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ORIGINAL

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25 OCT 2019

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TEN RUPEES

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INDIA NON JUDICIAL



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Biswajit Saha
Sri SK Ravi Advocate, BBSR

Jagdeep Thakur
Sri SK Ravi, Advocate
Bhubaneswar

AGREEMENT

THIS DEED OF AGREEMENT MADE on this 25TH Day of October, 2019 at Bhubaneswar

BETWEEN

Sri Biswajit Saha(PAN NO – ALAPS5275J, AADHAAR No. - 464022634240) aged about 58 years S/o Late Bhagwan Ram, by Caste- Bania and by Profession– Business, Resident of Ganesh Ghat, P.S.-Purighat, Cuttack, PIN – 753002, Dist-Cuttack, Odisha, (hereinafter referred to as the "LANDOWNER"

KHUSHI REALCON PVT. LTD.

Biswajit Saha

Jagdeep Thakur

Director

W, Santosh Kr Rathi
Advocate, BBSR

Rajendra Kumar Me

Jayneswar Acharya
Notary, Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009
Mob:- 9861006174

which expression unless excluded by or repugnant to the subject or context shall include his legal heirs, successors, representatives and other assigns) of the FIRST PART. Mob: 9437021551

AND

M/S KHUSHI REALCON PRIVATE LTD. a private limited company(CIN-**U45201OR2012PTC015524**) having its registered office at S-2/A-42,43,44 Mancheswar Industrial Estate, Bhubaneswar, PIN – 751010, P.S. Mancheswar, Dist. Khurda(Odisha) represented by its director (by virtue of a resolution dated 15.10.2019) **SRI PRADEEP THACKER(DIN-01886198, PAN NO. – AAKPT7887L, AADHAR NO. 644810156080)** aged about 54 years, Residing at Plot No.9/C, Jaydurga Nagar, Bomikhal, Bhubaneswar-751006, S/o Late Mani Lal Thacker, By Caste-Bania, by profession – Business, (hereinafter referred to as the “Builder/Developer” which expression unless excluded by or repugnant to the subject or context shall include its Directors, successors in business, executors, administrators, representatives and other assignees) of the **OTHER PART**. Mob: 9937067936

Whereas the property mentioned in the scheduled below Dist: Khurda, Tahasil – Bhubaneswar P.S.- Baliana, P.S No-5, Mouza – Pahala under the Jurisdiction of District Sub Registrar Khurda at Bhubaneswar, Khata No. 352/101(Three Hundred and Fifty Two Over One hundred and One), Plot No – 124(One Hundred Twenty Four) area Ac 0.140 decimals (One Hundred Forty Decimals) and Khata No. 56/4(Fifty Six over Four), Plot No – 211/1746 (Two Hundred and Eleven over One thousand seven hundred forty six) area Ac 0.320 decimals (Three Hundred Twenty Decimals), total area of Two Khata Two Plots area Ac 0.460 decimals (Four Hundred and Sixty decimals) Kisam – Gharabari and Khata No. 56/4(Fifty Six over Four), Chaka No.150(one Hundred and Fifty), Plot No.211(Two Hundred and Eleven), Area Ac 0.010 decimals

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Director

Santosh Kr Nath
Rabindra Kumar Me



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(Ten decimals) Chakabhukta.Total area Ac 0.470 decimals (Four hundred and seventy decimals).

AND WHEREAS, the said land mentioned in the schedule below which originally stands recorded in the name of Sri Duryodhan Nayak and the 1st party has purchased the said land vide R. S. D No 138/04.01.91 Regd in the office of the D. S.R Bhubaneswar and mutated the said land in his name vide mutation case No 5078/03 and obtained PATTA thereof of Plot No 124 Area Ac 0.240 decimals situated in Mouza- Pahala from which the National Highway Authority has acquired AC. 0.100 decimals out of the said land. The rest of the land area Ac. 0.140 Decimal has been converted to Homestead vide OLR U/S 8(A)Case No - 424/18.

AND WHEREAS, the 1st Party/ Principal got the plot No 211 Area Ac 0.330 decimals situated in Mouza Pahala vide partition deed Id No 1081803532 document No _____ Dated 26.03.2018 Regd in the office of the D.S.R. Bhubaneswar. In the Partition Deed the mother of 1st party Bina Devi distributed the said land along with other properties among her children in different kachha. B Kachha has fallen in the name of the 1st Party /Principal and the said property had been purchased by Beena Devi (Mother of 1st party) in Mouza - Pahala Khata No 28, Chaka No 150, Plot 211 Area Ac 0.330 decimals from Banchhanidhi Sahoo and others vide R.S.D. No 121 dated 13.02.91 Regd in the office of the D.S.R. Bhubaneswar and mutated the same vide mutation case No 5640/91 and obtained PATTA (Record of Rights) in her name, plot no. 211/1746 Area Ac 0.320 has been converted to Homestead vide OLRU/S 8(A) Case No-1099/17, however plot no. 211 Area Ac 0.010 is still a Chaka Plot, 1st Party /Principal is in peaceful possession over the same without any dispute.

