

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this ..... day of  
.....' 2019

BETWEEN

P.T.O

SUN CONCLAVE PVT. LTD.  
*Devyati Ghose*  
Authorised Signatory

1) SAMASTH INFOTAINMENT PRIVATE LIMITED, (CIN NO. U74900WB2009PTC135363) / (PAN AANCS1174R), 2) SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED (CIN NO. U32109WB1979PLC031942) / (PAN NO. AAEC54335F), and 3) SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED (CIN: U72200WB2007PLC115201) / (PAN AAKCS8592A) And 4) SUN CONCLAVE PRIVATE LIMITED, (CIN NO. U74999WB2011PTC165662) / (PAN NO. AASCS8508A) all companies are incorporated under the provisions of the Companies Act, 1956, having their respective registered Office at Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector – V, Salt Lake Electronics Complex, P.O Sech Bhawan P.S. Electronics Complex Kolkata – 700091, hereinafter, jointly, called and referred to as the “VENDORS” being represented, jointly or severally, by its Authorised Signatory and constituted Attorney Ms. ALOLIKA GHOSH (PAN BRBPG7255G), daughter of Mr. Amitava Ghosh (which expression shall unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include their successors or successors-in-office and/or agents etc.) of the **FIRST PART**.

**AND**

Daughter of

, by faith , By Nationality Indian, residing

, hereinafter referred to as the

“PURCHASERS” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs, successors, executors and/or assigns etc.) of the **SECOND PART**.

**AND**

**SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED** (CIN: U72200WB2007PLC115201) / (PAN AAKCS8592A), (hereinafter referred to as “SIMOCO SYSTEMS”), a public limited company incorporated under the Companies Act, 1956, which expression shall, unless excluded by or repugnant to the meaning or the context thereof, be deemed and having Registered Office at Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector-V, Salt Lake Electronics Complex, Kolkata - 700091

P.T.O

**SUN CONCLAVE PVT. LTD.**

*Alolika Ghosh*

Authorised Signatory

P.S. Electronics Complex, hereinafter, called and referred to as **THE DEVELOPER/ CONFIRMING PARTY** being represented, jointly or severally, by its Authorised Signatory and constituted Attorney **Ms. ALOLIKA GHOSH (PAN BRBPG7255G)**, daughter of Mr. Amitava Ghosh, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partner or Partners, successors-in-office and assigns etc.) of the **THIRD PART**.

**WHEREAS** the **VENDORS** herein sized and possessed and/or well and sufficiently entitled and sole and absolute owners of **ALL THAT** piece and parcel of Bastu land measuring 89.58 Decimal equivalent to 0.895 Acre equivalent to 3625.08 sq.mt situate at Mouza Satuli, J.L. No. 49, L.R. Khatian Nos 2129, 2166, 2175 R.S. Dag Nos. 1369, 1368, 1370, 1371, 1423, 1422, P.S. Kashipur (formerly Bhangar), P.O Pithapukur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded with the Office of the BL&LRO, Bhangar in State of West Bengal and enjoying the said property without any let or hindrance.

**(Chain / Report on Title)**

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

2. By another Deed of Sale dated the 20<sup>th</sup> day of June, 2014 made between Lal Mahammad, Lalmiya, Sirajul Molla, Lalbanu Molya, Fajila Molya, Ajila Molya, Fajila Molla, Majina Bibi, Arefan Molla, therein referred to as the Vendors of the One Part, and

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*Debjyoti Ghose*

Authorised Signatory

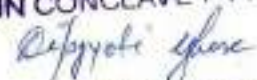


Simoco Systems & Infrastructure Solutions Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. Registrar of Assurance - I, Kolkata and recorded in Book-I, CD Volume No. 13, Pages from 499 to 521 Being No. 05750 for the year 2014 said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Simoco Systems & Infrastructure Solutions Ltd. Whereas Taramoni Bibi was the original L.R. Record owner, being Khatian No – 1984. The said Taramoni Bibi died intestate leaving behind her Three Sons and Five Daughters, herein the vendors. Whereas present Vendors became the absolute owner/occupiers by virtue of inheritance from Taramoni Bibi, as per their share according to Hunnafi Law of Shariat Whereas Vendor, sold all the piece or parcel of the land, L.R Khatian No – 1394, R.S Dag No – 1370, area 3.37 Decimal out of 50 Decimal in share 0675, lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

3. By another Deed of Sale dated the 19<sup>th</sup> day of September, 2014 made between ANOYARA MOLLA alias ANOYARA BIBI wife of AJIJ MOLLA, therein referred to as the Vendor of the One Part, and Simoco Telecommunications (South Asia) Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. District Sub Registrar of Bhangar, South 24-Parganas at Bhangar and recorded in Book-I, CD Volume No. 17, Pages from 400 to 421 Being No. 05256 for the year 2014 said Vendor for the consideration therein mentioned sold transferred and conveyed unto and to the said Simoco Telecommunications (South Asia) Ltd. WHERE AS JOSIMUDDIN MOLLA is the originally L. R. recorded owner, being Khatian No. 1391, DANGA AND SALI LAND admeasuring an area of 32.53 Decimal more or less in R. S. Dag Nos. 1366, 1367 & 1423, under L. R. Khatian No.1391 of Mouza – Satuli, J. L. No-49, Police Station – Kashipur (Formerly Bhangar) & A.D.S.R.O. – Bhangar, WHEREAS while seized and possessed of the landed PROPERTY, the said JOSIMUDDIN MOLLA, died intestate leaving behind his One Daughter namely Aishea Bibi, Four sons namely Najirali Molla, Naosad Molla, Abdar Molla and Abbach Molla, as his legal heirs or representatives as per their share according to the HUNNAFI LAW OF SHARIAT; WHERE AS Naosad Molla is the owner DANGA AND SALI LAND admeasuring an area of 7.22 Decimal more or less in R. S. Dag Nos. 1366, 1367 & 1423, under L. R.

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Khatian No. 1391 of Mouza – Satuli, J. L. No- 49, Police Station – Kashipur (Formerly Bhangar) & A.D.S.R.O. – Bhangar, WHEREAS the VENDOR herein namely ANOYARA MOLLA alias ANOYARA BIBI, owned and possessed this PROPERTY mentioned in the SCHEDULE gifted by her Father namely Naosad Molla, with the Additional District Sub-Registrar of Bhangar, South 24 Parganas, Being No – 1510 for 2009, Volume – 05, Page 3335 to 3349; Whereas Vendor, sold, admeasuring total area of about 7.22 Decimal, more or less, equivalent to 4.37 Cottah more or less, of the land, lying and situated at Village – Satuli, in Mouza – Satuli, J.L No.49, R.S. Dag Nos. 1366, 1367 & 1423 under L.R. Khatian No. 1391, lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

