

भारतीय गैर न्यायिक

भारत

दस रुपये

TEN RUPEES

₹.10

Rs.10



INDIA NON JUDICIAL

SPECIAL ADHESIVE



ଓଡ଼ିଶା, ओडिशा ODISHA



52AA 343915

SUPPLEMENTARY AGREEMENT (Regarding Allocation of Land Owner Share)

This Agreement is made on this the 10th day of February 2022

BETWEEN

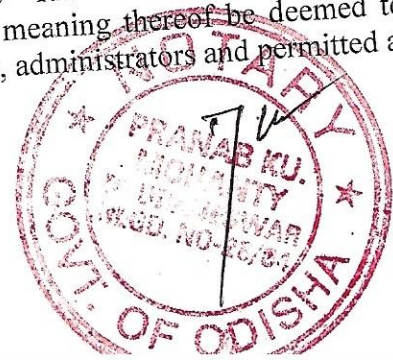
SMT. DEEPA MOHANTY @ MATTHEWS aged about 60 years W/o Shri. Milan Mohanty, of Plot No. 120/B, Surya Nagar, Po. Baramunda, PS. Capital, Bhubaneswar, Dist. Khurda (Odisha), Herein after referred to as "THE OWNER"(which expression unless repugnant by or represent to the subject or context shall deem to mean and include his heirs legal representatives, director, administrators, executors and assigns) Party of the FIRST PART.

AND

M/S OM SWASTIK (Reg. No. 18201900247/2019), a registered Partnership firm under the provisions of section 58(1) of the Indian Partnership ACT, 1932. As the case may be, having its registered office at OM VILLE, Shree Vihar, Patia, Chandrasekharpur, Bhubaneswar, Odisha-751031. (PAN. NO AAGFO2400C) represented by its Managing Partner authorized signatory Mr. Deepak Tripathy, aged about 58 years (Adhaar No.4515 5025 6606) authorized vide resolution dated 20.08.2021 hereinafter referred to as the "THE DEVELOPER"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, executors, administrators and permitted assignees) Party of the SECOND PART.

Pranab Mohanty
Deepa Matthews

Deepa Tripathi
MANAGING PARTNER



No

1846

21.01.22

Om Swastik

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Mo

DISTRICT TREASURY
 KHURDA, BHUBANESWAR
 18 JAN 2022
 ADDL. TREASURY OFFICER

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 GAJENDRA NATH MOHANTY
 STAMP VENDOR, TALASHI
 BHUBANESWAR



WHEREAS the above said Owner (Party of the First Part) and Developer (Party of the Second Part) have entered into a development agreement through Memorandum of Agreement on 5th day of September 2018 and General Power of Attorney vide ID NO. 11081811295 on 12th October 2018. As per the agreement and terms & conditions mentioned therein, the owner (Party of the First Part) has given her land for development and construction of residential and commercial shopping centre to the Developer (Party of the Second Part). The Developer (Party of the Second Part) after taking due permission from the statutory authority and have made all preparations to commence construction of residential apartment building & commercial shopping centre over the said land. The residential apartment building and commercial shopping centre has been named as "URMILLA ABODE & VICTORY TOWER" respectively

WHEREAS it was stipulated in the agreement dated 5th September 2018 that the Owner (Party of the First Part) shall be allocated 32% share of the approved built up area in the Residential apartment complex and 50% share of the built up area in the Commercial Shopping Centre with respect to the land in the proposed project which is now ready to commence construction.

Now, it is mutually agreed between both the parties that as per the sharing arrangement 32% (thirty two percent) of carpet area flats in the shape of flats i.e 16 (Sixteen) numbers in the residential building/apartment block- A and 50% (Fifty percent) of carpet area of commercial space in the shape of commercial space/shops/office space in the commercial/ shopping centre block- B is allocated as per mutual consent. It is decided by both the parties that the allocation made as per this agreement is full and final settlement over the scheduled property bearing Khata no. 415 & 412/1069 & Plot No.541 & 544/9187 in Mouza Rudrapur area Ac. 620 dec. & 0.230 dec respectively. That the land owner (Party of First Part) is at liberty keep to sale, or otherwise dispose off/ transfer, allot, enter into an agreement to sale or can adopt any procedure to convey the undivided impart able propionate land with building / flats and commercial /shopping center to any person / intending purchaser as mention here below.

She shall not be entitlement to the share of the Developer (Party of the Second Part) who shall always be free to deal with his share in any manner he deems fit. The Developer (Party of the Second Part) can sale, pledge, lease, rent out etc. of any part or full portion of his share to which the Owner (Party of the Second Part) shall not have any objection whatsoever.

It is agreed by both the parties that the Developer (Party of the Second part) will not bear responsibility or pay for taxes, duties or any other charges levied by the government from time to time for transfer or possession of flats / commercial space/shops etc. by the Owner (Party of the First Part)

Prerna Mishra
Prerna Mathews
Prerna
Nee

OM SWASTIK
Prerna Mishra
MANAGING PARTNER





302 (HALF)	S-04	Third Floor	HALL	11076.61	75	1151.61
401 (HALF)	S-05	Fourth Floor	HALL	1423.74	75	1498.74
402 (HALF)	S-08	Fourth Floor	HALL	333.68	75	408.68

Similarly the builder/ developer who will undertake the entire construction at it's own cost and expenditure shall be entitled 68% (Sixty eight percent) share of the residential flats i.e 36 (Thirty six) number of flats, and 50% (fifty percent) of carpet area of commercial space in the shape of commercial space / shopping centre be it specifically mentioned here that the builder / developer is at liberty to sale, keep or otherwise dispose off/ transfer, allot, enter into an agreement to sale or can adopt any procedure to convey the undivided impart able propionate land with building / flats and commercial /shopping center to any person / intending purchaser as mention here below.

