

ओडिशा ODISHA 916972

This Agreement is made and executed on this 28th day of October, 2021 (Two Thousand twenty One) for distribution of the share in shape of Flats / Units of the Residential Project "SRI SAI VENKATA RAMANA ENCLAVES".

BETWEEN

M/S. VSP DEVLOPPERS, a Partnership Firm, being represented by its Managing Partner, SRI. TANGUDA VIKARM MAHESH (Aadhar No- 4268 1457 8100), PAN-AANFV082E, Mobile No- 9502595518) aged about 48 years, S/o. Late. T. Kotweswar Rao, by Caste, general, Business by Profession, Resident of Door No. 45-58-17, Flat No- 12, Indu Enclave, Narasimha Nagar, Visakhapatnam, Po/Ps/District: Visakhapatnam in the State of Andhra Pradesh, herein after referred to called as "THE PROMOTER/ DEVELOPER" (Which expression unless by or repugnant to the subject or context shall return to mean and include the heirs, legal representatives, administrators, executors and assignees) of the First Party.

For VSP Developpers.

ATTESTED

For M/s. VSP DEVELOPPERS

Man**aging Parther**ne

M.L.Khamji Notary Public No 16/95 JEYPORE-764001 (K)

Dara-Subhadga.

SECOND PARTY

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No. 1287 Date 27-10-27

Rs. Jel Date 27-10-28, Degrad

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SAMIR KUMAR SATAPATHY STAMP VENDOR, JEYPORE L. No. 03/2000

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For M/s. VSP DEVELOPPERS

Managing Partner

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M/S. VSP DEVLOPPERS; a Partnership Firm.

THE Partner, SRI. TANGUDA VIKARM MANUSH (Audher to a

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executors and assigneed of the First Dank.

ATTESTED

For M/s. VSP DEVELOPPERS

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Noticy Public No 18/95

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Managing Partne

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AND

SMT. DARA SUBHADRA (Aadhar No. 7509 6231 0178, Mobile No. 94371 75005) W/o. Late. Dr. Dara Venkata Ramana Rao, aged 68 years, House maker, by caste General, resident of 622-MEGHA, V.I.P. Lane, Park Street, Jeypore, Po/PS: Jeypore, in the District of Koraput hereinafter called the "THE SITE OWNER" as SECOND PARTY which expression shall unless repugnant to be subject or context shall mean and include her legal heirs, successors, legal representatives, executors, administrators and assigns of the SECOND PARTY.

WHEREAS, the Second Party being the Owner of the property being owned and possess a Gharbari site, situated at Jeypore L.R. Mouza under Ps: Jeypore Town being P.S. No.98, Tahasil & Registration Sub-District: Jeypore in the district of Koraput, which is covered under Khata No.263/ 1336 of Plot No.270/2711, to an extent of Ac.0.24 cents, which stands recorded in the name of her husband Late Dr. D. V. Ramana Rao, in the Tahasil Office Record, Jeypore. Her husband died on 28th May 2021. During his lifetime he had executed a WILL in her favour before the Notary Public vide Document No. 989, Dated 4th August 2020. In the said WILL the property described in the schedule of this deed fell to her share and since then she became the absolute owner of the property.

WHEREAS, the Second Party's husband wanted to develop the vacant site by constructing multi storied residential units and for the said purpose he approached the First party and accordingly it was decided that the First Party & Second Party's Husband, that the First Party will develop the entire site with their own funds and it was further decided the First Party shall keep 65% of the total area of Ac. 0.24 cents and Second Party shall keep 35% of the total area of Ac. 0.24 Cents as their respective shares.

