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Certified that the document is admitted to registration. The signature sheets and the endroesment sheets attached with this document are the part of this document.

JPC

[Signature]
 District Sub-Registrar-V
 Alipore, South 24 Parganas

15.03.18
 22.03.18

DEVELOPMENT AGREEMENT

This Agreement made on this the 15th day of March, 2018

BETWEEN

Sony Riscion Private Limited
[Signature]
 Authorized Signatory

1) **SAMASTH INFOTAINMENT PRIVATE LIMITED**, (CIN NO. U74900WB2009PTC135363) / (PAN NO. AANCS1174R) a private limited company registered under Companies Act, 1956, represented by Mrs. Sangita Mukherjee (PAN NO. ADLPM8453D), Authorised Representative, having Registered Office at Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector - V, Salt Lake Electronics Complex, Kolkata - 700091, P.S. Electronics Complex hereinafter referred to as 'SAMASTH' which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, legal representatives, nominees and assigns) **AND SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED** (CIN NO. U32109WB1979PLC031942) / (PAN NO. AAEC54335F) a public limited company registered under Companies Act, 1956, represented by Mr. Sanjoy Kumar Ghosh (PAN NO. ADPPG41571), Managing Director, having Registered Office at Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector - V, Salt Lake Electronics Complex, Kolkata - 700091, P.S. Electronics Complex, hereinafter referred to as 'TELECOM' which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, legal representatives, nominees and assigns) **AND SIMOCO SYSTEMS AND INFRASTRUCTURE SOLUTIONS LIMITED** (CIN:U72200WB2007PLC115201) / (PAN NO. AAXCS8592A) a public limited company registered under Companies Act, 1956, represented by Mr. Alope Kumar Das (PAN NO. AFIPD6357G), Authorised Representative, having Registered Office at Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector - V, Salt Lake Electronics Complex, Kolkata - 700091, P.S. Electronics Complex hereinafter referred to as 'SIMOCO SYSTEMS' which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, legal representatives, nominees and assigns) **ALL PARTIES (LAND OWNER) of the FIRST PART;**

AND

2) **SANJOY REALCON PRIVATE LIMITED** (formerly SANJOY BEVERAGES PRIVATE LIMITED) (CIN NO. U51224WB2003PTC096406) / (PAN NO. AAICS0349H) a private limited company registered under Companies Act, 1956, represented by Mr. Rupam Dey (PAN NO. AIFPDS973Q), Director, having Registered Office at Sugandhya More, Delhi Road (NH-2 Bye Pass), P.O.-Sugandhya, P.S.-Polba, District-Hooghly, PIN Code -712102, hereinafter referred to as 'SRPL' which term or expression shall unless excluded by or repugnant to

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the subject or context be deemed to mean and include its successors-in-interest, legal representatives, nominees and assigns) as DEVELOPER of the SECOND PART;

WHEREAS

- A. The terms in these presents shall, unless they are contrary or repugnant to the subject or context, mean and include the following:
- A.1 'THE PREMISES/PROPERTY/LAND' shall mean ALL THAT piece and parcel of land which SAMASTH INFOTAINMENT PRIVATE LIMITED / SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED / SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED sole and absolute owners of all that pieces and parcel of land described in the First Schedule under Parts I, II and III all situate at Mouza Satuli, J.L. No. 49, L.R. Khatian Nos 2129, 2166 and 2175 R.S. Dag Nos. 1367, 1366, 1359, 1360, 1361, 1362, 2246, 1363, 1364, 1365, 1422, 1369, 1370, 1368, P.S. Kashipur (formerly Bhangar), P.O Pithapukur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded with the Office of the BL&RO Bhangar in State of West Bengal. The owners herein are desirous of developing all that premises including existing structures thereon by constructing and/or raising new building/s thereon for low cost budget housing project, wherever the context permits.
- A.2 'THE PROJECT' shall mean the work of development and commercial exploitation undertaken by SANJOY REALCON PRIVATE LIMITED on the land to be provided by SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED for the Project in pursuance hereof from inception to development and completion of 'Proposed 11 Nos. 1BHK (G+4) Storied Residential Buildings' in the Project on the land, provided by SAMASTH, TELECOM and SIMOCO SYSTEMS and possession of the units in the Project which are to be handed over to the Flat / Unit Owners by execution of Deed(s) of Conveyance / Transfer executed and registered in favour of the Flat / Unit Owners by SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED respectively in the new buildings.
- A.3 'NEW BUILDINGS' shall mean the buildings and other constructions and structures to be constructed on the said PREMISES / PROPERTY / LAND by SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO

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SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED and / or its nominees in pursuance hereof.

- A.4 'APPROVALS' shall mean all approvals, consents, permissions, sanctions and no objections which may be required to be obtained from any authority, body or functionary under the applicable laws relating to THE PROJECT including development, construction, utility connection, amenities and other works to be taken up therein.
- A.5 'GRAM PANCHAYAT' shall mean Bhagwanpur Gram Panchayat and its different departments and offices and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and / or revise the Plan.
- A.6 'PLAN / PLANS' shall mean the sanctioned plan for the new PROJECT and approved by concerned authorities and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations / modifications therein, if any, as well as all revisions, renewals and extensions thereof, if any.
- A.7 'ARCHITECT(S)' shall mean such architect(s) who is / are from time to time appointed as Architect(s) for the low budget housing project.
- A.8 'COVERED AREA' shall mean entire covered area as may be sanctioned by concerned authorities and shall include plinth area of the units, including plinth area of the bathrooms, balconies and terraces, if any, appurtenant thereto and also thickness of the wall (external and internal) and pillars and areas of Common Portions provided that if any wall be common between 2 (two) units, than $\frac{1}{2}$ (one half) of the area under such wall shall be included in each such unit.
- A.9 'FORCE MAJEURE' shall include natural calamities, Acts of God, floods, earthquakes, riots, wars, storms, tempests, fire, civil commotions, civil wars, air raids, strikes, lock-outs, transport strikes, notices or prohibitory orders from Municipality or any other statutory body or any Court, Government regulations, new and / or changes in Municipal or other rules, laws or policies affecting or likely to affect the Project, shortage of essential commodities and / or circumstances beyond the control of SANJOY REALCON PRIVATE LIMITED.
- A.10 'COMMON PORTION' shall mean such common areas, facilities and installations in the Project like staircases, landings, lobbies, lifts, passages, boundary walls, common toilet on

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- the ground floor, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations as may be decided or provided.
- A.11 'COMMON EXPENSES' shall include all expenses for management, maintenance and upkeep of New Buildings, Common Portions therein and the said Property and expenses for Common purposes.
- A.12 'COMMON PURPOSES' shall include the purpose of maintaining and managing the Project, the New Buildings and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.
- A.13 'DEVELOPER' shall mean SANJOY REALCON PRIVATE LIMITED or its nominee(s) who shall economically exploit the Land acquired / to be acquired and provided for the Project by SAMASTH, TELECOM and SIMOCO SYSTEMS apart from development of it's own land in the Project.
- A.14 DEVELOPER'S AREA shall mean ALL THAT the total area developed on PREMISES / PROPERTY / LAND acquired / to be acquired and provided by SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED for the Project other than the allocation of SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED with proportionate share in the land attribute thereto and together with the undivided proportionate share in all common areas and facilities more fully and particularly described in the SECOND SCHEDULE HEREUNDER. SAMASTH INFOTAINMENT PRIVATE LIMITED's allocation with undivided proportionate share in the PREMISES / LAND / PROPERTY acquired / to be acquired and provided for the Project more fully and particularly described in the Part I of the SECOND SCHEDULE hereunder written. SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED's allocation with undivided proportionate share in the PREMISES / LAND / PROPERTY acquired / to be acquired and provided for the Project more fully and particularly described in the Part II of the SECOND SCHEDULE hereunder written.

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SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED's allocation with undivided proportionate share in the PREMISES / LAND / PROPERTY acquired / to be acquired and provided for the Project more fully and particularly described in Part III of the SECOND SCHEDULE hereunder written.

- A.15 'PARKING SPACE' shall mean space on the ground floor of project as also in the open space surrounding the Project that shall be marked for car parking.
- A.16 'PROPORTIONATE' with all its cognate variations shall mean such ratio, covered area of any Flat(s) / Unit(s) be in relation to the covered area of all Units in the new buildings.
- A.17 'UNIT' shall mean any flat or other covered area in the New Buildings, which is capable of being exclusively owned, used and enjoyed by any Flat / Unit Owner which shall be of:
1 (One) Bedroom with 1 (One) Living Room- Dining Room, 1 (One) Toilet, 1 (One) Verandah admeasuring 434 (Four Hundred Thirty Four) Sq.Ft., with Parking Space for Two Wheeler admeasuring 33.62 (Thirty Three point Sixty Two) Sq.Ft. each as per plan mentioned in the SECOND SCHEDULE hereunder.
- A.18 'UNIT OWNERS' shall according to its context, mean all persons who acquire and own different Flats / Units in the project including SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED in respect of such Flats / Units as may be retained by them respectively from time to time.
- A.19 'MASCULINE GENDER' shall include the feminine and neuter gender and vice versa and singular shall include the plural and vice versa.
- B. SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED confirm having represented to each other as follows:
- B.1 SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED are responsible for arranging the PREMISES / PROPERTY / LAND more fully described in the FIRST SCHEDULE under Parts I, II and III and the PREMISES / PROPERTY / LAND shall be free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licences, occupancy rights, bargardars, trusts, debutter, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and fis pendens whatsoever.

