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DSR, BOLANGIR

BOLANGIR



Rs. ≈ 0001000 ≈ -5.6.2020

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ODISHA

LICENSE NO : BLGFRA001

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Officer In-charge  
Franking Machine  
Dist. Sub-Registrar Office, Balangir



05/6/2020  
Registering Officer  
BALANGIR

fees paid  
A(1) 400-00  
A(15) 385-00  
RS 785-00



Rajendra Kumar Sahoo  
07-5-6-20  
Photo, Signature and LTI of

Suresh Kumar Sahoo  
07-5-6-20  
Photo, Signature and LTI of

Presenter - cum - First party  
Adhar no - 9031 4626 1852  
Pan no - AHWPS4160L  
Mobile - 94371 50400

Presenter - cum - First party  
Adhar no - 2747 5140 7485  
Pan no - AQFPS4707B  
Mobile - 94379 05877

**MEMORANDUM OF AGREEMENT**

Bilateral collaboration agreement for commercial exploitation of the land by construction of a multi-storied building comprising independent units/flats having the character of a joint venture scheme.

**BETWEEN**

- Rajendra Kumar Sahoo**, aged about 64 years S/o. Late Gopal Krushna Sahu, resident of Kansaripada, Balangir -767001, Odisha by Caste: Gudia. Adhaar no - 9031 4626 1852, PAN no - AHWPS4160L, Mobile no - 9437150400

Rajendra Kumar Sahoo 07-5-6-20  
Suresh Kumar Sahoo 07-5-6-20  
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Narendras Kumar Sahoo  
07-5-6-20

For S.S. Green Infradevelopers LLP  
Anil Kumar Jaiswal  
(Partner)

Suresh Kumar Sahoo  
05/06/2020

5032-7711233 DT 5/6/2020

Rs 1000/-  
Rupees One thousand only

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Rs 1000/-  
Rupee One thousand only

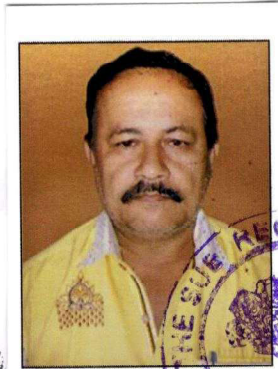
5/6/2020

REGISTERING OFFICE  
BALANGIR

Amil Kumar Agrawal



5/6/2020  
Registering Office  
BALANGIR



Surendra Kumar Sahoo

07-5-6-20

Narendra Kumar Sahoo

07-5-6-20

Photo, Signature and LTI of

Photo, Signature and LTI of

Presenter – cum – First party

Presenter – cum – First party

Adhar no – 3074 5849 9937

Adhar no – 4787 6233 6941

Pan no – AHWPS4160L

Pan no – AHZPS1783L

Mobile – 9438530960

Mobile – 94383 55555

2. **Debendra Kumar Sahoo**, aged about 59 years S/o. Late Gopal Krushna Sahu, resident of Kansaripada, Balangir- 767001, Odisha by Caste: Gudia. Adhaar no – 2747 5140 7485, PAN no – AQFPS4707B  
Mobile no- 9437905877.
3. **Surendra Kumar Sahoo**, aged about 56 years S/o. Late Gopal Krushna Sahu, resident of Kansaripada, Balangir -767001, Odisha by Caste: Gudia. Adhaar no – 3074 5849 9937, PAN no – AQFPS4706A  
Mobile no- 9438530960
4. **Narendra Kumar Sahoo**, aged about 54 years S/o. Late Gopal Krushna Sahu, resident of Kansaripada, Balangir -767001, Odisha by Caste: Gudia. Adhaar no – 4787 6233 6941, PAN no – AHZPS1783L  
Mobile no- 9438355555.
5. **Soumendra Kumar Sahoo**, aged about 50 years S/o. Late Gopal Krushna Sahu, resident of Kansaripada, Balangir- 767001, Odisha by Caste: Gudia. Adhaar no – 4952 2837 8848, PAN no – BEXPS9488C,  
Mobile no- 9583851555.

Surendra Kumar Sahoo  
07-5-6-20  
Narendra Kumar Sahoo  
07-5-6-20

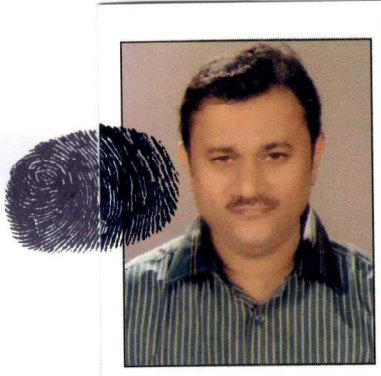
Narendra Kumar Sahoo  
07-5-6-20

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Soumendra Kumar Sahoo.  
05/06/2020.

For S.S. Green Infradevelopers LLP  
Anil Kumar  
(Partner)





Saemendra Kumar Sahas.

