

PROFORMA - J

Quarterly Progress Report for the quarter: JAN- 2024 to MAR- 2024

1. Name of the Builder/Promoter: M/s. **Metro Garden Estate Pvt. Ltd.**
2. Project Name: **Metro Uday**
3. Project Type (Residential/Commercial/Mixed/Plotted Scheme): **Mixed**
4. Building Type (Simplex/Duplex/S+3/S+4/S+5)etc: **S+4**
5. Status of Bookings:

Units	No. to be developed	Booked till previous quarter	Booked during the quarter
Residential	12	09	0
Commercial	N.A.	N.A.	N.A.
Plots	N.A.	N.A.	N.A.

6. Status of facilities:

Sl. No	Description of facilities	Being provided (Yes/No)	Present status
1	Community hall	Yes	80% completed
2	Lift	Yes	85% completed
3	STP	Yes	90% completed
4	Transformer	Yes	90% completed
5	Interior road	Yes	75% completed
6	Connected road	Yes	100% completed
7	Installation of DG set	Yes	not installed
8	Fire fighting equipment	Yes	100%completed
9	Drinking water supply	Yes	90% completed
10	Fire safety certificate	Yes	WORK IN PROGRESS

(Add more rows, if required)

7. Financial Status:

Sl.	Description	Up-to end of previous quarter	During this quarter	Total
1	Funds collected from Allottees.	4,34,12,829	31,42,957	4,65,55,786
2	Funds deposited in the Project account.	3,01,78,967	24,10,069	3,25,89,036
3	Funds withdrawal from project account*	3,01,78,000	24,11,000	3,25,89,000
4	Funds invested in the project	5,80,38,793	52,84,476	6,33,23,269

8. Agreement for Sale & Sale Deed:

Sl. No	Description	Up-to previous quarter	During this quarter	Remarks
1	No. of Agreement for Sale executed**	04	0	TOTAL- 4
2	No. of Sale Deed executed	Nil	Nil	Nil

8(A). Agreement for Sale through Agents (Details thereof):

Sl. No.	Name of the Agent	Registration No.	No. of Units Booked	Commission paid
1	-	-	-	-

9. Documents & Certificates to be attached

Sl. No	Description	Certificate obtained (Yes/No)	Copy submitted to Authority (Yes/no)
1	Completion certificate	Received	
2	NOC from CGWA	Received	No
3	Fire Safety certificate	Applied	Yes
4	(i) Occupancy certificate	No	No
	(ii) If not obtained, proof of applying for the certificate to be submitted		No

10. Formation of Association of allottees: No

(If Yes submit authenticated documents

If 'No' submit present status) - (If Yes submit authenticated documents If 'No' submit present status) - As the Odisha Apartment (Ownership & Management) Rules have been recently notified, therefore in progress

11. Registration of Association of allottees: No

(If Yes' submit authenticated documents.

If 'No' submit present status) - (If Yes submit authenticated documents If 'No' submit present status) - As the Odisha Apartment (Ownership & Management) Rules have been recently notified, therefore in progress.

12. Execution of Conveyance Deed of common areas in favour of Association of allottees: No

CITY TRADE ARCADE PVT. LTD.

 DIRECTOR

(Signature of the Promoter)

Date: 13-04-2024

- * Attach copies of certificate submitted to the bank along with acknowledgement from Bank / in token of receipt. Also attach authenticated bank statement for the quarter. Also attach authenticated bank statement for the quarter.
- ** Submit a copy of agreement to sale for offline registered projects/upload in web portal along with QPR for online registered projects

AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) executed on this day of, 2022

By and Between

M/s Metro Garden Estate Pvt. Ltd. (CIN no. **U01403OR2015PTC018825**), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Metro River View Complex, Sunshine Field (East), Kathajodi Ring Road, P.S.: Purighat, Town/District: Cuttack (PAN-**AAJCM6709L**), represented by its authorized signatory **Mr. S K Abdul Sulaman** aged about **27 Years S/o Mr. Abdul Masjeed** (Aadhar No. 9299 2322 7590)(Phone no. - 9078089830), authorized vide authorization letter dated and board resolution dated, hereinafter referred to as the **“PROMOTER”**(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

....., by caste: _____, by profession: resident at:
....., Odisha Ph: hereinafter called the
“Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors – in- interest and permitted assignees).

The Promoter and Allottee(s) shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- A. The Promoter is the absolute and lawful power of attorney of (1) **Khata No. 509, Plot No. 418/3579**, admeasuring **Ac.0.037 dec.**, corresponding to new Khata No. 573/485 **Khata No. 1141, Plot No. 417**, admeasuring area **Ac.0.007 dec.**, **Plot No.416/3581** admeasuring area **Ac. 0.006 dec.**, **Plot No. 416/3583**, admeasuring area Ac.0.002 dec. and **Plot No. 416/3582**, admeasuring area Ac.0.003 dec. corresponding to new Khata No. 1203/518 (Total Area admeasuring to Ac.0.055 dec.) (2) Khata No. 401, Plot No. 418, admeasuring Ac 0.074 dec, Plot No. 418/3576, admeasuring Ac 0.036 dec. (Total Area admeasuring to Ac. 0.110 dec.) and owner of Khata No. 573/487, Plot No. 418/3578, admeasuring Ac 0.105 dec, Khata No.1203/523 Plot No. 416, admeasuring Ac 0.005 dec. (Total Area admeasuring to Ac. 0.110 dec.) Grand Total Area: Ac 0.275 dec situated at Mouza: Unit-13, Chandini Chowk, Kanika Square, Cuttack (“Said Land”). The Owner, (1) Mrs. Binita Pani & Others, (2) Mrs. Meena James. The Promoter have entered into power of attorney vide document No.391804236 dated 09-07-2018, Deed of Acknowledgement vide no. 10392107383 dated 08.12.2021 by Mr. Sujit Kumar Pani document No. 391804234 dated 09-07-2018 and registered sale deed No. 10392004006 dated 13-10-2020 at the office of the Sub-Registrar; Cuttack.
- B. The Said Land is earmarked for the purpose of development of 1(One) Block (B+4 Storey) residential Apartment project, comprising **09** units and the said project shall be known as ‘**Metro Uday** (the “**Project**”)
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The **Cuttack Development Authority** has granted the commencement certificate to develop the project vide approval bearing no. **BP/675/18 CDA**, dated **10-02-2020**
- E. The promoter has obtained the final layout plan approval for the project from **Cuttack Development Authority**. The promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Cuttack, Odisha on Dt. **04th May 2021** under Registration No. **RP/07/2021/00469**
- G. The Allottee (s) had applied for an apartment in the Project vide application no. Nil dated and has been allotted Apartment no..... having carpet area of**Square feet**, Type -.... **BHK** on**Floor** in the **Block NA** (“Building”) along with the covered parking no. 06 ad measuring **11.25** Sqmtr. in the stilt floor as permissible under the applicable law and or pro rata share in the common areas (“**Common areas**”) as defined under clause (n) of section 2 of the Act (hereinafter referred to as the “**Apartment**” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as **Schedule B**).
- H. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual; rights and obligations detailed herein;

ADDITIONAL DISCLOSURES:

I.1 DEFINITION:

- i. **Allottee:** As per Section 2(d) of The Real Estate (Regulation and Developments) Act 2016, in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include person to whom such plot, apartment or building, as the case may be, is given on rent;
- ii. **Promoter:** As per Section 2(zk) of The Real Estate (Regulation and Developments) Act 2016, person who constructs or causes to be constructed an independent building or a building consisting of apartments or converts an building or part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees.
- iii. **Authority:** shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- iv. **Approvals:** shall mean and include all licenses, permits, approvals, sanctions, consents obtained / to be obtained from or granted / to be granted by the competent Authorities in connection with the Project / Building / Unit and / or the development thereof
- v. **Carpet Area:** shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area.
- vi. **Total Consideration:** shall mean the amounts payable / agreed to be paid by the Allottee for purchase of Unit and will be the aggregate of the Consideration Value set out at Annexure 6 (Unit and Project Details), Reimbursements, the Maintenance Related Amounts and all Indirect Taxes thereto, as well as any changes in Consideration Value
- vii. **Direct Tax:** shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.
- viii. **Indirect Tax:** means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- ix. **FAR (Floor Area Ratio):** It means the Ratio between the area of a covered floor (built-up area) to the area of that plot on which the building stands.
- x. **CAM (Common Area Maintenance):** The contribution or Fee paid collectively by the owners of the individual units for the maintenance and upkeep of common area of the premises.
- xi. **CAM Commencement Date:** shall mean the day from which the Allottee will be required to pay CAM Charges (if applicable) as per CAM Commencement Date regardless of whether the Allottee takes possession of the Unit.
- xii. **FMC (Facility Management Company):** A registered service provider company who is responsible for periodical services and all maintain services of the building / apartment and all its equipments & apparatus units installed inside the apartment for common use along with common area maintenance.
- xiii. **TDR (Transferrable Development Right):** means making available certain amount of additional built up area in lieu of the area relinquished or surrendered by the owner of the land, so that he can

use extra built up area either himself or transfer it to another in need of the extra built up area for an agreed sum of money.

- xiv. **Cheque Bouncing Charges:** In the event of dis-honour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default. Further, the Promoter shall intimate the Allottee(s) of the dis-honour of the cheque and the Allottee(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the Dis-honour Charges of Rs. 1000/- (Rupees One Thousand only) (for each dis-honour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dis-honour of any payment cheque, the Promoter has no obligation to return the original dis-honoured cheque.
- xv. **Force Majeure:** shall mean any event or circumstance or a combination of events and circumstances set out hereunder or consequences thereof affect or prevent the party claiming to be affected by the Force Majeure event (the "Affected Party"), from performing its obligations in whole or in part under this Development Agreement and which event or circumstance (a) is beyond the reasonable control and not arising out of the fault of the affected party, (b) could not have prevented or reasonable overcome by such party with the exercise of reasonable skill and care in relation to the implementation of the project,(c) the affected party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care, (d) which do not result from the negligence of such party or the failure of such party to perform its obligations hereunder, (e) which are of an incapacitating nature and of a severe magnitude, (f) has a material adverse effect on the transaction as contemplated between the parties herein, and (g) which prevent, restrict or interfere with the performance of obligations by the affected party under the Agreement such events mean:
- a) Acts of God or natural disasters or events beyond the reasonable control of the affected party, which could not reasonably have been excepted to occur, including but not limited to storm, cyclone, typhoon, hurricane, tsunami, whirlwind, flood, landside, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the site and /or the implementation of the project, and also the operation and maintenance thereof.
 - b) An act of war (whether declared or undeclared), war like conditions, invasion, armed conflict or act of foreign enemy, in each case involving or directly affecting the site;
 - c) Blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or, military action or other civil commotion, act of terrorism or sabotage in each case within the site or near vicinity.
 - d) Nuclear blast/ explosion, radioactive or chemical contamination or ionizing radiation directly affecting the site and/or project/ project facilities, unless the source or Cause of the explosion, contamination, radiation or hazardous thing is brought to or near the site by the Developer or any sub- contractor of the developer or any of their respective employees, servants or agents.
 - e) Strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide, or political and affects the site.
 - f) Explosion (other than a nuclear explosion or an explosion resulting from an act of war) within the site or near vicinity.
 - g) Epidemic famine, Pandemic or other epidemic quarantine or plague, virus outbreak within the site or near vicinity.
 - h) Order of the Government of Odisha or India to Stop Construction work, curfew, lockdown issued by the government and related orders.
 - i) Destruction of infrastructure beyond the control of the affected party thereby, revocation of

applicable permits, no objections, consents, licenses, exemptions, etc. granted by Government Authority and/or statutory authority, change in law, action and/or order by Government authority and /or statutory authority, action or act of commission or omission by government Authority

j) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Developer for reasons other than failure of the developer or any person claiming through or under, it to comply with the applicable law, applicable permits etc. or on account of breaches thereof or of any contract or enforcement of this development Agreement or exercise of any of its rights under this Development Agreement.

k) Any event or circumstances of a nature analogous to any of the foregoing.

xvi. **Fitout Work:** Fitout is a term used to describe the process of making interior spaces suitable for occupation.

xvii. **Reimbursements:** shall include all expenses directly or indirectly incurred by the Promoter in providing or procuring services / facilities other than the Unit including but not limited to LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at Schedule D (Unit and Other Charges).

