

1082210119

25



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Odisha

e-Stamp

35

Certificate No. : IN-OD04185064218452U
Certificate Issued Date : 08-Jul-2022 11:03 AM
Account Reference : NONACC (IV)/ od5006203/ BHUBANESWAR/ OD-KRD
Unique Doc. Reference : SUBIN-ODOD500620305692999737529U
Purchased by : MS Z ENGINEERS CONSTRUCTION PVT LTD
Description of Document : Article IA-5(2) Agreement
Property Description : MOUZA - PAHALA
Consideration Price (Rs.) : 13,20,00,000
(Thirteen Crore Twenty Lakh only)
First Party : B RAJ SEKHAR SUBUDHI AND B HARA PRASAD SUBUDHI
Second Party : MS Z ENGINEERS CONSTRUCTION PVT LTD
Stamp Duty Paid By : MS Z ENGINEERS CONSTRUCTION PVT LTD
Stamp Duty Amount(Rs.) : 26,40,000
(Twenty Six Lakh Forty Thousand only)



-----Please write or type below this line-----

B. Raj Sekhar Subudhi
08/07/2022
B. Hara Prasad
Subudhi
08/07/2022

Tapan Kumar Mishra

PU 0000450361

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Estamping Authorised Collection Centre

Sagarika Das

Sagarika Das, Bhubaneswar

Tapan Kumar Mishra
Signature of the Purchaser



୧୧

୧୧୦୦୨୫୦୦୦

2640000

13,20,00,000



OFFICE OF THE
SUB-DIVISIONAL
MAGISTRAR
KHURDA, BHUBANESWAR
LTI. V.B.
B. Raj Sekhar
Subudhi

LTI V.B.
B. Hara
Prasad
Subudhi
08/07/2022
08/07/2022

13,20,00,000

2640000

2640000

MEMORANDUM OF AGREEMENT

COLLABORATION AGREEMENT FOR COMMERCIAL EXPLOITATION OF THE LAND BY CONSTRUCTION OF MULTI-STORIED BUILDINGS COMPRISING OF INDEPENDENT UNITS/FLATS AND COMMERCIAL UNITS HAVING THE CHARACTER OF A REVENUE SHARING SCHEME.

This Memorandum of Agreement is made and executed on this 08th day of July, 2022 (Two thousand Twenty Two).

BETWEEN

SRI B. RAJ SEK HAR SUBUDHI aged about 45 years, having Aadhaar No.9304 6342 9545 and **SRI B. HARA PRASAD SUBUDHI** aged about 43 years, having Aadhaar No.6924 3432 2601; both are sons of B. Ananta Padmanabha Subudhi; both are resident of P. S. Plaza, 532, Rasulgarh, Bhubaneswar, Dist : Khurda (Odisha) PIN-751010, by Caste :Kumuti, by profession : Business; Mobile No.9238378526, hereinafter called the party of the **FIRST PART**, Which expression unless repugnant to the context shall mean and include their legal heirs, successors, executors, administrators and assigns.

PAID

W & S. Biswa Bhushan Das

For ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Nayak - DIRECTOR 08/07/2022

W. Prannab Das



g



Tapan Kumar Mohanty



Lotka Bindu
Tapan Kumar
Mohanty
JUL

AND

M/s Z ENGINEERS CONSTRUCTION (P) LTD. (CIN-U74210OR1984PTC001449), a private limited company incorporated under the Indian Companies Act, 2013 having its registered office at Raja Bagicha, Cuttack, Dist : Cuttack (Odisha) and corporate office at M-4/34, Acharya Vihar, Bhubaneswar, Dist : Khurda, (Odisha) PIN-751013 and having PAN-AAACZ0560F; represented by its Director **TAPAN KUMAR MOHANTY** aged about 65 years, son of Late Lotaka Bindu Mohanty, (Aadhar No.2788 9956 6939), permanent resident of 49, Goutam Nagar, Bhubaneswar, Dist : Khurda, PIN-751014; by Caste: Karan, by Occupation: Business, Mobile No.9437460000, hereinafter called the Developer, the Party of the **SECOND PART**, which expression unless excluded or repugnant to the context shall mean and includes its directors, successors in office, executors, administrators and assigns.

Ms. Binna Kumar Das

For Z ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Mohanty

DIRECTOR

Ms. pramodkand Baner

B. Raj Sekhar Sankar
B. Hara Prasad Subudh



୫

WHEREAS, the First Party hereby declare that the land in question stands recorded jointly in their names as per correction ROR issued by concerned Tahasildar vide Mutation Case No.9097/2006, 9098/2006, 9096/2006 and OLR 8(A) Case No.3275/2006, 3271/2006, 3675/2006 & 3273/2006 on the strength of four nos. of registered sale deed bearing No.1667 dated 18/04/1994, No.1668 dated 18/04/1994 executed by BhikariCharan Sahoo & others, RSD No.2331 dated 22/05/1996 executed by Dibakar Sahoo & SibaCharan Sahoo and RSD No.5784 dated 29/12/1995 executed by Abhina Chandra Senapati. Since the date of purchase the First Party were/are possessing the schedule property having every right, title, interest thereover.

