

## **DEED OF AGREEMENT FOR SALE**

This agreement for sale (**Agreement**) executed on this \_\_\_\_\_ (Date) day of \_\_\_\_\_ (Month), 20\_\_\_\_,

### **By and Between**

*Mohana Commercial Private Limited (CIN NO: U14100 WB2004 PTC100677) a company incorporated under the provision of the companies Act, [2013 as the case may be]. Having its registered office at Stall No: B/37, Mohana Super Market, P.O. Haldia Township, P.S. Haldia, Dist. Purba Medinipur, PIN-721607 & Corporate Office at 1<sup>st</sup>. floor of the Landmark Complex, Cluster - IX, P.O. Haldia Township, P.S. Haldia, Dist. Purba Medinipur, PIN-721607 (PAN – AAECM2171P), represented by its one of the Director Mr. Ramkrishna Das Adhikary ( Aadhar No. 336373958164 & Pan – ACUPD8251E ) to authorized vide Board resolution dated 19<sup>th</sup> Sep 2022 hereinafter referred to as the Developer (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).*

**AND**



For MOHANA COMMERCIAL PVT. LTD.

*R. Adhikary*  
Director

[If the Allottee is an Individual]

Mr. /Mrs. \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) son / daughter of aged about \_\_\_\_\_ residing at \_\_\_\_\_, (PAN \_\_\_\_\_) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

(Please insert the details of other Allottee) in case of more than one Allottee)

The and Allottee shall hereinafter collectively be referred to as the parties" and individually as a party"

#### **WHEREAS**

- A. The company is the absolute and lawful owner of [Khasra nos. N.A, C.S. /R.O.R. no's- N.A, (CS / RS / LR)/Assessment No. N.A /survey nos. N.A] [Please insert land details as per relevant laws] Khatium No. 2374 totally admeasuring
- B. 2146.78 square meters situated at in Haldia Subdivision & Purba Medinipur District etc. ("Said Land") vide sale deed(s) no. & dated 1. [I – 1874/2013, I-1869/2013] 2. [I-1870/2013] 3. [I- 1991/2017] 4. [I-4707/2018] 5. [ I-3690/2019, I-3691/2019] 6. [I-3689/2019] registered at ADSR SUTAHATA the office of the sub registered.
- C. The said land is earmarked for the purpose of building a { residential/any other purpose] project comprising multistoried apartment building and the said project shall be known as "Swarna Bhoomi Phase II"
- D. The Developer is fully competent to enter into this Agreements and all the legal formalities with respect to the right, title and interest of the Developers regarding the said on which project is to be constructed have been completed; (Not applicable in this case) the developer is sole owner of the land of this project because this is developer's own project.



For MOHANA COMMERCIAL PVT. LTD.

*R. Adhikary*  
Director



- E.** HALDIA MUNICIPALITY [the concerned competent authority'] has granted the commencement certificate to develop the project vide approval dated 05/04/2022 bearing registration no. 00010206
- F.** The Developer has obtained the final layout plan, sanctioned plan sanctioned plan and approval for the project and also for the apartment, plot or building as the case may be from HALDIA MUNICIPALITY. The Developer agrees and under takes that it shall not make any changes to these approved plans except in strict compliance with sanction 14 of the Act and other laws as applicable;
- G.** The Developer has registered the project under the provision of the act with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_
- H.** 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 ----- along with garage/covered parking no. -- ----- admeasuring ----- square feet in the Ground Floor as permissible under the applicable law and of pro rate share in the common areas ("Common Areas") as defined under clause (m) of sanction 2 of the Act (hereinafter referred to as the "Apartment" more particularly describe in **schedule A** and the floor plan or the apartment is annexed hereto and mark as **schedule B**).
- I.** The parties have gone through all the terms and condition set out in this Agreement and understood the mutual rights and obligation detailed herein.
- J.** [Please enter any additional disclosure details]
- K.** The parties here by confirm that they are signing this agreement with full knowledge of all the laws, rules, regulation, notifications, etc. applicable for the project.



For MOHANA COMMERCIAL PVT. LTD.

*R. Adlikay*  
Director

L. The parties relying on the confirmation, representations and assurance of each other to faithfully abide by all the terms, coordination and stipulation contained in this agreements and all applicable laws, are now willing to enter into this agreement on the term and conditions appearing thereafter.

