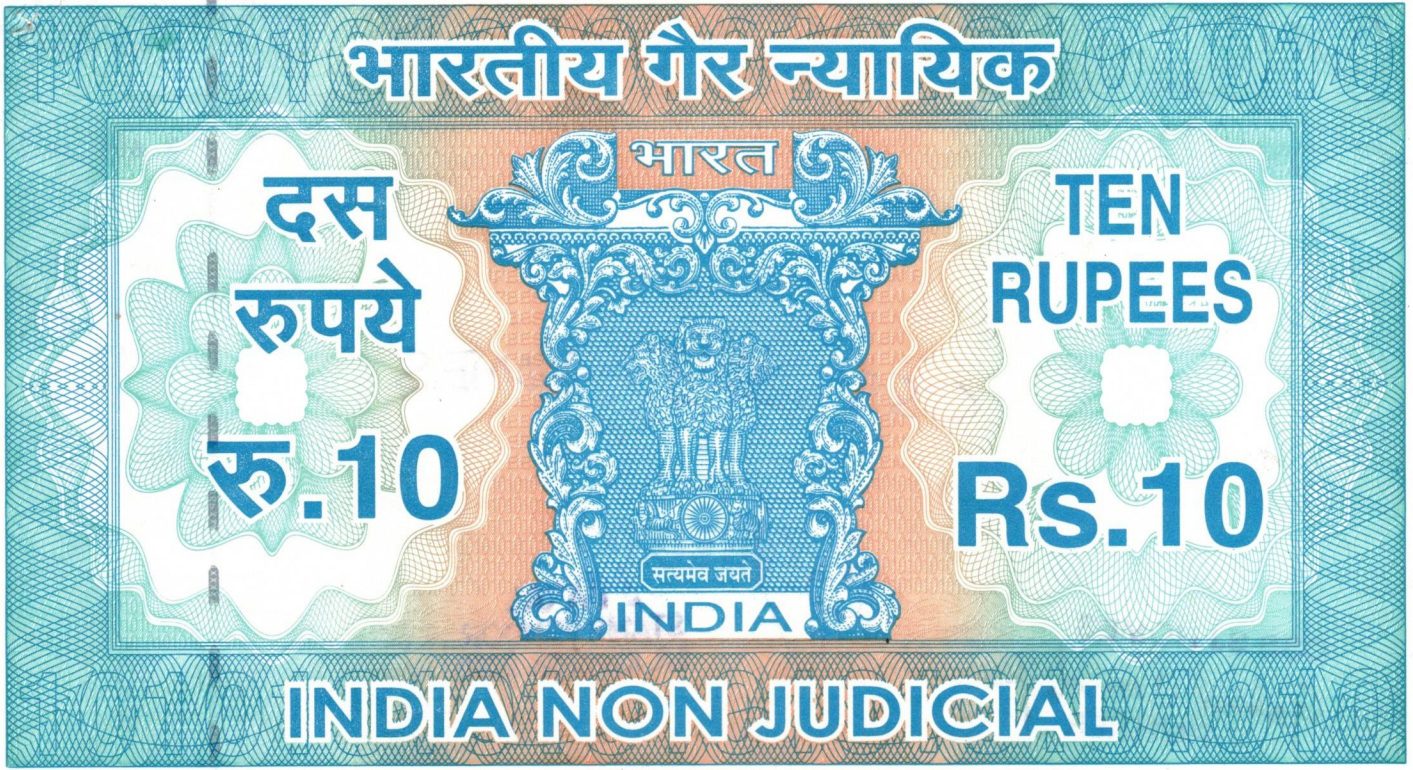


0958 1082313334

5/10



ଓଡ଼ିଶା ओडिशा ODISHA

ATIS 20000 61AA 437834  
 ATIS 4000  
 228500  
 13-09-2023

100000 ₹  
 13-09

**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed on this 13<sup>th</sup> day of **September 2023** (Two Thousand Twenty Three)

**By and Between**

(A) **CSS SJ HOMES**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Plot No-564, Phool Vatika, Vivekananda Marg, Bhubaneswar, Odisha-751002 (PAN-AAQFC3121L), represented by its authorized Signatory (1) Sri Subash Jena, aged about 60 years, S/o Late Satyabadi Jena (Aadhar no. 7681 7707 4715), & (2) Sri Gobind Chandra Singh, aged about 33 years, S/o Sri Chandra Shekhar Singh (Aadhar no. 3174 3431 4594), 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, including those of the respective partners).

