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M.V. 66126461-

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

2 NOV 2015

[Signature]
Additional Registrar
of Assurances-I, Kolkata

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE THIS 8th DAY OF November TWO THOUSAND FIFTEEN (2015)

BETWEEN :

[Handwritten signatures]
2500
1000
3500

SUN CONCLAVE PVT. LTD.

[Signature]
Authorized Signatory

P.T.O

ক্রমিক নং 2145 তারিখ 24.09.2015

ক্রেতার নাম Simoco Systems & Infrastructure Solutions Ltd.

ঠিকানা Godrej Genesis Building (2nd Floor)

ব্লক-এ ও-এস; সেক্টর-১,
Salt Lake Electronics Complex, Kol-91

ব্যাংক নং 1006
হিসাব নং 51014018012

মালিকা হাউস ট্যাক্স ভেণ্ডার
ডাকড এ. ডি. এস. আর অফিস
দক্ষিণ ২৪ পরগণা

Sanjay Kumar Ghosh

Identified by me

Tista Chatterjee

Advocate

D/O - Dhiman Chatterjee

High Court Calcutta

Enrollment No-1522/12



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA

30 NOV 2015

SUN CONCLAVE PVT. LTD.

Ripjoti Ghose
Authorised Signatory

- 1) **SAMASTH INFOTAINMENT PRIVATE LIMITED**, (CIN NO. U74900WB2009PTC135363) / (PAN NO. AANCS1174R) a private limited company registered under Companies Act, 1956, represented by Mr. Kamalendu Polley (PAN NO. AFPPP0727F), Authorised Representative, having Registered Office at Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector – V, Salt Lake Electronics Complex, Kolkata – 700091, P.S. Electronics Complex hereinafter referred to as 'SAMASTH' which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, legal representatives, nominees and assign), **AND SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED** (CIN NO. U32109WB1979PLC031942) / (PAN NO. AAEC54335F) a public limited company registered under Companies Act, 1956, represented by Mr. Sanjoy Kumar Ghosh (PAN NO. ADPPG4157L), Managing Director, having Registered Office at Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector – V, Salt Lake Electronics Complex, Kolkata – 700091, P.S. Electronics Complex, hereinafter referred to as 'TELECOM' which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, legal representatives, nominees and assigns); **AND SUN CONCLAVE PRIVATE LIMITED**, (CIN NO. U74999WB2011PTC165662) / (PAN NO. AASCS8508A) a private limited company registered under Companies Act, 1956, represented by Mr. Dipjyoti Ghose (PAN NO. AQEPG2628N), Authorised Representative, having Registered Office at Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector – V, Salt Lake Electronics Complex, Kolkata – 700091, P.S. Electronics Complex hereinafter referred to as 'SUN CONCLAVE' which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, legal representatives, nominees and assigns);
- ALL PARTIES of the FIRST PART.**

AND

- 2) **SIMOCO SYSTEMS AND INFRASTRUCTURE SOLUTIONS LIMITED** (CIN: U72200WB2007PLC115201) / (PAN NO. AAKCS8592A) a public limited company

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registered under Companies Act, 1956, represented by Mr. Alok Kumar Das (PAN NO. AFIPD6357G), Authorised Representative, having Registered Office at Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector - V, Salt Lake Electronics Complex, Kolkata - 700091, P.S. Electronics Complex hereinafter referred to as 'SIMOCO SYSTEMS' which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, legal representatives, nominees and assigns of the **SECOND PART**;

WHEREAS :

- A. The terms in these presents shall, unless they are contrary or repugnant to the subject or context, mean and include the following:
- A.1 'THE PREMISES/PROPERTY/LAND' shall mean ALL THAT piece and parcel of land which SAMASTH / TELECOM / SIMOCO SYSTEMS shall provide by acquisition for the PROJECT described in the First Schedule under Parts i, II and III all situate at Mouza Satuli, J.L. No. 49, L.R. Khatian Nos 2129,2166 and 2175 R.S. Dag Nos 1369, 1368, 1370, 1371, 1423, 1422, P.S. Kashiipur (formerly Bhanganj), P.O Pithapukur under Bhaganpur Gram Panchayat, District South 24 Parganas recorded with the Office of the BL&LRO Bhanganj in State of West Bengal and shall include existing structures thereon for construction of low cost budget housing project to be developed by SUN CONCLAVE thereon, wherever the context permits.
- A.2 'THE PROJECT' shall mean the work of development and commercial exploitation undertaken by SUN CONCLAVE PRIVATE LIMITED on the land to be provided by SAMASTH, TELECOM and SIMOCO SYSTEMS for the Project in pursuance hereof from inception to development and completion of 'Proposed 4 Nos. 1BHK (G+4) Storied Residential Buildings' in the Project on the land to be provided by SAMASTH, TELECOM and SIMOCO SYSTEMS on the land to be provided and possession of the units in the PROJECT which are to be handed over to the Flat / Unit Owners by execution of Deed(s) of Conveyance / Transfer executed and registered in favour of the Flat / Unit Owners by

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SAMASTH, TELECOM and SIMOCO SYSTEMS respectively in the new buildings in the PROJECT.

- A.3 'NEW BUILDINGS' shall mean the buildings and other constructions and structures to be built on the said PREMISES / PROPERTY / LAND by SAMASTH, TELECOM and SIMOCO SYSTEMS and / or its nominees in pursuance hereof.
- A.4 'APPROVALS' shall mean all approvals, consents, permissions, sanctions and no objections which may be required to be obtained from any Authority, Body or Functionary under the applicable laws relating to development, construction, utility connection, amenities and other works in the PROJECT to be taken up therein.
- A.5 'GRAM PANCHAYAT' shall mean Bhagwanpur Gram Panchayat and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and / or revise the Plan.
- A.6 'PLAN / PLANS' shall mean the sanctioned plan for the PROJECT and approved by concerned authorities and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations / modifications therein, if any, as well as all revisions, renewals and extensions thereof, if any.
- A.7 'ARCHITECT(S)' shall mean such architect(s) who is / are from time to time appointed as Architect(s) for the low budget housing project.
- A.8 'COVERED AREA' shall mean entire covered area as may be sanctioned by concerned authorities and shall include plinth area of the units, including plinth area of the bathrooms, balconies and terraces, if any, appurtenant thereto and also thickness of the wall (external and internal) and pillars and areas of Common Portions provided that if any wall be common between 2 (two) units, then 1/2 (one half) of the area under such wall shall be included in each such unit.
- A.9 'FORCE MAJEURE' shall include natural calamities, Acts of God, floods, earthquakes, riots, wars, storms, tempests, fire, civil commotions, civil wars, air raids, strikes, lock-outs,

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transport strikes, notices or prohibitory orders from Municipality or any other statutory body or any Court, Government regulations, new and / or changes in Municipal or other rules, laws or policies affecting or likely to affect the PROJECT, shortage of essential commodities and / or circumstances beyond the control of SUN CONCLAVE.

