

2021.

#### **BETWEEN**

Sri. Fakir Charan Jena, aged about 87 years, 1) S/o: Late Kirtan Jena, having Aadhar no. 2478 ু 9651 7011. Pan no- AVUPJ1902H

Sri. Pramod Jena, aged about 53 years, S/o: 3 2) Fakir charan Jena, having Aadhar no. 8823 9829 9762. Pan no- AFVPT4770Q

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- 3) Sri. Pralay Kumar Jena, aged about 48 years, S/o: Fakir charan Jena, Having Aadhar no. 2101 9567 5516. Pan no- AQJPJ1968M
- **4) Smt. Prativa Patra,** aged about 43 years, W/o: Shri Ajit patra Aadhar no.-2286 0325 4272 Pan no- DGTPP2858H
- 5) Smt. Renuka Jena, aged about 49 years, W/o late Pratap Jena, Having Aadhar no. 6383 6358 1717
- **Miss. Monika Jena,** aged about 22 years, D/o late Pratap Jena, Having Aadhar no. 3324 8380 1909

All resident of Plot no. 831 Korodakanta, Jharpada, Bhubaneswar dist –Khurdha.

being the legal heirs of Late Shri Kirttan Jena and Late SmtParbati Jena W/o Late Shri Kirttan Jena, hereinafter referred as "**THE OWNER**, which expression unless by or repugnant to the subject or context shall deem to mean and include his/their legal heirs, successors, representatives, administrators, executers and assignees of the FIRST PART.

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"M/s MOTWANI CONSTRUCTIONS Pvt Ltd", a Registered Firm incorporated under Indian ......Act, 1932 having its, registration .U701000R2008PTC010136, PAN AAGCM2496K, having its office at. Ground floor Plot no. N/4-229, irc village, Nayapalli, Bhubaneswar, Pin- 751015, Dist.-Khurda represented through its directors Pankaj Motwani, aged about 33 years, son of Shri Dilip Kumar Motwani, & 2) Mr. Manas Motwani, aged about 30 years, son of Shri Dilip Kumar Motwani, hereinafter referred as "THE DEVELOPERS / SECOND PARTY ( which expression unless by or repugnant to the subject or context shall deem to mean and include his/their legal heirs, successors, partners, representatives, administrators, executers and assigns of the SECOND PART/ DEVELOPER.

**WHEREAS** FIRST PARTY AND THE SECOND PARTY exchanged relevant documents and after investigation is being satisfied enters into this agreement being confirmed by the confirming parties.

WHEREAS First party is absolute owner & possessor of plot No. 566 Admeasuring area Ac. 3.000 dec. (i.e 93.25 % out of total area Ac.3.218) ie 130680 sq.ft Approx. at mouzakoradakanta, Bhubaneswar. That First party has acquired the aforesaid plot inheritance from Late Kirtan Jena who had the title Rights vide ROR meaning no-73. The legal heirs of Late Kirtanjenaie Mrs. Parbati Jena W/o-Late Kirtan Jena & Mr. Fakir charan Jena S/o-Late Kirtan Jena aged about ... years, got it mutated in their

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The legal heirs of Late Kirtanjenaie Mrs. Parbati Jena W/o-Late Kirtan Jena & Mr. Fakir charan Jena S/o-Late Kirtan Jena aged about ... years, got it mutated in their name vide mutation case No 2896/96. Mrs. Parbati Jena also died on 20.01.2009 there after Mr. Fakir charan Jena got it mutated in his name vide corrected ROR No 459/382 dt. 25.11.2009 vide OLR CASE No. 3731/09 and now we i.e, the first party no. 1 is the legal heirs of Late parbat Jena & Late Kirtan Jena. This plot will used as in the project.

The following is the boundaries of the scheduled land .

East Plot No 569

north plot no. 565

West Plot No.295

west mouza boundary

AND WHEREAS Mr. Fakir charan Jena S/o Late kirtanjena, along with Mrs. GunaMaharana D/o Late ChakradharMaharana is The absolute owner & possessor of plot No- 295 admeasuring an area Ac 0.149 dec (i.e.50% out of total area Ac 0.299) ie 6490 sqftapprox at Mouza- Koradakanta Bhubaneswar as per ROR bearing NO 106 dt 26/01/1979 having equal share rights. Out of the said shares Mrs. GuneMaharana had sold her share to Mr. Chandrashekharjena S/o Late arjun Jena and balance 50% share remained in the possession

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of Mr. Fakir charan Jena and as per ROR record Mr. Fakir charan Jena has acquired the aforesaid plot inheritance from Late Kirtan Jena who had the rights vide ROR bearing no. 106. The Legal heirs of Late Kirtan Jena i.e. Mrs. Parbati Jena W/o Kirtan Jena & Mr. Fakir Jena S/o Late Kirtan Jena aged about 74 years got it mutated in their name vide mutation case no. 2894/96.

