

SL No 473  
02/06/17

भारतीय गैर न्यायिक

Rs. 100

ONE HUNDRED RUPEES



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उड़ीसा ORIS

**PRATAP KUMAR DALABHERA**  
ADVOCATE & NOTARY PUBLIC,  
BHUBANESWAR  
REGD. No-ON-46/2009  
GOVT OF ODISHA



*Rabi narayan Behera*

**AGREEMENT FOR CONSTRUCTION OF MULTI STORIED  
RESIDENTIAL COMPLEX AT MOUZA - ANDILO UNDER  
TAHASIL - BALIANTA AND DIST.-KHURDA ON SHARING  
DATE AND PLACE OF EXECUTION :**

This Deed of Agreement is made and executed on this 2<sup>nd</sup> day of June'2017 at Bhubaneswar.

**NAME & ADDRESS OF FIRST PARTY / LANDOWNER :-**

(1) RAMA BEHERA @ RAMA SUNDARI BEHERA, aged about 68 years, W/o-Late Bauribandhu Behera, by profession - Housewife, (2) RABI NARAYAN BEHERA, aged about 53 years, by profession - Service (3) RATIKANTA BEHERA, aged about 50 years, by profession - Service (4) MANORANJAN BEHERA, aged about 43 years, by profession - Business, all are S/o-Late Bauribandhu Behera, SI No.1 to 4 are resident of Bhubanpur, Po/Ps-Balianta, Dist.-Khurda,

- 1 Rama Sundari Behera
- 2 Rabi narayan Behera
- 3 Ratikanta Behera
- 4 Manoranjan Behera
- 5 Pratima Sankar Behera



*Savakanta mohanty  
Pradip Kumar Mohanty*

**M/s. Archi Tech Creations**  
*Toushar Mehta*  
Partner

~~207~~  
207

21/2/17

DISTRICT TREASURY  
KHURDA, BHUBANESHWAR  
14 FEB 2017  
ADDL. TREASURY OFFICER

Jambeswar Majhi

A Khus  
Majhi

Jambeswar Majhi

17/02/2017  
14 FEB 2017

IN CHARGE  
ORDER  
COURT  
18

17/02/2017



Ratiagati Behra

Manoranjan Behera

(5) PRATIMA SASMAL @ BEHERA, aged about 54 years, W/o-Biswambar Sasmal, , by profession - Housewife, resident of Padhan Sahi, Po-Kuha, Ps-Airfield, Dist.-Khurda, all are by caste - Gopal (hereinafter called the "FIRST PARTY MEMBERS LANDOWNERS" which expression unless excluded by repugnant to the subject or context shall mean and include the heirs, successors, assigns and legal representatives etc.) of the ONE PART.



- 1
- 2 Ratinanjan Behra
- 3 Ratiagati Behra
- 4 Manoranjan Behera
- 5 Pratima Sasmal. Behera

**NAME AND ADDRESS OF SECOND PARTY / DEVELOPER :-**

M/s. ARCHI TECH CREATIONS, a Regd. Partnership Firm duly incorporated under the Partnership Act,1932, having its Regd. Office at Plot No.879/1847, Bhagabat Sandhan Colony, Lane-14, GGP Canal Road, Rasulgarh, Bhubaneswar, Dist.-Khurda, Odisha, PIN-751010, represented through its Partner JAMBESWAR MAJHI, aged about 43 years, S/o-Dwarikanath Majhi, by caste - Khandayat, by profession - Business (hereinafter called the "SECOND PARTY / DEVELOPER", which expression unless excluded by or repugnant to the subject or context shall mean and include its administrators, executors, successors, assignees and legal representatives etc.) of the OTHER PART.

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Pradipta Kumar pati



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Jambeswar Majhi  
Partner



Pratima Sasamal Behera

Jambeswar Mehta

WHEREAS, the landed property morefully described in the schedule below (hereinafter called the "Schedule Property" in short; stands recorded in the name of the 1<sup>st</sup> Party Members and they are in peaceful and uninterrupted possession over the same without any dispute, having every sorts of right, title, interest and possession in their favour.



- 1 Pratima Sasamal Behera
- 2 Rabinanya Delya
- 3 Pratima Sasamal Behera
- 4 Manojkumar Behera
- 5 Pratima Sasamal Behera

AND WHEREAS, the Second Party being a Developer / Promoter, deals with construction of different Housing Projects in around capital city of Odisha, Bhubaneswar and its nearby places and desirous of starting a new project of Multistoried Residential Housing Complex in the said locality where the schedule of property is situated.

