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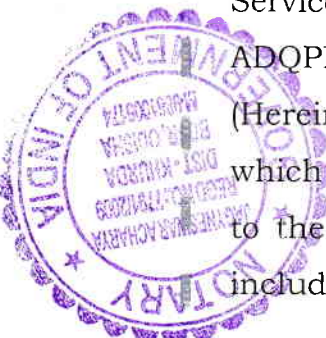
AGREEMENT FOR DEVELOPMENT OF LAND

This deed of Agreement for Development is made on this 3rd day of August 2018 at Bhubaneswar.

Between

SRI ANUBINDA MOHANTY, aged 47 years, S/o- Late Apruba Kumar Mohanty, resident of resident of At-N2/120, IRC Village, Po/Ps-Nayapalli, Bhubaneswar- 751015, Dist-Khurda, by Profession- Service, by caste- Karan, having PAN No:- ADQPM5463Q, Aadhar No-3355 3902 4699, (Hereinafter called as Land Owner/First Party which expression unless excluded by or repugnant to the subject or context shall deem to mean and include their legal heirs, representatives,

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For UTKAL BUILDERS LTD.
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Notary Govt of India
Odisha, BBSR, Dist-Khurda
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successors, administrators, executors, agents and assigns) hereinafter called the owner of the **FIRST PART.**

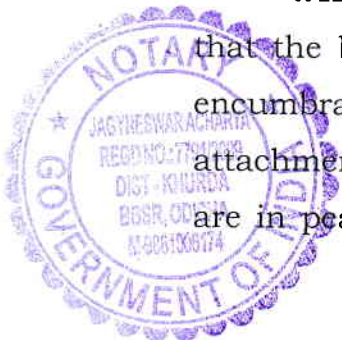
AND

M/S UTKAL BUILDERS LIMITED, a company registered under companies Act, 1956 and having its Registered Office at 777, Saheed Nagar, Bhubaneswar-751007, represented through its Managing Director **Sharad Baid**, aged about 41 years, S/o-Bhanwar Lal Baid, By Cast: Oswal, By Profession: Business, Aadhar No. 6393 3855 0025, PAN No-ADEPB3155G, (Hereinafter referred to as "Promoter/Developer" which expression unless repugnant to the context or meaning thereof shall mean and include its successors, executors, administrators and assigns) of the **SECOND PART.**

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WHEREAS, the First Party is the absolute owner of property under Mouza-Patrapada, Mutation Khata No-703/2256, Plot No.-336, Area-Ac.0.070, P.S-Khandagiri, District-Khurda, decimals which details described below as schedule property and enjoying the said property peacefully uninterruptly.

WHEREAS, the First Party hereby declared that the below mentioned property is free from all encumbrances, litigation, disputes, lines, attachments and charges etc. and the First Party are in peaceful possession over the below property



For UTKAL BUILDERS LTD.


Director

Jagyneshwar Acharya
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having all rights, titles and interest and etc. in any manner whatsoever.

WHEREAS, the Second Party has duly verified the land records and all other relevant documents regarding ownership of First Party and concern authorities/departments and also demarcated the schedule property along with boundaries.

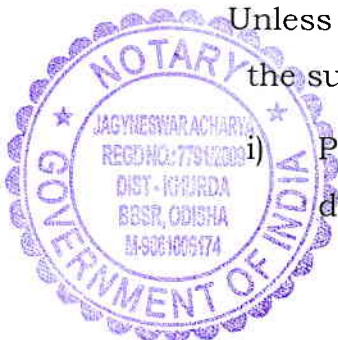
WHEREAS, the Second Party/Developer/Builder approached the First Party (Land Owner) to construct a multistoried building (Residential & Commercial) over below schedule property and accordingly First Party agreed with this proposal and has agreed to grant exclusive right of development of the scheduled land to the second party (Developer) in order to raise a building complex on and over the said land with an assurance not to enter for such development or to transact with others within the given time.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declares by the parties hereto as follows: -

ARTICLE-1(DEFINITION):-

Unless in these presents there is something is in the subject or contest inconsistent therewith:-

1) Property shall mean the entire land as described in the schedule appended hereto.



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For UTKAL BUILDERS LTD.
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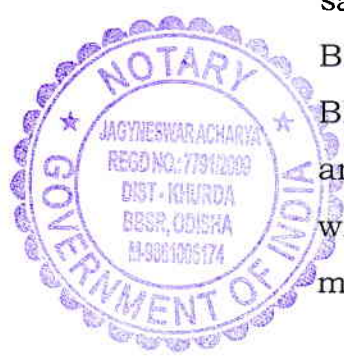
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Notary Govt of India
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- ii) Building shall mean the building to be constructed/erected over the said property as per Bhubaneswar Development Authority's approved plan or Bhubaneswar Municipal Corporation & approval of ORERA authority.
- iii) Owner Anubinda Mohanty shall include his successors, heirs, legal representatives and assigns etc.
- iv) Developer M/S UTKAL BUILDERS LIMITED shall include it's Managing Director, Directors Successors, Executors, Administrators and assigns etc.
- v) Common facilities shall mean and include corridors, common passage, stair case, roof, equipments and accessories provided in the building, motor pumps, 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.
- vi) Building Plan shall mean the plan to be sanctioned and approved by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and/or such other revised plan or plans with such modification or alteration which may be made thereto from time to time with

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For UTKAL BUILDERS LTD.
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the approval of competent authority/
authorities for the purpose of constructing
the building(s).

