



M 861734

अद्वितीय पश्चिम बंगाल WEST BENGAL

THIS AGREEMENT made this 11th day of May Two Thousand Eleven BETWEEN (1) ✓ SANKET VINCOM PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at 2/6 Serat Bose Road, 2nd floor, Room No. 203, Kolkata - 700020, and represented by one of its Directors Anit Agarwal (2) ANCHOR VINCOM PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at 1, Sarojini Naidu Sarani, 7th Floor, Kolkata-700017, and represented by one of its Directors Dilip Ghosh (3) BOILER TRADELINK PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at 5/1A Hungerford Street, 2nd floor, Kolkata-700017, and represented by one of its Directors Sailesh Nahata (4) AWARD TRADELINK PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at 1, Sarojini Naidu Sarani, 7th floor, Kolkata-700017, and represented by one of its Directors Dipankar Shome (5) COMPASS TRADELINK PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at Express Tower, 4th Floor, 2A Shakespore Sarani, Kolkata-700017, and represented by one of its Directors Jay Dutta Choudhury (6) CAMPUS VINCOM PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at 5/1A Hungerford Street, 2nd floor, Kolkata-700017, and represented by one of its Directors Puskar Basu.

W

90 / 701VHS / 2011-12-11 11:11:11
 SANKET VINCOM PRIVATE LIMITED
 2/6 Serat Bose Road
 Kolkata - 700020
 Anit Agarwal
 Director
 11/05/2011

(ii) **BUILDING OR BUILDINGS** shall mean the new residential building or buildings proposed to be constructed at the said premises.

(iii) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas, installations and facilities in and for the premises and expressed by the parties hereto for common use and enjoyment of the owners and occupiers of the flats / units in the building **BUT** shall not include the car parking spaces, roofs/terraces at different floor levels attached to any particular flat or flats and other open and covered spaces at the Premises and the Building which the parties hereto may from time to time express or intend not to be so included in the common areas and installations, all of which the parties hereto may retain unto themselves and use or permit to be used for such purposes as the parties hereto may in their absolute discretion deem fit and proper and the parties hereto shall have the absolute right to deal with the same.

(iv) **UNITS** shall mean the independent and self-contained flats and/or units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the Car Parking Spaces and/or roofs and/or terraces, if any, attached to the respective flats and also the proportionate undivided share in the land comprised in the premises and in the common areas and installations, attributable thereto.

(v) **PARKING SPACES** shall mean covered car parking spaces in or portions of the Ground Floor/s and Basement/s, if any, of the Building at the premises and also the open car parking spaces in the open compound at the ground level of the premises and also the multi-level car parking (MLCP) at any portion of the said Premises, as expressed or intended by the parties hereto at their sole discretion for parking of motor cars.

B. The Parties hereto of the First Part and the Party hereto of the Second Part are jointly seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to **ALL THAT** the said Premises, each having specific independent and distinct undivided share therein.

C. Plan for construction of the Building at the said Premises is to be prepared for submission to The Kolkata Municipal Corporation for sanction.

D. The Parties hereto of the First Part have expressed their unwillingness to contribute, take part and/or join in the construction of the building at the said Premises, and have on the contrary proposed to the Party hereto of the Second Part that the Party hereto of the Second Part pursue the matter with regard to sanction and undertaking the work of development of the said premises on its own accord and at its own costs and expenses without any involvement of the Parties hereto of the First Part and thereafter to provide to

