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District San-Register-II

3 OCT 2024

AGREEMENT FOR DEVELOPMENT

-cum-

DEVELOPMENT POWER OF ATTORNEY

This Indenture made on this 3rd day of octher 2024 (two thousand twenty four).

BETWEEN

(1) Sri Soumitra Sengupta, (PAN: SMSPS7727G) son of Late Sri Samir Kumar Sengupta, by faith Hindu, by occupation Business, Nationality U.S.A, residing at 333, 11th Avenue West, Kirkland, WA 98033, U.S.A. (2) Sri Sourav Kumar Sengupta, (PAN: QSQPS4108M) (Aadhaar No. 3670 1517 6752, son of Late Sri Samir Kumar Sengupta, by faith Hindu, by occupation service, Nationality Indian, residing at 188/6, Prince Anwar Shah Road, Post Office - Lake Gardens, Police Station - Lake, Kolkata -700045, (3) Smt. Sahana Mukherjee, (PAN: BFHPM2726Q), (Aadhaar No. 9791 8828 6329), daughter of Late Sri Samir Sengupta and Smt. Shukla Sengupta, wife of Late Sri Arup Mukherjee, by faith Hindu, by occupation Service, Nationality Indian, residing at 188/6, Prince Anwar Shah Road, Post Office - Lake Gardens, Police Station - Lake, Kolkata - 700045, (4) Smt. Atrayee Sengupta, (PAN: BIWPS4061E), (Aadhaar No. 9346 8079 2176), daughter of Sri Shyamal Sengupta, by faith Hindu, by occupation Service, Nationality Indian, residing at 188/6, Prince Anwar Shah Road, Post Office - Lake Gardens, Police Station - Lake, Kolkata - 700045, and (5) Smt. Sandipa Basu Mallick, (PAN: CZTPM2178M), (Aadhaar No. 2308 1098 6568), daughter of Late Sri Dipak Dhar and Smt. Swapna Dhar, wife of Sri Joydip Basu Mallick, by faith Hindu, by occupation Housewife, Nationality Indian, residing at 3/1, S. H. K. Bsarani, South Dum Dum (M), Motijheel, North 24-Parganas, West Bengal - 700074, hereinafter jointly referred to as the OWNERS (which expression unless repugnant to the context shall mean and include their respective heirs, executors, administrators, representatives and assigns) of the ONE PART.

AND

M/S C R CONSTRUCTION, (PAN: AARFC8898B) a partnership firm as per provision of Partnership Act, having its registered office at 65/1A, Hindusthan

Park, P.S. Gariahat, Kolkata - 700029 being represented by its partners (1) MR SUMAN CHATTOPADHYAY, (PAN: ACJPC3379B) (Aadhaar No: 4450 9674 0755), (Mobile - 9903182097) (Date of Birth - 04.02.1954) son of Late Santosh Chattopadhyay, by faith Hindu, by occupation Business, Nationality - Indian, residing at 113A, Ballygunge Gardens, Post Office - Ballygunge, Police Station -Gariahat, Kolkata - 700029, (2) MR ASOKE RAKSHIT, (PAN: ACYPR2763H) (Aadhaar No: 9273 3755 0259), (Mobile - 9674258381) (Date of Birth -06.02.1961) son of Aswini Kumar Rakshit, by faith Hindu, by occupation Business, Nationality - Indian, residing at N-238/3, Fatepur 2nd Lane, Garden Reach Police Station - Metiabruz, Kolkata - 700024, and (3) SRI DEBASIS RAKSHIT, (PAN: ACYPR2657J) (Aadhaar No: 2300 0309 5245), (Mobile -9674258380) (Date of Birth - 18.06.1966) son of Aswini Kumar Rakshit, by faith Hindu, by occupation Business, Nationality - Indian, residing at N-238/3, Fatepur Lane, Garden Reach Police Station - Metiabruz, Kolkata -700024,hereinafter referred to as the **DEVELOPER** (which term or expression unless excluded by or repugnant to the context shall mean and include his heirs, successors, representatives, administrators, executors, agents, successor in office and assigns) of the OTHER PART.

WHEREAS one M/s. MungneeramBangur and Co. was the owner in respect of ALL THAT piece and parcel of land measuring about 5 (five) cottahs 36 (thirty-six) square feet be the same littlemore or less lying and situated at Mouza Arakpore, Touzi No. 151, J.L. No. 39, Khatian No. 561, Dag No. 302, Plot No. 90, under Police Station – formerly Tollygunge now Lake, District 24-Parganas (South).

AND WHEREAS by virtue of a registered Deed of Conveyance, Being Deed No. 1398 for the year 1947 dated 03.05.1947, duly recorded in Book No. I, Volume No. 29, Pages from 135 to 144, which was registered before the Office of the District Joint Sub-Registrar at Alipore, wherein M/s. MungneeramBangur and Co. in its capacity as vendor duly sold, conveyed and transferred the right, title and interest of ALL THAT piece and parcel of land measuring about 5 (five) cottahs 36 (thirty six) square feet be the same little more or less lying and situated at Mouza Arakpore, Touzi No. 151, J.L. No. 39, Khatian No. 561, Dag No. 302, Plot No. 90, under Police Station – formerly Tollygunge now Lake, District 24-Parganas (South) unto and in favour of Smt. Taruna Sengupta against the valuable consideration as mentioned therein.

AND WHEREAS while Smt. Taruna Sengupta was an absolute owner in respect of the aforesaid property therein possessing and occupying the same without any interruption and/or encumbrances, duly mutated her name in the Assessment records of the Calcutta Municipal Corporation in respect of the aforesaid Plot being known as K.M.C. Premises No. previously 142 now 188/6A, Prince Anwar Shah Road, under Police Station formerly Tollygunge now Lake, Kolkata – 700045, within the Municipal limits of The Kolkata Municipal Corporation Ward No. 093, being Assessee No. 2109302500 (hereinafter referred to as the 'Said property');

AND WHEREAS Sri Suresh Chandra Sengupta, the husband of Smt. Taruna Sengupta died intestate on 28.01.1992;

AND WHEREAS the said Smt. Taruna Sengupta died intestate on 31.10.1999 leaving behind her surviving two sons, namely Sri Samir Sengupta, Sri Shyamal Sengupta and one married daughter Smt. Swapna Dhar, as her legal heirs and successors to inherit the said property jointly, as left by Smt. Taruna Sengupta, since deceased, as per Hindu Succession Act, 1956;

AND WHEREAS the saidSri Samir Sengupta, Sri Shyamal Sengupta and Smt. Swapna Dhar became the joint owners in respect of land measuring about 5 (five) Cottahs 36 (thirty six) square feetbe the same little more or less being known as K.M.C. Premises No. 188/6A, Prince Anwar Shah Road, under Police Station Lake, Kolkata – 700045, within K.M.C. Ward No. 093, being Assessee No. 2109302500 (hereinafter referred to as the 'Said Property');

AND WHEREAS by a registered, Deed of Development Agreement dated 07.02.2017, being Deed No. 160100267 for the year 2017, duly recorded in Book No. I, Volume No.1601-2017, Pages From 7997 to 8032, which was registered at the office of the D.S.R. -I South 24-Parganas, wherein the said Sri Samir Sengupta, Sri Shyamal Sengupta and Smt. Swapna Dhar, being the owners therein, duly entrusted M/s. Neel Enterprise duly represented by its proprietress, namely Smt. Susmita Banerjee, being the Promoter/developer therein, for the purpose of development upon All That piece and parcel of land measuring about 5 [five] cottahs 36 [thirty six] square feet be the same a little more or less in C.S. Dag No. 302 situated at Mouza Arakpur, Khatian No. 561, Plot No. 90, registration Office - Alipur, Touzi No. 151, in the District of South 24 Parganas, Sub-Registration office - Alipur, local known and K.M.C. Premises No. 188/6A, Prince Anwar Shah Road, Kolkata - 700045 under Assessee No. 210930902500, within the Municipal Limits of the Kolkata Municipal Corporation, Ward No. 093, containing the terms, conditions, stipulations and respective obligation as were agreed upon by the owners and the developer for the purpose of development of the said property;

AND WHEREAS by virtue of a registered Deed of Development.

