03209/24

I-3961/24

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL

AS 364059

13/8/24

B-2-24811/24

That the document is admitted to
on. The signature sheets and the
ment sheets attached with
ent are the part of this document.

District Sub-Registrar-V
Alipore, South 24 Parganas

13 AUG 2024

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** is made this the 13th day of August 2024 (Two Thousand and Twenty Four ) **BETWEEN**

000900 09 AUG 2024

Sl. No.....Dt.....Rupees- 100/-

.....M/S. Pratima Builder

Address.....946, Nayabad.....

P.O. Mukundapur P.S. Panchasayar, Kol-99

Vendor.....

Jayanta Dey
ALIPORE POLICE COURT
Kolkata-27

Nilu Mondal
S/o Late C.L. Mondal
Alipore Police
Court Kol-27

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**(1)** **SRI PANKAJ KUMAR CHOWDHURY,** son of Sravan Kumar Chowdhury, **(PAN – AIRPC7851N, AADHAR NO.-8634-6371-1498),** by faith– Hindu, by Nationality – Indian, by Occupation – Business, residing at 219/D, Picnic Garden Road, P.O- Tiljala, P.S- Kasba, Kolkata - 700039, in the District South 24 Parganas. **(2)** **SRI RABI NATH SAHOO,** S/o Late Mahendra Sahoo, (PAN- AOXPS2625G, Aadhaar No -8705-3411-6998) by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 42/3, Bediadanga 2nd Lane, P.O – Tiljala, P.S-Kasba, Kolkata-700039, in the District South 24 Parganas, Hereinafter Jointly called and referred to as the **OWNERS** (Which term or expression shall unless excluded by or repugnant to subject or context shall mean and include her heirs, successors, representatives administrators and assigns) of the **ONE PART**.

**AND**

**M/S PRATIMA BUILDER,** a sole proprietorship Firm, having its office at 946, Nayabad, Post Office–Mukundupur, Police Station: Panchasayar, Kolkata-700099, represented by its Proprietor namely **SRI SRI PANKAJ KUMAR CHOWDHURY,** son of Sravan Kumar Chowdhury, **(PAN -AIRPC7851N, AADHAR NO.-8634-6371-1498),** by faith– Hindu, by Nationality – Indian, by Occupation – Business, residing at 219/D, Picnic Garden Road, P.O- Tiljala, P.S- Kasba, Kolkata - 700039, District 24 Parganas (South), hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to subject or context be deemed to mean and include the Partners for the time being and his heirs, successors representatives administrators and assigns) of the **OTHER PART**:

**WHEREAS** by virtue of a registered Deed of Sale dated 23.03.1979, registeredat the office of the District Registrar at Alipore and recorded

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in Book No.1. Volume No.66. Pages 88 to 92, as Deed No. 1532, for the year 1979, one SubodhKrishna Mondal, Sunil Krishna Mondal, Sudhir Krishna Mondal and Amiya Krishna Mondal, all sons of Late Kumud Krishna Mondal, all of Bawali, P.S. Budge Budge, District-South 24 Parganas sold conveyed, transferred, assigned and granted one big plot of land measuring an area of 10 (Ten) Bighas lying andsituated in Mouza Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana Khaspur, comprising in R.S. Dag No.194 and also others dags under R.S. Khatian No.115 and also other Khatians within presently P.S. Panchasayar, formerly P.S. Purba Jadavpur. Kolkata-700 094. District-24-Parganas(s). in favour of Bibhuti Bhusan Chowdhury, son of Late Kali Krishna Chowdhury, residing at 5/21, Bijoygarh, P.S. Jadavpur, Kolkata-700 032 and Smt. Bijoya Rani Maitra, wife of Sri Dhirendra Nath Maitra, residing at 2/65, Gandhi Colony, P.S. Jadavpur, Kolkata - 700 040 and the said Subodh Krishna Mondal, Sunil Krishna Mondal, Sudhir Krishna Mondal and Amiya Krishna Mondal, jointly acquired the right title and interest of a demarcated plot of land measuring 10 (Ten) Bighas as per Decree in the year 1971 passed by the Ld. 3 Civil Judge at Alipore and they got their share which is demarcated as "Ba" (in Bengali) in thepartition plan of the said court order. It is pertinent to mention that one of the Co-sharers sold away his right title and interest to one Nagendra Nath Dey Sarkarand others of Baishnabghata, one of the Co-sharers of M/s The Subarban Agriculture Diary and Fisharies Pvt. Ltd. who files a Partition suit in the aforesaid Learned Court of the 3rd Sub-Judge Court at Alipore and accordingly said Subodh Krishna Mondal and others obtained the aforesaid land and propertymarked as "Ba" in the Partition plan.

**AND WHEREAS** after transfer by virtue of the said Deed of Conveyance videDeed No. 1532 of 1979 some typographical errors are found in the said Deed and the said errors are rectified by virtue of a registered Deed

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of Declaration dated 16.09.1980 registered at District Registrar at Alipore, recorded into BookNo.1, Deed No.7612 for the year 1980.

