

भारतीय गैर न्यायिक

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रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL



ओडिशा ODISHA

Before the Notary Public, Bhubaneswar

SAMARENDRA SAHOO 62AA 888236
NOTARY, BHUBANESWAR
GOVT. OF ODISHA, INDIA
REGD. No.- 22/08
MOBILE: 9437277738

Affidavit

I Sri Srikanta Mohapatra, Managing Director of Susritam Builders and Developers Pvt. Ltd. having its office at Plot No.297/2484, Ground floor of "SUSHREE INTERNATIONAL GUEST HOUSE", Lane-1, Kalyani Nagar, Patrapada, Bhubaneswar, Dist: Khorda is constructing an Apartment over revenue plot No. 1153/3347 at Mouza: Ghangapatana, Tahasil: Bhubaneswar, Dist: Khurda Named after "SUSHREE PARADISE" for which I have received the BDA approval letter No. BNB/5073/2023, Bhubaneswar dtd.07.02.2023 and again applied for ORERA Registration for which we give undertaking in form of "AFFIDAVIT" to adhere all the norms stipulated by ORERA and further adhere to adopt agreement for sale format as per rule-8(1) of ORE (R & D) Rules, 2017 and amended 2022 and the format of the same stating all relevant details is also enclosed herewith

That, the facts stated above are true to the best of my knowledge & belief.

Enclosed:

COPY OF AGREEMENT FOR SALE AS PER RULE -8(1) OF ORE (R & D) RULES, 2017 and amended 2022

Identified by me

Advocate, Bhubaneswar

For Susritam Builders & Developers Pvt. Ltd.

S. Mohapatra
Managing Director

Deponent

S. Sahoo
SAMARENDRA SAHOO
NOTARY, BHUBANESWAR
GOVT. OF ODISHA, INDIA
REGD. No.- 22/08
MOBILE: 9437277738

AGREEMENT FOR SALE

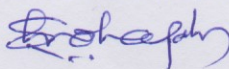
This Agreement for Sale ("**Agreement**") executed on this _____ day of February, 2023,

By and Between

SUSRITAM BUILDERS AND DEVELOPERS PRIVATE LIMITED, (CIN No. U45309OR2016PTC025888 of 2016-2017), a Company incorporated under the provisions of the Companies Act, 2013, having its registered office at Plot No.297/2484, Ground floor of " SUSHREE INTERNATIONAL GUEST HOUSE", Lane-1, Kalyani Nagar, Patrapada, Bhubaneswar, Dist: Khorda, (PAN - **AAXCS6558B**), represented by its Managing Director **MR. SRIKANTA MOHAPATRA**, (PAN - ABDPM4885B), (Aadhar No419047952669) aged about 53 years, S/o. Late Muralidhara Mohapatra, by caste - Khandayata, by profession - Business, authorized vide board resolution dated 21st October 2016, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors administrators and permitted assignees) of the **FIRST PART**;

(Mobile No.-+91 94 37006300)

For Susritam Builders & Developers Pvt. Ltd.



Managing Director

AND

Sri, aged about years, S/o-,
Aadhaar No.-, PAN-....., by profession-, by caste-
....., Resident At/Po-, Odisha, hereinafter called the
"Allottee" (which expression shall unless repugnant to the context or meaning thereof be
deemed to mean and include his heirs, executors, administrators, successors-in-interest and
permitted assignees) as the party of the **Second Part. (Mobile No.- +91**).

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

WHEREAS:

A (i). Susritam Builders and Developers Private Limited, Represented by its Managing Director Sri Srikanta Mohapatra(Owner) (PAN – ABDPM4885B), (Aadhar No419047952669), aged about 53 years, S/o. Late Muralidhara Mohapatra, Resident of S-3/126, Niladrivihar, Po: Sailashree Vihar, Chandrasekharpur, Bhubaneswar – 751021 Odisha, Mobile No. +91 943 7006300, is the absolute and lawful owner of Khata No. 512/4281, Plot No. 1153/3347, Area Ac. 0.540 decimals, full plot in Mouza- Ghangapatana, Tahasil- Bhubaneswar, Dist. Khurdha, Odisha vide Sale Deed I.D. No.1132102252 and Document No.11132102102, dated 22.02.2021 registered in the office of Sub-Registrar, Khandagiri, Bhubaneswar and the said Susritam Builders and Developers Private Limited, Represented by its Managing Director Sri Srikanta Mohapatra mutaed/recorded the said property in its name in the Govt. Records vide mutation case No. 84812021 and " PATTA" (Record of Rights) has been issued in the name of said Susritam Builders and Developers Private Limited, Represented by its Managing Director Sri Srikanta Mohapatra, in Correction Khata No. 512/4537, plot No.1153/3347

