

RECEIPT UNDER SECTION 52 CLAUSE (B) (Duplicate)

Registration Office: KHANDAGIRI
Executant Name
KAMLESH KHEMKA

Year: 2022

Presenter Name
KAMLESH KHEMKA

Application Id: 1132205459

Book No : 1

Claimant Name
TAPAN KUMAR KUARNR PROPRIETOR MS
SHREE SAI GOPINATH CONSTRUCTION

has been authorised to receive the document.

Total Registration Fees Paid :

2165

Signature of the Presentant

A(10) :

2000

Incidental Fee Details

User Charges :

125

Kamlesh Khemka

Expected date of return of document :

27-Apr-2022

Date: 27-Apr-2022

Date:

Signature of the Registering Officer

Signature of the Receiver

RECEIPT UNDER SECTION 52 CLAUSE (B) (Triplicate)

Registration Office: KHANDAGIRI
Executant Name
KAMLESH KHEMKA

Year: 2022

Presenter Name
KAMLESH KHEMKA

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125

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Signature of the Receiver

Terms & Conditions :

- The Presenter should deposit this receipt duly signed by him.
- Documents other than WILL will be destroyed if not received within 2 years.
- If the document refused for registration, the registration fee shall be returned.

Back

81

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Nov 2000

221125 NO

2165

Agreement

for Development of Land

Kamesh Khemka
Varun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Tapan kumar kuanr

Proprietor

Sudhi Ranjan Meena
Yaraj Kumar Behera

48 BB
35

27.4.22 10

Rajen Kumar Khanna
P. 1002

DISTRICT TREASURY
J.P.D.A., BHUBANESHWAR
APR 2022

[Signature]
27.4.22
M. P. Mondal
S.V. Khanna S.R
SR

6 Rajen Kumar Khanna



[Handwritten mark]



Aadhar verified
27/4/22

LTI of Kamlesh Khemka
Attested by me
27/04/22



Kamlesh Khemka

LTI of Varun Khemka
Attested by me
Varun Khemka
27/04/2022



AGREEMENT FOR DEVELOPMENT OF LAND

This DEED OF AGREEMENT FOR DEVELOPMENT OF LAND at Kalinga Nagar is made and executed on this the 27th day of April, 2022.

BETWEEN

1. MRS. KAMLESH KHEMKA, aged about 49 years, Wife of Late Umesh Kumar Khemka, Aadhar Card No-8596-5335-8834, Mob No-8018075677,
2. MR VARUN KHEMKA, Son of Late Umesh Kumar Khemka, Aadhar Card No-3123-8476-6000, Mob No-9078533679, both are resident of Plot No. MB-4, Po/Ps-Laxmisagar, Bhubaneswar, Dist-Khordha, Odisha hereinafter referred as the "LAND OWNERS" which expression unless repugnant to the subject or context shall mean and include their heirs, successors, executors, administrators, and assigns of the party of the FIRST PART.

-Kamlesh Khemka
-Varun Khemka

M1- Sudhi Ranjan Malini

M2- Manoj Kumar Behera

FOR SURE SAI CHANDRA CONSTRUCTION

Tapan Kumar Kumar

Proprietor



ATTESTED
 Tapan Kumar Kuanr
 Proprietor
 FOR SHREE SAI GOPINATH CONSTRUCTION
 Tapan Kumar Kuanr

Proprietor

AND

M/s Shree Sai Gopinath Construction, represented through its proprietor Mr. Tapan Kumar Kuanr, aged about 40 years, S/o- Mr. Radhakanta Kuanr, having its office at Plot No. E-4/2, H.B. Colony, Po/Ps- Chandrasekharapur, Bhubaneswar, Dist: Khordha, Odisha Aadhar Card No-4077-2267-7041, Mob No-9937499955 hereinafter referred as the "BUILDER/DEVELOPER", which expression shall mean and include his heirs, directors, successors, executors, administrators, legal representatives and assigns of the party of the **SECOND PART.**

