

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed before the Additional District Sub Registerer Office at Durgapur on this day of, 20.....,

BY AND BETWEEN

SHYAM DEVELOPERS, having PAN No. – AFAFS4921H, having its Registered Office at B/19, Arvil Park, Fuljhore, Holding No. 54/N, P.O. - Durgapur, P.S. – New Township, District – Paschim Bardhaman, PIN Code – 713206, State – West Bengal, India, **is a Partnership Firm governed by the Indian Partnership Act, 1932**; and are carrying on the Real Estate & Construction business under their partnership and according to amend the partnership deed from 15 Day of November 2024 to give effect of change in the principal place of business, from its existing address A-49, Moulana Azad Sarni, City Centre, District - Paschim Burdwan, West Bengal, PIN: 713216, India to the new address as the Head office and Principal place of business shall be situated at **MEAV-54, Urvashi-Phase II, Bengal Ambuja, City Centre, PIN: 713216, District-Paschim Burdwan, West Bengal, India.**

Represented by its authorized signatory, **Sri SOUGATA ROY**, having PAN: **ANMPR3546D**, Aadhaar – **5612 0193 8521**, son of Sri Madhu Sudan Roy, aged about 39 years, by faith - Hindu, by occupation - Businesses, Nationality - Indian, permanent resident of 18/2, Chandidas Avenue, B-Zone, Durgapur, District – Paschim Bardhaman formerly Burdwan, West Bengal, PIN Code - 713205, India, as the Partner, authorized *vide* board resolution among the partners minutes numberdated 15th day of November, 2024, hereinafter referred to as the "**Promoter**" or "**Developer**" (which expression shall mean and include their legal heirs, successors, successors-in-interest, successors-in-office, executors, administrators, legal representatives and assigns) of the ONE PART;

AND

[If the Allottee is a Company]

..... (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at....., PAN..... represented by its authorized signatory,, Aadhaar No., duly authorized *vide* board resolution dated, hereinafter referred to as the "Allottee" (which expression shall mean and include their legal heirs, successors, successors-in-interest, successors-in-office, executors, administrators, legal representatives and assigns).

For SHYAM DEVELOPERS

 Sougata Roy
 Partner

[OR]
[If the Allottee is a Partnership Firm]

....., a partnership firm registered under the Indian Partnership Act, 1932, having its Principal Place of Business at....., PAN..... represented by its authorized partner,, Aadhaar No., duly authorized vide resolution dated, hereinafter referred to as the "Allottee" (which expression shall mean and include their legal heirs, successors, successors-in-interest, successors-in-office, executors, administrators, legal representatives and assigns).

[OR]
[If the Allottee is an Individual]

Mr., son of residence at PAN No. & Aadhaar No., aged about... years, by faith-....., by occupation, Nationality-Indian, hereinafter referred to as the "Allottee" or "Purchaser" (which expression shall mean and include their legal heirs, successors, successors-in-interest, successors-in-office, executors, administrators, legal representatives and assigns).

[OR]
[If the Allottee is a HUF]

Mr. (Aadhar no.) son of aged about..... for self and as the karta of the Hindu joint Mitakshara family known as HUF, Having its place of Business / residence at, PAN No., hereinafter referred to as the "Allottee" or "Purchaser" (which expression shall mean and include their legal heirs, successors, successors-in-interest, successors-in-office, executors, administrators, legal representatives and assigns).

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

WHEREAS:

For SHYAM DEVELOPERS

 Partner

PART - I

The Promoter/Developer has purchased the piece and parcel of *Bastu* Land situated at District - Paschim Bardhaman, A.D.S.R. & Sub-Division - Durgapur, P.S. - Coke-oven, Municipality - Durgapur Municipal Corporation, Ward No. - 42, PIN Code: 713201, Mouza - Birvhanpur, J.L. No. - 91, Plot No. - L.R - 695 (R.S. - 1157) & L.R - 717 (R.S. - 1157) and Khatian No. - L.R-6123, total measuring area **6.5 Decimal or 4 Katha** from Sri BHUPEN CHANDRA BARUI, having PAN NO. - AKGPB4045P, Aadhaar - 6758 9025 7978, Son of Late Parasuram Barui, residing at Subhas Pally, DMC Ward No. - 42, Durgapur - 713201, P.S. - Coke-oven, District - Paschim Bardhaman formerly Burdwan, West Bengal, by dint of Registered Sale Deed No. I - 2306-06787/2023 dated 14.07.2023 before the Additional District Sub-Registrar's Office, at Durgapur. hereinafter called the "**SCHEDULE PROPERTY - PART - I**".

AND WHEREAS the said Sri BHUPEN CHANDRA BARUI, has purchased the "SCHEDULE PROPERTY - PART - I" as well as Schedule mentioned Land (L-6 to L-7) from i) Sri Sudha Ranjan Choudhury, ii) Sri Amrita Choudhury, iii) Smt. Lakhi Rani Choudhury, iv) Smt. Sabita Mitra, and v) Smt. Bula Kar, all are son/daughter of Late Satya Ranjan Choudhury, and legal heirs or successors of Satya Ranjan Choudhury, all are residing at Coke-oven colony, Durgapur - 713202, vide Registered Sale Deed No. I - 327 for the year 2006 executed dated 13.08.2004 at Additional District Sub-Registry Office Durgapur. And whereas said deceased Satya Ranjan Choudhury in his life time had purchased the said schedule property from Naryan Chandra Sen, son of Late Surjya Kumar Sen, of Coke-oven colony, Durgapur - 713202 vide Registered Sale Deed No. I - 732 for the year 1974 at the Additional District Sub-Registry Office, Durgapur and thereafter the present seller (Sri Bhupen Chandra Barui) **mutated** his name from Block Land & Land Reform Officer, Faridpur-Durgapur, in his L.R. R.O.R. as Khatian No. - 6123 (recorded in the *Parcha* as Rayat ownership).

