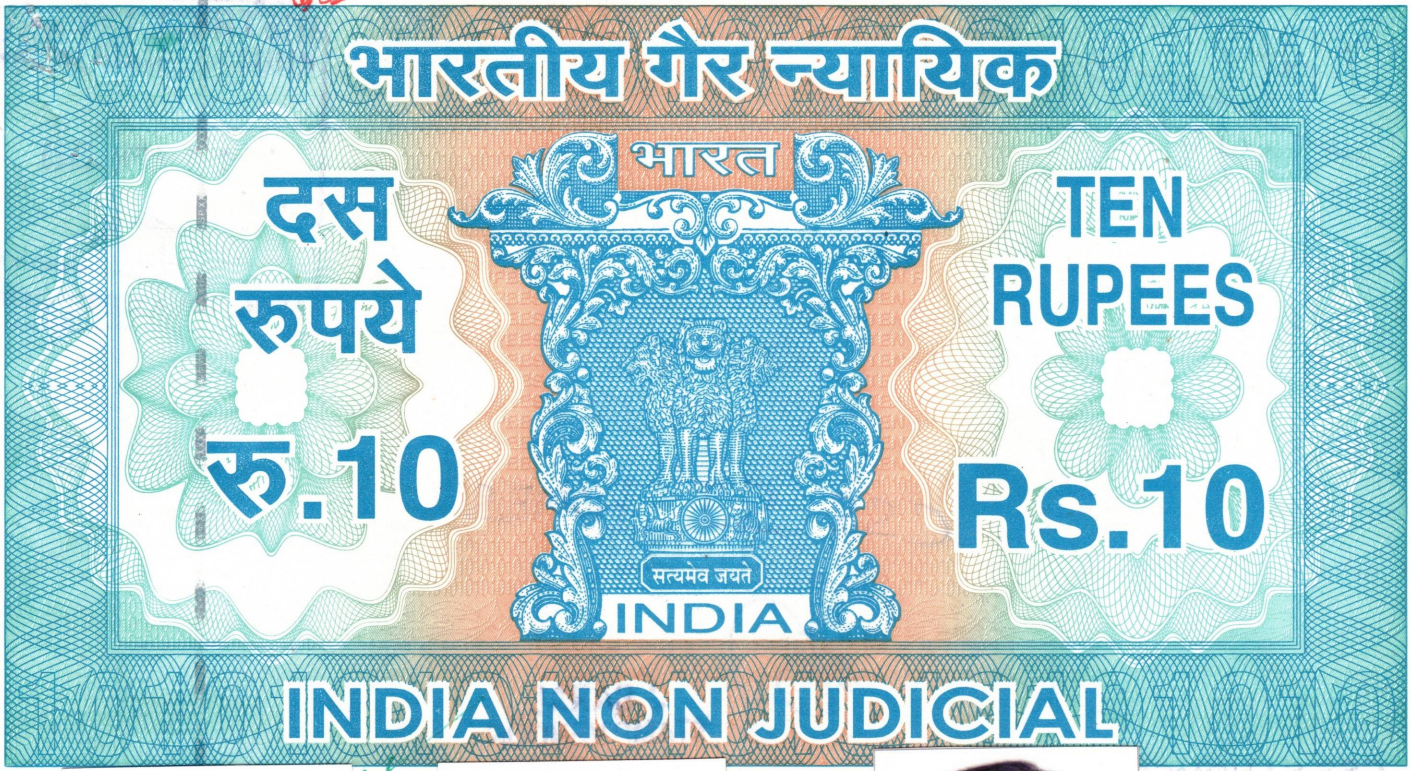


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Subash Jena  
B.K. Srain  
Advr  
18.07.2023

Gobind Chandra  
B.K. Srain  
Advr  
18.07.2023

Poonam Mehta  
B.K. Srain  
Advr  
18.07.2023

Poonam Mehta  
B.K. Srain  
Advr  
18.07.2023

AGREEMENT FOR SALE

Rs. 20000/-  
Bishnu 40/-  
1/2 275/-  
2285/-

Subash Jena, of 18.07.2023  
Sugmata Ganerjee,  
Chinmay Ganerjee,  
Poonam Mehta.  
Dt 18.07.2023

CSS SJ HOMES  
PARTNER  
CSS SJ HOMES

This Agreement for Sale ("Agreement") executed on this 18<sup>th</sup> day of July, 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).

