

**BEFORE THE NOTARY PUBLIC-HALDIA**

**DEED OF AGREEMENT FOR SALE**

Know all men by this presents this deed of agreement for sale made on this **XXX** day of **XXXX** in the year **Two Thousand Nineteen**.

**BETWEEN**

**Mohana Commercial Private Limited** (PAN-AAECM2171P), a private limited company formed and registered under Companies Act, 1956 (1 of 1956) having certificate of incorporation bearing Cin No. U51909 WB2004 PTC 100677 dated 13/12/2004 having Registered Office at Stall No: B/37, Mohana Super Market, P.O. Haldia Township, P.S. Haldia, Dist. Purba Medinipur, PIN-721607 & Correspondence 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 represented through its Directors Sri Ramkrishna Das Adhikary (PAN-ACUPD8251E) s/o Late Hrishikesh Das Adhikary and Sri Dibyendu Jana ((PAN-AGDPJ5316M) s/o Sri Panchanan Jana both of Sankhini Apartment, Rear Block, P.O: Haldia Township,

P.S: Haldia, Dist: Purba Medinipur hereinafter referred as the **OWNER/DEVELOPER/VENDOR** (which expression unless excluded by or repugnant to the context/subject shall mean and include its successors-in-interest, administrator and/or assigns) OF THE ONE PART.

**AND**

**Mr. XXXXXXXX, Age - XXX S/O XXXXXXXX, Occupation XXXXXXXX, PAN XXXXXXXX Present address: XXXXXXXXX & Permanent Address - XXXXXXXXXXXXXXXX** an adult Indian hereinafter referred as the **PURCHASER/S** (which expression unless excluded by or repugnant to the context/ subject shall mean and include his/ her legal heirs, executors, administrator, and assigns) OF THE OTHER PART.

Whereas Mohana Commercial Private Limited, the Owner/ Developer/Vendor herein, is the absolute owner and occupier or otherwise well and sufficiently entitled to a piece or parcel of Rayati Bastu land measuring 45.785 decimal in plot nos 273, 273/422, 273/695, 273/700, 273/701, 273/703 274/509, 422/628, pertaining to LR Khatian No. 1722 of Mouza Brajanathchak, JL No. 196 under P.S. Haldia in the District of Purba Medinipur, West Bengal, obtained through 6 (six) nos Deed of Sale executed and registered before the ADSR Sutahata, having Deed Nos. I-1106-01516/2018, I-1106-08146/2018, I-1106-08272/2018, I-1106-09470/2018, I-1106-09465/2018 & I-1106-09464/2018

Whereas Mohana Commercial Private Limited wanted to develop the said land by constructing residential building 'CRYSTAL TOWER' of proposed height Basement+ G+8 consisting of flats & car parking spaces. They appointed Architect for the same who have already designed the building. Owner/ Developer/Vendor got sanctioned building plan for construction of residential building on above said 45.785 decimal land from Haldia Municipality having its jurisdiction for the same being Permit **No.00009603** dated 27/03/2019.

Whereas the Owner/ Developer/Vendor is developing the said premises with the intent to sale the flat/s and car parking space & others to the interested parties.

Whereas the PURCHASER/S came forward and express his/her willingness to purchase and acquire the self-contained flat **No – XXXXXX** on the **XXXXXX floor** of the multistoried building '**CRYSTAL TOWER**' along with 80 sq. ft car parking on

ground floor/ basement with impartible proportionate and variable share of 'A' schedule land with user of common areas and facilities, more specifically and particularly described in the schedule 'C' hereinafter, on completion of construction and offered maximum market price of Rs. **XXXXXXXX/-** (Rupees **XXXXXXXXXXXX**) only including 5% GST.

Whereas Owner/ Developer/Vendor accepted the offer of the Purchaser subject to terms and conditions settled as under.

**NOW THIS DEED OF AGREEMENT WITNESSTH**

1. That the Owner/ Developer/Vendor does hereby promise to sell, assign, convey and transfer the self-contained flat No – **XXX** on the **XXXXX** floor measuring **XXX sft.** super built up area corresponding to **XXXXX sft.** built up area & **XXXX sft.** carpet area along with 80 sq. ft car parking space No. **XXXX** on ground floor/ basement of the multistoried building named '**Crystal Tower**', more specifically and particularly described in the Schedule-B hereinafter appearing with user of common areas and facilities, more specifically and particularly described in the Schedule-C hereunder, along with impartible, proportionate and variable share of land more specifically and particularly described in the Schedule-A hereunder appearing, hereinafter collectively referred as 'the said property for the sake of brevity, to the Purchaser after completion of construction of the same.

