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accompetition should deposit this receipt duly signed accuments other than Will, will be destroyed if no concentration of registration, the registration.	ed by nim. of received within 2 mass	

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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.)

# **INDIA NON JUDICIAL**

1131901806

# **Government of Odisha**

# e-Stamp

IN-OD00440818987308R 22-Feb-2019 08:32 PM NONACC (IV)/ od5003103/ BHUBANESWAR/ OD-KRD SUBIN-ODOD500310300525121395496R M S UTKAL BUILDERS LIMITED DIRECTOR SHARAD BAID

Article IA-48 Power of Attorney Deed MZ-PATRAPADA,KH-703/1720,PL-336/3221, AC 0.100DEC 55,00,000 (Fifty Five Lakh only)

SMT BINODINI MOHANTY

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M S UTKAL BUILDERS LIMITED DIRECTOR SHARAD BAID M S UTKAL BUILDERS LIMITED DIRECTOR SHARAD BAID, 2,75,000 (Two Lakh Seventy Five Thousand only)

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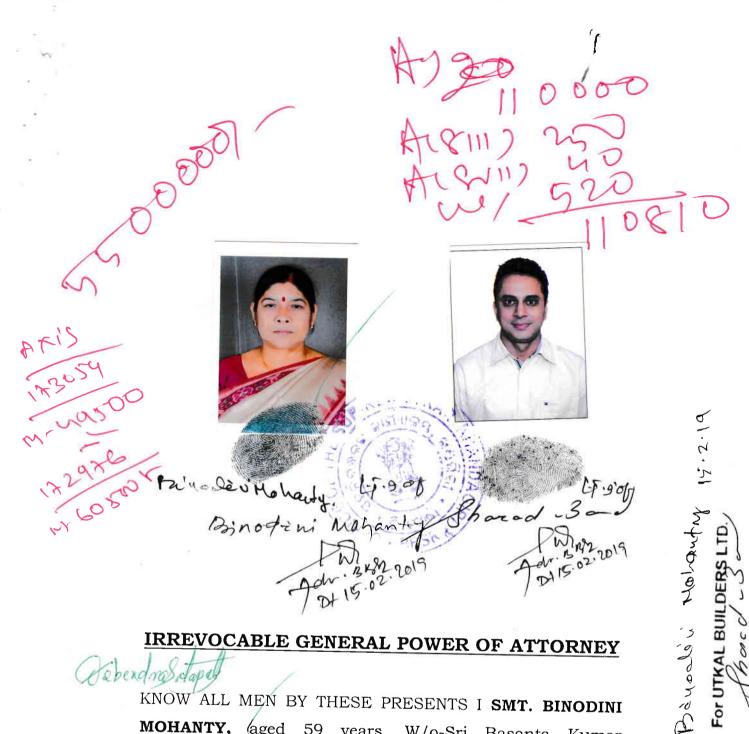
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Statutory Alert:

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.



# **IRREVOCABLE GENERAL POWER OF ATTORNEY** (Dependras stape

KNOW ALL MEN BY THESE PRESENTS I SMT. BINODINI MOHANTY, aged 59 years, W/o-Sri Basanta Kumar Mohanty, resident of Vill/Po/Ps-Khandapara, Dist-Nayagarh, Pin-752077 and presently residing at Plot No. 336/3222, Patrapada, P.S.-Khandagiri, Bhubaneswar, District-Khurda, Odisha, by Profession-Housewife, by caste- Karan, having PAN No:-ALTPM7432L, Adhara No: 8478 1372 8285, Mob:-9937785520 (Hereinafter called as "Land Owner/Principal/ First Party" which expression unless excluded by or repugnant to the subject or context shall deem to mean and

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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-751007. represented through it's Managing Director Sharad Baid, aged about 41 years, S/o-Bhanwar Lal Baid, Plot No.777, Saheed Nagar, Bhubaneswar, Dist-Khordha, Odisha, By Cast: Oswal, By Profession: Business, Aadhar No. 6393 3855 0025, PAN No-ADEPB3155G, 9437555111 (Hereinafter referred to as "Promoter/Developer" which expression unless repugnant to the context or meaning thereof shall mean and include its directors, successors, executors, administrators and assigns) of the SECOND PART as lawful attorney Holder.

