

NOTARISED

भारतीय गैर न्यायिक

पचास
रुपये

भारत

FIFTY
RUPEES

Rs.50

INDIA
NON JUDICIAL



ଓଡ଼ିଶା ओडिशा ODISHA

09-02-2022 G 779588



DUSASAN SAMANTARAY
NOTARY, GOVT. OF ODISHA
BHUBANESWAR, ODISHA
REGD. NO. - 38/2012
MOB - 9439143015



Surendra Nath Pattnaik

Dusasan Samantaray

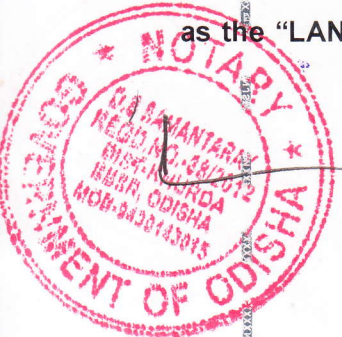
KHUSHREALCON PVT. LTD.
Deepak Thacker
Director

THIS DEED OF ALLOTMENT AGREEMENT MADE ON THIS 2nd Day of February 2022

BETWEEN

Sri Surendra Nath Pattnaik (PAN NO – ADAPP6467B, AADHAAR No. - 753147567950) aged about 71 years S/o Late Ram Chandra Pattnaik, by Caste- Karan and by Profession- Business, Resident of Flat No. 105, 1st Floor, Sudersan Tower, Saheed Nagar, P.S.- Saheed Nagar, Bhubaneswar, PIN – 751007, Dist-Khorda, Odisha(hereinafter referred to as the "LANDOWNER" which expression shall unless it be excluded by or repugnant to

Surendra Nath Pattnaik



the subject or context shall include his legal heirs, successors, representatives and other assigns) of the FIRST PART. MOB – 9437306376. In the event of any unfortunate incident happening to Sri Surendra Nath Pattnaik, then each of his legal heirs to get 1/3rd equal shares of the uncashed cheques from the builder / developer.

1. Smt. Sanjeeta Pattnaik(PAN No. – AEAPP9822K, AADHAAR No. – 636583866157) aged about 67 years, W/o Sri Surendra Nath Pattnaik, Resident of Flat No. 105, 1st Floor, Sudarsan Tower, Saheed Nagar, P.S. – Saheed Nagar, Bhubaneswar – 751007, Distt: Khordha, Odisha
2. Sri Prakash Pattnaik (PAN No. – AJVPP9019N, AADHAAR No. – xxxxxxxxxxxx) aged about 47 years, S/o Sri Surendra Nath Pattnaik, Resident of Flat No. 105, 1st Floor, Sudarsan Tower, Saheed Nagar, P.S. – Saheed Nagar, Bhubaneswar – 751007, Distt: Khordha, Odisha
3. Sri Manas Pattnaik (PAN No. AGIPP2703P, AADHAAR No. – 216226441286) aged about 43 years, S/o Sri Surendra Nath Pattnaik, Resident of Flat No. 105, 1st Floor, Sudarsan Tower, Saheed Nagar, P.S. – Saheed Nagar, Bhubaneswar – 751007, Distt: Khordha, Odisha

KHUSHI REALCON PVT. LTD.
Sri Prakash Pattnaik
Director

AND

M/S KHUSHI REALCON PRIVATE LTD. a private limited company (CIN-U45201OR2012PTC015524, PAN No. – AAECK8235G) 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 06.12.2019) 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 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 SECOND PART.

Sri Surendra Nath Pattnaik

Whereas the property mentioned in the scheduled below Dist: Khorda, Tahasil – Bhubaneswar P.S.- Laxmisagar, Mouza – Gobindaprasad(Bhubaneswar Sahar Unit No. 32) under the Jurisdiction of District Sub Registrar Khorda at Bhubaneswar, Khata No.



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1057/1257(One Thousand and Fifty Seven Over One Thousand Two hundred and Fifty Seven), Plot No – 710(Seven Hundred and Ten) area Ac 0.064 decimals (Sixty Four Decimals) and Plot No – 622/2468 (Six Hundred and Twenty Two over Two thousand Four hundred and Sixty Eight) area Ac 0.111 decimals (One Hundred and Eleven Decimals), total One Khata Two Plots Total Area Ac 0.175 decimals (One Hundred and Seventy Five decimals) Kisan – Gharabari.

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 no. 447 was made on dtd 04-03-2020 between the first party member and the second party and accordingly the first party member gave a registered power of attorney vide no 11081914032/2019 dtd 18-12-2019.