2. That the Purchaser/s does hereby promise to pay at total consideration amount of Rs. **XXXXXX.XX** (Rupees **XXXXXXXXXX Only**) to the Owner/ Developer/Vendor against the said property including 5% GST.

3. That the Purchaser/s shall/will have to pay GST as per rules on the consideration amount according to the rate fixed by the Government. The Purchaser/s shall/will also liable to pay any further taxes or impositions which may impose subsequently before the execution and registration of the Deed of Sale.

4. That the Purchaser/s will comply with the following mode of payment:

a) Rs. **50,000.00/- (Rupees Fifty Thousand Only)** on enrollment as Booking money, which is not part of consideration money and shall not refundable in any circumstances. However, after completion of project it will be transferred as membership fees and the amount will adjusted with the installation cost of Generator

system, lightning arrester, Intercom telephonic system, association formation & other purpose of like nature and the balance, if any, will be adjusted with any other due.

**b) 1<sup>st</sup> installment:** 20% of consideration amount Rs. **XXXXXXXX.XX/-** (Rupees **XXXXXXXXXX Only**) to be paid at the time of this agreement.

**c) 2<sup>nd</sup> installment:** 40% of consideration amount Rs. **XXXXXXXX.XX/-** (Rupees **XXXXXXXXXX Only**) to be paid on completion of Foundation work.

**d) 3<sup>rd</sup> installment:** 20% of consideration amount Rs. **XXXXXXXX.XX/-** (Rupees **XXXXXXXXXX Only**) to be paid on completion of respective frame work (Column, Beam etc.) of purchased flat.

**e) 4<sup>th</sup> installment:** 10% of consideration amount Rs Rs. **XXXXXXXX.XX/-** (Rupees **XXXXXXXXXX Only**) to be paid on completion of brick work, plastering, fixing of door frames etc.

**f) 5<sup>th</sup> installment:** 10% of consideration amount Rs. **XXXXXXXX.XX/-** (Rupees **XXXXXXXXXX Only**) to be paid before handing over possession of the property by vendor to the purchaser/s. Above consideration amount is including GST.

5. That the Purchaser shall have to pay proportionate cost of electric transformer installation apart from charges for electric connection in individual flat/s.

6. That if sufficient no. of car parking on the ground floor is not booked then it shall be converted to other purposes.

7. That the specification of the construction materials, fitting, and fixtures of the flat are given in schedule D.

8. That it is agreed by and between the parties that the delivery of possession of the flat shall be made within 31.03.2022.

9. That the possession of the property will be given to the purchaser after receiving full and final payment in all respect Owner/ Developer/Vendor.

10. That the Vendor will execute and register Deed of Sale in favor of Purchaser. All expenses for preparation and registration of Deed of Sale will be borne by the Purchaser/s

11. That after 30 days of due date of paying installment/s as per mode of payment referred earlier the Purchaser/s will have to pay 2% interest per month against the due amount. In the event of default for more than 3 (three) months the Vendor reserves his/her right to cancel allotment of the Purchaser. Upon cancellation of application money will be forfeited and deposit installment amount will be refunded

after 6 (six) months without any interest upon deducting 25% of the consideration amount as damage.

12. That if the Owner/ Developer/Vendor fail to deliver flat within the specified period, in that event he/they will be liable to pay 9% per annum interest in the deposited amount from the specified date of delivery to the date of actual handover of the possession of the flat subject to exceptional circumstances which are beyond the control of the Vendor like flood, earth-quake, and strike etc. the delivery of possession of the flat may be delayed.

13. That the Owner/ Developer/Vendor shall have always right to construct further on the roof of the building subject to approval/ regularization by the competent Authority.

14. That the ultimate roof of the building will be common for all occupiers except 25% roof area of the VENDOR for any utilization.

15. That Purchaser will form a registered Association with other Purchaser/s and Owner/ Developer/Vendor if it retains flat or car parking space, for maintaining common areas and facilities described in detail at schedule C and paying statutory dues and complying with statutory obligations. The Association shall be the custodian of all deeds & documents relating to the land, building, common areas & facilities.

