

भारतीय गैर न्यायिक

TEN
RUPEES

Rs.10



INDIA NON JUDICIAL

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5911/123570

AGREEMENT FOR ALLOCATION OF SHARE

This **AGREEMENT** is made on this **11 day of May, 2022** for distribution of share of the independent Residential flats units of the Complex "**SIVAM ENCLAVE**" construction over the plot more fully described below.

BETWEEN

M/S SATYAM SIVAM DEVELOPERS, Regd. No.1120201900849 of 2019, Situated at Giri Road, Near Shanti Kund, Berhampur, Dist.: Ganjam, Pin- 760005, Represented By Its Partner 1) **Sri Shubransu Panigrahi**, Aged About 37 Yrs, S/O- Late Bhagaban Panigrahi, Residing At Saradhabali Housing Complex, Qr No 30, 3rd Lane, Khodasing, Berhampur-760010, By Caste Brahmin, By Profession Business, Under B.N.Pur Police Station, Berhampur Tahasil, District- Ganjam. 2) **Sri Roshon Kumar Palo**, Aged About 34 Yrs, S/O- Murali Palo, Residing At Kharavela Nagar 3rd Lane, Near Jyoti Nagar Square, Berhampur-760001, By Caste Baniya, By Profession Business, Under Berhampur Sadar Police Station, Kukudakhandi Tahasil, District- Ganjam herein after referred to called as the "The Promoter/Developer" (which expression unless by or repugnant to the subject or context shall deem to mean and include the heirs legal representatives, administrators, executors and assigns) of the first part.

M/s. Satyam Sivam Developers

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M/s. Satyam Sivam Developers

[Signature]
Partner

Roshon Kumar Palo

Partner

X Jagannath Achary
Sri Prakash Ch. Dash
B.A., LL.B.
NOTARY, Berhampur (Ganjam)
ON 60/2012
26/5/2022



And

SRI JAGAN MOHAN ACHARY Aged About 61 Years, S/O. Late *[Name]* Acharya, Cast By Sunari, Ex Servicemen By Profession, Resident At House No 118, Saradhabali, Of Berhampur Town, P.O.- Engineering School, P.S.: Baidyanath Pur, Dist.: Ganjam, Odisha, hereinafter referred to called as "The Land Owner" (which expression unless repugnant by or represent to the subject or context shall deem to mean and include their heirs legal representatives, administrators, executors and assigns) of the second part.

Whereas, the **Berhampur Municipal Corporation**, and approval communication vide Letter no.502/ **BeMC(BPBA-400/2021)** dated **10.05.2022** accorded permission for construction of 16 Nos. of Residential Flats/Units over Mouza Khodasingi, , Plot No: **98/2657**, Khata No: **240/1695**, for an area of **Ac0.137 Dec.** under "**Gharabari**" Classification in Mouza Khodasingi under Berhampur Tahasil. And above mentioned property situated at 3rd Lane of Bharat Bihar, Khodasingi, Ps.baidyanathpur, Dist. Ganjam , in their Letter No. **502/BeMC, Berhampur dtd. 10.05.2022, Berhampur Municipal Corporation, Berhampur**, the party of the first part shall construct the said flats units/project in the name and style as "**SIVAM ENCLAVE**".

Whereas the parties have entered into a Notarized Development Agreement dtd.**12.03.2021** for residential exploitation of the land and according to the said development agreement the second party is entitled to get 65 % share and first party is entitled to get 35 % share in the housing project "**SIVAM ENCLAVE**".

M/s. Satyam Sivam Developers

[Signature]
Partner

M/s. Satyam Sivam Developers

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[Signature]
Partner

X *[Signature]*

Sri Prakash Ch. Dash
B.A.L.L.B.
NOTARY, Berhampur (Ganjam)
ON. 60/2012
26/1/2022

DETAILS OF FLATS IN "SIVAM ENCLAVE"

Total 16 Nos. of flats units

"SIVAM ENCLAVE"



SL. No.	Flat No.	Carpet Area	Balcony area	Parking No.	Parking Dimension
1	101	68.30 sqm	4.08 sqm	101	8'0"x 14'9"
2	102	68.30 sqm	4.08 sqm	102	8'0"x 14'9"
3	103	68.30 sqm	4.08 sqm	103	8'0"x 14'9"
4	104	68.30 sqm	4.08 sqm	104	8'0"x 14'9"
5	201	68.30 sqm	4.08 sqm	201	8'0"x 14'9"
6	202	68.30 sqm	4.08 sqm	202	8'0"x 14'9"
7	203	68.30 sqm	4.08 sqm	203	8'0"x 14'9"
8	204	68.30 sqm	4.08 sqm	204	8'0"x 14'9"
9	301	68.30 sqm	4.08 sqm	301	8'0"x 14'9"
10	302	68.30 sqm	4.08 sqm	302	8'0"x 14'9"
11	303	68.30 sqm	4.08 sqm	303	8'0"x 14'9"
12	304	68.30 sqm	4.08 sqm	304	8'0"x 14'9"
13	401	68.30 sqm	4.08 sqm	401	8'0"x 14'9"
14	402	68.30 sqm	4.08 sqm	402	8'0"x 14'9"
15	403	68.30 sqm	4.08 sqm	403	8'0"x 14'9"
16	404	68.30 sqm	4.08 sqm	404	8'0"x 14'9"

