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JANMEJAYA RAUTRA

NOTARY, GOVT OF ODISHA

BHUBANESWAR

REGD. NO. ON 88/2012

Mob. No. 9337121273
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J. Routray
Notary, Bhubaneswar

**AGREEMENT FOR ALLOCATION OF LAND OWNER'S SHARE
IN RESIDENTIAL APARTMENT COMPLEX
STYLED AS 'SONSY EUPHONIA'
AT MOUZA- SUNDARPUR, BHUBANESWAR**

This agreement is made and executed at Bhubaneswar on 28th JANUARY 2025

BETWEEN

SMT. SANJITA PANDA, aged about 51 years, wife of Sri Abhimanyu Mohapatra, by Caste- Brahmin, by Occupation- Service, resident of Plot No.- 1507, Behind BRIT Colony, Nayapalli, P.O/P.S- Nayapalli, Bhubaneswar, Dist.- Khurda, Odisha (PIN-751012) (Aadhar No.- 352515592458), hereinafter referred as the '**LAND OWNER/FIRST PARTY**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors, legal representatives, executors, administrators and assigns) of **ONE PART.**

AND

M/S SONSU ENGINEERS & CONSTRUCTIONS (P) LTD. (CIN no.- U45201OR2005PTC008172), Regd. under Companies Act, 1956 having Regn. No. 15-08172 and having its Corporate Office at #354, Ground Floor, Gajapati Nagar, P.O.- Sainik School, Bhubaneswar - 751005 (PAN No.- AAKCS4243G) represented through its Managing Director **Sri Soumyajeet Mohanty**, aged

Sanjita Panda

For Sonsy Engineers & Constructions (P) Ltd.

Managing Director

w-1 Abhimanyu Mohapatra

w-2 Debashish Raut

about 41 years, S/o Sri Shyama Prasad Mohanty hereinafter referred as the **'DEVELOPER/SECOND PARTY'** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, partners, legal representatives, executors, administrators and assigns) of the **OTHER PART.**

WHEREAS, this Agreement shall be a part & parcel of the earlier agreement executed inter-se between the parties vide Regd. Development Agreement Deed No. 11132006449 executed on dated 18.11.2020 for the purpose of developing /constructing multi-storied residential apartment complex at Mouza- Sundarpur, Bhubaneswar.

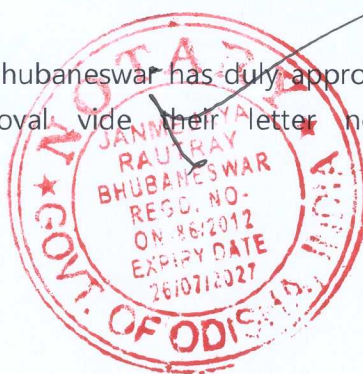
AND WHEREAS, in the earlier agreement dated 18.11.2020, it has been agreed by the parties that the developer shall develop the schedule property by clubbing it with adjacent plots of other land owners over which a multi-storied residential apartment building to be constructed and in consideration thereof, the Land Owner is entitled to get one(1) no. of 3-BHK Apartment unit/flat as her share in the developed property and the allocation of the apartment unit/flat will be carried out after detailed design and approval of the building plan from Bhubaneswar Development Authority with mutual discussions.

AND WHEREAS, to give effect to the earlier agreement dated 18.11.2020, the Party of the First Part has executed an Irrevocable General Power of Attorney in favour of the Party of the Second Part vide Registered GPA Deed No. 11132006450 dated 18.11.2020.

AND WHEREAS, after obtaining construction/development rights through separate Regd. Development Agreement and GPA from all other 15 adjacent land owners and clubbing it all with the own land of the Developer, a multi-storied residential apartment complex hereinafter referred to as **'Project'** is planned to be taken up in two phases over a total land of Ac.6.276 decs hereinafter referred to as **'Project Area'**.

