Quei3 8-09054/15



क्षियव्श्रा पश्चिम बंगाल WEST BENGAL

U 850380

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 17 th day of Augual 2015

BETWEEN

(1) SALIM MAKKAR (PAN: AEOPM4916K), (2) ABUBACKER MAKKAR (PAN- AJYPA7335B) (3) SM. RABIA MAKKAR (PAN: AFCPM0424P), Sl. Nos. 1 and 2 sons and No. 3 widow of Late Karukunnath Abubacker Makkar, (4) SM. SHAHANAS SALEEM (PAN: ASHPS9508A), wife of Salim Makkar, (5) SM. NAJMA YUSUF (PAN- ABJPY8431F), daughter of Late KaruKunnath Abubacker Makkar, Nos. 1 to 5 all by faith Muslim, all by Nationality - Indian, all by occupation Landholder and all of 25 B, Royd Street, Police Station- Park Street, Kolkata-700016 and (6) M/S. SOUND OF ARTS INTERNATIONAL a partnership firm duly registered under the Indian Partnership Act, 1932 with the aforesaid Salim Makkar and Abubacker Makkar as its only two partners and having its place of business at Flat No. 9, 2nd Floor, Commerce House, 2, Ganesh Chandra Avenue, Kolkata-700013, Sl. Nos. 1 to 6 hereinafter jointly referred to as the "OWNERS" (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include the repugnant to the executors, successors, administrators, legal representatives and transferees of the individual Owner Nos. 1 to 5 and successors-in-interest, legal representatives and transferees of Owner No. 6 firm) of the FIRST PART.

Certified that the document is admitted to registration. The signature sheet/sheets & the podorsement sneet/sheets attached with this document are the part of this document.

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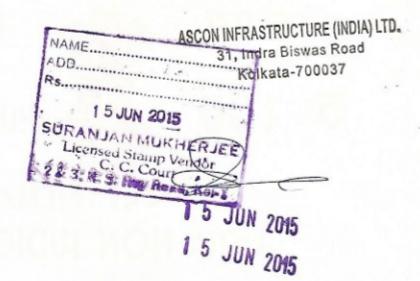
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Additional District Sub-Registrer Rajarnat, New Town, North 24-Pgs.

.17 AUG 2015



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Additional District Sub-Registrar Rajarhat, New Tewn, North 24-Pgs

17 AUG 2015

AND

M/S. ASCON INFRASTRUCTURE (INDIA) LIMITED (PAN: AAHCA7166K) being a company within the meaning of the Companies Act, 2013 and having its registered office at 31, Indra Biswas Road, Calcutta — 700037 and represented by its Director Mr. Laxman Jaiswal (PAN NO.ACSPJ6338E) son of Late Basdeo Jaiswal, by faith Hindu, occupation business, nationality Indian, presently residing at 31, Indra Biswas Road Kolkata-700037, P.O. Belgachia, P.S. Tala, Dist: North 24 Parganas, West Bengal pursuant to a resolution of its Board of Directors dated 09.04.2015 hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include its successors, legal representatives, transferees and transgress) of the SECOND PART.

WHEREAS the developer was called known and recognized as M/S. ASCON INFRASTRUCTURE (INDIA) PVT LTD prior to 23.12.2014.

AND WHEREAS one Karukunnath Abubacker Makkar acquired by virtue of purchase for valuable consideration through several duly registered conveyances, substantial vacant lands in Mouza-Hatiara in the then District of 24 Parganas and exercised his right of absolute ownership in respect thereof without any let hindrance claim question or demand being raised by anybody in this behalf.

AND WHEREAS after the death of the said Karukunnath Abubacker Makkar who died intestate, his heirs upon intestacy being his two sons Salim Makkar and Abubacker Makkar and his sole widow Sm. Rabia Makkar as also his sole daughter Sm. Najma Yusuf being Owner Nos. 1,2,3 and 5 herein inherited such vacant lands purchased by the said deceased.

AND WHEREAS the Owner No. 1 Salim Makkar himself also purchased vacant land for valuable consideration through registered conveyance in the same vicinity and which was adjacent and analogues to the lands purchased by his heirs as aforesaid and similarly owner No.2 Abubacker makkar also separately purchased for valuable

consideration a separate piece of vacant land in the same vicinity of and adjacent and analogous to the lands purchased as aforesaid by his father and brother as aforesaid.

AND WHERAS the owner No.3 Sm. Rabia Makkar had purchased jointly with her husband as aforesaid and also independent vacant land for valuable consideration through registered conveyance in the same vicinity of the aforesaid lands which were adjacent analogous to the aforesaid lands purchased by her husband and two sons as aforesaid.

AND WHEREAS Sm. Najma Yusuf, the Owner No.5 herein had also individually purchased for valuable consideration though registered conveyance vacant land in the vicinity of and adjacent and analogous to the other lands which were purchased by her father, brothers and mother as aforesaid.

AND WHEREAS in the circumstances aforesaid the Owner Nos.1,2,3 and 5 became the joint owners by inheritance and also owner through individual purchases as aforesaid of a block of land which could be used as one single plot of land as all the purchased lands were analogous and adjacent to one another.

AND WHEREAS subsequently the Owner No.4 herein Shahanas Saleem being the wife of the Owner No. 1 independently and individually purchased for valuable consideration through several conveyances pieces of vacant land which were in the vicinity of and adjacent and analogous to the earlier lands held by the successors of Karukunnath Abubackar Makkar being the owner nos. 1, 2, 3 and 5 herein.

AND WHEREAS the owner No. 6 M/S. Sound of Arts International being a partnership firm (whose partners have all along been and now are only the owner Nos. 1 and 2 herein) purchased in its name for valuable consideration though several registered conveyances pieces to vacant land which were adjacent and analogous to the other lands purchased as aforesaid by various persons of Makkar family being the Owner Nos.1, 2, 3, 4 and 5, herein.

