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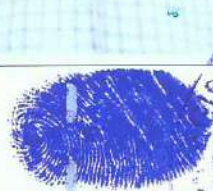
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AD 2000060117
 15/05/18
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Ramesh Ch Khuntia

6/5/2018
 15/05/18

15
 Renubala Khuntia

MEMORANDUM OF AGREEMENT

Collaboration agreement for commercial exploitation of the land by construction of multi-storied building comprising independent units/Retail/Villas/Parking having the character of a joint venture scheme.

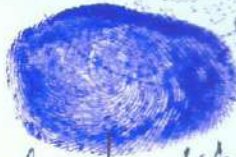
This Memorandum of Agreement is made and executed on this 15th day of May, 2018 (Two Thousand Eighteen).

BETWEEN

- (1) Sri Ramesh Chandra Khuntia, aged about 58 years,
- (2) Sri Kailash Chandra Khuntia, aged about 50 years,
- (3) Sri Rahasa Chandra Khuntia, aged about 48 years,
 Sri Subhas Khuntia @
- (4) Sri Subash Chandra Khuntia, aged about 43 years, SL. No-1, 2, 3 & 4 all are sons of Late. Aparti Khuntia
- (5) Smt Renubala Khuntia,

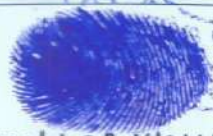
1 Deepak Kh. Khuntia 15/05/18
 2 Purnobinda Khuntia 2 6/5/18 15/05/18
 3 Rahasa Chandra Khuntia 15/05/18
 4 Subhas Khuntia 15/05/18
 5 Renubala Khuntia. 15/05/18
 For Harshprya Constructions Pvt. Ltd.
 Chetan Kumar for a/c
 Director
 15/05/18
 amol Kumar Malhotra
 cenrodand baner

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67106
Rahasa
Chandra
Khuntia

Rahasa Chandra Khuntia



67106
Subhas
Khuntia @
Subhash Ch.
Khuntia

Subhas Khuntia

- 1 Ramen Ch Khuntia
- 2 6 ମାମୁଁର ଝିଅ ମିତ୍ରା
- 3 Rahasa Chandra Khuntia
- 4 Subhas Khuntia
- 5 Remu bala Khuntia
- 6 Deepak Khuntia
- 7 Purnabinda Khuntia

aged about 46 years, W/O- Late. Ullash Chandra Khuntia,
 (6) **Sri Deepak Kumar Khuntia**, aged about 27 years,
 (7) **Smt. Purnabinda Khuntia**, aged about 23 years, Sl. No-,6 & 7
 are Son and daughter of Late. Ullash Chandra Khuntia respectively.
 All are resident of Baramunda, PO- Baramunda Colony, PS-Khandagiri,
 Bhubaneswar, Dist- Khurda herein after called the **LAND OWNERS**
 (Which expression ~~shall unless excluded by or repugnant to the~~
 context, mean and include their heirs, executors, representatives and
 assigns of the party of the **FIRST PART.**

AND

M/s. HARSHPRIYA CONSTRUCTIONS PVT. LTD., a company
 incorporated under the Companies Act., 1956, having its regd. office at
 542, Saheed Nagar, Bhubaneswar, Dist.-Khurda (Odisha), represented
 by its Director, **SRI CHETAN KUMAR TEKARIWAL**, aged about 61 years,
 son of Late Mannalal Tekariwal, by Profession : Business, here in after
 called the Party of the Second Part, which expression unless excluded
 or repugnant to the context shall mean and includes all the directors,
 successors in interest and assign of the party of the **SECOND PART.**

For Harshpriya Constructions Pvt. Ltd.

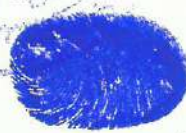
Chetan Kumar Tekariwal ✓

Director

raman kumar mallick
Purnabinda Khuntia



17/06
Renubala
Khuntia



17/06
Deepak Kumar
Khuntia

Renubala Khuntia Deepak Khuntia.

- 1 Baramunda ch Khuntia
- 2 श्रीमती श्री अनांता खुंतिया
- 3 Rakusa Chandra Khuntia
- 4 Suresh Khuntia
- 5 Renubala Khuntia
- 6 Deepak Khuntia
- 7 Purnabinda Khuntia

AND WHEREAS a delineation of the genesis of the title to the land is that the land under Mouza : Bhubaneswar Sahara Unit No.19 Baramunda, as described below appertaining to Hal Khata No-30, Plot No-1148 was originally recorded jointly in the names of Apari Khuntia, S/O- Ananta Khuntia and Sundari Khuntia, W/O- Apari Khuntia as per settlement ROR prepared & published by the Settlement authority in the year 1988. In due course of time, both the recorded tenants died leaving behind five sons and two daughters, who inherited the entire estate of said recorded tenants by way of inheritance. And subsequently on the death of one of their legal heir son namely Ullash Chandra Khuntia, his legal heirs namely Smt. Renubala Khuntia (wife), Sri Deepak Kumar Khuntia (son) and Smt. Purnabinda Khuntia (daughter) inherited the share of said deceased Ullash Chandra Khuntia by way of inheritance. And thereafter, the concerned Tahasildar have issued correction ROR bearing Khata No.813/1718, Plot No-1148 , Kisam- Gharabari in the names of the above-named first party members (excluding first party No.7) vide OLR 8(A) Case No-6882/08.