Photo, Signature and LTI of  
Presenter – cum – First party  
Adhar no – 4952 2837 8848  
Pan no – BEXPS9488C  
Mobile – 95838 51555



Anil Kumar Agrawal

Photo, Signature and LTI of  
Presenter – cum - Second Part  
Adhar no – 8492 5542 3704  
Pan no – ADZFS9414Q  
Mobile – 94370 55752

(hereinafter referred to and called as the "Land owners/First Party") which expression unless repugnant to the subject or context shall mean and include their legal heirs, successors, executors, administrators and assigns of the First Part.

AND

**S.S. GREEN INFRADEVELOPERS LLP** is a limited liability partnership incorporated under the LLP Act -2008, having LLP ID No- AAQ-3799 and PAN-ADZFS9414Q its Office at Shop No L-1, Sri Gajanand Complex, Mohanty Pada, Bargarh represented by its partner **ANIL KUMAR AGRAWAL** aged about 40 years son of Late Gajanand Agrawal, by Caste: Bania & by Profession: Builder (hereinafter referred to as the "builder/Developer/Second Party") which expression unless repugnant to the subject or context shall mean and include its Directors / Partners / Successor / executors / administrator and assigns of the Second Part.

AND WHEREAS the first party declare that the land in question stands recorded in their names as per mutation ROR issued

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Anil Kumar Agrawal  
(Partner)



by concerned Tahasildar vide Mutation Case No.8/1380/2015 by correcting the Prajakhana of ROR under Khata No.159. And in the year 2019 the first party had initiated proceeding under section 8(A) of OLR Act for change of classification of land from agricultural to homestead. In appropriate proceeding u/s 8(A) of OLR Act the first party have deposited necessary conversion premium fees before concerned authority vide its receipt No.AAM 7198529 dated 13/12/2019 in OLR 8(A) Case No.726/2019. Since the date of deposit of necessary premium the classification of land has been changed into homestead and since then the first party is in peaceful possession over the schedule property having every right, title, interest thereover and exercise various act of ownership over the same.

AND WHEREAS the 2<sup>nd</sup> party is a Builder by profession and going on constructing various types of building and after completing construction of building selling the same to, different buyers. When the 2<sup>nd</sup> party noticed that a patch of land of aforesaid description owned by 1<sup>st</sup> party is laying vacant but its major portion is fit for construction of residential building, flats, apartment, it nourished a desire to acquire that patch of land and to undertake construction of aforesaid categories of house and made contact with the 1<sup>st</sup> party and put forth the proposal before 1<sup>st</sup> party to allow the 2<sup>nd</sup> party to undertake construction of Apartment/Flat house thereon inside the said land including other structures such as temple, shop rooms garage house etc. However both the parties sat together, discussed, lastly it was decided that the 1<sup>st</sup> party shall only spare the schedule land but nothing and the 2<sup>nd</sup> party shall bear the entire cost of development of land including cost of the construction etc. and towards 1<sup>st</sup> party owners share the 2<sup>nd</sup> party shall give 33% percentage of the total constructed area in the said apartment on the said land and it was lastly decided that the contract made by the 1<sup>st</sup> party with 2<sup>nd</sup> party so also the contract made by the 2<sup>nd</sup> party with the 1<sup>st</sup> party shall be reduced into written and the name be termed Bilateral collaboration, registered agreement for commercial exploitation of land for construction of multi storied building comprising independent unit/flats having the character of joint venture scheme with suitable terms and condition having clear

Rajendra Kumar Sahoo  
Abendra Kumar Sahoo  
Suresh Kumar Sahoo  
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For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal

(Partner)

definition of various facts and matter involved in the transaction scheduled to be done on future date as per contract arrived at amongst the parties.

AND WHEREAS as the 2<sup>nd</sup> party of this document as soon as oral consent of 1<sup>st</sup> party with the help its own architect, the said party before preparation of this document prepared a proposed layout plan and placed the said plan before the 1<sup>st</sup> party for their inspection and approval and the 1<sup>st</sup> party after perusing the said plan satisfied and approved it and consented and agreed that if the 2<sup>nd</sup> party shall raise construction of apartment over an area Ac. 1.001 dec ( One Acre point zero zero one decimal ) of schedule property they shall have no objection for the same. The area over which Apartment is to be constructed specifically depicted in schedule-1 of this agreement. Apart from construction of Apartment the 2<sup>nd</sup> party as per the layout plan approved by town planning shall retain area for common road purpose, shop rooms, temple, park and other common required purpose. 1<sup>st</sup> party is to remain as absolute owner of said land having liberty to use and enjoy the said land as per their own choice as absolute owners of said patches of land. The 2<sup>nd</sup> party hereby permitted to undertake construction over schedule property in accordance with the composite comprehensive building plans to be approved and sanctioned by the local development Authority, The 2<sup>nd</sup> party as per proposal of the 1<sup>st</sup> party hereby made the contract with the 1<sup>st</sup> party that it shall construct and execute the proposed multi storied building at it own cost in accordance with the building plan to be approved and sanctioned by local development authority. Pursuant to this several other terms and conditions have been mutually agreed upon by and between the parties. However to avoid future complications that may arise the parties agreed to and for made the contract the terms and conditions of which reduced into writing.

