

The said Jenia Nath also died on 21-04-2010 leaving behind his Husband Samir Nath, one son Souvik Nath and two daughters namely Sushmita Ghosh (Nath) and Soumita Nath (Bhattacharyya) and they became the owners of the properties left by said Jenia Nath.

Soumita Nath (Bhat)

- h) That the said, Anil Kumar Roy Chowdhury during possessing and enjoying the said property died intestate on 11/1/1980 leaving behind him his wife Chitra Roy Chowdhury, four sons namely Kamalesh Roy Chowdhury, Sankar Roy Chowdhury, Goutam Roy Chowdhury and Amitava Roy Chowdhury and after the death of said Anil Kumar Roy Chowdhury his said wife and sons became the owners of the properties left by Anil Kumar Roy Chowdhury.
- i) That the said Probodh Kumar Roy Chowdhury during enjoying and possessing the said property died intestate on 31/7/1995 leaving behind him his only son namely Samar Roy Chowdhury, and one daughter namely Tapati Mitra and after the death of said Probodh Kumar Roy Chowdhury his said son and daughter became the owners of the properties left by Probodh Kumar Roy Chowdhury as his wife Bela Roy Chowdhury was predeceased on 24/12/1964
- j) That the said Samar Roy Chowdhury and Tapati Mitra due to their urgent need of money sold, transferred their entire land in Plot No. 346 in Block D of the said Partition Deed by three registered Deed of Sale. The said Samar Roy Chowdhury and Tapati Mitra by executing a registered Sale Deed sold, transferred and conveyed 1 Katha 10 Chittak 06 Sq. Ft. bastu land and the structure standing thereon in Plot No. 346 in Block D of the said Partition Deed to Sri. Anukul Chandra Bala, the owner herein. The said Deed was duly registered in the office of the A.D.S.R Sonarpur and recorded in Book No.1, Vol. No. 68, Pages 217 to 224 being Deed No. 3802 for the year 2004. The said Samar Roy Chowdhury and Tapati Mitra by executing another registered Sale Deed sold, transferred and conveyed another 1 katha 10 Chittak 15 Sq. Ft. land in Plot No. 346 in Block D of the said Partition Deed to Smt. Dipa Bala. The said Deed was duly registered in the

office of<sup>1</sup> the A.D.S.R. Sonarpur and recorded in Book No. 1, Vol No. 68, Pages 225 to 232 being Deed No. 3803 for the year 2004.

- k) The said Samar Roy Chowdhury and Tapati Mitra due to their urgent need of money by executing and registering another Deed of Sale also sold transferred their share in the Plot No. 346 to said Shyamal kumar Roy Chowdhury. The said Deed was duly registered in the office of the A.D.S.R, Sonarpur and recorded in Book No.1, Volume No.161, Pages 367 to 374 being Deed No9516 for the year2000 and released all their right, title, interest in the Plot No. 346 including the title, ownership and easement right in the common passages over the said Plot No. 346. Be it mentioned herein that in the said Deed though it was written that they sold two cottah of land but actually they handed over the possession of 1.5 satak of land and the structure to Shyamal kumar Roy Chowdhury
- l) Thus the said Prakash Chandra Roy Chowdhury, the predecessor of SILA BISWAS, SMT. SIPRA GHOSH, SRI SAJAL ROY CHOWDHURY, SRI SHYAMAL ROY CHOWDHURY, SMT. MILAN ROY CHOWDHURY, SMT. SAYANTINI NATH, and SABORNI ROY CHOWDHURY, the OWNER Nos. 1 to 7 herein by virtue of the said partition Deed jointly became the Owner of the demarcated land measuring 3 satak in Plot No. 346 herein after referred to as owner Unit No. 1 and undivided 1.5 satak Ezmali land out of 6 decimal land and proportionate share of common passage measuring about 2 decimal in Plot No 346 and demarcated land measuring about 15 satak in plot no 346/417. Be it mentioned herein that Shyamal Kumar Roychowdhury apart from the said plot of land he also became the owner of a part of 1.5 satk ejmali land along with 340 square feet structure of the old 2 storied Building by virtue of sale Deed no 9516 for the year 2000 duly executed by said Samar Roy Chowdhury and Tapati Mitra duly registered at the office of A.D.S.R, Sonarpur. Such being the position the said Samar Roy Chowdhury and Tapati Mitra being the legal heirs and successors of Probodh Kumar Roy Chowdhury have no more land in Plot No.346 Bastu land. Be it mentioned herein that Sajal Roy Chowdhury by way of sale made by his father during his lifetime vide Deed No.661 for the year 1984 duly registered at the office of ADSR-Sonarpur became the

owner of the said 3 decimal of land in Dag No 346 belonging to Prakash Chandra Roy Chowdhury and built a two storied building with shop room at the ground floor .

