

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this ..... day of  
..... 2020

**BETWEEN**

Simoco Systems & Infrastructure Solutions Ltd.

*Prasenjit Mukherjee*  
Authorised Signatory

P.T.O

1) **SAMASTH INFOTAINMENT PRIVATE LIMITED**, (CIN NO. U74900WB2009PTC135363) / (PAN AANCS1174R), the company is incorporated under the provisions of the Companies Act, 1956, having their respective registered Office at Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector – V, Salt Lake Electronics Complex, P.O Sech Bhawan P.S. Electronics Complex Kolkata – 700091, hereinafter, jointly, called and referred to as the “**VENDOR**” being represented, jointly or severally, by its Authorised Signatory and constituted Attorney **Ms. ALOLIKA GHOSH (PAN BRBPG7255G)**, daughter of Mr. Amitava Ghosh (which expression shall unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include their successors or successors-in-office and/or agents etc.) of the **FIRST PART**.

**AND**

1.

, and 2.

, Both by faith Hindu, both By Nationality Indian, both are residing at , Kolkata- 700094, West Bengal, India, hereinafter referred to as the “**PURCHASERS**”, (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs, successors, executors and/or assigns etc.) of the **SECOND PART**.

**AND**

**SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED** (CIN: U72200WB2007PLC115201) / (PAN AAKCS8592A), (hereinafter referred to as “**SIMOCO SYSTEMS**”), a public limited company incorporated under the Companies Act, 1956, which expression shall, unless excluded by or repugnant to the meaning or the context thereof, be deemed and 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, called and referred to as THE **DEVELOPER/ CONFIRMING PARTY** being represented, jointly or severally, by its Authorised Signatory and constituted Attorney **Ms. ALOLIKA GHOSH (PAN BRBPG7255G)**, daughter of Mr. Amitava Ghosh (which expression shall unless excluded by or repugnant

to the subject or context be deemed to mean and include its partner or Partners, successors-in-office and assigns etc.) of the **THIRD PART**.

**WHEREAS** the vendors herein sized and possessed and/or well and sufficiently entitled and sole and absolute owners of **ALL THAT** piece and parcel of Bastu land measuring **49 Decimal equivalent to 0.49 Acre equivalent to 21615.23sq.ft.** situated at Mouza Satuli, J.L. No. 49, L.R. Khatian Nos 2129, R.S./L.R. Dag No. 1358(P), 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 enjoying the said property without any let or hindrance.

**(Chain / Report on Title)**

1. By a Deed of Sale, dated the 30<sup>th</sup> day of April, 2014 made between Bhaskar Kali and Kanan Bala Mondal, therein referred to as the Vendors of the One Part, and Samasth Infotainment Pvt. 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. 08, Pages from 1520 to 1544 Being No. 02491 for the year 2014 said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Vendor – 01, Bhaskar Kali, sold all the piece or parcel of the land, L.R Khatian No – 1969, R.S Dag No – 1358, area 4.50 Decimal out of 108 Decimal in share 0417, R.S Dag No – 1381, area 0.33 Decimal out of 52 Decimal in share 069, R.S Dag No – 1382, and area 1.44 Decimal out of 52 Decimal in share 0278. Whereas Vendor – 02, Kanan Bala Mondal, sold all the piece or parcel of the land, L.R Khatian No – 1971, R.S Dag No – 1358, area 4.50 Decimal out of 108 Decimal in share 0416, R.S Dag No – 1381, area 0.33 Decimal out of 52 Decimal in share 069, R.S Dag No – 1382, and area 1.44 Decimal out of 52 Decimal in share 0278., 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 24th day of April, 2014 made between Malati Sardar, therein referred to as the Vendor of the One Part, and Samasth Infotainment Pvt. 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

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in Book-I, CD Volume No. 07, Pages from 1245 to 1265 Being No. 02377 for the year 2014 said Vendor for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Jugal Pada Mondal is the original L.R. Record owner, being Khatian No – 207. Whereas Jugal Pada Mondal died intestate leaving behind his widow, Two Son and One Daughter. Herein Malati Sardar is only daughter of Jugol Pada Mondal, whereas present Vendor became one of the owner/occupiers by virtue of inheritance from Jugal Pado Mondal as per his share according to Hindu Law of Succession. Whereas Vendor namely Malati Sardar, sold all the piece or parcel of the land, L.R Khatian No – 207, R.S Dag No – 1341, area 0.07 Decimal out of 14 Decimal in share 00208, R.S Dag No – 1358, area 04 Decimal out of 13 Decimal in share 00208, R.S Dag No – 1360, area 0.75 Decimal out of 03 Decimal in share 00967, R.S Dag No – 1382, area 1.08 Decimal out of 05 Decimal in share 00833, R.S Dag No – 1399, area 04 Decimal out of 16 Decimal in share 00100, 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.

