

भारतीय गैर न्यायिक

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भारत

TEN

RUPEES



INDIA NON JUDICIAL

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DEVELOPMENT / CONSTRUCTION AGREEMENT.

40AA 098478

NAME OF THE OWNER OF 1ST PART.

1. Mr. Anarasi Tripathi Patro, S/o- Late Anarasi Sundar Babu Patro, aged about 68 years, 2. Smt. Anarasi Jangyaseni Patro, W/o - Anarasi Tripathi Patro, aged about 64 years, 3. Sri Anarasi Jagatjit Patro, S/o- Anarasi Tripathi Patro, aged about 39 years, all are Vysya by cast and residing at Ankuli, Industrial Estates square, Berhampur, Po- Engineering School, P.S. Baidyanathpur, Tahasil Berhampur, District Ganjam herein referred to as the "Owner".

AND

NAME OF BUILDER OF THE 2ND PART.

VIVEKANANDA LAND & BUILDING PVT. LTD a company registered under Companies Act. 1956. Having its regd. Office at V.I.P. Colony, Kamapalli, Brahampur, Ganjam, Odisha, represented its Managing Director, Sri Bichitra Patnaik, aged about 50 years S/o late Jogendra Patnaik, Karan by caste, business permanently residing at Godavarish Nager 3rd Lane, Berhampur, P.O& P.S. Berhampur Town, Ganjam district, Odisha, (hereinafter called the "Builder / Developer", which expression shall unless repugnant to the subject or context shall mean and include the successors, executors, administrators and adding's of the 2nd part).

3. NATURE OF THE DOCUMENT

Construction and Development Agreement for Residential Apartment Complexes.

4. DATE OF DOCUMENT:

25/02/2018 (Twenty fifth day of February two thousand eighteen).

ATTESTED BY
NRUSINHA ACHARYA
NOTARY, M.A.L.L.B.
Berhampur (Gm.)
Regd. No ON-01/2014

Anarasi Tripathi Patro
A. Jangyaseni Patro
A. Jagatjit Patro

FURNISHED BY
NOTARY, Berhampur (Gm.)
25/02/2018

Managing Director
Vivekananda Land & Building Pvt. Ltd.
VIP Colony, Kamapalli, Berhampur-760004

NRUSINHA ACHARYA
NOTARY
BERHAMPUR (Gm.)
No. 289
Time: 10:20 AM/PM
Place: Berhampur



5. **BREIF DESCRIPTION OF THE PROPERTY:**

- (A) Whereas the executants the 1st part, are the absolute owner in possession of the land measuring a total extent of Ac. 0.308 dec. as per existing measurement pertaining to the name of Anarasi Tripati Patro, A. Jangyaseni Patro, and A. Jagatjit Patro covered under Plot No. 230/1807,231, 232, 233, 230/1825,231/1284,231/1285, 233/1286, 235/1287, 231/2048, 230/2047, 235/1811, & Khata No. 384/740,384/283,384/2654,384/762, 384/384, 384/2080, 384/2081 of Panakalapalli Mouza, Ankuli under Berhampur Tahasil, Ganjam district. They are paying land revenue to the Government as owners of the aforesaid land property till date.
- (B) **AND WHEREAS**, the owners/ executants have been nourishing the desire to raise a multistore residential building over the said land and accordingly a scheme has been framed by the owners and they have given an offer to the party of the second part, who are engaged in developing residential & commercial buildings. The developer has agreed to develop a residential complex over the schedule land entirely at their cost and with several terms and conditions mutually agreed upon by and between both the parties in order to avoid any future complication, the terms so agreed upon are reduced to writing and enumerated in this agreement.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the hereto as follows.

(C) **ARTICLE - 1**

Unless in these presents there is something is in the subject or context inconsistent herewith.

