

5148/14

I-6125/2014




পশ্চিমবঙ্গ পহিষম বংগাল WEST BENGAL

H 887632

11/06/14
9.40
8-8795/14

Certified that the document is admitted to registration. The Signature sheet and the attestation sheets attached with this document are the part of this document.


Addl. District Sub-Registrar
Behala, South 24 Parganas

File Case No. 761 For 20 L.Y

J(1) (a)/K(2)(a) = 252

J(2)/K(2) = 252

Total Rs. = 252

A.O.S.R. (Behala)

10.6.14

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the
11th day of June, Two Thousand and Fourteen (2014)

B E T W E E N

1) SRI SUNIL KUMAR MUKHERJEE, son of Lata Amulya Charan

Bi Kesh Goswami

NAME _____
ADD _____
RS. 1500
10 JUN 2014
S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
28 J. K. S. Roy Road, Pal-1

Cap

10 JUN

Santam Goswami

W.C.T.I
1881

Goswami

W.C.T.I
1877

Mishra

W.C.T.I
1878

Madhusudan Mishra

W.C.T.I
1879

Kumar Kanti Mukherjee

W.C.T.I
1880




11 JUN 2014

Satyajit Mishra

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 468 to 518
being No 06125 for the year 2014.




(Asish Goswami) 17-July-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA
Office of the A.D.S.R. BEHALA
West Bengal

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. BEHALA, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 05148 / 2014

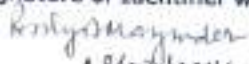
1. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1.	Rana Mukherjee Address- P. S. Handevpur, 29 Kali Pada Mukherjee Road, Kolkata, District- South 24 Parganas, WEST BENGAL, India. Pin - 700008	Self and as Attorney	 08/07/2014	 LTI 08/07/2014	

Name of Identifier of above Person(s)

Pradyot Mazumder
101 B, Rav Bahadur Road, Kolkata, District- South
24 Parganas, WEST BENGAL, India. Pin - 700034

Signature of Identifier with Date


08/07/2014

Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. BEHALA, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 05148 / 2014

1. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Subhasis Mukherjee Address - P. S. - Haridevpur, 29, Kali Pada Mukherjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008	Self		 LTI	Subhasish Mukherjee
			14/07/2014	14/07/2014	

Name of Identifier of above Person(s)

Prodyot Mazumder
161/9, Roy Bahadur Road, Kolkata, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700034

Signature of Identifier with Date

Prodyot Mazumder
14/7/14



(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA
Office of the A.D.S.R. BEHALA



Government Of West Bengal
Office Of the A.D.S.R. BEHALA
District:-South 24-Parganas

Endorsement For Deed Number : I - 06125 of 2014
(Serial No. 05148 of 2014 and Query No. 1607L000008795 of 2014)

On 11/06/2014

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 21.40 hrs on :11/06/2014, at the Private residence by Gautam Goswami
Claimant.

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

Execution is admitted on 11/06/2014 by

1. Sunil Kr. Mukherjee, son of Lt. Amulya Charan Mukherjee , P. S. - Haridevpur, 29, Kali Pada Mukherjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Others
2. Madhusudan Mukherjee, son of Lt. Amulya Charan Mukherjee , P. S. - Haridevpur, 29, Kali Pada Mukherjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Others
3. Kumar Kanti Mukherjee, son of Lt. Amulya Charan Mukherjee , P. S. - Haridevpur, 29, Kali Pada Mukherjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Others
4. Sanjib Mukherjee, son of Lt. Sukumar Mukherjee , P. S. - Haridevpur, 29, Kali Pada Mukherjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Others
5. Sanjay Mukherjee, son of Lt. Sukumar Mukherjee , P. S. - Haridevpur, 29, Kali Pada Mukherjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Others
6. Subir Mukherjee, son of Lt. Sudhir Kr. Mukherjee , P. S. - Haridevpur, 29, Kali Pada Mukherjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Others
7. Tapati Banerjee, wife of Biswanath Banerjee , P. S. - Haridevpur, 29, Kali Pada Mukherjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Others
8. Kanak Roy Chowdhury, wife of Lt. Asoke Roy Chowdhury , P. S. - Haridevpur, 29, Kali Pada Mukherjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Others
9. Purabi Pal, wife of Anup Pal , P. S. - Haridevpur, 29, Kali Pada Mukherjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Others
10. Gautam Goswami
Director, M/s. M C G Infra Projects Pvt. Ltd., 17/4/1, Nafar Chandra Das Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034.
By Profession : Others

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

16/07/2014 17:23:00

EndorsementPage 1 of 3



Government Of West Bengal
Office Of the A.D.S.R. BEHALA
District:-South 24-Parganas

Endorsement For Deed Number : I - 06125 of 2014
(Serial No. 05148 of 2014 and Query No. 1607L000008795 of 2014)

Certified By: Bikash Goswami, son of High Court Calcutta District-Kolkata WEST BENGAL
India By Caste: Hindu By Profession: Advocate

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

On 17/06/2014

Payment of Fees:

Amount By Cash

Rs. 14303.00/- on 17/06/2014

(Under Article : B = 14289/- , E = 14/- on 17/06/2014)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,36,47,554/-

Certified that the required stamp duty of this document is Rs.- 20051 /- and the Stamp duty paid as Impressive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 19100/- is paid , by the draft number 728325, Draft Date 11/06/2014, Bank : State Bank of India, Roy Bahadur Road, Behala, received on 17/06/2014

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

On 08/07/2014

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

Execution is admitted on 08/07/2014 by

1. Rana Mukherjee, son of Lt. Anil Kr. Mukherjee , P. S. - Haridevpur, 29, Kali Pada Mukherjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Others

Identified By Prodyot Mazumder, son of Pranab Kanti Mazumder, 161/9, Roy Bahadur Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034, By Caste: Hindu, By Profession: Business.

Executed by Attorney

Execution by

1. Rana Mukherjee, son of Lt. Anil Kr. Mukherjee , P. S. - Haridevpur, 29, Kali Pada Mukherjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008 By Caste Hindu By Profession: Others,as the constituted attorney of 1, Monika Mukherjee 2. Bulbul Bhattacharya 3. Sukanya Dharadhar is admitted by him.

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

16/07/2014 17:23:00

EndorsementPage 2 of 3



Government Of West Bengal
Office Of the A.D.S.R. BEHALA
District:-South 24-Parganas

Endorsement For Deed Number : I - 06125 of 2014
(Serial No. 05148 of 2014 and Query No. 1607L000008795 of 2014)

Identified By Prodyot Mazumder, son of Pranab Kanti Mazumder, 161/9, Roy Bahadur Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034, By Caste: Hindu, By Profession: Business.

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

On 14/07/2014

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

Execution is admitted on 14/07/2014 by

1. Subhasis Mukherjee, son of Lt. Sudhir Kr. Mukherjee , P. S. - Haridevpur, 29, Kali Pada Mukherjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Others

Identified By Prodyot Mazumder, son of Pranab Kanti Mazumder, 161/9, Roy Bahadur Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034, By Caste: Hindu, By Profession: Business.

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

On 16/07/2014

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 5(f), 53, 57 of Indian Stamp Act 1899.

