



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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FIRST SUPPLIMENTARY AGREEMENT

THIS FIRST SUPPLIMENTARY AGREEMENT is made on this the 20th day of September, Two Thousand Fifteen (2015) A.D.

B E T W E E N

by
Day
Chatterjee

A. K. PURKAYASTHA (Stamp Vendor)
Alipore Police Court, Koi-27

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26 AUG 2015

BUEHANKAR SARKAR
Alipore Judge Court
Alipore

(1a) **SMT. PADMA CHATTERJEE**, (PAN: ARXPC0809K) wife of Late Nilambu Prasad Chatterjee, by faith-Hindu, by Occupation - Housewife, Post Office - Tollygunge (1b) **SRI SHUBHORAJ CHATTERJEE** (PAN: AGUPC5571A) son of Late Nilambu Prasad Chatterjee, by faith - Hindu, by Occupation - Business and (1c) **SRI INDRARAJ CHATTERJEE**, (PAN: AMSPC2524K) son of Late Nilambu Prasad Chatterjee, by faith-Hindu, by Occupation - Business, Nos. 1A to 1C residing at 4, Pankajini Chatterjee Road, Post Office-Tollygunge, Police Station-Charu Market, Kolkata- 700033; (2) **SRI DEEPAJ CHATTERJEE**, (PAN: AEAPC0697R) son of Late Gouranga Prasad Chatterjee, by faith-Hindu, by Occupation - Service, residing at 4, Pankajini Chatterjee Road, Post Office-Tollygunge, Police Station : Charu Market, Kolkata-700033; (3) **SMT. DIPONI CHAKRABARTI**, (PAN: AJDPC1079R) wife of Sri Arnab Chakrabarti, daughter of Late Gouranga Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at Flat No. 8, Purba Diganto Co-operative Housing Society Limited, DA - 119, Action Area - 1, Post Office- New Town, Police Station : New Town, Kolkata - 700114, District : North 24 Parganas; (4) **SMT. DIPANJANI BANERJEE**, (PAN:AYTPB1753B) wife of Sri Arijit Banerjee, daughter of Late Gouranga Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 150, Motilal Neheru Road, Post Office-Sarat Bose Road, Police Station : Lake, Kolkata-700029; (5) **SRI PRITHWIRAJ CHATTOPADHYAY**, (PAN: BWPC1827A) son of Late Devprasad Chattopadhyay, by faith - Hindu, by Occupation - Retired, residing at 4, Pankajini Chatterjee Road, Post Office-Tollygunge, Police Station : Charu Market, Kolkata - 700033, (6) **SMT. PADMINI BHATTACHARYYA**, (PAN: AZDPB8237C) wife of Late Nikhilesh Bhattacharyya, by faith - Hindu, by Occupation - Housewife, residing at 21, Dey Street, Sreerampur, Post Office & Police Station : Searampur, District : Hooghly, Pin No. 712201; (7) **SMT. RUKMINI MUKHAPADHYAY**, (PAN: AIZPM1274B) wife of Late Dr. Debabrata Mukhapadhyay, by faith - Hindu, by Occupation - Housewife, residing at 4/1, Central Park, City Centre, Post Office City Centre, (Municipal Corporation) Durgapur, Pin - 713216, Police Station - Arobindo, I.C. City Centre, District: Burdwan; (8) **SMT. NANDINI BANDYOPADHYAY**, (PAN: AXAPB2868G) wife of Prof. Dr. Samaresh

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Bandyopadhyay, by faith-Hindu, by Occupation - Housewife, residing at "Nil Kamal", 203, Lake Town, Block - A, Post Office & Police Station : Lake Town, Kolkata-700089; (9) **SMT. INDRANI MUKHERJEE**, (PAN: CDEPM9735K) wife of Bhabani Prasad Mukherjee, by faith - Hindu, by Occupation - Housewife, residing at A-3/2, Baitalik Co-operative Housing Society, KMDA Housing Complex, Baghajatin, Hiland Park, Post Office-Panchasayar, Police Station : Survey Park, Kolkata : 700094, (10) **SMT. SARBANI BANERJEE**, (PAN:AKUPB0086F) wife of Dr. Debabrata Banerjee, by faith - Hindu, by Occupation - Housewife, residing at CE-45, Sector - I, Salt Lake City, Post Office- Bidhan Nagar CC Block, Police Station : Bidhan Nagar (North), Kolkata - 700064, District : North 24 Parganas; (11) **SMT. BINA CHATTERJEE**, (PAN: ACAPC4543Q) wife of Late Satya Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata - 700033; (12) **SRI ABHIRAJ CHATTERJEE**, (PAN: ACAPC3557G) son of Late Satya Prasad Chatterjee, by faith - Hindu, by Occupation - Business, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata - 700033; (13) **SMT. SUKLA CHATTERJEE**, (PAN:ACEPC5668A) wife of Late Raghuraj Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata-700033; (14) **SMT. SAHELI MUKHERJEE**, (PAN:AQHPM2556J) wife of Sri Sudip Mukherjee, daughter of Late Raghuraj Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 43, Jodhpur Park, Post Office-Sarat Bose Road, Police Station :Lake, Kolkata-700068;(15) **SMT. SNEHAKANA CHATTERJEE**, (PAN: ACHPC8412F) wife of Late Sakti Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata - 700033; (16) **SMT. IRANI MITRA**, (PAN:AKGPM1297D) wife of Rajendra Mitra, daughter of Late Sakti Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata-700033; (17) **SMT. APARNA**

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CHATTERJEE, (PAN: **AEZPC2536E**) wife of Late Pranab Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (18) **SMT. CHANDRANI MUKHERJEE**, (PAN: **AKQPM5430L**) wife of Sri Sahasrangshu Mukherjee, daughter of Late Pranab Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at Flat No. 3A, "Sudakshina Apartment", 377A, Prince Anwar Shah Road, Post Office: Jodhpur Park, Police Station : Jadavpur, Kolkata – 700068; (19) **SRI RANARAJ CHATTERJEE**, (PAN: **AMEPC9473B**) son of Late Ram Prasad Chatterjee, by faith – Hindu, by Occupation – Legal Practitioner, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (20) **SMT. PRIYADARSHINI GANGULY**, (PAN:**ARWPG6264H**) daughter of Late Ram Prasad Chatterjee, wife of Suvrajit Ganguly, by faith – Hindu, by Occupation – Housewife, residing at 15, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (21) **SMT. RAJASHREE BANERJEE**, (PAN:**APBPB3670B**) wife of Late Anshu Nath Banerjee, by faith – Hindu, by Occupation – Housewife, residing at 114F/1L, Salimpur Road, Post Office -Dhakuria, Police Station : Jadavpur, Kolkata – 700031; (22) **SMT. DEBDUTY BANERJEE**, (PAN: **APRPB5573K**) daughter of Late Anshu Nath Banerjee, by faith – Hindu, by Occupation – Student, residing at 114F/1L, Salimpur Road, Post Office- Dhakuria, Police Station : Jadavpur, Kolkata – 700031; (23) **SRI AMIYA NATH BANERJEE**, (PAN: **BEKPB2969C**) son of Late Ashim Nath Banerjee, by faith – Hindu, by Occupation – Business, residing at 76, Poddar Nagar, Post Office-Jodhpur Park, Police Station : Jadavpur, Kolkata – 700068; (24) **SMT. SULEKHA BANERJEE**, (PAN: **AYBPB5558M**) wife of Late Ashesnath Banerjee, by faith – Hindu, by Occupation – Housewife, residing at 76, Poddar Nagar, Post Office- Karju Nagar, Police Station : Jadavpur, Kolkata – 700068; (25) **SRI SOURENDRA NATH CHATTERJEE**, (PAN: **AZTPC0531A**) son of Late Probodh Chatterjee, by faith – Hindu, by Occupation – Retired, residing at 81/1, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (26) **SRI ASHOK KUMAR CHATTERJEE**, (PAN: **AUPBC9307H**)