- i) Property shall mean the entire land as described in the schedule.
- ii) Building shall mean the building to be constructed / erected over the said property as per Bhubaneswar Development Authority's approved plan.
- iii) The owners of the said property **1st part** herein shall include each of his successors, heirs, legal representatives and assigns.
- iv) **Vivekananda Land and building pvt. Ltd.** The builder/ developer shall include its managing director, Director & successors-in-office, executors, administrators and assigns.
- v) Common facilities shall mean and include approach roads, corridors, common passages, staircase, equipment and accessories provided for in the building, lift, generator, motor pumps, electrical installations etc. and other facilities required whatsoever for maintenance and for management of the said building and enjoyment of various portions of the said building.
- vi) Building plan shall mean the plan sanction and approved by the **Berhampur Development Authority** and /or such other revised plan or plans with such modification or alternation which may made thereto from time to time as per permissible authority.

ATTESTED BY

NRUSINGHA ACHARYA
NOTARY, MALLB
Berhampur (Gm.)
Regd. No ON-01/2014

Anarasi Tripati Patro

A. Jangyaseni Patro

A. Jagatjit Patro

Managing Director
Vivekananda Land & Building Pvt. Ltd.
VIP Colony, Kamapalli, Berhampur-760004



vii) 'Unit' shall mean a portion of floor space comprising of the residential and commercial complex capable of being exclusively occupied and enjoyed.

viii) Proposed Building shall mean and include the building to be constructed individual unit and the apartment with all passages, the parking space, amenities, stilt area provided there to etc.

BUILDING SPECIFICATION

- | | |
|---------------------|--|
| i. Structure | R.C.C Framed structure with brick masonry in cement mortar using Tata or Sail rod and Konark, Mahashakti or solid HD cement subject to Its availability. |
| ii) Wall Finishing: | All internal and external walls of the flats shall be plaster with cement Mortar, internal walls painted with acrylic emulsion and external wall With emulsion paints. |
| iii) Flooring | I) Vitrified tiles – Interior.
II) Tiles & durra tuff stones for staircase & corridor. |
| iv) Toilet: | Walls- Ceramic tiles up to height of 5 feet with all necessary CP fittings And fixtures and concealed plumbing. |
| v) Kitchen | Granite cooking platform with sink ceramic tiles cladding up to 4' Above the cooking platform. |
| vi) Windows | Aluminium / UPVC With glazed shutters and MS grills with Standard Fittings. |
| vii) Doors | Sal wood frame with flush door with enamel painting and an eye Piece for the entrance door. |
| viii) Water supply | Supply of water from 2 Nos. deep bore wells and sump. |
| ix) Electrical | Concealed wiring with copper wires of HPL, Anchor Cables with Necessary points. |
| x) Elevator | 2No. Of lift. |



7. ARTICLE -2

(A) ENTRUSTMENT OF THIS SITE:-

That the owner hereby agrees to grant license and expresses intention to permit the Builder / developer to enter upon the said property and accordingly delivered vacant Possession of the land/site and physically entrusted the same to the builder for the Limited purpose of construction of the proposed multistore building as agreed Upon and it is understood that the site fully described in para III below entrusted, is The owner's contribution towards this development.

ATTESTED BY
NRUSINHA ACHARYA
NOTARY,
Berhampur (Gm.)
Regd. No. ON-01/2014

Anaras Tripathi
A. Jangga semi patra
A. Jagatjit Patra

FURNISHED BY
NOTARY, Berhampur (Gm.)
Managing Director
Vivekananda Land & Building Pvt. Ltd.
VIP Colony, Kamapalli, Berhampur-760004



(B) INVESTMENT OF THE BUILDERS:-

The investment of the funds/ finance to be made and made by the builders for the Purpose of cleaning and improving the site, preparation of plans, getting approval/ Sanction from the BDA and other related Authorities, installation of electrical Independent transformer and such other requirements and as well as the cost of Construction shall be the investment towards contribution of the 2nd party builder. The 2nd party paid an advance amount of Rs.10, 00,000/- (Rupees Ten Lakhs) only to The 1st party which is refundable by the 1st party to the 2nd party without interest After obtaining completion certificate from BDA and RERA of construction of the Apartment building by the 2nd party of the scheduled land with a period of before 30 days from the date of landing over of 50% share of the flats as agreed.

