

गोडिशा ODISHA

Notary, Govt. Of India Odisha, BESR, Dist-Khur 50AA 163427

Regd. No.-7791/2009 Mob:- 9861006174

AGREEMENT (MUTUAL UNDERSTANDING)

THIS DEED OF AGREEMENT MADE on this12th day of June, 2020at Bhubaneswar.

BETWEEN

SMT. LAXMIPRIYA SAHOO, aged about 63 years W/o Kailash Chandra Sahoo, By profession-Housewife By Caste-Sundhi, resident of At/-Hanspal, P.O.-Naharkanta, P.S.-Mancheswar, Odisha (hereinafter referred to as the "OWNER" which expression unless excluded by or repugnant to the subject or context shall include their legal heirs, successors, representatives and other

assigns,) of the FIRST PART.

Kauxash Ce. 20x -Suchidra Salvoo Sumitra Salvoo Sabitri sahoo

lyadeep Louser PARTNER

N.K. SAHOO Stamp " Gaefeep Threker

Jagyneswar Acharya Jagyneswar Acharya Notary, Govt. Of India Notary, BBSR, Dist-Khurda Odisha, BBSR, Dist-Khurda Regd. No.-779112009 Regd. No.-779112009 Mob:-9861006174

Sam CONSTRUCTION

Ashaleda Sahor Tutoni Souhor

Sumitera Sahao Sabiteri sahoo

## <u>AND</u>

M/S **ESSEN** CONSTRUCTION (PAN-AACFE0760H) registered Partnership a Firm having its registered office at S-2/A-42, Mancheswar Industrial Estate, Bhubaneswar, P.S. Mancheswar, Bhubaneswar, Dist: Khurda, PIN-751010(Odisha) represented through its Partner SRI PRADEEP THACKER now aged about 54 S/o Late Manilal Thacker (Mob No-9937067936) (AADHAR No. 6448 1015 6080) byCaste: Vaysya, By profession: Business, (hereinafter referred to as the "Builder/Developer" which expression unless excluded by or repugnant to the subject or context shall include its partners and their legal heirs, successors in business, executors, administrators, representatives and other assignees) of the OTHER PART.



Jagyneswar Acharya
Jagyneswar Acharya
Notary, Govt. Of India
Notary, BESR, Dist Khurda
Odisha, BESR, Dist Khurda
Odisha, BESR, Dist Khurda
Nobi-9861096174

## NAME OF THE CONSENTER

(1). SMT SUCHITRA SAHOO aged about 40 years Arjun Sahoo,(2). **SMT SUMITRA** aged about 38 years W/o Pratap Saho,(3). SMT **TULASI** SAHOO aged about 36 years W/o Raghunath Saho,(4). SMT SABITRI SAHOO aged about 34 years W/o Himanshu Sekhar Barik, 5. SMT LALITA SAHOO aged about 32 years W/o Krushna Chandra Sahoo,(6). SMT ASHALATA SAHOO aged about 30 years W/o Basant Kumar Sahoo,7. SMT RUK'M] AI] SAHOO aged about 28 Dillip & Sahoo, all are daughters of years W/o Kailash Chandra Sahoo & Laxmipriya Sahoo and (8). SRI KAILASH CHANDRA SAHOO, aged about 65 years S/o Lokanath Sahoo all are residents of At/- Hanspal ,P.O.-Naharkanta, P.S.-Mancheswar, Odisha(hereinafter referred to as the "CONSENTERS" which expression unless excluded by or repugnant to the subject or context shall include their legal heirs. successors. epresentatives and other assigns,)

Sunitra Sahoo Sabitra Sahoo

Jagyneswar Acharya Notary, Govt. Of India Odisha, BBSR, Dist-Khurd Regd. No.-778-1/2009 Mob:- 9861006174

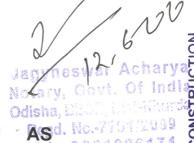
Whereas the property mentioned in the scheduled below situated in the Dist-Khurda. Tahasil: Bhubaneswar, Mouza: Naharkanta Under Khata No- 609/122, Plot No. 1413 area Ac0.070 dec & Plot No. 1414 area Ac0.230 dec stand recorded in the name of First party and she is in peaceful possession over the same without any dispute.