AND WHEREAS, the second Party accordingly applied to BMC and obtain an approval on the amalgamated land of Ac. 0.592 Dec vide letter no 2651/2022 dtd 15-01-2022. Both the Parties to this agreement agree and 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 no. 447 dtd 04-03-2020 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 per the development agreement no. 447 between both the parties dated 04-03-2020, the 1st party is allotted his share of allotment along with its common areas and undivided share of land per below details:

KHUSHI REALCON PVT. LTD.

Pradyumn Thakur
Director

Surendra Nath Pattnaik



Flat / Shop No.	Floor	Carpet Area (in SQM)	Balcony Area (in SQM)	Excl. Terrace	Parking
71 - 4.5BHK	Seventh	175.33	14.40	0.00	12.50
73 - 3.5BHK	Seventh	141.60	12.37	0.00	12.50

In addition to the above allotted share in the proposed building the 2nd party will pay the 1st party, a sum of Rs. 1,68,75,000/- (One Crore Sixty Eight Lakh and Seventy Five Thousand only) as per below:

- (i) Ch. No. 559856 drawn on State Bank of India, IIC Chandaka Branch, Bhubaneswar - 10 dated 01-03-2024 for Rs. 50,62,500/- (Rupees Fifty Lakh Sixty Two Thousand and Five Hundred only) (Rs. 56,25,000/- less TDS @ 10%(Rs. 5,62,500/-) = Rs. 50,62,500/-.
- (ii) Ch. No. 559857 drawn on State Bank of India, IIC Chandaka Branch, Bhubaneswar - 10 dated 01-05-2024 for Rs. 50,62,500/- (Rupees Fifty Lakh Sixty Two Thousand and Five Hundred only) (Rs. 56,25,000/- less TDS @ 10%(Rs. 5,62,500/-) = Rs. 50,62,500/-.
- (iii) Ch. No. 559858 drawn on State Bank of India, IIC Chandaka Branch, Bhubaneswar - 10 dated 01-07-2024 for Rs. 50,62,500/- (Rupees Fifty Lakh Sixty Two Thousand and Five Hundred only) (Rs. 56,25,000/- less TDS @ 10%(Rs. 5,62,500/-) = Rs. 50,62,500/-.

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

Flat / Shop No.	Floor	Carpet Area (in SQM)	Balcony Area (in SQM)	Excl. Terrace	Parking
Anchor Shop - 1	Ground	170.35	0.00	0.00	12.50
Café	Ground	57.63	0.00	0.00	12.50
14 - 4.5BHK	First	169.73	14.63	0.00	12.50
12 - 3.5BHK	First	146.45	12.26	47.72	12.50
13 - 3.5BHK	First	141.60	12.37	0.00	12.50
21 - 4.5BHK	Second	175.33	14.40	0.00	12.50
22 - 3.5BHK	Second	146.45	12.26	0.00	12.50
23 - 3.5BHK	Second	141.60	12.37	0.00	12.50
24 - 4.5BHK	Second	169.73	14.63	0.00	12.50
51 - 4.5BHK	Fifth	175.33	14.40	0.00	12.50
52 - 3.5BHK	Fifth	146.45	12.26	0.00	12.50

KHUSHI REALCON PVT. LTD.

Director

Surentra Nath Pattnaik



53 - 3.5BHK	Fifth	141.60	12.37	0.00	12.50
54 - 4.5BHK	Fifth	169.73	14.63	0.00	12.50
41 - 4.5BHK	Fourth	175.33	14.40	0.00	12.50
42 - 3.5BHK	Fourth	146.45	12.26	0.00	12.50
43 - 3.5BHK	Fourth	141.60	12.37	0.00	12.50
44 - 4.5BHK	Fourth	169.73	14.63	0.00	12.50
61 - 4.5BHK	Sixth	175.33	14.40	0.00	12.50
62 - 3.5BHK	Sixth	146.45	12.26	0.00	12.50
63 - 3.5BHK	Sixth	141.60	12.37	0.00	12.50
64 - 4.5BHK	Sixth	169.73	14.63	0.00	12.50
91 - 4.5BHK	Ninth	175.33	14.40	0.00	12.50
92 - 3.5BHK	Ninth	146.45	12.26	0.00	12.50
93 - 3.5BHK	Ninth	141.60	12.37	0.00	12.50
94 - 4.5BHK	Ninth	169.73	14.63	0.00	12.50
101 - 4.5BHK	Tenth	175.33	14.40	0.00	12.50
102 - 3.5BHK	Tenth	146.45	12.26	0.00	12.50
103 - 3.5BHK	Tenth	141.60	12.37	0.00	12.50
104 - 4.5BHK	Tenth	169.73	14.63	0.00	12.50
112 - 3.5BHK	Eleventh	146.45	12.26	0.00	12.50
113 - 3.5BHK	Eleventh	141.60	12.37	0.00	12.50
114 - 4.5BHK	Eleventh	169.73	14.63	0.00	12.50

AND WHEREAS, as per the development agreement no. 447 between both the parties dated 04-03-2020, the construction of the proposed residential cum commercial building has been agreed to be completed within 48(Forty Eight) calendar months from the date of Registration with ORERA.