(7) **VISIONAGE COMMERCIAL PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at 1, Sarojini Naidu Sarani, 7th Floor, Kolkata-700017, and represented by one of its Directors Rohit Singhania (9) **MONOGRAM TRADELINK PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at 2/6 Sarat Bose Road, 2nd floor, Room No. 203, Kolkata - 700020, and represented by one of its Directors Vikash Agarwal (9) **MICROGRAPH VINIMAY PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at Express Tower, 4th Floor, 42A Shakespeare Sarani, Kolkata-700017, and represented by one of its Directors Vivek Kumar Sharma (10) **ACE TOWNSHIP PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at 1, Sarojini Naidu Sarani, 7th Floor, Kolkata-700017, and represented by one of its Directors Rohit Singhania (11) **SANNET TRADECOM PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at 7, Ironside Road, Kolkata - 700019, and represented by one of its Directors Kaustav Sengupta (12) **NAMASKAR VYAPAAR PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at 1, Sarojini Naidu Sarani, 7th Floor, Kolkata-700017, and represented by one of its Directors Harish Kumar Singhania (13) **NIGHTANGLE TRADERS PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at Express Tower, 4th Floor, 42A Shakespeare Sarani, Kolkata-700017, and represented by one of its Directors Ashish Kanti Ghosh (14) **PANCHAMUKHI TRADECOM PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at 2/6 Sarat Bose Road, 2nd floor, Room No. 203, Kolkata-700020, and represented by one of its Directors Amit Agarwal and (15) **GOPIKA PROJECTS PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at 1, Sarojini Naidu Sarani, 7th Floor, Kolkata-700017, and represented by one of its Directors Harish Kumar Singhania all hereinafter collectively referred to as "the **PARTIES HERETO OF THE FIRST PART**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **ONE PART AND HARMONY VINIMAY PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at Express Tower, 4th Floor, 42A Shakespeare Sarani, Kolkata-700017, and represented by one of its Directors Sridhar Basu, hereinafter referred to as "the **PARTY HERETO OF THE SECOND PART**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office and/or assigns) of the **OTHER PART**:

WHEREAS:

A. **DEFINITIONS** : Unless, in this agreement, there be something contrary or repugnant to the subject or context:

(i) **PREMISES** shall mean the land comprised in and situate at and being Premises No.6 Tangra 2nd Lane and Premises No.67 Christopher Road (both adjacent to each other and proposed to be amalgamated), Police Station Tangra, Kolkata 700046.

3.2. The Areas of the Parties hereto of the First Part is hereinafter for the sake of brevity referred to as "the **First Parties' Allocation**" and flats and car parking rights / spaces to be provided to the Parties hereto of the First Part shall be identified by the parties hereto immediately after the sanction of the plan. In case of variation in the area of the Flats and the number of parking spaces, the same shall be adjusted and/or accounted for at such rate as be mutually agreed upon.

3.3. Subject to the provisions of Clause 3.4 and 3.4.1 hereinafter, each party shall be entitled to realise and appropriate all sale proceeds realised from sale, transfer and disposal of their respective allocations (i.e. the First Parties for the First Parties' Allocation and the Second Party for the remaining saleable areas, parking spaces etc.).

3.4. The Party hereto of the Second Part shall be entitled to collect from the Parties hereto of the First Part and/or their respective prospective transferees (if the First Parties' Allocation or any part thereof is transferred or agreed to be transferred by the First Parties or any of them) all additional charges, expenses and/or deposits including for corpus deposit, formation of the Maintenance Company, common expenses, municipal taxes, supply of electricity, purchase and installation of generator and transformer and allied equipments, electric and water supply connections, legal fees, additional work and amenities that may be provided, charges, out pocket expenses and fees payable for changes / regularization / completion under the Building Rules, if applicable. All these amounts shall chargeable on similar basis as the Party hereto of the Second Part shall charge from the prospective transferees of the areas / allocation belonging to the Second Party.

3.4.1. Further, the Parties hereto of the First Part and/or their respective prospective transferees (if the First Parties' Allocation or any part thereof is transferred or agreed to be transferred by the First Parties or any of them) shall pay to the Party hereto of the Second Part for the First Parties' Allocation the Works Contract (Sales) Tax, Service Tax, Vat and other government taxes duties levies and impositions, as applicable from time to time.

3.5. In case the Parties hereto of the First Part or any of them so desire or otherwise depending on the circumstances, the Parties hereto of the First Part, instead of being allotted flats and car parking spaces as aforesaid, shall be entitled to the sale proceeds for their respective areas and in such event the Party hereto of the Second Part shall pay / make over / reimburse such sale proceeds to the Parties hereto of the First Part individually and respectively.

