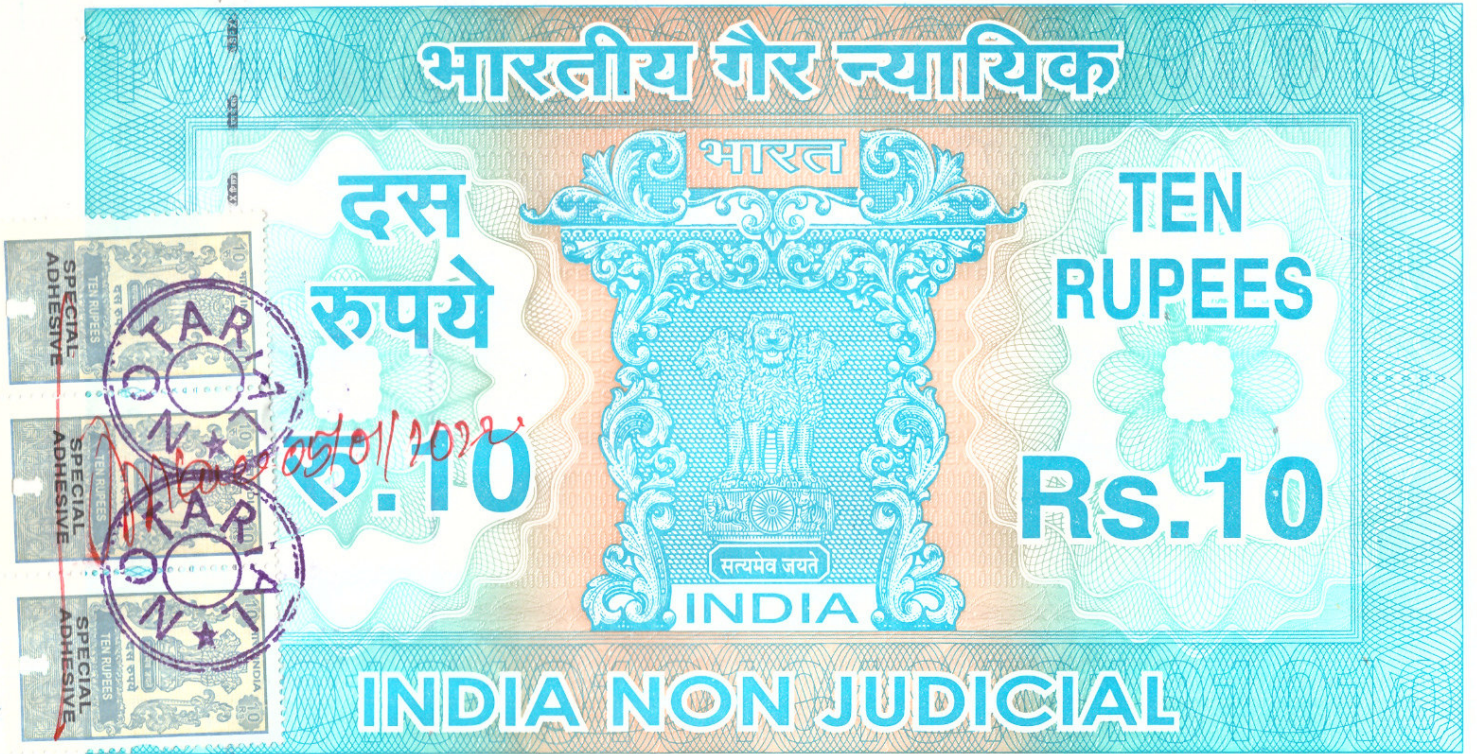


SZ No. 4, dt. 05.01.2022, contents - 04 pages.



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52AA 954800

MEMORANDUM OF SUPPLEMENTARY AGREEMENT FOR SHARING OF FLATS

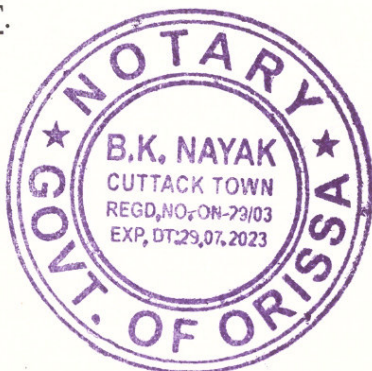
In continuation to earlier agreement executed on 21 day of Oct 2014 executed before the notary public, Cuttack, Dist.-Cuttack, this memorandum of supplementary agreement is executed on this the 05.01.2022.

