

## AGREEMENT FOR SALE

This Agreement for Sale is executed on this \_\_\_ day of \_\_\_ 2025.

### BY AND BETWEEN

**GLOBLE CONSTRUCTION**, a Proprietorship Firm having its registered office at Mirzabazar, P.O.- Midnapore, P.S.- Kotwali, District- Paschim Medinipur, West Bengal, 721101, PAN No. AWIPK6708M, represented by its proprietor namely **IMRAN KHAN**, son of Lt. Mujibu Rahaman Khan (PAN No. \_\_\_, Aadhaar No. \_\_\_), by religion – Muslim, by occupation – Business, residing at Mirzabazar, P.O.- Midnapore, P.S.- Kotwali, District- Paschim Medinipur, West Bengal, 721101, hereinafter referred to as the **“PROMOTER/DEVELOPER”** (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).

### AND

**MR/MRS** \_\_ (Aadhaar No. \_\_\_), (PAN No. \_\_\_) Son of/Daughter of \_\_\_ aged about \_\_\_ years, by religion- \_\_\_, by occupation- \_\_\_, residing at \_\_\_, P.O.- \_\_\_, P.S.- \_\_\_, District- \_\_\_, Pin- \_\_\_, hereinafter referred to as the **“PURCHASER/PURCHASERS/ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees). The PROMOTER/DEVELOPER and ALLOTTEE shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

### WHEREAS

The FIRST PART **Smt. Mousumi Adak Dey** W/o Shri Amritendu Adak, by faith: Hindu, by Nationality: Indian, by Occupation: Household works, aged 44 years, residing at Mirzabazar, P.O.- & P.S.- Midnapore, West Bengal -721101, and **Smt. Jayita Burman** W/o Shri Dhiman Burman, by Occupation – Household works, aged 50 years, residing at Dhalua North, P.O.- Dhalua, Kolkata, Dist- South 24 Parganas, West Bengal -700152 are the Owners and in possession of land measuring about 11.60 decimals lying and situated within the District Paschim Medinipur, P.O.- & P.S.- Midnapore, Ward No. – 11, Holding No. – 163/219/2(Full), 162(Part) ADSR Sadar, Midnapore, Mouza – Mirzabazar, J.L No. – 179, Khatian No. – 4928 and 4935, R.S Plot No. – 875,876, and L.R. Plot No. – 1139 along with the two-storied house thereon measuring about 900 square feet on each floor.

NOW THIS FIRST PART made representations to the developer as follows:

**A.** That some of the aforesaid property within Mouza: Mirzabazar originally belonged to Kali Dasi who during her ownership and peaceful possession over the said property transferred the same in favour of (i) Nandkishore Kamilya and (ii) Kamalabala Kamilya by way of registered sale deed being No. – 208 of 1967, dated 25.01.1967 and put them into

possession thereof thereby they became the owners of the same and they had been possessing the same.

**B.** That being the owners of the said property (i) Nandkishore Kamilya (ii) Kamalabala Kamilya sold the said 1.60 decimals land in the said R.S. Plot No. – 876 to Amritendu Adak by way of registered sale deed being No. – 4226 dated 29.06.1982 and put him into possession thereof thereby he became the absolute owner of the said property and he had been possessing the same.

**C.** That some of the said property i.e. 4 decimals land in R.S. Plot 879 i.e. total 7 decimals land was originally belonged to Sk. Sadir who during his ownership and peaceful possession over the said property transferred the same in favour of Mahamud Ahammad by way of registered sale deed being No. – 3443 of 1972, dated 24.05.1972 and put him into possession thereof thereby he became the absolute owner of the said property and he had been possessing the same.

**D.** That being the owner said 7 decimals land in the said R.S. Plot No.- 875 and 879 said Mahamud Ahammad sold the same to Ahangjit Adak by sale deeds being No. – 142 of 1974, dated 16.01.1974 and put him into possession thereof thereby he became the absolute owner of the said property and he had been possessing the same.

**E.** That some of the said property i.e. 2 decimals land in R.S. Plot No. – 878 was originally belonged to (i) Ojha Paria @ Das and (ii) Mantu Paria @ Das who during their ownership and peaceful possession over the said land transferred the same in favour of Rambihari Das by way of registered sale deed being No. – 2104 of 1973, dated 04.04.1973 and put him into possession thereof thereby he became the owner of the said property and he had been possessing the same.