son of Late Amarendra Nath Chatterjee, by faith – Hindu, by Occupation – Business, residing at 81/1, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (27) **SRI INDRANIL MUKHERJEE**, (PAN: BIJPM7719Q) son of Late Mrigendra Mukherjee, by faith – Hindu, by Occupation – Business, residing at 81/1, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (28) **SRI SANKAR CHATTERJEE**, (PAN: AUMPC8615R) son of Late Rama Prasad Chatterjee, by faith – Hindu, by Occupation – Retired, residing at Bandhe Ali Pally, Brahmapur, Usha Gate, Post Office - Bansdrani, Police Station : Bansdrani, Kolkata – 700070; (29) **SRI SIDDHARTHA CHATTERJEE**, (PAN: AIMPC0504F) son of Late Rama Prasad Chatterjee, by faith – Hindu, by Occupation – Retired, residing at at Bandhe Ali Pally, Brahmapur, Usha Gate, Post Office – Bansdrani, Police Station : Bansdrani, Kolkata – 700070; (30) **SMT. JAYASHREE SENAPATI**, (PAN: BLEPS0858J) wife of Sri Krishna Chandra Senapati and daughter of Late Rama Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 112, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (31) **SRI SUSHIL KUMAR CHATTERJEE**, (PAN: ADPLC7711L) son of Late Kumud Chandra Chatterjee, by faith – Hindu, by Occupation – Business, residing at 63, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (32) **SMT. ARATI CHATTERJEE**, (PAN: APIPC1504Q) wife of Late Sudhir Kumar Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 63, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (33) **SRI SAMPRIT CHATTERJEE**, (PAN: AIMPC9634J) son of Late Sudhir Kumar Chatterjee, by faith – Hindu, by Occupation – Business, residing at 63, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; and (34) **SMT. MONALISA DUTTA**, (PAN: AKZPD3343C) wife of Shantanu Dutta, daughter of Late Sudhir Kumar Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 28A/1D, Jhil Road, Post Office: Dhakuria, Police Station – Jadavpur, Kolkata 700031, (35) **SMT. DEBJANI BISWAS**, (PAN: BLHPB0570K) wife of

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Sri Sudipta Biswas, by faith – Hindu, by Occupation – Housewife, permanent resident of 4, Pankajini Chatterjee Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700033, at present residing at 98, Bailey Close, Bounds Green London N11 2JW UK and (36) **SMT. AMBALIKA PANDE**, (PAN: **BZAPPO308J**) wife of Sri Gopal Pande, daughter of Late Sudhir Kumar Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at P107, Bank Plot, Post Office: Dakuria, Police Station: Lake, Kolkata: 700 031, hereinafter called and referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representatives and assigns) of the **ONE PART**.

AND

MUSKAN HIGHRISE PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at “Martin Burn Building” Room No.7, at Premises No. 1, R.N Mukherjee Road, Police Station- Hare Street, Kolkata- 700001, represented by its one of the Directors- **SRI AMARDEEP BHALOTIA**, son of Late Girija Shankar Bhalotia, by faith-Hindu, by occupation-Business, residing at Flat No. 5A, 5th Floor, 16A, Deshpran Sasmal Road Post Office- Tollygunge, Police Station- Charu Market, Kolkata-700033, hereinafter called and referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

WHEREAS by virtue of a registered Deed of Indenture dated 30.11.1936 one M/s. Mugneeram Bangur and Company as owner sold away **ALL THAT** piece and parcel of land measuring 1(one) Bigha 4(four) Cottahs 3 (three) Chittacks and 20(twenty) Square Feet, be the same or a little more or less, lying and situated in C.S. Dag Nos. 3 & 4, under C.S. Khatian No. 496 of Mouza – Kankulia, at and being Municipal Premises No. 67, Shah Alum Road, subsequently renumbered as Municipal Premises No. 372, Russa Road, Police Station-Tollygunge, within the then Tollygunge Municipality, District : 24-Parganas together with all rights of easement, common facilities and amenities annexed thereto, unto and in favour of Sri Charu Chandra

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Chatterjee, son of Late Abhoy Charan Chatterjee. The said Deed was registered at the office of District Sub-Registrar at Alipore and entered in Book No. I, Volume No. 114, Page Nos. 93 to 98, Being No. 5336 for the year 1936.

AND WHEREAS by virtue of another registered Deed of Indenture dated 30.07.1945, the said M/s. Mugneeram Bangur and Company as owner sold away **ALL THAT** piece and parcel of land measuring 8(eight) Cottahs 8 (eight) Chittacks and 15.5(fifteen point five) Square Feet, be the same or a little more or less, lying and situated in C.S. Dag No. 2, under C.S. Khatian No. 496 of Mouza – Kankulia at and being part of Municipal Premises No. 67, Shah Alum Road, subsequently renumbered as Municipal Premises No. 372, Russa Road, Police Station-Tollygunge, within the then Tollygunge Municipality, District : 24-Parganas, unto and in favour of Sri Charu Chandra Chatterjee, son of Late Abhoy Charan Chatterjee. The said Deed was registered at the office of Sadar Joint Sub-Registrar at Alipore and entered in Book No. I, Volume No. 36, Page Nos. 255 to 260, Being No. 2054 for the year 1945.

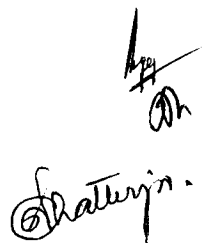
AND WHEREAS in terms of allotment under a Registered Deed of Retirement of Partners dated 01.08.1945, the said Charu Chandra Chatterjee, son of Late Abhoy Charan Chatterjee absolutely got **ALL THAT** piece and parcel of land measuring 2(two) Bigha 16(sixteen) Cottahs 10 (ten) Chittacks and 31.5(thirty one point five) Square Feet, lying and situated in C.S. Dag Nos. 2 & 3, under C.S. Khatian No. 496 of Mouza – Kankulia at and being Municipal Premises No. 67, Shah Alum Road, subsequently renumbered as Municipal Premises No. 372, Russa Road, Police Station-Tollygunge, within the then Tollygunge Municipality, District : 24-Parganas together with all rights of easement, common facilities and amenities annexed thereto and other properties from M/S. Mugneeram Bangur and Company. The said retirement of Partnership was registered at the office of Sadar Joint Sub-Registrar at Alipore and entered in Book No. I, Volume No. 43, Page Nos. 1 to 45, Being No. 2140 for the year 1945.


Charu Chatterjee

AND WHEREAS while the said Charu Chandra Chatterjee was seized and possessed of the aforesaid properties as absolute owner thereof, died intestate on 05.11.1945, leaving behind his wife-Pankajini Chatterjee, seven sons-Devprasad Chatterjee, Satya Prasad Chatterjee, Nilambu Prasad Chatterjee, Sakti Prasad Chatterjee, Pranab Prasad Chatterjee, Ram Prasad Chatterjee as his heirs and after the demise of Charu Chandra Chatterjee his seven sons and wife inherited the aforesaid property according to law. It is pertinent to mention herein that Pankajini Chatterjee inherited undivided share in the aforesaid property as life interest holder.

AND WHEREAS after the demise of Charu Chandra Chatterjee disputes arose as to the Ownership of the aforesaid properties including other properties and the business and as result whereof one Subodh Chandra Chatterjee, the brothers of Charu Chandra Chatterjee as plaintiff instituted Title Suit No. 198 of 1948 before the Learned 2nd Court of Sub-Judge at Alipore for Partition of the several properties including the aforesaid properties, impleading Probodh Chandra Chatterjee, Kumud Chandra Chatterjee, both sons of Ahboy Charan Chatterjee, Dev Prosad Chatterjee, Satya Prosad Chatterjee, Nilamba Prosad Chatterjee, Gournga parasd Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee, Ram Prosad Chatterjee, all sons of Late Charu Chandra Chatterjee and Pankajini Devi, widow of Charu Chandra Chatterjee as defendants.

AND WHEREAS the Plaintiff Subodh Chandra Chatterjee and the Defendant Nos. 1 & 2 Probodh Chandra Chatterjee and Kumud Chandra Chatterjee claimed that whole properties and the business were the joint family properties. Charu Chandra Chatterjee, since deceased, Subodh Chandra Chatterjee, Probodh Chandra Chatterjee, and Kumud Chandra Chatterjee had undivided 1/4th share each in it. The said Dev Prosad Chatterjee, Satya Prosad Chatterjee, Nilamba Prosad Chatterjee, Gournga parasd Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee, Ram Prosad Chatterjee, all sons of Late Charu Chandra Chatterjee and Pankajini Devi, widow of Charu Chandra Chatterjee as defendants appeared in the suit and filed their written statement and claimed that that whole properties and the business


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was the self acquired property of Charu Chandra Chatterjee, since deceased.

AND WHEREAS the defendant Nos. 6 to 9 namely Gournga parasd Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee, Ram Prosad Chatterjee were either minors and Smt. Pankojini Chatterjee for and on behalf of her sons, as natural guardian mother represented and appeared in the suit.

AND WHEREAS with the intervention of the well wishers, dear and near one of the parties, the said suit was subsequently ended in compromise on 03.09.1949 in terms of the compromise application filed in the suit.

