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27/02/19  
Chetan Bhuyan



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LT/06  
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Chetan Kumar Prasad

FOR ARNAV CONSTRUCTIONS  
Chetan Bhuyan  
PARTNER 27/02/2019

For NBER DEVELOPERS LLP  
Chetan Kumar Prasad  
27/02/2019  
DESIGNATED PARTNER

**MEMORANDUM OF AGREEMENT**

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

This Memorandum of Agreement is made and executed on this 27<sup>th</sup> day of February, 2019 (Two Thousand Nineteen).

**BETWEEN**

**ARNAV CONSTRUCTIONS** is a partnership firm, having its office at Bhabagrahi Lane, Rajabagicha, Cuttack, Dist : Cuttack, PIN-753009, having PAN- AAQFA188OL, represented through its Managing Partner **CHETAN BHUYAN** aged about 44 years, son of Sri Pradyuta Kumar Bhuyan, having; by Caste: Khandayat, by Profession: Business; Mobile No. 9583013136; (hereinafter called the First Party, which expression shall mean and includes its partners, successors, assigns and representatives) of the **First Part**.

Purnollans Barin  
Peyusha Rajan Das

ration ID No. 1121901090  
struction Cert. No. 1102190  
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date and year 27/02/19



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29 JAN 2019

Jagannath Mohapatra  
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**NBER DEVELOPERS** is a Regd. LLP firm, having **PAN- AAPFN3616G** consisting of two private limited company namely **NEELANCHAL BUILT-TECH PVT. LTD.**, and **EVERRISE COMMODITIES (P) LTD.**, having its Regd. Office at 542, Sahid Nagar, Bhubaneswar, Dist.- Khurda, represented through it's designated Partner, **MR. CHETAN KUMAR TEKARIWAL** aged about 62 years, son of Late Mana Lal Tekariwal, Mobile No.9437470000; (hereinafter called the Second Party, which expression shall mean and includes its partners, successors, assigns and representatives) of the **Second Part.**

**WHEREAS**, the land in question is covered under Khata No-106, Plot No-343 area Ac5.180 dec, Plot No-343/367 area Ac0.060 dec classification Non- Agricultural land situated in Mouza- Goda Dharmasala, PS- Jatani, Dist- Khurdha.

**AND WHEREAS** on the basis of the order passed by 2<sup>nd</sup> Additional Civil Judge, in C.S Case No-28/433 of 2012/10, the Vendor of the present Vendors had filed Rev Mis. Case No-22/2017 to correct Hal ROR in their names and accordingly the concerned Tahasildar after perusal all the relevant documents and filed enquiry have corrected the Praja Khana of Hal ROR in the name of Satya Narayan Agarwal , Bijoy Kumar Agarwal , Bhagwati Prasad Agarwal, Smt. Sangita Agarwal, Smt. Sheen Agarwal, Sri. Suroor Agarwal, & Sri. Praharsh Agarwal by deleting the name of previous recorded tenant and issued correction ROR bearing Hal Khata No-106 , Hal Plot No-343 & 343/367 in favour of above 7 (seven) recorded tenants.

AND WHEREAS now the above recorded tenants for their legal necessity have alienated the total recorded land area of Ac5.240 dec in favour of the party of the 1<sup>st</sup> part by executing 4 nos of Registered Conveyance Deeds before the Sub- Registrar, Jatani, Khurdha,

**AND WHEREAS**, the executant hereby declares that the land in question has been purchased from its rightful owners namely Satya Narayan Agarwal vide RSD No.11121900960, dated 23.02.2019 , from Bijoy Kumar Agarwal vide RSD No.11121900961, dated 23.02.2019, from Bhagwati Prasad Agarwal vide RSD No.11121900959, dated 23.02.2019, from Sangita Agarwal , Praharsh Agrwal (for self and Power holder of Suroor Agarwal vide GPA No-IV.1607-00134/2019 Dated.

