

**AGREEMENT FOR THE SALE**

This Agreement for sale (“Agreement”) executed on this day of .....

**M/s ADISMARAN LIFESTYLES PROPERTIES PVT. LTD.** CIN No. U45309OR2021PTC36729, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Flat No.201, Gopal Residency, K-2, B.J.B. Nagar, Bhubaneswar-14 (PAN - AAVCA3409M), represented by its Director Mr Shambhunath Pati (Aadhar No. 244485530968),DIN No: 00496356, Mob No-9937199010 aged about 52 years, son of Late Sarat Chandra Pati by Caste : Brahmin, by Profession : Business (hereinafter called the “Builder/Developer/promoter”), (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor –in-interest,executors, administrators andpermitted assignees).

**AND**

....., aged about .....years,( Aadhar No.....), S/o. ...., by Caste- ....., Religion- ....., by profession –....., resident of ..... (here-in-after called as “**PURCHASER**” which expression shall mean and include his/her legal heirs, successors, executors, administrators and assigns) of the (PAN-.....) Mob No-.....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).

**WHREAS:**

- A. The Promoter is the Power of attorney holder of the scheduled land, power taken from the land Owner Tapaswini Sahu, W/o- Tusharkanti Sahu, vide GPA No-1132107466, Dt-17/08/2021, and Plot No. 665/2190 & Khata No-611/1272, corresponding to Khata No. 611/163 Plot No. 665/2190 Mouza:- Chandrasekharpur, Tahsil:- Bhubaneswar Dist:- Khurda, area- Ac.0.453 decimals (“said Land”).
- B. The said Land is earmarked for the purpose of building a residential Apartment project, comprising S+4 storied Residential Apartment buildings and the said project shall be known as “ADITYA ASHRAYA”.
- 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 Municipal Corporation (BMC), Bhubaneswar has granted the commencement certificate to develop the project vide approval Letter No. ANB/4458/2022, dated 16-07-2022 bearing no.ANB210949.
- E. The promoter has obtained the final layout plan approvals for the project from Bhubaneswar Municipal Corporation (BMC), Bhubaneswar. The Promoter agrees and undertakes that shall
- F. not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G. The Promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at Bhubaneswar on .....under registration no. ....

H. The Allottee had applied for a Flat/Unit in the Residential Apartment Project vide Application No.MIPL/MT..... dated .....and has been allotted a Flat No-..... having Carpet Area of ..... square feet, type.....ON .....floor in “ADITYA ASHRAYA” along with Four Wheeler Parking space –No.....admeasuring ..... square feet in the Stilt Floor as permissible under the applicable law and of prorate share in the common area 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 and Parking 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;

I. The parties hereby confirm that they are signing this Agreement with full knowledge of all the law, 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 flat along with the Four Wheeler Parking space on stilt Floor of the said Apartment 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 condition as detailed in this Agreement , the promoter agrees to sell to the Allottee and the allottee hereby agree to purchase, the flat as specified in Para G;

**1.2** The Total Price for the flat based on the carpet area is Rs.....

**Detail Price of the Flat:-**

Cost of the Flat -.....sqft (Carpet Area) @ Rs....= Rs. ....../-

GST 5 % = Rs....../-

**TOTAL PRICE =Rs. ....../-**

Flat No. .... in “ADITYA ASHRAYA”

Type- ... BHK

Floor—Floor

Four Wheeler Parking space. No..... on stilt Floor.

Explanation:

(i) The total price above includes the booking amount paid by the allottee to the promoter towards the Flat;

(ii) The total price above includes Taxes (consisting of tax paid or payable by the promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the project shall be paid by the allottee to the promoter) up to the date of handing over the possession of the Flat provided that in case there is any change/modification in the taxes, Cess or any other similar taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification/notification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as started in (ii) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee 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 the flat include : 1) pro rata share in common area ; and 2) Four Wheeler Parking space (s) as provided in the agreement;

**1.3** The Total price is escalation-free, save and except increase which the Allottee hereby agrees .To pay, due to increase on account of GST or any other taxes or Cess levied by the Govt and development charges payable to the competent authority/ or any other increase in charge 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 GST or any other taxes / Cess/ development 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 Allottee shall make the payment as per the payment plan set out in **Schedule C**.

**1.5** It is agreed that the promoter shall not make any additions and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein respect to the Flat without the written consent of the Allottee. Provided that the promoter may make such minor addition or alterations as may be required by the Allottee, or such minor changes or alterations as per the provision of the Act.

**1.6** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the 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 excess money paid by the allottee within 45 days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area allotted to the allottee, the promoter shall demand that 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 of the carpet area as agreed in clause 1.2 of this Agreement.

**1.7** Subject to the Clause 9.3 the promoter agrees and acknowledges, the allottee shall have the right to the Flat as mentioned below:

(i) The Allottee shall have exclusive ownership of the Flat/Unit;

(ii) The Allottee shall also have undivided proportionate share in the common area since the share / interest of Allottee in common area is undivided and cannot be divided or separated, the allottee shall use the common area along with other occupants, without causing any inconvenience or hindrance to them. further the right of the allottee to use the common area

shall always be subject to the timely payment of maintenance charges or other charges as applicable it is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of the allottee as provided in the act.

