



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

13AB 511141

This Agreement is executed on this 1st April, TWO THOUSAND AND EIGHTEEN between M/s Ensuit Realtors – GB Project, vide GST no. 19AADFE2088B1Z0 a company registered under Companies Act 1956 and having its administrative Office at 2, B N Ghosal Road, Belghoria, Kolkata – 700056 hereinafter referred to as the **DEVELOPER** (which expression shall include its successor and or its successors in interest and assigns) of the ONE PART.

AND

SOMANI REALTORS PRIVATE LIMITED, vide GST no. 19AAHCS1548R12K a company registered under the Companies Act 1956 and having its Corporate Office at 40 Ashutosh Mukherjee Road, 2nd floor, Kolkata – 700 020 (hereinafter referred to as the **"MARKETING CONSULTANT"** (which expression shall include its successor and/or its successors in interest and assigns) of the OTHER PART.

The parties here (DEVELOPER and MARKETING CONSULTANT) are hereinafter together referred to as the "Parties".

For SOMANI REALTORS PVT. LTD.

R. Somani
Director

EN-SUIT REALTORS-GB PROJECT

Jaisahendu Basu
Partner

EN-SUIT REALTORS-GB PROJECT

Jaisahendu Basu

Partner

124957

S.L. No..... Sold To.....

Sonani Realtors Pvt Ltd

Rs..... Addr.....

40 Ashutosh Mukherjee Rd

G.C. SAHA
(Govt.) LICENSED STAMP VENDOR
11A, Mirza Galib Street, Kol-87

L. No. 4/2016-17

16/07/20

Issue Date Sign.....

31 JUL 2017

WITNESSETH

WHEREAS MARKETING CONSULTANT are in business of strategy consulting, project consulting and marketing service for real estate development projects and other allied projects and WHEREAS DEVELOPER is developing a real estate projects and has represented to the MARKETING CONSULTANT that the DEVELOPER has the exclusive legal right to develop and sell the real estate projects on a piece and parcel of land at Belghoria, Plazer Habitat (hereinafter collectively referred to as the PROJECT).

WHEREAS DEVELOPER appoints MARKETING CONSULTANT as the Sole Selling Marketing Consultant for the project to sell all the units (whether residential or commercial) and the MARKETING CONSULTANT have agreed to render the required services to the DEVELOPER upon the terms and conditions set forth hereunder.

1. TERMS OF ENGAGEMENT

- This agreement will commence immediately and shall continue to be effective till all the units are sold in the project. In the event of earlier termination the parties shall be bound by the terms of this agreement for the units sold till that time.

2. ROLE, FUNCTION & DUTIES OF MARKETING CONSULTANT

- To provide inputs on pre-sale Marketing strategy and campaign.
- To provide advice and strategy on preparation of all Marketing materials and collaterals.
- To use their existing Marketing infrastructure/platform and resources/database to market and publicize the project and thus source the intending purchasers.
- To handle the queries of the prospective purchaser, tele-calling and receive the booking on behalf of DEVELOPER.
- To coordinate between the intending purchaser and DEVELOPER for execution of the agreement for sale to be entered into between DEVELOPER and the intending purchaser.
- To provide appropriate and adequate manpower to handle the site visits.
- To hold meetings with the Developers on a periodic basis for Marketing and sale progress, activities and updates.
- The services rendered by MARKETING CONSULTANT shall be limited to marketing only and they shall not deal with legal, civil or accounting issues.

3. ROLE, FUNCTION & DUTIES OF DEVELOPER

- The DEVELOPER at its own cost shall arrange all such documents required for making good and marketable title for the land and the property in reasonable period of time.
- The DEVELOPER shall provide a Furnished Marketing office at Site.
- The DEVELOPER shall approve all final designs for developing brochures, display posters and/or boards, and other Marketing/presentation material for the project with the logo and contact details of the MARKETING CONSULTANT.
- The DEVELOPER shall ensure that an adequate quantity of Marketing tools and materials are available with the MARKETING CONSULTANT at all times.
- The DEVELOPER shall at its own cost release advertisements & publicity in various media as suggested by MARKETING CONSULTANT as per marketing strategies.
- Any lead which comes directly to the DEVELOPER shall be promptly delivered to the MARKETING CONSULTANT and the DEVELOPER or its team shall not be selling any units directly.
- The DEVELOPER shall change the price only after discussing the same with MARKETING CONSULTANT in advance as it will have direct impact on sales.
- The DEVELOPER is required to depute personnel to whom all the queries of civil & legal matters to be forwarded as the MARKETING CONSULTANT would be unable to handle those queries.