AND WHEREAS, the First Party/ Landowner have nourished a desire to raise Multistoried Residential Building/ Complex/ Apartment over the schedule property in accordance with the plan(s) approved by the concerned authority BDO, Baliana vide Permission No.130/Baliana GP, dtd.25.06.2010 but since the First Party/ Landowner has neither technical expertise, knowledge nor financial resource(s) for which he has given a proposal to the Second Party/ Developer who has much knowledge and experience

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Pradipita Kumar Patil



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Jambeswar Mehta  
Partner

regarding construction of different housing complex and after negotiation, the Second Party/ Developer has agreed to develop the below mentioned schedule property for construction of Residential Housing complex on sharing basis and both the parties decided to execute this agreement with the following terms and conditions which runs as follows:-

Now this indenture witnesseth and it is hereby agreed by and between the parties hereto as follows:-

**ARTICLE-1 DEFINITION / PARTICULARS OF MEANING :**

- 1.1 **OWNER** - Shall mean the First Party Members namely Rama Behera @ Rama Sundari Behera & others include their heirs, successors, assignees and legal representatives.
- 1.2 **OWNER'S ALLOCATION** - Shall mean 38% of the total approved area of the proposed multistoried residential building / complex/ apartment which includes proportionate right, title, interest in the land, common facilities and amenities including right to use thereof at the aforesaid premises. The Owner's Allocation 38% includes Flat No.101 (3BHK), Flat No.102 (3BHK), Flat No.103 (3BHK), Flat No.104 (2BHK) Flat No.105(2BHK) & Flat No.106 (3BHK) in the First Floor , Flat No.401 (3BHK), Flat No.405 (2BHK), Flat No.406 (3BHK) in the 4<sup>th</sup> Floor i.e. in total 9 Nos. of Flat
- 1.3 **DEVELOPER** - Shall mean the Second Party, a Regd. Firm in the name and style as "M/S. ARCHI TECH CREATIONS" along with its Developers, successors, assignees and legal representatives etc. in interest.

- 1.4 **DEVELOPER'S ALLOCATION** - Shall mean 62% of the total approved area of the Multistoried Residential Building /

- 1
- 2 Rabinanya Behera
- 3 Ratinandi Behera
- 4 Manoranjan Behera
- 5 Pratibha Susamal Behera

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Bhubaneswar Odisha  
Partner

Sovakanta Mohanty  
Pradip Kumar Patil

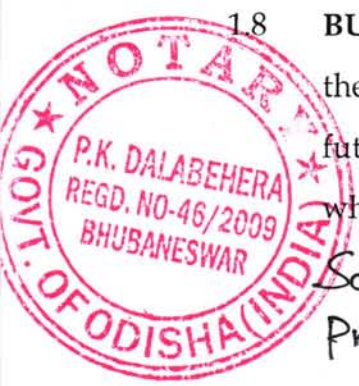


Complex/ Apartment to be constructed over the schedule of property including the proportionate right, title, interest in the land, common facilities and amenities including the right to use thereof at the said premises upon construction of the aforesaid Building/ Complex/ Apartment. The Developer's Allocation 62% includes Flat No.201 (3BHK), Flat No.202(3BHK), Flat No.203 (3BHK), Flat No.204 (2BHK), Flat No.205 (2BHK), Flat No.206 (3BHK) in the 2<sup>nd</sup> Floor, Flat No.301 (3BHK), Flat No.302 (3BHK), Flat No.303 (3BHK), Flat No.304 (2BHK), Flat No.305 (2BHK), Flat No.306 (3BHK) in the 3<sup>rd</sup> Floor, Flat No.402 (3BHK), Flat No.403 (3BHK), Flat No.404 (2BHK) in the 4<sup>th</sup> Floor i.e. in total 15 Nos. of Flat

- 1.5 **SCHEDULE PROPERTY** - Shall mean the entire land as described in the schedule below over which theproposes Multistoried / Residential Building / Complex/ Apartment to be constructed.
- 1.6 **BUILDING** - Shall mean the proposed Multistoried Residential Building / Complex/ Apartment to be constructed over the schedule of property as per approved plan by the concerned Authority (B.D.O, Baliana).
- 1.7 **PROPOSED BUILDING** - Shall mean Multi Storied Residential Building / Complex/ Apartment along with all passages, the parking space, amenities etc. provided thereto to be constructed over the schedule of property.
- 1.8 **BUILDING PLAN** - Already Sanctioned and approved by the Block Development Authority, Baliana and such other future revised plan with such modification or alternation which may be made thereto from time to time with the

- 2 Rachinaya Behera
- 3 Rajivanki Behera
- 4 Mananarayan Behera
- 5 Pratima Sagnal Behera

M/s. Archi Tech Creations  
Jankeswar Mishra  
Partner



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Pradip Kumar Patra

approval of competent authority/ authorities for the purpose of construction of Multistoried Residential Buildings/ Complex/ Apartment.

1.9 **ARCHITECT** - Shall mean the person or persons who may be appointed by the Developer for design and planning of the said Multistoried Residential Building/ Complex/ Apartment.

1.10 **COMMON FACILITIES** - Shall mean and include corridors, common passage, staircase-cum-landings, equipment and accessories provided in the building like lift, generator, motor pumps, electrical installation, water supplies etc. and other facilities required whatsoever for maintenance and/or management and enjoyment of various portion of the said Multistoried Residential Building/ Complex/ Apartment.

2. Raktivaraya Behera  
3. Raktinandi Behera  
4. Manoranjan Behera  
5. Pratima Saganat Behera

**ARTICLE -2** PURPOSE

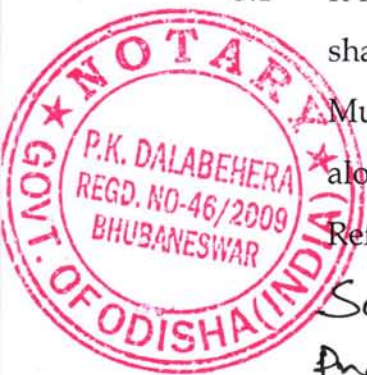
2.1 The Second Party/ Developer has agreed to construct the Multistoried Residential Building/ Complex/ Apartment over the schedule mentioned property in accordance with the plan approved by the concerned authority (Block Development Authority, BDO, Baliana) on sharing with the First Party/ Landowner for promotion and expansion of its business.

