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AP 207881

Certified that the document is admitted to  
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endorsement sheets attached with the  
document are the part of this document.

District Sub-Register-II  
Alipore, South 24-Parganas

DEVELOPMENT AGREEMENT

22 MAR 2023

THIS DEVELOPMENT AGREEMENT is made on this  
22<sup>nd</sup> day of March, 2023 of the Christian Era.

BETWEEN

TAPAN NASKAR PAN: ADBPN6094R, Aadhaar No. 6950  
7863 3146 ) son of Late Subal Chandra Naskar alias Subal  
Naskar, by faith-Hindu, by occupation-Business, by Nationality  
- Indian, residing at 67, Brij Purba Naskarpara, P.O-Garia, P.S-  
Patuli, Kolkata -700084, in the District 24-Parganas (South),



hereinafter referred to and called as the "LANDOWNER/ FIRST PART" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to be mean and include his legal heirs, executors, administrators, legal representatives, nominees and/or assigns) of the FIRST PART.

AND

P.S.G.CONSTRUCTION PAN: ABCFP8582F, a partnership Firm having its office at 179, Brij Purbapara, P.O- Garia, P.S- Patuli, Kolkata-700084, in the District 24-Parganas (South),, West Bengal, represented by its partners 1. SMT. PAPIYA NASKAR (PAN: AKZPB0291M, Aadhar No. 5092 4587 2914) wife of Sri Tapan Naskar, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 67, Brij Purb Naskarpara, P.O- Garia, P.S-Patuli, Kolkata-700084, in the District of South 24-Parganas, 2. SRI SUNIL MONDAL (PAN: BEYPM5123B, Aadhar No.2623 0557 6636), son of Late Upendra Mondal, by faith- Hindu, by occupation - Business, by Nationality- Indian, residing at G-141, B.P.Township Patuli, P.O-Panchasayar, P.S-Patuli, Kolkata -700094, in the District of South 24-Parganas and 3. GOURAV MONDAL PAN: BTTPM3828H, Aadhar No. 3675 5205 6793, son of Sri K.S.Mondal, By faith- Hindu, By Occupation- Business, By nationality-Indian, residing at Flat No.3A, Second Floor, Indu Apartment, Garia Station Road, Balia More, P.O-Garia, P.S- Narendrapur, Kolkata-700084, in the District of South 24-Parganas, hereinafter called and referred to as the said "DEVELOPER /SECOND PARTY " (which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include its successor in office, heirs, executors, legal representatives and assigns) of the SECOND PART.



WHEREAS:

1. By virtue of a partition Deed dated 24<sup>th</sup> Day of May 1987 corresponding to Bengali Era 9 Jaistha 1394 among the co-sharer i.e. three brothers namely Makhanlal Naskar , Subal Chandra Naskar and Ashim Kumar Naskar all are sons of Late Ashutosh Naskar of Briji, P.S- Formerly Jadavpur now Patuli, Kolkata-700084 which was duly registered in the A.D. S.R.Office at Alipur and recorded in Book No.1, Volume No. 24, Pages 55 to 62, being No. 791 for the year 1987. One of the Co-sharer Subal Chandra Naskar the father of the Owner Tapan Naskar herein was allotted ALL THAT the bastu land measuring 7 Cottah 10 Chittaks 34sq.ft being Plot No. B/1, Comprised in C.S. Dag No. 634, R.S.Dag No. 743, appertaining to C.S.Khatian No. 92, R.S Khatian No. 28, Mouza Brizi, Touzi No. 39, Revenue Survey No. 1, J.L. No. 27, Pargana Khaspur, now within Limits of the Kolkata Municipal Corporation, under ward No. 110, in the district 24- Parganas (South) along with other properties as fully mentioned in the in the "GA" schedule of the said Deed of partition.
2. Subsequently through inadvertence and mistake on 01/03/1992 a deed of declaration was executed and registered amongst the heirs of the said Makhanlal Naskar as well as Subol Chandra Naskar and Asim Kumar Naskar which was registered at the A.D.S.R office at Alipur , in the district 24- Parganas (South) and recorded in Book No.1, Volume No. 23, Pages 201 to 206, being No. 641 for the year 1999.
3. After such allotment said Subal Chandra Naskar by a deed of settlement dated 30/03/1992 transferred ALL THAT the Danga land measuring 3 Cottah 13 Chittaks 24 sq.ft being plot No. B/5, comprised in C.S. Dag No. 606, R.S.Dag No. 737, appertaining to C.S.Khatian No. 92, R.S Khatian No. 28 and ALL THAT the bastu land measuring 3 Cottah 0 Chittaks 33sq.ft being Plot No. B/3, Comprised in C.S. Dag No. 634, R.S. Dag No. 743, appertaining to C.S. Khatian No. 92, R.S Khatian



No. 28 of Mouza Brizi, Touzi No. 39, Revenue Survey No. 1, J.L. No. 27. now within Limits of the Kolkata Municipal Corporation, under ward No. 110, in the district 24- Parganas (South) as stated in the "KA" schedule property infavour of his wife Smt. Minati Naskar and ALL THAT the bastu land measuring 7 Cottah 12 Chittaks being Plot No. B/1, comprised in C.S. Dag No. 634, R.S.Dag No. 743, appertaining to C.S.Khatian No. 92, R.S Khatian No. 28, Mouza Brizi, Touzi No. 39, Revenue Survey No. 1, J.L. No. 27, now within Limits of the Kolkata Municipal Corporation, under ward No. 110, in the district 24- Parganas (South) as stated in the "KHA" schedule property infavour of his son Tapan Naskar duly registered in the A.D.S.R.Office at Alipur and recorded in Book No.1, Volume No. 23, Pages 205 to 212, being No. 1371 for the year 1992.