RESIDENTIAL

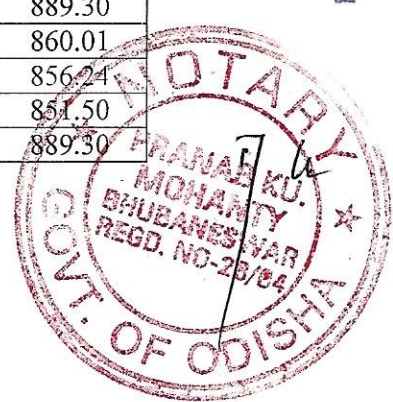
THE RESIDENTIAL SHARE ALLOCATION OF BUILDER'S IS AS FOLLOWS

DEVELOPER'S SHARE OF FLATS : 36 NUMBERS						
TOTAL CARPET AREA OF 22 FLATS : 28929.99SFT						
3 BED ROOM FLAT NOS	PARKING NO	FLOOR	BUILDING TYPE	CARPET AREA OF FLATS IN SFT	CARPET AREA OF PARKING IN SFT.	TOTAL CARPET AREA IN SFT
101	P- 101	First Floor	3BHK	785.01	75	860.01
102	P- 102	First Floor	3BHK	781.24	75	856.24
107	P- 107	First floor	3BHK	776.50	75	851.50
108	P- 108	First Floor	3BHK	812.14	75	887.14
113	P- 113	First Floor	3BHK	757.67	75	832.67
201	P- 201	Second Floor	3BHK	785.01	75	860.01
205	P- 205	Second Floor	3BHK	814.07	75	889.07
206	P- 206	Second Floor	3BHK	766.50	75	841.50
207	P- 207	Second Floor	3BHK	776.50	75	851.50
208	P- 208	Second Floor	3BHK	812.14	75	887.14
213	P- 213	Second Floor	3BHK	757.67	75	832.67
302	P- 302	Third Floor	3BHK	781.24	75	856.24
305	P- 305	Third Floor	3BHK	814.07	75	889.07
306	P- 306	Third Floor	3BHK	766.50	75	841.50
307	P- 307	Third Floor	3BHK	776.50	75	851.50
308	P- 308	Third Floor	3BHK	812.14	75	887.14
312	P- 312	Third Floor	3BHK	814.30	75	889.30
401	P- 401	Fourth Floor	3BHK	785.01	75	860.01
402	P- 402	Fourth Floor	3BHK	781.24	75	856.24
406	P- 406	Fourth Floor	3BHK	776.50	75	851.50
412	P- 412	Fourth Floor	3BHK	814.3	75	889.30

*Refer Mohanty
Refer Mathewms*

N.e.

OM SWASTIK
Swastik
MANAGING PARTNER





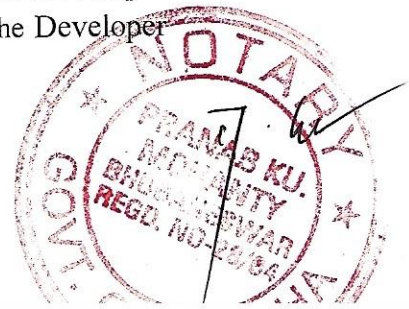
413	P- 413	Fourth Floor	3BHK	757.67	75	832.67
TOTAL CARPET AREA OF 22 NOS 3 BED ROOM FLATS = 18953.92 SFT						
2 BED ROOM FLAT NOS	TWO BED ROOM FLATS 14 NOS <i>Deepa Mohanty</i>					
103	P- 103	First Floor	2BHK	655.95	75	730.95
110	P- 110	First Floor	2BHK	644.33	75	719.33
111	P- 111	First Floor	2BHK	663.70	75	738.70
203	P- 203	Second Floor	2BHK	655.95	75	730.95
204	P- 204	Second Floor	2BHK	553.16	75	628.16
209	P- 209	Second Floor	2BHK	641.74	75	716.74
210	P- 210	Second Floor	2BHK	644.33	75	719.33
304	P- 304	Third Floor	2BHK	553.16	75	628.16
309	P- 309	Third Floor	2BHK	641.74	75	716.74
310	P- 310	Third Floor	2BHK	644.33	75	719.33
311	P- 311	Third Floor	2BHK	663.70	75	738.70
403	P- 403	Fourth Floor	2BHK	655.95	75	730.95
410	P- 410	Fourth Floor	2BHK	644.33	75	719.33
411	P- 411	Fourth Floor	2BHK	663.70	75	738.70
TOTAL CARPET AREA OF 14 NOS 2BER ROOM FLATS : 9976.07 SFT						
<i>Deepa Mohanty</i>						
COMMERCIAL SAHRE ALLOCATION OF THE BUILDER IS AS FOLLOWS						
BUILDER/DEVELOPERS SHARE OF SHOPPING CENTRE						
TOTAL CARPET AREA OF SHOPPING CENTRE : 9858.47						
SHOPPING CENTRE NO.	PARKING NO.	FLOOR	BUILDING TYPE	CARPET AREA OF FLATS IN SFT	CARPET AREA OF PARKING IN SFT.	TOTAL CARPET AREA IN SFT
101 (HALF)	B-02	First Floor	HALL	1423.74	75	1498.74
102 (HALF)	B-03	First Floor	HALL	1076.61	75	1151.61
201 (HALF)	B-06	Second Floor	HALL	1423.74	75	1498.74
202 (HALF)	B-07	Second Floor	HALL	1076.61	75	1151.61
301 (HALF)	S-02	Third Floor	HALL	1423.74	75	1498.74
302 (HALF)	S-03	Third Floor	HALL	1076.61	75	1151.61
401 (HALF)	S-06	Fourth Floor	HALL	1423.74	75	1498.74
402 (HALF)	S-07	Fourth Floor	HALL	333.68	75	408.68

Deepa Mohanty
Deepa Mathew

nee.

OM SWASTIK
Deepa Mathew
MANAGING PARTNER

That there will be no claim by the Owner (Party of the First Part) on the Developer (Party of the Second part) towards the share allocated to them neither the Developer



(Party of the Second part) will have any claim whatsoever on the Owner (Party of the First Part) towards the share allocated to her.

That this agreement is executed for allotment of owner share and forms a part of the original agreements executed between the parties on the 5th September 2018.

