

21 OCT 2021

भारतीय गैर न्यायिक

दस
रुपये

TEN
RUPEES

रु. 10

Rs. 10



INDIA NON JUDICIAL



Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No. 7791/2009
Mob: 9861006114

ଓଡ଼ିଶା ओडिशा ODISHA

50AA 190388

AGREEMENT FOR ALLOTMENT

This Deed of Agreement is made in this 26th day of June , 2021
at Bhubaneswar.

BETWEEN

M/S ESSEN CONSTRUCTION, a registered Partnership Firm
having its registered office at S-2/A-42, Mancheswar Industrial
Estate, Bhubaneswar, P.S. Mancheswar, Dist: Khurda
(Odisha), represented through it's Partner **SRI PRADEEP
THACKER**, aged about 55 years, S/o Late SriManilal
Thacker(hereinafter referred to as the Builder / Developer which
expression unless excluded by or repugnant to the subject or
context shall include its partners and their legal heirs,
successors in business, executors, administrators,
representatives and other assignees) of the FIRST PART

Kailash Ch. Sahu



ESSEN CONSTRUCTION

Pradeep Thacker
PARTNER

LTF ab



Laxmi Prasad Sahu
is attested. [Signature]
is attested. [Signature]

12843
28/10/20

ESSEN Construction

Maulum

[Handwritten signature]

[Handwritten signature]

DISTRICT TREASURY
KHURDA, BHUBANESWAR
02 JUN 2020
ADDL. TREASURY OFFICER

ESSEN CONSTRUCTION

[Handwritten signature]
PARTNER

N.K.SAHOO
Stamp Vendor
Bhubaneswar

AGREEMENT FOR ALLOTMENT

This kind of Agreement is made in the presence of...

of Bhubaneswar

BETWEEN

1. ESSEN CONSTRUCTION a private limited Partnership firm

having its registered office at...

and...

...

...

...

...

...

...

...

...

...

...

...

...

Handwritten signature

AND

Jagyneshwar Acharya
Notary, Govt. Of India
BBSR, Odisha
Regd. No.-7791/2009
Business By Caste-
Mob.-9861006174

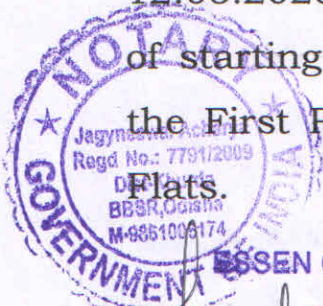
(1) **SRI KAILASH CHANDRA SAHOO**, aged about 65 years S/o Lokanath Sahoo , By profession- Business By Caste-Sundhi, (2) **SMT. LAXMIPRIYA SAHOO**, aged about 63 years W/o Kailash Chandra Sahoo, By profession- Housewife By Caste-Sundhi, both are resident of At-Hanspal, P.O.-Naharkanta, P.S.-Mancheswar, Odisha,(hereinafter referred to as the Owners which expression unless excluded by or repugnant to the subject or context shall include his legal heirs, successors etc)) of the SECOND PART .

WHEREAS, the above named Second Party are the absolute owners of the property mentioned in the schedule below.

AND WHEREAS the Party of the Second Part had offered to the First Party to develop the land to construct building on it entirely at the cost of the builder / developer.

AND WHEREAS upon discussion and settlement of terms of development between the two parties two nos of Agreement was made on 12.06.2020 whereby the First Party took up the work of development of land to construct a building on it.

And whereas it was required by the agreement dated 12.06.2020 that after passing of plan by BMC and at the time of starting of work, there will be further agreement whereby the First Party shall allot to the land owners their share of



Flats.

ESSEN CONSTRUCTION

Madhup Thacker
PARTNER

Kailash Ch. Sahoo

LTT of



Laxmipriya Sahoo
25 *Handwritten signature*

J Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009
Mob:-9861006474

And whereas the plan approved by BMC wide Letter No-54932 dated 25.06.2021 have granted permission for construction of a Stilt +Five storied residential apartment building over the said Plots as per the approved building plan.

And on the basis of the approved plan a floor plan was prepared for sales purpose which is enclosed herewith.

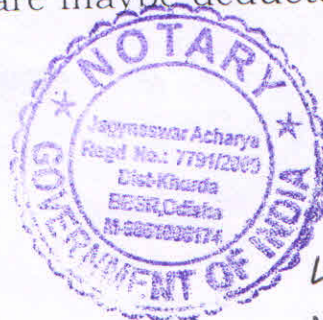
And whereas the as per the agreement, the land owners and builder are to get share of constructed space in the ratio of 40% : 60 % respectively.

