



ଓଡ଼ିଶ





42AA 814094

DEVELOPMENT GREEMENT

THIS DEED OF AGREEMENT MADE on this date of 20th April of 2018

BETWEEN

(1) RAJANI PRAVA PRADHAN, aged about 65 years, W/o Late: BairagiPradhan,(2) PRADYUMNA KUMAR PRADHAN, aged about 40 years S/o Late. BairagiPradhan, resident of At/PO: Panchagaon, PS; Airfield, Bhubaneswar, Dist: Khurdha, (3) PUSPITA PRADHAN, aged about 44 years, W/o: Bijay Kumar Harichandan, resident of LIG-1295, Dumduma Housing Board Colony, PS: Khandagiri, Bhubaneswar - 751019, Dist: Khurda, herein after called as Land owner/ First Party (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, assign and representatives in interest) of the FIRST PART.

Page 1 of 11

Prodyemon ham Prolle J.Barak Stamp Vendor S.R. Kilanda Jin BBSR AZAA 814094 DEVESTIGATION OF THE PARTY OF T THE DEED OF ACRES MENT MADE on this date of 20th April of design after called as Land owner/ First Party (which of ession shall unless excluded by or repugnent to the context be





SKYIES INFRAHOME (OPC) PVT. LTD. Represented by its Managing DIRECTOR SRI ANIMESH SWAIN, aged about 32 years, S/o Rajkishor Swain by caste-Khandayat by profession- Business, resident of HIG- 1/14, BDA Colony, KapilaPrasad, Near Lingaraj Station, PS; Airfield, Bhubaneswar, Dist khordha, odisha (herein after called as Second Party) the developers-promoters builders which expression shall deem to mean and include each of its directors in office and assign of the SECOND PART.

WHEREAS the property mentioned in the scheduled below, stands recorded in the name of Rajaniprava Pradhan, W/o- Late BairagiPradhan, Pradyumna Kumar Padhan who are the absolute owner of the property details of which mentioned below, without any dispute as stated by the 1st party. For the purpose of the development and construction of INDIVIDUAL RESIDENTIAL DUPLEX HOUSES PROJECT over the said land the owner have agreed to execute General Power of Attorney in favour of the developer of the 2nd party on sharing basis.

Page 2 of 11

Pradjumo kom fradh Stamp Wendor S.R. K landa siri, BBSR dispute as stated by the 14 party. For the purpose of the



developing, promoting construction of housing projects from its own financial resources and from bank project finance to carry out any development scheme including construction of individual residential duplex houses, engage engineers, masons and laborers and also put resource for building and supervise of completing the construction of the proposed project as per the sanction plan of BDA/BMC and RERA.

WHEREAS the developer shall obtain the approved layout plan and the building plan from BDA/Concerned Authority for construction of individual residential duplex houses.

AND WHEREAS, it appears that, what has been stated herein before and both the parties have been agreed for construction and completion of the project and in this regard the owners have executed General Power of Attorney (GPA) in favour of the Developer and shall act in the strength of the said GPA for developing the land mention in the scheduled below over which the developer shall have full right to construct individual residential duplex houses and allot to the persons whom he/his construction company select (s) out of the developer's share to accept the advance money, make agreement with customer obtain project loan from his bank and all the act as mentioned in GPA.

SKYIES INFRAHOME (OPG) PVT. LTD

Songer les Chettaly

Page 3 of 11

Pradyimmi know Prad Man J. Baral Stamp Vendor S.R. Klands In BBSR



NOW THEREFORE THIS AGGREMENT WITNESSETH AS 2AA 814097 FOLLOWS:-

1. That the Developer has agreed and undertake for development of the said property by raising and constructing individual duplex houses for residential purposes in the strength of GPA. The Developer shall obtain necessary layout plan and obtain approval from BDA at his own cost.

2. That it is the duty and responsibility of the Developer to arrange purchaser(s) and the Developer shall be free to execute similar agreement with them from time to time

without any hindrance.

