

### Supplementary Agreement for Allocation of Share

THIS AGREEMENT is entered into this on 07<sup>th</sup> day of February 2023 at Bhubaneswar, Odisha.

#### BETWEEN

(1)SRI KUNIYIL MOHANAN, aged about 66years, S/o.-Late K.NANU, Aadhar No.7718 5015 6866, PAN: ABCPK7547D, by profession: Business and (2)SRI ROHIT MOHAN, aged about 30years, S/o.- SRI KUNIYIL MOHANAN, Aadhar No507677327309, PAN: BFOPM2246C, by profession: Business, both are by caste Thiyya resident of Plot No.N-3/293, I.R.C Village, Nayapalli, Bhubaneswar, dist.- Khordha-751015, Mob No.9437256996; Herein after referred to as "1st Parties/the Owners" (which expression shall unless it be repugnant to the context of meaning thereof shall mean and include their successors-in-title and assigns) of the FIRST PART.

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P.K. DALA BEHER II. Notary, Mubaneswar Regd. No. ON 46/09

#### AND

M/s STALWART PROJECTS PVT. LTD.; incorporated under Companies 1956. vide Registration Act No.U450010R2011PTCO13975, PAN: AAQCS1757F; having its registered office at Plot No.1, Tulasi Vihar Complex, Sailashree Sailashree Vihar, P.S.: Chandrasekharpur, Bhubaneswar, Dist.-Khurda, represented through its Director, SRI SHARAT KUMAR SAHU aged about 56 years son of Late Narahari Sahu; herein after referred to as "2nd Party/ The Developer" (which expression unless excluded by or repugnant to the subject or context shall deem to mean and include its successors, assigns, representatives etc.) of the SECOND PART.

WHEREAS, both the parties have made a Notary Development Agreement on dtd.18.06.2021, vol II, sl no.773 for an apartment project in the land of the 1<sup>st</sup> party having Plot No.1141 on sharing basis which is latter named as "STALWART PRIDE" which is fully described in the "Schedule of Property" with an adjacent plot of other owner. As per the conditions of the said development agreement the 1<sup>st</sup> party has made a GPA in favour of the 2<sup>nd</sup> party, registered in the District Sub-Registrar, Khurda vide ID No.11132105101 & Document No.1132105411 Dated.18.06.2021 along with consent for development and construction of residential and commercial complex after taking due permission from the statutory authority, the work will be going to be started by the developer for construction of residential and commercial complex called "STALWART PRIDE".

AND WHEREAS the developer has obtained the BMC approval after fulfilling all the guidelines vide BMC approval file no.MBP/BMC-02-0118/2020, Letter No.-2608 dtd.19.01.2023.

For Stalwart Projects (P) Ltd.

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P.K. DALA BEHERA Notary, Bhobaneswar Regd. No. ON 46/09

Now this allocation agreement is witnessed as here under:

#### TERMS AND CONDITIONS:

1. That the First Part (land owner) hereby verified the BMC approval plan & letter, clearly understood its conditions and the sizes of the flats as well as the size of the rooms and other parameters, then chosen the Flat No.301, 4BHK, 3<sup>rd</sup> floor on Block-A of total Built up area 2167sqft and commercial space having Built up area of 2173sqft on each floor i.e. Ground, First & Second on Block-A total commercial space 6519sqft of Built up area.

As per GPA vide ID No.11132105101 & Document No.1132105411 Dated.18.06.2021 and Development Agreement between both the parties the land owner will be allocated a total commercial built-up space of 6600sq.ft (core structure with fire-fighting fittings) having built-up area of 2200sq.ft each from Ground, 1st and 2nd floor and one 3BHK residential finished unit having 1175sqft built-up area in residential project, with undivided proportionate land share and this built-up area both commercial 6600sqft and residential 3BHK flat of 1175sq.ft is treated as Owner Share.

After getting the Approved Plan, the party of the 1<sup>st</sup> part came to know that there is a decrease in the area of Commercial Space of 81sqft in total due to a portion of plot of the party of 1<sup>st</sup> part is affected by the Govt. Road. Hence it is mutually agreed that the party of the 1<sup>st</sup> part will take total Built up area 6519sqft (Ground, First & Second floor) of Commercial Space having each floor area 2173sqft instead of 6600sqft of Commercial Space with each floor 2200sqft as

For Stalwart Projects (P) Ltd.

