

2609/18

I-2196/18

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

7-20P.M

136188/18

W 599863

Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document

Additional District Sub Registrar
Sealtah

22 MAY 2018

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 21st day of May 2018.

BETWEEN

Alok Ghosh.
Pulak Ghosh.
Dipa Ghosh.

Soma Ghosh.
Tamanud Ghosh.
Manabendra Ghosh.

Ajmir Tower Private Limited

Director

25609

SANJIB NATH
ADVOCATE

High Court, Calcutta

NAME.....
 ADDRESS.....
 21 MAY 2018
 SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 2 & 3, R. S. Road, Howrah, Kolkata

21 MAY 2018

21 MAY 2018

[Handwritten signature]



V.C.T.I
2204

[Handwritten signature]

V.C.T.I
2205



Alok Ghosh.



V.C.T.I
2206

Pratik Ghosh



A.D.S.R., SEALDAH

21 MAY 2018

Dist.- South 24 Parganas

Identified by me:
Soumalya Ghosh
Adv.

S/o Sri Subis Ghosh,
High Court, Cal.

(1) **ALOK GHOSH (PAN : AAMPG0411H)** son of Late Ahindra Kumar Ghosh, by faith Hindu, by Occupation Business, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata (2) **PULAK GHOSH (PAN : AFTPG5724P)** son of Late Ahindra Kumar Ghosh, by faith Hindu, by Occupation Business, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata (3) **DIPA GHOSH (PAN : AGVPG9716A)** wife of Alok Ghosh, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata (4) **SOMA GHOSH (PAN : AIJPG9882B)** wife of Late Soumendra Ghosh, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata (5) **TAMANUD GHOSH (PAN CAQPG8724H)**, son of Late Soumendra Ghosh, by faith Hindu, by Occupation Business, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata (6) **MANABENDRA GHOSH (PAN : ADNPG3259M)** son of Late Samarendra Kumar Ghosh by faith Hindu, by Occupation Business, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata hereinafter in these presents for the sake of brevity, collectively called, referred to and identified as the "**OWNERS**", (which term and/or expression shall unless excluded by or repugnant to the subject or context, be deemed to mean, imply and include their respective legal heirs, Successors-in-interest, representatives, administrators, executors, nominees and/or assigns) of the **ONE PART**.

AND

AJMIR TOWER PRIVATE LIMITED, (PAN: AAICA6902G), a Private Limited Company incorporated in accordance with the provisions of the



N.C.T.I
2207

Dipa Ghosh.



N.C.T.I
2208

Soma Ghosh.



N.C.T.I
2209

Tamal Ghosh.



N.C.T.I
2210

M. Ghosh.
Manabendra Ghosh.



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Identified by me:
Soumya Ghosh
Adv.

Companies Act 1956, having its Registered Office at the Premises No. B/153/1/H/1, Beliaghata Main Road, Post Office and Police Station-Beliaghata, Kolkata-700 010, represented by one of its Director **SRI RAJU NASKAR, (PAN : ADSPN9015D)** son of Sri Gobinda Naskar, by Faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at B/153/1/H/1, Beliaghata Main Road, Post Office and Police Station-Beliaghata, Kolkata-700 010, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or otherwise be deemed to mean include its Director or Directors, successor-in-interest, successor in office, legal representatives and/or assigns) of the **OTHER PART**.

WHEREAS:-

Sale by Priyanath Mitra:- one **Priyanath Mitra**, son of Mohan Chandra Mitra, resident of 15, Barwaritala Road, in the town of the then Calcutta (now Kolkata) was absolutely seized, possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the land admeasuring **18 Cottah 14 Chittack, more or less**, along with structure standing thereon lying and situate at **Premises No. 15, Barwaritala Road, Beliaghata, presently known and numbered as Premises No. 21, Barwaritala Road**, under Mouza Paschim Kulia, Dihi Panchannagram, Division- 3, Sub Division-15, **Holding No 38/ 39/40A/75**, Barwaritala Road, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, Kolkata- 700 010, more fully described in the **Schedule 'A'** hereunder written and hereinafter referred to as "**LAND ONE.**" The said Priyanath Mitra by a Bengali Kobala dated 18.02.1915 recorded in in Book No. 1, Volume No. 8, Pages 188 to 191 **Being No. 473 for the year 1915** registered with Sub-Registrar, Sealdah, 24 Parganas being the vendor therein, sold the said Land One to one **Harendra Kumar Ghosh**, son of Gopal Chandra Ghosh, resident of 7, Sura Third Lane, 24 Parganas being **the Purchaser** therein. .

AND



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Sale by Mahendra Kumar Das and others:- Mahendra Kumar Das, Manindra Kumar Das, Aswani Kumar Das and Akshay Kumar Das, all sons of Uma Charan Das, all resident of **20, Barwaritala Road** were jointly and absolutely seized, possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the land admeasuring **4 Cottah 9 Chittack (more or less)** along with structure standing thereon under Mouza Kulia, Dihi Panchannagram, Division-3 Sub Division-15, **Holding No 81, Sabek 14 and Hal 20, being Premises No. 20, Barwaritala Road, Beliaghata,** Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010, morefully described in **Schedule- B** hereunder written and hereinafter referred to as "**LAND TWO.**" The above said Mahendra Kumar Das and the above said three others, by a **Bengali Kobala dated 9.10.1931** registered in Book No. 1, Volume No. 29 Pages 189 to 195, **Being Deed No. 1777 for the year 1931** registered with Sub-Registrar, Sealdah, 24 Parganas **being the Vendors** therein, sold transferred and assigned and parted with possession of Land Two to one **Harendra Kumar Ghosh** son of Gopal Chandra Ghosh resident of 7, Sura Third Lane, 24 Parganas being **the Purchaser** therein.

AND

Sale by Ashoke Kumar Ghosh and another: - One Ashoke Kumar Ghosh was seized, possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the land admeasuring 5 Cottah 5 Chittack (which on measurement was found to be of 5 Cottah 6 Chittack 25 Sq.Ft.), more or less, situate under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 19, Barwaritala Road, previously 13 Barawaritala Road, Beliaghata, Calcutta Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010,



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morefully described in the **Schedule 'C'** hereunder and hereinafter referred to as "**LAND THREE.**" The said Ashoke Kumar Ghos with one Bhutnath Ghosh being the confirming party) by a Bengali Kobala dated 04.05.1973 registered in in Book No. 1, Volume No. 25, **Pages 143 to 150, Being No. 755 for the year 1973** registered with Sub-Registrar, Sealdah, 24 Parganas, sold transferred and assigned and parted with possession of Land Three to one Samarendra Kumar Ghosh, son of Birendra Kumar Ghosh having 50% share of the Land Three and to Ahindra Kumar Ghosh, and Jahirendra Kumar Ghosh @ Jahar Kumar Ghosh, both sons of Dhirendra Kumar Ghosh, each having 25% share in **Land Three** being **ALL THAT** the land admeasuring 5 Cottah 5 Chittack (which on measurement was found to be of 5 Cottah 6 Chittack 25 Sq.Ft.), more or less, situate under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 19, Barwaritala Road, previously 13 Barawaritala Road, Beliaghata, Calcutta Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010, morefully described in the **Schedule 'C'** hereunder written.

AND

Absolute Ownership of Land:- Hence the said Harendra Kumar Ghosh became the absolute owner of Land One measuring 18 Cottah 14 Chittack (more or less), and Land Two measuring 4 Cottah 9 Chittack (more or less) being premises No. 15, Barwaritala Road, presently known and numbered as Premises No. 21, Barwaritala Road, and 20, Barwaritala Road respectively and the said Samarendra Kumar Ghosh, Ahindra Kumar Ghosh and Jahirendra Kumar Ghosh became the joint owners of Land Three measuring **5 Cottah 6 Chittack 25 Sq.Ft. (more or less)** being premises No. 19, Barwaritala Road. Thus, the total land being Land One, Land Two and Land Three



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measuring a total of **28 Cottah 13 Chittack 25 Sq.Ft (more or less)** being Premises Nos. 19, 20 and 21, Barwaritala Road, respectively, all under Police Station Beliaghata, within the jurisdiction of Sub Registrar Sealdah, presently under Ward No. 34, of Kolkata Municipal Corporation, Kolkata- 700 010, are, morefully and particularly described in the **SCHEDULE D hereunder** written and hereinafter, collectively, referred to as the "**SAID PROPERTY**". Thus, the said **Harendra Kumar Ghosh, Samarendra Kumar Ghosh, Ahindra Kumar Ghosh and Jahirendra Kumar Ghosh** became the owner of their respective properties and have been paying rates and taxes to Kolkata Municipal Corporation accordingly.

AND

Demise of Harendra Kumar Ghosh:- The said Harendra Kumar Ghosh who was also all along and at the time of his death, a Hindu male, guided and governed by Dayabhaga School of Hindu law, died intestate on or about 17th October, 1947, leaving behind his two sons namely **Birendra Kumar Ghosh and Dhirendra Kumar Ghosh** who inherited the entire estate left by the said **Harendra Kumar Ghosh** (since Deceased) **jointly and equally** (as his wife namely Himangini Ghosh predeceased him on 17th October, 1946) as per the provisions of Hindu Succession Act, 1956 in respect of Land One and Land Two being land area of 18 Cottah 14 Chittack (more or less), and 4 Cottah 9 Chittack and being premises No. 15, Barwaritala Road (presently known as Premises No. 21, Barawaritala Road) and 20, Barwaritala Road, Kolkata – 700 010, under Police Station Beliaghata respectively.

AND

Demise of Birendra Kumar Ghosh:- The said Birendra Kumar Ghosh died testate on 13th August, 1987, leaving behind him surviving his wife Binapani Ghosh and one son Samarendra Ghosh and two daughters namely Hashi Ghosh and Arati Dutta the said Birendra Ghosh bequeathed his undivided ½



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share, unto and in favour of Samarendra Kumar Ghosh, his son, by way of his Last Will and Testament, dated **4th September, 1981, registered in the office of Sub Registrar, Sealdah, recorded in Book No. III, Volume No. 2, Pages 108 to 113, Being Deed No. 75, for the year 1981,** which came into effect after his death. . The said Binapani Ghosh died intestate on 19th January, 1989 leaving her surviving her only son Samrendra Kumar Ghosh and the two daughters Hashi Ghosh and Arati Dutta who inherited the share of the said Binapani Ghosh in the properties of the said Birendra Kumar Ghosh (since deceased). The said Samarendra Ghosh filed Probate Case, being Probate Case No. 22/93 and thus by virtue of Grant of Probate dated 4th February, 1999, the said Samarendra Kumar Ghosh became the absolute owner of the undivided $\frac{1}{2}$ share of the properties of Birendra Kumar Ghosh as the said Hashi Ghosh and Arati Dutta submitted their consent petition and admitted that they have received whatever they are entitled to receive under the aforesaid Will and accordingly Probate has been granted in favour of the said Samarendra Kumar Ghosh as the testamentary Owner in respect of the properties of Birendra Kumar Ghosh (since deceased) .