AND whereas the "Builder/Developer" having wide experience and expertise in building/developing such apartment/ commercial complex in



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Bhubaneswar city and elsewhere, negotiated with the land owner to promote and develop a Commercial / Apartment Complex on the scheduled land entirely at the cost of the Builder/developer subject to the terms and conditions set forth hereinafter in this covenant.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Builder/ Developer shall construct a Commercial / Apartment complex building on the scheduled plots with basement and /or still floor parking space as per approval by Bhubaneswar Development Authority/ appropriate authority norms.
2. The Landowner/1st Party member hereby hands over/ delivers peaceful vacant possession of schedule property to 2nd party/builder and the Builder hereby acknowledges taking over of possession of the land.
3. As a first step the Builder/Developer shall take up all the necessary and immediate steps to apply and obtain all necessary plan approval as required from BHUBANESWAR DEVELOPMENT AUTHORITY, BHUBANESWAR MUNICIPAL CORPORATION, National Highways Authority of India(NHAI), Odisha Real Estate Regulatory Authority, Public Health Department, Fire Brigade, Electricity Board, Environment and Pollution control, Airport Authority of India, Archaeological survey of India and other appropriate authorities for plan approval of the Commercial / Apartment building on the scheduled plots as mentioned below and the Builder/Developer shall bear all cost, expenses, charges, fees etc for obtaining all such necessary approvals.
4. The construction of the proposed commercial / apartment building will be completed/finished in a phased manner within **48(Forty Eight)** calendar months from the date of Registration with ORERA.

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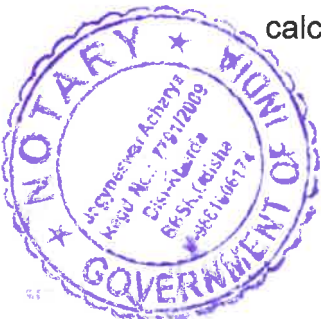
5. The Builder/Developer shall construct the building according to the plan and permission and shall not construct any illegal or unauthorized/defective units resulting in any unprecedented event and if they do so, it would be entirely at their cost and risk and the Land Owner shall not be liable, responsible/ accountable for any consequence thereof occurring from such illegal Act.
6. Any liability (financial, technical, civil or criminal) or otherwise arising from violation, deviation, non-compliance, non-adherence or non-performance of any statutory (central or state) Act, Rules, Provisions, Sanctions, Permissions, Approvals etc shall entirely be the liability, responsibility, accountability of the Builder and the Land Owner shall not be held liable, responsible, accountable in any manner whatsoever even for the Land Owner's share.
7. **Towards Consideration:**
 - (a) That, the Builder/Developer hereby agrees to give to the Land Owner 40% of saleable area calculated on the basis of super built up area. However, it is clearly understood that for the purpose of calculating the land owners share, the builder has to achieve a minimum FAR of 2.85 times of the land area. In case of less FAR achieved, the Land Owners share will be equal to the share that would accrue to the land owner in case 2.85 FAR would have been achieved keeping land owners share @ 40% of such 2.85 FAR. Further, in case FAR achieved is more than 2.85 Times, in such case, the share of the land owner will be 40% of the actual FAR achieved and the share being calculated on the basis of saleable area.

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Deepak Thakur
Director

Santosh Kumar Naha
Rabindra Kumar Naha



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- (b) That, the land owner will be allotted his **40%** share in all floors and all sides proportionately.
- (c) The Land Owner will be provided with 1 no. membership for the club house built in the Developer's plot.
8. The Builder shall provide all modern facilities, amenities like more than adequate power load, exclusive noiseless/silent generator, exclusive transformer, Utility room, CCTV, Sewerage Treatment Plant, Rain Water Harvesting, Solar Power etc. with proper ventilation of air and light in the commercial / apartment complex to ensure immediate income by way of rent or sale and make it highly rentable/ tenantable.
9. The Builder / Developer hereby agrees and makes absolutely / abundantly clear that it has paid a Security Deposit of Rs. 50,00,000/- (Rupees Fifty Lakh only) through RTGS vide UTR No. SBINR52019102400023390 on 24-10-2019 from and out of It's own funds/sources/resources and not out of any advance booking amount received from any purchaser/customer out of the Builder/Developers allocated share of 60%, which shall be kept with the land owner as Security only (not forming as part of any consideration whatsoever) on or before the date of execution of this agreement. The land owner shall pay interest @ 2% per annum to the Builder/Developer on the above security deposit amount of Rs. Rs.50,00,000/- (Rupees Fifty Lakh only). The calculation of the interest will be at the end of each year only.i.e 31st March. This security deposited will be returned or repaid to the builder in the phase manner as per below accomplishment of construction of the building.