- vii) Units shall mean a portion of the floor space comprising of the residential & commercial complex capable of being exclusively occupied and enjoyed.
- viii) 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.

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ARTICLE-2(COMMENCEMENT):-

This Agreement for Development shall commence on 3rd August 2018 at Bhubaneswar.

ARTICLE-3 (CONSTRUCTION):-

- i) **That,** 2nd Party (The Developer) agreed to develop the said property at their own risk, cost and expenses and with their own resources after they obtain the requisite permissions, sanction and approvals from authorities concerned and thereafter to construct thereon the proposed building(s). The First Party(The Land Owner) agreed in accordance with this agreement, to place the physically and actual vacant possession of the said



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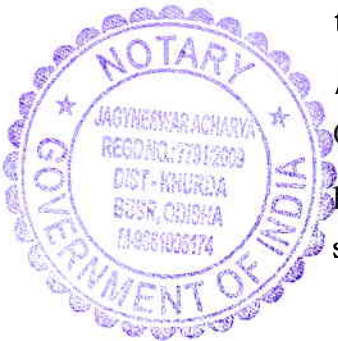
property and to grant exclusive right of development of scheduled land by submitting building plan(s) before the authorities and obtain requisite permission, sanction and approvals for developments, construction and completion of the proposed project with the signing of this Agreement with prior consultation and consent of 1st party (Land Owner) or their authorized representatives.

- ii) **That,** the building plan will be in accordance with the rules and regulations laid down by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation & the ORERA authority. The building shall be of first class construction based on the specifications conforming to BIS code of civil engineering practice and as per approved drawing.
- iii) **That,** the developer/2nd Party at their own risk, cost and expenses shall apply to the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation & ORERA for the requisite clearance, permission to construct/erect super structure on the said plot, the project

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building in accordance with the zonal plans in force for the said area.

iv) **That**, it shall be the responsibility of the Developer/2nd Party to submit, pursue and follow-up the plan to be sanctioned by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation.

a) All expenses/charges incurred in respect of approval/sanction or modification and/or alteration of the sanctioned plan and for any revised plan to be submitted for approval/sanction be on account of 2nd Party/Developer/Promoter.

b) The requisite fees for sanction of the plan(s) shall be borne by the Developer/Promoter.

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

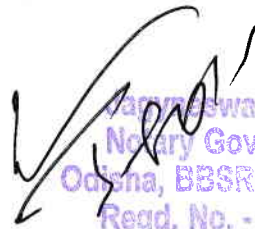
v) **That**, the 2nd Party/developer/promoter shall forthwith on obtaining the approval of plan form Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and after obtaining all statutory clearances from concern departments including ORERA shall start construction over the said property in a substantial and workman like manner in

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For UTKAL BUILDERS LTD.
Shradha Bora
Director



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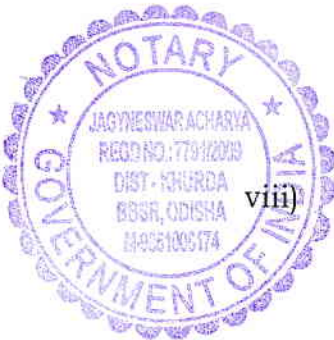

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accordance with the plans, specification and elevations to be sanctioned by the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation including any amendment, modification or variation or alteration to the said plans and specification which may be made by the 2nd Party/developer/promoter with prior consultation and consent of 1st party (Land Owner).

- vi) **That**, the said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the 2nd Party/developer/promoter and/or their agents.
- vii) **That**, the 2nd Party/developer/promoter shall comply with the requirements and requisition of the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and/or other local authorities as the case may be relating to the construction of the said building on the said property and shall obtain necessary approvals from the authorities concerned as and when required.
- viii) **That**, the 2nd Party/developer/promoter shall make their best endeavors to complete/finish the said building in all

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For UTKAL BUILDERS LTD.
Shradha
Director



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respects so as to benefit for occupation/
habitation within 30 (Thirty) months + 6
(Six) months grace period from the date of
signing of this agreement after obtaining
necessary approvals from BDA/BMC/
ORERA and in no case the completion of
the project shall extend beyond 48 (Forty
eight) months from date of this agreement
without fail unless the time for the subject
purpose is extended by mutual consent of
parties.

- ix) **That,** in the event the completion of the
project spills over the stipulated 48
months period due to any reason, the
developer shall pay rent the owner sqft. @
Rs.7/- for commercial space & sqft. @
Rs.5/- for residential space per month
failing to the share of the owner as per the
supplementary agreement till the building
is completed in all respects. Thereafter the
second party/developer will apply & obtain
completion certificate from the BDA. It is
further agreed between the parties that in
the event the Second Party failed to start
construction over below schedule property
as per the approved plan and design in
terms of schedule of construction within a
period of 24(Twenty four)months from the
date of agreement and General Power of

Anurupa de Rastogi
03.08.2018



For UTKAL BUILDERS LTD.
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Notary, Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
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Attorney for development of schedule land, then this agreement and the power of Attorney given by 1st party (The Land Owner) to 2nd party(The Developer) for the purpose of development of schedule land shall be treated as null and void rendered by issue of notice by the First Party (Owner) to the Second Party (Builder) and the contract shall be treated as closed.