AND

Demise of Dhirendra Kumar Ghosh:- The said Dhirendra Kumar Ghosh died on 26.09.1982, leaving behind and/or survived by his two sons namely Ahindra Kumar Ghosh and Jahindra Kumar Ghosh as the wife of Dhirendra Kumar Ghosh namely Pankaj Basini Ghosh predeceased him on 02.11.1937. The said Dhirendra Kumar Ghosh executed a Will and Testament on **4th September, 1981, which was registered in the office of Sub Registrar Sealdah, morefully described in Book No. III, Volume No. 2, Pages 103 to 107, being Deed No. 74 for the year 1981,** whereby the said Dhirendra Kumar Ghosh bequeathed his undivided $\frac{1}{2}$ share unto and in favour of his two sons namely Ahindra Kumar Ghosh and Jahirendra Kumar Ghosh, equally, each having undivided $\frac{1}{4}$ share in respect of the property.



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The said Ahindra Ghosh and Jahindra Kumar Ghosh, being the Executors filed Probate Case of the Said Will vide Probate Case No. 246/91 and thus by virtue of Grant of Probate dated 14th June, 1996, the said Ahindra Ghosh and Jahindra Kumar Ghosh became the absolute owner of the share of Dhirendra Kumar Ghosh.

AND

Demise of Ahindra Kumar Ghosh:- The said **Ahindra Kumar Ghosh** died intestate on **23rd May, 2011**, leaving behind his wife Maya Ghosh and two sons **Alok Ghosh and Pulak Ghosh** as his only legal heirs and successors who all after demise of Ahindra Kumar Ghosh, became the absolute owners, well seized and possessed of and sufficiently entitled to undivided 1/4th share of Ahindra Kumar Ghosh, each having undivided 1/3rd of undivided 1/4th which is undivided 1/12th share in respect of Land One being **18 Cottah 14 Chittack (more or less)**, and Land Two being **4 Cottah 9 Chittack (more or less)** being premises No. 15, Barwaritala Road, presently known and numbered as Premises No. 21, Barwaritala Road, and 20, Barwaritala Road respectively and also Land Three being 5 Cottah 6 Chittack 25 Sq.Ft more or less, being premises No. 19, Barwaritala Road having total land measuring **28 Cottah 13 Chittack 25 Sq.Ft (more or less), being the Said Property**, i.e, the properties situated in Mouza Kulia, Pashim Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, **Holding No 38/ 39/40A/75, (in respect of** premises No. 15, Barwaritala Road, presently known and numbered as Premises No. 21, Barwaritala Road,) **No Holding No. 81, Sabek 14 and Hal 20, (in respect of Premises No. 20, Barwaritala Road)** and Holding No. 78 (in respect of Premises No. 19, Barwaritala Road) being **Premises Nos. 19, 20 and 21, Barwaritala Road**, Police Station Beliaghata, Sub Registrar Sealdah, presently under Ward No. 34, within Kolkata Municipal Corporation, Kolkata-700 010, respectively and hereinbefore as also hereinafter referred to as the



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"**SAID PROPERTY**", which is morefully and particularly described in the **SCHEDULE- D**, written hereunder,

AND

Demise of Jahirendra Kumar Ghosh:- The said **Jahirendra Kumar Ghosh** died on **21.10.2012**, leaving behind only his wife namely Kum Kum Ghosh. The said Jahirendra Kumar Ghosh executed a Will and Testament on 29th September, 2012, registered in the office of Additional District Sub Registrar Sealdah, recorded in Book No. III, CD Volume No. 1, Pages 1405 to 1475, being Deed No. 00146 for the year 2012 whereby and where under the said Jahirendra Kumar Ghosh bequeathed all his undivided 1/4th shares in respect of Premises No. 19, Barwaritala Road, and 1/4th shares in respect of Premises No. 20 & 21 Barawarital Road, unto and in favour of Dipa Ghosh, the wife of his brother's son namely Alok Ghosh. The said Dipa Ghosh filed a Probate Case being No. 5/2013, and by virtue of **Grant of Probate dated 14th August, 2013**, the said Dipa Ghosh became the owner of undivided ¼ share of Jahirendra Kumar Ghosh in respect of Premises No. 19, Barwaritala Road, and Premises No. 20 and 21 Barawarital Road, Kolkata.

AND

Demise of Samarendra Kumar Ghosh:- The said Samarendra Kumar Ghosh died intestate on 27.10.2010, leaving behind his two sons namely **Soumyendra** Ghosh and Manabendra Ghosh as his legal heirs and/or successors, who became the absolute owners of the share of Samarendra Ghosh as left by him, as his wife Priti Ghosh predeceased him on 19th October, 2010. The said **Soumyendra Ghosh and Manabendra Ghosh became the joint owners of undivided ½ share of Samarendra Ghosh, each having undivided 1/4th share** in respect of Premises No. 19, Barwaritala Road, and Premises No. 20 and 21 Barawarital Road, Kolkata.

AND



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Demise of Soumyendra Ghosh:- The said **Soumyendra Ghosh** died intestate on 13.01.2018 leaving behind his wife Soma Ghosh and his son Tamanud Ghosh, as his legal heirs and successors, who became the undivided $\frac{1}{4}$ share of the properties of Soumeyandra Ghosh, each having undivided $\frac{1}{8}$ share in respect of the Said Property morefully and particularly described in the **SCHEDULE-D**, written hereunder being total land measuring **28 Cottah 13 Chittack 25 Sq.Ft (more or less), being the Said Property**, i.e, the properties situated in Mouza Kulia, Pashim Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, **Holding No 38/ 39/40A/75, (in respect of premises No. 15, Barwaritala Road, presently known and numbered as Premises No. 21, Barwaritala Road,) No Holding No. 81, Sabek 14 and Hal 20, (in respect of Premises No. 20, Barwaritala Road) and Holding No. 78 (in respect of Premises No. 19, Barwaritala Road) being Premises Nos. 19, 20 and 21, Barwaritala Road, Police Station Beliaghata, Sub Registrar Sealdah, presently under Ward No. 34, within Kolkata Municipal Corporation, Kolkata- 700 010,**

AND

Gift by Maya Ghosh : The aforesaid Maya Ghosh by virtue of Registered Deed of Gift dated 16th May, 2018, registered in the office of ADSR, Sealdah, , recorded in Book No. I, Volume No.1506-2018, Pages63314 to 63341, being Deed No. 160601976_ for the year of 2018, gifted and bequeathed **ALL THAT undivided $\frac{1}{12}$ th share of Land One being ALL THAT** piece and parcel of land admeasuring an area of **1132.5 Sq.Ft.** out of land area **18 Cottah 14 Chittack** equivalent to **13,590 Sq.Ft, more or less,** along with structure standing thereon lying and situated at **Premises No. 15,Barwaritala Road, presently known and numbered as Premises No. 21, Barwaritala Road, Beliaghata,** under Mouza Paschim Kulia, DihiPanchannagram, TouziSabek 1298, Hal 2833, Division- 3, Sub Division-15, Police Station



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Beliaghata, Sub Registrar Sealdah, presently under Ward No. 34, Kolkata- 700 010, unto and in favour of her son Pulak Ghosh.

Gift by Maya Ghosh : The aforesaid Maya Ghosh by virtue of Registered Deed of Gift dated 16th May, 2018, registered in the office of ADSR Sealdah, recorded in Book No. I, Volume No. 1606-2018, Pages 63283-63288, being Deed No. 160601973 for the year of 2018, gifted and bequeathed **ALL THAT undivided 1/12th share of Land Two being ALL THAT** piece and parcel of land admeasuring an area of **324.58 Sq.Ft.** (more or less) out of total land measuring **3895 Sq.Ft.** seized and possessed of **5 Cottah 6 Chittack 25 Sq.Ft. (more or less)** under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, **lying and situated at Premises No. 19, Barwaritala Road**, previously 13 Barawaritala Road, Post Office and Police Station Beliaghata Kolkata- 700 010 under Ward No. 34, within Kolkata Municipal Corporation, unto and in favour of her son Pulak Ghosh.

Gift by Maya Ghosh : The aforesaid Maya Ghosh by virtue of Registered Deed of Gift dated 16th May, 2018, registered in the office of ADSR Sealdah, recorded in Book No. I, Volume No. 1606-2018, Pages 63287-63313, being Deed No. 160601974 for the year of 2018, gifted and bequeathed **ALL THAT undivided 1/12th share of Land Three being ALL THAT** piece and parcel of land admeasuring an area of 273.75 Sq.Ft. (more or less) out of land area **4 Cottah 9 Chittack (more or less)** equivalent to 3285 Sq. Ft, along with structure standing thereon under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1298, Hal 2833 Division-3 Sub Division-15, **Holding No 1, Sabek 14 and Hal 20, being Premises No. 20, Barwaritala Road, Beliaghata**, Police Station Beliaghata, Sub Registrar Sealdah, presently under Ward No. 34, within



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Kolkata Municipal Corporation, Kolkata- 700 010 unto and in favour of her son Pulak Ghosh.

AND

Present Absolute Ownership:- the said **Alok Ghosh, Pulak Ghosh, Dipa Ghosh, Manabendra Ghosh, Soma Ghosh and Tamanud Ghosh** have become the absolute owners, well seized and possessed of and/or otherwise well sufficiently entitled to the Said Property being **ALL THAT** piece and parcel of land measuring **28 Cottah 13 Chittack 25 Sq.Ft (more or less), being the Said Property**, i.e, the properties situated in Mouza Kulia, Pashim Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, **Holding No 38/ 39/40A/75, (in respect of** premises No. 15, Barwaritala Road, presently known and numbered as Premises No. 21, Barwaritala Road,) **No Holding No. 81, Sabek 14 and Hal 20, (in respect of Premises No. 20, Barwaritala Road)** and **Holding No. 78 (in respect of Premises No. 19, Barwaritala Road)** being **Premises Nos. 19, 20 and 21, Barwaritala Road**, Police Station Beliaghata, Sub Registrar Sealdah, presently under Ward No. 34, within Kolkata Municipal Corporation, Kolkata- 700 010, hereinbefore as also hereinafter referred to as the **SAID PROPERTY**, morefully and particularly described in the **Schedule "D"** hereunder.