(C) CONSTRUCTION

- i) That the builders agree to develop the said property at their own risk, cost and Expenses and with their own resources after they obtaining necessary approvals From authorities concerned and thereafter to construct thereon the proposed Building the owner agrees, in accordance with this agreement, to place at the Complete disposal of the Builders, the physical and actual vacant possession of the Said property and to vest upon the builder the unfettered right to prepare and Submit building plans before the authorities and obtain requisite permission Sanction and approvals for developments, construction and completion of the Proposed project with the signing of this Agreement.
- ii) that, the building plan will be in accordance with the rules and regulation laid down By the development Authority and any other modification as desired by both the Parties. The owners or authorized agent of the owner has the right to inspect the Said construction at all reasonable times.



ATTESTED BY

NRUSINHA ACHARYA
NOTARY
Berhampur (Gm)
Regd. No-ON 01/2014

— Anarasi Tapatekari

— A. Jagan Mohan Patra

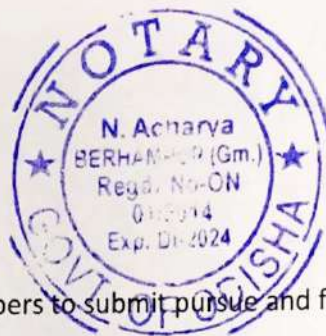
— A. Jagatjit Patra

FURNISHED BY

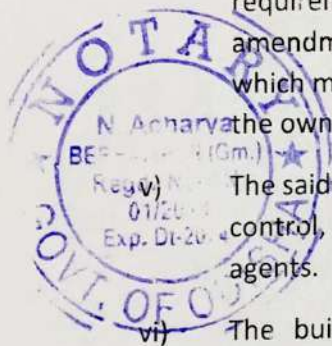
NOTARY Berhampur Gm

24/02/2019

Managing Director
Vivekananda Land & Building Pvt. Ltd.
VIP Colony, Kamapalli, Berhampur-760004



- iii) It shall be the responsibility of the builder/Developers to submit, pursue and follow up the plans to be sanctioned by the Berhampur Development Authority.
- a) All expenses / charges incurred in respect of approval/ sanction or modification and Or alteration of the sanctioned plan and for any revised plan to be submitted for Approval / sanction shall be on account of Builder/ Developers.
- b) The requisite fees for sanction of the plans shall be borne by the Builder/ developers.
- c) The expenditure of sanction of such plan or plans shall be the responsibility of the Builder/ Developers.
- iv) The Builder/Developer shall forthwith on obtaining the approval of plan from BeDA/ RERA shall start construction on the said property in a substantial and workman like manner in accordance with the plans, specification and amenities and other statutory requirements as sanctioned by the Berhampur Development Authority including any amendment, modification or variation or alteration to the said plans and specification which may be made by the Builders/ Developers in consultation and permission from the owner.
- v) The said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the Building/Developers and their agents.
- vi) The builder/developer shall comply with requirements and requisition of the Berhampur Development Authority and /or other local authority as the case may be relating to the construction of the said building on the said property and shall obtain necessary approval from the authorities concerned as and when required.
- vii) The Builder/Developers shall make their best endeavors to complete/finish the said building in all respects so as to be fit for occupation/habitation within 3(Three) Years from the date of this agreement.
- viii) In the event of Berhampur Development Authority or other authorities concerned permits any future vertical or horizontal extension or construction in the said building then in that event the owner/1st party & 2nd party shall have the absolute right to develop the same and may use it/dispose of as they deems fit and the flat purchases shall have no claim whatsoever on such construction.



