

জেলা — উত্তর মঙ্গলপুর
 সৌজা — সাতগাঁও
 খতিয়ান নং — ৪৭১
 জে.এল.নং — ২০
 খানা — বন্দন

(১) মালিক — ৫৭২,০০ টাকা
 (২) জমির মোট পরিমাণ — ১.১২১২ একর (৩) মোট মালের সংখ্যা — ৯

(৪) অগ্রবহুর দখলকারের বিবরণ

নাম — অক্ষয় কুমার বসু বেঙ্গলের পক্ষে
 পিতা/মাতা — একান্তিকান্ত
 ঠিকানা — দিনেন্দ্র কুমার বসু এবং সন্দিল কুমার বসু পিতৃ পত্নিত পাবনা জিল্লা
 (২) বছর
 (৬) মন্তব্য
 Legally
 ATTESTED



(৫) অগ্রবহুর নিজস্ব স্বত্বীয় জমি :

ক্রমিক নং	জমির শ্রেণী	মন্তব্য	মালের মোট পরিমাণ		মালের মধ্যে অগ্র- বহুর জমির অংশের পরিমাণ	
			একর	আংশ	একর	হেঁটা
৪৩৬৪	বামান/বালু	৪(৪) খারা প্রমোজা মালাস ১	০.২১৪৫	১.০০০০	০.২১৪৫	
৪৩৬৬	পুকুর/বালু	৪(৪) খারা প্রমোজা মালাস ১	০.১২১১	১.০০০০	০.১২১১	
৪৩৬৭	বাগান/বালু	৪(৪) খারা প্রমোজা	০.৬৫২০	১.০০০০	০.৬৫২০	
৪৩৬৮	পুকুর/বালু	৪(৪) খারা প্রমোজা	০.১২৫৫	১.০০০০	০.১২৫৫	
৪৩৬৯	বালু	বন্দন ১	০.০০১২	১.০০০০	০.০০১২	
৪৩৭০	পুকুর/বালু	৪(৪) খারা প্রমোজা	০.১৮৫১	১.০০০০	০.১৮৫১	
৪৩৭১	বালু	মালাস ১	০.০৭৪৫	১.০০০০	০.০৭৪৫	
৪৩৭২	বাগান	মালাস ১	০.০৭১০	১.০০০০	০.০৭১০	
৪৩৭৫	বালু	মালাস ১	০.১৭১০	১.০০০০	০.১৭১০	



Signature 29-04-13

মালের মোট সংখ্যা
 Appl. Fee:Rs.10, Authentication Fee:1 x Rs.10- Rs.10, Total: Rs.20

**L & LR
SBP N**



খাজনার দাখিলা এবং বিবিধ তলব 8499897

৪৪৭৭৭৭২ প্রজার অঙ্ক - ১৫

১। জেজুর নাম	২। খানের নাম ও তোলি নং	৩। সার্কেলের নাম ও তহশীল ব্লক নং	৪। জমিদারের বসিন নং
ড. ২৪৩৩		BMP II	২৭-

৫। জেজুর নাম ও জে.এল. নং	৬। জমাবন্দী নং	৭। বর্তমান নং	৮। পঞ্চ নং	৯। জমির পরিমাণ
সালিমপুর	৫২-	৪৭২	৪৩৭১	১৭৪৩ শতক ০০০০০০০০০০

১০। প্রজার নাম ও পিতা/বাহীর নাম ও পাকিন	১১। কাছার ঘর (খাজনা) দাখিল হইয়াছে
দিলীপ কুমার, দাঃ প, সঃ	১। মদন-সোমনন্দ সায়ী ২। সায়ী কুমার

প্রজার উপর সালিমপুর তলব ১। নিম্নলিখিত পরামর্শ

নথার খাজনা	সার চার্জ	পঞ্চ কর	পূর্ত কর	শিক্ষা কর	বিবিধ		প্রাচীন অসংস্কৃত অট্টোনে দেয়		মোট
					বাস জমি বাস জমির উপর	অন্যান্য	সার চার্জ	সেল	
১২	১৩	১৪	১৫	১৬	১৭ (ক)	১৭ (খ)	১৮ (ক)	১৮ (খ)	১৯

৪৪২২ - প্রথমীল ২৪২৪, ৪৪২৪

	তিন সনের পূর্বকার	তৃতীয় সনের বাসি	দ্বিতীয় সনের বাসি	হাল সনের পূর্বকার	হাল	মূল	প্রাচীন
	২০	২১	২২	২৩	২৪	২৫	২৬
খাজনা				৪১,৫০০,৫০০		২৫-২৬	
সার চার্জ							
পঞ্চ কর							
পূর্ত কর							
শিক্ষা কর							
বাস জমি বাস জমির উপর							
অন্যান্য							
প্রাচীন অসংস্কৃত অট্টোনে দেয়							
(ক) সার চার্জ				২২,৫০১	২৫৬		
(খ) সেল					৭০৬৪	২৫-২৬ = ৩২,২৬২	
মোট						২৫-২৬	
বাস মিনার							

* যে সনের বাসি প্রাচীন অসংস্কৃত অট্টোনে দেয়।
দেখা : চেকের দ্বারা খাজনা দেওয়া হইলে এইখানে তাহার
সংশোধন বিবরণ লিখিতে হইবে।

আদায়কারী কর্মচারীর সই
ও তারিখ
১৭-০৭-১৪

West Bengal Form No. 1077



L & L R
S B P N

8499898

খাজনার দাখিলী এবং বিবিধ তালব

১৯৭৭ (১৯৭৮) - ১৯৭৮ (১৯৭৯)

১. প্রাপ্তির তারিখ	২. প্রাপ্তির স্থান	৩. প্রাপ্তির পরিমাণ	৪. প্রাপ্তির প্রকার	৫. প্রাপ্তির উদ্দেশ্য
১৯৭৭	১৯৭৭	১৯৭৭	১৯৭৭	১৯৭৭

১. প্রাপ্তির তারিখ	২. প্রাপ্তির স্থান	৩. প্রাপ্তির পরিমাণ	৪. প্রাপ্তির প্রকার	৫. প্রাপ্তির উদ্দেশ্য
১৯৭৭	১৯৭৭	১৯৭৭	১৯৭৭	১৯৭৭

ক্র.সং.	বিবরণ	১৯৭৭	১৯৭৮	১৯৭৯	মোট
১	প্রাপ্তির পরিমাণ	১৬,০০০	১৬,৮৯৫	১৬,৮৯৫	৫০,০০০
২	প্রাপ্তির প্রকার	১৬,০০০	১৬,৮৯৫	১৬,৮৯৫	৫০,০০০
৩	প্রাপ্তির উদ্দেশ্য	১৬,০০০	১৬,৮৯৫	১৬,৮৯৫	৫০,০০০

স্বাক্ষরিত এবং সীলিত করা হইবে।
 প্রাপ্তির তারিখ এবং স্থান উল্লেখ করিয়া
 প্রাপ্তির বিবরণ বিবরণে উল্লেখ
 SBI, Kolkata-700 015
 ১৭-০৭-৭৮



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Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant
1.9.03	5.9.03	5.9.03	18.9.03	18-9-03

Petition no. 6391/2003.

In the court of theld. Dist. Judge at Barasat, North 24-Pgs.

Misc - 74(viii) /2003.

Dilip Kr. Dutta and others.Applicant.

Present : Shri M.M. Sarkar.....Dist. Judge.

Order no 5, dated 14.8.03.

The case record is taken up today for necessary order. The applicant's file the present application on behalf of Deity Sri Sri Iswar Narayan Jiew as Shebait and Trustees praying for permission to develop the B schedule property as mentioned in the application and to transfer the said land or flats through the promoters M/s. Akshat Developer pvt. Ltd. on the ground for the benefit of the deity.

Perused the application, affidavit connected annexures all documents and the affidavit in chief filed by the applicant no 1 with meticulous care .

It appears that the both applicants are joint shebait of Sri Sri Iswar Narayan Jiew. Akshoy Kumar Dutta, since deceased, during his life time created a will cum trust dated 4.2.1914 in respect of the property which was duly probated after death of Akshoy Kr. Dutta ~~along with~~ from the competent court on 8.1.1925. Anukul Ch. Dutta along with his wife and mother in law were appointed as shebait in the said will cum Trust. Thereafter, patit Paban Dutta became shebeit on the death of his father Anukul Dutta. Applicants became



1	2	3	4	5
100	100	100	100	100

The following is a list of the items
 which have been received from
 the various sources mentioned
 in the report of the
 committee on the
 subject of the
 proposed
 amendments to the
 constitution of the
 State of New York.

RECEIVED BY THE
 SECRETARY OF THE STATE
 MAY - 21 10 50
 9 00 00
 313.00
 Total Pa. - 313.00





Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 2 -

shebaitis on death of their father Patit Paban Datta. The said will cum trust contains the provisions for (i) maintenance of the ascertral private family deity (ii) maintenance of shebaitis (iii) marriage expenses of the sons and daughters of the shebaitis and all other legal expenses. Applicants applied for permission for transfer of a part of the property to develop the same through promoter for the benefit of deity in this court in Misc. case no 149/1991 which was allowed by this court vide order no 8 dated 30.9.97. Now the applicants are facing extreme difficulty in maintaining and safe guarding the rest of the property which is situated far away from their residence. They are worried about the said property of being encroached upon and threat is given by the local people when they demand to be vacated of the same. For the safe guard of the said property and for the benefit of the Deity applicants called a promoter named M/s. Akshat Developer Pvt. Ltd. to make development of the rest property and to make construction of building / flats on the rest of property as detailed in schedule B of the application. They have entered into an agreement wherein it is seen that the promoter will give to the extent of 5500 sq.ft. a little more or less constructed areas comprising of 6 (six) flats on the second floor as per the said agreement marked Annexure - D. Applicant states

of Application r the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 3

that the said agreement has been made for the better interest and eminent advantage and benefit of the Deity. I have gone through the agreement made by the present applicant and the M/s. Akshat Developer Pvt. Ltd. dated 26th day of July, 2002 which is marked Annexure- D of this present application and considering all aspects effect to that will enure to the benefit of the deity as prayed for by the applicant. Formalities of the case is observed. Notice published in the daily leading newspaper. Hence, it is,

Ordered

that the Misc. Case no 74/2003 (Trust) stands allowed. The applicants are permitted as Shebaitis of the deity to get the property developed as mentioned in the schedule - B of the application and be permitted to transfer of the said land/f flats through the promoter as per Annexure- D of the application as filed in this case.