AND WHEREAS, the Revenue Officer, Block Land & Land Reforms Officer, B.L. & L.R.O's Office, Faridpur-Durgapur has sanctioned the 2 (two) applications dated 21/02/2024 for change of character of land from one class to another and the **conversion** of the below landed property from classification *Baid/Bastu* land to *Commercial Bastu* land as mentioned in the "SCHEDULE PROPERTY - PART - I" vide (1) the Conversion Case No. CN/2024/2311/442 & Memo No. 388/BL & LRO/Addl/D-F/2024 dated 28/02/2024 and (2) the Conversion Case No. CN/2024/2311/447 & Memo No. 388/BL & LRO/Addl/D-F/2024 dated 28/02/2024. Subsequently, the Promoter/Developer paid **Government rent (khajna)** to the District Magistrate as the collector of revenue through the Revenue Officer B.L. & L.R.O's Office, Faridpur-Durgapur, District - Paschim Bardhaman vide Receipt No. REVREC2024231100460 dated 30.01.2024.

WHEREAS:**PART - II**

The Promoter/Developer has purchased the piece and parcel of *Bastu* Land situated at District - Paschim Bardhaman, A.D.S.R. & Sub-Division - Durgapur, P.S. - Coke-oven, Municipality - Durgapur Municipal Corporation, Ward No. - 42, PIN Code: 713201, Mouza -

For SHYAM DEVELOPERS

Sugata Ray
Partner

Birvhanpur, J.L. No. - 91, Plot No. - L.R. - 713 (R.S. - 1144), L.R. - 711 (R.S. - 1159) & L.R. - 710 (R.S. - 1159, 1160) and Khatian No. - LR - 4835, total measuring area **9.3 Decimal or 5.64 Katha** from EXCLUSIVE NIRMAN PRIVATE LIMITED, PAN - AABCE9278L, is a Company registered under Indian Companies Act, 1956, having its principal place of business at Sagarika Enclave, J.P. Avenue, Shasanka Pally, P.O. - Durgapur - 713211, P.S. - Coke-oven, District - Paschim Bardhaman, Represented by the Director Mr. Sanjoy Kumar Pandey, PAN - ACHPP8916B, Aadhaar No. - 7030 4557 2653, Son of Late Saroj Kumar Pandey, Director of Exclusive Nirman Pvt. Ltd. of Flat No. 10, Janakalyan Cooperative Housing Society Limited, Bidhannagar, P.O. - Durgapur - 713212, P.S. - New Township, District - Paschim Bardhaman, by dint of **Registered Sale Deed** No. I - 2306-07393/2023 dated 31.07.2023 before the Additional District Sub-Registrar's Office, at Durgapur. hereinafter called the "**SCHEDULE PROPERTY - PART - II**".

AND WHEREAS the said EXCLUSIVE NIRMAN PRIVATE LIMITED has purchased the "SCHEDULE PROPERTY - PART - II" from (1) Sri Upen Chandra Barui & (2) Sri Bhupen Chandra Barui, by virtue of a Sale Deed Vide No. - I - 4849 / 2011 for the year 2011 dated 22.06.2011 of Additional District Sub-Registrar Office, Durgapur and it has been observed that the said deed was duly recorded in the ROR of B.L. & L.R.O. Faridpur-Durgapur and **mutated** the Seller name in L.R. R.O.R. and the vendor or seller is/are enjoying the Sch. L1, L2 & L3 land of the "SCHEDULE PROPERTY - PART - II" without any disturbance whatsoever as Khatian No. - 4835 (recorded in the *Parcha* as Rayat ownership).

AND WHEREAS the said (1) Sri Upen Chandra Barui & (2) Sri Bhupen Chandra Barui have jointly purchased the Sch. L1 land of the "SCHEDULE PROPERTY" from Aruna Mukherjee of Durgapur - 713202 by virtue of a Sale Deed Vide No. - I - 1947 / 2002 for the year 2002 of the Additional District Sub-Registrar Office, Durgapur.

AND WHEREAS the said (1) Sri Upen Chandra Barui & (2) Sri Bhupen Chandra Barui and along with another brother (3) Sri Badal Chandra Barui, have purchased the Sch. L2 & L3 land of the "SCHEDULE PROPERTY" from Dolly Majumder of Durgapur - 713201 by virtue of a Sale Deed Vide No. - I - 1090 / 1990 for the year 1990 of Additional District Sub-Registrar Office, Durgapur and later on the said brother (3) Sri Badal Chandra Barui transferred his 1/3 rd share i.e. approx. 3 Decimal of land to his said two brothers (1) Sri Upen Chandra Barui & (2) Sri Bhupen Chandra Barui jointly by virtue of registered Deed of Gift being No. 2753 / 2002 for the year 2002 and by virtue of said Gift Deed (1) Sri Upen Chandra Barui & (2) Sri Bhupen Chandra Barui became the absolute owner of total approx. 9 Decimal land as mentioned in the Sch. L2 & L3 land of the "SCHEDULE PROPERTY - PART - II".

AND WHEREAS, the Revenue Officer, Block Land & Land Reforms Officer, B.L. & L.R.O's Office, Faridpur-Durgapur has sanctioned the application dated 20/02/2024 for change of character of land from one class to another and the **conversion** of the below landed property from classification *Baid/Bastu* land to *Commercial Bastu* land as mentioned in the "SCHEDULE PROPERTY - PART - I" vide (1) the Conversion Case No. CN/2024/2311/400 & Memo No. Conv/357/BL & LRO/Addl/D-F/24 dated 22/02/2024 and the Revenue Officer, ADM, District Land & Land Reforms Officer, Paschim Bardhaman has sanctioned the application dated 20/02/2024 for change of character of land from one class to another and the conversion of the below landed property from classification *Baid/Bastu* land to

Commercial Bastu land as mentioned in the "SCHEDULE PROPERTY - PART - I" vide (2) the Conversion Case No. CN/2024/2311/404 & Memo No. Conv/2835/1/ADM & DLRO/PAB/24 dated 19/06/2024. Subsequently, the Promoter/Developer paid **Government rent (khajna)** to the District Magistrate as the collector of revenue through the Revenue Officer B.L. & L.R.O's Office, Faridpur-Durgapur, District - Paschim Bardhaman vide Receipt No. REVREC2024231100472 dated 30.01.2024.

