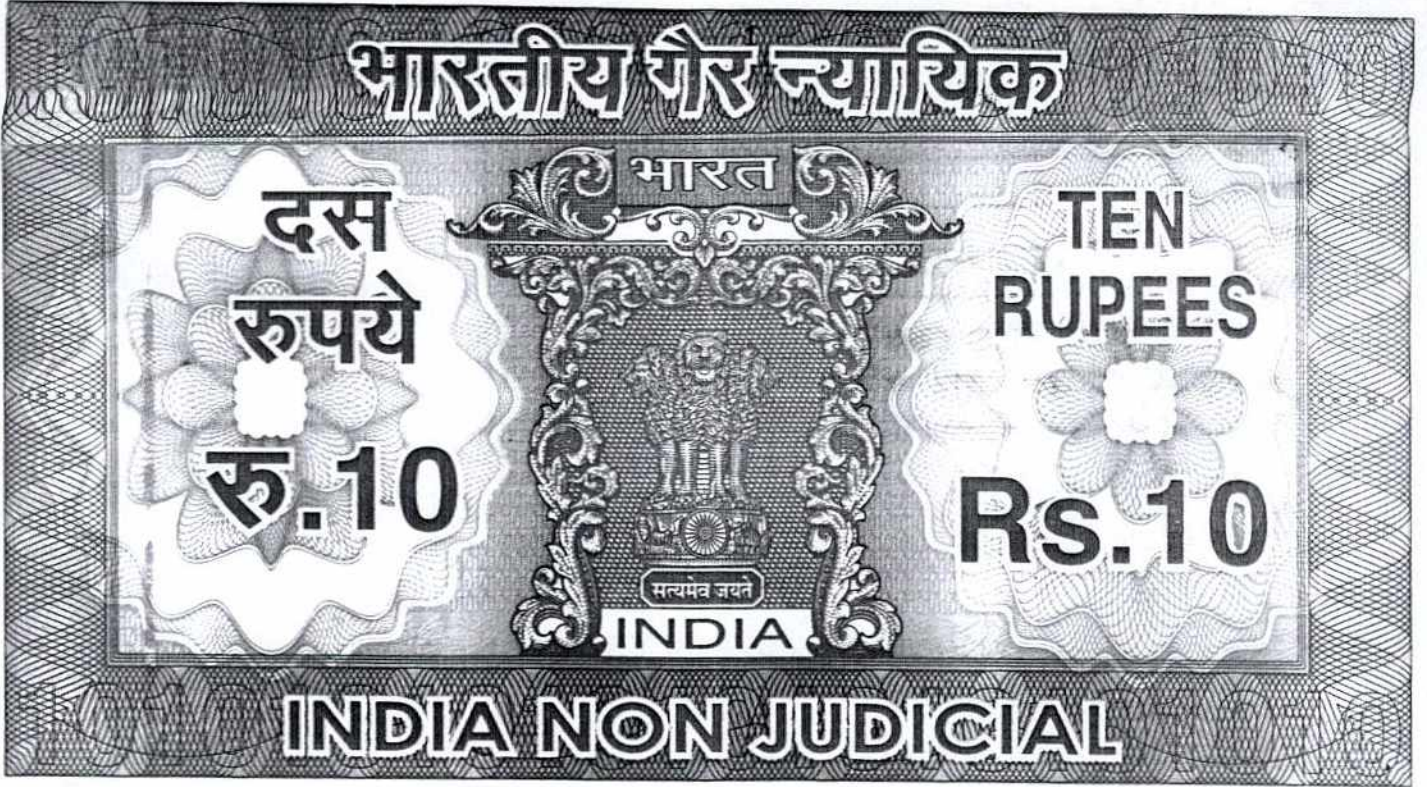


F-5-9 / commercial



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

29AB 108634

AGREEMENT

THIS AGREEMENT TO SELL (the 'AGREEMENT') is made at KOLKATA on this 1ST day of March'2019.

BETWEEN

- 1) **SAMASTH INFOTAINMENT PRIVATE LIMITED**, (CIN NO. U74900WB2009PTC135363) / (PAN AANCS1174R) a private limited company registered under Companies Act, 1956, represented by Mr.Kamalendu Polley (PAN AFPPP0727F), Director and Authorised Representative, having Registered Office at Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector - V, Salt Lake Electronics Complex, P.O SechBhawan P.S. Electronics Complex Kolkata - 700091, 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 of the **FIRST PART**;

Simoco Systems & Infrastructure Solutions Ltd

Kamalendu Polley
Authorised Signatory

Sarajit Ghosh
01/03/2019

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Sarajit Ghosh
Authorised Signatory

- 2) **SIMOCO SYSTEMS AND INFRASTRUCTURE SOLUTIONS LIMITED**(CIN: U72200WB2007PLC115201) / (PAN AAKCS8592A) a public limited company registered under Companies Act, 1956, represented by Mr. Prosenjit Mukherjee (PAN AJRPM1258L), Director and Authorised Representative, having Registered Office at Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector – V, Salt Lake Electronics Complex, P.O. SechBhawan P.S. Electronics Complex Kolkata – 700091, 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 of the **SECOND PART**;

AND

- 3) **Mr. SARAJIT GHOSH (PAN: AQDPG2411J)**, son of **MR. BARUN KUMAR GHOSH** resident of Talbagan, PO: Purbaputuriy, Kolkata-700093, hereinafter referred to as **APPLICANT** and severally referred to as the "**PURCHASER**", hereinafter referred to as **CO-APPLICANT** jointly and severally referred to as the "**PURCHASER(S)**" which expression unless excluded by or repugnant to the subject or context or meaning thereof, shall mean or include his/her/their heir(s), executor(s), administrator(s), and successor(s) of the "**THIRD PART**".

SAMASTH, SIMOCO SYSTEMS and PURCHASER (S) are hereinafter individually referred to as the "**PARTY**" and collectively referred to as the "**PARTIES**".

