AUSE (B) (Duplicate)

oustration Office: KHANDAGIRI

Executant Name INUFAM MOHANTY Presenter Name

ANUPAM MOHANTY

Application id: 1131806741 Book No: 1 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):

Incidental Fee Details

User Charges:

Expected date of return of document:

Date: 03-Aug-2018

Signature of the Registering Officer

`899295

`898675

Signature of the Presentant

'580

03-Aug-2018

munoro Signature of the Receiver

RECEIPT UNDER SECTION 52 CLAUSE (B) (Triplicate)

Registration Office: KHANDAGIRI

Executant Name

Application id: 1131806741

`899295

`898675

03-Aug-2018

Hawsommi

`580

Signature of the Receiver

Book No: 1

ANUPAM MOHANTY

Presenter Name ANUPAM MOHANTY Claimant Name

MS UTKAL BUILDERS LTD ITS M.D. SHARAD

BAID

Total Registration Fees Paid:

A18(iii) & A(1):

Incidental Fee Details

User Charges:

Expected date of return of document:

Date: 03-Aug-2018

Signature of the Registering Officer

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



1131806741. 1084

A) 88842 A(8111) 25 A(8111) 40

Proper Officer S.R. Khandagiri



Fig of Doidgret Late Mohanty

GENERAL POWER OF ATTORNEY D103.08.18

KNOW ALL MEN BY THESE PRESENTS WE, 1. Bidyut Lata Mohanty, aged about 75 years, W/o-Late Apurba Kumar Mohanty, Aadhar No-8475 8996 4309, PAN No:- ARWPM8301P, 2. Anupam Mohanty, aged about 48 years, Aadhar No-9406 6354 6258, 3. Anubinda Mohanty, aged about 47 years, Aadhar No-3355 3902 4699, 4. Anurag Mohanty, aged about 45 years, Aadhar No-8226 2670 7445, Sl. No. 2 to 4 all are son of Late Apurba Kumar Mohanty resident of At-N2/120, IRC Village, Po/Ps-Nayapalli, Bhubaneswar- 751015, Dist-Khurda, 5. Asima Mohanty, aged about 54 years, W/o- Dr. Pradeep Kumar Das, Aadhar No-6875 7059 5105, Permanent resident of At-N2/120, IRC Village, Po/Ps-Nayapalli, Bhubaneswar- 751015, Dist-Khurda,

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For UTKAL BUIL DERS LTD.

Shored 3000 18

Director

Page 1 of 32 W2 Preva 49 Dei Ce mitradtant Juis Proper modern formed now due to mainy all Stamp Franking Clerk debeet of the office S.R. Khandagiri For Utkal Builders Limited Poisented how orism' attel Livali scripte of Didn't lah si dyw Keth m12 at 7 lm on. 18-8-18 10.8.16 m Nidut lah - Vm m. 10g solt i x inentident by Handale moonly 10,000

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KHURDA

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LICENSE NO: KHDFRA003

Proper Officer S.R, Khandagiri



6. Archana Mohanty @ Patnaik, aged about 52 years;

W/o- Jyo∤indra kumar Patnaik, Aadhar No-3336 3611 5781, resident of At-N2/120, IRC Village, Po/Ps-Nayapalli, Bhubaneswar-751015. Dist-Khurda. 7. Anjana Mohanty, aged about 50 years, W/o-Prajwal Kumar Mohanty, Aadhar No-3489 6910 7625, resident of At-N2/120, IRC Village, Po/Ps-Nayapalli, Bhubaneswar- 751015, Dist-Khurda, Sl. No. 5 to 7 all are D/o- Late Apurba Kumar Mohanty (Hereinafter called as Land Owners/First Parties/Principals which expression unless excluded by or repugnant to the subject or context shall deem to mean and include legal heirs, representatives, successors, administrators, executors, agents and assigns) Hereinaster called the owner FIRST PART/PRINCIPAL, do hereby nominate, constitute

> FOR UTKAL BUILDERS LTD. Shored v30

and appoint M/S UTKAL BUILDERS

Page 2 of 32 Brance Kar Swen

LIMITED.

SL. No.

Franking No. 8413 6142353

Date 13-8-18

Rs. 2246 65 (Rupees

Name Sharat Back

Address

Nature of Document Off A

A Commission is hereby

issued under Section 33, Sub

Section (3) or Section 38

Sub Section (2) of the Ray, (tran

Act 1908 (XIV of 1908) to

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Asima Mohary
PW 362 08.18

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

whereas, the First Parties are absolute owners of property under Mouza-Patrapada, Mutation Khata No-703/1222, Plot No.-336/2764, Area-Ac.01.485 decimals (i.e., Ac.0.400 decimals +Ac.01.085decimals), under P.S-Khandagiri, District-Khurda, which details described below as suit schedule property and all are jointly enjoying the same peacefully uninterruptly.