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P.K. DALA BEHER Notary, Bhubanaswar Regd. No. ON 4009

agreed. Similarly the Owner will take one 4BHK with Servant Room Residential flat (Core Structure) of Built up area 2167sqft in Block-A instead of one 3BHK of Built up area 1175sqft as agreed. So there is a short fall of 81sqft of Commercial Space and excess of 992sqft of Residential Flat area, resulting net difference of 911sqft of Residential Built up area in the share allocation of Land Owner.

It is mutually agreed that the party of the 1<sup>st</sup> part/ the land owner will pay the amount to the party of 2<sup>nd</sup> part of Rs.39,00,000/- Rupees Thirty Nine Lakh only within 6(six) months from the date of the allotment of Owner Share towards the cost of 911sqft.

This shall stand as the full & final settlement & entitlement of the Land Owner against their land of Ac.0.102 decimals and the Land Owner i.e. party of the 1<sup>st</sup> Part shall not be entitled to any other kind of settlement and the balance constructed of proposed project exclusively fall to the share & entitlement of the part of the 2<sup>nd</sup> Part/Developer, who shall always be free to deal with in any manner it so like including that of sale, pledge, Lease, Rent out etc.)

- 2. That the First Part(land owner) has also been allocated four no.s of four-wheeler parking space in basement floor.
- 3. That after this allocation the 1<sup>st</sup> party has no objection for the 2<sup>nd</sup> party to dispose rest part of the residential area along with undivided portion of land area towards the project requirements and the Land-owner hereby undertakes that he or his legal heirs will not claim any right over rest of the residential area, common area & other facilities of the project including set-back, road, open space or any other area.

or Stalwart Projects (P) Ltd.

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- 4. That the above said allocated flats of the land-owner are free from all encumbrances whatsoever or whosoever and the owner has full power & absolute right to deal with the same as he think proper.
- 5. That if the 1<sup>st</sup> party(land owner) wants to make agreement, sale, transfer, mortgage, lease or take loan against his allocated flats as mentioned herein above, then he can do so at his own expenses along with payment of registration costs, GST and other taxes as per Govt. norms and for this no further permission or no consent is required from the 2<sup>nd</sup> party(developer).
- That if any difference arises between the parties, shall be settled mutually. The jurisdiction in this regard shall be the court of Bhubaneswar only.

#### SCHEDULE OF PROPERTY

District- Khordha, Tahasil- Bhubaneswar, Mouza-Bhubaneswar Sahar Unit No-20, JAGAMARA, Khata No.-1133/7230, Plot No.- 1141 (one thousand one hundred forty one), corresponding to previous Khata No-1133/9611 Area-Ac.0.102 (One Hundred Two) Decimals, Kisam- Gharabari-II



or Stalwart Projects (P) Ltd.

IN WITNESS WHERE OF the parties to this deed of Allocation Agreement being agreed with the terms and conditions stated above sign this on the day and date mentioned above in presence of the following witnesses.

WITNESS

Peter bearton Notonbourston Photoneswan

KH/ Lanan

Signature of 1st partis/land owners

For Stalwart Projects (P) Ltd.

Plot No -1

There are Signature of 2<sup>nd</sup> party/developer

P.K.DALABEHERA BHUBANESWAR REGD.NO. EXPIRE DATE:

Notary, Bhubaneswar Regd. No. ON 46109

## **PROJECT NAME: STALWART PRIDE**

#### OWNER SHARE

## (SRI KUNIYIL MOHANAN & SRI ROHIT MOHAN)

Flat No.	Floor No.	Block	ВНК	Built up area in sqft	Carpet area as in RERA	Balcony Area in Sqft	Parking No.
301	3 <sup>rd</sup>	A	4BHK	2167	1694	193	301
Commercial	Floor	Block	mme	BUA	Spac	ee	Parking No.
Space No.	11001	Brook		in sqft	area		
001	Ground	A		2173	1687	NIL	001
101	1 <sup>st</sup>	A		2173	1687	NIL	101
201	2 <sup>nd</sup>	A		2173	1687	NIL	201

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For Stalwart Projects (P) Ltd.