AND WHEREAS in the circumstances aforerecited all the owners became individual owners and/or co-owners of various plots of lands purchased by them individually,

jointly or obtained by them through inheritance as aforesaid which were all adjacent analogous to one another and which could be used as a single block of land and the area of this single block of land which was calculated as per the areas given in the schedules of the various conveyances mentioned above came to 155 cottahs 6 chittacks 24 square feet.

AND WHEREAS the 6 owners exercised their right of ownership in respect of the said single block of land measuring 155 cottahs 6 chittacks 24 square feet as per several conveyances as aforesaid, without any let hindrance claim question or demand being raised by anybody in this behalf.

AND WHEREAS the Owners had made same constructions in the aforesaid lands purchased by them as aforesaid including a building in the North-West corner thereof.

AND WHEREAS all the Owners herein applied for and obtained amalgamation certificate of their respectively owned plots of land together with construction thereon as aforesaid in to a single amalgamated property and such amalgamation was granted and amalgamation certificate has been issued by the local Rajarhat Gopalpur Municipality on 17.11.2011 converting the said plots of land and constructions thereon into one single plot of land which has been recorded to contain an area of 156 cottahs 6 chittacks 24 square feet which area is recorded in the said amalgamation certificate issued by Rajarhat Gopalpur Municipality.

AND WHEREAS the 6 Owners herein have mutated their names as the joint owners of the said amalgamated property recorded to have an area of 156 cottahs 6 chittacks 24 square feet in the records of Rajarhat Gopalpur Municipality and taxes in respect of the amalgamated property have been paid up to date.

AND WHEREAS in the circumstances aforesaid the 6 Owners have jointly become the Owners of the said recorded 156 cottahs 6 chittacks 24 square feet of land with the structures standing thereof (which is for the sake of brevity hereinafter referred to as the demised premises and is more particularly described in the schedule below) and irrespective of their individual shares in the demised premises the Owners have jointly the absolute ownership right in respect of the demised premises and the owners

themselves have not parted such right of absolute ownership of the demised premises or any portion thereof to anyone else and as such the owners jointly have full right to deal with the demised premises in its entirety.

AND WHEREAS the Owners had represented and assure the developer herein that the Owners themselves were in physical possession and control of the entire demised premises is bounded by a boundary wall along the perimeter of the demised premises and the Director of the Developer had inspected the demised premises including the said boundary wall and had ascertained that it is possible to use and exploit the demised premises in its entirety as one single block and/or one single property.

AND WHEREAS the Owners and all of them had always the intention of developing the demised premises and with this end in view they entered into two memorandii of understanding with one Messers. Bengal Multiple Projects Private Limited which were ultimately cancelled and substituted by a proper development agreement dated 01.08.2011 between the 6 owners herein and the said Messers. Bengal Multiple Projects Private Limited and in the wake of the said development agreement the 6 owners herein granted two registered general powers of attorney in favour of Mr. Arjun De, one the directors of Messes. Bengal Multiple Projects Private Limited.

AND WHEREAS the 6 Owners herein duly performed their obligations which were to be performed by the in terms of the said development agreement till date but the said developer Messers. Bengal Multiple Projects Private Limited defaulted in performing its obligations there under by reason of which the owners have cancelled and/or rescinded the said development agreement and gave notice of such cancellation to the said company and further the Owners by 2 separate registered deeds of cancellation of general power of attorney both dated 20.01.2012 duly cancelled and revoked the said two general powers of attorney in favour of Mr. Arjun Dey and the honours have along given notice of such cancellation of the general powers of attorney to Mr. Arjun Dey and the owner's have also tendered the entire sum receive by them from M/S. BENGAL MULTIPLE PROJECTS PRIVATE LIMITED as per the said development agreement together with interest to the said company.

AND WHEREAS in the facts said circumstances aforesaid the owner became totally free to deal with the demised premises in its entirety and the demised premises in the otherwise totally unencumbered and there is no impediment or bar in the circumstances aforesaid for the owners to deal with this property and the Owners jointly entered into an agreement with the developer in its previous name on 20.01.2012 whereby the developer entered into possession of the demised premises and has done the preliminary work towards the development project.

AND WHEREAS the parties feel it necessary to record the terms of the development project finally agreed upon.

NOW THIS AGREEMENT WITNESSETH that the parties hereto have agreed to the following terms and condition.

- 1. It is specifically agreed and recorded that all the six owner's herein do hereby jointly as well as severely appoint the developer as the developer for the full development of the demised premises more particularly described in the schedule below and this agreement shall be deemed to be a principal to principal agreement, and the developer shall not be deemed to be an agent of any of the owners and it is made clear that in so far as subsequent dealings involving the development projects envisaged there in all the six owners shall be represented by the owner No.1. Mr. Salim Makkar and the developers shall be presented by its director Mr. Laxman Jaiswal and the representation made and decisions taken and understanding arrived at and / or all consultation between the owners and the developer shall be done together Mr. Salim Makkar and Mr, Laxman Jaiswal, and all acts done and/ or all negotiations arrived and between Mr. Salim Makkar and Mr. Laxman Jaiswal shall be fully binding upon all the other owners and the developer shall not be entitled to challenge any act done by either of such representation which shall be the result to the negotiations and understanding between the said two representatives.
- It is record that all the six owners have executed duly registered general power
 of attorney of even dated in favour of the said Mr. Laxman Jaiswal in capacity as the
 director of the developer and it is specifically recorded herein that notwithstanding what
 may be stated in the said general power of attorney, the Owners and none of them shall

be entitled to cancel and/or revoke the same during the pendency of the development project save as specifically provided hereinafter and after the full completion of the development project, including sale to different intending purchasers of units and obtaining of completion certificate and/or occupancy certificate the said general power of attorney shall stand automatically cancelled. Provided further that the Developer or the said Mr. Laxman Jaiswal shall not use or cause to be used the said general power of attorney for any other purpose other than for augmenting the development project envisaged herein and in the event, such general power of attorney is wrongfully used causing loss, detriment and prejudice to the Owners, or not for furtherance of the development project or is used in a manner causing loss or prejudice to the rights of the owners in terms of this development agreement then the Owners shall be entitled to cancel the said power of attorney but not otherwise.

