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Certified that the document is admitted to
registration. The signature sheet and
the endorsement sheet is attached with the
document as the part of this document.

Distt. Sub-Registrar
Alipore, South 24-parganas

11 JUN 2024

DEVELOPMENT AGREEMENT

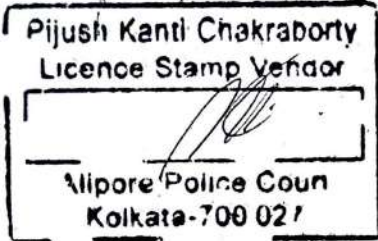
THIS DEVELOPMENT AGREEMENT is made on this the 11th day of
June 2024 (Two Thousand Twenty Four)

BETWEEN

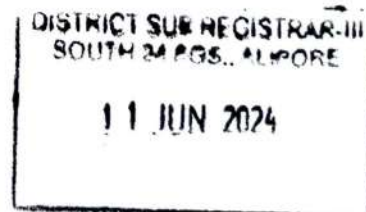
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09 MAY 2024

NO
Name..... Souvik DAS.
Address Advocate
Alipore Judges Court
Kol-27



Identified by me:
Souvik Das
Advocate
Alipore Judges' Court
Kolkata-700027
Son of Late Sunil Kumar Das



SRI SUDIPTA SARKAR, (PAN: HDXPS0508G), (AADHAAR No. 9642 4537 7531), (Mobile No. 9874138816), son of Late Sunit Kumar Sarkar, by faith Hindu, by Occupation: Business, by religion : Hindu, residing at 17/3/1, Chandar Village Road, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas hereinafter referred to as the "**OWNER**" (which expression shall excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, representatives and assigns) of the **FIRST PART**.

AND-

CALCUTTA COTTAGE CONSTRUCTION COMPANY, having its office at 44/122, Raja Ram Mohan Roy Road, (Metro Park), Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas represented by its Sole Proprietor, **MR. PANNALAL CHAKRABORTY**, (PAN: AEIPC4787N), (AADHAAR No. 6199 1873 0772), (Mobile No. 9903099481), son of Late Makhanlal Chakraborty, by faith Hindu, by occupation: Business, by nationality: Indian, residing at 115/1, Karunamoyee Ghat Road, Post Office & Police Station - Haridevpur, Kolkata -700082, District: South 24-Parganas, hereinafter called and referred to as **DEVELOPER** (which term or expression shall unless exclude by or repugnant to be deemed to mean and include all his successors-in-office, executors, administrator-in-office, assigns and legal representatives) of the **SECOND PART**.

WHEREAS one Sobharani Sarkar, wife of Late Ramjiban Sarkar had purchased a plot of land measuring more or less 2 Cotthas 2 Chittaks 4 Sq. Ft. lying and situated at Pargana: Magura, Mouza: Siriti, Touzi No. 8, J.L. No.11, R.S. No. 194, under Khatian No. (old) 178, (new) 734, Dag No. 743, Sub Registry Office at

Alipore, Police Station: Behala, District: 24-Parganas by virtue of a registered Bengali Kobala Deed dated 09.11.1957 registered at the Sub-Registrar, Alipore Sadar and recorded in Book No. I, Volume No. 126, Pages 237 to 240 being Deed No. 8592 for the year 1957.

AND WHEREAS while seize and possessed the said land said Sobharani Sarkar said by virtue of a registered Bengali Deed of Gift dated 06.06.1979 registered at the Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 27, Pages 7 to 9 being Deed No. 1086 for the year 1979 gifted the said land measuring more or less 2 Cotthas 2 Chittaks 4 Sq. Ft. lying and situated at Pargana: Magura, Mouza: Siriti, Touzi No. 8, J.L. No.11, R.S. No. 194, C.S. Khatian No. 178, R.S. Khatian No. 734, Police Station: Behala, Sub Registry Office at Alipore, District: 24-Parganas to her two sons Sunit Kumar Sarkar and Suhrid Kumar Sarkar jointly.

AND WHEREAS thereafter said Suhrid Kumar Sarkar died intestate on 07.05.2008 unmarried leaving behind him his brother Sunit Kumar Sarkar as his sole heirs as his mother predeceased him and the said Sunit Kumar Sarkar inherited the said land measuring more or less 2 Cotthas 2 Chittaks 4 Sq. Ft. lying and situated at Pargana: Magura, Mouza: Siriti, Touzi No. 8, J.L. No.11, R.S. No. 194, C.S. Khatian No. 178, R.S. Khatian No. 734, Dag No. 743, Sub Registry Office at Alipore, Police Station: Behala, District previously 24-Parganas at present South 24-Parganas.

AND WHEREAS thereafter said Sunit Kumar Sarkar being the sole owner mutate his name with the Kolkata Municipal Corporation and constructed a brick built asbestor shed building in the said land and the said property numbered as municipal premises no. 168, Chandar Village (postal premises no. 17/3/1,

Chander Village Road), Kolkata-700082, Assessee No. 411150201670, and enjoying the same by paying taxes regularly.

