

22 JUN 2022



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56AA 588347

THIS DEED OF ALLOTMENT AGREEMENT MADE ON THIS 21st day of June 2022

BETWEEN

Sri Biswajit Saha (PAN NO – ALAPS5275J, AADHAAR No. - 464022634240) aged about 60 years S/o Late Bhagwan Ram, by Caste- Bania and by Profession– Business, Resident of Ganesh Ghat, P.S.-Purighat, Cuttack, PIN – 753002, Dist-Cuttack, Odisha, (hereinafter referred to as the “LANDOWNER” which expression unless excluded by or repugnant to the subject or context shall include his legal heirs, successors, representatives and other assigns) of the FIRST PART. Mob: 9437021551



AND

M/S KHUSHI REALCON PRIVATE LTD. a private limited company(CIN- U45201OR2012PTC015524) having its registered office at S-2/A-42,43,44 Mancheswar Industrial Estate, Bhubaneswar, PIN – 751010, P.S. Mancheswar, Dist. Khurda(Odisha) represented by its director (by virtue of a resolution dated 15.10.2019) SRI PRADEEP THACKER(DIN-01886198, PAN NO. – AAKPT7887L, AADHAR NO. 644810156080) aged about 55 years, Residing at Plot No.9/C, Jaydurga Nagar, Bomikhal, Bhubaneswar-751006, S/o Late

Biswajit Saha

KHUSHI REALCON PVT. LTD.
 Pradeep Thacker
 Director

JAGYNESWAR ACHARYA
NOTARY, GOVT. OF INDIA
BBSR, DIST- KHURDA, ODISHA
REGD. NO. 7791/2009
MOB: 8455885397

Mani Lal Thacker, By Caste-Bania, 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 Directors, successors in business, executors, administrators, representatives and other assignees) of the OTHER PART. Mob: 9937067936.

WHEREAS, the property mentioned in the scheduled below Dist: Khurda, Tahasil – Bhubaneswar P.S.- Baliana, P.S No-5, Mouza – Pahala under the Jurisdiction of District Sub Registrar Khurda at Bhubaneswar, Khata No. 352/101(Three Hundred and Fifty Two Over One hundred and One), Plot No – 124(One Hundred Twenty Four) area Ac 0.140 decimals (One Hundred Forty Decimals) and Khata No. 56/4(Fifty Six over Four), Plot No – 211/1746 (Two Hundred and Eleven over One thousand seven hundred forty six) area Ac 0.320 decimals (Three Hundred Twenty Decimals), total area of Two Khata Two Plots area Ac 0.460 decimals (Four Hundred and Sixty decimals) Kisam – Gharabari and Khata No. 56/4(Fifty Six over Four), Chaka No.150(one Hundred and Fifty), Plot No.211(Two Hundred and Eleven), Area Ac 0.010 decimals (Ten decimals) Chakabhukta. Total area Ac 0.470 decimals (Four hundred and seventy decimals).

AND WHEREAS, the “Builder/Developer” having wide experience and expertise in building/developing such apartment/ commercial complex in Bhubaneswar city and elsewhere, negotiated with the land owner to promote and develop a Commercial / Apartment Complex on the scheduled land entirely at the cost of the Builder/developer subject to the terms and conditions set forth hereinafter in this covenant.

AND WHEREAS, after detailed discussion an agreement was made on dated 25-10-2019 between the first party member and the second party and accordingly the first party member gave a registered power of attorney vide no 11081911957/2019 dated 28-10-2019.

AND WHEREAS, the second Party accordingly applied to BMC and obtain an approval on the amalgamated land of Ac. 2.440 Dec vide letter no ANB/3398/2022, dated 31-03-2022. Out of the Ac 0.470 Dec area of Land Owner, plot area of Ac. 0.010 Dec Is showing under road in CDP Map of Development Authority and same has not been converted into Gharabari, hence only Ac. 0.460 Dec land area of Land Owner has been considered for taking approval from BMC. Both the Parties to this agreement agree and

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Biswajit Saha
Director

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confirm that, the plan for construction has been finalized taking into account the prevailing norms of BMC, Fire Clearance as well as the mutual needs and final discussions amongst the parties to this agreement.

