

भारतीय गैर न्यायिक

दस  
रुपये

TEN  
RUPEES

Rs 10



INDIA NON JUDICIAL

*Signature*  
12.6.20



ଓଡ଼ିଶା ଖୋର୍ଦ୍ଧା ODISHA

Notary, Government of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

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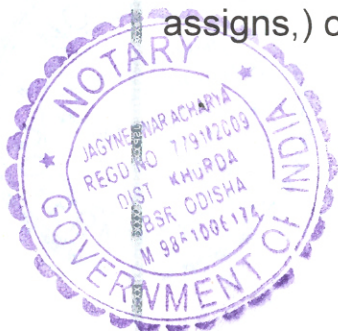
**AGREEMENT (MUTUAL UNDERSTANDING)**

THIS DEED OF AGREEMENT MADE on this 12th day of June, 2020 at Bhubaneswar.

BETWEEN

SRI KAILASH CHANDRA SAHOO, aged about 65 years S/o Lokanath Sahoo, By profession-Business, By Caste-Sundhi, residents of At/Hanspal, P.O.-Naharkanta, P.S.-Mancheswar, Odisha (hereinafter referred to as the "OWNER" which expression unless excluded by or repugnant to the subject or context shall include their legal heirs, successors, representatives and other assigns,) of the FIRST PART.

*Kailash Ch. Sahoo*  
*Tulasi Sahoo*  
*Suchitra Sahoo*  
*Sumitra Sahoo*  
*Sabitra Sahoo*  
*Ashaleeta Sahoo*  
*Lalita Sahoo*  
*Rukmini Sahoo*



ESSEN CONSTRUCTION  
*Radheep Thacker*  
PARTNER



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

12.6.20

AND

**M/S ESSEN CONSTRUCTION (PAN-AACFE0760H)** a registered Partnership Firm having its registered office at S-2/A-42, Mancheswar Industrial Estate, Bhubaneswar, P.S. Mancheswar, Bhubaneswar, Dist: Khurda, PIN-751010(Odisha) represented through its Partner **SRI PRADEEP THACKER** now aged about 54 years S/o Late Manilal Thacker (Mob No-9937067936) (AADHAR No. 6448 1015 6080) by Caste: Vaysya, 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 partners and their legal heirs, successors in business, executors, administrators, representatives and other assignees) of the OTHER PART.

Kavilash Ch. Sahoo

Tulasi Sahoo

Ashalata Sahoo

Rukmini Sahoo

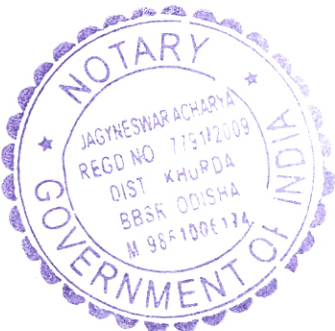
Suchitra Sahoo

Sumitra Sahoo

Sabitri Sahoo

Lalita Sahoo

**ESSEN CONSTRUCTION**  
Pradeep Thacker  
PARTNER



*M. G. 26*

**NAME OF THE CONSENTER**

1. **SMT SUCHITRA SAHOO** aged about 40 years  
W/o Arjun Sahoo, 2. **SMT SUMITRA SAHOO** aged  
about 38 years W/o Pratap Saho, 3. **SMT TULASI  
SAHOO** aged about 36 years W/o Raghunath  
Saho, 4. **SMT SABITRI SAHOO** aged about 34  
years W/o Himanshu Sekhar ~~Bank~~, 5. **SMT  
LALITA SAHOO** aged about 32 years W/o  
Krushna Chandra Sahoo, 6. **SMT ASHALATA  
SAHOO** aged about 30 years W/o Basant Kumar  
Sahoo, 7. **SMT RUKMINI SAHOO** aged about 28  
years W/o Dillip ~~K~~ Sahoo, all are daughters of  
Kailash Chandra Sahoo & Laxmipriya Sahoo and  
8. **SMT. LAXMIPRIYA SAHOO**, aged about  
63.years W/o Kailash Chandra Sahoo, all are  
residents of At/-Hanspal, P.O.-Naharkanta, P.S.-  
Mancheswar, Odisha (hereinafter referred to as the  
"CONSENTERS" which expression unless  
excluded by or repugnant to the subject or context  
shall include their legal heirs, successors,  
representatives and other assigns,)