- m) Thus the said SRI SANTIMOY ROY CHOWDHURY, SRI SUDHAMOY ROY CHOWDHURY, SRI SAKTIMOY ROY CHOWDHURY, SRI MRINMOY ROY CHOWDHURY, SMT. MALAYA CHATTERJEE, SMT DALIA NASKAR, SRI SAMIR NATH, SRI SOUVIK NATH, SUSHMITA GHOSH (NATH), MS. SOUMITA NATH (Bhattacharyya), the OWNER Nos. 8 to 17 herein, hereinafter referred to as owners of Unit No. 2, being the legal heirs and successors of Late Sunil Kr Roy Chowdhury jointly became the Owner of the undivided and demarcated land measuring 5 SATAK in Block B of the said partition Deed in Plot No. 346 and 1/4<sup>th</sup> undivided share of Ejmali land measuring about 1.5 decimal in Dag No 346 and another undivided land ( Bagan) measuring about 8 satak in plot no 346/417
- n) Thus the said SMT. CHITRA ROY CHOWDHURY, KAMALESH ROY CHOWDHURY, SRI SANKAR ROY CHOWDHURY, SRI GOUTAM ROY CHOWDHURY and SRI AMITAVA ROY CHOWDHURY the OWNER Nos. 18 to 22 herein, hereinafter referred to as owners of Unit No. 3 being the legal heirs of Late Anil Kumar Roy Chowdhury jointly became the Owners of the undivided land measuring about 5 satak more or less. in Plot No. 346 and 1/4<sup>th</sup> undivided share of Ejmali land measuring about 1.5 decimal in Dag No 346 and another undivided land measuring about 8 satak in plot no 346/417
- o) That thus the owners herein now became the absolute owner, title holder possessor in respect of 11Cottah 1 Chittack 9 sq. ft. bastu land bastu land more or less including common passage which is morefully mentioned hereunder under the heading SCHEDULE – “A”.

Soumita Nath (Bhattacharyya)

We the present owners are the lawful owners , occupier and possessor of ALL THAT piece and parcel of land measuring 11( eleven)Cottah 1( one) Chittak.9( Nine) Sq. Ft. out of entire land measuring 30 Decimal within District - South 24 Parganas, P.S. and S.R. - Sonarpur, Mouja - Harinavi, J.L. No. 36, Pargana - Medanmalla, R.S No 151, Touji No 109 within C.S. Khatian No.105,85., C.S. and

RS Dag No. 346, R.S. Khatian No. 948,1374,1375,1373, at present within Rajpur-Sonarpur Municipality, Ward No. 18, which is morefully described in the Schedule 'A' written hereunder, which is free from all encumbrances.

AND WHEREAS we entered into Development agreement with M/S. DREAM HEIGHT CONSTRUCTION, a partnership Firm, having its registered Office at IIC, Naskar Para Road, P.S. Haridevpur, P.O. Paschim Putiary, Kolkata-700041, duly represented by its partners namely (1) SMT. MITHU CHAUDHURY, wife of Sri Kumar Premjit Chaudhury, by faith -Hindu, by occupation -Business of Village and Post Khantura (Vivek Para), Gobardanga, P.S. Habra, Pin - 743273, District North 24-Parganas (2) SMT. TUMPI MUKHERJEE, wife of Sri Prosenjit Mukherjee, by faith -Hindu, by occupation -Business of 79, Nirupama Debi Road, P.O. & P.S. Berhampore, Pin -742101, District Murshidabad, (3) SRI PRADIP SAHA, son of Late Narayan Pada Saha, by faith-Hindu, by occupation -Business of 2035, Mahatma Gandhi Road, P.O. and P.S. Haridevpur, Kolkata -700082, (4) SMT. KAJAL GHOSHAL, wife of Sri Mantu Pada Ghoshal, by faith Hindu, by occupation -Business, residing at Vill. & P.O. Kamarpukur, P.S. Goghat, District Hooghly, Pin712612 vide Deed no. <sup>80006</sup> for the year 2013 duly registered at the office of DSR-IV, Alipore, South 24-parganas.

