RECEIPT UNDER SECTION 52 CLAUSE (B) (Duplicate)

NIRANJAN PANDA

Elegistration Office: KHANDAGIRI **Executant Name** NIRANJAN PANDA

Year: 2019 Presenter Name

Application id: 1131903754

Book No: 1

Claimant Name MS UTKAL BUILDERS LIT THROUGH ITS M.D. MR. SHARAD BAID

has been authorised to receive the document.

Potal Registration Fees Paid : Λ18(iii) & Λ(1):

incidental Fee Details

Usar Charges:

Expected date of return of document:

Date: 24-Apr-2019

Signature of the Registering Officer

62380 `61850

Signature of the Presentant

`490

24-Apr-2019

Date:

Signature of the Receiver

RECEIPT UNDER SECTION 52 CLAUSE (B) (Triplicate)

Registration Office: KHANDAGIRI

Executant Name NIRANJAN PANDA Year: 2019

Application id: \$131903754

62380

61850

24-Apr-2019

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Signature of the Receiver

Book No: 1

Presenter Name NIRANJAN PANDA

Date:

Claimant Name MS UTKAL BUILDERS LIT THROUGH ITS

M.D. MR. SHARAD BAID

Total Registration Fees Paid:

A18(iii) & A(1)

Incidental Fee Details

User Charges:

Expected date of return of document:

Date: 24-Apr-2019

Signature of the Registering Officer

Terms & Conditions:

The Presenter should deposit this receipt duly signed by him.

If the document refused for registration, the registration fee shall be returned.

Documents other than WILL will be destroyed if not received within 2 years.

Back



INDIA NON JUDICIAL

Government of Odisha

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-OD00512985855753R

: 24-Apr-2019 02:04 PM

: NONACC (IV)/ od5003103/ BHUBANESWAR/ OD-KRD

: SUBIN-ODOD500310300619652710323R

M S UTKAL BUILDERS LIMITED DIRECTOR SHARAD BAID

: Article IA-48 Power of Attorney Deed

: MZ-PATRAPADA,KH-703/559,PL-334/2272,AC.0.056DEC

: 30,80,000

(Thirty Lakh Eighty Thousand only)

: NIRANJAN PANDA

: M S UTKAL BUILDERS LIMITED DIRECTOR SHARAD BAID

· M S UTKAL BUILDERS LIMITED DIRECTOR SHARAD BAID.

: 1,54,000

(One Lakh Fifty Four Thousand only)



.....Please write or type below this line.....

Nivanjan Panda

TO 0011127530



- 1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.In case of any discrepancy please inform the Competent Authority.

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IRREVOCABLE GENERAL POWER OF ATTORNEY

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KNOW ALL MEN BY THESE PRESENTS I NIRANJAN PANDA, aged about 83 years, S/o-Late Ramprasad Panda, resident of House No-21/A, Panda Building Shakti Nagr, PO-Rourkela, PS-Sector-3, Dist-Sundargarh, Pin-769014, Odisha, now residing at House No-18, Royal Garden, Kuberpuri, Near Aiginia Telephone Exchange, Po-Aiginia, Ps-Khandagiri, Bhubaneswar, Dist-Khurda, Pin-751019, by Profession-Retd. SAIL, by caste-Brahmin, having PAN No:-AJWPP5931A, Adhara No:-7262-9331-1301 Mob:-6370234055 (Hereinafter called "Land as Owner/Principal/First Party" which expression unless

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FOR UTKAL BUILDERS LTD.

excluded by or repugnant to the subject or context shall deem to mean and include her legal heirs, representatives, successors, administrators, executors, 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-750007, represented through it's Managing Director Mr. Sharad Baid, aged about 41 years, Son of Bhanwar Lal Baid Resident of Flat No-91, Block-D, Utkal Royal Residency, Plot No-77, Goutam Nagar, Bhubaneswar, Dist-Khurda, By cast-Oswal, 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. M-9437555111.

WHEREAS, the 1st Party is the absolute owner of the property Mouza-Patrapada, Ps-Bhubaneswar (Now-Khandagiri), Tahasil-Bhubaneswar, under Sub Registrar Khandagiri, Bhubaneswar, Mutation Khata No.-703/559, Plot No-334/2272, Area-Ac.0.056 dec. which details described below as "Schedule of Property" and the 1st Party is enjoying the said property peacefully & uninterruptedly.

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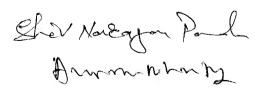
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WHEREAS, the 1st Party has been paying land revenue (rent) to the Govt. of Odisha through the Tahasildar, Bhubaneswar and obtained receipts thereof.

WHEREAS, the 1st Party hereby declared that the below mentioned property is free from all encumbrances, litigation, disputes, lines, attachments and charges etc. and the 1st Party is in peaceful possession over the below property having all rights, titles and interest and etc. in any manner whatsoever.

WHEREAS, the 2nd Party has duly verified the land records and all other relevant documents regarding ownership of 1st Party and concern authorities/departments and also demarcated the schedule property along with boundaries.

