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Bijaya  
Kumar  
Ray

Bijaya Kumar Ray

For Harshpriya Constructions Pvt. Ltd. *Chetan Kumar Ekanath*  
*Ranjana Das*  
Director

Mrutyunjaya Ray

5000/-

**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 2nd day of Aug, 2017 (Two Thousand Seventeen).**

**BETWEEN**

(1) **Smt. Nalini Devi**, aged about 73 years, W/O-Late. Dr. Banamali Das (2) **Sri. Bijaya Kumar Ray**, aged about 55 years (3) **Sri. Dhananjaya Ray** aged about 43 years (4) **Sri. Mrutyunjaya Ray**, aged about 41 years ~~Sl Nos. 2, 3 & 4 are sons of Late. Dr. Banamali Das~~ all are resident of Plot No-63, Siripur, P.S- Khandagiri, Bhubaneswar, Odisha herein after called the LAND OWNERS (Which expression shall unless excluded by or repugnant to the context, mean and include their heirs, executors, representatives and assigns of the party of the **FIRST PART**.)

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2-Bhanu chm Saha



Dhavanjaya Ray

Mrutyunjay Ray

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**.

AND WHEREAS a delineation of the genesis of the title to the land is that the land described below appertaining to Khata No-444, Plot No-1138, Area : Ac.0.219 decimals out of Ac0.578 dec was recorded in the name of Mr. Banamali Das (alias Benudhar Ray), S/O-Sitaram Das as per settlement ROR prepared & published by the Settlement authority in the year 1988-89. On 29<sup>th</sup> April 2000 said recorded tenant had left for heavenly abode leaving behind his wife, 3 sons and 3 daughters who are the legal heirs and successors to the property of the deceased. This fact is borne out from the legal heir certificate issued by the Revenue Officer, Bhubaneswar on 9.10.2001 vide Misc. Case No-458/2001.

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Tekariwal  
Director

Poojashree Ranjan Das

2 - Bhubaneswar

15/05/2009

Dhavanjaya Ray

Mrutyunjay Ray

Mrutyunjay Ray

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*UP of  
Chetan Kumar  
Peraiswal,*

*Chetan Kumar Peraiswal*

*9/11/19 6969  
Bijaya Kumar Ray  
Dhananjaya Ray -  
Mrutyunjaya Ray*

The above mentioned legal heirs of deceased recorded tenant have mutated the land in question vide mutation case No-19322/15 and accordingly the concerned Tahasildar have issued mutation ROR published in their names.

In the meantime, the land owners as per mutation Record of Right have converted the same from agricultural to homestead vide OLR 8(A) Case No-3196/16 and accordingly the concerned Tahasildar have issued correction ROR in their names.

And subsequently, Smt. Sanjukta Ray, Smt. Sabita Ray and Smt. Sasmita Ray have executed a registered Deed of Relinquishment, bearing No-111316059 dated 3.8.2016 before the Sub Register, Khandagiri, Bhubaneswar relinquishing their all rights over their respective shares and vested all rights in favour of their mother Smt. Nalinini Devi and brothers Sri. Bijaya Kumar Ray, Sri. Dhananjaya Ray and Sri. Mrutyunjaya Ray i.e the party of the first part.

**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 are having every right, title and interest over schedule property. The land owners are interested to offer Ac0.219 dec. ( 9539.64 sft approx) for the Development and the particulars of land offered for development are set out in the schedule of land furnished below .

For Harshpriya Constructions Pvt. Ltd.  
*Chetan Kumar Peraiswal*  
Director  
*Poojusha Ray*

*2- Bhorani Chann Sahu*





**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. 50 Fees Paid : A(10)-100 ,, User Charges-275 ,Total 375

Date: 02/08/2017

*[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 02/08/2017 by NALINI DEVI , son/wife of LATE DR. BANAMALI DAS ALIAS BENUDHAR RAY , of PLOT NO - 63, SIRIPUR, PS - KHANDAGIRI, BSR, DIST - KHURDA , by caste General , profession Others and finger prints affixed.

Signature of Presenter / Date: 02/08/2017

*[Signature]*  
Signature of Registering officer

**Endorsement under section 58**

Execution is admitted by

Name	Photo	Thumb Impression	Signature	Date of Admission or Execution
NALINI DEVI		 311947103	<i>[Signature]</i>	02-Aug-2017
BJAYA KUMAR RAY			<i>[Signature]</i>	02-Aug-2017



2. Both the parties agree that the construction of the commercial/residential complex shall be completed in all respects within a time frame after obtaining the sanction and approval of the Bhubaneswar Development Authority/BMC.
3. The Party of the Second Part or any of its associate or Sister Concern or joint venture Company shall construct the proposed residential 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 any thing 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 residential building to be constructed and executed over the said land along with other adjacent /surrounding land.
- iii) **Land owner** shall mean **SMT. NALINI DEVI & OTHERS** the Party of the First Part mentioned above and includes their 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.

