



K 473519

SHARE ALLOTMENT AGREEMENT

AGREEMENT is made on this day of <u>os</u> day of August 2021.

BETWEEN

(1) Hansini Infrastructure Pvt. Ltd. situated at Biramitrapur Road, Vedvyas, Rourkela-769041, Dist-Sundargarh, Odisha, a Private Company registered under the Companies Act, 1956 represented through its Director Bhabani Prasad Pany, aged about 58 years, son of Bhaskar Pany, by caste-Brahmin, by occupation-Business, resident of At/PO-Budharaja, PS-Ainthapali, Tahasil and District-Sambalpur, Pin-768004, Odisha, PAN-ADIPP3636Q, Aadhar No.8642 5222 1778, Mobile No.9437050199.

(2) Reliable Infra Design Pvt. Ltd., a Private Company registered under the Companies Act, 1956 represented through its Director Paresh Kumar Desai, aged about 57 years, son of Late Bhupen Chandra Desai, by caste-Gujarati, by occupation-Business, resident of At-Nayapara, PO-Sambalpur, PS-Town, Tahasil and District-Sambalpur, Pin-768001, Odisha PAN-AAUPD0282B, Aadhar No.4872 8655 1729, Mobile No. 9437051032.

- (3) BKD Infrastructure Pvt. Ltd. situated at Dhankauda, PO-Dhankauda, PS-Sadar, Tahasil/District-Sambalpur, Pin-768006, Odisha, a Private Company registered under the Companies Act, 1956 represented through its Director Sri Braja Kishore Das, aged about 57 years, son of Narsingh Charan Dash, by caste-Karana, by occupation-Business, resident of At/PO-Dhanakuda, PS-Sadar, Tahasil/District-Sambalpur, Pin-768006, Odisha, PAM-AAUPD0351M, Aadhar No.4470 3973 3880, Mobile No.9937437465,
 - (4) Jince Kurian, aged about 36 years, son of Late Malekunnel Philip Kurian, by caste-Christian (Catholic), by occupation-Business, resident of Subhashree Vihar, Ainthapali, PS-Ainthapali, Tahasil/District-Sambalpur, Pin-768004, Odisha, PAN-BVPPK7918G, Aadhar No.8473 3708 0315, Mobile No.9938438414,

W1- Ghenindra Mythi For Reliable Infradesign PV. Ltd.
W2- Shovann Schoon Park Mi.

Director

Associates Infra Developers Pvt. Ltd.

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Director

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(5) Gloria Credit and Commerce Pvt. Ltd. situated at Ward No. 197 Station Road Bargarh - 768028, a Private Company registered and ersatte Companies Act, 1956 represented through its Director Mr. Pabar Augusta Agrawal, aged about 55 years, son of Laxman Prasad Agrawal, by caste-wishof, by occupation-Business, resident of At- Pradhanpara, PO-Budharaja, PS-Sadar, Tahasil/District-Sambalpur, Pin-768004, Odisha, PAN-ABRPA7740F, Aadhar No.6589 9070 0116, Mobile No.9437050095, hereinafter referred as THE OWNERS/ FIRST PARTIES" (which expression unless by or repugnant to the subject or context shall deem to mean and include his/their legal heirs, successors, representative, administrators, executers and assignees of the FIRST PARTIES.

AND

Associates Infra Developers Pvt. Ltd. a Private limited company incorporated under companies Act 1956(No.1 of 1956) having its Corporate Identity Number U454000R2010PTC028340, 2010-2011, situated at Bishop's House, Ainthapali, Sambalpur, Odisha-768004., represented through its Director Mr. Maleckunnel Philip Varghese, S/O. Philip Maleckunnel, aged about 65 years, by caste-Christian, by occupation Business, resident of Subhashree Bihar, P.S.Ainthapali, Tahsil & Dist. Sambalpur, Odisha PAN- ABVPV8418K, Aadhar-3252 1250 9150, Cell: 94376-54249, herein after referred as "THE DEVELOPER / SECOND PARTY (which expression unless by or repugnant to the subject or context shall deem to mean and include its partners, representatives, administrators, executers and assigns of the SECOND PARTY.

