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17 FEB 2017

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 17H DAY OFFebrand THOUSAND AND SEVENTEEN

58 A. K. Chowdhary & Co. Advocates 10, Old Post Office Street ADD Rstantin $\mathbf{n}_{ij}^{(i)}$ 17 FEB 2017 SURANJAN MUKHERJEE Licensed Stamp Vendor C. C. Court 2 & 3 K. S. Rey Road, Kol-1 17 FEB 2017 Finir Gayrebork-39/1, Shib Marayon Des de 101-6 ·. 1722 ADDITIONAL REGISTRAR OF ASSURANCES IV. KOLKATA 1 7 FEB 2017 16 State South . rec.e. is r

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EPOSITOR'S DETAILS		
Name : NEELKANTH NIRMAN PVT LTD Contact No. : 9339839551 Mobile No. : E-mail : NEELNIRMAN@GMAIL.COM Address : 17/H/8, BALAI SINGHI LANE, KOLKA Applicant Name : Org NEELKANTH NIRMAN PRIVATE Office Name : Office Address : Status of Depositor : Buyer/Claimants Purpose of payment / Remarks : Sale, Development AYMENT DETAILS	+91 9339839551 TA - 700009	o./Query Year]
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In Words : Rupees Two Lakh Fifty One Thousand Ten only

BETWEEN

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- (1) NEELKANTH NIRMAN PRIVATE LIMITED, a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN - AACCN0826A, having its registered office at 17/H/8, Balai Singhi Lane, 1st Floor, Post Office: Amherst Street, Police Station: Amherst street, Kolkata- 700 009 being duly represented by one of its Director SHRI. BRIJESH KUMAR AGRAWAL having Pan: ACYPA6430G, son of Late Baijnath Agrawal, by faith Hindu, by Occupation Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata- 700 048,
- (2) ENTICE LANDMARK PRIVATE LIMITED, a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN. AADCE8949A, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office - Beadon Street, Police Station: Burtolla, Kolkata 700 006 being duly represented by one of its Director SHRI. AYUSH AGRAWAL having Pan: BGZPA7986D, son of Mr. Brijesh Kumar Agrawal, by faith Hindu, by Occupation Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata-700 048;
- (3) SMT SARASWATI DEVI AGRAWAL, having PAN: AECPA3729C, wife of Late Baijnath Agrawal, by faith Hindu, by Occupation Housewife, by Nationality: Indian, residing at 6/6, Brijdham Housing Complex, 255, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata- 700 048;
- (4) SAHARSH PROJECTS PRIVATE LIMITED, a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN. AATCS8669P, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office Beadon Street, Police Station: Burtolla, Kolkata 700 006 being duly represented by one of its Director SHRI AYUSH AGRAWAL having Pan: BGZPA7986D, son of Shri Brijesh Kumar Agrawal, by faith Hindu, by Occupation Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata-700 048.
- (5) Brijesh Kumar Agrawal (HUF) having PAN: AAFHB5706H represented by its Karta Shri. Brijesh Kumar Agrawal, having Pan: ACYPA6430G, son of Late Baijnath Agrawal, by faith Hindu, by Occupation Business, by Nationality: Indian,

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residing at 17/H/8, Balai Singhi Lane, Post Office: Amherst Street, Police Station: Amherst street, Kolkata- 700 009

(6) TELLUS PROPERTIES PRIVATE LIMITED, a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN. AAECT7376D, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office Beadon Street, Police Station: Burtolla, Kolkata 700 006 being duly represented by one of its Director SHRI SACHINDRA KUMAR JHA having Pan: AGLPJ5617K, son of Late Biswambar Kumar Jha, by faith Hindu, by Occupation Business, by Nationality: Indian, residing at Shastrinagar Barobahera, Opposite Madan Shop, Konnagar, Post Office: Barobahera, Police Station: Uttarpara, Hoogly-712246;

(7) PEARLTREE INFRASTRUCTURE PRIVATE LIMITED, a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN. AAHCP5344E, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office Beadon Street, Police Station: Burtolla, Kolkata 700 006 being duly represented by one of its Director SMT, AHSA DEVI AGRAWAL having PAN: ACNPA6738L, wife of Shri Brijesh Kumar Agrawal, by faith Hindu, by Occupation Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata- 700 048.

(8) SUBHASH CHANDRA SULTANIA, having PAN: ALQPS1611L, son of Late Ram Niranjan Sultania, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 18A, Ramkrishna Samadhi Road, Police Station – Phoolbagan, Post Office - Kankurgachi, Kolkata-700054

- (9) SHRI ANKIT AGRAWAL having PAN: BGZPA8163N, son of Shri. Brijesh Kumar Agrawal, by faith Hindu, by Occupation: Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata- 700 048;
- (10) KEDARNATH ENTERPRISES PRIVATE LIMITED, (Formerly known as KEDARNATH HEIGHTS PVT. LTD.) a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN. AAFCK2405B, having its registered office at 8, Zarrif Lane, Kolkata – 700 006 (formerly at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Kolkata 700 006) Post Office - Beadon Street, Police Station: Burtolla, being duly represented by one of its Director SHRI

ANKIT AGRAWAL having PAN: BGZPA8163N, son of Shri. Brijesh Kumar Agrawal, by faith Hindu, by Occupation - Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata- 700 048;

- (11) AMARNATH NIRMAN PRIVATE LIMITED, a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN. AALCA8304P, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office Beadon Street, Police Station: Burtolla, Kolkata 700 006 being duly represented by one of its Director SHRI. AYUSH AGRAWAL having Pan: BGZPA7986D, son of Mr. Brijesh Kumar Agrawal, by faith Hindu, by Occupation Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata-700 048,
- (12) Ayush Agrawal (PAN: BGZPA7986D) son of Mr. Brijesh Kumar Agrawal, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata- 700 048 by Occupation – Business, By Nationality – Indian.
- (13) Subhash Chandra Sultania (HUF) (PAN: AAYHS5868N) represented by Subhash Chandra Sultania, Karta of HUF (PAN ALQPS1611L) son of Late Ram Niranjan Sultania, residing at Brijdham Housing Complex, Building No. 5, Flat No. 19, 255, Canal Street, P.O. – Sreebhumi, P.S. – Lake Town, Kolkata – 700048 by Occupation – Business, By Nationality – Indian.