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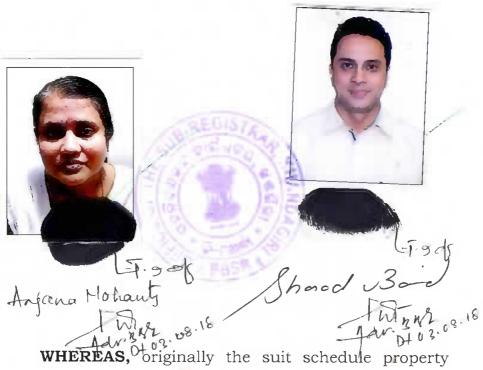
Page 3 of 32 from Ka see:

Iterry visited the mohl- who i Apurba h mohas at At N2/120 12 cuillage poins My apalli shower www 751015 Dut Dendu. There this day & namined The Said Wider laty Mohas Who his levers idulitied by and the Swid Bidmel later moling is admitted m10.8.14 Somalu of the Co mmilkion

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was recorded in the name of Late Apurba Kumar Mohanty who died on dated 27.07.14 vide Death Certificate No-21593PH/VS. and after his holy demises the First Parties are legal heirs vide Legal Heir Certificate Misc. Case No. 606/14.

AND WHEREAS, we, the Principals (owners of scheduled property) have entered into AGREEMENT FOR DEVELOPMENT, vide Deed Noon dated 03.08.18 with M/S UTKAL BUILDERS LIMITED, a company registered under companies Act, 1956 and having its Registered Office at 777, Saheed Nagar, Bhubaneswar-751007, represented through it's Managing Director Sharad Baid, aged about 41 years, S/o-Bhanwar Lal Baid, By Cast: Oswal, By Profession: Business, Aadhar No. 6393 3855 0025, PAN No-ADEPB3155G, as our lawful attorney holder to do and perform the following acts, deeds & things on our behalf and on our name.

For UTKAL BUILDERS LTD. Phoned -30 Director

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1. TO PREPARE & FILE BUILDING PLANS:

- i) to prepare agreement(s), applications, correspondences, building plan and its amendments, modify the building Plans, drawings, sketches, specifications etc. and to nominate, appoint Architects & Engineers, Draftsman. Contractors, any and other person(s), company/companies, firm(s) purpose of construction of new building, multi storied buildings on my demarcated schedule property mentioned below.
- That, to sign such building plans, drawings, ii) sketches, specifications etc. on my behalf & submit in my name to the appropriate authorities along with applications, declarations, bonds represent myself 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 2nd Party (The Developer) agreed to develop the said property at their own risk, cost and expenses and with their own resources after they obtain the requisite permissions, sanction

For UTKAL BUILDERS LTD.

Page 5 of 32 Prava y Q soler



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)-898715,, User Charges-580, Total 899295

Date: 03/08/2018

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 03/08/2018 by ANUPAM MOHANTY, son/daughter/wife of LATE APURBA KUMAR MOHANTY, of AT. PLOT NO. N2/120, IRC VILAGE, PO/PS- NAYAPALLI, BBSR - 751015, by caste General, profession Others and finger prints affixed.

fy.

Signature of Presenter / Date: 03/08/2018

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by:

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
BIDYUT LATA MOHANTY				
ANUFAM MOHANTY		312679957	8 months.	03-Aug-2018
ANUBINDA Mohanty			,	03-Aug-2018
	ı			

and approvals from authorities concerned and thereafter to construct thereon the proposed building(s). The First Parties (The Land owners) 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 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 parties (Land Owners) 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& 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.
- That, the developer/2nd Party at their own risk, and expenses shall apply the Bhubaneswar Development Authority Bhubaneswar Municipal Corporation & ORERA for the requisite clearance, permission

FOR UTKAL BUILDERS LTD.

Page 6 of 32 Prava & Groven

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ANURAG MOHANTY		312679983	٥٠٠٠ محد،	03-Aug-2018
ASIMA MOHANTY		312680004	a sin Mohanly-	03-Aug-2018
ARCHANA MOHANTY ALIAS PATNAIR		312680018	& when when it is fisher	03-Aug-2018
ANJANA MOHANTY		312680028	Angen Mohenty	03-Aug-2018
MS UTKAL BUILDERS .TD ITS M.D. SHARAD BAID		241495001	Showed u3 air	03-Aug-2018
dentified by PANDAB ROL	JT Son/Wife of N/A of Photo	SAME PLACE. by profe		
i		inuitio impression	Signature	

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 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

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			Date of Admission of Execution
PANDAB ROUT	40903878	Pandab Rest	03-Aug-2018

Date: 03/08/2018

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: 133

Document Number: 11131806675

For the year : 2018

Seal :

Date: 14/08/201

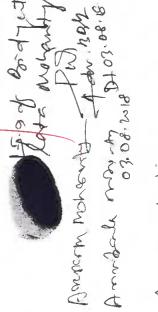
Signature of Registering officer



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 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 parties (The Land Owners) 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 Parties (owners) to the Second Party (builder) and the contract shall be treated as closed.

