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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

P 929790

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE THIS 10th DAY OF MARCH TWO THOUSAND FIFTEEN (2015)

BETWEEN:

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 I P & GP, Sector - V, Salt Lake Electronics Complex, Kolkata - 700091, P.S. Electronics Complex hereafter referred to as 'SAMASTH' which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, legal representatives, nominees and assigns) of the FIRST PART;

AND

Samasth Infotainment Pvt. Ltd.

Kamalendu Polley
 Authorised Signatory

Development Agreement
10-3-15
20039

This document is admitted for registration sheet attached with the document are to be treated as parts of the document.

ADSR, Bhargore
S/24 Parganah
10 MAR 2015

STAMP OF REGISTRAR WEST BENGAL
 (Stamp and Seal of Registrar)
 District Office, Kolkata
 The Registrar, Kolkata

- 2) **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 **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) both the parties 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 held in the names of SAMASTH / TELECOM / SIMOCO SYSTEMS respectively more fully described in the First Schedule under Parts I, II and III all situate at Mouza Satuli, J.L. No. 49, R.S. Dag Nos. 1372, 1373, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1403, 1405, 1406, 1410 P.S. Kashipur (formerly Bhangar), P.O Pithapur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded with the Office of the BL&LRO Bhangar in state of West Bengal having right, title and interest therein and shall include existing structures thereon for construction of low cost budget housing project to be constructed by SAMASTH thereon, wherever the context permits.

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- A.2 'THE PROJECT' shall mean the work of development and commercial exploitation undertaken by SAMASTH INFOTAINMENT PRIVATE LIMITED in pursuance hereof from inception to development and completion of 'Proposed 3nos. 3BHK (G+7) Storied Residential Buildings' in the Project and possession of the units in the Project which are to be handed over to the Unit Owners by way of execution of Deed(s) of Conveyance / Transfer executed and registered in favour of the Unit Owners by SAMASTH, TELECOM and SIMOCO SYSTEMS respectively in the new buildings.
- A.4 'NEW BUILDINGS' shall mean the buildings and other constructions and structures to be constructed on the said Premises by SAMASTH INFOTAINMENT PRIVATE LIMITED in pursuance hereof.
- A.5 '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 THE PROJECT including development, construction, utility connection, amenities and other works to be taken up therein.
- A.6 '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.7 'PLAN / PLANS' shall mean the sanctioned plan for the new 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.8 '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.9 '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, than $\frac{1}{2}$ (one half) of the area under such wall shall be included in each such unit.
- A.10 '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

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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 SAMASTH.

- A.11 '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.12 '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.13 '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 Unit Owners, collection and disbursement of Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.
- A.14 'DEVELOPER' shall mean SAMASTH or its nominee(s) who shall economically exploit the Land owned by TELECOM and SIMOCO SYSTEMS apart from development of its own land.
- A.15 DEVELOPER'S AREA shall mean ALL THAT the total area developed on land owned by SAMASTH (DEVELOPER), TELECOM (LAND OWNER) and SIMOCO SYSTEMS (LAND OWNER) other than the allocation of TELECOM and SIMOCO SYSTEMS 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 the SCHEDULE HEREUNDER.
- TELECOM's (LAND OWNER's) AREA shall mean ALL THAT the total area developed being TELECOM's allocation with undivided proportionate share in the PREMISES / LAND / PROPERTY more fully and particularly described in the Schedule hereunder written.

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SIMOCO SYSTEM's (LAND OWNER's) allocation with undivided proportionate share in the PREMISES / LAND / PROPERTY more fully and particularly described in the Schedule hereunder written.

A.16 'PARKING SPACE' shall mean space on the ground floor of project as also in the open space surrounding the Project that shall be marked for car parking.

A.17 'PROPORTIONATE' with all its cognate variations shall mean such ratio, covered area of any Unit(s) be in relation to the covered area of all Units in the new buildings.

A.18 'UNIT' shall mean any flat or other covered area in the New Buildings, which is capable of being exclusively owned, used and enjoyed by any Unit Owner which shall be of:

3 (Three) Bedroom with 1 (One) Living Room- Dining Room, 2 (Two) Toilets, 1 (One) Verandah admeasuring 810 (Eight Hundred Ten) Sq.Ft., with Car Parking Space admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each as per plan as per the Second Schedule hereunder.

A.19 'UNIT OWNERS' shall according to its context, mean all persons who acquire and own different Units in the project including SAMASTH, TELECOM and SIMOCO SYSTEMS in respect of such Units as may be retained by them respectively from time to time.

A.20 'MASCULINE GENDER' shall include the feminine and neuter gender and vice versa and singular shall include the plural and vice versa.

