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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AW 269173

17-12-25
BNO-2/3196076/25

Certified that the document is admitted in registration. The signature sheets and the endorsement sheets attached with the inclosures are the part of this document.

[Signature]
District Sub-Registrar-II
Alipore, South 24-parganas

17-12-25

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this 17th day of December, 2025 (Two Thousand Twenty Five).

BETWEEN

16 DEC 2025

14757

at No. _____
Bought to _____
of _____
Rupees _____

Samiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Kolkata



DISTRICT SUB-REGISTRAR-10
SOUTH 24 PGS. ALIPORE
17 DEC 2025

Identified by
Bachisabha Bandy
(Advocate)
Alipore Police Court
Ref. 27

1. SRI GOUTAM MUKHERJEE (PAN DLMPM3972H) (AADHAR 4808 9093 8096) (D.O.B. 24.10.1960), son of Late Harisankar Mukherjee alias Harisankar Mukhopadhyay, by Faith Hindu, by Nationality Indian, by Occupation Retired person, **2. DR. UTTAM MUKHERJEE (PAN AVRPM9861H) (AADHAR 8320 2509 9176) (D.O.B. 07.11.1970)**, son of Late Harisankar Mukherjee alias Harisankar Mukhopadhyay, by Faith Hindu, by Nationality Indian, by Occupation Medical Practitioner, both residing at Village Boral Majherpara. Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata 700154, District: South 24 Parganas AND **3. SMT RIMA BHATTACHARYA (PAN BMCPB7364K) (AADHAR 4927 1953 3536) (D.O.B. 31.12.1989)**, daughter of Asit Baran Bhattacharya, by faith- Hindu, by Nationality- Indian, by Occupation Household, residing at R-32, Kamdahari East, Post Office Garia, Police Station - Bansdrani, Kolkata - 700084, District:-South 24-Parganas, herein after referred to as the "**LANDOWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, legal representatives, agent and assigns.) of the **ONE PART/FIRST PARTIES**.

AND

M/S. DAS PROPERTIES, a proprietorship firm, having its registered office at Boral Bhattacharjee Para, Post Office- Boral, Police Station- Narendrapur (previously Sonarpur), Kolkata - 700154, District- South 24 Parganas, being represented by its sole proprietor namely **SRI SUVANKAR DAS (PAN: AGUPD7157M) (AADHAAR NO. 9410 8607 4118) (D.O.B. 29.08.1979)**, son of Sri Krishna Kanta Das, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at Boral Bhattacharjee Para, Post Office- Boral, Police Station- Narendrapur (previously Sonarpur), Kolkata - 700154, District- South 24 Parganas, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office and administrators) of the **OTHER PART/SECOND PARTY**.

WHEREAS One Sri Umapati Mukhopadhyay, son of Late Hem Chandra Mukhopadhyay, was the absolute owner of **ALL THAT** piece and parcel of homestead land measuring more or less an area of 15 (Fifteen) Sataks, lying



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and situated at Mouza Boral, J.L. No. 61, Touzi No. 142, Khatian No. 258, Hal Khatian No 520, comprising Dag No. 338 corresponding L.R Dag No. 456, Police Station Narendrapur (previously Sonarpur), Sub Registrar at Baruipur, in the District South 24 Parganas, by virtue of a registered Bengali "Saf Bikroy Kobala", dated 1st Jaistha 1341, B.S. corresponding to 15th May 1934 from the then Owner Shib Chandra Das, registered in the office of the Sub-Registrar of Alipore at Behala, recorded in Book No. 1, Volume No.13, Pages 165 to 167, Being No. 796, for the year 1934.

AND WHEREAS the said Sri Umapati Mukhopadhyay son of Late Hem Chandra Mukhopadhyay, while secured and possessed of the said landed property sold, transferred, conveyed, assigned and assured **ALL THAT** piece and parcel of homestead land measuring more or less an area of 7 $\frac{1}{2}$ Sataks out of 15 (Fifteen) Sataks, lying and situated at Mouza Boral, J.L. No.61, Touzi No.142, appertaining to Khatian No. 258 corresponding to Hal Khatian No.520, comprising to Dag No 338, Police Station Narendrapur (previously Sonarpur), Sub Registrar at Baruipur, in the District South 24 Parganas, unto and in favour of Sri Krishna Mohan Chattopadhyay, son of Late Sashi Bhusan Chattopadhyay of Boral, Post Office Sonarpur, District South 24 Parganas, by virtue of a registered Bengali "Saf Bikroy Kobala", dated 6th Paush, 1347 corresponding to 21st day of December, 1940, which was duly registered in the office of Sub Registrar at Baruipur and recorded in Book No. 1. Volume No. 67, Pages No. 118 to 121, Being No. 5377 for the year 1940.

AND WHEREAS the said Sri Krishna Mohan Chattopadhyay, son of Late Sashi Bhusan Chattopadhyay, while seized and possessed of the said landed property transferred, conveyed, assigned and assured **ALL THAT** piece and parcel of homestead land measuring more or less an area of 7 $\frac{1}{2}$ Sataks out of 15 (Fifteen) Sataks, lying and situated at Mouza Boral, J.L. No.61, Touzi No.142, appertaining to Khatian No. 258 corresponding to Hal Khatian No.520, comprising to Dag No. 338, Police Station Sonarpur, Sub Registrar at Baruipur, in the District South 24 Parganas, unto and in favour of 1. Sri Harisankar Mukhopadhyay, son of Late Khudiram Mukhopadhyay. 2. Sri Gourishankar Bandyopadhyay, son of Late Chandi Charan Bandyopadhyay, by virtue of a registered Deed of Settlement, dated 17th day of April 1961, which was duly registered in the office of District Registrar at Alipore and



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recorded in Book No. I. Volume No.17, Pages 289 to 294, Being No. 977 for the year 1961 and accordingly therein marked as "Schedule Ka" property for the said Sri Harisankar Mukhopadhyay, son of Late khudiram Mukhopadhyay, and marked as "Schedule Kha" property for the said Sri Gouri shankar Bandyopadhyay, son of Late Chandi Charan Bandyopadhyay.

AND WHEREAS the said Sri Harisankar Mukhopadhyay, son of Late Khudiram Mukhopadhyay is the absolute owner of **ALL THAT** piece and parcel of homestead land measuring more or less an area of 02 (Two) Cottahs 08 (Eight) Chataks and 28 (Twenty Eight) Sq. Ft. along with structure lying and situated at Mouza -Boral, J.L. No.61, Touzi No.142, appertaining to Khatian No. 258 corresponding to Hal Khatian No.520, comprising to Dag No. 338, Police Station Narendrapur (previously Sonarpur), Sub Registrar at Baruipur, in the District South 24 Parganas, by virtue of a registered Deed of Settlement, dated 17th day of April, 1961, which was duly registered in the office of District Registrar at Alipore and recorded in Book 1. Volume No. 17, Pages 289 to 294, Being No. 977 for the year 1961.

AND WHEREAS the said Gourishankar Bandyopadhyay, son of Late Chandi Charan Bandyopadhyay is the absolute owner of **ALL THAT** piece and parcel of homestead land measuring more or less an area of 02 (Two) Cottahs 01 (One) Chittak and 01(One) Sq. ft. along with structure lying and situated at Mouza Boral, J. L. No.61, Touzi No.142, appertaining to Khatian No. 258 corresponding to Hal Khatian No.520, comprising to Dag No. 338, corresponding to L.R. Dag No. 456, Police Station Narendrapur (previously Sonarpur), Sub Registrar at Baruipur, in the District South 24 Parganas, by virtue of a registered Deed of Settlement, dated 17th April 1961 which was duly registered in the office of District Registrar at Alipore and recorded in Book 1, Volume 17, Pages 289 to 294, Being No. 977 for the year 1961.