CSS SJ HOMES  
 Subash Jena  
 PARTNER  
 A Agent For  
 Saswata Banerjee

Gobind Chandra  
 PARTNER  
 A Agent For  
 Saswata Banerjee

13-09-2023

Rajy kishore modak  
 Amar path Pandey

Dusmant Kumar Male  
 13-09-2023



12099

544193

18 APR 2023

CSS SJ HOMES

CSS SJ HOMES

Gobind Chandel  
PARTNER

J. BARAL  
STAMP VENDOR  
S.R. Khandagiri, BBSR



(B) (1) **SRI SASWATA BANERJEE** aged about 64 years, (Aadhar No- 6320 6734 6937), by Profession-Retd. Serviceman, (2) **SRI CHINMOY BANERJEE**, (Aadhar No- 2072 2811 7480) aged about 56 years, by Profession- Businessman, both are S/o.-Late-Sisir Chandra Banerjee, by caste-Teli, both are resident of At- Plot No-F-8, Durga,Mandap Lane, BJB Nagar P.s-Badagada, District – ~~Khurda~~ (Odisha-751014), represented by their constituted attorney, Partner of M/s. CSS SJ Homes, Sri Subash Jena aged about 60 years, S/o Late Satyabadi Jena and Sri Gobind Chandra Singh aged about 33 years, S/o Sri Chandra Shekhar Singh who has been appointed and constituted as such vide registered Power of Attorney bearing application no- **1082205640** & document no- **11082205426** on dated **16.04.2022** registered with the Registering Officer D.S.R. Bhubaneswar.

A & B herein after called as the prospective vendors and collectively referred to as the party of the FIRST PART.

AND

1. **MR. DUSMANT KUMAR MALL**, (Aadhar No- 3414 1976 9437) Son of Mr. Niranjana Mall, aged about 46 years, By Profession – Service, by caste- Khandayat, residing at, Bedari, Solapat, Bedari, Kendrapara, Odisha-754253, Mob- 9040259249 (PAN-AHUPM0485A), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

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

**WHEREAS:**

(1) **SRI SASWATA BANERJEE** aged about 64 years, (Aadhar No- 6320 6734 6937), by Profession-Retd. Serviceman, (2) **SRI CHINMOY BANERJEE**, (Aadhar No- 6320 6734 6937) aged about 56 years, by Profession-Retd. Businessman, both are S/o.-Late-Sisir Chandra Banerjee, by caste-Teli, both are resident of At- Plot No-F-8, Durga Mandap Lane, BJB Nagar P.s-Badagada, District – Khurda (Odisha-751014), is the absolute and lawful owner of **G.A Plot No – F-8, Drawing No – C/3654, corresponding to Settlement Khata No- 325, Plot No. – 419, area Ac.0.380 dec** situated at **Mouza- Bhubaneswar Sahara Uni No.29 BUXI JAGABANDHU NAGAR** in Tehsil – **Bhubaneswar**, District - **Khurda** having obtained by way of lease from Govt. of Odisha by the recorded tenant vide Lease Deed Sl. No – 1730 and regd. Document No – 1618, Dtd: 04/03/1967 and subsequently the same has been converted from lease hold to free hold status vide Conveyance deed No- **11082203056** dated- **04/03/2022** at the office of the District Sub-Registrar, Bhubaneswar. The Owners and the Promoter have entered into a **Development agreement** Sl.No- 106 dated **28/03/2021**, registered General Power of Attorney application No. **1082205640**, document No. **11082205426** dated **16.04.2022** at the office of the District Sub-Registrar, Bhubaneswar;

- A. The Said Land is earmarked for the purpose of building a **Residential Project**, comprising One apartment buildings and the said project shall be known as ‘**PRISTINE HEIGHTS**’;
- B. 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;