AND WHEREAS on the basis of the compromise application, it was settled between the parties that the share of allotment in paragraph No. 2 in its sub-para C, being land measuring 4 (four) Bigha 9 (nine) Cottahs 6(six) Chittacks 22 (twenty two) Square Feet, at and being Municipal Premises No. 67, Shah Alum Road, subsequently renumbered and known as Municipal Premises No. 372, Russa Road, namely "Charu Market" Police Station: Tollygunge, District; 24 Parganas will be entitled to the plaintiff and the defendants jointly in the following manner:

- a) The plaintiff Subodh Chandra Chatterjee got 1 (one) anna share.
- b) The defendant No. 1 Probodh Chandra Chatterjee got 2 (two) anna share.
- c) The defendant No. 2 Kumudh Chandra Chatterjee got 2 (two) anna share.
- d) The defendant Nos. 3 to 9 - Dev Prosad Chatterjee, Satya Prosad Chatterjee, Nilamba Prosad Chatterjee, Gournga parasd Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee, Ram Prosad Chatterjee, got 1 (one) anna 6(six) paise share each.
- e) The defendant No. 10 Smt. Pankajini Chatterjee got 6 (six) paise share.

AND WHEREAS Pankajini Chatterjee died intestate on 28.01.1982, leaving behind her seven sons Dev Prasod Chatterjee, Satya Prasad Chatterjee, Nilambu Prasad Chatterjee, Sakti Prasad Chatterjee, Pranab Prasad

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Chatterjee, Ram Prasad Chatterjee and two daughters-Anupama Banerjee and Pusparani Banerjee as her heirs and after the demise of Pankajini Chatterjee her undivided share in the property developed upon her seven sons and two daughters jointly according to law.

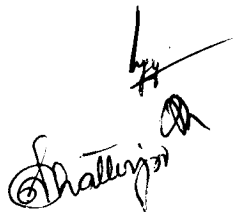
AND WHEREAS Dev Prasad Chatterjee died intestate on 29.02.2000 leaving behind his son – Prithwiraj Chattopadhyay and six daughters – Padmini Bhattacharya, Rukmini Mukhopadhyay, Nandini Bandyopadhyay, Indrani Mukherjee, Sarbani Banerjee and Debjani Biswas as his heirs and after the demise of Dav Prasad Chatterjee his one son and six daughters inherited undivided share in the aforesaid property jointly according to law.

AND WHEREAS Satya Prasad Chatterjee died intestate on 20.05.1978 leaving behind his wife Bina Chatterjee and two sons – Raghuraj Chatterjee and Abhiraj Chatterjee and after the demise of Satya Prasad Chatterjee his wife and two sons inherited undivided share of the aforesaid property jointly according to law.

AND WHEREAS Raghuraj Chatterjee died intestate on 09.06.1982 leaving behind his wife Smt. Sukla Chatterjee and one daughter – Smt. Saheli Mukherjee and after the demise of Raghuraj Chatterjee his wife and one daughter inherited undivided share of the aforesaid property jointly according to law.

AND WHEREAS Gouranga Prasad Chatterjee died intestate on 04.01.2013 leaving behind his one son -Deepraj Chatterjee, two married daughters-Diponi Chakrabarti and Dipanjani Banerjee as his heirs and after the demise of Gouranga Prasad Chatterjee his son and two married daughters inherited undivided share in the aforesaid property jointly according to law. Purnima Chatterjee, the wife of Gouranga Prasad Chatterjee predeceased on 10.01.1992.

AND WHEREAS Sakti Prasad Chatterjee died intestate on 10.08.1988 leaving behind his wife Snehakana Chatterjee and one daughter Smt. Irani Mitra and after the demise of Sakti Prasad Chatterjee his wife and one daughter inherited undivided share of the aforesaid property jointly according to law.



AND WHEREAS Pranab Prasad Chatterjee died intestate on 11.02.2003 leaving behind his wife Aparna Chatterjee and one daughter Smt. Chandrani Mukherjee and after the demise of Pranab Prasad Chatterjee his wife and one daughter inherited undivided share of the aforesaid property jointly according to law.

AND WHEREAS Ram Prasad Chatterjee died intestate on 21.06.2001 leaving behind his wife Swapna Chatterjee, one son Ranaraj Chatterjee and one daughter Smt. Priyadarshini Ganguly and after the demise of Ram Prasad Chatterjee his wife, son and one daughter inherited undivided share of the aforesaid property jointly according to law.

AND WHEREAS Swapna Chatterjee died intestate on 28.05.2013 leaving behind her one son Ranaraj Chatterjee and one daughter Smt. Priyadarshini Ganguly and after the demise of Swapna Chatterjee her son and one daughter inherited her undivided share in the aforesaid property and become the joint owners according to law.

AND WHEREAS Anupama Banerjee died intestate on 25.12.2002 leaving behind her son Anshu Nath Banerjee and after the demise of Anupama Banerjee her son inherited undivided share of the aforesaid property according to law.

AND WHEREAS Anshu Nath Banerjee died intestate on 22.04.2010 leaving behind his wife Rajashree Banerjee and one daughter Smt. Debduty Banerjee and after the demise of Anshu Nath Banerjee his wife and one daughter inherited undivided share of the aforesaid property jointly according to law.

AND WHEREAS Pushpa Rani Banerjee died intestate on 30.12.2002 leaving behind her son Amiya Nath Banerjee and Ashesh Nath Banerjee and after the demise of Pushpa Rani Banerjee her sons inherited undivided share of the aforesaid property jointly according to law.

AND WHEREAS the said Ashesh Nath Banerjee died intestate on 04.06.2012 leaving behind his wife Sulekha Banerjee as his heir and after the demise of



Ashesh Nath Banerjee his wife inherited undivided share of the aforesaid property according to law.

AND WHEREAS Probodh Chandra Chatterjee had undivided 1/8th share in respect of the aforesaid property who died testate on 12.03.1977 leaving behind a Will dated 17.03.1973.

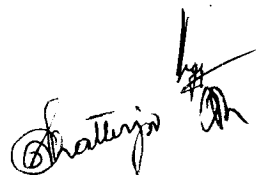
AND WHEREAS after the demise of Probodh Chandra Chatterjee an application for probate was filed by the executor Ram Prasad Chatterjee before the Learned District Delegate at Alipore which was registered as Act 39 (Probate) Case No.127 of 1987.

AND WHEREAS an objection was raised in regards to genuineness of the Will and the Probate proceeding was contentious and Ram Prasad Chatterjee filed Original Suit before the Learned District Judge at Alipore, which was registered as O.S. No.1 of 1991.

AND WHEREAS during pendency of the Suit, the eldest son of Probodh Chandra Chatterjee, namely Amarendra Nath Chatterjee died intestate on 24.12.1986 leaving behind his wife Gouri Chatterjee, married daughter Manjushree Mukherjee and Ashok Chatterjee.

AND WHEREAS subsequently the said Original Suit No.1 of 1991 was transferred to the 10th Additional District Judge at Alipore and in the said Suit a compromise application was filed, wherein a decree was passed by the Learned Court and wherefrom it appeared that Probodh Chandra Chatterjee had undivided 1/8th share in respect of the aforesaid property and it has been distributed in the manner following:-

- a. Sri Sourendra Nath Chatterjee shall get 72% of 1/8th share during his life time and after his demise his share will devolve upon Shomenath Chatterjee, Subhrendu Chatterjee, Abhrendu Chatterjee, Subhodip Chatterjee equally.
- b. Sri Ashok Kumar Chatterjee shall get 18% of 1/8th share in the above mentioned property.
- c. Smt. Manjushree Mukherjee shall get 10% of 1/8th share in the above mentioned property.



AND WHEREAS Manjushree Mukherjee died intestate on 02.11.2010 leaving behind her son Indranil Mukherjee, who inherited undivided share in the aforesaid property after the demise of Manjushree Mukherjee.

AND WHEREAS Subodh Chandra Chatterjee had undivided 1/16th share in respect of the aforesaid property, who died intestate on 20.10.1966 leaving behind his only son Rama Prasad Chatterjee as his heir and after the demise of Subodh Chandra Chatterjee his son Rama Prasad Chatterjee inherited the undivided share in the aforesaid property.

AND WHEREAS Rama Prasad Chatterjee died intestate on 30.05.2012, leaving behind his wife – Ava Chatterjee, two sons – Sankar Chatterjee, Siddhartha Chatterjee and one married daughter Jayshree Senapati as his heirs, after the demise of Rama Prasad Chatterjee his wife, two sons and one daughter inherited the undivided share in the aforesaid property jointly according to law.