- A.10 'COMMON PORTION' shall mean such common areas, facilities and installations in the PROJECT like staircases, landings, lobbies, lifts, passages, boundary walls, common toilet on the ground floor, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations as may be decided or provided.
- A.11 'COMMON EXPENSES' shall include all expenses for management, maintenance and upkeep of New Buildings, Common Portions therein and the said Property and expenses for Common purposes.
- A.12 'COMMON PURPOSES' shall include the purpose of maintaining and managing the Project, the New Buildings and in particular the Common Portions, rendition of services in common to the Flat / Unit Owners, collection and disbursement of Common Expenses and dealing with the matters of common interest of the Flat / Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flats / Units exclusively and the Common Portions in common.
- A.13 'DEVELOPER' shall mean SUN CONCLAVE or its nominee(s) who shall economically exploit the Land acquired / to be acquired and provided for the Project by SAMASTH, TELECOM and SIMOCO SYSTEMS for the PROJECT.
- A.14 DEVELOPER'S AREA shall mean ALL THAT allocation of the total area developed on PREMISES / PROPERTY / LAND acquired / to be acquired and provided by SAMASTH, TELECOM and SIMOCO SYSTEMS for the Project other than the allocation of SAMASTH, TELECOM and SIMOCO SYSTEMS in the PREMISES / PROPERTY / LAND provided for the Project with proportionate share in the land attribute together with the undivided proportionate share in land attribute thereto and TOGETHER WITH the undivided

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proportionate share in all common areas and facilities more fully and particularly described in Parts I, II, III and IV of the SECOND SCHEDULE HEREUNDER.

SAMASTH's AREA shall mean ALL THAT the total area developed being SAMASTH's allocation with undivided proportionate share in the PREMISES / LAND / PROPERTY acquired / to be acquired and provided for the Project more fully and particularly described in Part I of the SECOND SCHEDULE hereunder written.

TELECOM's AREA allocation shall mean ALL THAT of TELECOM's allocation with undivided proportionate share in the PREMISES / LAND / PROPERTY acquired / to be acquired and provided for the Project more fully and particularly described in Part II of the SECOND SCHEDULE hereunder written.

SIMOCO SYSTEM's allocation shall mean ALL THAT of SIMOCO SYSTEM's allocation with undivided proportionate share in the PREMISES / LAND / PROPERTY acquired / to be acquired and provided for the Project more fully and particularly described in Part III of the SECOND SCHEDULE hereunder written.

- A.15 'PARKING SPACE' shall mean space on the ground floor of the PROJECT as also in the open space surrounding the PROJECT that shall be marked for Car Parking.
- A.16 'PROPORTIONATE' with all its cognate variations shall mean such ratio, covered area of any Flat(s) / Unit(s) be in relation to the covered area of all Flat(s) / Unit(s) in the new buildings.
- A.17 'UNIT' shall mean any flat or other covered area in the New Buildings in the PROJECT, which is capable of being exclusively owned, used and enjoyed by any Flat / Unit Owner which shall be of:
- 1 (One) Bedroom with 1 (One) Living Room- Dining Room, 1 (One) Toilet, 1 (One) Verandah admeasuring 434 (Four Hundred Thirty Four) Sq Ft., with Parking Space for Two Wheeler admeasuring 33.62 (Thirty Three point Sixty Two) Sq Ft. each and Car Parking

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Space for Four Wheeler admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each, as per plan mentioned in the SECOND SCHEDULE hereunder.

- A.18 'UNIT OWNERS' shall according to its context, mean all persons who acquire and own different Flat(s) / Unit(s) in the PROJECT including SAMASTH, TELECOM and SIMOCO SYSTEMS in respect of such Flat(s) / Unit(s) as may be retained by them respectively from time to time.
- A.19 'MASCULINE GENDER' shall include the feminine and neuter gender and vice versa and singular shall include the plural and vice versa.
- B. SAMASTH, TELECOM, SIMOCO SYSTEMS and SUN CONCLAVE confirm having represented to each other as follows:
- B.1 SAMASTH, TELECOM and SIMOCO SYSTEMS are responsible for arranging the PREMISES / PROPERTY / LAND more fully described in the FIRST SCHEDULE under Parts I, II and III and the PREMISES / PROPERTY / LAND are free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licences, occupancy rights, bargardars, trusts, debutter, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and its pendens whatsoever.
- B.2 SAMASTH, TELECOM and SIMOCO SYSTEMS shall not provide land in excess of the ceiling limit and / or excess vacant land in the said PREMISES / PROPERTY / LAND and / or no part of the said PREMISES / PROPERTY / LAND shall be vested or acquired or resumed under the West Bengal Estates Acquisition Act, 1953, the West Bengal Land Reforms Act, 1955, the Urban Land (Ceiling and Regulation) Act, 1976 and / or any other law.
- C. The representations of SAMASTH, TELECOM and SIMOCO SYSTEMS mentioned hereinabove are hereinafter collectively called "the said Representations" and SAMASTH,

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TELECOM and SIMOCO SYSTEMS confirm that the said Representations are all true and correct.

- C.1 SAMASTH, TELECOM and SIMOCO SYSTEMS have represented to each other that they are desirous of developing the PREMISES / PROPERTY / LAND acquired / to be acquired, detail of which is given in Parts I, II and III of the FIRST SCHEDULE.
- C.2 SUN CONCLAVE has represented that they possess requisite expertise and / or resources to develop the said PREMISES / PROPERTY / LAND acquired / to be acquired and provided and SUN CONCLAVE represented to SAMASTH, TELECOM and SIMOCO SYSTEMS that it has know-how, manpower, machines, resources under its control and offered to take the PREMISES / PROPERTY / LAND for development and build low cost housing project by arranging finance for the said PROJECT and SAMASTH, TELECOM and SIMOCO SYSTEMS agreed amongst themselves that they will be responsible to provide Land for the Project to SUN CONCLAVE for low cost housing project by each of the parties to this Agreement on the terms and conditions mentioned below.
- C.3 SIMOCO SYSTEMS represented that they have the expertise and manpower to construct building(s) and market and sell Flats / Units to be constructed in the PROJECT and SAMASTH, TELECOM and SUN CONCLAVE agreed to use the resource and expertise of SIMOCO SYSTEMS to construct, market and sell the FLATS / UNITS in the PROJECT and SIMOCO SYSTEMS shall pay cost for construction and shall be paid marketing fee which shall be recouped from consideration received from sale of the Flats / Units hereinafter stated, exclusive of all applicable taxes, if any. SIMOCO SYSTEMS shall make its own plan for construction of building in the PROJECT and market and sell the Flat(s) / Unit(s) and SUN CONCLAVE as Developer of the Project shall provide all support to SIMOCO SYSTEMS.
- D. Relying on the said representations and believing the same to be true and correct and acting on good faith on the representations of each of the Parties SUN CONCLAVE has

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agreed to develop the said PREMISES / PROPERTY / LAND on the terms and conditions recorded herein.

NOW IT IS HEREBY RECORDED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. SAMASTH, TELECOM and SIMOCO SYSTEMS appoint SUN CONCLAVE for the purpose of commercial exploitation and development of the said PREMISES / PROPERTY / LAND acquired / to be acquired and provide the same for the Project for undertaking construction of low budget housing project, detail of the PREMISES / PROPERTY / LAND is included in Parts I, II and III of the FIRST SCHEDULE. The terms and conditions recorded herein has commenced and / or become effective simultaneously with the execution of this Agreement and SAMASTH, TELECOM and SIMOCO SYSTEMS would provide peaceful possession of the said PREMISES / PROPERTY / LAND acquired / to be acquired for the Project to SUN CONCLAVE for development of the low budget housing project.
2. The obligation of SAMASTH, TELECOM and SIMOCO SYSTEMS towards cost for the low cost housing project shall include, and be limited to the followings :
 - 2.1 SAMASTH, TELECOM and SIMOCO SYSTEMS agree for mutual benefit for realising adequate value of the PREMISES / PROPERTY / LAND acquired / to be acquired and provided for the PROJECT, to have the Plan, for the low cost housing project to be built on the PREMISES / PROPERTY / LAND sanctioned and agree to execute all applications, documents for obtaining the plan sanctioned in the name of SUN CONCLAVE. Plan on the PREMISES / PROPERTY / LAND shall be prepared by Architect(s) appointed for the purpose. The Plan shall be approved by Bhagwanpur Gram Panchayat and / or such other Authority (ies) designated for such purpose.