- 3. It is specifically agreed and recorded that the development project, notwithstanding the area that is actually recorded in the records of the municipality or in the amalgamation certificate dated 17.11.2011 or as per schedule of various sale deeds through which the Owners have acquired ownership interest, shall be strictly in respect of the land within the boundary wall of the demised premises, as aforesaid which has been verified by way of joint measurement.
- 4. It is agreed and recorded that the Owners and all of them have made out a clear marketable title in respect of the demised premises free from all encumbrances whatsoever, to the satisfaction of Mr. Swapan Kumar Mallick, Advocate, and it is further agreed and recorded that during the continuance of this development agreement, the Owners shall not deal with and/or create any sort of third party interest in respect of the demised premises either by entering into any agreement or entering into any transaction or negotiation, except as is specifically provided herein, and the Owners shall not in any way create any problem for or interfere with the work of development project to be carried on by the Developer in terms of this development agreement and if the owners commits any default in this behalf, then the Developer shall be entitled to cancel this development agreement, whereupon the entire costs, charges and expenses incurred by the Developer in the Development project till the date of cancellation, shall have to be paid by the Owners with interest at 2% per month or part thereof and further together with compensatory damages to the Developer.

- 5. It is agreed and recorded that the owners have obtained sanction of a site plan and a scheme plan from the Rajarhat Gopalpur Municipality and various other permissions and sanction have already been obtained for construction of a B+S+G+5 storied building blocks and all costs, charges and expenses in this behalf have been paid and borne by the developer.
- The developer shall at its own costs take all steps to ensure that the demised premises is maintained and protected and none trespasses into any portion thereof.
- The responsibility of repairing, maintaining and ensuring that the demised premises remains bounded by a continuous boundary wall will be that of the Developers at its own cost.
- 8. The parties records that the composite building standing in the North-West corner of the demised premises shall be utilised by the Developer and shall be demolished as the last phase of the development project and the salvaged building materials and debris shall belong to the owners.
- The Developer has already started the construction works.
- 10. It is specifically agreed and recorded that within 4 (four) years from the start of construction work of the development project, the Developer shall fully complete the development project and it shall be the responsibility of the Developer to obtain completion certificate or occupation certificate, and all costs, charges and expenses of whatever nature may be including costs of labour and materials shall be paid and borne exclusively by the Developer and the Owners and none of them shall have any liability or responsibility in this behalf, and this time schedule shall be strictly followed, unless the developer is prevented by reasons beyond its control, and if the Developer is presented by reasons beyond its control to adhere to the time schedule then this time shall stand extended for the period such reason exists.
- 11. The Developer shall also remain responsible for meeting the claims of any local body or any organisation that may have to be paid and also for compensation to be paid

by reason of any accident or otherwise during the development project, and the Developer shall remain responsible for any unauthorised construction, and the Owners and none of them shall have any liability or responsibility in this regard, or bear any costs, charges or expenses.

- 12. The Owners shall pay all municipal taxes and all other outgoings in respect of the demised premises upto the date of delivery of possession by the Owners to the Developer and after that all municipal taxes and all other outgoings shall be paid and borne exclusively by the Developer, and the Owners and none of them shall have any liability for payment of the same after such date till the time of delivery of possession of the Owner's allocation as stated hereinbelow and upon obtaining possession of the Owner's allocation or any part thereof the Owners' shall pay or cause to be paid proportionate share of such taxes and expenses.
- 13. The Developer shall be fully entitled to use the existing facilities in the demised premises and the Owners shall not raise any objection in this regard.
- 14. The Developer shall be fully entitled to advertise the development project and to invite purchasers and/ or transferees for various units of the Development project in the new buildings to be constructed in accordance with this development agreement, and the Developer shall also be entitled to receive booking money, advances and / or earnest money or part payment of consideration in respect of the said development project.
- 15. The Developer shall be fully entitled to authorise the intending purchasers and/or transferees of various units of the development project to obtain loans or financial assistance from banks or financial institutions for purchase of such units, and the Owners shall give their consent or no objection, if required in this behalf. Provided always that this agreement itself shall be deemed to be consent or no objection on the part of the Owners in this behalf. Provided further that the Owners and none of them shall have any liability to pay costs in this matter.
- 16. It is recorded that at or before the execution of this agreement, the Developer has paid to the owners jointly a sum of Rs. 5,00,001/- (Rupees Five Lakh One) only on 07.01.2012, Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakhs) only on 20.01.2012,

Rs. 25,00,000/- (Rupees Twenty Five Lakhs) only on 12.06.2013, Rs. 35,00,000/- (Rupees Thirty Five Lakhs) only on 06.07.2013, Rs. 20,00,000/- (Rupees Twenty Lakhs) only on 02.12.2013, Rs. 10,00,000/- (Rupees Ten Lakhs) only on 15.09.2014, Rs. 10,00,000/- (Rupees Ten Lakhs) only on 18.09.2014, Rs. 15,00,000/- (Rupees Fifteen Lakhs) only on 27.09.2014 by cheque or bank draft drawn in favour of the owners making the total amount paid by the Developer to the owners in respect of this Development project all by way of interest free security deposit or advance.