WHEREAS, the scheduled of property mentioned bellow stands recoded in the name of Umesh Kumar Khemka, S/o Shyam Sunder Khemka as per the

Kamlesh Khemka
 - Varun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION
 Tapan Kumar Kuanr
 Proprietor

Sudhakar Rajan Khemka
 Manoj Kumar Khemka

settlement ROR published in the year 2014-15. The scheduled of property mentioned bellow had purchased by Umesh Kumar Khemka, S/o Shyam Sunder Khemka from General Administration Dept., Govt. of Odisha vide Registered Lease Deed No. 4493, dtd. 21/07/1992 executed before District Sub Registrar, Khurda, at-Bhubaneswar and thereafter the said scheduled of property has been converted into freehold as per Conveyance Deed No. 4985 dtd. 16/05/2008 executed before Sub Registrar, Bhubaneswar. After purchasing the said scheduled property from GA Dept., Govt. of Odisha, Umesh Kumar Khemka, S/o Shyam Sunder Khemka possess the schedule property without any dispute having every right, title, interest there over and exercise various acts of ownership over the same.

AND WHEREAS the parties of the 1st part are the legal heirs of Umesh Kumar Khemka, S/o Shyam Sunder Khemka, as per legal heir certificate issued by the office of the Tahasildar, Bhubaneswar vide certificate case No-E-LHC/2021/93804 dt-13/08/2021 and as per the direction of the Hon,ble Civil Judge (Senior Division), Bhubaneswar Vide CS Case No-1554/2021 the scheduled of property fallen in the share of the parties of the 1st part, became the absolute owner, have full power & absolute authority to deal with the same in which ever manner they think proper.

Kamlesh Khemka
Umesh Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Tarun Kumar Kuann
Proprietor

Smiti Ranjan Behera

Manoj Kumar Behera



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)-2040 ,, User Charges-125 ,Total 2165

Date: 27/04/2022

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 10:00 AM and 1:30 PM on the **27/04/2022** by **KAMLESH KHEMKA**, son/daughter/wife of **LATE UMESH KUMAR KHEMKA**, of **PLOT NO-MB-4,PO/PS-LAXMISAGAR,BBSR**, by caste **General**, profession **Others** and finger prints affixed.

Kamlesh Khemka

Signature of Presenter / Date: 27/04/2022

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
KAMLESH KHEMKA		 315330768	<i>Kamlesh Khemka</i>	27-Apr-2022
VARUN KHEMKA		 315330770	<i>Varun Khemka</i>	27-Apr-2022
TAPAN KUMAR KUANR PROPRIETOR MS SHREE SAI GOPINATH CONSTRUCTION		 243200301	<i>Tapan Kumar Kuanr</i>	27-Apr-2022

Identified by **SUDHI RANJAN MOHANTY** Son/Wife of **N/A** of **SAME PLACE** by profession **Others**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SUDHI RANJAN MOHANTY		 42291460	<i>Sudhi Ranjan Mohanty</i>	27-Apr-2022

The party of the 2nd part approached the parties of the 1st part to construct a Residential Building on the below scheduled property and also assured to complete the project in time keeping in view the demand of today's Residential requirements. The parties of the 1st party after being convinced by the party of the 2nd part, have agreed to give the below scheduled property to the party of the 2nd part for development of Residential Building as per the terms and conditions mentioned herein below.

NOW THIS INDENTURE WITNESSTH AS FOLLOWS:-

1. By virtue of the recitals herein contained the owners represents and declares that they are competent and absolutely seized and in possession of the land in question as set out in the schedule given below as the paramount owners of the land. The parties of the 1st part convey, vest and assign upon the developer the right to undertake construction of Residential Building over the land. The developer shall construct/built and erect the said building over the said property in accordance with the plans to be approved by the Bhubaneswar Development Authority and shall deal with various portions of the said building on the terms and conditions herein contained along with the conditions laid down herein. The entire cost of preparation of building plans shall be borne by the developer and whereas all the cost for correction of

