



GOVT. OF ODISHA

54AA 425473

Agreement

This Memorandum of Agreement executed on this 01st day of December, 2021 at Cuttack.

BETWEEN

M/s. Metro Garden Estate Pvt. Ltd. (CIN no. **U01403OR2015PTC018825**), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Metro River View Complex, Sunshine Field (East), Kathajodi Ring Road, P.S.: Purighat, Town/District: Cuttack, represented by its Managing Director, (Ms.) Sofia Firdous, aged about 28 years, D/o Er. Mohammad Moquim, resident At: Saidani Bagicha, P.O: Tulsipur, P.S.: Lalbag, Town/District: Cuttack hereinafter referred to as **Developer/Promoter** of the Second Party (which expression shall unless excluded by or repugnant to the context be deemed to mean and includes its/her heirs, successors, assignees and representatives in interest) of the Party of the First Part.

For METRO GARDEN ESTATE PVT. LTD.

Managing Director

AND

Smt. Pramila Jena, aged about 50 years, D/o. Sri Sarbeswar Mohanty, W/o: Sri Babuli Jena, resident of Badatota, Belapada, Mouza: Kholadwar, P.S: Jatani, District- Khordha, Odisha (hereinafter referred as **Owner** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, assigns and representatives in interest) of the Party of the Second Part.

WHEREAS the Land Owner in deliberation with the Developer have entered into a Development Agreement with the Developer for construction of Apartment/Multi-storied building over the said land, whereby the Developer has agreed to construct and develop the complex. In pursuance of the **SIGNATURE ATTESTED** entered with the land owners, it was

NOTARY
NOTARY, CUTTACK TOWN
Regd. No-19 of 2012

Sl.No. 40212 Date 11/12/2021
Name nebulgany estate bill by
At puran...

Sa Sadaya


18 NOV 2021
Treasury Officer,
Cuttack


Smt. Snigdha Mohapatra
STAMP VENDOR
A.D. MARKET CUTTACK.

SIGNATURE ATTESTED

NOTI RAHMAN PATTANAIK
NOTARY, CUTTACK TOWN

mutually agreed between both by Land Owner and the Developer that the area sharing ratio of the developed land shall be in the ratio of 25:75. More particularly, the Second Party (Landowner) will be allocated 25% of the area, whereas the First Party Developer/Promoter will be allocated with the rest 75% of the area.

AND WHEREAS the aforesaid project shall be constructed entirely at the cost and finance to be arranged by the Developer and the same shall be developed in a phase wise manner within the specified period as per the Development Agreement (which will be considered as Construction completion date) from the date of obtaining registration certificate of the project from Odisha Real Estate Regulatory Authority (ORERA), upon receiving approval of the building plan by the Bhubaneswar Development Authority (BDA) and receipt of commencement certificate from the competent authorities.

AND WHEREAS the following units are allotted towards the Second Party Owner's share out of 84 numbers of total units/plots as agreed between the parties in terms of the said Share Allocation Agreement executed on 14/10/2019

Sl. No.	Plot/Unit No	Category	Area
1.	A-104	General	870 sft.
2.	B-404	General	870 sft.
3.	C-104	General	870 sft.
4.	C-202	General	860 sft.
5.	C-404	General	870 sft.
6.	D-103	General	870 sft.

Total Unit(s) : 06 nos.

Total (SBA) Area : 5210 sft.

Provisionary Covered Parking No. 22, 23, 24 & 25

That the Second Party (Owner) hereby gives consent to sell out units (1) A-104, (2) B-404 (3) C-202, (4) C-104, (5) C-404. (6) D-103 comprising total Area: 5210 Sq.ft. @ 2500/- rate per Sq.ft on his behalf.

In consideration of the terms hereby agreed upon, the Landowner(s) confers upon the Promoter/Developer right to transfer by way of absolute sale the above flats and assign the constructed space / flats in the proposed housing complex together with the interest in the land at such rate, as may be fixed /settled and on such terms and conditions as decided by the Developer/Promoter.

- Purchaser Agreement to Sale:** The First Party (Promoter/Developer) shall have the right to enter into agreement(s) with prospective purchasers of the above units to sell, transfer and assign the constructed Units/Flats in the proposed multi-storied buildings and the Land owner(s) shall not raise any objection for such transfer, assignment.
- Right to Sale of Property:** The First Party (Promoter/ Developer) shall have the right to receive from the intending purchasers, the earnest money, and/or take advance, consideration amount as in whole or part, besides other statutory dues, levies and charges (if applicable) as the case may be, for transferring allocation of built-up space / flats inclusive of interest in the land and to grant receipt(s) and execute such document(s) as may be deemed necessary and to present the same for registration before the competent authority/ies.

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 JYOTI RANJAN PATTANAIK
 NOTARY, CUTTACK TOWN
 Regd. No-19 of 2012

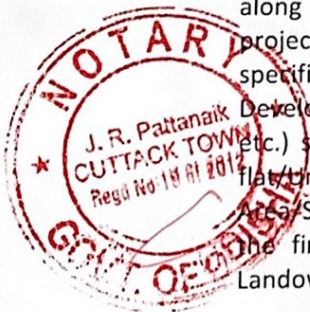
For METRO GARDEN ESTATE PVT. LTD.