4. Said Subol Chandra Naskar died intestate on 21/05/2014 and per said deed of settlement dt. 30/03/1992 Tapan Naskar the owner herein has become the owner the bastu land measuring 7 Cottah 12 Chittaks being Plot No.B/1 due to typographical mistake in the said deed of settlement the area of land was written 7 Cottah 12 Chittaks being Plot No.B/1, in place of land measuring 7 Cottah 10 Chittaks 34sq.ft being Plot No. B/1, Comprised in C.S. Dag No. 634, R.S.Dag No. 743, appertaining to C.S.Khatian No. 92, R.S Khatian No. 28, Mouza Brizi, Touzi No. 39, Revenue Survey No. 1, J.L. No. 27, Pargana Khaspur, now within Limits of the Kolkata Municipal Corporation, under ward No. 110, in the district 24- Parganas (South) and on physical measurement the aforesaid land has come the land measuring 7 Cottah 10 Chittaks 7 sq.ft be the same a little more or less comprised in C.S. Dag No. 634, R.S.Dag No. 743, appertaining to C.S.Khatian No. 92, R.S Khatian No. 28, Mouza Brizi, Touzi No. 39, Revenue Survey No. 1, J.L. No. 27, P.S-Patuli, in the district 24- Parganas (S) now within Limits of the Kolkata Municipal Corporation, Under ward No. 110.



5. Said Tapan Naskar the owner herein during his possession by a registered deed of gift dated 06/03/2023 transferred the land measuring 3 Chittaks 1.26 sq.ft. more or less out of 7 Cottah 10 Chittaks 7 sq.ft be the same a little more or less comprised in C.S. Dag No. 634, R.S.Dag No. 743, appertaining to C.S.Khatian No. 92, R.S Khatian No. 28, Mouza Brizi, Touzi No. 39, Revenue Survey No. 1, J.L. No. 27, P.S-Patuli, in the district 24- Parganas (South) now within Limits of the Kolkata Municipal Corporation, Under ward No. 110 in favour of his wife Smt. Papiya Naskar duly registered in the A.D. S.R.Office at Alipur and recorded in Book No.1, being deed No. 3487 for the year 2023 and after such transfer Tapan Naskar the owner herein is possessing the said bastu land measuring 7 Cottah 7 Chittaks 5.741 sq.ft be the same a little more or less comprised in C.S. Dag No. 634, R.S.Dag No. 743, appertaining to C.S. Khatian No. 92, R.S Khatian No. 28, Mouza Brizi, Touzi No. 39, Revenue Survey No. 1, J.L. No. 27, P.S-Patuli, in the district 24- Parganas (South) now within Limits of the Kolkata Municipal Corporation, Under ward No. 110 and he has mutated his name in the records of the B.L.L.R.O Kasba and also recorded his name in the records of the Kolkata Municipal Corporation being Municipal Premises No.67/3, Brij East, Assessee No. 31-110-03-0146-9, under ward No. 110, in the district 24- Parganas (South) more fully described in the FIRST SCHEDULE hereunder written and he is seized and possessed.

6. The owner herein with an intention to develop the said property and/ or to construct a multi-storied building thereon approached the Developer herein which is being assured by the owner that the said property is free from all encumbrances , attachments, charges , claims and demand the Developer herein rely upon the owner's representation has agreed to develop the said property by constructing a G+IV storied building thereon consisting of several independent flats, shops, car Parking spaces and other spaces at their costs and



finance as per sanctioned building plan to be obtained from the Kolkata Municipal Corporation as per terms and conditions mentioned herein after:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

1) That in this agreement unless otherwise agreed upon the following expressions will have the following meaning :-

a) PREMISES shall mean all that piece and parcel of Bastu land measuring about ALL THAT the bastu land measuring 7 Cottah 7 Chittaks 5.741 sq.ft be the same a little more or less being Plot No.B/1, comprised in C.S. Dag No. 634, R.S.Dag No. 743, appertaining to C.S. Khatian No. 92, R.S Khatian No. 28, Mouza Brizi, Touzi No. 39, R.S No. 1, J.L. No. 27, Pargana Khaspur, P.S-Patuli, in the district 24- Parganas (South) now within Limits of the Kolkata Municipal Corporation, being Municipal Premises No.67/3, Brij East, Under ward No.110, in the District 24-Parganas (South).

b) PLAN shall mean plan or plans to be prepared by the registered Architect/ L.B.S. and to be obtained sanction building plan from the Kolkata Municipal Corporation for construction of a multi-storeyed building at the said premises No.67/3, Brij East, within the Limits of The Kolkata Municipal Corporation, Under Ward No.110, in the District 24-Parganas (South).

c) LANDOWNER shall mean TAPAN NASKAR son of Late Subal Chandra Naskar, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 67, Brij Purba Naskarpara, P.O-Garia, P.S-Patuli, Kolkata-700084, in the District 24-Parganas (South), and his legal heirs, legal representatives, executors, administrators and assigns.



