पारतीय गर न्यायिक
एक सो रुपये Rs. 100

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अन्तिश्ववङ्ग प ५-५० वित्राचित्र विद्या

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DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 12 1/2 day of Tuly
Twenty Two (2022),

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BETWEEN

SMT. SANTANA NEOGI (PAN - AKUPN1943M, Aadhaar. No. - 9629 3871 2286), wife

Charleman News

of Late Ashish Kumar Neogi, by Occupation - Housewife, residing at 72B/2FL, Ashutosh Mukherjee Road, P.O. & P.S. - Bhawanipore, Kolkata - 700025, 2. SRI INDRASISH NEOGI (PAN - ATRPN1044R, Aadhaar No. - 7191 9147 8842), son of Late Ashish Kumar Neogi, by Occupation - Service, 3. SRI SUBHASIS NEOGI (PAN - ACXPN8908K, Aadhaar No. - 7944 5856 6644), son of Late Khagendra Kumar Neogi, by Occupation - Service, (2) & (3) all are residing at 72B, Ashutosh Mukherjee Road, P.O. & P.S. - Bhawanipore, Kolkata - 700025, District -South 24 Parganas, 4. SMT. SWASTIKA SEN [PAN - AV]PS0894G, Aadhaar No. - 9728 6319 6275), wife of Late Mihir Sen and daughter of Late Khagendra Kumar Neogi, by Occupation -Housewife, residing at 138A, Harish Mukherjee Road, P.O. - Bhawanipore, P.S. - Kalighat, Kolkata - 700025, District - South 24 Parganas, 5. SMT. DIPIKA GUPTA (PAN - AYPPG3502). Aadhaar No. - 9825 9916 5667), wife of Late Chinmoy Gupta and daughter of Late Khagendra Kumar Neogi, by Occupation - Housewife, residing at 16, Parasar Road, P.O. - Sarat Bose Road, P.S. - Gariahat, Kolkata - 700029, District - South 24 Parganas, 6. SMT. LIPIKA SAHA (PAN -FXYPS3469H, Aadhaar No. - 6287 4340 8541), wife of Sri Samir Kumar Saha and daughter of Late Khagendra Kumar Neogi, by Occupation - Housewife, residing at 394B, Jodhpur Park, P.O. & P.S. - Jadavpur, Kolkata - 700068, District - South 24 Parganas, 7, SMT. SWATIKA ROY (PAN ALDPR4971R, Aadhaar No. – 4042 8382 9725), wife of Sri Ashok Roy and daughter of Late Khagendra Neogi, by Occupation - Housewife, residing at 20, Santohspur Road, P.O. Santoshpur, P.S. - Survey Park, Kolkata - 700076, District - South 24 Parganas. 8. SMT. SWAGATA SENGUPTA (PAN - JFOPS8146K, Aadhaar No. - 3424 0794 5389), wife of Late Dipak Kumar Sengupta and daughter of Late Satyendra Kumar Neogi, by Occupation -Housewife, residing at Madhyapara, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, District - South 24 Parganas, 9. SMT. MAITRY NEOGI (PAN - BVIPN7934C, Aadhaar No. -4912 5042 1889), wife of Late Samir Kumar Neogi, by Occupation - Housewife, SRI SAGAR NEYOGI (PAN - AJWPN3839M, Aadhaar No. - 9384 0190 5799), son of Late. Samir Kumar Neogi, by Occupation - Service, (9) & (10) both are residing at E/41/1, Ramgarh. P.O. - Naktala, P.S. - Netaji Nagar, Kolkata - 700047, District - South 24 Parganas, 11. SRI UDAY KUMAR NEOGI [PAN - AD]PN2949R, Aadhaar No. - 9571 3626 5551], son of Late Rabindra Kumar Neogi, by Occupation - Service, residing at Madhyapara, P.O. - Purba

P.S. - Regent Park, Kolkata - 700093, District - South 24 Parganas, 12. SMT. TRIPTI SEOGI (PAN - AYWPN0511F, Aadhaar No. - 5207 8940 3483), wife of Late Rathin Neogi, by Occupation - Housewife, residing at 50B, Purba Putiary Dakhin Para, P.O. - Purba Putiary, Folice Station - Regent Park, Kolkata - 700093, District - South 24 Parganas, 13. SRI RANIAN NEOGI (PAN - BVSPN2257G, Aadhaar No. - 9435 2219 8822), son of Late Ramendra Kumar Neogl, by Occupation - Service, 14. SRI RAJAT NEOGI (PAN - AOEPN5304G, Aadhaar No. -7879 4346 1739), son of Late Ramendra Kumar Neogi, by Occupation - Service, (13) & (14) both are residing at 111, Laha Bagan, P.O. - Panihati, P.S. - Khardaha, Kolkata - 700114, District - North 24 Parganas, 15. SMT. MOUSHUMI SENGUPTA (PAN - GLGPS9448F, Aadhaar No. - 9406 2127 9850), wife of Sri Amlan Sengupta, daughter of Late Phanindra Kumar Neogi, by Occupation - Service, residing at 26E, Raipur Mondalpara Road, P.O. - Naktala, P.S. - Patuli now Netaji Nagar, Kolkata - 700047, District - South 24 Parganas, 16. SMT. LABANI ROY [PAN - APOPL1191C, Aadhaar No. - 9245 7055 3596], wife of Sri Arindam Roy, daughter of Late Phanindra Kumar Neogi, by Occupation - Service, residing at Madhyapara, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, District - South 24 Parganas, 17. SRI JOY GUPTA MOULIK (PAN - AUEPM1374P, Aadhaar No. - 7393 9467 5665), son of Late Nikhil Chandra Moulik @ N.C.Moulik @ Nikhil Chandra Moulik Gupta, by Occupation - Service, residing at House No. - 4, 138/508, Jhirapani Jagda P.O. - Jhirpani, P.S. - Raurkela, Dist. - Sundargarh, Odisha - 769042 & 18. SRI PARTHA GUPTA (PAN - AWGPG6756M, Aadhaar No. - 6338 3811 2847), son of Late Akhil Chandra Moulik @ Akhil Gupta, by Occupation - Service, residing at 72, Nehru Colony, P.O. & P.S. - Regent Park, Kolkata - 700040, District - South 24 Parganas, all are by Faith - Hindu, by Nationality - Indian, hereinafter known and referred to as the LAND OWNERS (Which terms or expression shall unless repugnant to the context shall deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the ONE PART

AND

M/S. GANAPATI ENTERPRISE, a sole Proprietorship Firm, having its office at 109, Sahapara Road, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, District - South 24 Parganas, being represented by its sole proprietor namely SRI PROSENIIT SAHA (PAN -

ALQPS6159M, Aadhaar No. – 5334 3535 1216), son of Late Prithwiraj Saha, by Faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 109, Sahapara Road, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, District - South 24 Parganas, hereinafter known and called as the **DEVELOPER** (which terms or expression shall unless repugnant to the context shall deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS by a Deed of Bengali Saf Kobala dated 09/04/1948, duly registered at the office of the Sub-Registrar at Alipore and recorded in book No.- I, Volume No. - 38, Pages from 230 to 245, Being No. - 1766, for the Year 1948, one Basanta Kumar Neogi, since deceased, son of Late Purna Chandra Neogi and one Sirish Chandra Hore, since deceased, son of Late Haran Chandra Hore became the joint owners of ALL THAT piece and parcel of land measuring more or less an area of 18 Cottahs 08 Chittaks 14 Sq.ft., lying and situated at Mouza - Purba Putiary, J.L. No. - 43, R.S. No. - 275, Touzi No. - 18, comprised in Khatian No. - 197, appertaining to Dag No. - 262, under Police Station - the then Tollygunge now Regent Park, District - South 24 Parganas, and were seized and possessed of the same as joint owners thereof.

AND WHEREAS by another Deed of Bengall Saf Kobala dated 28/07/1954, duly registered at the office of the Sub-Registrar at Alipore and recorded in Book No. - I, Volume No. - 89, Pages from 122 to 125, Being No. - 5233 for the Year - 1954, the said Basanta Kumar Neogi, since deceased, also became the owner of ALL THAT piece and parcel of land measuring more or less an area of 03 Cottahs 06 Chittaks 00 Sq.ft., lying and situated at Mouza - Purba Putiary, J.L. No. - 43, R.S. No. - 275, Touzi No. - 18, comprised in Khatian No. - 230, appertaining to Dag No. - 265, under Police Station - the then Tollygunge now Regent Park, District - South 24 Parganas, and was seized and possessed of the same an absolute owner thereof.

AND WHEREAS the said Basanta Kumar Neogi died intestate on 01/08/1956 leaving behind him surviving his wife namely Smt. Kusum Neogi and five sons namely Sri Khagendra Kumar Neogi, Sri Satyendra Kumar Neogi, Sri Rabindra Kumar Neogi, Sri Ramendra Kumar Neogi & Sri Phanindra Kumar Neogi as his only legal heirs to inherit the said landed property.

AND WHEREAS the said Smt. Kusum Neogi died intestate on 10/02/1972 leaving behind her aforesaid five sons namely Sri Khagendra Kumar Neogi, Sri Satyendra Kumar Neogi, Sri Rabindra Kumar Neogi, Sri Ramendra Kumar Neogi & Sri Phanindra Kumar Neogi as her only legal heirs to inherit the said landed property.

AND WHEREAS the said Khagendra Kumar Neogi and his wife Kamala Neogi died intestate on 05/08/1984 and 23/12/1980 respectively leaving and surviving their two sons namely Sri Ashish Neogi & Sri Subhasish Neogi and four married daughters namely Smt. Swastika Sen, Smt. Dipkia Gupta, Smt. Lipika Saha & Smt. Swatika Roy, as their only legal heirs to inherit the said landed property.