4. By another Deed of Sale dated the 11<sup>th</sup> day of July, 2014 made between Ranjan Kumar Mandal, therein referred to as the Vendor of the One Part, and Simoco Telecommunications (South Asia) Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. Registrar of Assurance - I, Kolkata and recorded in Book-I, CD Volume No. 16, Pages from 1635 to 1652, Being No. 06836 for the year 2014 said Vendor for the consideration therein mentioned sold transferred and conveyed unto and to the said Simoco Telecommunications (South Asia) Ltd. Whereas Vendor, Ranjan Kumar Mandal, sold all the piece or parcel of the land, L.R Khatian No – 241, R.S Dag No – 1364, area 5.16 Decimal out of 31 Decimal in share 1666, R.S Dag No – 1368, area 15 Decimal out of 30 Decimal in share 5000, R.S Dag No – 1373, area 19 Decimal out of 19 Decimal in share 10000 and R.S Dag No – 1410, area 33 Decimal out of 33 Decimal in share 10000, lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

5. By another Deed of Sale dated the 09<sup>th</sup> day of April, 2014 made between Anchar Ali Molla, therein referred to as the Vendor of the One Part, and Samasth Infotainment Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. District Sub Registrar of Bhangar, South 24-Parganas at Bhangar and recorded in Book-I, CD Volume No. 07, Pages from 227 to 247 Being No. 02159 for the year 2014 said Vendor for the consideration therein mentioned sold transferred and

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conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Jamsed Molla is the original L.R. Record owner, being Khatian No – 254. Whereas Jamsed Molla transferred the schedule property to his son, namely Anchar Ali Molla, by the virtue of Gift deed, Dated – 19.06.2008 which was recorded at A.D.S.R.O Bhangar, in Book No – I, Volume No – 6, Pages 2991 to 3008, Gift Being no – 02920 for the year 2008. Where as present Vendor, namely Anchar Ali Molla, sold all the piece or parcel of the land, L.R Khatian No – 254, R.S Dag No – 1370, area 07 Decimal out of 50 Decimal in share 1350, lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

6. By another Deed of Sale dated the 09<sup>th</sup> day of April, 2014 made between Samsur Ali Molla, therein referred to as the Vendor of the One Part, and Samasth Infotainment Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. District Sub Registrar of Bhangar, South 24-Parganas at Bhangar and recorded in Book-I, CD Volume No. 07, Pages from 185 to 205 Being No. 02157 for the year 2014 said Vendor for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Vendor, Samsur Ali Molla, sold all the piece or parcel of the land, L.R Khatian No – 121, R.S Dag No – 1370, area 07 Decimal out of 50 Decimal in share 1350, lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

7. By another Deed of Sale dated the 30<sup>th</sup> day of April, 2014 made between Mohammed Ali Molla, Ketabali Molla, Ajar Molla, Chaleha Bibi, Golehar Bibi, Charfan Bibi, Golbanu Bibi and Saripan Bibi, therein referred to as the Vendors of the One Part, and Samasth Infotainment Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. District Sub Registrar of Bhangar, South 24-Parganas at Bhangar and recorded in Book-I, CD Volume No. 08, Pages from 1545 to 1581 Being No. 02492 for the year 2014 said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Daud Ali Molla was the original L.R. Record owner, being Khatian No – 240. Whereas Daud Ali Molla died intestate leaving behind Three

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Son and Six Daughter, herein the vendors. Whereas present Vendors became the absolute owner/occupiers by virtue of inheritance from Daud Ali Molla as per his share according to Hunnafi Law of Shariat. Whereas Vendors, sold all the piece or parcel of the land, L.R Khatian No – 240, R.S Dag No – 1370, area 07 Decimal out of 50 Decimal in share 1350, lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

8. By another Deed of Sale dated the 09<sup>th</sup> day of April, 2014 made between Ramesh Roy and Niharbala Mandal, therein referred to as the Vendors of the One Part, and Samasth Infotainment Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. District Sub Registrar of Bhangar, South 24-Parganas at Bhangar and recorded in Book-I, CD Volume No. 07, Pages from 162 to 184 Being No. 02156 for the year 2014 said Vendor for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Vendor - 1, Ramesh Roy sold all the piece or parcel of the land, L.R Khatian No – 1393, R.S Dag No – 1370, area 01 Decimal out of 50 Decimal in share 0200, and Vendor - 2, Nihar Bala Mandal sold all the piece or parcel of the land, L.R Khatian No – 2120, R.S Dag No – 1362, area 03 Decimal out of 35 Decimal in share 0833, lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

9. By another Deed of Sale dated the 09<sup>th</sup> day of April, 2014 made between Siddik Ali Molya alias Siddik Molya, therein referred to as the Vendor of the One Part, and Samasth Infotainment Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. District Sub Registrar of Bhangar, South 24-Parganas at Bhangar and recorded in Book-I, CD Volume No. 07, Pages from 141 to 161 Being No. 02155 for the year 2014 said Vendor for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Vendor, Siddik Ali Molya alias Siddik Molya, sold all the piece or parcel of the land, L.R Khatian No – 305, R.S Dag No – 1370, area 06 Decimal out of 50 Decimal in share 1200, lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur

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(Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

10. By another Deed of Sale dated the 25<sup>th</sup> day of April, 2014 made between Abhay Mondal, Tapan Mondal, Pranati Biswas, Arati Ghosh, Bhagabati Naskar, Sandhya Rani Naskar, Minati Mandal, Sarothi Pahar, therein referred to as the Vendors of the One Part, and Samasth Infotainment Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. District Sub Registrar of Bhangar, South 24-Parganas at Bhangar and recorded in Book-I, CD Volume No. 07, Pages from 1286 to 1324 Being No. 02394 for the year 2014 said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt. Ltd. Whereas Nishi Bala Mondal was the originally L.R. Record owner, being Khatian No – 213, Whereas Nishi Bala Mondal died intestate leaving behind her two sons and Six daughter namely Abhay Mondal, Tapan Mondal, Pranati Biswas, Arati Ghosh, Bhagabati Naskar, Sandhya Rani Naskar, Minati Mandal, Sarothi Pahar, here in the present vendors. After the demise of Nishi Bala Mondal, the present Vendors are became the absolute owner/occupiers by virtue of inheritance from Nishi Bala Mondal, as per their share according to Hindu Law of Succession. Whereas Vendors, sold all the piece or parcel of the land, L.R Khatian No – 213, R.S Dag No – 1358, area 04 Decimal out of 108 Decimal in share 0312, R.S Dag No – 1360, area 01 Decimal out of 31 Decimal in share 0242, R.S Dag No – 1368, area 04 Decimal out of 30 Decimal in share 1250, R.S Dag No – 1381, area 0.25 Decimal out of 48 Decimal in share 0053, R.S Dag No – 1382, area 01.08 Decimal out of 52 Decimal in share 0209, lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

11. By another Deed of Sale dated the 09<sup>th</sup> day of June, 2014 made between Tapan Mondal, Abhay Mondal and Pranati Biswas, therein referred to as the Vendors of the One Part, and Samasth Infotainment Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. District Sub Registrar of Bhangar, South 24-Parganas at Bhangar and recorded in Book-I, CD Volume No. 10, Pages from 856 to 883 Being No. 03065 for the year 2014, said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Samasth Infotainment Pvt.

