

957/4103, RS Khatian No. 884) as recorded in BLR office as forcible encroachment. The net land available with Smt. Ila Guha after forcible occupation is $37.5-16.5= 21$ Cents or 13 Cottahs more or less situated under Mouza: Garfa, J.L No.19, Pargana: Khaspur, Touzi No.155, formally Sub-Registration Office at Alipore, at present Sealdah under CS Dag No. 761, CS Khatian No. 839 within Police station formally Kasba, at present Garfa, District-South 24 Parganas.

AND WHEREAS to recover the above 16.5 Cents of land under forcible occupation, a partition suit was filed by Smt. Ila Guha against all the encroachers in the Court of Ld. 3rd. Sub-Judge at Alipore being T.S No. 101/1961 and subsequently transferred to Ld. 4th. Court of Sub-Judge at Alipore and re-numbered as T.S No. 43/1967.

AND WHEREAS on 18.07.1967, preliminary decree declared Plaintiff's 75/212 share i.e. 37.5 Cents and subsequently Court appointed Advocate Commissioner to survey the entire plot of C.S. Khatian No. 839, C.S. Dag No.761/1334 as per Court's directive.

AND WHEREAS final order passed on 25.04.1985 by the Court accepting Ld. Commissioner's report allocating 75/212th. Share i.e. 37.5 Cents or 23 Cottahs more or less.

AND WHEREAS the Defendants of the said suits subsequently filed a title Appeal No.455 of 1985 and the Appeal was dismissed for non-prosecution vide Court Order No. 27 dated 19.09.1987.

AND WHEREAS the Defendants subsequently approached Plaintiff for amicable mutual settlement outside Court and Defendants and Defendants obtained possession of their respective lands by virtue of separate registered Deed of Sale between Plaintiff(Vendor) and Defendants (Purchaser).Remaining twenty one(21) Cents or thirteen(13) Cottah more or less of land was under physical possession of Smt. Ila Guha while thus absolutely seized and possessed of the said property got her name mutated in the record of The Kolkata Municipal Corporation.

AND WHEREAS Smt. Ila Guha passed away on 5th. November 2004. During the life time of Smt. Ila Guha made and published her last Will and Testament on 5th. May 2004 and the said Will was registered in the office of Registrar of Assurance at Kolkata and recorded therein Book No. III, Volume No.8, Pages 243 to 249, being no.405 for the year 2004 wherein she bequeathed her

AND WHEREAS after demise of Smt. Ila Guha, the beneficiaries of her last Will and Testament applied for grant of Probate of the said Will before Hon'ble High Court at Kolkata being P.L.A No. 279 of 2005 and Probate was granted by the Hon'ble High Court on 20th. December 2005.

AND WHEREAS by virtue of the said Will and Testament of Smt. Ila Guha, the beneficiaries named Shri Bijay Guha, Shri Malay Guha, Shri Sanjoy Guha and Smt. Ratna Das became the joint OWNERS of the said property i.e 13 Cottah more or less of land being numbered as Municipal Premises No. 138, Garfa Main Road, Kolkata-700 078, P.S-Garfa got their names jointly muted in the records of B.L & L.R.O vide Memo No.18/Mut/4754/BLLRO/ATM/Kasba dated 03/09/2013, reference Mutation case no.1062/13 vide Memo No. 18/Mut/4755/BLLRO/ATM/Kasba dated 03/09/2013, reference Mutation case No. 1060/13, vide Memo No. 18/Mut/4761/BLLRO/ATM/Kasba dated 04/09/2013, reference Mutation case No. 1061/13, vide Memo No. 18/Mut/4767/BLLRO/ATM/Kasba dated 04/09/2013, reference Mutation Case No. 1062/13 and also in the records of The Kolkata Municipal Corporation in respect of the said property being known as Municipal Premises No.138, Garfa Main Road, Kolkata-700 078 vide Mutation Case No.0/106/14/Aug-12/10689 dated 24/08/2012, having Assessee No. 31-106-02-0138-2 and are paying Taxes regularly which is more fully and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to as the said property.

AND WHEREAS the OWNERS herein Shri Bijay Guha, Shri Malay Guha, Shri Sanjoy Guha and Smt. Ratna Das approached the DEVELOPER herein with the proposal to construct a ground plus seven storied building upon the said land in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation for residential as well as commercial purpose comprising of several self contained residential flats, covered /open car parking spaces as per sanctioned plan and commercial shop rooms for mutual profits, interest and benefits on or over the said property more fully and particularly mentioned & described in the First Schedule hereunder written on the terms & conditions which have been mutually discussed & settled by and between the parties herein.

