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AGREEMENT

THIS DEED OF AGREEMENT made on this the

Tuly, 2020 (Two thousand twenty)

BETWEEN

SMT, ANJANA GURU, aged about 62 years, W/o. Sarat Chandra Guru, by caste - Brahmin, by profession - Housewife, resident of At. - Gurupada, P.O./District - Sambalpur (Odisha), PIN 768001, having PAN - CGPPG6741P, Aadhaar No.3767 8046 1110, Mobile No.9437756450 (hereinafter called the "1st PARTY" which expression shall mean and include her heirs, successors, assigns and representatives) of the ONE PART

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Managing Director 2.9.20

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AND

M/S. OMMBASTU BUILDCON PVT. LTD., a company incorporated under the Companies Act, 2013 having its registered office at Plot No.N5/170, I.R.C. Village, P.O. - I.R.C. Village, P.S. - Nayapalli, Bhubaneswar, District - Khurda (Odisha), having PAN - AADCO1672Q, represented by its Managing Director SRI BIJAY KUMAR PATRA, aged about 53 years, S/o. Late Satrughna Patra, by caste - Khandayat, by profession -Business, Aadhaar No.3869 7407 2340, Mobile No.9437034622 (hereinafter called the "2ND PARTY" which expression shall mean and include its directors, successors, executors, administrators, assigns and representatives) of the OTHER PART

WHEREAS, the 1st party is the absolute owner of the property mentioned in the schedule below, which stands recorded in the name of 1st party as per Record of Rights finally published vide Mutation Case No.4728/11 and the 1st party is in peaceful possession over the same without any dispute.

AND WHEREAS, the 1st party hereby declares that the said property is free from all encumbrances, litigation, disputes, liens, attachments and charges etc. and the 1st party is in peaceful possession over the said property having all rights, titles and

AND WHEREAS, the 1st party is intended to construct a multi-storied building over the said property and due to lack of perience, the 1st party approached the 2nd party to construct the

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multi-storied building over the said property at his costs and expenses and give 38% of the total super built up area of the apartment to her and the 2nd party agreed on 62% of the total super built up area with the 1st party and the parties hereby agreed and bound by the following terms and conditions.

- That, the 1st party has delivered the possession of the said property to the 2nd party for construction of multi-storied building over the said property at his (2nd party's) costs and expenses.
- 2. That, the 1st party has received a sum of Rs.1,00,000/-(Rupees one lakh) only as interest free refundable security deposit from the 2nd party, the receipt of which the 1st party has acknowledged and hereby admits and the said security will be refunded by the 1st party to the 2nd party at the time of delivery of possession of her 38% share to the 1st party.
- 3. That, the 2nd party shall construct the multi-storied building at his costs and expenses in accordance with the approved building plan by the B.D.A./B.M.C., within a period of 3 (three) years from the date of obtaining project registration certificate from ORERA.
- 4. That, the 1st party has executed a Regd. General Power of Attorney in favour of the 2nd party bearing I.D. No. 1092006544, dated 2-09-20 registered in the office of District Sub-Registrar, Khurda at Bhubaneswar,

for construction of multi-storied building over the said property and to sell the different units of the said building,

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except 38% share of 1st party, which the 1st party shall not cancel or revoke the said Regd. General Power of Attorney in any manner whatsoever at any point of time, if the 2nd party abides by the terms and conditions of the agreement.

- That, after approval of building plan, the 2nd party will issue a letter of allotment for 38% share of 1st party as per mutual understanding between the parties.
- 6. That, the 1st party shall receive her 38% share against the cost of the schedule property and the 1st party shall not claim any further money to the 2nd party in any manner whatsoever at any point of time.
- 7. That, after completion of the building in all respect, the 2nd party shall deliver the peaceful possession of 38% share of 1st party of the said apartment within the aforesaid stipulated period.
- 8. That, if any dispute is arises over the schedule property, the 1st party shall be held responsible for the same and shall solve the same immediately.
- 9. That the 1st party has no right to sell, mortgage, gift, will or enter into any agreement with anybody other than the 2nd party or his nominee (s).

IN WITNESS WHEREOF the parties signed this the day, month and year first above mentioned.

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SCHEDULE OF PROPERTY: 9561006174

District – Khurda, P.S. – Balianta, P.S. No.3, Tahasil – Bhubaneswar, under the Jurisdiction of District Sub-Registrar, Khurda at Bhubaneswar. Mouza – BANGUARI, Khata No.330/267 (three hundred thirty / two hundred sixty seven), Sthitiban, Plot No.272/1035 (two hundred seventy two / one thousand thirty five) ,Kisam – Gharabari, area Ac.0.060 (sixty) decimals, full plot. Rent Rs.2.00 paisa.

WITNESSES;

1 Ajanta Mish W/o Atanu Praharaj 20, Sahid Nagur Bhubanestrar

Anjana Gurer-2.9.20

1st party

2 S/o V Brajabardhe Saren Mpo - Jayapar ps- Balianta Khursha

OMMBASTU BUILDCON PVT. LTD.

Managing Director 2.9.20

Presence of Witness 2nd party

Presence of strains of the presence of

Notary, Got. Of Paria Notary, Got. Of Paria Odisha, BBSR, Dist-Khurde Regd. No.-7791/2008 Wob:-98640064-78