AND WHEREAS the said Satyendra Kumar Neogi and his wife Kanika Neogi died intestate on 05/08/1982 and 26/02/2003 respectively leaving and surviving their one son namely Samir Kumar Neogi @ Samir Neogi and one married daughter Smt. Swagata Sengupta, as their only legal heirs to inherit the said landed property.

AND WHEREAS the said Rabindra Kumar Neogi and his wife Smt. Karabi Neogi died intestate on 23/09/1982 and 21/12/1969 respectively leaving behind and surviving their two sons namely Sri Uday Kumar Neogi @ Uday Neogi and Rathin Neogi @ Ajay Neogi, as their only legal heirs to inherit the said landed property.

AND WHEREAS the said Rathin Neogi @ Ajay Neogi died intestate on 22/05/1982 leaving behind him, his wife namely Smt. Tripti Neogi, as his only legal heirs to inherit the said landed property.

AND WHEREAS the said Ramendra Kumar Neogi died intestate on 22/12/2003 leaving behind him, his wife namely Gouri Neogi and his two sons namely Sri Ranjan Neogi & Sri Rajat Neogi, as his only legal heirs to inherit the said landed property.

AND WHEREAS by a Deed of Partition dated 27/09/2009 duly registered at the office of A.D.S.R. at Alipore, South 24 Parganas and recorded in Book No.- I, CD Volume No. - 35, Pages from 1500 to 1528, Being No. - 07886 for the Year - 2009, the said Sri Ashis Neogi, Sri Subhasish Neogi, Smt. Swastika Sen, Smt. Dipika Gupta, Smt. Lipika Saha, Smt. Swatika Roy, Smt. Swagata Sengupta, Sri Uday Neogi, Smt. Tripti Neogi, Smt. Gouri Neogi, Sri Ranjan Neogi, Sri Rajat Neogi, Sri Phanindra Kumar Neogi & Sri Samir Neogi (all are as the legal heirs of Late Basanta Kumar Neogi) and the successive legal heirs of Late Sirish Chandra Hore, made a

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Partition of the said property measuring an area of 18 Cottahs 08 Chittaks 14 Sq.ft. more or less and in terms of the said partition Deed the said Sri Ashis Neogi, Sri Subhasish Neogi, Smt. Swastika Sen, Smt. Dipika Gupta, Smt. Lipika Saha, Smt. Swatika Roy, Smt. Swagata Sengupta, Sri Uday Neogi, Smt. Tripti Neogi, Smt. Gouri Neogi, Sri Ranjan Neogi, Sri Rajat Neogi, Sri Phanindra Kumar Neogi and Sri Samir Neogi were allotted ALL THAT piece and parcel of land measuring more or less an area of 09 Cottahs 11 Chittaks 40 Sq.ft., comprised in Mouza - Purba Putiary, J.L. No. - 43, R.S. No. - 275, Touzi No. - 18, under R.S. Dag No. - 262, Khatian No. - 197, together with the residential structure standing thereon and the said property was recorded in their names vide Kolkata Municipal Assessee No. - 31-114-25-0088-0, being K.M.C Premises No. - 88, Thakur Para Road, under K.M.C Ward No. - 114, P.S. Regent Park, Kolkata - 700093.

AND WHEREAS the said Phanindra Kumar Neogl died intestate on 02/04/2011 leaving behind him, his wife namely Smt. Namita Neogl and two married daughters namely Smt. Moushumi Sengupta & Smt. Laboni Roy, as his only legal heirs to inherit the said landed property.

AND WHEREAS the said Sri Ashish Neogi, Sri Subhasish Neogi, Smt. Swastika Sen, Smt. Dipika Gupta, Smt. Lipika Saha, Smt. Swatika Roy, Sri Samir Kumar Neogi, Smt. Swagata Sengupta, Sri Uday Kumar Neogi, Smt. Tripti Neogi, Smt. Gouri Neogi, Sri Ranjan Neogi, Sri Rajat Neogi, Smt. Namita Neogi, Smt. Moushumi Sengupta and Smt. Laboni Roy while jointly seized and possessed of another land measuring more or less an area of 03 Cottahs 06 Chittaks 00 Sq.ft., lying and situated at Mouza - Purba Putiary, J.L. No. - 43, R.S. No. - 275, Touzi No. - 18, comprised in Khatian No. - 230, appertaining to R.S. Dag No. - 265, in the District South 24 Parganas duly mutated their names (as the legal heirs of Late Basanta Kumar Neogi) in the records of the Kolkata Municipal Corporation and the property was known and numbered as KMC Premises No. - 253, Thakur Para Road, under K.M.C Ward No. - 114, P.S. Regent Park, Kolkata - 700093.

AND WHEREAS the said Gouri Neogi, wife of Late Ramendra Kumar Neogi, died on 22/12/2011 leaving behind her two sons namely Sri Ranjan Neogi and Sri Rajat Neogi, as her only legal heirs to inherit the said landed property. AND WHEREAS the said Sri Ashish Neogi, son of Late Khagendra Kumar Neogi, died intestate on 15/02/2013 leaving behind him, his wife namely Smt. Santana Neogi and one son namely Sri Indrasish Neogi, as his only legal heirs to inherit the said landed property.

AND WHEREAS in pursuance to the above the said Smt. Santana Neogi, Sri Indrasish Neogi, Sri Subhasis Neogi, Smt. Swastika Sen, Smt. Dipika Gupta, Smt. Lipika Saha, Smt. Swatika Roy, Smt. Swagata Sengupta, Sri Samir Kumar Neogi @ Samir Neogi, Sri Uday Kumar Neogi, Smt. Tripti Niogi, Sri Ranjan Neogi, Sri Rajat Neogi, Smt. Namita Neogi, Smt. Moushumi Sengupta & Smt. Labani Roy while jointly seized and possessed of the said land duly recorded their names before the Office of the B.L. & L.R., District - South 24 Parganas and the entire properties have been recorded in their names at Mouza - Purba Putiary, under L.R. Khatian Nos. - 1544, 1545, 1546, 1547, 1548, 1549, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, at L.R. Dag Nos. - 262 & 265, P.S. - Regent Park, District - South 24 Parganas.

AND WHEREAS thereafter the said Samir Kumar Neogi @ Samir Neogi, son of Late Satyendra Kumar Neogi, died intestate on 22/11/2018 leaving behind him, his wife namely Smt. Maitry Neogi and one son namely Sri Sagar Neogi, as his only legal heirs to inherit the said landed property.

AND WHEREAS thus the said Smt. Santana Neogi, Sri Indrasish Neogi, Sri Subhasish Neogi, Smt. Swastika Sen, Smt. Dipika Gupta, Smt. Lipika Saha, Smt. Swatika Roy, Smt. Maitry Neogi, Sri Sagar Neogi, Smt. Swagata Sengupta, Sri Uday Kumar Neogi, Smt. Tripti Neogi, Sri Rajat Neogi, Smt. Namita Neogi, Smt. Moushumi Sengupta and Smt. Laboni Roy became the joint owners of the two different plots, one being K.M.C Premises No. - 88, Thakur Para Road, under K.M.C Ward No. - 114, Kolkata - 700093, having land area measuring more or less 09 Cottahs 11 Chittaks 40 Sq.ft. & the other being K.M.C Premises No. - 253, Thakur Para Road, under K.M.C Ward No. - 114, Kolkata - 700093, having land area more or less 03 Cottahs 06 Chittaks 00 Sq.ft., totaling an area of more or less 13 Cottahs 01 Chittaks 40 Sq.ft. and while they have seized and possessed of their two different plots of land situated at side by side, with a view to joining them into one single plot of land for the benefit of use, enjoy and occupy the same and accordingly they applied to the Kolkata Municipal Corporation for joining the same into a single plot of land and the concerned authority pleased to grant that appeal and the said two premises became a single premises being numbered as K.M.C.

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Premises No. - 88, Thakur Para Road, Assessee No. - 31-114-25-0088-0, under K.M.C Ward No. - 114, P.S. - Regent Park, Kolkata - 700093.

AND WHEREAS thus the said Smt. Santana Neogi, Sri Indrasish Neogi, Sri Subhasish Neogi, Smt. Swastika Sen, Smt. Dipika Gupta, Smt. Lipika Saha, Smt. Swastika Roy, Smt. Maitry Neogi, Sri Sagar Neogi, Smt. Swagata Sengupta, Sri Uday Kumar Neogi, Smt. Tripti Neogi, Sri Ranjan Neogi, Sri Rajat Neogi, Smt. Namita Neogi, Smt. Moushumi Sengupta and Smt. Laboni Roy became the absolute lawful joint owners of ALL THAT piece and parcel of land measuring more or less an area of 13 Cottahs 01 Chittaks 40 Sq.ft., TOGETHER WITH a Two storied building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & First Floor – 1000 Sq.ft.) standing thereon, lying and situated at Mouza - Purba Putiary, J.L. No. – 43, R.S. No. – 275, Touzi No. – 18, comprised in R.S. Khatian Nos. – 230 & 568, under L.R. Khatian Nos. – 1544, 1545, 1546, 1547, 1548, 1549, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579 & 1580 appertaining to R.S. & L.R. Dag Nos. – 262 & 265, Police Station – Regent Park, within the limits of the Kolkata Municipal Corporation Ward No. – 114, vide KMC Assessee No. – 31-114-25-0088-0, being Premises No. – 88, Thakur Para Road, Kolkata – 700093, District - South 24 Parganas.