The builder does hereby undertake to construct the building as per the specification mentioned below and the same is agreed by the 1st party:

Providing

1. Noise Canceling UPVC Window with mosquito mess
2. Balcony Plaster & SS Railing with Glass



KHUSHI REALCON PVT. LTD.
 Director
 Surentra Naita Pathraik
 1700sqm Thacker

3. Main Door – Flush Door 8'x 4' with lock & tower bolt
4. Electrical Conduit only at ceiling
5. Bathroom – Waterproofing, False Ceiling, In-let Out-let Piping & Plaster
6. Sliding Door for Balcony
7. Provision for Water outlet of AC

Not Providing

1. Any Door inside flat
2. No CP & Sanitary Fittings
3. No flooring
4. No electrical conduit on walls only from ceiling
5. No kitchen Platform & sink
6. No Paints on any wall or ceiling
7. No internal walls & plaster

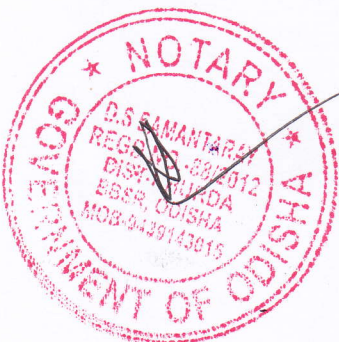
The 1st party will pay the GST, Stack Parking Charges, electricity connection charges, corpus fund deposit and maintenance charges towards the flats allotted to it, if retained and will not pay if the same is surrendered for sale to the 2nd party.

At the time of delivery of possession of the flats of the 1st party, all taxes or charges or fees viz. GST, Holding Tax or any other indirect tax, if any whether levied or to be levied 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, if the allotted flats are retained by the 1st party, however Capital Gains Tax, Income tax will be paid by the 1st party to the concerned authority irrespective of allotment retained or not, excluding GST. All taxes or charges or fees viz. GST, Holding Tax or any other indirect and direct tax viz. Capital Gain Tax, Income Tax etc. for Developer's / 2nd party share will be borne by the developer / 2nd party

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

KHUSHI REALCON PVT. LTD.
Indeeep Thakker
Director

Surendra Natta Pattanik



DUSASAN SAMANTARAY
NOTARY, GOVT. OF ODISHA
BHUBANESWAR, ODISHA
REGD.NO.-88/2012
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SCHEDULE OF PROPERTY

Dist: Khorda, Tahasil – Bhubaneswar P.S.- Laxmisagar, Mouza – Gobindaprasad (Bhubaneswar Sahar Unit No. 32) under the Jurisdiction of District Sub Registrar Khorda at Bhūbaneswar, Khata No. 1057/1257(One Thousand and Fifty Seven Over One Thousand Two hundred and Fifty Seven), Plot No – 710(Seven Hundred and Ten) area Ac 0.064 decimals (Sixty Four Decimals) and Plot No – 622/2468 (Six Hundred and Twenty Two over Two thousand Four hundred and Sixty Eight) area Ac 0.111 decimals (One Hundred and Eleven Decimals), total One Khata Two Plots Total Area Ac 0.175 decimals (One Hundred and Seventy Five decimals) Kisam – Gharabari.

IN WITNESSES WHEREOF, the parties to this agreement have put their seal and signatures, on this 2nd Day of February 2022 in presence of the following witnesses:

WITNESSES:

1. Vahan
Vahan Jain
C-203, LTB Ashish Apt.
Canal Road, Shampada
BBSR-06, Odisha

2.

Prakesh chandra maharana
Pathar bandha behera Shai
Banibihar
bhubaneswar 751007

Surendra Nath Pattnaik

Signature of the First Party
(Owner)

Radheep Thacker
KHUSHREALCON PVT. LTD.
Director

Signature of the Second Party
(Builder/ Developer)

04-02-2022

DUSASAN SAMANTARAY
NOTARY, GOVT. OF ODISHA
BHUBANESWAR, ODISHA
REGD.NO.-88/2012
MOB-9439143015