B. The Said Land is earmarked for the purpose of building a residential project, comprising **B+S+12** multistoried apartment buildings and the said project shall be known as "**SUSHREE PARADISE**", Ghangapatana, Bhubaneswar.

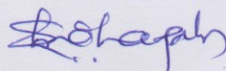
Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

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 07/02/2023 bearing no.- BNB/5073/2023**, Bhubaneswar.

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For Susritam Builders & Developers Pvt. Ltd.



Managing Director

E. The Promoter has obtained the final layout plan approvals for the Project from Bhubaneswar Development Authority (BDA), 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 applied for registered the Apartment under the provisions of the Act with the Real Estate Regulatory Authority at..... on..... under application of registration no.....

G. The Allottee had applied for an apartment in the Project *vide application dated.....* and has been allotted apartment **Flat bearing no.-**, having carpet area of square feet, Balcony area sq.ft. and super built up area of sq.ft, type BHK, on floor in ("Building") along with garage/closed parking no....., as permissible under the applicable law and undivided interest 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;

I.

[Please enter any additional disclosures/details]

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 hereby agrees to purchase the Apartment, undivided interest in the common areas and the garage/closed parking (if applicable) as specified in Para G;

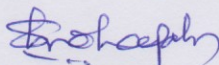
NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Para G;

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For Susritam Builders & Developers Pvt. Ltd.



Managing Director

- 1.2. (a) The Total Price for the Apartment based on the carpet area is **Rs...../- (Rupees Only)**, for the Said Apartment with
(b) GST of **Rs...../-(Rupees only)** to be demanded along with installments as per the payment plan.

Block No:

Flat No. :

Type. : BHK

Floor No. :

Carpet Area: sq.ft.

Super Built-up Area- sq.ft.

Balcony Area: sq.ft.

AND] [if/as applicable]

Garage/Closed parking - 1

Price for 1: NA

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee 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 Goods and Services Tax, Cess and such other 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 to the allottee and the project to the association of allottees or the Competent Authority, as the case may be, after obtaining the occupancy certificate:
Provided that in case there is any change or modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased or reduced based on such change or modification;

Provided further that if there is any increase in the taxes 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;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as demanded by the Promoter within the time and in the manner specified therein. 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 Apartment includes: 1) undivided interest in the Common Areas; and 2) Garage/closed parking(s) as provided in the Agreement.

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.

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.

1.4. 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 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.

1.6. 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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7. 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 the excess money paid by Allottee within forty-five 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 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 as agreed in Clause 1.2 of this Agreement.

1.8. Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (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.
- (iii) 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 Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per clause 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

1.9. It is made clear by the Promoter and the Allottee 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10. The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, 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.

1.11. The Allottee has paid a sum of **Rs. xxxxxx/- (xxxxxxxxxxxxxxxxxxxxxx)**, by **Cheque No....., on dtd., drawn on Bank**, 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 hereby agrees to pay the remaining price of the Apartment 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.

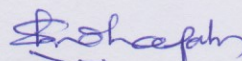
2. MODE OF PAYMENT

Subject to the terms of the Agreement 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 Plan through /demand draft or online payment (as applicable) in favour of '**M/s Susritam Builders and Developers Private Limited- SUSHREE PARADISE, payable at Bhubaneswar. A/c No.- 41685227085, SBI, Main Branch, Bhubaneswar. IFSC.- SBIN0000041.**

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 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 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

For Susritam Builders & Developers Pvt. Ltd.