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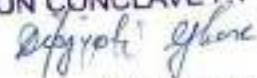


Ltd. Whereas Vendor – 01, Tapan Mondal sold all the piece or parcel of the land, L.R Khatian No – 210, R.S Dag No – 1358, area 3.37 Decimal out of 108 Decimal in share 0312, R.S Dag No – 1368, area 3.75 Decimal out of 30 Decimal in share 1250, R.S Dag No – 1381, area 0.25 Decimal out of 48 Decimal in share 0052 and R.S Dag No – 1382, area 1.08 Decimal out of 52 Decimal in share 0208. Whereas Vendor – 02, Abhay Mondal sold all the piece or parcel of the land, L.R Khatian No – 210, R.S Dag No – 1358, area 3.37 Decimal out of 108 Decimal in share 0312, R.S Dag No – 1368, area 3.75 Decimal out of 30 Decimal in share 1250, R.S Dag No – 1381, area 0.25 Decimal out of 48 Decimal in share 0052 and R.S Dag No – 1382, area 1.08 Decimal out of 52 Decimal in share 0208. Whereas Vendor – 03, Pranati Biswas, sold all the piece or parcel of the land, L.R Khatian No – 212, R.S Dag No – 1358, area 3.37 Decimal out of 108 Decimal in share 0312, R.S Dag No – 1368, area 3.75 Decimal out of 30 Decimal in share 1250, R.S Dag No – 1381, area 0.25 Decimal out of 48 Decimal in share 0052 and R.S Dag No – 1382, area 1.08 Decimal out of 52 Decimal in share 0208 lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

12. By another Deed of Sale dated the 13<sup>th</sup> day of April, 2014 made between RAJNI MANDAL alias RAJANI KANTA MANDAL, NABIN ROY and NAOSAD ALI MOLYA therein referred to as the Vendors of the One Part, and Simoco Telecommunications (South Asia) Ltd. therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. Registrar of Assurance - I, Kolkata and recorded in Book-I, CD Volume No. 9, Pages from 7012 to 7032, Being No. 03317 for the year 2015 said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Simoco Telecommunications (South Asia) Ltd. WHEREAS VENDOR – 1, herein namely, RAJNI MANDAL alias RAJANI KANTA MANDAL is the originally L. R. recorded owner, being Khatian No. 433, DANGA LAND admeasuring an area of 5.16 Decimal more or less in R. S. Dag No. 1364, under L. R. Khatian No. 433 of Mouza – Satuli, J. L. No- 49, Police Station – Kashipur (Formerly Bhangar) & A.D.S.R.O. – Bhangar, District – South 24 Parganas, more fully and particularly described in the SCHEDULE – A hereunder written; WHEREAS VENDOR – 2, herein namely, NABIN ROY is the originally L. R. recorded

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owner, being Khatian No. 2199, SALI LAND admeasuring an area of 5.52 Decimal more or less in R. S. Dag No. 1363, under L. R. Khatian No. 2199 of Mouza – Satuli, J. L. No- 49, Police Station – Kashipur (Formerly Bhangar) & A.D.S.R.O. – Bhangar, District – South 24 Parganas, more fully and particularly described in the SCHEDULE – B hereunder written; WHEREAS VENDOR – 3, herein namely, NAOSAD ALI MOLYA is the originally L. R. recorded owner, being Khatian No. 2188, DANGA AND SALI LAND admeasuring an area of 9.28 Decimal more or less in R. S. Dag No. 1366, 1367 and 1423, under L. R. Khatian No. 2188 of Mouza – Satuli, J. L. No- 49, Police Station – Kashipur (Formerly Bhangar) & A.D.S.R.O. – Bhangar, District – South 24 Parganas, more fully and particularly described in the SCHEDULE – C hereunder written; admeasuring total area of about 19.96 Decimal, more or less, equivalent to 0.604 Bigha more or less, equivalent to 12.09 Cottah more or less, of the land, lying and situated at Village – Satuli, in Mouza – Satuli, J.L No.49, R.S. Dag Nos.1364, 1363, 1366, 1367 & 1423 under L.R. Khatian Nos.433, 2199 and 2188 lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

13. By another Deed of Sale dated the 06<sup>th</sup> day of April, 2015 made between Ajijul Mulla, therein referred to as the Vendor of the One Part, and Simoco Telecommunications (South Asia) Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. Registrar of Assurance - I, Kolkata and recorded in Book-I, CD Volume No. 08, Pages from 6245 to 6261, Being No. 02930 for the year 2015 said Vendor for the consideration therein mentioned sold transferred and conveyed unto and to the said Simoco Telecommunications (South Asia) Ltd. Whereas Vendor, Ajijul Mulla, sold all the piece or parcel of the land, L.R Khatian No – 2165, R.S Dag No – 1371, area 38 Decimal out of 38 Decimal in share 10000, lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

14. By another Deed of Sale dated the 04<sup>th</sup> day of June, 2015 made between CHHIDDIK ABUBAKKAR MOLYA, DAUD ALI MOLYA, MUCHHAHAK MOLYA and HAJARI ROY therein referred to as the Vendors of the One Part, and Simoco

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Telecommunications (South Asia) Ltd. therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. Registrar of Assurance - I, Kolkata and recorded in Book-I, Volume No. 1901-2015, Pages from 16447 to 16480, Being No. 04646 for the year 2015 said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Simoco Telecommunications (South Asia) Ltd. WHEREAS VENDORS - 1, 2 and 3, herein namely, CHHIDDIK ABUBAKKAR MOLYA, DAUD ALI MOLYA, MUCHHAHAK MOLYA are the owner of DANGA LAND admeasuring an area of 8.50 Decimal more or less in R. S. Dag Nos. 1366 and 1367, under L. R. Khatian No. 1391 of Mouza - Satuli, J. L. No- 49, Police Station - Kashipur (Formerly Bhangar) & A.D.S.R.O. - Bhangar, District - South 24 Parganas, more fully and particularly described in the SCHEDULE - A hereunder written; WHEREAS Josimuddin Molya is the originally L. R. recorded owner, being Khatian No. 1391, DANGA LAND admeasuring an area of 13.20 Decimal more or less in R. S. Dag Nos. 1366 and 1367, under L. R. Khatian No. 1391 of Mouza - Satuli, J. L. No- 49, Police Station - Kashipur (Formerly Bhangar) & A.D.S.R.O. - Bhangar, District - South 24 Parganas. AND WHEREAS while seized, possessed, the landed property the aforesaid Josimuddin Molya gifted 8.50 Decimal more or less to his three Grand Sons, herein VENDORS No - 1, 2, and 3, and One daughter namely Joshimon Bibi by virtue of Gift Deed, which was recorded at Sub Registry office Bhangar, South 24 Parganas, Gift Being No-5744 for the year 1971, Volume - 66, Page 736 to 744; WHEREAS while seized and possessed of the landed PROPERTY, the said Late. Joshimon Bibi, died intestate leaving behind her Three Sons herein namely CHHIDDIK ABUBAKKAR MOLYA, DAUD ALI MOLYA, MUCHHAHAK MOLYA, here in VENDORS No - 1, 2, and 3 as her legal heirs or representatives as per their share according to the HUNNAFI LAW OF SHARIAT, WHEREAS VENDOR - 4, herein namely, HAJARI ROY is the originally L. R. recorded owner, being Khatian No. 76, SALI LAND admeasuring an area of 11 Decimal more or less in R. S. Dag No. 1422, under L. R. Khatian No. 76 of Mouza - Satuli, J. L. No- 49, Police Station - Kashipur (Formerly Bhangar) & A.D.S.R.O. - Bhangar, District - South 24 Parganas, more fully and particularly described in the SCHEDULE - B hereunder written; admeasuring total area of about 19.50 Decimal, more or less, equivalent to 11.82 Cottah more or less, of the land lying and situated at Village - Satuli, in Mouza - Satuli, J.L No.49, R.S. Dag