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*Chetan Kumar Tekariwal*  
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For NBER DEVELOPERS LLP  
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18.02.2019), Sheen Agarwal vide RSD No.11121900962 dated 23.02.2019; all the deeds are executed and registered before Sub Registrar Jatni. Since the date of purchase the executants was/is possessing the schedule property without any dispute and having every right, title and interest there over.

AND WHEREAS from the above 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 is the exclusive, absolute and indefeasible owner of the land and he has been exercising various acts of ownership and possession over the land in question

AND WHEREAS the Party of the First Part has been nourishing a desire to construct and execute a multi-storied residential building over the land comprising independent units/flats in accordance with the building plans to be approved and sanctioned by the Bhubaneswar Development Authority/ Plan Sanctioning Authority. But since construction of a high rise building is a complicate job requiring special skills and expertise which are beyond the capabilities of the Party of the First Part, they have given an offer to the Party of the Second Part for construction of such a multistoried building. The Party of the Second Part has accepted the offer and agreed to construct and execute the proposed multi-storied building at their own cost in accordance with the building plans to be approved and sanctioned by BDA/Local Development Authority. 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 apartment complex/ Independent Duplex Houses /Villas over the said land in accordance with the building plans to be sanctioned and approved by B.D.A/BMC.

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Such building plans shall be prepared by Qualified Architects keeping in view the building norms, guidelines and parameters envisaged in the B.D.A/BMC regulations. The entire cost of preparation of building plans shall be borne by the Party of the Second Part.

2. Both the parties agree that the construction of the Independent Duplex Houses/Flats/building shall be completed in all respects within a time frame after obtaining the sanction and approval of the Bhubaneswar Development Authority/BMC and any other authority.
3. The Party of the Second Part or any of its associate or Sister Concern or joint venture Company shall construct the proposed residential/ duplex houses multi-storied building (at the own risk & responsibility of Developer) strictly in accordance with the building 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 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 anything 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 duplex houses, multi-storied residential building , unit to be constructed and executed over the said land along with other adjacent /surrounding land.
- iii) **Land owner** shall mean **ARNAV CONSTRUCTIONS** the Party of the First Part mentioned above and includes its partners, successors, legal representatives and assigns.
- iv) **Developers** shall mean **M/s. NBER DEVELOPERS LLP.**, the Party of the Second Part or any of its associate or Sister Concern of Joint venture Company (associated at

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- their risk and responsibility ) who will construct and execute the proposed building complex and includes its directors, successors-in-office, administrators and assigns.
- v) **Common facilities** shall mean and include all the common areas earmarked in the building as per the approved plans like passages, corridors, lobbies, staircases, lift, common utility areas, and other common facilities and amenities which may be provided by the developers in the complex.
- vi) **Building plans** shall mean the approved and sanctioned building plans, elevations, designs, specifications as sanctioned and approved by B.D.A/BMC and also includes any revised plans modifying the original approved plan.
- vii) **Parking Space** shall mean the designated areas/units/spaces intended for parking of vehicles.
- viii) **Architect** shall mean the principal architect-cum-project consultant appointed by the Developer for the proposed building complex.
- ix) **Flats/Commercial Units** mean a self contained independent flats/Units /residential/commercial accommodation only.
- x) **Super built up area** shall mean the plinth area of the flat together with proportionate extent of common areas and service areas as may be decided and fixed by the developers the determination of which is final.
- xi) **PROJECT MEANS** that building and the land appurtenant thereto and all passages the parking space, amenities provide thereto etc at provided in BDA approved plan.
- xii) **COMMENCEMENT OF PROJECT WORK** shall mean the developer shall start developmental work over the project land as per approved building plan within 9 months from the date of execution of this agreement or it may be extended as per mutual understanding in writing between the land owner and developer.