For Harshipriya Constructions Pvt Ltd.
Chetan Kumar Das

Director

Premod Kumar Mallick
Purnobandha Das



7/106
Purnabinda
Khuntia

Chetan
Kumar
Maitra

Purnabinda Khuntia

Chetan Kumar Maitra

- 1 Ramona Ch Khuntia
- 2 Bilasini Smt. Khuntia
- 3 Rahasa Chandra Khuntia
- 4 Subhas Khuntia
- 5 Remulala Khuntia
- 6 Deepak Pr. Khuntia
- 7 Purnabinda Khuntia

Subsequently, one of the above said co-share holder namely Sri Rahasa Chandra Khuntia (**First Party No.3**), S/O- Late Apari Khuntia filed a compromise petition as a Plaintiff, leaving behind the other co-share holders (**First Party No.1,2,4,5 & 6**) including **First Party No.7** as defendants in the court of Honorable Civil Judge Senior Division, Bhubaneswar bearing Civil Suit No-2841/2016. The honorable Court have accepted the compromise petition and ordered for decree of the suit in terms of compromise petition vide court order dt.04.03.2017. And as per the said compromise petition, decreed by the Hon'ble Court, the above land i.e Plot No-1148, area Ac0.188 decimals was declared as a common property of the party of the First Part, having 1/5th share each, in favour of First Party No.1 to 4 and jointly 1/5th share in favour of First Party No.5 to 7. It is pertinent to mentioned here that two married daughters of the deceased recorded tenant Apari Khuntia and Sundari Khuntia, namely Smt. Bilasini Khuntia @ Sahoo and Smt. Harasa Khuntia @ Sahoo have relinquished their right, title and interest over the above schedule land.

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Maitra
Director

Pramod Kumar Maitra
Purnottapan Barua

AND WHEREAS from the above recitals, it is clear that the flow of title and decreed order of the Hon'ble Court, in respect of the land set out in the above said paragraphs manifests that the Party of the First Part are having every right, title and interest over an area of Ac.0.188 decimals (full Plot). Since then the first party members were/are possessing the schedule property and having every right, title and interest there over and also exercising various acts of ownership over the same.

AND WHEREAS the Party of the First Part as well as the adjacent plot owners have been nourishing a desire to construct and execute multi-storied building over the land comprising independent residential flats in accordance with the composite and comprehensive building plans to be approved and sanctioned by the Plan Sanctioning Authority. But since construction of a high rise building is a complicated job requiring special skills and expertise which is beyond the capabilities of the Party of the First Part, have given an offer to the Party of the Second Part who are actively engaged in the field of real estate and having successfully constructed and executed several multi-storied/high rise buildings for construction of such multistoried buildings by amalgamating/merging their plot with adjoining plots, if necessary. The Party of the Second Part has accepted the offer and agreed to construct and execute the proposed multi-storied building at their own cost in accordance with the composite building plans to be approved and sanctioned by B.D.A/BMC. Pursuant to this, several terms and conditions have been mutually agreed upon by and between the parties. To avoid future complications that may arise, the parties agreed to reduce such terms and conditions in writing. **Now this**

indenture witnesses as follows:-

1. The Party of the First Part declares they have an absolute and indefeasible rights, title and interest in respect of the land in question as set out in the schedule and they are competent to deal with the land without any restrictions what so ever. They further states that they have the absolute authority and competency to confer and vest rights upon the Party of the

1. Ramesh ch khuntia
2. [Signature]
3. Rakesh Chondar Khuntia
4. Durbas khuntia
5. Remulade Khuntia
6. Deepak Khuntia
7. Purnabinda khuntia

For Harshriya Constructions Pvt. Ltd.
Chetan Kumar Tirunavah
Director

Premod Kumar Mallick
Deenabhattarao Narain

- Second Part to undertake development of the land by construction of multi-storied apartment complex/commercial complex over the said land in accordance with the building plans to be sanctioned and approved by B.D.A/BMC. Such building plans shall be prepared by Qualified Architects keeping in view the building norms, guidelines and parameters envisaged in the B.D.A/BMC regulations. The entire cost of preparation of building plans shall be borne by the Party of the Second Part.
2. Both the parties agree that the construction of the building shall be completed in all respects within a time frame after obtaining the sanction and approval of the Bhubaneswar Development Authority/BMC.
 3. The Party of the Second Part or any of its associate or Sister Concern or joint venture Company shall construct the proposed residential multi-storied building strictly in accordance with the building plans to be sanctioned by B.D.A/BMC .The Party of the Second Part assures that the building shall be constructed in accordance with the approved plans and maintain the quality of construction as well as structural stability.
 4. **Definitions**

Unless in these presents there is any thing inconsistent therewith-

- i) **Land shall mean** the land as described in the schedule appended here to and more fully delineated in the attached rough sketch map forming a part of this document.
- ii) **Proposed building/complex** shall mean the multi-storied residential building to be constructed and executed over the said land along with other adjacent /surrounding land.
- iii) **Land owner** shall mean **SRI. RAMESH CHANDRA KHUNTIA & 6 OTHERS** the Party of the First Part mentioned above and includes their legal heirs, successors, legal representatives and assigns.

