

7 9 JAN 2021



INDIA NON JUDICIAL

Handwritten signature and text:  
 Regd. No. - 4598A 549417  
 Bhubaneswar

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**MEMORANDUM OF LANDOWNERS SHARE AGREEMENT**

THIS DEED OF SUPPLEMENTARY AGREEMENT is made on this 29<sup>th</sup> Day of January 2021.

**BETWEEN**

**ARNAV CONSTRUCTIONS** is a partnership firm, having its office at Bhabagrahi Lane, Rajabagicha, Cuttack, Dist : Cuttack, PIN-753009, represented through its Managing Partner **CHETAN BHUYAN** aged about 47 years, son of Sri Pradyuta Kumar Bhuyan ,Hereinafter referred to described as the "LAND OWNER" which expression, unless excluded by or repugnant to the subject or context shall mean and include its Partners, Successors-in-interest, Executors, Administrators and assignees and collectively referred to as the party of the **FIRST PART**

**AND**

**NBER DEVELOPERS LLP** who is a Regd. LLP firm, having its Regd. Office at 542, Sahid Nagar, Bhubaneswar, Dist.- Khurda, represented through its designated Partner **MR. CHETAN KUMAR TEKARIWAL** aged about 63 years, son of Late Manalal Tekariwal, hereinafter referred to as the **BUILDERS/DEVELOPERS**", which expression shall mean and include its Partners, Successors-in-interest, Executors, Administrators and Assigns and collectively referred to as the Party of the **SECOND PART**



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For NBER DEVELOPERS LLP  
 Co. for account  
 DESIGNATED PARTNER

For ARNAV CONSTRUCTIONS  
 Chetan Bhuyan  
 PARTNER

AND

**WHEREAS** the land in question covered under this agreement is the self acquired property of the present Land Owner, the Party of the First Part. As per record of right prepared and published stands recorded in the name of the Party of the 1st. Part, who is the Exclusive Owner of the property and who has been exercising various acts of ownership and possession on the said land in question. The details of the land in question are given in the **SCHEDULE-I** below of this agreement and the said land is hereinafter referred to as the schedule of land.

AND

**WHEREAS**, the party of the 1st part has entered in to a Regd. Development Agreement No.- 11121901066 dated 27.02.2019 with the party of the 2nd part for commercial exploitation of the landed property. He had also executed one Registered General Power of Attorney bearing registered GPA Deed No.- 11121901065 dated 27/02/2019, in favour of the party of 2nd part to carry out several activities for the execution of proposed project name and style as "**Niladri Ark**" over the land as described in **SCHEDULE-I**.

AND

**WHEREAS** as per the development agreement executed by the Land Owner in favour of the Developer M/s. NBER Developers LLP for constructing of Multistoried Residential Apartments and Independent Sub Plots/Houses with certain terms & conditions. The land and building plan were approved by Bhubaneswar Development Authority vide their letter No- 20299/BDA, Bhubaneswar, dated 27/11/2020.

AND

**WHEREAS**, the owner/party of the 1st part is desirous for allotment of independent Sub Plots (details as per **SCHEDULE-II(A)**) and 2/3 BHK Residential Flats/Units in both Blocks of the Apartment/s (details as per **SCHEDULE-II(B)**) and towards his/ their share and the Builder/Developer i.e party of the 2nd part have also agreed without any hesitation and reserve the said Sub-plots /Flats for allocation of land owners share as per details mentioned herewith.

AND

**WHEREAS**, the reserved allotment of Flats/Plots/Units as scheduled below towards land owner's share will subject to revision in case the plan sanctioning Authority /Govt. Authority stipulates the provisions for construction of specific EWS houses in the project. In such case the land owners share will automatically rephased /rescheduled as per the guidelines.

## SCHEDULE - I

### Schedule of Property

District- Khurdha, SRO/PS-Jatani, Mouza- Gora Dharmasagar, 1962 Settlement Khata No. 106,

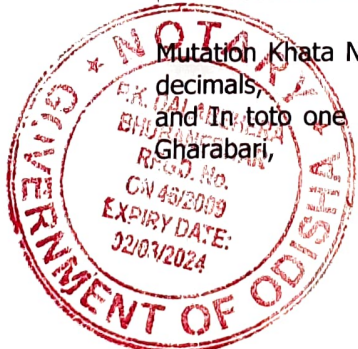
Plot No. 343, Area : Ac.5.180 decimals and Plot No. 343/367, Are : Ac.0.060 decimals, Kissam : Gharabari, which corresponds to Mutation Khata No. 101/553,

Plot No. 343/904, Area : Ac.1.295 decimals, Plot No. 343/367/905, Area : Ac.0.015 decimals; Mutation Khata No. 101/554, Plot No. 343/906, Area:Ac.1.295 decimals, Plot No. 343/367/907, Area :Ac.0.015 decimals;

Mutation Khata No. 101/555, Plot No. 343/908, Area: Ac.1.295 decimals and Plot No. 343/367/909, Area: Ac.0.015 decimals.