AND WHEREAS prior to execution of this Memorandum of Agreement there was an Agreement executed by and between the above named parties which was notarized before Notary Public Bhubaneswar on dated 19/10/2020 vide SL No.411 relating to develop the schedule land. Since there is no registered agreement executed between the first party / land owners and second party / developer as per requirement of various authority, hence both parties now execute this register Development Agreement as per ORERA Act on various mutually terms & conditions as agreed between them. Hence this deed being executed by and between the parties on the following terms and conditions.

AND WHERE AS, the party of the 1st part is also very much inclined to develop their land measuring an extent of **Ac.3.000 decimals** more fully described in schedule below, but since construction of high rise building always requires special skills and expertise, thus an offer was given by the Party of the Second Part i.e. the developer/builder for construction of multistoried building who is having experience in construction and execution of multi-storied/high rise buildings. The Party of the First Part has also accepted the offer and allowed the Party of the Second Part to construct and execute their proposed multi-storied

Mr. Binaya Bhusan Das

FOR ZENGEENERS CONSTRUCTION PVT.LTD.

Tapan Kumar Nayak

DIRECTOR

Mr. Punamottam Bani

B. Raj Sekhar Sambalhi
B. Hari Prasad Sambalhi



୧

buildings, single units, commercial units on the total land at its own cost and expenses in accordance with the composite and comprehensive building plans to be approved and sanctioned by B.D.A/BMC and every other statutory regulator and authority. Pursuant to this, several terms and conditions have been mutually agreed upon by and between the parties and with a view to avoid any future complications that may arise relating to development of the land, the parties agreed to reduce such terms and conditions in writing.

NOW THIS INDENTURE WITNESSED AS FOLLOWS: -

1. The Party of the First Part declares that they have an absolute and indefeasible rights, title and interest in respect of the lands in question as set out in the schedule and they are competent to deal with the lands without any restrictions what so ever. Further they state 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 residential and commercial complexes over the said lands in accordance with the plans to be sanctioned and approved by B.D.A/BMC every other statutory regulator and authority and in consonance with ORERA (hereinafter referred to as "the Act"). Such 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 agreed 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, ORERA and every other statutory regulator and authority.

Mr. Basant Kumar Das

FOR ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Nayak -

DIRECTOR

Mr. Purnanand Banerjee

B. Raj Sekhar Sankar

B. Hari Prasad Subudhi



G

3. The Party of the Second Part or any of its associate or Sister Concern or joint venture Company employed by the Party of the Second Part to do the project as well as construct the proposed project 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-
- 4.1. "Land" shall mean the lands as described in the schedule appended here to and more fully delineated in the attached rough sketch map forming a part of this document.
- 4.2. "Proposed building/complex" shall mean the multi-storied building to be constructed and executed over the said lands.
- 4.3. "Land owner(s)" shall mean Sri B. Raj Sekhar Subudhi & B. Hara Prasad Subudhi, the Party of the First Part mentioned above and all other includes their legal heirs, successors, legal representatives and assigns.
- 4.4. "Developers/Builders" shall mean M/S. Z Engineers Construction Private Limited the Party of the Second Part, who will construct and execute the proposed building complex and includes its, successors-in-office, administrators and assigns. Both terms i.e. Developers, Party of the Second Part and Builders can be used interchangeably throughout the agreement and its course. Such interchangeable usage shall have the same meaning to that of this definition.

B. Raj Sekhar Subudhi
B. Hara Prasad Subudhi

Ms. Bisma Bhosani Desai

For Z ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Yadav
DIRECTOR

Mr. Penwoodland Banin



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)-2640000 ,, User Charges-850 ,Total 2640850

Date: 08/07/2022

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar District Sub-Registrar KHURDA(BBSR) between the hours of 10:00 AM and 1:30 PM on the 08/07/2022 by B. RAJ SEKHAR SUBUDHI , son/daughter/wife of B. ANANTA PADMANABHA SUBUDHI , of AT- P S. PLAZA, 532, RASULGARH, BBSR, DIST- KHORDHA , by caste General , profession Business and finger prints affixed.