That in case of any dispute or difference that arises between the parties during the progress of or after construction or abandonment of the work, pertaining to the construction of any incidental and ancillary disputes/ difference arising out of the contract or any other supplementary contract disputes relating to payment and non payment entitlement between the parties, etc. except unilateral cancellation of this agreement by either party, shall be referred to an arbitrator to be nominated by the owner party of the and the builder/ developer party of the second part jointly and acceptable to both the parties.

That the parties agree and undertake that any dispute between the parties relating to the interpretation of the terms and conditions stipulated in this agreement, the rights, obligations and entitlements flowing from this agreement or any disputes connected with the construction of the proposed building and/or any other incidental or ancillary dispute and shall be subject to the jurisdiction of the competent courts at Bhubaneswar /Cuttack.

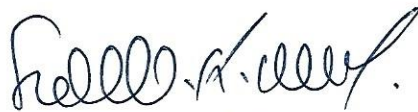
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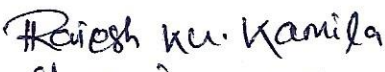
Dist.-Khurda, Tahasil.-Bhubaneswar, P.S.:Balianta, under District Sub Registrar Office Bhubaneswar, Mouza.- Rudrapur, Khata No. 412/1069, Plot No. 544/9187 measuring area Ac.0.230 dec. and Khata No415, Plot No. 541 measuring area Ac. 0.620 dec totally admeasuring AC. 0.850 dec & 3441.07 Square Meter.

(Drawing are attached to this agreement, which will form a part of this agreement for proper identification of the said share. Landowners shares is marked in red)

In the presence of witness where of the parties here to have signed this agreement and given their seal and signature on the date first written above i.e. 10.02.2022 at Bhubaneswar.

WITNESSES

1. 
SIDDHARTH. K. MOHANTY
120-B, SURYANAGAR, UNIT-7
BHUBANESWAR, ODISHA

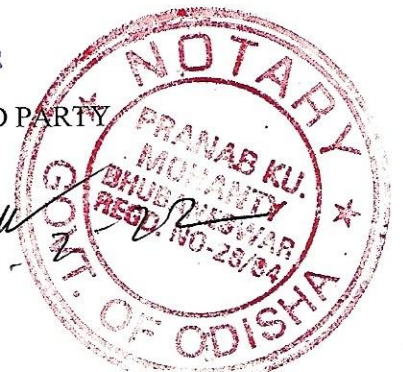
2. 
Ritesh Kumar Kamila
Shree Vinay, Patia
6 Bhubaneswar