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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 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 27.02.19 vide GPA ID No. 1121901089 . Though the construction of the proposed multi-storied building is essentially a joint venture of the land owner and the developer it shall be the primary responsibility of the developers to prepare and submit the building plans before the B.D.A/BMC and all expenses/charges incurred for obtaining approval/sanction of such building plans shall be borne by the developer. The land owner agrees and undertake to extend all cooperation and to sign necessary applications as may be required in connection with such submission of building plans for obtaining approval and sanction from B.D.A/BMC.
6. The developer assures that the building plans shall be prepared strictly in accordance with the Rules, Regulations and bye laws in force. The proposed building shall be of a standard quality construction.
7. The developer further states that the proposed building shall be constructed under their direct supervision and shall comply with all the stipulations made by BDA/BMC and also shall confirm to all the rules and regulations of the local authorities as may be applicable.
- 8.(i) The construction of the project will be completed /finished within a time schedule of **60 months** from the date of sanction of the building plan by the Sanctioning Authority , after getting BMC NOC for drainage & sewerage works and go ahead clearance from the appropriate authority. If the

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Builder/Developers unable to complete the project in all respect within 60 months, he shall pay a prevailing 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 within 60 months as stated above unless prevented by any reason or circumstances beyond their control 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, circumstances or condition being "Force Majeure Event"), Court Orders, which may affect the completion of the building 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 residential building over the said land unless the developer violates the essential terms and conditions as agreed upon and stated in their agreement.
- (b) Not to prevent the developer from entering into negotiations with intending purchasers of flats / units for disposing or transferring the developers allocation / entitlement of the total built-up area of the building to be constructed and executed over the said land.
- (c) Not to enter into any agreement with any third party in respect of the land in question or any portion thereof and shall ensure that the land is not subjected to any charge or encumbrance.
- (d) The Party of the First Part hereby confers and vests absolute right and authority upon the developer to commence carry on and complete the construction of the multi-storied building in accordance with the approval / sanction accorded by the Authority.

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- (e) Bear, pay and discharge all outgoings such as rates, cesses, charges and taxes, payable to anybody/ authority/ statutory authority relating to the said Schedule Property pending prior to the date of execution of Power of Attorney in favor of the Second Party regarding the schedule land.
- (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.

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*Chetan Kumar Torralal*

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- 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 27.02.19 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 with written consent of the party of first party in favour of the proposed purchasers of the flats/units/duplex houses 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 plans.

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*Piyusha Kanyani Das*

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.
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 duplex houses/flats/units together with proportionate undivided interest in the land, except 33% 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/carpet area shall be calculated and determined by the party of the Second Part or their technical advisors which can not be questioned or challenged by the party of the First Part.
15. It is agreed by and between the parties hereto that marketing of the entire area to be developed in the residential/commercial complex is to be done by the project shall be developed, branded and marketed by the developer. The developer shall decide the name of the complex/project/building, after sanction of the plan.
16. That after getting approved plan, the developer will have absolute right and authority to advertise in any mode for sale of unit in the project related to its share and the developer shall be entitled to receive the earnest money and/or advance from the prospective purchaser(s) against booking of unit relating to its share in the project even before commencement of work of construction on the schedule land.
17. That, both the developer and the land owner will have independent ownership and control over their respective shares of the notionally decided built up area 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.

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

19. **Owner's Warranties**

**The Owner hereby declares, warrant and confirm that:**

- (i) There are no encroachments or unauthorized constructions on the said schedule property.
- (ii) The title of the owners to the said property is clear and marketable and free from all encumbrances and that there are no covenants and /or restrictions prohibiting or impeding the development of the said property in terms of these presents.
- (iii) He/She/They is/are in exclusive possession of the Schedule Property and no other person or party has any right, title, interest or possession therein;
- (iv) The said property, ~~is free from mortgages, charges, lien, litigation, acquisitions, attachments or other encumbrances~~ and that if at any time hereafter should any such encumbrances arise, the owner undertakes to remove and settle the same at his/her own cost to the satisfaction of the Developer;
- (v) He/She/They has/have not received any notice of acquisition or requisition of the Schedule property or any part thereof from the Government/statutory or any other Authority or court.
- (vi) He/She/They has/have not entered into any agreement for sale (whether verbal or in writing), transfer, ease, mortgage, license or any commitment of any nature in respect of the Schedule property or any part thereof nor has it entered into any agreement for sale of any premises in the proposed structures and buildings.
- (vii) He/She/They shall not hereafter create any third party interest in respect of the schedule property and/or the proposed structures and buildings or any part thereof except with the prior written consent of the Developer.