ATTESTED BY

NRUSINHA ACHARYA
NOTARY,
Berhampur (Gm.)
Regd. No-ON 01/2014

21/09/2019

— Anarasi Topedi Patro

— A. Jangyaseni Patro

— A. Jagadit Patro

FURNISHED BY

NOTARY, Berhampur Gm

21/09/2019

Managing Director
Vivekananda Land & Building Pvt. Ltd.
VIP Colony, Kamapalli, Berhampur-760004



8 ARTICLE -3

OWNER'S OBLIGATIONS

The owners hereby agree and covenant with the builder/developers as follows:

I. The owner gives license and express permission to the Building / Developer to enter Upon the said property and shall have absolute authority and competency to commence, carry on and complete the development of the land in accordance with the permission granted. The said license to develop the property is personal and is not assignable without the consent of the owner.

Not to prevent the Builder/Developers from negotiating with intending purchasers of flats/units for assigning/disposing or letting out any portion of the complex except 50% of the total built-up area, specified as allocation to the owners.

II. The owner will execute a power of attorney authorizing the builder to enter into agreement of sale building units in his 50% proportionate shares, to grant loan from any nationalized bank or financial institutions/ bank the various built up spaces in the constructed area of the said residential complex accept the 1st parties area i.e. 50% residential super built up saleable area out of total built up area of the total agreed share in all the floors towards owners allocation in the entire complex on the said property together with proportionate interest in the land comprised in the said property at such rates as deemed proper without making the 1st party liable for any loss on that account.

III. To care and entitled to create by way of mortgage or otherwise to the banks or other financial institutions for securing loan if any to be taken without any personal liability to the owner.

IV. The owner shall remain duty- bound to execute the title documents in favour of the developer or his nominee in respect of the 50% portion western side of superstructure falling in the share of the developer. Undivided share in the project land as enjoined in the Odisha apartment ownership Act, 1982 and the rules framed their under without demanding any money with respect to the builders share in the constructed building.

v) The owner declare that they are entitle to enter into this agreement with the developers and that day have not agreed committed contracted or entered into any agreement with any other person in respect of the property and that they have not created any mortgage, change or encumbrance on the said property nor have done any act. Deed or things by reasons whereof, the development of the said property may be effected in any manner.



ATTESTED BY
NRUSINHA ACHARYA
NOTARY, M.A.L.L.B
Berhampur (Gm.)
Regd. No ON-01/2014

Anand Biswas
A. Jangyaseni Patra
A. Jagajit Patra

Managing Director
Vivekananda Land & Building Pvt. Ltd.
VIP Colony, Kamapalli, Berhampur-760004

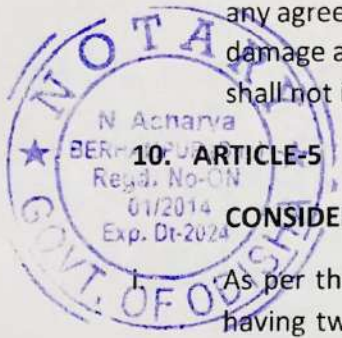


vi) The owner having reposed faith and confidence in the builder have hereby permitted, authorized and assigned the power and authority to arrange the intending purchasers to enter into contact for sale contract for the purpose of construction to execute necessary sale deed or deeds or such other deeds of conveyance in favour of the different purchasers and get the same presented with the office of sub-registrar concerned and to get registration of such document transferring and conveying the undivided interest of the developers to the extent of their share as 50% as agreed upon and to receive the sale consideration either in whole or in part.

9. ARTILCE -4

BUILDER / DEVELOPER'S OBLIGATION

- 1) The project work shall be deemed to commence with effect from the date of signing this agreement.
- 2) To complete/finish the construction of the said building within **3(Three)** years from the date of approval by the development Authority and RERA.
- 3) Not to violate or contravene any statutory provisions, rules, regulation etc. applicable for construction of the said building complex.
- 4) Any labour or workmen engaged for the construction of the building by the owners shall have no relationship of employers and any amount that may be awarded under any agreement, labour dispute or proceeding under workmen's Compensation Act. Or damage are the sole responsibility/liabilities of the builder/developers and the owner shall not incur any liability, responsibilities for the same.