WHEREAS SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED (hereinafter referred to as "**SIMOCO SYSTEMS**") and **SAMASTH INFOTAINMENT PRIVATE LIMITED** (hereinafter referred to as "**SAMASTH**"), all having Registered Office at Block EP & GP, Sector – V, Salt lake Electronics Complex, P.S. Electronics Complex, Kolkata – 700091, And **SAMASTH INFOTAINMENT PRIVATE LIMITED** (hereinafter referred to as "**SAMASTH**") is the owner of the land, **R.S./L.R. Dag No 1358 and L.R. Khatian No. 2129**, situate at Satuli, P.S. Kashipur, Dist. 24 Parganas (South), Sub Division- Baruiipur, Bhangar-II, Pin- 700135 made a Development Agreement with **SIMOCO SYSTEMS**, in respect of land owned by **SAMASTH**, recorded with the Office of the BL & LRO at Bhangar more fully described in the **FIRST SCHEDULE** for development with permission to **SIMOCO SYSTEMS** to market and sell Commercial Spaces / Units in the Project more fully described below;

WHEREAS land provided by the Land Owner for the purpose of development is more fully given in the **FIRST SCHEDULE** hereinafter;

WHEREAS detail of the Commercial Space / Unit to be purchased by the **PURCHASER(S)** is more fully given in the **SECOND SCHEDULE** hereinafter;

WHEREAS specification of the Commercial Space / Unit is more fully given in the **THIRD SCHEDULE**;



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Simoco Systems & Infrastructure Solutions Ltd.
 Prosenjit Mukherjee
 Authorised Signatory

WHEREAS by a Board Resolution dated 22/11/2018 executed by "SAMASTH" in favour of 'SIMOCO SYSTEMS' is empowered to sell Commercial Spaces / Units' along with space for parking in the housing project being built under the name and style, 'SANHITA' (hereinafter referred to as the 'COMMERCIAL SPACE(s) / UNIT(s)' in the said PROJECT) WHEREAS the PURCHASER(S) has applied vide Application No: 423089. dated: 16.05.2018 for allotment of a 'COMMERCIAL SPACE(s) / UNIT(s)' in the PROJECT(hereinafter referred to as the 'COMMERCIAL SPACE(s) / UNIT(s)' in the said housing project);

WHEREAS the PURCHASER(S) has / have full knowledge of the applicable laws, notifications, rules and regulations applicable to the said land/housing project and has fully satisfied himself/herself of the authority of SIMOCO SYSTEMS to sell the Commercial Spaces / Units in the buildings built in the land owned and having right, title and interest in the land owned by SAMASTH, respectively and of the interest and role of SIMOCO SYSTEMS in the said PROJECT;

WHEREAS in pursuance of the aforesaid application for allotment in favour of PURCHASER(S), SIMOCO SYSTEMS allotted a 'COMMERCIAL SPACE(s) / UNIT(s)' to the PURCHASER(S) who has / have certified and is / are satisfied with records which entitle SIMOCO SYSTEMS to enter this Agreement;

WHEREAS the PURCHASER(S) has represented and warranted to SIMOCO SYSTEMS that the PURCHASER has the power and authority to enter into and perform this Agreement; AND WHEREAS the parties have agreed to the terms and conditions of sale/purchase of the Commercial Space / Unit as set forth hereinafter:

AND NOW THEREFORE THIS AGREEMENT WITNESSTH AS UNDER:

ARTICLE 1

AREA

1.aApartment / Commercial Space / Unit :

That SIMOCO SYSTEMS hereby agrees to sell in to the PURCHASER(S) and the PURCHASER(S) hereof agrees to purchase Commercial Space No:F-S-9, Block No. Commercial Block, having Standard Built-up area of approx. 214.8 Sq. Ft. (subject to increase /decrease of 2.5% which will not affect the total consideration in any way) together with proportionate undivided share of the land owned by SAMASTH (hereinafter referred to as said Commercial Space / Unit) as identified in the Plan approved by the Appropriate Authority situate at Satuli, P.S. Kashipur under Bhagawanpur Gram Panchayat, Dist. South 24 Parganas which SIMOCO SYSTEMS grants to the PURCHASER. SIMOCO SYSTEMS will



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not entertain any request for modification in the internal layout of the Commercial Space(s) and external facade of the Block(s)/Building(s). The Block position may be changed subject to change of Master Plan.

ARTICLE 2

SALE CONSIDERATION

2.a Sale Price:

THAT in pursuance to allotment of the said Commercial Space / Unit to the PURCHASER, the PURCHASER agrees to pay to SIMOCO SYSTEMS a sum of Rs. 9,48,640/- (Rupees Nine Lac Forty Eight Thousand Six Hundred Forty only) [Commercial Space(s)/Unit(s) value Rs. 9,23,640/- (Rupees Nine Lac Twenty Three Thousand Six Hundred Forty Only) and Corpus Deposit of Rs.25,000/- (Rupees Twenty Five Thousand Only),] as total consideration (hereinafter referred to as the 'consideration'). The sale consideration is inclusive of basic price but exclusive of any taxes including GST which may be levied by the appropriate Authority. Taxes as applicable shall always be recoverable from the PURCHASER(S).

2.b Application and Allotment Amount (Earnest Money) :

THAT of the Total Consideration the PURCHASER(S) has already paid a sum of Rs. 89,284/- (Rupees Eighty Nine Thousand Two Hundred Eighty Four Only) (towards Application Money and Allotment Money) as Earnest Money to SIMOCO SYSTEMS, the receipt whereof SIMOCO SYSTEMS hereby admits and acknowledges.

2. c. Payment Plan

THAT the PURCHASER agrees to pay the balance amount of the consideration as per the payment plan herein below.