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- (viii) Neither the execution and delivery of this Agreement, nor the performance of the obligations by the Owner hereunder will result in the breach of, or default under any material agreements, to which the Owners are a party which violate or otherwise conflict with any law or any order, decree of any court or governmental instrumentality;
- (ix) There are no tenants/licenses and occupants, authorized or unauthorized, on the Development Land and no other person has any claim in respect thereof, and there are no other structures on the Larger Land including the Development Land save as disclosed herein;
- (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., concerning his 33% share only within one month from the settlement of accounts of both the parties. 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) towards his respective share.

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*Piyusha Karjane*



20 **The developers agree and undertake as follows:**

- a) The developer shall start developmental work over the project land as per approved building plan within 9 months from the date of execution of this agreement or it may be extended as per mutual understanding in writing between the land owner and developer.
- b) The construction of the proposed duplex houses/multi-storied building shall be commenced as soon as possible after obtaining the approval and sanction of the building plans from the B.D.A /BMC as well as clearances from BDA / BMC to go ahead with the construction work.
- c) To complete the construction of the entire building within a period of **60 months** from the date of approval of the building plans by the B.D.A/BMC and/or from the date of obtaining necessary clearances from BDA/BMC/or any other Agencies to go ahead with the construction work or within such extended period as may be mutually agreed upon in writing, subject to the force major conditions. If the Builder/Developers unable to complete the project in all respect within 60 months, he shall pay a prevailing rent on the land owner's share of constructed area/unit in the project for the delay period.
- d) The developer 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.
- e) It is agreed upon that any labour force / workman / technician engaged in the construction of the proposed multi-storied building by the developer shall be treated and deemed to be the employees of the developer. It is explicitly made clear that under no circumstances the land owner shall be treated or construed to be the employers of the aforesaid labourers / workmen / technicians to be engaged by the developers for construction of the proposed multi-storied building complex. Consequently, the land owner shall not be liable to pay any

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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 developer undertake to indemnify by the land owner from any such liability.

- f) 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/Duplex/Villas/Commercial establishments.

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**21. SPECIFICATION FOR CONSTRUCTION OF RESIDENTIAL COMMERCIAL COMPLEX.**

A. The Developers/Builders shall provide the following amenities in the said building.

- a) The said building shall be RCC frame structure with bricks and other standard building materials with all modern facilities.
- b) Good Indian made Steel/Aluminum windows will be provided.
- c) Flush type doors to main entrance and commercial type doors to lavatory blocks will be provided.
- d) The stair case will be Kota to be minimum 8" (eight inch) wide each rise.
- e) Concealed electrical wiring will be provided throughout the building.
- f) Water supply by deep tube well and overhead tank.

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- g) All such facilities and amenities which may be decided by the Developer/Builders from time to time will be provided.
- h) Provision for parking space.
- i) The Developer/Builders shall construct the building/duplex houses in consonance with the specified standard and shall be responsible for any damage caused due to faulty workmanship and/or substandard materials used.