10. ARTICLE-5

CONSIDERATION

As per the drawing and design of the proposed approved plan there are two block having two lift. Each of the block having equal number of flats besides the parking space, common space. On the eastern block should be exclusively owned by the owner and the western block is exclusively owned, possessed or alienated by the builder.

The detailed flat numbers belonging to the owner and builder are as follows:-

Eastern Block of Owner: -

Ground floor to 3rd floor: - 101 to 104
201 to 204
301 to 304
401 to 404

Western Block of Builder:-

Ground floor to 3rd floor: - 105 to 108
205 to 208
305 to 308
405 to 408

ATTESTED BY

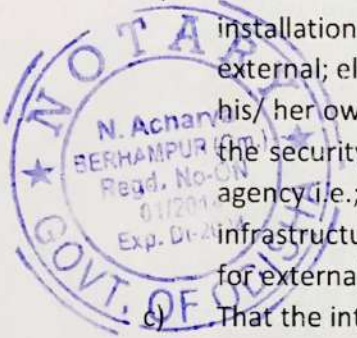
NRUSINHA ACHARYA
NOTARY, M.A.L.L.B.
Berhampur, Odisha
Regd. No. ON-01/2014

Arunas Tejash Kumar
A. Jaggyaseni Patro
A. Jagatjit Baidya

FURNISHED BY
NOTARY, Berhampur Govt.
14/02/19
Managing Director
Vivekananda Land & Building Pvt. Ltd.
VIP Colony, Kamapalli, Berhampur-760004



- ii) That the builder is empowered to receive the sale consideration amount of his western side share from the intending purchasers and accordingly the builder will pay all the required taxes as applicable and in such case the owner is no way liable for any payments.
- iii) That, in consideration of the terms here by agreed upon the owner conveys assigns and absolutely vests upon the builder/developers the right of development/ construction of the said property and also their right to enter into agreement to sell, transfer and assign 50% of the constructed space/built-up areas in the said building together with proportionate interest in land. This agreement assign the right to the developers to do all such acts and things that are necessary for the development of the said land, demolition of the existing structure if any construction of the building and obtain advance booking amount for the apartment of flats to be constructed on the said area.
- iv) That the owners and builder/developer hereby mutually agree that in all agreements for sale or any sale deeds to be executed in favour of any intending purchaser by either of them the following conditions shall be in corporate without fail.
 - a) That the owners and builder/developers hereby mutually agree that in all agreements for sale or any sale deeds to be executed in favour of any intending purchaser by either of them, the following conditions shall be incorporated without fail.
 - b) That the intending flat or individual house purchaser shall pay extra amount for installation of electric transformer, generator, sub-station, cabling and panel board for external; electrification to the complex, further the intending flat purchaser shall install his/ her own electrical meter and avail individual electrical connection after deposit of the security and service charges as per the rules/ guidelines fixed by the distribution agency i.e.; GRIDCO/SOUTHCO. Further the 1st party shall be exempt from paying the infrastructure cost like transformer, generator, sub-station and cabling and panel board for external electrification to the complex.
 - c) That the intending flat purchaser shall pay the tax, charges as levied by the competent Authority on the land and /or building.
 - d) The intending flat purchaser shall have the duty and statutory obligation to for his a society/association as per the provision of the Odisha Apartment Ownership Act. And the rules framed there under such association/ society shall have its byelaws and shall comply with the statutory requirements as enjoined in lay/rules.