Power of Attorney dated 10.02.2017, being Deed No. 160100301 for the

From 9026 to 9045, which was registered at the office of the D.S.R. –I South 24-Parganas, wherein the said Sri Samir Sengupta, Sri Shyamal Sengupta and Smt. Swapna Dhar, being the owners therein, duly appointed M/s. Neel Enterprise duly represented by its proprietress, namely Smt. Susmita Banerjee, as their lawful attorney for development of several flats together with right to sell in respect of said property, being All That piece and parcel of land measuring about 5 [five] cottahs 36 [thirty six] square feet be the same a little more or less in C.S. Dag No. 302 situated at Mouza Arakpur, Khatian No. 561, Plot No. 90, registration Office – Alipur, Touzi No. 151, in the District of South 24 Parganas, Sub-Registration office – ADSR Alipur, K.M.C. Premises No. 188/6A, Prince Anwar Shah Road, Kolkata – 700045 under Assessee No. 210930902500, within the Municipal Limits of the Kolkata Municipal Corporation, Ward No. 093.

and as per the Hindu Succession Act, the said legal heirs of Sri Samir Sengupta, since deceased, duly inherited the 1/3rd share and having undivided right, title and interest of the said property, which is morefully and particularly described in scheduled-A herein below;

AND WHEREAS thereafter, by virtue of a registered Deed of Gift, being Deed No. 160204205 for the year 2023 dated 13.03.2023, duly

recorded in Book No. 1, Volume No. 1602-2023, which was registered at the office of the D.S.R.-II South 24 Parganas, wherein one of the co-owners, namely Sri Shyamal Sengupta, out of his love and affection, duly gifted his undivided 1/3rd portion of the said property as described in the schedule-A herein below unto and in favour of his daughter Smt. Atrayee Sengupta.

AND WHEREAS thereafter, by virtue of a registered Deed of Gift, being Deed No. 190413027 for the year 2024 dated 03.09.2024, duly recorded in Book No. 1, Volume No. 1904-2024, which was registered at the office of the A.R.A.-IV Kolkata, wherein one of the co-owners, namely Smt. Shukla Sengupta, out of her love and affection, duly gifted her undivided 1/12th portion of the said property as described in the schedule-A herein below unto and in favour of her daughter Smt. Sahana Mukherjee.

AND WHEREAS thereafter, by virtue of a registered Deed of Gift, being Deed No. 190413026 for the year 2024dated 03.09.2024, duly recorded in Book No. 1, Volume No. 1904-2024, which was registered at the office of the A.R.A.-IV Kolkata, wherein one of the co-owners, namely Smt. Swapna Dhar, out of her love and affection, duly gifted her undivided 1/3rd portion of the said property as described in the schedule-A herein below unto and in favour of her daughter Smt. Sandipa Basu Mallick.

AND WHEREAS Sri Soumitra Sengupta (being the owner no.1 herein), Sri Sourav Sengupta (being the owner no.2 herein), Smt. Sahana Mukherjee (being the owner no.3 herein), Smt. Atrayee Sengupta (being the owner No. 4 herein) and Smt. Sandipa Basu Mallick (being the owner No. 5 herein) became the joint owners of ALL THAT the piece and parcel of plot of land measuring about 5 [five] cottahs 36 [thirty-six] square feet be the same little more or less comprised in C.S. Dag No. 302 situated at

Mouza -Arakpur, under Khatian No. 561, Plot No. 90, Registration Office Alipore, Touzi No. 151, in the District of South 24-Parganas, Sub-Registration Office Alipore, locally known and K.M.C. premises No. 188/6A, Prince Anwar Shah Road, Ward No.93, being Assessee No. 210930902500 which is morefully and particularly described in the scheduled-A herein below.

AND WHEREAS pursuant to the Development Agreement dated 07.02.2017, the predecessors-in-interest of the present owners duly handed over vacant and peaceful possession of the said premises to the Developer namely M/S Neel Enterprise. However, the Developer namely M/S Neel Enterprise was unable to obtain sanction plan for construction of a new building at the said premises within the time stipulated therein and failed to perform other obligations as mentioned under the said Development Agreement dated 07.02.2017 due to some unavoidable circumstances.

and/or nullify the Development Agreement dated 7th day of February, 2017, together with revocation of Development Power of Attorney dated 10.02.2017 against a full and final settlement amount of Rs.65,00,000/-(Rupees sixty five lakh) only as refund to the developer namely M/S Neel Enterprise duly paid by the vendors herein.

AND WHEREAS by virtue of such execution and registration of the cancellation of Development Agreement dated 3 to 124 registered in the Office of DSR II Mapped being Deed No. 13726 and Revocation of Development Power of Attorney dated 3 to 124 registered in the Office of DSR III Aller being Deed No. 9.739 in respect of the said property which is morefully and particularly described in the schedule A herein under is now free from all encumbrances.

AND WHEREAS the developer herein expressed her/his unwillingness to complete the development work upon the said property

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approached the owners herein and upon such approach the present owners herein also agreed to enter into a fresh Development agreement.

AND WHEREAS the present land owners and also the present developer have good right, full power and absolute authority to enter into this registered agreement for development in respect of the property which is morefully and particularly described in the schedule A hereunder as per the agreed terms and conditions, this agreement for development is executed between the parties on the following terms and conditions as mentioned herein under:-

NOW THIS AGREEMENT WITHNESSETH and it is hereby agreed upon by and between the parties hereto on the following terms and conditions.

ARTICLE - I - DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with: -

- 1.1 OWNER(S): shall mean the aforesaid Sri Soumitra Sengupta, Sri Sourav Sengupta, Smt. Sahana Mukherjee, Smt. Atrayee Sengupta and Smt. Sandipa Basu Mallick and their respective legal representatives administrators, executors and assigns.
- 1.2 DEVELOPER(S): shall mean and include the M/s. Chatterjee Enterprise, a sole proprietorship firm, represented by its sole proprietor Mr. Suman Chattopadhyay Alias Mr Suman Chattopadhay, and his heirs, successors, representatives, administrators, executors, agents, successor in office and assigns.

- 1.3 TITLE DEEDS: shall mean all the documents of title relating to the said land and premises, which shall be handed over and/or handed over in original to the Developer at the time of execution of the agreement.
- 1.4 PREMISES/PROPERTY: shall mean ALL THAT piece and parcel of land as described in the "A" schedule of this deed described herein below.
- 1.5 NEW BUILDING: shall mean the Multistoried Building (G+IV) as per available sanctioned area, which is to be constructed over the said premises as per plan to be sanctioned by the concerned Municipality / KMC / Municipal Corporation / Panchayet.
- 1.6 COMMONAREA FACILITIES AND AMENITIES: shall mean and include, corridors stair ways, passageways, driveways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and all other facilities which is to be attached with the proposed Building for better enjoyments Apartment Ownership Act or mutually agreed by and between the owners and the Developer.
- 1.7 COVERED AREA: shall mean the area covered with outer wall and constructed for the unit including fifty Percent area covered by the common partition wall between two units, and cent percent area covered by the individual wall for the unit plus proportionate area share of stair/lobby/other facilities etc. It is applicable for individual unit.
- 1.8 SALEABLE SPACE: shall mean the flat/units/Garage/space in the building available for independent use and occupation of the self-contained flat after making due provision for common amenities and facilities for better enjoyment against consideration.
- 1.9 SUPER BUILT UP AREA OF THE FLAT/UNIT/SPACE/
 GARAGE: shall mean and include the total covered area of the unit plus

minimum 20% service area, over the aforesaid total covered area, is applicable for individual unit.

1.10 BUILDING PLAN: shall mean such plan to be prepared by the Architect/ Engineer/L.B.S. for the construction of the building and to be sanctioned by the concerned Municipality / KMC / Municipal Corporation / Panchayat. Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration, or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by themselves.

I.11 OWNERS' ALLOCATION shall be ALL THAT the piece and parcel of entire top floor and one flat on the backside of the third floor of the proposed G+IV storied building and 3 of the 8 car parking spaces having an area of 120 square feet each on the ground floor along with right to use the common parts & common areas TOGETHER WITH UNDIVIDED proportionate share and interest in the land underneath the said portion mentioned in schedule 'A' herein below.