**AND WHEREAS** thereafter said Bibhuti Bhusan Chowdhury and Smt. Bijaya Rani Maitra, developed and fragmented the entire property into several small plots of land and thereafter by a registered Indenture dated 20.11.1980, registered in the Office of District Sub-Registrar, Alipore, South 24 Parganas and entered into Book No.1, Volume No.105. Pages 92 to 98. Deed No.5378 forthe year 1980 sold, transferred and conveyed one small plot of land measuring an area of 3 (Three) Cottahs 2 (Two) Chittacks 18 (Eighteen) Sq.ft. being Scheme Plot No.34, situated in Mouza Nayabad, J.L. No.25, R.S. No.3. Touzi No.56. Pargana-Khaspur, comprising in R.S. Dag No. 194, 196, 197 and 205, under R.S. Khatian No.1 and 48, within presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata 700 094, District-24-Parganas(s), in favour of one Tarapada Sanyal, at a valuable consideration mentioned there..

**AND WHEREAS** after such purchase while in peaceful possession seized and possessed of his aforesaid purchase landed property thus the said Tarapada Sanyal died intestate on 25.07.2000, and his wife died intestate on 26.07.2010. leaving behind their seven sons, 1) Sri Pankaj Kumar Sanyal, 2) Sri Dipak Sanyal, 3) Sri Apurba Kumar Sanyal, 4) Sri Prasanta Kumar Sanyal, 5) Sri AjaySanyal, 6) Sri Sanjoy Kumar Sanyal, 7) Sri Dhananjay Sanyal, and two daughtersnamely 8) Sikha Lahiri, and 9) Rekha Chatterjee, as their legal heirs and successors to inherited the above mentioned plot of land as per Hindu SuccessionAct, 1956 and each Owners by having equal undivided 1/9$^{th}$ share each of themof the total property.

**AND WHEREAS** thereafter the said legal heirs of the deceased Tarapada Sanyal namely 1) Sri Pankaj Kumar Sanyal, 2) Sri Dipak Sanyal, 3) Sri

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Apurba Kumar Sanyal, 4) Sri Prasanta Kumar Sanyal, 5) Sri Ajay Sanyal, 6) Sri SanjoyKumar Sanyal, 7) Sri Dhananjay Sanyal, and two daughters namely 8) Sikha Lahiri, and 9) Rekha Chatterjee became the joint owners and possessor of the said property and while jointly seized and possessed and occupy the same they have jointly recorded their names in the record of the Ld. B.L. & L.R.O. Kasbain respect of their entire inherited plot of land vide Mutation Case No.395 of 2013 to 403 of 2013 and in the mutation, certificates said Ld. B.L. & L.R.O. Kasba has mentioned that the concerned property is situated in R.S. Dag No.194,under R.S. Khatian No.115 of said Mouza-Nayabad, J.L. No.25. under KMC ward No 109, P.S- Purba Jadavpur now Panchasayar, Kolkata – 700 094.

**AND WHEREAS** the said 1) Sri Pankaj Kumar Sanyal, 2) Sri Dipak Sanyal, 3) Sri Apurba Kumar Sanyal, 4) Sri Prasanta Kumar Sanyal, 5) Sri Ajay Sanyal, 6) Sri Sanjoy Kumar Sanyal, 7) Sri Dhananjay Sanyal, and two daughters namely8) Sikha Lahiri, and 9) Rekha Chatterjee became the absolute joint Owners of the entire plot of land measuring an area of **3 (Three) Cottahs 2 (Two)Chittacks 18 (Eighteen) Sq.ft.** together with one tile shed measuring an area of100 (One hundred) Sq.ft. more or less under the jurisdiction of The Kolkata Municipal Corporation Ward No.109, situated in Mouza - Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana - Khaspur, comprising in R.S. Dag No.194, under R.S. Khatian No.115, within presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata 700 094, District - 24-Parganas(s) as described in the SCHEDULE below and they have been enjoying the same without any interruption.

**AND WHEREAS** thus the said said 1) Sri Pankaj Kumar Sanyal, 2) Sri Dipak Sanyal, 3) Sri Apurba Kumar Sanyal, 4) Sri Prasanta Kumar Sanyal, 5) Sri AjaySanyal, 6) Sri Sanjoy Kumar Sanyal, 7) Sri Dhananjay Sanyal, and 8) Sikha Lahiri, while jointly seized possessed being need of

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urgent money they have soldand transferred of ALL THAT piece and parcel of undivided 8/9th share of Bastuplot of land measuring land area of 2016 (two thousand and sixteen) Sq.ft. out of total land area measuring **3 (Three) Cottahs 2 (Two) Chittacks 18 (Eighteen) Sq.ft.** together with undivided 8/9th share of one tile shed measuring an area of 89 (Eighty nine) Sq.ft. out of total tile shed area 100 (One hundred) Sq ft. moreor less under the jurisdiction of The Kolkata Municipal Corporation Ward No.109, situated in Mouza - Nayabad, J.L. No.25, R.S. No.3. Touzi No.56, Pargana Khaspur, comprising in R.S. Dag No.194, under R.S. Khatian No.115, within presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata-700094. District-24-Parganas(s) and the sold property was still unassessed and street name of the property is "Nayabad by virtue of a registered deed of sale ondated 11.08.2017 duly registered in the office of the D.S.R V Alipore and the same was recorded in Book -I Volume No-1630 pages from 77113 to 77160 being No 1630 02526 for the year 2017 unto and in favour of Rabindra Nath Das, the present owner/vendor herein at a valuable consideration.