- B.2 SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED have not provided land in excess of the ceiling limit and / or excess vacant land in the said PREMISES / PROPERTY / LAND and / or no part of the said PREMISES / PROPERTY / LAND shall be vested or acquired or resumed under the West Bengal Estates Acquisition Act, 1953, the West Bengal Land Reforms Act, 1955, the Urban Land (Ceiling and Regulation) Act, 1976 and / or any other law.
- C. The representations of SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED mentioned hereinabove are hereinafter collectively called "the said Representations" and SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED confirm that the said Representations are all true and correct.
- C.1 SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED have represented to each other that they are desirous of developing the PREMISES / PROPERTY / LAND acquired / to be acquired, detail of which is more fully given in Parts I, II and III of the FIRST SCHEDULE.
- C.2 SANJOY REALCON PRIVATE LIMITED has represented that they possess requisite expertise and / or resources to construct/develop the said BUILDINGS/PREMISES / PROPERTY acquired / to be acquired and provided and SANJOY REALCON PRIVATE LIMITED represented to SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED that it has know-how, manpower, machines under its control and offered to take the PREMISES / PROPERTY / LAND for development and build low cost housing project by arranging finance for the said PROJECT and SAMASTH INFOTAINMENT PRIVATE LIMITED, SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED and SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED agreed amongst themselves that they are responsible to provide land for the Project to SANJOY REALCON PRIVATE LIMITED for the low cost housing project by each of the parties to this Agreement on the terms and conditions mentioned below.

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- C.3 SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED has represented that they have the expertise and manpower to construct building(s) and market and sell Flats / Units to be constructed in the PROJECT and SAMASTH INFOTAINMENT PRIVATE LIMITED and SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED agreed to use the resource and expertise of SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED to construct and sell the FLATS / UNITS in the PROJECT and SAMASTH INFOTAINMENT PRIVATE LIMITED and SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED shall pay cost for construction and fees for marketing and selling the Flats / Units hereinafter stated, on the value of each Flat / Unit exclusive of all applicable taxes, if any, to SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED for selling the same. SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED shall make its own plan for construction of buildings in the PROJECT and market and sell the FLATS / UNITS and SRPL as DEVELOPER of the Project shall nominate and provide all support to SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED to construct, sell and marketing.
- D. Relying on the said representations and believing the same to be true and correct and acting on good faith on the representations of each of the Parties SRPL has agreed to construct/develop the said PREMISES / PROPERTY / LAND on the terms and conditions recorded herein.

NOW, THEREFORE, in the premises aforesaid and mutual agreements and covenants contained in this Agreement and on good faith, each of the Parties hereto hereby agree as follows:

ARTICLE-I: DEFINITIONS

1. In this presents unless it be contrary and / or repugnant to the context have the following meaning:
- 'OWNERS' shall mean 1. SIMOCO TELECOM(PAN No. AAEC54335F),SIMOCO SYSTEMS(PAN No. AAKCS8592A),SAMASTH(PAN No. AANCS1174R) the company incorporated under provisions of the Companies Act, 1956 .
- 'DEVELOPER' shall mean SANJOY REALCON PVT.LTD.(PAN No. AAICS0349H), a Company incorporated under provisions of the Companies Act, 1956 .
- 'TITLE DEED' shall mean all the Deeds, Documents and Papers relating to the title of the said Premises.

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 Director

'PREMISES' shall mean ALL THAT piece and parcel of land which SAMASTH INFOTAINMENT PRIVATE LIMITED / SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED / SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED shall provide by acquisition for the PROJECT described in the First Schedule under Parts I, II and III all situate at Mouza Satuli, J.L. No. 49, L.R. Khatian Nos 2129, 2166 and 2175 R.S. Dag Nos. 1367, 1366, 1359, 1360, 1361, 1362, 2246, 1363, 1364, 1365, 1422, 1369, 1370, 1368, P.S. Kashipur (formerly Bhangar), P.O Pithapukur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded with the Office of the BL&LRO Bhangar in State of West Bengal and shall include existing structures thereon for construction of low cost budget housing project to be developed by SRPL thereon, wherever the context permits, more fully described in the FIRST SCHEDULE hereunder written.

'ARCHITECT' shall mean as shall and be appointed by the Developer, for the supervision of the construction of the proposed New Building at the said Premises.

'NEW BUILDINGS' shall mean All That the Multi Storied Building to be constructed at the said Premises in accordance with the drawings, plans and specification duly sanctioned by the Bhagwanpur Gram Panchayat subject to modification and / or addition and / or alteration as the case may be.

'BUILDING PLAN' shall mean drawings, plans and specification for the construction of the New Buildings duly sanctioned by the concerned authorities subject to modification and / or addition and / or alteration as the case may be.

'OWNERS SHARE' shall mean as stated more fully in the SECOND SCHEDULE hereto (hereinafter referred to as 'Owners Share / Owners Allocation').

'DEVELOPER'S SHARE' shall mean as stated more fully in the SECOND SCHEDULE hereto (hereinafter referred to as "Developer Share / Developer Allocation").

'COMMON AREAS, FACILITIES AND AMENITIES' shall mean all the common areas and installations to be comprised in the New Building and in the said Premises including corridors, hall ways, stairways, passage ways, common lavatories, pump and motor room, durwan's room, lobbies, lift, electric meter, pumps, passages, boundary walls, overhead tanks, underground reservoir etc. more fully described in the THIRD SCHEDULE HERETO (HEREINAFTER REFERRED TO AS 'Common Areas, Facilities and Amenities').

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'SALEABLE SPACE / SPACES' shall mean the space / spaces, flat/s, unit/s, residential space/s, shop room/s, car parking space/s or other covered and / or open area or areas in the New Building and / or in the said Premises available for the independent use and occupation after making due provisions for common facilities and amenities and the space require thereof.

'TRANSFER' with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what it understood as a transfer of flats/ units, car parking space and so on spaces in the New Building or at the said Premises to Purchaser/s.

'TRANSFEREES' shall mean the Purchaser/s to whom any Units / Flats, Car Parking space, Shop room etc. in the New Building or at the said Premises will be transferred by way of Sale.

'PURCHASER' shall mean and to be read as follows:-

- a) In case the Purchaser is an individual, the expression "Purchaser" shall mean and include his heirs, executors, administrations, successors legal representatives and permitted assigns;
- b) In case the Purchaser is a Company, the expression "Purchaser" shall mean and include such Company and its successors in office and / or its permitted assigns;
- c) In case the Purchaser is a Limited Liability Partnership, the expression "Purchaser" shall mean and include such Company and its successors in office and / or its permitted assigns;
- d) In case the Purchaser is a Partnership Firm, the expression "Purchaser" shall mean and include the Partners of such Partnership Firm and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns;
- e) In case the Purchaser is a Trust, the expression "Purchaser" shall mean and include the Trustee or Trustees for the time being of the relevant Trust and its Successor or Successors in Office and permitted assigns;
- f) In case the Purchaser is a Karta representing a Hindu Undivided Family, the expression "Purchaser" shall mean and include him as well as the other members of such Hindu Undivided Family and their respective heirs, successors, administrators, executors and assigns;

'CO-OWNERS' shall according to its context mean all the person who agreed to own Units / Flats / Spaces in the New Building and / or in the said Premises including the Developer for the Units/ Flats / Spaces not sold or agreed to be sold;

'AGREEMENT FOR SALE' SHALL MEAN THE Agreement between the Developer, Owners & the Purchaser/s and / or Nominator/s of the Purchaser/s by him as well as the subsequent understanding arrived at between the parties hereto for sale of the said Units / Flats / Spaces in the New Building or at the said Premises;

'COMMON PURPOSES' shall mean the purposes of managing and maintaining the New Building and the said Premises and in particular the collection and disbursement of the common expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the most beneficial use and enjoyment to their respective Units / Flats / Spaces exclusively and the said New Buildings and in particular the Common Portions in common, by the Co-owners;

'TOP ROOF' shall mean the respective uppermost roof, that is the roof over the top most floor which the Developer has constructed or shall be entitled to construct in the said New Building within the ambit of the said Building Plan/s;

'COVERED AREA' shall according to its context mean the plinth area of the said Units / Flats / Spaces or all the Units / Flats / Spaces in the said New Building including the bathroom and balconies or terrace attached to such Units / Flats / Spaces and also the thickness of the boundary walls, internal walls and pillars and also the proportionate share of the common areas and / or portions in the New Buildings PROVIDED THAT if any wall or pillar be common between two units then one-half of the area under such wall shall be included in each such Units / Flats / Spaces;

'DATE OF POSSESSION' shall mean either the 7th day from the date of issue of a notice intimating completion of the Allocations / Units / Flats by the Developer to the Purchaser/s / Owners and asking to take possession of the same;

'PROPORTIONATE OR PROPORTIONATELY' shall mean the proportion in which the covered area of any Units / Flats to be the covered area of all the Units / Flats in the said New Buildings provided that where it refers to the share of any rates and / or taxes amongst the common expenses or otherwise then such share of the whole shall be determined on the basis on which such rates and / or Taxes being respectively levied i.e. in case the basis of any levy be area rental income or user then the same

shall be shared on the basis of area rental income or user respectively of the respective Units / Flats of the Co-owners;

'UNITS / FLATS' shall mean any flat, unit, residential spaces or other covered and / or open areas / spaces in the New Buildings and / or at the said Premises which is capable of being exclusively owned, used and / or enjoyed by any Unit Owner and which is not a Common Portion;

'UNIT / FLAT OWNER' shall mean any person/s and / or purchaser who acquires, holds and / or owns any Unit / Flat or Car / Two-Wheeler Parking Space or both, in the said New Building and shall include the Owners and the Developer, for the Units / Flats or Car / Two-Wheeler Parking Space or both held by them, from time to time;

'CAR / TWO WHEELER PARK' shall mean the open and / or covered Four Wheeler Car / Two-Wheeler Parking Spaces in the ground floor;

'COMMON EXPENSES' shall mean and include all expenses to be incurred by the Units / Flats Owners for the management and maintenance of the New Building and / or the said Premises.