B. Raj Sekhar Subudhi

Signature of Presenter / Date: 08/07/2022

Signature of Registering officer

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
B. RAJ SEKHAR SUBUDHI		 315556621	B. Raj Sekhar Subudhi	08-Jul-2022
B. HARA PRASAD SUBUDHI		 315556626	B. Hara Prasad Subudhi	08-Jul-2022

- 4.5. "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
- 4.6. "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.
- 4.7. "Parking Space" shall mean the designated areas/units/spaces intended for parking of vehicles in the basements/stilt/open spaces.
- 4.8. "Architect" shall mean the principal architect-cum-project consultant appointed by the Party of the Second Part for the proposed building complex.
- 4.9. "Flats/units" mean self-contained independent flats for residential accommodation only.
- 4.10. "Commercial Complex/ units" mean complex/area/unit for commercial utility only.
- 4.11. "Brokerage" shall mean and refer to the amount of commission paid to different sales agencies, Channel Partners etc. towards facilitating the sale of a/many flats, commercial units or offices developed inside the Project.
- 4.12. "Effective Date" of this agreement means the date of execution of agreement as stated herein above at the beginning of this agreement.
- 4.13. "Floor Area Ratio of FAR" shall have the meaning as ascribed under Odisha Planning & Building Standard Rules 2020 and wherever applicable any subsequent amendment or re-enactment thereof for the time being in force.

B. Raj Sekhar Sumbudhi
B. Hare Prasad Sumbudhi

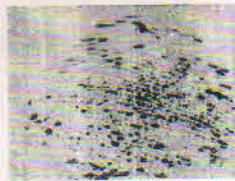
Mr. Bisma Bhawan Das

for Z ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Nayak
DIRECTOR

Mr. Pawan Kumar Nayak

MOHANTY DIRECTOR OF
Z ENGINEERS
CONSTRUCTION PVT.
LTD.



243332924

Signature of Mohanty Director of Z Engineers Construction Pvt. Ltd.

Identified by **BISWA BHUSAN DAS** Son/Wife of **LATE SASHI BHUSAN DAS** of **N4/34, ACHARYA VIHAR, BBSR, DIST- KHORDHA** by profession **Others**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
BISWA BHUSAN DAS				08-Jul-2022

Date: 08/07/2022

Signature of Registering office

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Sub-Registrar, KHURDA(BBSR)

Book Number : 1 || Volume Number : 208

Document Number : 11082209628

For the year : 2022

Seal :

Date: 12/07/2022

Print

Signature of Registering office



- 4.14. "Marketing Cost" shall mean and refer to any cost that is incurred for marketing the project in and which includes the cost incurred towards advertising and promotion of the project through all available marketing sources like online, print media, exhibition/campaigns etc.
- 4.15. "Revenue shall" mean and refer to total receivable from the sale of each saleable sq. ft. of the project.
- 4.16. "Specification" shall mean and refer to the type and design of material, both for construction and finishing used for the project and confirmed/agreed by both the parties.
- 4.17. "Breach of Contract" shall mean violation of any of the clauses, rights and duties arising out of the Development agreement in part or in whole.
- 4.18. "Proportional/Proportionate/Proportion" shall mean distribution of units among both the parties at each stage(level) of construction as per Consideration clause of this agreement.

5. Interpretation

Unless the context otherwise requires in this agreement:

- 5.1. The recitals, schedules and annexure to this agreement and any amendments thereto are incorporated herein by this reference and constitute and integral part of this agreement and shall remain in full force and effect as though they are expressly set out in the operative part of the agreement.
- 5.2. The headings/sub-headings/titles/subtitles to clauses, sub-clauses, paragraphs, schedules and annexure, if any, are for the purpose of information and convenience. These shall not form part of the operative provisions of this agreement and shall neither be used to construe meaning or intent or whatsoever, nor deemed to control or affect the meaning or construction of any provision of this agreement.

Ms. Bisma Bhushan Das

DIRECTOR
OF Z ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Nayak

DIRECTOR

Ms. Punvanshi Banerjee

B. Raj Sekhar Subudhi
B. H. Hara
Prasad Subudhi



G

- 5.3. The reference to any litigation or legislative provision shall be deemed to include any modification or re-enactment of the said legislation or legislative provision, substituted for that legislation or legislative provision and any rules, orders, regulations, directions, circulars, notifications etc. issued under them.
- 5.4. The Company i.e. the Party of the Second Part formed by its parents/originators/promoters shall be the Developer for this entire project subject to provisions of this agreement. The land owners after execution of this agreement shall place at the physical and actual vacant possession of the land and assign and vest upon the Party of the Second Part the right to 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, which shall commence and be completed within a period of 60 (sixty) months from the date of final approval of the building plans by B.D.A/BMC and every other statutory regulator and authority and/or from the date of obtaining necessary clearance from BDA / BMC/ORERA and every other statutory regulator and authority to go ahead with the construction work. 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 agree 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 and every other statutory regulator and authority.
6. The Party of the Second Part 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 high quality construction.

B. Raj Sekhar Subudhi
B. Hare Prasad Subudhi

M/s Basme Bhuvan Das
VIZ ENGINEERS CONSTRUCTION PVT.LTD.
Tapan Kumar Mishra
DIRECTOR

M/s. Praveer Kumar Banin



Handwritten signature in green ink.

