

THIS AGREEMENT is made on this 7th day of November,2022 (Two Thousand Twenty-Two) for distribution of Share of the Residential Apartment Building named as "ADITYA ASHRAY" constructed over the plot more fully described below. The said Agreement is the part and partiel of the Development Agreement executed on Dt 18.08.2021, Registered in the office of Sub-Registrar, Khandagiri vide Registration ID No. 1132107467 and Document No. 11132107072.

BETWEEN

Mrs.Tapaswini Sahu, aged about 59 years, W/o-. Tushar Kanti Sahu, by caste - Kayasth, by profession - Working Professional, resident of at Paramananda Niladri Vihar, P.O. - Chauliaganj, P.S. - Chauliaganj District - Cuttack-753004 (Odisha), presently residing at Flat No.-2236, C-2, Vasant Kunj, New Delhi-110070 (hereinafter called the "Landowner"), which expression shall unless repugnant to the subject or context shall mean and include their legal heirs, successors, legal representatives, executors, administrators and assigns as the FIRST PART.

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AND

M/S. ADISMARAN LIFESTYLES PROPERTIES PVT.LTD., a Company incorporated under the Companies Act, 2013 (18 of 2013), having its registered office at Flat No.-201, Gopal Residency, k-2, BJB nagar, P.O.-BJB Nagar, Bhubaneswar, P.S. – Badagada, District – Khurda (Odisha), having PAN – AAVCA3409M represented by its Director SRI SHAMBHUNATH PATI, aged about 51 years, S/o. Sri Sarat Chandra Pati, by caste – Brahman, by profession – Business, (hereinafter called the "Promoter/Developer"), which expression shall mean and include its Directors, successors in office, executors, administrators and assigns as the SECOND PART.

WHEREAS, the above Parties have entered into a Development Agreement, Registered in the office of Sub-Registrar, Khandagiri vide Registration ID No. 1132107467 and Document No. 11132107072, dated 18.08.2021 for construction of a Residential Apartment Building over the schedule land and the Bhubaneswar Municipal Corporation (BMC) accorded permission for construction of 24 (Twenty four) Nos. of Flats over plot No. 611/1272, Mouza -BHUBANESWAR No Khata 665/2190, SAHAR, UNIT-41, CHADRASEKHARPUR, District - Khurda, in their Letter Memo No. ANB/4458/2022, BMC Bhubaneswar DT.16.07.2022 in File No. ANB210949 and the party of the second part shall construct the Residential Apartment Building accordingly in the named and style as "ADITYA ASHRAY".

As per the above said Agreement the parties have agreed to share the constructed Carpet Areas / Built-up Areas and Parking Spaces of the said building in the ratio of 45% of the land owner and 55% of the Builder / Developer.

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Jagyneswar Acharya Notary, Sovt. Of India Odisha, BBSR, Dist Khurda Fiegd. No.-7791/2009 Mob:- 9861006174

Details of Flats in "ADITYA ASHRAY":- (Area in Sqft.)

S.N.	Flat No.	Type	Floor	Carrie		1 /	M	ob:-9867000
	1	1346	FIOOF	Carpet Area	Built-	Balcony	Parking	Undivided
				Area	up	Area	No.	Share Of
					Area			Land in
								dec(1000)
1	101	3 BHK	1 ST	1098	1382	101.22	A-1	18.22
2	102	3 BHK	1 ST	1270	1540	101.05	A-2	20.30
3	103	3 BHK	1 ST	1155	1363	91.631	A-3	18.00
4	104	3 BHK	1 ST	1167	1444	135.78	A-4	19.05
5	105	3 BHK	1 ST	1147	1380	106.58	A-5	18.18
6	106	3 BHK	1 ST	1233	1480	121.64	A-6	19.50
7	201	3 ВНК	2 ND	1098	1382	101.22	B-1	18.22
8	202	3 BHK	2 ND	1270	1540	101.05	B-2	20.30
9	203	3 BHK	2 ND	1155	1363	91.631	B-3	18.00
10	204	3 BHK	2 ND	1167	1444	135.78	B-4	19.05
11	205	3 BHK	2 ND	1147	1380	106.58	B-5	18.18
12	206	3 BHK	2 ND	1233	1480	121.64	B-6	19.50
13	301	3 BHK	3 RD	1098	1382	101.22	C-1	18.22
14	302	3 ВНК	3 RD	1270	1540	101.05	C-2	20.30
15	303	3 BHK	3 RD	1155	1363	91.631	C-3	18.00
16	304	3 ВНК	3 RD	1167	1444	135.78	C-4	19.05
17	305	3 BHK	3 RD	1147	1380	106.58	C-5	18.18
18	306	3 ВНК	3 RD	1233	1480	121.64	C-6	19.50
19	401	3 ВНК	4 TH	1098	1382	101.22	D-1	18.22
20	402	3 ВНК	4 TH	1270	1540	101.05	D-2	20.30
21	403	3 BHK	4 TH	1155	1363	91.631	D-3	18.00
22	404	3 BHK	4 TH	1167	1444	135.78	D-4	19.05
23	405	3 BHK	4 TH	1147	1380	106.58	D-5	18.18
24	406	3 BHK	4 TH	1233	1480	121.64	D-6	19.50
5/ N	DTARY ?	TOTAL		28280	34356			453.00