'OUTGOINGS' shall mean all rates, taxes, charges for the utilities including electricity charges and other outgoings in respect of the New Building and the said Premises;

'LAND' shall mean the total land comprised in the said Premises;

'GRAM PANCHAYAT' shall mean Bhagwanpur Gram Panchayat and its different departments and offices and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and / or revise the Plan.

'ASSOCIATION' shall mean the association of the Co-owners formed for the common purposes;

'ADVOCATE' shall mean as shall be appointed the Developer;

ARTICLE-II : COMMENCEMENT

2. This Agreement shall be deemed to have commenced on and with effect from the date of execution of this Agreement.

ARTICLE-III : OWNERS RIGHTS & REPRESENTATIONS

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3. The Owners herein is absolutely seized and possessed and / or otherwise well and sufficiently entitled to the said Premises free from all encumbrances, charges, liens, lispendens, trusts or attachments whatsoever or howsoever and has a clear marketable title thereof;

There is no suit or proceedings pending in any Court against the Owners herein concerning the Owner title and possession to the said Premises;

The Owners herein have not entered into any other Agreement for Sale, Development, Lease, Transfer and / or any type of Arrangements with any other person or persons for the development / sale / lease / mortgage of the said Premises;

The Developer is entering into this Agreement relying upon the aforesaid representation and / or assurances made by the Owner herein and acting on good faith thereon;

The Developer will be obliged to intimate the progress of the work and the works and any other development pertaining to the progress to the Owner herein from time to time;

The Owners herein will have every right to consult with the Architect of the Developer regarding the technical aspect of the plan and the New Buildings while executing the construction work;

The Owners herein do hereby hand over the original copy of its deeds and documents of title in respect of the said Premises to the Developer and the Developer shall refund the same to the Owners herein or to the Association to be formed, as the case may be after the completion of the sale of all the Saleable Space / Spaces in the said in the New Building and / or at the said Premises;

The Owners herein shall remain bound to sign and execute all the documents that may be required to give effect to the sale of all the Saleable Space / Spaces in the New Building and / or in the said Premises and shall be entitled to receive the Owners Share, in such manner as may be mutually decided and agreed by and between the Owners herein and the Developer and in terms of this Agreement;

The Owners shall be liable to sign and execute all the several deeds and documents that shall and / or may be reasonably required by the Developer for obtaining necessary permission/s, clearance/s and / or approvals from the concerned authorities for development of the said Premises in terms of this Agreement;

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The Owners and the Developer herein agreed that they shall execute such further Deeds and / or documents, if required, for more perfectly specifying their respective shares / allocations in the New Building and / or at the said Premises;

ARTICLE-IV : DEVELOPER'S RIGHTS, DUTIES & REPRESENTATIONS

4. The Owners herein hereby grants, subject to what has been hereunder provided, exclusive right to the Developer to construct build upon at the said Premises, the New Buildings, in accordance with drawings, plans and specification, sanctioned by the Bhagwanpur Gram Panchayat subject to modification and / or deviation and / or addition and / or alteration as the case may be and the Developer shall cause such changes to be made in the plans as the Architects may approve and / or shall be required by the concerned Authorities. All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanctions from the Bhagwanpur Gram Panchayat and / or from appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owners herein and the Owners herein shall sign and execute all such plans, applications, other papers and documents as and when necessary and all costs and expenses including Architect's fees charges and expenses required to be paid or deposited for development of the said Premises and also all costs and expenses required for obtaining modified Building Plan for the New Building from the Bhagwanpur Gram Panchayat and / or from any other competent authority, if required, shall entirely be borne and paid by the Developer;
- 4.1 The Developer shall have exclusive right to develop the said Premises and construct the New Building in the terms hereof and to deal with the same as per the terms and conditions as recited in this presents;
- 4.2 The Owners herein is entering into this agreement relying upon the aforesaid representation and / or assurances made by the Developer and acting on good faith thereon;
- 4.3 Immediately upon obtaining the vacant possession of the said Premises from the Owners herein the Developer shall be entitled to demolish the existing structures thereon and such demolition shall be made by the Developer entirely at its own costs and expenses and all salvage materials or debris arising there from shall absolutely

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- belong to the Developer. That upon completion of construction of the said New Building together with Common Areas, Facilities and Amenities, the Developer shall hand over the possession to the respective purchasers in regards to the saleable spaces purchased by them;
- 4.4 That upon selling away of the Saleable Space/Spaces in the New Building and / or in the said Premises and upon completing of all works in relation to development of the said Premises including water connection, sewerage connection, electric connection, registration of Conveyances in favour of all the Purchaser/s and after obtaining completion and / or occupancy certificate the Developer shall hand over the management, control and / or administration of the said New Building to the Association to be formed by the Owners of all the Saleable Space/Spaces in the said New Building and /or in the said Premises;
- 4.5 The Developer shall ensure that the New Buildings confirms to Class I standard building and made with the best available materials, and shall be mutually decided by and between the Owners and Developer in due course;
- 4.6 The Developer and the Owners herein shall be responsible to pay the maintenance charges, service charges, staff salary, electricity charges, insurance, repair charges etc. proportionately to the extent of their unsold Saleable Space / Spaces in the said in the New Building and / or in the said Premises or which they wants to retain;
- 4.7 Sanjoy Realcon Private Limited as Developer, shall have the authority to nominate Simoco Systems & Infrastructure Solutions Limited to construct at own cost building(s) in the project morefully mentioned in Parts I,II,III under the First Schedule and adjust the cost ,marketing fees from the sale price of the Flat(s)/Unit(s) and do such acts and deeds as may be deemed necessary for the Project to be completed successfully.

ARTICLE-V : CONSIDERATION

5. In consideration of the Owners herein having agreed to grant exclusive right to the Developer to develop the said Premises, the Developer has agreed to develop and construct the New Building at the said Premises together with all facilities and amenities entirely at its own costs and expenses and the Owners herein shall not be required to contribute any amounts and / or any sums towards such construction of the New Building in the said Premises whatsoever.

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- 5.1 The Developer shall, subject to Force Majeure and reasons beyond its control, construct by deployment of work force in the new buildings/project and complete the said construction work of the New Building/project within 48 (Fortyeight) months from the date of receiving the vacant possession of the said Premises, whichever is later and / or within such time as may be mutually agreed by and between the parties hereto (hereinafter referred to as 'the Term');
- 5.2 The Developer has agreed to make and shall remain bound to make and bear several necessary expenses for the purpose of development of the said Premises which are as follows:
- a) Entire costs, charges and expenses incurred for construction, erection and completion of the New Building at the said Premises and other spaces at the said in the New Building and / or at the said Premises;
 - b) Costs, charges and expenses on account of causing the modified Plan or Map prepared, if required, for the purpose of construction of the New Buildings and getting the same sanctioned from the Bhagwanpur Gram Panchayat or any other competent authority, as well as costs, charges and expenses on account of causing any other plan or map prepared for the purpose of obtaining sanction of Sewerage connection and Water connection, both to be sanctioned by Bhagwanpur Gram Panchayat and / or by any other authority;
 - c) Costs, charges and expenses required to be incurred for installation and running of the Lift having capacity to carry and also all cost for obtaining Sewerage connection and Water connection;
 - d) Fees payable to Architect and the Engineers as also fees payable to the Bhagwanpur Gram Panchayat and / or to any other authority;
 - e) Cost of supervision of construction of the said New Buildings and all amenities and facilities appertaining thereto;
 - f) The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said Premises and the said Passage accruing due as and from the date of obtaining vacant possession of the said Premises from the Owner herein;
 - g) All costs, charges and expenses required for obtaining Completion Certificate from Bhagwanpur Gram Panchayat and / or from other competent authorities.

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- h) The Developer shall take steps for providing electricity connection for the building(s) in the project site and shall be entitled to collect fees, charges and reimbursement from the intending buyers of the proportionate amount of total deposit and expenses as may be required for setting up transformer and sub-station and obtaining electricity connection(s) from electricity authority or otherwise and for installation of stand by diesel generator set and its running expenses.

ARTICLE-VI : POSSESSION AND DEALINGS OF EXISTING STRUCTURE

6. Subsequent to the execution of these presents the Owner herein shall make over the vacant and peaceful possession of the said Premises not later than 30 days from the date of execution of this presents, so that the Developer could proceed with the construction work uninterrupted for the Development of the said Premises in terms of this Agreement.

ARTICLE-VII : SHARE ALLOCATION

7. It has been expressly agreed by and between the parties hereto that the Owners herein shall only be entitled to receive the Owners Share, as given in Second Schedule, in terms of this presents.
- 7.1 The Developer shall be entitled whatsoever to transfer, convey, assign, in any manner as the Developer may deem fit and proper or otherwise deal with the Saleable Space/Spaces in the New Building and / or at the said Premises PROVIDED HOWEVER that the Owners herein shall be entitled to receive the Owners Share, as stated herein and shall remain bound to sign and execute all the deeds and documents as may be required by the Developer for completing such transfer of various Saleable Space/Spaces in the New Building and/or at the said Premises, other than the Owners Allocation, to the intending buyers/Purchasers;
- 7.2 The Developer shall be exclusively entitled to ^{deal with} Developer Share, as given in Second Schedule, and the Owners herein shall have no ^{possession} right or claim or any interest therein whatsoever and this Agreement by itself shall be deemed to be the consent of the Owners herein regarding right, title, interest of the Developer in the Developer Share

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Tista Chatterjee
Advocate

- 7.3 In so far as necessary all dealings by Developer in respect of the New Building and / or the said Premises, shall be in the name of the Owner herein for which purpose the Owners undertake to give the Developer Power of Attorney in such form and / or in such manner as may be reasonably require by the Developer;
- 7.4 The Owner herein have agreed to sign and execute all such Conveyance or Conveyances as Owners and the Developer shall join therein as the Confirming Party, concerning sale or transfer of various Saleable Space/Spaces, as aforesaid, to the intending Purchaser/s or in the event the Owners have given Power of Attorney to the Developer or to its nominate person/s for transfer of such Saleable Space/Spaces, as aforesaid, then in such event the Developer or its nominated person/s, as the case may be shall be entitled to sign and execute all such Conveyance or Conveyances on behalf of the Owners.
- 7.5 The Owners hereby entrust the Developer and it's nominee to sell and marketing of their share/allotted Flat(s)/Unit(s) as per First Schedule and Parking Spaces on behalf of them as they have no expertise in this regard and pay the consideration to them.