**AND WHEREAS** on the same date on 11.08.2017 thus the said Rekha Chatterjee she duly sold and transferred of ALL THAT piece and parcel of her undivided 1/9th share of Bastu plot of land measuring land area of 252(Two hundred Fifty Two) Sq.ft. out of total land area measuring **3 (Three) Cottahs 2 (Two) Chittacks 18 (Eighteen) Sq.ft.** together with undivided 1/9th share of onetile shed measuring an area of 11 Sq.ft. out of total tile shed area 100 (One hundred) Sq.ft. more or less under the jurisdiction of The Kolkata Municipal Corporation Ward No.109, situated in Mouza - Nayabad, J.L. No.25, R.S. No.3. Touzi No.56, Pargana Khaspur, comprising in R.S. Dag No.194, under R.S. Khatian No.115, within presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata - 700094. District - 24-Parganas(s) and the sold

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property was still unassessed and street name of the property is "Nayabad" by virtue of a registered deed of sale on dated 11.08.2017 duly registered in the office of the D.S.R V Alipore and the same was recorded in Book – I Volume No – 1630 pages from 76829 to 76855, being No 1630 02519 for the year 2017 unto and in favour of **Rabindra Nath Das,** the present owner/vendor herein at a valuable consideration.

**AND WHEREAS** the owner/vendor herein by virtue of the aforesaid Two registered deed of sale he became the sole and absolute owner and possessor of ALL THAT piece and parcel of Bastu land measuring land area of **3 (Three) Cottahs 2 (Two) Chittacks 18 (Eighteen) Sq.ft.** corresponding to 2268 (Two thousand two hundred and sixty eight) Sq.ft. together with one tile shed measuring an area of 100 (One hundred) Sq.ft. more or less under the jurisdiction of The Kolkata Municipal Corporation Ward No. 109. situated in Mouza - Nayabad, J.L. No.25. R.S. No.3, Touzi No.56, Pargana Khaspur, comprising in R.S. Dag No.194, under R.S. Khatian No.115, within presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata -700 094, District Parganas(s).

AND WHEREAS after such purchase, the said owner **Rabindra Nath Das,** being peacefully seized, possessed and enjoyed the same, she made 20'ft. wide road instead of 10 ft. wide passage and also mutated her name in the Kolkata Municipal Corporation Assessment Register by paying necessary taxes and after such mutation, the said property was/is known and numbered as the **Premises No. 3688, Nayabad**, within the limits of **Ward No. 109 of** the KolkataMunicipal Corporation, P.S –Purba Jadavpur Now Panchasayar, Kolkata -700094, having **its KMC ASSESSE NO. 31-109-08-8321-9,** and also she constructed a tiled shed structure on the said premises by her own cost and expenses.

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AND WHEREAS being urgent need of money, the said owner **Rabindra Nath Das** sold. conveyed and transferred ALL THAT piece and parcel of Bastu land measuring **3(Three) Cottahs 2(Two) Chittaks 18(Eighteen)** Sq.ft. more or less along with structure lying and situate at Mouza Nayabad, J.L. No. 25. R.S. No. 3. under District Collectorate's Touzi No. 56. comprised in R.S. Dag No.194, appertaining to R.S. Khatian No.115, now within the limits of the Kolkata Municipal Corporation Ward No. 109, being the **Premises No. 3688, Nayabad**, within the limits of **Ward No. 109 of** the KolkataMunicipal Corporation, P.S –Purba Jadavpur Now Panchasayar, Kolkata -700094, in the District of 24-Parganas now South 24- Parganas to **1)SRI PANKAJ KUMAR CHOWDHURY,** son of Sravan Kumar Chowdhury, and **2).SRI RABI NATH SAHOO,** S/o Late Mahendra Sahoo, the present owner herein by virtue of a deed of sale. Bearing, dated the 02/08/2024, and duly registered at D.S.R.-V-Alipore Office and recorded in Book No. I. Volume No. 1630-2024. Page form 82346 to 82371, Being No. 163002991, for the year 2024.

AND WHEREAS after purchase the said **1) SRI PANKAJ KUMAR CHOWDHURY, and 2) SRI RABI NATH SAHOO,** has been seized. possessed and enjoyed the said land without any interruption or hindrances from others, mutated his name in the records of the Kolkata Municipal Corporation in respect of the aforesaid landed property, and after mutated his name in the records of the Kolkata Municipal Corporation in respect of the aforesaid landed property, and after mutation the aforesaid property has been known and numbered as **KMC Premises No. 3688, Nayabad**, within the limits of **Ward No. 109 of** the Kolkata Municipal Corporation, P.S –Purba Jadavpur Now Panchasayar, Kolkata-700094, having **its KMC ASSESSE NO. 31-109-08-8321-9, of the Kolkata Municipal Corporation, for the sake of brevity** hereinafter called and referredto as the **SAID LAND** as well as

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"**SAID PREMISES"** And since then he.