7. The Party of the Second Part further states that the proposed building shall be constructed under their direct supervision and shall comply with all the stipulations made by B.D.A/BMC and every other statutory regulator and authority and also shall conform to all the rules and regulations of the local authorities as may be applicable. In case of land disputes then the actual time taken to settle the dispute will be added to the completion period.
8. The term of this agreement shall be referred to as the Effective Period of this Agreement, which shall commence from the Effective Date and shall continue to remain in subsistence during the development of the Scheduled Land and construction of the Project, unless terminated earlier in accordance with the provisions of this agreement. The Effective Period of this Agreement shall continue to remain alive until the completion of the development and construction work; transfer of the apartment/flats/units in the project in favour of the respective buyers and the land owners and the handover of common areas of the project in favour of an association formed by those buyers and the land owners.
9. The Party of the Second Part declares that they can arrange finance for development of the schedule land and complete the project within the mentioned Effective Period.
10. The Party of the First Part agrees covenants with the Party of the Second Part/Developers as follows:
 - 10.1. Not to interfere or obstruct the construction of the proposed building over the said land unless the Party of the Second Part violates the essential terms and conditions as agreed upon and stated in the agreement.
 - 10.2. Not to prevent the Party of the Second Part from entering into negotiations with intending purchasers of flats/units constructed and executed over the said scheduled land.

B. Raj Bekhar Subudhi
 B. Hara Prasad Subudhi

W. B. B. Bhusan Das
 For ZENGINERS CONSTRUCTION PVT. LTD.
 Tapan Kumar Das
 DIRECTOR

Ms. Durwoodans Banin

[Faint, illegible text, likely bleed-through from the reverse side of the page]



[Handwritten signature in green ink]

- 10.3.** The Party of the First Part hereby confers and vests absolute right and authority upon the Party of the Second Part to commence carry on and complete the construction of the multi-storied buildings in accordance with the approval/sanction accorded by the Authorities.
- 10.4.** The party of the First Part authorizes the Party of the Second Part to sign, execute any deeds, sale deeds or Gift Deed in favour of concerned Authority for transferring the proposed acquisition road area as shown in CDP plan and present & admit the said document before the registering authority and receive consideration / compensation / award in its own name for such acquisition from the authority concerned for and on their behalf.
- 10.5.** The Party of the First Part shall at the request of the Party of the Second Part 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. subject to provisions of this agreement and laws of the land. Certified copies of ROR, Sale Deeds or any other documents related to scheduled Property shall be handed over to the Developer. Original ROR, Sale Deeds or any other documents related to scheduled Property will be produced with the Developer or appropriate authorities as and when required as such.
- 10.6.** The Party of the Second part shall make their own due diligence report 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. The Party of First part takes responsibility for any litigation arising out of the title of the land to the extent of due diligence carried out while execution of this agreement.

B. Raj Sekhar Sumbudhi
B. Hari Prasad Sumbudhi

Ms. Bessie Bhasa Das
For ENGINEERS CONSTRUCTION PVT.LTD.
Tapan Kumar Mishra -
DIRECTOR

Ms. Punamitara Baner

Faint, illegible text, likely bleed-through from the reverse side of the page.



G

11. The Party of the Second Part agrees and undertake as follows:

11.1. Period of Construction

11.1.1. The proposed construction 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, ORERA and any other statutory authority/regulator to go ahead with the construction work.

11.1.2. The construction of the entire building shall be completed within a period of 60 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/ORERA and any other authority/regulator to go ahead with the construction work or within such extended period subject to the force majeure conditions.

11.1.3. The Effective period shall not exceed 60 months from the date of final approval from all the applicable statutory authorities. The Party of the Second Part shall apply for all types of approvals, licenses, compliances, registrations, certifications etc. required for development and construction of the Project within Eighteen months (18) from the date of registration of the agreement. The Period of Construction along with sale of all the saleable units shall start right after final approval from the statutory authority of the Effective Period. The Period of construction and sale shall not go beyond last 60 months of the Effective Period. The parties have mutually agreed for grace period not exceeding 12 (twelve) months after the stipulated 60 (sixty) months only if the provision of force majeure is invoked during Effective Period.

B. Raj Sekhar Sambudhi
B. Hare Prasad Sambudhi

Ms Basma Shivan Des

For Z ENGINEERS CONSTRUCTION PVT.LTD.

Tapas Kumar Yadav
DIRECTOR

Ms. Purnimottam Baner

Faint, illegible text, possibly bleed-through from the reverse side of the page.



Handwritten signature in green ink.

- 11.2.** The Party of the Second Part /Developers further undertakes 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. If the BDA/BMC and any other authority/regulator imposes any amount of fine for deviation from the approved plan then the same shall not be adjusted from share of revenue and the Party of the Second Part is liable to pay the Land Owners during the course of agreement.
- 11.3.** 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/contractors of the developers. Consequently, the land owners shall not be liable to pay any compensation to any such workmen, labour or technician that may be engaged by the Party of the Second Part 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 the land owners from any such liability.
- 11.4.** The entire cost and expenses for the above development of the Scheduled Land and construction of the project shall be solely borne by the Developer. Accordingly, the Party of the Second Part shall have full right and control over the said development from the Developer's share and construction and to sell out the flats and commercial spaces of the project to any party and/or persons and to recover its cost, expenses and profits as the Party of the Second Part may in its absolute discretion deem fit and proper subject to the provisions of this agreement. Further, the branding and marketing of the project shall also be done solely by the Developer.