Rajy Kishor mallick  
Dipen mallick

Dt 18.07.2023

12092  
54403

DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
18 APR 2023  
ADDL. TREASURY OFFICER

CSS SJ HOMES

J. BARAL  
STAMP VENDOR  
Khurda, BBSR

CSS SJ HOMES

Gobind Chand  
PARTNER



(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. **MRS. POONAM MEHTA**, (Aadhar No- 9263 7984 8077) daughter of Kanti Bhai Khara, aged about 54 years, By Profession – House Wife, by caste- Vaishya, residing at, Flat No-A/201, Monalika Apartment, Budheswari Colony, Bhubaneswar, Odisha-751006, Mob- 7381123456 (PAN-AJDPM6617R), 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;

*CSS SJ HOMES*  
*Subash Jena. Gobind Chandra*  
*PARTNER*  
*A. agent for Saswata Banerjee, A agent for Subash Banerjee, Chinmoy Banerjee.*  
*Poonam Mehta.*  
*Rajj Kishor moduli*  
*Dipen mallick*



- 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 **02/06/2023** and has been allotted Apartment no. **902** having carpet area of **114.47** square metre along with **ONE** Balcony of carpet area **16.42** square metre totalling **130.89** square metre area, type - **3 BHK**, on **NINETH** floor,  
  
 (“**Building**”) along with garage/closed parking no. **06** 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;

CSS SJ HOMES  
 Subash Banerjee  
 PARTNER  
 A. agent for Sushanta Banerjee  
 Chinmoy Banerjee

CSS SJ HOMES  
 Pooam mehta  
 PARTNER  
 A. agent for Sushanta Banerjee  
 Chinmoy Banerjee

Roy keishore modak  
 Dipan mallick



1.2. The Total Price for the Apartment based on the carpet area is Rs. 1,05,00,000/- (Rupees One Crore Five Lakhs) Only (This Total Price is inclusive of One covered car parking space)

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

Apartment No:	902
Rate per Sqm	Rs.76,400.04
Type:	3 BHK
Floor:	NINETH 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  
 Subash Banerjee  
 PARTNER  
 A. agent for Saluade Banerjee  
 Chinmay Banerjee  
 Poonam Mehta  
 PARTNER  
 A. agent for Saluade Banerjee  
 Chinmay Banerjee  
 Raj Kishor modul  
 Dipan mallick





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;**

Poojamma Mendha.

CSS SJ HOMES  
Subash Debnath  
Gopal Choudhary  
PARTNER  
Agent for Saswati Banerjee,  
Chinnoy Banerjee.

Rajeev Kumar Mudali

Dipankar Mallick

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It is noted that if there is any imposition or increase of an element charge 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, it may, 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 payment of installment payable by the Allottee for discounting early payments. The per annum for the period for which the respective installment has not been paid. The promoter shall allow a rebate and such rate of rebate shall not be subject to any tax or withholding of tax, granted to an Allottee by the Promoter.

1.6. It is agreed that the Promoter shall not make any addition and alteration to the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, part or building as the case may be without the previous written consent of the Allottee. Provided that the Allottee shall make such minor additions or alterations as may be required by the Allottee to suit other changes or alterations as per the requirements of the Act.



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1.7. The Promoter shall contract the firm for the construction of the building, the construction authority by the Government of Karnataka. The fee shall be payable for the construction of the building. It shall be the duty of the Promoter to ensure that the construction is completed within the stipulated time. The Promoter shall ensure that the construction is completed within the stipulated time. The Promoter shall ensure that the construction is completed within the stipulated time.

1.8. Subject to Clause 1.3, the Promoter shall retain the right to the Apartment as mentioned below.

1.9. The Allottee shall have exclusive possession of the Apartment.

1.10. The Allottee shall also have undivided interest in the Common Area. Where the interest of Allottee in the Common Area is undivided and cannot be physically separated, the Allottee shall use the Common Area along with other allottees. maintenance staff etc., without creating inconvenience or hindrance to them.

1.11. The promoter shall hand over the common areas to the allottees in the manner in which after this obtaining the occupancy certificate from the Competent Authority as provided in the Act.