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Page 8 of 32

2. TO OWNER'S OBLIGATIONS:-

- i) **That,** the First Parties hereby declare and undertake that they shall hand over physical possession of the schedule property to the second party on the date of execution of this deed.
- ii) **That,** the land Owners/First Parties shall hand over copies of 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 Owners/First Parties 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 40% of super built up and saleable area allotted in favour of First Parties (The Owners) and 60% of super built of area and salable area allotted in favour of second party(The developer) which will be allotted floor wise in proportionate manner (40:60) in each residential and commercial/office complex vide a supplementary agreement after approval of building plan and substantial progression of

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Page 9 of 32 Prava Ka com

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.

- iv) That, the First Parties do hereby execute a Regd. Power of Attorney in favour of the second party delivering all powers for development of entire schedule property with apartment by proper approval from BDA/BMC/RERA among which the developer/second party can sale their share i.e. 60% of super built of area of construction with proportionate undivided right, title & interest of the schedule property after signing of supplementary agreement as stated in Cl. No.4. of Development Agreement. Upon execution of such power of attorney and soon after the party/builder/developer second 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 within 30 (Thirty) months + 6 (Six) Months grace period from the date of signing of

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obtaining necessary agreement after this 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 unless the time for the subject purpose is extended by mutual consent of parties, and consequent upon such completion of the entire project from all angle by second party, shall handover physical possession of the 40% of the share in the entire project to the First Parties/land owners 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 60% of the share in the entire project by executing necessary deeds or deed of conveyance or sale deeds and also hand over physical possession thereof.
- vii) **That,** the owners 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. Due to advance age of Smt Bidyut Lata Mohanty, W/o-Late Apurba Kumar Mohanty (Land owner at Sl

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No.1), and Land owner at Sl. No. 5 (Smt. Asima Mohanty), Land Owner at Sl. No.6 (Smt. Archana Mohanty @ Patnaik), Land Owner at Sl. No. 7 (Smt. Anjana Mohanty), married daughters of Late Apurba Kumar Mohanty and staying at faraway places, they hereby authorize Anupam Mohanty (Land Owner at Sl. No.2), Anubinda Mohanty (Land Owner at Sl. No.3) and Anurag Mohanty (Land owner at Sl. No.4), Sons of Late Apurba Kumar Mohanty jointly to enter into the supplementary agreement for allocation of share in the ratio of 40:60 of the property developed, sign and execute papers, documents. applications for approval of the building plans Y from any authority or authorities or department departments if required, to take over possession of the share failing to Land Owners supplementary agreement and to negotiate and sell 40% share failing to Land Owners as and when required.

viii) **That,** the owners declare that, they have entitled to enter into this agreement with the Second Party/Developer and they have not agreed, committed, contracted or entered into any agreement with any other person in 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

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Page 12 of 32

Pandalo Rand Prava Ka cacin 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.

ix) **That,** the owners have right to inspect the said construction at all reasonable times by giving proper intimation to the Second Party.

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.

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For UTKAL BUILDERS LTD.

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Page 13 of 32 Prava & a sacia

Director

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 60% of super built up area with proportionate undivided right, title and interest of the schedule property exclusively and execute any deeds such as agreement for sale / transfer alienation after signing and execution of supplementary agreement for which no further consent of the owner shall be required.
- That, it is further agreed by the developer that V) shall construct the purposed ' building/apartment over the schedule property at their own risk and cost.
- That, having agreed by the parties hereto, the second party (The developer) shall take prompt action for completion of construction building within 30 (Thirty) months + 6 (Six) Months grace period from the date of signing 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

FOR UTKAL BUILDERS LTD.

Page 14 of 32

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"). however, the completion of the Project is delayed due to the Force Majeure conditions then the 1st parties (The Land owners) agrees that the 2nd party (The Developer) shall be entitled to the extension of time for completion of the project, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Both the parties agree and that, the in 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 owners (First Parties) shall have no manner of liabilities.

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

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Page 15 of 32

Director

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First Parties (The owners) within the stipulated time. In case of any default, the First Parties (The owners) shall be 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 Parties (Land Owners).
- ix) **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.
- \mathbf{x} **That,** it is specifically agreed by the 2nd party that any labour or workmen engaged for the construction of the building by 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 shall 5 not owners incur any liability, responsibilities for the same.

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FOR UTKAL BUILDERS LTD.