1 Ramesh Ch Khuntia
 2 *6/11/21 8/11/21*
 3 Ramesh Chandra Khuntia
 4 Duttas Khuntia
 5 Remu leala Khuntia
 6 Deepak Kh. Khuntia
 7 Purnabinda Khuntia
 For Harshpriya Constructions Pvt. Ltd.
 Chetan Kumar Mishra
 Director
 Premod Kumar Mishra
 Purnooltaree Mishra

- iv) **Developers** shall mean **M/s. HARSHPRIYA CONSTRUCTIONS PVT. LTD.**, the Party of the Second Part or any of its associate or Sister Concern of Joint venture Company who will construct and execute the proposed building complex and includes its directors, successors-in-office, administrators and assigns.
- v) **Common facilities** shall mean and include all the common areas earmarked in the building as per the approved plans like passages, corridors, lobbies, staircases, lift, common utility areas, and other common facilities and amenities which may be provided by the developers in the complex.
- vi) **Building plans** shall mean the approved and sanctioned building plans, elevations, designs, specifications as sanctioned and approved by B.D.A/BMC and also includes any revised plans modifying the original approved plan.
- vii) **Parking Space** shall mean the designated areas/units/spaces intended for parking of vehicles.
- viii) **Architect** shall mean the principal architect-cum-project consultant appointed by the Developer for the proposed building complex.
- ix) **Flats/Commercial Units** mean a self contained independent flats/Units /residential/ accommodation only.
- x) **Carpet Area** mean the net useable floor area of an apartment, excluding the area covered by the external wall, areas under the service shafts, exclusive balcony or veranda area and exclusive open terrace area but includes the area covered by the internal walls of the apartment.
- (xi) **Super built up area** shall mean the plinth area of the flat together with proportionate extent of common areas and service areas as may be decided and fixed by the developers the determination of which is final.

1 Ramesh ch khuntia
 2 6th floor 8th floor
 3 Rakesh chandra khuntia
 4 Durbas apureta
 5 Remulala khuntia
 6 Deepak Jay. Khuntia
 7 Purnabinda khuntia
 For Harshpriya Constructions Pvt. Ltd.
 Chetan Kumar for aiaah
 Director
 Premod Kumar Mallick
 Purno Khand Borin



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 3 & 4. SC Fees Paid : A/10)-2040 ,, User Charges-520 Total 2360

Date: 15-05-2018

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar Sub-Registrar KHANDAGIRI between the hours of 10:30 AM and 2:30 PM on the 15-05-2018 by RAMESH CHANDRA KHUNTIA, son/wife of LATE APARTI KHUNTIA, of 47 BARAMUNDA, PO - BARAMUNDA, PS - KHANDAGIRI, SBSR, DIST -KHURDA, by caste General, profession [unclear] and finger prints affixed.



Date: 15-05-2018

Signature of Registering officer

Endorsement under section 58

Photo	Thumb Impression	Signature	Date of Admission of Execution
	 312506715		15-May-2018
			15-May-2018

RAMESH CHANDRA KHUNTIA

KAMALASH CHANDRA KHUNTIA

xii) **PROJECT MEANS** that building and the land appurtenant thereto and all passages the parking space, amenities provide thereto etc at provided in BDA/BMC approved plan.

5. The land owner party of first part prior to execution of this agreement has already placed the land in question at the complete disposal of the developer party of the second part with physical actual vacant possession of the land and irrevocably assign and vest upon the developer party of the second part the unfettered right to amalgamate the land parcel with their existing holding and suitably prepare and submit the building plans to the B.D.A/BMC and obtain the requisite permission, sanction and approvals for development and construction of the proposed building complex, by executing a registered General Power of Attorney on dated 15.05.2018 vide GPA ID No. 1131804309 . Though the construction of the proposed multi-storied building is essentially a joint venture of the land owner and the developer it shall be the primary responsibility of the developers to prepare and submit the building plans before the B.D.A/BMC and all expenses/charges incurred for obtaining approval/sanction of such building plans shall be borne by the developer. The land owner agrees and undertake to extend all cooperation and to sign necessary applications as may be required in connection with such submission of building plans for obtaining approval and sanction from B.D.A/BMC.

6. The developer assures that the building plans shall be prepared strictly in accordance with the Rules, Regulations and bye laws in force. The proposed building shall be of a standard quality construction.

7. The developer further states that the proposed building shall be constructed under their direct supervision and shall comply with all the stipulations made by BDA/BMC and also shall confirm to all the rules and regulations of the local authorities as may be applicable.