- 17. It is recorded that notwithstanding anything stated in any agreement or document between the parties hereinbefore the terms of this agreement shall be binding on the parties and all earlier terms agreed upon shall be deemed to be overridden by this agreement PROVIDED that all acts, deeds and things already done by either party prior to date hereof in respect of this development project shall stand accepted and ratified as it acts deeds and things done in terms of this agreement.
- 18. It is specifically agreed and recorded that in consideration of the owners transferring and/or selling proportionate share or interest in the land of the developer's allocation as mentioned below, the owners shall obtain the owner's allocation constructed by the Developer and apart from this Owners' allocation the owners shall not have in any further claim or demand whatsoever either against the property in question or against the Developer and the Developer shall also have no claim against the Owners except the exploitation of the Developer's allocation and the value of the share of land of the Developer's land shall constitute the consideration of the cost of construction of the Owners' allocation irrespective of the actual value.
- 19. It is agreed and recorded that notwithstanding anything contained in any other agreement or document prior to this date, the OWNER'S ALLOCATION shall be as follows:-
- a) Out of a total sale price of any unit be it a residential unit or a commercial unit or car parking space the total sale price shall be divided in ratio 40%: 60%:: Owner's: Developers for the B+S+G+5 floor. Provided that the total sale price for the purposes of this clause shall be calculated at the sum after deducting from the gross sale price the cost of publicity and the charges of the Marketing Agency commission as an when paid

which shall have to be paid to the appointed marketing agency being M/S. Sanjjog Properties Pvt. Ltd. or any other marketing agency that may be appointed at the sole discretion of the Developer and on terms agreed to at the sole discretion of the Developer.

- b) Out of such owner's allocation to be determined as per clause (a) above 15% from out of the owner's allocation of 40% of the total sale price shall be deducted and taken by the Developer till the total liquidation of the interest free adjustable advance already taken by the owners and after such liquidation, the owners shall be entitled to obtain the full 40% of the total sale price as stated above.
- c) The Developer shall keep accurate true and faithful accounts in respect of all sale transactions and the total sale price shall be inclusive of booking money, earnest money and all part payments of consideration, and the owners shall have a right to inspect such accounts.
- d) The Developer shall pay to the owners all sums falling to the owner's allocation as calculated in a manner stated above on a monthly basis by the 7th of each English calendar month and the owners acting through Mr. Salim Makkar shall be at full liberty to verify the accounts kept by the Developer.
- e) It is further agreed and recorded that the aforesaid monthly payment of the owner's allocation shall be made by the Developer by separate cheques issued in the name of the 6 owners in following ratio of the amounts payable as the owner's allocation and it is recorded that the undernoted ratio are inclusive of the ratio obtained by Sm. Rabia Makkar, Salim Makkar, Abubackar Makkar and Najma Yusuf by way of intestate successors of Late Karukunnath Abubacker Makkar as per Muslim laws of succession:-

i) Salim Makkar	18.67%
ii) Abubacker Makkar	18.67%
iii) Sm. Rabia Makkar	17.75%
iv) Sm. Shahanas Saleem	5.73%
v) Sm. Najma Yusuf	10.33%
vi) M/S Sound Of Arts International	28.85%

Following are the areas of land owned by several owners

SALIM MAKKAR	0.38 acre
ABUBACKER MAKKAR	0.36 acre
SM. RABIA MAKKAR	0.42 acre
SM. SHAHANAS SALEEM	0.13 acre
SM. NAJMA YUSUF	0.21 acre
M/S. SOUND OF ARTS INTERNATIONAL	0.73 acre
KARUKUNNATH ABUBACKER MAKKAR	0.29 acre

- 20. It is agreed and recorded that the balance exploitation value and/or income on any other account whatsoever same and except the owner's allocation stated above shall belong absolutely to the Developer and shall constitute the Developer's allocation.
- 21. It is specifically agreed and recorded that apart from what is stated in clause 19 & 20 above if any further construction is made by the Developer over and above permissible F.A.R. as per sanctioned plan, and any additional floor is constructed in any building block above B+S+G+5 floors, then in that event for this additional construction, the Owners shall obtain by way of additional Owner's allocation 30% of such additional construction and the Developer shall obtain by way of additional Developer's allocation in this additionally constructed portion shall be 70%, but the Owners shall not have any liability for any costs or otherwise in this behalf. However, it is recorded that the Developer has not given any guarantee for making any construction over and above the permissible F.A.R. and further that such additional Owners' allocation shall not in any way affect the original Owners' allocation or the other terms and conditions of this development agreement, and there shall be no time limit fixed for making such additional construction, construction in the permitted area as per F.A.R. to be consumed in the several B+S+G+5 building blocks shall be strictly adhered to by the Developer.

- It is recorded that the interest free security deposit shall be repaid in cash by the Owners.
- 23. It is specifically agreed and recorded that for progressing with and completing the development project, the developer shall be fully entitled to engage any Architect, Engineer, Supervisor, masons, labourers or any other workmen and also give subagency or sub-contract to anyone, at its absolute discretion, and the owners shall have no concern regarding the same, and all costs, charges or remuneration and wages or any other sum in this behalf, shall be paid by the Developer alone, and the owners shall not have any liability or responsibility in this behalf of any nature whatsoever. Provided always that the responsibility of the Developer to the Owners and the obligations of the Developer under this agreement, shall not in any way by varied or be altered or diminished by reason of engaging any sub agent, sub-contract or any other personnel in the development project.
- 24. It is agreed and recorded that although the time is the essence of this contract, but if the Developer is prevented by sufficient cause or reason beyond its control, such as change in legislation, act of God, local agitation, disturbance or due to any order of court obtained by any one, or due to reasons not contemplated at present, then the time for completion of the project by the Developer shall be extended for the period such reason or cause exists and the total time for completion of the development project or any phase thereof shall stand extended to this extent.
- 25. It is recorded that the Developer shall cause maintenance to be done in respect of the Development project, and shall arrange for providing amenities and facilities to the purchasers at the first instance, and the Owners shall pay or cause to be paid the proportionate maintenance cost of the owners' allocation upon botanize possession of the same.
- 26. It is recorded that while effecting maintenance, the Developer shall be fully entitled to come to any terms and conditions with the intending purchasers for providing maintenance until a body or association is formed for the purpose of effecting future maintenance and such owners of different portion shall be cause to pay future maintenance to such association and contribute proportionate cost for forming such

association and shall be bound to be members thereof and also observe and/or perform all rules, regulations and by-laws of such body or association in the same manner as owners of different units and the original title deeds of the demised premises which have been handed over by the owners to Mr. Swapan Kumar Mullick, Advocate shall remain in his custody during the continuance of this Development project and the same shall be handed over to the body or association upon completion of the development project.