B. SAMASTH, TELECOM and SIMOCO SYSTEMS confirm having represented to each other as follows:

B.1 SAMASTH, TELECOM and SIMOCO SYSTEMS are the absolute lawful owners and are fully seized and possessed and otherwise well and sufficiently entitled to the PREMISES / PROPERTY / LAND more fully described in the FIRST SCHEDULE under Parts I, II and III. The said PREMISES / PROPERTY / LAND have been registered with the Office of the Registrars / Sub- Registrars at Kolkata / Alipore / Bhargar and the same are mutated / applied for mutation with the Office of the BL & LRO at Bhargar. Detail of the PREMISES / PROPERTY / LAND are included in Parts-I, II and III of the FIRST SCHEDULE herein below.

B.2 SAMASTH, TELECOM and SIMOCO SYSTEMS are the absolute lawful owners and are fully seized and possessed of their respective PREMISES / PROPERTIES / LAND included under Parts I, II and III of the FIRST SCHEDULE which are free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies,

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licences, occupancy rights, bargardars, trusts, debutter, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and lis pendens whatsoever and the PREMISES / PROPERTIES / LAND owned by SAMASTH, TELECOM and SIMOCO SYSTEMS have good and marketable title.

- B.3 No person other than SAMASTH, TELECOM and SIMOCO SYSTEMS have any right title and interest whatsoever in the said PREMISES / PROPERTY / LAND or any part thereof and the said PREMISES / PROPERTY / LAND are free from encumbrances and liabilities whatsoever. SAMASTH, TELECOM and SIMOCO SYSTEMS have been and are in actual peaceful khas possession of the said PREMISES / PROPERTY / LAND and every portion thereof absolutely is being enjoyed and used without any interruption whatsoever.
- B.4 SAMASTH, TELECOM and SIMOCO SYSTEMS and / or their predecessors in title have not in any way dealt with the said PREMISES / PROPERTY / LAND or any part thereof whereby the right title and interest of SAMASTH, TELECOM and SIMOCO SYSTEMS and / or their predecessors-in-title as to the ownership, use, enjoyment and sale of the said PREMISES / PROPERTY / LAND or any part thereof is or may be affected in any manner whatsoever. SAMASTH, TELECOM and SIMOCO SYSTEMS and / or their predecessors-in-title have not used the said PREMISES / PROPERTY / LAND or any part thereof for any purpose other than that for which the same was meant and have not committed default and / or contravened any provision of law applicable to the said PREMISES / PROPERTY / LAND or any part thereof.
- B.5 There is no 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 has been or is liable to 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.
- B.6 There are no subsisting orders or injunctions of any Court or Authority adversely affecting the said PREMISES / PROPERTY / LAND or any part of portion thereof in any manner whatsoever.
- B.7 The predecessors-in-title of SAMASTH, TELECOM and SIMOCO SYSTEM were and SAMASTH, TELECOM and SIMOCO SYSTEM are entitled to lawfully retain, own and transfer the said PREMISES / PROPERTY / LAND under the relevant laws governing the same. There neither was nor is any bar or restriction, legal or otherwise, to the

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development and sale of the said PREMISES / PROPERTY / LAND by SAMASTH, TELECOM and SIMOCO SYSTEMS except what has been agreed upon.

- B.8 SAMASTH, TELECOM and SIMOCO SYSTEM have not dealt with the said PREMISES / PROPERTY / LAND in any way whereby right, title, interest of SAMASTH, TELECOM and SIMOCO SYSTEMS as to entitlement, use, development and enjoyment thereof is or may be affected in any manner whatsoever.
- B.9 No agreement or arrangement whatsoever, written or oral, with any other person or entity relating to and / or concerning the said PREMISES / PROPERTY / LAND or any portion thereof in any manner whatsoever is valid or subsisting.
- C. The representations of SAMASTH, TELECOM and SIMOCO SYSTEMS mentioned hereinabove are hereinafter collectively called "the said Representations" and SAMASTH, 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 their PREMISES / PROPERTY / LAND owned by them, detail of which are given in Parts I, II and III of the FIRST SCHEDULE.
- C.2 TELECOM and SIMOCO SYSTEMS have represented to SAMASTH that they do not possess requisite expertise and / or resources to develop the said PREMISES / PROPERTY / LAND and SAMASTH represented to TELECOM and SIMOCO SYSTEMS that it has know-how, manpower, machines under its control and offered to take the PREMISES / PROPERTY / LAND for development purpose and build low cost housing project by arranging for the finance for the said PROJECT and TELECOM and SIMOCO SYSTEMS agreed between themselves to hand over their PREMISES / PROPERTY / LAND to SAMASTH for the low cost housing project to be built on the PREMISES / PROPERTY / LAND owned by each of the parties to this Agreement on the terms and conditions mentioned below.
- C.3 SIMOCO SYSTEMS has represented that they have the expertise and manpower to construct building(s) and market and sell units in the PROJECT and SAMASTH and TELECOM agreed to use the expertise of SIMOCO SYSTEM to construct and sell the UNITS in the PROJECT and SAMASTH and TELECOM shall pay cost for construction and marketing fee of 4(Four) per cent on the value of each unit exclusive of all applicable taxes, if any to SIMOCO SYSTEMS for selling the same. SIMOCO SYSTEMS shall devise its own plan for construction and marketing the UNITS.