Kamlesh Khemka
Varun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Tarpan Kumar Khanna
Proprietor

Savitri Rajan Debnath

Manoj Kumar Behera

Date: 27/04/2022

Signature of Registering officer

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the Sub-Registrar, KHANDAGIRI

Book Number : 1 || Volume Number : 93

Document Number : 11132205009

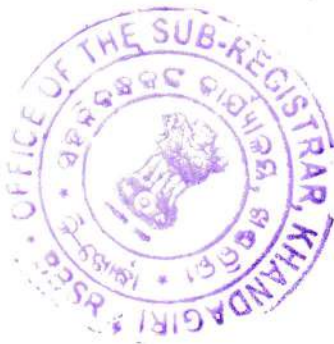
For the year : 2022

Seal :

Date: 27/04/2022

Signature of Registering officer

Print



ROR of the scheduled of property shall be borne by the parties of the 1st part.

2. The entire Residential Building shall be completed and handover within a period of 30 (Thirty) months i.e. 6 (Six) months for obtaining BDA/Municipality approvals from the concerned authority for construction and another 24 (Twenty Four) months for completion of the project work, from the date of entering into this agreement and registered General Power of Attorney, including owners share of 50% i.e. entire 3rd and 4th floor of the said building, upon the 5th floor one unit for the owners share as per approved building plan and another of the builder share. The above said 24 months shall be calculated as and when the paper work completed i.e. obtaining BDA/Municipality approvals. If during the agreed period the land owners share has not been handed the party of the 2nd part agreed to pay rent of Rs.15,000/- per flat of the owner's share of 50%.

Kamlesh Khemka
Varun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION
Tarpan Kumar Kumar
Proprietor

3. The developer shall construct the Residential Building according to the plan and permission accorded by the Bhubaneswar Development Authority or any local authority and shall not construct any illegal or unauthorized unit or units and if they do so it would be entirely at their cost and risk and the owners shall not be liable for its

Sudhi Ranjan Das
Anand Kumar Behera

consequences. The developer shall assure about the exclusively quality and standard of construction of the building.

4. DEFINITION

- a. **PROPERTY** shall mean the entire plot described in the schedule mentioned below and marked in the general revenue plan signed by both the parties which forms a part of the agreement.
- b. **BUILDING** shall mean the buildings/apartments to be constructed / erected over the said land as proposed in the general revenue plan signed by both parties.
- c. **OWNER** shall mean present land owners include their heirs, successors, representatives, executors, administrators and assigns/nominees.
- d. **DEVELOPER/PROMOTER** shall mean a proprietor firm in the name and style of **M/s Shree Sai Gopinath Construction**, Bhubaneswar shall include its Proprietor, successors in office and the legal heirs of the developer/promoter.
- e. **COMMON FACILITIES** shall mean and include corridors, straight ways, staircase, lift, passage ways, road and other facilities whatsoever required for maintenance and or management

Kamlesh Khemka
Varun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Tarun Kumar Khanna

Proprietor

Sudhi Ranjan Mishra
Ajay Kumar Behara

of the said building and enjoyment of various portions of the said building to be approved by Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation.

- f. **BUILDING PLAN** shall mean the plan to be sanctioned by Bhubaneswar Development Authority (BDA)/ Bhubaneswar Municipal Corporation (BMC) or any local authority and its higher authorities or such other plan/plans with such modifications or alterations which may be made there to with the consent of the owner from time to time subject to the approval of the competent authority or BDA/BMC for the purpose of erecting the building.
- g. **UNIT** shall mean such individual Residential unit/flat Residential Building in the proposed building complex.
- h. **PROJECT** shall mean the building/complex/apartment and the land there to including all passages, the parking space, amenities provided thereto etc. signed by both the parties and shall be approved by the authorities of BDA/Local Development Authorities or its higher authorities.