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

16/07/2014 17:23:00

EndorsementPage 3 of 3

Mukherjee 2) **SRI MADHUSUDON MUKHERJEE**, son of Late Amulya Charan Mukherjee, 3) **SRI KUMAR KANTI MUKHERJEE**, son of Late Amulya Charan Mukherjee, 4) **SMT. MONIKA MUKHERJEE**, wife of Late Anil Kumar Mukherjee and daughter-in-law of Late Amulya Charan Mukherjee, (5) **RANA MUKHERJEE**, son of Late Anil Kumar Mukherjee and grand son of Late Amulya Charan Mukherjee, (6) **SMT. BULBUL BHATTACHARYA**, wife of Sri Debanjan Bhattacharya and daughter of Late Anil Kumar Mukherjee and grand daughter of Late Amulya Charan Mukherjee, (7) **SMT. SUKANYA DHARADHAR**, wife of Sri Sudhir Dharadhar and daughter of Late Anil Kumar Mukherjee and grand daughter of Late Amulya Charan Mukherjee, 4, 6 and 7 are represented by their constituted attorney **SRI RANA MUKHERJEE** by a registered Deed of Power of Attorney executed in the office of the Sub Registrar, Kurla, Mumbai in the State of Maharashtra and recorded as Being No.3106 dated 19.04.2014 for the year 2014. (8) **SRI SANJIB MUKHERJEE**, son of Late Sukumar Mukherjee and grand son of Late Amulya Charan Mukherjee (9) **SRI SANJAY MUKHERJEE**, son of Late Sukumar Mukherjee and grand son of Late Amulya Charan Mukherjee (10) **SRI SUBIR MUKHERJEE**, son of Late Sudhir Kumar Mukherjee and grand son of Late Amulya Charan Mukherjee, (11) **SRI SUBHASIS MUKHERJEE**, son of Late Sudhir Kumar Mukherjee and grand son of Late Amulya Charan Mukherjee (12) **SMT. TAPATI BANERJEE**, wife of Sri Biswanath Banerjee and daughter of Late Sudhir Kumar Mukherjee and grand daughter of Late Amulya Charan Mukherjee (13) **SMT. KANAK ROY CHOWDHURY**, wife of Late Asoke Roy Chowdhury and daughter of Late

ਸਤਿਗੁਰੂ ਮਨਮੋਹਨ

ਮੁਕਤੀ
1882

ਗੁਰਮਤਿ ਮਨਮੋਹਨ

ਮੁਕਤੀ
1882

ਗੁਰਮਤਿ ਮਨਮੋਹਨ

ਮੁਕਤੀ
1884

ਮੁਕਤੀ
1885

ਮੁਕਤੀ
1886

ਗੁਰਮਤਿ ਮਨਮੋਹਨ
ਗੁਰਮਤਿ ਮਨਮੋਹਨ
ਗੁਰਮਤਿ ਮਨਮੋਹਨ
ਗੁਰਮਤਿ ਮਨਮੋਹਨ



A.D.S.H.
11 JUN 2014
Dist. South 24 Fga.

Sudhir Kumar Mukherjee and grand daughter of Late Amulya Charan Mukherjee, (14) **SRI PURABI PAL**, wife of Sri Anup Pal and daughter of late Sudhir Kumar Mukherjee and grand daughter of Late Amulya Charan Mukherjee, all are residing at 29, Kalipada Mukherjee Road, Police Station-Bhala then transferred to Thakurpukur and at present Haridevpur, Kolkata-700008, hereinafter collectively called the **OWNERS/LAND LORDS** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators representatives and assigns) of the **FIRST PART.**

A N D

M/S. MCG INFRA PROJECTS Pvt Ltd., a private limited company having its registered office at 17/4/1 Nafar Chandra Das Road, Kolkata - 700034, represented by its one of the Directors namely **SRI GAUTAM GOSWAMI**, son of Late Rabindranath Goswami residing at 11 Narayan Roy Road, Barisha, Kolkata - 700008, Police Station - Thakurpukur, hereinafter for the sake brevity referred to as the **DEVELOPER** (which terms and expressions unless excluded by or repugnant to the context shall be deemed to include its heirs, executors, administrators, legal successors, successors-in-office, representatives and assigns) of the **OTHER PART.**

WHEREAS Kalipada Mukherjee and Haripada Mukherjee were the joint owners of some landed property measuring about 59 decimals of land and pond in Mouza- Muradpur, P.S. Bhala at present Haridevpur out of which in Dag No 378, Khatian No. 26 there is 7 Decimal of land on which there is one room out

house measuring about 100 Sq.ft. (more or less) and in Dag No. 382, Khatian No.26 there is 13 Decimal of Bank of Pond and in Dag No. 381, Khatian No.26 there is 13 decimal of Pond and in Dag No.379, Khatian No.26 there is 1 (one) decimal of pathway of Pond and in dag No.256, Khatian No.46, there is 10 decimal of land and in Dag No. 247, Khatian No.46, there is 15 Decimal of land with dwelling house of 1200 Sq.ft. in total.

AND WHEREAS Kalipada Mukherjee died intestate leaving behind three sons namely Amulya Charan Mukherjee, Bata Krishna Mukherjee and Monimohan Mukherjee as his heirs and legal representatives and the undivided half share of the property measuring about 29.5 decimal left by the deceased Kalipada Mukherjee devolved upon them in equal shares according Hindu succession Law.

AND WHEREAS Haripada Mukherjee also died intestate leaving behind his two sons namely, Jugal Kishore Mukherjee and Tarapada Mukherjee as his heirs and legal representatives and other half share of the property measuring about 29.5 decimal left by the deceased Haripada Mukherjee devolved upon them in equal shares according to Hindu succession Law.

AND WHEREAS Amulya Charan Mukherjee died intestate leaving behind his eight sons namely Sudhir Mukherjee, Dr. Sukumar Mukherjee, Anil Mukherjee, Dr. Baidya Nath Mukherjee, Toolshi Charan Mukherjee, Sunil Mukherjee, Madhusudan Mukherjee, Kumar Kanti Mukherjee and his three daughter namely (1) Shivani Banerjee, (2) Rekha Banerjee and (3) Smt. Bela Banerjee as his heirs and legal representatives and the undivided $1/3^{\text{rd}}$ share of



29.5 decimals of property i.e. 9.83 decimal of property left by the deceased Amulya Charan Mukherjee devolved upon his legal heirs in equal shares.

AND WHEREAS said Batakrishna Mukherjee, son of Late Kalipada Mukherjee was an unruly person and was not capable to be as a member of a Hindu undivided joint family and it was amicably settled by and between Batakrishna Mukherjee, Amulya Charan Mukherjee and Moni Mohan Mukherjee that said Batakrishna Mukherjee shall give up his undivided $1/3^{\text{rd}}$ share of the said 29.5 decimal property i.e. 9.83 decimal of landed property with dwelling house to his two own brothers namely Amulya Charan Mukherjee and Moni Mohan Mukherjee and in exchange to that one Omni Bus of Route No. 76 of Bengal Bus syndicate Car No. WBR 316 was transferred in the name of Batakrishna Mukherjee in the year 1946 through Alipore Court in a Civil Proceeding. Be it mentioned herein that the said share of the property of said Batakrishna Mukherjee was divided and adjusted with the share of legal heirs of Late Amulya Charan Mukherjee and Moni Mohan Mukherjee and for which the heirs of deceased Amulya Charan Mukherjee became the joint owners of undivided 14.75 decimal land/property and the heirs of deceased Moni Mohan Mukherjee became the joint owners of undivided 14.75 decimal land/property.

AND WHEREAS said Tara Pada Mukherjee was a bachelor and also expired intestate at an early age and the undivided half share of the property measuring about 14.75 decimal devolved upon his elder brother Jugal Kishore Mukherjee and for that Jugal Kishore became the absolute owner of 29.5 decimal land/property according to Hindu Succession Law.

