

1131704000

भारतीय गैर न्यायिक

दस
रुपये

TEN
RUPEES

Rs.10



ଓଡ଼ିଶା



Hadibandhu Senapati



Chetan Kumar Tekariwal

35AA 664187

Handwritten notes and numbers: 10/100, 1240, 340

MEMORANDUM OF AGREEMENT

Collaboration agreement for commercial exploitation of the land by construction of multi-storied building comprising independent units/Retail/Villas/Parking having the character of a joint venture scheme.

This Memorandum of Agreement is made and executed on this 30th day of May, 2017 (Two Thousand Seventeen).

BETWEEN

HADIBANDHU SENAPATI aged about 67 years, S/o Late Khetrabasi Senapati, resident of Siripur, Nuasahi, P.S.: Khandagiri, Bhubaneswar-3, Dist.-Khurda (Odisha); hereinafter referred to as the Party of the First Part which expression unless excluded or repugnant to the context shall mean and includes his legal heirs, successors, executors, administrators and assigns of the party of FIRST PARTY.

AND

M/s. HARSHPRIYA CONSTRUCTIONS PVT. LTD., a company incorporated under the Companies Act., 1956, having its regd. office at 542, Saheed Nagar, Bhubaneswar, Dist.-Khurda (Odisha), represented by its Director, **SRI CHETAN KUMAR TEKARIWAL**, aged about 60 years, son of Late Mannalal Tekariwal, by Profession : Business, here in after called the Party of the Second Part, which expression unless excluded or repugnant to the context shall mean and includes all the directors, successors in interest and assign of the party of the SECOND PART.

(17)

Handwritten notes and signatures on the right side: Hadibandhu Senapati, Chetan Kumar Tekariwal, Director, For Harshpriya Constructions Pvt. Ltd., 30/05/2017

No 5217

PK 102

Chetan Kumar Swain

G2, Shubani

[Handwritten signature]

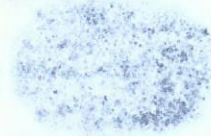
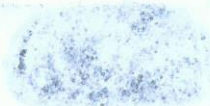
INT. DIST. TREASURY
KAURDA, SHUBANI
29 DEC 2016
ADDL. TREASURY OFFICER

PK 102

30/12/17

Chetan Kumar Swain

PRAMOD KUMAR SWAIN
STAMP VENDOR
BHUBANESWAR



AND WHEREAS a delineation of the genesis of the title to the land morefully described schedule below, originally stood recorded in the name of Sri Bhima Charan Swain son of Ramachandra Swain of Paikrapur as per 1962 Sabik and 1988 Hal ROR published by the Settlement Authority, the said recorded tenant Bhima Charan Swain in order to meet his legal necessities had alienated the schedule land in favour of Smt. Haramani Paikray W/O-Sri. Purna Chandra Paikray vide RSD NO-3689 dated 12.4.1982 on receiving good consideration amount and deliver the possession thereof.

AND WHEREAS, the purchaser Smt. Haramani Paikray after purchasing the land in question had mutated the land records in her name and accordingly obtained correction ROR bearing Khata No-813/417, Plot No-1141, area Ac0.170dec, Kisam- Gharabari, issued by Tahasildar, Bhubaneswar vide Mutation Case No. 2801/1996.

AND WHEREAS, after obtaining correction ROR, the said Haramani Paikray had executed a registered General Power of Attorney in favour of her son Sri. Susanta Kumar Paikray vide Regd. GPA Deed No-806 dated 15.10.2001, registered before the S.R Khandagiri. Wherein, she had given several rights including saleable right to her Attorney Holder Sri Susanta Kumar Paikray.

AND WHEREAS, by virtue of aforesaid Power of Attorney, the Attorney Holder, Sri Susanta Kumar Paikray had alienated 50% of the said land i.e Ac.0.085 dec out of Ac.0.170 dec from the east side in favour of the party of the 1st part vide Regd. Sale Deed No-6476 dt.21.12.2004 registered before S.R. Khandagiri, Bhubaneswar.

AND WHEREAS, after purchasing the same, the party of the 1st part had initiated mutation proceedings before the Tahasildar, Bhubaneswar for correction of Record of Rights in respect of his purchased area and accordingly the concerned Tahasildar after perusal all the relevant documents and field inquiry have issued correction ROR bearing Khata No-813/1362, Plot No-1141 Area : Ac.0.085 dec in favour of first party vide Mutation Case No. 641/2005. Since the date of purchase, the first party is in peaceful possession over his purchased area having every right, title and interest thereover and also exercising the various acts of ownership over the same, by paying ground rent to the concerned authority and obtained up-to-date receipt thereof.

Haramani Paikray

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Patra

Director

Susanta Kumar Paikray

Rajan Kumar Paikray

AND WHEREAS from the above recitals, it is clear that the flow of title in respect of the land set out in the foregoing paragraphs manifests that the Party of the First Part having every right, title and interest over his purchased land area of Ac.0.085 decimals.

AND WHEREAS the Party of the First Part as well as the adjacent plot owner has been nourishing a desire to construct and execute multi-storied building over the land comprising independent commercial/residential units/flats in accordance with the composite and comprehensive building plans to be approved and sanctioned by the Plan Sanctioning Authority. But since construction of a high rise building is a complicated job requiring special skills and expertise which is beyond the capabilities of the Party of the First Part, he has given an offer to the Party of the Second Part who are actively engaged in the field of real estate and having successfully constructed and executed several multi-storied/high rise buildings for construction of such multistoried buildings by amalgamating/merging our plot with adjoining plots, if necessary. The Party of the Second Part has accepted the offer and agreed to construct and execute the proposed multi-storied building at their own cost in accordance with the composite building plans to be approved and sanctioned by B.D.A/BMC. Pursuant to this, several terms and conditions have been mutually agreed upon by and between the parties. To avoid future complications that may arise, the parties agreed to reduce such terms and conditions in writing.