Kamlesh Khemba
Vasun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION
Tapan Kumar Khanna

Proprietor

Sudhish Ranjan Behera
Manoj Kumar Behera

5. COMMENCEMENT

- a. This agreement shall commence on and from today i.e. 27th day of April, 2022 (Two thousand Twenty-two).
- b. Possession: Possession of the vacant schedule land is handed over by the land owners today i.e. date of execution of this agreement.
- c. All the Certified / attested / original documents relating to the title of the schedule land handed over by land owners to the developer on the day signing of this agreement.

Kamlesh Khemka
Varun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Tarun Kumar Kumar
Proprietor

6. CONSTRUCTION

- a. That the builder/developer agrees to develop the said land at its own cost/risk and expenses and with its own resources as per the approval of building plan. The owners agree, in accordance with this agreement to place at the complete disposal of the builder/developer, the physical possession of the said land is handed over today for construction of the building as per the approved plan of the concerned authorities.
- b. It is hereby mutually agreed that consultants like architects, structural engineers and for this project shall be appointed by the party of the 2nd part.

Sudhi Rajan Meelina
Chandhymare Behera

c. That the building plan will be in accordance with rules and regulations lay down by the Bhubaneswar Development Authority/ Bhubaneswar Municipality. The Building(s) shall be of good construction as per approved plan of Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation. The owner shall have the right to inspect the construction at all reasonable times.

Kamlesh Khemka
Vasun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Tapan Kumar Kumar

Proprietor

d. The owners or their attorney holder shall apply to the Bhubaneswar Development Authority/Bhubaneswar Municipal Corporation for requisite approval/permission/sanction of the building plan to enable them to construct/erect the building complex over the said land in accordance with the Zonal plans and regulations in force for the said area. Subsequently the builder/developer may make or agree to make such variation in the design or plan as may be required or considered by them desirable or necessary subject to due approval of the concerned authorities with the commencement of Construction.

Sudhi Ranjan Behera

Manoj Kumar Behera

e. It is mutually agreed that the entire complex shall have absolute uniformity with regards to both parties share.

- f. The Residential Building over the said land shall be constructed under the direct control supervision and guidance of the developer or its agents and so also the owners reserve their right to inspect construction monitor, construction activities from time to time.
- g. The developer shall comply with the requirements and requisitions of the Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation and/or other local authorities relating to the construction of the said Residential Building on the said land and shall obtain necessary approval from the authorities concerned.
- h. The land owner's share of spaces/units/parking spaces shall be allotted in their favour after sanction of the building plan.
- i. The developer shall complete the project smoothly within the stipulated time period as mentioned above.
- j. If any dispute creates or arises relating to the said complex, leading to delay in the construction process of the proposed Residential Building the developer & Land Owners shall mutually decide to avoid such unpleasant situations as far as possible.

Kamlesh Khemka
Varun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Tarpan Kumar Kumar
Proprietor

Sudhi Ranjan Behera

Gyanaj Kumar Behera

7. COMPLETION

Completion of the project means completion of construction work of the proposed Residential building/complex strictly as per the approved plan and terms & conditions to be laid down by BDA/BMC.

Kamlesh Khemka
Vasun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Tapan Kumar Kumar
Proprietor

8. OWNER'S OBLIGATION

The owners hereby agree and convent with the developer/builder as follows:

- I. Not to cause any interference or hindrance in the construction of the said Residential Building over the said land, unless the developer act in a manner violating or inconsistent to the terms of this agreement/contract.
- II. Not to enter into any agreement, transfer, convey, assign, encumber or deal with said property or any portion thereof with any third party during existence of the agreed period and shall duly convey and transfer the proportionate lands/units to the Developer/Builder or its nominee any time after completion of the complex.
- III. The owners give authority/grant and express permission to the developer to enter upon the said property and shall have absolute authority and competency to commence, carry on and

Sudhi Ranjan Mehera
Gyanaj Kumar Behera

complete the development of the land in accordance with the permission granted. The said grant to develop the property is personal and is not transferable.