AND WHEREAS said Jugal Keshore Mukherjee transferred his entire share of property measuring about 29.5 decimal of landed property in different dags under mouza-Muradpur, J.L. No.13, P.S.-Behala now Haridevpur to Sudhir Kumar Mukherjee, Dr. Sukumar Mukherjee, Anil Mukherjee, Dr. Baidyanath Mukherjee, Toolshi Charan Mukherjee, Sunil Kumar Mukherjee, Madhusudan Mukherjee and Kumar Mukherjee by way of executing one sale Deed registered in the office of the Sub-Registrar, Alipore at Behala and the same was recorded in Book No. 1, Volume No. 18 pages 97 to 101, being No. 148 for the year 1964

AND WHEREAS the eight sons and three daughters of Late Amulya Charan Mukherjee thus became the absolute owners of the landed property measuring about 14.75 decimal in C.S. Dag No.378, 379, 381, 382, Khatian No.26 and C.S. Dag No.256, Khatian No.46 of Mouza - Muradpur, which they have acquired by way of inheritance and the landed property measuring about 29.5 decimal of land in C.S. Dag No.378, 379, 381, 382, Khatian No.26 and C.S. Dag No.256, Khatian No.46 of Mouza - Muradpur was purchased by the eight sons of Late Amulya Charan Mukherjee and thus the eight sons of Late Amulya Charan Mukherjee and his three daughters became the absolute owners of undivided 44.25 decimal of land in C.S. Dag No.378,379,381 and 382 under Khatian No.26 and C.S. Dag No.256 under Khatian No.46 of Mouza-Muradpur, J.L. No.13 and by a deed of partition dated 11.6.2014 executed in the office of the Additional District Sub Registrar, Behala, said Sunil Mukherjee & Others, the party of the second part became the absolute owners of landed property along with pond, measuring about 44 decimal. Be it mentioned herein that in the said Deed of

Partition dated 11.6.2014, the Party of the First Part therein i.e. Smt. Rina Mukherjee & Others became the absolute owners of the landed property measuring about 15 decimals corresponding to C.S. Dag No. 247, Khatian No. 46 J.L. No. 13 Mouza - Muradpur with a dwelling house measuring about 1200 Sq.ft. within the jurisdiction of Kolkata Municipal Corporation, Ward No. 123.

AND WHEREAS by a registered deed of conveyance dated 4th November, 1936 Amulya Charan Mukhopadhyay alias Mukherjee, son of late Kalipada Mukhopadhyay of Village-Muradpur, P.S.-Behala has purchased a piece and parcel of orchard land along with a portion of a pond measuring about 19¹/₄ Satak from one Sadhu Charan Kala, son of Late Ramchandra Kala of Village-Muradpur, P.S.-Behala, lying in Mouza 77 No. Muradpur, Touzi No.74-77 and 82, Khatian No.185, Dag No.373, 374 and 377.

AND WHEREAS by the said Deed of Conveyance said Amulya Charan Mukhopadhyay purchased 9¹/₄ decimal undivided orchard land along with a portion of a pond out of total area of 31 decimal of land. Be it mentioned over here that in Dag No.373 there was 23 decimal of pond and in Dag No.374 there was 8 decimal of orchard land and out of that 31 decimal of land (23 + 8), said Amulya Charan Mukhopadhyay had purchased only 9 ¹/₄ decimal of undivided orchard land and pond.

AND WHEREAS by the said deed of conveyance dated 04.11.1936, said Amulya Charan Mukhopadhyay has also purchased 10 decimal of orchard land in Dag No. 377 of Mouza- 77, Muradpur, Khatian No.185.

AND WHEREAS by the said deed of conveyance dated 04.11.1936 said Amulya Charan Mukhopadhyay had purchased a total area of 19 1/4 orchard land along with a portion of a pond.

AND WHEREAS the said deed of conveyance dated 04.11.1936 was executed in the office of the Joint Sub-Registrar of Alipore at Behala and recorded in Book No. 1 Volume No. 30, Pages 225 to 227 being No. 2254 for the year 1936.

AND WHEREAS after execution of the said deed of conveyance dated 04.11.1936, it was detected that inadvertently there was a mistake in stating the Khatian No. as 185 in place and instead of Khatian No.107.

AND WHEREAS at present the legal heirs of Late Amulya Charan Mukhopadhyay has sold the undivided portion of pond in Dag No.373 and undivided portion of solid orchard land in Dag No.374 by executing several Deed of Conveyances to other parties and at present only 3 decimal of solid orchard land is left in Dag No.374, Mouza - 77 No. Muradpur, Touzi No.74-77 and 82, Khatian No.107. Be it mentioned herein that Late Amulya Charan Mukhopadhyay has purchased only 9 1/4 decimal of undivided land from one Sadhu Charan Kala out of 31 decimal of land and pond in both Dag Nos.373 and 374 by executing registered Deed of Conveyance in Dag No.373 and 374 of Mouza -Muradpur and out of that 9 1/4 decimal of pond and solid orchard land, the legal heirs of Late Amulya Charan Mukhopadhyay has sold the entire land along with pond except 3 decimal of solid orchard land in Dag No.374.

AND WHEREAS by a registered deed of rectification dated 17.04.1937, said Amulya Charan Mukhopadhyay and Sadhu Charan Kala rectified the said mistake and in the said deed of rectification, both the parties agreed and after being agreed denoted the Khatian No. as 107 in place and instead of Khatian No.185. It was specifically stated in the said Deed of Rectification dated 17.04.1937 that while executing the deed of conveyance dated 4.11.1936, inadvertently the parties has done a mistake in the schedule of the said deed of conveyance by denoting the khatian of the saleable properties as 185 in place and instead of 107 and it was also stated in the said deed of rectification dated 17.04.1937 that the said deed of rectification dated 17.04.1937 be treated as a part and parcel of the original deed of conveyance dated 04.11.1936.

AND WHEREAS by the strength of the said deed of conveyance dated 04.11.1936 and deed of rectification dated 17.04.1937, said Amulya Charan Mukhopadhyay became the absolute owner of undivided 19¼ orchard land along with a portion of a pond in Dag No. 373, 374 and 377 of mouza 77, Muradpur, Touzi No.74-77 and 82, Police Station-Behala, Khatian No.107.

AND WHEREAS on enquiry from the office of the B.L. & L.R.O., Behala, it was evident that Khatian No.107 has turned into Khatian No.655.

AND WHEREAS after purchasing the same said Amulya Charan Mukhopadhyay alias Mukherjee mutated his name in the Record-Of-Right and as well as in the Record of the Calcutta Municipal Corporation and absolutely seized and possessed by erecting residential pucca dwelling house thereon and by paying rents and taxes thereto. Be it mentioned herein that dwelling house is-

at present known as Premises No.29, Kalipada Mukherjee Road, Kolkata - 700008, under Kolkata Municipal Corporation Ward No. 122.

AND WHEREAS the eight sons and three daughters of Late Amulya Charan Mukherjee thus became the absolute owners of the landed property measuring about 14.75 decimal in C.S. Dag No.378, 379, 381, 382, Khatian No.26 and C.S. Dag No.256, Khatian No.46 of Mouza - Muradpur, which they have acquired by way of inheritance.

AND WHEREAS during the life time of said Amulya Charan Mukhopadhyay, he has constructed a two storied building on the purchased property which he has purchased by way of executing registered deed of conveyance in the year 1936 and at present all the eleven legal heirs are enjoying the said landed properties jointly without disturbance from any corner.