AND WHEREAS we could not look after or take care of the said property and for the convenient dealing with the said property mentioned in the schedule A written hereunder and as well as in continuation with the above referred Development agreement we, the Principal herein, do hereby empower, nominate and constitute and appoint (1) SMT. MITHU CHAUDHURY, wife of Kumar Premjit Chaudhury, by faith -Hindu, by occupation -Business of Village and Post Khantura Vivek Para, Gobardanga, P.S. Habra, Pin - 743273, District North 24-Parganas and (2) SRI PRADIP SAHA, son of Late Narayan Pada Saha, by faith-Hindu, by

occupation—Business of 2035, Mahatma Gandhi Road, P.O. and P.S. Haridevpur, Kolkata—700082, (3) SMT. KAJAL GHOSHAL, wife of Sri Mantu Pada Ghoshal, by faith Hindu, by occupation—Business, residing at Vill. & P.O. Kamarpukur, P.S. Goghat, District Hooghly, Pin-712612, partners of M/S M/S. DREAM HEIGHT CONSTRUCTION, a partnership Firm, having its registered Office at 11C, Naskar Para Road, P.S. Haridebpur, P.O. Paschim Putiary, Kolkata-700041 to be our true and lawful attorneys for ourselves and in our names and on our behalf to do inter-alia amongst other the acts, deeds and things as follows :-

1. On our behalf to look after, work, manage, control and supervise the property which is particularly described in the schedule 'A' hereunder written.
2. On our behalf to develop the A schedule property. The attorneys shall have exclusive right to build up and to exploit commercially the said plot of land and to execute deed of exchanges with the owners of adjoining plot of land for amalgamation and to construct the new building upon the 'A' schedule land along with the amalgamated adjoining plot(s) in accordance with the plan to be sanctioned by the local Municipality with or without any amendment and/or modification thereto or caused to be made by the parties thereto.
3. On our behalf sign all applications, plans and other papers and documents as may be required by the developer for the purpose of obtaining necessary sanction from the appropriate authority shall be prepared and submitted by the developer on our behalf at their own costs and expenses and the

*developer shall pay charges and all fees including Architects fees required to be Paid and deposited for exploitation of the said property provided that the developer shall be exclusively entitled to all refunds or any or all payments and/or deposits made by the developer .*

- 4. That the attorney shall be entitled to engage any contractor/ sub contractor and engineers/mesons at their own choice and own cost for the construction and completion of the said building.*
- 5. On our behalf appoint Engineers, Architects and their agent/ agents, contractor, sub- contractor as the said attorney shall think fit and proper and to make all payments in respect of their proportionate fees and charges whatsoever for and on our behalf*
- 6. On our behalf to make, sign and verify all applications in connection with management such as to sell out and/or to lease and/or to keep in mortgage the property mentioned in the schedule C written hereunder.*
- 7. On our behalf to appear offices and sign all applications or objections or hearing and swear affidavit relating any other purpose in our respective name and on our behalf*
- 8. On our behalf to appear for and represent us in all the civil, criminal courts i.c.w A schedule property.*
- 9. On our behalf develop the A schedule property as per sanction plan of Rajpur Sonarpur Municipality and for that purpose the attorneys hereby empowered to do each and everything*
- 10. On our behalf to execute any agreement for sale, Sale Deed, Deed of Mortgage in respect of C Schedule property by putting their signatures and to submit the same in our name and to do all formalities to receive loan by keeping the C Schedule property under mortgage with any recognized*

*organization and execute declaration affidavit, boundary declaration and to present for registration to admit execution to Registry Authority and/or for whatsoever necessary before any competent Authority, to obtain "No Objection Certificate" from the competent authority for which to execute and sign all papers, documents, affidavits whatsoever necessary for the same in our name or on our behalves as we could do personally by ourselves*

11. *On our behalf to sign on the plan to be sanctioned, submit the said plan before the local municipal AUTHORITY, pay fees for obtaining Sanction Plan to apply to Rajpur-Sonarpur Municipality and/ or any authority concerned for sanction, variation and/ or modification whatsoever in respect of the plan to be sanctioned by the said municipal authority(s), body/ bodies and to take delivery of the same and to obtain such other orders which includes "No Objection Certificate" if necessary, from any authority in respect of our property mentioned in the A schedule below and to sign, issue and receive all such or relevant applications, maps, papers, writings, drawings, designs, forms and/ or representation(s) too as or may be required by the said attorneys at their absolute discretion and whatsoever they shall think fit and proper for and on our behalf and to submit petition/ application to the local Municipality.*

12. *On our behalf to appoint, engage, pleaders, Advocates whenever the said Attorneys shall think proper to do so and to discharge and/or terminate this appointment in respect of the property mentioned in the schedule A below.*

13. *On our behalf to negotiate on terms for and to agree to sell the property or part thereof i.e. in respect of 'C' Schedule which is seized and possessed*

of now and hereafter belonging to us and excepting the portion as mentioned and described in the schedule B below to any purchaser or purchasers at such price which the said attorneys think fit and proper and to engage upon and to enter into any Agreement or Agreements for such sale or sales and/or to cancel and/or repudiate the same in respect of 'C' schedule property.