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Total 24 Nos of Flats with built up Area of 34356 Sq.ft. Total Four wheeler Parking Space 31 Nos.

The total built up area of 34356 Sq.ft has been divided as follows, according to their respective percentage of share between the parties. The Land Owner entitle of 45% (forty-five per cent) of the total Built-up Area comes to 15638.00 Sqft.

The Land Owner Share of Flats are as mentioned below:-

S.N.	Flat No.	Type	Floor	Carpet Area	Built- up Area	Balcony Area	Parking No.	Undivided Share Of Land in dec(1000)
1	101	3 BHK	1 ST	1098	1382	101.22	A-1	18.22
2	103	3 BHK	1 ST	1155	1363	91.631	A-3	18.00
3	104	3 BHK	1 ST	1167	1444	135.78	A-4	19.05
4	105	3 ВНК	1 ST	1147	1380	106.58	A-5	18.18
5	106	3 ВНК	1 ST	1233	1480	121.64	A-6	19.50
6	401	3 BHK	4 TH	1098	1382	101.22	D-1	18.22
7	402	3 BHK	4 TH	1270	1540	101.05	D-2	20.30
8	403	3 BHK	4 TH	1155	1363	91.631	D-3	18.00
9	404	3 BHK	4 TH	1167	1444	135.78	D-4	19.05
10	405	3 BHK	4 TH	1147	1380	106.58	D-5	18.18
11	406	3 ВНК	4 TH	1233	1480	121.64	D-6	19.50
		TOTAL		12870	15638			206.20

The above 11 (eleven) Nos of Flats with Total built up Area of 15638 Sq ft is allotted to the Land Owner along with 11 (eleven) Nos. of Four wheeler parking Space in the Stilt Floor of the apartment.

1. That as per the condition of the Development Agreement, dt 18.08.2021 executed between the parties the adjustible security deposit

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amount of Rs.2,00,000/- (Rupees Two lakhs) only already paid by the Builder/Developer to the Landowner shall be refunded by the Landowner to the Builder/Developer before taking possession of her allocated share.

- 2. That as per the conditions of the Development agreement executed on dt.18.08.2021 between the parties to make the shares at par with their respective Percentage of built up area @ market value as mutually agreed by both the parties, that the Promoter/Developer shall be compensated by the Landowner for the excess allotted built up area of 178 sqft @ Rs.6995/- per sqft that comes to Rs. 12,45,110/- (Rupees Twelve Lakhs Forty Five Thousand One Hundred Ten) only before taking possession of her allocated share.
- 3. The party of the First part (Landowner) hereby accept and acknowledge the above allotted Flats along with four wheeler parking space in the stilt floor of the Apartment towards his share without any objection.
- That the first Party shall not claim any extra amount or area/parking space other than that stipulated in this agreement.
- 5. That, it is mutually agreed between both the parties to this agreement that the party of the Second part (Builder/Developer) is now free to negotiate/deal with the remaining built up area of 18718 Sq Ft consisting of 13 (Thirteen) Flats and Four wheeler parking space of 20 (Twenty) nos with its intending purchasers pertaining to Builder/Developer share as per his own sweet will as he thinks proper to which the party of First part(Landowner) or his representatives/heirs shall not raise any objection whatsoever.