The approved PLAN shall be made available to SUN CONCLAVE for development of the said PREMISES / PROPERTY / LAND as per the approved Plan on the PROPERTY / PREMISES / LAND acquired / to be acquired and provided for the Project by SAMASTH,

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TELECOM and SIMOCO SYSTEMS more fully described under Parts I, II and III of the FIRST SCHEDULE having good and marketable title free from all defects and deficiencies and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licences, occupancy rights, trusts, debuts, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and lis pendens whatsoever and in accordance with the said Representations and without any hindrance or obstruction to construction, development and sale.

- 2.2 Removing any defect or deficiency in title, claim, demand, encumbrance, obstruction, hindrance government action etc., if any, that may exist or may arise at any time till the completion of development of the said PREMISES / PROPERTY / LAND acquired / to be acquired and provided for the Project by SAMASTH, TELECOM and SIMOCO SYSTEMS.
- 2.3 SAMASTH, TELECOM and SIMOCO SYSTEMS (LAND PROVIDERS) agree that SUN CONCLAVE, as DEVELOPER, shall be entitled to be allocated 3% (Three) per cent of total Flats/Units with proportionate land equivalent to proportionate undivided land with proportionate Car Parking Space (more fully described in SECOND SCHEDULE) and SAMASTH, TELECOM and SIMOCO SYSTEMS (as LAND PROVIDER) will be entitled to be allocated 10 (Ten) per cent of the super built-up area on its land provided with proportionate land equivalent to proportionate undivided land with proportionate Car Parking Space (more fully described in SECOND SCHEDULE) and SIMOCO SYSTEMS will be allocated remaining built-up area with proportionate undivided land with proportionate Car Parking Space (more fully described in SECOND SCHEDULE). SIMOCO SYSTEMS shall be entitled to the above allocation for their undertaking to construct building(s) for the Project as Nominee of SUN CONCLAVE at its own cost and recover the cost from the sale of the Flats / Units.
3. The development of the said PREMISES / PROPERTY / LAND is agreed to be in the following manner:

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- 3.1 The fundamental and / or basic understanding between the parties is that SAMASTH, TELECOM and SIMOCO SYSTEMS shall make available the said PREMISES / PROPERTY / LAND for the Project free from all encumbrances and liabilities whatsoever for commencement and completion of construction and development and SUN CONCLAVE shall develop PREMISES / PROPERTY / LAND to be provided by SAMASTH, TELECOM and SIMOCO SYSTEMS for the PROJECT on which approval of the PLAN of the low budget housing project by the concerned Authority and market and sell the constructed and other spaces thereon to intending buyers. As such, inter se the parties, no interest in the land shall be transferred by the Land Owners and the actual transfer of undivided proportionate share in the Land shall be legally effected by execution of Deed(s) of Conveyance in respect of the Flat(s) /Unit(s), Car Parking Space etc. to the intending purchasers in the new buildings.
- 3.2 The buildings of the low budget housing project on the PREMISES / PROPERTY / LAND to be provided by SAMASTH, TELECOM and SIMOCO SYSTEMS mentioned in the FIRST SCHEDULE under Parts I, II and III to be developed by SUN CONCLAVE shall be in accordance with the sanctioned PLAN by the concerned Authorities and it is agreed amongst the parties that the Plan sanction shall be obtained in the name of SUN CONCLAVE as Developer as ready to use residential buildings with specified areas, amenities and facilities to be enjoyed in common.
- 3.3 Immediately on signing this Agreement SUN CONCLAVE shall tender refundable Security Deposit with :
- | | |
|----------------------|-----------------|
| (i) SAMASTH | : Rs.1,00,000/- |
| (ii) TELECOM | : Rs.1,00,000/- |
| (iii) SIMOCO SYSTEMS | : Rs.1,00,000/- |
| TOTAL | : Rs.3,00,000/- |
- (Rupees Three Lac only)

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The said Security Deposit shall be refunded by SAMASTH, TELECOM and SIMOCO SYSTEMS to SUN CONCLAVE on completion of the PROJECT.

- 3.4 SUN CONCLAVE shall be responsible to arrange fund for the PROJECT and SUN CONCLAVE is authorised to issue advertisements, make announcements for booking of the Flats / Units in the project situate on the PREMISES / PROPERTY / LAND to be provided by SAMASTH, TELECOM and SIMOCO SYSTEMS for the Project, however, SUN CONCLAVE may delegate the right of booking of Flat(s) / Unit(s), issue advertisements in the Project, make announcements for booking the Flat(s) / Unit(s) in the PROJECT on the PREMISES / PROPERTY / LAND to be provided by SAMASTH, TELECOM and SIMOCO SYSTEMS or their nominee(s) the parties shall have any objection in this regard.
- 3.5 SUN CONCLAVE shall be entitled to set up a site office and / or quarters for its security and other staff on the said PREMISES / PROPERTY / LAND and shall further be entitled to put up boards and signs advertising the PROJECT and post its security guards. SUN CONCLAVE shall be entitled to enter the said PREMISES / PROPERTY / LAND to be provided for development, cause survey and soil testing, obtain clearances / permissions from the Authorities for construction of the New Buildings and to take all necessary steps in relation thereto.
- 3.6 SUN CONCLAVE shall be entitled to hold and remain in possession of the said PREMISES / PROPERTY / LAND taken over for the PROJECT purpose from SAMASTH, TELECOM and SIMOCO SYSTEMS in part performance of the Agreement recorded herein till delivery of possession of all the Flats / Units to the Flat / Unit Owners and until then to use and utilise the said PREMISES / PROPERTY / LAND or any portion thereof in any lawful manner.
- 3.7 SAMASTH, TELECOM and SIMOCO SYSTEMS shall hand over original documents of title in respect of their portion of the said PREMISES / PROPERTY / LAND to SUN CONCLAVE upon receipt as security for due observance of the obligations of SAMASTH, TELECOM and SIMOCO SYSTEMS in terms of this Agreement, and they shall execute documents that may be required for the PROJECT. SUN CONCLAVE shall be entitled to produce and give

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inspection of the said original documents handed over to them to the Gram Panchayat, Government Bodies / Authorities and other agencies as may be required for the housing project. It has been agreed among the parties, that upon completion of the Project, the said documents shall be kept with SUN CONCLAVE and shall hand over the same to the Holding Association on handing over possession to the Unit holders and consequently upon formation of the Holding Association. However, if financial support is required and obtained from Banks / Financial Institutions by SUN CONCLAVE for the PROJECT, SAMASTH, TELECOM and SIMOCO SYSTEMS through SUN CONCLAVE shall hand over the original documents to the Banks / Financial Institutions as title holder and the title of the PREMISES / PROPERTY / LAND being provided as security for finance to be obtained by SUN CONCLAVE from Banks / Financial Institutions for development of the PROJECT on the PREMISES / PROPERTY / LAND.

