

10316/22

I-10327/202



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AL 810547

29/7  
8-223242

Certified to be a true and correct copy of the original document as presented to the Registrar of the Government of West Bengal, and to be a true and correct copy of the original document.

Registrar of the Government of West Bengal

9 4 2022

**DEVELOPMENT AGREEMENT TOGETHER WITH  
DEVELOPMENT POWER OF ATTORNEY**

**THIS DEVELOPMENT AGREEMENT TOGETHER WITH DEVELOPMENT  
POWER OF ATTORNEY is made on 29<sup>th</sup> day of July, 2022,**

**BETWEEN**

27 JUL 2022

Serial No. 3868 Date

Name

Address S. K. DEY, Adv.  
ALIPORE  
JUDGES COURT, KOL-27

Value Rs. 100 P.

BIDYUT KR. SAHA

Licence Stamp Vendor  
Alipore Judges' Court 24 Pgs. (S)  
Kolkata-700 027

Stamp Vendor

Signature

CALCUTTA SHELTER

Seemita Dey  
Partner



9176

CALCUTTA SHELTER

Seemita Dey  
Partner



9177

CALCUTTA-SHELTER

Seemita Dey  
Partner



9178

CALCUTTA SHELTER

Seemita Dey  
Partner

29 JUL 2022



**SRI ASHISH KUMAR CHAKRAVARTY**, son of Late Jatindra Chandra Chakravarty, having PAN : AAHPC7256R, Mobile No.9810070426, by creed : Hindu, Indian by National, by occupation : Retired, residing at J-1816, ChittaRanjan Park, 3rd Floor, New Delhi, and permanent address 6, Apurba Mitra Road, Post Office : Kalighat, Police Station : Kalighat, Kolkata : 700026 [represented by his lawfully constituted attorneys (1) **SRI DEBOJIT CHAKRABORTY** having Income Tax PAN ACRPC0276B, Aadhar No. 6740 2626 0840 son of Late Shyam Sunder Chakraborty, by Nationality – Indian, by faith – Hindu, by Occupation Business, residing at Premises No. 7A, Nepal Bhattacharjee Street, Post Office – Kalighat, Police Station – Kalighat, Kolkata – 700 026 and (2) **SRI GOUTAM BANERJEE** having Income Tax PAN AEHPB1254N, Aadhar No.7848 7995 9507, son of Sri Kashi Nath Banerjee, by Nationality – Indian, by faith – Hindu, by Occupation Business, residing at Premises No. 1C, Nepal Bhattacharjee Street by virtue of registered general power of attorney executed on 14<sup>th</sup> May, 2022, and registered on 19<sup>th</sup> May, 2022 in the Office of District Sub-Registrar II and recorded in Book No. I, Volume number 1602-2022, Page from 252769 to 252789, being No. 160206516 for the year 2022 hereinafter called “the SHEBAIT” of the deity “**SREE SREE NARAYAN JEW THAKUR**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, could step into this place as Shebait in terms of the provision made in the Arpanama) of the ONE PART.

AND

**CALCUTTA SHELTER** (PAN AANFC6913D), a registered Partnership Firm, having its registered office at 36/1, Bosepukur Road, Police Station-Kasba, Post Office – Kasba, Kolkata – 700042, working office at 21D, Iswar Ganguly Lane and 7B, Nepal Bhattacharjee Street, Police Station Kalighat, Post Office Kalighat, Kolkata – 700 026, [represented by its Partners (1) GOUTAM BANERJEE, (PAN AEHPB1254N) (Aadhar No.7848 7995 9507), son of Sri Kashi Nath Banerjee, by Nationality – Indian, by faith – Hindu, by Occupation Business, residing at Premises No. 1C, Nepal Bhattacharjee Street, Post Office – Kalighat, Police Station – Kalighat, Kolkata – 700 026, (2) DEBOJIT CHAKRABORTY (PAN ACRPC0276B) (Aadhar No. 6740 2626 0840) son of Late Shyam Sunder Chakraborty, by Nationality – Indian, by faith – Hindu, by Occupation Business, residing at Premises No. 7A, Nepal Bhattacharjee Street, Post Office – Kalighat, Police Station – Kalighat, Kolkata – 700 026,(3) AMLAN GUPTA (PAN AENPG 1292B) (Aadhar No. 3227 2124 9859), son of Late Kanailal Gupta, by Nationality – Indian, by faith – Hindu, by Occupation Business, residing at Premises No.4/1F, Johura Bazar Lane, Police Station – Kasba, Post Office –Kasba, Kolkata – 700 042, (4) SUMITABHA DUTTA (PAN ADNPD 6231A) (Aadhar No. 3736 7685 6169), son of Sri Gobinda Chandra Dutta, by Nationality – Indian, by faith – Hindu, by Occupation Business, residing at Premises No.47, Alipore Road, Police Station , Post Office ,Kolkata 700 027, (5) TAPAN KUMAR HALDER (PAN AAQPH 1973B) (Aadhar No. 9403 6043 3633), by Nationality – Indian, by faith – Hindu, by Occupation Business, residing at Premises No. 50 C, IswarGanguly Lane, Police Station Kalighat, Post Office Kalighat, Kolkata – 700 026], hereinafter referred to as the DEVELOPER (which expression unless otherwise excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives, successors-in-office, nominees and assigns) of the of the OTHER PART.



WHEREAS one Nepal Chandra Bhattacharyya being the Owner was absolutely seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of rent redeemed Collectorate land measuring about 2 (Two) Bighas 3 (Three) Cottahs more or less in Division : 6, Sub-Division : F, Holding No.215 (formerly Holding No.7), within Dihi Panchannagram, Pargana : Khaspur, Mouza : Kalighat, under Police Station : Bhowanipore, District : 24 Parganas (then known and numbered as 20/9, Iswar Ganguly Lane).

AND WHEREAS while absolutely seized and possessed the aforesaid property as Owner thereof, the said Nepal Chandra Bhattacharyya sold, transferred and conveyed his aforesaid property unto and in favour of one Babu Ananda Prosad Chandra and Shaik Asgar Ali by virtue of a registered Deed of Bengali Kobala dated 15<sup>th</sup> Kartick, 1318 for the valuable consideration as mentioned therein.

AND WHEREAS after such purchase, the said one Babu Ananda Prosad Chandra and Shaik Asgar Ali became the joint Owners of the aforesaid property and since then have been possessing the same as joint Owners thereof by mutating their respective names with the Office of the then Calcutta Municipal Corporation and were paying taxes thereto.

AND WHEREAS while absolutely seized and possessed the aforesaid property as joint Owners thereof, the said Babu Ananda Prosad Chandra and Shaik Asgar Ali mortgaged their aforesaid property in favour of Tarit Bhusan Roy by taking loan from him.

AND WHEREAS being unable to pay the aforesaid loan dues to said Tarit Bhusan Roy, the said Babu Ananda Prosad Chandra and Shaik Asgar Ali decided to sell their aforesaid property and with the concurrence of Tarit Bhusan Roy for that they segmented and/or divided their aforesaid entire property into several small plots of land after providing necessary roads and common passage thereto in between the Plots with an intention to sell those plots of land to the different prospective Buyer/s for consideration.

AND WHEREAS being aware of such sale, one Chandra Kanto Bhattacharya purchased one of such plots of land measuring about 3 (Three) Cottahs 12 (Twelve) Chittacks more or less together with right of way and other easement rights over 6' wide common passage from the said Babu Ananda Prosad Chandra and Shaik Asgar Ali by virtue of a registered Deed of Bengali Kobala dated 8<sup>th</sup> September, 1915 for the valuable consideration as mentioned therein.

AND WHEREAS the said mortgage had been released by Tarit Bhusan Roy on payment of the loan dues and the said property became free from such mortgage, charges or from any other encumbrances.

AND WHEREAS after such purchase, the said Chandra Kanto Bhattacharya became the sole and absolute Owner of the aforesaid property and duly mutated his name with the Office of the then Calcutta Municipal Corporation and after such mutation the aforesaid property came to be known and numbered as Municipal Premises No.6, Apurba Mitra Road, Police Station : Bhowanipore and started living therein with the members his family by constructing Building therein.



AND WHEREAS thereafter the said Chandra Kanto Bhattacharya sold, transferred and conveyed his aforesaid property unto and in favour of one Sreemutty NaliniBala Dassi by virtue of a registered Deed of Bengali Kobala dated 11<sup>th</sup> August, 1930 for the valuable consideration as mentioned therein.

AND WHEREAS after such purchase, the said Sreemutty Nalini Bala Dassi became the sole and absolute Owner of the aforesaid property and while absolutely seized and possessed the same as Owner thereof, she also sold, transferred and conveyed her aforesaid purchased property unto and in favour of one Sreemutty Charanjit Kaur by virtue of a registered Deed of Bengali Kobala dated 13<sup>th</sup> October, 1939.

AND WHEREAS thereafter said Sreemutty Charanjit Kaur with an intention to sell her aforesaid property entered into an Agreement with one Sardar Garmukh Singh Kumar but no Deed of Conveyance was executed to that effect.