**NOW THIS INDENTURE WITNESSTH AS FOLLOWS:-**

1. The party of the First part declares they have absolute and indefeasible rights, title and interest in respect of the land in question as set out in the schedule and they are competent to deal with the land without any restriction whatsoever. They further states that they have the absolute authority and competency to confer and vest rights upon the party of the second part to undertake development of the land by

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Surenendra Kumar Sahoo.  
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08-5-6-20  
For S.S. Green Infradevelopers LLP  
Anil Kumar Agrawal  
(Partner)



construction of proposed residential multi-storied apartment over the schedule 'A' land in accordance with the building plans to be sanctioned and approved by Local Development Authority such building plans shall be prepared by qualified architects keeping in view the building norms, guidelines and parameters envisaged in the local development authority regulations. The entire cost of preparation of building plans shall be borne by the party of the second part.

2. It is mutually agreed between both the parties that the construction work of the proposed project shall commence only after approval of the project by the Local Development Authority and obtaining all the clearances/ NOC's from the Local Authority P.H.D and any other agencies required as per the conditions of the approval letter of the local development authority.
3. The party of the Second Part or any of its associate or Sister Concern or Joint Venture Company shall construct the proposed multistoried building in accordance with the building plans to be sanctioned by local development authority. 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. The 1<sup>st</sup> party is no event be held responsible for the act things done by the associate or joint venture company or sister concern of 2<sup>nd</sup> party. The 2<sup>nd</sup> party shall always remain answerable to 1<sup>st</sup> party for implementation of terms and condition of this agreement which shall under no circumstance without approval of the 1<sup>st</sup> party be deviated.

4. **Definitions:-**

Unless in these presents therein anything inconsistent therewith.

- i) Land shall mean the land as described in the schedule appended here to and more fully delineated in the attached rough sketch map forming a part of this document.
- ii) Proposed multistoried/complex shall mean the Apartment building to be constructed and executed over the schedule '1' land.
- iii) Land owner shall mean the party of the first part mentioned above and includes their legal heirs, successors, legal representatives and assigns.

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*Soumenendra Kumar Sahoo.*  
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*Narenindra Kumar Sahoo*  
07-5-6-20

For S.S. Green Infra Development Pvt. Ltd.

*Amil Kumar Sahoo*  
(Partner)



- iv) Developers shall mean **S.S. GREEN INFRA DEVELOPERS LLP.**, the party of the second part who will construct and execute the proposed building complex and includes its directors, successors-in-office administrators and assigns.
- v) Common facilities shall mean and include all the common area earmarked in the building as per the approved plans, common utility areas, and other common facilities and amenities which may be provided by the developers in the complex.
- vi) Building plans shall mean the approved and sanctioned building plans, elevators, designs, specifications as sanctioned and approved by Local Development Authority and also includes any revised plans modifying the original approved plan.
- vii) Parking space shall mean the designated areas/units/spaces intended for parking of vehicles.
- viii) Flats/Unit means a self contained independent Flats / Units for residential accommodation only.
- ix) Super built up area shall mean the plinth area of the flat/unit together with proportionate extent of land area, common areas and service areas as may be decided and fixed by the developers the determination of which is final.

**5. BEGINNING:-**

- i) This agreement shall come into force on and from this **5th day of June 2020.**
- ii) Possession physical possession of the vacant schedule land is handed over by the land owners today i.e date of commencement.
- iii) The Original copies / Xerox copies of all the original documents duly attested by Notary Public relating to the title of the schedule land are also handed over to the developer today i.e on the date of commencement of the agreement and execution of power of attorney. The 1<sup>st</sup> party hereby promised that they shall handover all the original documents if the same would be badly required by the 2<sup>nd</sup> party to carry on the project.

*Surenendra Kumar Sahas*  
*Debandog Ki Sahas*  
*Surenendra Kumar Sahas*  
*07-5-6-20*

*Surenendra Kumar Sahas.*  
*02/06/2020.*

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*Narenindra Kumar Sahas*  
*07-5-6-20*

For S.S. Green Infradevelopers LLP  
*Anil Kumar Agrawal*  
 (Partner)

6. Further, it is made clear between all the parties of the first part that, as the property lies on joint name of all five brothers and the proceeds/allocation of first party's share from second part will shared among them as follows :-

1. Rajendra Kumar Sahoo will get 4 nos of Flat
  2. Debendra kumar Sahoo will get 4 nos of Flat
  3. Soumendras kumar Sahoo will get 4 nos of Flat
  4. ~~Soumendras~~<sup>KV</sup> Sahoo will get 4 nos of Flat
  5. Rest all will be owned by Narendra Kumar Sahoo.
- The Size, Area and other details of the flat will be discussed among them mutually.