- 1. That whereas, the parties hereto (both the first party and the second party) have entered into a development of land agreement on dated 07.07.2020 & 23.04.2011, to develop and construct Multi storey residential building over the property as mentioned in the schedule below as per comprehensive and composite building plan approved by Sambalpur Development Authority, Sambalpur.
- 2. Whereas, as per the development agreement it was agreed between the parties that, the first party has granted exclusive right of development to the second party. And as per the agreement the first party would be allotted 10% of carpet area as his/her/their owner's share with parking space and proportionate common area thereon against his land merged in the project.
- Whereas the second party has obtained approval of a total area of 3. 13,684.46 SQ.MT (total construction area) over the total project Area vide approval no - 252/SDA, dated 09.04.2021 approved by Sambalpur development authority comprising in Block A & B, both S+4 Storied residential apartment buildings having parking space, in the stilt floor total of 2 blocks. Proposed project to be named as "Greater Sambalpur Kaushalya"
- 4. Whereas, it is decided between both, First Party and Second Party that, the First party's agreed 10 % of share allocation shall be allotted under the said project "Greater Sambalpur Kaushalya"

Director

Associates Infra Developers Pvt. Ltd.

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For Reliable Infradesign P.K. Lid



- Whereas, as per the new ORERA law both first party and second party are $_{p \ On \ 03}^{N.NE}$. 5. allowed to sale their respective allotted carpet area coming out of the Samhain total approved construction area of the project. Therefore, the First and second party hereby divide their share as per the carpet area in the OF OF same proportionate as agreed in the land development agreement moreover mentioned above. And the proportionate construction area will confirmed to the land owners and their purchasers in regard.
- 6. Whereas, the total carpet area calculated in the project is 7551.72SQ.MTR.

7. That the land owner share as decided above is calculated here:

- Total Carpet Area of the proposed project is 7551.72 SO.MTR and total approved built up / construction area is 13,684.42 SQ.MTR which includes the total covered parking
- ii. The Share allocation of the First Party against his land merged in the total project land Calculated Proportionately used in the Project is coming to **755.19 SQ.MTR** Carpet Area, which is hereby allotted in favour of first party appertaining to his/her/their owner's share. The calculation of the same is given below.

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SL No.	вьоск	ТҮРЕ	FLOOR	Firsty Party's	Entitled Area in Sqm	Flat No.	Carpet Area in Sqm	Total Area in Sqm	Differential Area in Sqm
1	Α	ЗВНК	4 [™] H	Gloria Credit & Commerce Pvt.Ltd.	422.9	402	78.53	417.01 5.89	
2	Α	звнк	4 [⊤] H	Gloria Credit & Commerce Pvt.Ltd.		403	78.53	_	
3	В	2ВНК	4TH	Gloria Credit & Commerce Pvt.Ltd.		404	66.45		
4	В	2ВНК	4 ⊤H	Gloria Credit & Commerce Pvt.Ltd.		405	68.40		
5	В	2ВНК	4⊤H	Gloria Credit & Commerce Pvt.Ltd.		406	63.20		
6	В	2ВНК	4TH	Gloria Credit & Commerce Pvt.Ltd.		413	61.90		
7	В	2ВНК	4TH	BKD Infrastructure Pvt. Ltd.	75.52	411	67.47	67.47	8.05
8	В	2ВНК	4TH	Hansini Infrastructure Pvt. Ltd.	75.52	403	68.40	68.40	7.12
9	В	2BHK	41 ⁻ H	Jince Kurian	75.52	402	67.57	67.57	7.95
10	Α	звнк	41 [°] H	Reliable Infra Design Pvt. Ltd.	105.73	404	78.53	78.53	27.20
			TOTA	L	755.19		698.98	698.98	56.21

W1- Ghunindsk Majhi
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Associates Infra Developers

Director

BKD Infrastructure Private Limited

For Gloria Credit & Com

For Reliable Infradesign Pvt. Ltd.

