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17/6/16



M. Hadibandhu Senapati Chetan Kumar Tokraiah

M. Hadibandhu Senapati

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Tokraiah
17/6/16
Director

MEMORANDUM OF AGREEMENT

Collaboration agreement for commercial exploitation of the land by construction of multi-storied building comprising independent units/Retail/Villas/Parking having the character of a joint venture scheme.

This Memorandum of Agreement is made and executed on this 17th day of June, 2016 (Two Thousand sixteen).

BETWEEN

M. HADIBANDHU SENAPATI, aged about 63 years, S/o Late Khetrabasi Senapati, resident of Siripur, Nuasahi, P.S.: Khandagiri, Bhubaneswar-3, Dist.-Khurda (Odisha); hereinafter referred to as the Party of the First Part which expression unless excluded or repugnant to the context shall mean and includes his legal heirs, successors, executors, administrators and assigns of the party of FIRST PART.

Ranjana Kumar Senapati

Satya Narayan Senapati

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STRICT TREASUR
CURDA. BHUBANESWAR
MAY 2016

M. Hadibandhu Senapati

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STAMP OFFICE SANDHIA
STAMP OFFICE CIVIL COURT
Bhubaneswar, L.No - 71044 D No-57

M. Hadibandhu 'Senapati'

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AND

M/s. HARSHPRIYA CONSTRUCTIONS PVT. LTD., a company incorporated under the Companies Act., 1956, having its regd. office at 542, Saheed Nagar, Bhubaneswar, Dist.-Khurda (Odisha), represented by its Director, **SRI CHETAN KUMAR TEKARIWAL**, aged about 59 years, son of Late Mannalal Tekariwal, by Profession : Business, here in after called the Party of the Second Part, which expression unless excluded or repugnant to the context shall mean and includes all the directors, successors in interest and assign of the party of the SECOND PART.

AND WHEREAS the delineation of the genesis of the title to the land is that the land described below appertaining to Khata No-803, Plot No-1147, Area : Ac.0.212 decimals stands recorded in the name of fist party as per settlement ROR prepared & published by the Settlement authority in the year 1988-89.

And similarly land in question appertaining to Khata No.155, Plot No.1142, originally stands recorded in the name of Mahendri Khetrabasi Senapati (deceased father of First Party) as per settlement ROR prepared & published by the Settlement authority in the year 1988-89. And said recorded tenant died leaving behind his son namely M. Hadibandhu Senapati and five daughters namely Sita Senapati, Chandrama Bewa @ Patra, Sabitri Dei @ Patra, Kanta Dei @ Prusty and P. Satyabhama Prusty, as his legal heirs and successors in interest who inherited the entire estate of said deceased Mahendri Khetrabasi Senapati by way of inheritance.

AND WHEREAS while the above named legal heirs are in possession over the schedule land, one daughter namely Chandrama Bewa @ Patra, of deceased recorded tenant had adopted one Ashok Patra as her adopted son during her life time, as she was issueless and subsequently died leaving behind said Ashok Patra as her legal heir who inherited the share of said deceased Chandrama Bewa @ Patra by way of inheritance. Similarly another daughter Sabitri Dei @ Patra of deceased recorded tenant died leaving behind two sons namely Purna Chandra Patra & Bipin Patra and two daughters Baijayanti Raju & Mamata Prusty as her legal heirs and successors in interest who

M. Hadibandhu Senapati
17/06/2016

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Tekariwal
17/06/2016
Director

Rejina Kumar Senapati

Satyabhama Prusty

inherited the share of said deceased Sabitri Dei @ Patra by way of inheritance. Since then the present first party along with other co-shareholders named above are possessing the schedule property, peacefully without any dispute having every right, title, and interest there over and also exercising various acts of ownership thereof.

AND WHEREAS while the above named legal heirs of deceased recorded tenant Mahendri Khetrabasi Senapati, were in possession over the schedule land the other legal heirs of deceased recorded tenant namely Kanta Dei @ Prusty and P. Satyabhama Prusty have relinquished their co-partionary right over the schedule land in favour of their brother/first party M. Hadibandhu Senapati vide Deed of Relinquishment bearing Document No. 11131204706 dated 26/04/2012, executed before Sub-Registrar, Khandagiri.

And similarly the only legal heir of deceased Chandrama Bewa @ Patra namely Ashok Patra has also relinquished his right over his share in favour of his Uncle/first party M. Hadibandhu Senapati vide Deed of Relinquishment bearing Document No. 11131403333 dated 24/04/2014, executed before Sub-Registrar, Khandagiri.

And likewise the other legal heirs of deceased Sabitri Dei @ Patra namely Purna Chandra Patra, Bipini Patra, Baijayanti Raju and Mamata Prusty have relinquished their right over their share in favour of first party M. Hadibandhu Senapati vide Deed of Relinquishment bearing Document No. 11131314856 dated 30/12/2013, executed before Sub-Registrar, Khandagiri.

And Likewise another legal heirs Sita Senapati, wife of Late. Ramachandra Senapati has relinquished her right over her share in favour of 1st party M. Hadibandhu Senapati vide Deed of Relinquishment bearing computer ID No. 1131605203 - dated 13.06.2016 executed before Sub-Registrar, Khandagiri.