#### CONSTRUCTION:-

- i) That the builders agree to develop the said land at their own cost/risk and expenses and with their own resources as per the approved building plans. The owners agree, in accordance with this agreement to place at the complete disposal of the builders, the physical possession of the said land for construction of the building as per the approved plan of the concerned authorities and finish the same in schedule time.
- ii) That the building plan will be in accordance with rules and regulations laid down by the local development authority. The building(s) shall be of good construction as per approved plan of the local development authority. The owners shall have the right to inspect the construction at all reasonable times.
- iii) The builders at their own cost and expenses shall revise and apply to the local development authority for approval/permission/sanction of the building plan if required to enable them to construct/erect the building complex over the said land in accordance with the Zonal plans and regulation in force for the said area with due knowledge of owners. The builders may make or agree to make such variation in the designs or plans as may be required or considered by them desirable or necessary subject to due approval of the concerned authorities.

Rajendra Kumar Sahoo  
Debendra KV Sahoo  
Soumendras Kumar Sahoo  
07-5-6-20

Soumendras Kumar Sahoo  
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07-5-6-20

For S.S. Green Infradevelopers LLP  
Anil Kumar Sahoo  
(Partner)

- iv) The Developers shall construct the residential complex in a substantial and workman like manner in accordance with plans, specifications and elevation approved by the local development authority including any amendment, modification or variation or alteration to the said plans and specification as per approved by the said authority which may be made by the developers with due knowledge of owners.
- v) The construction of the residential flats/units shall be based on the prescribed specification confirming to ISI code or civil engineering and shall be of good quality in all respect as per specification which would be mentioned in the Boucher print by developer for their customer.
- vi) That the developer is free to change/alter and modify the approved plan for the betterment of the project within the sanctioned built-up area, without changing/extending the period of completion.
- vii) The residential complex over the said land shall be constructed under the direct control. Supervision and guidance of the developers and/or their agents.
- viii) The developers shall comply with the requirements and requisites of the local development authority and/or other local authorities relating to the construction of the said housing complex on the said land and shall obtain necessary approval from the authorities concerned.
- ix) The land owners immediately after approval of building plan/execution of General Power of Attorney shall place at the complete disposal of the developer physical actual vacant possession of the land and irrevocably assign and vest upon the developer the unfettered right to develop and construct the proposed building complex which shall commence and be completed within a period of 48 months from the dated of approval of the building plans in case of proposed Apartment by Local development Authority to go ahead with the construction work.

Prayada Kumar Sahoo  
 Debendra Kumar Sahoo  
 Sudendra Kumar Sahoo  
 27-5-6-20

Saurendra Kumar Sahoo  
 28/06/2020

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 Narendra Kumar Sahoo  
 27-5-6-20

For S.S. Green Infradevelopers LLP  
 Anil Kumar Agrawal  
 (Partner)



7. **Owner's Obligation:-**

The party of the first part agrees and covenants with the developer as follows:-

- a) Not to interfere or obstruct the construction of the proposed building over the said land unless the developer violates the essential terms and conditions as agreed upon and stated in this agreement.
- b) Not to prevent the developer from entering into negotiations with intending purchasers of flats/units for disposing or transferring the developers allocation/entitlement of the total built-up area of the building to be constructed and executed over the said land.
- c) Not to enter into any agreement with any third party in respect of the land in question or any portion thereof and shall ensure that the land is not subjected to any charge or encumbrance.
- d) The party of the First part hereby confers and vests absolute right and authority upon the developer to commence carry on and complete the construction of the multi-storied building in accordance with the approval/sanction accorded by the Authority. The land owners agrees and undertakes 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 Local Development Authority.
- e) The party of the First part shall at the request of the developers undertake to sign and execute further documents, affidavits, applications as would be necessary from time to time for completion of the project. The party of the first part further undertakes to sign all required sale deeds/construction agreements etc. for the flat/unit purchaser pertaining to the developer share in the project, as and when necessary.
- f) The land owners further undertakes to execute an irrevocable power of attorney in favour of the Second

*Pranjana Kumar Sahu*  
*Nesandra KJ Sahu*  
*Subendra Kumar Sahoo*  
07-5-6-20

*Sannendra Kumar Sahoo*  
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*Narenindra Kumar Sahoo*  
07-5-6-20

For S.S. Green Infradevelopers LLP  
*Anil Kumar Agrawal*  
(Partner)

party for the purpose of giving effect to implement the various terms and conditions here in contained more specifically to execute on their behalf all sale deeds in favour of the proposed purchasers of the flats/units by the developers transferring the impartible undivided share in the land pertaining to the developer's share.

- g) To furnish copies of any document pertaining to the title of the land or to establish that land is free from any charge or lien before approval of the building plans.
- h) The party of the first part further states that the developer, party of the second part shall be entitled to dispose of by way of absolute sale or otherwise the built-up area to be constructed over the schedule-'1' area, in favour of the intending purchasers of the Flat/unit together with proportionate interest in the land, 67 % of total built-up area of Apartment, together with proportionate undivided interest in land and proportionate four wheeler parking. The calculation, definition and determination of the super built-up area shall be calculated and determinate by the party of the Second part or their technical advisors.

