



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL *The County* 97AA 834651

*Sudhra Basu*  
*T. 1/14*  
*Apccij*

FLAT SALE AGREEMENT

1. Date: 23.05.2016
2. Place: Kolkata
3. Parties:

3.1 M/S FAIRLAND DEVELOPMENT INDIA LIMITED, previously known as FAIRLAND DEVELOPMENT PRIVATE LIMITED, a limited company incorporated, under the provisions of Companies Act, 1956, having its registered office at 47, Park Street, Suite No- 9A, First Floor; Kolkata- 700 016, duly represented by its Constituted Attorney SOUMITA CONSTRUCTION PRIVATE LIMITED represented by its director, Mr. Amitabh Roy, son of Mr. Sunil Kumar Roy, working for gain at D-302, City Centre, DC Block, Salt lake City, Police Station- Bidhan Nagar, Kolkata 700 064 hereinafter called the OWNER/ VENDOR (which term or expression shall unless repugnant to the context be deemed to include successors-in-office, successors-in-interest and/or assigns) of the ONE PART.

(Owner, includes successors-in-interest and/or assigns)

SOUMITA CONSTRUCTION PVT. LTD.

*Amitabh*

Authorised Signatory

*Sudhra Basu* *Rakesh Basu*

3.2 M/S SOUMITA CONSTRUCTION PRIVATE LIMITED, a company incorporated within the meaning and under the Companies Act, 1956, having its registered office at 186, Rajarhat Road, Police Station- Airport, Kolkata 700157, duly represented by its Authorized Signatory Mr Anirban Ghosh of D302, D Block, Salt Lake City, Kolkata - 700 064, Police Station -Bidhan Nagar  
(Developer, includes successors-in-office successors-in-interest and/or assigns)

3.3 MS.SUBHRA BARUA, D/O Mr. Sallian Chandra Mondal, by faith-Hindu, by occupation-Service and MR. RAKESH BARUA, S/O Mr. Anandabrata Barua, by faith-Hindu, by occupation-Service, both residing at 31/1, Basudevpur Road, P.O. Sarsuna, Bakultala Market, Kolkata-700061, West Bengal

(Buyer, includes include his/ her/ their legal heirs/ Executors/ Administrators/ assigns).

Developer and Buyer collectively Parties and individually Party.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 Transfer of Said Flat And Appurtenances: Terms and conditions for transfer of:

4.1.1 Said Flat: Residential Flat No. 1H, on 1<sup>st</sup> floor Saleable area approximately 731 Sq. Ft. (Seven Hundred & Thirty One) square feet, described in Part I of the 2<sup>nd</sup> Schedule below (Said Flat), in the proposed Building earmarked as Tower-01 (Said Building) in Phase IA of project The County comprised in R.S./L.R. Dag Nos. 780, 782, 783, 785, 786, 787 and 790, recorded in L.R. Khatian No. 2698, Mouza Daulatpur, J.L.No. 79, Police Station Bishnupur, within the jurisdiction of Kulerdari Gram Panchayet, Additional District Sub-Registration Office Bishnupur, District South 24 Parganas, described in Part I of the 1<sup>st</sup> Schedule below (Said Premises).

4.1.2 Land Share: Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises as is attributable to the Said Flat (Land Share). The Land Share is/shall be derived by taking into consideration the proportion which the saleable area of the Said Flat bears to the total saleable area of the Said Building.

4.1.3 Parking Space: The right to park car/s in the covered space or in the open space in the ground level in as is where is basis, described in Part II of the 2<sup>nd</sup> Schedule below (Parking Space), if any.

4.1.4 Share In Common Portions: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Flat (Share In Common Portions), the said common areas, amenities and facilities being described in the 3<sup>rd</sup> Schedule below (collectively Common Portions). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the saleable area of the Said Flat bears to the total saleable area of the Said Building.

The Said Flat, the Land Share, the Parking Space (if any) and the Share In Common Portions collectively described in Part III of the 2<sup>nd</sup> Schedule below (collectively Said Flat And Appurtenances).

5. Background

5.1.1 Absolute Ownership: The Owners and the Developer have represented to the Buyer that by virtue of the events and in the circumstances described in Part II of the 1<sup>st</sup> Schedule below (Devolution Of Title), the Owners are became entitled to lawful and peaceful ownership and free and uninterrupted possession of the Said Premises, free from all encumbrances.

Subhra Barua

Rakesh Barua

SOUMITA CONSTRUCTION PRIVATE LTD

Anirban

Authorized Signatory


21. Execution and Delivery:

21.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

CONSTITUTED POWER OF ATTORNEY

  
\_\_\_\_\_  
(Owners/Constituted POA)

SOUMITA CONSTRUCTION PVT. LTD.

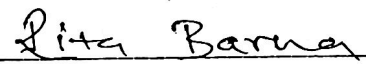
  
\_\_\_\_\_  
Authorised Signatory

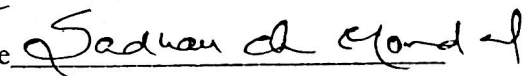
Messieurs Soumita Construction Private Limited  
(Developer)

  
\_\_\_\_\_  
[Buyer]

[Buyer]

Witnesses:

Signature  \_\_\_\_\_

Signature  \_\_\_\_\_

Name RITA BARUA

Name SADHAN CHANDRA MONDAL

Father's Name BIMAL KANTI BARUA Father's Name RATI KANTI MONDAL

Address 30/1/1A BASUDEVPUR Address 259/1 PARULAKA RD

ROAD KOLKATA-700061

KOLKATA-700061