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DEVELOPMENT AGREEMENT

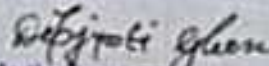
THIS AGREEMENT MADE ON 31st DAY OF MARCH TWO THOUSAND FIFTEEN (2015)

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BETWEEN

P.T.O

SG Computech Ltd.


 Dipjyoti Ghose
 Authorized 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 **S G AQUA & GARDEN FRESH PRIVATE LIMITED** (CIN NO. U01111WB2009PTC133613) / (PAN NO. AANCS6531Q) a private limited company registered under Companies Act, 1956, represented by Mr. Krishnendu Banerjee (PAN NO. ADRPB4157H), Director, having Registered Office at Sugandha More, Delhi Road (NH-2 Bye Pass), P.O.-Sugandhya, P.S.-Polba, District-Hooghly, PIN Code -712102, hereinafter referred to as 'SG AQUA' 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; **SG COMPUTECH LIMITED** (CIN NO. U74900WB2009PLC139312) / (PAN NO. AANCS6123J) a public limited company registered under Companies Act, 1956, represented by Mr. Uttam Chatterjee (PAN NO. AASPC2027P), Director, having Registered Office at Sugandha More, Delhi Road (NH-2 Bye Pass), P.O.-Sugandhya, P.S.-Polba, District-Hooghly, PIN Code -712102, hereinafter referred to as 'SG COMPUTECH' which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-

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interest, legal representatives, nominees and assigns ALL PARTIES of the FIRST PART;

AND

- c1. 2) **SIMOCO SYSTEMS AND INFRASTRUCTURE SOLUTIONS LIMITED** (CIN: U72200WB2007PLC115201) / (PAN NO. AAKCS8592A) a public limited company registered under Companies Act, 1956, represented by Mr. Aloke 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 / SG AQUA / SG COMPUTECH shall provide by acquisition for the PROJECT described in the First Schedule under Parts I, II, III, IV and V all situate at Mouza Satuli, J.L. No. 49, L.R. Khatian Nos 2129,2166,2175,2172 and 2191 R.S. Dag Nos 1392, 1391, 1343, 1344, 1342, 1340, 1341, 659(p), 728, 1346, 1347, 1348, 1349, 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 shall include existing structures thereon for construction of low cost budget housing project to be developed by SG COMPUTECH thereon, wherever the context permits.
- A.2 'THE PROJECT' shall mean the work of development and commercial exploitation undertaken by SG COMPUTECH LIMITED on the land to be provided by SAMASTH, TELECOM, SIMOCO SYSTEMS, SG AQUA and itself for the Project in pursuance hereof from inception to development and completion of 'Proposed 5 Nos. 2BHK (G+7) Storied Residential Buildings' in the Project on the land to be provided by SAMASTH, TELECOM, SIMOCO SYSTEMS, SG AQUA and itself on the land to be provided and possession of the units in the PROJECT which are to be handed over to the Flat / Unit

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Owners by execution of Deed(s) of Conveyance / Transfer executed and registered in favour of the Flat / Unit Owners by SAMASTH, TELECOM, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH 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, SIMOCO SYSTEMS, SG AQUA, and SG COMPUTECH 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 $\frac{1}{2}$ (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, transport strikes, notices or prohibitory orders from Municipality or any other statutory body or any Court, Government regulations,

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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 SG COMPUTECH.

- 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 SG COMPUTECH or its nominee(s) who shall economically exploit the Land acquired / to be acquired and provided for the Project by SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA apart from development of its own land 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, SIMOCO SYSTEMS, SG AQUA and the developed area on the land provided by SG COMPUTECH for the Project other than the allocation of SAMASTH, TELECOM, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH in own 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 proportionate share in all common areas and facilities more fully and particularly described in Parts I, II, III, IV and V 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 /

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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.

SG AQUA's allocation shall mean ALL THAT of SG AQUA'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 IV of the SECOND SCHEDULE hereunder written.