1 Ramen ch khuntia
2 671151 88 21 21 21
3 Rakesh Chandra Khuntia
4 Subhas Khuntia
5 Renu Bala Khuntia
6 Deepak Kh. Khuntia
7 Purnabinda Khuntia
For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Torainwal
Director
Promod Kumar Mallik
Puneetkumar Berrin



312506717

RAHASA CHANDRA
KHUNTIA



312506718

Rahasa Chandra
Khuntia

15-May-2018

SUBHAS KHUNTIA
ALIAS SUBASH
CHANDRA KHUNTIA



312506720

Subhas Khuntia
alias Subash Chandra

15-May-2018

RENUBALA KHUNTIA



312506721

Renubala Khuntia

15-May-2018

CHETAN KUMAR
KHUNTIA

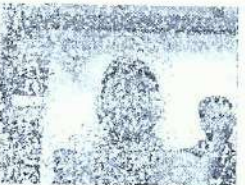


312506722

Chetan Kumar Khuntia

15-May-2018

PURNABINDA
KHUNTIA



312506723

Purnabinda Khuntia

15-May-2018

CHETAN KUMAR
TEKARIWAL



15-May-2018



8.(i) The construction of the project will be completed /finished within a time schedule of 36 months from the date of sanction of the building plan by the Sanctioning Authority , after getting BMC NOC for drainage & sewerage works and go ahead clearance from the appropriate authority. If for any reason, Builder/Developers fails to complete the project in all respect within 36 month, then the completion period shall be extended by another 06 month. If the Builder/Developers unable to complete the project in all respect within 42 months ,he shall pay a reasonable rent on the land owner's share of constructed area/unit in the project for the delay period. The Builder/Developers will prepare a plan and submit the same before the Plan Sanctioning Authority for necessary approval of the same.

- 1 Remesh ch Khuntia
- 2 G.P. Singh B.S. Singh Khuntia
- 3 - Rohasa Chandra Khuntia
- 4 Durbas Apurba
- 5 Rema bala Khuntia

(ii) The developer further states that they will make all efforts to complete the building within 42 months as stated above unless prevented by any reason or circumstances beyond their control like non-availability of labour force, building materials, Court Orders, change in building plans etc. which may affect the completion of the building or any other unforeseen circumstances.

- 6 Deepak K. Khuntia
 - 7 Purnabinda Khuntia
- For Harshprya Constructions Pvt.Ltd.
Chetan Kumar Gargwal
- Director

9. **The party of the first part agrees and covenants with the developer as follows:**

- (a) Not to interfere or obstruct the construction of the proposed residential building over the said land unless the developer violates the essential terms and conditions as agreed upon and stated in their agreement.
- (b) Not to prevent the developer from entering into negotiations with intending purchasers of flats / units for disposing or transferring the developers allocation / entitlement of the total built-up area of the building to be constructed and executed over the said land.

Premod Kumar Mallik
Deenoo Chand Sarin

HARSHPRIYA
CONSTRUCTIONS
PVT LTD



241385941

[Signature]

Identified by **PRAMOD KUMAR MALICK** Son/Wife of **N/A** of **BBSR, DIST - KHURDA** by profession **Advocate**

Name	Photo	Thump Impression	Signature	Date of Admission of Execution
PRAMOD KUMAR MALICK			<i>[Signature]</i>	15-May-2018

4088381

Date: 15-05-2018

[Signature] Signature of Registering officer

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the Sub-Registrar, KHANOAGIRI

Book Number : 1 || Volume Number : 82

Document Number : 11131804100



[Signature] Signature of Registering officer

- (c) Not to enter into any agreement with any third party in respect of the land in Question or any portion thereof and shall ensure that the land is not subjected to any charge or encumbrance.
 - (d) The Party of the First Part hereby confers and vests absolute right and authority upon the developer to commence carry on and complete the construction of the multi-storied building in accordance with the approval / sanction accorded by the Authority.
 - (e) Bear, pay and discharge all outgoings such as rates, cesses, charges and taxes, payable to anybody/ authority/ statutory authority relating to the said Schedule Property till the date of commencing construction work over the schedule land to the developer;
 - (f) The first party shall not do any act, deed, matter or thing whereby or by means whereof the approvals, permissions and sanctions granted by the appropriate authority, for the development of the schedule property is or may be or likely to be cancelled terminated or otherwise made invalid and inoperative;
 - (g) The first party shall do and perform all acts, deeds matters and things as may not be prohibited in law including but not limited to entering into agreements with prospective purchasers of the owner's share in the built-up area.
- 10.** The Party of the First Part shall at the request of the developers undertake to sign and execute further documents, affidavits, applications as may be necessary from time to time for completion of the exercise. The Party of the First Part further undertakes to sign all required sale deeds/construction agreements etc. with the flat purchasers pertaining to the developer share in the project, as and when necessary.

1 Remu ch Khuntia
 2 6/1/21 8/2 2/21
 3 Rohasa chandra Khuntia
 4 Subhas Kpuntea
 5 Remu leala Khuntia
 Director

Premod Kumar Mallick
 Sunil Kumar Basini

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Prasad

11. The land owner further undertakes not to cancel the Power of Attorney which has already been executed an irrevocable Power of Attorney in favour of the Second Party for the purpose of giving effect to implement the various terms and conditions herein contained, more specifically to execute on his/their behalf all sale deeds in favour of the proposed purchasers of the flats/units sponsored by the developers transferring the proportionate impartible undivided share in the land.