AND

Mutation:- The said Samarendra Kuamr Ghosh, Ahindra Kumar Ghosh, Jahirendra Kumar Ghosh, (since deceased) during their lifetime mutated their names in the records of Kolkata Municipal Corporation in respect of Premises No. 21, Barwaritala Road and Premises No. 19, Barwaritala Road, being Assessee No. 110340400185 and Assessee No. 110340400161 respectively. Further the said Ahindra Kumar Ghosh and Jahirendra Ghosh, (since deceased) during their lifetime mutated their names in the records of Kolkata



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Municipal Corporation in respect of Premises No. 20, Barwaritala Road, being Assessee No. 110340400173.

AND

Propose to Develop:- The Owners namely Alok Ghosh, Pulak Ghosh, Dipa Ghosh, Manabendra Ghosh, Soma Ghosh and Tamanud Ghosh herein with a view to develop the Said Property have Proposed to the Developer to erect, construct and build up multi-storey Building over the Said Property. The Developer after going through the papers prima facie have accepted the proposal of construction and has agreed to develop the Said Property, (morefully and particularly described in the **Schedule "D"** hereunder) by construction of building and/or buildings thereon for the Consideration and on the terms and conditions as hereinafter appearing. .

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

ARTICILE-I:

DEFINITION AND CLASSIFICATION

1. **SAID PROPERTY** shall mean the premises Nos. 19, 20 and 21 Barwaritala Road, Beliaghata, Kolkata- 700 010, morefully described in Schedule-D hereunder written
2. **LAND ONE** shall mean the entire area of land more fully described in Schedule "A" hereunder written,
3. **LAND TWO** shall mean the entire area of land more fully described in Schedule "B" hereunder written.
4. **LAND THREE** shall mean the entire area of land more fully described in Schedule "C" hereunder written,



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5. **OWNERS:** shall mean individually and/or collectively Alok Ghosh, Pulak Ghosh, Dipa Ghosh, Manabendra Ghosh, Soma Ghosh and Tamanud Ghosh and/or their respective legal heirs and/or successors.
4. **NEW BUILDING** shall mean the building to be constructed over the land comprised in the Said Property being Premises No. 19, 20 and 21, Barwaritala Road after removing and/or demolishing the old dilapidated structure standing thereon, only after amalgamating the above said three premises nos. 19, 20 and 21 Barwaritala Road, into one premises number and after having the said mutation and amalgamation amongst the said present three premises numbers as mentioned herein above and only as per the building plan to be sanctioned by the Kolkata Municipal Corporation on an application of the Developer/Attorney of the Owners for a multi storied building to be constructed on the land of the Said Property.
5. **DEVELOPER/CONTRACTOR/PROMOTER** shall mean **AJMIR TOWER PRIVATE LIMITED, (PAN: AAICA6902G)**, of Premises No. B/153/1/H/1, Beliaghata Main Road, Post Office and Police Station-Beliaghata, Kolkata-700 010, represented by one of its present Director **SRI RAJU NASKAR, (PAN : ADSPN9015D)** son of Sri Gobinda Naskar, by Faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at B/153/1/H/1, Beliaghata Main Road, Post Office and Police Station-Beliaghata, Kolkata-700 010 and/or by such other director/directors as may be so nominated and shall include its successors-in- business/office and/or assigns.
6. **COMMON AREAS** shall mean the "common areas" as morefully defined in section 2(m) of the West Bengal Housing Industries Regulation Act, 2017 ("**HIRA**"/"**SAID ACT**") and/or the rules framed thereunder including the areas as mentioned in **SCHEDULE-F** hereunder written, which, inter alia, includes the land comprised within



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the Said Property, corridors, stairs and staircases, Lift, passages, paths, pump room water reservoir, overhead tank, water pump, water main plumbing and electric line, sewerage line and drainage line other common and open spaces, ultimate roof right of the main building and other common facilities and amenities which will be available therein the said New Building including the maintenance and management thereof but excluding the " limited common areas and facilities" as morefully defined in section 3 (i) of the West Bengal Apartment Ownership Act, 1972 (WBOA Act) and/or the rules and/or bye-laws framed thereunder.

7. **CARPET AREA** shall mean the net usable floor area of an apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, if any, but includes the area covered by the internal partition walls of the apartment and the expression "exclusive balcony or verandah area" shall mean the area of the balcony or verandah, as the case may be, which is a appurtenant to the net usable floor area of an apartment meant for the exclusive use of the allottee/purchaser of an apartment and further the expression "exclusive open terrace area" shall mean the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee/purchaser.

8. **OWNERS' ALLOCATION:**

I. Shall mean the Carpet Area to be allotted to the Owners collectively, the amount to be paid to each of the Owners as refundable/adjustable advance, the proportion of such payment to each of the Owners, the covenants regarding the costs and expenses of temporary



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accommodation of Owners during construction period, and the covenants regarding the Owners' responsibility to shift the tenants during construction period which are all morefully mentioned in **Part-I** of **Schedule "E"** hereunder written.

9. II. DEVELOPER'S ALLOCATION

shall mean the Developer's entitlement of the Carpet Area of the New Building as also the parking area etc as morefully described in **Part-II** of **Schedule-E** hereunder written.

10. **TRANSFEROR/SELLER** according to the context shall mean the Developer for the constructed flats/units/garages and other saleable spaces in the New Building to be constructed in terms of this Agreement and the Owners collectively for transfer of the undivided proportionate share in the Said Property attributable to the flats/units/garages and other saleable spaces in the New Building and/or the undivided proportionate title in the Said Property in the Common Areas (which would, inter alia, include the Said Property on which the New Building is to be constructed) to the Association of the allottees in terms of the provisions of HIRA/Said Act, as and when comes into force.

11. **TRANSFeree/PURCHASER** according to the context shall mean any person or persons or association of persons, as the case may be, to whom any flat or flats, garage or garages will be sold, conveyed and transferred and/or agreed so to be for residential and garage purposes by the Developer through the Owners upon considering all aspects and for all unsold flats/garages remaining unsold in the Owners' Allocation shall mean the Owners and for all unsold flats/garages in the Developer's Allocation shall mean the Developer



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12. **ARCHITECT** shall mean and include the Architect or Engineer to be appointed by the Developer at its own cost for the purpose of construction of the New Building till completion of the same.
13. **ASSOCIATION** shall mean the Association of the allottee/flat/unit owners of the New Building to be incorporated and/or constituted as would be permissible under the relevant law(s) for the time being in force.

ARTICLE-II:

TITLE INDEMNITY AND DECLARATION:

1. The Owners hereby declare that they have a good right and marketable title and absolute right, title and interest in the Said Property without any claim, demand or interest of any person or persons claiming under or in trust for the Owners and the Owners have good and marketable title, free from all encumbrances, lien, mortgage, charge, litigation, acquisition, Trust, Debottor, etc. and legal right to enter into this Agreement with the Developer after apparently primarily verifying and searching of the title of the Said Property and the Owners hereby undertake to indemnify and keep the Developer indemnified against any and every part of claim, action and demand whatsoever that may arise in respect of title of the Owners relating to the Said Property..
2. The Owners also declare and undertake to sign all papers applications plans and other necessary papers and documents as and when it will be required and to submit all documents deed and connecting papers to the authority concerned in respect of the construction of the New Building at the Said Property.
3. The Developer shall deliver the Owners' Allocation to the Owners in complete habitable condition as per agreed specifications, as morefully



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mentioned in **SCHEDULE-G** hereunder written, to the Owners within the stipulated period under this agreement before handing over possession to the buyers of other flats etc in the Said Property. The Developer is satisfied about the same.

4. Any addition and alteration proposed by the Owners for their allocation may be adjusted and/or accommodated accordingly by the Developer before transferring the said allocation to the Owners.
5. The Owners confirm that no part of the Said Property is affected by the West Bengal Thika Tenancy (Acquisition and Requisition) Act, 2001, as amended up to date, and/or the Thika Tenancy Act, preceding the said act.
6. The Owners confirm that neither the Owners nor their predecessors ever held any excess vacant land within the meaning of Urban Land (Ceiling And Regulation) Act, 1976 and if required, the Owners shall apply for and obtain necessary No-Objection Certificate from the Competent Authorities under the Act at their own costs and expenses.
7. There are no structures on the Said Property which are recorded as "heritage property" and/or the Said Property does not fall in a zone having military establishment within 500 meters.
8. No suits or any litigation of any nature is pending in respect of the Said Property and the Said Property is not affected by any requisition or acquisition of the government or any other authority.
9. On or before execution of this Agreement the Owners have and/or shall be deemed to have delivered peaceful permissive and vacant permissive possession of the Said Property to the Developer and/or shall be deemed to have granted a license to enter into the Said Property for undertaking development of the Said Property. It is clarified in this regard that nothing in this Agreement is intended to or



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shall be construed as a transfer of possession of the Said Property in favour of the Developer.

10. The Owners would be able to fulfil and complete all the obligations set out in this Agreement.
11. The Owners shall and/or shall be deemed to have given their consent to the Developer to publish appropriate notices of the impending development of the Said Property in the leading newspapers.
12. The Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever;
13. The Owners confirm that ingress to and egress from the Said Property is unconditionally and absolutely available for all purposes from the main road and the Owners have not entered into any arrangement or agreement of any nature with any Person/ third party which in any manner restricts the ingress/ egress to the Said Property from the main public road and may give rise to any dispute for access.
- (14. The Owners state, declare and assure the Developer that based on the owners' representations of a clear and marketable title to the Said Property the Developer can;
 - (i) submit the declaration supported by a sworn affidavit together with the application to the concerned Authority under the West Bengal Housing Industry Regulation Act, 2017 and/or under any other law for the time being in force, if any, for registration of the development which will be deemed to be a "Project" within the meaning of the said Act,
 - (ii) Obtain Insurance of the title of the Said Project Land as required under the said Act and/or any other relevant law(s). In case, however, the Developer suffers any losses on account of any defect in title of the



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Owners to the Said Property arising in future, the Owners agree to indemnify the Developer in all respect.