B. Raj bekhaw Subudhi
B. Hara Prasad Subudhi

WA Baiswa Bhawan Das

For ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Yadav
DIRECTOR

Mr. Punnoo Baner

Faint, illegible text, likely bleed-through from the reverse side of the page.



Handwritten signature in green ink.

- 11.5.** The cost of development and construction shall include the cost for planning, designing, approvals, compliances, registration, certifications, documentation, human resources, consultants and other professionals, construction, raw materials, marketing, sales, branding, brokerage, utility services like water and electricity etc.
- 11.6.** The Party of the Second Part shall bear all cess and/or charges and/or fee etc. imposed by the government or any other public authorities on the scheduled land after taking possession of the same from the land owners, till transferring the possession in favour of the prospective buyers / purchasers, upon completion of the project.
- 11.7.** Further, the Developer is at liberty to acquire purchasable FAR over and above the available FAR for the Scheduled Land, in accordance with the procedure established under the law. The Land owners shall not make any objection to such acquisition of purchasable FAR by the Developer under any circumstances whatsoever. The cost of purchasable FAR shall be borne by the land owners. The party of the first part will get thirty three (33%) percent of the entire super built up area.
- 11.8.** The Party of the Second Part /Developer must bear all costs to liaison with local representatives of the nearby population for smooth and lubricated running of the project. All such costs of police protection and token money necessary for protection of project shall be borne by the Party of the Second Part /Developers.
- 11.9.** The amount payable towards Shelter Fund shall be borne by both the parties proportionately to their respective share of built up space in the project i.e. 33% and 67% of the shelter fund amount shall be borne by the Land Owners and Developer respectively.
- 11.10.** The Party of the Second Part/Developers shall not create charge/mortgage over the scheduled land/property in any way without the consent of the land owners, either in part or in full, with any bank(s) and/or non-banking financial corporation's / companies and/or financial institutions and/or others, for attaining the objective of this agreement.

B. Raj Sekhar Subudhi
 B. Hare Prasad Subudhi

W: Bisma Bhawan Das

For Z ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Nayak
 DIRECTOR

W2: Deepankar Banin

Faint, illegible text, likely bleed-through from the reverse side of the page.



Handwritten signature in green ink.

11.11. Consideration

11.11.1. In consideration of bearing the costs and expenses of development and construction, the Party of the Second Part shall be entitled to receive sixty seven (67%) percent of the super built up area generated from development, while remaining thirty three (33%) percent of the super built up /built up/Carpet area shall belong to the Party of the First Part. The entire scheme of unit sharing shall be demarcated depending upon the approved plan of said project.

And it is also mutually agrees and decided between the parties that the developer shall transfer those flats appertaining to the allocation of land owner's 33% share including its 67% share by way of absolute sale and after adjusting the advance amount from the sale proceeds of land owner's 33% share the balance sale proceeds of land owner's share shall be equally divide and deposited the same with the land owner's as per execution of sale deed/s. Provided the land owners party of the first part shall decide & fix the cost of their allotted flats with the intending purchasers appertaining to their share and intimate the same to the developer enter into agreement with the such intending purchasers and execute register sale deed in favour of them for which the land owners the party of the first part shall execute a register power of attorney in favour of the developer wherein the developer is empowered to transfer it's developers share as well as land owner's share as per terms of this agreement.

11.11.2. The Party of the Second Part hereby declare that since October' 2020 they are paying to the Party of the first Part an amount of Rs.15,00,000/- (Rupees Fifteen Lakhs) only per month as advance, which is being equally divided between both the Land Owners namely Sri B Raj Sekhar Subudhi & B Hara Prasad Subudhi. Such payment of advance to the party of the First Part shall be continued till completion of construction of Land Owners' share or for the period as per Land Owners' consent.

B. Raj Sekhar Subudhi
B. Hara Prasad Subudhi

Ms. Geeta Bhawan Jais

For ZENGINERS CONSTRUCTION PVT.LTD.

Tapan Kumar Yadav

DIRECTOR

Ms. Purusottam Babin

Faint, illegible text, possibly bleed-through from the reverse side of the page.



A handwritten signature in green ink.



9

Faint, illegible text, likely bleed-through from the reverse side of the page.



A handwritten signature in green ink.

