



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

83AA 047870

AGREEMENT

THIS AGREEMENT TO SELL (the 'AGREEMENT') is made at KOLKATA on this 28th day of April' 2015.

AMONG

- (I) **SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED** (CIN: U72200WB2007PLC115201), (hereinafter referred to as "**SIMOCO SYSTEMS**"), a public limited company incorporated under the Companies Act, 1956, which expression shall, unless excluded by or repugnant to the meaning or the context thereof, be deemed and having Registered Office at Godrej Genesis Building, 2nd Floor, Block EP & GP, Sector-V, Salt Lake Electronics Complex, Kolkata - 700091 P.S. Electronics Complex to mean and include its successors, executors, subsidiaries, associate and assigns of the PARTY OF THE "**FIRST PART**";

AND

P.T.O

Simoco Systems & Infrastructure Solutions Ltd.

Atul Kumar Das
Authorised Signatory

Shrestha Singh

(II) **Ms. SHRESTHA DEY**, daughter of Mr. SHYAMA PADA DEY resident of C/o S.P.Dey, Charu Villa Baidya Para. Sonarpur, Kolkata-700150,"JOINTLY WITH" **Mrs. BITHIKA DEY** (wife of Mr. SHYAMA PADA DEY) mother of Ms. SHRESTHA DEY, resident of C/o S.P.Dey, Charu Villa Baidya Para. Sonarpur, Kolkata-700150, hereinafter referred to as **CO-APPLICANT** jointly and severally referred to as the "**PURCHASER(S)**" which expression unless excluded by or repugnant to the context or meaning thereof, shall mean or include his/her/their heir(s), executor(s), administrator(s), and successor(s) of the "**SECOND PART**".

SIMOCO SYSTEMS and **PURCHASER (S)** are hereinafter individually referred to as the "**PARTY**" and collectively referred to as the "**PARTIES**".

WHEREAS SAMASTH INFOTAINMENT PRIVATE LIMITED (hereinafter referred to as "**SAMASTH**") vide Development Agreement dated 17.03.2015 with the executed amongst : **SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED**(hereinafter referred to as "**TELECOM**") having Registered Office at Block EP & GP, Sector – V, Salt lake Electronics Complex, P.S. Electronics Complex, Kolkata – 700091 , and **SG AQUA & GARDEN FRESH PRIVATE LIMITED** (hereinafter referred to as "**SG AQUA**"),**SG COMPUTECH LIMITED**(hereinafter referred to as "**SG COMPUTECH**") both having Registered Office at Sughandha More, NH-2, By Pass , Delhi Road, Chinsurah , Pin: 712102, West Bengal for the land owned by all of them , all situate at Satuli P.S. Kashipur, Dist. 24 Parganas (South) recorded with the Office of the BL & LRO at Bhangar for development with permission to SIMOCO SYSTEMS to market and sell Flats / Units in the Project more fully described below;

WHEREAS SIMOCO SYSTEMS is empowered to sell Flats / Units in the housing project which is being built under the name and style, '**SANHITA**' and sell the said Units / Flats in the PROJECT;

WHEREAS the **PURCHASER(S)** has applied vide **Application No.614153** dated **22.03.2014** for allotment of a residential Apartment (hereinafter referred to as the '**FLAT / UNIT**' in the said housing project);

WHEREAS the **PURCHASER(S)** has full knowledge of the applicable laws, notifications, rules and regulations applicable to the said land/housing project and has fully satisfied himself/herself of the authority of **SIMOCO SYSTEMS** to sell the Flats / Units in the buildings built in the land owned and having right, title and interest in the land owned by **SG AQUA, TELECOM and SG COMPUTECH** respectively of the interest and role of **SIMOCO SYSTEMS** in the said PROJECT;

WHEREAS in pursuance of the aforesaid application for allotment by **SIMOCO SYSTEMS** allotted a Flat / Unit to the **PURCHASER(S)** who has / have certified and is / are satisfied with records which entitle **SIMOCO SYSTEMS** to enter this Agreement;

WHEREAS the **PURCHASER(S)** has represented and warranted to **SIMOCO SYSTEMS** that the **PURCHASER** has the power and authority to enter into and perform this Agreement;

AND WHEREAS the parties have agreed to the terms and conditions of sale/purchase of the Flat / Unit as set forth hereinafter:

AND NOW THEREFORE THIS AGREEMENT WITNESSTH AS UNDER:



Shrestha Dey

ARTICLE 1**AREA****1.a Apartment / Flat / Unit :**

That SIMOCO SYSTEMS hereby agrees to sell unto the PURCHASER(S) and the PURCHASER(S) hereof agrees to purchase **Flat No. 1A** on the **1st Floor, Block 3B27** having super built-up area of approx. 916 Sq. Ft. (subject to increase /decrease of 2.5% which will not affect the total consideration in any way) consisting of 3 (Three) Bed Rooms, 1(one) Living / Dining Room, 1(one) Kitchen, 2 (Two) Toilet, 1 (One) Verandah together with proportionate undivided share of the land owned by SG AQUA, TELECOM and SG COMPUTECH, (hereinafter referred to as said Flat / Unit) as identified in the Plan approved by the Appropriate Authority situate at Satuli, P.S. Kashipur under Bhagawanpur Garm Panchayat, Dist. South 24 Parganas which SAMASTH grants to the PURCHASER. SIMOCO SYSTEMS will not entertain any request for modification in the internal layout of the Flat(s) and external facade of the Block(s)/Building(s). The Block position may be changed subject to change of Master Plan.