Instalment Payment Schedule of SANHITA for Commercial

Particulars	Time Schedule of Payment	Amount of Rs.
1 st Instalment	On foundation	2,80,172.00
2 nd Instalment	On 1 st Floor Roof Casting	92,364.00
3 rd Instalment	On 2 nd Floor Roof Casting	92,364.00
4 th Instalment	On 3 rd Floor Roof Casting	92,364.00
5 th Instalment	On Commencement of Brick Work	92,364.00
6 th Instalment	On Commencement of Flooring	92,364.00
7 th Instalment	On receipt of Possession Notice	92,364.00
	TOTAL	8,34,356.00
Corpus Deposit (Mandatory)	On Possession Notice	25,000.00

1. Power cost from the supply agency will be borne by PURCHASER(S) on actual.

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2. Legal Fees, Stamp Duty & Registration Charges shall be borne by PURCHASER(S) on actual.
3. Charges for standby power to be charged extra on proportionate basis.
4. Taxes / Duties / Cess etc. (Present and / or Future) will be extra, as applicable.
5. Errors and omissions excepted (E.& O.E).

All Service Charges shall be subject to GST and all payments specified in the Payment Schedule shall be exclusive of applicable taxes which shall be borne by the PURCHASER(S) only.

In the event PURCHASER fails to pay the balance consideration or in the event of any delay in payment of any instalment(s) and / or other charges, in accordance with the payment plan, the PURCHASER(S) shall be liable to pay interest calculated from the due date of outstanding amount @ 18% per annum compounded quarterly.

THAT if any of the demand draft(s), Bankers' Cheque(s) or cheque(s) deposited by the PURCHASER(S) is / are dishonoured for any reason whatsoever, SIMOCO SYSTEMS shall be fully entitled, at its sole option, to cancel the Allotment of the Commercial Space and forfeit the earnest money and recover / adjust other charges, interest, etc. payable by the PURCHASER(S).

THAT in the event the PURCHASER(S) is desirous to withdraw at any point of time due to any reason, he may submit his application for withdrawal and the amount deposited by him till the date of application will be refunded after deducting 30%.

2. d. Time is Essence:

THAT the timely payment of each instalment and other charges shall be the essence of this transaction. It shall be incumbent on the PURCHASER(S) to comply with the terms of payment and / or other terms and conditions of allotment as stipulated herein.

2. e. Adjustment of Instalments:

THAT it is agreed between the parties that SIMOCO SYSTEMS shall have the right to adjust the instalment amount received from the PURCHASER(S) first towards the interest and other sums, if any, due from the PURCHASER under this agreement and the balance, if any, shall be towards the purchase consideration.

2.f. Failure / Delay in Payment:

THAT in the event PURCHASER(S) fail to pay any instalment(s) with the interest within 90 (ninety) days, from due date, SIMOCO SYSTEMS shall have the right to cancel the allotment and refund the amount deposited till date after deducting 30%, by the PURCHASER(S) and the PURCHASER(S) shall be left with no right, claim or lien on the said Commercial Space / Unit. The amount paid, if any, over and above the Earnest Money / Application amount shall be refunded by SIMOCO SYSTEMS without interest after adjustment of 30% of total amount lying as deposit till date, or any other charge due from the PURCHASER(S).

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2. g. Application and Allotment amount (Earnest Money) :

THAT the payment of Earnest money / Application and Allotment amount to ensure fulfilment of the terms and conditions as contained in the application and this Agreement, an amount of Rs. 89,284/- (Rupees Eighty Nine Thousand Two Hundred Eighty Four Only) payable as per para 2.a above shall always be deemed to have been paid by the PURCHASER(S) as and by way of Application and Allotment amount (Earnest Money).

2. h. Calculation of Consideration:

THAT the consideration for the aforesaid Commercial Space / Unit is calculated on the basis of Standard Built-up area as defined in Para 1.b above.

2. i. Alteration in the Lay out Plan and Designs:

- i) That SIMOCO SYSTEM shall have the right to effect suitable alteration in the lay out plan, if and when found necessary or as required by the concerned regulatory authorities. Such alteration may include change in location, preferential location, number, increase or decrease in the number of Commercial Space(s) / Unit(s), floor, block or area of the Commercial Space(s) / Unit(s). To implement such change and if considered necessary, the developer may also execute a supplementary document with the purchaser(s).
Provided, however, if as a result thereof, there be any change in the location, preferential location, number, boundary or area of the said Commercial Space(s) / Unit(s), such change in the area shall inter – alia entail proportionate increase or decrease in the Consideration of the built – up Commercial Space(s) / Unit(s) at the original rate at which the Commercial Space(s) / Unit(s) was booked.
- ii) THAT the designs and specifications as fixed for the Commercial Space(s) / Unit(s) in the event of paucity or non – availability of any material, SIMOCO SYSTEMS shall have the right to use alternative material / article but of equally good quality. Opinion of SIMOCO SYSTEM's Architects on such changes shall be final and binding on the PURCHASER(S).
- (iii) THAT in case during the course of construction and/or after the completion of the complex, further construction on any portion of the land or building or terrace becomes necessary SIMOCO SYSTEMS shall have the exclusive right to take up or complete such further construction as belonging to SIMOCO SYSTEMS notwithstanding the designation of any common area as limited common areas or otherwise. In such a situation, the proportionate share of the Purchaser in the common area facilities and limited common areas and facilities shall stand varied accordingly. Further all the residuary rights in the proposed Project shall continue to be remaining with SIMOCO SYSTEMS till such time as the same or the part thereof are allotted or otherwise transferred to any particular person/ organization or to the Association of owners of the Project.

2 . j. Payment of Charges and Costs:

- i) That the PURCHASER(S) shall pay the concerned authority for Electric Metre installation charges, security thereof and the energising charges.