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- 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 SAMASTH 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. TELECOM and SIMOCO SYSTEMS appoint SAMASTH for the purpose of commercial exploitation and development of the said PREMISES / PROPERTY / LAND by constructing a low budget housing project on the PREMISES / PROPERTY / LAND detail included in Parts I, II and III of the FIRST SCHEDULE and TELECOM and SIMOCO SYSTEMS have agreed to hand over their portion of land mentioned aforesaid for construction of low cost housing project and SAMASTH has accepted to build the same on the terms and conditions recorded herein. The agreement recorded herein has commenced and / or become effective simultaneously with the execution of this Agreement and TELECOM and SIMOCO SYSTEMS have made over physical, vacant and peaceful possession of the said PREMISES / PROPERTY / LAND owned by them to SAMASTH for constructing the low budget housing project to be undertaken by SAMASTH for itself and TELECOM and SIMOCO SYSTEMS in the PREMISES / PROPERTY / LAND mentioned in FIRST SCHEDULE under Parts I, II and III.
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, to have the Plan, for the low cost housing project to be built on the PREMISES / PROPERTY / LAND, sanctioned in the name of SAMASTH, TELECOM and SIMOCO SYSTEMS and agree to execute all applications, documents for obtaining the plan sanctioned in the name of SAMASTH. Plan on the PREMISES / PROPERTY / LAND shall be prepared by an 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 SAMASTH for development of the said PREMISES / PROPERTY / LAND as per the approved Plan on the PROPERTY / PREMISES / LAND 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

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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 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.
- 2.3 SAMASTH (LAND OWNER and DEVELOPER), TELECOM and SIMOCO STSTEMS (LAND OWNERS) agree that SAMASTH as Land Owner will apart from one hundred per cent benefit from his ownership of land mentioned in the First Schedule Part-I, will be entitled to be allocated TELECOM's 86 (Eighty Six) per cent of the developed area with proportionate land equivalent to proportionate undivided land and SIMOCO SYSTEM's 84 (Eighty Four) per cent of the developed area with proportionate land equivalent to proportionate undivided land.
- 2.4 TELECOM as Land owner will be entitled to 14 (Fourteen) per cent of the developed area with proportionate land equivalent to proportionate undivided land and SIMOCO SYSTEM as Land Owner will be entitled to 16(Sixteen) per cent of the developed area with proportionate land equivalent to proportionate undivided land.
3. The development of the said PREMISES / PROPERTY / LAND has been agreed to be in the following manner:
 - 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 free from all encumbrances and liabilities whatsoever for commencement and completion of construction and development and SAMASTH shall construct buildings on the said PREMISES / PROPERTY / LAND which includes land owned by SAMASTH as per the approved PLAN of the low budget housing project by the concerned Authority and market and sell the constructed and other spaces therein to intending buyers. As such, inter se the parties, no interest in land is being transferred or is proposed to be transferred hereby 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 Units, 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 owned by TELECOM and SIMOCO SYSTEMS mentioned in the FIRST SCHEDULE under Parts II and III shall be constructed by SAMASTH apart from construction on its Land more fully described under Part I of the FIRST SCHEDULE 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 SAMASTH as ready to use residential buildings with specified areas, amenities and facilities to be enjoyed in common.

3.3 Immediately on signing this Agreement SAMASTH shall tender refundable Security Deposit with :

(i) TELECOM	: Rs.1,00,000/-
(ii) SIMOCO SYSTEM	: Rs.1,00,000/-
TOTAL	: Rs.2,00,000/-

(Rupees Two Lac only)

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

3.4 SAMASTH shall be responsible to arrange fund for the PROJECT and SAMASTH is authorised to issue advertisements, make announcements for booking of the units in the project situate on the PREMISES / PROPERTY / LAND owned by SAMASTH, TELECOM and SIMOCO SYSTEMS, however, SAMASTH may delegate the right of booking of units, issue advertisements in the Project, make announcements for booking the Units in the PROJECT on the PREMISES / PROPERTY / LAND owned by TELECOM, SIMOCO SYSTEMS and SAMASTH itself and none of the parties shall have any objection in this regard.

