

NOTARISED

08 FEB 2021

SL NO- 203

08/02/21

भारतीय गैर न्यायिक

पचास रुपये

भारत

FIFTY RUPEES

Rs.50



NON JUDICIAL

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Ad



A



P.K. DALABEHERA
Notary, Bhubaneswar
Regd. No.- 46/09

Akhya Kumar Bakshi

Pradipta Kumar Panigrahy

COLLABORATION AGREEMENT

THIS AGREEMENT IS MADE AT BHUBANESWAR ON THIS THE 8th DAY OF FEBRUARY 2021.

BY AND BETWEEN

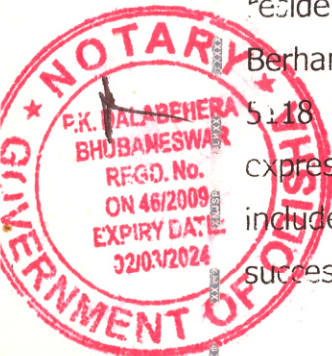
SRI AKHYA KUMAR BAKSHI, aged about 58 years, S/o Late. Kali Charan Baxi, Presently residing at C2, Om Tower, Prabhakar Street, Ramaraopeta, Kakinada-533004 (A.P), and a permanent resident of Gajapati Nagar, P.O-Medical Campus, P.S-Baidyanathpur, Berhampur, Dist-Ganjam, having PAN No-ACGPB3810K & Aadhar No-5:18 7837 1241 herein after called the "**LAND OWNER**" which expression shall unless repugnant to the context shall mean and include his legal heirs, assignee, representatives, executors and successors etc) being the "**FIRST PART**".

for Sri Jagannath Promoters & Builders (P) Ltd.

Managing Director

Akhya Kumar Bakshi

Ashok Mallick



AND

Sri Jagannath Promoters & Builders Pvt. Ltd, PAN-AAGCS4290R, a company registered under the company's act 1956 having its city office located at Plot No-370/3184, Near Toyota Showroom, Sishu Vihar, Patia, P.S- Infosys, Bhubaneswar, Dist-Khurda (Odisha), being duly represented by its Managing Director **Sri Pradipta Kumar Biswasroy**, aged about 64 years, S/o Late Binod Bihari Biswasroy, herein after referred to as "**BUILDER**" (which expression unless repugnant to the context shall mean and include its successors, assigns and representatives) being the party of **the "SECOND PART"**.

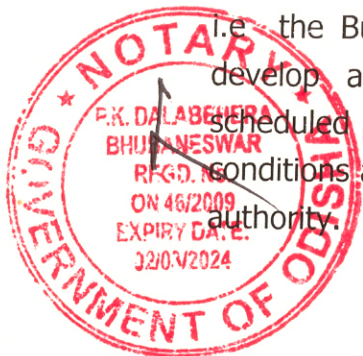
WHEREAS, the first part, hereby declares that an land Extent measuring in total Acs.0.200, as more fully described in the schedule below was acquired by him **vide RSD No-567 & 568 dated 10-02-1994**, subsequently also got the same mutated in his favour, thus have been also enjoying peacefully since the day of it's purchase.

AND WHEREAS, now the property stands recorded in the name of First Part, who is possessing the same with all right, title, interest and paying tax to the statutory authority.

AND WHEREAS, the first part has evinced interest to use his piece of land in a commercial manner converting it into a residential apartment complex, enhancing the property value.

AND WHEREAS, since, the construction work for the proposed building needs, due approval, from authority a good amount of money investment in construction as well as the requisite construction expertise, which he does not have. Thus he felt to discuss & negotiate a developer, who is competent enough to fulfil the desire of the land owner for construction of the Apartment complex at it's own resources, whereby both the parties can also enjoy the total built up spaces on mutually settled terms, as spelt out herein below.

WHEREAS, the First part thus has requested the second part i.e. the Builder company and both the parties have also agreed to develop and construct a residential apartment building on the scheduled property basing on their mutually settled certain terms and conditions and in accordance to the prescribed building bye-law, of the authority.