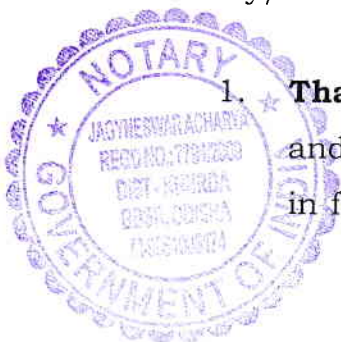
- x) **That**, it is further agreed by the parties that inconsideration of the owner /First Party having accepted the scheme of the developer, the owner/First Party have appointed the developer for developing his land. The First Party further agrees and accord consent in favour the second party/developer to undertake to such development of adjoining plots of others if opted and adjoin the same lawfully and can merge the said adjoining plots with this scheme for development.

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ARTICLE-4 (OWNER OBLIGATIONS):-

The owner hereby agreed and covenant with the 2nd Party/Developer/Promoter as follows:-

1. **That**, the Owner/First Party shall execute and register one General Power of Attorney in favor of the second party granting right of



For UTKAL BUILDERS LTD.

Director

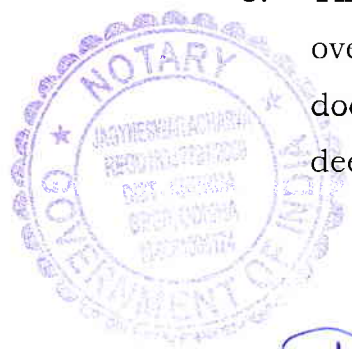
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development of the entire schedule property exclusively by delivering all power for preparing and submitting necessary building plan before the BDA/BMC/RERA and to obtain no objection certificates from all concerned authorities for construction of building, sale of the flats with proportionate undivided rights, title and interest of the schedule properties in respect of developer's share/allotment of the flats(as per the supplementary agreement) and other requirements. The second party, however, takes all the liability and responsibility for getting the approval of building plan from the BDA/BMC/RERA and other relevant authorities concerned and shall spend all necessary expenses for the same. The owner shall give necessary co-operation from time to time if required.

Anubhava Mohanty
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2. **That,** the First Party hereby declare and undertake that they shall hand over physical possession of the schedule property to the second party on the date of execution of this deed.
3. **That,** the Land Owner/First Party shall hand over copies of all relevant original document/title deeds/permissions/lease deed/ conveyance deed relating and other



For UTKAL BUILDERS LTD.
Shreedhar Bora
Director

Pandab Raut

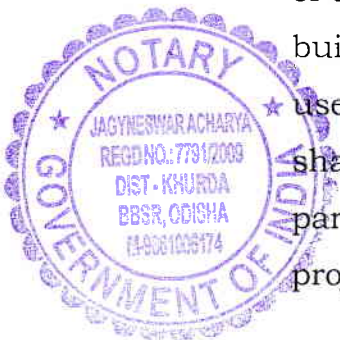
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Notary Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
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deeds to the schedule property to the second party as required.

4. **That**, it is specifically agreed by the parties hereto that the Owner/First Party shall agree to grant exclusive right of Development of the schedule property in favour of the second party/ developer who also agrees to obtain /receive the said exclusive right of development of the entire schedule property. Accordingly the parties hereto decide to determine the respective proportionate share of the building as 40% of super built up and saleable area allotted in favour of First Party (The Owner) and 60% of super built of area and salable area allotted in favour of second party(The developer) which will be allotted floor wise in proportionate manner(40:60) in each residential and commercial/office complex vide a supplementary agreement after approval of building plan and substantial progression of construction but before stipulated 30 months from the date of agreement given for approval and completion of construction of residential and commercial buildings on schedule property. The right to use the parking over the schedule property shall be allotted by the second party/developer after end of construction of project with all amenities.

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For UTKAL BUILDERS LTD.
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Director

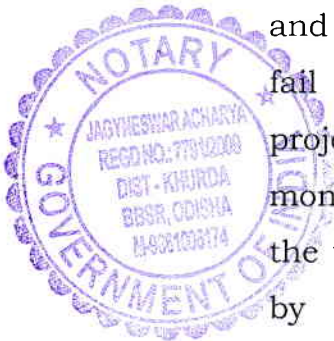


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Odisha, BBSR, Dist-Khurda
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5. **That,** the First Party shall execute a Regd. Power of Attorney in favour of the second party delivering all powers for development of entire schedule property with apartment by proper approval from BDA/BMC/RERA among which the developer/second party can sale their share i.e. 60% of super built of area of construction with proportionate undivided right, title & interest of the schedule property after signing of supplementary agreement as stated in Cl. No.4 above. Upon execution of such power of attorney and soon after the second party/builder/developer obtain necessary permissions from necessary authorities will start construction of the project building over the schedule property without fail.
6. **That,** the second party builder/developer agrees to complete the project in all respect with all amenities within 30 (Thirty) months + 6 (Six) Months grace period from the date of signing of this agreement after obtaining necessary approvals from BDA/BMC/RERA and other Government authorities without fail and in no case the completion of the project shall extend beyond 48 (Forty eight) months from date of this agreement unless the time for the subject purpose is extended by mutual consent of parties, and

Anurag Mohanty
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For UTKAL BUILDERS LTD.