And Whereas it is given in clause no 46 of the agreement, that the land owners will get 40% of all FAR, including base FAR and additional FAR and will be bear the costs of FAR, EWS etc proportionately. And as per the plan, the proposal is to make 2.5 FAR. And the total additional cost comes to Rs. 57,51,494/- and accordingly the land owners share comes to Rs. 23,00,598 only which the land owner agrees should be deducted from his proposed share @ Rs 3000/- per sq.ft. Thus, the land owner surrenders 767 sq.ft from his share to the builder.

And Whereas as per clause 47, the builder is to deliver the project within 36 months from the date of RERA registration. However the parties now agree that the 36 months will be from 1st July 2021, that is, by 30thJune 2024. The builder hereby also agrees to compensate to the land owner for any reasonable delay beyond 30thJune 2024 and pay the land owners @ Rs 5000 per month per flat for the number of flats undelivered on 30thJune 2024.

And Whereas as required by the agreement clause 25 and 26 the builder and the Land owners agree that the costs to be borne by the land owners that is GST, Corpus deposit, Electricity of Land owners share maybe deducted by the builder

ESSEN CONSTRUCTION
Jagdeep Thacker
PARTNER



Page 3 of 7

Kailesh Ch Saha
LTS of

Lakshmi Saha
23 attended



Murali

from the proposed share of the Land Owner. For the 15 flats being allotted, the electricity charges comes to $Rs. 10000 \times 15 = 9.00$ Lacs plus the Corpus deposit being Rs. 50000 per flat, the total corpus deposit of the land owner share comes to $Rs. 50000 \times 15 = 7.50$ Lacs. The GST rate at present is 5% of the market value of flats on the date of handover. For the area being handed over, that is, 20441sq.ft and assuming a rate of Rs. 4000 Per Sq.ft on the date of handover, the GST amount 40,88,200.00. The total of electricity, GST and Corpus deposit comes to Rs. 57.38 Lacs.

NOW THEREFORE THIS AGREEMENT witnesseth as follows:
The Parties hereby agree that the following flats will be allotted to the land Owners towards fulfillment of the Owners entitlement of 12365 sq.ft.

Sl No-	Flat No.	Carpets Area	Floor	Parking No	Parking Area
01	104	979 sq.ft.:	First Floor	1	11.05 Sq.mt
02	202	721 sq.ft.	Second Floor	2	11.05 Sq.mt
03	302	721 sq.ft.:	Third Floor	3	17.00 Sq.mt
04	402	721 sq.ft.:	Fourth Floor	4	17.00 Sq.mt
05	502	721 sq.ft.:	Fifth Floor	5	11.05 Sq.mt
06	203	732 sq.ft.:	Second Floor	6	11.05 Sq.mt
07	303	732 sq.ft.:	Third Floor	7	11.05 Sq.mt
08	403	732 sq.ft.:	Fourth Floor	8	11.05 Sq.mt
09	503	732 sq.ft.:	Fifth Floor	9	17.55 Sq.mt
10	504	979 sq.ft.:	Fifth Floor	10	11.89 Sq.mt
11	306	904 sq.ft.:	Third Floor	11	11.89 Sq.mt
12	506	904 sq.ft.:	Fifth Floor	12	15.32 Sq.mt
13	304	979 sq.ft.:	Third Floor	13	13.93 Sq.mt
14	106	904 sq.ft.:	First Floor	14	13.93 Sq.mt
15	406	904 sq.ft.:	Fourth Floor	15	18.11 Sq.mt

Total 12365 sq.ft.:

ESSEN CONSTRUCTION
Radheep Thacker
PARTNER



Page 4 of 7

Kailash Ch. Sahoo

LTT ab

Radheep Thacker is attested by *Kailash Ch. Sahoo*

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No. 7791/2009
Mob: 9861006174

Similarly it is agreed by both the parties that the following Flats and respective Carpet areas total amounting to 21582 sq.ft. are allotted to the builder as his share in the project.