I.2 Though this agreement is a “concluded contract”, the payment of the consideration / cost of the apartment together with all applicable taxes, charges within the stipulated time is the essence of the contract. In that limited sense the obligation of the promoter is a quasi obligation which is dependent on payment of the total consideration timely, by the allottee. The fulfilment of such condition brings a transformation of the potentiality into actuality. Conversely the failure to fulfill the condition namely non-payment / default in the payment of the consideration as fixed and settled in accordance with the payment schedule does not crystallize the offer to a “concluded contract”. It is explicitly agreed to by and between the parties to the contract that they shall perform their reciprocal promises and obligations made by the parties to the contract namely the promoter and the allottee. The parties are bound by the essential terms and conditions enjoined in the agreement and there is a privity of contract. The Allottee(s) shall have to pay all legal/statutory expenses and handling charges to be incurred towards registration of Sale Agreement and Sale Deed of the Unit and other related charges as may be required towards the said unit.

I.3 RULES FOR INTERPRETATION

i. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:

a. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;

b. All statutory instruments or orders made pursuant to a statutory provision; and

c. Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

ii. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

iii. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.

iv. Any reference to the words “hereof,” “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.

v. Any reference to the masculine, the feminine and the neutral shall include each other.

- vi. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- vii. The Allottee confirms and warrants that the Liquidated Damages is a genuine / pre-estimate of the loss or damage that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Allottee. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Promoter, the ability or inability of the Promoter to resell the Unit, among others. The Allottee waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- viii. All amounts stated herein are exclusive of Taxes, including but not limited to GST, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Allottee separately, immediately upon the same being demanded by the Promoter as per Applicable Law.
- ix. The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

I.4 FINANCIAL OBLIGATIONS / LOANS AGAINST THE UNIT:

- i. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Allottee in connection with the payments to be made pursuant to this Agreement (Loan) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Promoter), the Allottee shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and / or any other the amounts payable hereunder.
- ii. The Allottee(s) agrees, in the event he/she avails a housing loan from any financial institution for payment towards cost of the booked unit, the loan amount if any, sanctioned in favour of the Allottee(s), shall be paid by the bank/financial institution directly to the promoter and the payment should be made by the bank or financial institution shall be treated to be loan amount availed by the Allottee(s). The Allottee(s) further agrees that, in the events he/she avails loan from the bank/financial institution for paying the cost of the unit with the proportionate common area and facilities, it shall be the sole responsibility and obligation of the Allottee(s) to make all the repayments and the promoter shall have no nexus or liability in connection with the loan transaction.
- iii. The Parties further agree that the Promoter shall not in any way be liable or responsible for the repayment of the Loan taken by the Allottee. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Promoter shall have a lien on the Unit to which the Allottee has no objection and hereby waives his right to raise any objection in that regard.
- iv. As a modality for obtaining finance, the Banks/Financial Institution may require the Promoter to give its no objection to enable a charge or mortgage of the said unit. The Promoter agrees that it shall give such no objection without prejudice to its rights and a confirmation being given by the Bank/Financial Institution that right of recovery of its dues is subservient to the Promoter's right for payment of consideration on sale of said Unit due from the Allottee(s) and that the Promoter shall be entitled to adopt all recourse available under this agreement and under law for recovery of the Promoter's dues. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee(s) shall not make such refusal / delay an excuse for non-payment of any Installments / dues to Promoter within stipulated time as per the payment plan. It is mutually agreed between the Promoter and the Allottee(s) that the Promoter shall not be liable for repayment of loan amount or any part thereof

availed by the Allottee(s). All such costs associated with procurement of loan amount shall be borne by the Allottee(s) alone.

- v. Notwithstanding any arrangement between the Allottee(s) and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, property taxes, GST, local-body tax, works contract tax etc., remains un-paid / outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said Unit and/or the Premises for the un-paid/outstanding amount including interest thereon.
- vi. The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect to the Unit. Further, the Allottee(s) is aware that the Allottee(s) has to deduct the applicable TDS at the time of making of actual payment to credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- vii. The Allottee(s) shall indemnify and keep indemnified the Promoter, about its successors and assignees, against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assignees may suffer or incurred by reason of any action that such Bank/Financial Institution may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach of contract by the Allottee(s) of the terms and conditions governing the said loan in respect of the said Unit.

I.5 CONSTRUCTION AND DEVELOPMENT

- i. The Promoter shall, subject to the terms hereof, construct the Building in accordance with the Approvals and or, plans and amendments thereto as approved by the relevant Authorities.
- ii. The Allottee is aware that while the Promoter has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Allottee has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.
- iii. The Allottee is aware and agrees that the Promoter shall allow various balcony / verandah / open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit Allottee(s) in the Building and such unit Allottee(s) shall have exclusive right to use the said areas as per the terms of the agreement between the Promoter and the said unit Allottee(s). The Allottee agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Promoter shall be at absolute liberty to allot / assign the said right to such person/s in the manner as the Promoter may deem fit and proper.

I.6 SHOW UNIT / SAMPLE UNIT/ MOCK UP UNIT:

- i. The Allottee(s) agrees and understand that all the materials and fittings which are exhibited in the Show unit / Sample unit / Mock-up unit / Visual Graphics in Brochure / Video presentation may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual Unit (the said Unit) agreed to be constructed.
- ii. The Allottee(s) agrees and understands that the actual dimensions, area, interiors, furniture, kitchenette and fixtures in the Show unit / Sample unit/ Mock up unit / Visual Graphics in Brochure / Video presentation are provided only to give a vision of a furnished unit as per the advice of the interior designer. The layout of the Show unit / Sample unit / Mock up/ Visual Graphics in Brochure / Video presentation may have been changed at some places as per the advice of the interior designer.

I.7 PROPERTY TAXES AND ‘LAND UNDER CONSTRUCTION REIMBURSEMENT’

CHARGES:

- i. Property Tax, as determined from time to time, shall be borne and paid by the Allottee(s) on and from the CAM Commencement Date, separately from any of other consideration / levy / charge / CAM Charges, etc. The said amount shall be paid by the Allottee(s) on or before 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year. The Allottee(s) undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.
- ii. In the event of a shortfall between the amount deposited with the Promoter by the Allottee(s) towards Property Tax and the demand raised by the authorities (Shortfall Amount), the Promoter shall inform the Allottee(s) of such shortfall and the Allottee(s) shall be liable to ensure that the same is paid to the Promoter within 15 (fifteen) days of receipt of intimation from the Promoter, failing which the Allottee(s) shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Promoter shall not be responsible for any penalty / delay / action on account of such Shortfall Amount and the same shall entirely be to the account of the Allottee(s).
- iii. If the Property Tax demand comes directly in the name of the Allottee(s), the amount paid by the Allottee(s) to the Promoter towards Property Tax shall be refunded to the Allottee(s) within 15 (fifteen) days of the Promoter being informed by the Allottee(s) that such demand has been raised.
- iv. The Allottee(s) agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment / by the concerned authorities due to non-payment by the Allottee(s) or any other unit holder or owner of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- v. Each Allottee(s) / owner shall strictly comply with the by-laws framed by the association/society and shall observe the covenants conditions and restrictions set forth in such bylaws and or any other declaration. The failure to comply with such provisions may be a ground for the association of the owners to initiate appropriate proceeding against the earring member.

I.8 INFRASTRUCTURE DEVELOPMENT CHARGES:

- i. The Allottee(s) hereby agrees to submit all necessary documents and it's related cost within 15 days of intimation by Promoter to get and obtain separate electric meter or electricity connection in or upon the said unit after the Conveyance deed is executed in his favour. Failing to provide necessary documents or cost within given time by Promoter, then the Allottee shall be liable to get and obtain separate electric meter or electricity connection in or upon the said unit at his own costs and responsibility.
- ii. The allot tee agrees to pay the Infrastructure Development charges. An advance of Rs 1,00,000/ (one lakh only) is included in the Total price of the apartment for the same. Infrastructure Development charges includes the below
 - a) Electricity deposits and proportionate charges for installation of sub-station and transformer, 11/33 KVA line to be drawn up to the complex, meters panel boards, cabling and wiring, cost of service connection and space allotted for installation of sub-station to be installed either by the Electricity Dept. or by the Promoter himself
 - b) Individual electricity connection/ meter charges, water / storm water connection charges, sewerage connection charges, charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, , increases in deposit of security amounts of water, electricity etc., any new infrastructure charges and increase thereof for bulk supply of electrical energy and all / any other
 - c) If the infrastructure development charges increases at the time of execution of the same, The

actual/ proportionate amount shall be additionally payable by the Allottee(s) on or before the offer of possession of the said Unit.

- iii. Also the Allottee(s) hereby agrees to pay the Promoter/Society, the monthly electricity rent against the bill raised by the Promoter/Society of the total building/units connected with a single S.T. power line from Electricity Dept./ Electricity Distribution Company. In the event of failure to pay the electricity rent by the Allottee(s), the Promoter/Society shall have power to disconnect the power supply to the said unit.
- iv. It is understood and agreed by the Allottee(s) that, any delay in obtaining electrical connection to the complex or to the common areas or to the common facilities, shall not be deemed to imply that handing over possession of the flat is delayed beyond the period agreed to by the promoter as it is beyond the scope of the promoter to compel the Electricity Dept./ Electricity Distribution Company to provide such connection, as this is beyond the control of the Promoter.

I.9 OBLIGATIONS OF ALLOTTEES:

- i. The Allottee(s) is aware that the Promoter may, either by itself and/or its nominees/associates/affiliates also retain some portion or units in the Phase(s) of Project, which may be subject to different terms of use, including as a guest house or an unit or corporate use, as may be under the applicable laws and the Allottee(s) gives his unequivocal consent for the aforesaid.
- ii. The Allottee(s) shall be entitled to enjoy the common areas and facilities and he/she shall in co-operation with the other Allottee(s) / tenants who shall take effectual steps for a healthy & safe society and good maintenance of the common areas and facilities viz. sewerage system, water supply, entrance/exit to the project, electrical transformer, common access, internal/external project roads, boundary wall, common passage, park and garden, open space, compound walls and outside walls, as well as the other common facilities/areas (as per applicability). It is expressly stated that the common areas includes any facilities that shall be used by the other Allottee(s)/occupants/ Lessors without any hindrance from the Allottee(s) and shall not be encroached/restricted upon such right of the other Allottee(s).
- iii. The Allottee(s) shall pay all charges and expenses with respect to formation and conveyance to the Organization/Society, registration of Sale deed of the common area in favour of Association of Allottees including, but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease, as the case may be, at any time on or before the execution and registration of the "Sale deed".
- iv. The amounts mentioned as Additional Outgoings as mentioned in Schedule D herein are provisional and based on estimates. If there are any additional charges and/ or increase in the existing charges due to actual cost incurred or demand by statutory authority and/ or otherwise, any shortfall shall be paid by the Allottee(s). The Allottee(s) shall separately pay the common area maintenance charges ("CAM Charges") as per the terms of this Agreement. The Allottee(s) shall be liable to pay IFMS along with the monthly expenses towards CAM charges in accordance with this Agreement, time being of the essence.
- v. At any time after allotment of the Unit, administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra] shall be payable in case such nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee(s) and the Allottee(s) shall be solely responsible at their cost, for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Allottee/s is mandatory, if any. The Allottee(s) shall not assign, transfer, lease, sell, alienate, gift or part with possession of the said Unit, without taking 'No Dues Certificate' from Promoter and/or the Maintenance Agency regarding the maintenance charges payable for the Services.

