

SMT. SILA BISWAS & OTHERS

PRINCIPALS

AND

SMT. MITHU CHAUDHURY SMT. TUMPI MUKHERJEE SRI PRADIP SAHA SMT. KAJAL GHOSHAL

ATTORNIES

Prodip Kumar Basu

Advocate

WB/153/1977 Alipore Police Court Kolkata - 700027.

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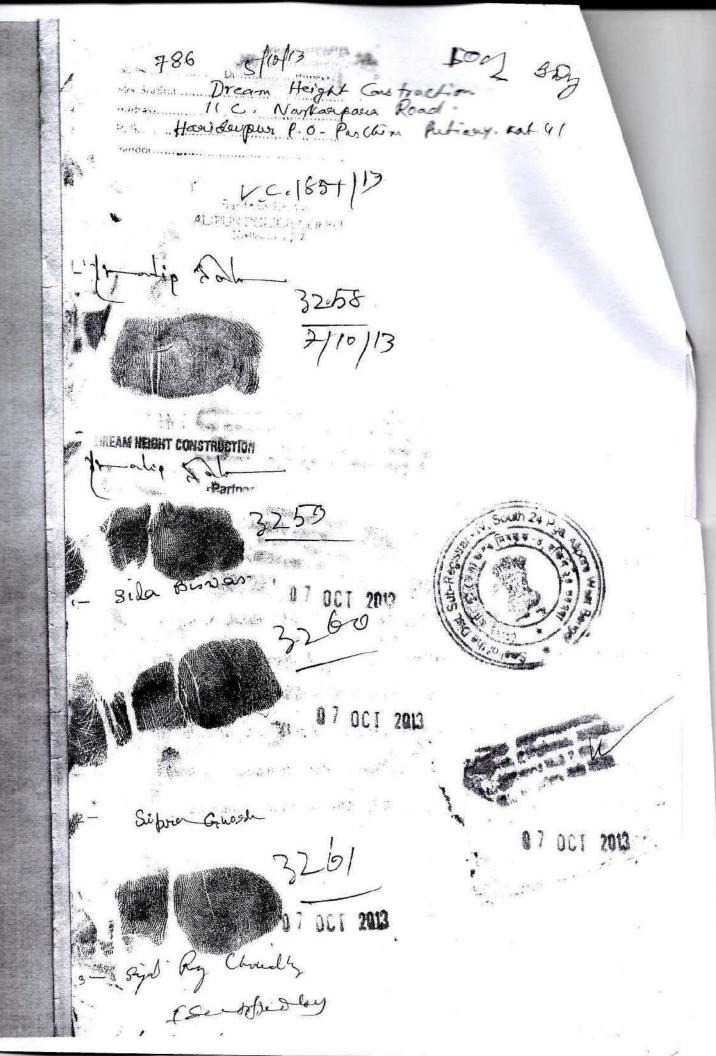
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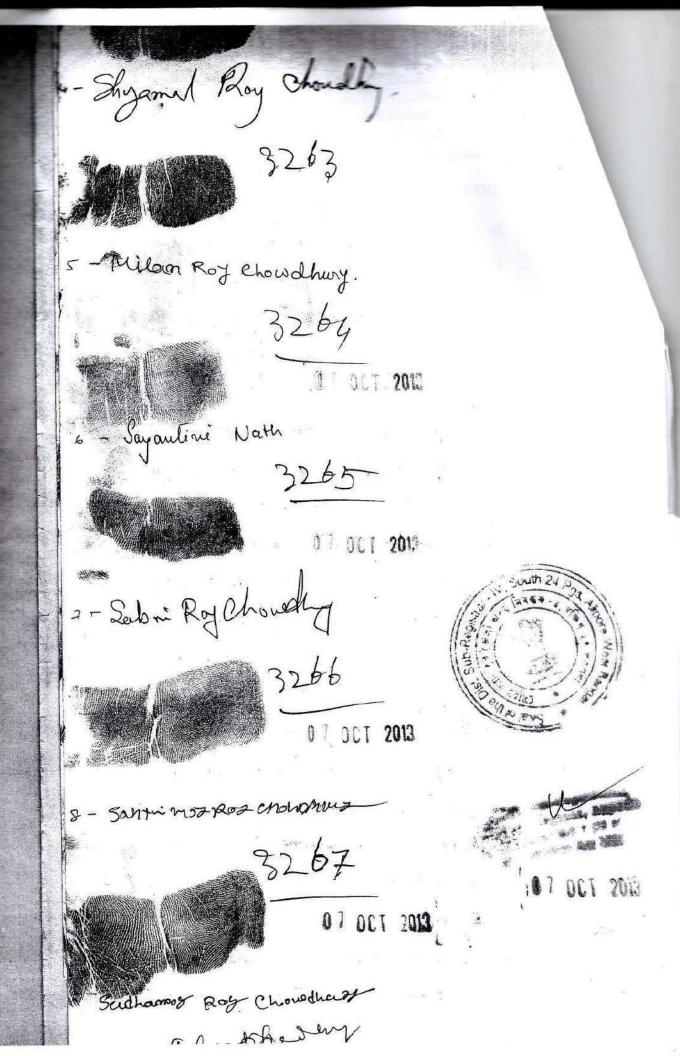
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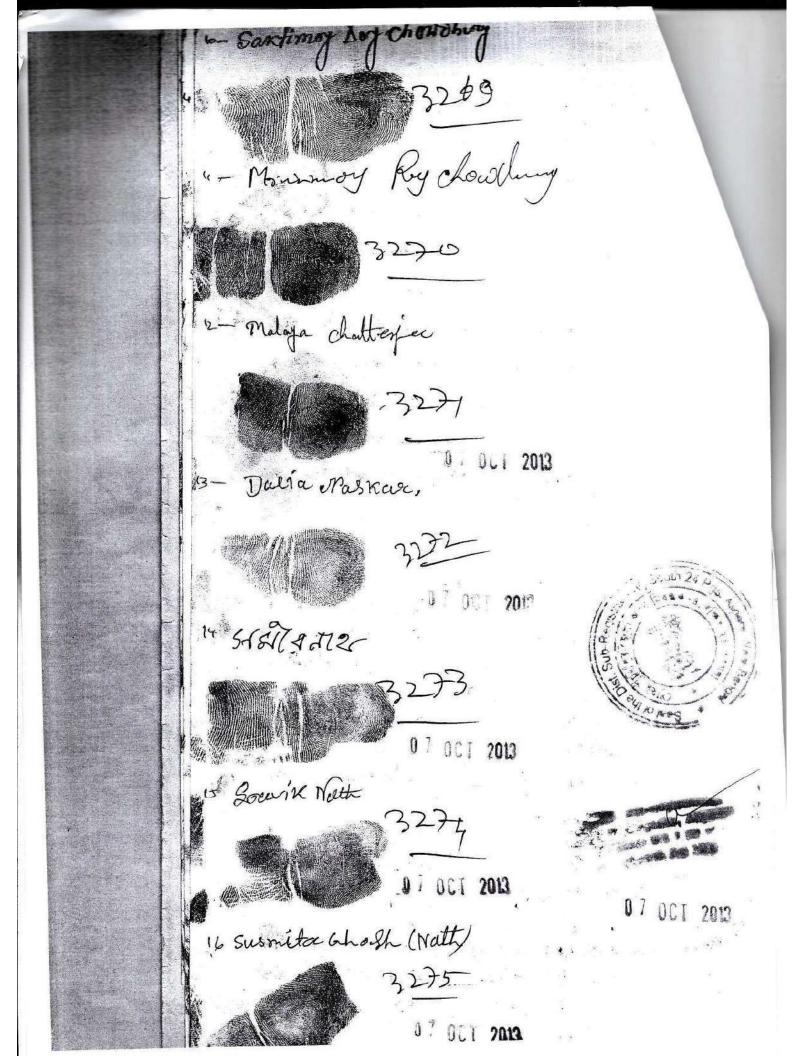
KNOW ALL MEN BY THESE PRESENTS We (1) SMT. SILA BISWAS, wife of Late Ashok Kumar Biswas and daughter of Late Prakash Chandra Roy Chowdhury, by faith—Hindu, by occupation-Retired, residing at R.K. Mission Pally, Sonarpur, Kolkata-700150, (2) SMT. SIPRA GHOSH, wife of Late Ajit Kumar Ghosh and daughter of Late Prakash Chandra Roy Chowdhury, by faith—Hindu, by occupation—Retired, residing at R.K. Mission Pally, Sonarpur,