Now this indenture witnesseth as follows:-

1. The Party of the First Part declares he has an absolute and infeasible rights, title and interest in respect of the land in question as set out in the schedule and he is competent to deal with the land without any restrictions what so ever. He further states that he has the absolute authority and competency to confer and vest rights upon the Party of the Second Part to undertake development of the land by construction of multi-storied residential/commercial complex over the said land in

Harshprya Senapati

For Harshprya Constructions Pvt. Ltd.
Chetan Kumar Prasad

Director

Satyamayan Senapati
Rajesh Kumar Senapati

accordance with the building plans to be sanctioned and approved by Plan Sanctioning Authority. Such building plans shall be prepared by Qualified Architects keeping in view the building norms, guidelines and parameters envisaged in the B.D.A regulations. The entire cost of preparation of building plans shall be borne by the Party of the Second Part.

2. Both the parties agree that the construction of the building shall be completed in all respects within a time frame after obtaining the sanction and approval of the Plan Sanctioning Authority.
3. The Party of the Second Part or any of its associate or Sister Concern or joint venture Company shall construct the proposed residential/commercial multi-storied building strictly in accordance with the building plans to be sanctioned by B.D.A/BMC and shall not make any deviations from the approved plan or construct any un-authorized units. The Party of the Second Part assures that the building shall be constructed in accordance with the approved plans and maintain the quality of construction as well as structural stability.

4. **Definitions**

Unless in these presents there is anything inconsistent therewith-

- i) **Land** shall mean the land as described in the schedule appended here to and more fully delineated in the attached rough sketch map forming a part of this document.
- ii) **Proposed building/complex** shall mean the multi-storied building to be constructed and executed over the commercial/residential said land along with other adjacent /surrounding land.

Harishandra Sengupta

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Gocainwal

Satya Narayan Sengupta
Rajjan Kumar Sengupta

- iii) **Land owner** shall mean **HADIBANDHU SENAPATI** the Party of the First Part mentioned above and includes his legal heirs, successors, legal representatives and assigns.
- iv) **Developers** shall mean **M/s. HARSHPRIYA CONSTRUCTIONS PVT. LTD.**, the Party of the Second Part or any of its associate or Sister Concern of Joint venture Company who will construct and execute the proposed building complex and includes its directors, successors-in-office, administrators and assigns.
- v) **Common facilities** shall mean and include all the common areas earmarked in the building as per the approved plans like passages, corridors, lobbies, staircases, lift, common utility areas, and other common facilities and amenities which may be provided by the developers in the complex.
- vi) **Building plans** shall mean the approved and sanctioned building plans, elevations, designs, specifications as sanctioned and approved by Plan Sanctioning Authority and also includes any revised plans modifying the original approved plan.
- vii) **Parking Space** shall mean the designated areas/units/spaces intended for parking of vehicles.
- viii) **Architect** shall mean the principal architect-cum-project consultant appointed by the Developer for the proposed building complex.
- ix) **Flats/units** mean a self contained independent flats/Units /commercial space/shops/residential accommodation only.

Hadibandhu Senapati

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Senapati

Director

Satyam Narayan Senapati

Rajan Kumar Senapati

- x) **Super built up area** shall mean the plinth area of the flat together with proportionate extent of common areas and service areas as may be decided and fixed by the land owner and builder/developers jointly.
- xi) **Carper area:** shall mean the area of tilling of the internal area of the unit/flat/shop excluding the outer wall of the relative construction unit.
- xii) **PROJECT MEANS** that building and the land appurtenant thereto and all passages the parking space, amenities provide thereto etc at provided in Plan Sanctioning Authority.

5. The land owner party of first part prior to execution of this agreement has already placed at the complete disposal of the developer party of the second part physical actual vacant possession of the land and irrevocably assign and vest upon the developer party of the second part the unfettered right to amalgamate the land parcel with their existing holding and suitably prepare and submit the building plans to the Plan Sanctioning Authority and obtain the requisite permission, sanction and approvals for development and construction of the proposed building complex, by executing a registered General Power of Attorney on dated 30.05.2017 vide GPA ID No 1131703995. Though the construction of the proposed multi-storied building is essentially a joint venture of the land owner and the developer it shall be the primary responsibility of the developers to prepare and submit the building plans before the Plan Sanctioning Authority and all expenses/charges incurred for obtaining approval/sanction of such building plans shall be borne by the developer. The land owner agrees and undertake to extend all cooperation and to sign necessary applications as may be required in connection with such submission of building plans for obtaining approval and sanction from Plan Sanctioning Authority.

Harshprya Sanjay

For Harshprya Constructions Pvt. Ltd.

Chetan Kumar Prasad

Director

Satya Narayan Senapati
Rajan Kumar Senapati

6. The developer assures that the building plans shall be prepared strictly in accordance with the Rules, Regulations and bye laws in force. The proposed building shall be of a standard quality construction.
7. The developer further states that the proposed building shall be constructed under their direct supervision and shall comply with all the stipulations made by Plan Sanctioning Authority and also shall confirm to all the rules and regulations of the local authorities as may be applicable.
- 8.(i) The construction of the project will be completed /finished within a time schedule of 36 months from the date of sanction of the building plan by the Sanctioning Authority , after getting Plan Sanctioning Authority noc for drainage & sewerage works and go ahead clearance from the appropriate authority. If for any reason, Builder/Developers fails to complete the project in all respect within 36 month, then the completion period shall be extended by another 06 month. If the Builder/Developers unable to complete the project in all respect within 42 months ,he shall pay a nominal rent on the land owner's share of constructed area/unit in the project for the delay period. The Builder/Developers will prepare a plan and submit the same before the Plan Sanctioning Authority for necessary approval of the same.
- (ii) The developer further states that they will make all efforts to complete the building within 42 months as stated above unless prevented by force major conditions.
9. **The party of the first part agrees and covenants with the developer as follows:**
 - (a) Not to interfere or obstruct the construction of the proposed commercial space/residential building over the said land unless the developer violates the essential terms and conditions as agreed upon and stated in their agreement.