WHEREAS, the First Party is the absolute owner of property under Mouza-Patrapada, Khata No-703/1720, Plot No.-336/3221, Area-Ac.0.100 decimals, P.S-Khandagiri, District-Khurda, the details of which are described in schedule of this Agreement (Hereinafter referred to the Schedule of Property).

**AND WHEREAS,** the First Party is the recorded owner of the landed property more-fully described in the Schedule below to which she received towards her share as per family . partition in Title Suit No-5/2002 (43/1991) on the file of the Addl. District Judge, F.T. C No-IV, Bhubaneswar amongst other co-shares through Judgment Decree dated 20.01.2003

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for an additional share to an extend of Ac.0.100decimals covered under Khata No.703/1720 and Plot No-336/3221, Mouza-Patrapada, Status-Stitiban, Kissam-Patita and is in exclusive physical possession over the same without any let or hindrance.

WHEREAS, the First Party is having the right, title, interest and possession over the said plot and paying rent, tax and cess to the Government, having agreed with the 2<sup>nd</sup> Party to developer her land.

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

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

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

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For UTKAL BUILDERS



# 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. <u>48(g)</u> Fees Paid : A18(iii) & A(1)-110290 ,, User Charges-520 ,Total 110810

#### Date: 23/02/2019

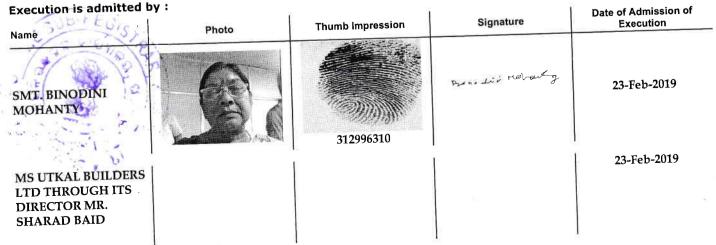
### Endorsement under section 52

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 23/02/2019 by SMT. BINODINI MOHANTY, son/daughter/wife of SRI BASANTA KUMAR MOHANTY, of AT. PLOT NO. 336/3222, PATRAPADA, PS. KHANDAGIRI, BHUBANESWAR, DIST. KHURDA, by caste General, profession Others and finger prints affixed.

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# Signature of Presenter / Date: 23/02/2019

## Endorsement under section 58



Signature of Registering officer

Signature of Registering officer.

AND WHEREAS, I the Principal (owner of the scheduled property) has entered into an AGREEMENT FOR DEVELOPMENT, vide Deed No-\_\_\_ 297  $\_$  on dated 2.3<sup>rd</sup> February 2019 with M/S UTKAL BUILDERS LIMITED, a company registered under companies Act, 1956 and having its Head office at 777, Saheed Nagar, Bhubaneswar-751007, represented through it's Managing Director Sharad Baid, aged about 41 years, S/o-Bhanwar Lal Baid, Plot No.777, Saheed Nagar, Bhubaneswar, Dist-Khordha, Odisha, By Cast: Oswal, By Profession: Business as my lawful attorney holder to do and perform the following acts, deeds & things on my behalf and on my name.

