

भारतीय गैर न्यायिक

बीस रुपये

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Rs.20

TWENTY  
RUPEES

INDIA NON JUDICIAL



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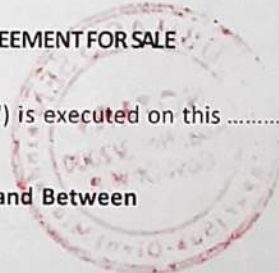
ANNEXURE 'A'



AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is executed on this ..... day of January 2023

By and Between



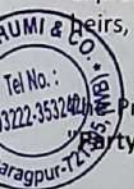
**BHUMI & CO**, a partnership firm formed under the Indian Partnership Act, 1932, having its principal place of business at 5/1, Suchana Building, Gr Floor, Kamala Cabin, PO: Inda, Kharagpur – 721 305 (PAN No: AAYFB7948J), represented by its authorised Managing Partner, Sri Dipankar Sengupta S/o. Lt. Sudarshan Sengupta, (Aadhaar no. 335860705629) Authorised vide Notarised Partnership Deed and Power of Attorney # KN 19216 and 19217, Dtd. 01.12.2021, hereinafter referred to as the "**Promoter (known as BHUMI & CO)**" [which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners].

7 JAN 2023

AND

Ms **SABITA KUIRI**, (Aadhaar No.7350 2364 2971 and P A N N o . B G J P K 9 3 6 5 E ) Wife of Mr Mrinmay Kuri, aged about 49 Yrs., Occupation: Service, by faith: Hindu, residing at Vill: Lohardi, PO: Puara, PS: Arsha, Dist. Purulia, West Bengal – 723 153, 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 assignees).

Signature Arrested



Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

Subhasis Sen  
Notary Kharagpur Sub-Divn

Sabita Kuri

**WHEREAS:**

A. The Promoter is the absolute and lawful owner of the BHUMI – VIII project, totally admeasuring 9537\_Square Feet (21.85 Dec), situated at Inda, Kharagpur Municipal Holding No: 225/190, Ward No: 01 in Mouza: Inda, JL No. 232, Block: Kharagpur-1, LR Khatian No: 3258 & 3259, LR Plot Nos: 4299 & 4300, District: Paschim Medinipur ("Said Land") vide Original Copies of Deed of Sale being No. 5426/2016, Dtd. 25.07.2016/ 8421/2018, Dtd. 06.12.2018 & 5895/2020, Dtd. 13.11.2016 in the name of Sri Dipankar Sengupta and Smt. Chaitali Sengupta Registered at the ADSRO Office, Registrar of Assurance Kharagpur, Dist. Paschim Medinipur, WB.  
("Owner known as BHUMI & CO") is the absolute and lawful owner of land totally admeasuring 21.85 Dec.

B. The Said Land is an earmark to build a residential in the name of BHUMI-VIII project, comprising of G plus 4 (four) multistoried apartments building, and the said project shall be hereinafter known as 'BHUMI-VIII' ("Project");

C. The Promoter is fully competent to enter into this Agreement, and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which the Project is to be constructed have to be completed;

D. The proposed "Allottee" have inspected the documents relating to the title of the "Promoter and Project" with respect to land fully described in schedule "A" annexed, as well as the sanctioned plans, specification plan and other documents relating to the schedule land. The proposed Allottee, after having satisfied with the Flat in the Multi-storied building to be constructed, the title of the Owners/Promoters of scheduled land, sanctioned plan and specification relating to the multistoried building to be constructed therein, also the competency and ability of the promoter to construct the multi-storied building decided to buy/enter into an agreement for the sale of the constructed area, i.e. 2-BHK FLAT No. A-4, Floor No. 2<sup>nd</sup> Floor super built-up area 812 sq. ft. (approx.) in the multi-storied residential complex hereinafter called "BHUMI-VIII" at Inda, Kharagpur.