The above named Consenters are the daughters of the First party /Land owner.

AND whereas the "Builder/Developer" having wide experience and expertise in building/developing such apartment in Bhubaneswar town and elsewhere, negotiated with the owner promote develop to and the Apartments/independent duplex unit/s on the scheduled land entirely at the cost of the Builder/developer subject to the terms and conditions set forth hereinafter in this covenant.

Suchitra Sahoo





OW THIS INDENTURE WITNESSETH FOLLOWS:

- There will be an apartment building constructed by the builder on the scheduled plot; with ground and suitable number of floors of residential space as allowed by BDA/ BMC /appropriate authority norms.
- As a first step the Land Owner will get the plot vacated from the tenants as soon as possible and will try her best to get it vacated by 30<sup>th</sup> November 2020.
- The builder to take up plan approval with BDA / BMC/appropriate authority for plan approval of apartment building on the scheduled plot.
- 4. The construction of the proposed building will be completed/finished in a phased manner within 36(thirty six) calendar months from the date of RERA registration (after having received BDA /BMC approval). The particulars of such approved/sanctioned plan would form part of this agreement.

Suchitha Sahoo Sumitra Sahoo Sabetra sahoo

Rukanin, gahalalita galoo



Jagyneswar Acharya Notary, Govt. Of India Odisha, BBSR, Dist-Khurda Odisha, BBSR, Dist-Khurda

- The Builder/Developer shall construct the apartmentegd. No.-7791/2899 5. building according to the plan and permission and shall not construct any illegal or unauthorized/defective units resulting any unprecedented event and if they do so it would be entirely at their cost and risk and the owner shall not be liable for any consequence occurring from such illegal Act.
- Towards consideration, the land owner would be 6. allotted 40% of super built up/saleable areawith land thereto along with the appurtenances including the approach road, common facilities, amenities, parking area etc. and the Builder/Developer (party of the second Part) would be entitled to balance apartments (60%) on this plot, i.e. the remaining construction and the appurtenances towards their consideration namely; approach road, common 🖠 facilities, parking area and the Builder/Developer will be at liberty to sell/transfer/assign the balance constructed space or constructed areas in the duplexes of his share of constructed area with appurtenances only after handing over constructed units to the land owner.

Suchitha Sahoo Sumitra Sahoo of Sabitro Sahoo

Page 6 of 20

12,6,00 Jagyneswar Acharya Notary, Govt. Of India

Regd. No.-7791/2009

- of the disha, BBSR, Dist-Khurda That it is the duty and responsibility 7. Builder/Developer to procure purchaser for his Mobil- 9831006174 share of apartments and the Builder/Developer shall be free to procure them and execute similar agreements with them from time to time for his share of apartments without keeping any deceitful intention in mind.
- 8. It is further agreed that the Builder/Developer shall have no objection to the Ownership of that 40 % of saleable area which is allotted to the owner. If the owner intends to sell theapartments so earmarked. then the Owner can do so at his free will and choice, not depending on the Builder.
- It is further agreed that the Builder/developer will be 9. at liberty to dispose of by sale of his share of the apartments and give possession of such apartments as stand constructed by the Builder/Developer to which the Owner shall have no objection for such sale (after allotment the proportionate Land along with constructed units to the land owner) and / Builder / Developer shall appropriate full amount of the consideration money paid by the intending purchaser towards the expenditure incurred by the Builder/Developer for this purpose and the owner shall execute an irrevocable General power of attorney in favour of the Developer authorizing to sell and give possession of his (2nd Party's) share of apartments and appertunces thereto.