M. In accordance with the terms & condition set out in this Agreement and as mutually agreed upon by and between the parties, the Developers hereby agrees to sell and the Allottees hereby agrees to purchase the flat [apartment and the garage covered/ parking (if applicable)as specified in Para G.

**NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained therein and other god and valuable consideration the parties agree as follows:**

**1. TERMS:**

1.1. Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell the Allottee and the Allottee hereby agrees to purchase, the flat as specified in Para G.

1.2. The total price of the [Flat] based on the carpet area is Rs. -----  
---- (Rupees -----) only. ("**Total price**") (give breakup and description):

Block / Building / Tower -----	No ---	Rate of Apartment per square feet*
Apartment No.		
Type		
Floor		
Total price (in rupees)		



For MOHANA COMMERCIAL PVT. LTD.

*R Adhikary*  
Director

*\*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandas areas, cost of exclusive terrace areas proportionate cost of common areas preferential location charges, taxes, maintenance charge as per Para II etc. if/as applicable.*

**AND [if/as applicable]**

Garage/Covered Parking – 1	Price For 1 ----
Garage/Covered Parking – 2	Price For 2
Total Price (In Rupees)	

**Explanation:**

- (i) *The total price above includes the booking amounts paid by the Allottee to the Developer towards the [apartment/plot];*
- (ii) *The total price above include taxes (consisting of tax paid or payable by the Developer by way of value added tax, service tax, GST, CGST, if any as per law and Cess or any others similar taxes which may be levied in connection with the construction of the project payable by the Developer, by whatever name called) up to the date of handing over the possession of the apartment/plot.*

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

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



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*B. Adhikary*  
Director



- (iv) *The total Price of [Apartment/Plot] includes: 1) pro rata share in the common areas; and 2) \_\_\_\_\_ garage(s)/closed parking(s) as provide in the agreement.*

*The total price is calculation fees save and except increases which the Allottee hereby agree to pay due to increase on amount 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 Developer under takes and agrees that while rising a demand on the Allottee for increase in development charge cost/charges imposed by the competent authority the Developer 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 payment.*

*The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")***

*The Developer may allow, in this sole discretion, a rebate for early payment of installments payable by the Allottee by discontinuing such early payments @-% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision withdrawal, once granted to an Allottee by the Developer.*

*It is agree that the Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specification and the nature of fixture, fitting & amenities describe herein at schedule D and schedule E (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment plot or building, as the case may be without the previous written consent of the Allottee as per the provisions of the act.*

*Provided that the Developer may make such minor additions or alteration as may be required by the Allottee, or such minor changes or alteration as per the provision of the act.*



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Director

*[Applicable in case of an apartment] the Developer shall confirm to 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 Developer if there is reduction in the carpet area than the Developer shall refund the excess money paid by Allottee within four five days with annual interest at the rate prescribe in the rules, from the date when such an excess amount was paid by the Allottee if there is any increase the carpet area, which is not more than three percent of the carpet area of the apartment , allotted to Allottee, the Developer may demand that from the Allottee as per the next milestone of the payment plan as provide in schedule C. All this monetary adjustment shall be made at the same rate per square feet as agree in Para 1.2 of this agreement.*

*Subject to Para 9.3 the Developer agree and acknowledges the Allottees shall have the right to the [apartment/plot] as mention 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 he divided or separated, the allotment shall use the common areas along with others 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 charge and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common area 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*



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

It is made clear by the Developer and the Allottee agrees that the [apartment / plot] along with 134.5 square feet garage/ covered parking shall be treated as single invisible unit for all purpose. It is agreed that the project is an independent, self-contained project covering the said land and is not a part of any other project or zone and shall not form a part of and /or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarify that project facility and amenities shall be available only for use and enjoyment of the Allottees of the project.

It is understood by the Allottees that all other areas and i.e. arrears and facilities falling outside the project, namely \_\_\_\_\_ shall not form a part of the declaration to be filed with the competent authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Developer 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 and other local taxes charge for water & electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authority, bank and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Developers agrees to be liable, even after the transfer of the property, to pay such out goings 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 thereof by such authority or person.

The Allottees 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



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application the receipt of which the Developer hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the [apartment/plot] as prescribe in the payment plan [schedule C] as may be demanded by the Developer within the time and in the manner specified therein,

Provide that if the Allottees delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribe in the rules.