BETWEEN

(1) **Smt. Menaka Behera**, aged about 81 years, W/o Late Fakir Mohan Behera, by Caste-Gopal, permanent resident of Mathasahi, P.O-Tulasipur, P.S-Bidanasi, Town/ Dist-Cuttack Hereinafter referred to as the "Owner" which expression unless repugnant to the subject of context shall mean and include his legal heirs/ successors/ executors/ administrators & assigns of the party of the FIRST PART.

AND

M/S **MM ENGINEERS & CONSULTANTS**, having its office at 2nd floor, Sumitra Plaza, Badambadi, Cuttack, represented by its partner Mr. Upendra Nath Sutar, aged about 50 years, son of Late Indramani Sutar, herein after referred to as "Developer & Promoter" which expression unless repugnant to the subject of context shall mean & include his legal heirs/successors/administrators & assigns of the party of SECOND PART.



Mawar
05/01/2022
B.K. NAYAK
NOTARY
CUTTACK TOWN
Regd No ON-29/03
MM Engineers & Consultants
Upendra Nath Sutar
Partner


Handwritten signature


Handwritten signature

20087
23/9/2021

M N Engineers
& Consultants
Bachchanik
03 Behr

Bagal Behr


18 SEP 2021
Treasury Officer,
Cuttack


Prasanta Kumar Dash
Stamp Vender
Collectorate, Cuttack

And

Ms. Sandhya Rani Behera, aged about 51 years daughter of Late Fakir Mohan Behera, & Smt. Menaka Behera, by cast: Gopal, Profession: house wife (Aadhar No.449416970153) Mobile No.9338495028) Address: resident of Mathasahi, Po: Tulasipur, Ps: Bidanasi, Dist-town-Cuttack, herein after referred to as the third Party. (Consentee Party)

WHERE AS

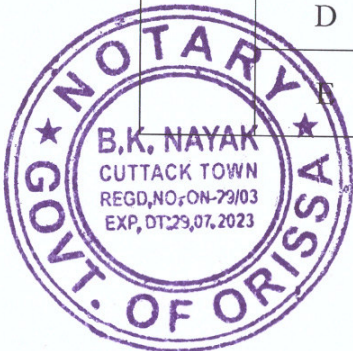
And where as the owner /party of the first part desires for the allotment/allocation of their share in the said project, "MM MENAKA TOWER" to be constructed over the scheduled property, and as per the aforesaid agreement their share comes to 7nos. of flat in the different floors of the apartment as specified.

The Builder/Developer i.e. party of the 2nd part has also agreed without any hesitation to allocate owners share as opted by the party of the first part as per detailed below plan.

The owner/party of the first part shall also get parking spaces, proportionality distributed in the still floor, parking area and uncovered parking space/area.

Specification and details flat/units to be allocated.

Floor	Flat no	Type	Allotted to Land Owners	Carpet Area (Sft)	Allotted to Builder	Carpet Area (Sft)
1 st	A	3 BHK	√	1012.22	—	—
	B	3 BHK	—	—	√	1053.48
	C	3 BHK	—	—	√	1037.22
	D	2 BHK	—	—	√	723.06
	E	2 BHK	√	746.21	—	—
	F	3 BHK	—	—	√	1104.43
2 nd	A	3 BHK	—	—	√	1012.22
	B	3 BHK	√	1053.48	—	—
	C	3 BHK	—	—	√	1037.22
	D	2 BHK	√	723.06	—	—
	E	2 BHK	—	—	√	746.21



