

ANNEXURE 'A'

[See rule 9]

AGREEMENT FOR SALE

This agreement for sale ("Agreement") executed on this..... day of..... 20.....

By and Between

S SQUARE CASTLE, a partnership firm registered under the Indian Partnership Act.1932, having its principal place of business at Mega chamber 3rd Floor, Opp. HDFC Bank, Waltair Road, Visakhapatnam. (PAN: AETFS5948E). Represented by its authorized Partner Mr. Sateesh Shukla, (Aadhar No. 600400548975) hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)

AND

[If the Allottee is a company]

....., (CIN no.) a company incorporated under the provisions of the companies Act, [1956 or 2013, as the case may be], having its registered office at, (PAN) represented by its authorized signatory,..... (Aadhar no.) Duly authorized vide board resolution dated hereinafter referred to as the "Allottees "(which expression shall unless repugnant to the context or meaning thereof be deemed to include his heir's representatives, executor's administrator's successors in interest and permitted assignees)

[OR]

[If the Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at, (PAN) represented by its authorized Partner (Aadhar no.) authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)

[OR]

[If the Allottee is an Individual]

Mr. /Ms., (Aadhar No.....) son of..... Aged about residence at, (PAN: hereinafter referred to as the "Allottees "(which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs representatives, executors administrators successors in interest and permitted assignees.

[OR]

[If the Allottee is an HUF]

Mr. /Ms., (Aadhar No.....) son of..... Aged about for self and as the Karta of the Hindu joint mitakshara family known as HUF, having its place of business / residence at, (PAN: hereinafter referred to as the " Allottee " (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs representatives, executors administrators successors in interest and permitted assignees as well as the members of the said HUF, theirs heirs executors administrators successors in interest and permitted assignees)

[Please insert details of the other allottee (s) in case of more than one allottee]

The promoter and allottee shall hereinafter collectively be referred to as the parties and individually as a “Party”

WHEREAS:

- A. The Owner and the Promoter have entered into development agreement coupled with general power of attorney duly registered at sub registry office kharagpur vide Document No. 2340/2023 and 2353/2023, dated 17th march 2023 for a site measuring 1350 sq.yds or 1128.77 sq.mtrs situated state of west Bengal , district Paschim Midnapur police station kharagpur local under Chaungal Gram Panchyat, A.D.S.R-Kharagpur, Mouza- Mandan Mohan, J.L. No.308 RS & LR Plot No. 123, record in eleven LR Khatian respect Of the 11 Site Owners Being more fully described in Schedule “A”
 - B. The said land is earmarked for the purpose of building a (commercial /residential/ any other purpose) project, comprising LG+G+5 multistoried apartment building and [insert any other component of the project] and said project shall be known as (“Two Project”).
 - C. The promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right title and interest of the promoter regarding the said land on which project is to be constructed have been completed.
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- D. The Midnapore Zilla Parishad [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the project vide approval dated bearing no. 4447-RD-P/RIDE/IV–43/2024
 - E. The promoter has obtained the final layout plan approval for the project from Midnapore Zilla Parishad, P&NRD No. 4447-RD-P/RIDE/IV–43/2024, and Chaungal from Panchyat.
 - F. The promoter has registered the project under the provisions of the act with the real estate regulatory authority at no on under registration.
 - G. The Allottee had applied for an apartment in the project vide application no. Dated and has been allotted apartment no. having carpet area of square feet, type On floor in (tower/ block/ building) no (“Building”) along with garage/ closed parking no. Admeasuring..... square feet in the [please insert the location of the garage closed parking), as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of section 2 of the act (hereinafter referred) to as the “apartment” more particularly described in schedule A and the floor plan of the apartment is annexed hereto and marked as scheduled B)
 - H. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein
 - I. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules regulations notifications etc, applicable to the project.

- J. The parties relying in 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 onto this agreement on the terms and conditions appearing hereinafter
- K. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the allottees hereby agrees to purchases the [apartment/ plot] and the garage/ closed parking (if applicable) as specified in paragraph G

NOW THEREFORE, in consideration of the mutual representation covenants, assurances, promise and agreement contained herein and other good and valuable considerations, the parties agree as follows:

1. Terms:

Subject to the terms and conditions as detailed in this agreement, the promoter agrees to sell to the allottee and the allottee hereby agrees to purchase the [apartment /plot] as specified in paragraph H:

The total price for the [apartment /plot] based on the carpet area is Rs.