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- ii) That all costs, charges and expenses payable for all instruments to be executed in favour of the PURCHASER(S), including Deed(s) of Conveyance / Transfer, registration charges and other related charges shall be borne and paid by the PURCHASER(S) only.
- iii) Further, if there is any additional levy, rate or charge of any kind attributable to the Commercial Space(s) / Unit(s), as a consequence of any Order of Government / Statutory or other Local Authority, the same, if applicable, shall also be payable by the PURCHASER(S), on pro-rata basis as much of it becomes applicable on the PURCHASER(S).
- iv) That the Consideration amount of the Commercial Space(s) / Unit(s) mentioned in Clause 2. a. is Firm and that there shall be no escalation after allotment of the Commercial Space / Unit.

ARTICLE 3

MAINTENANCE

3. a. Maintenance Agreement:

- i) THAT the PURCHASER(S) hereby agrees and undertakes that it shall enter into a separate Maintenance Agreement with the Maintenance Agency appointed or nominated by SIMOCO SYSTEMS, which shall maintain the common Areas and facilities of the Housing Project for a period of one year after completion of the Project, as it may not be possible to transfer the responsibility of maintenance to Commercial Space owners immediately. In case the Commercial Space / Unit owners association is not in a position to take charge of the maintenance after the aforesaid period of one year the maintenance agency appointed or nominated by SIMOCO SYSTEMS may continue to provide the services as mutually agreed between the maintenance agency and the association.
- ii) THAT the scope of maintenance and general upkeep of various common services within the Building shall broadly include Operation and Maintenance of Lifts. Operation and maintenance of Generators including Diesel, Maintenance of Fire fighting system, Garbage disposal & upkeep of common areas, Water supply, Sewerage system, Common areas lighting. The Services outside the Commercial Space / Unit but within the Project area shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls / Fencing, Horticulture, Drainage System, Common Area Lighting, Water Supply, General Watch and Ward within the Complex. The PURCHASER(S) shall and hereby agrees to enter into a Maintenance Agreement with SIMOCO SYSTEMS or the maintenance Agency nominated by SIMOCO SYSTEMS prior to taking possession of the said Shop. Limited power back-up facility shall be provided for each Commercial Space and the consumption charges thereof shall be included in the monthly maintenance bills, which the Purchaser(s) would be liable to pay.

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- iii) THAT the PURCHASER(S) shall be required to pay to SIMOCO SYSTEMS / Maintenance Agency maintenance charges as payable per sq.foot per month, inclusive of applicable GST towards maintenance charges in advance for 12 months at the time of taking possession of the said Commercial Space(s) / Unit(s). In case of failure in making payment of maintenance charges, the PURCHASER(S) shall be liable to pay interest @ 18% p.a. for the period of delay. The PURCHASER(S) shall also pay as payable per sq.ft. of the Standard Built-up Area of the Commercial Space(s) / Unit(s) towards repairing of external facade of the building in addition sinking fund will be created and will be paid extra by the PURCHASER(S) for replacement, for refurbishing, major repairs of the plants and equipment etc. installed in the Project area or towards any unforeseen contingency in future. The PURCHASER(S) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.
- 3.b. THAT the PURCHASER(S) undertakes to become a member of the Shop Owners' Association and shall continue to pay the maintenance charges as determined by the said Association from the date the Complex is handed over to the said Association.
- 3.c. **Electricity, Water, Water Connection Charges and Maintenance Deposit:**
- i) THAT the PURCHASER(S) shall pay to SIMOCO SYSTEMS, Electricity, Water and Sewerage connection charges and contingency Deposit. Purchasers shall pay to SIMOCO SYSTEMS Interest Free Maintenance Security Deposit @ Rs. *per sq.ft. of the Standard Built-up Area. However, on formation of Association of Shop Owners the balance fund available in this Account shall be transferred to the Association. *(to be decided later on)
- ii) Water supply is to be made available by Municipality / Authority. After handing over of the common areas and facilities of the PROJECT, the Commercial Space Owners' Association shall make necessary correspondence with the concerned Authority for getting water supply connection. The said Association will be solely responsible for maintenance of the pump house and water line grid within the cluster. However certain infrastructure may be common with other dwelling Commercial Space(s) / Unit(s) within the Project area, the maintenance and / ownership of which will lie in the hands of an Apex Body, an Association so formed or through any other arrangement which SIMOCO SYSTEMS finds most suitable.
- iii) Internal wiring for electrification will be provided for each Commercial Space / Unit. However, the PURCHASER(S) will have to apply to WBSEDCL.
3. d. That so long as the maintenance and replacement charges are paid regularly, as provided in these presents, the PURCHASER(S) or anyone lawfully claiming under him / her shall be entitled to the use of common facilities. In the event of default of such payments, it shall not be open to the PURCHASER(S) to claim user or any right to the common facilities and in such an event SIMOCO SYSTEMS in its sole discretion may stop the user of such common facilities and services by the PURCHASER(S) Occupant of the

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Commercial Space. The use of such common facilities shall be permitted again as soon as the breach is rectified and payments are made in accordance with various presents as contained herein and / or in the maintenance agreement.

3. e. Watch and Ward arrangement:

THAT the Watch and Ward arrangement are proposed to be provided in the housing project. Accordingly, SIMOCO SYSTEMS / Maintenance Agency shall have a free hand to restrict the

entry of outside persons into the housing project. The Provision of such Watch and Ward service would, however not create or fix any liability on SIMOCO SYSTEMS / Maintenance Agency, for any mishap caused by any miscreant.

3. f. Internal Maintenance / Insurance

That it is understood by the PURCHASER(S) that the internal maintenance of the Commercial Space as also its insurance shall always remain the responsibility of the PURCHASER(S).