Kolkata-700150,(3) SRI SAJAL ROY CHOWDHURY, son of Late Prakash Chandra Roy Chowdhury, by faith-Hindu, by occupation -Retired Person, residing at 35, N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (4) SRI SHYAMAL ROY CHOWDHURY son of Late Prakash Chandra Roy Chowdhury, by faith Hindu, by occupation -Business, residing at Harinavi, P.S. Sonarpur, Kolkata-700148, (5) SMT. MILAN ROY CHOWDHURY, wife of Late Swapan Roy Chowdhury and daughter-in-law Late Prakash Chandra Roy Chowdhury, by faith Hindu, by occupation -Housewife, residing at 35, N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (6) SMT. SAYANTINI NATH, wife of Sri Samar Nath and daughter of Late Swapan Roy Chowdhury and grand daughter of Late Prakash Chandra Roy Chowdhury, by faith - Hindu, by occupation -School Teacher, residing at Vill. Gajipur, 186, Kumarpara Road, P.O. Rajpur, P.S. Sonarpur, Kolkata-700149, (7) MS. SABORNI ROY CHOWDHURY, daughter of Late Swapan Roy Chowdhury, and grand daughter of Late Prakash Chandra Roy Chowdhury, by faith -Hindu, by occupation -Unemployed, residing at 35, N.S. Road, Harinavi, Sonarpur, Kolkata-700150, collectively called and referred to as the owners of Unit No.1, (8) SRI SANTIMOY ROY CHOWDHURY, son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Business, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (9) SRI SUDHAMOY ROY CHOWDHURY, son of Late Sunil Kumar Roy Chowdhury, by faith-Hindu. by occupation -Self-employed, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (10) SRI SAKTIMOY ROY CHOWDHURY, son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Govt. Service, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (11) SRI MRINMOY ROY CHOWDHURY, son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation Self-employed, residing at N.S. Road, Harinavi, P.S. Sonarpur,



Kolkata-700148, (12) SMT. MALAYA CHATTERJEE, wife of Late Chittaranjan Chatterjee and daughter of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -School Teacher, residing at 100, Mitra Para Second Lane, P.O. & Vill. Harinavi, P.S. Sonarpur, District 24-Parganas (South), (13) SMT. DALIA NASKAR, wife of Gopal Chandra Naskar and daughter of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Housewife, residing at 251, K.M. Roy Chowdhury Road, P.O. Dakshin Jagaddal, P.S. Sonarpur, District South 24-Parganas, (14) SRI SAMIR NATH, husband of Late Jenia Nath and son-in-law of Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Business, residing at 186, Kumarpara Road, Village Gajipur, P.O. Rajpur, P.S. Sonarpur, 24-Parganas, Kolkata-700149, (15) SRI SOUVIK NATH, son of Sri Samir Nath and Late Jenia Nath, grand son of Late Sunil Kumar Roy Chowdhury, by faith-Hindu, by occupation -Student, residing at 186, Kumarpara Road, Village Gajipur, P.O. Rajpur, P.S. Sonarpur, 24-Parganas, Kolkata-700149, (16) SMT. SUSHMITA GHOSH (NATH), wife of Sri Netai Ghosh and daughter of Sri Samir Nath and Late Jenia Nath and granddaughter of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Housewife, residing at 17, Swarnakar Para, P.O. & Vill. Rajpur, P.S. Sonarpur, Kolkata-700149, District 24-Parganas (South), (17) MS. SOUMITA NATH BHATTACHARYYA, wife of Sri Nabendu Bhattacharyya, daughter of Srt Samir Nath and Late Jenia Nath and granddaughter of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Housewife, residing at 25, Sonali Park, Bansdroni, Kolkata, the owners no.8 to 17 are collectively called SMT. CHITRA ROY and referred to as the Owners of Unit No. 2. (18) CHOWDHURY, wife of Late Anil Kumar Roy Chowdhury, by faith Hindu, by occupation -Housewife, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (19) KAMALESH ROY CHOWDHURY, son of Late Anil Kumar