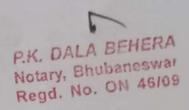




2023 at Bhubaneswar, Odisha.

#### BETWEEN

(1)SMT JYOTSNA SAHOO, aged about 70 years, w/o.-Sri Bhagirathi Sahoo, d/o.-Late Sri Hadibandhu Sahoo, by Caste-Gudia, by profession- Housewife, PAN: ADRPS5462N, Aadhar No.9360-7722-4540, Mob:-9040033226 and BHAGIRATHI SAHOO, aged about 75 years, s/o.- Late Sri Sanatan Sahoo, by caste- Gudia, by profession- Retd. PSU Servent, AIWPS7742P, AADHAR No.4999-9648-4751, Mob:-9040033224, both are permanent resident of resident of Plot No-1145, 1146, Jagamara, Gandamunda Square, Bhubaneswar-751030, Dist- Khordha, Odisha; Herein after referred to as "1st Party/The Owner" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their successors-in-title and assigns) of the FIRST PART.



#### AND

M/s STALWART PROJECTS PVT. LTD.; incorporated under the Indian Companies Act 1956, vide Registration No.U450010R2011PTCO13975, PAN: AAQCS1757F; having its registered office at Plot No.1, Tulasi Vihar Complex, Sailashree Vihar, P.O.: Sailashree Vihar, P.S.: Chandrasekharpur, Bhubaneswar, Dist.-Khurda, represented through its Director, SRI SHARAT KUMAR SAHU aged about 56 years son of Late Narahari Sahu; herein after referred to as "2<sup>nd</sup> Party/ The Developer" (which expression unless excluded by or repugnant to the subject or context shall deem to mean and include its successors, assigns, representatives etc.) of the SECOND PART.

WHEREAS, both the parties have made a Notary Development Agreement on dtd.13.11.2020, vol. II, sl no.1365 for an apartment project in the land of the 1st party having Plot No.1145, 1146, 1145/2853 & 1146/2852 on sharing basis which is latter named as "STALWART PRIDE" which is fully described in the "Schedule of Property" with an adjacent plot of other owner. As per the conditions of the said development agreement the 1st party has made a GPA in favour of the 2nd party, registered in the District Sub-Registrar, Khurda vide ID No.1132006697 & 1132006696 Dated.13.11.2020 along with consent for development and construction of residential and commercial complex after taking due permission from the statutory authority, the work will be going to be started by the developer for construction of residential and commercial complex called "STALWART PRIDE".

r Stalwart Projects (P) Ltd

Phagindhi Sahoo J. Sahoo

P.K. DALA BEHERA Notary, Bhubaneswar Regd. No. ON 46/09

AND WHEREAS another addendum development agreement was made and executed on dtd.05.09.2022 where it was decided the 1<sup>st</sup> party will get 4902sqft of Commercial Built up area and 14038sqft of Residential Built up area; total 18940 sqft as Land Owner share.

AND WHEREAS the developer has obtained the BMC approval after fulfilling all the guidelines vide BMC approval file no.MBP/BMC-02-0118/2020, Letter No.2608 dt.19.01.2023.

Now this allocation agreement is witnessed as hereunder:

#### **TERMS AND CONDITIONS:**

1. That the First Part (land owner) hereby verified the BMC approval plan & letter, clearly understood its conditions and the sizes of the flats as well as the size of the rooms and other parameters, then chosen the Flat No.502, 602, 702, 802, 902, 1001, 1002 & 1003 on Block-A and commercial space having Built up area of 1634sqft on each floor i.e. Ground, First & Second on Block-A i.e. total residential 8(eight) number of (7no.s 4BHK flat & 1no. 3BHK flat) of total Built up area 13379 sqft which is less 659 sqft built up area than the actual area 14038 sqft as per agreement dtd.05.09.2022 around comes under the share of land owner & total commercial space having 4902sqft of Built up area where share with undivided portion of land area from the project area proportionate to the above said flats & commercial space as per the Govt. law for the apartments,