1.b Super Built-up Area:

That the term 'Super Built-up Area' shall mean and include the covered area, verandah and balcony, inclusive of the area under periphery walls, area under the columns and walls, area utilised for services, viz. area under staircase, circulation area, walls, lifts, shafts, passages, corridors, lobbies and refuge areas.

1.c Actual commencement of construction of the project shall be formally announced.

ARTICLE 2**SALE CONSIDERATION****2.a Sale Price:**

THAT in pursuance to allotment of the said Flat to the PURCHASER(S), the PURCHASER(S) paid to SIMOCO SYSTEMS a sum of Rs 15,99,000/- (Rupees Fifteen Lacs Ninety Nine Thousand only) as the total consideration of the Flat / Unit (hereinafter referred to as the 'consideration'). The sale consideration is inclusive of basic price but exclusive of any taxes including Service Tax which may be levied by the appropriate Authority. Taxes as applicable shall always be recoverable from the PURCHASER(S).

2.b Details of the Total Consideration :

THAT of the Total Consideration the PURCHASER(S) has already paid a sum of Rs. 3,54,978/- (Rupees Three Lacs Fifty Four Thousand Nine Hundred Seventy Eight Only) (towards Application Money of Rs. 25,000/- and Allotment Money of Rs.3,29,978/-) as Earnest Money to SIMOCO SYSTEMS and the PURCHASER(S) also paid Rs.12,44,022/- (Rupees Twelve Lacs Forty Four Thousand Twenty Two only.) as balance of Consideration, the receipt whereof SIMOCO SYSTEMS hereby admits and acknowledges.



Shrestha Dey

2. c. Payment Plan

THAT the PURCHASER agrees to pay the balance amount of the consideration as per the payment plan herein below.

One (1) Two Wheeler Parking (Optional):	
Immediately after Allotment of Parking Space	25,000.00
One (1) Four Wheeler Parking (Optional):	
Immediately after Allotment of Parking Space	1,70,000.00
Corpus Deposit (Mandatory) :	
On Possession Notice	25,000.00

1. Power cost from the supply agency will be borne by PURCHASER(S) on actual.
2. Legal Fees, Stamp Duty & Registration Charges shall be borne by PURCHASER(S) on actual.
3. Charges for standby power to be charged extra on proportionate basis.
4. Taxes / Duties / Cess etc. (Present and / or Future) will be extra, as applicable.
5. Club with all modern amenities available at extra cost to be decided later which will not exceed Rs.25,000.00 (Rupees Twenty Five Thousand only).
6. Errors and omissions excepted (E.& O.E).

All Service Charges shall be subject to Service Tax and all payments specified in the Payment Schedule shall be exclusive of applicable taxes which shall be borne by the PURCHASER(S) only.

In the event PURCHASER fails to pay the balance consideration or in the event of any delay in payment of any instalment(s) and / or other charges, in accordance with the payment plan, the PURCHASER(S) shall be liable to pay interest calculated from the due date of outstanding amount @ 18% per annum compounded quarterly.

THAT if any of the demand draft(s), Bankers' Cheque(s) or cheque(s) deposited by the PURCHASER(S)



Shrestha Dny

is / are dishonoured for any reason whatsoever, SIMOCO SYSTEMS shall be fully entitled, at its sole option, to cancel the Allotment of the Flat and forfeit the earnest money and recover / adjust other charges, interest, etc. payable by the PURCHASER(S).

THAT in the event the PURCHASER(S) is desirous to withdraw at any point of time due to any reason, he may submit his application for withdrawal and the amount deposited by him till the date of application will be refunded after deducting 30%.

2. d. Time is Essence:

THAT the timely payment of each instalment and other charges shall be the essence of this transaction. It shall be incumbent on the PURCHASER(S) to comply with the terms of payment and / or other terms and conditions of allotment as stipulated herein.

2. e. Adjustment of Instalments:

THAT it is agreed between the parties that SIMOCO SYSTEMS shall have the right to adjust the instalment amount received from the PURCHASER(S) first towards the interest and other sums, if any, due from the PURCHASER under this agreement and the balance, if any, shall be towards the purchase consideration.

2.f. Failure / Delay in Payment:

THAT in the event PURCHASER(S) fail to pay any instalment(s) with the interest within 90 (ninety) days, from due date, SIMOCO SYSTEMS shall have the right to cancel the allotment and refund the amount deposited till date after deducting 30%, by the PURCHASER(S) and the PURCHASER(S) shall be left with no right, claim or lien on the said Flat / Unit. The amount paid, if any, over and above the Earnest Money / Application amount shall be refunded by SIMOCO SYSTEMS without interest after adjustment of 30% of total amount lying as deposit till date, or any other charge due from the PURCHASER(S).