(Rupees..... only) ("Total price") (Give break up and description):

Block building tower no	Rate of apartment per square feet
Apartment no	
Type	
floor	

Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc

[AND] [If/as applicable]

Garage/ Closed parking -1	Price for 1
Garage/ Closed parking -2	Price for 2

[OR]

Plot no.	Rate of Plot per square feet
Type	

The Total price includes Taxes (consisting of Tax paid by the allottee to the promoter towards the [“TWO SQUARE”])

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter up to the date of handing over the possession of the Apartment Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the vendee to the Promoter shall be increased/reduced based on such change /modification;

The Promoter shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 15(Fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Purchaser 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;

The Total Price of the Apartment includes 1) Pro-rata share in the Common Areas.

The Total Price is escalation-free, save and except increases which the purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and on the failure of the Demand Payment by Vendee to Promoter. The Promoter undertakes and agrees that while raising demand on the vendee for an increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments

The Purchaser shall make the payment as per the payment plan set out in Schedule D (“Payment Plan”).

The Promoter may allow, in its sole discretion, a rebate for early payment of installments payable of installment payable by the Allottee by discounting such early payment @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, specifications and the nature of fixtures, fittings, and amenities described therein in respect of the apartment as the case may be, without the previous written consent of the Purchaser Provided that the Promoter may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area/Super built up Area that has been allotted to the vendee after the construction of the building is complete and the occupancy certificate is granted by the Promoter, by furnishing details of the changes, if

any, in the carpet area or Super built up Area. The total price payable for the carpet area or Super Built-Up Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area/Super built Up Area within the defined limit then Promoter shall refund the excess money paid by vendee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the vendee. If there is an increase in the carpet area/Super Built up Area allotted to Vendee, the Promoter shall demand that from the vendee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square foot as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, that the VENDEE shall have the right to the [“TWO SQUARE”] as mentioned below:

- (1) The Vendee shall have exclusive ownership of the Apartment
- (2) The vendee shall also have an undivided proportionate share in land measuring 1350 Sq yard and in the Common Areas. Since the share/interest of vendee in the Common Areas is undivided and cannot be divided or separated, the vendee shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.
- (3) That the computation of the price of the [“TWO SQUARE”] includes recovery of the price of land , construction of the common areas, internal & external development charges wiring, taxes , cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc and includes cost for providing all other facilities as provided within project.

It is made clear by the Promoter and the Vendee agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for integration of infrastructure for the benefit of the vendee. It is clarified that Project’s facilities and amenities shall be available only for use and enjoyment of vendee of the Project.

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the vendee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, or other encumbrances and such other liabilities payable to competent authorities which are related to the project). If the Promoter/vendor fails to pay all or any of the outgoings collected by it from the vendee or any liability, before transferring the apartment to the vendee the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. The Vendee have paid a sum of Rs.(Rupeesonly) as booking amount) being part payment towards the Total Price of the Apartment in the following manner the receipt of which the Promoter hereby acknowledges and the vendee hereby

agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the vendee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the agreement and the Promoter abiding by the Construction milestones the allottee shall make all payments on demand by the Promoter, within the stipulated time as mentioned in the payment plan.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The allottee shall be solely responsible for complying with the necessary formalities, other applicable remittance of payment acquisition/sale/transfer of immovable properties in India etc and the promoter approvals which would enable the promoter to fulfill its obligations under this agreement.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS THE ESSENCE

Time is of the essence for the Promoter as well as the Vendee, The Promoter shall Abide by the schedule for completing the project and handing over the Apartment to vendee after receiving the occupancy certificate. Similarly, the Vendee shall make timely payments of the instalment and other dues payable by Him/her and meet the other obligations under the Agreement subject to the Simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan"). If the Vendee fails to pay the instalment on time Then Promoter have the rights to increase the price offered to Vendee.