AND WHEREAS Smt. Rekha Banerjee, wife of Utsabendu Banerjee and daughter of Late Amulya Charan Mukhopadhyay, residing at 31, M.N. Sen Lane, Tollygunge, Kolkata-700040 and Smt. Bela Banerjee wife Tarunendra Nath Banerjee, and daughter of Late Amulya Charan Mukhopadhyay, residing at Plot No. 1440, Sector-8, Post Office- Faridabad, NIT, Faridabad, Hariyana, Pin-121006 gifted all that undemarcated and undivided 2/11th share of solid orchard land of 14.75 decimal in C.S. Dag No.378, 379, 381, 382, Khatian No.26, and Dag No.256, Khatian No.46 and 10 decimal of orchard land in C.S. Dag No.377 and 3 decimal of orchard land in C.S. Dag No.374, of Mouza - 77 No. Muradpur, Touzi No.74-77 and 82, corresponding to 3 cottah of land (more or less) and 218 sq.ft. of undivided and undemarcated covered space of Municipal Premises No.29.

Kalipada Mukherjee Road, Kolkata - 700008, within the local limits of Kolkata Municipal Corporation Ward No.122 and 123, Police Station - Behala then transferred to Thakurpukur and at present Haridevpur, Kolkata-700008 to their own brothers 1) Sri Sunil Mukherjee, 2) Sri Madhusudan Mukherjee and Sri Kumar Kanti Mukherjee by way of executing one registered deed of gift in the office of the District Sub-Registrar-II, Alipore and the same was recorded in Book No. I, CD Volume No. 17, pages 7859 to 7881 being No. 05247 for the year, 2013.

AND WHEREAS Smt. Sibani Banerjee, wife of Sri Jogesh Chandra Banerjee and daughter of Late Amulya Charan Mukhopadhyay, residing at Plot No. 48/999-229 Melachab Road, Chakraborty, gifted all that undemarcated and undivided 1/11th share of solid orchard land of 14.75 decimal in C.S. Dag No.378, 379, 381, 382, Khatian No.26, and Dag No.256, Khatian No.46 and 10 decimal of orchard land in C.S. Dag No.377 and 3 decimal of orchard land in C.S. Dag No.374, of Mouza - 77 No. Muradpur, Touzi No.74-77 and 82, corresponding to 1½ cottah of land (more or less) and 109 sq.ft. of undivided and undemarcated covered space of Municipal Premises No.29, Kalipada Mukherjee Road, Kolkata - 700008, within the local limits of Kolkata Municipal Corporation Ward No.122 and 123, Police Station - Behala then transferred to Thakurpukur and at present Haridevpur, Kolkata-700008 to their own brothers 1) Sri Sunil Mukherjee, 2) Sri Madhusudan Mukherjee and Sri Kumar Kanti Mukherjee by way of executing one registered deed of gift in the office of the District Sub-Registrar-II, Alipore and the same was recorded in Book No. I, CD Volume No. 4, pages 4491 to 4507 being No. 1325 for the year, 2014.

AND WHEREAS both the heirs of deceased Amulya Charan Mukherjee and deceased Moni Mohan Mukherjee, were absolutely seized and possessed in Mouza -Muradpur, Khatian No. 26 & 46, C.S. Dag Nos. 378, 379, 381, 382 and C.S. Dag Nos. 247, 256, Police Station-Behala then transferred to Thakurpukur and at present Haridevpur, District 24- Parganas (South).

AND WHEREAS both the legal heirs of Late Amulya Charan Mukhopadhyay and Late Moni Mohan Mukhopadhyay are entitled to undivided half share of the said inherited landed property with dwelling house standing thereon and for the purpose of partition and/or division of the said property into separate lots in accordance with the respective share of the legal heirs of both Late Amulya Charan Mukhopadhyay and Late Moni Mohan Mukhopadhyay as aforesaid and for convenient and exclusive possession and better use and occupation and enjoyment of the divided portion, the legal heirs of Moni Mohan Mukhopadhyay and the legal heirs of Late Amulya Charan Mukhopadhyay have mutually agreed and decided to have the said properties partitioned by metes and bounds viz. that the legal heirs of Moni Mohan Mukhopadhyay shall accept the properties all that piece and parcel of land measuring about 15 decimal together with old two storied dwelling house standing thereon measuring about 1200 Sq.ft. (1st Floor, 2nd floor), in Mouza -Muradpur, J.L. No. 13, Touzi No. 74, 77-82, Police Station-Behala then transferred to Thakurpukur and at present Haridevpur, C.S. Dag No. 247, under Khatian No. 46, District - 24 Parganas (South) being part of dilapidated 68 years old Premises No. 46, Kalipada Mukherjee Road, (Postal address-Premises 26, Kalipada Mukhejee Road) Kolkata - 700 008, Ward No. 123, together with easement and easementary rights and the

legal heirs of Late Amulya Charan Mukhopadhyay shall accept the properties all that piece and parcel of land, pond, pathway to pond etc measuring about 44 decimal in C.S. Dag No. 378, 379, 381, 382 under Khatian No. 26 within the local limit of Ward No.122 of the Kolkata Municipal Corporation together with easement and easementary rights, and C.S. Dag No.256, under Khatian No.46 District-24 Parganas (South) being part of Premises No. 378, Kalipada Mukherjee Road, Kolkata - 700008, Ward No.123, together with easement and easementary rights.

AND WHEREAS as per the decision taken by both the legal heirs of Late Amulya Charan Mukhopadhyay and Late Moni Mohan Mukhopadhyay, they executed one deed of partition in the office of the District Sub-Registrar-II, Alipore and the same was recorded in Book No. , CD volume No. , pages to being No. , for the year 2014 and had partitioned their ancestral properties by mets and bounds in the manner as stated in the above two paragraphs.

AND WHEREAS the legal heirs of Late Amulya Charan Mukhopadhyay now decided to promote and/or construct multi storied building on a part portion of their own demarcated inherited as well as purchased plots of land measuring about 14.5 cottahs comprised in R.S. Dag No. 373, 374, 377, 378, 379 and 382 of Mouza- Muradpur, J.L. No. 13, corresponding to Municipal Premises no. 51, 53, Kalipada Mukherjee Road and Holding No. 42/37 of Kalipada Mukherjee Road under Kolkata Municipal Corporation Ward No. 122 in a joint venture basis with the party of the second part herein.

AND WHEREAS the party of the second part after being satisfied regarding the title of the landed properties of the party of the first part herein has decided to promote and/or construct multi storied building on the said 14.5 cottahs of land, more fully described in the schedule hereinbelow on certain terms and conditions.

NOW THIS AGREEMENT WITNESSETH that in pursuance of this Agreement, the parties hereto have agreed for development and for constructing a building on the said plot of land, morefully described in the schedule herein below and it is hereby agreed to and declared by and between the parties hereto as follows :-

ARTICLE NO. I

DEFINITIONS

Unless the context or subject otherwise, requires, words or expression contained in this agreement shall have the following meaning.

LANDLORDS/OWNERS shall mean and include 1) **SRI SUNIL KUMAR MUKHERJEE**, son of Late Amulya Charan Mukherjee, 2) **SRI MADHUSUDON MUKHERJEE**, son of Late Amulya Charan Mukherjee, 3) **SRI KUMAR KANTI MUKHERJEE**, son of Late Amulya Charan Mukherjee, 4) **SMT. MONIKA MUKHERJEE**, wife of Late Anil Kumar Mukherjee and daughter-in-law of Late Amulya Charan Mukherjee, (5) **RANA MUKHERJEE**, son of Late Anil Kumar Mukherjee and grand son of Late Amulya Charan Mukherjee, (6) **SMT. BULBUL BHATTACHARYA**, wife of Sri Debanjan Bhattacharya and daughter of Late Anil Kumar Mukherjee and grand daughter of Late Amulya Charan Mukherjee.