Page 7 of 20

Jagyneswar Acharya Notary, Govt. Of India Odisha, BBSR, Dist-Khurda Regd. No.-7791/2009

- 10. It has been further agreed by and between the parties herein as follows:
- 11. That in consideration of the aforesaid terms and conditions the Builder/Developer further agreed to pay an amount of Rs. 16,56,805 lacs(Rupees Sixteen Lacs fifty six thousand eight hundred and five only only) as non refundable interest free advance to the land owner. Of these consideration of Rs. 16,56,805, an amount of Rs.4.74 Lacs is being given at the time of signing of this agreement. This amount of Rs. 4.74 Lacs is being given in shape of Cheque No. 831897 dtd 12.06.2020 of State Bank of India in favour of Kailash Chandra Sahoo. This Cheque will be banked on the day the Power of Attorney is registered by the Land Owner in favour of the second party(builder). Further, the balance amount of Rs. 11,82,805( that is total one time premium of Rs. 16,56,805/- less the above cheque payment of Rs. 4,74,000/-, that Rs.11,82,805 will be paid at the time of hand of vacant plot.
- 12. The Owner or any person claiming under him/ her shall not interfere with the quite and peaceful construction of said premises by the Builder/Developer.
- 13. The Builder/Developer by virtue of an irrevocable power of attorney to be given by the Land Owners shall receive consideration from prospective buyers and execute Regd. sale deed and handover possession in respect of the constructed area as

Ashaleda Sahoo Tulosi Seuhoo

> Sumitra Sahoo Sabitri Sahoo Lalita Sahoo

Page 8 of 20

Jagyneswar Acharya Notary, Govt. Of India

well as super built-up area coming in his share, sign ha, BESR, Dist-Khurda the map or plan and other papers that may be 9861006174 required and shall also sign all other papers and documents as may be required or be necessary for the purpose of getting the said sanction/approval and also for obtaining all necessary approvals.

- The developer undertakes to keep the owners indemnified against all actions, suits, claims proceeding which may trigger of any action of the developer pertaining to the development of the said premises and /or in the matter or construction of the said building and for defect in the construction thereof.
- The developer also indemnifies the owner from all damages claims. or expenses payable consequence of any injury to any labourer, employees, workman, nomine, invitee, while in or upon the said premises.
- The Owner has further agreed as follows:
- Not to sell, transfer or mortgage or change or encumber or alienate the said premises or any part thereof except the portion allocated to him in this agreement.

Not to enter any agreement for development in respect of the said property with anybody else, during the agreed period or in other words when this

Page 9 of 20

agreement is in force i.e. up to the period of 36 (thirty six)months from the date of obtaining registration of RERA after final B.D.A/BMC /appropriate authority approved plan.

- 19. Not to do any act, deed or things whereby the Builder/developers may be prevented assigning and/or disposing and giving possession of any of the Builder/Developer's allocated share in the proposed project/apartments on the said premises.
- 20. It has been agreed by the Builder/Developer that the builder would complete construction of all the apartments as per the approved plan within 36 months from the date of obtaining registration of RERA after final B.D.A/BMC / Appropriate Authority in accordance with the approved plan unless prevented by reasons beyond the control of the developer Viz. Earth Quake, Civil commotions and litigations.
- 21. It is further agreed that if the builder fails to deliver the owner's allocation within the said period of construction, then the owner can claim suitable monthly rent from the builder subject to a maximum ace period of six months.

Page 10 of 20

Jagyneswar Acharya

Jagyneswar Acharya

Notary, Govt. Of India

Notary, BBSR, Dist-Khurda

Odisha, BBSR, Dist-Khurda

cel the egg. No. 7791/2009

22. The land owner also reserves its right to cancel the legd. No. 7791/2009

power of attorney in the event of breach of any of the terms and conditions by the developers 2<sup>nd</sup>

party.