AND WHEREAS in between period the said Smt. Namita Neogi, wife of Late Phanindra Kumar Neogi while seized and possessed of her respective share of the said land inconsideration for love and affection gifted, transferred and conveyed of ALL THAT piece and parcel of undivided 1/15th respective share of more or less 13 Cottahs 01 Chittaks 40 Sq.ft. of land, TOGETHER WITH a brick built pucca structure standing thereon, lying and situated at Mouza - Purba Putiary, J.L. No. - 43, R.S. No. - 275, Touzi No. - 18, comprised in R.S. Khatian Nos. - 230 & 568, under L.R. Khatian No. - 1577, appertaining to R.S. & L.R. Dag Nos. - 262 & 265, Police Station - Regent Park, within the limits of the Kolkata Municipal Corporation Ward No. - 114, vide KMC Assessee No. - 31-114-25-0088-0, being Premises No. - 88, Thakur Para Road, Kolkata - 700093, District - South 24 Parganas, unto and in favour of her two married daughters namely Smt. Moushumi Sengupta & Smt. Labani Roy, by virtue of a registered Deed of Gift, executed on 22/08/2019 and registered on 03/09/2019, duly registered at the office of the D.S.R. - 1, South 24 Parganas and recorded in Book No. - 1, Volume No - 1601-2019, Pages from 131170 to 131195, Being No. - 160102689 for the Year 2019.

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AND WHEREAS thereafter the said SMT. SANTANA NEOGI, SRI INDRASISH NEOGI, SRI SUBHASIS NEOGI, SMT. SWASTIKA SEN, SMT. DIPIKA GUPTA, SMT. LIPIKA . SAHA, SMT. SWATIKA ROY, SMT. SWAGATA SENGUPTA, SMT. MAITRY NEOGI, SRI SAGAR NEYOGI, SRI SWATIKA ROY, SMT. SWAGATA SENGUPTA, SMT. MAITRY NEOGI, SRI RAJAT NEOGI, SMT. UDAY KUMAR NEOGI, SMT. TRIPTI NIOGI, SRI RANJAN NEOGI, SRI RAJAT NEOGI, SMT. MOUSHUMI SENGUPTA & SMT. LABANI ROY, being the Land Owners No. 1 to 16 herein became the absolute lawful joint owners of ALL THAT piece and parcel of land measuring became the absolute lawful joint owners of ALL THAT piece and parcel of land measuring more or less an area of 13 Cottahs 01 Chittak 40 Sq.ft., TOGETHER WITH a Two storied more or less an area of 13 Cottahs 01 Chittak 40 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total covered area of more or less 2000 Sq.ft. (Ground Floor – 1000 Sq.ft. & building having total cover

AND WHEREAS by a Deed of Bengali Saf Kobala dated 28/07/1954, duly registered at the Office of the Sub-Registrar at Alipore and recorded in Book No.- 1, Volume No. - 93, Pages the Office of the Sub-Registrar at Alipore and recorded in Book No.- 1, Volume No. - 93, Pages from 46 to 49, Being No. - 5234 for the Year 1954, one Sri Nikhil Chandra Moulik & one Sri Akhil Chandra Moulik jointly purchased ALL THAT piece and parcel of land measuring more Akhil Chandra Moulik jointly purchased ALL THAT piece and parcel of land measuring more or less an area of 03 Cottahs 06 Chittaks 00 Sq.ft., lying and situated at Mouza - Purba Putiary, or less an area of 03 Cottahs 06 Chittaks 00 Sq.ft., lying and situated at Mouza - 230, appertaining to J.L. No. - 43, R.S. No. - 275, Touzi No. - 18, comprised in R.S. Khatian No. - 230, appertaining to R.S. Dag No. - 265, Police Station - the then Tollygunge now Regent Park, District - South 24

AND WHEREAS thus said 1. Sri Nikhil Chandra Moulik and 2. Sri Akhil Chandra Moulik
became the joint owners of ALL THAT piece and parcel of land measuring more or less an area
of 03 Cottahs 06 Chittaks 00 Sq.ft., lying and situated at Mouza - Purba Putiary, J.L. No. - 43,
of 03 Cottahs 06 Chittaks 00 Sq.ft., lying and situated at Mouza - Purba Putiary, J.L. No. - 43,
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of 03 Cottahs 06 Chittaks 00 Sq.ft., lying and situated at Mouza - Purba Putiary, J.L. No. - 43,
of 04 Chittaks 00 Sq.ft., ly

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AND WHEREAS said Nikhil Chandra Moulik @ N.C. Moulik who was also known as Nikhil Chandra Moulik Gupta while enjoying his undivided 1/2 share of land died intestate on 20/06/1998 leaving behind him, surviving his wife namely Smt. Gopa Moulik and two married daughters namely Smt. Shampa Biswas & Smt. Luna Sengupta and one son namely Sri Joy Gupta Moulik, as his only legal heirs and successors who thus became the joint owners having undivided 1/4th share each out of the portion of Late Nikhil Chandra Moulik @ N.C. Moulik @ Nikhil Chandra Moulik Gupta.

AND WHEREAS as per law of inheritance said Smt. Gopa Moulik, Smt. Shampa Biswas, Smt. Luna Sengupta and Sri Joy Gupta Moulik became the joint owners each having undivided 1/4th share of all that 01 Cottahs 11 Chittaks of land being the undivided 1/2 share of the total land measuring more or less 03 Cottahs 06 Chittaks left by the said deceased Nikhil Chandra Moulik @ N.C. Moulik @ Nikhil Chandra Moulik Gupta and was enjoying the same free from all encumbrances.

AND WHEREAS by a Deed of Gift dated 20/12/2019, registered at the Office of the A.D.S.R. Alipore and recorded in Book No. - I, Volume No - 1605-2019, Pages from 2277 to 2302, Being No. - 160507471 for the Year 2019, said Smt. Gopa Moulik, Smt. Shampa Biswas & Smt. Luna Sengupta, jointly mentioned as Donors therein transferred their undivided 3/8th share of total land measuring 03 Cottahs 06 Chittaks 00 Sq.ft, in favour of Sri Joy Gupta Moulik.

AND WHEREAS by way of Gift the said Sri Joy Gupta Moulik got 3/8th share and by way of inheritance got 1/8th share of total land who thus became the absolute owner of undivided 1/2 share of total land measuring 03 Cottahs 06 Chittaks 00 Sq.ft., lying and situated at Mouza - Purba Putiary, J.L. No. -.43, R.S. No. - 275, Touzi No. - 18, comprised in R.S. Khatian No. - 230, appertaining to R.S. Dag No. - 265, Police Station - Regent Park, District - South 24 Parganas.

AND WHEREAS said Akhil Chandra Moulik who was also known as Akhil Gupta during his life time while enjoying the remaining undivided 1/2 share of the total land measuring 03 Cottahs 06 Chittaks 00 Sq.ft., died intestate 09/03/2006 leaving behind him, surviving his wife namely Smt. Minati Gupta and one son namely Sri Partha Gupta, as his only legal heirs and successors.

AND WHEREAS thereafter the said Sm. Minati Gupta, wife of Late Akhil Gupta also died intestate on 26/08/2017, leaving behind surviving her only son namely Sri Partha Gupta, as her only legal heirs and successors.

AND WHEREAS as stated herein above the said Sri Joy Gupta Moulik and Sri Partha Gupta, being the Second Party herein became the absolute lawful joint owners of ALL THAT piece and parcel of land measuring more or less an area of 03 Cottahs 06 Chittaks 00 Sq.ft., lying and situated at Mouza - Purba Putiary, J.L. No. - 43, R.S. No. - 275, Touzi No. - 18, comprised in R.S. Khatian No. - 230, appertaining to R.S. Dag No. - 265, Police Station - Regent Park, District - South 24 Parganas, within the limits of the Kolkata Municipal Corporation Ward No. - 114, Kolkata - 700093.

AND WHEREAS thereafter the said Sri Joy Gupta Moulik and Sri Partha Gupta, jointly mutated their names in the records of the Kolkata Municipal Corporation and the property was known and numbered as KMC Premises No. - 278, Thakur Para Road, vide K.M.C Assessee No. - 31-114-25-0403-4, under K.M.C Ward No. - 114, P.S. Regent Park, Kolkata - 700093.

AND WHEREAS thus the said SRI JOY GUPTA MOULIK and SRI PARTHA GUPTA, being the being the Land Owners No. 17 & 18 herein became the absolute lawful joint owners of ALL THAT piece and parcel of land measuring more or less an area of 03 Cottahs 06 Chittaks 00 Sq.ft., TOGETHER WITH a brick built Asbestos shaded structure, having an area of more or less 1000 Sq.ft., lying and situated at Mouza - Purba Putiary, J.L. No. - 43, R.S. No. - 275, Touzi No. - 18, comprised in R.S. Khatian No. - 230, under L.R. Khatian Nos. - 2233 & 2234, appertaining to R.S. & L.R.Dag No. - 265, Police Station - Regent Park, District - South 24 Parganas, within the limits of the Kolkata Municipal Corporation Ward No. - 114, vide KMC Assessee No. - 31-114-25-0403-4, being Premises No. - 278, Thakur Para Road, Kolkata - 700093, District - South 24 Parganas.