IV. The owners and consenters hereby enters into this agreement with the developer and they declare that they have not agreed, committed, constructed or entered into any agreement with any other person(s) in respect of the schedule property and charge or encumbrances on the said property and has not done any act, deed or thing by reasons whereof, the development of the ~~said property may be affected~~ in any manner.

V. That the land owners shall obtain permission/ clearance for construction of Residential project from Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation as and when required for viability of the said project at the cost of the developer.

Kamesh Khemka
Vasun Khemka

Sudhakar Rajan Venkatesh

Manoj Kumar Behera

FOR SHREE SAI GOPINATH CONSTRUCTION

Tapan Kumar Kuanr

Proprietor

9. SCHEDULE DETAILS OF SPECIFICATIONS FOR CONSTRUCTION OF RESIDENTIAL BUILDING.

a. SCHEDULE DETAILS OF SPECIFICATION FOR CONSTRUCTION:

Staircase	Kajaria/Jhonsons (Skirting) Granite	Stainless Steel Railing	Oil Bound with JK/ Birla Putty with titles for handames
Lobby/ Corridors	Matt finish Tiles with Matching Skirting		Staircase liffacia/liffa cia/Granite tiles.
Power Backup	Provision for power Backup for all common areas & essential services & one fan & one light of each room (500 watts each) (Good quality D.G. Set) Kirloskar		
Structure	Earthquake – resident RCC framed structure with columns & beams RCC Flooring/stone Masonry of premium quality		
External Façade	Weather proof paint (Asian paints or equivalent)		
Dining	One pedestal coloured/while wash basin with back up mirror (3"x4")		

Kamlesh Khemka
Vasun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION
Tapen Kumar Kumar
Proprietor

Sudhi Rajan Newland?
Cyano's Kemok/Behera

Doors	Decorative main door Teak wood door with eye piece, bath board room doors and inside board doors water proof.			
Structure	Concrete to be used is premix by Lafarge/Novoco/Mahasakti/ Ultratech, Rods to be used are that of Tata steel or VZG Steel or Jindal.			
Toilets	All colour/matching of ceramic anti-skied tile and full wall cover with tile.			
LOCATION/ AREA	FLOORS	FITURE FITTINGS	& WALLS	EXTERN AL DOORS & WINDO W
Living room	Vitrified Tiles (2' x 2') with skirting of kajaria/Johnson or equivalent	Modular switches/socket of brand legrand or Havels or Equivalent	Two Wardrobe each with JK/Birla Putty with premium garnishing at the ceiling end.	All doors are paneled with flush door with premium laminate & premium hardware fittings

Ramesh Khemka
Varun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION
Tapan kumar kumar
Proprietor

Sudhi Rajan Neelap
Manoj Ganare Behera

				all windows colour Alluminium or UPVC or equivalent.
Dining Room	Vitrified Tiles (2' x 2') with skirting of kajaria/Johnson			
Bedrooms	Vitrified Tiles (2' x 2') with skirting kajaria/Johnson	Modular switched/socket of brand legrand or equivalent AC points		
Master Bedrooms	Vitrified Tiles (2' x 2') with skirting kajaria/Johnson	Modular switched/socket of brand legrand or equivalent AC points		
Toilets	Anti-skid ceramic tiles	Sanitary & CP fittings of	Premium quality	

Kamlesh Khemka
Vasun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION
Rajon Kumar Kumar
Proprietor

Sudhi Rajan Mahesh
Manoj Kumar Behera

	premium quality kajaria or equivalent	premium brands like Hindware Jaguar, Kohler, Roca, Paryware or equivalent brand	designer ceramic tiles up to roof level & oil paint with JK/Birla Putty	
Windows	Aluminum Hindalco			
Kitchen	Vitrified Tiles kajaria/Johnson	Granite counter stainless steel sink with drain board & CP fitting	Ceramic tiles above counter (4ft.) & oil paint with JIK	Plain kitchen draws and cabin with partition wall
Balconies	Matt finish ceramic tiles with matching	Stainless steel railing	Weather proof paint	

N.B-The termite treatment done by the Developer and shall give the ~~warranty certificate~~ of the said treatment to the Land Owner.