**FOUNDATION &** 

**SUPER STRUCTURE: Reinforced Cement Concrete** 

meeting

earth quack resistant norms

**WALL:** 

**Brick Masonary** 

ROOMS:

Floor: Superior Vitrified

Tiles(24"x24")

**Dado: VITRIFIED TILES** 

KITCHEN:

Floor: Antiskid Tiles

Platform: granite

**Dado: Glazed Tiles (Two Feet** 

above

Platform)

Sink: Stainless Steel Sink-DOUBLE BOWL WITH DRAIN

**BOARD** 

**TOILET:** 

Floor: Antiskid

Dado: GLAZED TILES (7Ft floor level)

W.C: EUROPEAN

**WASH BASIN:** 

Ceramic -1 in each bathroom

& dining

WASH BASIN IN DINING AREA WITH 2Ft. Ht TILE;

FACE MIROR AND TOWEL

RAIL;

Chromium Plated of premium brands only

AGINESNIR ACHORA
REGO NO KHUROA

In a feet Thather PARTNER

Page 11 of 20

12°6-200 Jagyneswar Acharya Notary, Govt. Of India

WINDOWS: Windows (glass fitted) High Quality Aluminium BESR, Dist-Khurda

Mob:-9861006174

DOORS: SHUTTER: with MS safety grill

Frame: Sal Wood

Flush door with decorative teak veneer on both sides of

the front door + front side of

other doors.

INTERNAL FINISHES: P.OP.; Primer With Plastic **Emulsion Paint** 

**EXTERNAL FINISHES: External Emulsion** Paint (WEATHER PROOF PAINT)

**ELECTRICAL:** 

Concealed wiring and

**Modular Switches 1 Power** 

Point in each bed room.

kitchen, toilet.

TV/TELEPHONE POINT: One in bed room + one

in dining room.

D.G:

Power back up for both common

area as well as for individual flats.

SECURITY: Gated community + C CTv.

23. The proposed apartments will have the following minimum specifications:

24. That the Owner of the First Part or his prospective purchaser, on completion of the duplexes in all respect, will bear the proportionate cost of common part of the maintenance expenses like electricity and water charges, sweepers salary, watchman's salary and other common expenses, which will be decided by all the flat Owners.

EN CONSTRUCTION

Page 12 of 20

Jagyneswar Acharya Notary, Govt. Of India Odisha, BBSR, Dist-Khuros Softward No.-7791/2009

- 25. Deposit towards society formation, corpus funds of open and the same will be borne by the Developers of the Second Part to the extent of the builders share and the same will be borne by the Owner proportionate to his/her share/or purchasers of the Owner's share.
- 26. It is further agreed that, the land owner will bear all taxes, like Income Tax, Capital Gains Tax by the land owner &GST (presently 5%)and any other tax applicable now or in future with respect to the apartments being allotted over to the owner.
- 27. The Owner will be in no way be responsible for construction of the apartment building over the schedule land. Any illegal or unauthorized construction made on the apartment building if any made by the Developer, the Builder/Developer shall be held responsible for fine and punishment.
- 28. The Owner shall deliver the peaceful and vacant possession of the said premises to the Builder/Developer as soon as possible and try to get it vacated latest by 30<sup>th</sup> November 2020.
  - 29. The Owner will hand over theoriginal title deed, all other relevant documents to the authority, advocate, Builder/Developer as and when required by them for the purpose legal verification.



Suchitua Sahoo sabe

PARTNER PARTNER

Page 13 of 20

Jagyneswar Acharya Notary, Govt. Of India Notary, BESR, Dist-Khurda

- Owner hereby gives the Builder/Developer 9861 exclusive right to construct apartment on the portion of the land mention in the schedule and as per the approved plan of B.D.A./BMC/ appropriate Authority.
- 31. That notwithstanding any clause, the Builder/Developer shall not modify the plan of construction of the apartment building, until and unless, it is duly approved by the B.D.A. /BMC/ Appropriate Authority.
- 32. That it is further agreed by and between the parties that in case of acquisition of the said land the compensation will be receivable by the Owner and/or apartment or any part thereof by the public authority, the compensation receivable by the Owner or the Builder/Developer or the purchaser as the case may be shall be apportioned among them (between the owner and the builder), subject to condition, if the super built up area as planned is completed and divided between themselves as per agreed proportion.
- That it is further agreed that with the execution of these presents and for the purpose of giving effect to this agreement, the Owner will execute and register an irrevocable power of attorney in favour of