AND WHEREAS the said Sri Gauri Shankar Bandhopadhyay, son of Late Chandi Charan Bandyopadhyay seized and possessed of the said landed property sold, transferred, conveyed, assigned and assured **ALL THAT** piece and parcel of homestead land measuring more or less an area of 02 (Two) Cottahs 01 (One) Chittak and 01(One) Sq. ft. along with structure, lying and situated at Mouza Boral, J.L. No.61, Touzi No.142, appertaining to Khatian



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No. 258 corresponding to Hal Khatian No.520, comprising to Dag No.338, Police Station Narendrapur (previously Sonarpur), Sub Registrar at Baruipur, unto and in favour of Sri Harishankar Mukhopadhyay, son of Late Khudiram Mukhopadhyay, of Boral Majherpara, Police Station-Narendrapur (previously Sonarpur), District South 24 Parganas, by virtue of registered Bengali "Saf Bikroy Kobala", dated 17th day of March, 1972 which was registered in the office of District Registrar at Alipore and recorded in Book No.1. Volume No. 34, Pages 42 to 45, Being No. 868, for the year 1972.

AND WHEREAS the said Sri Harisankar Mukhopadhyay, son of Late Khudiran Mukhopadhyay, after purchasing the said landed property and also got the said landed property by the settlement Deed is being the absolute owner of **ALL THAT** piece and parcel of homestead land measuring more or less an area of 04 (Four) Cottahs 09 (Nine) Chataks and 29 (Twenty Nine) Sq.ft. along with structure, lying and situated at Mouza Boral, J.L. No. 61, Touzi No.142, appertaining to Khatian No. 258 corresponding to Hal Khatian No. 520, comprising to Dag No. 338, Police Station Narendrapur (previously Sonarpur), Sub Registrar at Baruipur, in the District South 24 Parganas and accordingly he mutated his name before the Rajpur Sonarpur Municipality and the property know as **Holding No.182, Boral-A** and paying tax regularly.

AND WHEREAS by a Bengali Nirupan Patra dated 19th Jaitha, 1398 D. S. corresponding to 03rd day of June, 1991 and registered in the office of the District Sub Registrar at Alipore and recorded in Book No.1, Volume No.105, Pages No. 397 to 408, being No. 8082, for the year 1991, the said Sri Harisankar Mukhopadhyay settled his properties **ALL THAT** piece and parcel of homestead land measuring more or less an area of 04 (Four) Cottahs 09 (Nine) Chataks and 29 (Twenty Nine) Sq. ft. along with structure, lying and situated at Mouza Boral, J.L. No.61, Touzi No.142, appertaining to Khatian No. 258 corresponding to Hal Khatian No.520 and L.R. Khatian No. 3479, 3480, 3481, comprising to Dag No. 338, corresponding to L.R. Dag No. 456, Police Station Narendrapur (previously Sonarpur), Ward No.34, within Rajpur Sonarpur Municipality, District Sub Registrar IV at Alipore, in the District South 24 Parganas amongst his legal heirs and representatives namely 1. Manju Rani Mukherjee, 2. Sri Goutam Mukherjee, 3. Sri Uttam Mukherjee, 4. Smt. Swapna Bhattacharya. After demise of the said



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Harishankar Mukhopadhyay dated 27th day of September, 2011 by virtue of the said Bengali Nirupan Patra, all of his aforesaid legal heirs and representatives became the joint owner of the said properties.

Subsequently the said Smt. Manju Rani Mukherjee died intestate on **07.02.2018**, leaving behind her two sons namely Sri Goutam Mukherjee and Sri Uttam Mukherjee and only daughter namely Smt. Swapna Bhattacharya as her only surviving legal heirs to inherit the said property as per Hindu Succession Act., 1956.

AND WHEREAS the said Sri Goutam Mukherjee, Sri Uttam Mukherjee and Smt. Swapna Bhattacharya have jointly mutated their names in the books and records of the Rajpur- Sonarpur Municipality and the said property has been known and numbered as the **Holding No. 182, Boral A, Pincode 700154** and started to pay the taxes regularly and they also mutated their names in the record of BL&LR vide L.R. Khatian Nos. 3479 (Uttam Mukherjee), 3480 (Goutam Mukherjee), 3481 (Swapna Bhattacharya) in L.R. Dag No. 456 in Mouza- Boral, J.L. No. 61 and pay tax regularly.

AND WHEREAS the said Sri Goutam Mukherjee, Dr. Uttam Mukherjee and Smt. Swapna Bhattacharya, since deceased became the joint and absolute Owners and Possessors of **ALL THAT** piece and parcel of homestead land measuring more or less an area of 04 (Four) Cottahs 09 (Nine) Chataks and 29 (Twenty Nine) Sq.ft. along with structure, lying and situated at Mouza Boral, J.L. No.61, Touzi No.142, appertaining to Khatian No. 258 corresponding to Hal Khatian No.520 and L.R. Khatian No. 3479, 3480, 3481, comprising to Dag No.338, corresponding to L.R. Dag No. 456, being Rajpur-Sonarpur Municipality Holding No. 182, Boral A [Road Name- Boral Majher Para], Police Station Narendrapur (previously Sonarpur), Ward No. 34 within Rajpur- Sonarpur Municipality, Pincode 700154, District Sub Registrar at Alipore, in the District South 24 Parganas and Schedule 'A' property is free from all encumbrances [hereinafter referred as "SAID PROPERTY].

AND WHEREAS the Owners/Vendors herein namely the said Sri Goutam Mukherjee, Dr. Uttam Mukherjee and Smt. Swapna Bhattacharya, since deceased desired to construct a multi-storied building on the **Said Property** and therefore they appointed **M/S. SOUMYA CONSTRUCTION,** a



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proprietorship firm, having its registered office at T-21, Subhas Pally, Garia, Post Office- Garia, Police Station- Banskroni, Kolkata - 700084, District- South 24 Parganas, being represented by its sole proprietor namely **SRI SOUMYAJIT MAITI (PAN: AYNPM6694H) (ADHAR NO. 4119 0735 4656) (D.O.B. 21.09.1978)**, son of Sri Ranjit Kumar Maity, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at T-21, Subhas Pally, Garia, Post Office- Garia, Police Station- Banskroni, Kolkata - 700084, District - South 24-Parganas, as their Developer and the Owners/Vendors herein namely the said Sri Goutam Mukherjee, Dr. Uttam Mukherjee and Smt. Swapna Bhattacharya, since deceased and **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, entered into a Registered Development Agreement dated 10th day of March, 2021 which was registered in the office of the District Sub-Registrar-III, South 24 Parganas at Alipore and the same was recorded in Book No. I, Volume No. 1603-2021, Page from 64853 to 64881, being No. 160301780 for the Year 2021 and subsequently the Owners/Vendors herein namely the Owners/Vendors herein namely the said Sri Goutam Mukherjee, Dr. Uttam Mukherjee and Smt. Swapna Bhattacharya, since deceased and **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, also executed a registered Development Power of Attorney after registered Development Agreement dated 10th March, 2021 which was registered in the office of the District Sub-Registrar-III, South 24 Parganas at Alipore and the same was recorded in Book No. I, Volume No.1603-2021, Page from 70784 to 70804, being No. 160301792 for the year 2021.

AND WHEREAS by virtue of the said Development Agreement and Development Power the said Developer namely **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, being represented by its sole proprietor namely Sri Soumyajit Maiti obtained a building Sanction plan in the name of SOUMYA CONSTRUCTION from Rajpur-Sonarapur Municipality being **Building Permit No. SWS-OBPAS/2207/2023/0519 dated 04.05.2023.**

AND WHEREAS the said Smt. Swapna Bhattacharya died intestate on 25.04.2025 vide Certificate No. D/2025/0275361, registered on 19.05.2025 which was issued by New Town Kolkata Development Authority leaving behind her only daughter namely Smt Rima Bhattacharya, the Land Owner



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No.3 herein, as her only legal heir and successor to inherit the said property as per the Provisions of Hindu Succession Act, 1956.