- 3.8 In case of any outgoings and liabilities relating to the period before the date of handing over possession of the said PREMISES / PROPERTY / LAND for the PROJECT the same shall be shared in proportion of the PREMISES / PROPERTY / LAND holding of the parties.
- 3.9 Upon receipt of all approvals, SUN CONCLAVE shall commence construction of the PROJECT on the PREMISES / PROPERTY / LAND to be handed over to it by the Land Owners with its own finance or fund arranged from Bank / Financial Institution or otherwise. SUN CONCLAVE shall have the authority to nominate SIMOCO SYSTEMS for construction and marketing and selling Flat(s) / Unit(s) in the PROJECT.
- 3.10 SAMASTH, TELECOM and SIMOCO SYSTEMS agree and undertake to co-operate with and assist SUN CONCLAVE for the development of the said PREMISES / PROPERTY / LAND by development as per the approved plan for the PROJECT and also sign and furnish all necessary papers, documents, particulars, applications that may be required by SUN CONCLAVE.

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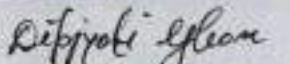
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- 3.11 SUN CONCLAVE shall construct Buildings of the PROJECT as per the "Specifications" agreed upon more fully described in the THIRD SCHEDULE hereto and with standard quality of materials and / or such quality as may be approved by the Architect.
- 3.12 SUN CONCLAVE shall arrange for the finance, look after, supervise and manage day to day work of construction of the new Buildings at the PROJECT site as per the approved PLAN.
- 3.13 SUN CONCLAVE as Developer shall nominate SIMOCO SYSTEMS to construct at own cost building(s) in the Project and adjust the cost from marketing and sale of the Flats / Units and SIMOCO SYSTEMS shall do such acts and deeds as may be deemed necessary for the Project to be successfully completed.
- 3.14 For the purpose of construction of the new buildings at the said PREMISES / PROPERTY / LAND, SUN CONCLAVE shall be entitled to take all necessary steps including appointing, engaging and employing Architects, contractors, sub-contractors, engineers, labourers, workers, care-takers, guards, staff and employees, marketing personnel, at such wage, salary and / or remuneration and on such terms and conditions as may be decided by SUN CONCLAVE with intimation to SAMASTH, TELECOM and SIMOCO SYSTEMS and payment for the same shall be sourced by SUN CONCLAVE.
- 3.15 SUN CONCLAVE shall be at liberty to do all work as may be required for the PROJECT and to utilise the existing water, electricity and other connections, if any, in the said PREMISES / PROPERTY / LAND. SUN CONCLAVE shall have the right to obtain temporary and / or permanent connection of utilities for the Project and SAMASTH, TELECOM and SIMOCO SYSTEMS shall sign and execute all papers, applications and documents for this wherever applicable.
- 3.16 Save as otherwise mentioned herein, all costs, charges, expenses and outgoings for construction of the new buildings at the project site shall be arranged, borne and paid by SUN CONCLAVE, however, SAMASTH, TELECOM and SIMOCO SYSTEMS shall always be informed of such costs, expenses.

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- 3.17 On the completion of the Project, SUN CONCLAVE shall have the authority to apply and obtain Completion Certificate for the project from the concerned Authority.
- 3.18 SUN CONCLAVE undertakes to keep SAMASTH, TELECOM and SIMOCO SYSTEMS informed of all matters connected with the PROJECT at regular intervals.
- 3.19 Notwithstanding anything stated elsewhere SAMASTH, TELECOM and SIMOCO SYSTEMS and SUN CONCLAVE shall be entitled to the built up area as per plan being 4 (Four) Flats / Units with Car Parking Space built on the said PREMISES/ PROPPERTY/ LAND acquired / to be acquired and provided more fully described in the First Schedule under Parts I, II and III. Detail of entitlement of Flats / Units more fully mentioned in the Second Schedule under Parts I, II, III and IV shall be as follows:
1. SAMASTH (As LAND OWNER) - 2 (Two) Units with Car Parking Space (more fully described in SECOND SCHEDULE) as per Plan
 2. TELECOM (As LAND OWNER) - 7 (Seven) Units with Car Parking Space (more fully described in SECOND SCHEDULE) as per Plan
 3. SIMOCO SYSTEMS (As LAND OWNER) - 4 (Four) Units with Car Parking Space (more fully described in SECOND SCHEDULE) as per Plan
 4. SUN CONCLAVE (AS DEVELOPER) - 4 (Four) Units with Car Parking Space (more fully described in SECOND SCHEDULE) as per Plan
- Total 17 (Seventeen) Flats / Units with Covered and Open Car Parking Space.
- SIMOCO SYSTEMS shall be entitled to get 111 (One Hundred Eleven) Flats / Units with Car Parking Space (more fully described in SECOND SCHEDULE) with proportionate share of land for taking up construction, marketing and selling of Flats / Units in the Project.
- Detail of the above is more fully written in the SECOND SCHEDULE ABOVE REFERRED to under Parts I, II, III and IV.

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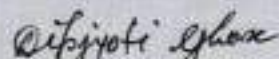
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- 3.20 SIMOCO SYSTEMS shall construct on its PREMISES / PROPERTY / LAND acquired / to be acquired and provided for the Project more fully mentioned in Part III under the FIRST SCHEDULE at its own cost shall sell the same directly or through agents to recoup cost incurred.
- 3.21 SUN CONCLAVE shall, subject to Force Majeure and reasons beyond its control, construct by deployment of work force in the new buildings with units within 30 (Thirty) months of the execution of this Agreement at the said PROPERTY / PREMISES / LAND acquired / to be acquired and provided for the Project in accordance with the Plan, with such amendments / deviations / variations as may be necessary and / or sanctionable.
- 3.22 SAMASTH, TELECOM and SIMOCO SYSTEMS as providers of Land for the Project shall be parties in the Deed(s) of Conveyance / Transfer for sale of Flats / Units constructed in the Buildings wherever applicable on the basis of ownership of land, in favour of any third party to transfer / surrender their respective right, title, interest in the Flats / Units with proportionate land in favour of such party in proportion to the super built up area of the flats / units purchased in the buildings of the project. Agreement to Sell / Deed(s) of Conveyance / Transfer of the Flats / Units in the new building(s) shall be executed and registered on the basis of Power of Attorney(ies) issued by SAMASTH, TELECOM and SIMOCO SYSTEMS or its nominees.
- 3.23 SUN CONCLAVE with consent of SAMASTH and TELECOM may agree to appoint SIMOCO SYSTEMS to construct building(s), market and sell the Flat(s) / Unit(s) in the PROJECT apart from Flat(s) / Unit(s) built in SIMOCO SYSTEMS' PREMISES / PROPERTY / LAND and SAMASTH and TELECOM shall pay construction cost and marketing fee aggregating to the value of 128 (One Hundred Twenty Eight) Flats / Units exclusive of all applicable taxes, if any, to SIMOCO SYSTEMS for selling the same. In such a case, SIMOCO SYSTEMS shall make its own plan for construction and marketing and the said Flat(s) / Unit(s) constructed for the Project.