(7) **SMT. SUKANYA DHARADHAR**, wife of Sri Sudhir Dharadhar and daughter of Late Anil Kumar Mukherjee and grand daughter of Late Amulya Charan Mukherjee; 4, 6 and 7 are represented by their constituted attorney **SRI RANA MUKHERJEE** by a registered Deed of Power of Attorney executed in the office of the Sub Registrar, Kurla, Mumbai in the State of Maharashtra and recorded as being No. 3106, dated 19.4.2014 for the year 2014 (8) **SRI SANJIB MUKJHERJEE**, son of Late Sukumar Mukherjee and grand son of Late Amulya Charan Mukherjee (9) **SRI SANJAY MUKHERJEE**, son of Late Sukumar Mukherjee and grand son of Late Amulya Charan Mukherjee (10) **SRI SUBIR MUKHERJEE**, son of Late Sudhir Kumar Mukherjee and grand son of Late Amulya Charan Mukherjee, (11) **SRI SUBHASIS MUKHERJEE**, son of Late Sudhir Kumar Mukherjee and grand son of Late Amulya Charan Mukherjee (12) **SMT. TAPATI BANERJEE**, wife of Sri Biswanath Banerjee and daughter of Late Sudhir Kumar Mukherjee and grand daughter of Late Amulya Charan Mukherjee (13) **SMT. KANAK ROY CHOWDHURY**, wife of Late Asoke Roy Chowdhury and daughter of Late Sudhir Kumar Mukherjee and grand daughter of Late Amulya Charan Mukherjee, (14) **SRI PURABI PAL**, wife of Sri Anup Pal and daughter of late Sudhir Kumar Mukherjee and grand daughter of Late Amulya Charan Mukherjee, all are residing at 29, Kalipada Mukherjee Road, Police Station-Behala then transferred to Thakurpukur and at present Haridevpur, Kolkata-700008, including their legal heirs, legal heiresses, legal representatives, executors, administrators and assigns.

DEVELOPER shall mean and include **M/S. MCG INFRA PROJECTS Pvt. Ltd.**, a private limited company having its registered office at 17/4/1 Nafar Chandra Das Road, Kolkata - 700034, represented by its one of the Directors namely **SRI GAUTAM GOSWAMI**, son of Late Rabindranath Goswami residing at 11 Narayan Roy Road, Barisha, Kolkata - 700008, Police Station - Thakurpukur including his legal heirs, legal heiresses, legal representatives, executors, administrators and assigns. Be it mentioned herein that there are two other Directors namely Sri Dibyendu Chandra, son of Late Dibakar Chandra, residing at 15/2, Raja Ram Mohan Roy Road, Kolkata - 700008, P.S. Behala and Sri Pradyut Majumdar, son of Sri Pranab Kanti Majumdar residing at 161/9, Roy Bahadur Road, Kolkata - 700034, P.S. - Behala, and both of them shall sign as witness in the instant Development Agreement.

PURCHASER/PURCHASERS shall mean and include any intending person or persons, individual, company, partnership firm etc. interested in purchasing unit or units in the proposed new building at the said premises against the valuable consideration together with their legal heirs, executors, administrators, successors, nominees and assigns against the party's individual allocation.

THE SAID PROPERTY/PREMISES shall mean and include the land measuring about more or less 14.5 (fourteen and half) cottahs lying and situated at **Municipal Premises No. 51, & 53, Kalipada Mukherjee Road, and Holding No. 40/ 37** of Kalipada Mukherjee Road, corresponding to C.S. Dag No. 373, 374, 377 Khatian No. 655, C.S. Dag No. 378, 379 and 382 Khatian No. 26, Mouza - Muradpur, under Ward No. 122 of Kolkata Municipal Corporation,

together with a brick built structures standing thereon morefully described in the **FIRST SCHEDULE** hereunder written.

THE NEW BUILDING shall mean and include the new proposed four storied (G+3) residential building consisting of spaces and/or flats, units and other structures to be constructed on the said property according to the building plan to be sanctioned by the Kolkata Municipal Corporation building Department after demolishing of the existing structure standing thereon.

SANCTIONED BUILDING PLAN shall mean and include the plan for construction of the proposed new building and/or other structures as may be sanctioned by the Kolkata Municipal Corporation and/or other appropriate authority or authorities on the maximum possible floor area ratio available under the building rules and laws of the said authority including all or any amendments thereto and/or modification, elevations, designs, maps, drawing and other specification thereof as may be made from time to time for construction of the proposed multi-storied building.

COMMON PARTS /COMMON FACILITIES shall mean and include the entrance, corridors, lobbies, landings, stair cases, roof/terrace users right of the building, electric meter room, water pump room, underground and overhead water reservoir, passage and air way and all open spaces including other common areas, covered spaces etc. whatsoever of the building as may be required for the beneficial use and enjoyment and maintenance of the new building and part thereof of the unit holders at the said building.

FLAT / UNIT shall mean any self-contained space/unit/ apartment in the premises including all fittings and fixtures therein and/or appurtenant thereto agreed to be constructed.

MEASUREMENT OF FLAT AREAS shall according to its context mean the plinth area or outer walls of the flats in the building including the balconies and open spaces, if any, adjacent to the said flats and also the thickness of the peripheral walls, internal walls and pillars and also the proportionate share or area in the staircase and lobbies of the building.

THE SALEABLE SPACE shall mean the space in the building available for independent use and occupation along with proportionate share of common areas defined hereinbefore.

SUPER BUILT UP AREA shall mean the covered area of the said flat/unit/ apartment together with the portion of common area and such proportionate share in the common parts as shall be determined by the Developer in its absolute discretion and to be certified by the Architect.

ROOF shall mean and include the entire open space of the roof and/or top of the building excluding the space required for the installation of the overhead water tank and T.V./ Disc antenna.

PROPORTIONATE/ PROPORTIONATE SHARE/ PROPORTIONATELY shall mean the proportion in which the covered area of the Flat be to the total covered area of the premises, **PROVIDED THAT** where it refers to share of any

municipal rates and/or taxes amongst the common expenses, then such share of whole, shall be determined on the basis of which such rates and/or taxes are being respectively levied i.e. in case the basis of any levy be area, rental, income or user, then the same shall be shared on the basis of area, rents, income or user respectively of the respective flats.

COMMON EXPENSES : All costs of maintenance, operation, replacing, white washing, painting, rebuilding, reconstruction, decorating, re-decorating and lighting the common parts, etc. salaries of all persons employed, insurance premium, electricity bills etc.

ARCHITECT shall mean Mr. Ranjit Bhattacharya of Bhattacharya Associates having the proper, requisite and valid license as Building Architect from the Kolkata Municipal Corporation to be appointed and/or nominated by the Developer as the sole Architect or Architects of the proposed building to be constructed on the said premises.

CO-OWNER shall mean all persons who have agreed to own units/ flats/ apartments in the proposed building in the said premises including the Owner for un-acquired units till acquired.

OWNER'S ALLOCATION / CONSIDERATION shall mean and include **ALL THAT** 8 Nos. flat measuring about 750 sq. ft. super built up consisting each of two bed rooms, two bathroom, one kitchen, one dining-cum-drawing room and one balcony on any floor as per the choice of the developer in the building to be constructed newly and 1 flat measuring about 450 sq. ft. super built up

consisting of one bed room, one bathroom, one kitchen, one dining-cum-drawing room and one balcony on any floor as per the choice of the developer in the building to be constructed newly. The newly constructed building shall have the facility of lift and the owners shall also have the right to use the said lift alongwith other co-owners. The owners shall also get two medium size car parking space at the back side of the building. The owner shall not be entitled to claim any further area and/or financial benefit from the Developer in any manner whatsoever over and above an amount of Rs.13,00,000/- (Rupees Thirteen lakhs) only as forfeit money. Be it mentioned herein that the owners shall also get shifting facilities for two families at the rate of Rs.7500/- per month till handover of possession of new flats in the newly constructed building. The owners shall not claim any money towards the salvage of the old building which would be demolished.