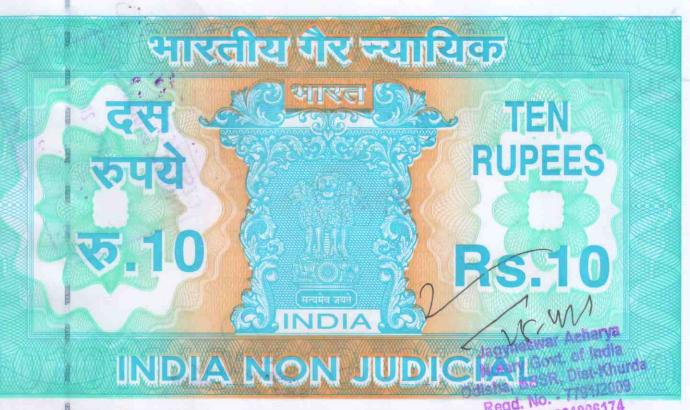
It is further agreed that the Developer shall have no objection to the owner share of 35% of the total Individual Residential Duplex Group Housing project Plan approved by BDA. If the owners intend to sell their share, then the Owners can do so at their free will and choice, not depending on the Builder after getting possession. It is further agreed that the Developer will have liberty to dispose by selling the rest 65% of the individual duplex project to be constructed by the Developer to which the Owners shall have no objection for such sale and Developer shall accept full amount of the consideration money paid by the intending purchaser towards expenditure incurred to the Developers.

Pustite Haricharden SKYIES INFRAHOME (OPC) PKT. LTD.

Sadaep unnas Sigh



J.Baral Stamp Vendor S.R. Khandagiri, BBSR Pradyemm brum Prollen Managing Directo That it is line duty and responsibility of the Developer to Developer to which the Owners shall have no objection for consideration money paid by the intending purchaser



IT HAS BEEN FURTHER AGREED BY AND BETWEEN THE 4098 PARTIES HEREIN AS FOLLOWS:

That in consideration of the aforesaid terms and conditions, the Developer has paid a sum of Rs.4,00,000/- (Four lakhs) only, vide cheque No-000006 on dated-10.03.18 and Rs2,00,000/- shall be paid after getting project approval from RERA to the first party as an security amount which is interest free if the project is executed. And the total amount taken by the first party will be refunded to the second party and/or adjusted from the share of first party at the time of getting handover of possession from the 2nd party /builder.

That, the first party executed a Development General Power of Attorney in favor of the Second Party developer vide GPA ID No 11121801708 Registered in the office of Jatni.

The owners or any person claiming under them shall not interface with the peaceful construction of said premises by the Developer. But land owner can see directly or appoint or authorized supervisor to see for quality construction as per agreement for owner share only.

The Developer by virtue of the said GPA shall sign the map or plan and other papers that may be required and shall also sign all other paper and documents as may be required or be necessary for the Purpose of getting sanction/approval and also for obtaining the project loan if required for the timely construction and completion of the project.

locabeet Kommer are

60

Page 5 of 11



rad Jummi Durnin Pradhe Stamp Vendor S.R. Kilandagiri, BBSR MINISTER PREPARE AGREED BY AND RETWEEN Managing Director SKALEZ IMERYHOWE (OBC) SAL FLD stor all other paper and documents as may be required or be

required for the timely construction and completion of the



THE OWNERS HAVE FURTHER AGREED AS FOLLOWS:

1. Not to enter any agreement, sale, mortgage, gift or lease for development in respect of the said property with anybody else, during this agreement period or in other word when this agreement is in force

2. Not to do any act, deed things thereby the Developers may be prevented selling assigning and/or disposing of any Developers allocated share in the proposed project on the said land.

3. It has been agreed by the Developer that he would complete construction of the all individual residential duplex houses as per the approved plan within 30 (thirty months from the approved plan from BDA and RERA as per General Power of Attorney or else the 1st party is at liberty to get non refundable surcharge from the 2nd party @ 1% per month over the considered allocation share of the 1st party towards loss and damages.

