# [See rule 8 (1)] AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this \_\_\_\_\_ day of

## By and Between

M/S Gajalaxmi Construction Private Limited, (CIN No-U45200OR2012PTC015617), a Company incorporated under the provisions of the Companies Act 1956, having it's registered Office at Plot No-319, Nuagaon Muncipallity Road Po- Sisupalgarh Ps-Dhauli, Bhubaneswar, Dist-Khurdha, Odisha, Pin-751002 (PAN No-) represented by its authorized signatory Sri Srikanta Kumr Mohanty, (Aadhaar No-9653 9683 9095aged about 43 years S/O-Sri Ratnakar Mohanty, authorized vide board resolution dated 08.12.2023hereinafter 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

**Sri** \_\_\_\_\_\_, aged about \_\_\_\_\_ years, having Aadhaar No. \_\_\_\_\_and PAN No-\_\_\_\_and Contact No-\_\_\_\_**S/O-**\_\_\_\_\_, resident of \_\_\_\_\_\_, 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).

GAJALAXMI CONSTRUCTION PVT. LTD. Speikunter Ky Muhun Managing Director

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

## WHEREAS:

A. Sri Prafulla Kumar Senapati Akshya Kumar Senapati Bijaya Kumar Senapati Ajaya Kumar Senapati,all are sons of <u>late Dhaneswar Senapati</u> at//Po- Kuha, Dist- Khurda and Sri Sabyasachi Senapati son of Sarangadhar Senapati at/po-Kuha, Dist- Khurda, Odisha **("Owners")** are the absolute and lawful owner of totally measuring 8518.63sqm &424.92sqm and 930.78 Square meters situated at Mouza-kuha in Tahasil-Jatni District-Khurda ("**Said Land**").Kisam-Gharabari and ROR in the name of owner. The Owners & the promoter have entered into a development agreement dated-1.2.2021 and23.8.2023 registered as document No-1122305052and registered G.P.A. bearing Document No-11122100639, dated-29.01.2021, AND GPA No,1112230505 dated 23.08,2023 at the office of the District Sub Registrar, Jatni.

B. The Said Land is earmarked for the purpose of plotted development of project, comprising scheme and the said project shall be known as "Gajalaxmi Dreams".

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

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 Bhubaneswar Development Authority (BDA) has granted the commencement certificate to develop the Project *vide* approval dated **05.12.2023** bearing No-53409).

E. The Promoter has obtained the final layout plan approvals for the Project from Bhubaneswar 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 **Bhubaneswar** on \_\_\_\_\_\_ under registration No.-\_\_\_\_\_.;

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G. The Allottee had applied for a sub-plot in the Project vide application no. \_\_\_\_\_\_ dated \_\_\_\_\_\_ and has been allotted Sub-Plot no. \_\_\_\_\_\_ having area of \_\_\_\_\_\_ square feet, or \_\_\_\_\_\_ square metre ("Plot") as permissible under the applicable law and of undivided interest in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);

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;

I. 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;

J. 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;

K. 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 hereby agrees to purchase the plot.

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 and the Allottee hereby agrees to purchase, the plot as specified in para G;

 1.2
 The Total Price for the Plot based on the carpet area is Rs\_\_\_\_\_\_

 (Rupees\_\_\_\_\_\_ only ("Total Price")

Layout Plot No.:	Rate of plot per Square feet
Khata No	Rs /- (Rupees Only)
Composite Revenue Plot &	
Khata No.:	
Area :	
GAJALAXMI CONSTRUCTION PVT. LTD.	)
Speakunter Ky Muhunty Managing Director	
Managing Director 0	

Total Cost of Plot	Rs	/- (Rupees	Only)
Total Price	Rs	/- (Rupees	Only)

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the plot ;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the promoter by way of Goods and Services Tax, Cess and such other taxes which may be levied in connection with the construction of the project payble by the promoter) up to the date of handing over the possession of the plot to the allottee and the project to the association of the allottees or the competent authority as the case may be after obtaining the occupancy certificate/completion certificate. Provided that if there is any imposition or increase of development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the provisions of the Act, the same shall not be charged from the allottee.

1.3 The Total Price is escalation-free, save and except increases which the Allottee 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 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 the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_\_% 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, once granted to an Allottee by the Promoter.

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and amenities described therein in

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1.6 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the plot as mentioned below:

(i) The Allottee shall have exclusive ownership of the plot;

(ii) The Allottee shall also have undivided interest in the Common Areas. Where the interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

(iia) The promoter shall hand over the common areas to the association of allottees after duly obtaining the occupancy certificate from the Competent Authority as provided in the Act;"

(iii) That the computation of the price of the plot includes recovery of price of land, the Common Areas, external development charges,

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his plot, as the case may be.

- 1.7 It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.8 Omitted by Gazette *Notification No-2657 dt 12.09.2022*.
- 1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost registration cost, 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 outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings 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.

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1.10 The Allottee has paid a sum of **Rs**-\_\_\_\_ /- (Rupees-\_\_\_\_ Only) as booking amount or advance amount being part payment towards the Total Price of the plot the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the 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 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 the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **M/S-Gajalaxmi Construction Pvt. Ltd** (State Bank of India, Branch, Bhubaneswar having MICR code No- IFSC:Collection Current A/C. No-payable at Bhubaneswar.

#### 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, 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 thereunder 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 Regulations of the Reserve Bank of India or any other applicable law. The Allottee 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 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 shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any

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under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said plot 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 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

## 5. TIME IS ESSENCE

5.1The promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [plot] to the Allottee and the common areas to the association of the allottees or the Competent Authority, as the case may be.

