



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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TC CHIRAG PARAKH
TS/4B

FLAT SALE AGREEMENT

1. Date: 26.03.2015
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)

For SOUMITA CONSTRUCTION PVT. LTD.

Amitabh Roy

Authorised Signatory

Chirag Parakh

3430 9/1/15

No. Date

Name

Address

Value

Vender

SAHIDUL HOQUE GAZI
Baruipur Civil & Criminal Court

H. SARDAR
Advocate
Baruipur Civil & Criminal Court

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- 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 D 302, DC Block, Salt Lake City, Police Station -Bidhan Nagar, Kolkata - 700 064.
(Developer, includes successors-in-office, successors-in-interest and/or assigns)

- 3.3 **Mr. Chirag Parekh**, S/O Mr. Shival Parekh, by faith- Hindu, by occupation- Business, residing at 51/5, Rabindra Sarani, Jaitindra Apartment, 2nd Floor, Liluah, Howrah-711204 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:

Said Flat: Residential **Flat No. 4B, on 4th floor** Saleable area approximately **950 Sq. Ft. (Nine Hundred & Fifty)** square feet, described in **Part I** of the **2nd Schedule** below (**Said Flat**), in the proposed Building earmarked as **Tower- 05 (Said Building)** in **Phase 1B** of project **The County** comprised in R.S./L.R. *Dag* Nos. 780, recorded in L.R. *Khatian* No. 2698, *Mouza* Daulatpur, J.L. No. 79 within the jurisdiction of *Kulerdari Gram Panchayet* and R.S./L.R. *Dag* Nos. 12 and 13, recorded in L.R. *Khatian* No. 3968, *Mouza* Bagi, J.L. No. 78, within the jurisdiction of *Purba Bishnupur Gram Panchayet*, Police Station- Bishnupur, Additional District Sub-Registration Office Bishnupur, District- South 24 Parganas, described in **Part I** of the **1st Schedule** below (**Said Premises**).

- 4.1.1 **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.
- 4.1.2 **Parking Space:** The right to park 01(One) car/s in the open/covered space in the ground floor and or in the open space in the ground level, described in **Part II** of the **2nd Schedule** below (**Parking Space**), if any.
- 4.1.3 **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 **3rd 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.

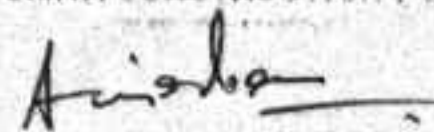
The Said Flat, the Land Share, the Parking Space (if any) and the Share In Common Portions collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

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 **1st 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.



For SOUMITA CONSTRUCTION PVT. LTD.



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- 5.1.2 **Intention of Development:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Building thereon and selling the flats and other covered and open spaces therein (Flats) to diverse prospective purchasers (Intending Buyers), the Owners have got a building plan sanctioned by the Kulerdari Gram Panchayat vide Building Permit No: 310/440/KMDA dated 10.02.2014, which includes all sanctioned/missible modifications made thereto, if any, from time to time) and appointed the Developer for the purpose of carrying out the development of the Said Premises and construction of the Said Building as per the Sanctioned Plans.
- 5.1.3 **Application and Allotment:** The Buyer has applied to the Developer for purchase of the Said Flat And Appurtenances and the Developer has allotted the same to the Buyer with conditions upon the Buyer for entering into this Agreement.
- 5.1.4 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyer and the allotment made by the Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Flat And Appurtenances by the Owners and the Developer to the Buyer.