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Rashmi Kumar Palle



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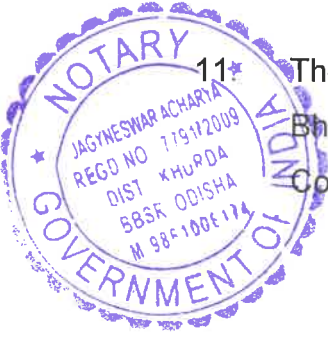
PAYMENT SCHEDULE		
SL. NO	PAYMENT TIME	Amount (In %)
1	On Signing of Allotment Agreement	10%
2	On Completion of Foundation	10%
3	On Completion Basement Floor Casting	10%
4	On Completion Basement Roof Casting	10%
5	On Ground Floor Roof Casting	10%
6	On 1 st Floor Roof Casting	10%
7	On 2 nd Floor Roof Casting	10%
8	On 3 rd Floor Roof Casting	10%
9	On 4 th Floor Roof Casting	10%
10	On Brick Work	5%
11	On Handover	5%

Biswajit Sanyal

10. The Builder/Developer shall not use or misuse the property in the schedule below for any other purpose other than the purpose as mentioned in the agreement for any illegal, unlawful, unlicensed, activity by the Builder for which the Land owner may have to incur cost towards demolition of any illegal structure and cost of litigation etc. In case the builder indulges in any such above mentioned activity the entire cost of all such expenses and litigation shall be deducted from the above mentioned available Security Deposit of Rs.50,00,000/- (Rupees Fifty lakh only) and the balance amount shall be paid along with interest @ 2% per annum to the Builder/Developer by the land owner. However in case the cost of all such expenses, damages and litigation exceeds the then available Security Deposit amount then the amount in excess of the then available Security Deposit amount shall be realized/recovered from the Builder/Developer.

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Rajendra Kumar Patra



11. The Builder/Developer shall furnish the occupancy certificate from Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation as soon as the commercial complex/ apartment building is

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completed in all aspects without any delay so that the building can be sold or let out on lease/rent to ensure no loss of income for want of occupancy certificate.

12. The Builder/Developer shall provide adequate free parking facility as per norms for two wheelers and cars of employees, visitors, customers, clients of the future prospective tenants/owners to whom the commercial / apartment complex shall be given on rent or sold.
13. The Builder shall do the necessary soil test etc and do all that is necessary and ensure no water seepage or water logging and submit the plan approval to the BHUBANESWAR DEVELOPMENT AUTHORITY / BHUBANESWAR MUNICIPAL CORPORATION keeping the above important points in mind.
14. The Builder/Developer shall consult the land owner by taking him into confidence and shall always keep him well informed with regard to the name of the building, design, plan layout in the construction / development of the said commercial / apartment complex.
15. The Builder/Developer hereby undertakes that the Lands in the schedule below shall not be divided, bifurcated, split or fractionalized while preparing the plan layout and design of the commercial / apartment complex and ensure that a single, large and continuous/ contiguous hall type of structural design and layout plan is made/ submitted by the architect for approval from BHUBANESWAR DEVELOPMENT AUTHORITY / BHUBANESWAR MUNICIPAL CORPORATION.
16. That the Builder/Developer shall arrange the necessary funds for construction/development of the said commercial / apartment complex from their own sources/resources and shall not mortgage, assign or

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Director

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create any charge on the scheduled land of the Land Owner and at no point of time request the Land Owner for any type of consent, confirmation, undertaking or signature to avail funds/finance from any Bank, NBFC or any other govt. or private institution /organization / undertaking for the same and the land owner shall in no way whatsoever be responsible / liable for the same nor be party to any such project finance. However customers/intending buyers of area from the 60% share of the Builder/Developer may avail finance from Banks without creating any charge on the land Owner's share of 40% for which the land owner shall have no objection.

