

DEVELOPMENT AGREEMENT

THIS INDENTURE made on this the day of June, 2022,

Contd/P2

Major Information of the Deed

Deed No:	I-1607-07920/2022	Date of Registration	06/06/2022			
Query No / Year	1607-2001643878/2022	Office where deed is registered				
Query Date	01/06/2022 7:19:11 PM	A.D.S.R. BEHALA, District: South 24-Parganas				
Applicant Name, Address & Other Details	Avishek Guha High Court, Calcutta, Thana: Han 700001, Mobile No.: 983122597	Hare Street, District : Kolkata, WEST BENGAL, PIN - 5973, Status :Advocate				
Transaction		Additional Transaction				
[0110] Sale, Development A	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration]				
Set Forth value		Market Value				
Rs. 10,00,000/-		Rs. 84,14,813/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 10,020/- (Article:48(g))		Rs. 21/- (Article:E, E)				
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urban			

Land Details:

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sarat Chatterjee Road, , Premises No: 101, , Ward No: 131 Pin Code : 700060

Sch No		Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		4 Katha 9 Chatak 34 Sq Ft	-,,		Width of Approach Road: 40 Ft.,
	Grand	Total:			7.606Dec	8,00,000 /-	68,45,438 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2325 Sq Ft.	2,00,000/-	15,69,375/-	Structure Type: Structure

Gr. Floor, Area of floor :1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 1125 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor: 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Tota	: 2325 sq ft	2,00,000 /-	15,69,375 /-	

Tand Lord Details:

Name	Photo	Finger Print	Signature
Mrs MITALI BOSE Daughter of Late GOBINDALAL BOSE Executed by: Self, Date of Execution: 06/06/2022 , Admitted by: Self, Date of Admission: 06/06/2022 ,Place : Office			Mitali Bose
	06/06/2022	LTI 06/06/2022	06/06/2022

Developer Details:

Executed by: Self, Date of Execution: 06/06/2022

, Admitted by: Self, Date of Admission: 06/06/2022 ,Place: Office

SI No	Name,Address,Photo,Finger print and Signature
1	GOPAKRISH PROJECTS PRIVATE LIMITED 155A, Panchanan Tala Lane/Road, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, PAN No.:: AAxxxxxx3D, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

(Pres	NJAN DUTTA sentant) of Late ASHIM KUMAR			Signature
Date 06/06 Self, 06/06				Anjandinis
		Jun 6 2022 1:31PM	LTI 06/06/2022	06/06/2022

Na ≗ ne	Photo	Finger Print	Signature
Mr, MANISH ADHIKARY Son of Mr BARINDRA KUMAR ADHIKARY 31, Maharani Indira Devi Road, City:- Not Specified, P.O:- PARNASREE PALLY, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060	10		Manish Adhikaz
	06/06/2022	06/06/2022	06/06/2022

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mrs MITALI BOSE	GOPAKRISH PROJECTS PRIVATE LIMITED-7.60604 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Mrs MITALI BOSE	GOPAKRISH PROJECTS PRIVATE LIMITED-2325.00000000 Sq Ft

Endorsement For Deed Number: I - 160707920 / 2022



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 84,14,813/-



Asis Kumar Dutta ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BEHALA

South 24-Parganas, West Bengal

On 06-06-2022

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 12:58 hrs on 06-06-2022, at the Office of the A.D.S.R. BEHALA by Mr ANJAN DUTTA,

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

Execution is admitted on 06/06/2022 by Mrs MITALI BOSE, Daughter of Late GOBINDALAL BOSE, P-131, PARNASREE PALLY, P.O: PARNASREE PALLY, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession Others

Indetified by Mr MANISH ADHIKARY, , , Son of Mr BARINDRA KUMAR ADHIKARY, 31, Road: Maharani Indira Devi Road, , P.O: PARNASREE PALLY, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Service

