

NO 678/2017

भारतीय गैर न्यायिक



TEN RUPEES

Rs.10

A NON JUDICIAL

ଓଡ଼ିଶା ୩



40AA 457664

ସ୍ତ୍ରୀ ବସିନ୍ଦା
Attested
Basant
ADW

Attested
Bansi Priya Jena
ADW

ସ୍ତ୍ରୀ ବସିନ୍ଦା

Bansi Priya Jena

Radhakanta Jena

Ramakanta Jena

AGREEMENT FOR CONSTRUCTION OF A HIGH-RISE MULTISTORIED COMMERCIAL-CUM-RESIDENTIAL BUILDING

THIS DEED OF AGREEMENT FOR CONSTRUCTION OF A HIGH-RISE MULTISTORIED COMMERCIAL-CUM-RESIDENTIAL BUILDING is made on this 27th day of December, 2017 (Two Thousand Seventeen).

BETWEEN

- 1) Smt. MINARANI JENA ,W/o-Late Lokanath Jena ,aged about 85 years ,
- 2) Smt.BANI PRIYA JENA, W/O- Late Chandrahasya Jena , aged about 55 years,
- 3) Sri RADHAKANTA JENA, aged about 35 years
- & 4) Sri RAMAKANTA JENA, aged about 26 years, Sl. No.3 & 4 both

W1 - Teerthabati Jena

W2 - Assun Jena

14970
27/12/17

Minarani Devi
Paragad
Maliakul
Ukhada

DISTRICT
KHURDA, BHUBANESWAR
19 DEC 2017
By
ADDL. TREASURY OFFICER


A. K Mahapatra
Stamp Vender
Bhubaneswar

ମିନା ମୁଖପତ୍ର



Radhakanta Jena
LTG Attested
By
ADE.



Ramkanta Jena
LTG Attested
By
ADE



Keshab Chandra Borah
LTG Attested
By
ADE

are sons of Late Chandrasahya Jena, by Caste – Khetriya, by Profession – Business and Housewife, resident of Vill. – Talagada, Ranasingh Sahi P.O./ PS-Balianta, Dist. –Khorda, Odisha, (hereinafter referred to as " **LAND OWNERS**", which expression shall, unless excluded by or repugnant to the subject or context, mean and include her respective heirs, successors, assignees and legal representatives) of the **FIRST PART**.

AND

M/S OMSHREE INFRATECH PVT. LTD., a Company incorporated under the Companies Act 1956, having its registered office at Plot No.1693, Hansapal Samili Naharakanta, P.O. – Naharakanta, P.S. – Mancheswar, Bhubaneswar, Dist. – Khordha, Odisha, represented through its Managing Director, **SRI KESHAB CHANDRA PRADHAN**, aged about 46 years, Son of Late Anadi Charan Pradhan, by Caste – Khandayat, by Profession – Business, (hereinafter called "**PROMOTER / DEVELOPER**" which expression shall, unless excluded by or repugnant to the subject or context, mean and include its executors administrators, successors, survivors etc.) of the **SECOND PART**.

WHEREAS the property which is morefully described in the schedule below stands recorded in the name of the First Party members as per the Correction R.O.R. (Patta) obtained from Office of the Tahasildar, Balianta vide OLR Case No.9674/05 subsequent to Mutation Case No.136 and enjoying the said property as absolute owner and is in physical uninterrupted peaceful possession over the Scheduled property having all sorts of right, title, interest over the same, The First Party member hereby declare that except her there is/are no other claimant(s) of the scheduled property..

- 1- ସମିତ୍ରାସିନୀ
- 2- Bani Priya Jena
- 3- Radhakanta Jena
- 4- Ramkanta Jena

K-1 Tejshubas' Jena
K-2 Ananta Jena



27/12/2017

AND WHEREAS the other adjacent land owners of this First Party have also entrusted this Second Party for development and construction of a high-rise multistoried commercial-cum-residential building in respect of their respective properties, as their respective lands and the land of the First Party are situated adjacent to each other.