AND WHEREAS at this juncture, the said Sreemutty Charanjit Kaur being the Vendor and said Sardar Garmukh Singh Kumar being the Confirming Party jointly sold, transferred and conveyed the aforesaid property unto and in favour of one Jagadish Chandra Chakraborty by virtue of a registered Deed of Conveyance for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 13<sup>th</sup> March, 1944 in the Office of the Sadar Joint Sub-Registrar of Alipore and recorded in Book No. I, Volume No.712, Pages 48 to 54, Being No.448 for the year 1944.

AND WHEREAS after such purchase, the said Jagadish Chandra Chakraborty became the sole and absolute Owner of the aforesaid property i.e. ALL THAT piece and parcel of land measuring about 3 (Three) Cottahs 12 (Twelve) Chittacks more or less in Division : 6, Sub-Division : F, Holding No.215 (formerly Holding No.7), within Dihi : Panchannagram, Pargana : Khaspur, Mouza : Kalighat, under Police Station : Bhowanipore, District : 24 Parganas being Municipal Premises No.6, ApurbaMitra Road, Police Station : Bhowanipore, Calcutta : 700026.

AND WHEREAS while absolutely seized and possessed the aforesaid property as Owner thereof, said Jagadish Chandra Chakraborty made a Trust in respect of his aforesaid property by way of execution of an Indenture thereby dedicating his said property to the Deity and for the daily seva puja of his family deity "SREE SREE NARAYANJEW THAKUR" and appointed himself as the First Shebait of the said Religious Trust and also directed that after his death his wife Sreemuty Bidhubala Debi will be the next Shebait and then upon her demise his five sons viz. Jatindra Chandra Chakravarty, Narayan Chandra Chakraborty, Aswim Ranjan Chakraborty, Baidyanath Chakraborty and Benoy Kumar Chakravarty alias Benoy Jagadish Chakravarty would be the next Shebaits of the estate of the Deity and upon their demise their respective sons will be the Shebaits of the said Trust. The aforesaid Indenture was duly registered on 13 March, 1944 in the Office of the Sadar Joint Sub-Registrar at Alipore and recorded in Book No.I, Volume No.120 to 123, Being No.449 for the year 1944.



AND WHEREAS after dedication of the said property to the Deity named above in the names as aforesaid, the said debuttar estate had started functioning as per provision of the Trust Deed created for the purpose.

AND WHEREAS the said Jagadish Chandra Chakraborty, the First Shebait and his wife Smt. Bidhu Bala Devi (Chakraborty), the Second Shebait having died, leaving behind their said five sons viz. Jatindra Chandra Chakravarty, Narayan Chandra Chakraborty, Aswin Ranjan Chakraborty, Baidyanath Chakraborty and Benoy Kumar Chakravarty alias Benoy Jagadish Chakravarty and as such upon their demise as per terms of the said Trust, the aforesaid five sons became the Shebaites of the said Trust Estate owned by the Deity.

AND WHEREAS said Baidya Nath Chakraborty died intestate on 24<sup>th</sup> December, 1988 leaving behind his wife Smt. Anima Chakraborty, his two daughters viz. Smt. Bhaswati Chatterjee and Smt. Swati Chatterjee and one son Sri Debasish alias Ashish Chakraborty.

AND WHEREAS said Narayan Chandra Chakraborty died intestate on 9th December, 1989 leaving behind his two daughters viz. Smt. Debjani Chatterjee and Smt. Rita Mukherjee as his only legal heirs and successors. Be it noted that wife of said Narayan Chandra Chakraborty predeceased him.

AND WHEREAS said Aswin Ranjan Chakraborty died intestate on 12<sup>th</sup> August, 1998 leaving behind his wife Dipti Chakraborty and one daughter Smt. Seema Bhattacharjee, as his only legal heirs and successors.

AND WHEREAS said Jatindra Chandra Chakravarty died on 26th January, 2005 leaving behind his son viz. Ashish Kumar Chakravarty, as his only legal heir and successor. Be it noted that wife of said Jatindra Chandra Chakravarty predeceased him.

AND WHEREAS said Benoy Jagadish (alias Benoy Kumar) Chakravarty died intestate on 17<sup>th</sup> April, 2007 leaving behind his wife Smt. Smriti Chakravarty, one son Parthasarathi Chakravarty alias Partha Sarathy Benoy Chakravarty and one daughter Smt. Rupa Chatterjee, as his only legal heirs and successors.

AND WHEREAS on the demise of those Trustees as aforesaid, as per terms and conditions of the said Trust, the only living sons of the respective deceased Shebait viz. Ashish Kumar Chakravarty, Parthasarathy Chakravarty alias Partha Sarathy Benoy Chakravarty and Ashish Chakraborty alias Debasish Chakraborty became the Shebait of the said Trust representing the Deity to the exclusion of other female heirs of deceased Shebait.

AND WHEREAS after acquiring the Shebaitship of the said Trust, 'at present Ashish Kumar Chakravarty, Parthasarathy Chakravarty alias Partha Sarathy Benoy Chakravarty and Ashish Chakraborty alias Debasish Chakraborty perform the daily seva puja of the said family deity "SREE SREE NARAYAN JEW THAKUR" established by their predeceased-in-interest named said Jagadish Chandra Chakraborty in terms of this Deed.



AND WHEREAS at present yearly a sum of Rs.3,72,000/- (Rupees Three Lac Seventy-Two Thousand) only required to perform dailyseva puja of the said deity "SREE SREE NARAYAN JEW THAKUR", details of which are as follows :-

SL. No PARTICULARS AMOUNT 1. Priest expenditure for everyday seva puja

(Rs.9,000/-x12) Rs.1,08,000/-

2. Flower and Bhog for Narayan seva

(Rs.6,000/- x 12)Rs. 72,000/-

3. Special puja for Purnima of Narayan and Bhog distribution

(Rs.3,000/- x 12) Rs. 36,000/-

4. LPG gas for cooking Narayan Bhog

Rs. 6,000/- (Rs.500/- x 12)

Rs. 6,000/-

5. Clothes of Narayan Rs. 5,000/-

6. Electric Bill (Rs.2,000/- x 12) Rs. 2,400/-

7. Special Bhog arrangement for Narayan seva

like DolYatra, Rakhi, Ram Navami and Janmasthami

for the purpose of Bhog distributed to the local

people. Rs. 80,000/-

8. Sweeper for cleaning

Rs. 6,000/-

Rs.3,72,000/- (RUPEES THREE LAC SEVENTY TWO THOUSAND) ONLY

AND WHEREAS in the manner stated above, the said Ashish Kumar Chakravarty, Parthasarathi Chakravarty and Ashis Chakraborty, became the joint Shebait of the said family deity "SREE SREE NARAYAN JEW THAKUR" established in the aforesaid property i.e. ALL THAT piece and parcel of land measuring about 3 (Three) Cottahs 12 (Twelve) Chittacks more or less together with structure standing thereon in Division : 6, Sub-Division : F, Holding No.215 (formerly Holding No.7), within Dihi : Panchannagram, Pargana : Khaspur, Mouza : Kalighat, under Police Station : Bhowanipore, District : 24 Parganas being Municipal Premises No.6, Apurba Mitra Road, Police Station : Kalighat ( earlier Bhowanipore) Kolkata : 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.83.

AND WHEREAS the said Ashish Kumar Chakravarty became a sebaite with  $\frac{1}{3}^{\text{rd}}$  of the total rights of sebaite of the said family deity "SREE SREE NARAYAN JEW THAKUR" established in the aforesaid property i.e. ALL THAT piece and parcel of land measuring about 3 (Three) Cottahs 12 (Twelve) Chittacks more or less together with structure standing thereon in Division : 6, Sub-Division : F, Holding No.215 (formerly Holding No.7), within Dihi : Panchannagram, Pargana : Khaspur, Mouza : Kalighat, under Police Station : Bhowanipore, District : 24 Parganas being Municipal Premises No.6, Apurba Mitra Road, Police



Station : Kalighat (earlier Bhowanipore), Kolkata : 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.83, hereinafter called "the SAID PROPERTY", more fully described in the FIRST SCHEDULE hereunder written.

AND WHEREAS the one storied Building wherein the said family deity "SREE SREE NARAYAN JEW THAKUR" established is now lying in dilapidated condition and for smooth running of the daily seva puja of the said family Deity is/was not possible due to paucity of fund for running and maintaining the debuttar estate, more so all the Shebait have grown old and have been residing elsewhere due to lack of space with this premises and accordingly the Shebait herein together with the other shebait decided to develop the said property for its proper use and also benefit for the daily seva puja of the said family deity "SREE SREE NARAYAN JEW THAKUR" effectively and properly in the names in consonance with the provisions and objects made in the Trust.

AND WHEREAS the shebait were not in a position to develop the said property having lack of knowledge and expertise in the matter of construction of Building. The Shebait herein is staying in Delhi more than 50 years and the other shebait are staying in USA and all are suffering ill health and they cannot look after and take care of the daily seva puja of the said family deity "SREE SREE NARAYAN JEW THAKUR" and due to want of maintenance of the said Building, wherein the said family deity established is now lying in dilapidated condition and for that a huge amount of money is required for renovation and modification to preserve and protect the debuttar estate.

AND WHEREAS the shebait was in search of a developer who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said property by constructing a proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.