For VSP Developpers.
For M/s. VSP DEVELOPPERS

Managing Partner

Managing Partner

38/10/2021

M.L.Khimji Notary Public No 16/95 JEYPORE-764001 (K) Dara Sulhadra

SECOND PARTY

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Accordingly, the Second Party's husband had executed a G.P.A in favour of the First Party M/s. VSP Developpers being represented by its Managing Partner Sri TANGUDU VIKRAM MAHESH vide Regd. G.P.A. No. 11171503208/2015, on 30th November,2015 at DSR Jeypore. Due to the death of her husband Dr. D.V. Ramana Rao, the General Power of Attorney became defunct. However, it was agreed between the parties to this Deed earlier that the First party will develop the entire area with their own cost measuring Ac. 0.32 cents over Plot No. 270/2711, which includes developer's purchased area of Ac. 0.08 cents and the remaining area of the Second Party measuring Ac. 0.24 cents. The Second Party herewith gives Irrevocable General Power of Attorney to M/s. VSP Developpers being represented by its Managing Partner Sri Tangudu Vikram Mahesh for an undivided and unspecified area of Ac. 0.16 cents by retaining an area measuring Ac. 0.08 cents as per the ratio of 35:65 percent.

WHEREAS with an intention for causing commercial expansion of her land by constructing multi storied residential building thereon, had executed one Irrevocable General Power of Attorney bearing Document No- 11172102165 / 2021 on 12th August, 2021 at DSR, Jeypore in favour of the First Party besides executing a Development Agreement vide Notary SI No. 543 on 12th August' 2021.

And whereas, after approval of building plan by the concerned authority, the developer has decided to construct the multi stories residential building / apartment in the name and style as "SRI SAI VENKATA RAMANA ENCLCAVES" consisting of 40 (forty) Nos of flats along with Parking Spaces, and as per the above said development agreement the Second Party is entitled to get her Owner's share i.e. 35% of the super built up area along with parking spaces and the First Party shall get 65% in the super built up area along with parking spaces in the project name and style as "SRI SAI VENKATA RAMANA ENCLAVES, but according to RERA format/rule, the allocation has been made on carpet area i.e 3136.49 Sqm for Ac. 0.32 cents consisting of 40 flats / units. Whereas, the Second Party has given Irrevocable Power of Attorney for Ac. 0.16 Cents retaining Ac. 0.08 cents for her share out of total extent of Ac. 0.24 cents.

ATTESTED

For VSP Developpers.

Managing Partner
FIRST PARTY

M.L.Kh

Dara Subhadra.
SECOND PARTY

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Which has been divided as per the mutual understanding basing on share allocation made in the development agreement between the parties as follows:

Now this agreement witnesseth as follows:

That, the Second Party is entitled to get her share 35% i.e. which comes to 823.328 Sqm. of carpet area in the project. But in the process of proportionating the share of the land owner / Second Party has been allotted Sqm of carpet Area, the details of which given below in shape of Flats. As per the Sub-clause No. 5 of Clause "Consideration" of the development agreement vide Notary Sl. No. 543 on 12th August, 2021 the Second Party shall be compensated by the First Party in terms of Money against her balance entitlement carpet area of 29.193 Sqm at the time of handing over of final possession @ Govt. Valuation.

Land Owner/ Second Party Share / Units

SI No		Туре	Floor	Carpet Area in Sqm.	Car parking No.
1	A-102	2ВНК	Ground Floor	64.821	A-102
2	A-103	2ВНК	Ground Floor	66.402	A-103
3	A-303	2ВНК	Second Floor	66.402	A-303
4	A-402	2ВНК	Third Floor	64.821	A-402
5	A-503	2ВНК	Fourth Floor	66.402	A-503
6	B-104	2ВНК	Ground Floor	83.516	B-104
7	B-202	2ВНК	First Floor	64.821	B-202
8	B-203	2ВНК	First Floor	66.402	B-203
9	B-304	2ВНК	Second Floor	83.516	B-304
10	B-404	2ВНК	Third Floor	83.516	B-404
11	B-504	2ВНК	Fourth Floor	83.516	B-504
		9	Total Area	794.135	

For VSP Developpers.
For M/s. VSP DEVELOPPERS

Manag Mag Partner

FIRST PARTY

ATTESTED

JEYPORE-764001 (K)

Dara Subhadra.