- 12.2.** After the approval from the BDA/BMC, the Builder and land owners shall jointly identify the land owner's share immediately in writing as per clause 11.11.6 of this agreement and thereafter the builder has the right to enter into any agreement for sale or construction of any units, flats to the extent of his share in the built up area and receive earnest money / sale consideration and the land owners shall have no objection to such agreement. However, the land owners if required shall join as confirming party for execution of the documents of transfer in favour of such prospective buyers at the instance and the request of the builder and all costs, charges expenses in respect thereof shall be borne by either the Builders or the intending purchaser (subject to signing of GPA). At any stage of the construction if the land owners wants to identify/sale/allot anybody from his share then the any tax applicable for such transaction shall be borne by the First party.
- 12.3.** It is also mutually agreed between both the parties if there is any further extension of the upper floor vide approval from B.D.A/BMC or otherwise in future over and above the approved plan at any time then there will be further extension of time to which the land owner's agree and will be entitled to get their proportionate share of constructed area to be decided mutually at that time, before execution of the extension work.
- 12.4.** Both the parties further agree and undertake that any dispute between the parties relating to the interpretation of any of the terms and conditions stipulated in this agreement, the rights, obligations and entitlements flowing from this agreement or any dispute connected with the construction of the proposed building and/or any other incidental or ancillary dispute shall be subject to the jurisdiction of the competent Court at Bhubaneswar.
- 12.5.** 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.

B. Raj Sekhar Subudhi
B. Hare Prasad Subudhi

Ms. Bisnu Bhunia Das

For Z ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Nayak
DIRECTOR

Mr. Anurag Kumar Behera



Handwritten signature in green ink.

12.6. Indemnity

12.7. The Party of the Second Part hereby undertakes to keep the land owners indemnified against all actions, writs, costs, proceedings and claims that may arise out of the Developer's allocations with regard to the Development of the said premises and/ or in the matter of construction of the said building and or any defect therein and/or out of sale of the various flats/units to purchasers. The distribution of allotment will be made mutually as agreed upon.

12.8. Termination

12.8.1. In the event of the Developer's inability in applying the requisite approvals towards development of scheduled land for construction of the project from the appropriate authorities, due to any reason not attributable to the land owners, within 18 months from the date of execution of this agreement, the Party of the first part shall terminate this agreement upon serving of written notice to the Developer with proper legal justified ground, which is 15 days prior to the date of such termination. In case of termination by the Developer before commencement of construction, the Land owners shall not be liable to refund the amount of advance in any manner whatsoever possible.

12.8.2. If there is a breach of contract after the commencement of construction, then the Land Owners can terminate this agreement by giving a notice of 15 days to the Party of the Second Part with proper legal justified ground. The Land Owners shall invoke Compensation clause i.e.11.12 of this agreement for all the unsold/incomplete units. During such period of termination, the Land Owners are liable to repay the amount of advance tendered on the date of execution of this agreement as mutually agreed by both the parties.

B. Raj Sekhar Bumbudhi
B. Home
Masood Subudhi

W. Biswa Bhushan Das
For Z ENGINEERS CONSTRUCTION PVT.LTD.
Tapan Kumar Yadav
DIRECTOR

Mr. Purusottam Banerjee



[Handwritten signature in green ink]

12.9. Severability

12.9.1. If any of the provision of this agreement becomes illegal and/or invalid unenforceable under a present or future legal or regulatory provision, such illegality and/or invalidity and/or unenforceability shall not affect the legality and/or validity and/or enforceability of any other provision of this agreement in such an event, this agreement shall be construed as if such illegal and/or invalid and/or unenforceable provision was never ever part of this agreement and the remaining provisions of this agreement shall remain in full force and effect.

12.9.2. Further, the parties may make efforts to replace the said illegal and/or invalid and/or unenforceable provision with a provision which is legal, valid and enforceable.

12.10. Counterpart

This agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and both of which taken together shall constitute one and the same agreement. further, each of the parties shall be provided with one of these counterparts.

12.11. Communications arising under the purview of this agreement shall be addressed on the respective addresses of the parties as mentioned herein, either by ordinary post and/or registered post and/or speed post and/or private courier service /e-mail. Any change in address by one of the parties shall be promptly notified to the other party within a period of seven days from the change of such address as per the below mentioned format.

- a. For the Land Owners : (1) **SRI B. RAJ SEK HAR SUBUDHI** aged about 45 years, having Aadhaar No.9304 6342 9545 and (2) **SRI B. HARA PRASAD SUBUDHI** aged about 43 years, having Aadhaar No.6924 3432 2601; both are sons of B. Ananta PadmanabhaSubudhi; both are resident of P. S. Plaza, 532, Rasulgarh, Bhubaneswar, Dist : Khurda (Odisha) PIN-751010, Mobile No.9238378526.

B. Raj Sekhar Subudhi
Prasad Subudhi
B. Hara

WA Bisma Polusa Das
FOR ENGINEERS CONSTRUCTION PVT.LTD.
Tapan Kumar Yadav
DIRECTOR

Mrs. pramodkanti Baner



୧

Faint, illegible text, likely bleed-through from the reverse side of the page.



A handwritten signature in green ink.