(The parties above named are collectively referred to as the **Owners** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include (as the case may be) their respective successor or successors-in-office and/or assigns and /or their legal heirs and representatives, administrators, executors and assign/s)

AND

NEELKANTH NIRMAN PVT. LTD., having PAN – AACCN0826A a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the premises no. 17/H/8, Balai Singhi Lane, 1st Floor, Kolkata, Post Office - Amherst Street, Police Station- Amherst Street, Pin- 700 009, represented by its Director Sri. Brijesh Kumar Agrawal (having PAN – ACYPA6430G) son of Late Baij Nath Agrawal, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 10/14, Brijdham Housing Complex, Shreebhumi, 211, Canal Street, Kolkata, Post Office - Shreebhumi, Police Station - Lake

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Town, Pin- 700 048, hereinafter called and referred to as "<u>DEVELOPER</u>" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns), of the <u>SECOND</u> <u>PART</u>.

WHEREAS:

- A. The OWNERS herein are seized and possessed either as owners and /or beneficial owners of or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring 182.856 Decimals equivalent to 110 Cottahs 10 Chittacks 2 Sq.ft. comprised in R.S & L.R. Dag Nos. No. 3939, 3938, 1061, 3916, and 3915 under L.R. Khatian No. 1850/2, 1717/2 and 1624/3, 3240,3241, 3242, 2597, 943, 1224, 4326, 2957, New L.R. Khatian nos. 3055, 3056, 3058, 3085, 3181, 3231, 3494, 5773, 5602, 5422, 5647, 5721, 5648, 5667, 6066, 5422, 5707, 6110 & 6109, in Mouza- Chakpachuria and Patharghata, J.L. No.33, 36 within the District of North 24 Parganas under Police Station- New Town, Pin code- 700135 more fully and particularly mentioned, described, explained, enumerated, provided and given in Part-I, Part-II, Part-III PART IV, and Part V of the FIRST SCHEDULE mentioned hereunder (hereinafter referred to as the said premises) free from all encumbrances and the entire land is described in Part-VI of the FIRST SCHEDULE.
- B. The OWNERS herein are desirous of raising, constructing, erecting, promoting, building and development of the multi-storied building/s on the said Land described in the first schedule and/or together with other land in the vicinity and /or enter into suitable arrangements in respect thereof and as such invited offer/s from DEVELOPER /s.
- C. DEVELOPER herein coming to know about the intention of OWNERS herein as aforesaid approached and/or offered the OWNERS herein to cause development at or upon the said land and to construct, erect, develop, built and promote building/buildings of various types and in the form of housing/commercial and/or housing-cum-commercial complex, with the land OWNERS of adjacent and/or adjoining lands as per the scheme of development containing the design and features as may be adopted/conceptualized from time to by DEVELOPER and /or building plan or plans to be sanctioned and/or approved by the authority concerned (hereinafter referred to as the "SAID PROJECT") on the said premises and OWNERS herein has agreed to such offer on the stipulated terms and conditions.

- D. OWNERS being desirous of having the lands described in the First Schedule to be put in *and used in the said project on the terms, conditions and proposals of DEVELOPER, has agreed to join DEVELOPER and put the said land at the disposal of DEVELOPER for the benefit of OWNERS and commercial exploitation thereof and on the terms and conditions hereinafter appearing.
- E. The consideration/s payable as well as benefit to enure to the respective parties have been mutually agreed upon and the allocation receivable by OWNERS and DEVELOPER has been decided and finalised.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE -A

DEFINITIONS.

IN THESE PRESENTS UNLESS THERE IS ANYTHING CONTRARY AND/OR REPUGNANT THE FOLLOWING HAVE THE MEANINGS AND EXPRESSIONS AS FOLLOWS:

OWNERS shall mean (1) NEELKANTH NIRMAN PRIVATE LIMITED, (2) ENTICE LANDMARK PRIVATE LIMITED, (3) SMT SARASWATI DEVI AGRAWAL, (4) SAHARSH PROJECTS PRIVATE LIMITED, (5) SHRI. BRIJESH KUMAR AGRAWAL (HUF), (6) TELLUS PROPERTIES PRIVATE LIMITED, (7) PEARLTREE INFRASTRUCTURE PRIVATE LIMITED, (8) SUBHASH CHANDRA SULTANIA, (9) SHRI ANKIT AGRAWAL (10) KEDARNATH ENTERPRISES PRIVATE LIMITED, (11) AMARNATH NIRMAN PRIVATE LIMITED, (12) SHRI AYUSH AGRAWAL (13) SUBHASH CHANDRA SULTANIA (HUF) and shall mean their legal heirs, representatives, executors, administrators, successors and assigns.

