- 4 MAR 2022

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

SPECIAL ADHESIVE

ODISHA

ଓଡ଼ିଶା ओड़िशा ODISHA

N 217030

AGREEMENT FOR EVIDENCING ALLOTMENT OF FLAT

IN THE "GM TERRACE" APARTMENT

Made on this 04th day MARCH of 2022.

BETWEEN

"M/s Motwani Constructions PVT LTD", a company incorporated under the companies act having its, registration No.**U70100OR2008PTC010136, PAN AAGCM2496K** having its office at. Ground floor N/4 229 irc village nayapalli, Bhubaneswar, Pin- 751022, Dist.-Khurda represent through its Director Shri Manas Motwani, aged about 31 years, son of Shri Dillip Kumar Motwani, having AADHAR no- **3437 7938 0545** hereinafter referred as "THE DEVELOPERS / FIRST PARTY (which expression unless by or repugnant to the subject or

For Motwani Constructions Pvt. Ltd.
DIRECTOR

For GM Infratech Ltd.
Authorised Signatory

5154
04/03/22

Neotumi Castering
N/Gopalli

DISTRICT TREASURY
KHURDA, BHUBANESWAR
TREASURY OFFICER

N.K.Sahoo
Stamp Vendor
Bhuabneswar

JAGYNESWAR ACHARYA
NOTARY, GOVT. OF INDIA
BBSR, DIST-KHURDA, ODISHA
REGD. NO. 771/2009
MOB: 8455885397

context shall deem to mean and include his/their legal heirs, successors, partners, representatives, administrators, executers and assigns of the FIRST PART/ DEVELOPER.

AND

G. M. Infratech ltd, a company incorporated under the companies act having its, **registration No.- 45400WB2011PLC167996 PAN - AECG4626M** and havings its registered office at 7, waterloo street, 2nd floor, Kolkata, West Bengal, pin-700069, represented through its Director Sri. Raj Kumar Misra, aged about 55 years, S/o: Late Ghanshyam Misra, by Caste:- Brahmin, by Profession: Business, at: Gorumahisani, P.o: Gorumahisani, P.S: Gorumahisani, Dist: Mayurbhanj, **AADHAR NO- 3742 71680716** hereinafter referred as "THE OWNER (which expression unless by or repugnant to the subject or context shall deem to mean and include his/their legal heirs, successors, representatives, administrators, executers and assignees of the SECOND PART.

NOTARY, GOVT. OF INDIA, BBSR DIST. KHURDA, ODISHA, REGD. NO. 771/2009, MOB: 8455885397, JAGYNESWAR ACHARYA

For Motwani Constructions Pvt. Ltd.
DIRECTOR

For GM Infratech Ltd.
Authorised Signatory

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

1. That whereas, the parties hereto (both the first party and the second party) have entered into a development agreement on dated 16/11/2021, to develop and construct Multi storey residential building over the property as mentioned in the schedule

2. Whereas, as per the development agreement it was agreed between the parties that, the second party has granted exclusive right of development to the first party. And as per the agreement the Second party are been allotted **Thirty five unit of 3BHK flat** in the project as their total share with **thirty five parking space** and proportionate common area thereon.

3. Whereas the First party has obtained approval of a total area of 19,802.10 SQ.MT (total construction area) vide approval no – ,Cuttack dated 03/11/2021 approved by Cuttack development authority comprising of 1 blocks of S+10 and independent flats/units having parking space, total 115 units and 1 block of S+4 named as EWS block. Proposed project to be named as **"G M TERRACE"**

For Motwani Constructions Pvt. Ltd.
DIRECTOR

For GM Infratech Ltd.
Authorised Signatory

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REGD. NO. 7791/2009
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4. Whereas, the Second party share shall be allotted in 1 Block only. As one more block is approved under EWS scheme(ie 1735.64 SQ.MT) hence it is amicably decide by both parties that

   i. That it is not allowed by the authority to sell the EWS block as it would take the entire EWS block to their disposal by paying just the construction cost only, there will be no share division between the first and second party.

5. Whereas, as per the new ORERA law we are allowed to sale the total carpet area coming out of the total construction area of the project. Therefore we hereby divide our share as per the carpet area in the same proportionate as agreed in the development agreement moreover mentioned above. And the proportionate construction area will confirmed to the land owners and purchasers in regard.