AND WHEREAS said Sunit Kumar Sarkar during his lifetime had entered into a Development Agreement dated 09.03.2016, registered at the office of Additional District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 1607-2016, Pages 72781 to 72818 being No. 160702060 for the year 2016, for development of a piece and parcel of land measuring more or less 2 Cotthas 2 Chittaks 4 Sq. Ft. situated and lying at Pargana: Magura, Mouza: Siriti, Touzi No. 8, J.L. No.11, R.S. No. 194, C.S. Khatian No. 178, R.S. Khatian No. 734, Dag No. 743, municipal premises no. 168, Chandar Village (postal premises no. 17/3/1, Chander Village Road), Kolkata-700082, at present within the limits of Kolkata Municipal Corporation, Ward No. 115, Assessee No. 411150201670, Police Station: formally Thakurpukur at present Haridevpur, Sub Registry Office at Alipore, District: South 24-Parganas particularly mentioned in the First Schedule written herein below on certain terms and conditions mentioned therein with **M/S HIRA CONSTRUCTION**, a Sole Proprietorship company having its office at 6/3/2, Chander Village Road, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas represented by its Sole Proprietor, **MR. ABHAY RAY**, son of Late Pannalal Ray, by faith Hindu, by occupation: Business, by nationality: Indian, residing at 6/3/2, Chander Village Road, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas and also entered into a Development Power of Attorney dated 12.04.2016 registered at the office of Additional District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 1607-2016, Pages 106236 to 106262 being No. 160703140 for the year 2016.

AND WHEREAS after death of said Sunit Kumar Sarkar on 16.02.2017 said property devolved upon his widow Gita Sarkar and only son Sri Sudipta Sarkar and said Gita Sarkar (during her lifetime) and Sri Sudipta Sarkar have given a General Power of Attorney dated 30.06.2017 (registered on 11.07.2017) registered at the office of Additional District Sub-Registrar, Behala and recorded in Book No. IV, Volume No. 1607-2017, Pages 9429 to 9455 being No. 160700430 for the year 2017 to **M/S HIRA CONSTRUCTION**, a Sole Proprietorship company having its office at 6/3/2, Chander Village Road, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas represented by its Sole Proprietor, **MR. ABHAY RAY**, son of Late Pannalal Ray, by faith Hindu, by occupation: Business, by nationality: Indian, residing at 6/3/2, Chander Village Road, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas to do certain works in respect of First Schedule property as previously execute Development Agreement and Development Power has deemed to be cancelled upon death of said Sunit Kumar Sarkar.

AND WHEREAS after mutated their name by Gita Sarkar and her only son Sri Sudipta Sarkar in respect of the said property said Gita Sarkar died intestate on 07.01.2023 leaving behind her Sri Sudipta Sarkar as Sole Owner of the said land measuring more or less 2 Cotthas 2 Chittaks 4 Sq. Ft. situated and lying at Pargana: Magura, Mouza: Siriti, Touzi No. 8, J.L. No.11, R.S. No. 194, C.S. Khatian No. 178, R.S. Khatian No. 734, Dag No. 743, municipal premises no. 168, Chandar Village (postal premises no. 17/3/1, Chander Village Road), Kolkata-700082, at present within the limits of Kolkata Municipal Corporation, under Ward No. 115, Assessee No. 411150201670, Police Station: formally Thakurpukur at present Haridevpur, Sub Registry Office at Alipore, District:

South 24-Parganas particularly mentioned in the First Schedule written herein below.

AND WHEREAS in course of time said dilapidated asbestos shed structure has been destroyed and said Sri Sudipta Sarkar, the Owner herein and the Developer, Abhay Ray cancelled the said Development Agreement dated 09.03.2016 on 27.02.2024 by a Cancellation of Development Agreement dated 27.02.2024 and also Cancelled/Revoke the said General Power of Attorney dated 30.06.2017 (registered on 11.07.2017) by a Cancellation of General Power of Attorney dated 27.02.2024 registered at the Office of Additional District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 1607-2024, Pages 58473 to 58486 being No. I -160701854 for the year 2024.

AND WHEREAS after such afore stated cancellation the First Part and the Second Part entered into an Development Agreement dated 27.02.2024, registered at the Office of District Sub –Registrar-III, Alipore, South 24-Parganas recorded in Book No. I, Volume No. 1603-2024, Pages 75842 to 75876 being No. I-160303167 for the year 2024 and also given and execute a Development Power of Attorney dated 27.02.2024, registered at the Office of District Sub –Registrar-III, Alipore, South 24-Parganas recorded in Book No. I, Volume No. 1603-2024, Pages 75984 to 76003 being No. I-160303200 for the year 2024.

AND WHEREAS due to subsequent understanding among the First Part and the Second Part regarding new Allocation and other terms said registered Development Agreement dated 27.02.2024, registered at the Office of District Sub –Registrar-III, Alipore, South 24-Parganas recorded in Book No. I, Volume No. 1603-2024, Pages 75842 to 75876 being No. I-160303167 for the year 2024 has been cancelled by the First Part and the Second Part by a Registered

Cancellation of the Development Agreement dated 12.06.2024 registered at the Office of District Sub –Registrar-III, Alipore, South 24-Parganas recorded in Book No. I, Volume No. 1603-2024, being No. I-160309570 for the year 2024 and also cancelled the Registered Development Power of Attorney dated 27.02.2024, registered at the Office of District Sub –Registrar-III, Alipore, South 24-Parganas recorded in Book No. I, Volume No. 1603-2024, Pages 75984 to 76003 being No. I-160303200 for the year 2024 on 12.06.2024 by virtue of a Cancellation of the Registered Development Power of Attorney dated 12.06.2024, registered at the Office of District Sub –Registrar-III, Alipore, South 24-Parganas recorded in Book No. I, Volume No. 1603-2024, being No. ~~N~~1603.0.424..... for the year 2024.