 nee. Deepa Mathures
SIGNATURE OF FIRST PARTY

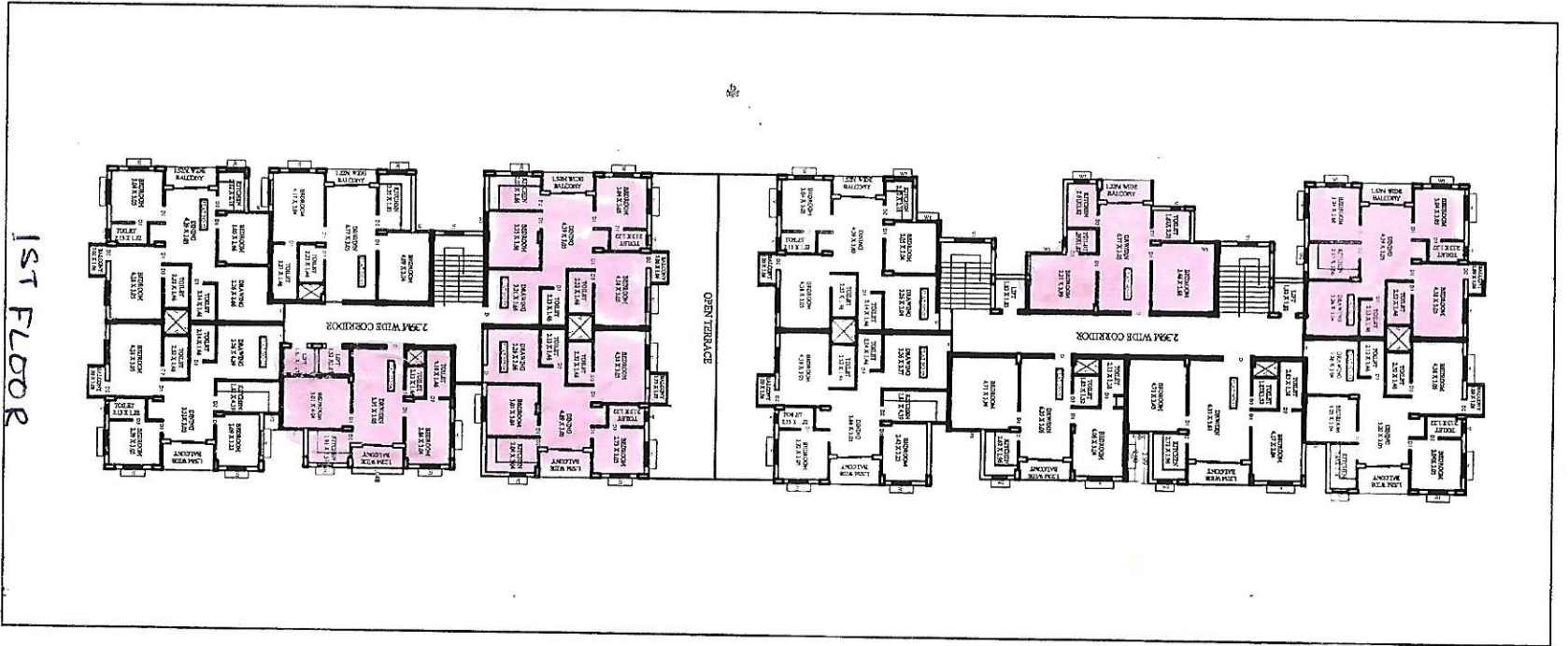
OM SWASTI K


MANAGING PARTNER

SIGNATURE OF SECOND PARTY

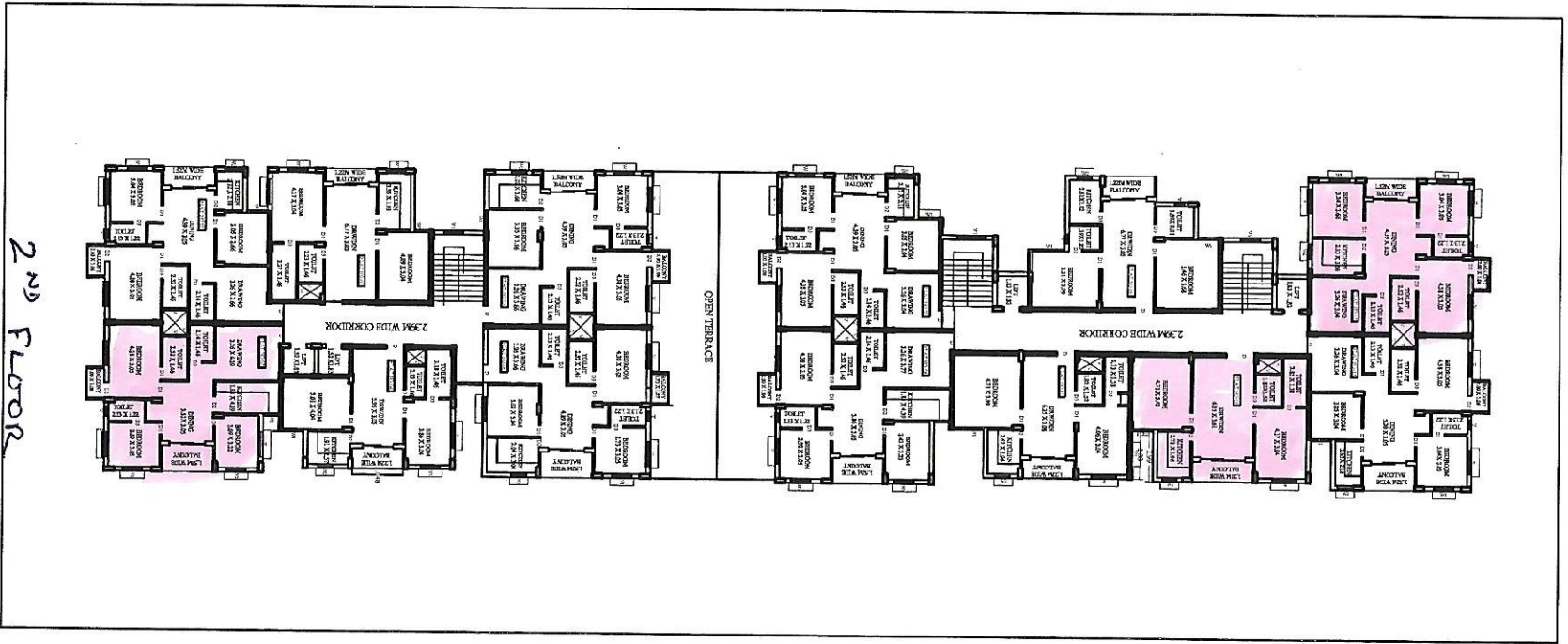


**BLOCK - A APARTMENT
TYPICAL FLOOR PLAN
1ST FLOOR - 4TH FLOOR**



OM SWASTIK