AND WHEREAS in their search for an appropriate developer the shebait found one developer by the name Calcutta Construction having its partners Sri Goutam Banerjee and Sri Debojit Chakrobarty and entered into an agreement dated 5<sup>th</sup> January, 2019 with them with terms and conditions as mentioned therein and the other shebait later on executed two separate duly authenticated Power of Attorneys in favour of Goutam Banerjee and Debojit Chakraborty by virtue of their 1/3<sup>rd</sup> shares each for discharging their respective obligations regarding effectively completing the development project. The shebait filed MISC Case 384 of 2019 in the court of the Ld Dist Judge for NOC which they obtained later vide Order No. 08 dated 20.03.2021

AND WHEREAS on 14<sup>th</sup> May 2022 Sri Asish Chakravarty the Shebait herein entered into an agreement with the said Calcutta Construction by virtue of his 1/3<sup>rd</sup> share of ownership in the schedule property and which agreement was registered on 19<sup>th</sup> May, 2022 in the office District Sub-Registrar at Alipore and recorded in Book No. I, Volume Number 1602-2022, Page from 252704 to 252768, being No.160206517 for the year 2022 on the basis of terms and conditions contained therein and also executed a General Power of Attorney on 14<sup>th</sup> May, 2022 that was registered in the office District Sub- Registrar at Alipore and recorded in Bk No.I, Volume Number 1602-2022, Page from 252769 to 252789, being



No.160206516 for the year 2022 in favour of Goutam Banerjee and Debojit Chakraborty, empowering them to undertake work in the project actively by exercising the rights in such a manner that the interests of all the shebaites are well and duly protected.

AND WHEREAS after execution of the aforesaid agreement, unfortunately Sri Goutam Banerjee, one of the partners of Calcutta Construction suddenly became seriously ill and has been undergoing prolonged treatment.

AND WHEREAS due to the aforesaid physical condition of Sri Goutam Banerjee various difficulties arose in Calcutta Construction due to inability of Sri Goutam Banerjee to actively participate in the work of development of the Project and as such in the greater interest of the work of development of the said project, it has been decided by and between the Parties hereto that henceforth the work of development of the Schedule Property is required to be carried on by CALCUTTA SHELTER ( "the Developer" herein) and its partners in place and stead of CALCUTTA CONSTRUCTION.

AND WHEREAS, Sri Goutam Banerjee and Sri Debojit Chakraborty are also the partners of the Developer along with the other partners, namely Sri Amlan Gupta, Sri Sumitabha Dutta and Sri Tapan Kumar Halder.

AND WHEREAS in view of the aforesaid situation and circumstances, to carry out the work of development of the project by Calcutta Shelter, the parties hereto have decided to enter into the present agreement on the same terms and conditions contained in the agreement dated 14<sup>th</sup> May, 2022 with Calcutta Shelter treating the said agreement with Calcutta Construction as nonest without any effect or force. Be it also mentioned herein that henceforth Calcutta Construction shall cease to have any claim or demand

whatsoever in respect of Development of the said Project and Calcutta Shelter shall have full authority to develop the said property and to deal with the Developer's allocation contained herein.

AND WHEREAS the said Municipal Premises No.6, Apurba Mitra Road, Police Station : Bhowanipore, Kolkata : 700026 is within the limits of the Kolkata Municipal Corporation, under Ward No.83 i.e. the debuttar property is an old single storied Building and presently in a portion thereof, the Deity "SREE SREE NARAYAN JEW THAKUR" is established by the original Trustees/First Shebait is being worshipped and daily seva puja is being offered to the Deity as well, however due to paucity of fund, with growing ages of the Shebait with increase of cost the same could not be done in the befitting manner as it is provided in the Trust Deed.

AND WHEREAS after construction of the new Building on the said property for preservation, protection and maintenance of the said debuttar estate as well as of the Deity, the Deity shall be reestablished and resettled in a separately built new Temple at a suitable place of the new Building, which is to be exclusively allotted to the Deity represented through its present Shebait.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows :-



## ARTICLE: "I"

### (DEFINITIONS)

#### 1. SHEBAIT :-

Shall mean SRI ASHISH KUMAR CHAKRAVARTY, son of Late Jatindra Chandra Chakravarty, having PAN : AAHPC7256R, Mobile No.9810070426, by creed : Hindu, Indian by National, by occupation : Retired, residing at J-1816, ChittaRanjan Park, 3<sup>rd</sup> Floor, New Delhi, and permanent address 6, ApurbaMitra Road, Post Office : Kalighat, Police Station : Kalighat, Kolkata : 700026, and each of their respective heirs, executors, administrators, legal representatives and assigns.

#### 2. DEVELOPER :-

Shall mean **CALCUTTA SHELTER** (PAN AANFC6913D), a registered Partnership Firm, having its registered office at 36/1, Bosepukur Road, Police Station-Kasba, Post Office – Kasba, Kolkata – 700042, working office at 21D, IswarGanguly Lane and 7B, Nepal Bhattacharjee Street, Police Station Kalighat, Post Office Kalighat, Kolkata – 700 026, [represented by its Partners (1) GOUTAM BANERJEE, (PAN AEHPB1254N) (Aadhar No.7848 7995 9507), son of Sri Kashi Nath Banerjee, by Nationality – Indian, by faith – Hindu, by Occupation Business, residing at Premises No. 1C, Nepal Bhattacharjee Street, Post Office – Kalighat, Police Station – Kalighat, Kolkata – 700 026, (2) DEBOJIT CHAKRABORTY (PAN ACRPC0276B) (Aadhar No. 6740 2626 0840) son of Late Shyam Sunder Chakraborty, by Nationality – Indian, by faith – Hindu, by Occupation Business, residing at Premises No. 7A, Nepal Bhattacharjee Street, Post Office – Kalighat, Police Station – Kalighat, Kolkata – 700 026,(3) AMLAN GUPTA (PAN AENPG 1292B) (Aadhar No. 3227 2124 9859), son of Late Kanailal Gupta, by Nationality – Indian, by faith – Hindu, by Occupation Business, residing

at Premises No.4/1F, Johura Bazar Lane, Police Station – Kasba, Post Office –Kasba, Kolkata – 700 042, (4) SUMITABHA DUTTA (PAN ADNPD 6231A) (Aadhar No. 3736 7685 6169), son of Sri Gobinda Chandra Dutta, by Nationality – Indian, by faith – Hindu, by Occupation Business, residing at Premises No.47, Alipore Road, Police Station , Post Office ,Kolkata 700 027, (5) TAPAN KUMAR HALDER (PAN AAQPH 1973B) (Aadhar No. 9403 6043 3633), by Nationality – Indian, by faith – Hindu, by Occupation Business, residing at Premises No. 50 C, IswarGanguly Lane, Police Station Kalighat, Post Office Kalighat, Kolkata – 700 026] and shall include its heirs, executors, successors in office and assigns.

### 3. THE SAID PROPERTY :-

Shall mean 1/3<sup>rd</sup> of the piece and parcel of land measuring about 3 (Three) Cottahs 12 (Twelve) Chittacks more or less together with structure standing thereon in Division : 6, Sub-Division F, Holding No.215 (formerly Holding No.7), within Dihi : Panchannagram, Pargana : Khaspur, Mouza : Kalighat, under Police Station : Bhowanipore, District : 24 Parganas being Municipal Premises No.6, ApurbaMitra Road, Police Station : Bhowanipore, Kolkata : 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.83.

### 4. BUILDINGPLAN:-

Shall mean and include all the drawings, specifications for construction, maps or Plan as shall be sanctioned in the name of the Shebait by the Kolkata Municipal Corporation and/or other 'relevant Authority for the purpose of development of the land and construction of Multistoried Building/s thereon consisting of several residential Portion/s and



commercial space/s, (Car Parking Space/s and other space/s etc. on the said property and/or modification thereof made or caused by the Developer in the name of the Shebaita duly signed by the Shebaita or their duly authorized agents or Attorney and approved.

#### 5. ARCHITECT/L.B.S. :-

Shall mean a qualified Architect/L.B.S. who will be appointed by the Developer for the purpose or preparation of Plan and for development of the said property or any other Architects as may be appointed from time to time by the Developer and the Developer shall inform the Shebaita of such appointment.

#### 6. BUILDING:-

Shall mean the proposed Multistoried Building/s to be constructed on the said property as per sanctioned Plan, drawings and specifications of constructions, more fully described in the FOURTH SCHEDULE hereunder written.

#### 7. SHEBAIT'S ALLOCATION

Shall mean that in this project the Shebait representing the Deity shall be given at the first instance free of cost undivided  $\frac{1}{3}$ <sup>rd</sup> of 50% of the total constructed area out of the total constructed area of the proposed Building in finished, complete and in habitable condition according to the sanctioned Building Plan together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein

provided more fully described in the SECOND SCHEDULE hereunder written. The Shebait shall be given the aforesaid allocation in lieu of their said property being allowed for development by the Developer. The aforesaid total Shebait's allocation will be demarcated after getting Plan sanction from the Kolkata Municipal Corporation by correspondences in zigzag manner and fashion from every floor.

