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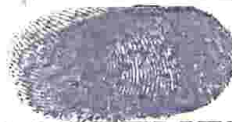
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L.T. Sri Sri Suryakant  
Pattnaik  
20/11/23



Adivya Prasad  
Mishra  
20/11/23

**AGREEMENT FOR SALE**

DD NO 368

M. 48037

THIS AGREEMENT FOR SALE is executed on this 20th day of NOVEMBER 2023 (Two Thousand Twenty-Three).

By and Between

M/s. SAI BHAGABATI MULTI PROJECTS PVT. LTD., a company registered under the Companies Act, 1956 having its registered office at Plot No-459 (P), Nuasahi Nayapalli, Bhubaneswar, Odisha, 751012., Odisha (PAN-AAQCS0279N), CIN-U45201OR2011PTC013872, represented through its Managing Director Sri Suryakant Pattnaik, aged

W1 - Traven Kumar Ranik  
W2 - Shanoy Parida

Registration ID No. 1122307098  
Registration Dist. No. 22306943  
Book No. 1

Sai Bhagabati Multi Projects Pvt. Ltd.

Suryakant Pattnaik  
Managing Director

20/11 and year 23

Adivya Prasad Mishra

about 37 years, S/o. Sarat Kumar Pattnaik, (PAN-ALMPP6835F), Aadhar No-7962,0384 6916) permanent resident of Mohanty Sahi, Srinibasapur, Banpur, Khurda, Odisha-752031 by Caste- Karan, by Profession- Business, (Mobile No-9937071564) 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 and permitted assigns).

AND

Mr. Aditya Prasad Mishra, aged about 31 years, S/o. Prabhakar Mishra presently residing at Flat No. D105, Divyanandan High dreams Apartments, Lane 12, Meenakshi Nagar, Berhampur, Odisha, PIN-760002 permanent address at Brahmin Sahi, Old Town, Nayagarh, Odisha, PIN: 752070 (PAN: BTSPM4436L), Aadhar No.: 3027 9735 8358 (Mobile No-8763996489) hereinafter referred as the Allottee, (which expression shall mean and include only their permitted successors-in-interest) of the OTHER PART. *Pro-Service*

The "Promoter" and the "Allottee" are hereinafter individually referred to as such or as a "Party", and collectively as the "Parties"

WHEREAS:

The Promoter is the lawful and absolute owner of ALL THAT the piece & parcel of land recorded as admeasuring Ac.1.203 decimal be a little more or less comprised in Two Plots within Mouza-Botanda, Distirct-Khurda, Tahasildar-Jatni, P.S.-Airfield, Pin-751002, Odisha, Sub-Registrar-Jatni, more fully and particularly described schedule-A. The Promoter with an intension and for the purpose of development of Commercial Cum Residential Unit, (MIG+EWS) blocks and common areas intended to be constructed named as "ROYAL HOMES".

The Promoter has earmarked for the purpose of building a residential/commercial project, comprising S+4 multi-storeyed apartment buildings comprising of 116 Flats, car parking, Common areas, facilities, and amenities.

Sai Bhagabati Multi Projects Pvt. Ltd.

*Sai Bhagabati*  
Managing Director

< *Aditya Prasad Mishra*

*W1 - Pravat Kumar Pattnaik*  
*W2 - Charan Pattnaik*



### 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  
Fees Paid : A(10)-48117 ,, User Charges-605 ,Total 48722

Date: 20/11/2023

Signature of Registering officer

### Endorsement under section 52

Presented for registration in the office of the Sub-Registrar Sub-Registrar JATANI between the hours of 10:00 AM and 1:30 PM on the 20/11/2023 by SURYAKANTA PATNAIK MANAGING DIRECTOR MS SAI BHAGABATI MULTI PROJECTS PVT LTD son/daughter/wife of , of AT- PLOT NO 459(P), NUASAHI, NAYAPALLI, BBSR, DIST- KHURDA , by caste , profession and finger prints affixed.

Signature

Signature of Presenter / Date: 20/11/2023

Signature of Registering officer.

### Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SURYAKANTA PATNAIK MANAGING DIRECTOR MS SAI BHAGABATI MULTI PROJECTS PVT LTD		 317048024		20-Nov-2023
ADITYA PRASAD MISHRA		 244279258		20-Nov-2023

Identified by PRAVAT KUMAR BARIK Son/Wife of HATA KISHORE BARIK of AS SAME PLACE by profession Business

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
PRAVAT KUMAR BARIK		 43066371		20-Nov-2023

Date: 20/11/2023

Signature of Registering officer

### Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the Sub-Registrar, JATANI

Book Number : 1 || Volume Number : 141

The Proton Legal



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 Land on which the project "ROYAL HOMES" is to be constructed have been completed.

The Bhubaneswar Development Authority (BDA) has granted the commencement certificate to develop the project vide approval dated 24/11/2021 Bearing No. 38994/BDA, (Approved Plan No. MBP4B-30/2017) Bhubaneswar.

The Promoter has registered the project in the Name of "ROYAL HOMES" under the provisions of the act with Real Estate Regulatory Authority RERA at Bhubaneswar, Odisha vide Registration Number- MP/19/2022/00711, in accordance with the RERA Act, 2016 and rules framed there under.

The promoter has obtained the final layout plan approvals for the project from Bhubaneswar Development Authority (BDA), Bhubaneswar. The Promoter agrees and undertakes that shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

The Allottee had applied to the promoter for allotment of an apartment/Flat along with Garage/Parking Space in the project "ROYAL HOMES" vide application dated 06.02.2023 on terms & conditions recorded therein. In pursuance of the same where off, by and under a provisional Allotment Letter dated 08.02.2023, the promoter has provisionally allotted a flat in favour of the allottee as Owners of the flat as per the terms and conditions explained elsewhere in this document, and also a designated garage/parking space, as elaborated below

All that the apartment/Flat described in Part-III of the schedule- A hereunder written (said apartment/flat) with its specifications described in Part-IV of the schedule- A, tentative floor plan of said apartment/flat being annexed hereto, as schedule- A and further subject to the Allottee making payment of the consideration amount as well as all other dues as per the payment Plan described schedule -B, each of which were unconditionally accepted by Allottee and the Allottee had identified the car parking space for parking of their own car and hereby undertakes not to claim any other parking space other than parking identified by them.