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8. That, the area shown in the above chart is the share of the land owner, 10 units out of 108 total units. Whereas the carpet area is coming 698.98 mbalour **SO.MTR.** After adjustment the first party is entitled for **755.19 SO.MTR**. of carpet area, where as entitle to Receive for differential area allowers 56.21 SQ.MTR. And the first party / land owner hereby acknowledged and accepted the above-mentioned flats towards his/her/their owner's share and this the final allotment, there is no other settlement against the land of first party merged in the project. Provided that the advance amount which has received by the first party, same shall be refunded by the first party on or before taking possession of his/her/their allotted flats otherwise same shall be adjusted from the owner's share.

Further it is mutually agrees between parties hereto that, the Land Owner/first party shall Receive amount of Rs.2700/- per sqft., in respect of excess 56.21SO.MTR Or 604.82 Sft. carpet area which is allotted in favour of first party in respect of above allotted flats appertaining to Block A & B only.

That the developer shares as decided above is calculated 9. here:

The Share allocation of the Second Party toward its developer's share in the project is **6855.74 SQ.MTR** of total Carpet Area, the details of which hereby allotted in favour of the Developer. The calculation of the same is given below.

		7				_				_		
SL No.	вьоск	ТҮРЕ	FLOOR	Flat No.	Carpet Area in Sqm		SL No.	вьоск	ТҮРЕ	FLOOR	Flat No.	Carpet Area in Sqm
1	А	звнк	1ST	101	78.53		50	В	2BHK	1ST	113	61.90
2	Α	ЗВНК	1ST	102	. 78.53		51	В	2BHK	1ST	114	60.41
3	А	звнк	1ST	103	78.53		52	В	2ВНК	1ST	115	63.20
4	Α	ЗВНК	1ST	104	78.53		53	В	2ВНК	1ST	116	63.48
5	Α	ЗВНК	1ST	105	78.53		54	В	2BHK	1ST	117	63.48
6	А	ЗВНК	1ST	106	78.53		55	В	2BHK	2ND	201	63.20
7	Α	звнк	1ST	107	78.53		56	В	2ВНК	2ND	202	67.57
8	A	ЗВНК	1ST	108	78.53		57	В	2BHK	2ND	203	68.40
9	А	ЗВНК	1ST	109	78.53		58	В	2BHK	2ND	204	66.45
10	А	звнк	1ST	110	78.53		59	В	2BHK	2ND	205	68.40

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Associates Infra Developers Pvt. Ltd.



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11	A	звнк	2ND	201	78.53	60	В	2ВНК	2ND	208	Samballon 63.20	For Gloria Credit & DI
12	Α	звнк	2ND	202	78.53	61	В	2BHK	2ND	207	850CV	
13	A	звнк	2ND	203	78.53	62	В	2ВНК	2ND	208	63.48	r Gloria
14	Α	звнк	2ND	204	78.53	63	В	2ВНК	2ND	209	63.20	
15	Α	звнк	2ND	205	78.53	64	В	2ВНК	2ND	210	67.38	Limited
16	Α	звнк	2ND	206	78.53	65	В	2ВНК	<u>2N</u> D	211	67.47	S are
17	Α	звнк	2ND	207	78.53	66	В	2ВНК	2ND	212	68.59	ture p
18	Α	звнк	2ND	208	78.53	67	В	2BHK	2ND	213	61.90	For BKD Infrastructure Private Limited
19	_ A	звнк	2ND	209	78.53	68	В_	2ВНК	2ND	214	60.41	₹
20	Α	звнк	2ND	210	78.53	69	В	2ВНК	2ND	215	63.20	بو بو
21	Α	звнк	3RD	301	78.53	70	В	2ВНК	2ND	216	63.48	-
22	Α	звнк	3RD	302	78.53	71	В	2ВНК	2ND	217	63.48	
23	Α	ЗВНК	3RD	303	78.53	72	В	2ВНК	3RD	301	63.20	<u> </u>
24	Α	ЗВНК	3RD	304	78.53	73	В	2ВНК	3RD	302	67.57	
25	Α	звнк	3RD	305	78.53	74	В	2ВНК	3RD	303	68.40	-
26	A	звнк	3RD	306	78.53	75	В	2ВНК	3RD	304	66.45	当
27	Α	звнк	3RD	307	78.53	76	В	2ВНК	3RD	305	68.40	For Reliable Infradesign PALLIA.
28	Α	звнк	3RD	308	78.53	77	В	2ВНК	3RD	306	63.20	Infrades
29	Α	звнк	3RD	309	78.53	78	В	2ВНК	3RD	307	63.57	Reliable
30	Α	звнк	3RD	310	78.53	79	В	2ВНК	3RD	308	63.48	<u> </u>
31	Α	звнк	4TH	401	78.53	80	В	2ВНК	3RD	309	63.20	E ~
32	Α	звнк	4TH	405	78.53	81	В	2ВНК	3RD	310	67.38	1. 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
33	A	звнк	47 H	406	78.53	82	В	2BHK	3RD	311	67.47	RUCTUI Y
34	Α	звнк	4TH	407	78.53	83	В	2ВНК	3RD	312	68.59	NFBAST ()
35	А	звнк	4TH	408	78.53	84	В	2ВНК	3RD	313	61.90	HANSINU INFBASTRUCTURE PVT. LTD.
36	А	звнк	4TH	409	78.53	85	В	2ВНК	3RD	314	60.41	\F
37	А	звнк	4TH	410	78.53	86	В	2ВНК	3RD	315	63.20	
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Associates Infra Developers Pvt. Ltd.