AND WHEREAS Kumud Chandra Chatterjee died intestate on 11.02.1986 leaving behind his two sons Sudhir Kumar Chatterjee and Sushil Kumar Chatterjee and after the demise of Kumud Chandra Chatterjee his two sons inherited the aforesaid property jointly according to law.

AND WHEREAS Sudhir Kumar Chatterjee died intestate on 18.06.1993 leaving behind his wife Smt. Arati Chatterjee, one son Samprit Chatterjee and two daughters Ambalika Pande and Monalisha Dutta as his heirs and after the demise of Sudhir Kumar Chatterjee his wife, son and two daughters inherited the aforesaid property jointly according to law.

AND WHEREAS the said (1) Sri Nilambu Prasad Chatterjee (since deceased), (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee, (10) Smt. Sarbani Banerjee, (11) Smt. Bina Chatterjee, (12) Sri Abhiraj Chatterjee, (13) Smt. Sukla Chatterjee, (14) Smt. Saheli Mukherjee, (15) Smt. Snehakana Chatterjee, (16) Smt. Irani Mitra, (17) Smt. Aparna Chatterjee, (18) Smt. Chandrani Mukherjee, (19) Sri Ranaraj Chatterjee, (20) Smt. Priyadarshini Ganguly,

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(21) Smt. Rajashree Banerjee, (22) Smt. Debduty Banerjee, (23) Sri Amiya Nath Banerjee, (24) Smt. Sulekha Banerjee, (25) Sri Sourendra Nath Chatterjee, (26) Sri Ashok Kumar Chatterjee, (27) Sri Indranil Mukherjee, (28) Smt. Ava Chatterjee, (since deceased) (29) Sri Sankar Chatterjee, (30) Sri Siddhartha Chatterjee, (31) Sri Sushil Kumar Chatterjee, (32) Smt. Jayashree Senapati (33) Smt. Arati Chatterjee, (34) Sri Samprit Chatterjee, (35) Smt. Monalisa Dutta (36) Smt. Debjani Biswas and (37) Smt. Ambalika Pande had been owned and possessed of **ALL THAT** piece and parcel of land measuring 4 (four) Bighas 9 (nine) Cottahs 6 (six) Chittacks 22 (Twenty Two) Square Feet be the same or a little more or less whereupon several structure and building standing thereon, lying and situate at and being the Municipal Premises No. 67, Shah Alum Road, subsequently renumbered and known as Municipal Premises No. 372, Russa Road has been divided into several premises and known as (1) Municipal Premises No. 11, Despran Shasmal Road, (2) Municipal Premises No. 54, Sultan Alam Road, (3) Municipal Premises No. 81, Sultan Alam Road, (4) 87, Sultan Alam Road, (5) Municipal Premises No. 88 Sultan Alam Road, (6) Municipal Premises No. 89, Sultan Alam Road, (7) Municipal Premises No. 90, Sultan Alam Road, (8) Municipal Premises No. 91, Sultan Alam Road, (9) Municipal Premises No. 46, Charu Chandra Place (East), (10) Municipal Premises No. 48, Charu Chandra Palce (East), (11) Municipal Premises No. 50, Charu Chandra Place (East) and (12) Municipal Premises No.56, Charu Chandra Place (East), all of Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89 (hereinafter referred to as the "**Entire property**").

AND WHEREAS in the entire property, there are several tenants/ occupiers occupying part of it and the Owners (1) Sri Nilambu Prasad Chatterjee (since deceased), (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee, (10) Smt. Sarbani Banerjee, (11) Smt. Debjani Biswas (12) Smt. Bina Chatterjee, (13) Sri Abhiraj Chatterjee, (14) Smt. Sukla Chatterjee, (15) Smt. Saheli Mukherjee, (16) Smt.

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Snehakana Chatterjee, (17) Smt. Irani Mitra, (18) Smt. Aparna Chatterjee, (19) Smt. Chandrani Mukherjee, (20) Sri Ranaraj Chatterjee, (21) Smt. Priyadarshini Ganguly, (22) Smt. Rajashree Banerjee, (23) Smt. Debduty Banerjee, (24) Sri Amiya Nath Banerjee, (25) Smt. Sulekha Banerjee, (26) Sri Sourendra Nath Chatterjee, (27) Sri Ashok Kumar Chatterjee, (28) Sri Indranil Mukherjee, (29) Smt. Ava Chatterjee, (since deceased) (30) Sri Sankar Chatterjee, (31) Sri Siddhartha Chatterjee, (32) Sri Sushil Kumar Chatterjee, (33) Smt. Jayashree Senapati (34) Smt. Arati Chatterjee, (35) Sri Samprit Chatterjee, (36) Smt. Monalisa Dutta and (37) Smt. Ambalika Pande were desirous of developing the entire property by constructing thereupon multistoried residential building including commercial complex in several Blocks in accordance with the sanction building plan to be approved by the Kolkata Municipal Corporation after rehabilitating existing tenants. But due to financial stringency and/or paucity of funds and experience, the Owners were unable to start construction of the entire property and had been in search of a Promoter and/or Developer, who can undertake the responsibility of construction of such building upon the said entire property of his/her/their/ own arrangement and expenses.


AND WHEREAS having come to know the intention of the aforesaid Owners, the Developer contacted the aforesaid Owners and requested them to allow and develop the entire property as desired by the aforesaid Owners by constructing the proposed residential buildings including commercial complex in several blocks in accordance with the sanction building plan to be sanctioned by the Kolkata Municipal Corporation at its own arrangement, cost and expenses.

AND WHEREAS the said (1) Sri Nilambu Prasad Chatterjee, (since deceased) (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee, (10) Smt. Sarbani Banerjee, (11) Smt. Bina Chatterjee, (12) Sri Abhiraj Chatterjee, (13) Smt. Sukla Chatterjee, (14) Smt. Saheli Mukherjee, (15) Smt. Snehakana Chatterjee, (16) Smt. Irani Mitra, (17) Smt. Aparna Chatterjee, (18) Smt. Chandrani Mukherjee, (19) Sri Ranaraj

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Chatterjee, (20) Smt. Priyadarshini Ganguly, (21) Smt. Rajashree Banerjee, (22) Smt. Debduty Banerjee, (23) Sri Amiya Nath Banerjee, (24) Smt. Sulekha Banerjee, (25) Sri Sourendra Nath Chatterjee, (26) Sri Ashok Kumar Chatterjee, (27) Sri Indranil Mukherjee, (28) Smt. Ava Chatterjee, (since deceased) (29) Sri Sankar Chatterjee, (30) Sri Siddhartha Chatterjee, (31) Sri Sushil Kumar Chatterjee, (32) Smt. Jayashree Senapati (33) Smt. Arati Chatterjee, (34) Sri Samprit Chatterjee, (35) Smt. Monalisa Dutta as Owners have executed and registered a Development Agreement on 07.07.2013 in respect of their share in the entire property mentioned in **SCHEDULE-"A"** therein in favour of the Developer- Muskan Highrise Private Limited. The said Development Agreement was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 23 Page Nos. 2194 to 2276, Being No. 05537 for the year 2013.

AND WHEREAS the said (1) Sri Nilambu Prasad Chatterjee (since deceased), (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee, (10) Smt. Sarbani Banerjee, (11) Smt. Bina Chatterjee, (12) Sri Abhiraj Chatterjee, (13) Smt. Sukla Chatterjee, (14) Smt. Saheli Mukherjee, (15) Smt. Snehakana Chatterjee, (16) Smt. Irani Mitra, (17) Smt. Aparna Chatterjee, (18) Smt. Chandrani Mukherjee, (19) Sri Ranaraj Chatterjee, (20) Smt. Priyadarshini Ganguly, (21) Smt. Rajashree Banerjee, (22) Smt. Debduty Banerjee, (23) Sri Amiya Nath Banerjee, (24) Smt. Sulekha Banerjee, (25) Sri Sourendra Nath Chatterjee, (26) Sri Ashok Kumar Chatterjee, (27) Sri Indranil Mukherjee, (28) Smt. Ava Chatterjee, (since deceased) (29) Sri Sankar Chatterjee, (30) Sri Siddhartha Chatterjee, (31) Sri Sushil Kumar Chatterjee, (32) Smt. Jayashree Senapati (33) Smt. Arati Chatterjee, (34) Sri Samprit Chatterjee, (35) Smt. Monalisa Dutta have executed and registered a Power of Attorney on 07.07.2013 in respect of their share in the entire property mentioned in **SCHEDULE-"A"** therein in favour of the Developer- Muskan Highrise Private Limited. The said Power of Attorney was registered at the office of Additional District Sub Registrar at

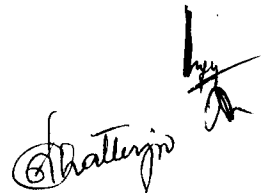

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Alipore and entered in Book No. I, C.D. Volume No. 23, Page Nos. 2156 to 2193 Being No. 05538 for the year 2013.