AND WHEREAS in pursuance to the above the said 1. SMT. SANTANA NEOGI, 2. SRI INDRASISH NEOGI, 3. SRI SUBHASIS NEOGI, 4. SMT. SWASTIKA SEN, 5. SMT. DIPIKA GUPTA, 6. SMT. LIPIKA SAHA, 7. SMT. SWATIKA ROY, 8. SMT. SWAGATA SENGUPTA, 9. SMT. MAITRY NEOGI, 10. SRI SAGAR NEYOGI, 11. SRI UDAY KUMAR NEOGI, 12. SMT. TRIPTI NIOGI, 13. SRI RANJAN NEOGI 14. SRI RAJAT NEOGI, 15. SMT. MOUSHUMI SENGUPTA, 16. SMT. LABANI ROY, 17. SRI JOY GUPTA MOULIK & 18. SRI PARTHA GUPTA while they were seized and

daughter of Late Satyendra Kumar Neogi, by Occupation - Housewife, residing at Madhyapara, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, District - South 24 Parganas, 9. SMT. MAITRY NEOGI, wife of Late Samir Kumar Neogi, by Occupation - Housewife, 10. SRI SAGAR NEYOGL, son of Late Samir Kumar Neogi, by Occupation - Service, (9) & (10) both are residing at E/41/1, Ramgarh, P.O. - Naktala, P.S. - Netaji Nagar, Kolkata - 700047, District - South 24 Parganas, 11. SRI UDAY KUMAR NEOGI, son of Late Rabindra Kumar Neogi, by Occupation -Service, residing at Madhyapara, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, District - South 24 Parganas, 12. SMT. TRIPTI NIOGI, wife of Late Rathin Neogi, by Occupation - Housewife, residing at 50B, Purba Putiary Dakhin Para, P.O. - Purba Putiary, Police Station - Regent Park, Kolkata - 700093, District - South 24 Parganas, 13. SRI RANIAN NEOGL son of Late Ramendra Kumar Neogi, by Occupation - Service, 14. SRI RAIAT NEOGL son of Late Ramendra Kumar Neogi, by Occupation - Service, (13) & (14) both are residing at 111, Laha Bagan, P.O. - Panihati, P.S. - Khardaha, Kolkata - 700114, District - North 24 Parganas, 15. SMT. MOUSHUMI SENGUPTA, wife of Sri Amlan Sengupta, daughter of Late Phanindra Kumar Neogi, by Occupation - Service, residing at 26E, Raipur Mondalpara Road, P.O. - Naktala, P.S. - Patuli now Netaji Nagar, Kolkata - 700047, District - South 24 Parganas, 16. SMT. LABANI ROY, wife of Sri Arindam Roy, daughter of Late Phanindra Kumar Neogi, by Occupation - Service, residing at Madhyapara, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata -700093, District - South 24 Parganas, 17. SRI JOY GUPTA MOULIK, son of Late Nikhil Chandra Moulik @ N.C.Moulik @ Nikhil Chandra Moulik Gupta, by Occupation - Service, residing at House No. - 4, 138/508, Jhirapani Jagda P.O. - Jhirpani, P.S. - Raurkela, Dist. -Sundargarh, Odisha - 769042 & 18. SRI PARTHA GUPTA, son of Late Akhil Chandra Moulik @ Akhil Gupta, by Occupation - Service, residing at 72, Nehru Colony, P.O. & P.S. - Regent Park, Kolkata - 700040, District - South 24 Parganas, all are by Faith - Hindu, by Nationality -Indian.

office at 109, Sahapara Road, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, District
- South 24 Parganas, being represented by its sole proprietor namely <u>SRI PROSENIIT SAHA</u>.
son of Late Prithwiraj Saha, by Faith - Hindu, by Occupation - Business, by Nationality -

other and accordingly for the benefit of use, occupation and enjoyment of the same they have joined the said two plots of land into a single plot of land by virtue of registered Deed of Amalgamation, registered on 14/03/2022 and duly registered at the office of the D.S.R-I, South 24 Parganas and recorded in Book No. - I, Volume No - 1601-2022, Pages from 45845 to 45953, Being No. - 160100886, for the Year 2022 and after execution of the said Deed of Amalgamation, the present Land Owners jointly mutated their names in the record of the Kolkata Municipal Corporation and the entire property has been known and numbered as K.M.C Premises No. - 88, Thakur Para Road, P.S. - Regent Park, Kolkata -700093.

AND WHEREAS thereafter the present Land Owners have demolished the asbestos shaded residential structure.

AND WHEREAS thus the present Land Owners herein became the absolute joint owners of ALL THAT piece and parcel of bastu land measuring an area of more or less 16 Cottahs 07 Chittaks 40 Sq.ft., TOGETHER WITH a Two storied residential building, having total covered area of more or less 2000 Sq.ft. (Ground Floor = 1000 Sq.ft. and First Floor = 1000 Sq.ft.) with cemented floor finished now standing thereon, lying and situated at Mouza - Purba Putiary, J.L. No. - 43, Touzi No. - 18, comprised in R.S. Khatian Nos. - 230 & 568, under L.R. Khatian Nos. - 1544, 1545, 1547, 1548, 1549, 1571, 1572, 1573, 1574, 1575, 1576, 1578, 1579, 1580, 2149, 2150, 2151, 2233 & 2234, appertaining to R.S. & L.R. Dag Nos. - 262 & 265, under Police Station - Regent Park, within the limits of the K.M.C Ward No. - 114, yide KMC Assessee No. - 31-114-25-0088-0, being Premises No. - 88, Thakur Para Road, Kolkata - 700093, District - South 24 Parganas, A.D.S.R. at Alipore, morefully and particularly described in the Schedule 'A' hereunder written.

AND WHEREAS with a view to develop the said land, as described in the Schedule 'A' below and to erect a multistoried building over the same in terms of the building plan to be sanctioned by the Kolkata Municipal Corporation, the land Owners herein have invited the developer to undertake the charge of such constructional and/or development works at the below Scheduled property at its costs, expenses and efforts.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with said proposal of the land Owners and agreed to develop the Schedule 'A' mentioned property and to erect a building which will be made as thereon in terms of the sanctioned building plan at its own costs, expenses and efforts and in pursuance to the above, the parties herein have entered into this Agreement in between them on the following terms and conditions:-

NOW THIS AGREEMENT WITNESSES ::-

ARTICLE: 1

DEFINITIONS: For proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times hereinafter shall always mean and include.

SAID PROPERTY: Shall always mean and include ALL THAT piece and parcel of bastu land measuring an area of more or less 16 Cottahs 07 Chittaks 40 Sq.ft., TOGETHER WITH a Two storied residential building, having total covered area of more or less 2000 Sq.ft. (Ground Floor = 1000 Sq.ft. and First Floor = 1000 Sq.ft.) with cemented floor finished now standing thereon, lying and situated at Mouza - Purba Putiary, J.L. No. - 43, Touzi No. - 18, comprised in R.S. Khatian Nos. - 230 & 568, under L.R. Khatian Nos. - 1544, 1545, 1547, 1548, 1549, 1571, 1572, 1573, 1574, 1575, 1576, 1578, 1579, 1580, 2149, 2150, 2151, 2233 & 2234, appertaining to R.S. & L.R. Dag Nos. - 262 & 265, under Police Station - Regent Park, within the limits of the K.M.C Ward No. - 114, vide KMC Assessee No. - 31-114-25-0088-0, being Premises No. - 88, Thakur Para Road, Kolkata - 700093, District - South 24 Parganas, A.D.S.R. at Alipore, morefully and particularly described in the Schedule 'A' hereunder written.

PROPOSED BUILDING MEANS: The proposed multistoried building to be constructed upon the below Scheduled property as per the building plan to be sanctioned by the competent authority of the Kolkata Municipal Corporation.

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FLAT/APARTMENT MEANS: The unit of a self-contained compact accommodation of the said Building for residential purpose having one or more rooms along with separate Kitchen, separate bath and privy and separate balcony with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from others, along with access and right to ingress and egress to and from the main entrance and public road. The rooms, Kitchen, bath cum privy, balcony shall have partition for separation from each other by pucca walls with necessary doors and windows.

PLAN OR MAP SHALL MEANS: The building plan duly sanctioned by the Kolkata Municipal Corporation in respect of the proposed building/buildings and shall include all such Modification or alternation as may be made by the developer from time to time when required (Subject to further sanction and/or regularization by the competent authority of the KMC).

LAND OWNERS MEAN: 1. SMT. SANTANA NEOGL wife of Late Ashish Kumar Neogi, by Occupation - Housewife, residing at 72B/2FL, Ashutosh Mukherjee Road, P.O. & P.S. -Bhawanipore, Kolkata - 700025, 2. SRI INDRASISH NEOGI, son of Late Ashish Kumar Neogi, by Occupation - Service, 3. SRI SUBHASIS NEOGI, son of Late Khagendra Kumar Neogi, by Occupation - Service, (2) & (3) all are residing at 72B, Ashutosh Mukherjee Road, P.O. & P.S. -Bhawanipore, Kolkata - 700025, District - South 24 Parganas, 4. SMT. SWASTIKA SEN, wife of Late Mihir Sen and daughter of Late Khagendra Kumar Neogi, by Occupation - Housewife, residing at 138A, Harish Mukherjee Road, P.O. - Bhawanipore, P.S. - Kalighat, Kolkata -700025, District - South 24 Parganas, 5. SMT. DIPIKA GUPTA, wife of Late Chinmoy Gupta and daughter of Late Khagendra Kumar Neogi, by Occupation - Housewife, residing at 16, Parasar Road, P.O. - Sarat Bose Road, P.S. - Gariahat, Kolkata - 700029, District - South 24 Parganas, 6. SMT. LIPIKA SAHA, wife of Sri Samir Kumar Saha and daughter of Late Khagendra Kumar Neogi, by Occupation - Housewife, residing at 394B, Jodhpur Park, P.O. & P.S. - Jadavpur, Kolkata - 700068, District - South 24 Parganas, 7. SMT. SWATIKA ROY, wife of Sri Ashok Roy and daughter of Late Khagendra Neogl, by Occupation - Housewife, residing at 20, Santohspur Road, P.O. - Santoshpur, P.S. - Survey Park, Kolkata - 700076, District - South 24 Parganas, 8. SMT. SWAGATA SENGUPTA, wife of Late Dipak Kumar Sengupta and