ARTICLE 4

POSSESSION OF COMMERCIAL SPACE

4.a Possession:

- (i) That SIMOCO SYSTEMS shall make its best endeavours to deliver the possession of the Commercial Space / Unit to the Purchaser (S) within 12 (Twelve) months with a grace period of 6 (Six) months from the date of agreement subject to payment of total consideration , other payments mentioned aforesaid along with applicable Taxes and Levies by the PURCHASER. The PURCHASER(S) further agrees that the Company shall additionally be entitled to a period of 180 (One Hundred and Eighty) days (Grace Period) after the expiry of the said Commitment Period to allow for unforeseen delays in obtaining the Occupation Certificate etc., from the Government under the Act in respect of SANHITA subject to 'Force Majeure' circumstances and after all dues in respect of the Commercial Space / Unit including stamp duty and registration charges as applicable have been paid. It is, however, understood between the Parties that various Blocks comprised in the housing project shall be ready and completed in phases and after completion, the Commercial Space(s) / Unit(s) shall be handed over to the PURCHASER(S) in the respective Blocks.
- ii) THAT SIMOCO SYSTEMS shall be entitled to reasonable extension in giving possession of the Commercial Space to the PURCHASER(S) in the event of any default or negligence attributable to the PURCHASER(S) or non compliance of any of the Terms & Conditions of Allotment by the PURCHASER(S) as specified herein.
- iii) Subject to the conditions contained herein, if SIMOCO SYSTEMS fails to offer possession of the said Commercial Space / Unit to the PURCHASER(S) BY THE END OF THE Grace Period, it shall be liable to pay to the PURCHASER(S) compensation



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calculated at the rate of Rs.5/- (Rupees Five only) per Sq.Ft. of the Standard Built-up area for every month of delay thereafter until the actual date fixed SIMOCO SYSTEMS for handing over possession of the said Commercial Space / Unit to the PURCHASER.

4. b. Notice of Possession of Commercial Space:

That SIMOCO SYSTEMS shall give notice to the PURCHASER(S) regarding the date on which SIMOCO SYSTEMS would be effecting Possession of Commercial Space to the PURCHASER(S). The PURCHASER(S) shall himself or through its Agent or Attorney take delivery of the Commercial Space within 30(thirty) days from the issuance of final notice of possession. In the event the PURCHASER(S) fails to accept and take over possession of the Commercial Space / Unit within the time as notified in the notice, the delivery of the Commercial Space shall be deemed to have been taken by the PURCHASER(S) on the date indicated in the notice. After taking possession or deemed possession of the Commercial Space / Unit, the PURCHASER(S) shall not be entitled to put forward any claim against SIMOCO SYSTEMS in respect of any item of work in the said Commercial Space / Unit which may be said not to have been carried out or completed by SIMOCO SYSTEMS.

4. c. Change in Specifications:

- i) THAT the allotment of the Commercial Space / Unit is subject to alteration necessitated during the construction of the Commercial Space / Unit. SIMOCO SYSTEMS in pursuance thereof reserves the right to effect suitable and necessary alterations in the layout plan, which may involve change in the position and boundary of the Commercial Space. If due to such change, there is any increase / decrease in the Standard Built-up area, the revised price shall be calculated at the original rate at which the Commercial Space / Unit was booked for allotment.
- ii) THAT it is understood by the PURCHASER(S) that there could be variations in the Standard Built-up Area of the Commercial Space or its location and in such an event, no claim, monetary or otherwise, will be entertained or accepted by SIMOCO SYSTEMS, except that the original rate per sq.mt. / sq. ft. and other charges will be applicable on any increase or decrease in the area. SIMOCO SYSTEMS shall be liable to refund without interest the extra price and other additional proportionate charges recovered from the PURCHASER(S), if applicable and SIMOCO SYSTEMS shall be entitled to recover from the PURCHASER(S) the additional price and other proportionate charges, without interest, as the case may be. The PURCHASER(S) shall satisfy himself in respect of the design, specifications, fittings etc. used by SIMOCO SYSTEMS in the Commercial Space / Unit at the time of delivery of the Commercial Space / Unit.



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ARTICLE 5

RIGHTS AND OBLIGATIONS OF THE PURCHASER(S)

5. a. Fire Safety:

THAT at present the fire safety measures in the housing project and the Commercial Spaces / Units have been planned as per existing Fire Safety Norms. If, however, due to any subsequent Central or Local Legislation(s) / Government Regulations/Orders or directives or guidelines it becomes obligatory on SIMOCO SYSTEMS to undertake additional fire safety measures, it is consented by the PURCHASER(S) that he/she shall be liable to pay proportionate additional charges in respect of such additional measures.

5. b. Express Rights:

THAT it is agreed between the parties that save and except in respect of the Commercial Space to be allotted to the PURCHASER(S), the PURCHASER(S) shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress / egress over or in respect of the Project area, open spaces and all or any of the common areas and the basement of the of the housing project.

5. c. Common Area Possession:

That the possession of the common areas shall remain with SIMOCO SYSTEMS who shall through the Maintenance Agency appointed by it, supervise the maintenance and upkeep of the same until those are taken over by the Shop Owners' Association.

5. d. Electricity, Water and Sewerage Charges:

It is also agreed between the parties that the PURCHASER(S) herein shall apart from the price consideration of the Commercial Space mentioned in Clause 2. a also pay to SIMOCO SYSTEMS :

- i) Electricity connection charges, electrical infrastructure cost and Security Deposit charge and any other additional facility charges for standby power(purchase of Generator, installation and commissioning charges), Water and Sewerage connection charges.
- ii) Proportionate contribution towards additional facilities or amenities, if any, to be installed or provided in the project apart from those mentioned.

5. e. Entry Regulations:

It is in the interest of the PURCHASER(S) to help the maintenance agency in effectively keeping the Commercial Space/ Unit and Project secured in all ways. For the purpose of security, the maintenance agency shall be free to restrict and regulate the entry of visitors into the PROJECT.



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5. f. Nuisance and annoyance:

That the PURCHASER(S) shall not use Commercial Space / Unit for such activities, as are likely to be of nuisance, annoyance or disturbance to other occupants of the project or those activities which are against law or any directive of the Government or the local authority.