# 1. TO PREPARE & FILE BUILDING PLANS : -

- 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.
- 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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Identified by ANUPAM MOHANTY Son/Wife of LATE APURBA KUMAR MOHANTY of AT. N-2/120, IRC VILLAGE, NAYAPALLI, BBSR, DIST .KHURDA by profession Others

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
ANUPAM MOHANTY		41080846	Proved	23-Feb-2019

Date: 23/02/2019

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 : 33

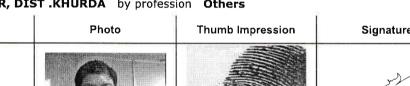
Document Number : 11131901696

For the year : 2019

Seal :

Date: 25/02/2019 Print

Signature of Registering officer



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to do all such acts, deeds and things that may be required from time to time for obtaining permission from the competent authorities for construction of new building on the below schedule property.

- That, the 2<sup>nd</sup> Party (The Developer) agreed to develop iii) the said property at their own risk, cost and expenses and with their own resources after they obtain the requisite permissions, sanction and approvals from authorities concerned and thereafter to construct thereon the proposed building(s). The First Party (The Land owner) agreed in accordance with this agreement, to place the physically and actual vacant possession of the said property and to grant exclusive right of development of scheduled land by submitting building plan(s) before the authorities and obtain requisite permission, sanction and approvals for developments, construction and completion of the proposed project with the signing of this Agreement with prior consultation and consent of 1st party (Land Owner) or their authorized representatives
- That, the building plan will be in accordance with the iv) rules and regulations laid down by the Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation& the ORERA authority. The building shall be of first class construction based on the specifications conforming to BIS code of civil engineering practice and as per approved drawing.

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For UTKAL BUILDERS LTD

- v) That, the developer/2nd Party at their own risk, cost and expenses shall apply to the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation & ORERA for the requisite clearance, permission to construct/erect super structure on the said plot, the project building in accordance with the zonal plans in force for the said area.
- vi) **That,** the said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the 2<sup>nd</sup> Party/developer/promoter and/or their agents.
- vii) **That,** the 2<sup>nd</sup> Party/developer/promoter shall comply with the requirements and requisition of the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and/or other local authorities as the case may be relating to the construction of the said building on the said property and shall obtain necessary approvals from the authorities concerned as and when required.
- viii) That, the 2<sup>nd</sup> Party/developer/promoter shall make their best endeavors to complete/finish the said building in all respects so as to benefit for occupation/ habitation within 30 (Thirty) months + 6 (Six) months grace period from the date of signing of this agreement after obtaining necessary approvals from BDA/BMC/ORERA and in no case the completion of the project shall extend beyond 48 (Forty eight) months from date of this agreement without fail

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For UTKAL BUILDERS LTD

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unless the 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.7/- for commercial space & sqft. @ Rs.5/- for residential space per month failing to the share of the owner as per the supplementary agreement till the building is completed in all respects. Thereafter the second party/developer will apply & obtain completion certificate from the BDA. It is further agreed between the parties that in the event the Second Party failed to start construction over below schedule property as per the approved plan and design in terms of schedule of construction within a period of 24(Twenty four)months from the date of agreement and General Power of Attorney for development of schedule land, then this agreement and the power of Attorney given by 1st party (The Land Owner) to 2<sup>nd</sup> 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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Page 7 of 28

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For UTKAL BUILDERS LTD

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

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Benold Marley Director For UTKAL BUILDERS LT

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allotted by the second party/developer after end of construction of project with all amenities.

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

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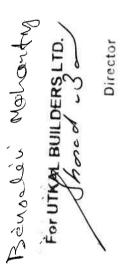
For UTKAL BUILDERS LTD

handover physical possession of the 40% of the share in the entire project to the First Party/land owner as per the supplementary agreement with due written acknowledgement with all amenities.