4. With the object and intent that the development and construction at the said Premises is carried out smoothly by the Party hereto of the Second Part, and to avoid undue delay and indiscipline of the Parties hereto of the First Part, it has been mutually been agreed inter se amongst the Parties as follows:

- (i) That the Party hereto of the Second Part shall be solely and absolutely entitled and duly authorised to look after, manage, control and complete the work of development and construction at the said Premises and do all acts deeds and things

the Parties hereto of the First Part individually and severally, certain areas in the new building and/or the sale proceeds thereof, as the circumstances may permit, and after prolonged and protracted negotiations and deliberations, the Party hereto of the Second Part finally agreed to the proposal of the Parties hereto of the First Part and accordingly the parties hereto agreed upon certain terms and conditions which they desire to record into writing as hereinafter contained.

NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES as follows:

1. This agreement is being entered into by and between the parties hereto due to the Parties hereto of the First Part having expressed their unwillingness to contribute, take part and/or join in with regard to construction of the building at the said Premises, which shall be carried out by the Party hereto of the Second Part or its own, and to facilitate the Party hereto of the Second Part in development work and co-construction of Building/s at the said Premises smoothly with less complexities and without divergence of ideas and conflict in management and undue delay.

2. With effect from the date hereof, the Party hereto of the Second Part shall be at liberty to pursue the matters with regard to sanctioning of this plan and to construct, develop and commercially exploit the said Premises at its own costs and expenses and to own use hold possess enjoy transfer deal with and/or otherwise dispose of the same or agree to do so in such manner and on such terms and conditions as the Party hereto of the Second Part may in its absolute discretion deem fit and proper and appropriate all sale proceeds and other proceeds realised therefrom without any interference or obstruction or objection or involvement of the Parties hereto of the First Part **Subject To** the Party hereto of the Second Part providing to each of the Parties hereto of the First Part certain areas in the new building and/or the sale proceeds thereof, as the circumstances may permit, as hereinafter contained.

3. Upon development and completion of construction of the building at the said Premises, the Party hereto of the Second Part shall provide to each of the Parties hereto of the First Part **3.4375%** of the total saleable areas and parking spaces in the new building/s to be constructed at the said Premises (i.e. an aggregate of **51.5625%** for all the Parties hereto of the First Part collectively), with proportionate share in the land of the said Premises and the Common Areas and Installations in the same manner as the purchasers of other flats / units shall be provided and the Parties hereto of the First Part agree to accept and receive the same without damur. The remaining **48.4375%** of the total saleable areas and parking spaces in the new building/s to be constructed at the said Premises shall belong to the Party hereto of the Second Part to the exclusion of the Parties hereto of the First Part.

3.1. The said **3.4375%** has been arrived on the basis that each of the Parties hereto of the First Part shall be entitled to **55%** of their actual entitlement that they would have normally received had they contributed equally in the development.

interest thereon, without making the Parties hereto of the First Part liable therefor in any manner.

7. The Party hereto of the Second Part shall be entitled to appear and represent on behalf of the Parties hereto of the First Part in writing orally and make representations before all authorities, financial institutions, municipal authorities, urban land authorities, Government Departments, Income-tax Authorities and other statutory bodies in connection with the matters of the said Premises and development thereof and sanction, alteration and/or modification of the plan as be sanctioned and the construction of the Building to be constructed at the said premises and for this purpose to sign verify and declare and deliver all documents, deeds, indemnities, charges, mortgages, bonds, promissory notes, negotiable instruments and all other kinds of securities as shall be prudent and necessary and reasonable in the absolute decision of the Party hereto of the Second Part.

8. It is agreed that the Party hereto of the Second Part shall be entitled to create mortgage or charge of any other type on the said Premises and also keep the same as collateral security with the Bank or Financial Institutions or else, including the share of the Parties hereto of the First Part.