*Kailash Ch. Sahoo*

*Tulasi Sahoo*

*Ashalata Sahoo*

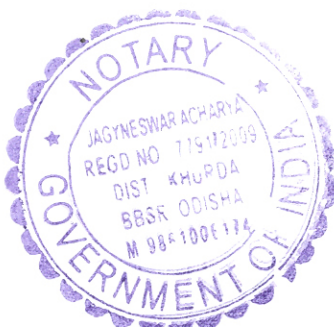
*Rukmini Sahoo*

*Suchitra Sahoo*

*Sumitra Sahoo*

*Sabitri Sahoo*

*Lalita Sahoo*



**ESSEN CONSTRUCTION**  
*Pradeep Thakur*  
**PARTNER**

Jagyneswar Acharya  
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Regd. No.-7791/2009  
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Whereas the property mentioned in the scheduled below situated in the Dist- Khurda.Tahasil: Bhubaneswar, Mouza:Naharkanta Under , Khata No-609/1177, Plot No.1403 area Ac 0.0037 dec & Plot No.1404 . area Ac0.110 dec and Khata No. 609/1178, Plot No.1412 area Ac 0.060 dec stand recorded in the name of First party and he is in peaceful possession over the same without any dispute.

The above named Consenter are the daughters of the First party /Land owner.

AND whereas the "Builder/Developer" having wide experience and expertise in building/developing such apartment in Bhubaneswar town and elsewhere, negotiated with the owner to promote and develop the Apartments/independent duplex unit/s on the scheduled land entirely at the cost of the Builder/developer subject to the terms and conditions set forth hereinafter in this covenant.

*Kaivaly Ch Sahoo*

*Tulasi Sahoo*

*Ashalata Sahoo*

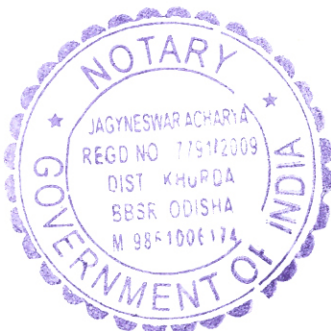
*Renukmini Sahoo*

*Suchitna Sahoo*

*Sumitra Sahoo*

*Sabitra Sahoo*

*Lalita Sahoo*



**ESSEN CONSTRUCTION**  
*Deepak Thakur*  
**PARTNER**

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

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**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

1. There will be an apartment building constructed by the builder on the scheduled plot; with ground and suitable number of floors of residential space as allowed by BDA/ BMC /appropriate authority norms.
2. As a first step the Land Owner will get the plot vacated from the tenants as soon as possible and will try her best to get it vacated by 30<sup>th</sup> November 2020.
3. The builder to take up plan approval with BDA / BMC/appropriate authority for plan approval of apartment building on the scheduled plot.
4. The construction of the proposed building will be completed/finished in a phased manner within 36(thirty six) calendar months from the date of RERA registration (after having received BDA /BMC approval). The particulars of such approved/sanctioned plan would form part of this agreement.