d) DEVELOPER shall mean P.S.G.CONSTRUCTION a partnership Firm having its office at 179, Brij Purbapara, P.O- Garia, P.S-Patuli, Kolkata-700084, in the District of 24-Parganas, West Bengal, represented by its partners 1. SMT. PAPIYA NASKAR wife of Sri Tapan Naskar, residing at 67, Brij Purba Naskarpara, P.O- Garia, P.S-Patuli, Kolkata-700084, in the district 24- Parganas (South), 2. SRI SUNIL MONDAL son of Late Upendra Mondal, residing at G-141, B.P. Township Patuli, P.O-Panchasayar, P.S- Patuli, Kolkata -700094, in the district 24- Parganas (South) and 3. GOURAV MONDAL son of Sri K.S.Mondal, residing at Flat No.3A, Second Floor, Indu Apartment, Garia Station Road, Balia More, P.O-Garia, P.S-Narendrapur, Kolkata-700084, in the district 24- Parganas (South).

e) NEW BUILDING shall mean the building to be constructed as multi storied building on the said Bastu land ALL THAT the bastu land measuring 7 Cottah 7 Chittaks 5.741 sq.ft be the same a little more or less being Plot No.B/1, comprised in C.S. Dag No. 634, R.S.Dag No. 743, appertaining to C.S. Khatian No. 92, R.S Khatian No. 28, Mouza Brizi, Touzi No. 39, Revenue Survey No. 1, J.L. No. 27, P.S-Patuli, now within Limits of the Kolkata Municipal Corporation, being Municipal Premises No.67/3, Brij East, Under ward No.110, in the District 24-Parganas (South) by the Developer in accordance with the Building Plan or Plans to be prepared by the registered Architect and sanctioned by the Kolkata Municipal Corporation under the supervision and cost by the Developer.

f) LAND OWNER'S ALLOCATION shall mean In consideration the owners have agreed to grant an exclusive right to the Developer to commercially exploit the said property by construction of the new buildings at his own cost, the owner shall be entitled 50% constructed area out of sanctioned F.A.R in the proposed new building together with the right to



use of common areas on an equitable basis to be constructed in accordance with the sanction building plan, to be sanctioned from Kolkata Municipal Corporation morefully described in the SECOND SCHEDULE hereunder written and also to be constructed in accordance with the specification of work. In addition the Developer shall pay to the owner the sum of Rs.2,00,000/- (Rupees Twenty Lakh) only the non-refundable / forfeited amount.

g) DEVELOPER'S ALLOCATION shall mean the remaining 50% constructed area out of sanctioned F.A.R of the said building consisting of several self contained flats, shop and car parking space and other spaces together with the proportionate right, title, interest in the common facilities and amenities including the right to use thereof and also the absolute right on the part of the Developer to enter into agreement for sale, transfer, lease or in any way deal with the same as absolute owner thereof is more fully described in the THIRD SCHEDULE hereunder written.

h) BUILDING PLAN shall mean the plan of the proposed multi-storied building to be constructed on the said ALL THAT the bastu land measuring 7 Cottah 7 Chittaks 5.741 sq.ft a little more or less being plot No. B/1, comprised in C.S. Dag No. 634, R.S.Dag No.743, appertaining to C.S. Khatian No. 92, R.S Khatian No. 28, Mouza Brizi, Touzi No. 39, R. S No. 1, J.L. No. 27, P.S-Patuli, now within Limits of the Kolkata Municipal Corporation, being Municipal Premises No.67/3, Brij East, under ward No. 110, in the district South 24 Parganas.

Be it noted the identification and location of the constructed area of the owner and Developer thereof shall be recorded in the supplementary agreement at the time of sanction of the building plan.



2) That the Landowner does hereby grant the exclusive right of development of the said premises unto and in favour of the Developer with the intent and object that the Developer shall construct, erect and complete the said building on the said premises being completed in all respect as provided in the FIRST SCHEDULE hereunder written.

3) That in the circumstances and in consideration of the terms and conditions contained herein and the obligation of the terms and conditions contained the exclusive right of development of the said premises to the Developer, It shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows:-

a) To Developer shall complete the construction works of the proposed G+IV storied building within 36 (Thirty Six ) months from the date of obtaining sanctioned building plan if not it is completed time shall be extended on mutual discussion both parties.

b) That the Landowner shall represent himself through his constituted attorney in respect of the proportionate share of land attributable of the Developer's allocation in the proposed multi storied building in favour of the purchaser/s in respect of Developer's allocation of flats, shop, Car Parking spaces and other spaces.

4) That the Developer shall construct and complete the said multistoried building as per specification attached herewith as already agreed upon and shall undertake full responsibility and the Owner shall not be responsible and shall be indemnified by the Developer for any incident or accident which may occur in the said premises due to its construction activities and for faulty and or any other defect or default whatsoever and the Developer Builder shall keep the Landowners fully indemnified



at all times against any loss or damage which may be caused to the Landowner or any one also due to any accident during construction for any unauthorized construction in deviation of the plan and / or due to any other cause whatsoever. Be it mentioned that the Developer shall demolish the existing building structure at the cost of Developer and value of scrap materials would be received by the Owner.

5) That in consideration of the Developer constructing the said multistoried building and the terms and conditions contained in this Agreement and also performing the obligations to be fulfilled, the Developer shall get the Developer's allocation in the said premises and the developer shall keep the Landowners fully indemnified for all times to come and for all purposes and consequences whatsoever in the matter of their owing and possessing allocation quietly & peacefully.