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- 3.24 All Municipal Rates, Taxes and outgoings in respect of the said PREMISES / PROPERTY / LAND from the date of this Agreement shall form part of development cost till handing over possession of the constructed space in buildings constructed on the PREMISES / PROPERTY / LAND to the Intending Buyers of the Flat(s) / Unit(s), to the extent of their respective areas with effect from the respective dates of taking over possession of their respective Flats / Units or from the date of their respective Deed(s) of Conveyance, whichever is earlier.
- 3.25 SUN CONCLAVE shall take steps for providing electricity connection for the buildings at the project site and shall be entitled to collect fees, charges and re-imbusement from the intending Buyers of the proportionate amount of total deposits and expenses as may be required for setting up transformer and sub-station and obtaining electricity connection(s) from electricity authority or otherwise.
- 3.26 SUN CONCLAVE shall for Common Purpose form or cause to be formed a Committee or Body or Association (hereinafter referred to as "the Holding Association") of the Unit Owners after all units are agreed to be sold and the rules and regulations of the same shall be prepared by SUN CONCLAVE as per the law in force. Until such time as the Holding Association is formed SUN CONCLAVE shall be entitled to cause maintenance, management and administration of the buildings at the project site and look after the Common Purposes. The Flat(s) / Unit(s) Owners shall comply with the rules and / or regulations framed by SUN CONCLAVE. SUN CONCLAVE shall have no obligation with regard to maintenance if they do not punctually receive all dues from all concerned persons.
- 3.27 All the Flat(s) / Unit(s) Owners shall bear and pay proportionate share of Common Expenses, Maintenance Charges, Municipal rates and taxes and other outgoings in respect of their respective Flat(s) / Unit(s) to SAMASTH INFOTAINMENT PRIVATE LIMITED / SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED / SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED as may be decided and upon formation to the Holding Association.

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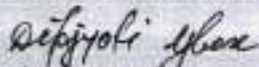
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- 3.28 SUN CONCLAVE shall be entitled to collect in respect of the entire built up area of the buildings in the Project built in the land owned by SAMASTH, TELECOM and SIMOCO SYSTEMS deposits for sinking fund, formation of the Holding Association, Common Expenses, Common Purposes, Corporation Tax, supply of electricity etc. as also to receive the proportionate charges for purchase and installation of generator, electric and water supply connections and for Advocates' Fees, Common Expenses, Common Purposes, Corporation taxes and additional work and amenities that may be provided.
- 3.29 All Intending Buyers shall own and hold their respective Flat(s) / Unit(s) on similar terms and conditions and restrictions as regards the use and maintenance of the buildings at the project in the PREMISES / PROPERTY / LAND and payment of maintenance charges and other outgoings as be decided by SUN CONCLAVE.
- 3.30 The Common Portions shall be used in common by SAMASTH / TELECOM / SIMOCO SYSTEMS and Intending Buyers.
- 3.31 The PROJECT shall name by the Parties mutually and the said name shall be prominently displayed at the site and on the new buildings at PROJECT site, when completed.
- 3.32 The advertisement in respect of the PROJECT shall be done by SUN CONCLAVE. SUN CONCLAVE shall be entitled to market and sell all Flat(s) / Unit(s) including the Flat(s) / Unit(s) of SAMASTH and TELECOM through SIMOCO SYSTEMS as aforesaid, detail of the Flats / Units are more fully described in the SECOND SCHEDULE under Parts I, II, III and IV hereinafter.
4. SUN CONCLAVE shall be entitled to borrow from Banks / Financial Institutions / Entities for the purpose of implementation and execution of the Project successfully and the said PROPERTY shall be mortgaged and / or charged to the Banks / Financial Institutions / Entities granting such loans and all documents in this regard shall be executed for the said loan by SAMASTH, TELECOM and SIMOCO SYSTEMS as owners of the PREMISES / PROPERTY / LAND. SAMASTH, TELECOM and SIMOCO SYSTEMS shall render all

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necessary assistance to SUN CONCLAVE for the said borrowed fund and sign and deliver such documents, papers, consents as be required.

5. The Flat / Unit Owners may be allowed to take housing loans for the purpose of acquiring Units in the Project from Banks / Financial Institutions / Entities granting such loans and SAMASTH, TELECOM and SIMOCO SYSTEMS shall render necessary assistance and sign and deliver such documents, papers, consents as be necessary in this regard.
6. SAMASTH, TELECOM and SIMOCO SYSTEMS shall at all times allow SUN CONCLAVE to carry out the construction and development work on the said PROPERTY / PREMISES / LAND acquired / to be acquired and provided for the PROJECT, but that does not tantamount to handing over possession of the said PREMISES / PROPERTY / LAND to SUN CONCLAVE.
7. SUN CONCLAVE shall not be considered to be liable for delay / non-performance of any obligation hereunder to the extent the performance of the obligation is prevented by any Force Majeure condition and such obligation shall be deemed to be suspended during the duration of the Force Majeure condition.
8. SAMASTH, TELECOM and SIMOCO SYSTEMS shall co-operate with SUN CONCLAVE to effectuate and implement this Agreement and they shall each issue Power of Attorney(ies) in favour of SUN CONCLAVE and / or its nominee(s) for performing acts and deeds starting from planning to the implementation stage, shall sign, execute and / or register the plan for the PROJECT on the land owned by SAMASTH, TELECOM and SIMOCO SYSTEMS including such further papers, documents, deeds and undertakings and render such co-operation as may be required for giving full effect to the terms recorded herein. If required by SAMASTH, TELECOM and SIMOCO SYSTEMS shall join and / or cause such persons as may be deemed necessary by SUN CONCLAVE to join as confirming parties in any document that SUN CONCLAVE may deem necessary for the development and / or sale of the Flats / Units of the PROJECT.
9. Termination / Cancellation

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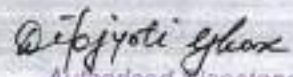
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- 9.1 If at any time hereafter it shall appear that any of the parties hereto has failed and / or neglected to carry out its obligations under the agreement recorded herein, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages so suffered from the defaulting party without prejudice to the other rights hereunder of the party so suffering.
- 9.2 SAMASTH, TELECOM and SIMOCO SYSTEMS shall not be entitled under any circumstance to terminate, cancel, revoke and / or rescind this Agreement. However, SUN CONCLAVE may assign all its rights in the PROJECT in favour of any party but before such right SUN CONCLAVE shall obtain consent from SAMASTH, TELECOM and SIMOCO SYSTEMS.
10. Nothing contained herein is intended to nor shall be construed as a partnership or joint venture amongst the parties hereto, construction in the said PROPERTY / PREMISES / LAND shall be undertaken by SUN CONCLAVE for the three Land Owners, namely SAMASTH, TELECOM and SIMOCO SYSTEMS and they shall be entitled to the sale proceeds of the built-up area on the PREMISES / PROPERTY / LAND as mentioned aforesaid before and more fully described in the SECOND SCHEDULE and SUN CONCLAVE or nominee(s) shall be entitled to sell the same to the Intending Buyers.
11. In case steps are required to be taken in respect of title and / or enabling the development of the PREMISES / PROPERTY / LAND in terms hereof, immediate action shall be taken by SAMASTH, TELECOM and SIMOCO SYSTEMS for the same at its exclusive cost without SUN CONCLAVE being required to contribute for the same, however, SUN CONCLAVE shall pay for the PREMISES / PROPERTY / LAND owned by them. SUN CONCLAVE shall be entitled to take necessary steps in this regard for and on behalf of and in the name of SAMASTH, TELECOM and SIMOCO SYSTEMS. SAMASTH, TELECOM and SIMOCO SYSTEMS hereby authorise and empower SUN CONCLAVE and its Authorised Representative(s) for the same.