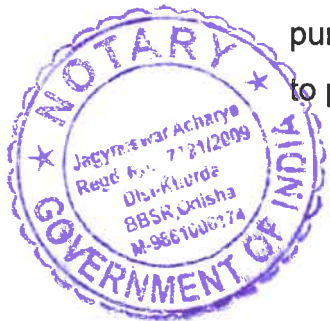
17. The roof top right of the said commercial complex shall be of the Land Owner on completion of the Building, if permitted by relevant and applicable law and regulations. However the Land Owner hereby agrees to share the income if any arising out of use of the said roof top later on with the Builder. The present project is being done on the basis of 3 FAR. In case of any increase of FAR in future by the concerned authorities whereby additional area is allowed to be constructed on this plot, and the builder and the owner mutually agree to take up further construction beyond 3 FAR the same shall be done in the existing ratio and as per the terms and conditions of this agreement provided the foundation being laid now is strong enough to sustain the extra load of such additional permissible FAR /floor area. In case the FAR is increased after the builder has handed over the building, the land owner / his buyers and the other buyers / owners will together bear the cost of additional construction.

18. That it is the duty and responsibility of the Builder/Developer to procure purchaser for his share of 60% and the Builder/Developer shall be free to procure them and execute similar agreements with them from time to

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time for his share of **60%** without keeping any deceitful intention in mind and without adversely affecting the interest of the land owner.

19. It is hereby agreed that after getting approval of plan from BHUBANESWAR DEVELOPMENT AUTHORITY / BHUBANESWAR MUNICIPAL CORPORATION, the Builder/Developer shall execute at his cost a notarised allotment agreement between the builder and the land owner. Such notarised allotment agreement, a copy of which shall be furnished to Odisha Real Estate Regulatory Authority, shall clearly specify the area allotted to each of the parties as well as clearly specify the sq.ft allotted in each floor to the land owner. No sales will be done by the builder before such registered allotment agreement is executed. Further, the builder shall not make any deal whatsoever regarding the area allotted and parking allotted to the land owner.

Biswajit Das

20. It is further agreed that the Builder/Developer shall have no objection to the Ownership of that **40%** of the approved BHUBANESWAR DEVELOPMENT AUTHORITY / BHUBANESWAR MUNICIPAL CORPORATION plan/ super built-up area of the commercial building irrespective of FAR which is allotted to the Land Owner. If the Land Owner intends to sell that **40%** of the commercial / apartment area earmarked together with proportionate land area, parking, etc then the Land Owner can do so at his free will and choice, not depending on the Builder.

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Ajay Thakur
Director

21. It is further agreed that the Builder/developer will be at liberty to dispose of by sale **60%** of the Builder/ Developer share of Commercial / Residential Area to which the Land Owner shall have no objection for such sale and Developer shall appropriate full amount of the consideration money paid by the intending purchaser towards the expenditure incurred by the Builder/Developer for this purpose and the

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owner shall execute an irrevocable General power of attorney in favour of the Developer authorizing to sell his (2nd Party's) share of the land and Commercial / Residential Area so constructed there on.

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

(i) The Land Owner or any person claiming under him/ her shall not interfere with the quiet and peaceful possession and construction of said premises by the Builder/Developer.

(ii) In case the builder is prevented to take up the proposed development by any existing law/regulation or by any regulation or law or government order in future or is stopped to take up the work by any government agency whatsoever in such case the party of the first/land owner hereby agrees to refund any and all sums of money whatsoever account received from the second party/builder for this proposed development. However, the owner will be responsible for the deposit or any other sums of money received by him till ORERA registration date and shall not in any manner whatsoever be responsible for other costs incurred by the builder. If such an event occurs then this Agreement along with the Irrevocable power of attorney shall become null and void and both parties hereby agree to cancel them immediately and the Builder/Developer shall return all the original property papers/documents to the Land Owner.

(iii) The Builder/Developer by virtue of the Irrevocable Power of Attorney shall receive consideration from prospective buyers and execute Regd. sale deed in respect of the constructed super built-up area, sign the map or plan and other papers that may be required and shall

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also sign all other papers and documents as may be required or be necessary for the purpose of getting the said sanction/approval and also for obtaining all necessary approvals.

- (iv) That the Owner shall also authorize the Builder/Developer by the said proposed irrevocable power of Attorney to do all other acts, deed, and things at the instance of the Builder/Developer, whenever necessary to obtain approval permission or sanction of any public or statutory body, except deed of mortgage or deed of gift, as may be required for the construction of the proposed commercial complex/apartments subject to consent of the Land Owner.
- (v) It has been agreed by the Builder/Developer that the builder would complete construction of the Commercial / Apartment Complex as per the approved plan within **48 months** from the date of Registration with ORERA unless prevented by reasons beyond the control of the developer viz. Earth Quake, Civil commotions and litigations.
- (vi) The proposed building will have the following minimum specifications:

FOUNDATION & UPPER STRUCTURE: Reinforced Cement Concrete meeting Earth quack resistant norms: **STEEL** of grade Fe 500 – such as to meet the structural engineers design as well as meet the earthquake norms. Make: Preferable TATA, SAIL, RINL. JINDAL, SEL or similar Cement: Preferable OCL brand or similar.