E. The Allottee had applied for an apartment in the Project vide application no. 13/dated 25.01.2023 and has been allotted apartment no. A-1, having a super built-up area of 812 square feet, Type: 2 BHK, on the 2<sup>nd</sup> Floor ("Building") along without a garage/closed parking as permissible under the applicable law and of pro rata share in the "Common Areas" (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

G. 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;

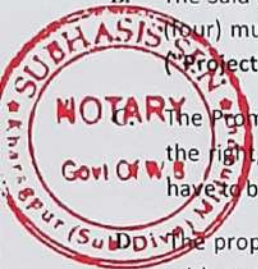
H. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms and conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

I. 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 apartment and the garage/closed parking.

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

**TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee



27 JAN 2023

Signature Allottee

SUBHASIS SEN  
Notary Kharagpur Sub-Div

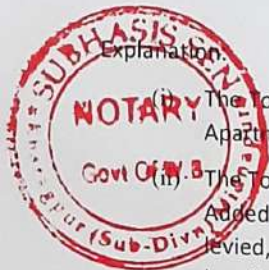


Sabita Kubi

and the Allottee hereby agrees to purchase, the Apartment as specified in this agreement;

The Total Price for the Apartment based on the super built-up area is Rs. 32, 00, 000 (Rupees: Thirty two lacs) only ("Total Price");

Block/Building/Tower no. <u>Bhumi – VIII</u>	Rate of Apartment per square foot*
Apartment no. <u>A-4</u>	Rs. 4000/- per Sq. Ft. (i.e., 812 Sq. Ft. X Rs. 4,000)
Type <u>2 BHK</u>	= Rs: 32,00,000/-(*exempted Rs.48,000/-)
Floor <u>2<sup>nd</sup> Floor</u>	



Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;

(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;

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 the Apartment includes pro rata share in the Common Areas as provided in the agreement.

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

It is agreed that the Promoter can make any additions and alterations, raised further floor area part additional structures at any time as may be permitted by the appropriate authorities in OR above the scheduled land of the sanctioned plans, layout plans, specifications & the nature of fixtures, fittings and amenities described therein in respect of the apartment /or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter does not affect OR prejudice the right hereby granted in favour of Allottee in respect of the said Flat.

The Promoter shall confirm the final area that has been allotted to the Allottee after the construction of the Building is complete by furnishing details of the changes, if any, in the built-up area. The total price payable for the built-up area shall be recalculated upon confirmation by the Promoter. Suppose there is any reduction in the area within the defined limit. 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 the Allottee paid such an extra amount. If there is any increase in the area agreed 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 foot as agreed in this Agreement.

Promoter agrees and acknowledges the Allottee shall have the right to the Apartment as mentioned below:

The Allottee shall have exclusive ownership of the Apartment;

The Allottee shall also have an undivided proportionate share in the Common Areas. Since the share/interest



of the 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 Allottee as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of the 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 firefighting equipment in the common areas etc. and includes the 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 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 be combined with any other project in its vicinity OR otherwise except for integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for the use and enjoyment of the Allottee of the Project.

The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing (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 outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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. 2 00 000/- (Rupees: Two Lacs) only a **booking amount** being part payment towards the Total Price of the Apartment 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 as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## Signature Attested

### 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 'BHUMI & CO' payable at Kharagpur.

### 3. COMPLIANCE WITH LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities 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 fulfil its obligations under this Agreement. Any refund, OR transfer of security, if provided in terms of the Agreement, shall be made in accordance with the provisions of the 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 their 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 subject. The Allottee shall keep the Promoter fully indemnified and harmless in this concern. 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 authorises the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### 5. TIME IS ESSENCE

Time is of the 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 to the Allottee and the common areas to the association of the Allottee after the completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by them and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

#### 6. CONSTRUCTION OF THE APARTMENT

- a) The promoter has the right to add, alter, and raise further floor area OR additional part structures at any time as may be permitted by the appropriate authorities in OR above the scheduled land A & B on OR above the still portion of the said multistoried building. Such addition, alteration structure and floors will be made OR constructed as per the agreement the construction may enter into with others in respect of the same and the Flat/ Duplex/ Simplex owner hereby consents to the same provided the promoters do not anyway effect OR prejudice the right hereby granted in favour of the Allottee in respect of said Flat.

- b) The Allottee shall have no right whatsoever to cause obstruction OR hindrance to the promoter while constructing OR completing OR repairing the said multistoried building OR any part thereof.

- c) The Allottee shall not make any objections to installing the transformer by WBSEDCL at the above site OR the Government land.