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- 6. That as per the conditions of the Development Agreement dt 18.08.2021, the expenditure to be incurred for security deposit for electric connection, installation of electric meter for individual flats or any other common amenities/facilities provided in the project and towards maintenance charges up to the formation of apartment owners society shall be borne by the parties proportionately as per their respective share ratio. The proportionate expenses as mentioned above shall be paid by the Landowner to Builder/Developer before taking delivery of possession of her allocated share.
- 7. That as per the conditions of the Development Agreement dt 18.08.2021, the maintenance charges up to the formation of apartment owners society shall be paid by the Landowner for his respective 11 (eleven) nos allotted Flats to the Builder/Developer.
- 8. That as per the conditions of the Development Agreement dt 18.08.2021, the GST or any other taxes, Charges, Cess, Fees, etc. if levied by the Govt. authorities for the service rendered by the Builder/Developer to the Landowner during execution of the project or in future, then the Landowner shall pay the same to the Builder/Developer against her allocated share of Flats and Four wheeler Parking Space before taking delivery of possession of her allocated share.
- 9. That as per the conditions of the Development Agreement dt. 18.08.2021, the Landowner shall pay the cost for the purchasable FAR of amount Rs.10,40,760/- (Ten Lakhs Forty Thousand Seven Hundred Sixty) only to the Builder/Developer before taking delivery of possession of her allocated share.
- 10. The remaining built up area of 18718 Sq Ft. and Four wheeler parking space of 20 (Twenty) Nos shall be of the Builder/Developer.

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The Promoter/Developer Share of Flats area as mentioned below:-

S.N.	Flat No.	Type	Floor Area	Carpet Area	Built- up Area	Balcony Area	Parking No.	Undivided Share Of Land in dec(1000)
1	102	3 BHK	1 ST	1270	1540	101.05	A-2	20.30
2	201	3 BHK	2 ND	1098	1382	101.22	B-1	18.22
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11	304	3 BHK	3 RD	1167	1444	135.78	C-4	19.05
12	305	3 BHK	3 RD	1147	1380	106.58	C-5	18.18
13	306	3 BHK	3 RD	1233	1480	121.64	C-6	19.50
		TOTAL		15410	18718			246.80

The above 13 Nos of Flats having built up Area of 18718 Sq.ft along with 13 Nos of Four wheeler Parking Space and additional 7 Nos of Four Wheeler Parking Space i.e E-1 to E-7 in the Stilt Floor of the apartment is the allocation of the Builder/Developer.

6. It is understood that the Saleable built-up area shall form the part of outer to outer measurements of the Flats and including the proportionate share of the common area of the tower Corridors, lifts, machine rooms, staircase, common stores, service rooms, entrance lobby, architectural projections, common parking space and elements etc.

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7. That if the Landowner needs any extra modifications within his allocated share then he shall inform the Builder/Developer above the same prior to brick work and the cost of such modifications shall be borne by the Landowner.

SCHEDULE OF PROPERTY

District – Khurda, P.S. – New Capital, Hal P.S. – Chandrasekharpur, P.S. No.23, Tahasil – Bhubaneswar, under the Jurisdiction of Sub-Registrar, Khandagiri, Bhubaneswar, Mouza – BHUBANESWAR SAHAR, UNIT No.41, Chandrasekharpur Khata No.611/163 (six hundred eleven / one hundred sixty-three), corresponding to mutation khata No. 611/1272 (six hundred eleven/one thousand two hundred seventy-two) Sthitiban, Plot No.665/2190 (six hundred sixty-five/ two thousand one hundred ninety), Kisam – Gharabari-2, area Ac.0.453 (four hundred fifty-three) decimals full plot, Rent Rs. 198.19 paisa.

That if any dispute arises between the parties than the matter shall be adjudicated within the jurisdiction of civil court Bhubaneswar only.

In the presence of witness where of the parties hereto have signed this agreement and given their seal and signature on the date first written above i.e 7th November 2022 at Bhubaneswar.

WITNESSES

Executed in Presence of Witness

1. Dillion Kuman Lehern Adv. SB 812 Tapaoveri Salm

Signature of the Landowner

2. Para on Benera A)c Baran Khim Ea ANISMARAN LIFESTYLES PROPERTIES PVI. LIU.
Shandhinath Pati
DIRECTOR

Signature of the Builder/Developer

Jagyneswar Acharya Notary, Govt. Of India Odisha, BPSR, Dist-Khurd Regd. No.-7791/2009 Mob:- 9861006174