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ପି.ପି.ସି. ଲେମ୍ବର ନମ୍ବର  
ନିରାକାର ରାୟ :-  
ନିରାକାର ରାୟ

For Harshpriya Constructions Pvt. Ltd.  
ପ୍ରିୟଙ୍କା ରାୟ  
Director

ଶ୍ରୀ - ବିଶ୍ୱନାଥ ଚନ୍ଦ୍ର ମହାପାତ୍ର

				
		311947116		
DHANANJAYA RAY			<i>Dhananjaya Ray</i>	02-Aug-2017
		311947120		
MRUTYUNJAYA RAY			<i>Mrutyunjaya Ray</i>	02-Aug-2017
		311947129		
CHETAN KUMAR TEKARIWAL DIRECTOR MS HARSHPRIYA CONSTRUCTIONS PVT LTD			<i>Chetan Kumar Tekariwal</i>	02-Aug-2017
		241027631		
Identified by PRAMOD KUMAR MALLICK Son/Wife of N/A of HBSF, DIST - KHURDA by profession Advocate				
Name		Thumb Impression	Signature	Date of Admission of Execution
PRAMOD KUMAR MALLICK			<i>Pramod Kumar Mallik</i>	02-Aug-2017



Date: 02/08/2017

Signature of Registering officer

Endorsement of certificate of registration under section 6D

Registered and copy sent: File No. \_\_\_\_\_

- 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 B.D.A/BMC 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/Commercial Units** mean a self contained independent flats/Units /residential/commercial accommodation only.
- x) **Super built up area** shall mean the plinth area of the units/flats together with proportionate extent of common areas and service areas as may be decided and fixed by the developers the determination of which is final.
- xi) **PROJECT MEANS** that building and the land appurtenant thereto and all passages the parking space, amenities provide thereto etc at provided in BDA approved plan.

5. The land owners 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 B.D.A/BMC and obtain the requisite permission, sanction and approvals for development and construction of the proposed building

15/09/2019  
 Pooja Rajan  
 Director  
 Mrutyunjay Ray  
 Mrutyunjay Ray

For Harshpriya Constructions Pvt. Ltd.  
 Chetan Kumar Saha  
 Director

Pooja Rajan MS  
 2-13hera Chamm Sahad



Book Number : 1 || Volume Number : 124  
Document Number : 11131706398  
For the year : 2017  
Seal :  
Date: 09/08/2017

Signature of Registering officer



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complex, by executing a registered General Power of Attorney on dated \_\_\_\_\_ vide GPA ID No. \_\_\_\_\_.

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 B.D.A/BMC 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 B.D.A/BMC.

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 BDA/BMC 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 BMC 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 ,they shall pay a reasonable 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.

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Bijay Kumar Ray

Dhananjay Ray

Mukundraj Ray

For Harshriya Constructions Pvt. Ltd.  
Chetan Kumar Patra

Director

Poojashree Rajendra Ray

2-Bhikam Chandra Saha

- (ii) The developer further states that they will make all efforts to complete the building within 42 months as stated above unless prevented by any reason or circumstances beyond their control like non-availability of labour force, building materials, Court Orders, change in building plans etc. which may affect the completion of the building or any other unforeseen circumstances.

**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 residential building over the said land unless the developer violates the essential terms and conditions as agreed upon and stated in their agreement.
- (b) Not to prevent the developer from entering into negotiations with intending purchasers of flats / 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 outgoings such as rates, cesses, charges and taxes, payable to anybody/ authority/ statutory authority relating to the said Schedule Property till the date of commencing construction work over the schedule land to the developer;

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Bijoy Kumar Ray  
Dhananjay Ray  
Mrityunjay Ray

For Harshriya Constructions Pvt. Ltd.  
Chetan Kumar Brahmachari  
Director

Piyusha Ranjan Ray

2-Block D Chinn Sahas

- (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.

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 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 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.

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Dr. Jay Kumar Ray

Shankarajay Ray

Mrityanujay Ray

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Chandra

Director

पुण्याला रॉय जॉय डी. चेतन कुमार चंद्रा

१- १३/११/१९९९ चेतन चंद्रा

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 together with proportionate undivided interest in the land, except **45%** of Super built-up area which is the entitlement of the land owner, party of the first part. The calculation, definition and determination of the super built-up area/carpet area shall be calculated and determined by the party of the Second Part or their technical advisors which can not be questioned or challenged by the party of the First Part.
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 and land owners 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. That, if any portion of the [schedule-A] land would be acquired by any authority for any purpose, the constructed area falling to the share of the land owner/s and the Developer will be proportionately reduced

18/01/2019  
 Prityay Chinnar Ray  
 Bharajay Ray  
 Mrutyujay Ray

For Harshpriya Constructions Pvt. Ltd.  
 Chetan Kumar Prasad  
 Director

Prayash Ranjan Das  
 2- Bhaskar Chandra Saha

19. **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 owners 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) 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;
- (iv) The said property is free from mortgages, charges, lien, litigation, acquisitions, attachments or other encumbrances and that if at any time hereafter should any such encumbrances arise, the owner undertakes to remove and settle the same at his/her own cost to the satisfaction of the Developer;
- (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 Owners are a

मि. प्रदीप क्लेमर रेड्य  
Pradeep Clemmer Reddy  
मि. मरुतजय रेड्य  
Murugesan Reddy

For Harshpriya Constructions Pvt. Ltd.  
Director  
Chetan Kumar Foranwal

प्रियंका राजपुत  
Priyanka Rajput  
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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;
- (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 which is to be allotted in favour of party of the first part towards her/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).

