

(ORIGINAL)

Vol D Sl No 2011 Date 16 DEC 2019



Jagyneshwar Acharya
 Notary, Govt. of India
 Odisha, BBSR, Dist. Khurda
 Regd. No: 115/2009
 Mob: 9881006174

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KHUSHI REALCON PVT. LTD.
 Jagdeep Thakur
 Director

LT 19 Aditya Patra
 Sri S.K. Patra Adv. BBSR

LT 19 Jagdeep Thakur
 Sri Santosh Kr. Nank Adv. BBSR

AGREEMENT

THIS DEED OF AGREEMENT MADE on this 16th Day of December' 2019 at Bhubaneswar

BETWEEN

Sri Aditya Patra (PAN NO – ALOPP3785E, AADHAAR No. – 233430630172) aged about 34 years S/o Sri Padma Charan Patra, by Caste- Kumuti and by Profession– Business, Resident of A-97, Saheed Nagar, P.S.-Saheed Nagar, Bhubaneswar, PIN – 751007 Dist-Khurda, Odisha(hereinafter referred to as the "LANDOWNER" which expression unless excluded by or repugnant to the subject



Santosh Kr Nank
 Sebanam Choudhury

भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

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Odisha, BBSR, Dist-Khurda
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Pradeep Thacker
Director

or context shall include his legal heirs, successors, representatives and other assigns) of the FIRST PART.

AND

M/S KHUSHI REALCON PRIVATE LTD. a private limited company(CIN-U45201OR2012PTC015524) having its registered office at S-2/A-42,43,44Mancheswar Industrial Estate, Bhubaneswar, PIN – 751010, P.S. Mancheswar, Dist.Khurda(Odisha) represented by its director (by virtue of a resolution dated 06.12.2019) SRI PRADEEP THACKER(DIN-01886198, PAN NO. – AAKPT7887L, AADHAR NO. 644810156080) aged about 54 years, Residing at Plot No.9/C, Jaydurga Nagar, Bomikhal, Bhubaneswar-751006, S/o Late Mani Lal Thacker, By Caste-Bania, by profession – Business, (hereinafter referred to as the "Builder/Developer" which expression unless excluded by or repugnant to the subject or context shall include its Directors, successors in business, executors, administrators, representatives and other assignees) of the OTHER PART.

Adhy. lach

Santosh kr Rath

Sebanam choudhury



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Whereas the property mentioned in the scheduled below Dist: Khurda, Tahasil – Bhubaneswar P.S.-Laxmisagar, Mouza – Gobindaprasad(Bhubaneswar Sahar Unit No. 32) under the Jurisdiction of District Sub Registrar Khurda at Bhubaneswar, Khata No. 1057/2559(One Thousand and Fifty Seven Over Two Thousand Five hundred and Fifty Nine), Plot No – 622(Six Hundred and Twenty Two) area Ac 0.322 decimals (Three Hundred and Twenty Two Decimals) total One Khata One Plot area Ac 0.322 decimals (Three Hundred and Twenty Two Decimals) Kisam – Gharabari.

AND whereas the "Builder/Developer" having wide experience and expertise in building/developing such commercial complex in Bhubaneswar city and elsewhere, negotiated with the land owner to promote and develop a Commercial Complex on the scheduled land entirely at the cost of the Builder/developer subject to the terms and conditions set forth hereinafter in this covenant.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Builder/ Developer shall construct a Commercial complex building on the scheduled plots with basement and /or stilt floor parking space as per approval by Bhubaneswar Development Authority/ appropriate authority norms.
2. The Landowner/1st Party member hereby hands over/ delivers peaceful vacant possession of schedule property to 2nd party/builder and the Builder hereby acknowledges taking over of possession of the land.
3. As a first step the Builder/Developer shall take up all the necessary and immediate steps to apply and obtain all necessary plan approval as required from BHUBANESWAR DEVELOPMENT AUTHORITY.



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Deepak Thakur
Director

Sanjay Kumar Rath
Sebanam Choudhury

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BHUBANESWAR MUNICIPAL CORPORATION, National Highways Authority of India(NHAI), Odisha Real Estate Regulatory Authority, Public Health Department, Fire Brigade, Electricity Board, Environment and Pollution control, Airport Authority of India, Archaeological survey of India and other appropriate authorities for plan approval of the Commercial building on the scheduled plots as mentioned below and the Builder/Developer shall bear all cost, expenses, charges, fees etc for obtaining all such necessary approvals.