Dusmant Kumar Mall

CSS SJ HOMES

CSS SJ HOMES

Gobind Chandra  
PARTNER

Subash Jena  
PARTNER

A Agent For  
Saswata Banerjee  
Chinmoy Banerjee

A Agent For  
Saswata Banerjee  
Chinmoy Banerjee

Rajkishore muduli  
Amar Nath Panda



2025/12/01  
2025/12/01

2025/12/01  
2025/12/01

Handwritten signature

2025/12/01

2025/12/01  
2025/12/01

2025/12/01  
2025/12/01

Handwritten signature

2025/12/01

2025/12/01

Handwritten signature



Handwritten signature

Department Revenue



- C. The **Bhubaneswar Municipal Corporation** has granted the commencement certificate to develop the Project *vide* approval dated **17/02/2023** bearing no. **MBP-BMC-02-0158/2022**;
- D. The Promoter has obtained the final layout plan approvals for the Project from **Bhubaneswar Municipal Corporation**. 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;
- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Bhubaneswar on **17/05/2023** under registration no. **RP/19/2023/00927**.
- F. The Allottee had applied for an apartment in the Project *vides* application Dated **29/08/2023** and has been allotted Apartment No. **301** having carpet area of **114.47** square metre along with **THREE** Balconies of carpet area **16.42** square metre totaling **130.89** square metre area, type - **3 BHK**, on **THIRD** floor,
- (“**Building**”) along with garage/closed parking no. **LB-11** Admeasuring **11.18** square meter in the **Upper Basement**, as permissible under the applicable law and undivided interest in the common areas Of Square Meter 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**);
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. 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;
- I. 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;
- J. 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/Plot], 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;

Dusmant Kumar Mal

CSS SJ HOMES

CSS SJ HOMES

Gopind Chand  
PARTNER

Subash Banerjee  
PARTNER

A Agent For

A Agent For

Saswata Banerjee  
Chinmoy Banerjee

Saswata Banerjee  
Chinmoy Banerjee

Rooj Icishore mudul

Amar Chath Panda







1.2. The Total Price for the Apartment based on the carpet area is Rs. **1,36,50,000/- (Rupees One Crore Thirty Six Lakhs & Fifty Thousand)** Only (This Total Price is inclusive of One covered car parking space)

Cost of the flat inclusive of proportionate cost of common areas	Rs. 1,30,00,000/-
GST @5%	Rs. 6,50,000/-

Apartment No:	301
Rate per Sqm	Rs.99,320.04
Type:	3 BHK
Floor:	THIRD FLOOR

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/Plot] 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) **Four Wheeler Parking Space** 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.

CSS SJ HOMES  
*Gobind Chandra*  
 PARTNER  
 A Agent For  
 Saswata Banerjee  
 Chinmay Banerjee

CSS SJ HOMES  
*Subash Dena*  
 PARTNER  
 A Agent For  
 Saswata Banerjee  
 Chinmay Banerjee

*Ray kishore modali*  
 Amar cloth Panda

*Dusmant Kumar Mall*







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 proponed. 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:

(v) The Allottee shall have exclusive ownership of the **Apartment**;

(vi) 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.

(vii) 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;

CSS SJ HOMES

Gobind Chandel  
PARTNER

A Agent For  
Saswata Banerjee  
Chinmay Banerjee

CSS SJ HOMES

Subash Datta  
PARTNER

A Agent For  
Saswata Banerjee  
Chinmay Banerjee

Rajy kishore moduli

Amar Nuth Panda

Original Receipt  
Sewers Receipt  
YUEN, EOI  
BYEINER  
Diplo  
000 21 HOMES

Original Receipt  
Sewers Receipt  
YUEN, EOI  
BYEINER  
Diplo  
000 21 HOMES

Handwritten notes at the bottom left, including "Diplo" and "000 21 HOMES".

Faint, illegible text in the upper section of the page, possibly bleed-through from the reverse side.

Faint, illegible text in the middle section of the page, possibly bleed-through from the reverse side.



Faint, illegible text in the lower section of the page, possibly bleed-through from the reverse side.

Handwritten text at the bottom center, appearing to be a signature or name.



- (vii) 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/Plot] and the Project;**
- (viii) **The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, 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 (inc'luding 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. **1,00,000/- (Rupees One Lakhs only)** as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee 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 **CSS SJ HOMES A/C PRISTINE HEIGHTS (DCB BANK)** payable at **Bhubaneswar**.

CSS SJ HOMES  
*Gobind Chandra*  
 PARTNER  
 A Agent For  
 Saswata Banerjee  
 Chinmoy Banerjee

CSS SJ HOMES  
*Sulebanshena*  
 PARTNER  
 A Agent For  
 Saswata Banerjee  
 Chinmoy Banerjee

*Rajy kishor mudul*  
*Amaz with Panda*

*Dusmant Kumar Mall*

Handwritten notes at the top left of the page.

Vertical text on the left side, possibly a list or header, including the name 'BRYLIER'.

Faint, illegible text at the top of the page, likely bleed-through from the reverse side.