AND WHEREAS, it was agreed in the agreement dated 25-10-2019 that upon approval from BMC an allotment agreement will be made wherein it will be explicitly mentioned the allotment to each party to the agreement.

AND WHEREAS, the developer shall construct the building in compliance to the clauses stated in development agreement and shall not act beyond the authority given in the power of attorney. If the developer acted beyond authority or in violation of any terms and condition of contract the same shall not be binding on the 1st party.

AND WHEREAS, as agreed, the 1st party is allotted his share from Tower-3 (Block-C) "Commercial Block" and will have no rights on Tower-1(Block A) & Tower-2 (Block B) "Residential Blocks".

AND WHEREAS, as per the development agreement between both the parties dated 25-10-2019, the 1st party is allotted his 40% share of allotment of the Saleable Area up to 3.61 FAR on Ac. 0.460 Dec land of Land Owner with Carpet Area totaling 17038.33 Sq.Feet and Total Built-up area totaling to 29050 Sq. Feet, along with its common areas and undivided share of land per below details:

FLAT NO	FLOOR	Carpet Area (SQF)	TBA (SQF)	Type
G-2	GROUND	1,287.80	2,195	Showroom 2
G-3	GROUND	1,529.35	2,630	Showroom 3
102	1ST	1,249.59	2,175	Office 2
103	1ST	795.57	1,390	Office 3
104	1ST	933.56	1,625	Office 4
301	3RD	359.73	665	Office 1



Biswajit Singh

KHUSHI REALCON PVT. LTD.
Rajdeep Thakur
Director

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302	3RD	319.91	570	Office 2
303	3RD	319.91	570	Office 3
304	3RD	319.91	570	Office 4
305	3RD	319.91	570	Office 5
306	3RD	319.91	570	Office 6
307	3RD	373.19	675	Office 7
308	3RD	319.91	570	Office 8
309	3RD	319.91	570	Office 9
310	3RD	299.02	545	Office 10
801	8TH	694.49	1,160	Apartment Suites-Type-1
802	8TH	657.68	1,065	Apartment Suites-Type-2
803	8TH	657.68	1,070	Apartment Suites-Type-3
804	8TH	707.09	1,160	Apartment Suites-Type-4
805	8TH	635.83	1,065	Apartment Suites-Type-5
806	8TH	632.82	1,060	Apartment Suites-Type-6
901	9TH	694.49	1,160	Apartment Suites-Type-1
902	9TH	657.68	1,065	Apartment Suites-Type-2
903	9TH	657.68	1,070	Apartment Suites-Type-3
904	9TH	707.09	1,160	Apartment Suites-Type-4
905	9TH	635.83	1,065	Apartment Suites-Type-5
906	9TH	632.82	1,060	Apartment Suites-Type-6

17,038.33 29,050



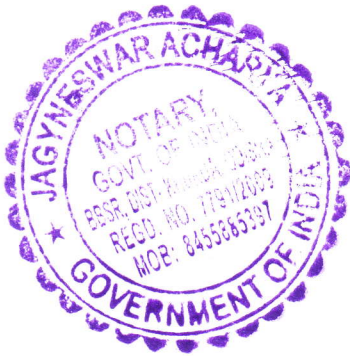
Biswajit Saha

KHUSHI REALCON PVT. LTD.
Deep Thakur
Director

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AND WHEREAS, the builder / developer of the 2nd has been allotted the units along with its common areas and undivided share of land as per below:

FLAT NO	FLOOR	Carpet Area (SQF)	TBA (SQF)	Type
G-1	GROUND	1,397.92	2,410	Showroom 1
101	1ST	962.09	1,685	Office 1
201	2ND	2,718.88	4,635	Restaurant -1
202	2ND	2,170.56	3,665	Restaurant -2
203	2ND	932.70	1,625	Kitchen
313	3RD	363.29	635	Office 13
314	3RD	427.22	775	Office 14
311	3RD	454.67	820	Office 11
312	3RD	419.80	750	Office 12
401	4TH	694.49	1,160	Apartment Suites-Type-1
402	4TH	657.68	1,065	Apartment Suites-Type-2
403	4TH	657.68	1,070	Apartment Suites-Type-3
404	4TH	707.09	1,160	Apartment Suites-Type-4
405	4TH	635.83	1,065	Apartment Suites-Type-5
406	4TH	632.82	1,060	Apartment Suites-Type-6
501	5TH	694.49	1,160	Apartment Suites-Type-1
502	5TH	657.68	1,065	Apartment Suites-Type-2
503	5TH	657.68	1,070	Apartment Suites-Type-3