AND WHEREAS the OWNERS have specifically represented to the DEVELOPER that they are the joint OWNERS of the property more fully and particularly mentioned & described in the First Schedule herein underwritten

are jointly seized and possessed of or otherwise well and sufficiently entitled to the said premises in its entirety as the OWNERS thereof and that they have full right and absolute authority of alienation or transfer of the same or any portion thereof without let, hindrance, claim, question or demand being raised by anybody in this behalf and have also declare & confirm that they have not yet executed any sort of instrument like sale, lease, gift, mortgage, charge or agreement for sale, tenancy & Development agreement in respect of said property with anybody/bodies, person/persons, concern/concerns, company/companies and authority/authorities.

AND WHEREAS it has been agreed by and between the parties hereto that the DEVELOPER shall develop and /or caused to be developed the said premises in the manner as has been agreed upon by & between the parties hereto and as hereinafter provided.

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

ARTICLE-I : DEFINITIONS

1. OWNERS shall mean i) SHRI BIJAY GUHA, son of Late Bhabatosh Guha, by Nationality-Indian, by faith Hindu, by occupation-Unemployed (ii) SHRI MALAY GUHA, son of Late Bhabatosh Guha, by Nationality-Indian, by faith Hindu, by occupation-Private Tutor, both residing at 138, Garfa Main Road (having postal address 1, Sreepur Road), P.S : Garfa, Kolkata-700 078 (iii) SHRI SANJOY GUHA, son of Late Bhabatosh Guha, by Nationality-Indian, by faith Hindu, by occupation-Service, presently residing at 32, Ruby Park East, Flat No.3, 1st. Floor, Kolkata-700 078, PS-Kasba, all within the District of South 24 parganas and (iv) SMT. RATNA DAS, wife of Shri Sudhamoy Das and daughter of Late Bhabatosh Guha, by Nationality-Indian, by faith-Hindu, by Occupation-House wife, residing at Flat No.10, Building No.3 of "Sundaram Society", Sector-28, Scheme-4, Pradhikaran, Pune-411044, in the state of Maharashtra.
2. DEVELOPER shall mean " SASWATA CONSULANTS PVT. LTD.", a Company incorporated under the Companies Act, 1956 having its Registered office at 51, Nandi Bagan, Kolkata-700 078, P.S: Garfa (having postal address 47A, Sarat Park, Kolkata-700 078) and Corporate office at 208/8, Rash Behai Avenue, Kolkata-700 029, represented by its Managing Director SHRI LIDAY SANKAR GHOSH S/o. Late Santimov

residing at 51, Sarat Park, Kolkata-700 078, P.S-Garfa, in the District of South 24 Parganas.

3. **TITLE DEED** shall mean all deeds, document, papers and writings regarding title of the said property.
4. **PROPERTY (PREMISES)** shall mean the piece and parcel of homestead land measuring thirteen(13) cottahs be the same a little more or less lying & situating at and being known as Municipal premises no.138, Garfa Main Road, Kolkata-700 078, PS-Garfa, now within the local limits of The Kolkata Municipal Corporation under Ward No. 106 in the District of South 24 Parganas which is more fully and particularly mentioned and described in the First Schedule hereunder written.
5. **BUILDING** shall mean the building or buildings to be constructed on the said piece and parcel of land mentioned above in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation or revised thereof.
6. **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, stairways, lifts, lift machine room, passage ways, shafts, drains, septic tank, overhead water tank and semi-underground water reservoir, pump room, pump & electric motor, electric meter board on wall, care taker room and common toilet with facilities along with the easements attached thereto or which may be mutually agreed upon between the parties or whatsoever required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and/or common facilities or any of them thereon as the case may be.
7. **SALEABLE SPACE** shall mean flat or flats, apartment or apartments covered/open car parking space as per sanction plan thereof for residential purpose and for exclusive use of the respective OWNERS in the building available for independent use and occupation excepting what is due to the OWNERS and after making due provisions for common facilities and the space required there for.
8. **OWNER'S ALLOCATION** shall mean 50% of sanctioned constructed area which includes entire second, third & fifth floor & 50% of top floor and 50% of covered/open car parking space as per sanction plan on the