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For METRO GARDEN ESTATE PVT.LTD.

Sepe Indray
Managing Director

COLLABORATION AGREEMENT BETWEEN LAND OWNER AND BUILDER / DEVELOPER FOR CONSTRUCTION OF AN INTEGRATED HOUSING COMPLEX, COMPRISING OF INDEPENDENT BUILDINGS / LAYOUT PLOTS FOR RESIDENTIAL ACCOMMODATION OVER THE LAND AS DELINEATED IN THE SCHEDULE, FORMING PART OF THE COMPLEX AND OTHER LAND

This Memorandum of agreement executed on this the 23rd day of July 2016 (Two thousand sixteen).

Between

Sri Babuli Jena, aged about 57 years, son of — Brahmachari Jena, resident of Kholadwara, PS- Jatani, Dist- Puri, by caste: Khandayat hereinafter referred to and described as the **LAND OWNERS** which expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors in interest, legal representatives, executors, administrators and assigns of the party of the **FIRST PART**.

For METRO GARDEN ESTATE PVT.LTD.
Sepe Indray
Managing Director

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Neeraj
17/2/16

(P) Metro Garden Estate Pvt Co

Abdul Salam & Co.

(S) SK. Abdul Salam

Abdul Salam

17/2/16

Nimai Charan Singh
Stamp Vendor
G.R. Office, Cuttack

06 FEB 2016
Treasury Officer,
Cuttack

GOVT. OF ODISHA
INDIA

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FOR METRO GARDEN ESTATE PVT LTD

Managing Director

AGREEMENT FOR CONSTRUCTION OF INTEGRATED HOUSING COMPLEX
COMPREHENSIVE DEVELOPMENT OF BUILDINGS / LAYOUT PLANS FOR
RESIDENTIAL ACCOMMODATION ON THE LAND AS DELIMITED BY THE
SCHEDULE FORMING PART OF THE COMPLEX AND OTHER LAND

This Memorandum of Agreement entered into this 22nd day of July 2015
(Two thousand fifteen)

Between

On the one part, M/s. Metro Garden Estate Pvt. Ltd. a company incorporated under the Companies Act, 1956 and having its registered office at Metro Garden Estate, Cuttack, Odisha, India, represented by its Managing Director, Mr. Nimai Charan Singh, and on the other part, M/s. Abdul Salam & Co., a partnership firm, represented by its partner, Mr. SK. Abdul Salam, of Cuttack, Odisha, India.

And

METRO GARDEN ESTATE PVT. LTD., a private limited company incorporated under the Indian Companies Act, represented by its Managing Director, Sona Firdous, aged about 25 years, D/o Mohammad Moquim, resident At: Saidani Bagicha, P.O: Tulsipur, P.S.: Lalbag, Town / District: Cuttack having its registered office at - Metro River View Complex, Sunshine Field (East), Kathajodi Ring Road, P.S.: Purighat, Town / District : Cuttack hereinafter called the **BUILDER / DEVELOPER** which expression shall mean and include its directors, successor in interest and assigns of the party of the **SECOND PART**.

**WHEREAS**

The land in question is covered under Hal Khata No. 376, Hal plot no. 178, having an area of Ac 0.150 decimals corresponds to Sabik Plot No.423. The aforesaid land is classified as sarada unajalasechita-II situated in Mouza Kholadwara, under Jatani P.S., in the record of right prepared and published by the Settlement Authorities under the Odisha Survey and Settlement Act.

AND WHEREAS

The developer had conceptualized an integrated project by way of construction of independent buildings and plotted scheme. The said scheme is a comprehensive scheme to be executed over a large area with provision for common facilities etc. The land belonging to the present land owners form a part of the integrated housing scheme. It is also a fact that the land owners had been nourishing a desire to have a residential arcade over the land belonging to the land owner. The comprehensive scheme formulated by the developer, is in a fluid stage and it is not possible to state that any housing complex shall be constructed over the land belonging to the present land owners. However the developer has assured that they shall strive to ensure that built up area constructed within the independent housing project shall be allotted in favour of the land owners. It will be presumptuous and premature, at this stage to spell out the details of the built up space which shall be allotted and assigned in favour of the land owners.

AND WHEREAS

The developer / party of the second part has made a comprehensive planning, for construction of a large housing complex, over a compact land. In pursuit of such

For METRO GARDEN ESTATE PVT.LTD.

Sona Firdous

14/02/2016

objective, the developer has entered into negotiation / concluded contract with the owners of lands which are situated in close proximity and / or lands of the party of the first part. As a step in that direction, the developer has entered into negotiation with land owner / party of the first part. Such negotiation has crystallized into a concluded contract by offer made and acceptance thereof. The builder / developer has agreed to construct and develop the complex entirely at its own cost and finance. Several terms and conditions have been mutually agreed upon by and between the parties and to avoid any future compliance, the terms so agreed upon are reduced to writing and culled below.

