



ଓଡ଼ିଶା ओडिशा ODISHA

C.R. Satapathy  
NOTARY  
Berhampur (Gm.)  
Odisha  
No... D-62.....  
Dt... 9-3-2020...  
Time... 8.00 P.M.

49AA 022941

INSTRUMENT NOTARISED

### AGREEMENT FOR MUTUAL UNDERSTANDING

This Agreement is made on this Dt. 07<sup>th</sup> - March - 2020, At: Brahmapur, Odisha.

BETWEEN

**Mr. Chandra Sekhar Sabat**, aged about 52 years, S/o. Sri Trinath Sabat, Brahmin by Caste, Business by profession, residing at Aska road Jagannath Auto Nagar 3<sup>rd</sup> Lane first gate Berhampur, Po. Berhampur, Ps. Badabazar, Pin No. 760006, Aadhar No. 7227 6642 5452, Phone No. 8779705958 (hereinafter referred to as "THE LAND OWNER/FIRST PARTIES") Which expression unless excluded by or repugnant to the subject of extent shall deem to mean and include their legal heirs, representatives, administrators, executors and assigns of the **ONE PART**.

*Chandra Sekhar*

*Sd/-*  
Form Part of - *A...*  
C.R. Satapathy  
Notary, Berhampur 'Gm

*Pradeep Kumar Panigrahy*  
Managing Partner  
Silkcity Developers  
Berhampur

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P. C. Pat -  
- S.V.S.R.O., BAM II

Treasury Officer  
Special Treasury, Berhampur

Pradeep Kumar Panigrahy

(2)

AND



INSTRUMENT NOTARISED

“ M/s. Silkcity Developers”, represented by its Managing Partner.

1. **Sri Pradeep Kumar Panigrahy**, aged about 53 years, S/o Late P.Ch.Panigrahy, Brahmin by caste, Business by profession, residing at Rajiv Nagar, 1<sup>st</sup> Lane, Khodasingi Berhampur Town, Po. & Tahasil-Berhampur Town, Ps. Baidyanathpur, Pin Code 760010, District-Ganjam, Odisha-, Aadhar No.9826 5986 0718, (hereinafter referred to as “**THE DEVELOPER/SECOND PARTY**”) Which expression unless by or repugnant to the subject of extent shall deem to mean and include their legal heirs, representatives, administrators, executors and assigns of the **OTHER PART**.

Whereas both the parties have executed this agreement within the following terms and conditions.

**Terms & Conditions:**

1. That this agreement is valid for a period of 03 (Three) years from sanctioning of plan by the Be-MC Development Authority

**WHEREAS** the property hereunder described in Para-III, is the self acquired property of the 1<sup>st</sup> party and he has purchased the same vide a Regn. Sale deed No. 10611102024/2011, 4032/2006 , 2574/2007 & 10611112107/2011 of office of the District Sub-Registrar, Berhampur.

WHERE the Executant is intending to construct a multistoried Apartment/Building over the said site in accordance with the plan to be sanctioned by the competent Development Authority and accordingly a scheme has been framed by the owner and he has given the offer to the

party of the second part which is engaged in developing building complexes comprising of Apartment / Independent Flats and the

*Chintan Kumar Saha*

*Pradeep Kumar Panigrahy*  
Managing Partner  
Silkcity Developers  
Berhampur

Form Part of *...*  
*9.3.2020*  
C.R. Satapathy  
Notary, Berhampur 'Gm

INSTRUMENT NOTARISED

(3)



Builder/Developer has agreed to develop the complex entirely at its own cost and several terms and conditions have been mutually agreed upon by and between both the parties and in order to avoid any future complication, the terms so agreed upon are reduced to writing and enumerated in this agreement.

That the parties hereto above shall share the total units/built-up in the proposed housing complex proportionate to their share in respect of the floor space areas and right of user of the common spaces or amenities proportionate their share in respect of the floor space or the entire project to be built on the said plot in the ratio i.e. 33% : 67% of total built area in each floor. So the Builder/Developer has got absolute right to deal with its share 67% of the total built up area in each floor. Be it be noted here that, the owner share in the constructed area will be confirmed to 33% of the built up area as per the norms of Berhampur Development Authority – CUM- Berhampur Municipality Corporation against the size of their lands.

That the developer /builder has already paid a sum of **Rs.18,00,000/-** (Eighteen Lakh) only by cash to the land owner towards refundable security deposit and the land owner hereby admits and acknowledge the said amount is also refundable & Adjustable.

