

16 FEB 2024



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DUSASAN SAMANTARAY  
NOTARY, GOVT. OF ODISHA  
BHUBANESWAR, ODISHA  
REGD. NO. 13/2012  
MOB-9438143015

68AA 832626

For KAPIS REALTY DEVELOPERS (P) LTD  
Satyajit Swaroop Rath  
Managing Director

### AGREEMENT FOR ALLOCATION OF FLAT

Addendum to the Agreement for Development of Property notarized vide Vol.  
IV, Sl. No.- 425, dated 25.10.2019

This Indenture of Agreement is executed on this 29th day of JANUARY,  
2024 at Bhubaneswar.

BETWEEN

SMT.SUBHRASEEMA NAYAK, (PAN: AWWPN7619P) aged about 56  
years, W/o- Sri. Deepak Kumar Nayak, By caste- Khandayat, By Profession- House  
wife, permanent resident of Deula, PO. Bilana, P.S - Tihidi, District: Bhadrak, Odisha  
which expression shall mean and include his/her/their successors, assignees and  
legal heirs (herein after called the Land Owner or the First party),

And

Subhraseema Nayak



**M/S. KAPIS REALTY DEVELOPERS (P) LTD** a company incorporated under the Indian Companies Act, 1956, vide Corporate Id No. U70101OR2008PTC010473 having its corporate office at Office No.8(P), 3<sup>rd</sup> Floor, BMC-Panchdeep Market Complex, Unit IV, Bhubaneswar-751001, Dist. Khurda, Odisha, represented through its Managing Director Sri Satya Swaroop Rath, aged about 45 years, S/O Ajit Kumar Rath, at Plot No. M4/37, Acharya Vihar, Bhubaneswar, Dist. Khurda, Odisha which expression shall mean and include its directors, successors, executors, administrators (herein after called the **Developer or the Second party**)

WHEREAS, both parties have mutually entered into an Agreement for Development of Property notarized vide **Agreement Vol IV, Sl. No.- 425, dated 25.10.2019** for development of the schedule property mentioned therein.

THAT, both the parties have mutually agreed to name the upcoming Project - Apartment building (B+S+6) on the Project Site as **"LOTUS CRYSTAL"**

THAT as per the above mentioned Agreement the Second Party has obtained the approval for the proposed B+S+6 Apartment building to be built on the Project land as mentioned in the above mentioned Agreement, vide **Letter No. BP/BMC/006250, dated: 27/12/2023 Sujog-OBPS APPLICATION NO. BP-BMC-2022-11-22-010515B.**

THAT, an additional purchasable FAR of 0.82 is purchased from the Bhubaneswar Municipal Corporation (BMC) for the said project over and above the allowed BASE FAR of 2, at a cost of Rs. 46,48,488/- (Rupees Forty Six Lacs Forty eight thousand Four hundred and eighty eight) only. The additional built-up area to be constructed with the purchasable FAR is again shared between the First Party and the Second party in the same proportion of 44% as the Land owner's (the First Party) share and 56% as the Developer's (the Second Party) share. While the cost of approval and construction of the built-up area for the purchasable FAR is borne by the Developer (the Second party), the cost of the purchase of the purchasable FAR will be borne by the Land owner (the First party).

THAT, the amount paid towards the purchasable FAR has been currently paid by the Developer (the Second Party) to the BMC, however the Land owner (the First party) agrees to reimburse the Developer (the Second Party) the complete amount towards the purchase of the purchasable FAR which amounts to Rs. 46,48,488/-

For KAPIS REALTY DEVELOPERS (P) LTD  
*Satya Swaroop Rath*  
Satya Swaroop Rath  
Managing Director

*Subhraneema Nayak*

(Rupees Forty Six Lacs Forty eight thousand Four hundred and eighty eight) only after the completion of the project but before receiving the possession of her (Land Owner's, the First Party's) share of flats from the Developer (the Second Party).

THAT both the parties have come together to identify and allocate their respective share in the apartment building in terms of No. of flats, Unit (Flat) Number, Floor on which the flat is located, Type of Flat, Plinth Area, Carpet Area and Covered car Parking space.

The particulars of the Flats allotted to the First party and the Second Party are specified below.