DATEWHEN are hereby allocated to first part and will be handed

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P.K. DALA BEHERA Notary, Bhubaneswar Regd. No. ON 46/09

over after finishing the construction. The allocation of 11(eleven) car parking space in basement will be provided. With regard to additional 659sqft, the party of the 2<sup>nd</sup> part will pay an amount of Rs.50,00,000/- Rupees Fifty Lakh only to the party of 1<sup>st</sup> part of within 1(one) month from the date of agreement. This shall stand as the full & final settlement & entitlement of the Land Owner against their land of Ac.0.202 decimals and the Land Owner i.e. party of the 1<sup>st</sup> Part shall not be entitled to any other kind of settlement and the balance constructed of proposed project exclusively fall to the share & entitlement of the part of the 2<sup>nd</sup> Part/Developer, who shall always be free to deal with in any manner it so like including that of sale, pledge, Lease, Rent out etc.)

- 2. That the First Part(land owner) has also been allocated 11no.s of four-wheeler parking space namely: 502, 602, 702, 802, 902, 1001, 1002 & 1003 residential parking and 002, 102, 202 commercial parking space in basement floor.
- 3. That after receipt of this amount and hand-over of the above said allocated units, the First Part(land owner) shall have no further right/demand on the Apartment project & on the Second Part(developer) in any manner.
- 4. That the First Party (land owner) hereby agrees to participate in the formation of Residents' Welfare Society/Association of the "STALWART PRIDE" Project and obey its rules, regulations, bylaws etc. and contribute the amount proportionate to his allocated units towards maintenance fee etc.

BHUBANESWAR REGD.NO. For Stalwart Projects (P) Ltd

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- For Stalwart Projects (P) Ltv
- 5. That after this allocation the 1<sup>st</sup> party has no objection for the 2<sup>nd</sup> party to dispose rest part of the residential area along with undivided portion of land area towards the project requirements and the Land-owner hereby undertakes that he or his legal heirs will not claim any right over rest of the residential area, common area & other facilities of the project including set-back, road, open space or any other area.
- 6. That the above said allocated flats of the land-owner are free from all encumbrances whatsoever or whosoever and the owner has full power & absolute right to deal with the same as he think proper.
- 7. That if the 1<sup>st</sup> party(land owner) wants to make agreement, sale, transfer, mortgage, lease or take loan against his allocated flats as mentioned herein above, then he can do so at his own expenses along with payment of registration costs, GST and other taxes as per Govt. norms and for this no further permission or no consent is required from the 2<sup>nd</sup> party(developer).
- 8. That if any difference arises between the parties, shall be settled mutually. The jurisdiction in this regard shall be the court of Bhubaneswar only.



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### SCHEDULE OF PROPERTY

Mouza-Bhubaneswar, Tahasil-Khordha, District-Bhubaneswar Sahar Unit No-20, JAGAMARA, Khata No.-1133/1954, Plot No.s- 1146 & 1145, measuring an area of Ac.0.046 dec. and Ac.0.048 dec. respectively stands recorded in the name of First Party member No-1 namely Jyotsna Sahoo and Khata No.-1133/66, Plot Nos- 1146/2852 and 1145/2853, measuring area of Ac.0.062 dec. and Ac.0.046 dec. respectively stands recorded in the name of the First Party member No-2 namely Bhagirathi Sahoo (all 04 plots are full plots)

Total area of Ac.0.202 dec. in four plots, under two khata in one Mouza.

IN WITNESS WHERE OF the parties to this deed of Allocation Agreement being agreed with the terms and conditions stated above sign this on the day and date mentioned above in presence of the following witnesses.

WITNESS

1. Africansh 1 apar Bhagirathi Sahou

1. Ipen 125552-4 J. Sahoo

Talmir. hacarothe Signature of 1st party/land owner

2. Palsten Khentin

BHUBANESWAR REGD.NO.