**ARTICLE-3** CONSIDERATION

3.1 It has been agreed between both the parties that, the 1<sup>st</sup> Party shall receive 38% of Super Built-up area of the proposed Multistoried Residential Building/ Apartment / Complex along with Rs.15,00,000/- (Rupees fifteen lakhs only) towards Refundable Advance out of which the 2<sup>nd</sup> Party shall pay an

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Anandita Kumarfati

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Tanuwar Mytri  
Partner



amount of Rs.10,00,000/- (Rupees ten lakhs only) as Refundable Advance amount on the day of execution of this agreement through DD vide No.508715 dtd.31.05.2017 drawn on ICICI Bank Ltd., Bhubaneswar in favour of Manoranjan Behera and for the same the other 1<sup>st</sup> Party Members shall have no objection at all. The balance amount of Rs.5,00,000/- (Rupees five lakhs only) shall be paid on demand by the 1<sup>st</sup> Party Members after Ground Floor roof casting.

**ARTICLE-4                      COMMENCEMENT**

- 4.1 This Agreement shall commence on and from 02.06.2017
- 4.2 The Second Party/ Developer will complete the construction of the proposed Multistoried Residential Building/ Complex/ Apartment over the schedule property as per approved plan within **FORTY TWO MONTHS** from the date of execution of this agreement.

**ARTICLE -5                      CONSTRUCTION :**

- 5.1 The Second Party/ Developer hereby declared that, the name of the Multistoried Residential Building/ Complex/ Apartment will be "LAVANYA" to which the First Party/ Landowner has no objection at all.
- 5.2 The Second Party/ Developer shall develop the schedule property at their risk and cost and expenses and with their own resources for obtaining requisite permission, sanction and approval from the concerned authority, Govt. or Semi Govt. and other authorities for construction of Multistoried Residential Building/ Complex/ Apartment over the schedule mentioned property for which the First Party/

2 Debitanya Behera  
3 Ratikanta Behera  
4 Manoranjan Behera  
5 Pratibha Sagaral Behera



Sovakanta mukanty  
Pradipta Kumar patil

M/s. Archi Tech Creations  
Sambalpur, Odisha  
Partner



Landowner has agreed to deliver the physical and actual vacant possession of the said schedule property.

5.3 The Second Party/ Developer will construct and provide internal road with street lights, sewerage soak pit, drainage system, electric transformer, electric supply, water supply etc. and other amenities and facilities from its own sources and expenses in the proposed Multistoried Residential Building/ Complex/ Apartment to be constructed over the schedule property to which the First Party/ Landowners shall have no objection.

5.4 The construction work as mentioned will be strictly carried on as per approved plan by the concerned authority, BDO, Baliaanta and any amendment / modification or variation or alternation to the plan and specification for construction of the Multistoried Residential Building/ Complex/ Apartment to be constructed over the schedule property if necessary, can be obtained from the concerned authority to which the First Party/ Landowner has no objection at all.

5.5 The building plan will be in accordance with the rules and regulations laid down by Block Development Authority, Bhubaneswar and the building shall be first class construction basing upon the specifications confirming to ISI code and for this purpose, the construction of Multistoried Residential Building/ Complex/ Apartment over the schedule property shall be controlled, supervised and guided by the Second Party/ Developer with their own resources/ expenses.



- 2 Debi nayer Behra
- 3 Ratikant Pradhan
- 4 Manoj Kumar Behra
- 5 Prapti Sasmal Behra



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Pradipta Kumar Patra

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Bhubaneswar, Odisha  
Pannar

**ARTICLE -6            SPACE ALLOCATION**

6.1 Both the parties hereto shall share the total units/ flats over the approved area by the concerned approving authority (BDO, Baliaanta) with proportionate share in respect of floors, space, parking spaces of the entire Multistoried Residential Building/ Complex/ Apartment over the schedule mentioned property in the ratio by the First Party/ Landowner and the Second Party/ Developer as mentioned above.

6.2 The parties hereto i.e. the First Party/ Landowner and the Second Party/ Developer mutually agreed that, in order to and for purpose and in the process of proportionating the saleable areas in the allocation share of 38% and 62% among themselves and if the portion of such saleable area failing in the share of either parties is less than the agreed percentage of such parts, then the concerned party shall compensated by the other parties so as to make the share as per their respective percentage of the approved area at the rate as mutually agreed upon.

- 2 Debiti nayag Beher
- 3 Pratibha Nayag Beher
- 4 Manoj nayag Beher
- 5 Pratiksha Sagaral Behera

**ARTICLE -7            SPECIFICATION FOR THE RESIDENTIAL FLATS / UNITS**

7.1 **STRUCTURE -**

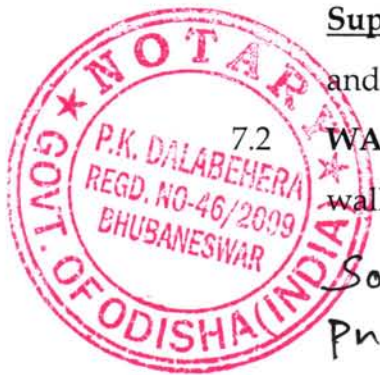
**Sub-Structure** - RCC foundation & footing

**Super-Structure** - RCC framed structure with RCC columns and beams

7.2 **WALL** - K.B Brick/ Fly Ash Bricks/ Concrete Hollow Bricks wall in cement and mortar.