DEVELOPER'S ALLOCATION shall mean and include all the remaining portion of the building to be constructed including all car parking spaces more fully and specifically set out in the **THIRD SCHEDULE** written hereunder.

INTERPRETATION Any reference to statute shall include any statutory extension or modification and its enactment of such statute and the rules regulations or orders made therein. Any covenant, by the Developer and/or the Owner not to do or commit any act, deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.

ASSOCIATION shall mean the Association to be promoted by the Developer and/or Owner with the Co-Owner for the common purposes.

DATE OF POSSESSION shall mean the near exact date when possession of the Owner's Allocation in the newly constructed building with proper electricity and water supply connections fully described in Schedule to the Owner within the stipulated period and all financial obligation shall be delivered to the Owner i.e. in short within 24 months from the date of getting sanctioned plan from the Kolkata Municipal Corporation for the building to be constructed newly.

SINGULAR : shall mean and include plural and vice versa.

MASCULINE : shall mean and include feminine and vice versa.

ARTICLE II

COMMENCEMENT

This agreement shall be deemed to have commenced on and from and with effect from the date of execution of these presents.

ARTICLE III

THE LANDLORDS/OWNERS' REPRESENTATIONS ON TITLE AND THE DUTIES & RIGHTS OF THE LANDLORDS/OWNERS

- a) The Landlords/ owners are the sole and absolute owners of the said land, specifically described in the **FIRST SCHEDULE** hereto free from all encumbrances whatsoever;

- b) The entirety of the landed property, morefully described in the schedule 'A' hereinbelow is in the khas possession of the Landlords/Owners and no other person or persons other than the Landlords/Owners herein has/have any right title and interest occupancy, easements, or otherwise on the premises or any part thereof;
- c) There is no suit and/or proceeding and/or litigation pending in respect of the Premises or any part thereof;
- d) No person or persons other than the Landlords/Owners herein has/have any right, title and interest of any nature whatsoever, in the premises or any part thereof.
- e) The right title and interest of the Landlords/Owners in the premises is fully free from all sorts of encumbrances whatsoever and the Landlords / Owners herein has good and marketable title thereto;
- f) No part of the Premises has been or is liable to be acquired under the Urban Land (Ceiling and Regulation) Act, 1976 and/or under any other law and no proceedings are pending in respect thereof;
- g) The land or any part thereof is at present not affected by any requisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Landlords/ Owners herein.



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11 JUN 2014

Dist. South 24 Pgs

- h) Neither the Premises nor any part thereof has been attached and/or is liable to be attached by any decree or Order of any Court of Law or due to income Tax, revenue of any other Public Demand whatsoever;
- i) The Landlords/Owners herein has not yet any way dealt with the premises whereby the right title and interest of the Owners as to the Ownership, used, development and enjoyment thereof is or may be affected in any manner whatsoever.
- j) That the LANDLORDS shall have to perform the duty in signing the appropriate papers which shall be necessary to complete the project as per the demand from the Part of DEVELOPER.
- k) That the LANDLORDS shall be abiding by this oath to sign as a confirmation certificate to the proposed flat buyers and liable to execute the necessary sale deed in favour of purchasers by themselves or by their legal heirs.
- l) That the LANDLORDS shall not be liable to pay income tax or any other tax to the fund used to complete this project except the consideration money.
- m) That the LANDLORDS has the right to inspect the spaces which shall be kept for themselves at any stage of construction and place any objection if any mal-construction or illegal construction is found and/or carried on.

- n) That the LANDLORDS shall not liable in any case about the illegal construction, any taxation, and accident during the construction, labor problem, pollution, local problem or any debit or credit of the said project.
- o) That the LANDLORDS shall have no responsibility for debts and liabilities of the DEVELOPERS that to be incurred in course of construction of the project in any manner whatsoever.
- p) That the Developer has already transferred Rs.13,00,000/- (Rupees Thirteen lakhs) only to one of the sisters of the landlord in her State Bank account at Bhubaneswar, Orissa and that amount of Rs.13,00,000/- (Rupees Thirteen lakhs) only shall be treated as forfeit money at the time of execution of this instant Development Agreement
- q) The Owners herein shall however, handover the vacant possession of the said property in favour of the Developer simultaneous within 7 days from the date of getting sanctioned plan from the Kolkata Municipal Corporation for the building to be constructed newly, **PROVIDED THAT** the developer would arrange two self contained two bed room flat for the owners' temporary use and occupation at the cost and expenses of the Developer and the developer shall pay a sum of Rs.3,60,000/- (Rupees 7,500 X 24 X 2) to the owners/vendors herein as shifting charges for two families and if the new building is not completed within 24 months from the date of shifting then the developer shall pay extra amount for extra staying in temporary arranged premises.

- c) That if any person claiming himself as legal heirs of Late Kalipada Mukherjee and Amulya Charan Mukherjee and comes into picture and demands a share then in that case the Landlord/Owners shall look into the matter without disturbing the Developers and if required shall accommodate him/her from their share or shares. Be it mentioned herein that the Developer shall not any responsibility to provide any share to any new comer in any manner whatsoever.

ARTICLE IV
DEVELOPER'S REPRESENTATION
AND
THE DUTIES & RIGHTS OF THE DEVELOPER

- (a) The Developer herein is fully and sufficiently entitled to enter into this agreement and the DEVELOPER shall have the duty to perform necessary paper works to complete this project. The necessary expenditure for this purpose shall be the exclusive liabilities of the DEVELOPER.
- (b) The Developer has not inspected the said property as also the copy of title deed and other documents and papers concerning or relating to the said property and being satisfied on the representation of the Landlords regarding marketable title of the said property has decided to construct multi storied building on the said property and if any dispute arise in future regarding the title of the property then in that case the Landlords/Owners shall be sole responsible

for such happening and shall have to reimburse the Developer for any loss due to such defect in title.

(c) The Developer has sufficient knowledge and experience in the matter of development of immovable properties and construction of new building and also has sufficient means of necessary finance as may be required for carrying out the development of the said property and construction of the said building.

(d) The Developer shall carry out the development in respect of the said property and/or construction of the said building by causing demolition of the existing structure on the said land and the Developer shall take all the materials and debris of the said existing structure. The Owners shall not claim and/or demand anything from the materials and debris of the existing structure.

(e) The developer shall give a photocopy of the sanctioned plan of the building to be sanctioned by the Kolkata Municipal Corporation to the Landlords/Owners so that the Landlords/Owners can see and/or supervise whether all works would be done properly or not, as per the general specification of work as set out hereinafter.

(f) The DEVELOPER shall appoint an ARCHITECT or Engineer-in-Charge to prepare a Building Plan and approve it from the proper authority.

(g) The DEVELOPER shall be entitled to raise and/or borrow money at his own risk and liability from any bank or banks or financial institutions without creating any financial liabilities of the Landlords of effecting their estate and in the "SAID PROPERTY". It being expressly agreed and understood that in no

event Landlords nor any of their estate shall be responsible and/or made liable for payment of any due to bank or banks or financial institutions for this project and the developer shall always keep the Landlords indemnified against all the actions, suits, proceedings and costs, charges and expenses in respect thereof.