SG COMPUTECH's allocation shall mean ALL THAT of SG COMPUTECH'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 V 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:

2 (Two) Bedroom with 1 (One) Living Room- Dining Room, 2 (Two) Toilets, 1 (One) Verandah admeasuring 693 (Six Hundred Ninety Three) Sq Ft, with Car

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Parking Space admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Fl. 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, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH 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, SG AQUA and SG COMPUTECH confirm having represented to each other as follows:
- B.1 SAMASTH, TELECOM, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH are responsible for arranging the PREMISES / PROPERTY / LAND more fully described in the FIRST SCHEDULE under Parts I, II, III, IV and V 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 lis pendens whatsoever.
- B.2 SAMASTH, TELECOM, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH 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, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH mentioned hereinabove are hereinafter collectively called "the said Representations" and SAMASTH, TELECOM, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH confirm that the said Representations are all true and correct.
- C.1 SAMASTH, TELECOM, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH have represented to each other that they are desirous of

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developing the PREMISES / PROPERTY / LAND acquired / to be acquired, detail of which is given in Parts I, II, III, IV and V of the FIRST SCHEDULE.

- C.2 SG COMPUTECH has represented that they possess requisite expertise and / or resources to develop the said PREMISES / PROPERTY / LAND acquired / to be acquired and provided and SG COMPUTECH represented to SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA 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, SIMOCO SYSTEMS and SG AQUA agreed amongst themselves that they will be responsible to provide Land for the Project to SG COMPUTECH 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, SG AQUA and SG COMPUTECH 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 SG COMPUTECH 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 SG COMPUTECH has 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, SIMOCO SYSTEMS and SG AQUA appoint SG COMPUTECH 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

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housing project, detail of the PREMISES / PROPERTY / LAND is included in Parts I, II, III, IV and V 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, SIMOCO SYSTEMS and SG AQUA would provide peaceful possession of the said PREMISES / PROPERTY / LAND acquired / to be acquired for the Project to SG COMPUTECH for development of the low budget housing project.

2. The obligation of SAMASTH, TELECOM, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH towards cost for the low cost housing project shall include, and be limited to the followings :

- 2.1 SAMASTH, TELECOM, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH 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 SG COMPUTECH. 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 SG COMPUTECH 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, TELECOM, SIMOCO SYSTEMS and SG AQUA more fully described under Parts I, II, III and IV 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, debutter, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and is 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

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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, SIMOCO SYSTEMS and SG AQUA.

- 2.3 SG COMPUTECH, SAMASTH, TELECOM, SIMOCO SYSTEMS AND SG AQUA (LAND PROVIDERS) agree that SG COMPUTECH, as DEVELOPER, shall be entitled to be allocated 3% (Three) per cent of total Flats/Units with proportionate land equivalent to proportionate undivided land and proportionate Car Parking Space (more fully described in SECOND SCHEDULE) and SAMASTH, TELECOM, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH(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 and proportionate Car Parking Space more fully described in SECOND SCHEDULE and SIMOCO SYSTEMS will be allocated remaining built-up area with proportionate undivided land and 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 SG COMPUTECH 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:
- 3.1 The fundamental and / or basic understanding between the parties is that SAMASTH, TELECOM, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH 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 SG COMPUTECH shall develop its own PREMISES / PROPERTY / LAND and also PREMISES / PROPERTY / LAND to be provided by SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA 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

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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, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH mentioned in the FIRST SCHEDULE under Parts I, II, III, IV and V to be developed by SG COMPUTECH 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 SG COMPUTECH 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 SG COMPUTECH shall tender refundable Security Deposit with :

(i) SAMASTH	: Rs.1,00,000/-	/
(ii) TELECOM	: Rs.1,00,000/-	/
(ii) SIMOCO SYSTEMS	: Rs.1,00,000/-	/
(iii) SG AQUA	: Rs.1,00,000/-	/
TOTAL	: Rs.4,00,000/-	/

(Rupees Four Lacs only)

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

- 3.4 SG COMPUTECH shall be responsible to arrange fund for the PROJECT and SG COMPUTECH 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, SIMOCO SYSTEMS and SG AQUA for the Project, however, SG COMPUTECH 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, SIMOCO SYSTEMS and SG AQUA or their nominee(s) the parties shall have any objection in this regard.
- 3.5 SG COMPUTECH 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

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and post its security guards. SG COMPUTECH 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 SG COMPUTECH shall be entitled to hold and remain in possession of the said PREMISES / PROPERTY / LAND taken over for the PROJECT purpose from SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA 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, SIMOCO SYSTEMS and SG AQUA shall hand over original documents of title in respect of their portion of the said PREMISES / PROPERTY / LAND to SG COMPUTECH upon receipt as security for due observance of the obligations of SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA in terms of this Agreement, and they shall execute documents that may be required for the PROJECT. SG COMPUTECH shall be entitled to produce and give 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 SG COMPUTECH 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 SG COMPUTECH for the PROJECT, SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA through SG COMPUTECH 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 SG COMPUTECH from Banks / Financial Institutions for development of the PROJECT on the PREMISES / PROPERTY / LAND.
- 3.8 In case of any outgoing and liabilities relating to the period before the date of handing over possession of the said PREMISES / PROPERTY / LAND for the

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PROJECT the same shall be shared in proportion of the PREMISES / PROPERTY / LAND holding of the parties.