SECOND PARTY

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Page-5-PROMOTER/ DEVELOPER / First Party Share / Units:

SI No	Flat no.	Туре	Floor	Carpet Area in Sqm.	Car parking No.
1	A-101	2ВНК	Ground Floor	83.516	A-101
2	A-104	2BHK	Ground Floor	83.516	A-104
3	A-201	2BHK	First Floor	83516	A-201
4	A-202	2BHK	First Floor	64.821	A-202
5	A-203	2ВНК	First Floor	66.402	A-203
6	A-204	2ВНК	First Floor	83.516	A-204
7	A-301	2ВНК	Second Floor	83.516	A-301
8	A-302	2ВНК	Second Floor	64.821	A-302
9	A-304	2ВНК	Second Floor	83.516	A-304
10	A-401	2ВНК	Third Floor	83.516	A-401
11	A-403	2ВНК	Third Floor	66.402	A-403
12	A-404	2ВНК	Third Floor	83.516	A-404
13	A-501	2ВНК	Fourth Floor	83.516	A-501
14	A-502	2ВНК	Fourth Floor	64.821	A-502
15	A-504	2ВНК	Fourth Floor	83.516	A-504
16	B- 101	2ВНК	Ground Floor	83.516	B- 101
17	B- 102	2ВНК	Ground Floor	64.821	B- 102
18	B- 103	2ВНК	Ground Floor	66.402	B- 103
19	B- 201	2ВНК	First Floor	83.516	B- 201
20	B- 204	2BHK	First Floor	83.516	B- 204
21	B- 301	2BHK	Second Floor	83.516	B- 301
22	B- 302	2BHK	Second Floor	64.821	B- 302
23	B- 303	2BHK	Second Floor	66.402	B- 303
24	B- 401	2BHK	Third Floor	83.516	B- 401
25	B- 402	2BHK	Third Floor	64.821	B- 402
26	B- 403	2BHK	Third Floor	66.402	B- 403
27	B- 501	2BHK	Fourth Floor	83.516	B- 501
28	B- 502	2ВНК	Fourth Floor	64.821	B- 502
29	B- 503	2BHK	Fourth Floor	66.402	B- 503
			Total Area	2313.162	

For VSP Developpers, For M/s. VSP DEVELOPPERS

Managing Partner

FIRST PARTY

ATTESTED

M.L.Khımji Notary Public No 16/95 JEYPORE-764001 (K) Dara. Subhadra.

SECOND PARTY

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PROMOTER / DEVELOPER / first Party Share / Units: The first party / Developer's share of carpet area is 2313.162 Sqm.

- 3. That, the allocation of share as above is final and the 2nd. Party shall not claim any further area or amount against her share in future.
- 4. 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 her allocation share.

That, if any dispute arises the matter shall be adjudicated within the jurisdiction of Court at Jeypore, District: Koraput only.

In witnesses whereof both the parties put their hands on the date, month & year written above in presence of the witnesses:

For VSP Developpers

Managing Partner

Managing Partner FIRST PARTY

Dara Subhadra.

SECOND PARTY

ITNESSES:

voollumardenh (DRSUNIL RUMAR DARA) 16 Late DR. D. V. RAMANYA KAO MEGHA 622 PARK STREET VIPLANCE JE + PORE.

Spo Late DARA Somulu Park Street, Jeyfore MEGHA 622, VIP Lane, Park Street, Jeyfore

Drafted & Prepared by me.

M.L.Khimji **Notary Public No 16/95** JEYPORE-764001 (K)

ATTESTED

(Sri Natendra Nath Nayak) Advocate.Regd. No. O-138-1970 Dated. 03.11.1970

> sri N. N. Nayak B.Com., LL.B. **Mohanty Street** JEYPORE-764001(K) ORISSA