Sd/- M.M. Sarkar, Dist. Judge.

Barasat.

Typed by :

amal das gupta-

17/9/03



SKS Hamidul Haq
 18/9/03

CERTIFIED TO BE TRUE COPY
 Bitika Koshani
 Head Copying Clerk
 18/9/03



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant
9.03	5.9.03	5.9.03	18.9.03	18.9.03

C.F. paid Rs. 100/- Filed on 20th Feb. 2003.

Sd/- Dilip Kumar Dutta , Sd/- Sandip Kumar Dutta, by
Sd/- Illegible, Adv.

Dist. North 24-Pgs.

In the court of the ld. Dist. Judge at Barasat.

Misc. Case no 74/2003. (Trust)

In the matter of an application for permission for transfer of the property in which the deity, Sree Sree Narayan Jieu is interested:

And

In the matter of : Shri Shree Iswar Narayan Jieu , represented by Joint Shebaita and trustees namely

1. Sree Dilip Kumar Dutta,
2. Sree Sandip Kumar Dutta,

Both sons of late Patit Paban Dutta, of 9, Shyama Charan Dey Street P.S. Amherst Street, Kolkata - 700 073.....Applicant.

The humble petition on behalf of the applicants, named above, Applicants most respectfully Submit:-

1. That Akshoy Kumar Dutta, since deceased, the grand father of late Patit Paban Dutta who is none but father of the present applicants/shebaita, was the original owner of premises no 369, Satgachia Dum Dum, Dist. North 24- Parganas. as it then was , andnow District North 24-Pgs. after division of the old District , which was subsequently



100	100	100	100	100
100	100	100	100	100

STATE OF TEXAS

Application

107000

Amount

20.00

5.00

25.00

Total





Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 2 -

known as 7, Nagendranath Road and at present numbered at 17, 18, 19, Nagendra Nath Road, p.s. Dum Dum, Dist. North 24-Pgs. amongst his other properties and the area of the said premises being 6 1/2 Bighas more or less.

2. That said Akshoy Kumar Dutta made and created a will cum Trust and Testament dated 4th day of February 1914, wherein Akshoy Kumar Dutta incorporated therewith the following provisions :-

- i. For maintenance of the ancestral private family Deity.
- ii. For the maintenance of Shebait.
- iii. For the marriage expenses of the sons and daughters of the Shebait and all other legal expenses for the purpose as stated in the will cum trust dated 4.2.1914, which has been duly probated from the court of competent jurisdiction on 8.1.1925 in respect of the said premises 369, Satgachi at present nos 17, 18, and 19 Nagendranath Road, P.S. Dum Dum District : North 24-Pgs. along with other properties. In the said will cum Trust, line of Shebait ship has been mentioned which finally reached with the applicants on death of their father Late Patit Paban Dutta, the sole predecessor Shebait in terms of the will cum Trust. Xerox copies of the will dated 4.2.1914 and the probate obtained on it, are filed



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 3 -

herewith marking them as annexure A and B respectively.

3. That present applicants/shebaitis while remained in absolute possession of the said property-partly in khas and partly by realising rents from tenants/lessees being sufficiently entitled to land measuring 6 $\frac{1}{2}$ bighas be the same and a little more or less being in C.S. dag nos 4338, 4339, 4340, 4342, 4343, 4344, and 4345 and 4346, underkhatian nos 172, 443, 444, 445, 2264 within Teuji Nos 169, 182 and 3/162 and under Mouza Satgachi, Dist. North 24-Pgs. now under the Jurisdiction of Dum Dum Municipality Dist. North 24-Pgs.

(North) more fully mentioned and described in schedule hereunder and shall be referred to as said property herein after

4. That the income from the said property having been spent almost for undertaking the essential expenses and for defraying the taxes and income fetched therefrom not considered sufficient to perform the daily Seba-puja and ceremonial functions of the deity and petitioner/Shebaitis being unable to collect fund and resources to meet the cost for the maintenance of their families, for the repairs and maintenance of the dilapidated building having attained the age of more than 100 years and for other grounds, applicants applied for permission for transfer of a part of the said property to develop the same through promoter in exchange of getting



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 4 -

complete flats or buildings for the deity, in this court being numbered as Misc. Case no 149/1991, which stood allowed by this court vide order no 8, dated 30.9.91 passed in the said Misc. Case. The property for which this court granted such sanction is described hereunder in schedule A which is part of the said property. Applicants file herewith xerox copy of the order no 8, dated 30.9.91. marking the same as annexure-C & 5. That the applicants/shebaitis do now face extreme difficulty in maintaining and safe guarding the rest of the said property which is situated far away and it would be too much expensive to keep guards thereof. Besides performing daily Seba puja of the said deity including religious and ceremonial functions, applicants have to maintain their own families in terms of the will cum trust in the perspective of soaring market price. The most alarming feature of the rest of the said property is encroachment and threat of encroachment by local peoples and whenever applicants demand vacation of the rest of the said property by illegal occupiers thereof they demand huge amount of premium as a condition to vacate and others not to encroach. It would be highly costly, extremely harassing and time killing factors to initiate suits against unauthorised occupiers for their eviction and other suits against persons including to occupy



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 5 -

unauthorisedly. The ~~xxxxix~~ applicants have reasons to believe or in other words have reasonable apprehension that if above situation is allowed to continue concerning the rest of the property it go out of control of the applicants which definitely affect daily seba-puja of the deity and maintenance of the families of applicants/sebaitis.

6. That in the circumstances and situation the applicants have called a promoter who runs his promotery and developing business under the name and style M/s. Akshat Developer Private Limited a company within the meaning of Companies Act, 1956, to make construction of flats of the rest of the property as fully described in schedule B hereunder to augment income thereby transferring flats through the promoters which would not only help in getting suitable fund for deity and/or setting up fund (i) for the maintenance and repair of the temple of the Deity (ii) Seba puja of the Deity (iii) and all their ceremonial functions but would also help the development of the rest of the property through the promoter and for maintenance of applicants/Shebaitis. To materialise such development and promotion of rest of the property, applicants have entered in to an agreement with said promoter/developer company. A xerox copy of the agreement is filed herewith marking the same as annexure B construction by the promoter company would in no way attract or create



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 6 -

any encumbrance.

7. That applicants beg to submit that proposed scheme for development of Debottar Estate has been made for the best interest and eminent advantage of the deity and also the proposed scheme will ensure the benefit of the deity.

8. That in the premises and in the interest of justice and for the best interest eminent benefit and advantage of the Deity to pass necessary permission for the est of the property to enhance and establish a regular fund with the help of the promoter and for the deity by transferring the rest of the property to the promoter so that self contained Flat may be raised by the promoter thereon.

9. That there is no legal bar in granting the sanction as prayed for. There is also no way but to get necessary fund for due performance and obligation of the trust.

10. That Sri Sri Iswar Narayan Jiew is a private Religious endowment and only the trustees/shrotrits/or their respective families have interest in the property sought to be promoted and Developed and no other person or persons have any interest therein.

11. That the instant application is bonafide and made in interest of justice. X

It is therefore humbly prayed that your honour would be graciously pleased to pass necessary permission



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 7 -

permission to develop the B schedule property and to transfer the said land or flats through the promoter as named herein above.

Schedule - A

All that piece and parcel of land and premises measuring 6 1/2 Bighas more or less belonging to the Debutter Estate of Sri Sri Iswar Narayan Jiew Thakur and situate at no 17, 18 and Nagendranath Road, present holding no 24, 25, ward no 24 Dum Dum Municipality originally premises no 369 Satgachia Dum Dum Subsequently known and numbered as no 7 Nagendranath Road, and thereafter as no 14, Nagendranath Road in p.s. Dum Dum Dist. North 24-Pgs. being within Touzi no 169, 182, and 3/162 comprised in Dag no 4340, 4341, 4342, 4343, 4344, 4345, and 4346, Khatian no 443, 444, 445, 172, 2264, 2265 in Dum Dum Municipality and butted and bounded in the manner following, that is to say:-

On the North :- by boundary wall of the property of Debutter Estate hereby proposed to be developed for construction and thereafter the land partly known as Bhagat Sen's Garden and partly as Baldyanath Dutta's garden now plotted in several plots and sold to several persons.



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 8 -

On the South :- Partly by Municipal Road known as Nagendranath Road, (Old Satgachi Road,) Dum Dum and partly by land adjoining to a Darga.

On the East : Partly by a land adjoining to a Darga and partly by the land of Bhagat Sen.

On the West : - Partly by the plot of Sri Jahar Sadhukhan and partly by the plot and building and Sri Amalya Dhar Bhattacharjee.

Schedule - B
(Land to be Developed)

All That piece and parcel of land measuring 2 (two) Bighas 7 (seven) cottahs 11 (eleven) chattaaks 7 1/2 (Seven and half) square feet more or less togetherwith buildings, sheds, quarters, godowns, storing spaces, boundary walls with land appertenants thereon or therein and other things attached thereto as shown in the plan annexed hereto and delineated with RED borders belonging to the Debuttar Estate of Sri Sri Iswar Narayan Jiew Thakur and situated at part of holding no 17, and 18 Nagendranath Road, present holding no 24, and 25, ward no 24 Dum Dum being a portion of premises no 369, Satgachi, Dum Dum subsequently known and numbered as no 7, Nagendranath Road, and thereafter as no 14, Nagendranath Road, within the police station Dum Dum Dist. North 24-Pgs. being within Touzi no 169, and 182, comprised in R.S. dag no 4342, 4343, and part of 4340, 4341, 4344, 4345, and 4346 under



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 9 -

Khatian nos 443, 444, 445, 2264, and 2365, 172, in South Dum Dum Municipality and butted and bounded in the manner following, that isto say:-

On the North :. By boundary wall of the property of Debuttar Estate hereby agreed to be developed for construction of housing complex and thereafter the land known as Baidyanath Dutta's Garden now plotted in several plots and sold to several persons

On the South :- Partly by municipal Road, known as Nagendra-nath Road, and partly by land of Debuttar Estate leased out to late Gopal Pal.

On the East: By land belonging to Debuttar Estate and proposed to be developpe through an another agreement executed between the landlords and M/s. Akshat Developers (P) Ltd. for construction of housing complex by name ANAND VIHAR.

On the West : - By boundary wall and thereafter premises no 17, Nagendra Nath Road, belonging to the Debuttar Estate and leased out to late Gopal Pal.

C.F. paid Rs. 1/-

Affidavit

Before the Notary Public Barasat, North 24-Pgs.