6) DEVELOPER AGREES

a) To incur all costs, all charges and expenses for construction of the said multistoried building as per plan prepared by the registered Architect/L.B.S and obtained sanction from the Kolkata Municipal Corporation.

b) The Developer also agrees that from time to time the Landowner and his authorized representatives shall have the right of inspection of the construction of the proposed building without creating any disturbances or obstruction to the building, provided however, the Landowner or his obstruction to the building, provided however, the Landowner or his authorized representatives shall have the right to point out any defect or to give any suggestion to the developer of the multistoried building and the same shall be adhered to.

c) The Landowner or his authorized representatives shall have the right to use the eastern side passage of this premises for entrance and exist from the plot No. B/3 of the Register



site Plan Premises No.67/2, Brij East, under ward No. 110, in the district South 24 Parganas.

d) The Developer soon after signing this Agreement in respect of the aforesaid property shall be liable to pay all rates and taxes in respect of the aforesaid property until handing over of the respective shares as per allocation.

e) That the Developer shall give possession of newly constructed flats, shop and car parking space and other spaces to the landowner before possession the developer shall have right to give and /or sale his allocation to any buyer or buyers.

f) If during the period of construction of a new building thereto any objection, obstruction, injunction or litigation arises during construction and anything imposed and instituted by any neighborhood of the locality or by the landowner or Occupiers of the adjacent building, the same be adjusted by legal and other expenses, the Owner shall bear such expenses.

g) The building erected, constructed and completed by the Developer shall consist of the specification provided more fully described in the FOURTH SCHEDULE hereunder hereunder written and all Flats/units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings and facilities. Under no circumstances, the Developer shall be entitled to claim or demand any payment of whatsoever nature from the landowner in respect of erection, construction and completion of the building.

h) The Developer shall construct and complete the Building under its direct supervision and control and with the best workmanship and like manner and shall comply with all as would be made applicable and shall construct and complete the building in accordance with the Architect's Sanctioned plan.



i) All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of every type for erection, construction and completion of the said building, its materials, fittings and fixture in all respect, including temporary and permanent connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer. And it is clearly understood that the Landowner shall have no responsibility and / or liability towards payment of any dues, liabilities, costs, charges and expenses of whatsoever type relating to and / or arising there from in any manner or of whatsoever nature.

j) In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and / or damage to any person or persons or property of or any loss of life, the Developer shall be solely liable and the landowner shall have no liability or responsibility for the same and the Developer shall be responsible for the consequences arising there from in all respect and shall at all point of time keep the owner indemnified for the same and against all consequences.

k) Notwithstanding anything contained or stated herein all labourers, workers, supervisors constructors and other employees or persons by whatever definition employed engaged, deputed, appointed or require for erection, construction and completion of the building shall be regarded and deemed as Developer's employees or work men and the landowner shall have no concern and privates of any manner whatsoever in that regard. The Landowner shall have no concern and privates of any kind with him and shall not be responsible or liable for meeting any obligations in any manner whatsoever in that regard. The owner shall not be used in course of or relating to erection construction and completion of the Building or any part thereof and only the Developer shall be answerable and responsible for the same.



l) The Developer doth hereby agree and covenant with the Landowner not to transfer and / or assign the benefits of this agreement or any portion thereof to any party or parties without the consent in writing from the Landowner.

m) The Developer hereby agrees and covenants with the Landowner not to do any act, deed or thing whereby the Landowner is prevented from enjoying, selling, assigning and or disposing of any part or portion of the Landowner's allocation in the new building / buildings.

n) The Landowner and the Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to construe as a partnership between the parties hereto in the manner nor shall the parties hereto constitute an Association of persons.

o) That immediately after the Developer obtaining sanctioned building Plan from KMC and possession of the said property from the Land owner the Developer shall be entitled to start the work of construction of the said premises through their workers.

p) The Landowner shall not be liable for any Income Tax, Wealth Tax, Sales Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suit, proceedings costs, charges and expenses in respect thereof.

q) In the event the Developer after starting of construction work and on making some progress of such construction the Landowners shall not disturb any construction works if the Land owners do any obstruction without reasonable cause they shall be remain liable to compensate the Developer.



r) The name of the building will be given by the land owner.

**7. DEVELOPER'S OBLIGATION:**

a. The Land owner hereby grant right to the Developer to construct, erect and build upon the said property and shall be able to construct the new building thereon .

b. That the Developer here in shall be solely entitled to enter into separate contract or agreement in its name with Building contractor, architects and others for carrying out the development in its risks and cost.

c. In consideration of the owner having agreed to permit the Developer to commercially exploit the said property and to construct, erect, build and complete the said building in accordance with the sanction plan as may be required by the Developer, the Developer has agreed to allocate the owner's allocated space in the said building. The said owner's allocation along with total building shall be constructed and completed with good and standard materials and shall contain all amenities which are normally provided for a decent building for residential purposes.

d. That it is hereby also agreed that the Developer shall make all arrangements for installation electricity main connection in the said constructed building but not for the installation of separate electricity meter in the owner's allocated flats. The owner shall bring the separate Meter for his/her allocated flats or other areas at his/her own costs and responsibility.

e. That the owner shall render all assistance and co-operation to the developer for mutation and conversion of the said plot of land including others plot of land for obtaining sanction or permission or clearance etc from the Kolkata Municipal Corporation for the said property. And for that the owner



r) The name of the building will be given by the land owner.

