RECEIPT UNDER SECTION 52 CLAUSE (B) (Duplicate)

Resistration Office: KHANDAGIRI **Executant Name** 

Year: 2018 Presenter Name Application id: 1131805558

Book No: 1

SRI GANESH CHANDRA ACHARI

SRI GANESH CHANDRA ACHARI

Claimant Name MS UTKAL BUILDERS LTD ITS M.D. SHARAD

BAID

has been authorised to receive the document.

Total Registration Fees Paid: A18(iii) & A(1):

`121735 `121250 Signature of the Presentant

Incidental Fee Details

User Charges:

Expected date of return of document:

Date: 25-Jun-2018 Signature of the Registering Officer

25-Jun-2018

Signature of the Receiver

RECEIPT UNDER SECTION 52 CLAUSE (B) (Triplicate)

Registration Office: KHANDAGIRI

Application id: 1131805558

121735

`121250

25-Jun-2018

`445

Signature of the Receiver C

Book No: 1

**Executant Name** SRI GANESH CHANDRA ACHARI

Presenter Name SRI GANESH CHANDRA ACHARI

Claimant Name

MS UTKAL BUILDERS LTD ITS M.D. SHARAD

BAJD

Total Registration Fees Paid:

A18(iii) & A(1):

Incidental Fee Details

User Charges:

Expected date of return of document:

Date: 25-Jun-2018

Terms & Conditions:

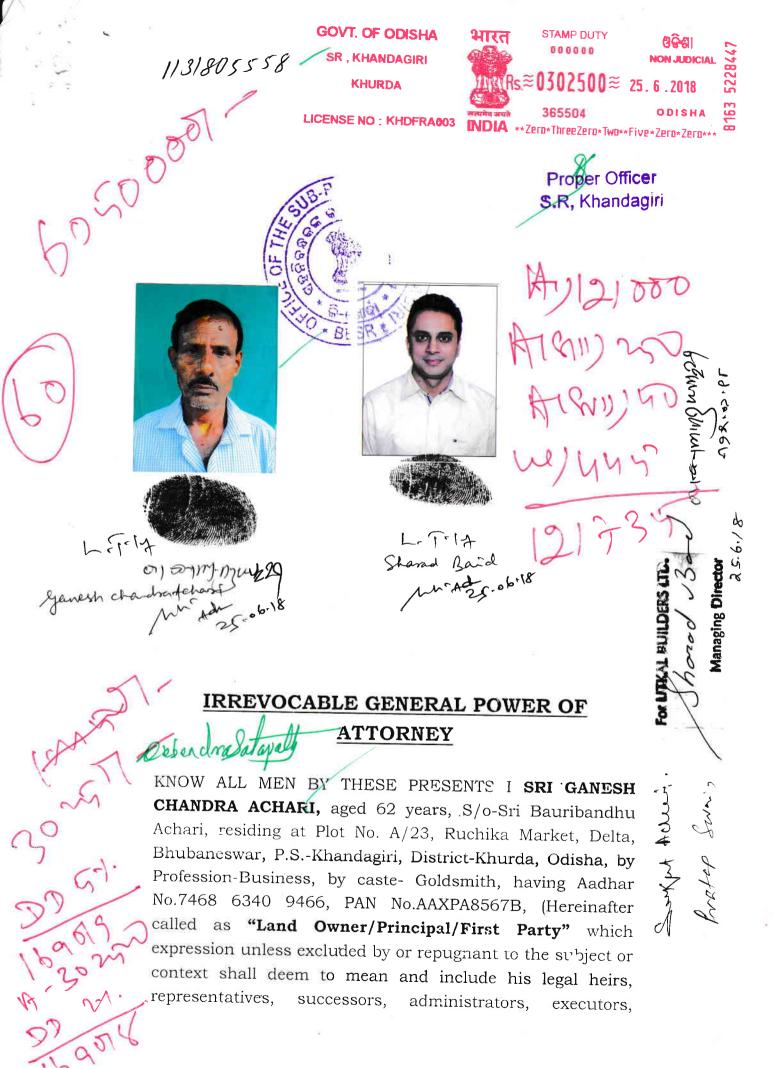
The Presenter should deposit this receipt duly signed by him.