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Pradipika Kanwar Patil

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Tambeswar Mishra  
Partner



7.3 **WALL FINISHING -**

Internal Wall - Wall Putty & Plastic Emulsion

Ceiling - White emulsion paint

External Wall - Weather resistant paint

7.4 **FLOORING -**

Bedroom - Vitrified Tiles

Dining and Drawing Room - Vitrified Tiles

Balcony - Anti skid ceramic tiles/ marble

Staircase - Kota Stone/ Marble

7.5 **DOORS :**

Chaukaths of Main Door, Halls, Bedrooms and Kitchens of Good Sal Wood, Shutters : Main door shutters of 32 mm thick teak finished BWP flush door-shutters and other shutters of 30 mm thick BWP except the toilets.

Toilet Doors : All good quality PVC chaukaths and shutters with power coated aluminum fitting.

7.6 **WINDOWS** - Powder coated aluminum glazed window with protective grills, Chaukaths of Powder coated aluminum section and the shutters are to be intend clear glass panes and powder coated aluminum section frames.

7.7 **KITCHEN -**

Flooring - Vitrified Tiles

Platform - Granite slab with stainless steel sink and cladding upto 2ft. height from the slab

7.8 **TOILET & BATHROOM -**

Flooring - Anti Skid ceramic tiles

Wall - Designer Tiles upto 7 ft. height of chosen shade and design

2 Dakhinanya Baber  
3 Rajivankt Bala  
4 Manoranjan Behara  
5 Prabhakar Sagaral Behara

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Sandeep Mehta  
Partner



Sovakanta Mohanty  
Inadip Ka Kumar Patra

**Fitting** - Tap, Basin, Hot and Cold Water Supply with C.P fitting (Hindware)

**STAINLESS FITTING** - White ceramic sanitary ware, commode in attached toilets and Indian Pan in common toilets (Hindware)

7.9 **ELECTRICAL FITTINGS -**

Adequate light points and power point in all rooms, toilet, kitchen and balcony

TV, Telephone and Cable Points

Modular switches for light and power point of ISI Mark

Concealed copper wiring PVC conducts

Provision for AC point in bedroom, geyser in bath room, refrigerator and acquaguard point in kitchen

Distribution board with MCB

7.10 **WATER SUPPLY** - 24 hour supply will be provided

Deep bore well of 6" dia, underground reservoir and overhead water tank. The bore well are to be placed outside the stilt area.

7.11 **BOUNDARY WALL** - K.B Bricks/ Fly Ash Bricks/ Laterite Stone

Upto 6ft. height around the schedule mentioned property. The boundary shall be constructed with 8" thick fly ash brick.

7.12 **MAIN GATE** - Fabricated steel appropriate design with gate lighting facility. One number big gate and one number small (wicket) gate with MS fabrication and duly painted are to be installed.

7.13 **Sand** : River clean coarse sand for R.C.C./ P.C.C. and clean medium sand for plaster.



- 1
- 2 Dechi naga Belya
- 3 Rajinidhi Belya
- 4 Manojnagar Belya
- 5 Pratima Sagar Belya



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Pradip Kumar Patra

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Sambeswar Mohini  
Partner

7.14 Building Wall : Outer wall of 8" thick and internal partition walls of 5" thick made by Fly Ash bricks with duly cement mortar.

7.15 Flooring : Halls, Bedrooms, Kitchen and Lobbies with Vitrified Tiles, Toilets - Antiskid Ceramic Tiles in floors and wall tile upto 7ft. height of chosen shade and design, Kitchen - Granite kitchen slab and wall cladding upto 2ft. height from the slab, Staircase - Marbles/ Tiles as per design

7.16 Dados: Halls, Bedrooms, kitchen and lobbies, matching vitrified tiles

7.17 Grills : All the window and other grills shall be of M.S. Fabricated and duly enameled painted

7.18 Plumbing :

Internal water supply pipes : white CPVC (Concealed).

Toilet CP fittings like taps, stop cocks etc. are to be Hindware/ Pyreware.

Toilet and wash basin : Glazed ceramic wares like basins and water closet are to be pyreware / hindware make

Cisterns are to be of ISI marked PVC

Kitchen sinks : Stainless Steel

Waster water lines to be of 4Kg/Cm2 ISI marked 4" Dias Grey PVC pipes and soil pipes of ISI marked heavy grey PVC pipes of 4" dia

7.19 Overhead Water Tank : Outside wall Fly Ash bricks and inside wall of RCC duly plastered and water proofing treated.

Common water tanks are to be provided at the roof top as per the drawing.