I, Sree Dilip Kumar Dutta, son of late Patit Paban Dutta aged about 62 years, by faith hindu by occupation Retired residing at 9, Shyama Charan Dey street, P.S. Amherst street, Kolkata - 73 do hereby solemnly affirm and declare



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 10 -

as follows :-

1. That I am one of the Shebaita and Trustees of Gree Sree Narayan Jiew and am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

2. That the contents of this petition made in the foregoing paragraphs are true to my knowledge and the rest are my submission before the Id. court.

Sd/- Dilip Kumar Dutta,
Signature of Deponent.

Solemnly affirmed before me this 20th day of Feb. 2003.

known to and Identified by me.
Sd/- Kasinath Mukherjee, Adv.

duly identified by K.L.Mukherjee, Adv.
Sd/- B.K. Som, Notary,

Typed by :

amal das gupta.
17/19/03

Date of Application for the copy	Date fixed for notifying the request number of Stamps and folios	Date on which the copy was ready for delivery of the Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant
1.9.03	5.9.03	5.9.03	18.9.03	18.9.03

Annexure - D

India Non Judicial stamp paper - 100/-

Filed on 20th Feb. 2003.

This Agreement made this the 26th day of July Two thousand and Two.

Between

Sri Sri Iswar Narayan Jiew represented by Trustees and Shebaitis
 1. Sri Dilip Kumar Dutta and 2. Sri Sandip Kumar Dutta, both sons of late Patit Baban Dutta, bety by caste Hindu, by profession service, both residing at no 9, Shyama Charan Dey street. within the police station of Amherst street, Kolkata 700 073 as joint Shebaitis of Sri Shri Iswar Narayan Jiewa hereinafter called the owners/transferors/shebaitis(which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors in office executors, administrators and representatives) of the First Part.

And

M/s. Akshat Developers private Limited a company within the meanin of companies Act, 1956 having its registered office at 225, C . A.J.C. Bose Road, ~~within~~ within the police station : Ballygunge, Kolkata - 20, represented by their Director Shri Narendra Kumar Poddar son of late Anandilal Poddar hereinafter called the developers/promoters (which



OFFICE OF THE

Application
Authentic
Expense
Receipt
Others

Total Rs. -

56.00
15.00

71.00





Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 2 -

expression shall unless excluded by or repugnant to the subject or context shall deem to mean and include its successors or successors in interest in office) of the other part.

Whereas Akshoy Kumar Dutta since deceased was the grand father of late Patit Paban Dutta and great grand father of the present Shebait of the First Part was originally the owner of premises no 369, Satgachi, Dum Dum Dist. North 24-Pgs. which was subsequently known as 7, Nagendranath Road, and at present numbered as nos 17, 18, 19 Nagendranath Road, with in the police station, Dum Dum Dist. North 24-Pgs. amongst other properties within kolkata and 24-Pgs. (N)

And whereas by virtue of his last will and testament dated 4th February 1914 the said Akshoy Kumar Dutta dedicated the said premises no 369, Satgachi Dum Dum along with his other properties to the ancestral deity Sri Sri Iswar Narayan Jieu appointing himself as the First shebait, inter alia, providing that on his demise, his wife Srimati Bhubaneswari Dassi since deceased, would be the shebait and after her death his foster daughter Srimati ~~Rani~~ Santa Kumari Dassi, mother of Late Patit Paban Dutta, down to her son sons son and so on in succession would be the shebait of the said Deity Sri Sri Inswar Narayan Jieu. After the death of the said Akshoy Kr.



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 3 -

Dutta, the first Shebait according to the provisions of his said will, which was duly probated by the Hon'ble High court of judicature at fort william in Bengal on 5th January 1925 his wife Srimati Bhubaneswari Dassi became the Shebait of the said Deity and on her death Srimati Rani Santa Kumar Dassi his foster daughter became the shebait and on her death her only son patit Paban Dutta the father of the present Shebaits became the sole Shebait and on the demise of the said Patit Paban Dutta, his two sons the present Shebaits became the said will and are the present Shebaits of the Debutter Estate of Sri Sri Iswar Narayan Jieu being the party of the first part. And whereas the debutter estate became the absolute owner in respect of 6 1/2 bighas of land which situate at premises nos 17, 18, and 19 Nagendranath Road, now within ward no 26 of south Dum Dum Municipality more fully described in the First Schedule hereunder written.

And whereas the party of the first part Sri Dilip Kumar Dutta and Shri Sandip Kumar Dutta are the present Shebaits of the Said Debutter Estate Shri Shri Iswar Narayan Jieu and for long since the income from the said property was almost spent for undertaking the essential expenses and defraying taxes and other expenses and as such the income therefrom was not sufficient to perform the daily seva puja and ceremonial functions



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 4 -

of the delity and the Shebait's ~~wagixg~~ being unable to collect fund and resources to meet the cost for maintenance of their families and to meet the costs of maintenance of the dilapidated buildings which were constructed more than 100 years ago were on the lookout for promoters / developers who would agree to complete a project on terms negotiated and settled by and between them and the promoter.

And whereas the said Debutter Estate in such a situation had been inquest of some promoters/developers with a view to develop the said Debutter Estate and in course of time M/s. Akshat Developers pvt. Ltd. came forward and after bilateral talk the said Developers/promoters had placed a schedule for development of the said Debutter Estate materialisation of the said scheme, the shebait's the party of the first part herein commenced an application before the ld. court of the District Judge at Barasat, North 24-Pgs. and the said application was registered as Misc. Case no 149/1991 and in the said Misc. Case the same scheme as was given by the developers/promoters was placed and after hearing of the said Misc. Case the ld. Dist. Judge North 24-Pgs. at Barasat was so pleased to accord permission to develop a plot of land measuring are a 3 bighas a little more or less out of the property described in the First schedule and the said order was passed by order no 8 dated 30.9.91. and soon after obtaining the said order



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 5 -

development of the said area of 3 bighas was undertaken in terms of the scheme and in due compliance of the order passed by the Id. Dist. Judge.

And whereas the party of the first part i.e. the shebait of the Debuttar Estate now desire to develop a further portion of land measuring 2(two) Bighas 7(seven) cottahs 11(Eleven) chattaks 7/2 (seven and half) square feet of land more fully described in the Second Schedule hereunder written out of the first schedule.

And whereas the said Developers/promoters namely M/s. Akshat Developers (P) Ltd. came forward with a ~~proposal~~ proposal for developing the said portion of land of the Debuttar Estate described in Second Schedule by way of constructing a housing complex consisting of multistoried buildings with self contained residential flats or apartments providing other facilities and amenities, shop rooms, car parking space and courtyard in accordance with the building plan to be sanctioned by the south Dum Dum Municipal authorities.

And whereas it was mutually agreed by and between the parties that the party of the first part shall get 6(six) on the second floor in every of the buildings to be constructed by the party of the second part in the land described in the second

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Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 6 -

schedule ~~with~~ hereunder written and the said flats shall have super built up areas aggregating a total area of 5500 square feet more or less exclusively for debuttar Estate with all amenities, electricity fixtures with separate electric meters with water supply and other common facilities.

And whereas the promoters/developers agree to do and complete the construction works of the said projects on the demised land mentioned in the Second Schedule within a period of 24 (twenty four) months from the date of sanction of the proposed building plan by the local municipal authority and on obtaining vacant possession of the land described in the Second Schedule from the present occupiers/sublessees and on obtaining necessary permission from the Id. court of the Dist. Judge at Baraset, whichever is later.

And whereas all the 6 (six) of Debuttar Estate will be delivered by the party of the second part within a period of 3 years from the date of Bhumi Puja and the said flats shall be of superior quality with Mosaic flooring wooden doors and fabricated steel windows to be completed with all superior quality fittings and fixtures, electrical wiring, water supply, M.s fabricated grills etc. conforming to the specification annexed herewith.

And whereas the promoters / developers has paid this day a



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 7 -

sum of Rs. 5000/- (Rupees five thousand) only as interest free security deposit unte and in favour of the party of the first part and the party of the first part hereby acknowledge the receipt of the same and shall refund the same simultaneously with the handing over the physical possession of the said 6 (six) flats mentioned herein above unte and in favour of the party of the first part free from all encumbrances.

And whereas all legal expenses and other impositions shall be borne by the party of the second part.

And whereas the promoters/developers as agent of the party of the first part shall exclusively take the responsibility to negotiate with the present sub-lessees /occupiers for their removal from the demised land and to vacate the said premises at the cost and expensed of the promoters/developers and the promoters/developers shall have the right to enter into the said property soon after the present lessee, sublessees /occupiers quit and vacate the physical possession in favour of the party of the first part.

And whereas the owners/sherbaits agree to transfer their development rights over the said property to the promoters developers to construct buildings thereon and the defelopers promoters shall have every right to sell and/or lease out the flats, shop rooms and other constructed areas contained in the

Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 8 -

buildings to be constructed by the developers/promoters in the land described in the Second Schedule hereunder written.

And whereas the owners/shebaitis have agreed to put up the promoters/developers into actual peaceful vacant possession of the said property described in the Second schedule hereunder written to enable them to develop the same to make and/or prepare the scheme on or over the demised land and to sell and/or lease out the flats and shop rooms on the terms and conditions as has been agreed by and between the parties here to.

And whereas all liabilities in respect of the arrear taxes the rents of whatsoever nature of the said property more fully described in the second schedule hereunder written and payable in the share of the owners/shebaitis as on the date of delivery of vacant possession of the flats of debuttar Estate shall be borne by the developers/promoters and the said payment will be treated as security deposit of this agreement.

And whereas the promoters/developers will have the right to construct multistoried buildings on the demise land as mentioned in the Second Schedule hereunder as per plan to be sanctioned by the South Dum Dum Municipal Authority.

And whereas the promoters/developers will have the right to sell/lease out the flat or flats shop room or rooms to the



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 9 -

intending buyer or buyers in respect of the allocation of the developers/promoters and developers / promoters allocation shall mean and include the entire constructed areas along with proportionate share in land underneath save and except the allocation of the owners/shebaitis to the extent of 5500 square feet a little more or less constructed areas comprising of 6(six) flats on the Second Floor along with proportionate share in land underneath to make it clear save and except the said allocation of owners/shebaitis the entire remaining portion of the constructed areas along with proportionate share in land underneath shall be deemed to be the allocation of the Developers/promoters over which the promoters/developers shall have every right to sell or lease out the constructed areas comprising of flats , shop rooms and parking space to the intending buyer or buyers provided the flats for the debuttar estate is fully and completely constructed and handed over in vacant and peaceful condition to the party of the first part simultaneously with the execution and registration of deed of exchange in favour of the promoters/ developers or their nominee or nominees in respect of the land and buildings thereon. Provided further that till the happening of such event, no final registration of documents will take effect in respect of any sale or lease out of flats rooms in the buildings to be constructed on the demised land.



