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Tapaswini Sahu

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Shambhupath Pali

Tapaswini Sahu

ADISHAGAN LIFESTYLES PROPERTIES PVT.LTD.

Shambhupath Pali
DIRECTOR 18.8.21

AGREEMENT FOR DEVELOPMENT OF PROPERTY

THIS MEMORANDUM OF AGREEMENT FOR DEVELOPMENT OF PROPERTY executed on this the 15th day of August, 2021 (two thousand twenty one), at Bhubaneswar.

BETWEEN

Mrs. TAPASWINI SAHU, aged about 59 years, W/o. Mr. Tushar Kanti Sahu, by caste - Kayasth, by profession - Working Professional, resident of Paramananda Niladri Vihar, Cuttack - 753004,

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Tushar Kanti Sahu

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P.O.- Chauliganj, P.S. – Chauliganj, District – Cuttack (Odisha), presently residing at Flat No.2236, C-2, Vasant Kunj, New Delhi-110070, having PAN – ASHPS2437A, Aadhaar No.9557 0108 6537 (hereinafter called the “Landowner”), which expression shall unless repugnant to the subject or context shall mean and include her legal heirs, successors, legal representatives, executors, administrators and assigns of the FIRST PART.

AND

M/S. ADISMARAN LIFESTYLES PROPERTIES PVT.LTD., a Company incorporated under the Companies Act, 2013, having its registered office at Flat No.201, Gopal Residency, K-2, BJB Nagar, P.O. – BJB Nagar, Bhubaneswar-751014, P.S. – Badagada, District – Khurda (Odisha), having PAN – ~~AVCA3409M~~ represented by its Director SRI SHAMBHUNATH PATI, aged about 51 years, S/o. Sri Sarat Chandra Pati, by caste – Brahmin, by profession – Business, Aadhaar No.2444 8553 0968, Mobile No.9937199010 (hereinafter called the “Builder/Developer”), which expression shall mean and include its Directors, successors in office, executors, administrators and assigns of the SECOND PART.

WHEREAS, the property mentioned in the schedule below, was in the name of Mrs. Nalini Sharma as per Record of Rights finally published in the year 1988-89 settlement operation and the said Mrs. Nalini Sharma sold the said property to the 1st party hereto, in two Regd. Sale Deeds, vide Regd. Sale Deed Serial No.5049 and Deed No.4344, dated 03.11.1998 and Sale Deed Serial No.5050 and Deed No.4345, dated 03.11.1998 both the deeds are registered in the office of Sub-Registrar, Khandagiri, Bhubaneswar and the 1st party has got the said property mutated/recorded in her name in the Govt. Records (Tahasildar, Bhubaneswar) vide Mutation Case No.813/2000 extracting from Khata No.611/163 and obtained “PATTAs” (Record of Rights) thereof and the 1st party is in peaceful possession over the same without any dispute.

AND WHEREAS, the 1st party has been paying land revenue (rent) to the Govt. of Odisha through the Tahasildar, Bhubaneswar and obtained receipts thereof.

AND WHEREAS, the Landowner have been nourishing with the desire to develop/construct a Residential Apartment Building over the scheduled

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Shambhunath Pati
DIRECTOR

Sapani Sahu
Shambhunath Pati

property in accordance with the plan to be sanctioned/approved by the Bhubaneswar Municipal Corporation and accordingly a scheme has been framed by the Landowner. But, since the Landowner has neither technical expertise nor financial resources, they have given offer to the Builder/Developer of the Second Part, who is engaged in developing building comprising of independent units. After negotiation, the Builder/Developer has agreed to develop the building entirely at their cost with the terms and conditions mutually agreed upon by and between the parties. In order to avoid any future complication, the terms so agreed upon are reduced to writing and enumerated in this agreement as under:-

- A. By virtue of the recitals herein contained the Landowner are competent and absolutely seized and possessed of all that piece and parcel of compact land described in the schedule given hereinafter and the Landowner have valid right, title and possession over the said land and except Landowner, no other person has any semblance of interest over the said land.
- B. The Builder/developer shall construct and erect the said Building over the said property strictly in accordance with the aforesaid plan to be sanctioned/approved by the Bhubaneswar Municipal Corporation, and shall deal with various portions of the said building on the terms and conditions hereinafter contained.
- C. The Builder/Developer shall construct the building according to the approved building plan and permission accorded and shall not construct any illegal or unauthorized area or unit or units and if they do so it would be entirely at their cost and risk and the Landowner shall not be held liable for the constructions made beyond the approved plan. The responsibility with regards to the quality and standard of construction of the aforesaid Residential Apartment Building would be exclusively, that of the Builder/Developer, but it shall not below standard specification as specified by B.I.S.