2 Bebi nanga Behar  
3 Ratikali Behar  
4 Manu nanga Behar  
5 Pratiksha Sagar Behar



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Prasanna Kumar Patil

- 7.20 Lift : One number of brand new passenger lift of 6 persons (480Kg.) capacity with collapsible gate of Jonson/ ESCON make to be properly installed with the manufacture's standard guarantee/ warranty.
- 7.21 Electrical Switch room, Society Room and Security Room : As per drawing
- 7.22 Common Toilet at stilt : One number of complete with standard fittings.
- 7.23 Open area and setback area on the ground : to be completed with cement concrete flooring of good quality.
- 7.24 A diesel operated electric generator of appropriate capacity to be provided and properly installed within the said complex for emergency operation of the lift, water pumps, minimum common lighting as necessary.

- 2 Rachinanya Behera
- 3 Rajiv Kumar Behera
- 4 Manoj Kumar Behera
- 5 Pratiksha Sagar Behera

**ARTICLE - 8 FIRST PARTY/ LANDOWNER'S OBLIGATION**

8.1 The First Party/ Landowner declared that, they are entitled to enter into this agreement with the Second Party/ Developer have not agreed, committed, constructed or entered into any agreement with any other person/ party in respect of the schedule mentioned property and have not created any mortgage or encumbrance on the said schedule property nor have done any acts or deeds or things by reason whereof the development of the said schedule property may be affected in any manner.

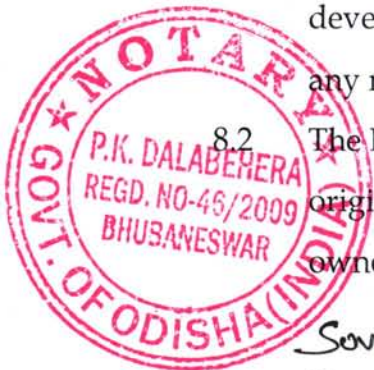
8.2 The First Party/ Landowner further declared to deliver all the original documents/ papers pertaining to the title of the owners over the schedule property like Record of Rights, rent

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Pradipta Kumar Patra

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Jambeswar Mishra

Partner



receipts, interim deeds etc. to the Second Party/ Developer as required for proper verification before the concerned authorities like Tahasildar, Baliana, S.R Khurda, Baliana BDO, Baliana etc. from time to time till completion and construction of the Multistoried Residential Building/ Complex/ Apartment over the schedule property.

8.3 The First Party/ Landowner have delivered the physical vacant possession of the schedule property with proper demarcation to the Second Party/ Developer to make construction of the Multistoried Residential Building/ Complex/ Apartment as per approved plan by the concerned authority (BDO, Baliana) and as per the terms and conditions enumerated herein.

8.4 The First Party/ Landowner declared to execute and sign necessary documents, deeds, papers etc. before the concerned authority (ies) which may required for carrying out the construction of the proposed Multistoried Residential Building/ Complex/ Apartment and to render all help and assistance to the Second Party / Developer to facilitate the construction of Multistoried Residential Building/ Complex/ Apartment over the schedule property.

8.5 The First Party/ Landowner has already executed a Regd. General Power of Attorney in favour of Second Party/ Developer bearing GPA No.\_\_\_\_\_ and ID No.\_\_\_\_\_ dtd.\_\_\_\_\_ being registered before S.R Khurda, Baliana to do such act. deeds and things on behalf of him as mentioned therein for development and

- 1
- 2 Ruchinaya Behra
- 3 Ratikanti Behra
- 4 Manoranjan Behra
- 5 Prakash Sasawal Behra

M/s. Archi Tech Creations  
Sambeswar Nishi  
Partner

Sovakanta Mohanty  
Puadilpa Kumarfati



construction of Multistoried Residential Building/ Complex/ Apartment over the schedule property.

8.6 The First Party/ Landowner shall take the responsibility of providing connecting road to the schedule mentioned property on both sides free of cost and the Second Party/ Developer will develop the same and donate the said road by executing necessary deeds/ documents before the concerned authority for public purpose by virtue of the General Power of Attorney.

8.7 The First Party/ Landowner hereby grant, subject to what has been provided him exclusive right to Second Party/ Developer to build, construct, erect, effect and complete the said Multistoried Residential Building/ Complex/ Apartment comprising of units/ flats for residential purpose in accordance with plan to be sanctioned and approved by the appropriate authority over the schedule property.

8.8 The First Party/ Landowner further declared that, to convey, assign and absolutely vest upon the Second Party / Developer the right of development and construction of Multistoried Residential Building/ Complex/ Apartment and also their right to sale, transfer, assign 62% of the approved area (Developer's Allocation) together with the proportionate in the land running with the said allocation at such rate as may be determined by the Second Party / Developer on such terms and conditions as may be decided.

8.9 The First Party/ Landowner shall be entitled to transfer/ alienate, dispense and assign in respect of his allocation of 38% of the approved area in favour of intending purchaser(s)

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Pradipita Kumar Patil

2 Bechinayee Behera  
3 Ratikanti Behera  
4 Manoranjan Behera  
5 Pratibha Sasawal Behera

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Sandeepwar Mohi  
Partner





by executing necessary Sale Deed, Conveyance, Agreement etc. and expenses in this regard shall be paid by such intending customers/ purchasers.

8.10 The First Party/ Landowner further declared not to transfer, alienate or otherwise encumber the schedule property to any person / party other than the Second Party/ Developer during the tenure of this Agreement for construction of Multistoried Residential Building/ Complex/ Apartment over the schedule property by the Second Party/ Developer.