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 10 -

And whereas the promoters/Developers agree to develop the said land and to convert the land into suitable high land as may be needed for construction of buildings and thereafter to construct buildings thereon exclusively at the cost of the promoters/Developers.

And whereas the demise land do not come within the purview of urban land (ceiling and regulation) Act , 1976 before handing over actual physical possession to the promoters/developers, permission from the competent authority under the said Act, should the exigencies require,, will be produced and such procurement will be made through the agency of the promoters Developers for which the promoters / developers will spend necessary amount towards remuneration of the persons to be engaged in this behalf and all other incidentals and expenses with regard thereto and the party of the first part shall sign all necessary papers, documents for such permission.

And whereas simultaneous with the execution of this agreement the owners/shebaitis shall execute and register a limited power of Attorney in favour of the promoters/developers or their nominee or nominees only for the purpose of execution of construction work and for entering into agreement for sell or lease at their risk and cost but the execution and registration of deed of conveyance in respect of Developers/Promoters



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 11 -

allocated areas along with proportionate share in land underneath shall be made after execution and registration of the Deed of Exchange.

And also whereas immediately after execution of this agreement the promoters/Developers shall have the right to publish advertisements in various daily news papers for securing intending buyers of the proposed flats/appartments shop rooms and other constructed areas and the promoters/developers shall have further rights to instal a sign board on the said proper and the owners/shebaitis shall have no right to oppose the same

Now this agreement witnesseth as follows

Article - 1 Definitions

Unless in these there is something in the subject or context repugnant to or inconsistent therewith.

1. Architect: Shall mean person or persons or firm or firms who may be appointed as Architect of the said project by the promoters/developers.
2. Buildings shall mean the building or buildings intended to be constructed on the demised land containing several residential flats and/or apartments and or bungalows and/or shop rooms and shall include other allied utilities, passages, tenements parking and other spaces intended for the enjoyment of the flats and/or apartments and/or shop rooms by its occupants including all common space thereof.

2 COPIES
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Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 12 -

3. Name of the housing complex the name of the housing complex or project shall be ANAND VIHAR (Phase-II)
4. Building plan shall mean the plan or plans which may be approved by the South Dum Dum Municipality and shall include any amendments thereto and/or modifications thereof caused by the ~~Municipal~~ Municipal Authorities.
5. Common Facilities: Shall mean and include corridors pathways, passages, garden, park and other spaces and facilities whatsoever required for the establishment, location, enjoyment provision, maintenance and/or management of the building and/or buildings and the common facilities or any one of them shall be in accordance with the sanctioned plan for the entire housing complex.
6. Premises shall mean part of the premises no 18 Nagendra nath Road, Police station : Dum Dum Dist. North 24-Pgs. more fully and particularly described in the Second Schedule hereunder written.
7. Saleable space: All the multistoried buildings excluding the flats for debuttar Estate and the space in the building available for independent use and occupation together with common facilities and amenities which will be at the disposal of the promoters/developers.

Articles II - Title and Declaration :

1. The owners/transferors / shebaitis hereby declare that they



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 13 -

are the sole trustees and have good and absolute right title and interest on the said premises without any claim, right, title or interest of any other persons claiming under or in trust for them and the owners/transfers / Shebaitis have a good and marketable title to enter into this agreement with the promoters / developers as a part of the land described in First schedule is under development by the party of the second part in terms of order being order no 8 dated 30.9.91. passed by the ld. court of District Judge at Barasat in Misc. Case no 149/1991.

ii. The owners/transfers/shebaitis hereby also undertake that the promoters/developers shall be entitled to construct and complete the buildings on the said property agreed by and between the parties hereto without any interference from the owners/transfers / shebaitis or any person or persons claiming through, under or in trust for them

iii. Not with standing anything contained hereinbefore each party shall have the right to sue for the specific performance with or without damages.

Article - II- Exploitations and Development Rights.

1. The owners/transfers/shebaitis hereby grant exclusive and sole right to the promoters / developers to build upon and commercially exploit the said property for construction of flat or flats or apartments and/or shop rooms in



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 14 -

accordance with the building plan. It is mutually agreed that in accordance with the Municipal Rules and Regulations, the promoters/developers will be entitled to construct Multi storied buildings on the said property.

ii. The owners/transferors/shebaitis, at the cost of promoters/developers agree to sign from time to time necessary drawings/papers plan or plans as may be necessary to be submitted to the Municipal authorities and/or appropriate Government or other authorities for sanction, permission, clearance or approval of the plans as shall or may be required for the construction of the buildings on the said property. The promoters/developers shall cause all change, if necessary, to be made in the plans as may be required by the Government or authorities as aforesaid and comply with any sanction/permission/clearance or approval as aforesaid.

It is ~~now~~ however, expressly made clear that the promoters/developers are responsible in all respects in obtaining permission/clearance and getting the plans sanctioned to facilitate the construction of the multi storied buildings on the said property described in the schedule hereunder written.

The owners/Transferors / Shebaitis agree to extend all help to the promoters/developers by signing all executing all documents required for obtaining necessary sanction and perm-



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 15 -

permission for completion of the proposed project.

Article - IV- Date of effect of Agreement

This agreement shall be deemed to have been effected on and from the date of obtaining sanction from the District Judge at Barasat, North 24-Parganas, sanction of the building plans by the Municipal Authorities and obtaining vacant possession of the land from the present occupiers and/or lessees / sub-lessees and all acts deed and things done by the promoters/ developers on the basis of the terms and ~~conditions~~ conditions herein contained are ratified and confirmed by this agreement.

Article V Building materials and service connections.

The promoters/developers shall be authorised in the name of the owners/transferrors/shebaitis as is necessary to apply for and obtain quotas / entitlement and other allocations of cement steel, brick and other building materials exclusively for the construction of the buildings on the demised land and similarly obtain service connection for water electricity telephone gas and other amenities and other inputs and facilities required for the construction and/or enjoyment of the proposed project and the owners/transfers/shebaitis shall execute such documents in favour of promoters/developers for obtaining such permission and sanctions from the authorities.

It is further agreed and understood that the promoters/ Developers shall be solely liable and responsible for all



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 16 -

such allocations of cement steel, brick and other building materials and service connections for water, electricity telephone, gas and other amenities and would be exclusively liable to pay all the costs charges and expenses thereof. The owners\$transferors/shebaitis shall give the promoters/ developers exclusive undisputed right for construction of building and/or buildings on the said premises.

Article VI payment and consideration :-

The promoters / developers shall construct and complete the said project in accordance with the plan to be sanctioned by the Municipal authorities and shall deliver vacant possession of the flats of Debuttar Estate to the owners/transferors/shebaitis complete in all respects including electricity, water supply and sanitary installation with fittings and fixtures and simultaneously the owners/transferors/shebaitis shall execute and register a deed of exchange in favour of the promoters/developers or their nominee/nominees for sale / lease out of the flat or flats in the remaining portion of the multistoried buildings of the project to the intending buyer / buyers and/or their nominee/nominees. The promoter / developer shall be entitled to deal with and dispose of and enter into contracts or agreements for sale and transfer of the flats/apartments and/or shop rooms in their own name together with right to procure buyers for the multi storied buildings



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 17 -

to be constructed in the schedule property mainly for promoters/ developers portion and for which no further written consent ~~for~~ from the owners/transferrers/shebaitis shall be required.

The conveyance referred to in this agreement to be executed by the owners/transferrers/shebaitis in favour of the promoters/ developers and/or nominee or nominees of the promoters/ developers shall also be made over by the promoters/developers to the transferee/transferees.

The promoters / developers shall be entitled to dispose of and/or entire into contract for sale or transfer of only those flats and shop rooms excepting the flats for the Debuttar Estate to be delivered to the owners/ transfers / shebaitis.

Article - VII - Right of the promoters/developers:-

i. The promoters/developers shall make over possession of the self contained flats to be constructed for the Debuttar Estate to the owners/transferrers/shebaitis in accordance with this agreement after completion of the said flats in all respects and the owners/transferrers/shebaitis will have the right to supervise the said construction from time to time relating to the portion to be handed over to the Debuttar Estate. The flats of the debuttar Estate to be constructed as per design



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 18 -

drawing s and specifications to be prepared by the promoters/ developers and shall be approved by the owners/transferors shebaitis before such plans, designs and drawings are submitted to the Municipal Authorities for their final approval and sanction and it is fur therexpressly agreed that without such design, drawings and specifications being approved and/or ratified by the own rs/transferors/shebaitis, the same would not be filed to the Municipal Authorities for their approval and sanction.

ii. The owners/transferors/shebaitis shall make over the demise land to the promoters/developers with the execution of this agreement andthe promoters Developers shall negotiate with the present lessees / Sub-lessees/Occupiers for their removal from the land and vacating the said premises for c construction of the project and expenses, if any in this regard shall be borne by the promoters/developers. And on evicting the tenant therefrom the developers/promoters shall have all liberty to demolish the old structures and buildings in the property.

The promoters/developers further agree and undertake that the owners/transferors./ shebaitis would not be in any way liable and/or answerable to the various person or persons from whom the promoters/developers would received amount or amounts by way of booking and reservation af flat and flats and/or



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 19 -

shop rooms proposed to be built on the said property.