- (iii) Comply with the other requirements of HIRA/Said Act; and
 - (iv) in case, however, the Developer suffers any losses in future on account of any defect in title of the Owners to the Said Property then, the Owners agree to indemnify the Developer in all respect.
15. For the avoidance of doubts, the representations of the Owners' mentioned above shall survive and continue to be in force with effect from the date of execution of this agreement. The Owners undertake to notify the Developer in writing, promptly within 48 hours, if it becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by them herein, to become untrue or inaccurate or misleading, at any point of time.
16. The Owners shall, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for sanction and construction as and when required by the Developer without any objection of whatsoever nature and within 7 days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer, its affiliates or its officers to act, do and perform all or any of the obligations of the Developer mentioned in this agreement. The Owners shall ensure that the Power of Attorney remains in full force and effect throughout the implementation of the Project. In the event any subsequent steps are required for the reasons of change in law or otherwise to sustain the Developer's Power of Attorney and all powers granted therein, the Owners shall take all such steps and do all such acts including



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execution and registration of a fresh power of attorney as may be required to provide the authorizations to the Developer throughout the implementation of the Project. On or before execution of this Agreement the Owners have and/or shall be deemed to have delivered peaceful permissive and vacant permissive possession of the Said Property to the Developer and/or shall be deemed to have granted a license to enter into the Said Property for undertaking development of the Project.

17. The Owners confirm that the Owners have collectively and/or individually complied with all relevant law(s) which they were required to comply with from time to time, either individually or collectively, and further confirm and undertake to comply with all applicable law(s), as also HIRA/Said Act, as and when made applicable, and will also join the Developer as a "co-developer" in case so required under the provisions of HIRA/Said Act upon the same coming into force.

ARTICLE –III:

EXERCISE OF DEVELOPMENT RIGHTS.

1. The Owners hereby grant exclusive and sole right to the Developer through a development Power of Attorney to build upon and commercially utilize the Said Project for construction of the New Building which will be a residential building strictly in accordance with the proposed building plan which is to be sanctioned from the KMC without violating any statutory rules and regulation of the KMC and/or any other law for the time being in force. Notwithstanding grant of the aforesaid Development Power of Attorney, the Owners hereby undertake that they will execute, as and when necessary, all papers documents, plans etc. for the purpose of construction and development of the New Building on the Said Property.



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2. The Developer shall, as and when required, obtain registration under HIRA/ Said Act and if required, will cause the Owners to join the Developer as a co-developer for undertaking the development and construction of the New Building on the Said Property.
3. The Developer shall from its own fund (and/or funds obtained from Banks/financial institutions for construction of the New Building as the Developer may so decide)and/or cost and expenses construct the said New Building as per building plan which shall be sanctioned from the KMC and the New Building (Multi-storied Building) shall be completed within 36 (thirty six) months from the date of plan sanction and extra grace period of 12 (twelve) months shall be given by the Owners in case of any Force Majeure and/or Natural Calamity.
4. The Developer, however, shall pay damage @ Rs. 15000/- Rupees (Fifteen Thousand) only per month jointly along with monthly rent if the Project or the construction of the New Building is not completed within stipulated time as mentioned above or as may be extended on considered grounds.
5. The Developer shall render to the Owners all necessary assistance for such each and every matter regarding the Said property or premises and simultaneously the Owners must also render their all assistance and help and/or co-operate with the Developer by giving consent and/or NOC, as the case may be, as and when required for obtaining finance in connection with the Project of construction of the New Building at the Said Property as and when it will be required during the period of construction and to sign, make, file and / or prosecute and or to do all such acts, deeds and things as may be necessary to do for the said Project and or to do make agreement for sale of any flat or flats or parking spaces within Developer Allocation



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6. The Developer shall be liable exclusively to bear all costs, expenses, damages, losses for any accident, casualty if any happening during the period of new construction or proposed project either willful or accidental in any manner whatsoever and the Owners shall not be liable for the same. There shall be no vicarious liabilities in any form in so far as the Owners are concerned.

ARTICLE - IV :

BUILDING

1. The Developer from their own costs and expenses and/or from funds obtained from financial institutions/banks, as the case may be, construct and/or cause to be constructed the New Building as per building plan which is to be sanctioned from the KMC and such construction will be with good and standard materials having ISI marks and with fittings and fixtures as per specification of works schedule as mentioned in **SCHEDULE-G** hereunder written and/or as per approval of the appointed Architect.
2. The Owners hereby give to the Developer exclusive right for construction of the New Building as per building plan which is to be sanctioned by the KMC.
3. The Developer, under the development power of attorney, as mentioned hereinabove, to be granted to the Developer and be registered simultaneously and/or as soon as after registration of this Agreement, shall have the power and/or the liberty to make agreement for sale of Flat or Flats, parking spaces in the proposed Project/New Building with the intending purchaser(s) in respect of the flats/units/parking areas etc from the Developer's Allocation and the Developer shall be at liberty to receive earnest money and/or consideration for the same after entering into the agreement for sale



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and/or after complying with the relevant provisions of HIRA/Said Act without any further consent of the Owners **EXCEPT** for the Owner's Allocation. The Developer shall not hand over any unit to any buyer of flats of the Developer's Allocation without handing over the Owners' Allocation in the New Building at first to the Owners and/or their nominees.

4. The Developer shall bear all cost and expenses with regard to Mutation and recoding the names of the Present Owners in the records of Kolkata Municipal Corporation. The Developer shall bear all expenses for amalgamation, KIT survey and other ancillary works for the purpose of sanction of Building Plan in respect of the Said Property.
5. With handing over the possession of the Land One, Land Two and Land Three as mentioned in the Schedule A, B & C by the Owners to the Developer, the Developer shall start paying the KMC Taxes of the aforesaid Property upto the grant of completion certificate. Upto handing over the possession of the Land One, Land Two and Land Three as mentioned in the Schedule A, B & C, the Owners shall be liable to pay the KMC rates and taxes.

ARTICLE – V :

POST COMPLETION OBLIGATIONS

1. After completion of the New Building on the land of the Said Property by the Developer in all respect the Developer shall;
 - (i) complete the remaining finishing work, if any, in the New Building with all fittings and fixtures as per agreed specifications, as mentioned in **SCHEDULE-G** hereunder written, obtain completion and/or occupancy certificate and hand over Owner's Allocation first to the Owners with all completed works as per pre agreed schedules and with provision of water, electricity, drainage system and plumbing facilities



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etc. all made/provided prior to delivery of possession. The possession of the Owner's Allocation to the Owners and/or to their

3. The Owners must not disturb the rights of the allottees of the Developer's Allocation in the Common Areas but the allottees of the Owners' Allocation or the Owners themselves, for the flats retained by them, if any, will always have the right to enjoy Common Areas including the right of user of stairs and staircase, pump room, water tank, water reservoir, open and other common spaces and landings passages path and roof of the New Building with other occupiers of the New Building together with right of enjoyment of other common facilities and amenities available therein in the said New Building.
4. The Developer shall hand over the maintenance and management of the New Building to the Association latest within a year from the date of the Developer obtaining the statutory partial/full occupancy certificate from the concerned municipal authorities.

ARTICLE – VI :

RIGHTS OF THE DEVELOPER

1. During the period of construction the Developer shall appoint their own Architect or Engineer for supervision of the proposed project without the consent of the Owners.
2. The Developer shall construct the New Building as per proposed building plan which need to be sanctioned by the Kolkata Municipal Corporation strictly without any hindrance and obstruction from the part of the Owners.
3. The Developer shall complete the Project in all respect and shall be entitled to make Agreement for Sale with the intending buyer or buyers for selling any flat or flats from the Developer own allocation and to



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receive earnest money and/or Consideration for the same, in the manner and by executing relevant documents/agreements, as may be permissible under the relevant laws and/or under HIRA/ Said Act, as the case may be, without any further permission of the Owners.

4. The Developer shall be entitled to represent the Owners everywhere in respect of this particular Project, being the subject matter of this Agreement.

ARTICLE VII

TITLE DEEDS:

1. The original title deeds and all other original documents in respect of the Said Property shall be handed over to the Developer by the Owners simultaneously upon execution of this Agreement which shall be kept by the Developer in its safe custody in an un-obliterated and un-cancelled manner until the Project is completed and the said documents are finally handed over to the Association of allottees of flats/units etc.
2. Upon formation of the Association of the Transferees of the Units in the New Building for taking over the acts relating to the Common Areas, the Developer shall deliver the original title deeds in respect of the Said Property to such Association.
3. The Developer shall be entitled to provide inspection, examination of the said documents from time to time to such persons for such matters as shall be relevant for the purposes of the Project and/or sale , transfer of Units in the Project.



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4. It being further agreed that respective Transferees of Units shall be permitted to take finance from banks and financial institutions for acquiring the Units and/or Parking Spaces in the New Building without any obstruction from the Owners or the Developer.

ARTICLE – VIII :

MISCELLANEOUS

1. This Agreement shall be and or always deemed to have commenced on and from the date of execution of this Agreement. The Owners and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a natural calamities shall mean flood, earth quake, riot, war storm, and tempest, Civil Commotion, strike, lockout and/or any other act or omission beyond the control the part affected thereby.
2. It is understood that from time to time to enable the construction of the New Building by the Developer various acts, deeds, things and matters not herein specifically referred to may be required to be done by the Developer which may require authority of the Owners on various applications and other documents that may be required to be signed or made by the Owners relating to which no specific provisions have been made herein and for such eventualities, the Owners hereby authorize the Developer to do all such acts deeds things and matters and undertakes forthwith to sign all such papers and documents, upon being required by the Developer in this behalf to execute such papers and documents, for the purposes as stated above and all the costs etc in this regard must be borne by the Developer.