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daughter of Late Satyendra Kumar Neogi, by Occupation - Housewife, residing at Madhyapara, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, District - South 24 Parganas, 9. SMT. MAITRY NEOGL wife of Late Samir Kumar Neogi, by Occupation - Housewife, 10. SRI SAGAR NEYOGI, son of Late Samir Kumar Neogi, by Occupation - Service, (9) & (10) both are residing at E/41/1, Ramgarh, P.O. - Naktala, P.S. - Netaji Nagar, Kolkata - 700047, District - South 24 Parganas, 11. SRI UDAY KUMAR NEOGI, son of Late Rabindra Kumar Neogi, by Occupation -Service, residing at Madhyapara, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, District - South 24 Parganas, 12. SMT. TRIPTI NIOGI, wife of Late Rathin Neogi, by Occupation - Housewife, residing at 50B, Purba Putiary Dakhin Para, P.O. - Purba Putiary, Police Station - Regent Park, Kolkata - 700093, District - South 24 Parganas, 13. SRI RANJAN NEOGI, son of Late Ramendra Kumar Neogi, by Occupation - Service, 14. SRI RAJAT NEOGI. son of Late Ramendra Kumar Neogi, by Occupation - Service, [13] & [14] both are residing at 111, Laha Bagan, P.O. - Panihati, P.S. - Khardaha, Kolkata - 700114, District - North 24 Parganas, 15. SMT. MOUSHUMI SENGUPTA, wife of Sri Amlan Sengupta, daughter of Late Phanindra Kumar Neogi, by Occupation - Service, residing at 26E, Raipur Mondalpara Road, P.O. - Naktala, P.S. - Patuli now Netaji Nagar, Kolkata - 700047, District - South 24 Parganas, 16. SMT. LABANI ROY, wife of Sri Arindam Roy, daughter of Late Phanindra Kumar Neogi, by Occupation - Service, residing at Madhyapara, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata -700093, District - South 24 Parganas, 17. SRI JOY GUPTA MOULIK, son of Late Nikhil Chandra Moulik @ N.C.Moulik @ Nikhil Chandra Moulik Gupta, by Occupation - Service, residing at House No. - 4, 138/508, Jhirapani Jagda P.O. - Jhirpani, P.S. - Raurkela, Dist. -Sundargarh, Odisha - 769042 & 18. SRI PARTHA GUPTA, son of Late Akhil Chandra Moulik @ Akhil Gupta, by Occupation - Service, residing at 72, Nehru Colony, P.O. & P.S. - Regent Park, Kolkata - 700040, District - South 24 Parganas, all are by Faith - Hindu, by Nationality -Indian.

DEVELOPER MEANS': M/S. GANAPATI ENTERPRISE, a sole Proprietorship Firm, having its office at 109, Sahapara Road, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, District - South 24 Parganas, being represented by its sole proprietor namely SRI PROSENIT SAHA, son of Late Prithwiraj Saha, by Faith - Hindu, by Occupation - Business, by Nationality -

Indian, residing at 109, Sahapara Road, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, District - South 24 Parganas.

ARCHITECT: Architect shall mean any qualified person or persons or firm or firms of LBS appointed or nominated by the Developer as the Architect of the building / buildings to be constructed upon the said property.

SPECIFICATIONS AND AMENITIES: Shall mean materials and specifications as may be recommended by the Architect for the construction of the building Amenities means – All fittings as described in the annexure and will be provided by the developer in those flats under Reserve Portion.

COMMON / SERVICE AREA SHALL MEAN:

- Staircase on all floors.
- ii. Staircase landing on all floors.
- iii. Common passage including main entrance leading to lobbies on the ground floor.
- iv. Water pumps, water tanks, reservoirs, water pipes, septic tank, all rain water pipes and all other common plumbing installations and sanitary installations.
- Common electrical wiring, fittings and fixtures, generators (excluding those as will be installed for any particular unit)
- vi. Drainage and sewers.
- vii. Boundary walls and main gates. .
- viii. Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/or terrace and areas.
 - ix. Roof on the top floor.
 - x. Lift Machine and Lift Machine Room and of the said building.

OWNER'S ALLOCATION:

The Land Owners herein shall jointly get the 4 (Four) Nos. of Car Parking Spaces and 13 (Thirteen) Nos. of Flats at the proposed multistoried building TOGETHERE WITH

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undivided, un-demarcated, impartible, proportionate share and/or interest of the vacant land and the land underneath the building along with all easement rights, liberties and privileges and with all common amenities and facilities whatsoever of the said proposed building of the said property as mentioned hereunder written in the Schedule "A" below as the following manners :-

- (a) Four Nos. of Car Parking Spaces from the Western side of the Middle Block of the Ground Floor having area of 120 Sq.ft. each.
- (b) Thirteen Nos. of Flats as the following manners :-
 - At the Ground Floor One No. of Flat being Flat No. GB, having built-up area of more or less 400 Sq.ft.;
 - At the First Floor Two Nos. of Flats being Flat No. 1E & 1G, each having builtup area of more or less 650 Sq.ft.;
 - At the Second Floor Four Nos. of Flats being Flat No. 2A, 2B, 2E & 2G, each having built-up area of more or less 650 Sq.ft, and One No. of Flat being Flat No. 2F having built-up area of more or less 750 Sq.ft.;
 - At the Third Floor Two Nos. of Flats being Flat No. 3E & 3G, each having builtup area of more or less 650 Sq.ft.;
 - At the Fourth Floor Two Nos. of Flats being Flat No. 4E & 4G, each having built-up area of more or less 650 Sq.ft. and One No. of Flat being Flat No. 4F having built-up area of more or less 750 Sq.ft.

The Deweloper shall also pay a sum of Rs.10,001/- (Rupees Ten Thousand and One) Only towards nonrefundable amount to the Land Owners herein.

The aforesaid Land Owner's Allocation is morefully described in the Schedule "B" hereunder written.

DEVELOPER'S ALLOCATION: The Developer shall get the remaining Flats on the Different Floors and the remaining Car Parking Spaces/Commercial Space/Office Space/Godown Space at the Ground Floor of the proposed multistoried building save and excepts the Owner's Allocation TOGETHERE WITH undivided, un-demarcated, impartible, proportionate share

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and/or interest of the vacant land and the land underneath the building along with all easement rights, liberties and privileges and with all common amenities and facilities whatsoever of the said proposed building of the said property as mentioned hereunder written in the Schedule "A" below. The aforesaid Developer's Allocation is morefully described in the Schedule "C" hereunder written.

TAX LIABILITIES: The Land Owners will not be liable to pay the tax liability in respect of selling the Flats, space/spaces under the Developer's Allocation.

RESERVED PORTION SHALL MEAN: Owner's Allocation

INTENDING BUYERS SHALL MEAN: All the persons, firm, organizations who is/are interested to purchase any flat/flats and any other space/s of the said proposed multistoried building only from the developer's allocation.

UNAVOIDABLE CIRCUMSTANCES SHALL MEAN: Unnatural calamities, war, riot, earthquakes, civil disorder, political unrest etc. generally termed as "Act of God" or Force Measure by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time.

ARTICLE: II

DEVELOPER'S OBLIGATIONS: That it is agreed by and between the parties herein that the developer shall be entitled to construct a building upon the said property by its own fund and resources or by any other funds procured by taking advance from the intending buyers, who is willing to purchase any flat in the said building or borrowing finance from any Bank and/or any Financial Institution by mortgaging the Flat of the Developer's Allocation in question for development provided the developer fulfill the following obligations towards the land Owners:-

a) That the Developer will construct the proposed building upon the said property strictly
as per building plan to be duly sanctioned by the Kolkata Municipal Corporation.

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- b) That the developer shall have to maintain the proper sizes/specification as per building plan and also as per advice of the Architect.
- c) That the developer shall have to appoint a professional civil Engineer or L.B.S or firm as Architect to supervise the construction of the building/buildings.
- d) That the entire costs and expenses for the construction work of the proposed building and development work of the said land as well as preparation of plan and sanction will be borne by the Developer and the Developer shall not claim or demand in any part of the said expenses from the Land Owners herein.
- e) The Land Owners will give the vacant possession of the scheduled property within One month from the date of sanction of the Building Plan and thereafter the Developer will demolish the existing building and after demolition of the existing building all the materials shall vest to the Developer herein.
- f) That the Developer will arrange Two nos, of separate accommodations for the Land Owners on rental basis and the Developer will pay the rents of those accommodations until the possession of Owner's Allocation are not handed over.
- g) That developer shall complete the proposed multistoried building in terms of the building plan to be sanctioned by the Kolkata Municipal Corporation within next 28 (Twenty Eight) months from the date of obtaining the sanction plan and to hand over lawful physical possession of the flats under Owner's Allocation in favour of the land Land Owners within the said period of 28 (Twenty Eight) months without any more delay in any manner whatsoever. It is to be noted herein that the time, as mentioned in this paragraph shall be the essence of this contract.
- h) However, if there is any genuine cause for delay in completion of the building due to death of any parties, natural calamities, riots, political unrest, emergency shutdown situations, etc., the period of handing over the possession may be extended for further 6 (six) months upon request of the Developer.
- That the Developer shall have no right or shall not be entitled to sell, transfer and/or encumber the flats under the Owner's Allocation.

- j) That the Developer shall install the main Electric Meter at the proposed building and in that case the Meter installation charges and the security deposit for the same will proportionately be borne by the Land Owners and the Flat byers.
- k) That the Land Owners shall not be liable with regard to the nature of construction of the proposed building and also for any financial transaction with the Third Parties.
- That with the execution of the said Development Agreement the Land Owners herein also have been agreed to execute a Registered Development Power of Attorney in favour of the Developer, appointing the Developer as their lawful Constituted Attorney empowering and entrusting him upon all the rights, liberties and authorities in respect of the schedule property (together with the right of selling of the flats of the proposed building except Owners' allocation) so that the Developer shall carry on the proposed Development and/or constructional work of the schedule property peacefully and smoothly.
 - m) The Developer will arrange all the materials of the construction at his own costs, risk and arrangements.
 - n) The Developer shall arrange to provide and certify and issue the acknowledgement in the letterhead of the Developer of all the original documents to the Land Owners which will be collected by the Developer from the Land Owners.