#### POSSESSION OF THE APARTMENT

1. Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Based on the approved plans and

specifications, the Promoter assures to hand over possession of the Apartment on or before 31.12.2024.

unless there is a delay or failure due to any pandemic, 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 provided that such Force Majeure conditions are not of a nature which makes 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 they shall not have any rights, claims etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Promoter, upon completion of the Project shall offer in writing the possession of the Apartment 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 to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure to fulfil any of the provisions, formalities, or documentation on the part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of the Allottee, as the case may be. The Promoter, on its behalf, shall offer the possession to the Allottee in writing within 30 days of completion of the Project.

**Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment 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 to the Allottee. If 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 completion of construction of the building, other activities and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws.

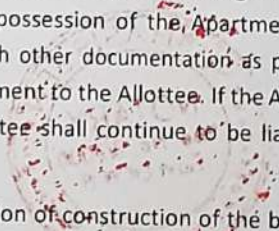
**Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

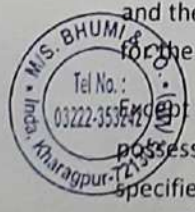
Except for the occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or



27 JAN 2023

Signature Attached

SUBHASIS SEN  
Notary Kharagpur Sub-Divn



*[Handwritten signature]*

*Sabita Kundu*

revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where 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.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] has an absolute, clear and marketable title with respect to the said Land; the requisite right 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 the development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) No litigations are pending before any Court of Law with respect to the said Land, Project or Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common 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 can 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.
- (viii) The Allottee hereby agree that the Promoter shall be entitled to create equitable OR any legal mortgage of the said "A" schedule land and proposed building during the construction period either in full OR part thereof for obtaining a loan for itself from any bank OR financial institutions OR any other third party for the purpose of construction of the building.

(ix) 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 which will, in any manner, affect the rights of Allottee under this Agreement;

The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(xi) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottee;

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



27 JAN 2023

Signature Attested

SUBHASIS SEN  
Notary Kharagpur SUB-Div



Sabita kauri

- (xiii) 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;
- (xiv) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, OR 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;
- (xv) 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 to the Allottee within the period specified. For 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.

A. In case of Default by the Promoter under the conditions listed above, Allottee is entitled to the following:

- a) Stop making further payments to the 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 after that the Allottee be required to make the next payment without any penal interest; or
- b) 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:

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

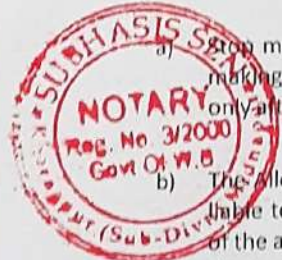
**27 JAN 2023**  
 If the Allottee fails to make payments for THREE (30 Days) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued a notice in that regard, the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

**Signature Attested**

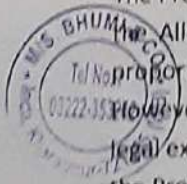
- (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the 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 the complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with a proportionate indivisible share in the Common Areas within 3 (three) months from the date of completion. 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 their favour till full and final settlement of



**SUBHASIS SEN**  
 Notary Kharagpur Sub-Div



*[Handwritten signature]*

*Sabita Kaur*



all dues, stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for the compliance of the provisions of the Indian Stamp Act, 1899, including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

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

The Promoter shall be responsible for providing and maintaining essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee. The cost of such maintenance has been included in the Total Apartment price.

### 12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship (*other than natural wear and tear, water pump, Elevator, plastic articles, glass articles*) or quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development of the building 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.

### 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 on the specific understanding that their right to the use of Common Areas shall be subject to the 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 their obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee 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 to all Common Areas, garages/closed parking 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 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, as located within the BHUMI - VIII, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and basements in any manner whatsoever, other than those earmarked as parking spaces. 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 for maintaining the Apartment at their own cost, in good repair and condition and shall not do or suffer from doing anything in or to the Building, or the Apartment, 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 and keep the Apartment, its walls and partitions, sewers, drains, pipe and appliances to it or belonging to it, 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 jeopardised.

Sabita Kushi

The Allottee further undertakes, assures and guarantees that they 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 colours scheme of the outer walls or paint 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 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. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and, after that the association of allottees and/or maintenance agency appointed by the 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 WITH LAW, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that they shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

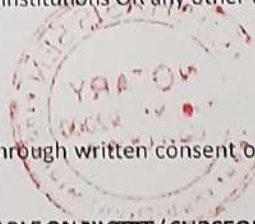
#### 18. PROMOTER CAN MORTGAGE OR CREATE A CHARGE

The Allottee hereby agree that the Promoter shall be entitled to create equitable OR any legal mortgage of the said "A" schedule land and proposed building during the construction period either in full OR part thereof for obtaining loan for itself from any bank OR financial institutions OR any other third party for the purpose of construction of the building.