- DEVELOPER shall mean NEELKANTH NIRMAN PVT. LTD. a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the premises 17/H/8, Balai Singhi Lane, 1st Floor, Kolkata – 700 009.
- INTENDING PURCHASER shall mean the intending Purchaser intending to procure for valuable consideration payable to the DEVELOPER any Units, Flats, Car Parking

Space etc. at and under the said multi-storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex, as part of a composite scheme consisting of farm houses, out houses, row houses, villas, duplex and/or integrated complex in the said project.

- 3. TITLE DEED shall mean the various documents evidencing title and other documents concerning the titles and/or as are held by the Title Holders whose names appear in the First Column of the First Schedule described hereunder.
- 4. PREMISES shall mean ALL THAT Piece and Parcel of Land admeasuring an area of Total land 182.856 Decimals equivalent to 110 Cottahs 10 Chittacks 2 Sq.ft. provided and given in the part VI of the FIRST SCHEDULE.
- 5. SAID PROJECT/ COMPLEX BUILDINGS shall mean and include the proposed building or buildings forming parts of the consisting of Units, Flats, Car Parking Space etc. at and under the said multi-storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex, to be constructed erected and completed by DEVELOPER herein along with and/or separately with OWNERS of adjoining lands and in accordance with the map or plan to be sanctioned by the authorities concerned on the said premises or modification/s thereof.
- 6. ADVOCATE shall mean A.K. Chowdhary & Co., Advocates of 10, Old Post Office Street, Room no. 21, 1st Floor, Kolkata 700 001 as the Advocate of the Parties herein as appointed by OWNERS herein to act on their behalf for the entire project.
- 7. COMMON FACILITIES AND AMENITIES shall mean and include all areas and utilities in the said Project which has not been specifically allotted or sold and shall be common for all the purchasers who shall ultimately acquire Unit/Flat/Car Parking, Space holders, farm houses, out houses, row houses, villas, duplex and all its expenses including those in maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by OWNERS of each individual Unit/Flat/Car Parking Space holders, farm houses, out houses, row houses, row houses, farm houses, out houses, row houses, row houses, farm houses, out houses, row houses, row houses, villas, duplex in the complex proportionately.
- 8. SALEABLE SPACE shall mean all the constructed and/or open space of the entire area which can fetch revenue and rights in size, location advantage and market value of the said Project and/or Building/s forming parts of the said premises available in

such part or size or dimension for independent use and occupation and will include the undivided impartible proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities.

- 9. GROSS SALES REVENUE shall mean and include all the amounts to be received by the Developer towards consideration for the saleable space comprising of flats, open terrace, car parking space usage charges, in the proposed Project and amounts receivable from the unit purchasers towards, - club charges, any preferred location charges but shall not include the VAT, service tax, or any other present and future tax payable on sale of the units, as applicable, collection of various extras and deposits mentioned hereunder, stamp duty, registration fee and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective unit purchasers.
- 10. OWNERS ALLOCATION shall mean 17 (Seventeen) % of the Gross Sales Revenue of the saleable space constructed at or upon the First Schedule property together with the undivided proportionate share in the land of the FIRST SCHEDULE hereunder written and/or given.
- 11. DEVELOPERS ALLOCATION shall mean 83 (Eighty Three) % of the Gross Sales Revenue of the saleable space constructed at or upon the First Schedule property together with the undivided proportionate share in the land of the FIRST SCHEDULE hereunder written and/or given.
- 12. ARCHITECT shall mean the Architect or the person or persons who may be appointed by DEVELOPER for designing and planning of the said Project.
- 13. PLAN: Shall mean the sanctioned and/or approved of the building/s sanctioned by the concerned authorities and shall also mean and include the design, layout, concept plan for the said project and shall include variations/modifications, alterations therein that may be made by DEVELOPER herein as well as all revisions, renewals and extensions thereof, if any.

- 14. PROJECT shall mean the Project undertaken by DEVELOPER herein on the said premises to be constructed erected and comprising of Units, Flats, Car Parking Space etc at and under the said multi-storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex, capable of being held and/or enjoyed independently of each other.
- 15. SPECIFICATION shall mean the specifications required for the purpose of construction, erection, promotion, building and development of the said multi-storied building/s being the parts and parcels of the residential/commercial and/or residential-cum-commercial project as may be divided by the Architect as more fully and particularly mentioned, described, explained, enumerated, provided and given in the SECOND SCHEDULE hereunder written and/or given.
- 16. TRANSFER with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in the said Units, Flats, Car Parking Space etc at and under the said multi-storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex, to the intending purchaser/s/buyer/s/lessee/s/tenant/s.
- 17. INTENDING PURCHASER shall mean a person firm, limited company, association of persons to whom any space in the said project shall be transferred, alienated, granted, demised, devised, provided and given.
- 18. Words importing singular shall include plural and vice versa.
- 19. Words importing masculine gender shall include Feminine and Neuter genders like wise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting Neuter Gender shall include masculine and feminine genders.

ARTICLE-B

(COMMENCEMENT)

1. These presents is commenced and/or shall be deemed to have commenced on and with effect from the date, month and year first above written.

 Unless terminated by mutual consent this agreement shall remain in full force and effect until such time the said project is completed and all the area's sold and possession delivered.

