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Certified that this document is admitted to registration, the signature sheet & the stamp of the Registrar are affixed to this document as the part of this instrument.

Addl. Dist. Sub Register  
Naihati, North 24 Parganas

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this 16<sup>th</sup> day of December, Two Thousand Fifteen,

2<sup>Y</sup>, DEC 2015

BETWEEN

NAIHATI MUNICIPALITY (TAN No. ), a body corporate with perpetual Succession and a common seal having its office at (No. R.B.C. Road, P.O. & P.S. - Naihati, Dist. 24 Parganas North, West Bengal, PIN - 743105, represented by its Chairman, Sri Ashok Chatterjee, s/o late Mongal Chandra Chatterjee, hereinafter referred to as the "MUNICIPALITY" which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successor/s in office/interest and assigns of the ONE PART/FIRST PARTY

AND

SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED, (CIN:U72200WB2007PLC115201) (PAN:AAKCS8592A) a public limited company having Registered Office at Godrej Genesis Building, 2<sup>nd</sup> Floor, Block EP & GP, Sector - V, Salt Lake Electronics Complex, Kolkata - 700091, P.S. Electronics Complex, represented by Sri Prosenjit Mukherjee (PAN AJRPM1258L) one of the Directors, son of Sri Panch Kari Mukherjee,



Simoco Systems & Infrastructure Solutions Ltd.

*Prosenjit Mukherjee*  
Authorized Signatory

hereinafter referred to as the 'SIMOCO' which term or expression shall unless excluded by or repugnant to the context be deemed to include its successor or successors - in - interest, nominees and / or permitted assigns of the OTHER PART / SECOND PARTY;

**WHEREAS:**

- A. The Municipality is seized and possessed of or otherwise well and sufficiently entitled to the land admeasuring more or less 1472.00 Sq. M. appertaining to R.S. Plot no. 4243& 4244, Khatian no.1243 & 1061, Mouza - Naihati, J.L.No. - 3, P.O. & P.S. - Naihati, within the local limit of Naihati Municipality Ward, old/new no.-23/20, in the District of 24 Parganas North, is already mutated in the name of the Naihati Municipality, and within the jurisdiction of Additional District Sub-Registrar at Naihati hereinafter referred to as the 'said land'.
- B. The Municipality is desirous of developing the said LAND / PROPERTY referred to in (a) above. But the Municipality do not have the necessary infrastructure and facility to undertake the Project of Residential cum Commercial Complex and are desirous and interested in entrusted the work of development to a well known builder having experience of undertaking such project.
- C. That the SIMOCO is carrying on business of promoting and developing land and constructing buildings and complexes thereon.
- D. The SIMOCO on coming to know of the intention of the Municipality to promote and develop the said land for construction of Residential cum Commercial complex on it, being interested has called on the Municipality at their office on \_\_\_\_\_ and submitted its proposal via its letter (Ref-SSISL:EOI:NAIHATI:003/2015) stating therein that the First Party may entrust to the Second Party responsibility for developing the above LAND / PROPERTY into a Residential cum Commercial Building in the interest of the people of NAIHATI under Public Private Partnership Model.
- E. AND WHEREAS the Board of Councilors of the said Municipality in its meeting held on 30.09.2015 decided to develop the said land under Public Private Partnership and for the sake of brevity hereinafter called and referred to as the P.P.P (PUBLIC PRIVATE PARTNERSHIP) and approved the name of the 'SIMOCO' to develop and construct as per work order letter dated 06.10.2015, memo no.1564/ML-11 on the said land on the terms and conditions as more fully described herein below.
- F. AND WHEREAS both the parties held meetings on the subject and having agreed hereto record terms and conditions in writing agreed upon as under:

AND NOW THIS AGREEMENT WITNESSETH and it is agreed by and between the parties hereto as follows:-

Sinoco Systems & Infrastructure Solutions Ltd.

*For Sanjit Mukherjee*  
-Authorized Signatory

**ARTICLE - I:**

**REPRESENTATIONS BY THE OWNER / MUNICIPALITY**

1. On or before execution of this Agreement the Municipality have assured and represented to the SIMOCO as follows:-

i) THAT the said LAND / PROPERTY is not subject to any charge, lien, life interest, dependence, trust, attachment, requisition, acquisition, acquisition scheme or alignment whatsoever including any proceedings under Income Tax Act 1961 and the said LAND / PROPERTY is NOT subject to any further encumbrance other than specifically mentioned herein whatsoever and there is no latent or patent defect or clog in the absolute title of the said LAND / PROPERTY and there is no impediment or bar under any law or contract from preventing the First Party from entering into this agreement and the Developer is entering this agreement relying upon the representations and believing the same to be true.

ii) The Municipality is well and sufficiently seized and possessed of the land admeasuring more or less 1472.00 Sq. M. appertaining to R.S. Plot no. 4243 & 4244, Khatian no. 1243 & 1061, Mouza - Nalhati, J.L. no.-3, P.O. & P.S. - Nalhati, within the local limit of Nalhati Municipality Ward (old/new) no.-23/10 in the District of 24 Parganas North, is already mutated in the name of the Nalhati Municipality, and within the jurisdiction of Additional District Sub-Registrar at Nalhati hereinafter referred to as the 'said land'.

iii) That the MUNICIPALITY states that they have not entered into similar agreement(s) with any other Party for the purpose mentioned in Para (E).

iv) That the Municipality is entering into PPP after obtaining the necessary and requisite grants and permissions from the Board of Councilors of Nalhati Municipality.

**ARTICLE - II**

**REPRESENTATIONS BY THE SIMOCO**

2. On or before execution of this Agreement the SIMOCO has assured and represented to the MUNICIPALITY as follows:-

i) THAT the SIMOCO has adequate financial resource at its disposal for undertaking development of the said LAND / PROPERTY in the manner recorded in this Agreement.

ii) THAT the SIMOCO has a professional team and the team is competent to undertake and complete development of the said LAND / PROPERTY in terms of this Agreement.

iii) THAT the SIMOCO has fully satisfied itself as to the title of the First Party as per the independent search / enquiry and subject to the representations made by the First Party as aforesaid taking the same to be true and correct.

iv) THAT the SIMOCO will abide by all terms and conditions of this agreement and the applicable laws of the land and the terms and conditions of the appropriate bodies / Municipality in respect of

their rules and laws / bye-laws in the development of the proposed Residential cum Commercial Complex and shall be liable for all steps or outcome of such development.

### ARTICLE - III

#### DEFINITIONS

3. In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:

**ARCHITECT** shall mean any person or persons, firm or firms, who may be appointed by the SIMOCO in consultation with the MUNICIPALITY for designing and planning of the Residential cum Commercial Complex on the said land under FPP MODEL.

**CONSENTS** shall mean the planning permission and all other consents, licences, permissions, and approvals (whether statutory or otherwise) necessary or desirable for carrying out development work and completion of the said Complex.