5009 6989  
Pratibha Kumar Ray  
Sharanjaya Ray  
Mukundraj Ray

For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Das  
Director

Suyash Kumar Das

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20 **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 B.D.A /BMC as well as clearances from BDA / BMC to go ahead with the construction work.
- b) To complete the construction of the entire building within a period of 42 months from the date of approval of the building plans by the B.D.A/BMC and/or from the date of obtaining necessary clearances from BDA/BMC/or any other Agencies to go ahead with the construction work or within such extended period as may be mutually agreed upon, subject to the force major conditions.
- c) 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.
- d) 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

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Rajeev Uman Raiy  
Dhananjaya Raiy  
Mrutyunjay Raiy

For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Toraswal  
Director

Pooja Ranjan Das

A. Bhokend Chavhan Sahoo



the amount quantified in the Award/Order. The developers undertake to indemnify by the land owner from any such liability.

- e) The party of the second part hereby also undertakes that after approval of building plan the developer shall issue allotment letter to the part of first part immediately advising him/them towards his/their allotted flat.

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

- A. The Developers/Builders shall provide the following amenities in the said building.
- a) The said building/ commercial complex shall be RCC frame structure with bricks and other standard building materials with all modern facilities.
  - b) Good Indian made Steel/Aluminum windows will be provided.
  - c) Flush type doors to main entrance and commercial type doors to lavatory blocks will be provided.
  - d) The stair case will be Kota to be minimum 8' wide each rise.
  - e) Concealed electrical wiring will be provided throughout the building.
  - f) Water supply by deep tube well and overhead tank with water shade provision.
  - g) Rain water rechargeable pit.
  - h) All such facilities and amenities which may be decided by the Developer/Builders from time to time will be provided.
  - i) Provision for parking space.
  - j) The Developer/Builders shall construct the building/ commercial complex in consonance with the specified standard and shall be responsible for any damage caused due to faulty workmanship and/or substandard materials used.

श्रीमती ०९९९  
Dr. Jacey Ullman as Proxy  
Sharanjaya Roy  
Munthapurjaya Roy

For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Takur  
Director

Devi Shikha Ranjan Das

Dr. Bhojraj Chinn Sahoo

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 2<sup>nd</sup> part for construction of buildings over the adjoining plots which shall come up in future. 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. 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.

**22. Allocation of built-up space/constructed space:**

- a) The party of the 1<sup>st</sup> Part (Land owner) will be allocated 45% 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 compensation of the land area of the party of the first

श्री १५११  
Dr. Jyoti Kulkarni  
Shri. Jyoti Kulkarni  
Mr. Jyoti Kulkarni

Chetan Kumar Garg  
Director

Purnima Rajan  
2-Bhokan Chann Sathe

part. This shall stand as the full & final settlement & entitlement of the Land Owner against his/her/their land of **Ac.0.219** decimals and the Land Owner i.e. party of the 1<sup>st</sup> Part shall not be entitled to any other kind of settlement and the balance 55% 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 2<sup>nd</sup> 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 (either chosen by the party of the First Part or offered by the party of the Second Part) in the complex, then the Land Owners 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.

**23. 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

2017 09 09  
Dipak Uman Desai  
Shrawan Ray  
Mritunjay Ray

For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Forainwal  
Director

Piyusha Rajan Ray

S. Bhawan Chann Sahu

- (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 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. Proportionate expenditure for installation of transformer and substation along with availing individual power supply from substation to the units of the land owner will be paid by the land owner or theirs 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 her/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, 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

DR. U. R. RAY  
DR. U. R. RAY  
SHARANJAY RAY  
SHARANJAY RAY

For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Prasad  
Director

Prayishka Ray Das

2- Bhokan Chhinn Sahod

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. 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.
- 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 except 45% of land owner's share.

5/11/2019  
Dijay Kumar Nayak  
Dhananjaya Nayak  
Munupati Nayak

For Harshpriya Constructions Pvt. Ltd.  
Director

Piyusha Ranjan Das  
A. Bhoirao Chinn Sahas

- (M) The Developer/Builder may offer on lease/rent built up spaces in the project except 45 % built up space including the proportionate undivided interest in the said land allotted towards land owner's 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. 1131706486 dated 02.08.2017 hence no further delivery of possession is required by first party entered into this agreement with the second party/developer.
- p) The land owners are vesting a portion of project land and possessing the other portions with them. They are interested to access directly to the construction space/unit to be allotted to them over the project land in future through a small gate/entrance from the western side of the project compound wall. It is mutually agreed by both the parties to co-operate each other for provision of such facility to the land owners.
- q) The Party of 1<sup>st</sup> part land owner shall delivered all the original documents in support of the project land to the party of the 2<sup>nd</sup> part developer on the day of execution of this agreement.