NOW THIS AGREEMENT WITNESSTH and it is hereby agreed by and between the parties hereto as follows:-

DEFINITION

Unless in these presents there is something is in the subject or context inconsistent there with:

Jaganmouli Sahu.
ADISHARAN LIFESTYLES PROPERTIES PVT. LTD.
Shambhuresh Pahi
DIRECTOR

Jaganmouli Sahu
Shambhuresh Pahi
DIRECTOR

1. **'Property'** shall mean the entire land as described in the schedule appended hereto.
2. **'Building'** shall mean the building to be constructed/erected over the said property as per the sanction/approved plan by Bhubaneswar Municipal Corporation.
3. **'Landowner'** shall mean TAPASWINI SAHU, described in the First Part which also include her respective legal heirs, successors, assigns, representatives etc.
4. **'Builder/Developer'** shall mean M/S. ADISMARAN LIFESTYLES PROPERTIES PRIVATE LIMITED, described in the Second Part which also includes its Directors, successors in office, executors, administrators and assigns.
5. **'Common Facilities'** shall mean and include corridors, common passage, staircase-cum-landings, equipments and accessories provided in the building, lift, generator, motor pumps, electrical installations etc. and other facilities required whatsoever for maintenance and/or management of the said building and enjoyment of various portions of the said building.
6. **'Building Plan'** shall mean the plan to be sanctioned and approved by Bhubaneswar Municipal Corporation and/or such other revised plan or plans with such modification or alteration which may be made thereto from time to time with the approval of competent authority/authorities for the purpose of constructing the building(s).
7. **'Units'** shall mean a portion of the floor space comprising of the Residential Apartment Building capable of being exclusively occupied and enjoyed.
8. **'Proposed Building/Project'** shall mean and include the Residential Apartment Building(s) to be constructed and the land appurtenant thereto and all passages, the parking space, amenities provided thereto etc.

Tapani Sahu

ADISMARAN LIFESTYLES PROPERTIES PVT. LTD.
Shambhushankar Sahu
DIRECTOR

Shambhushankar Sahu
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COMMENCEMENT:

This Agreement shall commence on and from the ---- day of August, 2021 (two thousand twenty one).

VALIDITY:

THAT, the said agreement shall remain valid till the Project is fully completed and the Builder/Developer (Second Party) share is fully sold out and possession of various units is handed over to respective customers by the Builder/Developer (Second Party) or within five years whichever is earlier from the date of approval of the competent authority and that the Irrevocable General Power Attorney (IGPA) to be executed by the 1st party member either before or after obtaining the approved building plan and the agreement and the Irrevocable General Power Attorney (IGPA) shall not be cancelled under any circumstance by the First Party member or its nominees assigns/heirs till all formalities as per the stipulations of the agreement is completed in all respect.

CONSTRUCTION :

1. That, the Builder/Developer agree to develop the said property at their own risk, cost and expenses and with their own resources after they obtain the requisite permission, sanction and approvals from authorities concerned and thereafter to construct thereon the said Building. The Landowner agrees, in accordance with this Agreement, to place at the complete disposal of the Builder/Developer, the physical and actual vacant possession of the said property and to irrevocably vest upon the Builder/Developer the unfettered right to prepare and submit building plans before the authorities and obtain requisite permission, sanction and approvals for developments, construction and completion of the said Residential Apartment Building with the signing of this Agreement.
2. It shall be the responsibility of the Builder/Developer to submit, pursue and follow-up to obtain all such required permission(s) as per the statutory law prevailing.
 - a. All expenses/charges incurred in respect of approval/sanction or modification and/or alteration of the sanctioned plan and for any revised plan to be submitted for approval/sanction shall be on account of Builder/Developer.