**CORPORATION** shall mean the Municipality / Corporation or local statutory body / authority / Panchayat / Municipality wherever applicable and shall include its successor and successors in office / Interest.

**DEVELOPMENT AGREEMENT** shall mean this Agreement with all subsequent modifications in writing by the parties hereto, if any.

**SIMOCO** shall mean the said SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED - the 'DEVELOPER' and shall include its successors in office, nominees and permitted assigns.

**DEVELOPERS' AREA** shall mean ALL THAT the total area developed other than MUNICIPALITY's allocation with proportionate share in the land attributed thereto and TOGETHER WITH the undivided proportionate share in all common parts, portion areas and facilities more fully and particularly described in SCHEDULE - A HEREUNDER written.

**MUNICIPALITY'S AREA** shall mean ALL THAT total area developed being Municipality's allocation with undivided proportionate share in LAND / PROPERTY more fully and particularly described in Schedule A hereunder written.

**PLAN** shall mean the plan to be sanctioned by the First Party and / or authorities concerned and shall include such modifications and / or alterations as may be necessary and / or required from time. Expenditure to be incurred for preparation / sanction / modification will be borne by the Second Party.

**OWNER** shall mean the said Municipality and shall include its successor or successors in office.

**PROJECT** shall mean the Complex includes the Residential cum Commercial building or buildings to be constructed by the SIMOCO on the said property as per building plan sanctioned by Nalhati Municipality or any other authority.

**PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and / or Electrical Engineers, Surveyors and / or such other professional (s) engaged and / or

contracted by the SIMOCO from time for completion of the proposed Residential cum Commercial Complex in terms of sanction plan.

LAND / PROPERTY shall mean ALL THAT the piece and parcels of the land containing area measuring 1472.00 Sq. M. mutated in the name of the MUNICIPALITY comprised in R.S. Dag Nos -4243 & 4244, K.S. Khatian No. - 1243 & 1061, of Mouza - Nalhati, J.L. No. 3, Police Station Nalhati, District 24 Parganas North hereinafter referred to as the said LAND / PROPERTY more fully described in the SCHEDULE-A herein below.

SERVICES shall mean the supply to and installation in the proposed Residential cum Commercial Complex electricity, water, gas, telecommunications, drainage and other essential / offered services.

SPECIFICATIONS shall mean materials and / or specifications which are to be based for construction, erection and completion of the new building in accordance with the plan to be sanctioned by the authorities more fully and particularly mentioned and described in the SCHEDULE hereunder written.

TOTAL DEVELOPMENT COSTS shall mean the aggregate of all costs, fees and expenses wholly and exclusively expended or incurred by the SIMOCO in the completion of the proposed Complex together with the total Owner's Area and proportionate of share of land attributed to the OWNER.

WORDS importing Masculine gender shall include Feminine Gender shall include Masculine and Neuter genders.

#### ARTICLE - IV

#### INTERPRETATIONS

4. In this agreement (save and except that the context otherwise so requires):

Any reference to any Act of Parliament whether general or specific shall include any modification, extension, or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, by laws, permissions or directions if any time issued under it.

Reference to any agreement, contract deed or document shall be construed as a reference to it as may have been or may time to time be amended, varied altered and supplemented.

Any obligation of the MUNICIPALITY / First Party or the SIMOCO in this Agreement to do something shall include an obligation in procedure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done, with the written consent of both the SIMOCO and owner.

Words denoting singular number shall include the plural and vice versa.

A reference to a statutory provision includes reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto in accordance with the agreement and bye-laws of Municipal Authority.

Any reference to this agreement or any of the provisions thereof includes all amendment(s) and modification(s) made in this Agreement from time to time in force in writing by both the parties hereto.

The headings in this agreement are inserted for convenience of reference and shall be ignored if required in the interpretation and construction of this agreement.

The Schedule hereunder shall have effect and be constructed as an integral part of this Agreement.

**ARTICLE - V**

**COMMENCEMENT**

5. This Agreement shall commence and / or shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain in full force and effect until completion of the said project in accordance with the terms as approved by the Municipality and unless determined in the manner as hereinafter appearing.

**ARTICLE - VI**

**GRANT OF DEVELOPMENT RIGHT**

6. In consideration of the Municipality's Area / Allocation as agreed to be provided by the SIMOCO to the MUNICIPALITY and in further consideration of mutual covenants on the part of SIMOCO herein to be performed and observed and in further consideration of SIMOCO having agreed to undertake development of the said LAND / PROPERTY and to incur all costs, charges and expenses in respect thereof, the MUNICIPALITY have agreed to grant exclusive right of development in respect of the said LAND / PROPERTY unto and in favour of the SIMOCO to enable the SIMOCO to undertake development of the said LAND / PROPERTY for building of Residential cum Commercial Complex detail of which is more fully described under the term PROJECT in accordance with the plan to be sanctioned by the authorities concerned and in this regard the SIMOCO is hereby authorized and shall be entitled to apply for and obtain all consents, approvals and / or permissions as may be necessary and / or required for undertaking development of the said LAND / PROPERTY from the appropriate authorities.

To obtain and / or demolish the existing structure, if any, immediately upon signing of this present agreement and all the salvage shall be treated as LAND / PROPERTY of the SIMOCO, and shall be entitled to appropriate the sale proceeds thereof.

OBTAIN THE PLAN TO BE SANCTIONED BY THE SAID Municipality / Appropriate body with or without any modification therein in accordance with the existing rules and sanction fees shall be charged for such sanction or modification of plan by the Municipality.

Give all necessary or usual notices under any statute effecting the clearance of the said property under development, if any, apply to all statutory authorities for water, gas, electricity connection as may be necessary in respect of development of the said property and pay all costs, fees and outgoings incidental to or consequential on, any such application and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings thereto.

Remain responsible for due compliance to all statutory requirements whether local state or central and also to remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the owners saved harmless and fully indemnified from and against all cost, charges, claims, actions, suits and proceedings and proceedings thereto save the relate to title of the Owners.

Remain responsible for any accident and/or mishap that may take place while undertaking construction and completion of the said project in accordance with the said plan to be sanctioned by the authorities concerned and to keep the MUNICIPALITY saved harmless and fully indemnified from and against all costs, charges, claims, actions suits and proceedings thereto.

Comply and / or procure compliance to all statutes and any enforceable codes of practice of the local Municipality / Corporation / Other Authorities in respect of the building permission and any other permission which may be granted during the course of development.

Take all necessary steps and / or obtain all permission approvals and / or sanctions as may be necessary and / or required and to be all acts deeds and things as may be required by any statute and to comply with the lawful requirements of all the authorities for the development of the said property.

Incur all costs, charges and expenses for the purpose of constructing and completing the said project and / or buildings in accordance with the proposed sanction plan.

Make proper provision for security of the said LAND / PROPERTY during the course of development at the cost of developer.

Not expose the MUNICIPALITY to any liability and to regularly and punctually make payment of the fees and / charges of the Architect, Engineers and other Agents as may be necessary and / or required for the purpose of construction, creation and completion of the said new building.