Director

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consequent upon such completion of the entire project from all angle by second party, shall handover physical possession of the 40% of the share in the entire project to the First Party/Land Owner as per the supplementary agreement with due written acknowledgement with all amenities.

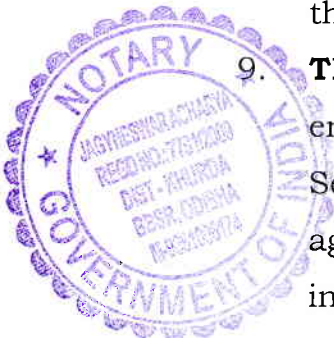
7. **That,** the 2nd party/builder have right to advertise, market, book, sale or offer for sale or invite persons to purchase towards 60% of the share in the entire project by executing necessary deeds or deed of conveyance or sale deeds and also hand over physical possession thereof.
8. **That,** the First Party (The Land Owner) has agreed, admitted and acknowledged the receipt of token refundable consideration security money of Rs.1,00,000/- (Rupees One Lakh) only & the amount has been received in shape of cheque i.e. bearing Cheque No.-160554 on dt.03.08.18 in favour of First Party & the cheque is drawn on Axis Bank Ltd. Main Branch, Bhubaneswar from the Second Party (The Developer).
9. **That,** the owner declare that, they are entitled to enter into this agreement with the Second Party/Developer and they have not agreed, committed, contracted or entered into any agreement with any other person in

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For UTKAL BUILDERS LTD.

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respect of the property and they have not created any mortgage, charge or encumbrance on the said property nor has done any act, deed or thing by reasons whereof, the development of the said property may be affected in any manner and the land owner shall no manner of risk/liabilities/ responsibilities of the construction of the building/apartment over the schedule property.

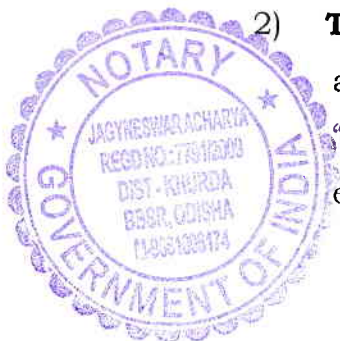
10. **That**, the owner has the right to inspect the said construction at all reasonable times by giving proper intimation to the second party.

ARTICLE-5 (2ND

PARTY/DEVELOPER/PROMOTER

OBLIGATIONS):-

- 1) **That**, the Project work shall be commenced with effect from the date of signing and execution of this agreement and construction will start after the date of the approval of the building plan by the BDA/BMC/RERA after all statutory compliances.
- 2) **That**, the 2nd Party (The Developer) further agreed to convert the status of land from "Patita" to "Gharabari" at his own cost and expenses if there is a requirement of same.



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For UTKAL BUILDERS LTD.
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- 3) **That,** the developer is entitled to have a map or plan sanction in the name of the owner and developer jointly from the BDA/BMC/RERA and also obtain necessary permission/no objection from the different Govt. and non Govt. authorities as would be required for the purpose of development and construction of the building over the schedule property. However the 2nd party / developer take all the responsibility and liabilities for getting such permission / approval / no objection etc. from the concern authorities at their own cost and expenses.
- 4) **That,** the developer shall be entitled to deal with their share of 60% of super built up area with proportionate undivided right, title and interest of the schedule property exclusively and execute any deeds such as agreement for sale / transfer alienation after signing and execution of supplementary agreement for which no further consent of the owner shall be required.
- 5) **That,** it is further agreed by the developer that they shall construct the purposed building/apartment over the schedule property at their own risk and cost. No project loan shall be taken mortgaging 40% share of the First Party over the below

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For UTKAL BUILDERS LTD.
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Director



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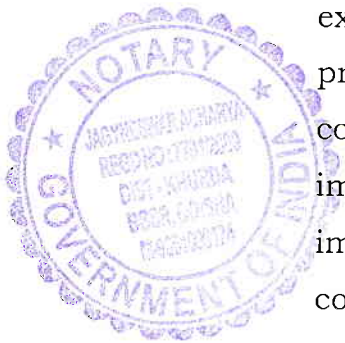
schedule property by the 2nd party (The Developer).

- 6) **That**, the having agreed by the parties hereto, the second party (The developer) shall take prompt action for completion of construction of building within 30 (Thirty) months + 6 (Six) Months grace period from the date of signing this agreement after obtaining necessary approvals from BDA/BMC/RERA and other Government authorities without fail and in no case the completion of the project shall extend beyond 48 (Forty eight) months from date of this agreement unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the 1st party (The Land Owner) agrees that the 2nd party (The Developer) shall be entitled to the extension of time for completion of the project, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Both the parties agree and confirm that, in the event it becomes

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For UTKAL BUILDERS LTD.