- 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 First Party (The Land Owner) has agreed, admitted and acknowledged the receipt of refundable consideration money of Rs.20,00,000/- (Rupees Twenty Lakhs) only & the amount has been received in shape of cheques bearing Cheque No.161065 & 161066 on dt.15.02.19 amounting of Rs.10,00,000/- (Rupees Ten Lakhs) only each drawn on Axis Bank, Main Branch, Bhubaneswar towards development of below schedule property.
- 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

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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 40:60 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 40% share failing to Land Owner as and when required.
- That, the owner declare that, he is entitled to enter X) into this agreement with the Second Party/Developer and he has not agreed, committed, contracted or entered into any agreement with any other person in respect of the property and he has not created any mortgage, charge or encumbrance on the said property nor has done any act, deed or thing by reasons whereof, the development of the said property may be affected in any manner and the land owner shall no manner of risk/liabilities/responsibilities of the construction of the building/apartment over the schedule property.
- xi) **That,** the owner has the right to inspect the said construction at all reasonable times by giving proper intimation to the Second Party.

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For UTKAL BUILDERS

# 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/ORERA after all statutory compliances.
- 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/ORERA and also obtain necessary permission /no objection from the different Govt. and non Govt. authorities as would be required for the purpose of development and construction of the building over the schedule property. However the 2nd party / developer take all the responsibility and liabilities for getting such permission / approval / no objection etc. from the concern authorities at their own cost and expenses.
- iv) **That,** the developer shall be entitled to deal with their share of 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

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For UTKAL BUILDERS

for which no further consent of the owner shall be required.

v) That, it is further agreed by the developer that they shall construct the purposed building/apartment over the schedule property at their own risk and cost. The Second Party has liberty to take project loan in consultation with First Party over the below schedule property.

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

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For UTKAR, BUILDERS I

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.

- vii) **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 compensated to the extent agreed upon described above.
- viii) **That,** it is further agreed that after the end of project with all amenities the second party will voluntarily made Possession Hand over Letter as per terms and conditions of this Agreement and subsequent supplementary agreement in favor of First Party (Land Owner).
- 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.



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For UTKAL BUILDERS LT

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- x) That, it is specifically agreed by the 2nd party that any labour or workmen engaged for the construction of the building by the Developer/Builder will be the employee of the Developer/Promoter. The land owner shall 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.
- xi) That, after this Agreement is executed, 2nd party (The Developer) shall not mortgage or create a charge on the 40% of the schedule property belongs to 1<sup>st</sup> Party and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the 1st Party (The Land owner).
- xii) **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.
- xiii) **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

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For UTKAL BUILDERS L

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 :-

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

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For UTKAL BUILDERS LTD

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

To appear before any Notary Public, Register of Deeds 85 Assurances. District Registrar of Deeds 8 Assurances, Sub-Registrar, magistrates & other authorities having jurisdiction and to acknowledge and present admit for Registration or have registered and perfected all deeds, documents, writings executed, signed or made by our said attorney by virtue of this power conferred unto.

## 7. TO APPLY FOR AND OBTAIN FACILITIES:-

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

## 8. TO BUILD AND UNDERTAKE CONSTRUCTION :-

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

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OF UTKAL BUILDERS LTD

### 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 and Flats/Units, Parking spaces, constructed by the Attorney holder in the schedule properties in respect of their share allotment and receive consideration money in respect of such agreements/sale deeds etc. and to ticket in favour of the respective endorse the purchasers and others for receiving sale deed/deeds in respect of the developers allotment/share of the flats with proportionate undivided right, title and interest on the scheduled properties.

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For UTKAL BUILDERS LTD

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

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For UTKAL BUILDERS LTD

Directo

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

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

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For UTKAL BUILDERS LTD

discharged by the developers/promoters or the intending parties.

- v) **That,** the developer/Promoter shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the owners will not have any objection for the same at the developer liability and risk.
- vi) **That,** the Developer/Promoter shall have the right to receive from the intending flat owner any earnest money and/or booking amount and also the balance of cost of unit and to grant receipt(s) and execute such receipts as may be deemed necessary. The owners hereby agree to ratify and confirm all acts, 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.