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

- a) The party of the 1st Part (Land owner) will be allocated 33% of relevant Super built up area (proportionately in each floor and also proportionate to the preferred location along with proportionate four wheeler parking space 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.5.240 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 67% of the relevant super built up 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 relating to the developers share of 67%.
- b) If in case the super built-up 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 the party of the First Part or offered by the party of the Second Part) in the complex, then the Land Owners party of the First Part shall compensate the Developer party of the Second Part for that difference super built-up area. Such

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compensation shall be by way of payment of cash basing on the then selling price per square feet of that project/complex. This same modalities will be applicable vice-versa. It shall however be open to the parties to arrive at any other mode of payment of compensation as may be mutually agreed upon in writing.

23. **Residuary terms:-**

- (a) If any provisions of this Agreement is invalid or unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provisions and such provisions shall be inoperative and shall not be part of the consideration moving from either party to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein
- (b) It is hereby expressly agreed and declared that the relation of both the parties do not create any partnership or joint venture or association or persons between the parties hereto; Each of the parties hereto has undertaken obligations and has rights specified herein.
- (c) It is agreed by both the parties that all applicable taxes including GST of each others share of built up/super built up space/area shall be borne and paid by each of the parties respectively.
- (d) The conversion of the project land to be converted into Gharabari at the cost of the land owner.
- (e) Installation of transformer and substation will be done by the developer at his own cost for the entire complex. Proportionate expenditure for availing individual power supply from substation to the units of the land owner will be paid by the land owner or theirs prospective purchasers.
- (f) It is agreed that incase the party of the first part chooses any of the flat(s) after allocation of their owner's share 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

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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 .

- (g) 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.
- h) The name of the project shall be as selected by the Developer.
- i) 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.
- j) 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.

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*Chetan Bhanu*  
PARTNER

For NBER DEVELOPERS LLP

*Chetan Kumar Prasad*  
DESIGNATED PARTNER

*Deenubhano Banin*

*Purnima Ranjan Das*

- k) All accounts between the parties shall be settled at the office of the developer at 542, Saheed Nagar, Bhubaneswar, Dist.-Khurda (Odisha) or in a mutually agreed location.
- l) The Builder/Developer 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.
- (m) The Builder/Developer 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 **33%** of land owner's share.
- (n) The Developer/Builder may offer on lease/rent built up spaces in the project except **33 %** built up space including the proportionate undivided interest in the said land allotted towards land owner's share.
- o) The benefits and obligations of this Agreement shall not be directly or indirectly assigned or dealt with by the land owner to anyone else appertaining to developers share without the prior consent in writing of the developer. The developer can assign its right of obligation on its share in the project hereunder to its nominee.
- p) 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. 1121901089 dated 27.02.19 hence no further delivery of possession is required by first party entered into this agreement with the second party/developer.
- q) The Party of 1<sup>st</sup> part land owner shall delivered all the original documents in support of the project land to the party of the 2<sup>nd</sup> part developer on the day of execution of this agreement.
- r) The developer shall complete the construction of the project work in all respect simultaneously in respect of land owner share as well as their share.

For ARNAV CONSTRUCTIONS

Chetan Bhumika  
PARTNER

For NBER DEVELOPERS LLP

Chetan Kumar Prasad

DESIGNATED PARTNER

Deewankant Banin

Poojusha Ranjans Das





**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. 5©  
 Fees Paid : A(10)-100 ,, User Charges-260 ,Total 360

Date: 27/02/2019

Signature of Registering officer

**Endorsement under section 52**

Presented for registration in the office of the Sub-Registrar **Sub-Registrar JATANI** between the hours of 10:30 AM and 2:30 PM on the 27/02/2019 by **CHETAN BHUYAN MANAGING PARTNER OF ARNAV CONSTRUCTIONS**, son/daughter/wife of , of **AT-BHABAGRAHI LANE, RAJABAGICHA CUTTACK, DIST-CUTTACK**, by caste , profession and finger prints affixed.

*Chetan Bhuyan*

Signature of Presenter / Date: 27/02/2019

Signature of Registering officer.

