

Rawdon Street, Kolkata - 700017, P.S - Shakespeare Sarani from Arathoon Mackertoon Arathoon which was registered at the office of the Registrar of Assurances, Calcutta, in Book No. 1, Volume No. 45, at pages 12 - 17, Being No. 386, of 1940.

AND WHEREAS the said **SMT. MONMOHINI COOMAR** purchased the said property with her own money, but her instance, the name of herself and her husband and benamdar, the said **BENOY PADA COOMAR** was inserted in the said Conveyance as Purchasers.

AND WHEREAS SRI BENOY PADA COOMAR, the husband of said **SREEMATI MONMOHINI COOMAR**, executed and registered a Deed of Release in favor of his wife **SMT. MONMOHINI COOMAR** on 25th day of September, 1957, and by virtue of the Deed of Release **SMT. MONMOHINI COOMAR** became the absolute owner of 4, Rawdon Street, Kolkata - 700017, P.S - Shakespeare Sarani, comprising an area of 1(One) Bigha 4(four) Cottahas and 8(eight) Chittacks little more or less.

AND WHEREAS, on 9th day of June, 1966, **SMT. MONMOHINI COOMAR** made a Declaration of Trust which was duly registered with the Registrar of Assurances Kolkata, by Book No 1, Vol. No 58, Pages 164 - 169, Being No. 2967, in favor of her minor son, Sri Prodip Coomar, and appointed herself as a settler and Trustee of the said "**PRODIP COOMAR TRUST**" wherein, inter alia all that portion of 4, Rawdon Street, Calcutta - 16 consisting of an old residential house and servant's quarters with movables bounded by

ON THE NORTH - A.M Arathoon

ON THE EAST - Rawdon Street

ON THE SOUTH - Short Street

ON THE WEST - Portion of 4, RAWDON STREET, measuring Twelve and Half Cottahs comprising mostly of garden and one storey structure. And thus, the original premises 4 Rawdon Street 1(One) Bigha 4(four) Cottahs and 8(eight) Chittacks little more or less was separated into two Municipal holding numbers and two separate premises into 4 Rawdon Street, Kolkata - 700017, P.S - Shakespeare Sarani, comprising an area of 12 cottahs, consisting of an old residential house and servants quarters and 7B Short Street, Kolkata - 700017, P.S - Shakespeare Sarani, comprising an area of 12 and a half cottahs, comprising mostly of garden and one - storied structure.

AND WHEREAS the **SMT. MONMOHINI COOMAR** died intestate on 10th February 1984 leaving behind the following legal heirs and successors who have inherited the above immovable property by virtue of Dayabhaga School of Hindu Law and Indian Law of Succession: - (a) Late Sudhirendra Coomar, son of Late Benoy Pada Coomar and Smt. Monomohini Coomar, whose wife Smt Shiborani Coomar predeceased her husband and is represented by their only son and successor, Sri Sujit Coomar, grandson of Smt. Monomohini Coomar, (b) Late Samarendra Coomar, whose wife, Late Maya Coomar, and only son, Late Subrata Coomar, died intestate, leaving behind their successors, Mrs. Sudebi Coomar, wife of Late Subrata Coomar and his only son, Sri Saptarshi Coomar,

(c) Late Sandhya Ghosh, wife of Late ramesh Ghosh and daughter of Late Benoy Pada Coomar and Late Monomohini Coomar, represented by their only successor, Mrs. Deepa Niyogi, wife of Sri Kumar Niyogi, (d) Smt. Suvra Mallick, wife of Late Amarendra Mallick, and daughter of Late Benoy Pada Coomar and Late Monomohini Coomar (e) Sri Prodip Coomar, the youngest son of Late Benoy Pada Coomar and Late Monomohini Coomar. Thus the successors of Late Monomohini Coomar became the joint owners in respect of the Said Property having share holding as follows:

Sri Prodip Coomar :	20% share and interest;
Sri Sujit Coomar :	20% share and interest;
Smt Suvra Mallick :	20% share and interest;
Smt Sudebi Coomar :	10% share and interest;
Sri Saptarshi Coomar :	10% share and interest;
Smt Deepa Niyogi :	20% share and interest;

AND WHEREAS all that Land measuring more or less 12 Cottahs 8 Chittacks approximately, being K.M.C. Premises No.7B Short Street, Kolkata - 700017, P.S - Shakespeare Sarani, for the sake of brevity herein after called and referred as the **SAID PROPERTY/SAID PREMISES** more fully and particularly mentioned in the First Schedule herein after mentioned within the limits of Kolkata Municipal Corporation Ward No.63 , hereinafter referred to as the "Said Property".

AND WHEREAS the above named Owners / First Party hereto have decided to construct and / or erect building / buildings upon the said premises through any Developer who will take all steps and cares to construct and complete such building or buildings upon the said premises at the said Developer's own costs and expenses and also at it's own risks and responsibilities

AND WHEREAS the above named Developer / Second Party herein upon representation of the Owners herein have decided to enter into a Joint Venture Agreement for development of the said property / premises with the owners herein for construction and / or erection and / or completion of the residential building or buildings at it's own costs and expenses after getting the sanctioned plan from the appropriate authority like Kolkata Municipal Corporation in the name of the above named owners herein.

AND WHEREAS the Owners / First Party of the First Part hereto and the Developer hereto is entering this Joint Venture Agreement for development of the said premises with terms and conditions as mentioned hereunder.

NOW THIS JOINT VENTURE, DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNERS AND THE DEVELOPER HEREIN AS FOLLOWS :-

ARTICLE - I

DEFINITIONS

That in this agreement unless otherwise agreed upon the following expressions will have the following meaning.

- 1.1 OWNERS :- shall mean the above named owners which includes their heirs, executors, administrators, representatives and assigns.
- 1.2 DEVELOPER :- shall mean the above named Second Party and it's successor, successors-in-interest, and assigns.
- 1.3 PROPERTY :- shall mean the above mentioned landed property SAID PREMISES measuring about 12 Cottahs 8 Chittacks, be the same a little more or less, at and being premises No. 7B Short Street , Kolkata - 700017, P.S - Shakespeare Sarani, which has been mentioned and written in the First Schedule hereunder written.
- 1.4 BUILDING(S) :- shall mean the building / buildings to be constructed at the aforesaid premises or the land in accordance with the sanctioned plan.
- 1.5 CO-OWNER/S :- according to the context shall mean all the persons who purchase or agree to purchase or own Units / car parking spaces in the said building.
- 1.6 COMMON FACILITIES