6. Whereas, the total carpet area calculated in the project (excluding total carpet area EWS block) is 11,011.25sq mtr.

For Motwani Constructions Pvt. Ltd.
DIRECTOR

For GM Infratech Ltd.
Authorised Signatory

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BBSR, DIST. KHURDA, ODISHA
REGD. NO. 7791/2009
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7. **That the land owner share as decided above is calculated here:**

   i. Total Carpet Area, (Affecting to the Total construction That is including Parking And all other constructed facilities) is 11,011.25 sq mtr.

   ii. The Share of the Second Party Calculated Proportionately on their share of land out of the Total land used in the Project including the Road area is coming to **3303.38** Sq. Mtr. The calculation of the same is given below in Anexure

   Land Owner's Flats towards his 30% share

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

For Motwani Constructions Pvt. Ltd.
DIRECTOR

Sl No	BLOCK	Floor	Flat	FLAT TYPE	CARPET AREA IN SQ.MTR	PARKING NUMBER	PARKING AREA IN SQ.MTR	PARKING TYPE
1	A	1ST	A1-102	3BHK	95.8	89	10.95	COVERED
2	A	2ND	A1-202	3BHK	95.8	101	10.95	OPEN
3	A	3RD	A1-301	3BHK	95.8	91	11.49	COVERED
4	A	3RD	A1-303	3BHK	95.8	93	11.62	COVERED
5	A	4TH	A1-404	3BHK	95.8	76	9.856	COVERED
6	A	6TH	A1-604	3BHK	95.8	24	13.9	COVERED
7	A	7TH	A1-703	3BHK	95.8	27	12.45	COVERED
8	A	7TH	A1-704	3BHK	95.8	28	11.62	COVERED
9	A	9TH	A1-903	3BHK	95.8	35	13.9	COVERED
10	A	10TH	A1-1002	3BHK	95.8	38	11.49	COVERED
11	A	10TH	A1-	3BHK	95.8	40	12.45	COVERED

For GM Infratech Ltd.
Authorised Signatory

JAGYNESWAR ACHARYA
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BBSR, DIST- KHURDA, ODISHA
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			1004					
12	A	1ST	A2-103	3BHK	95.8	86	10.37	COVERED
13	A	2ND	A2-203	3BHK	95.8	98	10.95	OPEN
14	A	3RD	A2-302	3BHK	95.8	3	11.49	COVERED
15	A	4TH	A2-401	3BHK	95.8	6	11.49	COVERED
16	A	4TH	A2-404	3BHK	95.8	9	13.9	COVERED
17	A	5TH	A2-502	3BHK	95.8	11	13.9	COVERED
18	A	6TH	A2-603	3BHK	95.8	108	11.2	COVERED
19	A	7TH	A2-702	3BHK	95.8	16	11.49	COVERED
20	A	8TH	A2-801	3BHK	95.8	18	13.9	COVERED
21	A	9TH	A2-901	3BHK	95.8	109	12.57	COVERED
22	A	9TH	A2-904	3BHK	95.8	78	9.856	COVERED
23	A	10TH	A2-1004	3BHK	95.8	110	12.57	COVERED
24	A	1ST	A3-101	3BHK	95.8	106	10.95	OPEN
25	A	2ND	A3-202	3BHK	95.8	107	10.98	OPEN
26	A	3RD	A3-303	3BHK	95.8	45	11.49	COVERED
27	A	4TH	A3-404	3BHK	95.8	50	11.49	COVERED
28	A	5TH	A3-503	3BHK	95.8	53	11.49	COVERED
29	A	6TH	A3-601	3BHK	95.8	55	13.9	COVERED
30	A	6TH	A3-604	3BHK	95.8	58	11.49	COVERED
31	A	7TH	A3-704	3BHK	95.8	64	9.856	COVERED
32	A	8TH	A3-803	3BHK	95.8	67	9.856	COVERED
33	A	9TH	A3-902	3BHK	95.8	70	9.856	COVERED
34	A	10TH	A3-1001	3BHK	95.8	81	10.49	COVERED
35	A	10TH	A3-1002	3BHK	95.8	82	10.2	COVERED
	TOTAL		35 UNITS	3BHK	3353	35 UNITS		