AND WHEREAS now the First Part and the Second Part for the purpose of smooth construction of the building for certain terms and conditions which are as follows:-

NOW THIS AGREEMENT WITNESSETH and it is hereby declared by and between the **PARTIES** as follows:-

ARTICLE-I **DEFINATIONS**

1.01 OWNER: shall means **SRI SUDIPTA SARKAR**, (PAN: HDXPS0508G), (AADHAAR No. 9642 4537 7531), (Mobile No. 9874138816), son of Late Sunit Kumar Sarkar, by faith Hindu, by Occupation: Business, by religion : Hindu, residing at 17/3/1, Chandar Village Road, Post Office & Police Station- Haridevpur, Haridevpur, Kolkata -700082, District: South 24-Parganas hereinafter referred to as the the Party of the **FIRST PART** and shall include his respective heirs and assigns.

1.02 DEVELOPER: shall mean CALCUTTA COTTAGE CONSTRUCTION COMPANY, having its office at 44/122, Raja Ram Mohan Roy Road, (Metro Park), Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas represented by its Sole Proprietor, MR. PANNALAL CHAKRABORTY, son of Late Makhanlal Chakraborty, by faith Hindu, by occupation: Business, by nationality: Indian, residing at 115/1, Karunamoyee Ghat Road, Post Office & Police Station - Haridevpur, Kolkata -700082, District: South 24-Parganas, the Party of the **SECOND PART** and shall include its representatives, heirs and assigns.

1.03 PROPERTY: shall mean piece and parcel of land measuring more or less 2 Cotthas 2 Chittaks 4 Sq. Ft. situated and lying at Pargana: Magura, Mouza: Siriti, Touzi No. 8, J.L. No.11, R.S. No. 194, C.S. Khatian No. 178, R.S. Khatian No. 734, Dag No. 743, municipal premises no. 168, Chandar Village (postal premises no. 17/3/1, Chander Village Road), Kolkata-700082, Post Office & Police Station- Haridevpur, within the limits of Kolkata Municipal Corporation, Ward No. 115, Assessee No. 411150201670, Sub Registry Office at Alipore, District: South 24-Parganas. The said property is more fully described in the **FIRST SCHEDULE** written herein below.

1.04 DEVELOPMENT AGREEMENT: shall mean the instant Agreement made between the Owner and the Developer herein.

1.05 BUILDING shall mean the proposed building consisting of Residential Flats and other structures the parties hereto proposed to erect in or upon the said property as per plan to be sanctioned by the concerned authority of K.M.C.

1.06 BUILDING PLAN: shall means the Plan shall be prepared by the Developer in the names of the owner and duly signed by the owners or their authorized Attorney and sanction to be obtained by the Developer from the Kolkata Municipal Corporation and shall include any alteration, modification, revise in accordance with the Building Rules of the Kolkata Municipal Corporation.

1.07 ARCHITCT: shall means such person/s confirming all Municipal Statutory provisions, rules, regulations and other statutory provisions who shall be appointed by the Developer for designing and planning of the Building also includes supervision during construction of the building, if so appointed by the Developer.

1.08 COMMON FACILITIES: shall include all passages, ways, stair-ways, corridors, lobbies, shafts, rain water pipes, sewerage and drainage pipe lines, underground sewer fittings and fixture, manhole, pits, galleries, roof, terrace, filter water connection and pipes lines, overhead and underground reservoirs, pipes lines, motor pumps, fences and boundary wall, courtyard, C.E.S.C. supply, electric connection and electric supply to the common areas and fittings, fixtures, entire exterior walls, boundary walls, common driveway and other facilities whatsoever required for the establishment of location, enjoyments, provisions, maintenance and management of affairs of the said building in the said property.

1.09 AREA: shall mean and include the Built-up constructed area in the said property.

1.10 THE SUPER COVER AREA OR SUPER BUILT-UP AREA OF AN UNIT: shall means covered area of the unit together with its proportionate

share of the passages with proportionate share in the common facilities and advantages as well as proportionate undivided share or interest in the land underneath the structure.

1.11 OWNER'S ALLOCATION: shall means Owner will get his Owner's Allocation respectively as mentioned in the SECOND SCHEDULE hereunder written and the Developer in the first instance shall handover the Owner's Allocation to the Owner.

1.12 DEVELOPER'S ALLOCATION: shall means beside the above stated Owner's Allocation of the building remaining portion of the building as mentioned in the THIRD SCHEDULE hereunder written.

1.13 ALTERNATIVE ACCOMODATION FOR OWNERS: The Developer shall arrange alternative accommodation for Owners free of cost during the construction period and for that the Developer shall pay the rent from the date of vacating the premises upto the time of handing over the possession of the Owners' Allocation in the First Schedule premises.

1.14 ALTERNATIVE ACCOMODATION FOR THE TENANT: The Developer/Second Party shall take the responsibility for the shifting of the existing tenant and to provide for the alternate arrangement for rehabilitation of the tenant till re-possession in the ground floor, back side out of Developer's Allocation in the new proposed building as per terms of Tripartite Agreement subsequently which is to be executed by and between Owners, Developer and Tenant without any liability/responsibility of the Owners whatsoever.