Page 21 of 28

Benedic Moheudy

For UTKAL BUILDERS LTD

- viii) **That,** the owners shall remain liable to encumbrance, if any in respect of the said land up to the date of this agreement, the developer/ promoter remaining liable for all encumbrances/liabilities created after this date, in relation to the land or proposed construction.
- That, only on written permission of the owner the ix) builder declare that if during the course of construction of the project building any alternation, charges, deviation from the sanctioned plans become necessary or advisable the said alternation/change /deviations may be made in conformity after obtaining modified plan approved from BDA/BMC/ORERA 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/ORERA the said liability shall be borne by the Developer/2nd Party.
- x) That, the owner undertakes to constitute the builder/developer as their attorney by executing general power of attorney duly registered for completing the exercise and effectuating the object in connection with the development/construction and completion of the project building. However the developer/2nd Party undertake in their capacity as developer/2nd Party not to do or cause to be done any act, commission or thing which may in any manner, flout contravene and contravene any law,

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Page 22 of 28

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For UTKAL BUILDERS 4

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

- That, after completion of the project, the First Parties xi) or their allotted flat owner other flat owners allotted by Second Party will jointly enroll as members of the Apartment Owners Welfare Society by paying the necessary membership fees, contribution and other regular charges, taxes etc. towards setting up the corpus fund of the society and will register the society before the concern authority. 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 appropriate authorities. They will be responsible for the maintenance and all payments for securing the connection and for continuity of the services.

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Page 23 of 28

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For UTKAL BUILDERS LTD

- 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.
- That, all disputes or differences that may arise xv) between the parties right as to the interpretation of this agreement and any other subsequent supplementary agreement or as to claims rights or obligations under this agreement and any other subsequent supplementary agreement or any breach or default or specific performance etc shall be preferable to arbitration in accordance with Arbitration and Conciliation Act 1996. Failure to resolve the issues through arbitration within a reasonable period of six months' time from the date of referral to the Arbitration the dispute would be

Binolli' Mohandas For UTKAL BUILDERS

Prava KQ Swain Page 24 of 28

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 xvi) 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 40% of super built up and saleable area allotted in favor of First Party (The Owner) and 60% of super built of area and salable area allotted in favor of second party(The developer) which will be allotted floor wise in proportionate manner(40:60) in each residential and commercial/ office complex vide a supplementary agreement after approval of building plan and substantial progression of construction but before stipulated 30 months from the date of agreement given for approval and completion of construction of residential and commercial buildings on schedule property .The right to use the parking over the schedule property shall be allotted by the second party/developer after end of construction of project with all amenities.
- xvii) **That,** this Power of Attorney is executed with the consent of all legal heirs and successors of the 1<sup>st</sup>

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Page 25 of 28

OF UTKAL BUILDERS

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Party/principal and in case of any mis-happening, the legal heirs and successors of the 1<sup>st</sup> Party/Principal will execute necessary deeds in favour of the 2<sup>nd</sup> Party without any further demand.

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

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For UTKAL BUILDERS LTD

**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 as per benchmark valuation of Rs.55,00,000/-(Rupees  $F; b+\gamma b; ve \ Lakhs) on L\gamma$ ,

#### SCHEDULE OF PROPERTY

Dist-Khurda, Tahasil-Bhubaneswar, Tahasil No-170, Ps-Bhubaneswar (Now-Khandagiri), Ps No-8, Mouza-Patrapada, Mutation Khata No.-703/1720, Plot No-336/3221, Area-Ac.0.100dec., Status-Stitiban, Kisam-Patita, Rent-Rs.126/corresponding to Sabik Khata No-575/96, Plot No-78/1965, further corresponding to Sabik Khata No-6 under Sub Registrar Khandagiri, Bhubaneswar.

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#### **Bounded By:-**

North:-Land of Ganesh Achari (Plot No-336/2120). South:- Facing to NH-5.