ARTICLE-VIII : PROCEDURAL

8. The Developer is carrying on the business as a Developer and the Owners herein hereby grant exclusive right to the Developer to enter into any Agreement for Sale with the intending purchaser/s of Saleable Space/Spaces in the New Building and/or at the said Premises;
- 8.1 The Owners herein shall grant to the Developer or to its nominated persons Power of Attorney as may be required for the purpose of development of the said Premises as well as for obtaining all necessary sanction and permission from Bhagwanpur Gram Panchayat in connection with the construction of the New Building and the Common Areas and Facilities and for the purpose of execution of all or any Deed of Conveyance for transferring and / or selling of any or all Saleable Space/Spaces in the New Building and/or in the said Premises other than the Owners Allocation;

ARTICLE-IX : NEW BUILDING

9. The Developer shall at its own costs and expenses and / or with the advance/s receipt from the intending Purchaser/s Transferees shall construct, erect and complete the

New Building at the said Premises in accordance with the sanction Building Plan PROVIDED ALWAYS that all advances, payments and /or loan whatsoever taken by the Developer shall be at its own risk/s and responsibility and the modified Building Plan, if any, is to be obtained by the Developer in the name of the Owners herein at its own costs and expenses from Bhagwanpur Gram Panchayat and/or from any other concerned authorities.

The Developer shall install and erect pump, water storage tank, overhead and underground reservoirs, electrification, lift, septic tank, in the New Building at Developer's own costs and expenses and shall also provide other facilities as are required to be provided in a multistoried building and the same is constructed for sale of Units / Flats or other spaces in the New Building and/or at the said Premises on Ownership basis.

The Developer shall be authorized in the name of the Owners herein so far as is necessary to apply for and obtain quotas entitlements and other allocations of or for cement steel bricks and other building materials allocable to the Owners for the construction of the New Building and other Spaces in the New Building and / or in the said Premises and to similarly apply for and obtain temporary and / or permanent connection of water, electricity, power, drainage, sewerage etc. to the New Building and / or in the said Premises and other inputs and facilities required for construction and / or enjoyment of the New Building and other Spaces in the New Building and / or in the said Premises and in this regard all the costs and expenses shall entirely be borne and paid by the Developer.

As from the date of making / handing over the possession of the said Premises by the Owners herein any liability becoming due on account of the Municipal Rate and Taxes as also other outgoings in respect of the said Premises till such time the said New Building is completed and the owners Allocation is handed over to the Owners shall be borne and paid by the Developer.

ARTICLE-X: COMMON EXPENSES

10. The Owners, Developer (for their respective unsold and retained Saleable Space/Spaces in the New Building and/or in the said Premises) and other Transferees / Purchasers shall pay and bear proportionate share of all ground rent, property

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maintenance charges and dues and outgoings and all other common expenses in respect of their Units/Flats and/or other purchased space/spaces such expenses for maintenance, repairing, decorating the same New Building, pathways, passages, cost of clearing and lighting the common areas, the cost of salaries of the Darwan, cost of maintenance of water pump, electric installation and other, insurance for the New Building and/or the said Premises, if any, Municipal and other taxes, etc. and such other expenses as may be decided and determined by the Developer, till the formation of the Association is formed by the transferees / purchasers of such Saleable Space/Spaces in the said in the New Building and / or in the said Premises;

- 10.1 That Saleable Space/Spaces Transferees/Purchasers shall be liable and bound to pay to the Developer maintenance charges at a rate to be fixed by the Developer including the Owner, as per their share, till the formation of the Association.
- 10.2 The Developer shall for common purpose form or cause to be formed a committee or body or association (herein referred to as 'the holding association') of the unit owners and rules and regulations of the same shall be prepared by the Developer as per the law in force. Until such time as the holding association is formed the Developer shall be entitled to cause maintenance, management and administration of the building(s)/project and look after the common purpose. The Flat(s)/Unit(s) owners shall comply with the rules and regulations framed by the Developer. The Developer shall have no obligation in regard to maintenance if they do not punctually receive all dues from all concerned persons. All the Flat(s)/Unit(s) owners shall bear and pay proportionate share of common expenses, maintenance charges, municipal/panchayat rates and taxes and other outgoings in respect of their respective Flat(s)/Unit(s) to the holding association.

ARTICLE XI : COMMON RESTRICTION

11. The ownership of the Transferees/Purchasers of various Saleable Spaces in the New Building and/or in the said Premises shall be subject to restrictions intended for common benefits, which shall include the following:

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- a) No Transferees or Allottees / Purchasers shall use or permit to use of their respective allocation in the New Building and/or in the said Premises or any portion thereof for carrying or any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance to the other occupiers in the New Building and/or at the said Premises;
- b) No Allottees / Purchasers / Transferees shall demolish or permit to demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration / deviation thereon without the previous consent of the other co-owners and such consent shall not be withheld unreasonably.

11.1 No Allottees / Purchasers / Transferees shall transfer or permit to transfer their respective allocations or any portion thereof unless:

- a) Such Allottees / Purchasers / Transferees shall have observed and performed all terms and conditions on their respective part to be observed and / or performed;
- b) The subsequent transferee shall have given and written understanding to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever shall be payable in relation to the area in his / her / its possession.

11.2 The Allottees / Purchasers / Transferees shall abide by all laws, bye laws, rules and regulations of Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviations / violation and/or breach of any of the said law and regulations.

11.3 The respective Allottees / Purchasers / Transferees shall keep the interior and walls, sewers, drain pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the New Building / Complex in good working conditions so as to avoid any cause of damage to be New Buildings or to any other of their space/s or accommodation therein and shall keep others and/or the other occupiers of the New Building and/or the said Premises indemnified from and against such consequence if any.

11.4 No goods or other items shall be kept by the Allottees / Purchasers / Transferees for display or otherwise in the corridor or other places of common use in the New Building and/or in the said Premises in case any hindrance is caused in any manner in the free movement, the said party shall be liable to remove the same at his / her / its risk and cost.

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- 11.5 The Allottees / Purchasers / Transferees shall permit the Developer on its obtaining prior permission and its employees and agents with or without workmen and others at the responsible limits to enter into and upon the Allottees / Purchasers / Transferees Allocation and every part thereof for the purpose of maintenance or repairing, maintaining, re-building, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of pulling down maintaining, repairing and testing drawings, gas, water pipes and electric wires and for any similar purposes.
- 11.6 In case the Owners herein or the Developer retains any Saleable Space/Spaces and/or the same remains unsold, in the New Building and/or in the said Premises, both the Owners and the Developer shall be also abiding the aforesaid restrictions.

ARTICLE-XII : OWNERS OBLIGATIONS

12. The Owner herein hereby agree and covenant with the Developer that the Owners shall not after the execution of these presents shall, grant lease mortgage and/or make any charge in respect of the said Premises or any portion thereof without obtaining previous consent of the Developer.

ARTICLE-XIII : DEVELOPER OBLIGATIONS

13. The Developer shall not transfer and/or assign the benefit of this agreement or any portion thereof to any Third Party without prior consent of the Owners in writing.
- 13.1 In the event any person/s engaged by the Developer remain in the New Building and/or in the said Premises the Developer undertake to pay his/their salary and also undertake to remove him or them.
- 13.2 The Developer shall not violate any rules and laws of Bhagwanpur Gram Panchayat and in the event any rules violated the Developer shall remain solely responsible for the same.
- 13.3 All advances, payments and/or loan taken by the Developer shall be entirely at its own risk/s and responsibility and the Owners herein shall not at all be liable or responsible for the same for the reason whatsoever.

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- 13.4 The construction work of the New Building and other areas shall be at the sole risk and responsibility of the Developer and it is mutually agreed and clearly understood that the Owners herein shall not be responsible for any Technical and/or Engineering defect in construction of the New Buildings and other areas and the Developer shall be solely responsible and directly answerable to the concerned authorities.

ARTICLE-XIV : OWNERS INDEMNITY

- 14. The Owners herein hereby undertake that the Developer shall be entitled to the said construction and shall have exclusive right over the Developer Share / Allocation without any claims, right, interference or disturbances from the Owners herein provided the Developer performs and fulfill all the terms and conditions herein contained and/or on its part to be observed and performed.
- 14.1 The Owners herein hereby undertake to keep the Developer indemnified against all third party claims, actions, suits, legal proceedings etc. arising out in relation to the said Premises or any part thereof, of any sort of act or commission or omission of the Owners herein.
- 14.2 The Owners hereby declares and confirms that the said Premises and every part thereof is free from all charges, mortgages, claims, demands, liens, lispendens, attachments, acquisition, requisition, tenancy, leases, arrangements, agreements and/or encumbrances whatsoever.

ARTICLE-XV : DEVELOPER'S INDEMNITY

- 15. The Developer hereby undertakes to keep the Owner herein indemnified against all third party claims, actions, suits, legal proceedings etc. arising out of any sort of act or commission or omission of the Developer or any eventuality in relation to the construction, transfer and/or occupation of Saleable Space/Spaces in the said New Building and/or in the said Premises.

ARTICLE-XVI : SECURITY DEPOSIT

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16 The Developer shall deposit with the Owners and shall keep deposited during the Term fully refundable interest free amount of Rs.50,000/- (Rupees Fifty Thousand only) each by the owners aggregating to Rs.1,50,000/- (Rupees One Lac Fifty Thousand only) as Security Deposit (hereinafter referred to as 'Security Deposit') for due performance and observance by the Developer of all and singular the several covenants conditions stipulations and agreements on the part of the Developer to be performed and observed.