AND WHEREAS due to some personal reasons and consideration as well as incapability, the said **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, would not able to materialization the Development and construction of the multi-storied building on the said land and therefore the said Sri Goutam Mukherjee, Dr. Uttam Mukherjee and Smt Rima Bhattacharya and **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, cancelled the said Development Agreement dated 10th March, 2021 by virtue of a Registered Cancellation of Development Agreement dated 17.12.2025 which was registered in the office of the District Sub-Registrar-III, South 24 Parganas at Alipore and the same was recorded in Book No. I, Volume No. 1603-2025, being No. 23610 for the year 2025 and subsequently the Owners/Vendors herein namely the said Sri Goutam Mukherjee, Dr. Uttam Mukherjee and Smt Rima Bhattacharya and **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, also cancelled the said registered Development Power of Attorney after registered Development Agreement dated 10th March, 2021 by virtue of a registered Cancellation of Development Power of Attorney dated 17.12.2025, which was registered in the office of the District Sub-Registrar-III, South 24 Parganas at Alipore and the same was recorded in Book No. IV, Volume No. 1603-2025, being No. 1080 for the year 2025 and it is also mentioned herein that one of the Land Owner, named Dr. Uttam Mukherjee on behalf of other land owners returns back the money to the Developer i.e. **Rs. 9,00,000/- (Rupees Nine Lakh) only** which was expended by the Developer for Land Development, BL&LRO mutation, legal proceeding, obtaining Building Sanction Plan and other Development work and after that none of the Parties herein will have any financial demand against each other on account of damage or anything whatsoever for the purpose of non-materialization of the Development Work and the said **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, agreed and declared that if the Landowners/ First Part herein appoint any Third Party to complete the Development work, then the said **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, will co-operate in every possible way and will have no objection on that purpose.

AND WHEREAS the Landowners herein have thus possessing and enjoying the Said property as its absolute owners without any hindrances from any corner whatsoever and has been paying all rents, rates and taxes thereof which is free from all encumbrances and bears a good marketable title.

AND WHEREAS the Landowners now desirous to construct a multistoried building and wants to give **ALL THAT** piece and parcel of homestead land measuring more or less an area of 04 (Four) Cottahs 09 (Nine) Chataks and 29 (Twenty Nine) Sq.ft. along with structure, lying and situated at Mouza Boral, J.L. No.61, Touzi No.142, appertaining to Khatian No. 258 corresponding to Hal Khatian No.520 and L.R. Khatian No. 3479, 3480, 3481, comprising to Dag No.338, corresponding to L.R. Dag No. 456, being Rajpur-Sonarpur Municipality Holding No. 182, Boral A [Road Name- Boral Majher Para], Police Station Narendrapur (previously Sonarpur), Ward No. 34 within Rajpur- Sonarpur Municipality, Pincode 700154, District Sub Registrar at Alipore, in the District South 24 Parganas, to the new Developer/ Promoter namely **M/S. DAS PROPERTIES**, a proprietorship firm, having its registered office at Boral Bhattacharjee Para, Post Office- Boral, Police Station- Narendrapur (previously Sonarpur), Kolkata - 700154, District- South 24 Parganas, being represented by its sole proprietor namely **SRI SUVANKAR DAS (PAN: AGUPD7157M) (AADHAAR NO. 9410 8607 4118) (D.O.B. 29.08.1979)**, son of Sri Krishna Kanta Das, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at Boral Bhattacharjee Para, Post Office- Boral, Police Station- Narendrapur (previously Sonarpur), Kolkata - 700154, District- South 24 Parganas, to complete the construction of G+III storied building which was sanctioned by the Rajpur-Sonarpur Municipality being **Building Permit No. SWS-OBPAS/2207/2023/0519 dated 04.05.2023** in the name of **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, being represented by its sole proprietor namely Sri Soumyajit Maiti.

AND WHEREAS the Developer/ Promoter has now agreed to develop the said property on the terms and conditions and stipulations hereunder appearing and also agreed to enter to this Development Agreement for further guidance concerning mutual rights and obligations.

IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS :- NOW THIS DEVELOPMENT OF AGREEMENT WITNESSETH as follows:

ARTICLE -I
(DEFINITION)

1. **LAND OWNERS:** **1. SRI GOUTAM MUKHERJEE (PAN DLMPM3972H) (AADHAR 4808 9093 8096) (D.O.B. 24.10.1960)**, son of Late Harisankar Mukherjee alias Harisankar Mukhopadhyay, by Faith Hindu, by Nationality Indian, by Occupation Retired person, **2. DR. UTTAM MUKHERJEE (PAN AVRPM9861H) (AADHAR 8320 2509 9176) (D.O.B. 07.11.1970)**, son of Late Harisankar Mukherjee alias Harisankar Mukhopadhyay, by Faith Hindu, by Nationality Indian, by Occupation Medical Practitioner, both residing at Village Boral Majherpara. Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata 700154, District: South 24 Parganas AND **3. SMT RIMA BHATTACHARYA (PAN BMCPB7364K) (AADHAR 4927 1953 3536) (D.O.B. 31.12.1989)**, daughter of Asit Baran Bhattacharya, by faith- Hindu, by Nationality- Indian, by Occupation Household, residing at R-32, Kamdahari East, Post Office Garia, Police Station - Bansdrani, Kolkata - 700084, District:-South 24-Parganas.
2. **DEVELOPER / PROMOTER:** **M/S. DAS PROPERTIES**, a proprietorship firm, having its registered office at Boral Bhattacharjee Para, Post Office- Boral, Police Station- Narendrapur (previously Sonarpur), Kolkata - 700154, District- South 24 Parganas, being represented by its sole proprietor namely **SRI SUVANKAR DAS (PAN: AGUPD7157M) (AADHAAR NO. 9410 8607 4118) (D.O.B. 29.08.1979)**, son of Sri Krishna Kanta Das, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at Boral Bhattacharjee Para, Post Office- Boral, Police Station- Narendrapur (previously Sonarpur), Kolkata - 700154, District- South 24 Parganas.
3. **ARCHITECT :** The Architect shall mean who has for the time being, been appointed by the Developer/Promoter for designing and planning of the new Building to be constructed or any other persons, firm or company who may be appointed hereinafter by the Developer/Promoter time to time.
4. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the premises as more fully detailed in the Fourth Schedule hereto.

5. **COMMON PORTIONS** shall mean all the common areas and installations to comprise in the premises after the development as more fully detailed in the Third Schedule hereto.

6. **ARBITRATOR** shall mean such person or persons whom the DEVELOPER/ PROMOTER and OWNERS jointly may from time to time appoint as the Arbitrator for the Project.

7. **MUNICIPALITY** shall mean the Rajpur- Sonarpur Municipality and other concerned authorities, which have recommended, commented upon, approved and/or sanction the plans.

8. **LAND** shall mean **ALL THAT** piece and parcel of homestead land measuring more or less an area of 04 (Four) Cottahs 09 (Nine) Chataks and 29 (Twenty Nine) Sq.ft. along with structure, lying and situated at Mouza Boral, J.L. No.61, Touzi No.142, appertaining to Khatian No. 258 corresponding to Hal Khatian No.520 and L.R. Khatian No. 3479, 3480, 3481, comprising to Dag No.338, corresponding to L.R. Dag No. 456, being **Rajpur-Sonarpur Municipality Holding No. 182, Boral A [Road Name- Boral Majher Para]**, Police Station Narendrapur (previously Sonarpur), Ward No. 34 within Rajpur- Sonarpur Municipality, Pincode 700154, District Sub Registrar at Alipore, in the District South 24 Parganas, more fully described in the **FIRST SCHEDULE** hereto.

9. **NEW BUILDING** shall mean and include the G+ III storied building to be constructed in the said Property as per the sanctioned Building plan vide **Building Permit No. SWS-OBPAS/2207/2023/0519 dated 04.05.2023** sanctioned by Rajpur-Sonarpur Municipality in the name of **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, being represented by its sole proprietor namely Sri Soumyajit Maiti and other concerned authorities, which have recommended, commented upon, approved at the costs of the Developer/ Promoters.