मि. अ. अ. अ.  
Pranay Kumar Desai  
Sharadraj Desai  
Murtiprasad Desai

For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Prasad  
Director

Pranay Desai  
2 - Bh. Ch. Ch. Sahu

**SCHEDULE OF LAND**

Dist.-Khurda, Tahasil : Bhubaneswar, under the Jurisdiction of Sub Registrar Khandagiri, Mouza- **BARAMUNDA** Khata No-444, Plot No-1138, Kisam- Gharabari consisting an area of Ac0.219 decimals from Westside out of total area of Ac0.578 decimals, marked in red colour sketch map attached herewith. *Non refundable security deposit 25 Rs. 5000/- only.*

**Bounded by**

- North** : Plot No-1140 ,2156 & 2163
- South** : Plot No-1137 & 1068
- East** : Rest Part of Plot No-1138
- West** : Rest Part of Plot No-1138

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

**WITNESSES :**

1. *Prayash Ranjan Ray*  
*s/o - Jayant Ranjan Ray*  
*at - House No-001*  
*Gandhi Garden*  
*Phase-2, old road*  
*BBSR-2*  
*ମିନି ୦୨୨୭ ୦୨/୦୮/୨୦୧୭*  
*Princey Urmair Ray*  
*02/08/2017*  
*Harajay Ray*  
*02/08/2017*
2. *Bhaskar Ch. Sahu*  
*s/o - Late. R. C. Sahu*  
*542, Sahaj Nagar*  
*BBSR*  
*Mrutunjay Ray*  
*02/08/2017*  
**Signature of First party**

For Harshpriya Constructions Pvt. Ltd.

*Chetan Kumar Patra* 02/08/2017  
**Director**

**Signature of Second party**

*Drafted & prepared*  
*by me Advocate BBSR*



Registered & True Copy file.  
n..... Book No. 1.....  
Volume No. .... 121.....  
Pages from... ..to.....  
Being No. 111.317.963 of the  
year... 2017

Registering Officer, Khandagiri





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Handwritten signature of Nalini Devi and a circular purple stamp. The text next to the stamp reads: 'LTI ub Nalini Devi'.

Handwritten signature of Bijaya Kumar Ray and a circular purple stamp. The text next to the stamp reads: 'LTI ub Bijay Kumar Ray'.

Handwritten signatures and dates: 'Mritunjay Ray 29/07/16', 'Sanjivata Ray 29/07/16', 'Sobota Ray 29/07/16', 'Sasmata Ray 29/07/16', 'Director 29/07/16'.

**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 29<sup>th</sup> day of July, 2016 (Two Thousand sixteen).

**BETWEEN**

- (1) SMT. NALINI DEVI, aged about 73 years, W/O-Late Banamali Das @ Benudhar Ray
- (2) SRI BIJAYA KUMAR RAY, aged about 58 years
- (3) SRI DHANANJAYA RAY aged about 51 years

Handwritten signatures: 'Pradyumna Kumar Pattnaik', 'Niranjan Mohanji'.  
 For Harshpriya Constructions Pvt. Ltd.  
 Chetan Kumar Pattnaik  
 Director 29/07/16



LTI of  
Dhanaajaya  
Ray  
Dhanaajaya Ray

LTI of  
Mrutyunjay  
Ray  
Mrutyunjay Ray

29/07/16  
29/07/16  
29/07/16  
29/07/16  
29/07/16  
29/07/16

(4) **SRI MRUTYUNJAY RAY**, aged about 42 years (5) **MRS. SANJUKTA RAY**, aged about 60 years (6) **MRS. SABITA RAY**, aged about 55 years (7) **MRS. SASMITA RAY** aged about 53 years, SI Nos. 2, 3 & 4 are sons and 5, 6 & 7 are daughters of Late. Banamali Das @ Benudhar Ray, all are permanent resident of Damanabhui, Dist.-Khurda and presently residing at Plot No-63, Siripur, P.S- Khandagiri, Bhubaneswar, Dist.-Khurda (Odisha); herein after called the **LAND OWNERS** (Which expression shall unless excluded by or repugnant to the context, mean and include their heirs, executors, representatives and assigns of the party of the **FIRST PART**.

**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 59 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**.

Prof. Chetan Kumar Tekariwal  
Neharjan Mohan

For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Tekariwal  
29/07/16  
Director



Sanjukta Ray



Sabita Ray

**AND WHEREAS** a delineation of the genesis of the title to the land is that the land described below appertaining to Khata No-444, Plot No-1138, Area : Ac.0.578 decimals stood recorded in the name of Banamali Das (alias Benudhar Ray), S/O- Sitaram Das as per settlement ROR prepared & published by the Settlement authority in the year 1988-89. On 29<sup>th</sup> April 2000 Mr. Banamali Das had left for heavenly abode leaving behind his wife, 3 sons and 3 daughters who are the legal heirs and successors to the property of the deceased. This fact is borne out from the legal heir certificate issued by the Revenue Officer, Bhubaneswar on 9.10.2001 vide Mis. Case No-458/2001. The owners are paying rent to the state and have obtained receipt thereof.

The legal heirs of Late Banamali Das as above have applied for mutation of the plot of land in question under mutation case No-19322/15 and accordingly the concerned Tahasildar have issued mutation ROR by deleting the name of Banamali Das from Prajakhana and inserting the names of first party members. Since then the present first party members were/are possessing the schedule property having every right, title and interest thereover.