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Odisha, BBSP, Dist-Khurda
Regd. No. - 791/2009
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impossible for the Developer to implement the project due to Force Majeure conditions, then this agreement shall stand terminated. The second parties / builder / developer confirm that they shall utilize best materials and shall make construction according to the approved plan without deviation. In the event of any deviation during the course of execution of the work, then the second party/developer shall be accountable for the same and the owner (First Party) shall have no manner of liabilities.

Arunabha Mohanty
03.08.2018

- 7) **That,** the second party developer shall get the building plan approved, complete the project as per approval from BDA/BMC/RERA and hand over possession of the owner's share to the First Party (The owner) within the stipulated time. In case of any default, the First Party (The owner) shall be compensated to the extent agreed upon described above.
- 8) **That,** it is further agreed that after the end of project with all amenities the second party will voluntarily make Possession Hand over Letter as per terms and conditions of this Agreement and subsequent supplementary agreement in favor of First Party (Land Owner).

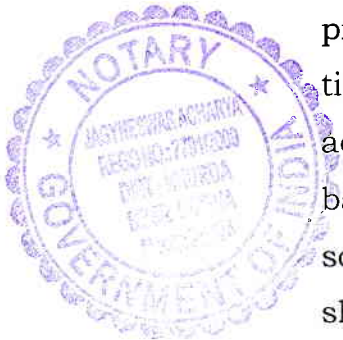
For UTKAL BUILDERS LTD.
Shreed 130
Director



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Notary Govt. of India
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- 9) **That,** the Second Party undertakes not to violate or contravene any terms and conditions of Agreement for Development and Power of Attorney or any statutory provisions, rules, regulations etc.
- 10) **That,** it is specifically agreed by the 2nd party that any labour or workmen engaged for the construction of the building by the Developer/Builder will be the employee of the Developer/Promoter. The land owner shall have no relationship of employers with the aforesaid employees and any amount that may be awarded under any agreement, labour dispute or proceeding under workmen's compensation act or damage are the sole responsibility/ liabilities of the developers/promoters and the owner shall not incur any liability, responsibilities for the same.
- 11) **That,** as per Odisha RERA Rules, 2017, 70% of the amounts realised by the 2nd Party (the Developer) for the real estate project from the allottees for booking of his proportionate share (60%), from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction on schedule property as per approved plan and shall be used only for that purpose.

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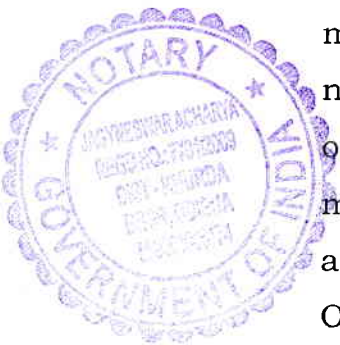
For UTKAL BUILDERS LTD.
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Director

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- 12) **That,** the amounts from the separate account, to cover the cost of the project, shall be withdrawn by the 2nd party (The Developer) in proportion to the percentage of completion of the project.
- 13) **That,** 2nd party (The Developer) shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project and the same shall be furnished to 1st party (The Land Owner) when asked for.
- 14) **That,** after this Agreement is executed, 2nd party (The Developer) shall not mortgage or create a charge on the schedule property belongs to 1st party and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the 1st party (The Land Owner).

Arumbinda Notary
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For UTKAL BUILDERS LTD.
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Director

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Regd. No. - 7791/2009
Mob. : 9861006174

- 15) **That,** the Second Party (The Developer/Builder) shall provide free maintenance to the building as well as Warranty to all installations with rectification of defects if pointed by 1st party/any tenant for one year from the date of handing over of the building without charging any extra cost to the First Party/tenants or the flat owner.
- 16) **That,** as decided and agreed upon that there would be absolutely no deviation from the authority it is very much fair and justified that the Developer builder should obtain occupancy completion certificate within a reasonable time from the date of first possession from the BDA.

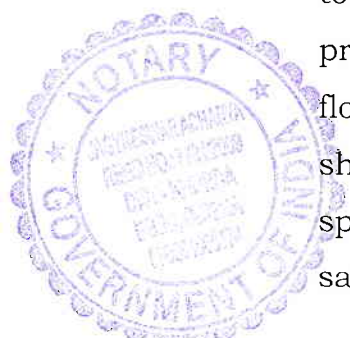
Arumbarla Authority
03.08.2018

ARTICLE-6 (CONSIDERATION):-

- 1) **That,** the Residential and commercial complex that will be constructed on the schedule property shall bear the name "**Utkal Apurba Enclave**".
- 2) **That,** the parties hereto above shall share the total built-up areas in the project building proportionate to their shares in respect of the floor space. The areas proportionate to their shares in respect of the floor space/parking space of the entire project to be built on the said plot shall be allotted/assigned in the ratio

For UTKAL BUILDERS LTD.
Shard 130
Director

Pandab Reet



[Handwritten Signature]
Notary Public, Acharya
Notary, Govt. of India
Odisha, BSR, Dist-Khurda
Regd. No. - 7791/2009
Mob. : 9861006174

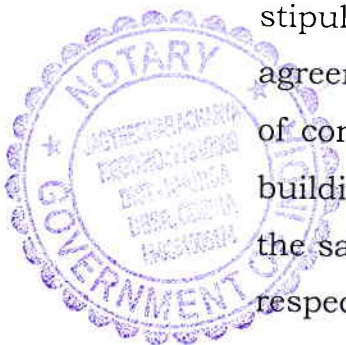
i.e. 40% of the owner and 60% of the builder in orderly manner in the entire project.