5. g. Permitted Use:

The PURCHASER(S) shall always use the Commercial Space / Unit for commercial purpose only and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and / or assets of other occupants or the equipment in the Project or the Commercial Space / Unit for any activity which may be immoral or illegal.

5. h. Internal Security

It is expressly understood that the internal security of the Commercial Space / Unit shall always be the sole responsibility of the PURCHASER(S).

5. i. Commercial Space's Interior Maintenance & Insurance:

THAT the PURCHASER(S) shall carry out the maintenance and interiors of the Commercial Space/ Unit at its own cost. The insurance of the Commercial Space / Unit as well as the interiors of the Commercial Space / Unit shall be the responsibility of the PURCHASER(S) and SIMOCO SYSTEMS shall not in any case be held liable for any damages or loss occurred on account of any neglect or omission of the PURCHASER(S) or any act of the Third Party.

5. j. Signage:

THAT the PURCHASER(S) shall not display any name, address, signboard, advertisement material, etc. on the external facade of the Commercial Space / Tower/ Block as also the project.

5. k. Compliance of Laws:

THAT the PURCHASER(S) shall abide by the laws of land, including the local laws and directions of the Statutory Authorities and terms and conditions of Allotment. In case any penalty or fine is imposed by Government/ Statutory or other Local Authority for violation of any law by the PURCHASER(S), the same shall be paid and satisfied by the PURCHASER(S).

5. l. Taxes and Levies:

i) THAT all taxes including GST, levies, assessments, demands or charges levied or leviable in future on land or the buildings or any part of the Project shall be borne and paid by the PURCHASER(S) in proportion to the area of the Commercial Space.

5. m. Alterations in the Commercial Space:

i) THAT the PURCHASER(S) shall not make any such additions or alterations in the Commercial Space / Unit as may cause blockage or interruption in the smooth flow of common areas and facilities within the project and / or to cause any structural damage or encroachment on the structures of the Building(s) in the project.

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ii) THAT the PURCHASER(S) has agreed that it shall not sub-divide or demolish any structure of the Commercial Space / Unit or any portion thereof or cause to make any construction in the Commercial Space / Unit without the prior approval and consent of SIMOCO SYSTEMS or the local authority, if required. The PURCHASER(S), however, undertakes that it shall not divide/sub-divide the Commercial Space / Unit in any manner. The PURCHASER(S) shall also not change the colour and facade of outer walls of his/her Commercial Space / Unit.

5. n. Transfer, Change of Nominee(s):

- i) THAT the PURCHASER(S) may get the name of his/her nominee substituted in his/her place in the records of SIMOCO SYSTEMS, with prior approval of SIMOCO SYSTEMS. which may, in its discretion, permit the same on such conditions and payment of Rs. 30/- (Rupees Thirty only) per sq. ft. of Standard Built-up area of the Commercial Space / Unit. Such permission shall be in conformity with law and the guidelines issued by the Local Authorities, if any, in this regard.
- ii) THAT the PURCHASER(S) shall not assign, transfer, lease or part with possession of the Commercial Space/ Unit without taking 'No Dues Certificate' from the Maintenance Agency appointed by SIMOCO SYSTEMS or the Association as the case may be.

5. o. Bulk supply of Electricity:

THAT if the permission to receive and distribute bulk supply of electricity in the said Project is received by SIMOCO SYSTEMS or its nominated Maintenance Agency or the Association, the PURCHASER(S) herein undertakes to abide by all the conditions of the sanction of bulk supply and to pay on demand, proportionate share of all deposits or charges paid or payable by the Agency to whom permission to receive bulk supply and distribute the same is granted. Subject to the forgoing, the PURCHASER(S) shall execute a Power of Supply Agreement and / or any other document as may be required for this purpose, containing the requisite terms and conditions.

5. p. Association of Owners:

THAT the PURCHASER(S) undertakes to join the Association of Commercial Space Owners as may be formed by SIMOCO SYSTEMS on behalf of the Commercial Space Owners and to pay any fee, subscription charges, thereof and to complete such documentation and formalities as may be required and / or deemed necessary by SIMOCO SYSTEMS for this purpose, failing which the same shall be treated as unpaid portion of the consideration payable by the PURCHASER(S) herein for the said Commercial Space / Unit and the Deed(s) of Conveyance / Transfer of the said Commercial Space / Unit may be withheld by the Company till full payment thereof is received by SIMOCO SYSTEMS /Maintenance Agency. Application Form, Form for formation of the Association, Declaration and Membership form to be executed by the PURCHASER(S) at the appropriate time, for the purpose of allotment as a member of the Association, are attached hereto as Annexure 'C to F'.

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5. q. Further Papers, Applications, Declarations etc.:

THAT the PURCHASER(S) shall from time to time sign all applications, papers, documents, maintenance agreement and other relevant papers as required, in pursuance to this transaction and to do all acts, deeds and things as SIMOCO SYSTEMS may require in the interest of the Project, Commercial Space / Unit Owners, Occupant and / or SIMOCO SYSTEMS.

5. r. Agreement to Sell:

THAT the PURCHASER(S) may be required to pay stamp duty and other registration costs as applicable under the laws on this Agreement in case it is registered.

5. s. Further Obligations:

- i) THAT the PURCHASER(S) shall not be entitled to any right in respect of other Commercial Spaces/ Units and spaces at the said Project save the right to use the common parts as may be necessary for the ingress and egress of men and materials to and from the said Commercial Space(s) / Unit(s) and / or utility pipes, cables and lines to be installed in the said Commercial Space(s) / Unit(s).
- ii) THAT after the PURCHASER(S) has been delivered possession of the said Commercial Space by SIMOCO SYSTEMS, the PURCHASER(S) herein shall hold, occupy, possess and enjoy the same, subject to the various terms, conditions and covenants contained herein.