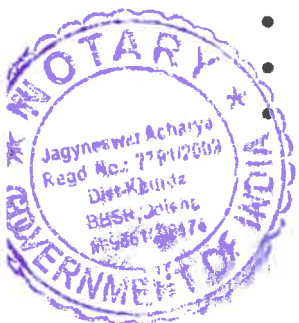
CORRIDOR:

- Flooring : Granite or Composite Marble or equivalent
- Walls : Birla White Putty & Oil Based Distemper Berger or equivalent
- Ceiling : Berger or equivalent Oil Bound Distemper
- Railing : SS Railing
- Misc : 100 mm High Skirting
- Power : Solar power as per BDA / BMC specification for common lighting, General/ Regular Connection too/

Biswajit Singh

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Rajdeep Thakur
Director

Santosh K. N. N. N.
Raj. Dr. K. M. M.



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- Fire Compliant: needed in case of bad weather.
As required per Odisha Fire Rules

SHOWROOM AND OFFICES:

- Walls : Birla White Putty & Double coat Rangoli Emersion Plastic Paint or equivalent
- Ceiling : White Wash Berger or equivalent
- Misc : Rolling Shutter cover box & provision for Signage Box with electrical point
- Electric : 3KVA load, Legrand Switches and MCB Box
- Power Backup : Power Back-up for each shop 300 Watt Approx
- Water : 1 inlet and outlet point
- Flooring : Double charged Vitrified Tiles preferably 8'x4'
- Fire Compliant: As required per Odisha Fire Rules
- Sanitary fittings: Jaguar or Similar Brand
- Basement : Preferably PT Slab with wide column spaces for convenient parking

LIFT FASCIA

- Lift : Lifts of OTIS or Scheineider or equivalent make(8Persons – 2 Numbers, & 1 Cargo Lift preferably Car Size)
- Flooring : Combination of granite Band & OBD
- Walls : Birla White Putty & Oil Based Distemper Berger or equivalent
- Ceiling : Oil Based Distemper Berger or equivalent
- Fire Compliant: As required per Odisha Fire Rule

INTERNAL STAIRCASE & EXTERNAL STEPS

- Flooring : Granite
- Railing : SS Railing
- Fire Compliant: As required per Odisha Fire Rule

EXTERIOR FINISH

- Landscaping, Tubewell, STP
- Basement : VDF Flooring
- Advertisement: Signage Tower and Advertisement Space
- Walls : Combination of Weather proof paint, ACP & Glass Work on 2 side



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- Fire Compliant: As required per Odisha Fire Rule
- Floor : Combination of Grass pavers & Heavy Duty paver Blocks at Parking Area. Lighting Poles, Boundary MS / SS Grill, Interlocking pavers/Cement Concrete Tiles for Foot path

(vii) The Land Owner and the Builder shall bear, in proportion to their share of **40% and 60%** respectively, all taxes payable like Income Tax, Capital Gains Tax, and GST and or any other tax as levied by any statutory authority or the government.

(viii) The Land Owner as well as the Builder/ Developer shall be bound and hereby undertake to abide by the then prevalent GST Act at the time of handing over/ delivery of possession of the Land Owner share by the Builder to the Land Owner and in case it is found to be absolutely/ abundantly clear that GST shall be payable by the Land Owner on his share of **40%** then the said GST amount shall be payable against appropriate/ valid GST Invoice by the Builder in the name of the Land Owner for his share of **40%** so that the Land Owner can avail the Input Tax Credit of the GST amount.

(ix) The cost of any FAR/TDR purchased from the concerned authority over and above the approved plan by BHUBANESWAR DEVELOPMENT AUTHORITY / BMC shall be borne by the builder/ developer.

(x) The Land Owner shall be in no way whatsoever responsible for construction of the commercial / apartment building over the schedule land in any manner whatsoever including accident, partial/total disability or death of any person during and after construction of the building and any liability or compensation payable for such incident / occurrence shall be entirely paid / borne by the builder/developer.