Ashya Kumar Babbar

Ashok Mallick

Pratim Kishore Mahapatra

For Sri Jagannath Promoters & Builders (P) Ltd

Managing Director

AND WHEREAS, the second part, i.e the Builder Company has also fully consented to construct on the said land, a residential apartment complex, comprising of Flats/residential units in each floor, to be constructed and completed everything at it's own cost and strictly in accordance with the approved plans of BMC within 36 (thirty six) months from the date of GO-AHEAD permission order of Bhubaneswar Municipal Corporation, Bhubaneswar.

WHEREAS, the aforesaid land owner for performance of his part of contract, effectuating the main aims, objectives and such other ancillary act or obligations arising out of this agreement has assigned, also the Builder Company a registered specific Power of Attorney bearing ID No. 4082102214 Dtd. 08.02.2021 who shall act on behalf of the Land Owner to complete the project in a smooth manner.

AND WHEREAS, the Builder upon receipt of the sanctioned plans as well as the Go-ahead permission from the competent authority, shall proceed with the construction of the said residential complex, strictly in accordance with the rules, bye-laws and regulations of the Government entirely at it's own cost and resources. Now therefore, both the parties here to decided and agreed to the following terms and conditions, while entering into this agreement.

Now, in pursuant to this, several terms and conditions as have been agreed upon by and between both the parties and with a view to avoid any future complications that may arise have mutually agreed to reduce such agreed terms and conditions in the form of writing as stated in this deed.

NOW THIS INDENTURE WITNESSTH AS FOLLOWS:

1. The First Part declares that he has an absolute and indefeasible right, title, interest and peaceful possession in respect of the schedule land, thus also competent to confer all rights, title, interest & possession upon the party of the second part i.e builder to develop the housing project on his land without any restrictions and interventions by anybody whoseever.

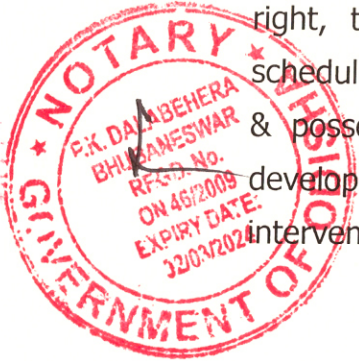
For Sri Jagannath Promoters & Builders (P) Ltd.
Sri Jagannath Promoters & Builders (P) Ltd.

Managing Director

Ashish Kumar Mishra

Ashish Mallick

Paimal Kishore Mohanti



2. It is mutually agreed herein between both the parts as above that the construction work of the proposed Apartment project shall only be commenced, after completion of all legal formalities like
- Execution & registration of the development agreement between the parties,
 - A specific power of attorney duly registered by the 1st part in favour of the developer assigning all such powers to effectuate the cause i.e execution of project.
 - The physical handing over of the project site along with copies of all relevant deeds & documents.
 - After receipt of all Noc's from the competent authority as well as approval letters, and Go-ahead permission from BMC.
3. The second part shall construct and complete the total Apartment project in all respect within the approval time period adhering to all the principles of structural stability and shall use all I.S specified or the above quality building materials as per the availability condition in the market.

NOW THIS AGREEMENT WITNESSETH AS UNDER :

ARTICLE-1 : DEFENITIONS :

- Schedule Property** shall mean and include the entire proposed land measuring Acs.0.200 and situated under Mouza-Patia, P.S-Patia, under D.S.R.O, Bhubaneswar, having mutation Plot No-378/2514 & 378/2515, and Khata No-474/723, corresponding to Revenue Khata No-403 and Plot No-378.
- Apartment Building Complex** means the building structure of **stilt + five upper floors** to be Sanctioned by BMC for construction over the schedule property.
- "Land Owner"** means "THE FIRST PART" mentioned herein above and his legal heirs, representatives, successors and assigns.
- "Builder"** means the Company herein as above being "THE SECOND PART" and shall include its successors in office, executors, administrators and assigns.