That the owners of the First part their prospective purchaser, on completion of the total individual duplex houses in all respect, will bear the cost of the maintenance expenses like electricity and water charges, sweepers salary, Watchman's salary and other common expenses and amminities charges which is filling in owner share proportionally only. The owner has also pays the GST amount through the developer if he wants to sell his share to anybody else.

Prest Stand Stalk
Prest Stand Ruman Profles
Prest of Harichander
SKYIES INFRAHOME (OPC) PVT. LTD.

Managing Directo

Indoor unman Sigh Sonyor las Battachays

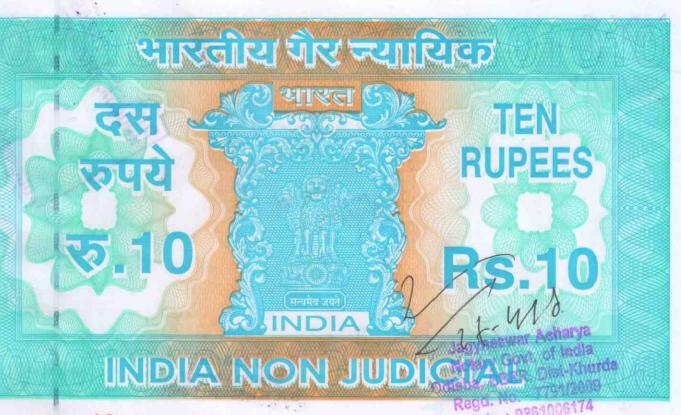
JAGYNESWAR ACHAR REGOHOATT9 12500 DIST - KHURDA BISSR, ODISHA M-956 1005174

4.

Page 6 of 11

radgemme binn Pradle electricity and water charges, sweepers sulary, Watchman's

Az To O ngs4



The owner will be no way responsible for construction of the 2AA 814100 individual duplex houses over the schedule land. Any illegal or unauthorized construction if any made by the developer, the Developer shall be held responsible for fine and punishment and shall compensate to the owner for such illegal and unauthorized construction.

6. The Owner shall deliver the peaceful and vacant lawful possession of the said premises to the Developer simultaneously upon execution of General Power of Attorney with all the original documents relating to the property.

7. The subject to be provision of this presets, the Owner hereby gives the Developer exclusive right to construct individual residential duplex houses on the portion of the land mention in the schedule and as per the approved plan of BDA/Concerned authority.

That notwithstanding any clause. The Developer shall not modify the plan of construction, until and unless, it is duly approved by the BDA/concerned authority.

This it is further agreed by and between the parties that in case acquisition of the said land or any part thereof by the public authority, the compensation receivable by the Owner, shall be apportioned among Owner, Developer or the Purchaser as the case may be, subject to condition, if the individual duplex houses are completed in all respect and divide between themselves as per proportion of 35% and

Sonderf ruman Singh

NO TARREST OF THE PARTY OF THE

8.

Page **7** of **11**

ad Juma bum foodlan J. Baral Stamp Vendor S.R. Kundagiri, 888R Manualing Director itall be apportioned among Owner, Developer or the

Page 7 of 44



approved by the BDA.

That, the Owner shall also authorize to the Developer by the said proposed GPA in order to avoid the double registration expenses to do all other acts, deed and things at the instance of the Developer, whenever, necessary to obtain approval, permission or sanction of any public or statutory body, obtaining project loan as may be required for the construction of the proposed project.

That, at the time of allocation of the Owners share (i.e. 35% of total individual duplex houses to be constructed over the schedule property) the Owners share will be allocated on mutual understanding between both parties after getting plan approval.

That, incase of any natural calamities such as flood. Heavy rain, cyclone, earth quake, etc. or any other unrest, any Government Policy measures, enactment of any law, order of the Court etc. for which any situation arises, so as to make the situation beyond control of the Developer to continue the construction work the time period for completion of the work shall extend by that time period.

That the Court at Bhubaneswar alone shall have Jurisdiction to adjudicate dispute, suit and proceeding arising out of this agreement.