Biswajit Saha

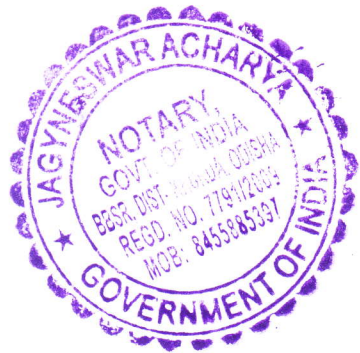
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504	5TH	707.09	1,160	Apartment Suites-Type-4
505	5TH	635.83	1,065	Apartment Suites-Type-5
506	5TH	632.82	1,060	Apartment Suites-Type-6
601	6TH	694.49	1,160	Apartment Suites-Type-1
602	6TH	657.68	1,065	Apartment Suites-Type-2
603	6TH	657.68	1,070	Apartment Suites-Type-3
604	6TH	707.09	1,160	Apartment Suites-Type-4
605	6TH	635.83	1,065	Apartment Suites-Type-5
606	6TH	632.82	1,060	Apartment Suites-Type-6
701	7TH	694.49	1,160	Apartment Suites-Type-1
702	7TH	657.68	1,065	Apartment Suites-Type-2
703	7TH	657.68	1,070	Apartment Suites-Type-3
704	7TH	707.09	1,160	Apartment Suites-Type-4
705	7TH	635.83	1,065	Apartment Suites-Type-5
706	7TH	632.82	1,060	Apartment Suites-Type-6

25,789.47 43,320



AND WHEREAS, as per the development agreement between both the parties dated 25-10-2019, the construction of the proposed residential cum commercial building was agreed to be completed within 48(Forty-Eight) calendar months from the date of Registration with ORERA. It is also agreed between the two parties that the ORERA Registration shall be separate for the residential as well as commercial portions of the approved plan. That is, the ORERA application for the building on the landowner's land (where the building being shared between the two parties will be constructed) will be separate from the ORERA registration of the residential area being developed.

B. S. Wajit Saha

KHUSHI REALCON PVT. LTD.
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AND WHEREAS, it has been agreed between the Landowner and Builder/Developer that the Builder/Developer will construct the building at their own cost. The Mezzanine floor shall be constructed as per the design and requirements of the landowner and will follow the same agreed minimum specifications as per clause 22(vi) of the agreement dated 25.10.2019. However, the Mezzanine floor should confirm to the overall design and elevational elements.

AND WHEREAS, if an opportunity arises to combine the Landowner's share in the commercial space with the builder's/Developer share for the purpose of leasing out, in that case, the rent will be shared proportionately.

AND WHEREAS, it is hereby agreed that, the total parking as per design is 29 Nos. (plus 29 nos parking due to stacker) in the upper basement and 13 Nos. on ground level in the setback area. As agreed, the Landowner is entitled to get 14 Nos. Parking. It is hereby agreed that reserved parking slots on the ground floor will be two each (2 for each the land owner and the builder) and also there will be 7 Nos. upper basement reserved parking (Plus 7 Nos. Stacker parking's thereon) (Parking No. 1 to 7) and 11 Nos. (Parking No. 8 to 18) (plus 11 Stacker parking's) for the Builder in the upper basement. All the balance parking in upper basement as well as in the ground level will be for visitors/occupants of commercial Block-C(Tower-3) with right to enter and exit from residential Tower-II (Block B) ramp.

AND WHEREAS, any defects/damages/construction flaws in the Landowner's share of 40% within 5 years from the date of possession will be rectified by the Builder/Developer at the cost of Builder/Developer.