3.5 SAMASTH 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. SAMASTH shall be entitled to enter the said PREMISES / PROPERTY / LAND, 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 SAMASTH shall be entitled to hold and remain in possession of the said PREMISES / PROPERTY / LAND taken over from TELECOM and SIMOCO SYSTEM in part performance of the Agreement recorded herein till delivery of possession of all the

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Units to the Unit Owners and until then to use and utilise the said PREMISES / PROPERTY / LAND or any portion thereof in any lawful manner.

- 3.7 TELECOM and SIMOCO SYSTEMS shall hand over original documents of title in respect of their portion of the said PROPERTY to SAMASTH 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. SAMASTH shall be entitled to produce and give inspection of the said original documents 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 SAMASTH which 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 SAMASTH for the PROJECT, TELECOM and SIMOCO SYSTEMS through SAMASTH 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 SAMASTH from Banks / Financial Institutions for construction 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 PROJECT and the same shall be shared in proportion of the PREMISES / PROPERTY / LAND holding of the parties.
- 3.9 Upon receipt of all approvals, SAMASTH shall commence construction of the PROJECT on the PREMISES / PROPERTY / LAND with its own finance or fund arranged from Bank / Financial Institution or otherwise.
- 3.10 TELECOM and SIMOCO SYSTEMS agree and undertake to co-operate with and assist SAMASTH for the development of the said PREMISES / PROPERTY / LAND by construction of buildings as per the approved plan for the PROJECT and also sign and furnish all necessary papers, documents, particulars, applications that may be required by SAMASTH.
- 3.11 SAMASTH 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.

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- 3.12 SAMASTH 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 For the purpose of construction of the new buildings at the said PREMISES / PROPERTY / LAND, SAMASTH 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 at such wage, salary and / or remuneration and on such terms and conditions as may be decided by SAMASTH with intimation to TELECOM and SIMOCO SYSTEMS and payment for the same shall be sourced by SAMASTH.
- 3.14 SAMASTH 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. SAMASTH shall have the right to obtain temporary and / or permanent connection of utilities for the Project and TELECOM and SIMOCO SYSTEMS shall sign and execute all papers, applications and documents for this wherever applicable.
- 3.15 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 SAMASTH, however, TELECOM and SIMOCO SYSTEMS shall always be informed of such costs, expenses.
- 3.16 On the completion of the Project, SAMASTH shall have the authority to apply and obtain Completion Certificate for the project from the concerned Authority.
- 3.17 SAMASTH undertakes to keep TELECOM and SIMOCO SYSTEMS informed of all matters connected with the PROJECT at regular intervals.
- 3.18 Notwithstanding anything stated elsewhere SAMASTH, TELECOM and SIMOCO SYSTEMS shall be entitled to the built up area as per plan being 168 (One Hundred Sixty Eight) Units with Car, Parking Space built on the said PREMISES/ PROPPERTY/ LAND more fully described in the Second Schedule as per land owned by each of them more fully described in the First Schedule under Parts I, II and III would be built as under:
- | | |
|------------|--|
| 1. SAMASTH | - 160 (One Hundred Sixty) Units with Car Parking Space (85 nos. Covered and 11nos. Open) as per Plan |
| 2. TELECOM | - 5 (Five) Units with Car Parking Space (3nos. Covered and 2nos. Open) as per Plan |

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3. SIMOCO SYSTEMS - 3 (Three) Units with Car Parking Space (2nos. Covered and 1no. Open) as per Plan

Total 168 (One Hundred Sixty Eight) Units with 90 nos. Covered Car Parking Space and 14 nos. Open Car Parking Space

- 3.19 SAMASTH shall construct on its land more fully mentioned in Part I under the FIRST SCHEDULE at its own cost and shall also sell the same directly or through agents.
- 3.20 SAMASTH 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 in accordance with the Plan, with such amendments / deviations / variations as may be necessary and / or sanctionable.
- 3.21 SAMASTH, TELECOM and SIMOCO SYSTEMS shall be parties in the Deeds of Conveyance for sale of 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 Units with proportionate land in favour of such party in proportion to the super built up area of the units purchased in the buildings of the project. The Deeds of Conveyance / Transfer of the Units in the new building shall be executed and registered on the basis of Power of Attorney(ies) issued by TELECOM and SIMOCO SYSTEMS in favour of SAMASTH or its nominated person(s).
- 3.22 SAMASTH and TELECOM agree to appoint SIMOCO SYSTEMS to construct building(s), market and sell the Units in the PROJECT apart from Units built in SIMOCO SYSTEMS' PREMISES / PROPERTY / LAND and SAMASTH and TELECOM shall pay construction cost and marketing fee of 4(Four) per cent on the value of each Unit exclusive of all applicable taxes, if any, to SIMOCO SYSTEMS for selling the same. Further SIMOCO SYSTEMS shall also be entitled to marketing fee of 4 (Four) per cent on Units built on its land. SIMOCO SYSTEMS shall devise its own plan for construction and marketing the said Units.
- 3.23 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 Units, to the extent of their respective areas with effect from the respective dates of taking over possession of their respective Units or from the date of their respective Deeds of Conveyance, whichever is earlier.