WHEREAS, the 1st Party approached the 2nd Party/Developer/Builder to construct a multistoried building (Residential & Commercial) over below schedule property and accordingly 2nd 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.



Noranjan tanda

AND WHEREAS, I the Principal (owner of the scheduled property) has entered into **AGREEMENT** an FOR **DEVELOPMENT**, vide Deed No-_ April 2019 with M/S UTKAL BUILDERS LIMITED, a company registered under companies Act, 1956 and having its Head office at 777, Saheed Nagar, Bhubaneswar-750007, 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 construction of new building, multi storied buildings on my demarcated schedule property mentioned below.
- ii) **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

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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)-61890, User Charges-490, Total 62380

Date: 24/04/2019

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 24/04/2019 by NIRANJAN PANDA, son/daughter/wife of LATE RAMPRASAD PANDA, of AT. HOUSE NO. 18, ROYAL GARDEN, KUBERPURI, NEAR AIGINIA TELEPHONE EXCHANGE, PO. AIGINIA, PS. KHANDAGIRI, BBSR - 751019, DIST. KHURDA, by caste General, profession Others and finger prints affixed.

Nivanjin Panda

Signature of Presenter / Date: 24/04/2019

Signature of Registering officer.

Endorsement under section 58

Name Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
NIRANJAN PANDA		313110526	Nivanjinpanda	24-Apr-2019
MS UTKAL BUILDERS LIT THROUGH ITS M.D. MR. SHARAD BAID				

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 2nd 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.
- 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 first class construction based on the specifications conforming to BIS code civil engineering practice and as per approved drawing.

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Identified by ANUPAM MOHANTY Son/Wife of BBSR, DIST. KHURDA by profession Others

LATE APURBA KUMAR MOHANTY of AT. N-2/120, IRC VILLAGE,

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
ANUPAM MOHANTY		41144554	Award	24-Apr-2019

Date: 24/04/2019

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: 72

Document Number : 11131903553

For the year : 2019

Seal:

Date: 25/04/2019

Print





- 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 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 respects so as to benefit for occupation/habitation within 36 (Thirty Six) 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 58 (Fifty Eight) months from date of this agreement without fail unless the

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time for the subject purpose is extended by mutual consent of parties.

That, the event the completion of the project spills over ix) the stipulated 48 months period due to any reason, the developer shall pay rent the owner sqft. @ Rs.3/- 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:-

i) That, the First Party hereby declare and undertake that he shall hand over physical possession of the

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schedule property to the second party on the date of execution of this deed.

- ii) **That,** the land Owner/First Party shall hand over all relevant original document/title deeds/permissions/ lease deed/conveyance deed 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 of the entire schedule property. Accordingly the parties hereto decide to determine the respective proportionate share of the building as 30% of super built up and saleable area allotted in favour of 1st Party (The Owner) and 70% of super built of area and salable area allotted in favour of 2nd Party (The developer) which will be allotted floor wise in proportionate manner (30:70) in each residential and commercial/office complex. 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,** after execution of this power of attorney the First Party will deliver all powers for development of entire schedule property with apartment by proper approval from BDA/BMC/ORERA among which the developer/second party can sale their share i.e. 70% of

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- That, the second party builder/developer agrees to v) complete the project in all respect with all amenities within 36 (Thirty Six) months + 6 (Six) Months grace period from the date of signing of this agreement after obtaining necessary approvals from BDA/BMC/ ORERA and other Government authorities without fail and in no case the completion of the project shall extend beyond 58 (Fifty 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 30% 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.
- vi) That, the 2nd party/builder have right to advertise, market, book, sale or offer for sale or invite persons to purchase towards 70% 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.

Shir Noveayon Park

- vii) **That,** it is agreed by the parties that the 1st Party (The Land Owner) has agreed, admitted and acknowledged the receipt of interest free refundable money of Rs.1,00,000/- (Rupees One Lakh) only in shape of cash from the 2nd Party (The Developer).
- 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 30:70 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 30% share failing to Land Owner as and when required.
- x) 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

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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.
- xii) **That,** the 1st Party/Land Owner or their allotted purchasers agreed to pay all taxes, cess, rent, GST or any other taxes applied by State Government or Central Government prior to taking their respective share.
- xiii) **That,** it is agreed by the 1st Party/Land Owner that he will handover physical possession of below schedule property on the date of execution of this Irrevocable General Power of Attorney in presence of witnesses.

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 developer entitled to have a map or plan sanction in the name of the owner and developer jointly from the BDA/BMC/ORERA and also obtain necessary permission /no objection from the different Govt. and non Govt. authorities as would be required

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for the purpose of development and construction of the building over the schedule property. However the 2^{nd} 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.

- iii) **That,** the developer shall be entitled to deal with their share of 70% 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.
- iv) **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 consultation with First Party over the below schedule property.
- v) That, the having agreed by the parties hereto, the second party (The developer) shall take prompt action for completion of construction of building within 36 (Thirty Six) 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 58 (Fifty Eight) months from date of this

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FOR UTKAL BUILDERS LES.