- 3.9 Upon receipt of all approvals, SG COMPUTECH 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. SG COMPUTECH 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, SIMOCO SYSTEMS and SG AQUA agree and undertake to co-operate with and assist SG COMPUTECH 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 SG COMPUTECH.
- 3.11 SG COMPUTECH 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 SG COMPUTECH 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 SG COMPUTECH 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, SG COMPUTECH 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 SG COMPUTECH with intimation to SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA and payment for the same shall be sourced by SG COMPUTECH.

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- 3.15 SG COMPUTECH 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. SG COMPUTECH shall have the right to obtain temporary and / or permanent connection of utilities for the Project and SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA 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 SG COMPUTECH, however, SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA shall always be informed of such costs, expenses.
- 3.17 On the completion of the Project, SG COMPUTECH shall have the authority to apply and obtain Completion Certificate for the project from the concerned Authority.
- 3.18 SG COMPUTECH undertakes to keep SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA informed of all matters connected with the PROJECT at regular intervals.
- 3.19 Notwithstanding anything stated elsewhere SAMASTH, TELECOM, SIMOCO SYSTEMS, SG AQUA and SG COMPUTECH shall be entitled to the built up area as per plan being 280 (Two Hundred Eighty) Flats / Units with Car Parking Space more fully described in SECOND SCHEDULE, built on the said PREMISES/ PROPPERTY/ LAND acquired / to be acquired and provided more fully described in the First Schedule under Parts I, II, III, IV and V. 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) - 8 (Eight) Units with Car Parking Space (more fully described in SECOND SCHEDULE) as per Plan
 3. SIMOCO SYSTEMS (As LAND OWNER) - 6 (Six) Unit with Car Parking Space (more fully described in SECOND SCHEDULE) as per Plan

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4. SG AQUA (As LAND OWNER) - 1 (One) Unit without Car
Parking Space as per Plan

5. SG COMPUTECH (As LAND OWNER - 14 (Fourteen) Unit with Car
Parking Space (more AND DEVELOPER)
fully described in SECOND SCHEDULE) as per Plan

Total 31 (Thirty One) Flats / Units with Covered and Open Car Parking Space,
more fully described in SECOND SCHEDULE

SIMOCO SYSTEMS shall be entitled to get 249 (Two Hundred Forty nine only)
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, IV and V.

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 SG COMPUTECH 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, SIMOCO SYSTEMS and SG AQUA 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, SIMOCO SYSTEMS and SG AQUA in favour of SG
COMPUTECH or its nominees.

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- 3.23 SG COMPUTECH with consent of SAMASTH, TELECOM and SG AQUA may agree to appoint SIMOCO SYSTEMS as nominee and 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, TELECOM, SG AQUA and SG COMPUTECH shall pay construction cost and marketing fee aggregating to the value of 249(Two Hundred Forty nine) 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 the said Flat(s) / Unit(s) constructed for the Project.
- 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 SG COMPUTECH 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 SG COMPUTECH shall for Common Purpose form or cause to be formed a Committee or Body of 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 SG COMPUTECH as per the law in force. Until such time as the Holding Association is formed SG COMPUTECH 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 SG COMPUTECH. SG COMPUTECH shall have no obligation with regard to maintenance if they do not punctually receive all dues from all concerned persons.