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3. The Developer shall bear all the Municipal taxes and other outgoings simultaneously with the delivery of possession of the Said Property, till the date of allocation and/or transfer of possession of the constructed flats to the respective Transferees. And after the said transfer the Transferees or the Allottee, together with the Owners or the Developer, for their remaining unsold flats, shall pay taxes and other outgoings for their respective flat or flats proportionately till separate assessment of all such flats be made.
4. Nothing in this Agreement shall be construed to be a demise or assignment or conveyance in respect of the Said Property or any portion thereof to the Developer or creating any right title and interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially utilise the same as per the building plan to be sanctioned by the Kolkata Municipal Corporation as stated above and/or the entitlement of the Developer to the Developer's Allocation and/or for sale and transfer of the Developer's Allocation as the consideration of the Developer for the incurring costs of construction of the proposed New Building on the Said Property.
5. The Owners shall be liable to pay and bear proportionate taxes payable in respect of the said Owners' Allocation prior to the date of the Owners' taking possession thereof in the said New Building in respect of the flats allocated as Owners' Allocation otherwise the Developer, shall not be responsible for all taxes and outgoings.
6. The agreement entered into by and between the Parties herein is and shall be on principal to principal basis. Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.



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7. The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this Agreement.
8. The Parties shall be required to register this Agreement for which payment of appropriate stamp duty and registration charges will be made by the Developer. The Owners shall, however, provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.
9. The registered original Agreement will be retained by the Developer and the certified copy will be preserved by the Owners
10. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
11. The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.
12. The Developer shall be entitled to raise finance and/or obtain loan from any bank/financial institutions by creating charge/mortgage of the developer's allocation and in that case the Owners shall be duty bound to execute and/or joint the mortgage transaction. However, the Developer shall not be any acts or thing by which the owner's interest shall be in the subject property shall be affected or prejudiced in any manner.
13. It is agreed and confirmed between the Land Owners and the Developer shall be entitled to dismantle the existing structure lying and situate upon the Land One, Land Two & Land Three and the Developer shall be entitled to all proceeds thereof.



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ARTICLE X**FORCE MAJEURE:**

- 1 Force Majeure shall mean flood, earthquake, riot, war, cyclone tempest, civil commotion, strike and/or their event beyond the control of the Parties.
- 2 The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of force Majeure and the performance of such obligation shall be suspended during the period of force Majeure.

ARTICLE XI**IDENTIFICATION OF THE RESPECTIVE ALLOCATIONS.**

After Sanction of building plan from the competent authority the Owners and Developer as First Party and Second Party shall decide the respective allocation amicably and mutually and will record such allocation in a separate agreement to be entered into with proportionate equal advantages and disadvantages to both the Parties.

ARTICLE XII**INDEMNIFICATION:**

1. The Developer shall indemnify and keep the Owners saved, harmless and indemnified from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Building including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations laws or bye-laws or arising out of any



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accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the powers of attorney to be granted by the Owners in pursuance hereof.

- 2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of construction of the New Building on the Said Property including the marketing thereof for any successful claim by any third party or for any defect in title of the Said Property or any of the Owner's representations, as stated hereinabove being incorrect.
3. The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Allocation. Similarly, the Developer shall not be liable for any Income Tax or Wealth Tax in respect of transfer of the Owners' Allocations and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocations.

ARTICLE XIII

ASSIGNMENT AND SUBCONTRACT

1. The Developer shall at all times be permitted to assign its rights, obligations and interest in the Agreement (or part thereof), to its affiliate/ subsidiary company with the prior written consent of the Owners BUT in case of assignment to any third party prior written consent of the Owners will be required to be taken by the Developer



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2. The Developer shall, at all times, be entitled to engage and contract out construction/ development of the New Building or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate.
3. The Owners shall not assign any rights and obligations contained herein to any person without prior written permission of the Developer.

ARTICLE XIV

RESERVATION OF RIGHTS:

- 1 No forbearance, indulgence or relaxation by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 2 Any waiver or acquiescence by any Party of any breach of any of the provision of this Agreement shall not be construed as a waiver or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

ARTICLE XV

WAIVER:

- 1 Any term or condition this Agreement may be waived at any time by the Party who is entitled to the benefit thereof, Such waiver must be in writing and must be executed by such Party.
- 2 A waiver on occasion will not be deemed to be of the same or any breach or non-fulfilment on a future occasion. No omission or delay on the part of either Party to require one and punctual performance of obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other party and it shall not in any manner constitute a



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continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligation hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

ARTICLE XVI

GOVERNING LAWS:

- 1 This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
- 2 The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body etc. as a result of non-compliance by either Party, will be borne by the defaulting Party.

ARTICLE XVII

NOTICE:

Any notice, consent, approval, demand, waiver or communication required or permitted hereafter shall be in writing and shall be deemed given/effective or delivered to the person personally, at the time of delivery or if sent by registered or certified mail at the address as mentioned above.

ARTICLE XVIII

LEGAL ACTIONS AND TERMINATION:

1. Both the parties shall have liberty to avail of the opportunity under the specific performance of contract of this agreement for the non-



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compliance of the covenant herein before mentioned alternatively, at any time of any dispute would arise between the parties hereto regarding the construction or interruption of any of the terms and conditions herein contained or touching these present of determination of any liability of any of the parties under this agreement the same shall be decided by the court of law having competent jurisdiction by way of a suit by the aggrieved party.

2. The Owners recognize and acknowledge that the Developer has invested and will further be investing substantial sums of money and time in the construction of the New Building and/or Complex and has entered into this Agreement on the specific understanding that the Owners shall not be entitled to terminate this Agreement for any reason whatsoever.
3. To the extent that there is any conflict in between the parties hereto in relation to any of the provisions of this Agreement and any other agreement by which the Owners or the Said Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.
4. The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

ARTICLE XIX
ENTIRE AGREEMENT



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This Agreement constitutes the entire Agreement in between the Party and revokes and supersedes all previous discussions / correspondence and Agreements between the Party, oral or implied saved and except Lease Deed.

ARTICLE XX

JURISDICTION:

Court at Kolkata Zone shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto.

ARTICLE XXI

RULES OF INTERPRETATION:

1. Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.
2. It is agreed that all presumptions, which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions will be adverse to the right title and interest of the Parties to this Agreement.
3. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.



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4. The division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
5. When calculating the period of time within which or following which any act is to be done or step to be taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
6. All references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
7. The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
8. Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
9. Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the 'operative part and to be interpreted, construed and read accordingly.



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THE SCHEDULE 'A' ABOVE REFERRED TO

(LAND ONE)

ALL THAT piece and parcel of land admeasuring an area **18 Cottah 14 Chittack** equivalent to **13,590 Sq.Ft, more or less**, along with structure standing thereon under Mouza Paschim Kulia, Dihi Panchannagram, Division-3, Sub Division-15, **Holding No 38/ 39/40A/75**, Barwaritala Road, lying and situated at **Premises No. 15, Barwaritala Road, presently known and numbered as Premises No. 21, Barwaritala Road, Beliaghata**, Police Station Beliaghata, Office of Sub Registrar and ADSR Sealdah, under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010, District South 24 Parganas, hatted and bounded as follows :-

On the North : 22 Feet Wide Barwaritala Road

On the South : Premises No. 24D Barwaritala Road

On the East : Premises No. 20, Barwaritala Road

On the West : Premises No. 22, Barwaritala Road

THE SCHEDULE 'B' ABOVE REFERRED TO

(LAND TWO)

ALL THAT piece and parcel of land admeasuring an area **4 Cottah 9 Chittack (more or less)** equivalent to 3285 Sq. Ft, along with structure standing thereon under Mouza Kulia, Dihi Panchannagram, Division-3 Sub Division-15, **Holding No 81, Sabek 14 and Hal 20, being Premises No. 20, Barwaritala Road, Beliaghata**, Police Station Beliaghata, Office of Sub Registrar and ADSR Sealdah, under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010, District South 24 Parganas, butted and bounded as follows :-

On the North : 24 Feet wide Barwaritala Road



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On the south : Premises No. 24E Barwaritala Road

On the East : Premises No. 19, Barwaritala Road

On the West : Premises No. 21, Barwaritala Road

THE SCHEDULE 'C' ABOVE REFERRED TO

(LAND THREE)

ALL THAT piece and parcel of land admeasuring an area **5 Cottah 6 Chittack 25 Sq.Ft, equivalent to 3895 Sq.Ft, (more or less)** along with structure standing thereon under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, **lying and situated at Premises No. 19, Barwaritala Road**, previously 13 Barawaritala Road, Post Office and Police Station Beliaghata Kolkata- 700 010, Office of Sub Registrar and ADSR Sealdah, under Ward No. 34, within the ambit of Kolkata Municipal Corporation, District 24 Parganas South, butted and bounded as follows :-

On the North : 24 Feet Barwaritala Road

On the South : Premises No. 18/H/11, Barwaritala Road

On the East : Premises No. 18, Barwaritala Road

On the West : Premises No. 20, Barwaritala Road



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THE SCHEDULE 'D' ABOVE REFERRED TO

(SAID PROPERTY)

ALL THAT piece and parcel of land measuring **ALL THAT** piece and parcel of land measuring **28 Cottah 13 Chittack 25 Sq.Ft (more or less), being the Said Property, Together With Structure standing thereon** i.e, the properties situated in Mouza Kulia, Pashim Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, **Holding No 38/39/40A/75, (in respect of** premises No. 15, Barwaritala Road, presently known and numbered as Premises No. 21, Barwaritala Road,) **Holding No. 81, Sabek 14 and Hal 20, (in respect of Premises No. 20, Barwaritala Road) and Holding No. 78 (in respect of Premises No. 19, Barwaritala Road) being Premises Nos. 19, 20 and 21, Barwaritala Road, Police Station Beliaghata, Sub Registrar And ADSR Sealdah, under Ward No. 34, within Kolkata Municipal Corporation, Kolkata- 700 010, District South 24 Parganas.**

THE SCHEDULE "E" ABOVE REFERRED TO

(PART-I)

(OWNERS' ALLOCATION)

- I. ALL THAT** the 50% (fifty percent) of the Carpet Area as also 50% (fifty percent) of the Parking Spaces as so sanctioned by the competent authority and/or the Kolkata Municipal Corporation in the proposed New Building along with the undivided proportionate title (attributable to the said 50% of the Carpet Area of the New Building to be allocated the Owners) in the Common Areas to the association of allottees or the competent authority, as the case may be, including the right of use and enjoyment of Common Areas, passage, staircase etc. to be used with all the Flat Owners provided



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in the New Building. It is hereby agreed and recorded by and between the parties that in case in change of regulation of building plan of the Kolkata Municipal Corporation or otherwise any additional floor/floors are permitted to be constructed within the currency of this agreement or before the completion of the project, the same will be governed by the fresh terms and conditions to be agreed between the parties.