ARTICLE-C OWNERS' RIGHT AND REPRESENTATION

3.1 At or before entering into these presents **OWNERS** herein has assured and represented to **DEVELOPER** herein as follows:

i) That OWNERS herein are the sole and absolute benificiary having a clear and marketable title of the entirety of the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the First Schedule hereunder written and/or given.

ii) That the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the First Schedule hereunder written and/or given is free from all sorts of encumbrances, charges, liens, lispendens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference.

iii) That **OWNERS** herein are in uninterrupted and peaceful possession of the said premises without any interruption or disturbance and/or claim from any person and/or interested persons in respect of any part or portion of the said premises.

iv) That **OWNERS** herein have not entered into and /or shall not enter into any Agreement for Sale, Memorandum of Understanding, Transfer and/or Lease and/or Development Agreement and/or Mortgage nor have created any interest of a third party into or upon the said premises or any part or portion thereof in violation of the terms herein contained.

v) That all municipal rates, taxes, khajana and other outgoings payable in respect of the said premises up to the date of handing over of the possession of the First Schedule property hereunder written and/or given by OWNERS herein to DEVELOPER herein as per the terms of these presents have been paid and/or shall be paid by OWNERS herein and OWNERS herein have agreed to keep DEVELOPER herein, its successor and/or successors-in-interests and assigns saved harmless and fully indemnified from all costs, charges, claims, actions, suits and proceedings thereof till the date of the said possession. vi) Upon handing over the possession of the first schedule land for construction, development and promotion all liabilities regarding the municipality tax, khajna or otherwise as may be applicable, statutory or non-statutory shall be born exclusively by **DEVELOPER** herein.

vii) After handing over the possession to **DEVELOPER** the liability regarding municipality tax, rent, khajna, statutory or non-statutory shall be that of **DEVELOPER** or its nominee or nominees or the ultimate transferee.

viii) That there is no suit or legal proceeding pending before any of the Courts nor there is any threat of any legal proceedings being initiated against **OWNERS** in respect of the entirely of the said premises on any account whatsoever or howsoever.

ix) No acquisition or requisition proceeding/s is/are pending in respect of the said premises nor **OWNERS** herein have received any such notice or have any knowledge in this regard.

x) OWNERS being desirous of having his said plot of land to be put in and used in the said project on the terms, conditions and proposals of DEVELOPER, has agreed to join DEVELOPER and put his said plot of land at the disposal of DEVELOPER for commercial exploitation thereof.

xi) **DEVELOPER** shall be entitled to negotiate with the intending purchaser of the proposed saleable space on the said land and/or in the said project and for the said purpose to develop all such various plots of land of the separate **OWNERS** and to amalgamate and/or sub divide such plots of land for the sake of convenience and for bringing up most suitable and commercially viable project thereon.

xii) **OWNERS** has also agreed that **DEVELOPER** shall be entitled to invite and add further area of adjacent land if it be found suitable and convenient by joining in to the said project further adjoining plots of land the owners and /or occupiers and /or benificiaries may desire to join the said project on similar and /or diverse terms and conditions.

xiii) **OWNERS** has thus and therefore agreed to put in his said plots of land for the purpose of Development and sale to the intending purchasers at the said project wherein **DEVELOPER** shall construct or cause to constructed Bungalows/Outhouses by entering into suitable agreements/ arrangements with the intending purchaser(s).

xiv) The **OWNERS** hereby assign all the beneficial interest under the Development Agreements to the **DEVELOPER** herein as adjustment of the security deposit amount.

3.2. Relying on the aforesaid representations and believing the same to be true and acting on the good faith thereof **DEVELOPER** herein has prima facie accepted the representations of **OWNERS** but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of **OWNERS** to cause the same to be remedied and/or rectified entirely at their own cost.

ARTICLE-D: DEVELOPER 'S REPRESENTATION/S

4.1 At or before the execution of these presents the original and copy of all the title deeds, documents and papers concerning the First Schedule property hereunder written and/or given has been inspected by **DEVELOPER** herein and relying on the same and on the good faith thereof **DEVELOPER** herein is fully satisfied and confirmed about the right, and interest of **OWNERS** in the First Schedule lands.

4.2 **DEVELOPER** herein has assured **OWNERS** herein that **DEVELOPER** herein has adequate funds to be invested sufficiently at and under the subject project and having enough man power, technical team, technical expertise and others in order to complete and finish the subject project within the time limit as provided hereunder.

ARTICLE -E

DEVELOPER'S RIGHT/S

5.1. In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of DEVELOPER herein to be paid performed and observed OWNERS herein have agreed to grant the exclusive right of development for commercial exploitation in respect of the said premises unto and in favor of DEVELOPER to undertake development of the said premises whereby DEVELOPER shall be entitled to undertake the said project.

5.2 **DEVELOPER** shall be entitled to jointly to undertake or sales and marketing related activities in the manner as detailed hereinafter.

5.3. OWNERS acknowledge/s at or before entering these presents that DEVELOPER herein has made known to OWNERS that DEVELOPER shall be entitled to acquire and /or enter into arrangement in respect of any other piece or parcel of land adjoining or contiguous to the first schedule land (hereinafter referred to and called as the additional area) and shall be

entitled to provide/integrate/connect all the facilities and/or utilities existent in the first schedule land and /or the said additional area and /or the project to any new building and/or buildings which may be constructed and/or promoted on the said additional area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said in the first schedule land and /or the said additional area and /or the project to the new building and/or buildings which may be constructed and/or buildings which may be constructed and/or the first schedule land and /or the said additional area and /or the project to the new building and/or buildings which may be constructed and/or built and/or promoted on the in the first schedule land and /or the said additional area and /or the project including drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilizes which are to be provided in the said complex and/or the project as a whole.