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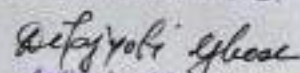
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12. The Deed(s) of Conveyance / Transfer including Agreements for Sale of Flat(s) / Unit(s) shall be prepared by the Advocates of SUN CONCLAVE and shall contain rights and obligations regarding the use and enjoyment of all constructed spaces of the Flat(s) / Unit(s) in the Buildings of the Project on the PREMISES / PROPERTY / LAND acquired / to be acquired and provided by each owner of the PREMISES / PROPERTY / LAND as mentioned in the FIRST SCHEDULE under Parts I, II and III shall execute the documents for transfer including Deeds of Conveyance to be entered with the Intending Purchaser.
13. Fees and cost of preparation, stamping, registration and other charges of the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the Flat / Unit Owners of all the constructed spaces of the New Buildings. Legal fees payable by every Flat / Unit Owner of the New Buildings to the Advocates shall be fixed by SUN CONCLAVE.
14. SAMASTH, TELECOM and SIMOCO SYSTEMS shall grant to SUN CONCLAVE and / or its directors and / or authorised representatives / nominees such Power of Attorney(es) as may be deemed necessary concerning the PROJECT for enabling SUN CONCLAVE to apply, represent themselves before the Government Authorities for approval of Plan, permissions required for the low cost housing Project and do the various works envisaged hereunder including development and construction and exercise rights granted to SUN CONCLAVE hereunder. Under no circumstance, such authorisation shall be construed as handing over possession of the said PREMISES / PROPERTY / LAND to SUN CONCLAVE by SAMASTH, TELECOM and SIMOCO SYSTEMS. The said Power of Attorney(ies) shall authorise SUN CONCLAVE to sell the units in the new buildings to recover the cost incurred to intending purchasers and collect the purchase consideration and issue receipts thereof and SAMASTH, TELECOM and SIMOCO SYSTEMS will always confirm actions taken by SUN CONCLAVE and / or marketed by SIMOCO SYSTEMS as agreed upon in this reference and SUN CONCLAVE will deposit such receipts in their Bank Account(s) and utilise the same for the PROJECT.

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15. A Separate Power of Attorney(ies) shall be executed duly registered in favour of SUN CONCLAVE and / or SIMOCO SYSTEMS (upon being appointed nominee of SUN CONCLAVE) to perform such acts and deeds to include matters regarding construction at its own cost and marketing and selling Flats / Units on the Land to be provided for the Project.
16. In the interest of the PROJECT, SUN CONCLAVE shall have the right to assign its rights in the Project to any other person / entity and SAMASTH, TELECOM and SIMOCO SYSTEMS shall not object.
17. INDEMNITY
- 17.1 SAMASTH, TELECOM and SIMOCO SYSTEMS doth hereby indemnify and agree to undertake to keep SUN CONCLAVE free, harmless and indemnified of from and against all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities and demands whatsoever which SIMOCO SYSTEMS may suffer or incur or be made liable for or put due to any act, omission, default or breach of SAMASTH, TELECOM and SIMOCO SYSTEMS and / or in the event of there being any defect in title in respect of the said PREMISES / PROPERTY / LAND or any portion thereof and / or by reason of any of the declarations representations agreements covenants and / or assurances made or given by SAMASTH, TELECOM and SIMOCO SYSTEMS herein being found to be incorrect and / or being not complied with and / or in case of any act, omission, breach or default by SUN CONCLAVE in terms this Agreement and / or other documents executed / to be executed by the PREMISES / PROPERTY / LAND Owners.
- 17.2 SUN CONCLAVE doth hereby agree to indemnify and agree and undertake to keep SAMASTH, TELECOM and SIMOCO SYSTEMS free harmless and indemnified of from against all actions suits proceedings, claims, losses, damages, costs, charges, expenses, liabilities and demands whatsoever which SAMASTH, TELECOM and SIMOCO SYSTEMS may suffer or incur or be made liable for or put to in case of any act, omission, breach or default by SUN CONCLAVE in terms of this Agreement and / or other documents executed / to be executed by SUN CONCLAVE relating to the said PREMISES / PROPERTY / LAND.

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SUN CONCLAVE doth also hereby indemnify and agree and undertake to keep SAMASTH, TELECOM and SIMOCO SYSTEMS free, harmless and indemnified of from and against all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities and demands whatsoever which SAMASTH, TELECOM and SIMOCO SYSTEMS may suffer or incur or be made liable for or put to in case of any defect in the development of the units.

18. The powers, authorities and entitlements granted herein or by any Power of Attorney(ies) shall remain irrevocable during the subsistence hereof.
19. During the subsistence of this agreement, SAMASTH, TELECOM and SIMOCO SYSTEMS shall not sell, transfer, encumber or deal with the said PREMISES / PROPERTY / LAND except in terms hereof.
20. Any notice required to be given by any of the parties hereto to the other shall be deemed to have been served on the party concerned if served through a special messenger with proof of delivery or sent to the address of the party concerned aforesaid mentioned in this Memorandum (or as be notified in writing subsequently) by Registered Post / Speed Post with Acknowledgement Due. Such service by post shall be deemed to have been effected on the 5th day of handing over of the registered cover to the postal authorities irrespective of refusal to accept service or non service by the postal authorities.
21. The Parties agree to co-operate with each other for smooth implementation of the PROJECT.
22. In case of any dispute arising amongst the parties the same shall be settled through arbitration and the Arbitration and Conciliation Act, 1996 shall be applicable.

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THE FIRST SCHEDULE ABOVE REFERRED TO:
 ("the said Premises/ Property/Land")

ALL THAT PIECE AND PERCEL OF LAND situate at Mouza Sabul, 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 Bhargar), P.O Pithapukur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded with the Office of the BL&LRO, Bhargar in State of West Bengal totalling 69.58 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

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

L.R. Khatian No. 2129

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

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

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

4. 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. AAKC65592A)

L.R. Khatian No. 2175

1. R.S. Dag No. 1389 27.06 Decimal

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

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 : R.S. Dag No. 1381, 1360, 1379, 1372, 1415

ON THE SOUTH : Bagjole Canal Side Road

ON THE EAST : R.S. Dag Nos. 1407, 1412, 1413, 1414, 1416

ON THE WEST : 12m wide Road

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THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT 128 (One Hundred Twenty Eight) no. of FLATS / UNITS covering 68506 (Sixty Eight Thousand Five Hundred Nine) square feet Built-up area of Proposed 4 nos. 1BHK (G+4) Storied Residential Building on the Land acquired / to be acquired by SAMASTH, TELECOM and SIMOCO SYSTEMS more fully described in Parts I, II and III of the FIRST SCHEDULE. Executants / Participants of this Agreement shall be entitled to be allocated Flats / Units to be built on the land as follows as per their responsibilities.