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

Execution is admitted on 06-06-2022 by Mr ANJAN DUTTA, DIRECTOR, GOPAKRISH PROJECTS PRIVATE LIMITED (Private Limited Company), 155A, Panchanan Tala Lane/Road, City:- Not Specified, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034

Indetified by Mr MANISH ADHIKARY, , , Son of Mr BARINDRA KUMAR ADHIKARY, 31, Road: Maharani Indira Devi Road, , P.O: PARNASREE PALLY, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/06/2022 3:12PM with Govt. Ref. No: 192022230041448641 on 02-06-2022, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BSFBRR1 on 02-06-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,020/-

Déscription of Stamp

1. Stamp: Type: impressed, Serial no 040980, Amount: Rs.5,000/-, Date of Purchase: 25/05/2022, Vendor name: SHASHANKA SEKHAR ROYCHOWDHURY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/06/2022 3:12PM with Govt. Ref. No: 192022230041448641 on 02-06-2022, Amount Rs: 5,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BSFBRR1 on 02-06-2022, Head of Account 0030-02-103-003-02



Asis Kumar Dutta

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BEHALA

South 24-Parganas, West Bengal

Registered in Book - I
Volume number 1607-2022, Page from 254185 to 254224
being No 160707920 for the year 2022.





Digitally signed by ASIS KUMAR DUTTA Date: 2022.06.07 15:29:14 +05:30 Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2022/06/07 03:29:14 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BEHALA West Bengal.

(This document is digitally signed.)

BETWEEN SMT. MITALI BOSE (PAN AGRPM4917H) (AADHAAR No. 2217 2051 6782), daughter of Late Gobindalal Bose, by Faith- Hindu, by Nationality- Indian, by Occupation- Others, residing at P-131, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, hereinafter called and referred to as the LANDOWNER/FIRST PARTY (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, successors, administrators, executors, legal representatives and assigns) of the FIRST PART.

AND

"M/S. GOPAKRISH PROJECTS PRIVATE LIMITED." (PAN AAGCG9333D), a Private Limited Company [Persuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014], having its Registered Office at 155A, Panchanan Tala Lane, P.O. Behala, Police Station- Parnasree, Kolkata- 700034, District- South 24 Parganas, being represented through one of its' Director namely SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253), son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at "PRERONA", 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata-700034, District- South 24 Parganas, hereinafter called and referred to as the BUILDER/DEVELOPER/SECOND PARTY (which term or expression be deemed to mean and include its successors-in-office and assigns) of the SECOND PART (As per the Board Meeting and Resolution by the Directors of the Company dated 25.05.2022, Sri Anjan Dutta, one of the Director of the Company, is empower to sign the Development Agreement on behalf of the Company).

WHEREAS by virtue of a Registered Deed Of Sale (written in Bengali) dated 24th day of September, 1975, one Smt. Rama Mukhopadhyay alias Smt. Rama Mukherjee (since deceased), wife of Pankaj Mukhopadhyay alias Pankaj Mukherjee, purchased ALL THAT piece and parcel of demarcated land measuring more or less 2 (Two) Cottahs 9 (Nine) Chittacks 34 (Thirty Four) sq.ft. along with a One Storied Structure standing thereon, lying and situated at Mouza- Behala, Paragana- Balia, J.L. No. 2, R.S. No. 83, District Collectorate Touzi No. 346, comprising in Khatian No. 66, Dag No. 636, being Holding No. 140/138, Sarat Chatterjee Road, within the limits of the South Suburban Municipality then the Calcutta Municipal Corporation (S.S. Unit) now The Kolkata Municipal Corporation (S.S. Unit) under Ward No. 131, P.S. previously Behala now Parnasree, Kolkata- 700060, Districtpreviously 24 Parganas now South 24 Parganas, A.D.S.R. Behala, previously 24 Parganas now South 24 Parganas, free from all encumbrances, from one Smt. Kanchan Mala Devi, wife of Sri Sarada Prasanna Chakraborty and the said Deed Of Sale duly registered at the Office of the S.R. Behala, 24 Parganas and recorded in Book No. 1, Volume No. 71, Pages from 255 to 260, Being No. 4390 for the year 1975.

