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Vol-2, P1-754 / 24 MAY 2019

भारतीय गैर न्यायिक

दस
रुपये

TEN
RUPEES

Rs.10

INDIA NON JUDICIAL



Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009
Mob:-9861006174

40AA 954507

ओडिशा ODISHA



Saajib Biswal

AGREEMENT

THIS DEED OF AGREEMENT MADE on this
27th day of MAR 2019, between, SRI ASWINI
KUMAR MOHAPATRA, aged about 59 years, S/o.
Upendra Mohapatra, by caste - Brahmin, by profession -
Business, resident of Kazi Bazar, Cuttack Town, P.S. -
Lalbag, District - Cuttack (Odisha), PIN - 753001, having
PAN - ACSPM3687R, Mobile No.9437028075, hereinafter

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Aswini Kumar Mohapatra

Ratnapriya Nanda

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Saajib Biswal
Proprietor

Rajashree Biswal

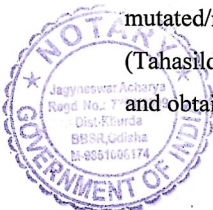
referred as **Owner/First party** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, assigns and representatives in interest) of the **ONE PART**.

AND

SR CONSTRUCTIONS, a proprietorship firm, having its office at 98, Satya Nagar, Bhubaneswar, District – Khurda (Odisha), PIN – 751007, represented by its proprietor SRI SANJIB BISWAL, aged about 46 years, S/o. Goura Chandra Biswal, by caste – Khandayat, by profession – Business, Mobile No.9437026400, here-in-after referred to as **Developer/builder** of the Second party (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, assigns and representatives in interest) of the **OTHER PART**.

1. (i) Whereas, the 1st party is the absolute owner of the property mentioned in the schedule below, having purchased the same from Velji Shivji and Dhiraj Kumar Shivji, vide Regd. Sale Deed No.6479, dated 06.07.1987 registered in the office of District Sub-Registrar, Bhubaneswar and the 1st party has got the said property mutated/recorded in his name in the Govt. Records (Tahasildar, Bhubaneswar) vide Mutation Case No.4468/90 and obtained "PATTA" (Record of Rights) thereof and the

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Rajakarmi Biswal

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1st party is in peaceful possession over the same without any dispute.

(ii) Where as the First Party owner is having the right, title, interest over the said plots having sthitiban right and absolute Ownership.

(iii) For the purpose of the Development of the said land by constructing a multistoried building, the owner has agreed to grant exclusive right of development to the Developer i.e. the second party, over the land more fully described in the schedule below on sharing basis i.e. 50% towards owner's share and 50% towards Developer's share, AND WHEREAS, the Developer is engaged in the business of developing on sharing basis, promoting construction of apartment from its own financial resources to carry out any development schemes including construction of apartments, engage engineers, masons and labourers and also put resources for apartments and supervise of completing the construction of the proposed apartments and to procure prospective buyers for the apartments and other spaces to be built as per the sanctioned plan.

(iv) Whereas the Developer on the approval of the owner has prepared a scheme for developing the said scheme and has taken the responsibility of development of the said land by raising apartments/multistoried buildings on an area of Ac-0.056 decimals as per the plan sanctioned by

B.D.A./B.M.C.

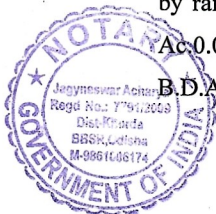
Ashir Karmacharya

Ratnapriya Nanda

Rajkarni Biswal

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Sanjib Biswal
Proprietor



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2. (i) AND WHEREAS, it appears to what has been stated herein before and in consideration of the owner having accepted the scheme of the Developer, the owner has appointed the Developer for developing the land mentioned in the schedule below over which the Developer shall have full right to construct apartments and to allot to the persons whom he/they select (s) out of the Developer's share.