Documents other than WILL will be destroyed if not received within 2 years, If the document refused for registration, the registration fee shall be returned.

Signature of the Registering Officer

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Date:



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	S.R. Khandagiri

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- Managing Director



agents and assigns) Hereinafter called the owner of the FIRST PART, do hereby nominate, constitute and appoint M/S UTKAL BUILDERS LIMITED, a company registered under companies Act, 1956 and having its Head office at 777, Saheed Nagar, Bhubaneswar-751007, represented through it's Managing Director Sharad Baid, aged about 41 years, S/o-Bhanwar Lal Baid, Plot No.777, Saheed Nagar, Bhubaneswar, Dist-Khordha, Odisha, 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 directors, successors, executors, administrators and assigns) of the **SECOND PART** as lawful attorney Holder.

WHEREAS, the First Party is the absolute owner of property under Mouza-Patrapada, Khata No-703/362, Plot No.-336/2120, P.S-Khandagiri, District-Khurda, Ac.0.200 decimals, the details of which are described in schedule of this Power of Attorney (Hereinafter referred to the Schedule of Property).

AND WHEREAS, the Fist Party has obtained the below schedule property from the lawful owners by way of registered sale deed vide registered Sale Deed No-1397 on dated 23.02.1991 and accordingly taken physical possession in presence of the witnesses and in the year 1991 on application Tahasildar Bhubaneswar has mutated the property in the name of First Party vide Mutation Case No-6073/91 and accordingly State Government of Odisha has also accepted the rent.

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 is in peaceful possession over the below Prater Actual

construction of new building, multi storied buildings on my demarcated schedule property mentioned below.

- That, to sign such building plans, drawings, sketches, specifications etc. on my behalf & submit in my name to the appropriate authorities along with applications, declarations, bonds & represent my self before such authorities for the purpose of obtaining sanctions and/or permissions, approvals thereof and in general to do all such acts, deeds and things that may be required from time to time for obtaining permission from the competent authorities for construction of new building on the below schedule property.
- That, the 2<sup>nd</sup> Party (The Developer) agreed to develop iii) 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 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
- iv) **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.
- v) **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 building in accordance with the zonal plans in force for the said area.
- vi) **That,** the said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the 2<sup>nd</sup> Party/developer/promoter and/or their agents.
- vii) **That,** the 2<sup>nd</sup> 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 2<sup>nd</sup> Party/developer/promoter shall make their best endeavors to complete/finish the said building in all 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,** the event the completion of the project spills over the stipulated 48 months period due to any reason, the

Soxfart Actuil. Prox tep Soveri 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 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.

### 2. TO OWNER'S OBLIGATIONS:-

- That, the First Party hereby declares and undertakes that he shall hand over physical possession of the schedule property to the second party on the date of execution of this deed.
- ii) That, the land Owner/First Party shall hand over document/title original relevant of all deeds/permissions/lease deed/conveyance relating and other deeds to the schedule property to the second party as required.
- iii) That, it is specifically agreed by the parties hereto that the Owner/First Party will 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



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of the entire schedule property. Accordingly the parties hereto decide to determine the respective proportionate share of the building as 35% of super built up and saleable area allotted in favour of First Party (The Owner) and 65% 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(35:65) residential in each commercial/office complex vide a supplementary agreement after approval of building plan substantial progression of construction but before stipulated 30 months from the date of agreement given 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.

- iv) 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 BDA/BMC/RERA among which the developer/second party can sale their share i.e. 65% 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.
- v) That, the second party builder/developer agrees to complete the project in all respect with all amenities

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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, consequent upon such completion of the entire project from all angle by second party, shall handover physical possession of the 35% of the share in the entire project to the First Party/land owner as supplementary agreement with due written acknowledgement with all amenities.