AND WHEREAS the said Smt. Rama Mukhopadhyay alias Smt. Rama Mukherjee (since deceased) become the absolute Owner of the said property and had been possessing the same by mutating her name in the Assessment Record of the South Suburban Municipality then the Calcutta Municipal Corporation (S.S. Unit) now the Kolkata Municipal Corporation (S.S. Unit) and the said property now being known and numbered as of Municipal Premises No. 101, Sarat Chatterjee Road, P.O. Parnasree Pally, Police

Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-17-0101-4., A.D.S.R. Behala, South 24 Parganas and had been paying taxes regularly and had been enjoying the same and had been enjoying without any interruption whatsoever.

AND WHEREAS by virtue of a another Registered Deed Of Sale (written in Bengali) dated 8th day of November, 1978, the said Smt. Rama Mukhopadhyay alias Smt. Rama Mukherjee (since deceased), wife of Pankaj Mukhopadhyay alias Pankaj Mukherjee, purchased ALL THAT piece and parcel of demarcated land measuring more or less 2 (Two) Cottahs along with a Pucca Room with Asbestos Shed standing thereon, lying and situated at Mouza-Behala, Paragana-Balia, J.L. No. 2, R.S. No. 83, District Collectorate Touzi No. 346, comprising in Khatian No. 66, Dag No. 636, being Holding No. 140/1, Sarat Chatterjee Road, within the limits of the South Suburban Municipality then the Calcutta Municipal Corporation (S.S. Unit) now The Kolkata Municipal Corporation (S.S. Unit) under Ward No. 131, P.S. previously Behala now Parnasree, Kolkata- 700060, District- previously 24 Parganas now South 24 Parganas, A.D.S.R. Behala, previously 24 Parganas now South 24 Parganas, free from all encumbrances, from one Sri Bimal Chandra Bhattacharya, son of Late Sarat Chandra Bhattacharya and the said Deed Of Sale duly registered at the Office of the A.D.S.R. Behala, 24 Parganas and recorded in Book No. 1, Volume No. 47, Pages from 6 to 10, Being No. 2159 for the year 1978.

AND WHEREAS then said Smt. Rama Mukhopadhyay alias Smt. Rama Mukherjee (since deceased) become the absolute Owner of the said property and had been possessing the same by mutating her name in the Assessment Record of the South Suburban Municipality then the Calcutta Municipal Corporation (S.S. Unit) now the Kolkata Municipal Corporation (S.S. Unit) and the said property now being known and numbered as of Municipal Premises No. 194, Sarat Chatterjee Road, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-17-0191-9, A.D.S.R. Behala, South 24 Parganas and had been paying taxes regularly and had been enjoying the same and had been enjoying without any interruption whatsoever.

AND WHEREAS thereafter the said Smt. Rama Mukhopadhyay alias Smt. Rama Mukherjee (since deceased) had amalgamated the said 2 (Two) Nos. of Plot, as the two plots are adjacent to each other and the said two plots of land in aggregating measuring about 4 (Four) Cottahs 9 (Nine) Chittacks 34 (Thirty Four) sq.ft. more or less and by paying taxes regularly to the proper Authorities in her name seized and possessed and enjoying the said premises without any interruption by anybody else.

AND WHEREAS the said Smt. Rama Mukhopadhyay alias Smt. Rama Mukherjee (since deceased) with the help of her elder son namely Sri Indranil Mukherjee, constructed a Three Storied Building on the said First Schedule property measuring 1000 sq.ft. more or less on the Ground Floor, 1125 sq.ft. more or less on the First Floor and 200 sq.ft. more or less with Open Roof on the Second Floor respectively, total measuring about 2325 sq.ft. more or less

on the Three floors, being Municipal Premises No. 101 and 194, Sarat Chatterjee Road, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata-700060, District- South 24 Parganas and Mailing Address P-131, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata-700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-17-0101-4 and 41-131-17-0191-9, A.D.S.R. Behala, South 24 Parganas.