Total 5 Nos. of flats units

Land Owner/Second Party share flats units

1. SRI JAGAN MOHAN ACHARY (5 Nos. of flats)

SL. No.	Flat No.	Carpet Area	Balcony area	Parking No.	Parking Dimension
1	104	68.30 sqm	4.08 sqm	104	8'0"x 14'9"
2	203	68.30 sqm	4.08 sqm	203	8'0"x 14'9"
3	204	68.30 sqm	4.08 sqm	204	8'0"x 14'9"
4	304	68.30 sqm	4.08 sqm	304	8'0"x 14'9"
5	404	68.30 sqm	4.08 sqm	404	8'0"x 14'9"

M/s. Satyam Sivam Developers

[Signature]
Partner

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M/s. Satyam Sivam Developers

Roshan Kumar Palo

Partner

Sri Prakash Ch. Dash
B.A., LL.B.
NOTARY, Berhampur (Ganjam)
ON 60/2012

26/9/2022
Jagan Mohan Achary



Total 11 Nos. of flats units
Promoter/Developer /First party share flats units

M/S SATYAM SIVAM DEVELOPERS

(Sri Shubransu Panigrahi & Sri Roshon Kumar Palo)

SL. No.	Flat No.	Carpet Area	Balcony area	Parking No.	Parking Dimension
1	101	68.30 sqm	4.08 sqm	101	8'0"x 14'9"
2	102	68.30 sqm	4.08 sqm	102	8'0"x 14'9"
3	103	68.30 sqm	4.08 sqm	103	8'0"x 14'9"
4	201	68.30 sqm	4.08 sqm	201	8'0"x 14'9"
5	202	68.30 sqm	4.08 sqm	202	8'0"x 14'9"
6	301	68.30 sqm	4.08 sqm	301	8'0"x 14'9"
7	302	68.30 sqm	4.08 sqm	302	8'0"x 14'9"
8	303	68.30 sqm	4.08 sqm	303	8'0"x 14'9"
9	401	68.30 sqm	4.08 sqm	401	8'0"x 14'9"
10	402	68.30 sqm	4.08 sqm	402	8'0"x 14'9"
11	403	68.30 sqm	4.08 sqm	403	8'0"x 14'9"

Total 16 Nos. of Flats units.

That GST or any other Taxes, Charges, Cess, Fees etc. levied by the Govt. authorities for the service render by the promoter/developer to the land owner during execution of the project or in future, then the land owner/Second party shall borne the same against his allocation of share.

It is mutually agreed between the parties that the completion period of project has been extended to 18 months from the date of this agreement.

The party of the second part shall pay the proportionate expenses towards installation of electric transformer/substation security deposit towards electric connection, panels, external electrification, individual three phase connection and three phase meter and maintenance charges up to the formation of the society to the party of the first part in respect of his respective share.

M/s. Satyam Sivam Developers

Shubansu Panigrahi
Partner

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M/s. Satyam Sivam Developers

Roshon Kumar Palo
Partner

* *Jagan Mohan Achary*
Sri Prakash Ch. Dash
B.A., LL.B.
NOTARY, Berhampur (Ganjam)
GN. 602012
28/12/2012



SCHEDULE OF PROPERTY

Plot No: 98/2657, Khata No: 240/1695 for an area of Ac. 0.137 Dec. *under*
"Gharabari" Classification in Mouza Khodasingi and above mention. *Mouza*
situated at 3rd Lane of Bharat Bihar, Khodasingi, Ps.baidyanathpur, Dist. Ganjam.
The land is not leasehold and it is not within the consolidate limit.

Total in one Mouza one Khata, one plot total area Ac.0.137 Dec. *kisam*
Gharabari Rent-Rs.1430.

That if any dispute arises, the mater shall be adjudicated within the
jurisdiction of civil court Berhampur only.

In the presence of witness where of the parties hereto have signed this
agreement and give their seal and signature on the date first written above i.e.
11 day of May, 2022 at Berhampur.

WITNESSES:

1. *Sibani Path*

2.

Identified by me:

Advocate.

[Signature]

M/s. Satyam Sivam Dev

1. *[Signature]* Partner

M/s. Satyam Sivam Developers

2. *Roshan Kumar Patra*

Partner

Deponents.

X *Jagan Mohan Achary*



Sri Prakash Ch. Dasta
B.A., LL.B.
NOTARY, Berhampur (Ganjam)
ON. 60/2012

[Signature]