**DETAILS OF FLATS ALLOCATED TO THE LANDOWNER (FIRST PARTY)**

| Sl. | Flat No. | Floor     | Type         | Flat Built-up Area (Sq.ft) | Carpet area (Sq.mt) | Balcony area (Sq.mt) | Covered Car Parking No. | Floor    |
|-----|----------|-----------|--------------|----------------------------|---------------------|----------------------|-------------------------|----------|
| 1   | 101      | 1st Floor | 3BHK         | 1392.50                    | 106.34              | 13.33                | P-01                    | Basement |
| 2   | 103      | 1st Floor | 3BHK         | 1586.41                    | 122.09              | 14.69                | P-03                    | Basement |
| 3   | 105      | 1st Floor | 2BHK         | 1277.96                    | 98.83               | 11.20                | P-05                    | Basement |
| 4   | 202      | 2nd Floor | 3BHK         | 1392.50                    | 106.34              | 13.33                | P-07                    | Basement |
| 5   | 204      | 2nd Floor | 3BHK         | 1583.12                    | 118.76              | 16.37                | P-09                    | Basement |
| 6   | 301      | 3rd Floor | 3BHK         | 1392.50                    | 106.34              | 13.33                | P-11                    | Basement |
| 7   | 303      | 3rd Floor | 3BHK         | 1586.41                    | 122.09              | 14.69                | P-13                    | Basement |
| 8   | 402      | 4th Floor | 3BHK         | 1392.50                    | 106.34              | 13.33                | P-17                    | Basement |
| 9   | 404      | 4th Floor | 3BHK         | 1583.12                    | 118.76              | 16.37                | P-19                    | Stilt    |
| 10  | 503      | 5th Floor | 3BHK         | 1586.41                    | 122.09              | 14.69                | P-23                    | Stilt    |
| 11  | 505      | 5th Floor | 2BHK         | 1277.96                    | 98.83               | 11.20                | P-25                    | Stilt    |
| 12  | 604      | 6th Floor | 3BHK         | 1583.12                    | 118.76              | 16.37                | P-29                    | Stilt    |
| 13  | 605      | 6th Floor | 2BHK         | 1277.96                    | 98.83               | 11.20                | P-30                    | Stilt    |
|     |          |           | <b>TOTAL</b> | <b>18,912.47</b>           |                     |                      |                         |          |

For KAPIS REALTY DEVELOPERS (P) LTD.  
Satiya Swaroop Rath  
Managing Director

Sushrarama Nayak



# DETAILS OF FLATS ALLOCATED TO THE DEVELOPER (SECOND PARTY)

| Sl. | Flat No. | Floor     | Type         | Flat Built-up Area (Sq.ft) | Carpet area (Sq.mt) | Balcony area (Sq.mt) | Covered Car Parking No. | Floor    |
|-----|----------|-----------|--------------|----------------------------|---------------------|----------------------|-------------------------|----------|
| 1   | 102      | 1st Floor | 3BHK         | 1392.50                    | 106.34              | 13.33                | P-02                    | Basement |
| 2   | 104      | 1st Floor | 3BHK         | 1583.12                    | 118.76              | 16.37                | P-04                    | Basement |
| 3   | 201      | 1st Floor | 3BHK         | 1392.50                    | 106.34              | 13.33                | P-06                    | Basement |
| 4   | 203      | 2nd Floor | 3BHK         | 1586.41                    | 122.09              | 14.69                | P-08                    | Basement |
| 5   | 205      | 2nd Floor | 2BHK         | 1277.96                    | 98.83               | 11.20                | P-10                    | Basement |
| 6   | 302      | 3rd Floor | 3BHK         | 1392.50                    | 106.34              | 13.33                | P-12                    | Basement |
| 7   | 304      | 3rd Floor | 3BHK         | 1583.12                    | 118.76              | 16.37                | P-14                    | Basement |
| 8   | 305      | 3rd Floor | 2BHK         | 1277.96                    | 98.83               | 11.20                | P-15                    | Basement |
| 9   | 401      | 4th Floor | 3BHK         | 1392.50                    | 106.34              | 13.33                | P-16                    | Basement |
| 10  | 403      | 4th Floor | 3BHK         | 1586.41                    | 122.09              | 14.69                | P-18                    | Stilt    |
| 11  | 405      | 4th Floor | 2BHK         | 1277.96                    | 98.83               | 11.20                | P-20                    | Stilt    |
| 12  | 501      | 5th Floor | 3BHK         | 1392.50                    | 106.34              | 13.33                | P-21                    | Stilt    |
| 13  | 502      | 5th Floor | 3BHK         | 1392.50                    | 106.34              | 13.33                | P-22                    | Stilt    |
| 14  | 504      | 5th Floor | 3BHK         | 1583.12                    | 118.76              | 16.37                | P-24                    | Stilt    |
| 15  | 601      | 6th Floor | 3BHK         | 1392.50                    | 106.34              | 13.33                | P-26                    | Stilt    |
| 16  | 602      | 6th Floor | 3BHK         | 1392.50                    | 106.34              | 13.33                | P-27                    | Stilt    |
| 17  | 603      | 6th Floor | 2BHK         | 1162.39                    | 89.18               | 9.97                 | P-28                    | Stilt    |
|     |          |           | <b>TOTAL</b> | <b>24,058.45</b>           |                     |                      |                         |          |