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- 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 / SG AQUA & GARDEN FRESH PRIVATE LIMITED as may be decided and upon formation to the Holding Association.
- 3.28 SG COMPUTECH 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, SIMOCO SYSTEMS and SG AQUA, 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 SG COMPUTECH.
- 3.30 The Common Portions shall be used in common by SAMASTH / TELECOM / SIMOCO SYSTEMS/ SG AQUA / SG COMPUTECH 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 SG COMPUTECH. SG COMPUTECH shall be entitled to market and sell all Flat(s) / Unit(s) including the Flat(s)/Unit(s) of SAMASTH, TELECOM and SG AQUA through SIMOCO SYSTEMS as aforesaid, detail of the Flats / Units are more fully described in the SECOND SCHEDULE under Parts I, II, III , IV and V hereinafter.
4. SG COMPUTECH 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

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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, SIMOCO SYSTEMS and SG AQUA as owners of the PREMISES / PROPERTY / LAND. SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA shall render all necessary assistance to SG COMPUTECH 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, SIMOCO SYSTEMS and SG AQUA shall render necessary assistance and sign and deliver such documents, papers, consents as be necessary in this regard.
6. SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA shall at all times allow SG COMPUTECH 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 SG COMPUTECH.
7. SG COMPUTECH 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, SIMOCO SYSTEMS and SG AQUA shall co-operate with SG COMPUTECH to effectuate and implement this Agreement and they shall each issue Power of Attorney(ies) in favour of SG COMPUTECH 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, SIMOCO SYSTEMS and SG AQUA 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, SIMOCO SYSTEMS and SG AQUA shall join and / or cause such persons as may be deemed necessary by SG COMPUTECH to join as confirming parties

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in any document that SG COMPUTECH may deem necessary for the development and / or sale of the Flats / Units of the PROJECT.

9. Termination / Cancellation

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, SIMOCO SYSTEMS and SG AQUA shall not be entitled under any circumstance to terminate, cancel, revoke and / or rescind this Agreement. However, SG COMPUTECH may assign all its rights in the PROJECT in favour of any party but before such right SG COMPUTECH shall obtain consent from SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA.

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 SG COMPUTECH for the four Land Owners, namely SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA 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 SG COMPUTECH 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, SIMOCO SYSTEMS and SG AQUA for the same at its exclusive cost without SG COMPUTECH being required to contribute for the same, however, SG COMPUTECH shall pay for the PREMISES / PROPERTY / LAND owned by them. SG COMPUTECH shall be entitled to take necessary steps in this regard for and on behalf of and in the name of SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA. SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA hereby authorise and empower SG COMPUTECH and its Authorised Representative(s) for the same.

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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 SG COMPUTECH 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 as fixed by SG COMPUTECH.
14. SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA shall grant to SG COMPUTECH and / or its directors and / or authorised representatives / nominees such Power of Attorney(ies) as may be deemed necessary concerning the PROJECT for enabling SG COMPUTECH 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 SG COMPUTECH hereunder. Under no circumstance, such authorisation shall be construed as handing over possession of the said PREMISES / PROPERTY / LAND to SG COMPUTECH by SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA. The said Power of Attorney(ies) shall authorise SG COMPUTECH 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, SIMOCO SYSTEMS and SG AQUA will always confirm actions taken by SG COMPUTECH and / or marketed by SIMOCO SYSTEMS as agreed upon in this reference and SG COMPUTECH will deposit such receipts in their Bank Account(s) and utilise the same for the PROJECT.
15. A Separate Power of Attorney(ies) shall be executed duly registered in favour of SG COMPUTECH and / or SIMOCO SYSTEMS (upon being appointed nominee of SG COMPUTECH) to perform such acts and deeds to include

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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, SG COMPUTECH shall have the right to assign its rights in the Project to any other person / entity and SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA shall not object.

17. INDEMNITY

- 17.1 SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA doth hereby indemnify and agree to undertake to keep SG COMPUTECH 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, SIMOCO SYSTEMS and SG AQUA 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, SIMOCO SYSTEMS and SG AQUA herein being found to be incorrect and / or being not complied with and / or in case of any act, omission, breach or default by SG COMPUTECH in terms this Agreement and / or other documents executed / to be executed by the PREMISES / PROPERTY / LAND Owners.