6. Conditions Precedent

- 6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
- 6.1.1 **Financial and Other Capacity of Buyer:** The undertaking of the Buyer to the Owners and the Developer that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.2 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and the Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, the Sanctioned Plans, all the background papers described in the Devolution Of Title, the right of the Owners and the Developer to enter into this Agreement and the extent of the rights being granted in favour of the Buyer and the Buyer shall not raise any objection with regard thereto.
- 6.1.3 **Measurement:** The mutual agreement and acceptance by and between the Parties that the measurement of the Said Flat as mentioned in this Agreement is tentative and (1) the final measurement of the Said Flat will be done by the Developer on completion of its construction, (2) the covered area of the Said Flat shall be certified by the architect as may be appointed by the Developer from time to time (Architect), (3) covered area of the Said Flat will be 30% (Thirty percent) less than the saleable area and (4) neither of the Parties shall question and/or challenge the covered area certified by the Architect, at any time or under any circumstances. The Total Price (defined in Clause 8.1 below) shall increase or decrease on the basis of the final measurement done by the Developer.
- 6.1.4 **Parking Space Allotment:** The mutual agreement and acceptance by and between the Parties that (1) the Parking Space (if any has been agreed to be taken by the Buyer) shall be allotted to the Buyer after completion of construction of the Said Building but simultaneously with delivery of possession of the Said Flat, (2) if covered, the Parking Space shall be at the ground floor of the Said Building and if open, at any place at the ground level of the Said Premises, (3) the Parking Space can only be used for parking of a medium sized motor car/two wheeler/three wheeler/four wheeler of the Buyer and not for any other purposes and (4) the Buyer will have only right to park in the Parking Space.
- 6.1.5 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Owners and the Developer that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Owners and the Developer are entitled to deal with and dispose off all other portions of the Said Building to third parties at the sole discretion of the Owners and the Developer, to which the Buyer, under no circumstances, shall be entitled to raise any objection.

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For SOUMITA CONSTRUCTION PVT. LTD.
Signature
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- 6.1.6 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (Buyer's Covenants) and the covenants of the Owners and the Developer (Owners' and Developer's Covenants) as mentioned in Clause 10 and its Sub Clauses below shall perpetually run with the land, (2) the Buyer's Covenants and the Owners' and the Developer's Covenants (collectively Covenants) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Owners and the Developer's Covenants shall be strictly performed by the Buyer and the Owners and the Developer, respectively.
- 6.1.7 **Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the 3rd Schedule below, the said description is only indicative and is not intended to bind the Owners and the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify or improvise upon the Common Portions and the Buyer shall not have any claim, financial or otherwise, against the Owners and the Developer for such modification or improvisation.
- 6.1.8 **Addition/Alteration of Said Building/Said Premises:** The undertaking of the Buyer to the Owners and the Developer that notwithstanding anything contained in this Agreement, the Buyer has no objection and shall under no circumstances have any objection to the Owners and the Developer (1) integrating/adding (notionally or actually) adjacent/other lands and premises (collectively Other Property) to the Said Premises and the Said Building, (2) extending, modifying and realigning the extent, area, layout and location of the Said Building including the Common Portions thereof, (3) modifying the Sanctioned Plans (excluding the portion relating to the Said Flat), if necessary and (4) granting all forms of unfettered and perpetual proportionate right of ownership, use and easement over the Common Portions of the Said Building and the Said Premises to other intending buyers of Other Property (collectively Other Property Owners).

The Buyer further undertakes that in consideration of the Owners and the Developer agreeing to sell the Said Flat And Appurtenances to the Buyer, the Buyer has accepted the above conditions and/or shall be deemed to have accepted all the above conditions and shall be deemed to have granted to the Owners and the Developer, the Other Property Owners, if any and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions including roads and passages in the Said Premises, with right to connect the same to new roads and passages comprised in the Other Property integrated/added to the Said Premises/Said Building.

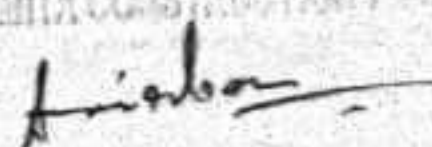
7. Commencement and Validity

- 7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.
- 7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat and Appurtenances is completed and possession thereof is delivered to the Buyer, unless terminated in the manner mentioned in this Agreement.

8. Total Price, Payment and Extras:

- 8.1 **Total Price:** The consideration for sale of the Said Flat, the Land Share and Share In Common Portions along with Floor rise charge & Preferential location charge, with Service tax is **Rs. 21,46,829/- (Rupees Twenty One Lakh Forty Six Thousand Eight Hundred & Twenty Nine only)** (collectively **Total Price**), which the Parties confirm and accept. The Total Price has been fixed by mutual consent and hence, it shall not be open to question by any Party **provided however** the Total Price shall vary proportionately in the manner mentioned in Clause 6.1.3 above and does not include the Extras (defined in Clause 8.4 below). The basis of calculation of the Total Price is as follows:

For SOUMITA CONSTRUCTION PVT. LTD.