1.12 DEVLOPERS'/PROMOTERS' ALLOCTION: shall mean ALL THAT the piece and parcel of entire first floor and the entire second floor and one flat on the front side of the third floor of the proposed G+IV storied building and 5 of the 8 car parking spaces and commercial space (120 square feet) in the ground floor of the newly constructed building after providing the Owners' allocation to be constructed on the said premises including proportionate share of the common facilities and amenities.

1.14 TRANSFER: shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the

Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

1.15 Word importing singular shall include plural and vice versa.

1.16Wordimportingmasculine gender shall include feminine and neuter genders likewise words importing feminine genders shall include masculine and neuter genders.

ARTICLE - II: COMMENCEMENT & DURATION

The developer hereby undertakes to construct the building diligently 2.1 and expeditiously and ensure to make over the owners' allocation to the owners within 24 (twenty-four) months from the date of sanction of the building plan and handover the vacant peaceful possession of land of the proposed building, if not prevented by the circumstances beyond its reasonable control, such as natural calamities but the same would not stand over for an indefinite period. The developer shall take expeditious steps to prepare and obtain sanction of the building plan from KMC and in any event, will obtain the same within 3 months from the date of execution of this agreement. The developer will start the demolition and construction work immediately after receiving the sanction plan from the KMC. If the developer fails to obtain sanction of the building plan and it otherwise unable to commence construction within 6 months from the date of execution of this agreement, this agreement shall ipso facto stand terminated, and the developer shall make over vacant and peaceful possession of the said premises to the owners forthwith. If the developer fails to make over the owners' allocation to the owners within the period of 24 (twenty four) months from the receipt of the

building sanctioned plan, a fixed compensation of Rs.50,000/(Rupees fifty thousand) only per month is to be paid by the developer to the owners for the period consumed over 24 months not exceeding 90 days and if such state of affair shall continue for more than 90 days from the end of 24 months, in that event the owners shall be entitled to determine this agreement after having a discussion with the developer.

ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES

- 3.1 The owners hereby declare that they are the joint and absolute owners of the scheduled property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owners have good and marketable title over the said land.
- 3.2 That the owners hereby agreed that they will not grant lease, mortgage, charge or encumber the scheduled property in any manner whatsoever during the existing/ substance of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.
- 3.3. That the owners hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale

and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and for betterment of the project and also for the betterment of title over the Schedule property and the owner (s) also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the owner (s) herein.

- 3.4. That the owner(s) shall be liable and responsible for litigation, if any arose due to defects on their part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owners, then the Developer(s) will be entitled to get cost of litigation from the Landowner(s), which will be incurred by the developer(s) during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the owners' allocation shall not be considered the delay on the part of the Developer(s).
- 3.5. That the owner(s) hereby undertake(s) to deliver and/or handover all the Photostat copy and/or Original of all the Deeds and documents to the Developer(s) at the time of execution of this Agreement and if the Original documents is not delivered in favour of the Developer(s), then produce all the Original documents, whenever called for production of the same by the Developer(s).
- 3.6 That the Owner(s) hereby giving exclusive license to the Developer(s) to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorized the Developer(s) to enter into agreement for sale, lease, transfer, mortgage and to dispose of the Developer's Allocation.

3.7 The Owners hereby agree to execute a Registered Development Power of Attorney in favour of the Developer(s) or its nominated person/s in respect of the Developer's Allocation and also for the purpose of addition, alteration, revision of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owners and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owners will put their signature on the Agreement for Sale, Deed of conveyance after delivery of possession of the owner's allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the owner (s) herein will join in the Deed of Conveyance as owners for Transfer the Flat to the intending purchaser(s). 3.8 The owner(s) hereby undertake(s) not to do any act, deeds or things by which the Developer(s) may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the Developer's Allocation. If the Developer(s) fail(s) to deliver possession of the owners' Allocation within the stipulated period, then the owner(s) will be entitled to get compensation/damages from the Developer(s) as deemed fit by the Developer(s). Be it mentioned here that the Time will be of essence of the contract. 3.9 That the Owner(s) hereto without being influenced or provoked by

3.9 That the Owner(s) hereto without being influenced or provoked by anybody do hereby categorically declare that the Developer(s) shall continue to construct the building exclusively in the name of the Developer(s)/Development Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the Owner(s) shall have no financial participation and or involvement.

ARTICLE - IV:

DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION

4.1 The Developer(s) hereby agreed to complete the multi-storied (G+IV) building over the property as per the plan as sanctioned by the concerned Municipal Authority/ KMC/ Municipal corporation/ panchayet concern with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of G+IV Building will be submitted for sanction before the concerned Municipality/ KMC/ Municipal corporation/ panchayet.

4.2 The developer agrees and undertakes to appoint any Architect for construction of the proposed new building to be constructed at the said premises. The Architect shall continue till the Completion Certificate for the new building is issued by the K.M.C. and shall not be replaced without prior consent in writing of the owners. The type of constructional specification of materials to be used and detailed design of the building shall be as per the choice of the developer subject to the approval of the owners and the developer subject to the approval of the owners and the developer shall ensure that the building shall be constructed with Class-I standard building materials. However, the owner may, examine the constructional specification physically during the period of construction of the building and in event of any dispute or objection arising thereto, the owners shall first bring the same to the notice of the developer, who will set right the same or otherwise in case of negligence of the developer, the owner shall have right to take appropriate steps in accordance with law. It is expressly understood, agreed upon and accepted by the parties that construction of the new building at the said premises shall be carried out under the supervision of the project Architect, whose decision on construction related issues will be final and binding.

4.3 The Developer(s) hereby declares to take care of the local hazards or accidents during the continuation of construction and the owners shall have no liability to that effect.

4.4 All applications plans, papers and documents as may be required by the developer(s) for the purpose of sanction of Plan, Revised plan, and Addition/ Alteration of the building plan shall be submitted by the developer(s) with due signature of the owner(s) or on behalf of the owners as may be required and all costs expenses and charges be paid by the developer(s) and also for construction of the building thereon and the Developer(s) will pay all the payments and expenses required for clearance of the occupier thereof, either in cash or in area or in any other lawful manner.

4.5 The Developer(s) hereby agreed to deliver possession of the owners' allocation in the proposed new building in terms of ARTICLE-II: COMMENCEMENT & DURATION.

4.6It is also agreed that the delivery of possession of the owners' allocation will be made first and after that the Developer(s) will be entitled to handover possession of the Developer's Allocation and if required benefits of the parties hereto before or after completion of the building necessary supplementary Agreement will be executed. Be it pertinent to mention herein that the Developer(s) will obtain Completion Certificate (C.C.)at its/his/her/their own cost expenses and photocopy of the same will be given to all the owner(s)/occupier(s) of the units of the newly constructed building.

4.7That the notice for delivery of possession of the owners' Allocation shall be delivered by the developer(s) in writing or though the Advocate of the Developer(s) either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the owner(s) are bound to take possession within 30 days from the date of service of this letter. If the owner(s) fail(s) to take delivery of possession or neglected to do so, then it will be deemed that the owner's allocation already delivered and the Developer(s) shall be entitled to transfer the Developer's Allocation without any further notice.

That the owners shall have to clear all the dues if any due is caused due to extra work other than the specification of flat as mentioned in the schedule as mentioned below.

- 4.8That the Developer shall act as an independent contractor for the owners or of any person claiming in the matter of construction of the said building and also undertake to keep the owners indemnified for and against all thirdparty claims or compensation and acts and actions arising out of any act or omission or commission of the developer or any accident in or any accident in or in relation to the construction of the said building.
- 4.9The Developer hereby shall be entitled to appropriate the sum exactly as would be received from the sale of the debris of the building andthe owners shall have no claim on the demolition of the building including, but not limited to, bricks, scrap metals, iron grills and wooden doors and windows.
- 4.10 If there be any scope of further construction on and over the said proposed building by the developer, the additional FAR sanctioned if any, will be shared equally between the parties.