Mrs. Parbati Jena also died on 20.01.2009 and now we have I.e. first party are the legal heirs of Late Kirtan Jena and Late Parbati Jena, inherited all rights of ownership. Further Mr. Fakir charanjena and the legal heirs of Mrs. Parabati jena sold Ac. 0.108 dec out of Ac.0149dec and out of which mr Fakir Chandra jena had sold Ac 0.108 Dec to said MR Utchabmaharana , MrPitabasaMaharana and Mr. Hrudanandamaharana vide sale deed no 11081402829 dated 07/03/2014 and balance 0.042 decimal still stands with of Mr. Fakir Chandra Jena and same will be used as road

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East Plot No 566

north 50 % of plot no. 595

West Plot No.294

west mouza boundary

WHEREAS 1) Mr Fakir Chandra Jena, 2) Mr. Pralay Kumar Jena 3) Mr. Pramod Kumar Jena and 4) Late Pratap Jena had purchased the land Admeasuring area Ac. 0.120 out of total area Ac.0.843 dec from khata no-399 and plot No. 294 at mouzakoradakanta, Bhubaneswar from Mr Uchab maharana, Mr. Pitabasa

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Maharana and Mr. Hrundananda Maharana vide sale deed no 11081402830 on 07/03/2014. Later the first party got it mutated on their name so the new khata no after mutation was changed to 459/1731 and the new plot no after mutation was changed to 294/3809. But after the Death of one of above Mentioned owner Late Pratap Chandra Jena his Legal Heir I:e Father Mr Fakir Chandra Jena, Wife Smt. Renuka Jena, And Daughter Smt. Monika Jena with Mr Fakir Chandra Jena, Mr. Pralay Kumar Jena, Mr. Pramod Kumar Jena are absolute owner & possessor of the above mentioned land and same will be used as road.

The total consolidated area of these three plots shall be as under:

KHATA NO. 459/382 ,Plot no. 566 (93.25%) Ac 3.000 KHATA NO. 106 Plot no. 295 Ac 0.042 KHATA NO. 459 ,Plot no. 294/3809 Ac 0.120 /1731

Total Area

Ac 3.162

WHEREAS the said premises is free from all sorts of encumbrances, charges, despondence, attachments, s trusts whatsoever or howsoever and the owners have full power and absolute authority to deal with the same in the manners as may think proper having right, title and interest.

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**WHEREAS for** the purpose of development of the said premises the owner (1st parties) have agreed to give an exclusive right of development on Ac 3.162 dec. of complete the construction work of the project by giving exclusive right of development to the 2<sup>nd</sup> party (Builder) and shall handover all Original land document of schedule land and the approval and certificate there on to the 2<sup>nd</sup> party for the consideration with terms and condition here in after.

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

- 1. The owners have represented to the Developers as follows:
- a. That, the said property is in the Khas possession of the owner and there is no trespasser or occupier, on the said premises or any portion thereof.
- b. That, the owners are not holding any of excess vacant land within the meaning of the Urban Land (ceiling and Regulations) Act, 1976.

c. That non-other than the owner have any claim, right, title, interest and / or demand over and in respect of the said premises or any portion thereof.

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- d. That the said premises is free from all sorts of encumbrances, charges, liens, despondence, attachment, trust acquisition, requisition, alignment whatsoever howsoever.
- 2. That in consideration of the owners having agreed to grant the exclusive right of development of the said premises, as herein provided and relaying upon the aforesaid representations and believing the same to be true and assigned on the faith thereof. The developer has agreed to obtain the exclusive right of development of the said premises and in consideration on thereof, the Owner will get the share of construction area of **36%(THIRTY SIX PERCENT)** of the total Permissible construction area to be constructed (which includes carpet area, internal walls, balconies, common area, area and common facilities from construction area to be constructed over the scheduled plot) towards consideration of the same. The second party will get rest 64% (SIX FOUR PERCENT) of the total Permissible construction area to be constructed as their share towards construction of the total project thereon (moreover will be prescribed in the share allotment agreement to be executed after obtaining approval from the concerned development authority) and complete the project according to the plan approved further its agreed by both the parties that 2<sup>nd</sup> party will be in liberty to change the plan within the frame work