**F.** That being the owner said 2 decimals land (as per physical possession 3 decimals land) in the said R.S. Plot No.- 878 said Rambihari Das sold the same to Sefali Adak by sale deed being No. – 2104 of 1973, dated 04.04.1973 and put her into possession thereof thereby she became the owner of the said property and had been possessing the same.

**G.** That the name Amritendu Adak had been recorded in respect of 1.60 decimals land in L.R. Plot No. 1139 vide Khatian No. – 66 and finally published thereof.

**H.** That the name of Sefali Adak has been recorded in L.R. Parcha in respect of 3 decimals land in L.R Plot No. – 1555 vide Khatian No. – 66 and finally published thereof.

**I.** That the name of Ahangjit Adak had been recorded in L.R Parcha in respect of 7 decimals land in L.R Plot No. – 1139 vide Khatian No. – 100 and finally published thereof.

**J.** That the aforesaid owners used to pay rent, tax, etc. and they obtained building plan from Midnapore Municipality and constructed house thereupon.

**K.** That thereafter said Ahangjit Adak and his wife Sefali Adak died leaving behind their legal heirs i.e. their son Amritendu Adak and daughter Jayita Burman, accordingly they inherited

the said property i.e. total 10 decimals land in R.S. Plot No.- 875, 878, and 879, L.R Plot No. – 1139 equally in equal share. Thereof each of them became the owners of 5 decimals land in the said plots etc. and proportionate share of building.

**L.** That subsequently said Amritendu Adak gifted his entire share i.e. total 6.71 decimals land in R.S Plot No. – 875,876,878,879 and 1551 square feet construction and 228 square feet common area to his wife namely Mousumi Adak Dey by gift deed being No.-911 dated 13.03.2015 and put her into possession thereof thereby she became the owner of the same and she has been possessing the same.

**M.** That thereafter the name Jayita Burman has been recorded in L.R. Parcha in respect of 4.60 decimals land in L.R. Plot No. - 1139 vide Khatian No. – 4935. Her name has also been mutated with Midnapore Municipality and she obtained mutation certificate.

**N.** That the name of Mousumi Adak has been recorded in L.R. Parcha in respect of 6.98 decimals land in L.R. Plot No. -1139 vide Khatian No.- 4928, Her name has also been mutated with Midnapore Municipality and she obtained mutation certificate.

**O.** That the present owners are jointly and absolutely seized and possessed of all the piece and parcel of bastu land measuring about 11.60 decimals lying and situated in the district – Paschim Medinipur, P.O. - & P.S. – Midnapore, Ward No. – 11, Holding No. – 163/219/2(Full), 162(Part) ADSR Sadar, Midnapore, Mouza – Mirzabazar, J.L No. – 179, Khatian No. – 4928 and 4935, R.S Plot No. – 875,876, and L.R. Plot No. – 1139 is the subject matter of this agreement for sale and be the same or little more or less as the absolute owners thereof free from all encumbrances and was also enjoyed and possessed uninterruptedly without any hindrance from any quarters with all rights, privileges and benefits together with all easement rights hereinafter called and referred to as the said “Premises”.

**P.** The First Part “OWNERS” desirous of getting the “Said Premises” developed through the second part “Developers” by way of construction of Multi-Storied building subject to sanctions being obtained from the Midnapore Municipality and / or such other appropriate authority / authorities.

**Q.** The First Part represented to the second Part that the First Part are the absolute owners of the “Said Premises” and there is no legal impediment for them to enter into this Agreement for Joint Venture.

**R.** The First Part herein confirm that so far as they are aware, there is no demand for any amount by any recovery officer of any other statutory authorities against the said premises or the said premises is not affected by any certificate order of any court or authorities. The First Part, further that the said premises is not affected by any scheme or notice or prohibitory order or notice of acquisition or requisitions. They further declare that the said premises is not charged or mortgaged nor the same is charged for payment of any amount under any order of statutory bodies and the said property is free from all encumbrances whatsoever.

**S.** That the Right Title and interest of the owners in the said premises save as stated hereinabove is free from all encumbrances and Owners have a marketable title to the same as on date of signing this agreement.

**T.** That the owners have not entered into any agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said premises mentioned hereinabove or any part or portion thereof in favour of anyone other than in favour of the proposed Developer herein.

**U.** That the Owners are fully and sufficiently entitled to deal with and cause development of the said premises mentioned hereinabove and thus entering into this Agreement.