Kaailash Ch. Sahoo

Tulasi Sahoo

Ashelata Sahoo

Rukmini Sahoo

Suchisna Sahoo

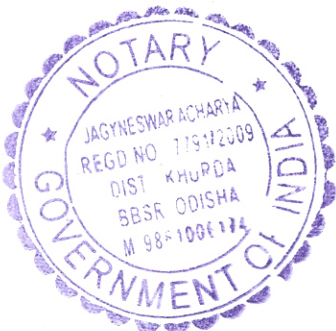
Sumittra Sahoo

Sabotri Sahoo

Lalita Sahoo

ESSEN CONSTRUCTION

Pradeep Thakur  
PARTNER



Jagyneshwar Acharya  
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Odisha, BBSR, Dist-Khurda  
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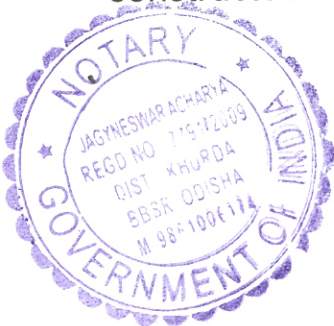
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5. The Builder/Developer shall construct the apartment building according to the plan and permission and shall not construct any illegal or unauthorized/defective units resulting in any unprecedented event and if they do so it would be entirely at their cost and risk and the owner shall not be liable for any consequence occurring from such illegal Act.
6. Towards consideration, the land owner would be allotted 40% of super built up/saleable area with land thereto along with the appurtenances including the approach road, common facilities, amenities, parking area etc. and the Builder/Developer (party of the second Part) would be entitled to balance apartments ( 60%) on this plot, i.e. the remaining construction and the appurtenances towards their consideration namely; approach road, common facilities, parking area and the Builder/Developer will be at liberty to sell/transfer/assign the balance constructed space or constructed areas in the duplexes of his share of constructed area with appurtenances only after handing over the constructed units to the land owner.

Kaushal Ch. Sahoo  
Tulsi Sahoo  
Ashwajit Sahoo  
Rukmini Sahoo

Sachitra Sahoo  
Sumitra Sahoo  
Sabitra Sahoo  
Lalita Sahoo

ESSEN CONSTRUCTION  
Pradeep Thakur  
PARTNER



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7. That it is the duty and responsibility of the Builder/Developer to procure purchaser for his share of apartments and the Builder/Developer shall be free to procure them and execute similar agreements with them from time to time for his share of apartments without keeping any deceitful intention in mind.
8. It is further agreed that the Builder/Developer shall have no objection to the Ownership of that 40 % of saleable area which is allotted to the owner. If the owner intends to sell the apartments so earmarked, then the Owner can do so at his free will and choice, not depending on the Builder.
9. It is further agreed that the Builder/developer will be at liberty to dispose of by sale of his share of the apartments and give possession of such apartments as stand constructed by the Builder/Developer to which the Owner shall have no objection for such sale (after allotment the proportionate Land along with constructed units to the land owner) and / Builder / 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 General power of attorney in favour of the Developer authorizing to sell and give possession of his (2<sup>nd</sup> Party's) share of apartments and appertuneces thereto.

Kautilash Ch. Sahoo  
Tulsi Sahoo  
Ashulata Sahoo  
Rukmini Sahoo

Suchisna Sahoo  
Sumitree Sahoo  
Sabitree Sahoo  
Lalita Sahoo

ESSEN CONSTRUCTION  
Pradeep Mallick  
PARTNER





10. It has been further agreed by and between the parties herein as follows:
11. That in consideration of the aforesaid terms and conditions the Builder/Developer further agreed to pay an amount of **Rs. 11,43,195 lacs**(Rupees Eleven Lacs Forty Three thousand One hundred and Ninety Five only) as non refundable interest free advance to the land owner. Of these consideration of **Rs. 11,43,195 lacs** an amount of Rs.3.26 Lacs is being given at the time of signing of this agreement. This amount of Rs. 3.26 Lacs is being given in shape of Cheque No.831898 dtd 12.06.2020 of State Bank of India in favour of Kailash Chandra Sahoo. This cheque will be banked on the day the Power of Attorney is registered by the Land Owner in favour of the second party (builder). Further, the balance amount of Rs. 8,17,195( that is total one time premium of Rs. 11,43,195/- less the above cheque payment of Rs. 3.26 Lacs that is Rs. 8,17,195/- will be paid at the time of hand of vacant plot.
12. The Owner or any person claiming under him/ her shall not interfere with the quite and peaceful construction of said premises by the Builder/Developer.
13. The Builder/Developer by virtue of an irrevocable power of attorney to be given by the Land Owners shall receive consideration from prospective buyers and execute Regd. sale deed and handover possession in respect of the constructed area as well as super built-up area coming in his share, 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

Kailash Ch. Sahoo

Tulsi Sahoo

Ashalata Sahoo

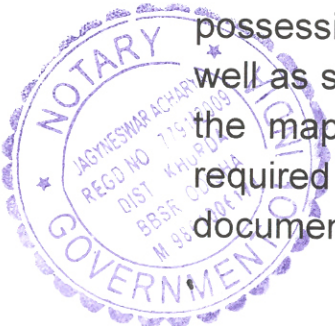
Rukmini Sahoo

Suchitra Sahoo

Sumitra Sahoo

Sabirini Sahoo

Lalita Sahoo



ESSEN CONSTRUCTION

Pradheep Thakur  
PARTNER

Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
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the purpose of getting the said sanction/approval and also for obtaining all necessary approvals.