Faint, illegible text in the middle section of the page.

Faint, illegible text in the lower middle section of the page.



A handwritten signature or mark in blue ink, located below the official stamp.

Faint, illegible text in the lower section of the page.

Faint, illegible text at the bottom of the page.

Handwritten text at the bottom center of the page.



### 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

3.2. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any 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.

### 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 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.

CSS SJ HOMES

Gobind Choudhary  
PARTNER  
A Agent For

Saswata Banerjee  
Chinmoy Banerjee

CSS SJ HOMES

Subash Kumar  
PARTNER  
A Agent For

Saswata Banerjee  
Chinmoy Banerjee

Rajy kishore modak

Amare Nath Panda

COMPLIANCE OF LAWS RELATING TO REGISTRARS

The Attorney General has advised that he has received a copy of the proposed amendments to the Companies Act, 1956, which are necessary to give effect to the recommendations of the Law Commission of India. The proposed amendments include the insertion of a new section 153A in Chapter III of the Act. This section would provide that any person who is appointed as a director of a company under the Act, 1956, shall be deemed to have accepted the office and to have taken the oath of office and to have signed the declaration of office at the time of his appointment, unless he has, before the expiry of the period of three months from the date of his appointment, made a declaration in writing to the Registrar of Companies, stating that he has not accepted the office and to have taken the oath of office and to have signed the declaration of office.

The proposed amendments also include the insertion of a new section 153B in Chapter III of the Act. This section would provide that any person who is appointed as a director of a company under the Act, 1956, shall be deemed to have accepted the office and to have taken the oath of office and to have signed the declaration of office at the time of his appointment, unless he has, before the expiry of the period of three months from the date of his appointment, made a declaration in writing to the Registrar of Companies, stating that he has not accepted the office and to have taken the oath of office and to have signed the declaration of office.

The proposed amendments also include the insertion of a new section 153C in Chapter III of the Act. This section would provide that any person who is appointed as a director of a company under the Act, 1956, shall be deemed to have accepted the office and to have taken the oath of office and to have signed the declaration of office at the time of his appointment, unless he has, before the expiry of the period of three months from the date of his appointment, made a declaration in writing to the Registrar of Companies, stating that he has not accepted the office and to have taken the oath of office and to have signed the declaration of office.

The proposed amendments also include the insertion of a new section 153D in Chapter III of the Act. This section would provide that any person who is appointed as a director of a company under the Act, 1956, shall be deemed to have accepted the office and to have taken the oath of office and to have signed the declaration of office at the time of his appointment, unless he has, before the expiry of the period of three months from the date of his appointment, made a declaration in writing to the Registrar of Companies, stating that he has not accepted the office and to have taken the oath of office and to have signed the declaration of office.



The proposed amendments also include the insertion of a new section 153E in Chapter III of the Act. This section would provide that any person who is appointed as a director of a company under the Act, 1956, shall be deemed to have accepted the office and to have taken the oath of office and to have signed the declaration of office at the time of his appointment, unless he has, before the expiry of the period of three months from the date of his appointment, made a declaration in writing to the Registrar of Companies, stating that he has not accepted the office and to have taken the oath of office and to have signed the declaration of office.

DURGAM CHOWK, HYDRABAD

SEMOH LA 220  
 SEMOH LA 220  
 SEMOH LA 220  
 SEMOH LA 220  
 SEMOH LA 220  
 SEMOH LA 220

Handwritten signatures and notes on the left margin.



7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment/Plot to the allottee and the common areas to the association of allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment to the allottee and the common areas to the association of allottees or the Competent Authority, as the case may be, on February 2026, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the 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/plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of 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.

Dubmant Kumar Mall

CSS SJ HOMES

Gobind Choudhary  
PARTNER

A Agent For

Saswata Banerjee

Chinmov Banerjee

CSS SJ HOMES

Subashjeena  
PARTNER

A Agent For

Saswata Banerjee

Chinmov Banerjee

Raj' kishore moduli

Amar' neth Pandey





Handwritten signature in green ink.

Demarcation Report

1.1.1. The purpose of this report is to provide a detailed description of the land parcels shown on the map, including their location, area, and boundaries. The information contained in this report is based on the information provided by the landowners and the results of the field work conducted by the surveyors.

1.1.2. The land parcels shown on the map are situated in the area bounded by the roads shown on the map. The parcels are numbered 1 to 10 and are shown in the colors indicated on the map. The area of each parcel is given in the table below.

