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11/12/13  
S. Prasad  
M. V. = 163  
24/12/13  
24/12/13

पश्चिम बंगाल WEST BENGAL

R 399671

Registration and endorsement sheets are the part of this Document

Additional Registrar  
of Assurances - Kolkata  
05.10.13

THIS AGREEMENT OF DEVELOPMENT made this 5<sup>th</sup> day of October in the year Two Thousand and Thirteen.

80565

30 SEP 2013

REG. NO. .... Date .....

Sold to **B. M. BAGARIA & CO.**

Address **Solicitors & Advocates**  
**6, Old Post Office Street**  
**Kolkata - 700 001**

Rs. **100**

**A. BAN.**

**L.S. VENDOR**

**HIGH COURT, KOLKA**



ADDITIONAL REGISTRAR  
OF ASSURANCES  
KOLKATA

5 OCT 2013

*Sukhendu Kr. Samanta*

Sukhendu Kr. Samanta  
S/O. Sahadeb Samanta  
2/5, Sarat Bose Road,  
P.S. Bhwanipur  
Kol-20. Service



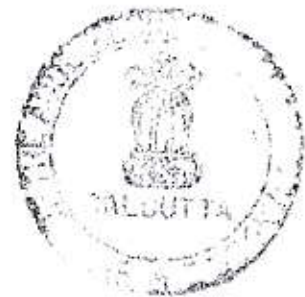
**BETWEEN**

**M/S. METFLOW CORPORATION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its PAN AABCM9444J and having its registered office at Premises No. 158A, Picnic Garden Road, P.S. Tiljala, Kolkata - 700039, represented by its Director Sri Santosh Kumar Saraf son of late Shivnath Sharoff having its place of Business at Pre No. 2/5, Sarat Bose Road, P.S. Bhowanipur, Kolkata-700 020, hereinafter referred to as the **FIRST OWNER/ VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and agents) of the **FIRST PART**.

**AND**

**M/S. WELLMET (CALCUTTA) PRIVATE LIMITED** (formerly named "Wellmet Footwear Corporation Private Limited"), a Company incorporated under the Companies Act, 1956, having its PAN AAACW2310E, having its registered office at Premises No. 158A, Picnic Garden Road, P.S. Tiljala, Kolkata - 700039, represented by its Director Sri Arvind Kumar Saraf son of Sri Santosh Kumar Saraf having its place of Business at Pre No. 2/5, Sarat Bose Road, P.S. Bhowanipur, Kolkata-700 020, hereinafter referred to as the **SECOND OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and agents) of the **SECOND PART**.

(1) **SGM BUILDERS PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956, having its PAN AADCS 7096Q, represented by its Director Sri Ashok Saraf son of Sri Santosh Kumar Saraf; (2) **NANI OVERSEAS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its PAN AABCN 2991B, represented by its Director Sri Ashok Saraf son of Sri Santosh Kumar Saraf; (3) **G.D.PROPERTIES PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956, having its PAN AAACG 9440R, represented by its Director Sri Ashok Saraf son of Sri Santosh Kumar Saraf; (4) **RAJPUTANA SUPPLY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its PAN AABCR 4990C, represented by its Director Sri Suhel Saraf son of Sri Ashok Saraf; (5) **BRIGHTWAYS MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its PAN AABCB 1231E, represented by its Director Sri Suyash Saraf son of Sri Ashok Saraf; (6) **FLEXWELL COMMERCE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its PAN AAACF 3834G, represented by its Director Sri Ashok Saraf son of Sri Santosh Kumar Saraf; (7) **SPECTRUM SALES PROMOTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its PAN AAECS 4378L, represented by its Director Sri



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ADDITIONAL REGISTRAR  
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Ashok Saraf son of Sri Santosh Kumar Saraf (8) BENGO SALES PRIVATE LIMITED a Company incorporated under the Companies Act, 1956, having its PAN AABCB 2969F, represented by its Director Sri Ashok Saraf son of Sri Santosh Kumar Saraf and all having their registered office at Premises No. 2/5, Sarat Bose Road, P.S. Bhowanipore, Kolkata – 700 020 AND (9) PLEASANT NIRYAT PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its PAN AABCP7074P, and having its registered office at Pre No. 193/2, Mahatma Gandhi Road, (First Floor), P.S. Barabazar, Kolkata – 700 007, represented by its Director Mr Rakesh Kumar Chamria son of Late Ram Niwas Chamria, having his Business place at Pre No. 193/2, Mahatma Gandhi Road, (First Floor), P.S. Barabazar, Kolkata – 700 007 all hereinafter jointly referred to as the "DEVELOPERS/ PURCHASERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective successors-in-interest and agents) of the THIRD PART.

WHEREAS the First Owner/Vendor is the owner of All that municipal premises No. 158, Picnic Garden Road, Kolkata containing land measuring 15 Bighas (as per title deeds) more or less TOGETHER WITH buildings, sheds, structures, constructions etc. standing thereon or on part thereof and the land on actual measurement has been found to contain an area of 260 Kattahs 1 Chittack 23 Sft. (more or less) and is fully described in the Part I of the Schedule hereunder written.

AND WHEREAS the Second Owner/ Vendor is the owner of All that municipal premises No. 158A, Picnic Garden Road, Kolkata containing land measuring 8 Bighas (as per title deeds) more or less TOGETHER WITH the buildings, sheds, structures, constructions etc. standing thereon or on part thereof and the land on actual measurement has been found to contain an area of 80 Kattahs (more or less) and is more fully described in Part II of the Schedule hereunder written.