AND WHEREAS it has been agreed by and between the parties hereto that the Promoter / Developer shall construct, build and erect a high-rise multistoried commercial-cum-residential building over the said entire property in accordance with the Plan(s) sanctioned / approved and / or to be sanctioned / approved by the B.D.O./Bhubaneswar Development Authority, Bhubaneswar. The Developer shall construct the building according to the approved plan(s) and permission given by the B.D.O./Bhubaneswar Development Authority, Bhubaneswar as per the zonal plan in force for the said areas. The responsibility with regard to the quality and standard of construction of the building would be exclusively of the Promoter / Developer.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED by and between the parties hereto as follows:

CLAUSE: I (DEFINITION)

01. 'PROPERTY' shall mean the property as described in the Schedule appended hereto.
02. 'BUILDING / DEVELOPING' shall mean the high-rise multistoried commercial-cum-residential building to be constructed / erected over the said property as per the sanctioned/approved Plan.
- 03 'OWNER' shall mean the MEMBER OF THE FIRST PART, her respective legal heirs, successors, assignees and legal representatives, etc.
04. 'PROMOTER/DEVELOPER' shall mean 'Managing Director' of **M/S OMSHREE INFRATECH PVT. LTD.** and assignees.
05. 'COMMON AREAS' shall mean and include stair case, balcony, terrace, lift security guard room, common room, electric transformer, passages, roads and etc. and other areas of the building whatsoever require for peaceful use and enjoyment of various Independent Residential-cum-Commercial Flat(s) / Units(s).
06. 'BUILDING PLAN' shall mean the Plan already sanctioned/or to be sanctioned by the B.D.O./Bhubaneswar Development Authority and/or such other or further Plan or Plans with modifications, alterations which may be made thereto from time to time with the approval of competent authority / authorities for the purpose of erecting the Multistoried Residential-cum-commercial

1- *[Handwritten Signature]*
2- Bami Priya Jena
3- Radhakanta Jena
4- Ramakanta Jena

1-1 *[Handwritten Signature]*
1-2 *[Handwritten Signature]*



building / apartment.

07. 'UNIT' shall mean the Independent Residential-cum-Commercial Flat(s) / Units(s) or other construction in the building capable of being owned and possessed on ownership basis.

08 'PROPOSED BUILDING / DEVELOPMENT OF LAND' shall mean and include the Independent Flat(s) / Units(s) intended to be constructed in accordance with the sanctioned Plan.

09. 'APPARTMENT ' shall mean multistoried building having Independent Flat(s)/Units(s) along with common service facilities etc. to be constructed over the scheduled property and space for garage for parking of four wheelers equal to the number of unit(s)/flat(s).

10. 'ALLOCATION OF SHARE' shall mean the total super built up area of Independent Commercial-cum-Residential Flat(s)/Units(s), constructed over the scheduled property as per the plan(s) approved by the B.D.O./B. D. A. along with proportionate share of land allocated between land owner and developer to be as follows :-

- (a) Owner's allocation shall mean the portion of Independent Commercial-cum-Residential Flat(s)/Units(s) along with proportionate land, which is to be allocated to the Owner (i.e. 36 % of the super built up area as per B.D.O./B.D.A. approved Plan) as part of Owner's portion in accordance with the terms and conditions of these presents, towards consideration amount of his / her entire land offered for the project.
- (b) Developer's allocation shall mean the remaining portion of constructed areas over the scheduled property along with rest part of land towards their entire cost of development of land, labour, construction and investment whatsoever in the project.

1- ANJAN

2- Beemi Priya Jena

3- Rathakanta Jena

4- Ramkrishna Jena

CLAUSE-II (OWNERSHIP DECLARATION):

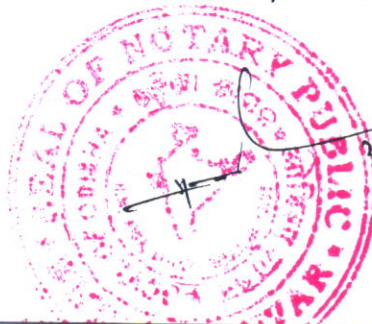
01. The Owners hereby specifically declare that, they are the sole and absolute owner of the property mentioned in Schedule below and there is/are no other claimant(s) except this Owner and have already entered with this Second Party for the same purpose.

02. The Owners hereby further declare that the property mentioned in the Schedule below is absolutely free from all encumbrances and free from any encumbrances, litigation, liens, attachments whatsoever and is in exclusive possession of the OWNER and have been peacefully enjoying it as the sole owner.

03. It is further declared by the owners that ,no suit or legal proceedings is

11-1 Tusharbabu Jena

11-2 Arjun Jena



12/12/2017

pending in respect of the Scheduled property in any judicial court / revenue court or any other court.

04. The property in question is not subject to any land acquisition proceedings of Government for any public purpose or otherwise.

05. The Owners hereby declare and undertake that, they have never created any charge of encumbrances on the property or shall not enter into any Agreement with any other party so long as this Agreement shall be enforce and effective.

CLAUSE-III (COMMENCEMENT):

01. This Agreement shall commence from the date of its execution and on the same date all original documents relating to the land at Schedule below shall be handed over by the First Party members/ OWNERS to the Second Party member/DEVELOPER.