I.10 REFUND POLICY:

- i. The Allottee(s) further agrees that the Promoter shall refund the balance amounts either by way of (a) personal hand delivery of cheque(s) to the Allottee(s) or (b) courier of cheque(s) to the Allottee(s) at the aforementioned address mentioned in this Form or in the Agreement for Sale, or (c) through any other means as the Promoter may deem fit. The Promoter may at its discretion also make refund through RTGS to the Allottee(s) as per account details for refund as mentioned in the Application form or Agreement signed by the Allottee(s). In case of Allottee(s) who have availed home loan and mortgaged the said Unit to any Bank/ Financial Institution, such refund to Allottee(s) shall be processed post intimation to any Bank/ Financial Institution and release of amounts to such Bank/ Financial Institution as per agreements, documents, papers etc. signed between the Allottee(s) and such Bank/ Financial Institution and the Allottee(s). Such refund shall be in the name of the first applicant (as per the Application Form)/ lender (in case the Allottee(s) has procured a loan from a bank/ financial institution), as the case may be. This shall be full and final discharge of all obligations on the part of the Promoter or its employees and the Allottee(s) will not raise any objection or claim on the Promoter in this regard.

I.11 LIABILITY FOR HANDOVER

- i. In the event the Allottee(s) fails to take possession of the Unit within such dates as mentioned in the Offer of Possession letter, then the Unit shall lie at the risk and cost of the Allottee(s). The maintenance charges and the defect liability period shall commence from the CAM Commencement Date. In addition to payment of interest for delayed payments, the Allottee(s) shall be liable to pay Holding Charges at the rate of Rs 10 per sq. ft. per month to be calculated on carpet area from CAM Commencement Date till the Allottee(s) takes actual possession of the Unit. The Allottee(s) agrees and acknowledges that the Promoter's obligation of delivering possession of the Unit shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the said Unit. Under such circumstances it shall be deemed that the Allottee(s) has taken possession of the said Unit. During the period of the said delay by the Allottee(s), the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee(s) in relation to its deterioration in physical condition.
- ii. Additionally, the Promoter shall not be liable in case of the following:
 - a. Structural defects caused or attributable to the Allottee(s) by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;
 - b. Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.
 - c. Structural defects occurring in the Unit or unit that has undergone civil renovations, deviating from the original layout has been carried out by Allottee without any intimation and grant of permit by Promoter or Association of Allottee as applicable.
 - d. In the event of any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned hereinabove) after the CAM Commencement Date, the Promoter shall not be responsible for the cost of re- instating and/or repairing such damage caused by the Allottee(s) and the Allottee(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses.

Notwithstanding anything contained in the above clause the following exclusions are made: hereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturer's guarantees/warrantees to the allottee or

association of allottees as the case may be.

- e. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period.
- f. Fittings related to plumbing, sanitary, electrical, hardware, etc. damaged by Allottee.
- g. Allowable structural and other deformations including expansion quotient.
- h. The terms of work like painting etc. which are subject to wear and tear.

iii. The allottees shall maintain the apartments in good tenable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the allottees or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the developers shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the allottee or the association of the allottees as the case may be during the maintenance period.

I.12 ATTEMPT TO DEFAME: The Allottee(s) agrees not to do or omit to do or cause to be done by any party known to him by any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Promoter or its representatives. In the event the Allottee(s) does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law and also will have the option to terminate this Agreement by sending the Allottee a Notice of Termination.

I.13 FIT OUT WORK

- i. The Allottee(s) agrees and confirms that their right, title, interest in the said Unit shall be limited to and governed by what is specified in the Agreement and shall not extend to areas demarcated as common areas, said Building.
- ii. The Allottee(s) agrees and undertakes that on receipt of possession, if the Allottee(s) is desirous to carry out any interior fit-out work, they can strictly conduct the same in accordance, in observance of all the rules, regulations and bye-laws framed by the Promoter or Organization ("Fit-Out Manual") applicable for commencement of interior fit out work in the said Unit. The Allottee(s) further agrees that the same shall be used only as per the regulations and designs concerning to the said Building as approved by the said competent authorities, and without causing any disturbance, to the other allottee(s)/ owners of units in the said Building. The Allottee(s) shall be solely responsible to obtain any requisite permission, if any, from competent authorities for the interior work in the said Unit and the Promoter shall not be responsible for the same. The Allottee(s) shall keep the Promoter informed about the status of the requisite permissions.
- iii. The Allottee(s) shall execute such necessary documents and pay such security deposit as may be informed by the Promoter and/ or Organization, from time to time.
- iv. The Fit-Out Manual will be shared at the time of handing over possession of the Unit. Without prejudice to the aforesaid, if the Allottee(s) makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit and/or the Building, the Promoter shall be entitled to call upon the Allottee(s) to rectify the same and to restore the Unit and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee(s) does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification and restoration to the Unit or the Building (on behalf of the Allottee(s)) and all such costs and charges and expenses incurred by the Promoter shall be reimbursed by the Allottee(s). If the Allottee(s) fail(s) to reimburse to the Promoter any such costs and charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the Unit. The Allottee(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims,

demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit or the Building(s) and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs and charges and expenses incurred by it for rectification and restoration to the Unit, or the Building/s.

- v. After the possession, the Allottee(s) shall permit and shall be deemed to have granted a license to the Promoter and its surveyors and agents with or without workmen and others, including the Maintenance Agency at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Building. This shall be also for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Allottee(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Allottee(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee(s) authorize/s the Promoter and / or Maintenance Agency to break open the doors/windows of the said Unit and enter into the said Unit to prevent any further damage to the other flats. In such a case, the Promoter and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Unit as aforesaid.
- vi. The Allottee(s) undertakes that he will not alter / demolish/ destroy or cause to demolish/ destroy any structure of the said Unit or any addition(s) or alteration(s) of any nature in the same or in any part thereof. The Allottee(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Unit in any form. The Allottee(s) shall also not to change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/grills without the prior permission of the Promoter. The Allottee(s) shall not partly / fully remove any walls of the said Unit including load bearing walls/ structure of the same, which shall remain common between the Allottee(s) and the owners of adjacent premises

I.14 CONVEYANCE:

- i. It is clarified that the land in the Project (underlying the common area for the use of the owners, users, occupants etc. of the Property) and any other area allocated as “common area” in the Property, in the approved plans would be conveyed to the Association of Allottees/Competant Authority (as the case may be) as the Promoter may deem fit and proper. The Allottee(s) hereby agrees and confirms that until the conveyance of the said Land as aforesaid to the Association of Allottees/Competant Authority and common areas to Association of Allottees/Competant Authority (as the case may be), the Allottee(s) shall continue to pay all the CAM Charges and all outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.
- ii. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such conveyance deed/ deed of assignment/transfer of common area in favour of the association of the allottees shall be borne and paid by the Organisation and/ or all owners and allottees of units in the buildings on pro rata basis.
- iii. That Allottee(s) shall comply with all the legal requirements as required for the purchase of immovable property, viz the said Unit as and when applicable. The Allottee(s) has specifically agreed with the Promoter that the allotment of the said Unit shall be subject to strict compliance of code of conduct and rules that may be determined by the Promoter for occupation and use of the

said Unit and such other conditions as per the applicable laws and further the Allottee(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Agency as would be formed later on amongst all allottee(s). The Allottee(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable on the said Unit and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by the Allottee(s) alone.

- iv. The Allottee(s) declares and confirms that the monies paid/payable by the Allottee(s) under this Agreement towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002 and rules/directions/ orders enacted pursuant to the same, from time to time (collectively “Anti - Money Laundering Regulations”). The Allottee(s) authorizes the Promoter to give his/ their personal information to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided herein is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee(s) further un-equivocally agrees and confirms that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee(s) shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoter. In the event of such cancellation/termination, the monies paid by the Allottee(s) shall be refunded by the Promoter to the Allottee(s) subject to the forfeiture clause and in accordance with the terms of the Application Form and Agreement only after the Allottee(s) furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee(s).
- v. The Allottee(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Unit and agree/s that it will be used only as per the regulations and designs concerning to the said Building as approved by the said statutory authorities.
- vi. The Allottee(s) agrees and confirms that their right, title, interest in the said Unit shall be limited to and governed by what is specified by the Promoter.

I.15 ORGANISATION/ASSOCIATION OF ALLOTTEES

- i. The Allottee(s) along with other allottee(s) in the Project shall join to form and register an organisation or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said “Organisation”) to be known by such name as the Promoter may decide. For the said purpose, the Allottee(s) shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of such Organisation and for becoming a member, including the bye-laws of the proposed Organisation. The Allottee(s) shall duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to register the Organisation of allottee(s). No objection shall be taken by the Allottee(s) with respect to the same. Changes or modifications, if any, are to be made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be, or any other Competent Authority. The Promoter shall not be liable for any claims or penalties for delay in forming the Organisation, on account of any delay of the unit owners in complying with the above.
- ii. The Promoter may become a member of the Organisation to the extent of all unsold and/or un-allotted units, areas and spaces in the said Building and said Land.
- iii. The Promoter proposes to maintain the Amenities and upkeep the said Property, until the formation of the Organisation (as may be applicable), as per the terms of this Agreement. With this view in mind, the Promoter shall appoint a Maintenance Agency (without any reference to the Allottee(s)

and other owners, users, occupants etc. of the Property) for the maintenance and up-keep of the same. Even after formation of the Organisation such Maintenance Agency can continue to be appointed for maintenance and up-keep for a period of 5 years from the CAM Commencement Date on such terms and conditions as the Promoter may propose and the Allottee(s) hereby gives their unequivocal consent for the same. For this purpose, the Promoter shall provide suitable provisions in the documents and deeds executed for the purpose of formation of the Organisation. For the services rendered by such Maintenance Agency for the said Project, the Maintenance Agency shall charge 10% of the billed amounts to all residents of the said Project, which the Allottee(s) undertake/s to pay at all times.