14. The developer undertakes to keep the owners indemnified against all actions, suits, claims proceeding which may trigger of any action of the developer pertaining to the development of the said premises and /or in the matter or construction of the said building and for defect in the construction thereof.

15. The developer also indemnifies the owner from all claims, damages or expenses payable in consequence of any injury to any labourer, employees, workman, nominee, invitee, while in or upon the said premises.

Kaailash Ch. Sahoo

Tulasi Sahoo

Ashaleeta Sahoo

Rukminini Sahoo

16. The Owner has further agreed as follows:

17. 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.

Sechittra Sahoo

Somittra Sahoo

Sabitra Sahoo

Lalita Sahoo

18. Not to enter 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 36 (thirty six) months from the date of obtaining registration of RERA after final B.D.A/BMC /appropriate authority approved plan.

ESSEN CONSTRUCTION  
Joseph Thelker  
PARTNER



*[Handwritten signature]*  
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Regd. No.-7791/2009  
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19. Not to do any act, deed or things whereby the Builder/developers may be prevented selling assigning and/or disposing and giving possession of any of the Builder/Developer's allocated share in the proposed project/apartments on the said premises.
20. It has been agreed by the Builder/Developer that the builder would complete construction of all the apartments as per the approved plan within 36 months from the date of obtaining registration of RERA after final B.D.A/BMC / Appropriate Authority in accordance with the approved plan unless prevented by reasons beyond the control of the developer Viz. Earth Quake, Civil commotions and litigations.
21. It is further agreed that if the builder fails to deliver the owner's allocation within the said period of construction, then the owner can claim suitable monthly rent from the builder subject to a maximum grace period of six months.

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Tulasi Sahoo

Ashalata Sahoo

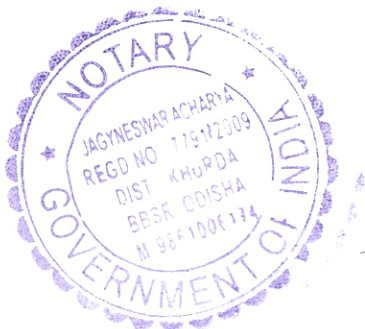
Rukmini Sahoo

Suchitra Sahoo

Sumitra Sahoo

Sabitra Sahoo

Lalita Sahoo



ESSEN CONSTRUCTION  
*[Handwritten signature]*  
PARTNER

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Jagyneshwar Acharya  
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Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
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22. The land owner also reserves its right to cancel the power of attorney in the event of breach of any of the terms and conditions by the developers 2<sup>nd</sup> party.

**FOUNDATION & SUPER STRUCTURE: Reinforced Cement Concrete meeting**

**WALL:** earth quack resistant norms  
**WALL:** Brick Masonary  
**ROOMS:** Floor: Superior Vitrified  
 Tiles(24"x24") Dado: VITRIFIED TILES  
**KITCHEN:** Floor: Antiskid Tiles  
 Platform: granite  
 Dado: Glazed Tiles (Two Feet above Platform)  
 Sink: Stainless Steel Sink-DOUBLE BOWL WITH DRAIN BOARD  
**TOILET:** Floor: Antiskid  
 Dado: GLAZED TILES (7Ft floor level)  
 W.C: EUROPEAN  
**WASH BASIN:** Ceramic -1 in each bathroom & dining  
 WASH BASIN IN DINING AREA WITH 2Ft. Ht TILE; FACE MIRROR AND TOWEL RAIL;  
**FITTINGS:** Chromium Plated of premium brands only

Kaailash Ch. Sahoo  
Tulsi Sahoo  
Ashabata Sahoo  
Rukmini Sahoo

SUCHITRA Sahoo  
Semitra Sahoo  
sabitra Sahoo  
Lalita Sahoo

ESSEN CONSTRUCTION  
Ajayees Thakker  
PARTNER



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12-6-06

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

**WINDOWS:**  
Windows (glass fitted)

**High Quality Aluminium**

**DOORS:**  
**SHUTTER:**

with MS safety grill  
Frame: Sal Wood  
Flush door with decorative  
teak veneer on both sides of  
the front door + front side of  
other doors.