8. The developers agree and made contract with the 1<sup>st</sup> party in the following manner:-

- a) The construction of the proposed multistoried building project in all respect shall be commenced as soon as possible after obtaining the approval and sanction of the building plans from the Local Development Authority as well as clearances from Local Development Authorities to go ahead with the construction work including owner's share and complete the same within the stipulated period mentioned herein.
- b) To complete the construction of the entire building within a period of 48 months in case of Apartment from the date of obtaining necessary clearances from Special Town planning Authority / RERA Approval to go ahead with the construction work or within such extended period as may be mutually agreed upon.

Rajendra Kumar Sahas  
Rajendra Kumar Sahas  
Saurendra Kumar Sahas  
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Saurendra Kumar Sahas  
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For S.S. Green Infradevelopers LLP  
Anil Kumar Agrawal  
(Partner)

- c) The developers further undertake not to violate the building plans, conditions given in the permission/approval/sanction letter or any rule, regulation framed by the appropriate authority in respect of the construction of the said building complex.
- d) The developers further states that the proposed building shall be constructed under their direct supervision and shall comply with all the stipulations made by Local Development Authority and also shall conform to all the rules and regulations of the local authorities as may be applicable. The developer further states that they will make all efforts to complete the building within 48 months in case of apartment as stated above unless prevented by any reason or circumstances beyond their control like Lockdown due to COVID -19, non-availability of labour force building materials, Court orders, change in building plans etc. which may affect the completion of the building or any other unforeseen circumstances.
- e) The developer hereby undertakes that immediately after approval of building plan and before commencement of construction work of the proposed apartment project. The developer shall allot the flat in question proportionately at the floors, location and facing proportionately to the owners towards their share by executing a separate agreement.
- f) It is mutually agreed that the entire complex shall have absolute uniformity with regards to the both parties share. The developers undertake to construct and complete the proposed Residential complex ready of using in all respect including use of water, electricity of required capacity within a period of 48 months from the date of execution of this agreement
- g) In the event the developer fail to complete the building within the period of 48 months from the date of commencement work order by local development authority as stated above for hindrance the reason of which are attributable to the developer, the developer

*Rajendra Kumar Sahu*  
*Deben Jyoti Sahu*  
*Susanta Kumar Sahoo*  
 At 5-6-20

*Balaram Kumar Sahoo*  
 05/06/2020

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*Narendra Kumar Sahoo*  
 At 5-6-20

For S.S. Green Infradevelopers LLP  
*Anil Kumar Agrawal*  
 (Partner)



shall be liable to pay the owner compensation for such delay period which to be mutually decided between both parties latter on. Provided that the developer is no way responsible to pay the compensation for delay in completion of the project within the above mention stipulated period due to any unforeseen situation (Such as natural calamities, labour strike, shortage materials, war etc.) when would be beyond its control or if any title dispute arise relating to the schedule property during progress of the work.

h) That the developer undertakes that if there is any further extension of the upper floor vide approval from local development authority or otherwise in future over and above the approved plan at any time then there will be further extension of time to which the owners 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 in case of proposed apartment.

i) The unused land as stated in foregoing paragraph of this agreement shall remain as land owners and they without the consent of the 2<sup>nd</sup> party undertake construction there on as per their choice and use and enjoy the same in the manner they like, subject to after completion of project in all respect for use of residential purpose.

9. Allocation of built-up space/constructed space.

a) The party of the First part (Land Owners) will be allocated 33% super built-up area together with proportionate undivided interest in the land and proportionate four wheeler parking space out from the total super built-up area in case of apartment which to be constructed over the schedule '1' land. This is the full and final entitlement/settlement of the land owners against land and the party of the First part shall not be entitled to any other settlements their entitlement. Rest all other Super built-up areas/units/flats together with parking space is the entitlement of the party of the second part and party of the second part shall be free to deal with and dispose of these super built-up/built-up areas as per his free will without any limitations or restrictions.

*Pranjana Kumar Sahu*  
*Neel on dog Ky Sahu*  
*Susanta Kumar Sahoo*  
*at 5-6-20*

*Beenunder Kumar Sahoo.*  
*02/06/2020*

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*Narendra Kumar Sahoo*  
*at 5-6-20*

For S.S. Green Infradevelopers LLP

*Anil Kumar Sharma*

(Partner)

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

**10. Residuary terms:-**

- (i) It is agreed upon that any labour force / workman / technician engaged in the construction of the proposed multi-storied building by the developers shall be treated and deemed to be the employees of the developers. It is explicitly made clear that under no circumstances the land owners shall be treated or constructed to be the employers of the aforesaid labourers/workmen/technicians to be engaged by the developer for construction of the proposed multistoried building complex consequently the land owner shall not be liable to pay any compensation to any such workmen laborer or technician that may be engaged by the developer for construction of the complex. The developers shall be liable in respect of any dispute which may arise under the labour laws or under workmen compensation Act and if the Authority or the tribunal award, if any shall be the liability of the developers to pay such compensation or the amount quantified in the Award/Order. The developers undertake to indemnify by the land owners from any such liability.
- (ii) The Developers shall have the right to enter into agreement with intending purchasers of units/flats and