2. g. Application and Allotment amount (Earnest Money) :

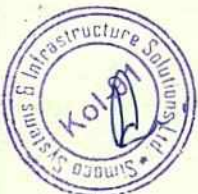
THAT the payment of Earnest money / Application and Allotment amount to ensure fulfilment of the terms and conditions as contained in the application and this Agreement, an amount of Rs 3,54,978/- (Rupees Three Lacs Fifty Four Thousand Nine Hundred Seventy Eight only) payable as per para 2.a above shall always be deemed to have been paid by the PURCHASER(S) as and by way of Application and Allotment amount (Earnest Money).

2. h. Calculation of Consideration:

THAT the consideration for the aforesaid Flat / Unit is calculated on the basis of super built-up area as defined in Para 1.b above.

2. i. Alteration in the Lay out Plan and Designs:

- i) That SIMOCO SYSTEM shall have the right to effect suitable alteration in the lay out plan, if and



Shrestha Singh

when found necessary or as required by the concerned regulatory authorities. Such alteration may include change in location, preferential location, number, increase or decrease in the number of Flat(s) / Unit(s), floor, block or area of the Flat(s) / Unit(s). To implement such change and if considered necessary, the developer may also execute a supplementary document with the purchaser(s).

Provided, however, if as a result thereof, there be any change in the location, preferential location, number, boundary or area of the said Flat(s) / Unit(s), such change in the area shall inter-alia entail proportionate increase or decrease in the Consideration of the built-up Flat(s) / Unit(s) at the original rate at which the Flat(s) / Unit(s) was booked.

- ii) THAT the designs and specifications as fixed for the Flat(s) / Unit(s) in the event of paucity or non-availability of any material, SIMOCO SYSTEMS shall have the right to use alternative material / article but of equally good quality. Opinion of SIMOCO SYSTEM'S Architects on such changes shall be final and binding on the PURCHASER(S).
- (iii) THAT in case during the course of construction and/or after the completion of the complex, further construction on any portion of the land or building or terrace becomes necessary SIMOCO SYSTEMS shall have the exclusive right to take up or complete such further construction as belonging to SIMOCO SYSTEMS notwithstanding the designation of any common area as limited common areas or otherwise. In such a situation, the proportionate share of the Purchaser in the common area facilities and limited common areas and facilities shall stand varied accordingly. Further all the residuary rights in the proposed Project shall continue to be remaining with SIMOCO SYSTEMS till such time as the same or the part thereof are allotted or otherwise transferred to any particular person/ organization or to the Association of owners of the Project.

2. j. Payment of Charges and Costs:

- i) That the PURCHASER(S) shall pay the concerned authority for Electric Metre installation charges, security thereof and the energising charges.
- ii) That all costs, charges and expenses payable for all instruments to be executed in favour of the PURCHASER(S), including Deed(s) of Conveyance / Transfer, registration charges and other related charges shall be borne and paid by the PURCHASER(S) only.
- iii) Further, if there is any additional levy, rate or charge of any kind attributable to the Flat(s) / Unit(s), as a consequence of any Order of Government / Statutory or other Local Authority, the same, if applicable, shall also be payable by the PURCHASER(S), on pro-rata basis as much of it becomes applicable on the PURCHASER(S).
- iv) That the Consideration amount of the Flat(s) / Unit(s) mentioned in Clause 2. a. is Firm and that there shall be no escalation after allotment of the Flat / Unit.



Shrestha

2. k. Parking space:

THAT the PURCHASER(S) shall be allotted by lottery with 1 (one) Parking Space (Four Wheeler / Two Wheeler) for exclusive use in the said Project after payment of cost, the PURCHASER(S) shall not have any ownership right over the parking space allotted to him / her / them. It shall be a right to use only which shall stand automatically transferred along with the transfer of the Flat / Unit.

That the PURCHASER(S) shall not use the Parking space provided for any purpose other than the parking of the private car of the PURCHASER(S).

ARTICLE 3**MAINTENANCE****3. a. Maintenance Agreement:**

- i) THAT the PURCHASER(S) hereby agrees and undertakes that it shall enter into a separate Maintenance Agreement with the Maintenance Agency appointed or nominated by SIMOCO SYSTEMS, which shall maintain the common Areas and facilities of the Housing Project for a period of one year after completion of the Project, as it may not be possible to transfer the responsibility of maintenance to Flat owners immediately. In case the Flat / Unit owners association is not in a position to take charge of the maintenance after the aforesaid period of one year the maintenance agency appointed or nominated by SIMOCO SYSTEMS may continue to provide the services as mutually agreed between the maintenance agency and the association.
- ii) THAT the scope of maintenance and general upkeep of various common services within the Building shall broadly include Operation and Maintenance of Lifts. Operation and maintenance of Generators including Diesel, Maintenance of Fire fighting system, Garbage disposal & upkeep of common areas, Water supply, Sewerage system, Common areas lighting. The Services outside the Flat / Unit but within the Project area shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls / Fencing, Horticulture, Drainage System, Common Area Lighting, Water Supply, General Watch and Ward within the Complex. The PURCHASER(S) shall and hereby agrees to enter into a Maintenance Agreement with SIMOCO SYSTEMS or the maintenance Agency nominated by SIMOCO SYSTEMS prior to taking possession of the said Apartment. Limited power back-up facility shall be provided for each Flat and the consumption charges thereof shall be included in the monthly maintenance bills, which the Purchaser(s) would be liable to pay.
- iii) THAT the PURCHASER(S) shall be required to pay to SIMOCO SYSTEMS / Maintenance Agency maintenance charges as payable per sq. feet per month, inclusive of applicable service tax towards maintenance charges in advance for 12 months at the time of taking possession of the said Flat(s) / Unit(s). In case of failure in making payment of maintenance charges, the