Director

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3.10.20	Samba	316	3RD	2ВНК	В	87	63.20	101	1ST	2ВНК	В	38
DIS	63.48F C	317	3RD	2ВНК	В	88	67.57	102	1ST	2ВНК	В	39
=====	63.20	401	4TH	2ВНК	В	89	68.40	103	1ST	2BHK	В	40
	63.57	407	4TH	2ВНК	В	90	66.45	104	1ST	2ВНК	В	41
	63.48	408	4TH	2ВНК	В	91	68.40	105	1ST	2ВНК	В_	42
mited	63.20	409	4TH	2ВНК	В	92	63.20	106	1ST	2ВНК	В	43
For BKD infrastructure Private Limited	67.38	410	4TH	2ВНК	В	93	63.57	107	1ST	2BHK	В_	44
ure Pri	68.59	412	4TH	2ВНК	В	94	63.48	108	1ST	2ВНК	В	45
struct	60.41	414	4TH	2ВНК	В	95	63.20	109	1ST	2ВНК	В	46
D Infra	63.20	415	4TH	2ВНК	В	96	67.38	110	1ST	2ВНК	В	47
ج چ	63.48	416	4TH	2ВНК	В_	97	67.47	111	1ST	2ВНК	В	48
	63.48	417	4TH	2ВНК	В	98	68.59	112	1ST	2ВНК	В	49
	6,855.74			TOTAL								

- 10. units out of 108 units. Whereas the carpet area allotted as above is 6855.74 SQ.MTR.
- 11. That, the above mentioned **98 units** is the share of second party in the total project, and the **10 units** of first party is the proportionate share and this is been acknowledged by both the parties.
- 12. That, it is mutually decided between parties hereto that, in case any excess or shortfall carpet area allotted in the share of either first party and second party in proportionate to their respective agreed share allocation ratio, then either party shall compensate for such excess or shortfall carpet area to the other party @ Rs.2700/- per Sq.ft. appertaining to Block A & B only.
- 13. Any Tax liabilities LOCAL/STATE/CENTRAL arising on account of developers share in the constructed area will be borne by the Second Party and likewise any tax liabilities LOCAL/STATE/CENTRAL arising on account of landowner share of constructed area will be borne by the First Party.
- 14. That, it is decided by both the parties that the 1st party shall pay all LOCAL/STATE/CENTRAL GOVERNMENT taxes as applied at the time of hand over to the Second party which would be further deposited by the Second party to the concerned Authority. And shall make the payment of maintenance cost, corpus fund, power backup charges and club charges which are other than the

Associates Infra Developers Pvt. Ltd.

- Ghunide Majhi - Shovaran Bihear



construction costs to the 2nd party at the time of handover of the mentioned above.

