732/19

I-610/19

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

E 565218

15/2/19

11-45

Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document.

Additional Dist. Sub Registrar
Sealdah

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01/801338/19

: DEVELOPMENT AGREEMENT :

This **Development Agreement** is made on this the 15th day of **February**, Two Thousand Nineteen, **(2019) AD**,

28/01/201

No. 4965 Value 500/-
Date
Sold to M/s Matrix Construction
Address 157/2A Acharya Prafulla Chandra Road
Vendor
Sealdah Civil Court
(ALOKE MUKHERJEE)
Kol — 700009

Identified by me,
Sukumar Sen, Business, Hindu, Indian.
Son of Late Meghnad Sen
T/7H/1, Kalimuddin Lane,
P.O. Beadon Street,
P.S. Manicutala
Kolkata - 700006

Between

(1) Sri Amar Nath Garai (PAN : AEAPG9058C and **Aadhaar No. : 5401 3980 3636** and **Mobile No. 94339 05878),** son of Late Biswanath Garai, by Occupation-Business, by Nationality- Indian, by Faith-Hindu and residing at 2/1B/1, Bidhan Nagar Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and **(2) Sri Rana Garai (PAN : ALKPG6573H** and **Aadhaar No : 6021 3861 1891** and **Mobile No. 94322 68722),** son of Late Rabindra Nath Garai, by Occupation-Business, by Nationality- Indian, by Faith-Hindu and residing at 2/1B/1, Bidhan Nagar Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and **(3) Sri Aloke Kumar Garai (PAN : AVGPG4998L** and **Aadhaar No. : 7181 9646 0793** and **Mobile No. 93393 33570),** son of Late Atul Chadra Garai, by Occupation-Business, by Nationality-Indian, by Faith-Hindu and residing at 2/1B/1, Bidhan Nagar Road, P.O. and P.S. Ultadanga, Kolkata-700 067 hereinafter jointly called and referred to as the **First Party / Land Owners,** (which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **One Part.**

And

M/s. Matrix Construction (PAN : ABGFM 4974Q), a Partnership firm, having its Regd. office at 157/2A, Acharya Prafulla Chandra Road, P.O. Shyambazar, P.S. Shyampukur, Kolkata-700 004, represented by its two Partners namely **(1) Sri Uttam Kumar Kundu (PAN : AFYPK1781M** and **Aadhaar No. : 2735 1143 6624** and **Mobile No. 93310 52340),** son of Late Jadab Chandra Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu and residing at 13/8D, Ariff Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and **(2) Sri Samiran Kundu (PAN : BEWPK1160G** and **Aadhaar No. : 6026 2958 4918** and **Mobile No. 92300 21001),** son of Sri Uttam Kumar Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu and residing at 13/8D, Ariff Road, P.O. and P.S. Ultadanga, Kolkata-700 067, hereinafter called and referred to as the **Second Party / Developer/Promotor** (which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the **Other Part.**

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Wherees by an Agreement dated the 14th day of February 1937, between Sri Jadu Nath Roy and Sri Priya Nath Roy, the then resident of 16, Sovabazar Street, Calcutta, as Party of the First Part and Sri Banbehary Sikdar, Sri Nani Gopal Sikdar, Sri Govinda Prosad Sikdar, Sri Byomkesh Sikdar alias Sri Joy Gopal Sikdar, Sri Khudiram Sikdar and Sri Nanda Lal Sikdar, all are the then resident of P-46, Rashtraguru Avenue, P.S. Dum Dum, Calcutta-28, as Party of the Second Part and the Reliance Property Company Limited, a Company registered under Act. VIII of 1913, in liquidation, having its the then regd. Office at 6, Royal Exchange Place, Calcutta, as Party of the Third Part, all matters concerning the partition of the Premises Nos. 1, 2, 2/1 and 2/2, Ultadanga Main Road and Premises No. 150, Ultadanga Main Road and Premises Nos. 8 and 8/1, Canal East Road, Calcutta, by metes and bounds amongst the said Parties into their respective shares viz. 1/4th, 1/4th and 1/2 as mentioned in the said Agreement were referred to the sole Arbitration of Sri C.K. Sarkar.

And Whereas the said Sri C.K. Sarkar, the sole Arbitrator having heard the all Parties and having duly weighed and considered all the matters placed by the all Parties before him, he made and published an award in writing and concerning the matters referred to above.

And Whereas by the said award the Arbitrator allotted to the aforesaid Sri Banbehary Sikdar, Sri Nani Gopal Sikdar, Sri Gobinda Prosad Sikdar, Sri Byomkesh Sikdar alias Sri Joygopal Sikdar, Sri Naba Kumar Sikdar, Sri Kunjabehari Sidkar, Sri Kali Prosad Sikdar, Sri Khudiram Sikdar and Sri Nanda Lal Sikdar, amongst other properties in lieu of their 1/4th share in the said Premises Nos. 1, 2, 2/1 and 2/2, Ultadanga Main Road and Premises No. 150, Ultadanga Main Road and Premises Nos. 8 and 8/1, Canal East Road and after The Premises Nos. 1,2,2/1 and 2/2, Ultadanga Main Road, all that piece and parcel of Bastu Land measuring 01 Bigha 15 Cottahs, 12 Chattaks and 43 Sq.Ft. with structures, as particularly described in Part II, of the Schedule of the said award and shown marked Lot "B" [illegible] colour by "Blue" border in the enclosed Site Plan as Annexture-"A" of the said award to be held and enjoyed by them jointly among themselves.