4. The construction of the proposed commercial building will be completed/finished in a phased manner within 30(**Thirty**) calendar months from the date of Registration with ORERA.
5. The Builder/Developer shall construct the building according to the plan and permission and shall not construct any illegal or unauthorized/defective units resulting in any unprecedented event and if they do so, it would be entirely at their cost and risk and the Land Owner shall not be liable, responsible/ accountable for any consequence thereof occurring from such illegal Act.
6. Any liability(financial, technical, civil or criminal) or otherwise arising from violation, deviation, non-compliance, non-adherence or non-performance of any statutory(central or state) Act, Rules, Provisions, Sanctions, Permissions, Approvals etc shall entirely be the liability, responsibility, accountability of the Builder and the Land Owner shall not be held liable, responsible, accountable in any manner whatsoever even for the Land Owner's share.

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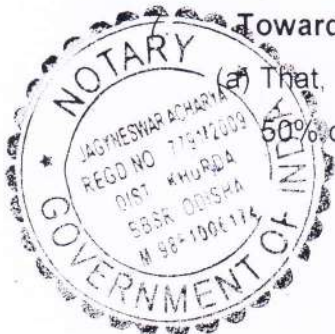
Signature of Director
Director

Aditya Patra

Towards Consideration

That, the Builder/Developer hereby agrees to give to the Land Owner 60% of saleable area calculated on the basis of super built up area.

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Signature of Santosh Kr Dalk
Signature of Subaram Choudhury

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Road No-779112003
Mob: 9861000074

(b) That, the land owner will be allotted his 50% share in all floors and all sides proportionately.

8. The Builder shall provide all modern facilities, amenities like more than adequate power load, exclusive noiseless/silent generator, exclusive transformer, CCTV, Sewerage Treatment Plant, Rain Water Harvesting, Solar Power, proper ventilation of air and light in the commercial complex.
9. The Builder/Developer shall not use or misuse the property in the schedule below for any other purpose other than the purpose as mentioned in the agreement for any illegal, unlawful, unlicensed, activity by the Builder for which the Land owner may have to incur cost towards demolition of any illegal structure and cost of litigation etc.
10. The Builder/Developer shall furnish the occupancy certificate from Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation as soon as the commercial complex building is completed in all aspects without any delay so that the building can be sold or let out on lease/rent.
11. The Builder shall do the necessary soil test etc and do all that is necessary and ensure no water seepage or water logging and submit the plan approval to the BHUBANESWAR DEVELOPMENT AUTHORITY/ BHUBANESWAR MUNICIPAL CORPORATION keeping the above important points in mind.
12. The essence of this agreement is to maximize the returns / gains of the land owner and the builder from the project. As per existing norms, commercial building of upto 3 FAR can be constructed on the scheduled plot subject to restrictions of parking, set-back etc. Further, the second party has shared with the First Party probable designs which show that

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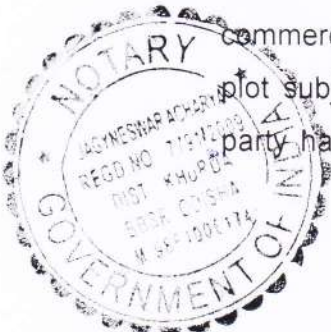
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Pradise Thakur
Director

Aditya Pat-

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Sebanam Choudhury



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Regd No-775/2009
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possible commercial building upto 2.90 FAR can be constructed on the scheduled plot subject to restrictions of parking, set-back etc. The builder / developer hereby assure the Land Owner that all efforts will be made to have a design which achieves FAR of 2.90 at least. In all cases, the design should be such that no further achievable FAR is missed at all. Also, the land owner has to concur and be satisfied with the plan so made for, submission. In this connection, the land owner will be free to get the design checked by any architect of his choice to ensure that maximum possible achievable FAR of upto 3 is indeed achieved on the proposed building plan.

13. The Builder/Developer shall consult the land owner by taking him into confidence and shall always keep him well informed with regard to the name of the building, design, plan layout in the construction/development of the said commercial complex. The Land Owner to sign the Proposed Building Drawings before submission for approval to BDA / BMC
14. The Builder/Developer hereby undertakes that the Lands in the schedule below shall not be divided, bifurcated, split or fractionalized while preparing the plan layout and design of the commercial complex.
15. That the Builder/Developer shall arrange the necessary funds for construction/development of the said commercial complex from their own sources/resources and shall not mortgage, assign or create any charge on the scheduled land of the Land Owner and at no point of time request the Land Owner for any type of consent, confirmation, undertaking or signature to avail funds/finance from any Bank, NBFC or any other govt. or private institution /organization / undertaking for the same and the land owner shall in no way whatsoever be responsible / liable for the same nor be party to any such project finance. However customers/intending buyers of area from the 50% share of the Builder/Developer may avail finance

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Deepak Thakur
Director

Aditya Pathy

Santosh K. Nath

Saranam Choudhury



Jyotishwar Acharya
Secretary, Govt. Of India
Odisha, Bhubaneswar, Odisha-Khurda
Recd. No. 101/2009
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from Banks without creating any charge on the land Owner's share of 50% for which the land owner shall have no objection.