## **2. MODE OF PAYMENT:**

Subject to the term of the agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the developer, 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 **MOHANA COMMERCIAL PRIVATE LIMITED** payable at **HALDIA**.

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

The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in foreign exchange management act, 1999 Reserved bank Of India Act and rules and regulations made thereunder or any statutory amendment(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 developer with such permission, approvals which would enable the developers 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 enactment or amendment thereof and the Rules and regulation of the reserve Bank of India. Or any other applicable in the law. The Allottees understands and agreed that in the event of any failure on his/her part to comply with the applicable guideline issued by the reserved bank of India, he/she may be liable for



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Director

any action under the foreign exchange management act, 1999 or under laws as applicable, as amended from time to time.

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

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

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

#### **5. TIME IS ESSENCE:**

Time is of essence for the developers as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over [Apartment/Plot] to the Allottee and the common areas to the association of Allottees after receiving the occupancy certificate\* or completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the developers as provide in schedule C ("Payment Plan").

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

The Allottee has seen the specification of the [apartment /plot] and accept the payment plan, floor plans, Layout plans [annexed along with this Agreement] which has been approved by the competent authority as represented by the Developer. The Developer shall develop the project in



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*R Adhikary*

Director



accordance with the said layout plan. Floor plan and specification amenities and facilities subject to the terms in this agreement, the Developer undertake 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 prescribe by the \_\_\_\_\_ [Please insert the relevant laws force] and shall not have an option to make any variation/alteration/ modification in such plans other than in the manner provide under the act, and beach of this term by the Developer shall constitute a material breach of the agreement.

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

**Schedule for possession of the said [apartment/plot]** – the Developer agrees and understands that timely delivery of possession of the [apartment/plot] is the essence of the agreement. The Developer, based on the approve 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 than the Allottee agree that the Developer 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 contact to be implemented. The Allottee agrees and confirm that, in the event it becomes impossible for the Developer to implement the project due to force majeure conditions, than this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date . After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any right, claim etc. against the Developer and that the Developer shall be released and discharges from all its obligation and liabilities under this agreements.

**Procedure for taking possession** – The Developer upon obtaining the occupancy certificate from the competent authority shall offer in writing



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*B. Adhikary*  
Director

*the possession of the [apartment/plot] to the Allottee in term of this agreement to be taken within 3(Three months from the date of issue of such notice and developer shall give possession of the [Apartment/Plot] to the Allottee. The developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions formalities documentation on part of the Developer The Allottee agree(s) to pay the to pay the maintenance charge as determined by the Developer/association of Allottees as the case may be The Developers on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupation certificate\* of the project.*

***Failure of Allottee to take possession of [apartment/plot]*** – Upon receiving a writing intimation from the Developer as per Para 7.2 the Allottee shall take possession of the [apartment /plot] from the Developer by executing necessary indemnities undertakings and such other documents as prescribe in this agreement. And the Developer 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 Allottee*** – After obtaining the occupancy certificate \*and handing over physical possession of the [apartment /plot] to the Allottee, it shall be the responsibility of the Developer to hand over the necessary documents and plans including common areas the association of Allottee 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 provide in the act;

*Provided that where the Allottee propose to cancel/withdraw from the project without any fault of the Developer the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance*



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*R. Adhikary*  
Director



amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 45 days of such cancellation.

**Compensation** – The Developer 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 claim for interest and compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a force majeure event, if the Developer fails to complete or is unable to give possession of the [apartment /plot] (1) 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 on account of suspension or revocation of the registration under the act, or for any other reason, the Developer shall be liable, on demand to the Allottees. In case the Allottee wishes to withdraw from the project without 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 insert 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 Developer shall pay the Allottee insert at the rate specified in the rule for every month of delay, till the handing over of the possession of the [apartment /plot]

#### **REPRESENTATION AND WARRANTIES OF THE DEVELOPER:**

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

- i. The Developer 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 Developer has lawful right and requisite approval from the competent authority to carry out development of the project;