8.11 The First Party/ Landowner shall maintain all sorts of cooperation with the Second Party/ Developer in every respect for smooth construction of Multistoried Residential Building/ Complex/ Apartment over the schedule property.

2 Ratinaya Behera  
3 Ratibabai Behera  
4 Manoranjan Behera  
5 Pratima Sasawal Behera

**ARTICLE-9 SECOND PARTY/DEVELOPER'S OBLIGATION**

9.1 That, the Second Party/ Developer shall construct the Multistoried Residential Building/ Complex/ Apartment over the schedule property in accordance with the plan approved by the concerned authority (BDO, Baliana) vide permission No.130 of Baliana G.P, dtd.25.06.2010 and any deviation in the said plan beyond approval / permission, if required then the Second Party / Developer will be held liable and responsible for the same.

9.2 The Second Party/ Developer shall be entitled to prepare, modify and/or alter the plan, to submit the same before the appropriate concerned authority (BDO, Baliana) on behalf of the owner for its approval and the Second Party/ Developer shall pay and bear the full fees including Architecture's fees,



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Prachi Kishor Patra

M/s. Archi Tech Creations  
Jankeswar Mishra  
Partner

charges, expenses etc. whatsoever required to be paid or deposited for obtaining approved/ sanctioned plan from the said concerned approving authority, BDO, Baliana if required for construction of Multistoried Residential Complex/ Apartment over the schedule mentioned property.

9.3 The Second Party/ Developer shall not violate or contravene any statutory provision, rules and regulations etc. applicable for construction of said Multistoried Residential Building/ Complex/ Apartment over the schedule property .

9.4 The Second Party/ Developer shall have right to enter into agreement with intending purchaser(s) to sale, transfer, charge, assign and let out the units/ flats from his allocation i.e. 62% of the total approved area with the proportionate interest in the land running with the said allocation except First Party/ Landowner's allocation i.e. 38% of the total approved area and the First Party/ Landowner shall not raise any objection to such transfer, alienation, assignment or dispossession.

9.5 It is also hereby agreed between both the parties that, the Second Party/ Developer shall have right to finalise and settle the terms and conditions and/or to dispose off 62% of the total approved area in the said Multistoried Residential Building/ Complex/ Apartment over the schedule property as the Second Party/ Developer in their absolute discretion thinks proper.

2 Dechinya Behe  
3 Patikabuti Behe  
4 Manoranjan Behe  
5 Pratima Sasana Behe

M/s. Archi Tech Creations  
Jyotsnaraj Patil  
Partner



Soukanta Mohanty  
Pradip Kumar Patil

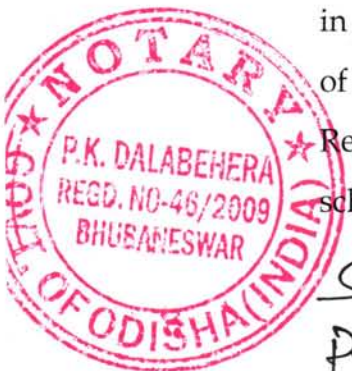
9.6 The Second Party/ Developer shall at liberty to appoint their contractors, staffs, supervisors, masons, managers, engineers, architects, draftsman, labourers, plumbers, carpenters etc. to carryout smooth construction of Multistoried Residential Building/ Complex/ Apartment over the schedule property and the First Party/ Landowner will not have any objection for the same.

9.7 The Second Party/ Developer shall have the right to mortgage the schedule property for availing loan/ financial assistance from any Nationalised Bank / Private Bank/ Financial Institution for financial assistance and execute necessary documents, deeds for the said purpose on behalf of the First Party/ Landowner for construction of Multistoried Residential Building/ Complex/ Apartment over the schedule property and the First Party/ Landowner shall not raise any objection to the same and if required, he will present before the concerned authority and do needful as and when required.

9.8 The Second Party/ Developer has right to receive from the intending purchaser(s)/ prospective buyers any earnest money and/or taking advance and also the balance cost of the units/ flats in different installments as and when required in respect of his allocation share to carry out the construction of developmental works in the units/ flats of Multistoried Residential Building/ Complex/ Apartment over the schedule property and grant receipts in favour of such

2 Pradyumna Behera  
3 Ratibabuti Behera  
4 Manojendra Behera  
5 Pratiana Sasank Behera

M/s. Archi Tech Creations  
Jankeswar Nayak  
Partner



Sovakanta Mohanty  
Pradipita Kumar Patzi

intending purchaser(s) to which the First Party/ Landowner agreed.

9.9 The Second Party / Developer shall negotiate and install the Transformer as required for load factor of electricity supply and sewerage treatment plant as decided by the concerned authority i.e. CESU and PHD as required for the said Multistoried Residential Building/ Complex/ Apartment over the schedule property.

9.10 The Second Party/ Developer shall execute the construction work of Multistoried Residential Building/ Complex/ Apartment and complete the same by appearing any contractor and any labour or workmen engaged for the construction purpose by the said contractor of Second Party/ Developer; will be treated the employees of the said contractor and if any award granted by the competent labor court under Workmen's Compensation Act for any damage to the employees etc. and the same shall be the responsibility / liabilities of the contractor appointed for the said purpose.