Managing Director

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

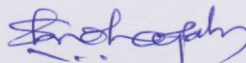
5.1 The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the Competent Authority, as the case may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

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, 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, floor plans, specification, 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 **Planning and Building Standards Regulations of concerned local planning authority***[Please insert the relevant State laws]* 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

7.1 **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment 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 Apartment to the allottee and the common areas to the association of allottees or the Competent Authority, as the case may be, on **dt.....**, 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 agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the Competent Authority, as the case may be, 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 45 days 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 occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, 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 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 apartment, 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 Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee 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. 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.

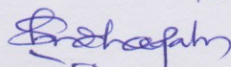
7.4 Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees 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 hand over 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 his allotment 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 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.

For Susritam Builders & Developers Pvt. Ltd.



Managing Director

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 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 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 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 does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till handing over of the possession, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.”.

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 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 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 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 Apartment 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 Apartment 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 Apartment 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 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 apartment, plot or building, 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 ready to move in possession of the Apartment 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 thereunder.

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 be required to make the next payment without any interest; or

(ii) 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 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 does not intend to withdraw from the project or terminate the Agreement, he 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 which shall be paid by the Promoter to the allottee within forty- five days of it becoming due.

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 payments 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 continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and t 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. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of Total Price of the Apartment as per clause 1.2 under the Agreement from the Allottee, shall execute a registered conveyance deed and convey the title of the Apartment together with undivided interest in the common areas and separately

convey undivided proportionate title in the Common Areas to the association of Allottees or Competent Authority as the case may be, within three months from the date of issuance of the occupancy certificate, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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 upon the issuance of the occupancy certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

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 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's 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.

14. USAGE

Use of Basement/Stilt floor and Service Areas: The basement(s)/stilt floor and service areas, if any, as located within the "**SUSHREE PARADISE**", 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 allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee 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 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 / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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 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 shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTION

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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act.

18. 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 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 such Apartment.

19. LAW ON APARTMENT OWNERSHIP

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the laws/rules/regulations for the time being in force.

20. 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 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 including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. 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.

22. RIGHT TO AMEND

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

23. 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 the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 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 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 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 Allottees.

24.2 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.

25. 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.

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

Wherever in this Agreement it is stipulated that the Allottee 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 Apartments in the Project.

27. 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.

28. 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, 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, Odisha.**

29. 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 & Address of the Allottees.

Sri.

S/o-

Resident At./Po-.....

.....

Odisha.

Name & Address of the Promoter (Correspondence)

Susritam Builders and Developers Private Limited

Plot No.297/2484, Ground floor of

"SUSHREE INTERNATIONAL GUEST HOUSE",

Lane-1, Kalyani Nagar, Patrapada,

Bhubaneswar-751019, Dist: Khorda

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.

30. 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.

31. 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.

32. 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, failing which the same shall be settled through the adjudicating officer appointed under the Act.

33. ADDITIONAL TERMS AND CONDITIONS:

The additional terms and conditions mention here under are as agreed between the Promoter and the Allottee of the project, the same are not in derogation of or inconsistent with the terms and conditions set out above (clause No. 1 to 33) or the RERA Act and the Rules and Regulation made there under.

