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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 commercial complex of a joint venture scheme.

This Memorandum of Agreement is made and executed on this 2nd day of Aug, 2017 (Two Thousand Seventeen).

BETWEEN

(1) Smt. Nalini Devi, aged about 73 years, W/O-Late. Dr. Banamali Das @ Benudhar Ray (2) Sri Bijaya Kumar Ray, aged about 55 years (3) Sri Dhananjaya Ray aged about 52 years (4) Sri Mrutyunjaya Ray, aged about 44 years SI Nos. 2, 3 & 4 are sons of Late. Dr. Banamali Das @ Benudhar Ray all are resident of Plot No-63, Siripur, P.S- Khandagiri, Bhubaneswar, Odisha 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**

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Ray
Director

perjasta Rajan Ray

Dr. Bhojwala Sahoo

Sharanjaya Ray
02/08/2017

Mrutyunjaya Ray 02/08/2017

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Ray

Dhavanjaya Ray



OP1 of
Mratyujaya
Ray

Mratyujaya Ray

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 60 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**.

AND WHEREAS a delineation of the genesis of the title to the land is that the land described below appertaining to Khata No-355, Plot No-1140, Area : Ac.0.237 decimals (full plot) stands recorded in the name of Smt. Nalini Ray, W/O- Late. Benudhar Ray, as per settlement ROR prepared & published by the Settlement authority in the year 1988-89.

And in the meantime the husband of recorded tenant namely Mr. Banamali Das @ Benudhar Ray had left for heavenly abode leaving behind his wife (recorded tenant), 3 sons and 3 daughters. This fact is borne out from the legal heir certificate issued by the Revenue Officer, Bhubaneswar on 9.10.2001 vide Misc. Case No-458/2001.

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Bijay Kumar Ray

Dhavanjaya Ray

Mratyujaya Ray

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Tekariwal

Director

Benudhar Ray

2-Bhadracharya



SP1 of
Chetan Kumar
Prasad

Chetan Kumar Prasad

11/11/2017
Bijaya Kumar Ray
Dhananjaya Ray
Mrutyunjaya Ray

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Prasad
Director

Prayasha Rajan Das
2-Bhawan Chann Lohar

And thereafter the daughters of the recorded tenant namely Smt. Sanjukta Ray, Smt. Sabita Ray and Smt. Sasmita Ray have executed a registered Deed of Relinquishment bearing No-111316059 dated 3.8.2016 before the Sub Register, Khandagiri, Bhubaneswar relinquishing their all rights over Ac0.237 dec of schedule land standing in the name of their mother and vested all rights in favour of their mother Smt. Nalinini Devi and brothers Sri. Bijaya Kumar Ray, Sri. Dhananjaya Ray and Sri. Mrutyunjaya Ray i.e the party of the first part.

AND WHEREAS from the above recitals, it is clear that the flow of title in respect of the land set out in the foregoing paragraphs manifests that the Party of the First Part are having every right, title and interest over area of Ac.0.237 decimals (Full Plot). The first party members are interested to offer aforesaid plot of Ac0.237dec. (10324 sft approx) for the Development and the particulars of land offered for development are set out in the schedule of land furnished below .

AND WHEREAS the Party of the First Part in concurrence of their co-share holders as well as the adjacent plot owner have been nourishing a desire to construct and execute multi-storied commercial/residential complex over the land comprising of different commercial/residential units in accordance with the composite and comprehensive plans to be approved and sanctioned by the Plan Sanctioning Authority. But since construction of a high rise commercial unit/building is a complicated job requiring special skills and expertise which is beyond the capabilities of the Party of the First Part, they 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/commercial complexes for construction of such multistoried building/commercial complexes by amalgamating/merging our 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 building/commercial complex 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 witnesseth 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 Second Part to undertake development of the land by construction of multi-storied building/commercial complex over the said land in accordance with the buildings/commercial complexes plans to be sanctioned and approved by B.D.A/BMC. Such building/commercial/residential complex 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/commercial/residential complex plans shall be borne by the Party of the Second Part.

5/11/19 09:59

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Dhawanjaya Ray:-

Mrutunjaya Ray

For Harshpriya Constructions Pvt. Ltd.
Prayusha Ranjan Nay Chelam Kumar Peracaiwal

Director

2-Bh. 5/11/19 chann Sahad



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 1-A No. 50. Fees Paid : A(10)-100 ,, User Charges-275 ,Total 375

Date: 02/08/2017

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 02/08/2017 by NALINI DEVI , son/wife of LATE DR. BANAMALI DAS ALIAS BENUDHAR RAY , of PLOT NO - 63, SIRIPUR, PS - KHANDAGIRI, BBSR, DIST - KHURDA , by caste General , profession Others and finger prints affixed.