16. That sewerage system & internal road of the instant project shall be common to the occupiers of the adjoining project of the Owner/ Developer/Vendor. Boundary wall also may connect with other project to have the boundary wall of two or more projects common.

17. That additional work in any individual flat, if feasible, may be carried on upon payment of extra amount which shall be settled by constitution.

18. That the final terms and conditions & modified drawing (plan) will be stipulated in the Deed of Sale.

### **SCHEDULE –A**

State- West Bengal, District- Purba Medinipur, Sub-Division- Haldia, Addl. Dist. Sub Registrar Office –Sutahata, P.S. Haldia, Mouza Brajanathchak, J.L.No.196 , LR Khatian No. 1722, Plot Nos. 273, 273/422, 273/695, 273/700, 273/701, 273/703 274/509, 422/628, Rayati Land, Total Area 45.785 decimal, Nature-Bastu under Ward No. 22 of Haldia Municipality which is butted & bounded by:

North by : The House of Subhas Hazra  
 South by : Municipality Road  
 East by : Medical Shop ( House of Khan family )  
 West by : The Mud house of Jhantu Bera

### **SCHEDULE –B**

Basement+G+8 storied building named Flat No. **XXXX** on the **XXXX** floor, measuring **XXXX sft.** super built up area corresponding to **XXXX sft.** built up area & **XXXX sft.** carpet area consisting of **XXXX** nos. Bed room, **1** no. Living cum Dining room, **1** Kitchen, **2** nos. Toilet (WC) and **XXXX** nos. Balcony along with 80 sq. ft car parking space No. **XXXX** on ground floor/ basement with user of all common portion & facilities together with impartable & propionate and variable share of land under Ward No: 22 of Haldia Municipality.

### **SCHEDULE –C**

#### **COMMON AREAS & FACILITIES**

1. Common lift.
2. Common Corridor.
3. Common boundary wall.
4. Common approach road.
5. Common sewerage system.
6. Common Generator system.
7. Common stair, stair landing.
8. Common Meter box and outside wiring.
9. Common Water Reservoir & pumps.
10. Common Entrance and stair case landing.
11. Common Overhead tank & Water supply line.
12. Common illumination of common areas of the building.

**SCHEDULE-D**  
**DETAILS SPECIFICATION OF THE FLATS**

- 1. FOUNDATION** : RCC pilling & foundation with column and beam framed Structure.
- 2. WALL & PLASTER** : All external walls will be 8” thick and partition walls will be 5” or 3” thick with sand cement plastering finish. Interior walls and ceilings will be finished by putty with a coat of primer.
- 3. DOORS** : Sal Wooden frames (3’x2.5’’) will be used for all (paint) doors and 1.5” bonded Commercial flush door shutter will be provided for doors.
- 4. WINDOWS** : Aluminum sliding windows with white glass along with standard fittings with inner side colored grill.
- 5. M.S.GRILLE** : Colored GI grill will be provided in the windows and main gate of the building in ground floor.
- 6. FLOORING** : Vitrified tiles (2’X2’). Toilets dado will be finished with ceramic tiles up to 6’, kitchen tops will be finished with Black Stone (Kota) 8’ along with steel sink & ceramic tiles up to 3’X8’.
- 7. SANITARY & PLUMBING** : All PVC / GI pipes and fittings will be used for all types of plumbing work. White commode with lowdown cistern will be provided in toilets, CP fittings of standard brand will be provided in toilets and kitchen. White basin with general fittings will be provided in the drawing room.
- 8. BALCONY** : Outside wall 5” & suitable Height. Inside wall fixed with a window & a flash door. Design of the Grill & inner colour of the balcony (similar) will be finish by the party as per direction of Architect.