- 33.1. In the event the Allottee is a Person of Indian Origin and/or a Non-Resident Indian (as such terms are respectively defined/described under the governing Applicable Laws), the Allottee confirm(s) that all remittances shall be made in compliance with all Applicable Laws as modified/revised from time to time, and the Allottee shall provide the Promoter with all certifications, declarations etc. pertaining to/in support thereof. All refunds, if any in terms of this Agreement, even to Non-Resident Indians and/or Persons of Indian Origin shall be made in Indian Rupees unless mandated otherwise by the then prevailing Applicable Laws.
- 33.2. The date of completion stipulated in the Agreement for Sale are hereby and hereunder accepted and confirmed by the Allottee and the Allottee hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in the Agreement for Sale, the Said Apartment is ready for hand over in terms of this Agreement, the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- 33.3. The Promoter will have the right to decide upon the Phases of development of the Property. Further, the Promoter will have the right to decide upon which Blocks/Apartments/Common areas to be developed first in the Project. All the Blocks/apartments/common areas may not be constructed simultaneously. The Project will be completed in various construction phases/slabs and availability of Common areas, Recreational Facilities & Amenities, services will be dependent on the construction phasing and planning of the Promoter.
- 33.4. The Allottee shall neither do, execute or perform nor permit the doing, execution or performance of any act, deed or thing whereby the construction or development of the project may in any manner be hindered or impeded or obstructed, and further until hand over of the said Apartment subject to the terms hereof.
- 33.5. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 33.6. In the event after receipt of the Possession Notice, the Allottee fail(s) and/or neglect(s) in making timely payment/deposit of each of the amounts then outstanding and/or payable and/or to be deposited by the Allottee and/or in observing, fulfilling and performing each of his/her/their/its obligations, covenants, undertakings etc., the Allottee fails to take possession of the Said Apartment, then without prejudice to the right of the Promoter to terminate this Agreement whereupon the consequences enumerated in case of default by the Allottee(s) shall apply;
- (i) The liability in perpetuity of the Allottee to make payment of all Outgoings in respect of the said Apartment and the said project, each as determined by the Promoter, together with the applicable Taxes, shall commence irrespective of the fact that on the stipulated date as per

Notice/ offer of possession, the said Apartment has not been handed over to and/or taken over by the Allottee; and

(ii) the Allottee shall be liable to and agree(s) and undertake(s) to pay to the Promoter, holding/carrying charges to be calculated at the rate of Rs. 2,000/- per month together with all applicable Taxes thereon for the period of delay in taking possession of the said Apartment by the Allottee (subject to the terms of this Agreement) in addition to that the Promoter shall not be liable or responsible for the damage, deterioration etc. that may be caused to the said Apartment due to such delay caused/occasioned by and/or attributable to the Allottee and the Allottee shall be bound and obliged to take the handover of the said Apartment (subject to and after compliance and fulfillment by the Allottee of each of his/her/their/its obligations stipulated herein) on "as is where is basis".

33.7. It is expressly read and understood that the right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or Interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.

33.8. In the event of cancellation of allotment by the Allottee(s) the balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest. The Allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter. The Allottee accept(s) and confirm(s) that

(i) all and/or any amounts collected by the Promoter as Taxes and deposited with the concerned authorities shall not be returned/refunded by the Promoter, and the Allottee shall be free to approach the authorities concerned for refund of such Taxes, and the Allottee covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand, action etc. contrary to the aforesaid.

(ii) Notwithstanding with the non-execution of the Agreement of Cancellation, immediately on the issuance and/or acceptance/receipt of the termination notice by the Promoter, the Allottee shall cease to have any right or claim or demand under this Agreement and/or against the Promoter save and except receipt of refund, if any, and the Promoter shall stand released and discharged from all its obligations and liabilities under this Agreement, and the Promoter shall be entitled to deal with the subject matter of this Agreement in such a manner as the Promoter may deem fit and proper.

(iii) It is unequivocally agreed and understood that upon termination or cancellation of this Agreement, execute an cancellation agreement for the same and register the same with the Registering Authority, as and when intimated by the Promoter, at the cost and expense of the Allottee.

33.9. The Electricity Supply Authority shall provide for the supply of bulk or individual electrical energy to the said Project and meter reading and billing will be carry out to individual units by the person Authorised for the same as per the rule of the Electricity Supply Authority.

- 33.10. The name of the Complex shall always be "**SUSHREE PARADISE**", and the Allottee and/or the Association of Allottees and/or the apartment owners shall not and/or shall not be entitled to change the name and/or call upon the Promoter to change the same under any circumstances;
- 33.11. In addition to the amounts stated elsewhere in this Agreement, the Allottee shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to bear and pay the entire stamp duty, registration fees and other fees, taxes and charges as may be levied from time to time by the government and/or any other authority(ies) and/or any Governmental Authority on the registration of Agreement, Deed of Conveyance for apartment and Deed of Conveyance for Common Area and Cancellation Agreement for the transfer of the said Apartment and/or the undivided share, including those applicable/prevaling at the time of registration of the Agreement and/or Conveyance Deed and Cancellation Agreement. It being further clarified that all costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of any Conveyance Deed of the Common Areas shall be borne and paid by the Allottees on pro rata basis.
- 33.12. It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (1) misuse (ii) unauthorized modifications or repairs done by the Allottee or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use. Further that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature (i.e. Thermal Expansion & Contraction) and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be one experienced reputed building surveyor to be nominated by both the parties, who shall survey and assess the same to submit a report to state the cause of defects and the report shall be final.
- 33.13. Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other Encumbrances over and in respect of the Property and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution to obtain construction finance provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, title and interest of