#### 19. RIGHT TO AMEND

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



#### 20. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

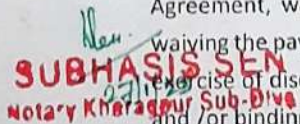
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

27 JAN 2023

### Signature Attested

#### 21. WAIVER IS 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 the 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.

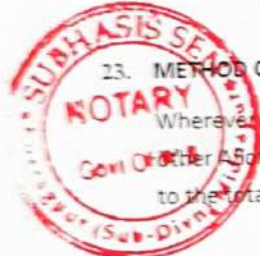


Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or the right thereafter to enforce each and every provision.

Sabita Kaur

**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.



**23. 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 bears to the total carpet area of all the Apartments in the Project.

**24. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee.



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:

Ms SABITA KUIRI (Name of Allottee)  
Vill. Lohardi, PO: Puara, PS: Arsha, Dist. Purulia, West Bengal - 723 153. (Allottee address)

27 JAN 2023

M/s Bhumi & Co, Suchana Building, Gr Floor, PO: Inda, Kharagpur-721305 (WB). (Promoters address)

Signature Attested

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 Regd 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.

Subhasis Sen  
28/1/23  
Notary Kharagpur Sub-Div

That in case there are Joint Allottees, the Promoter shall send all communications to the Allottee whose name appears first and at the address given by them, which shall provide for all intents and purposes to consider as properly served on all the Allottees.



**27. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and

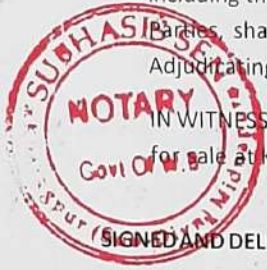
Sabita kuir

enforced in accordance with the laws of India for the time being in force.

**28. 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 paid through the Adjudicating Officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Kharagpur 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) Ms. SABITA KUIRI

*Sabita Kuiri*

at Inda, Kharagpur on 2 /01/2023 in the presence of:

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

*[Signature]*

**BHUMI & CO**

(Dipankar Sengupta)

Authorized Signatory



Photograph



WITNESSES

*Surajit Mukherjee Surajit mukherjee*

Address: Inda, Nr. Khargeswar Mandir, PO:

Inda, Kharagpur – 721305, Contact No:

96793 87461

2. *Ajay Kr Basak Ajay Kumar Basak*

Address: Inda Girls' High School Road, PO:

Inda, Kharagpur – 721 305, Contact No:

94740 66892



27 JAN 2023

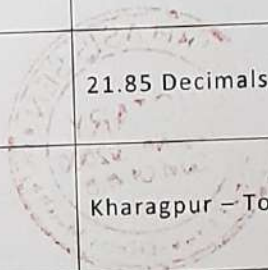
Signature Attested

*27/1/23*

**SUBHASIS SEN**  
Notary Kharagpur Sub-Div

## SCHEDULE 'A'

1	Location	Latitude - North 22.3494987° Longitude - East 87.3381057°
2	Municipal Holding No	H No. 225/190
3	Municipality & Ward No	Kharagpur, W - 01
4	JL No. and Mouza	232, Inda Mouza
5	LR Khatian Nos	3258 and 3259
6	LR Plot Nos	4299 and 4300
7	Area of Land	21.85 Decimals
8	Block & PO	Kharagpur - Town & Post - Inda
9	ADSR0	Kharagpur
10	District	Paschim Medinipur, West Bengal
11	Together with all rights, privileges and benefits butted & bounded	North: 4.0' road, East: Mr Kartik Bhattacharjee's house, West: 10.0' road, South: 5.0' road.



27 JAN 2023



Promoter.

BHUMI & CO.  
Dipankar Sengupta  
(Authorized Signatory)

Signature Arrested

27/1/23  
SUBHASIS SEN  
Notary, Kharagpur Sub-Div

Allottee:

Sabita Kaur

G+4.