**Endorsement under section 58**

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
CHETAN BHUYAN MANAGING PARTNER OF ARNAV CONSTRUCTIONS		 313006185	<i>Chetan Bhuyan</i>	27-Feb-2019
CHETAN KUMAR TEKARIWAL PARTNER OF NBER DEVELOPERS LLP		 241705759	<i>Chetan Kumar</i>	27-Feb-2019

Identified by **PURUSOTTAM BARIK** Son/Wife of **GOLAKHA BARIK** of **AS SAME PLACE** by profession **Others**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
PURUSOTTAM BARIK		 41086612	<i>Purusottam Barik</i>	27-Feb-2019

Date: 27/02/2019

Signature of Registering officer

**Endorsement of certificate of registration under section 60**

Registered and true copy filed in : Office of the Sub-Registrar, **JATANI**  
 Book Number : 1 || Volume Number : 22  
 Document Number : 11121901066  
 For the year : 2019  
 Seal :  
 Date: 28/02/2019



Signature of Registering officer

Print

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### SCHEDULE OF LAND

Dist- Khurda, Tahasil : Jatni, Ps-Jatni, Under Sub Registrar Jatni  
Mouza- **Gora Dharmasagar**, Correction hal Khata No. 106,  
Plot No. 343, Area : Ac.5.180 decimals, and Plot No. 343/367,  
Area : Ac.0.060 decimals, in toto one Khata, two Plots,  
total Area : Ac.5.240 decimals corresponding to Sabik Plot No. 269/351,  
264/351/354, total Area : Ac.5.170 decimals.

**BOUNDED BY :**

**North** : Rev. Road  
**South** : Rev. Plot No-342  
**East** : Rev Plot No-344 & 376  
**West** : Rev Plot No-333

Non-refundable security amount is Rs.5000/- only.

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

**WITNESSES :**

1. Purnusollano Baner  
8/0- Cate Golande Baner  
at House No. 001, Gauri Garden  
Phase-2, Old Town, BSR-2  
Dist. Khurdo.

For ARNAV CONSTRUCTIONS  
Chetan Bhunia  
PARTNER

Signature of First party

2. Peyusha Ranjan Das  
8/0- NANO Ranjan Das  
at House No. 001, Goland Garden  
Phase-2, Old Town  
BSR-2

For NBER DEVELOPERS LLP  
Chetan Suma Braiwal  
DESIGNATED PARTNER

Signature of Second party

Drafted and Prepared by

29/2/19  
(P.K. Mallik)  
Advocate, Bhubaneswar.