Total Built-up area of all Flats in the Project = 42,970.92 sft

Landowner Share = 44% = 18,907.20 sft (Allotted Built-up area = 18,912.47 sft.).

The Land owner has been allotted an excess of 5.27 sft.

Developer Share = 56% = 24,063.72 sft (Allotted Built-up area = 24,058.45 sft.).

For KAPIS REALTY DEVELOPERS (P) LTD.  
*Satyajit Swarup*  
 Satya Swaroop Rath  
 Managing Director

*Subhransu Nayak*

THAT, the Developer (the Second Party) will receive a payment for 5.27 Sft. built-up area from the First Party to complete their 56% share, at Rs. 7500 (Rupees Seven thousand and five hundred) per square feet which amounts to Rs. 39,525/- (Rupees Thirty nine thousand Five hundred and twenty five) only.

THAT, the above allocation of Flats and Parking to both the parties as their share in the said Project is full and final.

THAT, the floor plans and the car parking layout are attached to this document.

In witnesses of the parties have here on set and subscribed their respective hands and seal on the date, month and year above written.

#### SCHEDULE OF PROPERTIES

Dist. Khurda, Tahasil – Bhubaneswar, under the jurisdiction of District Sub-Registrar, Bhubaneswar, P.S.- New capital, P.S. No.- 25, Mouza: BHUBANESWAR SAHARA UNIT NO.-39 GADAKANA, Khata No.- 4427, (Four Four Two Seven), Sthitiban, Plot No.-284, (Two Eight Four), Area- A0.448 decimals, Full Plot, Kissam- Gharabari.



WITNESSES:

1. DEEPAK KUMAR NAYAK  
FATHER: ABHIMANYU NAYAK

Subhraneema Nayek

Signature of the First Party

For KAFIS REALTY DEVELOPERS (P) LTD.