ARTICLE -F PLAN/PERMISSION/S

6.1. For the purpose of undertaking development of the said premises **DEVELOPER** shall cause map or plan to be sanctioned independently in respect of the first schedule land and/or by integration and /or amalgamation of the adjoining plots of land. **OWNERS** and **DEVELOPER** mutually agree that the plan may be modified or revised or new map of plan may be submitted for sanction before the concerned authorities. In case if the sanction plan is required to be modified, revised or fresh plan required to be obtained specifically for any purpose then in such an event the sanction fee/s, fine and penalty payable shall be paid exclusively by **DEVELOPER** herein.

6.2 DEVELOPER is authorized by OWNERS herein to obtain the said modifications but all the cost charges and expenses including miscellaneous expenses, fees, sanction fees, penalty, architect fees etc. and related cost will be borne by DEVELOPER herein exclusively and it is further clarified that the cost of construction is to be entirely to be borne by DEVELOPER herein.

6.3. DEVELOPER herein will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required for sanction of building plan and construction work thereon as may be required by DEVELOPER from time to time and OWNERS hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required.

6.4. DEVELOPER is permitted to submit the building plan with the concerned authorities as per the date and schedule as may be desired and deemed fit by DEVELOPER.

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trict:	: North 24-I	Parganas	PS-	Raiarh	l ot		40Dec		8 /-	27	8,73.720 /		No: 36, Pin
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	Grand	Total					I Dec		1/-		6,96,843/-	Road	of Approach : 40 Ft., sent to Metal

28/03/2022 Query No:-19042000870498 / 2022 Deed No :I - 190405514 / 2022, Document is digitally signed.

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1	Tellus Properties Private 171A, Ramesh Dutta Street, Kolkata, West Bengal, India, F Organization, Executed by: R	Ground Floor, City	/:- Not Specified, F N No.:: AAxxxxx6	P.O:- Beadon Street, P.S:-Burtola, District:- D,Aadhaar No Not Provided by UIDAI, Sta
2	Umesh Khemka Alcove Gloria 403/1 Dekeind	ari Road, T- 1, Fla	t No 8D, City:- No	ot Specified, P.O Sreebburni, P.S. Laura
3	Name	Photo	Finger Print	Representative
	Shri Umesh Khemka Son of Mr Kashi Prasad Khemka Executed by: Self, Date of Execution: 26/03/2022 , Admitted by: Self, Date of Admission: 26/03/2022 ,Place : Office			Signature Unleft khemba
	Alcovo Claria 102/1		LTI 26/03/2022	26/03/2022
P ,	Provided by UIDAI, Status : Admitted by: Self, Date of Name	Business, Citizen	of: India, PAN I	
A Ex Ex Ad	hri Ankit Agrawal on of Mr Brijesh Kumar grawal kecuted by: Self, Date of kecution: 26/03/2022 Admitted by: Self, Date of Imission: 26/03/2022 ,Place Office			Signature Signature
Alc	Cove Gloria 402/1 D L L	26/03/2022	LTI 26/03/2022	26/03/2022
Pro	ovided by UIDAI, Status :In admitted by: Self, Date of A	siness, Citizen o dividual, Execut	of: India, PAN No	26/03/2022 ty:- Not Specified, P.O:- Shreebhum ndia, PIN:- 700048 Sex: Male, By D.:: BGxxxxxx3N,Aadhaar No Not e of Execution: 26/03/2022
Sh	harsh Projects Private Lim	ited		District:-Kolkata, West Bengal, India, PIN Status :Organization, Executed by:

	6	Name	Photo	Finger Print	
9 #1		Shri Brijesh Kumar Agrawal (Presentant) Son of Late Baijnath Agarwal Executed by: Self, Date of Execution: 26/03/2022 , Admitted by: Self, Date of Admission: 26/03/2022 ,Place : Office	26/03/2022		Brijeth Kuunen Agrawal
		Alcove Gloria 403/1 Delicit		LTI 26/03/2022	26/03/2022
		Male, By Caste' Hindu Occu	upation: Busine	ss, Citizen of: Inc	Flat No 10H, City:- Not Specified, F West Bengal, India, PIN:- 700048 S dia, PAN No.:: acxxxxx0g,Aadhaar f, Date of Execution: 26/03/2022
		Amarnath Nirman Private L Shiva Heights, City:- Not Specif 700006, PAN No.:: aaxxxxx4p, Representative, Executed by: Re	imited ied, P.O:- Beador Aadhaar No Not epresentative	<u></u>	a, District:-Kolkata, West Bengal, India, F Status :Organization, Executed by:
	8	Kedarnath Enterprises Priva	und Floor, City:- N	Not Specified, P.O:-	Beadon Street P.St-Burtolo, Dist.
•	9	Name	Photo	Finger Print	
	VEE,A	Mrs Jaya Agrawal, (Alias: Mrs Jaya Mittal) Wife of Mr Ankit Agarwal Executed by: Self, Date of execution: 26/03/2022 Admitted by: Self, Date of admission: 26/03/2022, Place Office			Juya Mitth Jaya Agrondo
			26/03/2022	LTI 26/03/2022	26/03/2022
	N	Icove Gloria, Block/Sector: 4 reebhumi, P.S:-Lake Town, I emale, By Caste: Hindu, Occu o Not Provided by UIDAI, Sta Admitted by: Self, Date of Ac	upation: Busine	ari Road, Flat No: 24-Parganas, Wes ss, Citizen of: Ind	T- 2, 10H, City:- Not Specified, P.(st Bengal, India, PIN:- 700048 Sex
10	70 Re	hiva Heights, City:- Not Specified 0006, PAN No.:: aaxxxxx4e,Aa presentative, Executed by: Repr	e Limited I, P.O:- Beadon S Idhaar No Not Pro		Diffice District:-Kolkata, West Bengal, India, Plt atus :Organization, Executed by:
11	8	Call Intrastructure Dubuch	Limited		