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Nos.1366, 1367 and 1422 under L.R. Khatian Nos. 1391 and 76 lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedules thereunder written.

15. By another Deed of Sale dated the 07<sup>th</sup> day of August, 2015 made between CHITTARANJAN ROY, NIRANJAN ROY, PRABIR ROY, NABIN ROY, SANATAN ROY, KANAKLATA GAYEN, MADHABI HALDAR, TUSHAR KANTI RAY, MADHUMAY RAY and SOUMEN ROY therein referred to as the Vendors of the One Part, and Simoco Telecommunications (South Asia) Ltd. therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. Registrar of Assurance - I, Kolkata and recorded in Book-I, Volume No. 1901-2015, Pages from 99360 to 99392, Being No. 07213 for the year 2015 said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Simoco Telecommunications (South Asia) Ltd. WHEREAS BALARAM ROY is the originally L.R. recorded owner, being Khatian No. 75, of the SALI LAND in R. S. Dag No. 1422, under L. R. Khatian No. 75, admeasuring an area of 11 Decimal more or less, of Mouza – Satuli, J. L. No- 49, Police Station – Kashipur (Formerly Bhangar) & A.D.S.R.O. – Bhangar, District – South 24 Parganas, WHEREAS while seized and possessed of the landed PROPERTY, the said BALARAM ROY, died intestate leaving behind his Widow here in namely DASIBALA ROY, and Five sons, here in VENDOR No- 1 to 5, namely 1. CHITTARANJAN ROY, 2. NIRANJAN ROY, 3. PRABIR ROY, 4. NABIN ROY, 5. SANATAN ROY, and Two Daughters, herein VENDOR No- 6 to 7 namely 6. KANAKLATA GAYEN, and 7. MADHABI HALDAR as his legal heir or representative as per his share according to the HINDU LAW OF SUCCESSION; AND WHEREAS while seized, possessed, the landed property the aforesaid DASIBALA ROY gifted her own share, 1.375 Decimal more or less to her three Grand Sons, herein VENDORS No – 8, 9, and 10, namely 8. TUSHAR KANTI RAY, 9. MADHUMAY RAY and 10. SOUMEN ROY by virtue of Gift Deed, which was recorded at Sub Registry office Bhangar, South 24 Parganas, Gift Being No-04689 for the year 2014, Volume – 15, Page 2837 to 2859, Book No - I; Admeasuring total area of about 11 Decimal, more or less, equivalent to 0.333 Bigha more or less, equivalent to 6.666 Cottah more or less, of the land, lying and situated at Village – Satuli, in Mouza – Satuli,

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J.L No.49, R.S. Dag No. 1422 under L.R. Khatian No. 75 lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedules thereunder written.

16. By another Deed of Sale dated the 24<sup>th</sup> day of November, 2015 made between CHANDMOHAN ROY alias CHAND ROY and PUTUL NASKAR therein referred to as the Vendors of the One Part, and Simoco Telecommunications (South Asia) Ltd. therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. Registrar of Assurance - I, Kolkata and recorded in Book-I, Volume No. 1901-2015, Pages from 166887 to 166916, Being No. 09224 for the year 2015 said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Simoco Telecommunications (South Asia) Ltd. WHEREAS VENDOR - 1, herein namely, CHANDMOHAN ROY alias CHAND ROY is the originally L. R. recorded owner, being Khatian No. 80, SALI LAND admeasuring an area of 5.50 Decimal more or less in R. S. Dag Nos. 1422, under L. R. Khatian No. 80 of Mouza - Satuli, J. L. No-49, Police Station - Kashipur (Formerly Bhangar) & A.D.S.R.O. - Bhangar, District - South 24 Parganas, more fully and particularly described in the SCHEDULE - A hereunder written; WHEREAS VENDOR - 2, herein namely, PUTUL NASKAR is the originally L. R. recorded owner, being Khatian No. 81, SALI LAND admeasuring an area of 5.50 Decimal more or less in R. S. Dag No. 1422, under L. R. Khatian No. 81 of Mouza - Satuli, J. L. No- 49, Police Station - Kashipur (Formerly Bhangar) & A.D.S.R.O. - Bhangar, District - South 24 Parganas, more fully and particularly described in the SCHEDULE - B hereunder written; Admeasuring total area of about 11 Decimal, more or less, equivalent to 0.333 Bigha more or less, equivalent to 6.66 Cottah more or less, of the land, lying and situated at Village - Satuli, in Mouza - Satuli, J.L. No.49, R.S. Dag No.1422 under L.R. Khatian Nos. 80 and 81 lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedules there under written.

17. By another Deed of Sale dated the 09<sup>th</sup> day of March, 2016 made between ABBACHH ALI MOLYA therein referred to as the Vendor of the One Part, and Simoco Telecommunications (South Asia) Ltd. therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. Registrar of Assurance - I, Kolkata and