3. By another Deed of Sale dated the 28<sup>th</sup> day of May, 2014 made between Totaram Mandal, therein referred to as the Vendor of the One Part, and Samasth Infotainment Pvt. 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. 10, Pages from 5575 to 5592 Being No. 04797 for the year 2014 said Vendor for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Vendor, Totaram Mandal, sold all the piece or parcel of the land, L.R Khatian No – 162, R.S Dag No – 1358, area 13.50 Decimal out of 108 Decimal in share 1250, R.S Dag No – 1381, area 01 Decimal out of 48 Decimal in share 0208, R.S Dag No – 1382, area 4.33 Decimal out of 52 Decimal in share 0833, 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.

4. By another Deed of Sale dated the 25<sup>th</sup> day of April, 2014 made between Abhay Mondal, Tapan Mondal, Pranati Biswas, Arati Ghosh, Bhagabati Naskar, Sandhya Rani Naskar, Minati Mandal, Sarothi Pahar, therein referred to as the Vendors of the One Part,

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and Samasth Infotainment Pvt. 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. 07, Pages from 1286 to 1324 Being No. 02394 for the year 2014 said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Nishi Bala Mondal was the originally L.R. Record owner. being Khatian No – 213, Whereas Nishi Bala Mondal died intestate leaving behind her two sons and Six daughter namely Abhay Mondal, Tapan Mondal, Pranati Biswas, Arati Ghosh, Bhagabati Naskar, Sandhya Rani Naskar, Minati Mandal, Sarothi Pahar, here in the present vendors. After the demise of Nishi Bala Mondal, the present Vendors are became the absolute owner/occupiers by virtue of inheritance from Nishi Bala Mondal, as per their share according to Hindu Law of Succession. Whereas Vendors, sold all the piece or parcel of the land, L.R Khatian No – 213, R.S Dag No – 1358, area 04 Decimal out of 108 Decimal in share 0312, R.S Dag No – 1360, area 01 Decimal out of 31 Decimal in share 0242, R.S Dag No – 1368, area 04 Decimal out of 30 Decimal in share 1250, R.S Dag No – 1381, area 0.25 Decimal out of 48 Decimal in share 0053, R.S Dag No – 1382, area 01.08 Decimal out of 52 Decimal in share 0209, 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.

5. By another Deed of Sale dated the 21<sup>st</sup> day of May, 2014 made between Shankar Kali, therein referred to as the Vendor of the One Part, and Samasth Infotainment Pvt. 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. 10, Pages from 1052 to 1069 Being No. 04591 for the year 2014 said Vendor for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Vendor, Shankar Kali, sold all the piece or parcel of the land, L.R Khatian No – 1970, R.S Dag No – 1358, area 4.50 Decimal out of 108 Decimal in share 0417, R.S Dag No – 1381, area 0.33 Decimal out of 48 Decimal in share 0069, R.S Dag No – 1382, area 1.44 Decimal out of 52 Decimal in share 0278, 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.