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	12 Name Mr Mohammad	Photo	Finger Pr	int Signature			
	Sahabuddin Molla Son of Mr Ketab Ali Molla Executed by: Self, Date of Execution: 26/03/2022 , Admitted by: Self, Date of Admission: 26/03/2022, Place : Office	Delanda Rep-		M.J. Schobe 2lin Mon			
	1	26/03/2022	LTI 26/03/2022	26/03/2022			
	Date of Execution: 26/03/2 , Admitted by: Self, Date of	naar No Not Pr	ovided by UIDA	26/03/2022 , District:-North 24-Parganas, West n, Occupation: Business, Citizen of: In I, Status :Individual, Executed by: Se			
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	Mrs Muslima Khatun Wife of Mr Yunus Gazi Executed by: Self, Date of Execution: 26/03/2022 , Admitted by: Self, Date of			Signature			
	Admission: 26/03/2022 ,Place : Office	26/03/2022		miestima Khatum			
	Baligari, City:- Not Specified		26/03/2022	26/03/2022			
	Baligari, City:- Not Specified, P.O:- Chackpanchuria, P.S:-New Town, District:-North 24-Pargan West Bengal, India, PIN:- 700156 Sex: Female, By Caste: Muslim, Occupation: Service, Citizer India, PAN No.:: chxxxxx2h,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed I Self, Date of Execution: 26/03/2022 , Admitted by: Self, Date of Admission: 26/03/2022 ,Place : Office						
4		Photo	Finger Print				
S Ex , / Ac	Mr Masud Gazi Son of Mr Unush Gazi Executed by: Self, Date of Execution: 26/03/2022 , Admitted by: Self, Date of Admission: 26/03/2022 ,Place : Office			Signature Masud Gazi			
F	2-1	6/03/2022	LTI 26/03/2022	26/02/0202			
S	Saligari, City:- Not Specified, F Vest Bengal, India, PIN:- 7001 ndia, PAN No.:: dexxxxx2d,A self, Date of Execution: 26/03/ Admitted by: Self, Date of Adu	aundar No Not	Provided by UI	26/03/2022 w Town, District:-North 24-Parganas, im, Occupation: Service, Citizen of: DAI, Status :Individual, Executed by:			

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Neelkanth Nirman Private Limited 17/H/8 Balai Singhi Lane, Block/Sector: 1st Floot, City:- Not Specified, P.O:- Amharst Street, P.S:-Amharst Street, District:-Kolkata, West Bengal, India, PIN:- 700009, PAN No.:: aaxxxxx6a,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

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La	ake Town, District-North 24	ari Road, T-2, I	-lat No - 10H	, City:- Not Specified, P.O:- Sreebhum a, PIN:- 700048, Sex: Male, By Caste: (xx6D,Aadhaar No Not Provided by 1997)
0	ccupation: Business Ott	Parganas, West	Bengal India	City:- Not Specified, P.O:- Sroobhu
St	atus : Representative D	of: India, , PAN	No BOW	A, PIN:- 700048, Sex: Male By Cont
Pr	ojects Private Limited Repre	sentative of : Te	ellus Properti	xx6D,Aadhaar No Not Provided Laste:
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2	Limited (a	as Director)	er niman Priv	a, PIN:- 700048, Sex: Male, By Caste: xx6D,Aadhaar No Not Provided by UI es Private Limited (as Director), Sahar vate Limited (as Director), Pearltree
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Khe	of Mr Kashi Prasad		18 A. 19	Signature
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cupat	ion: Business Our 24-Pargar	las, West Rona	- TUH, City:-	Not Specified, P.O:- Sreebhumi, P.S:- - 700048, Sex: Male, By Caste: Hindu, Aadhaar No Not Provided by UIDAI s Private Limited (as Diroctor)
atus : I	Representation Citizen of: Ind	lia, PAN No.	al, India, PIN:	- 700048, Sex: Male, By Caste: Hindu, Aadhaar No Not Provided by UIDAI s Private Limited (as Director), Sinclair
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28/03/2022 Query No:-19042000870498 / 2022 Deed No :I - 190405514 / 2022, Document is digitally signed.