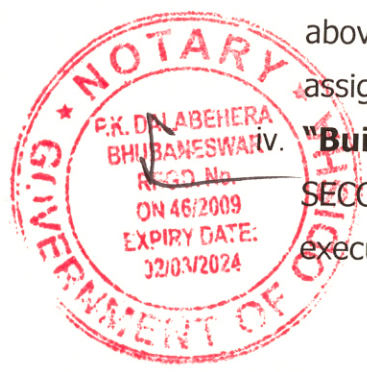
For Sri Jagannath Promoters & Builders (P) Ltd.
Prady & Ja Kumar Bhubaneswar

Managing Director

Prady Kumar Bhubaneswar

Ashok Mallick

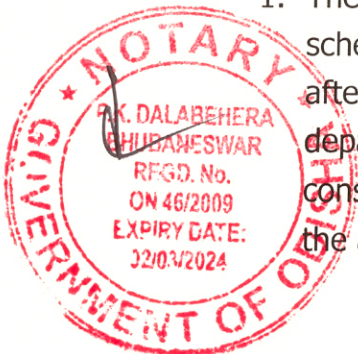
Primal Kishore Mishra



- v. **Common facilities** means and include corridors, common passages, staircase, Terrace in the building, Passenger Lift, Generator, Pump & Motor and all other electric installations in the building & equipments and accessories connected therewith, to be enjoyed by all the co-owners in the complex.
- vi. **Building Plan** means and include duly approved/sanctioned Building plan of B.M.C. and/or such revised plans as sanctioned by the said authority.
- vii. **Residential units** means a part and portion of the floor area comprising of residential flat(s) capable of being exclusively and independently used, occupied and possessed by the owner(s) or purchasers and shall include parking space earmarked to such flats, in the stilt floor.
- viii. **Specifications** means as prescribed confirming to ISI standards only.
 - a. **KONE/OTIS/THYSSENKRUPP** i.e any of the popular brand manufacturer of the passengers Lift to be used in the apartment building.
 - b. **Diesel Generator**, means instant power supply back-up to all common utility services including the inside area of the premises all around, Lift, pump-motor etc. and may also plan or have a provision for partial power supply for the bare necessities to each of the unit occupant for their independent use.
 - c. **Construction time schedule** means clear thirty six months of time period from the date issue of go-ahead permission for construction from B.M.C, Bhubaneswar, but not exceeding the approval time period as stated in the permission.
 - d. **B.M.C** means -- Bhubaneswar Municipal Corporation, **B.D.A** means Bhubaneswar Development Authority.

ARTICLE-2 : CONSTRUCTION

1. The Second Part (herein the Builder) agrees to develop the said schedule of property at it's own cost, expenses and resources after obtaining all requisite permissions from the concerned departments/authorities of the Government / Local body and construct the residential flats on the said land strictly adhering the approved plans.



For Sri Jagannath Promoters & Builders (P) Ltd.
 Pradeep Kumar Biswas
 Managing Director

Atyaya Kumar Bishnu

Ashok Mallick
 Prasad Kishore Mishra

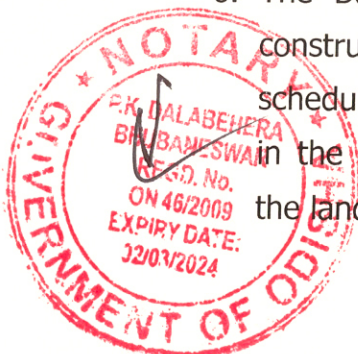
2. The Land owner has executed & registered a special Irrevocable Power of Attorney, while handing over of the project site physically as per the scheme of understanding and also assigned all such relevant powers on the builder to make all preparatory works for obtaining relevant NOC's as well as the approval of the building plan including the Go-ahead permission from BMC and such the concerned authorities.
3. The construction of the residential flats shall be based on the prescribed specifications confirming to ISI code of civil engineering and shall be of best quality in all respects. The builder during the progress of the construction work shall permit the First Part i.e Land owner or his representative to inspect the site at all times to verify the status of construction and the materials used in the building complex & to assess the condition of the premises etc.
4. The builder shall be fully responsible for obtaining requisite permissions, NOC's for the purpose of getting the plans approved from B.M.C. & from such other authorities **at its own cost & expenses**. The Builder Company is empowered to make such variations in the plan or design as felt necessary by itself or may be required by such other Government Authorities, concerned, subject to the re-approval of the revised plan.
5. The construction work which includes quality of materials & man power engaged therein will be the sole responsibility of the Second part i.e the Builder Company and it shall indemnify the land owner against any such liability or claims (if any) due to accident or the otherwise, at the project site.
6. The Builder shall make sincere endeavour to complete the construction work and finish the project within the time schedule of 36 (thirty six) months but not beyond as stipulated in the B.M.C. approval order and shall remain accountable to the land owner for any delay in completion of the project.