**V.** The Owners shall not be liable for any Income Tax, Service Tax, GST or any other Taxes in respect of Developer's Allocation and the Developer shall have to make the same and keep the Owners indemnified and reimbursed against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Owners shall not also be liable for meeting any obligation towards the labour/workmen/employees relating to the construction of project in case any liability arises in respect of developer's allocation on the owners, developer will indemnify or reimburse the Owners for the same.

**W.** THE DEVELOPER HEREIN REFERRED TO AS SECOND PART HAS REPRESENTED TO THE FIRST AS FOLLOWS:

(i) WHEREAS the second part is a proprietor firm and has financial capacity and technical skill, experience and expertise to construct the proposed building and/or develop the said landed property. The Second Part has not been rendered incapable of construction and developing any property by any court, tribunal and statutory body either in the past or at the time of entering into this agreement. The Second Part possesses all necessary Trade license and other permission and is also authorized by the law of this land to enter this Joint Venture Agreement and develop the said premises by demolishing the existing structure.

AND WHEREAS the second part agree to develop the said premises on the basis of such representations made by the first part same to be true and relying upon the same.

**X.** AND WHEREAS the First Part herein have agreed to allow the Second Part and the Second Part has agreed to develop the said premises on joint venture basis at its cost & expenses by constructing a Multi-Storied building on the "said premises" and the Owners shall be entitled to 40% of Saleable areas including Parking Space.

**Y.** AND WHEREAS the Second Part has perused the title deeds and other documents relating to the premises and has also inspected the site and is prima facie satisfied with title of the property.

The said land is earmarked for the purpose of multi storied building of residential project comprising apartment building and project shall be known as \_\_\_ PROVIDED THAT if the land is earmarked for any institutional development the same shall be used for those

purposes only and no commercial development shall be permitted unless it is a part of the plan approved by the competent authority.

THAT THE PROMOTER/DEVELOPER 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.

THAT Midnapore Municipality/M.K.D.A granted the commencement certificate to develop the project vide approval dated \_\_\_\_.

That the PROMOTER has obtained the final layout plan approvals for the project from Midnapore Municipality. The promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

**G)** That the allottee has applied for an apartment in the instant project dated \_\_\_\_ and has been allotted apartment No. \_\_\_\_ having carpet area \_\_\_\_ sq.ft super built up area \_\_\_\_ sq.ft on the \_\_\_\_ floor along with the car parking space being No. \_\_\_\_ the floor measuring \_\_\_\_ sq.ft. as permissible under the applicable law and pro rata share in the common areas.

**H)** That the parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.

**J)** That the parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the project.

**K)** That the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.

**L)** That 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 said flat and the parking space.

## **NOW THEREFORE**

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

### **1. TERMS**

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 said flat and parking space.

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. | Apartment no. | Type | Floor | Rate of Apartment per square feet |
|--------------------------|---------------|------|-------|-----------------------------------|
| —                        | —             | —    | —     | —                                 |

\*Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential allocation charges, taxes etc.

[AND] [if/as applicable]

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

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

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**Explanation:**

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess 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/Plot]:

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;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2) Garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges

imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan"). The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric

wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

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

The Allottee has paid a sum of Rs \_\_\_\_ (Rupees \_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] 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 which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of \_\_\_\_ payable at \_\_\_\_.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of



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

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

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust these 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 and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

#### **6. CONSTRUCTION OF THE PROJECT/APARTMENT**

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws,

FAR and density norms and provisions prescribed by the relevant laws in force and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT/PLOT**

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

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. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee 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 mentioned above, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided as mentioned above, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee – After obtaining the occupancy certificate and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw from this Project as per the provisions of the Act and the Rules made thereunder: 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 including compensation in the manner as provided under the Act within 45 days of it becoming due. 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**

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;  
[In case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been

obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(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;

(xiii) That the property is not Waqf property.

## **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:

(i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/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 thereupon stand terminated.

## **10. CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. 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 authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. 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**

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 of the [Apartment/Plot].  
[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

## **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

## **13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that his/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 (or 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 parkings 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. USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments 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.

## **16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and

shall not do or suffer to be done anything in or to the Building, or the [Apartment/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 and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications 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 for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot] at his/her own cost.

#### **18. 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 has been approved by the competent authority except for as provided in the Act.

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Apartment/Plot/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 Allottee who has taken or agreed to take such [Apartment/Plot/Building].

#### **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 or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance 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.