Haribonoh Suspa

For Harshriya Constructions Pvt. Ltd.
Chetan Kumar Prasad

Director

Sastrya Narayan Sengapat
Ranjana Kumar Sengapat

- (b) Not to prevent the developer from entering into negotiations with intending purchasers of flats /shops/ units for disposing or transferring the developers allocation / entitlement of the total built-up area of the building to be constructed and executed over the said land.
- (c) Not to enter into any agreement with any third party in respect of the land in Question or any portion thereof and shall ensure that the land is not subjected to any charge or encumbrance.
- (d) The Party of the First Part hereby confers and vests absolute right and authority upon the developer to commence carry on and complete the construction of the multi-storied building in accordance with the approval / sanction accorded by the Authority.
- (e) Bear, pay and discharge all outgoing such as rates, cesses, charges and taxes, payable to anybody/ authority/ statutory authority relating to the said Schedule Property up to the date of execution of this agreement.
- (f) The first party shall not do any act, deed, matter or thing whereby or by means whereof the approvals, permissions and sanctions granted by the appropriate authority, for the development of the schedule property is or may be or likely to be cancelled terminated or otherwise made invalid and inoperative.
- (g) The first party shall do and perform all acts, deeds matters and things as may not be prohibited in law including but not limited to entering into agreements with prospective purchasers of the owner's share in the built-up area.

Harishankar Senapati

For Harshpiya Constructions Pvt. Ltd.
Chetan Kumar Prasad

Director

Satyajit Kumar Senapati
Rajan Kumar Senapati

10. The Party of the First Part shall at the request of the developers undertake to sign and execute further documents, affidavits, applications as may be necessary from time to time for completion of the exercise. The Party of the First Part further undertakes to sign all required sale deeds/construction agreements etc. with the flat purchasers pertaining to the developer share in the project, as and when necessary.
11. The land owner further undertakes not to cancel the Power of Attorney which has already been executed an irrevocable Power of Attorney in favour of the Second Party on dated 30.05.2017 for the purpose of giving effect to implement the various terms and conditions herein contained, more specifically to execute on his/their behalf all sale deeds in favour of the proposed purchasers of the flats/units/commercial spaces sponsored by the developers transferring the proportionate impartible undivided share in the land.
12. To furnish copies of any document pertaining to the title of the land or to establish that the land is free from any charge or lien before approval of the building plans.
13. The Developer shall be entitled to carry out the development/construction on the Schedule Property either independently or by appointing contractors/sub-contractors or other agencies. The Developer shall alone be responsible for the payment of the cost of construction or labour and other charges payable to such contractors/sub-contractors and the owner shall in no way be responsible for any failure or default of the developer.
14. The Party of the First Part further states that the developer, Party of the Second Part shall be entitled to dispose by way of absolute sale or otherwise the entire built-up area to be constructed over the area as per the specifications mentioned in the brochure, in favour of the intending purchasers of the flats/units/commercial space together with proportionate undivided interest in the land, on its **50%** share of built up area which is the entitlement of the builder/developers.

Harish Chandra Senapati

*Sachya Narayan Senapati
Rajesh Kumar Senapati*

For Harshriya Constructions Pvt. Ltd.

Chetan Kumar Prasad

Director



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 5©
 Fees Paid: A(10)-100,, User Charges-240, Total-340

Date: 30-05-2017

[Signature]
 Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar **Sub-Registrar KHANDAGIRI** between the hours of 10:30 AM and 2:30 PM on the **30-05-2017** by **HADIBANDHU SENAPATI**, son/wife of **LATE KHETRABASI SENAPATI**, of **AT - SIRIPUR, NUASAH, PS - KHANDAGIRI, BBSR, DIST - KHURDA**, by caste **General**, profession **216**, and finger prints affixed.

[Handwritten signature]

~~Signature of Presenter / Date: 30-05-2017~~

[Signature]
~~Signature of Registering officer~~

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
HADIBANDHU SENAPATI		 311814790	<i>[Handwritten signature]</i>	30-May-2017
CHETAN KUMAR TEKARIWAL DIRECTOR MS HARSHPRIYA CONSTRUCTIONS PVT LTD				30-May-2017

15. It is agreed by and between the parties hereto that marketing of the entire area to be developed in the residential/commercial complex is to be done by the project shall be developed, branded and marketed by the developer. The developer shall decide the name of the complex/project/building, after sanction of the plan.
16. That after getting approved plan, the developer will have absolute right and authority to advertise in any mode for sale of unit in the project related to its share and the developer shall be entitled to receive the earnest money and/or advance from the prospective purchaser(s) against booking of unit relating to its share in the project even before commencement of work of construction on the schedule land.
17. That, both the developer and the land owner will have independent ownership and control over their respective shares of the notionally decided built up area allocable against his/their portions of the schedule land and will have full authorization to dispose of the same as per his/their own will.

18. **Owner's Warranties**

The Owner hereby declares, warrant and confirm that:

- (i) There are no encroachments or unauthorized constructions on the said schedule property.
- (ii) The title of the owner to the said property is clear and marketable and free from all encumbrances and that there are no covenants and /or restrictions prohibiting or impeding the development of the said property in terms of these presents.
- (iii) There are no reservations affecting the said property and the said property falls within the Gharbari kism and there are no impediments in carrying out construction thereon as the schedule land is Homestead.