AND WHEREAS, the building plans of Phase-I was prepared over the project area and submitted to BDA, Bhubaneswar for approval vide SUJOG Application no. BP-BDA-2023-05-05-016490 dated 05/05/2023 by the Developer.

AND WHEREAS, BDA Bhubaneswar has duly approved the building plans and conveyed their approval vide their letter no. BP/BDA/013193 dated 08/10/2024.



For Somsy Engineers & Constructions (P) Ltd.

Managing Director

Sanjita Panda

Abhinav Mohapatra

Debashish Raut

AND WHEREAS, after BDA approval, the said Project proposed to be developed over the project area in two phases is named as "**SONSY EUPHONIA**" and all the Residential Towers, Commercial building and Society/Club building of the Project have also been named suitably for future references.

AND WHEREAS, this subsequent agreement has been executed to allocate the Land Owner's share in the said project '**SONSY EUPHONIA**' and to avoid any future complications/misunderstanding between the parties and freeze their respective shares.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by the parties hereto as follows:

1. That, the Land Owner is herewith provisionally allotted One (1) no. of Self-contained independent Apartment Unit/Flat herein referred as '**Apartment**' along with single car parking space for the apartment as described and delineated in Schedule-A written hereunder as Land Owner's share.
2. The First Party (Land Owner) after going through the BDA Approval letter and Building plan in detail showed her interest to take the Apartment no. 901 in Robin Tower of the said Project, more fully described in the Schedule-A hereunder. This shall stand as the full and final settlement towards the Land Owner's share and the Land Owner shall not be entitled to any other kind of allotment/considerations in the Project. The balance construction of the Residential Apartment and Commercial Building in the Project exclusively fall to the share and entitlement of the party of the Second Part (Developer) who shall always be free to deal with any manner it so like including that of sale, lease, pledge, rent out etc.
3. That, the above said allotted Apartment of the Land Owner is free from all encumbrances whatsoever/whomsoever and the Land Owner shall have full power and absolute right to deal with the same as she thinks proper after taking possession of the Apartment.
4. That, the allotted car parking space shall be an integral part of the allotted Apartment and for exclusive use and enjoyment of the Land Owner. The Land Owner shall have no right and authority to put of any construction in and around the said parking space or enclose the same or use/convert the same for any purpose other than car parking.

For Sonly Engineers & Constructions (P) Ltd.

Managing Director

Sanjita Panda

w-1 Abhimanyu Mohapatra

w-2 Debashish Rathi



5. That, the Land Owner shall pay GST and any other direct/indirect taxes/cess/duties imposed by Govt. or any other statutory authorities from time to time pertaining to their allotted Apartment before taking delivery of possession.
6. The Land Owner has been apprised and knows very well that the project styled as '**Sonsy Euphonia**' shall be developed and completed in two phases. Since the Land Owner is interested to take the Apartment of her share in first phase i.e. Phase-I of the Project, she is provisionally allotted the scheduled apartment in Phase-I and the Land Owner shall have no claim/entitlement in second phase i.e. Phase-II of the Project. The Land Owner is also being aware that the roads, infrastructures and other amenities & facilities including Society/Club building provided in the Phase-I of the project shall be for the use of allottees of both the phases of the project and the Land Owner or her legal heirs will not have any objection to share these facilities provided in Phase-I to the allottees of the Phase-II of the project. Similarly, Land Owner along with other allottees of Phase-I shall also be entitled to enjoy the roads, infrastructures and other amenities & facilities to be provided in the Phase-II.
7. That, after this allocation of share in the first phase of the project, the first party (Land Owner) shall have an undivided interest in the common areas and facilities, as defined in Odisha Apartment (Ownership and Management) Act, 2023, appurtenant to his allotted Apartment in the project. The Land Owner has no objection to the second party (Developer) to dispose the remaining part of the residential and commercial units of the project along with undivided portion of the common areas and facilities of the project by way of sale, lease, pledge, rent out etc. The Land Owner hereby undertakes that he/his legal heirs will not claim any right over rest of the residential/commercial units along with undivided common areas and facilities of the project.
8. That, the Land Owner shall not have any objections for development of the second phase over the land area earmarked for Phase-II and/or any adjacent plots added to the Project area. The Land Owner or her legal heirs shall not have any claim or any rights on the developed property of the second phase as the same falls to the share of the Developer after execution of this agreement.