WA - Pravat Kumar Barik  
WA - Charan Panda

Document Number : 11122306043  
For the year : 2023  
beat :  
Date: 20/11/2023

*Handwritten signature or mark*



Transfer of ownership of the Undivided Proportionate Land as well as the common area of the project will be as per the norms of the apartment ownership Act read with Real Estate Regulation Act 2016 (ACT). All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of any conveyance deed/ deed of assignment/transfer of the common areas shall be borne and paid by all purchaser(s), owners & Allottee of units in the buildings on undivided interest basis. Each of the aforesaid.

The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

At or before the execution of this Agreement, the Allottee confirm and has/ have accepted, without any reservation, the right of the promoter as stipulated in this Agreement, and inter alia: -

That the Promoter has informed the Allottee and the Allottee hereby confirms and acknowledges that the sanction plan is obtained for the developing ROYAL HOMES Apartment building as may be decided by the Promoter and further acknowledges and confirms that the promoter may, at any time, revise/modify the master plan.

Promoter has further informed and the Allottee hereby confirms and acknowledges that the Promoter shall be constructing and providing certain Recreational Facilities & Amenities in the said project which shall also be for common use and enjoyment for all Except for the EWS units.

The common pathway, drive way, access roads, recreational facilities & amenities and such areas which are for common use and enjoyment of the owners, occupants, purchasers & users shall be jointly used and maintained by all owners, occupiers, purchasers.

A portion of the car parking spaces will be earmarked and retained by the promoter as shown in plan which will not be treated as common area of the project ROYAL HOMES and which may be allowed for the purpose of parking cars with right of ingress and egress through the common drive ways & path ways to the owners/ occupiers except EWS units and the Allottee(s) and/or owners or occupiers of the project shall raise no objection what so ever and hereby give the consent to the same.

Boundary wall of the project ROYAL HOMES and the EWS units Land shall be the part of common area.

WA - Pravat Kumar Barik  
WA - Charan Panik



Promoter's liability is limited to the said project and to what is committed to be constructed and delivered in the said project, the promoter at its sole discretion can independently deal.

The FAR proposed to be consumed /utilised in the ROYAL HOMES may not be proportionate to be area of the said the project land on which it is being constructed. Promoter retains entire right of construction and total right of FAR belongs to promoter. In case any additional/unconsumed FAR is available for ROYAL HOMES land the promoter in its sole discretion, may allocate such additional/unconsumed FAR for the buildings being constructed on the balance portion of the land. Allottee will have no claim right title or interest over any additional FAR or constructed area in respect of any of the structure, building or on the balance portion of the land.

The parties hereby confirm that they are entering into this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project.

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.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the Allottee hereby agrees to purchase the flat and the garage/ parking space, which, as explained later shall be treated as single indivisible unit for all purpose.

**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**

**TERMS:**

- 1.1 subject to the terms and condition as detailed in this Agreement, the promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the flat with Garage/Parking space on the basis, as detailed elsewhere in the document

W1 - Pravat Kumar Sarik  
W2 - Chandan Parila

1.2 Price for the flat is **Rs. 80,12,700/-** (Rupees Eighty Lakh Twelve Thousand Seven Hundred Only). GST of **Rs. 4,00,635/-** (Rupees Four Lakh Six Hundred Thirty-Five Only) to be demanded along with instalment.

1.3 Explanation:

- (i) The total price above includes the booking amount paid by the Allottee to the promoter towards the said Flat.
- (ii) The total price above included Taxes (consisting of tax paid or payable by the promoter/purchaser through the way of GST, TDS U/S 194 IA of income tax act and cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter/purchaser) up to the date handing of over the possession of the Flat.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change/modification.

Provided further that, is there is any increase in taxes after the expiry of the schedule 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 provision 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 started in (i) above and the Allottee shall make payment as demanded by the promoter within the time and in the manners 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 the said Apartment/ flat includes: undivided interest shares in common areas.

1.4 The total price is escalation-free, save and except increases which the Allottee hereby agreement 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 competent authority from time to time. The promoter undertakes &

WA - Pravat Kumar Banik  
WA - Chandan Parida



development charges, cost/charges imposed by the competent authorities, the promoter shall enclose the said notification/rule/regulation to that effect along with demand letter being issued to the allottee, which shall only be applicable on subsequent payments.

Provided that if there is any imposition or increased of development charges after the expiry of the scheduled date of completion of the project as per the 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.

- 1.5 The Allottee shall make the payment as per the payment plan set out in the Act ("Payment Plan").
- 1.6 The Promoter may allow, in its sole discretion, a rebate for early payment of instalments. Payable by the Allottee by discounting such early payment @ 2% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.
- 1.7 It is agreed that the promoter shall not make any additions and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities (specification) described therein 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 addition or alterations as may be required by the Allottee, or such minor changes or alterations as per the provision of the Act.
- 1.8 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is completed and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund excess money paid by Allottee within 45 days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the

W1 - Pravat kumar Barik  
W2 - Chandan Panikla

  
Managing Director

< Aditya Prasad Mishra.

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.

1.9 Subject to the Clause 9.3 the promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Flat and garage/parking space as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment/ Flat along with Garage/Parking space.
- (ii) The Allottee shall also have undivided proportionate share in the common area since the share / interest of Allottee common area is undivided and cannot be divided or separated, the Allottee shall use the common area along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. further the right of the Allottee to use the common area shall always be subject to the timely payment of maintenance charges or other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of the Allotees as provided in the act.
- (iii) That the computation of the price of the Apartment/ flat includes recovery of price of land, construction of not only the flat but also the common area, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common area etc. and includes cost for providing all other facilities as provided within the project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of then project & his apartment as the case may be.

1.10 It is made clear by the Promoter and the Allottee agree that the flat along with garage / parking shall be treated as single indivisible unit for all purpose. It is agreed that the Project is an Independent, self-contained Project covering the said land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose

W1 - Pravat Kumar Barik  
W2 - Chandan Panida

of integration of infrastructure for the benefit of the Allottee of the project. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.11 It is understood by the Allottee that all other area and i.e, area and facilities falling outside the Project, namely "**ROYAL HOMES**" shall not form a part of the declaration to be filed with concerned Development Authority/Regional Improvement Trust/Special Planning Authority Bhubaneswar Development Authority (BDA), Bhubaneswar to be filed in accordance with the Odisha Development Authorities Act, 1982.