AND WHEREAS, now the first party became the absolute owner of Plot No.1142 by virtue of above said registered documents and from the above recitals, it is clear that the flow of title in respect of the land set out in the foregoing paragraphs manifests that the Party of the First Part having every right, title and interest over his total area Ac0.282 decimals.

M. Hadibandhu Senapati

Rajjan Kumar Senapati

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Pasariwal

Director

Satya Narayan Senapati

AND WHEREAS the Party of the First Part has been nourishing a desire to construct and execute multi-storied building over the land comprising independent commercial/residential units/flats in accordance with the composite and comprehensive building plans to be approved and sanctioned by the Plan Sanctioning Authority. But since construction of a high rise building is a complicated job requiring special skills and expertise which is beyond the capabilities of the Party of the First Part, he has given an offer to the Party of the Second Part who are actively engaged in the field of real estate and having successfully constructed and executed several multi-storied/high rise buildings for construction of such multistoried buildings by amalgamating/merging my plot with their adjoining plots, if necessary. The Party of the Second Part have accepted the offer and agreed to construct and execute the proposed multi-storied building at their own cost in accordance with the composite building plans to be approved and sanctioned by B.D.A/BMC. Pursuant to this, several terms and conditions have been mutually agreed upon by and between the parties. To avoid future complications that may arise, the parties agreed to reduce such terms and conditions in writing.

M. H. D. Bandhu Senapati

Now this indenture witnesseth as follows:-

1. The Party of the First Part declares he has an absolute and indefeasible rights, title and interest in respect of the land in question as set out in the schedule and he is competent to deal with the land without any restrictions what so ever. He further states that he has the absolute authority and competency to confer and vest rights upon the Party of the Second Part to undertake development of the land by construction of multi-storied apartment complex over the said land in accordance with the building plans to be sanctioned and approved by B.D.A/BMC. Such building plans shall be prepared by Qualified Architects keeping in view the building norms, guidelines and parameters envisaged in the B.D.A/BMC regulations. The entire cost of preparation of building plans shall be borne by the Party of the Second Part.

Ranjan Kumar Senapati

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Senapati
Director

Sudhakar Narayan Senapati

2. Both the parties agree that the construction of the building shall be completed in all respects within a time frame after obtaining the sanction and approval of the Bhubaneswar Development Authority/BMC.
3. The Party of the Second Part or any of its associate or Sister Concern or joint venture Company shall construct the proposed residential/commercial multi-storied building strictly in accordance with the building plans to be sanctioned by B.D.A/BMC and shall not make any deviations from the approved plan or construct any un-authorized units. The Party of the Second Part assures that the building shall be constructed in accordance with the approved plans and maintain the quality of construction as well as structural stability.

4. **Definitions**

Unless in these presents there is any thing inconsistent therewith-

- i) **Land** shall mean the land as described in the schedule appended here to and more fully delineated in the attached rough sketch map forming a part of this document.
- ii) **Proposed building/complex** shall mean the multi-storied building to be constructed and executed over the commercial/residential said land along with other adjacent /surrounding land.
- iii) **Land owner** shall mean **HADIBANDHU SENAPATI** the Party of the First Part mentioned above and includes his legal heirs, successors, legal representatives and assigns.
- iv) **Developers** shall mean **M/s. HARSHPRIYA CONSTRUCTIONS PVT. LTD.**, the Party of the Second Part or any of its associate or Sister Concern of Joint venture Company who will construct and execute the proposed building complex and includes its directors, successors-in-office, administrators and assigns.

M. Hadibandhu Senapati

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Prasad

Director

Rajan Kumar Senapati

Satya Narayan Senapati



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 5@ Fees Paid : A(10)-1000 User Charges-250 ,Total 350

Date: 17/06/2016

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the **Sub-Registrar KHANDAGIRI** between the hours of 10:30 AM and 2:30 PM on the **17/06/2016** by **M. HADIBANDHU SENAPATI**, son/wife of **LATE KHETRABASI SENAPATI**, of **AT - SIRIPUR, NUASAHI, PS - KHANDAGIRI, BBSR, DIST - KHURDA**, by caste **General**, profession **Others** and finger prints affixed.

M. Hadibandhu Senapati



Signature of Presenter / Date: 17/06/2016

Signature of Registering officer

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
M. HADIBANDHU SENAPATI				17-Jun-2016

- v) **Common facilities** shall mean and include all the common areas earmarked in the building as per the approved plans like passages, corridors, lobbies, staircases, lift, common utility areas, and other common facilities and amenities which may be provided by the developers in the complex.
- vi) **Building plans** shall mean the approved and sanctioned building plans, elevations, designs, specifications as sanctioned and approved by B.D.A/BMC and also includes any revised plans modifying the original approved plan.
- vii) **Parking Space** shall mean the designated areas/units/spaces intended for parking of vehicles.
- viii) **Architect** shall mean the principal architect-cum-project consultant appointed by the Developer for the proposed building complex.
- ix) **Flats/units** mean a self contained independent flats/Units /commercial space/residential accommodation only.
- x) **Super built up area** shall mean the plinth area of the flat together with proportionate extent of common areas and service areas as may be decided and fixed by the Architect of the project/developers the determination of which is final.
- xi) **PROJECT MEANS** that building and the land appurtenant thereto and all passages the parking space, amenities provide thereto etc at provided in BDA approved plan.