In the meantime, the first party members, also applied for conversion of the entire area of schedule land from " agricultural to Homestead" vide OLR 8 (A), Case No-3196/16.

ମିସ୍ ଚିତ୍ରା ରାୟ  
 ମିସ୍ ଉତ୍ତମ ରାୟ  
 ଶ୍ରୀମତୀ ସୁମିତ୍ରା ରାୟ  
 ଶ୍ରୀମତୀ ସୁମିତ୍ରା ରାୟ  
 ଶ୍ରୀମତୀ ସୁମିତ୍ରା ରାୟ  
 ଶ୍ରୀମତୀ ସୁମିତ୍ରା ରାୟ  
 ଶ୍ରୀମତୀ ସୁମିତ୍ରା ରାୟ

For Harshpriya Constructions Pvt. Ltd.  
 Chetan Kumar  
 Director

Pragella Kumar  
 Niranjana Mohanty



LTI of  
Sasmita  
Ray

Sasmita Ray



LTI of  
Chetan  
Kumar  
Ray

Chetan Kumar Ray

25.07.2019  
Bijay Kumar Ray  
Dewanagar Ray

Mrutyunjay Ray  
Sanyukta Ray  
Rabita Ray  
Sasmita Ray

**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 are having every right, title and interest over his total area Ac.0.578 decimals. Out of this total area of Ac0.578 dec, the land owners are interested to offer Ac.0.240 decimals ( 10454 sft approx) for the Development and the particulars of land offered for development are set out in the schedule of land furnished below.

**AND WHEREAS** the Party of the First Part has been nourishing a desire to construct and execute multi-storied building over the land comprising independent 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, they have 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

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Ray

Director

Pragulla Kumar Padmash  
Niranjan Mohan

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 they have an absolute and indefeasible rights, title and interest in respect of the land in question as set out in the schedule and they are competent to deal with the land without any restrictions what so ever. They further states that they have 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 apartment complex over the said land in accordance with the building plans to be sanctioned and approved by B.D.A/BMC. Such building plans shall be prepared by Qualified Architects keeping in view the building norms, guidelines and parameters envisaged in the B.D.A/BMC 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 Bhubaneswar Development Authority/BMC.~~
3. The Party of the Second Part or any of its associate or Sister Concern or joint venture Company shall construct the proposed residential 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.

11.11.19 6989  
Bijay Kumar Ray  
Dharaajaya Ray  
Mr. Subhrajay Ray  
Sanyukta Ray  
Sobita Ray  
Sasmita Ray

For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Kanishk  
Director

Poojulla Kumar Pathrick  
Niranjana Mohan



**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-150 ,Total 250

Date: 29/07/2016

Signature of Registering officer

**Endorsement under section 52**

Presented for registration in the office of the **Sub-Registrar KHANDAGIRI** between the hours of 10:30 AM and 2:30 PM on the **29/07/2016** by **NALINI DEVI**, son/wife of **LATE BANAMALI DAS ALIAS BENUDHAR RAY**, of **PLOT NO-63,SIRIPUR,PS-KHANDAGIRI,BBSR**, by caste **General**, profession **Others** and finger prints affixed.

Signature of Presenter / Date: 29/07/2016

Signature of Registering officer

**Endorsement under section 58**

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
NALINI DEVI				29-Jul-2016

#### 4. Definitions

Unless in these presents there is any thing inconsistent therewith-


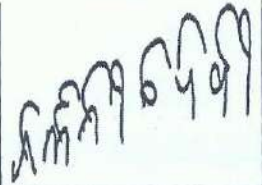


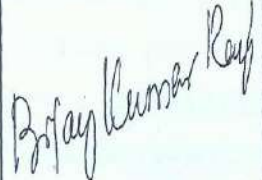


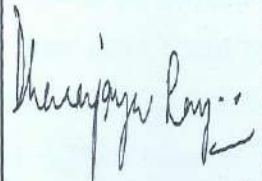


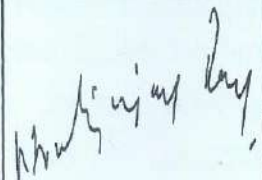


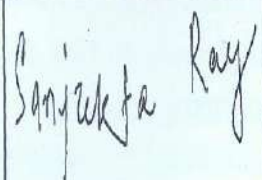
- i) **Land shall mean** the land as described in the schedule appended here to and more fully delineated in the attached rough sketch map forming a part of this document.
- ii) **Proposed building/complex** shall mean the multi-storied residential building to be constructed and executed over the said land along with other adjacent /surrounding land.
- iii) **Land owner** shall mean **SMT. NALINI DEVI & OTHERS** the Party of the First Part mentioned above and includes their 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 B.D.A/BMC 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.

निशि २५११  
Brijay Kumar Ray  
Sharadipaya Ray  
Mrityunjay Ray  
Sanyaseta Ray  
Sobita Ray  
Srimita Ray

For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Patra

Director

Pratibha Kumar Patra  
Niranjan Mohanty

		311359472		
BIJAYA KUMAR RAY		 311359477		29-Jul-2016
DHANANJAYA RAY		 311359482		29-Jul-2016
MRUTYUNJAYA RAY		 311359489		29-Jul-2016
SANJUKTA RAY		 311359492		29-Jul-2016






- 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 /residential accommodation only.
- 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 architect of the developer the determination of which is final.
- xi) **PROJECT MEANS** that building and the land appurtenant thereto and all passages the parking space, amenities provide thereto etc at provided in BDA approved plan.