- 3.24 SAMASTH 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 be required for setting up transformer and sub-station and obtaining electricity connection(s) from electricity authority or otherwise.
- 3.25 SAMASTH shall for the 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 SAMASTH as per the law in force. Until such time as the Holding Association is formed SAMASTH shall be entitled to cause maintenance, management and administration of the buildings at the project site and look after the Common Purposes. The Unit Owners shall comply with the rules and / or regulations framed by SAMASTH. SAMASTH shall have no obligation with regard to maintenance if they do not punctually receive all dues from all concerned persons.
- 3.26 All the Unit Owners shall bear and pay proportionate share of Common Expenses, Maintenance Charges, Municipal rates and taxes and other outgoings in respect of their respective Units to SAMASTH INFOTAINMENT PRIVATE LIMITED / SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED as may be decided and upon formation to the Holding Association.
- 3.27 SAMASTH 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 TELECOM and SIMOCO SYSTEMS apart from the built up area in the Land owned by it, 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.
- 3.28 All Intending Buyers shall own and hold their respective Units 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 SAMASTH.
- 3.29 The Common Portions shall be used in common by SAMASTH and Intending Buyers.
- 3.30 The PROJECT shall named by the Parties mutually and the said name shall be prominently displayed at the site and on the new buildings, when completed.

Samasth Infotainment Pvt. Ltd.

Kamakhya Roy

Authorised Signatory

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- 3.33 The advertisement in respect of the PROJECT shall be done by SAMASTH. SAMASTH shall be entitled to sell all units including the Units of TELECOM and SIMOCO SYSTEMS through SIMOCO SYSTEMS as aforesaid more fully described in the SECOND SCHEDULE under Parts I, II and III hereinafter.
4. SAMASTH 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. TELECOM and SIMOCO SYSTEMS shall render all necessary assistance to SAMASTH for the said borrowed fund and sign and deliver such documents, papers, consents as be required.
5. The 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 all necessary assistance and sign and deliver such documents, papers, consents as be necessary in this regard.
6. TELECOM and SIMOCO SYSTEMS shall at all time allow SAMASTH to carry out the construction and development work on the said PROPERTY / PREMISES / LAND for the PROJECT, but that does not tantamount to handing over possession of the said PREMISES / PROPERTY / LAND to SAMASTH.
7. SAMASTH 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. TELECOM and SIMOCO SYSTEMS shall co-operate with SAMASTH to effectuate and implement this Agreement and they shall each issue Power of Attorney(ies) in favour of SAMASTH 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 SAMASTH to join as confirming parties in

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Kaunthera Bhat

Authorised Signatory

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any document that SIMOCO SYSTEMS may deem necessary for the development and / or sale 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 TELECOM and SIMOCO SYSTEMS shall not be entitled under any circumstance to terminate, cancel, revoke and / or rescind this Agreement. However, SAMASTH may assign all its rights in the Project in favour of any parties but before such right SAMASTH shall obtain consent from 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 SAMASTH for itself and the other two Land Owners, namely TELECOM and SIMOCO SYSTEMS and they shall be entitled to the sale process of the built-up area on the PREMISES / PROPERTY / LAND as mentioned in Para 3.16 and more fully described in the SECOND SCHEDULE and SAMASTH 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 TELECOM and SIMOCO SYSTEMS for the same at its exclusive cost without SAMASTH being required to contribute for the same, however, SAMASTH shall pay for the PREMISES / PROPERTY / LAND owned by them. SAMASTH shall be entitled to take necessary steps in this regard for and on behalf of and in the name of TELECOM and SIMOCO SYSTEMS. TELECOM and SIMOCO SYSTEMS hereby authorise and empower SAMASTH and its Authorised Representative(s) for the same.
12. The Deed(s) of Conveyance / Transfer including Agreements for Sale of Units and Deeds of Conveyance shall be prepared by the Advocates of SAMASTH and shall contain rights and obligations regarding the use and enjoyment of all constructed spaces of the Units in the Buildings of the Project on the PREMISES / PROPERTY / LAND and 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.