10. **COMMON FACILITIES** : shall mean and include stair-cases, common passages, open spaces, water supply system, water pump and motor, septic tank, Electric lines, Land, Boundary Walls, roof, main gate, corridors of the building, boundary wall with building and points at all common areas, overhead and underground water reservoir and drainage system as described in the **"THIRD SCHEDULE"** herein below.

11. OWNERS' ALLOCATION AS FIXED AS FOLLOWS: In the proposed G+ III storied Building vide **Building Permit No. SWS-OBPAS/2207/2023/0519** dated **04.05.2023** sanctioned by Rajpur-Sonarpur Municipality in the name of **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, being represented by its sole proprietor namely Sri Soumyajit Maiti, constructed on the land described here under the **FIRST SCHEDULE** land, the **LAND OWNERS** shall get as follows :-

- i) That, two numbers of 2BHK flats on the 2nd floor; one flat being Flat No. A3 at South-East-West side and another Flat being Flat No. A2 at North-East-South side of the proposed G+III storied building.
- ii) That, one number of 2BHK flat being Flat No. A1 on the 3rd floor at North-West side of the proposed G+III storied building.
- iii) That, two numbers of Car Parking Space on Ground Floor South-West side of the proposed G+III storied building.
- iv) That, the Developer will give Rs. 9,00,000/- (Rupees Nine Lakh) only as forfeit or non-refundable money at the time of executing the Development Agreement.

Further, be it mentioned herein that the Land owners' allocation shall be provided together with undivided proportionate share of land along with every right, title, interest and lawful possession thereof and the Developer/Promoter shall issue possession letter to the land owners against their allocated portion in Developer's/ Promoter's letter pad.

12. DEVELOPER'S ALLOCATION: save and except owners' allocation mentioned above, the rest of the total sanctioned area/total F.A.R. of G+III storied building vide **Building Permit No. SWS-OBPAS/2207/2023/0519** dated **04.05.2023** sanctioned by Rajpur-Sonarpur Municipality in the name of **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, being represented by its sole proprietor namely Sri Soumyajit Maiti, which is more fully described as follows:-

- i) That, entire 1st floor of the proposed G+ III storied building i.e. one being Flat No. A1 at North-West side, another one being Flat No. A2 at North-East-South side and another one being Flat No. A3 at South-East-West side.

- ii) That, one number of 2BHK flat on 2nd floor being Flat No. A1 North-West side of the proposed G+ III storied building.
- iii) That, two numbers of 2BHK flats on 3rd floor, one Flat being Flat No. A3 at South-East-West side and other one being Flat No. A2 at North-East-South Side of the proposed G+ III storied building.
- iv) That, remaining ground floor area i.e. two no. of shops at South facing and one no of office space at North-East-South-West after giving the two no of Car Parking Space to the land owners which is mentioned in the Owners' Allocation in the building to be constructed on the said premises of the proposed G+ III storied building.

In brief aforesaid allocation discussed above shall be treated as Developer's / Promoter's Allocation and the said Allocated Portions could be sold, transferred and disposed of by the Developer Firm Residentially/ Commercially or the Developer personally on the strength of Registered Development Power of Attorney to be executed by the Land Owners in favour of the Developer.

13. PLANS shall mean the plans of the new building which would be sanctioned and approved by Rajpur-Sonarpur Municipality and other concerned authorities, which have recommended, commented upon, approved and shall also wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations / modifications therein, if any. Be it specifically stated that despite the fact that a Power of Attorney for the purpose of getting the plan sanctioned has been agreed to be given by the owners, it is agreed that before submission of the plan a formal written approval on a copy of the Plan shall be obtained from the **OWNERS** and in case of any Revised Plan also such approval has to be taken which has been mutually decided by the parties herein amicably.

14. PREMISE shall mean having comprised in the premises having an area of **ALL THAT** piece and parcel of homestead land measuring more or less an area of 04 (Four) Cottahs 09 (Nine) Chataks and 29 (Twenty Nine) Sq.ft. along with structure, lying and situated at Mouza Boral, J.L. No.61, Touzi No.142, appertaining to Khatian No. 258 corresponding to Hal Khatian No.520 and L.R. Khatian No. 3479, 3480, 3481, comprising to Dag No.338,

corresponding to L.R. Dag No. 456, being **Rajpur-Sonarpur Municipality Holding No. 182, Boral A [Road Name- Boral Majher Para]**, Police Station Narendrapur (previously Sonarpur), Ward No. 34 within Rajpur- Sonarpur Municipality, Pincode 700154, District Sub Registrar at Alipore, in the District South 24 Parganas, more fully described in the **FIRST SCHEDULE** hereto.

15. PROJECT shall mean the work of the development undertaken to be done by the Developer/Promoter in pursuance hereof till the development of the premises be completed and possession of the completed units is taken over by the Land Owners.

16. PROPORTIONATE with all its cognate variations shall mean such ratio the covered area of any Unit or Units is in relation to the covered area of all the Units in the new building.

17. UNIT shall mean any flat in the new building is capable of being exclusively owned, used and/or enjoyed by any Unit Owner and which is not the common portion.

18. UNIT OWNERS shall mean any person who acquired, hold and/or own and/or agree to acquire hold and/or own any unit in the new building and shall include the Owners and the Developer/Promoter for the Units held by them from time to time.

a) **MASCULINE GENDER** shall include the feminine and vice versa.

b) **SINGULAR** shall include the plural and vice versa.

19. SUBMISSION OF THE DOCUMENTS : at the time of agreement all original copies related to the said Property will be hand over to the Developer/Promoter and against this submission the Developer issue a proper receipt to the land owners for their documents. These documents are required for execution of the building, RERA registration, selling of the flats of Developer's allocation and all other allied jobs and the Developer shall return all the documents/papers to the association. Be it mentioned herein that Developer handover all original and certified copies relating to the property after selling of Developer's Allocation to the association of the building formed in future.

20. SALEABLE SPACE : shall mean the space which have fallen in the Developer's Allocation in the new proposed building available for

independent use and occupation after making due provisions for the OWNERS' Allocation together with all proportionate common facilities and the space as required thereof.

21. EXTRA COST: that any extra work for OWNERS/intending purchaser/s, made by the Developer beyond the specification herein referred, should be at OWNERS/intending purchaser/s' cost but the boundary wall of the schedule land shall be made at the cost of the Developer for the better protection of the entire building.

22. FORCE MAJURE: shall mean flood, earthquake or riot, war, storm, tempest, strike, lock-out any Third party's action and/or any other act or commission beyond the control of the Parties hereto.

23. TRANSFER: with its grammatical variation shall include transfer by possession and by any other mean adopted for the effecting what is understood as a transfer of space in multistoried building to purchase thereof.

24. TRANSFEREE: shall mean a person, Firm, Limited Company, Association of persons to whom any space in the building has been transferred.

25. BUILT UP AREA: means the Covered area of the flat or any Covered Constructed portions along with the proportionate share of stair case.

26. SUPER BUILT UP AREA: means Built up area plus proportionate share or interest of the common land, common area, facilities, proportionate undivided common right to use land, Top roof of the Building, share of meter room, septic tank, drainage and sewerage whatsoever for common purpose and for those facilities the Developer may add any percentage as per their choices with the Covered area or built up area.

27. CARPET AREA means the net usable floor area of a flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

ARTICLE-II COMMENCEMENT

The agreement shall deem to have commenced with effect from the date of execution of these presents.

ARTICLE - II

OWNERS' OBLIGATION

2.1 The '**OWNERS**' have agreed to submit the original papers of the above mentioned schedule land and against this submission the Developer issue a proper receipt to the land owners for their documents.

2.2 The '**OWNERS**' have agreed to hand over possession of the said property now within their possession of the schedule land as and when required by the Developer for new construction thereon.