For Sonsy Engineers & Constructors (P) Ltd.

Managing Director

Sajita Panda

W-1 Abhimanyu Mohapatra

W-2 Debashish Rout



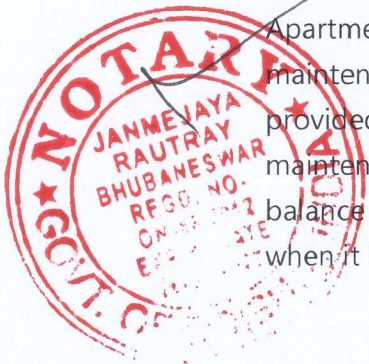
9. That, the Land Owner has duty and statutory obligation to be a member of the 'Association of Allottees' with other apartment allottees of both phases of the project as per the provisions of the Odisha Apartment (Ownership and Management) Act, 2023 and the rules framed there under. The said association shall have its bye-laws and shall comply with the statutory requirements as enjoyed on laws/rules. The Land Owner shall obey its rules, regulations, bye-laws etc. and contribute the amount proportionate to each allocated apartment towards association corpus and monthly maintenance charges. The common areas and facilities, as defined in Odisha Apartment (Ownership and Management) Act, 2023, of the project shall be handed over to the 'Association of Allottees'. The management, maintenance and administration of the said common areas and facilities shall be vested with the association when it becomes fully functional and thereafter the Developer is deemed to have been relieved of all obligations, implicit or explicit, to maintain/manage the common areas and facilities.

For Somsy Engineers & Constructions (P) Ltd.

Managing Director

10. The Land Owner shall pay one-time Interest Free Maintenance Security Deposit (MSD) towards Association Corpus @ Rs. 60,000.00 (Rupees sixty thousand) only per 3-BHK Apartment at the time of taking possession of the Apartment. This security deposit so collected shall be remitted to the association of allottees when it becomes fully functional and shall be utilized towards annual maintenance of plants, machinery, equipment etc. installed in the said complex, periodic external painting and repair of the complex and towards any unforeseen occurrence in future.

11. The Land Owner shall also pay Monthly Maintenance Charges (MMC) for twelve (12) months in advance towards up-keeping and maintenance of common areas and facilities provided in the apartment complex (excluding internal maintenance of the Apartment) at the time of taking possession of the Apartment. The MMC shall be decided and intimated to the Land Owner at the time of taking possession of the Apartment and shall be applicable from the date of offer of possession of Apartment irrespective of the Land Owner taking over the physical possession of his Apartments in any date. This MMC so collected shall be utilized for the maintenance and up-keeping of the common areas and facilities provided in the Project till the association of allottees takes over the maintenance and management of common areas and facilities. The balance amount, if any, shall be remitted to the association of allottees when it becomes fully functional.



12. The Land Owner shall also pay Security Deposits or any other charges towards Electric Power supply to her allotted Apartment as decided and intimated to the land owner at the time of taking possession of the Apartment.
13. That, this agreement shall remain valid till 5(five) years with a grace period of 6(six) months from the date of commencement of construction. If required, the validity period may be extended with the mutual consent of both the parties. This supersedes the time frame of earlier agreement dated 18.11.2020.
14. That, the first phase development of the project shall be completed within the time frame provided in this agreement. The Developer shall intimate the Land Owner to take possession of the allotted Apartment after getting Occupancy Certificate from the competent authority. And the Land Owner shall take the possession of the said Apartment along with the car parking space within 90 days of such intimation by clearing the required statutory dues as per this agreement.
15. That, the validity period mentioned in the agreement is for completion of the first phase of the project. Even after taking possession of the allotted apartment by the Land Owner in the first phase of the project and the obligations of the Developer towards the Land Owner is fulfilled, the said General Power of Attorney executed by the Land Owner in favour of the Developer shall remain irrevocable till all the objectives and activities for both the phases of the Project being completed and interest of Developer is fulfilled.