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3. THAT further it is decided that if any T.D.R is purchased from the authority above the permissible area by depositing fees towards it to authority by the second party builder then in that case the First party land owners will get 20% (TWENTY PERCENT) of the additional construction area purchased (which includes carpet area, internal walls, balconies, common area, parking area and common facilities from total construction area to be constructed over the scheduled plot) towards consideration of the same. The second party will get rest 80% (EIGHTY PERCENT) of the additional construction area purchased as their share towards construction of the total project thereon. That

4. That the second party shall pay Rs 30,00,000.00 (Rupees Thirty Lacs only ) to the members owners of the first party on the date execution of this agreement as refundable security. The same refundable security amount will be adjusted with the share of the first party @ Rs 3000.00 per sft(Rupees Three Thousand per square feet)

5. That the builder has the right to develop and prepare necessary plans and to take necessary steps for approval right to deal with the land and can prepare and implement any housing scheme in respect of these with provision of internal roads, lightening, sewerage and

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other amenities in consonance with the law governing such construction and the builder shall have the right to file application, submit layout plans, building plans and shall be responsible for deposit of required fees and do all things which may be necessary for completion of the project.

- 6. That in the event of any loss or damages incurred due to any dispute over the title and ownership of the land or the possession there on the same will be compensated by the First party to the Builder.
- 7. That the project shall be completed within the stipulated time of 60 months from the date approval from BDA & ORERA. Unless prevented by reason beyond the control of the developers viz any legal obstacle form Legal or approval authority of building plan earthquake, retaining of cement, rods, etc.

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# **TERMS AND CONDITIONS OF THE OWNERS:**

1. The owner's share will be decided with mutual understanding (Falling all height & all side overall block proportionately) before the commencement of work through a share allotment agreement which will considered as an addendum to this agreement. And shall be provided by equal amenities as other owners of flat.

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2. That the share of the first party will be 36% (THIRTY SIX PERCENT) of the total permissible construction area and 20%(TWENTY PERCENT) of the Extra T.D.R Purchased by the Second Party Builder if which includes carpet area, internal balconies, common area, parking area and common facilities and share of second party will be Remaining of the super built up area which includes carpet area, internal walls, balconies, common area, parking area and common facilities, the first party if desire to dispose any part of his share than that shall be not more than **36%(THIRTY SIX PERCENT)** of the total permissible construction area and 20%(TWENTY PERCENT) of the Extra T.D.R Purchased if any (deducting any area surrendered by the first party to the second party) and shall be confined to share allotment agreement and same with the second party.

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3. That the first party shall be a part of the society to be formed after completion of building. The first party shall pay the society maintenance charges and corpus funds to the society as and when charged by the society, irrespective of the flats being occupied.

4. That the First Party will pay all the charges. i.e one year maintenance charges and one time corpus fund, Meter Charges and proportionate GST, Infrastructure fund, cess and other taxes as prescribed by the

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government from time to time. For sake of an example on this date the government charges are 1) 5% GST Charges, 2) 1% Infrastructure Fund to the proportionate construction and land cost, 3) 1% Labourcess to the construction cost & 4) Shelter fund in absence of EWS Housing for the project to the second party only for the unsold flats of his share or shall collect the same from the intending purchasers and deposit with the second party of the sold flat/s of his share.

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5. That it is further agreed that after execution of this agreement and till completion of the units the developer shall have to pay the revenue rent and holding tax of the land and the electricity bill, water etc. The Builder should keep informed to the owner with regard to the day-to-day development thereof.

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- 6. It has been agreed by and between the parties herein as follows:
- a. That the owner or any person claiming to them shall not interfere with the construction activity at site.

b. That the owner shall not do or cause to do any act / deed or things concerning the property whereby the rights of the builder undertaking the development work is hampered or disturbed.

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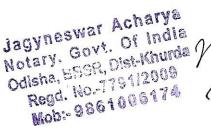
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- The owner shall sign the map or the plan and other papers as may be required and shall also sign all other papers, documents as may be required or be necessary for the purpose for getting the said sanction and obtaining all necessary for the purpose for getting the said sanction and obtaining all necessary approval.
- d. For the purpose of giving effect to this agreement the owner shall execute a registered general power of attorney in the name of the developer firm which shall remain irrevocable and within the limits of the authority aforesaid and the scale provided by the agreement date.
- 7. The owner has further agreed as follows:
- Not to sell, transfer or mortgage or charge or encumber or alienate the said premises or any part thereof except the portion allocated to him in this agreement.
- b. Not to enter into any agreement for development in respect of the said property with anybody else.
- Not to do any act, deed or thing whereby the developer may be prevented selling assigning and / or disposing of any of the developer allocation portion in the building/units or at the said premises.