Haparni Sahu.
 ADISHRANI LIFESTYLES PROPERTIES PVT. LTD.
 Shambhushath Patil
 DIRECTOR

Haparni Sahu.
 Shambhushath Patil
 Director

- b. The Builder/Developer shall forthwith on obtaining all such required permissions from concerned Development Authority, start construction upon the said property in a substantial and workman like manner in accordance with the plans, specification and elevations as sanctioned/approved by the Bhubaneswar Municipal Corporation including any amendment, modification or variation or alteration to the said plans and specification which may be made by the Builder/Developer. The said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the Builder/Developer and/or their agents.
- c. The Builder/Developer shall comply with the requirements and requisition of the B.M.C., and/or other local authorities as the case may be relating to the construction of the said building on the said property and shall obtain necessary approval from the authorities concerned as and when required.
1. 3. The Builder/Developer shall make their best endeavors to complete/finish the said building in all respects so as to befit for occupation/habitation within 60 (sixty) months from the date of approval from the ORERA authority, unless prevented by reasons beyond the control of the Builder/Developer, including force majeure conditions, acts of God, any notice or notification of the Government and/or restraint order issued by any Court or Public Authority for stoppage of construction work etc. The Developers/Builders must try to start and complete the construction work as per the stipulated time of RERA. If no construction activities start within 5 years after getting RERA approval the land owner may reconsider the development right at her option.

LANDOWNER' OBLIGATIONS:

The Landowner hereby agrees and covenant with the Builder/Developer as follows:-

1. Not to cause any interference or hindrance in the construction of the said Residential Apartment Building over the said land unless the Builder/Developer act in a manner violating (a) the terms of this Agreement, (b) the sanctioned/approved plan of the concerned BMC Authority and (c) the building standard specified by B.I.S.

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 Shambhusath Pali
 DIRECTOR

Hapani Sahu
 Shambhusath Pali
 Director

a. The Landowner hereby handover the vacant physical possession with demarcation of the said property to the Builder/Developer in a sketch map. The delivery of vacant physical possession is handed over to the Builder/Developer in a separate sheet and the Builder/Developer took over physical possession from the Landowner, which shall form a part of this Agreement.

b. If, the Landowner needs any extra modifications within his allocated share, then he shall inform the Builder/Developer about the same prior to brick work and the cost of such modifications shall be borne by the Landowner.

2. Not to prevent the Builder/Developer from negotiating with intending purchasers of flats/units for assigning, disposing or letting out any portion of the building except 45% of the total carpet area/built-up area/super built up area/parking space more-fully specified as allocation of the Landowner.
3. Not to enter into any agreement or transfer, convey or assign or encumber or deal with the said land or any portion thereof with any Third Party and shall duly convey and transfer the proportionate impartible undivided share i.e. 55% in the land to the Builder/Developer or its nominees any time after substantial progress of construction.
4. The Landowner gives license and express permission to the Builder/Developer for entering upon the said property having absolute authority henceforth and also competency to commence, carry on and complete the development of the land in accordance with the permission granted. The said license to develop the property is personal and is not assignable without the consent of the Landowner.
5. The Landowner shall at the request and cost of the Builder/Developer sign and execute papers, documents, applications for approval of the building plans from any authorities or departments.
6. The Landowner shall execute the sale conveyances of flats/units if required in favour of the intending purchaser/nominees of the builder/developer share in the proposed Residential Apartment Building at the advice of the Builder/Developer, transferring proportionate

Yasaswini Sahu.
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Shambhushankar Pali
DIRECTOR

Shubham Kantil Sahu
Jain

impartible undivided share in the said land to the concerned occupier without demanding any more money.