1.1.3. The boundaries of the land parcels are shown on the map by solid lines. The bearings and distances of the boundaries are given in the table below. The bearings are given in degrees, minutes and seconds and the distances are given in meters.

1.1.4. The survey was conducted on the 15th day of October 2018. The surveyors used a total station and a GPS receiver to measure the boundaries of the land parcels. The results of the survey are shown on the map and in the tables above.

Handwritten notes in the left margin, including 'Sizweni Gumbi' and 'Sizweni Gumbi'.

Handwritten notes in the left margin, including 'Sizweni Gumbi' and 'Sizweni Gumbi'.

Handwritten notes in the left margin, including 'Sizweni Gumbi' and 'Sizweni Gumbi'.



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.

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." shall be substituted.

### 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;  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the **Apartment**;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] 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;

CSS SJ HOMES  
Gobind Chandel  
PARTNER  
A Agent For  
Saswata Banerjee  
Chinmoy Banerjee

CSS SJ HOMES  
Subash Dena  
PARTNER  
A Agent For  
Saswata Banerjee  
Chinmoy Banerjee

Rajwisher modak  
Amar Nath Pande

Dusmant Kumar Mall

CHIMNEY BRICKS  
SAND BRICKS  
VYDHA LOT  
BANKERS  
2600000000  
SHEETS  
2600000000

CHIMNEY BRICKS  
SAND BRICKS  
VYDHA LOT  
BANKERS  
2600000000  
SHEETS  
2600000000

Handwritten notes and signatures at the bottom left of the page.

Faint, mostly illegible text from the reverse side of the paper, appearing as bleed-through.



Handwritten signature or name at the bottom center of the page.



- (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.

CSS SJ HOMES  
 Global Chandra  
 PARTNER  
 A Agent For  
 Saswata Banerjee  
 Chinmoy Banerjee

CSS SJ HOMES  
 Subash Bena  
 PARTNER  
 A Agent For  
 Saswata Banerjee  
 Chinmoy Banerjee

Raj Kishor mudul.  
 Anant Nath Panda.

**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.

Dusmant Kumar Mall

Chinnaiy Bauechee  
Sasawaiy Bauechee  
Yadon Lot  
BAYLIER  
Johari Ghor.  
SASAL HOMES

Chinnaiy Bauechee  
Sasawaiy Bauechee  
Yadon Lot  
BAYLIER  
SASAL HOMES

Handwritten notes at the bottom left, including "Handwritten notes" and "Handwritten notes".

Handwritten text at the bottom center: "Handwritten notes" and "Handwritten notes".



Handwritten signature in green ink over the stamp.



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. 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/Plot] 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.

CSS SJ HOMES  
 Gobind Chandel  
 PARTNER  
 A Agent For  
 Saswata Banerjee  
 Chinmoy Banerjee

CSS SJ HOMES  
 Subash Kumar  
 PARTNER  
 A Agent For  
 Saswata Banerjee  
 Chinmoy Banerjee

Roy Reishore mukul.  
 Amar Ansh Panda.

Dusmant Kumar Mall

Chinmay Banerjee  
Samar Banerjee  
AUGUST 10  
REMITTER  
BANK OF BARODA  
Jyoti Banerjee  
SARABAN

Chinmay Banerjee  
Samar Banerjee  
AUGUST 10  
REMITTER  
BANK OF BARODA  
SARABAN

Chinmay Banerjee  
Samar Banerjee  
AUGUST 10  
REMITTER  
BANK OF BARODA  
SARABAN



*[Handwritten signature]*

Prasanna Kumar Mall



**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 and Service Areas:** The basement(s) and service areas, if any, as located within the **PRISTINE HEIGHTS**, 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/Plot] 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,

CSS SJ HOMES  
Sohini Chandra  
PARTNER  
A Agent For  
Saswata Banerjee  
Chinmoy Banerjee

CSS SJ HOMES  
Subash Datta  
PARTNER  
A Agent For  
Saswata Banerjee  
Chinmoy Banerjee

Rajy reishor model  
Amar Nath Panda

Dusmant Kumar Mall

CHINHOY BANERJEE  
SANGHVI BANERJEE  
VYBANT Lot

GENERA HOUSE  
Joshi Gopal  
VYBANT

CHINHOY BANERJEE  
SANGHVI BANERJEE  
VYBANT Lot

GENERA HOUSE  
Datta Nandoo  
VYBANT

14/01/2011  
Joshi Gopal

Deshmukh Kishor Mall



*[Handwritten signature in green ink]*



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.** 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.** 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

CSS SJ HOMES

*Govind Choudhary*  
PARTNER

A Agent For

Saswata Banerjee

CSS SJ HOMES

*Subash Jena*  
PARTNER

A Agent For

Saswata Banerjee

*Rajy kishore modali*

*Amrit Nath Panda*

*Dusmant Kumar Mall*

Handwritten notes and stamps on the left margin, including "2010012001" and "2010012001".