**BUILTUP AREA:**

- FLAT A1 = . 890 SFT
- FLAT A2 = . 985 SFT
- FLAT A3 = . 621 SFT
- FLAT A4 = . 650 SFT
- FLAT A5 = . 933 SFT

**SUPER BUILTUP AREA:**

- FLAT A1 = . 1112 SFT
- FLAT A2 = . 1231 SFT
- FLAT A3 = . 776 SFT
- FLAT A4 = . 812 SFT
- FLAT A5 = . 1166 SFT

*East side.*

*2 BHK*

*2 BHK*

*South side*

*3 BHK*

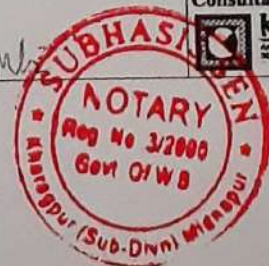
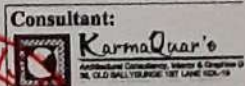
*5/10 Road*

*West side.*

**SECOND FLOOR PLAN**

SCALE: 1:100

*Road 10feet 3M*



*[Handwritten signature]*

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT



27 JAN 2023



Promoter:

BHUMI & CO.  
Dipankar Sengupta  
(Authorized Signatory)

Signature Attested

Wen: 27/1/23  
SUBHASIS SEN  
Notary, Kharagpur Sub-Divn

Allottee:

Sabita kuni

### SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

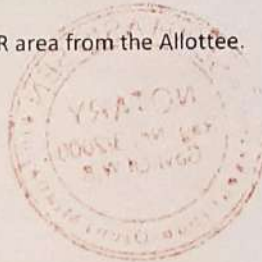
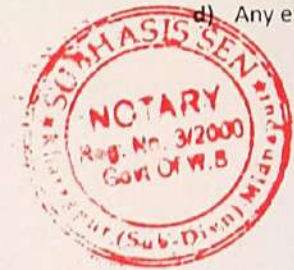
The Allottee shall pay the Promoter for their services and cost of construction and Parking a sum of Rs. 32,00,000 (Rupees in words: Thirty two lacs) only [along with escalation cost if the promoter makes any changes on Allottee demand] in the following manner stated below:

1	Booking Amount at the time of confirmation 10% (to be treated as Advance)	Rs. 3,20,000.00
2	1 <sup>st</sup> Instalment 20% (completion of plinth work)	Rs. 6,40,000.00
3	2 <sup>nd</sup> Instalment 20% (completion of 1 <sup>st</sup> roof cast)	Rs. 6,40,000.00
4	3 <sup>rd</sup> Instalment 20% (completion of brickwork along with 2 <sup>nd</sup> roof cast)	Rs. 6,40,000.00
5	4 <sup>th</sup> Instalment 15% (completion of brickwork along with 3 <sup>rd</sup> roof cast)	Rs. 4,80,000.00
6	5 <sup>th</sup> Instalment 10% (completion of brickwork along with putty inside)	Rs. 3,20,000.00
	6 <sup>th</sup> & Final Instalment 5% (in advance of handover/ Registration of property )	Rs. 1,60,000.00

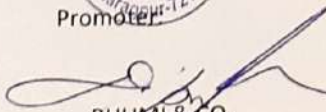
That in addition to the above-mentioned cost the Allottee shall also pay the promoter the following:

- Increase in any estimated cost of construction, if there be any delay due to any obstruction to be caused by the Allottee in the construction of said multi-storied building OR due to any increase in taxes/duties of the construction material of other Government action OR due to any escalation of material cost and labour rates, such increase shall be calculated with the best price and minimum wages prevailing at the time of handing over of the proposed flat.
- In case of any Sales Tax/GST on Flat OR any other Govt duties payable relating to the said property.
- Parking Cost, and
- Any extra demand of work OR facility OR area from the Allottee.

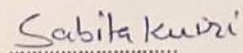
27 JAN 2023



Allottee:

  
BHUMI & CO.  
Dipankar Sengupta  
(Authorized Signatory)

Signature Attested

  
.....