6. CONSTRUCTION OF THE PROJECT

The allottee has seen the specifications of the ["TWO SQUARE"] and accepted the Payment plan, floor plans, layout plans which has been approved the competent

Authority, as represented by the promoter, and the promoter shall develop the Project in accordance with the said layout plans, floors plan and specifications. Subject to the terms in the agreement, the promoter undertakes to strictly abide By such plans approved by the competent authority, other than in the manner Provided under the act and breach of the agreement

7. POSSESSION OF THE APARTMENT / PLOT

Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the apartment is the essence of the (Agreement) is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on within 24 months from the date of this agreement unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the project is delayed due to the Force Majeure conditions then the A agree that the Promoter shall be entitled to the extension of time for delivery of possession of the apartment, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The vendee agrees and confirm that in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter/Vendor from this agreement within 45 days from that date. After refund of the money paid by the vendee. Vendee agrees that he/ she shall not have any rights, claims, etc. against the Promoter/vendor and that the Promoter/ vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession-

The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment /Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within Days of receiving the occupancy certificate of the Project.

Failure of Allottee to take Possession of [Apartment/Plot]:

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the [Apartment/Plot] 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.

Possession by the vendee-

After obtaining the occupancy certificate and handing over physical possession of the Apartment to the vendee, it shall be the responsibility of the Promoter/vendor to hand over the necessary documents and plans, including common areas, to the association of the vendee or the competent authority, as the case may be, as per the local laws.

Cancellation by Allottee-

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/ withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable , on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 Days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/VENDOR

- i. The Promoter/VENDOR hereby represents and warrants to the as follows:
- ii. The VENDOR has an 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;

- iii. The VENDOR has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project;
- iv. There are no encumbrances upon the said Land or the Project;
- v. There are no litigations pending before any Court of law with respect to the said Land, Project, or the Apartment;
- vi. All approvals, licenses, and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the VENDOR has been and shall, at all times, remain to comply with all applicable laws about the Project, said Land, Building, and [Apartment], and common areas;
- vii. The Promoter /VENDOR has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Allottees created herein, may prejudicially be affected;
- viii. The Promoter/VENDOR has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of VENDEE under this Agreement;
- ix. The Promoter/VENDOR confirms that the Promoter/VENDOR is not restricted in any manner whatsoever from selling the said Apartment to the VENDEE in the manner contemplated in this Agreement;
- 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/Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 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/vendor in respect of the said Land and/or the Project.
- xiii. Sale or rental value.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the promoter shall be considered under a Condition, of Default, in the following events:

- a. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- b. Discontinuance of the Promoter's business as a developer on account of

suspension or revocation of his registration under the Provisions of the Act or the rules or regulations made thereunder.

The allottee shall be considered under a condition of default on the occurrences of

The following events:

- c. In case the Allottee fails to make payments for Consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite have 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.
- d. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the (Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this agreement shall there upon shall terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with Proportionate indivisible share in the common area within Three month from the issuance of the occupancy certificate. However in case the Allottee fails to deposits the stamp duty registration charges and all other incidental and legal expenses etc. so demanded with the period mention in the demand letter the Allottee authorize the Promoter to withhold registration of the conveyance deed to his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is paid by the Allottee. The Allottee shall be Soley responsible and liable for compliance of the provision for the Indian Stamp Act 1989 including any action taken in difference penalties imposed by the competent authorities.

11. MAINTENANCE OF THE SAID BUILDING /APARTMENT/PROJECT

The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the total price

12. DEFECT LIABILITY

It is agreed that in case any structural defect 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 5 (five) years by the vendee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTANCE CHARGES

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/ or maintenance agency to enter into the [apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGES

Use of basement and service areas: the basement and service areas if any as located within the (TWO SQUARE) shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub station, transformers, DG se rooms, underground water tanks, pump rooms, maintenance and service rooms and equipment etc.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 Above, the allottee shall after possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/

Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair laid maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas.

17. COMPLIANCE OF LAW, NOTIFICATION ETC BY ALLOTTEE

The Allottee is entering into this agreement for the allotment of Apartment with full knowledge of all law rules and regulations, notification applicable to the Project in general and this project in particular That the allottee hereby undertakes that he/she shall comply with and carry out from time to time after he/she has taken over the occupation and see the said Apartment all the requirement requisition demand and repair which are required by any competent authority in respect of the Apartment at his//her own cost.