27. In the event the Developer fails to perform its obligations under this agreement at any stage, the Owners shall give notice to the Developer does not rectify such defect within 30 days or such notice, then the Owners shall be entitled to cancel this agreement, whereupon the Developer shall cease to have any right in respect of the agreement and the Owners shall be at liberty to proceed with the development project through any other agency. Provided always that upon cancellation of such agreement, the owners shall be bound to pay to the Developer all costs, charges and expenses incurred by the Developer till that time, and only thereafter the owners shall be entitled to have the development project completed through any other agency.

28. It is recorded that in case of dispute or difference between the parties, especially as to whether the Developer or the Owners have committed any default of their respective obligations under this agreement or otherwise or if the Developer has been prevented by sufficient cause from adhering to the time schedule mentioned in this agreement in this agreement or the quantum of sums that may have to be paid by any party to the other, the parties shall attempt to amicably settle such dispute but if they fail to amicably settle the same, then all such disputes shall be referred to the sole arbitration of Mr. Lutful Haque, Advocate, High Court, Calcutta and such arbitration shall be made in English Language at Calcutta under Arbitration and Cancellation Act, 1996 or statutory modifications thereof.



THE SCHEDULE ABOVE REFERRED TO Description of Property

ALL THAT piece and parcel of presently amalgamated into a single property land containing an area of 2 Acre 52 Dec. (as per parcha) and on actual measurement it is found to be 156 cottahs 6 chittaks 24 sq. ft. (as per physical possession) be the same a little more or less together with the structures and building at present standing thereon being and situated at Mouza Hatiara, J L No. 14, Touzi no. 1074 and 169, R.S no 188 and 189 previous R.S Khatian no. 1820, 1614, 1376, 863, 1066, 2114, 1419, 1418, 1273, 1299, 1416 and previous LR Khatian nos. 3048, 1442, 2091, 2092, 2093, 2094, 2096, 2097, 2098, 2099, 2109, 3050, 3051, 3052, 2247 & 2095 AND PRESENT L.R. Khatian no. 2107, 10805, 10804, 2108, 2114, 2113 and 2110, in R.S. & L.R. Dag nos. 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639 & 661 under ward no. 19 of the Rajarhat Gopalpur Municipality, P.S. (New Town) Rajarhat, A.D.S.R. Bidhan Nagar, Kolkata 700136, District North 24 Parganas bounded by a boundary wall and butted and bounded as under:

On the North by: Municipal Road (Netropara), Roypara

On the South by: Land of Hazi Md. Hanif & S.K Yasin Ali

On the East by: Land of Ampee Mondal & Aneesuddin Azad

On the West by: Land of Jazi Md. Hanif Sardar and Municipality Road (Purbo Para)

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

EXECUTED AND DELIVERED by the PARTIES at Kolkata in the Presence of:

1. Suman Mondal Sto Rathin Kumar Mondal G/6 DF JM Road Budge Budge Kel-700/37 2 tweelings 3 Robins Matobate 4 Station Watobate 5 Novement wol

Sound of arts intermolional

2. Pritam Ballav S/o Prabhat kr. Ballav Ramknishna Sarani Narayanbur. pauliner pair
OWNERS

ASCON INFRASTRUCTURE (INDIA) LTD.

Director

DEVELOPER

Drafted by:

SK Mallick (Advocate)

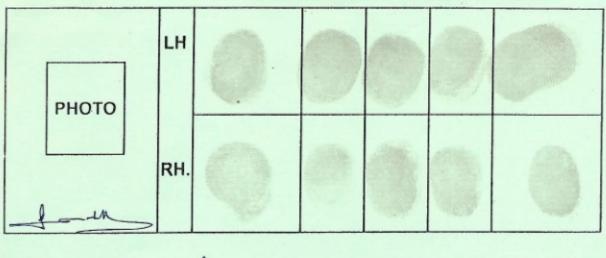
S.K. Mallick (Advocate) High Court, Kolkata

8/2, K.S. Roy Road, Kolkata-700001

Reg. No. WB-600of 1969

SIGNATURE OF THE PRESENTANT/ EXECUTANT/SELLER/ BUYER/CAIMENT WITH PHOTO

N.B. - LH BOX- SMALL TO THUMB PRINTS R.H. BOX- THUMB TO SMALL PRINTS



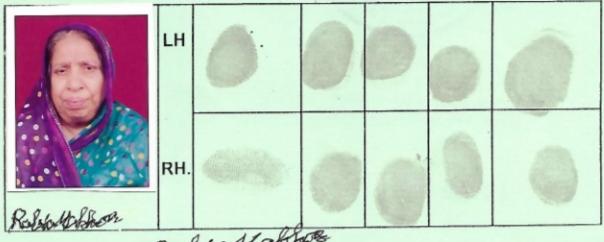
ATTESTED:- SALIM MAKKAR

LH

RH.