Shrestha

PURCHASER(S) shall be liable to pay interest @ 18% p.a. for the period of delay. The PURCHASER(S) shall also pay as payable per sq.ft. of the Super Built-up Area of the Flat(s) / Unit(s) towards repairing of external facade of the building in addition sinking fund will be created and will be paid extra by the PURCHASER(S) for replacement, for refurbishing, major repairs of the plants and equipment etc. installed in the Project area or towards any unforeseen contingency in future. The PURCHASER(S) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.

3.b. THAT the PURCHASER(S) undertakes to become a member of the Apartment Owners' Association and shall continue to pay the maintenance charges as determined by the said Association from the date the Complex is handed over to the said Association.

3.c. Electricity, Water, Water Connection Charges and Maintenance Deposit:

i) THAT the PURCHASER(S) shall pay to SIMOCO SYSTEMS, Electricity, Water and Sewerage connection charges and contingency Deposit. Purchasers shall pay to SIMOCO SYSTEMS Interest Free Maintenance Security Deposit @ Rs. *per sq.ft. of the Super Built-up Area. However, on formation of Association of Apartment Owners the balance fund available in this Account shall be transferred to the Association. *(to be decided later on)

ii) Water supply is to be made available by Municipality / Authority. After handing over of the common areas and facilities of the PROJECT, the Flat Owners' Association shall make necessary correspondence with the concerned Authority for getting water supply connection. The said Association will be solely responsible for maintenance of the pump house and water line grid within the cluster. However certain infrastructure may be common with other dwelling Flat(s) / Unit(s) within the Project area, the maintenance and / ownership of which will lie in the hands of an Apex Body, an Association so formed or through any other arrangement which SIMOCO SYSTEMS finds most suitable.

iii) Internal wiring for electrification will be provided for each Flat / Unit. However, the PURCHASER(S) will have to apply to WBSEDCL.

3. d. That so long as the maintenance and replacement charges are paid regularly, as provided in these presents, the PURCHASER(S) or anyone lawfully claiming under him / her shall be entitled to the use of common facilities. In the event of default of such payments, it shall not be open to the PURCHASER(S) to claim user or any right to the common facilities and in such an event SIMOCO SYSTEMS in its sole discretion may stop the user of such common facilities and services by the PURCHASER(S) Occupant of the Flat. The use of such common facilities shall be permitted again as soon as the breach is rectified and payments are made in accordance with various presents as contained herein and / or in the maintenance agreement.

3. e. Watch and Ward arrangement:

THAT the Watch and Ward arrangement are proposed to be provided in the housing project. Accordingly, SIMOCO SYSTEMS / Maintenance Agency shall have a free hand to restrict the



Shrestha

entry of outside persons into the housing project. The Provision of such Watch and Ward service would, however not create or fix any liability on SIMOCO SYSTEMS / Maintenance Agency, for any mishap caused by any miscreant.

3. f. Internal Maintenance / Insurance

That it is understood by the PURCHASER(S) that the internal maintenance of the Flat as also its insurance shall always remain the responsibility of the PURCHASER(S).

ARTICLE 4

POSSESSION OF APARTMENT

4.a Possession:

- (i) That SIMOCO SYSTEMS shall make its best endeavours to deliver the possession of the Flat / Unit to the Purchaser (S) within 36 (Thirty Six) months with a grace period of 6 (Six) months from the date of allotment subject to payment of total consideration , other payments mentioned aforesaid along with applicable Taxes and Levies by the PURCHASER. The PURCHASER(S) further agrees that the Company shall additionally be entitled to a period of 180 (One Hundred and Eighty) days (Grace Period) after the expiry of the said Commitment Period to allow for unforeseen delays in obtaining the Occupation Certificate etc., from the Government under the Act in respect of SANHITA subject to 'Force Majeure' circumstances and after all dues in respect of the Flat / Unit including stamp duty and registration charges as applicable have been paid. It is, however, understood between the Parties that various Blocks comprised in the housing project shall be ready and completed in phases and after completion, the Flat(s) / Unit(s) shall be handed over to the PURCHASER(S) in the respective Blocks.
- ii) THAT SIMOCO SYSTEMS shall be entitled to reasonable extension in giving possession of the Flat to the PURCHASER(S) in the event of any default or negligence attributable to the PURCHASER(S) or non compliance of any of the Terms & Conditions of Allotment by the PURCHASER(S) as specified herein.
- iii) Subject to the conditions contained herein, if SIMOCO SYSTEMS fails to offer possession of the said Flat / Unit to the PURCHASER(S) BY THE END OF THE Grace Period, it shall be liable to pay to the PURCHASER(S) compensation calculated at the rate of Rs.5/- (Rupees Five only) per Sq.Ft. of the super Built-up area for every month of delay thereafter until the actual date fixed SIMOCO SYSTEMS for handing over possession of the said Flat / Unit to the PURCHASER.