M. Nayan
05/01/2022
B.K. NAYAK
NOTARY
CUTTACK TOWN
Regd No.ON-29/03

M M Engineers & Consultants
Upendra Nath Sutar
Partner

9338495028

Sandhya rani behera

	F	3 BHK	—	—	√	1104.43
3 rd	A	3 BHK	—	—	√	1012.22
	B	3 BHK	—	—	√	1053.48
	C	3 BHK	√	1037.22	—	—
	D	2 BHK	—	—	√	723.06
	E	2 BHK	√	746.21	—	—
	F	3 BHK	—	—	√	1104.43
4 th	A	3 BHK	—	—	√	1012.22
	B	3 BHK	—	—	√	1053.48
	C	3 BHK	—	—	√	1037.22
	D	2 BHK	—	—	√	723.06
	E	2 BHK	—	—	√	746.21
	F	3 BHK	√	1104.43	—	—
			7 nos	6,422.83 sft	17 nos	16,283.65 sft

Total carpet Area = 5676.62 x 4

⇒ 22706.46 sft

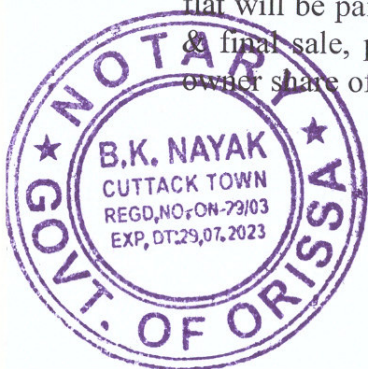
Owner's share = 35% of total carpet area

⇒ 35% of 22706.46 sft

⇒ 7947.26

Difference is (7947.26 sft – 6422.43 sft) = 1524.83

Hence the differential sft. of carpet area (1523.93 sft) towards the land owner shares of flat will be paid to the land owner in terms of money amount of average rate of first sale & final sale, per sft. of carpet area during the time of handing over the possession of owner share of flats.



Manoj 05/01/2022
B.K. NAYAK
 NOTARY
 CUTTACK TOWN
 Regd No. ON-29/03

M M Engineers & Consultants
Upendra Nath Sueti
 Partner

783959 (404159) Sandhya rani Behera

The party of the first or its subsequent buyers is/are liable to pay the expenses on the following heads before taking delivery of the flats allocated towards owners share. However the quantum of such expenses on each head shall be communicated to the party of the first part & its subsequent buyers before handing over physical possession of the allotted flats /units. This agreement have been mutually agreed by both the parties.

Other expenses per flat.

- A) Goods & Service Tax (As per applicability)
- B) Electrical (Meter & security deposit).
- C) Assessment of Holding Tax.
- D) Society corpus fund.
- E) Maintenance expenses for 6 months after handing over the possession. In whiteness, where of the party of aforementioned have signed this indenture in token of affirmation of terms, conditions contently stipulated above and in the original agreement.

Schedule of the Property

Dist. Cuttack Tahasil, Ps-Purighat, Mouza- Cuttack town, Unit no-7, North Tulasipur, Cuttack, Settlement Khata no-257, 827, & 375/493
Mutation plot no-84, 84/3454, 85, & 85/3455
Area = A0.239dec.

ବିନୟ କୁମାର

Witness:

Party of the 1st part.

1. *Bagul Behera*
40-Bida bera behera
At. 2nd floor sumitra plaza
Beham Bidi cuttack

MM Engineers & Consultants

Upendra Nath Sutar
Partner

Party of the 2nd part.

2.

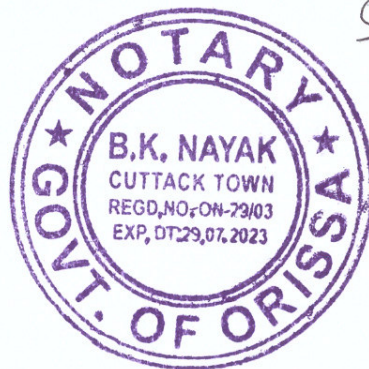
Sandhya Rani Behera

Party of the 3rd part
(Consentee party)

SIGNATURE / L.T.I(S) ATTESTED

M. N. Nayak
B.K. NAYAK

NOTARY For CUTTACK TOWN
Regn. No.ON-29/03



2450 26/10/2022

भारतीय गैर न्यायिक

दस
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TEN
RUPEES
Rs.10

INDIA NON JUDICIAL



ଓଡ଼ିଶା ओडिशा ODISHA

56AA 832226

2ND SUPPLEMENTARY AGREEMENT FOR SHARING OF FLATS (SHARE ALLOCATION AGREEMENT)