(iii) That the computation of the price of the flat includes recovery of price of land, construction of not only the flat but also the common area, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common area etc. and includes cost for providing all other facilities as provided within the project.

**1.8** It is made clear by the Promoter and the allottee agrees that the flat along with Four Wheeler Parking space shall be treated as single indivisible unit for all purpose. 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. It is clarified that Project facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

**1.9** It is understood by the allottee that all other area and area(s) and facilities falling outside the Project, namely “ADITYA ASHRAYA” shall not form a part of the declaration to be filed with concerned Development Authority/Regional Improvement Trust/Special Planning Authority. Bhubaneswar Municipal Corporation (BMC), Bhubaneswar to be filed in accordance with the Odisha Development Authorities Act, 1982.

**1.10** The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the allottee, which it has collected from the allottee, for the payment of outgoings (Including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgage or other encumbrances and such other liabilities payable to competent authorities, banks and financial institution, which are related to project). If the Promoter fails to pay all or any of the outgoing collected by it from the allottee or any liability, mortgage loan interest thereon before transferring the apartment to the allottee, the promoter agree 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.

**1.11** The Allottee has paid a sum of **Rs...../- (Rupees .....Only)** only as booking amount being a part payment towards the total Price of the flat at the time of application the receipt of which the Promoter hereby acknowledges and the Promoter shall issue the money receipt in respect of the balance amount as and when received from the allottee against the said flat at the time of Registration.

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 and the promoter abiding by the construction milestones, the allottee shall make all payments, on demand by the promoter, within the stipulated time as mentioned in the payment planned through Cheque/Demand Draft/ online payments or any other method (as applicable in favor of M/s ADISMARAN LIFESTYLES PROPERTIES PVT. LTD. “ADITYA ASHRAYA” 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 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 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 the 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 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 Flat/Unit 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**

5.1 Time is the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project & handing over the flat to the Allottee and the common areas to the association of the allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues. Payable by him/her and to meet 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 has seen the specifications of the Flat/Unit and accepted the Payment Plan, floor plan, layout plans [annexed along with this Agreement] which has been approved by 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 term 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-law, FAR and density norms and provisions prescribed by the Orissa Development Authorities Act.,1982 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under Act, and breach of this term by the promoter shall constitute a material breach of Agreement.

## **7. POSSESSION OF THE APARTMENT/PLOT**

**7.1 Schedule for possession of the said flat:** The Promoter agrees and understands that timely delivery of possession of the flat is the essence of this Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the flat on or before ....., unless there is a 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 condition then the allottee agree that the Promoter shall be entitled to the extension of time for delivery of possession of the flat 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 become impossible for the promoter to implement the project due to force Majeure conditions, then this allotment shall stand terminated and Promoter shall refund to the Allottee 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, Allottee agree 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 occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the flat to the Allottee 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 flat to the Allottee. The Promoter agrees and undertakes indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee as the case may be. The promoters on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate/completion certificate of the Project.

**7.3 Failure of Allottee to take Possession of flat:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the flat 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 flat 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/ completion certificate and handing over physical possession of the Flat/Unit to the Allottee, 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 or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by Allottees** - The Allottee shall have the right to cancel/withdrawn his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdrawn 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 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 the 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 flat (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 allottee, 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 flat, 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 does not intend to withdraw from the project, the Promoter shall pay Allottee Interest at the rate specified in the rules for every month of delay, till the handing over the possession of the Flat/Unit.

## **8. REPRESENTATION 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 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 right 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 right, title, interest and name of the party in or over such land.
- (iv) There is no litigation pending before any court of law with respect to the said land, project or the Apartment.
- (v) All approvals, license and permits issued by the competent authorities with respect to the property 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 law in relation to the project, said land, Building and apartment and common area.
- (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 Flat/Unit 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 flat 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 flat to the Allottee and the common areas after formation of the Association of the Allottee.
- (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, rate, charges, taxes 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 event:

- (i) Promoter fails to provide ready to move in possession of the Flat/Unit to the Allottee 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 is entitled to the following.

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

9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events.

- (i) In case the Allottee fails to make the payment for consecutive demands made by the Promoter as per the Payment Plan 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 specified in the Rules.
- (ii) In case of default by Allottee under the condition listed above continued for a period beyond three consecutive months after notice from the Promoter in this regards, the promoter shall cancel the allotment of the flat in favor of the Allottee and refund the amount of money paid by the allottee after deducting the booking amount and the interest liabilities within 3 months of such cancellation 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 flat under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat/Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate or completion certificate. However, in case the Allottee 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 authorize 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 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 up to two months from the date of possession of the said flat or till the formation of the association of the allottees whichever is earlier. If the association of the allottees is not formed due to any reason within the above mentioned period of two months, in that case the allottee shall pay an amount of Rs ...../- per month to the promoter for the maintenance of essential services of the project until the association of allottees is formed.