Kamlesh Khemka
Varun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION
Rajon Kumar Kumar
Proprietor

Sudhi Rajan Neelima
Manoj Kumar Behera

10. DEVELOPER/BUILDER OBLIGATION

- A. The exercise relating to the development of the said Residential Building shall commence with effect from the date of entering/executing into this Agreement & Registered General Power of Attorney.
- B. To complete / finish the construction and erection of the complex within 24 months after obtaining due approvals/clearance from local authority i.e. BMC, Bhubaneswar Development Authority, PHD etc.
- C. Not to violate or contravene any statutory provisions rules, regulations etc. applicable for construction of the said building complex.
- D. Any labourers or workers engaged for the construction of the building by the developer will be the employees of the developer. The owners shall have no relationship with the aforesaid employees and any amount that may be paid under, any agreement, labour dispute or under workmen's compensation or damage are the sole responsibility/liabilities of the developer and the owners shall not incur any liability for the same.

11. RESIDUARY TERMS AND CONDITIONS

- (i) The owners, parties of the 1st part shall be entitled to get 50% of Residential built up area towards agreed owner's share of the total built up area with

Kamlesh Khemka
Varun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION
Tapan Kumar Kuamr
Proprietor

Sudhi Ranjan Mallick
Manoj Kumar Behera

finished Residential units/flats as per the specification made.

- (ii) That the land owners will get 50% of total car parking space towards the land owner's share party of the first part and the balance car parking spaces are specified as of the builder's/developer's allocation. The land owners & the builder shall have proportionate right over the common utility areas in the whole complex.
- (iii) That the Building to be constructed shall comprise of Stilt + 5 floors or as per the norms of BDA/BMC.
- (iv) That if any further construction is allowed by the Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation above and over Stilt + 5 floors then the owners will be entitled to get his 50% of Residential area of the construction area as the land owner's additional shares as above.
- (v) In consideration of the terms hereby agreed upon, the Owners and consenters conveys, assigns and absolutely vests upon the developer the right of development/ construction on the said land and also their rights to and assign, mortgage, lease/rent balance constructed built up area i.e. 50% of total built up area only except land owner's share i.e. 50% in the said complex with proportionate share

Kamlesh Khemka
Varun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Sai Gopinath Khemka

Proprietor

Sudhakar Ranjan Behera

Manoj Kumar Behera

in the land and the possession of the unit shall be handed over to the prospective purchasers/ society/ tenant/ association etc.

- (vi) That the developer, the party of the 2nd part hereby undertakes that it shall keep indemnify to the land owners from any loss / damage whatsoever in respect of the owner's share.
- (vii) The Developer shall have the right to enter into agreement with intending purchasers of units, charge assign/mortgage/lease/rent and left out 50% of the total built up area only confined to their share to any financial institution and the Owners shall not raise any objection to such assignment or negotiation. It is hereby agreed that the Developer shall have the right to finalize, settle and negotiate the terms of the built-up area/units, except land owners share in the proposed complex, at such rate as the Developer in its absolute discretion think proper.
- (viii) The builder reserves the right to execute necessary sale deeds/lease deeds/mortgage deeds/rent deed and/or other deed of conveyance in respect of any buyer/leasee directly in respect of its share only, i.e. 50% of saleable area or avail finance from the financial institution for construction of the said project as per the permission granted by

Kamlesh Khemka
Varun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Tapan Kumar Kumar

Proprietor

Swathi Rajan Reddy
Manoj Kumar Behera

Bhubaneswar Development Authority/
Bhubaneswar Municipal Corporation.