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Authorised Signatory

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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 Unit Owners of all the constructed spaces of the New Buildings. Legal fees payable by every Unit Owner of the New Buildings to the Advocates shall be at fixed by SAMASTH.
14. TELECOM and SIMOCO SYSTEMS shall grant to SAMASTH and / or its directors and / or nominees such Power of Attorney(ies) as may be deemed necessary concerning the PROJECT for enabling SAMASTH 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 SAMASTH hereunder. Under no circumstance, such authorisation shall be construed as handing over possession of the said PREMISES / PROPERTY / LAND to SAMASTH by TELECOM and SIMOCO SYSTEMS. The said Power of Attorney(ies) shall authorise SAMASTH 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 TELECOM and SIMOCO SYSTEMS will always confirm actions taken by SAMASTH and / or marketed by SIMOCO SYSTEMS as agreed upon in this reference and SAMASTH will deposit such receipts in their Bank Account(s) and utilise the same for the PROJECT.
15. A separate Power of Attorney shall be executed duly registered in favour of SAMASTH and / or SIMOCO SYSTEMS to perform such acts and deeds.
16. In the interest of the PROJECT, SAMASTH shall have the right to assign its rights in the Project to any other person / entity and TELECOM and SIMOCO SYSTEMS shall not object.
17. INDEMNITY
- 17.1 TELECOM and SIMOCO SYSTEMS doth hereby indemnify and agree to undertake to keep SAMASTH 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 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 TELECOM and SIMOCO SYSTEMS herein being found to be incorrect and / or

Samasth Infotainment Pvt. Ltd.

Kamlesh Kumar
 Authorised Signatory

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being not complied with and / or in case of any act, omission, breach or default by SAMASTH in terms this Agreement and / or other documents executed / to be executed by the PREMISES / PROPERTY / LAND Owners.

- 17.2 SAMASTH doth hereby agree to indemnify and agree and undertake to keep 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 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 SAMASTH in terms of this Agreement and / or other documents executed / to be executed by SAMASTH relating to the said PREMISES / PROPERTY / LAND. SAMASTH doth also hereby indemnify and agree and undertake to keep 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 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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Kamakhya Das

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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 2129, 2166, 2175 R.S. Dag Nos. 1372, 1373, 1375, 1376, 1377, 1378, 1379(P), 1380(P), 1381(P), 1403(P), 1405(P), 1406(P), 1410(P), P.S. Kashipur (formerly Bhangar), P.O Pithapukur under Bhagwanpur Gram Panchayat, District South 24 Parganas recorded / are being recorded with the Office of the BL&LRO, Bhangar in state of West Bengal totalling 173.32 Decimal equivalent to 1.733 Acre equivalent to 7013 sq.mt in Part I – 115.93 decimal equivalent to 1.1593 Acre equivalent to 4691.09 sq.mt. Part II 38.19 decimal equivalent to 0.3819 Acre equivalent to 1545.44 sq.mt. and Part III 19.21 decimal equivalent to 0.1921 Acre equivalent to 777.35 sq.mt.

PART – I

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

L.R. Khatian No. 2129

1. R.S. Dag No. 1406(P) 6.00 Decimal
2. R.S. Dag No. 1405(P) 12.92 Decimal
3. R.S. Dag No. 1378 16.20 Decimal
4. R.S. Dag No. 1377 12.09 Decimal
5. R.S. Dag No. 1376 9.00 Decimal
6. R.S. Dag No. 1375 15.00 Decimal
7. R.S. Dag No. 1379(P) 29.58 Decimal
8. R.S. Dag No. 1380(P) 9.00 Decimal
9. R.S. Dag No. 1381(P) 0.78 Decimal
10. R.S. Dag No. 1403(P) 5.36 Decimal

T O T A L - 115.93 Decimal equivalent to 1.1593 Acre equivalent to 4691.09 sq.mt.

(TOTAL ONE HUNDRED FIFTEEN POINT NINETY THREE DECIMAL)

PART – II

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

Samasth Infotainment Pvt. Ltd.

Kanahide P. M.

Authorised Signatory

P.T.O

L.R. Khatian No. 2166

1. R.S. Dag No. 1410(P) 11.71 Decimal
2. R.S. Dag No. 1406(P) 02.64 Decimal
3. R.S. Dag No. 1375 02.43 Decimal
4. R.S. Dag No. 1373(P) 17.18 Decimal
5. R.S. Dag No. 1372(P) 4.23 Decimal

T O T A L 38.19 Decimal equivalent to 0.3819 Acre equivalent to 1545.44 sq.mt.