- vi) **That,** the 2nd party/builder have right to advertise, market, book, sale or offer for sale or invite persons to purchase towards 65% 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.
- vii) That, the First Party (The Land Owner) has agreed, admitted and acknowledged the receipt of token Nonrefundable consideration security money Rs.10,00,000/- (Rupees Ten Lakhs)out of which Rs.5,00,000/-(Rupees five lakhs only) in shape of cheques i.e. bearing Cheque No.-160201 Rs.5,00,000/- (Rupees five lakhs only) in Shape of Chq.No.160202 on dt.25.06.18, both the cheques drawn on Axis Bank Ltd. Bhubaneswar from the second party (The Developer) and First Party(The Land Owner) shall not be liable to refund the Nonrefundable consideration money in the event of the development and construction of residential and commercial buildings not taking place on the schedule

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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, consequent upon such completion of the entire project from all angle by second party, shall handover physical possession of the 35% of the share in the entire project to the First Party/land owner as supplementary agreement with due written acknowledgement with all amenities.

- vi) That, the 2nd party/builder have right to advertise, market, book, sale or offer for sale or invite persons to purchase towards 65% 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.
- vii) That, the First Party (The Land Owner) has agreed, admitted and acknowledged the receipt of token Nonrefundable consideration security money Rs.10,00,000/- (Rupees Ten Lakhs)out of which Rs.5,00,000/-(Rupees five lakhs only) in shape of cheques i.e. bearing Cheque No.-160201 Rs.5,00,000/- (Rupees five lakhs only) in Shape of Chq.No.160202 on dt.25.06.18, both the cheques drawn on Axis Bank Ltd. Bhubaneswar from the second party (The Developer) and First Party(The Land Owner) shall not be liable to refund the Nonrefundable consideration money in the event of the development and construction of residential and commercial buildings not taking place on the schedule

- viii) **That,** the owner shall at the request and cost of the Developer sign and execute papers, documents, applications for approval of the building plans from any authority or authorities or department or departments if required.
- ix) **That,** it is agreed by the parties that the First Party may enter into the supplementary agreement for allocation of share in the ratio of 35:65 of the property developed, sign and execute papers, documents, applications for approval of the building plans from any authority or authorities or department or departments if required, to take over possession of the share failing to Land Owner as per supplementary agreement and to negotiate and sell 35% share failing to Land Owner as and when required.
- That, the owner declare that, he is entitled to enter into this agreement with the Second Party/Developer and he has not agreed, committed, contracted or entered into any agreement with any other person in respect of the property and he has 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.
- xi) **That,** the owner has the right to inspect the said construction at all reasonable times by giving proper intimation to the Second Party.

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## 3. DEVELOPER/BUILDER/PRAMOTOR'S OBLIGATIONS:-

- i) **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.
- ii) **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.
- iii) **That,** the developer 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.
- iv) **That,** the developer shall be entitled to deal with their share of 65% 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.
- v) **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. The Second Party has liberty to take project loan in

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vi) **That,** 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 implemented. Both the parties agree and confirm that, in the event it becomes 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.

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- vii) 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) compensated to the extent agreed upon described above.
- viii) That, it is further agreed that after the end of project with all amenities the second party will voluntarily made Possession Hand over Letter as per terms and conditions of this Agreement and subsequent supplementary agreement in favor of First Party (Land Owner).
- 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.
- That, it is specifically agreed by the 2nd party that  $\mathbf{x}$ ) 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 has 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 owners shall not incur any liability, responsibilities for the same.
- That, as per Odisha RERA Rules, 2017, 70% of the amounts realised by the 2ndparty (the Developer) for the real estate project from the allottees for booking of his proportionate share (65%), 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.