Harshprya Senapati

For Harshprya Constructions Pvt. Ltd.
Chetan Kumar Prasad

Director

Satyajit Narayan Senapati
Rajan Kumar Senapati



240945682

Satya Narayan Senapati

Notified by **SATYA NARAYAN SENAPATI** Son/Wife of **N/A** of **BBSR, DIST - KHURDA** by profession **ଅଧିକାରୀ**

Photo	Thumb Impression	Signature	Date of Admission of Execution
	 <p>40475859</p>	<p><i>Satya Narayan Senapati</i></p>	<p>30-May-2017</p>

30-05-2017

Signature of Registering officer

Endorsement of certificate of registration under section 60

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

Number : 1 || Volume Number : 75

Document Number : 11131703811

Year : 2017

12-06-2017

Signature of Registering officer

Print

- (iv) He/She/They is/are in exclusive possession of the Schedule Property and no other person or party has any right, title, interest or possession therein;
- (v) He/She/They has/have not received any notice of acquisition or requisition of the Schedule property or any part thereof from the Government/statutory or any other Authority or court.
- (vi) He/She/They has/have not entered into any agreement for sale (whether verbal or in writing), transfer, ease, mortgage, license or any commitment of any nature in respect of the Schedule property or any part thereof nor has it entered into any agreement for sale of any premises in the proposed structures and buildings.
- (vii) He/She/They shall not hereafter create any third party interest in respect of the schedule property and/or the proposed structures and buildings or any part thereof except with the prior written consent of the Developer.
- (viii) Neither the execution and delivery of this Agreement, nor the performance of the obligations by the Owner hereunder will result in the breach of, or default under any material agreements, to which the Owner is a party which violate or otherwise conflict with any law or any order, decree of any court or governmental instrumentality;
- (ix) There are no tenants/licenses and occupants, authorized or unauthorized, on the Development Land and no other person has any claim in respect thereof, and there are no other structures on the Larger Land including the Development Land save as disclosed herein;

Harshprya Senapati

For Harshprya Constructions Pvt. Ltd.

Chetan Kumar Prasad

Director

Satyam Narayan Senapati

Rajan Kumar Senapati

- (x) There are no proceedings, pending or threatened, against the Owner under the provisions of the Income Tax Act, 1961 or any other tax law in force in India for the time being and that no notice has been received or served on the Owner under Rules 2, 16, 21 and 51 of the Second Schedule to the Income Tax Act, 1961.
- (xi) The Owner confirms that relying on the aforesaid representations, and the Recitals, the Developers have entered into this Agreement and the same shall remain correct and binding on the Owner for the term of this Agreement.
- (xii) The party of the first part hereby also agreed that, if registration required in order to passing clear title in respect of allotted flat /commercial space which is to be allotted in favour of party of the first part towards his/their share in that case the party of the first part shall bear all taxes and registration expenses including stamp duties and registration fees. Further, the party of the First Part shall pay ongoing charges towards maintenance, society corpus fund and club membership etc. Also, any taxes including service tax/levies imposed by the Govt. agencies presently in force or to be applicable in future purporting to this Development Agreement or otherwise shall be borne by the Land owner (Party of first part).

19 The developers agree and undertake as follows:

- a) The construction of the proposed multi-storied building shall be commenced as soon as possible after obtaining the approval and sanction of the building plans from the Plan Sanctioning Authority as well as clearances from Plan Sanctioning Authority to go ahead with the construction work.

Haribandhu Senapati

For Harshniya Constructions Pvt. Ltd.

Chetan Kumar Braichah
Director

Satya Narayan Senapati
Rajyan Kumar Senapati

- b) The developers further undertake not to violate the building plans, conditions given in the permission / approval / sanction letter or any rule, regulations framed by the appropriate authority in respect of the construction of the said building complex.
- c) It is agreed upon that any labour force / workman / technician engaged in the construction of the proposed multi-storied building by the developers shall be treated and deemed to be the employees of the developers. It is explicitly made clear that under no circumstances the land owner shall be treated or construed to be the employers of the aforesaid labourers / workmen / technicians to be engaged by the developers for construction of the proposed multi-storied building complex. Consequently, the land owner shall not be liable to pay any compensation to any such workmen, labourer or technician that may be engaged by the developer for construction of the complex. The developers shall be liable in respect of any dispute which may arise under the labour laws or under workmen compensation Act and if the Authority or the tribunal award, if any, shall be the liability of the developers to pay such compensation or the amount quantified in the Award/Order. The developers undertake to indemnify by the land owner from any such liability.
- d) The party of the second part hereby also undertakes that after approval of building plan the developer shall issue allotment letter to the party of first part immediately advising him/them towards his/their allotted flat/commercial space.

Harishanath Seneapati

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Seneapati
Director

Sushya Narayan Seneapati
Rajeev Kumar Seneapati

20. **SPECIFICATION FOR CONSTRUCTION OF RESIDENTIAL COMMERCIAL COMPLEX.**

A. The Developers/Builders shall provide the following amenities in the said building.

Flooring- All the floor will be of ceramic tile kajaria/Bajaj or Equivalent make vitrified tiles of premium quality of branded company.

Kitchen- Ceramic floor Tiles flooring with Granite platform and designer tile dado.

Toilet- Antiskid tile on floor and designers tile up to 7 ft. height will be Kazaria/Bajaj or equivalent , Ceramic fitting will be of parry ware/cera/Nycer or equivalent & sanitary fittings will be jaquare/Mark make or equivalent.