#### 8. DEVELOPER'S ALLOCATION :-

Shall mean the 50% constructed area of the proposed Building/s in the said property save and except the Shebait's allocation. The said rests and remaining areas of the proposed Building with proportionate undivided share in the land and common areas, spaces, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or rent out the same in whole or in part together with proportionate undivided share in the of land of the said property, more fully described in the THIRD SCHEDULE hereunder written, with right to enter into Agreement for Sale of portion/s with right on common areas and spaces to the intending Buyers and to take advances and total consideration from them without any objection or interruption from the Shebait's.

#### 9. SALEABLE AREA :-

Shall mean the portion/s in the proposed Building/s, which are available for independent use and occupation of the Transferees and/or Purchaser/s together with the undivided proportionate share in the land of the



Building/s and the common areas with all utilities and facilities attached therein required for such independent user.

#### 10.COMMON AREAS AND FACILITIES :-

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase, CCTV Camera and its landing, lift, driveways, common lavatories, pump rooms, overhead and underground water tank, septic tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants of the Building/s as required for the maintenance and/or management of facilities of the Building/s. Green Building to be considered as per permission of the Kolkata Municipal Corporation.

#### 11.COMMON EXPENSES :-

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges dues and outgoings and all other common expenses as may be determined jointly by the Shebait and the Developer until an Association is formed by the Transferees and/or Purchasers of the portion/s in the Building/s to be constructed thereon.

#### 12.SUPER BUILT UP AREA :-

Shall mean the sanctioned built up area of a portion/s together with its proportionate share in the roof, water reservoirs, passage, lift machine roomsetc. and right of user in common of all the portion/s shall the

common areas, common utilities as may be provided in the proposed Building/s.

13. TOGETHER :-

With its grammatical variation shall mean the transfer by way of sale of the portion/s excepting the Shebait's allocation to be transferred by the Developer for consideration to the intending Transferees and/or Purchasers of Portion/s and Spaces in the Building/s to be constructed thereon.

14. TRANSFEREE(S)/ PURCHASER(S) :-

Shall mean the person, Firm, Limited Company, Association of persons or any other Legal Body to whom any portion/s in the proposed Building/s to be constructed thereon will be transferred.

15. A. Words imparting singular shall include plural and vice-versa.

B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE : "II"

(TITLE AND DECLARATION)

1. The Shebait hereby declares that he has good and absolute right, title and interest in the said property as mentioned in the FIRST



SCHEDULE hereunder written without any claim of any right, title or interest of any person/s adversely against them. The Developer is free and at liberty to make such investigations with regard to the title of the Shebait and have satisfied itself with the right, title and interest of the Shebait.

2. The Shebait hereby undertakes and assures that the Developer will be entitled to construct and complete the entire proposed Building/s after demolition of the whole existing structure including Temple with all responsibilities and benefits as agreed by and between the Parties and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Shebait, the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said property without any interference of or from the Shebait or any other person/s claiming through under or in trust for the Shebait. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Shebait shall have no claim to the said sale proceeds.

#### ARTICLE : "III"

##### (EXPLORATION AND DEVELOPMENT RIGHTS)

The Shebait hereby grants exclusive right to the Developer to build up and accept the said property for the construction of the proposed Building/s and the Developer shall be entitle to enter into Contract or Agreement with any person/s, Company/ies or Concern/s at its own risk and responsibility without encumbering the said property of the Shebait in any manner whatsoever.

ARTICLE : "IV"  
(POWER OF ATTORNEY)

The Shebait shall grant to the Developer or its Partner/s such irrevocable registered General Power of Attorney in favour of the Developer or its Partner/s as may be required for the purpose of obtaining sanctioned Building Plan and all necessary permissions and approvals from the relevant Authorities including the District Judge at Alipore in connection with construction of the proposed Building/s and electricity and water supply connections and for the purpose of to execute Deed of Conveyance for sale, transfer of the portion/s of the proposed Building/s including undivided proportionate share of land except the Shebait's allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and be taking earnest money or full payment of consideration.

ARTICLE : "V"  
(PROCEDURE)

1. The Shebait has appointed the Developer as the Developer of the said property including the Shebait's portion and the ' Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The development of the said property shall be in the following manner :-
  - A. Simultaneously with the execution hereof, the Shebait alongwith the other co-sebait shall hand over to the Developer original of all Deeds, Corporation papers and other title related papers and documents relating



to the said property and the Developer also provide a signed receipt of receiving the aforementioned said original document. If any such document is not available to them that is supposed to be available to them, then the Developer shall make such arrangement to avail the same at the cost and expenses of the Shebait. It is clarified that the Developer shall from time to time allow inspection of the original documents kept with him or any of its representatives or to any person/s and Authority/ies as may be requested by the Shebait till the completion of the whole project. Upon completion of the whole project and the formation of any Association and/or Committee for the maintenance and management of the proposed Building/s, the Developer and/or any other holders or custodians of all or any of the original documents shall hand over the original documents to the Association and/or Committee for their custody.

- B. The Developer shall cause to mutate the names of all the shebait herein in respect of the said property with the Office of the Kolkata Municipal Corporation at its own cost and for that the Shebait will assist the Developer in every possible manner.
- C. The Developer shall at its own cost being the Attorney of the Shebait herein shall mute the names of thaSebait alongwith other co-Shebait with the Kolkata Municipal Corporation for construction of the proposed Building/s on the said property.
- D. The Developer as Attorney of the Shebait at its own costs and expenses and for and on behalf of the Shebait shall cause the Plans of the proposed Building/s to be prepared and deposit the same before sanctioning Authority/ies for the approval and/or sanction of the same and get the Plans approved and/or sanctioned along with other permissions, clearances or approvals for the said development.

- E. The Shebait shall not be entitled to raise any kind of dispute regarding the construction of the project and/or other related matter of the project. It is further clarified that after the notice of completion of the project, it would be deemed that the project has been duly constructed and completed by the Developer.
- F. That after due service of notice by the Developer to the Shebait, if the Shebait or any one of them fail/s, neglect/s, refuse/s and/or delay/s to take delivery of the possession of their allocation in the proposed Building/s in the said property within the notice period then it would be construed that the Shebait has taken possession of their allotment in the proposed Building/s on the expiry of term of the said notice.
- G. All applications, Plan/s, papers and documents required to be deposited or submitted by the Developer for the approval and/or sanction of the Plan/s and/or for the development of the project shall be prepared by the Developer at its own costs and expenses and submit or deposit the same in the names of the Shebait. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan/s for the construction in the proposed Building/s to be constructed at the said property.
- H. At any time after the execution of this Agreement, the Developer shall have the right and shall be entitled to enter into the said property and to do all preparatory works, as may be necessary for the project.



- I. Subject to Force Majeure and incidences of natural calamity beyond the control of the Developer, the Developer shall within a period of 24 (Twenty-Four) months from the date of sanction of the Building Plan or khas vacant possession, whichever is later, shall complete the construction of the proposed Building/s in the said project at own costs and expenses of the Developer and deliver vacant and peaceful possession of the portion/s comprised in the Shebait's allocation to the Shebait in habitable condition as per the particulars mentioned in the SECOND SCHEDULE hereunder written. The Shebait may extend time for a further period as the same may be reasonably required.
- J. The Developer shall construct the proposed Building/s in the manner as may be permissible under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.

ARTICLE : "VI"  
(POSSESSION AND CONSTRUCTION)

1. It has been agreed by and between the Shebait and the Developer to construct, erect and complete the proposed Building/s in the property and that the Developer shall , have the entire responsibility for construction of the proposed Building/s and the Shebait shall have no responsibility towards construction of the proposed Building/s.
2. The Developer agreed to commence work after obtaining full vacant possession of the said property or from the date of obtaining of the Building/s sanction Plan by the Developer, whichever will be the latter.

3. The Developer shall upon completion of construction and making the portion habitable deliver the Shebait's allocation prior to delivering possession to any of its Purchaser/s of any space/s out of its allocation.

4. From the date of delivery of possession of the Shebait's allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said property.

5. The Developer agrees to complete the construction of the proposed Building/s and properly finish the same within a period of 24 (TwentyFour) month from the date of sanction of the Building Plan or khas vacant possession, whichever is later.

ARTICLE : "VII"  
(COMMON FACILITIES)

1. As soon as the proposed Building/s in the said property shall be completed and made fully habitable upon obtaining necessary certificate for occupation from the Architect/L.B.S. as provided under the Kolkata Municipal Act and the Rules and Regulations thereunder made, the Developer shall give written notice to the Shebait requiring him to take possession of the Shebait's allocation in the Building/s and thereafter the Shebait or authorized representative or heirs shall take possession of their allocation as herein provided for and if-no actionable deviation made by the Developer in the construction the Shebait shall give and grant unto the Developer a certificate in respect of their allocation in full satisfaction.
2. Till all the Portion/s and Space/s within the Developer's allocation are sold away, the Developer in consultation with the Shebait shall frame rules for occupation, user and enjoyment of the residential Portion/s and



other spaces in the proposed Building/s and till formation of a Body of the Co-Shebait of the Building/s including the Shebait herein and the Purchaser/s of the Developer's allocation.