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 1^{st} party (The Land owner) agrees that the 2^{nd} 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 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.

vi) **That,** the second party developer shall get the building plan approved, complete the project as per approval from BDA/BMC/ORERA 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

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compensated to the extent agreed upon described above.

- vii) 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).
- viii) 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 ix) 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, the after this Agreement is executed, 2nd party x) (The Developer) shall not mortgage or create a charge on the 30% 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

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For UTKAL BUILDERS LID

- 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.
- xii) 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: -

То 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 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.

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

To 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.

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8. TO BUILD AND UNDERTAKE CONSTRUCTION:

To make constructions of new luxury residential & commercial building at their own risk and cost and for the purpose to acquire raw material and engage and/or depute and/or discharge, Engineers, Architects, Supervisors, Masons, Carpenters, Plumbers, Electricians etc by entering work agreement as per law by proper verification of identity with their license from competent authority.

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 70% 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 the deeds/conveyance and to present the same registration, admit registration of the deeds. 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

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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.

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,** Residential and commercial complex that will be constructed on the schedule property shall bear the name as per the discussion between the parties before completion of the project.
- ii) 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

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FOR UTKAL BUILDERS LTG.

- i.e. 30% of the owner and 70% of the builder in orderly manner in the entire project.
- That, the parties hereto i.e. the developer/2nd Party, iii) 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 30% and 70% 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 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.
- That, the owners hereby agree to execute necessary iv) 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 intending parties.
- That, the developer/Promoter shall be at liberty to v) appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction

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works and the owners will not have any objection for the same at the developer liability and risk.

- That, the Developer/Promoter shall have the right to vi) 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, 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.
- That, the owner hereby agree to execute and sign vii) necessary documents, letters, power of attorneys, which may be required for carrying out 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

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created after this date, in relation to the land or proposed construction.

- ix) 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.
- That, the only on written permission of the owner the x) 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.
- That, the owner undertakes to constitute the xi) builder/developer as their attorney by executing general power of attorney duly registered 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

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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 xii) 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. The 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.
- xiii) 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

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for securing the connection and for continuity of the services.

- 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.
- That, it is agreed by the parties that in case of any xv) mishappening or demises of Principal/Land Owner due any reason then the Attorney Holder/Developer will perform their part of contract and allocate Principal/Land Owner's share as per the norms of registered "WILL" vide Deed No-26 on dated 17.02.2010 executed before Sub Registrar Bhubaneswar.
- xvi) That, both the parities 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 starting of construction of project over schedule property.

Shir Nalaya Park

Page 23 of 26

AND GENERALLY TO DO ALL such things, acts, deeds and things which may be required to develop the property as the said Attorney may deem fit and necessary as per mutual discussion.

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.30,80,000/-(Rupees Thirty Lakhs Eighty Thousand) only.

SCHEDULE OF PROPERTY

Mouza-Patrapada, Ps-Bhubaneswar (Now-Khandagiri), Tahasil-Bhubaneswar, under Sub Registrar Khandagiri, Bhubaneswar, Mutation Khata No.-703/559, Plot No-334/2272, /Area-Ac.0.056 dec., Status-Stitiban, Kisam-

Patita, corresponding to Sabik Khata No-30.

AS Per the Sketch Map Marked in red Colour attached herewith.

Bounded By:-

North:-Sub-Plot No-11.

South:-Sub-Plot No-9.

East:- Road.

West:-Plot No-336.

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 24th day of April 2019, at Bhubaneswar.

Witnesses

1. Shiv Natagan Penda 3/0: Nitogian Ponda 18, Royal Garden Kulut Juri, Agiria P/s: KHANDAGIRI Bhebones mar. 751019

Nivanjan Panla 24.04.2019

Signature of Executa

2. Ehrsean hoheads Slov Deknishads

BD 5R-15

M/2-120

ZREMMON FOR UTKAL BUILDERS LTD.

NATRYBLI

NATRYBLI

Director

Signature of Attorney Holder

CERTIFICATE

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.

For UTKAL BUILDERS LTD.

Sher Natage Park Ammahang



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DENTIFIER DETAILS										
Name ANUPAM MOHANTY		r/Husband IRBA KUMAR		,	Address		Contract Contract		Profession	ID Proof
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ଠିକଣା: ହାଇସାନଂ-21/ଏ, ଶକତ୍ିନଗର ରାଜରଳେଲା (ଏମ), ରାଭରକେଲା-14 ସୁନଦ୍ରଗତ, ଓଡିଶା, 769014 Address: HOUSE NO-21/A, SAKTINAGAR, Raurkela (M), Rourkela - 14, Sundargarh, Odisha, 769014

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Shir Nata & Port.



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Government of India

ଅନୁପମ ମହାନହି Anupam Mohanty ପିତା : ଅପୁଟର୍ ଜୁନାର ମହାନହି

Father APURBA KUMAR MOHANTY

୨ନମ୍ ଚାରିଖ/DOB: 06/03/1970 ges / Male

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Address: N-2/120, I.R.C VILLAGE, NUAPALLI, I.R.C Village, I.R.C Village, Khorda, Odisha, 781015

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