Deepa Tring
 MANAGING PARTNER

Deepa Madhant
 Nee - *Deepa Matthew*



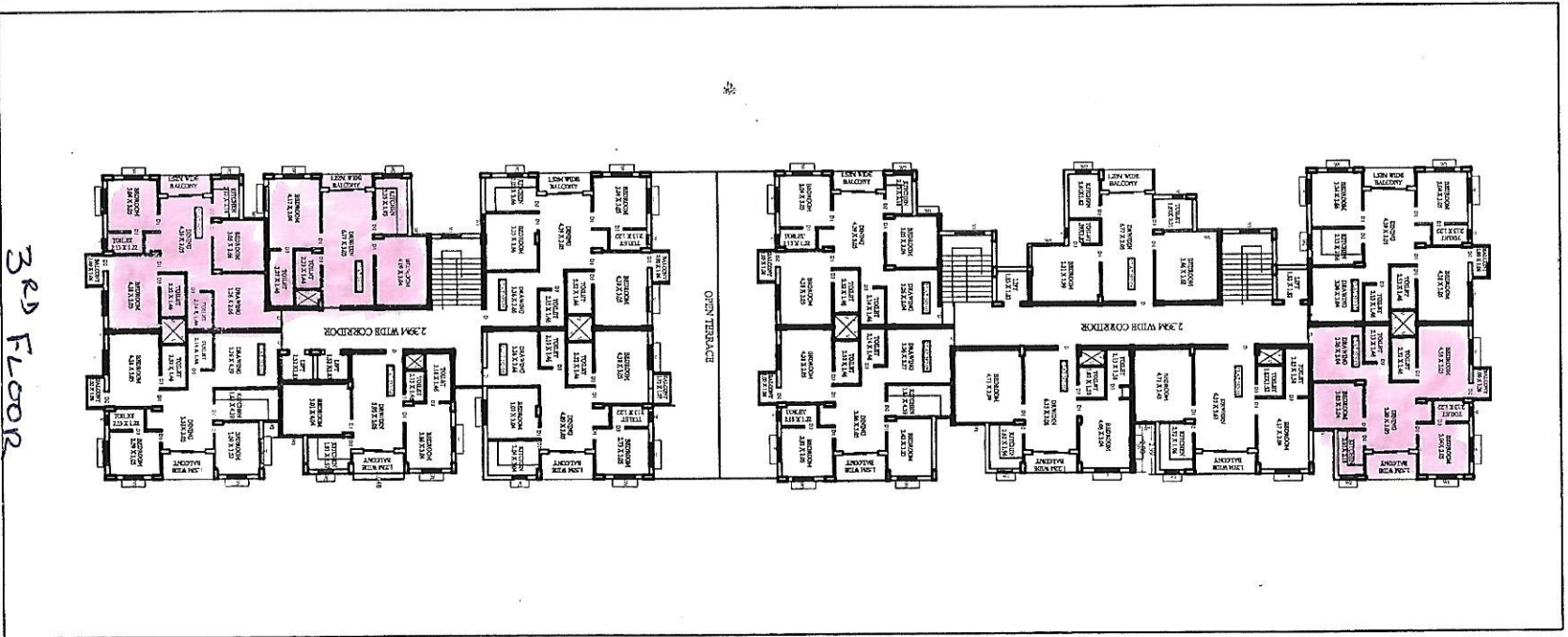
2nd Floor

BLOCK - A APARTMENT
 TYPICAL FLOOR PLAN
 1ST FLOOR - 4TH FLOOR



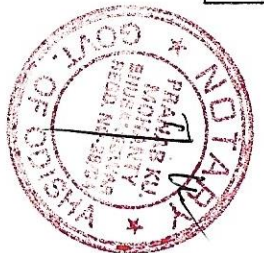
OM SWASTIK
 Deepa Tripathy
 MANAGING PARTNER