- xii) **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.
- xiii) **That,** after this Agreement is executed, 2nd party (The Developer) shall not mortgage or create a charge on the 35% of 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).
- xiv) **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/tenant or the flat owners.
- xv) **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.

# 4. TO FILE DECLARATIONS: -

To sign, declare, affirm and file declarations, statements, applications and/or returns & all other documents & writings & papers in any way connected with the said property before any appropriate authority

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having jurisdiction as may be required under any law(s) now prevailing or in future may become applicable & to do, exercise, execute and perform any or all necessary acts, deeds, things as may be required to be done as our said attorney may deem fit necessary and expedient.

# 5. TO APPEAR BEFORE ANY AUTHORITY OR AUTHORITIES:-

То apply and represent before Bhubaneswar Development Authority, Municipal Authorities. ORERA, Block authorities, Fire brigade, Environmental Authorities, P.H.D. Electricity Board, Development Authorities, Court of law, Police and other Public Institutions, Government departments to apply for sanction plan / permission or clearance under any law relating to land / building for the time being in force.

# 6. TO APPEAR BEFORE REGISTRAR, NOTARY PUBLIC, AND MAGISTRATE ETC:-

To appear before any Notary Public, Register of Deeds & Assurances. District Registrar of Deeds & Assurances, Sub-Registrar, magistrates & other authorities having jurisdiction and to acknowledge and present admit for Registration or have registered and perfected all deeds, documents, writings executed, signed or made by our said attorney by virtue of this power conferred unto.

# 7. TO APPLY FOR AND OBTAIN FACILITIES:-

To apply for & obtain from concerned authorities electrical, drawings, sewerage, telephone connection, cable and other civil facilities may be generally required for such Apartment or building.

# 8. TO BUILD AND UNDERTAKE CONSTRUCTION:

To make constructions of new luxury residential & commercial building at their own risk and cost and for

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#### 9. TO SELL AND TRANSFER:-

To negotiate, advertise, for sale of flats with undivided proportionate interest of the schedule property in respect of the developer's share that is 65% of the constructed building in respect of schedule property in favour of the intending purchasers and shall enter into agreements of sale and construct buildings, residential to create charges in respect of the developers share/allotment of the flats.

#### 10. TO EXECUTE DEEDS:-

To sign, execute, purchase stamp papers, enter into agreements(s), modify, cancel, approve deeds/conveyance and to present the same registration, admit registration of the documents, sale deeds, contracts, agreements, applications drawings, declarations, undertakings, and other documents in connection with sale of buildings and Flats/Units, Parking spaces, constructed by the Attorney holder in the schedule properties in respect of their share allotment and receive consideration money in respect of such agreements/sale deeds etc. and to endorse the ticket in favour of the respective purchasers and others for receiving sale deed/deeds in respect of the developers allotment/share of the flats with proportionate undivided right, title and interest on the scheduled properties.

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#### 11. TO RECEIVE MONEY AND GIVE RECEIPTS:-

To demand, collect and receive money from all person(s) including individuals, public and private organizations in the shape of advances, rent, fees, duties, interest, profits, deposits, compensations for the sale of flats from the allotted developers share and to give receipts thereof.

#### 12. CONSIDERATION:-

- i) **That,** the Residential and commercial complex that will be constructed on the schedule property shall bear the name "**Utkala Apurba Enclave**".
- **That,** the parties hereto i.e. the developer/2nd Party, ii) 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 65% and 35% 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 concerned party, the then party shall 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.
- iii) **That,** the builder and the owners 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

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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 65% 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.

agreed to under this agreement at an agreed common rate at any specific point of time. The parties ensure

- iv) **That,** the owners 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.
- v) **That,** the developer/Promoter shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the owners will not have any objection for the same at the developer liability and risk.
- vi) **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 owners hereby agree to ratify and confirm all acts,



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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.

- vii) **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.
- viii) **That,** the owners shall remain liable to encumbrance, if any in respect of the said 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.
- That, only on written permission of the owner the ix) 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.