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recorded in Book-I, Volume No. 1901-2016, Pages from 72467 to 72498, Being No. 02041 for the year 2016 said Vendors for the consideration therein mentioned sold transferred and conveyed unto and to the said Simoco Telecommunications (South Asia) Ltd. WHEREAS the VENDOR herein namely ABBACHH ALI MOLYA is the originally L. R. Record owner of ALL THAT piece and parcel of DANGA AND SALI land, admeasuring total area of about 8.241 Decimal, more or less, equivalent to 0.249 Bigha more or less, equivalent to 4.99 Cottah more or less, of the land, lying and situated at Village – Satuli, in Mouza – Satuli, J.L No.49, R.S. Dag Nos.1366, 1367 and 1423 under L.R. Khatian No. 596 Police Station – Kashipur (Formerly Bhangar) and the aforesaid land is recorded with the Office of the B.L & L.R.O, Bhangar, within the jurisdiction of the Bhagabanpur Gram Panchayat, Additional District Sub-Registrar at Bhangar, District South 24 Parganas more fully and particularly described in the SCHEDULE- (A) hereunder written; WHEREAS namely Late. JACHHIMADDIN MOLYA is the originally L. R. Record owner of ALL THAT piece and parcel of DANGA AND SALI land, admeasuring total area of about 17.71 Decimal, more or less, of the land, lying and situated at Village – Satuli, in Mouza – Satuli, J.L No.49, R.S. Dag Nos.1366, 1367 and 1423 under L.R. Khatian No. 1391 Police Station – Kashipur (Formerly Bhangar) and the aforesaid land is recorded with the Office of the B.L & L.R.O, Bhangar, within the jurisdiction of the Bhagabanpur Gram Panchayat, Additional District Sub-Registrar at Bhangar, District South 24 Parganas. WHEREAS while seized and possessed of the landed PROPERTY, the said Late. JACHHIMADDIN MOLYA, died intestate leaving behind his Three Sons herein namely NAUSAD ALI MOLLA, ABDAR RAHAMAN MOLLA, ABBACHH ALI MOLYA, and One Daughter namely AYSA BIBI here in his legal heirs or representatives as per their share according to the HUNNAFI LAW OF SHARIAT, WHEREAS while seized and possessed of the landed PROPERTY, the said ABBACHH ALI MOLYA inherited from Late. JACHHIMADDIN MOLYA, as per his share according to the HUNNAFI LAW OF SHARIAT, and here in VENDOR is the rightful owner of ALL THAT piece and parcel of DANGA AND SALI land, admeasuring total area of about 5.056 Decimal, more or less, equivalent to 0.153 Bigha more or less, equivalent to 3.06 Cottah more or less, of the land, lying and situated at Village – Satuli, in Mouza – Satuli, J.L No.49, R.S. Dag Nos.1366, 1367 and 1423 under L.R. Khatian No. 1391 Police Station – Kashipur

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(Formerly Bhangar) and the aforesaid land is recorded with the Office of the B.L & L.R.O, Bhangar, within the jurisdiction of the Bhagabanpur Gram Panchayat, Additional District Sub-Registrar at Bhangar, District South 24 Parganas more fully and particularly described in the SCHEDULE- (B) hereunder written; Admeasuring total area of about 13.297 Decimal, more or less, equivalent to 0.402 Bigha more or less, equivalent to 8.05 Cottah more or less, of the land, lying and situated at Village – Satuli, in Mouza – Satuli, J.L No.49, R.S. Dag Nos.1366, 1367 and 1423 under L.R. Khatian Nos. 596 and 1391 lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedules thereunder written.

18. By another Deed of Sale dated the 01<sup>st</sup> day of July, 2016 made between ABDUL RAHIM MOLLA ALIAS MD ABDURRAHIM, therein referred to as the Vendor of the One Part, and Simoco Systems & Infrastructure Solutions Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Add. Registrar of Assurance - I, Kolkata and recorded in Book-I, Volume No. 1901-2016, Pages from 173944 to 173968 Being No. 05157 for the year 2016 said Vendor for the consideration therein mentioned sold transferred and conveyed unto and to the said Simoco Systems & Infrastructure Solutions Ltd. WHEREAS the VENDOR herein namely ABDUL RAHIM MOLLA ALIAS MD ABDURRAHIM, is the originally L. R. recorded owner of ALL THAT piece and parcel of SHALI LAND, admeasuring total area of about 1.6 Decimal, more or less, equivalent to 0.969 Cottah more or less, of the land, lying and situated at Village – Satuli, in Mouza – Satuli, J.L No. 49, R.S. Dag Nos. 1423 under L.R. Khatian No. 601, Police Station – Kashipur (Formerly Bhangar) and the aforesaid land is recorded in the name of the VENDOR with the Office of the B.L & L.R.O, Bhangar, hereinafter referred to as the said 'PROPERTY' within the jurisdiction of the Bhagabanpur Gram Panchayat, Additional District Sub-Registrar at Bhangar, District South 24 Parganas more fully and particularly described in the SCHEDULE hereunder written, the land lying and situate at Mouza - Satuli, J.L. No. 49, Police Station: Kashipur (Formerly Bhangar) in the District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

19. By virtue of the above, said Samasth Infotainment Pvt. Ltd., Simoco Systems & Infrastructure Solutions Ltd. and Simoco Telecommunications (South Asia) Ltd. are

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become absolutely seized and possessed of, or otherwise well and sufficiently entitled to All That piece and parcel of land admeasuring an area aggregating to totalling 0.891 Acre equivalent to 3606.528 sq.mt. Equivalent to 38820.67 Sq. Ft. at Booth No.- 62, 63, R.S. DagNo. 1368(P), 1369(P), 1422(P), 1423(P), 1370(P), and 1371(P). Mouza - Satuli, J.L. No.-49, L.R. Khatian No.- 2129, 2166 and 2175 P.S. Kashipur (formerly Bhangar), P.O Pithapukur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded / are being recorded with the Office of the BL&LRO, Bhangar in state of West Bengal, morefully, described in the **Land Schedule** hereinabove written ("**Said Land**").

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

**AND WHEREAS** the **VENDORS** mutated their names in the records of **B.L. & L.R.O.** Bhangar II, and got their L.R.Record of rights and it was recorded under **L.R.Khatian** No. 2129, 2166, 2175 R.S. Dag Nos. 1369, 1368, 1370, 1371, 1423, 1422, and the vendors for deriving optimum benefit and returns from their land entered into a Development Agreement on dated 2<sup>nd</sup> November 2015, registered with **A.R.A - 1, Kolkata, vide Book-1, CD Volume Number 1901-2015, Pages from 171731 to 171789, being No. 09378** for the year 2015 in respect of land owned by them recorded with the Office of the BL & LRO at Bhangar -II more fully described in the **FIRST SCHEDULE** for development. Therein the Developer has assigned **SIMOCO SYSTEMS** to market and sell Flats / Units in the Project more fully described below; assign

A General Power of Attorney Registered on dated 13.03.2015 executed by "SAMASTH", "TELECOM" and "SUN CONCLAVE PVT. LTD." in favour of 'SIMOCO SYSTEMS registered with **A.R.A - III, Kolkata, vide Book- IV, CD Volume Number 1903-2015, Pages from 89955 to 89983, being No. 06562** for the year 2015, for doing all the works required for construction of the Complex and

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transferring the title of the flats, car parking spaces to the purchaser of the same on behalf of the **VENDORS**.

**AND WHEREAS** in terms of the said agreement the vendors were allotted flats and car parking spaces in the complex in consideration of their land and excepting the vendors allocation the remaining flats, car parking spaces and any other spaces, vacant spaces etc. were allotted to the share of the Developer and the Developer shall appropriate the sale proceeds of his allotted share **AND** in terms of the said agreement the flat and car-parking space hereby offered for sale to the purchaser herein belongs to the share of the developer.

**AND WHEREAS** the Developer obtained approved building plan of the project consisting of G+IV storied buildings vide building Plan **No.436/566/KMDA dated 17/05/2017** from the appropriate authority of South 24 Parganas Zilla Parishad.