2.3 Subject to the proceeding clause, the '**OWNERS**' hereby grant exclusive license and permission to the 'Developer' to construct, erect and complete a multistoried building including the owners' share/allocation on the said property in accordance with the building plan vide **Building Permit No. SWS-OBPAS/2207/2023/0519 dated 04.05.2023** sanctioned by Rajpur-Sonarpur Municipality in the name of **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, being represented by its sole proprietor namely Sri Soumyajit Maiti, and handover the possession to the Land Owners within **18 months** from the date of this Development Agreement, if the Developer will not be able to hand over the possession within the stipulated period of **18 months** from the date of this Development Agreement, then the **OWNERS** will give him another **6 months** as a grace period as mutually agreed upon by the parties hereto.

2.4 That after completion of construction and delivery of possession of **OWNERS'** allocation in the new building, the **OWNERS** shall convey and transfer to the Developer and/or their nominee or nominees i.e. prospective purchaser/s therein the undivided proportionate share in the land appurtenant to the flats out of Developer's allocation directly or through Development Power of Attorney which must to be executed after the execution of this Agreement For Development, be treated as related documents.

2.5 The **OWNERS** shall execute and register one Development Power of Attorney in favour of the Developer and to enter into an Agreement with the intending Purchaser/s in respect of the Developer's Allocation Flat by receiving money from them. The **OWNERS** shall execute Deed of Sale/Deed of Agreement in respect of the undivided proportionate share of land or flat and spaces in favour of any Purchaser/s nominated by the said Attorney and to present the Deed/s before the Registrar or Sub-Registrar to admit,

execute of any deed executed by the Attorney on their behalves and receive consideration money and to give discharge thereof in respect of the said property.

2.6 The **OWNERS** hereby undertake that the Developer/Promoter shall be entitled to the construction and shall enjoy their allocation without any interference or disturbance provided the Developer/Promoter perform and observe and fulfill all the terms and conditions herein contained and/or on their part to be observed, performed and/or fulfilled.

2.7 The **OWNERS** hereby agree and covenant with the **DEVELOPER** not to do any act, deed or thing whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any of the **DEVELOPER** allocated portion in the building after completion of the new building.

2.8 The **OWNERS** hereby agree and covenant with the Developer/Promoter not to do any act, deed or thing whereby the Developer/ Promoter may be prevented from selling, assigning and/or disposing of any of Developer's/Promoter's allocation.

2.9 The **OWNERS** hereby agree and covenant with the Developer/ Promoter not to let out, grant, lease, and mortgage and/or charge the said property or any portion thereof for any reason whatsoever.

2.10 The **OWNERS** hereby agree and covenant with the Developer/ Promoter to execute all the papers that may be necessary in terms of the West Bengal Building (Regulation of Promotion of construction and transfer by Promoters) Act, 1993 and/or rules framed there under.

2.11 That the **OWNERS** will pay GST of **OWNERS' ALLOCATION** as per the government rules, if applicable.

2.12 That the **OWNERS** shall sign, execute and register all necessary papers, and documents as would be required for obtaining the sanctioned building plan from Rajpur-Sonarpur Municipality and shall attend all courts, offices, registration offices as and when the **OWNERS** presence would be required and the Developer/ Promoter shall pay or bear all costs and incidental charges for the purpose aforesaid.

ARTICLE - III **OWNERS' RIGHTS AND REPRESENTATIONS**

3.1 The **OWNERS** are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property of land.

3.2 None other than the said **OWNERS** have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.

3.3 The said property is free from all encumbrances, charges, liens, lispendens, trusts, attachments, acquisitions/requisitions whatsoever and however.

3.4 There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act.

3.5 The Owners shall exclusively entitled to Owners' Allocation in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the peaceful possession of the Owners' Allocation.

3.6 The possession letter in Developer's letter pad will be given by the Developer to the Landowners at the time of handover the Landowners' allocation.

ARTICLE-IV **DEVELOPER'S/PROMOTER'S RIGHTS**

4.1. If any amendment or modification is required to be made in the said building plan, the same shall be done by the 'Developer' on behalves of the '**OWNERS**' and the 'Developer' shall pay and bear all fees including Architect's fees, Municipal taxes, charges and expenses etc. required to be paid or deposited for the purpose for construction of the proposed building.

4.2. Nothing in these presents shall be construed as a demise or assignment or conveyance in Law by the '**OWNERS**' of the said property or any part thereof to the 'Developer' or are creating any right, title or interest in respect thereof of the 'Developer' other than an exclusive license to the 'Developer' to commercially exploit the same in terms hereof by constructing a multistoried building on the said property and to deal with the Developer's allocation in the building in the manner hereafter stated.

4.3. The Developer will be responsible to arrange the investment towards the construction of the entire proposed new building to be constructed in the said premises including any investment towards relating Municipality and B.L.&L.R.O in which investment towards anything relating Municipality.

4.4. The Developer shall exclusively entitled to **DEVELOPER'S ALLOCATION** in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right

claim or interest therein whatsoever of the **OWNERS** and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the **DEVELOPER'S ALLOCATION**.

4.5. The decision of the **DEVELOPER** regarding the quality of the building materials shall be final and binding upon the Parties hereto. The building materials shall be standard one. However, the **OWNERS** shall have the right of inspection the project from time to time if required.

4.6. The **OWNERS** will give all original documents/papers to the Developer and also take a receipt from the Developer and the Developer shall also return all the documents/papers after completion of the construction work and sale of all flats/units under Developer's Allocation to the association of the building formed in future.

4.7. The Developer shall be deemed to be the Confirm Attorney/Agent of the Land Owners and as such Agent shall be solely and exclusively responsible for construction of the said building and also shall have Authority to sell Developer's allocated portion Together with proportionate undivided proportionate share of land along with other facilities, privileges subject to restriction as per Apartment Act, 1972, followed by its amendment day by day on the strength of this Registered Development Power of Attorney executed by the **LAND OWNERS** in favour of the Developer and/or in the name of **M/S. DAS PROPERTIES**, a proprietorship firm, having its registered office at Boral Bhattacharjee Para, Post Office- Boral, Police Station- Narendrapur (previously Sonarpur), Kolkata - 700154, District- South 24 Parganas, being represented by its sole proprietor namely **SRI SUVANKAR DAS (PAN: AGUPD7157M) (AADHAAR NO. 9410 8607 4118) (D.O.B. 29.08.1979)**, son of Sri Krishna Kanta Das, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at Boral Bhattacharjee Para, Post Office- Boral, Police Station- Narendrapur (previously Sonarpur), Kolkata - 700154, District- South 24 Parganas, where the **LAND OWNERS** shall also give the Developer exclusive lawful power, right and authority to construct the said building along with the right and Authority to sell or transfer all Developer's allocated portions exclusively and independently, comprised of the new building be erected on the land described here under the **FIRST SCHEDULE**.

4.8. The Developer shall be authorized in the names of the **OWNERS** in so far as in necessary to apply for and obtain quotas entitle required for



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cement, steel, bricks and other Building materials required for the entire construction of the Building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other facilities required for the construction of enjoyments of the Building facilities required for the construction of enjoyments of the building and also noted here that from the date of taking possession of the land for new construction, all rents, rates taxes and all others out goings shall be borne by the Developer and in the same way from the date of taking possession of the **LAND OWNERS'** allocated portion by the **LAND OWNERS**, they will bear the aforesaid all outgoing expenses for their allocated portion only. Be it mentioned here that the **LAND OWNERS** shall clear all rent, rates, Municipal Taxes and other liabilities whatsoever the **OWNERS** had or have till the date of delivery of land to the Developer, the Second Part herein and then the Developer shall bear the same on behalf of the **LAND OWNERS** till handing over the Owners' Allocation.

4.9. That the Developer shall have the right and authority to execute and register the Deed of Conveyance/s or any other documents unto and in favour of the intending prospective Purchaser/s or other as the case may be on the basis of the Development Power of Attorney in respect of the Flats etc. belonging to the Developer's allocation. The Owners hereby agreed to make themselves available if necessary at the time of registration of the Deed of Conveyance/s in favour of the Purchaser/s to execute the same as the **OWNERS** in respect of the property under reference but in normal condition at all material times, the Developer is entitled to execute, present and give registration of any Flat/Commercial area or any unit in favour of the intending Purchaser/s, take full or part consideration of the said sold area, admit registration by signing Deed Return Receipt on the strength of Development Power of Attorney executed by the **OWNERS** in favour of the Developer and also on the strength of this Development Agreement.