Windows- Aluminium windows fitted with glass & grill.

Doors- Flush floor of good quality with wooden chookath. Teak Veneer finish main door and Godrej locks on main doors.

Walls- Wall made of first class K.B Bricks. Interior walls will have one coat of putty wall with one coat of primer and two coats of painting. Exterior walls shall have Weather coat finish paint cement works made of ULTRATECH & LAFARGE or equivalent Lighting Concealed wiring network with Anchore/Finolex or equivalent Electricals fittings. Inverter point will be provided.

Common facilities.

- a) Elevator
- b) Generator (Common space and elevator)
- c) Deep Bore well with submersible pump set and motor.

Hadibandhu Senapati

For Harshniya Constructions Pvt. Ltd.

Chitar- reena Prasad

Director

Satya Narayan Senapati
Rajan Kumar Senapati

B. The main approach road along with the roads/drive ways/passages/pavements which will be provided inside the complex as per the approved plan by Plan Sanctioning Authority shall be used by the party of the 2nd part for construction of buildings over the adjoining plots which shall come up in future as per rough sketch map of scheduled land vide Para-4(i) above. The party of the first part as well as the prospective purchaser of the flats/units shall have the rights to use such roads/pavements/driveways etc provided in the complex. Such right of user of passages etc is a qualified and restricted right and not an exclusive right. It is explicitly made clear that the party of the second part shall have absolute right to use and enjoy such main approach roads/pavements/passages/driveways for effectually carrying out construction work over the nearby plots which shall come up in future on the project land as per sketch map enclosed vide Para-4(i) above . As a result the prospective purchasers of the flats in future projects can exercise their easementary rights of passage in respect of the roads / passages /driveways etc without any obstruction or interference by the party of the first part or the members of the society to be formed by the purchasers of flats in the project in question. The party of the first part or the association of the flat owners shall have no right to make any obstruction over the area earmarked as passages etc or cause any encroachment over any portion of roads/passages etc.

21. Allocation of built-up space/constructed space:

- a) The party of the 1st Part (Land owner) will be allocated **50%** of relevant super built up area (proportionately in each floor relevant to the land area of the party of the first part, basing on his/her/their extent of land contributed in the project with respect to the total extent of project land and total approved built-up area) as the

Harish Chandra Senapati

*Satya Narayan Senapati
Rajen Kumar Senapati*

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Pasariwal
Director

compensation of the land area of the party of the first part. This shall stand as the full & final settlement & entitlement of the Land Owner against his/her land of **Ac.0.085** decimals and the Land Owner i.e. party of the 1st Part shall not be entitled to any other kind of settlement and the balance **50%** of the relevant super built up area in the said project complex together with parking spaces fall to the share & entitlement of the part of the 2nd Part/Developer, who shall always be free to deal with in any manner it so like including that of sale, pledge, Lease, Rent out etc.

- b) If in case the super built-up area entitlement of the party of the First Part is more than the super built-up area of one full/complete flat/unit/commercial space (either chosen by the party of the First Part or offered by the party of the Second Part) in the complex, then the Land Owner party of the First Part shall compensate the Developer party of the Second Part for that difference super built-up area. Such compensation shall be by way of payment of cash basing on the then selling price per square feet of that project/complex. This same modalities will be applicable vice-versa. It shall however be open to the parties to arrive at any other mode of payment of compensation as may be mutually agreed upon.

22. Residuary terms:-

- (a) If any provisions of this Agreement is invalid or unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provisions and such provisions shall be inoperative and shall not be part of the consideration moving from either party to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein

Hadibar Du Suropti

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Ponnaiyal

Director

Satya Narayan Senapati
Rajyan Kumar Senapati

- (b) It is hereby expressly agreed and declared that the relation of both the parties do not create any partnership or joint venture or association or persons between the parties hereto; Each of the parties hereto has undertaken obligations and has rights specified herein.
- (c) It is agreed by both the parties that all applicable taxes including service tax, GST of each others share of built up/super built up space/area shall be borne and paid by each of the parties respectively.
- (d) Installation of transformer and substation will be done by the developer at his own cost for the entire complex. Expenditure for individual power supply from substation to the units of the land owner will be paid by the land owner or their prospective purchasers.
- (e) It is agreed that incase the party of the first part chooses any of the flat(s) which would be carrying any extra charge like (Preferred location charge) and/or any other extra charge then such charge shall be paid by the party of the first part extra to the party of the second part in addition to his/their getting the land owner's entitlement of share as applicable. Also extra charges like club membership , society corpus fund and maintenance charges etc. shall be paid by the party of the first part additionally to the party of the second part.
- (f) The obligation of the Parties shall be deemed suspended and there shall be no liability for damages so long as and to the extent that the performance of this Agreement by any Party is prevented, hindered, delayed or otherwise rendered impracticable as a result of Acts of God, war,

Harshniya Construction Pvt. Ltd.

Chetan Kumar Foravial
Director

Sachin Anand Singh
Rajesh Kumar Senapati

riot, insurrection, labour disputes, strikes, fires, embargoes or other governmental restrictions or for any other reason not within the reasonable control of the Party so affected (any such event, circumstance or condition being "Force Majeure Event"). The Party so affected by a Force Majeure Event shall be excused from its performance of this Agreement for so long as such event shall continue to prevent, hinder or delay such performance.

- g) The name of the project shall be as selected by the Developer.
- h) All disputes and differences of the parties hereto touching the terms of this agreement and its consequential effect and/or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to two arbitrators selected by both the first and second party, who shall jointly appoint the third arbitrator and who shall collectively resolved the dispute in accordance with the provision of the Arbitration and Conciliation Act 1996. After exhausting the above provisions, both the parties are free to approach before the appropriate court of law. All matters/disputes concerning these presents and the development of the said property shall be subject to the jurisdiction of courts at Bhubaneswar only.
- i) All letters, notices shall be issued to the parties and dispatched under registered post with A/D to the address furnished in this agreement will be sufficient proof of dispatch of the same to the other party.