5. The land owner party of first part shall give physical actual vacant possession of the land to the second party/developer within 75 days from the execution of this agreement and irrevocably assign and vest upon the developer party of the second part the unfettered right to amalgamate the land with

M. Hadison Chm Sempak

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Sempak

Director

Rajan Kumar Sempak

Sastya narayan Sempak

		311273100 	
CHITTAN KUMAR TEKARIWAL DIRECTOR MS HARSHIPRIYA CONSTRUCTIONS PVT LTD		 240602411	 17-Jun-2016

Identified by **RANJAN KUMAR SENAPATI** Son/Wife of **N/A** of **BBSR, DIST - KHURDA** by profession **Others**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
RANJAN KUMAR SENAPATI		 40175306		17-Jun-2016

Date: 17/06/2016

Signature of Registering officer

Endorsement of certificate of registration under Section 60

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

Book Number : 1 || Volume Number : 96

Document Number : 11131604729

For the year : 2016

Seal :

Signature of Registering officer

their existing holding and suitably prepare and submit the building plans to the B.D.A/BMC and obtain the requisite permission, sanction and approvals for development and construction of the proposed building complex, by executing a registered General Power of Attorney on dated 17.06.2016 vide GPA ID No.1131605274 . Though the construction of the proposed multi-storied building is essentially a joint venture of the land owner and the developer it shall be the primary responsibility of the developers to prepare and submit the building plans before the B.D.A/BMC and all expenses/charges incurred for obtaining approval/sanction of such building plans shall be borne by the developer. The land owner agrees and undertake to extend all cooperation and to sign necessary applications as may be required in connection with such submission of building plans for obtaining approval and sanction from B.D.A/BMC.

6. The developer assures that the building plans shall be prepared strictly in accordance with the Rules, Regulations and bye laws in force. The proposed building shall be of a standard quality construction.
7. The developer further states that the proposed building shall be constructed under their direct supervision and shall comply with all the stipulations made by BDA/BMC and also shall confirm to all the rules and regulations of the local authorities as may be applicable.
8. The construction of the project will be completed /finished within a time schedule of 36 months from the date of sanction of the building plan by the Sanctioning Authority , after getting BMC NOC for ~~drainage & sewerage works and go ahead~~ clearance from the appropriate authority. If for any reason, Builder/Developers fails to complete the project in all respect within 36 month, then the completion period shall be extended by another 06 month. If the Builder/Developers unable to complete the project in all respect within 42 months ,he shall

M. Harishan Kumar

Rajon Kumar Senapati

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Prasad

Director

Satya Narayan Senapati

pay a nominal rent on the land owner's share of constructed area/unit in the project for the delay period. The Builder/Developers will prepare a plan and submit the same before the Plan Sanctioning Authority for necessary approval of the same.

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

- (a) Not to interfere or obstruct the construction of the proposed commercial space/residential building over the said land unless the developer violates the essential terms and conditions as agreed upon and stated in their agreement.
- (b) Not to prevent the developer from entering into negotiations with intending purchasers of flats /shops/ units for disposing or transferring the developers allocation / entitlement of the total built-up area of the building to be constructed and executed over the said land.
- (c) Not to enter into any agreement with any third party in respect of the land in Question or any portion thereof and shall ensure that the land is not subjected to any charge or encumbrance.
- (d) The Party of the First Part hereby confers and vests absolute right and authority upon the developer to commence carry on and complete the construction of the multi-storied building in accordance with the approval / sanction accorded by the Authority.
- (e) Bear, pay and discharge all outgoings such as rates, cesses, charges and taxes, payable to anybody/ authority/ statutory authority relating to the said Schedule Property till the date of commencing construction work over the schedule land to the developer;

M. Hadiyudin Sanapal

Ranjana Kumar Sanapat

Satya Narayan Sanapat

For Harshipriya Constructions Pvt. Ltd.
Chelam Kumar Prasad

Director

- (f) The first party shall not do any act, deed, matter or thing whereby or by means whereof the approvals, permissions and sanctions granted by the appropriate authority, for the development of the schedule property is or may be or likely to be cancelled terminated or otherwise made invalid and inoperative;
- (g) The first party shall do and perform all acts, deeds matters and things as may not be prohibited in law including but not limited to entering into agreements with prospective purchasers of the owner's share in the built-up area.
10. The Party of the First Part shall at the request of the developers undertake to sign and execute further documents, affidavits, applications as may be necessary from time to time for completion of the exercise. The Party of the First Part further undertakes to sign all required sale deeds/construction agreements etc. with the flat purchasers pertaining to the developer share in the project, as and when necessary.
11. The land owner further undertakes not to cancel the Power of Attorney which has already been executed an irrevocable Power of Attorney in favour of the Second Party on dated _____ for the purpose of giving effect to implement the various terms and conditions herein contained, more specifically to execute on his/their behalf all sale deeds in favour of the proposed purchasers of the flats/units/commercial spaces sponsored by the developers transferring the proportionate impartible undivided share in the land.
12. To furnish copies of any document pertaining to the title of the land or to establish that the land is free from any charge or lien before approval of the building plans.