- 17.2 SG COMPUTECH doth hereby agree to indemnify and agree and undertake to keep SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA free harmless and indemnified of from against all actions suits proceedings, claims, losses, damages, costs, charges, expenses, liabilities and demands whatsoever which SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA may suffer or incur or be made liable for or put to in case of any act, omission, breach or default by SG COMPUTECH in terms of this Agreement and / or other documents executed / to be executed by SG COMPUTECH relating to the said PREMISES / PROPERTY / LAND. SG COMPUTECH doth also hereby indemnify and agree and undertake to keep SAMASTH, TELECOM, SIMOCO SYSTEMS and SG AQUA 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, SIMOCO SYSTEMS and SG AQUA may suffer or

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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, SIMOCO SYSTEMS and SG AQUA 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 PARCEL OF LAND situate at Mouza Satuli, J.L. No. 49, L.R. Khatian Nos 2191,2129, 2166, 2175 & 2172, R.S. Dag Nos. 1392, 1391, 1343, 1344, 1342, 1340, 1341, 659(p), 728, 1346, 1347, 1348, 1349, 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 244.00 Decimal equivalent to 2.44 Acre equivalent to 9877.12 sq.mt (Part I – 20.02 decimal equivalent to 0.200 Acre equivalent to 810.20 sq.mt. Part II 67.31 decimal equivalent to 0.6731 Acre equivalent to 2724.70 sq.mt. Part III 55.22 decimal equivalent to 0.5522 Acre equivalent to 2235.30 sq.mt. and Part IV 1.59 decimal equivalent to 0.0159 Acre equivalent to 64.34 sq.mt Part – V 99.39 decimal equivalent to 0.99 Acre equivalent to 4023.30 sq.mt).

PART – I

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

L.R. Khatian No. 2129

- | | | |
|----|--------------------------|----------------------|
| 1. | R.S. Dag No. <u>1392</u> | <u>11.35</u> Decimal |
| 2. | R.S. Dag No. <u>1340</u> | <u>8.60</u> Decimal |
| 3. | R.S. Dag No. <u>1341</u> | <u>0.07</u> Decimal |

T O T A L 20.02 Decimal equivalent to 0.2002 Acre equivalent to 810.2094 sq.mt.

(TOTAL TWENTY POINT ZERO TWO DECIMAL)

PART – II

SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED (CIN NO. U32109WB1978PLC031942) (PAN NO. AAEC54335F)

L.R. Khatian No. 2166

- | | | |
|----|--------------------------|---------------------|
| 1. | R.S. Dag No. <u>1391</u> | <u>6.41</u> Decimal |
| 2. | R.S. Dag No. <u>1343</u> | <u>3.72</u> Decimal |

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3. R.S. Dag No. 1342 9.49 Decimal ✓
4. R.S. Dag No. 1340 25.80 Decimal ✓
5. R.S. Dag No. 1347 21.89 Decimal ✓

T O T A L 67.31 Decimal equivalent to 0.6731 Acre equivalent to 2724.03 sq.mt

(TOTAL SIXTY SEVEN POINT THIRTY ONE DECIMAL)

PART - III

SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED (CIN NO. U72200WB2007PLC115201) (PAN NO. AAKCS58502A)

L.R. Khatian No. 2175

1. R.S. Dag No. 1341 14.00 Decimal
2. R.S. Dag No. 1346 35.14 Decimal
3. R.S. Dag No. 1348 3.50 Decimal
4. R.S. Dag No. 1349 2.58 Decimal

T O T A L 55.22 Decimal equivalent to 0.552 Acre equivalent to 2234.75 sq.mt.

(TOTAL ONE POINT EIGHTY SIX DECIMAL)

PART - IV

SG AQUA PRIVATE LIMITED (CIN NO. U01111WB2009PTC133613) / (PAN NO. AANCS5531Q)

L.R. Khatian No. 2172

1. R.S. Dag No. 1343 01.59 Decimal

T O T A L 1.59 Decimal equivalent to 0.0159 Acre equivalent to 64.34 sq.mt.

(TOTAL ONE POINT FIFTY NINE DECIMAL)

PART - V

SG COMPUTECH LIMITED (CIN NO. U74900WB2009PLC139312) / (PAN NO. AANCS0123J)

L.R. Khatian No. 2191

1. R.S. Dag No. 1343 12.64 Decimal

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2. R.S. Dag No. 1344 63.06 Decimal
3. R.S. Dag No. 1342 08.63 Decimal
4. R.S. Dag No. 1340 09.70 Decimal
5. R.S. Dag No. 659 01.08 Decimal
6. R.S. Dag No. 728 01.55 Decimal
7. R.S. Dag No. 1348 02.07 Decimal
8. R.S. Dag No. 1341 00.66 Decimal

T O T A L 99.39 Decimal equivalent to 0.99 Acre equivalent to 4023.30 sq.mt.