- 9. WATER SUPPLY** : Filtered water from HDA/Municipality through overhead RCC water tank & underground water tank will be provided with pumping facility.
- 10. ROOF TREATMENT** : The entire roof will be finished with RCC concrete after plain surface.
- 11. BUILDING EXTERIOR** : The external surface of the building will be finished with two coats of cement based paint over a coat of primer.
- 12. BATHFITTINGS** : Wall mixer with overhead shower, towel rail, soap tray, pillar cock, concealed stop cock, and bib cock.
- 13. ELECTRICAL** : Total concealed wiring in the flat. One door bell point in the front door, **living & Dining:** Light Points - 3nos; Fan Points - 2 nos.; Power point – 6 amp-1 no. & 15 amp -1 no. TV point –1no. Telephone point – 1no. **Bed Room:** Light Points – 2 nos.; Fan Points - 1 no.; Power point – 6 amp-2nos. **Kitchen:** Light Points - 1no; Power point – 6 amp -1 no.; 15 amp-1no. **Balcony:** Light Points - 1no. **Bath Room:** Light Points - 1no; Power point – 15 amp-1no; (for both), will be provided with suitable fittings, wire, DB, DP, and MCB of standard company.
- 14. EXTRA WORK** :If Materials will given by the party, his/her own risk and own responsibility for extra work. Otherwise on request, the 1<sup>st</sup> party will finish the extra work for extra payable basis. With prior permission of the 1<sup>st</sup> party AC will be installed by 2<sup>nd</sup> party.
- 15. TRANSFORMER & ELECTRIC METER** : The 2<sup>nd</sup> Party will pay transformer & Connection charges for taking electricity from WBSEDCL as per rules.



In Witness where of both the parties signed this indenture at Haldia on the day and year above written.