AND WHEREAS the said Nilambu Prasad Chatterjee died intestate on 12.03.2014 leaving behind his wife- Padma Chatterjee and two sons - Shubhoraj Chatterjee and Indraraj Chatterjee, as his heirs and after the demise of Sri Nilambu Prasad Chatterjee his wife and two sons inherited his undivided share jointly in the entire property according to law.

AND WHEREAS the said Smt. Ava Chatterjee died intestate on 16.10.2014 leaving behind her two sons Sri Sankar Chatterjee, Sri Siddhartha Chatterjee, and a daughter Smt. Jayashree Senapati as her heirs and after the demise of Smt. Ava Chatterjee her two sons and a daughter inherited her undivided share jointly in the property according to law.

AND WHEREAS it is pertinent to mention herein that Municipal Premises No. 88 Sultan Alam Road, containing land measuring 1(one) Cottah 13 (thirteen) Chittacks and 35(thirty five) square feet, be the same or a little more or less has been ousted from the said entire property and (1) Municipal Premises No. 11, Despran Shasmal Road; (2) Municipal Premises No. 54, Sultan Alam Road; (3) Municipal Premises No. 81, Sultan Alam Road; (4) 87, Sultan Alam Road, (5) Municipal Premises No. 89, Sultan Alam Road; (6) Municipal Premises No. 90, Sultan Alam Road, (7) Municipal Premises No. 91, Sultan Alam Road; (8) Municipal Premises No. 46, Charu Chandra Place (East); (9) Municipal Premises No. 48, Charu Chandra Palce (East); (10) Municipal Premises No. 50, Charu Chandra Place (East) and (11) Municipal Premises No.56, Charu Chandra Place (East), all of Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89 were subsequently amalgamated into one premises after ratification of all formalities before the Kolkata Municipal Corporation and after amalgamation 11 Premises have since been known as Municipal Premises No. 11, Despran Shasmal Road, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 89 containing land measuring 4 (four) Bighas 7 (Seven) Cottahs



9 (Nine) Chittacks 32 (Thirty Two) Square Feet, be the same or a little more or less, whereupon several structure and building standing thereon.

AND WHEREAS the said Owners (1a) Smt. Padma Chatterjee Chatterjee (1b) Sri Shubhoraj Chatterjee, (1c) Sri Indraraj Chatterjee, (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee, (10) Smt. Sarbani Banerjee, (11) Smt. Debjani Biswas (12) Smt. Bina Chatterjee, (13) Sri Abhiraj Chatterjee, (14) Smt. Sukla Chatterjee, (15) Smt. Saheli Mukherjee, (16) Smt. Snehakana Chatterjee, (17) Smt. Irani Mitra, (18) Smt. Aparna Chatterjee, (19) Smt. Chandrani Mukherjee, (20) Sri Ranaraj Chatterjee, (21) Smt. Priyadarshini Ganguly, (22) Smt. Rajashree Banerjee, (23) Smt. Debduty Banerjee, (24) Sri Amiya Nath Banerjee, (25) Smt. Sulekha Banerjee, (26) Sri Sourendra Nath Chatterjee, (27) Sri Ashok Kumar Chatterjee, (28) Sri Indranil Mukherjee, (29) Sri Sankar Chatterjee, (30) Sri Siddhartha Chatterjee, (31) Sri Sushil Kumar Chatterjee, (32) Smt. Jayashree Senapati (33) Smt. Arati Chatterjee, (34) Sri Samprit Chatterjee, (35) Smt. Monalisa Dutta and (36) Smt. Ambalika Pande (hereinafter collectively referred to as the "**Owners**") are the joint owners owned and possessed of **ALL THAT** piece and parcel of land measuring 4 (four) Bighas 7 (Seven) Cottahs 9 (Nine) Chittacks 32 (Thirty Two) Square Feet, be the same or a little more or less, whereupon several structure and building standing thereon at and being Municipal Premises No. 11, Despran Shasmal Road, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 89, District-South .24 Parganas, which has been specifically described in the **SCHEDULE ' A'** hereunder and hereinafter referred to as the "**SAID PREMISES**".

AND WHEREAS the said Smt. Debjani Biswas as Owner has executed and registered a Development Agreement on 25.08.2015 in respect of her share in the said premises mentioned in **SCHEDULE** hereunder in favour of the Developer- Muskan Highrise Private Limited. The said Development Agreement was registered at the office of Additional District Sub Registrar at



Alipore and entered in Book No. I, C.D. Volume No. 1605-2015 Page Nos. 60238 to 60270, Being No. 160505949 for the year 2015.

AND WHEREAS the said Smt. Ambalika Pande as Owner has executed and registered a Development Agreement on 25.08.2015 in respect of her share in the said premises mentioned in **SCHEDULE** hereunder in favour of the Developer- Muskan Highrise Private Limited. The said Development Agreement was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 1605-2015 Page Nos. 60205 to 60237, Being No. 160505948 for the year 2015.

AND WHEREAS the owners have undivided share in the said premises in the following manner:-

Sl. No.	NAME	SHARE (%)
1(a)	Smt. Padma Chatterjee	3.24
1(b)	Sri Shubhoraj Chatterjee	3.24
1(c)	Sri Indraraj Chatterjee	3.24
2	Sri Deepraj Chatterjee	5.83
3	Smt. Diponi Chakraborty	1.94
4	Smt. Dipanjani Banerjee	1.94
5	Sri Prithwiraj Chattopadhyay	1.39
6	Smt. Padmini Bhattacharyya	1.39
7	Smt. Rukmini Mukhapadhyay	1.39
8	Smt. Nandini Bandyopadhyay	1.39
9	Smt. Indrani Mukherjee	1.39
10	Smt. Sarbani Banerjee	1.39
11	Smt. Debjani Biswas	1.39
12	Smt. Bina Chatterjee	3.24
13	Sri Abhiraj Chatterjee	3.24

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14	Smt. Sukla Chatterjee	1.62
15	Smt. Saheli Mukherjee	1.62
16	Smt. Snehakana Chatterjee	4.86
17	Smt. Irani Mitra	4.86
18	Smt. Aparna Chatterjee	4.86
19	Smt. Chandrani Mukherjee	4.86
20	Sri Ranaraj Chatterjee	6.42
21	Smt. Priyadarshini Ganguly	3.31
22	Smt. Rajashree Banerjee	0.18
23	Smt. Debduty Banerjee	0.17
24	Sri Amiya Nath Banerjee	0.17
25	Smt. Sulekha Banerjee	0.18
26	Sri Sourendra Nath Chatterjee	9
27	Sri Ashok Kumar Chatterjee	2.25
28	Sri Indranil Mukherjee	1.25
29	Sri Sankar Chatterjee	2.08
30	Smt. Jayashree Senapati	2.08
31	Sri Siddhartha Chatterjee	2.09
32	Sri Sushil Kumar Chatterjee	6.25
33	Smt. Arati Chatterjee	1.56
34	Sri Samprit Chatterjee	1.57
35	Smt. Ambalika Pande	1.56
36	Smt. Monalisa Dutta	1.56
	TOTAL	100

AND WHEREAS by virtue of the said Development Agreement dated 07.07.2013, the Developer agreed to pay a sum of Rs. 9,00,00,000/- (Rupees

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Nine Core) only as non refundable amount(interest free) out of which, on execution of the Development Agreement, the Developer has paid a sum of Rs. 4,51,00,000/- (Rupees Four Core Fifty One Lacs) only to the Owners.

AND WHEREAS in consideration of the Agreements, the Owners have agreed to grant exclusive right of development of the said premises to the Developer and in lieu of the land of the said premises, the Owners are entitled to get 48% constructed area of the units/floors/ flats /car parking spaces/commercial spaces /shops/ offices/ spaces in the proposed building of several blocks together with undivided proportionate share of land including all right of easements, facilities and amenities annexed to the proposed building particularly mentioned in the **SCHEDULE "B"** therein, while the Developer would be entitled to get rest of the 52% constructed area of the units/floors/ flats /car parking spaces/commercial spaces /shops/ offices/ spaces in the proposed buildings of several blocks together with all common areas easements rights, facilities and amenities annexed to the proposed buildings along with undivided impartible proportionate share of the land of the said premises, which has been particularly mentioned in the **SCHEDULE "C"** therein.