9.11 The Second Party/ Developer may acquire landed properties adjacent to the schedule mentioned property for development and infrastructure of the Multistoried Residential Building/ Complex/ Apartment over the schedule property by way of transfer / alienate / exchange of property with other land owners for which the First Party/ Landowner has agreed.

All the necessary fees and expenses regarding execution of General Power of Attorney in favour of Second Party/

- 2 Dabhinaya Behera
- 3 Ratikanta Behera
- 4 Manoj Kumar Behera
- 5 Pratiksha Sasawat Behera



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Jandeeswar Mohi  
Partner

Sovananta Mahanty  
Pratiksha Kumar Behera

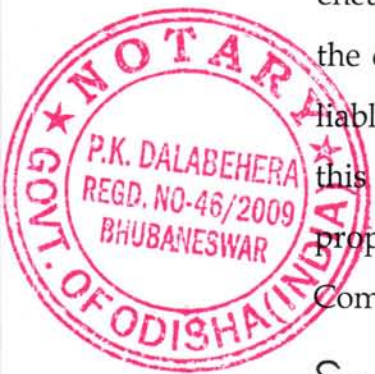
Developer by the First Party/ Landowner, all deeds, documents, letters, applications etc. required to be submitted before the concerned authority(ies), submission of plan, any modification / alternation of plan for construction of Multistoried Residential Building/ Complex/ Apartment, Sewerage Treatment Plant, Electricity Supply, installation of Transformer, Borewell for water supply over the schedule property as and when required and all labourers / workmen, contractor, supervisors, manager, engineers, architects, electricians, plumbers, carpenters, masons charges for construction of Multistoried Residential Building/ Complex/ Apartment over the schedule property will be borne by the Second Party/ Developer.

9.13 The Second Party/ Developer shall solely and wholly be responsible for maintenance, rectification of construction defects, faults and the damages occurred during construction of Multistoried Residential Building/ Complex/ Apartment over the schedule property.

ARTICLE -10      GENERAL

10.1 The First Party/ Landowner shall remain liable to encumbrance, if any in respect of the schedule property upto the date of this agreement and the Second Party will remain liable for all encumbrance / liabilities created from the date of this indenture with respect to schedule of property or proposed construction of Multistoried Residential Building/ Complex/ Apartment over the schedule property.

- 2 Debnayan Behera
- 3 Ratikanta Behera
- 4 Manoj Kumar Behera
- 5 Pratima Sasamal Behera



Soumyanta Mohanty  
Pradip Kumar Patra

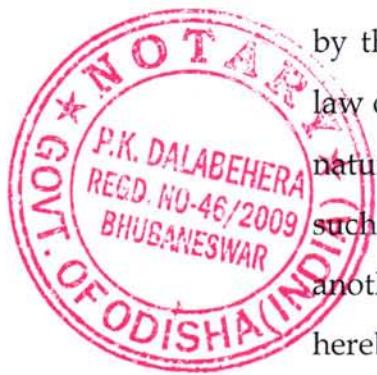
M/s. Archi Tech Creations  
Janki Suman Mishra  
Partner

10.2 The First Party/ Landowner undertakes to irrevocably constitute the Second Party/ Developer or their nominees as their Attorney Holder(s) by executing documents duly registered for completing the exercise the effectuating the object in connection with the development / construction and completion of Multistoried Residential Building/ Complex/ Apartment and the Second Party / Developer undertakes in their capacities as Developer/ Promoter not to do or cause to be done any act, commissions or things, which may, in any manner, flout, contravene any law, rules and regulation and keep the First Party/Landowner entirely harmless and indemnified.



- 1. P.K. Dalabehera
- 2. P.K. Dalabehera
- 3. P.K. Dalabehera
- 4. P.K. Dalabehera
- 5. P.K. Dalabehera

10.3 The Second Party / Developer shall make his best endeavour to complete the construction of Multistoried Residential Building/ Complex/ Apartment as per approved plan from the concerned approving authority (BDO, Baliaanta) within the stipulated period (as mentioned in Article-4 of this Agreement) unless prevented by reasons beyond the control of Second Party/ Developer including force majeure conditions like shortage of supply of building materials i.e. rationing cement, iron rod, labour problem, accident, public disturbance like riots and litigation, legislation or notification by the Govt. and/or restoring order issued by any court of law or public authority for stopping of construction work and natural calamities like earthquake, cyclone, flood etc. and in such event this sharing Agreement will be extended for another period of 6(six) months to which both the parties hereby agreed.



Sovakanta Mohanty  
Pradip Kumar Saha

M/s. Archi Tech Creations  
Jambeswar Mohi  
Partner

10.4 In case of the said schedule property or any part thereof now declared or represent to be belonging to the First Party/ Landowner is found to be non-existence on account of defective title of the First Party/ Landowner or any other person claiming the paramount to the First Party/Landowner in that case the First Party/ Landowner shall be liable for all damages, losses and cost sustained by the Second Party/ Developer and accordingly the First Party/ Landowner undertakes to keep the Second Party/ Developer and/or their nominee(s) harmless, indemnified against all claims and expenses which the Second Party/ Developer and/or their nominee(s) may be made liable to pay or suffer.