To remain liable and / or responsible for all acts, deeds matters and things for undertaking construction of the project in accordance with the plan and to pay perform and observe all the terms & conditions covenants and obligation on the part of the SIMOCO to be paid performed and observed.

On behalf of owner apply and to obtain the necessary permission of approval from the Municipality / Government of West Bengal and / or other authorities as may be required from time to time.

The MUNICIPALITY shall allow the SIMOCO to commence initial work on the PROJECT and allow the SIMOCO requisite steps including preparation of PLAN for the PROJECT.

The SIMOCO shall be entitled to apply for and obtain financial assistance / term loan / working capital from Banks / Financial Institutions / others for the purpose of carrying out the construction of the proposed PROJECT at the demised LAND / PROPERTY in accordance with the sanctioned plan and in terms of the agreement on Public Private Partnership Model and shall have the right to create mortgage / put under lien the entire SIMOCO's portion being the entire area in the newly constructed area, excluding the constructed area of the MUNICIPALITY's share in the proposed PROJECT which shall belong to and be the property of the MUNICIPALITY in the said property, more fully described in the Schedule - A herein

Simoco Systems & Infrastructure Solutions Ltd.

*Prasjit Mukherjee*  
Authorized Signatory

underwritten without creating any liability upon the MUNICIPALITY'S allocation of the area to be constructed. The MUNICIPALITY hereby accord consent to the SIMOCO for the same, without any right being created by of the SIMOCO by such act upon the MUNICIPALITY'S allocation and the MUNICIPALITY shall not assume any liability over their part of the MUNICIPALITY'S allocation whatsoever / or howsoever in respect of mortgage or any type of fee by Bank or any other Financial Institution.

#### ARTICLE - VII

##### LICENSE TO COMMENCE WORK - APPROVED PLANS

7. Immediate on execution of this agreement the MUNICIPALITY shall arrange for executing a Power of Attorney in favour of the SIMOCO or its representatives to enable the SIMOCO in proceeding with the process of plan sanction for the PROJECT and for undertaking the work of development, and shall also empower the SIMOCO to sell the SIMOCO /Developers Allocation to Intending Purchaser(s) to set off cost incurred for development of the LAND for the PROJECT.

Immediately after the execution of this agreement the SIMOCO shall cause a map or plan to be prepared for being submitted to the authorities for sanction and provide a copy of the same to the MUNICIPALITY for approval. It is the intention of the parties to apply for and obtain the optimum permissible sanction of area / Ground Coverage /Floor Area Ratio and if no suggestions are made by the MUNICIPALITY within 7 (Seven) days or within the time limit as per Municipal Act and Rules from the date of sending the said plan for approval to the MUNICIPALITY, then the approval of the MUNICIPALITY shall be deemed to have been accorded. In addition to the above, the MUNICIPALITY shall execute a General Power of Attorney in favour of the Developer/SIMOCO or its Architect or nominee and / or nominees for purpose of the development of the property in terms of this agreement. Upon receipt of the approved sanction plan and demolition permission from the appropriate authorities / Municipality the Owners would allow the SIMOCO to commence implementation of the work of construction upon the demised LAND / PROPERTY.

Immediately upon signing of this agreement the MUNICIPALITY shall handover vacant and peaceful possession of the land for undertaking the work of the development to the Development of the said property in terms of this agreement.

#### ARTICLE - VIII

##### DEVELOPMENT COSTS

- B. The Developer shall incur all development costs including all costs, fees and expenses wholly and exclusively expended or incurred by the SIMOCO, including without limitation, the items listed below:

Undertakes all necessary steps to secure all required consents and any costs in entering into and complying with any legislature of similar nature.

The costs of investigations, surveys and tests in respect of soil, drains, Structures and rights of light / right of way.

The costs to be incurred and / or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.



The costs and expenses payable for marketing and / or selling the area / space/ units etc. In the proposed Complex as per sanction plan including any advertising, research and other marketing costs.

All rates, water tax, or any other outgoings or impositions lawfully assessed in respect of the property or on the owners or Occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as all such cases the responsibility thereof is not assumed by or recoverable from any third party from shall be paid and borne by the SIMOCO from the date of commencement of the work of construction upon the property till the date of delivery of the MUNICIPALITY'S AREA / ALLOCATION to the MUNICIPALITY etc.

All other sums paid or incurred by the SIMOCO in relation to carrying out the completion of the development.

All costs and interests and other finance costs payable by the SIMOCO for undertaking the development.

The SIMOCO shall incur costs, charges and expenses which may be required from time to time for construction and completion of the entire PROJECT, including cost incurred for obtaining of necessary permission from the Government or any other statutory authority.

To make payment and / or incur all costs, charges, and expenses which may be necessary and / or required from time to time including that for obtaining necessary permission from the Municipality / Corporation and / or Government of West Bengal and / or any other authorities for change of use of the said property if required and also any other permission as may be required from time to time provided that the SIMOCO shall be entitled to realize. All / Any of the above costs form the transfer of its SIMOCO share to any third party and / or its nominee (s) assigns but in any cases owner will not be responsible for realization of such cost of the SIMOCO's/developer's share.

#### ARTICLE - IX

##### COMMENCEMENT OF THE DEVELOPMENT WORK CONSTRUCTION AND COMPLETION

- 9.1 Immediately on execution of this Agreement the MUNICIPALITY will hand over possession of LAND / PROPERTY demarcated, measuring 1472.00 Sq. M, to the SIMOCO immediately after sanction of the plan and other permission for undertaking of construction work is obtained the SIMOCO shall proceed diligently and cause to execute and complete the development in a good and workman like manner with good quality materials free from any latent or inherent defect.

Execute and complete the development in accordance with the approved plan obtained by first party, upon obtaining all planning permissions / completion certificate / occupancy certificates which may be necessary and / or required and shall comply with the requirements of any statutory or other competent authority as per the provisions of this agreement.

- 9.2 The said PROJECT shall be constructed erected and completed in all regards within a reasonable period of 36 (Thirty six) months from the date of obtaining sanction of plan from the appropriate / Municipal authorities SUBJECT to the MUNICIPALITY handing over free and vacant possession of the LAND / PROPERTY to the SIMOCO simultaneously with

the signing of this Agreement and subject to force majeure condition (hereinafter referred to as the COMPLETION DATE). SIMOCO shall obtain renewal of the PLAN for the PROJECT after the expiry of the initial of sanction period of **1 (One) year** and the MUNICIPALITY shall provide all support.

