

Vol-4 81- 1014 / 31 AUG 2020

# भारतीय गैर न्यायिक

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भारत

TEN RUPEES

RS 10  
Jagynswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist. Khurda  
Regd. No-77312009  
Mob- 9861006174



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U/M  
Hijoy Kumar Patra ✓

U/M  
Ramakanta Mishra ✓

## AGREEMENT FOR DEVELOPMENT OF PROPERTY

THIS MEMORANDUM OF AGREEMENT FOR DEVELOPMENT OF PROPERTY executed on this the 31<sup>st</sup> day of Aug, 2020 (two thousand twenty), at Bhubaneswar.

### BETWEEN

SRI RAMAKANTA MISHRA, aged about 81 years, S/o. Late Ananda Mishra, by caste Brahmin by profession- Retd. Principal, having PAN – ACOPM1194K resident of At. - Plot No-270, Banguari, P.S. Baliana, Bhubaneswar, District – Khurda (Odisha), Aadhaar No.6034 0803 1169, Mobile No.9337126103 (hereinafter called the “Landowner”), which expression shall unless repugnant to the subject or context shall



U/M  
Ramakanta Mishra  
Hijoy Kumar Patra  
31.8.20  
Managing Director  
OMMBASTU BUILDCON PVT. LTD.  
W1 - Ananda Mishra  
W2 - Babaji Sankar Swast

ISSUE NO. 11

11902 *to*

28.8.2020

DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
25 JUN 2020  
ADDL. TREASURY OFFICER

*B.K. Panda*

*Bijay Kumar Patra*

B.K. PANDA  
STAMP VENDER  
BHUBANESWAR

ISSUE NO. 11  
11902

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Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
MOB: 9851006174

mean and include their legal heirs, successors, legal representatives, executors, administrators and assigns of the FIRST PART.

AND

M/S. OMMBASTU BUILDCON PVT. LTD., a company incorporated under the Companies Act, 2013 having its registered office at Plot No.N5/170, I.R.C. Village, P.O. – I.R.C. Village, P.S. – Nayapalli, Bhubaneswar, District – Khurda (Odisha), having PAN – AADCO1672Q, represented by its Managing Director SRI BIJAY KUMAR PATRA, aged about 53 years, S/o. Late Satrugna Patra, by caste – Khandayat, by profession – Business, Aadhaar No.3869 7407 2340, Mobile No.9437034622 (hereinafter called the “**Builder/Developer**”), which expression shall mean and include its Directors, successors in office, executors, administrators and assigns of the SECOND PART.

*Ramakanta Mishra*

OMMBASTU BUILDCON PVT. LTD.  
*BiJay Kumar Patra*  
Managing Director

WHEREAS, the property situated in Mouza – BANGUARI, Khata No.253, Plot No.274, area Ac.0.180 decimals, Khata No. 156, Plot No.266; area A0.040 dcs., Plot No.271, area A0.130 dcs., Plot No.272, area A0.140 dcs., Plot No.273, area A0.210 dcs. as per Record of Rights issued by the Tahasildar, Bhubaneswar and the 1<sup>st</sup> party member are in peaceful possession over the total area Ac.0.700 decimals as absolute owner without any dispute.

AND WHEREAS, the landowner have been nourishing with the desire to develop/construct a Residential building/complex over the scheduled property in accordance with the plan to be sanctioned/approved by the Bhubaneswar Development Authority and accordingly a scheme has been framed by the landowner. But, since the landowner have neither technical expertise nor financial resources, they have given offer to the Builder/Developer of the Second Part, who is engaged in developing building/complex comprising of independent units. After negotiation, the Builder/Developer has agreed to develop the building/complex entirely at their cost with the terms and conditions mutually agreed upon by and between the parties. In order to avoid any future complication, the terms so

*Ajanta Mishra*  
*Babaji Sankar Sarangi*



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agreed upon are reduced to writing and enumerated in this agreement as under:-

- A. By virtue of the recitals herein contained the landowner are competent and absolutely seized and possessed all that piece and parcel of compact land described in the schedule given hereinafter and the landowner have valid right, title and possession over the said land and except landowner and his legal heirs, no other person has any semblance of interest over the said land.
- B. The Builder/developer shall construct and erect the said building/complex over the said property strictly in accordance with the aforesaid plan to be sanctioned/approved by the Bhubaneswar Development Authority, and shall deal with various portions of the said building/complex on the terms and conditions hereinafter contained.
- C. The Builder/Developer shall construct the building/complex according to the approved building plan and permission accorded and shall not construct any illegal or unauthorized area or unit or units and if they do so it would be entirely at their cost and risk and the landowner and his legal heirs shall not be held liable for the constructions made beyond the approved plan. The responsibility with regards to the quality and standard of construction of the aforesaid Residential building/complex would be exclusively, that of the Builder/Developer, but it shall not below standard specification as specified by B.I.S.