**AND WHEREAS SIMOCO SYSTEM** has undertaken the construction works of the project on the said land by constructing buildings in accordance with the approved building plan no. **No.436/566/KMDA dated 17/05/2017** and complying with general specification of construction.

**AND WHEREAS** the **Developer** and the owners of the land offered the purchaser herein to sell a flat and a two wheeler parking space from developer's allocation identified by **Flat No.1B** on the **1<sup>st</sup> Floor, Block 1B15, Under Precinct-03**, having Carpet Area **289.68 Sq.Ft**, Consisting of 1 (One) Bed Room, 1(one) Living / Dining Room, 1(one) Kitchen, 1 (One) Toilet, and One Balcony **10.76 Sq.ft.**, along with **Parking Space No. TW4, Block No.1B15** for Two Wheeler having area of approx. **24.21 Sq. Ft** and **Parking Space No. C2, Block No.1B15** for Four Wheeler having area of approx. **135 Sq. Ft**; the said building at a price or consideration of **Rs.10,45,327/- (Rupees Ten Lakh Forty Five Thousand Three Hundred Twenty Seven only)** Plus other charges details are given in the schedule, free from all encumbrances.

**AND WHEREAS** the **PURCHASER**, the second party herein, has gone through the Title Deeds, and inspected the building plan and other relevant papers and documents and being fully satisfied to the title of the property, building plan and clear marketability of the property agreed to purchase the **Flat No. 1B on the 1<sup>st</sup> Floor, Block 1B15, Under**

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**Precinct-03** measuring Carpet Area **289.68 Sq.Ft**, Balcony **10.76 Sq.ft** and **Parking Space No. TW4, Block No.1B15** for Two Wheeler having area of approx. **24.21 Sq.Ft** and **Parking Space No. C2, Block No.1B15** for Four Wheeler having area of approx. **135 Sq. Ft** more or less, lying and situated at Mouza Satuli, J.L. No. 49, L.R. Khatian Nos 2129, 2166 and 2175 R.S. Dag Nos. 1369, 1368, 1370, 1371, 1423, 1422, P.S. Kashipur (formerly Bhangar), P.O Pithapur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded with the Office of the BL&LRO, Bhangar in State of West Bengal, fully described in **FIRST SCHEDULE** hereunder written together with undivided proportionate share of land and right to use and enjoying the common areas and facilities of the building and premises more fully described in the **SECOND SCHEDULE** hereunder written and for greater clearance of the map or plan annexed herein, as fully completed unit/flat in good and decent condition.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS**

In pursuance of the said Agreement and consideration of the said sum of **Rs.10,45,327/- (Rupees Ten Lakh Forty Five Thousand Three Hundred Twenty Seven only)** of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor (receipt whereof the Vendor do hereby as also the Memo of Consideration written herein below admit and acknowledge and from the same and every part thereof hereby acquit, release and forever discharge the Purchaser and the property hereby sold and transferred the Vendor do hereby sell, grant, transfer and the property hereby sold and transferred) the Vendor/Vendor do hereby sell, grant transfer, convey, assign and assure unto the Purchaser ALL THAT piece and parcel of **Flat No.1B** on the **1<sup>st</sup> Floor, Block 1B15, Under Precinct-03** covering a Carpet Area **289.68 Sq.Ft**, Balcony **10.76 Sq.ft** and a of the said G+IV Storied building together with undivided impartible proportionate share of land mentioned in the **FIRST SCHEDULED** herein under and the said Building now known as "**1B15**" lying and situated at Mouza Satuli, J.L. No. 49, L.R. Khatian Nos 2129, 2166 and 2175 R.S. Dag Nos. 1369, 1368, 1370, 1371, 1423, 1422 P.S. Kashipur (formerly Bhangar), P.O Pithapur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded with the Office of the BL&LRO, Bhangar in State of West Bengal (more fully and particularly described in the '**FIRST SCHEDULED**' hereunder written) together with the undivided proportionate share of

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the land and the building, and enjoyment of the said flat including the uninterrupted A N D free access to other common areas, portions amenities and facilities hereunder written (hereinafter collectively referred to as the SAID FLAT OR HOWSOEVER OTHERWISE THE SAID FLAT now is or at any time or times hereto before was situated, butted bounded, called, known numbered described and distinguished TOGETHER WITH all fixtures, walls, passages, water courses and all manner of former or other rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the said any part thereof usually occupied or enjoyed or reputed to belonging or be appurtenant therein AND the reversion or reversions, remainder or remainders and the rents issues and profits thereof and every part thereof and all the estate, rights, title, interest, claims, use, inheritance, trust property or demand whatsoever of the vendors do at law or in equity into and upon the said flat or any part thereof TOGETHER WITH their and every of their respective rights manner and appurtenances whatsoever unto the purchaser absolutely and forever free from all encumbrances, trusts, charges, liens, lispens, attachments, acquisition and requisition by the Govt. or any Govt. Agency or other concern and all other liabilities whatsoever including however right to convey or transfer the said flat, if necessary at any time subject nevertheless to the easement or quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat hereunder written and excepting and reserving unto the vendors and other owners in the said building such easements or quasi-easements and rights and privileges as are mentioned and hereunder written also subject to the Purchaser covenant to bear and pay his proportionate share of common expenses to the Association / Society / Company formed by the owners / occupiers of the flat of the said building for maintenance of the flat of the said building as mentioned and hereunder written. The **SECOND and THIRD SCHEDULE** hereunder written shall offer the interests, easements, quasi-easements, exceptions, reservations and privileges of the flat owners / occupiers only and not of the flat owners of the said building.

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

- a) That the said land/ flat (hereinafter referred to as **FIRST SCHEDULE**) and every part thereof are not attached in any proceedings started by or at the instance

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of Estate duty, Income Tax, Wealth Tax or Gift Tax Authorities and all rents, rates and taxes of concerned Authorities are duly paid and /or be paid accordingly or department of or under the provision of the Public Demand Recovery Act or otherwise and that to the knowledge of the Vendors certificate has been filed in the office of the Certificate Officer under the provisions of the execution of any certificate at the instance of Income Tax and/or Wealth Tax and /or Estate Duty Authority.

- b) That notwithstanding any act, deed, matter or thing by the vendors or by any of his ancestors or predecessors-in-title done executed or knowingly suffered or permitted or suffered the contrary, vendors are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat and/or premises together with the said sanctioned plan hereby sold, granted conveyed, transferred assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or conditions, use, trust or other thing what so ever alter, defect, encumber or make void the same AND THAT NOT WITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the Vendors has now good rightful power and lawful absolute authority to sell, grant, convey, transfer, assign and assure the said flat hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be unto and to the use of the Purchaser absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.
- c) That notwithstanding any act, deed or thing whatsoever here to before done, committed or knowingly suffered by the vendor and to the contrary the vendors has good rightful power absolute authority and indefeasible title and or otherwise well and sufficiently entitled to sell, grant, transfer, convey, assign and assure the said flat unto the purchaser in the manner aforesaid.
- d) That it shall be lawful for the purchaser at all time hereafter to Peaceably and quietly enter into and upon and hold, occupy and enjoy the said flat and receive the rents, issued and profit thereof without any lawful eviction interruption, hindrance, disturbances, shut, claim or demand whatsoever from or by the Vendors or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said flat from under through or in

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the trust for the Vendor and free from and forever discharge or otherwise and by and at the cost of the vendors well and sufficiently made harm less and indemnified of from and against all charges, liens, lispences, attachments by the vendors or any person or persons lawfully or equitable claiming as aforesaid.