Director

Page 16 of 32

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- That, as per Odisha RERA Rules, 2017, 70% of the amounts realised by the 2nd party (the Developer) for the real estate project from the allottees for booking of his proportionate share (60%), from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost construction on schedule property as 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 schedule property belongs to 1st Parties 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 Parties (The Land owners).
- 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

parties/any tenant for one year from the date of handing over of the building without charging any extra cost to the First parties/ 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 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:-

To apply and represent before Bhubaneswar Development Authority, Municipal Authorities, ORERA, Block authorities, Fire brigade, Environmental Authorities, P.H.D. Electricity

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Page 18 of 32 Prove & Ga Coois

FOR UTKAL BUILDERS LTD:

Director

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, 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 drawings, sewerage, telephone electrical, 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

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Page 19 of 32

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 60% 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 for registration, admit registration of the deeds, documents, sale deeds, contracts, agreements, applications drawings, declarations, undertakings, and other documents in connection with sale of buildings Flats/Units, Parking spaces, constructed by the

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Page 20 of 32

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:-

- that will be constructed on the schedule property shall bear the name "Utkal Apurba Enclave".
- That, the parties hereto i.e. the developer/2nd Party, the owner hereby mutually agree that in order to and for the purpose and in the process of proportioning the saleable, areas in the

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Director

allocated shares of 60% and 40% amongst themselves, if the portion of such saleable area falling in the share of either of the parties is less than the agreed percentage of such party, then the concerned party shall be compensated by the other party so as to make the share at par with their respective percentage of built up area at the market rate at the time of distribution between the parties. It shall, however be open to the parties to arrive at such other manner mode of computation of the compensation payable in such situation by mutual agreement.

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 agreed to under this agreement at an agreed common rate at any specific point of time. The parties ensure that at no point of time any one of them will agree to sell any area out of their respective shares at any rate different from the rate mutually

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Director

Page 22 of 32 Prava ya serin

agreed upon. That in consideration of the terms hereby agreed upon the 1st parties (Land owners) convey, assign and vest upon the developers/promoters the right development/ construction on the said property and also their rights to enter into agreement to sell, transfer and assign 60% of the constructed space/built-up areas in the said building together with proportionate interest in the land at such rate as may be determined by both the developer and the owner on such terms and conditions as they may decide vide supplementary agreement.

- That, the owners hereby agree to execute iv) 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.
- That, the developer/Promoter shall be at v) liberty 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.

For UTKAL BUILDERS LTD Director

Page 23 of 32

- That, the Developer/Promoter shall have the vi) 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, 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

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Page 24 of 32

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

ix) That, only on written permission of the owner the builder declare that if during the course of construction of the project building alternation, charges, deviation from the sanctioned plans become necessary the advisable said alternation/change /deviations may be made in conformity after obtaining modified plan approved BDA/BMC/RERA and the municipal Bye-law zonal Regulations and that of such alteration/changes/ consequence deviations, if any compounding fees is levied by the BDA/ BMC/RERA the said liability shall be borne by the Developer/2nd Party.

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 \mathbf{x} That, the owner undertakes to constitute the builder/developer as their attorney 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

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Director

Page 25 of 32

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and contravene any law, rules regulation etc., which may amount to misuse of any authority or right hereby conveyed or breach or provisions of law. In case of non-performance or non-observance of such law, rule, regulation or condition of this agreement, the entire liability in that behalf shall be incurred or discharged by the developer/2nd Party and further more the developer/2nd Party undertake to keep the owner entirely harmless and indemnified against all claims or demands.

- Parties 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.
- xii) **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

Director

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Page 26

Page 26 of 32

Fandals Re Baraka societ 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 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.
- xv) That, all disputes or differences that may arise between the parties right as to the interpretation of this agreement and any other subsequent supplementary agreement or as to claims rights or obligations under this agreement and any other subsequent

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Page 27 of 32

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supplementary agreement or any breach or perfault or specific performance etc shall be preferable to arbitration in accordance with Arbitration and Conciliation Act 1996. Failure to resolve the issues through arbitration within a reasonable period of six months' time from the date of referral to the Arbitration the dispute would be referred to the courts in Bhubaneswar and the parties are also assumed to the Jurisdiction of Consumer Forum at Bhubaneswar.

That, it is specifically agreed by the parties hereto that the Owners/First Parties shall agree to grant exclusive right of Development of the schedule property in favour of the second party/ developer who also agrees to obtain /receive the said exclusive right of development of the entire schedule property. Accordingly the decide hereto to parties determine the respective proportionate share of the building as 40% of super built up and saleable area allotted in favor of First Parties (The Owners) 60% of super built of area and salable area allotted in favor of second party(The

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Page 28 of 32 Tandah Rent Prava Kan Reven

Director

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

Asiia Miteurly Archara Molanty @ Pashair Arjana Mohant

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 UTKAL BUILDERS LTD.

hood 3 Director

Page 29 of 32 Pandah Roul

Anntal

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 WE, do hereby undertake to ratify and confirm all such acts, deeds and things done by my Attorney by virtue of this presents as we have done approximate Value Rs.4,49,21,250/-(Rupees Four Crores Forty Nine Lakhs Twenty One Thousand Two Hundred Fifty) only.