4.10. That, the Developer shall arrange two accommodation for Land Owner No.1 and Land Owner No.2 herein for Rs. 7,000/- (Rupees Seven Thousand) each.

ARTICLE - V **DEVELOPER'S/PROMOTER'S OBLIGATION**

5.1 The Developer/Promoter hereby agrees and covenants with the **OWNERS** to complete the construction of the building within the stipulated



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time as stated herein. Only on reasonable ground and on request of the Developer/Promoter the owners may consider and extend the completion period of the said construction on the said property.

5.2 The Developer shall be liable to meet up all previous outstanding and liabilities and Documentation including Municipal Taxes in respect of the entire premises if any. But during construction work of the venture all the liabilities in connection with the construction work shall be paid only by the Developer/Promoter even at the time of construction work if any labour or mason or any man connected with said venture dies due to accident **OWNERS** shall not be held responsible and liable to pay any compensation for the same.

5.3 The Developer/Promoter hereby agrees and covenants with the **OWNERS** not to violate or contravene any of the provisions or rules applicable for construction of the building as result of which the obligation and liabilities will accrue upon the owners.

5.4 The Developer/Promoter hereby agrees and covenants with the owners not to do any act, deed or thing whereby the **OWNERS** are prevented from enjoying, selling, assigning and/or disposing of any of the **OWNERS'** allocation on the building.

5.5 That upon completion of construction of the new building, the builder shall inform the **OWNERS** to take delivery of possession of the **OWNERS'** allocated area in the new building in good and habitable condition and the **OWNERS** within 30 days from the date of such intimation shall take possession of their allocation thereon and the **OWNERS** shall have to pay all rent, rates and taxes and others out goings from the date of taking land owners' allocation as per notice serves.

ARTICLE - VI

FURTHER OBLIGATIONS MUTUALLY AGREED BY THE OWNERS AND THE DEVELOPER/PROMOTER

6.1 The **OWNERS** hereby agree and covenant with the Developer/Promoter that as soon as the **OWNERS'** allocated areas will be completed as per specification and satisfactory condition, and/or request of the Developer/Promoter to take possession of their mentioned allocation.

6.2 That the **OWNERS** shall be exclusively entitled to deal with **OWNERS'** allocation in the new building and the Developer/Promoter shall be exclusively entitled to the Developer's allocated area therein and the

Developer shall be at liberty to sell/transfer their/its allocated portion in favour of any person or persons at any consideration which may be considered by the Developer/ Promoter and the owners shall not entitled to interfere in any manner.

ARTICLE - VII **FORCE MAJEURE**

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

7.2 Force majeure shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock out, order of injunction, and/or any other order of a statutory authority and any other act or commission beyond the control of the parties hereto.

ARTICLE-VIII **JURISDICTION**

The courts of South 24 Parganas alone shall have the jurisdiction to entertain and try all actions, suits, and proceedings arising out of this agreement.

ARTICLE IX **ARBITRATION**

All disputes and differences between the parties hereto arising out of this agreement regarding the construction or interpretation of any of the terms and conditions herein or determination of any liability or otherwise touch these presents shall be referred to a sole Arbitrator to be nominated by both the parties with regard to appointment of the Sole Arbitrator. Each party shall nominate their own Arbitrator and the same be deemed to be reference with the meaning of the Arbitration and Conciliation Act, 1996 and/or the act as may be enacted and the Statutory Amendments or modification there under and the Award given by such Arbitrators shall be binding and conclusive on the parties hereto. The Arbitrator shall have summery powers.

The Arbitrator shall have the power to appoint an arbitrator in case of any difference such award to be passed by the Umpire shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

FIRST SCHEDULE
(DESCRIPTION OF THE LAND)

ALL THAT piece and parcel of homestead land measuring more or less an area of 04 (Four) Cottahs 09 (Nine) Chataks and 29 (Twenty Nine) Sq.ft. along with structure, lying and situated at Mouza Boral, J.L. No.61, Touzi No.142, appertaining to Khatian No. 258 corresponding to Hal Khatian No.520 and L.R. Khatian No. 3479, 3480, 3481, comprising to Dag No.338, corresponding to L.R. Dag No. 456, being **Rajpur-Sonarpur Municipality Holding No. 182, Boral A [Road Name- Boral Majher Para]**, Police Station Narendrapur (previously Sonarpur), Ward No. 34 within Rajpur- Sonarpur Municipality, Pincode 700154, District Sub Registrar at Alipore, in the District South 24 Parganas, and the same is butted and bound in the manner follows:

ON THE NORTH : By land of Kali Charan Ghosh;

ON THE SOUTH : By 23 Feet wide road;

ON THE EAST : By land under part Dag No. 338;

ON THE WEST : By land of Nirmal Chandra Mukhopadhyay;

SECOND SCHEDULE
(DESCRIPTION OF THE LAND OWNERS' ALLOCATION AND DEVELOPER'S ALLOCATION)

• **OWNERS' ALLOCATION AS FIXED AS FOLLOWS:** In the proposed G+ III storied Building vide **Building Permit No. SWS-OBPAS/2207/2023/0519 dated 04.05.2023** sanctioned by Rajpur-Sonarpur Municipality in the name of **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, being represented by its sole proprietor namely Sri Soumyajit Maiti, constructed on the land described here under the **FIRST SCHEDULE** land, the **LAND OWNERS** shall get as follows :-

v) That, two numbers of 2BHK flats on the 2nd floor; one flat being Flat No. A3 at South-East-West side and another Flat being Flat No. A2 at North-East-South side of the proposed G+III storied building.

vi) That, one number of 2BHK flat being Flat No. A1 on the 3rd floor at North-West side of the proposed G+III storied building.

vii) That, two numbers of Car Parking Space on Ground Floor South-West side of the proposed G+III storied building.

viii) That, the Developer will give Rs. 9,00,000/- (Rupees Nine Lakh) only as forfeit or non-refundable money at the time of executing the Development Agreement.

• **DEVELOPER'S ALLOCATION AS FIXED AS FOLLOWS:** save and except owners' allocation mentioned above, the rest of the total sanctioned area/total F.A.R. of G+III storied building vide **Building Permit No. SWS-OBPAS/2207/2023/0519 dated 04.05.2023** sanctioned by Rajpur-Sonarpur Municipality in the name of **M/S. SOUMYA CONSTRUCTION**, a proprietorship concern, being represented by its sole proprietor namely Sri Soumyajit Maiti, which is more fully described as follows:-

- i. That, entire 1st floor of the proposed G+ III storied building i.e. one being Flat No. A1 at North-West side, another one being Flat No. A2 at North-East-South side and another one being Flat No. A3 at South-East-West side.
- ii. That, one number of 2BHK flat on 2nd floor being Flat No. A1 North-West side of the proposed G+ III storied building. That, two numbers of 2BHK flats on 3rd floor, one Flat being Flat No. A3 at South-East-West side and other one being Flat No. A2 at North-East-South Side of the proposed G+ III storied building.
- iii. That, remaining ground floor area i.e. two no. of shops at South facing and one no of office space at North-East-South-West after giving the two no of Car Parking Space to the land owners which is mentioned in the Owners' Allocation in the building to be constructed on the said premises of the proposed G+ III storied building.

THIRD SCHEDULE **(DESCRIPTION OF COMMON AREA)**

1. The right in common with the other purchaser for the use of the common parts for egress and ingress and right in undivided proportioned share of land
2. The right of passage in common with other purchaser to get electricity, water connection, gas connection, from and to any other in it or common parts thereof pipes, drains lying or being under through or over the said unit

as far as may be reasonably necessary beneficial use and occupation of the other parts, of the building.