Dr. H. S. Bhatnagar

Devi Anand Sengupta

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar for account

Director

Satya Narayan Sengupta

13. The Developer shall be entitled to carry out the development/construction on the Schedule Property either independently or by appointing contractors/sub-contractors or other agencies. The Developer shall alone be responsible for the payment of the cost of construction or labour and other charges payable to such contractors/sub-contractors and the owner shall in no way be responsible for any failure or default of the developer.

14. The Party of the First Part further states that the developer, Party of the Second Part shall be entitled to dispose by way of absolute sale or otherwise the entire built-up area to be constructed over the area as per the specifications mentioned in the brochure, in favour of the intending purchasers of the flats/units/commercial space together with proportionate undivided interest in the land, except 45% of Super built-up area which is the entitlement of the land owner, party of the first part. The calculation, definition and determination of the super built-up area shall be calculated and determined by the party of the Second Part or their technical advisors.

15. It is agreed by and between the parties hereto that marketing of the entire area to be developed in the residential complex is to be done by the developer except land owner share. The developer shall decide the name of the complex / project /building, after sanction of the plan.

16. That after getting approved plan, the developer will have absolute right and authority to advertise in any mode for sale of unit in the project related to its share and the developer shall be entitled to receive the earnest money and/or advance from the prospective purchaser(s) against booking of unit relating to its share in the project even before commencement of work of construction on the schedule land.

M. Madhavan Shanmugam

Keerthi Venkatesh Shanmugam

For Harshpriya Constructions Pvt. Ltd.

Shruti Shanmugam Shanmugam

Director

- (vi) He/She/They has/have not received any notice of acquisition or requisition of the Schedule property or any part thereof from the Government/statutory or any other Authority or court.
- (vii) He/She/They has/have not entered into any agreement for sale (whether verbal or in writing), transfer, ease, mortgage, license or any commitment of any nature in respect of the Schedule property or any part thereof nor has it entered into any agreement for sale of any premises in the proposed structures and buildings.
- (viii) He/She/They shall not hereafter create any third party interest in respect of the schedule property and/or the proposed structures and buildings or any part thereof except with the prior written consent of the Developer.
- (ix) Neither the execution and delivery of this Agreement, nor the performance of the obligations by the Owner hereunder will result in the breach of, or default under any material agreements, to which the Owner is a party which violate or otherwise conflict with any law or any order, decree of any court or governmental instrumentality;
- (x) There are no tenants/licenses and occupants, authorized or unauthorized, on the Development Land and no other person has any claim in respect thereof, and there are no other structures on the Larger Land including the Development Land save as disclosed herein;
- (xi) There are no proceedings, pending or threatened, against the Owner under the provisions of the Income Tax Act, 1961 or any other tax law in force in India for the time being and that no notice has been received or served on the Owner under Rules 2, 16, 21 and 51 of the Second Schedule to the Income Tax Act, 1961.

P. Hadibondu Swapal

For Harsipriya Constructions Pvt. Ltd.

Chetan Kumar Muralidhar

Director

Rajesh Kumar Srinivas

Satya Narayan Srinivas

(xii) The Owner confirms that relying on the aforesaid representations, and the Recitals, the Developers have entered into this Agreement and the same shall remain correct and binding on the Owner for the term of this Agreement.

(xiii) The party of the first part hereby also agreed that, if registration required in order to passing clear title in respect of allotted flat /commercial space which is to be allotted in favour of party of the first part towards her/their share in that case the party of the first part shall bear all taxes and registration expenses including stamp duties and registration fees. Further, the party of the First Part shall pay ongoing charges towards maintenance, society corpus fund and club membership etc. Also, any taxes including service tax/levies imposed by the Govt. agencies presently in force or to be applicable in future purporting to this Development Agreement or otherwise shall be borne by the Land owner (Party of first part).

M. Hadisban Din Senapati

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Tansawali

Director

20 The developers agree and undertake as follows:

a) The construction of the proposed multi-storied building shall be commenced as soon as possible after obtaining the approval and sanction of the building plans from the B.D.A/BMC as well as clearances from BDA / BMC to go ahead with the construction work.