1.12 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, which are related to project).

1.13 The Allottee has paid **Rs. 24,03,810/- (Rupees Twenty-Four Lakh Three Thousand Eight Hundred Ten Only)** as booking amount being a part payment out of the total consideration money of the flat, the receipt of which the Promoter hereby acknowledges and the allottee hereby agrees to pay the remaining price of the flat 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/she/both 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 to A/c payee cheque/DD/online payment (as applicable) in favour of **M/s. Sai Bhagabati Multi Project Pvt. Ltd. RERA Collection Account payable at ICICI Bank, Wealth Branch, Arya Samaj Road, Sahid Nagar, Bhubaneswar-751007, A/c No-728705000104, IFSC-ICIC0007287.** No cash payment is acceptable.



### 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition /sale/transfer of immovable properties in India etc. and provide the promoter with such permission, approvals which would enable the promoter to fulfil 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 agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India. They shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable as amended from time to time.

3.2. The Promoter accepts no responsibility in this regard. The Allottee shall keep the promoter fully indemnified and harmless in the regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the Allottee only.

W1 - Pravat Kumar Banik  
W2 - Chandan Paul

### 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorize the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/them name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust their payments in any manner.

## 5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project (ROYAL HOMES) as disclosed at the time of registration of the project with authority and towards handing over the apartment/ flat to the Allottees or the competent authority as the case may be.

## 6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the flat and accepted the Payment Plan, floor plan, layout plans [annexed along with this Agreement which has been approved by competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the term in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-law, FAR and density norms and provisions prescribed by the Orissa Development Authorities Act, 1982 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under Act, and breach of this term by the promoter shall constitute a material breach of Agreement.

## 7. POSSESSION OF THE APARTMENT

**7.1 Schedule for possession of the said flat:** The Promoter agrees and understands that timely delivery of possession of the flat is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the flat on or before **18.10.2025**, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the real estate project ("Force majeure"). If, however, the completion of the Project is delayed due to the force majeure condition then the Allottee agree that the Promoter shall be entitled to the extension of time for delivery of possession of the flat provided that such force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become impossible for the promoter to implement the project due to force Majeure conditions, then this allotment shall stand terminated and Promoter shall refund to the

W1 - Pravat Kumar Barik  
W2 - Chandan Parida



Allottee the entire amount received by the promoter from the allotment within 45 days from that date of cancellation of agreement by deducting the Tax amount. After refund of the money paid to the Allottee, Allottee agree that they 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 of ROYAL HOMES from the competent authority shall offer in writing the possession of the flat to the Allottee in terms of this Agreement to be taken within 2 (two months) from the date of issue of such occupancy certificate. Provided that in the absence local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 (three months) from the date of issue of such occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the promoter. The Allottee after taking the 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 hand over the occupancy certificate of the apartment as the case may be, to the allottee at the time conveyance of the same. The Allottee agrees to pay the maintenance charges as determined by the promoter/ association of the Allotees as the case may be. The promoters on its behalf shall offer the possession to the Allottee in writing within Fifteen days of receiving the occupancy certificate of the Project (ROYAL HOMES) subject to the allottee not being in breach of any of his/her/its/their obligations under this agreement.

**7.3 Failure of Allottee/Allottee to take Possession of flat:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the flat from the promoter by executing necessary Indemnities undertakings and such other documentation as prescribed in this Agreement, and/or in/under the act and/or the rules and /or any other applicable laws, and the promoter shall give possession of the Apartment/ flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable on and from the applicable date.

W1 - Praveet Kumar Parikh  
W2 - Charan Parikh



**7.4 Possession by the Allottee/Allottee** - After obtaining the occupancy certificate of the ROYAL HOMES and handing over physical possession of the [Apartment/Flat] to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans including common areas, to the association of the Allottee upon its formation 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 & plans, including common areas, to the association of the Allottee or the competent authority, as the case may be within thirty days after obtaining the occupancy certificate.**

**7.5 Cancellation by Allottee** - The Allottee shall have the right to cancel/withdrawn his allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the ROYAL HOMES 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 after deducting GST and any other statutory dues incurred in relation to allotment.

**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 & the compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a force majeure event, if the promoter fails to complete or is unable to give possession of the flat in accordance with the terms of this Agreement, duly completed by the date specified in clause-7.1 here in or 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 liable, on demand to the Allottee, in case the Allottee wish to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the flat, with interest at the rate specified in the rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not

W1 - Praveen Kumar Baniik  
W2 - Chandan Paulik

intend to withdraw from the project, the Promoter shall pay Allottee Interest at the rate specified in the rules for every month of delay, till the handing over the possession of the [Apartment/Flat].

## 8. REPRESENTATION AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful right and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project
- (iv) There are no litigation pending before any court of law with respect to the said land, project or the [Apartment].
- (v) All approvals, license and permits issued by the competent authorities with respect to the property said Land and [Apartment] are valid and subsisting and have been obtain 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 area.
- (vi) The Promoter has 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/Flat] which will, any manner, affect the rights of Allottee under this Agreement.
- (viii) The Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the said flat to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the flat to the Allottee and the common areas to the Association of the Allottees.

W2 - Praveet Kumar Narik  
W2 - Chandan Parida



- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule Property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rate, charges 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 the apartment/Flat, as the case may be, along with common areas( equipped with all the specification, amenities and facilities) has been handed over to the allottee and the association of the Allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Flat] to the Allottee within the time period specified. For the purpose of this clause 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.

9.2 In case of default by promoter under the conditions listed above Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

W1 - Pravat Kumar Barik  
W2 - Chantan Parila



- (ii) The Allottee shall have the option to terminate 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 apartment/Flat, along with interest at the rate specified in the rules within 30 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/she/they shall be paid, by the promoter; interest at the rate specified in the rules for every month of delay the handing over the possession of the flat which shall be paid the promoter to the allottee within 45 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 payment for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of default by Allottee under the condition listed above continued for a period beyond 03 consecutive months after notice from the Promoter in this regard, the promoter shall cancel the allotment of the flat in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the tax amount and this Agreement shall thereupon stand terminated.
- (iii) Provided that the promoter shall intimate the Allottee about such termination at least 30 days prior to such termination.