AND WHEREAS, it is hereby agreed that, the share allotted in this allotment deed annexure along with other terms and conditions have been decided and agreed upon mutually between the Builder/Developer and the landowner, and both the parties shall honor this allotment deed at all times without any claim on the other party whatsoever.

Biswajit Saha

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AND WHEREAS, it is hereby agreed that, the Landowner and Builder/Developer have the exclusive and absolute right/title/interest on their respective allotment share to sell/mortgage/let-out on rent or lease.

The Security amount of Rupees Fifty Lakhs paid to the Land owner by the Builder on the date of signing of Land development agreement i.e., 25th Oct, 2019 will be re-imbursed as per below schedule:

RE-PAYMENT SCHEDULE		
SL. No.	PAYMENT TIME	Amount (In %)
1	On Signing of Allotment Agreement	10%
2	On Completion of Foundation	10%
3	On Completion Basement Floor Casting	10%
4	On Completion Basement Roof Casting	10%
5	On Ground Floor Roof Casting	10%
6	On 1 st Floor Roof Casting	10%
7	On 2 nd Floor Roof Casting	10%
8	On 3 rd Floor Roof Casting	10%
9	On 4th Floor Roof Casting	10%
10	On Brick Work	5%
11	On Handover	5%

The 1st party will pay the Municipal Holding Tax, Electricity Connection Charges, Corpus Fund Deposit and Maintenance Charges towards the shops & flats allotted to it.

At the time of delivery of possession of the flats / commercial space of the 1st party, all taxes or charges or fees viz. GST, Capital Gains Tax, Income Tax or any other tax, if any whether levied or to be levied

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in future by the Govt. or Statutory authority concerned, on the owner's share, the same shall be borne and paid by 1st party/owner and for the developer's share will be paid by the developer.

All disputes between the parties hereto shall be settled within the jurisdiction of Bhubaneswar only.

SCHEDULE OF PROPERTY

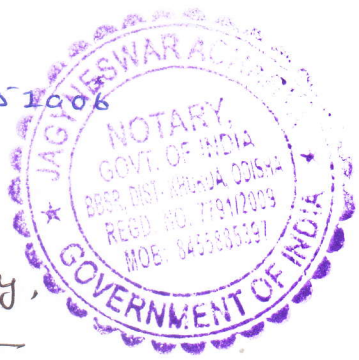
Dist: Khurda, Tahasil – Bhubaneswar P.S.- Baliana, P.S No-5, Mouza – Pahala under the Jurisdiction of District Sub Registrar Khurda at Bhubaneswar, Khata No. 352/101 (Three Hundred and Fifty Two Over One hundred and One), Plot No – 124 (One Hundred Twenty Four) area Ac 0.140 decimals (One Hundred Forty Decimals) and Khata No. 56/4(Fifty Six over Four), Plot No – 211/1746 (Two Hundred and Eleven over One thousand seven hundred forty six) area Ac 0.320 decimals (Three Hundred Twenty Decimals), total area of Two Khata Two Plots area Ac 0.460 decimals (Four Hundred and Sixty decimals) Kisam – Gharabari and Khata No. 56/4 (Fifty Six over Four), Chaka No.150(one Hundred and Fifty), Plot No.211 (Two Hundred and Eleven), Area Ac 0.010 decimals (Ten decimals) Chakabhukta.Total area Ac 0.470 decimals (Four hundred and seventy decimals).

IN WITNESSES WHEREOF, the parties to this agreement have put their seal and signatures, on this 21st day of June 2022 in presence of the following witnesses:

WITNESSES:

1. Anupam Prasad
Belaji Complex
Jharpada
Bhubaneswar - 751006
2. Raj Agarwal
M/4, Basanti Colony,
Rourkela- 769012
ODISHA.

Executed in
Presence of Witness



Biswajit Saha
Signature of the First Party
(Owner)

Signature of the Second Party
(Builder/ Developer)
KHUSHI REALCON PVT. LTD.

JAGYNESWARACHARYA
NOTARY, GOVT. OF INDIA
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IDENTIFIED BY ME
ADVOCATE, BBSR