1.15 TRANSFEROR: shall means the Owner as well as Developer in respect of their respective shares.

1.16 TRANSFEREE: shall mean the person, Firm, Company, Association of persons or Co-Operative Society the whom any Flat/Unit in the Building is intended to be transferred by the **OWNER** and the **DEVELOPER**.

ARTICLE-II **TITLE AND DECLARATION**

2.01 The First Party/owner hereby declare that they have good and absolute right, title and interest to the said property without any claim or any right, title or interest of any person/s claiming through or under him.

2.02 The Owner hereby undertake and assure that the Developer shall be entitled to construct and complete the Building as per sanctioned plan as agreed between the Parties hereto and after handing over the Owner's Allocation deal with the Developer's Allocation therein without any interferences from the Owner or any one of them or any other person claiming through and under them or in trust for them.

ARTICLE-III **ALLOCATION OF SHARE IN THE CONSTRUCTED BUILDING**

3.01 The Owner hereby declare that out of entire Building as per Sanction Plan of the proposed Building the Owner shall be entitled the Owner's Allocation as described in the **SECOND SCHEDULE** hereunder written including common rights of all common spaces, passages and areas, facilities, amenities, roof, staircase and landing along with proportionate share upon

the land of the said premises as described in the FIRST SCHEDULE hereunder written.

ARTICLE-IV **COMMENCEMENT OF WORK**

4.01 The Developer will start its work as part of the construction of the Building within One month from the date of sanction building plan.

ARTICLE-V **TIME OF COMPLETION**

5.01 The Developer will complete the construction of proposed building and will deliver the peaceful physical possession of the Owner's Allocation to the Owner within 24 months from the date of obtaining of Sanctioned Plan or vacating the premises by the owner whichever is later.

ARTICLE-VI **DEVELOPER'S RIGHT**

6.01 The Owner hereby grant right to the Developer to construct, erect and built multi-storied Building in the said premises in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation with or any amendments and/or modifications thereto made or caused to be made by the Developer subject to the sanction obtained from the appropriate authority.

6.02 All application/Plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction or modification of the Plan from the appropriate authorities shall be prepared by the Developer at his own costs and expenses and the Developer required

to be paid or deposited for the Developer shall be exclusively entitled to all refunds of any or all payments and/or deposit made by the Developer.

ARTICLE-VII **CONSIDERATION**

7.01 The Owner's Allocation at the cost of the Developer will be treated as consideration to be given to the Owner against which the Owner will transfer the undivided proportionate share /interest of land in the said premises attributable to the Developer's Allocation.

7.02 The Owner's Allocation shall be constructed, erect and complete with good durable and standard materials as Specification as mentioned in the ARTICLE-XI hereunder written.

7.03 The Owner shall not be liable to any or contribute nor the Developer shall entitled to call upon the Owners to pay or contribute any amount or any liabilities in respect of proposed construction of Multi Storied Building upon the premises of the Land Owners herein.

ARTICLE-VIII **COMMON EXPENSES**

8.01 The expenses and cost maintaining the common parts of the building which will be borne or paid proportionately by the flat/occupiers more fully and particularly described in the FOURTH SCHEDULE hereunder written after giving possession of the Flats.

ARTICLE-IX **POSSESSION AND CONSTRUCTION**

9.01 It has been agreed by and between the Owners and the Developer to construct, erect and complete the said Building in the said premises.

9.02 The Developer shall be entitled to commence development and construction of the new Building as per the sanctioned Plan and complete the same within 24 months from the date of obtaining Sanctioned Plan from the authority of Kolkata Municipal Corporation or receiving vacant possession of building from the owners whichever is later.

ARTICLE-X

COMMON RESTRICTION

The Owner's Allocation in the entire completed Building shall be subject to the same restrictions on transfer and use as are applicable to the Developer's Allocation in the Building intended for the common benefits of all occupiers of the entire completed Building which shall include the following:-

10.01 The Owner and the Developer or its nominee shall not use or permit to use his respective allocation in the Building or any portion thereof for carrying on any obnoxious and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, hazardous to the other occupiers of the new Building.

10.02 No Party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration or any portion thereof or make any structural alteration therein without the previous consent of the other.

10.03 Both the parties shall abide by all law, bye-laws, rules and regulations of the Government, Local Bodied as the case may be and shall attend to answer and be responsible for any deviation, violation, and/or beach of any of the said laws, bye-laws, rules and regulations.

10.04 The respective Allottees shall keep the interior and exterior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceilings etc. in each of their respective allocation of the Building in good working condition and repair and in particular so as not to cause any damage to the Building or any other spaces or accommodation therein and shall keep other occupier of the Building indemnified from and against the consequences of breach.

10.05 No goods or other items shall be kept both the parties and no hindrance shall be caused in any manner in the free movement in the stairways, driveways and other places of common use in the new Building.

10.06 No party shall throw or accumulate any dirty, rubbish waste or refuse or permit the same to be thrown or accumulate in or around the Building or in the compounds. Corridors or any portion of the Building.

ARTICLE-XI **SPECIFICATION**

The construction works of the proposed building will be done as follows:-

1. R.C.C. WORKS :

For Column, Beams, Slab etc. as per Re-enforcement, Drawing, Concrete with Stone Chips Gravies, Medium Course of sand, Steel Cement ISI Mark.