- (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 outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

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  
 Subash Jena  
 PARTNER  
 A-AGENT FOR SASSY BANGERS  
 Chinmay BANGERS  
 CSS SJ HOMES  
 Eshwari Choudhary  
 PARTNER  
 A-AGENT FOR SASSY BANGERS  
 Chinmay BANGERS  
 CSS SJ HOMES  
 Rajkishore muduli  
 PARTNER  
 A-AGENT FOR SASSY BANGERS  
 Chinmay BANGERS  
 CSS SJ HOMES  
 Pooanam Mohita  
 PARTNER  
 A-AGENT FOR SASSY BANGERS  
 Chinmay BANGERS  
 CSS SJ HOMES  
 Dipan mallick  
 PARTNER  
 A-AGENT FOR SASSY BANGERS  
 Chinmay BANGERS







**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.**

Pooam maha.

CSS SJ HOMES  
Subash Deka  
PARTNER  
A. agent for Sabhara Banerjee,  
Chinmoy Banerjee.  
Gobind Chandel  
PARTNER  
A. agent for Sabhara Banerjee

Rajy kishor modak.

Dipen mallick





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;

Poornima Mehra  
 Gobind Chandel  
 PARTNER  
 A. agent for Sahasra Banerjee  
 Chinnay  
 CSS SJ HOMES  
 Subash Jha  
 PARTNER  
 A. agent for Sahasra Banerjee  
 Chinnay Banerjee  
 CSS SJ HOMES  
 Rony reitor modul.  
 Dipan mallick







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.

*W. Ravi Kiran muddu*  
*W2 Dipen mallick*  
*Subroto Dasg.*  
*A. agent for Saswati Banerjee, A. agent for Rashmi Banerjee, Chinmay Banerjee*  
*Chinmay Banerjee*  
*Pranav Mehta*  
*Pranav Mehta*  
**CSS SJ HOMES**  
**CSS SJ HOMES**  
**CSS SJ HOMES**  
**PARTNER**  
**PARTNER**  
**PARTNER**



**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,

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- Poorem menta  
- Gopinid Chaudhary  
- Subash Dena  
- Ravi Kirishor medul.  
- Dipan mallick  
- CSS SJ HOMES  
- PARTNER  
- A- agent for Sashrta Banerjee, Chinmay Banerjee  
- A- agent for Sashrta Banerjee, Chinmay Banerjee

11. MAINTENANCE OF THE OLD BUILDING/APARTMENT PROJECT

The Promoter shall be responsible to provide and maintain common areas of the Project till the expiry of the term of the agreement of the Project. The cost of such expenses shall be borne by the Promoter.

12. DIRECT LIABILITY

It is agreed that in case any third party claims or suffers any loss or damage due to the negligence or default of the Promoter or any of the persons or entities mentioned in the Agreement, the Promoter shall be liable to pay the compensation or damages to the third party. The Promoter shall be liable to pay the compensation or damages to the third party in case of any loss or damage caused by the negligence or default of the Promoter or any of the persons or entities mentioned in the Agreement.



*[Handwritten signature]*

13. RIGHT TO ENTER THE PROJECT

The Promoter shall have the right to enter the Project at any time for the purpose of inspection, maintenance, or any other purpose. The Promoter shall have the right to enter the Project at any time for the purpose of inspection, maintenance, or any other purpose.

14. FORCE MAJEURE

In the event of any force majeure event, the Promoter shall be relieved of its obligations under the Agreement for the period of such event. The Promoter shall be relieved of its obligations under the Agreement for the period of such event.

15. CENTRAL COMPLIANCE WITH RESPECT TO THE APARTMENT PROJECT

Clause 15 shall be subject to the provisions of the Apartment Act, 2002. The Promoter shall be subject to the provisions of the Apartment Act, 2002. The Promoter shall be subject to the provisions of the Apartment Act, 2002.

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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.

*Pooerni Mehta.*

**CSS SJ HOMES**

*Shobini Chand*  
**PARTNER**

**CSS SJ HOMES**

*Subash Datta*  
**PARTNER**

*Rajeshwar modak*

*An agent for Saswati Banerjee, Chinmay Banerjee*

*An agent for Saswati Banerjee, Chinmay Banerjee*

*Dipankar mallick*



**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.

*Poonam Mehra.*  
*Subash Dena, PARTNER*  
*Chinmay Banerjee.*  
*Subash Dena, PARTNER*  
*Chinmay Banerjee.*  
*Gobind Chaudhary, PARTNER*  
*Agent for Subash Dena*  
*Agent for Chinmay Banerjee*  
*Rajiv Kishore modak.*  
*Dipankar Mallick*  
*CSS SJ HOMES*  
*CSS SJ HOMES*



**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:

**POONAM MEHTA**  
Flat No-A/201, Monalika Appartment  
Budheswari Colony, Bhubaneswar,  
Odisha-751006

(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.