3. The right of protection for other parts of the building by all parts of the said unit as far as it is necessary to protect the same.
4. All essential and easement rights applicable to ownership flat as per apartment rule and possible in that area.
5. Common area, the stair case and its landing passage, outer wall, roof, overhead tank, reservoir, common pump machine, entrance, all vacant portions.
6. There will be no Lift facility available in the said building.

FOURTH SCHEDULE
(DESCRIPTION OF COMMON EXPENSE)

1. All cost of maintenance, operating redecorating and lighting the common portions including the outer walls of the building, parking spaces and boundary walls.
2. The salaries and all expenses for the all persons employed for the common purpose.
3. Municipal and other rates, taxes and levies and all other outgoings save those separately assessed from incurred in respect of any unit.
4. Cost of establishment and operations of the society (if society form) relating to the common purpose.
5. All other expenses and outgoings as are deemed by the society to be necessary or incidental for the common purposes including for creating a fund for replacement, renovation, painting and/or periodic repainting of the common portions.

FIFTH SCHEDULE
(TECHNICAL SPECIFICATION OF THE BUILDING)

1. Foundation : As per Rajpur-Sonarapur Municipality Structural
Sanction Plan.
2. Plinths : As per Rajpur-Sonarapur Municipality Structural
Sanction Plan.
3. Super Structure : As per Rajpur-Sonarapur Municipality Structural

Sanction Plan.

4. Walls : As per Rajpur-Sonarpur Municipality

Structural Sanction Plan.

5. Floor Finishing Skirting Dado etc. : Tiles flooring 4" skirting and margin and 6'-4" Dado to bath and privy and 3' ft. Height glazed tiles above cooking platform and at toilet marble flooring to 6' from the floor height.

6. Plaster : the outside of the building wall have cement plaster (1:6) $\frac{3}{4}$ (Average) where at the inside and the ceiling plaster will be $1\frac{1}{2}$ " thick.

(Average) in 1:4 with plaster of paris finishing inside and outside plaster shall be of cement and sand.

7. Outside Painting : Weather Coat

8. Doors : (a) Salwood Frame Flash Door in each door.

(b) Commercial flash door painted both side.

(c) Aluminium Tower Bolt

(d) Hasbold Handle for door for bedroom

(e) Electrical bell point

9. Windows : Aluminium Sliding windows with (3mm) white clear glass and grill of good quality.

10. Toilet & Kitchen Fitting : Kitchen

(a) One W.C. and white commode with white P.V.C. cistern.

(b) One white porcelain washbasin.

(c) One Shower.

(d) Two Taps, geyser plumbing line.

11. Kitchen : The Kitchen will have a cooking platform with black stone, sink (stainless steel) with water connection, two points with bib-cocks, will be provided in the kitchen, glazed tiles will be in front of cooking base (6'0"-2'6") with tiles flooring.

12. W.C. : (a) One European White commode with white P.V.C., cistern,

(b) One Tap

13. Stair Case & Floor : (a) Stair Case marble floor will be provided with R.C.C. jal, fro light and ventilation.

(b) Cabin for electric metre.

(c) 3' height parapet wall will be provided all round the roof.

(d) The staircase and the floor of the flat will be by marble finishing.

15. Sanitation & Cleaniness : Proportioned expenses of all owners/occupiers after completion of construction.

16. Electricals : Concealed wiring with copper wires wiring for installation.

a) Each bed room : 2 light points, 1 fan point, 2 plug points (5 amp) and 1 AC point

b) Living/Dining : 2 light points, 2 fan point, 2 plug points (5 amp)

c) Kitchen : 1 light, 1 exhaust fan point (5 amp), 1 power point (15 amp).

d) W.C. : 1 light point (5 amp)

e) Toilet : 1 light, 1 exhaust fan point (5 amp), 1 plug point (15 amp).

f) Each Balcony : 1 light point (5 amp)

g) Required points for pump, stair, common passage and roof.

18. Water Supply : One R.C.C. Overhead Reservoir provided on the top of the last roof as per design.

19. False ceiling on top floor only for Landowners' portion.

The suitable electric pump with motor will be installed at the ground floor to deliver water to overhead reservoir from R.S.M. Supply or boring.

All the above technical specification is subject or being approved by Kolkata Municipal Corporation Authority and the same may be altered depending

upon the size of the flat concerned and on mutual agreement between the Developer and Owner/Purchaser.

Anything extra if demanded by the Owners or intending Purchaser apart from the technical specification given is Fifth Schedule that shall be made or done by the cost of the Owner/Purchaser.

IN WITNESS WHEREOF the parties hereto have put their signature on this day, month and year first above written.

WITNESSES:-

1. Moumita Choudhury
 11/10 Late Basanta Choudhury
 Rabindrapally, Brahmapur,
 Kolkata - 700096

Goutam Mukherjee
 Uttam Mukherjee
 Rina Bhattacharya

2. Badmalika Sam
 (Present)
 Alipore Police Court
 Ref. - 27

SIGNATURE OF LAND OWNERS

M/S DAS PROPERTIES
 [Signature]
 Proprietor

SIGNATURE OF DEVELOPER

Drafted and Typed at my office as per documents, information and instruction are given by all parties & I read over & Explained in Mother Languages to all parties to this deed and all of them admitted that the same has been correctly written as per their instruction

Badmalika Sam
 Advocate
 Enrolment No. 2138/09
 Alipore Police Court,
 Kolkata - 700027

MONEY RECEIPT

Received Sum of **Rs.9,00,000/- (Rupees Nine Lakh) only** as total forfeit or non-refundable amount from the Developer as per memo below:

MEMO

Date	Mode of Transaction	Bank	Amount
27.11.25	RTGS	CANARA BANK	900000/-
Total			Rs. 9,00,000/-

(Rupees Nine Lakh) only

WITNESSES :-

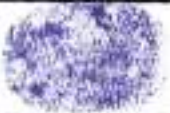
1. Hounika Choudhary

2. Radhika Devi

Gouram Babbar
 Uttam Singh
 Rina Bhattacharya

 SIGNATURE OF LAND OWNERS

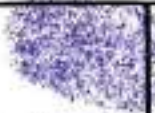
27.11.25
 Hounika Choudhary

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

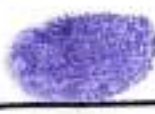
Name SUYANKAR DAS
 Signature Suyankar Das

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

Name GOUTAM MUKHERJEE
 Signature Goutam Mukherjee

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

Name UTTAM MUKHERJEE
 Signature Uttam Mukherjee

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

Name RIMA BHATTACHARYA
 Signature Rima Bhattacharya



IDENTITY CARD

ALIPORE BAR ASSOCIATION

(AFFILIATED UNDER BAR COUNCIL OF WEST BENGAL)

KOLKATA - 700 027

PHONE: CIVIL 3479-4487/88 CRIMINAL 2479-1471

Card No. VP/1390



Name: BODHISATWA BASU Advocate

Father's/Husband's Name: PRADIP KUMAR BASU

WB Bar Council Enrollment No: WB/2138/2005

Date

[Signature]
TSUBOTO SARDAR
ASSISTANT SECRETARY

Major Information of the Deed

Deed No :	I-1603-23622/2025	Date of Registration	17/12/2025
Query No / Year	1603-2003195095/2025	Office where deed is registered	
Query Date	26/11/2025 2:21:13 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bodhisatwa Basu Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8777290339, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 9,00,000/-]		
Set Forth value	Market Value		
Rs. 4/-	Rs. 65,38,826/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 9,632/- (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:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Majherpara (Boral), Mouza: Boral, Ward No: 34, Holding No:182 BORAL A JI No: 61, Pin Code : 700154

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-456 (RS :-)	LR-3479	Bastu	Bastu	1 Katha 8 Chatak 24.66 Sq Ft	1/-	21,09,596/-	Width of Approach Road: 23 Ft.,
L3	LR-456 (RS :-)	LR-3481	Bastu	Bastu	1 Katha 8 Chatak 24.67 Sq Ft	1/-	21,09,615/-	Width of Approach Road: 23 Ft.,
TOTAL :					5.0631Dec	2 /-	42,19,211 /-	