For Motwani Constructions Pvt. Ltd.
Manas Motwani
DIRECTOR

For GM Infratech Ltd.
Authorised Signatory

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8. That, the area shown in the above chart is the share of the land owner i.e **35 units out of 115 total units with 31 nos of COVERED PARKING and 4 nos of OPEN PARKING**. Whereas the 30% calculative carpet area is coming **3303.38/** sq.mt and the area allotted as above is **3351.25** sq.mt i.e. the area allotted is more by **47.87** sq.mt

9. **That the developer share as decided above is calculated here:**

Total Carpet Area, (Affecting to the Total construction that is including Parking And all other constructed facilities) is 11,011.25 sq mtr.

Sl No	BLOCK	Floor	Flat	FLAT TYPE	CARPET AREA IN SQ.MTR	PARKING NUMBER	PARKING AREA IN SQ.MTR	PARKING TYPE
1	A	1ST	A1- 103	3BHK	95.75	100	8.3	OPEN
2	A	2ND	A1-201	3BHK	95.75	90	11.2	COVERED
3	A	2ND	A1-203	3BHK	95.75	102	10.95	OPEN
4	A	2ND	A1-204	3BHK	95.75	103	10.95	OPEN
5	A	3RD	A1-302	3BHK	95.75	92	11.49	COVERED
6	A	3RD	A1-304	3BHK	95.75	94	12.78	COVERED
7	A	4TH	A1-401	3BHK	95.75	95	10.21	COVERED
8	A	4TH	A1-402	3BHK	95.75	96	11.2	COVERED
9	A	4TH	A1-403	3BHK	95.75	97	8.3	COVERED
10	A	5TH	A1-501	3BHK	95.75	75	9.856	COVERED

For Motwani Constructions Pvt. Ltd.
DIRECTOR

For GM Infratech Ltd.
Authorised Signatory

11	A	5TH	A1-502	3BHK	95.75	74	9.856	COVERED
12	A	5TH	A1-503	3BHK	95.75	73	9.856	COVERED
13	A	5TH	A1-504	3BHK	95.75	72	9.856	COVERED
14	A	6TH	A1-601	3BHK	95.75	21	13.9	COVERED
15	A	6TH	A1-602	3BHK	95.75	22	13.9	COVERED
16	A	6TH	A1-603	3BHK	95.75	23	13.9	COVERED
17	A	7TH	A1-701	3BHK	95.75	25	11.49	COVERED
18	A	7TH	A1-702	3BHK	95.75	26	11.49	COVERED
19	A	8TH	A1-801	3BHK	95.75	29	11.49	COVERED
20	A	8TH	A1-802	3BHK	95.75	30	11.49	COVERED
21	A	8TH	A1-803	3BHK	95.75	31	10.22	COVERED
22	A	8TH	A1-804	3BHK	95.75	32	11.49	COVERED
23	A	9TH	A1-901	3BHK	95.75	33	11.49	COVERED
24	A	9TH	A1-902	3BHK	95.75	34	13.9	COVERED
25	A	9TH	A1-904	3BHK	95.75	36	13.9	COVERED
26	A	10TH	A1-1001	3BHK	95.75	37	13.9	COVERED
27	A	10TH	A1-1003	3BHK	95.75	39	11.49	COVERED
28	A	1ST	A2-101	3BHK	95.75	85	8.3	COVERED
29	A	1ST	A2-102	3BHK	95.75	99	11.49	OPEN
30	A	2ND	A2-201	3BHK	95.75	87	11.49	COVERED
31	A	2ND	A2-202	3BHK	95.75	88	11.49	COVERED
32	A	2ND	A2-204	3BHK	95.75	1	13.9	COVERED
33	A	3RD	A2-301	3BHK	95.75	2	11.49	COVERED
34	A	3RD	A2-303	3BHK	95.75	4	11.49	COVERED
35	A	3RD	A2-304	3BHK	95.75	5	11.49	COVERED
36	A	4TH	A2-402	3BHK	95.75	7	11.49	COVERED
37	A	4TH	A2-403	3BHK	95.75	8	13.9	COVERED
38	A	5TH	A2-501	3BHK	95.75	10	13.9	COVERED
39	A	5TH	A2-503	3BHK	95.75	111	14.52	COVERED
40	A	5TH	A2-504	3BHK	95.75	12	11.49	COVERED
41	A	6TH	A2-601	3BHK	95.75	13	11.49	COVERED