CLAUSE-IV (CONSTRUCTION):

01. (a) It shall be the responsibility of the Promoter/ Developer to prepare, submit, pursue and follow up the building plans for approval by the B.D.O./B.D.A or other agencies concerned. They are also responsible to submit along with building plan, the relevant land documents of the owner necessary for getting approval for construction of the high-rise multistoried commercial-cum-residential building over the schedule property.

(b) On the strength of Irrevocable General Power of Attorney executed by the OWNERS in favour of **M/S OMSHREE INFRATECH PVT. LTD.**, delegating powers to sign the plans, papers, documents for approval of Plans etc. the Developer shall sign the requisite papers/documents on behalf of the owner and submit the same before the B.D.O./B.D.A. and other agencies concerned for approval of Plan, obtaining permission etc. for construction of the high-rise multistoried commercial-cum-residential building, the Promoter/Developer is hereby authorized to submit the relevant land documents of the Owner under their signature to B.D.O./B.D.A. along with building plans for approval.

(c) All expenses / charges incurred and to be incurred in respect to approval / sanction and modification and/or alteration of the sanctioned plan and for any other Plan submitted and/or to be submitted for approval/sanction shall be borne by the Promoter/Developer as per requirement, the Promoter/Developer will bear entire expenses.

(d) The requisite scrutiny fees for sanction of the Plans to be submitted and such other sanctioned fees for any plans that may be submitted in



- 1- श्रीप्रदीप
- 2- Bami Priya Jena
- 3- Rudhakarika Jena
- 4- Rudhakarika Jena
- 1- Tejshree Jena
- 2- Arjun Jena

future shall be borne by the Promoter/Developer.

(e) The Promoter / Developer shall be held responsible to expedite the sanction of such plan or plans.

02. The owner hereby agree to assign / convey to the Promoter / Developer and the Promoter / Developer hereby agree and assure to acquire the development and sale right along with the benefits of Plans and permission. The Promoter / Developer has the right to enter into/with the prospective purchasers to sell, transfer and assign various constructed spaces or developed areas together with proportionate interest in the land comprised in the said property free from all encumbrances of any nature whatsoever and to sign and execute the Sale Deeds for the same relating to such entire complex in favour of the prospective buyers.

03. The bargain between the parties regarding the transaction, which shall be treated as commercial transaction shall be as follows:

(a) The First Party Member /Owner has received a refundable / adjustable sum of Rs.6,00,000/- (Rupees Six Lakhs) only from the Promoter/Developer on today at the time of execution of this Agreement and Irrevocable General Power of Attorney with development and sell of Developer's share clause and by receiving the same put her respective signatures on this Agreement as a token of acknowledgement.

(b) The First Party member has executed an Irrevocable General Power of Attorney in favour of the **M/S OMSHREE INFRATECH PVT. LTD.** by authorizing the Developer to negotiate and sell its share over the proposed independent / individual commercial-cum-residential Flat(s) / Units(s), super built up / built up areas together with proportionate interest in the land comprised in the said property to the proposed buyers. The 'Owner' i.e. the Party of the First Part shall not claim any right over the builder's / developer's allocated share, which shall be the exclusive domain of the Second Party member to deal with. The First Party will extend all co-operations to the Second Party in respect of the property given whenever necessary.

(c) The responsibility with regard to the quality and standard of construction of the aforesaid building would be exclusively of the Developer and the owner shall have no liability in the matter in any way.

(d) After execution of this Agreement and G P A, the Developer shall develop the Scheduled land as per the approved Plan and do all the needful for the same.

CALUSE-V (POSSESSION-OWNER'S OBLIGATION):

01. Not to cause any interference or hindrance in connection with the

Page 6 of 10



27/12/2017

1- [Signature]
2- Bani Priya Jena
3- Radhakanta Jena
4- Ranokanta Jena

11-1 Tseikhabas Jena
11-2 Arjun Jena

necessary. The entire cost of such installation will be borne by the Promoter / Developer,

04. That the Promoter / Developer shall have the right to receive any earnest money from the Prospective Buyers or take advance(s) and also the balance consideration money in regular installment to carry out the development work thereof and to grant receipt without involving the owner in any way.

05. The Owner hereby agrees to execute Irrevocable General Power of Attorney which is/may be required in carrying out construction and sell of the proposed building by the Promoter / Developer.

06. That the Promoter / Developer shall have the right to allow the intending purchaser(s) / allottee(s) to mortgage the respective allotted individual flat(s) along with propionate land with any financial institution / bank in order to enable them to avail loan for purchasing the same during the period of construction or after completion of construction and Owner shall hand over all the original land papers to the Promoter / Developer to submit the same before the Bank(s) for verifying the same, if necessary.