ARTICLE-8 SCHEDULE OF PROPERTY.

Mouza-Patrapada, Ps-Bhubaneswar (Now-Khandagiri), Tahasil-Bhubaneswar, under Sub Registrar Khandagiri, Bhubaneswar, Mutation Khata No.-703/1222, Plot No-336/2764, Area-Ac.01.485 dec., Status-Stitiban, Kisam-Patita, corresponding to Sabik Khata No-703/1222 further corresponding to Sabik Khata No-6.

FOR UTKAL BUILDERS LID.

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Director

Page 30 of 32

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J.

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

Witnesses:

1 Pandah Rout

1. Signature of the Executants of bidget Miles

Whoreha Signature of the Executant of bidget Miles

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Signature of Attorney Holder

CERTIFICATE

Certified that the Executants 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.

Advocated 03.08.18



(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: 03-Aug-2018

Franking ApplicationNo. FR1131802110

Received Rs. 2246165 (Rupees Twenty-two lakhs forty-six thousand one hundred sixty-five 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
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Proper Officer Sub-Registrar KHANDAGIRI

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ANUPAM MOHANTY	FATHER	LATE AP KUMAR MO		MALE	48		General	PRINCIPAL	/SELF	NO	YES	AT. PLOT NO. N2/120, IRC VILAGE, PO/PS- NAYAPALLI, BBSR - 751015
ANUBINDA MOHANTY	FATHER	LATE AP KUMAR MC		MALE	47		General	PRINCIPAL	/SELF	NO	YES	AT. PLOT NO. N2/120, IRC VILAGE, PO/PS- NAYAPALLI, BBSR - 751015
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ARCHANA MOHANTY	HUSBAND	JYOTINI KUMAR PA	3	FEMALE	52		General	PRINCIPAL	/SELF	NO		AT. PLOT NO. N2/120, IRC VILAGE, PO/PS- NAYAPALLI, BBSR - 751015
ANJANA YTNAHOM	HUSBAND	PRAJWAL I		FEMALE	50		General	PRINCIPAL,	SELF	NO	1	AT. PLOT NO. N2/120, IRC VILAGE, PO/PS- NAYAPALLI, BBSR - 751015

MS UTKAL UILDERS LTD ITS M.D. HARAD BAID	41 GENERAL	ATTORNEY/INSTITUTION	AT. 777 SAHEE NAGAR BBBSR DIST. KHURD - 75100	
Representative Name	Institution Name	Representative Address	Representative Designation	
MS UTKAL BUILDERS LTD ITS M.D. SHARAD BAID	MS UTKAL BUILDERS LT	D AT. 777, SAHEED NAGAR, BBBSR, DIST. KHURDA - 751007	MANAGING DIRECTOR	

IDENTIFIER DETAILS						
Name	Father/Husband's Name	Address	Gender	Age	Profession	ID Proof
PRANAB ROUT		SAME PLACE.	MALE	0	Others	0

District	Village/Mouja- Thana	Khata	Plot	Area	Kisam Type	MarketValue	Sabak Khata No.	Sabak Plot No.
KHURDA	PATRA PADA-1	703/1222	336/2764	1.485 Acre (1Acre485Decimal)	PATITA	0	Not Available	Not Available
East	West	North	South	1	Property T	ransaction De	tails	
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APPLICATION ID CREATED BY : DILLIP KAR

RASMI RANJAN MALLIK

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BIDYUT LATA MOHANTY	HUSBAND	LATE APURBA	FEMALE	75		Genera	PRINCIPA	AL/SELF	NO	YES	AT. PLOT NO. N2/120, IRC VILAGE, PO/PS- NAYAPALLI, BBSR - 751015
ANUPAM MOHANTY	FATHER	LATE APURBA KUMAR MOHANTY	MALE	48		General	PRINCIPA	AL/SELF	YES	YES	AT. PLOT NO. N2/120, IRC VILAGE, PO/PS- NAYAPALLI, BBSR - 751015
ANUBINDA MOHANTY	FATHER	LATE APURBA KUMAR MOHANTY	MALE	47		General	PRINCIPA	AL/SELF	NO	YES	AT. PLOT NO. NZ/120, IRC VILAGE, PO/PS- NAYAPALLI, BBSR - 751015
ANURAG MOHANTY	FATHER	LATE APURBA KUMAR MOHANTY	MALE	45		General	PRINCIPA	AL/SELF	NO	YES	AT. PLOT NO. N2/120, IRC VILAGE, PO/PS- NAYAPALLI, BBSR - 751015
ASĮMA MOHAN	TY HUSBAND	DR. PRADEEP KUMAR DAS	FEMALE	54		General	PRINCIPA	AL/SELF	NO	YES	AT. PLOT NO. N2/120, IRC VILAGE, PO/PS- NAYAPALLI, BBSR - 751015
ARCHANA MOHANTY ALIA PATNAIK	S HUSBAND	JYOTINDRA KUMAR PATNAIK	FEMALE	52		General	PRINCIPA ,	NL/SELF	NO	YES	AT. PLOT NO. N2/120, IRC VILAGE, PO/PS- NAYAPALLI, BBSR -