ARTICLE : "VIII"

(COMMON RESTRICTION)

It has been agreed by and between the Parties hereto that the Shebait's allocation in the Building/s shall be subject to the same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended for the common benefits of all occupiers of the entire completed Building which shall include the following :-

1. The Shebait and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall not use or permit to use their respective portion/s in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.
2. No party shall demolish or permit to demolish any wall or other structure in their respective portion/s or any part thereof or make any structural alteration therein without the consent of all other Co-Shebait and without obtaining necessary permission from the concerned statutory Authorities.
3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.
4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the proposed Building/s in good and reparable condition and

in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.

5. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Shebaitis for the purpose they are meant.
6. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said property.
7. In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.

#### ARTICLE : "IX" (SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the Court of Law for necessary redressal.

#### ARTICLE: "X"



(COMMON RIGHTS AND OBLIGATION OF SHEBAITS AND  
DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development verbally are reduced into writing hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY  
AGRED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Shebait agrees to appoint the Developer herein in respect of the said property more fully described in the FIRST SCHEDULE hereunder written and the Shebait hereby grants/ license to the Developer for development of the land for the purpose of construction and to construct the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer, The said appointment is irrevocable save and except the Developer must not commit any fault in carrying out the development work in the said property as per the Building Plan and the Developer shall not cause any breach of the terms stated herein.
2. Subject to the sanction of the Building Plan, the Developer shall develop and promote the said property by way of construction of Multistoried Building/s. The Developer shall at its own costs construct, erect and complete the Building/s with good and standard sound quality materials as may be specified by the Architects/L.B.S. from time to time, The details of the Specification of construction and the materials to be used for such

purpose are mentioned and described in the FOURTH BCCHEDULE hereunder written.

3. The Developer shall provide in the proposed Building/s at its own cost pump, water storage tank with overhead reservoirs, electric connection lift and other facilities as are required to be provided in residential and/or Multistoried Building/s having self-contained Apartments or portion/s.
4. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Shebait shall bear no responsibility in this context.
5. Simultaneously with the execution of the Agreement, the Developer shall be entitled to negotiate with the any other person/s, if there be any to obtain their respective "No OBJECTION" in respect of the proposed construction/development of the said property agreeing to provide space to them as per law.
6. All costs and expenses pertaining to the sanction of the Building Plan including the payment of requisite fees and other incidental expenses payable to such sanctioning Authority shall be borne by the Developer.
7. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Shebait shall simultaneously grant and execute in favour of the Developer Firm by a registered General Power of Attorney, which will be irrevocable by the Shebait save and except on commission of a default by the Developer in complying with the terms and conditions of this Agreement.
8. All the legal heirs of the Shebait above named shall also abide by and confirm such Power of Attorney in favour of the Developer.
9. The Developer shall construct the said property strictly in accordance with the Building Plan and the rules regulation and bye-laws of the Kolkata



Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be approved by the Authority concerned with the consent of Shebait.

10. The Developer is hereby empowered by the Shebait to apply and obtain on their behalf and in their names the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Shebait will not be liable for the same.
11. The Shebait hereby agrees and undertakes to deliver the vacant possession of the said property to the Developer for the purpose of development and construction of proposed Building/s on execution of this Agreement without any objection or hindrances.
12. The Shebait shall if required, at the cost of the Developer shall amalgamate the said property with other adjacent property/ies, if there be any, enabling the developer to construct a residential complex in and around the locality but in every cases the Shebait shall get the 1/3rd of 50% of the total F.A.R. in respect of the said property from the proposed constructional works.
13. The Developer has agreed to deliver possession of the Shebait's allocation in the proposed Building/s within the stipulated period of 24 (Twenty-Four) months from the date of sanction of the Building Plan or khas vacant possession, whichever is later.



14. Immediately on completion of the Shebait's allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Shebait requiring the Shebait or authorised representative or heirs to take possession of the Shebait's allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and the Building Plan thereof and certificate of the Architect/ L.B.S. being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Shebait shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said Shebait's allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if they are levied on the Building/s as a whole.
15. On completion of the construction of the entire Building/s, the Shebait and the Developer shall punctually and regularly pay for their respective allocation, the said rate and taxes to the concerned Authorities or otherwise as may be mutually agreed upon between the Shebait and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Shebait or the Developer in this behalf.
16. As and from the date of satisfactory handing over the Shebait's allocation as mentioned above in all respects and duly acknowledged by the Shebait in writing and/or after 30 (Thirty) days from the date of service of notice by



the Developer to the Shebait for accepting the possession of their allocation, the Shebait shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Shebait's allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and equipments etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers, pumps, motors whatsoever as may be mutually agreed upon from time to time.

17. Any transfer of any part of the Shebait's allocation in the Building/s shall be subject to the other provisions hereof and the transferee/s -shall thereafter be responsible in respect of the apace transferred to pay the said rates and service charges proportionately for the said common facilities.
18. The Shebait's allocation in the Building/s shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the Building/s intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.
19. No formal Deed of Transfer in respect of the Shebait's allocation shall be required. But the Shebait shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that the Developer as the constituted Attorney of the Shebait shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.
20. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earthquake, riot or civil

commotion or promulgation of any law etc. which shall be beyond the control of the Developer, then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Developer.

21. The Developer will also keep the Shebait saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.
- A. The Developer shall pay for violation of rules and regulations prescribed under the Kolkata Municipal Corporation Act and/or infringement of such act or deviation from the sanctioned Building Plan causing payment of fines or penalty imposed by the said Authority for such violation of the Building Plan.
  - B. All claims and demands of the suppliers of Building materials etc. of the said property or all claims arising due to any accident suffered by employees/workmen engaged by the Developer to carry out development work in the said property shall be borne by the developer.
  - C. All claims and demands of the Shebait and Occupiers of the adjoining properties due to damage or loss suffered by them in course of hazards in construction work of the said property shall be borne by the Developer.
22. Both Shebait and the Developer shall not use or permit to use their respective allocations in the Building/s or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.



23. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or any portion thereof or make structural alteration thereon without the previous consent of the Shebait/Developer or the Association when formed, but such consent shall not be withheld unreasonably.
24. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of their space or accommodation therein.
25. No goods or other items shall be kept by the Shebait or the Developer or the Transferees for display or use or otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in a "manner thereto the person doing so shall be responsible to remove the same at the risk and cost of the other. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.
26. The Shebait shall permit the Developer and its servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Shebait's allocation and every part thereof for the purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.



27. The Shebait hereby agrees and covenants with the Developer that they will mutate their own names and this will be done by the Developer at their expenses with the Kolkata Municipal Corporation Authority after the Shebait obtains permission of their allocation in a habitable condition and the Developer shall co-operate with the Shebait in this respect.
28. The Developer's allocation in the proposed Building/s in the said property is meant for sale as Shebait's Portion/s. As such the Shebait and the necessary Parties shall sign and execute all Deeds of Conveyances, documents and writings " relating to such sale and transfer to the intending Purchaser/s of the said Portion/s at a price determined by the Developer and the Shebait shall have not nor can have without any demand or claim thereon of any nature whatsoever.
29. The Developer is at liberty to advertise for sale of the said Shebait's portion/s during the Development/construction of the Building/s on the said property and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Portion/s and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer allocated share the proposed Building/s.
30. The Shebait hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said property.
31. The Shebait shall not let-out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.



32. The Shebait hereby agrees and covenants with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall require and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.
33. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to own use, occupy and enjoy the respective areas and the Parties hereto shall full and absolute right to deal with or transfer their respective areas in the manner as they respectively think fit and proper.
34. The Developer shall have no right title and interest whatsoever in the Shebait's allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Shebait and similarly the Shebait shall have no claim in respect of the Developer's Allocation as herein provided.
35. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred; towards construction of the Shebait's allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Shebait shall never be liable to pay and/or refund such cost or expenses to the Developer.
36. The Developer shall in completion of the proposed Building/s, put the Shebait in undisputed possession of the Shebait's allocation together with all rights in common areas/spaces common utility portion of the proposed Building/s and the open space thereof.

37. The Developer hereby agrees and covenants with the Shebait not to do any act, deed or thing whereby the Shebait would be prevented from enjoying, selling, assigning and/or disposing of any portion of the Shebait's allocation in the said proposed Building/s in the said property.
38. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Portion/s and other areas of the Building/s belonging to the Developer's allocation and also enter into Agreement for Sale with the intending Purchaser/s and to receive earnest money thereof receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Shebait hereby confirms that the Shebait shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.
39. The Shebait confirms and undertakes that if so required by the Developer, the Shebait shall join as Confirming Party to all Agreements and other documents of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the portion/s in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money.
40. It is understood that from time to time to facilitate, the construction of the proposed Building/s by the Developer various Deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the Authority of the Shebait and various application and other documents may be required to be signed or made by the Shebait relating to the specific provisions may be reasonably required to be done in the manner and the Shebait shall execute any such authorization as may be required by the Developer for the said purpose and the Shebait also undertakes to sign and execute all such additional



applications and other Documents as the case may be provided that all such acts deeds matters and things do not in any way infringe the rights of the Shebait and/or go against the spirit of this Agreement.

41. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice to their rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages/and for other relief.
42. The proposed Building/s in the said property shall be Christened as "....." Which shall be inscribed and marked on a marble piece and be fixed on the front wall of the Building/s. It will be displayed prominently to the visitor and open to public eye. The Developer is also permitted to inscribe its name in a visible place of the Building/s as - Developer.
43. The Shebait shall interest with the works of the Developer at any stage during construction in any way subject to the Developer shall perform each and every obligations as depicted in this Agreement and shall not construct anything beyond the sanction Building Plan.
44. The Shebait shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Portion/s, Car Parking Space/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said property before the Registration Office/s.
45. That the Developer shall at its own cost arrange alternative accommodation for the Shebait herein during the period of construction of

the proposed Building till handing over possession of the Owners' allocation.

46. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.

#### ARTICLE :XIV:

#### GENERAL POWER OF ATTORNEY GIVEN TO THE DEVELOPER IN CONNECTION WITH DEVELOPMENT AGREEMENT BY THE OWNER.

The OWNER pursuant to this Development Agreement hereby and hereunder nominate, constitute and appoint

(1) **SRI DEBOJIT CHAKRABORTY**, having PAN:ACRPC0276B, AadhaarNo. 674026260840 , son of Late Shyam Sundar Chakraborty, by creed: Hindu, Indian by Nationality, residing at 7A, Nepal Bhattacharjee Street, Post Office :Kalighat, Police Station: Kalighat, Kolkata:700026 and (2) **SRI GOUTAM BANERJEE**, having PAN: AEHPB1254N, Aadhaar No. 784879959507, son of Late Kaashi Nath Banerjee, by creed: Hindu, Indian by Nationality, residing at 57A, Gurupada Halder Road, Post Office : Kalighat , Police Station : Kalighat, Kolkata :700026 , as my true and lawful Attorneys in my name and on my behalf to do and execute all or any of the following acts, deeds and things jointly and/or severally:-

1. To retain and defend possession of the said property and every part thereof and receive and/ or deliver possession thereof from and/ or to any person or persons occupying



thereon and also to manage maintain and administer the said property and every part thereof.

2. To pay all rents and taxes, charges, expenses And other outgoing whatsoever payable for or an account of the said property or any portion thereof or any undivided share or shares there in and to ensure and protect the Building thereon against loss or damages by fire and/ or other risk as may be deemed necessary and/ or desirable by my said Attorney sat their sole discretion and to pay all premium for such insurance, if so be required.

3 .To enforce any covenant/ any Agreement, Declaration Deed or any other document relating to the said property or any part thereof and to enforce every right to that effect.

4. To appoint and terminate the appointment of Architect /LBS., Engineer etc. and to get prepare Plan/s, demolition, to sign and submit Building Plan for construction and/or reconstruction of and/or additions and/or alterations to any new or existing Building or Buildings or structures on the said property on any portion or portions thereof before the Kolkata Municipal Corporation and to put signature/s upon the Plan/s as will be required as my constituted Attorneys.

5. To build upon and exploit the said property by

making construction of Building thereon and for that to demolish structures of whatsoever nature existing thereon or as may be constructed in future.

6. To appoint any Contractor/Sub-Contractor construction work or Building thereon and to cancel the same and engage new Contractor to be done by them or their own discretion as if I do the same personally.

7. To apply for and obtain such certificate, permissions and clearance certificate and/ or permissions from the competent Authority as may be required for execution and/or Registration of any Deed in respect of the said property in terms of the Agreement or other documents concerning the said property and also to appear before and sign and submit all papers and documents of transfer concerning the said property and make representation to the concerned authorities for getting such certificate and/ or permissions.

8. To install electric serviceline, meter and/or sub-meter and if necessary to obtain low/ high tension electricity connection and to sign in all paper and documents relating to get electric connection and meter from the C.E.S.C. Authority or any other requirements for the said Building to be constructed including installation for lift and



to the enter into any Agreement or Agreements with any Party or Parties for the same.

9. To receive any booking money and/ or earnest money or advance or advances and also the balance/ entire consideration money from the intending Purchaser/ s of the purchase money and to give, good, valid, receipt and/or discharges for the same to the Purchaser/s from the **DEVELOPER'S ALLOCATION** only specifically mentioned in the Development Agreement.

10. To apply for and obtain connection for water, sewerage, electricity, gas and to apply for and avail all other facilities which may be required for the said property. To sign and execute all other deeds and document required to get the said connection from the concerned authorities, which they shall consider necessary and as may be required to complete the proposed Building at the **SCHEDULE** mentioned property.

11. To represent ourselves before the Kolkata Municipal Corporation, P.W.D., C. P.W. D., K.M.D.A. and other Government or Semi Government Offices and Department and Statutory Bodies in all respects. To pay sanction fees and other fees to the said the Kolkata Municipal Corporation for sanction of such Building Plan and other and/or to appear and represent before the said the

Kolkata Municipal Corporation or any Authority.

12. To sign and execute all other deeds and documents required to get the water connection from the Kolkata Municipal Corporation, which they shall consider necessary and as may be required to complete the proposed Building at the said property and to pay all charges and expenses including the Kolkata Municipal Corporation rates and taxes, Building tax and other levies, which may be required of construction during the period.

13. To file any complaint, suit, prosecute, enforce, defend, answer or oppose all actions and other legal proceedings against any persons and demand or negotiate regarding any of the matters aforesaid or any other matter, relating to the said property in which I now or may hereinafter be interested or connected and also if my Attorneys think fit may compromise and may take any such action or institute proceedings as aforesaid before any Court, Civil or Criminal or Revenue including the District Court or any other Courts as the case may be.

14. To sign declare verify and affirm, plaint, written statements, petitions, Affidavit, Vakalatnama, memorandum of appeal or any other documents or papers in any



proceeding or in any way concern with the legal proceedings and appoint Advocate, Solicitor or expert in respect of the said property or connected with any of the matters aforesaid and to file suit / proceedings before any court of law or any other Office concern, Government, Semi Government or other Offices and also to depose on my behalf in any suit or proceeding before the Court of Law.

15. To appear and represent me before all Authorities, make commitments and give undertaking as may be required for all or any of the purpose herein Contained.

16. To appear before the Kolkata Municipal Corporation and/or other authorities regarding the tax assessment, drainage/sewerage connection and obtaining completion certificate or in any other way relating to the said property or any portion thereof or any undivided share or shares therein.

17. That the said Attorneys shall at all period of time be able to receive any amount of consideration from the intending Purchaser/ sand / or Party or Parties thereof for and on behalf of me in respect of the Developer 's allocation only. Beit mentioned that the said Attorney shall in all occasions be able to receive any amount of consideration in part or

in full and/or as being paid by the Party or Parties and/or Purchasers thereof and the intending Purchaser/ s of the proposed construction can take loan from any Financial Institution for the purpose of purchasing the Flat/ s and Car Parking Space/s etc. from the **DEVELOPER'S ALLOCATION** only.

18. To negotiate terms and to sell the Space/ Spaces/ Flats/ from **DEVELOPER'S ALLOCATION** with proportionate share of land in the premises / said property to any Purchaser/ s at such price which the said Attorneys in their absolute discretion shall think fit and proper.

19. To enter into any Agreement or Agreements with any Party or Parties or with the intending Purchaser/ s for sale or sales of Space or Spaces with super structure or Flats from the **DEVELOPER'S ALLOCATION** alongwith proportionate share of land and/ or cancel and the same with the intending Purchaser/s.

20. That the said Attorneys shall or may sign and to execute any Agreement, Deed of Conveyance and to deliver any Conveyance or Conveyances for the selling Flats/Spaces from the **DEVELOPER'S ALLOCATION** in the proposed Building with easements rights of the



common areas of the proposed selling of Space/Flat/Flats alongwith proportionate share of land in favour of the intending Purchaser/s or their nominee/ s and in the Agreement/s, Deed of Conveyances of the proposed sale, the said Attorneys shall receive and acknowledge the advances and/ or booking money and/ or earnest money and/ or full consideration money from the intending Purchaser/s in my name after handing over the Owner's allocation.

21. To sign and execute all other deeds, instruments and assurance which they shall consider necessary and to enter into and/ or agree to such covenant and condition as may be required to complete the proposed Building at the said property and for fully and effectively conveying the said proportionate share of land, Flat/s together with the ease ments right of the common passage in the said property on and for my behalf and it is to be treated as done by me being present ourselves personally.

22. That the Developer shall not have any right to sell the Shebait's Allocation.

23. To observe fulfill and perform all the terms conditions and obligations on my part or to be observed fulfilled and performed according to the said Agreement dated 5<sup>th</sup> January, 2019.

**THIS POWER** is involved with interest and is credited for valuable consideration and to be effected under the Contract Act and also under the Registration Act This Power will subsist so long the Development Agreement shall not be cancelled and/ or rescinded as per law up on violation or breach of contract on the part of the said Attorneys. This Power of Attorney being collateral documents of the Development Agreement and whatsoever acts, deeds and things concerning the said property to be done by the said Attorneys shall be deemed to be done on behalf of me and my said Attorneys be bound by such acts, deeds and things so done and that will also remain operative until and unless the contract is rescinded upon violation or the lawful breach of contract on the part of the Developer /Attorneys.