16. That it is the duty and responsibility of the Builder/Developer to procure purchaser for his share of 50% and the Builder/Developer shall be free to procure them and execute similar agreements with them from time to time for his share of 50% without keeping any deceitful intention in mind and without adversely affecting the interest of the land owner.

17. It is hereby agreed that after getting approval of plan from BHUBANESWAR DEVELOPMENT AUTHORITY / BHUBANESWAR MUNICIPAL CORPORATION, the Builder/Developer shall execute at his cost a notarised allotment agreement between the builder and the land owner. Such notarised allotment agreement, a copy of which shall be furnished to Odisha Real Estate Regulatory Authority, shall clearly specify the area allotted to each of the parties as well as clearly specify the sq ft allotted in each floor to the land owner. No sales will be done by the builder before such registered allotment agreement is executed. Further, the builder shall not make any deal whatsoever regarding the area allotted and parking allotted to the land owner.

18. It is further agreed that the Builder/Developer shall have no objection to the Ownership of that 50% of the approved BHUBANESWAR DEVELOPMENT AUTHORITY/ BHUBANESWAR MUNICIPAL CORPORATION plan/ super built-up area of the commercial building irrespective of FAR which is allotted to the Land Owner. If the Land Owner intends to sell that 50% of the commercial building area earmarked together with proportionate land area, parking, etc. then the Land Owner can do so at his free will and choice, not depending on the Builder.

KHUSHI REALCON PVT. LTD.
Pradip Thakur
Director

Ashy Pater

Santosh Kr Nath
Sibanam Choudhury

It is further agreed that the Builder/developer will be at liberty to dispose of by sale 50% of the Builder/ Developer share of Commercial Building Area



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to which the Land Owner shall have no objection for such sale and Developer shall appropriate full amount of the consideration money paid by the intending purchaser towards the expenditure incurred by the Builder/Developer for this purpose and the owner shall execute an irrevocable power of attorney in favour of the Developer authorizing to sell his (2nd Party's) share of the land and Commercial Building Area so constructed there on.

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[Handwritten signature]
Director

20. It has been further agreed by and between the parties herein as follows:

- (i) The Land Owner or any person claiming under him/ her shall not interfere with the quiet and peaceful possession and construction of said premises by the Builder/Developer.
- (ii) In case the builder is prevented to take up the proposed development by any existing law/regulation or by any regulation or law or government order in future or is stopped to take up the work by any government agency whatsoever in such case the party of the first/land owner hereby agrees to refund any and all sums of money whatsoever account received from the second party/builder for this proposed development. However, the owner will be responsible for the deposit or any other sums of money received by him from the developer/ builder and not in manner be responsible for other costs incurred by the builder.
- (iii) The Builder/Developer by virtue of the Irrevocable Power of Attorney shall receive consideration from prospective buyers and execute Regd. sale deed in respect of the constructed super built-up area, sign the map or plan and other papers that may be required and shall also sign all other papers and documents as may be required or be necessary for the purpose of getting the said sanction/approval and also for obtaining all necessary approvals.



[Handwritten signature]

Santosh Kumar Nelli

Sivanam Choudhury

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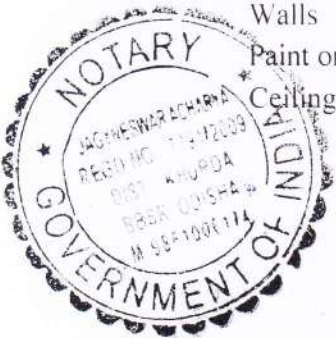
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- (iv) That the Owner shall also authorize the Builder/Developer by the said proposed irrevocable power of Attorney to do all other acts, deed, and things at the instance of the Builder/Developer, whenever necessary to obtain approval permission or sanction of any public or statutory body, as may be required for the construction of the proposed commercial building.
- (v) It has been agreed by the Builder/Developer that the builder would complete construction of the Commercial Complex as per the approved plan within 30 **months** from the date of Registration with ORERA unless prevented by reasons beyond the control of the developer viz. Earth Quake, Civil commotions and litigations.
- (vi) The proposed building will have the following minimum specifications:

FOUNDATION & UPPER STRUCTURE: Reinforced Cement Concrete meeting Earth quack resistant norms: STEEL of grade Fe 500 – such as to meet the structural engineers design as well as meet the earthquake norms. Make: Preferable JINDAL, SEL or similar Cement: Preferable OCL brand or similar.