## 10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the flat/apartment as per the clause-1.2 under the Agreement from the Allottee, shall execute a Registered conveyance deed and convey the title of the [Apartment/Flat] together with proportionate indivisible share in the Common Areas to the association of Allottees or competent authority as the case may be within 3 (three) months from the issuance of the occupancy certificate to the Allottee. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorize the promoter to withhold registration of the conveyance deed in

W1 - Pravat Kumar Barik  
W2 - Charan Parida

his/her/their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee shall be solely responsible and liable for compliance of the provisions of Indian stamp act 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

### 11. MAINTENANCE OF THE SAID BUILDING /APARTMENT /PROJECT

- I. The promoter shall be responsible to provide and maintain essential services in the project for a maximum period of 3 months from the issuance of occupancy certificate of the project
- II. After 3 months as stated above, the association will maintain the common areas of the project along with the amenities and facilities provided in the project and allottees upon the issuance of the occupancy certificate of the project shall pay the maintenance charges there to the association.
- III. The Allottee shall pay the maintenance corpus deposits and the advance maintenance charges to the association of Allottees. The association of Allottees shall hold the maintenance corpus funds as the corpus for maintenance of the project and the advance maintenance charges to be adjusted with monthly maintenance charges.

### 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 Promoters failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

### 13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter /association of Allottees shall have rights of unrestricted access of all common areas, garages/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

WA - Pravat Kumar Banik  
WA - chandray panik



into the flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### 14. USAGE

**Use of Basement and Service Areas:** The basement(s) and services areas, if any, as located within the ROYAL HOMES, 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, firefighting 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 flat at his /her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the flat, or the staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the flat and keep the flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes assures and guarantees that he/she would not put any signboard /name plate, neon light, publicity materials or advertisement material etc. on the face / façade of the building or anywhere on the exterior of the Project, buildings therein or common area. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carryout any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the flat or place any heavy material in the common passages or staircase of the building. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter and thereafter the association of Allottees and/or maintenance agency

W1 - Parat Kumar Barik  
W2 - Chandan Parida



appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### 16. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY ALLOTTEE

The Parties is entering into this Agreement for the allotment of a flat with the full knowledge of all laws, rules, regulations, notifications, applicable to the Project.

#### 17. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan, Layout plan, Sanctioned plan, Specification, amenities & 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 execute this Agreement, he shall not mortgage or create a charge on apartment or the flat 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 charges shall not affect the right and interest of the Allottee who has taken or agreed to take such flat.

#### 19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottee that the project in its entirety is in accordance of 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-register as and when intimated by the promoter. if the Allottee fails to execute and deliver to the Promoter this Agreement within 30 days (thirty) days from the date of its receipt by the Allottee and/or appear

W11 - Pravat Kumar Barik  
W12 - Charan Parida

before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## 21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the apartment/plot/building, as the case may be.

## 22. RIGHT TO AMEND

This Agreement may be amended only 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 Allottee of the flat, in case of a transfer, as the said obligations go along with the [Apartment/Flat] for all intents and purpose.

## 24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Promoter may, as its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee is not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.

W1 - Pravat Kumar Barik  
W2 - Charan Parida

24.2 Failure on the part of the Promoter to enforce at any time or for any period of time the Provision hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## 25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law , as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in the Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in Project, the same shall be the proportion which the carpet area of the flat bears to the total carpet area of all the flats in the Project as the case may be.

## 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 provision of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## 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 Bhubaneswar after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said agreement shall be registered

WL - Ravat Kumar Parik  
WL - Chandan Parik



at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at the office of the Sub- Registrar. Hence this Agreement shall be deemed to have been executed at Jatni, Khordha.

## 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 address specified below or through mail:

Mr. Aditya Prasad Mishra,  
S/o. Prabhakar Mishra  
Flat No. D105, Divyanandan High dreams Apartments,  
Lane 12, Meenakshi Nagar,  
Berhampur, Odisha, PIN-760002  
Mob: 8763996489  
Email: rudra6227@gmail.com

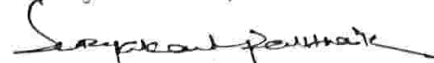
Sai Bhagabati Multi Projects Pvt Ltd  
Plot No-459(P), Nuasahi  
Nayapalli, Bhubaneswar, Odisha-751012  
Mob-9937071564  
Email: saibhagabatimultiprojects@gmail.com

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

## 30. JOINT ALLOTEE

That in case they are joint Allottee all communication 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 intense and propose to consider as properly served on all the Allottee.

Sai Bhagabati Multi Projects Pvt. Ltd.

  
Managing Director

< Aditya Prasad Mishra.

W1 - Pravat Kumar Barik  
W2 - Chandan Parida

**31. GOVERNING LAW:**

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

**32. DISPUTE RESOLUTION:**

All or any dispute arising out or touching open or in relation to the term and condition of this agreement, including the interpretation and validity of the terms thereof and the respective rights and obligation of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the act.

**33. ADDITIONAL TERMS AND CONDITIONS:**

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

33.1 The Allottee shall be bound and obliged to and undertake(s) to deposit with the concerned authorities the TDS if deducted, within the stipulated time as per Income Tax act 1961 and issue and hand over to the promoter, the relevant TDS certificate within the time period stipulated by applicable laws, failure whereof shall be deemed to be an event of default by the Allottee in his/her/their/its payment obligations.

33.2 Notwithstanding anything to the contrary stated anywhere in this agreement , any payment made by the Allottee (Notwithstanding any specific instruction regarding the same having been given/issued by the Allottee) shall, at the first instance, be applied by the promoter towards payment of the interest ascertained by the promoter as due and payable by the Allottee, and thereafter, the balance, if any, shall be utilized towards adjustments of the defaulted/delayed payments due from the Allottee as ascertained by the promoter, and the Allottee authorize(s) and empower the promoter to show adjust and/or appropriate all payments made by the Allottee, and the Allottee undertakes not to object the same and/or to demand/direct the promoter to adjust the payments in any manner.