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Details	Rate (Rs./ Sq ft)	Price	Service Tax @	Total Service Tax	Total Cost
BSP	1,800/-	₹17,10,000/-	3.09%	₹52,839/-	₹17,62,839/-
Floor Rise	20/-	₹19,000/-	12.36%	₹2,348/-	₹21,348/-
South facing	25/-	₹23,750/-	12.36%	₹2,936/-	₹26,686/-
Garden facing	25/-	₹23,750/-	12.36%	₹2,936/-	₹26,686/-
Car Park		₹3,00,000/-	3.09%	₹9,270/-	₹3,09,270/-
Total Price					₹21,46,829/-

- 8.2 **Payment of Total Price:** The Total Price shall be paid by the Buyer to the Developer in the manner mentioned in the chart below, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyer has paid the entirety of the Total Price and the Extras (defined in Clause 8.4 below).

On Application	60% of Flat Cost
Within 30 days of Application	Legal fees
On Commencement of Foundation	5% of the Flat Cost Plus 20% of PLC
On Commencement of Ground Floor Roof Casting	5% of the Flat Cost Plus 20% of PLC
On commencement of 2nd Floor Roof casting	5% of the Flat Cost Plus 10% of PLC
On commencement of 4th Floor Roof casting	5% of the Flat Cost Plus 10% of PLC
Within 30 days of 4th Floor Roof casting	50% of Club Membership & 50% of Car Park
On commencement of 7th Floor Roof casting	5% of the Flat Cost Plus 10% of PLC
On commencement of 9th Floor Slab	5% of the Flat Cost Plus 10% of PLC
On commencement of flooring	5% of the Flat Cost + 50% of Club Membership & 10% of PLC
Before Possession as & when demanded	100% Additional Charges
On Possession	5% of the Flat Cost & 10% of PLC

*** Service Tax As Applicable ***

- 8.3 **Notice for Payment:** On happening of each event mentioned in the chart above, the Developer shall give written notice to the Buyer (**Payment Notice**), quantifying the amount payable by the Buyer. Within 15 (fifteen) days of the date of the Payment Notice, the Buyer shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Buyer shall be deemed to be in default and the consequences mentioned in Clause 11.2 shall follow. The Buyer covenants that the Buyer shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyer about the obligation to make payment. Timely payment of the Total Price and the Extras (defined in Clause 8.4 below) shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favouring *Soumita Construction Pvt. Ltd.*

- 8.4 **Extras:** In addition to the Total Price, the Buyer shall also pay to the Developer, as and when demanded by the Developer, the following amounts (collectively Extras):

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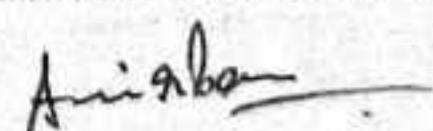
8.4.1 **Proportionately:** Proportionately, costs, expenses, deposits and charges for:

- (a) **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (save and except those described in the 3rd Schedule below) and improved Specifications of construction of the Said Building over and above the specifications described in the 4th Schedule below (Specifications).
- (b) **Formation of Association:** formation of a body of co-owners of the Said Building, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (Association).
- (c) **Generator:** stand-by power supply to Common Portions and the Said Flat from diesel generators @ ₹30/- (Rupees Thirty only) per sft with service tax as applicable, based on the requirement of the Buyer. In this regard it is clarified that (1) at the appropriate time, the Developer shall give notice of demand assessment to the Buyer, (2) within 7(seven) days of the date of the said notice of demand assessment, the Buyer shall intimate to the Developer the stand-by power supply requirement of the Buyer [in multiples of 0.5 (zero point five) KVA] and (3) subject to feasibility, the Developer shall allot the required stand-by power supply to the Buyer, upon the Buyer making payment for the same together with the payment for Common Portions.
- (d) **Betterment Fees:** betterment and development fees and levies that may be charged/imposed by any government authorities or statutory bodies on the Said Premises or the Said Flat and Appurtenances or its transfer in terms hereof.
- (e) **Taxes:** Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other statutory authority or body on the Developer, from time to time.
- (f) **Electricity:** expenses incurred towards obtaining and providing electricity supply and meter, including, those on account of and/or for transformer and electrical sub-station, if any, HT/LT line supply, supply cables, switch gears, etc @ ₹30/-(Rupees Thirty only) per sft with service tax as applicable.
- (g) **Water Filtration Plant:** expenses towards installation and maintenance of Water Filtration plant.
- (h) **Club Membership fee:** One time Fees for Club Membership o ₹ 1,00,000/-(One Lakh only) along with applicable service tax has to be deposited as per the schedule 8.2.