(ii) NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:-

That on the approved plan of the owner, the Developer has agreed to undertake a scheme of development of the said property by raising and constructing apartments for residential purposes sanctioned/ approved by the BDA and at the time of construction or before commencements of the proposed apartments, the Developer will be entitled to dispose of the apartments falling of its share, in any manner, they may choose to any persons as may be chosen and selected by the Developer, fulfilling the terms and conditions laid down in this agreement.

(iii) That it is the duty and responsibility of the Developer to procure purchaser and the Developer shall be free to procure them and execute similar agreements with them from time to time without keeping any deceitful intention in mind.

Aspiri Kumar Mohota

Ratnapriya Nanda

Rajacharmi Biswal

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Sanjib Biswal
Proprietor



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(iv) It is further agreed that the Developer shall have no objection to the Ownership of that 50% of the total super built up area of the apartment. If the owner intends to sell his share of the apartment earmarked, then the Owner can do so at his free will and choice, not depending on the Builder.

It is further agreed that the Developer will be at liberty to dispose of by sale the rest 50% of the total super built up area along with the proportionate impartible undivided share in the land on which apartment to be constructed by the Developer to which the Owner shall have no objection for such sale and Developer shall appropriate full amount of the consideration money paid by the intending purchaser towards the expenditure incurred by the Developer for this purpose the owner shall execute to-day an irrevocable power of attorney in favour of the Developer authorizing him to sell 50% of the total super built up area along with proportionate impartible undivided share in the land.

3. It has been further agreed by and between the parties herein as follows :

- (i) That in consideration of the aforesaid terms and conditions the Developers has paid a sum of Rs.1,00,000/- (Rupees one lakh) only on this day of execution of this agreement, as non-refundable security or advance to the First party/ owner.

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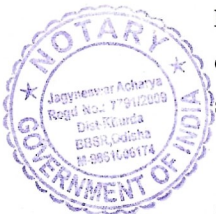
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SR Constructions

Sajib Biswal
Proprietor

Ratnapriya Nanda

Rajhanmi Biswal



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- (ii) The Owner or any person claiming under him shall not interfere with the quiet and peaceful construction of said premises by the Developer till final construction.
- (iii) The Developer by virtue of the said irrevocable power of attorney shall sign the map or plan and other papers that may be required and shall also sign all other papers and documents as may be required or be necessary for the purpose of getting the said sanction/approval and also for obtaining all necessary approval from the concerned authorities.

Ashwin Kumar Mishra

SR Constructions

Sugjit Biswal
Proprietor

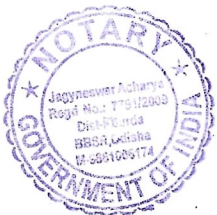
4. The Owner has further agreed as follows:

- (i) Not to sell, transfer or mortgage or change or encumber or alienate the said premises or any part thereof except the portion allocated to him in this agreement.
- (ii) Not to enter any agreement for development in respect of the said property with any body, else, during the agreed period or in other words when this agreements is in force.
- (iii) Not to do any act, deed or things thereby the Developers may be prevented from constructing, selling assigning and/or disposing of any of the Developer's allocated share in the proposed project/apartments on the said premises.

Ratnapriya Nanda

Rajakarmi Biswal

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- (iv) It has been agreed by the Developer that he would complete construction of all the apartments as per the approved plan within 2 (two) years from the date of approval of building plan, unless, prevented by reasons beyond the control of the Developer i.e. Earth Quake, Civil commotions, strike, riots and litigations, rationing cement, steel rods etc. in respect of apartments, the Developer shall have full right to choose intending purchasers of the proposed apartment, of his allotted portion.
- (v) The total flooring will be of standard quality vitrified tiles and there will be concealed wiring of electrical lines, pipe lines, will be of G.I., P.V.C. with necessary ISI mark quality fitting. Fittings will be of good quality fitted in the entire building. The doors will be of best commercial quality. The windows will be of aluminum with glass fittings.
- (vi) That the Owner of the First part or his prospective purchaser, on completion of the apartment in all respect, will bear the proportionate cost of common part of the maintenance expenses like electricity and water charges, sweepers salary , watchman's salary and other common expenses, which will be decided by all the flat Owners, on forming a Society.
- (vii) Electric Meter deposits, power line deposits, electric transformer deposit, water connection deposit and