AND WHEREAS the said Smt. Rama Mukhopadhyay alias Smt. Rama Mukherjee (since deceased), during her life time made and published her last WILL and TESTAMENT on 20th day of November, 2007, whereby and whereof the said Smt. Rama Mukhopadhyay alias Smt. Rama Mukherjee (since deceased) gave, devised and bequeathed the said First Schedule property to her elder son namely Sri Indranil Mukherjee.

AND WHEREAS the said Smt. Rama Mukhopadhyay alias Smt. Rama Mukherjee (since deceased) in her said last WILL and TESTAMENT on 20th day of November, 2007, appointed her said elder son namely Sri Indranil Mukherjee, as Executor of her said last WILL.

AND WHEREAS the said Rama Mukhopadhyay alias Rama Mukherjee died on 20.01.2011. leaving behind her last WILL AND TESTAMENT executed on 20th day of November, 2007.

AND WHEREAS after the death of said deceased Rama Mukhopadhyay alias Rama Mukherjee, the executor of her last WILL and TESTAMENT had filed

an application under Act 39, for probate before the Ld. District Judge at Alipore, South 24 Parganas and thereafter the said case was transerred in the Court of Ld. 9th Additional District Judge at Alipore, South 24 Parganas being Case No. 17 of 2015 and the said case was contentious after that new case initiated being No. 0S2 of 2017 and afterwards the said last WILL and TESTAMENT of Rama Mukhopadhyay alias Rama Mukherjee was granted by the Ld. Court by an Order dated 26th day of February, 2019, in favour of the said Executor and sole beneficiary Sri Indranil Mukherjee.

AND WHEREAS by virtue of the Probate of the said last WILL and TESTAMENT of the said deceased Rama Mukhopadhyay alias Rama Mukherjee, her elder son namely Sri Indranil Mukherjee, become the absolute owner of the said First Schedule property.

AND WHEREAS by virtue of a Registered Deed of Gift dated 27th day of August, 2021, registered with the Office of the A.D.S.R. Behala, South 24 Parganas and the same had been duly recorded in Book No. I, Volume No. 1607-2021, Page from 373523 to 373547, Being No. 160710165 for the year 2021, the said Sri Indranil Mukherjee, gifted, transferred and assured his entire share of ALL THAT piece and parcel of Bastu land measuring more or less 4 (Four) Cottahs 9 (Nine) Chittacks 34 (Thirty Four) sq.ft. along with a Three Storied Building measuring 1000 sq.ft. more or less on the Ground Floor, 1125 sq.ft. more or less on the First Floor and 200 sq.ft. more or less with Open Roof on the Second Floor respectively, total measuring about 2325 sq.ft. more or less on the Three floors standing thereon, lying and situated at Mouza-Behala, Paragana-Balia, J.L. No. 2, R.S. No. 83, District Collectorate Touzi No. 346, comprising in Khatian No. 66, Dag No.

636, being Municipal Premises No. 101 and 194, Sarat Chatterjee Road, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District-South 24 Parganas and Mailing Address P-131, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District-South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-17-0101-4 and 41-131-17-0191-9, A.D.S.R. Behala, South 24 Parganas together with right, title and interest in the said property in favour of his wife namely Smt. Mitali Mukherjee, the Landowner herein, which she has already accepted.

AND WHEREAS the Landowner herein, for some disputes and differences cropped up with her husband has started to reside separately from her husband and finally a decree of divorce was passed by the Ld. District Judge, South 24 Parganas, Alipore, on 19th day of April, 2022 in Mat Suit No. 2185 of 2021 (R- 2185) filed under Section13B of the Hindu Marriage Act, 1955.