(TOTAL NINETY NINE POINT THIRTY NINE DECIMAL)

BUTTED AND BOUNDED BY:

ON THE NORTH : R.S. Dag No. 1381, 1380, 1379, 1372, 1415

ON THE SOUTH : Bagjola Canal Side Road

ON THE EAST : R.S. Dag Nos. 1407,1412,1413,1414,1415

ON THE WEST : 12m wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT 280 (Two Hundred Eighty) no. Of FLATS / UNITS covering 214844.38 (Two Lacs Fourteen Thousand Eight Hundred Forty Four point Thirty Eight) square feet Built-up area of 'Proposed 5 nos: 2BHK (G+7) Storied Residential Building' out of total FAR as 2.02 on the Land acquired / to be acquired by SAMASTH, TELECOM, SIMOCO SYSTEMS , SG AQUA AND SG COMPUTECH more fully described in Parts I, II, III , IV and V 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)**

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2 (Two) Units consisting of 2 (Two) Bedroom with 1 (One) Living Room-Dining Room, 2 (Two) Toilets, 1 (One) Verandah admeasuring 693 (Six Hundred Ninety Three) Sq.Ft., with Car Parking Space admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each (1 nos. Covered and 0 no Open) as per sanctioned plan.

PART-II

II. TELECOM (AS LAND OWNER)

8 (Eight) Unit consisting of 2 (Two) Bedroom with 1 (One) Living Room - Dining Room, 2 (Two) Toilets, 1 (One) Verandah admeasuring 693 (Six Hundred Ninety Three) Sq.Ft., with / without Car Parking Space admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each (3 nos. Covered and 1 no. Open) as per sanctioned plan.

PART-III

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

255 (Two Hundred Fifty Five) Unit consisting of 2 (Two) Bedroom with 1 (One) Living Room - Dining Room, 2 (Two) Toilets, 1 (One) Verandah admeasuring 693 (Six Hundred Ninety Three) Sq.Ft., with / without Car Parking Space admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each (91 nos. Covered and 37 nos Open) as per sanctioned plan.

PART-IV

IV. SG AQUA (LAND OWNER)

1 (One) Unit consisting of 2 (Two) Bedroom with 1 (One) Living Room-Dining Room, 2 (Two) Toilets, 1 (One) Verandah admeasuring 693 (Six Hundred Ninety Three) Sq.Ft., with Car Parking Space admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each (0 nos. Covered and 0 nos. Open) as per sanctioned plan.

PART-V

V. SG COMPUTECH (LAND OWNER AND DEVELOPER)

14 (Fourteen) Units consisting of 2 (Two) Bedroom with 1 (One) Living Room- Dining Room, 2 (Two) Toilets, 1 (One) Verandah admeasuring 693 (Six Hundred Ninety Three) Sq.Ft., with Car Parking Space admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each (5 nos. Covered and 2 no. Open) as per sanctioned plan.

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THE THIRD SCHEDULE ABOVE REFERRED TO:

**DETAILED SPECIFICATIONS FOR PROPOSED (G+7) STOREYED
RESIDENTIAL BUILDING:**

A. CIVIL WORKS :

1. FOUNDATION : 2BHK: 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 khoa.
 - 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 Saiballah props.
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 make with 100mm high Vitrified Tiles of standard make skirting all window sills are Marble finishing.
b)	Living / Dining	
c)	Toilets, Balcony, Common Lobby & Staircase	300mm X 300mm Anti skid Ceramic Tiles of standard makes Flooring with 5Fl. 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	40mm thick IPS Flooring in silver grey colour with grid & outside parking with grass block.
	Road	Metal road with black top.

9. DOORS :

- Main Doors: 35mm thick Flush Door of standard makes with veneer finish with 4"x2.5" Shal Wood frame as per Architect's Design.
- 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.
- All Toilet Doors: PVC shutter makes with 3"x2.5" wooden frame as per Architect's Design.
- 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 :

- All Internal Wall surfaces and ceiling: 1.5mm Plaster of Paris / Putty finish with 1 coat of Cement Primer of standard make.
- 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.

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 :

- European style Ceramic WC, Wash Basin & Stainless Tap – White vitreous china clay of standard make.
- Cistern for WC –Sleek PVC with dual flushing system of standard make.

SG Computech Ltd.

P.T.O

Dipjyoti Ghosh
Authorized Signatory

- 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, Pillar 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.
- 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.

SG Computech Ltd.