For SOMANI REALTORS PVT. LTD.

R. Somani

EN-SUIT REALTORS-GB PROJECT

Jeeva Sundar Dhanu
Partner

- The DEVELOPER need to provide or specify one point of contact for processing & finalizing all kind of marketing strategies.
- The DEVELOPER shall execute the "Agreement for sale" with buyers at a settled date and shall issue money receipt for the same. DEVELOPER should duly fulfill its commitment to the buyer in all terms e.g. size of flat, rate per sq. ft., date of possession, extra cost, clearance of legal papers, construction quality standard etc. In case of non-fulfillment, the MARKETING CONSULTANT will not liable to deliver any services and DEVELOPER has to deal with any consequences arisen therefore.
- The DEVELOPER shall comply with all the laws of the land, applicable currently or introduced in any time in future during the life of the project, including but not limited to Real Estate (Regulation & Development) Act 2016. In event of any non compliance of any provisions or rules of law/Act the MARKETING CONSULTANT shall not be responsible and DEVELOPER indemnifies to protect the MARKETING CONSULTANT for any liability/loss due to these.
- If for any reason the project is shelved or discharged off, the DEVELOPER needs to compensate the Marketing Consultant with the direct or indirect loss incurred by them.
- MARKETING CONSULTANT assumes a service period of 24 months. In case the construction period or completion of the project stretches beyond this period and as such MARKETING CONSULTANT incurs additional cost or business loss, the Developer shall make good such losses or reimburse those costs to the Marketing Consultant.
- In the event of any chances of cancellation, MARKETING CONSULTANT needs to be informed immediately and should be consulted before accepting cancellation.
- Where the cancellation of any flat happens because of the fault of developer or any kind of non-compliance on his part the sale commission due on that flat shall not be adjusted or annulled and shall be payable in full @ 2 % plus GST as applicable.
- Where the cancellation of any flat (post agreement) happens voluntarily from the buyer side the sales commission due on that flat shall be payable at 1% plus GST as applicable of the total consideration and should be paid in full immediately after the cancellation.

4. PAYMENT & REMUNERATION

- MARKETING CONSULTANT will be remunerated @ 2% on flat price (including PLC and Floor Escalation, servant quarter, terrace etc if any) and on parking space price plus GST as per government rules. 1% commission shall be payable at the time of agreement for sale and remaining 1% shall be payable on receipt of 50% of flat value from buyer.
- The invoice will be raised on completion of sale agreement and just after the 50% payment made by the customer and DEVELOPER shall clear such dues with 10 days of receipt of such invoice. The payment is subjected to TDS deduction as per the norms.

5. VALIDITY

- This agreement shall remain valid till all the units are sold in the project.
- In case either of the parties wishes to terminate this agreement, they shall do so only by giving six month notice in writing.
- Termination shall not relieve the parties from obligations or liabilities incurred hereunder.

IN WITNESS WHEREOF the Parties hereto have signed and affixed their seals and signatures at _____

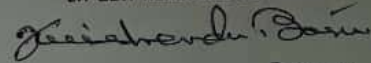
SIGNED, SEALED & DELIVERED on behalf of the within named DEVELOPER, Ensuit Realtors – GB Project.

WITNESSES:

1. Anijit Paul
94, Sarada Pally, Kolkata-700049.
2. Malay Barik.
8-76, R.K.-Pally, Ariadaha, Kolkata-700057.

for Ensuit Realtors – GB Project

EN-SUIT REALTORS-GB PROJECT



Partner

(Director)

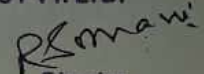
SIGNED, SEALED & DELIVERED on behalf of the within named Marketing Consultant, Somani Realtors Pvt. Ltd.

WITNESSES:

1. Sumit Roy. 24/6/2 Masjid Bari st. Kol-6
2. Bijay Kr. Pandey - 186/11 G.T. Road. Saltia.
Howrah - 71106.

for Somani Realtors Pvt. Ltd.

For SOMANI REALTORS PVT. LTD.



Director

 Rajesh Kumar Somani
(Director)