PO/PS- NAYAPAL BBSR -	ANJANA MOHANTY	HUSBAND	PRAJWAL KUMAR MOHANTY	FEMALE 50	General PRINCIPAL/SELF	NO	YES	AT. PLOT NO. N2/120, IRC VILAGE, PO/PS- NAYAPALL BBSR - 751015
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Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Sinnen	Present Address
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Representative Name			on the Contract	Institutio	n Name	Representative	Address Represe			
MS UTKAL I	BUILDERS I	LTD ITS M.D.	***	1	MS UTKAL BU	JILDERS LTI	D AT. 777, SAH	EED	MANA	GING

IDENTIFIER DETAILS						Annual Control of the
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PANDAB ROUT		SAME PLACE.	MALE	0 .	Others	0

AT. 777, SAHEED

NAGAR, BBBSR, DIST.

KHURDA - 751007

MANAGING

DIRECTOR

District	Village/Mouja- Thana	Khata	Plot	Area	Kisam Type	MarketValue	Sabak Khata No.	Sabak Plot No.
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East	West	North	South	1	Property Tr	ansaction Det	tails	CONTRACTOR OF THE PARTY AND ADDRESS OF THE PARTY OF THE P
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APPLICATION ID CREATED BY : DILLIP KAR

SHARAD BAID

DOCUMENT ENTERED BY: RASMI RANJAN MALLIK



(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: 13-Aug-2018

Franking ApplicationNo. FR1131802158

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Proper Officer Sub-Registrar KHANDAGIŔI



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Proper Officer Sub-Registrar KHANDAGIRI

Back



Receipt For Visitor Information

FORM No.20.Duplicate

Receipt for fees and travelling allowance under Section 31 for attendance at a private residence.

Visit application No. 1131800102

13-08-2018

Received from.

BIDYUT LATA MOHANTY

At

N-2/120,IRC VILLAGE,NAYAPALLI

Travelling allowance

At

N-2/120,IRC VILLAGE,NAYAPALLI

Total

Rs.

100

stering Officer

(One hundred rupees only)

Date 13-08-2018



Receipt For Visitor Information

FORM No.20.Original

Receipt for fees and travelling allowance under Section 31 for attendance at a private residence.

Visit application No. 1131800102

13-08-2018

Received from.

BIDYUT LATA MOHANTY

At

N-2/120, IRC VILLAGE, NAYAPALLI

Travelling

allowance

At

N-2/120,IRC VILLAGE,NAYAPALLI

Total Rs.

100

(One hundred rupees only)

Date 13-08-2018

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Sub! - Application for registration of GPA in visit basks at -N2/120, IRC VIllage, Polps-Nayapalli, Bhylanesus

10/8/16 517,

With humbred submission I leg to Say that, I want to execute General power of introppey in savour of: MIS what Builders Lod, represented by its Managing Director: Shoral Baid, relating the property Situated in mouseapatrapada, Khata Mo-703/1222, Sthitiban, Alot No-336/2764 area-pa. I. H8 Shecimals & due to my old age from that f I am unable appear lestore you for registration of the GPA.

SO, therefore I provy to you please consider the master and accept my application & register the GPA in above address for which, I shall greateful to you & obliged.

I hereby authorized to my son: Sti Anufam Mohanty to Submit this application for behalf of me. We shall bear all the conveyance fee.

Place - Bhubaneswar

Bid yet late Mohanty

W/0-V/Apvala Ku. Mohanty

At-N-2/120, IRC Village,

Nayapalli, Ohulanesury

Oldsha.