*Rajendra Kumar Sahas*  
*Neelam for KJ Sahas*  
*Suresh Kumar Sahas*  
07-5-6-20

*Saumenendra Kumar Sahas.*  
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*Narendera Kumar Sahas*  
07-5-6-20

For S.S. Green Infradevelopers LLR

*Anil Kumar Agrawal*

(Partner)

charge assign/mortgage/lease/rent and let out pertaining to the developers share only to any financial institution like HUDCO & SBI or any other financial institutions and the owners shall not raise any objection to such assignment or negotiation. The owners shall join as confirming /consenting/guarantor party at the request of the Developer for execution of relevant documents if so required. It is hereby agreed that the developers shall have the right to finalize, settle and negotiate the terms the built-up area/unit except land owner share in the proposed complex, at such rate as the Developers in their absolute discretion think proper.

- (iii) The Builders/Developers reserves the right to execute necessary sale deeds/lease deeds/mortgage deeds/rent deed any other deed of conveyance in respect of any buyer/lease directly or through landowners of their respective share only, of saleable area or avail finance from the financial institution for construction of the said project as per the permission granted by Local Development Authority.
- (iv) The Developer shall be at liberty to appoint their own contractors, staffs, supervisors, managers, engineers, to carry out the construction works and owners will not have any objection for the same.
- (v) Power line deposit, electric transformer deposit, water connection deposit in the above connection plus formal legal charges expenses in above connection to be borne by the developer provided that the expenses which will be incurred to supply individual electric line pertaining to the owner's allotted flats same shall be borne by the owner.
- (vi) The developers/promoters will be allowed to construct pump rooms, overhead water tanks and to fit TV antenna or wireless system and elevators/Life in or over the said building at their own cost.

*Dejandra Kumar Sahu*  
*Debondra Kumar Sahu*  
*Surentra Kumar Sahu*  
27-5-6-20

Surentra Kumar Sahu.  
02/06/2020

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*Narentra Kumar Sahu*  
27-5-6-20

For S.S. Green Infradevelopers LLP

*Anil Kumar Agrawal*

(Partner)



- (vii) That the Developers shall have the right to receive from the intending unit, purchasers/tenant any earnest money and/or booking amount and also the balance of cost/advance of units and to grant receipt, execute such conditions as may be deemed necessary and present the same for registration/rent deeds of the built up areas pertaining to Builders/Developers allocation in the proposed residential complex only After allocating the owners share. The Owners hereby agreed to ratify and confirm all acts, the developers shall lawfully do and to execute and perform or cause to be executed and performed all such acts which shall not affect any way to the interest of the land owners/Local Development Authority.
- (viii) Without prejudice to the rights and interest of the owners (party of the first part) hereby agrees to execute a registered power of attorney in favour of the developer (party of the second part) which in fact they has executed today and signs necessary documents, letters which may be required for carrying out the construction of the proposed complex and to render all help and assistance to the Developers to facilitate the construction of the proposed building on the said plot of land as scheduled.
- (ix) That the owners shall remain liable to encumbrance, if any, in respect of the said land up to the date of this agreement and the Developers will remain liable for all Encumbrance/liabilities arising after that date of agreement in relation to the land or proposed construction subject to the condition laid down by Local Development Authority.
- (x) Both the owners and the developers shall have the right to sue for specific performance of this contract/agreement or any supplementary contract for enforcement of this contract and suing party shall also have a right to recovery cost and damages if any.
- (xi) That the owners authorizes the Builders/developers or their nominee/nominees as their attorney /attorneys

*Pranjita Kumar Sahu*  
*Debondra Mahapatra*  
*Surenendra Kumar Saha*  
 07-5-6-20

*Surenendra Kumar Saha*  
 07/06/2020

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*Narendra Kumar Saha*  
 07-5-6-20

For S.S. Green Infradevelopers LLP  
*Anil Kumar Agrawal*  
 (Partner)

by executing documents duly registered for submitting and pursuing applications to various authorities for requisite permission, approvals, sanctions of building plans etc. In connection with the Development /Construction and completion of the purposed complex. All costs in this respect shall be borne by the Developers/ Builders.

- (xii) It is mutually agreed between both the parties that whenever party of the first part intend to sell out its part , they should do the same at a price no lesser then the prevailing selling price by the developers , all such sales by first part can be done only post project completion and handing over of the possession of the owners shares by the developer. Developer shall extend all its co-operation.
- (xiii) The second party has already been in possession over the schedule land by virtue of registered GPA executed by the first party/land owners in favour of the second party vide **GPA No. 10312000968 dated 5/6/2020** hence no further delivery of possession is required by first party entered into this agreement with the second party/developer.
- (xiv) 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.
- (xv) This deed of memorandum of agreement is prepared in two copies in original and each copy will be retrain each party for their future proof.
- (xvi) All accounts between the parties shall be settled at the office of the developer at Bargarh.

**10. Miscellaneous:-**

The name of the proposed complex shall be selected latter on by mutually decided both the parties.