the Allottee. For the avoidance of any doubt, it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Larger Property and/or Said project land and/or the Building, and no separate consent of the Allottee shall be required for the said purpose.

33.14. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial Institution, Subject However the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

33.15. In the event of termination of this Agreement due to any reason and/or on any ground whatsoever or howsoever, without prejudice to its other rights stipulated herein, the Promoter shall, after deducting such amounts as may be applicable in accordance with the terms and conditions of this Agreement, refund to such bank/financial institution the balance amounts, if any, and on such refund by the Promoter the charge/any manner of claim of such bank/financial institution and the Allottee on the said Apartment shall automatically stand released/cancelled/terminated for all intents and purposes, and neither such bank/financial institution nor the Allottee shall have any manner of claim or demand or action against the Promoter and/or in respect of /over any part or portion of the said Apartment and properties appurtenant thereto. The Allottee hereby unconditionally and irrevocably subrogate(s) his/her/their/its right to receive any amount from/payable by the Promoter to such bank/financial Institution in the event of cancellation/ termination of this Agreement on any ground whatsoever, and further confirm(s) that the act of the Promoter of tendering payment to such bank/financial Institution (if any ascertained as due and payable by the Promoter), shall amount to a valid discharge by the Promoter of its obligation to pay/refund any amount to the Allottee.

33.17. The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

33.18. **REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND COVENANTS OF THE PARTIES:**

The Allottee hereby agree(s), acknowledge(s), covenant(s) and undertake(s) to the Promoter, as follows:-

(i) To use and/or permit the said Apartment and every part thereof to be used only for residential purpose, and not to use and/or permit the same to be used, directly and/or indirectly, for any other purpose and/or for any illegal unlawful/immoral purpose/activity and/or for/as a boarding house, office, professional chamber, guest house, club, Gym, hospital, nursing home, clinic, dispensary, amusement or entertainment centre, restaurant, eating or catering place, a meeting place, whether for political meetings or otherwise, conferences/conference hall, business centre, hall, place of worship and/or for any religious activities and/or for any business and/or manufacturing/ industrial activities and/or for any commercial purposes/activities and/or for any categories of business activities of non-residential nature which are not permitted to be carried out in residential buildings under any Applicable Law(s), and further not to convert/apply for conversion of the nature/user of the said Apartment and/or for any license to use the said Apartment for any of the purposes stated hereinabove including but not limited to, for any direct or indirect commercial, semi-commercial use etc.

(ii) Not to use or permit the said Apartment or any part thereof to be used, directly and/or indirectly, for any purpose which may or is likely to cause nuisance or annoyance to the other Apartment Allottees and/or to the users/ occupiers of the other Apartments and/or to the owners/users/occupiers of the other portions of the Building and/or the said Project/or the adjoining/neighborhood premises and/or any other Owners & Occupiers.

(iii) Not to do or cause or permit anything to be done or be a party to any act or deed in or around the said Apartment and/or the said Block which in the opinion of the Promoter may inter alia cause or tend to cause or tantamount to cause or affect or damage any part or portion of the Building including the floor(s) and/or ceiling(s) of the said Apartment and/or of any other Apartment or in any manner Interfere with the use or enjoyment of any of the other Apartments and/or any part or portion of the Common Areas, such opinion of the Promoter being final and binding on the Allottee.

(iv) Not to do any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/hinder the construction and/or development and/or completion and/or transfer/alienation by the Promoter of any part or portion of the said project.

