/ changes/ deviations, **if any compounding fees is levied by the plan sanctioning authority, the same shall be borne by the second party**. Before completion of handover of Flats under **OWNERS Share**, all the account between the two parties shall be settled in terms of provisions of the Agreement. The taxation & other liabilities of First Party may be **adjusted against flats/direct payment thereof**.

22. SPECIAL CONDITIONS / Residuary terms:-

(a) If any provisions of this Agreement is invalid or unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provisions and such provisions shall be inoperative and shall not be part of the consideration moving from either party to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein

(b) It is hereby expressly agreed and declared that the relation of both the parties do not create any partnership or joint venture or association or persons between the parties hereto; each of the parties hereto has undertaken obligations and has rights specified herein.

(c) It is agreed by both the parties that all applicable taxes of each other's share of built up/super built-up space/area shall be borne and paid by each of the parties respectively.

(d) It is agreed by both the parties that all applicable expenditure for cost of transformer and generator and also electrification to respective flats shall be borne and paid by each of the parties proportionately. However if the owner wants to keep the flat for his own residence then the party of the second party will bear the same.

(e) The obligation of the Parties shall be deemed suspended and there shall be no liability for damages so long as and to the extent that the performance of this Agreement by any Party is prevented, hindered, delayed or otherwise rendered impracticable as a result of Acts of God, war, riot, insurrection, labour disputes, strikes, fires, embargoes or other governmental restrictions or for any other reason not within the reasonable control of the Party so affected (any such event, circumstance or condition being "Force Majeure Event"). The Party so affected by a Force Majeure Event shall be excused from its performance of this Agreement for so long as such event shall continue to prevent, hinder or delay such performance.

f) In no case the party of the first part/ the land owner will not claim any other built up area on the same project except on the schedule property.

g) The amenities of the project including swimming pool will be constructed on the schedule property and will be utilized by the entire flat owners and also vice-versa. It will be treated as one project for utilization of common space and parking.

DISPUTE RESOLUTION

That in the event of breach of the terms and conditions of this Agreement namely,

- Dispute or difference about interpretation of any terms of this Agreement,

For Stalwart Projects (P) Ltd.


Managing Director

Bangram Pabro

Mr / Mrs / Ch / Govt

N-2 Pabrota Khuntia

- Any difference that arises between the parties during the progress of construction or after completion of construction or abandonment of the work if any,
- Delay in construction,
- Delay in completion of Owners obligations,
- Delay caused to any legal disputes inland,
- Any term or covenant spelt out in this Agreement, or any clause thereof,
- Any incidental and ancillary disputes/ difference arising out of this Agreement or any other supplementary agreement,
- **Disputes relating to payment and non-payment and also entitlement of the parties as per Agreement,**
- **Or any other etc. except cancellation of Agreement and associated General Power Of Attorney,**

For Stalwart Projects (P) Ltd.

[Signature]

Managing Director

The disputes as above, shall be sorted out through arbitration in accordance with the provisions of the **Indian Arbitration Act 1996 and amendments therein**. The venue of arbitration shall be **Bhubaneswar only & cost of Arbitration shall be borne equally by both parties**. The decision of the Arbitrator, shall be final and binding upon both the parties.

In all the above cases, **either party** shall appoint one **Arbitrator**. Third **Arbitrator** shall be appointed by mutual consent of both parties. However in the event of non finalization by mutual consent, lots would be drawn, from the names, suggested by both parties, to finalise the name of Third Arbitrator.

Bangram Sahoo

- h) All letters, notices shall be issued to the parties and dispatched under registered post with A/D to the address furnished in this agreement Annexure 3 will be sufficient proof of dispatch of the same to the other party. Legal Notice/Court Notices, if any, shall be promptly attended to, with full vigour, by First/Second Party as the case may be. Compensation claims for losses caused due to such notice, if any, shall be dealt as per appropriate provisions under this Agreement.
- i) This agreement also permits second party to enter into similar agreements with landowners of adjacent plots with a view to develop larger residential complexes with desired amenities comprising of independent units.