AND WHEREAS the said premises No. 158, Picnic Garden Road, Kolkata and 158A, Picnic Garden Road, Kolkata are adjacent to each other and both premises Jointly contained an area of 23 Bighas (as per title deeds) and the land on actual measurement has been found to contain an area of 340 Cottahs 1 Chittack 23 Sft. (more or less) and the said two premises have been amalgamated and the amalgamated premises is numbered as Premises No. 158A, Picnic Garden Road, Kolkata and is more fully described in the Part III of the Schedule hereunder written.

AND WHEREAS by an agreement dated 28<sup>th</sup> December, 2005 made between the First Owner/ Vendor and the Second Owner/ Vendor on the one hand and the said (1) SGM Builders Private Limited (2) Nani Overseas Private Ltd (3) G.D. Properties Private Ltd. (4) Rajputana Supply Private Ltd. (5) Brightways Merchants Private Ltd. (6) Flexwell



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*Original Purchaser  
Developers*

Commerce Private Ltd (7) Spectrum Sales Promotion Ltd and (8) Bengo Sales Private Ltd ( all hereinafter also jointly called "Original ~~Developers~~/Purchasers" ) on the other hand they the said First Owner/ Vendor and the Second Owner/ Vendor agreed to sell respectively the said premises No. 158, Picnic Garden Road, Kolkata and the said premises No. 158A, Picnic Garden Road, Kolkata in favour of the said original purchasers at a price to be calculated at the rate of Rs. 2.90 lacs per cottah (for the actual area to be ascertained on measurement and survey) and free from all encumbrances, mortgages, liabilities, attachments, restrictions, acquisitions, requisitions, prohibitions, objections and disputes whatsoever and on the terms and conditions therein stated.

*At*

**AND WHEREAS** the respective owners/vendors being respective owners of the said respective premises have made out good and marketable title to the respective premises free from encumbrances and the Developers/ Purchasers have accepted the title of the said respective premises and the amalgamated premises as good and marketable.

**AND WHEREAS** the said original Purchasers decided to admit the said Pleasant Niryat Pvt. Ltd ((hereinafter also referred to as the Added Purchaser) as the co-purchaser alongwith the original Purchasers for the purpose of purchasing and owning the said premises No. 158, Picnic Garden Road, Kolkata and also the Premises No. 158A, Picnic Garden Road, Kolkata jointly; And the said Added Purchaser agreed to share the consideration money; And the said original Purchasers and the Added Purchaser agreed to jointly acquire hold and have both the said properties.

**AND WHEREAS** accordingly by a further agreement dated 29<sup>th</sup> July, 2009 made between the said First Owner/ Vendor and the Second Owner/ Vendor and the said original Developers/ Purchasers and the said added purchaser, it was agreed between the said parties that the Added Purchaser had agreed to join as a co-purchaser, of the said First Property and the said Second Property which would be jointly purchased by the original purchasers and the Added Purchaser together and also that the respective holding ratio of the original purchasers and the Added Purchaser was with the mutual consent revised and it was agreed that the respective parties would have their holding/share/interest in the equity of purchase and in the property in the following shares.

- (a) SGM Builders Private Limited (2) Brightways Merchants Private Limited (3) Rajputana Supply Private Limited (4) Flexwell Commerce Private Limited (5) G.D. Properties Private Limited and (6) Nani Overseas Private Limited would all jointly have 50% share in equal ratio/Proportion.
- (b) The said Spectrum Sales Promotion Private Limited – would have 12.5% share.



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- (c) Bengo Sales Private Limited would have 12.5% share.
- (d) Added Purchaser namely Pleasant Niryat Private Limited would have 25% share

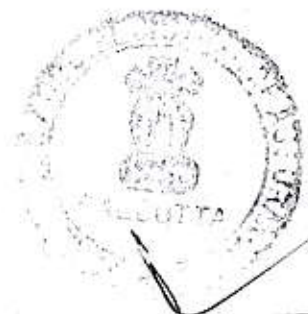
AND the said respective Developers/ Purchasers agreed to share the total consideration amount for purchasing the First Property and the Second Property in the aforesaid ratio/share and are and shall be entitled to the ownership rights of the said two properties in the said ratio/share; and accordingly they the said First Owner/ Vendor and Second Owner/ Vendor agreed to sell and transfer the said respectively premises No. 158, Picnic Garden Road, Kolkata and No. 158A, Picnic Garden Road, Kolkata jointly to the said Original Purchasers and the said added purchaser and in consequence of the aforesaid situation the said original agreement dated 28<sup>th</sup> December 2005 stood varied as recorded in the said further agreement dated 29<sup>th</sup> July, 2009. IT BEING EXPRESSLY UNDERSTOOD CLARIFIED AND AGREED THAT the said original agreement dated 28<sup>th</sup> December, 2005 would always be read, construed, interpreted, acted upon and performed by the said Owners/ Vendors and the original purchasers and the added purchaser along with and in conjunction with the said further agreement dated 29<sup>th</sup> July, 2009.

**AND WHEREAS** the said original Developers/ Purchasers hereinafter also Jointly referred to as "DEVELOPERS/ PURCHASERS and the added purchaser have from time to time paid various amount to respectively the First Owner/ Vendor and the Second Owner/ Vendor towards payment of the consideration money.

**AND WHEREAS** the First Vendor and the Second Owner/Vendor are hereinafter also jointly referred to as the "**OWNERS / VENDORS**".