✓ Rawexaula Mishra

OMMBASTU BUILDCON PVT. LTD.

Pradyuman Kumar Patra  
Managing Director

NOW THIS AGREEMENT WITNESSTH and it is hereby agreed by and between the parties hereto as follows:-

### DEFINITION

Unless in these presents there is something is in the subject or context inconsistent there with:

1. 'Property' shall mean the entire land as described in the schedule appended hereto.
2. 'Building/Complex/Project' shall mean the building/complex/project to be constructed/erected over the said property as per the sanction/approved plan by Bhubaneswar Development Authority.



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Pradyuman Sanjiv Sarver

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3. 'Landowner' shall mean Sri Ramakanta Mishra, which also includes their respective legal heirs, successors, assigns, representatives etc.
4. 'Builder/Developer' shall mean M/S. OMMBASTU BUILDCON PRIVATE LIMITED, which also includes its Directors, successors in office, executors, administrators and assigns.
5. 'Common Facilities' shall mean and include corridors, common passage, staircase-cum-landings, equipments and accessories provided in the building/complex, lift, generator, motor pumps, electrical installations etc. and other facilities required whatsoever for maintenance and/or management of the said building/complex and enjoyment of various portions of the said building/complex.
6. 'Building Plan' shall mean the plan to be sanctioned and approved by Bhubaneswar Development Authority and/or such other revised plan or plans with such modification or alteration which may be made thereto from time to time with the approval of competent authority/authorities for the purpose of constructing the building(s).
7. 'Units' shall mean a portion of the floor space comprising of the Residential complex capable of being exclusively occupied and enjoyed.
8. 'Proposed Building/complex/Project' shall mean and include the Residential building(s) to be constructed and the land appurtenant thereto and all passages, the parking space, amenities provided thereto etc.

✓ Ramakanta Mishra

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Rajay Kumar Patra  
Managing Director

**COMMENCEMENT:**

This Agreement shall commence on and from the ---- day of July,, 2020.

**VALIDITY:**

THAT, the said agreement shall remain valid till the Project is fully completed and the Builder/Developer (Second Party) share is fully sold out and possession of various units is handed over to respective customers and of the First Party by the Builder/Developer (Second Party) and that the Irrevocable General Power Attorney (IGPA) to be executed by the 1<sup>st</sup> party members either before or after obtaining the approved building plan

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That the Irrevocable General Power Attorney (IGPA) shall be cancelled by the First Party if the Builder (2<sup>nd</sup> Party) will not complete the project within stipulated time period as prescribed in the agreement unless prevented by reasons beyond control of the Builder/Developer, including force majeure conditions, act of God, any notice or notification of the Government and/or restraint order issued by any court or public Authority for stoppage of construction work etc.

**CONSTRUCTION :**

1. That, the Builder/Developer agree to develop the said property at their own risk, cost and expenses and with their own resources after they obtain the requisite permission, sanction and approvals from authorities concerned and thereafter to construct thereon the said Building/complex. The Landowner agrees, in accordance with this Agreement, to place at the complete disposal of the Builder/Developer, the physical and actual vacant possession of the said property and to irrevocably vest upon the Builder/Developer the unfettered right to prepare and submit building plans before the authorities and obtain requisite permission, sanction and approvals for developments, construction and completion of the said Residential complex with the signing of this Agreement.

2. The first party (Land Owner) has already received an amount of Rs.10,00,000/- (Rupees Ten Lac Only) from the second party (Builder/Developer) towards adjustable security amount which shall be adjusted from the Land Owner's share at the time of allocation of his share.