ATTESSED BY
NRUSINHA ACHARYA
 NOTARY,
 Berhampur (Gm.),
 Regd. No ON-01/2014

Aruno Tripathi

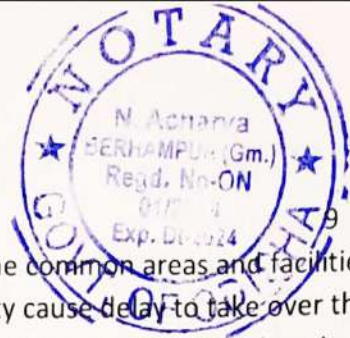
FURNISHED BY
NOTARY, Berhampur Gm.
 21/02/19

A. Jyotsna Saini Patro

A. Jagadjit Patro

[Signature]

Managing Director
Vivekananda Land & Building Pvt. Ltd.
 VIP Colony, Kamapalli, Berhampur-760004



- e) The management, maintenance and administration of the common areas and facilities shall vest with the association, for any reasons the society cause delay to take over the management and maintenance of the common areas / facilities as per intimation given by the builder to take over the management and maintenance obligation from a schedule date, it shall be deemed that the society/association has taken over the management of such common area/facilities etc. from the said date and the party of the first part shall be automatically relived of all obligation, implicit or explicit to maintain/manage the common area and facilities with any further reference to the association/ society and the services undertaken in this regard by the builder shall be deemed to be the exclusive obligation of the association of the flat owners.
- f) The intending flat purchasers shall observe and perform all Rule, regulations guidelines framed by the society of flat purchasers and shall also observe and comply with the provision as enjoined in aby building rules, regulations byelaws by the concerned statutory authorities.
- v) The builders/developers shall be at liberty to appoint contractors, staff, supervisor, managers, architects, engineers to carry out the construction works and the owners will not have any objection for the same to such appointment at the developer's liability and risk.
- vi) That the builders/developers shall have the right to receive from the intending flat owners any earnest money and / or booking amount and also the balance of cost of unit and to grant receipts and execute such receipts as may be deemed necessary with respect to their share i.e. on 50% of the western side of built-up area. The builder/developers shall lawfully do and to execute and perform or cause to be executed and performed all such act or deeds in connection with transfer of proportionate impartibly share in the land and/or units in the said proposed building by virtue of of this agreement on receipt of consideration amount/construction cost with respect to share of 50% of the built up area of the developers at the western side as per the approved plan.
- vii) The owners hereby agrees to render help, which may be required for carrying out the construction of the proposed building and to render all help and assistance to the builder/developers to facilitate the construction of the proposed building on the said plot and in accordance with the terms of agreement.
- viii) That the owners shall remain liable to encumbrance, if any in respect of the said land up to date of this agreement, the builder/developers remaining liable for all encumbrances/ liabilities create after this date, in relation to the land or proposed to the land or proposed construction.



ATTESTED BY
NRUSINHA ACHARYA
 NOTARY, MALLS,
 Berhampur (Gm.)
 Regd. No ON-017/2014
 14/02/2019

A. Jagan Mohan Reddy

A. Jagan Mohan Reddy

A. Jagan Mohan Reddy

FURNISHED BY
 NOTARY: Berhampur Gm.
 14/02/2019

[Signature]
 Managing Director
 Vyekananda Land & Building Pvt. Ltd.
 VIP Colony, Kamapalli, Berhampur-760004



- ix) That the owners and builder/developer shall have the right to sue for specific performance of the contract/ agreement, or any other supplementary contract which may be executed for non-compliance of any term and the suing party shall also have a right to recover cost and damages if any.
- x) That in case the said property or any part thereof now declared or represented to be belonging to the owners or any other person claiming title paramount to the owners shall be liable for all the damages, losses and cost sustained by the builders. Accordingly the owners agree and undertake to keep the builders and /or their nominee(s) harmless, indemnified against all claims and expenses which the builders and /or their nominee(s) may be made liable to pay or suffer in case their right and title is questioned.