- e) That the vendor and all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said flat from through under or in trust for the vendors and/or his predecessors in title or any of them shall and well from time to time and at all times hereafter upon every reasonable request at and the cost of the purchasers cause to be done made acknowledged and executed all such further and other acts, cause, thing and assurances whatsoever for further, better and more perfectly assuring the said flat sold, granted, transferred, conveyed assigned and assured and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.
- f) The purchaser shall be entitled to sell, transfer, mortgage, lease, rent, assign and/or deal with the said flat along with undivided proportionate share of the land and right of common spaces /part /portion /amenities/conveniences hereby acquired as described in the Schedules hereunder in such manner as the Purchaser shall think fit and proper subject to the terms and conditions herein without any consent or objection of any other co-owners or the vendors who have acquired before or who may hereafter acquire any right, title or interest similar to those contained by the Purchasers.
- g) The common portion / parts / amenities / conveniences, general or restricted shall remain undivided and that no owner shall bring any action for portion or division thereon forever.
- h) The percentage of the undivided interest in the land and in the General or restricted common portions / parts / amenities / conveniences shall not be altered at any point of time.

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

- a) That the right of the Purchaser shall remain restricted to the said flat undivided proportionate share of the land and properties appurtenant thereto described in the first, second and third schedule hereunder.

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- b) That the vendor shall pay all outgoing taxes etc. and/or any other dues/debt whatsoever in nature payable to the competent authority and/or to the Government of West Bengal before Registration of the aforesaid Flat.
- c) That before separate Electric Meter is provided by the WBSEDCL to the purchaser, the purchaser shall pay to the vendor proportionate amount of the electric bill for consumption of electric energy for his flat on proper receipt, failing which the electric line will be disconnected. The payment shall be made month-by-month basis. The proportionate amount shall be mutually agreed upon, between owner and the purchaser depending upon the quantum of electricity energy consumed by the purchaser.
- d) That the purchaser shall bear equal share with other flat owners of electricity consumed for all common purposes, viz. to run the pump, lights at stair case, passages, main entrance of the building and/or any other such places which shall be deemed necessary. This share of common expenses also include service charges viz. sweeper, guard etc., and shall pay the stipulated amount to the vendor or the association or the society which shall be formed soon after the registrations of all the flats of the aforesaid building. The payment shall be made in advance month-by-month within a stipulated date as mutually agreed upon. On failure, the payment shall be recovered from the purchaser with costs and the costs shall be mutually agreed upon between the parties or by the proposed building committee when it shall constitute the laws and rules for forming the committee.
- e) That as water will be supplied to all the flats from the common source, the purchaser shall bear the equal share of the common expenses, if any, of water supply inclusive of electricity charges and repair/maintenance charges of the pump/s or any other expenses which may have to incur at any time but not mentioned here to in the guide lines of the building committee's rules and regulations. The stipulated share of the expenses shall be paid to the vendor or the association or the society in advance month by month within a stipulated date as mutually agreed upon.
- f) For running the water pump(s) and illuminating the building as stated above, a separate electric meter shall be installed and maintained.

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- g) The purchaser shall use the said purchased flat exclusively for residential purpose.
- h) The purchaser or any other flat owners in the said building shall not be entitled to keep or store any articles or goods in the common spaces or in roof of the building or in any open spaces, on stair cases, landing etc. etc. in any way.
- i) The purchaser and other owners/ occupiers of the said building shall form Society, Association or Company for maintaining the said building and the common areas of the said building and shall abide by building and the common areas of the said building and common parts/portions/amenities/conveniences thereof and shall observe and perform all rules and bye-laws of such Society, Association or Company.
- j) The purchaser will be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association or Company.
- k) In the event of any Capital expenditure for repairs, maintenance etc. for common purpose the Purchaser shall be liable to make payment of the proportionate share as shall be determined by the said Society, Association or Company.
- l) The purchaser shall have the absolute right to mutate their names in the Local Panchayat Office and B.L. & L.R.O. Office and pay the taxes of his/her/their respective portion to be separately assessed by the Authorities.
- m) To use in common with other occupiers and owners of other flat of the building, the common areas and facilities as described in the Third Schedule hereinafter written.

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

- a) THAT LAND: shall mean the land more fully described in the FIRST SCHEDULE hereunder written.
- b) That UNDIVIDED SHARE: shall mean that entire undivided variable impartible share in the land attributable to the unit beneath the building. Such undivided share shall be determined by the vendor and thereafter owners association in its

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absolute discretion and in the event of any further construction, the said undivided share shall stand reduced and/or varied.

- c) That PLANS: shall mean and include building plan duly sanctioned by the Bhagwanpur Gram Panchayat and vetted by Zilla Parishad, South 24 Parganas for construction of the said building and shall also include the revised and/or other plans, elevations, designs, the said buildings and as may from time to time sanctioned and/or approved by the appropriate authorities and/or departments and/or as may be deemed necessary by the Architect/vendor.
- d) That the area of the flat hereby agreed to be transferred, the owner is not entitled to make any addition, alteration or made any extension.
- e) After possession of the said flat is taken over by the purchaser the purchaser shall be entitled to bring to the notice of the promoter about any complaint in the event of any structural defect or any defect in workmanship or inferior quality of material used in the said flat or in the building within a period of 5 (Five) years from the date of handing over possession/deemed possession and it shall be the duty of the promoter to rectify such defect without further charge.
- f) The right of the purchaser shall remain restricted to the said unit mentioned in the Schedule B and in no event, the purchaser shall be entitled to and hereby agrees not to claim any right in respect of any other parts or portions of the said building and the said premises except what is mentioned in the **SECOND SCHEDULE** hereunder written.
- g) From the date of intimation of delivery of possession all proportionate rates, charges and maintenance charges in respect of the said unit including the common areas shall be borne, paid and discharged by the purchaser to the Vendor (until building committee is formed).
- h) The proportionate share of the purchaser in the various matters referred herein shall be such as be determined by the owner/vendor and the purchaser shall be bound to accept the same.
- i) The purchaser shall have right to go to the ultimate roof for purpose of maintenance of the same or the maintenance of water line etc. he may go to roof. But neither any one will have any right to keep/dump anything whatsoever on

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roof nor will have the right to make garden on roof nor drying garment. No structure (permanent or temporary) can be constructed on roof.