No. 1 Anam Chandra

No. 2 Rabindra Khuntia

- j) All accounts between the parties shall be settled at the office of the developer at Plot No.1, TulasiVihar Complex, SailashreeVihar, P.O.: SailashreeVihar, P.S.: Chandrasekharpur, Bhubaneswar, Dist.-Khurda.
- k) The benefits and obligations of this Agreement shall not be directly or indirectly assigned or dealt with by the Owner to anyone else without the prior consent in writing of the Developer. The Developer can assign its rights and obligations hereunder to its nominee.
- L) Subject to Clauses of this Agreement, conforming to Laws of nation, the same would prevail over all other conditions elsewhere.
- m) Cancellation of, this Development Agreement and also **the General Power Of Attorney, as mentioned in this Agreement, shall be as under:**
- ✓ Notice is essential for commencing the process of Cancellation.
 - ✓ **In no Case, Cancellation of, this Development Agreement and also the General Power Of Attorney be done unilaterally.**
 - ✓ **Either Party may approach Bhubaneswar Courts for cancellation of Development Agreement and also the General Power Of Attorney and both the Parties shall be guided by the decision of Court. For this item the Clause of Arbitration doesn't apply.**
 - ✓ The Court Notice, shall be served though Letter, sent at their Registered Address and Email.
- n) To save time in resolving disputes, before taking recourse to Arbitration, either Parties may try to resolve disputes by **Conciliation.**
- Disputes raised for **Conciliation**, would normally be **resolved** in a period of **one month.**
- For this **Project Architect**, would act as **Conciliator.** Either Party may approach Conciliator for try resolving disputes. The **Conciliator shall try resolving the same by holding meeting with parties individually or jointly and give his decision.**
- The decision of **Conciliator shall be final & binding unless aggrieved Party again raises the same in Arbitration within a period of 30 days of Conciliator decision.** The cost of Conciliation shall be shared equally between the Parties.

For Stalwart Projects (P) Ltd.

Adh

Managing Director

Bangram Pato

Mr. 1 Animesh Nayak

Mr. 2 Prabhu Shrestha

- o) In case a **New Taxes** is imposed, after Signing of this Agreement, the same shall be borne by either Parties over their respective share.
- p) Neither Party shall take necessary steps so that legal disputes of any type, (OWNERS/DEVELOPERS) doesn't come in way of progress of Development of Complex.

SCHEDULE OF PROPERTY

Dist-Khurda, Tahasil.: Bhubaneswar, P.S.: Bhubaneswar, thana No.22, Under the jurisdiction of district Sub Registrar, Khorda, Bhubaneswar.

Mouza: PATIA, Khata No.474/3470, sthitiban. Plot No.306/1817, area Ac.1.000 decimals full plot, Kissam.: Gharabari.

The valuation of schedule land as per bench mark valuation is Rs. 11,50,00,000/-

IN WITNESS WHEREOF, the parties above named signed this on the date, month and year first above mentioned.

WITNESSES :

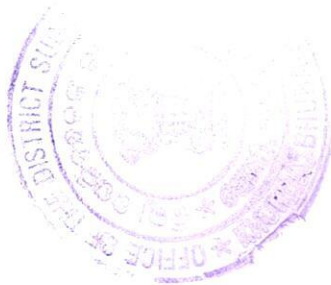
1. *Himanshu Nayak*
S/o Sambhu Nayak
1-5 New Bazar

2. *Dibanta Khuntia*
S/o. Sudhakar Khuntia
Abadpur, Bhubaneswar

Prabhu Kumar
12/11/2012

Sangram Patro
 Signature of
 First party

For Stalwart Projects (P) Ltd.
[Signature]
 Managing Director
 Signature of
 Second party



Dist. Registrar, Bhuj

Dist. Registrar, Bhuj

REGISTERED & TRUE
FILED IN
BOOK NO.
Volume No.
Pages.
Serial No.

for the year 2022

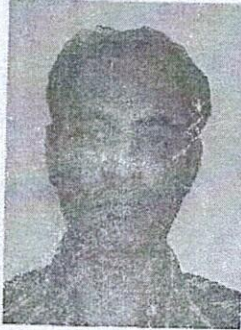
1082203791

DT 14/3/22

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ଭାରତ ସରକାର
GOVERNMENT OF INDIA



ସଂଗ୍ରାମ ପାତ୍ର
Sangram Patro
ଜନ୍ମ ବର୍ଷ / Year of Birth : 1977
ପୁରୁଷ / Male



9484 1036 6588

ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର



ଭାରତୀୟ ବିଶିଷ୍ଟ ପରିଚୟ କର୍ତ୍ତୃପକ୍ଷ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ଠିକଣା:
S/O ସୂର୍ଯ୍ୟ ନାରାୟଣ ପାତ୍ର,
ଏନ ୨/୧୯୬.ପୋଲକୀ ନିବାସ, କନ୍ୟାପଲ୍ଲୀ,
ଆର ଆର୍ ସି ଭିଲେଜ, ଭୁବନେଶ୍ୱର, ଖୋର୍ଦ୍ଧା,
ଓଡ଼ିଶା, 751015