10.5 From the date of completion of the Multistoried Residential Building/ Complex/ Apartment over the schedule property, the Second Party/ Developer and/or its transferees and the First Party/ Landowner and their transferees shall liable to pay and bear proportionate charges on account of ground rent, property tax and other taxes/ levied by the Govt., charges/ dues in respect of their space and charges of society to the society duly formed by the First Party/ Landowner, Second Party/ Developer and all the transferees of the units/ flats of the said Multistoried Residential Building/ Complex/ Apartment.

10.6 The Second Party / Developer after handing over the possession of the owner's allocation to the First Party/ Landowner and to its intending purchasers of the Multistoried Residential Building/ Complex/ Apartment and

- 2 Pabhinaya Patel
- 3 Raktikanth Behera
- 4 Manoj Kumar Sahoo
- 5 Pratomen Sahoo Behera



Sovakanta Mohanty  
Anadiptra Kumar Patra

M/s. Archi Tech Creations

Jankarwar Mishra  
Partner

he also shall form a society as per provision of Odisha Apartment Ownership Act' for the purpose of residence and all of them shall be fully bounded by such act.

10.7 After completion of the Multistoried Residential Building/ Complex/ Apartment over the schedule property in all respect both the parties including their respective transferees will bear the proportionate cost of common part of maintenance expenses like electricity and water charges as per construction, sweeper salary, watchman salary and welfare society formed by all the owner of the units/ flats of the said Apartment.

- 2 Raviya Behra
- 3 Ratikanti Behra
- 4 Manoj Kumar Behra
- 5 Pratima Sasamal. Behra

10.8 Both the parties shall cooperate with each other as per requirement for smooth construction of Multistoried Residential Building/ Complex/ Apartment over the schedule property from time to time.

10.9 The 1<sup>st</sup> Party Members have executed a Deed of General Power of Attorney in favour of the 2<sup>nd</sup> Party and if in future any of the members will expire or renounce the world in that case the legal heirs and remaining members will execute a fresh GPA in favour of the 2<sup>nd</sup> Party without demanding any money and hesitation and they shall cooperate the 2<sup>nd</sup> Party fully to protect him from loss.

**ARTICLE -11**      **LEGAL JURISDICTION**

11.1 That, both the parties shall abide by the above terms and conditions mentioned in this Agreement and if any of the parties violate the terms and conditions mentioned herein or

Sovakanta Mohanty  
Iradipita Kumarati



M/s. Archi Tech Creations  
Sambaswar Meheri  
Partner



any dispute arose between the parties hereto, then it can be solved amicably among themselves or else the aggrieved party may take shelter in the proper court of law within the territorial jurisdiction of Bhubaneswar Judgeship.

11.2 That, both the parties shall have right to sue specific performance of this contract/ agreement or any other supplementary contract/ agreement which may be executed for non-compliance of any term and the suing party shall have right to recover cost and damages if any through proper court of law within the jurisdiction of Bhubaneswar judgeship.

- 2 Prabinagar Behera
- 3 Rakibanta Behera
- 4 Manojkumar Behera
- 5 Pratima Sanyal Behera

### SCHEDULE OF PROPERTY

[Under the Jurisdiction of Sub Registrar - Baliana]

Dist.-Khurda, Tahasil- Baliana, Ps-Baliana, Ps No.14, Odisha Sarkar Khewat No.1, Mouza - **ANDILO**, Khata No.365 (Three hundred sixty five), Status - STHITIBAN, Plot No.896 (Eight hundred nine x), Kisam - **GHARABARI**, Area Ac0.327.87dec. (Three hundred twenty seven point eight seven decimals) out of Ac0.360dec. as per Sketch Map attached to this agreement, Annual Rent Rs.21.00Paisa

BOUND BY:-

- North - 100ft. wide Canal Road
- South - Plot No.906
- East - Plot No.897
- West - 20ft. wide Road and Plot No.895



Ms. Anand Tech Consultants  
Partner  
Jankeswar Mishra


Sovakanta Mohanty  
Pradipita Kumar Patra

IN WITNESSES WHEREOF, both the parties hereto have readover and understood the recitals of this indenture in their vernacular and agreed to abide by the same, put their respective signature, seal and thumb impression in sound mind, open heart without any coercion from any one on the date, month and year first herein above written.

WITNESSES:-

1- Sovakanta Mohanty  
Sukanta Mohanty  
A/H po- Bodepada Sundarapur  
vta- Brahman Sarala  
P.S. Gouernapur  
Dist- Cuttack  
Pin- 752018

2- Pradip Kumar Paty  
At- Shakai Sihanai  
P.O. - Rasulpur  
P.S. - Mancheswar  
Dist- Khorda  
Pin- 757010

1   
2 Dabi Nayak Behera  
3 Ratikanti Beha  
Mamayan Behera  
4 Pratono Sasnal Behera

Signature of First Party

M/s. Archi Tech Creations

Jambeswar Majhi

Partner

Signature of Second Party

Certified that I have drafted and prepared this Deed of Agreement as per the instruction of the executants, who put their signatures over it after admitting its contents to be true and correct



Advocate, Bhubaneswar



  
PRATAP KUMAR DALABEHERA  
ADVOCATE & NOTARY PUBLIC  
BHUBANESWAR  
REGD. No. ON-46/2009  
GOVT OF ODISHA