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*R. Adhikary*  
Director

- iii. *There are no encumbrances upon the said land or the project.*  
*[in case there are any encumbrance on the land provide details of such encumbrance 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, and project or the [apartment /plot].*
- v. *All approval 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 Developer has been and shall at all-time 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 Developer 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 insert of the Allottee created herein may prejudicially be affected:*
- vii. *The Developer 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 all in any manner effect the rights of Allottee under this agreement.*
- viii. *The Developer confirm that the Developer 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 Developer shall hand over lawful, vacant peaceful, physical possession of the [apartment /plot] to the Allottee and the common area to the association of Allottees;*



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*R. Jelliker*  
Director



- 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 Developer has duly paid and shall continue to pay and discharge all government dues, rate, charges and taxes and other monies imposition premiums, damages and / or penalties and other outgoings whatsoever payable with respect to the said project to the competent authority;*
- xii. *No notice from the government or any 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 Developer in respect of the said land /or the project;*
- xiii. *That the property is not Waqf property.*

#### **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

*Subject to the force majeure clause, the Developer shall be considered under a condition of default in the following events:*

- (i) *Developer 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 Developer's business as an on account of suspension or revocation of his registration under the provision of the act or the rules or regulations made there under.*

*In case of default by Developer under the conditions listed above, Allottee is entitled to the following:*

- (i) *Stop making further payments to Developer as demanded by the Developer if the Allottee stops making payments the Developer shall correct the situation by completing the construction*



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*R. Adhikary*  
Director

*milestones and only there after the Allottee be required to make the next payment without any interest, or*

- (ii) *The Allottee shall have the option of terminating the agreement in which case the Developer 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 prescribe in the rule within forty five days of receiving the termination notice:*

*Provide that where an Allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the Developer interest at the rate prescribed 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 Developers 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 Developer on the unpaid amount at the rate specified in the rule:*

(ii) *In case of default by Allottee under the condition listed above continues for period beyond consecutive months after notice from the Developer in this regard the Developer shall cancel the allotment of the (apartment/Plot) in favor of the Allottee and refund the 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 Developer on receipt of total price of the [Apartment/plot] under the agreement from the Allottee shall execute a conveyance deed and convey the*



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Director



title of the [Apartment/plot] together with proportionate indivisible share in the common areas within three months from the date of issuances of the occupancy certificate \* However in case the Allottee fails to deposit the stamp duty, registration charges and all others incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, The Allottee authorizes the developer 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. MAINTANANCE OF THE SAID BUILDING/APARTMENT /PROJECT:**

The Developer shall be responsible to provide and maintain essential services in the project till the taking over the maintenance of the project by the association of Allottee. 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. DEFECTIBILITY:**

It is agreed that in case any structural defect or any other defect in workmanship quality or provision service or any other obligation of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 years by the Allottee from the date of handing over possession. It shall be the duty of the Developer to rectify such defects wit out further charge. Within 30 (thirty) days, and in the event of Developers failure to rectify such defects within such time the aggrieved Allottee shall be entitled to received appropriate compensation in the manner as provide under the act.

#### **13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECTS TO PAYMENT OF TOTAL MAINTANANCE 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



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*R. Adwikar*  
Director

timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee (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 Developer maintenance agency/association of Allottee shall have rights of unrestricted access of all common areas. Garage/covered parking and parking space for providing necessary maintenance service 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 write any defect.

#### **15. USAGE:**

**Use of basement and service areas:** The basement(s) and service area if any as located within the \_\_\_\_\_ (project name) shall be earmarked for purpose such as parking space and service including but not limited to electric sub-station, transformers, DG set rooms, underground water tank, pump-room maintenance and service room, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement in any manner whatsoever, other than those earmarked as parking space and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance service.

#### **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



For MOHANA COMMERCIAL PVT. LTD.

*R. Jollykany*  
Director



anything in or to the building, or the (apartment/Plot) or the staircase , lifts common passages, corridors, circulation area, 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] its walls & 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 damage or jeopardized. The Allottee further undertakes assures and guarantees that he/she would not put any sign-board/name-plate neon light, publicity material etc. on the face façade of the building or anywhere on the exterior of the project building therein or common areas. The Allottees shall also not change the colour scheme of the outer wall 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 materials in the common passage 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 system installed by the Developer and thereafter the association of Allottee and or maintenance agency appointed by association of Allottee. The Allottee shall be responsible for any loss or damage arising out of breach of any of the aforesaid condition.