(TOTAL THIRTY EIGHT POINT NINETEEN DECIMAL)

PART - III

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

L.R. Khatian No. 2175

1. R.S. Dag No. 1380(P) 04.44 Decimal
2. R.S. Dag No. 1377 06.00 Decimal
3. R.S. Dag No. 1376 08.77 Decimal

T O T A L 19.21 Decimal equivalent to 0.1921 Acre equivalent to 777.35 sq.mt.

(TOTAL NINETEEN POINT TWENTY ONE 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, 1416

ON THE WEST : 12m wide Road

Samasth Infotainment Pvt. Ltd.

Kamlesh Singh

Authorised Signatory

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT 168 (One Hundred Sixty Eight) no. Of UNITS covering 1,51,624.83 (One Lac Fifty One Thousand Six Hundred Twenty Four and Eighty Three) square feet Built-up area of 'Proposed 3 nos. 3BHK (G+7) Storied Residential Building' out of total FAR as 2.1 on the Land owned by SAMASTH, TELECOM and SIMOCO SYSTEMS more fully described in Parts I, II and III of the FIRST SCHEDULE. Units to be built on the land owned by SAMASTH, TELECOM and SIMOCO SYSTEMS respectively are given below:

PART-I

I. SAMASTH

160 (One Hundred Sixty) Units consisting of 3 (Three) Bedroom with 1 (One) Living Room- Dining Room, 2 (Two) Toilets, 1 (One) Verandah admeasuring 810 (Eight Hundred Ten) Sq.Ft., with Car Parking Space admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each (85 nos. Covered and 11nos. Open) as per sanctioned plan.

PART-II

II. TELECOM

5 (Five) Units consisting of 3 (Three) Bedroom with 1 (One) Living Room - Dining Room, 2 (Two) Toilets, 1 (One) Verandah admeasuring 810 (Eight Hundred Ten) Sq.Ft., with / without Car Parking Space admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each (3nos. Covered and 2nos. Open) as per sanctioned plan.

PART-III

III. SIMOCO SYSTEMS

3 (Three) Units consisting of 3 (Three) Bedroom with 1 (One) Living Room - Dining Room, 2 (Two) Toilets, 1 (One) Verandah admeasuring 810 (Eight Hundred Ten) Sq.Ft., with / without Car Parking Space admeasuring 134.5 (One Hundred Thirty Four point Five) Sq.Ft. each (2nos. Covered and 1no. Open) as per sanctioned plan.

Samasth Infotainment Pvt. Ltd.

Kamala Devi
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THE THIRD SCHEDULE ABOVE REFERRED TO:

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

A. CIVIL WORKS :

1. **FOUNDATION :** 3BHK: 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.
4. **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 Salbailah 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
b)	Living / Dining	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.

e)	Parking Area Road	40mm thick IPS Flooring in silver grey colour with grid & outside parking with grass block. Metal road with black top.
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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 :**
- OVERHEAD WATER TANKS:** RCC Water Tanks with capacity as per Architect's Design & constructed over the stair head room maintained suitable distance.
 - INTERNAL WATER PIPES:** UPVC Pipes with GI accessories of standard make concealed in the wall surface.
 - EXTERNAL WATER PIPES:** UPVC Pipes of suitable diameter of standard make as per Architect's Design.
 - SOIL & WASTE WATER PIPES :** CPVC/UPVC Pipes of standard make as per Architect's Design.
 - EXTERNAL WASTE :** Stone Ware pipe of standard make.
 - RAIN WATER PIPES :** UPVC /CPVC Pipes of standard make.
 - 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.
 - Seat Cover for EPWC –Standard make.
 - SANITARY FITTINGS :**
 - Control Valves – Gun Metal Ball Valves of standard make.

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Authorised Signatory

- 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.

Samasth Infotainment Pvt. Ltd.

Kamalishu Potug

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 :

Kamalendu Patra

SAMASTH INFOTAINMENT PRIVATE LIMITED
Godrej Genesis Building (2nd Floor)
Block-ep & Gp, Sector-v,
Salt Lake Electronics Complex, Kol-91

EXECUTED AND DELIVERED by SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED

at Kolkata in the presence of :

Sanjoy Kumar Ghosh

SIMOCO Telecommunications (South Asia) Ltd.
Block-EP & GP Sector-V
Salt Lake, Calcutta-700091

EXECUTED AND DELIVERED by SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED

at Kolkata in the presence of :

Debabrata Das

Simoco Systems & Infrastructure Solutions Ltd.
Godrej Genesis Building (2nd Floor)
Block-ep & Gp, Sector-v,
Salt Lake Electronics Complex, Kol-91

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

Soubhik Chakraborty

SOUBHIK CHAKRABORTY
ADVOCATE

No. F/1234/1329 of 2007
(SOUBHIK CHAKRABORTY)

Advocate

High Court at Calcutta
Kolkata-700001

Enrollment No - F/1234/1329 of 2007

Ujjwal Mandal
310 - Nitish Mandal
Jodh Bahim, Hatgacha
PS - K.L.C, New Town
Kolkata - 700156

Samasth Infotainment Pvt. Ltd.