**7. DEVELOPER'S OBLIGATION:**

a. The Land owner hereby grant right to the Developer to construct, erect and build upon the said property and shall be able to construct the new building thereon .

b. That the Developer here in shall be solely entitled to enter into separate contract or agreement in its name with Building contractor, architects and others for carrying out the development in its risks and cost.

c. In consideration of the owner having agreed to permit the Developer to commercially exploit the said property and to construct, erect, build and complete the said building in accordance with the sanction plan as may be required by the Developer, the Developer has agreed to allocate the owner's allocated space in the said building. The said owner's allocation along with total building shall be constructed and completed with good and standard materials and shall contain all amenities which are normally provided for a decent building for residential purposes.

d. That it is hereby also agreed that the Developer shall make all arrangements for installation electricity main connection in the said constructed building but not for the installation of separate electricity meter in the owner's allocated flats. The owner shall bring the separate Meter for his/her allocated flats or other areas at his/her own costs and responsibility.

e. That the owner shall render all assistance and co-operation to the developer for mutation and conversion of the said plot of land including others plot of land for obtaining sanction or permission or clearance etc from the Kolkata Municipal Corporation for the said property. And for that the owner



agrees to grant and /or execute one irrevocable registered Development Power of Attorney in favour of the Developer herein to facilitate the construction of the proposed building according to the sanction Building Plan and sign and execute on all papers and documents relating to the said construction and for taking all essential connecting of water, sewerage, drainage etc and to enable the developer to enter into the agreement for sale of flats and car parking spaces and other spaces together with execution and registration of sale Deed in favour of the purchasers nominated by Developer. In case of death of any of the owner, this agreement shall be binding on the heirs and successors of the deceased owners who shall be bound to ratify this agreement and shall execute and register equal Power of Attorney in favour of the Developer, but the developer shall have full right to act according to these presents.

f. The Developer shall sell and transfer the undivided proportionate share in the land underneath the building comprising in the portion of the Developer's portion/ allocation.

g. The Developer shall execute the deed of sale as Constituted Attorney of the owner for the Developer's allocation without owner's consent after complying with Clause no.3.

h. That the Developer will spend all the money form their own sources all necessary permissions for the said construction. Subsequent to that of making the plan by the Architect and sanctioned by Kolkata Municipal Corporation by the Developer shall undertake the constructional work in the said property.

i. The Developer shall undertakes the construction by the standard materials and the specification of materials has been given in FOURTH SCHEDULE hereunder written and the owner shall not raise any objection or obstruction in respect of the



materials to be used in the construction or method of construction and the owner shall not do anything by which the developer may be restrained from doing or completing the constructional work of the said building in the said property.

j. All men and machineries and materials will be supplied by the Developer at its own costs and expenses.

k. That the supervision of the construction of building will be undertaken by the Developer and the owner cannot raise any objection for the same without valid reason. All negotiations for the necessary permissions for the construction of the building and also for electric connection, water connection, sewerage system will be done by the Developer as constituted Attorney of the Owner and the Owner cannot raise any objection for the same without valid reason

l. That the Developer shall negotiate the terms and conditions with the intending purchaser/s to sell the Developer's allocation and shall receive the entire consideration money from the Intending Purchaser/s of the said flat, shop and car parking space and shall discharge money receipt for the same as a constituted attorney for the owner. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending purchaser for the Developer's allocation in the said property. In that event, the owner shall not be liable for any fault acted by Developer and the Developer exclusively shall be liable for the same.

m. That for the purpose of execution of Deed of conveyance in favour of the intending purchaser/purchasers and/or in the name of the Developer and/or his nominated person/persons, the cost of construction shall be taken into account with the value of the undivided proportionate share of land comprised in the said property



n. That upon construction/completion of the building, the owner at the request of the Developer shall execute appropriate Sale deeds/ conveyance/Deed of Assignment in favour of the purchaser/s of the developer's allocated position in respect of the flats and car parking space and other spaces together with undivided proportionate share in land sold by the developer or alternatively the Developer shall be entitled to execute and register the said sale Deed on behalf of the owner by virtue of the Power of Attorney granted to the Developer.

o. To construct and complete the said multistoried building with in all respects in terms of this agreement and also strictly in accordance with the prepared sanctioned building plan and as per the specification attached hereto within the specified time stated hereinabove which is made essence of this contract.

p. To enjoy, negotiate and enter into agreement for sale with prospective buyer and accept advance and / or consideration money for the disposal of Developer's allocation of flat, shops and car parking spaces as it may think fit and proper from all such person or persons it may desire without any interference from the Landowner.

q. That the Developer has agreed to pay all the incidental charges during construction/ completion of the said multistoried building. It is further made clear that the owner shall only be held liable for transferring the proportionate share of land attributable and /or corresponding to the Developers allocation in the proposed building.

r. That if the Developer fails to complete the construction of the said project within this period they shall have right to transfer the said project to any other Developer or Developers without written permission from the Landowner.