(v) Not to affix or change or alter the design or the placement of any of the window(s) and/or doors of the said Apartment Including the main door, and further not make or alter or change or relocate any window(s), light opening(s), door(s), path(s), passage(s), drain(s), pipe(s), conduit(s), cable(s), fittings, fixtures etc. in/serving/attached to any part or portion of the said Apartment and/or the Car Parking Space (if any) and/or the Building and/or the said project, and further not to make any encroachment(s) or easement(s) in/into/upon any part or portion of the said Apartment and/or the Car Parking Space (if any) and/or the Building and/or the said project.

(vi) Not to install or fix grills, shades, awnings, window guards, ventilators etc. and/or alter those if any already installed/fixed, without the prior written consent of the Promoter.

(vii) To carry out any permitted interior works and/or any permitted repairs and maintenance works and/or any other permitted works Inside the said Apartment only during such working hours and only on such working days as stipulated by the Association of Allottees

and the Allottee shall ensure that any repair and/or maintenance and/or other works do not cause any manner of annoyance and/or nuisance to the other users/ occupants of the Building and/or the said Project/or of the adjoining/ neighboring premises and/or the other Owners & Occupiers and in the event of violation of any of the above, the Association shall be entitled to forthwith stop the same without any liability, at the cost and expense of the Allottee.

(viii) Not to slaughter or permit to be slaughtered any animals at/within any part or portion of the Said Apartment and/or the Car Parking Space (if any) and/or the Building and/or the Said Project or any religious occasion or otherwise, and further not to do or execute or permit to be done or executed any act, deed or thing which may hurt or injure or cause provocation of the sentiments and/or feelings (religious or otherwise) of any of the users and/or occupiers of the Apartments and/or the owners/users/occupiers of the several units/areas/ spaces/portions at/of/comprising the Building and/or the said Project and/or the other Owners & Occupiers, and/or cause disharmony amongst them.

(ix) Not to alter the elevation and/or the outside colour scheme of or decorate in any manner whatsoever, the exposed/external walls of the Building, the Said Apartment, the Balcony/Verandah, the Open Terrace, the lounges, passages, corridors, any of the areas comprising the Common Areas etc. and/or any external walls and/or both the faces of the external doors and windows of the Said Apartment, which in the opinion of the Association inter alia differs from and/or is in deviation from and/or may affect the colour scheme of the Building and/or the elevation thereof, such opinion of the Association of Allottees, being final and binding on the Allottee.

(x) Not to use or permit to be used the lifts for the purpose of carrying pets, furniture, fixtures, fittings, equipment, goods, articles etc.

(xi) To co-operate with and assist in all manner, the Association of Allottees, in the management, maintenance, upkeep and administration of the said Project, the Building, and the Common Areas including Recreational Facilities and Amenities and in carrying out their day to day activities, and not to object to/oppose any decision taken by Association of Allottees, and in particular, to abide by, comply with, observe and/or perform, as the case may be, inter alia all the applicable laws, terms, conditions, rules and regulations regarding usage, operation etc. of water, electricity, drainage, sewerage, lifts, tube wells, generator and all other installations and/or amenities in/at the Building and/or the said Project including without limitation those under the statute(s)/applicable laws governing fire and the rules made thereunder as amended from time to time, and the Allottee shall indemnify and keep the Association of Allottees safe, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions, proceedings etc. in respect thereof including but not limited to those which Association of Allottees may suffer or incur or sustain due to any failure, non-adherence, non-compliance, non-observance, non-performance, default or negligence on the part of the Allottee.

(xii) To assist the Promoter in all matters pertaining to the formation of Association of Allottees and all activities related thereto as also for the purpose of inducting and/or making the Allottee a member thereof, and to strictly observe and abide by the Management & Maintenance Rules as also all the rules and regulations that may be framed/ formulated and/or amended from time to time by Association of Allottees.

(xiii) To regularly and punctually pay every month and month by month the Common Expenses at such rates as may be decided, determined and apportioned by the Association of Allottees.

(xiv) Not to use the Car Parking space, identified if any, for any purpose other than for the parking of private medium sized roadworthy car(s) owned by the Allottee within the space comprising the same.