1 Ramen Ch Khuntia

2 6/11/15 8/2 8/1/15

3 - Rakasa Chandra Khuntia

4 Subbar Khuntia

5 Remu Bala Khuntia

12. To furnish copies of any document pertaining to the title of the land or to establish that the land is free from any charge or lien before approval of the building plans.

13. The Developer shall be entitled to carry out the development/construction on the Schedule Property either independently or by appointing contractors/sub-contractors or other agencies. The Developer shall alone be responsible for the payment of the cost of construction or labour and other charges payable to such contractors/sub-contractors and the owner shall in no way be responsible for any failure or default of the developer.

6 Deepak K. Khuntia

7 Pragnabinda Khuntia

For Harshitha Constructions Pvt. Ltd.
Amit Kumar Prasad

Director

14. The Party of the First Part further states that the developer, Party of the Second Part shall be entitled to dispose by way of absolute sale or otherwise the entire built-up area to be constructed over the area as per the specifications mentioned in the brochure, in favour of the intending purchasers of the flats/units together with proportionate undivided interest in the land, except 45% of Super built-up area/Carpet area which is the entitlement of the land owner, party of the first part. The calculation, definition and determination of the super built-up area/carpet area shall be calculated and determined by the party of the Second Part or their technical advisors which can not be questioned or challenged by the party of the First Part.

Premod Kumar Mallik

Purnottaro Acharya

15. It is agreed by and between the parties hereto that marketing of the entire area to be developed in the residential/commercial complex is to be done by the project shall be developed, branded and marketed by the developer. The developer shall decide the name of the complex/project/building, after sanction of the plan.

16. That after getting approved plan, the developer will have absolute right and authority to advertise in any mode for sale of unit in the project related to its share and the developer shall be entitled to receive the earnest money and/or advance from the prospective purchaser(s) against booking of unit relating to its share in the project even before commencement of work of construction on the schedule land.

17. That, both the developer and the land owner will have independent ownership and control over their respective shares of the notionally decided built up area/carpet area allocable against his/their portions of the schedule land and will have full authorization to dispose of the same as per his/their own will.

18. That, if any portion of the [schedule-A] land would be acquired by any authority for any purpose, the constructed area falling to the share of the land owner/s and the Developer will be proportionately reduced.

19. **Owner's Warranties**

The Owner hereby declares, warrant and confirm that:

- (i) There are no encroachments or unauthorized constructions on the said schedule property.
- (ii) The title of the owners to the said property is clear and marketable and free from all encumbrances and that there are no covenants and /or restrictions prohibiting or impeding the development of the said property in terms of these presents.
- (iii) He/She/They is/are in exclusive possession of the Schedule Property and no other person or party has any right, title, interest or possession therein;

1 Ramesh ch Khuntia
2 6 7/10/19 8/19 9/19/20
3 Rakesh chandra Khuntia
4 Suresh khuntia
5 Renu leela Khuntia
6 Deepak Pr. Khuntia
7 Purnabinda Khuntia
For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Mishra
Director
Premod Kumar Mallik
Suresh Kumar

- (iv) The said property is free from mortgages, charges, lien, litigation, acquisitions, attachments or other encumbrances and that if at any time hereafter should any such encumbrances arise, the owner undertakes to remove and settle the same at his/her own cost to the satisfaction of the Developer;
- (v) He/She/They has/have not received any notice of acquisition or requisition of the Schedule property or any part thereof from the Government/statutory or any other Authority or court.
- (vi) He/She/They has/have not entered into any agreement for sale (whether verbal or in writing), transfer, ease, mortgage, license or any commitment of any nature in respect of the Schedule property or any part thereof nor has it entered into any agreement for sale of any premises in the proposed structures and buildings.
- (vii) He/She/They shall not hereafter create any third party interest in respect of the schedule property and/or the proposed structures and buildings or any part thereof except with the prior written consent of the Developer.
- (viii) Neither the execution and delivery of this Agreement, nor the performance of the obligations by the Owner hereunder will result in the breach of, or default under any material agreements, to which the Owners are a party which violate or otherwise conflict with any law or any order, decree of any court or governmental instrumentality;
- (ix) There are no tenants/licenses and occupants, authorized or unauthorized, on the Development Land and no other person has any claim in respect thereof, and there are no other structures on the Larger Land including the Development Land save as disclosed herein;