NOW BY THESE PRESENTS that We, **1)SRI PANKAJ KUMAR CHOWDHURY,** son of Sravan Kumar Chowdhury, **(PAN- AIRPC7851N, AADHAR NO.-8634-6371-1498),** by faith– Hindu, by Nationality – Indian, by Occupation – Business, residing at 219/D, Picnic Garden Road, P.O- Tiljala, P.S- Kasba, Kolkata - 700039, in the DistrictSouth 24 Parganas. **(2).SRI RABI NATH SAHOO,** S/o Late Mahendra Sahoo, (PAN- AOXPS2625G, Aadhaar No -8705-3411-6998) by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 42/3, Bediadanga 2nd Lane, P.O – Tiljala, P.S-Kasba, Kolkata-700039, District 24 Parganas (South), do hereby and hereunder nominate, appoint and namely **M/S PRATIMA BUILDER,** a sole proprietorship Firm, having its office at 946, Nayabad, Post Office-Mukundupur, Police Station: Panchasayar, Kolkata-700099, represented by its Proprietor namely **SRI PANKAJ KUMAR CHOWDHURY,** son of Sravan Kumar Chowdhury, **(PAN -AIRPC7851N, AADHAR NO.-8634-6371-1498),** by faith– Hindu, by Nationality – Indian, by Occupation – Business, residing at 219/D, Picnic Garden Road, P.O- Tiljala, P.S- Kasba, Kolkata - 700039, District 24 Parganas (South),

**AND WHEREAS** with a view to develop ALL THAT piece and parcel of Bastu land measuring **3(Three) Cottahs 2(Two) Chittaks 18(Eighteen)** Sq.ft. more or less along with structure lying and situate at Mouza Nayabad, J.L No. 25. R.S. No. 3, under District Collectorate's Touzi No. 56. comprised in R.S. Dag No.194, appertaining to R.S. Khatian No.115, now within the limits of the Kolkata Municipal Corporation **Premises No. 3688, Nayabad**, within the limits of **Ward No. 109 of** the KolkataMunicipal Corporation, P.S –Purba Jadavpur Now Panchasayar, Kolkata-700094, having **its KMC ASSESSE NO. 31-109-08-8321-9,** in the District of 24-Parganas now South 24-Parganas

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more fully described in the schedule A hereunder written and to have constructed proposed Gstoried building on the land and Premises in accordance with a sanction of the Building plan to be obtained by the owner from the Kolkata Municipal Corporation, the parties hereto have agreed to enter into an Agreement being these presents in the terms and conditions hereof.

**AND WHEREAS** to avoid future complications the parties to this agreement entire into this agreement this day after incorporating the said agreed term and condition into this agreement as follows

## TERMS AND CONDITIONS

1. That immediately after execution of this Agreement the owner herein at her cost and initiative shall raise and/or construct wall in her said plot of land for demarcating her said plot of land from the rest of the land and structure of the said premises. The developer herein shall render all its assistance and/or co-operation to the owner herein for raising such wall/walls on the land described in the schedule "A" hereunder written.
2. That immediately after completion of construction of such wall/wals on the said land described in the Schedule "A" hereunder written, the owner herein shall deliver vacant khas possession of the said property to the developer herein for proceeding with the development work of the said property described in the Schedule "A" hereunder written.
3. That the owner herein immediately after execution of this agreement shall fake necessary steps for mutation of her name in the relevant records of the Kolkata Municipal Corporation in respect of the property described in the schedule A hereunder written and for separate assessment of the said property at his cost and initiative. The developer herein shall render all his

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assistance and/or co-operation to the owner herein in this respect and shall bear the cost of mutation whatsoever.

4. That the owner herein who has been in possession and enjoyment of the property described in the Schedule "A" hereunder written shall shift temporarily to an alterative accommodation in delivering vacant possession of the said property to the developer herein for such development of the said property

5. That immediately after such mutation and separate assessment of the property described in the Schedule "A"hereunder written the developer herein shall prepare the proposed plan for raising and/or constructing the **said G + III storied building** on the said land and shall submit the same before the Kolkata Municipal Corporation for sanction in the name of the owner herein. The owner herein shall render all other assistance and/or co-operation to the Developer herein in the matter of preparation, submission and sanction of the proposed plan by the K.M.C. The owner herein shall execute and register a Power of attorney to this effect in favour of the Developer herein, if required.

6. That the owner herein shall be liable to pay all the arrears of Taxes, if any, due and payable by the owner herein in respect of the property described in the Schedule "A" hereunder written and shall be liable to pay the corporation axe proportionately of the said property after taking possession of their allotted portion in the proposed building as described in the Schedule "B" hereunder written which is earmarked for them and which will be delivered to them by the developer herein after completion of the construction of the same as stated herein after.

7. That the owner herein shall allow the developer herein to erect at its cost and initiative the said ground plus three storied building on the land described in the Schedule "A" hereunder written as

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per the plan to be sanctioned by the Kolkata Municipal Corporation and as per specification mentioned in the Schedule "C" hereunder written,

8. That the owner herein shall allow the developer herein to store all building materials within the said premises and to take all steps for protection on the same including building of a boundary wall or erection appropriate fencing on or around the said property described in the Schedule "A" hereunder written and to appoint durwan/ durwans and to keep them posted in the said premised for security purpose That the owner herein simultaneously with the execution of this agreement shall execute a Development power of attorney in favour of the developer herein empowering and/or authorizing them to negotiate, act and do all thing necessary for and on behalf of the owners herein for morefuly and effectually in all respect as they could do the same themselves with regard to obtaining the necessary sanction, permits, quotas etc. from the Kolkata Municipal Corporation and Government and/or Semi Government Institution including police Authorities.