W1 - Pravat Kumar Bantik  
W2 - Charan Panda

*Suryakant Deshmukh*  
Managing Director

< Aditya Prasad Mishra

33.3 in the event the Allottee is a person of Indian origin and/or a non-residence Indian (as such terms as respectively define/describe under the governing applicable laws), the Allottee confirm(s) that all remittances shall be made in compliance with all applicable laws as modified/revised from time to time, and the Allottee shall provide the promoter with all certification, declarations etc. Pertaining to/in support thereof. All refunds, if any in terms of this agreement, given to non-resident Indians and/or persons of Indian origin shall be made in Indian Rupees unless mandated otherwise by the then prevailing applicable laws.


33.4 The date of completion stipulated in the agreement for sale are hereby and hereunder accepted and confirmed by the Allottee and the Allottee hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in the agreement for sale, the said apartment is ready for handover in terms of this agreement, the Allottee undertake(s) and covenant(S) not to make or raise any abjection to the consequent preponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

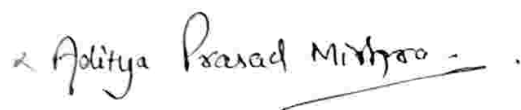
33.5 The promoter will have the right to decide upon which Blocks/apartments/common areas to be developed first in the ROYAL HOMES. All the Blocks/apartments/common areas may not be constructed simultaneously. The ROYAL HOMES will be completed in various constructions phases/slabs and availability of common areas, Recreational facilities and amenities services will be dependent on the construction phasing and planning of the promoter.

33.6 The Allottee shall neither do, execute or perform not permit the doing, execution or performance of any act, deed or thing whereby the construction or development of the ROYAL HOMES or the other phases of the larger property may in any manner be hindered or impeded or obstructed and further until hand over of the said apartment subject to the terms hereof.

W1 - Pravat Kumar Barik  
W2 - Chandan Parila

Sai Shagabati Multi Projects Pvt. Ltd.

  
Managing Director

  
Aditya Prasad Mishra



33.7 The Allottee agrees and understands that all the standard fitting, interiors , furniture, kitchenette and fixtures and dimension provided in the show/model residential unit executed and site only provides a representative idea and the actual apartment agree to be constructed will be as per specifications mentioned in part IV of Schedule A and the same may not include the fittings and fixtures of the model unit and event if such fittings and fixtures as provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.

33.8 In The event of any change in the specifications necessitated on account of any force majeure events or to improve or protect the quality of construction, the promoter, on the recommendation of the architect, shall be entitled to effect such changes in the materials and specifications provided the promoter shall ensure that the cost and quality of the substituted material or specifications is equivalent or higher than quality and cost of material of specification mentioned in the schedule.

33.9 In the event after receipt of the possession Notice, Allottee fail(s) and/or neglect(s) in making timely payment/deposit of each of the amount then outstanding and/or payable and/or to be deposited by the Allottee and/or in observing, fulfilling and performing each of his/her/their/its obligations, covenants, undertakings etc , the Allottee (s) fails to take possession of the said apartment/flat then without prejudice to the right of the promoter to terminate this agreement where upon the consequences enumerated in case of default by the Allottee shall apply.

33.9.0 The liability in perpetuity of the Allottee to make payment of all outgoing in respect of the said apartment/flat and the said ROYAL HOMES is as determined by the promoter, together with the applicable taxes, shall commence irrespective of the fact that on the stipulated date as per notice of possession, the said apartment has not been handed over to and/or taken over by the Allottee, and

33.9.1 The Allottee shall be liable to and agree(s) and undertake(s) to pay to the promoter, holding/carrying charges to be calculated at the rate of Rs 5000/- per month together with all applicable taxes thereon for the period of delay in taking possession of the said apartment by the Allottee (subject to the terms of this agreement) in addition to that the promoter shall not be liable or responsible for the damage, deterioration etc. That

W1 - Pravat Kumar Ranik  
W2 - Chandan Parita

may be caused to the said apartment due to such delay caused/occasions by and/or attributable to the Allottee and the Allottee shall be bound and obliged to take the handover of the said apartment (subject to and after compliance and fulfilment by the Allottee of each his/her/their/its obligation stipulated herein) on as is where is basis.

33.10 It is expressly read and understood that the right of the Allottee shall remain restricted to his/her/their respective apartment/Flat and the properties appurtenant there to and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any time whatsoever over and respect of any other apartment or space and/or any other portions of the projects.

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

33.11.0 All and /or any amounts collected by the promoter as the taxes and deposited with the concern authorities shall not be returned/refunded by the promoter, and the Allottee shall be free to approach to the authorities concerned for refund of such taxes, and the Allottee convenient(s) and undertake(s) not to setup or raise or make or initiate any claim, demand, action etc. Contrary to the aforesaid

33.11.1 Notwithstanding with the nonexecution of the agreement of cancellation, immediately on the issuance and/or acceptance/receipt of the termination notice by the promoter, the Allottee shall cease to have any right or claim or demand under this agreement and/or against the promoter save and except receipt of refund ,if any, and the promoter shall stand released and discharge from all its obligations and liabilities under this agreement, and the promoter shall be entitled to deal with the subject matter of this agreement in such a manner as the promoter may deem fit and proper..

W1 - Trirat Kumar Barik  
W2 - Chandan Partha



33.11.2 It is unequivocally agreed and understood that upon termination or cancellation of this agreement, execute a cancellation agreement for the same and registered the same with the registering authority, as and when intimated by the promoter at the cost and expense of the Allottee.

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

33.13 The name of the complex consisting of all the phases in the larger Property shall be and shall always be "ROYAL HOMES", and the Allottee and/or the Association of Allottees and/or the other apartment owners shall not be entitled to change the name and/or call upon the Promoter to change the same under any circumstances.