-:: RIGHTS AND PRIVIEGES OF THE DEVELOPER ::-

- a) That saves and except those portion which shall be kept reserved for the land Owners, the Developer shall be entitled to sell and/or transfer all the flats of the said building to any intending buyer/buyers in such a price and in such terms and conditions as determined by the developer.
 - b) That the Developer shall be entitled to receive the entire consideration money in respect of the developer allocation only from the intending buyers against issuing proper receipt thereof.
 - c) That the land Owners shall have no right and/or liberty to interfere in those transaction made between the Developer and intending buyer/buyers in any manner

whatsoever and further the land Owners shall not be entitled to claim the profit of the said venture of part thereof, on the contrary the Developer shall have no right, interest, ownership, possession whatsoever over the flats under the Owner's Allocation.

- d) That the Developer shall have every right to disclaim and/or relinquish any claim from the intending buyer and/or shall be entitled to settle any matter with any intending buyer/s in respect of payment on consideration or in any issue, in any term as the Developer may think fit any proper.
 - e) That the Developer shall be entitled to execute any type of Agreement for Sale and Deed of Conveyance in favour of the intending buyer/s in respect of the Flat/s, Car Parking Space/s and other saleable space/s of the proposed building under the Developer's Allocation only.
 - f) That during the period of construction of the proposed building the Developer shall be in absolute possession of the said property and the Land Owners shall not be entitled to disturb the possession of the Developer in any manner whatsoever.
 - g) That after completion of the building the Developer will hand over the possession certificate in respect of the Owner's Allocation.

-:: LAND OWNER'S OBLIGATIONS AND PRIVILEGES ::-

a) That the land Owners do hereby declare that they have absolute right, title and interest upon the said landed property and do hereby further declare that the said property morefully described in the Schedule below is free from all encumbrances, disputes, litigations and in the mean time they have not received any notice and notices to the effect that the said land is affected by any scheme of the Government of West Bengal or of Kolkata Municipal Corporation and/or any other statutory body at the time of signing of this Agreement. So, being satisfied about the marketable title of the said property and the same is free from all encumbrances of the property, the Developer herein has entered into this Agreement.

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- b) That the Land Owners shall at the time of execution of this presents, deliver all the Original Documents regarding the title of the land, other papers and documents against proper receipts from the Developer.
- c) That the Land Owners shall not be entitled in any way to interfere with the management of the construction of the proposed building and in the matter of transfer of the flats or spaces of the building to the intending buyer/s.
- d) That the land Owners shall not be required to share or pay cost of construction of the land Owners' allocation which will be solely borne by the Developer.
- e) That in the event, if a Co-operative Society and/or Association be formed, the Land Owners shall become the member of the said Society and/or Association as the case may be and shall be liable to pay and bear proportionate maintenance charges, as well as services charges and Municipal taxes in respect of their allocation and for maintenance of the common areas, facilities etc.
- f) The land Owners shall have the right to sell, transfer the flats and Car Parking Spaces under their allocation to any third party as per their own discretion. The Developer shall have no interference to that effect in any manner whatsoever.
- g) That all the legal heirs and successors of the present Land Owners shall remain bound and shall abide by all the terms and conditions mentioned in this Agreement in absence of the present Land Owners during the stipulated period of time. Be it specifically mentioned that in case of death of any of the present Owner/s, the legal heirs and successors of that Owner/s shall be bound to execute a Fresh/Supplementary Development Agreement and Development Power of Attorney under the same terms and conditions in favour of the Developer herein. On the other hand in case of the death of the Developer herein, the present Land Owners or legal heirs and successors of any of the deceased Owner/s shall be bound to execute a Fresh/Supplementary Development Agreement and Development Power of Attorney under the same terms and conditions in favour of the legal heirs and successor of the Developer herein.

ARTICLE - V -:: CANCELLATION AND ARBITRATION ::-

- a) All communication in the form of letter, notice, correspondence from/to either of the parties will be made to the address written in the 1st page of this present and will be communicate by postal service or personal peon services and letter, notice served upon either of the parties by other.
- b) All disputes and differences between the parties relating to this Agreement or its interpretation shall be referred to the Arbitration of an Arbitral Tribunal consisting of Two Arbitrators, one each to be appointed by the parties hereto and in case of their disagreement, the same shall be referred to an Umpire to be appointed by the said Arbitrators of both the parties. The award of the Tribunal shall be the final binding on the parties. The Arbitration proceedings will be in Kolkata unless otherwise agreed.

-:: DETAILS OF WORKS AND STANDARD OF MATERIALS ::-

- STRUCTURE AND FOUNDATION: The building is designed of R.C.C. foundation.
- WALLS: All the external walls shall be 200mm, thick brick wall with sand-cement plaster. All internal walls shall be 125mm. & 75mm, thick brick wall with both side cement plaster.
- 3. DOORS: All main door frames shall be of 100/62 mm. and all Internal door frames including Kitchen door frame shall be of 75/62 mm. with one coat of synthetic enamel finish over one coat of wood primer. All door shutters shall be 32mm. thick flash type doors. Balcony doors will be fitted with one side (outside) commercial waterproof ply. All fittings such as M.S. Hinges, Haj Block Lock with handle, Aluminium tower bolt shall be provided to main door. Bathroom doors and frames will be of P.V.C.
- 4. WINDOWS: All windows shall be of Aluminium channel windows In M.S. Section Integrated Grill, galvanized peg stay and handless with two coats of synthetic enamel paint finish over a coat of red oxide paint.
- FLOORING: Floors of all the rooms, kitchens, toilets, lobbies and verandahs/balconies will be finished with standard quality floor tiles (2'X2'), skirting

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will be 100mm. high. Walls of the toilets shall have 1800mm. high glazed tiles on all the sides. Kitchens shall have 750mm. high glazed tiles from the top of the 48"X18" black stone cooking table along with a stainless steel sink.

- INTERNAL WALL FINISH : All internal walls and ceilings of the rooms, kitchens, toilets, lobbies and verandahs/balconies shall be finished with good quality wall putty.
- EXTERNAL PAINTING: All external walls will be painted with two coats of weather coat paint of standard quality.
- 8. SANITARY & PLUMBING: All internal horizontal soil and waste water pipe line shall be 50mm. & 100mm. dia. pipes with cement joint. All the vertical Soil, vent and waste pipes shall be of 50mm. and 100mm. dia. P.V.C pipes and exposed to walls. All the rain water pipes shall be 100mm. dia. in good quality P.V.C pipes. All the water supply pipe lines shall be exposed to walls. Each toilet will be provided with one no. of white European style commode with cistern, one no. white basin. All bath room fittings such as stop cock, bib cock, pillar cock, shower fittings etc. will be of Nickeling steel.
- 9. ELECTRIFICATION: All the internal wiring shall be concealed in P.V.C conduit, all wires shall be of Havels/Finolex made copper wire. All switch boards will be M.S. flush with walls with Acrylic cover. All switches will be of good quality I.S.I mark. Each Bed Room shall be provided 3 Nos. Light Point + 1 No. Fan Point + 1 No. A.C. Point + 2 No. 5 Amp. Plug Point; each Kitchen shall be provided 1 No. Light Point + 1 No. Exhaust Fan Point + 1 No. A.C. Point + 2 No. 5 Amp. Plug Point + 1 No. Aqua Guard Point + 1 No. Mixy/Micro Oven Point; each Toilet shall be provided 1 No. Light Point + 1 No. Exhaust Fan Point + 1 No. Geyser Point; each Drawing/Dining space shall be provided 3 Nos. Light Point + 2 Nos. Fan Point + 1 No. Calling Bell Point + 2 No. 5 Amp. Plug Point, Each Verandah/Balcony shall be provided 1 No. Light Point; Light Points at the each Stair Landing. Separate Meter for the Pump, Staircase, Rooftop and Main Gate.
 - LIFT: A Five passenger capacity lift will be provided.
 - 11. WATER SUPPLY: Each Flat will be provided water supply line from the overhead Water tank, which shall be filled up by the water pump from the semi-underground water reservoir.

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12. GENERAL: All the internal approach roads/passages shall be of cement concrete (jhama). 125mm. thick brick boundary wall upto the height of 4 ft. with both side cement plaster and paint. One Main Gate will be provided. Each Flat shall have separate Electric Meter and the cost of that Meter shall be borne by the Flat Owners. Cost of Main Electric Meter connection will be proportionately borne by the Purchasers and the present Land Owners herein.

-:: SCHEDULE "A" ::(SCHEDULE OF THE PROPERTY ABOVE REFERRED TO)

ALL THAT piece and parcel of bastu land measuring an area of more or less 16 Cottahs 07 Chittaks 40 Sq.ft., TOGETHER WITH a Two storied residential building, having total covered area of more or less 2000 Sq.ft. (Ground Floor = 1000 Sq.ft. and First Floor = 1000 Sq.ft.) with cemented floor finished now standing thereon, lying and situated at Mouza - Purba Putiary, J.L. No. - 43, Touzi No. - 18, comprised in R.S. Khatian Nos. - 230 & 568, under L.R. Khatian Nos. - 1544, 1545, 1547, 1548, 1549, 1571, 1572, 1573, 1574, 1575, 1576, 1578, 1579, 1580, 2149, 2150, 2151, 2233 & 2234, appertaining to R.S. & L.R. Dag Nos. - 262 & 265, under Police Station - Regent Park, within the limits of the K.M.C Ward No. - 114, vide KMC Assessee No. - 31-114-25-0088-0, being Premises No. - 88, Thakur Para Road, Kolkata - 700093, District - South 24 Parganas, under the jurisdiction of A.D.S.R. Alipore, TOGETHER WITH all easement rights and appurtenances thereto of the said property, and the same is butted and bounded as follows:-

On the North

: By 15'-0" wide K.M.C Road

On the South

; By Pre. No. 90, Thakur Para Road

& Pre. No. 213, Thakur Para Road.