**AND WHEREAS** the said First Owner/ Vendor and the Second Owner/ Vendor have duly paid off and satisfied the claims/dues of the State Bank of India, Ballygunge Branch in respect of the accommodation/facilities availed by the First Owner/ Vendor and the Second Owner/ Vendor from the said bank and got the First Property and the Second Property fully released from the claim/security/charge of the said State Bank of India and the said bank duly released and returned the title deeds of the said First Property and Second Property.

**AND WHEREAS** the said First Owner/ Vendor and the Second Owner/ Vendor have also liquidated and paid off all the liabilities mentioned in paragraphs 4 (a) (b) (c) (d) of the said agreement dated 28<sup>th</sup> December 2005 out of the amounts from time to time received from the original purchasers and the added purchaser towards part consideration money.



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**AND WHEREAS** the said First Owner/ Vendor and the said Second Owner/ Vendor have duly also fulfilled their other obligations in pursuance of the said agreement dated 28<sup>th</sup> December, 2005.

**AND WHEREAS** the said Owners/ Vendor have completely closed down their factory situated at the said Premises Nos. 158, Picnic Garden Road, Kolkata and Pre No. 158A, Picnic Garden Road, Kolkata and they are completely out of any industrial activity and have completely dismantled their set up of the factory and laid off their entire workmen/workforce/employees, sold their machinery, finished goods, raw materials and paid off their entire statutory dues towards provident fund, Employees' State Insurance, workmens compensation and settled with their employees/workmen through the medium of the concerned Labour Unions and have also settled the liability to State Bank of India and get the mortgage released in their favour and the said Bank had freed and returned the original title deeds of the said two premises to the Vendors Advocates M/s. B.M. Bagaria & Co., And the said Vendors have also paid all the dues of CESC Ltd., all creditors and settled with the petitioning creditors in the winding up petitions and the petitions for winding up have been dismissed and/or withdrawn and/or settled and the said Owners/ Vendors have paid all the Municipal Taxes due and payable to the Kolkata Municipal Corporation for the said premises are in a position now to grant conveyance/ sale deeds of the said two premises in favour of the said purchasers.

**AND WHEREAS** the purchasers have expressed their decision to Jointly develop and commercially exploit the same entire land of the said two premises and construct buildings containing self contained /independent flats/ commercial units for sale on the "OWN YOUR FLAT" basis to the intending buyers and obtaining sale of fragmented undivided share in the said land in proportion to the area of the flats in favour of the intending buyers.

**AND WHEREAS** at the instance of the said Developers/ Purchasers, the said Owners/ Vendors have, by a Deed of Exchange made between both of them, transferred 1 (one) Cottah of land out of each property in favour of each of them and the said Deed of Exchange has been duly registered in Book No. 1 as being No. 10740 for the year 2011 at the office of the Addl. Registrar of Assurances II, Kolkata and both the said premises have been amalgamated and recorded in the records of Kolkata Municipal Corporation as Municipal Premises No. 158A, Picnic Garden Road, Kolkata – 700 039 more fully described in the Part III of the Schedule hereunder written.

**AND WHEREAS** by a Deed of Confirmation dated 24<sup>th</sup> December, 2012 made between the said First Owner/ Vendor, Second Owner/ Vendor, the Original Purchasers and the added purchaser,





*[Signature]*  
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the parties have clearly recorded all the facts, incidents, and the activities undertaken/done by the Owners/ Vendors towards the discharge of their liabilities to enable them to fulfill their obligation to sell and transfer the said two premises free from all encumbrances charges and liabilities, and regarding subsequent arrangements/agreements of introduction of the added purchaser and the agreement of sale and purchase of the said two premises in favour of all the purchasers jointly free from all encumbrances, mortgages, charges, claims, liens, demand, liabilities, attachments, acquisitions, requisitions, alignments and lispendences whatsoever.

**AND WHEREAS** as stated above, khas, vacant and peaceful possession of the said amalgamated premises is in the hands of the Developers/ Purchasers and they are entitled to obtain the conveyances thereof from the said Owners/ Vendors in their decision for the consideration stated in the said agreement dated 28<sup>th</sup> February, 2005.

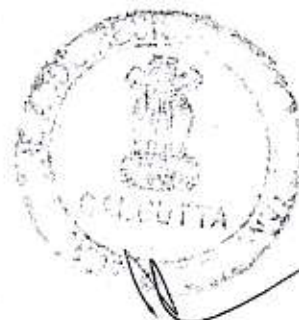
**AND WHEREAS** it is recorded that the Owners/ Vendors have received the payment of entire consideration money for the sale and transfer of the said two premises (being at present the said amalgamated premises No. 158A, Picnic Garden Road, Kolkata – 700 039) and the Owners/ Vendors have no outstanding claim or dispute in that behalf.

**AND WHEREAS** the said original title deeds of the said two premises are now in the custody of SGM Builders Pvt. Ltd.

**AND WHEREAS** as herein before recited the Developers/ Purchasers have decided to jointly develop the said premises for their benefits and construct residential/commercial structures containing self contained flats/saleable spaces with the provision of covered car parking spaces and also open car parking spaces on the ground/open area of the total land.

**AND WHEREAS** accordingly the said Owners/ Vendors have expressed to have no objection to the said decision of the Purchasers. AND have agreed to sell / transfer the said land in fragmented undivided shares attributable to the area of the respective self constrained residential/ commercial units in favour of the intending buyers as shall be required by the Developers/ Purchasers.