For Sonsy Engineers & Constructions (P) Ltd.

Managing Director

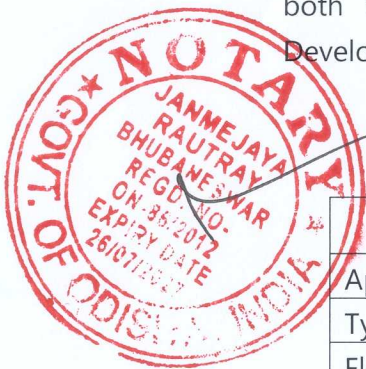
Sanjita Panda

SCHEDULE - A

Description	Allocation of Apartment
Apartment No.	901
Type	S1 (3-BHK)
Floor	9 th Floor
Tower	Robin Tower
Carpet Area	95.64 sqm.
Balcony Area	8.40 sqm.
Super Built-up Area	163.05 sqm. (1755 sft.)
Car Parking No.	235 at Upper Basement (B1)

Note: Sketch Maps showing the allocations are enclosed as Annexure-I & II.

w-1 Abhinav Mohapatra
w-2 Debashish Ravi



IN PRESENCE OF WITNESSES WHEREOF the parties hereto have subscribed their hand and seal and signature on the date and day first above written i.e. 28th day of JANUARY 2025.