14. On our behalf to receive any amount from the intending purchasers for selling 'C' Schedule property and shall issue valid receipt thereof to the intending purchaser/s and also shall receive the consideration in their names or as they think fit on our behalf as our true and lawful attorneys.
15. On our behalf to enter into any Agreement for sale with any person or firm over the said property i.e in respect of C Schedule property and to sign, execute and register the Agreement for Sale in favour of any intending purchaser(s) over the above referred property i.e. the 'C' schedule property and to transfer and to sell the same to any intending purchaser/s and to collect the sale proceeds from the purchaser/s over the said property on our behalf.
16. On our behalf to register Deed of Conveyance/ Conveyances or any other Deeds including deed of mortgage signing their name on our behalves in all documents and to appear and present for registration of all documents before all Registration office or Registering Authorities in respect of 'C' Schedule property.
17. To appear before all offices and do each and everything what would be required by the said Developer Firm and / or its partner
18. To deliver, hand over and give khas vacant possession of C Schedule property



19. To apply for drainage, sewerage, water supply, electric, telephones and any other connection of whatsoever manner or nature and for that purpose to sign, issue and receive all papers and/ or documents and/ or plan and /or drawings and/or designs and/or sketches and/ or undertakings and/ or representations and/ or relevant documents including the papers regarding completion certificate whatsoever that may be thought to be necessary by the said attorneys before various departments of the Rajpur Sonarpur Municipality, W.B.S.E.B and/ or proper authority of various public and/ or private and/ or Government or semi- Government organization and/ or autonomous body.

And generally to do, execute and perform any other acts, deeds, matters or things whatsoever which in the opinion of our said attorneys ought to be done, executed and perform in relation to the property mentioned in the schedule ancillary or incidental thereto or my concern, business or affairs and ancillary or incidental thereto as fully as effectually as We , ourselves could do the same if we are personally present.

AND We do hereby agree to ratify and confirm whatsoever all acts, deeds and things done by our attorneys to all intents and purposes as if we are present.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 11Cottah 1. Chittak.9 Sq. Ft. out of entire land measuring 30 Decimal within District - South 24 Parganas, P.S. and S.R. - Sonarpur, Mouja - Harinavi, J.L. No. 36, Pargana - Medanmalla, R.S No 151, Touji No 109 within C.S. Khatian No.105,85., C.S. and RS Dag No. 346; R.S. Khatian No. 948,1374,1375,1373, at present within Rajpur-Sonarpur Municipality, Ward No. 18, butted and bounded by:

**ON THE NORTH: House of Late Kalipada Roy Chowdhury**

ON THE SOUTH: Pond & G+4 Building of Chitra Roy Chowdhury & Others.

ON THE EAST: Land of Late Satya Charan Ghosh.

ON THE WEST: N. S. Road & 2 storied building of Sajal Roy Chowdhury.

THE SCHEDULE "B" ABOVE REFERRED TO  
(OWNER'S ALLOCATION)

ALL THAT :

- (A) For Owner Unit No.1 as aforesaid : 43 % of the FAR as per proposed sanction plan to be calculated upon their 3 satak bastu land more or less (1205 sft) and apart from that Shyamal Kumar Roy Chowdhury shall get another 43% as per proposed sanction plan to be calculated upon his 300 sft of bastu land(Total-1505 sft)
- (B) For Owner of Unit No.2 as aforesaid : 43 % of the FAR ( covered area) as per proposed sanction plan to be calculated upon their 7 satak more or less including common passage (3211 sft) bastu land
- (C) For Owner of Unit No. 3 as aforesaid : 43 % of the FAR( covered area) as per proposed sanction plan to be calculated upon their 7 satak more or less including common passage (3262 sft) bastu land
- The allotment to be made to the Owners together with proportionate right, title, interest, in common areas, facilities and amenities as mentioned in Schedule 'D' of Development Agreement includes the right to the use thereof.