12.13. Bankruptcy, Composition with Creditors, Etc

The Party of the First Part shall not be subject to any proceeding if the promoters/originators/parents of the Party of the Second Partfile/alleged with any violation of Insolvency or Bankruptcy Code. In the event of debt rescheduling proceedings, composition with creditors, bankruptcy, or any other form of creditor intervention, in respect of the business of the Party of the Second Part/Developer, the Land Owners shall be entitled to terminate the Agreement for breach with immediate effect, unless otherwise stated by mandatory law and also act as creditor to the Developer during resolution process.

B. Raj Sekhar Subudhi
B. Here placed Subudhi.

12.13.1. The Party of the First Part shall not refund the advance amount upon invoking clause 11.12. The Party of the First Part shall invoke compensation clause in case of all the situations arising out Clause 11.12.

12.14. As and from Effective date the Party of the Second Part and/or its transferees shall each be liable to pay and bear proportionate charges on account of Income tax, GST, EPF, and all other relevant taxes and all other rates, taxes outgoing payable in respect of their respective spaces/gains and it is also applicable for the party of the first part for their share/gain.

Provided the second party /Developer shall collect the appropriate charges on account of Income tax, GST, and all other relevant taxes and all other rates, taxes from the prospective buyers of flats appertaining to land owner's share which will payable in respect of our land owner's share and after collecting the relevant tax upon the land owner's share the developer/second party shall deposited the same before the appropriate concerned authority and obtained up-to-date receipt thereof without making liable to the land owner's /party of the first part.

W. Pooja Bhawan Das
FORZ ENGINEERS CONSTRUCTION PVT. LTD.
Tapan Kumar Nayak
DIRECTOR
Mr. Puruottam Banin



୧

12.15. All costs and expenses of preparation, stamping and registration of each conveyances or for other documents of transfer shall be paid and borne by the Party of the Second Part and/or its nominee or nominees and the land owners shall not be put to any expenses on account thereof provided.

13. DISPUTE RESOLUTION

13.1. GOVERNING LAW

The rights and obligation of the parties under this Agreement shall in their entirety be governed by law of India.

13.2. NEGOTIATIONS AND MEDIATION

In case of disputes arising out of the Agreement as to interpretation or the legal effects, the parties shall first seek to resolve such dispute through mutual discussion.

If such discussion do not succeed, each of the parties may request that the dispute be brought before an Arbitrator to be fixed by the consent of both the parties.

13.3. RULES OF MEDIATION

The independent expert and/or Arbitrator shall act impartially and independently in the performance of his or her duties. The detailed approach to mediation shall be determined by the Arbitrator, in consultation with the parties.

At the start of mediation, the expert/mediator shall inform the parties of the basis on which his or her remuneration will be calculated. Unless otherwise agreed, each party shall pay its own costs and half of the costs of the expert/mediator.

The assignment of the independent expert or mediator shall be concluded in one of the following ways:

B. Raj Sekhar Subudhi
B. Hem

Ms. Bisma Bhusan Das
For ENGINEERS CONSTRUCTION PVT.LTD.
I am Kumar yachon —
DIRECTOR
Ms. Purnoo Lakshmi Baner



୧



୧

SCHEDULE OF LAND

District.- Khurda, Tahasil- Bhubaneswar, PS- Baliana No.5,
Mouza- Pahala, Sthitiban, Khata No.352/124, Plot No.94, Kissam :
Gharabari, Area : Ac.0.630 decimal (full plot) and Plot No.116, Kissam :
Gharabari, Area : Ac.1.110 decimal (full plot) corresponds to consolidation
Khata No.294 & 140, Khata No.352/122, Plot No.114, Kissam :
Gharabari, Area : Ac.1.080 decimal (full plot) corresponds to consolidation
Khata No.58, Khata No.352/123, Plot No.115, Kissam : Gharabari, Area :
Ac.0.180 decimal (full plot) corresponds to consolidation Khata No.2. In
toto one Mouza, three Khata, four Plots, total Area : Ac.3.000 decimals
The valuation of schedule land as per bench mark valuation is
Rs.13,20,00,000/- (Rupees thirteen crore twenty lakhs) only and
accordingly applicable stamp duty and registration fees hereby paid.
The parties having understood the purport, scope of the contents of this
agreement the parties put their respective signatures & seal hereto on the
date written above in the presence of witnesses.

B. Raj Sekhar Subudhi
08/07/2022

For Z ENGINEERS CONSTRUCTION PVT.LTD.

