

account of PURCHASER(S). Each PURCHASER(S) also be required to pay to SIMOCO SYSTEMS documentation charges @ 1 (One) per cent plus Service Tax (as applicable) of total consideration of the Flat / Unit and Parking(s) before taking possession of Flat / Unit the PURCHASER(S) will be required to pay stamp duty, registration charges and other related charges as may be levied by the Government from time to time for registration of Deed of Transfer of their respective Flats.

- B.c. The PURCHASER(S) acknowledges and accepts that the building construction is being developed in phases and the PURCHASER(S) shall not raise objection and impediment. The PURCHASER(S) accepts the common area infrastructure and facilities development may not be complete and / or operational as on the date of possession of the Flat / Unit.

#### ARTICLE 9

##### FEMA

9. THAT the PURCHASER(S), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA), and / or all applicable provisions notified by the Government from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. PURCHASER(S) shall furnish the required declaration to SIMOCO SYSTEMS on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall, however, be made in Indian Rupees.

#### ARTICLE 10

##### BREACH

10. THAT should the PURCHASER(S) fail to perform or observe all or any of the stipulation(s) contained herein, SIMOCO SYSTEMS shall have the right to cancel the Allotment and the Earnest Money with the accrued interest or delayed payment and / or any other charge due from the Purchaser(s), if any, shall be retained by SIMOCO SYSTEMS.

#### ARTICLE 11

##### APPLICABLE LAW AND JURISDICTION

- a) This Agreement shall be construed and the legal relation between the parties shall be determined and governed as per the laws of India.
- b) That all disputes / issues arising out of and / or concerning this transaction will be subject to the exclusive jurisdiction of the Courts at Kolkata.



Signil Seal  
22-6-2015