7. The Landowner declare that, he is entitled to enter into this agreement with the Builder/Developer and that he has not agreed, committed, contracted or entered into any agreement with any other person in respect of the property and that he has not created any mortgage, charge or encumbrance on the said property nor has done any act, deed or thing by reasons whereof, the development of the said property may be affected in any manner.
8. That the Landowner will hand over the original land documents, ROR and all the original documents relating to the below mentioned scheduled property to the builder/developer (Second Party) at the time of execution of this agreement.
9. That the Landowner may choose to either sell or lease out her respective share in the proposed complex or use a part of it for her own Residential use after the completion of the building. However, she will be bound by the rules of the Apartment Owner's Association (AOA) guidelines that will be applicable after the formation of the Apartment Owner's Association (AOA) for this project.
10. The Landowner further undertakes not to raise any complaint or objection in case the Builder/Developer contacted other adjacent plot owners for jointly entering into this complex/project.

BUILDER /DEVELOPER'S OBLIGATION :

1. The project work shall be commenced with effect from the date of signing and execution of this agreement and construction from the date of the approval of the Building Plan by the Bhubaneswar Municipal Corporation.
2. To complete/finish the construction and erections of the said building within 60 (Sixty) months from the date of approval of the ORERA authority.
3. That if the construction of the proposed building shall be delayed by any order/clearance to be obtained from any local authority, in that

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Shambhu Prasad Sahu
DIRECTOR

Jaganmouli Sahu
Shambhu Prasad Sahu
Jaganmouli Sahu

event the owner (the First Party member) shall not claim any damage or compensation from the builder/developer (second party) in any way.

4. The builder/developer (Second Party) to mortgage the total project land, including the Owner's Land and/or the carpet areas/built-up areas/super built up areas/parking spaces for raising project development and construction finances with prior permission of the Land Owner (First Party) however before completion of the Project, the Developer shall liquidate the loan amount to the bank / financial institutions/individuals. In case the Builder/Developer (Second Part) fails to liquidate any loan, the Land Owner shall not be liable for the same in any manner.
5. Not to violate or contravene any statutory provisions, rules, regulations etc. applicable for construction of the said building.
6. Any labour or workmen engaged for the construction of the building by the Builder/Developer will be the employee of the Builder/Developer. The Landowner shall have no relationship of employers with the aforesaid employees and any amount that may be awarded under any agreement, labour dispute or proceeding under Workmen's Compensation Act or damage are the sole responsibility/liabilities of the Builder/Developer and the Landowner shall not incur any liability, responsibilities for the same.

CONSIDERATION :

1. That, the parties hereto above shall share the total carpet areas/built-up areas/super built up areas/parking spaces in the said Residential Apartment Building proportionate to their shares in the ratio of 45% of the carpet areas/built-up areas/super built up areas/parking spaces shall be of the Landowner over the base FAR permitted by the BMC, Bhubaneswar and the remaining carpet areas/built-up areas/super built up areas/parking spaces shall be of the Builder/Developer. The areas proportionate to their shares in respect of the floor space/parking space of the entire Residential Apartment Building to be built on the said plot shall be allotted / assigned in the ratio i.e. 45% of the Landowner over the base FAR permitted by the BMC, Bhubaneswar and the rest of the Residential Apartment Building towards the Builder/Developer in orderly manner. This allotment or assignment of the respective shares

Yepansini Sahu

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Shambhusmita Sahu
DIRECTOR

Yepansini Sahu
Shambhusmita Sahu
DIRECTOR

shall be specified through a Share Allocation Agreement to be executed between both the parties.

2. It is understood that the super built-up area shall form the part of outer to outer measurements of the unit/units and including the proportionate share of the common areas of the tower Corridors, lifts, machine rooms, staircase, common stores, service rooms, entrance lobby, architectural projections, common parking spaces and elements etc.
3. That the share of the Landowner will be clearly outlined in terms of Flat nos, Floor nos., Block name and carpet areas/built up areas/super built-up areas, Parking nos. after receiving the final approval from the concerned authorities and before the commencement of construction of the proposed Residential Apartment Building in the above said share allocation agreement.
4. The parties hereto i.e. the Builder/Developer and the Landowner hereby mutually agree that in order to and for the purpose and in the process of proportionating the carpet areas/built-up areas/super built up areas/parking spaces in the allocated shares 55% of the Builder/Developer and 45% of the Landowner over base FAR amongst themselves. If the portion of such the carpet areas/built-up areas/super built up areas/parking spaces falling in the share of either of the parties is less than the agreed percentage of such party, then the concerned party shall be compensated by the other party so as to make the share at par with their respective percentage of the carpet areas/built-up areas/super built up areas/parking spaces @ of market value or as may be mutually agreed upon at the time of distribution of shares between the parties. It shall, however, be open to the parties to arrive at such other manner mode of computation of the compensation payable in such situation by mutual agreement.
5. That the Landowner and Builder/Developer have agreed not to claim any specific demarcation of the land and agreed that said land to be given for development shall remain indivisible and inseparable at all times and the persons holding any interest in the same shall always hold it in Undivided share and only constructed area shall be shared.
6. That it is hereby agreed by the Landowner that the Builder/Developer (Second party) shall have the absolute right to finalize, settle and