WHEREAS

PART - III

The Promoter/Developer has made a DEVELOPMENT AGREEMENT OR CONSTRUCTION AGREEMENT with the Land Owners (1) Sri UPENDRA CHANDRA BARUI, having PAN - AHZPB2724J, Aadhaar - 6669 4821 9853, Son of Late Parsuram Barui, aged about 67 years, Resident of Netaji Subhas Pally, Shyampur, P.O. - Durgapur, PIN - 713201, P.S. - Coke-Oven, District - Paschim Bardhaman formerly Burdwan, West Bengal, India; and (2) Sri DEBABRATA BARUI, having PAN - AKGPB4053L, Aadhaar - 2429 2901 5908, Son of Sri Upen Chandra Barui, aged about 35 years, Resident of Netaji Subhas Pally, Shyampur, P.O. - Durgapur, PIN - 713201, P.S. - Coke-Oven, District - Paschim Bardhaman formerly Burdwan, West Bengal, India; in respect of the piece and parcel of Bastu Land situated at District - Paschim Bardhaman, A.D.S.R. & Sub-Division - Durgapur, P.S. - Coke-oven, Municipality - Durgapur Municipal Corporation, Ward No. - 42, Holding No. - 0048069, PIN Code: 713201, Mouza - Birvhanpur, J.L. No. - 91, Plot No. - L.R - 691, L.R - 692, L.R - 710, L.R - 693, & L.R - 694, and Khatian No. - L.R-696 & L.R-4911, **total measuring area 23.3 Decimal**, by dint of Registered Development Agreement or Construction Agreement Deed No. I - 2306-07937/2023 dated 11.08.2023 before the Additional District Sub Registrar's Office, at Durgapur; and simultaneously, the said Land Owners have also given Registered Power of Attorney after Registered Development Agreement vide Deed No. I - 230602505/2024 dated 07.03.2024 before the Additional District Sub-Registrar, Durgapur and the Land Owners do hereby authorize the Promoter to exercise the rights, powers, privileges and benefits of the Land as an Owner and to sell the Flats, parking & shops to the proposed buyers. hereinafter called the "**SCHEDULE PROPERTY - PART - III**".

AND WHEREAS the "SCHEDULE PROPERTY - PART - III" was duly purchased by the Land Owners (Sri Upendra Chandra Barui, & Sri Debabrata Barui) from the respective Land Owners as per the respective registration sale Deed, and they duly mutated the Schedule-mentioned property in their own name.

AND WHEREAS Sri Upendra Chandra Barui, son of Parashuram Barui purchased a piece and parcel of land measuring 4.5 katha or 7.425 decimal, out of 14 Katha or 23.30 decimals more or less of Schedule mentioned Land (L-1 to L-3) from Sri Bimal Krishna Kundu son of Bhim Chandra Kundu, of Netaji Shubhas Palli, Durgapur-1 vide a Sale Deed being No. 3852 of 2005 of Additional District Sub-Registry Office Durgapur and after that **mutated** his name in L.R. R.O.R. as Khatian No. - 696 (recorded in the *Parcha* as Rayat ownership).

AND WHEREAS Sri Upendra Chandra Barui, son of Parashuram Barui. purchased a piece and parcel of land measuring 3.5 katha or 5.775 decimal out of 14 Katha or 23.30 decimals more or less of Schedule mentioned Land (L-1 to L-3) from Sri Bimal Krishna Kundu

For SHYAM DEVELOPERS


Partner

son of Bhim Chandra Kundu, of Netaji Shubhas Palli, Durgapur-1 vide a Sale Deed being No. 326 of 2006 of Additional District Sub-Registry Office Durgapur and after that **mutated** his name in L.R. R.O.R. as Khatian No. - 696 (recorded in the *Parcha* as Rayat ownership).

AND WHEREAS Sri Debabrata Barui son of Sri Upendra Chandra Barui purchased a piece and parcel of land measuring 3 katha or 5 decimal out of 14 Katha or 23.30 decimals more or less of Schedule mentioned Land (L-4 to L-5) from Chhotelal Khotik and others vide a Sale Deed being No. 797 of 2007 of Additional District Sub-Registry Office Durgapur and after that mutated his name in L.R. R.O.R. as Khatian No. - 4911 (recorded in the *Parcha* as Rayat ownership).

AND WHEREAS Sri Debabrata Barui son of Sri Upendra Chandra Barui purchased a piece and parcel of land measuring 3 katha or 5 decimal out of 14 Katha or 23.30 decimals more or less of Schedule mentioned Land (L-4 to L-5) from Smt. Chandana Ghosh and others, vide a Sale Deed being No. 6576 of 2010 of Additional District Sub-Registry Office Durgapur and after that **mutated** his name in L.R. R.O.R. as Khatian No. - 4911 and after that mutated his name in L.R. R.O.R. as Khatian No. - 696 (recorded in the *Parcha* as Rayat ownership).

AND WHEREAS total land measuring about **23.30 decimal** (more or Less) of land area (L-1 to L-5) situated at Mouza - Birbhanpur, JL No. 91, under the jurisdiction of Durgapur Municipal Corporation within Shyampur, P.O. - Durgapur, PIN - 713201, P.S. - Coke-Oven, District - Paschim Bardhaman formerly Burdwan, West Bengal, India; Individual Land share as follows:

- In the L.R. Khatian No. - 696, in the name of Sri Upendra Chandra Barui,
- i. R.S. Plot No. - 1160, corresponding to L.R. Plot No. - 691, measuring more or less 0.30 decimal,
 - ii. R.S. Plot No. - 1159, 1160 corresponding to L.R. Plot No. - 710 measuring more or less 1 decimal,
 - iii. R.S. Plot No. - 1159, 1157 corresponding L.R. Plot No. - 692 measuring more or less 12 decimal;
- Total in three Plots 13.30 decimal,

AND WHEREAS, the Revenue Officer, Block Land & Land Reforms Officer, B.L. & L.R.O's Office, Faridpur-Durgapur has sanctioned the application dated 09/02/2024 for change of character of land from one class to another and the conversion of the below landed property from classification *Baid* land to *Commercial Bastu* land as mentioned in the "SCHEDULE PROPERTY - PART - III" vide (1) the Conversion Case No. CN/2024/2311/307 & Memo No. 259/BL & LRO/Addl/D-F/2024 dated 12/02/2024 and (2) the Conversion Case No. CN/2024/2311/308 & Memo No. 260/BL & LRO/Addl/D-F/2024 dated 12/02/2024; and the Revenue Officer, ADM, District Land & Land Reforms Officer, Paschim Bardhaman has sanctioned the application dated 04/03/2024 for change of character of land from one class to another and the conversion of the below landed property from classification *Bastu* land to *Commercial Bastu* land as mentioned in the "SCHEDULE PROPERTY - PART - III" vide (3) the Conversion Case No. CN/2024/2311/507 & Memo No. 2835/ADM & DLRO/PAB/24 dated 19/06/2024. Subsequently, the Promoter/Developer paid Government rent (*khajna*) to the District Magistrate as the collector of revenue through the Revenue Officer B.L. & L.R.O's Office, Faridpur-Durgapur, District - Paschim Bardhaman vide Receipt No. REVREC2024231100459 dated 30.01.2024.