- iv. The Promoter and/ or the Maintenance Agency shall make provisions for payment of CAM Charges as outgoings to the Organisation for the purposes of maintenance of the Building and Amenities of the Project.
- v. The Allottee(s) hereby agrees and confirms that from the CAM Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Building in which the said Unit is located (namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance) until the conveyance of the said Building to the Organisation. The Allottee(s) further agrees that till the Allottee's share is so determined, the Allottee(s) shall pay to the Promoter provisional monthly contribution of CAM Charges and lump sum CAM Deposit towards the outgoings as mentioned in Schedule D for such expenses. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until the handover of administration and accounts by the Promoter in favour of the Organisation (once formed). The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.
- vi. In case of failure of the Allottee(s) to pay the CAM Charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Promoter and/or Maintenance Agency to deny him the maintenance services, facilities, amenities etc. also authorizes the Promoter and/or Maintenance Agency to adjust in the first instance, the interest accrued on the deposit of maintenance charges against such defaults in the payments of CAM Charges and in case such accrued interest falls short of the amount of the default, the Allottee(s) further authorize/s the Promoter and/or Maintenance Agency to adjust the principal amount of the CAM Charges against such defaults. If due to such adjustments in the principal amount, the CAM Charges falls below a certain amount, as informed by the Promoter and/or Maintenance Agency, then the Allottee(s) hereby undertake/s to make good the resultant shortfall within fifteen (15) days of demand by the Promoter and/or Maintenance Agency. Further, the Promoter and/or Maintenance Agency reserves the right to increase CAM Charges and/or deposits pursuant to the same, from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Promoter and/or Maintenance Agency.
- vii. Upon the said Organisation being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, convents, stipulations and provisions of this Agreement.
- viii. It is in the interest of Allottee(s) to help the Maintenance Agency in effectively keeping the said Flat, and Project/Complex secured in all ways. Allottee(s) hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. The Allottee(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency as may be framed by the Maintenance Agency from time to time for the upkeep and maintenance of the Project and the Building.

- ix. An undertaking for taking steps for formation of Association of Apartment as per the provisions of Odisha Apartment Ownership (Amendment) Rules 2021 is attached herewith duly executed as “Schedule F”

I.16 RIGHT TO ACKNOWLEDGEMENT:

- i. The Allottee(s) agrees that the Apartment / Plot shall not be used for any purpose other than the specific purpose for which the same is required to be sold. It is further expressly agreed that under no circumstances the Allottee(s) shall utilize the Apartment / Plot for any other purpose otherwise for which it was sold.
- ii. The Promoter shall be entitled to enter in separate agreements with the owners, Allottee(s) of different units in the Building of the Project on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new Allottee(s) as member(s) of the Association(s). However, the Allottee(s) and/or Association shall not claim any reduction in the Sale Consideration and/or any damage on the ground of inconvenience and/or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay or contribute any amount on account of non-occupancy charges or for any other charges or fund provided under the bylaws, rules and regulations or resolutions of the Association. The Promoter shall be entitled to possess all the legal right over the Unit, until it is handed over in favour of the Allottee(s) and shall carry out any development / maintenance and other acts as may be considered necessary
- iii. The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the Association of Apartment Owners to be formed in respect of the Project, as the case may be in
- iv. The Promoter and/or its affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Project and/or any part thereof till such time the Project is completed, and the Common Areas are handed over in favour of the Association of Apartment Owners to be formed in respect of the Project. Further, the Promoter and/or its affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or its affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other intellectual property of the Promoter at one or more places or in or upon the Said Land and/or upon the Project and/or any Common Areas and/or any Limited Common Areas & Amenities, and/or at the entrances and exits thereof. The Promoter and its affiliates have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
- v. The Promoter hereby agrees to allot to the Allottee(s), car park at such location as mentioned in Schedule A for his own use and not otherwise. Earmarking of the parking number will be done at the time of handing over the possession of the Unit. Each allotted car parking space will entitle the Allottee(s) the right to park only one vehicle. In case of transfer of the said Unit, the right to use the car parking space shall be automatically transferred along with the said Unit. The right to use the car parking space under no circumstances is separately transferable. The Allottee(s) agree/s that only the allotted car parking space would be used exclusively for parking of his/her/their light motorized vehicles and would not be used as storage otherwise.
- J. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project;
- K. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment and the garage/ closed parking (if applicable) as specified in Para G

Now **THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:**

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in Para G;
- 1.2 The Total price for the Apartment based on the Carpet area is **Rs. /-** (**Rupees Only**) (“Total price”) Apartment no.....

Block/Building/Tower No. Block NA

Apartment No:

Type: BHK

Floor: Floor

(Break up and description)

SCHEDULE ‘D’

	Cost of the Apartment(Rs)
Cost of the apartment	Rs
GST applicable	Rs
Infrastructure Development Charges	Rs
Advance Maintenance for 5(Five) years (Two years Advance CAM charges will be collected at the time of Possession and the rest will be paid yearly basis in advance after completion of 2 years)	Approximately Rs 3.5 - 5 per square feet per month
IFMS (Interest Free Maintenance Security)	Rs. 85 per square feet
Society formation charges	Rs 5000/-
Legal and Handling Charges for execution of Agreement registration and Conveyance Deed	Upto 1% of the flat valuation which is payable at the time of possession
Total Cost	Rs: excluding Maintenance, IFMS and Legal Charges

Explanation:

- i. The Total price above include the booking amount paid by the Allottee(s) to the promoter towards the Apartment;
- ii. The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of value added tax, service tax, and cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter) up to the date of handing over the possession of the Apartment;

provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s) to the promoter shall be increased/ reduced based on such change/ modification;

- iii. The promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment within 30(thirty) days from the date of such written intimation. In addition, the promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
- iv. The total price of Apartment includes: 1) pro rata share in the Common Areas; and 2) garage (s) / closed parking (s) as provided in the Agreement.
- 1.3 The total price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the promoter shall enclose the said notification/order/rule/regulation to that effect along with demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** of the Act (**“Payment plan”**)
- 1.5 The promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ N.A % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, one granted to an Allottee(s) by the promoter.
- 1.6 It is agreed that the promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described there in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee(s), provided that the promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.
- 1.7 [Applicable in case of an apartment] The Promotor shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and Occupancy Certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by the allottee within forty five days with annual interest specified in the Rules, from the date when such an excess amount paid by the allottees. If there is any increase in carpet area allotted to the allottee the promoter shall demand from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to clause 9.3 the promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment as mentioned below:
 - i. The Allottee(s) shall have exclusive ownership of the Apartment;
 - ii. The Allottee(s) shall also have undivided proportionate share in the common Areas. Since the share / interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in

the common areas to the association of Allottee(s) as provided in the Act;

- iii. That the computation of the price of the Apartment includes recovery of price of land, construction of the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the project.
- 1.9 It is made clear by the promoter and the Allottee(s) agrees that the Apartment along with ___ garage/ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained project covering the said Land and is not a part of any other project or zone and shall not form a part of and/ or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the project.
- 1.10 It is understood by the Allottee(s) that all other areas and i.e. areas and facilities falling outside the project, namely '**Metro Uday**' shall not form a part of the declaration to be filed with concerned Development Authority/ Regional Improvement Trust / special planning Authority [Cuttack Development Authority] to be filed in accordance with the Odisha Development Authorities Act. 1982 / Odisha Town Planning and Improvement Trust Act. 1956 [please insert the name of the relevant state act, if any]
- 1.11 The promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or) other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment / Plot to the Allottee(s), the promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.12 The Allottee(s) has paid a sum of **Rs.-/- (Rupees Only)** as booking amount being part payment towards the total price of the Apartment at the time of application the receipt of which the promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment / Plot as prescribed in the payment plan as may be demanded by the promoter within the time and in the manner specified therein: Provided that if the Allottee(s) delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the agreement, and the promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the promoter, within the stipulated time as mentioned in the payment plan through / demand draft or online payment (as applicable) in favour of **M/s. Metro Garden Estate Pvt. Ltd- Metro Uday Master Account** payable at **Cuttack**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s)

modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the promoter with such permission, approvals which would enable the promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign by the Foreign Exchange Management Act,1999 or other laws as applicable, as amended from time to time.

- 3.2 The promoter accepts no responsibility in this regard. The Allottee(s) shall keep the promoter fully indemnified and harmless in the regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the promoter immediately and comply with necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/ allotment of the said apartment applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

The Allottee(s) authorizes the promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object /demand/direct the promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

- 5.1 Time is of essence for the promoter as well as the Allottee(s). The promoter shall abide by the time schedule for completing the project and handing over the Apartment / Plot to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/ her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the promoter as provided in **schedule C (“Payment Plan”)**.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee(s) has seen the specifications of the Apartment / Plot and accepted the payment plan, floor Plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the promoter. The promoter shall develop the project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, Far and density norms and provisions prescribed by the **Odisha Development Authority (Planning and Building Standards) Rules 2020**, and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

- 7.1 **Schedule for possession of the said Apartment:** The promoter agrees and understands that timely delivery of the possession of the Apartment is the essence of the Agreement. The promoter, based

on the approved plans and specifications, assures to hand over possession of the Apartment / Plot on Date **10th Feb 2023** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirm that, in the event it becomes impossible for the promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the promoter shall refund to the Allottee(s) the entire amount received by the promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee(s), Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the promoter and that the promoter shall be released and discharges from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession:** The promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the promoter/ association of Allottee(s), as the case may be. The promoter on its behalf shall offer the possession to the Allottee(s) in writing within 30 days of receiving the occupancy certificate* of the project.

7.3 **Failure of Allottee(s) to take Possession of Apartment:** Upon receiving a written intimation from the promoter as per clause 7.2, the Allottee(s) shall take possession of the Apartment from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee(s) :** After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee(s) or the competent authority, as the case may be, as per the local laws.

7.5 **Cancellation by Allottee(s) :** The Allottee(s) shall have the right to cancel/withdraw his allotment in the project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/ withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the promoter to the Allottee(s) within 45 days of such cancellation.

7.6 **Compensation :** The promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly

completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act: or for any other reason; the promoter shall be liable, on the registration under the Act: or for any other reason: the promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee(s) does not intend to withdraw from the project the promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The promoter hereby represents and warrants to the Allottee(s) as follows:

- i. The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;
- ii. The promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project;
- iii. There are no encumbrances upon the said Land or the project;
[In case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- iv. There are no litigations pending before any court of law with respect to the said Land, Project or the Apartment;
- v. All approvals, licenses and permits issued by the competent Authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Building and Apartment and common areas;
- vi. The promoter has the right to enter into Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- vii. The promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- viii. The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the association of the Allottee(s);
- x. The Schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule property;
- xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- xii. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the promoter shall be considered under a condition of default, in the following events:

- i. Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- ii. Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of default by promoter under the conditions listed above, Allottee(s) is entitled to the following:

- i. Stop making further payments to promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest; or
- ii. The Allottee(s) shall have the option of terminating the Agreement in which case the promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty- five days of receiving the termination notice:
- iii. Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the promoter, interest at the rate specified In the Rules, for every month of delay till the handing over of the possession of the Apartment.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- i. In case the Allottee(s) fails to make payments for 3 consecutive demands made by the promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the rules.
- ii. In case of default by Allottee(s) under the condition listed above continues for a period beyond 2 consecutive months after notice from the promoter in this regard, the promoter shall cancel the allotment of the Apartment in favour of the Allottee(s) and refund the amount money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

The promoter, on receipt of complete amount of the price of the Apartment under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the common area within 3(three)months from the issuance of the occupancy certificate*. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the

period mentioned in the demand letter, the Allottee(s) authorizes the promoter to withhold registration of the conveyance deed in his /her favour till full and final settlement of all dues and stamp duty and registration charges to the promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the Competent Authority (ies).