Mutation Khata No. 101/556, Plot No. 343, Area: Ac.1.295 decimals, Plot No. 343/367, Area: Ac.0.015 decimals, and In toto one Mouza, four Khata, eight plots, admeasuring total Area : Ac.5.240 decimals, Kissam- Gharabari,

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For NBER DEVELOPERS LLP  
*ex. for. owner*

DESIGNATED PARTNER

For ARNA CONSTRUCTIONS  
*Chetan Dhumra*  
PARTNER

## SCHEDULE-II(A)

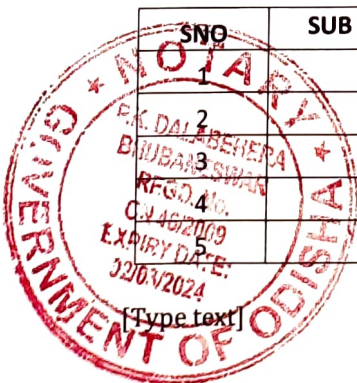
### PLOTS

#### DETAILS OF SUB PLOTS RESERVED FOR LAND OWNER

SNO	SUB PLOT NO	AREA(SQM)	AREA(SFT)	TYPE	REMARKS
1	6	112.936	1215	STND	LAND OWNER
2	7	110.455	1188	STND	LAND OWNER
3	8	109.213	1175	STND	LAND OWNER
4	14	112.764	1213	STND	LAND OWNER
5	15	112.207	1207	STND	LAND OWNER
6	16	111.650	1201	STND	LAND OWNER
7	17	111.093	1195	STND	LAND OWNER
8	29	112.500	1211	STND	LAND OWNER
9	30	112.500	1211	STND	LAND OWNER
10	42	112.500	1211	STND	LAND OWNER
11	43	112.500	1211	STND	LAND OWNER
12	44	115.897	1247	STND	LAND OWNER
13	52	112.500	1211	STND	LAND OWNER
14	53	112.500	1211	STND	LAND OWNER
15	54	112.500	1211	STND	LAND OWNER
16	55	112.500	1211	STND	LAND OWNER
17	56	112.500	1211	STND	LAND OWNER
18	57	112.500	1211	STND	LAND OWNER
19	23	90.979	979	LIG	LAND OWNER
20	24	90.000	968	LIG	LAND OWNER
21	25	90.000	968	LIG	LAND OWNER
22	72	68.475	737	LIG	LAND OWNER
23	85	83.000	893	LIG	LAND OWNER
24	66	49.351	531	EWS	LAND OWNER
25	71	49.800	536	EWS	LAND OWNER
26	76	49.800	536	EWS	LAND OWNER
27	77	49.800	536	EWS	LAND OWNER
28	84	49.800	536	EWS	LAND OWNER
29	90	49.800	536	EWS	LAND OWNER
30	91	49.672	534	EWS	LAND OWNER
31	94	49.670	534	EWS	LAND OWNER
32	95	49.615	534	EWS	LAND OWNER

#### DETAILS OF SUB PLOTS RESERVED FOR DEVELOPER/BUILDER

SNO	SUB PLOT NO	AREA(SQM)	AREA(SFT)	TYPE	REMARKS
1	1	133.510	1437	STND	DEVELOPER
2	2	122.860	1322	STND	DEVELOPER
3	3	120.379	1295	STND	DEVELOPER
4	4	117.898	1269	STND	DEVELOPER
5	5	115.417	1242	STND	DEVELOPER