**11. ARTICLE – 6
ARBITRATION**

In case of any dispute or difference arising between the parties during the progress of the construction or after completion thereof, of abandonment of the work as to the construction of any covenant spelt-out under this agreement or any clause thereof or relating either to the said building work or arising out of this agreement or any clause thereof or relating either the said building work of arising out of this agreement or any other supplementary agreement, disputes relating to entitlements of the parties, failing which the parties may take the shelter of proper court of law for reference to an arbitrator as per the provisions laid down in Arbitration and conciliation Act. 1996 or any statutory enactments or modification there under the decision rendered by the said Arbitrator(s) shall be final and binding on the parties.



**12. ARTICLE – 7
JURISDICTION**

All accounts between the parties hereto shall be settled at the owners place and /or at any other place, as may be mutually agreed upon. The courts at brahmapur only have jurisdiction to entertain the disputes and difference between the parties.

**13. ARTICLE – 8
FUTURE ACTS**

That the parties have agreed mutually and additional agreement/ agenda in order to have addition or changes in specific identification and location of the apartments in each floor of the building, ground, floor parking space, stilt area and as well as the aerial space over the last floor is to be annexed to the addenda which shall form part of this agreement and binding on the parties their heirs, successors.

ATTESTED BY
N. Acharya
NOTARY,
Berhampur, Odisha
Regd. No. ON 01/2014
Exp. 10/2019

Amanojaya Patra

A. Jagjyoti Patra

A. Jagjyoti Patra

FURNISHED BY
NOTARY, Berhampur Gm.
14/02/2019



DECRPTION OF THE PROPERTY

Site situated at Ankuli, Industrial Estate to the extent of **Ac.0.308 Dec.**, in Mouza: Panakallapali, Ankuli, Berhampur Tahasil, in the district of Ganjam, Odisha, in the sub-registration of the Sub- Registrar, Berhampur town, covered by Plot No – 230/1807, 231, 232,233, 230/1825, 231/1284, 231/1285, 233/1286, 235/1287, 231/2048, 230/2047, 235/1811, & khata No – 384/740, 384/283, 384/2654, 384/762, 384/384, 384/2080, 384/2081. Mentioned below and bounded by:

- East: Land of A. Jangyaseni Patro & Anusuya Mahapatra
- West: Land of Anjali Tripathy
- North: Main Road
- South: Road and Land of Snehlata Mishra

IN WITNESS WHERE OF, the parties have here unto put, set and subscribe their respective hands and seal on the date, month and year first above written after understanding the contents thereof.



VIVEKANANDA LAND & BUILDING PVT.LTD.
Managing Director

[Signature]
Managing Director
Vivekananda Land & Building Pvt. Ltd.
VIP Colony, Kamapalli, Berhampur-760004

[Signature]

Executants

- [Signature]* A. Jangyaseni Patro
- [Signature]* A. Anusuya Mahapatra

Witnesses:

Identified by

[Signature]
Name.....
Date.....

NRUSINHA ACHARYA
ADVOCATE MALL.B.
Berhampur (Gm.)
Cell-9861361177

ATTESTED BY
[Signature]
NRUSINHA ACHARYA
NOTARY, M.A.L.L.B.
Berhampur (Gm.)
Regd. No ON-01/2014



DECLARATION

The Deponent having been identified by Advocate Sri. SAHAR solemnly affirms before me this the 14/02/2019 before the Notary, Bernampur 11:30 A.M. read over and explained the deponent who seems perfectly to have understood the contents and the said affidavit.

N. Agnarva
Notary, Bernampur (Gm)
Govt. of Odisha
Regd. No-ON-01/2014

14/02/2019

Managing Director,
Vishwanath Land & Building Pvt. Ltd.,
VIP Colony, Kamalpur, Barampore-751004

Identified by
ADVOCATE
Sri. SAHAR
Barampore (Gm)
Regd. No-ON-01/2014

ATTESTED BY
N. Agnarva
NOTARY,
Barampore (Gm)
Regd. No-ON-01/2014