Faint, mirrored text from the reverse side of the paper, appearing as bleed-through.



A handwritten signature in green ink, written over the stamp.

Handwritten text at the bottom of the page, possibly a name or title.



**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/plot/building, as the case may be.

**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 thereunder 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 thereunder 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.

CSS SJ HOMES  
Gobind Chandra  
PARTNER  
A Agent For  
Saswata Banerjee  
Chinmov Banerjee  
CSS SJ HOMES  
Subash Deka  
PARTNER  
A Agent For  
Saswata Banerjee  
Chinmov Banerjee  
Roy Vishor moduli  
Amar Nath Panja

Dusmant Kumar Mall

Судья Судебного  
Судья Судебного  
Удобрения

Судья Судебного  
Судья Судебного  
Удобрения

Судья Судебного  
Судья Судебного  
Удобрения

Судья Судебного  
Судья Судебного  
Удобрения

Судья Судебного  
Судья Судебного  
Удобрения

Судья Судебного  
Судья Судебного  
Удобрения



Handwritten signature in green ink, appearing to be a stylized 'S' or 'B'.



**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, in their office 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 Promoter's office.

**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:

**DUSMANT KUMAR MALL**  
**Bedari, Solapat**  
**Bedari, Kendrapara**  
**Odisha-754253**

(Name of Allottee)

(Allottee Address)

**M/s. CSS SJ HOMES**  
**Plot No-564, Phool Vatika, Vivekananda Marg,**  
**Bhubaneswar, Odisha – 751002,**

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**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.

CSS SJ HOMES  
Gobind Chandra  
PARTNER  
A Agent For  
Saswata Banerjee  
Chinmoy Banerjee  
CSS SJ HOMES  
Subash Dey  
PARTNER  
A Agent For  
Saswata Banerjee  
Chinmoy Banerjee  
Roy Ishore muddi  
Amar Nath Pandey

Dusmant Kumar Mall





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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: (including joint buyers)  
**DUSMANT KUMAR MALL**  
Bedari, Solapat  
Bedari, Kendrapara  
Odisha-754253



*Dushmanth Kumar Mall*



**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:  
**CSS SJ HOMES** A Agent For  
*Subash Deena* Saswata Banerjee  
Chinmoy Banerjee

(1) PARTNER  
(Authorised Signatory)

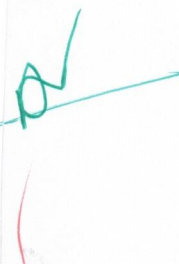
**CSS SJ HOMES** A Agent For  
*Gobind Choudhary* Saswata Banerjee  
Chinmoy Banerjee

(2) PARTNER  
(Authorised Signatory)



*L. T. 14*  
*Dushmanth Kumar Mall*

*Mh Adh*  
*13.09.2023*



**WITNESSES:**

1. Signature *Roy Kishore mudul*  
Name *Roy Kishore mudul*  
Address *S/O - Kailas mudul*  
*Pl - Baddebazar, mudul sahi*  
*Nimapada, pu - 752106*



*L. T. 14*  
*Subash Deena*

*Mh Adh*  
*21.09.2023*

2. Signature *Amar Nath Panda*  
Name *Amar Nath Panda*  
Address *S/O - Ramesh ch Panda*  
*Pl - Plot No. 5/5-288 Niladri*  
*Vihar, Sailabneehar C.S.P.*

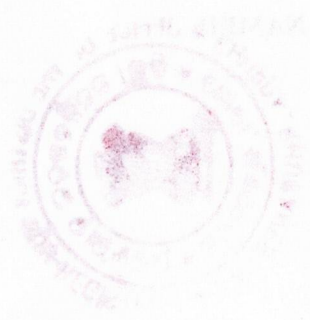


*L. T. 14*  
*Gobind Choudhary*

*Mh Adh*  
*13.09.2023*

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at the City of New York, this 12th day of June, 2012.