And Whereas in terms of the aforesaid award the said co-sharers Sri Banbehary Sikdar, Sri Nani Gopal Sikdar, Sri Gobinda Prosad Sikdar, Sri Byomkesh Sikdar alias Sri Joygopal Sikdar,

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Sri Naba Kumar Sikdar, Sri Kunjabehari Sidkar, Sri Kali Prosad Sikdar, Sri Khudiram Sikdar and Sri Nanda Lal Sikdar become seized and possessed of the aforesaid undivided property / Bastu Land measuring 01 Bigha 15 Cottahs 12 Chattaks and 43 Sq.Ft. and Jointly enjoyed the same, being forming portion of Premises Nos. 1, 2, 2/1 and 2/2 Ultadanga Main Road and after wards which was stand as re-numbered Premises Nos. 1A, 1B, 1C, 2A, 2B, 2/1A and 2/1B, Ultadanga Main Road (Now Bidhan Nagar Road).

And Whereas by passage of time admittedly Sri Sashi Sekhar Paul, son of Late Hem Chandra Paul, the then resident of 23A, Ultadanga Road, P.S. Ultadanga, Calcutta-4, become one of the co-owner having his undivided 1/4th share, Sri Nani Gopal Sikdar, son of Late Beni Madhab Sikdar, the then resident of P-46, Rashtraguru Avenue, P.S. Dum Dum, Calcutta-28, having his undivided 1/8th share and (1) Sri Samaresh Sikdar (2) Sri Sachin Kumar Sikdar and (3) Sri Gour Chandra Sikdar, all sons of Late Byomkesh Sikdar alias Late Joygopal Sikdar, the then resident of 95, Southern Avenue, P.S. Tollygunge, Calcutta, having 1/8th undivided joint share and Sri Nani Gopal Dey and others, having their joint undivided 1/2 (half) share in the aforesaid under two number Premises Nos. 2B and 2/1B, Ultadanga Main Road (Now Bidhan Nagar Road).

And Whereas in course of joint possession and enjoyment of the aforesaid properties / premises having proved-in-convenient, a Partition Suit arosed between the parties before the Court of Sixth Subordinate Judge at Alipore, being T.S. No. 118 of 1953, for partition of the aforesaid properties / premises among the co-shares by metes and bounds as per share.

And Whereas after passing of the preliminary Decree in the said Partition Suit (Order No. 158, dated 24/04/1962), as per submitted report with annexed partition plan, submitted and prepared by the Partition Commissioner, dated 18/05/1960, appointed by the said Court of Sixth Subordinate Judge at Alipore.

And Whereas property marked as Lot- "B", being all that piece and parcel of Bastu Land, measuring of 04 Cottahs - 00 Chattak - 00 Sq.Ft., be the same a little more or less, togetherwith structures, being demarcated portion under only Premises No. 2/1B, Ultadanga

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Main Road (Now Bidhan Nagar Road) was absolutely alloted to Sri Nani Gopal Sikdar, son of Late Beni Madhab Sikdar, the then resident of P-46, Rashtraguru Avenue, P.S. Dum Dum, Calcutta-28, in lieu of his 1/8th share therein and Lot-"A", Lot-"C" and Lot-"D", mentioned property was alloted to other co-owners as aforesaid.

And Whereas property marked as Lot- "C", being all that piece and parcel of Bastu Land, measuring of 04 Cottahs - 00 Chattack - 00 Sq.Ft., be the same a little more or less, togetherwith structures, being demarcated portion under only Premises No. 2/1B, Ultadanga Main Road (Now Bidhan Nagar Road) was absolutely alloted to Sri Samaresh Sikdar, Sri Sachin Kumar Sikdar and Sri Gour Chandra Sikdar, all sons of Late Byomkesh Sikdar alias Late Joygopal Sikdar, the then resident of 95, Southern Avenue, P.S. Tollygunge, Calcutta, in lieu of their 1/8th joint share therein and Lot-"A", Lot-"B" and Lot-"D", mentioned property was alloted to other co-owners as aforesaid.

And Whereas property marked as Lot- "A", being all that piece and parcel of Bastu Land, measuring of 09 Cottahs - 03 Chattaks - 25 Sq.Ft., be the same a little more or less, togetherwith structures, being demarcated portion under two number Premises Nos. 2B and 2/1B, Ultadanga Main Road (Now Bidhan Nagar Road) was absolutely alloted to Sri Sashi Sekhar Paul, son of Late Hem Chandra Paul, the then resident of 23A, Ultadanga Main Road, P.S. Ultadanga, Calcutta-4, in lieu of his 1/4th share therein and Lot-"B", Lot-"C" and Lot-"D", mentioned property was alloted to other co-owners as aforesaid.

And Whereas thus Final Decree in the said Partition Suit, being T.S. No. 118 of 1953, was passed on 24/04/1962, vide order No. 158, by the said Court of Sixth Subordinate Judge at Alipore.

And Whereas being dissatisfied with the said Final Decree of said Partition Suit being T.S. No. 118 of 1953, said Sri Sashi Sekhar Paul, filed a first appeal before the Hon'ble High Court , Calcutta, being first appeal being F.A. No. 719 of 1962.

And Whereas during pendency of the said appeal, said Sri Sashi Sekhar Paul taking decision not to proceed with the said first appeal further, filed an application before the Hon'ble High Court , Calcutta and the Hon'ble High Court , Calcutta, accepting the said petition

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was pleased to pass an order for dismissal of the said first appeal on 04/03/1979, so far information as received.

And Whereas on dismissal of the said first appeal the former said Final Decree stood as final, which was passed on 24/04/1962, vide order No. 158, in the said Partition Suit being No. T.S. 118 of 1953.