PART-I

I. SAMASTH (AS LAND OWNER)

2 (Two) Units consisting of 1 (One) Bedroom with 1 (One) Living Room- Dining Room, 1 (One) Toilet, 1 (One) Verandah admeasuring 434 (Four Hundred Thirty Four) Sq.Ft., with Parking Space for Two Wheeler admeasuring 33.62 (Thirty Three point Sixty Two) Sq.Ft. each (3 no. Covered) and with Car Parking Space for Four Wheeler admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each (1 no. Covered) as per sanctioned plan.

PART-II

II. TELECOM (AS LAND OWNER)

7 (Seven) Unit consisting of 1 (One) Bedroom with 1 (One) Living Room - Dining Room, 1 (One) Toilet, 1 (One) Verandah admeasuring 434 (Four Hundred Thirty Four) Sq.Ft., with Parking Space for Two Wheeler admeasuring 33.62 (Thirty Three point Sixty Two) Sq.Ft. each (8 nos. Covered) and with Car Parking Space for Four Wheeler admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each (1 no. Covered) as per sanctioned plan.

PART-III

III. SIMOCO SYSTEMS (LAND OWNER, CONSTRUCTOR, MARKETING AND SELLING)

115 (One Hundred Fifteen) Unit consisting of 1 (One) Bedroom with 1 (One) Living Room - Dining Room, 1 (One) Toilet, 1 (One) Verandah admeasuring 434 (Four Hundred Thirty

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Four) Sq.Ft. with Parking Space for Two Wheeler admeasuring 33.62 (Thirty Three point Sixty Two) Sq.Ft. each (140 nos. Covered) and with Car Parking Space for Four Wheeler admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each (25 nos Covered) as per sanctioned plan.

PART-IV

IV. SUN CONCLAVE (DEVELOPER)

4 (Four) Units consisting of 1 (One) Bedroom with 1 (One) Living Room- Dining Room, 1 (One) Toilet, 1 (One) Verandah admeasuring 434 (Four Hundred Thirty Four) Sq.Ft. with Parking Space for Two Wheeler admeasuring 33.62 (Thirty Three point Sixty Two) Sq.Ft. each (5 nos. Covered) and with Car Parking Space for Four Wheeler admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each (1 no. Covered) as per sanctioned plan.

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THE THIRD SCHEDULE ABOVE REFERRED TO:

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

A. CIVIL WORKS :

1. **FOUNDATION** : 1BHK R.C.C. PILE Foundation.
2. **SUPER STRUCTURE** : R.C.C. Structure as per Structural Design.
3. **GRADE OF CONCRETE** :
 - a) All Reinforced Concrete works shall conform to a minimum grade of M25 with design mix using 20mm downgraded stone chips.
 - b) Lean Concrete used in mud matt or other places such as foundation base or flooring shall conform to M10 with nominal mix of 1:3:6 using jhama khca.
- c) **MASONARY WORKS** :
 - a. All external walls will be 200 mm thick of Fly Ash Brick, cement mortar 1:6.
 - b. All internal walls will be 100 mm thick of Fly Ash Brick, cement mortar 1:4 as per Architect's Design.
4. **PLASTERING WORKS** :
 - a) 20mm thick Cement Plaster using cement mortar 1:6 in external wall surfaces. 15mm thick Cement Plaster in internal wall.
 - b) 10mm thick Cement Plaster using cement mortar 1:4 in ceiling and concrete surfaces.
5. **SHUTTERING WORKS** : Steel or Ply board shuttering materials with steel props & spans or Saibalah props.

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6. **REINFORCEMENT BARS** : All Reinforcement Bars used shall conform to ISI standard of Fe415 & Fe500 grade & IS Code IS-432, IS-1786, IS456-2000, IS-1786-1985 & SP-16.
7. **WATER PROOFING ON ROOFS** : Screed Concrete in 1:2:4 with approved water proofing compound.

8. **FLOORING WORKS:**

| | | |
|----|--|---|
| a) | Bed Rooms & Balconies | 600mm X 600mm Vitrified Tiles of standard |
| b) | Living / Dining | make with 100mm high Vitrified Tiles of standard make skirting all window sills are Marble finishing. |
| c) | Toilets, Balcony, Common Lobby & Staircase | 300mm X 300mm Anti skid Ceramic Tiles of standard makes Flooring with 5ft. height dado 300mm X 200mm Glazed Wall Tiles of standard make as per approved shade and design. |
| d) | Kitchenette | 600mm X 600mm Vitrified Tiles of standard make with 100mm high Vitrified Tiles Flooring with 600mm high Dado of 300mm X 200mm Glazed tiles of standard make over Kitchen Counter. |
| e) | Service Areas | 25mm thick first class Patent Stone Flooring in silver grey colour. |
| g) | Parking Area Road | 40mm thick IPS Flooring in silver grey colour with grid & outside parking with grass block. Metal road with black top. |

9. **DOORS:**

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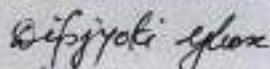
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- a) Main Doors: 35mm thick Flush Door of standard makes with veneer finish with 4"x2.5" Shal Wood frame as per Architect's Design.
- b) All other Internal Doors: 32mm thick Water Proof Flush Door of standard makes with 4"x2.5" Shal Wood frame as per Architect's Design.
- c) All Toilet Doors: PVC shutter makes with 3"x2.5" wooden frame as per Architect's Design.
- d) Balcony door: Aluminium Sliding door as per Architectural drawing.
10. WINDOWS : All Windows: Aluminium Sliding 2/3 track clear Glazed & Aluminium Louvers for Toilet as per Architect's Design.
11. HANDRAILS & STAIR RAILING : Handrails and Railings of approved design with MS square bars, round bars, flats, pipes, etc. as per Architect's Design.
12. INTERNAL SURFACE FINISHES :
- a) All Internal Wall surfaces and ceiling: 1.5mm Plaster of Paris / Putty finish with 1 coat of Cement Primer of standard make.
- b) All MS Steel Works: Painted with 1 coat of Steel Primer of approved shade of standard make.
13. EXTERNAL SURFACE FINISHES : Painted with 2 coats of Anti fungal External grade of standard make Paint of approved shade.
- B. SANITARY & PLUMBING WORKS :**
1. OVERHEAD WATER TANKS: RCC Water Tanks with capacity as per Architect's Design & constructed over the stair head room maintained suitable distance.

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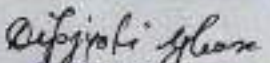
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2. INTERNAL WATER PIPES: UPVC Pipes with GI accessories of standard make concealed in the wall surface.
3. EXTERNAL WATER PIPES: UPVC Pipes of suitable diameter of standard make as per Architect's Design.
4. SOIL & WASTE WATER PIPES: CPVC/UPVC Pipes of standard make as per Architect's Design.
5. EXTERNAL WASTE: Stone Ware pipe of standard make.
6. RAIN WATER PIPES: UPVC /CPVC Pipes of standard make.
7. SANITARY FIXTURES:
 - a) European style Ceramic WC, Wash Basin & Stainless Tap – White vitreous china clay of standard make.
 - b) Cistern for WC –Sleek PVC with dual flushing system of standard make.
 - c) Seat Cover for EPWC –Standard make.
8. SANITARY FITTINGS:
 - a. Control Valves – Gun Metal Ball Valves of standard make.
 - b. Stop Cock, Bib Cock, 2-way Bib Cock, Filler Cock, Sink Cock for Kitchen, Angular Stop Cock, Hand Shower for WC, Shower Head and Rose with arm – All Chromium plated over brass of standard make.
 - c. Towel Rail, Towel Ring, Glass Tray, Basin Mirror, Soap Dish, Robe Hook, Grating – All chromium plated / stainless steel of standard make.