2. PLASTER WORK :

All wall Plaster (Inside or Outside) and Ceiling Plaster would be with Cement/sand. Internal Walls be finished with Plaster of Paris/Putty.

3. **FLOOR WORK :**

Full Tiles Flooring with 4" Skirting Height.

4. **DOOR :**

All door frames shall be made of good quality wood with all Water proof Flush Doors will be provided.

5. **WINDOWS :**

Aluminum Sliding Window with glass fitting with other necessary fittings will be provided.

6. **WALL :**

All external walls shall be of 200 mm thick Brick/Block Wall with Cement Plaster. Internal Partition Wall shall be 75 mm thick Brick/Block Wall with both sides Cement Plaster.

7. **STAIRCASE :**

Stairs will be Marble with Standard materials.

8. **WATER SUPPLY :**

Each flat shall be provided with water supply lines from overhead water tank and the said overhead tank shall be filled up by plumping water storage tank (concrete) at ground level. The ground level water storage tank shall be filled by K.M.C. supply.

9. **SANITARY & PLUMBING :**

i) Septic Tank would be as per K.M.C. Specification. All Soil Piles would be of P.V.C, properly fixed with the Wall and connected with the Septic Tank.

ii) **BATHROOM :**

Indian and English Type all would be Open with Cistern.

All Porcelain material would be of Standard make (I.S.I.) and White Colour, 2 No. Bib-Cock and 1 No. Shower Connection would be provided. Toilet Marble finished and Wall upto 6'-0" Glazed Tiles.

iii) **KITCHEN:**

Cooking platform made by Black Stone and the adjacent wall upto 3'Ft. Glazed Tiles and one Tap Water Pipe Line on the Sink.

10 **ELECTRICITY:**

i) **COMMON POINTS :**

Common Points for Main Gate, passage surrounding the Building, Pump Room, Stair, Gate, Landing, Terrace (Copper wire with fittings).

ii) **BED ROOM :**

Light Points, Fan Points, Power Points at Board (15 Amp.), (Copper wire with fittings). All Switches and Board is of standard quality.

iii) **DRAWING -DINING :**

Light Points, Fan Points, Power Points (1.5 Amp.) at Board(1.5Amp). Power Point (15 Amp.) each for Television and Fridge (Copper wire with fittings).

iv) **BATH ROOM :**

Light Point, Exhaust fan Point (Copper Wire with fittings), Plug Point and One Geezer Point.

v) **KITCHEN :**

Light Point, Power Point (15 Amp.) at Board, Exhaust Fan Point/Chimni Point, Micro Oven Point.

vi) **BALCONY :**

Light Point (Copper wire with fittings), Plug Point.

vii) **LEFT OVER :**

Light Point (Copper wire with fittings),

viii) **ENTRANCE OF THE FLAT :**

One Door Bell Point.

11. **PAINTING :**

Exterior Portion of the Building would be finished with Snow-Cem/Weather Paint and interior portion of the flat will be finished with Putty.

12. **GENERAL :**

All the internal approach Roads/Passages shall be of cement concreted (Jhama) and on edge of 75 mm brick point, brick boundary wall upto a height of 5'-0" with plaster.

Each flat shall have separate C.E.S.C. Meter and the cost of the same will be borne by all the Flat Owners individually. Any addition and alteration in the flat shall be subject to approval of the Architect/Engineer and the requisite cost shall be borne by the Owners and/or Purchasers in advance.

Maintenance of the flats and building at proportionate cost will be managed by the flat owners. Extra cost is to be paid in advance to the Developer.

ARTICLE-XII OWNERS' OBLIGATIONS

12.01 The Developer shall be entitled to construct and complete the new building in accordance to the sanction of the building plan without any interference or hindrance from the Owners.

12.02 During the continuance of this Agreement, the Owners will not let-out, grant lease and/or create any charge in respect of the premises or any portion thereof without the consent in writing of the Developer.

12.03 The Owner will execute all Deeds of Conveyance for the conveying the undivided proportionate share of land relating to the Developer's Allocation to the Developer on its nominee.

12.04 The Owner will execute and registered a Development Power of Attorney in favour of **MR. PANNALAL CHAKRABORTY**, son of Late Makhanlal Chakraborty, Sole Proprietor of **CALCUTTA COTTAGE CONSTRUCTION COMPANY**, having its Office at 44/122, Raja Ram

Mohan Roy Road (Metro Park), Post Office: Haridevpur Kolkata-700082, Police Station: formally Thakurpukur at present Haridevpur, District: South 24 Parganas, authorizing him inter alia to enter into agreement sale, sell and transfer the undivided proportionate share/interest of land in the premises attributable to the Developer's Allocation and receive consideration therefore at its discretion, execute Deed of Conveyance in respect of the Developer's Allocation to any intending buyers and present the same before the competent Registration Authority, to be a true and lawful ATTORNEY in the name and on behalf of the Principals for the purpose of development of the "said premises" on the terms and conditions mentioned therein.