AND WHEREAS save and except the 48% constructed area of the proposed buildings, the Owners are also entitled to get and the Developer would pay a sum of Rs. 9,00,00,000/- (Rupees Nine Crore) only as non refundable (interest free) amount to the Owners, in respect of the said property being land measuring 4 (four) Bigha 7 (seven) Cottahs 9 (nine) Chittacks 32 (thirty two) Square Feet be the same or a little more or less. The Owners and the Developer would appoint a skill full surveyor for taking actual physical measurement of the said premises. After taking measurement if the area less or more, than the existing measurement, then the non refundable amount would be calculated @ Rs. 10,00,000/- (Rupees Ten Lac) only per cottah and the Developer shall pay the amount as non refundable (interest free) amount to the Owners on the basis of actual physical measurement of the property. The said amount of Rs. 9,00,00,000/- (Rupees Nine Crore) only as non refundable (interest free) amount would be paid by the Developer to the Owners in the manner following:-





- a. Rs. 4,51,00,000/- (Rupees Four Crore Fifty One Lac) only on or before execution of this Agreement.
- b. Rs. 4,49,00,000/- (Rupees Four Crore Forty Nine Lac) only as and when require towards vacate the premises or part of it tenanted free and rest of the amount to be paid after getting sanction plans and before starting the said project for development. The amount would be paid on the basis of actual physical measurement of the said premises @ Rs. 10,00,000/- (Rupees Ten Lac) only per cottah.

AND WHEREAS out of the aforesaid amount, the Developer has paid a sum of Rs. 8,30,00,000/- (Rupees Eight Crore Thirty Lac) only to the Owners, which includes due taxes to the Kolkata Municipal Corporation of the said premises. The Owners are entitled to get an amount of Rs. 70,00,000/- (Rupees Seventy Lac) only from the Developer and by virtue this Agreement, the Developer is paying rest of the amount of Rs. 70,00,000/- (Rupees Seventy Lac) only to the Owners, as per Memorandum of Consideration appended hereunder and the Owners have acknowledged the same.

AND WHEREAS after execution of the Development Agreement on 07.07.2013, the Owners and the Developer sat on several meetings and it has been agreed by and between the parties herein that the Tenants/ occupiers who are occupying part of the said premises, the Developer at its cost and expenses shall evict the Tenants/Occupiers from the said premises and the space which would obtain from the Tenants and/or occupiers by the Developer for and on behalf of the Owners on payment of compensation that space shall be treated as Developer's Allocation and the space which would be obtained from the Tenants/Occupiers, that would be deducted from the allocation of the Owners.

AND WHEREAS it has been agreed by and between the Owners and the Developer that in any case, if any Owner/s intends to transfer any portion or proportion of his/her/their individual share of allocation to the Developer against any advance from the Developer prior to sanction of building plan by KMC or prior to final supplementary agreement to be made as per the Development Agreement made on 07.07.2013 by and between the Owners





and the Developer in respect of the said premises, that particular transfer of share of allocation of said Owner/s to the Developer will be absolute but the said Owner/s shall intimate prior notice to the senior most Owner at that point of time for and on behalf of the all the owners. After proper notice, neither the senior most owner nor other owners shall not raise any objection or file any suit before the competent court against the owner, who wants to transfer his/her/their share in favour of the Developer. After execution of the Supplementary Agreement as per Development Agreement dated 07.07.2013 and sanction of the building plan, no prior notice is require by the Owner/s, to the other Owners, who wants to transfer his/her/their share in favour of the Developer. In the mean time, some of the Owners have already transferred their share in favour of the Developer and no notice is require is in that respect and that will not be binding effect against such Owner/s who has already transferred his/her/their share in favour of the Developer. After purchasing share of the Owners, the ratio of the Developer's Allocation will be increased and shall be treated as Developer's Allocation and the Developer shall have liberty to sell and/or transfer the share by executing and registering the Agreement for Sale and/or Deed of Conveyance or any other deeds and documents to the intending buyer(s) or its nominee (s).

after the Sanction of the building Plan and execution of the final Supplement agreement.

AND WHEREAS in the meantime, the Developer at its cost and expenses able to got same portion in the said premises from the tenants and/or occupiers which shall be treated as the Developer's Allocation.

AND WHEREAS in the Development Agreement dated 07.07.2013, it has been categorically mentioned that a Supplementary Agreement would be executed after obtaining sanction of the building plan. After execution of the Development Agreement dated 07.07.2013, the Developer has made payment of the amount to the Owners and also to the Kolkata Municipal Corporation as due tax and for benefit of all the Owners and the Developer regarding eviction of few tenants and /or occupiers from the said premises for viability of the project and out of the 12 premises, being the entire premises, one premises has been ousted and 11 Premises have been amalgamated and it has since been known as Municipal Premises No. 11, Despran Shasmal Road, Police Station: Charu Market, Kolkata 700033, within the territorial limits of

the Kolkata Municipal Corporation, in its Ward No. 89 containing land measuring 4 (four) Bigha 7 (Seven) Cottahs 9 (Nine) Chittacks 32 (Thirty Two) Square Feet, be the same or a little more or less,, a Supplementary Agreement is very much necessary for which the parties hereto agree to execute this Supplementary Agreement.

AND WHEREAS to set at rest all the disputes between the parties, the parties hereto have execute this Agreement on the basis of the terms and conditions mentioned hereunder.

TERMS AND CONDITIONS

1. The Developer shall develop **ALL THAT** piece and parcel of land measuring 4 (four) Bighas 7 (Seven) Cottahs 9 (Nine) Chittacks 32 (Thirty Two) Square Feet, be the same or a little more or less, whereupon several structure and building standing thereon at and being Municipal Premises No. 11, Despran Shasmal Road, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 89, District-South 24 Parganas.
2. In terms of the Development Agreement dated 07.07.2013, the Developer has to pay a sum of Rs. 9,00,00,000/- (Rupees Nine Crore) only as non refundable (interest free) amount to the Owners.
3. Out of the aforesaid amount Rs. 9,00,00,000/- (Rupees Nine Crore) only, the Developer has paid a sum of Rs. 8,30,00,000/- (Rupees Eight Crore Thirty Lac) only to the Owners, which includes due taxes to the Kolkata Municipal Corporation of the said premises. The Owners are entitled to get an amount of Rs. 70,00,000/- (Rupees Seventy Lac) only from the Developer which has been mentioned in the Memorandum of Consideration appended hereunder and the Owners have acknowledged the same by separate receipt.
4. A list of tenants/occupiers and their occupied part have been annexed in this Supplementary Agreement and the tenants/ occupiers are occupying almost 22,306 square feet area in the said premises mentioned in **SCHEDULE** hereunder. It has been agreed by and between the parties



herein that the Tenants / occupiers who are occupying part of the said premises, the Developer at its cost and expenses shall try to evict a few Tenants/ occupiers upto measuring 5000 square feet from the said premises and the space which would obtain from the Tenants / occupiers by the Developer for and on behalf of the Owners, that space has to be treated as Developer's Allocation and the area obtain from the tenant would be deducted from the allocation of the Owners after obtaining sanction of the building plan in respect of the said premises.

5. For viability of the project, apart from eviction of tenants/ occupiers upto measuring 5000 square feet as mentioned in foregoing paragraph, if it is further required to evict some tenants/occupiers from rest of the tenants/occupiers in the said premises, the Owners and the Developer shall mutually agree and decide in that respect.
6. It has been agreed by and between the Owners and the Developer that in any case, if any Owner/s intend to transfer any portion or proportion of his/her/their individual share of allocation to the Developer against any advance from the Developer prior to sanction of building plan by KMC or prior to final supplementary agreement to be made as per the Development Agreement made on 07/07/2013 by and between the Owners and the Developer in respect of the said premises, that particular transfer of share of allocation of said owner/s to the Developer will be absolute after the sanction of the building plan and execution of the final supplementary agreement but the said Owner/s shall intimate prior notice to the senior most Owner at the point of time for and on behalf of all the owners. After proper notice, neither the senior most owner nor other owners shall not raise any objection or file any suit before the competent court against the owner, who wants to transfer his/her/their share in favour of the Developer. After execution of the Supplementary Agreement as per Development Agreement dated 07.07.2013 and sanction of the building plan, no prior notice is require by the Owner/s, to the other Owners, who wants to transfer his/her/their share in favour of the Developer, In the mean time, some of the Owners have already transferred their share in favour of the Developer and no notice is required in that respect and that will not be binding effect against such Owner/s who has already transferred



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his/her/their share in favour of the Developer. After purchasing share of the Owners, the ratio of the Developer's Allocation will be increased and shall be treated as Developer's Allocation and the Developer shall have liberty to sell and/or transfer the share by executing and registering the Agreement for Sale and/or Deed of Conveyance or any other deeds and documents to the intending buyer(s) or its nominee (s). It has been agreed between the Owners and the Developer that if any of the owners intend to sell or transfer his/her/their undivided share in the said premises, the Developer is entitled to purchase the same without taking the consent of other Owners and in such event the ratio of the Developer's Allocation will be increased and in that event other co-owners shall not be entitled to claim or raise any dispute in future for such transaction.