- 9.3 The said PROJECT shall be constructed erected and completed in a proper workman ship like manner and the SIMOCO hereby assures that due of lack of finances or for any other reason the work of construction will not be abandoned with the intent and object that the very object of entering into this agreement is to ensure that the Development work is completed within the time frame as hereinbefore mentioned, save and except due to force majeure situation.
- 9.4 Immediately after the sanction of the said plan, the parties hereto will identify their respective area and/ or allocations and the areas so identified shall be recorded in writing and demarcated in a copy of the sanctioned plan countersigned by both the parties to avoid any future dispute.
- 9.5 The SIMOCO shall be authorized in the name of the MUNICIPALITY in so far as it is necessary to apply for similarly apply for and obtain temporary and permanent connection of water, electricity, power drainage and / or gas to the New Building and other inputs and facilities required for the construction or for better use and enjoyment of the new building for which purpose the MUNICIPALITY shall execute in favour of the SIMOCO or its nominee or nominees a General Power of Attorney as shall be needed and or / required by the SIMOCO AND in no event the SIMOCO shall create any liability in the name of the MUNICIPALITY and shall always remain liable for due performance and observance of all the terms and conditions herein contained including obtaining all permissions approvals and / or consents which may be necessary and / or required for undertaking the work of construction of the said new building.
- 9.6 The SIMOCO shall at its own costs and expenses and without creating any financial and other liability on the Owners construction and complete the Building accordance with the sanctioned building plan or any amendment and / or modifications thereto.
- 9.7 All costs, charges and expenses for the construction including taxes and Architect's fees accruing or due shall be paid borne and discharged by the SIMOCO and the MUNICIPALITY shall bear no responsibility in this context.
- 9.8 The SIMOCO hereby undertake to keep the MUNICIPALITY indemnified against all the Third Party claims and actions out of any act of omission or commission on the part of the SIMOCO in or relating to the construction of the said PROJECT.
- 9.9 The SIMOCO hereby undertakes to keep the MUNICIPALITY indemnified against all the actions suits costs proceedings and claims that may arise out of the SIMOCO action with regards to the Development of the said premises and/ or in any matter relating to the construction of the said new building and / or for any defect therein.
- 9.10 The MUNICIPALITY and / or its Authorized Representatives shall be entitled to inspect the progress of the work of PROJECT without causing any hindrance or stoppage of the same and in any event the SIMOCO has agreed to periodically keep the MUNICIPALITY informed

about the progress of the work of construction and before undertaking the construction, the SIMOCO will submit program chart of construction in the manner of CPM/PERT/BVI chart.

#### ARTICLE - X

##### CONSEQUENCES OF NON - COMPLETION OF THE PROJECT WITHIN THE COMPLETION DATE:

- 10.1 In the event of any default on the part of the SIMOCO on completing the said new building in all regard on or before the said completion date not due to any reason beyond the control of the SIMOCO than and in that event the SIMOCO shall be entitled to a grace period of 6 (Six) months (hereinafter referred to as the GRACE PERIOD) but after completion of the said grace period if the SIMOCO still fails to complete the construction work, then a penalty of Rs. 10,000/- per month will be imposed on the SIMOCO during the grace period, however, the SIMOCO shall not be liable to make payment for such delay.
- 10.2 If for any reason the SIMOCO is unable to construct erect and complete the PROJECT due to any reason beyond the control of the SIMOCO beyond the said EXTENDED GRACE PERIOD of months in that event a penalty of Rs. 10,000/- per month will be imposed for a period of six months, beyond which the owners shall be entitled to terminate this agreement and to take on and complete the remaining works through a construction (hereinafter referred to as REMAINING WORKS and all costs charges and expenses which may be incurred by the Owners in completing the said remaining works shall be reimbursed by the SIMOCO to the MUNICIPALITY. The SIMOCO will not take any legal recourse to hinder the process of handing over the property to the MUNICIPALITY nor will the SIMOCO have any claim of any sorts in the new building provided that in such event the SIMOCO/Developer Allocation of area forming the SIMOCO's/Developer's allocation in the new building once their dues are reimbursed / cleared in respect to the balance construction to the MUNICIPALITY as above. And owner may engage another developer / any agency to complete the said construction without intimation to the SIMOCO.
- 10.4 The above acts deeds things are subject to force majeure.

#### ARTICLE - XI

##### DEVELOPMENT

- 11.1 For the Purpose of development of the said Property the SIMOCO has agreed:

To appoint its own professional team for undertaking development of the said properties and owners shall be entitled to depute their competent representatives including any Architect and / or Engineer for overseeing the progress of the work of construction without any hindrance to the SIMOCO.

To take all necessary action to enforce the due, proper and prompt performance and discharge by the all parties of their respective obligations under the building contract or any sub contracts or agreements which the SIMOCO may enter into for the purpose of development of the building and appointments of the members of its Professional team and the SIMOCO shall itself diligently observe and perform its obligation under the same.

The SIMOCO has used and shall continue to use all reasonable skill and care in relation to the development, co-ordination and management and supervision of the Building

Contractor and the professional Team, in the selection preparation of all necessary performance specifications and requirements and to design of the Development for the purposes for which is to be used or specific.

The SIMOCO shall commence and proceed diligently to execute and complete the development and all outgoings in respect of the said property including payment of arrear municipal taxes. Electricity bill and otherwise if found due prior shall be the liability and responsibility of the MUNICIPALITY.

The SIMOCO shall work in a good and workman like manner with good quality of materials of several kinds free from any latent or inherent defect (whether of design, workmanship or material) to the reasonable satisfaction of the MUNICIPALITY in accordance with the approved Plans, Planning, permissions which may be granted for the development of the PROJECT, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.

The SIMOCO shall use its best endeavors to cause the Development to be practically in accordance with the provisions of the Agreement.

The SIMOCO agrees and assures that the Development will fully comply to match the specifications of the building and property as mentioned in terms of sanctioned plan. The SIMOCO shall provide the Specification after the Plan is sanctioned.

#### ARTICLE XII

##### SPACE ALLOCATION AREA SHARING

- 12.1 In consideration of the MUNICIPALITY having agreed to grant the exclusive right of Development unto and in favour of the SIMOCO the MUNICIPALITY shall be entitled to ALL THAT 25 (Twenty five) per cent of the entire constructed area of the PROJECT as per Sanction Plan AND TOGETHER WITH the undivided proportionate share in the land appurtenant thereto AND TOGETHER WITH the undivided proportionate share in common parts and portions and the roof hereinafter referred to as the MUNICIPALITY'S AREA more particularly described in the SCHEDULE hereunder written further and will be allowed to sell the flats/units / apartments / garage/commercial /godown spaces TOGETHER WITH undivided proportionate share in land / apartment thereto together with undivided proportionate share in Common parts and portions and the roof more particularly described in THE SCHEDULE TOGETHER WITH the undivided proportionate share in Common parts and portions and the roof more particularly described in SCHEDULE.
- 12.2 In consideration of the various obligations assumed by the SIMOCO and in further consideration of the SIMOCO having agreed to incur all costs charges and expenses for construction erection and completion of the said PROJECT upon the demised LAND / PROPERTY as per sanction plan the SIMOCO shall be entitled to ALL THAT 75 (Seventy Five) per cent of the entire area comprising of the PROJECT as per Sanction Plan TOGETHER WITH the undivided proportionate share in the land appurtenant thereto AND TOGETHER WITH the undivided proportionate share in common parts and portions and the roof (hereinafter referred to as the SIMOCO'S AREA more particularly described in the SCHEDULE hereunder written and further the SIMOCO will be allowed to sell the flats/units / apartments /garage/Commercial / godown spaces TOGETHER WITH undivided

proportionate share in Common parts and portions and the roof more particularly described in SCHEDULE