33.14 In addition to the amounts stated elsewhere in this Agreement, the Allottee shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to bear and pay the entire stamp duty, registration fees and other fees, taxes and charges as may be levied from time to time by the government and/or any other authority(ies) and/or any Governmental Authority on the registration of Agreement, Deed of Conveyance for apartment and Deed of Conveyance for Common Area and Cancellation Agreement for the transfer of the said Apartment and/or the undivided share, including those applicable/prevailing at the time of registration of the Agreement and/or Conveyance Deed and Cancellation Agreement It being further clarified that all costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of any Conveyance deed of the Common Areas shall be borne and paid by the Allottee on pro rata basis.

33.15 If due to any act, default, or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

W1 - Praveen Kumar Banik  
W2 - charan panila



33.16 It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Allottee or their nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use. Further that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Allottee, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors / Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in structure of the Apartment and in the workmanship executed.

33.16.0.1 Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other Encumbrances over and in respect of the Property and/or said ROYAL HOMES Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial Institution to obtain construction finance provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, tide and interest of the Allottee. For the avoidance of any doubt, it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Property and/or Said ROYAL HOMES land and/or the building, and no separate consent of the Allottee shall be required for the said purpose.

W1 - Pravat Kumar Barik

W2 - Chandan Parida

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

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

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

Sai Pragathi Multi Projects Pvt. Ltd

  
Managing Director

← Aditya Prasad Mishra.

W1 - Pravat Kumar Bank

W2 - Charan Parida



33.20 The Allottee prior to execution of the Deed of Sale nominates his/her/their provisionally allotted apartment unto and in favour of any other person or persons in his/her/their place and stead, the Allottee may do so with the permission of the promoter subject to payment of administrative charges @2% (two percent) of the total price to Promoter.

However, it being agreed and understood that, in the larger interest of the development proposed at the said ROYAL HOMES, which would inter alia protect the rights of and/or ensure to the benefit of the Allottee, the Promoter shall, at its sole and absolute discretion and without assigning any reason and/or justification, be entitled to decline to accept/consider any such request of the Allottee.

### 33.21 REPRESENTATIONS, WARRANTIES, OBLIGATIONS 'AND COVENANTS OF THE PARTIES:

The Allottee hereby agree(s), acknowledge(S), covenant(s) and undertake(s) to the

#### Promoter, as follows: -

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

W1 - Pravat Kumar Barik  
W2 - Chandan Panida



33.21.1 Not use or permit the said Apartment/Flat or any part thereof to be used, directly and/or indirectly, for any purpose which may or is likely to cause nuisance or annoyance to the other Apartment/Flat Allottees and/or to the users/occupiers of the other Apartments and/or to the owners/users/occupiers of the other portions of the building and/or the said ROYAL HOMES and/or the other Phases of the Property and/or the adjoining/neighbouring premises and/or any other owners & occupiers.

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

33.21.3 Not to fix or install in the said Apartment, air conditioner(s) other than split/ package air conditioner(s), and further each of such air-conditioner(s) and the unit(s) thereof (both indoor and outdoor) shall be fixed/installed only at such place(s) which have been specified by the promoter for the same.

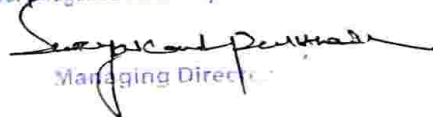
33.21.4 Not to do any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/hinder the construction and/or development and/or completion and/or transfer/alienation by the Promoter of any part or portion of the said ROYAL HOMES thereto.

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

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

W1 - ~~Ward~~ Kumar Rank

W2 - Charan Parida

  
Managing Director

Aditya Prasad Mishra

33.21.7 To maintain the limited firefighting arrangement(s) as provided by the Promoter, and not to alter the same, and further to comply with and adhere to/with all the laws, rules and guidelines pertaining to fire safety including by installation of all necessary, proper and adequate firefighting, fire protection equipment(s) fire detection and smoke extraction systems amongst others at], and the Allottee shall be and remain solely liable and responsible for strict and prompt adherence to and compliance with all laws, rules, guidelines, regulations etc. pertaining to fire safety and protections etc. as also for any violation thereof, and the Allottee shall keep each of the Indemnified Parties and each of the permitted users and occupiers of all the Apartments, the owners and permitted users/ occupiers of the several units/areas/spaces/portions at/of/comprising the Building and/or the said ROYAL HOMES, and the users and occupiers of the adjoining/neighbouring premises fully safe, harmless and indemnified in respect thereof.

33.21.8 To carry out any permitted interior works and/or any permitted repairs and maintenance works and/or any other permitted works inside the said Apartment only during such working hours and only on such working days as stipulated by the Association of Allottees and the Allottee shall ensure that any repair and/or maintenance and/or other works do not cause any manner of annoyance and/or nuisance to the other users/ occupants of the Building and/or the said ROYAL HOMES Land and/or of the adjoining/ neighbouring premises and/or the other Owners & Occupiers and in the event of violation of any of the above, the Association shall be entitled to forthwith Stop the same without any liability, at the cost and expense of the Allottee.

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

33.21.10 Not to alter the elevation and/or the outside colour scheme of or decorate in any manner whatsoever, the exposed/external walls of the Building, the Said Apartment, the Balcony/Verandah, the open Terrace,

W1 - Pravat Kumar Bantik

W2 - Chandan Panda



the lounges, passages, corridors, any of the areas comprising the Common Areas etc. and/or any external walls and/or both the faces of the external doors and windows of the Said Apartment, which in the opinion of the Association inter alia differs from and/or is in deviation from and/or may effect the colour scheme of the Building and/or the elevation thereof, such opinion Of the Association of Allottees, being final and binding on the Allottee.

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

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

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

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

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

W1 - Pravat Kumar Barik

W2 - Chandan Parida



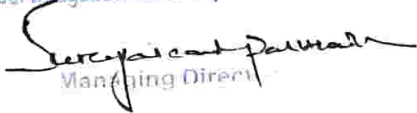
33.21.16 To use the Common Areas in common with the Promoter, the Allottees of the ROYAL HOMES and the permitted users and occupiers of all the Apartments, the Promoters and permitted users and occupiers of the several units/ areas/spaces/portions at/of/comprising the Building and/or the said ROYAL HOMES,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

33.21.17 To use only such routes of entry into and/or exit from the said ROYAL HOMES Land and/or the building as specified by the Promoter.