(xv) To use the Common Areas in common with the Promoter, the Allottees of the Said project, the permitted users and occupiers of all the Apartments, the Promoters and permitted users/occupiers of the several units/ areas/spaces/portions at/of/comprising the Building and/or the said Project, the management staff, the other occupiers, as may be determined by the Promoter at its sole and absolute discretion, and only for the limited purpose for which the same are designated/identified by the Promoter, and not to damage, destroy, disfigure any part or portion of the Common Areas and/or any of the utilities and/or facilities and/or infrastructure or use or employ such areas, facilities, utilities etc. in any manner not intended to be used or employed, and further not to do any act, deed or thing which may in any manner prevent and/or restrict the rights and liberties of the Promoter and/or of the other users/occupiers, it being clarified that the Allottee and/or the contractors, men, personnel, employees, servants, agents etc. of the Allottee shall not be entitled to access any of the areas of the Building and/or the Said Project including but not limited to the lift machine room, the electric transformer room, the electric meter room, the generator set and/or any of the Common Areas and/or such other areas/facilities as may be identified from time to time by the Association of Allottees.

(xvi) To use only such routes of entry into and/or exit from the said Project and/or the Building as specified by the Promoter.

(xvii) to abide by all the restrictions and obligations as is provided in the conveyance deed uploaded in ORERA website and as may be amended by the Promoter for time to time.

(xviii) The Allottee hereby further agree(s) and confirm(s) that each of the covenants, restrictions and obligations undertaken and covenanted to be observed and fulfilled by the Allottee under these presents including those stipulated hereinabove shall deemed to be covenants running with the land and/or with the said Apartment And Properties Appurtenant Thereto, and even upon formation of the Association of Allottees, the same shall not under any circumstances be changed and/or modified and/or amended, and the Allottee hereby give(s) his/her/their/its unfettered and irrevocable consent to each of the aforesaid, and agree(s), undertake(s) and covenant(s) that the same shall be binding on the Allottee.

(xix) The Allottee further admit(s) and acknowledge(s) that the Promoter considers each of the representations, warranties, admissions, acknowledgements, covenants and undertakings made/given by the Allottee to be an important and inseparable part of the Agreement for Sale executed between the Promoter and the Allottees, and the Promoter has entered into the Agreement for Sale in reliance thereof.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: **Sri.**

Please affix
Photograph
and sign
across the
photograph

(1) _____

At Bhubaneswar on__ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: **Susritam Builders and Developers Private Limited**

Please affix
Photograph and
sign across the
photograph

(1) _____

(Authorized Signatory)

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

"SCHEDULE-A"

..... BHK Flat bearing no. –, having carpet area of square feet , Balcony area square feet and super built up area of square feet on Floor along with one parking no.- in the residential apartment building named and styled as **"SUSHREE PARADISE"** constructed over the following plots as detailed in the schedule-A (1) below.

BOUBND BY-

North. # South.
East. # West.

"SCHEDULE-A(1)"

District– Khurda, P.S.– Chandaka, P.S. No.46, Tahasil– Bhubaneswar, Tahasil No. 260 under the Jurisdiction of Sub-Registrar, Khurda, Bhubaneswar. Mouza – Ghangapatana, Khata No.512/4537, Plot No.1153/3347, Area Ac.0.540 decimals, full plot.

Grand total area Ac.0.540 decimals, Kisam – Gharabari.

Schedule-B. : Floor Plan of the Apartment.

Schedule-'C'. (Payment Plan)

Instalments.	% of Flat Cost	Amount.	On Demand
1 st Payment.	Booking Amount.	Rs./-	-do-
1 st Installment.	20 % at the time of Allotment & Agreement within 15 days of Booking Including Booking Amount.	Rs./-	-do-
2 nd Installment.	5 % on Completion of Foundation and Basement	Rs./-	-do-
3 rd Installment.	5% on Completion of Stilt Floor Roof Slab Casting.	Rs./-	-do-
4 th Installment.	5 % on Completion of 1 st Floor Roof Slab Casting.	Rs./-	-do-
5 th Installment.	5 % on Completion of 2 nd Floor Roof Slab Casting.	Rs./-	-do-
6 th Installment.	5 % on Completion of 3 rd Floor Roof Slab Casting.	Rs./-	-do-
7 th Installment.	5 % on Completion of 4 th Floor Roof Slab Casting.	Rs./-	-do-
8 th Installment.	5 % on Completion of 5 th Floor Roof Slab Casting.	Rs./-	-do-