And Whereas in course of continuation of ownership right by Sri Sashi Sekhar Paul, in respect of the aforesaid entire property marked as Lot- "A", being all that piece and parcel of Bastu Land, measuring of 09 Cottahs - 03 Chattaks - 25 Sq.Ft., be the same a little more or less, part / portion property of Premises No. 2/1B, Ultadanga Main Road, the said Sri Sashi Sekhar Paul, by dint of regd. "Deed of Indenture" dated 24/04/1979, regd. in the O/o. the Sub-registrar, Sealdah, Dist : South 24-Parganas and recorded in Book No. I, Volume No. 17, Page Nos. 123 to 129, Being No. 396, For the year 1979, sold, conveyed and assured the said entire property marked as Lot- "A", in favour of Sri Ajoy Kumar Das and Sri Sukumar Das, both sons of Sri Judhistir Das, the then resident of 2/1/H/10, Ultadanga Main Road, P.S. Ultadanga, Calcutta-67, on valuable consideration mentioned therein and since purchase the said entire property marked as Lot- "A", the said Sri Ajoy Kumar Das and Sri Sukumar Das, become the absolute joint owners of the aforesaid entire property marked as Lot- "A", but their joint names were not mutate in the then Assessor Department of the then C.M.C. office.

And Whereas in course of continuation of ownership right by the said Sri Ajoy Kumar Das and Sri Sukumar Das, further all that piece and parcel of Bastu Land, measuring of 02 Cottahs - 12 Chattaks - 22 Sq.Ft., be the same a little more or less, with structures, from the part / portion property of Premises No. 2/1B, Ultadanga Road (Now-Bidhan Nagar Road), out of their aforesaid entire purchased property marked as Lot- "A", by dint of regd. bengali "Deed of Sale", dated 27/04/81, regd. in the O/o. the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 147, Page Nos. 140 to 146, Being No. 3490, For the year 1981, the said Sri Ajoy Kumar Das and Sri Sukumar Das, jointly sold, conveyed and assured the said part / portion property in favour of Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Aloke Kumar Garai, all sons of Late Atul Chandra Garai (Father)/ Late Rajlakshmi Garai (Mother) on valuable

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consideration mentioned therein and since purchase the aforesaid part / portion property by the said Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Aloke Kumar Garai, they become the absolute joint owners of the aforesaid part / portion property of Bastu Land with structures. It is pertinent to mention here that pre-decessor-in-interest of Sri Atul Chandra Garai, was the occupier / tenant (the then separate Pre. No. 2/1B/H/14/1) in respect of the aforesaid part / portion property of Bastu Land during his life time and after demise of Atul Chandra Garai (date of death 24/04/1979), the said purchasers prior to purchase as aforesaid part / portion property of Bastu Land were the joint occupires / tenants (the then separate Pre. No. 2/1B/H/14/1) of the said part / portion property of the then Premises No. 2/1B, Ultadanga Main Road, under the said joint vendors.

And Whereas by virtue of the aforesaid bengali "Deed of Sale", dated 27/04/1981, the said Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Aloke Kumar Garai, became undivided joint owners of all that piece and percel of Bastu Land measuring of 02Cottahs-12Chattaks-22 Sq.Ft. be the same a little more or less, with structures being part / portion property (the then separate Pre. No. 2/1B/H/14/1) of Premises No. 2/1B, Ultadanga Main Road (Now Bidhan Nagar Road).

And Whereas the aforesaid purchasers (Sri Biswanath Garai, Sri Rabindra Nath Garai and Sri Aloke Kumar Garai) applied before the then Assessor Department of the C.M.C. office, for mutation of their joint names in respect of the aforesaid part / portion property on deleting the name of recorded occupier / tenant (the then separate Pre. No. 2/1B/H/14/1) i.e. Sri Atul Chandra Garai (since deceased) with conversion ("B" to "P") of said premises number (the then separate Pre. No. 2/1B/H/14/1) and then the authority concern i.e. Assessor Department of the C.M.C. office, though approved the said mutation in their joint names by deleting the name of deceased Atul Chandra Garai, w.e.f. 01/10/1986, but conversion ("B" to "P") of the said premises number (the then separate Pre. No. 2/1B/H/14/1) was not been done, herein[illegible] said **"undivided joint property".**

And Whereas [illegible] of peaceful possession of the said **"undivided joint property"** [illegible] the joint owner namely Sri Biswanath Garai, who was a Hindu [illegible] by Dayabhanga School of Hindu Law, having his undivided 1/3rd share in the said **"undivided joint**

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property" died intestate on 21/04/1983 leaving behind him surviving his only widow namely Smt. Dali Rani Garai and only son namely Sri Amar Nath Garai, as his joint legal-heirs and successors to inherit aforesaid undivided 1/3rd share in the said "**undivided joint property**" left by deceased Biswanath Garai and thus said Smt. Dali Rani Garai become joint owner in respect of her undivided 1/6th share and similarly Sri Amar Nath Garai also become joint owner in respect of his undivided 1/6th share in the said "**undivided joint property**".

And Whereas in course of peaceful possession of the said "**undivided joint property**" one of the joint owner namely Sri Rabindra Nath Garai, who was a Hindu governed by Dayabhanga School of Hindu Law, having his undivided 1/3rd share in the said "**undivided joint property**", died intestate on 23/11/2007 leaving behind him surviving his only widow namely Smt. Archana Garai and only son namely Sri Rana Garai and two married daughters namely Smt. Mahuya Sadhukhan (Nee-Garai) @ Smt. Mahua Sadhukhan, wife of Sri Samir Sadhukhan and Smt. Papiya Biswas (Nee-Garai) @ Smt. Papia Biswas, wife of Sri Manabendra Nath Biswas, as his joint legal-heirs and successors to inherit aforesaid undivided 1/3rd share in the said "**undivided joint property**" left by deceased Rabindra Nath Garai and thus said Smt. Archana Garai, become joint owner in respect of her undivided 1/12th share, Sri Rana Garai, become joint owner in respect of his undivided 1/12th share Smt. Mahuya Sadhukhan (Nee-Garai) @ Smt. Mahua Sadhukhan, become joint owner in respect of her undivided 1/12th share and similarly Smt. Papiya Biswas (Nee-Garai) @ Smt. Papia Biswas, become joint owner in respect of her undivided 1/12th share in the said "**undivided joint property**".