3. It shall be the responsibility of the Builder/Developer to submit, pursue and follow-up to obtain all such required permission(s) as per the statutory law prevailing.

a. All expenses/charges incurred in respect of approval/sanction or modification and/or alteration of the sanctioned plan and for any revised plan to be submitted for approval/sanction shall be on account of Builder/Developer.

b. The Builder/Developer shall forthwith on obtaining all such required permissions from concerned Development Authority, start construction upon the said property in a substantial and workman like manner in accordance with the plans, specification and elevations as

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Ajit Kumar Patra  
Managing Director

Ajanta Mishra  
Rajesh Kumar Sengupta



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sanctioned/approved by the Bhubaneswar Development Authority including any amendment, modification or variation or alteration to the said plans and specification which may be made by the Builder/Developer. The said building/complex over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the Builder/Developer and/or their agents.

c. The Builder/Developer shall comply with the requirements and requisition of the B.D.A., and/or other local authorities as the case may be relating to the construction of the said building/complex on the said property and shall obtain necessary approval from the authorities concerned as and when required.

4. The Builder/Developer shall make their best endeavors to complete/finish the said building/complex in all respects so as to befit for occupation/habitation within 3.5 years from the date of approval from the ORERA authority, unless prevented by reasons beyond the control of the Builder/Developer, including force majeure conditions, acts of God, any notice or notification of the Government and/or restraint order issued by any Court or Public Authority for stoppage of construction work etc. If there is any delay beyond the above schedule then the Builder/Developer will get a further extension of six months once only, which shall be mutually decided by both the parties.

**LANDOWNER' OBLIGATIONS:**

The landowner hereby agrees and covenant with the Builder/Developer as follows:-

1. Not to cause any interference or hindrance in the construction of the said Residential building/complex over the said land unless the Builder/Developer act in a manner violating (a) the terms of this Agreement, (b) the sanctioned/approved plan of the concerned BDA Authority and (c) the building standard specified by B.I.S.

a. The Landowner hereby handover the vacant physical possession with demarcation of the property given below to the Builder/Developer in a sketch map. The delivery of vacant physical possession is handed over to the Builder/Developer in a separate sheet and the Builder/Developer took over physical possession from the Landowner, which shall form part of this Agreement.

✓ Kawakula Mishra

OMIBASTU BUILDCON PVT. LTD.  
Ajay Kumar Patra  
Managing Director

Ajanta Mishra  
Babaji Sankar Sarap



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b. If, the landowner need any extra modifications within their allocated share, then they shall inform the Builder/Developer about the same prior to brick work and the cost of such modifications shall be borne by the landowner.

2. Not to prevent the Builder/Developer from negotiating with intending purchasers of flats/units for assigning disposing or letting out any portion of the complex except 38% of the total built-up area/parking space more-fully specified as allocation of the landowner.
3. Not to enter into any agreement or transfer, convey or assign or encumber or deal with the said land or any portion thereof with any Third Party and shall duly convey and transfer the proportionate impartible undivided share i.e. 62% in the land to the Builder/Developer or its nominees any time after substantial progress of construction.
4. The landowner give license and express permission to the Builder/Developer for entering upon the said property having absolute authority henceforth and also competency to commence, carry on and complete the development of the land in accordance with the permission granted. The said license to develop the property is personal and is not assignable without the consent of the landowner.
5. The landowner shall at the request and cost of the Builder/Developer sign and execute papers, documents, applications for approval of the building plans from any authorities or departments.
6. The landowner declare that, he is entitled to enter into this agreement with the Builder/Developer and that they have not agreed, committed, contracted or entered into any agreement with any other person in respect of the property and that they have not created any mortgage, charge or encumbrance on the said property nor have done any act, deed or thing by reasons whereof, the development of the said property may be affected in any manner.
7. That the landowner will hand over the original land documents, ROR and all the original documents relating to the below mentioned scheduled property to the builder/developer (Second Party) at the time of execution of this agreement.

✓ Rewa Kaula - Mishra

OMMBASTU BUILDCON PVT. LTD.

Shrijoy Kumar Patre  
Managing Director

Ajanta Mishra  
Prabojji Sankar Samant





8. That the landowner may choose to either sell or lease out their respective share in the proposed complex or use a part of it for his own Residential use after the completion of the building/complex. However, he will be bound by the rules of the Owner's Association/ (OA) guidelines that will be applicable after the formation of the Owner's Association (OA) for the said complex.
9. The landowner further undertake not to raise any complaint or objection in case the Builder/Developer contacted other adjacent plot owners for jointly entering into this complex.