ARTICLE - V. CONSIDERATION, PROCEDURE& OWNERS ALLOCATION

- 5.1 In consideration of owners having agreed to grant exclusive right of construction to the developer to commercially exploit the said premises by constructing building thereon as per the sanctioned plan the owners shall be entitled to entire third floor and the flat on the Eastside of the fourth floor of the proposed G+IV storied building and 3 out of 8 sanctioned car parking spaces having an area of 120 square feet each on the ground floor hereinafter referred to as the "OWNERS ALLOCATION" as described in scheduled-B herein below.
- 5.2 That during the construction of the G+IV storied building, subsequently, if any previous outstanding liabilities and/or ancient legal complications arise regarding the title of the property, in that case, the owners shall be responsible for that.
- 5.3 The developer shall pay a sum of Rs. 35,000/-(Rupees Ten Thousand) onlyevery month to the owners for alternative comprising of 3 flats (two flats shall be 2 BHK and one flat shall be 3 BHK) as may be jointly selected and approved by the owners and the developer and the developer shall pay the rental charges to the owners for the alternative accommodation as above with effect from October, 2024 to such time as the developer delivers the owners' allocation, complete and ready in all respect and are fit for occupation with complete building certificate.
- 5.4 It is distinctly agreed and understood that the developer shall deliver 3 (three) nos. of flats to the owners along with the 3 parking spaces.

ARTICLE-VI CONSIDERATION AND SPACE OF DEVELOPER'S ALLOCATION:

- 6.1The remaining balance portion of the G+IV storied building i.e. 5nos. flats which shall contain the entire first floor and the entire second floor of the proposed G+IV building and the 1 flat on the Westside of the fourth floor, remaining 5 car parking spaces having an area of 120 square feet each on the ground floor and commercial space (120 square feet) in the ground floor shall be owned by the developer, hereinafter referred to as the Developer's allocation as described in the scheduled-C herein below.
- 6.2That the 50% of the roof area will exclusively belong to the developer and the balance 50% roof area will belong to the owners. In any event the developer will not entitle to deal with or dispose of any portion of the roof area.
- 6.3The owners shall be entitled to transfer or dispose of the owners' allocation in the building without disturbing the common facilities available thereon with the exclusive right to deal with enter into agreement for sale and transfer the same without any right, claim, demand, interest, whatsoever or howsoever of the developer and the developer or any person or persons lawfully claiming through the developer shall not in any way interfere with or disturb the quiet and peaceful possession of the owners' allocation by the owners or any person or persons claiming through the owners or the nominee or nominees of the owners.
- 6.4That the developer shall be exclusively entitled to the developer's allocation in the said building without disturbing the common facilities available thereon with the exclusive right to deal with, enter into

agreement for sale and transfer the same without any right, claim, demand, interest whatsoever howsoever of the owners and the owners or any person or persons claiming through the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation by the developer or any person or persons claiming through the developer or the nominee or nominees of the developer. And the owners shall execute and register the deed of conveyance in respect of the developer's allocation as and when called for by the developer.

- 6.5That the developer shall be liable to repair and/or construct at his/her own cost and defect, shrinkage or other faults which may appear in the proposed building/flats due to heat, frost, rain or storm during a period of one year from the date of handing over possession of the building.
- 6.6 That the developer herein out of the developer allocation shall provide a security room with toilet on the ground floor of the proposed new building at the said premises which is morefully and particularly described in the scheduled-A herein below.
- 6.7 That the developer herein shall appoint new security personnel for the proposed newly constructed flats at the said premises and the developer shall be bound to remove the erstwhile security prior to appointing new security personnel. During the tenure of the construction of the said premise, the developer shall be solely liable for any breach in security. In any event any grievances arise in vacating the erstwhile security personnel from the said premises then the developer herein shall take all necessary steps to vacate the erstwhile security personnel at his/her own cost and expenses prior to handing over the new flats to the owners

herein at the said premises which is morefully and particularly described in the scheduled-A herein below.

ARTICLE - VII. DEALINGS OF SPACE IN THE BUILDING

- 7.1 The Developer(s) shall on completion of the building put the owner(s) in undisputed possession in respect of the owners' allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the units/shops etc.
- 7.2 The Developer(s) being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/units/unit/ space together with right to proportionate share of land excluding the space/units/flat provided under the Developer's Allocation in the premises to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer(s) shall think fit and proper.
- 7.3 The Developer(s) shall at /his/her/their/its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. The Developer(s) shall on completion of the building shall obtain Completion Certificate from the Appropriate Authority concern at its own costs and expenses.
- 7.4 That the developer(s) shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, and other facilities as are required to be provided in respect of building having self-contained apartment and constructed for sale of

flats/shops/garages on ownership basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the owner(s) to the Developer(s) for their respective meters in the individual name(s) of the Owner(s). It is also mentioned that the Developer(s) will fix the sale rate for flat/garages etc. for Developer's allocation without consultation of the owner(s).

ARTICLE - VIII. COMMON FACILITIES

- 8.1 The Developer(s) shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the flats all the flats owner(s) will pay due according to his/her/their shares.
- 8.2 As soon as the respective self-contained flat is completed the developer(s) shall give written notice to the owner(s) requiring the owner(s) to take possession of the owner's allocation in the newly constructed building and after 30 (thirty) days from the date of service of such notice and at all times, thereafter the owner(s) shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owners' allocation the said rates to be apportioned pro-rata with reference to the saleable space in the building if any are levied on the building as whole.
- 8.3 The Owner(s) and Developer(s) shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes and other taxes) to the concerned authorities as levied by the Central or

State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the Owner(s) and the Developer(s). The owner(s) hereby agreed that he/she/they shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the owner(s) for the same the developer(s) will be entitled to get damages.

8.4 The owner(s) or his/her/their agents or representatives or any third party of the owners' behalf shall not do any act deed or things wherein the developer(s) shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the developer(s) is prevented by the owner(s) without any reasonable and/or justified reason, then the owner(s) or his/her/their legal representative(s) shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

ARTICLE - IX. COMMON RESTRICTIONS

THE OWNERS' ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS: -

9.1Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupies of the building.

- 9.2. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from KMC/ municipal / Municipal corporation/panchayet authority concern in this behalf.
- 9.3. Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.
- 9.4. The respective allottee or their transferees shall keep the interior walls, sewers, drains pipe and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from and against the consequences of any breach.
- 9.5. No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.
- 9.6. Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about be building or in the compound's corridors or any other portion or portions of the building.
- 9.7. Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance

or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

ARTICLE - X. OWNER'S DUTY & INDEMNITY

10.1. The owner(s) doth hereby agree and covenants with the Developer(s) not to cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said premises and if any such interference or hindrance is caused by the owner(s) or their heirs, agents, servants, representatives causing hindrance or impediments to such construction the owner(s) will be liable to repay entire amount invested by the developer(s) amount will be settled by the parties amicably. It is also further agreed that if the developer(s) is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contagious land owner(s), then owner(s) will be liable to pay cost of litigation to the Developer(s), which will be incurred by the Developer(s).

10.2. The owner(s) or their legal representative(s) herein will have no right/ authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/shops/units of the Developer's allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the owner(s) shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.

10.3. It is agreed that the owner(s) will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the owners' allocation in the building without any written consent from the Developer(s).

10.4. That the owner(s) and their legal heirs hereby declare and undertake that upon the demise of the owner/one of the owners, the legal heir(s) of the said owner/owners will join the Development Agreement and also execute fresh Power of Attorney and also other required documents in favour of the Developer(s) and also for the betterment of the project on the same terms and conditions mentioned herein.

ARTICLE - XI. DEVELOPER'S DUTY

11.1. That the Developer(s) hereby agree(s) and covenants with the Owner(s) not to do any act, deed or things whereby the Owner(s) /is/ are prevented from enjoying selling disposing of the owners' allocation in the building at the said premises after delivery of Re-possession thereof to the owner(s) and also obtain Completion Certificate (C.C.)/Occupancy Certificate from the competent Authority at its own costs and expenses.

11.2The Developer(s) hereby undertake/s to keep the Owner(s) indemnified against all third-party claims and actions arising out of any sort of act or omissions of the Developer(s) in relating to the making of construction of the said building. The developer(s) shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the owners'

share or allocation and also not to claim any amount from the sale proceeds of the owners' allocation.

ARTICLE - XII. MISCELLANEOUS

- 12.1 The Owner(s) and Developer(s) hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.
- 12.2 As and from the date of getting Completion Certificate of the building the developer(s) and/or its transferees and the owner(s) and/or his/her/their transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.
- 12.3 The building to be constructed by the developer(s) shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.