8.4.2 **Wholly:** Wholly, costs, expenses, deposits and charges towards:

- (a) **Electricity Meter:** security deposit and all other billed charges of the supply agency for providing electricity meter/sub-meter to the Said Flat, at actual.
- (b) **Legal Fees, Stamp Duty and Registration Costs:** Legal Fees(to be paid at the time of signing the agreement & registration separately), stamp duty, registration fees, extra miscellaneous expenses for registration, and all other fees and charges, if any, shall be borne by the Buyer and paid to the Developer as and when notified.
- (c) **Upgradation:** increased costs due to any up-gradation of the Specifications described in the 4th Schedule below. In this regard it is clarified that (1) the Buyer can seek specific up-gradation or change of internal layout of the Said Flat only once (2) the Developer shall have absolute discretion in agreeing to such up-gradation or change of internal layout of the Said Flat (3) written instruction for

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specific up-gradation or change of internal layout of the Said Flat shall have to be given by the Buyer to the Developer (4) if acceptable, the Developer shall signify consent to the proposed specific up-gradation or change of internal layout of the Said Flat and give a total cost estimate for the same, and (5) within 7 (seven) days of the said consent and cost estimate, the Buyer shall have to pay the estimated cost, failing which the instruction for up-gradation or change of layout of the Said Flat shall be deemed to have been perpetually withdrawn, waived and abandoned by the Buyer.

- (d) **Advance Common Expenses/Maintenance Charges:** interest free advance for proportionate share of the common expenses/maintenance charges described in the 5th Schedule below (**Common Expenses/Maintenance Charges**) @ Rs.5/- (Rupees five) plus Service Tax per square feet per month, for 6(Six) months, from the Date Of Possession (defined in Clause 9.6.2 below) (**Advance Common Expenses/Maintenance Charges**). The Advance Common Expenses/Maintenance Charges shall (1) be utilized for meeting the Common Expenses/Maintenance Charges for the said limited period of 6 (six) months only(2) be a fixed payment after paying which the Buyer shall have no further obligation to pay any other amount towards Common Expenses/Maintenance Charges for the said period of 6 (six) months (3) be utilized by the Developer to meet all expenses towards Common Expenses/Maintenance Charges, without obligation of any accounting and (4) be handed over by the Developer to the Association, if the Association becomes operational before expiry of the said period of 6 (Six) months **provided however** the Developer shall handover only the balance remaining of the Common Expenses/Maintenance Charges to the Association.
- (e) **Common Expenses/Maintenance Deposit:** interest free deposit for six months as security for payment of Common Expenses/Maintenance Charges, a sum of Rs. 28,500/- (Rupees Twenty Eight Thousand & Fifty only) and applicable service tax (**Common Expenses/Maintenance Deposit**).
- (f) **Increase in Total Price:** any increase in the Total Price due to increase in measurement of the Said Flat, at the rate at which the Total Price has been computed. However, the basic price per sq ft will remain the same.

9. Construction and Completion of Sale

- 9.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the Architect, as per the Specifications described in the 4th Schedule below.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality and workmanship shall be final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.
- 9.3 **No Hindrance:** The Buyer shall not do any act, deed or thing whereby construction of the Said Flat And Appurtenances and/or the Said Building is in any way hindered or impeded.
- 9.4 **Basic Duty of Buyer:** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not, in any way, commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date:** Construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding], shall be done by the Developer within 42 months from the date of commencement of the project, provided

For SOUMITA CONSTRUCTION PVT. LTD.

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however the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 15.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment and (2) any other reasonable cause (for what is a reasonable cause, the decision of the Architect shall be final and conclusive) whereby the Developer is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyer be entitled to claim any amount from the Developer on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period.