- Flooring : Granite or Composite Marble or Vitrified Tiles
- Walls : Birla White Putty & Oil Based Distemper Berger or equivalent
- Ceiling : Berger or equivalent Oil Bound Distemper
- Railing : SS Railing
- Misc : 100 mm High Skirting
- Power : Solar power as per BDA / BMC specification for common lighting, General/ Regular Connection too/ needed in case of bad weather.
- Fire Compliant: As required per Odisha Fire Rules

- Walls : Birla White Putty & Double coat Rangoli Emersion Plastic Paint or equivalent
- Ceiling : White Wash Berger or equivalent



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Ajayeshwar
Director

Ashish Patra

Santosh Kr Nayak
Sibanam Choudhury

Jagyneshwar Acharya
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Regd. No.-7791/2018
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- Misc : Rolling Shutter cover box & provision for Signage Box with electrical point
- Electric : 3KVA load. Legrand Switches and MCB Box
- Power Backup: Power Back-up for each shop.300 Watt Approx
- Water : 1 inlet and outlet point
- Flooring : Double charged Vitrified Tiles.
- Fire Compliant: As required per Odisha Fire Rules
- Sanitary fittings: Jaguar or Similar Brand
- Doors and Windows:

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Deepak Thakur
Director

- Lift : Lifts of OTIS or Scheineider or equivalent make
- Flooring : Combination of granite Band & OBD
- Walls : Birla White Putty & Oil Based Distemper Berger or equivalent
- Ceiling : Oil Based Distemper Berger or equivalent
- Fire Compliant: As required per Odisha Fire Rule

- Flooring : Granite
- Railing : SS Railing
- Fire Compliant: As required per Odisha Fire Rule

- Landscaping, Tubewell, STP
- Basement : VDF Flooring
- Advertisement: Signage Tower and Advertisement Space
- Walls : Combination of Weather proof paint, ACP & Glass Work on 2 side
- Fire Compliant: As required per Odisha Fire Rule
- Floor : Combination of Grass pavers & Heavy Duty paver Blocks at Parking Area. Lighting Poles, Boundary MS / SS Grill, Interlocking pavers/Cement Concrete Tiles for Foot path

(vii) The Land Owner and the Builder shall bear, in proportion to their share of **50% and 50%** respectively, all taxes payable like Income Tax, Capital

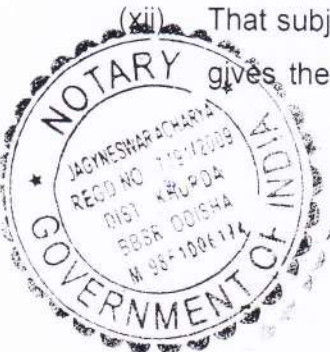


Santosh Kumar Nelli
Ajay Kumar
Sivanam Choudhury

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Gains Tax, and GST and or any other tax as levied by any statutory authority or the government.

- (viii) The Land Owner as well as the Builder/ Developer shall be bound and hereby undertake to abide by the then prevalent GST Act at the time of handing over/ delivery of possession of the Land Owner share by the Builder to the Land Owner and in case it is found to be absolutely/ abundantly clear that GST shall be payable by the Land Owner on his share of **50%** then the said GST amount shall be payable by the Land Owner.
- (ix) The cost of any FAR/TDR above Base FAR of 2.0 purchased from the concerned authority upto 3.0 FAR as per the approved plan by BHUBANESWAR DEVELOPMENT AUTHORITY/ BMC shall be paid by the builder/ developer.
- (x) The Land Owner shall be in no way whatsoever responsible for construction of the commercial building over the schedule land in any manner whatsoever including accident, partial/total disability or death of any person during and after construction of the building and any liability or compensation payable for such incident / occurrence shall be entirely paid / borne by the builder/developer.
- (xi) The Land Owner shall hand over the original title deed, all other relevant documents to the Builder/Developer at the time of execution of this agreement and the Builder/ Developer shall give an acknowledgement of all the documents received.
- (xii) That subject to the provision of these presents, the Land Owner hereby gives the Builder/Developer exclusive right to construct the commercial



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Director

Santosh Kr Nali
Sivanam Chowdhury

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complex on the land mentioned in the schedule and as per the approved plan of BHUBANESWAR DEVELOPMENT AUTHORITY/ BMC

- (xiii) That notwithstanding any clause, the Builder/Developer shall not modify the plan of construction of the commercial building, until and unless, it is duly approved by the BHUBANESWAR DEVELOPMENT AUTHORITY / BMC.
- (xiv) That the Builder/Developer shall always remain liable to bear all costs, expenses and for durability of the Building so constructed by the Builder/Developer according to plan as mentioned above or modified plan which ever may be applicable if the question at all arises in future.

21. The Land Owner has further agreed as follows:

- (i) Not to sell, transfer or mortgage or change or encumber or alienate the said premises or any part thereof except the portion allocated to him in this agreement.
- (ii) Not to enter into any agreement for development in respect of the said property with anybody else, during the agreed period or in other words when this agreement is in force i.e. up to the period of 30 (Thirty) months from the date of Registration with ORERA.
- (iii) Not to do any act, deed or things whereby the Builder/developers may be prevented from selling, assigning and/or disposing of any of the Builder/Developer's allocated share in the proposed Commercial Complex on the said premises.