**AND GENERALLY** to do all acts, deeds and things concerning the said property or in any part thereof and for better exercise of the Authorities herein contained which I could have lawfully done under my own hands and seals, if personally present.



**- ::THE FISRT SCHEDULE ABOVE REFERRED :: -**  
**(Description of the said property)**

ALL THAT piece and parcel of land measuring undivided 1/3<sup>rd</sup> of an area of 3 (Three) Cottahs 12 (Twelve) Chittacks i.e. 1 Cottah 4 Chittacks be the same a little more or less together with structure standing thereon in Division : 6, SubDivision : F, Holding No.215 (formerly Holding No.7), within Dihi Panchannagram, Pargana : Khaspur, Mouza : Kalighat, under Police Station : Kalighat (earlier Bhowanipore), District : 24 Parganas being Municipal Premises No.6, ApurbaMitra Road, Police Station Bhowanipore, Kolkata : 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.83, together with all right, title, interest and right of easement attached thereto and the same is butted and bounded by :-

ON THE NORTH : 4/1, Apurba Mitra Road ;

ON THE SOUTH Apurba MitraRoad ;

ON THE EAST Apurba MitraRoad ;

ON THE WEST :Iswar Ganguly Lane.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE OWNER'S/ SHEBAIT'S ALLOCATION)**

ALL THAT in the instant joint venture project the Shebait shall be given at the first instance free of cost undivided 1/3<sup>rd</sup> of the 50% of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided and the aforesaid Shebait's allocation will be demarcated after getting Plan sanction from the Kolkata Municipal Corporation by

correspondences and the same will be provided in zigzag manner and fashion from every floor.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)**

All THAT rests and 50% share of the proposed Building/s in the said property save and except the Shebait's allocation, The said rests and remaining areas including common specs, places, staircases and the Developer shall have the right to sell, mortgage, lease out and/or rent out the same in whole or in part together with proportionate share of land at the said property, with right to enter into Agreement for Sale of portion/a with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them without any objection or interruption from the Shebait/s.

**THE FORTH SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF SPECIFICATION OF THE BUILDING )**

FOUNDATION :- Building designed of R.C.C. foundation.

STEEL :- Standard quality available in the market.

CEMENT Standard quality available in the market.

SAND :- Coarse Course sand.

STONE CHIPS :- Standard quality available in the market.

BRICKS :- 1<sup>ST</sup> class available in the market.



**FLOORING & SKIRTING :-** Bed rooms, kitchen-cum-dining room, one toilet will be finished with vitrified tiles, the front and back open space will be finished with net cement.

**BATHROOM :-** Floorings of the bathroom shall be marble finished.

**TOILETS :-**

5' high glaze tiles round.

One Western commode (white) with cistern, taps, C.P. towel rod, soap tray, shower.

Geyser point will be provided in the Toilet.

Both the toilet will have good quality G.I. concealed pipelines.

**KITCHEN :-**

One steel sink.

Two taps.

Granite stone on the top of slab.

**DOORS :-** P.V.C. door in toilets and good quality phenol bounded flash doors in all inside doors, teak finished flash doors in main door.

**WINDOWS:-** Aluminum frame with glass fittings.

**Electrical works:-** Electrical points for light, fan, refrigerator, television, air conditioner etc. will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switch board, with piano type switches and 5amp and 15amp plug point, electrical points will be provided as required.

**Electrical meter:-** The Developer will arrange for the electric meter for common -services like roof lights, stair case, passages and portion of the Shebait.

**EXTRA WORK:-** Request for extra work or change from above mentioned specifications and fixing of costly items will be entertained before commencement of the work of the specified items and extra cost to be paid in advance basis as required.

**WATERSUPPLY :-** Water will be supplied from the supply of Kolkata Municipal Corporation. Water supply from Kolkata Corporation will be arranged with underground reservoir and cost of water connection from Kolkata Corporation authority will be borne by the Developer.

**PAINTING :->** All internal walls will be finished with plaster of paris.

> All external paintings will be with cement based paints.

> All doors and windows will be enamel paints.

**SANITARY:-** All internal pipelines will be of concealed type. Soil lines are to be connected to underground drainage pipes terminating in front of the main sewerage line of the Kolkata Municipal Corporation just outside the main Building.

#### **THE FIFTH SCHEDULE ABOVE REFERRED TO**

##### **(DESCRIPTION OF SPECIFICATION OF COMMON AREAS)**

1. AREAS :- . A. Temple for the daily sava puja of the family deity "SREE SREE NARAYAN JEW THAKUR"

B. Entrance and exits to the said property and the Building/s.

C. Darwans room, if any.

D. Boundary walls and main gates of the said property.

E. Lift and lift machine room.

F. Staircase, stair head room and lobbies on all the floors.



G. Entrance lobby, electric/utility room, water pump room, if any and the Office room, to be used by the Association /Committee, if any.

H. Common installations on the roof and in the Ground Floor and also in each floor.

I. Right to access on the roof above the top of the floor of the Building/s.

J. The open land in the said property, foundation columns, beams, supports, common passage and boundary walls of the Building/s.

## 2. WATER PLUMBING AND DRAINAGE:-

A. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit) or exclusively for the same,

B. Water supply system of the whole Building.

C. Water pump, underground and overhead water reservoirs together with all common plumbing installations for carriage of water (save only those are within the exclusive area of any unit) and/or exclusively for its use.

## ELECTRICAL INSTALLATION:-

A. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit or exclusively for its use).

B. Lighting of common portion/s.

C. Electrical installations for receiving electricity from suppliers and meters for recording the supply.

D. Electric installation for lift.

E. Machineries and accessories, if any (at extra cost).

OTHERS :- Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or around the said property and the Building/s as are necessary for passage to and/or user of the units in common by the Co-Shebaits.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED & DELIVERED**

By the Vendor at Kolkata

in the presence of :

1. Patha Sana  
Asst Police Ct  
KOL-27

*Devi Prasad Chakravarty*  
Devi Prasad Chakravarty

Constituted Attorney of Shebait  
Sri Ashish Kumar Chakravarty

SIGNATURE OF THE OWNER/SHEBAIT

CALCUTTA SHELTER

*Devi Prasad Chakravarty*

Partner

CALCUTTA SHELTER

*Devi Prasad Chakravarty*

Partner

CALCUTTA SHELTER

*Anil Kumar Gupta*

Partner

CALCUTTA SHELTER

*Sumitabha Dey*

Partner

CALCUTTA SHELTER

*Tapankumar Halder*

Partner












2. Joydev Ghara  
Alipore Police Court  
KOL-27.

Drafted by me:-

Patha Sana  
Deed writer  
L.No-132/2013  
Asst Police Ct  
KOL-27,












SIGNATURE OF THE DEVELOPER



		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					












Name GOUTAM BANERJEE

Signature Goutam Banerjee

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name DEBOJIT CHAKRABORTY












Signature Debojit Chakraborty

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name AMLAN GUPTA












Signature Amlan Gupta



		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name... SUMITABHA DUTTA .....

Signature... Sumitabha Dutt .....

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name... TAPAN KUMAR HALDER .....

Signature... Tapan Kumar Halder .....

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name.....

Signature.....





Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
GRIPS eChallan

GRN Details

GRN: 192022230085778731 Payment Mode: Online Payment  
GRN Date: 29/07/2022 11:35:46 Bank/Gateway: State Bank of India  
BRN : IK0BUVQGH3 BRN Date: 29/07/2022 11:37:56  
Payment Status: Successful Payment Ref. No: 2002232421/2/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: S SANA  
Address: ALIPORE  
Mobile: 8961663303  
Depositor Status: Advocate  
Query No: 2002232421  
Applicant's Name: Mr PARTHA SANA  
Identification No: 2002232421/2/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002232421/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	7070
2	2002232421/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	28
Total				7098







IN WORDS: SEVEN THOUSAND NINETY EIGHT ONLY.



Government of West Bengal



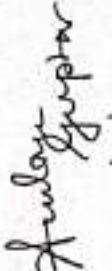


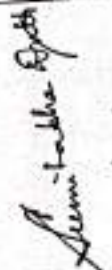






Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS, District Name :South 24-Parganas  
Signature / LTI Sheet of Query No/Year 16022002232421/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.





SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr DEBOJIT CHAKRABORTY 7A NEPAL BHATTACHARJEE STREET, City:- , P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026	Attorney of Land Lord [Mr ASHISH KUMAR CHAKRA VARTY]			 19/7/22
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr GOUTAM BANERJEE 1C NEPAL BHATTACHARJEE STREET, City:- , P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026	Attorney of Land Lord [Mr ASHISH KUMAR CHAKRA VARTY]			 29/7/22



**I. Signature of the Person(s) admitting the Execution at Private Residence.**

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr AMLAN GUPTA 4/1F JOHURA BAZAR LANE, City:- , P.O:- KASBA, P.S:-Kasba, District:- South 24-Parganas, West Bengal, India, PIN:- 700042	Representative of Developer [CALCUTTA SHELTER ]			 29/7/22
4	Mr SUMITABHA DUTTA 47 ALIPORE ROAD, City:- , P.O:- ALIPORE, P.S:-Allpore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	Representative of Developer [CALCUTTA SHELTER ]			 29/7/22
5	Mr TAPAN KUMAR HALDER 50C ISWAR GANGULY STREET, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:- South 24-Parganas, West Bengal, India, PIN:- 700026	Representative of Developer [CALCUTTA SHELTER ]			 29/7/22
6	Mr GOUTAM BANERJEE 1C NEPAL BHATTACHARJEE STREET, City:- , P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026	Representative of Developer [CALCUTTA SHELTER ]			 29/7/22

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
7	Mr DEBOJIT CHAKRABORTY 7A NEPAL BHATTACHARJEE STREET, City:- , P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026	Representative of Developer [CALCUTTA SHELTER ]			<i>Debojit Chakraborty</i> 29/7/22
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr PARTHA SANA Son of Late R N SANA ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	Mr DEBOJIT CHAKRABORTY, Mr GOUTAM BANERJEE, Mr AMLAN GUPTA, Mr SUMITABHA DUTTA, Mr TAPAN KUMAR HALDER, Mr GOUTAM BANERJEE, Mr DEBOJIT CHAKRABORTY			<i>Partha Sana</i> 29/7/22

(Suman Basu)

DISTRICT SUB-  
REGISTRAR

OFFICE OF THE D.S.R. - I  
I SOUTH 24-PARGANAS  
South 24-Parganas, West  
Bengal



### Major Information of the Deed

Deed No.	I-1602-10327/2022	Date of Registration	04/08/2022
Query No./Year	1602-2002232421/2022	Office where deed is registered	
Query Date	22/07/2022 11:08:50 AM	D.S.R. - II SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	PARTHA SANA ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830737513, Status : Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 36,45,000/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,170/- (Article:48(g))	Rs. 60/- (Article:E, E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Kalighat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Apurba Krishna Mitra Road, , Premises No: 6, , Ward No: 083 Pin Code : 700026

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	1 Katha 4 Chatak	1/-	33,75,000/-	Property is on Road
Grand Total :				2.0625Dec	1/-	33,75,000/-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	400 Sq Ft.	0/-	2,70,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		400 sq ft	0/-	2,70,000/-	



### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr ASHISH KUMAR CHAKRAVARTY</b> Son of Late JATINDRA CHANDRA CHAKRAVARTY 6 APURBA MITRA ROAD, City:- , P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AAxxxxxx6R, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Attorney, Executed by: Attorney

### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>CALCUTTA SHELTER</b> 36/1 BOSE PUKUR ROAD, City:- , P.O:- KASBA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042 , PAN No.: AAxxxxxx3D, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

### Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr DEBOJIT CHAKRABORTY</b> Son of Late SHYAM SUNDAR CHAKRABORTY 7A NEPAL BHATTACHARJEE STREET, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ACxxxxxx6B, Aadhaar No: 67xxxxxxxx0840 Status : Attorney, Attorney of : Mr ASHISH KUMAR CHAKRAVARTY
2	<b>Mr GOUTAM BANERJEE</b> Son of Mr KASHI NATH BANERJEE 1C NEPAL BHATTACHARJEE STREET, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AExxxxxx4N, Aadhaar No: 78xxxxxxxx9507 Status : Attorney, Attorney of : Mr ASHISH KUMAR CHAKRAVARTY

### Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr AMLAN GUPTA</b> Son of Late KANAILAL GUPTA 4/1F JOHURA BAZAR LANE, City:- , P.O:- KASBA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AExxxxxx2B, Aadhaar No: 32xxxxxxxx9859 Status : Representative, Representative of : CALCUTTA SHELTER (as AS PARTNER)
2	<b>Mr SUMITABHA DUTTA (Presentant)</b> Son of Mr GOBINDA CHANDRA DUTTA 47 ALIPORE ROAD, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADxxxxxx1A, Aadhaar No: 37xxxxxxxx6169 Status : Representative, Representative of : CALCUTTA SHELTER (as AS PARTNER)
3	<b>Mr TAPAN KUMAR HALDER</b> Son of Mr S HALDER 50C ISWAR GANGULY STREET, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AAxxxxxx3B, Aadhaar No: 94xxxxxxxx3633 Status : Representative, Representative of : CALCUTTA SHELTER (as AS PARTNER)



4	<b>Mr GOUTAM BANERJEE</b> Son of Late KASHINATH BANERJEE 1C NEPAL BHATTACHARJEE STREET, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx4N, Aadhaar No: 78xxxxxxx9507 Status : Representative, Representative of : CALCUTTA SHELTER (as AS PARTNER)
5	<b>Mr DEBOJIT CHAKRABORTY</b> Son of Late SHYAM SUNDAR CHAKRABORTY 7A NEPAL BHATTACHARJEE STREET, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx6B, Aadhaar No: 67xxxxxxx0840 Status : Representative, Representative of : CALCUTTA SHELTER (as AS PARTNER)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr PARTHA SANA</b> Son of Late R N SANA ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
Identifier Of Mr DEBOJIT CHAKRABORTY, Mr GOUTAM BANERJEE, Mr AMLAN GUPTA, Mr SUMITABHA DUTTA, Mr TAPAN KUMAR HALDER, Mr GOUTAM BANERJEE, Mr DEBOJIT CHAKRABORTY			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr ASHISH KUMAR CHAKRAVARTY	CALCUTTA SHELTER-2.0625 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr ASHISH KUMAR CHAKRAVARTY	CALCUTTA SHELTER-400.00000000 Sq Ft





On 29-07-2022

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

Presented for registration at 20:40 hrs on 29-07-2022, at the Private residence by Mr SUMITABHA DUTTA .

**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 36,45,000/-

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) - [Representative]**

Execution is admitted on 29-07-2022 by Mr TAPAN KUMAR HALDER, AS PARTNER, CALCUTTA SHELTER (Partnership Firm), 36/1 BOSE PUKUR ROAD, City:- , P.O:- KASBA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042

Indetified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

Execution is admitted on 29-07-2022 by Mr GOUTAM BANERJEE, AS PARTNER, CALCUTTA SHELTER (Partnership Firm), 36/1 BOSE PUKUR ROAD, City:- , P.O:- KASBA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042

Indetified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

Execution is admitted on 29-07-2022 by Mr DEBOJIT CHAKRABORTY, AS PARTNER, CALCUTTA SHELTER (Partnership Firm), 36/1 BOSE PUKUR ROAD, City:- , P.O:- KASBA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042

Indetified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

Execution is admitted on 29-07-2022 by Mr AMLAN GUPTA, AS PARTNER, CALCUTTA SHELTER (Partnership Firm), 36/1 BOSE PUKUR ROAD, City:- , P.O:- KASBA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042

Indetified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

Execution is admitted on 29-07-2022 by Mr SUMITABHA DUTTA, AS PARTNER, CALCUTTA SHELTER (Partnership Firm), 36/1 BOSE PUKUR ROAD, City:- , P.O:- KASBA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042

Indetified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

**Executed by Attorney**  
1. Execution by Mr DEBOJIT CHAKRABORTY, , Son of Late SHYAM SUNDAR CHAKRABORTY, 7A NEPAL BHATTACHARJEE STREET, P.O: KALIGHAT, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by profession Business as the constituted attorney of Mr ASHISH KUMAR CHAKRAVARTY 6 APURBA MITRA ROAD, P.O: KALIGHAT, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026 is admitted by him

Indetified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

2. Execution by Mr GOUTAM BANERJEE, , Son of Mr KASHI NATH BANERJEE, 1C NEPAL BHATTACHARJEE STREET, P.O: KALIGHAT, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by profession Business as the constituted attorney of Mr ASHISH KUMAR CHAKRAVARTY 6 APURBA MITRA ROAD, P.O: KALIGHAT, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026 is admitted by him



Identified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore,  
South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

*Suman*

Suman Basu  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

On 03-08-2022

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 60/- ( E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/- )  
and Registration Fees paid by by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 29/07/2022 11:37AM with Govt. Ref. No: 192022230085778731 on 29-07-2022, Amount Rs: 28/-, Bank:  
State Bank of India ( SBIN0000001), Ref. No. IK0BUVQGH3 on 29-07-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,070/- and Stamp Duty paid by by online = Rs  
7,070/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 29/07/2022 11:37AM with Govt. Ref. No: 192022230085778731 on 29-07-2022, Amount Rs: 7,070/-, Bank:  
State Bank of India ( SBIN0000001), Ref. No. IK0BUVQGH3 on 29-07-2022, Head of Account 0030-02-103-003-02

*Suman*

Suman Basu  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

On 04-08-2022

**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 : 48  
(g) of Indian Stamp Act 1899.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 60/- ( E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/- )  
and Registration Fees paid by Cash Rs 32/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,070/- and Stamp Duty paid by Stamp Rs 100/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 810547, Amount: Rs.100/-, Date of Purchase: 27/07/2022, Vendor name: Bidyut Kumara Saha



**Suman Basu**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I | SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 365352 to 365425  
being No 160210327 for the year 2022.



Digitally signed by SUMAN BASU  
Date: 2022.08.05 15:43:54 +05:30  
Reason: Digital Signing of Deed.

*Suman*

(Suman Basu) 2022/08/05 03:44:28 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed.)