Article VIII! - Miscellaneous:-

i. The owners/transferors/shebaitis and the promoters/develop-
 ers enter in this agreement purely on a principal to prin-
 cipal basis and nothing stated herein shall be deemed to be or
 construed as a partnership between the promoters/developers a
 and the owners/transferors/shebaitis or a joint venture betwee
 the two parties, and nor the promoters/developers and owners/
 transferors/shebaitis in any manner shall be deemed to consti-
 tute an association of person or persons . Each party shall
 keep the other party indemnified from and against the same.

ii. The owners/transferors / Shebaitis or the promoters/
 sdevelopers as the case may be shall not be considered to
 be in breach of any obligation hereunder the extent that the
 performance of the relative obligation unless prevented by th
 existence of a force Majeure, Fore Majeure shall expressly
 mean floods, earthquake, war and storm and anything beyond
 the control of the parties affected hereby and in such event
 the promoters/developers undertakes to redeliver, peaceful an
 vacant possession of the said property to the party of the fi
 first part.

iii. It is under stood that from time to time to enable
 the construction of the building by the promoters/developers
 various a



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 20 -

various acts, deeds matters and things not hereina specifically referred to, may be required to be done by the promoters/ developers for which promoters/developers may require the authority of the owners/transferors/shebaitis and various applications and other documents may be required to be signed or made by the owners/transferors/shebaitis relating to which no specific provisions has been made herein. The owners/transferors/shebaitis hereby authorise the promoters/developers to do all such legal acts, deeds, matters and things and agree upon being required by the promoters/developers in this behalf to execute such documents as may be required by the promoters/ developers for the purpose as also agree to sign and execute all such additional applications and other documents as may be required legally for the purpose of construction of the project.

iv). The promoters/developers shall be entitled to all further vertical and horizontal explotations of the said project whether by way of additional construction on the buildings to be constructed or otherwise, save as may be expressly provided in the agreement, as per sanction of the Municipal Authority.

v. Any notice required to be given by the promoters/developers shall without prejudice to any other mode of service available be deemed to have been served on the owners/ transferors/shebaitis if delivered by hand or sent by prepaid



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 21 -

registered post with A.D. to the owners/transferrers/shebaitis, at their address mentioned hereunder and shall be deemed to have been served and vice versa.

vi. Nothing in this presents shall be construed as a demise or assignment of conveyance in law in respect of the said property or any portion thereto for creating any right title and interest in respect thereof in favour of the promoters/developers other than an exclusive Licence to the promoters/developers to commercially exploit the property.

vii. If at any time the owners/transferrers/shebaitis shall be held liable for the wealth tax and or income tax and or Municipal tax in respect of the property subsequent to the date of commencement of this agreement relating to the proposed construction and/or development, then in that event the promoters/developers shall indemnify and keep the owners/transferrers/shebaitis indemnified for all taxes and/or penalties to which the owners/transferrers/shebaitis may become liable and or all actions, claims and/or proceedings in respect thereof.

viii. In case the promoters/developers fail and/or wilfully neglect to start construction work of the flats for the Debattar Estate and complete the said flats in all respects fail to hand over the same to the owners/transferrers/shebaitis within the stipulated period as aforesaid, the owners/



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 22 -

transferors/shebaitis would be entitled to forthwith cancel and/or rescind this agreement and re-enter into the possession of the said property forthwith and the promoters/developers further agreed and/or undertake to hand over possession of the said land and building or buildings standing thereon to the owners /transfer/shebaitis and the promoters/developers and/or the third parties would have no right, title, and interest in the said land, building or buildings in any manner whatsoever.

ix. As and from the date of completion and transferring the said flats for debuttar Estate in favour of owners/transfe rors/shebaitis, the promoters/developers and/or the purchasers transferee of the flats/apartments shop rooms etc. of the bu-ildings shall be liable to pay and bear proportionate charge on account of the ground rent electricity water tax, wealth tax and other taxes as may be payable in respect of the said property.

x. The owners/transferors/shebaitis shall have no respon-sibility for debts, and liabilities of the promoters/developers that to be incurred in course of construction of the project in any manner whatsoever.

Article IX - Arbitration

All disputes and differences between the parties hereto arisi-



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 23

arising out of this agreement regarding the construction or interpretation of any of the terms and conditions therein contained or determination of any liability or touching this presents shall be referred to the advocates of both parties and in the event of disagreement between the parties, the same shall be referred to the arbitrators one to be appointed by the owners/transferrors/shebaita and other to be appointed by promoters/developers preferably the Arbitrators will be advocates and/or solicitors of respective parties within the meaning of the arbitration and conciliation Act, 1996 or any statutory enactment or modification thereunder and the award given by such Arbitrator or Arbitrators shall be binding and conclusive on the parties hereto and in case of difference of opinion between the arbitrators, the matter should be referred to the competent court of law for opinion and for decision.

The first schedule above referred to

All that piece and parcel of land and premises measuring 6 1/2 bighas more or less belonging to the Debutter Estate of Sri Sri Iswar Narayan Jieu Thakur and situate at nos 17, 18, and 19 Nagendranath Road, Dum Dum originally premises no 369, Satgachi Dum Dum subsequently known and numbered as no 7, Nagendranath Road, and thereafter as no 14, Nagendranath Road, in P.S. Dum Dum Dist. North 24-Pgs. being within Touzi no 169, 182, and 3/162 comprised in Dag nos 4338, 4339, 4340, 4341, 4342, 4343



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 24 -

4344, 4345, and 4346 in Dum Dum Municipality and butted and bounded in the manner following that is to say:-

By boundary wall of the property of Debuttar Estate hereby proposed to be developed for construction and thereafter the land partly

On the North : Know as Bhagat Sen's garden and partly as Baikamath Duttas garden, now plotted in several plots and sold to several persons.

On the south : Partly my municipal Road, known as Nagendranath Road, (old setgachi Road) Dum Dum and partly by land adjoining to a Darga.

On the East : Partly by land adjoining to a darga and partly by the land of Bhagat Sen.

On the West : Partly by the plot of Sri Jahar Sadhukhan and Partly by the plot and building of Sri Amalyadhan Bhattachar.

The second schedule Above Referred to :

(Land to be developed)

All that piece and parcel of land measuring 2 (two) Bighas 7 (seven) cottaks 11(eleven) chatacks 7 1/2 (seven and half) square feet more or less together with buildings, sheds, quarters, go down's, stopping spaces, boundary walls with land appertanants thereon or therein and other things attached thereto as shown in the plan annexed hereto and delineated



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 25 -

with Red borders belonging to the debuttar Estate of Sri Sri Iswar Narayan Jieu Thakar and situate at part of No 18 Nagendranath Road, Dum Dum being a portion of premises no 369 Satgachi, Dum Dum Subsequently known and numbered as no 7 Nagendranath Road, and thereafter as no 14, Nagendranath Road, within the police station: Dum Dum, Dist. North 24-Pgs. being within Touzi no 169 and 182, comprised in C.S. Dagno 1500, 1501, and part of 1498, 1499, 1502, 1503, 1504, and R. S. Dag nos 4342, 4343 and part of 4340, 4341, 4344, 4345, and 4346 under khatian nos 443, 444, 445, 2264 and 2265 in South Dum Dum Municipality and being part of land under First Schedule as shown and delineated in RED border in the annexed map of plan which is a part of this document and butted and bounded in the manner following, that is to say.

On the North : By boundary wall of the property of Debuttar Estate hereby agreed to be developed for construction of housing complex and thereafter the land known as Baidyanath Duttas garden now plotted in several plots and sold to several person

On the South : Partly by municipal Road, known as Nagendranath Road, and partly by land of Debuttar Estate leased out to Late Gopal Pal.

On the East : By land belonging to Debuttar Estate and propose to be developed through an another agreement executed between the landlords and M/s. Akshat Developers(P) Ltd. for



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 26 -

construction of housing complex by name Anand vihar.

On the West : By boundary wall and thereafter premises no 17 Nagendranath Road, belonging to the Debuttar Estate and leased out to late Gopal Pal.

In Witness where of the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

Signed sealed and delivered by the owners and developers

at Kolkata in presence of the

witnesses :

1. Sd/- Sudip Kr. Dutta. 9.S.C. D. Street Kol - 73.
2. Sd/- B.D.Mundhra, 24-Park Street Development house 3rd floor, Kolkata 700016.
For Sree Sree ^{Rajkumar} ~~Prasad~~ Jieu Thakur.

1. Sd/- Dilip Kumar Dutta.

Sd/- Sandip Kr. Dutta.

Signature of the party of the First part.

For Akshat Developers(P) Ltd.

Sd/- Illegible,

Drafted by me.

Sd/- Nirmal Chandra Ojha, Advocate 21.M.N.C.Road, North 24-Pgs



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 27 -

Annexure - A

To the agreement dated the 26th day of July 2002.

Specifications

for flats of debuttar Estate.

Construction : R.C.C. frame with brick built structure will be provided. 2*-

Water supply : 24 hours water supply will be provided through overhead tank and G.I.Pipe line.

Flooring : Cast is ~~not~~ situ coloured Mosaic will be provided in rooms kitchen, toilet, varandah etc.

Kitchen : Black stone platform, porcelain sink, glazed tiles dado upto 2' on platform will be provided.

Toilet : Glaze tiles dado upto 6' high english and indian type pan, c.P. shower, One C.P. bib cock, one abulation tap with concealed G.I.Pipe line will be provided.

~~Windows:~~ Doors: Wooden frame (Sal wood) and door (Holtak/gamer i) will be provided, godrej door lock on main door will be provided.

Windows : Fabricated steel window fitted with glass and grill

Electric: concealed P.V.C. (wiring (cu wire) Rooms, 2,2, Lights, 1 fan, 1 plug, 1 regulator, dining/dining , 2 lights, 1 fan and regulator, kitchen/toilet 1 light 1, 15A plug point and exhaust fan point and one T.V. Antenna point, and telephone point in living room.



Date of Application for the copy	Date fixed for notifying the requisit number of Stamps and folios	Date of delivery of the request Stamps and folios	Date on which the copy was ready for delivery	Date of Marking over the copy to the Applicant

- 28 -

colour : Plaster of paris and washable distemper inside of room/liv-/ dining cement paint on outside.

Sd/- Dilip Kumar Dutta.

Sd/- Sandip Kumar Dutta.

Signature of the owners/shebaitis.

for Akshat Develppers (P) Ltd.

Sd/- Illegible,

Signature of the promoters/developers.

Typed by :


amel das gupta.

17/9/03





Examined and found to be a true
copy and correctly stamped
SK Handled by
18/5/03

CERTIFIED TO BE TRUE COPY
B. Mills
 Head Copying Clerk
 Madras Indean Copying Department
 18/9/03

Certificate No. : A-63739

Date 14/06/18



SOUTH DUM DUM MUNICIPALITY

Nager Bazar, Kolkata - 700 074

MUTATION CERTIFICATE

To Whom It May Concern

URGA ID- 34375

Circle No. 6

Ward No. 24

Certified the holding No. 25 Street NAGENDRA NATH ROAD Old holding No. 1B

Stands in favour of:

(1) SRI SUDIP KUMAR DUTTA S/O LATE DILIP KUMAR DUTTA



Land area of the plot is 64-KATHA 11-CHATAK 7.5-SFT.
WITH THREE BLOCK OF V STD BLDG. (BLOCK-A, B, C) REST LAND AREA
VACANT & CI/ABB SHED MEASURING-33 KT-B CH-4 SFT
Vacant land/BUILDING/Flat/et

As per Deed
MOUZA : SATGACHI J.L.NO.-20
C.S.KHATIAN NO:
R.B.KHATIAN NO: 443,444,445,172,2264,2265
C.S.DAG NO : 1498(P),1499-1501,1502(P),1503(P),1504(P)
R.S.DAG NO : 4346 TO 4346
C. S. PLOT :

As per Parcha
MOUZA :
J. L. NO :
KHATIAN NO :
L.R.KHATIAN NO: 471
DAG NO :
L. R. DAG NO : 4365 TO 4373

Character of the land as per Deed/Record/Parcha/ROR BASTU.