For Stalwart Projects (P)

Signature of 2nd party/developer

#### OWNER SHARE

## (SMT JYOTSNA SAHOO & SRI BHAGIRATHI SAHOO)

Flat No.	Floor No.	Block	внк	Built up area in sqft	Carpet Area as per RERA	Balcony Area	Parking No.	Name of the Owner (Allottee)
502	5 <sup>th</sup>	A	4BHK	1548	1258	144	502	Jyotsna Sahoo
602	6 <sup>th</sup>	A	4BHK	1623	1304	177	602	Bhagirathi Sahoo
702	7 <sup>th</sup>	A	4BHK	1623	1304	177	702	Jyotsna Sahoo
802	8 <sup>th</sup>	A	4BHK	1623	1304	177	802	Bhagirathi Sahoo
902	9 <sup>th</sup>	A	4BHK	1623	1304	177	902	Jyotsna Sahoo
1001	10 <sup>th</sup>	A	4BHK	2242	1694	268	1001	Bhagirathi Sahoo
1001	10 <sup>th</sup>	A	4BHK	1623	1304	177	1002	Jyotsna Sahoo
The state of the s	10 <sup>th</sup>	A	3BHK	1474	1247	126	1003	Bhagirathi Sahoo
1003	10	Α	JULIA	THE RESIDENCE OF THE PARTY OF T	nmercial Spa	ce		
Comm ercial Space No.	Floor	Block		BUA in sqft	Carpet Area as per RERA		Parking No.	Name of the Owner (Allottee)
002	Groun	A		1634	1388	NIL	002	Bhagirathi Sahoo
102	1 <sup>st</sup>	A		1634	1388	NIL	102	Jyotsna Sahoo
202	2 <sup>nd</sup>	A		1634	1388	NIL	202	Bhagirathi Sahoo & Jyotsna Sahoo

Both Bhagirathi Sahoo and Jyotsna Sahoo executed one Development Agreement with the Developer M/s Stalwart Projects Pvt. Ltd. on dtd.13.11.2020. The relationship between Bhagirathi Sahoo & Jyotsna Sahoo is Husband-Wife relation. Hence both 1st parties/Land Owners and 2nd party/Developer mutually agreed to execute one share allocation agreement as per the flat allotment as above and jointly taking over the possession of one commercial space bearing no.202 on 2nd floor on Block-A.

Bhegivathi Sahou J. Sahoo

For Stalwart, Projects (P) Ltd

## STALWART PROJECTS PVT.LTD

Ref No	Date

16.02.2023

## **CLARIFICATION**

Clarification regarding Developer/Promoter share of the Proposed project "Stalwart Pride" at Jagamara, Bhubaneswar.

Sir, as per the share allocation of agreement executed between the Land Owner and Developer, all the land owners will get 9no.s of residential flats and 6no.s of commercial space out of total 125 no.s of Residential Flat and 9 no.s of Commercial Space and the balance 116 no.s of residential flats and 3 no.s of commercial space are share of developer as mentioned below:

## **PROJECT NAME: STALWART PRIDE**

### **DEVELOPER/PROMOTER SHARE**

(M/S. STALWART PROJECTS PVT. LTD.)

	Floor			Built up	Carpet	D-1	
Flat No.	No.	Block	BHK	area in	area as in	Balcony	Parking No.
				sqft	RERA	Area	
302	3rd	A	4BHK	1548	1258	144	302
303	3rd	A	3BHK	1399	1198	109	303
401	4th	A	4BHK	2167	1694	193	401
402	4th	A	4BHK	1548	1258	144	402
403	4th	A	3BHK	1399	1198	109	403
501	5th	A	4BHK	2167	1694	193	501
503	5th	A	3BHK	1399	1198	109	503
601	6th	A	4BHK	2242	1694	268	601
603	6th	A	3BHK	1474	1247	126	603

For Stalwart Projects (P) Ltd.

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# STALWART PROJECTS PVT.LTD

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1		701	7th	A	-	3BHK	14	74		47	26			801	
1	_	703	7th	A	-	4BHK	22	242		594	B - 6100.000	26		803	
		801	8th	A	-	3BHK	14	474		247	1000	68		901	1
		803	8th	A	-	4BHK	2	242	152	694	COLORED TO STATE	26		903	4
		901	9th	P	-	3BHK	1	474		247		.51		1101	4
	-	903	9th	1000	1	4BHK	2	242		361		249		1102	-
	-	1101	11th		A	4BHK	1	623		2495		294		1103	-
	-	1102	11th		<u>A</u>	3BHK		1474		2249	1-	69		004	
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	-	104	1st		B	3BHK		1128		929		70		106	_
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		205	The second second second	nd	B	aDI		1120		928		80	-	207	
		206	Lance Committee	nd	B	ant		1373		1080		69	-	208	
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For Stalwart Projects (P) Ltd.