Deepa Mahanty
 Nee. Deepa Matthews



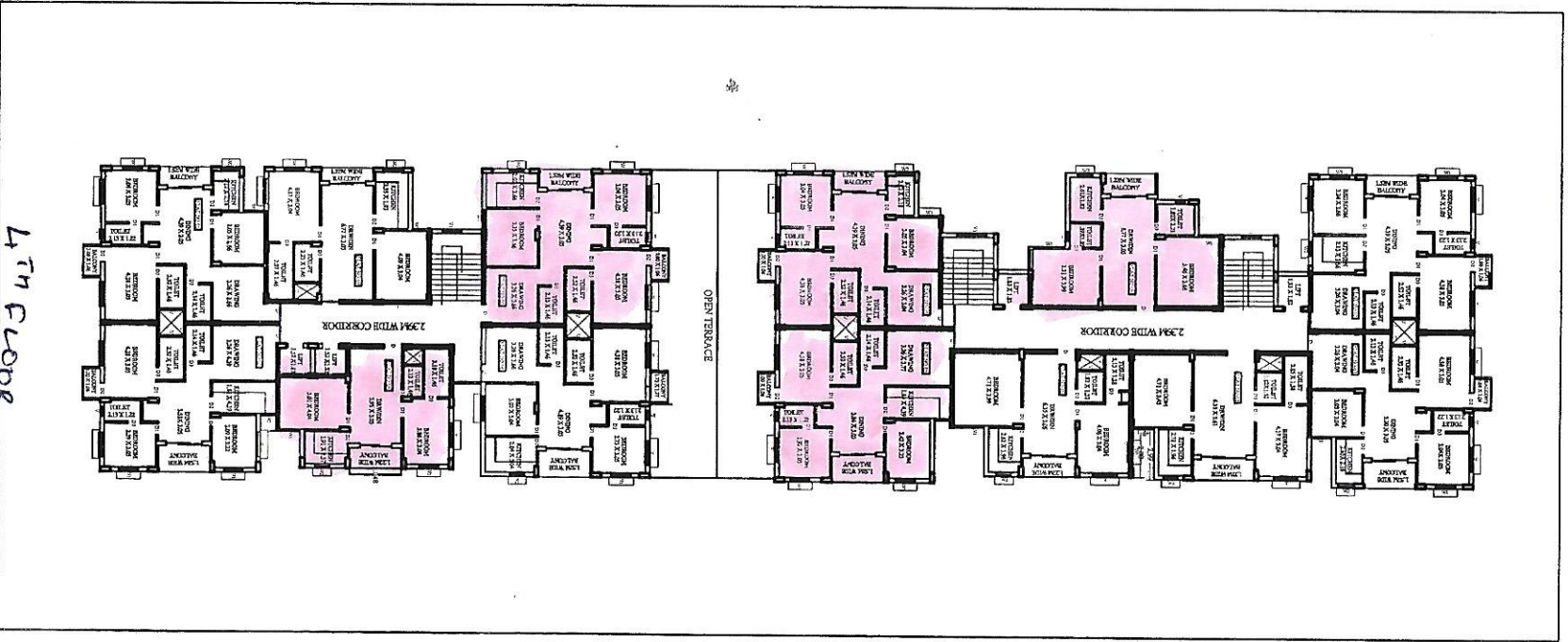
3RD Floor

BLOCK - A APARTMENT
 TYPICAL FLOOR PLAN
 1ST FLOOR - 4TH FLOOR



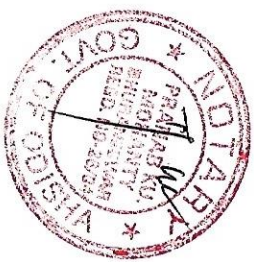
OM SWASTIK
Deepa Tuly
 MANAGING PARTNER

Deepa Mishra
 Nee - *Deepa Matthews*



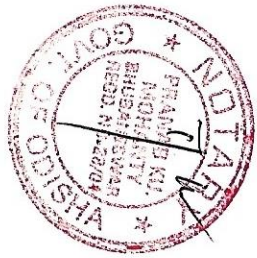
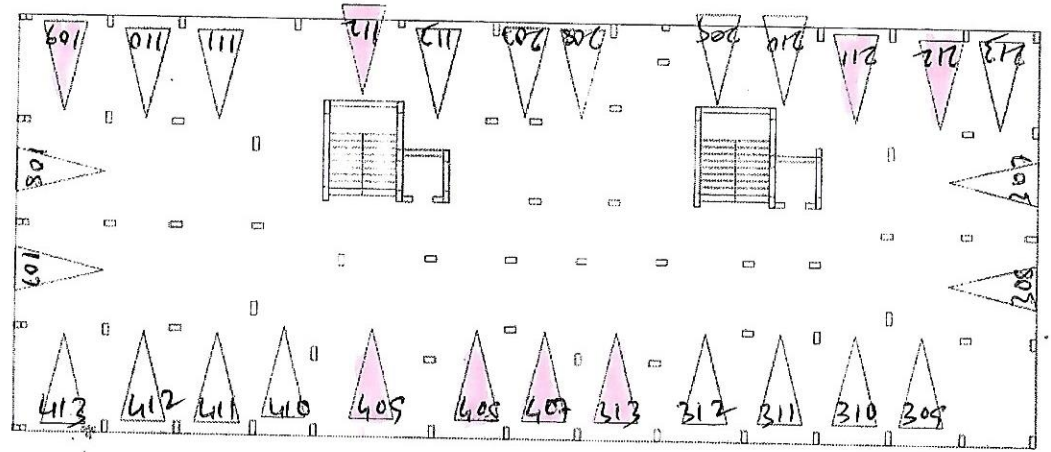
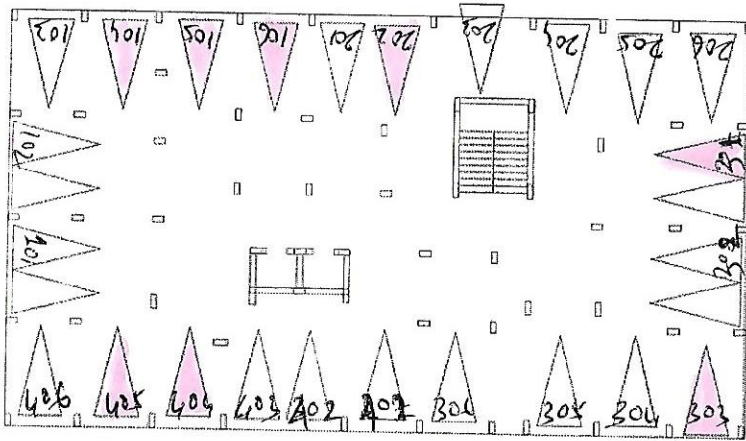
4th Floor

BLOCK - A APARTMENT
TYPICAL FLOOR PLAN
1ST FLOOR - 4TH FLOOR



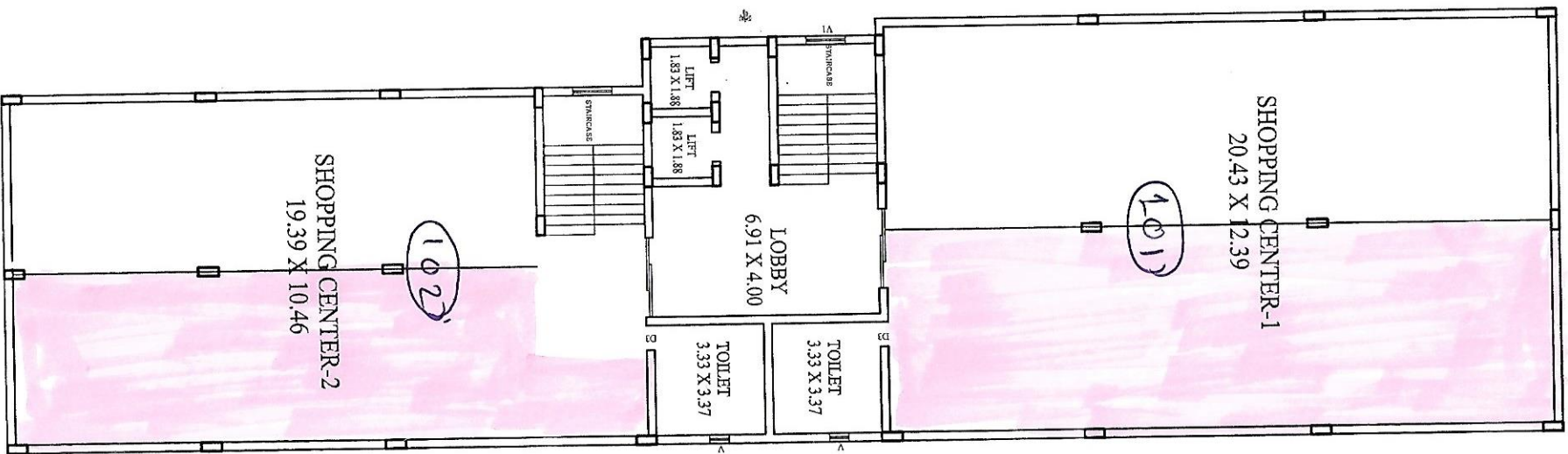
OM SWASTIK
 Deepa Mathews
 MANAGING PARTNER