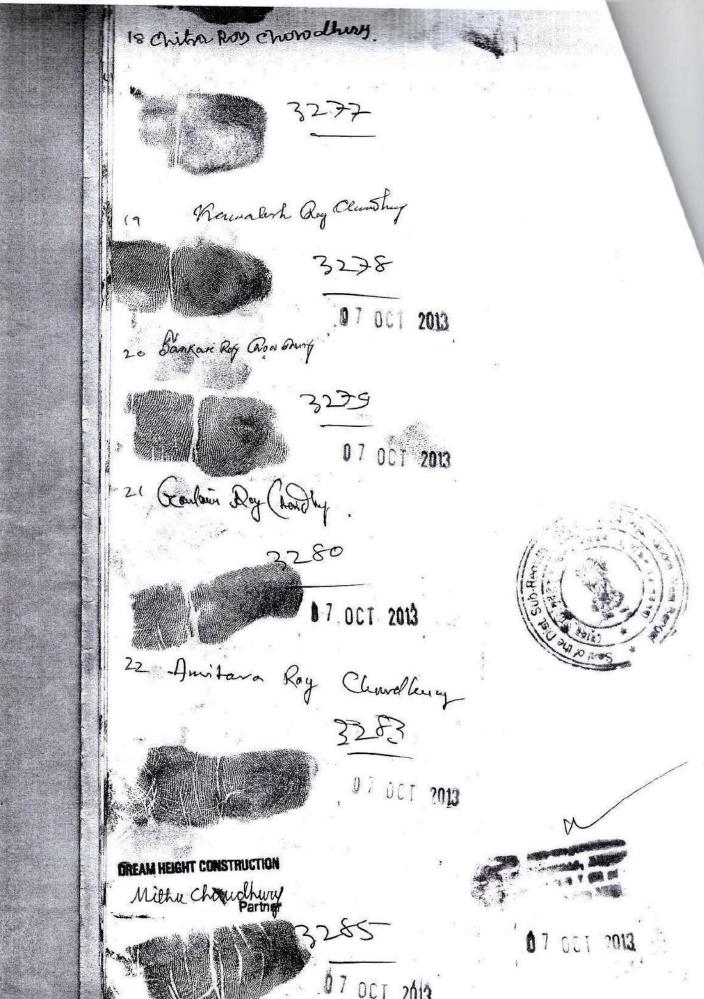


Chowdhury, by faith -Hindu, by occupation -Retired, residing at N.S. Road, SRI SANKAR ROY Sonarpur, Kolkata-700148, (20)P.S. Harinavi, CHOWDHURY, son of Late Anil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Service, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (21) SRI GOUTAM ROY CHOWDHURY, son of Late Anil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Service, residing at N.S. Road, SRI AMITAVA Sonarpur, Kolkata-700148, (22)Harinavi, CHOWDHURY, son of Late Anil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Service, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, the owners No.18 to 22 are collectively called and referred to as the owner of Unit No. 3, hereinafter called and referred to as the "OWNERS", do hereby state as follows :-

WHEREAS:

- One Purna Chandra Roy Chowdhury was the Owner, title holder and possessor in respect of Land measuring 30 Decimal in C.S. and R.S Plot a) No. 346 under C.S. Khatian 105,85; under R.S Khatian No 947, 1374,1373,1371, 1375 and a Pukur (pond) measuring about 24 Decimal in C.S and R.S. Plot No. 347 under R.S. Khatian. 947, 1374, 1373, 1371 along with Land (Bagan) measuring about 36 Decimal in C.S. and R.S Plot No. 346/417 under R.S. Khatian 948,1376,1374,1372 in Total 90 Decimal of land within Mouza - Harinavi, Pargana Medanmolla, Sub registration office Sonarpur, J.L No 36, Touji No109, R.S No151, P.S. Sonarpur, District - South 24 Parganas, R.S No 151, Touji No 109 within Rajpur Sonarpur Municipality along with other properties and his name was duly recorded in the C.S. Record of Rights.
 - The said Purna Chandra Roy Chowdhury died intestate leaving behind him his four sons namely Prakash Chandra Roy Chowdhury, Sunil Kumar Rox Chowdhury, Anil Kumar Roy Chowdhury, Probadh Kumar Roy Chowdhury as his only legal heirs and Successors and after the death of said Purna

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Chandra Roy Chowdhury, his said four sons namely Prakash Chandra Roy Chowdhury, Sunil Kimar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury became the joint owners title holders and possessors in respect of the said land as the wife of said Purna Chandra Roy Chowdhury has also died.

- That during enjoying and possessing the said plots of land, by way of inheritence the said Prakash Chandra Roy Chowdhury, Sunil Kimar Roy Chowdhury, Anil Kumar Roy Chowdhury and Probodh Kumar Roy Chowdhury duly mutated their names in the R.S. ROR in respect of the said Chowdhury duly mutated their names in the R.S. ROR in respect of the said Plots of land in R.S. Khatian being no 947, 1374,1373,1371, 1375, Plots of land in R.S. Khatian being no 105,85, C.S and R.S Dag No 948,1376,1374,1372, C.S Khatian No 105,85, C.S and R.S Dag No 347,346, 346/417.
 - d) That for better and proper use of the said landed property including pond and Bagan the said Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury by executing and registering a Partition Deed dated 21-04-1971 duly partitioned the said landed properties including pond and Bagan amongst partitioned the said landed properties including pond and Bagan amongst themselves. The said Partition Deed was registered in the Office of the A.D.S.R. Sonarpur and recorded in Book No. 1, Volume No. 19, Pages 5 to 14 being Deed No. 1171 for the Year 1971.
 - e) That as per the said Partition Deed the said Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury jointly got 30 decimal plot of land in R.S. Dag No. 346 including 2 decimals of land as common passage (Prakash Chandra, Roy Chowdhury- 3 decimal bastu land, Sunil Kumar Roy Chandra, Probodh Kumar Roy Chowdhury- 9 decimal bastu land, bastu land, Probodh Kumar Roy Chowdhury- 9 decimal bastu land, Common passage- 2 decimal, Ezmali Land- 6 decimal). The said Prakash Chandra Roy Chowdhury got 15 decimal of land (Bagan) in Plot No. 1 Chandra Roy Chowdhury got 15 decimal of land (Bagan) in Plot No. 1 346/417 under khatian no Khatian948,1376,1374,1372, and he also got 3 decimal Bastu land in Dag No 346 and marked as Block "A" in the said

Partition Deed. Said Sunil Kumar Roy Chowdhury got 5 decimal of land in Plot No. 346 and 8 decimal of land (Bagan) in Plot No. 346/417 and marked as Block B in the said Partition Deed, Said Anil Kumar Roy. Chowdhury got 5 decimal of land in Plot No. 346 and 8 decimal of land (Chowdhury got 5 decimal of land in Plot No. 346 and 8 decimal of land (Bagan) in Plot No. 346/417 and marked as Block C in the said Partition Deed and Said Probodh Kumar Roy Chowdhury got 9 decimal of land in Plot No. 346 and 5 decimal of land (Bagan) in Plot No. 346/417 marked Plot No. 346 and 5 decimal of land (Bagan) in Plot No. 346/417 marked as Block D in the said Partition Deed and Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Chowdhury, Sunil Kumar Roy Chowdhury got 6 decimal Bastu land as Probodh Kumar Roy Chowdhury jointly got 6 decimal Bastu land as Ezmali land and 2 decimal land as common passage and Tank measuring about 24 decimal in Dag No 347 and their names were duly recorded in the record of ROR.