AND WHEREAS

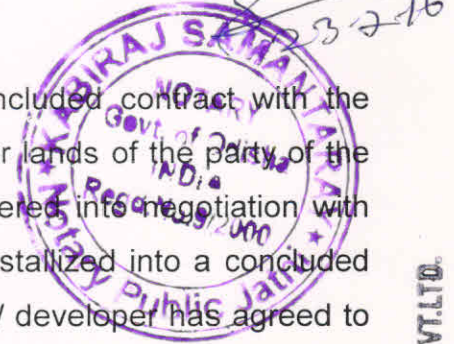
It is unequivocally declared that the party of the second part is the exclusive developer, for construction of the proposed satellite township over the land belonging to the present land owner and other adjacent land. The spirit of the present agreement between the land owner and the developer establish that the land owners have conferred and vested absolute right on the developer for causing development of the land by construction of housing complex as conceptualized by investment of necessary finance, approval of the building plans, layout plans successful construction and execution of the proposed integrated housing arcade comprising of independent buildings, lay out plots, delivery of possession of the built up area and marketability of the built up area and delivery of possession of built up area in favour of the land owner in terms of the present agreement.

Now this agreement witnesseth and it is agreed to by and between the parties, as follows:-

COMMENCEMENT:- This agreement shall commence on and from the 23 day of July, 2016 (Two thousand sixteen).

1. Definitions:-

- (i) **Architect:** - shall mean qualified person eligible under the Architects Act, to be engaged by the party of the second part in its judgment for conception, designing, and supervising constructions of the proposed integrated housing arcade over the land who may take structural designs from a structural engineer.

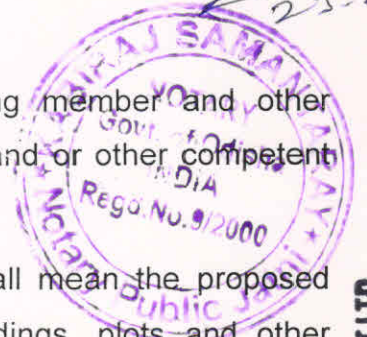


For METRO GARDEN ESTATE PVT.LTD.
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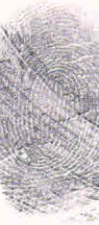
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- (ii) **Planning Authority:** - shall mean the Planning member and other officials of Bhubaneswar Development Authority and or other competent authorities.
- (iii) **Proposed Integrated Satellite Township:** - shall mean the proposed housing arcade comprising of independent buildings, plots and other developments to be undertaken over the land in question and the adjacent lands belonging to the other land owners, which shall be an integrated satellite township.
- (iv) **Building plans:** - shall mean the plans, specifications, designs, prepared as per the provisions of Bhubaneswar Development Authority (Planning & Building Standards) Regulation and other law in force, to be sanctioned and approved by Bhubaneswar Development Authority including revised plans with such modifications and alterations which may be made thereto by the competent authority.
- (v) **Prospective purchasers:** - shall mean, purchasers of built up space / layout plots / comprised in the housing arcade to be undertaken and executed over the present land in question as well as the contiguous land belonging to the other land owners which shall be treated as one complex.
- (vi) **Common areas and facilities:** - shall mean and include facilities, amenities and conveniences provided in the complex for beneficial use and enjoyment of the built up space/ plots and/ or such area which may be required to be left vacant as may be directed by the development authority. The developer shall have the right to utilize the roads, passages, earmarked in the complex for effectually carrying out construction works of the present housing complex.
- (vii) **The allocation of the built up space:** The allocation of the built-up space / super built-up area out of the total constructed place in respect of the land owner / party of first part shall be 25% out of the total built up area comprised in the housing arcade constructed over the land belonging to the land owner party of the first part as delineated in the schedule. The saleable built up area / super built up area pertaining to the



For METRO GARDEN ESTATE PVT.LTD.

Boha Indray
Managing Director

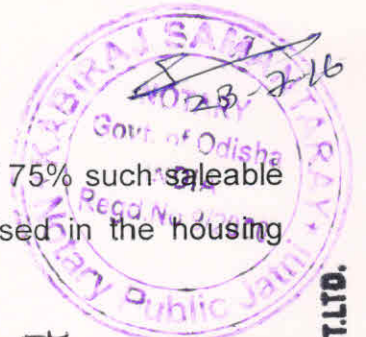


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developers allocation shall mean the balance area of 75% such saleable built up area, out of the total built up area comprised in the housing arcade.