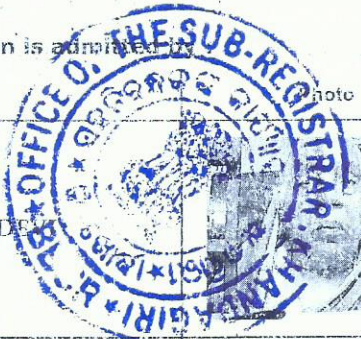
Signature of Presenter / Date: 02/08/2017

Signature of Registering officer

Endorsement under section 58

Execution is admitted by

Name	Thumb Impression	Signature	Date of Admission of Execution
NALINI DEVI	 311947010		02-Aug-2017
BIJAYA KUMAR RAY			02-Aug-2017



2. Both the parties agree that the construction of the building/commercial/residential complex 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 building/commercial complex strictly in accordance with the building/commercial complex plans to be sanctioned by B.D.A/BMC and shall not make any deviations from the approved plan or construct any un-authorized units. The Party of the Second Part assures that the building/commercial complex 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-





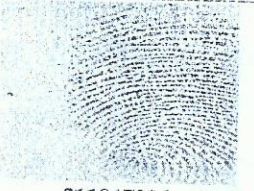


- i) **Land shall mean** the land as described in the schedule appended here to and more fully delineated in the attached rough sketch map forming a part of this document.
- ii) **Proposed building/complex** shall mean the multi-storied building/commercial complex to be constructed and executed over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

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For Harshpriya Constructions Pvt. Ltd.
 ଶ୍ରୀମତୀ ଶ୍ରୀମତୀ ରାୟ
 Director

ଶ୍ରୀମତୀ ଶ୍ରୀମତୀ ରାୟ

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		311947019		
DHANANJAYA RAY			<i>Dhananjaya Ray</i>	02-Aug-2017
		311947022		
MRUTYUNJAYA RAY			<i>Mrutyunjaya Ray</i>	02-Aug-2017
		311947036		
CHETAN KUMAR TEKARIWAL DIRECTOR MS HARSHIRIYA CONSTRUCTIONS PVT LTD.			<i>Chetan Kumar Tekariwal</i>	02-Aug-2017
		241027595		
Identified by PRAMOD KUMAR MALLICK Son/Wife of N/A of BBSR, DIST - KHURDA, by profession Others				
Name	Who	Thumb Impression	Signature	Date of Admission of Execution
PRAMOD KUMAR MALLICK			<i>Pramod Kumar Mallik</i>	02-Aug-2017



Date: 02/08/2017

Signature of Registering officer *A*

- v) **Common facilities** shall mean and include all the common areas earmarked in the building/commercial complex 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/commercial complex.
- ix) **Flats/Commercial units** mean a self contained independent /Units / building/commercial complex only.
- x) **Super built up area** shall mean the plinth area of the units/flats 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.
- xi) **PROJECT MEANS** that building/commercial complex and the land appurtenant thereto and all passages the parking space, amenities provide thereto etc at provided in BDA approved plan.

5. The land owner party of first part prior to execution of this agreement has already placed at the complete disposal of the developer party of the second part 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 _____ vide GPA ID No. _____

Though the construction of the proposed multi-storied building is essentially a joint venture of the land owner and the

6/2/2019
 Priyanka Ummar Ravey
 Harishriya Ravey
 Mrutyunjay Ravey

For Harishriya Constructions Pvt. Ltd.
 Director
 Chetan Ravey For approval

Priyanka Ranjan Ravey
 2-15h-5and Channalakesh

Book Number : 1 || Volume Number : 121
Document Number : 11131706110
For the year : 2017
Seal :
Date: 04/08/2017


Signature of Registering officer,



- 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/commercial complex plans shall be prepared strictly in accordance with the Rules, Regulations and bye laws in force. The proposed building/commercial complex shall be of a standard quality construction.
7. The developer further states that the proposed building/commercial complex 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.
- 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/commercial complex 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 they 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.
- (ii) The developer further states that they will make all efforts to complete the building/commercial complex within 42 months as stated above unless prevented by any reason or circumstances

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श्री प्रदीप कुमार राय

श्री वाराजराज राय

श्री मुरलीधर राय

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Rainish
Director

श्री प्रदीप कुमार राय

श्री भूपेन्द्र चम्म सहो

beyond their control like non-availability of labour force, building materials, Court Orders, change in building/commercial complex plans etc. which may affect the completion of the building/commercial complex or any other unforeseen circumstances.

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 building/commercial complex 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/commercial complex to be constructed and executed over the said land.
- (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/commercial complex in accordance with the approval / sanction accorded by the Authority.
- (e) Bear, pay and discharge all outgoing 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;

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Dr. Pooja Kumar Neeq

Shrawanjyoti Raut

Mr. Pratik Jyoti

For Harshpriya Constructions Pvt. Ltd.

Pooja Raut
Chetan Kumar
Treasurer

Director

Dr. Bhaskar Chawhan

- (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.
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 on dated 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 commercial units sponsored by the developers transferring the proportionate impartible undivided share in the land.
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/commercial complex 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.