07. The Developer shall make its best endeavors to complete the said building complex in all respects within 30 (Thirty) months from the date of approval of B.D.A/ B.D.O. Plan duly received by the Second Party Member and shall give delivery of the owner's share unless prevented by unavoidable situations or any notice or notification of the Govt. and/or public authority or restraint order passed by any competent court or authority for stoppage of construction work or in such unavoidable situations the period of completion shall be extended.

08. In case the First Party Member / any legal heirs of the First Party Member create any hindrance / problem / dispute, then the Owner / First Party member shall be responsible to solve the matter for the same. The delay cause in such litigation, will lead to stoppage of construction work by the Second Party and in that event time will be extended beyond the above said stipulated period. till the matter is solved.

09. In case any outsider creates any hindrance / problem and the Developer / Second Party fails to solve, then the First Party Member shall co-operate the Second Party to solve them.

10. The Developer and the Owner hereby declare and undertake that all the parties to this Agreement shall abide by all the terms and conditions of this Agreement and if any dispute concerning this Agreement arises, then both the parties are competent to redress the matter mutually through single arbitrator. If the same will not be decided through Arbitrator, the same will be agitated through proper legal proceeding.



1- ୨୩୩୩୩୩୩୩
2- Bami Priya Jena
3- Radhakanta Jena
4- Ramkrishna Jena

A-1 "Sushil Kumar" Jena
A-2. Anshu Jena

CLAUSE-VIII (MISCELLANEOUS):

01. The Owner has executed an Irrevocable General Power of Attorney bearing I.D. No. dtd.27/12/2017 registered before S.R.O., Baliana in favour of the Promoter / Developer for the purpose of giving effect to smoothly running of the project and to sell the share fallen in Developer's Allocation share. The so-called Irrevocable General Power of Attorney is the part of this Agreement.

02. Under any circumstances, the First Party member shall not cancel the Irrevocable General Power of Attorney. In case the First Party members do the same, the entire loss and damages caused to the Second Party shall be paid / borne by the First Party member to the Second Party.

CLAUSE-IX (JURISDICTION):

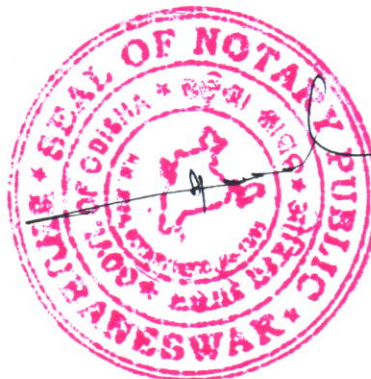
01. Both the parties are restricted to Bhubaneswar Court jurisdiction.

SCHEDULE OF PROPERTY

District – Khordha, Tahasil – Baliana, under the jurisdiction of Sub-Registrar Office, Baliana, P.S. – Baliana No.14, **Mouza – BALIANTA**, Correction Khata No.704/133 (Seven zero four by one three three, **Sthitiban**, Plot No.526/1996 (five two six by one nine nine six), Kisam – GHARABARI, Area **Ac.0.277 decs. 5 Kadi** (two hundred seventy seven decimals & five kadi) out of Ac.0.320 dec., Annual Rent – Rs.20.00 paise.

BOUNDED BY :-

North : Sri Kailash Ku. Sahoo & Sri Bijaya Ku.Sahoo.
South : Si Jagannath Jena.
East : Plot no. 527.
West : 80ft. Wide Govt. Road.



1917296971
2- Bani Priya Jena
3- Rathakanta Jena
4- Ramkrishna Jena
A-1 Tejithadas Jena
A-2 Ashu Jena

IN WITNESS WHEREOF, the parties have set and subscribed their respective hands and seal after going through the contents of the Agreement on the date, month and year first mentioned in the presence of the following witness.

1- ବିନି ସୁସିଦ୍ଧା

WITNESSES:

2- Bami Priya Jena
3- Radhakanta Jena

1. Tej Kumar Jena
S/o Kashi Mohan Jena
A/P. Balianta

4- Romkali Jena

SIGNATURE OF FIRST PARTY MEMBER

For Omshree

Kishato Chandra Pradhan
Managing Director

2. Arjun Jena
S/o Gaurab Jena
AT Balianta
Kherda

SIGNATURE OF SECOND PARTY MEMBER



Drafted & Prepared by me
as per their instruction.

B. Rout
27/12/17

(Bichitra Kumar Rout)
Advocate, Bhubaneswar
License No.O-1910/1997

HARA MOHAN JENA
NOTARY PUBLIC
Govt. of Orissa, Regd. - 13/35
L/B-84, Bhirna Tangi
Bhubaneswar-751002
Ph: 2592479, 067427252