**BY THIS AGREEMENT THE PARTIES CONFIRM RECORD ACCEPT AND DECLARE AS STATED HEREINAFTER.**



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1. Unless otherwise excluded by or repugnant to the subject or context the following expressions shall have the following meanings in this agreement:-
  - (a) **"DEVELOPER/ PURCHASER"** shall mean the said Developers/Purchasers namely (1) SGM Builders Private Limited (2) Nani Overseas Private Limited, (3) G.D. Properties Private Limited (4) Rajputana Supply Private Limited, (5) Brightways Merchants Private Limited, (6) Flexwell Commerce Private Limited, (7) Spectrum Sales Promotion Private Limited (8) Bengo Sales Private Limited And (9) Pleasant Niryat Private Limited,
  - (b) **"OWNERS/ VENDORS"** shall mean all the said owners (being the first owner/vendor namely Metflow Corporation Private Limited and the second owner/ vendor namely Wellmet (Calcutta) Private Limited being the Owners/ Vendors of the said amalgamated property hereinafter collectively called the "OWNERS/ VENDORS".
  - (c) **"ARCHITECT"** shall mean Espace Planning Services Pvt. Ltd, having its office at 35A, Sarat Chatterjee Road, Kolkata, or such other person or persons or firm or firms/company whom the Developer may appoint as the Architect of the new buildings/ complex.
  - (d) **"CAR PARKING SPACES"** shall mean the open car parking spaces in the open ground area / covered car parking spaces on the ground floor / and/ or mechanical or hydraulic car parking system if provided by the Developer. The allotment of the respective car parking spaces will be made by the Developer to the buyers at the time of delivery of possession of the completed unit.
  - (e) **"COMPLEX"** shall mean the said Land found on physical measurement containing an area of 340 kotthas 1 Chittaks 23 sq.ft. being municipal premises no. 158A, Picnic Garden Road, P.S. Tiljala, Kolkata – 700039 within ward no. 66 of the Kolkata Municipal Corporation and also the new buildings to be constructed thereon in accordance with the Plans to be sanctioned by the Kolkata Municipal Corporation. The new buildings in the complex shall be primarily for residential uses and purposes but some buildings / portions/ areas may be for commercial purposes if so decided by the Developers/Purchasers.

- (f) **"COMMON PORTIONS"** shall mean the common parts, portions, facilities and amenities including the roof of the buildings, lifts, lift machine rooms, lift wells and lifts installations, generator, generator installations, pump, pump installations, tube wells and its installations, drains, sewers, boundary walls and electrical installations, main gates, security room, paths and passages, staircases and lobbies, sewage treatment plant and underground and overhead water reservoirs etc. in the new buildings and/or the Complex as shall be provided and determined by the Developers/Purchasers for the beneficial enjoyment of the buyers of the residential flats/ commercial units as expressly provided hereinafter, excepting the areas earmarked for open / covered/mechanical or hydraulic car parking spaces.
- (g) **"COMMON PURPOSES"** shall include the purposes of upkeep, management, maintenance, administration and protection of the common portions and the purposes of regulating mutual rights, obligations, responsibilities and liabilities of the owners and/or occupants of the respective units/flats/ commercial spaces and all other purposes or matters in which the buyers and/or occupants have common interest relating to the new buildings and the entire complex.
- (h) **"HOLDING ORGANISATION / MAINTENANCE COMPANY"** shall mean the Company/Society/Association that would be formed or promoted by the Developers/ Purchasers for the common purposes, maintenance and upkeep of the Complex after disposal of all saleable units and areas and delivery of possession and execution of sale deeds of all saleable units in the complex in favour of the respective acquirers.
- (i) **"PLAN"** shall mean the plans proposed to be sanctioned by The Kolkata Municipal Corporation for the construction of the proposed New Buildings on the said premises and shall include all additions, modifications and revised sanctioned plans showing revised placement of the blocks as per the revised sanction plan, and the plan/s shall be sanctioned in such phases as the Developers/ Purchasers may require and the buyers of flats / saleable spaces shall not raise any objection in any manner whatsoever or howsoever. The Developers/ Purchasers shall be entitled to have the said sanctioned plan revised, added and/or altered for the purpose of availing further available constructible area by vertical and/or horizontal expansion in the said premises and upon obtaining sanction of such plan or plans the same shall also be treated as included within the definition of the said expression "Plan".



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- (j) **"THE PREMISES"** shall mean the land found on physical measurement containing an area of 340 Cottahs 1 Chittack 23 square feet (more or less) out of the total Land containing 23 Bighas as per the title deeds
- (k) **"THE BUILDING"** shall mean each new building block in the said complex .
2. The said Developers/ Purchasers have agreed to develop the said premises jointly for their own advantage and benefits and to take all required steps for the same including getting the land surveyed, soil tested, building plans prepared and to submit the same for being sanctioned by the Kolkata Municipal Corporation and obtain sanction of the building plans and other clearances/ permissions from the other concerned authorities and also appoint supervisors, and engineers as may be necessary.
  3. It is agreed the said SGM Builders Pvt. Ltd., one of the said purchasers represented by its present Directors Shri Ashok Saraf and Shri Arvind Kumar Saraf and such Directors as may join the company from time to time and/ or authorized signatories as may be appointed from time to time shall look after manage and carry on the development and all other acts and deeds for and on behalf of all the Developers/ Purchasers.
  4. The said Developers/ Purchasers will be entitled to commence the work of development of the said amalgamated premises and undertake construction of the new buildings phase-wise or in such other manner and at such time as they shall decide from time to time.
  5. The Owners/ Vendors agree to grant and register a General Power of Attorney with such terms and conditions authorities and powers as shall be decided by the Developers/ Purchasers in favour of the said co-purchaser namely M/s. SGM Builders Pvt. Ltd (solely or with such other person or persons as may be decided by the Developers/ Purchasers) and shall register the same at the costs and expenses of the Developers/ Purchasers.
  6. The Developers/ Purchasers agree to bring in and introduce the required finances for the purpose of development of the said premises. The Purchasers will bear and pay all costs of construction, Sanction fees of the building plans, costs of temporary and permanent utilities and the connections thereof, Municipal Taxes etc, as may be necessary for the erection, construction and completion of the New Buildings at the said amalgamated premises. The Developers/ Purchasers shall be



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entitled to raise project finance from Banks/ financial institutions/ companies without any personal liabilities of the Vendors/Owners. The Vendors/ Owners agree to sign all such loan documents as may be necessary.