- 12.05 The Owner, if required, will execute Agreement for Sale in respect of sale of undivided proportionate share of land pertaining to the Developer's Allocation and present the same before the Registration authority in respect of flats and other spaces pertaining to the Developer's Allocation for registering at the cost of the Developer and/or his nominee.
- 12.06 The Owner with execution of this Agreement will hand over available all original documents, title deeds relating to the said premises to the Developer against accountable receipt but the Owners shall produce the Original Deeds and Documents in respect of the property if so required by the Developer in connection to the said project.
- 12.07 The Owner will extend all reasonable co-operation to the Developer for effecting construction of the new Building.

ARTICLE-XIII

DEVELOPER'S OBLIGATION

- 13.01 The Developer hereby agree and covenants with the First Party to start the construction of the building in accordance with the Sanctioned Plan and shall complete the entire construction work and will hand over the possession of Owners' Allocation in the first instance to the Owners within 24 months from the date of sanction of Building Plan with 3 months grace period.
- 13.02 The Developer hereby agrees and covenants with the Owners not to sell, transfer and/or assign the benefits of this Agreement or any portion thereof without the previous consent in writing of the Owners.
- 13.03 The Developer hereby agrees and covenants with the Owners not to violate or covenant any of the statutory provisions or rules or regulations or notifications, application for construction of the said Building and hereby agrees and undertakes to hold the Owner indemnified against all acts contravention and deviations of the Developer.
- 13.04 The Developer hereby agree and covenants with the Owners not to do any act, deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any of the Owners' Allocation in the Building at the said premises.
- 13.05 Generally construction of the building shall be completed within the period as above provided on enforcement of any new legislation or introduction of new circular or substantial cause, time may be extended.
- 13.06 The Developer will provide a shifting to the Owner and for that purpose he will pay an amount @ Rs.3500/- per month to the Owner as shifting

charge from the date of handing over possession of the FIRST SCHEDULE property by the Owner till the date of handing over possession of the Owner allocation in the newly constructed building.

ARTICLE-XIV **OWNER'S INDEMNITY**

14.01 The Owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy their allocated space without any interference and/or disturbances provided the Developer perform and fulfill all the terms, conditions and obligations herein contained and/or on their part to be observed and performed.

ARTICLE-XV **DEVELOPER'S INDEMNITY**

15.01 The Developer hereby undertakes to complete the construction at his own cost and to keep the Owners indemnified against all third party claims and actions out of any sort of act or commission or omission of the Developer in or relation the construction of the said building.

15.02 If during the course of construction, any person or adjacent neighbours shall take action in respect of the construction of the said Building, then in that event, the Developer shall be liable at his own costs for defending such action or proceeding and shall also be liable to pay the costs which may become payable in respect of such proceedings and for the aforesaid purpose, the Developer hereby agree to indemnify and keep the Owners indemnified at all times against all suits, actions, proceedings, costs, charges and expenses in respect thereof, but the Land Owners will co-

operate with the Developer in all respect by signing all documents and also shall produce all original title deeds and documents in respect of their properties as and when so required.

ARTICLE-XVI **MISCELLANEOUS**

- 16.01 The Owner and Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as Partnership between the Developer and the Owner and the Parties hereto shall not constitute as an Association of the persons.
- 16.02 Any notice required to be given by the Developer shall without prejudice to any other mode or service available be deemed to have been served on the Owners if delivered by hand and duly acknowledge or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post to the registered office of the Developer at his recorded address.
- 16.03 The Developer and the Owner shall mutually framed a scheme under the existing statutory rules, regulations and customs for the management and administration of the said Building and/or common parts thereof. The Owner and the Developer hereby agree to abide by all the rules and regulations of such management/society /association /holding /organization and hereby give their consent to abide by the same.

16.04 Both the parties hereby agreed that if the Project is not completed within the stipulated period of 24 months due to any unforeseen reasons in that event Owner shall extend a further period of 3 (three) months.

16.05 Nothing in this present shall be construed as a demise or assignment or conveyance in law by the owners of the said premises or any part thereof to the developer or in creating any right, title or interest in respect thereof to the developer save and except to commercially expose the same in terms hereof by constructing the building on the said premises and to deal with the developers allocation in the building in the manner herein stated without creating any liability, financial or otherwise whatsoever upon the owners.

ARTICLE-XVII **FORCE MAJURE CLAUSE**

17.01 The parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligation prevented by the existence of force majeure to flood, earth-quake, pandemic, epidemic, riot, war, water tempest, civil commotion, strike lockout or any other acts beyond the control and shall be suspended from the obligation during duration of the force majeure.

ARTICLE-XVIII **JURISDICTION**

18.01 Only the Court within the Ordinary Original Civil Jurisdiction have jurisdiction to try, entertain and determine all proceedings arising out of this Agreement and/or Development Agreement will be at the South 24-Parganas Local Court.