AND THUS WHEREAS the said Smt. Mitali Mukherjee on getting the decree of divorce favouring the marriage took place in between Mitali Mukherjee and Indranil Mukherjee and since such time or thereafter the said Mitali Mukherjee preferred and intended to change her surname by using her maiden surname and in the like manner the said Mitali Mukherjee ordinarily started to write, use and incorporate her name including surname everywhere and at all the places as Smt. Mitali Bose.

AND WHEREAS the Landowner herein, become the absolute Owner of the said property and amalgamated the said 2 (Two) Nos. of Premises on the

basis of same Owner on two different plots of land and has been possessing the same by mutating her name in the record of Kolkata Municipal Corporation (S.S. Unit), being Municipal Premises No. 101, Sarat Chatterjee Road, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address P-131, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District-South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-17-0101-4, A.D.S.R. Behala, South 24 Parganas and paying taxes regularly and has been enjoying the same by getting usufructs there from and has been enjoying without any interruption whatsoever.

AND WHEREAS while seized and possessed of the said property, the Owner herein has decided and expressed for development of the said property and construction thereon a Multistoried Building with Lift facility thereon through a Builder/Developer.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the field of development of the land and construction of the building, being agreed with the said proposal of Owner and agreed to undertake the charge of such Constructional work and/or development works of the land as described in the Schedule below.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

ARTICLE - I

DEFINITIONS

OWNER: SMT. MITALI BOSE (PAN AGRPM4917H) (AADHAAR No. 2217 2051 6782), daughter of Late Gobindalal Bose, by Faith-Hindu, by Nationality-Indian, by Occupation-Others, residing at P-131, Parnasree

Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, shall mean her legal heirs, successors, executors, legal representatives and assigns, as the case may be.

DEVELOPER: "M/S. GOPAKRISH PROJECTS PRIVATE LIMITED." (PAN AAGCG9333D), a Private Limited Company [Persuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014], having its Registered Office at 155A, Panchanan Tala Lane, P.O. Behala, Police Station- Parnasree, Kolkata- 700034, District- South 24 Parganas, being represented through one of its' Director namely SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253), son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at "PRERONA", 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata-700034, District- South 24 Parganas, shall mean his legal heirs, successors, executors, legal representatives and assigns, as the case may be.

SAID PROPERTY: Multistoried Building with Lift facility to be constructed on and upon the First Schedule land as per plan that will be sanctioned by the Owner herein from the Kolkata Municipal Corporation along with common facilities, benefits, amenities at ALL THAT piece and parcel of Bastu land measuring an area more or less 4 (Four) Cottahs 9 (Nine) Chittacks 34 (Thirty Four) sq.ft. along with a Three Storied Building measuring 1000 sq.ft. more or less on the Ground Floor, 1125 sq.ft. more or less on the First Floor and 200 sq.ft. more or less with Open Roof on the Second Floor respectively, total measuring about 2325 sq.ft. more or less on the Three floors standing thereon, lying and situated

at Mouza- Behala, Paragana- Balia, J.L. No. 2, R.S. No. 83, District Collectorate Touzi No. 346, comprising in Khatian No. 66, Dag No. 636, being Municipal Premises No. 101, Sarat Chatterjee Road, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address P-131, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-17-0101-4, A.D.S.R. Behala, South 24 Parganas, as described in the Schedule below.

PROPOSED BUILDING MEANS: The proposed Multistoried Building with Lift facility to be constructed over the land as described in the Schedule below.

COMMON AREAS: shall mean the passage, ways, stair ways, staircase, the ultimate roof, gates, common lavatory, all rainwater pipes, sewerage, fittings, manhole, pit, gullies, Kolkata Municipal Corporation filtered water connection and the pipe lines, water pump and over head Tank, underground water reservoir, boundary wall, court yard, electric connection, electric supply to common areas and facilities, electric fixtures, in the common areas, main switch, electric meter room, Lift, Lift Room and other facilities which will be provided by the Developer from time to time, the particulars of such common areas are more clearly written in FOURTH SCHEDULE hereunder.