1 Ramen ch khuntia
 2 641111 015 27/11
 3 - Rohasa Chandan Khuntia
 4 Bubaee Khuntia
 5 Remuleala Khuntia

6 Deepank My. Khuntia
 7 Purnabinda khuntia
 For Harshriya Constructions Pvt. Ltd.
 Chetan Kumar Foranwalah
 Director

Remeej Kumar Mallik
 Purno Staro Nami

- (x) There are no proceedings, pending or threatened, against the Owner under the provisions of the Income Tax Act, 1961 or any other tax law in force in India for the time being and that no notice has been received or served on the Owner under Rules 2, 16, 21 and 51 of the Second Schedule to the Income Tax Act, 1961.
- (xi) The Owner confirms that relying on the aforesaid representations, and the Recitals, the Developers have entered into this Agreement and the same shall remain correct and binding on the Owner for the term of this Agreement.
- (xii) The party of the first part hereby also agreed that, if registration required in order to passing clear title in respect of allotted flat which is to be allotted in favour of party of the first part towards her/their share in that case the party of the first part shall bear all taxes and registration expenses including stamp duties and registration fees. Further, the party of the First Part shall pay ongoing charges towards maintenance, society corpus fund and club membership etc. Also, any taxes including GST(Goods and service tax)/levies imposed by the Govt. agencies presently in force or to be applicable in future purporting to this Development Agreement or otherwise shall be borne by the Land owner (Party of first part) on their share of carpet/super built up area.

1 Ramesh Ch Khuntia
 2 6710191 811 811211
 3 - Rahasa Chandra Khuntia
 4 Dinesh Khuntia
 5 Rema Leela Khuntia

6 Deepank Jy. Khuntia.
 7 Purnabindra Khuntia
 For Harshpriya Constructions Pvt. Ltd.
 Chetan Kumar for a/c sh
 Director

Promod Kumar Mallik
 Durvasollano Beener

20 The developers agree and undertake as follows:

- a) The construction of the proposed multi-storied building shall be commenced as soon as possible after obtaining the approval and sanction of the building plans from the B.D.A /BMC as well as clearances from BDA / BMC to go ahead with the construction work.

- b) To complete the construction of the entire building within a period of 42 months from the date of approval of the building plans by the B.D.A/BMC and/or from the date of obtaining necessary clearances from BDA/BMC/or any other Agencies to go ahead with the construction work or within such extended period as may be mutually agreed upon, subject to the force major conditions.
- c) The developers further undertake not to violate the building plans, conditions given in the permission / approval / sanction letter or any rule, regulations framed by the appropriate authority in respect of the construction of the said building complex.
- d) It is agreed upon that any labour force / workman / technician engaged in the construction of the proposed multi-storied building by the developers shall be treated and deemed to be the employees of the developers. It is explicitly made clear that under no circumstances the land owner shall be treated or construed to be the employers of the aforesaid labourers / workmen / technicians to be engaged by the developers for construction of the proposed 'multi-storied building complex. Consequently, the land owner shall not be liable to pay any compensation to any such workmen, labourer or technician that may be engaged by the developer for construction of the complex. The developers shall be liable in respect of any dispute which may arise under the labour laws or under workmen compensation Act and if the Authority or the tribunal award, if any, shall be the liability of the developers to pay such compensation or the amount quantified in the Award/Order. The developers undertake to indemnify by the land owner from any such liability.

1 Ramesh Ch Khuntia

6 Deepak In. Khuntia

2 6/11/21

2 Purnabendra Khuntia

For Harshanya Constructions Pvt Ltd.
Chetan Kumar Baruah

3 - Rakasa Chandra Khuntia

4 Subhas Khuntia

Director

5 Remulala Khuntia

Premod Kumar Mollie

Purno Lalal Behera

- e) The party of the second part hereby also undertakes that after approval of building plan the developer shall issue allotment letter to the part of first part immediately advising him/them towards his/their allotted flat.
- f) To obtain approval above 2 FAR from the plan sanctioning authority like BDA, BMC , some additional cost has to be deposited for the purchase of additional FAR i.e above 2 FAR from BDA/BMC , such cost will be borne by the party of the First part (Land Owner).

1 Ramesh ch khuntia
 2 6910151 888 8921211
 3 - Rakasa chandra khuntia
 4 Bhubas khuntia
 5 Remu laala khuntia

21. SPECIFICATION FOR CONSTRUCTION OF RESIDENTIAL COMMERCIAL COMPLEX.

- A. The Developers/Builders shall provide the following amenities in the said building.
 - a) The said building shall be RCC frame structure with bricks and other standard building materials with all modern facilities.
 - b) Good Indian made Steel/Aluminum windows will be provided.
 - c) Flush type doors to main entrance and commercial type doors to lavatory blocks will be provided.
 - d) The stair case will be Kota to be minimum 8' wide each rise.
 - e) Concealed electrical wiring will be provided throughout the building.
 - f) Water supply by deep tube well and overhead tank.
 - g) All such facilities and amenities which may be decided by the Developer/Builders from time to time will be provided.
 - h) Provision for parking space.
 - i) The Developer/Builders shall construct the building in consonance with the specified standard and shall be responsible for any damage caused due to faulty workmanship and/or substandard materials used.