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT / PROJECT:

The promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total price of the Apartment. The time period and other terms and conditions pertaining to maintenance shall be incorporated in the Maintenance agreement to be executed by the Promoter or its nominated Maintenance agency which may be treated and read as a part of this agreement. In pursuance of the Maintenance agreement, the Promoter or its nominated Maintenance agency shall provide maintenance and operation of various services and facilities and equipment in the common area in the Complex and on assurance that Allottee(s) shall abide by the terms and conditions of this agreement and the rules and regulations as framed from time to time. The same has been elaborated in clause 1.15

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of 5(five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within 30(thirty) days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act

13. RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee(s) hereby agrees to purchase the Apartment on the specific understanding that his/ her right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by maintenance agency appointed or the association of Allottees(or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The promoter/maintenance agency/association of Allottee(s) shall have rights of unrestricted access of all common areas, garages/closed parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement And Service Areas: The Basement/s and Service Area, if any, as located within "Metro Uday" shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump

rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee(s) formed by the Allottee(s) for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT / PROJECT:

Subject to Clause-12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face/ façade of the building or anywhere on the exterior of the project, buildings therein or common areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S):

The Allottee(s) is entering into this agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. That the Allottee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment / Plot, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS:

The promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the promoter executes this agreement he shall not mortgage or create a charge on the Apartment / Plot/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/Plot/Building.

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Odisha Apartment ownership (Amendment) Act, 2015. The promoter to show compliances of various laws/regulations, as applicable in the **State of Odisha**.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the promoter does not create a binding obligation on the part of the promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30(thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the promoter. If the Allottee(s) fails to execute and deliver to the promoter this agreement within 30(thirty) days from the date of its receipt by the Allottee(s) and/or appear before the sub-registrar for its registration as and when intimated by the promoter, then the promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection there with including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This agreement, along with its schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Apartment / Plot/Building as the case may be.

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the parties

24. PROVISIONS OF THIS AGREEMENT APPLICATION ON ALLOTTEE(S)/ SUBSEQUENT ALLOTTEE(S):

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

1. The promoter may, at its sole option and discretion, without prejudice to its rights as set out in this agreement, waive the breach by the Allottee(s) in not making payments as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the promoter to exercise such discretion in the case of other Allottee(s).
2. Failure on the part of the promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this agreement shall be determined to be void or unenforceable under the act or the rules and regulations made there under or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose

of this agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment in the project.

28. FURTHER ASSURANCES

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this agreement shall be complete only upon its execution by the promoter through its authorized signatory at the promoter's office, or at some other place, which may be mutually agreed between the promoter and the Allottee(s) in the State of Odisha after the agreement is duly executed by the Allottee(s) and the promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub-Registrar. Hence this agreement shall be deemed to have been executed at **Cuttack**

30. NOTICES

That all notices to be served on the Allottee(s) and the promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee(s) or the promoter by registered post at their respective addresses specified below:

Name of Allottee(s): Mr.

Allottee(s)' Address:

M/s. Metro Garden Estate Pvt. Ltd. (Promoter name)

Metro River View Complex, Sunshine Field (East),

Kathajodi Ring Road, P.S.: Purighat, Town/District: Cuttack (Promoter Address)

It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee(s), as the case may be.

31. JOINT ALLOTTEE(S)

That in case there are Joint Allottee(s) all communications shall be sent by the promoter to the Allottee(s) whose appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, falling which the same shall be settled through the adjudicating officer appointed under the Act.

This Agreement shall be construed and the legal relations between the Parties here to shall be determined and governed according to the laws of India and the courts of Cuttack shall have exclusive jurisdiction.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale **at Cuttack** (city/ town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee(s) :

(1)



SIGNED AND DELIVERED BY THE WITHIN NAMED

(1) _____

(Authorized Signatory)



WITNESSES:-

1. Signature: _____
Name: _____
Address: _____

2. Signature: _____

Name: _____

Address: _____

SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

SCHEDULE 'D' - UNIT AND OTHER CHARGES

SCHEDULE 'E' – SPECIFICATIONS OF THE UNIT

SCHEDULE 'F' – FORM G

SCHEDULE 'A'

The Allottee(s) had applied for an apartment in the project vide application no. N/A dated and has been allotted Apartment no. having carpet area of **Square feet**, Type – **BHK** on **Floor** in the **Block NA**. (Building) along with the covered parking no. 06 ad measuring 11.25 sq. mtr. in the stilt floor as permissible under the applicable law and or pro rata share in the common areas (common areas) as defined under clause (n) of section 2 of the Act

SCHEDUL OF PROPERTY

Dist: Cuttack, D.S.R.O. – Cuttack, PS-Lalbag, Mouza Cuttack Unit No. 13-Chandini Chowk, Tahasil No. 202, Registering Office, Cuttack (1) Khata No. 509, Plot No. 418/3579, admeasuring Ac.0.037 dec., Khata No. 1141, Plot No. 417, admeasuring area Ac.0.007 dec., Plot No. 416/3581 admeasuring area Ac. 0.006 dec., Plot No. 416/3583, admeasuring area Ac.0.002 dec. and Plot No. 416/3582, admeasuring area Ac.0.003 dec.(Total Area admeasuring to Ac.0.055 dec.) corresponding to new Khata No. 573/485 and 1203/518 (2) Khata No. 401, Plot No. 418, admeasuring Ac 0.074 dec, Plot No. 418/3576, admeasuring Ac 0.036 dec. (Total Area admeasuring to Ac. 0.110 dec.) (3) Khata No. 573/487, Plot No. 418/3578, admeasuring Ac 0.105 dec, Khata No. 203/523 Plot No. 416, admeasuring Ac 0.005 dec.(Total Area admeasuring to Ac. 0.110 dec.) Grand Total Area: Ac 0.275 dec situated at Mouza: Unit-13, Chandini Chowk, Kanika, Cuttack (“Said Land”).

SCHEDULE 'B'

FLOOR PLAN

SCHEDULE 'C'

PAYMENT SCHEDULE

Application Money	Rs./-
Booking Amount- Within 10 days from the date of Application	10% inclusive of Application Money
Within 30 days from the date of booking	20%
On completion of Stilt Floor Roof Casting	10%
On completion of First Floor Roof Casting	10%
On completion of Second Floor Roof Casting	10%
On completion of Third Floor Roof Casting	10%
On completion of Fourth Floor Roof Casting	10%
On completion of Brickwork	10%
On completion of Finishing	5%
On or Before Possession	5%

SCHEDULE 'E'

STRUCTURE:

- RCC framed structure with columns, beams, floor and roof slabs.

WALLS:

- 1st class fly ash bricks masonry/concrete blocks with cement mortar.
- External plaster finish with weather coat paints.
- Smooth wall-putty finish with 1 coat primer and 2 coats of premium emulsion on internal walls

STAIRCASE:

- Designer Marble/Granite staircase with M.S. /S.S. Railings.

ROOMS & CORRIDORS:

- Designer quality vitrified tile flooring
- Wardrobe*(on request)
- Split A/C*(on request)

DOORS:

- Laminated designer main door with Mortise Lock and Eye-piece.
- Solid Laminated superior quality Flush doors.

WINDOWS/BALCONY:

- Anodized/powder coated aluminium frame with glaze shutters/UPVC window.
- Granite/strips tiles on sill level.

KITCHEN:

- Vitrified tile flooring
- Granite cooking platform with stainless steel sink and CP fittings.
- Ceramic tiles upto 3' above the counter.
- Modular Kitchen(on request)

BATHROOMS/TOILETS:

- Anti-skid ceramic tile flooring
- Designer glazed tiles upto 7' height from floor level.
- Concealed plumbing.
- Superior quality CP fittings and fixtures.
- E.W.C. with flushing cistern
- Hot and cold water supply system

ELECTRICAL FITTINGS:

- Concealed wiring network with copper conductors.
- Premium brand Modular sockets, switches and switchgear.
- AC points in all bedrooms, living and dining room.
- TV and Telephone points in living room and master bedroom.

* such requests have to be made in advance at an extra cost to be borne by the clients as per the terms and conditions of the company.

SCHEDULE 'F'

FORM G

UNDERTAKING

Undertaking for taking steps for formation of Association of Apartment

Owners and transfer of Right, title and interest to the transfer

1. I **Mr.** **aged:** ... **years,** **S/o Mr.** **resident of Qtr No.** **Odisha** do hereby undertake that I/ we, am/ are the owner(s) of apartment situated at in the city /town /village of Cuttack within the Police Station of in the district of Cuttack (commonly known as **Metro Uday** (Apartment) Over plot no. 418/3579, 417, 416/3581 ,416/3583, 416/3582, 418,418/3576,418/3578, 416MouzaUnit-13, Chandini Chowk, Kanika, Cuttack which forms part of a property already submitted to the provisions of the Odisha Apartment Ownership Act, 1982, under a declaration executed in conformity with the provisions of the said Act.
2. That I/we shall form the Association of Apartment Owners within 30 days of transfer of ownership to eights owners or of 33% of apartments, whichever is more, through registered deed of apartment.
3. That I/ we shall transfer my/ our right, title and Interest in the property to the Association of Apartment Owners within 90 days of formation of the Association of Apartment Owners

Name & signature of sole owner or all owners

METRO GARDEN ESTATE PRIVATE LIMITED-METRO
Period : 01-03-2024 To 31-03-2024
Cust.ReIn.No : 374437224
Account No : 7413126105
Currency : INR
Branch : CUTTACK - BUXI BAZAR
Nominee Registered : N

Metro Riverview Complex

PO-Chandini Chowk

PS-LALBAG

CUTTACK-753002

ODISHA,INDIA

**Branch Address : ORISSA TOURISM DEVELOPMENT
PANTHANIVAS, BUXIBAZAR**
CUTTACK-753001
ODISHA,INDIA
Branch Phone No. : 7064405371
MICR Code : 753485003
IFSC Code : KKBK0007328

Date	Narration	Chq/Ref No	Withdrawal (Dr)	Deposit(Cr)	Balance
	B/F				0.00(Cr)
02-03-2024	RTGS UBINR22024030201501555 K VASUDEVA RAO UBI	RTGSINW-0070681265		419,617.00	419,617.00(Cr)
03-03-2024	SWEEP TRF TO 7413126099 AND 7413125917		419,617.00		0.00(Cr)
05-03-2024	BY CLG INST 7/26-02-24/BOB/CUTTACK			700,000.00	700,000.00(Cr)
05-03-2024	O/W RTN:7:ADVICE NOT		700,000.00		0.00(Cr)
07-03-2024	RTGS BARBR52024030700746309 UPENDRA KUMAR SWAIN	RTGSINW-0070857235		200,000.00	200,000.00(Cr)
07-03-2024	RTGS BARBR52024030700746308 UPENDRA KUMAR SWAIN	RTGSINW-0070857232		200,000.00	400,000.00(Cr)
08-03-2024	SWEEP TRF TO 7413126099 AND 7413125917		400,000.00		0.00(Cr)
08-03-2024	NEFT BARBW24068588164 UPENDRA KUMAR SWAIN	NEFTINW-0795177643		100,000.00	100,000.00(Cr)
09-03-2024	SWEEP TRF TO 7413126099 AND 7413125917		100,000.00		0.00(Cr)
14-03-2024	BY CLG INST 67/12-03-24/HDFC/CUTTACK			305,000.00	305,000.00(Cr)
15-03-2024	SWEEP TRF TO 7413126099 AND 7413125917		305,000.00		0.00(Cr)