9. It is agreed that the party hereto of the Second Part shall also be entitled to get Insurance/Policy/Coverage against such risks and damages and losses as shall be decided by the Party hereto of the Second Part and for the said purpose, it shall be entitled to sign all proposal forms, claims, correspondences and enforce all claims by initiating actions against the Insurance and receive insurance claims by Cheques or Pay Orders in the name of only the Party hereto of the Second Part.

10. All receipts issued by the Party hereto of the Second Part for self and on behalf of the Parties hereto of the First Part shall fully discharge and exonerate the persons or persons paying all or any sums of money to the Party hereto of the Second Part for self and on behalf of the Parties hereto of the First Part.

11. Inasmuch as all powers and authorities with regard to development and construction vests in the Party hereto of the Second Part, the Parties hereto of the First Part shall not be responsible for construction and promotion of the Building and all constructions, which shall be at the risk of all the Party hereto of the Second Part.

12. It is agreed that the party hereto of the Second Part shall be entitled to sign and register all deeds and documents that shall be made, done and executed by the Party hereto of the Second Part for itself and also on behalf of the Parties hereto of the First Part.

13. The Parties hereto of the First Part do hereby also undertake to sign all necessary, deeds, documents, letters, powers, authorities, applications, proposals, guarantees, mortgages and indemnities, charges, promissory notes, letters of undertaking, confirmation of accounts, negotiable instruments as shall be necessary from time to time notwithstanding the aforesaid agreements and contents hereof.

as may be required therefor without any further reference to the Parties hereto of the First Part and the consent of the Parties hereto of the First Part shall be deemed to have been given by these presents itself.

(i) That Party hereto of the Second Part shall also be solely and absolutely entitled and duly authorised to register itself alone as the Promoter of the building at the said Premises under The West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 as modified from time to time.

(ii) That all finance required for development and construction at the said Premises shall be incurred by the Party hereto of the Second Part and for that to arrange for self and on behalf of the Parties hereto of the First Part all required funds by borrowing either from banks, financial institutions or private resources.

4.1. For all or any of the purposes mentioned in sub-clauses of Clause 4 hereinabove, the Parties hereto of the First Part do and each of them doth hereby irrevocably appoint, authorise nominate constitute and empower the Party hereto of the Second Part as their true and lawful agent and attorney and in case any further powers or authorities are required by the Party hereto of the Second Part for the purposes aforesaid, the Parties hereto of the First Part agree to grant such powers and authorities as may from time to time be required by Party hereto of the Second Part.

4.2. Further, as and when required by the Party hereto of the Second Part, the Parties hereto of the First Part shall grant power(s) of attorney to the Party hereto of the Second Part and/or its nominee(s) to sell transfer and/or otherwise dispose off the Saleable Spaces and other spaces areas rights and benefits at the said Premises (including land comprised therein) and to sign execute and register all agreements, sale deeds and other deeds documents writings instruments and all purposes connected therewith;

5. The original of the plan upon being sanctioned as also all title deeds and other papers and documents relating to the said Premises shall be retained by and/or kept in custody of the Party hereto of the Second Part and Party hereto of the Second Part unless prevented by fire or some other irresistible force or accident shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Parties hereto of the First Part produce or cause to be produced to them or to their attorneys or agents before or at any trial, examination or commission for inspection or otherwise as occasion shall require the plan as be sanctioned and the title deeds and also shall at the like request and cost deliver to the Parties hereto of the First Part such attested or other copies or extracts therefrom as they may require and will in the meantime unless prevented as aforesaid keep the same safe unobiterated and uncancelled.

6. The Party hereto of the Second Part shall act for itself and on behalf of the Parties hereto of the First Part and have full irrevocable authority to take loans and financial assistance (including by mortgaging / charging the said Premises, including the share of the Parties hereto of the First Part) and incur all expenses that may be necessary for development and construction of the Building at the said Premises and repay the loans and

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first abovewritten.

SIGNED SEALED AND DELIVERED by the
withnamed PARTIES HERETO OF THE FIRST
PART at Kolkata in the presence of:

WITNESS TO ALL SIGNATORY.