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For Harshpriya Constructions Pvt. Ltd.
 मि. रमेश राय
 Director

पुष्पा राजेश राय
 2-Bhosraw Chm Sahad.

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 **50%** of Super built-up 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 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.
15. It is agreed by and between the parties hereto that marketing of the entire area to be developed in the residential complex is to be done by the project shall be developed, branded and marketed by the developer. The developer and land owners 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 commercial 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 commercial 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 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

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 Rajeev Kumar Ray

Harshpriya Ray

Mr. Rajeev Ray

For Harshpriya Constructions Pvt. Ltd.
 Chetan Kumar Prasad
 Director

Poojashree Ranjan Das

2-Bhawan Chandra Das

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;
- (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 building/commercial complex 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;

For Harshpriya Constructions Pvt. Ltd.

Arjun Kumar Prasad

Director

Prayaska Pringon Das

2- Bhavana Chandra Das

Princy Kumar Das

Shravan Kumar Das

Mr. Princy Kumar Das

- (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;
- (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/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).

20 The developers agree and undertake as follows:

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

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 श्री ०१११

For Harshpriya Constructions Pvt. Ltd.
 Chetan Kumar Gokulak
 Director

पुष्पा राजेश
 १ - Bhojand Chann Sahar

- b) To complete the construction of the entire building/commercial complex within a period of 42 months from the date of approval of the building/commercial complex 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/commercial complex 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 / commercial 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.

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Dr. Deep Kumar Ramesh
Dhananjaya Ramesh
Mudrajiyay Jay

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Ramesh
Director

2-15h Shraw Chompy Sahas

- 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.

21. SPECIFICATION FOR CONSTRUCTION OF RESIDENTIAL COMMERCIAL COMPLEX.

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

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Pratibha Kumar Ray

Dhananjay Ray

Mrunalini Ray

For Harshpriya Constructions Pvt. Ltd.

Pratibha Kumar Ray

Director

2 - Bhawan Chandra Saha

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 50% 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 first part. This shall stand as the full & final settlement & entitlement of the Land Owner against his/her/their land of **Ac.0.237** 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 50% 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.
- 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 of one full/complete flat/unit (either chosen by

महेश गौतम
 Dr. J. Jayaraman Rao
 Bhawanijaya Ray
 M. S. Raju

For Harshpriya Constructions Pvt. Ltd.
 Chetan Kumar Prasad
 Director

Piyusha Ranjan Ray

A-Bhushan Chandra

- (e) It is agreed that incase the party of the first part chooses any of the commercial units 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 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 two arbitrators selected by both the first and second party, who shall jointly appoint the third arbitrator and who shall collectively resolved 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.

2019 09 09

Dr. Pooja Kumar Ray
 Dhawanjaya Ray
 Mr. Subodh Ray

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Prasad
 Director

Pooja Kumar Ray

Dr. Bhanu Chandra

- i) 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.
- j) All accounts between the parties shall be settled at the office of the developer at 542, Saheed Nagar, Bhubaneswar, Dist.-Khurda (Odisha).
- k) 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.
- (L) 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 50% of land owner's share.
- (M) The Developer/Builder may offer on lease/rent built up spaces in the project except 50 % built up space including the proportionate undivided interest in the said land allotted towards land owner's share.
- n) 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.
- o) 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. 1131706457 dated 02.08.16 hence no further delivery of possession is required by first party entered into this agreement with the second party/developer.

सहायक
नियंत्रक

Prakash Kumar Nayak

Sharanjaya Nayak - Z
Munipanjay Nayak

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Prasad

Director

Piyusha Ranjan Nayak

2-13 h s n o Chandra Kumar

- p) 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.
- q) 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.

SCHEDULE OF LAND

Dist.-Khurda, Tahasil : Bhubaneswar, under the Jurisdiction of Sub Registrar Khandagiri, Mouza- **BARAMUNDA**, Khata No-355 Plot No-1140 consisting an area of Ac0.237 dec (Full Plot),
Kisam- Gharabari,

Bounded by

North : Road
South : Plot No-1138
East : Plot No-1141/4157
West : Plot No-1139 & 2156

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

WITNESSES :

1.

*पुन्येश राजन राव
 एम. एम. राजन राव
 At House No-101, Boudha Gharabari, Khurda
 Ph. No. 2 old town
 751012*

*Dr. Jeeves Kumar Behera
 02/08/2017
 Dhara Rajya Ray
 02/08/2017
 Mr. Subhrajay Ray 02/08/2017*

Signature of First party

2.

*Bhishm Chandra Sahu
 S/o. V.R. C Sahu
 542, Sand Darga
 Bhubaneswar*

For Harshpriya Constructions Pvt. Ltd.

*Chetan Kumar Prasad
 02/08/2017
 Director*

Signature of Second party



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Registering Officer, Khandagiri