Address:
S/O Surya Narayan Patro,
N2/196.POLAKI NIVAS,
NAYAPALLI, I.R.C VILLAGE,
Bhubaneswar, I R C Village,
Khordha, Orissa, 751015

1947
1800 180 1947

help@uidai.gov.in

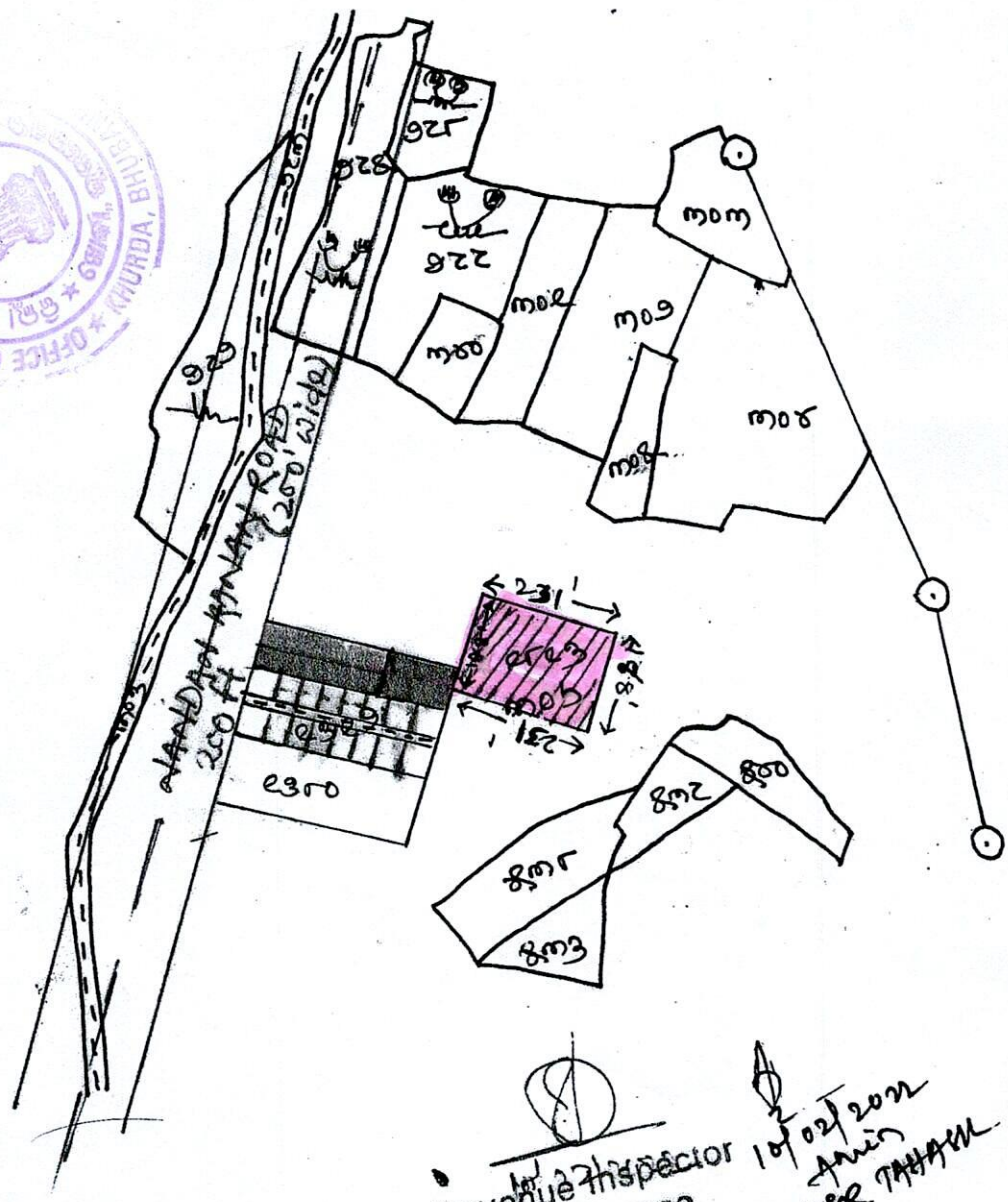
www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001