ARTICLE - XIII FORCE MAJEURE

13. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or

against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

ARTICLE - XIV. JURISDICTION COURT

14. It is hereby agreed by and between the parties that the competent civil court having jurisdiction to entertain or try any dispute between the parties in accordance with law which shall be binding upon the parties herein.

SCHEDULE 'A' REFERRED TO ABOVE (SAID PROPERTY)

ALL THAT the piece and parcel of plot of land measuring about 5 [five] cottahs 36 [thirty-six] square feet together with pucca structure measuring about 1000 square feet be the same a little more or less in C.S. Dag No. 302 situated at Mouza Arakpur, Khatian No. 561, Plot No. 90, Registration Office Alipore, Touzi No. 151, in the District of South 24-Parganas, Sub-Registration Office Alipore, locally known and K.M.C. premises No. 188/6A, Prince Anwar Shah Road, under Assessee No. 210930902500, butted and bounded in the manner following: -

On the North:20'-0" wide K.M.C. Road
On the East:Premises No. 188/77, Prince Anwar Shah Road
On the South:Premises No. 258 & 260, Prince Anwar Shah Road

On the West:25'-0" wide K.M.C. Road

SCHEDULE 'B' ABOVE REFERRED TO: (OWNER'S ALLOCATION)

ALL THAT the piece and parcel of entire top floor comprising of two self-contained flats and one flat on the back portion of the third floor of the proposed G+IV storied building and 3 out of 8 of the sanctioned car parking spaces having an area of 120 square feet each on the ground floor along with right to use the common parts & common areas TOGETHER WITH UNDIVIDED proportionate share and interest in the land underneath the said portion mentioned in schedule 'A' hereinbefore. Together a non-refundable consideration of Rs.65,00,000/- (Rupees sixty five lakhs only).

SCHEDULE 'C' ABOVE REFERRED TO: (DEVELOPER'S ALLOCATION)

ALL THAT the piece and parcel of entire first floor and the entire second floor and one front side flat on the third floor of the proposed G+IV storied building and 5 out of 8sanctioned car parking spaces and commercial space (120 square feet) in the ground floor of the newly constructed building (other than owners' allocation) along with right to use the common parts & common areas TOGETHER WITH UNDIVIDED proportionate share and interest in the land underneath the said portion mentioned in schedule 'A' hereinbefore.

SCHEDULE "D" ABOVE REFERRED TO: (COMMON AREAS AND FACILITIES)

ALL THAT the following areas shall be treated as common areas and facilities of the proposed building:

(a) Boundary Wall (b) Entrance gate (c) Entrance passage (d) Open spaces on the ground floor (e) Stair (f) Stair landing (g) Lobby (h) Roof (1) Underground water reservoir (j) Overhead water reservoir (k) Drains (I) Water pipelines (m) Soil pipelines (n) Exterior Walls, (o) Lift, lift well, etc.

SCHEDULE "E" ABOVE REFERED TO: (COMMON EXPENSES)

- (a) Cost and expenses for maintaining, repairing, decorating etc. of the said building and the said common areas and facilities to be enjoyed and/or to be used by the Purchaser in common with other Apartment Owners.
- (b) Cost of cleaning and lighting of passage, landings, staircase and other parts of the said building to be enjoyed or to be used by the Purchaser in common as aforesaid.
- (c) Electric charges for the pump, motor, common lights etc.
- (d) Cost of working and maintenance of common service such as line of filtered and unfiltered water, sewerage or drain, rainwater pipes, and water pipes, etc.
- (f) Cost of decoration of the exterior wall of the said building.

- Common expenses mean expenses for administration, maintenance, repair or replacement of the common areas and facilities and all other sums assessed against such apartment owners by the owner or the said Association as the case may be.
- Cost of maintaining, operating, replacing and installing Implements, including pump, motor, pipes, lift, etc. for the common services.
- Such expenses as would be necessary for or incidental to the said maintenance and upkeep of the said building.

SCHEDULE 'F' ABOVE REFERRED TO: GENERAL SPECIFICATION

Number of floors:

G+IV storied building with lift.

General:

The building shall be R.C.C framed structure as per design of the Architect/ LBS and sanctioned by the K.M.C.

Brick Wall:

All exterior brick / ACC Block work shall be 8"/10" thick with C.M. (1:6).
All partitions shall be 3" thick with bricks in C.M. (1:4). The partition wall
in between flats and kitchen and bathroom walls shall be 5" with C.M.
(1:4).

Flooring skirting & Dado:

- A. All rooms, verandah, kitchen, staircase are laid with vitrified tile on floor and skirting of 6" height.
- B. In toilets white Marble and Dado of 6'-0" heights with glazed tiles.
- C. In kitchen glazed tiles dado of 4' height over granite table top.

Plastering:

The outside of the building will have plaster of %" thick and the inside and the ceiling plaster will be of ½" thick.

Painting:

Waterproof cement based, snowcem paint / weather coat paint with choiceablecolour will be used on outside walls and inside walls be finished with plaster of Paris. All doors and windows will be painted with white primer enamel paints.

Doors & windows:

- A. Commercial flash door ISI marked with normal phenor and 32 mm thick only main door of each flat will have outside tick face. The door frames will be of Sal wood of section 4" x 2.1/2".
- B. All windows will be aluminium framed with glass and iron grill.

Plaster of Paris:

Plaster of Paris to be provided at bedroom, living and verandah and other living places.

Toilet & bathroom:

- A. One commode (Hindusthan/Parryware) with cistern.
- B. Shower.
- C. Wash Basin.
- D. Taps.
- E. One steel towel rod.
- F. Floor will be of marble.
- G. Each flat will have lofts and toilets.
- H. Provisions for Geyser.

Kitchen:

A. 5'-0" x 2" Table top to be provided at kitchen with granite finish.

- B. One sink.
- C. Two taps.

Stair case:

- Staircase room will be provided with stell window for light and ventilation as per design.
- 2. Cabin for electric motor.

Roof:

- 1. 3'-3" height parapet wall will be provided all round the roof, slab.
- Suitable PVC rainwater pipe for proper drainage of water from roof.
- Water proofing treatment will be provided for the roof.

Electrical installation:

- A. Separate meter for each flat (extra cost). Except the owners existing meter.
- B. Two light points, one fan point and a plug point in drawing/ dining and verandah.
- C. One fan point, two light points and one plug point, one A.C. point in bed room, drawing & dining room.
- D. One light and one plug point each in toilet and one light with multiple plug point inkitchen. ..
- E. One 15 amp plug point in living room and drawing/ dining room.
- F. Point for exhaust fan in kitchen and toilet.
- G. One 15 amp plug point each in kitchen and toilet.
- H. One calling bell point at the main door of each flat.
- One light point in staircase of each floor and one light point in verandah/ balcony. (Rain water pipe in verandah).

- J. One light point each on the roof, back and two sides of the ground floor common passage and at the entrance of the building.
- K. All wiring will be as per existing regulations.

Water supply:

- Overhead reservoir provided at the roof and also an underground reservoir R.C.C finished with waterproof compound to be provided.
- Suitable electrical pump with motor will be installed at ground floor to deliver water to overhead reservoir from the ground reservoir.

Lift:

4(Four) passengers capacity.

Letter Box:

One letter box marking each flat to be provided on the ground floor at the entrance of the building.

Boundary wall and main gate (outer gate) of the building will be provided by the developer including the security guard room with toilet.

The owners hereby empower the developer to act as its constituted attorney for development of the above property as follows:-

- To sign, execute, cancel, alter, draw, approve and all papers, documents, declarations, affidavits, applications, returns, confirmations and consents as may in any way be required to be so done, for and on connection with the said premises on behalf of the appointments.
- To appear before the Kolkata Municipal Corporation and/or any other authority/s and government departments and/or officers and also all other State, Executive, Judicial or Quasi-Judicial and other authorities and also all

Courts and Tribunals for sanction of the building plan/s and also for all the matters relating to the Said Premises.