For SHYAM DEVELOPERS


Partner

And

- In the L.R. Khatian No. - 4911, in the name of Sri Debabrata Barui,
- i. R.S. Plot No. - 1158 corresponding to L.R. Plot No. - 694 measuring more or less 5 decimal, &
 - ii. R.S. Plot No. - 1157 corresponding to L.R. Plot No. - 693 measuring more or less 5 decimal,

Total area in Two Plots being 10 decimal and

AND WHEREAS, the Revenue Officer, Block Land & Land Reforms Officer, B.L. & L.R.O's Office, Faridpur-Durgapur has sanctioned the application dated 12/02/2024 for change of character of land from one class to another and the conversion of the below landed property from classification *Baid* land to *Commercial Bastu* land as mentioned in the "SCHEDULE PROPERTY - PART - I" vide (1) the Conversion Case No. CN/2024/2311/336 & Memo No. 286/BL & LRO/Addl/D-F/24 dated 16/02/2024. Subsequently, the Promoter / Developer paid **Government rent (khajna)** to the District Magistrate as the collector of revenue through the Revenue Officer B.L. & L.R.O's Office, Faridpur-Durgapur, District - Paschim Bardhaman vide Receipt No. REVREC2024231100471 dated 30.01.2024. And its Holding No. - 377, Ward No. 42 of DMC, Assessment No. 3309401111540, dated 30.11.2023.

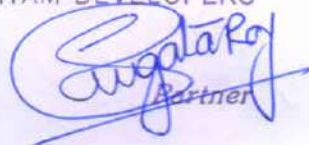
Therefore, the total land measuring about **23.30 decimal** (more or Less) of land area (L-1 to L-5), which is elaborately mentioned in the "SCHEDULE PROPERTY- PART - III".

AND WHEREAS the Promoter or Developer has merged as well as amalgamated the

- (1) "SCHEDULE PROPERTY - PART - I" admeasuring about more or less 6.5 Decimal,
- (2) "SCHEDULE PROPERTY - PART - II" admeasuring about more or less 9.3 Decimal,
- (3) "SCHEDULE PROPERTY - PART - III" admeasuring about more or less 23.3 decimal, is equal to the **total land measuring area more or less 39.1 decimal Bastu land** for the construction of a Residential cum Commercial Housing complex/building comprised of several flats and apartments as well as parking space etc. and the owner have approached the Developer, and the Developer agreed for the same, hereinafter called the "**SCHEDULE PROPERTY**".

1. AND WHEREAS, the Promoter or Developer has desired to develop the Schedule Property by construction of a Multi-storeyed Building Complex Compound up to a maximum limit of floors consisting of so many flats, parking spaces, shops, and amenities for residential features and provide many other daily needs to make the inhabitants in their modern lifestyle inside the said compound as a commercial aspect.
2. AND WHEREAS, the Authority of the Durgapur Municipal Corporation, Durgapur, has been issued the Permanent Certificate of Enlistment under section 141, West Bengal Municipal Corporation Act, 2006, in favour of Sri SOUGATA ROY, Sri SUJIT PANDEY, Sri GOUTAM MISHRA, Miss MANALI DUTTA, the Partners of "**SHYAM DEVELOPERS**", carrying on Real Estate business at Holding No. UCP/016, MEAV-54, Urvashi-Phase II, Bengal Ambuja, City Centre, PIN: 713216, District - Paschim Burdwan, West Bengal, India vide Certificate No.- 0917P17892434903 dated 10.10.2025.
3. AND WHEREAS the Chief Executive Officer, Asansol Durgapur Development Authority,

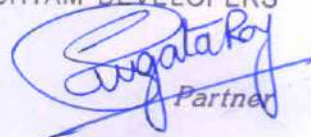
For SHYAM DEVELOPERS



has issued the Land Use Compatibility Certificate U/s. 46 of the West Bengal Town & Country (Planning & Development) Act, 1979 (N.O.C.) for the use of land/change of use of land from Agriculture to the Commercial Housing (Flats, Apartments, Housing Complexes) and development of the land measuring area about 1584.35 square meter of land area on this schedule below landed property as mentioned in the "SCHEDULE PROPERTY" in favour of the 1) Exclusive Nirman Private Limited, 2) Sri Debabrata Barui, 3) Sri Upen Chandra Barui & 4) Sri Bhupen Chandra Barui (previous land owners) vide Ref. No. ADDA/DGP/DP/2023/2253 dated 26.12.2023.