Sangram Patro

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 ଗ୍ରାମ - ବାଲିଆ
 ଠାଣା - ବିଭକ୍ତୀଗ୍ରାମ - ୨୨
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Revenue Inspector
 Kalarahanga
 10/02/2022
 JAMES
 8888 7777

Handwritten signature

- ଗୋରୁଆ ଗ୍ରାମର ୨୧:୩୦ - ମାଟିର କ୍ଷେତ୍ର ୧୩୫୦
- ପ୍ଲଟ ନଂ - ୩୦୫/୧୩୩/୪୪୪, ଦୁଇଟି ୪୦.୧୨୦୫
- ଅନ୍ୟାନ୍ୟ ଗୋରୁଆ
- ପ୍ଲଟ ନଂ - ୩୦୫/୧୩୩/୪୪୪ - ଦୁଇଟି ୪୦.୧୨୦୫
- ଅନ୍ୟାନ୍ୟ ଗୋରୁଆ
- ପ୍ଲଟ ନଂ - ୩୦୫/୧୩୩/୪୪୪ - ଦୁଇଟି ୪୦.୧୨୦୫

Valuation Report

Application No- 1082203791

Registration Office- KHURDA(BBSR)

DEED DETAILS

Application Type- AGREEMENT OF SALE WITH POSSESSION

Status- Pending for Fee collection

Application No.	Execution Date	Presentation Date	Book No.	No. of Pages	Registration No	Registration Date
1082203791	14-MAR-22	14-MAR-22	1	19		

FEE DETAILS (In ₹)

Stamp Duty : 2300000
 Consideration Amount : 115000000
 Benchmark Value : 115000000

Registration Fee : 0
 A(10): 2300000
 Incidental Fee Details
 User Charges : 760

STAMP E-STAMP FRANKING

CASH CHEQUE DD POS
 NEFT RTGS IMPS IFMS

CASH CHEQUE DD CHALLAN POS
 NEFT RTGS IMPS IFMS

FIRST PARTY DETAILS

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address
DR. SANGRAM PATRO	FATHER	SURJYA NARAYAN PATRO	MALE	44	DOCTOR	General	FIRST PARTY/SELF	YES	YES	AT- N2/196, POLAKI NIVAS, I.R.C. VILLAGE, NAYAPALLY, BBSR, DIST- KHORDHA

SECOND PARTY DETAILS

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address
SHARAT KUMAR SAHU MANAGING DIRECTOR OF MS STALWART PROJECTS PVT. LTD.				55		GENERAL	SECONDPARTY/INSTITUTION			AT- PLOT NO.1, TULASI VIHAR COMPLEX, SAILASHREE VIHAR, PS- CHANDRASEKHARPUR, BBSR, DIST- KHORDHA
Representative Name		Institution Name		Representative Address		Representative Designation				
SHARAT KUMAR SAHU MANAGING DIRECTOR OF MS STALWART PROJECTS PVT. LTD.		MS STALWART PROJECTS PVT. LTD.		AT- PLOT NO.1, TULASI VIHAR COMPLEX, SAILASHREE VIHAR, PS- CHANDRASEKHARPUR, BBSR, DIST- KHORDHA		MANAGING DIRECTOR				

IDENTIFIER DETAILS

Name	Father/Husband's Name	Address	Gender	Age	Profession	ID Proof
HIMANSHU NAYAK	SAMBARU NAYAK	AT- C.S. PUR, BBSR, DIST- KHORDHA	MALE	0	Others	A

PROPERTY DETAILS

District	Village/Mouja-Thana	Khata	Plot	Area	Kisam Type	Market Value	Sabak Khata No.	Sabak Plot No.
KHURDA	PATIA-22	474/3470	306/1817	1 Acre (1Acre000Decimal)	GHRABARI	115000000	Not Available	Not Available
East NM	West NM	North NM	South NM	Property Transaction Details				
AGREEMENT AREA AC.1.000DEC.(FULL PLOT)								

The total transacted area is:1 acre(s).

APPLICATION ID CREATED BY : NARESH PRATAP SINGH RAJKUMAR
 DOCUMENT ENTERED BY : SUSANTA KUMAR DAS