And Whereas the said Sri Amar Nath Garai (having his undivided 1/6th share), Smt. Dali Rani Garai (having her undivided 1/6th share), Smt. Archana Garai (having her undivided 1/12th share), Sri Rana Garai (having his undivided 1/12th share), Smt. Mahuya Sadhukhan, Nee-Garai @ Smt. Mahua Sadhukhan, (having her undivided 1/12th share), Smt. Papiya Biswas, Nee-Garai @ Smt. Papia Biswas (having her undivided 1/12th share) and Sri Aloke Kumar Garai, (having his undivided 1/3rd share), being undivided joint owners of all that piece and parcel of Bastu Land measuring 02Cottahs-12Chattaks-22 Sq.Ft. be the same a little more or less, with structures, lying and situate at

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part / portion property (the then separate Pre. No. 2/1B/H/14/1) of Premises No. 2/1B, Bidhan Nagar Road, P.O. and P.S. Ultadanga, Kolkata-700 0067, under the K.M.C. Ward No. 013 and further they jointly applied on 22/06/2012, to the Assessment-Collection (N) Deptt. of the K.M.C. Office for mutation of their joint names with conversion ("B" to "P") of said premises number (the then separate Pre. No. 2/1B/H/14/1) and the said application has been duly approved by the **Joint Municipal Commissioner,** vide his **order dated 04/07/17** and the aforesaid premises number (the then separate Pre. No. 2/1B/H/14/1) has been duly converted ("B" to "P") to New **Premises No. 2/1B/1, Bidhan Nagar Road,** being New **Assessee No. 11-013-03-0437-0** and they have already obtained **Mutation Certificate, dated 28/07/2017** through Conversion Case No. **C/013/10-JUL-17/16.**

And Whereas the said **Sri Amar Nath Garai, Smt. Dali Rani Garai, Smt. Archana Garai, Sri Rana Garai, Smt. Mahuya Sadhukhan (Nee-Garai)** @ **Smt. Mahua Sadhukhan** and **Smt. Papiya Biswas (Nee-Garai)** @ **Smt. Papia Biswas** are the undivided joint owners of all that piece and parcel of Bastu Land measuring 02 (Two)Cottahs-12 (Twelve) Chattaks-22 (Twenty Two) Sq.Ft. be the same a little more or less, with structures therein, lying and situate at Premises No. 2/1B/1, Bidhan Nagar Road, P.S. and P.O. Ultadanga, Kolkata-700 067, under K.M.C. Ward No. 013, Borough No. III, Assessee No. 11-013-03-0437-0 and District of South 24-Parganas, hereinafter referred to the said "**undivided joint property**".

And Whereas the said **Smt. Dali Rani Garai, Smt. Archana Garai, Smt. Mahuya Sadhukhan (Nee-Garai)** @ **Smt. Mahua Sadhukhan** and **Smt. Papiya Biswas (Nee-Garai)** @ **Smt. Papia Biswas,** in consideration of natural love and affection gifted their undivided 1/6th share, undivided 1/12th share, undivided 1/12th share and undivided 1/12th share, respectively, in the said "**undivided joint property**" i.e. undivided share of Bastu Land measuring 00 (Zero) Cottah - 07 (Seven) Chattaks - 19 (Nineteen) Sq. Ft. be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its undivided share of 250 Sq.Ft. be the same a little more or less, in favour of **Sri Amar Nath Garai,** being biological / natural son of **Smt. Dali Rani Garai** and another i.e. undivided share of Bastu Land measuring 00 (Zero) Cottah - 11 (Eleven) Chattaks - 06 (Six) Sq. Ft.

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be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its undivided share of 375 Sq.Ft. be the same a little more or less, lying and situate at Premises No. 2/1B/1, Bidhan Nagar Road, Kolkata700 067, in favour of **Sri Rana Garai,** being biological / natural son of **Smt. Archana Garai** and full blood related brother of **Smt. Mahuya Sadhukhan (Nee-Garai)** @ **Smt. Mahua Sadhukhan** and **Smt. Papiya Biswas (Nee-Garai)** @ **Smt. Papia Biswas**, by virtue of a regd. **'Deed of Gift',** dated 10/01/2018, regd. in the O/o. the A.D.S.R. Sealdah, Dist : South 24- Parganas and recorded there in Book No. I, Volume No. 1606-2018, Page from 4037 to 4084, Being No. 160600113, For the year 2018 and then **Sri Amar Nath Garai** and **Sri Rana Garai,** became the undivided joint owners in respect of 1/3rd share each, out of total Bastu Land measuring 02 (Two) Cottahs - 12 (Twelve) Chattaks - 22 (Twenty Two) Sq. Ft. be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofted and cemented floor, fully residential structures, having covered area 1500 sq.ft. be the same a little more or less.