- $\mathbf{x}$ ) That, the owner undertakes to constitute builder/developer as their attorney by executing general power of attorney duly 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 nonobservance 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.
- That, after completion of the project, the First Parties xi) or their allotted flat owner other flat owners allotted by Second Party will jointly enroll as members of the Apartment Owners 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. owners/allotted flat owners will also be bound by the rules and regulations of the society and be entitled to equal rights as other purchasers of the individual apartments.
- That, the owner also agreed with the conditions of xii) 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.

- xiii) **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.
- xiv) That, both the parities agreed to again enter into supplementary agreement providing all details of entire building / project in a separate sheet regarding construction, plan. materials, specifications any other facilities as per discussion in respect of project and prior to starting of construction of project over schedule property.
- That, all disputes or differences that may arise xv) between the parties right as to the interpretation of agreement this 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. 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

- xvi) **That,** it is specifically agreed by the parties hereto that the Owner/First Party will 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 35% of super built up and saleable area allotted in favor of First Party (The Owner) and 65% 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(35:65) 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.
- xvii) That, this Power of Attorney is executed with the consent of all legal heirs and successors of the 1<sup>st</sup> party/ Principal and in case of any mis-happening, the legal heirs and successors of the Ist party/Principal will execute necessary deeds in favour of the 2<sup>nd</sup> party without any further demand.

AND GENERALLY TO DO ALL such things, acts, deeds and things which may be required to

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**To** invest money out of its own funds or funds collected from the prospective purchasers for the aforesaid proposed construction of the buildings on apartment basis.

**To** insert advertisements in any local and national daily news papers offering for sale of flats / units in the proposed building complex in respect of the builders allocation of the total built up areas/flats / units at his cost and expenses.

**AND I**, do hereby undertake to ratify and confirm all such acts, deeds and things done by my Attorney by virtue of this presents as I have done approximate Value Rs.60,50,000/-(Rupees Sixty Lakhs Fifty Thousand) only.

# SCHEDULE OF PROPERTY.

Dist-Khurda, Tahasil-Bhubaneswar, Tahasil No-170, Ps-Bhubaneswar (Now-Khandagiri), Ps No-8, Mouza-Patrapada, Mutation Khata No.-703/362, Plot No-336/2120, Area-Ac.0.200dcc., Status-Stitiban, Kisam-Patitc. Rent-0.83paisa corresponding to Sabik Khata No-575/96, Piot No-78/1965, further corresponding to Sabik Khata No-6 under Sub Registrar Khandagiri, Bhubaneswar.

## Bounded By:-

North:-Plot No-336/2764 (Part).

South:- Plot No-336/2764(Part).

East:-Govt. Road./Road.

West:-Private Plot.

Detate feller.

**IN WITNESS WHEREOF** the parties hereto having been agreed with the terms and conditions stated in this GPA are set and subscribe their hand and seal as token of free consent/will on this 25<sup>th</sup> day of June 2018, at Bhubaneswar.

## Witnesses

1. SUKANT ACHARI. SO GANESH CHANDRA ACHARI. PLOT NO- A/23, RUCHIKA MARKET, BARAMUNDA, OBSR. 751003.

Signature of Executant

2. Preter Swan elo shagirethiswan

Shore of 3000
Managing Director

Signature of Attorney Holder

# <u>CERTIFICATE</u>

Certified that the Executant of this deed of General Power of Attorney is my clients 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.