Harshpriya Senapati

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Prasad

Director

Satya Narayan Senapati
Rajjan Kumar Senapati

- j) All accounts between the parties shall be settled at the office of the developer at 542, Saheed Nagar, Bhubaneswar, Dist.-Khurda (Odisha).
- k) The Builder/Developers will construct pump rooms , overhead water tanks and to fit TV antenna or wireless system and elevators/Lifts in or over the said building at their own cost.
- (L) The Builder/Developers may mortgage commercial /residential built up space together with proportionate impartible undivided interest in the land in the project before any bank or financial institution to avail finance over their **50%** of builder/developer's share.
- (M) The Developer/Builder may offer on lease/rent built up spaces in the project **50 %** built up space including the proportionate undivided interest in the said land allotted towards builders/developers share.
- N) The benefits and obligations of this Agreement shall not be directly or indirectly assigned or dealt with by the Owner to anyone else without the prior consent in writing of the Developer. The Developer can assign its rights and obligations hereunder to its nominee.
- o) The second party has already been in possession over the schedule land by virtue of registered GPA executed by the first party/land owner in favour of the second party vide GPA ID No. 1131703995 dated 30.05.2017 hence no further delivery of possession is required by first party entered into this agreement with the second party/developer.
- (p) All disputes over the schedule land which will come up in future will be resolved mutually by both the parties

Harshprya Senapati

For Harshprya Constructions Pvt. Ltd.
Chetan Kumar Parashar

Director

Sanjay Kumar Senapati
Rajan Kumar Senapati

SCHEDULE OF LAND

Dist-Khurda, PS-New Capital, Hal PS : Khandagiri, No.37,
Tahasil-Bhubaneswar, under the jurisdiction of Sub-Registrar
Khandagiri, Mouza-Bhubaneswar Sahara Unit No. 19, **BARAMUNDA,**

Mutation Khata No-813/1362 and Plot No-1141 within
Mouza- Baramunda consisting an area of Ac0.085 dec, Full Plot,
Kisam- Gharabari, Bounded by

North : Main Road & Govt. Plot No-1238
South : Plot No-1138
East : Plot No-1142.
West : Plot No-1141/4157 (Laxmipriya Senapati)

Total 1 khata, 1 plot total area Ac0.085 dec.

*Non-refundable security amount for this property
is Rs.5,000/- only.*

IN WITNESS WHEREOF, the parties above named signed this on
the date, month and year first above mentioned.

WITNESSES :

1. *Satya nanayan Senapaty*
S/o- Hadibandhu Senapaty
Flat- 104, UTOPIA,
Delta Square, BBSR

2. *Ranjan Kumar Senapati*
S/o- Hadibandhu Senapaty
Flat - 104, UTOPIA APARTMENT
Delta Square, BBSR

Hadibandhu Senapaty
Signature of *30/05/2017*
First party

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Braiswal
Signature of *30/05/2017*
Second party. **Director**

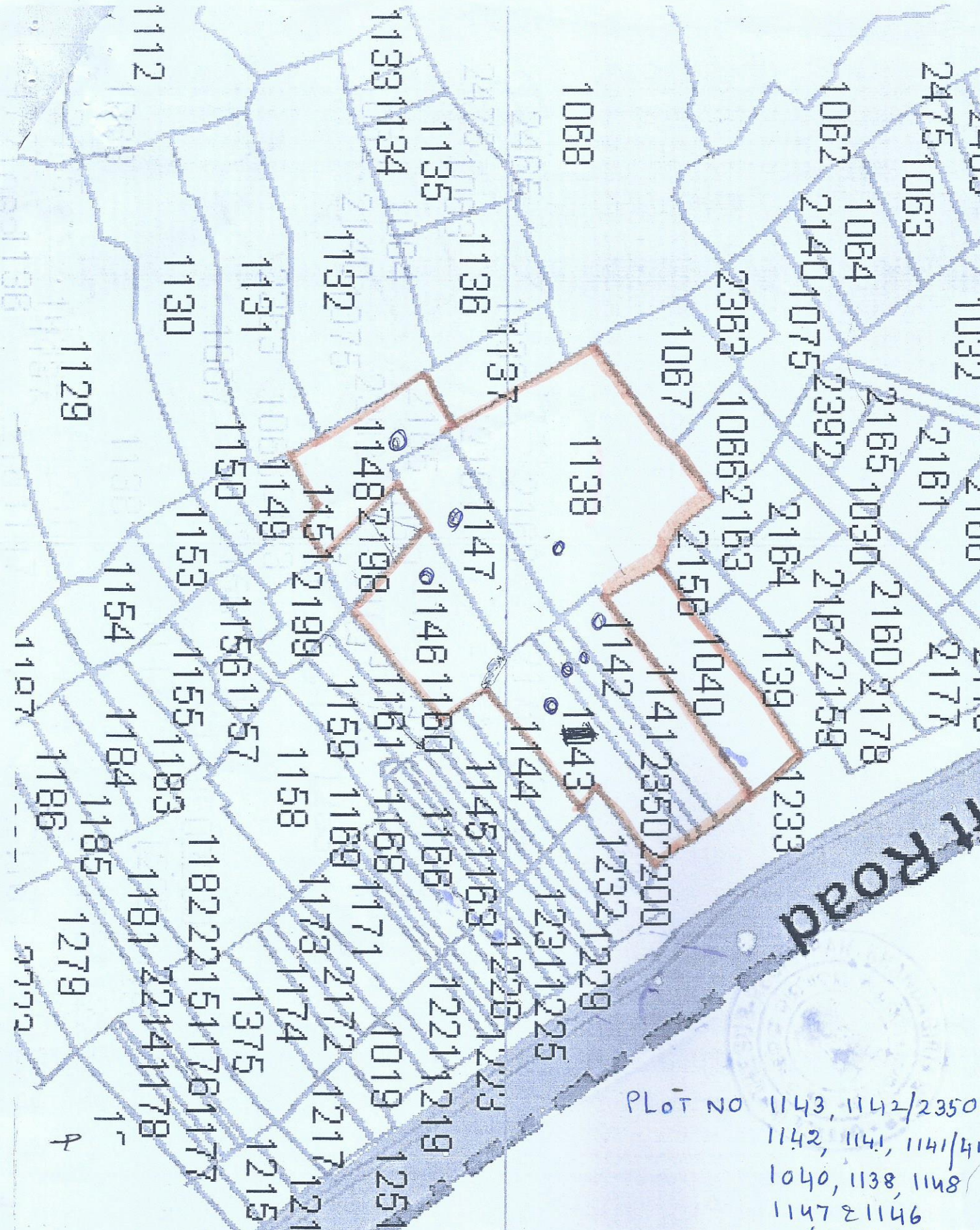
Drafted & prepared
by me. Advocate. BBSR