ARTICLE 6**REPRESENTATION AND OBLIGATION OF SIMOCO SYSTEMS**

- 6.a THAT SIMOCO SYSTEMS undertakes to allow the PURCHASER(S) to hold, use and enjoy the Commercial Space(s) / Unit(s) and every part thereof without creating any unreasonable interruption either by itself or by any person or persons claiming under, for or on to its behalf.
- 6.b THAT in case the PURCHASER(S) wants to avail of a loan facility from financing bodies to facilitate the purchase of the Commercial Space allotted, SIMOCO SYSTEMS shall facilitate the process subject to the following:
 - (i) The terms of the financing agency shall exclusively be binding and applicable upon the PURCHASER(S) only.
 - (ii) The responsibility of getting the loan sanctioned and disbursed as per SIMOCO SYSTEM's payment schedule will rest exclusively on the PURCHASER(S). In the event of the loan not being sanctioned or disbursement getting delayed, the payment to SIMOCO SYSTEMS, as per schedule, shall be ensured by the PURCHASER(S).
- 6.c THAT SIMOCO SYSTEMS has the right to raise the finance from any bank/ financial institution/ body corporate and for this purpose create equitable mortgage of the said 'Land' in favour of one or more of such of institutions and for such an act the PURCHASER(S) shall not have any objection and the content of the PURCHASER(S) shall be deemed to have been granted for creation of such charge during the



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construction/development of the Project. Notwithstanding the foregoing SIMOCO SYSTEMS undertakes to get such a charge, if created on the said Commercial Space vacated before execution of the Deed of Conveyance in favour of the PURCHASER(S).

ARTICLE 7

INDEMNITY

7. THAT the PURCHASER(S) shall abide by the terms and conditions of the Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Agreement, the PURCHASER(S) shall be liable for consequences in respect thereof, if any loss is occasioned due to the act or negligence of the PURCHASER(S), the PURCHASER(S) shall indemnify SIMOCO SYSTEMS for such an act which has occasioned the loss.

ARTICLE 8

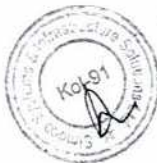
GENERAL

8. a. Force Majeure:

THAT if the completion of the Commercial Space(s) / Unit(s) is delayed for reasons of 'Force Majeure' which inter-alia include delay on account of non-availability of steel, cement or any other building material or water supply or electric power back-up or slow down strike or due to dispute with the construction agency employed by SIMOCO SYSTEMS, civil commotion or war or criminal action or earthquake or any act of God, delay in certain decision / clearances from the statutory bodies or any notice, order rule or notifications of Government or any other public or competent authority or any change in the policy of the Government / Statutory Bodies for any other reason beyond the control of SIMOCO SYSTEMS or any of the aforesaid events, SIMOCO SYSTEMS shall be entitled to a reasonable extension of time stipulated for delivery of possession of the Commercial Space. SIMOCO SYSTEMS also reserves the right to enter / alter other terms and conditions of allotment in the event of any such contingency, as aforesaid, and if the circumstance is beyond the control of SIMOCO SYSTEMS, SIMOCO SYSTEMS may defer or suspend the project for such period as it may consider expedient and the PURCHASER(S) agrees that in such an event no compensation or damage of any nature whatsoever will be claimed by the PURCHASER(S) for such delay or suspension.

8. b. Documentation for transfer:

THAT the Deed(s) of Conveyance / Transfer of the Commercial Space(s) shall be executed and registered in favour of the PURCHASER(S) after the Commercial Space(s) have been constructed and the entire consideration together with all other dues and deposits, etc. has been received by SIMOCO SYSTEMS. The Deed(s) of Conveyance / Transfer will be drafted by Advocates (M/s. J.C. Ghosh & Co., Advocates, 265, B.B. Ganguly Street, Kolkata – 700012) of SIMOCO SYSTEMS and shall be in such form



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and contain such particulars as shall be approved by SIMOCO SYSTEMS. If the PURCHASER(S) do not get the Deed executed and registered within the date notified, the cost and consequences of the same, including taxes / penalties levied by any Authority will be to the account of PURCHASER(S). Each PURCHASER(S) also be required to pay to SIMOCO SYSTEMS documentation charges @ 1 (One) per cent plus GST (as applicable) of total consideration of the Commercial Space / Unit and Parking(s) before taking possession of Commercial Space / Unit the PURCHASER(S) will be required to pay stamp duty, registration charges and other related charges as may be levied by the Government from time to time for registration of Deed of Transfer of their respective Commercial Spaces.

- 8.c. The PURCHASER(S) acknowledges and accepts that the building construction is being developed in phases and the PURCHASER(S) shall not raise objection and impediment. The PURCHASER(S) accepts the common area infrastructure and facilities development may not be complete and / or operational as on the date of possession of the Commercial Space / Unit.

ARTICLE 9

FEMA

9. THAT the PURCHASER(S), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA), and / or all applicable provisions notified by the Government from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. PURCHASER(S) shall furnish the required declaration to SIMOCO SYSTEMS on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall, however, be made in Indian Rupees.

ARTICLE 10

BREACH

10. THAT should the PURCHASER(S) fail to perform or observe all or any of the stipulation(s) contained herein, SIMOCO SYSTEMS shall have the right to cancel the Allotment and the Earnest Money with the accrued interest or delayed payment and / or any other change due from the Purchaser(s), if any, shall be retained by SIMOCO SYSTEMS.

ARTICLE 11

APPLICABLE LAW AND JURISDICTION

- a) This Agreement shall be construed and the legal relation between the parties shall be determined and governed as per the laws of India.



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- b) That all disputes / issues arising out of and / or concerning this transaction will be subject to the exclusive jurisdiction of the Courts at Kolkata.