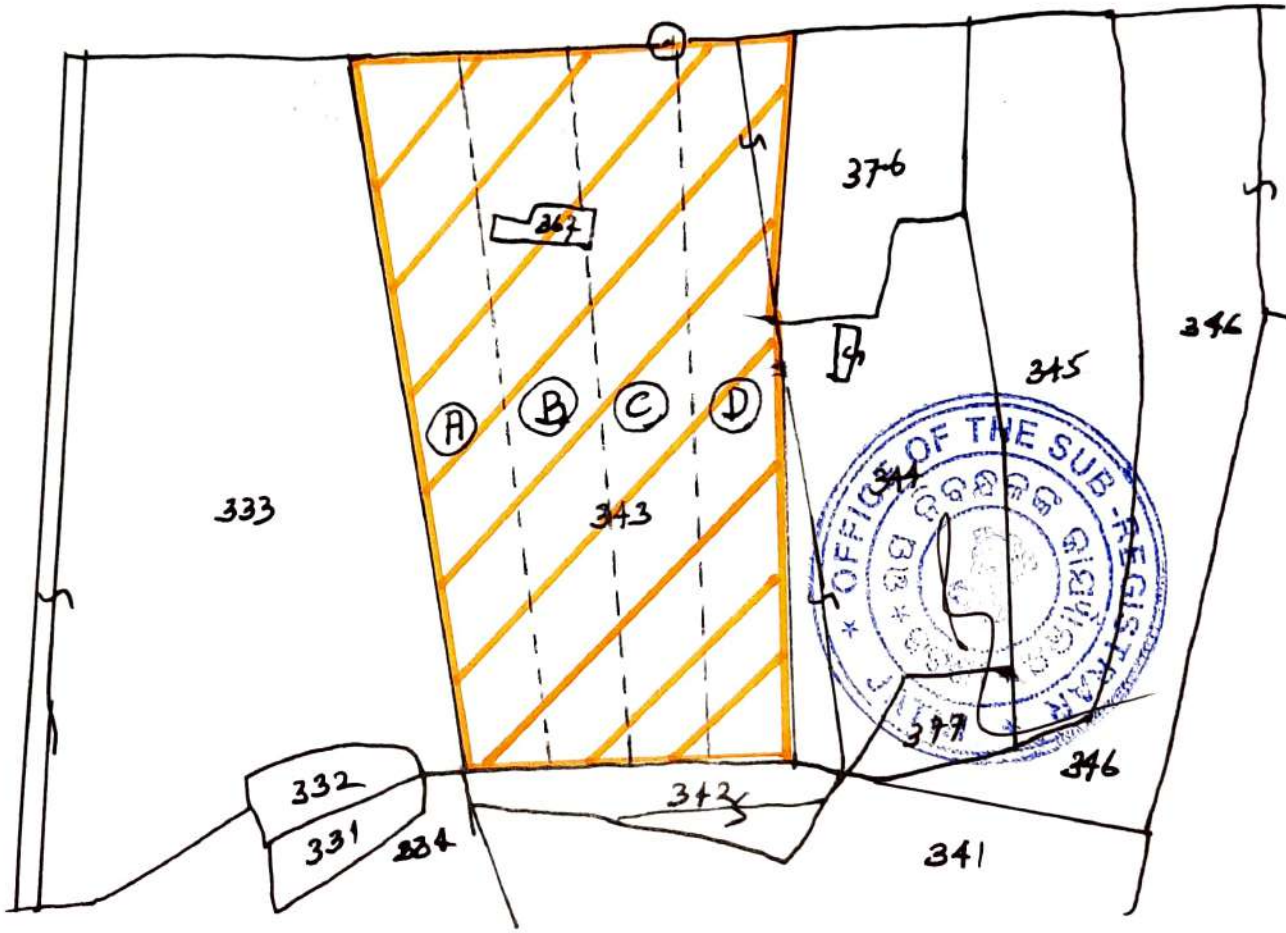
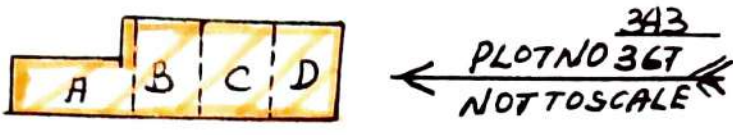
e-Registration ID No. 1101901090  
e-Registration Dist. No. 110190  
Book No. 1  
Date 29/07/19 and year 2019

*[Handwritten signature]*

29/07/19  
**REGISTERED OFFICE**  
**JAIPUR**



ଲୋକାଳୀ-ଗୋରାଧାମ ସାଗର ସ୍ଥିଟ ନମ୍ବର  
 ଥାନା- ଜଟଣୀ ନମ୍ବର  
 ପ୍ରଗଳ୍ଭା- ଗୋରାଧାମ ସାଗର-୪୪  
 ଜିଲ୍ଲା- ଫୁଲ୍ଲୁ - ଗୋରାଧାମ ସାଗର-ମାଲକାନଗିରି



**SCHEDULE OF PLOTS**

KHATA NO	PLOT NO	TOTAL AREA	SUB PLOT	A	B	C	D
106	343	AS, 180		A1: 295	A1: 295	A1: 295	A1: 295
	<del>343</del>	A0: 060		A0: 015	A0: 015	A0: 015	A0: 015
	<del>367</del>	TOTAL AREA		A1: 310	A1: 310	A1: 310	A1: 310