That, the Land Owner of the First Part or his prospective purchaser, on completion of the Commercial Complex in all respect, will bear the



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Rudra Pratap Thakur
Director

Aditya Patra
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proportionate cost of common part of the maintenance expenses like electricity and water charges, sweeper's salary, watchman's salary and other common expenses, which will be decided by all the shops/offices Owners/ Society.

- (v) That, Deposit towards society formation, corpus funds, maintenance and also electric meter/consumer deposits, power line deposits will be paid by the builder/second party to the extent of their share of **50%** and the first party to the extent of his share of **50%** against proper/ valid receipts.

21. (i) That it is further agreed by and between the parties that in case of acquisition of the said buildings or any part thereof by any public authority, the compensation receivable by the Land Owner or the Builder/Developer or the purchaser as the case may be shall be apportioned among them (between the owner and the builder), subject to condition, if the super built up area as planned is completed and divided between themselves as per agreed proportion. However if any acquisition of the land takes place then the entire compensation shall go to the Land Owner's account.

- (ii) That it is further agreed that with the execution of these presents and for the purpose of giving effect to this agreement, the Owner will execute and register an Irrevocable Power of Attorney in favour of the Builder/Developer authorizing them to construct the proposed commercial complex and to store materials and to construct shed for the labours and to submit plans, with the concerned authorities, and to do other things which are necessary for construction of the proposed commercial complex. The Irrevocable power of attorney to be executed by land owner in favour of the developer will authorize the developer to enter into agreement or arrangement with prospective buyers for sale of their share of **50%** and also to receive consideration due on them on the

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Director

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Santosh Kr Nath

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share of area allotted to the builder / developer or the 2nd party and also to admit execution of Sale Deed before appropriate registering authority.

- (iii) The entire cost of registration of the Power of Attorney shall be borne by the Builder/ Developer.
- (iv) That the Land Owner shall at the request of the Developer, execute such other documents, papers memorandum and deeds in furtherance of these presents which the Builder/Developer may require from the Land Owner for smooth and expeditious construction of the proposed commercial complex, except deed of mortgage. However the entire cost for execution of such other documents shall be borne by the Builder/Developer.
- (v) PROVIDED ALWAYS: that the Builder/Developer shall bear all cost and expenses for all such documents, letter, papers memorandum etc. shall deposit requisite fees and obtain refund of fees and appropriate the same without any way being answerable to the Owner for the same.
- (vi) That the Land Owner / 1st Party member hereby agrees that they shall not do anything in regard to the said premises, whereby the right of the Builder/Developer to undertake construction of the proposed commercial complex and to dispose of the Builders share is prejudicially effected and/or construction be delayed or disturbed in any manner of what-so-ever nature.
- (vii) That it is clearly understood by and between the Land Owner and the Builder/Developer that the Developer shall be entitled to assign the right of construction at the risk of the Builder/Developer entirely in respect of the proposed building on the said Land to any person the builder may so desire. However the Builder/Developer shall be solely responsible. liable

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Sanjay Thacker
Director

Aditya Patra

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and accountable for the action, conduct of such assignee and the Land Owner shall not be responsible/ accountable/ liable in any manner whatsoever for the same financially or otherwise.

- (viii) The Builder/Developer hereby undertakes that they shall keep the Land Owner indemnified and keep him harmless against all third party claims arising out of any act or omission on the part of the Builder/Developer, their agents, assignee/ assignees, men or labours during the construction of the proposed commercial complex.
- (ix) That at the time of allocation of the Land Owner share (i.e. 50% of super built-up area along with amenities and parking place) the Land Owner will be allocated from all sides, all floor and all type and height proportionately as mutually agreed.
- (x) That it is mutually agreed by and between the parties that the Land Owner and developers will be allotted completed commercial space as per their respective/allotted shares of area and in case any excess area is left beyond the allotted share area, the Land Owner and the developer shall give 1st offer to the other party to buy the remaining area at the then prevailing market price and in case none of the party is interested then the Land Owner and the Developer shall jointly sell the remaining area and share the proceeds in proportion of their respective allotment percentage i.e. 50:50.
- (xi) That in case of any natural calamities such as flood, heavy rain, cyclone, earth quake, etc. or any other unrest, any Government Policy measures, enactment of any law, order of the Court etc. for which any situation arises, so as to make the situation beyond control of the Developer to continue the construction work the time period for completion of the work shall be extended by that time period.