- 12.3 The SIMOCO shall be entitled to enter into Agreement for Assignment or nominate and / or transfer or otherwise for performing their part of the allocation in the PROJECT, for which no further consent of the other party would be necessary and / or required.
- 12.4 The MUNICIPALITY shall execute and register Power of Attorney in favour of SIMOCO/Developer by virtue of which the SIMOCO/developer shall be empowered to sign and execute the Deed of Conveyance or transfer on behalf of the MUNICIPALITY to the intending Purchasers in the Residential cum Commercial Complex.
- 12.5 The Parties shall jointly name the Project.

#### ARTICLE XIII

##### AFTER COMPLETION

- 13.1 After completion of the said PROJECT it has been agreed between the parties hereto that the management of the common parts and portions of the said PROJECT including rendition of common services shall be entrusted to a Management Company and / or Society and both the parties hereto and / or all persons claiming through or under them shall be liable to pay and contribute the proportionate amount on account of the maintenance charges which may become payable to such Management Company and / or society. By prior to such managing company / committee being formed, the SIMOCO shall carry out the maintenance of the building and / or shall be entitled to realize the proportionate share of the costs and charges involved to the same manner as the Management Company from the Owners / Buyers / Occupiers in the PROJECT(s) in respect to the area occupied by them.
- 13.2 After completion of the said PROJECT the parties hereto and all persons claiming through or under them shall make payment of the ground rent / taxes / house tax / statutory taxes and outgoings proportionately in respect of their area to the Municipality / Corporation / land revenue / authorities.

To pay and contribute the proportionate share of municipal rates taxes and other outgoings payable in respect of their areas / or allocation till and after such time the units are separately assessed by the Authorities.

To perform and observe all the terms and conditions contained are recorded in the agreement.

Not to any illegal act deed or thing whereby the said agreement is determined or terminated.

ARTICLE - XIV

FORCE MAJEURE

14.1 The SIMOCO shall not be in breach of any of the terms and conditions herein contained and on the part of the SIMOCO to be performed and observed if it is prevented by any of the conditions herein below.

Final Natural Calamity Tempest.

Any Prohibitory Order from the Court, Municipal Corporation and other Authorities.

Any cause or reason which is beyond the control of the Developer.

Any act of God or Nature

War or war like situation.

Local strikes / Labour Problem.

ARTICLE - XV

MUNICIPALITY'S OBLIGATIONS

15.1 The MUNICIPALITY have agreed :

The MUNICIPALITY shall arrange for necessary information to be given to the various authorities in respect of the construction of the PROJECT upon the said LAND / PROPERTY and implementation of construction / erection of the PROJECT is completed in accordance with the spirit of this agreement.

Such arrangements shall be concluded by the MUNICIPALITY before the process of plan sanction is completed by the authorities.

To co-operate with the SIMOCO in all respect for development of the said PROJECT in terms of this agreement and not to interfere with the progress of the Development work if the construction is in accordance with plan and specification according to WBC.

To clear the site and hand over possession of the LAND / PROPERTY to the SIMOCO for Development free from all encumbrances.

To arrange for necessary sanction from the concerned authority and / or to obtain Plan Sanction or as may be necessary and / or required from time to time for the development of the said LAND / PROPERTY.

For the purpose of obtaining all permission approvals and / or sanctions to sign and execute all deeds documents and instruments as may be necessary and / or required to enable the SIMOCO to undertake construction of the PROJECT in accordance with the said Plan.

The owner will execute and register at the cost of the SIMOCO a General Power of Attorney in favour of the SIMOCO or its nominee and / or nominees to enable the SIMOCO to obtain sanction of the said plan and / or required towards construction work and the owners shall also execute a General Power of Attorney in favour of the SIMOCO or its nominee/

conformances for implementation and / or give effect to this Agreement including exploitation of the Developer's area.

To execute the Deed(s) of Conveyance / Transfer and/or such deed/documents as the case may be in respect of the SIMOCO/Developers Allocation in respect of the undivided proportionate share in the land area of and / or including the various individual office space / shops/units in favour of the standing Purchaser(s), Assignee(s) acquiring units constructed space and car parking space forming the part of the DEVELOPER's allocated Area.

#### ARTICLE - XVI

##### SIMOCO'S INDEMNIFY

- 16.1 The SIMOCO hereby undertakes to keep the MUNICIPALITY indemnified and hereby indemnifies the Owners against all third parties claims and actions arising out of any of omission of the SIMOCO is or relating to the construction of said building.
- 16.2 The SIMOCO hereby undertakes to keep the MUNICIPALITY indemnified and hereby indemnifies the MUNICIPALITY against the all actions suits costs proceedings and claims that may arise out of the SIMOCO's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.
- 16.3. if any accident or mishap takes place during construction until completion of the PROJECT whether due to negligence or otherwise by any act of the Developer, the Architect or their labourers or contractors the same shall be on account of the SIMOCO and the MUNICIPALITY shall be freely absolved of any liability or claim thereof or there from.

#### ARTICLE XVII

##### MISCELLANEOUS

##### 17.1 RELATION OF THE PARTIES

This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties other than what has been mentioned herein and that this agreement shall not be governed by the Partnership Act.

All contracts and agreement entered into by the SIMOCO pursuant to this Agreement shall be treated as contracts or agreements between the SIMOCO as principal and the respect third parties and the owners shall have no obligation or liability under them except to sign and execute such deeds documents and instruments for the purpose of conferring a legal title.

##### 17.2 NON WAIVER

Any delay tolerated and/or indulgence shown by the SIMOCO in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the right of the SIMOCO.

**17.3. ENTIRE AGREEMENT**

This Agreement supersedes ALL documents and/or writing and/or correspondence exchanged between the parties hereto and it is made clear that any addition alteration amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the Parties.

**17.4 COSTS**

The SIMOCO shall pay and bear its own cost in respect of their respective Advocate and/or Solicitors fees and any charges (if applicable) towards this agreement shall be paid, borne and discharged by the parties as may be mutually agreed.

**17.5 TERMINATION**

**17.5.1** This agreement will be valid from the effective date and shall continue in full force and be effective unless until revoked, rescinded and/or cancelled in writing mutually by and between the parties hereto; OR

**17.5.2** Either party terminates this Agreement upon 90 (Ninety) days prior written notice in the event of the following :

If either party hereto defaults on any of its material obligations, representations or warranties under this Agreement the non-defaulting party shall notify the other party in writing, specifying in sufficient details the nature and extent of such breach and unless within 30 (Thirty) calendar days after written notice of such default the defaulting party remedies the default, this Agreement will be liable to be terminated but subject to the provisions as set out herein in this Agreement. Either party files a petition for bankruptcy or is adjudicated a bankrupt. Either party is declared insolvent.