1. *Siddhanta Das*
135, Becha Para Lane,
Kolkata - 700077.
2. *Anil Debnath*
1, Saigim Naidi Bazar,
Kolkata - 700017.

For *Sauzax Vincon Pvt. Ltd.*
Director/*Authorized Signatory*

For Anchor Vincon Pvt. Ltd.
Director
Siddhanta Das

For *Bolazo Tradabank Pvt. Ltd.*
Director/*Authorized Signatory*
Siddhanta Das

ANAND TRADE LINK PVT. LTD.

Director
Anand

For *Champas Tradabank Pvt. Ltd.*
Director
Champas

For *Campan Vincon Pvt. Ltd.*
Director/*Authorized Signatory*
Campan

For *VISIONARE COMMERCIAL PVT. LTD.*
Director
Visionare

For *Managana Tradabank P. Ltd.*
Director/*Authorized Signatory*
Managana

For *Micrograph Vintary Pvt. Ltd.*
Director
Micrograph

For *ACE TOWNSHIP PVT. LTD.*
DIRECTOR
ACE

14. The Party hereto of the Second Part shall maintain accounts of all dealings of business and amounts and maintain Books of Accounts without being subjected to verification by the Parties hereto of the First Part.

15. The Parties hereto of the First Part shall not in any manner cause any objection or construction of the new Building/s nor the Parties hereto of the First Part shall at any time hereafter do or omit to be done anything whereby the construction or development of the new Building/s at the said Premises or the transfer of the Building and the Premises, or the flats, units, parking spaces etc., are in any way interrupted or hindered or impeded with, nor the Parties hereto of the First Part shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Parties hereto of the First Part or because of any act or omission or commission on the part of the Parties hereto of the First Part, the Parties hereto of the Second Part is restrained from constructing and completing the construction of the new Building/s or any part thereof and/or transferring and disposing of the flats, units, parking spaces etc., therein, then and in that event without prejudice to such other rights the Party hereto of the Second Part may have, the Parties hereto of the First Part, jointly and/or severally (as applicable) shall be liable to compensate and also indemnify the Party hereto of the Second Part for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Party hereto of the Second Part, which shall be determined by the Architect for the Project and the Parties hereto of the First Part agree that the damages, costs, claims and demands so determine by the Architect shall be final conclusive and binding on the parties.

16. This instrument is not a partnership nor an Association Of Persons nor a joint venture nor a partition but it is an agreement between the same co-owners, constituting the Parties hereto of the First Part and the Party hereto of the Second Part, for the purpose of facilitating and making easy the task of implementing, fulfilling, performing and carrying out the intentions for observing and performing without complexities of views and decisions and without delay of arranging presence and decision of all parties and also to enable the Parties hereto of the First Part from taking and/or incurring any liability and this arrangement is only relating to the said premises and the rights and interest of the parties hereto therein.

17. In all matters, the decision of the Party hereto of the Second Part shall be final, and binding on all Parties hereto of the First Part and shall be conclusive.

For Sankar Traders Pvt. Ltd.

[Signature]

Director/Authorized Signatory

For MAHARAJA WELFARE PVT. LTD

[Signature]

Director

For Nighanjo Traders Pvt. Ltd.

[Signature]

Director

Panchamudi Traders Pvt. Ltd

[Signature]

Director/Authorized Signatory

GOPKA PROJECTS PVT. LTD.

[Signature]

Director

For HARSHAR WELFARE PVT. LTD.

[Signature]

Director

WITNESS TO ALL SIGNATURES.

1. *[Signature]*
156, Bedia Lane, New
Kolkata - 700077.

2. Anil Dey
1, Sarojini Nagar, Sec-2
Kolkata - 700019.

SIGNED SEALED AND DELIVERED by the
withnamed **PARTY HERETO OF THE SECOND**
PART at Kolkata in the presence of:

Anil Kumar
29/3, Regent Colony
Kolkata - 700040