- 9.6 **Possession of Said Flat and Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:
- 9.6.1 **All Payments Before Possession:** Before receiving possession of the Said Flat And Appurtenances, the Buyer shall pay to the Developer all amounts due and payable towards the Total Price and Extras and the Buyer shall not claim possession of the Said Flat And Appurtenances till the Total Price and Extras are paid in full.
- 9.6.2 **Possession Notice and Date Of Possession:** Immediately after constructing, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer shall serve a notice on the Buyer (**Possession Notice**) calling upon the Buyer to take possession. Within 15 (fifteen) days from the date of the Possession Notice, the Buyer shall be bound to take over physical possession of the Said Flat and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer under this Agreement, failing which it shall be deemed that the Buyer has taken possession on the 15th day of the date of the Possession Notice (date of actual or deemed possession, **Date Of Possession**).
- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Buyer and the Said Flat shall be deemed to have been completed in all respect if the same is made fit for habitation [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding].
- 9.6.4 **Complete Satisfaction on Possession:** On the Date of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the measurement of the Said Flat.
- 9.6.5 **Commencement of Outgoings:** From the quarter of Date of Possession, all outgoings in respect of the Said Flat And Appurtenances, including Municipal tax, surcharge, land revenue, levies, cess, etc. (collectively **Rates & Taxes**) and Common Expenses/Maintenance Charges as be tentatively decided by the Developer, shall become payable by the Buyer. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.
- 9.7 **Developer's Obligations:** Subject to the Buyer making payment of the Total Price and the Extras in the manner stipulated in this Agreement, the Developer hereby agrees:
- 9.7.1 **Construction and Transfer of Said Flat And Appurtenances:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable and transfer the Said Flat And Appurtenances to the Buyer.
- 9.7.2 **Construction According to Specifications:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable, in accordance with the Sanctioned Plans and Specifications, reasonable variations excepted.
- 9.7.3 **Arrangement for Utilities for Construction Work:** to make own arrangement for water and electricity required for construction.

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For SOUMITA CONSTRUCTION PVT. LTD.

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- 9.8 **Completion of Sale:** The sale of the Said Flat And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyer provided the Buyer tenders in time all amounts required for the same as mentioned in Clause 8.4.2 (b) above to the Legal Advisor of the developer who shall draft the standard conveyance and only such standard conveyance shall be used. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date of Possession, failing which physical possession of the Said Flat And Appurtenances shall not be delivered to the Buyer (although it shall be deemed that the Buyer is in possession and liable for all Rates & Taxes and Common Expenses/Maintenance Charges, from the Date Of Possession) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer.
- 9.9 **Management of Common Portions:** The Association (upon formation) shall maintain and manage all Common Portions of the Said Building/s. In this regard, it is clarified that (1) the Association shall operate, manage and render specified day to day services with regard to the Common Portion (2) the Association shall levy and collect the Common Expenses/Maintenance Charges (3) the Buyer shall be bound to pay the Common Expenses/Maintenance Charges to the Association (4) the Association will not be required to render any accounts to the Buyer and (5) the ownership of the Common Portions (subject to the terms of this Agreement) shall vest in all the co-owners of the Said Building through the Association. The Developer will maintain and manage all Common Portion of the Said Building/s as stated in this paragraph until the Association is formed.
10. **Covenants**
- 10.1 **Buyer's Covenants:** The Buyer covenants with the Owners and the Developer [which expression includes the Association in all Sub Clauses of Clause 10 except Sub Clause Nos. 10.1.7, 10.1.10 (I) and 10.1.11] and admits and accepts that:
- 10.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Building to the extent already constructed and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Building **save and except** the Said Flat And Appurtenances.
- 10.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Flat And Appurtenances, from the Date of Possession and until the Said Flat And Appurtenances is separately assessed in the name of the Buyer), on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof and (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Developer or the Association (upon formation). If the Buyer delays in paying the Rates & Taxes, the Buyer shall pay compound interest @ 2% (two percent) per month or part thereof (compoundable monthly), from the date of default till the date of payment.
- 10.1.3 **Buyer to Pay for Common Expenses/Maintenance Charges:** Subject to the provisions of Clause 8.4.2 (d) above, the Buyer shall pay the Common Expenses/ Maintenance Charges, on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/ Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer or the Association (upon formation).
- 10.1.4 **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Developer or Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay compound interest @

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2% (two percent) per month or part thereof (compoundable monthly), from the date of default till the date of payment, to the Developer or the Association (upon formation). The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services to the Buyer shall be discontinued and the Buyer shall be disallowed from using the Common Portions, till all dues are paid and cleared in full.