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6. By another Deed of Sale dated the 09<sup>th</sup> day of June, 2014 made between Tapan Mondal, Abhay Mondal and Pranati Biswas, therein referred to as the Vendors of the One Part, and Samasth Infotainment Pvt. 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. 10, Pages from 856 to 883 Being No. 03065 for the year 2014, said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Vendor – 01, Tapan Mondal sold all the piece or parcel of the land, L.R Khatian No – 210, R.S Dag No – 1358, area 3.37 Decimal out of 108 Decimal in share 0312, R.S Dag No – 1368, area 3.75 Decimal out of 30 Decimal in share 1250, R.S Dag No – 1381, area 0.25 Decimal out of 48 Decimal in share 0052 and R.S Dag No – 1382, area 1.08 Decimal out of 52 Decimal in share 0208. Whereas Vendor – 02, Abhay Mondal sold all the piece or parcel of the land, L.R Khatian No – 210. R.S Dag No – 1358, area 3.37 Decimal out of 108 Decimal in share 0312, R.S Dag No – 1368, area 3.75 Decimal out of 30 Decimal in share 1250, R.S Dag No – 1381, area 0.25 Decimal out of 48 Decimal in share 0052 and R.S Dag No – 1382, area 1.08 Decimal out of 52 Decimal in share 0208. Whereas Vendor – 03, Pranati Biswas, sold all the piece or parcel of the land, L.R Khatian No – 212, R.S Dag No – 1358, area 3.37 Decimal out of 108 Decimal in share 0312, R.S Dag No – 1368, area 3.75 Decimal out of 30 Decimal in share 1250, R.S Dag No – 1381, area 0.25 Decimal out of 48 Decimal in share 0052 and R.S Dag No – 1382, area 1.08 Decimal out of 52 Decimal in share 0208 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.

7. By another Deed of Sale dated the 28<sup>th</sup> day of May, 2014 made between Mangal Pada Mondal, therein referred to as the Vendor of the One Part, and Samasth Infotainment Pvt. 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. 10, Pages from 5557 to 5574 Being No. 04796 for the year 2014 said Vendor for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Vendor, Mangal Pada Mondal, sold all the piece or parcel of the land, L.R Khatian No – 208. R.S Dag No –

1358, area 13.50 Decimal out of 108 Decimal in share 1250, R.S Dag No – 1381, area 01 Decimal out of 48 Decimal in share 0208, R.S Dag No – 1382, area 4.33 Decimal out of 52 Decimal in share 0833, R.S Dag No – 1394, area 14 Decimal out of 14 Decimal in share 10000, R.S Dag No – 1395, area 6.50 Decimal out of 13 Decimal in share 5000, 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.

8. By another Deed of Sale dated the 28<sup>th</sup> day of May, 2014 made between Shashdhar Mandal and Karnadhar Mandal, therein referred to as the Vendors of the One Part, and Samasth Infotainment Pvt. 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. 10, Pages from 5537 to 5556 Being No. 04795 for the year 2014 said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Jugol Mandal was the original L.R. Record owner, being Khatian No – 207, Whereas Jugol Mandal died intestate leaving behind his widow and Two Son, namely Taramani Mondal, Shashdhar Mandal and Karnadhar Mandal. After the demise of Jugol Mandal, his legal hair are became the absolute owner/occupiers by virtue of inheritance from Jugol Mandal, as per their share according to Hindu Law of Succession. Whereas Taramani Mondal was another L.R Record owner, being Khatian No – 844. Whereas Taramani Mondal transfer her property to her two sons namely Shashdhar Mandal and Karnadhar Mandal, here in the Vendors, by virtue of registration Gift Deed in date 11.12.2012, in Book No – 1, C.D Volume No – 21, Pages 1398 to 1419, Gift Being No – 5914/2012, which was recorded at A.D.S.R.O Bhangar. Whereas Vendors sold all the piece or parcel of the land, L.R Khatian No – 207, R.S Dag No – 1399, area 12 Decimal out of 16 Decimal in share 10000, R.S Dag No – 1382, area 3.24 Decimal out of 4.33 decimal in share 0833 in total 52 Decimal, R.S Dag No – 1358, area 10.11 Decimal out of 13.50 decimal in share 1250 in total 108 Decimal, and another L.R. Khatian No – 844, R.S Dag No – 1383, area 23 Decimal out of 46 Decimal in share 5000, 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.

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9. By virtue of the above, said Samasth Infotainment Pvt. Ltd., is become absolutely seized and possessed of, or otherwise well and sufficiently entitled to All That piece and parcel of land admeasuring an area aggregating to totalling of **49 Decimal equivalent to 0.49 Acre equivalent to 21615.23sq.ft.** at Mouza Satuli, J.L. No. 49, L.R. Khatian No 2129, R.S./L.R. Dag No. 1358(P), 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, morefully, described in the **Land Schedule** hereinabove written ("**Said Land**").