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 Bijaya Kumar Ray  
 Dharaajaya Ray  
 Mrutyunjay Ray  
 Sananta Ray  
 Gobeta Ray  
 Sasmita Ray


5. The land owners party of first part prior to execution of this agreement have 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 parcel of land with their existing holding and suitably prepare and submit the building plans to the B.D.A/BMC 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 29.07.2016 vide GPA ID No. 1131606595. Though the construction of the proposed multi-storied building is essentially a joint venture of the land owners and the developer it shall be the primary responsibility of the developers to prepare and submit the building plans before the B.D.A/BMC and all expenses/charges incurred for obtaining approval/sanction of such building plans shall be borne by the developer. The land owners 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 B.D.A/BMC.

For Harshpriya Constructions Pvt. Ltd.  
 Chetan Kumar Toramish  
 Director

Prafulla Kumar Pattnaik  
 Niranjana Mohanty

SABITA RAY		 311359495	<i>Sabita Ray</i>	29-Jul-2016
SASMITA RAY		 311359497	<i>Sasmita Ray</i>	29-Jul-2016
CHETAN KUMAR TEKARIWAL DIRECTOR OF MS HARSHPRIYA CONSTRUCTIONS PVT LTD		 240657531	<i>Chetan Kumar Tekariwal</i>	29-Jul-2016

Identified by **NIRANJAN MOHANTY** Son/Wife of **N/A** of **SAME PLACE** by profession **Others**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
NIRANJAN MOHANTY		 40223635	<i>Niranjana Mohanty</i>	29-Jul-2016

Date: 29/07/2016

Signature of Registering officer

Endorsement of certificate of registration under section 60

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 BDA/BMC 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 the NOC from BMC 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, they 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 any reason or circumstances beyond their control like non-availability of labour force, building materials, Court Orders, change in building plans etc. which may affect the completion of the building or any other unforeseen circumstances.

Pradyuman Ray  
Pradyuman Ray  
Shrawan Ray  
Mrutyunjay Ray  
Sanku Ray  
Sanku Ray  
Sanku Ray

For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Mishra  
Director

Pradyuman Ray  
Pradyuman Ray

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

Book Number : 1 || Volume Number : 119

Document Number : 11131605869

For the year : 2016

Seal :

Signature of Registering officer

Date: 02/08/2016

Print

A.



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 residential building over the said land unless the developer violates the essential terms and conditions as agreed upon and stated in their agreement.
- (b) Not to prevent the developer from entering into negotiations with intending purchasers of flats / 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 till the date of commencing construction work over the schedule land to the developer;
- (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.

ବିଜୟ ଲକ୍ଷ୍ମୀ ରାୟ  
Bijay Lakshmi Ray  
ଧରାନ୍ତରାୟ ରାୟ  
Dharantaray Ray

ନିରୁଦ୍ଧରାୟ ରାୟ  
Niruddharay Ray  
ସଂଜୟାଳତା ରାୟ  
Sangyalata Ray  
ଲକ୍ଷ୍ମୀ ରାୟ  
Lakshmi Ray  
କାସ୍ମିତା ରାୟ  
Kasmita Ray

For Harshpriya Constructions Pvt. Ltd.  
କ୍ଷେତ୍ରୀ ଲକ୍ଷ୍ମୀ ରାୟ  
Kshetri Lakshmi Ray

Director

ଡିପୋଜିଟରୀ  
Dipositar  
ନିରଂଜନ ମହାନ୍ତି  
Niranjan Mahanti

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 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 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 together with proportionate undivided interest in the land, except 45% of Super built-up area which is the

नमो नमो  
 Pradyumn Kumar Ray  
 Sharanjaya Ray

Mr. Pradyumn Kumar Ray  
 Sanjaleeta Ray  
 Rabita Ray  
 Srismita Ray

For Harshpriya Constructions Pvt. Ltd.  
 Chetan Kumar Terao

Director

Pradyumn Kumar Ray  
 Sharanjaya Ray

Niranjan Mohan

entitlement of the land owner, party of the first part. The calculation, definition and determination of the super built-up area shall be calculated and determined by the party of the Second Part or their technical advisors/architect of developer.

15. It is agreed by and between the parties hereto that marketing of the entire area to be developed in the residential 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. That, if any portion of the [schedule-A] land would be acquired by any authority for any purpose, the constructed area falling to the share of the land owner/s and the Developer will be proportionately reduced

19. **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 owners 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.