Satya Swaroop Rath  
Satya Swaroop Rath  
Managing Director

Signature of the Second Party

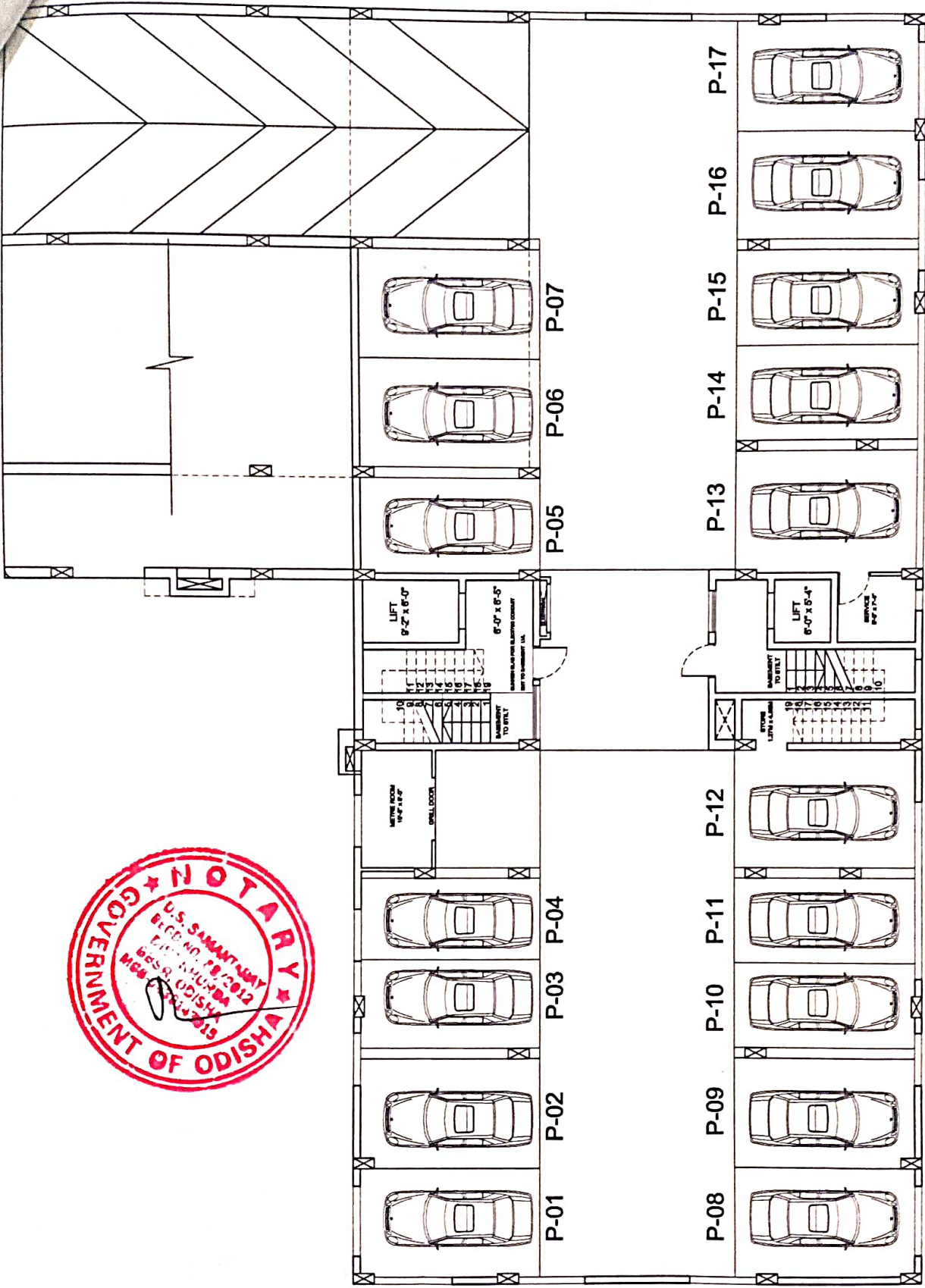
2. Pradyumn Kumar Das  
Father: Prabul Chandra Das  
At - Bagalpur  
Adampur  
Bali Rana  
Khurda

Identified by me.