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	10/14 Brijdham	11		Mar 26 2022 1:26PM		LTI	
	Town, District:-N	Housi	ing Com	plex, 211 Can	al Street	26/03/2022	26/03/2022
L	Occupation: Bus Status : Represe	siness entativ	, Citizen /e, Repre	anas, West Be of: India, , PA esentative of :	ngal, Ind N No.:: Neelkan	lia, PIN:- ACxxxxx th Nirma	z6/03/2022 lot Specified, P.O:- Sreebhumi, P.S. - 700048, Sex: Male, By Caste: Hind x0G,Aadhaar No Not Provided by U in Private Limited (as Authorized Sig
Ide	antiner Details :						(as Authorized Sig
Nai	me						
Mr	Alauddin Molla		F	Photo	Finger	Print	Signature
Kada	of Late Abed Ali Molla ammadpur, City:- Not S ampukur, P.S:-Rajarhat, h 24-Parganas, West Be 700135	pecifiec Distric Ingal, Ir	d, P.O:- :t:- ndia,				A Can Doinmally
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ITansi SI.No 1 Transfe SI.No 1 Transfe SI.No 1 Transfe SI.No Fi SI.No Fi SI.No Fi SI.No Fi SI.No Fi SI.No Fi SI.No Fi SI.No Shr Agr Shr Agr Shr Shr Agr Shr Shr Shr Shr Shr Shr Shr Shr Shr Sh	From From Tellus Properties Pr Limited fer of property for From Amarnath Nirman Pri Limited From Amarnath Nirman Pri Cof property for L From Saharsh Projects Priva imited for property for L from Dri Brijesh Kumar grawal of property for L Dm i Brijesh Kumar awal f property for L 144	L1 ivate L10 vate 11 12 To Nee	To. with Neelkart To. with Neelkanth To. with Neelkanth Neelkanth eelkanth n with are with are	th area (Name oth Nirman Priva h area (Name- h Nirman Privat area (Name-A Nirman Private Area (Name-A Nirman Private L	e-Area) ate Limite Area) e Limited- Area) Limited-6 mited-3 t	d-4 Dec -7 Dec 7 Dec Dec	

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8/03/2022 Query No:-19042000870498 / 2022 Deed No :I - 190405514 / 2022, Document is digitally signed.

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Tra	ansfer of property for L	15			
	No From	To. with area (Name-Area)			
1	Mrs Jaya Agrawal	Neelkanth Nirman Private Limited-5 Dec			
Tra	ansfer of property for L	16			
SI.	No From	and the second			
1 Tellus Properties Private Limited		To. with area (Name-Area) ate Neelkanth Nirman Private Limited-1 Dec			
Tra	insfer of property for L	17			
SI.I	No From				
1	Shri Brijesh Kumar Agrawal	To. with area (Name-Area) Neelkanth Nirman Private Limited-1 Dec			
Tra	nsfer of property for L1	8			
SI.N	lo From				
1	Shri Brijesh Kumar	To. with area (Name-Area)			
	Agrawal	Neelkanth Nirman Private Limited-0.67 Dec			
Trai	nsfer of property for L1	9			
SI.N	o From	To. with area (Name-Area)			
1	Kedarnath Enterprises Private Limited	Neelkanth Nirman Private Limited-2 Dec			
Tran	sfer of property for L2				
SI.N	o From	To with an all			
1	Tellus Properties Private Limited	To. with area (Name-Area) P Neelkanth Nirman Private Limited-5 Dec			
Tran	sfer of property for L20				
SI.No	From	and the second			
1		re. with area (Name-Area)			
	Mrs Jaya Agrawal	Neelkanth Nirman Private Limited-0.67 Dec			
SI No	fer of property for L21				
51.110		To. with area (Name-Area)			
	Tellus Properties Private Limited	Neelkanth Nirman Private Limited-1 Dec			
rans	fer of property for L22				
I.No		To. with area (Name-Area)			
	Amarnath Nirman Private Limited	Neelkanth Nirman Private Limited-4.34 Dec			
ranst	fer of property for L23				
.No	From	To. with area (Name-Area)			
	Amarnath Nirman Private Limited	Neelkanth Nirman Private Limited-5 Dec			
ansf	er of property for L24				
	From	To. with area (Name-Area)			
	Saharsh Projects Private Limited	Neelkanth Nirman Private Limited-3.3 Dec			
ansfe	er of property for L25				
	From	To with any fat			
3		To. with area (Name-Area) Neelkanth Nirman Private Limited-6.6 Dec			

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SI NA	o From	To with my (M
1		To. with area (Name-Area)
	Pearltree Infrastructure Private Limited	Linked-10.0 Dec
	sfer of property for L2	27
SI.No	From	To. with area (Name-Area)
1	Sinclair Infrastructure Private Limited	Neelkanth Nirman Private Limited-6.15 Dec
Trans	sfer of property for L2	8
SI.No	From	To. with area (Name-Area)
1	Mr Mohammad Sahabuddin Molla	Neelkanth Nirman Private Limited-7.3 Dec
Trans	fer of property for L2	9
SI.No		To. with area (Name-Area)
1	Mrs Muslima Khatun	Neelkanth Nirman Private Limited-1 Dec
Trans	fer of property for L3	
	From	To. with area (Name-Area)
1	Umesh Khemka	Neelkanth Nirman Private Limited-3 Dec
Trans	fer of property for L30	
	From	To. with area (Name-Area)
1	Mr Masud Gazi	Neelkanth Nirman Private Limited-1 Dec
Transf	fer of property for L31	
	From	To. with area (Name-Area)
1	Mrs Muslima Khatun	Neelkanth Nirman Private Limited-3 Dec
Transf	er of property for L32	Linited-3 Dec
	From	To. with area (Name-Area)
	Mr Mohammad	Neelkanth Nirman Private Limited-2.05 Dec
AND DESCRIPTION OF THE OWNER	Sahabuddin Molla	Limited-2.05 Dec
ransfe	er of property for L4	
SI.No		To. with area (Name-Area)
112	Umesh Khemka	Neelkanth Nirman Private Limited-5 Dec
	er of property for L5	
I.No I	From	To. with area (Name-Area)
an in a second	Shri Umesh Khemka	Neelkanth Nirman Private Limited-2 Dec
ransfe	r of property for L6	
I.No F	rom	To. with area (Name-Area)
	ellus Properties Private imited	Neelkanth Nirman Private Limited-2 Dec
ansfe	r of property for L7	
.No F	rom	To. with area (Name-Area)
S	hri Ankit Agrawal	Neelkanth Nirman Private Limited-6 Dec
	of property for L8	
	rom	To. with area (Name-Area)
A	marnath Nirman Private mited	Neelkanth Nirman Private Limited-14 Dec