OWNER'S ALLOCATION:

1) The Landowner shall has to be allotted the entire Second Floor in the forms of 1 No. of 2 BHK and 1 No. of 3 BHK Flat respectively in a complete and in a habitable condition of the proposed Multistoried Building with Lift

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facility together with common facilities and amenities of the said proposed Building.

- 2) The Landowner shall has to be allotted 2 (Two) Nos. of Car Parking Spaces out of which 1 (One) shall be Covered Car Parking Space measuring more or less 120 sq.ft. and another shall be 1 (One) shall be Open Car Parking Space measuring more or less 120 sq.ft., both are on the Ground Floor respectively of the proposed Multistoried Building with Lift facility together with common facilities and amenities of the said proposed Building.

 3) The Landowner shall has to be allotted 2 (Two) Nos. of Shop, commercial in nature, measuring more or less 180 sq.ft. built up area each on the Ground Floor of the proposed Multistoried Building with Lift facility together with common facilities and amenities of the said proposed Building.
- 4) 1 (One) No. of Shifting Charges shall be paid by the Developer to the Landowner, herein and the said Shifting Charges will be paid by the Developer to the Landowner herein after getting the possession of the said premises in a peaceful vacant possession till handing over the said Owner's Allocation and the said Shifting Charges will be settled amicably by and between both the Parties herein.

DEVELOPER'S ALLOCATION: Shall mean the entire built-up area in the proposed Multistoried Building with Lift facility as per Building Plan that will be sanctioned by the Kolkata Municipal Corporation authority other

than the allocation of the Owner as specifically written above in "Owner's Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed building to be constructed on ALL THAT piece and parcel of Bastu land measuring an area more or less 4 (Four) Cottahs 9 (Nine) Chittacks 34 (Thirty Four) sq.ft. along with a Three Storied Building measuring 1000 sq.ft. more or less on the Ground Floor, 1125 sq.ft. more or less on the First Floor and 200 sq.ft. more or less with Open Roof on the Second Floor respectively, total measuring about 2325 sq.ft. more or less on the Three floors standing thereon, lying and situated at Mouza- Behala, Paragana-Balia, J.L. No. 2, R.S. No. 83, District Collectorate Touzi No. 346, comprising in Khatian No. 66, Dag No. 636, being Municipal Premises No. 101, Sarat Chatterjee Road, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata-700060, District- South 24 Parganas and Mailing Address P-131, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder.

ARTICLE - II COMMENCEMENT

The date of commencement of the building work shall be reckoned with effect from the date of obtaining Sanctioned Plan from the Kolkata Municipal Corporation in respect of the proposed construction on the First Schedule land and the work shall be completed within 24 (Twenty Four) months thereof always subject to bonafide force majeure circumstances beyond the control of the Developer. Time is the essence of this contract and the Landowners shall vacate the premises only after obtaining Sanction Plan from Kolkata Municipal Corporation. Be it noted that the said stipulated time of 24 (Twenty Four) months shall only be calculated from the date of sanction plan or from the date of vacating the premises whichever is latter.

<u>ARTICLE - III</u> OWNER'S RIGHT AND REPRESENTATIONS

The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring an area more or less 4 (Four) Cottahs 9 (Nine) Chittacks 34 (Thirty Four) sq.ft. along with a Three Storied Building measuring 1000 sq.ft. more or less on the Ground Floor, 1125 sq.ft. more or less on the First Floor and 200 sq.ft. more or less with Open Roof on the Second Floor respectively, total measuring about 2325 sq.ft. more or less on the Three floors standing thereon, lying and situated at Mouza- Behala, Paragana- Balia, J.L. No. 2, R.S. No. 83, District Collectorate Touzi No. 346, comprising in Khatian No. 66, Dag No. 636, being Municipal Premises No. 101, Sarat Chatterjee Road, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District-South 24 Parganas and Mailing Address P-131, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District-South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder or any portion thereof and the said Property is free from all sorts of encumbrances, liens, lispendence and charges. Moreover, the Landowner till this day have