33.21.18 To Co-operate with and assist the Promoter in applying for and obtaining apportionment and separation in the records of appropriate local authority in respect of the local taxes payable by the Allottee, and to sign, execute and deliver all such deeds, documents etc. as also to make payment of such fees, costs. charges etc. in respect thereof as determined by the Promoter from time to time, and within 30 (thirty) days from the date of such apportionment and separation, to apply for and obtain, at his/her/their/its own cost and expense, mutation in the records of the appropriate local authority in the name of the Allottee in respect of the Said Apartment. and to be and remain liable and responsible for all the consequences, penalties etc. emanating and/or resulting and/or arising from any delay and/or default in complying with the aforesaid, and thus keep each of Promoter, the Association of Allottees and the Retained Areas Owners & Occupiers safe, harmless and indemnified in respect thereof.

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

Sai Bhagabati Multi Projects Pvt Ltd.

  
Managing Director

  
Aditya Prasad Mishra

W1 - Pravat Kumar Banik  
W2 - Charan Parita

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

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

### 33.22 MAINTENANCE OF THE COMMON AREA:

33.22.0 The Allottee along with the other Allottees in the said ROYAL HOMES shall join and form an Association of Allottees as permitted by law ("Association of Allottees") for the maintenance of the ROYAL HOMES and/or may form a Federation with the Association of Allottees as permitted under the local law for the maintenance of the common areas common to the Allottees of or For the said purpose the Allottee shall sign and execute application for registration and/or membership and other papers and documents as may be necessary for the formation and registration of such Association of Allottees and/or Federation and for becoming a member and forming bye laws of the proposed Association of Allottees and/or Federation. The Allottee shall duly fill in sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee so as to enable the Promoter to register the Association of Allottees and/or Federation. The Promoter shall not be liable for any claims or penalties for delay in forming the Association of Allottee and/or Federation, on account of any delay of the Allottee in complying with the above.

33.22.1 The Promoter may become a member of the Association of Allottees and/or Federation to be extent of all unsold and/or un-allotted Apartments, areas and spaces in the Project.

33.21 - 33.21.21 - 33.21.20 - 33.22.0 - 33.22.1

33.21 - 33.21.21 - 33.21.20 - 33.22.0 - 33.22.1

SCHEDULE "A"

Part-I

(Property)

Dist: Khurda, Tahasil - Jatni, SRO- Jatni, Mouza- Botanda

Khata No. 68, Plot No: 228, Area A0.603 decs. and Khata No: 120,

Plot No. 227, Area A0.600 decs. totally admeasuring Ac.1.203 decimal

Totally 2 Khatas, 2 Plots, admeasuring Ac.1.203 decimal

Part-II


(Devolution of Title)

M/s. SAI BHAGABATI MULTI PROJECTS PVT. LTD., (CIN-U45201OR2011PTC013872) (PAN-AAQCS0279N), a company registered under the Companies Act, 1956 having its registered office at Plot No-459 (P), Nuasahi, Nayapalli, Bhubaneswar, Odisha,751012.

Property totally admeasuring Ac.1.203 decimal of Khata No. 120 & 68, Plot No: 227 & 228, , situated at Mouza- Botanda in Tahasil- Jatni & District- Khurda in the State of Odisha ("said Land") through IRREVOCABLE GENERAL POWER OF ATTORNEY HOLDER FOR & ON BEHALF OF (1) Smt. Nayana Paikaray, (2) Sri Lingaraj Paikaray, (3) Geetanjali Paikaray, (4) Reetanjali Paikaray, (5) Sujata Paikaray, (6) Smt. Upama Harichandan, (7) Sri Debendra Paikaray, , (8) Sri Prahallad Paikaray, , (9) Binod Paikaray, , (10) Sri Akshya Paikaray, (11) Sri Pranab Paikaray, (12) Susanti Pattnaik, (13) Suratama Mohanty, (14) Sri Pramod Paikaray, (15) Nalini Parija, (16) Bidutprava Mohanaty, (17) Sri Prasant Paikaray, (18) Sri Susant Paikaray, (19) Sri Basanta Paikaray, (20) Susama Paikaray, (21) Sulochana Subudhi, (22) Anupama Mohanaty & Paikaray., vide document No. 1121600066, Dtd.- 11/01/2016 at the office of the Sub-Registrar Jatni.

W1 - Pravat Kumar Barik  
W2 - Charan Parida

Sai Bhagabati Multi Projects Pvt. Ltd

  
Managing Director

Aditya Prasad Mishra.



### Part-III

(SAID APARTMENT/FLAT)

The Apartment/ Flat No. 218, (RERA Unit-32) on the 2<sup>nd</sup> Floor, Block-A being constructed in the name of ROYAL HOMES as per the specification detailed in Part-IV of below schedule -A having Carpet Area of 1112.00 sq.ft

### Part-IV

(SPECIFICATION)

- **Foundation:** Pile Foundation
- **Structure:** Earthquake resistant RCC frame
- **Flooring:** Vitrified floor tile in Drawing, Dining & Bed Rooms
- **Kitchen:**
  - 1-Wall: Ceramic tiles 2' above working platform.
  - 2- Flooring: Anti-skid floor tiles.
  - 3-Fittings: Granite working platform with stainless steel sink.
- **Toilet:**
  - 1- Wall: Designer tiles up to 7' height.
  - 2- Flooring: Anti-skid floor tiles.
  - 3- Fittings- Wash basin, WC/Commode of reputed make & all taps and fittings with designer C.P. of reputed make.
- **Wall Finish:** Exterior- Premium Exterior weather coat  
Interior- Inside putty with primer
- **Windows:** Aluminium Frames and MS grills.
- **Doors:** Door Frame WPC/Sal Wood Both side laminated water proof flush Doors.
- **Electrical:** 1. Concealed electrical network with reputed quality copper wires.
  - Switches:** Modular type switches and sockets.
  - Points:** TV points in all rooms. Adequate electrical points for all bed rooms, living, dining, kitchen & toilets. Points for washing machine as per plan. Power point for AC in all bed rooms & living rooms. Telephone points in living room

W1 - Pravat Kumar Narik  
W2 - Chandan Panth

- **Lift & Staircase:** 6 Nos of Lift including Stretcher Lift  
Main & fire escape staircase epoxy painted flooring  
(Rough Finish)  
Lift Jamb: Stone/Granite/Ceramic  
Lobby Floor: Vitrified/ Ceramic tiles
- Granite with designed tiles.
- **Water Supply:** 24 hours water supply with deep bore and over head water tank.
- **Power Supply:** 24 hours power supply from TPCODL supported with generator back up.