JAGYNESWAR ACHARYA
NOTARY, GOVT. OF INDIA
BBSR, DIST-KHURDA, ODISHA
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For Motwani Constructions Pvt. Ltd.
DIRECTOR

For GM Infratech Ltd.
Authorised Signatory

42	A	6TH	A2-602	3BHK	95.75	14	11.49	COVERED
43	A	6TH	A2-604	3BHK	95.75	15	11.62	COVERED
44	A	7TH	A2-701	3BHK	95.75	113	12.57	COVERED
45	A	7TH	A2-703	3BHK	95.75	112	15.06	COVERED
46	A	7TH	A2-704	3BHK	95.75	17	11.49	COVERED
47	A	8TH	A2-802	3BHK	95.75	114	12.57	COVERED
48	A	8TH	A2-803	3BHK	95.75	19	13.9	COVERED
49	A	8TH	A2-804	3BHK	95.75	20	13.9	COVERED
50	A	9TH	A2-902	3BHK	95.75	115	11.2	COVERED
51	A	9TH	A2-903	3BHK	95.75	77	9.856	COVERED
52	A	10TH	A2-1001	3BHK	95.75	79	13.36	COVERED
53	A	10TH	A2-1002	3BHK	95.75	60	13.36	COVERED
54	A	10TH	A2-1003	3BHK	95.75	61	9.856	COVERED
55	A	1ST	A3-102	3BHK	95.75	105	12.4	OPEN
56	A	2ND	A3-201	3BHK	95.75	104	10.98	OPEN
57	A	2ND	A3-203	3BHK	95.75	41	13.9	COVERED
58	A	2ND	A3-204	3BHK	95.75	42	13.9	COVERED
59	A	3RD	A3-301	3BHK	95.75	43	13.9	COVERED
60	A	3RD	A3-302	3BHK	95.75	44	13.9	COVERED
61	A	3RD	A3-304	3BHK	95.75	46	11.49	COVERED
62	A	4TH	A3-401	3BHK	95.75	47	12.45	COVERED
63	A	4TH	A3-402	3BHK	95.75	48	12.45	COVERED
64	A	4TH	A3-403	3BHK	95.75	49	11.49	COVERED
65	A	5TH	A3-501	3BHK	95.75	51	11.62	COVERED
66	A	5TH	A3-502	3BHK	95.75	52	11.49	COVERED
67	A	5TH	A3-504	3BHK	95.75	54	13.9	COVERED
68	A	6TH	A3-602	3BHK	95.75	56	13.9	COVERED
69	A	6TH	A3-603	3BHK	95.75	57	11.49	COVERED
70	A	7TH	A3-701	3BHK	95.75	59	11.62	COVERED
71	A	7TH	A3-702	3BHK	95.75	62	9.856	COVERED
72	A	7TH	A3-703	3BHK	95.75	63	9.856	COVERED

For Motwani Constructions Pvt. Ltd.
DIRECTOR

For GM Infratech Ltd.
Authorised Signatory

73	A	8TH	A3-801	3BHK	95.75	65	9.856	COVERED
74	A	8TH	A3-802	3BHK	95.75	66	9.856	COVERED
75	A	8TH	A3-804	3BHK	95.75	68	9.856	COVERED
76	A	9TH	A3-901	3BHK	95.75	69	9.856	COVERED
77	A	9TH	A3-903	3BHK	95.75	71	9.856	COVERED
78	A	9TH	A3-904	3BHK	95.75	80	10.2	COVERED
79	A	10TH	A3-1003	3BHK	95.75	83	12.45	COVERED
80	A	10TH	A3-1004	3BHK	95.75	84	13.4	COVERED
	TOTAL		80 UNITS	3BHK	7660	80 UNITS		

10. That, the area shown in the above chart is the share of the developer i.e **80 units out of 115 units with 74 nos of COVERED PARKING and 6 nos of OPEN PARKING**. Whereas the carpet area allotted as above is **7660 sq. mt.**

11. That, the above mentioned 80 units is the share of First party in the total project, and the 35 units of Second party is the 30% of approval achieved on its proportionate share of land and this is been acknowledged by both the parties.