And Whereas the said **Sri Amar Nath Garai,** (having his undivided 1/3rd share), **Sri Rana Garai** (having his undivided 1/3rd share) and **Sri Aloke Kumar Garai** (having his undivided 1/3rd share) being all are undivided joint owner of all that piece and parcel of revenue re-deemed **Bastu Land** measuring 02 (Two) Cottahs - 12 (Twelve) Chattaks - 22 (Twenty Two) Sq. Ft. be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its covered area 1500 Sq.Ft. be the same a little more or less, lying and situate at Premises No. 2/1B/1, Bidhan Nagar Road, P.S. and P.O. Ultadanga, Kolkata-700 067, under the K.M.C. Ward No. 013, Borough No. III, Assessee No. 11-013-03-0437-0 and District of South 24-Parganas and they are further applied on 16/01/18, for mutation of their joint names instead of **Smt. Dali Rani Garai, Smt. Archana Garai, Smt. Mahuya Sadhukhan (Nee-Garai)** @ **Smt. Mahua Sadhukhan** and **Smt. Papiya Biswas (Nee-Garai)** @ **Smt. Papia Biswas,** on transfer ground through simple / one visit **Mutation Case No. O/013/16-JAN-18/108282** and the said mutation application duly **approved on 18/01/2018** by the authority concern and they have already obtain a **Mutation Certificate, dated 19/01/2018**, hereinafter referred to the said "**undivided one joint property**".

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While in course of continuation of their ownership right by the said Sri Nani Gopal Sikdar and Sri Samaresh Sikdar, Sri Sachin Kumar Sikdar and Sri Gour Chandra Sikdar in respect of their aforesaid two part / portion property (marked as Lot-"B" and Lot-"C"), being part / portion property of Premises No. 2/1B, Ultadanga Main Road, being all that piece and percel of Bastu Land measuring of 08Cottahs-00Chattak-00 Sq.Ft. be the same a little more or less, with structures by dint of two separate regd. "Deed of Indenture" both dated 14/03/1981, both regd. in the O/o. the District Registrar at Alipore, Dist : South 24-Parganas and recorded their in Book No. I, Volume No. 244, Page Nos. 233 to 243, Being No. 7131 and another in Book No. I, Volume No. 244, Page Nos. 244 to 254, Being No. 7132, For the year 1981, they the said Sri Nani Gopal Sikdar and Sri Samaresh Sikdar, Sri Sachin Kumar Sikdar, Sri Gour Chandra Sikdar, sold, conveyed and assured the said two part / portion property of Bastu Land (marked as Lot-"B" and Lot-"C") in favour of Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Aloke Kumar Garai, all sons of Late Atul Chandra Garai (Father)/ Late Rajlakshmi Garai (Mother) and Sri Amar Nath Garai, son of Sri Biswanath Garai (Father) / Smt. Dali Rani Garai (Mother) on valuable consideration mentioned therein and since purchase the aforesaid part / portion property by the said Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Aloke Kumar Garai and Sri Amar Nath Garai, they become the absolute joint owners of the aforesaid part / portion property of Bastu Land with structure. It is pertinent to mention here that pre-decessor-in-interest of Sri Atul Chandra Garai, was the occupier / tenant (the then separate Pre. No. 2/1B/H/15) in respect of the aforesaid part / portion property of Bastu Land during his life time and after demise of Atul Chandra Garai (date of death 24/04/1979), the said purchasers prior to purchase as aforesaid part / portion property of Bastu Land were the joint occupires / tenants (the then separate Pre. No. 2/1B/H/15) of the said part / portion property of Bastu Land under the said joint vendors.

And Whereas by virtue of the aforesaid two separate "Deed of Indenture", both dated 14/03/1981, the said Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Aloke Kumar Garai and Sri Amar Nath

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Garai, became undivided joint owners of all that piece and percel of Bastu Land measuring of 08Cottahs-00Chattak-00 Sq.Ft. be the same a little more or less, with structures, being part / portion property (the then separate Pre. No. 2/1B/H/15) of Premises No. 2/1B, Ultadanga Main Road (Now Bidhan Nagar Road).

And Whereas the aforesaid purchasers (Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Aloke Kumar Garai and Sri Amar Nath Garai), applied before the then Assessor Department of the C.M.C. office, for mutation of their joint names in respect of the aforesaid part / portion property of Bastu Land on deleting the name of recorded occupier / tenant (the then separate Pre. No. 2/1B/H/15) i.e. Sri Atul Chandra Garai (since deceased) with conversion ("B" to "P") of said premises number (the then separate Pre. No. 2/1B/H/15) and then the authority concern i.e. Assessor Department of the C.M.C. office, though approved the said mutation in their joint names by deleting the name of deceased Atul Chandra Garai, w.e.f. 01/10/1986, but conversion ("B" to "P") of the said premises number (the then separate Pre. No. 2/1B/H/15) was not been done, hereinafter referred to the said "**undivided joint property**"

And Whereas in course of peaceful possession of the aforesaid "**undivided joint property**" one of the joint owner Sri Biswanath Garai, who was a Hindu governed by Dayabhanga School of Hindu Law, having his undivided 1/4th share in the aforesaid "**undivided joint property**" died intestate on 21/04/1983 leaving behind him surviving his only widow namely Smt. Dali Rani Garai and only son namely Sri Amar Nath Garai, as his joint legal-heirs and successors to inherit aforesaid undivided 1/4th share in the said "**undivided joint property**" left by deceased Biswanath Garai i.e. undivided 1/8th share in the said "**undivided joint property**" were inherited by each of them, it is pertinent to mention here prior to inheritance as aforesaid Sri Amar Nath Garai, was undivided joint owner in respect of undivided 1/4th share in the said "**undivided joint property**" and after inheritance of his 1/8th undivided share from his father i.e. deceased Biswanath Garai and after said Sri Amar Nath Garai become joint owner in respect of his undivided 3/8th share and Smt. Dali Rani Garai become joint owner in respect of her undivided 1/8th share in the said "**undivided joint property**".