In continuation to earlier agreement executed on 05 day of January 2022 executed before the notary public, Cuttack, Dist.-Cuttack, this 2nd supplementary agreement, rectifying/modifying the earlier agreement dtd 05.05.2022 is executed on this 26th day of October 2022

BETWEEN

(1) **Smt. Menaka Behera**, aged about 81 years, W/o Late Fakir Mohan Behera, by Caste-Gopal, permanent resident of Mathasahi, P.O-Tulasipur, P.S-Bidanasi, Town/ Dist-Cuttack Hereinafter referred to as the "Owner" which expression unless repugnant to the subject of context shall mean and include his legal heirs/ successors/ executors/ administrators & assigns of the party of the **FIRST PART**.

AND

M/S MM ENGINEERS & CONSULTANTS, having its office at 2nd floor, Sumitra Plaza, Badambadi, Cuttack, represented by its partner Mr. Upendra Nath Sutar, aged about 50 years, son of Late Indramani Sutar, herein after referred to as "Developer & Promoter" which expression unless repugnant to the subject of context shall mean & include his legal heirs/successors/administrators & assigns of the party of **SECOND PART**.

SIGNATURE ATTESTED

SURADA PRASANNA MOHANTY
NOTARY PUBLIC, CUTTACK TOWN
Regd. No. 01/101

MM Engineers & Consultants
Upendra Nath Sutar
Partner

Handwritten signature/initials on the right margin.

Sandhya sain Behera

No - 13434 dt - 21-10-2022 P.A. S.P. Mahapatra
To meet tel
M.M. Anand & Co

Resubmit

cc

Mo

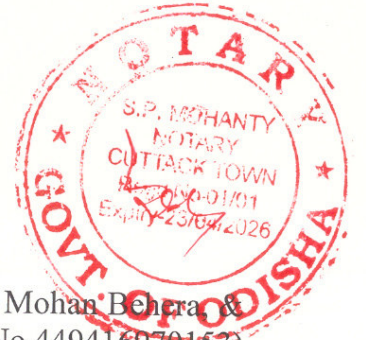
Upendra Nath Sanyal

↓

21/10/22
RAMESH KUMAR MAHAPATRA
Stamp Vender
Orissa High Court
Cuttack

10 MAR 2022
Treasury Officer,
Cuttack

RECEIVED
SUB-DIVISIONAL OFFICE
CUTTACK



And

Ms. Sandhya Rani Behera, aged about 51 years daughter of Late Fakir Mohan Behera & Smt. Menaka Behera, by cast: Gopal, Profession: house wife (Aadhar No.449416970153) Mobile No. _____) Address: resident of Mathasahi, Po: Tulasipur, Ps: Bidanasi, Dist-town-Cuttack, herein after referred to as the third Party. (Consentee Party)

WHERE AS

And where as the owner /party of the first part desires for the allotment/allocation of their share in the said project, "MM MENAKA TOWER" to be constructed over the scheduled property, and as per the aforesaid agreement their share comes to 7nos. of flat in the different floors of the apartment as specified.

The Builder/Developer i.e. party of the 2nd part has also agreed without any hesitation to allocate owners share as opted by the party of the first part as per detailed below plan.

The owner/party of the first part shall also get parking spaces, proportionality distributed in the still floor, parking area and uncovered parking space/area.

Specification and details flat/units to be allocated.

Floor	Flat no	Type	Allotted to Land Owners	Carpet Area (Sft)	Parking No	Allotted to Builder	Carpet Area (Sft)	Parking No
1 st	A	3 BHK	√	1012.22	1	—	—	—
	B	3 BHK	—	—	—	√	1053.48	2
	C	3 BHK	—	—	—	√	1037.22	3
	D	2 BHK	—	—	—	√	723.06	4
	E	2 BHK	√	746.21	5	—	—	—
	F	3 BHK	—	—	—	√	1104.43	6
2 nd	A	3 BHK	—	—	—	√	1012.22	7
	B	3 BHK	√	1053.48	8	—	—	—
	C	3 BHK	—	—	—	√	1037.22	9
	D	2 BHK	√	723.06	10	—	—	—