- 3. To pay all outgoings, including Corporation taxes and other charges whatsoever payable for and on account of the said premises and receive refunds and other moneys in connection therewith attributable to the Developer's allocation only.
- 4. To sign, execute and submit all papers, documents, statements, affidavits, forms, undertakings, declarations, and plans as be required for having such plans sanctioned, modified and/or altered by the Kolkata Municipal Corporation.
- 5. To pay fees, obtain sanction and such other orders or permissions from the necessary authorities as be expedients for modification and/or alteration of plans concerning the Said Premises and other documents as may be required by the necessary authorities to this effect.
- 6. To commence, prosecute, enforce, defend, answer and oppose all actions and/or other legal proceedings, including any Suit or C proceedings and demands touching any of the matters relating to the Said Premises or any part thereof and to compromise, settle, refer to competent civil court, abandon, submit to judgement in any such action or proceedings aforesaid before any Civil or Criminal Court.
- 7. To sign, verify, declare and/or affirm, plaints, written statements, petitions, affidavits, verifications, objections, cross objections, counter claims, application for execution, revision, review, new trial or stay or of whatsoever nature, Mcmorandum of Appeal, Swear Affidavits and to do generally all other acts, deeds and things as the Said Attorney in its discretion shall think fit and proper in any proceedings or in any way therewith so as to defend our possession and title in the Said Premises.

- 8. To warn off and prohibit, and, if necessary, proceed in due form of law against all or any tenants/occupiers/trespassers in the Said Premises or any parts thereof and to take appropriate steps by legal actions and to abate all nuisances.
- For the purposes as aforesaid, to appoint Advocates and sign and execute Vakalatnama or any other documents, authorizing such Advocates to act and to terminate such authority and to pay fees of such Advocate/s.
- 10. To apply for and obtain electricity, gas, water, sewerage, drainage or any other connections of any other utilities in the said premises and also the completion and other certificates from the Kolkata Municipal Corporation, Fire Brigade authorities, WBSEDCL/CESC limited and/or other authorities and for that purpose and/or to make alterations therein and to close down and/or have disconnection of the same and for that to sign, execute and applications, documents and plans and do all other acts, deeds and things as may be deemed fit and proper by our Said Attorney to this effect.
- 11. To negotiate on terms for and to agree to and enter into and conclude any agreement for sale, transfer and/or leasing out the flats in the proposed Building/s and to sign and execute and deliver such agreements for sale/transfer of land thereof or any other agreement for holding/delivering possession of the flat/s in the proposed building/s at the Said Properties relating to the developer's allocated portion (other than our allocated portion).
- 12. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance consideration money to give valid receipts and discharge for the same other than the owners' allocated portions.

- 13. To sign and execute proper deed or deeds of conveyance/ conveyances in respect of the sale and/or transfer of all that undivided proportionate share or interest of land with building as standing thereon either in part or in full the particulars of such property more fully described in the Schedule hereto in favour of the purchaser or purchasers of developer's allocation and to present for registration of the same and to admit execute of the same and to do all necessary acts and deeds required for the purpose of registration of the said document in respect of the developer's allocated portion and to give valid discharge thereof and to do all acts deeds and things for registration of the deeds of transfer in respect of the developer's allocated portion.
- 14. To cancel any agreement and forfeit any money advanced by the prospective purchasers for reason of their committing default and/or file Suit for Specific Performance and to realize or unrealized amount together with interest and damages as the case may be and to do all such acts deeds matters and things in respect of selling and/or transferring the flats together with the undivided proportionate share in the land and to enter into all sorts of documents in commitments understanding etc. relating to the Developer allocation only.
- 15. To sign and execute and deliver Deed/s of Conveyance or Sale and all other instruments of transfer, undertakings, declarations, confirmations and to present the same whether executed by me or by our Said Attorney and to admit the execution thereof and present for registration before the Registrar of Assurances, Kolkata or any other District Sub-Registrar or Addl. District Sub-Registrar having jurisdiction concerning the said Premises or before any Notary Public in respect of the flats and the undivided proportionate share of land relating to the developer's allocated portion.

- 16. To give inspection of the original title deeds and other related papers before the Kolkata Municipal Corporation or to any recognized financial institution enabling the prospective purchaser/purchasers to avail housing finance from any Bank or recognized financial institution and to sign and execute all such related papers to complete the formalities in favour of the prospective purchaser/ purchasers to avail the housing loan.
- 17. To sign, execute and register any Deed of Mortgage relating to any part or portion or saleable space or spaces of the developer's allocated portion in the proposed building to facilitate any prospective purchaser/purchasers to avail housing loan or housing financial from any Bank or recognized financial corporation without creating any liability upon us towards the repayment thereof and perform all such formalities to that effect.
- 18. To deliver possession and/or make over the portions and issue letter of possession and to do and perform all and everything that shall be necessary for completing the sale. To receive all moneys, advances and also the balance of the purchase amount from the Purchaser/s and grant proper receipts in respect of the amounts to be received on sale and disposal of portions, etc. and/or otherwise in connection with the flats/apartments/ spaces/portions/car parking spaces in the Said Building (only developer's allocated portion).

AND to do all acts, deeds and things concerning the authorities as enumerated hereinabove hereby granted in respect of the Said Premises for the purpose of sanction of the building plan which we ourselves, could have done lawfully under our own hand and seal if personally present AND we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done in or about the Said Premises as contained hereinabove.

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

Signed sealed and delivered in presence of: -

1. Joydeep Bammalliek 3/1 S. H. K. B. Sanani South Dun Dum Kol Kata-700 074

1. Menhoyda 2. Jelangapta

3. Sahana Mukhorjee 4. Absoyee Sengupta

5. Sandija Basu Hallide

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Signature of the owners

NSTRØCTION

Partn

Signature of the developer

Drafted by me and

prepared in my chamber WB-1536/03

Alipore Judges' Court Bar Library Room No. 2, Kolkata - 700027

Memo of Consideration

Received a sum of Rs.65,00,000/- (Rupees Sixty Five lakhs) only of and from the party of the second part/developer in the manner as follows:-

RITIGIS NO - IDIBR52024100341304931

RITIGIS NO - IDIBR52024100341304931

Rankel Ballian Bank.