Pixtenth

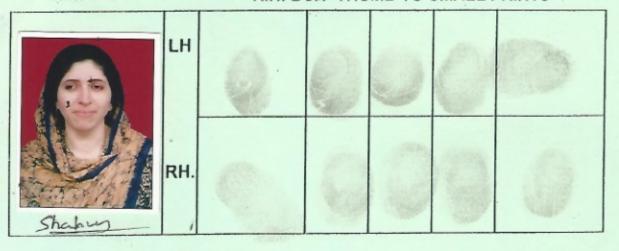
ATTESTED: - THE CULL
ABUBACILER MAKKAR



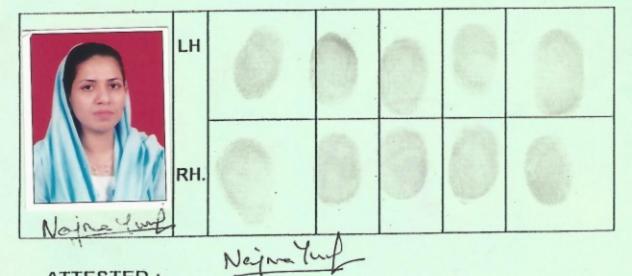
ATTESTED: RABIA MAKKAR

PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

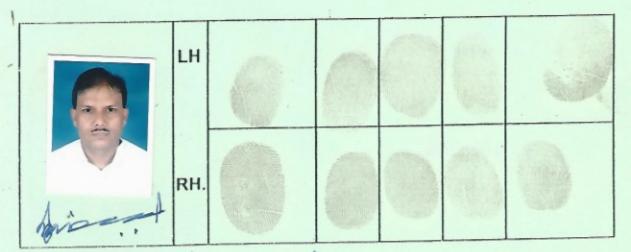
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ATTESTED :- SHAHAMAS SALFEH



ATTESTED :-



ATTESTED :- ano

DATED THIS DAY OF, 2015

BETWEEN

- 1. SALIM MAKKAR
- 2. ABUBACKEAR MAKKAR
- 3. SM. RABIA MAKKAR
- 4. SM. SHAHANAS SALEEM
- 5. SM. NAJMA YUSUF
- 6. M/S. SOUND OF ARTS INTERNATIONAL

.....OWNERS

AND

M/S. ASCON INFRASTRUCTURE INDIA LIMITED

....DEVELOPER

DEVELOPMENT AGREEMENT

Seller, Buyer and Property Details

A. Land Lord & Developer Details

	Land Lord Details		
SL No.	Name, Address, Photo, Finger p	Name, Address, Photo, Finger print and Signature	
1	Mr SALIM MAKKAR Son of Late Karukunnath Abubacker Makkar 25 B, Royd Street, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. AEOPM4916K, Status: Self Date of Execution: 17/08/2015 Date of Admission: 17/08/2015 Place of Admission of Execution: Office	8/17/2015 1:04:14 PM hrs	LTI 8/17/2015 1:04:43 PM hrs
		8/17/2015 1:0	04:50 PM hrs
2	Mr ABUBACKER MAKKAR Son of Late Karukunnath Abubacker Makkar 25 B, Royd Street, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Status: Self Date of Execution: 17/08/2015 Date of Admission: 17/08/2015 Place of Admission of Execution: Office	8/17/2015 1:03:16 PM hrs	LTI 8/17/2015 1:03:42 PM hrs
		8/17/2015 1:0	

	Land Lord Details		
SL No.	Name, Address, Photo, Finger pri	int and Signature	
3	Mrs RABIA MAKKAR Wrife of Late Karukunnath Abubacker Makkar 25 B, Royd Street, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No. AFCPM0424P, Status: Self Date of Execution: 17/08/2015	8/17/2015 1:06:47 PM hrs	LTI 8/17/2015 1:07:03 PM hrs
	Date of Admission £ 17/08/2015 Place of Admission of Execution : Office	Rabia Maline	
		8/17/2015 1:	07:29 PM hrs
4	Mrs SHAHANAS SALEEM Wife of Mr SALIM MAKKAR 25 B, Royd Street, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No. ASHPS9508A, Status: Self Date of Execution: 17/08/2015	8/17/2015 1:07:56 PM hrs	LTI 8/17/2015 1:08:07 PM hrs
	Date of Admission : 17/08/2015 Place of Admission of Execution : Office	Shar h 2	08:19 PM hrs
5	Mrs NAJMA YUSUF Daugther of Late KaruKunnath Abubacker Makkar 25 B, Royd Street, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Female, By Caste: Muslim, Occupation: Service, Citizen of: India, Status: Self Date of Execution: 17/08/2015	8/17/2015 1:05:29 PM hrs	LTI 8/17/2015 1:05:38 PM hrs
,	Date of Admission : 17/08/2015 Place of Admission of Execution : Office	Najne Yung 8/17/2015 1:	05:49 PM hrs

	Land Lord Details		
SL No.	Name, Address, Photo, Finger pr	int and Signature	
6	SOUND OF ARTS INTERNATIONAL Flat No. 9, 2nd Floor, Commerce House, 2, Ganesh C, P.O:- 6 Kolkata, West Bengal, India, PIN - 700013 Status: Organization Represented by representative as given below:-	Bowbazar, P.S:- Bowba	zar, Kolkata, District:-
6(1)	Mr SALIM MAKKAR Son of Late Karukunnath Abubacker Makkar 25 B, Royd Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. AEOPM4916K, Status: Representative Date of Execution: 17/08/2015 Date of Admission of Execution: Office	8/17/2015 1:04:21 PM hrs	LTI 8/17/2015 1:04:31 PM hrs
	The state of Admission of Execution . Office	8/17/2015 1:	05:03 PM hrs
(2)	Mr ABUBACKER MAKKAR Son of Late Karukunnath Abubacker Makkar 25 B, Royd Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Status: Representative Date of Execution: 17/08/2015 Date of Admission: 17/08/2015	8/17/2015 1:03:23 PM hrs	LTI 8/17/2015 1:03:34 PM hrs
	Place of Admission of Execution : Office	Therend	
		8/17/2015 1:	04:00 PM hrs