THE SCHEDULE "C" ABOVE REFERRED TO  
(DEVELOPER/2<sup>ND</sup> PARTY'S ALLOCATION)

ALL THAT remaining area of the building project of the premises after providing the Owner's allocation aforementioned with proportionate right, title, interest in common area and facilities including the right to the use thereof as described in SCHEDULE "D" of the Development agreement

Kolkata on this 7th day of October, Two Thousand Thirteen

SIGNED SEALED AND DELIVERED

In the presence of:

WITNESSES

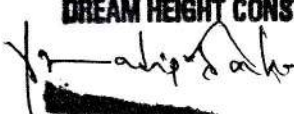
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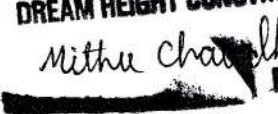
Dipa Roy Chowdhury.  
W/O Samar Roy Chowdhury.  
10, Swinhore Lane.  
Kasba Kol-42.

- 1 Sila Biswas.
- 2 Siksha Ghosh
- 3 signed by ~~Chandray~~
- 4 Shyamal Roy Chowdhury.
- 5 Milan Roy Chowdhury.
- 6 Sayantini Nath
- 7 Sabon Roy Chowdhury
- 8 Sanku Roy Chowdhury
- 9 Sudhama Roy Chowdhury
- 10 Santimoy Roy Chowdhury
- 11 Manmoy Roy Chowdhury
- 12 Malaya Chatterjee
- 13 Dedia Dasgupta,
- 14 ~~Sanku Roy Chowdhury~~
- 15 Souvik Nath
- 16 Susmita Ghosh (Nath)
- 17 Soumita Nath (Bhattacharya)
- 18 Chitra Roy Chowdhury
- 19 Koushik Roy Chowdhury
- 20 Bankar Roy Chowdhury
- 21 Gauri Roy Chowdhury
22. Anitara Roy Chowdhury

SIGNATURE OF THE EXECUTANT

We Accept the Power

**DREAM HEIGHT CONSTRUCTION**  
  
 Partner

**DREAM HEIGHT CONSTRUCTION**  
  
 Partner

**DREAM HEIGHT CONSTRUCTION**

Rajal Ghoshal  
Partner

SIGNATURE OF THE ATTORNEYS

Drafted by me :

Prodip Kumar Das  
Advocate, Alipore Police Court - Kol-27  
Enrolment No. WB-153-77.



name

right hand					

name ..... SIBA BISWAS .....  
 signature ..... Siba Biswas .....



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left hand					
right hand					

name ..... SIPRA GHOSH .....  
 signature ..... Sipra Ghosh .....



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left hand					
right hand					

name ..... SOJAL ROY CHOWDHURY .....  
 signature ..... Sojal Roy Chowdhury .....



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left hand					
right hand					



hand					
right hand					

name ..... MILAN ROY CHOWDHURY  
signature ..... Milan Roy Chowdhury .....



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right hand					

name ..... SAYANTINI NATH  
signature ..... Sayantini Nath .....



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right hand					

name ..... SABORNI ROY CHOWDHURY  
signature ..... Saborni Roy Chowdhury .....



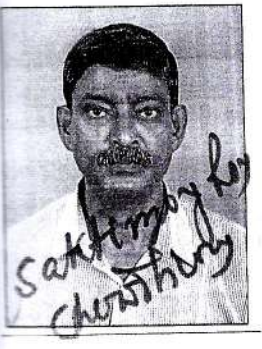
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name .....  
signature .....



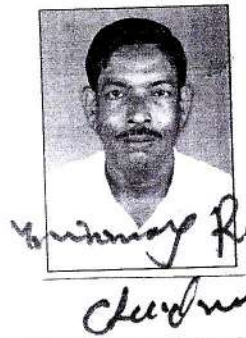
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name ..... SUDHAMOY ROY CHOWDHURY  
 signature ..... *Sudhamoy Roy Chowdhury*



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right hand					

name ..... SAKTIMOY ROY CHOWDHURY  
 signature ..... *Saktimoy Roy Chowdhury*



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right hand					

name ..... MRINMOY ROY CHOWDHURY  
 signature ..... *Mrinmoy Ray Chowdhury*



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right hand					

signature ..... *Lalita Chatterjee*



right hand					

DALIA NASKAR

Signature ..... Dalia Naskar



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left hand					
right hand					

SAMIR NATH

Signature ..... S. Nath



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left hand					
right hand					

SOUVIK NATH

Signature ..... Souvik Nath



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left hand					
right hand					

CHHAYA NATH