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506		5th	В	1 -	BHK	_	1373	-	735		69		508	_
507		5th	В		BHK		940	+	608		72		509	
508		5th	В		2BHK		783	_	663		70		510	
509		5th	В	- 1	2BHK	_	832	_	768		66		511	
510		5th	В		3BHK		931		1002	-	107		604	
511		6th	В		3BHK		1230		999		75		605	
604	_	6th	В		3BHk		1203		998	_	75		606	
605		6th	E	3	3BHI		1195	-	1123	_	114		607	
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608		6th		3	2BH		858		739		75		610	
609		6th		В	2BH		907		800		105		611	
610		6th		В	3BH		1006		1002		107		704	
61	986	7th		В	3BE		123		999		75		705	
70		7th		В	3BF		120		998		75		706	
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For Stalwart Projects (P) Ltd. Director



## STALWART PROJECTS PVT.LTD

Ref No. \_\_\_\_\_\_

	709	7th	В	2BHK	858	629	107	709
	710	7th	В	2BHK	907	739	75	710
	711	7th	В	3BHK	1006	800	105	711
	804	8th	В	3BHK	1230	1002	107	804
	805	8th	В	3BHK	1203	999	75	805
	806	8th	В	3BHK	1195	998	75	806
	807	8th	В	3BHK	1448	1123	114	807
	808	8th	В	3BHK	- 1015	785	102	808
	809	8th	В	2BHK	858	629	107	809
	810	8th	В	2BHK	907	739	75	810
	811	8th	В	3BHK	1006	800	105	811
	904	9th	В	3BHK	1230	1002	107	904
	905	9th	В	3BHK	1203	999	75	905
	906	9th	В	3BHK	1195	998	75	906
	907	9th	В	3BHK	1448	1123	114	907
	908	9th	В	3BHK	1015	785	102	908
	909	9th	В	2BHK	858	629	107	909
	910	9th	В	2BHK	907	739	75	910
	911	9th	В	3BHK	1006	800	105	911
	1004	10th	В	3BHK	1230	1002	107	1004
	1005	10th	В	3BHK	1203	999	75	1005
	1006	10th	В	3BHK	1195	998	75	1006
	1007	10th	В	3BHK	1448	1123	114	1007
	1008	10th	В	3BHK	1015	785	102	1008
	1009	10th	В	2BHK	858	629	107	1009
	010	10th	В	2BHK	907	739	75	1010
	1011	10th	В	3BHK	1006	800	105	1011
	1104	11th	В	3BHK	1230	1002	107	1104
d	1105	11th	В	3BHK	1203	999	75	1105
	1106	11th	В	3BHK	1195	998	75	1106
	1107	11th	В	3BHK	1448	1123	114	1107
The same	1108	11th	В	3BHK	1015	785	102	1108

For Stalwart Projects (P) Ltd.



## STALWART PROJECTS PVT.LTD

Ref No.	Date

_						9	
1109	11th	В	2BHK	858	629	107	1109
1110	11th	В	2BHK	907	739	75	1110
1111	11th	В	3BHK	1006	800	105	1111
1204	12th	В	3BHK	1230	1002	107	1204
1205	12th	В	3BHK	1203	999	75	1205
1206	12th	В	3BHK	1195	998	75	1206
1207	12th	В	3BHK	1448	1123	114	1207
1208	12th	В	3BHK	1015	785	102	1208
1209	12th	В	2BHK	858	629	107	1209
1210	12th	В	2BHK	907	739	75	1210
1211	12th	В	3BHK	1006	800	105	1211
	1						

**Commercial Space** 

Commerci	Floor	Block	BUA in	Carpet		Parking No.					
al Space			sqft	area							
No.											
003	Ground	A	1634	1388	NIL	003					
103	1 <sup>st</sup>	A	1634	1388	NIL	103					
203	2 <sup>nd</sup>	A	1634	1388	NIL	203					

For Stalwart Projects (P) Ltd.