## **22. ENTIRE AGREEMENT**

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

## **23. RIGHT TO AMEND**

This Agreement may only be amended through 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 payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of



one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

## **26. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

## **28. FURTHER ASSURANCES**

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

## **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 other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_.

## **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 addresses specified below:

Name of Allottee \_\_ (Allottee Address) M/s \_\_ Promoter name (Promoter Address)

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

### **31. JOINT ALLOTTEES**

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

### **32. GOVERNING LAW**

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

### **33. DISPUTE RESOLUTION**

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

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder].

### **SCHEDULE "A" ABOVE REFERRED TO (Description of the Land and Property)**

All the piece and parcel of land measuring 11.60 decimals lying and situated within the district – Paschim Medinipur, P.O and P.S – and Municipality – Midnapore, old ward no. – 11, New – 22, Holding No. -163/219/2(Full), 162(Part), 164(Part), New Holding No. - 642 and 642/A. A.D.S.R Sadar Midnapore, Mouza -- Mirzabazar, J.L. No – 179, Khatian No. – 178,367,285,284, L.R. Khatian No. - 100, 1555, 66, present L.R. - Khatian No. - 4928 and 4935, R.S.Plot No. – 875,876, and L.R. Plot No. - 1139 be the same or little more or less bounded by:

#### **Butted and Bounded By**

- ON THE NORTH: House of Sk. Sahajahan
- ON THE SOUTH: 8 Ft. Municipality Road
- ON THE EAST: House of Julfikar Ali
- ON THE WEST: 24 Ft. Municipality Road

**DIMENSIONS OF THE LAND:**

- NORTH – 76 Feet
- SOUTH – 84 Feet
- EAST – 48 Feet
- WEST – 89 Feet

**THE SCHEDULE 'B' REFERRED TO (Bungalow hereby conveyed)**

ALL THAT a residential Bungalow being no. -----, Block , containing a super built up area of ---- (-----) Sq. ft. be the same a little more or less consisting of Bed Rooms, -- Drawing cum Dining Space, open Kitchen, - Toilets and 1 Balcony with Vitrified Tiles flooring and Lift facility of the Multistoried Building namely , situated at , under , within the jurisdiction of , in the District of and with proportionate share of land and together with common parts and portions of the said more fully and particularly described in the Schedule '-----', '-----', '-----', '-----' & ' ' hereinabove written.

Floor plan is annexed with this agreement for sale.

**SCHEDULE "C" ABOVE REFERRED TO: (PAYMENT PLAN)**

- On Booking: 10 % of the Total Amount (+GST as Applicable)
- On Registration of Agreement to Sale: 20 % of the Total Amount (+GST as Applicable)
- On Foundation: 10 % of the Total Amount (+GST as Applicable)
- On Ground Floor Casting: 10 % of the Total Amount (+GST as Applicable)
- On casting of 1st floor roof: 10 % of the Total Amount (+GST as Applicable)
- On casting of 2nd floor roof: 10 % of the Total Amount (+GST as Applicable)
- On casting of 3rd floor roof: 10 % of the Total Amount (+GST as Applicable)
- On casting of 4th floor roof: 10 % of the Total Amount (+GST as Applicable)
- On Brick Work: 05 % of the Total Amount (+GST as Applicable)
- On Possession: 05 % of the Total Amount (+GST as Applicable)
- Total to Pay for Flat: 100 % of the Total Amount (+GST as Applicable)

**Extra Charges & Deposits:**

- Legal Charges: Rs. \_\_\_\_ = per sq. ft on sale agreement and Rs. \_\_\_\_ = per Sq. ft on possession
- Generator, Electricity Connection & Transformer: Rs. \_\_\_\_
- Society Formation Fees: Rs. \_\_\_\_
- Sinking Fund for Future Maintenance: Rs. \_\_\_\_ = per sq ft of Carpet Area
- Separate Electric Meters: At actual

**Cancellation Charge:**

a) After this agreement: \_\_\_\_ of full consideration value. Refund is subject to 45 days' notice of cancellation.

**Nomination Charge:** Nomination charge will be Rs. \_\_\_\_ = per sq ft.

**Note:** GST and Other Govt. Charges will be as applicable.

**Mode of payments:** All Payments are to be made by demand draft/account payee cheque in favour of "\_\_\_\_" or online transfer (RTGS/NEFT) to A/c No. \_\_\_\_ with \_\_\_\_\_, \_\_\_\_\_ Branch, IFSC \_\_\_\_ or to other Bank A/c as may be informed by the developer.