#### **17. COMPLIANCE OF LAWS, NOTIFICATION 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, regulation, and 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 for occupation and use the said [Apartment/plot], all the requirements demands and repairs which are required by any competent authority in respect of the [apartment/plot] at his/her own cost.

#### **18. ADDITIONAL CONSTRUCTIONS:**



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*R. Adhikary*  
Director

*The Developer 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 (ies) except for us provided in the act.*

**19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

*After the execute 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 create then notwithstanding anything contained in any other law for the time begin in force. Such mortgage or charge shall not affect the right and interest, of the Allottee who has taken or agree to take such [Apartment/plot/building].*

**20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

*The Developer has assured the Allottees that the project in its entirety is in accordance with the provision of the west Bengal apartment ownership act, 1972. The developers 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 Developer does not create a building obligation on the part of the Developer or the Allottee until. Firstly the Allottee signs and delivered this agreement with all the schedule along with the payments due as stipulated in the payment plan with 30 (Thirty) days from the date of receipt by the Allottee and secondly appears for registration of the same before the concerned sub-register (specify the address of the sub register) when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this agreements within 30 (thirty) days from the date of its receipt by the Allottee and or appear before the sub-register for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which is 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 sum deposited by the Allottee in connection therewith*



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*R Adwikay*  
Director



*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 understanding 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 that all the provisions contained herein and the obligation arising hereunder in respect of the project shall equality be applicable to and enforceable against and by 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 purpose.*

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

- a. *The Developer may at it sole option and discretion without prejudice to its rights as set out in this agreement, waive the beach by the Allottee is not making payment as per the payment plan including waiving the payment of interest for delay payment it is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not he construct to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottee*

*Failure on the part on the developers to enforce at any time or for any period of time the provision hereof shall not to be construed to be a*



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Director

*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 there under or under other people laws 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 conform to act or the rules and regulation made there under of the applicable law as the case maybe and the remaining provisions of this agreements 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 [Apartment/plot] 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 additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.*

**29. PLACE OF EXECUTION:**

*The execution of this agreements shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's office*



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*RAadhikany*  
Director



or at some other place which may be mutually agreed between the Developer and the Allottee in SUTAHATA, HALDIA after the agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said agreement shall be registered at the office of the sub-register. Hence this Agreement shall be demand to have been executed at

### 30. NOTICES:

That all notices to be served on the Allottee and the Developer as contemplated by this agreement shall be deemed to have been duly served if send to the Allottee or the Developer by registered post at their respective address specified below;

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

MOHANA COMMERCIAL PRIVATE LIMITED

The Landmark 1<sup>st</sup> floor, Haldia Township,

Purba Medinipur, Pin - 721607 (Developer Address)

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

### 31. JOINT ALLOTTEE:

That in Case there are joint Allottees all communication shall be sent by the Developer to the Allottee whose name appears first and the address given by him/her which shall for all intents and purpose to consider as properly served on all the Allottees.

### 32. GOVERNING LAW:



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Director

That the right and obligation of the parties under or arising out of the agreements shall be constructed and enforced in accordance with the laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

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

[Please insert any other terms and conditions as per the contractual understanding between the parties, however please ensure that such additional terms and condition are not in derogation of or inconsistent with the terms and conditions set out above or the act and the rules and regulations made there under]

**IN WITNESS WHERE OF** parties hereinabove named have set their respective hands and signed this agreement for sale at Sutahata, Haldia in the presence of attesting witness signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WHININ NAMED:**

Allottee: (including joint buyers)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

Please affix  
photograph  
and sign  
across the  
photograph

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

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

Developer:

(1) \_\_\_\_\_

(Authorized Signatory)

Please affix  
photograph  
and sign  
across the  
photograph

**WITNESSES:**

1. Signature \_\_\_\_\_ Name -



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*R. Adhikary*  
Director



Address \_\_\_\_\_

2. Signature \_\_\_\_\_ Name -

Address \_\_\_\_\_

**SCHEDULE 'A' - PLEASE INSER DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE /COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

**SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'C' - PAYMENTS PLAN OF THE ALLOTTEE**

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*By order of the Governor.*

**ONKAR SINGH MEENA**  
*Secretary to the Government of West Bengal*



For MOHANA COMMERCIAL PVT. LTD.

*R. Adhikary*  
Director