- (viii) **The land owner:** Sri Babuli Jena Jena, aged about 57 years, son of Late Brahmachari Jena, resident of Kholadwara, PS- Jatani, Dist- Puri.
- (ix) **Builder / Developer:** shall mean M/s. **METRO GARDEN ESTATE PVT. LTD.**, a private limited company incorporated under the Indian Companies Act, represented by its Managing Director, Sofia Firdous, aged about 25 years, D/o. Mohammad Moquim, resident of At: Saidani Bagicha, P.O: Tulsipur, P.S.: Lalbag, Town / District: Cuttack, having its Registered Office at Metro Riverview Complex, Sun-shine field(East), Cuttack – 753002.

2. Since the proposed housing complex may be translated into reality after at least three years, the developer agrees to pay the following amount to the land owner in the manner setout below. The said amount paid shall be subsequently adjusted against the built up area to be allotted in favour of the land owner. It is explicitly made clear that the developer has already paid an amount of Rs.1,00,000/- on the date of execution of an agreement dated 23.07.2016. The developer also undertakes to pay an amount of Rs.50,000/- to the land owner within a period of four weeks. The amount thus paid is an earnest money / advance which is liable to be adjusted from out of the built up area to be allotted in favour of the land owner.
3. The land owners have delivered possession of the land with right to cause development, in favour of party of the second part, so as to enable the developer party in the second part to do the landscaping and other preliminary works and commence construction and execution of integrated housing arcade/ satellite township over a large tract of land in consonance with the building plans to be sanctioned and approved by the Bhubaneswar Development Authority.
4. It shall be the responsibility of the developer / party of the second part to prepare the building plans in consonance with the building norms and guidelines enjoined in the Bhubaneswar Development Authority, (Planning & Building Standards) Regulation, submit the same before the Bhubaneswar Development



For METRO GARDEN ESTATE PVT.LTD.

Sofia Firdous

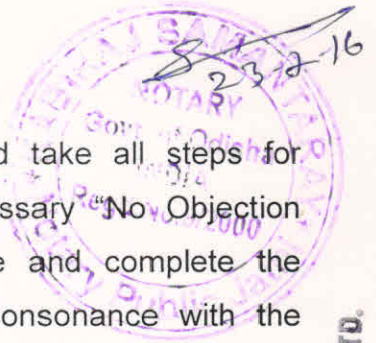


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Authority, deposit the necessary fees and charges and take all steps for expediting sanction of such building plans, obtain necessary "No Objection Certificates" from the concerned authorities, commence and complete the construction of the housing arcade over the land in consonance with the permission / sanction to be accorded, within the time schedule as specified in this agreement.

5. **CONSTRUCTION:-**

- (a) It shall be the obligation of the Builder / Developer to submit, pursue and follow up the building plans/ layout plans for obtaining necessary permission / sanction from the Bhubaneswar Development Authority.
 - (b) All expenses / charges to be incurred for preparation of the building plans/ layout plots and other designs by the designated architect and the structural engineer and other expenses which may be incurred for obtaining approval / sanction of the building plan/ layout plan and / or any revised plan shall be borne by the Builder / Developer.
 - (c) The requisite scrutiny fees for sanction of the plan(s), in respect of the housing arcade shall be borne by the Builder / Developer.
 - (d) It shall be the responsibility of the Builder / Developer to expedite the process of sanction / approval of such building plan / layout plan, and if necessary, to serve statutory notice as enjoined in the Act and Regulation for obtaining "deemed approval".
6. The Builder / Developer shall commence construction of the integrated housing arcade/ satellite township over the project land in question to be used as a residential arcade in a substantial and workman like manner in accordance with the plans, specifications and elevations sanctioned by the Bhubaneswar Development Authority subject to any, modification or variation to the said Plans(s) and specifications, which may be effected or as the Builder / Developer may consider just expedient and proper under technical advice.
7. The proposed integrated housing arcade for residential accommodation over the land shall be constructed under the direct control, supervision and guidance of the Builder / Developer and / or their agents.



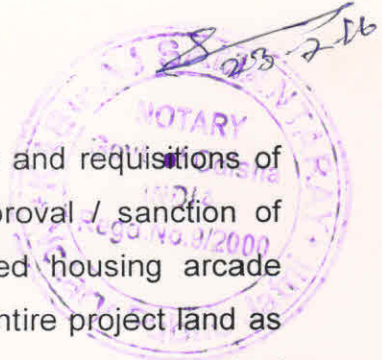
For METRO GARDEN ESTATE PVT.LTD.