#### SCHEDULE OF THE PROPERTY:

An extent of **Ac0.774** Dec. of land which is situated in **Sankarpur Mouza** in Berhampur Tahasil, Under Badabazar Police Station with in the Registration Sub-District of Berhampur-II, detailed as below:

*Chaturvelu Sahu*

Form Part of -

*Amun*  
*9.3.2020*  
C.R. Satapathy  
Notary, Berhampur 'Gm.

*Pradeep Kumar Panigrahy*  
Managing Partner  
Silkcity Developers  
Berhampur



INSTRUMENT NOTARISED

(4)

1. Khata No. 283/1226 (Two hundred eight three by One thousand two hundred twenty six), Plot No. 45 (forty five) Wet Ac.0.208 Dec., Plot No. 45/1069 (Forty five One thousand sixty nine) Wet-Ac0.040 Dec., Plot No. 45/1504 (forty five by One thousand five hundred four), Wet-Ac0.168 Dec.,

2. Khata No. 283/2160 (Two hundred eight three by Two thousand one hundred sixty) Plot No. 45/1067 (forty five by One thousand sixty seven) Wet – Ac.0.195 Dec

3. Khata No. 283/1318 (Two hundred eight three by One thousand three hundred eighteen) Plot No. 45/1068 (forty five by One thousand sixty eight) Wet – Ac.0.064 Dec, Total Ac0.675 Dec. As per Bench Mark Valuation Rs.1,11,37,500/-

4. Khata No. 283/1059 (Two hundred eight three by One thousand fifty nine ) Plot No. 39/2245 (thirty nine by Two thousand two hundred forty five) Gharabari Ac.0.049 Dec., Plot No. 40/2246 (Forty by Two thousand two hundred forty six ) Gharabari -Ac0.050 Dec., Total-Ac.0.099 Dec. As per Bench Mark Valuation Rs.24,50,250/-

All total Ac0.774 Dec.

5. That both the parties have completion of all tender work for mutual understanding.

6. That, if any litigation arises out of this agreement then the effected party will take shelter in proper court of law.

*Charitosekhar Saha*

Form Part of *Amul*  
*Amul*  
C.R. Satapathy  
Notary, Berhampur 'Gm

*Pradeep Kumar Panigrahy*  
Managing Partner  
Silkcity Developers  
Berhampur

INSTRUMENT NO. 12/04



(5)

IN WITNESS WHERE OF Both the parties put their Signatures here to.

Witnesses:

1.

*Chandrasekhar Sahoo*

Signature of 1st party

2.

*Pradeep Kumar Panigrahy*  
Signature of 2nd party  
Managing Partner  
Silkcity Developers  
Berhampur

*Sushanta Kumar*  
ADVOCATE  
No. 161



Sign. artist  
*[Signature]*  
C.R. Satapathy  
Berhampur (GM)  
Odisha  
Regd. No. ON/12/04



ଓଡ଼ିଶା ओडिशा ODISHA

48AA 693098

## AGREEMENT- CUM- SHARE ALLOCATION

### BETWEEN

**Mr. Chandra Sekhar Sabat** , aged about 53 years, S/o. Late Trinath Sabat, Brahmin by Caste, Business by profession, residing at Aska road Jagannath Auto Nagar 3<sup>rd</sup> Lane first gate Berhampur, Po. Berhampur, Ps. Badabazar, (hereinafter referred to as **“THE LAND OWNER/FIRST PARTIES”**) Which expression unless excluded by or repugnant to the subject of extent shall deem to mean and include their legal heirs, representatives, administrators, executors and assigns of the **ONE PART**.

Form Part

C.R. Satapathy  
Notary, Berhampur (G.M.)

Chandra Sekhar Sabat

P.K. Panigrahy  
Managing Partner  
Silk City Developers  
Berhampur

No. 11980 Dt. 14/12/2010 Rs 10/-  
Name..... Pradeep K. Panigrahi  
Address.. .. B.M.

  
Krushna Chandra Sahu  
S.V.S.P.O Bam P

  
Treasury Officer  
Special Treasury, Berhampur

R. Panigrahy



(2)

AND

“ M/s. Silkcity Developers”, represented by its Managing Partner.

1. Sri Pradeep Kumar Panigrahy, aged about 55 years, S/o Late P.Ch.Panigrahy, Brahmin by caste, Business by profession, residing at Rajiv Nagar, 1<sup>st</sup> Lane, Khodasingi Berhampur Town, Po. & Tahasil-Berhampur Town, Ps. Baidyanathpur, Pin No.760010, District-Ganjam, Odisha-(hereinafter referred to as “**THE DEVELOPER/SECOND PARTY**”) Which expression unless by or repugnant to the subject of extent shall deem to mean and include their legal heirs, representatives, administrators, executors and assigns of the **OTHER PART**.