9. That the owner herein shall further authorize the Developer herein to act on their behalf by incorporating the following acts and deeds in the aforesaid Development power of attorney.

   a) To advertise, negotiate on terms, execute by signing and registering agreement/agreements for sale, transfer, document or documents or even documents relating to the transfer of flats, car parking spaces etc. with undivided proportionate share of land and common areas and facilities in the said premises other than the allotment of the owners herein in the proposed building in the said premises agreed to be reserved for his use, occupation, enjoyment and

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ownership of the same morefully and particularly described in the Schedule "B" hereunder written for and on behalf of the owners in the capacity of the owner in addition to the capacity of the developer herein for morefully assuring and/or securing the right, tile and interest of the intending purchaser or purchasers of the aforesaid proposed flats, car parking spaces etc. with proportionate undivided share in the land and common areas and facilities in the said premises.

10. That the owner herein shall allow the developer herein to execute the work of construction smoothly as per the plan to be sanctioned by the Kolkata Municipal Corporation without any interference and/or interruption after handing over vacant possession of the land and structure described in the schedule "A" hereunder written.

11. That the owner herein shall have no claim on the sale proceeds of the constructed area of the **proposed G + III storied building** which includes the flats, car parking spaces, etc. with undivided proportionate share in the land and common areas and facilities in the said premises and earmarked for them and described in the schedule "B" hereunder written, which shall right fully belong to the developer herein in consideration of their investment and endeavor in erecting the aforesaid building on the land described in the schedule "A" hereunder written.

12. That the owner shall have no right to objection to delivery of possession of the constructed area in the proposed building which includes flats, car parking spaces etc. with undivided proportionate share in the said land and common areas and facilities in the said premises other than the said flats and car parking space reserved for the owner herein and described in the Schedule "B" hereunder written by the developer to the intending

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purchaser or purchasers at the choice of the developer herein.

13. That the owner shall execute and register the necessary deeds or documents in favour of the developer or its nominee or nominees including the intending purchaser or purchasers of the said constructed area of the proposed building which includes the flats, car parking spaces etc. with undivided proportionate share in the land and common areas and facilities of the said premise or do such other thing or things as would be deemed necessary for more fully assuring and/or securing the right, title and ownership of the developer herein or his nominee or nominees including the intending purchase or purchasers in respect of the said constructed area which includes fiat or flats car parking spaces etc with undivided proportionate share in the land and common areas and facilities in the said premises in the allotment of the developer herein

14. That the developer herein shall complete the construction of the proposed building within 24 (Twenty four) months from the date of sanction of the Building Plan as per specification mentioned in the schedule "C" hereunder written, if the Developer fails to complete the construction within time for that

15. That the developer herein at its cost and initiative shall demolish the existing structures on the land described in the schedule "A hereunder written and shall at its discretion sole the said building materials to any third party or parties and shall appropriate the sale proceeds of the same The owner herein shall have no claim on the said sale proceeds or on any part thereof

16. That out of the said flats and car parking spaces of the proposed building. being the owner's allotment as described in second schedule hereunder written, the developer herein after completion of the construction of the said ground plus Three

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storied building as per the sanctioned plan and as per specification mentioned in the Schedule "C hereunder written shall handover possession of the said flats and car parking spaces towards their absolute allotment in the proposed building in the said premises. The developer herein shall handover the said flats and Car parking space to the owner.

17. That the owner's herein shall be liable to pay the proportionate share of common expenses as taking possession of their allotment of the proposed building described in schedule B hereunder written.

18. The Owner will bear the all Electric meter charges for her electric meter.

19. That each terms of this agreement is the consideration for the other and failure to comply with the terms and conditions of this agreement or any one of it by either of the parties shall be a cause of action for the other party to file a suit for specific performance of contract for enforcement of this agreement and for other relief and all the costs for the same shall be borne by the defaulting party.

20. Lift & LIFT Facilities.

**THE SCHEDULE "A" ABOVE REFERRED TO**

ALL THAT piece and parcel of Bastu land measuring **3 (Three) Cottahs 2 (Two) Chittacks 18 (Eighteen)** Sq.ft. more or less along with 100 Saft. tile shed structure with cemented floor standing thereon lying and situate at Mouza Nayabad, J.L. No. 25. R.S. No. 3. under District Collectorate's Touzi No. 56, comprised in R.S. Dag No.194, appertaining to R.S. Khatian No.115, now within the limits of the Kolkata Municipal Corporation **Premises No. 3688, Nayabad**, within the limits of **Ward No. 109 of** the KolkataMunicipal Corporation, P.S –Purba Jadavpur Now

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Panchasayar, Kolkata-700094, having **its KMC ASSESSE NO. 31-109-08-8321-9,** in the District of 24-Parganas now South 24-Parganas with all easement attached thereto, which is butted and bounced as follows,

On the North: Land of R.S Dag No 194 (Scheme Plot No.33)

On the South: Land of R.S Dag No 194 (Scheme Plot No 35)

On the East : Land of others comprised in R.S Dag No 196.

On the west: 20 ft wide K.M.C Road.

**THE SCHEDULE "B" ABOVE REFERRED TO**

(Owner's allocation)

ALL THAT the piece and parcel of complete the **Entire First Floor** and **One Car Parking space** on the Ground floor of the proposed **Ground plus Three storied building** to be raised and/or constructed on the land described in the schedule "A" hereinabove written as per the plan to be sanctioned by the Kolkata Municipal Corporation and as per specification mentioned in third schedule hereunder written and non-refundable sum of **Rs. 20,000/-** (Rupees Twenty Thousand) only.