- (ix) The Developer shall be at liberty to appoint its own contractors, staffs, supervisors, managers, engineers, to carry out the construction work and owners will not have any objection for the same.
- (x) The installation of power back up DG set, transformer and substation will be done by the developer at its own cost for the parties of the 1st part and other buyers/purchasers will share the cost for the said installation.
- (xi) The developer will construct pump room, overhead water tanks and to fit TV antenna or wireless system and elevator/lift in or over the said building at its own cost.
- (xii) That the Developer shall have the right to receive, from the intending purchasers/tenants any earnest money and/or booking amount and also the balance of cost/advance of units and to grant receipts, execute such conditions as may be deemed necessary and present the same for registration/rent deeds of the built up areas pertaining to builders allocation in the proposed Residential Building only after allocating the land owner's share.

Kamesh Khemka
Vasun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Tapam kumar kumar
Proprietor

Sneha Kishan Uadani
Manoj Kumar Behera

The owners hereby agreed to ratify and confirm all acts, the Developers shall lawfully do and to execute and perform or cause to be executed and performed all such acts which shall not affect any way to the interest of the land owners/ Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation/ local development authority.

- (xiii) That in the event of construction/ handing over possession of units/flats to intending purchasers of residential building, the parties of the 1st Part shall not be held responsible in any way if the party of the 2nd Part unable to full fill it's obligation towards the promise made to the intending purchasers.
- (xiv) Without prejudice to the right and interest of the owners (parties of the first part) hereby agrees to execute a registered power of attorney in favour of the developer (party of the second part), which in fact they have executed today and signs necessary documents, letters, which may be required for carrying out the construction of the proposed complex and to render all help and assistance to the Developer to facilitate the construction of the proposed building on the said plot of land as schedule.

Kamlesh Khemka
Varun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Tapan Kumar Kuamr
Proprietor

Sudhiti Rajan Dealing?

Manoj Kumar Behera

(xiv) That the owners shall remain liable to encumbrance, if any in respect of the said land up to the date of this Agreement and the Developer will remain liable for all Encumbrance/liabilities arising after that date of agreement in relation to the proposed construction subject to the conditions lay down by Bhubaneswar Development Authority/Bhubaneswar Municipal Corporation.

Kamlesh Khemka
Vasun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Tapan kumar Kuamr
Proprietor

(xv) Both the owners and the Developer shall be the right to use for specific performance of this contract/agreement or any supplementary contract for enforcement of this contract and suing party shall also have a right to recover cost and damages if any.

(xvi) That the owners authorizes the builder or its nominee / nominees as their attorney/attorneys by executing documents duly registered for submitting and pursuing applications to various authorities for requisite permission, approvals, sanctions of building plans etc. in connection with the Development / Construction and completion of the purposed complex. All the cost in this respect shall be borne by the Developer/Builder.

Sudhi Rajan Behera
Manai Kumar Behera

12. MISCELLANEOUS

The name of the proposed complex has been selected as "SAI UMESH ENCLAVE".

13. **ARBITRATION**

In case of any dispute or difference that arises between the parties during the progress of or after construction or abandonment of the work, pertaining to the construction of any term or covenant spelt out in this contract or any clause thereof or relating either to the said building work or any incidental and ancillary dispute / difference arising out of this contract or any other supplementary contract disputes relating to payment and non-payment entitlement between the parties etc. shall be referred to an Arbitrator to be nominated by the owners and the builder jointly and acceptable to both whose decision shall be final and binding on both the parties.

14. That the property will remain under the disposal of the Developer after giving the total agreed share to the owners till the formation of the society or maintenance by third party and till ultimate handling over the land and building to the society or as may be decided and finalized by the developer and the owner jointly.

15. **JURISDICTION**

All disputes between the parties hereto shall be settled within the jurisdiction of Bhubaneswar City.

Kamlesh Khemka
Vasun Khemka

FOR SHREE SAI GOPINATH CONSTRUCTION

Tapan Kumar Khemka

Proprietor

Sudhi Ranjan Behera
Manoj Kumar Behera

SCHEDULE OF PROPERTY

(Under Sub-Registrar, Khandagiri, Bhubaneswar)

Mouza- Ghatikia, Tahasil- Bhubaneswar, SRO- Khandagiri, GA Plot No-168(c) Drawing No-B/360, Kalinga Nagar, Area-Ac0.124dec. i.e.60'X90'=5400sqft. corresponding to revenue sabak Plot No. 51 (Pt), Sabak Khata No. 443 (Anabadi) corresponding to Khata No-2023, Plot No-308, Area A0.124dec. Kisam- Gharabari, Status- Sthitiban (A sketch map of the schedule land and a general revenue plan of the proposed building/complex both attached herewith duly signed by both the parties).