7. It is agreed that the work of development and/or activities of development of the said two premises shall be carried on from the present place of business of the said SGM Builders Private Limited situated at 2/5, Sarat Bose Road, P.S.Bhowanipore, Kolkata 700020, until otherwise decided by the Developers/ Purchasers and they will be entitled to shift the same to such other place or places as will be decided by them. The said work of Development shall be done at the costs and risks of all the Co-purchasers Jointly who shall co-operate with each other in such development.
8. Proper accounts, records of materials purchased, employment of the workmen and contractor, expenses incurred, paid and payable and amounts introduced by the respective parties and all other details shall be duly maintained by the said SGM Builders (P) Ltd and all such accounts shall be available to be inspected, verified etc by the other Co-purchasers.
9. The Developers/ Purchasers agree to jointly discuss all matters concerning the development of the said premises and construction of the new buildings at the said premises and for the sale and transfer of the constructed areas and chalking out, revising and deciding the policies from time to time.
10. The Developers/ Purchasers agree to grant and execute a general power of attorney in favour of the said SGM Builders Pvt. Ltd with such authorities and powers as shall be thought necessary and the said power of attorney shall be registered.
11. The Developers/ Purchasers agree to do all other acts, deeds and things as shall be necessary from time to time and shall ensure that the said project of development of the said premises, and construction of new buildings is duly fulfilled, carried out and completed in all respects and all constructed/constructable areas, independent flats and saleable spaces/portions are duly sold out at such prices and on such consideration and basis as shall be decided and finalized by the Developers/ Purchasers without any intervention objection or concern of the Owners / Vendors
12. The Owners/ Vendors agree to join in all such agreements and agree to sell the respective undivided proportionate share in the said land attributable to the area of respective flats and/or saleable spaces/portions by executing the Sale

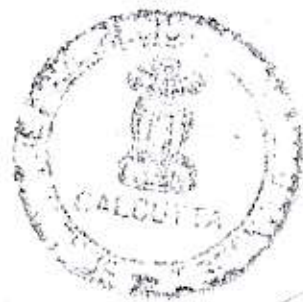




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deeds/conveyance in favour of the respective intending purchasers as shall be required by the Developers/ Purchasers from time to time in such part or parts as *shall be required by the Developers/ Purchasers.*

13. All sale proceeds of the undivided proportionate share of land from the intending purchasers shall be received only by the Developers/ Purchasers in as much as the Owners/ Vendors have duly received their agreed amount of consideration money and they have no claim of receiving any further amount in this behalf.
14. The parties hereto confirm that subsequent to the receipt of vacant possession of the said amalgamated premises the Developers/ Purchasers have undertaken various preliminary steps/works relating to the proposed development of the said premises and decided to tentatively accept bookings subject to the finalization of the terms, conditions and the considerations and locations of the constructed parts.
15. The said M/s.SGM Builders (P) Ltd who will look after, manage and remain in charge of the construction of new buildings and development work at the said premises and it shall act as pure agent of all the co-purchasers and for its own benefits and all the co-purchasers hereby agree to remain bound by the acts done by the said M/s. SGM Builders (P) Ltd in this behalf.
16. The said M/s. SGM Builders (P) Ltd so looking after, managing and remaining in charge shall act as such till the entire development work and construction of all the new buildings at the said premises are completed and valid completion certificate/s and/or occupancy Certificate/s is/are obtained from The Kolkata Municipal Corporation and all the constructed saleable areas/flats (both residential/commercial) are fully sold out and possession thereof is duly made over to the respective purchasers and the respective Sale Deeds thereof are duly made/registered against receipt of all amounts from the said intending buyers.
17. Notwithstanding the General Power of Attorney to be granted as aforesaid the said M/s. SGM Builders (P) Ltd shall be entitled as a co-purchaser to exercise the said task and activities relating to the said project in its own capacity as one of the co-purchasers of the said premises.
18. The other co-purchasers shall remain bound by all the acts and deeds that shall be done by the said co-purchaser M/s.SGM Builders Pvt. Ltd., in connection with the development of the said amalgamated premises No., 158A, Picnic Garden Road, Kolkata, construction of new buildings, enter into agreement with



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the prospective/ intending buyers, employment of funds, arrangement of funds, employment of supervisors, architects, contractors, procurement of building materials, preparation of building plans, obtaining sanction of building plans and paying and incurring all costs and other expenses etc. in respect of/ concerned with the said proposed development at the said premises.