Shamini Selva
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Shamini Selva
DIRECTOR

Shamini Selva
Shamini Selva
Shamini Selva

negotiate the terms of the, the carpet areas/built-up areas/super built up areas/parking spaces /units except Landowner share (First party) of the proposed Project, at such rate and price as the Builder/Developer (second party) think proper.

7. That, the Builder/Developer and the Landowner shall enter into agreement to dispose of the saleable carpet areas/built-up areas/super built up areas/parking spaces coming under their respective shares as agreed to under this agreement at an agreed common rate at any specific point of time. The parties ensure that at no point of time any one of them will agree to sell any area/ parking space out of their respective shares at any rate different from the rate mutually agreed upon.
8. That, the Builder/Developer shall be liable to assign and the Landowner shall be entitled to get 45% over the base FAR permitted by BMC, Bhubaneswar of the total carpet areas/built-up areas/super built up areas/parking spaces from & out of the total constructed carpet areas/built-up areas/super built up areas/parking spaces and the Landowner shall be confirmed by the Builder/Developer after Approval of the Building Plan. The balance carpet areas/built-up areas/super built up areas/parking spaces in the Residential Apartment Building is specified as the allocation of the Builder/Developer.
9. That, in consideration of the terms hereby agreed upon the Landowner convey, assign and absolutely vest upon the Builder/Developer the right of development/construction on the said property and also their rights to enter into agreement to sell, transfer and assign 55% of the total constructed space/ carpet areas/built-up areas/super built up areas/parking spaces in the said building together with proportionate interest in the land.
10. The Builder/Developer shall have the right to enter into agreement with intending owners of units to sell, transfer, charges, assign and let-out 55% of the total constructed carpet areas/built-up areas/super built up areas/parking spaces except the, Landowner entitlement of flats/ parking space and the Landowner shall not raise any objection to such agreement to transfer, assignment or disposition.
11. The Landowner hereby agreed to execute necessary deeds of conveyance directly in favour of the intending purchasers as per the

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Shambhuresh Pathi
DIRECTOR

Yashwanth Sahu
J. S. Sahu

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advice of the Builder/Developer. However all liabilities including costs, charges and expenses in respect thereof shall be paid and discharged by the Builder/Developer or the intending purchaser.

12. The Builder/Developer shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the Landowner will not have any objection for the same.
13. That, the Builder/Developer shall have the right to receive from the intending flat owners any earnest money and/or booking amount and also the balance cost of the unit and to grant receipt(s) and execute such receipts as may be deemed necessary. The Landowner hereby agree to ratify and confirm all acts, the Builder/Developer shall lawfully do and to execute and perform or cause to be executed and performed all such act or deeds in connection with the transfer of proportionate impartible share in the land and/or units in the said proposed building by virtue of this agreement on receipt of consideration amount/construction cost.
14. The Landowner hereby agree to execute and sign necessary documents, letters, power of attorneys, which may be required for carrying out the construction of the proposed building and to render all help and assistance to the Builder/Developer to facilitate the construction of the proposed building on the said plot of land in accordance with the terms of the agreement.
15. That, the Landowner shall remain liable to encumbrance, if any, in respect of the said land up to the date of this agreement, the Builder/Developer shall remain liable for all encumbrances/ liabilities created after this date, in relation to the land or proposed construction.
16. That, the Landowner and the Builder/Developer shall have the right to sue for specific performance of this contract/agreement or any other supplementary contract which may be executed for non-compliance of any term and the suing party shall also have a right to recover cost and damages if any.
17. That in case of non-compliance of terms and conditions of this agreement and supplementary agreement both parties have a right to recover cost and damage if any.