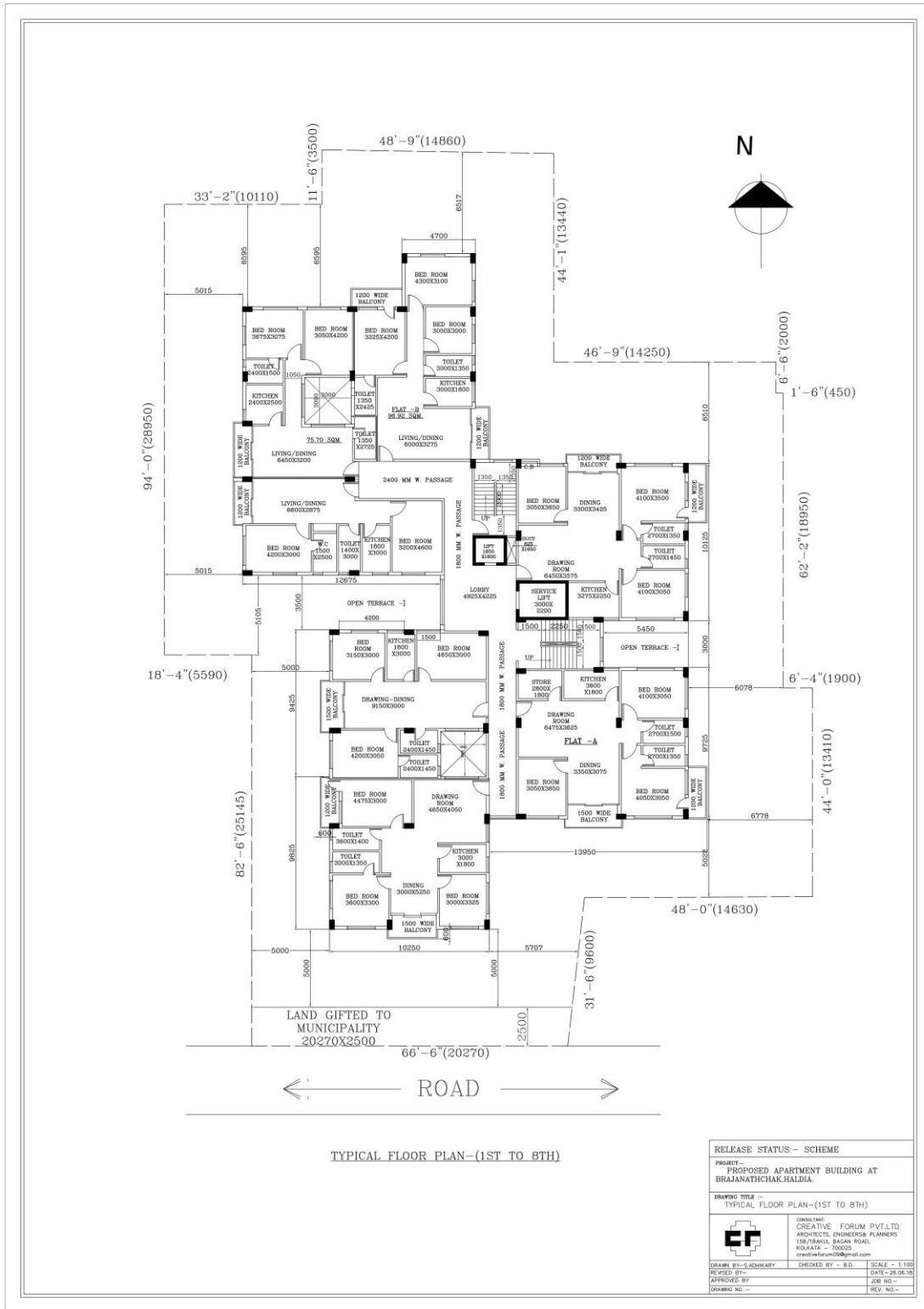
**WITNESSES**

1.

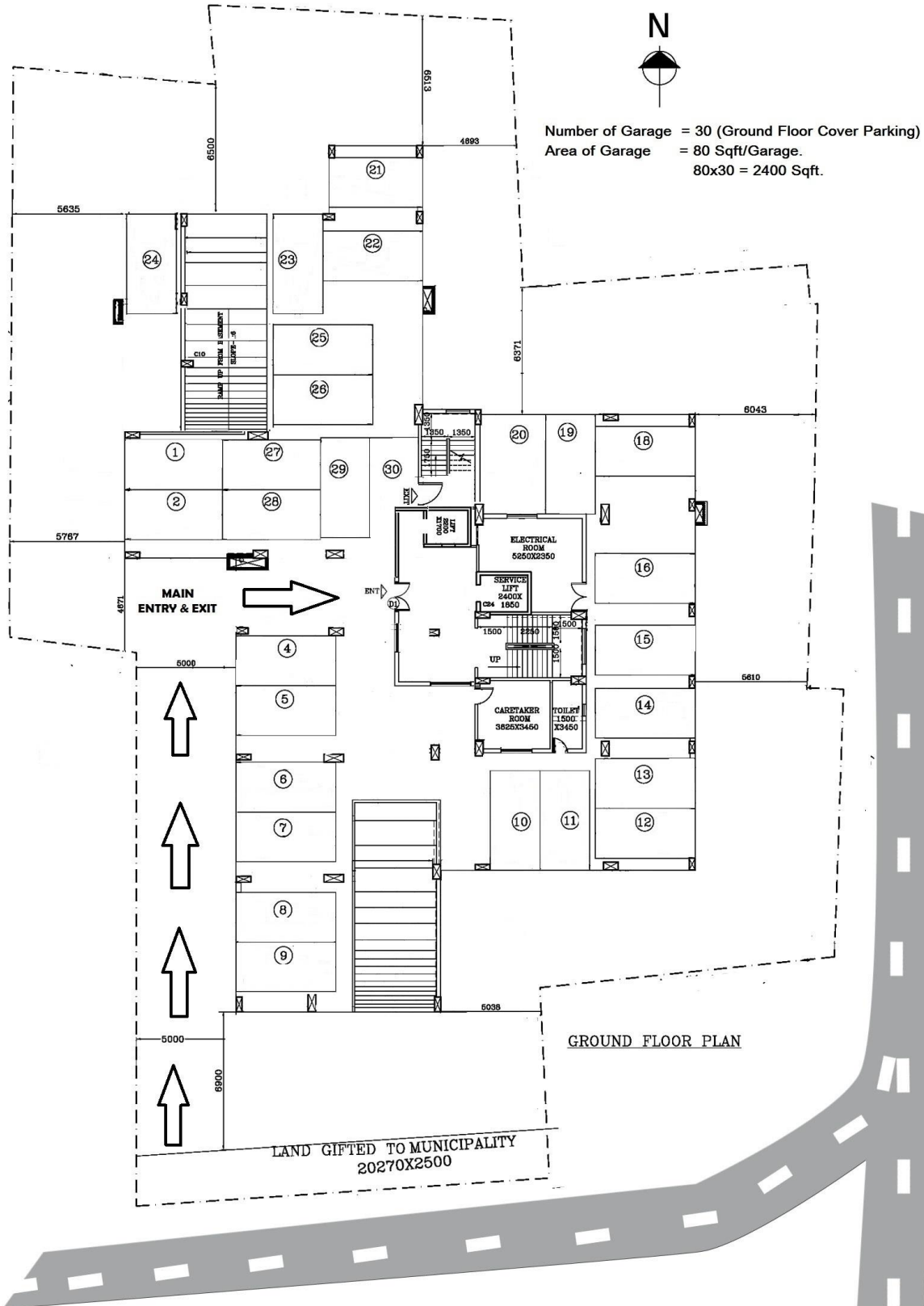
**Mohana Commercial Pvt. Ltd.  
Owner/ Developer/Vendor**

2.