Sl No-	Flat No.	Carpet Area	Floor	Parking No	Parking Area
01	101	1011 sq.ft.:	First Floor	16	13.93 Sq.mt
02	201	1011 sq.ft.	Second Floor	17	16.72 Sq.mt
03	301	1011 sq.ft.	Third Floor	18	13.93 Sq.mt
04	401	1011 sq.ft.:	Fourth Floor	19	13.09 Sq.mt
05	501	839 sq.ft.:	Fifth Floor	20	14.58 Sq.mt
06	102	721 sq.ft.:	First Floor	21	14.58 Sq.mt
07	103	732 sq.ft.:	First Floor	22	14.12 Sq.mt
08	204	979 sq.ft.:	Second Floor	23	13.84 Sq.mt
09	404	979 sq.ft.:	Fourth Floor	24	11.89 Sq.mt
10	105	958 sq.ft.:	First Floor	25	11.89 Sq.mt
11	205	958 sq.ft.:	Second Floor	26	13.84 Sq.mt
12	305	958 sq.ft.:	Third Floor	27	11.70 Sq.mt
13	405	958 sq.ft.:	Fourth Floor	28	15.79 Sq.mt
14	505	958 sq.ft.:	Fifth Floor	29	15.79 Sq.mt
15	206	904 sq.ft.:	Second Floor	30	16.35 Sq.mt
16	107	710 sq.ft.:	First Floor	31	16.35 Sq.mt
17	207	710 sq.ft.:	Second Floor	32	16.35 Sq.mt
18	307	710 sq.ft.:	Third Floor	33	14.86 Sq.mt
19	407	710 sq.ft.:	Fourth Floor	34	15.42 Sq.mt
20	508	1011 sq.ft.:	Fifth Floor	35	13.00 Sq.mt
21	108	1011 sq.ft.:	First Floor	36	12.07 Sq.mt
22	208	1011 sq.ft.:	Second Floor	37	12.07 Sq.mt
23	308	1011 sq.ft.:	Third Floor	38	13.00 Sq.mt
24	408	1011 sq.ft.:	Fourth Floor	39	16.34 Sq.mt

Total 21582 sq.ft.:

ESSEN CONSTRUCTION
Pradip Thacker
PARTNER



Kaishik Ch. Sahoo

LTJ ob
Kampraj Sahoo
is attested
Page 5 of 7

SCHEDULE OF PROPERTY

Dist: Khurda, Tahasil - Bhubaneswar, P.S,-
P.S No-27 Mouza: Naharakanta, under the Jurisdiction of
Dist. Sub Registrar, Khurda, Bhubaneswar, StitibanKhata
No. 609/1177 (Six Hundred Nine/ One Thousand one
Hundred Seventy Seven), Plot No-1403 (One Thousand
Four Hundred three) measuring an Area Ac0.037 dec.&
Plot No.1404 (One Thousand Four Hundred Four)
measuring an Area Ac0.110 dec.&Khata No. 609/1178
(Six Hundred Nine/ One Thousand one Hundred Seventy
Eight), Plot No-1412 (One Thousand Four Hundred
Twelve) measuring an Area Ac0.060 dec and Khata
No -609/122 (Six Hundred Nine/ One Hundred Twenty
Two), Plot No-1413(One thousand Four Hundred
Thirteen) measuring an Area Ac0.070 dec.& Plot
No.1414 (One thousand Four Hundred
Fourteen)measuring an Area Ac0.230 dec., Total area of
one Khata Total one Mouza, Three Khata, Five Plots
total area Ac 0.507 decimals

[Handwritten signature]
Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No-7791/2009
Mob:- 9881006174

ESSEN CONSTRUCTION
[Handwritten signature]
PARTNER

[Handwritten signature]
Kailash Ch. Sahoo



IDENTIFIED
[Handwritten signature]
ADVOCATE, BBSR

LIT of



[Handwritten signature]
25 attested *[Handwritten signature]*

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No-7791/2009
Mob:- 9881006174

Page 6 of 7
[Handwritten signature]
21-10-22

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No. 7791/2009
Mob:- 9861006174

IN WITNESSES WHEREOF, the parties to this agreement have put their seal and signatures, on this day, month and year above mentioned in presence of the following witnesses:

WITNESSES

1. - *Sankar Kumar Acharya*
At
PO - Bhanghalo
Via - Brench
Dist - Puri (Odisha)

ESSEN CONSTRUCTION
Hardeep Thakker
PARTNER

Signature of the First Party

2. - *Jyotirmay Babbar*
At Nuegen
Po - Athanter
Khurda, Odisha

Kailash Ch. Sahoo
LTD
Ladmpriya Sahoo
25 attached *[Signature]*
Signature of Second Party

Executed in
Presence of Witness



IDENTIFIED BY ME

[Signature]
ADVOCATE, BBSR

[Signature]
Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No. 7791/2009
Mob:- 9861006174