**INTERNAL FINISHES:** P.OP.; Primer With Plastic  
Emulsion Paint

**EXTERNAL FINISHES:** External Emulsion  
Paint (WEATHER PROOF  
PAINT)

Kaailash Ch. Saha  
Tulasi Sahoo  
Ashelata Sahoo  
Rukmini Sahoo

**ELECTRICAL:**

Concealed wiring and  
Modular Switches 1 Power  
Point in each bed room,  
kitchen, toilet.

**TV/TELEPHONE POINT:** One in bed room + one  
in dining room.

**D.G:**

Power back up for both common  
area as well as for individual flats.

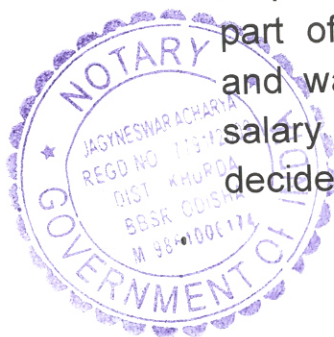
**SECURITY:**

Gated community + C CTv.

Suchitra Sahoo  
Sumitra Sahoo  
Sabitra Sahoo  
Lalita Sahoo

23. The proposed apartments will have the following  
minimum specifications:

24. That the Owner of the First Part or his prospective  
purchaser, on completion of the duplexes in all  
respect, will bear the proportionate cost of common  
part of the maintenance expenses like electricity  
and water charges, sweepers salary, watchman's  
salary and other common expenses, which will be  
decided by all the flat Owners.



ESSEN CONSTRUCTION  
Ajaydeep Thakur  
PARTNER

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Regd. No.-7791/2009  
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25. Deposit towards society formation, corpus funds or maintenance on forming a Society shall be borne by the Developers of the Second Part to the extent of the builders share and the same will be borne by the Owner proportionate to his/her share/or purchasers of the Owner's share.
26. It is further agreed that, the land owner will bear all taxes, like Income Tax, Capital Gains Tax by the land owner & GST (presently 5%) and any other tax applicable now or in future with respect to the apartments being allotted over to the owner.
27. The Owner will be in no way be responsible for construction of the apartment building over the schedule land. Any illegal or unauthorized construction made on the apartment building if any made by the Developer, the Builder/Developer shall be held responsible for fine and punishment.
28. The Owner shall deliver the peaceful and vacant possession of the said premises to the Builder/Developer as soon as possible and try to get it vacated latest by 30<sup>th</sup> November 2020.
29. The Owner will hand over the original title deed, all other relevant documents to the authority, advocate, Builder/Developer as and when required by them for the purpose legal verification.

Kaailash Ch. Sahoo  
Tulasi Sahoo  
Ashelata Sahoo  
Rukmini Sahoo

Suchitra Sahoo  
Sumittra Sahoo  
Sabitra Sahoo  
Lalita Sahoo

ESSEN CONSTRUCTION  
by deep thakur  
PARTNER



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Jagyneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
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30. That subject to the provision of these presents, the Owner hereby gives the Builder/Developer exclusive right to construct apartment on the portion of the land mention in the schedule and as per the approved plan of B.D.A./BMC/ appropriate Authority.

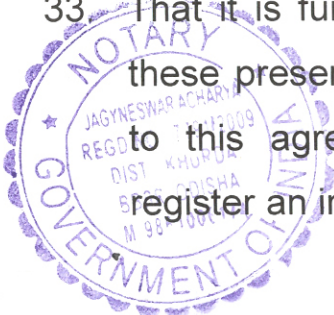
31. That notwithstanding any clause, the Builder/Developer shall not modify the plan of construction of the apartment building, until and unless, it is duly approved by the B.D.A. /BMC/ Appropriate Authority.