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Santosh Kumar Rathi
Rajesh Kumar Rathi



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- (xi) The Land Owner shall hand over the original title deed, all other relevant documents to the Builder/Developer at the time of execution of this agreement and the Builder/ Developer shall give an acknowledgement of all the documents received.
- (xii) All the original title deeds along with other relevant documents given by the Land Owner to the Builder/Developer as per clause-(xi) above shall be returned by the Builder on completion of the project to the Land Owner and the Builder/Developer hereby undertakes to execute such other documents at his own cost so as to establish exclusive right, title and interest of the Land Owner of his share of 40% so that the Land Owner becomes the exclusive owner of his share and gets the absolute right to mortgage, lease/tenant sell and do whatever he feels necessary.
- (xiii) That subject to the provision of these presents, the Land Owner hereby gives the Builder/Developer exclusive right to construct the commercial / apartment complex on the land mentioned in the schedule and as per the approved plan of BHUBANESWAR DEVELOPMENT AUTHORITY/ BMC.
- (xiv) That notwithstanding any clause, the Builder/Developer shall not modify the plan of construction of the commercial building, until and unless, it is duly approved by the BHUBANESWAR DEVELOPMENT AUTHORITY / BMC.
- (xv) That the Builder/Developer shall always remain liable to bear all costs, expenses and for durability of the Building so constructed by the Builder/Developer according to plan as mentioned above or modified plan which ever may be applicable if the question at all arises in future.



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23. The Land Owner has further agreed as follows.
- (i) Not to sell, transfer or mortgage or change or encumber or alienate the said premises or any part thereof except the portion allocated to him in this agreement.
 - (ii) Not to enter into any agreement for development in respect of the said property with anybody else, during the agreed period or in other words when this agreement is in force i.e. up to the period of **48 (Forty Eight) months** from the date of Registration with ORERA.
 - (iii) Not to do any act, deed or things whereby the Builder/developers may be prevented from selling, assigning and/or disposing of any of the Builder/Developer's allocated share in the proposed Commercial / Residential Complex on the said premises.
 - (iv) That, the Land Owner of the First Part or his prospective purchaser, on completion of the Commercial / Residential Complex in all respect, will bear the proportionate cost of common part of the maintenance expenses like electricity and water charges, sweeper's salary, watchman's salary and other common expenses, which will be decided by all the Flat Owners/ Society.
 - (v) That, Deposit towards society formation, corpus funds, maintenance and also electric meter/consumer deposits, power line deposits will be paid by the builder/second party to the extent of their share of **60%** and the first party to the extent of his share of **40%** against proper/ valid receipts.

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Deep Thakur
Director

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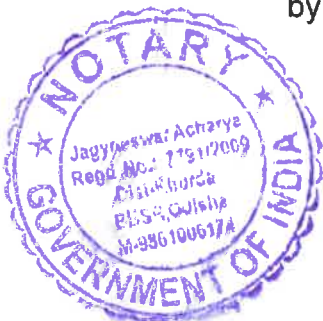
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Odisha, BBSR, Dist-Khunda
Regd. No.-7791/2009
Mob:-9861006174

25/11/19

24. (i) That it is further agreed by and between the parties that in case of acquisition of the said buildings or any part thereof by any public authority, the compensation receivable by the Land Owner or the Builder/Developer or the purchaser as the case may be shall be apportioned among them (between the owner and the builder), subject to condition, if the super built up area as planned is completed and divided between themselves as per agreed proportion. However if any acquisition of the land takes place then the entire compensation shall go to the Land Owner's account.

(ii) That it is further agreed that with the execution of these presents and for the purpose of giving effect to this agreement, the Owner will execute and register an Irrevocable Power of Attorney in favour of the Builder/Developer authorizing them to construct the proposed commercial / apartment complex and to store materials and to construct shed for the labours and to submit plans, with the concerned authorities, and to do other things which are necessary for construction of the proposed commercial / residential complex. The Irrevocable power of attorney to be executed by land owner in favour of the developer will authorize the developer to enter into agreement or arrangement with prospective buyers for sale of their share of 60% and also to receive consideration due on them on the share of area allotted to the builder / developer or the 2nd party and also to admit execution of Sale Deed before appropriate registering authority.

(iii) The entire cost of registration of the Power of Attorney shall be borne by the Builder/ Developer.