RS-65,00009

Rasberil Anom. RS-65,00009

Sandipa Baru Malliele

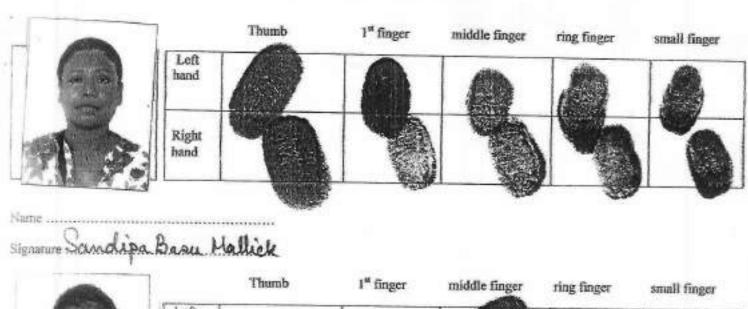
Witnesses:-1) Jayacep Bom Malhich

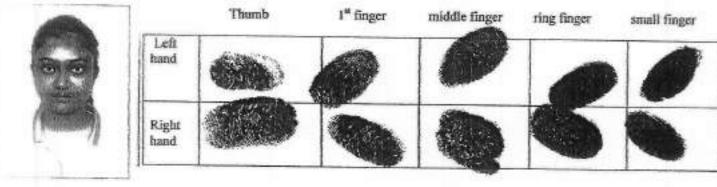
Signature of the Owners/First Party

Sahana New Khoyee

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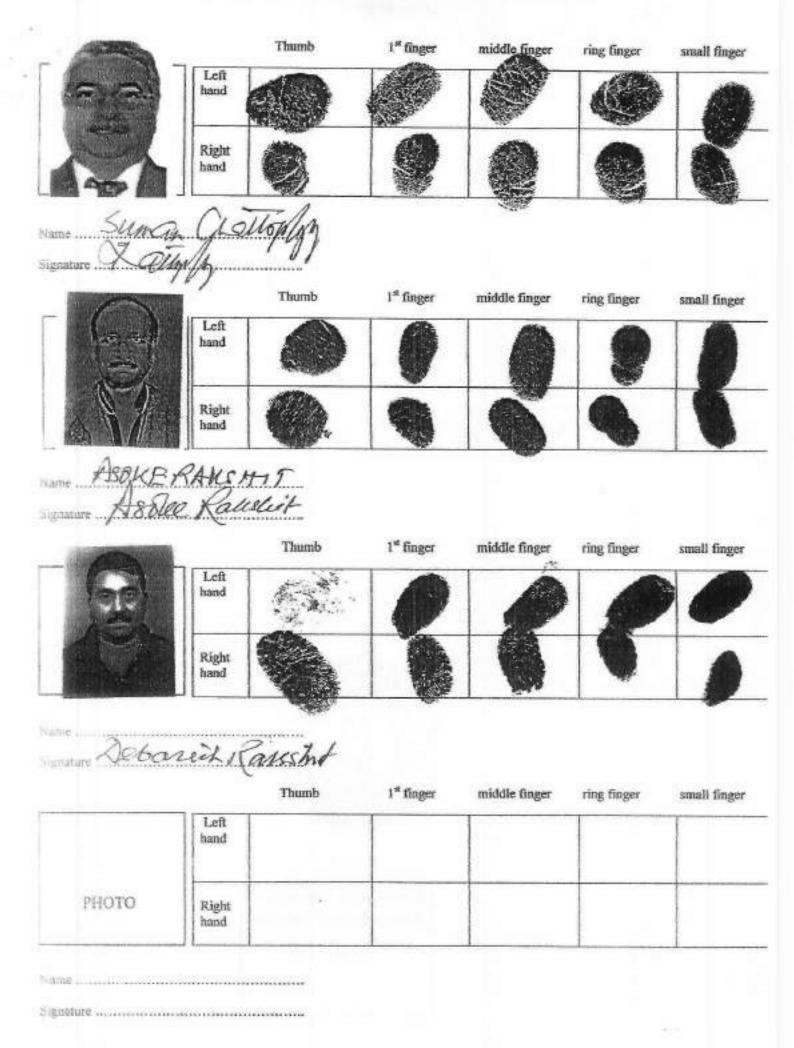
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Left hand

Right hand

Name

Signature



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





Payment Ref. No:

GRN Details						
GRN:	192024250236745218	Payment Mode:	SBI Epay			
GRN Date:	01/10/2024 17:13:15	Bank/Gateway:	SBIePay Payment Gateway			
BRN:	5016190825239	BRN Date:	01/10/2024 17:13:34			
Gateway Ref ID:	CHR2382266	Method:	State Bank of India NB			
GRIPS Payment ID:	011020242023674520	Payment Init. Date:	01/10/2024 17:13:15			

[Quary Nor*/Query Year]

Depositor Details

Payment Status:

Depositor's Name: Mr SUMAN CHATTOPADHYAY

Successful

Address: 113A, BALLYGUNGE GARDENS, KOL 29

Mobile: 9836722708
Period From (dd/mm/yyyy): 01/10/2024
Region To (dd/mm/yyyy): 01/10/2024

Period To (dd/mm/yyyy): 01/10/2024

Payment Ref ID: 2002608186/2/2024 Dept Ref ID/DRN: 2002608186/2/2024

Payment Details

SI. No.	Payment Ref. No. w	Head obyyc Desemption	Head of A/C	Amount (₹)
18	2002608186/2/2024	Property Registration-Stamp duty	0030-02-103-003-02	39971
2	2002608186/2/2024	Property Registration-Registration Fees	0030-03-104-001-16	65028

Total

2002608186/2/2024

IN WORDS: ONE LAKH FOUR THOUSAND NINE HUNDRED NINETY NINE ONLY.

Done 7 of 1

Major Information of the Deed

Deed No:	1-1602-13927/2024	Date of Registration 03/10/2024		
Query No / Year 1602-2002608186/2024		Office where deed is registered		
Query Date	01/10/2024 12:16:40 PM	D.S.RI I SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name, Address & Other Details		na : Alipore, District : South 24-Parganas, WEST No. : 9836722708, Status :Deed Writer		
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs: 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration: 2], [4311] Other than Immovable Property, Receipt [Rs: 65,00,000/-]		
Set Forth value	Acceptance of the Color	Market Value		
Rs. 2/-	TALESMANIE PHOLE- IN MANAGES IN	Rs. 2,70,91,396/-		
Stampduty Paid(SD)	· · · · · · · · · · · · · · · · · · ·	Registration Fee Paid		
Rs. 40,071/- (Article:48(g))		Rs. 65,060/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing the assement slip.(Urban		

Land Details:

District: South 24-Parganas, P.S.- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pr Anwar Shah Road, , Premises No: 188/6A, , Ward No: 093 Pin Code : 700045

Sch No	Control of the Contro	Khatian Number	Land	Market Control of the	Area of Land		Market Value (In Rs.)	Other Details
Lt	(RS :-)		Bastu		5 Katha 36 Sq Ft	70.00		Width of Approach Road: 25 Pt.,
	Grand	Total:			8.3325Dec	1/-	263,41,396/-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
81	On Land L1	1000 Sq Ft.	1/-	7,50,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete

	Alger of the Street See St	ATTENDED		
Total:	1009 sq ft	1/-	7,50,000 /-	

Land Lord Details:

0	Name, Address, Photo, Finger,	ulnt and Signatur	C.	
	Name: 14	Photo	offinger Print	Stignature Co.
	SOUMITRA SENGUPTA Daughter of Late SAMIR KUMAR SENGUPTA Executed by: Self, Date of Execution: 03/10/2024 , Admitted by: Self, Date of Admission: 03/10/2024 ,Place : Office	7	Captured	Stenfroh
		03/10/2004	1.70	83/19/2024

188/6A, PR ANWAR SHAH ROAD, City:-, P.O:- LAKE GARDENS, P.S:-Lake, District:-South 24Parganas, West Bengal, India, PIN:- 700045 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX0 , PAN No.:: SMxxxxxx7G,Aadhaar No Not Provided by UIDAI, Status:Individual, Executed by: Self, Date of Execution: 03/10/2024

Admitted by: Self, Date of Admission: 03/10/2024 , Place: Office

Name	Photo	Finger Print	Signature (1)
SOURAY KUMAR SENGUPTA Son of Late SAMIR KUMAR SENGUPTA Executed by: Self, Date of Execution: 03/10/2024 . Admitted by: Self, Date of Admission: 03/10/2024 ,Place . Office		Captured	المسكمة
Trong and the second second	63/10/2024	6.71 93(19/2024	03/10/2024

188/6A, PR ANWAR SHAH ROAD, City:-, P.O:- LAKE GARDENS, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX2, PAN No.:: QSxxxxxx8M, Aadhaar No: 36xxxxxxxx6752, Status: Individual, Executed by: Self, Date of Execution: 03/10/2024, Admitted by: Self, Date of Admission: 03/10/2024, Place: Office

3	Name	Photo **	Finger Print	Signature
	SAHANA MUKHERJEE Daughter of Late SAMIR KUMAR SENGUPTA Executed by: Self, Date of Execution: 03/10/2024 , Admitted by: Self, Date of Admission: 03/10/2024 ,Place : Office		Captured	School Milenger
		03/16/2024	63/16/245 C71	E3/10/2004

188/6A, PR ANWAR SHAH ROAD, City:-, P.O:- LAKE GARDENS, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX3, PAN No.:: BFxxxxxx6Q, Aadhaar No: 97xxxxxxxx6329, Status: Individual, Executed by: Self, Date of Execution: 03/10/2024 Admitted by: Self, Date of Admission: 03/10/2024, Place: Office

ATRAYEE SENGUPTA Daughter of SHYAMAL SENGUPTA Executed by: Self, Date of Execution: 03/10/2024 , Admitted by: Self, Date of Admission: 03/10/2024 ,Place : Office Photo Finger Print Signature Capture Capture Signature

188/6, PR ANWAR SHAH ROAD, City:-, P.O:- LAKE GARDENS, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-2XX4, PAN No.:: BIXXXXXX1E, Aadhaar No: 93xxxxxxxx2176, Status:Individual, Executed by: Self, Date of Execution: 03/10/2024, Admitted by: Self, Date of Admission: 03/10/2024, Place: Office

5	Name	Photo	Finger Print	Signature
	SANDIPA BASU MALLICK Daughter of Late DIPAK DHAR Executed by: Self, Date of Execution: 03/10/2024 , Admitted by: Self, Date of Admission: 03/10/2024 ,Place : Office		Captured	Sindya Bran Martin
	A CONTRACT OF THE CONTRACT OF	03/16/2924	E31000034	65/16/2024