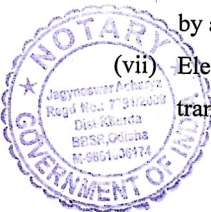
Aswini Kumar Mishra

Ratnapriya Nanda

Rajaharini Biswal

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Sanyas Biswal
Proprietor



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other incidental expenses shall be borne by the Developers of the Second Part and the same will be born by the Owner proportionate to his share.

- (viii) The Owner will be no way responsible for construction of the apartments over the schedule land. Any illegal or unauthorized construction if any made by the Developer, the Developer shall be held responsible for fine and punishment and shall compensate the Owner for such illegal and unauthorized construction.
- (ix) The Owner shall deliver the peaceful and vacant possession of the said premises to the Developer simultaneously upon execution of this agreement.
- (x) That subject to the provision of these presents, the Owner hereby gives the Developer exclusive right to construct apartment on the portion of the land mention in the schedule and as per the approved plan of B.D.A./B.M.C.
- (xi) That not withstanding any clause, the Developer shall not modify the plan of construction, until and unless, it is duly approved by the B.D.A./B.M.C.
- (xii) That the Developer shall always remain liable to bear all costs, expenses and durability of the apartment or apartments constructed by the Developer according to plan as mentioned above or modified plan which ever may be applicable if the question at all arises in future.

Aswini Kumar Mishra

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Sanjib Biswal
Proprietor

Ratnapriya Nanda
Rajakumari Biswal



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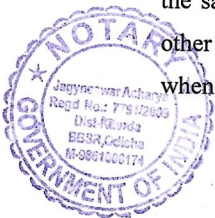
(i) That it is further agreed by and between the parties that in case of acquisition of the said land and/or apartments or any part thereof by the public authority, the compensation receivable by the Owner of the Developer or the purchaser as the case may be shall be apportioned among them, subject to condition, if the super built up area is completed and divided between themselves as per proportion of 50% each.

(ii) That it is further agreed that with the execution of these presents for the purpose of giving effect to this agreement the Owner will execute and register an irrevocable power of Attorney in favour of the Developer authorizing them to construct the proposed apartment and to store materials and to construct shed for the labourers and to submit plans, with the concerned authorities, and to do other things which are necessary for construction of the proposed apartments.

(iii) That the Owner shall at the request of the Developer, execute such documents, papers, memorandum and deeds in furtherance of these presents which the Developer may require from the Owner for smooth and expeditious construction of the proposed apartment.

(iv) That the Owner shall also authorize the Developer by the said proposed irrevocable power of Attorney to do all other acts, deed, and things at the instance of the Developer, whenever, necessary to obtain approval, permission or

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Asmita Kupper Mahanta

Ratnapriya Nanda

Rojaharini Biswal

SR Constructions

Sajib Biswal
Proprietor

[Handwritten Signature]
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sanction of any public or statutory body, as may be required for the construction of the proposed apartments..

(v) PROVIDED ALWAYS ; that , the Developer shall bear all cost and expenses for all such documents, letter, papers memorandum etc. shall deposit requisite fees necessary and obtain refund of fees and appropriate the same without any way being answerable to the Owner for the same.

(vi) That the Owner hereby agrees that he shall not do anything in regard to the said premises, whereby the right of the Developer to undertake construction of the proposed apartments and to dispose of the said apartments is prejudicially effected and/or construction be delayed or disturbed in any manner of whatsoever nature.