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Sandeep Thakur
Director

Ashy Ratan

Santosh Kumar Nath

Sitaram Choudhury

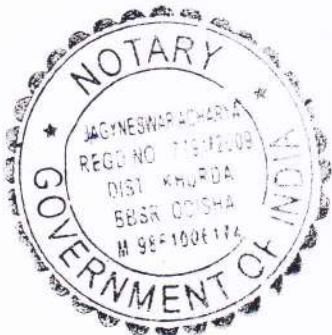


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- (xii) That the time period for completion of the project in all respect. is 30 **(Thirty) months** from the date of Registration with ORERA and shall be extended for such time period in writing as may be mutually decided/agreed by the Owner and the Builder/Developer.
- (xiii) That if in future at any point of time anybody from the side of the **1st Party** raises any dispute by virtue of an order from the competent Court of Law only, causing loss to the **2nd Party**, and then the amount of loss shall be compensated through share of the **1st Party** to the **2nd Party**
- (xiv) That in case of any dispute/violation of any of the terms and conditions mentioned herein both parties shall try to resolve the same amicably by themselves or through an arbitrator failing which the Court at Bhubaneswar alone shall have jurisdiction to adjudicate dispute, suit and proceeding arising out of this agreement.

SCHEDULE OF PROPERTY

Dist: Khurda, Tahasil – Bhubaneswar P.S.- Saheed Nagar, Mouza – Gobindaprasad(Bhubaneswar Sahar Unit No. 32) under the Jurisdiction of District Sub Registrar Khurda at Bhubaneswar, Khata No. 1057/2559(One Thousand and Fifty Seven Over Two Thousand Five hundred and Fifty Nine), Plot No – 622(Six Hundred and Twenty Two) area Ac 0.322 decimals (Three Hundred and Twenty Two Decimals) total area of One Khata One Plot area Ac 0.322 decimals (Three Hundred and Twenty Two Decimals) Kisam – Gharabari.



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Indeev Thakur
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Aditya Patra

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Regd. No-7791/2009
Mob-9961006174

IN WITNESSES WHEREOF, the parties to this agreement have put their seal and signatures, on this 16th day of December 2019 above mentioned in presence of the following witnesses:

WITNESSES

1. Santosh Kr Nath
Advocate,
Bhubaneswar

Aditya Patra

Signature of the First Party
(Owner)

2. Sibaram Choudhury
s/o Bhaskar Choudhury
Bank colony 3rd lane
Berhampur
Cuttack

KHUSHI REALCON PVT. LTD.
Jaaljeep Thakker
Director

Signature of Second Party
(Builder/ Developer)

CERTIFICATE

Certified that the **Deed of Agreement** drafted and prepared by me as per instruction of the Parties of this deed and the contents of the deed is explained to the vendor and who being satisfied about the correctness of the same put their signature and seal in my presence and in presence of the witnesses.

S. Prasad
Advocate, BBSR

Advocate, Bhubaneswar



Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No-7791/2009
Mob-9961006174



ଭାରତ ସରକାର

Unique Identification Authority of India

ଭାରତୀୟ ପଞ୍ଜୀକରଣ ନମ୍ବର: 2017/4610/4630/

To
ଆଦିତ୍ୟ ପାତ୍ର
Aditya Patra
S/O. Padma Charan Patra
Plot No. A - 97
Bhubaneswar
Saheednagar
Khorda Saheednagar
Odisha - 751007
7873811111

Download Date: 23/04/2017
Generation Date: 28/03/2017

Signature Not Verified
Digitally signed by
UNIQUE IDENTIFICATION
AUTHORITY OF INDIA
DN: cn=2017.04.23 11:46:37



ଆପଣଙ୍କ ଆଧାର ସଂଖ୍ୟା / Your Aadhaar No. :

2334 3063 0172
ମୋ ଆଧାର, ମୋ ପରିଚୟ



ଭାରତ ସରକାର

Government of India



ଆଦିତ୍ୟ ପାତ୍ର
Aditya Patra
ଜନ୍ମ ତାରିଖ / DOB: 20/12/1985
ପୁରୁଷ / MALE



2334 3063 0172

ମୋ ଆଧାର, ମୋ ପରିଚୟ



ଭାରତୀୟ ବିଶିଷ୍ଟ ପରିଚୟ ପାଞ୍ଜୀକରଣ

Unique Identification Authority of India

ଠିକଣା:
ପିତା ଡକ୍ଟର ନାମ / ମାତା ଡକ୍ଟର ନାମ:
ପଦ୍ମ ଚରଣ ପାତ୍ର, ପ୍ଲଟ ନଂ. ଏ - 97,
ଭୂବନେଶ୍ୱର, ସହିଦନଗର,
ଖୋର୍ଦ୍ଧା,
ଓଡ଼ିଶା - 751007

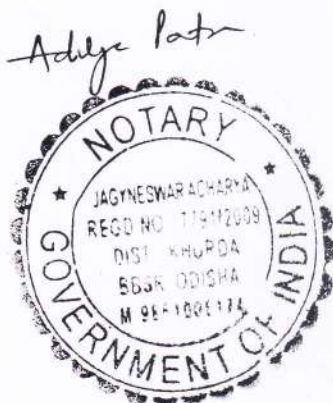
Address:
S/O: Padma Charan Patra, Plot
No. A - 97, Bhubaneswar,
Saheednagar, Khorda,
Odisha - 751007