Premises No. 7, NAGENDRA NATH ROAD
KOLKATA-28

[Signature]
15.6.2018.

Circle in Charge
Assessment Department

[Signature]
Secretary
South Dum Dum Municipality

In-Charge
Assessment Department

[Signature] 15/6/18
Executive Officer
South Dum Dum Municipality

Executive Officer

P-4(v2) Date-2/8.19. Fr. C-6)

3

Form 10 (Wide Rule 6'1)
South Dum Dum Municipality
 Receipt Form (Duplicate to be filed up)

Date : 12/07/2018

2018-2019

Receipt No. 14669

Circle No. : 6

Holding ID: 36375 Ward No: 24
 Holding No.: 25 Name of the Street: NAGENDRA NATH ROAD
 Name of the Owner/Occupier : SRI SUDIP KUMAR DUTTA
 Received the sum of Rs.184078.00 (in word) Eighty four Thousand and Seventy Eight Only
 on account of old arrears rates / Property Tax / Surcharge as detailed below :

	Arrear	1st Br.	2nd Br.	3rd Br.	4th Br.	Total Ar.
Property Tax :-	.00	5975	1211.00	1211.00	2821.00	66285.00
Less Rebate :-	.00	27	27	27	1611.00	3212.00
Total	.00	525.00	1184.00	1184.00	3919.00	62893.00
21st 2017-2018 :-	22398.00				.00	22398.00
Less Rebate :-	1115.00				.00	1115.00
Total	.00	.00	.00	.00	.00	21185.00



Interest :- .00
 Penam/Penalty :- .00

Net Amount :- 21185.00 5796.00 1919.00 1919.00 2929.00 64078.00

Sudip Kumar Dutta
 BY CHD NO. 45129 DT-12.07.2018 BDT KOL-20

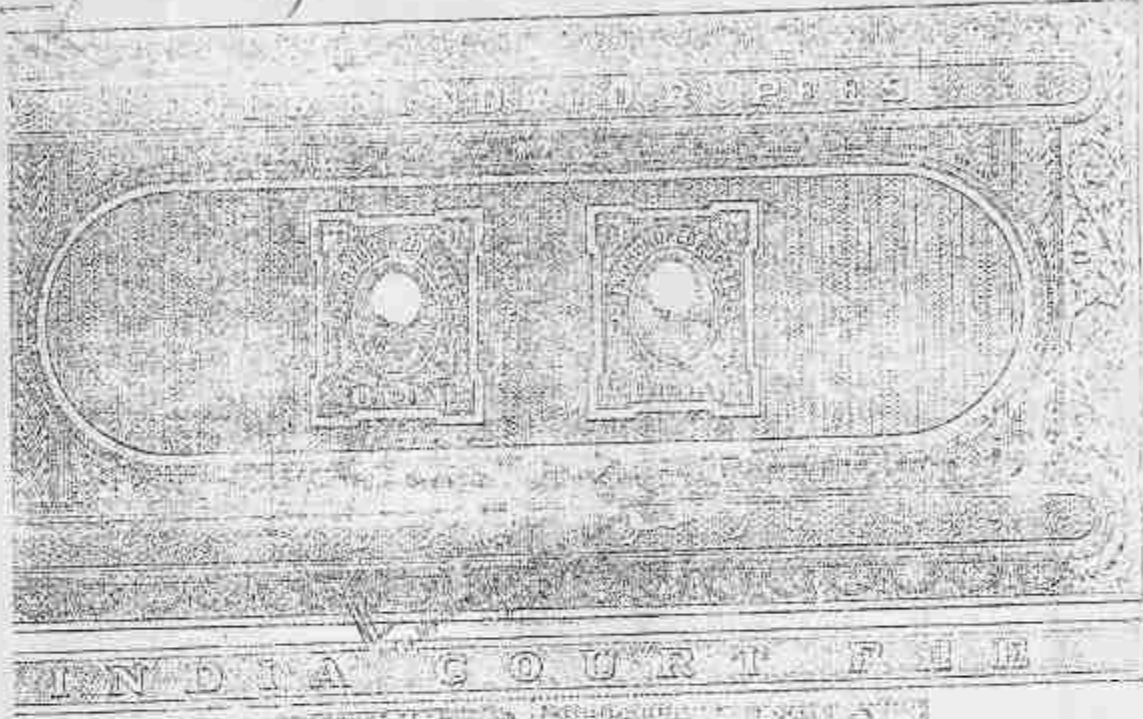
Net Amount Paid : 64078.00

Signature of the Collecting Sarkar

Vice-Chairman

Chairman





in the Goods of Akshay Kumar Gupta deceased.



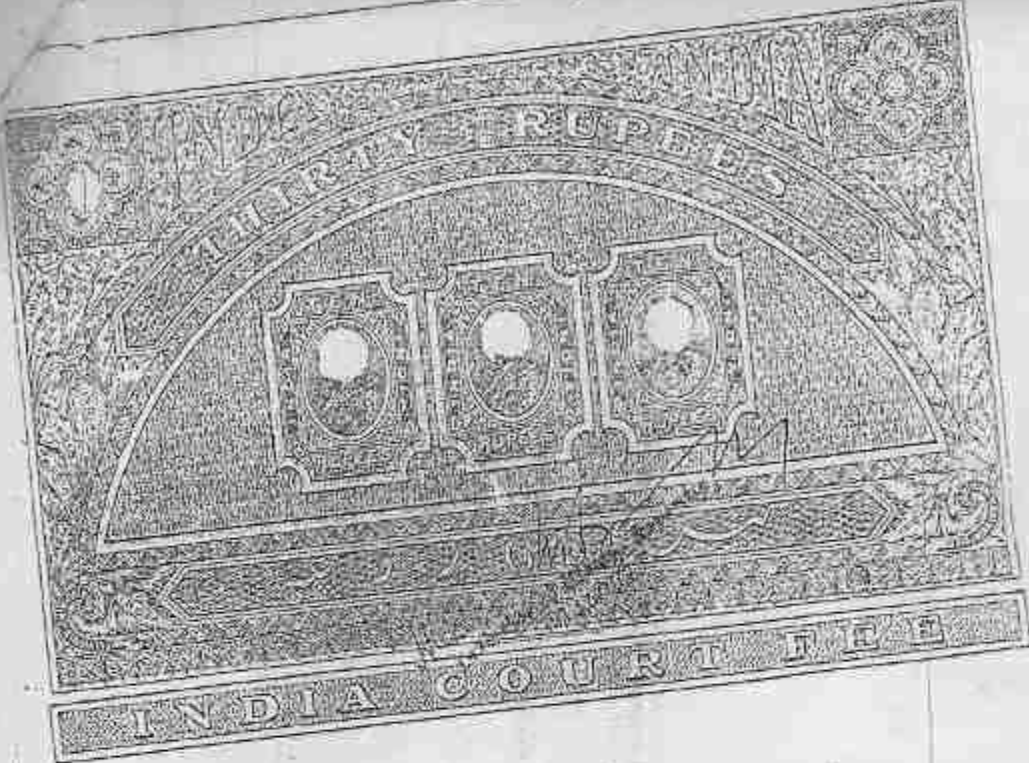
Certified that additional Court-fee

Stamps of the value of Rupees

(B. 434-1-0) Four Hundred and Thirty

four and annas one only have

This



In the Goods of Akshay Kumar Gupta decd.

This day been attached to the

Probate of the Will of the late Akshay

Kumar Gupta under the orders of

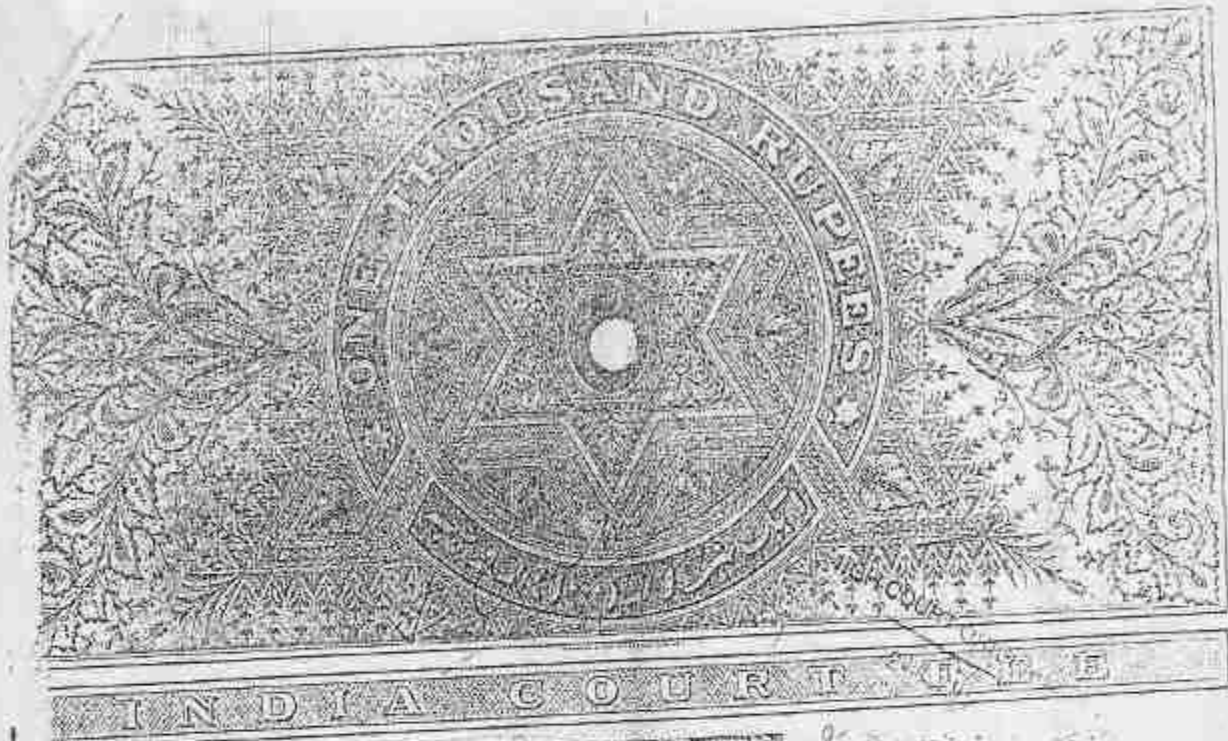
the Board of Revenue, Bengal No. 4624/95



Dated the 27th July 1925.