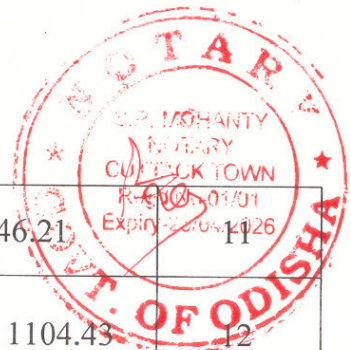
403959 134569

Sandhya Rani Behera

SIGNATURE ATTESTED

SURADA PRASANNA MOHANTY
NOTARY PUBLIC, CUTTACK TOWN
Regd. No. 01/01

MM Engineers & Consultants
Upendra Nath Saha
Partner



	E	2 BHK	—	—	—	√	746.21	
	F	3 BHK	—	—	—	√	1104.43	
3 rd	A	3 BHK	—	—	—	√	1012.22	13
	B	3 BHK	—	—	—	√	1053.48	14
	C	3 BHK	√	1037.22	15	—	—	—
	D	2 BHK	—	—	—	√	723.06	16
	E	2 BHK	√	746.21	17	—	—	—
	F	3 BHK	—	—	—	√	1104.43	18
4 th	A	3 BHK	—	—	—	√	1012.22	19
	B	3 BHK	—	—	—	√	1053.48	20
	C	3 BHK	—	—	—	√	1037.22	21
	D	2 BHK	—	—	—	√	723.06	22
	E	2 BHK	—	—	—	√	746.21	23
	F	3 BHK	√	1104.43	24	—	—	—
			7 nos	6,422.83 sft		17 nos	16,283.65 sft	

675/9/68302

Total carpet Area = 5676.62 x 4

⇒ **22706.46 sft**

Owner's share = 35% of total carpet area

⇒ **35% of 22706.46 sft**

⇒ **7947.26**

Difference is (7947.26 sft – 6422.43 sft) = 1524.43

Hence the differential sft. of carpet area (1523.93 sft) towards the land owner shares of flat will be paid to the land owner in terms of money amount of average rate of first sale

SIGNATURE ATTESTED

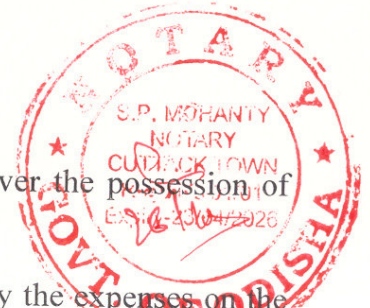
SURADA PRASANNA MOHANTY
 NOTARY PUBLIC, CUTTACK TOWN
 Regd. No. 01/01

M M Engineers & Consultants

Upendra Nath Saha
 Partner

Sandhya rain pehara

& final sale, per sft. of carpet area during the time of handing over the possession of owner share of flats.



The party of the first or its subsequent buyers is/are liable to pay the expenses on the following heads before taking delivery of the flats allocated towards owners share. However the quantum of such expenses on each head shall be communicated to the party of the first part & its subsequent buyers before handing over physical possession of the allotted flats /units. This agreement have been mutually agreed by both the parties.

Other expenses per flat.

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- C) Assessment of Holding Tax.
- D) Society corpus fund.
- E) Maintenance expenses for 6 months after handing over the possession. In whiteness, where of the party of aforementioned have signed this indenture in token of affirmation of terms, conditions contently stipulated above and in the original agreement.

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Dist. Cuttack Tahasil, Ps-Purighat, Mouza- Cuttack town, Unit no-7, North Tulasipur, Cuttack, Settlement Khata no-257, 827, & 375/493
Mutation plot no-84, 84/3454, 85, & 85/3455
Area = A0.239dec.

ଗୌରୀ ଚନ୍ଦ୍ରାୟ

Witness:

Party of the 1st part.

- 1. Bagal Behera
S/o. B. J. Behera
At. Atalagusa, PO - Kumari
DIST - Boudh

M M Engineers & Consultants

Upendra Nath Sarker
Partner

2.

Party of the 2nd part.

Sandhyasari Behera

Party of the 3rd part
(Consentee party)

SIGNATURE ATTESTED

SURADA PRASANNA MOHANTY
NOTARY PUBLIC, CUTTACK TOWN
Regd. No. 2101