Yapansuri Sahn
ADISARAN LIFESTYLES PROPERTIES PVT. LTD.
Shambhushankh Pahi
DIRECTOR

Shubhan Kantil Sahn
Jasraj

18. That the Landowner authorize the Builder/Developer (Second party) or their nominee/ nominees as its attorney / attorneys by executing documents duly registered for submitting and pursuing application to various authorities for requisite permissions, approvals, sanctions of the building plans etc. in connection with the development / construction and completion of the proposed Project. All costs in this respect shall be borne by the Builder/Developer.

19. That, if the Builder/Developer desire to make any alteration, changes, deviation during the course of construction beyond the sanctioned plan become necessary, desirable or advisable, the said alternation/ change may be made in conformity after obtaining modified plan approved from Bhubaneswar Municipal Corporation and that as a consequence of such alteration/ changes if any, compounding fees is levied by the Bhubaneswar Municipal Corporation, the said liability shall be borne by the Builder / Developer.

20. That the Landowner undertakes to irrevocable constitute the Builder/Developer as their Attorney holder by executing an irrevocable General Power of Attorney either after or before obtaining approved building plan from BMC, Bhubaneswar, duly registered for completing the exercise and effectuating the object in connection with the Development/Construction and completion of the said Building. The said Irrevocable General Power of Attorney shall be treated as part and parcel of this Development Agreement. However, the Builder/Developer undertake in their capacity not to do or cause to be done any act, commission or thing which may, in any manner, flout, contravene and contrived any law, rules, regulation etc. or which may amount to misuse of any authority or right hereby conveyed or breach of provisions of law. In case of non-performance or non-observance of such law, rule, regulation or condition of this agreement, the entire liability in that behalf shall be incurred or discharged by the Builder/Developer and further more the Builder/Developer undertake to keep the Landowner entirely harmless and indemnified against all claims or demands resulting from the aforesaid non-performance and non-observance.

21. The above said Irrevocable General Power of Attorney shall always be treated and construed as part and parcel of the said Development Agreement and it shall be valid till completion of the Building and shall remain in force until the Builder/Developer transfer her share out of the total carpet areas/built-up areas/super built up areas/parking spaces of the said Residential Apartment Building to be constructed along with proportionate impartible undivided share in the Land to the prospective purchasers.

Haparnabi Sahu
ADISHARAN LIFESTYLES PROPERTIES PVT. LTD.
Shambhusath Patra
DIRECTOR

Hishon Kanti Sahu
Jayant Patra

22. That, in case the said property or any part thereof now declared or represent to be belonging to the Landowner is found to be non-existent on account of defective title of the Landowner or any other person claiming title paramount to the Landowner, the Landowner shall be liable for all the damages, losses and cost sustained by the Builder/Developer. Accordingly the Landowner agree and undertake to keep the Builder/Developer and/or their nominee(s) harmless, indemnified against all claims and expenses which the Builder/Developer and/or their nominee(s) may be made liable to pay or suffer in case their right and title is questioned.

MISCELLANEOUS :

- 1) The name of the said Building shall be "ADITYA ASHRAY".
- 2) That after execution of this agreement the Builder/Developer will construct boundary wall, pump house, overhead tank, store rooms, office room, and take all developmental works in the schedule property like filling of land, electric connection to the said land and shall obtain permission for such installation from the concerned authority wherever necessary.
- 3) That both the parties to this agreement agreed that the expenditures to be incurred towards security deposit for electric connection to the individual flats/units, ~~installation of electric meter for individual flats/units~~ or any other common amenities/facilities provided for the project and towards maintenance charges up to the formation of Apartment Owner's Association shall be borne by the landowner and the Builder/Developer proportionately as per their respective share ratio.
- 4) That the GST or any other taxes, Charges, Cess, Fees, etc. levied by the Govt. authorities for the service rendered by the Builder/Developer to the Landowner during execution of the project or in future, then the Landowner shall borne the same against her 45% allocation of share.
- 5) That, the 1st party has received a sum of Rs.2,00,000/- (Rupees two lakhs) only from the builder/developer as adjustable security deposit, the receipt of which the 1st party has acknowledged and hereby admits and the said deposit with be adjusted/refunded by the 1st party at the time of delivery of possession of owner's share.
- 6) That in the case if both the parties desires to get extra FAR beyond the base FAR, for that the Landowner shall submit TDR (Transferable Development Right) certificate or purchase the extra FAR from BMC, Bhubaneswar and the cost for the purchasable FAR to be borne by the Landowner. The construction of the extra FAR area to be done by the