10. The land owners herein thereafter applied before the appropriate authority to permit the change of existing character/ classification and/or for conversion of all its aforesaid plots of land into *Bastu* (Commercial) for development thereof and the ADM & DL&LRO, South 24 Parganas, Alipore through Block-Divisional Land & Land Reforms Officer, Bhangar-II, South 24 Parganas, under Section 4C of the West Bengal Land Reforms Act 1955, accorded his permission to change the existing character/ classification and/or conversion of the land.

**AND WHEREAS** the **VENDORS** mutated their names in the records of **B.L. & L.R.O.** Bhangar II, and got their L.R. Record of rights and it was recorded under **L.R. Khatian No. 2129, R.S./L.R. Dag No. 1358(P)**, and the vendors for deriving optimum benefit and returns from their land entered into a Development Agreement on dated 17.01.18 and Registered that document on the **dated 17.12.2019** which being no. **3279/19** at the office of the DSR -V, Alipore, South 24 Parganas, vide Book-1, Volume Number 1630-2019, Pages from 132376 to 132426, being No. 3279 for the year 2019 in respect of land owned by them recorded with the Office of the BL & LRO at Bhangar -II more fully described in the **FIRST SCHEDULE** for development. Therein the Developer has assigned **SIMOCO SYSTEMS** to market and sell Commercial Unit(Shop) in the Project more fully described below; assign

**AND WHEREAS** in terms of the said agreement the vendors were allotted Commercial Unit(Shop) in the complex in consideration of their land and excepting the vendors allocation the remaining Commercial Unit(Shop) and any other spaces, vacant spaces etc. were allotted to the share of the Developer and the Developer shall appropriate the sale proceeds of his allotted share **AND** in terms of the said agreement the Commercial

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Unit(Shop) hereby offered for sale to the purchaser herein belongs to the share of the developer.

**AND WHEREAS** the Developer obtained approved building plan of the project consisting of G+2 storied buildings dated **24/01/2018** from the Bhagwanpur Gram Panchayat.

**AND WHEREAS SIMOCO SYSTEM** has undertaken the construction works of the project on the said land by constructing buildings in accordance with the approved building plan dated **24/01/2018** and complying with general specification of construction.

**AND WHEREAS** the Developer and the owners of the land offered the purchaser herein to sell a Commercial Unit (Shop) from developer's allocation identified by **SHOP No. 3B** on the **1<sup>st</sup> Floor, Under Precinct-15**, covering a Carpet area of **600.72 Sq. Ft.**, from in the said **SHOP** at a price or consideration of **Rs.19,37,940/- (Rupees Nineteen Lakh Thirty Seven Thousand Nine Hundred Forty only)**, and the Property is free from all encumbrances.

**AND WHEREAS** the **PURCHASER**, the second party herein, has gone through the Title Deeds, and inspected the building plan and other relevant papers and documents and being fully satisfied to the title of the property, building plan and clear marketability of the property agreed to purchase the **SHOP No. 3B** on the **1<sup>st</sup> Floor, Under Precinct-15** measuring Carpet area of **600.72 Sq. Ft.** more or less, lying and situated at Mouza Satuli, J.L. No. 49, L.R. Khatian No 2129, R.S./L.R. Dag Nos. 1358(P) 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, fully described in **FIRST SCHEDULE** hereunder written together with undivided proportionate share of land and right to use and enjoying the common areas and facilities of the building and premises more fully described in the **SECOND SCHEDULE** hereunder written and for greater clearance of the map or plan annexed herein, as fully completed unit/flat in good and decent condition.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS**