**11. Jurisdiction:-**

The parties 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

Rajendra Kumar Sahas  
Debon/09 by Sahas  
Suren/02 kumar Sahas  
07 5-6-20  
Suren/02 kumar Sahas  
07/06/2020

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Narendra Kumar Sahas  
5-6-20  
For S.S. Green Infradevelopers LLP  
Anil Kumar Agrawal  
(Partner)

be subject to the jurisdiction of the competent court at Balangir.

**DESCRIPTION OF THE PROPERTY- SCHEUDL-1**

Plot situated at Mouza – Balangir – Kha, Khata no – 159, having recorded tenants as Rajendra kumar Sahoo, Debendra Kumar Sahoo, Surendra Kumar Sahoo, Narendra Kumar Sahoo and Soumendra kumar Sahoo, By caste – Gudia, All sons of Late- Gopal Krushna Sahoo, Kansari pada, Balangir.

Plot Measuring – Ac. – 1.001 ( One Acre point zero zero one )

Plot no – 1015 / 2390 – Ac – 0.275

Plot no – 1195 / 2391 - Ac – 0.726

Kisam Gharbari, conversion paid vide receipt no – AAM 7198529, dt – 13/12/2019.

(A sketch map of the schedule land is attached to this agreement, which will form a part of this agreement for proper identification and /or measurement/ demarcation of the said land).

*Rajendra Kumar Sahoo  
Debendra Kumar Sahoo  
Surendra Kumar Sahoo  
at -5-6-20.*

*Soumendra Kumar Sahoo.  
05/06/2020*

*Narendra Kumar Sahoo  
at -5-6-20*

For S.S. Green Infradevelopers LLP

*Anil Kumar Agarwal*

(Partner)





### 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(2) 400 ,, User Charges-385 ,Total 785

Date: 05/06/2020

### Endorsement under section 52

Signature of Registering officer  
 Registering Officer  
 BALANGIR

Presented for registration in the office of the Sub-Registrar District Sub-Registrar BALANGIR between the hours of 7:30 AM and 10:00 AM on the 05/06/2020 by SURENDRA KUMAR SAHOO, Son/Wife of LATE GOPAL KRUSHNA SAHOO, of AT- KANSARIPARA, BOLANGIR, PO/PS/DIST-BOLANGIR 767001 by caste- OBC, profession- Business and finger prints affixed.



Signature of Presenter / Date: 05/06/2020

Signature of Registering officer.  
 Registering Officer  
 BALANGIR

### Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
RAJENDRA KUMAR SAHOO		 313758260		05-Jun-2020
DEPENDRA KUMAR SAHOO		 313758261		05-Jun-2020
SURENDRA KUMAR SAHOO		 313758266		05-Jun-2020
NARENDRA KUMAR SAHOO		 313758267		05-Jun-2020
SOUMENDRA KUMAR SAHOO		 313758272		05-Jun-2020
ANIL KUMAR AGRAWAL PARTNER OF SS GREEN INFRADEVELOPERS LLP		 242187760		05-Jun-2020

Identified by RADHESHYAM SAHOO Son/Wife of DEBENDRA KUMAR SAHOO of AT- KANSARIPARA, BOLANGIR, PO/PS/DIST- BOLANGIR 767001 by profession Business

Identified by VINEET JINDAL Son/Wife of LATE VIJAY JINDAL of AT- RUGUDIPARA, BOLANGIR, PO/PS/DIST- BOLANGIR 767001 by profession Business

VINEET JINDAL		 41499374		05-Jun-2020
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In WITNESS of the parties have thereon to put, set and subscribed their respective hands and seal on the date month and year above written.

SIGNATURE OF  
EXECUTANTS/PRINCIPALS

1. *Narindra Kumar Sahoo*  
07-5-6-20
2. *Dehendrak Sahu*  
07-5-6-20
3. *Susendra Kumar Sahoo*  
07-5-6-20
4. *Narendra Kumar Sahoo*  
07-5-6-20
5. *Saunendu Kumar Sahoo.*  
07/05/2020.

SIGNATURE OF  
ATTORNEY HOLDER

For S.S. Green Infradevelopers LLP

*Anil Kumar Agrawal*

**WITNESSES:-** *Preet Jindal.* (Partner)

1. Vineet Jindal, S/o - Late Vijay Jindal, Aged - 36 years, Occupation - Business, Address - Rugudi Pada, Balangir - 767001, Adhar no - 7741 7506 7312, Mobile no - 97783 22222.