SL No.	Name, Address, Photo, Finger pr	rint and Signature	
1 3	ASCON INFRASTRUCTURE (INDIA) LIMITED 31 Indra Biswas Road, P.O:- Belgachia, P.S:- Tala, District:-S 700037 PAN No. AAHGA7166K, Status: Organization Represented by representative as given below:-	outh 24-Parganas, Wes	t Bengal, India, PIN
1(1)	Mr Laxman Jaiswal Son of Late Basdeo Jaiswal 31 Indra Biswas Road, P.O:- Belgachia, P.S:- Tala, District:- South 24-Parganas, West Bengal, India, PIN - 700037 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACSPJ6338E, Status: Representative ' Date of Execution: 17/08/2015 Date of Admission: 17/08/2015	8/17/2015 1:02:39 PM hrs	LTI 8/17/2015 1:02:44 PM hrs
	Place of Admission of Execution : Office	8/17/2015 1:	02:53 PM hrs

B. Identifire Details

		Identifier Details	
SL No.	Identifier Name & Address	Identifier of	Signature
	Mr Suman Mondal Son of Mr Rathin Kumar Mondal 6/6 DPJM Road, P.O:- Budge Budge, P.S:- Budge Budge, Budge-budge, District:-South 24-Parganas, West Bengal, India, PIN - 700137 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mr SALIM MAKKAR, Mr ABUBACKER MAKKAR, Mrs RABIA MAKKAR, Mrs SHAHANAS SALEEM, Mrs NAJMA YUSUF, Mr SALIM MAKKAR, Mr ABUBACKER MAKKAR, Mr Laxman Jaiswal	Summer Mondel 8/17/2015 1:08:38 PM hrs

C. Transacted Property Details

		Land De	tails			
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

		Land D	etails			
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1 3	District: North 24-Parganas, P.S:- Rajarhat, Municipality: RAJARHAT- GOPALPORE, Road: Roypara(Hatiara), Mouza: Hatiara	RS Plot No:- 188 , RS Khatian No:- 1820	2 Acre 52 Dec	25,99,000/-	19,54,90,914/	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 15 Ft., Adjacent to Metal Road,

			Structur	e Details	
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F1	Floor No: 1	800 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1	800 Sq Ft.	3,00,000/-	5,55,000/-	Structure Type: Structure

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr ABÜBACKER MAKKAR	ASCON INFRASTRUCTURE (INDIA) LIMITED	42	16.6667
	Mr SALIM MAKKAR	ASCON INFRASTRUCTURE (INDIA) LIMITED	42	16.6667
	Mrs NAJMA YUSUF	ASCON INFRASTRUCTURE (INDIA) LIMITED	42	16.6667
	Mrs RABIA MAKKAR	ASCON INFRASTRUCTURE (INDIA) LIMITED	42	16.6667
	Mrs SHAHANAS SALEEM	ASCON INFRASTRUCTURE (INDIA) LIMITED	42	16.6667
	SOUND OF ARTS INTERNATIONAL	ASCON INFRASTRUCTURE (INDIA) LIMITED	42	16.6667

-	Transfer of F	lopei	T T	
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
\$1	Mr ABUBACKER MAKKAR	ASCON INFRASTRUCTURE (INDIA) LIMITED	133.333 Sq Ft	16.6667
	Mr SALIM MAKKAR	ASCON INFRASTRUCTURE (INDIA) LIMITED	133.333 Sq Ft	16.6667
	Mrs NAJMA YUSUF	ASCON INFRASTRUCTURE (INDIA) LIMITED	133.333 Sq Ft	16.6667
	Mrs RABIA MAKKAR	ASCON INFRASTRUCTURE (INDIA) LIMITED	133.333 Sq Ft	16.6667
	Mrs SHAHANAS SALEEM	ASCON INFRASTRUCTURE (INDIA) LIMITED	133.333 Sq Ft	16.6667
	SOUND OF ARTS	ASCON INFRASTRUCTURE (INDIA) LIMITED	133.333 Sq Ft	16.6667

D. Applicant Details

Details of the applicant who has submitted the requsition form		
Applicant's Name	Laxman Jaiswal	
Address	31 Indra Biswas Road, Thana: Tala, District: South 24-Parganas, WEST BENGAL, PIN - 700037	
Applicant's Status	Seller/Executant	

Office of the A.D.S.R. RAJARHAT, District: North 24-Parganas

Endorsement For Deed Number : I - 152309054 / 2015

Query No/Year

15230000493476/2015

Serial no/Year

1523009443 / 2015

Deed No/Year

I - 152309054 / 2015

Transaction

[0110] Sale, Development Agreement or Construction agreement

Name of Presentant

Mr Laxman Jaiswal

Presented At

Office

Date of Execution

17-08-2015

Date of Presentation

17-08-2015

Remarks

On 06/08/2015

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 19,60,45,914/-

Shan

(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

On 17/08/2015

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 : 48(g) of Indian Stamp Act 1899.

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

Presented for registration at 12:31 hrs on: 17/08/2015, at the Office of the A.D.S.R. RAJARHAT by Mr Laxman Jaiswal ,.

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

Execution is admitted on 17/08/2015 by

Mr SALIM MAKKAR, Son of Late Karukunnath Abubacker Makkar, 25 B, Royd Street, P.O: Park Street, Thana: Park Street, , Kolkata, WEST BENGAL, India, PIN - 700016, By caste Muslim, By Profession Business Indetified by Mr Suman Mondal, Son of Mr Rathin Kumar Mondal, 6/6 DPJM Road, P.O: Budge Budge, Thana: Budge Budge, , City/Town: BUDGE-BUDGE, South 24-Parganas, WEST BENGAL, India, PIN - 700137, By caste Hindu, By Profession Service

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

Execution is admitted on 17/08/2015 by

Mr ABUBACKER MAKKAR, Son of Late Karukunnath Abubacker Makkar, 25 B, Royd Street, P.O: Park Street, Thana: Park Street, , Kolkata, WEST BENGAL, India, PIN - 700016, By caste Muslim, By Profession Business