16.1 The said Deposit Amount shall be retained by the Owners throughout the Term, free of interest with rights for the Owners without prejudice to any other right or remedy hereunder to deduct there from the amount for any expense or sum payable to the Developer remaining unpaid or any loss or damages sustained by the Owners as a result of any breach, non-observance and/or non performance by the Developer of any of such covenants, stipulations, conditions of the presents.

Further the Owners shall, on the date of receiving the Owners Allocations shall refund the amount of Security Deposit to the Developer.

If the Owners fails to refund the above mentioned amounts within 7 days from the date of receiving the possession of the Owners Allocations in the New Building then in such event the Owner shall be liable to refund to the Developer the above mentioned amounts along with interest thereon calculated at the rate of 18% per annum from the said due date till the date of actual payment of the amounts due.

ARTICLE-XVII : MISCELLANEOUS

17. ENTIRE AGREEMENT :

This Agreement sets out the entire understanding between the Parties in respect of the subject matter thereof, and supersedes all previous agreements, deeds, memorandum, understandings, correspondence and discussion, if any between the Parties in this regard.

The Owners herein and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe a partnership between the parties hereto and / or to create any partnership in any manner whatsoever nor shall the parties hereto constitute an association of persons.

Sanjoy Redicon Private Limited


17.1 SCHEME OF MANAGEMENT :

The Developer, Owners herein with the Allottees / Purchasers / Transferees shall jointly frame Scheme for the management and administration of the New Building and the said Premises the Owners herein, the Developer herein (in case of any of the areas in the New Building and/or at the said Premises is/are retained by the Owners or by the Developer and / or the same remain unsold) and the Owners of other Saleable Space / Spaces hereby agrees to abide by all the Rules and Regulations to be framed by the Society / Association / Holding Association and/or any other organization/s to be constituted by such Saleable Space/Spaces Owners/Retainers.

17.2 POWERS AND AUTHORITIES :

- i) To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms and conditions of this agreement, the Owners agrees and undertake to jointly and/or severally execute, maintain and cause to be registered simultaneously herewith or any time hereinafter an exclusive special power of attorney ("POA") in favour of the Developer – Sanjoy Realcon Private Limited or it's nominee – Simoco Systems & Infrastructure Solutions Limited. The POA executed by the Owners in favour of the Developer shall remain effective and registered for the entire term of this Agreement so as to enable the Developer to perform all its obligations as stated under this Agreement. The Developer shall be entitled to appoint one or more substitutes under the said POA for the exercise of any or all of the powers and authorities there under in favour of any of its Affiliates. However this Power of Attorney is revocable in nature.
- ii) The Owners hereby nominate, constitute and revocable appoint the Developer or it's nominee to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things jointly or severally with respect to the said Premises.
 - a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign

such applications, papers, writings, undertakings, appeals etc. as may be required.

- b) To enter upon the said land with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plans to be sanctioned.
- c) To appoint the named architect, contractors, sub-contractors consultants and surveyors as may be required and to supervise the development and construction work of the New Buildings on the said land.
- d) To apply for modifications of the Building Plans from time to time as may be required.
- e) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings.
- f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the said land.
- g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- h) After completion of the construction of the New Buildings or any Phase of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities.
- i) To enter into agreements for sale with intending purchasers along with or without the corresponding undivided share in the said land, on such terms and conditions as the Developer may think fit and proper.
- j) To execute from time to time deeds of transfer of all kinds and mode in respect of Flats / Units / Constructed / Saleable spaces comprised in the said Premises along with or without the corresponding undivided share in the said land, to receive consideration, rents, and deposits there for and present the

above documents for registration and admit the execution of such documents before the appropriate authorities.

- k) To appear and represent us before the Additional Registrar / Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Kolkata in connection with the same and transfer of Flats / Units / Constructed Spaces at the Project along with or without the corresponding undivided share in the said land in the Buildings constructed on the said Premises.
- l) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deed appropriate and to commence, prosecute and / or defend any action or legal proceedings relating to development of the said Premises in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the Court of Law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc. and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the Project on the said Premises without in anyway relating to or affecting the title of the said Premises or the Owners' Allocation.
- m) The Developer is authorized to approach/apply to bank(s)/financial institute(s) to approve the new building/project to enable the intending buyer(s) to avail home loan.
- iii) The Owners agree to ratify and confirm all acts, deeds and things lawfully done
- in the interest of the Project by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

17.3 ADVERTISEMENT :

The Developer shall be entitled to make advertisement in all kind of newspapers and through other process which include fixing of hoarding and / or advertisement Board

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at the said Premises inviting general public to purchase various Saleable Spaces in the said New Building and / or in the said Premises and such right of advertisement shall remain with Developer with effect from this date.

17.4 AGREEMENTS :

The Developer shall also be entitled to enter into any Agreement for Sale of Saleable Space/Spaces and other areas in the said New Building and / or at the said Premises with the intending buyers / purchasers and upon execution of this Agreement the Developer shall also be entitled to receive earnest money, booking money and / or part payment of the consideration money or full payment of the consideration money from such intending buyers.

Deed(s) of Conveyance/Transfer including Agreement for Sale of Flat(s)/Unit(s) shall be prepared by the Advocate of the Developer and shall contain rights and obligations regarding the use and enjoyment of all constructed spaces of the Flat(s)/Unit(s) in the buildings of the project on the premises/property/land acquired/to be acquired and provided by each owner of the premises/property/land as mentioned in the First Schedule under Parts I,II,III shall execute the documents for transfer including Deeds of Conveyance to be entered with the intending purchaser.

Fees and cost of preparation, stamping, registration and other charges of the Agreement for Sale and Deed of Conveyance shall be borne and paid by the Flat(s)/Unit(s) owners of all the constructed spaces of the new buildings. Legal fees payable by every Flat/Unit owner of the new buildings to the Advocate shall be at fixed by the Developer.

17.5 LOANS :

The Developer shall be entitled to borrow money from any Bank or Banks and / or from any Financial Institution or Institutions by way of mortgaging its share / allocation in the same New Building and / or at the said Premises more fully stated in the THIRD SCHEDULE hereunder written for the purpose of development of the said Premises and this Agreement is deemed to be the consent of Owners herein, for the same. It being expressly agreed and understood that in no event the Owners herein or any of the Owners estate shall be responsible and / or be made liable for payment of any dues of such Bank or Banks and / or such Financial Institution or Institutions and for that purpose the Developer shall keep the said Owners indemnified against all actions suits proceedings and cost charges and expenses in respect thereof.

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The Flat(s)/Unit(s) owners may be allowed to take housing loans for the purpose of acquiring units in the Project from Bank/Financial Institutions/Entities granting such loans and the land owners and the Developer shall render all necessary assistance and sign and deliver such documents, papers, consents as be necessary in this regard.

17.6 FURTHER CONSTRUCTION :

Notwithstanding anything contained anywhere in this Agreement the Owners herein and the Developer shall be entitled to raise further construction in the said the New Building and / or at the said Premises, if permitted by the Bhagwanpur Gram Panchayat and / or any other Authorities on the basis of the terms and conditions contained in this Agreement. For the purpose of carrying out such further construction the Developer shall be entitled to lift the existing common facilities from the terrace of the New Building to the ultimate terrace of the New Building.

Notwithstanding anything contained anywhere in this Agreement the Ultimate Terrace or the Roof Right of the said Building shall always remain with Owner and the Purchasers / Transferees in the said New Building or at the Complex shall have no right over the same unless the Roof Right is specifically sold / transferred to such Purchasers / Transferees.

17.7 NAME : The Project shall be known as " SANHITA".

17.8 AMENDMENT :

No variation of this Agreement shall be valid unless it is / are in writing and signed by or on behalf of all the Parties herein. The expression "variation" shall include any variation, modification, amendment, supplement, deletion or replacement however effected.

17.9 NOTICES :

i) Any notice or other communication to be given by one Party to any other Party under, or in connection with, this Agreement shall be in writing and signed by or on behalf of the Party giving it. It may be served by sending it or delivering it by hand or by courier to the address set out in sub-clause (a) below (or as otherwise notified from time to time in courier/post shall be deemed to have been duly given:

(a) in the case of delivery by hand (including by courier), when delivered;

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- ii) The addresses of the Parties for the purpose of sub-clause(a) above are as follows :

Owners: 1. Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector – V, Salt Lake

Electronics Complex, Kolkata – 700091, P.S. Electronics Complex.

2. Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector – V, Salt Lake

Electronics Complex, Kolkata – 700091, P.S. Electronics Complex.

3. Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector – V, Salt Lake

Electronics Complex, Kolkata – 700091, P.S. Electronics Complex.

Developer: Sugandhya More, Delhi Road (NH-2 Bye Pass), P.O.-Sugandhya, P.S.- Polba, District-Hooghly, PIN Code -712102

- iii) Any party may notify the other Party to this Agreement of a change of its name, relevant addressee, address for the purposes of this Clause, provided that such notice shall only be effective on the date specified in the notice as the date on which the change is to take place;

17.10 PARTIAL INVALIDITY :

- a) If at any time any provision of this Agreement is or become illegal, invalid or unenforceable in any respect under any law or under any law of jurisdiction, neither the legality, validity or enforceability of the remaining provisions, nor the legality, validity or enforceability of such provision under such law or law of such jurisdiction will, in any way, be affected or impaired and the legality, validity and enforceability of the remainder of this Agreement shall not be affected;
- b) The Parties shall negotiate in good faith with a view to agreeing one or more provisions which may be substituted for any such invalid, illegal or unenforceable provision and produce as nearly as is practicable in all the circumstances the appropriate balance of the interests of the Parties, herein;

17.11 COUNTERPARTS :

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

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17.12 INDEMNIFICATION :

The Parties herein, hereby agrees to indemnify and keep indemnified each other from and against any and all loss, damages, claims arising from or out of any representation, warranty, undertaking or covenant hereby made/agreed/undertaken by any Party being or turning out to be false untrue, misleading, incorrect and / or breached. The said indemnification obligation shall be restricted only to directly attributable loss, damages or claims and shall not extend to any remote or consequential loss, damages or claims alleged to be or to have been or likely to be suffered by the non-breaching Party.