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In pursuance of the said Agreement and consideration of the said sum of **Rs.19,37,940/- (Rupees Nineteen Lakh Thirty Seven Thousand Nine Hundred Forty only)**, of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor (receipt whereof the Vendor do hereby as also the Memo of Consideration written herein below admit and acknowledge and from the same and every part thereof hereby acquit, release and forever discharge the Purchaser and the property hereby sold and transferred the Vendor do hereby sell, grant, transfer and the property hereby sold and transferred) the Vendor/Vendor do hereby sell, grant transfer, convey, assign and assure unto the Purchaser ALL THAT piece and parcel of one **SHOP No. 3B** on the **1<sup>st</sup> Floor, Under Precinct-15**, covering a Carpet area of **600.72 Sq. Ft.** of the said G+2 Storied building together with undivided impartible proportionate share of land mentioned in the **FIRST SCHEDULED** herein under and the said Building now known as **"COMMERCIAL"** lying and situated at Mouza Satuli, J.L. No. 49, L.R. Khatian No 2129, R.S./L.R. Dag No. 1358(P), P.S. Kashipur (formerly Bhangar), P.O Pithapur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded with the Office of the BL&LRO, Bhangar in State of West Bengal (more fully and particularly described in the 'FIRST SCHEDULED' hereunder written) together with the undivided proportionate share of the land and the building, and enjoyment of the said flat including the uninterrupted A N D free access to other common areas, portions amenities and facilities hereunder written (hereinafter collectively referred to as the SAID COMMERCIAL UNIT(SHOP)OR HOWSOEVER OTHERWISE THE SAID Commercial Unit(Shop) now is or at any time or times hereto before was situated, butted bounded, called, known numbered described and distinguished TOGETHER WITH all fixtures, walls, passages, water courses and all manner of former or other rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the said any part thereof usually occupied or enjoyed or reputed to belonging or be appurtenant therein AND the reversion or reversions, remainder or remainders and the rents issues and profits thereof and every part thereof and all the estate, rights, title, interest, claims, use, inheritance, trust property or demand whatsoever of the vendors do at law or in equity into and upon the said Commercial Unit(Shop) or any part thereof TOGETHER WITH their and every of their respective rights manner and appurtenances whatsoever unto the purchaser absolutely and forever free from all encumbrances, trusts, charges, liens, dispendens, attachments,

acquisition and requisition by the Govt. or any Govt. Agency or other concern and all other liabilities whatsoever including however right to convey or transfer the said flat, if necessary at any time subject nevertheless to the easement or quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat hereunder written and excepting and reserving unto the vendors and other owners in the said building such easements or quasi-easements and rights and privileges as are mentioned and hereunder written also subject to the Purchaser covenant to bear and pay his proportionate share of common expenses to the Association / Society / Company formed by the owners / occupiers of the flat of the said building for maintenance of the Commercial Unit(Shop) of the said building as mentioned and hereunder written. The **SECOND and THIRD SCHEDULE** hereunder written shall offer the interests, easements, quasi-easements, exceptions, reservations and privileges of the flat owners / occupiers only and not of the flat owners of the said building.

1. **THE VENDOR/VENDOR DO HEREBY CONVENANT WITH THE PURCHASER AS FOLLOWS:**

- a) That the said Commercial Unit(Shop) (hereinafter referred to as **FIRST SCHEDULE**) and every part thereof are not attached in any proceedings started by or at the instance of Estate duty, Income Tax, Wealth Tax or Gift Tax Authorities and all rents, rates and taxes of concerned Authorities are duly paid and /or be paid accordingly or department of or under the provision of the Public Demand Recovery Act or otherwise and that to the knowledge of the Vendors certificate has been filed in the office of the Certificate Officer under the provisions of the execution of any certificate at the instance of Income Tax and/or Wealth Tax and /or Estate Duty Authority.
- b) That notwithstanding any act, deed, matter or thing by the vendors or by any of his ancestors or predecessors-in-title done executed or knowingly suffered or permitted or suffered the contrary, vendors are law fully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Commercial Unit(Shop) and/or premises together with the said sanctioned plan hereby sold, granted conveyed, transferred assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or conditions, use, trust or other thing what so ever alter,

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defect, encumber or make void the same AND THAT NOT WITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the Vendors has now good rightful power and lawful absolute authority to sell, grant, convey, transfer, assign and assure the said flat hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be unto and to the use of the Purchaser absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.

- c) That notwithstanding any act, deed or thing whatsoever here to before done, committed or knowingly suffered by the vendor and to the contrary the vendors has good rightful power absolute authority and indefeasible title and or otherwise well and sufficiently entitled to sell, grant, transfer, convey, assign and assure the said Commercial Unit(Shop) unto the purchaser in the manner aforesaid.
- d) That it shall be lawful for the purchaser at all time hereafter to Peaceably and quietly enter into and upon and hold, occupy and enjoy the said flat and receive the rents, issued and profit thereof without any lawful eviction interruption, hindrance, disturbances, shut, claim or demand whatsoever from or by the Vendors or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said Commercial Unit(Shop) from under through or in the trust for the Vendor and free from and forever discharge or otherwise and by and at the cost of the vendors well and sufficiently made harm less and indemnified of from and against all charges, liens, lispences, attachments by the vendors or any person or persons lawfully or equitable claiming as aforesaid.
- e) That the vendor and all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said flat from through under or in trust for the vendors and/or his predecessors in title or any of them shall and well from time to time and at all times hereafter upon every reasonable request at and the cost of the purchasers cause to be done made acknowledged and executed all such further and other acts, cause, thing and assurances whatsoever for further, better and more perfectly assuring the said Commercial Unit(Shop) sold, granted, transferred, conveyed assigned and assured and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