Advocate, BBSR

16-02-2024  
DUSASAN SAMANTARAY  
NOTARY, GOVT. OF ODISHA  
BHUBANESWAR, ODISHA  
REGD. NO. 88/2012  
MOB-9439143015



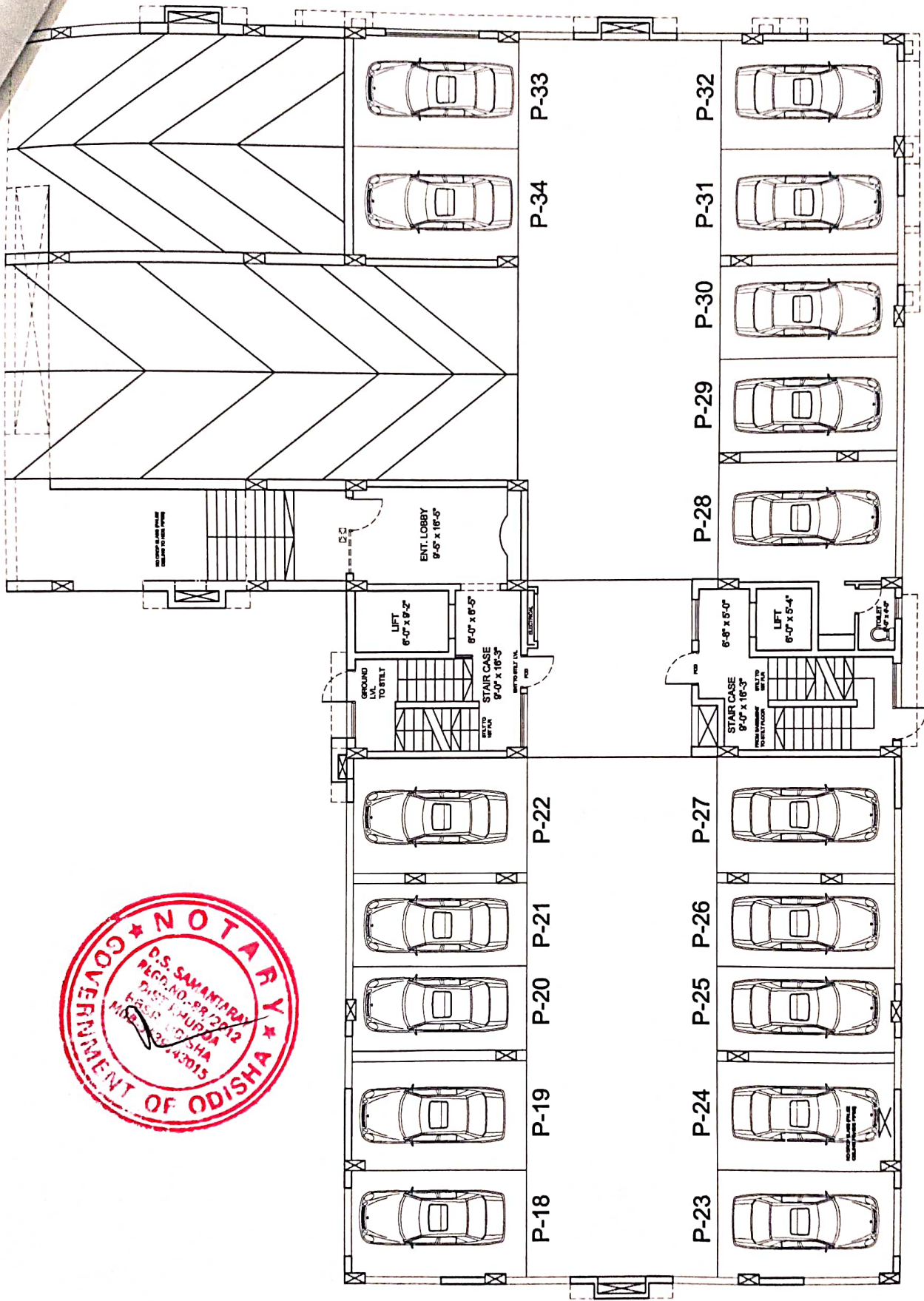


Proposed B+S+6 Apartment Building at Plot No.  
284, Khata No. 4347, Mz: Bhubaneswar Sahar, Unit  
No. 39. Gadakana

SHEET TITLE  
**BASEMENT PLAN**

LANDOWNER (1ST PARTY SIGNATURE)  
*Sudhansu Nayak*

DEVELOPER (2ND PARTY SIGNATURE)  
*Satyajit Swaroop Rath*  
Saiya Swaroop Rath  
Managing Director  
SRI KAPIS REALTY DEVELOPERS (P) LTD



Proposed B+S+6 Apartment Building at Plot No.  
284, Khata No. 4347, Mz: Bhubaneswar Sahar, Unit  
No. 39. Gadakana