**BUILDER/DEVELOPER'S OBLIGATION :**

1. The project work shall be commenced with effect from the date of signing and execution of this agreement and construction from the date of the approval of the Building Plan by the Bhubaneswar Development Authority.
2. To complete/finish the construction and erections of the said building/complex within 42 months from the date of approval of the ORERA authority.
3. That if the construction of the proposed building/complex(s) shall be delayed by any order/clearance to be obtained from any local authority, in that event the owner (the First Party member) shall not claim any damage or compensation from the builder/developer (second party) in any way.
4. The landowner will give permission to the builder/developer (Second Party) to mortgage the 62% of the total super built up area of the Apartment to be constructed along with the proportionate impartible/undivided share in the Land except 38% share of the Land owner for raising project development and construction finances, however before completion of the Project, the Developer shall liquidate the loan amount to the bank / financial institutions/individuals.
5. Not to violate or contravene any statutory provisions, rules, regulations etc. applicable for construction of the said building/complex.

6. Any labour or workmen engaged for the construction of the building/complex by the Builder/Developer will be the employee of the

*Ramesh Mishra*  
OMMBASTU BUILDCON PVT. LTD.  
*Shriy Kumar Patra*  
Managing Director

*Ajanta Mishra*  
*Pradyoti Sankar Sahoo*



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Builder/Developer. The landowner shall have 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 Builder/Developer and the landowner shall not incur any liability, responsibilities for the same.

7. The Builder(2<sup>nd</sup> party) shall complete and handover the f Land Owners share of Flats before handover the construction space or Flats in favour of the his purchasers. Also he shall repay all loans incurred for the purpose against the land and Building.

**CONSIDERATION :**

1. That, the parties hereto above shall share the total Super built-up areas in the said Residential Apartment Building proportionate to their shares in the ratio of 38% of built up-area shall be of the Landowner over the base FAR permitted by the BDA, Bhubaneswar and the remaining built up area shall be of the Builder/Developer. The areas proportionate to their shares in respect of the floor space/parking space of the entire Residential Apartment Building to be built on the said plot shall be allotted assigned in the ratio i.e. 38% of the Landowner over the base FAR permitted by the BDA, Bhubaneswar and the rest 62% of the apartment towards the Builder/Developer in orderly manner. This allotment or assignment of the respective shares shall be specified through a Share Allocation Agreement to be executed between both the parties.
2. It is understood that the super built-up area shall form the part of outer to outer measurements of the unit/units and including the proportionate share of the common area of the tower Corridors, lifts, machine rooms, staircase, common stores, service rooms, entrance lobby, architectural projections, common parking space and elements etc.
3. That the share of the landowner will be clearly outlined in terms of Flat nos., Floor nos., Block name and carpet areas/built up areas/super built-up areas, Parking nos. after receiving the final approval from the concerned authorities and before the commencement of construction of the proposed Residential Complex in the above said share allocation agreement.

*Ramakanta Mishra*  
OMMBASTU BUILDCON PVT. LTD.  
*Pradyumn Kumar Patra*  
Managing Director

*Ajanta Mishra*  
*Prabhasi Sunkar*  
*Sarvag*

The parties hereto i.e. the Builder/Developer and the Landowner hereby mutually agree that in order to and for the purpose and in the



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process of proportionating the built up areas/parking space in the allocated shares 62% of the Builder/Developer and 38% of the Landowner amongst themselves, if the portion of such built up area/parking space 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/ parking space @ of market value or as may be mutually agreed upon at the time of distribution of shares 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.

5. That the Landowner and Builder/Developer have agreed not to claim any specific demarcation of the land and agreed that said land to be given for development shall remain indivisible and inseparable at all times and the persons holding any interest in the same shall always hold it in Undivided share and only constructed area shall be shared.
6. That it is hereby agreed by the Landowner that the Builder/Developer (Second party) shall have the absolute right to finalize, settle and negotiate the terms of the, built-up area /parking space/ units except landowner' share (First party) of the proposed Project, at such rate and price as the Builder/Developer (second party) think proper.
7. That, the Builder/Developer and the landowner shall enter into agreement to dispose of the saleable built up areas/parking space 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/ parking space out of their respective shares at any rate different from the rate mutually agreed upon.
8. That, the Builder/Developer shall be liable to assign and the Landowner shall be entitled to get 38% over the base FAR permitted by BDA, Bhubaneswar of the total super built up area/ parking space from & out of the total constructed super built-up area/ parking space and the Landowner shall be confirmed by the Builder/Developer after Approval of the Building Plan. The balance super built-up area/ parking space in