**17.6 CONSEQUENCES OF TERMINATION**

Notwithstanding the above or in any event until and unless the SIMOCO is adjudged bankrupt or insolvent by any court of law the development right accruing out of this Agreement upon the demised premises shall continue to be held by the SIMOCO and the SIMOCO upon completion of the said building in terms of Sanction Plan shall be entitled to his / her / its share of the SIMOCO's/Developers allocation being the total constructed / sanctioned area on the said premises (saleable and retained) without any encumbrance whatsoever and / or howsoever and both the MUNICIPALITY and the SIMOCO hereby agree to earmark their respective areas on a copy of the sanction Plan in respect to saleable and retained areas to avoid any future disputes.

**17.7 NOTICES**

Notices demands or other communication required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set



out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others.

Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the following business day in the place of receipt (or if given by Registered post with acknowledgment due) two days after posting and the date of acknowledgment and in proving the same it shall be sufficient to show in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and Posted and in case of fax such telefax was duly dispatched to a current telefax number of the addressee.

17.8 REMEDY

No remedy conferred by any of the provision of this agreement is intended to be exclusively any other remedy which is otherwise available at law. In equity by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now thereafter.

17.9 Time shall be the essence as regards the provisions of this agreement both as regards the time and period mentioned herein and as regards any such time or time or period which may, by agreement in writing between the parties be submitted for them.

17.10 If any provision on this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17.11 Save as herein before provided, termination of this Agreement for any reasons shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

17.12 All Municipal rates taxes and other outgoings on and from the date of commencement of the work of construction payable in respect of the said property shall be paid, borne and discharged by the SIMOCO and from the date of taking possession of the MUNICIPALITY's allocation, the same will be borne by both parties on the basis of the ratio of such allocation.

17.13 In the event of any amount becoming payable on account of service tax under the Works Contract Tax then and in that event such service tax or any other tax will be to the account of the SIMOCO in connection with the development of the property.

17.14 The Agreement (together with schedule) constitute the entire Agreement between the parties hereto save as otherwise expressly provided no modification amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.

17.15 This Agreement shall be binding on the parties hereto and their respective Legal heirs, representatives, administrators, successors, nominees and / or assigns.

17.16 In the event of any ambiguity or discrepancy between the provisions of this Agreement and the articles in any other documents shall prevail and accordingly the parties shall exercise all rights and powers available to them so as to give effect to the provisions of



Simoco Systems & Infrastructure Solutions Ltd.  
*Praveen K. Kulkarni*  
Authorized Signatory

this Agreement and shall further, if necessary, procure any required amendment to the Articles.

- 17.17 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonable requested from time to time in order to carry out, evidence and confirm their rights and intended purpose of this Agreement and upon obtaining sanction of the building plan the owner shall handover to the SIMOCO, the original title deeds and other original papers of the demised premises and/or certified and/or authenticated copies thereof (to be obtained at the cost of the owners) which the developer shall be entitled to remain till the completion of the project and upon completion both the owners and the SIMOCO shall handover the original title deeds, sanctioned plan and all and every relevant documents to the said Maintenance committee save and except the title of the land which shall remain in their joint possession.

#### ARTICLE - XVIII

#### ARBITRATION

- 18.1 All disputes and differences between the parties hereto, regarding the interpretation scope of effect of any of the terms and conditions herein contained or touching or concerning these presents or as regards the rights and liabilities of the parties or as to whether any party has committed any default or the quantum of damages payable by the party either continuance of this agreement or expiry and/or termination thereof shall be referred to the sole ARBITRATOR appointed by them and the same shall be deemed to be a reference within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force and award passed shall binding upon the parties. The Arbitrator shall adjudicate the issue by summary proceeding so as to pass such award within four months from entering into the reference. The venue shall be in Kolkata.
- 18.2 It would be obligatory on the Arbitrator to follow the principles laid down under the Evidence Act unless specifically enjoined upon him under any statute.
- 18.3 It would be obligatory on the party of the Arbitrator to give a reasoned and speaking award and to follow the principles laid down under the Indian Evidence Act unless specifically enjoined upon him under any statute.
- 18.4 The Arbitrator shall adjudicate all the disputes including specific performance within a period of four months from the date of entering upon the reference excepting that the Arbitrator shall be entitled to extend time for such further period but in no even beyond a period of two months thereafter.
- 18.5 The Arbitrator shall be entitled to give interim awards and/or directions and/or awards from time to time.

#### JURISDICTION

The local court within the Municipal Jurisdiction and High Court at Calcutta shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

**SCHEDULE - A**  
**THE FIRST SCHEDULE ABOVE REFERRED TO (LAND)**

All That the piece and parcels of the land measuring more or less 1472.00 Sq. M. appertaining to R.S. Plot no. 4243 & 4244, L.R Plot No. 3536 & 3537, Khatian no. 1243 & 1061, Mouza - Nahati (J.L.no.-3, P.O. & P.S. - Nahati, within the local limit of Nahati Municipality Ward (old/new) no.-23/20, in the District of 24 Parganas North, is already mutated in the name of the Nahati Municipality, and within the Jurisdiction of Additional District Sub-Registrar at Nahati butted and bounded as follows:

ON THE NORTH : Dag No. 4243

ON THE EAST : 11 Ft. wide Municipal Road & house of Tilak Mohan Ghosh

ON THE SOUTH: House of Badal Ch Saha & others.

ON THE WEST: 17 ft. & 6 inch wide Municipal Road.

**SCHEDULE-B**  
**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(NEWLY CONSTRUCTED RESIDENTIAL-CUM COMMERCIAL COMPLEX)**

ALL THAT building structures together with the proportionate share of land described in first schedule.

**SCHEDULE - C**  
**(MUNICIPALITY'S ALLOCATION)**

All That space admeasuring 25% (Twenty five per cent) of the entire constructed area of the PROJECT comprising of various flats/units/shops/commercial spaces/garage/godowns per Sanction Plan AND TOGETHER WITH the undivided proportionate share in the land appurtenant thereto AND TOGETHER WITH the undivided proportionate share in common parts and portions and the roof hereinafter referred to as the MUNICIPALITY'S AREA more particularly described in THE SCHEDULE .

Srieco Systems & Infrastructure Solutions Ltd.  
*Prasanna Shankar*  
Authorized Signatory

**SCHEDULE - D**  
**(SIMOCO's ALLOCATION)**

All That space admeasuring 75% (Seventy five per cent) of the entire constructed area of the PROJECT comprising of various flats/units/shops/commercial spaces/garage/godownas per Sanction Plan AND TOGETHER WITH the undivided proportionate share in the land appurtenant thereto AND TOGETHER WITH the undivided proportionate share in common parts and portions and the roof hereinafter referred to as the MUNICIPALITY'S AREA more particularly described in THE SCHEDULE

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement the day, month and year first above written.