6 Deepak K. Khuntia
 7 Purnabindra khuntia
 For Harshpriya Constructions. Pvt. Ltd.
 Chetan Kumar Prasad
 Director

Ramesh Kumar Yadav
 Sunil Kumar Behera

B. The main approach road along with the roads/drive ways/passages/pavements which will be provided inside the complex as per the approved plan by Plan Sanctioning Authority shall be used by the party of the 2nd part for construction of buildings over the adjoining plots which shall come up in future. The party of the first part as well as the prospective purchaser of the flats/units shall have the rights to use such roads/pavements/driveways etc provided in the complex. Such right of user of passages etc is a qualified and restricted right and not an exclusive right. It is explicitly made clear that the party of the second part shall have absolute right to use and enjoy such main approach roads/pavements/passages/driveways for effectually carrying out construction work over the nearby plots which shall come up in future. As a result the prospective purchasers of the flats in future projects can exercise their easementary rights of passage in respect of the roads/passages/driveways etc without any obstruction or interference by the party of the first part or the members of the society to be formed by the purchasers of flats in the project in question. The party of the first part or the association of the flat owners shall have no right to make any obstruction over the area earmarked as passages etc or cause any encroachment over any portion of roads/passages etc.

22. Allocation of built-up space/constructed space:

a) The party of the 1st Part (Land owner) will be allocated 45% of relevant Super built up area/carpet area (proportionately in each floor relevant to the land area of the party of the first part, basing on his/her/their extent of land contributed in the project with respect to the total extent of project land and total approved built-up area) as the compensation of the land area of the party of the

1 Remesa Ch Khuntia
 2 67151 88 of 2011
 3 - Rahasa Chandra Khuntia
 4 Bunas Khuntia
 5 Remulada Khuntia

6 Deepanshu Khuntia
 7 Purnabinda Khuntia
 For Harshpriya Constructions Pvt. Ltd.
 Chetan Kumar Rawal
 Director

Premod Kumar Mallick
 Purno Chand Bera

first part. This shall stand as the full & final settlement & entitlement of the Land Owner against his/her/their land of **Ac.0.188** decimals and the Land Owner i.e. party of the 1st Part shall not be entitled to any other kind of settlement and the balance of the relevant super built up area/carpet area in the said project complex together with parking spaces fall to the share & entitlement of the part of the 2nd Part/Developer, who shall always be free to deal with in any manner it so like including that of sale, pledge, Lease, Rent out etc.

- 1 Ramesh ch khuntia
- 2 C. P. Singh
- 3 Rohasa Chandra Khuntia
- 4 Subhas khuntia
- 5 Remu laala Khuntia

b) If in case the super built-up area/carpet area entitlement of the party of the First Part is more than the super built-up area/carpet area of one full/complete flat/unit (either chosen by the party of the First Part or offered by the party of the Second Part) in the complex, then the Land Owners party of the First Part shall compensate the Developer party of the Second Part for that difference super built-up area/carpet area. Such compensation shall be by way of payment of cash basing on the then selling price per square feet of that project/complex. This same modalities will be applicable vice-versa. It shall however be open to the parties to arrive at any other mode of payment of compensation as may be mutually agreed upon.

- 6 Deepak W. Punthia
 - 7 Purnabinda Khuntia
- For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Prakash
Director

23. Residuary terms:-

(a) If any provisions of this Agreement is invalid or unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provisions and such provisions shall be inoperative and shall not be part of the consideration moving from either party to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein.

Premod Kumar Mollan
Purno Kano Beerin

- (b) It is hereby expressly agreed and declared that the relation of both the parties do not create any partnership or joint venture or association or persons between the parties hereto; Each of the parties hereto has undertaken obligations and has rights specified herein.
- (c) It is agreed by both the parties that all applicable taxes including GST of each others share of built up/super built up space/area shall be borne and paid by each of the parties respectively.
- (d) Installation of transformer and substation will be done by the developer at his own cost for the entire complex. Proportionate expenditure for installation of transformer and substation along with availing individual power supply from substation to the units of the land owner will be paid by the land owner or theirs prospective purchasers.
- (e) It is agreed that incase the party of the first part chooses any of the flat(s) which would be carrying any extra charge like (Preferred location charge) and/or any other extra charge then such charge shall be paid by the party of the first part extra to the party of the second part in addition to her/their getting the land owner's entitlement of share as applicable. Also extra charges like club membership , society corpus fund and maintenance charges etc. shall be paid by the party of the first part additionally to the party of the second part.
- (f) The obligation of the Parties shall be deemed suspended and there shall be no liability for damages so long as and to the extent that the performance of this Agreement by any Party is prevented, hindered, delayed or otherwise rendered impracticable as a result of Acts of God, war, riot, insurrection, labour disputes, strikes, fires, embargoes or other governmental restrictions or for any other reason not within the reasonable control of the

- 1 Remu ka Khuntia
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- 3 Rahasa Chandra Khuntia
- 4 Bussas Khuntia
- 5 Remu kaada Khuntia

- 6 Deepak K. Khuntia
- 7 Purnabinda Khuntia

For Harshpriya Constructions Pvt. Ltd.
 Chetan Kumar Prakash

Director

Premod Kumar Mallik
 Purno Bhaup Neevi

Party so affected (any such event, circumstance or condition being "Force Majeure Event"). The Party so affected by a Force Majeure Event shall be excused from its performance of this Agreement for so long as such event shall continue to prevent, hinder or delay such performance.