- II.** The Developer shall pay to the Owners namely Alok Ghosh, Pulak Ghosh, Dipa Ghosh, Manahendra Ghosh, Soma Ghosh and Tamanud Ghosh refundable/adjustable advance of Rs.1,00,000,00/- (Rupees One Crore) only in proportion to each of such Owners as mentioned in III below at the time of execution of this Agreement and the Development Power of Attorney to be executed and registered by the Owners in favour of the Developer pursuant to this agreement and a further sum of Rs.1,00,000,00/- (Rupees One Crore) only shall be paid by the Developer to the Owners in proportion to each of such Owners, as mentioned in III below within one month after obtaining sanctioned plan from the Kolkata Municipal Corporation by payment of necessary fees and charges accordingly.
- III.** The Distribution of refundable/adjustable advance of Rs. 1,00,000,00/- (Rupees One Crore)only, with execution of this Agreement in accordance with the individual proportionate share of the Said Property i.e, land and structures in respect of Premises No. 19, 20 and 21, Barwaritala Road has been made and/or paid by the Developer to each of the Owners is in the manner stated as follows which each of the Owner hereby acknowledges to have received



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and the payment of the same is described in detail in the Memo of Consideration written at the foot of this agreement.

Manabendra Ghosh (Undivided 1/4 th Share)	-----25,00,000/-
Soma Ghosh (Undivided 1/8 th Share)	----- 12,50,000/-
Tamanud Ghosh (Undivided 1/8 th Share)	-----12,50,000/-
Dipa Ghosh (Undivided 1/4 th Share)	----- 25,00,000/-
Alok Ghosh (Undivided 1/12 th Share)	----- 8,33,333/-
Pulak Ghosh (Undivided 1/6 th Share)	----- 16,66,667/-

IV. The Developer shall arrange the Shifting of the respective Owners with adequate space and accommodation for satisfying the respective demand of the Owners and accordingly shall bear cost and expenses towards that during the period of construction of the New Building till handing over their possession

V. That the monthly rent for shifting of the tenants and /or evicting/removing the tenant during construction period will be borne by the Owners only. The Developer shall not be held liable in any manner.

PART-II

(DEVELOPER'S ALLOCATION)

- I. All the rest/balance 50% **Carpet Area** in the proposed New Building as also the rest/balance Parking Areas as also other areas including commercial spaces, if any, **save and except**



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the Owners' Allocation more fully described in **Part-I** herein above including the right of use and enjoyment of Common Areas, passage, staircase etc. to be used with all the Flat Owners provided in the New Building. It is hereby agreed and recorded by and between the parties that in case in change of regulation of building plan of the Kolkata Municipal Corporation or otherwise any additional floor/floors are permitted to be constructed within the currency of this agreement or before the completion of the project, the same will be governed by the fresh terms and conditions to be agreed between the parties.

II. The Developer, subject, however to the compliance of the provisions of Section 14(2)(i) and/or other relevant provisions of the West Bengal Housing Industry Regulation Act, 2017, and/or the rules and regulations made thereunder, from time to time, upon the same being applicable and enforceable in due course, and subject to the Developer delivering the Owners' Allocation to each of the Owner and also complying with the covenants as mentioned in **Part-I** of **Schedule-E** hereinabove written, reserves the right to mutate and amalgamate the Said Property along with other premises by causing the Owners' to execute Deed(s) of Exchange and /or Deed(s) of Gift amongst the Owners and others and in this regard, the Developer shall be liable to exclusively bear all costs and expenses for getting advantages in respect of construction and consumption of F.A.R. (Floor Area Ratio) according to the existing Law of the Land/ The KMC Building Rule, as amended from time to time.

III. It is hereby agreed between the parties herein that the Sri Pulak Ghosh, the Land Owner no.2 shall be specifically allotted a demarcated portion measuring about 650 sq.ft. on the ground



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floor of the proposed building to be constructed on the land of the said property out of his allocable owners' allocation i.e. the Pulak Ghosh shall be allocated the balance floor area on other floors. It is further agreed between the parties no other owners shall be entitled to claim any space on the ground floor and the proper allocation agreement shall provide individual owner's allocation after sanction of building plan.

IV. A further Agreement detailing such distribution of the respective allocation of the Parties to this Agreement in the New Building shall be entered by and between the Parties to this Agreement as per the sanction of the Plan of the said New Building by KMC **PROVIDED ALWAYS** the allocation of 50% to the Owners and allocation of the remaining 50% and/or the rest/balance to the Developer shall be distributed between the Owners and Developer after Plan sanction horizontally and vertically by mutual understanding between the Owner and the Developer with proportionate equal advantages and disadvantages to each of the Parties herein.

THE SCHEDULE "F" ABOVE REFERRED TO

(COMMON AREAS)(Description of common space, open space and common facilities and amenities in the said New Building to be constructed.)

I. The entire land comprised within the Said Property on which the construction of the New Building is proposed to be undertaken.

II.



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The stairs and staircases and lift of the New Building including lobbies, water reservoir, over head tank, other common spaces and open spaces of the said premises including main sanitary line, water line, sewerage line, drainage line, outside wall of the main building, main electric line, electric meter from pump room and other common facilities and amenities available therein in the said building together with other common right of easement available therein and for enjoyment of the same with other occupiers of the said building.

III. All other portions of the New Building to be constructed on the Said Property necessary or convenient for its maintenance, safety etc and required for common use.

THE SCHEDULE "G" ABOVE REFERRED TO

(SPECIFICATION OF WORKS SCHEDULE)

- i. **STRUCTURE:** R.C.C framed structure with good quality Brick external walls and 3"/5" partition walls between flats as per sanction plan.
- ii. **FLOORING:** Marble or vitrified 4" high skirting for all bed rooms, dining-drawing, kitchen, toilets, and balconies.
- iii. **KITCHEN :** Black cooking desk, black granites/S.S sink with waste, waste pipe and two bib cock, 2 nos Black stone shelves, 6 feet high glazed tiles above cooking desk.
- iv. **TOILETS :** 6'high ceramic tiles
- v. **WATER SUPPLY:** Municipal water supply from underground Reservoir, Overhead Concrete Tank, pump provision with BE Pump fitted with Motor.



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- vi. SANITARY & PLUMBING:** Concealed pipeline with G.I. /PVC make with hot & cold arrangement in one toilet with necessary fittings as given in each toilet. One Pillar Cock, One Shower Arrangement, One Bibcock with standard fittings
- vii. ELECTRICITY:** Concealed wiring with necessary switch board having three light points, one fan point and 6 AMP plug point plug point for refrigerator, one point for T.V., and calling bell point for main entrance of the flat and one point for washing machine. I Exhaust point as required.
- viii.** The lift should be installed within the construction period so that the owners can use the same.
- ix. DOORS:** Sal wood Door frame with flash door excepting toilets P.V.C doors at toilets with standard fittings.
- x. WINDOWS:** Natural Colour anodized Aluminum sliding window with 4 mm thick white middle point glass make with MS iron grill.
- xi. COLOUR :** All wall plaster of paris without painting of internal walls, cement based colour for outer walls, synthetic enamel paint on grills and Door shutters.
- xii. LETTER BOX:** Individual letter boxes on the wall at main entrance (Ground floor) of the building.
- xiii. BUILDING ENTRANCE:** M.S. Gates at the Main entrance of the building of required numbers.
- xiv. COMMON AREAS AND PASSAGES:** Roof tiles
- xv. EXTRA WORK:** Any extra work other than our standard specification shall be charged extra and such amount to be paid to vendor/developer before the execution of the said extra work.



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

WITNESSES:

1) Ashoke Saha
110 AF, B. N. R.
KOL-10

1. HOK Ghosh.
- (2) Pulak Ghosh
- (3) Dipa Ghosh.
- (4) Some Ghosh.
- (5) Tamarid Ghosh.
- (6) M. Ghosh.
(Manabendra Ghosh.)

SIGNATURE OF THE OWNERS

2) Anupram Ghosh
21, Barwanitale Road
Belghata Kolkata - 700010.

Ajmir Tower Private Limited



Director

SIGNATURE OF THE DEVELOPER

Drafted by:-

Soumya Ghosh
Advocate

High Court, Calcutta.
14/1
(WB/1125/957/2015)



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MEMO OF CONSIDERATION

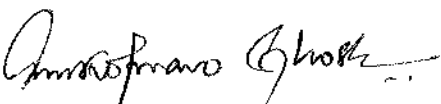
Date	Drawn on	Cheque No.	Amount Rs. P.
16.05.2018	By Axis Bank Ltd, Beliaghata Branch , Alok Ghosh	129370	8,33,333=00
16.05.2018	By Axis Bank Ltd, Beliaghata Branch, Dipa Ghosh	129371	25,00,000=00
16.05.2018	By Axis Bank Ltd, Beliaghata Branch, Soma Ghosh	129372	12,50,000=00
16.05.2018	By Axis Bank Ltd, Beliaghata Branch, Tamanud Ghosh	129373	12,50,000=00
16.05.2018	By Axis Bank Ltd, Beliaghata Branch, Manabendra Ghosh	129374	25,00,000=00
16.05.2018	By Axis Bank Ltd, Beliaghata Branch,Pulak Ghosh	129375	16,66,667=00
		Total :	1,00,00,000=00

WITNESSES :

1. 

Alok Ghosh
Dipa Ghosh.
Soma Ghosh.
Tamanud Ghosh.
Manabendra Ghosh.
Pulak Ghosh.


































Signature of the Owners

2. 