19. This agreement is neither a partnership nor a joint venture but it is an agreement between the said co-purchasers for the development of the said amalgamated premises no. 158A, Picnic Garden Road, Kolkata, for the optimum utilization of the resources and making easy and convenient the task of implementing and carrying out the development of land and construction of buildings, observing and performing all requirements under the applicable statutes without complexities of views and decision by and between the co-purchasers.
20. Each of the co-purchasers shall be responsible for the compliances of the applicable provisions of the Income Tax Act and other statutory laws and keep the project and other co-purchasers protected and indemnified.
21. None of the said Developers/ Purchasers shall be entitled to transfer/equities or the undivided share in the project in favour of any Third Party without express written consent of other co-purchasers first had and obtained.
22. In case any of the provisions of this Agreement may be construed in more ways than one, one of which would render the provision illegal or otherwise voidable or unenforceable, then in such case such provision shall have the meaning that renders it valid and enforceable. The language of each provision of this Agreement shall be construed according to its fair meaning and not strictly against any party.
23. In case any of the provisions of this Agreement be found or held invalid or otherwise unenforceable by any court or any other authority, such findings shall not invalidate the remainder of the Agreement Provided That any party having already derived any benefit from any such invalidated provisions shall be liable to compensate the other parties keeping in view the overall spirit of this Agreement.
24. The Owners/ Vendors agree to grant and register also one or more and further Power of Attorney from time to time in favour of the representative of the Developers/ Purchasers and also cancel such power only as shall be required by the Developers/ Purchasers. In such matters the vendors shall not act



  
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voluntarily and the voluntary act if done shall not be binding on the Developers/ Purchasers and voluntary acts of the Owners/ Vendors shall not defect in any manner the Agreement for Sale dated 28.12.05 ; further agreement dated 29.07.09, and Deed of Confirmation dated 24<sup>th</sup> December, 2012 and this agreement.


25. The Developers/ Purchasers shall remain responsible and liable for any loss/or accident taking place during the work of erection, construction and completion of the new buildings at the said premises. The Developers/ Purchasers have agreed to keep the Owners/ Vendors indemnified from all costs, charges, claims, suits and proceedings in this behalf.
26. The Developers/ Purchasers shall at their own costs demolish and/or caused to be demolished all existing sheds, structures, buildings and constructions existing on the said amalgamated premises and the benefits of the salvage/debris will accrue to the account of the Developers/ Purchasers.
27. The Developers/ Purchasers shall be entitled to raise finances from Banks/financial Institutions for the construction of new buildings at the said premises by creating charge/mortgage on the said premises and the Owners/ Vendors shall have no objection thereto.
28. (a) The Developers/ Purchasers shall frame a scheme for the management and administration of the new buildings to be constructed at the said premises. Such scheme shall be binding on the intending buyers of flats/saleable spaces and car parking spaces in the new buildings to be constructed at the said premises.  
  
(b) The Developers/ Purchasers shall be entitled to deal with dispose off the flats/ constructed self contained units with related undivided share in hand and also with/without car parking spaces as usual on the basis of "own your flat" AND the Owners/ Vendors agree to Join therein and transfer the undivided share in land in favour of the intending Buyers.
29. This Agreement shall remain valid and subsisting till such time the new buildings at the said premises are completed and the possession of the respective flats/saleable spaces/car parking spaces (open and covered) have been made over to the intending buyers and the deeds of transfer/release are duly executed and registered in favour of the buyers and the management of the completed buildings is handed over to the Holding Organisation.





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30. **ARBITRATION**

- a) Disputes to be settled by Arbitration ; Any dispute, controversy or claims between the parties hereto arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
  - b) Such person or persons shall be appointed as arbitrator or arbitrators as shall be agreed upon by all.
  - c) Place of Arbitration. The place of arbitration shall be Kolkata and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.
  - d) Award final and binding : The award of the arbitral tribunal shall be final and conclusive and binding upon the parties hereto and the parties shall be entitled (but not obliged) to enforce the award. Such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
  - e) Summary proceedings and interim awards : The Arbitrator shall have the right to proceed summarily and to make interim awards.
31. Only the Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of this agreement or connected therewith including the arbitration as provided hereinabove.
- 



ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
5 OCT 2018



**IN WITNESS WHEREOF** the parties hereto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED AND DELIVERED** by the said  
**FIRST OWNER/ VENDOR** at Kolkata in

the presence of: *[Signature]*  
Sukhendu Kr. Samanta  
1. S/O. Sahadeb Samanta  
2/5, Sarat Bose Road,  
P.S. Bhwanipur  
Kol-20, Service

2. *B. Ghosh - Advocate*  
*Resd. 15 n/s. B.M. Baganato*  
*6, Old Post Office Street, Kol.*

For Metflow Corporation Pvt. Ltd.

*[Signature]* SKS  
Director

**SIGNED AND DELIVERED** by the said  
**SECOND OWNER/ VENDOR** at Kolkata

in the presence of: *[Signature]*  
Sukhendu Kr. Samanta  
1. S/O. Sahadeb Samanta  
2/5, Sarat Bose Road,  
P.S. Bhwanipur  
Kol-20, Service

2. *B. Ghosh - Advocate*

For Wellmet (Calcutta) Pvt. Ltd

*[Signature]* AKS  
Director

**SIGNED AND DELIVERED** by the said  
**DEVELOPERS/ PURCHASERS** at Kolkata

in the presence of: *[Signature]*  
1. Sukhendu Kr. Samanta  
S/O. Sahadeb Samanta  
2/5, Sarat Bose Road,  
P.S. Bhwanipur  
Kol-20, Service

2. *B. Ghosh Advocate*

SGM Builders Pvt. Ltd.

*[Signature]*  
Director

For NANI OVERSEAS PVT. LTD.

*[Signature]*  
Director

For G. D. PROPERTIES PVT. LTD.