Sd/-
Manoj Kumar



23/2/16

8. The Builder / Developer shall comply with the requirements and requisitions of the Bhubaneswar Development Authority for securing approval / sanction of building plans and the construction of the said integrated housing arcade comprising of independent buildings/ layout plots over the entire project land as set out in the schedule given below and shall obtain necessary approvals / sanctions / no objection certificates from the authorities concerned. It shall be the obligation of the land owner, to comply with all the requirements which may be necessary including obtaining "clearance / no objection certificates" from the concerned authorities.
9. The Builder / Developer shall make their best endeavors to complete / finish the said housing project in all respects so as to be fit for occupation and functional within 36 months from the date of approval of the plan by the Bhubaneswar Development Authority, unless prevented by reasons beyond the control of the Builder / Developer namely non-availability of building materials and labour force any order of injunction / restraint passed by any court or authority, or any other genuine unforeseen circumstances which cannot be contemplated or specified with exactitude.
10. The proposed independent building and / or the units shall be up first class construction based on specification confirming to I.S.I. code of Civil Engineering Practice and other specifications / designs on advice of the technical experts / architect.
11. **DUTY AND OBLIGATION OF LAND OWNER / PARTY OF THE FIRST PART:**
 - The land owner / Party of the First Part hereby agrees and covenants with the Builder / Developer as follows :-
- (a) The land owner shall take appropriate and effectual steps by filing application before the concerned Revenue officer / Tahasildar in terms of section 8-A of the Odisha Land Reforms Act for conversion of the classification of the land from agriculture to homestead. Such application shall be filed immediately after execution of the agreement. The land owners undertakes to produce such document evidencing conversion of land to homestead before receipt of the specified amount in the second phase namely before approval of the building plans / layout plans by Bhubaneswar Development Authority. Under the law no residential use will be permitted unless the land is converted to homestead.



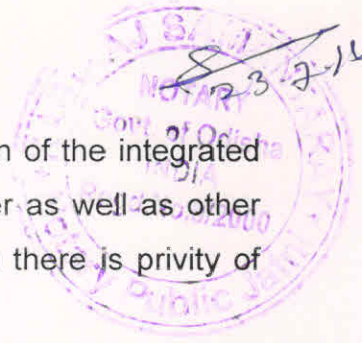
For METRO GARDEN ESTATE PVT.LTD,

Shri Indira



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- (b) Not to cause any interference or hindrance in the construction of the integrated housing arcade over the said land by the Builder / Developer as well as other adjoining land belonging to different land owners with whom there is privity of contract between the developer and such land owners.
- (c) Not to prevent the Builder / Developer from making negotiation for their share of built up space with intending purchasers for assigning disposing or transferring built up space comprised in the complex, specified as the entitlement of the Builder / Developer.
- (d) To grant permission to the developer for entering into any agreement for sale, transfer, convey or assign or encumber or deal with said built up space / units of the complex, allotted and specified as the entitlement of the Builder / Developer or any portion thereof in favour of any intending purchaser and shall duly convey and transfer the said built up area comprised in the proposed building together with land or proportionate impartible undivided interest in the land in favour of any intending prospective purchaser of such built up area on such terms and conditions, as the Builder / Developer may consider just and proper.
- (e) The land owners / party of the first part doth hereby grant permission to the Builder / Developer to enter upon the said land with have absolute right and authority to commence, carry on and complete the construction of the proposed integrated housing arcade in consonance with building plans to be approved and the permission to be granted. Such right conferred is personal and not assignable.
- (f) The land owners / party of the first part shall sign and execute necessary papers / documents, applications as may be required for the purpose of obtaining approval of the building plans and "no objection certificates" from the concerned statutory authorities.
- (g) The land owners / party of the first part, jointly with the developer / party of the second part shall execute and register sale deeds, in favour of the intending purchasers, selected by the Builder / Developer transferring such built up space / units together with proportionate impartible undivided interest in the land as delineated as schedule set out below, at the cost and expense of the intending prospective purchasers to be selected and decided by the Builder / Developer.



FOR METRO GARDEN ESTATE PVT.LTD.

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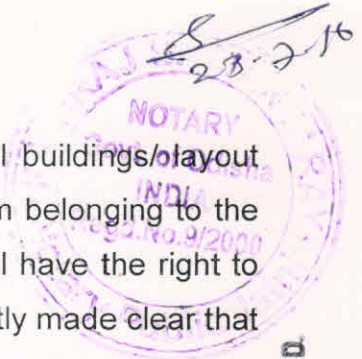