**IN WITNESS WHEREOF**

Parties hereinabove named have set their respective hands and signed this Agreement for sale at Midnapore, Paschim Medinipur in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) \_\_\_\_

(2) \_\_\_\_

At \_\_\_\_ on \_\_\_\_ in the presence of

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) \_\_\_\_

(Authorized Signatory)

**WITNESSES:**

1. Signature- \_\_\_\_, Name- \_\_\_\_, Address- \_\_\_\_

2. Signature \_\_\_\_, Name- \_\_\_\_, Address- \_\_\_\_

**SCHEDULE "D" Referred to as (Rights, Duties, & Liabilities of Promoter & Purchaser)**

That the PURCHASER shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

#### **RIGHTS OF THE PROMOTER**

1. That the promoter shall be entitled to construct additional building or buildings in the said land, if any additional floor space Index (FSI) becomes available before/after the completion of the transfer of the said building allowed by Midnapore Municipality M.K.D.A or any other competent authority and the promoter shall be authorised to sell the same and the PURCHASER will not be entitled to any right, benefit, or interest on the same.
2. That the promoter will have accessible right in the said premises even after completion of the building and delivery of possession of the respective flats to the intended PURCHASERS.
3. That if before completion of transfer of the building, the building including the apartment is notified by the Government under the Land Acquisition Act or any other law for the time being in force for acquisition or requisition, the PURCHASER shall not be entitled to cancel this agreement and in case of acquisition of the building including the said apartment, the PURCHASER shall be entitled to a proportionate part of the compensation if and when awarded by the Government or any other authority. If the said apartment is requisitioned by the Government or any other authority, the PURCHASER shall be entitled to the compensation awarded by the requisitioning authority in respect of the apartment.
4. That the PROMOTER shall convey and assign all right, title, interest in each apartment to each PURCHASER after the completion of building and on receipt of all payment, price, deposits payable by the PURCHASER to the PROMOTER in respect of all apartment/car parking spaces and other premises in the said building.
5. That the PROMOTER shall have right to make changes and modifications in his bye laws or the memorandum and Articles of Association as may be required by the laws enforced for the time being for the purpose of construction and regulation of the said building and in that case the PURCHASER will not make any objection.

#### **DUTIES AND LIABILITIES OF THE PURCHASER**

1. That the PURCHASER shall observe and perform all the rules and regulations which the Association of Apartment owners may adopt at its inception and the additional alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building and apartments therein.

2. That the PURCHASER shall also observe all the stipulations and conditions laid down by the Association of Apartment owners regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, assessment, dues, duties, and impositions, expenses or other outgoings in accordance with the terms of this Agreement.
3. That the PURCHASER shall not demolish or cause to be demolished the apartment or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the apartment or any part thereof.
4. That the PURCHASER shall use the apartment or any part thereof or permit the same to be used only for the purpose of residence.
5. That the PURCHASER shall not be entitled to mortgage, create charge or assign the said apartment, pending the transfer of apartment without consent of the promoter in writing in any manner whatsoever.
6. That any delay tolerated or indulgence shown by the promoter in enforcing the terms of this agreement or any forbearance or giving of time to the PURCHASER by the PROMOTER shall not be construed as a waiver on the part of the PROMOTER of any breach or non-compliance of any terms and conditions of this Agreement by the PURCHASER. Nor shall the same in any manner prejudice the rights of the PROMOTER.
7. That the PURCHASER shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the said flat is situated.
8. That the PURCHASER shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which it is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
9. That the PURCHASER shall carry at his/her own cost for internal repairs the said flat and shall not do or suffer to be done anything in or to the building in which the said flat is situated.
10. That the PURCHASER shall not store any goods which are hazardous, combustible or dangerous in nature in the said flat or are so heavy as to damage the construction of the building in which the said flat is situated.
11. That the PURCHASER shall not store or accumulate such things which are objected by the concerned local authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase common passages or any other structure of the building in which the said flat is situated.

12. That the PURCHASER shall have full right to access through staircase to the top of terrace, lift, entrance, common passages as available in the said building.
13. That no common parts of the building shall be used by the PURCHASER or other owner/occupier of the said building for keeping/chaining pets, dogs, birds or for storage of motor bikes nor the common passage shall be blocked in any manner.

**Signature of the landlord** \_\_\_\_

**Signature of the developer** \_\_\_\_