**THE SCHEDULE Above REFERRED TO**

(Developer's Allocation)

ALL THAT Rest of Constructed area except the owner's allocated Entire First Floor and One Car Parking space in the Ground Floor of the proposed **Ground plus Three storied building**.

DISTRICT SUB-REGISTRAR-V
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**THE SCHEDULED ABOVE REFERRED TO**

(Description of the Construction)

The building shall be on R.C. Column foundation as per design of the Architect along with structural Engineer.

1. The entire building would be finished with white marble (Marwar)/Tiles 2ftx2ft with 4 skirting toilets will be 5" skirting. The inter stair case would be finished with white Marble. If the first party decided to change the same his allocated portion. They can do the same in that event difference coat will be borne by the first party herein.

2. Kitchen will have R.C.C. cooking platform with Granite on top 2-6 walls tiles white colour over kitchen top back wall will be glazed tiles to protect the wall from oil spot The kitchen floor will be finished by Marble (Marwar) one sink with drain board will be provided with a tap. All big cook will be of C.P. All interior walls and calling would be finished with plaster of Paris, exterior walls would be painted with Asian Paints Apex Weather coat

3. All doors will be flush door, only main door will be full Pinewood Door and rest will be with solid board on both sides of sufficient thickness/30 mm) Door frames will be of sal wood. All doors will have forged all minimum tower bolt and handle and all of bed rooms, door will be provided with mortise lock, main door will be provided with one night latch (Godrej).

4. All windows will be Aluminum Sliding window with grill fitted. All grills will be fabricated of steel Bars and painted with

DISTRICT SUB-REGISTRAR-V
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anti-corrosive primer and Paint.

5. Such flat will have two bath rooms The floor of the toilet would be finished Marble (Marwar) jeased tile, wall up to 6 heights both the toilets will be western types commode P.V.C., cistern (Hindware) quality. In addition to one waste basin, adjustable shower bib cooks and Hot-cold water taps of Banded.

6. All porcelain fittings will provide white colour, full concealed wiring in all flats one fan point, 2 lights paint and one plug point in each room in one switch board, other places lights point, only, electric call bell point, only at the main door, one plug. 3 light points and two fan points will be provided in the drawing room dining and one light point and one exhaust fan point will be provided in kitchen.

7. All switches, plug etc. of Oreva Brand or equivalent make, wiring concealed with copper wire Havells/Anchor

8. Roof will be finished with 5'lime terracing with water proofing compound

9. Special fittings/finished extra works will be provided as per customers choice other than above mentioned at an extra cot as per market rate, water supply round the clock is a rued through K.M.C. source for which necessary underground and overhead R.C. Reservoir will be made

DISTRICT SUB-REGISTRAR-V
ALIPORE, SOUTH 24 PGS.

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**IN WITNESSES WHEREOF** the both Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

By the Owner at Kolkata

In the presence of:-
WITNESSES :

1) Nilu mondal
Alipore Police
Court Kol-27

Pankaj m chowdhury

Rabi Sarkar.

**SIGNATURE OF THE OWNERS/VENDORS**

2) Vikram kumar
Uttam pancheura gram
Pin : 700100

M/S PRATIMA BUILDER
Pankaj m chowdhury
Proprietor

**SIGNATURE OF THE DEVELOPER**

DISTRICT SUB-REGISTRAR-I
ALIPORE, SOUTH 24 PGS.

13 AUG 2024

## MEMO OF CONSIDERATION

**RECEIVED** sum of **Rs.20,000/- (Rupees Twenty Thousand Only)** BY the aforesaid Land Owners from the developer as execution money which is non adjustable Forfeited money. in terms of this Agreement and in presence of the following witnesses in the following manners:-

## MEMO

1. By Cash 12 / 08 /2024 Rs. 20,000/

.....
TOTAL Rs.20,000/-
(RUPEES TWENTYTHOUSAND ONLY)

**WITNESSES:-**

Nilu Mondal
1) Ali Pore Police Court Kol-27

2) Vikram Kumar
Uttam Panchanan gram
Kol 700100

Rati Sarkar.
**SIGNATURE OF THE LAND OWNERS**

Drafted by me:-
Amitabha Ray
Ali pore Police Advocate
Court Kol: 27 WB/238/1984

Typed by me:-
S. Mondal
S. Mondal
Ali pore Police Court
Kol:27

DISTRICT SUB-REGISTRAR-V
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13 AUG 2024

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

Name .....

Signature .....

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

Name RAJ NATH SAHOO

Signature Raj Sahoo

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

Name PANKAJ KUMAR CHOWDHURY

Signature Pankaj Kr Chowdhry

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

Name .....

Signature .....