4. b. Notice of Possession of Flat:

That SIMOCO SYSTEMS shall give notice to the PURCHASER(S) regarding the date on which SIMOCO SYSTEMS would be effecting Possession of Apartment to the PURCHASER(S). The



Shrestha Dey

PURCHASER(S) shall himself or through its Agent or Attorney take delivery of the Flat within 30 (thirty) days from the issuance of final notice of possession. In the event the PURCHASER(S) fails to accept and take over possession of the Flat / Unit within the time as notified in the notice, the delivery of the Flat shall be deemed to have been taken by the PURCHASER(S) on the date indicated in the notice. After taking possession or deemed possession of the Flat / Unit, the PURCHASER(S) shall not be entitled to put forward any claim against SIMOCO SYSTEMS in respect of any item of work in the said Flat / Unit which may be said not to have been carried out or completed by SIMOCO SYSTEMS.

4. c. Change in Specifications:

- i) THAT the allotment of the Flat / Unit is subject to alteration necessitated during the construction of the Flat / Unit. SIMOCO SYSTEMS in pursuance thereof reserves the right to effect suitable and necessary alterations in the layout plan, which may involve change in the position and boundary of the Flat. If due to such change, there is any increase / decrease in the super built-up area, the revised price shall be calculated at the original rate at which the Flat / Unit was booked for allotment.
- ii) THAT it is understood by the PURCHASER(S) that there could be variations in the Super Built-up Area of the Flat or its location and in such an event, no claim, monetary or otherwise, will be entertained or accepted by SIMOCO SYSTEMS, except that the original rate per sq.mt. / sq. ft. and other charges will be applicable on any increase or decrease in the area. SIMOCO SYSTEMS shall be liable to refund without interest the extra price and other additional proportionate charges recovered from the PURCHASER(S), if applicable and SIMOCO SYSTEMS shall be entitled to recover from the PURCHASER(S) the additional price and other proportionate charges, without interest, as the case may be. The PURCHASER(S) shall satisfy himself in respect of the design, specifications, fittings etc. used by SIMOCO SYSTEMS in the Flat / Unit at the time of delivery of the Flat / Unit.

ARTICLE 5

RIGHTS AND OBLIGATIONS OF THE PURCHASER(S)

5. a. Fire Safety:

THAT at present the fire safety measures in the housing project and the Flats / Units have been planned as per existing Fire Safety Norms. If, however, due to any subsequent Central or Local Legislation(s) / Government Regulations/Orders or directives or guidelines it becomes obligatory on SIMOCO SYSTEMS to undertake additional fire safety measures, it is consented by the PURCHASER(S) that he/she shall be liable to pay proportionate additional charges in respect of such additional measures.



Shrestha Ary

5. b. Express Rights:

THAT it is agreed between the parties that save and except in respect of the Flat to be allotted to the PURCHASER(S), the PURCHASER(S) shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress / egress over or in respect of the Project area, open spaces and all or any of the common areas and the basement of the of the housing project.

5. c. Common Area Possession:

That the possession of the common areas shall remain with SIMOCO SYSTEMS who shall through the Maintenance Agency appointed by it, supervise the maintenance and upkeep of the same until those are taken over by the Apartment Owners' Association.

5. d. Electricity, Water and Sewerage Charges:

It is also agreed between the parties that the PURCHASER(S) herein shall apart from the price consideration of the Flat mentioned in Clause 2. a also pay to SIMOCO SYSTEMS :

- i) Electricity connection charges, electrical infrastructure cost and Security Deposit charge and any other additional facility charges for standby power (purchase of Generator, installation and commissioning charges), Water and Sewerage connection charges.
- ii) Proportionate contribution towards additional facilities or amenities, if any, to be installed or provided in the project apart from those mentioned.

5. e. Entry Regulations:

It is in the interest of the PURCHASER(S) to help the maintenance agency in effectively keeping the Flat / Unit and Project secured in all ways. For the purpose of security, the maintenance agency shall be free to restrict and regulate the entry of visitors into the PROJECT.

5. f. Nuisance and annoyance:

That the PURCHASER(S) shall not use Flat / Unit for such activities, as are likely to be of nuisance, annoyance or disturbance to other occupants of the project or those activities which are against law or any directive of the Government or the local authority.

5. g. Permitted Use:

The PURCHASER(S) shall always use the Flat / Unit for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and / or assets of other occupants or the equipment in the Project or the Flat / Unit for any activity which may be immoral or illegal.

5. h. Internal Security

It is expressly understood that the internal security of the Flat / Unit shall always be the sole responsibility of the PURCHASER(S).



✓ Shrestha Dey

5. i. Flat's Interior Maintenance & Insurance:

THAT the PURCHASER(S) shall carry out the maintenance and interiors of the Flat / Unit at its own cost. The insurance of the Flat / Unit as well as the interiors of the Flat / Unit shall be the responsibility of the PURCHASER(S) and SIMOCO SYSTEMS shall not in any case be held liable for any damages or loss occurred on account of any neglect or omission of the PURCHASER(S) or any act of the Third Party.