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- f) The purchaser shall be entitled to sell, transfer, mortgage, lease, rent, assign and/or deal with the said Commercial Unit(Shop) along with undivided proportionate share of the land and right of common spaces /part /portion /amenities/conveniences hereby acquired as described in the Schedules hereunder in such manner as the Purchaser shall think fit and proper subject to the terms and conditions herein without any consent or objection of any other co-owners or the vendors who have acquired before or who may hereafter acquire any right, title or interest similar to those contained by the Purchasers.
- g) The common portion / parts / amenities / conveniences, general or restricted shall remain undivided and that no owner shall bring any action for portion or division thereon forever.
- h) The percentage of the undivided interest in the land and in the General or restricted common portions / parts / amenities / conveniences shall not be altered at any point of time.

**THE PURCHASER HEREBY AGREES AND CONVENANTS WITH THE VENDOR/VENDOR AS FOLLOWS: -**

- a) That the right of the Purchaser shall remain restricted to the said Commercial Unit(Shop) undivided proportionate share of the land and properties appurtenant thereto described in the first, second and third schedule hereunder.
- b) That the vendor shall pay all outgoings taxes etc. and/or any other dues/debt whatsoever in nature payable to the competent authority and/or to the Government of West Bengal before Registration of the aforesaid Commercial Unit(Shop).
- c) That before separate Electric Meter is provided by the WBSEDCL to the purchaser, the purchaser shall pay to the vendor proportionate amount of the electric bill for consumption of electric energy for his Commercial Unit(Shop) on proper receipt, failing which the electric line will be disconnected. The payment shall be made month-by-month basis. The proportionate amount shall be mutually agreed upon, between owner and the

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- purchaser depending upon the quantum of electricity energy consumed by the purchaser.
- d) That the purchaser shall bear equal share with other Commercial Unit(Shop) owners of electricity consumed for all common purposes, viz. to run the pump, lights at stair case, passages, main entrance of the building and/or any other such places which shall be deemed necessary. This share of common expenses also include service charges viz. sweeper, guard etc., and shall pay the stipulated amount to the vendor or the association or the society which shall be formed soon after the registrations of all the Commercial Unit(Shop) of the aforesaid building. The payment shall be made in advance month-by-month within a stipulated date as mutually agreed upon. On failure, the payment shall be recovered from the purchaser with costs and the costs shall be mutually agreed upon between the parties or by the proposed building committee when it shall constitute the laws and rules for forming the committee.
- e) That as water will be supplied to the building from the common source, the purchaser shall bear the equal share of the common expenses, if any, of water supply inclusive of electricity charges and repair/maintenance charges of the pump/s or any other expenses which may have to incur at any time but not mentioned here to in the guide lines of the building committee's rules and regulations. The stipulated share of the expenses shall be paid to the vendor or the association or the society in advance month by month within a stipulated date as mutually agreed upon.
- f) For running the water pump(s) and illuminating the building as stated above, a separate electric meter shall be installed and maintained.
- g) The purchaser shall use the said purchased flat exclusively for residential purpose.
- h) The purchaser or any other Commercial Unit(Shop) owners in the said building shall not be entitled to keep or store any articles or goods in the common spaces or in roof of the building or in any open spaces, on stair cases, landing etc. etc. in any way.