9 th Installment.	5 % on Completion of 6 th Floor Roof Slab Casting.	Rs./-	-do-
10 th Installment.	5 % on Completion of 7 th Floor Roof Slab Casting.	Rs./-	-do-
11 th Installment.	5 % on Completion of 8 th Floor Roof Slab Casting.	Rs./-	-do-
12 th Installment.	5 % on Completion of 9 th Floor Roof Slab Casting.	Rs./-	-do-
13 th Installment.	5 % on Completion of 10 th Floor Roof Slab Casting.	Rs./-	-do-
14 th Installment.	5 % on Completion of 11 th Floor Roof Slab Casting.	Rs./-	-do-
15 th Installment.	5 % on Completion of Brick Work/Plastering of respective Flat.	Rs./-	-do-
9 th Installment.	5 % on Completion of Flooring of respective Flat	Rs./-	-do-
10 th Installment	5 % on Completion of Finishing of respective Flat.	Rs./-	-do-
TOTAL.		Rs./-	

- **GST and Registration Expenses to be paid extra as actual.**
- **Any other Taxes if Imposed by Govt. Will be Charge Extra.**
- **Where property is Rs.50 lakhs or more, TDS @1% is required to be deducted by the transferee on amount payable to transferor.**

Signature of the Allottee.

Signature of the Promoter.

ANNEXTURE:-

SPECIFICATIONS:

- Structure** : R.C.C Framed Structure. All RCC works shall not be less than M45 and M30 the approved structural drawing.
- **Steel** : TATA/VIZAG/JINDAL/SAIL
 - **Cement** : Ultratech/Lafarge/JSW.
- Walls** : Wall made of AAC Block of 9" width External wall & 5" internal.
- Flooring:**
- Rooms** : 2'X2' Vitrified Tile {VEROMORA/JOHNSON/SOMANY/KAJARIA}

Kitchen : Vitrified Tiles (VEROMORA/JOHNSON/SOMANY/KAJARIA)

Toilet Floor : Antiskid Ceramic Tiles (VEROMORA/JOHNSON/SOMANY/KAJARIA)

Staircase : Granite

Corridor/Lobby : Vitrified Tile & Granite

Doors &:

Door Frames : Sal wood Choukath of 5"X 2 1/2" size, frames shall be painted with 2 Coats of enamel paint over one coat of wood primer.

: 32mm Designer Main door of Teak Wood and other doors are both side laminate finish flush door.

Toilet Doors : 30mm thick FRP Doors.

Windows : UPVC Windows with glass and Protective MS grills. (NCL VEKA/Torfenster/kommerling).

Kitchen : Cooking Platform with granite top, stainless steel Sink.

• Designer ceramic tiles up to 3' feet above the platform

• Exhaust Fan Point provision.

Toilet : CP Fittings of Kohler/Jaguar/MARC, designer tiles on walls upto 7' height and ceramic fitting of good quality (Jaquar/Kohler/Parry ware) make.

• Provision for exhaust fan & Geyser Point.

Wall Finish : Interior walls putty finish with Primer and 2coats of plastic emulsion paint. (Asian/Berger)

: External walls shall be painted with 2coats of weather resistant paint.

Electrical : Concealed wiring network with Modular switches of (L&T/HAVELS/SCHNEIDER/LEGRAND), Wire and cables of Finolex/Havels/ Polycab.

: T.V/Telephone points in bed rooms and living room

: Provision for AC point in all bed rooms

Common Facilities:

- Automatic SS Elevator of 8 person capacity & make OTIS/JOHNSON/ECE/ThyssenKrupp.
- Deep bore well with submersible pump set.
- 200 KVA DG backup 500W to all flats & 100% to common area. (Kirlosker/Jackson/Greaves).
- Intercom and CC Camera installation.
- Sewerage Treatment Plant.
- 500 KVA Electric Sub-station.
- A society hall/community hall