SIGNED SEALED AND DELIVERED by  
the FIRST PARTY at  
in the presence of:

✓ *Suman Bhattacharya*  
*of Nalhati*

✓ *Anwar Hally*  
*Signature of First Party*  
*Chairman*  
NAIHATI MUNICIPALITY  
North 24 Parganas

SIGNED SEALED AND DELIVERED by  
the SECOND PARTY at  
in the presence of:

✓ *Rina Mukherjee Choudhury*  
*of Nalhati*

*Signature of Second Party*  
Signature of Second Party  
Authorized Signatory  
Simgo Systems & Infrastructure Solutions Ltd.

Drafted & Prepared by  
*Arundhan Basu*  
*Advocate*  
NS 184/93

बायम हत्येवर टिप				डान हत्येवर टिप	
	कनिष्ठ	<i>Ashok Chaitje</i>  उच्च बायम एकर डान हत्येवर टिप ठानि जायतार <i>Ashok Chaitje</i>	कनिष्ठ		
	अपानिष्ठ		अपानिष्ठ		
	मध्यम		मध्यम		
	उच्चमि		उच्चमि		
	बुद्धा		बुद्धा		
	बुद्धा	बुद्धा			
	कनिष्ठ	<i>Rosanjit Mukherjee</i>  उच्च बायम एकर डान हत्येवर टिप ठानि जायतार <i>Rosanjit Mukherjee</i>	कनिष्ठ		
	अपानिष्ठ		अपानिष्ठ		
	मध्यम		मध्यम		
	उच्चमि		उच्चमि		
	बुद्धा		बुद्धा		

Sinoco Systems & Infrastructure Solutions Ltd.

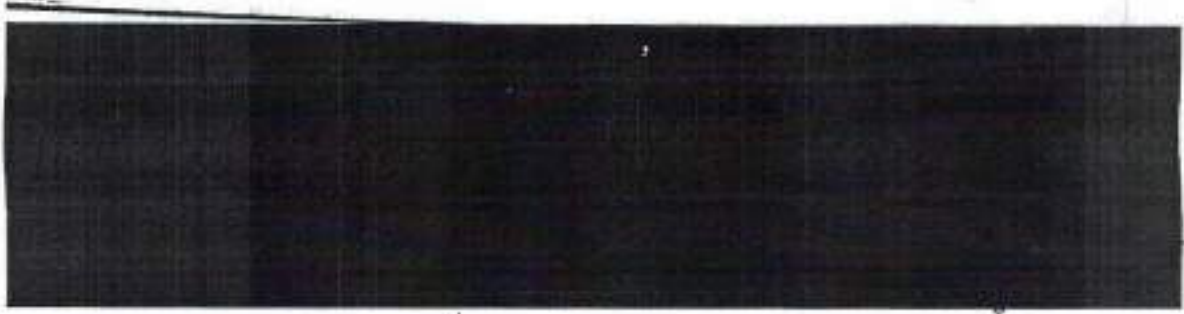
*Rosanjit Mukherjee*

Authorised Signatory



*Prasjit Mukherjee*

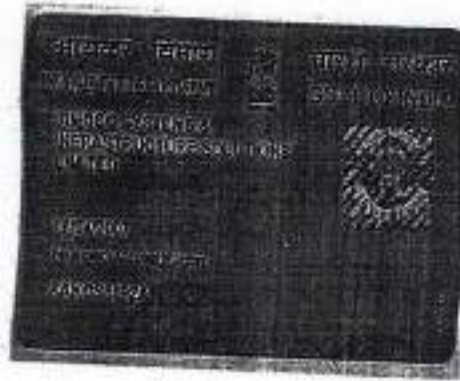
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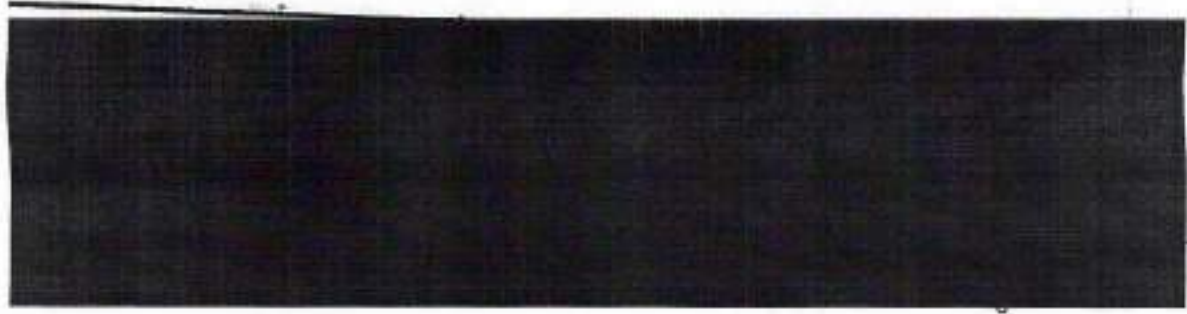
Smoco Systems & Infrastructure Solutions Ltd

*Prasjit Mukherjee*

Authorised Signatory



*Prasanna Kulkarni*



Simoco Systems & Infrastructure Solutions Ltd

*Prasanna Kulkarni*

Authorized Signatory

ॐ श्रीगणेशाय नमः  
 SECTION COMMISSIONER OF INDIA  
 IDENTIFICATION  
 WB20134675004




नाम (Name) : प्रसन्न प्रसाद मुखर्जी  
 पता (Address) : प्रसाद नगर  
 पेशा (Profession) : शिक्षक (Teacher)  
 पालिका (Municipality) : प्रसाद नगर  
 पिन (PIN) : 741014  
 जारी तिथि (Date of issue) : 11/07/2014

WB20134675004  
 Name  
 प्रसन्न प्रसाद मुखर्जी, प्रसाद नगर,  
 प्रसाद नगर, प्रसाद नगर,  
 प्रसाद नगर, प्रसाद नगर

Address  
 प्रसाद नगर, प्रसाद नगर,  
 प्रसाद नगर, प्रसाद नगर,  
 प्रसाद नगर, प्रसाद नगर

  
 Date: 11/07/2014  
 I, the undersigned hereby certify that the above  
 details are correct.  
 A Member of the Executive  
 Magistrate's Office  
 The Registrar, Const. Agency

This card is valid only if it is used in the  
 presence of the issuing authority. It is not valid  
 if it is used for any other purpose.  
 In case of any change in address, the card holder  
 should inform the issuing authority immediately  
 for the purpose of updating the card. The  
 card holder should also be aware of the  
 validity of the card.

*Prasanna Prasad Mukherjee*



Omco Systems & Infrastructure Solutions Ltd.