श्रीमती सुश्री  
Bijaya Kumar Ray  
Dharaajaya Ray  
Mrutyunjay Ray  
Srijayeta Ray  
Sobita Ray  
Sumanla Ray

For Harshriya Constructions Pvt. Ltd.  
Chetan Kumar Inasawak  
Director

Pragulla Kumar Pathraish  
Niranjan Mohan

- (iii) There are no reservations affecting the said property, the cost of mutation/conversion of the land fixed by the competent authority and all incidental expenses will be borne by the party of the second part for Ac.0.240 dec i.e the land offered for development and the land owners will bear mutation and conversion expenses for rest Ac0.338 dec. 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;
- (iv) The said property is free from mortgages, charges, lien, litigation, acquisitions, attachments or other encumbrances and that if at any time hereafter should any such encumbrances arise, the owner undertakes to remove and settle the same at his/her own cost to the satisfaction of the Developer;
- (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

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 Bijay Kumar Deeg  
 Manoj Kumar Ray  
 Mrityunjay Ray  
 Sanyalata Ray  
 Sabita Ray  
 Sarmita Ray

For Harshpriya Constructions Pvt. Ltd.  
 Chetan Kumar Prasad  
 Director

Pradyumn Kumar Jethorash  
 Niranjana Mohanty



any material agreements, to which the Owners are 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;

(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 which is to be allotted in favour of party of the first part towards her/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).

११/०९/१९  
Prityay Kumar Ray  
Harshpriya Ray  
Mrityunjay Ray  
Sanyukta Ray  
Sobita Ray  
Sasmita Ray

For Harshpriya Constructions Pvt. Ltd.  
Chetana Kumar  
Director

Pragatille Kumar  
Niranjan Mohan

**20 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 B.D.A /BMC as well as clearances from BDA / BMC to go ahead with the construction work.
- b) To complete the construction of the entire building within a period of 42 months from the date of approval of the building plans by the B.D.A/BMC and/or from the date of obtaining necessary clearances from BDA/BMC/or any other Agencies to go ahead with the construction work or within such extended period as may be mutually agreed upon, subject to the force major conditions.
- c) 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.
- d) 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

2022 09 09  
Bijay Kumar Ray  
Harshpriya Ray  
Mruljaya Ray  
Sampalata Ray  
Sobita Ray

Sarmila Ray  
For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Sainish  
Director

Pragfulla Kumar Jethwas  
Nandan Mohan

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.

- e) The party of the second part hereby also undertakes that after approval of building plan the developer shall issue allotment letter to the part of first part immediately advising him/them towards his/their allotted flat.

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

- A. The Developers/Builders shall provide the following amenities in the said building.
- a) The said building shall be RCC frame structure with bricks and other standard building materials with all modern facilities.
  - b) Good Indian made Steel/Aluminum windows will be provided.
  - c) Flush type doors to main entrance and commercial type doors to lavatory blocks will be provided.
  - d) The stair case will be Kota to be minimum 8' wide each rise.
  - e) Concealed electrical wiring will be provided throughout the building.
  - f) Water supply by deep tube well and overhead tank.
  - g) All such facilities and amenities which may be decided by the Developer/Builders from time to time will be provided.
  - h) Provision for parking space.
  - i) The Developer/Builders shall construct the building in consonance with the specified standard and shall be responsible for any damage caused due to faulty workmanship and/or substandard materials used.

श्री ११११  
Pradyuman Ray  
Shashanjaya Ray  
Mrutyunjay Ray  
Sampulka Ray  
Sabitaj Ray

Sasmita Ray  
For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Sankarish  
Director

Preetulla Kumar Pattnaik  
Niranjan Mohanty

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 2<sup>nd</sup> part for construction of buildings over the adjoining plots which shall come up in future. 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. 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.

2019 0909  
Brijay Kumar Nayak  
Dhananjay Ray  
Mrutyunjay Ray  
Sanjallata Ray  
Sabitā Ray

Sabitā Ray

For Harshpriya Constructions Pvt. Ltd.  
Chiton Kumar Prasad

Director

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

- a) The party of the 1<sup>st</sup> Part (Land owner) will be allocated 45% 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 compensation of the land area of the party of the first part. This shall stand as the full & final settlement &

Pragfull Kumar Pattnaik  
Dhananjay Mohanty

entitlement of the Land Owner against his/her/their land of **Ac.0.240** decimals and the Land Owner i.e. party of the 1<sup>st</sup> Part shall not be entitled to any other kind of settlement and the balance 55% 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 2<sup>nd</sup> 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 (either chosen by the party of the First Part or offered by the party of the Second Part) in the complex, then the Land Owners 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.

**23. 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
- (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.

Pratibha Ray  
Sasmita Ray  
For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Sankar





Pratibha Ray  
Sasmita Ray




For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Sankar  
Director



Pratibha Ray  
Sasmita Ray  
For Harshpriya Constructions Pvt. Ltd.  
Chetan Kumar Sankar

Mr. Nishant Kumar  
Sanghvi

- (c) It is agreed by both the parties that all applicable taxes including service tax 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. Proportionate expenditure for installation of transformer and substation along with availing individual power supply from substation to the units of the land owner will be paid by the land owner or theirs 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 her/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, 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.

  
 Rajay Kumar Ray  
  
 Shashanjay Ray  
  
 Mr. Subinjay Ray  
  
 Sanjeeta Ray

  
 Sabita Ray  
  
 Sasmita Ray  
 For Harshpriya Constructions Pvt. Ltd.  
  