**NOW THIS AGREEMENT WITNESSTH and it is hereby agreed and declared by the parties hereto as follows.**

1. The owners have represented to the developer as follows:-

- a) That, the owners are absolutely in possession of the property and are otherwise well and sufficiently entitled to do all that is required to develop the said premises.
- b) That the said property is in the possession of the owners and there is no tenant/trespasser and / or occupier, on the said premises and the possession where of is delivered to the Developer.
- c) That none other than the owners have any claim, right, title, interest and / or demand over and in respect of the said premises or any portion thereof
- d) That the said premises is free from all encumbrances, charges, liens, liens, lis pen dense attachment, trust, acquisition, requisition, ligament whatsoever howsoever.

Form Part

C.R. Satapathy  
Notary, Berhampur (Gm.)

*R. Panigrahy*

Managing Partner  
Silkcity Developers  
Berhampur

(3)

e) That there is no bar legal or otherwise for the owners to obtain the certificate under section 250A of the Indian Income Tax. Act.1961 and other other consents and permissions that may be required.

2. In consideration of the owners having agreed to grant the exclusive right of development of the said premises as herein provided and relying upon the afford said representation and believing the same to be true, the developer has agreed to obtain the exclusive right of development of the said premises and in consideration thereof agreed to allocate 33% of the built-up / super built area in the new building or buildings to constructed on the said premises (hereinafter called the owner allocation), the number of houses / Flats to be allocated to the land owner shall be rounded off, to the next higher numbers in case 67% becomes a fractional number .

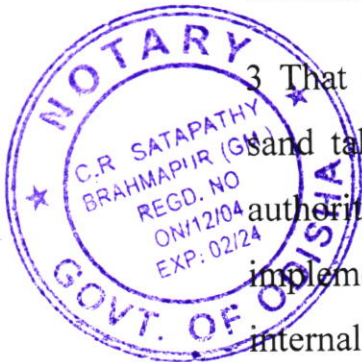
3 That the Developer has the right to develop, prepare necessary plan and take necessary steps for approval of the same before the statutory authorities and have the Right to deal with the land and can prepare and implement any housing scheme there with the there with the provisions of internal lighting Road sewerage or other amenities in consonance with the law, Government such construction. That the builder shall have the rights to file allpication, submit lay – out plans and shall be responsible for deposit of required fees and so all other things which may be necessary for completion of the project.

4. That in the event of any loss or damage incurred by the builder due to any dispute over the title and ownership of the land, the same will be compensated by the land owner to the builder with 18% interest p.a.

5. That the developer /builder has already paid a sum of **Rs.2,00,000/-** (Two Lakhs) only to the land owner towards refundable security deposit

*Charan Kumar Sreedhar*

*R. Panigrahy*  
Managing Partner  
Silkcity Developers  
Berhampur



Form No. 1  
23.12.2024  
C.R. Satapathy  
Notary, Brahmapur (G.M.)

(4)

and the land owner hereby admits and acknowledge the said amount and after approval of the site for Apartment the developer will pay another **Rs.2,00,000/-** (Two Lakhs) only to the land owner which is also refundable.

6. If the developer / builder fails to complete the work within **30 months** from the date of approval of the plan from Berhampur Development Authority then the builder will pay house rent to the owner as per market price.

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

a) The total flooring will be of Marble / vitrified tile and other will be concealed wiring of electrical lines, pipelines will be of G.I. pipe in the entire building. The doors will be of commercial quality the windows will be of Aluminum with glass fittings.

b) The owner's share will be 33% of the built-up area and the proportionate share of the owners on the land on which the flat/ unit to be constructed will be 33 % and balance 67% will be with the Developer who will develop and construct the Flats/Units of behalf of purchaser and the Owners will have no claim whatsoever on this 63 % of land & building.

c) In case the Owners in future at any time desire to dispose of their 33 % share of the built-up area to other person, the transfer will be limited to only 33 % of the built-up area and not more than that . In case the number of houses to be allotted to the land owners as 33 % share becomes fractional and that fractional share is more than 33 % of that unit; the same will be rounded off to the next higher number. This will also be the case

with the developers in respect of his 67 % share. And, the other party will

**Form Part**  
C.R. Satapathy  
Notary, Berhampur (Gm.)

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Chaitan Kumar  
Sahut

P. Panigrahy  
Managing Partner  
Silkcity Developers  
Berhampur

(5)

receive consideration amount for that less than 63 % fractional share of that unit by cash settlement.