B. Hare Prasad Subudhi
08/07/2022

Tapan Kumar Nayak -
DIRECTOR 08/07/2022

**Signature of the Party
of the First Part**

**Signature of the Party
of the Second Part**

Witness: -

1. Biswa Bhawan Das
S/o Late Sathi Bhawan Das
M4/34, Acharya Vihar
Bhubaneswar - 751013

2. Premkanta Behera
at House No. 001, Gouri Garden,
Phase-2, Old Town, BB-2
Dist. Khurda.

Drafted & Prepared by

JULI

T.R. Das

Advocate, Bhubaneswar



BEING TRUE & CORRECT
FILED IN

BOOK NO.
Volume No.
Pages
Serial No.
for the year 2022

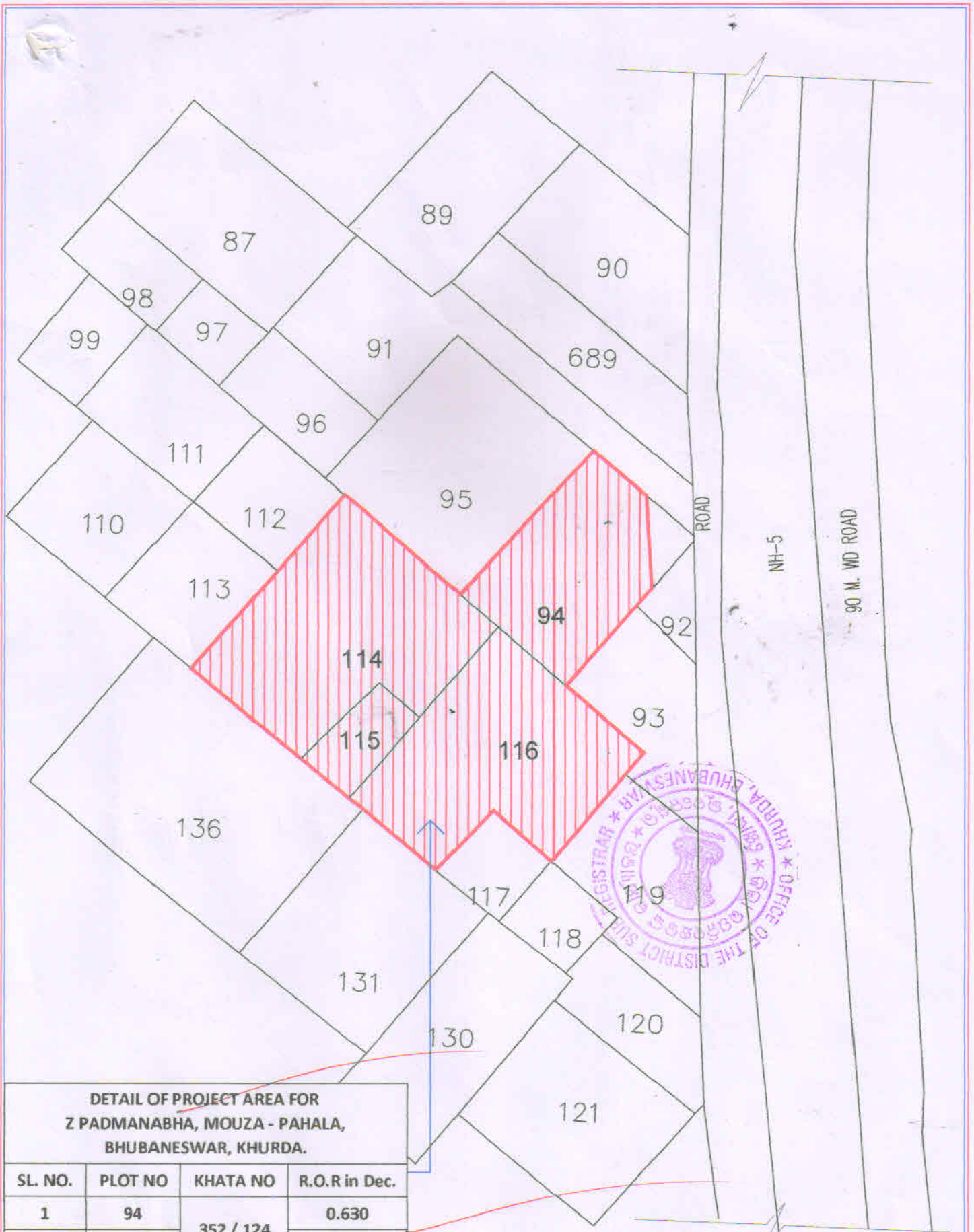
1082210119

[Signature]

8-7-22

A3-000
440,00,000
44000
pe-Dr





**DETAIL OF PROJECT AREA FOR
Z PADMANABHA, MOUZA - PAHALA,
BHUBANESWAR, KHURDA.**

SL. NO.	PLOT NO	KHATA NO	R.O.R in Dec.
1	94	352 / 124	0.630
2	116		1.110
3	114	352 / 122	1.080
4	115	352 / 123	0.180
TOTAL PROJECT AREA IN ACR.			3.00

For Z ENGINEERS CONSTRUCTION PVT.LTD.

Z PADMANABHA



B. Raj Sekhar Subudhi

Tapan Kumar Nayak

DIRECTOR

B. Hara Prasad Subudhi