METRO GARDEN ESTATE PRIVATE LIMITED-METRO

Period : 01-03-2024 To 31-03-2024

Cust.ReIn.No : 374437224

Account No : 7413126105

Currency : INR

Branch : CUTTACK - BUXI BAZAR

Nominee Registered : N

Metro Riverview Complex

PO-Chandini Chowk

PS-LALBAG

CUTTACK-753002

ODISHA,INDIA

 Branch Address : ORISSA TOURISM DEVELOPMENT
PANTHANIVAS, BUXIBAZAR

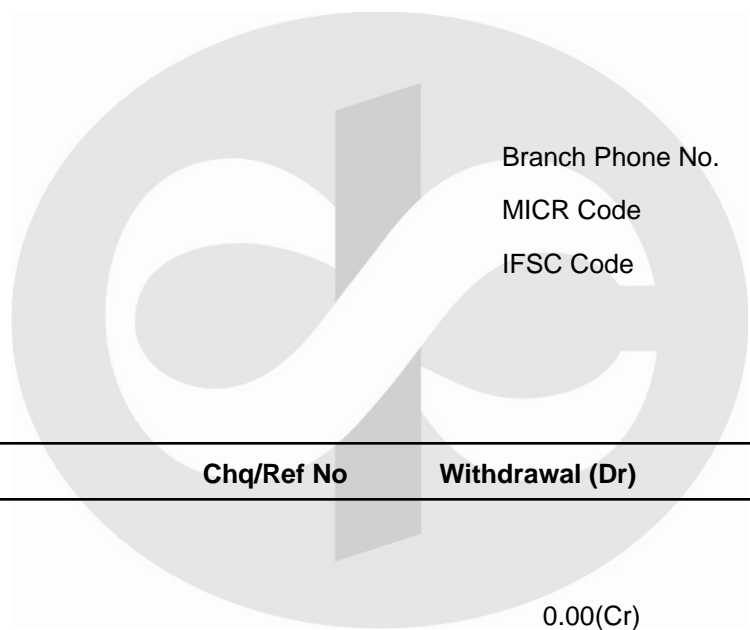
CUTTACK-753001

ODISHA,INDIA

Branch Phone No. : 7064405371

MICR Code : 753485003

IFSC Code : KKBK0007328



Date	Narration	Chq/Ref No	Withdrawal (Dr)	Deposit(Cr)	Balance
Statement Summary					
	Opening Balance	:	0.00(Cr)		
	Total Withdrawal Amount	:	1,924,617.00(Dr)		
	Total Deposit Amount	:	1,924,617.00(Cr)		
	Closing Balance	:	0.00(Cr)		
	Withdrawal Count	:	5		
	Deposit Count	:	6		

Account Statement

METRO GARDEN ESTATE PRIVATE LIMITED-METRO UDAY -OPERATIONS

Metro Riverview Complex

PO-Chandini Chowk

PS-LALBAG

Cuttack

ODISHA

INDIA

753002

Cust. Reln. No.

374437224

Account No.

7413125917

Period

From 01/03/2024 To 31/03/2024

Currency

INR

Branch

CUTTACK – BUXI BAZAR

Nomination Regd

N

Nominee Name

Sl. No.	Date	Description	Chq / Ref number	Amount	Dr / Cr	Balance	Dr / Cr
1	29/03/2024	RELIANCE COMMERCIAL FINANCE LTD	FCM-2403299EPDJG	169,372.00	DR	268,385.32	CR
2	20/03/2024	TRF AXIS	FCM-240320981SH2	142,911.00	DR	437,757.32	CR
3	18/03/2024	FUND TRF FROM 7413126099		564,000.00	CR	580,668.32	CR
4	15/03/2024	SOLAR INFRA	FCM-24031594L2PX	82,270.00	DR	16,668.32	CR
5	15/03/2024	SK TELE SERVICES PVT	FCM-24031594L2PZ	30,000.00	DR	98,938.32	CR
6	15/03/2024	S N FABRICATION	FCM-24031594L2Q0	30,000.00	DR	128,938.32	CR
7	15/03/2024	ASRAF KHAN	FCM-24031594L2PY	50,000.00	DR	158,938.32	CR
8	15/03/2024	TRF A SAYEED	FCM-24031594L2PW	50,000.00	DR	208,938.32	CR
9	15/03/2024	BHUASUNI PRECAST PVT LTD	FCM-24031594L2PV	100,000.00	DR	258,938.32	CR
10	15/03/2024	SEKH SAHANAMAJ	FCM-24031594L2PT	19,800.00	DR	358,938.32	CR
11	15/03/2024	AXIS MGEPL	FCM-24031594L2PS	400,000.00	DR	378,738.32	CR
12	15/03/2024	JUGAL KISHOR DASH	FCM-24031594L2PU	29,700.00	DR	778,738.32	CR
13	15/03/2024	M R ELECTRICALS	FCM-24031594KUNN	643,500.00	DR	808,438.32	CR
14	15/03/2024	UTKAL ELECTRICAL INDUSTRIES	FCM-24031594KUNM	200,000.00	DR	1,451,938.32	CR
15	15/03/2024	SWEEP TRF FROM 7413126105		91,500.00	CR	1,651,938.32	CR
16	14/03/2024	AXIS MGEPL	FCM-24031493L1CK	100,000.00	DR	1,560,438.32	CR
17	09/03/2024	SWEEP TRF FROM 7413126105		30,000.00	CR	1,660,438.32	CR
18	08/03/2024	SWEEP TRF FROM 7413126105		120,000.00	CR	1,630,438.32	CR
19	06/03/2024	GBO FT FROM 7413126099	GBO-REQ_202403061057	507,000.00	CR	1,510,438.32	CR
20	03/03/2024	SWEEP TRF FROM 7413126105		125,885.10	CR	1,003,438.32	CR

Opening balance	as on 01/03/2024	INR 877,553.22
Closing balance	as on 31/03/2024	INR 268,385.32

METRO GARDEN ESTATE PRIVATE LIMITED-METRO
Period : 01-03-2024 To 31-03-2024
Cust.ReIn.No : 374437224
Account No : 7413126099
Currency : INR
Metro Riverview Complex
Branch : CUTTACK - BUXI BAZAR
PO-Chandini Chowk
Nominee Registered : N
PS-LALBAG
CUTTACK-753002
**Branch Address : ORISSA TOURISM DEVELOPMENT
PANTHANIVAS, BUXIBAZAR**
ODISHA,INDIA
CUTTACK-753001
ODISHA,INDIA
Branch Phone No. : 7064405371
MICR Code : 753485003
IFSC Code : KKBK0007328

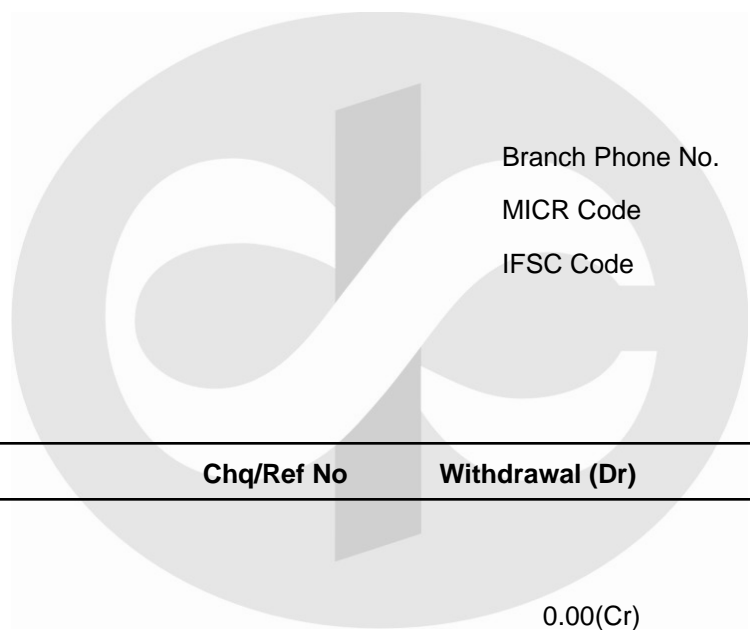
Date	Narration	Chq/Ref No	Withdrawal (Dr)	Deposit(Cr)	Balance
	B/F				213,805.58(Cr)
03-03-2024	SWEEP TRF FROM 7413126105			293,731.90	507,537.48(Cr)
06-03-2024	GBO FT TO 7413125917	GBO-REQ_202403061057	507,000.00		537.48(Cr)
08-03-2024	SWEEP TRF FROM 7413126105			280,000.00	280,537.48(Cr)
09-03-2024	SWEEP TRF FROM 7413126105			70,000.00	350,537.48(Cr)
15-03-2024	SWEEP TRF FROM 7413126105			213,500.00	564,037.48(Cr)
18-03-2024	FUND TRF TO 7413125917		564,000.00		37.48(Cr)

Statement Summary

Opening Balance	:	213,805.58(Cr)
Total Withdrawal Amount	:	1,071,000.00(Dr)
Total Deposit Amount	:	857,231.90(Cr)
Closing Balance	:	37.48(Cr)
Withdrawal Count	:	2
Deposit Count	:	4

METRO GARDEN ESTATE PRIVATE LIMITED-METRO
Period : 01-02-2024 To 29-02-2024
Cust.ReIn.No : 374437224
Account No : 7413126105
Currency : INR
Metro Riverview Complex
Branch : CUTTACK - BUXI BAZAR
PO-Chandini Chowk
Nominee Registered : N
PS-LALBAG
CUTTACK-753002
Branch Address : ORISSA TOURISM DEVELOPMENT
ODISHA,INDIA
PANTHANIVAS, BUXIBAZAR
CUTTACK-753001
ODISHA,INDIA
Branch Phone No. : 7064405371
MICR Code : 753485003
IFSC Code : KKBK0007328

Date	Narration	Chq/Ref No	Withdrawal (Dr)	Deposit(Cr)	Balance
	B/F				0.00(Cr)
13-02-2024	RTGS BKIDR52024021300889629 KUSUM S GANDHI BKID	RTGSINW- 0069964066		467,775.00	467,775.00(Cr)
14-02-2024	SWEEP TRF TO 7413126099 AND 7413125917		467,775.00		0.00(Cr)
17-02-2024	BY CLG INST 985498/13-02- 24/IOB/CUTTACK			273,960.00	273,960.00(Cr)
18-02-2024	SWEEP TRF TO 7413126099 AND 7413125917		273,960.00		0.00(Cr)
21-02-2024	NEFT SBIN524052799188 UDAY KUMAR ROUT SBIN0010028	NEFTINW- 0780550329		499,356.00	499,356.00(Cr)
22-02-2024	SWEEP TRF TO 7413126099 AND 7413125917		499,356.00		0.00(Cr)
23-02-2024	RTGS SBINR12024022304368054 MR GOKUL CHANDRA	RTGSINW- 0070371039		372,486.00	372,486.00(Cr)
24-02-2024	SWEEP TRF TO 7413126099 AND 7413125917		372,486.00		0.00(Cr)
27-02-2024	BY CLG INST 171513/23-02- 24/GOUR/CUTTACK			304,763.00	304,763.00(Cr)
28-02-2024	SWEEP TRF TO 7413126099 AND 7413125917		304,763.00		0.00(Cr)
28-02-2024	BY CLG INST 7/26-02- 24/BOB/CUTTACK			700,000.00	700,000.00(Cr)
28-02-2024	O/W RTN:7:ADVICE NOT		700,000.00		0.00(Cr)

METRO GARDEN ESTATE PRIVATE LIMITED-METRO
Period : 01-02-2024 To 29-02-2024
Cust.ReIn.No : 374437224
Account No : 7413126105
Currency : INR
Branch : CUTTACK - BUXI BAZAR
Nominee Registered : N
Metro Riverview Complex
PO-Chandini Chowk
PS-LALBAG
CUTTACK-753002
ODISHA,INDIA
**Branch Address : ORISSA TOURISM DEVELOPMENT
PANTHANIVAS, BUXIBAZAR**
CUTTACK-753001
ODISHA,INDIA
Branch Phone No. : 7064405371
MICR Code : 753485003
IFSC Code : KKBK0007328