- i) The purchaser and other owners/ occupiers of the said building shall form Society, Association or Company for maintaining the said building and the common areas of the said building and shall abide by building and the common areas of the said building and common parts/portions/amenities/conveniences thereof and shall observe and perform all rules and bye-laws of such Society, Association or Company.
- j) The purchaser will be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association or Company.
- k) In the event of any Capital expenditure for repairs, maintenance etc for common purpose the Purchaser shall be liable to make payment of the proportionate share as shall be determined by the said Society, Association or Company.
- l) The purchaser shall have the absolute right to mutate their names in the Local Municipal Office and B.L. & L.R.O. Office and pay the taxes of his/her/their respective portion to be separately assessed by the Authorities.
- m) To use in common with other occupiers and owners of other Commercial Unit(Shop) of the building, the common areas and facilities as described in the Third Schedule hereinafter written.

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO: -**

- a) THAT LAND: shall mean the land more fully described in the FIRST SCHEDULE hereunder written.
- b) That UNDIVIDED SHARE: shall mean that entire undivided variable impartible share in the land attributable to the unit beneath the building. Such undivided share shall be determined by the vendor in its absolute discretion and in the event of any further construction, the said undivided share shall stand reduced and/or varied.
- c) That PLANS: shall mean and include building plan duly sanctioned by the Bhagwanpur Gram Panchayat and vetted by Zilla Parishad, South 24 Parganas for construction of the said building and shall also include the revised and/or other plans, elevations, designs, the said buildings and as may from time to time

sanctioned and/or approved by the appropriate authorities and/or departments and/or as may be deemed necessary by the Architect/vendor.

- d) That the area of the Commercial Unit(Shop) hereby agreed to be transferred, the owner/vendor shall be entitled to make any addition, alteration or made any extension no reduction in the common passage for which the purchaser shall not be entitled to raise any objection of whatsoever nature.
- e) After possession of the said Commercial Unit(Shop) is taken over by the purchaser the purchaser shall not be entitled to raise any dispute or claim any amount on account of bad workmanship or inferior quality of material used in the said Commercial Unit(Shop) or in the building nor on area of the said Commercial Unit(Shop) (except that any patent or latent defect) to the said Commercial Unit(Shop) or the said building would be made good or rectified whatsoever possible by the Vendor/owner at its own costs if pointed out within three months from the date of taking possession.
- f) The right of the purchaser shall remain restricted to the said unit mentioned in the Schedule B and in no event, the purchaser shall be entitled to and hereby agrees not to claim any right in respect of any other parts or portions of the said building and the said premises except what is mentioned in the **SECOND SCHEDULE** hereunder written.
- g) From the date of intimation of delivery of possession all proportionate rates, charges and maintenance charges in respect of the said unit including the common areas shall be borne, paid and discharged by the purchaser to the Vendor (until building committee is formed).
- h) The proportionate share of the purchaser in the various matters referred herein shall be such as be determined by the owner/vendor and the purchaser shall be bound to accept the same.
- i) The purchaser shall have right to go to the ultimate roof for purpose of maintenance of the same or the maintenance of water line etc. he may go to roof. But neither any one will have any right to keep/dump anything whatsoever on roof nor will have the right to make garden on roof nor drying garment. No structure (permanent or temporary) can be constructed on roof.

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j) The vendor shall have right to raise further construction upon the roof after taking proper sanction from the competent authority and the purchaser shall have no right to raise any objection to that effect.

k) Common running Expenses:

The Purchaser or unit holder will share equally with other Commercial Unit(Shop) owners the total 'common running expenses' for common electric charges for water pump, common passage lighting, sweeper's salary, chowkider's salary. The Purchaser will pay this amount to the Secretary of Building committee month by month to meet up the monthly expenses. Share of this common running expense will be as decided by the association /committee.

l) Major repair/maintenance expenses:

The expenses for outside colouring, major repair works of the common areas/outside walls of the building, replacement of water pump etc. etc. are will be in this head. The purchaser has to pay share of the total expenses of this purpose as and when required. Share of this major repair/maintenance expenses will vary with the size of flats area as consumed.