Kamalendu Patra

Authorised Signatory







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Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. BHANGAR, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 01299 / 2015, Deed No. (Book - I , 01313/2015)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Kamalendu Polley Godrej Genesis Building, 2 Nd Floor, Block E P & G P, Saltlake Electronics Complex, V, Thana:-Electronic Complex, District:-North 24-Parganas, WEST BENGAL, India, Pin :-7	 10/03/2015	 LTI 10/03/2015	<i>Kamalendu Polley</i> 10/03/15

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sanjoy Kumar Ghosh Address -Godrej Genesis Building, 2 Nd Floor , Block E P & G P, Saltlake Electronics Complex, V, Thana:-Electronic Complex, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091	Self	 10/03/2015	 LTI 10/03/2015	<i>Sanjoy Kumar Ghosh</i>
2	Aloke Kumar Das Address -Godrej Genesis Building, 2 Nd Floor , Block E P & G P, Saltlake Electronics Complex, V, Thana:-Electronic Complex, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091	Self	 10/03/2015	 LTI 10/03/2015	<i>Aloke Kumar Das</i>
3	Kamalendu Polley Address -Godrej Genesis Building, 2 Nd Floor, Block E P & G P, Saltlake Electronics Complex, V, Thana:-Electronic Complex, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091	Self	 10/03/2015	 LTI 10/03/2015	<i>Kamalendu Polley</i>

Name of Identifier of above Person(s)
 Ujjwal Mandal
 Village:Jothbhim, Hatgachha, Newtown,
 Thana:-Kolkata Leather Camp, District:-South
 24-Parganas, WEST BENGAL, India, Pin :-700156

Signature of Identifier with Date

Ujjwal Mandal.
10/03/2015

(Ashis Kumar Biswas)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BHANGAR
Office of the A.D.S.R. BHANGAR



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

Endorsement For Deed Number : I - 01313 of 2015
(Serial No. 01299 of 2015 and Query No. 1621L000002955 of 2015)

On 10/03/2015

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 5, 5(f) of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 14.00/-, on 10/03/2015

(Under Article : ,E = 14/- on 10/03/2015)

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,12,87,033/-

Certified that the required stamp duty of this document is Rs.- 20010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 20020/- is paid , by the draft number 584269, Draft Date 10/03/2015, Bank : State Bank of India, GHATAKPUKUR, received on 10/03/2015

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

Presented for registration at 12.06 hrs on :10/03/2015, at the Office of the A.D.S.R. BHANGAR by Kamalendu Polley , Claimant.

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

Execution is admitted on 10/03/2015 by

1. Sanjoy Kumar Ghosh
Managing Director, Simoco Telecommunications (South Asia) Limited, Godrej Genesis Building, 2 Nd Floor, Block E P & G P, Saltlake Electronics Complex, V, Thana:-Electronic Complex, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091.
, By Profession : Business
2. Alope Kumar Das
Authorised Representative, Simoco Systems And Infrastructure Solutions Limited, Godrej Genesis Building, 2 Nd Floor, Block E P & G P, Saltlake Electronics Complex, V, Thana:-Electronic Complex, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091.
, By Profession : Business

Samasth Infotainment Pvt. Ltd.

Kamalendu Polley
Authorised Signatory

(Ashis Kumar Biswas)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BHANGAR



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

Endorsement For Deed Number : I - 01313 of 2015
(Serial No. 01299 of 2015 and Query No. 1621L000002955 of 2015)

3. Kamalendu Polley

Authorised Representative, Samasth Infotainment Private Limited, Godrej Genesis Building, 2 Nd Floor, Block E P & G P, Saltlake Electronics Complex, V, Thana:-Electronic Complex, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091.

, By Profession : Business

Identified By Ujjwal Mandal, son of Nitish Mandal, Village:Jothbhim, Hatgachha, Newtown, Thana:-Kolkata Leather Camp, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700156, By Caste: Hindu, By Profession: Others.

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

Samasth Infotainment Pvt. Ltd.

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 4
Page from 2306 to 2338
being No 01313 for the year 2015.



AK
(Ashis Kumar Biswas) 10-March-2015
ADDITIONAL DISTRICT SUB-REGISTRAR OF BHANGAR
Office of the A.D.S.R. BHANGAR
West Bengal

Samasth Infotainment Pvt. Ltd.
Kamalendu Kumar
Authorised Signatory