Date	Narration	Chq/Ref No	Withdrawal (Dr)	Deposit(Cr)	Balance
Statement Summary					
	Opening Balance	:			0.00(Cr)
	Total Withdrawal Amount	:	2,618,340.00(Dr)		
	Total Deposit Amount	:		2,618,340.00(Cr)	
	Closing Balance	:			0.00(Cr)
	Withdrawal Count	:			6
	Deposit Count	:			6

METRO GARDEN ESTATE PRIVATE LIMITED-METRO
Period : 01-02-2024 To 29-02-2024
Cust.Refn.No : 374437224
Account No : 7413126099
Currency : INR
Metro Riverview Complex
Branch : CUTTACK - BUXI BAZAR
PO-Chandini Chowk
Nominee Registered : N
PS-LALBAG
CUTTACK-753002
**Branch Address : ORISSA TOURISM DEVELOPMENT
PANTHANIVAS, BUXIBAZAR**
ODISHA,INDIA
CUTTACK-753001
ODISHA,INDIA
Branch Phone No. : 7064405371
MICR Code : 753485003
IFSC Code : KKBK0007328

Date	Narration	Chq/Ref No	Withdrawal (Dr)	Deposit(Cr)	Balance
	B/F				967.58(Cr)
14-02-2024	SWEEP TRF FROM 7413126105			327,442.50	328,410.08(Cr)
15-02-2024	FUND TRF TO 7413125917		328,000.00		410.08(Cr)
18-02-2024	SWEEP TRF FROM 7413126105			191,772.00	192,182.08(Cr)
21-02-2024	FUND TRF TO 7413125917		192,000.00		182.08(Cr)
22-02-2024	SWEEP TRF FROM 7413126105			349,549.20	349,731.28(Cr)
24-02-2024	SWEEP TRF FROM 7413126105			260,740.20	610,471.48(Cr)
28-02-2024	SWEEP TRF FROM 7413126105			213,334.10	823,805.58(Cr)
28-02-2024	GBO FT TO 7413125917	GBO- REQ_20240228141 8	610,000.00		213,805.58(Cr)

Statement Summary

Opening Balance	:	967.58(Cr)
Total Withdrawal Amount	:	1,130,000.00(Dr)
Total Deposit Amount	:	1,342,838.00(Cr)
Closing Balance	:	213,805.58(Cr)
Withdrawal Count	:	3
Deposit Count	:	5

Account Statement

METRO GARDEN ESTATE PRIVATE LIMITED-METRO UDAY -OPERATIONS

Metro Riverview Complex
 PO-Chandini Chowk
 PS-LALBAG
 Cuttack
 ODISHA
 INDIA
 753002

Cust. Reln. No. 374437224
 Account No. 7413125917
 Period From 01/02/2024 To 29/02/2024
 Currency INR
 Branch CUTTACK – BUXI BAZAR
 Nomination Regd N
 Nominee Name

Sl. No.	Date	Description	Chq / Ref number	Amount	Dr / Cr	Balance	Dr / Cr
1	28/02/2024	GBO FT FROM 7413126099	GBO-REQ_202402281418	610,000.00	CR	877,553.22	CR
2	28/02/2024	CMSM NUCCHG_MGEPLUDAY_JA N24	CMS-178955350D	500.00	DR	267,553.22	CR
3	28/02/2024	CMSM NUCCHG_MGEPLUDAY_JA N24_GST	CMS-178969784D	90.00	DR	268,053.22	CR
4	28/02/2024	SWEEP TRF FROM 7413126105		91,428.90	CR	268,143.22	CR
5	27/02/2024	RELIANCE COMMERCIAL FINANCE LTD	FCM-2402278Q30LA	169,372.00	DR	176,714.32	CR
6	24/02/2024	SWEEP TRF FROM 7413126105		111,745.80	CR	346,086.32	CR
7	23/02/2024	SRI LAXMI FIRE SAFETY SERVICE	FCM-2402238NNSMP	123,967.00	DR	234,340.52	CR
8	22/02/2024	SWEEP TRF FROM 7413126105		149,806.80	CR	358,307.52	CR
9	21/02/2024	FUND TRF FROM 7413126099		192,000.00	CR	208,500.72	CR
10	20/02/2024	LAXMI TRADING	FCM-2402208LH9KK	20,000.00	DR	16,500.72	CR
11	20/02/2024	Y2D CONSTRUCTION	FCM-2402208LH9KI	49,500.00	DR	36,500.72	CR
12	20/02/2024	SK SIRAJ ALI	FCM-2402208LH9KN	39,600.00	DR	86,000.72	CR
13	20/02/2024	AGCUM BUILDING SYSTEM PVT LTD	FCM-2402208LH9KO	98,000.00	DR	125,600.72	CR
14	20/02/2024	TARINI GRANITE	FCM-2402208LH9KL	42,000.00	DR	223,600.72	CR
15	20/02/2024	SEKH SAHANAMAJ	FCM-2402208LH9KM	49,500.00	DR	265,600.72	CR
16	20/02/2024	BIKASH SAMAL	FCM-2402208LH9KJ	49,500.00	DR	315,100.72	CR
17	20/02/2024	DILLIP AGRAWALLA	FCM-2402208LH3XR	200,000.00	DR	364,600.72	CR
18	18/02/2024	SWEEP TRF FROM 7413126105		82,188.00	CR	564,600.72	CR
19	15/02/2024	FUND TRF FROM 7413126099		328,000.00	CR	482,412.72	CR

Sl. No.	Date	Description	Chq / Ref number	Amount	Dr / Cr	Balance	Dr / Cr
20	14/02/2024	SWEEP TRF FROM 7413126105		140,332.50	CR	154,412.72	CR
21	12/02/2024	DD ISSUED 403830 TPCODL CDD 1	18	154,320.00	DR	14,080.22	CR
22	12/02/2024	NEFT AXOIC40430807558 METRO GARDEN ESTATE PRIVATE	NEFTINW-0773238953	30,000.00	CR	168,400.22	CR

Opening balance as on 01/02/2024 INR 138,400.22

Closing balance as on 29/02/2024 INR 877,553.22

METRO GARDEN ESTATE PRIVATE LIMITED-METRO
Period : 01-01-2024 To 31-01-2024
Cust.ReIn.No : 374437224
Account No : 7413126105
Currency : INR
Branch : CUTTACK - BUXI BAZAR
Nominee Registered : N
Metro Riverview Complex
PO-Chandini Chowk
PS-LALBAG
CUTTACK-753002
ODISHA,INDIA
**Branch Address : ORISSA TOURISM DEVELOPMENT
PANTHANIVAS, BUXIBAZAR**
CUTTACK-753001
ODISHA,INDIA
Branch Phone No. : 7064405371
MICR Code : 753485003
IFSC Code : KKBK0007328

Date	Narration	Chq/Ref No	Withdrawal (Dr)	Deposit(Cr)	Balance
	B/F				300,000.00(Cr)
05-01-2024	SWEEP TRF TO 7413126099 AND 7413125917		300,000.00		0.00(Cr)

Statement Summary

Opening Balance	:	300,000.00(Cr)
Total Withdrawal Amount	:	300,000.00(Dr)
Total Deposit Amount	:	0.00(Cr)
Closing Balance	:	0.00(Cr)
Withdrawal Count	:	1
Deposit Count	:	0

METRO GARDEN ESTATE PRIVATE LIMITED-METRO
Period : 01-01-2024 To 31-01-2024
Cust.Refn.No : 374437224
Account No : 7413126099
Currency : INR
Branch : CUTTACK - BUXI BAZAR
Nominee Registered : N

Metro Riverview Complex

PO-Chandini Chowk

PS-LALBAG

CUTTACK-753002

ODISHA,INDIA

**Branch Address : ORISSA TOURISM DEVELOPMENT
PANTHANIVAS, BUXIBAZAR**
CUTTACK-753001
ODISHA,INDIA
Branch Phone No. : 7064405371
MICR Code : 753485003
IFSC Code : KKBK0007328

Date	Narration	Chq/Ref No	Withdrawal (Dr)	Deposit(Cr)	Balance
	B/F				967.58(Cr)
05-01-2024	SWEEP TRF FROM 7413126105			210,000.00	210,967.58(Cr)
17-01-2024	GBO FT TO 7413125917	GBO-REQ_202401171810	210,000.00		967.58(Cr)

Statement Summary

Opening Balance	:	967.58(Cr)
Total Withdrawal Amount	:	210,000.00(Dr)
Total Deposit Amount	:	210,000.00(Cr)
Closing Balance	:	967.58(Cr)
Withdrawal Count	:	1
Deposit Count	:	1

Account Statement

METRO GARDEN ESTATE PRIVATE LIMITED-METRO UDAY -OPERATIONS

Metro Riverview Complex
 PO-Chandini Chowk
 PS-LALBAG
 Cuttack
 ODISHA
 INDIA
 753002

Cust. ReIn. No. 374437224
 Account No. 7413125917
 Period From 01/01/2024 To 31/01/2024
 Currency INR
 Branch CUTTACK – BUXI BAZAR
 Nomination Regd N
 Nominee Name

Sl. No.	Date	Description	Chq / Ref number	Amount	Dr / Cr	Balance	Dr / Cr
1	30/01/2024	CMSM NUCCHG_MGEPLUDAY_DE C23_GST	CMS-176509456D	90.00	DR	138,400.22	CR
2	30/01/2024	CMSM NUCCHG_MGEPLUDAY_DE C23	CMS-176494721D	500.00	DR	138,490.22	CR
3	27/01/2024	RELIANCE COMMERCIAL FINANCE LTD	FCM-24012784PBC3	169,372.00	DR	138,990.22	CR
4	17/01/2024	GBO FT FROM 7413126099	GBO-REQ_202401171810	210,000.00	CR	308,362.22	CR
5	05/01/2024	SWEEP TRF FROM 7413126105		90,000.00	CR	98,362.22	CR

Opening balance as on 01/01/2024 INR 8,362.22
 Closing balance as on 31/01/2024 INR 138,400.22

**METRO GARDEN ESTATE PVT. LTD.**

REGD. OFFICE: "Metro Riverview Complex", Sunshine Field
Ring Road, Cuttack-753002, Orissa, INDIA
Tel. : (0671) 2415296/2417764, Fax : (0671) 2415296
Website : www.metrobuildersorissa.com
CIN No. : U01403OR2015PTC018825

To

Date: 15.02.2024

Kotak Mahindra Bank Ltd.

Subject: Withdrawal of Funds from RERA A/c -7413126099

Dear Sirs,

We hereby instruct you to Debit our RERA Account No. -7413126099 and transfer basis details as mentioned below:

Beneficiary Account No.	7413125917
Beneficiary Account Name	Metro Garden Estate Private Limited-Operations A/c
Bank Name	Kotak Mahindra Bank
Branch	Buxibazar
IFSC	KKBK0007328
Amount (Rs)	3,28,000.00/-
Amount in Words	Rupees Three Lakh Twenty Eight Thousand Only

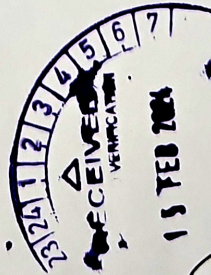
Please consider the current withdrawal request towards utilization of excess balances lying in the RERA Account basis certificates from project architect, engineer and practicing chartered accountant submitted earlier. We understand that submission of such certificates is currently applicable for the states of Chhattisgarh, Haryana, Maharashtra, Odisha, Punjab, Uttar Pradesh, and West Bengal.