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- (h) Since, an integrated satellite township comprising of several buildings/layout plots to be constructed over the land or carved out there from belonging to the land owner and the other adjoining lands, the developer shall have the right to use the roads / passages / pavements, earmarked. It is explicitly made clear that the developer shall have absolute right to use such roads, passages, pavements, for effectively carrying out construction works over adjoining land. The land owners and persons claiming any interest under them can not raise any objection of any nature for use and enjoyment of the land belonging to the party of the first part by the developers and or purchasers of units in the housing complex to be constructed over the adjoining land. No party shall have the right to make any construction over the area ear marked as internal road and passage. Expansion of the project which form a part of the integrated planning over adjacent lands and constructing further integrated housing arcades / houses over the land to be arranged in future will be treated as "one integrated complex". All the purchasers over the present integrated housing arcade or the buildings to be constructed over adjacent land by way of expansion shall be entitled to enjoy the common roads, passages, common facilities and other infrastructural developments. Such right of passage is in the nature of an easement and the land owner and / or any other person claiming any interest under them, at any point of time shall have no right to obstruct such passage and commit any act by which the purchasers over the buildings to be constructed on the adjoining lands may be subjected to any inconvenience or difficulty. Such right of passage is an easement of necessity and is irrevocable.

12. RIGHTS, DUTY AND OBLIGATION OF THE BUILDER / DEVELOPER:-

- (a) The construction and implementation of the integrated housing arcade shall commence after obtaining due approval / sanction of the building plan/ layout plans by the Bhubaneswar Development Authority as well as necessary permission / sanction under Orissa Development Authorities Act, 1982 and the provisions of the Bhubaneswar Development Authority (Planning & Building Standards) Regulation.
- (b) To complete / finish the construction of the said integrated housing arcade within stipulated time i.e. 36 months from the date of sanction of the building plans by Bhubaneswar Development Authority.



For METRO GARDEN ESTATE PVT.LTD.

Sole Author
Managing Director

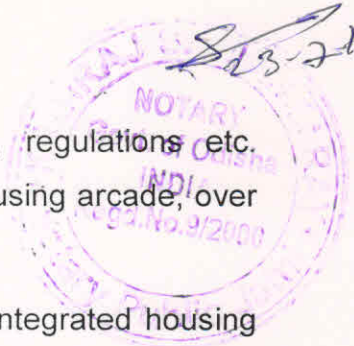


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- (c) Not to violate or contravene any legal provisions, rules, regulations etc. applicable for construction of the said proposed integrated housing arcade, over the land in question.
- (d) Any labour or workman engaged for the construction of the integrated housing arcade by the Builder / Developer shall be employee of the Builder / Developer party of the second part. The land owner / party of the first part shall have no relationship of employer and employees, with such workman or labour force which may be engaged for construction of the integrated housing arcade. As a corollary, any amount that may be payable under any award under Workmen's compensation Act or any other statute inclusive of damages shall be the sole responsibility of the Builder / Developer and the land owner / party of the first part shall not be saddled with such liability under any circumstances whatsoever. If there is any injury to any labourer or workman, or such workman becomes partially or permanently disabled or dies, in an accident arising in the process of construction of the building, it shall be sole responsibility of the Builder / Developer for payment of the amount as may be decided by the authority. It is reiterated that the land owner / party of the first part will not be responsible, to discharge any liability on this score.

13. It is further agreed to by and between the parties as follows:

- (i) The property including the land over which construction of the integrated housing arcade shall be undertaken belonging to the land owner, may be mortgaged in favour of any financial institution for availing finance by way of bridge loan, with the express knowledge and consent of the land owner / party of the first part and they shall sign the relevant documents for creating equitable mortgage or any other form of mortgage in respect of the land together with the construction made thereon or any portion thereof, depending upon satisfactory progress of construction. The grant of permission by the land owner to the developer to offer the property as collateral security for availing any finance is implicit.
- (ii) The Builder / Developer will build the proposed integrated housing arcade at their own cost and necessary finance may be availed by the Developer from any financial institution / banks.



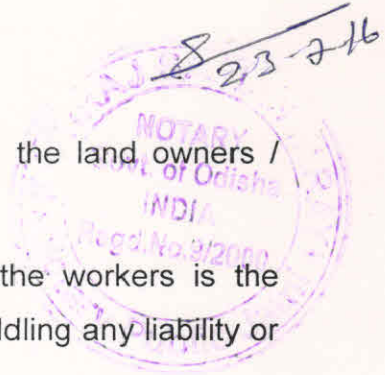
For METRO GARDEN ESTATE PVT.LTD.