3/1, S H K B SARANI, City:-, P.O:- MOTDHEEL, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX4, PAN No.:: CZxxxxxx8M, Aadhaar No: 23xxxxxxxx6568, Status:Individual, Executed by: Self, Date of Execution: 03/10/2024, Place: Office

Daveloper Details :

St No	Name, Address, Photo, Finger print and Signature	
1	C R CONSTRUCTION 65/1A, HINDUSTHAN PARK, City:-, P.O:- SARAT BOSE ROAD, P.: West Bengal, India, PIN:- 700029 Date of Incorporation:XX-XX-2XX4	, PAN No.:: AAxxxxxx8B,Aadhaar No Not

Representative Details:

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
	SUMAN CHATTOPADHYAY (Presentant) Son of Late SANTOSH CHATTOPADHYAY Date of Execution - 03/10/2024, Admitted by: Self, Date of Admission: 03/10/2024, Place of Admission of Execution: Office		Captured	Jany Ja
		Oct 3 3894 3:45PM	E31 09100924	63/19/1624

113A, BALLYGUNGE GARDENS, City:--, P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: ACxxxxx9B, Aadhaar No: 44xxxxxxx0755 Status: Representative, Representative of : C R CONSTRUCTION (as PARTNER)

Name Name	Photo	Finger Print	Signature ()
ASOKE RAKSHIT Son of ASWINI KUMAR RAKSHIT Date of Execution - 03/10/2024, Admitted by: Self, Date of Admission: 03/10/2024, Place of			Aska Rosset
Admission of Execution: Office	Oct 33434 3'mlast	LTI 03/10/2024	earness4

N-238/3, FATEPUR 2ND LANE, City:-, P.O:- GARDEN REACH, P.S:-Metiaburutz, District:-South 24-Parganas, West Bengal, India, PIN:- 700024, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1, PAN No.:: ACxxxxxx3H, Aadhaar No: 92xxxxxxx259 Status: Representative, Representative of : C R CONSTRUCTION (as PARTNER)

Status : Representative, Repre	Photo	Finger Print	Signature - Signature
DEBASIS RAKSHIT Son of ASWIN! KUMAR RAKSHIT Date of Execution = 03/10/2024, Admitted by: Self, Date of Admission: 03/10/2024, Place of		Captured Captured	Sobart Rushit
Admission of Execution: Office	Oct 3 2624 3:46PM	F.22	CH, P.S:-Metiaburutz, District:-South

N-238/3, FATEPUR 2ND LANE, City:-, P.O:- GARDEN REACH, P.S:-Metiaburutz, District:-South 24-Parganas, West Bengal, India, PIN:- 700024, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6, PAN No.:: ACxxxxxx7J, Aadhaar No: 23xxxxxxxx5245 Status: Representative, Representative of: C R CONSTRUCTION (as PARTNER)

Name GOUTAM DEY Son of Late K C DEY ALLPORE City: P.O: ALIPORE, P.S: Alipore, Dietrict: South 24-Parganse, Wast Bengal India, PIN: 700027 03/10/2024 03/10/2024 03/10/2024 03/10/2024 03/10/2024 O3/10/2024 O3/10/2024

	er of property for L1	To. with area (Name-Area)	
SI.No	L. J. William	10. WILLIAMON A GERS DOC	
HUNDIC:	SOUMITRA SENGUPTA	C R CONSTRUCTION-1.6665 Dec	
2	SOURAV KUMAR SENGUPTA	C R CONSTRUCTION-1.6665 Dec	
	SAHANA MUKHERJEE	C R CONSTRUCTION-1.6665 Dec	
d	ATRAYEE SENGUPTA	C R CONSTRUCTION-1.6665 Dec	
6	SANDIPA BASU MALLICK	C R CONSTRUCTION-1,6665 Dec	
Trans	fer of property for S1		
	From	To. with area (Name-Area)	
95740	SOUMITRA SENGUPTA	C R CONSTRUCTION-200.00000000 Sq Ft	
2	SOURAV KUMAR SENGUPTA	G R CONSTRUCTION-200.00000000 5411	
2	SAHANA MUKHERJEE	C R CONSTRUCTION-200.00000000 Sq Ft	
3	ATRAYEE SENGUPTA	C P CONSTRUCTION-200.00000000 Sq Ft	
4		C R CONSTRUCTION-200,00000000 Sq Ft	
5	SANDIPA BASU MALLICK	CROOK	

Endorsement For Deed Number: 1 - 160213927 / 2024

On 03-10-2024 Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duty 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 15:27 hrs on 03-10-2024, at the Office of the D.S.R. 41 SOUTH 24-PARGANAS by SUMAN CHATTOPADHYAY ...

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 2,70,91,396/-

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

Execution is admitted on 03/10/2024 by 1. SOUMITRA SENGUPTA, Daughter of Late SAMIR KUMAR SENGUPTA, 188/6A, PR ANWAR SHAH ROAD, P.O. LAKE GARDENS, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession House wife, 2. SOURAV KUMAR SENGUPTA, Son of Late SAMIR KUMAR SENGUPTA, 188/6A, PR ANWAR SHAH ROAD, P.O. LAKE GARDENS, Thans: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession Service, 3. SAHANA MUKHERJEE, Daughter of Lake SAMIR KUMAR SENGUPTA, 188/6A, PR ANWAR SHAH ROAD, P.O. LAKE GARDENS, Thans: Lake, , South 24 -Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession Service, 4. ATRAYEE SENGUPTA, Claughter of SHYAMAL SENGUPTA, 188/6, PR ANWAR SHAH ROAD, P.O. LAKE GARDENS, Thana: Lake, , South 24-Pargianas, WEST BENGAL, India, PtN - 700045, by caste Hindu, by Profession Service, 5, SANDIPA BASU MALLICK, Daughter of Late DIPAK DHAR, 3/1, S H K B SARANI, P.O. MOTLIHEEL, Thans: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession House wife

indetified by GOUTAM DEY, . , Son of Late K C DEY, ALIPORE, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 03-10-2024 by SUMAN CHATTOPADHYAY, PARTNER, C R CONSTRUCTION (Partnership Firm), 65/1A, HINDUSTHAN PARK, City:-, P.O:- SARAT BOSE ROAD, P.S.-Gariahat, District:-South 24-Parganas,

indeblied by GOUTAM DEY, , , Son of Late K C DEY, ALIPORE, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, West Bengal, India, PIN:- 700029 WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 03-10-2024 by ASOKE RAKSHIT, PARTNER, C R CONSTRUCTION (Partnership Firm), 65/1A, HINDUSTHAN PARK, City:-, P.O.- SARAT BOSE ROAD, P.S.-Geriahet, District:-South 24-Pargenas, West

indetified by GOUTAM DEY, ., Son of Late K C DEY, ALIPORE, P.O: ALIPORE, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 03-10-2024 by DEBASIS RAKSHIT, PARTNER, C.R. CONSTRUCTION (Partnership Firm), 65/1A, HINDUSTHAN PARK, City:-, P.O:- SARAT BOSE ROAD, P.S. Gariahat, District:-South 24-Parganas, West

Indelfiled by GOUTAM DEY, ... Son of Late K C DEY, ALIPORE, P.O. ALIPORE, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Certified that required Registration Fees payable for this document is Rs 65,060.00/- (B = Rs 65,000.00/- ,E = Rs 28.00/- .H = Rs 28.00/- .M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 65,026/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/10/2024 5:13PM with Govt, Ref. No: 192024250236745218 on 01-10-2024, Amount Rs: 65,028i-, Bank: SSI EPay (SBiePay), Ref. No. 5016190825239 on 01-10-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,071/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,971/-

Description of Stamp

Stamp: Type: Impressed, Serial no 322927, Amount: Rs.100.00/-, Date of Purchase: 27/09/2024, Vendor name: SMRITI BIKASH DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/10/2024 5:13PM with Govt. Ref. No: 192024250236745218 on 01-10-2024, Amount Rs: 39,971/-, Bank: SBI EPay (SBIePay), Ref. No. 5016190825239 on 01-10-2024, Head of Account 0030-02-103-003-02

Your

Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 462950 to 463004 being No 160213927 for the year 2024.



Digitally signed by Suman Basu Date: 2024.10.23 14:06:51 +05:30 Reason: Digital Signing of Deed.

(Suman Basu) 23/10/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
West Bengal.