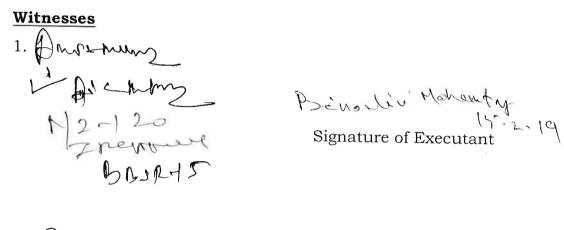
East:-Apurba Kumar Mohanty (Plot No-336/2764).

West:-30ft. wide Govt. Road.

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Page 27 of 28

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 15th day of February 2019, at Bhubaneswar.



2. Pravak@ Davien 810 Sarbes Der Swaces 18 old Truss Juganetha Methalane BBM 2 Signature of Attorney Holder

### CERTIFICATE

Certified that the Executants of this deed of Irrevocable General Power of Attorney are 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 Advocate. and in presence of the witnesses.

Page 28 of 28

9-02/2019

CONSOLIDATED DEED

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इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं : आयकर पैन सेवा इकाई. एन एस डी एल पहली मंजिल, टाईम्स टॉवर, कमला मिल्स कम्पाउंड, एस. बी. मार्ग, लोअर परेल, मुम्बई - 400 013.

If this eard is lost / someone's lost card is found, please inform / return to : Income Tax PAN Services Unit, NSDL Ist Floor, Times Tower, Kamala Mills Compound. S. B. Marg, Lower Parel, Mumbai = 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664, e-mail: tininfo@nsdl.co.in





# ଭାରତୀୟ ବିଶିଷ୍ଟ ପରିଚୟ କନ୍ତୁପକ୍ଷ

ଭାରତ ସରକାର Linque identification Authority of India **Government of India** 

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1 at 10	KHANDAPADA (N.A.C) Khandapadagarh Nayagarh
311	Odisha 752077





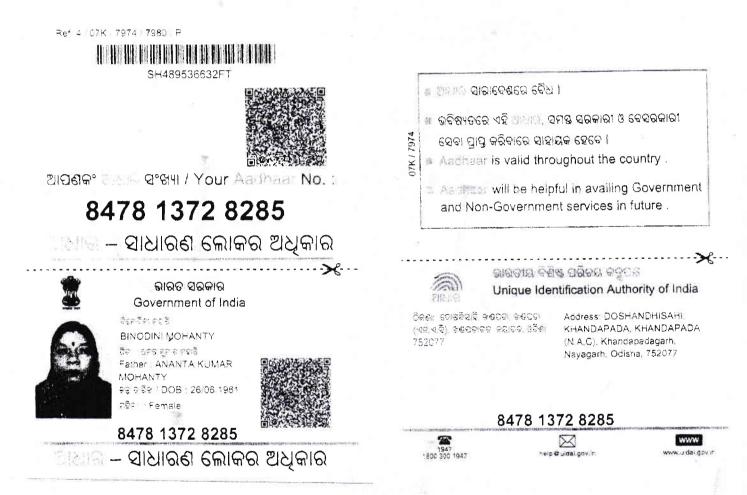
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### INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online.





Address : Vill./Ward : Khandparagad G.P./Town : Khandpara N.A.C P.S. : Khandpara Dist. : Nayagarh ତିକଶା : ଗ୍ରାମ/ଖୃାର୍ଚ : ଖଣ୍ଡପତା ଗତ ଗ୍ରାପ/ସତୁର୍ : ଖଣ୍ଡପତା ଏନ.ଏ.ସି. ଥାନା : ଖଣ୍ଡପତା ତିଲ୍ଲୁ : ନସ୍।ଗତ

This card can be used as an Identity Card under different Government Programmes. ଏହି ପରିଚୟ ପତ୍ର ବିଭିନ୍ନ ସରକାର୍ଗ ଯୋଜକାରେ ପରିଚୟ ପତ୍ର ରୂପେ ବ୍ୟବହାର କରାଯାଇ ରିବ ।

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