**Disclaimers:**

- I. Surface flatness/ linier dimensions of all tiles will be as per I.S standards. Hence allowable tolerance limits towards warpage, lippage etc. as per I.S codes shall be applicable.
- II. Vitrified tiles and granite are heterogeneous materials containing veins, fissures and with tonal difference because of firing, slight variation from the standard colour is unavoidable for vitrified tiles. There will be colour & makings cause-by-their complex mineral composition and incorporated impurities. As such it is impossible to guarantee homogeneity. Granite slabs are pre-polished before laying and care will be taken for their installation. However, granite being a hard material cannot be re-polished after installation. Hence some imperfections may be seen at the joints. Although the vitrified tiles and granite are cut and produce by available standards of workmanship and machinery, the surface of these materials are not perfectly straight of flat and it is not always possible to avoid the resultant gaps/voids formed beneath the vitrified and granite tiles/slab after installation. The tonality and pattern of vitrified or granite selected and installed shall be subject to availability.
- III. Dimensions shown in brochure are all 'structural dimension' and not 'finished dimension'. The Carpet area has been calculated based on structural dimension only.
- IV. As the wall finishes are 'putty finish over raw surface' and not Pata finish, minor flaws relating to edge finish, undulation etc. may be present. Hence

WA - Pravat Kumar Banik  
WA - Charan Parida

*Suryakant Panigrahi*  
Managing Director

*Aditya Prasad Mishra*

anything which can be rectified during painting work, should not be considered as defect.

- V. Warranty of equipment will be provided for manufacturing defects only and not for mishandling of equipment.
- VI. The bathroom/Toilets have inherent characteristics of tiles minor water accumulation may occur in certain pockets which should not be considered as defect.
- VII. The brand(s) and model(s) of equipment, sanitary wares, fittings, accessories and other appliance to be supplied by the vendor may be changed subject to availability.
- VIII. Visual representation such as layout plans, finishes, illustrations, pictures, photographs and drawings in the project are artists impression only and not representation of fact. Such representation are for general guidance only and should not be relied upon as accurately describe any specific matter.
- IX. Throughout the execution of all items of work including flooring material, doors, aluminium etc.; the relevant norms and standard of existing current Indian standard code shall be followed.

#### Part-IV (Amenities)

- Gated Community
- Club House
- Multi Gym
- Sky Lounge
- Rooftop Terrace Garden
- Yoga Deck
- Jogging Track
- Temple
- Children Play Area
- Water Fountain
- Visitors Waiting Lounge
- Indoor Game Zone
- STP
- Landscape Garden
- Passenger Automatic Stretcher Lift
- Auto Power Back up
- Three Phase Power Supply
- 100% Power Back up to all Common Areas
- Senior Citizens Sit Out Space
- CCTV

W1 - Pravat Kumar Bantik  
W2 - Chandan Panigrahy



## SCHEDULE "B"


### (Payment Plan)

The price for said flat is Rs. 80,12,700/- (Rupees Eighty Lakh Twelve Thousand Seven Hundred Only)). The promoter, by separate receipts has acknowledge the payment already made by the purchaser to the promoter as part of the sale price. The allottee shall pay the instalments for the total price of the said Apartment/Flat as per the payment schedule given below:

## PAYMENT SCHEDULE

Description	%age	Amount	GST @5%	Total
		(Rs.)		
Initial Booking: 10% of the Total Cost.	10%	801270.00	40063.50	841333.50
1 <sup>st</sup> Instalment: 20% of the total cost at time of allotment & agreement within 30 days of booking.	20%	1602540.00	80127.00	1682667.00
2 <sup>nd</sup> Instalment: 15% on completion of foundation & still roof slab casting.	15%	1201905.00	60095.25	1262000.25
3 <sup>rd</sup> Instalment: 10% on completion 1 <sup>st</sup> floor roof slab	10%	801270.00	40063.50	841333.50
4 <sup>th</sup> Instalment: 10% on completion 2 <sup>nd</sup> floor roof slab	10%	801270.00	40063.50	841333.50
5 <sup>th</sup> Instalment: 10% on completion 3 <sup>rd</sup> floor roof slab	10%	801270.00	40063.50	841333.50
6 <sup>th</sup> Instalment: 10% on completion 4 <sup>th</sup> floor roof slab	10%	801270.00	40063.50	841333.50
7 <sup>th</sup> Instalment: 5% on completion of brick work & inside plastering of respective flat Plus transformer charges	5%	400635.00	20031.75	420666.75
8 <sup>th</sup> Instalment: 5% on completion of flooring of respective flat	5%	400635.00	20031.75	420666.75
9 <sup>th</sup> Instalment: 5% before 7days of possession + society and security charges	5%	400635.00	20031.75	420666.75
<b>Grand Total</b>	<b>100%</b>	<b>8012700.00</b>	<b>400635.00</b>	<b>8413335.00</b>

Sarvagathi Multi Projects Pvt. Ltd.

  
Managing Director

  
Aditya Prasad Mishra,

W1 - Praveen Kumar Rank W2 - charan parida

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Sai Pragabati Multi Projects Pvt. Ltd.

  
Managing Director

**SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER**



**SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTEE**

IN THE PRESENCE OF:

1. Trenat Kumar Barik  
S/o - Hata Kishore Barik  
At - Alaidike  
Po - Balugaon  
Dist - Khondha  
Pin - 752021
2. Charan Parida  
S/o - Ganunakar Parida  
At - Balisahi Patara  
Po - Kerkaragarh  
Dist - Kendrapara  
Pin - 754246

IDENTIFIED BY

  
20/11/23

Ashish Son

2-12-0-112194

-Registration ID No. 1122507098  
-Registration Dist. No. 1122506943  
Book No. 1  
Date 20/11 and year 23

20/11/23  
20/11/23