Advocate. Breeze

# CERTIFICATE

Certified that the vendor was explained about the contents of the dRed in his vernacular Language and after being satisted he put his signature and Lebt thumb impression here in this deed before the Witnesses. A soul My/Page 23 of 23 Advocate sure 25.06.18



#### **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. 48(g) Fees Paid : A18(iii) & A(1)-121290 ,, User Charges-445 , Total 121735

Date: 25-06-2018

Signature of Registering officer

#### **Endorsement under section 52**

Presented for registration in the office of the Sub-Registrar Sub-Registrar KHANDAGIRI between the hours of 10:30 AM and 2:30 PM on the 25-06-2018 by SRI GANESH CHANDRA ACHARI, son/daughter/wife of SRI BAURIBANDHU ACHARI, of AT. PLOT NO. A/23, RUCHIKA MARKET, DELTA, PS. KHANDAGIRI, BBSR, DIST. KHURDA, by caste General, profession କ୍ରକଥାଯ and finger prints affixed.

gr Zwy Saldron

Signature of Presenter / Date: 25-06-2018

Signature of Registering officer.

#### **Endorsement under section 58**

Execution is admitted by:

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SRI GANESH CHANDRA ACHARI		312596703	ورشيمه المعامورة	25-Jun-2018
MS UTKAL BUILDERS LTD ITS M.D. SHARAD BAID		241441748	Showed B-7	25-Jun-2018

Identified by SUKANTA KUMAR ACHARI Son/Wife of GANESH CHANDRA ACHARI of SAME PLACE. by profession ଅନ୍ନ

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SUKANTA KUMAR ACHARI		40857348	Sign Adminis	25-Jun-2018

Date: 25-06-2018

Signature of Registering officer

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the Sub-Registrar, KHANDAGIRI

Book Number: 1 | Volume Number: 105

Document Number : 11131805260

For the year : 2018

Seal:

Date: 26-06-2018

Signature of Registering afficer



## (Original)

# Sub-Registrar, KHANDAGIRI

**Receipt For Franking** 

(See Para-2 of Circular No. XVII-155/93(Pt) 2722 dt.20-8-99 of the I.G.R. Odisha, Cuttack)

Date: 25-Jun-2018

Franking ApplicationNo. FR1131801905

Received Rs. 302500 (Rupees Three lakhs two thousand five hundred rupees only) in cash from Sri SHARAD BAID towards franking of stamp duty on (Non-Judicial) in accordance with circular No. 2447/XVII/155/93 dt.2-8-99 of the Member, Board of Revenue & Chief Controlling Revenue Authority, Odisha, Cuttack.

Proper Officer Sub-Registrar KHANDAGIRI



#### (Duplicate)

### Sub-Registrar, KHANDAGIRI

Receipt For Franking

(See Para-2 of Circular No. XVII-155/93(Pt) 2722 dt.20-8-99 of the I.G.R. Odisha, Cuttack)

Date: 25-Jun-2018

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Proper Officer Sub-Registrar KHANDAGIRI



#### (Triplicate)

#### Sub-Registrar, KHANDAGIRI

**Receipt For Franking** 

(See Para-2 of Circular No. XVII-155/93(Pt) 2722 dt.20-8-99 of the I.G.R. Odisha, Cuttack)

Date: 25-Jun-2018

Franking ApplicationNo. FR1131801905

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Proper Officer Sub-Registrar KHANDAGIRI

Back

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ପରିଶିଷ୍ଟ - କ		ମୌଜା : '	ପାତ୍ରପ	ଡ଼ା	ତହସିଲ : ଭୁବନେଶ୍ୱର				
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ପରିଚ୍ଛେଦ - 402	ଥାନା ନମ୍ବର : 8					କିଲା : ଖୋର୍ଦ୍ଧା			
୧) ଖତିୟାନର କ୍ରମିକ ନମ୍ବର	୨)ଜମିଦାରଙ୍କ ନାମ ଓ	ଖେୱାଟ୍ ଚ	ନା ଖତିଃ	ୟାନର କ୍ରମିକ ନମ୍ବଟ	୩) କମିଦାରଙ୍କ ନାମ, ପିତାର ନାମ, ଜାତି ଓ ବାସସ୍ଥାନ				
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୪) ସୃତ୍ୱ	୫) ଦେୟ					୬) କ୍ରମବର୍ଦ୍ଧନଶୀଳ ଖଜଣାର ବିବରଣୀ			
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# GOVERNMENT OF INDIA