4. AND WHEREAS the Divisional Fire Officer, Fire Prevention Wing, West Bengal Fire & Emergency Service has issued Fire Safety recommendations for the proposed development site of the "SCHEDULE PROPERTY" in favour of the Promoter, as well as 1) Exclusive Nirman Private Limited, 2) Sri Debabrata Barui, 3) Sri Upen Chandra Barui & 4) Sri Bhupen Chandra Barui (previous land owners) vide Memo No. FSR/211862406300006329 dated 01.12.2024.
5. AND WHEREAS the Promoter, as well as 1) Exclusive Nirman Private Limited, 2) Sri Debabrata Barui, 3) Sri Upen Chandra Barui & 4) Sri Bhupen Chandra Barui (previous land owners) have received From IV for Certificate Clearance for Developers from the Divisional Forest Officer, Durgapur Division vide Clearance No. 38/CC/D/2018 dated 20.06.2018.
6. AND WHEREAS the Airports Authority of India (AAI) in pursuance of the responsibility conferred by and as per the provisions of the Government of India (Ministry of Civil Aviation) order GSR 751 (E) dated 30th Sep. 2015 for Safe and Regular Aircraft Operations has assessed the site data filled by the Promoter as well as 1) Exclusive Nirman Private Limited, 2) Sri Debabrata Barui, 3) Sri Upen Chandra Barui & 4) Sri Bhupen Chandra Barui (previous land owners) and Assessment for Height Clearance in respect of Site Address: Plot No. - LR-710, 691, 692, 693, 694, 711, 713, 717, 695, Khata No-LR-696, 4911, 4835, 6123, Thana-Cokeoven Mauza - Birbhanpur, District - Paschim Bardhaman, on the "SCHEDULE PROPERTY", has issued NO OBJECTION CERTIFICATE (NOC); vide NOC ID: DURG/EAST/B/092024/1237798 dated 20/09/2024.
7. AND WHEREAS the Government of West Bengal, the Office of the Competent Authority, ULC & S.D.O. Durgapur, Durgapur Sadar, Paschim Bardhaman, West Bengal, 713204, has issued NO OBJECTION CERTIFICATE (NOC); in favour of the Promoter as well as 1) Exclusive Nirman Private Limited, 2) Sri Debabrata Barui, 3) Sri Upen Chandra Barui & 4) Sri Bhupen Chandra Barui (previous land owners) in respect of Plot No. - LR-710, 691, 692, 693, 694, 711, 713, 717, 695, Khata No-LR-696, 4911, 4835, 6123, Thana-Cokeoven, Mauza - Birbhanpur, District - Paschim Bardhaman, on the "SCHEDULE PROPERTY"; subject to not appear to hold any land in excess of the ceiling limit under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 in respect of the above noted premises measuring an area of 1584.22 square meters, vide Memo. No. 7/ULC/Durgapur/2025 Dated: 18/02/2025.
8. AND WHEREAS the Promoter, as well as 1) Exclusive Nirman Private Limited, 2) Sri Debabrata Barui, 3) Sri Upen Chandra Barui & 4) Sri Bhupen Chandra Barui (previous land owners) has/have obtained NO OBJECTION CERTIFICATE (NOC) for the Power

For SHYAM DEVELOPERS


Partner

Supply at the development site at Plot No. - LR-710, 691, 692, 693, 694, 711, 713, 717, 695, Khatian No. - LR - 696, 4911, 4835, 6123, Thana- Cokeove,n Mauza - Birbhanpur, District - Paschim Bardhaman, on the "SCHEDULE PROPERTY"; from the Durgapur Project Limited (a Government of West Bengal Enterprise), Durgapur - 713201, vide Ref. No.: DPL/ED/CR&D/009 dated 02.04.2018.

9. AND WHEREAS the Promoter, as well as 1) Exclusive Nirman Private Limited, 2) Sri Debabrata Barui, 3) Sri Upen Chandra Barui & 4) Sri Bhupen Chandra Barui (previous land owners) has/have obtained official permission or Clarence Certificate for the supply of drinking water at the development site at Plot No. - LR-710, 691, 692, 693, 694, 711, 713, 717, 695, Khatian No. - LR - 696, 4911, 4835, 6123, Thana-Cokeoven Mauza - Birbhanpur, District - Paschim Bardhaman, on the "SCHEDULE PROPERTY"; from the Durgapur Municipal Corporation vide Ref. No. DMC/WS/40 dated 21.04.2025.
10. AND WHEREAS the Building/Development Plan has been sanctioned by the Commissioner, Durgapur Municipal Corporation vide Building/Development Site Plan vide Building Permit No. CB/330/18 dated 24/09/2025 for the erection of the building and issue of Building Permit under section 21 of West Bengal Municipal (Building) Rules 2007 (as amended) and it is valid for Residential Cum Commercial multi-storeyed complex/ building consisting of several flats and apartments as well as parking space etc. in favour of the Promoter, as well as 1) Exclusive Nirman Private Limited, 2) Sri Debabrata Barui, 3) Sri Upen Chandra Barui & 4) Sri Bhupen Chandra Barui (previous land owners)
11. AND WHEREAS the Promoter is the absolute and lawful owner and possessor of Plot No. - LR-710, 691, 692, 693, 694, 711, 713, 717, 695, Khata No-LR-696, 4911, 4835, 6123, Thana-Cokeoven, Mauza - Birbhanpur, District - Paschim Bardhaman, on the "SCHEDULE PROPERTY"; and the Partners of the Developer Firm have unanimously resolved that the project name will be "SHYAMSUNDAR HERITAGE" on the "SCHEDULE PROPERTY".
12. AND WHEREAS the Promoter or the Developer have constructed a complex named as "SHYAMSUNDAR HERITAGE" on the "SCHEDULE PROPERTY" premises consisting of Ground Floor for parking and First Floor to Sixth Floor for residential units, including common passage, staircase & Lift (elevator), pump and top floor with drinking water tank having amenities of drinking water & electric connections as per the approved Plan.
13. AND WHEREAS the Promoter has applied/registered the Project under the provisions of the Act with the REAL ESTATE REGULATORY AUTHORITY (RERA) in respect of the project name "SHYAMSUNDAR HERITAGE" Durgapur - 713201 at the "SCHEDULE PROPERTY" under Application/Registration No. dated
14. AND WHEREAS 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 the floor in [tower/block/building] no. ("Building") along with proportionate share of common parking, as permissible under the applicable law and of *pro rata* share in the common areas ("Common Areas") as defined under clause (n) of

For SHYAM DEVELOPERS


Ananta Roy
Partner

Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

A. Additional details;

(a). The Society or Association of the Apartment Owners will be formed among the residents of "SHYAMSUNDAR HERITAGE" on the "SCHEDULE PROPERTY".

(b). Since presently there is no water supply from the Durgapur Municipal Corporation, the water supply is being done through a tubewell; the allottee is fully aware of this fact, and this shall not be treated as a deficiency in services.

(c). Apartment or Society or Colony maintenance charges of Rs. per month for every proposed buyer shall be applicable after the completion certificate is obtained for the building, as decided by the promoter/Association of the Apartment Owners.