(h) The DEVELOPER shall have the right to nominate any person or persons as intended purchasers of the said flats/ apartments and any objection shall not be entertained in this regard from LANDLORDS.

(i) The DEVELOPER shall enjoy the exclusive right of profit and loss of that project.

(j) The DEVELOPER shall not have the authority or be entitled to deliver physical/exclusive and/or legal possession to the said prospective purchasers from the Developer's allocation until and unless the developer shall not complete their liability towards the landlords/ owners in every respect whatsoever.

(k) Be it specifically mentioned herein that the developer shall arrange one self contained two bed room flat within the same jurisdiction of the **SAID PROPERTY** for the owners' temporary use and occupation till the developer shall hand over the owners' allocated area to the owners and for this purpose shifting charges, monthly rent and any other and/or every expenses shall be paid by the Developer. Be it also specifically be mentioned that the rent receipts shall must be handed over to the landlords.

ARTICLE V

OWNER' & DEVELOPER'S JOINT OBLIGATION

A. That the Owners doth hereby agree that all the building materials should stock within the said land by the Developer and the Developer shall take all steps for protection of the same.

B. That the Developer shall bear all costs for drawing and sanctioning of plan and payment of fees to the concerned Municipality and shall do everything in getting the said plan sanctioned by the Municipality where the owners shall sign the same, if required.

C. That on the building plan being sanctioned by the Kolkata Municipal Corporation the Developer shall forthwith start construction of the said building according to the direction and specification and shall complete the building with fixture and fittings as per the sanctioned building plan.

D. That the Developer shall be at liberty to enter into agreement with prospective buyers or the several flats, excepting the Owners' allocation at the proposed building with proportional undivided share or interest in the land over which the proposed building will be constructed by the Developer to receive all the sale proceeds thereof and Owners shall not have any claim whatsoever on the same or any part thereof.

E. In the event of the Developer not being able to comply with the any liability at any stage, this presents shall be null and void suo moto and the amount given by the developer to the Owners shall be refunded at once without

interest. However this default clause will be operative only from the date of getting the plan of the proposed building to be sanctioned by the Kolkata Municipal Corporation.

F. In the event of the Landlords/Owners not being able to comply with the any liability at any stage, this presents shall be null and void *suo moto* and the Landlords/Owners shall be bound to repay the amount to the tune of Rs.13,00,000/- (Rupees Thirteen lakhs) alongwith all other expenses which would be incurred by the Developer in future to the Developer with 18% simple interest. However this default clause will be operative only from the date of getting the plan of the proposed building to be sanctioned by the Kolkata Municipal Corporation.

G. The Landlords/Owners shall pay all outstanding arrears of Municipal Taxes and other out goings if any in respect of the said land. The Developer shall pay the Municipal and other Government rents and taxes from the date of handing over possession of the said plot of land by the Landlords/Owners and the Landlords/Owners shall be liable for proportionate taxes and rents to the statutory authority only in respect of their shares as mentioned above as Owners' Allocation upon getting possession of their shares of allocation of the building, to be constructed newly.

H. The Developer shall be at liberty to negotiate for and finalize transfer of the total area excluding the reserved areas for the Landlords/Owners with any prospective buyer or buyers before or in course of construction or after the construction together with undivided proportionate share of land on which the

said multistoried building will be constructed and common passage, space and all other common facilities and amenities of such consideration and on such terms and conditions and with such person or persons as the developer shall think fit and proper. It is clearly agreed and declared that consideration money for such transfer as aforesaid including earnest money or initial payments or part payments, full payment thereof shall be received by and belong absolutely to the Developer and the Landlords/Owners shall not be entitled to any portion thereof.

I. The Developer shall be entitled to put their sign boards on the said land stating the name of the developer, their address and other particulars as may be required from the date of execution of this a agreement. The Developer has the sole right to advertise in the land in daily news papers, magazines, radio, Television or any manner whatsoever in the name of the firm for publicity and selling of Developer's allocated area.

J. That in case any dispute arise in the said property and for that any difference of opinion appears between the Landlords/Owners and the Developer then in that case the matter will be referred to two Arbitrators appointed by both the Landlords/Owners and the Developer on mutual consent and the problem will be solved. Be it mentioned that if the problem is not solved through this Arbitration proceedings then the matter will be referred to Court.

K. That the Landlords/Owners shall be bound to pay all maintenance charges of the new constructed building and municipal taxes of their respective flats one month after receipt of possession letter.

L. That during the course of demolition of the existing structure as well as at the time of new construction after demolition of existing structure in the 'SAID PROPERTY' if any accident occurs to any workers and/or any other third person/s, the LANDLORDS/OWNERS shall not be liable and/or responsible in any manner whatsoever and the liability and/or responsibility for such incident of happening shall be exclusively restricted to the DEVELOPER.

M. That the developer shall produce a draft copy of the plan, to be sanctioned from the Kolkata Municipal Corporation to the Landlords/Owners after it being sanctioned.

N. The Landlords/Owners may appoint one architect at their own costs and expenses to see and/or supervise whether all works was done properly or not as per the general specification of work as set out hereinafter. However the said architect appointed by the Landlords/Owners will not make any hindrance in any manner in the work of the developer. The function of the said architect is limited only to inform the Landlords/Owners if any deviation has been made from the general specification of work as set out hereinafter and the Landlords/Owners then will inform about the said deviation of work to the developers so that the developer can rectify the same. The developer and their

men and agent shall always and/or co-operate with the said architect so that the said architect can perform his function accordingly.

O. Each Party shall keep the other Party indemnified from and against any loss and/or damage.

P. That both the parties agreed to execute supplementary agreement to this Instant Development Agreement if necessary in future to include any points or development in future and in that case that supplementary agreement will be treated as a part and parcel of this instant development agreement.

Q. That the developer shall have the exclusive right of roof of the newly constructed building till their right title and interest expires in respect of the said property.

ARTICLE VI ACT OF GOD

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the context that the performance of the relative obligation is prevented by the existence of Act of God.

2. ACT OF GOD shall mean flood, earthquake, riot, war storm, civil commotion, strikes or from other acts beyond the control of the parties hereto.

ARTICLE VII JURISDICTION

Only Courts in the competent jurisdiction in the District of 24-Parganas (South) shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of revenue redeemed land having an area measuring about more or less 14.5 (fourteen and half) cottahs lying and situated at **Municipal Premises** No. 51, & 53, Kalipada Mukherjee Road, and Holding No. 40/32 of Kalipada Mukherjee Road, corresponding to C.S. Dag No. 374, 377 Khatian No. 655, C.S. Dag No. 378 and 382 Khatian No. 26, Mouza - Muradpur, under Ward No. 122 of Kolkata Municipal Corporation, together with a brick built structures standing thereon within the city of Calcutta and Collaborate of South 24-Parganas at Alipore and which is butted and bounded in the manner as appearing hereunder as follows :

ON THE NORTH : By House of Rashb Behari Ghosh.
ON THE EAST : By House of Mr. David & Mr. Ghosh.
ON THE WEST : Kalipada Mukherjee Road.
ON THE SOUTH : Pond.

THE SECOND SCHEDULE ABOVE REFERRED TO :

LANDLORD/OWNERS' ALLOCATION

shall mean and include **ALL THAT** 8 Nos. flat measuring about 750 sq. ft. super built up consisting each of two bed rooms, two bathroom, one kitchen, one dining-cum-drawing room and one balcony on any floor as per the choice of the

COMMON AREAS, COMMON FACILITIES AND AMENITIES

THE FOURTH SCHEDULE ABOVE REFERRED TO

Second Schedule made hereinabove.