32. That it is further agreed by and between the parties that in case of acquisition of the said land the compensation will be receivable by the Owner and/or apartment or any part thereof by the public authority, the compensation receivable by the 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.

33. 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

Kaishash Ch Sahoo  
Tulasi Sahoo  
Ashalesha Sahoo  
Rukmini Sahoo

Suchitra Sahoo  
Sumittra Sahoo  
Sabitri Sahoo  
Lalita Sahoo



ESSEN CONSTRUCTION  
Jyadveep Thakur  
PARTNER

2  
12.6.06

Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
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the Builder/Developer authorizing them to construct the proposed duplexes and to store materials and to construct shed for the labourers and to submit plans, with the concerned authorities, and to do other things which are necessary for construction of the proposed apartment. 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 and delivery possession of apartments and also to receive consideration due on them on the share of apartments allotted to the builder / developer or the 2<sup>nd</sup> party.

Kaailash Ch. Sahoo  
Tulasi Sahoo  
Ashalata Sahoo  
Rukmini Sahoo

34. That the 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 Owner for smooth and expeditious construction of the proposed duplexes, except deed of mortgage, creating any charge over the land.

Suchitra Sahoo  
Sumitra Sahoo  
Sabitree Sahoo  
Lalita Sahoo

35. 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 apartments.



ESSEN CONSTRUCTION  
Pradeep Thakur  
PARTNER



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36. 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.

37. That the 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 apartment and to dispose of the said duplexes is prejudicially effected and/or construction be delayed or disturbed in any manner of what-so-ever nature.

38. That it is clearly understood by and between the Owner and the Builder/Developer that the Developer shall be entitled to assign the right of construction at the risk of the Developer entirely in respect of the proposed building on the said property to any person the builder may so desire;

39. That it is clearly understood by and between the Owner and the Builder/Developer that the Developer shall be entitled to take additional land adjoining the land of the Landowner so as to expand and improve the project. In such case, Landowner's interest will remain unaffected / protected and he shall get his share as per agreed terms as per the proportion of his land out of the total land.

Aakulash Ch. Sahoo

Tulosi Sahoo

Ashaleeta Sahoo

Rukmini Sahoo

Suchitna Sahoo

Sumitra Sahoo

Sabitri Sahoo

Lalita Sahoo



ESSEN CONSTRUCTION  
Jagdeep Thakur  
PARTNER

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- 40. The Builder/Developer hereby undertakes that they shall keep the 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, men or labourers during the construction of the proposed apartments.
- 41. That at the time of allocation of the Owners share, that is, 40 % of the apartments the same will be allocated from all sides, and all type and height proportionately.
- 42. That it is mutually agreed by and between the parties that the owner and developers will be allotted completed apartment in view of their respective shares of area and in case of incomplete apartment falling in the land owners share, the owner and the developer will jointly sale this one apartment and share the proceeds in proportion of their respective share.
- 43. That, in future agreed by and between the parties that in case of acquisition of the said land the compensation receivable and /or apartment or any part thereof by the public authority the compensation receivable by the owner or builder/developer or the purchaser as the case may be shall be apportioned among them (between the owner and builder)subject to condition, if the super built up area as planned is already under construction and divided between themselves as per agreed proportion .

Kaishob Ch. Sahu  
Tulasi Sahoo  
Ashelata Sahoo  
Rukmini Sahoo

Suchitra Sahoo  
Sumitra Sahoo  
Sabitri Sahoo  
Lalita Sahoo



ESSEN CONSTRUCTION  
Brajdeep Thakur  
PARTNER

2  
12.6.20

Jagyneshwar Acharya  
Notary, Govt. Of India  
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44. 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, provided further that for willful, deliberate and intentional delay caused in taking up construction work of the apartment, beyond the above period the Developer shall be liable to pay interest on the cost of the total share of the owner @ 18% per annum.