THE FIRST SCHEDULE ABOVE REFERRED TO
(entire land)

ALL THAT piece and parcel of Bastu land measuring more or less 2 Cotthas 2 Chittaks 4 Sq. Ft. situated and lying at Pargana: Magura, Mouza: Siriti, Touzi No. 8, J.L. No.11, R.S. No. 194, C.S. Khatian No. 178, R.S. Khatian No. 734, Dag No. 743, municipal premises no. 168, Chandar Village (postal premises no. 17/3/1, Chander Village Road), Kolkata-700082, Post Office & Police Station- Haridevpur, Kolkata -700082, within the limits of Kolkata Municipal Corporation, under Ward No. 115, Assessee No. 411150201670, Sub Registry Office at Alipore, District: South 24-Parganas. The said property is butted and bounded as follows:-

On the North by : 18 Ft. wide K.M.C. Road,

On the South by : Residence of other,

On the East by : 12 Ft. wide K.M.C. Road,

On the West by : Other's land.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Owner's allocation)

The Owners shall get entire Top Floor as per KMC sanction Plan (subject to final sanction of the Kolkata Municipal Corporation) in the newly constructed Building as "Owner's Allocation" together with proportionate share of land attributable with common area, facilities and amenities thereto of the said Building and an non-refundable amount of Rs.11,50,000/- (Rupees Eleven Lakh Fifty Thousand) only out of which Rs.5,00,000/- has been paid at the time of execution and registration of the previous Development Agreement dated 27.02.2024 and rest amount i.e., Rs.6,50,000/- will be paid at the time of handing over possession of the Owner's Allocation.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Developer's Allocation)

The Developer shall get remaining portion of the new multistoried building as "Developer' Allocation" except "Owner's Allocation" together with proportionate share of land attributable with common area, facilities and amenities thereto of the said Building, which shall be ultimately conveyed by the Owners to the Developer's nominated person or persons or intending buyers.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Areas & Facilities)

1. Land on which the said building is located all easements, rights and appurtenant belonging to the said land and the building.
2. Staircase of all the floors and ultimate roof/ terrace of the building.

3. Staircase Landing of all floors.
4. Common passage and lobby on the ground floor excepting the Parking space area, if any.
5. Water Pump, Water Tank, Pipes and other common Plumbing installations.
6. Electric Space/ Rooms, Main Meters, Main Line fittings (excluding those are installed for any particular Unit/Flat).
7. Water and sewerage evacuation pipes from the Flats/ Units to drains and sewers common to the said premises.
8. Drainage and sewers and from the said building to the Municipal Drainage.
9. Pump Room/Space.
10. Boundary walls and Main Gate.
11. Such other common parts.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses to be borne proportionately with other Co-Owners including the Owners in the Multi Storied Building)

1. MAINTENANCE:

All expenses for clearing, sweeping, maintaining white washing, painting, repairing and replacing including the sanitary and plumbing.

2. OPERATION:

All expenses for running and operating all machineries, equipment and installation in common parts including water pump with motor and lighting the common areas generator if any, including the cost of repairing.

3. INSURANCE:

Insurance premium against fire, riot, strike, malicious damage, earthquake etc. risk covering the said flat and the said building.

4. MUNICIPAL LAND REVENUE AND OTHER TAXES:

Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.

5. STAFF:

The salaries of all other expenses for the staff employee or to be employed for common purpose including their Bonus, if any and other emoluments benefits.

6. FLAT OWNERS ASSOCIATION:

Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.

7. RESERVE:

Creating of fund for replacement, renovation and/or periodic expenses.

8. OTHER:

All other expanses and /or outgoing including litigation expenses as may be incurred by the Builder.

IN WITNESS WHEREOF the Parties hereto set and subscribe their respective hands and seals on the day, month and year herein above written voluntarily willfully and after going through the contents herein understanding the meaning of the same and realizing the result thereof.

SIGNED, SEALED & DELIVERED at
KOLKATA, IN THE PRESENCE OF
WITNESSES:

1. *Souvik Das*
 Advocate
 Alipore Judges' Court
 Kolkata - 700027
2. *Sewak Das*
 12/1, Narayan Chandra Road
 Narayan Chandra, Cal-104

Drafted by me as per information
 supplied by & instruction given by
 the parties, read over, explained
 & prepared in my office:

Souvik Das

Souvik Das
 Advocate.

Alipore Judges' Court
 Kolkata - 700027.

(Enrollment No. WB/593/2001).

B. Parker

**SIGNATURE OF THE
 OWNER**











CALCUTTA COTTAGE CONSTRUCTION COMPANY
 CALCUTTA COTTAGE CONSTRUCTION CO.

[Signature]






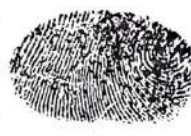




Proprietor

Proprietor

**SIGNATURE OF THE
 DEVELOPER**

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name Sudipta Sarkar.
 Signature S. Sarkar

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name SANMAY CHAKRABORTY
 Signature S. Chakraborty

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand				
	right hand				

Name
 Signature


 ভারতের নির্বাচন কমিশন
 পরিচয় পত্র
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 LFB0835678





নির্বাচকের নাম : শৌভিক দাস
 Elector's Name : Souvik Das
 পিতার নাম : সুনীল দাস
 Father's Name : Sunil Das
 লিঙ্গ / Sex : পুং / M
 জন্ম তারিখ : 06/06/1974
 Date of Birth : 06/06/1974

Souvik Das

LFB0835678

ঠিকানা:
 2/2ডি মুর এভিনিউ রিজেন্ট পার্ক কলকাতা 700040
 Address:
 2/2D MOORE AVENUE REGENT PARK
 Kolkata 700040



Date: 11/06/2007
 150-টলিগঞ্জ নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন
 আধিকারিকের স্বাক্ষরের অনুকৃতি
 Facsimile Signature of the Electoral
 Registration Officer for
 150-Tollygunge Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিষ্টে নাম
 তোলা ও একই নামের নতুন সচিব পরিচয়পত্র পাওয়ার
 জন্য নির্দিষ্ট ফর্মে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।
 In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with same number.