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SPECIMEN FORM FOR TEN FINGERPRINTS
















Sl. No.	Signature of the executants/ presentants					
	 <i>Tamarud Ghoosh</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Manabendra Goshal</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Gaurav</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little



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SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants					
	 Alok Ghosh	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
	 Pulak Ghosh	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
	 Dipa Ghosh	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
	 Sama Ghosh	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				



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Government of West Bengal

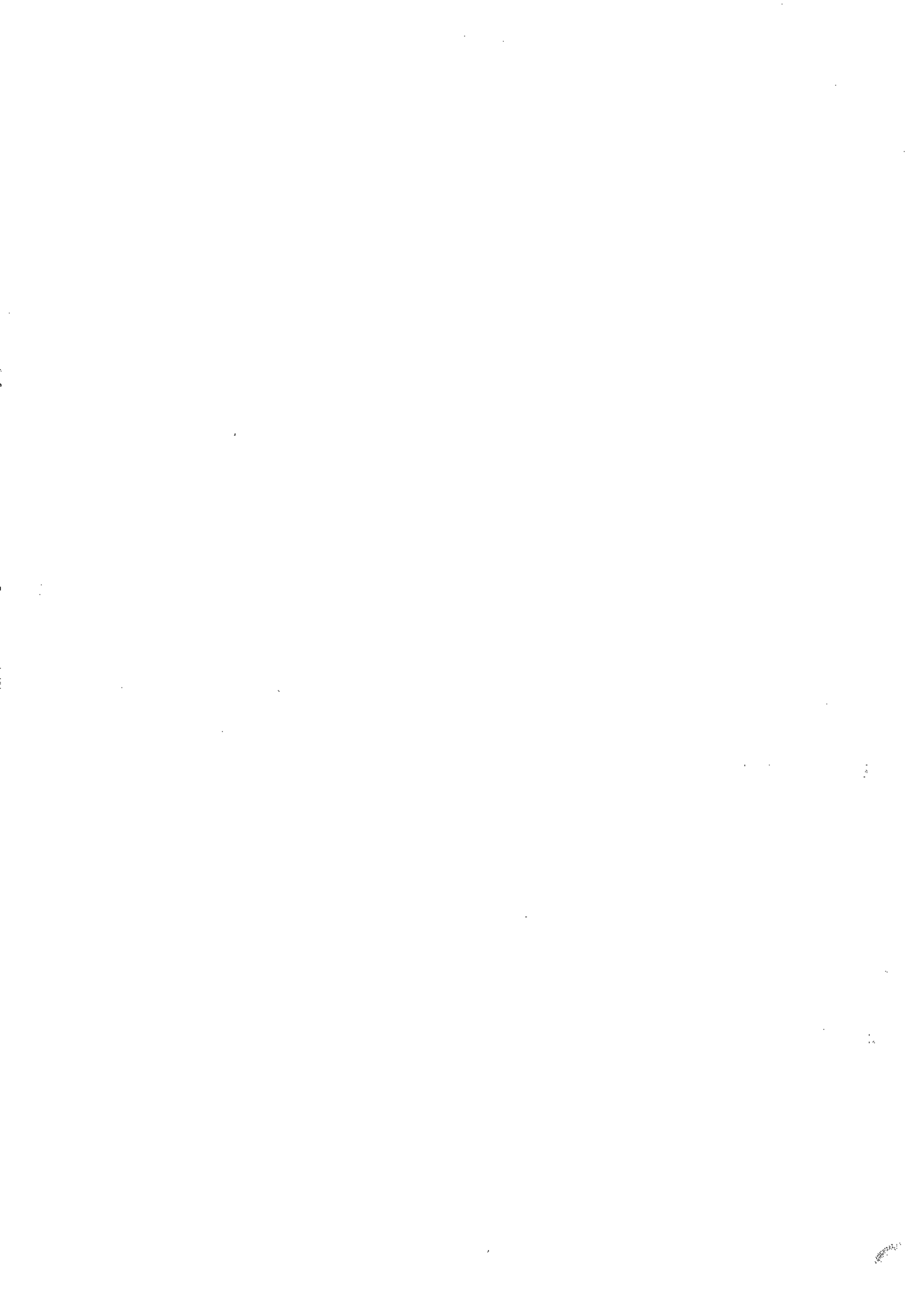
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. SEALDAH, District Name :South 24-Parganas









Signature / LTI Sheet of Query No/Year 16061000136188/2018

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


SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Alok Ghosh 21, Barowari Tala Road, P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN - 700010	Land Lord			Alok Ghosh. 21.5.18
2	Pulak Ghosh 21, Barowari Tala Road, P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN - 700010	Land Lord			Pulak Ghosh 21.5.18.
3	Dipa Ghosh 21, Barowari Tala Road, P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN - 700010	Land Lord			Dipa Ghosh. 21.5.18



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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Soma Ghosh 21, Barowari Tala Road, P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN - 700010	Land Lord			Soma Ghosh 21.05.2018
5	Tamanud Ghosh 21, Barowari Tala Road, P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN - 700010	Land Lord			Tamanud Ghosh 21.05.2018
6	Manabendra Ghosh 21, Barowari Tala Road, P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN - 700010	Land Lord			M. Ghosh 21/5/18
7	Shri Raju Naskar B/153/1/H/1, Beliaghata Main Road, P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN - 700010	Represent ative of Developer [AJMIR TOWER PRIVATE LIMITED]			Raju Naskar 21/5/2018

Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr Soumalya Ghosh Son of Shri Subir Ghosh High Court, Calcutta, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001	Alok Ghosh, Pulak Ghosh, Dipa Ghosh, Soma Ghosh, Tamanud Ghosh, Manabendra Ghosh, Shri Raju Naskar	Soumalya Ghosh Adv. 21/5/18


 (Satyajit Biswas)
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.
 SEALDAH
 South 24-Parganas, West
 Bengal



Major Information of the Deed

Deed No :	I-1606-02196/2018	Date of Registration	22/05/2018
Query No / Year	1606-1000136188/2018	Office where deed is registered	
Query Date	18/05/2018 2:20:46 PM	A.D.S.R. SEALDAH, District: South 24-Parganas	
Applicant Name, Address & Other Details	Soumalya Ghosh High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7278691069, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Market Value		
Rs. 6/-	Rs. 7,74,23,011/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 1,00,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Beliaghata, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Barowari Tala Road, , Premises No. 19, Ward No: 34

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		5 Katha 6 Chatak 25 Sq Ft	1/-	1,42,37,849/-	Width of Approach Road: 24 Ft.,

District: South 24-Parganas, P.S:- Beliaghata, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Barowari Tala Road, , Premises No. 20, Ward No: 34

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2			Bastu		4 Katha 9 Chatak	1/-	1,20,08,045/-	Width of Approach Road: 24 Ft.,

District: South 24-Parganas, P.S:- Beliaghata, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Barowari Tala Road, , Premises No. 21, Ward No: 34

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L3			Bastu		18 Katha 14 Chatak	1/-	4,96,77,117/-	Width of Approach Road: 22 Ft.,
Grand Total :					47.5979Dec	3 /-	759,23,011 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	1/-	3,75,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L2	500 Sq Ft.	1/-	3,75,000/-	Structure Type: Structure

Major Information of the Deed :- I-1606-02196/2018-22/05/2018

Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

S3	On Land L3	1000 Sq Ft.	1/-	7,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2000 sq ft	3 /-	15,00,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Alok Ghosh Son of Late Ahindra Kumar Ghosh 21, Barowari Tala Road, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AAMPG0411H, Status :Individual, Executed by: Self, Date of Execution: 21/05/2018 , Admitted by: Self, Date of Admission: 21/05/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/05/2018 , Admitted by: Self, Date of Admission: 21/05/2018 ,Place : Pvt. Residence
2	Pulak Ghosh Son of Late Ahindra Kumar Ghosh 21, Barowari Tala Road, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFTPG5724P, Status :Individual, Executed by: Self, Date of Execution: 21/05/2018 , Admitted by: Self, Date of Admission: 21/05/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/05/2018 , Admitted by: Self, Date of Admission: 21/05/2018 ,Place : Pvt. Residence
3	Dipa Ghosh Wife of Alok Ghosh 21, Barowari Tala Road, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AGVPG9716A, Status :Individual, Executed by: Self, Date of Execution: 21/05/2018 , Admitted by: Self, Date of Admission: 21/05/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/05/2018 , Admitted by: Self, Date of Admission: 21/05/2018 ,Place : Pvt. Residence
4	Soma Ghosh Wife of Late Soumendra Ghosh 21, Barowari Tala Road, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AIJPG9882B, Status :Individual, Executed by: Self, Date of Execution: 21/05/2018 , Admitted by: Self, Date of Admission: 21/05/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/05/2018 , Admitted by: Self, Date of Admission: 21/05/2018 ,Place : Pvt. Residence
5	Tamanud Ghosh Son of Late Soumendra Ghosh 21, Barowari Tala Road, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: CAQPG8724H, Status :Individual, Executed by: Self, Date of Execution: 21/05/2018 , Admitted by: Self, Date of Admission: 21/05/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/05/2018 , Admitted by: Self, Date of Admission: 21/05/2018 ,Place : Pvt. Residence
6	Manabendra Ghosh Son of Late Samarendra Kumar Ghosh 21, Barowari Tala Road, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADNPG3259M, Status :Individual, Executed by: Self, Date of Execution: 21/05/2018 , Admitted by: Self, Date of Admission: 21/05/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/05/2018 , Admitted by: Self, Date of Admission: 21/05/2018 ,Place : Pvt. Residence

Major Information of the Deed :- I-1606-02196/2018-22/05/2018

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	AJMIR TOWER PRIVATE LIMITED B/153/1/H1, Beliaghata Main Road, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 , PAN No.:: AAICA6902G, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Shri Raju Naskar (Presentant) Son of Shri Gobinda Naskar B/153/1/H1, Beliaghata Main Road, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADSPN9015D Status : Representative, Representative of : AJMIR TOWER PRIVATE LIMITED (as director)

Identifier Details :

Name & address	
Mr Soumalya Ghosh Son of Shri Subir Ghosh High Court, Calcutta, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Alok Ghosh, Pulak Ghosh, Dipa Ghosh, Soma Ghosh, Tamanud Ghosh, Manabendra Ghosh, Shri Raju Naskar	

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Alok Ghosh	AJMIR TOWER PRIVATE LIMITED-1.48767 Dec
2	Pulak Ghosh	AJMIR TOWER PRIVATE LIMITED-1.48767 Dec
3	Dipa Ghosh	AJMIR TOWER PRIVATE LIMITED-1.48767 Dec
4	Soma Ghosh	AJMIR TOWER PRIVATE LIMITED-1.48767 Dec
5	Tamanud Ghosh	AJMIR TOWER PRIVATE LIMITED-1.48767 Dec
6	Manabendra Ghosh	AJMIR TOWER PRIVATE LIMITED-1.48767 Dec

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	Alok Ghosh	AJMIR TOWER PRIVATE LIMITED-1.25469 Dec
2	Pulak Ghosh	AJMIR TOWER PRIVATE LIMITED-1.25469 Dec
3	Dipa Ghosh	AJMIR TOWER PRIVATE LIMITED-1.25469 Dec
4	Soma Ghosh	AJMIR TOWER PRIVATE LIMITED-1.25469 Dec
5	Tamanud Ghosh	AJMIR TOWER PRIVATE LIMITED-1.25469 Dec
6	Manabendra Ghosh	AJMIR TOWER PRIVATE LIMITED-1.25469 Dec