- That the said Prakash Chandra Roy Chowdhury during possessing and enjoying the said land died intestate on 10/8/1987 leaving behind him his three sons namely Swapan Roy Chowdhury, Sajal Roy Chowdhury, three sons namely Swapan Roy Chowdhury, Sajal Roy Chowdhury and two daughters namely Shila Biswas and Shyamal Roy Chowdhury and two daughters namely Shila Biswas and Sipra Ghosh and after the death of said Prakash Chandra Roy Chowdhury Sipra Ghosh and daughters became the owners of the properties left by his said sons and daughters became the owners of the properties left by Prakash Ghandra Roy Chowdhury as his wife Laxmi Roy Chowdhuri has Prakash Ghandra Roy Chowdhury also died on 6/5/2011, leaving also died. The said Swapan Roy Chowdhury and two daughters namely Sayantini behind his wife Milan Roy Chowdhury and two daughters namely Sayantini Nath and Saborni Roy Chowdhury and they became the owners of the properties left by said Swapan Roy Chowdhury.
 - That the said Sunil Kumar Roy Chowdhury during possessing the said land died intestate on 7/12/1984 leaving behind him his four sons namely Santimoy Roy Chowdhury, Sudhamoy Roy Chowdhury, Saktimoy Roy Santimoy Roy Chowdhury and three daughters namely Malaya Chowdhury, Mrinmoy Roy Chowdhury and three daughters namely Malaya Chatterjee Jenia Nath and

Dalia Naskar and after the death of said Sunil Kumar Roy Chowdhury his said sons and daughters became the owners of the properties left by Sunil Kumar Roy Chowdhury as his wife Kalyani Roy Chowdhuri has also died.

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.

- 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
 - 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 ¹ 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 demarçated 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.

- Thus the said SRI SANTIMOY ROY CHOWDHURY, SRI SUDHAMOY ROY CHOWDHURY, SRI SAKTIMOY ROY CHOWDHURY, SRI MRINMOY 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 udivided and demarcated land measuring 5 SATAK in Block B of the said partition Deed in Plot No. 346 and 1/4th 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 1/4th 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".

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 11C, 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. 8006 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 adjoing 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 thinks 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

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 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/2ND 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

olkata on this IKday of October, Two Thousand Thirteen SIGNED SEALED AND DELIVERED in Roy choudhuy. la Busas. In the presence of: WITNESSES Sake. Dareyon Fade Sale. 025, M. g. Rd. taridespur. uot- 70002. 9 Sudhamos Roy Chandhers Dipa Roy Chowling. 12 Malaya Chatterfee W/O Samar Roy Choudling. 13 Dulla or askak, 10, Swinhore Lane. अधावताय Kasba- Kol-42. 15 Social Nette Cho Sh (Nath) 17 soumita Nath (Bhattacharya) 18 chitra Roschowdhry 19 Kronoslock any Country 20 Bankare Rof Bow Brung 21 Gentlin Roy Chambley 22. Amitara Roy Cleardlung