SHEET TITLE

STILT FLOOR PLAN

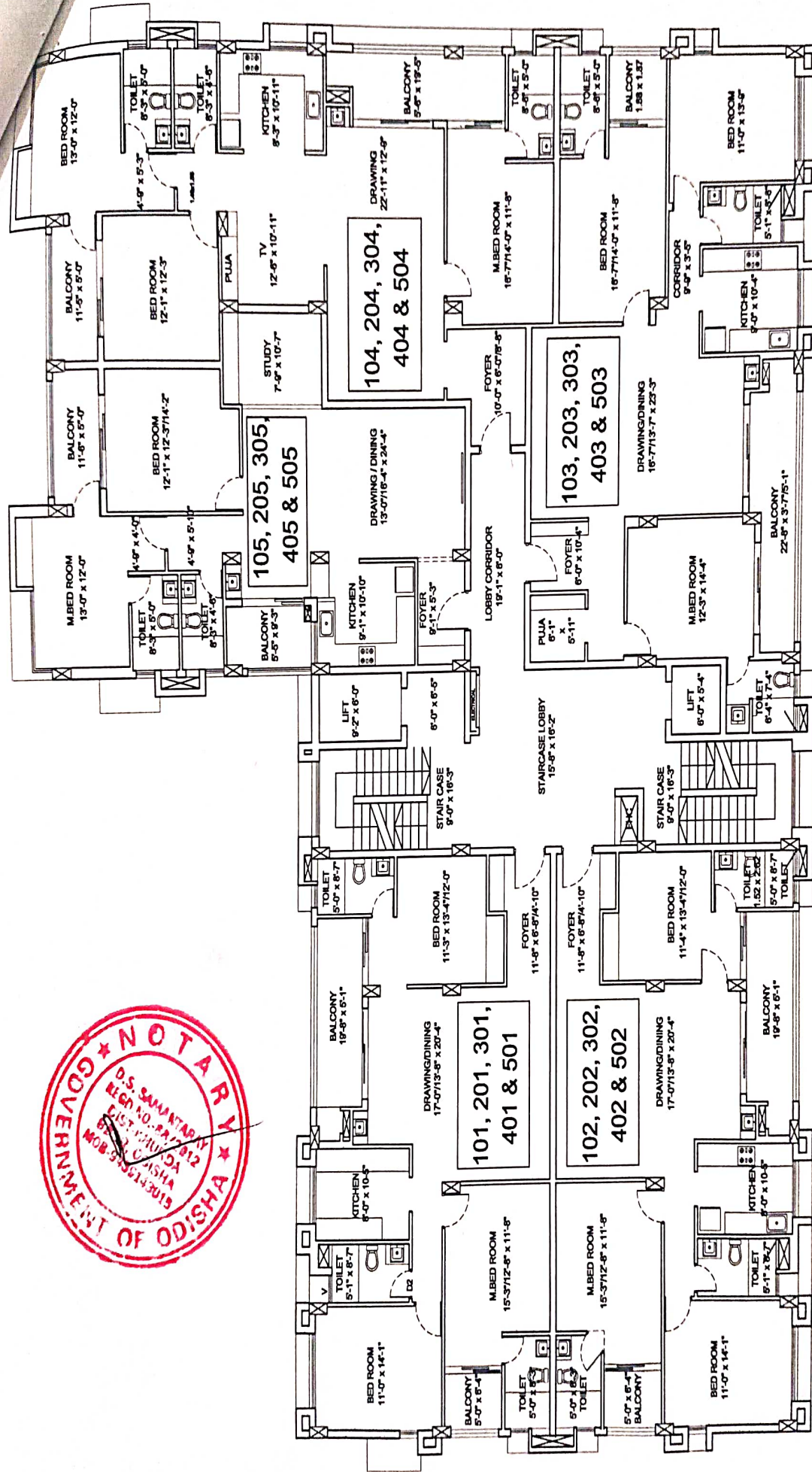
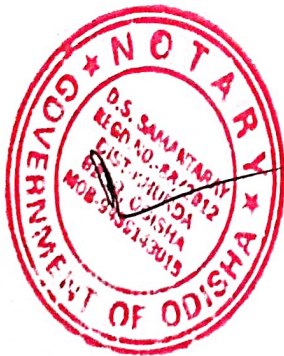
LANDOWNER (1ST PARTY SIGNATURE)

Subhramanya Nayak

FOR KAPIS REALTY DEVELOPERS (P) LTD  
DEVELOPER (2ND PARTY SIGNATURE)

Satya Saha Roy  
Satiya Swaroop Rath  
Managing Director





Proposed B+S+6 Apartment Building at Plot No.  
284, Khata No. 4347, Mz: Bhubaneswar Sahar, Unit  
No. 39. Gadakana

SHEET TITLE

TYP. FLOOR PLAN  
'1st to 5th Floor'