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703/1222	• ଓଡ଼ିଶା ଓ	ସରକାର ଦେ	ଖଞାଟ (ନମ୍ବର ।	ବିଦ୍ୟୁତ ଲତା ର୍ମହାତ୍ତି ସ୍ୱା: ଅପୂର୍ବ କୁମାର ମହାତ୍ତି କା: କରଣ ବା: ଗିରିଗୋଲ ଥା /-ଡି - କେନ୍ଦ୍ରାପଡ଼ା, ଅନୁଯମ ମହାତ୍ତି, ଅନୁବିଦ୍ଧ ମହାତ୍ତି ପି: ଅପୁର୍ବ କୁମାର ମହାରି ଲା: କରଣ ବା: ଗିରିଗୋଲ ଥା / ଜି - କେନ୍ଦ୍ରାପଡ଼ା, ଅନୁରାଗ ମହାତ୍ତି ପି: ଅପୁର୍ବ କୁମାର ମହାତ୍ତି ଜା: କରଣ ବା: ଗିରିଗୋଲ ଥା / ଜି - କେନ୍ଦ୍ରାପଡ଼ା, ଅଶିମା ମହାତ୍ତି ପି: ଅପୁର୍ବ କୁମାର ମହାତ୍ତି କା: କରଣ ବା: ଗିରିଗୋଲ ଥା / ଜି - କେନ୍ଦ୍ରାପଡ଼ା, ଅର୍ଚ୍ଚନା ମହାତ୍ତି ପି: ଅପୁର୍ବ କୁମାର ମହାତ୍ତି କା: କରଣ ବା: ଗିରିଗୋଲ ଥା / ଜି - କେନ୍ଦ୍ରାପଡ଼ା, ଅଞ୍ଜନା ମହାତ୍ତି ପି? ଅପୁର୍ବ କୁମାର ମହାତ୍ତି ଜା: କରଣ ବା: ଗିରିଗୋଲ ଥା / ଜି -	
୪) ସହ	୫) ଦେୟ					୬) କୁମବର୍ଦ୍ଧନଶୀଳ ଖକଣାର ବିବରଣୀ
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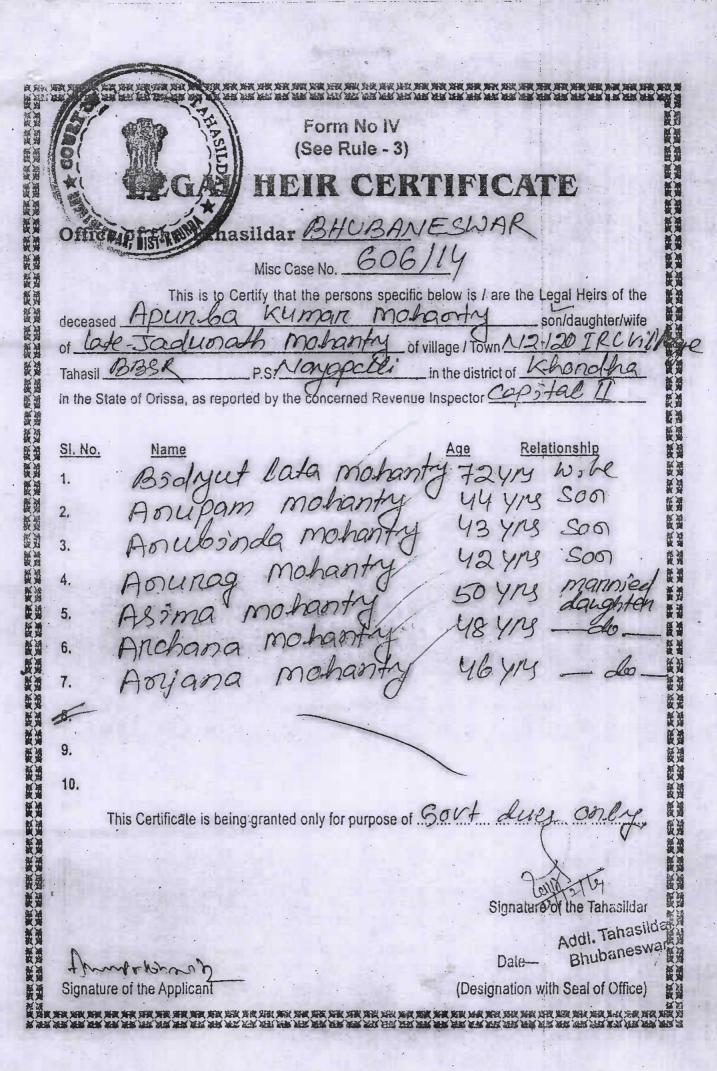
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R.B. Co-op. Prasa, Cuttack-1, 7/98 3,000,00



English Version)

FORM NO. -9/10

GOVERNMENT OF ODISHA

NO 21593, NO. PH/VS.

DEPARTMENT OF HEALTH AND FAMILY WELFARE BHUBANESWAR MUNICIPAL CORPORATION CERTIFICATE OF DEATH

Issued under section 12/17 of the Registration of Births and Deaths Act, 1969 and rules of Odisha This is to certify that the following information has been taken from the original record of death which is in the Births and Deaths, Rule 2001

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of Tahasil BHUBANESWAR of State of ODISHA register for Bhubaneswar Municipal Corporation of District KHURDA

Date of Death. 27/07/2014

MALE Sex...