Biswajit Panda

KHUSHI REALCON PVT. LTD.
Anildeep Thakur
Director

Santosh Kumar Nayak
Rohini Kumar Nayak

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- (iv) That the Land Owner shall subject to his consent at the request of the Developer, execute such other documents, papers memorandum and deeds in furtherance of these presents which the Builder/Developer may require from the Land Owner for smooth and expeditious construction of the proposed commercial / apartment complex, except deed of mortgage and gift. However the entire cost for execution of such other documents shall be borne by the Builder/Developer.
- (v) PROVIDED ALWAYS: that the Builder/Developer shall bear all cost and expenses for all such documents, letter, papers memorandum etc. shall deposit requisite fees and obtain refund of fees and appropriate the same without any way being answerable to the Owner for the same.
- (vi) That the Land Owner / 1st Party member hereby agrees that they shall not do anything in regard to the said premises, whereby the right of the Builder/Developer to undertake construction of the proposed commercial / apartment complex and to dispose of the Builders share is prejudicially effected and/or construction be delayed or disturbed in any manner of what-so-ever nature.
- (vii) That it is clearly understood by and between the Land Owner and the Builder/Developer that the Developer shall be entitled to assign the right of construction at the risk of the Builder/Developer entirely in respect of the proposed building on the said Land to any person the builder may so desire. However the Builder/Developer shall be solely responsible, liable and accountable for the action, conduct of such assignee and the Land Owner shall not be responsible/ accountable/ liable in any manner whatsoever for the same financially or otherwise.



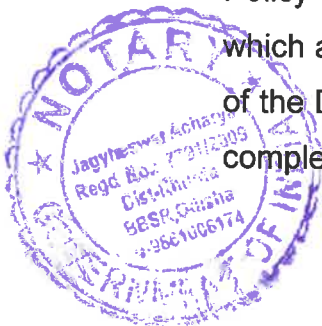
Biswajit Saha

KHUSHI REALCON PVT. LTD.
Bhaagesh Thakker
Director

Santosh Kumar Nali
Rajendra Kumar Me

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Jagyneshwar Acharya
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- (viii) The Builder/Developer hereby undertakes that they shall keep the Land Owner indemnified and keep him harmless against all third party claims arising out of any act or omission on the part of the Builder/Developer, their agents, assignee/ assignees, men or labours during the construction of the proposed commercial / apartment complex.
- (ix) That at the time of allocation of the Land Owner share (i.e. 40% of super built-up area along with amenities and parking place) the Land Owner will be allocated from all sides, all floor and all type and height proportionately as mutually agreed.
- (x) That it is mutually agreed by and between the parties that the Land Owner and developers will be allotted completed commercial space as per their respective/allotted shares of area and in case any excess area is left beyond the allotted share area, the Land Owner and the developer shall give 1st offer to the other party to buy the remaining area at a price **15% less than** the then prevailing market price and in case none of the party is interested then the Land Owner and the Developer shall jointly sell the remaining area and share the proceeds in proportion of their respective allotment percentage i.e.40:60.
- (xi) That in case of any natural calamities such as flood, heavy rain, cyclone, earth quake, etc. or any other unrest, any Government Policy measures, enactment of any law, order of the Court etc. for which any situation arises, so as to make the situation beyond control of the Developer to continue the construction work the time period for completion of the work shall be extended by that time period.



Biswajit Saha

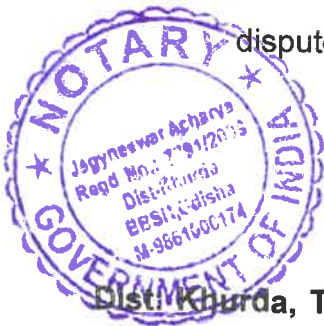
KHUSHI REALCON PVT. LTD.
Ajay Chakrabarti
Director

Santosh Kumar Singh
Rajendra Kumar Singh

Jagynneswar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
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Provided further that for any internal dispute between the Directors/ Partners and willful, deliberate and intentional negligence causing delay in taking up construction work of the building, beyond the above period the Developer shall be liable to pay a penalty amounting to the then prevailing rental value of the Land Owner share or Rs10/-(ten only)per sq.ft. per month.

- (xii) That the time period for completion of the project in all respect, is **48 (Forty Eight) months** from the date of Registration with ORERA and shall be extended for such time period in writing as may be mutually decided/agreed by the Owner and the Builder/Developer subject to the penalty clause being applicable as per clause 24 (xi) as mentioned above.
- (xiii) That if in future at any point of time anybody from the side of the **1st Party** raises any dispute by virtue of an order from the competent Court of Law only, causing loss to the **2nd Party**, and then the amount of loss shall be compensated through share of the **1st Party** to the **2nd Party**.
- (xiv) That in case of any dispute/violation of any of the terms and conditions mentioned herein both parties shall try to resolve the same amicably by themselves or through an arbitrator failing which the Court at Bhubaneswar alone shall have jurisdiction to adjudicate dispute, suit and proceeding arising out of this agreement.