For NBER DEVELOPERS LLP

*Pratibha*

DESIGNATED PARTNER

For ARNAV CONSTRUCTIONS

*Arnav*

PARTNER

6	9	114.367	1231	STND	DEVELOPER
7	10	114.992	1237	STND	DEVELOPER
8	11	114.435	1231	STND	DEVELOPER
9	12	113.878	1225	STND	DEVELOPER
10	13	113.321	1219	STND	DEVELOPER
11	18	110.535	1189	STND	DEVELOPER
12	19	109.978	1183	STND	DEVELOPER
13	20	109.421	1177	STND	DEVELOPER
14	21	108.864	1171	STND	DEVELOPER
15	22	105.273	1133	STND	DEVELOPER
16	26	90.000	968	LIG	DEVELOPER
17	27	90.000	968	LIG	DEVELOPER
18	28	90.000	968	LIG	DEVELOPER
19	31	112.500	1211	STND	DEVELOPER
20	32	112.500	1211	STND	DEVELOPER
21	33	112.500	1211	STND	DEVELOPER
22	34	112.500	1211	STND	DEVELOPER
23	35	112.500	1211	STND	DEVELOPER
24	36	112.500	1211	STND	DEVELOPER
25	37	112.500	1211	STND	DEVELOPER
26	38	112.500	1211	STND	DEVELOPER
27	39	112.500	1211	STND	DEVELOPER
28	40	112.500	1211	STND	DEVELOPER
29	41	112.500	1211	STND	DEVELOPER
30	45	112.500	1211	STND	DEVELOPER
31	46	112.500	1211	STND	DEVELOPER
32	47	112.500	1211	STND	DEVELOPER
33	48	112.500	1211	STND	DEVELOPER
34	49	112.500	1211	STND	DEVELOPER
35	50	112.500	1211	STND	DEVELOPER
36	51	112.500	1211	STND	DEVELOPER
37	58	112.500	1211	STND	DEVELOPER
38	59	112.500	1211	STND	DEVELOPER
39	60	90.000	968	LIG	DEVELOPER
40	61	90.000	968	LIG	DEVELOPER
41	62	90.000	968	LIG	DEVELOPER
42	63	90.000	968	LIG	DEVELOPER
43	64	90.000	968	LIG	DEVELOPER
44	65	91.218	982	LIG	DEVELOPER
45	67	49.800	536	EWS	DEVELOPER
46	68	49.800	536	EWS	DEVELOPER
47	69	49.800	536	EWS	DEVELOPER
48	70	49.800	536	EWS	DEVELOPER
49	73	56.025	603	LIG	DEVELOPER
50	74	49.800	536	EWS	DEVELOPER
51	75	49.800	536	EWS	DEVELOPER

For NBER DEVELOPERS LLP  
*Dr. Pr. Anand*

DESIGNATED PARTNER

For ARNAV CONSTRUCTIONS  
*Arnav*

PARTNER



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52	78	49.800	536	EWS	DEVELOPER
53	79	49.068	528	EWS	DEVELOPER
54	80	49.955	538	EWS	DEVELOPER
55	81	49.800	536	EWS	DEVELOPER
56	82	49.800	536	EWS	DEVELOPER
57	83	49.800	536	EWS	DEVELOPER
58	86	70.550	759	LIG	DEVELOPER
59	87	49.800	536	EWS	DEVELOPER
60	88	49.800	536	EWS	DEVELOPER
61	89	49.800	536	EWS	DEVELOPER
62	92	48.465	521	EWS	DEVELOPER
63	93	49.725	535	EWS	DEVELOPER
64	96	49.560	533	EWS	DEVELOPER
65	97	49.506	533	EWS	DEVELOPER

**SCHEDULE-II(B)**

**APARTMENT**

**DETAILS OF FLATS RESERVED FOR LAND OWNER**

SNO	BLOCK	FLAT NO	TYPE	FLOOR	CARPET (SQM)	BALCNY (SQM)	CARPET (SFT)	BALCONY (SFT)	REMARKS
1	1	101	2 BHK	FIRST	65.220	9.598	702	103	LAND OWNER
2	1	106	2 BHK	FIRST	65.729	3.781	707	41	LAND OWNER
3	1	109	3 BHK	FIRST	83.525	7.807	899	84	LAND OWNER
4	1	112	3 BHK	FIRST	83.525	7.807	899	84	LAND OWNER
5	1	202	2 BHK	SECOND	65.220	9.598	702	103	LAND OWNER
6	1	203	2 BHK	SECOND	52.673	7.874	567	85	LAND OWNER
7	1	208	2 BHK	SECOND	64.402	7.380	693	79	LAND OWNER
8	1	210	3 BHK	SECOND	82.076	11.656	883	125	LAND OWNER
9	1	301	2 BHK	THIRD	65.220	9.598	702	103	LAND OWNER
10	1	304	2 BHK	THIRD	64.613	3.538	695	38	LAND OWNER
11	1	305	2 BHK	THIRD	65.729	3.781	707	41	LAND OWNER
12	1	307	2 BHK	THIRD	64.402	7.380	693	79	LAND OWNER
13	1	311	3 BHK	THIRD	82.076	11.656	883	125	LAND OWNER
14	1	402	2 BHK	FOURTH	65.220	9.598	702	103	LAND OWNER
15	1	405	2 BHK	FOURTH	65.729	3.781	707	41	LAND OWNER
16	1	406	2 BHK	FOURTH	65.729	3.781	707	41	LAND OWNER
17	1	408	2 BHK	FOURTH	64.402	7.380	693	79	LAND OWNER
18	2	114	3 BHK	FIRST	84.200	11.656	906	123	LAND OWNER
19	2	117	3 BHK	FIRST	84.255	7.167	907	77	LAND OWNER
20	2	122	3 BHK	FIRST	84.255	7.167	907	77	LAND OWNER
21	2	213	3 BHK	SECOND	83.525	7.807	899	84	LAND OWNER
22	2	215	3 BHK	SECOND	84.200	11.656	906	123	LAND OWNER
23	2	216	3 BHK	SECOND	83.525	7.807	899	84	LAND OWNER
24	2	314	3 BHK	THIRD	84.200	11.656	906	123	LAND OWNER