18. ADDITIONAL CONSTRUCTION

The promoter undertakes that it has no right to make additions or to put up additional structures anywhere in the project after the building plan has been approved by the competent authority by the competent authority except for as provided in the act.

19. .PROMOTER/VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Apartment/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the VENDEE who has taken or agreed to take such [Apartment/Flat].

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter of the Allottee until firstly the Allottee signs and delivers this Agreement with all the schedule along with the payment due as stipulated in the Payment Plan within 30 Thirty Day from the date of receipt of 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 (Thirty) days from the date of its receipt by the Allottee and or appear before the Registrar Sub Registrar of Assurance for its registration to and when intimated by the Promoter 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 deposits by the Allottee in connection therewith including the Booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties regarding the said Apartment/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of

the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/ Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may at its sole option and discretion without prejudice to its rights as set out in this agreement waive the breach by the Allottee, in not making payment 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.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or enforceable under the Act or the Rules and Regulation made thereunder or under other applicable law such provision 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 confirm to Act or the Rules and Regulation made thereunder o this applicable law as the cam ay be and the remaining applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPRTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.

Wherever in this agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in Project the same shall be the proportion which the carper arear of the Apartment bears to the total carpet area of the Project.

28. FURTHER ASSURANCE

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other action in addition to the instrumented actions specifically provided for herein as may be reasonably required in order to effectuate the provision of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some otter place, which may be mutually agreed between the Promoter and the Allottee in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kharagpur.

30. 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:

_____ (Name of Allottee)

_____ (Adress of Allottee)

M/s S Square Castle
Mega Chamber, Opp HDFC Bank,
Waltair Main Road, Visakhapatnam
Andhra Pradesh- 530002

31. JOINT VENDEE

That in case there are Joint vendee all communications shall be sent by the Promoter to the vendee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the vendee.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced by the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or about the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

PURCHASER/VENDEE

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix
Photograph
and Sign
Across the
Photograph

Please affix
Photograph
and Sign
Across the
Photograph

Please affix
Photograph
and sign
Across the
Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTER

(Partner)

WITNESSES:

1. Signature _____

Name _____

2. Signature _____

Name _____

SCHEDULE A

ALL THAT the piece vastu land measuring 28 (Twenty eight) decimals be the same a little more or less lying and situated within the State of West Bengal, District- Paschim Medinipur, Police Station – Kharagpur Local, under Changual Gram Panchayat, A.D.S.R. - Kharagpur, Mouza – Madanmohan, J. L. No.-308, R. S. & L. R. Plot No. - 123, recorded in eleven L. R. Khatian in respect of the above 11 Owner/ 1st party viz. (1) Shib Narayan Maity, L. R. Khatian No.- 1855, Area 3(three) decimals, (2) A. K. S. Prakash, L. R. Khatian No.-1848, Area 3 (three) decimals, (3) Smt. D. Naga Sai Vani, L. R. Khatian No.-1852, Area 3(three) decimals, (4) K. Bhanu Prakash, L. R. Khatian No.-1849, Area 3(three) decimals, (6) Smt. E. Radhika, L. R. Khatian No.-1856, Area 2(two) decimals, (6) Smt. Mampi Sarkar, L. R. Khatian No.-1850, Area 3(three) decimals, (7) Smt. A. Nava Durga, L. R. Khatian No.- 1853, Area 3(three) decimals, (8) Smt. Debalina Das, L. R. Khatian No.-1857, Area 2(Two) decimals, (9) Smt. Boddepalli Prabha, L. R. Khatian No.-1858, Area 3(three) decimals, (10) Smt. Kalyani Das, L. R. Khatian No.- 1847, Area 1(one) decimals and (11) Smt. Bijali Das, L. R. Khatian No.-1851, Area 2(two) decimals and these eleven piece of land have been, for the purpose of development, amalgamated into a single pice and parcel of land of 28 decimals, nature of the land is “ **Vastu**” vacant land hereinabove also and hereinafter referred and called to as the “**said Premises**”.

ON THE SOUTH : Rest land of Plot No.-123.

ON THE NORTH : 20'0" wide Kancha Road.

ON THE EAST : Nayanjuli.

ON THE WEST : Rest Land of Plot No.-123.