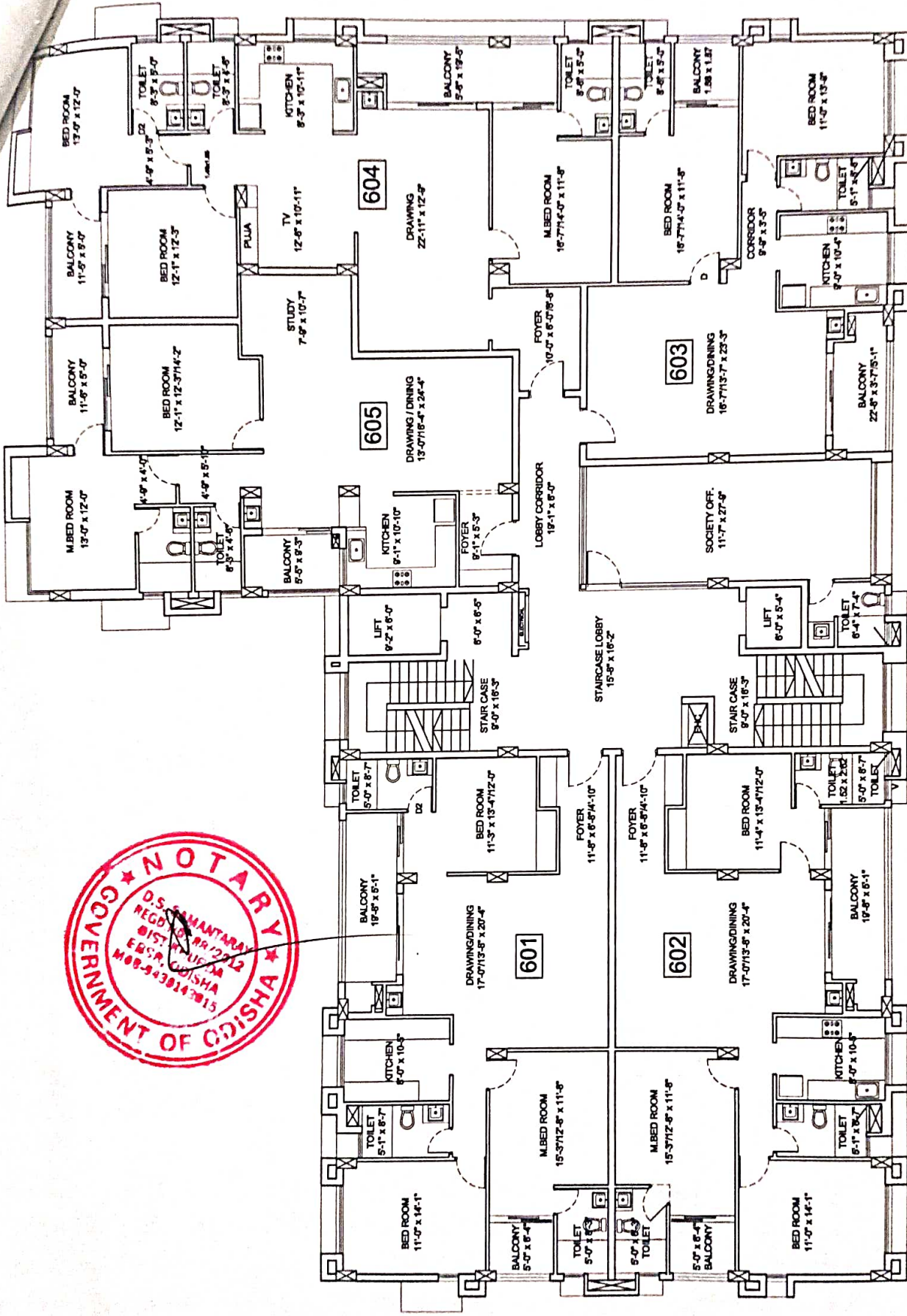
LANDOWNER (1ST PARTY SIGNATURE)

Sudharanendra Nayak

DEVELOPER (2ND PARTY SIGNATURE)

Satya Swarup for KAPIS REALITY DEVELOPERS (P) LTD.  
Satya Swarup Managing Director





Proposed B+S+6 Apartment Building at Plot No.  
284, Khata No. 4347, Mz: Bhubaneswar Sahar, Unit  
No. 39. Gadakana

SHEET TITLE  
6th FLOOR PLAN

LANDOWNER (1ST PARTY SIGNATURE)  
Subramana Nayak

DEVELOPER (2ND PARTY SIGNATURE)  
Satya Swaroop Rana  
Managing Director  
FOR KAPIS REALTY DEVELOPERS (P) LTD.