7. After obtaining sanction of the building plan, the Owners and the Developer shall execute and register another Supplementary Agreement in respect of Municipal Premises No. 11, Despran Shasmal Road dividing the allocation of the Owners and the Developer incorporating the terms and conditions mentioned in this Agreement apart from other terms and conditions, if any. After execution and registration of the Supplementary Agreement, this Supplementary Agreement would automatically be treated as cancelled and/or revoked.
8. Simultaneously on execution of this Agreement, the Owners shall execute and register Power of Attorney in respect of Municipal Premises No.11, Despran Shasmal Road in favour of the Developer.
9. This first Supplementary Agreement shall be treated as part of the Development Agreements dated 07.07.2013 & 25.08.2015 respectively.

THE SCHEDULE ABOVE REFERRED TO
(Description of the said premises)

ALL THAT piece and parcel of land measuring 4 (four) Bigha 7 (Seven) Cottahs 9 (Nine) Chittacks 32 (Thirty Two) Square Feet, be the same or a little more or less, whereupon several structure and building standing thereon measuring 22306 square feet, lying and situated at and being Municipal Premises No. 11, Despran Shasmal Road, Post Office : Tollygunge,


@hatterjiv.

Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, District and Additional District Sub Registration office at Alipore, District: South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto, which is butted and bounded:-

ON THE NORTH BY :- Charu Chandra Place (East);

ON THE SOUTH BY :- Sultan Alam Road;

ON THE EAST BY :- Charu Chandra Place (East);

ON THE WEST BY :- Deshpran Sasmal Road;

IN WITNESS WHEREOF the **PARTIES** have put their respective signatures on this the day, month and year first above written.

WITNESSES :-

1. Shomenath Chatterjee S/o Soumendra Nath Chatterjee 8/1, Charu Chandra Place East. K.O.P-33. 20/9/15.		Padma Chatterjee	
	1a	Smt. Padma Chatterjee	
		Shubhoraj Chatterjee	
	1b	Sri Shubhoraj Chatterjee	
		Indraj Chatterjee	
	1c	Sri Indraraj Chatterjee	
		Deepraj Chatterjee	
	2	Sri Deepraj Chatterjee	
	2. Saroj Das Advocate 93, Deshpran Sasmal Road, Kolkata-700033.		Diponi Chakraborty
		3	Smt. Diponi Chakraborty
		Dipanjani Banerjee	
4		Smt. Dipanjani Banerjee	
		Prithviraj Chattopadhyay	
5		Sri Prithviraj Chattopadhyay	
		Padmini Bhattacharyya	
6	Smt. Padmini Bhattacharyya		
	Rukmini Mukhopadhyay		
7	Smt. Rukmini Mukhopadhyay		
	Nandini Bandopadhyay		

Chatterjee

		8	Smt. Nandini Bandyopadhyay
			<i>Indrani Mukherjee</i>
		9	Smt. Indrani Mukherjee
			<i>Sarbani Banerjee</i>
		10	Smt. Sarbani Banerjee
			<i>Bina Chatterjee</i>
		11	Smt. Bina Chatterjee
			<i>Abhiraj Chatterjee</i>
		12	Sri Abhiraj Chatterjee
			<i>Sukla Chatterjee</i>
		13	Smt. Sukla Chatterjee
	<i>Saheli Mukherjee</i>		<i>Snehakana Chatterjee</i>
14	Smt. Saheli Mukherjee	15	Smt. Snehakana Chatterjee
	<i>Irani Mitra</i>		<i>Aparna Chatterjee</i>
16	Smt. Irani Mitra	17	Smt. Aparna Chatterjee
	<i>Chandrani Mukherjee</i>		<i>Ranaraj Chatterjee</i>
18	Smt. Chandrani Mukherjee	19	Sri Ranaraj Chatterjee
	<i>Priyadarshini Ganguly</i>		<i>Rajashree Banerjee</i>
20	Smt. Priyadarshini Ganguly	21	Smt. Rajashree Banerjee
	<i>Debduty Banerjee</i>		<i>Amiya Nath Banerjee</i>
22	Smt. Debduty Banerjee	23	Sri Amiya Nath Banerjee
	<i>Sulekha Banerjee</i>		<i>Sourendra Nath Chatterjee</i>
24	Smt. Sulekha Banerjee	25	Sri Sourendra Nath Chatterjee
	<i>Ashok Kumar Chatterjee</i>		<i>Indranil Mukherjee</i>
26	Sri Ashok Kumar Chatterjee	27	Sri Indranil Mukherjee
	<i>Sankar Chatterjee</i>		<i>Joyashree Senapati</i>
28	Sri Sankar Chatterjee	29	Smt. Joyashree Senapati
	<i>Siddhartha Chatterjee</i>		<i>Sushil Kumar Chatterjee</i>
30	Sri Siddhartha Chatterjee	31	Sri Sushil Kumar Chatterjee
	<i>Arati Chatterjee</i>		<i>Sampriti Chatterjee</i>
32	Smt. Arati Chatterjee	33	Sri Sampriti Chatterjee

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34	<i>Monalisa Dutta</i> Smt. Monalisa Dutta	35	<i>Prithwiraj Chattopadhyay</i> Sri Prithwiraj Chattopadhyay as Constituted Attorney of Smt. Debjani Biswas
	<i>Aparajita Chatterjee</i>		
36	Smt. Ambalika Pande		

Signature of the **OWNERS**

MUSKAN HIGHRISE PVT LTD

Anusheel Bhatnagar

Director

Signature of the **DEVELOPER**

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs. 70,00,000/- (Rupees Seventy Lac) only from the above named Developer as part payment by different cheques in separate money receipt in terms of the Development Agreement dated 07.07.2013.

<u>WITNESSES :-</u>	
1.	<i>Padma Chatterjee</i>
	1a Smt. Padma Chatterjee
	<i>Shubraj Chatterjee</i>
1b	Sri Shubaraj Chatterjee
	<i>Indraraj Chatterjee</i>
	1c Sri Indraraj Chatterjee
2	<i>Depraj Chatterjee</i>
	Sri Depraj Chatterjee
	<i>Diponi Chakraborty</i>
2. <i>Saroj Das</i> <i>f Adwauli</i>	Smt. Diponi Chakraborty
	<i>Dipanjani Banerjee</i>
	4 Smt. Dipanjani Banerjee
5	<i>Prithwiraj Chattopadhyay</i>
	Sri Prithwiraj Chattopadhyay
	<i>Padmini Bhattacharyya</i>
6	Smt. Padmini Bhattacharyya
	<i>Rukmini Mukhopadhyay</i>
	7 Smt. Rukmini Mukhapadhyay
8	<i>Nandini Bandyopadhyay</i>
	Smt. Nandini Bandyopadhyay
	<i>Indrani Mukherjee</i>
9	Smt. Indrani Mukherjee
	<i>Sarbani Banerjee</i>
	10 Smt. Sarbani Banerjee
11	<i>Bina Chatterjee</i>
	Smt. Bina Chatterjee
	<i>Abhiraj Chatterjee</i>
12	Sri Abhiraj Chatterjee