**8. LANDOWNER AGREES:**

a) To sign and execute all necessary papers undertaking affidavit, documents declaration deed, which may be required for construction of the proposed building in terms of this agreement. The draft of the aforesaid instruments shall require to be approved by the Landowners before the execution of this same.

b) To co-operate with the Developer for construction and all the allied work for completion of the multi-storeyed building within Limits of the Kolkata Municipal Corporation under ward No. 110, in the district South 24 Parganas.

c) The Landowner further agrees to extend all co-operations with the Developer for Completion of the said building and all other allied works as may be required by the Developer.

d) The Landowner also agrees to handover all the Xerox copy of the original title deed and other documents to the Developer simultaneously with the execution of this Agreement and the same shall be retained by the Developer until completion of the entire multi-storeyed building and complete the sale of all the flats, Shops and car parking space thereto.

**9. OWNER HAS FURTHERED AGREED as follows:-**

a) Not to cause any obstruction or interference in the bonafide construction erection and completion of the said multistoried building on the said premises.

b) To represent them on behalf of Landowner to get sanction Building plan and revised sanction plans to be prepared by the Registered Architect for construction of the said building and to enter into any agreement for sale and deed of sale in respect of Developer's Allocation in the said building of the said



Kolkata Municipal Corporation, under ward No.110, in the district South 24 Parganas morefully described in the FIRST SCHEDULE hereunder written.

10. The Developer shall not be treated in default if the work is delayed due to the reasons amounting to FORCE MAJURE like earthquake, civil commotion or other nature of calamity which be beyond its control.

11. Both the Developer and the Landowner shall be entitled to deal with or to dispose of their respective share of the constructed space in any manner they think fit and proper without any interference from either side as long as such disposal would not violate any provision of this Agreement.

**12. MISCELLANEOUS:**

i) It shall be responsibility of the developer to obtain the maximum possible space within the by-laws of the authorities concerned for the maximum exploitation of the value of the said property without altering the sanctioned Building plan.

ii) That by such delivery of the land/premises by the Landowners to the Developer the Landowner however shall nor create any encumbrances and/or liens.

iii) Before finalization of sanctioned plan developer will prepare a sketch plan for my suggestion or modification of the Landowners in mutual agreement.

**13. FORCE MAJEURE COURSES**

The owner and the Developer hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligation prevented by the existence of force majeure and shall be suspended from the obtaining during duration of the force majeure.



#### 14. ARBITRATION

In case of any dispute and difference or question be arisen between the parties hereto with regard to this agreement arising out of the meaning of construction of this agreement or their respective rights and liabilities as per this agreement shall be adjudicated by reference to the arbitration of two independent arbitrators, one is to be appointed by each party and the said (two) arbitrators shall jointly appoint an umpire at the commencement of the reference and the award of arbitrators or the Umpire shall be final and this clause be deemed to be a submission within the meaning of the arbitration act, 1940 (Act, X of 1940) and it is statutory modifications and/or enactments thereof in force time to time.

#### FIRST SCHEDULE ABOVE REFERRED TO:

##### Description of the Land intended to be Developed

ALL THAT the bastu land measuring 7 Cottah 7 Chittaks 5.741 sq.ft be the same a little more or less, being plot No. B/1, together with 500sq.ft. R.T. Structure comprised in C.S. Dag No. 634, R.S.Dag No. 743, appertaining to C.S. Khatian No. 92, R.S Khatian No. 28, Mouza Brizi, Touzi No. 39, Revenue Survey No. 1, J.L. No. 27, Pargana Khaspur, P.S-Patuli, in the district 24-Parganas (South) now within the Limits of the Kolkata Municipal Corporation, being Municipal Premises No.67/3, Brij East, Assesse No. 31-110-03-0146-9, under ward No. 110, Kolkata- 700084, in the district South 24 Parganas. (Road name Brij East) The above said land is butted and bounded in the manner as follows: -

On The North by : By Premises No. 67/2, Brij East & 10'wide Road.

On The South by : By 9295 mm Wide Road (minimum) KMC Road.

On The East by : By House of Kahgen Chanda.

On The West by : By House of Rabin Naskar.



**SECOND SCHEDULE ABOVE REFERRED TO:**  
**LANDOWNER'S ALLOCATION**

The owner shall be entitled to 50% (Fifty Percent) constructed area out of sanctioned F.A.R in the proposed new building as per the Building plan or plans to be sanctioned by the Kolkata Municipal Corporation Building Department for the proposed construction at the said First Schedule property consisting of several self contained flats, shop, car parking space and other spaces together with the proportionate right, title, interest in the common facilities and amenities including the right to use thereof and also together with undivided proportionate share and interest of land and right of use and enjoyment of the common areas and/or facilities attached thereto . In addition the Developer shall pay to the owner the sum of Rs.2,00,000/- (Rupees Twenty Lakh) only the non-refundable / forfeited amount.

**THIRD SCHEDULE ABOVE REFERRED TO:**  
**DEVELOPER'S ALLOCATION**

The Developer's allocation shall mean the remaining 50% (Fifty Percent) constructed area out of sanctioned F.A.R in the proposed new building as per the Building plan or plans to be sanctioned by the Kolkata Municipal Corporation Building Department for the proposed construction at the said First Schedule property consisting of several self contained flats, shop and car parking space and other spaces together with the proportionate right, title, interest in the common facilities and amenities including the right to use thereof and also the absolute right on the part of the Developer to enter into agreement for sale, transfer, lease or in any way deal with the same as absolute owner thereof and also together with undivided proportionate share and interest of land and right of use and enjoyment of the common areas and/or facilities attached thereto.