Indetified by Mr Suman Mondal, Son of Mr Rathin Kumar Mondal, 6/6 DPJM Road, P.O: Budge Budge, Thana: Budge Budge, City/Town: BUDGE-BUDGE, South 24-Parganas, WEST BENGAL, India, PIN - 700137, By caste Hindu, By Profession Service

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

Execution is admitted on 17/08/2015 by

Mrs RABIA MAKKAR, Wife of Late Karukunnath Abubacker Makkar, 25 B, Royd Street, P.O: Park Street, Thana: Park Street, , Kolkata, WEST BENGAL, India, PIN - 700016, By caste Muslim, By Profession House wife

Indetified by Mr Suman Mondal, Son of Mr Rathin Kumar Mondal, 6/6 DPJM Road, P.O: Budge Budge, Thana: Budge Budge, , City/Town: BUDGE-BUDGE, South 24-Parganas, WEST BENGAL, India, PIN - 700137, By caste Hindu, By Profession Service

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

Execution is admitted on 17/08/2015 by

Mrs SHAHANAS SALEEM, Wife of Mr SALIM MAKKAR, 25 B, Royd Street, P.O: Park Street, Thana: Park Street, , Kolkata, WEST BENGAL, India, PIN - 700016, By caste Muslim, By Profession House wife Indetified by Mr Suman Mondal, Son of Mr Rathin Kumar Mondal, 6/6 DPJM Road, P.O: Budge Budge, Thana: Budge Budge, , City/Town: BUDGE-BUDGE, South 24-Parganas, WEST BENGAL, India, PIN - 700137, By caste Hindu, By Profession Service

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

Execution is admitted on 17/08/2015 by

Mrs NAJMA YUSUF, Daughter of Late KaruKunnath Abubacker Makkar, 25 B, Royd Street, P.O: Park Street, Thana: Park Street, , Kolkata, WEST BENGAL, India, PIN - 700016, By caste Muslim, By Profession Service Indetified by Mr Suman Mondal, Son of Mr Rathin Kumar Mondal, 6/6 DPJM Road, P.O: Budge Budge, Thana: Budge Budge, , City/Town: BUDGE-BUDGE, South 24-Parganas, WEST BENGAL, India, PIN - 700137, By caste Hindu, By Profession Service

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative] Execution is admitted on 17/08/2015 by

Mr SALIM MAKKAR, , SOUND OF ARTS INTERNATIONAL , Flat No. 9, 2nd Floor, Commerce House, 2, Ganesh C, P.O: Bowbazar, Thana: Bowbazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700013

Indetified by Mr Suman Mondal, Son of Mr Rathin Kumar Mondal, 6/6 DPJM Road, P.O: Budge Budge, Thana: Budge Budge, , City/Town: BUDGE-BUDGE, South 24-Parganas, WEST BENGAL, India, PIN - 700137, By caste Hindu, By Profession Service

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative] Execution is admitted on 17/08/2015 by

Mr ABUBACKER MAKKAR, , SOUND OF ARTS INTERNATIONAL , Flat No. 9, 2nd Floor, Commerce House, 2, Ganesh C, P.O: Bowbazar, Thana: Bowbazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700013

indetified by Mr Suman Mondal, Son of Mr Rathin Kumar Mondal, 6/6 DPJM Road, P.O: Budge Budge, Thana: Budge Budge, , City/Town: BUDGE-BUDGE, South 24-Parganas, WEST BENGAL, India, PIN - 700137, By caste Hindu, By Profession Service

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative] Execution is admitted on 17/08/2015 by

Mr Laxman Jaiswal, , ASCON INFRASTRUCTURE (INDIA) LIMITED , 31 Indra Biswas Road, P.O: Belgachia, Thana: Tala, , South 24-Parganas, WEST BENGAL, India, PIN - 700037 Indetified by Mr Suman Mondal, Son of Mr Rathin Kumar Mondal, 6/6 DPJM Road, P.O: Budge Budge, Thana: Budge Budge, , City/Town: BUDGE-BUDGE, South 24-Parganas, WEST BENGAL, India, PIN - 700137, By caste Hindu, By Profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 7/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,000/- and Stamp Duty paid by Draft Rs 75,000/-, by Stamp Rs 100/-

Description of Stamp

 Rs 100/- is paid on Impressed type of Stamp, Serial no 39137, Purchased on 15/06/2015, Vendor named S Mukherjee.

Description of Draft

 Rs 75,000/- is paid, by the Draft(8554) No: 753225000405, Date: 14/08/2015, Bank: STATE BANK OF INDIA (SBI), MANIKTALA CIVIC CENTRE.

Ston

(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal



Government Of West Bengal Office Of the A.R.A.-III KOLKATA District:-Kolkata

Endorsement For Deed Number: IV - 00393 of 2012 (Serial No. 00587 of 2012)

- Abubacker Makkar
 Partner, M/s. Sound Of Arts International, Commerce House, 2, Ganesh Chandra Avenue, P. S. Bowbazar, Flat No:9, 2nd Floor, Kolkata, District:-., WEST BENGAL, India, P.O.: Pin:-700013.
 , By Profession: Others
- Laxman Jaiswal, son of Lt. Basdeo Jaiswal, 31, Indra Biswas Road, P. S. Tallah, Kolkata, District:-., WEST BENGAL, India, P.O.: - Pin:-700037, By Caste Hindu, By Profession: Business

Identified By Fardaan Makkar, son of S. Makkar, 25 B, Royd Street, Kolkata, District:-., WEST BENGAL, India, P.O.; :- Pin:-700016, By Caste: Muslim, By Profession: Student.

(Ashim Kumar Ghosh) ADDITIONAL REGISTRAR OF ASSURANCE-III

(Ashim Kumar Ghosh)

EndorsementPage 2 of 2