DISTRICT SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

19 AUG 2024

# Government of West Bengal
# GRIPS 2.0 Acknowledgement Receipt
# Payment Summary

120820242016180542

## GRIPS Payment Detail

| | | | |
|---|---|---|---|
| **GRIPS Payment ID:** | 120820242016180542 | **Payment Init. Date:** | 12/08/2024 20:50:45 |
| **Total Amount:** | 10142 | **No of GRN:** | 1 |
| **Bank/Gateway:** | SBI EPay | **Payment Mode:** | SBI Epay |
| **BRN:** | 6922133457439 | **BRN Date:** | 12/08/2024 20:50:59 |
| **Payment Status:** | Successful | **Payment Init. From:** | Department Portal |

## Depositor Details

| | |
|---|---|
| **Depositor's Name:** | Mr PANKAJ KUMAR CHOWDHURY |
| **Mobile:** | 9831712947 |

## Payment(GRN) Details

| Sl. No. | GRN | Department | Amount (₹) |
|---|---|---|---|
| 1 | 192024250161805438 | Directorate of Registration & Stamp Revenue | 10142 |
| | | **Total** | **10142** |

**IN WORDS:** **TEN THOUSAND ONE HUNDRED FORTY TWO ONLY.**

**DISCLAIMER:** **This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.**

PAID

# Govt. of West Bengal
# Directorate of Registration & Stamp Revenue
# GRIPS eChallan

19202425016180543 8

## GRN Details

| | | | |
|---|---|---|---|
| **GRN:** | 192024250161805438 | **Payment Mode:** | SBI Epay |
| **GRN Date:** | 12/08/2024 20:50:45 | **Bank/Gateway:** | SBIePay Payment Gateway |
| **BRN :** | 6922133457439 | **BRN Date:** | 12/08/2024 20:50:59 |
| **Gateway Ref ID:** | 1415381310 | **Method:** | Bank of Baroda NB |
| **GRIPS Payment ID:** | 120820242016180542 | **Payment Init. Date:** | 12/08/2024 20:50:45 |
| **Payment Status:** | Successful | **Payment Ref. No:** | 2002148117/2/2024 [Query No/*/Query Year] |

## Depositor Details

| | |
|---|---|
| **Depositor's Name:** | Mr PANKAJ KUMAR CHOWDHURY |
| **Address:** | 219/D PICNIC GARDEN ROAD |
| **Mobile:** | 9831712947 |
| **Period From (dd/mm/yyyy):** | 12/08/2024 |
| **Period To (dd/mm/yyyy):** | 12/08/2024 |
| **Payment Ref ID:** | 2002148117/2/2024 |
| **Dept Ref ID/DRN:** | 2002148117/2/2024 |

## Payment Details

| Sl. No. | Payment Ref No | Head of A/C Description | Head of A/C | Amount (₹) |
|---|---|---|---|---|
| 1 | 2002148117/2/2024 | Property Registration- Stamp duty | 0030-02-103-003-02 | 9921 |
| 2 | 2002148117/2/2024 | Property Registration- Registration Fees | 0030-03-104-001-16 | 221 |
| | | | **Total** | **10142** |

**IN WORDS:** **TEN THOUSAND ONE HUNDRED FORTY TWO ONLY.**

PAID

## Major Information of the Deed

| | | | |
|---|---|---|---|
| **Deed No :** | **I-1630-03261/2024** | **Date of Registration** | **13/08/2024** |
| **Query No / Year** | **1630-2002148117/2024** | **Office where deed is registered** | |
| **Query Date** | **10/08/2024 12:11:11 PM** | D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas | |
| **Applicant Name, Address & Other Details** | NILU MONDAL<br>Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8240352552, Status :Deed Writer | | |
| 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 : 20,000/-] | |
| Set Forth value | | Market Value | |
| Rs. 2/- | | Rs. 63,29,999/- | |
| Stampduty Paid(SD) | | Registration Fee Paid | |
| Rs. 10,021/- (Article:48(g)) | | Rs. 253/- (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:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 3688, , Ward No: 109 Pin Code : 700094

| Sch No | Plot Number | Khatian Number | Land Use Proposed | Land Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|---|---|---|---|---|---|---|---|---|
| L1 | (RS :- ) | | Bastu | | 3 Katha 2 Chatak 18 Sq Ft | 1/- | 62,99,999/- | Width of Approach Road: 20 Ft., |
| | **Grand Total :** | | | | **5.1975Dec** | **1 /-** | **62,99,999 /-** | |

### Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|---|---|---|---|---|
| S1 | On Land L1 | 100 Sq Ft. | 1/- | 30,000/- | Structure Type: Structure |
| | Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete | | | | |
| | **Total :** | **100 sq ft** | **1 /-** | **30,000 /-** | |

**Land Lord Details :**

| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|---|---|---|---|---|
| 1 | Name | Photo | Finger Print | Signature |
| | **Mr PANKAJ KUMAR CHOWDHURY (Presentant )**<br>Son of Mr Sravan Kumar Chowdhury<br>Executed by: Self, Date of Execution: 13/08/2024<br>, Admitted by: Self, Date of Admission: 13/08/2024 ,Place : Office |  <br>13/08/2024 | Captured<br>LTI<br>13/08/2024 | 13/08/2024 |
| | 219/D, Picnic Garden Road,, City:- , P.O:- Tiljala, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700039 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.:: AIxxxxxx1N, Aadhaar No: 86xxxxxxxx1498, Status :Individual, Executed by: Self, Date of Execution: 13/08/2024<br>, Admitted by: Self, Date of Admission: 13/08/2024 ,Place : Office | | | |
| 2 | Name | Photo | Finger Print | Signature |
| | **Mr RABI NATH SAHOO**<br>Son of Late Mahendra Shaoo<br>Executed by: Self, Date of Execution: 13/08/2024<br>, Admitted by: Self, Date of Admission: 13/08/2024 ,Place : Office |  <br>13/08/2024 | Captured<br>LTI<br>13/08/2024 | 13/08/2024 |
| | 42/3, Bediadanga 2nd Lane,, City:- , P.O:- Tiljala, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700039 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.:: AOxxxxxx5G, Aadhaar No: 87xxxxxxxx6998, Status :Individual, Executed by: Self, Date of Execution: 13/08/2024<br>, Admitted by: Self, Date of Admission: 13/08/2024 ,Place : Office | | | |