SCHEDULE OF PROPERTY

Dist: Khurda, Tahasil – Bhubaneswar P.S.- Baliana, P.S No-5, Mouza – Pahala under the Jurisdiction of District Sub Registrar Khurda at

Biswajit Koush

KHUSHI REALCON PVT. LTD.
Jyotseep Thakur
Director

Santali Ku Nalki
Rab. & Khun Mlu

Jagyneshwar Acharya
Notary, Govt. Of India
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Regd. No.-7791/2009
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Bhubaneswar, Khata No. 352/101(Three Hundred and Fifty Two Over One hundred and One), Plot No – 124(One Hundred Twenty Four) area Ac 0.140 decimals (One Hundred Forty Decimals) and Khata No. 56/4(Fifty Six over Four), Plot No – 211/1746 (Two Hundred and Eleven over One thousand seven hundred forty six) area Ac 0.320 decimals (Three Hundred Twenty Decimals), total area of Two Khata Two Plots area Ac 0.460 decimals (Four Hundred and Sixty decimals) Kisam – Gharabari and Khata No. 56/4(Fifty Six over Four), Chaka No.150(one Hundred and Fifty), Plot No.211(Two Hundred and Eleven), Area Ac 0.010 decimals (Ten decimals) Chakabhukta.Total area Ac 0.470 decimals (Four hundred and seventy decimals).

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

WITNESSES

Executed in
Presence of Witness

1. Santosh Kr Rahu
Advocati.
Bhubaneswar

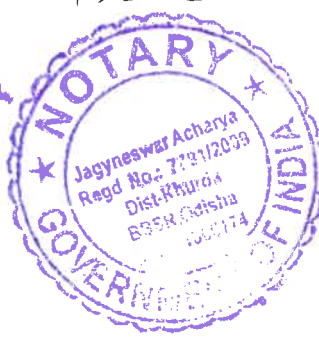
Briswajit Singh

Signature of the First Party
(Owner)

2. Rab-Dr khun Am
Nagararak,
Cuttack - 753002

KHUSHI REALCON PVT. LTD.
Gaakeep Thakker
Director
Signature of Second Party
(Builder/ Developer)

IDENTIFIED BY ME
ADVOCATE BBSR



Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurd
Regd. No.-7791/2009
Mob:- 9861006174

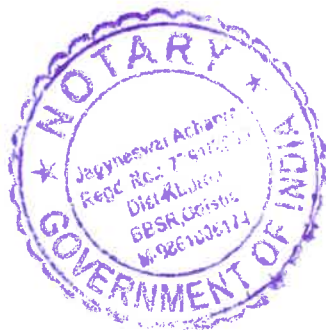
CERTIFICATE

Certified that the **Deed of Agreement** drafted and prepared by me as per instruction of the Parties of this deed and the contents of the deed is explained to the vendor and who being satisfied about the correctness of the same put their signature and seal in my presence and in presence of the witnesses.

S. Prakash
Advocate, BBSR
Advocate, Bhubaneswar

Biswanajit Saha

KHUSHI REALCON PVT. LTD.
Hardeep Thakur
Director



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Unique Identification Authority of India

Government of India

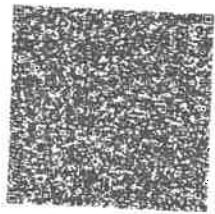
ନାମାଙ୍କନ କ୍ରମାଙ୍କ / Enrolment No.: 0143/20096/00483

Download Date: 22/08/2019

To
ବିସ୍ଵଜିତ ଶାହା
Biswajit Saha
C/O Late Bhagwan Ram
S/O-LATE BHAGWAN RAM
ANNAPURNA AGENCIES, GANESH GHAT
PS-PURIGHAT
PO-CHANDINICHOWK
Cuttack Sadar
Chandinchowk
Cuttack Odisha - 753002
9437021551

Generation Date: 25/04/2019

Signature valid



QR Code with Photograph

ଆପଣଙ୍କ ଆଧାର ସଂଖ୍ୟା / Your Aadhaar No. :

4640 2263 4240

VID : 9108 7750 6498 3360

ମୋ ଆଧାର, ମୋ ପରିଚୟ



ଭାରତ ସରକାର

Government of India

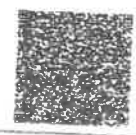


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Biswajit Saha
ମୃତ୍ୟୁ ତାରିଖ / DOB: 25/11/1960
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Biswajit Saha

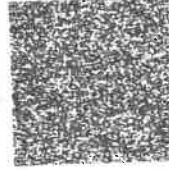
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ALAPS5275J



नाम / Name
BISWAJIT SAHA

पिता का नाम / Father's Name
BHAGAWAN RAM

जन्म की तारीख
Date of Birth
25/11/1960

हस्ताक्षर / Signature

08042019

Biswajit Saha

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KHUSHI REALCON PRIVATE LIMITED



15/06/2012

Permanent Account Number

AAECK8235G

06082013

KHUSHI REALCON PVT. LTD.

Deepak Thacker
Director