For Sri Jagannath Promoters & Builders (P) Ltd.
[Signature]
 Managing Director

[Signature]

Asheer Mallick

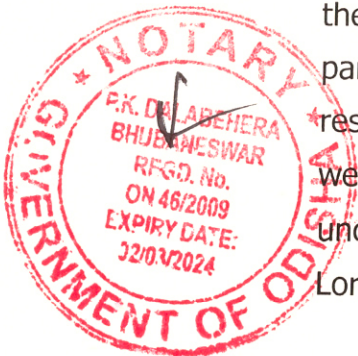
Primal Kishore Mahesh



7. The Builder shall comply all the rules/regulations and/or notifications as may be issued by Govt. from time to time relating to the building, construction work, and use of the land etc. and shall also indemnify the Land owner against any such liability for its negligence or default in operation, of the builder.

ARTICLE –3 : OWNERS OBLIGATIONS

1. The land owner has handed over the physical possession of the project land by executing & registering a special power of attorney and this collaboration deed, in favour of the Builder Company, Authorizing the Builder company to act on his behalf to fulfil all the objectives, as spelt out in this agreement, and empowering also the builder to execute & register agreement (s) for sale or sale deeds as the case may be in regard to flats/ units falling to the exclusive share of the 2nd part only.
2. The First part i.e Land Lord has ensured & undertakes the Builder Company that,
 - (i) The special power of attorney executed and registered in favour of the 2nd part by the 1st part, who shall not revoke at any point of time during subsistence of this agreement and uptill the scheme transaction is completed in all manner as detailed herein.
 - (ii) In case of the registered Power of Attorney is got invalid, arisen out of any unfortunate event with the Land Owner, all legal heirs whosoever shall & must execute & register immediately a joint Power of Attorney in favour of the said builder company at his own cost & expenses having contained all the powers, provisions & understandings as the earlier Power of Attorney had. However, both the parties have mutually herein decided that, the distribution of respective shares of built up space in the form of flats as well as its allotment, as settled herein, shall also remain unchanged even for the legal heir-beneficiaries of the Land Lord.



For Sri Jagannath Promoters & Builders (P) Ltd.
Pradyota Kumar Panigrahy
Managing Director

Ashyut Kumar Babbar

Ashok Mallick

Prinod Kishore Mahapatra

3. On completion of construction work in all respect and after having availed the occupancy certificate from B.M.C, the land owner at the request of the Builder Company or the builder company itself being the power of attorney holder shall transfer the Builder's share of allocation along with proportionate undivided interest in the land in favour of the Builder company or its nominee as the case may be.

ARTICLE – 4 : BUILDERS OBLIGATIONS:

1. The Builder shall commence, the construction work only after receipt of all NOC's & approvals from the competent authorities concerned as well as after obtaining the go-ahead permission for construction issued by BMC, Bhubaneswar. However, the Builder shall commence & complete the entire project, fully in all respect within the agreed time schedule of 36 (thirty six) months, but not exceeding the time period mentioned in the B.M.C. approval letter.
2. The Builder shall also apply and obtain necessary occupancy certificate from B.M.C or such other agencies concerned at it's own cost & expenses enabling the land owner as well other flat buyers, to use and occupy effectively the allotted flats without any obstructions or hindrances, of any kind.
3. The Builder is responsible to obtain required permission from the Power Supply Department and also arrange to provide necessary external electric installations and Internal connection to each of residential units including the common areas of the complex and further shall also obtain proper water connection, ensure adequate water supply to cater the requirements of all individual units/flats by installing a tube well fitted with motor and pumps.
4. The Builder shall strictly comply all the provisions, statutes, notifications, rules, regulations of the Government/Statutory authority right from the inception of the scheme up till handing over possession of the flats/units and shall also indemnify the land owner at all times against any loss arising there from.