Transfer of property for L3

SI.No	From	To. with area (Name-Area)
1	Alok Ghosh	AJMIR TOWER PRIVATE LIMITED-5.19063 Dec

Major Information of the Deed :- I-1606-02196/2018-22/05/2018

2	Pulak Ghosh	AJMIR TOWER PRIVATE LIMITED-5.19063 Dec
3	Dipa Ghosh	AJMIR TOWER PRIVATE LIMITED-5.19063 Dec
4	Soma Ghosh	AJMIR TOWER PRIVATE LIMITED-5.19063 Dec
5	Tamanud Ghosh	AJMIR TOWER PRIVATE LIMITED-5.19063 Dec
6	Manabendra Ghosh	AJMIR TOWER PRIVATE LIMITED-5.19063 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Alok Ghosh	AJMIR TOWER PRIVATE LIMITED-333.33333333 Sq Ft
2	Pulak Ghosh	AJMIR TOWER PRIVATE LIMITED-333.33333333 Sq Ft
3	Dipa Ghosh	AJMIR TOWER PRIVATE LIMITED-333.33333333 Sq Ft
4	Soma Ghosh	AJMIR TOWER PRIVATE LIMITED-333.33333333 Sq Ft
5	Tamanud Ghosh	AJMIR TOWER PRIVATE LIMITED-333.33333333 Sq Ft
6	Manabendra Ghosh	AJMIR TOWER PRIVATE LIMITED-333.33333333 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Alok Ghosh	AJMIR TOWER PRIVATE LIMITED-83.33333333 Sq Ft
2	Pulak Ghosh	AJMIR TOWER PRIVATE LIMITED-83.33333333 Sq Ft
3	Dipa Ghosh	AJMIR TOWER PRIVATE LIMITED-83.33333333 Sq Ft
4	Soma Ghosh	AJMIR TOWER PRIVATE LIMITED-83.33333333 Sq Ft
5	Tamanud Ghosh	AJMIR TOWER PRIVATE LIMITED-83.33333333 Sq Ft
6	Manabendra Ghosh	AJMIR TOWER PRIVATE LIMITED-83.33333333 Sq Ft
Transfer of property for S3		
Sl.No	From	To. with area (Name-Area)
1	Alok Ghosh	AJMIR TOWER PRIVATE LIMITED-166.66666667 Sq Ft
2	Pulak Ghosh	AJMIR TOWER PRIVATE LIMITED-166.66666667 Sq Ft
3	Dipa Ghosh	AJMIR TOWER PRIVATE LIMITED-166.66666667 Sq Ft
4	Soma Ghosh	AJMIR TOWER PRIVATE LIMITED-166.66666667 Sq Ft
5	Tamanud Ghosh	AJMIR TOWER PRIVATE LIMITED-166.66666667 Sq Ft
6	Manabendra Ghosh	AJMIR TOWER PRIVATE LIMITED-166.66666667 Sq Ft

Endorsement For Deed Number : I - 160602196 / 2018

Major Information of the Deed :- I-1606-02196/2018-22/05/2018

On 18-05-2018

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 7,74,23,011/-

Satyajit Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

On 21-05-2018

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

Presented for registration at 19:20 hrs on 21-05-2018, at the Private residence by Shri Raju Naskar ,

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

Execution is admitted on 21/05/2018 by 1. Alok Ghosh, Son of Late Ahindra Kumar Ghosh, 21, Road: Barowari Tala Road, , P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Business, 2. Pulak Ghosh, Son of Late Ahindra Kumar Ghosh, 21, Road: Barowari Tala Road, , P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Business, 3. Dipa Ghosh, Wife of Alok Ghosh, 21, Road: Barowari Tala Road, , P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, india, PIN - 700010, by caste Hindu, by Profession House wife, 4. Soma Ghosh, Wife of Late Soumendra Ghosh, 21, Road: Barowari Tala Road, , P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession House wife, 5. Tamanud Ghosh, Son of Late Soumendra Ghosh, 21, Road: Barowari Tala Road, , P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Business, 6. Manabendra Ghosh, Son of Late Samarendra Kumar Ghosh, 21, Road: Barowari Tala Road, , P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Business

Indetified by Mr Soumalya Ghosh, , , Son of Shri Subir Ghosh, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 21-05-2018 by Shri Raju Naskar, director, AJMIR TOWER PRIVATE LIMITED (Private Limited Company), B/153/1/H1, Beliaghata Main Road, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010

Indetified by Mr Soumalya Ghosh, , , Son of Shri Subir Ghosh, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Satyajit Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1606-02196/2018-22/05/2018

On 22-05-2018

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,021/- (B = Rs 1,00,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/05/2018 2:04PM with Govt. Ref. No: 192018190240593151 on 21-05-2018, Amount Rs: 1,00,021/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 7612101 on 21-05-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 25609, Amount: Rs.50/-, Date of Purchase: 21/05/2018, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/05/2018 2:04PM with Govt. Ref. No: 192018190240593151 on 21-05-2018, Amount Rs: 75,021/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 7612101 on 21-05-2018, Head of Account 0030-02-103-003-02



Satyajit Biswas

ADDITIONAL DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

Major Information of the Deed :- I-1606-02196/2018-22/05/2018

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AJMIR TOWER PRIVATE LIMITED

26/02/2010

Permanent Account Number

AAICA6902G


13082013

स्थाई लेखा संख्या / PERMANENT ACCOUNT NUMBER
AFTPG5724P

नाम / NAME
PULAK GHOSH

पिता का नाम / FATHER'S NAME
AHINDRA KUMAR GHOSH

जन्म तिथि / DATE OF BIRTH
07-11-1961

हस्ताक्षर / SIGNATURE


अयकर आबुक्त, (कम्पु. अभा.), कोल.
COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA

Shahin

Pulak Ghosh



Dipa Ghosh.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SOMA GHOSH
PRASANTA COOMAR DAS
03/04/1967
Permanent Account Number
AJJPG9882B



S. Ghosh
Signature

S. Ghosh

Soma Ghosh.

In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTHSI
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/ लौटाएं :
आयकर पैन सेवा यूनिट, UTHSI
प्लॉट नं. 3, सेक्टर 11, नवी मुंबई-400 614.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

CAQPG8724H



नाम/ Name
TAMANUD GHOSH

पिता का नाम/ Father's name
SOURYENDRA GHOSH

Tamanud Ghosh



जन्म की तारीख/ Date of Birth
23/11/1992

हस्ताक्षर/ Signature

07042017

Tamanud Ghosh

इस कार्ड को खोने / पाने पर कृपया सूचित करें / लौटायें :
आयकर पैन सेवा इकाई, एनएसडीएल
5 वीं भूजिल, मन्त्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडेल कॉलोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

If this card is lost / someone's lost card is found,
please inform / return to :
Income Tax PAN Services Unit, NSDI,
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MANABENDRA GHOSH
SAMARENDRA KUMAR GHOSH

06/10/1965

Permanent Account Number

ADNPG3259M

M. Ghosh

Signature



M. Ghosh.
Manabendra Ghosh.

In case this card is lost / found, kindly inform / return to :

Income Tax PAN Services Unit, UTITSI
Plot No. 3, Sector H, CBD Belapur,
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/लौटें।

आयकर सेवा यूनिट, UTITSI

प्लॉट नं: 3, सेक्टर H, सीडीबी बेलपुर,

नवी मुंबई-400 614

M. Ghosh.
Manabendra Ghosh.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAJU NASKAR
GORINDA NASKAR
12/10/1974
Permanent Account Number

ADSPN9015D

Raju Naskar
Signature

Raju Naskar

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

ALOK GHOSH



AHINDRA KUMAR GHOSH

30/06/1960

Permanent Account Number
AANPG0411H

Rph

Signature



11/04/2018

Rph.
Alok Ghosh

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201819-024059315-1 Payment Mode Online Payment
GRN Date: 21/05/2018 14:05:29 Bank: Axis Bank
BRN: 7612101 BRN Date: 21/05/2018 14:04:27

Challan No. : 16061000136188/5/2018
[Query No./Query Year]
Name : ASMIR TOWER FUTURE
Contact No. : 9831550566
E-mail : ajnirtower@yahoo.com
Address : B-1531H1BELIA SECTOR-10, BELUR, DIST. HOWRAH-700010
Applicant Name : Mr Soumalya Ghosh
Office Name :
Office Address :
Status of Depositor : Attorney of Property
Purpose of payment / Remarks : Agreement or Construction agreement

1	16061000136188/5/2018	Property Registration-Stamp duty	0020-02-103-003-02	75021
2	16061000136188/5/2018	Property Registration-Registration Fees	0030-03-104-001-16	100021

Total

175042

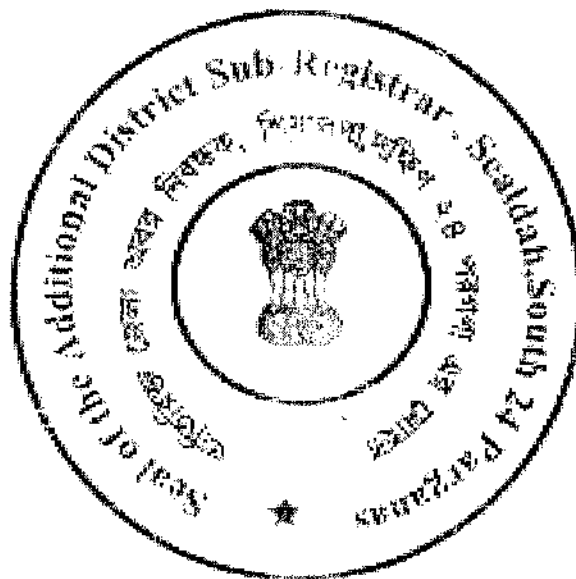
In Words : Rupees One Lakh Seventy Five Thousand Forty Two only

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2018, Page from 71599 to 71668

being No 160602196 for the year 2018.



Digitally signed by SATYAJIT BISWAS
Date: 2018.05.25 12:35:00 +05'30
Reason: Digital Signature needed

(Satyajit Biswas) 25-05-2018 12:34:13
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
West Bengal.

(This document is digitally signed.)