For NBER DEVELOPERS LLP  
 25/11/2024

For ARNAV CONSTRUCTIONS  
 Che Jan Bhum An  
 PARTNER



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25	2	318	3 BHK	THIRD	84.255	7.167	907	77	LAND OWNER
26	2	321	3 BHK	THIRD	84.255	7.167	907	77	LAND OWNER
27	2	419	3 BHK	FOURTH	79.871	7.167	859	77	LAND OWNER
28	2	420	3 BHK	FOURTH	79.871	7.167	859	77	LAND OWNER
29	2	422	3 BHK	FOURTH	84.255	7.167	907	77	LAND OWNER

**DETAILS OF SUB PLOTS RESERVED FOR DEVELOPER/BUILDER**

SNO	BLOCK	FLAT NO	TYPE	FLOOR	CARPET (SQM)	BALCNY (SQM)	CARPET (SFT)	BALCONY (SFT)	REMARKS
1	1	102	2 BHK	FIRST	65.220	9.598	702	103	DEVELOPER
2	1	103	2 BHK	FIRST	52.673	7.874	567	85	DEVELOPER
3	1	104	2 BHK	FIRST	64.613	3.538	695	38	DEVELOPER
4	1	105	2 BHK	FIRST	65.729	3.781	707	41	DEVELOPER
5	1	107	2 BHK	FIRST	64.402	7.380	693	79	DEVELOPER
6	1	108	2 BHK	FIRST	64.402	7.380	693	79	DEVELOPER
7	1	110	3 BHK	FIRST	82.076	11.656	883	125	DEVELOPER
8	1	111	3 BHK	FIRST	82.076	11.656	883	125	DEVELOPER
9	1	201	2 BHK	SECOND	65.220	9.598	702	103	DEVELOPER
10	1	204	2 BHK	SECOND	64.613	3.538	695	38	DEVELOPER
11	1	205	2 BHK	SECOND	65.729	3.781	707	41	DEVELOPER
12	1	206	2 BHK	SECOND	65.729	3.781	707	41	DEVELOPER
13	1	207	2 BHK	SECOND	64.402	7.380	693	79	DEVELOPER
14	1	209	3 BHK	SECOND	83.525	7.807	899	84	DEVELOPER
15	1	211	3 BHK	SECOND	82.076	11.656	883	125	DEVELOPER
16	1	212	3 BHK	SECOND	83.525	7.807	899	84	DEVELOPER
17	1	302	2 BHK	THIRD	65.220	9.598	702	103	DEVELOPER
18	1	303	2 BHK	THIRD	52.673	7.874	567	85	DEVELOPER
19	1	306	2 BHK	THIRD	65.729	3.781	707	41	DEVELOPER
20	1	308	2 BHK	THIRD	64.402	7.380	693	79	DEVELOPER
21	1	309	3 BHK	THIRD	83.525	7.807	899	84	DEVELOPER
22	1	310	3 BHK	THIRD	82.076	11.656	883	125	DEVELOPER
23	1	312	3 BHK	THIRD	83.525	7.807	899	84	DEVELOPER
24	1	401	2 BHK	FOURTH	65.220	9.598	702	103	DEVELOPER
25	1	403	2 BHK	FOURTH	52.673	7.874	567	85	DEVELOPER
26	1	404	2 BHK	FOURTH	64.613	3.538	695	38	DEVELOPER
27	1	407	2 BHK	FOURTH	64.402	7.380	693	79	DEVELOPER
28	1	409	3 BHK	FOURTH	83.525	7.807	899	84	DEVELOPER
29	1	410	3 BHK	FOURTH	82.076	11.656	883	125	DEVELOPER
30	1	411	3 BHK	FOURTH	82.076	11.656	883	125	DEVELOPER
31	1	412	3 BHK	FOURTH	83.525	7.807	899	84	DEVELOPER
32	2	113	3 BHK	FIRST	83.525	7.807	899	84	DEVELOPER
33	2	115	3 BHK	FIRST	84.200	11.656	906	123	DEVELOPER
34	2	116	3 BHK	FIRST	83.525	7.807	899	84	DEVELOPER
35	2	118	3 BHK	FIRST	84.255	7.167	907	77	DEVELOPER
36	2	119	3 BHK	FIRST	79.871	7.167	859	77	DEVELOPER