Witnesses :-

1. Signature: Abhimanyu Mohapatra
Name: ABHIMANYU MOHAPATRA
Address: E-25, UNIT 8, Bhubaneswar

Sanjita Panda

Signature of Land Owner

2. Signature: Debashish Rathi
Name: DEBASHISH RATH
Address: Plot no. FD/1304, Sec-9,
CDA, Cuttack- 753014.

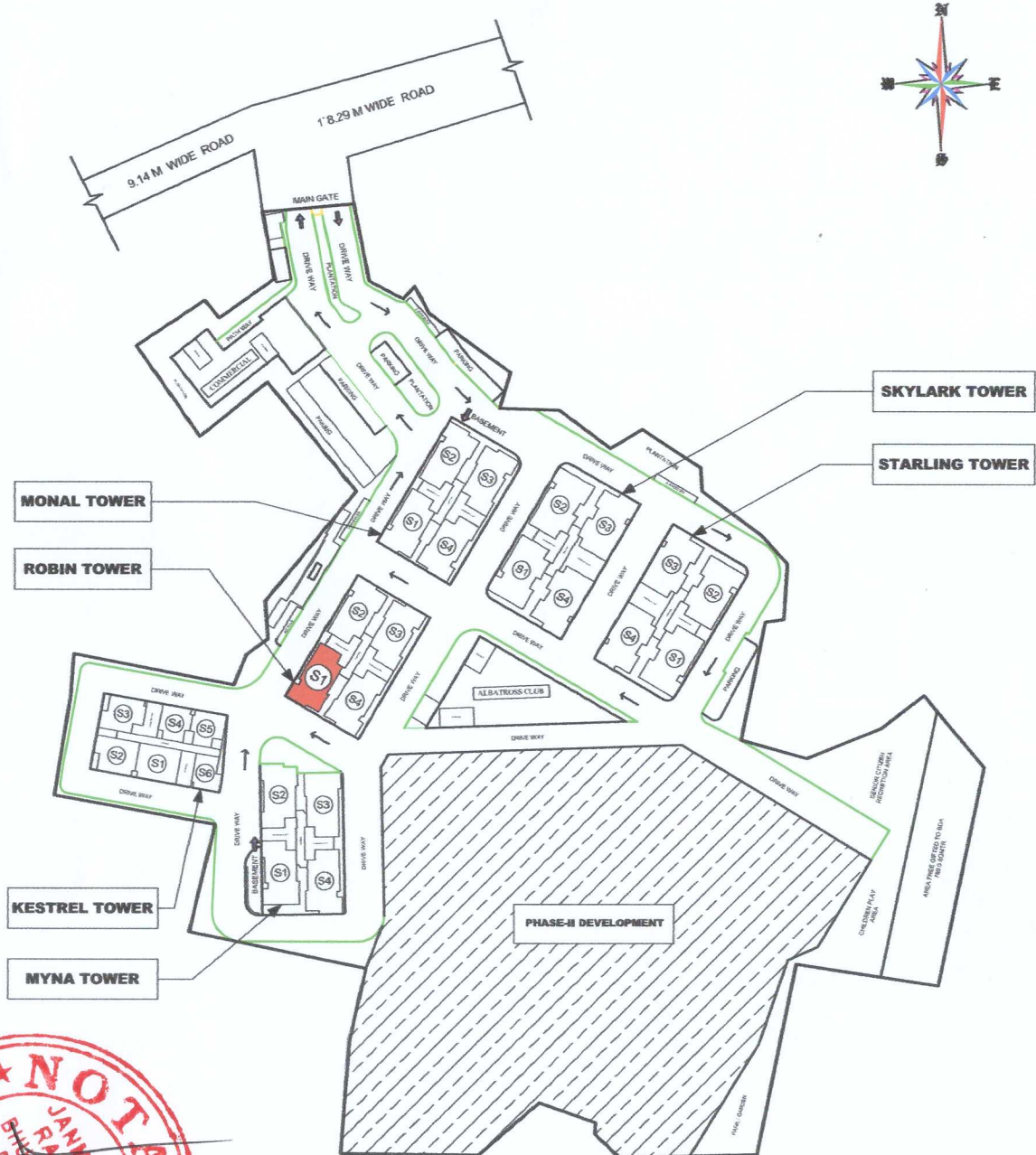
[Signature]
For Sonny Engineers & Constructions (P) Ltd.
Managing Director

Signature of Developer



[Signature]
JANMEJAYA RAUTRAY
NOTARY, GOVT. OF ODISHA
BHUBANESWAR
REGD. NO. - ON-86/2012
Mob. No. - 9337121273 /

**SKETCH MAP OF ALLOCATION OF APARTMENT
AT 'SONSY EUPHONIA', SUNDARPUR, BHUBANESWAR**

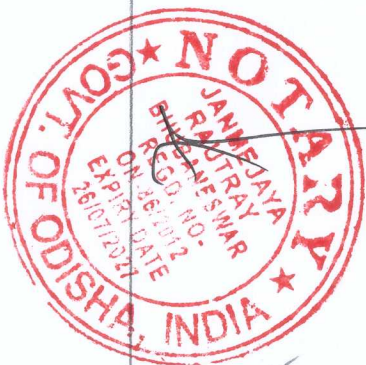


APT. No.- 901, 9th Floor, Type - S1 (3-BHK), ROBIN Tower allotted to
SMT SANJITA PANDA is earmarked in RED Colour.