V. S. Reddy



18/09/2013

- (iii) Proportionate parking space may also be allotted to the land owners / party of the first part.
- (vii) Any damage or claim in case of injury to any of the workers is the absolute liability of the Builder / Developer without saddling any liability or responsibility on the land owner.
- (viii) The builders shall construct the integrated housing arcade in consonance with the ISI standard specifications of civil construction and shall be held responsible for any damage caused due to faulty workmanship and use of substandard materials.
- (ix) The Builder / Developer undertake to complete the said integrated housing arcade within 36 months from the date of sanction and approval of building plan, but subject to "force majeure" conditions and situations. .
- 14.** The Builder / Developer shall have the right to enter into agreement with prospective purchasers to sell, transfer, charge assign and let out the constructed built up area inclusive of land or undivided interest in the land. The land owners shall not raise any objection to such transfer, assignment. The land owners shall join as confirming party to the transaction, upon receipt of necessary intimation from the Builder / Developer.
- 15.** The land owners / party of the first part hereby agree to execute necessary sale deeds / deeds of conveyance, transfer deed jointly with the developer, in favour of the intending purchasers as per the advice of the Builder / Developer as herein before mentioned, transferring the built up space/ layout plots together with land and/ or proportionate impartible undivided interest in the land, inclusive of the right of use and enjoyment of common areas, facilities amenities and conveniences provided in the complex, which is in the nature of "easement". However all costs, duties, charges and expenses in respect thereof shall be paid and discharged by the Builder / Developer or the intending purchasers as the case may be. Under the sale deeds, the land owner shall only transfer the land and/ or proportionate impartible undivided interest in the land and the developer shall transfer and convey the built up area comprised in the independent buildings / multi storied buildings.



FOR METRO GARDEN ESTATE PVT.LTD.

Signature

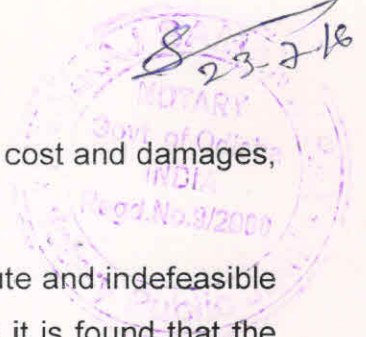


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16. The Builder / Developer shall be at liberty to appoint their contractors, supervisors, managers, architects, engineers other field and office staffs to carry out the construction works and the land owner will have no objection to such engagement of technical and other staffs by the Builder / Developer.
17. The Builder / Developer will be allowed to construct Pump Rooms, overhead water tanks and to fix cable. T.V. Antenna or install and provide any other system or facilities / amenities in the said building.
18. The Builder / Developer shall have the right to receive from the intending purchasers, earnest money, and / or take advance, consideration amount in whole or in part, besides other dues, levies and charges as the case may be, for transferring of built up space / lay out plots inclusive of proportionate impartible undivided interest in the land and to grant receipt(s) and execute such document(s) may be deemed necessary and to present the same for registration before the competent authority / authorities. The land owner hereby agrees to ratify all acts / deeds / things which the Builder/ Developer shall lawfully do within the scope of the powers conferred upon the developer / party of the second part under the terms of this agreement.
19. The land owner hereby agrees to execute and sign necessary applications documents, letters, power of attorney which may be required for carrying out the smooth construction of the proposed multistoried / high rise buildings complex and to render help and assistance to the Builder / Developer to facilitate the construction of the proposed independent housing arcade on the said piece and parcel of land and the transfer of the built up area.
20. The land owner shall remain liable for any encumbrance, in respect of the said land as described identified and delineated in schedule set out below upto the date of this agreement and the Builder / Developer shall remain liable for all encumbrances / liabilities created after this date in relation to the land or proposed constructions.
21. Both the parties shall have the right to sue for specific performance of this contract / agreement or any other supplementary contract which may be executed for non-compliance of the terms and conditions spelt out in the
- FOR METRO GARDEN ESTATE PVT.LTD.
Vijay Kumar
- 9/15/2016

contract and the suing party shall also have a right to recover cost and damages, if any.

22. That the land owners state and declare that they have absolute and indefeasible right title and interest over the land in question. In the event it is found that the land owner does not possess a good title or that they have a defective title in respect of the land in question, the Builder / Developer will be at liberty to rescind this agreement and shall be entitled to get the amount invested up to such date from the land owners / party of the first part integrated housing arcade.
23. The name of the proposed multi storied housing arcade shall be decided by the Builder / Developer.
24. In case of any dispute and differences between the parties regarding interpretation of any of the terms and conditions, covenants, stipulated in this agreement, purport and implication of any of the covenants hereunder contained, the rights, powers, privileges and entitlements of the parties or any other incidental or ancillary disputes emanating from this agreement, the same shall be mutually resolved between the parties. If the parties fail to amicably resolve the differences, the dispute may be referred to an arbitrator to be appointed by mutual consent. In the event, the parties fail to arrive at such mutual consensus, the parties shall have the right to make necessary application under the Arbitration and conciliation Act, 1996 before the Hon'ble Chief Justice of Orissa and the decision of the arbitrator shall be final and binding. The parties however cannot make any prayer for interim relief as enjoined under section 9 of the said Act so as to affect progress of construction or completion of the multi-storied arcade and the jurisdiction of the Civil Court, is completely ousted to entertain and try any suit, action or proceeding arising out of any dispute by and between the parties flowing from this agreement.
25. The exact identity and specification of the built up area of the land owner and developer in the multi storied buildings shall be decided by mutual consent and the possession of the land owner's allocation of the built up area / super built up area shall be delivered by the party of the second part to the land owner in fulfillment of the conditions stipulated in the agreement as expeditiously as possible.