Managing Director

12/06/2019



5. The Landowners hereby agree to ratify all acts/ deeds / things which the Promoter/Developer shall lawfully do within the scope of the powers conferred upon the Promoter/Developer under the terms & conditions of this Development agreement.
6. That the First party (Developer/promoter) shall have to hand over the possession of the above allocated plots in a fully complete and habitable stage as per the agreement to the First party after completion of the premises/project of the residential project in the name and style as "Metro 100 Acres - Ananta" based upon the plan approved by Bhubaneswar Development Authority, Bhubaneswar.
7. That the First Party (Developer/promoter) has a legal title to the land on which the development of the project is proposed or has a legal title to the land on which the development of the proposed project is to be carried out and a legally valid authentication of title of such land along with an authenticated copy of the agreement between Land owner and developer/promoter for development of the real estate project.
8. That the said land is free from all encumbrances.
9. **Statutory payment:** The First Party (Developer/ Promoter) and Second Party (Landowner) shall individually/separately be responsible/liable for any type of taxes, charges, rates, rents, cess, stamp duty and all direct/indirect taxation liability in future viz. Income Tax, GST or any other statutory payment (as may be applicable) including Common Area Maintenance charges, Corpus Fund, Security Deposit, Building protection deposit etc. in respect of their shares of Unit/s of the Project along with impartible undivided share of land & other Common facilities in the project. If the Landowner will not be able to pay any such amounts/ liabilities as specified above upon his/their shares of Unit/s to the concerned Authority or Developer/Promoter, then all such payments (GST, stamp-duty, any other charges etc.) shall be paid by the "Promoter" and shall be adjusted from the cost of the flat/unit(s) as mentioned above against the entitlement of Carpet Area/Built-up Area/ Super built-up-area of the party of the first part at the time of handing over of the final entitlement of Carpet Area/Built-up Area/ Super built-up-area to the Landowner/Party of the Second Part.
10. **TDS Deduction:** The Second Party Landowner is aware of the applicability of Tax Deduction at Source (TDS) with respect to the Units. Further, the Landowner is aware that the Promoter/Developer has to deduct the applicable TDS at the time of making of actual payment to credit of such sum to the account of the Landowner(s), whichever is earlier as per **Section 194-IA** in the Income Tax Act, 1961. Further, the Promoter/Developer shall submit the original TDS Certificate within the prescribed timelines mentioned in the **Income Tax Act, 1961**.
11. That, the statutory compliances and schedule of payment etc. of the proposed project shall be governed as per Odisha Real Estate Authority Act, 2016 and RERA Rules & Regulations.
12. That seventy per cent. of the amounts shall be released by the developer / promoter for the real estate project from the allottees/owner, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.



SIGNATURE ATTESTED

J. R. Pattanaik
 JYOTI RANJAN PATTANAIK
 NOTARY, CUTTACK TOWN
 Regd. No-19 of 2012

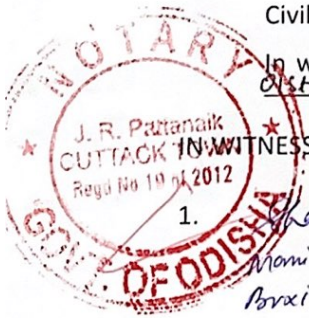
For METRO GARDEN ESTATE PVT. LTD.

Managing Director

[Handwritten Signature]

13. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn by the promoter in proportion to the percentage of completion of the project.
14. That the amounts from the separate account shall be withdrawn by the developer/promoter after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
15. That the First Party developer/promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
16. That the First Party developer/promoter shall take all the pending approvals on time, from the competent authorities.
17. That the First Party developer/promoter has to furnish such other documents as have been prescribed by the RERA Act and the rules and regulations made thereunder.
18. That the First Party developer/promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.
19. That Second Party (Owner) shall not claim any extra amount/area rather than the stipulated amount/area as per this agreement. Any extra amount / advance taken, shall be adjusted against the above share.
20. That if any dispute arises the matter shall be adjudicated within the jurisdiction of Civil court Cuttack only.

In witness whereof the Parties here to have signed this deed of Agreement on this 01st day of December 2021 at Cuttack.



WITNESSES:

1. Harilal Khan
Momi Sahu Chalk
Borxi Bazar Cuttack.

2. Lk Sadejal
Jangha Bazar
Balakrushna Road

For METRO GARDEN ESTATE PVT, LTD.

[Signature]
Managing Director

Signature of the Developer/Promoter:
Party of the First Part

[Signature]

Signature of the Land Owner:
Party of the Second Part

SIGNATURE ATTESTED

[Signature]
JYOTI RANJAN PATTANAIK
NOTARY, CUTTACK TOWN
Regd. No-19 of 2012