**FOURTH SCHEDULE ABOVE REFERRED TO :**  
**COMMON AREAS AND FACILITIES**

1. R.C.C. Columns.
2. Underground water reservoir.
3. Overhead water tank.
4. Space for meter water connection and pump from concerned authority.
5. Passage, courtyard, open areas with all easement rights.
6. Septic tank.
7. Stair head room.
8. Electric installment.
9. Parapet wall.
10. Padestan floor of roof.
11. Boundary wall.
12. Surface drainage.
13. Side space flooring.
14. Lift

All other reasonable rights attached with the building and/or the flat and/or the premises.

**SCHEDULE 'E' ABOVE REFERRED TO :**  
**SPECIFICATION OF THE CONSTRUCTION**

a) R.C.C. WORKS: All R.C.C. Works of C.C. (1:2:4) with necessary reinforcement as per structural plan. All cement quality use by Ultra Tech and Iron quality must be Tata Jindal.

b) BRICK WORK: All outer walls area 200 mm. (8 inch) thick with. C.M. (1:6) of the 1<sup>st</sup> class bricks as locally available in the market. All inner walls/ partition walls are 75 mm. thick with C.M. (1:4) of same bricks.



c) **PLASTER:** All outer plasters are 19 mm. thick with C.M. (1:6) and inter plasters are 12 mm. thick with C.M. (1:6) and (1:4) for 200 mm. thick wall and 75 mm. thick wall/ceiling respectively with Plaster of Paris.

d) **DOORS:** All other frames of sal wood (4"x 2-1/2") as locally available in the market and all the door of the building owner part will be made 32mm. thickness flush type door (100% Pine) 35 mm. thick for main entrance door.

e) **WINDOWS** All windows of full glazed steel window with integrated grill of M.S. Bar (4mm x 10mm) and the Sutter of window will be 1.5mm aluminum make and fixed with smoke glass.

f) **FLOORING:** All flooring including skirting upto 100 mm in height will be vitrified tiles, size 2'x2'.

g) **THE KITCHEN:** The kitchen will be provided with a kitchen slab upto 1.80 M area, a steel kitchen sink (450mm x 300mm x 200 mm) two water point upto 750 mm. above kitchen slab will be finished with glazed tiles upto 3' height.

h) **THE TOLIET/ W.C.:** The well facilities Toilet with DSUN fittings will be provided with a commode with P.V.C. Cistern, two water point, one shower (hot & Cold) point. The W.C. with a commode with cistern (P.V.C) and one water point wall upto 6-1/2' height will be finished with glazed tiles.

i) **SANITARY AND PLUMBING WORK:** All water lines with P.V.C. pipe of good quality (Ashirbad /Supreme Brand) and required sizes will be provided for all the water distribution system. All soil pipe, R.W. pipe waste water pipe will be of 4111 P.V.C. pipe



of good quality. The bib cock, stop cock and pillar tap will be of C.P. brass (DSUN Brand). All underground soil line with 4111 S.W. pipe or P.V.C. pipe with necessary pits as required.

j) **WATER SUPPLY:** Underground water reservoir will be constructed as per Plan with good quality submersible pump of Crompton Greeves.

k) **ELECTRIFICATION:** The Service line 440 Electric connection from C.E.S.C. will be provided by the Flat Owners at their own cost. But all individual meter will installed with the cost of flat Owner. All wiring will be concealed P.V.C. conduct of good quality. All switch, wires (PRITAM), switch board (Modular) of Anchor or Premium or Havel's), board cover will be good quality and popular brand. All bed room will be provided with 2 Nos. light point, 1 No. fan point, one 5 amp. Plug point, 2no.15amp. Plug Point, A.C point will be provide in the all bed rooms.

l) All dining living room will be provided with 2 Nos. light points 2 No. fan points one 5 Amp. Plug point two one 15 Amp. Plug point and 1 no. calling bell point. Acqugurd, washing Machine & Refrigerator points will provided.

m) Kitchen will be provided will 1 No. light point, 1 No. 15 Amp. And 1 No. 5 Amp. Plug point, 1 point for exhaust fan, toilet will be provided with 1 No. light point, 2 No. 15 Amp. Plug point, verandah will be provided with 1 No. light point.



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

SIGNED, SEALED AND DELIVERED

At Kolkata in the presence of:-

WITNESSES:

1. Anil Mondal

Ratuh Kol 94

Tapan Naskar

SIGNATURE OF THE LANDOWNER

P.S.G.CONSTRUCTION

Papiya Naskar

Partner Partner Partner

2.

Rahul De  
Alipore Judges court  
Kol 27

P.S.G.CONSTRUCTION

Sumit Mondal

Partner Partner Partner

P.S.G.CONSTRUCTION

for Mondal

Partner Partner Partner

SIGNATURE OF THE DEVELOPER

Drafted & Prepared by:-

Sourav Mondal  
Advocate WB/303/15  
Alipore Judge court



MEMO OF CONSIDERATION

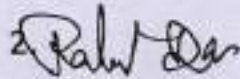
RECEIVED on and from the within named Developer the sum of Rs.2,00,000/- (Rupees Two Lakh ) only nonrefundable amount as per memo below :-

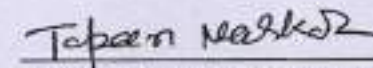
<u>By</u>	<u>No</u>	<u>Bank Name</u>	<u>Date</u>	<u>Amount</u>
Cash			03.08.2021	Rs.2,00,000/-
				<u>Rs.2,00,000/-</u>

(Rupees Two Lac) only

WITNESSES:-

1. Anil Mondal

2. 