ALL THAT remaining portion of the building to be constructed including all car parking spaces in the 'SAID PROPERTY' save and except the portion allocated to the Landlords/ Owners movefully and specifically described in the

DEVELOPER'S ALLOCATION

THE THIRD SCHEDULE ABOVE REFERRED TO :

of the old building which would be demolished.
constructed building. The owners shall not claim any money towards the salvage of Rs.7500/- per month till handover of possession of new flats in the newly herein that the owners shall also get shifting facilities for two families at the rate Rs.13,00,000/- (Rupees Thirteen lakhs) only as forfeit money. Be it mentioned Developer in any manner whatsoever over and above an amount of not be entitled to claim any further area and/or financial benefit from the medium size car parking space at the back side of the building. The owner shall used the said lift alongwith other co-owners. The owners shall also get to building shall have the facility of lift and the owners shall also have the right to the developer in the building to be constructed newly. The newly constructed one dining-cum-drawing room and one balcony on any floor as per the choice of 450 sq. ft. super built up consisting of one bed room, one bathroom, one kitchen, developer in the building to be constructed newly and 1 flat measuring about

ALL THAT the corridors, hallways, stairways passage ways, drive ways, pump room, electric meter room, tube well, under ground and over head water reservoir, water pump and electric motor, and open space around the building and other facilities and amenities for the establishment, location, enjoyment, provisions, maintenance and/or management of the building.

GENERAL SPECIFICATION OF WORK OF THE BUILDING

BUILDING

A) RCC framed building with RCC strip foundation, columns, beams, slab, Cement concrete mixing as per building plan, Cement to be used either of Lafarge or L & T or Ambuja or ACC Company or century cement or birla cement.

B) External walls will be 200mm. thick and the internal walls will be as per sanction plan with the proportion with cement mortar as per the specification of the approved plan to be sanctioned by the concerned Municipality.

C) All walls will be plastered with cement mortar as per the specification of the approved plan to be sanctioned by the concerned Municipality.

D) All internal walls and ceilings will be finished with plaster of paris.

E) External walls will be finished with super quality water resistance snowcem paint.

SPECIAL SPECIFICATION OF WORK
FOR THE OWNER'S ALLOCATED AREA ONLY

DOORS

- A) wooden framed and commercial flush door with Mortise lock and tower bolt inside. Heavy type aluminum hasp bolt to be provided.
- B) Main Entrance door of the flat frame size will be as per sanction plan by KMC, making of Sal wood.
- C) All the toilets will have P.V.C. door.

WINDOWS

- A) Alluminum framed glass shutter window with integrated M.S. Grill with enamel paint.

All wooden materials for doors and shutters to be seasoned before fitting and fixing.

FLOORING

- A) Marble flooring and skirting will be provided in each bed room, drawing cum dining room and balcony.
- B) Kitchen, Bathroom and other rooms, if any will have also be of marble.
- C) Window sill be of marble molding.
- D) Staircase and stair landings will be finished with marble molding.

KITCHEN

- A) Cooking platform will be made by black stone. The finished width of the cooking platform will not be less than 20mm.

TOILET

- B) Coloured glazed tiles will be provided for cladding 900 mm. above the cooking platform to all three sides of the wall.
- TOILET**
- A) European water closet with flushing system. Systems provided will be provided with PVC (making of EWC).
 - B) All sides of the walls of all the toilets will be of white glazed tiles upto door height from the floor.
 - C) A pedestal wash basin will be provided in the dining room.

ELECTRIFICATION

- A) All wiring (Fire proof wire) will be concealed and Anchor switches (making of good company) will be provided.
- B) Each bedroom will have one fan point, three light points, one foot lamp point and one plug point.
- C) Each drawing cum dining room will have one fan point, three light points, one television point, two plug points and one 15 amp. Plug point.
- D) Each balcony will have one light point and one 5 amp. Plug point.
- E) Each Kitchen will have one light point, one 15 amp. plug point, one 5 amp. plug point and one exhaust fan point.
- F) Each bathroom will have one light point, one geyser point, one plug point and one exhaust fan point.
- G) Separate pump point will be provided.

- H) One Distribution box (I.S.O. 9000 standard) will be provided for each flat.
- I) All other electrical points including the common areas of the building will be set out as per the choice of the developer.
- J) Any work regarding the new connection and supply from Calcutta Electric Supply Corporation (CESC) in the Unit/s shall be the responsibility of the Landlord or the proposed Purchaser/s, as the case may be.

WATER SUPPLY

Overhead water PVC reservoir with sufficient water capacity will be provided.



A.D.S.M. RECORDS

11 JUN 2014

Dist. South 24 Pgs.

IN WITNESSES WHEREOF all the parties hereto have subscribe their respective hands on the day month and, year first above written.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

1. Rody Maymder
16/9 Roy Bahadur Road.
Kolkata-700034.

1. Sunil Mukherjee

2. Madhusudan Mukherjee

3. Kumar Kanti Mukherjee

4.

5. 

6.

7. Shubhanshu Mukherjee

8. Sanjay Dutt

9. 

10. 

2. Dikshu Chandra
15/2, Raja Ram
Mohan Ray Road.
Kolkata-700008.

11. Ananta Roy Chowdhury.
Purnima Park

12. Tapati Bernier

SIGNATURE OF THE LANDLORDS/OWNERS

Drafted by me

Shriyash Gargiani
Advocate

MOG INFRAPROJECTS PVT. LTD.
Gautam Goshwami
Director

SIGNATURE OF THE DEVELOPER



A.D.S.R. Behala

1 1 JUN 2014

Dist. South 24 Pgs.

MEMO OF CONSIDERATION

RECEIVED from the withinnamed DEVELOPER namely M/S. MCG INFRA PROJECTS PVT. LTD the within mentioned amount sum of Rs.13,00,000/- (Rupees Twenty Three Lakhs) only towards forfeit money by way of money transfer (RTGS) from MCG Infra Project Private Limited, ICICI Bank A/c Parnasree Branch to State Bank A/c of Shivani Banerjee, Bhubaneswar Branch, Orissa,

In presence of the following

WITNESSES :-

- | | | |
|---|---|---|
| 1. Prodyot Maymunder
161/9, Roy Bahadur Road.
Kolkata - 700034. | 1. Sunil Mukherjee | 2. Madhuson Senapati |
| | 3. Kamal Kanti Hukherjee | 4.  |
| | 5. | 6. |
| | 7. Shubhasish Mukherjee | 8. Sanjib Mukherjee |
| 2. Dibyendu Choudhary
15/2, Raja Ram Mohan
Ray Road.
Kolkata - 700008. | 9.  | 10.  |
| | 11. Kanak Roy Choudhary | Tapan Banerjee
 |

SIGNATURE OF THE LANDLORDS/OWNERS

SPECIMEN FORM FOR TEN FINGER PRINTS



Suresh Mukherjee



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)



Madhusudan Senapati



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)



Kumar Kantti Mukherjee



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)



Shambhu Singh



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)

SPECIMEN FORM FOR TEN FINGER PRINTS



Tapati Banerjee

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Vandana Choudhary

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Anubhav Puri

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Gautam Goswami

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



A.D.S.R. Behala

11 JUN 2014

Dist. South 24 Pgs.

DATED THIS 11TH DAY OF JUNE 2014

BETWEEN

SMT. RINA MUKHERJEE & ORS

.... OWNERS

AND

SRI SUNIL KUMAR MUKHERJEE
& ORS.

...OWNERS

DEED OF PARTITION

BIKASH GOSWAMI

Advocate

C/o A.K. Sinha & Associates,
11, Old Post Office Street,
1st Floor, High Court, Calcutta.