On the East

: By Pre. No. 86, Thakur Para Road

& Pre. No. 87, Thakur Para Road.

On the West

: By Pre. No. 89, Thakur Para Road,

Pre. No. 92, Thakur Para Road & Pre. No. 205, Thakur Para Road.

-:: SCHEDULE "B" ::-(LAND OWNER'S ALLOCATION)

The Land Owners herein shall jointly get the 4 (Four) Nos. of Car Parking Spaces and

13 (Thirteen) Nos. of Flats at the proposed multistoried building TOGETHERE WITH

undivided, un-demarcated, impartible, proportionate share and/or interest of the vacant land

and the land underneath the building along with all easement rights, liberties and privileges

and with all common amenities and facilities whatsoever of the said proposed building of the

said property as mentioned in the Schedule "A" as the following manners:-

- (c) Four Nos. of Car Parking Spaces from the Western side of the Middle Block of the Ground Floor having area of 120 Sq.ft. each.
- (d) Thirteen Nos. of Flats as the following manners :-
 - At the Ground Floor One No. of Flat being Flat No. GB, having built-up area of \u00e4
 more or less 400 Sq.ft.;
 - At the First Floor Two Nos. of Flats being Flat No. 1E & 1G, each having built-up area of more or less 650 Sq.ft;
 - At the Second Floor Four Nos. of Flats being Flat No. 2A, 2B, 2E & 2G, each having built-up area of more or less 650 Sq.ft. and One No. of Flat being Flat No. 2F having built-up area of more or less 750 Sq.ft.;
 - At the Third Floor Two Nos. of Flats being Flat No. 3E & 3G, each having builtup area of more or less 650 Sq.ft.;
 - At the Fourth Floor Two Nos. of Flats being Flat No. 4E & 4G, each having builtup area of more or less 650 Sq.ft. and One No. of Flat being Flat No. 4F having built-up area of more or less 750 Sq.ft.

The Developer shall also pay a sum of Rs.10,001/- [Rupees Ten Thousand and One]
Only towards non-refundable amount to the Land Owners herein.

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-:: SCHEDULE "C" ::-(DEVELOPER'S ALLOCATION)

The Developer shall get the remaining Flats on the Different Floors and the remaining Car Parking Spaces/Commercial Space/Office Space/Godown Space on the Ground Floor of the proposed multistoried building save and excepts the Owner's Allocation TOGETHERE WITH undivided, un-demarcated, impartible, proportionate share and/or interest of the vacant land and the land underneath the building along with all easement rights, liberties and privileges and with all common amenities and facilities whatsoever of the said proposed building of the said property as mentioned in the Schedule "A.

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

WITNESSES:

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2) Annel Charley Rayla Neolig

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Advocate, Computerized Print by Albert Charles Animesh Chakraperty Dipika saha Problem Kurpi Swastika Sen Dipika gakta Wong Kumare N-29 Moushume sengupta. Moushume sengupta. Malawi Pay Neo Sr. Montroy Neo Sr. Montroy Sengupta

SIGNATURE OF THE LAND OWNERS

Proprietor

SIGNATURE OF THE DEVELOPER

-:: MEMO OF THE CONSIDERATION ::-

RECEIVED a sum of Rs.10,001/- (Rupees Ten Thousand and One) Only by the Land Owners herein in terms of this agreement in presence of the following witnesses and in the following manners:-

By way of Cash

Rs. 10,001/-

Total = Rs10,001/-

(Rupees Ten Thousand and One Only)

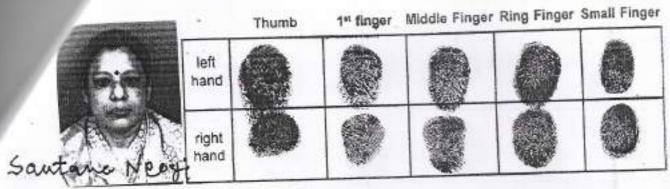
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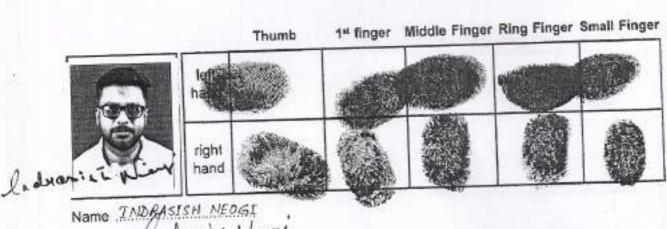
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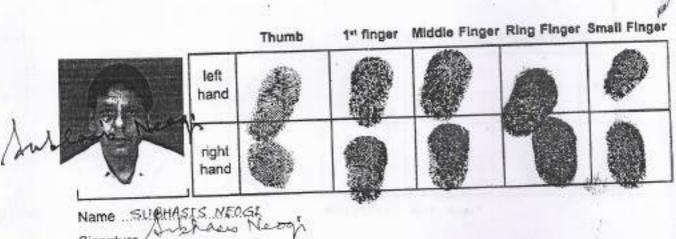
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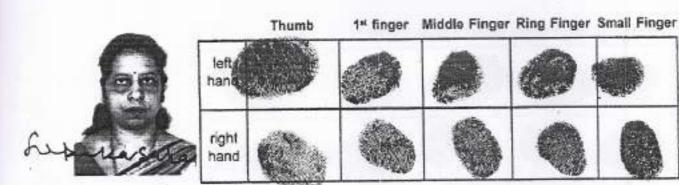
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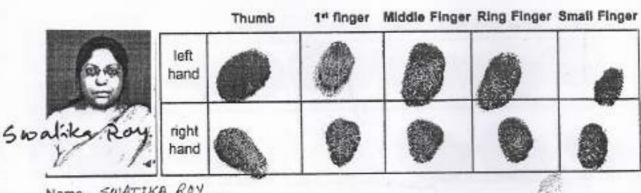
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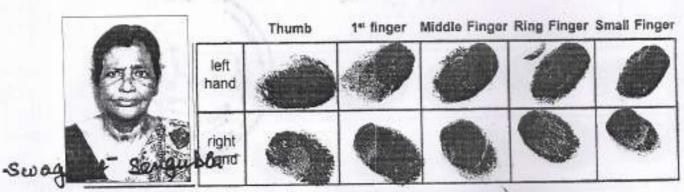
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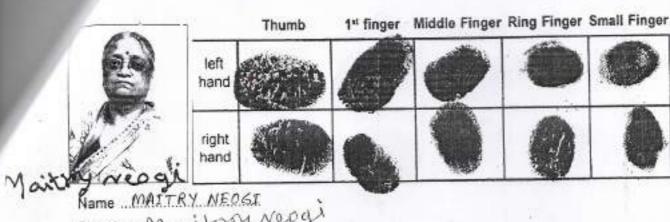




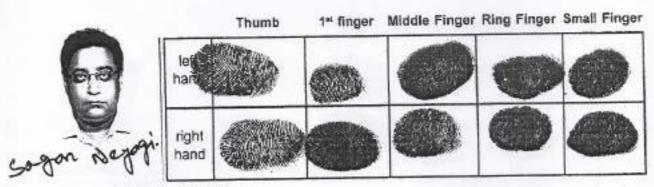
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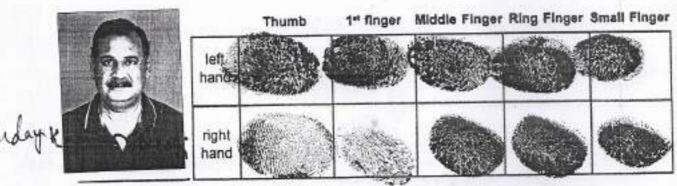
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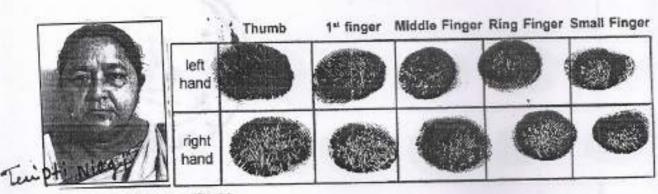
Signature M. Wilry Neogi



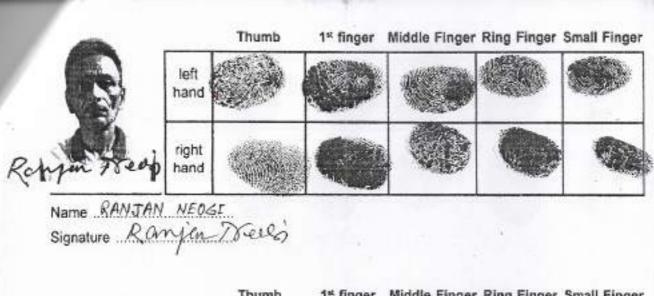
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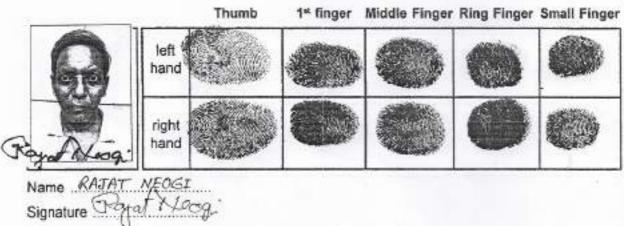