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

Rajan Kumar Senapati

Satya Narayan Senapati

c) The developers further undertake not to violate the building plans, conditions given in the permission / approval / sanction letter or any rule, regulations framed by the appropriate authority in respect of the construction of the said building complex.

d) It is agreed upon that any labour force / workman / technician engaged in the construction of the proposed multi-storied building by the developers shall be treated and deemed to be the employees of the developers. It is explicitly made clear that under no circumstances the land owner shall be treated or construed to be the employers of the aforesaid labourers / workmen / technicians to be engaged by the developers for construction of the proposed multi-storied building complex. Consequently, the land owner shall not be liable to pay any compensation to any such workmen, labourer or technician that may be engaged by the developer for construction of the complex. The developers shall be liable in respect of any dispute which may arise under the labour laws or under workmen compensation Act and if the Authority or the tribunal award, if any, shall be the liability of the developers to pay such compensation or the amount quantified in the Award/Order. The developers undertake to indemnify by the land owner from any such liability.

e) The party of the second part hereby also undertakes that after approval of building plan the developer shall issue allotment letter to the party of first part immediately advising him towards his allotted flat/commercial space proportionately in each floor.

M. Harishankar Srinivasan

Rajesh Kumar Sengupta

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Srinivasan

Director

Santosh Narayan Sengupta

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

A. The Developers/Builders shall provide the following amenities in the said building.

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

B. The main approach road along with the roads/drive ways/passages/pavements which will be provided inside the complex as per the approved plan by Plan Sanctioning Authority shall be used by the party of the 2nd part for construction of buildings over the adjoining plots which shall come up in future. The party of the first part as well as the prospective purchaser of the flats/units shall have the rights to use such roads/pavements/driveways etc provided in the complex. Such right of user of passages etc is a qualified and restricted right and not an exclusive right. It is explicitly

00) Hadi ben Dm Sengap

Rajan Kumar Sengap

For Harshpriya Constructions Pvt. Ltd.

Chetan Kumar Sengap

Director

Sathy n arayan Sengap

made clear that the party of the second part shall have absolute right to use and enjoy such main approach roads/pavements/passages/driveways for effectually carrying out construction work over the nearby plots which shall come up in future. As a result the prospective purchasers of the flats in future projects can exercise their easementary rights of passage in respect of the roads / passages /driveways etc without any obstruction or interference by the party of the first part or the members of the society to be formed by the purchasers of flats in the project in question. The party of the first part or the association of the flat owners shall have no right to make any obstruction over the area earmarked as passages etc or cause any encroachment over any portion of roads/passages etc.

Dr. Hridaybanshu Senapati

For Harsipriya Constructions Pvt. Ltd.

Chetan Kumar Tewari

Director

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

- a) The party of the 1st Part (Land owner) will be allocated 45% of relevant Super built up area commercial/residential (proportionately in each floor relevant to the land area of the party of the first part together with parking space, basing on his/her/their extent of land contributed in the project with respect to the total extent of project land and total approved built-up area) as the compensation of the land area of the party of the first part. This shall stand as the full & final settlement & entitlement of the Land Owner against his/her land of Ac0.282 decimals and the Land Owner i.e. party of the 1st Part shall not be entitled to any other kind of settlement and the balance 55% of the relevant super built up area in the said project complex together with parking spaces fall to the share & entitlement of the part of the 2nd Part/Developer, who shall always be free to deal with in any manner it so like including that of sale, pledge, Lease, Rent out etc.

Ravi Kumar Senapati

Satya Narayan Senapati

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

23. Residuary terms:-

- (a) If any provisions of this Agreement is invalid or unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provisions and such provisions shall be inoperative and shall not be part of the consideration moving from either party to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein
- (b) It is hereby expressly agreed and declared that the relation of both the parties do not create any partnership or joint venture or association or persons between the parties hereto; Each of the parties hereto has undertaken obligations and has rights specified herein.
- (c) It is agreed by both the parties that all applicable taxes including service tax of each others share of built up/super built up space/area shall be borne and paid by each of the parties respectively.
- (d) Installation of transformer and substation will be done by the developer at his own cost for the entire complex. Proportionate expenditure for installation of transformer and substation along with availing individual power supply from substation to the units of the land owner will be paid by the land owner or theirs prospective purchasers

Dr. Harishankar Singh

For Harshriya Constructions Pvt. Ltd.
Chetan Kumar Parashar
Director

Ranjana Kumar Senapati

Santya Ranajana Senapati

- (e) It is agreed that in case the party of the first part chooses any of the flat(s) which would be carrying any extra charge like (Preferred location charge) and/or any other extra charge then such charge shall be paid by the party of the first part extra to the party of the second part in addition to her/their getting the land owner's entitlement of share as applicable. Also extra charges like club membership, society corpus fund and maintenance charges etc. shall be paid by the party of the first part additionally to the party of the second part.
- (f) The obligation of the Parties shall be deemed suspended and there shall be no liability for damages so long as and to the extent that the performance of this Agreement by any Party is prevented, hindered, delayed or otherwise rendered impracticable as a result of Acts of God, war, riot, insurrection, labour disputes, strikes, fires, embargoes or other governmental restrictions or for any other reason not within the reasonable control of the Party so affected (any such event, circumstance or condition being "Force Majeure Event"). The Party so affected by a Force Majeure Event shall be excused from its performance of this Agreement for so long as such event shall continue to prevent, hinder or delay such performance.
- g) The name of the project shall be as selected by the Developer.
- h) All disputes and differences of the parties hereto touching the terms of this agreement and its consequential effect and/or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to an arbitrator selected by both the first and second party, who shall jointly appoint the arbitrator and who shall

P. Harshvardhan Senapati

Rajesh Kumar Senapati

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Prasad

Satyajit Nayak Senapati

Director

collectively resolved the dispute in accordance with the provision of the Arbitration and Conciliation Act 1996. All matters/disputes concerning these presents and the development of the said property shall be subject to the jurisdiction of courts at Bhubaneswar only.