A

Registered & True Copy the
Volume No. 75
Pages from
Being No. 1131703811
Year 2017

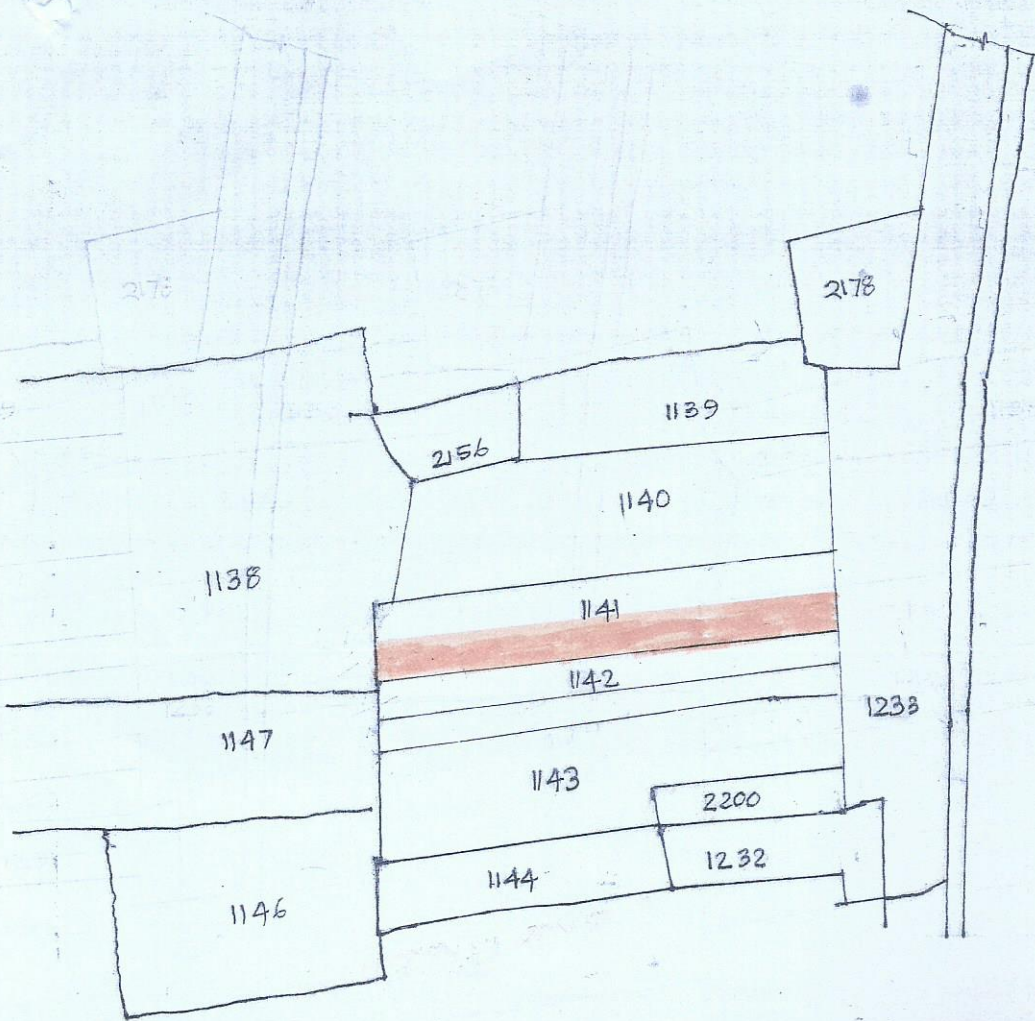
Registering Office, Chandigarh



Plot NO 1143, 1142/2350
 1142, 1141, 1141/41
 1040, 1138, 1148
 1147 & 1146
 (10 Plots)

Handwritten signature: Hadibandhu Sonpal

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Eravale
 Director



PART REV. MAP OF MOUZA - BHUBANESWAR
 SAHAR, BARAMUNDA, DIST - KHURDA.

SCALE: 64" = 1 MILE.

Haribandhu Senapati

For Harshpriya Constructions Pvt. Ltd.