Major Information of the Deed




Deed No :	I-1603-09571/2024	Date of Registration	11/06/2024
Query No / Year	1603-2001420160/2024	Office where deed is registered	
Query Date	10/06/2024 11:34:32 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SOUVIK DAS ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9051446481, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 16,10,700/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (Article:48(g))	Rs. 5,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chander Village Road, , Premises No: 168, , Ward No: 115 Pin Code : 700082

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	2 Katha 2 Chatak 4 Sq. Ft	1/-	16,10,700/-	Width of Approach Road: 18 Ft.,
Grand Total :				3.5154Dec	1 /-	16,10,700 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SUDIPTA SARKAR Son of Late SUNIT KUMAR SARKAR Executed by: Self, Date of Execution: 11/06/2024 , Admitted by: Self, Date of Admission: 11/06/2024 ,Place : Office		 Captured	
		11/06/2024	LTI 11/06/2024	11/06/2024



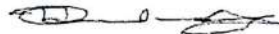
17/3/1, Chander Village Road, City:- , P.O:- HARIDVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX6 , PAN No.:: HDxxxxxx8G, Aadhaar No: 96xxxxxxxx7531, Status :Individual, Executed by: Self, Date of Execution: 11/06/2024 , Admitted by: Self, Date of Admission: 11/06/2024 ,Place : Office

Developer Details :



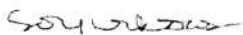
Sl No	Name,Address,Photo,Finger print and Signature
1	CALCUTTA COTTAGE CONSTRUCTION COMPANY 44/122, Raja Ram Mohan Roy Road, City:- , P.O:- HARIDVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 Date of Incorporation:XX-XX-1XX0 , PAN No.:: AExxxxxx7N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<p>Mr PANNALAL CHAKRABORTY (Presentant) Son of Late MAKHANLAL CHAKRABORTY Date of Execution - 11/06/2024 , , Admitted by: Self, Date of Admission: 11/06/2024, Place of Admission of Execution: Office</p>	 <div>Jun 11 2024 1:53PM</div>	 Captured <div>LTI 11/06/2024</div>	 <div>11/06/2024</div>
<p>115/1, Karunamayee Ghat Road, City:- , P.O:- HARIDVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.: AExxxxxx7N, Aadhaar No: 61xxxxxxxx0772 Status : Representative, Representative of : CALCUTTA COTTAGE CONSTRUCTION COMPANY (as SOLE PROPRIETOR)</p>				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SOUVIK DAS Son of Late SUNIL KUMAR DAS ALIPORE JUDGES COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 Parganas, West Bengal, India, PIN:- 700027		 Captured 11/06/2024	 11/06/2024

Identifier Of Mr SUDIPTA SARKAR, Mr PANNALAL CHAKRABORTY

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
	Mr SUDIPTA SARKAR	CALCUTTA COTTAGE CONSTRUCTION COMPANY-3.51542 Dec

Endorsement For Deed Number : I - 160309571 / 2024

On 11-06-2024

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:52 hrs on 11-06-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr PANNALAL CHAKRABORTY ..

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 16,10,700/-

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

Execution is admitted on 11/06/2024 by Mr SUDIPTA SARKAR, Son of Late SUNIT KUMAR SARKAR, 17/3/1, Road: Chander Village Road, , P.O: HARIDDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Business

Indetified by Mr SOUVIK DAS, , , Son of Late SUNIL KUMAR DAS, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 11-06-2024 by Mr PANNALAL CHAKRABORTY, SOLE PROPRIETOR, CALCUTTA COTTAGE CONSTRUCTION COMPANY (Sole Proprietorship), 44/122, Raja Ram Mohan Roy Road, City:- , P.O:- HARIDDEVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082

Indetified by Mr SOUVIK DAS, , , Son of Late SUNIL KUMAR DAS, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,053.00/- (B = Rs 5,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 5,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/06/2024 5:03AM with Govt. Ref. No: 192024250074388238 on 11-06-2024, Amount Rs: 21/-, Bank: SBI
EPay (SBlePay), Ref. No. 0991621818016 on 11-06-2024, Head of Account 0030-03-104-001-16
Online on 11/06/2024 12:46PM with Govt. Ref. No: 192024250075051548 on 11-06-2024, Amount Rs: 5,000/-, Bank: SBI
SBI EPay (SBlePay), Ref. No. 0939977193012 on 11-06-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 4,921/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 1205, Amount: Rs.100.00/-, Date of Purchase: 09/05/2024, Vendor name: P K CHAKRABORTY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/06/2024 5:03AM with Govt. Ref. No: 192024250074388238 on 11-06-2024, Amount Rs: 4,920/-, Bank: SBI
EPay (SBlePay), Ref. No. 0991621818016 on 11-06-2024, Head of Account 0030-02-103-003-02
Online on 11/06/2024 12:46PM with Govt. Ref. No: 192024250075051548 on 11-06-2024, Amount Rs: 1/-, Bank: SBI
EPay (SBlePay), Ref. No. 0939977193012 on 11-06-2024, Head of Account 0030-02-103-003-02

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2024, Page from 245805 to 245840
being No 160309571 for the year 2024.



Digitally signed by Anupam Halder
Date: 2024.06.11 16:10:51 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 11/06/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.