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Ajay Kumar Patre  
Managing Director

Ajanta Mishra  
Babaji Sankar Sarangi



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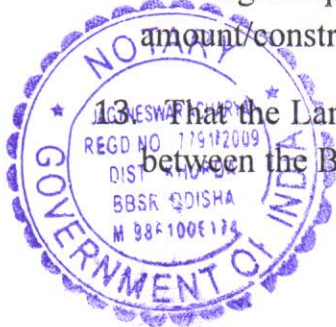
the Residential/ Commercial Apartment Building is specified as the allocation of the Builder/Developer.

- 9. That, in consideration of the terms hereby agreed upon the landowner convey, assign and absolutely vest upon the Builder/Developer the right of development/construction on the said property and also their rights to enter into agreement to sell, transfer and assign 62% of the total constructed space/built-up areas/ parking space in the said building/complex together with proportionate interest in the land at such rate as may be determined by the Builder/Developer.
- 10. The Builder/Developer shall have the right to enter into agreement with intending owners of units to sell, transfer, charges, assign and let-out 62% of the total constructed/built-up areas/ parking space except the landowner entitlement of flats/ parking space and the landowner shall not raise any objection to such agreement to transfer, assignment or disposition. It is hereby agreed that, the Builder/Developer shall have right to finalize and settle the terms and/or to dispose off 62% of the total built-up area/ parking space /units in the proposed building/complex at such cost the Builder/Developer in their absolute discretion thinks proper.
- 11. The Builder/Developer shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the landowner will not have any objection for the same.
- 12. That, the Builder/Developer shall have the right to receive from the intending flat owners any earnest money and/or booking amount and also the balance cost of the unit and to grant receipt(s) and execute such receipts as may be deemed necessary. The landowner hereby agree to ratify and confirm all acts, the Builder/Developer 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 i.e. 62% in the land and/or units in the said proposed building/complex by virtue of this agreement on receipt of consideration amount/construction cost.

✓ Raveekaula Mishra  
OMMBASTU BUILDCON PVT. LTD.  
Ajay Kumar Patra  
Managing Director

Ajanta Mishra  
Babaji Sonkar Sarmah

13. That the Land Owner will not be responsible or liable for any dispute between the Builder and the intending purchasers of his (builders) share



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of the complex and the Builder shall see that the Land owner's interests are not affected by such disputes if any.

14. The landowner 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/complex and to render all help and assistance to the Builder/Developer to facilitate the construction of the proposed building/complex on the said plot of land in accordance with the terms of the agreement.
15. That, the landowner and the Builder/Developer shall have the right to sue for specific performance of this contract/agreement or any other supplementary contract which may be executed for non-compliance of any term and the suing party shall also have a right to recover cost and damages if any.
16. That in case of non-compliance of terms and conditions of this agreement and supplementary agreement both parties have a right to recover cost and damage if any.
17. That the Landowner authorize the Builder/Developer (Second party) or their nominee/ nominees as its attorney / attorneys by executing documents duly registered for submitting and pursuing application to various authorities for requisite permissions, approvals, sanctions of the building plans etc. in connection with the development / construction and completion of the proposed Project. All costs in this respect shall be borne by the Builder/Developer.
18. That, if the Builder/Developer desire to make any alteration, changes, deviation during the course of construction beyond the sanctioned plan become necessary, desirable or advisable, the said alternation/ change may be made in conformity after obtaining modified plan approved from Bhubaneswar Development Authority and that as a consequence of such alteration/ changes if any, compounding fees is levied by the Bhubaneswar Development Authority, the said liability shall be borne by both the parties proportionately according to their respective share ratio.

✓ Kankaraula Mishra

OMMBASTU BUILDCON PVT. LTD.