Chetan Kumar Das

Director




Registered Agreement Of Sale without Possession Deed

Nature of the Document : AGREEMENT OF SALE WITHOUT POSSESSION Volume Number : 75
 Date of Execution : 30-05-2017 Place of Execution : KHANDAGIRI
 Document Number : 11131703811 Registration Date : 12-06-2017

FIRST PARTY DETAILS

ନାମ	Photo	Thumb Impression	Signature
HADIBANDHU SENAPATI			




SECOND PARTY DETAILS

Name	Photo	Thumb Impression	Signature
CHETAN KUMAR TEKARIWAL DIRECTOR MS HARSHPRIYA CONSTRUCTIONS PVT LTD			

PROPERTY DETAILS

Sl.No.	District	Village/Thana	ଖାତା	ପ୍ଲଟ	କେତେ ସଂପତ୍ତି	କେଉଁ ପ୍ରକାର କିସମର ଜମି	Market Value	Sabak Khata No.	Sabak Plot No.
1	KHURDA	BARAMUNDA-1	813/1362	1141	85ଡେସିମାଲ	GHARABARI	7990000	Not Available	Not Available
East		West		North		South		Property Transaction Details	
PLOT NO - 1142		PLOT NO - 1141/4157, LAXMIPIRYA SENAPATI		MAIN ROAD AND GOVT PLOT NO - 1238		PLOT NO - 1138		AGREEMENT AREA AC. 0.085 DEC, FULL PLOT,	

IDENTIFIER DETAILS

ନାମ	Father's / Husband's Name	ଚିହ୍ନଟକାରୀକ ଠିକଣା	ପଞ୍ଜୀ
SATYA NARAYAN SENAPATI		BBSR, DIST - KHURDA	ଅନୁ
Name	Photo	Thumb Impression	Signature
SATYA NARAYAN SENAPATI			

REMARK DETAILS

Remark

ok



/PERMANENT ACCOUNT NUMBER

ADQPS3509K



नाम /NAME

HADIBANDHU SENAPATI

पिता का नाम /FATHER'S NAME

KHETRABASI SENAPATI

जन्म तिथि /DATE OF BIRTH

08-10-1950

Hadibandhu Senapati
COMMISSIONER OF INCOME-TAX, BHUBANESWAR

COMMISSIONER OF INCOME-TAX, BHUBANESWAR

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER

ADQPS3509K



नाम /NAME

HADIBANDHU SENAPATI

पिता का नाम /FATHER'S NAME

KHETRABASI SENAPATI

जन्म तिथि /DATE OF BIRTH

08-10-1950

हस्ताक्षर /SIGNATURE

Hadibandhu Senapati

Hadibandhu Senapati

आयकर आयुक्त, भुवनेश्वर

COMMISSIONER OF INCOME-TAX, BHUBANESWAR

Hadibandhu Senapati

इस कार्ड के खो / मिल जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें

इस कार्ड के खो / मिल जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें
आयकर आयुक्त,
15, उद्यान मार्ग,
भुवनेश्वर - 751 009.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Commissioner of Income-tax,
15, Udyan Marg,
Bhubaneswar - 751 009.



Valuation Report

Application No- **1131704000**Registration Office- **KHANDAGIRI**

DEED DETAILS

Application Type- **AGREEMENT OF SALE WITHOUT POSSESSION**Status- **Pending for Fee collection**

Application No.	Execution Date	Presentation Date	Book No.	No. of Pages	Registration No	Registration Date
1131704000	30-MAY-17	30-MAY-17	1	12		

FEE DETAILS (In `.)

Stamp Duty :	10	Registration Fee :	0
Consideration Amount :	5000	A(10):	100
Benchmark Value :	7990000	Incidental Fee Details	
		User Charges :	160

FIRST PARTY DETAILS

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address	Permanent Address
HADIBANDHU SENAPATI	FATHER	LATE KHETRABASI SENAPATI	MALE	67		General	FIRST PARTY/SELF	YES	YES	AT - SIRIPUR, NUASAHI, PS - KHANDAGIRI, BBSR, DIST - KHURDA	

SECOND PARTY DETAILS

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address	Permanent Address
CHETAN KUMAR TEKARIWAL DIRECTOR MS HARSHPRIYA CONSTRUCTIONS PVT LTD				60		GENERAL	SECONDPARTY/INSTITUTION			AT - 542, SAHEED NAGAR, BBSR, DIST - KHURDA	
Representative Name			Institution Name				Representative Address		Representative Designation		
CHETAN KUMAR TEKARIWAL DIRECTOR MS HARSHPRIYA CONSTRUCTIONS PVT LTD			MS HARSHPRIYA CONSTRUCTIONS PVT LTD				AT - 542, SAHEED NAGAR, BBSR, DIST - KHURDA		DIRECTOR		

IDENTIFIER DETAILS

Name	Father/Husband's Name	Address	Gender	Age	Profession	ID Proof
SATYA NARAYAN SENAPATI		BBSR, DIST - KHURDA	MALE	0	Others	0

PROPERTY DETAILS

District	Village/Mouja-Thana	Khata	Plot	Area	Kisam Type	Market Value	Sabak Khata No.	Sabak Plot No.
KHURDA	BARAMUNDA-1	813/1362	1141	0.085 Acre (85Decimal)	GHARABARI	7990000	Not Available	Not Available
East		West		North		South		Property Transaction Details
PLOT NO - 1142		PLOT NO - 1141/4157, LAXMIPIRYA SENAPATI		MAIN ROAD AND GOVT PLOT NO - 1238		PLOT NO - 1138		AGREEMENT AREA AC. 0.085 DEC, FULL PLOT,

The total transacted area is:0.085 acre(s).

APPLICATION ID CREATED BY : ANIL KUMAR MOHANTY

DOCUMENT ENTERED BY : MALAY RANJAN SAHOO