 Chetan Kumar Saxena  
 Director

  
 Preetulla Kumar  
  
 Niranjana Mohan

- 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. 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.
- 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 except 45% of land owner's share.
- (M) The Developer/Builder may offer on lease/rent built up spaces in the project except 45 % built up space including the proportionate undivided interest in the said land allotted towards land owner's share.

2019 09 09  
 Praveen Kumar Nayak  
 Sharanjaya Ray  
 Mrutyunjay Ray  
 Sanjivanta Ray

Sabita Ray  
 Soumita Ray

For Harshpriya Constructions Pvt. Ltd.  
 Chetan Kumar Sainwal  
 Director

Pragjella Kumar Pathak  
 Anjan Mohanty

- 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. 1131606595 dated 29.7.2016 hence no further delivery of possession is required by first party entered into this agreement with the second party/developer.
- p) The land owners are vesting a portion of project land and possessing the other portions with them. They are interested to access directly to the construction space/unit to be allotted to them over the project land in future through a gate/entrance from the western side of the project compound wall. It is mutually agreed by both the parties to co-operate each other for provision of such facility to the land owners.
- q) The Party of 1<sup>st</sup> part land owner shall delivered all the original documents in support of the project land to the party of the 2<sup>nd</sup> part developer on the day of execution of this agreement.

1131606595  
 Bijay Kumar Ray  
 Dhara Prasad Ray  
 Mrutyunjay Ray  
 Sanjukta Ray

Sabita Ray  
 Saranita Ray  
 For Harsipriya Constructions Pvt. Ltd.  
 Chetan Kumar Srivastava  
 Director

Pragatya Kumar  
 Debnath  
 Debnath  
 Debnath

**SCHEDULE OF LAND**

District : Khurda, Tahasil : Bhubaneswar, P.S.: Khandagiri, Mouza-  
**BARAMUNDA** Khata No-444, Plot No-1138, Area : Ac.0.240 decimals  
 out of total area of Ac.0.578 decimals, Kisam- Sarad-2.

**BOUNDED BY**

- North** : Plot No-1141 and 1140  
**South** : Plot No-1137  
**East** : Plot No-1147 of Mr. Hadubandhu Senapati.  
**West** : Rest Part of Plot No-1138



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

**WITNESSES :**

1. Pratulla kumar Pattnaik,

S/o Samanta Madhusudan Pattnaik,  
AT- COSMOPOLIS, Flat - F-031,  
DUMDUMA,  
Bhubaneswar - 751019.

ନିମ୍ନ ଗ୍ରହଣ ୨୯/୦୭/୧୬

Priyanshu Kumar Ray 29/07/16  
Dhara Jayu Ray 29/07/16

2. Niranjan Mohan,  
S/o Narchari Mohan,  
AT- Patrapada, Plot 74/2078,  
BBSR - 19.

Mrutyunjay Ray 29/07/16  
Sanjalita Ray 29/07/16  
Sabita Ray 29/07/16  
Rasmita Ray 29/07/16

Signature of  
First party

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Samal  
Director 29/07/16

Signature of  
Second party

Drafted & proved by  
[Signature]  
[Signature]



A.

Registered & True Copy filed



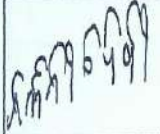





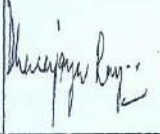


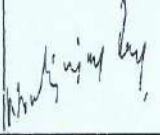


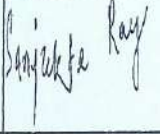


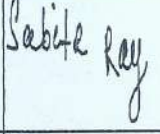


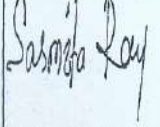
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Volume No. 119  
Pages from ... to ...  
Being No. 1113160586  
Year. 2016

Registering Officer, Khandaair

## Registered Agreement Of Sale without Possession Deed

Nature of the Document : AGREEMENT OF SALE WITHOUT POSSESSION Volume Number : 119  
 Date of Execution : 29/07/2016 Place of Execution : KHANDAGIRI  
 Document Number : 11131605869 Registration Date : 02/08/2016

## FIRST PARTY DETAILS




Name	Photo	Thumb Impression	Signature
NALINI DEVI			
BIJAYA KUMAR RAY			
DHANANJAYA RAY			
MRUTYUNJAYA RAY			
SANJUKTA RAY			
SABITA RAY			
SASMITA RAY			

## DETAILS

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

## PROPERTY DETAILS

Sl.No.	District	Village/Thana	Khata	Plot	Property Area	Kisam	Market Value	Sabak Khata No.	Sabak Plot No.
1	KHURDA	BARAMUNDA-1	444	1138	2000 Sq. Ft.	SARAD II	6388800	Not Available	Not Available
East		West		South		Property Transaction Details			
PLOT NO-1147 OF HADUBANDHU SENAPATI		REST PART OF PLOT NO-1147		PLOT NO-1137		AGREEMENT AREA AC.0.240DEC OUT OF AC.0.578DEC			

Name	Father's / Husband's Name	Identifier Address	Profession
NIRANJAN MOHANTY		PLACE	Others
Name	Photo	Thumb Impression	Signature
NIRANJAN MOHANTY			
REMARK DETAILS			
Remark			
ok			

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