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help@uidai.gov.in

www.uidai.gov.in



भारत सरकार
LIQUOR TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ADITYA PATRA
PADMA CHARAN PATRA
20/12/1985
Permanent Account Number
ALOPP3785E

Aditya Patra
Signature

Aditya Patra

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KHUSHI REALCON PRIVATE LIMITED

15/06/2012

Permanent Account Number

AAECKR285G

06062013

KHUSHI REALCON PVT. LTD
Jaideep Thacker
Director

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAKPT7887L



नाम /NAME

PRADEEP KUMAR THACKER

पिता का नाम /FATHER'S NAME

MANILAL THACKER

जन्म तिथि /DATE OF BIRTH

26-09-1965

हस्ताक्षर /SIGNATURE

आयकर अधिकारी, भुवनेश्वर

COMMISSIONER OF INCOME-TAX, BHUBANESWAR

Pradeep Thacker



ଭାରତ ସରକାର
Unique Identification Authority of India
Government of India

ନିର୍ମାଣ କ୍ରମ / Enrollment No.: 1040/10387/01669

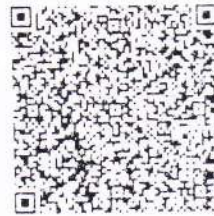
To
ପ୍ରଦୀପ ଠାକୁର
PRADEEP THACKER
PLOT NO-9/C
JAYDURGANAGAR
Bhubaneswar M.C
Budheswar
Khordha
Odisha 751006
9437006678

02/04/2013

22953465



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ଆପଣଙ୍କ ସଂଖ୍ୟା / Your No. :

6448 1015 6080

ଆମାତ୍ର - ସାଧାରଣ ଲୋକର ଅଧିକାର

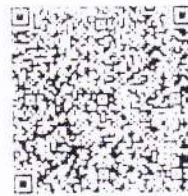


ଭାରତ ସରକାର

Government of India

ପ୍ରଦୀପ ଠାକୁର
PRADEEP THACKER
ପିତା ନିର୍ମାଣ ଠାକୁର
Father: MANILAL THACKER
ଜନ୍ମ ବର୍ଷ / Year of Birth: 1965
ପୁରୁଷ / Male

Pradeep Thacker



6448 1015 6080

ଆମାତ୍ର - ସାଧାରଣ ଲୋକର ଅଧିକାର



ଓଡ଼ିଶା



A



K 900243



ADDENDUM AGREEMENT

THIS DEED OF ADDENDUM AGREEMENT MADE on this ____ Day of October' 2020 at Bhubaneswar

BETWEEN

Sri Aditya Patra (PAN NO – ALOPP3785E, AADHAAR No. – 233430630172) aged about 34 years S/o Sri Padma Charan Patra, by Caste- Kumuti and by Profession- Business, Resident of A-97, Saheed Nagar, P.S.-Saheed Nagar, Bhubaneswar, PIN 751007 Dist-Khurda, Odisha (hereinafter referred to as the "LANDOWNER" which expression unless excluded by or repugnant to the subject



AP

Aditya Patra

KHUSHI REALCON PVT. LTD.
 Khushi Realcon
 Director

or context shall include his legal heirs, successors, representatives and other assigns) of the FIRST PART.

AND

M/S **KHUSHI REALCON PRIVATE LTD.** a private limited company(**CIN-U45201OR2012PTC015524**) having its registered office at S-2/A-42,43,44Mancheswar Industrial Estate, Bhubaneswar, PIN – 751010, P.S. Mancheswar, Dist.Khurda (Odisha) represented by its director (by virtue of a resolution dated 06.12.2019) **SRI PRADEEP THACKER(DIN-01886198, PAN NO. – AAKPT7887L, AADHAR NO. 644810156080)** aged about 54 years, Residing at Plot No.9/C, Jaydurga Nagar, Bomikhal, Bhubaneswar-751006, S/o Late Mani Lal Thacker, By Caste-Bania, by profession – Business, (hereinafter referred to as the “Builder/Developer” which expression unless excluded by or repugnant to the subject or context shall include its Directors, successors in business, executors, administrators, representatives and other assignees) of the **OTHER PART**.

Whereas the property mentioned in the scheduled below Dist: Khurda, Tahasil – Bhubaneswar P.S.-Laxmisagar, Mouza – Gobindaprasad (Bhubaneswar Sahar Unit No. 32) under the Jurisdiction of District Sub Registrar Khurda at Bhubaneswar, Khata No. 1057/2559(One Thousand and Fifty Seven Over Two Thousand Five hundred and Fifty Nine), Plot No – 622(Six Hundred and Twenty Two) area Ac 0.322 decimals (Three Hundred and Twenty Two Decimals) total One Khata One Plot area Ac 0.322 decimals (Three Hundred and Twenty Two Decimals) Kisam – Gharabari.