ଗଣେଶ ଚନ୍ଦ୍ର ଅଚାରୀ Ganesh Chandra Achari କନ୍ନ ତାରିଖ /DOB: 24/01/1956 ପୁରୁଷ/ MALE



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ଆଧାର – **ସାଧାରଣ ଲୋକ**ର ଅଧିକାର

of profits miles



#### भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

#### Address:

S/O Bauri Bandhu Achari, PLOT NO - A/23, RUCHIKA MARKET. BHUBANESWAR, INFRONT OF CENSUS COLONY.

Bhubaneswar(M.C), Khorda. Odisha - 751003

#### ଠିକଣା:

5/O ବାଉରୀ ବନ୍ଧୁ ଅଟାରୀ, ପ୍ଲଟ ନଂ - ଏ/23, ରୁଡିକା ମାର୍କେଟ, ଭୁକନେଶ୍ୱର, ସେନସସ୍ କଲୋନୀ ସାମ୍ମାରେ, ଭୁକନେଶ୍ୱର (ଏମ.ସି), ଖୋର୍ଜା,

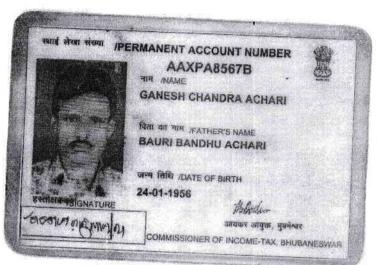
ଓଡ଼ିଶା - 751003

# 7468 6340 9466











# GOVERNMENT OF INDIA



ସୁକାର କୁମାର ଆଚାରି Sukant Kumar Achari ପିତା: ଗଶେଷ ଆଟାରି Father: GANESH ACHARI ଜନ୍ମ ଚାରିଷ / DOB: 28/10/1991 ପୁରୁଷ / MALE



4851 8977 3362

ଆଧାର - ସାଧାରଣ ଲୋକର ଅଧିକାର

Surkat Achur



# भारतीय विशिष्ट पहचान प्राचिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ଠିକଣା: ପୁଟ ନ"-ଏ/23, ବୁଡିକା ମାକେଟ, ଡେଲଟା, ଭୁବନେଶର, ଭୁବନେଶର (ଏମ.ସି), ଖୋଜା, ବରମୁଣା କଲୋନା ଓଡିଶା - 751003

Address: PLOT NO-A/23, RUCHIKA MARKET, DELTA. BHUBANESWAR, Baramunda Colony Bhubaneswar(M.C), Khorda. Odisha - 751003

4851 8977 3362







property 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 First Party approached the Second Party/ Developer/ Builder to construct a multistoried building (Residential & Commercial) over below schedule property and accordingly Second Party agreed with this proposal and undertake to do the said development and construction work on terms and conditions as mutually agreed by the parties over the below schedule property.

AND WHEREAS, I the Principal (owner of the scheduled property) has entered into an AGREEMENT FOR DEVELOPMENT, vide Deed No-1124 on dated 25th June 2018 with M/S UTKAL BUILDERS LIMITED, a company registered under companies Act, 1956 and having its Head office at 777, Saheed Nagar, Bhubaneswar-751007, represented through it's Managing Director Sharad Baid, aged about 41 years, S/o-Bhanwar Lal Baid, Plot No.777, Saheed Nagar, Bhubaneswar, Dist-Khordha, Odisha, By Cast: Oswal, By Profession: Business as my lawful attorney holder to do and perform the following acts, deeds & things on my behalf and on my name.

### 1. TO PREPARE & FILE BUILDING PLANS: -

i) **That,** to prepare agreement(s), letters, applications, correspondences, building plan and its amendments, modify the building Plans, drawings, sketches, specifications etc. and to nominate, appoint Architects & Engineers, Draftsman, Contractors, and any other person(s), company/companies, firm(s) for purpose of

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