- 10.1.5 **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Developer provided however if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
- 10.1.6 **No Obstruction by Buyer to Further Construction:** The Developer shall be entitled to construct further floors on and above the top roof of the Said Building and further buildings in the Said Premises and the Buyer shall not obstruct or object to the same. The Buyer also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
- 10.1.7 **No Rights of or Obstruction by Buyer:** All open areas in the Said Premises proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
- 10.1.8 **Variable Nature of Land Share and Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building (2) if the area of the Said Building is increased/recomputed by the Developer, the Buyer shall not question any variation (including diminution) of the Land Share and the Share In Common Portions (3) the Buyer shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.
- 10.1.9 **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other Intending Buyers of Flats in the Said Building shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/Maintenance Deposit paid by the Buyer (after adjustment of all amounts then remaining due and payable) shall be transferred by the Developer to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer. The Association shall look after the maintenance of the Common Portions of the Said Building and the Said Premises.
- 10.1.10 **Obligations of the Buyer:** On and from the Date Of Possession, the Buyer shall:
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building and the Said Premises by the Association.
 - (b) **Observing Rules:** observe the rules framed from time to time by the Developer/Association for the beneficial common enjoyment of the Said Building and the Said Premises.
 - (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances wholly and the Common Portions proportionately.

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- (d) **Meter and Cabling:** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Intending Buyers. The main electric meter shall be installed only at the common meter space in the Said Premises. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Premises and outside walls of the Said Building save in the manner indicated by the Developer or the Association (upon formation).
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummery, hotel, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of the Developer or the Association (upon formation). In the event the Buyer makes the said alterations/changes, the Buyer shall compensate the Developer or the Association (upon formation) (as the case may be) as estimated by the Developer or the Association (upon formation).
- (g) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions of the Said Building.
- (h) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the name of the Said Building from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- (k) **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/Association:** not obstruct the Developer or the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said Building and selling and granting rights to any person on any part of the Said Building/Said Premises (excepting the Said Flat And Appurtenances).
- (m) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer or the Association (upon formation) for the use of the Common Portions.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish, or other refuse in the Common Portions save at the places indicated therefore.
- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any or the Common Portions.

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- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Building save at the place or places provided therefore **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (s) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (w) **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

10.1.11 **Notification Regarding Letting:** If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify the Developer or the Association (upon formation) of the tenant's/transferee's address and telephone number.

10.1.12 **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all co-owners of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room as well as fire evacuation area shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong exclusively to the Developer with right of exclusive transfer and the Buyer specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Buyer specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all co-owners of the Said Building.

10.2 **Developer's Covenants:** The Developer covenants with the Buyer and admits and accepts that:

10.2.1 **Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Owners and the Developer by executing conveyance in favour of the Buyer.

10.2.2 **No Creation of Encumbrance:** The Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Buyer in respect of the Said Flat And Appurtenances, subject to the Buyer fulfilling all terms, conditions and obligations of this Agreement.

10.2.3 **Documentation for Loan:** The Developer shall provide to the Buyer all available documents so that the Buyer may get loan from Banks and/or Financial Institutions.

11. Termination and its Effect

11.1 **Cancellation by Buyer:** The Buyer shall have the right to terminate this Agreement at any time and if the Buyer does so, the Developer shall refund to the Buyer all payments received till that date, without any interest, after deducting 10% (ten percent) of the Total Price.

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- 11.2 **Breach of Buyer's Covenants:** In the event the Buyer (1) fails to make payment of the Total Price and the Extras, or (2) fails to perform the obligations on the part of the Buyer to be performed in terms of this Agreement or (3) neglects to perform any of the Buyer's Covenants, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date, without any interest, after deducting 10% (ten percent) of the Total Price. Payments made by the Buyer for up-gradation shall be non-refundable. In the event the Developer condones the delay of any payment due under this Agreement, the Buyer shall be liable to pay interest @ 12% (twelve percent) per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Developer and the Buyer shall not be entitled to claim the same as a matter of right.
- 11.3 **Breach of Developer's Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event the Developer fails and/or neglects to perform any of the Developer's Covenants, this Agreement shall, at the option of the Buyer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date, with interest @ then prevailing SBI rate of savings account interest per annum, from the date of payment to the date of refund.
- 11.4 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1, 11.2 and 11.3 above, the Buyer shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Building and/or the Said Premises or part or portion thereof and the Buyer shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.
12. **Taxes**
- 12.1 **Obligation Regarding Taxes:** In the event of the Developer being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Developer is advised by its consultant that the Developer is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Developer's consultant shall be paid by the Buyer at or before the Date of Possession.
13. **Defects**
- 13.1 **Decision of Architect Final:** If any work in the Said Flat And Appurtenances is claimed to be defective by the Buyer, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Developer shall at its own costs remove the defects. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer does so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences shall follow.
14. **Association and Rules**
- 14.1 **Rules of Use:** The Said Flat And Appurtenances shall be held by the Buyer subject to such rules and regulations as may be made applicable by the Developer or the Association (upon formation) from time to time.