Ajay Kumar Patra  
Managing Director

Ajanta Mishra  
Biswajit Senkan Sarraf

19. That the landowner undertakes to irrevocable constitute the Builder/Developer as their Attorney holder by executing an irrevocable



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General Power of Attorney either after or before obtaining approved building plan from BDA, Bhubaneswar, duly registered for completing the exercise and effectuating the object in connection with the Development/Construction and completion of the said Building/complex. The said Irrevocable General Power of Attorney shall be treated as part and parcel of this Development Agreement. However, the Builder/Developer undertake in their capacity not to do or cause to be done any act, commission or thing which may, in any manner, flout, contravene and contrive any law, rules, regulation etc. or which may amount to misuse of any authority or right hereby conveyed or breach of 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 Builder/Developer and further more the Builder/Developer undertake to keep the landowner entirely free and indemnified against all claims or demands resulting from the aforesaid non-performance and non-observance.

✓ Renukavali Mishra  
OMMBASTU BUILDCON PVT. LTD.  
Ajay Kumar Patra  
Managing Director

20. The above said Irrevocable General Power of Attorney shall always be treated and construed as part and parcel of the said Development Agreement and it shall be valid till completion of the Building/complex and shall remain in force until the Builder/Developer transfer his share out of the total built up area /Parking Space of the said Residential Complex to be constructed along with proportionate impartible undivided share in the Land to the prospective purchasers after handing over the land owner's 38% share from the said complex to him.

21. That, in case the said property or any part thereof now declared or represent to be belonging to the landowner is found to be non-existent on account of defective title of the landowner or any other person claiming title paramount to the landowner, the landowner shall be liable for all the damages, losses and cost sustained by the Builder/Developer. Accordingly the landowner agree and undertake to keep the Builder/Developer and/or their nominee(s) harmless, indemnified against all claims and expenses which the Builder/Developer and/or their nominee(s) may be made liable to pay or suffer in case their right and title is questioned.

Ajanta Mishra  
Prabojy Sankar Saman



**MISCELLANEOUS :**

- 1) The name of the said Building/complex shall be "PADMANANDA AVENUE".
- 2) That after execution of this agreement the Builder/Developer will construct boundary wall, pump house, overhead tank, store rooms, office room, and take all developmental works in the schedule property like filling of land, electric connection to the said land and shall obtain permission for such installation from the concerned authority wherever necessary.
- 3) That both the parties to this agreement agreed that the expenditures to be incurred towards security deposit towards electric connection to the individual flats/units, installation of electric meter for individual flats/units or any other common amenities/facilities provided for the project and towards maintenance charges up to the formation of owner's society shall be borne by the landowner and the Builder/Developer proportionately as per their respective share ratio i.e. proportionate to his share.
- 4) That the Electric meter connection fees or any other taxes, Charges, etc. levied by the Govt. authorities for the service rendered by the Builder/Developer to the Landowner during execution of the project or in future, then the Landowner shall borne the same against his 38% allocation of share.

**ARBITRATION :**

In case of any dispute of difference arising between the parties during the progress of construction or after completion thereof or abandonment of the work as to the construction of any covenant spelt-out under this agreement or any clause thereof or relating either the said building/complex work or arising out of this agreement or any other supplementary agreement, disputes relating to entitlements of the parties, shall be referred to Arbitrator, appointed by mutual consent of both the parties, failing which the parties may take the shelter of proper court of law for reference to an Arbitrator as per the procedures laid down in Arbitration and Conciliation Act, 1996 or any statutory



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enactment or modification there under and the decision rendered by the said Arbitrator shall be final and binding on the parties.

**JURISDICTION :**

All accounts between the parties hereto shall be settled at the landowner place and/or at any other place, as may be mutually agreed upon. The courts at Bhubaneswar only have jurisdiction to entertain the disputes and difference between the parties.

**SCHEDULE OF LAND**

District – Khurda, P.S. Baliana, P.S. No.3, Tahasil-Bhubaneswar, under the Jurisdiction of District Sub-Registrar, Bhubaneswar. Mouza – BANGUARI, Khata No.253, Plot No.274, , area Ac.0.180dcs., and Khata No. 156, Plot No. 266, area A0.040 dcs., Plot No. 271, area A0.130 dcs., Plot NO. 272, area A0.140 dcs., Plot No. 273, area A0.210 dcs. Total Two Khatas and 5 Plots, Total area A0.700 dcs Rent Rs.100.00 paisa. Kisam – Gharabari.