We further understand that the transaction/withdrawal may not be processed by the Bank if the budgets from earlier submitted certificates are completely utilized. In that case, please consider our request on the basis of supporting documents attached to this request.

Yours truly,

For Promote

METRO GARDEN ESTATE PVT. LTD.
Authorized Signatory
Director



**METRO GARDEN ESTATE PVT. LTD.**

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Tel. : (0671) 2415296/2417764, Fax : (0671) 2415296
Website : www.metrobuildersorissa.com
CIN No. : U01403OR2015PTC018825

To

Kotak Mahindra Bank Ltd.

Date: 16.03.2024

Subject: Withdrawal of Funds from RERA A/c -7413126099

Dear Sir,

We hereby instruct you to Debit our RERA Account No. -7413126099 and transfer basis details as mentioned below:

Beneficiary Account No.	7413125917
Beneficiary Account Name	Metro Garden Estate Private Limited
Bank Name	Kotak Mahindra Bank
Branch	Buxibazar
IFSC	KKBK0007328
Amount (Rs)	3,50,000.00
Amount in Words	Rupees Three Lakh Fifty Thousand Only

Please consider the current withdrawal request towards utilization of excess balances lying in the RERA Account basis certificates from project architect, engineer and practicing chartered accountant submitted earlier. We understand that submission of such certificates is currently applicable for the states of Chhattisgarh, Haryana, Maharashtra, Odisha, Punjab, Uttar Pradesh, and West Bengal.

We further understand that the transaction/withdrawal may not be processed by the Bank if the budgets from earlier submitted certificates are completely utilized. In that case, please consider our request on the basis of supporting documents attached to this request.

Yours truly,

For Promoter
For METRO GARDEN ESTATE PVT. LTD.

Director

Authorized Signatory





METRO GARDEN ESTATE PVT. LTD.
REGD. OFFICE: "Metro Riverview Complex", Sunshine Field
Ring Road, Cuttack-753002, Orissa, INDIA
Tel. : (0671) 2415296/2417764, Fax : (0671) 2415296
Website : www.metrobuildersorissa.com
CIN No. : U01403OR2015PTC018825

To

Date: 05.03.2024

Kotak Mahindra Bank Ltd.

Subject: Withdrawal of Funds from RERA A/c -7413126099

Dear Sir,

We hereby instruct you to Debit our RERA Account No. -7413126099 and transfer basis details as mentioned below:

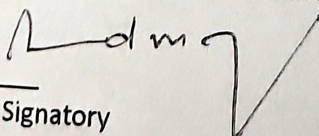
Beneficiary Account No.	7413125917
Beneficiary Account Name	Metro Garden Estate Private Limited-Operations A/c
Bank Name	Kotak Mahindra Bank
Branch	Buxibazar
IFSC	KKBK0007328
Amount (Rs)	5,07,000.00
Amount in Words	Rupees Five Lakh Seven Thousand Only

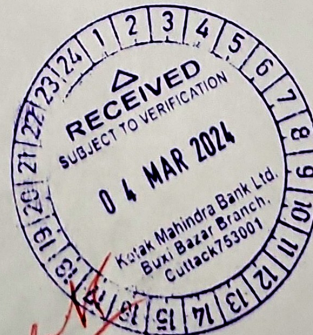
Please consider the current withdrawal request towards utilization of excess balances lying in the RERA Account basis certificates from project architect, engineer and practicing chartered accountant submitted earlier. We understand that submission of such certificates is currently applicable for the states of Chhattisgarh, Haryana, Maharashtra, Odisha, Punjab, Uttar Pradesh, and West Bengal.

We further understand that the transaction/withdrawal may not be processed by the Bank if the budgets from earlier submitted certificates are completely utilized. In that case, please consider our request on the basis of supporting documents attached to this request.

Yours truly,

For Promoter
For METRO GARDEN ESTATE PVT. LTD.

Director 
Authorized Signatory





METRO GARDEN ESTATE PVT. LTD.
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Ring Road, Cuttack-753002, Orissa, INDIA
Tel. : (0671) 2415296/2417764, Fax : (0671) 2415296
Website : www.metrobuildersorissa.com
CIN No. : U01403OR2015PTC018825

To

Date: 26.02.2024

Kotak Mahindra Bank Ltd.

Subject: Withdrawal of Funds from RERA A/c -7413126099

Dear Sir,

We hereby instruct you to Debit our RERA Account No. -7413126099 and transfer basis details as mentioned below:

Beneficiary Account No.	7413125917
Beneficiary Account Name	Metro Garden Estate Private Limited-Operations A/c
Bank Name	Kotak Mahindra Bank
Branch	Buxibazar
IFSC	KKBK0007328
Amount (Rs)	6,10,000.00
Amount in Words	Rupees Six Lakh Ten Thousand Only

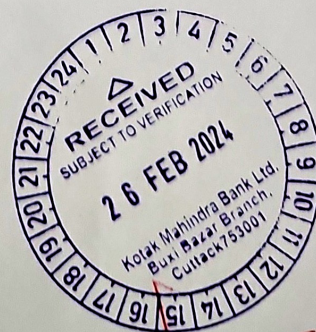
Please consider the current withdrawal request towards utilization of excess balances lying in the PERA Account basis certificates from project architect, engineer and practicing chartered accountant submitted earlier. We understand that submission of such certificates is currently applicable for the states of Chhattisgarh, Haryana, Maharashtra, Odisha, Punjab, Uttar Pradesh, and West Bengal.

We further understand that the transaction/withdrawal may not be processed by the Bank if the budgets from earlier submitted certificates are completely utilized. In that case, please consider our request on the basis of supporting documents attached to this request.

Yours truly,

For Promoter
For METRO GARDEN ESTATE PVT. LTD.

Director
Authorized Signatory





METRO GARDEN ESTATE PRIVATE LIMITED
REGD. OFFICE: "Metro Riverview Complex", Sunshine Field
Ring Road, Cuttack-753002, Orissa, INDIA
Tel. : (0671) 2415296/2417764, Fax : (0671) 2415296
Website : www.metrobuildersorissa.com
CIN No. : U01403OR2015PTC018825

To
Kotak Mahindra Bank Ltd.

Date: 21.02.2024

Subject: Withdrawal of Funds from RERA A/c -7413126099

Dear Sirs,

We hereby instruct you to Debit our RERA Account No. -7413126099 and transfer basis details as mentioned below:

Beneficiary Account No.	7413125917
Beneficiary Account Name	Metro Garden Estate Private Limited-Operations A/c
Bank Name	Kotak Mahindra Bank
Branch	Buxibazar
IFSC	KKBK0007328
Amount (Rs)	1,92,000.00
Amount in Words	Rupees One Lakh Ninety Two Thousand Only

Please consider the current withdrawal request towards utilization of excess balances lying in the RERA Account basis certificates from project architect, engineer and practicing chartered accountant submitted earlier. We understand that submission of such certificates is currently applicable for the states of Chhattisgarh, Haryana, Maharashtra, Odisha, Punjab, Uttar Pradesh, and West Bengal.

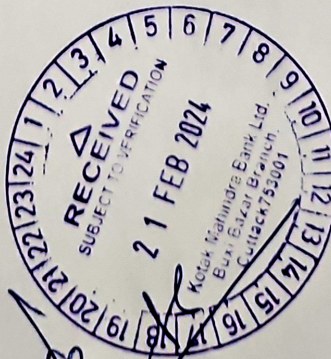
We further understand that the transaction/withdrawal may not be processed by the Bank if the budgets from earlier submitted certificates are completely utilized. In that case, please consider our request on the basis of supporting documents attached to this request.

For METRO GARDEN ESTATE PVT. LTD.

Yours truly,
Director

For Promoter

Authorised Signatory



**METRO GARDEN ESTATE PVT. LTD.**

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Tel. : (0671) 2415296/2417764, Fax : (0671) 2415296
Website : www.metrobuildersorissa.com
CIN No. : U01403OR2015PTC018825

To

Date: 28.02.2024

Kotak Mahindra Bank Ltd.

Subject: Withdrawal of Funds from RERA A/c -7413126099

Dear Sir,

We hereby instruct you to Debit our RERA Account No. -7413126099 and transfer basis details as mentioned below:

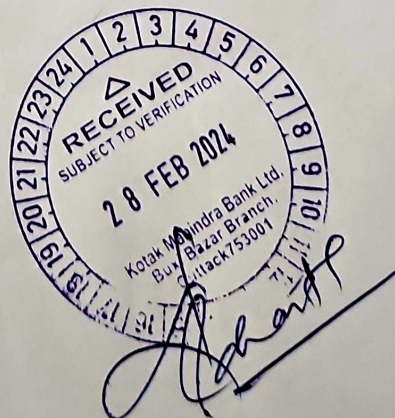
Beneficiary Account No.	7413125917
Beneficiary Account Name	Metro Garden Estate Private Limited-Operations A/c
Bank Name	Kotak Mahindra Bank
Branch	Buxibazar
IFSC	KKBK0007328
Amount (Rs)	6,10,000.00
Amount in Words	Rupees Six Lakh Ten Thousand Only

Please consider the current withdrawal request towards utilization of excess balances lying in the RERA Account basis certificates from project architect, engineer and practicing chartered accountant submitted earlier. We understand that submission of such certificates is currently applicable for the states of Chhattisgarh, Haryana, Maharashtra, Odisha, Punjab, Uttar Pradesh, and West Bengal.

We further understand that the transaction/withdrawal may not be processed by the Bank if the budgets from earlier submitted certificates are completely utilized. In that case, please consider our request on the basis of supporting documents attached to this request.

Yours truly,

METRO GARDEN ESTATE PVT. LTD.
For Promoter
Director
Authorized Signatory





METRO GARDEN ESTATE PVT. LTD.
REGD. OFFICE: "Metro Riverview Complex", Sunshine Field
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Tel. : (0671) 2415296/2417764, Fax : (0671) 2415296
Website : www.metrobuildersorissa.com
CIN No. : U01403OR2015PTC018825

To

Date: 18.03.2024

Kotak Mahindra Bank Ltd.

Subject: Withdrawal of Funds from RERA A/c -7413126099

Dear Sir,

We hereby instruct you to Debit our RERA Account No. -7413126099 and transfer basis details as mentioned below:

Beneficiary Account No.	7413125917
Beneficiary Account Name	METRO GARDEN ESTATE PRIVATE LIMITED-METRO UDAY - OPERATIONS
Bank Name	Kotak Mahindra Bank
Branch	Buxibazar
IFSC	KKBK0007328
Amount (Rs)	5,64,000.00
Amount in Words	Rupees Five Lakh Sixty Four Thousand Only

Please consider the current withdrawal request towards utilization of excess balances lying in the RERA Account basis certificates from project architect, engineer and practicing chartered accountant submitted earlier. We understand that submission of such certificates is currently applicable for the states of Chhattisgarh, Haryana, Maharashtra, Odisha, Punjab, Uttar Pradesh, and West Bengal.

We further understand that the transaction/withdrawal may not be processed by the Bank if the budgets from earlier submitted certificates are completely utilized. In that case, please consider our request on the basis of supporting documents attached to this request.

Yours truly,

For Promoter
For METRO GARDEN ESTATE PVT. LTD.

Director

Authorized Signatory