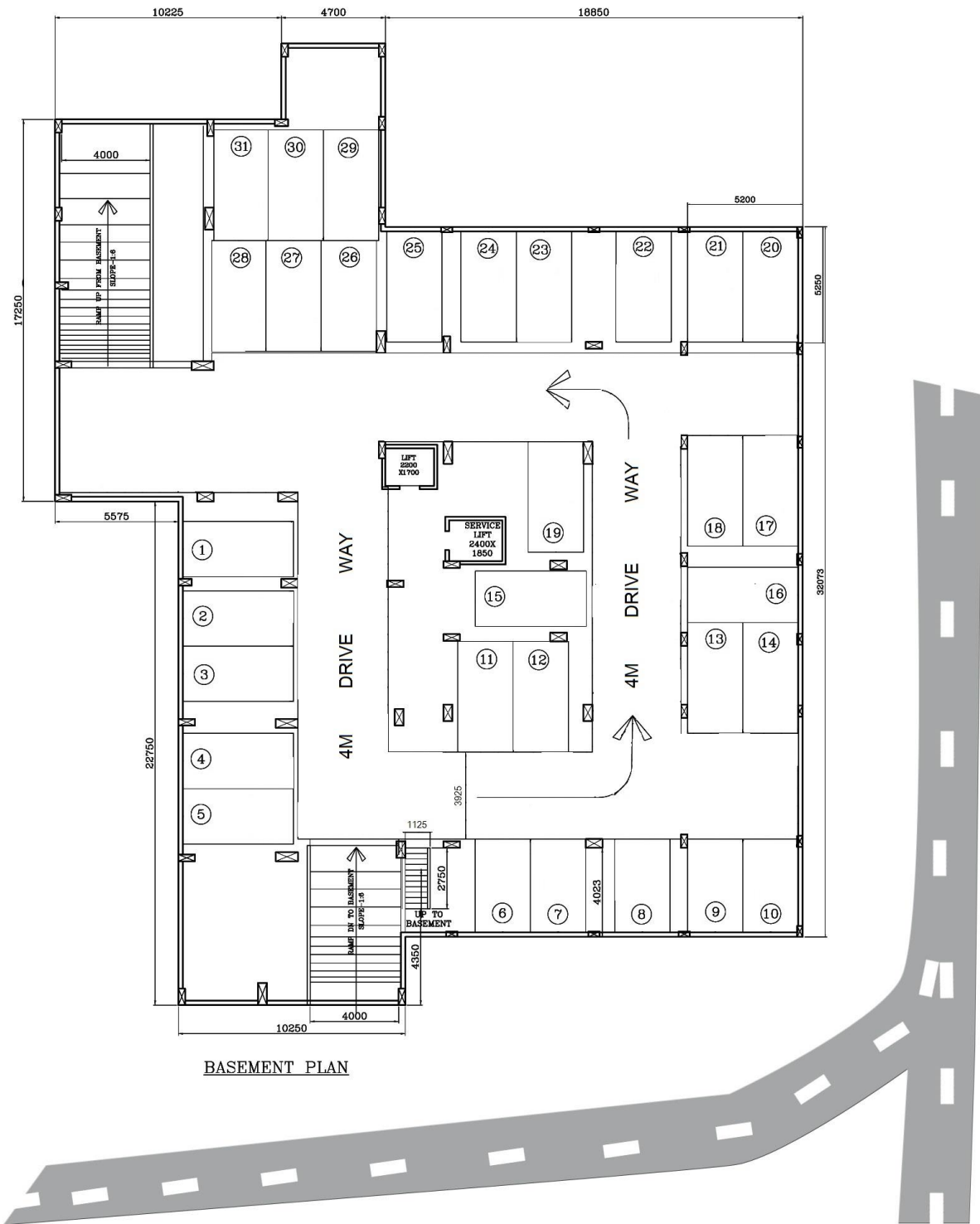
**Purchaser/s**



# CRYSTAL TOWER PARKING



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BASEMENT PLAN