- ✓
- i) All letters, notices shall be issued to the parties and dispatched under registered post with A/D to the address furnished in this agreement will be sufficient proof of dispatch of the same to the other party.
- j) All accounts between the parties shall be settled at the office of the developer at 542, Saheed Nagar, Bhubaneswar, Dist.-Khurda (Odisha).
- ✓
- k) The Builder/Developers will construct pump rooms , overhead water tanks and to fit TV antenna or wireless system and elevators/Lifts in or over the said building at their own cost.
- (L) The Builder/Developers may mortgage commercial /residential built up space together with proportionate impartible undivided interest in the land in the project before any bank or financial institution to avail finance except 45% of land owner's share.
- ✓
- (M) The Developer/Builder may offer on lease/rent built up spaces in the project except 45% built up space including the proportionate undivided interest in the said land allotted towards land owner's share.
- n) The benefits and obligations of this Agreement shall not be directly or indirectly assigned or dealt with by the Owner to anyone else without the prior consent in writing of the Developer. The Developer can assign its rights and obligations hereunder to its nominee.
- ✓
- o) The Party of 1st part land owner shall delivered all the original documents in support of the project land to the party of the 2nd part developer on the day of execution of this agreement.

A. M. Haribandhu Senapati

For Harshriya Constructions Pvt. Ltd.
Chetan Kumar Prasad

Director

Ranjana Kumar Senapati

Satya Narayan Senapati

- p) The second party has already been in possession over the schedule land by virtue of registered GPA executed by the first party/land owner in favour of the second party vide GPA ID No.1131605274 dated 17.06.2016 hence no further delivery of possession is required by first party entered into this agreement with the second party/developer.

SCHEDULE OF LAND

Dist-Khurda, PS-New Capital, Hal PS : Khandagiri, No.37, Tahasil-Bhubaneswar, under the jurisdiction of Sub-Registrar Khandagiri, Mouza-Bhubaneswar Sahara Unit No. 19, **BARAMUNDA,**

Khata No-803, Plot No-1147 Kisam- Gharabari-1, area of Ac.0.212 decimals, (Full Plot),

Bounded by

North : Plot No-1142, 2350 & 1143
South : Plot No-2198
East : Plot No-1146.
West : Plot No-1138

Khata No-155, Plot No-1142, Kisam- Gharabari, Area Ac.0.070 decimals (Full Plot)

Bounded by

North : Main Road & Govt. Plot No-1238
South : Plot No-1147 Hadibandhu Senapati (1st Part)
East : 2350 Harshpriya Constructions (P) Ltd 2nd Part.
West : Plot No-1142 Hadibandhu Senapati 1st Part

Total 2 khatas, 2 plots total area Ac-0.282 dec.

Non-refundable security deposit is Rs.5,000/- only.

M. Hadibandhu Senapati

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Dasgupta
Director

Rajon Kumar Senapati

Sudhakar Senapati

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

WITNESSES :

1. Rajan Kumar Senapati
S/o - M. Hadibandhu Senapati
Scripuri Nuasahi
BDSR - 751003


M. Hadibandhu Senapati
17/06/2016

Signature of
First party

2. Satya Narayan Senapati
S/o - M. Hadibandhu Senapati
Scripuri Nuasahi
Bhubaneswar - 751003.

For Harshpriya Constructions Pvt. Ltd.
Chetan Kumar Prasad
Director
17/06/2016

Signature of
Second party

Drafted and Prepared
by me

Advocate, Bhubaneswar.

ପୂର୍ଣ୍ଣ ନାମ: ଭୁବନେଶ୍ୱର ସହର ମୁକତି ନମ୍ବର ୧୯
 ଠିକଣା: କଟକ ମାଜର ସେଟଲମେଣ୍ଟ ଅଫିସ୍
 ଥାନା ନମ୍ବର: ୩୫
 ଗ୍ରାମ: ଭୁବନେଶ୍ୱର
 ତହସିଲ ନମ୍ବର: ୨୩୬
 ଜିଲ୍ଲା: ପୁରୀ

କର୍ମଚାରୀଙ୍କ ନାମ: } ଓଡ଼ିଶା ସରକାରଙ୍କ ଖୋଦ୍ୟାତ ନମ୍ବର ୧
 ଶ୍ରେଣୀକରଣ ବା ଖୋଦ୍ୟାତ ନମ୍ବର

୧। ଖୋଦ୍ୟାତ ନମ୍ବର: } ୮୦୩

୨। ପ୍ରକାର ନାମ, ପିତାଙ୍କ ନାମ, କାତ ଓ ବାସସ୍ଥାନ: }
 ମାତୃକା ହାକିମ୍ମତ୍ ସେନାପତି ଶ୍ରୀ: ମାତୃକା ସେନାପତି
 ସେନାପତି ଜା: କୁମ୍ଭି ବା: କଜର୍ଜା
 NGR 27/85
 Rs 10,000/-
 Acctm. 18/5/02