17.13 COMPLIANCE WITH LAWS :

In carrying out the obligations specified herein, the Parties hereto shall comply with all the applicable Laws.

17.14 SURVIVAL :

No termination of this Agreement or any agreement related hereto shall release any Party from any liability to any other Party which at the time of such termination has already accrued, nor affect in any way the survival of any right or obligation of any Party which is expressly stated elsewhere in this Agreement or in any agreement related hereto to survive the expiration or termination hereof.

ARTICLE-XVIII : FORCE MAJEURE

18. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent the performance of the respective obligations have been prevented by the existence of the "Force Majeure" and shall be exempted from the obligation during the duration of the "Force Majeure".

ARTICLE-XIX : GOVERNING LAW & ARBITRATION

19. This Agreement shall be governed by and construed in accordance with the laws of India;
- 19.1 The Parties hereto have agreed to amicably settle and / or resolve all disputes and differences arising out of these presents amongst themselves but in the event any dispute of whatsoever nature is incapable of being resolved amongst the parties hereto amicably then and in that event the parties have agreed to refer all disputes

Sanjoy Redson Private Limited
 Authorised Signatory

and differences including the construction scope or effect of any of the terms and conditions herein contained and / or the determination of any right and / or liability and / or in any way touching or concerning these presents, shall be referred to arbitration to a sole arbitrator jointly appointed by the Parties under the Indian Arbitration and Conciliation Act of 1996 or any statutory modifications or enactment thereto for the time being in force;

In the event the Parties are unable to agree upon a sole arbitrator, the claim, controversy or dispute shall be referred to a panel of three arbitrators, one of whom shall be appointed by the Owners herein and the other by the Developer and a third by the aforesaid two arbitrators;

The arbitration proceedings shall be exclusively conducted in Kolkata, India and shall be governed by and construed in accordance with the laws of India;

The language of the arbitration shall be English;

The costs and expenses of the arbitrator(s) and holding the arbitration shall initially be borne in equal shares by Owner herein and the Developer;

Initially each Party will bear its own legal, travelling and other similar costs. However, the arbitrator(s) may in his / their award, require any Party to pay such costs as the arbitrator(s) think fit, including the costs and expenses of the arbitration, travel costs and advocates fees.

- 19.2 During the pendency of the arbitration, the Parties shall continue to discharge their respective obligations under this Agreement.

ARTICLE XX : EVENT OF DEFAULT & CONSEQUENCES OF DEFAULT

20. In this event of breach or default by any of the Parties hereto of any of the covenants contained herein then in such case the defaulting party immediately upon notice of such Event of Default, shall be under an obligation to inform the other party of the same by a written notice.
- 20.1 Upon notice of the Event of Default, the Defaulting Party shall have 30 (thirty) days to cure such Event of Default and provide proof of such cure of the Event of Default to the satisfaction of the other party i.e. Non-Defaulting Party;
- 20.2 In the event that in the judgment of the Non-Defaulting Party, the Event of Default is not cured within the time as stipulated above, the Non-Defaulting Party shall, without

Sanjoy Ramlal Private Limited
 Authorized Signatory

prejudice to any other legal remedy which the Non-Defaulting Party may have in law, equity or contract in its some discretion;

a) demand specific performance of the obligations of the Defaulting Party under this Agreement as the Defaulting Party agrees that damages and/or liquidated damages may not be adequate compensation for such loss or harm and therefore, the defaulting Party further agrees that any compensation payable under this Agreement or in any legal forum shall be without prejudice to the rights of the Defaulting Party to demand specific performance of such obligations under this Agreement;

20.3 The Defaulting Party shall be liable for all costs and expenses (including reasonable legal fees) including, but not limited to, those that the Non-Defaulting Party or its nominee may incur for any such non-observance and/or non-compliance of any of the provision(s) and/or stipulation(s) embodied in this Agreement.

ARTICLE-XXI : JURISDICTION

21. The High Court at Kolkata and Courts at South 24 Parganas Zone shall have exclusive jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

ARTICLE-XXII : BINDING ON PARTIES AND LAWFUL

22. Parties to this Agreement agree, confirm and irrevocably undertake that this Agreement shall not be challenged at any point of time as to its lawful existence, enforceability and validity at any point of time and the same remain binding on the Parties hereto.

ARTICLE-XXIII : INTERPRETATION

Es. g.

23. Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexure and shall be ignored in construing the same.

Sarjoy Realco. Private Limited
 Authorised Signatory

23.1 Headers appearing in these presents are inserted only as a matter of convenience and in no way define limit or describe the scope or intent of the sections or clauses of this Agreement nor in any way effects the same.

Sanjoy Realcon Private Limited

Authorized Signatory



THE FIRST SCHEDULE ABOVE REFERRED TO:

("the said Premises/ Property/Land")

ALL THAT PIECE AND PERCEL OF LAND situate at Mouza Satuli, J.L. No. 49, L.R. Khatian Nos 2129, 2166 and 2175, R.S. Dag Nos. 1367, 1366, 1359, 1360, 1361, 1362, 2246, 1363, 1364, 1365, 1422, 1369, 1370, 1368, P.S. Kashipur (formerly Bhangar), P.O Pithapukur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded / are being recorded with the Office of the BL&LRO, Bhangar in State of West Bengal totaling 287.58 Decimal equivalent to 2.87 Acre equivalent to 11641.23 sq.mt (Part I - 10.05 decimal equivalent to 0.10 Acre equivalent to 406.82 sq.mt. Part II 235.59 decimal equivalent to 2.35 Acre equivalent to 9536.68 sq.mt. and Part III 41.94 decimal equivalent to 0.41 Acre equivalent to 1697.73 sq.mt).

PART - I

SAMASTH INFOTAINMENT PRIVATE LIMITED (CIN NO. U74900WB2009PTC135363) (PAN NO. AANCS1174R)

L.R. Khatian No. 2129

1. L.R./R.S. Dag No. 1360 1.75 Decimal

2. L.R./R.S. Dag No. 1362 5.91 Decimal

3. L.R./R.S. Dag No. 1363 1.09 Decimal

4. L.R./R.S. Dag No. 1370 1.00 Decimal

5. L.R./R.S. Dag No. 1368 0.30 Decimal

T O T A L 10.05 Decimal equivalent to 0.10 Acre equivalent to 406.82 sq.mt.

(TOTAL TEN POINT ZERO FIVE DECIMAL)

PART - II

SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED (CIN NO. U32109WB1979PLC031942) (PAN NO. AAEC54335F)

L.R. Khatian No. 2166

1. L.R./R.S. Dag No. 1359 17.00 Decimal

Sanjoy Reardon Private Limited

Authorized Signatory

Tina Chatterjee
AdvocateGr
Adv.

Adv

Adv

2.L# / R.S. Dag No. 1361 35.00 Decimal

3.L# / R.S. Dag No. 1362 30.47 Decimal

4.L# / R.S. Dag No. 1364 31.00 Decimal

5.L# / R.S. Dag No. 1367 27.50 Decimal

6.L# / R.S. Dag No. 1366 27.50 Decimal

7.L# / R.S. Dag No. 1360 21.25 Decimal

8.L# / R.S. Dag No. 2246 21.00 Decimal

9.L# / R.S. Dag No. 1363 21.87 Decimal

10.L# / R.S. Dag No. 1365 1.00 Decimal

11.L# / R.S. Dag No. 1422 2.00 Decimal

T O T A L 235.59 Decimal equivalent to 2.35 Acre equivalent to 9536.68 sq.mt.

(TOTAL TWO HUNDRED THIRTY FIVE POINT FIFTY NINE DECIMAL)

PART - III

SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED (CIN NO. U72200WB2007PLC115201) (PAN NO. AAKCS8592A)

L.R. Khatian No. 2175

1.L# / R.S. Dag No. 1367 03.50 Decimal

2.L# / R.S. Dag No. 1366 3.44 Decimal

3.L# / R.S. Dag No. 1365 34.00 Decimal

4.L# / R.S. Dag No. 1369 1.00 Decimal

T O T A L 41.94 Decimal equivalent to 0.41 Acre equivalent to 1697.73 sq.mt.

(TOTAL FORTY ONE POINT NINETY FOUR DECIMAL)

Sanjoy P. Das Private Limited

Authorized Signatory

Tista Chatterjee
Advocate

Tista Chatterjee
Advocate

By
KSR

By
KSR

THE SCHEDULE ABOVE REFERRED TO

(Chain / Report on Title)

Precinct - 10

1. By a Deed of Sale dated the 25th day of June 2014 made between Shantiram Mandal, therein referred to as the Vendor of the One Part, and Simoco Systems & Infrastructure Solutions Ltd, therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. District Sub Registrar of Bhangar, South 24-Parganas at Bhangar and recorded in Book-I, CD Volume No. 11, Pages from 1862 to 1882 Being No. 3488 for the year 2014 said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Simoco Systems & Infrastructure Solutions Ltd. Whereas Shantiram Mandal is the owner of all the piece or parcel of the land, L.R Khatian No – 440, R.S Dag No – 1365 area 34 Decimal out of 34 Decimal in share 10000, R.S, Dag No – 1369, area 29 Decimal out of 29 Decimal in share 10000, lying and situate at Mouza Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

2. By another Deed of Sale dated the 20th day of June, 2014 made between Lal Mahammad, Lalmiya, Sirajul Molla, Lalbanu Molya, Fajila Molya, Ajila Molya, Fajila Molla, Majina Bibi, Arefan Molla, therein referred to as the Vendors of the One Part, and Simoco Systems & Infrastructure Solutions Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. Registrar of Assurance - I, Kolkata and recorded in Book-I, CD Volume No. 13, Pages from 499 to 521 Being No. 05750 for the year 2014 said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Simoco Systems & Infrastructure Solutions Ltd. Whereas Taramoni Bibi was the original L.R. Record

Sanjoy Mahalan Private Limited

 Authorised Signatory

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT 352 (Three Hundred Fifty Two) No. Of FLATS / UNITS covering 1,28,502 (One Lac Twenty Eight Thousand Five Hundred Two) square feet Built-up area of 'Proposed 11 nos. 1BHK (G+4) Storied Residential Building' out of total FAR as 1.47 on the Land acquired / to be acquired by SAMASTH, TELECOM and SIMOCO SYSTEMS more fully described in Parts I, II and III of the FIRST SCHEDULE. Executants / Participants of this Agreement shall be entitled to be allocated Flats / Units to be built on the land as follows as per their responsibilities.