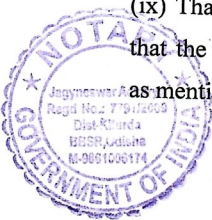
(vii) That is clearly understood by and between the Owner and the Developer that the Developer shall be entitled to assign the right of construction at the risk of the Developer entirely in respect of the proposed building on the said property.

(viii) The Developer hereby agrees that he shall keep the Owner indemnified and keep him harmless against all third party claims arising out of any act or omission on the part of the Developer, their agents, men or labourers during the construction of the proposed apartments.

(ix) That it is mutually agreed by and between the parties that the Developer will construct apartments over the land as mentioned in the schedule below for the use of

Asim Kumar Mishra
SR Constructions
Sojib Biswal
Proprietor

Ratnapriya Nanda
Rajakumari Biswal



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residential complex as per the said approved plan of B.D.A./B.M.C. and will be at liberty to sell 50% of the total super built up area of the apartment along with proportionate impartible undivided share in the land.

(x) That at the time of allocation of the Owners share (i.e. 50% of total super built up area along with parking space) the Owner will be allocated from all sides, all floor and all type and height proportionately on mutual understanding of both the parties..

(xi) That after approval of the plan there be a mutual agreement between parties hereto demarcating the share of the Owner before transferring or giving possession of the Developers share to the different purchasing parties of the apartment.

(xii) That in case of any natural calamities such as flood, heavy rain, cyclone, earth quake, etc. or any other unrest, any Government Policy measures, enactment of any law, order of the Court etc. for which any situation arises, so as to make the situation beyond control of the Developer to continue the construction work the time period for completion of the work shall be extended by that time period.

(xiii) That the Developer shall be entitled to take any partner for smooth execution of the construction work and share the benefits whatsoever, without adversely affecting the Owners interest.

Asmita Kumar Mishra

Ratnapriya Nanda
Rajakumari Biswal

SR Constructions
Saxena Biswal
Proprietor



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(xiv) That the time period for competition of the apartment in all respect, is for 2 (two) years from the date of approval of building plan and shall be extended for such time period in writing as may be mutually decided /agreed by the Owner and the Developer.

(xv) That the Court at Bhubaneswar alone shall have jurisdiction to adjudicate dispute, suit and proceeding arising out of this agreement.

IN WITNESSES WHEREOF , the parties to this agreement have put their seal and signatures, on this day, month and year above mentioned in presence of the following witnesses:

SCHEDULE OF PROPERTY

District – Khurda, P.S. – New Capital, Hal P.S. – Kharavel Nagar, P.S. No.47, Tahasil – Bhubaneswar, under the Jurisdiction of District Sub-Registrar, Khurda at Bhubaneswar. Mouza – BHUBANESWAR SAHAR, UNIT NO.10, SATYA NAGAR, Khata No.303/55 (three hundred three / fifty five), Sthitiban, Plot No.280/1251 (two hundred eighty / one thousand two hundred fifty one), Kisan – Gharabari-II, area Ac.0.056 decimals (fifty six decimals), full plot. Rent Rs.31.50 paisa.

Aswini Kumar Mishra

SR Constructions
Sajib Biswal
Proprietor

Ratnapriya Nanda
Rajalaxmi Biswal



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WITNESSES

1. Ratnapriya Nanda
W/O Aswini + Ku. Mahapatra
Kazi Bazar
Cuttack . 753001

Aswini Kumar Mahapatra
Signature of the First Party (Owner)

2. Rajahammi Biswal
W/O - Sanjib Biswal
98. Satya Nagar
Bhubaneswar
Pin-751007

SR Constructions
Sanjib Biswal
Proprietor

Signature of Builder/Developer

CERTIFICATE

Certified that the Executant of this deed is my client and the deed has been processed in Computer by my computer operator, according to my dictation and the contents of the deed was explained to the executant, who being satisfied about the correctness of the same put their signatures in my presence and in presence of the witnesses.

Executed in
Presence of Witness

ADVOCATE, BHUBANESWAR.



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