୩। ସ୍ୱତ୍ତ୍ୱ: } ମୁକ୍ତିପାତ୍ର

କ୍ର. ନମ୍ବର	ଫଳସ୍ୱା	ସେଷ	ନିୟାମ ସେଷ ଓ ଅନ୍ୟାନ୍ୟ ସେଷ ସହ କରୁ ଥାଏ	ମୋଟ	* ୧ମ ସର୍ବନିମ୍ନମାନ ଫଳସ୍ୱାର ବସ୍ତୁର ଶା
୪। ଭେଦ	୧୨୨.୫୦	୧୩୯.୭୫		୧୧୧୧.୨୫	୧୧୧୧.୨୫ ଭୁବନେଶ୍ୱର କଟକ ମୁକ୍ତି ନମ୍ବର ୩୫୦୨୨

୫। ବରୋଧ ଅନୁସଙ୍ଗ ସହ କରୁ ଥାଏ

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Certified to be an extract from the R.O. Rs finally framed and published under the provisions of the O. S. S. Act 1958 and O. S. S. Rules 1962 on... 2-8-007-1969 ... The settled rent shall take effect from the year beginning from... 1 APR-1969 or any earlier date that may be prescribed by Government.

Date: 8 NOV 1988 Assistant Settlement Officer

Binding Space

ପୁଃ ନମ୍ବର ଓ ଚକର ନାମ	କାର୍ଯ୍ୟ	କାର୍ଯ୍ୟର ବ୍ୟୁତ୍ପାଦିତ ଭବନ ଓ ଚୌକି	ରକମ			ମଲ୍ଲକ
			ଏ:	ଖ:	ଗୋଟିର	
୨	୮	୧	୧୦	୧୧	୧୨	
୧୧୪୨	ଘରଘାରି ଏକ	ବାରି	୦	୨୧୨		
<hr/>			<hr/>	<hr/>		
e			୦	୨୧୨		

Bidding Space

ସମାପ୍ତ
୨୦୧୭
୧୫/୧୨/୧୭

ଖତଅନ

ନୌକା ଭୁବନେଶ୍ୱରସହରସ୍ୱଳ୍ପକର୍ତ୍ତୃକମ୍ପୁରୀ ୧୯୯୧ମୁଣ୍ଡା
 ଥାନା ବସୁଙ୍ଗାପାଣିଡ଼ାଳ
 ଥାନା ନମ୍ବର ୩୭

ଭୂସୂଚକଭୁବନେଶ୍ୱର
 ଭୂସୂଚକ ନମ୍ବର ୧୩୬
 ଲକ୍ଷା ମୁଣ୍ଡା

କର୍ମକାରଙ୍କ ନାମ }
 ଓ }
 ଶେଷିଆଟ ବା ଶତଅନର ନମ୍ବର } ଭବିଷ୍ୟା ସୁରକ୍ଷାର ଡେପୋଜିଟ କମ୍ପୁରୀ

୧। ଶତଅନର କ୍ଷମିତ ନମ୍ବର } ୧୫୫

୨। ପ୍ରକାର ନାମ, ସ୍ଥିତିର ନାମ, କାନ୍ଥ ଓ ବାସସ୍ଥାନ }
 ମାଉସୁତି, କୋଡ଼ଗାସୀ ହେଲୋପାଟି ବି. ମାଉସୁତି ଭୁବନେଶ୍ୱର
 ହେଲୋପାଟି କା. ଭୁବନେଶ୍ୱର ମା. ଡକଗାଁ

୩। ଶତ୍ } ସୁଚିତାକ

Binding Space

କାରକର	ଖନଣା	ସେସ୍	ନିମ୍ନାର ସେସ୍ ଓ ଅନ୍ୟାନ୍ୟ ସେସ୍ ସହ କରୁ ଥାଏ	ମୋଟ	୪। ନମ୍ବର ନିର୍ଦ୍ଦାଳ ଖନଣାର ବିବରଣୀ
୪। ଭେସ୍ }	୫୨୨ ୨୫			୫୨୨. ୨୫ ହରିକୃଷ୍ଣ ମାଉସୁତି ଗହଣା ମାତ୍ର	

୬। ବାଣେଶ ଶତ୍ସମ୍ପତ୍ତି ଯଦି କରୁ ଥାଏ }

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8 NOV 1968
 Date --- -- -- Assistant Settlement Officer.