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And Whereas in course of peaceful possession of the said "**undivided joint property**" one of the joint owner Sri Rabindra Nath Garai, who was a Hindu governed by Dayabhanga School of Hindu Law, having his undivided 1/4th share in the said "**undivided joint property**", died intestate on 23/11/2007 leaving behind him surviving his only widow namely Smt. Archana Garai and only son namely Sri Rana Garai and two married daughters namely Smt. Mahua Sadhukhan @ Smt. Mahuya Sadhukhan (Nee-Garai), wife of Sri Samir Sadhukhan and Smt. Papia Biswas @ Smt. Papiya Biswas (Nee-Garai), wife of Sri Manabendra Nath Biswas, as his joint legal-heirs and successors to inherit said undivided 1/4th share in the said "**undivided joint property**" left by deceased Rabindra Nath Garai, i.e. 1/16th share in the said "**undivided joint property**", were inherited by each of them.

And Whereas by virtue of a regd. "Deed of Gift", dated 27/10/2010, regd. in the O/o. the ARA-I, Kolkata and recorded there in Book No-I, CD Volume No.-25, Page from 2687 to 2700, Being No. 10206, For the year 2010, the aforesaid Smt. Archana Garai, Smt. Mahua Sadhukhan @ Smt. Mahuya Sadhukhan (Nee-Garai) and Smt. Papia Biswas @ Smt. Papiya Biswas (Nee-Garai), in considration of natural love and affection gifted their undivided 3/16th share in the said "**undivided joint property**" or 3/4th share out of said undivided 1/4th share left by deceased Rabindra Nath Garai i.e. undivided 3/4th share out of Bastu Land measuring 02Cotthas-00Chattak-00Sq.Ft. be the same a little more or less, with structures in favour of Sri Rana Garai, being their biological / natural son and full blood related brother respectively and thus Sri Rana Garai, become the undivided joint owner in respect of undivided 1/4th share out of total Bastu Lane measuring of 08Cottahs-00Chattak-00 Sq.Ft. be the same a little more or less, with structures in the said "**undivided joint property**".

And Whereas the said Sri Amar Nath Garai (having his undivided 3/8th share), Smt. Dali Rani Garai (having her undivided 1/8th share), Sri Rana Garai (having his undivided 1/4th share) and Sri Aloke Kumar Garai (having his undivided 1/4th share), being undivided joint owners of all that piece and parcel of Bastu Land measuring 08Cottahs-00Chattak-00 Sq.Ft. be the same a little more or less, with structures, lying and situate at part / portion property

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of Premises No. 2/1B, Bidhan Nagar Road (the then separate Pre. No. 2/1B/H/15), P.O and P.S. Ultadanga, Kolkata-700 0067, under the K.M.C. Ward No. 013 and further they are jointly applied on 22/06/2012 to the Assessment-Collection (N) Deptt. of the K.M.C. Office for mutation of their joint names with conversion ("B" to "P") of said premises number (the then separate Pre. No. 2/1B/H/15) and the said application has been duly approved by the **Joint Municipal Commissioner,** vide his **order dated 04/07/17** and the aforesaid premises number (the then separate Pre. No. 2/1B/H/15) has been duly converted ("B" to "P") to New **Premises No. 2/1B/2, Bidhan Nagar Road,** being New **Assessee No. 11-013-03-0438-2** and they have already obtained **Mutation Certificate, dated 28/07/2017** through Conversion Case No. **C/013/10-JUL-17/17.**

And Whereas the said **Sri Amar Nath Garai, Smt. Dali Rani Garai, Sri Rana Garai** and **Sri Aloke Kumar Garai** are the undivided joint owners of all that piece and parcel of Bastu Land measuring 08 (Eight) Cottahs-00 (Zero) Chattak-00 (Zero) Sq.Ft. be the same a little more or less, with structures being lying and situate at Premises No. 2/1B/2, Bidhan Nagar Road, P.S. and P.O. Ultadanga, Kolkata-700 067, under K.M.C. Ward No. 013, Borough No. III, Assessee No. 11-013-03-0438-2 and District of South 24-Parganas, hereinafter referred to the said **"undivided joint property".**

And Whereas the said **Smt. Dali Rani Garai,** in consideration of natural love and affection gifted her undivided 1/8th share in the said **"undivided joint property"** i.e. undivided Bastu Land measuring 01 (One) Cottah - 00 (Zero) Chattak - 00 (Zero) Sq. Ft. be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its undivided share of 533 Sq.Ft. be the same a little more or less, in favour of **Sri Amar Nath Garai,** being her biological / natural son, by virtue of a regd. **'Deed of Gift',** dated 10/01/2018, regd. in the O/o. the A.D.S.R. Sealdah, Dist : South 24- Parganas and recorded there in Book No. I, Volume No. 1606-2018, Page from 4007 to 4036, Being No. 160600112, For the year 2018 and then **Sri Amar Nath Garai,** became the undivided joint owner in respected of 1/2 or 50% share out of total Bastu Land measuring 08 (Eight) Cottahs - 00 (Zero)

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Chattak - 00 (Zero) Sq. Ft. be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its covered area 4260 sq.ft. be the same a little more or less.