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**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(“the said Premises/ Property/Land”)

**ALL THAT PIECE AND PARCEL OF LAND** situate at Mouza Satuli, J.L. No. 49, L.R. Khatian No 2129, R.S/L.R Dag No. 1358(P) P.S. Kashipur (formerly Bhangar), P.O Pithapur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded with the Office of the BL&LRO, Bhangar in State of West Bengal totaling **49 Decimal equivalent to 0.49 Acre equivalent to 21615.23sq.ft.**

**BUTTED AND BOUNDED BY:**

ON THE NORTH : Sanhita Precinct 12, Building No.3B28  
 ON THE SOUTH : Sanhita Precinct 9  
 ON THE EAST : Sanhita Precinct 12, Building No.2B21  
 ON THE WEST : 12m wide Road

**THE SECOND SCHEDULE ABOVE REFERRED TO:****(THE COMMERCIAL UNIT (SHOP) BEING SOLD HEREIN)**

**ALL THAT** piece and parcel of one SHOP No. 3B on the 1<sup>st</sup> Floor, Under Precinct-15 covering a Carpet area of 600.72 Sq. Ft., of the said G+2 Storied building together with undivided impartible proportionate share of land mentioned in the “First Scheduled” hereinabove and the said Building now known as “Block 3B5, Under Precinct-15” lying and situated at Mouza Satuli, J.L. No. 49, L.R. Khatian Nos 2129, R.S./L.R. Dag Nos. 1358, totaling **49 Decimal equivalent to 0.49 Acre equivalent to 21615.23sq.ft.**; under P.S. Kashipur (formerly Bhangar), P.O Pithapur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded with the Office of the BL&LRO, Bhangar in State of West Bengal. And the SHOP space to be conveyed are delineated in the map or plan annexed hereto and depicted by RED border lines together with all facilities, amenities and utilities in all common areas comprised in the said building as well as in said premises.

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*Prosejit Mukherjee*  
 Authorised Signatory

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THE THIRD SCHEDULE ABOVE REFERRED TO:

**DETAILED SPECIFICATIONS FOR PROPOSED (G+2) STORIED  
COMMERCIAL BUILDING:**

**A. CIVIL WORKS :**

1. FOUNDATION : : R.C.C. Foundation
  2. SUPER-STRUCTURE : R.C.C. Frame Structure .
  3. MASONARY WORKS :
    - a. All external walls will be 200 mm thick of Fly Ash Brick/AAC block.
    - b. All internal walls will be 100/125 mm thick of Fly Ash Brick/AAC block.
  4. PLASTERING WORKS :
    - a) 20mm thick Cement Plaster using cement mortar 1:6 in external wall surfaces. 15mm thick Cement Plaster in internal wall.
    - b) 10mm thick Cement Plaster using cement mortar 1:4 in ceiling and concrete surfaces.
  5. INTERNAL SURFACE FINISHES :
    - a) All Internal Wall surfaces and ceiling: 1.5mm Plaster of Paris / Putty finish.
  6. EXTERNAL SURFACE FINISHES: Painted with 2 coats of Anti fungal External grade of standard make Paint of approved shade.
  7. FLOORING : IPS flooring
  8. SHUTTER : Rolling Shutter
- ELECTRICAL POINT: 1 Fan point, 2 Light Points, 1 16 Amp power point.

Simoco Systems & Infrastructure Solutions Ltd.

*Roseanjit Markheyu*  
Authorised Signatory

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

**SIGNED AND DELIVERED**

In the presence of

WITNWSSES :-

1.

**SIGNATURE OF THE VENDOR**

2.

**SIGNATURE OF THE DEVELOPER**

**SIGNATURE OF THE PURCHASER**

Drafted a Drafted and prepared by me

**(TISTA CHATTERJEE)**

Advocate

High Court at Calcutta

Enrollment No – F/1522/1573 of 2012

Simoco Systems & Infrastructure Solutions Ltd.

*Rosevijit Mukherjee*  
Authorised Signatory

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MEMO OF CONSIDERATION

**RECEIVED** from the named **PURCHASER (S)** a sum of **Rs.19,37,940/- (Rupees Nineteen Lakh Thirty Seven Thousand Nine Hundred Forty only)** towards consideration Agreement for sale of the said Commercial Unit(Shop) as aforesaid as per this Memo of Consideration as under as advance.

Advance Details			
Cheque No	Date	Bank	Amount(Rs.)
Total			19,37,940/-

WITNESS

1.

2.

(VENDOR)

**SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED** for Self as well as the Constituted Attorney of **SAMASTH**, through its Authorized Representative **Ms. ALOLIKA GHOSH** at Kolkata

Simoco Systems &amp; Infrastructure Solutions Ltd.

*Roseanjit Mukherjee*  
Authorized Signatory

P.T.O