Place affix  
Photograph  
and sign  
across the  
photograph

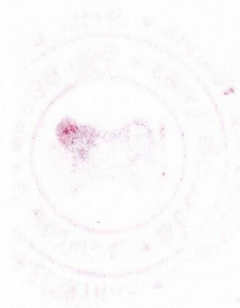


SIGNED AND DELIVERED BY THE WITHIN NAMED  
Allison (last name)  
MARTHA KIMBLE  
1234567890  
New York, NY  
10001-1234

Dwight Kumar Mall

12-06-2012  
Dwight Kumar Mall

Place affix  
Photograph  
and sign  
across the  
photograph



SIGNED AND DELIVERED BY THE WITHIN NAMED  
A Agent for  
Sawala Banajes  
Chinoy Banajes

CS2 21 HOMES  
PARTNER  
Sawala Banajes

12-06-2012

A Agent for  
Sawala Banajes  
Chinoy Banajes

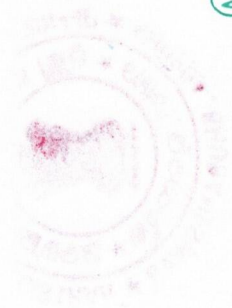
CS2 21 HOMES  
PARTNER  
Sawala Banajes

12-06-2012  
Sawala Banajes



*(Handwritten signature)*

12-06-2012  
Sawala Banajes  
Chinoy Banajes



12-06-2012  
Sawala Banajes  
Chinoy Banajes

12-06-2012  
Sawala Banajes



**SCHEDULE 'A'**

District – Khurda, P.S. – Bhubaneswar, P.S. No.75, Tahasil – Bhubaneswar, under the Jurisdiction of District Sub-Registrar Office Bhubaneswar, Mouza – Bhubaneswar Sahara Unit No.29 **BUXI JAGABANDHU NAGAR**, Khata No.66/320 (Sixty Six / Three hundred Twenty), Sthitiban, Plot No.419 (four hundred Nineteen), area Ac.0.380 decimals (full plot), **Kisam- Gharabari-2**. Corresponding to Settlement Khata no-325, Plot No.419, Which Corresponding to G.A. Plot No-F-8, Drawing No-: C-3654, Area-111’X150’.

Project –**PRISTINE HEIGHTS**, Flat No-**301**, Type - **3 BHK**, on **THIRD FLOOR** of Carpet Area **114.47** square meter along with **Three Balconies** of area **16.42** square meter.

**SCHEDULE-B**

**FLOOR PLAN OF THE APARTMENT AND FOUR WHEELER PARKING SPACE ATTACHED TO THIS AGREEMENT**

**SCHEDULE-C PAYMENT PLAN**

- **Initial booking amount Rs.1,00,000/- (Rupees One Lakh ) Only**
- 1st instalment within 15days of booking application (Minus Booking Amount). @ 25%
- 2nd installment on completion of 3<sup>rd</sup> floor slab casting @ 10%
- 3rd installment on completion of 6<sup>th</sup> floor slab casting @ 10%
- 4th installment on completion of 9<sup>th</sup> floor slab casting. @ 10%
- 5th installment on completion of brick work of respective flat @ 20%
- 6th installment on completion of flooring of respective flat @ 20%
- 7<sup>th</sup> installment on completion of flat & before possession. @ 5%

CSS SJ HOMES

*Gabriel Choudhary*  
PARTNER

A Agent For  
Saswata Banerjee  
Chinmoy Banerjee

CSS SJ HOMES

*Subash Dena*  
PARTNER

A Agent For  
Saswata Banerjee  
Chinmoy Banerjee

*Dusmant Kumar Mall*

*Rajy richar mudul  
Anant Nath Panda*

SCHEDULE 2

Particulars of the property to be mortgaged, including the name of the property, its location, and the area of the land, as shown in the attached plan and map.

The property is situated at the corner of the road and is bounded by the road on the north and east sides.

SCHEDULE 3

Particulars of the property to be mortgaged, including the name of the property, its location, and the area of the land, as shown in the attached plan and map.



Handwritten signature in green ink.