  
SIGNATURE OF THE LAND OWNER



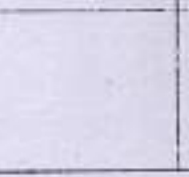
Thumb

1st finger

Middle finger

Ring finger

Small Finger

Left  
handRight  
handName TAPAN NASKARSignature Tapan NaskarLeft  
handRight  
handName PAPIYA NASKARSignature Papiya NaskarLeft  
handRight  
handName SUNIL MONDALSignature Sunil MondalLeft  
handRight  
handName Gourav MondalSignature Gourav Mondal

### Major Information of the Deed

Deed No :	I-1602-03900/2023	Date of Registration	22/03/2023
Query No./ Year	1602-2000683600/2023	Office where deed is registered	
Query Date	14/03/2023 7:55:58 PM	D.S.R. -I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Rahul Das Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8961940256, Status : Solicitor firm		
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 : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 20,000/-	Rs. 85,36,305/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 2,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: BRIJI EAST, , Premises No: 67/3, , Ward No: 110 Pin Code : 700084



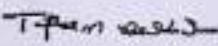
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	7 Katha 7 Chatak 5.74 Sq Ft	10,000/-	84,01,305/-	Width of Approach Road: 30 Ft,
Grand Total :				12.285Dec	10,000 /-	84,01,305 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value.(In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	10,000/-	1,35,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		500 sq ft	10,000 /-	1,35,000 /-	





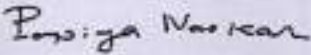


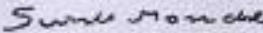
**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Tapan Naskar</b> Son of Late Subal Chandra Naskar Executed by: Self, Date of Execution: 22/03/2023 , Admitted by: Self, Date of Admission: 22/03/2023 ,Place : Office			
		22/03/2023	LTI 22/03/2023	22/03/2023
67, Briji Purba Naskarpara,, City:- Not Specified, P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx4r,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/03/2023 , Admitted by: Self, Date of Admission: 22/03/2023 ,Place : Office				

**Developer Details :**



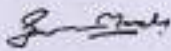
Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>P S G Construction</b> City:- Not Specified, P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, PAN No.:: ABxxxxxx2f,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Paplya Naskar</b> Wife of Tapan Naskar Date of Execution - 22/03/2023, , Admitted by: Self, Date of Admission: 22/03/2023, Place of Admission of Execution: Office			
		Mar 22 2023 3:16PM	LTI 22/03/2023	22/03/2023
City:- Not Specified, P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx1m,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : P S G Construction (as Partner)				
2	Name	Photo	Finger Print	Signature
	<b>Sunil Mondal (Presentant )</b> Son of Late Upendra Mondal Date of Execution - 22/03/2023, , Admitted by: Self, Date of Admission: 22/03/2023, Place of Admission of Execution: Office			
		Mar 22 2023 3:36PM	LTI 22/03/2023	22/03/2023



City:- Not Specified, P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BExxxxxx3b,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : P S G Construction (as Partner)

3	Name	Photo	Finger Print	Signature
	<b>Gaurav Mondal</b> Son of K S Mondal Date of Execution - 22/03/2023, , Admitted by: Self, Date of Admission: 22/03/2023, Place of Admission of Execution: Office			
		Mar 22 2023 3:29PM	LTI 22/03/2023	22/03/2023
City:- Not Specified, P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BTxxxxxx8h,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : P S G Construction (as Partner)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Rahul Das</b> Son of N Ch Das Alipore Judges Court, City:- Not Specified, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	22/03/2023	22/03/2023	22/03/2023
Identifier Of Tapan Naskar, Papiya Naskar, Sunil Mondal, Gaurav Mondal			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Tapan Naskar	P S G Construction-12.285 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Tapan Naskar	P S G Construction-500.00000000 Sq Ft



On 22-03-2023

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

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

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

Presented for registration at 13:54 hrs on 22-03-2023, at the Office of the D.S.R. -II SOUTH 24-PARGANAS by Sunil Mondal .

**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 85,36,305/-

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

Execution is admitted on 22/03/2023 by Tapan Naskar. Son of Late Subal Chandra Naskar, 67, Brij Purba Naskarpara., P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Identified by Rahul Das, , Son of N Ch Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 22-03-2023 by Papiya Naskar. Partner, P S G Construction (Partnership Firm), City:- Not Specified, P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Rahul Das, , Son of N Ch Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 22-03-2023 by Sunil Mondal, Partner, P S G Construction (Partnership Firm), City:- Not Specified, P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Rahul Das, , Son of N Ch Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 22-03-2023 by Gaurav Mondal, Partner, P S G Construction (Partnership Firm), City:- Not Specified, P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Rahul Das, , Son of N Ch Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,053.00/- ( B = Rs 2,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 22/03/2023 6:49AM with Govt. Ref. No: 192022230343525908 on 22-03-2023, Amount Rs: 2,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 0188503429528 on 22-03-2023, 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 207881, Amount: Rs.100.00/-, Date of Purchase: 18/03/2023, Vendor name: Bidyut Kumar Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/03/2023 6:49AM with Govt. Ref. No: 192022230343525908 on 22-03-2023, Amount Rs: 9,921/-, Bank: SBI EPay ( SBlePay), Ref. No. 0188503429528 on 22-03-2023, Head of Account 0030-02-103-003-02



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