IN WITNESSES of the parties have thereon to put, set and subscribed their respective hands and seal after fully understood the contents of this agreement on the date, month and year above written.

WITNESS:

1.

Kamlesh Khemka

Sudhi Ranjan Muneri
K3B-250, Kalinga Nagar
Bhubaneswar.

27/04/2022

SIGNATURE OF THE FIRST PART

2.

Manoj Kumar Behera
Plot No-172 Bafujihogor
B.BSR

FOR SHREE SAI GOPINATH CONSTRUCTION

Tapan Kumar Kumar

Proprietor

SIGNATURE OF THE SECOND PART

This document is accepted by me
as per the instructions



Adv. BBSR

Valuation Report

Application No- **1132205459**

Registration Office- **KHANDAGIRI**

DEED DETAILS

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

Status- **Pending for Fee collection**

Application No.	Execution Date	Presentation Date	Book No.	No. of Pages	Registration No	Registration Date
1132205459	27-APR-22	27-APR-22	1	4		

FEE DETAILS (In ₹.)

Stamp Duty : 10
 Consideration Amount : 100000
 Benchmark Value : 0

Registration Fee : 0
 A(10): 2000
 Incidental Fee Details
 User Charges : 125

STAMP E-STAMP FRANKING

CASH CHEQUE DD POS
 NEFT RTGS IMPS IFMS

CASH CHEQUE DD CHALLAN POS
 NEFT RTGS IMPS IFMS

FIRST PARTY DETAILS

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address
KAMLESH KHEMKA	HUSBAND	LATE UMESH KUMAR KHEMKA	FEMALE	49		General	FIRST PARTY/SELF	YES	YES	PLOT NO-MB-4,PO/PS-LAXMISAGAR,BBSR
VARUN KHEMKA	FATHER	LATE UMESH KUMAR KHEMKA	MALE	20		General	FIRST PARTY/SELF	NO	YES	PLOT NO-MB-4,PO/PS-LAXMISAGAR,BBSR

SECOND PARTY DETAILS

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address
TAPAN KUMAR KUARN PROPRIETOR MS SHREE SAI GOPINATH CONSTRUCTION				40		GENERAL	SECONDPARTY/INSTITUTION			PLOT NO-E-4/2, H B COLONY,PO/PS-C S PUR,BBSR
Representative Name		Institution Name				Representative Address		Representative Designation		
TAPAN KUMAR KUARN PROPRIETOR MS SHREE SAI GOPINATH CONSTRUCTION		MS SHREE SAI GOPINATH CONSTRUCTION				PLOT NO-E-4/2, H B COLONY,PO/PS-C S PUR,BBSR		PROPRIETOR		

IDENTIFIER DETAILS

Name	Father/Husband's Name	Address	Gender	Age	Profession	ID Proof
SUDHI RANJAN MOHANTY		SAME PLACE	MALE	0	Others	0

PROPERTY DETAILS

District	Village/Mouja-Thana	Khata	Plot	Area	Kisam Type	Market Value	Sabak Khata No.	Sabak Plot No.
KHURDA	GHATIKIA-50	2023	308	0.124 Acre (124Decimal)	GHARA BARI	0	Not Available	Not Available
East	West	North	South	Property Transaction Details				
NM	NM	NM	NM	AGREEMENT AREA AC0.124DEC,DRNG NO-B/360,GA PLOT NO-168(C)				

The total transacted area is:0.124 acre(s).

APPLICATION ID CREATED BY : DEBAJANEE KAR
 DOCUMENT ENTERED BY : JYOSHNA NAYAK