For Sri Jagannath Promoters & Builders (P) Ltd.
Rajendra Kumar Panigrahy
Managing Director

Ashwini Kumar Baidya

Asheer Mallick

Pooja Kishore Mohanty

5. The Builder shall provide best quality materials of each of the items and use best workmanship, however the responsibility of compensating the Land owner for any losses or damages which may arise on account of poor or defective workmanship or substandard material being used lies on the Builder Company. The Builder shall also compensate the Land owner for all the damages that may accrue on account of any violation that may affect the interest of the land owner, thus the Builder need to discharge all his responsibilities and obligations in utmost good faith and trust.
6. The Builder shall handover the agreed share of flats of the land owner in the said fully completed residential complex to the land owner or his declared legal heir beneficiaries as the case may be immediately after availing the occupancy certificate from B.M.C. The land owner shall also discharge his part of obligation by transferring the right, title & interest in the **land and structure on it** by executing & registering sale deed or deeds in regard to the share interest of the Builder, in favour of the builder or it's nominee, as the case may be.

ARTICLE – 5 : OTHER OBLIGATION :

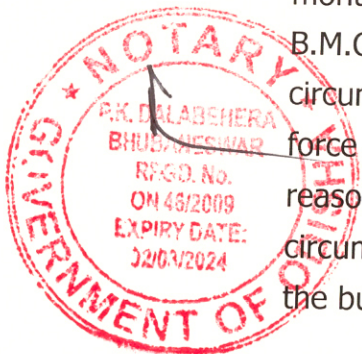
1. Both the parties after due consultancy with the Architect, and prior to approval of the plan understood that there shall be permission for stilt floor (parking) and four or five typical upper floors in accordance to the prevalent building bye-law of B.M.C having the permissible F.A.R at the time of issuing approval, by the authority.
2. Both the parties understood well that the 2nd part shall make all efforts to complete the building project within 36 (thirty six) months, but not exceeding the approval period stated in the B.M.C. permission unless prevented by any reason or circumstances beyond it's control like non-availability of labour force building materials, Court Orders, changes required for any reason in the building plans etc. or due to any other unforeseen circumstances which may ultimately affect the completion of the building.

For Sri Jagannath Promoters & Builders (P) Ltd.
Pradypta Kumar Bannariya
 Managing Director

Ashok Kumar Bannariya

Ashok Mallik

Primal Kiran Bannariya



3. However, both parties thus agreed herein to share 46% (forty six percent) of the total approved FAR by the land owner towards his land cost and 54% (fifty four percent) of the total approved FAR by the builder company, being it's share, which includes the CPS in the stilt also.

The distribution of share of built-up spaces for either of the party shall cover in all the floors or as they may mutually adopt some other way and while distributing the respective share in shape of flats In case of falling area upto 100 sft, beyond the settled percentage to anybody's share then the beneficiary party shall compensate the other @ Rs.2500/- sft.

4. Both the parties understood well and agree too that after due completion of the project building in all respect and the occupancy certificate is availed the Builder/2nd Part shall immediately make the physical handover to the First Part, the agreed share area of builtup spaces in the form of Flats in all floors or as mutually settled by and between them, which in total, conclusively shall constitute the value of project land of the 1st part.

5. Both the parts shall bear proportionately to their respective share the external electrical infrastructural expenditure required towards installation of transformer and other such expenses & deposits as may be required for availing the required power for individual supply to their respective share percentage of area (flats) etc.

6. Both the Parties shall be liable to pay their respective share of GST taxes, Labour cess etc as applicable under the law in relation to their corresponding share of Built- up spaces availed as settled in this deed. However taxes like GST and any other tax relating to construction and development shall be paid by 2nd part.