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14.2 **Restrictions:** The Buyer agrees that the Buyer shall use the Said Flat And Appurtenances subject to all restrictions as may be imposed by the Developer or the Association (upon formation) provided however such restrictions are for the general good of the other co-owners of the Said Building.

15. Force Majeure

15.1 **Circumstances Of Force Majeure:** The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, transporters, workers and employees, (10) delay in receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances of Force Majeure**).

15.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances of Force Majeure.

16. Miscellaneous

16.1 **Indian Law:** This Agreement shall be subject to Indian Laws.

16.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

16.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.

16.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

16.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.

16.6 **Right of Possession:** The right of possession of the Buyer in respect of the Said Flat And Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.

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16.7 **Nomination by Buyer with Consent:** The Buyer admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement **subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:**

- (a) The Buyer shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination.
- (b) The Buyer shall obtain prior permission of the Developer and the Buyer and the nominee shall be bound to enter into a tripartite agreement with the Developer.
- (c) The Buyer shall pay the sum calculated @ Rs.40/-/- (Rupees Forty) per square feet as and by way of nomination fees to the Developer.

The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement save in the manner indicated above.

16.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supersede any document contemporaneously entered into between the Parties.

16.9 **Counterparts:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer and another by the Developer.

16.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

16.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

16.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.

16.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

17. Notice

17.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

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18. Alternative Dispute Resolution

- 18.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 18.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:
- 18.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated by Saha & Ray, Advocates.
- 18.1.2 **Place:** The place of arbitration shall be Kolkata only.
- 18.1.3 **Language:** The language of the arbitration shall be English.
- 18.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
- 18.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Building/Said Premises without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

19. Jurisdiction

- 19.1 **District Court and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, South 24 Parganas and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

20. Rules of Interpretation

- 20.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.
- 20.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.
- 20.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 20.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 20.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 20.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 20.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

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1st Schedule
Part I
(Said Premises)

Land admeasuring 1.52 Acres i.e. (0.36 Acres in R.S./L.R. Dag Nos. 780, recorded in L.R. Khatian No. 2698, Mouza Daulatpur, J.L. No. 79 within the jurisdiction of Kulerdari Gram Panchayet and 1.16 Acres in R.S./L.R. Dag Nos. 12 and 13, recorded in L.R. Khatian No. 3968, Mouza Bagi, J.L. No. 78, within the jurisdiction of Purba Bishnupur Gram Panchayet, Police Station- Bishnupur, Additional District Sub-Registration Office Bishnupur, District- South 24 Parganas.

Part II
(Devolution Of Title)

The Owner namely Fairland Development (India) Limited having its registered office at 47, Park Street, Suit No. 9A, Kolkata-700016, Police Station- Park Street is the sole and absolute owner of the Said Property in the following manner.

2nd Schedule
Part I
(Said Flat)

Flat No. 4B, on 4th floor Saleable area approximately **950 Sq. Ft.** (Nine Hundred & Fifty) square feet comprised in the proposed building named **Tower -05 (Said Building)** in **Phase 1B** of project **The County** comprised in R.S./L.R. Dag Nos. 780, recorded in L.R. Khatian No. 2698, Mouza Daulatpur, J.L. No. 79 within the jurisdiction of Kulerdari Gram Panchayet and R.S./L.R. Dag Nos. 12 and 13, recorded in L.R. Khatian No. 3968, Mouza Bagi, J.L. No. 78, within the jurisdiction of Purba Bishnupur Gram Panchayet, Police Station- Bishnupur, Additional District Sub-Registration Office Bishnupur, District- South 24 Parganas.

Part II
(Parking Space)

The right to park 1 (One) car in the covered space in the ground floor in the ground level.

Part III
(Said Flat And Appurtenances)
[Subject Matter of Agreement]

The Said Flat, being the flat described in Part-I of the 2nd Schedule above.

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised Said Premises described in Part I of the 1st Schedule above, as is attributable to the Said Flat.