For METRO GARDEN ESTATE PVT.LTD.

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13/5/2018

26. All stamp duty, registration charges in respect of the sale deeds to be executed in favour of the intending purchasers of built up area payment of statutory levies, shall be borne and paid by the intending purchasers of the buildings/ layout plots. It is agreed upon by and between the parties that all fees, expenses incurred for obtaining statutory permission, clearance, no objection certificates, approval of the building plan, fees payable to the designated architect, structural engineer, advocate shall be borne by the developer party of the second part, in respect of buildings to be constructed over the land in question and other adjacent land.
27. The party of the second part on completion of the integrated housing arcade shall make application in the prescribed form and manner as provided in the Bhubaneswar Development Authority (Planning and Building standards) Regulation, regarding obtaining "completion certificate and occupancy certificates" from Bhubaneswar Development Authority and or any other appropriate authority / authorities with regard to the completion of the complex and the right of use and enjoyment of the flats / units by the purchasers and all other certificates which may be required to be obtained from different other authorities / agencies.
28. The party of the second part doth hereby undertake covenant and state that it shall not contravene the provisions of any Statute, Rules, Regulation in force which is applicable in the matter of construction of the proposed integrated housing arcade over the land in question.
29. The party of the second part shall be construed as employer of any labour force or workman, engaged for construction of the integrated housing arcades and any amount, compensation which may be payable to any workman and or any third party under any judgment or award or otherwise shall be the exclusive liability and responsibility of the party of the second part and the party of the first part shall not be fastened with such liability.
30. The status of the party of the second part shall be that of a developer / executant with exclusive and unfettered right to construct the integrated housing arcade over the land, to be exclusively utilized as a residential cum arcade, arranging necessary finance for execution of the work, commence and complete the said integrated housing arcades and successful marketability of the buildings / lay out

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 NOTARY
 PVT. LTD.

FOR METRO GARDEN ESTATE PVT.LTD.

Signature



21/07/2018

plots. All acts, deeds, things lawfully done by the party of the second part in terms of this agreement are binding upon the party of the first part.

31. The Builder / Developer, during the construction period, may obtain a three phase electric connection from CESU or the concerned distribution agency. Upon completion of construction of the complex, the party of the second part, shall submit necessary application as well as required amount as per the demands made, for installation of transformer, external electrification and ensuring electric connection from such transformer to the integrated housing arcade. The developer and the land owner, shall proportionately bear the expenses to be incurred, for internal electrification, in respect of the built up area / super built up area pertaining to their respective allocation as fixed and settled.
32. The Builder / Developer hereby covenant and declares that it shall take effectual and appropriate steps for completion of construction of the integrated housing arcade over the land in question, within the stipulated period and / or such extended period as may be allowed by the land owner and make the integrated housing arcade functional in all respects as well as delivery of possession of the built up area earmarked as the allocation of the land owner.
33. All accounts between the parties hereto shall be settled at the office of the land owner and / or any other place, as may be mutually agreed upon.

IN WITNESS WHEREOF the parties have hereunto have set and subscribed their respective hands and seal on the date, month and year first above written.

Witnesses

1. *Zamantha & Nya*
 At - Bulqun
 Pe - Badatun
 Dt - Uru
2. *Epebanethu*
 s/o Anata sony
 At - Khaladwan
 Pe - Badatun
 Jatni

Handwritten signature

Signature of the Party
of the first part.

For METRO GARDEN ESTATE PVT.LTD.

Handwritten signature
Managing Director

Signature of the Party
of the second part.



SCHEDULE OF LAND

Dist.- Khordha, DSRO: Jatani, P.S. Jatani, Mouza : Kholadwara, The land in question is covered under Hal Khata No. 376, Hal plot no. 178, having an area of Ac 0.150 decimals corresponds to Sabik Plot No.423. The aforesaid land is classified as sarada unajalasechita-II situated in Mouza Kholadwara, under Jatani P.S. Bounded by North: Plot No.1421 & 1422, South: Plot No.179, East: Plot No.177, West: Plot No.135.

Certified that the executants are my clients and this agreement has been drafted by me as per the instructions expressed by the parties, who have been read over and explained the content, effect and implication of the various terms conditions and covenants spelt out in this document and the executants having clearly understood the same have executed this document in my presence.