Registered Agreement Of Sale without Possession Deed

Nature of the Document : AGREEMENT OF SALE WITHOUT POSSESSION Volume Number : 96
 Date of Execution : 17/06/2016 Place of Execution : KHANDAGIRI
 Document Number : 11131604729 Registration Date : 23/06/2016

FIRST PARTY DETAILS

Name	Photo	Thumb Impression	Signature
M. HADIBANDHU SENAPATI			

SECOND PARTY DETAILS

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

PROPERTY DETAILS

Sl.No.	District	Village/Thana	Khata	Plot	Property Area	Kisam	Market Value	Sabak Khata No.	Sabak Plot No.
2	KHURDA	BARAMUNDA-1	155	1142	70Decimal	GHARABARI	6580000	Not Available	Not Available

East	West	North	South	Property Transaction Details
2350 HARSHIPRIYA CONSTRUCTION PVT LTD DEVELOPER	PLOT NO - 1142 HADIBANDHU SENAPATI (EXECUTANT)	MAIN ROAD AND GOVT PLOT NO - 1238	PLOT NO - 1147 HADIBANDHU SENAPATI (EXECUTANT)	AGREEMENT AREA AC. 0.070 DEC, FULL PLOT.

Sl.No.	District	Village/Thana	Khata	Plot	Property Area	Kisam	Market Value	Sabak Khata No.	Sabak Plot No.
1	KHURDA	BARAMUNDA-1	803	1147	212Decimal	GHARABARI	5643440	Not Available	Not Available

East	West	North	South	Property Transaction Details
PLOT NO - 1146	PLOT NO- 1138	PLOT NO - 1142, 2350 AND 1143	PLOT NO - 2198	AGREEMENT AREA AC. 0.212 DEC, FULL PLOT.

IDENTIFIER DETAILS

Name	Father's / Husband's Name	Identifier Address	Profession
RANJAN KUMAR SENAPATI		BBSR , DIST - KHURDA	Others

Name	Photo	Thumb Impression	Signature
RANJAN KUMAR SENAPATI			

REMARK DETAILS

Remark
ok



This is a Computer Generated Certificate

ଭାରତ ନିର୍ବାଚନ ଆୟୋଗ
 ELECTION COMMISSION OF INDIA
 ଭୋଟର ପ୍ରମାଣ ପତ୍ର - ELECTOR PHOTO IDENTITY CARD


 RMU0023739

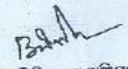


ନାମ : ହାଡ଼ିପାଣ୍ଡୁ ସେନାପତି
 Name : Hadipandhu Senapati
 ପିତାଙ୍କ ନାମ : କ୍ଷେତ୍ରବାସୀ ସେନାପତି
 Father's Name : Khetrabasi Senapati

RMU0023739

ଲିଙ୍ଗ/Sex : ପୁରୁଷ / Male
 ଜନ୍ମ ତାରିଖ/ବୟସ (Date of Birth/Age) : XX/XX/1949
 ଠିକଣା :
 ଗ୍ରାମ/ସ୍ଥାନ - ବିନୟା(ଅଂଶ) ଗ୍ରାମ/ପଞ୍ଚାୟତ -
 ଭୁବନେଶ୍ୱର ଥାନା - ଖଣ୍ଡଗିରି ଜିଲ୍ଲା - ଖୋର୍ଦ୍ଧା

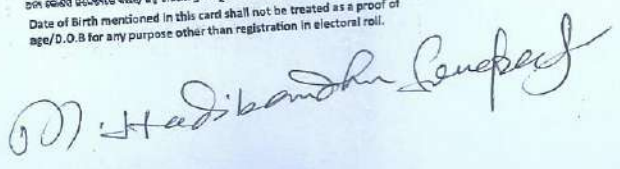
Address :
 Village/Locality - Sirpur (Part) G.P./Town -
 Bhubaneswar P.S. - Khandagiri District -
 Khurda

Date : 21/1/2016

 ନିର୍ବାଚନ ରେକର୍ଡିଂ ଅଧିକାରୀ
 Electoral Registration Officer

114 ଏକାମ୍ର ଭୁବନେଶ୍ୱର ବିଧାନସଭା ନିର୍ବାଚନ ମଣ୍ଡଳୀ
 114-Ekamra-Bhubaneswar Assembly Constituency
 ଭାଗ ନଂ ଏବଂ ନାମ : 39-ୟୁନିଟ୍-8-4
 Part No and Name: 39-Unit-8-4
 ଟିପ୍ପଣୀ/ Note:

ଏହାର କୌଣସି ପ୍ରକାର ସ୍ୱତନ୍ତ୍ର ପ୍ରମାଣ ହେବାର କୌଣସି ଖାତା ନାହିଁ । ଏହାର ପ୍ରମାଣ ନିର୍ବାଚନ ପୂର୍ବରୁ ନାମର ଉପସ୍ଥାପନା କରାଯିବା ଆବଶ୍ୟକ ।
 Mere possession of this card is no guarantee that you are elector in the current electoral roll. Please check your name in the current electoral roll before every election.

ଏହି ତାରିଖ ଉଲ୍ଲେଖ କରାଯାଇଥିବା ତାରିଖ ବ୍ୟତୀତ ଏହା କୌଣସି ଅନ୍ୟ ଉଦ୍ଦେଶ୍ୟ ପାଇଁ ଗ୍ରହଣ କରାଯିବ ନାହିଁ ।
 Date of Birth mentioned in this card shall not be treated as a proof of age/D.O.B for any purpose other than registration in electoral roll.


 Hadipandhu Senapati