- g) The name of the project shall be as selected by the Developer.
- h) All disputes and differences of the parties hereto touching the terms of this agreement and its consequential effect and/or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to an arbitrator selected by both the first and second party, who shall resolve the dispute in accordance with the provision of the Arbitration and Conciliation Act 1996. All matters/disputes concerning these presents and the development of the said property shall be subject to the jurisdiction of courts at Bhubaneswar only.
- i) The Builder/Developers will construct pump rooms, overhead water tanks and to fit TV antenna or wireless system and elevators/Lifts in or over the said building at their own cost.
- j) The Builder/Developers may mortgage commercial/residential built up space together with proportionate impartible undivided interest in the land in the project before any bank or financial institution to avail finance except 45% of land owner's share.
- k) The Developer/Builder may offer on lease/rent built up spaces in the project except 45 % carpet/super built of area including the proportionate undivided interest in the said land allotted towards land owner's share.

- 1 Remendra Ch Khuntia
- 2 691111 825 872211
- 3 -Rahasa chandra khuntia
- 4 Subhas khuntia
- 5 Remu leala Khuntia

b Deepak Kh. Khuntia.
7 Purnabendra khuntia
For Harshniya Constructions Pvt. Ltd.
Chetan Kumar Patra
Director

Pranod Kumar Mellie
Deenmatano Bawii

- l) The benefits and obligations of this Agreement shall not be directly or indirectly assigned or dealt with by the Owner to anyone else without the prior consent in writing of the Developer. The Developer can assign its rights and obligations hereunder to its nominee.
- m) The second party has already been in possession over the schedule land by virtue of registered GPA executed by the first party/land owner in favour of the second party vide GPA ID No. 1131804309 dated 15.05.2018 hence no further delivery of possession is required by first party entered into this agreement with the second party/developer.
- n) The land owners are vesting a portion of project land and possessing the other portions with them. They are interested to access directly to the construction space/unit to be allotted to them over the project land in future through a small gate/entrance from the western side of the project compound wall. It is mutually agreed by both the parties to co-operate each other for provision of such facility to the land owners.
- o) The Party of 1st part land owner shall delivered all the original documents in support of the project land to the party of the 2nd part developer on the day of execution of this agreement.
- p) All letters, notices shall be issued to the parties and dispatched under registered post with A/D to the address furnished in this agreement will be sufficient proof of dispatch of the same to the other party.
- q) All accounts between the parties shall be settled at the office of the developer at 542, Saheed Nagar, Bhubaneswar, Dist.-Khurda (Odisha).

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3 - Rohasa Chandra Khuntia
4 Subhas Khuntia
5 Remu leala Khuntia

6 Deepak Kh. Khuntia.
7 Purnabinda Khuntia
For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Prasad
Director

Pramod Kumar Mishra
Purno Bano Gauri

SCHEDULE OF LAND

Dist.-Khurda, Tahasil : Bhubaneswar, under the Jurisdiction of Sub Registrar Khandagiri, Mouza- **BARAMUNDA**, Khata No-**813/1718** and Plot No-**1148** consisting an area of **Ac.0.188** dec (full Plot) Kisam-Gharabari, marked in red colour sketch map attached herewith.

Bounded by

- North** : Plot No-1147 & 2198
- South** : Plot No-1132 & 1131
- East** : Plot No-1149 & 1151
- West** : Plot No-1137

IN WITNESS WHEREOF, the parties above named signed this on the date, month and year first above mentioned.

WITNESSES :

- 1. Pramod Kumar Mallick
Adv BSR
- 2. Purusottam Saini
at House No. 001,
Gouri Garden
Phase-2, Old Town,
BPM-2.
- 3. Ramakrishna Khuntia 15/05/18
- 4. Gopinath Biswal 15/05/18
- 5. Raksha Chandan Khuntia 15/05/18
- 6. Subhas Khuntia 15/05/18
- 7. Remu Leala Khuntia 15/05/18
- 8. Deepak Kh. Khuntia 15/05/18
- 9. Parvabinda Khuntia 15/05/18

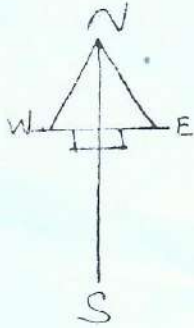
Signature of First party

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Tripathi
Director 15/05/18

Signature of Second party

Drafted & prepared by
15.5.18



MZ - BHUBANESHWAR TOWN UNIT NO. 19
 ~ BARAMUNDA ~
 P.S. - NEWCAPITAL NO. 37
 TAHSIL - BHUBANESHWAR NO. 234
 DIST - KHURDA (PURI)
 SCALE - 6" = 1 MILE
 YEAR - 1988-89

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Prasad
 Director



number on Khurda.
 15/08/89 B.B. B.B.
 Hasee Chandra Khuntia
 Hasee Khuntia
 Murala Khuntia
 Pankaj Khuntia
 Nabinda Khuntia