For METRO GARDEN ESTATE PVT.LTD.
Vishu Mishra

Prasanna Mishra
ADVOCATE


ଦାକ୍ତରୀ ମୂଲ୍ୟ ୧୧





Both listed parties are appeared before me and sign in my presence

23-7-16
Kabiraj Samantray
NOTARY PUBLIC
GOVT. OF ODISHA
INDIA




ELECTION COMMISSION OF INDIA
 ଭାରତୀୟ ନିର୍ବାଚନ କମିଶନ
 MDT1327915

IDENTITY CARD
ପରିଚୟ ପତ୍ର

Elector's Name : Babuli Jena
 ଭୋଟରଙ୍କ ନାମ : ବାବୁଲି ଜେନା
 Father's Name : Brahmachari Jena
 ପିତାଙ୍କ ନାମ : ବ୍ରହ୍ମଚାରି ଜେନା
 Sex / ଲିଙ୍ଗ : Male / ପୁରୁଷ
 Age as on 01/01/2002 : 40
 ୦୧.୦୧.୨୦୦୨ରେ ବୟସ : ୪୦


MDT1327915

Address :


Village/Ward : Belapada
 G.P/Town : Padanpur
 P.S : Jatni
 District : Khurda
 ଠିକଣା :
 ଗ୍ରାମ/ଓର୍ଡ : ବେଲପଡା
 ଗ୍ରାମ/ସବୁର : ପଦନପୁର
 ଥାନା : ଜଟଣା
 ଜିଲ୍ଲା : ଖୋର୍ଦ୍ଧା

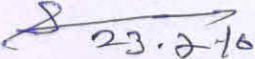
This card can be used as an Identity card Under different Government Programmes
 ଏହି ପରିଚୟ ପତ୍ର ବିଭିନ୍ନ ସରକାରୀ ଯୋଜନାରେ
 ଏହିପରି ପତ୍ର ରୂପେ ବ୍ୟବହାର କରାଯାଇପାରିବ ।

Khurda
 ଖୋର୍ଦ୍ଧା
 25/03/2002
 ୨୫/୦୩/୨୦୦୨


 Facsimile Signature of
 Electoral Registration Officer
 For Jatni AC
 ଜଟଣା
 ବିଧାନସଭା ନିର୍ବାଚନ ମଞ୍ଚଳୀର
 ନିର୍ବାଚନ ରେଜିଷ୍ଟ୍ରାରର ଅଧିକାରୀଙ୍କ ଦସ୍ତଖତ

ବାବୁଲି ଜେନା

photocopy



 23.2.16
Kabiraj Samantray
NOTARY PUBLIC
GOVT. OF ODISHA
INDIA



ELECTION COMMISSION OF INDIA

ଭାରତୀୟ ନିର୍ବାଚନ କମିଶନ

OR/09/051/132696

IDENTITY CARD

ପରିଚୟ ପତ୍ର



Elector's Name : Brahmachari Jena

ଭୋଟରଙ୍କ ନାମ : ବ୍ରହ୍ମଚାରୀ ଜେନା

Father's Name : Gopal Jena

ପିତାଙ୍କ ନାମ : ଗୋପାଳ ଜେନା

Sex / ଲିଙ୍ଗ : Male / ପୁରୁଷ

Age as on 01/01/2002 : 76

୦୧.୦୧.୨୦୦୨ରେ ବୟସ : ୭୬



Address :

OR/09/051/132696

Village/Ward : Belapada

G.P/Town : Padanpur

P.S. : Jatni

District : Khurda

ଠିକଣା :

ଗ୍ରାମ/ଓର୍ଡ : ବେଲପଡା

ଗ୍ରାମ/ସହର : ପଦନପୁର

ଥାନା : ଜଟଣୀ

ଜିଲ୍ଲା : ଖୋର୍ଦ୍ଧା

This card can be used as an Identity card Under different Government Programmes.

ଏହି ପରିଚୟ ପତ୍ର ବିଭିନ୍ନ ସରକାରୀ ଯୋଜନାରେ

ପରିଚୟ ପତ୍ର ରୂପେ ବ୍ୟବହାର କରାଯାଇପାରିବ ।

Khurda

ଖୋର୍ଦ୍ଧା

25/03/2002

୨୫/୦୩/୨୦୦୨

Facsimile Signature of

Electoral Registration Officer

For Jatni AC

ଜଟଣୀ

ବିଧାନସଭା ନିର୍ବାଚନ ମଣ୍ଡଳୀର

ନିର୍ବାଚନ ରେଜିଷ୍ଟ୍ରାରଣ ଅଫିସରଙ୍କ ଦସ୍ତଖତ