AND whereas the “Builder/Developer” having wide experience and expertise in building/developing such commercial complex in Bhubaneswar city and elsewhere, negotiated with the land owner to promote and develop a Commercial Complex on the scheduled land entirely at the cost of the Builder/developer



Aditya Patra

KHUSHI REALCON PVT. LTD.
Pradeep Thacker
Director

AP

[Handwritten signature]
Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009
M. No. 1006174

AND whereas after prolonged negotiation an agreement was made on dated 16.12.2019 and as required by the said Agreement, Power of Attorney was executed in favor of the second party by the first Party vide document no 11081914031 dated 17.12.2019.

AND whereas there has been change in the building rules and regulations and the government of Odisha now allows building of higher FAR as well as height is allowed to be made.

AND whereas to take advantage of the new norms and rules, there was a fresh negotiation between the parties to this agreement and it was decided that the Second Party will explore the possibility of additional construction in the scheduled land confirming to the various norms.

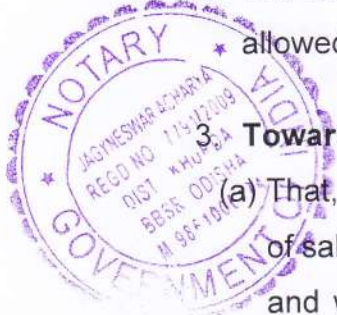
AND whereas after detailed discussion it is now agreed to take up construction in the project beyond the 3 FAR in the following terms and conditions:

NOW THIS ADDENDUM AGREEMENT WITNESSETH AS FOLLOWS:

1. This addendum agreement is in addition to the original agreement dated 16.12.2019. All terms of the original agreement except the new terms set herein are applicable to both the parties to the agreement.
2. The builder to try and achieve maximum FAR possible within the norms allowed.

3 Towards Consideration

(a) That, the Builder/Developer hereby agrees to give to the Land Owner 50% of saleable area calculated on the basis of super built up area upto 3 FAR and with regard to FAR achieved over and above base FAR of 3, the



AP
Aditya Patra

KHUSHI REALCON PVT. LTD.
Hardeep Thacker
Director

additional saleable area will be shared in the ratio of 33% to the Land Owner (1st party) and 67% to the Builder/Developer (2nd party).

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

- (b) That, the Builder/Developer and Land Owner will be allotted their share of extra FAR beyond 3 FAR, in the floors made for residential purposes.
4. All costs associated with the construction of the additional FAR building, that is, costs towards procurement of FAR, additional expenses for approval as well as all costs incurred towards construction of the building will be incurred by the second party only.
5. That, Deposit towards society formation, corpus funds, maintenance and also electric meter/consumer deposits, power line deposits as well as GST, Income Tax or any new fresh levy / dues as levied by statutory authority will be paid by the builder/second party to the extent of their share and by the first party to the extent of their share.
6. All terms and conditions of the original agreement dated 16.12.2019 unless otherwise specifically contravened above will be applicable to both the parties.

SCHEDULE OF PROPERTY

Dist: Khurda, Tahasil – Bhubaneswar P.S.- Saheed Nagar, Mouza – Gobindaprasad(Bhubaneswar Sahar Unit No. 32) under the Jurisdiction of District Sub Registrar Khurda at Bhubaneswar, Khata No. 1057/2559(One Thousand and Fifty Seven Over Two Thousand Five hundred and Fifty Nine), Plot No – 622(Six Hundred and Twenty Two) area Ac 0.322 decimals (Three Hundred and Twenty Two Decimals) total area of One Khata One Plot area Ac 0.322 decimals (Three Hundred and Twenty Two Decimals) Kisam – Gharabari.

AP *Aditya Patra*

Khushi Realcon Pvt. Ltd
Director
Director

Jagyneswar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009

IN WITNESSES WHEREOF, the parties to this agreement have put their seal and signatures, on this ____ day of October' 2020 above mentioned in presence of the following witnesses:

WITNESSES

1.

AP Aditya Patra

**Signature of the First Party
(Owner)**

2.

KHUSHI REALCON PVT. LTD.
Signature of Second Party Director

**Signature of Second Party
(Builder/ Developer)**

CERTIFICATE

Certified that the **Deed of Agreement** drafted and prepared by me as per instruction of the Parties of this deed and the contents of the deed is explained to the vendor and who being satisfied about the correctness of the same put their signature and seal in my presence and in presence of the witnesses.

**Executed in
Presence of Witness**

S. Debi
Adv BBSR

Advocate, Bhubaneswar

P. 11/20



Jagyneswar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009