3) **That,** the parties hereto i.e. the developer/2nd Party, the owner hereby mutually agree that in order to and for the purpose and in the process of proportioning the saleable areas in the allocated shares of 60% and 40% amongst themselves, if the portion of such saleable area falling in the share 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 market rate at the time of distribution between the parties. It shall, however be open to the parties to arrive at such other manner mode of computation of the compensation payable in such situation by mutual agreement.

4) **That,** the builder and the owner shall enter into vide a supplementary agreement after approval of building plan and substantial progression of construction but before stipulated 30 months from the date of agreement given for approval and completion of construction of residential and commercial buildings on schedule property to dispose of the saleable built up areas coming under their respective shares as agreed to under this

[Handwritten Signature]
Anubanka Authority
03.08.2018

For UTIKAL BUILDERS LTD.
[Handwritten Signature]
Director



[Handwritten Signature]
Pandab Root


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

agreement at an agreed common rate at any specific point of time. The parties ensure that at no point of time any one of them will agree to sell any area out of their respective shares at any rate different from the rate mutually agreed upon. That in consideration of the terms hereby agreed upon the 1st party (Land Owner) convey, assign and vest upon the developers/promoters the right of development/construction on the said property and also their rights to enter into agreement to sell, transfer and assign 60% of the constructed space/built-up areas in the said building together with proportionate interest in the land at such rate as may be determined by both the developer and the owner on such terms and conditions as they may decide vide supplementary agreement.

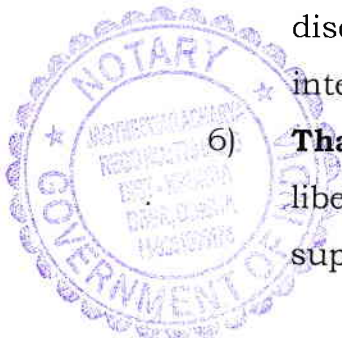
5) **That**, the owner hereby agree to execute necessary deeds of conveyance directly in favor of the intending parties as per the advice of the Developer/Promoter. However, all liabilities including costs, charges and expenses in respect thereof shall be paid and discharged by the developers/promoters or the intending parties.

6) **That**, the Developer/Promoter shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers

Arunbaha Mishra
-03.08.2018

For UTKAL BUILDERS LTD.

Director



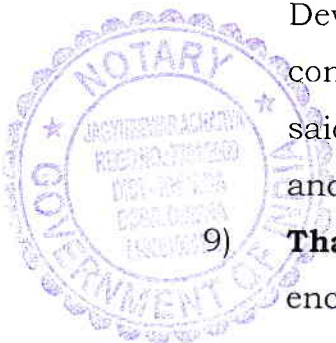
Pandab Reet

Notary Public for India
Gulsha, Bhubaneswar, Dist-Khurda
Regd. No. - 7791/2009
Mob. : 9861006174

to carry out the construction works and the owner shall not have any objection for the same at the developer liability and risk.

- 7) **That,** the Developer/Promoter shall have the right to receive from the intending flat owner any earnest money and/or booking amount and also the balance of cost of unit and to grant receipt(s) and execute such receipts as may be deemed necessary. The owner hereby agree to ratify and confirm all acts, the developer/promoter shall lawfully do and to execute and perform or cause to be executed and performed all such act or deeds in connection with the transfer of proportionate impartible share in the land and/or units in the said proposed building by virtue of this agreement on receipt of consideration amount /construction cost.
- 8) **That,** the owner hereby agree to execute and sign necessary documents, letters, power of attorneys, which may be required for carrying out the construction of the proposed building and to render all help and assistance to the Developers/Promoters to facilitate the construction of the proposed building on the said plot of land in accordance with the terms and conditions of the agreement.
- 9) **That,** the owner shall remain liable to encumbrance, if any in respect of the said

Anuranga Mishra
03.08.2018



For UTKAL BUILDERS LTD.
Shardubon
Director

Pandab Rout

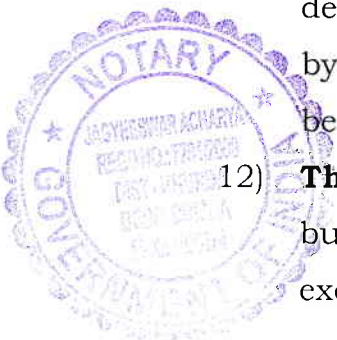
land up to the date of this agreement, the developer/ promoter remaining liable for all encumbrances/ liabilities created after this date, in relation to the land or proposed construction.