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Trans	Transfer of property for L9					
SI.No	From	To. with area (Name-Area)				
1		Neelkanth Nirman Private Limited-7 Dec				

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria, JI No: 33, 1 Code : 700135

Sci No		Details Of Land Owner name in English
-L1		as selected by Applicant Seller is not the recorded Owner as
L2		Seller is not the recorded Owner as
L3	No:- 3584	Seller is not the recorded Owner as per Applicant.
L4	RS Plot No:- 1061, RS Khatian No:- 3583	Seller is not the recorded Owner as per Applicant.
L5	RS Plot No:- 1061, RS Khatian No:- 3577	Seller is not the recorded Owner as per Applicant.
L7	RS Plot No:- 1061, RS Khatian No:- 3576	Seller is not the recorded Owner as per Applicant.
L8	RS Plot No:- 1062, RS Khatian No:- 3090	Seller is not the recorded Owner as per Applicant.
L9	RS Plot No:- 1062, RS Khatian No:- 3873	Seller is not the recorded Owner as per Applicant.
L10	RS Plot No:- 1062, RS Khatian No:- 3874	Seller is not the recorded Owner as per Applicant.
L112	RS Plot No:- 1062, RS Khatian No:- 3875	Seller is not the recorded Owner as per Applicant.
L12	RS Plot No:- 1063, RS Khatian No:- 3038	Seller is not the recorded Owner as per Applicant.
L13	RS Plot No:- 1063, RS Khatian No:- 3227	Seller is not the recorded Owner as per Applicant.
L14	RS Plot No:- 1063, RS Khatian No:- 3100	Seller is not the recorded Owner as per Applicant.
L15	RS Plot No:- 1063, RS Khatian No:- 4230	Seller is not the recorded Owner as per Applicant.
L10	RS Plot No:- 1063, RS Khatian No:- 4229	Seller is not the recorded Owner as per Applicant.
L17	RS Plot No:- 1064, RS Khatian No:- 3038	Seller is not the recorded Owner as per Applicant.
	RS Plot No:- 1064, RS Khatian No:- 3038	Seller is not the recorded Owner as per Applicant.
	RS Plot No:- 1064, RS Khatian No:- 3100	Seller is not the recorded Owner as per Applicant.
	RS Plot No:- 1064, RS Khatian No:- 4230	Seller is not the recorded Owner as per Applicant.
L21	RS Plot No:- 1064, RS Khatian No:- 4229	Seller is not the recorded Owner as per Applicant.

L2	No:- 3863	লিমিটেড, Address:১৭১ এ রমেশ দর জীট কো ০৬ , Classification:শালি, Area:0.04000000 Acre.	Amarnath Nirman Private Limited
L2:	No:- 3863	n	Seller is not the recorded Owner
Distric	ct: North 24-Parganas, P.S:- Raja	rhat, Gram Panchayat: PATHARGHAT	per Applicant.
Sch	Plot & Khatian		, medza, enakpanendna, ji No: 33
No L6	Number	Details Of Land	Owner name in English as selected by Applicant
11.00225	No:- 3085		Seller is not the recorded Owner :
Distric Code	t: North 24-Parganas, P.S:- Rajar : 700135	hat, Gram Panchayat: PATHARGHATA	A, Mouza: Patharghata, JI No: 36 Pi
Sch	Plot & Khatian	Details Of Land	
No L24	Number		Owner name in English as selected by Applicant
	No:- 5887	যাইটম, 171 এ রমেশ দত সটাট কল-6, Classification: শালি, Area:0.11000000 Acre,	Saharsh Projects Private Limited
L25	LR Plot No:- 3914, LR Khatian No:- 6944		Seller is not the recorded Owner a per Applicant.
L26	LR Plot No:- 3914, LR Khatian No:- 5721	Owner: পার্প টি ইনফ্রাস্টাকচার, Gurdian: প্রা: লি:, Address:171এ,রমেশ দত্ত স্টাট, কোল-6 Classification: শালি, Area:0.09000000 Acre,	Pearltree Infrastructure Private Limited
L27	LR Plot No:- 3914, LR Khatian No:- 7303		Seller is not the man in to
L28	LR Plot No:- 3914 R Khatian		Seller is not the recorded Owner as per Applicant.
L29	No:- 7096	1	Seller is not the recorded Owner as per Applicant.
	LR Plot No:- 3914, LR Khatian No:- 7093	Owner:মুমলিমা থাজুল, Gurdian:ইউনুম গাজী, Address:বালিগোটি চকণাঁচুরিয়া Classification:শালি, Area:0.01000000 Acre,	Mrs Muslima Khatun
L31	LR Plot No:- 3914, LR Khatian No:- 7095		Seller is not the recorded Owner as
L32	LR Plot No:- 3914, LR Khatian No:- 7310	Owner:সায়বুদ্দিন মোলা. Gurdian:কেতাব আলি, Address:নিজ , Classification:শালি, Area:0.02000000 Acre,	per Applicant. Mr Mohammad Sahabuddin Molla

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Patharghata, JI No: 36, Pin Code : 70135

No	Plot & Khatian Number	Details Of Land	Owner name in English
L30	LR Plot No:- 3914, LR Khatian		as selected by Applicant
L	No:- 7094		Seller is not the recorded Owner as per Applicant.