Owners Allocations -

- I. 1 (One) Unit consisting of 1 (One) Bedroom with 1 (One) Living Room- Dining Room, 1 (One) Toilet, 1 (One) Verandah admeasuring 434 (Four Hundred Thirty Four) Sq.Ft., with Parking Space for Two Wheeler admeasuring 33.62 (Thirty Three point Sixty Two) Sq.Ft. each (1 no. Two Wheeler) as per sanctioned plan.
- II. 29 (Twenty Nine) Units consisting of 1 (One) Bedroom with 1 (One) Living Room - Dining Room, 1 (One) Toilets, 1 (One) Verandah admeasuring 434 (Four Hundred Thirty Four) Sq.Ft., with Parking Space for Two Wheeler admeasuring 33.62 (Thirty Three point Sixty Two) Sq.Ft. each (29 nos. 2 Wheeler) as per sanctioned plan.
- III. 312 (Three Hundred Twelve) Units consisting of 1 (One) Bedroom with 1 (One) Living Room - Dining Room, 1 (One) Toilet, 1 (One) Verandah admeasuring 434 (Four Hundred Thirty Four) Sq.Ft., with Parking Space for Two Wheeler admeasuring 33.62 (Thirty Three point Sixty Two) Sq.Ft. each (312 nos. 2 Wheeler) as per sanctioned plan.
- IV. **SRPL (AS DEVELOPER)**
10 (Ten) Units consisting of 1 (One) Bedroom with 1 (One) Living Room - Dining Room, 1 (One) Toilet, 1 (One) Verandah admeasuring 434 (Four Hundred Thirty Four) Sq.Ft., with Parking Space for Two Wheeler admeasuring 33.62 (Thirty Three point Sixty Two) Sq.Ft. each (10 Nos 2 Wheeler) as per sanctioned plan.

Sanjoy Realtech Private Limited
 Authorised Signatory

'THE THIRD SCHEDULE'**'Common Areas, Facilities and Amenities'**

The Owner of the land along with other Co-owners, Occupiers, Society or Syndicate or Association shall allow each other the following easement and quasi-easement, right, privileges etc.:

All sides spaces, back spaces, path, passages, drain-ways in the New Building;

General Lighting of the common portions and spaces for installation of electric meter in general and separate;

Drains and sewers from the New Building to the Municipal connection drains and/or sewerage;

Staircase and staircase landing;

Lobbies in each floor;

Common Septic Tank;

Common Water Pump, Deep Tube-Well & Pump Room;

Common Overhead and Underground Water Reservoir;

Common Electric Line;

Water and Sewerage evacuation from the pipes of the every Units, to drain and sewerage common to the New Building;

Lift & Lift Room;

Durwan's Room and all other areas and spaces of the New Building intended for common use.

Sanjoy Real Estate Private Limited


Authorized Signatory

THE FOURTH SCHEDULE ABOVE REFERRED TO:

DETAILED SPECIFICATIONS FOR PROPOSED (G+4) STORIED RESIDENTIAL BUILDING:

Foundation & super structure:

Piling work /R.C.C. Foundation & R.C.C column.

Masonry Works:

- a) All external walls will be 200mm thick of AAC Block / Fly ash brick Masonry with cement mortar, Jointing chemical and Anti Fungal External Grade Paint.
- b) All internal walls will be 100/125 mm thick of AAC Block / Fly ash brick Masonry in cement mortar 1:4 as per Architect's Design. Plaster of Paris over plastered surface.

Flooring:

- Living, Dining : Vitrified Tiles flooring.
- Bed room , Kitchen, Toilets, Balconies, -Common Lobby Rectified Tiles flooring.
- Kitchen Counter : Black stone kitchen counter over Kadappa stone.
- Stair: L.P.S/Net cement flooring.
- Driveway & Car park: Paving with Paver Block/Grass Infield Paver Block

Dado:

- Toilets : Rectified wall tiles up to 5' height.
- Kitchen : Rectified wall tiles up to 2' height over Kitchen Counter.

Doors:

- All Flush door of standard make and for main door one flush door with Decorative laminates (outer side only) as per Architect's Design.
- All Toilet Doors: PVC shutter standard makes as per Architect's Design.
- All frame is wooden frame.

Sanjoy Realtech Private Limited

 Authorised Signatory

Windows & Railings:

- Aluminium Sliding window/ openable window with clear Glass
- Balcony & Staircase railing : M.S hollow section as per design coated with Enamel Paint.

Sanitary & Plumbing:

- Water Supply : Concealed UPVC/CPVC Water Pipes .
- Sewerage & Drainage : PVC Soil & Waste Pipes/R.C.C hume pipe.
- Toilet Fixtures : White colour Ceramic Basin and European Style WC with PVC Cistern of standard make
- Taps & Fittings : CP fixture of standard make.
- Kitchen Sink : Stainless Steel of standard make without Drain Board.

Electrical :

- Wiring : Concealed conduit with FR Copper Wires.
- Switches : Modular Type Switches
- Light & Fan Points : As per consultant's drawing
- TV Points : In Living Hall
- AC Points in Bedrooms: . Provisions will be kept by providing pre-laid conduits and terminating the same in junction boxes in respective rooms. Wiring and switch/socket for the AC points will not be provided.
- Water Purifier and Chimney Points.
- One common power point of 16 amps for multi user.
- Electrical conduits and Modular back box will be provided for Geyser point for attached toilet. No wiring and switch /socket will be provided.

Sanjoy Raalcoo Private Limited

Authorised Signatory

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands on the day, month and year first above written.

EXECUTED AND DELIVERED by SAMASTH INFOTAINMENT PRIVATE LIMITED.

at Kolkata in the presence of :

S. Mukherjee
Samasth Infotainment Pvt. Ltd.
Authorised Signatory

EXECUTED AND DELIVERED by SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED

at Kolkata in the presence of :

Sanjoy Kumar Ghosh
Simoco Telecommunications (South Asia) Ltd
Authorised Signatory

EXECUTED AND DELIVERED by SANJOY REALCON PRIVATE LIMITED

at Kolkata in the presence of :

[Signature]
Sanjoy Realcon Private Limited
Authorised Signatory

EXECUTED AND DELIVERED by SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED

at Kolkata in the presence of :

[Signature]
Simoco Systems & Infrastructure Solutions Ltd
Authorised Signatory

Read over & explained the Executants
and Prepared in my Office

Tista Chatterjee

(TISTA CHATTERJEE)
Advocate
High Court at Calcutta
Kolkata-700001
Enrollment No - F/1522/1573 of 2012

[Signature]
Sanjoy Realcon Private Limited
Authorised Signatory

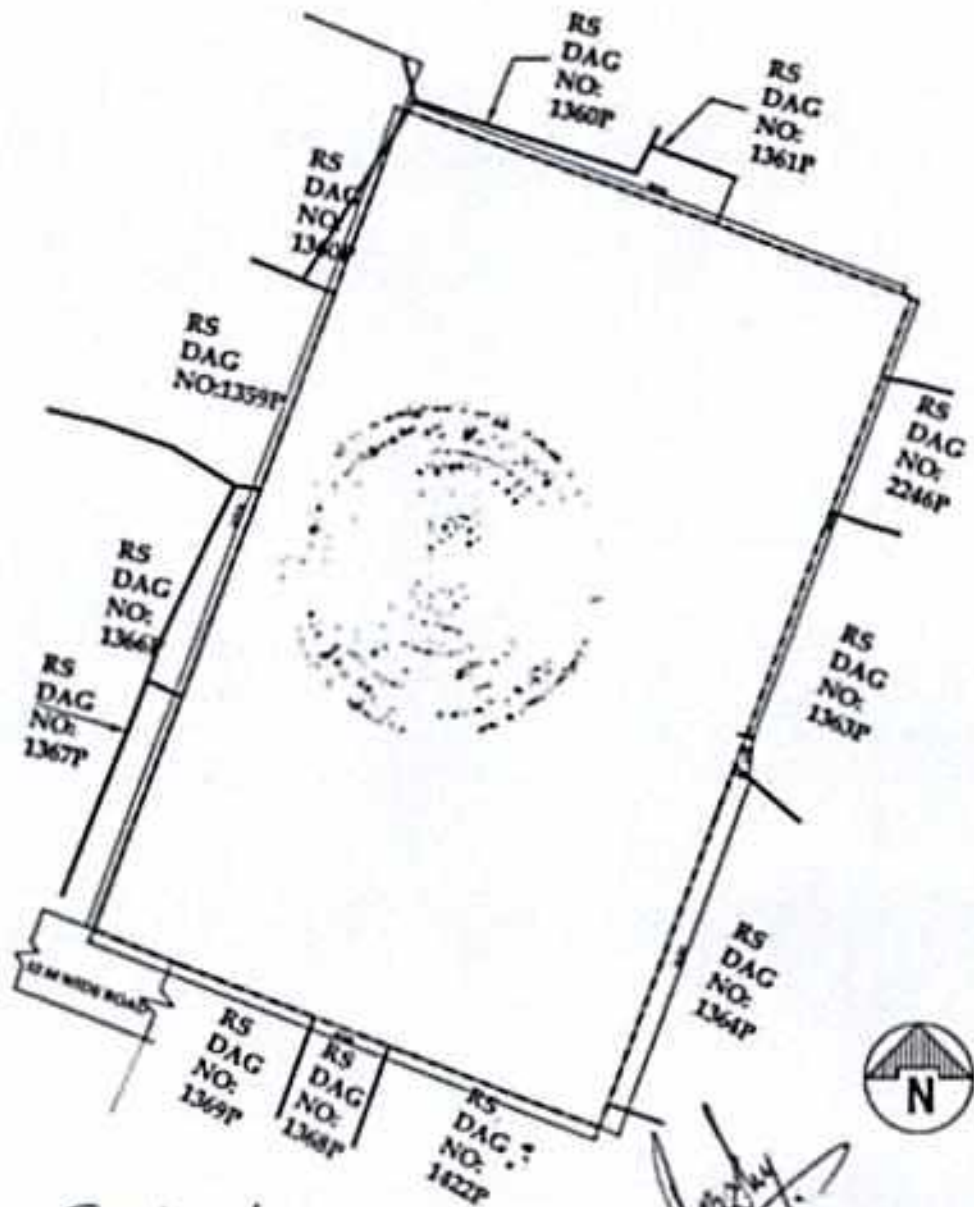
Witness:

1. D. Mandal
Salt Lake, Sec-V
KOL-91.

2. P. Mukherjee
SALT LAKE ELECTRICITY
SEC - V
KOL-91

SITE PLAN AT BOOTH NO.-62,63, R.S. DAG NO. -1369 (P),
1368(P),1370(P),1371(P),1422(P), MOUZA- SATULI, J.L. NO.-49,
L .R. KHATIAN NO.- 2129, 2166, 2175 , PS kashipur(formerly Bhangar), PO
Pithapukur. UNDER "BHAGWANPUR GRAM PANCHAYAT"
DIST-24 PARAGANAS(S).

LAND AREA = 2.81 ACRES = 11641.23 SQ.MT.



Sanjoy Kumar Ghosh

S. Mukherjee

.....
(Signature of the Owner/Attorney)

ALL DIMENSIONS ARE IN MM

Sanjoy Realcon Private Limited

.....
.....

SPECIMEN FORM FOR TEN FINGER PRINTS



S. Muthukumar	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature _____



Sanjoy Kumar Ghosh	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature _____



Dilip Kumar Das	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature _____



Sanjoy Reza	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Sanjoy Reza Private Limited
 Signature _____
 Add'l. Exp. Laboratory

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201718-019240569-1 Payment Mode Online Payment
GRN Date: 09/03/2018 19:27:21 Bank: State Bank of India
BRN: CKF2278943 BRN Date: 09/03/2018 00:00:00

DEPOSITOR'S DETAILS

Challan No. : 16301000070129/4/2018
(Query No./Query Year)

Name : SIMOCO SYSTEMS AND INFRASTRUCTURE SOLUTIONS LTD
Contact No. : 30049909 Mobile No. : +91 9830067759
E-mail : dasalokkumar@gmail.com
Address : BLOCK EPGP SECTOR VSALT LAKE KOLKATA 700091
Applicant Name : Mr Tista Chatterjee
Office Name :
Office Address :
Status of Depositor : Attorney of Executant
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 4

PAYMENT DETAILS

Sl No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	16301000070129/4/2018	Property Registration- Stamp duty	0030-03-103-003-02	74921
2	16301000070129/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	4053

Total

78974

In Words : Rupees Seventy Eight Thousand Nine Hundred Seventy Four only





Sarjoy Realcon Private Limited
Authorized Signatory



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16301000070129/2018



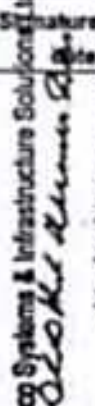



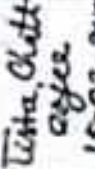
L Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs Sangita Mukherjee Godrej Genesis Building, 2nd Floor, Sector-V, Block/Sector: EP GP, P.O:- Sech Bhawan, P.S:- Bidhannagar, District-North 24- Parganas, West Bengal, India, PIN - 700091	Represent ative of Land Lord [Samasth Infotainment Private Limited]			Samasth Infotainment Pvt. Ltd. S. Mukherjee 15/08/2018
2	Mr Sanjoy Kumar Ghosh Godrej Genesis Building, 2nd Floor, Sector-V, Block/Sector: EP GP, P.O:- Sech Bhawan, P.S:- Bidhannagar, District- North 24-Parganas, West Bengal, India, PIN - 700091	Represent ative of Land Lord [Simoco Telecomm unications South Asia Limited]			Simoco Telecommunications (South Asia) Ltd. Sanjoy Kumar Ghosh Authorized Signatory

Sanjoy Kumar Ghosh Private Limited

Authorized Signatory

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr Aloka Kumar Das Godrej Genesis Building, 2nd Floor, Sector-V, Block/Sector: EP GP, P.O:- Sech Bhawan, P.S:- Bidhannagar, District-North 24- Parganas, West Bengal, India, PIN - 700091	Represent ative of Land Lord [Simoco Systems And Infrastruct ure Solutions Limited]			 15/03/2018 Simoco Systems & Infrastructure Solutions Ltd
4	Mr Rupam Dey Sugandhya More, Delhi Road, NH-2 Bye Pass, P.O:- Sugandhya, P.S:- Polba, District-Hooghly, West Bengal, India, PIN - 712102	Represent ative of Developer [Sanjoy Realcon Private Limited]			 15/03/2018 Sanjoy Realcon Private Limited
Sl No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Tista Chatterjee Daughter of Late Dhiren Chatterjee High Court Calcutta, P.O:- GPO, P.S:- Hare Street, District-Kolkata, West Bengal, India, PIN - 700001	Mrs Sangita Mukherjee, Mr Sanjoy Kumar Ghosh, Mr Aloka Kumar Das, Mr Rupam Dey		 15-03-2018	

(Pradipta Kishore Guha)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. -
V SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

Sanjoy Realcon Private Limited

Authorized Signatory

On 07-03-2018

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 4,05,27,000/-

Pradipta
Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 15-03-2018

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

Presented for registration at 19:55 hrs on 15-03-2018, at the Private residence by Mr Aloke Kumar Das ,

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 15-03-2018 by Mrs Sangita Mukherjee, Authorised Representative, Samasth Infotainment Private Limited, Godrej Genesis Building, 2nd Floor, Sector-V, Block/Sector: EP GP, P.O:- Sech Bhawan, P.S:- Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700091

Identified by Tista Chatterjee, . . Daughter of Late Dhiren Chatterjee, High Court Calcutta, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 15-03-2018 by Mr Sanjoy Kumar Ghosh, Managing Director, Simoco Telecommunications South Asia Limited, Godrej Genesis Building, 2nd Floor, Sector-V, Block/Sector: EP GP, P.O:- Sech Bhawan, P.S:- Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700091

Identified by Tista Chatterjee, . . Daughter of Late Dhiren Chatterjee, High Court Calcutta, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 15-03-2018 by Mr Aloke Kumar Das, Authorised Representative, Simoco Systems And Infrastructure Solutions Limited, Godrej Genesis Building, 2nd Flor, Sector-V, Block/Sector: EP GP, P.O:- Sech Bhawan, P.S:- Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700091

Identified by Tista Chatterjee, . . Daughter of Late Dhiren Chatterjee, High Court Calcutta, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 15-03-2018 by Mr Rupam Dey, Director, Sanjoy Realcon Private Limited, Sugandhya More, Delhi Road NH-2 Bye Pass, P.O:- Sugandhya, P.S:- Polba, District-Hooghly, West Bengal, India, PIN - 712102

Sanjoy Realcon Private Limited
[Signature]
Authorized Signatory

Major Information of the Deed :- I-1630-00642/2018-22/03/2018

Identified by Tista Chatterjee, , Daughter of Late Dhiren Chatterjee, High Court Calcutta, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Pradipta

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 20-03-2018

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,053/- (B = Rs 4,000/- , E = Rs 21/- , H = Rs 28/- , M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 4,053/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 09/03/2018 12:00AM with Govt. Ref. No: 192017180192405691 on 09-03-2018, Amount Rs: 4,053/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKF2278943 on 09-03-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 74,921/- and Stamp Duty paid by by online = Rs 74,921/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 09/03/2018 12:00AM with Govt. Ref. No: 192017180192405691 on 09-03-2018, Amount Rs: 74,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKF2278943 on 09-03-2018, Head of Account 0030-02-103-003-02

Sati Prosad

Sati Prosad Bandopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 22-03-2018

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duty stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.



Sanjoy Rahaon Private Limited
Sanjoy Rahaon
Authorized Signatory

Major Information of the Deed :- I-1630-00642/2018-22/03/2018

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 087259, Amount: Rs. 100/-, Date of Purchase: 02/11/2017, Vendor name: Manika Mondal



Sati Prosad Bandopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Sanjoy Realty Private Limited



Authorized Signatory

Major Information of the Deed :- I-1630-00642/2018-22/03/2018

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1630-2018, Page from 21167 to 21283
being No 163000642 for the year 2018.



Sati Prosad Bandopadhyay

Digitally signed by SATIPRASAD
BANDYOPADHYAY
Date: 2018.03.22 16:21:59 +05:30
Reason: Digital Signing of Deed.

(Sati Prosad Bandopadhyay) 22-03-2018 16:21:51
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.



Sanjoy Realco Private Limited
Sanjoy
Authorized Signatory

(This document is digitally signed.)