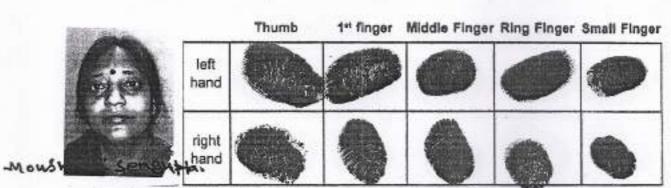
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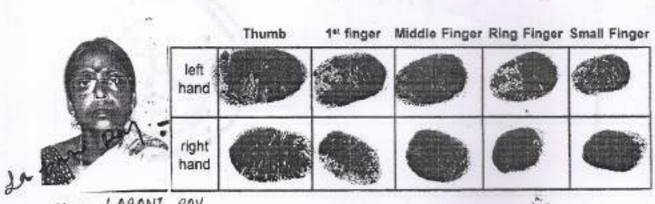
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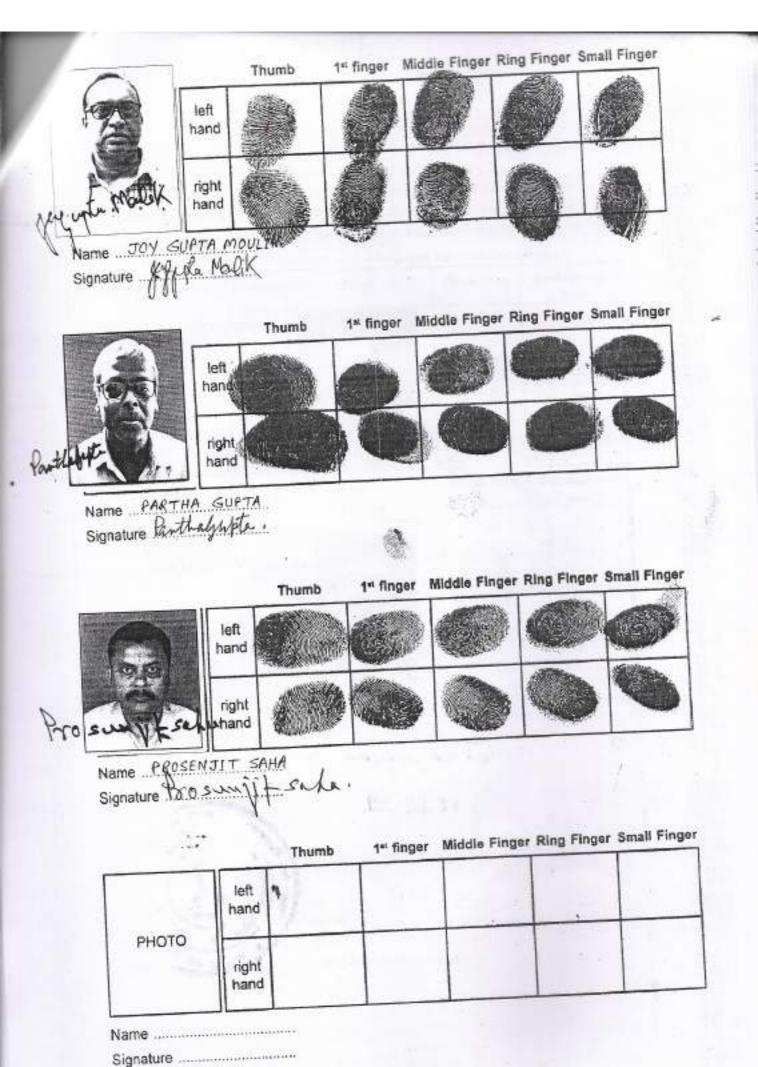




Name MOUSHUMI SENGUPTA
Signature MOUShumi SENGUPTA.



Name LABANI ROY Signature Labani Pag





Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS, District Name: South 24-Parganas
Signature / LTI Sheet of Query No/Year 16012001950810/2022

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	Mrs SANTANA NEOGI 72B/2FL, ASHUTOSH MUKHERJEE ROAD, City:-, P.O:- BHAWANIPORE, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:-700025	Land Lord			Santana Neogi 12.7.28
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with
2	Mr INDRASISH NEOGI 728, ASHUTOSH MUKHERJEE ROAD, City:-, P.O:- BHAWANIPORE, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:-700025	Land Lord			Lecturist Hum

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
3	Mr SUBHASIS NEOGI 728, ASHUTOSH MUKHERJEE ROAD, City:-, P.O:- BHWANIPORE, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700025	Land Lord			Auteni Newyi
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mrs SWASTIKA SEN 138A, HARISH MUKHERJEE ROAD, City:-, P.O:- BHWANIPORE, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700025	Land Lord			Swootile ser- 12/7/22
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
5	Mrs DIPIKA GUPTA 16, PARASAR ROAD, City:-, P.O:- SARAT BOSE ROAD, P.S:-Gariahat, District:-South 24- Parganas, West Bengal, India, PIN:- 700029	Land Lord			Dipikagulaha 12.7.22

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

SI	Name of the Executant	TO THE OWNER OF THE PARTY OF TH	Photo	on at Private Reside Finger Print	Signature with date
6	Mrs LIPIKA SAHA 394B, JODHPUR PARK, City:-, P.O:- JADAVPUR, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700068	Land Lord			Signature with
SI No.	Name of the Executant	Category	Photo	Finger Print	date
7	Mrs SWATIKA ROY 20, ANTOSHPUR ROAD, City:-, P.O:- SANTOSHPUR, P.S:- Purbs Jadabpur, District-South 24- Parganas, West Bengal, India, PIN:- 700076		Page 1	Finger Print	Signature with
S N	Name of the Executan	t Category		Finger Philit	date
1	Mrs SWAGATA SENGUPTA MADHYAPARA, City:- P.O:- PURBAPUTIARY P.S:-Regent Park, District:-South 24- Parganas, West Benga	1			Swagele Sengut

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

SI No.	Name of the Executant	Category	Finger Print	Signature with date
9	Mrs MAITRY NEOGI E41/1, RAMGARH, City:-, P.O:- NAKTALA, P.S:-Patuli, District:- South 24-Parganas, West Bengal, India, PIN:-700047	Land Lord		Makfrey Neogi.
SI No.	Name of the Executant	Category	Finger Print	Signature with date
10	Mr SAGAR NEYOGI E/41/1, RAMGARH, City:-, P.O:- NAKTALA, P.S:-Patuli, District:- South 24-Parganas, West Bengal, India, PIN:- 700047	Land Lord		Sagar Dayor
SI No.	Name of the Executant	Category	Finger Print	Signature with date
11	Mr UDAY KUMAR NEOGL MADHYAPARA, City:- , P.O:- PURBAPUTIARY, P.S:- Regent Park, District:- South 24-Parganas, West Bengal, India, PIN:- 700093	Land Lord		udorf Kumar Neos; 12.07.2022
SI No.		Category	Photo Finger Print	Signature with date
12	Mrs TRIPTI NIOGI 50B, PURBAPUTIARY DAKHIN PARA, City:-, P.O:- PURBAPUTIARY, P.S:-Regent Park, District:-South 24- Parganas, West Bengal India, PIN:- 700093			Triphi viogi

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

SI Na.	Name of the Executant	Category	APA .	Finger Print	Signature with date
13	Mr RANJAN NEOGI 111, LAHA BAGAN, City:-, P.O:- PANIHATI, P.S:-Khardaha, District:- North 24-Parganas, West Bengal, India, PIN:- 700114	Land Lord			Rompon Mers
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
14	Mr RAJAT NEOGI 111, LAHA BAGAN, City:-, P.O:- PANIHATI, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700114	Land Lord	0		Fayof Nevs
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
15	Mrs MOUSHUMI SENGUPTA 26E, RAIPUR MONDAL PARA ROAD, City:-, P.O:- NAKTALA, P.S:- Patuli, District:-South 24- Parganas, West Bengal, India, PIN:- 700047	Land Lord			Moushumi Sengulptor. 12/7/122
SI No.	Committee of the Commit	Category	Photo	Finger Print	Signature with date
16	Mrs LABANI ROY MADHYAPARA, City:-, P.O:- PURBAPUTIARY, P.S:-Regent Park, District:-South 24- Parganas, West Bengal, India, PIN:- 700093				Lobert Ay 12/7/22

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

SI	Name of the Executant	Category	Imitting the Execution	Finger Print	Signature with date
	Mr JOY GUPTA MOULIK HOUSE NO. 4, 138/508, JHIRAPANI JAGADA, City:-, P.O:- JHIRPANI, P.S:- ROURKELA, District:- Sundargarh, Orissa, India, PIN:-769042	Land Lord			89 p. 12, No. 18 12 12 12 12 12 12 12 12 12 12 12 12 12
SI	Name of the Executan	Category	2	Finger Pri	nt Signature with date
18	THE PROPERTY OF THE PARTY OF TH				Lint Signature with
S	Name of the Executa	nt Category	Photo	Finger P	rint Signature with
1	9 Mr PROSENJIT SAHA 109, SAHAPARA ROA City:-, P.O:- PURBAPUTIARY, P.S. Regent Park, District: South 24-Parganas, West Bengal, India, PIN:-700093	Developer	(a)		Pros my 1-20
- 1	SI Name and Address No. of identifier	1.0000	tifler of	Photo Fin	ger Print Signature with date
	1 Mr BISWAJIT GHOSH Son of Late SUBAL CHANDRA GHOSH 68, BISHNUPALLY, City:-, P.O:- PURBAPUTIARY, P.S:-Regent Park, District:-South 24- Parganas, West Bengal, India, PIN:- 700093	GUPTA, Mrs L SWATIKA RO SENGUPTA, I NEOGI, Mr S/ UDAY KUMAI TRIPTI NIOG NEOGI, Mr R MOUSHUMI	EOGI, Mrs EOGI, Mrs EN, Mrs DIPIKA IPIKA SAHA, Mrs Y, Mrs SWAGATA		Berijsh Shark

(Tabis Ansari)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS

South 24-Parganas, West Bengal