For NBER DEVELOPERS LLP  
*Ch. For. Anand*  
 DESIGNATED PARTNER  
 For ARNAV CONSTRUCTIONS  
*Ch. Anand*  
 PARTNER



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37	2	120	3 BHK	FIRST	79.871	7.167	859	77	DEVELOPER
38	2	121	3 BHK	FIRST	84.255	7.167	907	77	DEVELOPER
39	2	214	3 BHK	SECOND	84.200	11.656	906	123	DEVELOPER
40	2	217	3 BHK	SECOND	84.255	7.167	907	77	DEVELOPER
41	2	218	3 BHK	SECOND	84.255	7.167	907	77	DEVELOPER
42	2	219	3 BHK	SECOND	79.871	7.167	859	77	DEVELOPER
43	2	220	3 BHK	SECOND	79.871	7.167	859	77	DEVELOPER
44	2	221	3 BHK	SECOND	84.255	7.167	907	77	DEVELOPER
45	2	222	3 BHK	SECOND	84.255	7.167	907	77	DEVELOPER
46	2	313	3 BHK	THIRD	83.525	7.807	899	84	DEVELOPER
47	2	315	3 BHK	THIRD	84.200	11.656	906	123	DEVELOPER
48	2	316	3 BHK	THIRD	83.525	7.807	899	84	DEVELOPER
49	2	317	3 BHK	THIRD	84.255	7.167	907	77	DEVELOPER
50	2	319	3 BHK	THIRD	79.871	7.167	859	77	DEVELOPER
51	2	320	3 BHK	THIRD	79.871	7.167	859	77	DEVELOPER
52	2	322	3 BHK	THIRD	84.255	7.167	907	77	DEVELOPER
53	2	413	3 BHK	FOURTH	83.525	7.807	899	84	DEVELOPER
54	2	414	3 BHK	FOURTH	84.200	11.656	906	123	DEVELOPER
55	2	415	3 BHK	FOURTH	84.200	11.656	906	123	DEVELOPER
56	2	416	3 BHK	FOURTH	83.525	7.807	899	84	DEVELOPER
57	2	417	3 BHK	FOURTH	84.255	7.167	907	77	DEVELOPER
58	2	418	3 BHK	FOURTH	84.255	7.167	907	77	DEVELOPER
59	2	421	3 BHK	FOURTH	84.255	7.167	907	77	DEVELOPER

The party of the first part is liable to pay the charges of the Society Corpus Fund, Society Maintenance, Electricity connection, Overhead Charges, GST and the other statutory dues/taxes as applicable before taking over delivery of possession of the flats/plots/units allocated towards owners share.

IN WITNESS WHEREOF, the parties hereby signed this the day, month and year mentioned above first in presence of following witness and others.

WITNESSES:-

1. Bibhuti Sahoo  
542, Sahidnagar  
Bhubaneswar

For ARNAV CONSTRUCTIONS

Chetan Dhyan  
PARTNER

FIRST PARTY.

2. Pratap Kumar Sahoo  
542, Sahidnagar  
Bhubaneswar

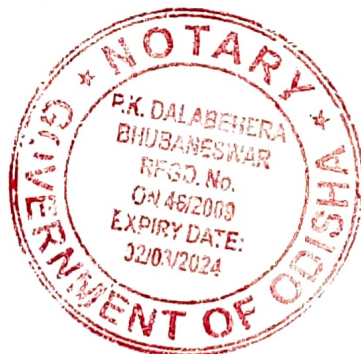
For NBER DEVELOPERS LLP

C. Prasad

DESIGNATED PARTNER

SECOND PARTY.

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P.K. DALABEHERA  
Notary, Bhubaneswar  
Regd. No.- 46/09