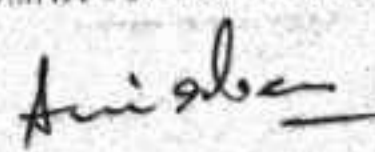
The right to park in the Parking Space, being the car parking space/s described in Part II of the 2nd Schedule above, if any.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the 3rd Schedule below, as is attributable to the Said Flat.

3rd Schedule
(Common Portions)

- Lobbies on all floors and staircase of the Said Building.
- Lift machine room and lift well of the Said Building.
- Water supply system including pumps, reservoirs/tanks of the Said Building.

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- Water supply pipeline in the Said Building (save those inside any Flat or attributable thereto).
- Drainage and sewage pipeline in the Said Building (save those inside any Flat or attributable thereto).
- Wiring, fittings and accessories for lighting of lobbies, staircase and other Common Portions of the Said Building.
- Electricity meters and space for their installation.
- Elevators and allied machinery in the Said Building.
- Fire fighting system in the Said Building as directed by the Director of West Bengal Fire Services.
- Total work of Cable TV in the Said Building.
- Common Roof above the top floor of the Said Building.

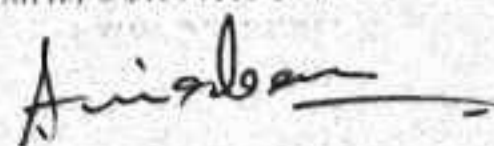
**4th Schedule
(Specifications)**

Structure	:	RCC framed construction with infill brick walls.
Internal Walls	:	Cement plastering overlaid with smooth, impervious plaster of paris.
Doors	:	Main Door: Teak finished flush door with key hole Inside door: Flush Door with primer
Windows	:	Anodized Aluminum Sliding with glass.
Flooring	:	Vitrified Tiles
Kitchen Floor	:	Vitrified Tiles
Counter Tops	:	Granite with steel sink
Dados	:	Ceramic tiles up to a height of two feet from the counter top.
Toilet Floor	:	Anti skid Vitrified tiles
Dados	:	Ceramic tiles dado upto 6 ft.
Sanitary ware	:	White, high quality porcelain fittings. Chromium plated fittings.
Electricals	:	Quality concealed copper wiring with latest Switches.
Telephone Wiring	:	Central distribution console, networked with all Flats.
Exterior	:	Latest weatherproof exterior finish of the highest quality.

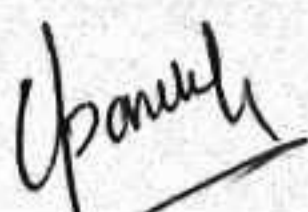
**5th Schedule
(Common Expenses/Maintenance Charges)**

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Building.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Flat) walls of the Said Building].
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.


For SOUMITA CONSTRUCTION PVE. LTD.



Authorised Signatory



7. **Rates and Taxes:** RGM Tax, surcharge, Water Tax and other levies in respect of the Said Building save those separately assessed on the Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.
21. **Execution and Delivery:**
- 21.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.


 M/S Fairland Development India Ltd.
 (Owner)

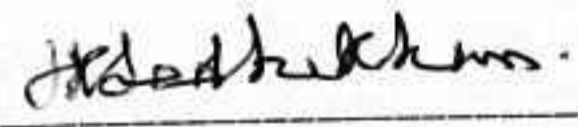
For SOUMITA CONSTRUCTION PVT. LTD.

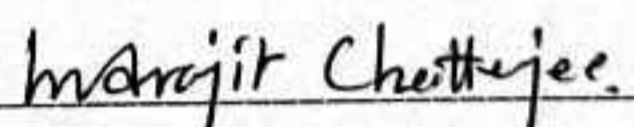
 Authorised Signatory

Messieurs Soumita Construction Private Limited
 (Developer)


 [Buyer]
 (CHIRAG PAREKH)

Witnesses:

Signature 
 Name HEMANTA KUMAR SADHUKHAN

Signature 
 Name INDRAJIT CHATTERJEE

Father's Name LATE. K. C. SADHUKHAN Father's Name MR. ANANDA KUMAR CHATTERJEE

Address CHAMPATALA, KHARKEE 4/4/1 Address 34 SOUTH BUXARAH 1ST BYE LANE

CHENISURAH, HOOGHLY, WB
 PM - 712101.

P.O. - D.S. LANE, HOWRAH (WB)
 PIN CODE - 711109