5. j. Signage:

THAT the PURCHASER(S) shall not display any name, address, signboard, advertisement material, etc. on the external facade of the Flat / Tower/ Block as also the project.

5. k. Compliance of Laws:

THAT the PURCHASER(S) shall abide by the laws of land, including the local laws and directions of the Statutory Authorities and terms and conditions of Allotment. In case any penalty or fine is imposed by Government/ Statutory or other Local Authority for violation of any law by the PURCHASER(S), the same shall be paid and satisfied by the PURCHASER(S).

5. l. Taxes and Levies:

i) THAT all taxes including Service Tax, levies, assessments, demands or charges levied or leviable in future on land or the buildings or any part of the Project shall be borne and paid by the PURCHASER(S) in proportion to the area of the Flat.

5. m. Alterations in the Flat:

- i) THAT the PURCHASER(S) shall not make any such additions or alterations in the Flat / Unit as may cause blockage or interruption in the smooth flow of common areas and facilities within the project and / or to cause any structural damage or encroachment on the structures of the Building(s) in the project.
- ii) THAT the PURCHASER(S) has agreed that it shall not sub-divide or demolish any structure of the Flat / Unit or any portion thereof or cause to make any construction in the Flat / Unit without the prior approval and consent of SIMOCO SYSTEMS or the local authority, if required. The PURCHASER(S), however, undertakes that it shall not divide/sub-divide the Flat / Unit in any manner. The PURCHASER(S) shall also not change the colour and facade of outer walls of his/her Flat / Unit.

5. n. Transfer, Change of Nominee(s):

i) THAT the PURCHASER(S) may get the name of his/her nominee substituted in his/her place in the records of SIMOCO SYSTEMS, with prior approval of SIMOCO SYSTEMS. which may, in its discretion, permit the same on such conditions and payment of Rs. 30/- (Rupees Thirty only) per sq. ft. of super built-up area of the Flat / Unit. Such permission shall be in conformity with law and the guidelines issued by the Local Authorities, if any, in this regard.



Shrestha

- ii) THAT the PURCHASER(S) shall not assign, transfer, lease or part with possession of the Flat / Unit without taking 'No Dues Certificate' from the Maintenance Agency appointed by SIMOCO SYSTEMS or the Association as the case may be.

5. o. Bulk supply of Electricity:

THAT if the permission to receive and distribute bulk supply of electricity in the said Project is received by SIMOCO SYSTEMS or its nominated Maintenance Agency or the Association, the PURCHASER(S) herein undertakes to abide by all the conditions of the sanction of bulk supply and to pay on demand, proportionate share of all deposits or charges paid or payable by the Agency to whom permission to receive bulk supply and distribute the same is granted. Subject to the forgoing, the PURCHASER(S) shall execute a Power of Supply Agreement and / or any other document as may be required for this purpose, containing the requisite terms and conditions.

5. p. Association of Owners:

THAT the PURCHASER(S) undertakes to join the Association of Flat Owners as may be formed by SIMOCO SYSTEMS on behalf of the Flat Owners and to pay any fee, subscription charges, thereof and to complete such documentation and formalities as may be required and / or deemed necessary by SIMOCO SYSTEMS for this purpose, failing which the same shall be treated as unpaid portion of the consideration payable by the PURCHASER(S) herein for the said Flat / Unit and the Deed(s) of Conveyance / Transfer of the said Flat / Unit may be withheld by the Company till full payment thereof is received by SIMOCO SYSTEMS /Maintenance Agency. Application Form, Form for formation of the Association, Declaration and Membership form to be executed by the PURCHASER(S) at the appropriate time, for the purpose of allotment as a member of the Association, are attached hereto as Annexure 'C to F'.

5. q. Further Papers, Applications, Declarations etc.:

THAT the PURCHASER(S) shall from time to time sign all applications, papers, documents, maintenance agreement and other relevant papers as required, in pursuance to this transaction and to do all acts, deeds and things as SIMOCO SYSTEMS may require in the interest of the Project, Flat / Unit Owners, Occupant and / or SIMOCO SYSTEMS.

5. r. Agreement to Sell:

THAT the PURCHASER(S) may be required to pay stamp duty and other registration costs as applicable under the laws on this Agreement in case it is registered.



Shrestha

5. s. Further Obligations:

- i) THAT the PURCHASER(S) herein shall not have any right over and in respect of the covered and uncovered open spaces and / or parking spaces on the ground floor at the said Building /Complex, save and except the parking spaces as are specifically agreed / sold to the PURCHASER(S) by SIMOCO SYSTEMS. The uncovered and / or covered parking spaces and open spaces on the ground floor of the PROJECT shall always be deemed to remain in SIMOCO SYSTEMS who will be entitled to sell or otherwise dispose of the same at its discretion.
- ii) THAT the PURCHASER(S) shall not be entitled to any right in respect of other Flats / Units and spaces at the said Project save the right to use the common parts as may be necessary for the ingress and egress of men and materials to and from the said Flat(s) / Unit(s) and / or utility pipes, cables and lines to be installed in the said Flat(s) / Unit(s).
- iii) THAT after the PURCHASER(S) has been delivered possession of the said Flat by SIMOCO SYSTEMS, the PURCHASER(S) herein shall hold, occupy, possess and enjoy the same, subject to the various terms, conditions and covenants contained herein.