This is not an assigned property or govt. property.

Boundaries of Flat No on Ground Floor

East : Open to Sky

South : Open to Sky

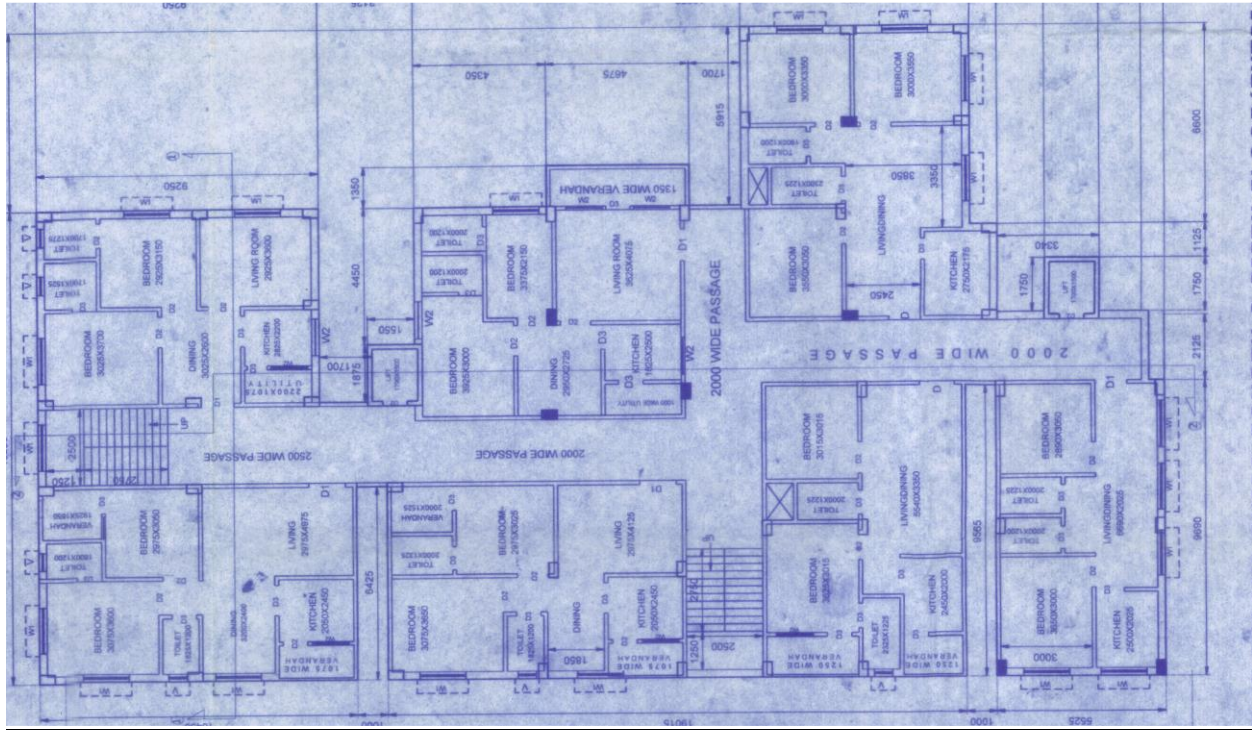
West : Open to Sky

North :

Common Corridor

SCHEDULE B

FLOOR PLAN



SCHEDULE C

PAYMENT PLAN

A payment plan by the VENDEE

(1) 10% of the value paid through Bank Transfer against Money Receipt to be issued at the time of receiving Payment and the same shall form a part of Sale Deed.	
(2) 20% upon completion of Foundation and Plint	
(3) 10% of the Total Value on Ground Floor Roof Casting	

(4) 10% of the Total Value on First Floor Roof Casting	
(5) 10% of the Total Value on Fifth Floor Roof Casting	
(6) 10% of the Total Value on Booked Flat Brick Work.	
(7) 10% of the Total Value on Completing Plaster of the Booked Flat.	
(8) 10% of the Total Value on Fixing of Main Door, UPVC Window and Bathroom Fittings	
(9) 5% of the Total Value on Installation of LIFT.	
(10) 5 % the Total Value on Notice of Possession	

*All the timelines are from the date of this agreement and are subject to timely release of the stage payments