For ARNAV CONSTRUCTIONS  
 Chetan Bhujang  
 PARTNER

For NBER DEVELOPERS LLP  
 Chetan Kumar Prasad  
 DESIGNATED PARTNER



**Valuation Report**

Application No- **1121901090**

Registration Office- **JAT**

**DEED DETAILS**

Application Type- **AGREEMENT OF SALE WITHOUT POSSESSION**

Status- **Pending for Fee**

Application No.	Execution Date	Presentation Date	Book No.	No. of Pages	Registration No	Registrati
1121901090	27-FEB-19	27-FEB-19	1	19		

**FEE DETAILS (In ₹)**

Stamp Duty :	10	Registration Fee :	0
Consideration Amount :	5000	A(10):	100
Benchmark Value :	57880000	Incidental Fee Details	
		User Charges :	260

STAMP     E-STAMP     FRANKING

CASH     CHEQUE     DD     POS  
 NEFT     RTGS     IMPS     IFMS

CASH     CHEQUE     DD     CHALLAN  
 NEFT     RTGS     IMPS     IFMS

**FIRST PARTY DETAILS**

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present
CHETAN BHUYAN MANAGING PARTNER OF ARNAV CONSTRUCTIONS				44			FIRST PARTY/INSTITUTION			AT-BHABAGRAHI LANE, RAJABAGICHA CUTTACK, DIST- CUTTACK
Representative Name			Institution Name				Representative Address		Representative Designation	
CHETAN BHUYAN MANAGING PARTNER OF ARNAV CONSTRUCTIONS			ARNAV CONSTRUCTIONS				AT-BHABAGRAHI LANE, RAJABAGICHA CUTTACK, DIST-CUTTACK		MANAGING PARTNER	

**SECOND PARTY DETAILS**

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present
CHETAN KUMAR TEKARIWAL PARTNER OF NBER DEVELOPERS LLP				62		GENERAL	SECONDPARTY/INSTITUTION			AT-542,SAHIDNAGAR, BBSR, DIST-KHORDHA
Representative Name			Institution Name				Representative Address		Representative Designation	
CHETAN KUMAR TEKARIWAL PARTNER OF NBER DEVELOPERS LLP			NBER DEVELOPERS LLP				AT-542,SAHIDNAGAR, BBSR, DIST-KHORDHA		PARTNER	

**IDENTIFIER DETAILS**

Name	Father/Husband's Name	Address	Gender	Age	Profession	Others
PURUSOTTAM BARIK	GOLAKHA BARIK	AS SAME PLACE	MALE	0	Others	

**PROPERTY DETAILS**

District	Village/Mouja-Thana	Khata	Plot	Area	Kisam Type	Market Value	Sabak Khata No.	Others
KHURDA	GODADHARMASAGAR-34	106	343/367	0.06 Acre ( 60Decimal )	GHARA	900000	Not Available	
<b>East</b>		<b>West</b>	<b>North</b>	<b>South</b>	<b>Property Transaction Details</b>			
REV PLOT-344 AND 376		REV PLOT-333	REV PLOT	REV PLOT-342	ARAE AC 0.060DECS ONE MOUZA, ONE KHATA, TWO PLOTS, TOTAL 5.240DECS,			
KHURDA	GODADHARMASAGAR-34	106	343	5.18 Acre ( 5Acre180Decimal )	BAJAFASAL II	56980000	Not Available	
<b>East</b>		<b>West</b>	<b>North</b>	<b>South</b>	<b>Property Transaction Details</b>			
REV PLOT-344 AND 376		REV PLOT-333	REV PLOT	REV PLOT-342	ARAE AC 5.180DECS,			

The total transacted area is:5.24 acre(s).

**APPLICATION ID CREATED BY :** MEHMOOD MOHAMMAD  
**DOCUMENT ENTERED BY :** MEHMOOD MOHAMMAD