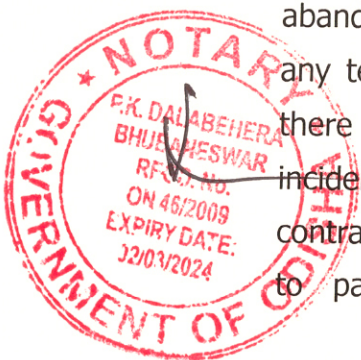
For Sri Jagannath Promoters & Builders (P) Ltd.
Sudip Kumar Pattnayak
Managing Director

Abhaya Kumar Borkhori

Ashok Mallick

Palmit Kirshori Mohali

7. Both the parts, shall mutually settle, the Non-refundable security deposit for the Corpus Fund to be created as well as maintenance charges in respect to each of the flat need to be paid regularly for the smooth maintenance of the building complex.
8. The First part commit to indemnify, in every manner to the 2nd part for any such loss arised out of any deficit in his right, title & interest in the project land or out of the statements or covenants made in this deed.
9. All letters, notices shall be issued to the First part and dispatched under registered post with A/D to the address furnished in this agreement subsequently notified by the 1st part will be sufficient proof of dispatch of the same to the party of First part.
10. Both the Land Owner and the Builder shall have the right to sue for specific performance of this contact/agreement or any supplementary contract for enforcement of this contract and suing party shall also have a right to recover cost and damages if any.
11. 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 ID No. 1082102214 dated 08.02.2021 hence no further delivery of possession is required by first party entered into this agreement with the second party/developer.
12. In case of any disputes or differences that may arise between the parties herein during the progress of or after construction or abandonment of the work, pertaining to the construction or any term or covenant spelt out in this contract or any clause there of or relating either to the said building work or any incidental and ancillary disputes /difference arising out of this contract or any other supplementary contract disputes relating to payment and non payment entitlement between the



For Sri Jagannath Promoters & Builders (P) Ltd.
Pradyots Kumar Banerjee
 Managing Director

Ashwath Kumar Bishui

Ashok Mallick

Poimel Kiran Mohanti

parties.etc expect unilateral cancellation of this agreement by either party, shall be referred to an Arbitrator to be nominated by the owners (1st part) and the Builder/ Developer (2nd part) jointly and acceptable to both whose decision shall be final and binding on both the parties. The Court/Arbitration at Bhubaneswar shall only have jurisdiction to settle any difference / dispute arising out of this agreement.

13. Both the parts herein agree and undertake that any disputes 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 be subject to the jurisdiction of the competent court at Bhubaneswar, alone.

LAND SCHEDULE

Dist- Khurda, Tahasil:- Bhubaneswar, P.S –Infocity, under District Sub Registrar Khurda at Bhubaneswar, Mouza- Patia Mutation Khata No- 474/723, Mutation Plot Nos-378/2514, Area : Acs 0.100 decimals and Plot No.378/2515, Area : Acs 0.100 decimals; In toto one Mouza, one Khata, two Plots, Measuring total Acs 0.200 (Two plots) – being bounded by

Bounded By

- North - Private premises.
South - Private premises.
East - Private premises.
West - Govt. Road.

Note:- Parking space shall be used by both the parties in their respective SBA holdings.

Non-refundable security amount of Rs.5,000/-.

For Sri Jagannath Promoters & Builders (P) Ltd.
Pradyumn Kumar Mishra

Managing Director

Ashok Kumar Mishra

Ashok Mallick

Pradyumn Kumar Mishra



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.

WITNESSES:

- (1) Ashok Mallick
Sreenu Mallick
Hemant Kumar
Phosca, BBSR
- (2) Primal Kishore Mohali
Adv, BBSR

Ashok Kumar Bakshi

**Signature of the party
of the FIRST PART**

For Sri Jagannath Promoters & Builders (P) Ltd.

Pooja K. Kumar Pradhan
Managing Director

**Signature of the party
of the SECOND PART**

Certified that the executants are my clients and the terms and conditions of this agreement is drafted & typed to my dictation in my office.

P.K. Dalabehera
(Primal Kishore Mohali)

ADVOCATE, BBSR

ATTESTED

P.K. Dalabehera
P.K. DALABEHERA
Notary, Bhubaneswar
Regd. No.- 46/09