12. That, the Second party shall pay towards the difference area at the time of hand over of the above flats

For Motwani Constructions Pvt. Ltd.
DIRECTOR

For GM Infratech Ltd.
Authorised Signatory

to the first party at a cost of **Rs. 52,724 PER SQ.MT**(Rs 4900/- PER SQ.FT)

13. Any Tax liabilities LOCAL/STATE/CENTRAL arising on account of 70% developers share in the constructed area will be borne by the Second Party and likewise any tax liabilities LOCAL/STATE/CENTRAL arising on account of 30% landowner share of constructed area will be borne by the Second Party.

14. That, it is decided by both the parties that the second party shall pay all LOCAL/STATE/CENTRAL GOVERNMENT taxes as applied at the time of hand over (i.e currently it is GST) to the Second party which would be further deposited by the First party to the concerned Authority. And shall make the payment of maintenance cost, corpus fund and club charges which are other than the construction costs to the first party at the time of handover of the respective flats mentioned above.

15. That, further if the second party want to sell any part of his share to any intending purchaser/s during the period of construction, in that case the second party will enter into an tripartite agreement with the intending purchaser and the builder, whereas the second party will collect the

For Motwani Constructions Pvt. Ltd.
DIRECTOR

For GM Infratech Ltd.
Authorised Signatory

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NOTARY, GOVT. OF INDIA
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REGD. No. 7240/2009

GOVERNMENT taxes as applicable (i:e currently that is G.S.T) including his consideration amount of the flat and same Tax amount shall be paid to the first party which will Further transferred to the concerned authority. And, in that case the cost of all other extra facilities like maintenance cost, corpus fund and club charges decided shall be paid by the purchaser directly to the first party.

16. That whereas, this share allotment agreement shall be considered as part of the said development agreement executed on dated 16/11/2021

17. The court at Bhubaneswar alone shall have jurisdiction to entertain trials actions suits and proceedings arising out of this agreement.

For Motwani Constructions Pvt. Ltd.
DIRECTOR

For GM Infratech Ltd.
Authorised Signatory

JAGYNESWAR ACHARYA
NOTARY, GOVT. OF INDIA
BBSR, DIST-KHURDA, ODISHA
REGD. NO. 77010/09
MOB: 8455885397

SCHEDULE OF PROPERTY

Dist- Cuttack, P.S: Sub Registrar office and Tahasil- Cuttack Sadar. P.S. No.45, Tahasil No. 273, Mouza: Nuahat, Kisam:- Gharabari, Status- Stithiban.

1. Mutation Khata No. 498/511, Plot No- 1250/2114, Mula Khata No.498/110 and mula plot no 1250, , Area Ac1.09 decs,

2. Mutation Khata No.498/320, Plot No-1247/1984, Mula Khata No.234, Area Ac. 0.08 decs.

3. Mutation Khata No.498/321, Plot No- 1259/1985, Area Ac. 0.03.3 Kadi and Plot No-1251/1986, Area Ac. 0.53 decs, Total Area Ac. 0.56.3 Kadi

4. Mutation Khata No.498/732, Plot No-1260/2326, Mula Khata No.498/61 and mula plot no 1260/1513, Area Ac. 0.03 decs.

Total One Mouza, Four Khata and Five Plots, <u>Total Area Ac. 1.76.3 Kadi</u>

JAGYNESWAR ACHARYA NOTARY, GOVT. OF INDIA BBSR, DIST-KHURDA, ODISHA REGD. NO. 77010/09 MOB: 8455885397 GOVERNMENT OF INDIA

For Motwani Constructions Pvt. Ltd.
DIRECTOR

For GM Infratech Ltd.
Authorised Signatory

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

IN WITNESSES WHEREOF, the parties above named signed on this day of 04th day MARCH of , 2022

Witnesses :

1.

For Motwani Constructions Pvt. Ltd.

Manoj Motwani
DIRECTOR

Signature of the
FIRST PARTY

2.

For GM Infratech Ltd.

Authorised Signatory

Signature of the
SECOND PART

IDENTIFIED BY ME

ADVOCATE, BBSR

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

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