# 6. Development OF THE PROJECT

The Allottee has seen proposed layout plan, specifications, amenities and facilities of the [plot] and accepted the payment plan and the specification, amenities and facilities [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, amenities and facilities. 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 Bhubaneswar Devlopment authority and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act,.

# 7. POSSESSION OF THE PLOT

7.1 Schedule for possession of the said plot: The Promoter agrees and understands that timely delivery of possession of the plot to the Allottee and the common areas to the association of allottees or the Competent Authority, as the case may be is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the plot by**31/12/2026**, 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 project GNALAXMI CONSTRUCTION PVT. LTD.

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**Gajalaxmi Dreams**("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms 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 the entire amount received by the Promoter from the allotment within 60days from that date and the promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancycertificate\* from the competent authority shall offer in writing the possession of the plot, to the Allottee in terms of this Agreement to be taken within Two months from the date of issue of such occupancy certificate. Provided that. In the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of such occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession agree(s) to pay the maintenance charges as determined by the Promoter/association of the allottees, as the case may be, after the issuance of the occupancy certificate for the project. The promoter shall handover the occupancy certificate of the plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take Possession of plot**: Upon receiving awritten intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the plot 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 plot to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee** - After obtaining the occupancy certificate\* and handingover physical possession of the plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, GAJALAXMI CONSTRUCTION PVT. LTD.

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including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the Competent Authority, as the case may be, within thirty days after obtaining the occupancy certificate.

7.5 **Cancellation by Allottee** –The Allottee shall have the right to cancel/withdraw hisallotment in the Project as provided in the Act:

Provided that where the allottee 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 allottee. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

# 7.6 **Compensation** –

The Promoter shall compensate the Allottee 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 interest and 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 plot

(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 demand to the allottees, in case the Allottee 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 plot, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

## 8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows:

(i) The Promoter has absolute, clear and marketable title with respect to the GAJALAXMI CONSTRUCTION PVT. LTD. Spectrum for Ky Muhunty Managing Director 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;

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the plot

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land 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, and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee 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 plot which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said plot to the Allottee 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 plot to the Allottee and the common areas to the Association of the Allottees;

(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 GAJALAXMI CONSTRUCTION PVT. LTD. Spectrum for Ky Muhun W Managing Director 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 till the occupancy certificate has been issued and possession of plot as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the Competent Authority, as the case may be,

(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 in possession of the plot to the Allottee within the time period specified. For the purpose of this clause, 'ready to possession' 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 thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) The Allottee 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 under any head whatsoever towards the purchase of the plot along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

(iii) The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(ii) In case the Allottee fails to make payments made by the Promoter as per the agreement annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate

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specified in the Rules.

(iii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (Two) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the plot in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

# 10. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES Omitted by Gazette *Notification No-*2657 dt 12.09.2022.

**11. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE** The Parties area entering into this Agreement for the allotment of plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

# 12. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the plot 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 who has taken or agreed to take suchplot.

# 13. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 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 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

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Allottee 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 shall be treated as cancelled and all sums deposited by the Allottee in connection therewith amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **14. 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 plot as the case may be.

## **15. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

# 16. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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 Allottees of theplot, in case of a transfer, as the said obligations go along with the plot for all intents and purposes.

## **17. 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, in 15 days after the Agreement is duly executed by the Allottee 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 Bhubaneswar.

## **18. NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Name of Allottee	, Allottee Address
GAJALAXMI CONSTRUCTION PVT. LTD. Sreducentar Ky Muhunty Managing Director	
Managing Director	

Promoter name –**M/S Gajalaxmi construction Private Limited**. Represented through it's Managing director Sri.Srikanta kumar mohanty, Promoter Address-Plot No-319.Nuagaon Muncipallity Road Po-sisupalgarh Ps-Dhauli Dist Khurdha, Odisha, Pin-751002.

It shall be the duty of the Allottee 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, as the case may be.

#### **19. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name 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 Allottees.

#### **20. 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 Acts, rules and regulations made thereunder including other applicable laws of India for the time being in force.

## **21. 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 amicablyby mutual discussion**, failing which the same shall be settled through the adjudicating officer appointed under the Act or through an arbitrator under Arbitration & Conciliation Act, 1996 appointed by the promoter. [*Please insert any other terms and conditions as per the contractual understandingbetween the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]* 

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Bhubaneswar in the presence of attesting witness, signing as such on the day first above written.

GAJALAXMI CONSTRUCTION PVT. LTD. Spectrumter Ky Muhun Managing Director

## SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:-

At – Bhubaneswar **on** \_\_\_\_, \_\_\_\_ **20**\_\_\_ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter:-

1.Signature -Name –

Address-

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

2.Signature -Name – Address-

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE PLOT

## **SCHEDULE OF PROPERTY**

District-Khurda, Tahasil-Jatni, Thana-Airfield, Thana No-51, under Tahasil Jatni, Mouza- **Kuha**, , KhataNo.377/265, PlotNO- 49, area Ac 2.105 decimal AND KhataNo.377/817, PlotNO- 45, area Ac0.230 decimal ANDKhataNo.377/926, PlotNO- 44, areaAc0.105 decimal. Kisam-Gharabari,

Project Boundary of the Plot:-North South:-East;-West;-GAJALAXMI CONSTRUCTION PVT. LTD. Science for Ky Muhunfy Managing Director

# SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE

# **Schedule of Payment**

Description	
Initial Booking Amount	10% of the Amount.
Before regestration	Full payment.

\* or such other certificate by whatever name called issued by the competent authority.

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