*[Signature]*  
Director

Rajputana Supply Pvt. Ltd

*[Signature]*  
Director

Flexwell Commerce Pvt. Ltd

*[Signature]*  
Director

Brightways Merchants Pvt. Ltd

*[Signature]*  
Director

Drafted by

*[Signature]*

(Sri K.P. Bagaria)  
Advocate, High Court,  
6, Old Post Office Street  
Kolkata - 700 001  
Enrollment No. : WB /518 /1969

Spectrum Sales Promotion Pvt. Ltd.

*[Signature]*  
Director/Authorised Signatory

TENGO SALES PVT. LTD.

*[Signature]*  
Director/Authorised Signatory

PLEASANT NIRYAT PVT, LTD.

*[Signature]*  
Director



*[Handwritten Signature]*  
ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
5 OCT 2013

**THE SCHEDULE ABOVE REFERRED TO :**

**PART-I**

**ALL THAT** piece and parcel of land containing an area of 260 kattahs 1 Chittack 23 Sq. ft. (more of less) being previous Pre. No. 158, Picnic Garden Road, Kolkata – 39, Police Station Tiljala, Sub – Registration Office Sealdah, District Registration office Alipore, Within Ward No. 66 of the Kolkata Municipal Corporation TOGETHER WITH the sheds , structures, buildings, constructions etc. standing thereon or on part thereof

**PART-II**

**ALL THAT** piece and parcel of land containing an area of 80 cottahs (more of less) being the previous Municipal Premises No. 158 A, Picnic Garden Road, Kolkata – 700 039, Police Station Tiljala, Sub – Registration Office Sealdah, District Registration Office, Alipore within Ward No. 66 of the Kolkata Municipal Corporation TOGETHER WITH the sheds, structures, buildings constructions etc. standing thereon or on part thereof.

**PART-III**

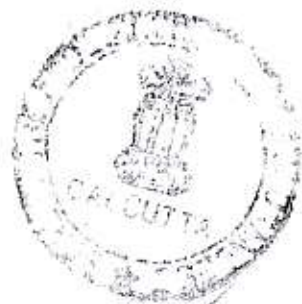
All that amalgamated Municipal Premises no. 158A, Picnic Garden Road, P.S. Tiljala, Kolkata -700 039, Sub-Registration Office Sealdah, District Registration Office Alipore, within ward No.66 of the Kolkata Municipal Corporation having an area of 22,749 square Metres equivalent to 340 Kattahs 1 Chittack 23 sft. (as per the actual physical measurement) TOGETHER WITH the sheds, structures, buildings, constructions etc. standing thereon or on part thereof and butted and bounded as follows:-

North : Others properties ✓

South : By Public Road

West : By common passage ✓

East : By Pond



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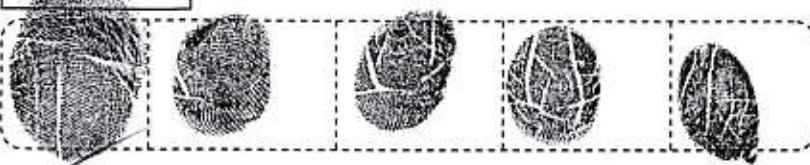
FINGER PRINTS



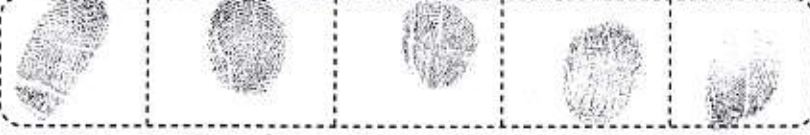
Left Hand



Right Hand



Left Hand



Right Hand



Left Hand



Right Hand



Left Hand



Right Hand



Left Hand



Right Hand





*[Signature]*  
ADDITIONAL REGISTRAR  
OF ASSURANCE & KOLKATA  
5 OCT 2019

FINGER PRINTS



R. Chan

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Right Hand



Left Hand



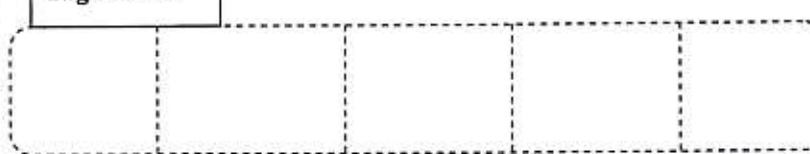
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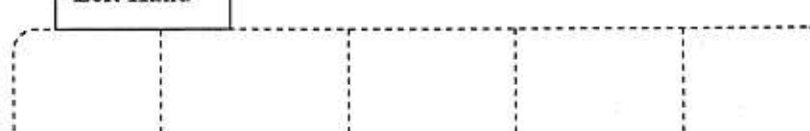
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Right Hand

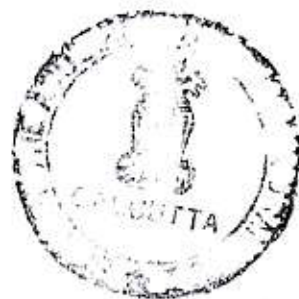


Left Hand



Right Hand





ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA  
5 OCT 2018



Dated 5<sup>th</sup> day of October, 2013

=====

**B E T W E E N**

**METFLOW CORPORATION PVT. LTD.**

**WELLMET (CALCUTTA) PRIVATE LIMITED**

**(OWNERS/ VENDORS)**

**AND**

**SGM BUILDERS PVT. LTD. & OTHERS**




**(DEVELOPERS/ PURCHASERS)**

**A G R E E M E N T**



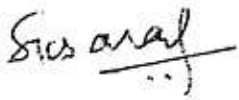









**B.M. Bagaria & Co.**  
Solicitors & Advocates  
6, Old Post Office Street  
Kolkata – 700 001

**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the A.R.A. - I KOLKATA, District- Kolkata**  
**Signature / LTI Sheet of Serial No. 09105 / 2013, Deed No. (Book - I , 09598/2013)**

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Arvind Kumar Saraf 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020	 05/10/2013	 LTI 05/10/2013	 05/10/2013

II . Signature of the person(s) admitting the Execution at Office.