Poonam Mehta.

CSS SJ HOMES

Gobind Chandra  
PARTNER

A-agent for Saswati Banerjee,  
Chinnoy Banerjee

CSS SJ HOMES

Subash Debnath  
PARTNER

A-agent for Saswati Banerjee,  
Chinnoy Banerjee

W. Rajendra m. d. d.

W. Dipan mallick



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)

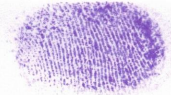
**POONAM MEHTA**

Flat No-A/201, Monalika Appartment  
Budheswari Colony, Bhubaneswar,  
Odisha-751006



Poonam mehta.

dt 18.07.2023



Poonam mehta

B.K. Singh  
Nehru

dt 18.07.2023

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

**CSS SJ HOMES**

**CSS SJ HOMES**

Subash Debnath

Gobind Chand

**PARTNER**

**PARTNER**

(1) A. agent for Saswata Banerjee,  
(Authorised Signatory) Chimoy Banerjee.

A. agent for Saswata  
Banerjee, Chimoy  
Banerjee



Gobind Chand

dt

B.K. Singh  
Nehru

dt 18.07.2023

**WITNESSES:**

1. Signature Roy Kishore Muduli  
Name Roy Kishore Muduli  
Address S/O - Kalyan Muduli  
At - Badabazar, Nimapada  
Pin - 752106

2. Signature Dipan mallick  
Name Dipan mallick  
Address S/O - Harihar mallick  
At - Dandilo Khordha  
pin - 752102



Subash Debnath.

B.K. Singh  
Nehru

dt 18.07.2023

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the City of New York, this 1st day of June, 1902.

Place here  
Photograph  
and sign  
across the  
photograph

RECEIVED AND DELIVERED BY THE WITHIN PARTY  
Address (including full street)  
CITY AND STATE

Person's name

At 10:00 A.M.

RECEIVED AND DELIVERED BY THE WITHIN PARTY

Person's name  
11-10-02  
11-10-02

Place here  
Photograph  
and sign  
across the  
photograph

OFFICE OF THE DISTRICT SUR-REGISTRAR  
CITY AND COUNTY OF NEW YORK  
RECEIVED AND DELIVERED BY THE WITHIN PARTY  
PARTNER

*[Handwritten signature]*

Person's name  
Address (including full street)  
CITY AND STATE

Person's name  
11-10-02

Place here  
Photograph  
and sign  
across the  
photograph

Person's name  
Address (including full street)  
CITY AND STATE

Person's name  
11-10-02



**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) , Kism- 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-902, Type - **3 BHK**, on **NINETH Floor** of Carpet Area **114.47** square meter along with **One** Balcony 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*  
*Subash Dey*  
*PARTNER*  
*A. agent for Saswata Banerjee,*  
*Chinmay Banerjee.*

*Gobind Choudhary*  
*PARTNER*  
*A-agent for Saswata Banerjee.*

*Poonam mehta.*

*W1. Rajj kishor modak.*

*W2 Dipan mallick*





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### 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. 5© Fees Paid : A(10)-2040  
User Charges-245 ,Total 2285

Date: 18/07/2023

Signature of Registering office

### 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  
18/07/2023 by SUBASH JENA PARTNER OF MS CSS SJ HOMES , son/daughter/wife of LATE SATYABADI JENA , of AT- PLOT NO.56  
SIVEKANANDA MARG, OLD TOWN, BBSR, DIST- KHORDHA , by caste General , profession Business and finger prints affixed.

Subash Jena.

Signature of Presenter / Date: 18/07/2023

Signature of Registering office

### 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		 316669471	Subash Jena.	18-Jul-2023
ROBIN CHANDRA SINGH PARTNER OF MS CSS SJ HOMES		 316669472	Robin Chandra Singh	18-Jul-2023
MRS. POONAM MEHTA		 244047569	Poonam mehta.	18-Jul-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		 42888653	Raj Kishore Muduli	18-Jul-2023

Date: 18/07/2023

Signature of Registering office

### 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 : 174

Document Number : 11082309427

For the year : 2023

Deal :

Date: 18/07/2023

Signature of Registering office