Sumitara Saha

Page 14 of 20

Jagyneswar Acharya Notary, Govt. Of India Odisha, BBSR, Dist-Khurda Odisha, BBSR, Dist-Khurda

the Builder/Developer authorizing them to constructed the proposed duplexes and to store materials and to construct shed for the labourers and to submit plans, with the concerned authorities, and to do other things which are necessary for construction of the proposed apartment. The irrevocable power of attorney to be executed by land owner in favour of the developer will authorize the developer to enter into agreement or arrangement with prospective buyers for sale and delivery possession of apartments and also to receive consideration due on them on the share of apartments allotted to the builder / developer or the 2<sup>nd</sup> party.

- 34. That the Owner shall at the request of the Developer, execute such other documents, papers memorandum and deeds in furtherance of these presents which the Builder/Developer may require from the Owner for smooth and expeditious construction of the proposed duplexes, except deed of mortgage, creating any charge over the land.
- 35. That the Owner shall also authorize the Builder/Developer by the said proposed irrevocable power of Attorney to do all other acts, deed, and things at the instance of the Builder/Developer, whenever necessary to obtain approval permission or sanction of any public or statutory body, as may be required for the construction of the proposed apartments.

Kaelberh Ch. Sahu Sumitra Sahoo Sabitrie Sahoo

FESTEN CONSTRUCTION

PARTNER

WERE

CACHOD

Page 15 of 20

2/2/6/20

Jagyneswar Acharya Notary, Govt. Of India Odicho RESS. Dist-Khurda

- 36. PROVIDED ALWAYS: that the Builder/Developer shall bear all cost and expenses for all such documents, letter, papers memorandum etc. shall deposit requisite fees and obtain refund of fees and appropriate the same without any way being answerable to the Owner for the same.
- 37. That the Owner / 1st Party member hereby agrees that they shall not do anything in regard to the said premises, whereby the right of the Builder/Developer to undertake construction of the proposed apartment and to dispose of the said duplexes is prejudicially effected and/or construction be delayed or disturbed in any manner of what-so-ever nature.
- 38. That it is clearly understood by and between the Owner and the Builder/Developer that the Developer shall be entitled to assign the right of construction at the risk of the Developer entirely in respect of the proposed building on the said property to any person the builder may so desire;
- That it is clearly understood by and between the Owner and the Builder/Developer that the Developer shall be entitled to take additional land adjoining the land of the Landowner so as to expand and improve the project. In such case, Pandowner's interest will remain unaffected / protected and he shall get his share as per agreed terms as per the proportion of his land out of the total land.

Ashulata S Tulasi Sa

Suchitua Sahoo Sumitra Sahoo Sabétra sahoo

ESSEN CONSTRUCTION

Place Partner

Cando

Page 16 of 20

Cagyneswar Acharya Notary, Govt. Of India Odisha, BBSR, Dist-Khurua

- 40. The Builder/Developer hereby undertakes that they Regd. No. 779 1/2009 shall keep the Owner indemnified and keep him harmless against all third party claims arising out of any act or omission on the part of the Builder/Developer, their agents, men or labourers during the construction of the proposed apartments.
- 41. That at the time of allocation of the Owners share, that is, 40 % of the apartments the same will be allocated from all sides, and all type and height proportionately.
- 42. That it is mutually agreed by and between the parties that the owner and developers will be allotted completed apartment in view of their respective shares of area and in case of incomplete apartment falling in the land owners share, the owner and the developer will jointly sale this one apartment and share the proceeds in proportion of their respective share.
- 43. That, in future agreed by and between the parties that in case of acquisition of the said land the compensation receivable and /or apartment or any part thereof by the public authority the compensation receivable by the owner builder/developer or the purchaser as the case may be shall be apportioned among them (between the owner and builder)subject to condition, if the super built up area as planned is alreadyunder

Kæilast er sha SUChitre Sahoo Sumitra Sahoo Sabetri sahoo

ESSEN CONSTRUCTION

PARTNER

WERTON

Page 17 of 20

Jagyneswar Acharya Kotary, Govt. Of India Odisha, BBOR, Bist-Khurda S asRegd. No.-777412693 Mobi: 9881000174

construction and divided between themselves as Regd. No. 170 170 per agreed proportion .