- 10) **That,** the owner and developer/promoter shall have the right to sue for specific performance of this contract/agreement or any other supplementary contract which may be executed for non-compliance of any term and suing party shall also have a right to recover cost and damaged if any.
- 11) **That,** the only on written permission of the owner the builder declare that if during the course of construction of the project building any alternation, charges, deviation from the sanctioned plans become necessary or advisable the said alternation/change/deviations may be made in conformity after obtaining modified plan approved from BDA/BMC/RERA and the municipal Bye-law and zonal Regulations and that as consequence of such alteration/changes/deviations, if any compounding fees is levied by the BDA/BMC/RERA the said liability shall be borne by the Developer/2nd Party.

- 12) **That,** the owner undertake to constitute the builder/developer as their attorney by executing general power of attorney duly

Arumbaba Acharya
07.08.2018

For UTKAL BUILDERS LTD.
Shradh v3
Director

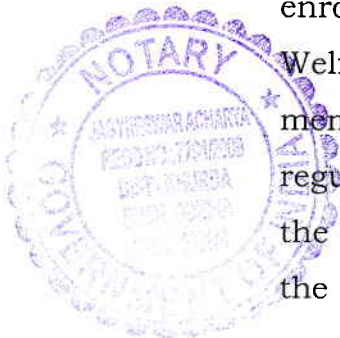


2/8/2018
Lagunewar Marya
Notary Public of India
Gujarat, District Gandhinagar
Regd. No. 17019/199
M.No. 17019/20174

registered for completing the exercise and effectuating the object in connection with the development/construction and completion of the project building. However the developer/2nd Party undertake in their capacity as developer/2nd Party not to do or cause to be done any act, commission or thing which may in any manner, flout contravene and contravene any law, rules regulation etc., which may amount to misuse of any authority or right hereby conveyed or breach or provisions of law. In case of non-performance or non-observance of such law, rule, regulation or condition of this agreement, the entire liability in that behalf shall be incurred or discharged by the developer/2nd Party and further more the developer/2nd Party undertake to keep the owner entirely harmless and indemnified against all claims or demands.

Anubinda mistry
03.08.2018

- 13) **That,** after completion of the project, the First Party or their allotted flat owner other flat owner allotted by Second Party will jointly enroll as members of the Apartment Owner Welfare Society by paying the necessary membership fees, contribution and other regular charges, taxes etc. towards setting up the corpus fund of the society and will register the society before the concern authority. The



For UTKAL BUILDERS LTD.
Shard v3a
Director

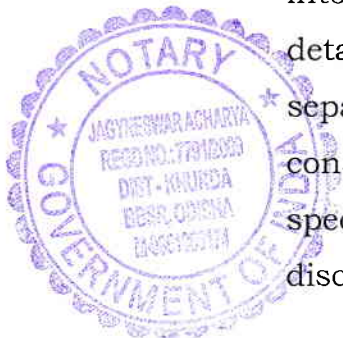
Pandab Rent

Jagyneshwar Acharya
Notary Public of India
Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
Mob. : 9891065174

owner/allotted flat owner shall also be bound by the rules and regulations of the society and be entitled to equal rights as other purchasers of the individual apartments.

- 14) **That,** the owner also agreed with the conditions of second party to apply for services such as electricity, internet, cable television etc. individually for each apartment with the appropriate authorities. They will be responsible for the maintenance and all payments for securing the connection and for continuity of the services.
- 15) **That,** it is further agreed by the parties here to that they shall prepare a scheme for management and maintenance of the project after its completion by forming a society duly registered by competent authority as per the provisions of the Orissa Apartment ownership act and the developer will exclusively maintain the project till the Regd. of society or for 1 (one) year from the date of handing over possession to the first flat owner.
- 16) **That,** both the parties agreed to again enter into supplementary agreement providing all details of entire building / project in a separate sheet regarding the plan, construction, materials, interiors, specifications any other facilities as per discussion in respect of project and prior to

Anubha Mishra
03.08.2018



For UTKAL BUILDERS LTD.

Shreed B

Director

Jagjyeeswar Acharya
Notary Govt. of India
Odisha, 751001, Dist-Khurda
Regd. No. - 7781/2169
Mob : 9821485124

starting of construction of project over
schedule property.

ARTICLE-7 (JURISDICTION):-

All disputes or differences that may arise between the parties right as to the interpretation of this agreement and any other subsequent supplementary agreement or as to claims rights or obligations under this agreement and any other subsequent supplementary agreement or any breach or default or specific performance etc shall be preferable to arbitration in accordance with Arbitration and Conciliation Act 1996. Failure to resolve the issues through arbitration within a reasonable period of six months' time from the date of referral to the Arbitration the dispute would be referred to the courts in Bhubaneswar and the parties are also assumed to the Jurisdiction of Consumer Forum at Bhubaneswar.