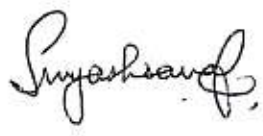



Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Santosh Kumar Saraf Address -2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020	Self	 05/10/2013	 LTI 05/10/2013	
2	Arvind Kumar Saraf Address -2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020	Self	 05/10/2013	 LTI 05/10/2013	
3	Ashok Saraf Address -2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020	Self	 05/10/2013	 LTI 05/10/2013	
4	Suhel Saraf Address -2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020	Self	 05/10/2013	 LTI 05/10/2013	



(Ashim Kumar Ghosh)  
**ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA**  
**Office of the A.R.A. - I KOLKATA**

**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the A.R.A. - I KOLKATA, District- Kolkata**  
**Signature / LTI Sheet of Serial No. 09105 / 2013, Deed No. (Book - I , 09598/2013)**


II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Suyash Saraf Address -2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020	Self	 05/10/2013	 LTI 05/10/2013	
6	Rakesh Kumar Chamria Address -193/2, Mahatma Gandhi Road., Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, Pin :-700007	Self	 05/10/2013	 LTI 05/10/2013	

**Name of Identifier of above Person(s)**

Sukhendu Kr. Samanta  
2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore,  
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020

**Signature of Identifier with Date**

 5/10/13



(Ashim Kumar Ghosh)

**ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA**  
**Office of the A.R.A. - I KOLKATA**





**Government Of West Bengal**  
**Office Of the A.R.A. - I KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 09598 of 2013**  
**(Serial No. 09105 of 2013 and Query No. 1901L000024125 of 2013)**

**On 05/10/2013**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 5, 5(f) of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash

Rs. 101.00/-, on 05/10/2013

( Under Article : ,E = 21/- ,I = 55/- ,M(a) = 21/- ,M(b) = 4/- on 05/10/2013 )

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-163,24,53,296/-

Certified that the required stamp duty of this document is Rs.- 75020 /- and the Stamp duty paid as: Impresive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty Rs. 75020/- is paid , by the draft number 414895, Draft Date 05/10/2013, Bank : State Bank of India, LA MARTINIERE, received on 05/10/2013

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 11.26 hrs on :05/10/2013, at the Office of the A.R.A. - I KOLKATA by Arvind Kumar Saraf , one of the Executants.

**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 05/10/2013 by

1. Santosh Kumar Saraf  
Director, M/ S, Metflow Corporation Pvt. Ltd., 158 A, Picnic Garden Road, Kolkata, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039.  
, By Profession : Others
2. Arvind Kumar Saraf  
Director, M/ S. Wellmet ( Calcutta) Pvt. Ltd., 158 A, Picnic Garden Road, Kolkata, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039.  
, By Profession : Others



( Ashim Kumar Ghosh )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



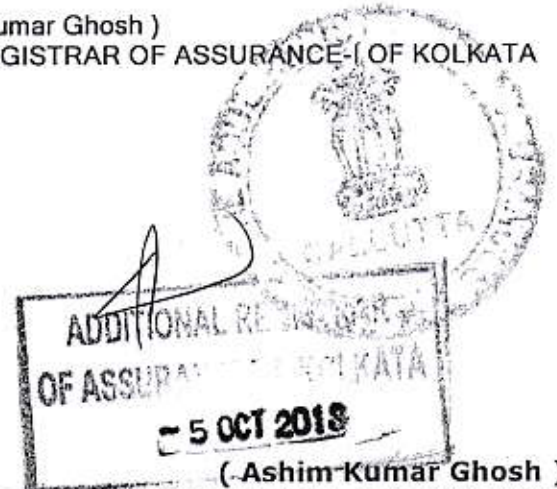


**Government Of West Bengal**  
**Office Of the A.R.A. - I KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 09598 of 2013**  
**(Serial No. 09105 of 2013 and Query No. 1901L000024125 of 2013)**

3. Ashok Saraf  
Director, S G M Builders Pvt. Ltd, 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.  
  
Director, Nari Overseas Pvt. Ltd, 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.  
  
Director, G. D. Properties Pvt. Ltd, 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.  
  
Director, Flexwell Commerce Pvt. Ltd, 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.  
  
Director, Spectrum Sales Promotion Pvt. Ltd, 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.  
  
Director, Bengo Sales Pvt. Ltd, 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.  
, By Profession : Others
4. Suhel Saraf  
Director, Rajputana Supply Pvt. Ltd, 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.  
, By Profession : Others
5. Suyash Saraf  
Director, Brightways Merchants Pvt. Ltd., 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.  
, By Profession : Others
6. Rakesh Kumar Chamria  
Director, Pleasant Niryat Pvt. Ltd, 193/2, Mahatma Gandhi Road., Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, Pin :-700007.  
, By Profession : Others  
  
Identified By Sukhendu Kr. Samanta, son of Sahadeb Samanta, 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020, By Caste: Hindu, By Profession: Service.

( Ashim Kumar Ghosh )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(-Ashim Kumar Ghosh )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 18  
Page from 8152 to 8176  
being No 09598 for the year 2013.



*[Handwritten signature]*

(Dinabandhu Roy) 07-October-2013  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
Office of the A.R.A. - I KOLKATA  
West Bengal