- 44. That in case of any natural calamities such as flood, heavy rain, cyclone, earth quake, etc. or any other unrest. any Government Policy enactment of any law, order of the Court etc. for which any situation arises, so as to make the situation beyond control of the Developer to continue the construction work the time period for completion of the work shall be extended by that time period, provided further that for willful, deliberate and intentional delay caused in taking up construction work of the apartment, beyond the above period the Developer shall be liable to pay interest on the cost of the total share of the owner @ 18% per annum.
- 45. That the Builder/Developer shall be entitled to take any partner for smooth execution of the construction work and share the benefits whatsoever, without adversely affecting the Owners interest.
- 46. That as at present the land comes under yellow zone permitting residential building with base FAR of 2. In case the law permits, additional construction beyond 2 FAR is permitted by BMC / BDA. In case additional construction beyond 2 FAR is taken up, the cost of the additional FAR + EWS will be borne by the Land Owner and Builder to the extent of their individual share. In case any Act / Rules / norms / provisions / acts / orders of the government bans construction on this plot than the landowner will return the sums of money received by him under this agreement.



Kaellerh Chi Sakus Suchitma Sahoo Sumitma Sahoo Sobetmi Sahoo



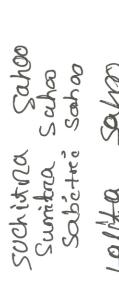
Page 18 of 20

Lagynleswar Acharya Notary, Govt. Of India Odisha, BODA, Diabithurda Regd. No. 7734/12009

- 47. That the time period for competition of the apartment in all respect, is for 36 (thirty six) months from the date of obtaining registration from RERA after final B.D.A/BMC/ appropriate authority approved plan and shall be extended for such time period in writing as may be mutually decided/agreed by the Owner and the Builder/Developer.
- 48. That if in future at any point of time anybody from the side of the 1<sup>st</sup> Party raises any dispute causing loss to the 2<sup>nd</sup>Party, and then the amount of loss be well compensated through share of the 1<sup>st</sup> Party to the 2<sup>nd</sup> Party.
- 49. That the Court at Bhubaneswar alone shall have jurisdiction to adjudicate dispute, suit and proceeding arising out of this agreement.

## **SCHEDULE OF PROPERTY**

Dist: Khurda, Tahasil – Bhubaneswar, P.S,-New Capital P.S No-27 Mouza:Naharakanta, under the Jurisdiction of Dist. Sub Registrar, Khurda, Bhubaneswar, Stitiban Khata No – 609/122 (Six Hundred Nine/ One Hundred Twenty Two), Plot No-1413(One thousand Four Hundred Thirteen) measuring an Area Ac0.070 dec. & Plot No.1414 (One thousand Four Hundred Fourteen)measuring an Area Ac0.230 dec., Total area of one Khata Two Plots Ac 0.300 decimals Kissam Biali Do Fasal





881006174

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

**WITNESSES** 

1. Bhogaban Behing Bala Bi HariBe Lesa Poltni 1497. A/2 Sastoni Nagar unit-4, B.BBR

First Party (Owner)

2. Marasa Raman pal
Plot no. 1081
Say lunga Nasan
Po. Bhushwanicelon

ESSEN CONSTRUCTION

Second Party (Builder/)

. Suchistna sahoo

. Sumibrea Sahes

· Sabetra Sahoo

· Lalita Sahoo · Ashalata Sahoo

**CONSENTERS** 

Rukonini Qahoo Kailash Ch. Sohow

Drafted and prepared by

Executed in

Advocate, Bhubaneswar

Presence of Witness



Page 20 of 20 1006174