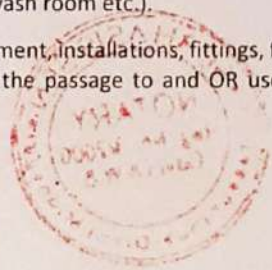
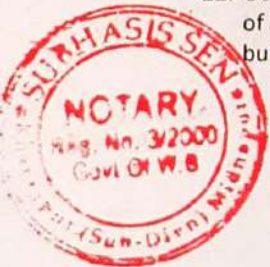
27/1/23  
SUBHASIS SEN  
Notary-Khargapur Sub-Div



SCHEDULE 'C\_1' – THE COMMON PORTIONS

THE COMMON AREAS / COMMON PORTIONS: The common areas OR common portions shall mean the common portions of the building and part of a property that is accessible to every tenant and the owner and which is co-owned by every resident and is an inseparable area in development. They are:

1. The roof of the top floor.
2. Entrances and exits to the building.
3. Boundary walls and main gate.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use).
5. Electrical wiring and other fittings (except only those as are installed within the exclusive area of any unit and/or exclusively for its use).
6. Staircase and landings on all the floors.
7. Entrance lobby and electric utility rooms.
8. Tube well and water supply with pump.
9. Elevator machine rooms, elevators with fittings and fixtures.
10. Water pumps, electric motor, water pump room, overhead water storage tank, and all standard plumbing installations for carriage of water (save only those are exclusively within and for the use of any unit) in the building.
11. The leftover areas in the ground and four sides of the building (such as a 2-wheeler, bi-cycle parking, Security Office, Visitors/servants wash room etc.).
12. Other common parts, areas, equipment, installations, fittings, fixtures and spaces in OR about the land of the building are necessary for the passage to and OR use of the units by the Co-owner of the building.



27 JAN 2023



Promoter:

*Dipankar Sengupta*  
BHUMI & CO.  
Dipankar Sengupta  
(Authorized Signatory)

Signature Attested

*Subhasis Sen* 27/1/23  
SUBHASIS SEN  
Notary Kharagpur Sub-Divn

Allottee:

*Sabita Kuini*

**SCHEDULE 'D' – about Building Materials specification(s):**

1	FOUNDATION & STRUCTURE	Earthquake resisted reinforces cement concrete work and RCC framed structure with TATA Tiscon Rods.
2	ELEVATION / VIEW	Modern architectural design
3	EXTERIOR PAINT	Weather coat paint
4	INTERIOR WALLS	Putty and primer applied
5	WALL FINISH	Eco-friendly brickwork with cement putty
6	FLOORING	Vitrified Tiles
7	KITCHEN	Granite Platform with stainless steel sink and 2' 6" ceramic tiles above counter/platform.
8	TOILET(S)	Anti-skid ceramic tiles in flooring and wall tiles vitrified-glossy up to 6' in height. Connection of Hot and Cold water & C P Fittings of Jaguar makes. Sanitary ware of Parry ware OR Jaguar hanging wall mounted commode.
9	STAIRCASE & LOBBY	The flooring of coloured marble and steel railing at the landing and commonplace
10	DOORS	The entrance door will be Teak wood and the frames of all doors will be Seasoned Sal wood. Other doors will be flash doors with lock and key of Godrej make with lamination finish.
11	WINDOWS	Windows aluminium siding with M S Grill.
12	HARDWARE	Standard quality steel fittings
13	ELECTRICALS	Concealed wiring with copper wire of std makes AC point in the master bedroom & drawing room, doorbell point at the main entrance, and TV point in the drawing room and master bedroom.
14	ELEVATOR	Self-operated lift of a standard make
15	WATER	Round-the-clock water supply
16	CAR PARKING	Designed pebbles mounted, demarked area of parking covered.
17	SECURITY AND OFFICE	Guard posted round the clock at a cost
18	SERVENT'S TOILET	At security Office Gr Floor
19	BOUNDARY & GATE	Beautifully designed entrance gate(s) and boundary wall with illumination.

This Agreement for Sale consists of ..... (.....) pages out of which **1 (One) page of Non-Judicial Stamp Paper of Rs. 20/- (Rupees: Twenty)** only along with one Aadhaar Card of Mr

**Signature Attested**

Allottee:

Sabita kumari

Notary  
**SUBHASIS SEN**  
Notary Kharagpur Sub-Div.

Date: 27/1/23

MIS. BHUMI & CO.  
Tel. No.: 98222-353242  
Promoter:  
BHUMI & CO.  
Dipankar Sengupta  
(Authorized Signatory)