(d). Society security deposit Rs. 10,000/- for every proposed buyer shall be charged as a corpus money, once the maintenance of the building/colony is completely handed over to the Association of the Apartment Owners for all the phases of "SHYAMSUNDAR HERITAGE" on the "SCHEDULE PROPERTY".

(e). That in case, if Municipal water/or any other government agency water supply is provided, then actual expense incurred shall be shared equally by the residents of "SHYAMSUNDAR HERITAGE" on the "SCHEDULE PROPERTY" and shall be paid in advance collectively by all the residents of the said society."

(f). That if the allottee wishes to sell or transfer the said flat to any other third party before the registration of the said flat, the allottee will have to pay 5% of the collector value of the flat to the PROMOTER and take NOC from the PROMOTER before any such transfer.

(g). After possession of the FLAT, the allottee shall not disturb any of the internal and external walls, columns, beams, elevations etc. without prior written permission from the PROMOTER.

(h). 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;

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

C. 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] as specified in para G.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in para G.
- 1.2 The Total Price for the Apartment based on the carpet area is Rs. /- (Rupees only **excluding GST & Registration Charges**)

Block/Building/Tower No.	Rate of Apartment per square feet.
Apartment no. Type Floor	
Cost of Apartment	
Cost of exclusive balcony or veranda areas	-
Cost of exclusive open terrace areas	-
Proportionate cost of common areas	-
Preferential location charges	NIL
Taxes	-
Maintenance Charges	NIL
Society security deposit	Rs. 10,000/-
Total price (in rupees)	_____

*Provide a breakup of the amounts, such as the cost of the apartment, the cost of exclusive balcony or veranda areas, the cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable. [AND] [if/as applicable]

Covered parking charges are nil. Common, Covered and open parking have been provided as per the sanctioned plan approved by Town & Country Planning Department.

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 **does not** include Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or Value Added Tax, Service Tax, Stamps Duty, Registration Fees, Other legal expenses and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

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:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increases because of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on

- subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 10 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described 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 Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 *[Applicable in case of an apartment]* The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the **Completion certificate** is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have an undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall

hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority, as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with **Common** parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or be linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for the use and enjoyment of the Allottees of the Project.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. / (Rupees only) as part booking amount being part payment towards the Total Price of the Apartment at the time of application
- 1.12 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 [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:

For SHYAM DEVELOPERS


Partner

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate of **10%**.

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 written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**SHYAM DEVELOPERS**' payable at **Durgapur**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the 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, 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with the necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee

For SHYAM DEVELOPERS


Partner

against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Town & Country Planning and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter

from the allotment within 45 days from that date. The promoter shall inform the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of the Completion Certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of the Completion certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, or documentation on the part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per para 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. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 7.4 **Possession by the Allottee** - After obtaining the Completion certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].
- 7.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
- Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.
- 7.6 **Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being

developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

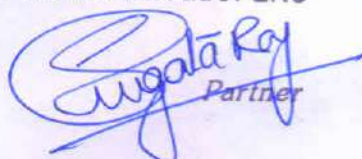
Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within fortyfive days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter, as well as 1) Exclusive Nirman Private Limited, 2) Sri Debabrata Barui, 3) Sri Upen Chandra Barui & 4) Sri Bhupen Chandra Barui (previous land owners) has an absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter, as well as 1) Exclusive Nirman Private Limited, 2) Sri Debabrata Barui, 3) Sri Upen Chandra Barui & 4) Sri Bhupen Chandra Barui (previous land owners) have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the 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;

For SHYAM DEVELOPERS


Sugata Ray
Partner

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor, and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (i) The Promoter fails to provide ready-to-move-in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - (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.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules, within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

9.3 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 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour 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. Provided that the promoter shall intimate the allottee about such termination at least thirty days before such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Completion certificate* and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of the occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges to the Promoter is made

For SHYAM DEVELOPERS

Sugata Roy
Partner

by the Allottee.

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

The Promoter shall be responsible for providing and maintaining essential services in the Project until the takeover of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered 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/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the "SHYAMSUNDAR HERITAGE" on the "SCHEDULE PROPERTY" 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 pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the

Apartment, 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 appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard / name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment 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.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damage arising out of breach of any of the previously mentioned conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are 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.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(is) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT (STATE OF WEST BENGAL):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the **WEST BENGAL APARTMENT OWNERSHIP ACT, 1972.**

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Additional District Sub-Registrar Durgapur, City Centre, Durgapur – 713216, District – Paschim Bardhaman, West Bengal as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Additional District Sub-Registrar Durgapur, for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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 Apartment and the Project shall equally apply to and enforceable against and by 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.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 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 [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. 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.

26. 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 the 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.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Durgapur after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar Durgapur, City Centre, Durgapur - 713216, District - Paschim Bardhaman, West Bengal. Hence, this Agreement shall be deemed to have been executed at Durgapur.

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

(1) Name of Allottee

Address of the Allottee

(2) Name of Prompter: SHYAM DEVELOPERS

Address of the Promoter: MEAV-54, Urvashi-Phase II, Bengal Ambuja, City Centre, PIN: - 713216, District - Paschim Burdwan, West Bengal, India.

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

For SHYAM DEVELOPERS

Sugata Roy
Partner

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder, including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

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

34. COMMON RESTRICTION:

- 34.1 The Allottee and/or Joint Allottee and/or occupiers shall, in any event, not use the allotted area as a warehouse or godown or storehouse and shall not store any inflammable or combustible articles/materials, such as bide skin, plastic, kerosene, foreign liquor, country spirit, etc., which may cause fire hazard to the said building.
- 34.2 None of the Allottee and/or Joint Allottee and/or shall demolish or permit to demolition of any of the structures in their allocated portion or any part thereof.
- 34.3 Subject to the Developer fulfilling its obligation and commitments as specified herein, the time, the Allottee and/or Joint Allottee and/or occupiers shall not do any act or thing whatsoever by which the Developer shall be prevented from construction and/or completion of the said building.