nee. Deepa Mohanty
 Deepa Matthews

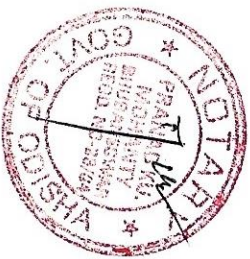


OM SWASTIK
Deepa Mathew
 MANAGING PARTNER

Deepa Mathew
 nee. Deepa Mathews

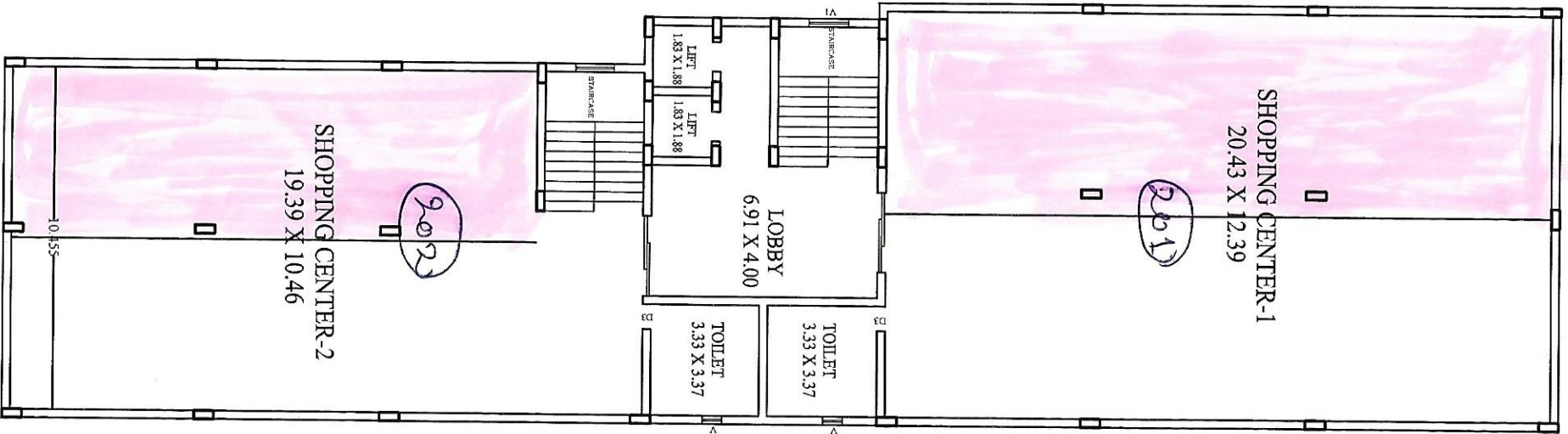


SHOPPING CENTRE
TYPICAL FLOOR PLAN
1ST, 2ND & 3RD FLOOR



OM SWASTIK
Deepa Tulya
MANAGING PARTNER

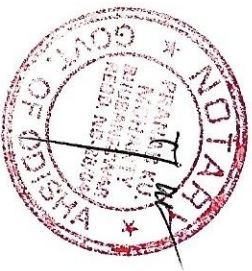
Deepa Mohanty
nee . Deepa Matthews

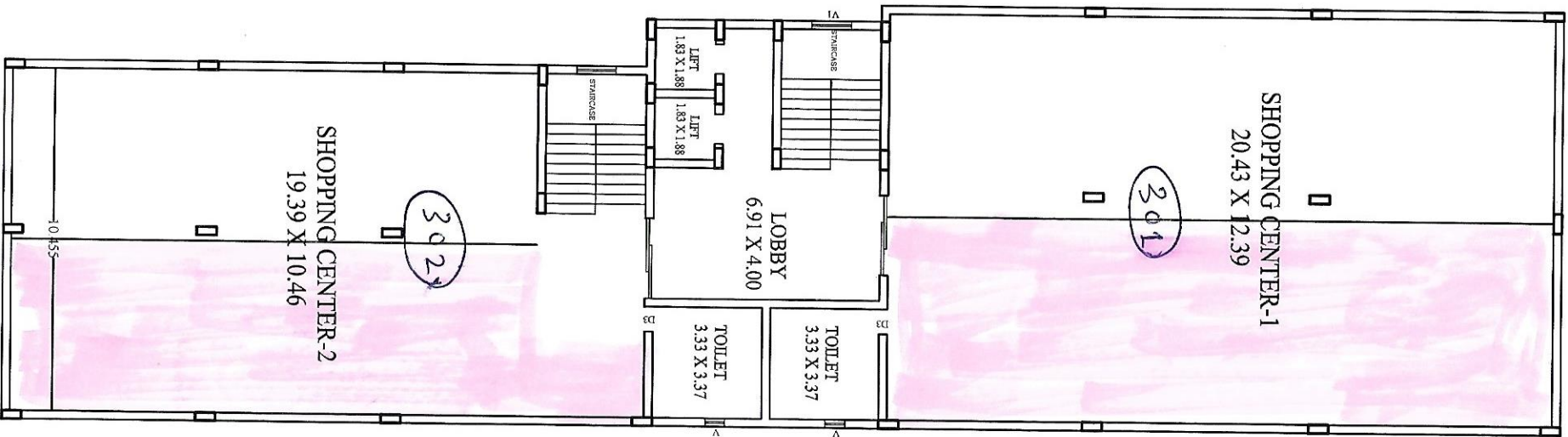


TYPICAL FLOOR PLAN
1ST, 2ND & 3RD FLOOR

Deepa Mohanty
nee . Deepa Matthews

OM SWASTI K
Deepa Mohanty
MANAGING PARTNER



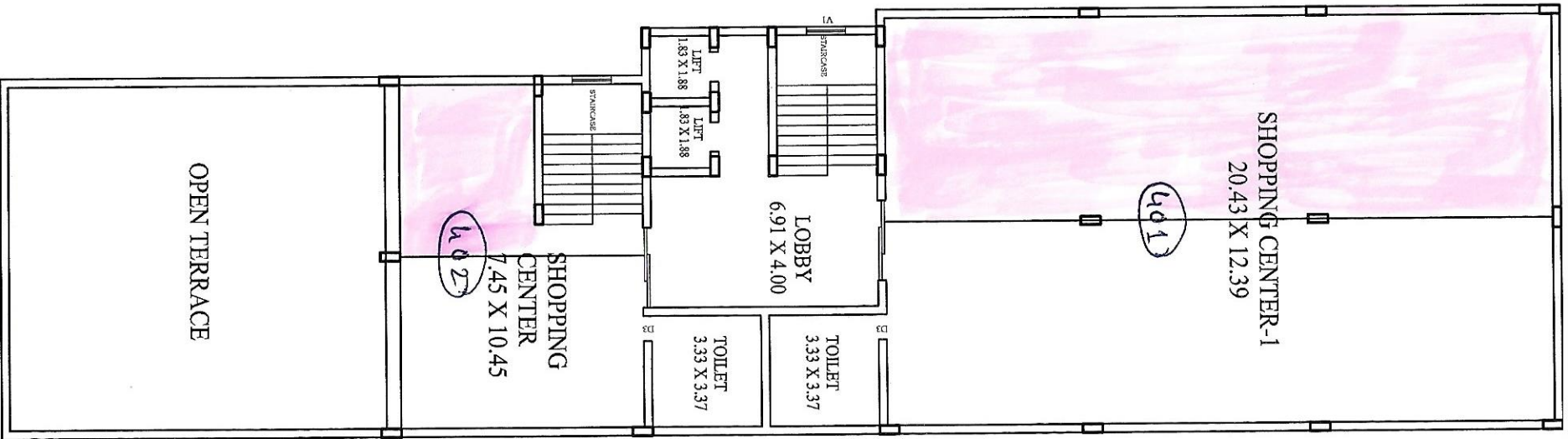


TYPICAL FLOOR PLAN