Posadase runne Sugh Surgae led Battaslage Sad Juma burner Pradles J.Baral Stamp Vendor S.R. Khandagiri, BBSR that the Court at Bludgolers by alone that have jurisdiction



their seal and signature, on this day, month and year above mentioned in presence of the following witnesses:

CONSTRUCTION SPECIFICATION

FOUNDATION- RCC Frame structure with columns for the purpose of tow storied building.

STRUCTURE- All RCC works shall be M20 concrete and ISI Brand Steel.

WALLS- Walls will be made by Fly Ash bricks internal wall 5" & external wall 8'-9'.

FLOORING- 2x2 Vitrified tiles willbe provided in all area where it is required ,except bathroom tiles.

DOORS- All doors will be quality Flush door with Laminate fixing & ISI quality hardware's fittings. Bathroom doors will be PVC Make.

WINDOWS-Aluminium powder coated frame with color glass and protected with MS Grills.

KITCHEN- Granite platform with ceramic tile up to 2.5 ft. above platform with stainless steel sink with power plug for microwave, fridge, grinder, etc.

Ponteep Kuman Sigh Songen Cel Battachay Pradjumna kumer Pradles Baral Stemp Vendor S.R. Kuendegin, BBSR ter every mineral William III, the parties to this agreement his every the charle mations with columns the up to 2.5 it, above Odisha, No

TOILETS-ICPVC Fittings of guaranteed quality, design tiles and ceramic fittings of parryware/Hindware/Cera& provision with mirror, basin, shower, towel rod, etc. provision for hot and cold water in master bed room bathroom only.

WALL FINISH – Interior wall finished with good quality putty and color and two coats of distemper and exterior wall will painted with Weather Residential paint of ASIAN/DULUX.

ELECTRICAL- Concealed wiring network of Finolex make with Modular Switches of Cona/ Havellsmake.

WATER- Through deep bore well as per BDA norms with overhead tank.

TRANSFORMER- SEPARATE Transformer will be provided for the entire project.

BOUNDARY WALL – One common boundary wall of the entire independent housing project with MS grill Gates will be provided for common security purpose and also individual plot boundary wall shall be 4 ft in all sides of the house with designed fence of M.S Grill gate at the front side i.e. owner share only.

ROAD- Developed road for the common use both the parties and their customer for all times to come should be there.

ARIGALIA obyumna kumu produc pita Harichanda RAHOME (OPC) PVI. LTD. mum ch Lanou

Songer Kumar Sugh

Page 10 of 11

Poadyumna kumar Fradley Stamp Vendor S.R. K. andagiti BBSR PRICAL- Concealed wiring network of Finales make with



ওভ়িৱা আভিয়া ODIS SCHDULE OF PROPERTY

District - Khurdha PS- Airfield, Tahasil: Jatni, Mouza: PANCHAGAON, Khata No. 469/261, Plot No. 2053, Area 0.330 dec, Stitiban, KIsam-Gharabari, Rent Rs.1.00PS.

WITNESSES:

1. Prindeep kumer Sirgh Mo. Late. Chemasen Sirgh Atl Po- Patrapada Dist. Khurdha (0)

2. Souga lal Mallachayt

2. Songen lad 18 hallachayt 8/v-B.N. Bhatlachayt Prot No-852/0193, Makadas coad, old fown

751002

Pradyumne kumer Pradhun puspeta Harichandan.

SIGNATURE OF THE FIRST PARTIES

SKYIES INFRAHOME (OPC) PYT. LTD.

Managing Director

SIGNATURE OF THE SECOND PARTY

CERTIFICATE

Certificated that the executants of this deed is my client and the deed has been processed in computer by my computer operator according to my dictation and the contests of the deed was explained to the executants, who being satisfied about the correctness of the same put his signature in any presence and in presence of the witnesses.

2 K.W.

Page 11 of 11

Prad gumnos Dunior Pradhan Stamp Vendor S.R. K. lendegiri, BBSR dages, Minga No. 469/261, Plot No. 2053, Area 0.320 dec. Came Co. Sprin Rent Red, 00PS. President transference SKYIES RIFBAHOME (OPC) PICT. LYD. Floreniet Borow Managing Director (0) 121 Certificated that the executants of this deed is my client and the of his been processed in computer by my computer operator