ARTICLE 12

ARBITRATION

- a) THAT ALL disputes or differences arising out of this Agreement shall be mutually discussed and settled between the Parties.
- b) HOWEVER, disputes or differences arising out of and / or in connection with the transaction / Agreement, which cannot be amicably settled, shall be finally decided and resolved by Arbitration as per the provisions of Arbitration and Conciliation Act, 1996.
- c) That the venue of Arbitration shall be at Kolkata and the Award of the Arbitrator(s) shall be rendered in English.

ARTICLE 13

REGISTRATION OF ADDRESS

THAT in the event of joint PURCHASER(S), all communication, demand, notice(s) etc. shall be served by SIMOCO SYSTEMS on the PURCHASER(S) whose name appears first and at the address furnished by him /her which shall for all purposes be considered as service on all the PURCHASER(S) and no separate communication shall be sent to the other named PURCHASER(S). It shall be the responsibility of the PURCHASER(S) to inform SIMOCO SYSTEMS by Registered with A.D. / Speed Post with A.D. about all subsequent change in his / her address, if any, failing which demand notices and letters posted at the earlier registered address will be deemed to have been received by him / her at the time when those should ordinarily reach such address.

ARTICLE 14

REGISTRATION OF COMMERCIAL SPACE(s)/UNIT(s)

- a) It will be SIMOCO SYSTEM's endeavour to execute and register the Deed(s) of Conveyance / Transfer of the said Commercial Space(s) / Unit(s) after completion of the Project and handing over the same to the PURCHASER(S). The Deed(s) of Conveyance / Transfer will be drafted by the Advocate of SIMOCO SYSTEM and shall be in such form and contain such particulars as will be approved by SIMOCO SYSTEMS. No request for any changes, whatsoever, in the Deed(s) of Conveyance / Transfer will be entertained. SIMOCO SYSTEMS will serve notice on the PURCHASER(S) mentioning a date to execute and register the Deed(s) of Conveyance / Transfer after the project completion and if the PURCHASER(S) fails or neglects to get the Deed(s) of Conveyance / Transfer registered on the date notified, a penalty of Rs.1000/- per month will be recovered by SIMOCO SYSTEMS from the



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PURCHASER(S) till the month in which the registration of the Deed(s) of Conveyance / Transfer is completed. SIMOCO SYSTEMS shall have the right to cancel the allotment in case the PURCHASER(S) fails to have the Deed(s) of Conveyance / Transfer registered within one year from the date notified to the PURCHASER(S). Upon such cancellation, the amounts received from the PURCHASER(S) will be refunded without any interest but after deduction of 30% of total amount paid till date plus applicable Service Charges and Taxes.

- b) The PURCHASER(S) will be required to pay, on demand, to SIMOCO SYSTEMS or to the Concerned Authorities, as may be so decided by SIMOCO SYSTEMS applicable stamp duty and registration charges for execution of the Deed(s) of Conveyance / Transfer of the said Commercial Space / Unit.
- c) The PURCHASER(S) will also be required to pay to SIMOCO SYSTEMS towards legal fees, documentation and development charges. Be it noted that in case of bank loan disbursed in favour of the PURCHASER(S), SIMOCO SYSTEMS will hand over the I.G.R to the respective banker on registration, and the PURCHASER(S) shall not raise any objection in this regard.
- d) This agreement has been prepared by Advocate(s) appointed by the Company who shall draw all papers, documents and drafts required for and / or in connection with the various common purposes relating to the said building. The PURCHASER(S) have agreed to and shall be liable to make payment of fees to Advocate(s) @ 1% (One) percent calculated upon the total Consideration Money plus GST as applicable.

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 No. 2129, R.S. 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 totalling 31.32 Decimal equivalent to 0.31 Acre equivalent to 1268.48 sq.mt

SAMASTH INFOTAINMENT PRIVATE LIMITED

L.R. Khatian No. 2129

1. R.S./L.R. Dag No. 1358 31.32 Decimal

TOTAL: 31.32 Decimal equivalents to 0.31 Acre equivalent to 1268.48 sq.mt

(TOTAL THIRTY ONE POINT THREE TWO DECIMAL)



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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 said Premises/ Property")

Purchaser being the Party of the Sixth Part of this Agreement shall be allotted Commercial Space / Unit to be built on the land more fully described in the **FIRST SCHEDULE** is as follows.

Commercial Space No. F-S-9, Block No. Commercial Block Standard Built-up area of approx. 214.8 Sq. Ft. (subject to increase /decrease of 2.5% which will not affect the total consideration in any way) together with proportionate undivided share of the land owned by SAMASTH (hereinafter referred to as said Commercial Space / Unit) as identified in the Plan approved by the Appropriate Authority situate at Satuli, P.S. Kashipur under Bhagawanpur Gram Panchayat, Dist. South 24 Parganas.

THE THIRD SCHEDULE ABOVE REFERRED TO:**DETAILED SPECIFICATIONS FOR PROPOSED COMMERCIAL BUILDING:****Foundation & super structure:**

R.C.C. Foundation & R.C.C column.

Masonry Works :

- 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.
- 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:

- Standard Tiles flooring.
- Stair: I.P.S/Net cement flooring.
- Driveway & Car park: Paving with Paver Block/Grass Infield Paver Block

Electrical :

- Wiring : Concealed conduit with FR Copper Wires.
- Light & Fan Points : As per consultant's drawing .



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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED AND DELIVERED BY

EXECUTED AND DELIVERED by SAMASTH INFOTAINMENT PRIVATE LIMITED

Samasth Infotainment Pvt. Ltd.

Kamalendu Bera

at Kolkata in the presence of :

Authorised Signatory

EXECUTED AND DELIVERED by SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED

Simoco Systems & Infrastructure Solutions Ltd.

SOME Kumar Das

at Kolkata in the presence of :

Authorised Signatory

EXECUTED AND DELIVERED by PURCHASER

at Kolkata in the presence of :

Sarajit Ghosh.

01/03/2019

Sarajit Ghosh
Simoco Systems & Infrastructure Solutions Ltd
Authorised Signatory