Kaishash Ch. Saha  
Tejasvi Sahoo  
Ashaleeta Sahoo  
Rukmani Sahoo

45. That the Builder/Developer shall be entitled to take any partner for smooth execution of the construction work and share the benefits whatsoever, without adversely affecting the Owners interest.

46. That as at present the land comes under yellow zone permitting residential building with base FAR of 2. In case the law permits, additional construction beyond 2 FAR is permitted by BMC / BDA. In case additional construction beyond 2 FAR is taken up, the cost of the additional FAR +EWS will be borne by the Land Owner and Builder to the extent of their individual share. In case any Act / Rules / norms / provisions / acts / orders of the government bans construction on this plot than the landowner will return the sums of money received by him under this agreement.

Suchittra Sahoo  
Sumittra Sahoo  
Sabētrī Sahoo  
Lalita Sahoo



ESSEN CONSTRUCTION  
Ajaydeep Thakur  
PARTNER

2  
12/6/20

Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9661006174

47. That the time period for competition of the apartment in all respect, is for 36 (thirty six) months from the date of obtaining registration from RERA after final B.D.A/BMC/appropriate authority approved plan and shall be extended for such time period in writing as may be mutually decided/agreed by the Owner and the Builder/Developer.
48. That if in future at any point of time anybody from the side of the 1<sup>st</sup> Party raises any dispute causing loss to the 2<sup>nd</sup> Party, and then the amount of loss be well compensated through share of the 1<sup>st</sup> Party to the 2<sup>nd</sup> Party.
49. That the Court at Bhubaneswar alone shall have jurisdiction to adjudicate dispute, suit and proceeding arising out of this agreement.

Kautilash Ch. Sahoo

Tulasi Sahoo

Ashelata Sahoo

Rukmini Sahoo

### SCHEDULE OF PROPERTY

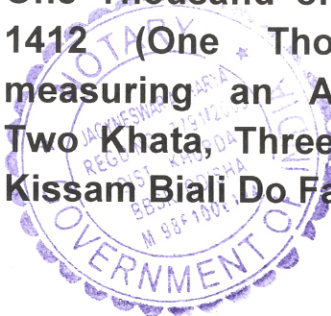
Dist: Khurda, Tahasil – Bhubaneswar, P.S,- New Capital P.S No-27 Mouza: Naharakanta, under the Jurisdiction of Dist. Sub Registrar, Khurda, Bhubaneswar, Stitiban Khata No. 609/1177 (Six Hundred Nine/ One Thousand one Hundred Seventy Seven), Plot No-1403 (One Thousand Four Hundred three) measuring an Area Ac0.037 dec. & Plot No.1404 (One Thousand Four Hundred Four) measuring an Area Ac0.110 dec. & Khata No. 609/1178 (Six Hundred Nine/ One Thousand one Hundred Seventy Eight), Plot No-1412 (One Thousand Four Hundred Twelve ) measuring an Area Ac0.060 dec Total one Mouza, Two Khata, Three Plots total area Ac 0.207 decimals  
Kissam Biali Do Fasal

Suchaita Sahoo

Sumittra Sahoo

Sabctri Sahoo

Laxita Sahoo



ESSEN CONSTRUCTION  
Ajadeep Thakur  
PARTNER

*[Handwritten Signature]*  
12/6/09

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

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

**WITNESSES**

1. Bhagabam Behera  
Bata Bihari Behera  
Pott No - 1497 A/2  
Sastri Nagar  
unit - 4 B.B.S.R

Kailash Ch Sahu  
First Party (Owner)

2.

Manabendra Ranjan Pal  
Plot no. 1081  
Sardivra Nagan  
Po. Bhudswini  
BBSR-6

**ESSEN CONSTRUCTION**  
*[Handwritten Signature]*  
PARTNER

Second Party (Builder/)

- Suchitna Sahoo
- Sumitree Sahoo
- Tulasi Sahoo
- Sabitree Sahoo
- Lalita Sahoo
- Ashalita Sahoo
- Rukmini Sahoo



**CONSENTERS**

Drafted and prepared by

Advocate, Bhubaneswar



*[Handwritten Signature]*  
Jagyneshwar Acharya  
Notary, Govt. Of India  
BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174