ARTICLE 6

REPRESENTATION AND OBLIGATION OF SIMOCO SYSTEMS

- 6.a THAT SIMOCO SYSTEMS undertakes to allow the PURCHASER(S) to hold, use and enjoy the Flat(s) / Unit(s) and every part thereof without creating any unreasonable interruption either by itself or by any person or persons claiming under, for or on to its behalf.
- 6.b THAT in case the PURCHASER(S) wants to avail of a loan facility from its employer or financing bodies to facilitate the purchase of the Flat allotted, SIMOCO SYSTEMS shall facilitate the process subject to the following:
 - (i) The terms of the financing agency shall exclusively be binding and applicable upon the PURCHASER(S) only.
 - (ii) The responsibility of getting the loan sanctioned and disbursed as per SIMOCO SYSTEM'S payment schedule will rest exclusively on the PURCHASER(S). In the event of the loan not being sanctioned or disbursement getting delayed, the payment to SIMOCO SYSTEMS, as per schedule, shall be ensured by the PURCHASER(S).
- 6.c THAT SIMOCO SYSTEMS has the right to raise the finance from any bank/ financial institution/ body corporate and for this purpose create equitable mortgage of the said 'Land' in favour of one or more of such of institutions and for such an act the PURCHASER(S) shall not have any objection and the content of the PURCHASER(S) shall be deemed to have been granted for creation of such charge during the construction/development of the Project. Notwithstanding the foregoing SIMOCO SYSTEMS undertakes to get such a charge, if created on the said Flat vacated before execution of the Deed of Conveyance in favour of the PURCHASER(S).



Shrestha Singh

ARTICLE 7

INDEMNITY

7. THAT the PURCHASER(S) shall abide by the terms and conditions of the Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Agreement, the PURCHASER(S) shall be liable for consequences in respect thereof, if any loss is occasioned due to the act or negligence of the PURCHASER(S), the PURCHASER(S) shall indemnify SIMOCO SYSTEMS for such an act which has occasioned the loss.

ARTICLE 8

GENERAL

8. a. Force Majeure:

THAT if the completion of the Flat(s) / Unit(s) is delayed for reasons of 'Force Majeure' which inter-alia include delay on account of non- availability of steel, cement or any other building material or water supply or electric power back-up or slow down strike or due to dispute with the construction agency employed by SIMOCO SYSTEMS, civil commotion or war or criminal action or earthquake or any act of God, delay in certain decision / clearances from the statutory bodies or any notice, order rule or notifications of Government or any other public or competent authority or any change in the policy of the Government / Statutory Bodies for any other reason beyond the control of SIMOCO SYSTEMS or any of the aforesaid events, SIMOCO SYSTEMS shall be entitled to a reasonable extension of time stipulated for delivery of possession of the Flat. SIMOCO SYSTEMS also reserves the right to enter / alter other terms and conditions of allotment in the event of any such contingency, as aforesaid, and if the circumstance is beyond the control of SIMOCO SYSTEMS, SIMOCO SYSTEMS may defer or suspend the project for such period as it may consider expedient and the PURCHASER(S) agrees that in such an event no compensation or damage of any nature whatsoever will be claimed by the PURCHASER(S) for such delay or suspension.

8. b. Documentation for transfer:

THAT the Deed(s) of Conveyance / Transfer of the Flat(s) shall be executed and registered in favour of the PURCHASER(S) after the Flat(s) have been constructed and the entire consideration together with all other dues and deposits, etc. has been received by SIMOCO SYSTEMS. The Deed(s) of Conveyance / Transfer will be drafted by Advocates (M/s. J.C. Ghosh & Co., Advocates, 265, B.B. Ganguly Street, Kolkata – 700012) of SIMOCO SYSTEMS and shall be in such form and contain such particulars as shall be approved by SIMOCO SYSTEMS. If the PURCHASER(S) do not get the Deed executed and registered within the date notified, the cost and consequences of the same, including taxes / penalties levied by any Authority will be to the



✓ Shrestha

account of PURCHASER(S). Each PURCHASER(S) also be required to pay to SIMOCO SYSTEMS documentation charges @ 1 (One) per cent plus Service Tax (as applicable) of total consideration of the Flat / Unit and Parking(s) before taking possession of Flat / Unit the PURCHASER(S) will be required to pay stamp duty, registration charges and other related charges as may be levied by the Government from time to time for registration of Deed of Transfer of their respective Flats.

- 8.c. The PURCHASER(S) acknowledges and accepts that the building construction is being developed in phases and the PURCHASER(S) shall not raise objection and impediment. The PURCHASER(S) accepts the common area infrastructure and facilities development may not be complete and / or operational as on the date of possession of the Flat / Unit.

ARTICLE 9

FEMA

9. THAT the PURCHASER(S), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA), and / or all applicable provisions notified by the Government from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. PURCHASER(S) shall furnish the required declaration to SIMOCO SYSTEMS on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall, however, be made in Indian Rupees.