35. FORCE MAJEURE:

- 35.1 Force Majeure is herein defined as:
- a) Any cause that is beyond the control of the Developer.
 - b) Natural Phenomena, including but not limited to whether conditions of floods, droughts, earthquakes etc.
 - c) Accidents and disruption, including but not limited to fires, explosive or equipment and power shortages.
 - d) Transportation delay due to force majeure of accidents.
 - e) Pandemic or Epidemic or Lockdown (Govt. Notification or circular) etc.
- 35.2 The Developer and/or land owners shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developer and/or owner mutually agree to extend the time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and Land Owners.

36. JURISDICTION:

Durgapur Court, District Paschim Bardhaman, shall have the jurisdiction to entertain and try all actions, suits, and proceedings arising out of these presents between the parties hereto, including specific performance of the contract.

"SCHEDULE - A"**(LAND)**

The piece and parcel of *Bastu* Land situated at District - Paschim Bardhaman, A.D.S.R. & Sub-Division - Durgapur, P.S. - Coke-oven, Municipality - Durgapur Municipal Corporation, Ward No. - 42, PIN Code: 713201, Mouza - Birvhanpur, J.L. No. - 91, Land details as follows:-

"SCHEDULE PROPERTY, PART - I"

Plot No. - L.R - 695 (R.S. - 1157) & L.R - 717 (R.S. - 1157) and Khatian No. - L.R-6123, total measuring area **6.5 Decimal or 4 Katha.**

"SCHEDULE PROPERTY, PART - II"

Plot No. - L.R. - 713 (R.S. - 1144), L.R. - 711 (R.S. - 1159) & L.R. - 710 (R.S. - 1159, 1160) and Khatian No. - LR - 4835, total measuring area **9.3 Decimal or 5.64 Katha.**

"SCHEDULE PROPERTY, PART - III"

Plot No. - L.R - 691, L.R - 692, L.R - 710, L.R - 693, & L.R - 694, and Khatian No. - L.R-696 & L.R-4911, total measuring area **23.3 Decimal.**

"SCHEDULE PROPERTY"**PART I, II & III"**

Merged as well as amalgamated the said land

- (1) "SCHEDULE PROPERTY - PART - I" admeasuring about more or less **6.5 Decimal**;
- (2) "SCHEDULE PROPERTY - PART - II" admeasuring about more or less **9.3 Decimal**;
- (3) "SCHEDULE PROPERTY - PART - III" admeasuring about more or less **23.3 decimal**;

Total land measuring area, more or less = 39.1 decimal *Bastu* land.

and butted and bounded by:

North -

South -

East -

West -

SCHEDULE - "B"**PART - I****(SAID FLAT)**

All that the Unit being **Apartment / Flat Being No.**, **BLOCK - A, FLOOR -**, measuring **CARPET AREA -** SQ.FT. covered area sq. ft. , **Super-Built-Up area** sq. ft. be the same or a little more or less, **Type - Residential Flat, Floor Type**, as per the sanctioned Plan the said **Flat consisting of** Bed Room, Kitchen, Toilet, **Dining-cum Hall Room,** Balcony at **"SHYAMSUNDAR HERITAGE", Durgapur - 713201**, at the land as described in the SCHEDULE - "A" with proportionate undivided share of the land enjoyment at common areas, facilities and amenities (as described in the SCHEDULE - "D" hereunder) and General Specification of the Building (as described in the SCHEDULE - "E" hereunder) and Payment Plan (as described in the SCHEDULE - "C" hereunder) and Maintenance Charges should be bear by the flat owner(s) (as described in the SCHEDULE - "F" hereunder).

PART - II**(CAR PARKING SPACE)**

There is **135 Sq. Ft.** area in the **Ground Floor / Basement Floor** of the Schedule -A for the **Car Parking (Covered) area** provided in favour of the Purchaser by the Landowners and/or the Promoter.

SCHEDULE - "C"**PAYMENT PLAN**

State of Completion	Payment Terms
At the time of Agreement = Booking Amount	10%
After completion of the foundation and plinth	10%
After completion of 1st Roof Casting	10%
After completion of 2nd Roof Casting	10%
After completion of 3rd Roof Casting	10%
After completion of 4th Roof Casting	5%
After completion of 5th Roof Casting	5%
After completion of 6th Roof Casting	5%
After completion of 7th Roof Casting	5%
After completion of the inside Plaster	10%
After completion of the outside colour	10%

At the time of Registration & possession	10%
TOTAL	100%

GST or any TAX will be paid extra as per the government. rules if applicable.

PAYMENT SCHEDULE AT THE TIME OF REGISTRATION OF THIS DEED

SL NO.	DATE	PARTICULARS	AMOUNT (Rs.)
1		CHEQUE NO. - Bank - /-
		TOTAL=/-

SCHEDULE - "D"

(Common Areas & Installations and Common to the Co-owners)

1. Paths passages and driveways in the premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Promoter for use of any Co-owner.
2. Staircase, lobby and landings marble/granite/tiles of any description flooring having windows with standard section of aluminium or glass panes with stair cover on the ultimate roof.
3. Electric Substation with transformer, control panels and the accessories wirings and the space required therefore.
4. Electrical wiring and fittings and fixtures for common areas and installations including staircase, lobby and landings and operating the lift/elevator.
5. Electrical installations with main switch and meter and space required therefore.
6. Lift machines accessories and equipments (including lift machine rooms) lift well for installing the same.
7. Fire fighting equipment including water reservoir tank and pump.
8. Water pump with electric motor and sump pump with motor.
9. Equipment and accessories to augment municipal water supply.
10. Overhead water tank and underground water reservoir with distribution pipes from the overhead water tank connecting to different units, if any, and from the underground water reservoir and water filtration plant to the overhead water tank.
11. Water waste and sewage evacuation pipes, if any, from all or any of the unit to drains and sewers common to the building.
12. Drains and sewers from the building to the corporation drain.

13. Standby diesel generator set and space required therefore.
14. Security room and caretaker room in the ground floor of the building.
15. Entrances with gates to the said premises.
16. Boundary wall to the said premises.

SCHEDULE - E

General Specification of the Building

FOUNDATION: R.C.C. Column foundation and R.C.C. Framed structure based on individual columns from ground to top floor.

WALL: 8" thick brickwork for outside wall and 3" thick Brick work all inside walls.