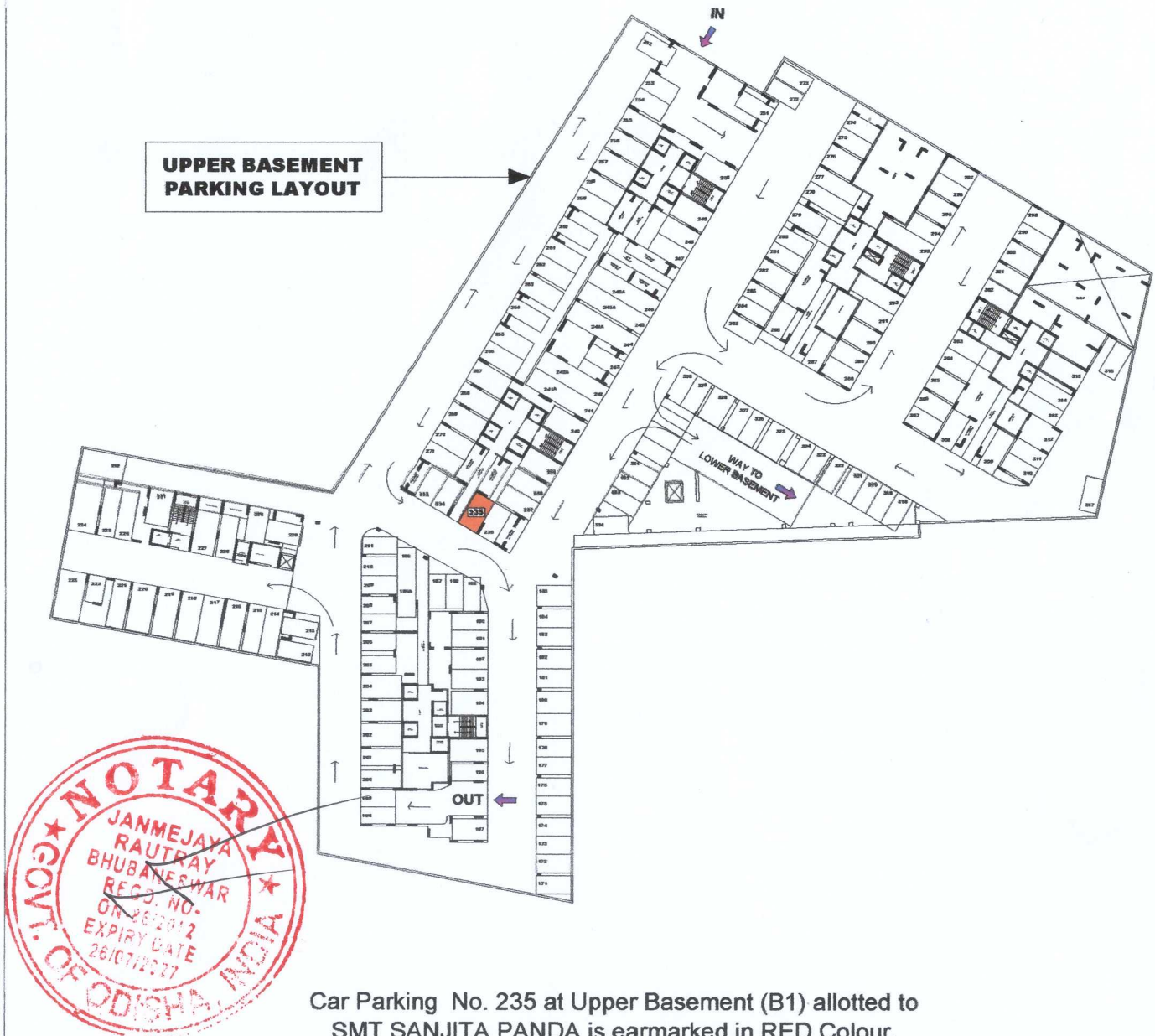
Sanjita Panda

For Sonly Engineers & Constructions (P) Ltd.

[Signature]
Managing Director



SKETCH MAP OF ALLOCATION OF CAR PARKING AT 'SONSY EUPHONIA', SUNDARPUR, BHUBANESWAR



Car Parking No. 235 at Upper Basement (B1) allotted to
SMT SANJITA PANDA is earmarked in RED Colour.

✓ Sanjita Panda

For Sonly Engineers & Constructions (P) Ltd.

Managing Director