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NAYAPALLY, BHUBANESWAR, KHURDA, ODISHA,

Permanent Address. N2-120, IRC VILLAGE,

1

Name APURBA KUMAR MOHANTY

Name of Father.....

69/13

LATE JADUNATH MOHANTY

30/07/2014 Date Of Registration.....

3656/2014

Place of Death, APOLLO HOSPITAL, BHUBANESWAR

INDIA, 751015

JAS (SAD 12:33:56 Signature valid Registration No.... Digitally signed CHANDRIKA Date: 2 1.0

Reason: Death Application Location: BHUBANESWAR

amendments in 2008. For any query, please visit https://www.uibodisha.gov.in. Tampering of this certificate Signature of Issuing Authority Note: It is a digitally signed electronically generated certificate and therefore needs no ink-signed signature. This certificate is issued as per section 4, 5 & 6 of Information Technology Act 2000 and its subsequent

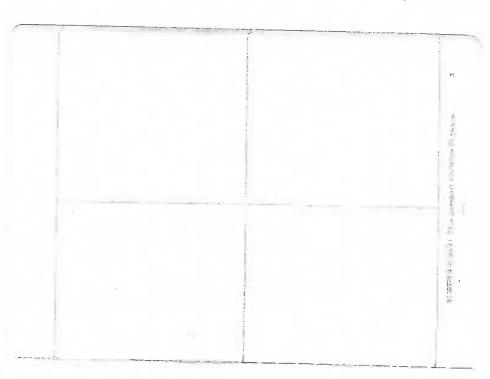
BHUBANESWAR MUNICIPAL CORPORATION

Date

11/08/2014

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Archana Patrein





जन्म रशान / Plans of Birth

राष्ट्र कोड / Country Corle उपनाम / Surname

जासपोर्ट नं./ Passport No N1870226

दिया गया नाग / Civen Name(s)

INDIAN

ARCHANA PATNAIK राष्ट्रीयता / Nationality

গাৰ্থ : অনুস্থায়িৰ / Date of Parth

13/03/1966

BHUBANESWAR ORISSA

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KUWAIT

जारी करने की शिक्ष / Date of Issue संगानिय की लिखि / E नांश of Expliy

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पिका / कामानि प्रतिकालक का नाम / Name of Father / Legal Guardian

APURBA KUMAR MOHANTY

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भारत सरकार GOVERNIUSME OF INDIA



ଅସୀମା ମହାନ୍ତି ASIMA MOHANTY ଜନ୍ମ ତାରିଖ / DOB: 11/01/1964 প্তা / FEMALE



भारतीय विशिष्ट पहचान प्राधिकरण अक्षेष्ठहाविश्वाहाद्वाराकात्रम्भावत्रम्य OF INDIA

ଠିକଣା:

Address: R3/A2, JAGANNATH COLONY BUDHARAJA, Sadar, Sambalpur, Odisha - 788004 ଆର 3 ଏ2, ଜଗନ୍ନାଥ କଲୋନୀ, ବୃଢ଼ାରଜା, ସଦର୍,

ସମ୍ବଲପୁର, ଓଡ଼ିଶା - 768004



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Aadhaar-Aam Admi ka Adhikar

Asina Mohauly





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Unique Identification Authority of India Government of India

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

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<mark>ଭାରତ ସରକାର</mark> GOVERNMENT OF INDIA



ପାଣକ ରାଉତ PANDABA ROUT ପିତା : ଭୁତିନାଥ ରାଉତ Father : BHUTINATH ROUT କନ୍ନ ବର୍ଷ / Year of Birth : 1968 ପୁରୁଷ / Male



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ନାମାଜକ୍ନ କର୍ମ / Enrollment No. : 1040/10843/00975

BIDYUTLATA MOHANTY ବିଦ୍ୟାରେବା ମହନ୍ତି

N-2/120 I R.C VILLAGE NUAPALLI I R C Village I R C Village, Khorda Odisha - 751015

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ଭାରତ ସରକାର

Government of India

ବିସ୍ୟୁତରତା ମହାନହିଁ BIDYUTLATA MOHANTY

ପିତା ବୃହମଣା ଦାସ Father: KULAMANI DAS

essa. Female

รสา ตลิต DOB: 16/03/1943

8475 8996 4309



ଆଧାର – ସାଧାରଣ ଲୋକର ଅଧିକାର



आयकर विभाग INCOME TAX DEPARTMENT

BIDYUTLATA MOHANTY KULAMANI DAS

16/01/1943

Pennanent Account Number ARWPM8301P

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Signature



भारत सरकार GOVT. OF INDIA





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