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- d. In Kitchen Steel Sink deep bowl of standard make is provided without drain board of Standard make.

C. ELECTRICAL WORKS :

1. LT PANELS :

- a) One Main TPN LT Panel for Main Distribution for Common area and Compound Lighting as per load design.

2. DISTRIBUTION BOARDS : SPN MCB Distribution Boards 1 for each apartment as per load design.

3. EXTERNAL CABLES : Aluminium Armoured Cable as per load design.

4. PVC CONDUITS : PVC conduit pipe shall be of minimum thickness of 1.6mm up to 20mm diameter and 2.0mm thick wall thickness for above 25mm diameter with smooth outer and inner surface.

5. INTERNAL WIRING : Multi-stranded PVC insulated FRLS Copper Conductor Wires as per load design.

6. TELEPHONE & TELEVISION WIRING : Telecom wire and Coaxial Cable as per design.

7. SWITCH OUTLETS & BOXES : Semi Modular Switches with matching Boxes as per requirement and electrical design.

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

EXECUTED AND DELIVERED

by SAMASTH INFOTAINMENT PRIVATE LIMITED
at Kolkata in the presence of:

Samasth Infotainment Pvt. Ltd.
Kamalendu Bhowmik
Director

EXECUTED AND DELIVERED

by SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED
at Kolkata in the presence of:

Simoco Telecommunications (South Asia) Ltd.
Sonjoy Kumar Ghosh
Managing Director

EXECUTED AND DELIVERED

by SUN CONCLAVE PRIVATE LIMITED
at Kolkata in the presence of: SUN CONCLAVE PVT. LTD.

Bijoyoti Ghose
DIRECTOR

P.T.O

SUN CONCLAVE PVT. LTD.

Bijoyoti Ghose
Authorised Signatory

EXECUTED AND DELIVERED

by SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED

at Kolkata in the presence of:

Simoco Systems & Infrastructure Solutions Ltd.

W. K. Kumar
Director**WITNESS**

1. *Tisha Chattajia*
Advocate
High court Calcutta

2. *Debasis Modak*
7A, K.S. Roy Rd.

Read over & explained by
in Bengal the Executant and
Prepared in my office

Soubhik Chakraborty
(SOUBHIK CHAKRABORTY)

Advocate
High Court at Calcutta
Kolkata-700001
Enrollment No - F/1234/1329 of 2007

P.T.O

SUN CONCLAVE PVT. LTD.

Debjyoti Ghose
Authorised Signatory

SPECIMEN FORM FOR TEN FINGER PRINTS



Kamalendu Palui

| | | | | | |
|------------|---------------|-------------|---------------|-------------|---------------|
| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature *Kamalendu Palui*



Sanjoy Kumar Ghosh

| | | | | | |
|------------|---------------|-------------|---------------|-------------|---------------|
| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature *Sanjoy Kumar Ghosh*



Dipjyoti Ghose

| | | | | | |
|------------|---------------|-------------|---------------|-------------|---------------|
| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature *Dipjyoti Ghose*



Aloke Kumar Das

| | | | | | |
|------------|---------------|-------------|---------------|-------------|---------------|
| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature *Aloke Kumar Das*

SUN CONCLAVE PVT. LTD.

Dipjyoti Ghose
Authorised Signatory







Government of West Bengal

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

OFFICE OF THE A.R.A. - I KOLKATA, District Name : Kolkata

Signature / LTI Sheet of Query No/Year 19011009340188/2015

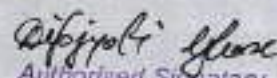
I. Signature of the Person(s) admitting the Execution at Private Residence

| Sl No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|--|---|---|--|----------------------------------|
| 1 | Mr KAMALENDU POLLEY GODREJ GENESIS BUILDING, 2ND FLOOR, SALT LAKE ELETRONCS COMPLEX, Block/Sector: EP AND GP, V, P.O.- BIDHANNAGAR, P.S.- East Bidhannagar, Kolkata, District-North 24-Parganas, West Bengal, India, PIN- 700091 | Representative of Land Lord [SAMAST H INFOTAINMENT PVT LTD.] |  |  7958 | Kamalendu Polley 30/11/2015 |
| 2 | Mr SANJOY KUMAR GHOSH GODREJ GENESIS BUILDING, 2ND FLOOR, SALT LAKE ELETRONCS COMPLEX, Block/Sector: EP AND GP, V, P.O.- BIDHANNAGAR, P.S.- East Bidhannagar, Kolkata, District-North 24-Parganas, West Bengal, India, PIN- 700091 | Representative of Land Lord [SIMOCO TELECOMMUNICATIONS SOUTH ASIA LTD.] |  |  7957 | Sanjoy Kumar Ghosh 30/11/2015 |





Query No.-19011009340188/2015, 30/11/2015 9:13:47 PM KOLKATA (A.R.A. - I)

Page 2 of 4

SUN CONCLAVE PVT. LTD.


Authorised Signatory

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

| Sl No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|--|--|---|---|-----------------------------------|
| 3 | Mr DIPJYOTI GHOSH GODREJ GENESIS BUILDING, 2ND FLOOR, SALT LAKE ELETROINCS COMPLEX, Block/Sector: EP AND GP, V. P. O.- BIDHANNAGAR, P.S.- East Bidhannagar, Kolkata, District-North 24-Parganas, West Bengal, India, PIN - 700091 | Represent ative of Land Lord [SUN CONCLA VE PVT LTD] |  | 7351  | <i>Dipjyoti Ghosh</i> 30/11/15 |
| 4 | Mr ALOKE KUMAR DAS GODREJ GENESIS BUILDING, 2ND FLOOR, SALT LAKE ELETROINCS COMPLEX, Block/Sector: EP AND GP, P.O.- BIDHANNAGAR, P.S.- East Bidhannagar, Kolkata, District-North 24-Parganas, West Bengal, India, PIN - 700091 | Represent ative of Developer [SIMOCO SYSTEM S AND INFRAS TRUCTUR E SOLUTIO NS LTD] |  | 7350  | <i>Alok Kumar Das</i> 30/11/15 |

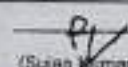
SUN CONCLAVE PVT. LTD.

Dipjyoti Ghosh
Authorised Signatory

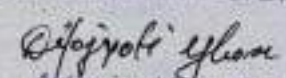
| Sl No. | Name and Address of identifier | Identifier of | Signature with date |
|--------|--------------------------------|---------------|---------------------|
|--------|--------------------------------|---------------|---------------------|

Tista Chatterjee
30-11-15

Tista Chatterjee
Advocate
D/O Dhiren Chatterjee
High court Calcutta
Enrollment No - 1522/2012


(Sujan Kumar Maiti)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. - I
KOLKATA
Kolkata, West Bengal

SUN CONCLAVE PVT. LTD.


Authorised Signatory

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2015, Page from 171731 to 171789
being No 190109378 for the year 2015.



Digitally signed by SUJAN KUMAR
MAITY
Date: 2015.12.05 17:28:23 +05:30
Reason: Digital Signing of Deed.

(Sujan Kumar Maity) 05/12/2015 17:28:22
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

SUN CONCLAVE PVT. LTD.

Authorised Signatory

(This document is digitally signed.)