SIGNATURE OF THE EXECUTANT

We Accept the Power

DREAM HEIGHT CONSTRUCTION

Partner

Mithu Charlhuy

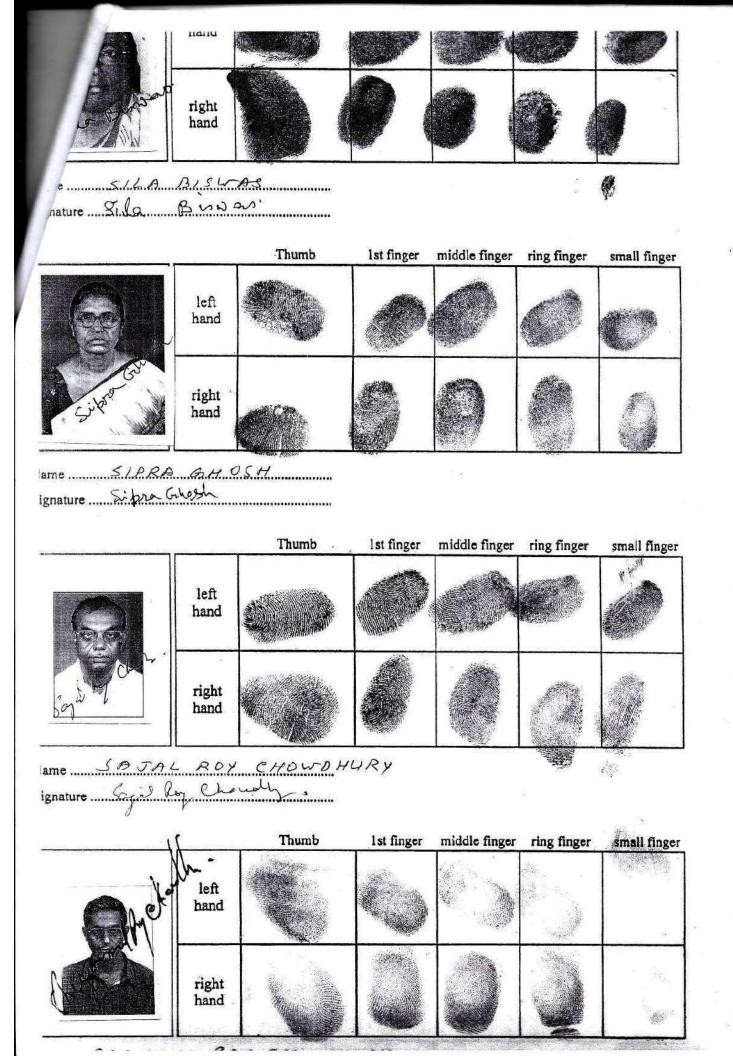
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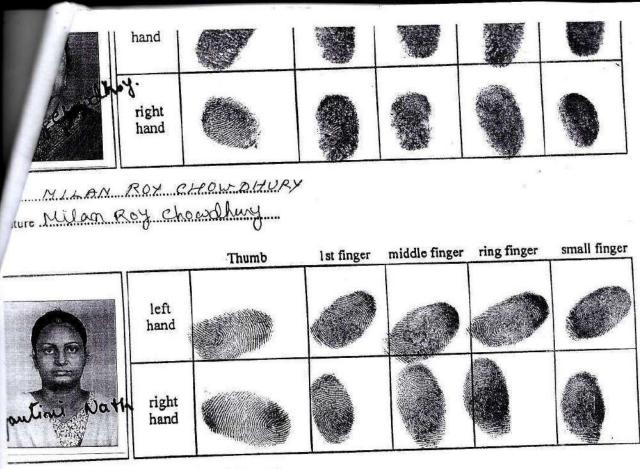
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SIGNATURE OF THE ATTORNEYS

Drafted by me:

Prodif Rumarlo asu Advocate, Alpon Police Court 101-27 Envolment No. NB-153-77.