PLASTERING: Sand Cement Mortar Plaster on inside and outside walls, ceiling etc.

DOORS: Standard Wood frame (100mm x 60mm) with 30mm thick wooden flush doors painted with 2 coats of primer with standard fittings and handle of ISI mark materials from standard company will be fitted with each bed room and drawing and dining room.

The PVC frame with Pella will be fitted with each kitchen and toilet.

WINDOWS: Anodized Aluminium frame with glass (sliding) along with square iron bar M.S. grill.

BEDROOM and DRAWING/DINING DETAILS:

Wall Finish: Smooth white putty with a coat of primer.

Floor Finish: Floor Tiles (2' x 2' = 4 sq. feet)

One white washbasin and one mirror of ISI quality will be fitted with drawing / dining room.

KITCHEN: Black stone over platform with a Black stone sink fitted with one Babcock point and 3'-0" height over oven platform also with white local glaze tiles finishing.

TOILET:

Wall Finish: 8" X 12" Designed Glazed tiles up to 6'6" level, smooth white putty with a coat of primer.

Floor Finish: Antiskid Tiles (size 12" X 12" or more)

Fittings: EWC with PVC Cistern, sanitary ware of ISI quality for water supply, hot & cold water mixing, system overhead shower, wash basin and mirror of standard fittings of ISI mark materials from standard company.

PLUMBING SANITATION: Standard ISI marks P.V.C. pipe to be used for outer and inner water connection as concealed works and P.V.C. Hedonist sanitary pipes and Fittings will be two taps, one shower, one flushing in each toilet (Gezer connection in any one toilet) with western or Indian pan; one basin at draining or drawing area; one sink at kitchen; one tap point at balcony will be provided. (branded company)

ELECTRIC: All wiring will be concealed up to and three lights points, one fan point, one TV

point, one plug point (one AC point at any room) in each bed room and one light and three plug points in kitchen and two lights, one basin light point, two fan, one TV point, two plug point in the area of Drawing-cum-dining room and one light point, one exhaust fan point in each Toilet (Gezer connection in any one toilet) will be provided.

PAINTING: Wall Putty will be provided on Inner sidewalls & ceiling of each flats and the weather coat finished to the outer walls of the full multistoried Building.

WATER SUPPLY: Water supply will be provided by Durgapur Municipal Corporation or any other authority to project reservoir to use pumps through overhead water tank(s). In case of installation of separate pipe line for drinking water supply from source of the authority concern to the schedule area of said project, the costs of the same are also to be borne by all flat owners and all the charges for the same will be paid proportionately.

COMMON FACILITIES: Septic Tank, Water Supply Arrangements, Path ways, Lift, Boundary wall, Roof, Transformer, meter space and other as stated hereinabove.

LIFT DETAILS: 6 Passengers 408 Kgs (1 set) semi-automatic lift with SS body.

ELECTRIC METER : Developer will provide Main Electric Meter in the multistoried building of the said schedule property. The individual flat owners will pay all charges including permission and installation of individual Electric Meter for his/her/their respective flat(s). In case of installation of Transformer, the costs of the same are also to be borne by all flat owners and all the charges for the same will be paid proportionately.

EXTRA WORK : Any extra work viz. difference costs of site mosaic, tiles or marble or paint and enable balcony grill, costs of collapsible gate and other works which has not mentioned in standard specification given in the third schedule hereinabove shall be treated as extra work. If any of the individual Flat(s) owner want to do work as extra work to beautification of his/her/their individual Flat(s), then cost of extra work as well as such amount will pay to the Developer before the execution of the extra work. The rates of extra work will be at per prevailing market price to be decided by the Developer. No outside work of the individual flat will be allowed for doing the said extra work(s).

SCHEDULE - F

REFERRED TO ABOVE SHOULD BE BEAR BY THE FLAT OWNER(S)

[Maintenance Charges]

- I. *Repairing, rebuilding, repainting, improving or other treatment of Boundary walls, Building/s, Security Room & etc.*
- II. *Repairing, rebuilding of Garden & Roads, Ground, Drainage, Sewerage, etc.*
- III. *Repairing of Lift, Generator, and community electric wiring.*
- IV. *Electrical equipment & fittings and if purchasing of new Lift, Generator, electrical equipment & fittings.*
- V. *Repairing, rebuilding of underground & overhead water tanks, pump, pipeline for water supply.*

For SHYAM DEVELOPERS

Suganya
Partner

- VI. *Electric charges for all common areas.*
- VII. *Salary and wages of staff of maintenance.*
- VIII. *B.L. & LRO. rent & Municipality Taxes, including Holding Taxes / Panchayat taxes for individual Flat / plot and all common parts of the schedule property.*

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both the hands of the Authorised Signatory of the Developers and the Allottee and/or Joint Allottee are attested in additional pages in this Deed being nos. 1(A) 1 page i.e. in total 1 number of pages, and these will be treated as a part of this deed.

IN WITNESS WHEREOF, parties hereinabove named have set their respective hands and signed this Agreement for Sale before the Additional District Sub Registrar's Office at Durgapur in the presence of attesting witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED: PROMOTER

For SHYAM DEVELOPERS

Sri SOUGATA ROY

Son of Sri Madhu Sudan Roy,
Resident of 18/2, Chandidas Avenue, B-Zone,
Durgapur, P.S. - Durgapur, District - Paschim
Bardhaman, PIN Code - 713205, West Bengal,
India

Sri SOUGATA ROY
Partner
SHYAM DEVELOPER

SIGNED AND DELIVERED BY THE WITHIN NAMED: ALLOTTEE (including joint buyers)

1. Name:

Father's Name: _____

Resident of
P.O., P.S. -
District - PIN Code -
....., West Bengal, India

2. Name:

Father's Name: _____

Resident of
P.O., P.S. -
District - PIN Code -
....., West Bengal, India

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Drafted & Printed at my office to peruse the Records & Documents & I read over & explained in Mother Languages to all parties to this deed and all of them admit that the same has been correctly written as per their instruction.

(JAYANTA SARKAR)**Advocate,**

District Court of Paschim Bardhaman & Durgapur Court.

Enrolment No. = WB/65/1992 of West Bengal Bar Council.

For SHYAM DEVELOPERS


Partner