And Whereas the said **Sri Amar Nath Garai,** (having his undivided 50% share), **Sri Rana Garai** (having his undivided 25% share) and **Sri Aloke Kumar Garai** (having his undivided 25% share) being all are undivided joint owner of all that piece and parcel of revenue re-deemed **Bastu Land** measuring 08 (Eight) Cottahs - 00 (Zero) Chattaks - 00 (Zero) Sq. ft. be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its covered area 4260 Sq.Ft. be the same a little more or less, lying and situate at Premises No. 2/1B/2, Bidhan Nagar Road, P.S. and P.O. Ultadanga, Kolkata-700 067, under the K.M.C. Ward No. 013, Borough No. III, Assessee No. 11-013-03-0438-2 and District of South 24-Parganas and they are further applied on 16/01/18, for mutation of their joint names instead of **Smt. Dali Rani Garai,** on transfer ground through simple / one visit **Mutation Case No. O/013/16-JAN-18/108290** and the said mutation application duly **approved on 18/01/2018** by the authority concern and they have already obtain a **Mutation Certificate, dated 19/01/2018**, hereinafter referred to as the said **"undivided another joint property".**

And Whereas the said **Sri Amar Nath Garai** (First Party / Land Owner No. 1, herein), **Sri Rana Garai** (First Party / Land Owner No. 2, herein) and **Sri Aloke Kumar Garai** (First Party / Land Owner No. 3, herein), all are undivided joint owners of the said "**one** and **another joint property**", as per their mutual understanding and better enjoyment to willingly again applied on 20/01/2018 to the Asseessment-Collection (N) Department of the K.M.C. office for amalgamation of their said "**one** and **another joint property**" through amalgamation **Case No. M/013/20-JAN-18/2627** and the said amalgamation application has been duly approved by the **Special Municipal Commissioner (R/S.),** vide his **order dated 12/09/2018** and the said "**one** and **another joint property**" i.e. two Premises No. 2/1B/1 and Premises No. 2/1B/2, Bidhan Nagar Road, being

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two Assessee No. 11-013-03-0437-0 and Assessee No. 11-013-03-0438-2, has been duly converted/stand into one unit premises number i.e. **Premises No. 2/1B/1, Bidhan Nagar Road**, being **Assessee No 11-013-03-0437-0** and they have already obtained **Mutation /Amalgamation Certificate, dated 27/09/18** and after completion of Amalgamation, the said **Sri Amar Nath Garai** (having his undivided 45.70% share), **Sri Rana Garai** (having his undivided 27.15% share) and **Sri Aloke Kumar Garai** (having his undivided 27.15% share) out of entire amalgamated property of **All That** piece and parcel of revenue re-deemed **Bastu Land** measuring **10 (Ten) Cottahs - 12 (Twelve) Chattaks - 22 (Twenty Two) Sq. Ft.** be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its **covered area 5760 sq.ft.** be the same a little more or less, hereinafter referred to the said "**undivided joint ownership one unit property**", morefully described in the **First Schedule** mentioned property hereunder written.

And Whereas while thus seized and possessed the said "**undivided joint ownership one unit property**" free from all encumbrances, the **First Party / Land Owners** herein, have since expressed their desire to construct a multistoried building after demolishing of existing old structures through a proper **Developer / Promotor** and thereafter getting such information from a reliable source, the **Second Party / Developer / Promotor** herein, approached before the said **First Party / Land Owners** herein to construct such a multistoried building consisting of several flats / rooms / shops / offices / units. On account of such proposal, the said **First Party / Land Owners** herein allowed the said **Second Party / Developer / Promotor** herein to inspect of the said "**undivided joint ownership one unit property**" stated in the **First Schedule** mentioned property hereunder written alongwith all relevant deeds and documents.

And Whereas the said **Second Party / Developer / Promotor** herein has inspected the **First Schedule** mentioned property hereunder written and having been completely satisfied with its clarity of title and commercial viability, have approached the said **First Party / Land Owners** herein to allow their to construct a multistoried building after demolishing of old structures over the same.

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: NOW IT IS HEREBY AGREED BY AND BETWEEN THE FIRST PARTY / LAND OWNERS HEREIN AND THE SECOND PARTY DEVELOPER / PROMOTOR HEREIN AS FOLLOWS :

ARTICLE - I : DEFINITIONS

-: In this Agreement unless it is repugnant to or inconsistent with the subject or context :-

1.1) FIRST PARTY / LAND OWNERS : shall mean the aforesaid **(1) Sri Amar Nath Garai,** son of Late Biswanath Garai, by Occupation-Business, by Nationality- Indian, by Faith-Hindu and residing at 2/1B/1, Bidhan Nagar Road, P.O. and P.S. Ultada nga, Kolkata-700 067 and **(2) Sri Rana Garai,** son of Late Rabindra Nath Garai, by Occupation-Business, by Nationality- Indian, by Faith-Hindu and residing at 2/1B/1, Bidhan Nagar Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and **(3) Sri Aloke Kumar Garai,** son of Late Atul Chadra Garai, by Occupation-Business, by Nationality-Indian, by Faith-Hindu and residing at 2/1B/1, Bidhan Nagar Road, P.O. and P.S. Ultadanga, Kolkata-700 067, hereinafter called the **First Party / Land Owners** including their respective heirs, executors, administrators successors, legal representatives and assigns.

1.2) SECOND PARTY / DEVELOPER / PROMOTOR : shall mean **M/s. Matrix Construction** a Partnership firm, having its Regd. office at 157/2A, Acharya Prafulla Chandra Road, P.O. Shyambazar, P.S. Shyampukur, Kolkata-700 004, represented by its two Partners namely **(1) Sri Uttam Kumar Kundu,** son of Late Jadab Chandra Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu and residing at 13/8D, Ariff Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and **(2) Sri Samiran Kundu,** son of Sri Uttam Kumar Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu and residing at 13/8D, Ariff Road, P.O. and P.S. Ultadanga, Kolkata-700 067, hereinafter called the **Second Party / Developer / Promotor** including its successors-in-office, executors, administrators, legal representatives, and assigns.