Calcutta Collectorate }
Dated the 7th Sept. 1925 }
N. S. S.

[Signature]
Collector of District Revenue
CALCUTTA



Probate to the Surviving Executors and Executrix.

The High Court of Judicature at Fort William in Bengal.

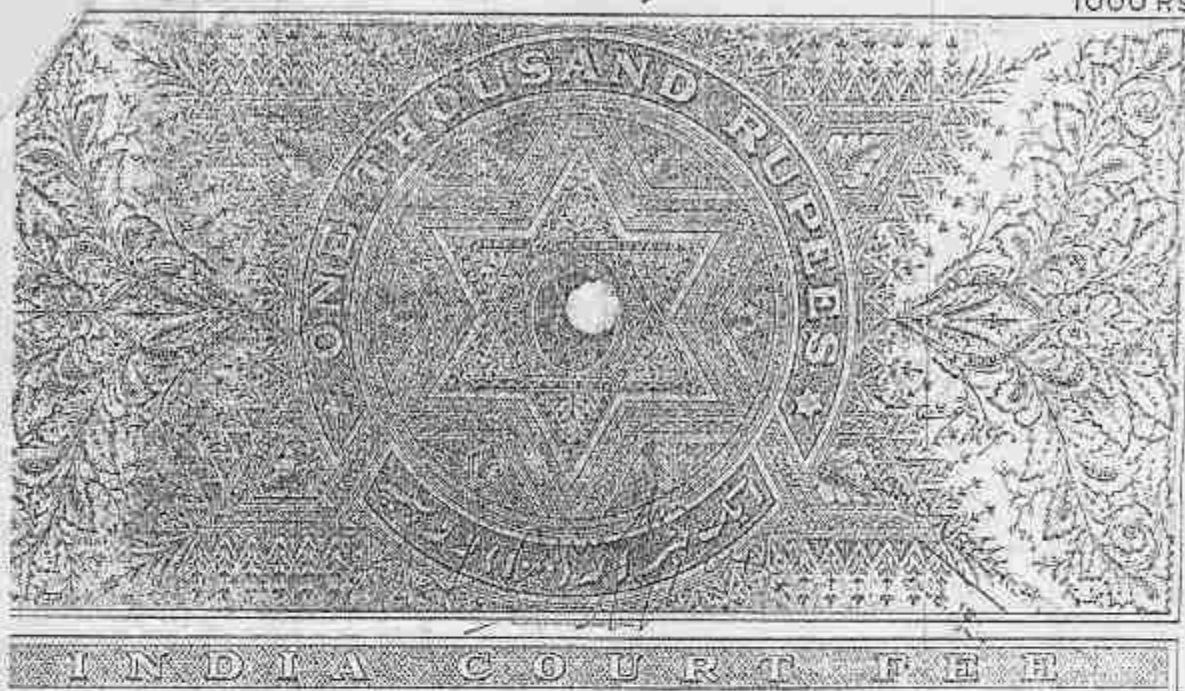
Whereby maketh known that on the fifth day
of January in the year one thousand nine hundred
and twenty five the last Will of Akshay Kumar

Datta late a Hindu inhabitant of No. 54/4 College Street in
the town of Calcutta deceased, who as appears from the minute

file

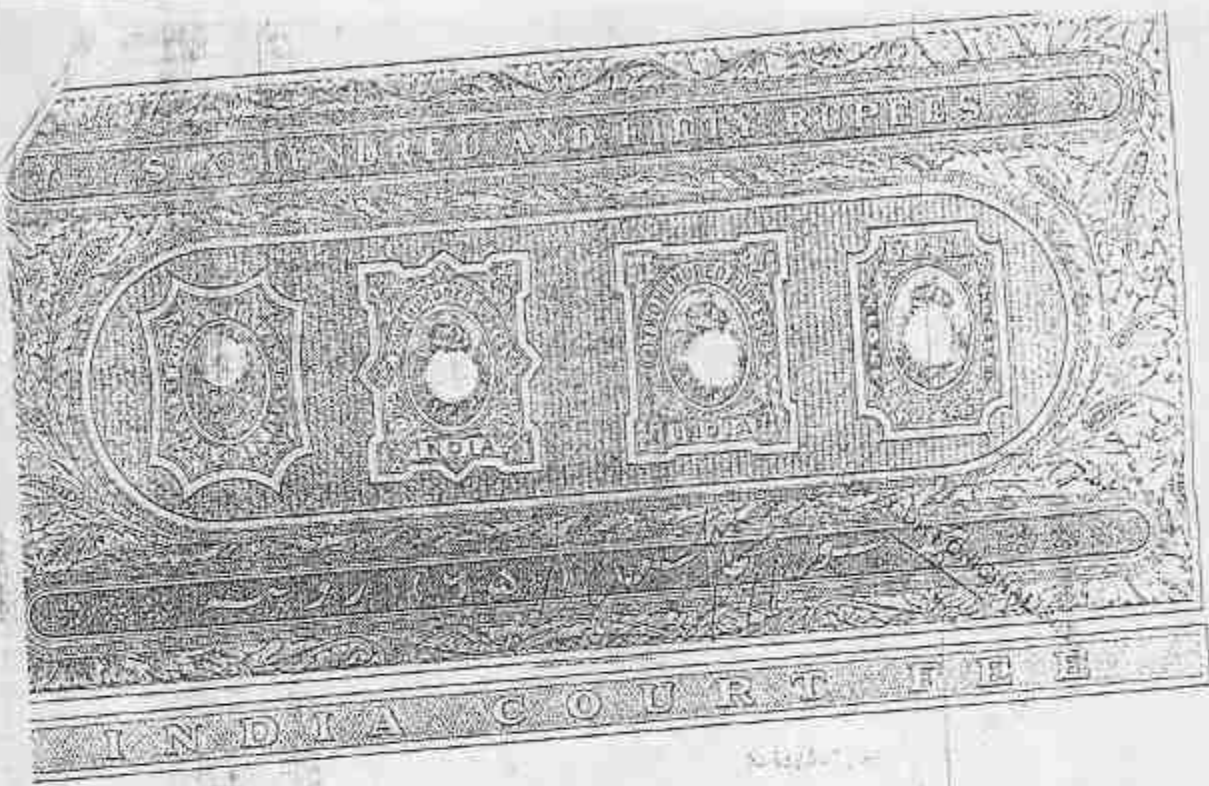
11/10/25

Witness my hand and seal this 11th day of October 1925
Name of Court
The Court

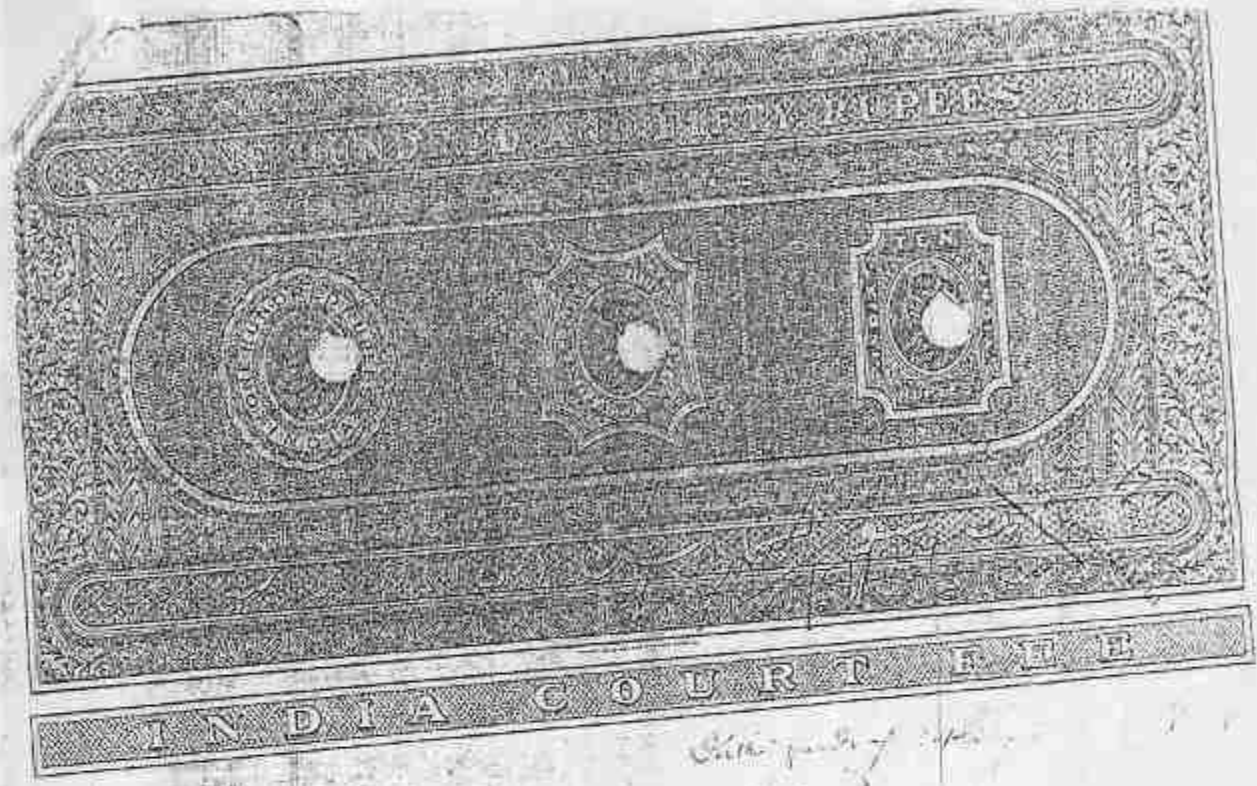


Subscribed and sworn to
by

filed herein died at Calcutta on the eighteenth day of
 July in the year One thousand nine hundred and
 twenty three (a copy and a translation whereof are herewith
 annexed) was proved and registered before this Court and his
 administration of the property and credits of the said deceased
 and in any way concerning his said will was granted to
 Sreemoti Bhubaneswari Dassi and Anukul Chandra
 Dutta both of -11, 5th College Street in Calcutta of one and one