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The owner shall deliver the peaceful possession of an Canting the Park Light of Miles of the Park Light of the Park L the said premises to the developer.

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- e. The owner will be no way responsible for any defective construction of the building
- 8. That the Second Party shall complete the building as per the norms of the concerned development authority as per the amenities and specifications mentioned below.
- 9. That the second party agreed that if the said project is not completed within the stipulated period of 60 months from the approval of ORERA then the second party shall be liable to pay monthly rent of Rs.1,00,000/- to the first party against the owners allocation till the entire project is completed.

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### **Amenities & Specifications:**

□ R.C.C. frame structure with columns & beams.

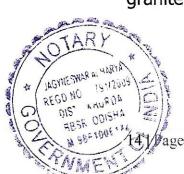
Walls of 1<sup>st</sup>. class Bricks & plastering with rich cement mortar, interior wall finish with plaster of parish and external wall finish with attractive cement paint.

☐ **Flooring** :All floor will be fitted with verified floor tiles with 4" dado.

☐ **Kitchen**: Cooking platform with built-in sink of granite. Glazed tile up to 2 feet height above the cooking

d tile up to 2 feet height above the

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platform. One exhaust fan point and one grinder / water purifier point.

- Bath —cum-Toilets: Flooring of antiskid tiles, glazed wall tiles up to 7 feet height. C.P. fittings of reputed brand. Sanitary fittings of Hindware/American standard/Jaguar or equivalent.
- ☐ One geyser point, will be given in all the toilets.

### □ Doors & Windows :

- a. Main door with both side teak laminations with salwoodchoukath.
- b. Inner doors of flush ply wood.
- c. All windows of powder aluminum with glass along with safety grill.
- d. Quality hardware fittings.
- ☐ <u>Electrical Works</u>: Concealed copper wiring network and electrical fittings of good quality, with MCB (Miniature circuit breaker) in each Flat / House.
- One telephone point, one cable T.V. point in master bed room and living rooms, T.V. point also in the hall or drawing and dining room & one calling bell point in each flat/house.

### Facilities:

☐ 24 hours water supply from deep bore well through overhead R.C.C. water reservoir.

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	Stand-by	genera	ator for	comi	non	area	lighting
&	water supply.						
	Community	Room,	Watch	man	Roo	m, C	Common

Toilet.

☐ Electricity connection with individual meters from the concerned department is availed.

☐ Sewerage & waste disposal will be done by septic tank & soak pit.

- 10. The owner shall deposit the original title deed and all other relevant documents including approval letter and plan with the developer simultaneously upon execution of this agreement.
- 11. That this agreement shall remain valid till all exercises are completed and all the terms and conditions of this agreement are fulfilled by the both the parties to this agreement.
- 12. The court at Bhubaneswar shall have jurisdiction to entertain trials, actions, suits and proceedings arising out of this agreement.

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### SCHEDULE OF PROPERTY

Dist- Khordha, P.S: Laxmisagar, , Sub Registrar office and Tahasil- Bhubeneswar. Mouza: Korodakanta, Kisam:-Gharabari, Status- Stithiban.

KHATA NO. 459/382 ,Plot no. 566 (93.25%) Ac 3.000 KHATA NO. 106 ,Plot no. 295 Ac 0.042 ,Plot no. 294/3809 KHATA NO. 459 Ac 0.120 /1731

**Total Area** Ac 3.162

1) Fakir Jenes Allan Faker charactone

2) Inamod Jeno

3) Si hufa ku Tm

4) Prativa Patra

s) Reruka Jero

6) Monika Jena

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Lagyneswar Acharyl Notary, Govt. Of India IN PRESENCE OF WITNESSES WHEREOF the parties

hereto have subscribed their hand and seal and signature on the date and day first above written i.e..

## Witnesses:

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2) Enamod Jora

3) Si brufe to The

4) Proofiva Patra 5) Renaka Jera

6) Monika Jena

2.

Signature of the

FIRST PARTY

For Explosion Constructions (No 1 12). Monas Motoro

the Signature of

SECOND PARTY

Executed in Presence of Witness

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