*Prasanna Prasad Mukherjee*  
 Authorized Signatory








Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. NAHATI, District Name (North 24-Parganas

Signature / LTI Sheet of Query No/Year 150700011115162015

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

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
1	Mr Ashok Chatterjee R B C Road, P.O- Nahali, P.S- Nahali, District- North 24-Parganas, West Bengal, India, PIN -743165	Represent ative of Land Lord (Mahal Municipal ity]			<i>Ashok Chatterjee</i> 16/12/2015
2	Mr Prosenjit Mukherjee Salt Lake, P.O- Salt Lake, P.S- Bishanagar, District-North 24- Parganas, West Bengal, India, PIN - 700091	Represent ative of Developer [Seneca System & Infrastruct ure Solutions Limited]			<i>Prosenjit Mukherjee</i> 16/12/2015
Sl No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mr Sumon Bhattacharjee Son of Late Jibon Krishna Bhattacharjee Mahakali Tala, P.O- Nahali, P.S- Nahali, District-North 24-Parganas, West Bengal, India, PIN - 743165	Mr Ashok Chatterjee, Mr Prosenjit Mukherjee		<i>Sumon Bhattacharjee</i> 16/12/2015	

(Trideeb Kumar Acharyee)  
ADDITIONAL DISTRICT  
SUB-REGISTRAR  
OFFICE OF THE A.D.S.R.  
NAHATI

**Seller, Buyer and Property Details**

**A. Land Lord & Developer Details**

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr Ashok Chatterjee R B C Road,, P.O:- Naihati, P.S:- Naihati, District:-North 24-Parganas, West Bengal, India, PIN - 743165

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Naihati Municipality 1, R B C Road,, P.O:- Naihati, P.S:- Naihati, District:-North 24-Parganas, West Bengal, India, PIN - 743165; Status : Organization; Represented by representative as given below:-
1(1)	Mr Ashok Chatterjee R B C Road,, P.O:- Naihati, P.S:- Naihati, District:-North 24-Parganas, West Bengal, India, PIN - 743165 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 16/12/2015; Date of Admission : 16/12/2015; Place of Admission of Execution : Pvt. Residence

11/01/2016 Query No:-15070001111516 / 2015 Deed No :- 150708344 / 2015, Document is digitally signed.

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Omni Systems & Infrastructure Solutions Ltd.

*Amit Kumar*  
..... signatory

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Simco System & Infrastructure Solutions Limited Sector - V, Salt Lake, P.O:- G P O, P.S:- Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700091 PAN No. AAKC58592A.; Status : Organization; Represented by representative as given below:-
1(1)	Mr Prosenjit Mukherjee Salt Lake,, P.O:- Salt Lake, P.S:- Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700091 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AJRPM1258L.; Status : Representative; Date of Execution : 16/12/2015; Date of Admission : 16/12/2015; Place of Admission of Execution : Pvt. Residence

#### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Suman Bhattacharjee Son of Late Jiben Krishna Bhattacharjee Mahakal Tala,, P.O:- Naihati, P.S:- Naihati, District-North 24-Parganas, West Bengal, India, PIN - 743165 Sex: Male, By Caste: Hindu, Occupation: Deed Writer, Citizen of: India,	Mr Ashok Chatterjee, Mr Prosenjit Mukherjee	

#### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Naihati, Municipality: NAIHATI, Road: Adhata Road, Mouza: Naihati	RS Plot No:- 4243, RS Khatian No:- 1243 -	21 Katha 15 Chatak 37.8 Sq Ft	1/-	1,48,79,921/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road

#### D. Applicant Details

Details of the applicant who has submitted the requisition form.	
Applicant's Name	Suman Bhattacharjee
Address	Naihati, Thana : Naihati, District : North 24-Parganas, WEST BENGAL, PIN - 743165

11/01/2016 Query No:-1507000111516 / 2015 Deed No :- 150708344 / 2015, Document is digitally signed.

Page 28 of 32

Simco Systems & Infrastructure Solutions Ltd.  
Prosenjit Mukherjee  
Authorized Representative

Details of the applicant who has submitted the requisition form	
Applicant's Name	Suman Bhattacharjee
Address	Naihati, Thana : Naihati, District : North 24-Parganas, WEST BENGAL, PIN - 743165
Applicant's Status	Deed Writer

11/01/2016 Query No-15070001111516 / 2015 Deed No J - 150708344 / 2015, Document is digitally signed.

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Synoco Systems & Infrastructure Solutions Ltd

*Prasenjit Mukherjee*  
Authorized Signatory

Office of the A.D.S.R. NAIHATI, District: North 24-Parganas

Endorsement For Deed Number : I - 150708344 / 2015

Query No/Year	15070001111516/2015	Serial no/Year	1507008389 / 2015
Deed No/Year	I - 150708344 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Ashok Chatterjee	Presented At	Private Residence
Date of Execution	16-12-2015	Date of Presentation	16-12-2015

Remarks

On 16/12/2015

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

Presented for registration at 17:00 hrs on : 16/12/2015, at the Private residence by Mr Ashok Chatterjee .,

Certificate of Market Value(WB.PUV) rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,48,79,921/-

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

Execution is admitted on 16/12/2015 by

Mr Ashok Chatterjee Chairman, Naihati Municipality, 1, R B C Road,, P.O:- Naihati, P.S:- Naihati, District:-North 24-Parganas, West Bengal, India, PIN - 743165

Identified by Mr Suman Bhattacharjee, Son of Late Jiben Krishna Bhattacharjee, Mahakali Tala,, P.O: Naihali, Thana: Naihali, , North 24-Parganas, WEST BENGAL, India, PIN - 743165, By caste Hindu, By Profession Deed Writer

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

Execution is admitted on 16/12/2015 by

Mr Prosenjit Mukherjee Director, Simco System & Infrastructure Solutions Limited, Sector - V, Salt Lake, P.O:- G P O, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091

Identified by Mr Suman Bhattacharjee, Son of Late Jiben Krishna Bhattacharjee, Mahakali Tala,, P.O: Naihali, Thana: Naihali, , North 24-Parganas, WEST BENGAL, India, PIN - 743165, By caste Hindu, By Profession Deed Writer

*Z*

(Trideeb Kumar Acharjee)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. NAIHATI  
North 24-Parganas, West Bengal

On 21/12/2015

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7/- ( E = Rs 7/- ) and Registration Fees paid by Cash Rs 7/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,000/- and Stamp Duty paid by Draft Rs 15,000/-, by Stamp Rs 5,000/-

**Description of Stamp**

1. Rs 10/- is paid on Court Fees.
2. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 1361, Purchased on 16/12/2015, Vendor named S Pal.

**Description of Draft**

1. Rs 15,000/- is paid, by the Draft(8554) No: 000405071223, Date: 18/12/2015, Bank: STATE BANK OF INDIA (SBI), NAIHATI.



(Kaushik Ray)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. NAIHATI  
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 150708344 for the year 2015.



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Simoco Systems & Infrastructure Solutions Ltd.

  
Anurajit Mukherjee  
Authorised Signatory