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

- k) Common running Expenses:

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

- l) Major repair/maintenance expenses:

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

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

("the said Premises/ Property/Land")

ALL THAT PIECE AND PERCEL OF LAND situate at Mouza Satuli, J.L. No. 49, L.R. Khatian Nos 2129,2166 and 2175 L.R./R.S. Dag Nos. 1369, 1368, 1370, 1371, 1423, 1422, P.S. Kashipur (formerly Bhangar), P.O Pithapukur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded with the Office of the BL&LRO, Bhangar in State of West Bengal totalling 89.58 Decimal equivalent to 0.8958 Acre equivalent to 3625.08 sq.mt (Part I – 15.00 decimal equivalent to 0.15 Acre equivalent to 607.03 sq.mt. Part II 47.31 decimal equivalent to 0.4731 Acre equivalent to 1914.48 sq.mt. Part III 27.27 decimal equivalent to 0.2727 Acre equivalent to 1103.57 sq.mt.).

PART -I

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SAMASTH INFOTAINMENT PRIVATE LIMITED (CIN NO. U74900WB2009PTCI35363) (PAN NO. AANCS1174R)

L.R. Khatian No. 2129

1. L.R./R.S. Dag No. 1368 15.00 Decimal

**T O T A L 15.00 Decimal equivalent to 0.15 Acre equivalent to 607.03 sq.mt.**

**(TOTAL FIFTEEN DECIMAL)**

PART - II

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

L.R. Khatian No. 2166

1. L.R./R.S. Dag No. 1368 12.00 Decimal

2. L.R./R.S. Dag No. 1371 0.31 Decimal

3. L.R./R.S. Dag No. 1423 7.00 Decimal

4. L.R./R.S. Dag No. 1422 28.00 Decimal

**T O T A L 47.31 Decimal equivalent to 0.4731 Acre equivalent to 1914.48 sq.mt.**

**(TOTAL FORTY SEVEN POINT THIRTY ONE DECIMAL)**

PART - III

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

L.R. Khatian No. 2175

1. L.R./R.S. Dag No. 1369 27.00 Decimal

2. L.R./R.S. Dag No. 1370 0.27 Decimal

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**T O T A L** 27.27 Decimal equivalent to 0.2727 Acre equivalent to 1103.57 sq.mt.

(TOTAL TWENTY SEVEN POINT TWENTY SEVEN DECIMAL)

**BUTTED AND BOUNDED BY:**

**ON THE NORTH** : L.R./R.S. Dag No. 1381, 1380, 1379, 1372, 1415.  
**ON THE SOUTH** : Bagjola Canal Side Road.  
**ON THE EAST** : L.R./R.S. Dag Nos. 1407,1412,1413,1414,1416.  
**ON THE WEST** : 12m wide Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(THE FLAT BEING SOLD HEREIN)**

**ALL THAT** piece and parcel of one Flat No. **1B** on the **1<sup>st</sup> Floor, Block 1B15, Under Precinct-03** covering a Carpet Area **289.68 Sq.Ft**, consisting of 1 (One) Bed Room, 1(one) Living / Dining Room, 1(one) Kitchen, 1 (One) Toilet, and 1 (One) Balcony **10.76 Sq.ft.**, and **Parking Space No. TW4, Block No.1B15** for Two Wheeler having area of approx. **24.21 Sq.Ft** and **Parking Space No. C2, Block No.1B15** for Four Wheeler having area of approx. **135 Sq. Ft**, of the said G+4 Storied building together with undivided impartible proportionate share of land mentioned in the "First Scheduled" hereinabove and the said Building now known as "**Block 1B15 Under Precinct-03**" lying and situated at Mouza Satuli, J.L. No. 49, L.R. Khatian Nos 2129, 2166 and 2175 L.R./R.S. Dag Nos. 1369, 1368, 1370, 1371, 1423, 1422 P.S. Kashipur (formerly Bhangar), P.O Pithapur under Bhagwanpur Gram Panchayat, Kolkata 700135, District South 24 Parganas recorded with the Office of the BL&LRO, Bhangar in State of West Bengal and the flat and car parking space to be conveyed are delineated in the map or plan annexed hereto and depicted by **RED** border lines together with all facilities, amenities and utilities in all common areas comprised in the said building as well as in said premises.

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**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**[Specifications, Amenities, Facilities (Which are part of the Apartment)]**

**Foundation & super structure:**

Piling work for 3BHK/2BHK building /R.C.C. Foundation for 1BHK Block/Studio Apartment & R.C.C Frame Structure.

**Masonry Works :**

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

**Flooring:**

Living, Dining, Bed rooms : Vitrified Tiles flooring.

- Kitchen, Toilets, Balconies, Common Lobby: Ceramic Tiles flooring.
- Kitchen Counter : Black stone kitchen counter.
- Stair: I.P.S/Net cement flooring.
- Driveway & Car park: Paving with Paver Block/Grass Infield Paver Block.
- Car parking at Ground Floor : IPS Flooring.

**Dado:**

- Toilets : Ceramic Glazed wall tiles up to 3'5" height as per Architect's design.
- Kitchen : Ceramic Glazed wall tiles up to 2' height over Kitchen Counter.

**Doors:**

- All Flush door shutter of standard make and for main door, one flush door with polish (outer side only) as per Architect's Design.
- All Toilet Doors: Flush Door shutter of standard makes as per Architect's Design.
- All frame : Wooden frame.

**Windows & Railings:**

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

**Sanitary & Plumbing:**

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

**Electrical :**

- Wiring : Concealed conduit with FR Copper Wires.
  - Switches : Modular Type Switches
  - Light & Fan Points : As per consultant's drawing .
  - TV Points : In Living Hall
  - AC Points in Bedrooms: Provisions will be kept by providing prelaid conduits and terminating the same in junction boxes in respective rooms. Wiring and switch/socket for the AC points will not be provided.
  - Water Purifier and Chimney Points.
1. One common power point of 16 amps for multi user.

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*Ritjyoti Ghosh*

Authorised Signatory

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

**SIGNED AND DELIVERED**

In the presence of

WITNWSSES :-

1.

**SIGNATURE OF THE VENDORS**

2.

**SIGNATURE OF THE DEVELOPER**

**SIGNATURE OF THE PURCHASERS**

Drafted a Drafted and prepared by me

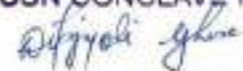
(TISTA CHATTERJEE)

Advocate

High Court at Calcutta

Enrollment No – F/1522/1573 of 2012

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**MEMO OF CONSIDERATION**

RECEIVED from the named PURCHASER (S) a sum of **Rs.10,45,327/- (Rupees Ten Lakh Forty Five Thousand Three Hundred Twenty Seven only)** towards consideration Agreement for sale of the said flat as aforesaid as per this Memo of Consideration as under as advance.

Advance Details			
Cheque No	Date	Bank	Amount(Rs.)
<b>Total</b>			

**WITNESS**

1.

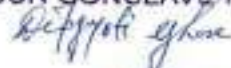
2.

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**(VENDOR)**

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

SUN CONCLAVE PVT. LTD.



Authorized Signatory

P.T.O