ARTICLE 10

BREACH

10. THAT should the PURCHASER(S) fail to perform or observe all or any of the stipulation(s) contained herein, SIMOCO SYSTEMS shall have the right to cancel the Allotment and the Earnest Money with the accrued interest or delayed payment and / or any other charge due from the Purchaser(s), if any, shall be retained by SIMOCO SYSTEMS.

ARTICLE 11

APPLICABLE LAW AND JURISDICTION

- a) This Agreement shall be construed and the legal relation between the parties shall be determined and governed as per the laws of India.
- b) That all disputes / issues arising out of and / or concerning this transaction will be subject to the exclusive jurisdiction of the Courts at Kolkata.



Shrestha Singh

ARTICLE 12

ARBITRATION

- a) THAT ALL disputes or differences arising out of this Agreement shall be mutually discussed and settled between the Parties.
- b) HOWEVER, disputes or differences arising out of and / or in connection with the transaction / Agreement, which cannot be amicably settled, shall be finally decided and resolved by Arbitration as per the provisions of Arbitration and Conciliation Act, 1996.
- c) That the venue of Arbitration shall be at Kolkata and the Award of the Arbitrator(s) shall be rendered in English.

ARTICLE 13

REGISTRATION OF ADDRESS

THAT in the event of joint PURCHASER(S), all communication, demand, notice(s) etc. shall be served by SIMOCO SYSTEMS on the PURCHASER(S) whose name appears first and at the address furnished by him /her which shall for all purposes be considered as service on all the PURCHASER(S) and no separate communication shall be sent to the other named PURCHASER(S). It shall be the responsibility of the PURCHASER(S) to inform SIMOCO SYSTEMS by Registered with A.D. / Speed Post with A.D. about all subsequent change in his / her address, if any, failing which demand notices and letters posted at the earlier registered address will be deemed to have been received by him / her at the time when those should ordinarily reach such address.

ARTICLE 14

REGISTRATION OF FLAT(s)/UNIT(s)

- a) It will be SIMOCO SYSTEM's endeavour to execute and register the Deed(s) of Conveyance / Transfer of the said Flat(s) / Unit(s) after completion of the Project and handing over the same to the PURCHASER(S). The Deed(s) of Conveyance / Transfer will be drafted by the Advocate of SIMOCO SYSTEM and shall be in such form and contain such particulars as will be approved by SIMOCO SYSTEMS. No request for any changes, whatsoever, in the Deed(s) of Conveyance / Transfer will be entertained. SIMOCO SYSTEMS will serve notice on the PURCHASER(S) mentioning a date to execute and register the Deed(s) of Conveyance / Transfer after the project completion and if the PURCHASER(S) fails or neglects to get the Deed(s) of Conveyance / Transfer registered on the date notified, a penalty of Rs.1000/- per month will be recovered by SIMOCO SYSTEMS from the PURCHASER(S) till the month in which the registration of the Deed(s) of Conveyance / Transfer is completed. SIMOCO SYSTEMS shall have the right to cancel the allotment in case the PURCHASER(S) fails to have



Shrestha Dey

the Deed(s) of Conveyance / Transfer registered within one year from the date notified to the PURCHASER(S). Upon such cancellation, the amounts received from the PURCHASER(S) will be refunded without any interest but after deduction of 30% of total amount paid till date plus applicable Service Charges and Taxes.

- b) The PURCHASER(S) will be required to pay, on demand, to SIMOCO SYSTEMS or to the Concerned Authorities, as may be so decided by SIMOCO SYSTEMS applicable stamp duty and registration charges for execution of the Deed(s) of Conveyance / Transfer of the said Flat / Unit.
- c) The PURCHASER(S) will also be required to pay to SIMOCO SYSTEMS towards legal fees, documentation and development charges. Be it noted that in case of bank loan disbursed in favour of the PURCHASER(S), SIMOCO SYSTEMS will hand over the I.G.R to the respective banker on registration, and the PURCHASER(S) shall not raise any objection in this regard.
- d) This agreement has been prepared by Advocate(s) appointed by the Company who shall draw all papers, documents and drafts required for and / or in connection with the various common purposes relating to the said building. The PURCHASER(S) have agreed to and shall be liable to make payment of fees to Advocate(s) @ 1% (One) per cent calculated upon the total Consideration Money plus Service Tax as applicable.



P.T.O

Shrestha Dey

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED AND DELIVERED BY

For **SIMOCO SYSTEMS & INFRASTRUCTURE SOLUTIONS LIMITED**

Simoco Systems & Infrastructure Solutions Ltd.

(Aloke Kumar Das)
Authorised Signatory

(ALOKE KUMAR DAS)

Authorised Signatory
For Self & Constituent Attorney of
SAMASTH INFOTAINMENT PRIVATE LIMITED
SIMOCO TELECOMMUNICATIONS (SOUTH ASIA) LIMITED
SG AQUA & GARDEN FRESH PRIVATE LIMITED
SG COMPUTECH LIMITED
PARTY OF THE FIRST PART

Witness:

SIGNED AND DELIVERED BY

Shrestha Sry

PURCHASER

Witness:

Shrestha Sry