ପ୍ରମୁଖ ସ୍ୱତ୍ତ୍ୱ  
ସାମାନ୍ୟ ସ୍ୱତ୍ତ୍ୱ  
ଯୁକ୍ତମୂଲ୍ୟ  
ପାଠ୍ୟପୁସ୍ତକ

ପ୍ରମୁଖ ସ୍ୱତ୍ତ୍ୱ  
ସାମାନ୍ୟ ସ୍ୱତ୍ତ୍ୱ  
ଯୁକ୍ତମୂଲ୍ୟ  
ପାଠ୍ୟପୁସ୍ତକ

ସମସ୍ତ ସ୍ୱତ୍ତ୍ୱ  
ସାମାନ୍ୟ ସ୍ୱତ୍ତ୍ୱ  
ଯୁକ୍ତମୂଲ୍ୟ  
ପାଠ୍ୟପୁସ୍ତକ

Dipak Kumar Moh



**SCHEDULE D**

LIST OF AMENITIES TO BE PROVIDED IN PRISTINE HEIGHTS.

**Three Bed Room Flats**

1	FOUNDATION	R.C.C. framed structure.
2	FLOORING	Vitrified tiles flooring with 4" Skirting.
3	KITCHEN	Granite platform, stainless steel sink, Glazed tiles up to 2'.0" height over platform.
4	DOORS	Flush doors with Granite/WPC/Equivalent Frame.
5	WINDOWS	Aluminum sliding windows with M.S. Grill.
6	LIGHTING	Concealed wiring network with Modular Electric Switches.
7	TOILET	Tile flooring, Glazed tiles up to 7'0 height & Geyser point in toilets.
8	WALLS	8" exterior and 5" interior walls with 2 coats of Paint on the exteriors and 2 coat of Putty, One coat of Primer and 2 coat of Paint on the interior of flats.
9	Passenger lift will be provided.	
10	Intercom facility will be provided.	
11	Limited Power Back-up to each flat through Diesel generator.	
12	CCTV Surveillance system will be provided for the common areas.	
13	Lighting Arrangements in the flat will be as follows:	
		POINT PLUG
1.	Living Room	4 3
2.	Dining Rooms	4 1
3.	Kitchen	3 6
4.	Bed Room	3 3
5.	Balcony	1 1
6.	Toilet	2 1
7.	Calling Bell	1

CSS SJ HOMES  
 Subasri Bena . Gobind Chandra  
 PARTNER 13.09.2023  
 A Agent For  
 Saswata Banerjee  
 Chinnoy Banerjee

13.09.2023

Typed by me  
 Aniruchi Narayan Mohapatra  
 Adv. nrbn  
 1336/05  
 13.09.2023

Rajeev Kishore modali  
 Amar Nath Panda



REGISTERED & TRUE COPY  
FILED IN  
BOOK NO. ....  
Volume No. ....  
Pages .....to.....  
Serial No .....  
for the year 20<sup>23</sup>  
1082313334  
D/13/9/23

Chinua B...  
S... B...  
V... E...  
Chinua B...  
S... B...  
V... E...  
1000...  
...

...

...

...





### Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 5C Fees Paid : A(10)-2040 ,, User Charges-245 ,Total 2285

Date: 13/09/2023

Signature of Registering officer

### Endorsement under section 52

Presented for registration in the office of the Sub-Registrar District Sub-Registrar KHURDA(BBSR) between the hours of 10:00 AM and 1:30 PM on the 13/09/2023 by SUBASH JENA PARTNER OF MS CSS SJ HOMES , son/daughter/wife of LATE SATYABADI JENA , of AT- PLOT NO.564, VIVEKANANDA MARG, OLD TOWN, BBSR, DIST- KHORDHA , by caste General , profession Business and finger prints affixed.

Subash Jena

Signature of Presenter / Date: 13/09/2023

Signature of Registering officer.

### Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SUBASH JENA PARTNER OF MS CSS SJ HOMES		 316857210	Subash Jena	13-Sep-2023
GOBIND CHANDRA SINGH PARTNER OF MS CSS SJ HOMES		 316857211	Gobind Chandra Singh	13-Sep-2023
DUSMANT KUMAR MALL		 244163254	Dusmant Kumar Mall	13-Sep-2023

Identified by RAJ KISHORE MUDULI Son/Wife of KAILASH MUDULI of AT. BADABAZAR, NIMAPADA, DIST. PURI - 752106 by profession Others

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
RAJ KISHORE MUDULI		 42978387	Raj Kishore Muduli	13-Sep-2023

Date: 13/09/2023

Signature of Registering officer

### Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Sub-Registrar, KHURDA(BBSR)

Book Number : 1 || Volume Number : 253

Document Number : 11082312391

For the year : 2023

Seal :

Date: 14/09/2023

Signature of Registering officer