1ST, 2ND & 3RD FLOOR



OM SWASTIK
Deepa Tripathy
 MANAGING PARTNER

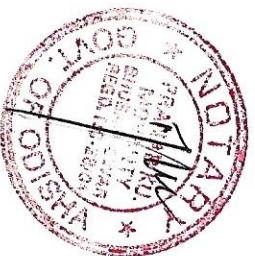
Deepa Mohanty
 nee - *Deepa Matthews*

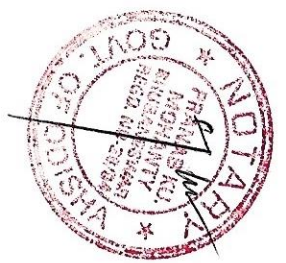
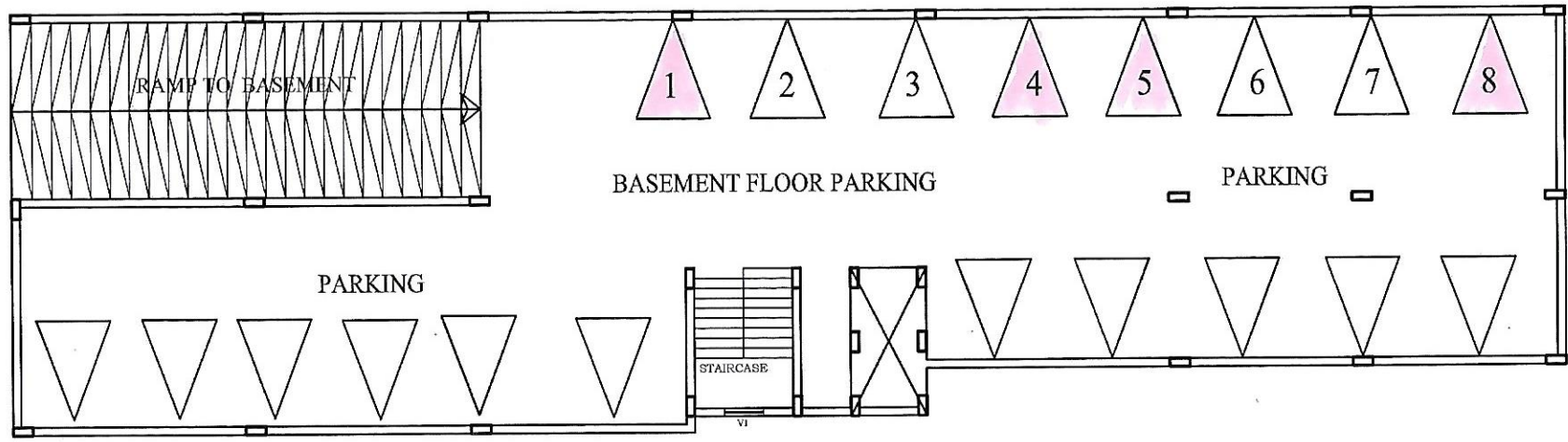


TYPICAL FLOOR PLAN
4TH FLOOR

Deepa Mishra
nee. Deepa Matthews

OM SWASTI K
Om Swasti K
MANAGING PARTNER

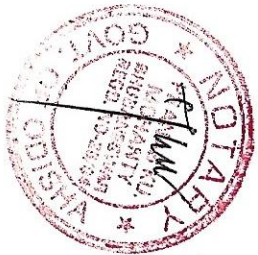
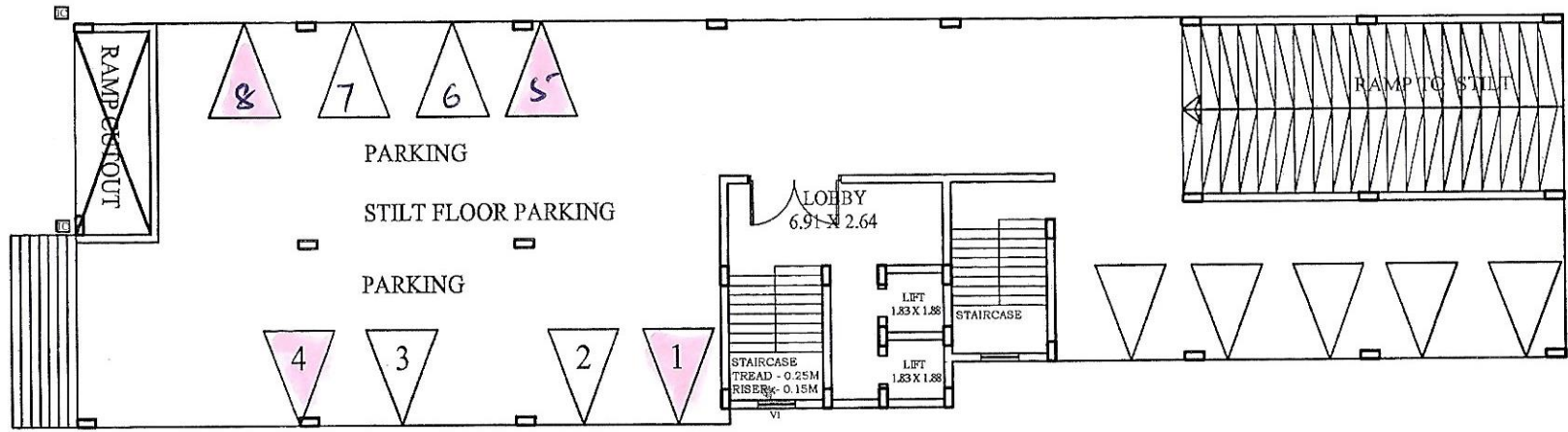




OM SWASTIK
Deepa Mathew
 MANAGING PARTNER

BASEMENT FLOOR PARKING

Deepa Mathew
 see. *Deepa Mathew*



CM SWASTIK
Deepa Tuly
 MANAGING PARTNER

STILT FLOOR PARKING

Deepa Mohanty
 nee. *Deepa Matthew*