**Developer Details :**

| Sl No | Name,Address,Photo,Finger print and Signature |
|---|---|
| 1 | **M.S PRATIMA BUILDER**<br>946, Nayabad,, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Date of Incorporation:XX-XX-1XX8 , PAN No.:: AIxxxxxx1N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

**Representative Details :**

| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|---|---|---|---|---|
| 1 | **Name** | **Photo** | **Finger Print** | **Signature** |
| | **Mr PANKAJ KUMAR CHOWDHURY**<br>Son of Mr Sravan Kumar Chowdhury<br>Date of Execution - 13/08/2024, , Admitted by: Self, Date of Admission: 13/08/2024, Place of Admission of Execution: Office |  | Captured | |
| | | Aug 13 2024 11:35AM | LTI<br>13/08/2024 | 13/08/2024 |
| | 219/D, Picnic Garden Road,, City:- , P.O:- Tiljala, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700039, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: AIxxxxxx1N, Aadhaar No: 86xxxxxxxx1498 Status : Representative, Representative of : M.S PRATIMA BUILDER (as ) | | | |

**Identifier Details :**

| Name | Photo | Finger Print | Signature |
|---|---|---|---|
| **Mr NILU MONDAL**<br>Son of Late C L Mondal<br>Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 |  | Captured | |
| | 13/08/2024 | 13/08/2024 | 13/08/2024 |
| Identifier Of Mr PANKAJ KUMAR CHOWDHURY, Mr RABI NATH SAHOO, Mr PANKAJ KUMAR CHOWDHURY | | | |

| Transfer of property for L1 | | |
|---|---|---|
| **Sl.No** | **From** | **To. with area (Name-Area)** |
| 1 | Mr PANKAJ KUMAR CHOWDHURY | M.S PRATIMA BUILDER-2.59875 Dec |
| 2 | Mr RABI NATH SAHOO | M.S PRATIMA BUILDER-2.59875 Dec |
| **Transfer of property for S1** | | |
| **Sl.No** | **From** | **To. with area (Name-Area)** |
| 1 | Mr PANKAJ KUMAR CHOWDHURY | M.S PRATIMA BUILDER-50.00000000 Sq Ft |
| 2 | Mr RABI NATH SAHOO | M.S PRATIMA BUILDER-50.00000000 Sq Ft |

## Endorsement For Deed Number : I - 163003261 / 2024

**On 13-08-2024**

**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 11:19 hrs on 13-08-2024, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr PANKAJ KUMAR CHOWDHURY , one of the Executants.

**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 63,29,999/-

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

Execution is admitted on 13/08/2024 by 1. Mr PANKAJ KUMAR CHOWDHURY, Son of Mr Sravan Kumar Chowdhury, 219/D, Picnic Garden Road,, P.O: Tiljala, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by Profession Business, 2. Mr RABI NATH SAHOO, Son of Late Mahendra Shaoo, 42/3, Bediadanga 2nd Lane,, P.O: Tiljala, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by Profession Business

Indetified by Mr NILU MONDAL, , , Son of Late C L Mondal, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

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

Execution is admitted on 13-08-2024 by Mr PANKAJ KUMAR CHOWDHURY, , M.S PRATIMA BUILDER (Sole Proprietoship), 946, Nayabad,, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099

Indetified by Mr NILU MONDAL, , , Son of Late C L Mondal, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 253.00/- ( B = Rs 200.00/- ,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 221/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/08/2024 8:50PM with Govt. Ref. No: 192024250161805438 on 12-08-2024, Amount Rs: 221/-, Bank: SBI EPay ( SBIePay), Ref. No. 6922133457439 on 12-08-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,921/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 900, Amount: Rs.100.00/-, Date of Purchase: 09/08/2024, Vendor name: Jayanta Dey
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/08/2024 8:50PM with Govt. Ref. No: 192024250161805438 on 12-08-2024, Amount Rs: 9,921/-, Bank: SBI EPay ( SBIePay), Ref. No. 6922133457439 on 12-08-2024, Head of Account 0030-02-103-003-02

**Dilip Kumar Mondal**
**DISTRICT SUB-REGISTRAR**
**OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS**
**South 24-Parganas, West Bengal**

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1630-2024, Page from 89898 to 89926**

**being No 163003261 for the year 2024.**

Seal of the District Sub-Registrar-V,Alipore, District South 24 -Parganas

Digitally signed by Dilip Kumar Mondal
Date: 2024.08.14 19:59:49 +05:30
Reason: Digital Signing of Deed.

**(Dilip Kumar Mondal) 14/08/2024**

**DISTRICT SUB-REGISTRAR**

**OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS**

**West Bengal.**