Jaganmuni Sahu
ADISHARAN LIFESTYLES PROPERTIES PVT.LTD.
Shambhusan Rath Partner
DIRECTOR

Wahid Karim Sahu
Jaganmuni Sahu

Builder/Developer at his own cost and the said extra FAR built up area will be shared by both the parties as per their respective share ratio.

- 7) That, the shelter fees for EWS to be deposited in BMC, Bhubaneswar at the time of sanction of the plan shall be borne by the Builder/Developer (Second Part).

ARBITRATION :

In case of any dispute of difference arising between the parties during the progress of construction or after completion thereof or abandonment of the work as to the construction of any covenant spelt-out under this agreement or any clause thereof or relating either the said building work or arising out of this agreement or any other supplementary agreement, disputes relating to entitlements of the parties, shall be referred to Arbitrator, appointed by mutual consent of both the parties, failing which the parties may take the shelter of proper court of law for reference to an Arbitrator as per the procedures laid down in Arbitration and Conciliation Act, 1996 as amended up-to-date or any statutory enactment or modification there under and the decision rendered by the said Arbitrator shall be final and binding on the parties.

JURISDICTION :

All accounts between the parties hereto shall be settled at the Landowner place and/or at any other place, as may be mutually agreed upon. The courts at Bhubaneswar only have jurisdiction to entertain the disputes and difference between the parties.

SCHEDULE OF LAND

District – Khurda, P.S. – New Capital, Hal P.S. – Chandrasekharpur, P.S. No.23, Tahasil – Bhubaneswar, under the Jurisdiction of Sub-Registrar, Khandagiri, Bhubaneswar. Mouza – BHUBANESWAR SAHAR, UNIT NO.41, CHANDRASEKHARPUR, Khata No.611/163 (six hundred eleven / one hundred sixty three) corresponding to Mutation Khata No.611/1272 (six hundred eleven / one thousand two hundred seventy two), Sthitiban, Plot No.665/2190 (six hundred sixty five / two thousand one hundred ninety), Kisam – Gharabari-2, area Ac.0.453 (four hundred fifty three) decimals, full plot. Rent Rs.198.19 paisa.

Yasovini Sahu
ANISHMAN LIFESTYLES PROPERTIES PVT.LTD.
Shambhupath Sahu
DIRECTOR

Hishor kanti Sahu
I am [Signature]

BOUNDED BY :-

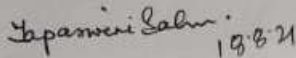
North - Revenue Plot No.688
South - 30' wide Road
East - Part of Revenue Plot No.665
West - Part of Revenue Plot No.665

IN WITNESSES WHEREOF, the parties have hereunto put, set and subscribe their respective hands and seal on the date, month and year first above written.

WITNESSES:

1. 

Indhar Kanti Sahu.
5/0 Satchikaranda Sahoo
Flat 2236, C-2,
Vasant Kunj,
New Delhi - 110070


18.8.21

Signatures of the Landowner

~~ADISARAN LIFESTYLES PROPERTIES PVT. LTD.~~

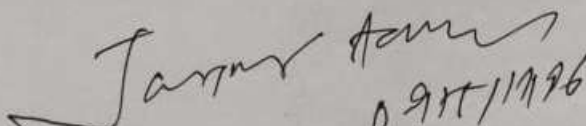
~~Shambhunath Pali~~
18.8.21

~~DIRECTOR~~

2. 
C/M V. 21/2

Signature of the Builder/ Developer

Certified that, this Agreement is drafted and typed by me as per the direction and dictation of the Executants and after understanding fully the contents of this deed, they put their respective signatures in presence of the witnesses.


09/11/1996
Advocate, Bhubaneswar