- That, further if the 1st party want to sell any part of his share to any unterpring 15. purchaser/s during the period of construction, in that case the first party wiff enter into an tripartite agreement with the intending purchaser and the builder, whereas the first party will collect the GOVERNMENT taxes as applicable including his consideration amount of the flat and same Tax amount shall be paid to the 2nd party which will Further transferred to the concerned authority. And, in that case the cost of all other extra facilities like maintenance cost, corpus fund and club charges decided shall be paid by the purchaser directly to the 2nd party.
- That whereas, the developer (second party) shall be entitled to enter agreement for sale, transfer, alienation charges, mortgage, lease or take loans from financial institutions lease banks or any other party in respect of the Developers own share, the developers as the constituted attorney of the owners shall sign and execute all such documents deed and instruments as the case may be, if required. 16. And in that case, the 1st Party will not be liable in any manner.
- That whereas, this share allotment agreement shall be considered as part of the $\mathbf{\xi}$ 17. said development agreement executed on dated 23.04.2011 & 07.07.2020.
- 18. The court at Bhubaneswar alone shall have jurisdiction to entertain trials actions suits and proceedings arising out of this agreement.

SCH EDULE OF PROPERTY

Area of Apartment shall means the land covering Ac.1.416 dec comprising **61,681 Sqft**. on M.S.Khata No.433/882, Plot No.3123/4838, area Ac.0.200 AND M.S.Khata No.433/919, Plot No.3118 (P), area Ac.0.286, Plot No.3116 (P), area Ac.0.010 dec. AND M.S.Khata No.433/918, Plot No.3122/4876 (P), area Ac.0.125, Plot No.3121/4875, area Ac.0.180 AND M.S.Khata No.433/1091, Plot No.3119, area Ac.0.090 dec. AND M.S.Khata No.433/1081, Plot No.3120/4996, area Ac.0.050, AND M..Khaa No.433/1087, Plot No.3120, area Ac.0.140 dec., AND M.S.Khata No.433/1079, Plot No.3120/4994, area Ac.0.140 dec., AND M.S.Khata No.433/1113, Plot No.3124 (P), area Ac.0.025 dec., AND M.S.Khata No.433/1107, Plot No.3124/3971 (P), area Ac.0.030 dec., AND M.S.Khata No.433/1080, Plot No.3120/4995 (P), area Ac.0.140 dec., total area of the above Plots is Ac.1.416 dec. Consisting of 10 khatas, 12 plots situated at Mouza – Sambalpur Town Unit No.12, Remed, District-Sambalpur, P.S.-Ainthapali, Tahasil-Sambalpur, under the Jurisdiction of District Sub-Registrar, Sambalpur.

W1 - Ghunindre Meigh.
W2- Shaaran Beheon

Associates Infra Developers Pvt. Ltd.

Director



IN WITNESS WHERE OF, we the above-named parties bever from to our respective signatures on the day / month/year first above melitioned presence of the following witnesses.

WITNESSES:

1. Shunindsa Majhi Slo. V dax man majhi AT - Lingapali, P.O. Dhadipali PS- Knehinda. Desh Sembolpur PIN - 768222 2. Shovaman Cochen

2. Shovaran Czihian Slo-Rasiendon Beheoa AT - Sahasfar PS-Dhama Po Sahasfar PS-Dhama Dist-Sambayar Pin-768113 Signature of the 1st Party HANSINI INFAFSTRUCTURE OF THE PARTY LIP.

Mr.Bhabani Prasalf Plany

Mr.Paresh Kumar Desai

Mr.Braja Kishore Das

Mr. Jince Kurian

For Gloria Credit & Continuence Published

Mr. Paban Kumar Agrawaii

Associates Infra Developers Pvt. Ltd.

Director

Mr. Maleckunnel Philip Varghese,

The executant of this deed of agreement is my client. The terms and conditions of this agreement is drafted and typed by me/us according to his/her/their direction. The contents of this agreement was read over and explained to the executant in his/her/their vernacular language and he/she/they being fully satisfied about the contents scribed his/her/their signature hereto in my presence.

before me today

K.C. MAYAM HOTARY, Sambales Bad. No. 100 Advocate Saribalpur