Dipjyoti Ghose
Authorised Signatory

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 PRIVATE LIMITED

Kamlesh Prasad

Authorized Signatory

EXECUTED AND DELIVERED by SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED

at Kolkata in the presence of :

Simoco Telecommunications (South Asia) Limited

Sanjay Kumar Ghosh

Managing Director

EXECUTED AND DELIVERED by SG AQUA & GARDEN FRESH PRIVATE LIMITED

at Kolkata in the presence of :

SG AQUA & GARDEN FRESH PVT. LTD.

Krishnendu Banerjee

Authorized Signatory

SG Computech Ltd.

Dipjyoti Ghose

Authorized Signatory

EXECUTED AND DELIVERED by at Kolkata in the presence of SG COMPUTECH LIMITED :

SG COMPUTECH LIMITED

[Signature]
Authorized Signatory

EXECUTED AND DELIVERED by SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED

at Kolkata in the presence of :

① Prosenjit Mukherjee
Kolkata - 700115

Simoco Systems & Infrastructure Solutions Ltd.

[Signature]
Authorized Signatory

② Ujjwal Mandal
Kolkata - 700156.

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

[Signature]
(SOUBHIK CHAKRABORTY)
Advocate

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

SG Computech Ltd.

[Signature]
Authorized Signatory

SPECIMEN FORM FOR TEN FINGER PRINTS

Right Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
Left Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger



Signature

Signature *Sony Linnor Ghor*

Right Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
Left Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger



Signature *Krishna Lal*

Right Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
Left Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger



Signature

Right Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
Left Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger



SG Computech Ltd.

Signature
Dipak Sark

SPECIMEN FORM FOR TEN FINGER PRINTS

Right Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
Left Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger

Signature *(Handwritten Signature)*



Right Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
Left Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger



Signature

Right Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
Left Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger



Signature

Right Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
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Left Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger



Signature

SG Computech Ltd.

(Handwritten Signature)
 Authorized Signatory



Government Of West Bengal
Office Of the A.D.S.R. BHANGAR
District:-South 24-Parganas

Endorsement For Deed Number : I - 02531 of 2015
(Serial No. 02467 of 2015 and Query No. 1621L000005487 of 2015)

On 05/05/2015

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

Presented for registration at 19.12 hrs on :05/05/2015, at the Private residence by Kamalendu Polley ,
one of the Executants.

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

Execution is admitted on 05/05/2015 by

1. Sanjoy Kr. Ghosh
Managing Director, Simoco Telecommunication(South Asia) Ltd., Godrej Genesis Building,2nd Floor,
Block- E P @ G P, Sector- V, Salt Lake Electronics Complex, Thana:-Electronic Complex,
District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091.
. By Profession : Business
2. Uttam Chatterjee
Authorised Representative, S G Computech Ltd., Sugandha More, N H-2 By Pass, Delhi Road,
Thana: Polba, P.O. :-Sugandhya, District:-Hooghly, WEST BENGAL, India, Pin :-712102.
. By Profession : Business
3. Krishnendu Banerjee
Director, S G Aqua & Garden Fresh Private Limited, Village:Sugandha More, Delhi Road(nh-2, Bye
Pass), Thana: Polba, P.O. :-Sugandhya, District:-Hooghly, WEST BENGAL, India, Pin :-712102.
. By Profession : Business
4. Kamalendu Polley
Authorised Representative, Samasth Infotainment Private Limited, Godrej Genesis Building,2nd Floor,
Block- E P @ G P, Sector- V, Salt Lake Electronics Complex, . Thana:-Electronic Complex, P.O. :-Salt
Lake, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091.
. By Profession : Business
5. Aloke Kr. Das
Authorised Representative, Simoco Systems & Infrastructure Solutions Ltd., Godrej Genesis
Building,2nd Floor, Block- E P @ G P, Sector- V, Salt Lake Electronics Complex, Thana:-Electronic
Complex, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091
. By Profession : Business

Identified By Prosenjit Mukherjee, son of P. K. Mukherjee, Choudhury Para, P.O. :-Rahara,
District:-North 24-Parganas, WEST BENGAL, India, Pin :-700118, By Caste: Hindu, By Profession:
Others.

(Ashis Kumar Biswas)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BHANGAR

On 06/05/2015

Certificate of Market Value(WB PUVI rules of 2001) SG Computech Ltd.

Ashis Kumar Biswas
Authorised Signatory

(Ashis Kumar Biswas)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BHANGAR