d) That Owner on completion of the building, apartment will bear the 33 % cost of common part of the maintenances expenses like electricity and water charges, sweeper's salary, watchmen's salary and other common expenses which will be decided by all the flat owners themselves on forming a society.

e) It is further agreed that after execution of agreement and till completion of the building, the developer may have to pay the revenue rent of the land. After completion of the project in all respect the revenue rent and holding tax of the land and building will be proportionately shared among all the flat owners.

f) Electric meter deposit , power line deposit, water connection plus legal charges, expenses to be born by the owner and the developer respectively to their shares of 33 % and 67 %

g) That from the owner's shares of 33% if there is any surplus build-up area left after the completion of flats, the same will be purchased by the purchase from and developer's surplus area at the reviling prices.

### 3. The owners hereby agree and covenant with the developer as follows

a) The entirety of the building to be so constructed and the open spaces therein except the said owners allocation shall belongs to the developer (hereafter called the developer's allocation)

**Form Part** b) The developer shall be entitled to enter into agreement for sale, transfer, alienation, charges, mortgage , and lease or take loan from financial

C.R. Satapathy  
Notary, Berhampur (Gm.)

Chartrassalchar Subed

P. Panigrahy  
Managing Partner  
Silkcity Developers  
Berhampur

1. The first part of the document discusses the importance of maintaining accurate records of all transactions.

2. The second part of the document discusses the importance of maintaining accurate records of all transactions.

3. The third part of the document discusses the importance of maintaining accurate records of all transactions.

(6)

institution, lease banks or any other party in respect of the developer's share 67 % for which no further consent of the owner shall be required. The developer as the constituted attorney of the owner shall sign and execute all such documents deeds and instruments as the case may be. The owner shall not be liable financially or otherwise for any such act of the developer.

**4. It has been further agreed by and between the parties herein as follows:**

a) The owners or any person claimed to them shall not interfere with the quiet and peaceful possession of enjoyment of the said premises by the developer during the period of construction.

b) The Owners or any person claiming to be so shall not interfere with the development of the said property by the developer or any person authorized by it.

c) That the Owners shall not do or cause to do any act/deed or thing concerning the property whereby the rights of the Developer in undertaking the development work and in disposal of the same, now the Developer shall in any way cause or effect the possession or sale of the same.

d) The Owners shall sign the map or plan and other paper as may be required and shall sign all other papers, documents as may be required necessary for getting the said sanction and for obtaining all necessary for approval

e) For the purpose of giving effect to this agreement the owners shall execute a Registered General Power Of Attorney in favour of the

Form Part

C.R. Safapathy  
Notary, Berhampur (Gm.)

*Chartered Surveyor*  
Sahul

*R. Panigrahy*  
Managing Partner  
Silkcity Developers  
Berhampur

(7)

Developer and within the limits of the authority aforesaid and the scale provided by this agreement.

f) The name of the structure to be constructed on the said plot will be **Panchavati**

**5. The Owners have further agreed as follows.**

a) 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 any body else.

c) Not to enter into any act, deed or thing where by the developer may be prevented selling assigning and / or disposing of any of the developer's allocated portion in the building or at the said premises.

d) Have agreed to the time of completion the entire apartments as per the approved plan which will be within **30 months** from the date of sanctioning of the plan by the Berhampur Development Authority with three months grace period unless prevented by reasons beyond the control of the Developer viz Earthquake, rationing of cement, rods, etc. if there is any further extrusion of the upper floor over and above the approved plan at any time , there will be further extension of time to which the owners agree and will be entitled to get their 33 % share of constructed area.

e) That, if the Developer fails to complete the building within the stipulated period as mention above due to any over act or illegal intervention of the



Form Part

C.R. Satapathy  
Notary, Berhampur (Gm.)