2. *Balkishan Sahoo* S/o - *Narendra Kumar Sahoo* age-18  
oc- Business - caste - 'GUDIA'  
R/o - Namsari Penu, Balangir P.O./P.S./Dist - Balangir -  
Adhar No - 3175 3192 9265

Drafted and Prepared by me  
(Jitendra Kumar Purohit)  
ADVOCATE

*Radheshyam Sahoo*

*S/o Dehendrak Sahoo*

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*R/o Namsangana Balangir P.O./P.S./Dist - Balangir*

*oc- Business - caste - GUDIA -*

RADHESHYAM SAHOO		 41499401	<i>Radheshyam Sahoo</i>	05-Jun-2020
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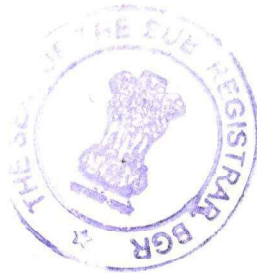
Date: 05/06/2020

*[Signature]*  
 Signature of Registering officer  
 Registering Officer  
 BALANGIR

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Sub-Registrar, BALANGIR  
 Book Number : 4 || Volume Number : 20  
 Document Number : 40312000967  
 For the year : 2020  
 Seal :  
 Date: 05/06/2020

*[Signature]*  
 Signature of Registering officer  
 Registering Officer  
 BALANGIR

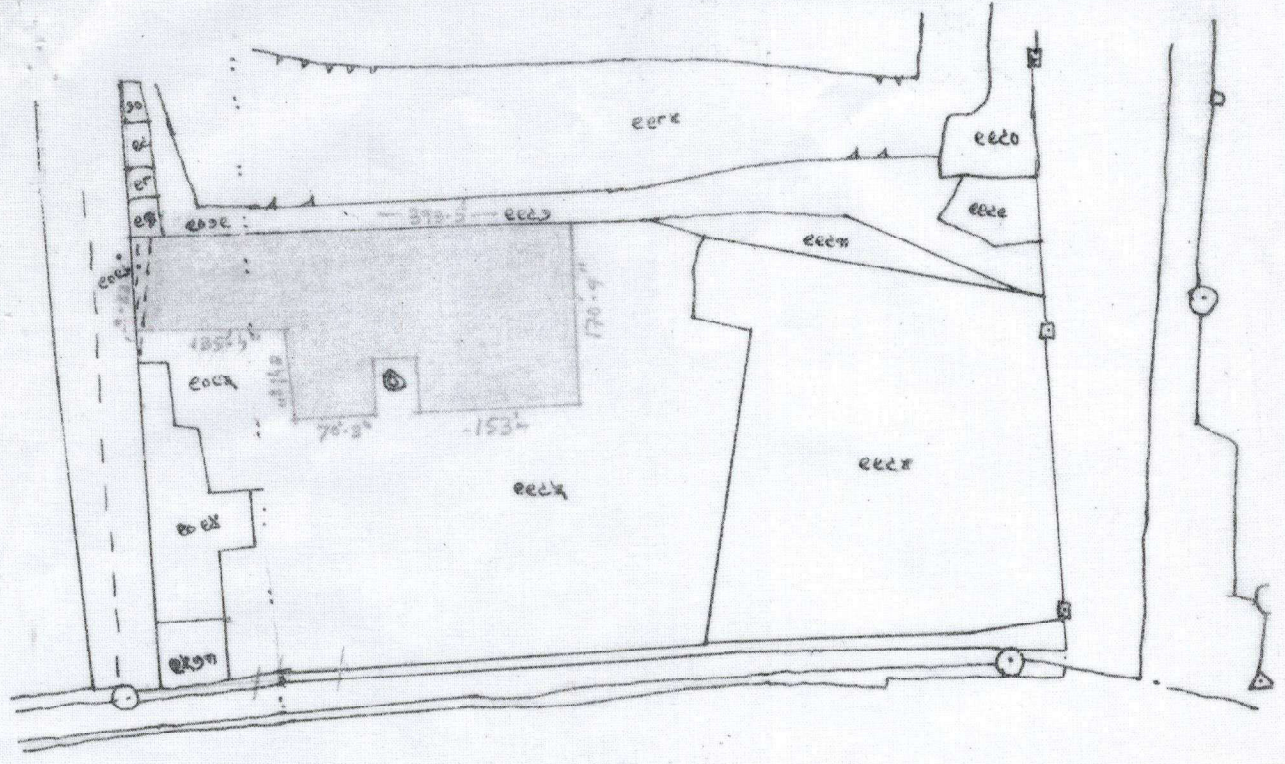


Registration No... *40312000967*  
 Registration Document No... *40312000967*  
 Book No... *4* Volume No... *20*  
 Registration Date... *05/06/2020*  
 Registration Year 20... *20*

*[Signature]*  
 Seal 05/06/2020  
 REGISTERING OFFICER  
 BALANGIR



संज्ञा: कृषि 159, भाग: कृषि 2, एन.ए. - 100, इ. क्र. 100, प्लॉट नं. = 100



Khata No	Plot No	Kishan	Rakaba	Mark	Rakaba
159	1015	G. Bagayat	Ac-1.005	'A'	Ac-0.275
	1195	G. Bagayat	Ac-4.225	'A'	Ac-0.726
					Ac-1.001 dec.

Prjendra Kumar Saha  
 Abhinav Kumar Saha  
 Sadendra Kumar Saha



Narenindra Kumar Saha  
 Saumenindra Kumar Saha

26/12/2020  
 Registering Officer  
 BALANGIR

For S.S. Green Infra developers LLP  
 Abhil Kumar Aggarwal  
 (Partner)