Saroda Prasad Das of No. 94 Gwalayan Street in Calcutta
of said the surviving Executors and Executors respectively in
the said test named (with effect within the Province of Bengal)
they having undertaken to administer the said property and
credits and to make a full and true inventory thereof and
exhibit the same in this Court within six months from the
date of this grant or within such further time as the Court
may from time to time appoint and also to render to the



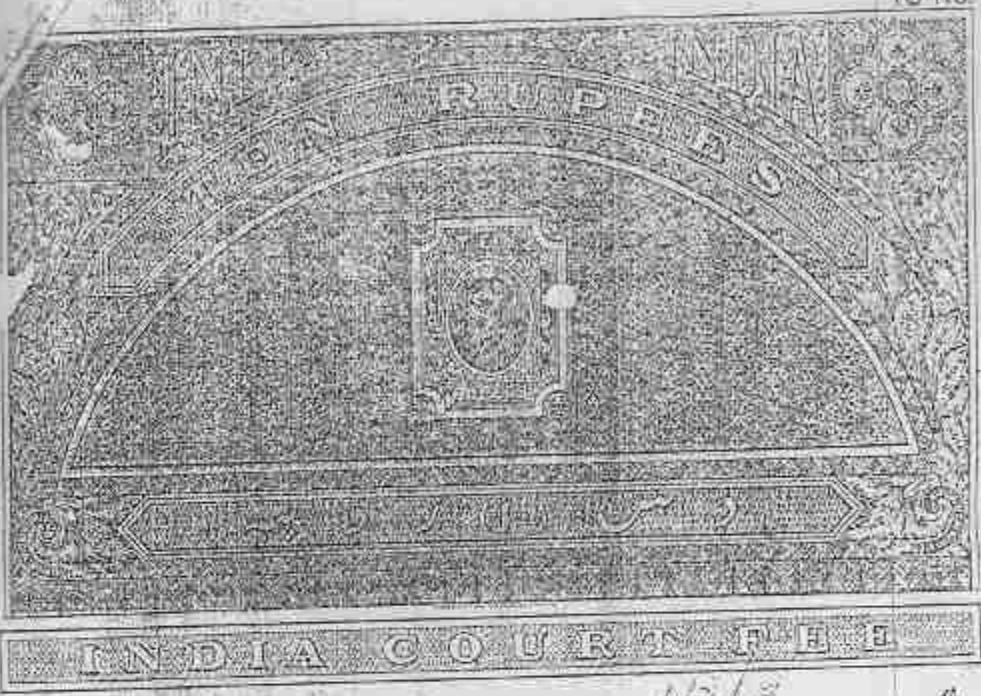
White paper of 1/2 sheet
1/2 sheet

a true account of the said property and credits within one
year from the same date or within such further time as
the Court may from time to time appoint.

Dated at Fort William aforesaid, this *eight* day of January
in the year one thousand nine hundred and twenty five.

Cham. H. Baer - Attorney.

James Cunningham
Registrar
1825



Handwritten notes and numbers at the top right of the page.

Handwritten text in the center, possibly a title or reference number.

Admission under rule 39 exempted from stamp duty under special notification No. 707 of 24 Jan 1870

Vertical list of handwritten notes on the left side, including dates like 7/2/14 and 17/2/14.

Main body of handwritten text in a South Asian script, likely Odia, containing detailed notes or a report.



Signature and the word 'Respect' at the bottom center of the page.

1944-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000

1. Name of the deceased - *Cham Chandra Bose*
 2. Name of the executor - *Atkhey Kumar Baidya*
 3. Name of the trustee - *Atkhey Kumar Baidya*
 4. Name of the beneficiary - *Atkhey Kumar Baidya*
 5. Name of the witness - *Atkhey Kumar Baidya*
 6. Name of the witness - *Atkhey Kumar Baidya*
 7. Name of the witness - *Atkhey Kumar Baidya*
 8. Name of the witness - *Atkhey Kumar Baidya*
 9. Name of the witness - *Atkhey Kumar Baidya*
 10. Name of the witness - *Atkhey Kumar Baidya*

Witnesses Atkhey Coomara Dutt

Cham Chandra Bose
 Sole Cal.

Atkhey Kumar Baidya
 Sol. Cal.

(as witness of 1st part)

III
 Presented for registration between the hours of 11 to 12 am
 on the 7th day of February 1944 at the Calcutta Registry Office
 by Atkhey Coomara Dutt son of late Sumar Chandra Dutt
 No. 54/4 Dalrymple Street Calcutta by Atkhey Kumar Baidya
 by assumption landholder.
Atkhey Coomara Dutt

Atkhey Kumar Baidya
 Sole Assessor of Calcutta

7/2/4

Execution

Execution is admitted by the above Subduty Coroner that who is identified by Ashok Kumar Baidya of No. 9 Old Post Office Street, Calcutta Solicitor.

Ashok Kumar Baidya

Ashok Kumar Baidya

Amount in-advance 376.

The seal of the Sub-Registrar of Calcutta

Abdul Kaderi
Sub-Registrar of Assurances
Calcutta

7/2/14

(on the basis of the last sheet)

Revised

to No. 147 — II
Val. — I
Page — 147 to 149
Amount — 15
for 1914

Abdul Kaderi
Sub-Registrar of Assurances
Calcutta
7/2/14

The seal of the Sub-Registrar of Calcutta

Abdul Kaderi
Sub-Registrar of Assurances
Calcutta

12/2/14

No. 2076 of 1914

Assurance to by Sri Sri Sperm
1320 B.S.
24th 1914.

Executed by Sri Ashok Kumar Baidya

Son of late Jeevan Chandra Datta caste Kansa Bramh
occupation enjoyment of income of land. Owing to my ill
health I make this Last Will in (my) life. The will which
I made before is cancelled.

As to immovable properties, I have land and masonry
house

house situate at 54/1, 54/2, and 54/3 college Street, land and
messuage house situate at no. 9 Syama Charan Bazar Street,
and garden situate at no. 369 Shatgachi Bazar - these
two houses and garden - all of the same I dedicate to our
ancestral Shakti Sri Sri Swar Karayan ji - The late
(sum of worship of Swar Karayan ji for 1 year every
alternate year which I have in my share shall be performed
in the manner stated below - whatever may be necessary for
daily Shera shall be performed out of the income of my
houses.

And 50/- fifty rupees a year shall be spent on account
of Kartick Puja - Out of my income or enhanced
considering the income and expenditure.

On my demise my wife Srimati Bhuvaneeswari Devi
shall be the Shero of Sri Sri Karayan ji, and look after
all the aforesaid properties, and according to the direction of
this will shall realize and spend the income &c.

But there will be 4 four persons as Executors of this will.
My wife Srimati Bhuvaneeswari Devi, wife's two brothers Sri
Sarada Prasad and Sri Shakti Chandra Das, and son-in-law
Sriman Anant Chandra Datta - my wife shall act in
consultation with them and after taking their opinion.

Upon taking the opinion of my wife, the said son-in-law
Anant Chandra Datta shall (execute) repairs of the houses
(pay) the municipal tax and rent, look after the tenants,
and by collecting the rent of the houses shall pay (the same)
to my wife. After defraying the house hold expenses and the
Thela Shera and other expenses, whatever may remain at
month my wife shall keep the same in some trustworthy
custody and letre a Shakti Chandra Das - on the said Anant
Chandra Datta performing all these acts, a sum of 25/- twenty
five rupees a year shall be paid to him - It can be increased
considering (the estate of) the income.

On the demise of my wife, my foster daughter Srimati -
Rani Sunita Kumari Devi, down to her sons, sons and
Karayan ji, and shall according to the direction of this
will, collect and spend the income &c. of the estate.

Be

Be it known that my wife Sumati, Bhambanwaray, Das
or my foster daughter Sumati Rani Sante Karamari Das
or any of her sons, sons sons, and so on or any of her
representatives shall not at any time be compelled to sell
or alienate any of my properties. If any one does as it
will be void and inadmissible.

My foster daughter has at present got one male child
and one daughter. The daughter shall be given away to a
suitable person - she will receive one thousand 1000/-
rupees out of my estate on account of the expenses of her
marriage including ornaments.

Similarly she will receive expenses for each daughter
and salpam (tiffin) at the rate of one rupee 1/- per
month shall be paid to the daughter - And all the debts that
may be born shall remain shalyogats of Sri Sri Narayan
jiu and shall receive household expenses in equal
shares.

If the daughter's son being in solvent condition can
bear their own household expenses, in that case, a house-
for entertaining, Atithis (occasional visitors) will be made
or small sums of monthly Ponthe (allowance) will be
paid to the helples women of (my) own caste.

Then on the demise of us the husband and wife, four
hundred rupees or five hundred rupees 500/- shall be spent
in our burial.

During the period of my Pala of Shakti Shiva, Narayan
Narayan ji shall be located in the Shakti ghar of
my dwelling house, and the rites, ceremonies or shall be
performed in the very house. The Shalyogats shall be
allowed to live in this very house, and shall receive at
the rate of Seventy five rupees 75/- a month for their
household expenses.

And the Shalyogats shall receive expenses for the marriage
of their sons and daughters out of the estate of Narayan
Narayan ji, but they shall perform the same with as
much economy as possible.

If the said household expenses of the said Shalyogats
be

be insufficient, in that case, a little increment -
will be made. - The Schariyats shall not be bound
to render account to any body of the expenses, and
no one shall be competent to call for an account
from them.

Whatever may remain as surplus after defraying
several expenses, funds shava and other expenses -
whichever, the same shall be spent towards the
chhatra house or payment of monthly Bhatta to the
helpless, women of (my) own caste, June 22nd 1911.
1320 B.S. English 11th February 1911.

Witnessed
Chamu Chandra Bose
Sole Cal.
Akshay Kumar Kundu
Sole Cal.

Akshay Kumar Bose

(on back of 1st sheet)

(Originals endorsement in English)

Attest. Translation of the annexed
Bengali will bearing date 26th of 1925
26th of Bahawal Day
Interpreter & Translator High
Court of Cal. of the 7th Sept 1925.

True copy of the will in the original
January 1926 in the original Bengali and the
English translation in the original of the
will in the original

Manna Singh
Registrar

Attest. Translation
of the will in the
original Bengali and the
English translation in the
original of the will in the
original