*Chaitanya Kumar* Subud -

*R. Panigrahy*  
Managing Partner  
Silkcity Developers  
Berhampur

(8)

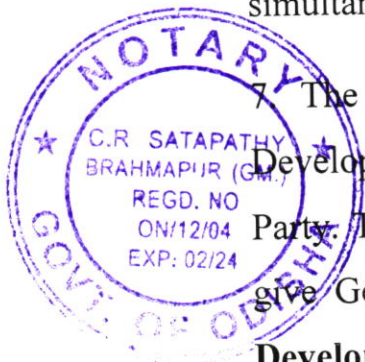
owner then the owner shall pay 12 % interest of the amount already invested by the developer for the discontinued period of construction.

f) The Owners will be no way responsible for any other defective construction of the building or any illegal acts or omissions.

g) The owners shall deliver the peaceful and vacant possession of the said premises to the developer simultaneously upon execution of this agreement if in future any legal heirs from 1<sup>st</sup> Parties claim any share in the said property it shall be adjusted against the Owners Share execution of this agreement if in future any legal heirs from 1<sup>st</sup> Parties claim any share in the said property it shall be adjusted against the owners share.

6. The owners shall deposit the the Original title deed with the developer simultaneously upon execution of this agreement

7. The both parties agrees that necessary approval from Berhampur Development Authority will be taken on behalf of Land Owners/ first Party. The Land owner/first party i.e. **Mr. Chandra Sekhar Sabat** , will give General Power Of Attorney to the Second Party “ **M/s. Silkcity Developers**”, represented by its Partners followed by a registered agreement as per Law to Develop, construct and to sell for their 67% share.



*Chandra Sekhar Sabat*

Form Part

*C.R. Satapathy*  
Notary, Berhampur (Gm.)

*P. Panigrahy*  
Managing Partner  
Silkcity Developers  
Berhampur



(9)

The Sharing details given below: (as per working plan copies attached)

Owners Share (33%)		Builders Shares (67%)	
Ground Floor	Parking 33%	Ground Floor	Parking No. 67%
First Floor	102,107,111,115,116,117	First Floor	101,103,104,105,106,108,109,110 112,113,114
Second Floor	205,208,211,212,214,216	Second Floor	201,202,203,204,206,207,209,210 213,215,217
Third floor	302,304,307,313,315	Third floor	301,303,305,306,308,309,310,311, 312,314,316,317
Fourth floor	403,406,409,409,410,417 (404)	Fourth Floor	401,402,405,405,407,408,411,412, 413,414,415,416 (404)



### SCHEDULE OF PROPERTY

An extent of **Ac0.774** Dec. of land which is situated in **Sankarpur Mouza** in Berhampur Tahasil, Under Badabazar Police Station with in the Registration Sub-District of Berhampur-II, detailed as below:

1. Khata No. 283/1226 (Two hundred eight three by One thousand two hundred twenty six), Plot No. 45 (forty five) Wet Ac.0.208 Dec., Plot No. 45/1069 (Forty five One thousand sixty nine) Wet-Ac0.040 Dec., Plot No. 45/1504 (forty five by One thousand five hundred four), Wet-Ac0.168 Dec., Total-Ac.0.416 Dec.

*Chandrasekhar Sahu*  
Form Part  
C.R. Satapathy  
Notary, Berhampur (Gm.)

*R. Panigrahy*  
Managing Partner  
Silkcity Developers

10/10/10

10/10/10

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2. Khata No. 283/1059 (Two hundred eight three by One thousand fifty nine ) Plot No. 39/2245 (thirty nine by Two thousand two hundred forty five) Gharabari Ac.0.049 Dec., Plot No. 40/2246 (Forty by Two thousand two hundred forty six ) Gharabari -Ac0.050 Dec., Total-Ac.0.099 Dec.

3. Khata No. 283/2160 (Two hundred eight three by Two thousand one hundred sixty) Plot No. 45/1067 (forty five by One thousand sixty seven) Wet – Ac.0.195 Dec

4. Khata No. 283/1318 (Two hundred eight three by One thousand three hundred eighteen) Plot No. 45/1068 (forty five by One thousand sixty eight) Wet – Ac.0.064 Dec, All total Ac0.774 Dec.

Witnesses:

1. S. S. Manohar Gouda.  
S/o - V. Govinda Gouda.  
Nilakantha Nagar - 1st Lane. East.  
Bisipura, Berhampur (GM)

J. Nageswar Rao  
2. s/o J. V. A. N. murthy

Drafted by Prem Megar 7th line  
Berhampur

Sri Santosh Kumar Sahai, Berhampur D/L No.30/92

Chandrasobhu Sahai

Signature of the 1<sup>st</sup> Parties

P. Panigrahy  
2. Signature of the 2<sup>nd</sup> Parties  
Managing Partner  
Silkcity Developers  
Berhampur

IDENTIFIED BY  
[Signature]  
ADVOCATE  
23/12/2020

Attested  
[Signature]  
23.12.2020  
C.R. Satapathy  
Notary, Berhampur (Gm.)