			<i>Sukla Chatterjee</i>
		13	Smt. Sukla Chatterjee
	<i>Saheli Mukherjee</i>		<i>Sneha Kana Chatterjee</i>
14	Smt. Saheli Mukherjee	15	Smt. Snehakana Chatterjee
	<i>Irani Mitra</i>		<i>Aparna Chatterjee</i>
16	Smt. Irani Mitra	17	Smt. Aparna Chatterjee
	<i>Chandrani Mukherjee</i>		<i>Ranaraj Chatterjee</i>
18	Smt. Chandrani Mukherjee	19	Sri Ranaraj Chatterjee
	<i>Priyadarshini Ganguly</i>		<i>Rajashree Banerjee</i>
20	Smt. Priyadarshini Ganguly	21	Smt. Rajashree Banerjee
	<i>Debduty Banerjee</i>		<i>Amiya Nath Banerjee</i>
22	Smt. Debduty Banerjee	23	Sri Amiya Nath Banerjee
	<i>Sulekha Banerjee</i>		<i>Sourendra Nath Chatterjee</i>
24	Smt. Sulekha Banerjee	25	Sri Sourendra Nath Chatterjee
	<i>Ashok Kumar Chatterjee</i>		<i>Indranil Mukherjee</i>
26	Sri Ashok Kumar Chatterjee	27	Sri Indranil Mukherjee
	<i>Sankar Chatterjee</i>		<i>Joyashree Senapati</i>
28	Sri Sankar Chatterjee	29	Smt. Joyashree Senapati
	<i>Siddhartha Chatterjee</i>		<i>Sushil Kumar Chatterjee</i>
30	Sri Siddhartha Chatterjee	31	Sri Sushil Kumar Chatterjee
	<i>Arati Chatterjee</i>		<i>Samprit Chatterjee</i>
32	Smt. Arati Chatterjee	33	Sri Samprit Chatterjee
	<i>Monalisa Dutta</i>		<i>Prithwiraj Chattopadhyay</i>
34	Smt. Monalisa Dutta	35	Sri Prithwiraj Chattopadhyay as Constituted Attorney of Smt. Debjani Biswas
	<i>Arati Chatterjee</i>		
36	Smt. Ambalika Pande		

Signature of the **OWNER**

Drafted by and Prepared

in my Office:-

Subhankar Sarkar
Subhankar Sarkar

Advocate

Alipore Judges' Court, Kolkata : 700027.

**LIST OF TENANTS OF
PREMISES NO. 11, DESHPRAN SASHMAL ROAD, KOLKATA-700033**

Area Statement of Tenant portions

SL.NO.	Name	AreaSq.ft.
1	NarayanBar	54
2	PanchuNaskar	53
3	SanjitSammadar	61
5	DineshBar	40
6	DineshBar	15
7	SumantaBar&SusantaBar	30
8	NityanandaSaha	21
9	RanuDas	21
10	AshitNandi	21
11	LatikaSingh	21
12	AratiGayan	21
13	PanchuNaskar	20
14	Owner	20
15	ShibKr.Saha	20
16		20
17		20
18	SumantaBar&SusantaBar	41
19	SumantaBar&SusantaBar	24
20	SamarMajhi	24
21	RabiSardar	24
22	BinaMandai	24
23	DilipBar	23
24	SubirBose	23
25	ManikHalder	23
26	AshiokBarick	23
27	ShambhuBag	25
28	AshutoshGhosh	20
29	Gopal Halder	20
30	Ownerportion	24
31	PrantoshSaha	51
32	PrantoshSaha	50
33	PrantoshSaha	39
34	PrantoshSaha	50
35	SankarSammadar	62
36	SantoshDutta	50

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37	SwarupDutta	54
38	DipaliSaha	56
39	ParitoshSana	47
40	RashmiSardar	55
41	SankarSammadar	56
42	ChandanDebnath	50
43	LaksmiSammadar	50
44	SuvankarSammadar	54

AREA : 1540 Square Feet

SL.NO.	Name	AreaSq.ft.
45	PrasantaHalder	54
46	ShikaRoy	50
47	AshokDutta	70
48	Swapan Das	41
49	Sadhan Ch. Saha	62
50	PrantoshSaha	50
51	Samir Dutta	45
52	NantuNath	46
53	PurnaAshi	43
54	Brabi Das	60
55	Jhunu Das	53
56	PrantoshSaha	54
57	BabuSaha	54
58	Bapi Das	58
59	AshitKundu	54
60	Swapan&RatanKundu	45
61	GobindaKundu	52
62	Subir Nandi	77
63	Pabitra Kr. Nandi	132
64	ShafaliKundu	57
65	Chaya Roy	59
66	Mina Randal	52
67	Mina Mandal	52
68	AshitKundu	55
69	AshitKundu	60
70	BabuSaha	22
70A	BabluSaha	143
71	NantuNath	26
72	Rabin Paul	22
73	BinayMaji	13
74	Satya Charan Dutta	38
75	Kalu Das	29
76	RanjanaDey	68
77	Joydev Ch. Dey	68
78	Gour Gopal Sen	60

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79	Amal Kr. Bardhan	47
80	Sudip Paul	126
81	Prasanta Halder	26
82	Sujoy Sil	16
83	Ajay Thakur	104
84	ShibSankar Thakur	112
85	Prantosh Paul	220
86	Netaji Mistanna Bhandar	229
87	Radhashyam Show	84
88	K K Dutta	296
88A	Nagendra Nath Das	953
89	Dhiraj Kanta	270
90	Sinil Kr. Das	34
91	Kartick Kundu	24
92	Murali Mohan Dutta	104
93	Sadhan Ch. Ghosh	95

AREA :4664 Square Feet

SL.NO.	Name	Area Sq.ft.
94	Sadhan Ch. Ghosh	34
95	Raj Kumar Halder	67
96	Khokan Paul	24
97	Sadhan Ch. Ghosh	63
98	Kamala Kundu	231
99	Bachu Kundu	60
100	Dipankar Das	271
101	Sukumar Saha	8
102	Joydeb Karmakar	38
103	Usha Maity	32
104	Rajani Pramanik	58
105	Kush Naskar	
106	Anjani & Monoj Gupta	105
106A	Raipur Electronics	707
107	Anjani & Monoj Gupta	120
108	Mintu Kunder	50
109	Sulekha Halder	26
110	Narayan Ch. Kundu	50
111	Anju Gan	134
112	Anil Mandai	103
113	Ganesh Show	259
114	Kama Maity (Gobindo Kundu)	119
115	Mantu Nath	112
116	Babulal Prasad	55
117	Santosh Prasad	55
118	Sabita & Tapan Nag	189

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119	Nisir Lal Sonar	263
120	RanitDey	56
121	RatanKarmakar	46
122	Gouri Rani Halder	67
123	RakhaNaskar	88
124	V. Maity&PravatiMaity	31
125	Rabin Paul &Ranjit Kr. Paul	145
126	Sami & Brothers & Md. Gora	515
127	B.N. Traders	1007
128	Sami & Brothers & Md. Gora	456
129	Pulak Roy	578
130	Rabi Sankar Show	430
131	ArunSamaddar	71
132	Nishir Lal Sonar	183
133	Bhaskar Gupta Roy	1190
134	Swapan Kr. Nath	336
136	ChittaranjanSaha	920
135A	ChittaranjanSaha	274

AREA :9667 Square Feet

WALL SHOP

SL.NO.	Name	AreaSq.ft.
1	Rabin Mandai	11
2	AmarDam	6
3	Dipak Sha&PradipSha	9
4	Vanu Dev	3
5	Rajandra Lal Banarwal	4
6	Swapanm Kr. Das	8
7	Amal Kr. Bardhan	6
8	Kunti Singh	6
9	Shibu Jana	6
10	BholaNath Das	6
11	BijoyDey	25
12	Radhashyam Paul	19
13	Rabin Paul	11
14	Amal Das	14
15	Shyamal Patra	11
16	TarapadaNaskar	15
17	DharmadasAdhikary	8
18	Nepal Ch. Kar	11
19	Sankar Sen	10
20	SanjitSammadar	10
21	SudhannaNaskar	10

Signature

22	Nirmal Biswas	10
23	Shyamal&BimalNaskar	12
24	Amar Chakraborty	9
25	Gopal Ch. Dutta	13
26	Labkush Shaw	19
27	ShyamsuddinMolla	19
28	MongolaRoy	19

AREA : 310 Square Feet

PREMISES NO.50, CHARU CHANDRA PLACE EAST.

KOLKATA- 700033.

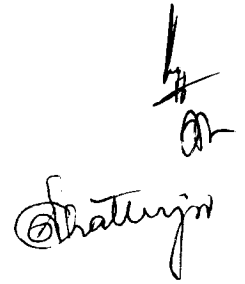
Drawing No. _C/JKI5496/2014

Lot No.	Covered Area
No. A	2,626 Sqft
No. B	537 Sqft
No. C	462 Sqft

AREA : 3625 Square Feet

United Bank of India = 2500 Square Feet

Total Area = 22,306 Square Feet


Shatrujan