**BOUNDED BY**

- NORTH – Land owner Plot no. 270 and Niranjn Das
- SOUTH - Durgacharan Pati and Plot 275, Syama sunder Pati, Indramani Pati and others
- EAST – CANAL ROAD, PLOT- 270,269,267,274(P)
- WEST – Ajanta Mishra and A. Tripathy

*Ramakanta Mishra*

OMMBASTU BUILDCON PVT. LTD.  
*hijoy kumar Patra*  
Managing Director

*Ajanta Mishra*  
*Prabhoji Sanatan Sarangi*





2  
31/8/20

Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

IN WITNESSES WHEREOF, the parties have hereunto put, set  
and subscribe their respective hands and seal on the date, month  
and year first above written.

**WITNESSES:**

1 Ajanta Mishra, W/o Atanu Prabhakaraj  
20, Sahid Nagar  
Bhubaneswar

✓ Ramesh Chandra Mishra  
31-8-20

**Signature of the Landowner**

2. Babaji Sankar Sengupta  
S/o - V Pradyumn Sengupta  
At/PO - Jayapur  
P.S. - Bahadur  
Khurda

OMMBASTU BUILDCON PVT. LTD.  
Ajay Kumar Patra  
Managing Director

**Signature of the Builder/ Developer**

Certified that, this Agreement is drafted and typed by me as per the  
direction and dictation of the Executants and after understanding fully the  
contents of this deed, they put their respective signatures in presence of the  
witnesses.

IDENTIFIED BY ME  
31/8/20

ADVOCATE, BBSR

Advocate, Bhubaneswar



2  
31/8/20

Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174



सत्यमेव जयते

GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

## Certificate of Incorporation

Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

hereby certify that OMMBASTU BUILDCON PRIVATE LIMITED is incorporated on this Sixth day of June Two thousand twenty under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U70109OR2020PTC033083.

The Permanent Account Number (PAN) of the company is AADCO1672Q \*

The Tax Deduction and Collection Account Number (TAN) of the company is BBNO02551D \*

Given under my hand at Manesar this Sixth day of June Two thousand twenty .

CS MINISTRY OF  
CORPORATE AFFAIRS

Digital Signature Certificate

Mr Parvinder Singh

DEPUTY REGISTRAR OF COMPANIES

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre


Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declaration of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or functions from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on [www.mca.gov.in](http://www.mca.gov.in)

Mailing Address as per record available in Registrar of Companies office:

OMMBASTU BUILDCON PRIVATE LIMITED  
LOT NO-N5/170, IRC VILLAGE, JAYDEV VIHAR, BHUBANESWAR,  
Bhubaneswar, Orissa, India, 751015

as issued by the Income Tax Department

*Niraj Kumar Patra*


ଶ୍ରୀମତୀ ଶରଦା
ଶ୍ରୀମତୀ  
 Government of India

Download Date: 28/02/2020




ବିଜୟ କୁମାର ପାତ୍ର  
 Bijaya Kumar Patra  
 ଜନ୍ମ ତାରିଖ /DOB: 15/07/1967  
 ପୁରୁଷ/ MALE

Issue Date: 19/02/2020

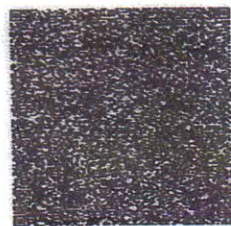
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ମୋ ଆଧାର, ମୋ ପରିଚୟ


ଭାରତୀୟ ପରିଚୟ ପ୍ରାଧିକାରଣ
ଶ୍ରୀମତୀ  
 Unique Identification Authority of India

Download Date: 28/02/2020



ପଠକଣା:  
 S/O ଶତ୍ରୁଘ୍ନ ପାତ୍ର, ପ୍ଲଟ ନଂ- ୧୫/୧୭୦, ଆଇ ଆଇ  
 ସି ବିଲେଜ, ଜୟଦେବ ବିହାର, ଭୁବନେଶ୍ୱର, ଭୁବନେଶ୍ୱର  
 ଏସ୍ ଓ, ଖୋର୍ଦ୍ଧା,  
 ଓଡିଶା - 751015

Address:  
 S/O Late Satrughna Patra, Plot No- N5/170, I  
 R C Village, Jayadev Vihar, Bhubaneswar, I  
 R C Village S.O, Khordha,  
 Orissa - 751015

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VID : 9165 6866 8466 3535

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*Bijay kumar Patra*