



पश्चिम बंगाल WEST BENGAL

80AA 332578

AGREEMENT

1. Date : 21/08/2014
2. Place : Kolkata
3. Parties :
 - 3.1 Sri Asit Kumar Paul, son of Late Dinesh Chandra Pal, residing at Pal Para, Rekjuani, P.O. + P.S. – Rajarhat, Kolkata – 700 135.
 - 3.2 Sri Sankar Kumar Pal, son of Late Dinesh Chandra Pal, residing at Pal Para, Recjuani, P.O. + P.S. – Rajarhat, Kolkata – 700 135.
 - 3.3 Smt. Radha Rani Bose, wife of Sri Prakash Ranjan Bose, residing at Vill: Naipukur, P.O. + P.S. – Rajarhat, Kolkata – 700 135.
 - 3.4 Smt. Shyamali Paul, wife of Late Mahamaya Paul, residing at Pal Para, Rekjuani, P.O. + P.S. – Rajarhat, Kolkata – 700 135.

For SOUMITA PROJECTS PVT. LTD. (KABYA)

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- 3.5 Smt. Chaitali Pal, wife of Sri Tapan Kumar Paul, residing at Michael Nagar, New Barracpore, P.S.- Madhyamgram, Kolkata 700 157.
- 3.6 Sri Amar Paul, son of Late Krishna Chandra Paul, residing at Pal Para, Reckjuani, P.O. + P.S. – Rajarhat, Kolkata – 700 135.
- 3.7 Smt. Jhunu Pal, wife of Late Gopinath Pal, residing at Pal Para, Reckjuani, P.O. + P.S. – Rajarhat, Kolkata – 700 135.
- 3.8 Chhandosree Pal, daughter of Late Gopinath Pal, residing at Pal Para, Reckjuani, P.O. + P.S. – Rajarhat, Kolkata – 700 135.

(collectively Owners, include successors-in-interest) duly represented by their Constituted Attorney SOUMITA PROJECTS PRIVATE LIMITED represented by its director, **Mr. Amitabh Roy**, son of Mr. Sunil Kumar Roy, of Premises No.- 3-A, P-35, Motijheel Avenue, Kolkata - 700 074, hereinafter called the **OWNERS/ VENDOR** (which term or expression shall unless repugnant to the context be deemed to include his/ her/ their legal heirs/ Executors/ Administrators/ assigns) of the ONE PART.

- 3.9 **Mr. Biswanath Roychowdhury**, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas,
- 3.10 **Mr. Muktinath Roychowdhury**, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas,
- 3.11 **Mr. Dilip K. Roychowdhury**, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas,
- 3.12 **Mr. Pradip Roychowdhury**, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas,
- 3.13 **Mr. Malay Roychowdhury**, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas,
- 3.14 **Mr. Kishore Roychowdhury**, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas,
- 3.15 **Mrs. Shikha Barman Roy**, wife of Late Ajoy Barman Roy, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas.
- 3.16 **Mr. Utpal Kumar Pal** son of Sri Hajarilal Pal, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas.
- 3.17 **Mr. Shovan Bhattacharjee** son of Late Shyamal Bhattacharya, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas.
- 3.18 **Mr. Netai Chandra Das** son of Late Panchu Gopal Das, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas.
- 3.19 **Mr. Pijush Pal** son of Late Mahadeb Pal, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas.
- 3.20 **Mrs. Manjushree Pal** wife of Late Mahadeb Pal, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas.
- 3.21 **Mr. Pappu Pal** son of Late Mahadeb Pal, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas.
- 3.22 **Mr. Paritosh Pal** son of Late Mahadeb Pal, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, Kolkata – 700 135, District - North 24 Parganas.

For SOUMITA PROJECTS PVT. LTD. (KASBYA)

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(collectively Owners, include successors-in-interest) duly represented by their Constituted Attorney namely, **Mr. Amitabh Roy**, son of Mr. Sunil Kumar Roy, of Premises No.- 3-A, P-35, Motijheel Avenue, Kolkata - 700 074, hereinafter called the **CONFIRMING PARTIES- I** (which term or expression shall unless repugnant to the context be deemed to include his/ her/ their legal heirs/ Executors/ Administrators/ assigns) of the SECOND PART.

And

- 3.23 **SOUMITA PROJECTS PRIVATE LIMITED**, a company incorporated within the meaning of the Companies Act, 1956 and having its registered office at D-302, City Centre, DC Block, Salt Lake City, Kolkata - 700064, Police Station - Bidhan Nagar, represented by its Authorized Signatory **Ms. Sanchita Roychowdhury**, daughter of Mr. Sushil Das, of D-302, DC Block, Salt Lake City, Kolkata - 700064, Police Station - Bidhan Nagar, hereinafter called the **DEVELOPER/CONFIRMING PARTY- II** (which term or expression shall unless repugnant to the context be deemed to include its Successors-in-interest /Successors-in-office/ assigns) of the THIRD PART.

And

- 3.24 **MRS. NANDITA MUKHOPADHYAY** daughter of Mr. Mukulchandra Chakrabarti, by faith - Hindu, By profession - House Wife & **MR. SAMAR KANTI MUKHOPADHYAY** son of Bejoy Basanta Mukhopadhyay, by faith - Hindu, By profession - Service, both permanently residing at Qrs. No. Type V/24, NMDC, P.O:- Bacheli, Dist- Dantewada(Chhattisgarh) Pin - 494553 hereinafter called and referred to as the '**PURCHASER**' (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, representatives, nominee/s and assigns) of the FOURTH PART.

Owners and Developer collectively Vendors and Developers

Owners, Developer and Buyer collectively Parties and individually Party.)

NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS 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.- 2A on 2nd Floor, having a super built-up area about 1145 (One Thousand One Hundred and Forty Five only) square feet, in the Block - J (Said Block), described in Part-I of the 2nd Schedule below (Said Flat), in the proposed complex named "KABYA" (Said Complex) to be constructed on a portion of the L.R. Dag No.- 1248 and 1249, recorded L.R. Khatian No.- 6321, 6323, 6325, 6326, 6327, 6328, 6329 and 6332, Mouza - Reekjoani, J.L. No.- 13, Police Station - Rajarhat, District - North 24 Parganas, morefully described in Part-I of the 1st 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 super built-up area of the Said Flat bears to the total super built-up area of the Said Block.
- 4.1.3 **Parking Space:** The right to park 1 (One) medium sized car in the covered space in the ground floor of any block in the Said Complex of the Said Premises, which (1) shall be allotted to the Buyer after completion of construction of the Said Complex and (2) can only be used for parking of a medium sized motor car of the Buyer, as the case may be, and not for any other purposes, described in Part-II of the 2nd 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 Block as is attributable to the Said Flat being described in the 3rd Schedule below (collectively called Common Portions). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Block.

For SOUMITA PROJECTS PVT. LTD. (KABYA)

Sanchita

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