1.3) SAID BASTU LAND : shall mean **All That** piece and parcel of revenue redeemed **Bastu Land** measuring 10 (Ten) Cottahs - 12 (Twelve) Chattaks - 22 (Twenty Two) Sq. Ft. be the same a little more or less, including 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its covered area

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5760 Sq.Ft. be the same a little more or less, togetherwith all easements appurtenances and common right available therein, lying, situate and being Premises No. 2/1B/1, Bidhan Nagar Road (prior to amalgamated another Premises No. 2/1B/2, Bidhan Nagar Road, being Assessee No. 11-013-03-0438-2), P.S. and P.O. Ultadanga, Kolkata-700 067, under the K.M.C. Ward No. 013, Borough No. III, Assessee No. 11-013-03-0437-2 and District of South 24-Parganas hereinafter called the said "**Bastu Land**" and or the said proposed a multistoried building to be construct thereon whenever the context permits, morefully and particularly described in the **First Schedule** mentioned property hereunder written.

1.4) UNDIVIDED PROPORTIONATE SHARE IN THE SAID BASTU LAND : shall mean all that undivided, impartible, indivisible share or interest in the entire said **Bastu Land**, comprised in the entirely morefully described in the **First Schedule,** mentioned property hereunder written.

1.5) ARCHITECT : shall mean a duly qualified Architect to be appointed by the **Second Party / Developer / Promotor** herein for the time being and / or other Architect during the material point of time of construction of the said proposed a multistoried building or during the process or progress of the work whatsoever may have been appointed by the said **Second Party / Developer / Promotor** herein.

1.6) BUILDING UNIT : shall mean proposed a multistoried building to be constructed upon the said "**Bastu Land**" in accordance with the building plan duly sanctioned by the Kolkata Municipal Corporation (morefully and particularly described in the **Second Schedule** mentioned property hereunder written).

1.7) COMMON EXPENSES : shall mean and include the cost of operating, up-keeping and maintaining as and when be required. Common service and facilities of the said proposed a multistoried building and shall include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully descibed in the **Fourth Schedule** hereunder written.

1.8) UNIT : shall mean any flats / rooms / shops / offices / units within the said proposed a multistoried building on or at the said "**Bastu Land**", each of them being part thereof.

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1.9) UNDIVIDED SHARE : shall mean the undivided variable and impartible proportionate share in the said **"Bastu Land"** attributable and allocable to the said proposed a multistoried building to be determined in relation to the area of the said proposed a multistoried building.

1.10) PLAN : shall mean the plan sanctioned by the Kolkata Municipal Corporation, and other statutory variation including such modification or variatons therein as may be required to be made or directed by the said Kolkata Municipal Corporation and accepted upon by the said **First Party / Land Owners** herein.

1.11) TRANSFER : with its grammatical variations shall mean and include a transfer of possession and by other mean adopted for effecting what is understood as a transfer for flats / rooms / shops / offices / units in the said proposed a multistoried building to the purchaser / purchasers.

1.12) TRANSFEREE : shall mean the persn, firm, company, accociation of person's institutuion to whom any flats / rooms / shops / offices / units in the said proposed a multistoried building to be trnasferred.

1.13) TRANSFEROR : shall mean the **First Party / Land Owners** herein namely **(1) Sri Amar Nath Garai,** son of Late Biswanath Garai, by Occupation-Business, by Nationality- Indian, by Faith-Hindu and residing at 2/1B/1, Bidhan Nagar Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and **(2) Sri Rana Garai,** son of Late Rabindra Nath Garai, by Occupation-Business, by Nationality- Indian, by Faith-Hindu and residing at 2/1B/1, Bidhan Nagar Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and **(3) Sri Aloke Kumar Garai,** son of Late Atul Chadra Garai, by Occupation-Business, by Nationality-Indian, by Faith-Hindu and residing at 2/1B/1, Bidhan Nagar Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and **M/s. Matrix Construction** a Partnership firm, having its Regd. office at 157/2A, Acharya Prafulla Chandra Road, P.O. Shyambazar, P.S. Shyampukur, Kolkata-700 004, represented by its two Partners namely **(1) Sri Uttam Kumar Kundu,** son of Late Jadab Chandra Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu and residing at 13/8D, Ariff Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and **(2) Sri Samiran**

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Kundu, son of Sri Uttam Kumar Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu and residing at 13/8D, Ariff Road, P.O. and P.S. Ultadanga, Kolkata-700 067.

1.14) ADVOCATE : shall mean Ld. Advocate, to be appointed by the **Second Party / Developer / Promotor** herein, who will prepare all Agreement for Sale and all Deed of Convenyance and any other documents in favour of the intending purchaser / purchasers.

1.15) MEMORANDUM OF AGREEMENT : shall mean this Agreement dated **the day of February, Two Thousand Nineteen (2019), A.D.** between the said **First Party / Land Owners** herein and said **Second Party / Developer / Promotor** herein in respect of **First Schedule** mentioned property hereunder written and construction in the said proposed a multistoried building thereon with terms and conditions embodied hereto.

1.16) SPECIFICATION : shall mean the materials and specifications mentioned in the **Sixth Schedule** hereunder written.

ARTICLE - II : COMMENCEMENT

2) This **Development Agreement** shall be deemed to have commenced on and with effect from **the 15th day of February, Two Thousand Nineteen (2019), A.D.**. The said proposed multistoried building shall take effect after approval of the Building Plan and the same shall be complete within 36 (thirty six) months from the date of such commencement of construction after demolishing of old structures which may be extended upto a further period of 6 (six) months.

ARTICLE - III : OWNERS' REPRESENTATION

3.1) That the said **First Party / Land Owners** herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to **All That** piece and parcel of revenue redeemed **Bastu Land** measuring 10 (Ten) Cottahs - 12 (Twelve) Chattaks - 22 (Twenty Two) Sq. Ft. be the same a little more or less, including 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its covered area 5760 Sq.Ft. be the same a little more or less, togetherwith all easements appurtenances and common right available therein, lying, situate and being Premises

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