

- 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. Shambhu Kumar Kedia**, S/O Late Chhaju Ram Kedia, by faith- Hindu, by occupation-Professional, residing at FD- 339, Saltlake City, Sector-III, 2nd Floor, Kolkata-700106, 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 Single Unit Comprising of **Flat No. 1J,1K,1L, on 1st floor** Saleable area approximately **2850 Sq. Ft. (Two Thousand Eight Hundred & Fifty)** square feet, described in **Part I** of the **2nd Schedule** below (**Said Flat**), in the proposed Building earmarked as **Tower- 04 (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**).

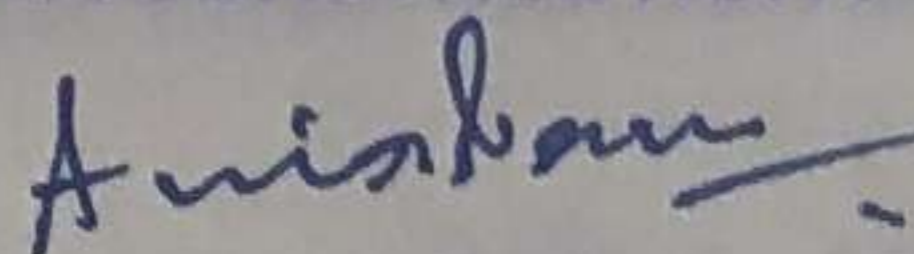
- 4.1.1 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises as is attributable to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the saleable area of the Said Flat bears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

SOUMITA CONSTRUCTION PVT. LTD.


Anirban
Authorised Signatory