#### **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 with in a period of 5 (five) years by the Allottee 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 Promoters failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

#### **13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.**

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

#### **14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency /of allottee shall have rights of unrestricted access of all common areas, Four Wheeler Parking space for providing necessary maintenance services and the Allottee agrees to permit the association of allottee and/or maintenance agency to enter into the flat 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 stilt and services areas, if any, as located within the (ADITYA ASHRAYA), shall be earmarked for purposes such as parking space 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 space , and the same shall be reserved for use by the association of allottee formed by the Allottee for rendering maintenance services.

**16.GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above ,the Allottee shall, after taking possession ,be solely responsible to maintain

the flat at his /her own cost, in good repair and condition and shall not do or to be done anything in or to the Building, or the flat, 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 flat and keep the flat, 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 further undertakes assures and guarantees that he/she would not put any signboard /name plate, neon light, publicity materials or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Project, buildings therein or common area. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carryout any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible good in the flat or place any heavy material in the common passages or staircase of the Building. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter and thereafter the association of Allottee and/or maintenance agency appointed by association of allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **17. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a flat with the full knowledge of all laws, rules, regulations, notifications, applicable to the Project in general and this project in particular. That the Allottee 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 flat, all the requirements, requisitions, demands, and repairs which are required by any competent Authority in respect of the Flat/Unit 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 execute this Agreement he shall not mortgage or create a charge on the flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the being in force, such mortgage or charges shall not affect the right and interest of the Allottee who has taken or agreed to take such flat.

#### **20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)**

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the Odisha Apartment Ownership (Amendment) Act, 2015. The Promoter showing compliance of various laws/regulations as applicable in showing compliance of various laws/regulations as applicable in Orissa Development Authority Act. 1982.

#### **21. 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 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-register as and when intimated by the promoter. if the Allottee(S) fails to execute and deliver to the Promoter this Agreement within 30days (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Register for its registration as and when intimated by the Promoter , then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **22. ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitute 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, agreements whether written or oral, if any, between the Parties in regard to the apartment / Flat/building, as the case may be.

## **23. RIGHT TO AMEND**

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

## **24. 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 Allottee of the flat, in case of a transfer, as the said obligations go along with the Flat/Unit for all intents and purpose.

## **25. WAIVER NOT A LIMITATION TO ENFORCE**

25.1 The Promoter may, as its sole option and discretion, without prejudice to its rights as set out in this Agreement; waive the breach by the Allottee is 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 that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the Provision 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 the Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project, the same shall be the proportion which the carpet area of the flat bears to the total carpet area of all the flats 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 provision 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, in 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-Register. Hence this Agreement shall be deemed to have been executed at Bhubaneswar court.

**30. NOTICES**

That all notices to be served on the allottee and to 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 address specified below:

.....  
.....

Mr. Shambhunath Pati, Flat No.201, Gopal Residency, K-2, B.J.B. Nagar, Bhubaneswar-14 (Odisha).

It shall be the duty of the allottee and the promoter to inform each other of any changes in address subsequent to the execution of this agreement in the above address by the registered post falling which all communication and letter posted at the above address shall be deemed to have been received by the promoter or the allottee, as the case may be.

**31. JOINT ALLOTEE**

That in case they are joint allottee all communication shall be send by the promoter to the allottee whose name appears first and at the address given by him/her which shall for all intense and propose to consider as properly served on all the allottee.

**32. GOVERNIG LAW:**

That the rights and obligation of the parties under or arise out of this agreement shall be construed and enforced in accordance with the laws of India for the time being enforce.

**33. DISPUTE RESOLUTION:**

All or any dispute arising out or touching open or in relation to the term and condition of this agreement, including the interpretation and validity of the terms thereof and the respective rights and obligation 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.

[Please insert any other terms and condition as per the contractual understanding between 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 there under.

IN WITNESS WHEREOF parties herein above named have 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.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee :

.....

At Bhubaneswar on ..... in the presence of :

Promoter :

**MR. SHAMBHUNATH PATI**

(Director)

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE “A”**

District – Khurda, Tahasil – Bhubaneswar, P.S. – Chandrasekharpur, under the Jurisdiction of District Sub-Registrar, Khurda at Bhubaneswar. Mouza – Chandrasekharpur, Plot No. **665/2190 & Khata No-611/1272, corresponding to Khata No. 611/163 Plot No. 665/2190**, area Ac.0.453 decimals, Gharabari.

**SCHEDULE “B”**

FLAT NO :.....  
FLOOR :.....  
TYPE : ..... BHK  
CARPET AREA :..... Sqft

Bounded By:

North: .....

South: .....

East :.....

West :.....

**SCHEDULE “C” PAYMENT PLAN BY THE ALLOTTEE**

<b>Description</b>	<b>Percentage (%)</b>	<b>Amount (Rs.)</b>	<b>GST 5%</b>
On Booking	10%		
On Execution of Agreement(within 30 <sup>th</sup> days of Booking)	10%		
On Completion of Foundation	15%		
On Completion of Stilt floor Roof casting	15%		
On Completion of Roof slab for Respective Floor	15%		
On Completion of Brick work for Respective Flat	15%		
On Completion of Flooring for respective flat	15%		
On completion or possession witch ever is earlier	05%		
<b>Grand Total</b>	<b>100%</b>		

Excluding Registration cost