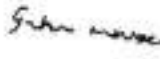
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Majherpara (Boral), Mouza: Boral, Ward No: 034, Holding No:182 BORAL A JI No: 61, Pin Code : 700154

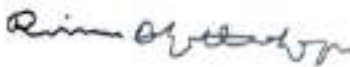
Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR-456 (RS :-)	LR-3480	Bastu	Bastu	1 Katha 8 Chatak 24.67 Sq Ft	1/-	21,09,615/-	Width of Approach Road: 23 Ft.,
Grand Total :					7.5946Dec	3 /-	63,28,826 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3	700 Sq Ft.	1/-	2,10,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		700 sq ft	1 /-	2,10,000 /-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name Shri GOUTAM MUKHERJEE Son of Late HARISANKAR MUKHERJEE Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office	Photo  17/12/2025	Finger Print  Captured LTI 17/12/2025	Signature  17/12/2025
BORAL MAJHERPARA, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX0 , PAN No.:: DLxxxxxx2H, Aadhaar No: 48xxxxxxxx8096, Status :Individual, Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office				
2	Name Dr UTTAM MUKHERJEE Son of Late HARISANKAR MUKHERJEE Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office	Photo  17/12/2025	Finger Print  Captured LTI 17/12/2025	Signature  17/12/2025
BORAL MAJHERPARA, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India Date of Birth:XX-XX-1XX0 , PAN No.:: AVxxxxxx1H, Aadhaar No: 83xxxxxxxx9176, Status :Individual, Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office				

3	Name	Photo	Finger Print	Signature
	Smt RIMA BHATTACHARYA Daughter of Shri ASIT BARAN BHATTACHARYA Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office	 17/12/2025	 Captured LTI 17/12/2025	 17/12/2025
R-32, KAMDAHARI EAST, City:- , P.O:- GARIA, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth:XX-XX-1XX9 , PAN No.:: BMxxxxxx4K, Aadhaar No: 49xxxxxxxx3536, Status :Individual, Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DAS PROPERTIES BORAL BHATTACHARJEE PARA, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Date of Incorporation:XX-XX-1XX9 , PAN No.:: AGxxxxxx7M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri SUVANKAR DAS (Presentant) Son of Shri KRISHNA KANTA DAS Date of Execution - 17/12/2025, , Admitted by: Self, Date of Admission: 17/12/2025, Place of Admission of Execution: Office </td> <td>  Dec 17 2025 1:37PM </td> <td>  Captured LTI 17/12/2025 </td> <td>  17/12/2025 </td> </tr> </tbody> </table> BORAL BHATTACHARJEE PARA, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.:: AGxxxxxx7M, Aadhaar No: 94xxxxxxxx4118 Status : Representative, Representative of : DAS PROPERTIES (as SOLE PROPRIETOR)	Name	Photo	Finger Print	Signature	Shri SUVANKAR DAS (Presentant) Son of Shri KRISHNA KANTA DAS Date of Execution - 17/12/2025, , Admitted by: Self, Date of Admission: 17/12/2025, Place of Admission of Execution: Office	 Dec 17 2025 1:37PM	 Captured LTI 17/12/2025	 17/12/2025
Name	Photo	Finger Print	Signature						
Shri SUVANKAR DAS (Presentant) Son of Shri KRISHNA KANTA DAS Date of Execution - 17/12/2025, , Admitted by: Self, Date of Admission: 17/12/2025, Place of Admission of Execution: Office	 Dec 17 2025 1:37PM	 Captured LTI 17/12/2025	 17/12/2025						

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BODHISATWA BASU Son of Mr P K BASU ALIPORE POLICE COURT, City:- Kolkata, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	

	17/12/2025	17/12/2025	17/12/2025
Identifier Of Shri GOUTAM MUKHERJEE, Dr UTTAM MUKHERJEE, Smt RIMA BHATTACHARYA, Shri SUVANKAR DAS			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Dr UTTAM MUKHERJEE	DAS PROPERTIES-2.53151 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri GOUTAM MUKHERJEE	DAS PROPERTIES-2.53154 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Smt RIMA BHATTACHARYA	DAS PROPERTIES-2.53154 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri GOUTAM MUKHERJEE	DAS PROPERTIES-233.33333300 Sq Ft
2	Dr UTTAM MUKHERJEE	DAS PROPERTIES-233.33333300 Sq Ft
3	Smt RIMA BHATTACHARYA	DAS PROPERTIES-233.33333300 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Majherpara (Boral), Mouza: Boral, Ward No: 34, Holding No:182 BORAL A JI No: 61, Pin Code : 700154

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 456, LR Khatian No:- 3479	Owner:উত্তম মুখার্জী, Gurdian:হরি শঙ্কর মুখার্জী, Address:বিক্র, Classification:বাড়, Area:0.02000000 Acre,	Dr UTTAM MUKHERJEE
L3	LR Plot No:- 456, LR Khatian No:- 3481	Owner:রবীন্দ্র ভট্টাচার্য, Gurdian:অমিত বসু ভট্টাচার্য, Address:বিক্র, Classification:বাড়, Area:0.02000000 Acre,	Seller is not the recorded Owner as per Applicant.

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Majherpara (Boral), Mouza: Boral, Ward No: 034, Holding No:182 BORAL A JI No: 61, Pin Code : 700154

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L2	LR Plot No:- 456, LR Khatian No:- 3480	Owner:গৌতম মুখার্জী, Gurdian:হরি শঙ্কর মুখার্জী, Address:বিক্র, Classification:বাড়, Area:0.03000000 Acre,	Shri GOUTAM MUKHERJEE

Endorsement For Deed Number : I - 160323622 / 2025

On 17-12-2025

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 13:05 hrs on 17-12-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri SUVANKAR DAS .

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 65,38,826/-

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

Execution is admitted on 17/12/2025 by 1. Shri GOUTAM MUKHERJEE, Son of Late HARISANKAR MUKHERJEE, BORAL MAJHERPARA, P.O: BORAL, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Service, 2. Dr UTTAM MUKHERJEE, Son of Late HARISANKAR MUKHERJEE, BORAL MAJHERPARA, P.O: BORAL, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Professionals, 3. Smt RIMA BHATTACHARYA, Daughter of Shri ASIT BARAN BHATTACHARYA, R-32, KAMDAHARI EAST, P.O: GARIA, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Others

Indetified by Mr BODHISATWA BASU, , , Son of Mr P K BASU, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 17-12-2025 by Shri SUVANKAR DAS, SOLE PROPRIETOR, DAS PROPERTIES (Sole Proprietorship), BORAL BHATTACHARJEE PARA, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154

Indetified by Mr BODHISATWA BASU, , , Son of Mr P K BASU, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 9,632.00/- (B = Rs 9,000.00/- ,E = Rs 600.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by , by Cash Rs 32.00/-, by online = Rs 9,600/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/11/2025 7:29PM with Govt. Ref. No: 192025260360552858 on 26-11-2025, Amount Rs: 9,600/-, Bank: SBI EPay (SBIEPay), Ref. No. 5822521291845 on 26-11-2025, 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 , by Stamp Rs 100.00/-, by online = Rs 9,921/-

Description of Stamp

1. Stamp: Type: impressed, Serial no 14757, Amount: Rs.100.00/-, Date of Purchase: 16/12/2025, Vendor name: S Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/11/2025 7:29PM with Govt. Ref. No: 192025260360552858 on 26-11-2025, Amount Rs: 9,921/-, Bank: SBI EPay (SBIEPay), Ref. No. 5822521291845 on 26-11-2025, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2025, Page from 639347 to 639384
being No 160323622 for the year 2025.



Dhar

Digitally signed by Debasish Dhar
Date: 2025.12.29 12:23:55 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 29/12/2025

DISTRICT SUB-REGISTRAR

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

West Bengal.