Arunbharan Mishra
03.08.2018

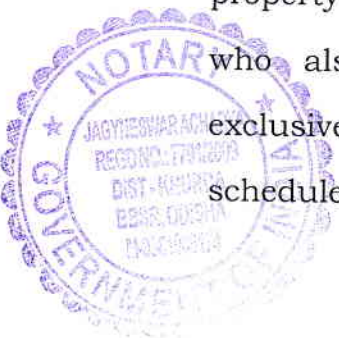
ARTICLE-8 (ALLOCATION OF SHARE):-

That, it is specifically agreed by the parties hereto that the Owner/First Party shall agree to grant exclusive right of Development of the schedule property in favour of the second party/ developer who also agrees to obtain /receive the said exclusive right of development of the entire schedule property. Accordingly the parties hereto

For UTKAL BUILDERS LTD.

Shreedev
Director

Pandab Raut



Jagdish Acharya
Jagdish Acharya
Notary Govt. of India
Odisha, EBSR, Dist-Khurd
Regd. No. - 7791/2009
Mob. : 9861006174

decide to determine the respective proportionate share of the building as 40% of super built up and saleable area allotted in favor of First Party (The Owner) and 60% of super built of area and salable area allotted in favor of second party(The developer) which will be allotted floor wise in proportionate manner(40:60) in each residential and commercial/ office complex vide a supplementary agreement after approval of building plan and substantial progression of construction but before stipulated 30 months from the date of agreement given for approval and completion of construction of residential and commercial buildings on schedule property. The right to use the parking over the schedule property shall be allotted by the second party/developer after end of construction of project with all amenities.

Arundha notary
03.08.2018

ARTICLE-9 SCHEDULE OF PROPERTY

Mouza-Patrapada, Ps-Bhubaneswar (Now-Khandagiri), Tahasil-Bhubaneswar, under Sub Registrar Khandagiri, Bhubaneswar, Mutation Khata No.-703/2256, Plot No-336, Area-Ac.0.070 dec. Status-Stitiban, Kisam-Patita, corresponding to Sabik Khata No-6.



For UTKAL BUILDERS LTD.
Shreed v3
Director

Pandab Raet

Jayneswar Acharya
Notary Govt of India
Jajpur, BBSR, Dist-Khorda
Rgd. No. - 7791/2009
Mob. : 9581006174

IN WITNESSETH WHEREOF the parties hereto having been agreed with the terms and conditions stated in this agreement are set and subscribe their hand and seal as token of free consent/will on this 3rd August 2018 at Bhubaneswar.

Witnesses:

1. Pandab Raut
So. BHutinath Raut
Annabada murray
Signature of the First Party 03.08.2018
Dabaradhua Patra
Khordha

2. Nandita Sahoo
777, Sahid Nagar
BBSR - 7
For UTKAL BUILDERS LTD.
Signature of the Second Party
Director

C E R T I F I C A T E

Certified that the Executants of this deed of Agreement for development of land is my client and the deed has been processed in computer by my computer operator, according to my dictation and the contents of the deed was explained to the executants, who being satisfied about the correctness of the same put their signatures in my presence and in presence of the witnesses.



Signature of the Advocate.
Advocate.
Page 30 of 30



सर्वोच्च न्यायालय
Government of India



नाम: जगन्नाथ अचर्या
पता: 10/15/1, Bhubaneswar
संपर्क: 98680 12345
पिन: 751 001



3355 3902 4699

आधिकारिक मोबाइल प्रमाणिकरण

At mobile number



न्यायाधीश
Notary Public of India

नाम: जगन्नाथ अचर्या
पता: 10/15/1, Bhubaneswar
संपर्क: 98680 12345
पिन: 751 001

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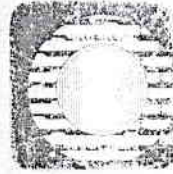
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Jagynandan Acharya
Jagynandan Acharya
Notary, Govt of India
Odisha, BBSR, Dist-Khurda
Regd. No. - 77962009

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ANUBINDA MOHANTY
ANANTA KUMAR MOHANTY
13/05/1971
Permanent Account Number
ADQPM5463Q



Signature

Anubinda Mohanty

2 True Copy Attached
3-8-2015
Jagdish Chandra Mohanty
Noida, India
Odisha, Bhubaneswar-Khurda
Regd. No. - 72912399



ଭାରତୀୟ ବିଶିଷ୍ଟ ପରିଚୟ କର୍ତ୍ତୃପତ୍ର

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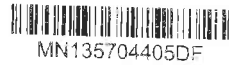
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Government of India

ନାମାଙ୍କନ କ୍ରମ / Enrollment No.: 1040/10610/00071

To
02/12/2012

ପାଣ୍ଡବ ରାଉତ
PANDABA ROUT
DABARADHUA PATNA Chuda
Dabardhuapatna Khordha
Odisha 752066

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ଆପଣଙ୍କ ଆଧାର ସଂଖ୍ୟା / Your Aadhaar No. :

9496 3279 4552

ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର



ଭାରତ ସରକାର
GOVERNMENT OF INDIA



ପାଣ୍ଡବ ରାଉତ
PANDABA ROUT
ପିତା : ଭୂତିନାଥ ରାଉତ
Father : BHUTINATH ROUT
ଜନ୍ମ ବର୍ଷ / Year of Birth : 1968
ପୁରୁଷ / Male



9496 3279 4552

ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର

Pandab Rout

[Handwritten Signature]

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