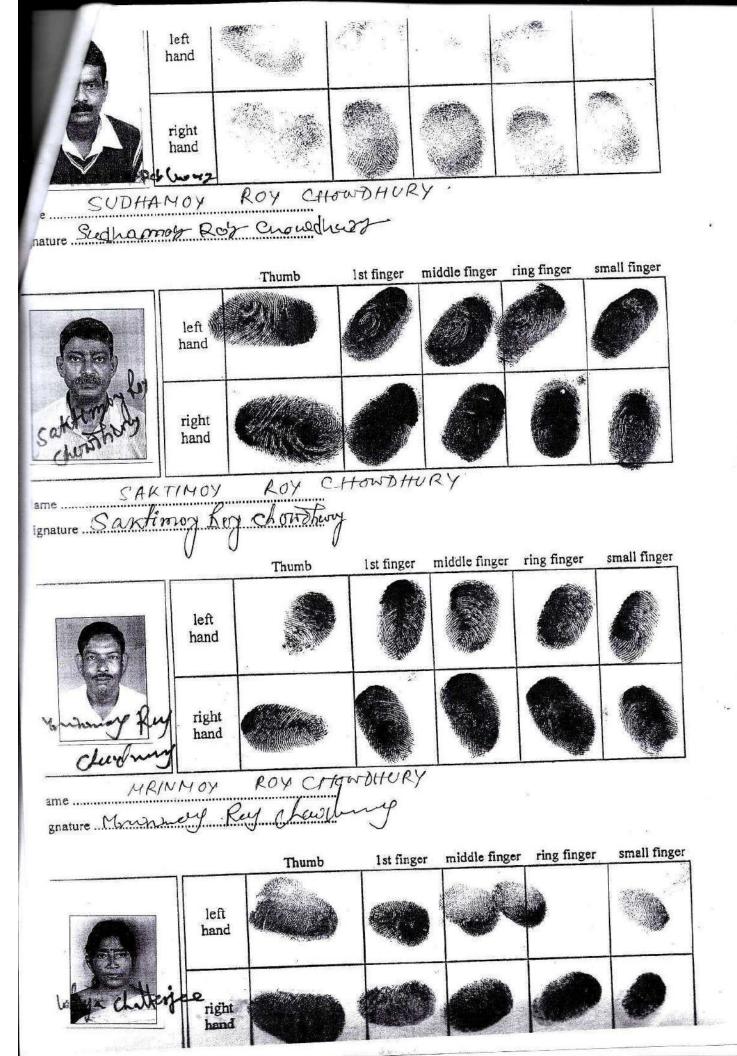


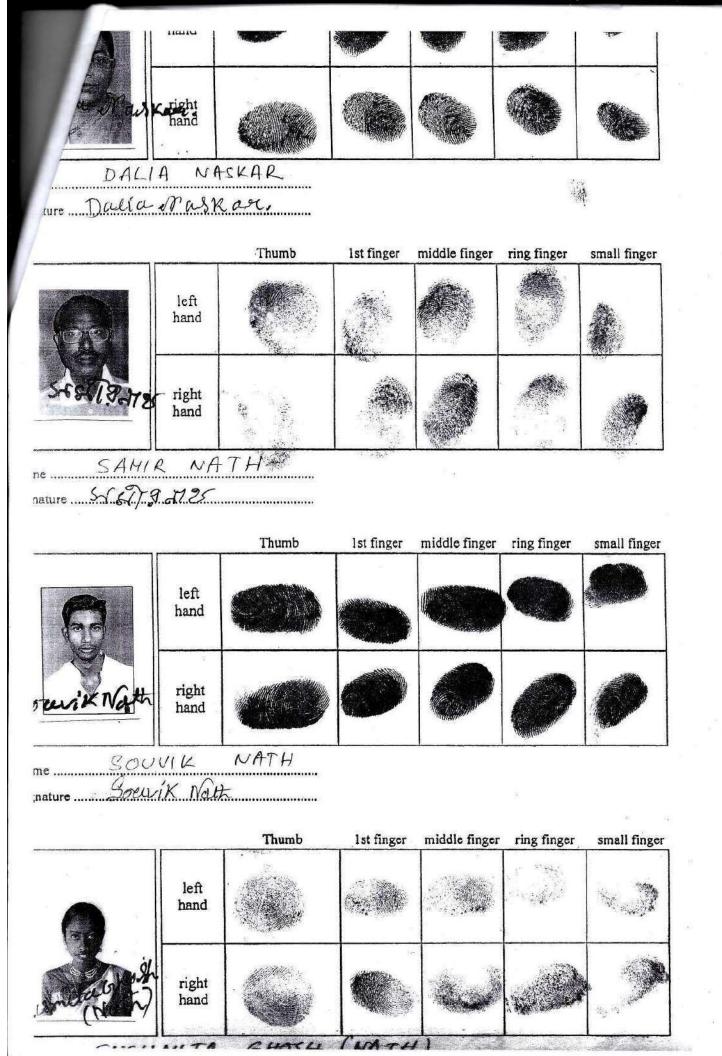
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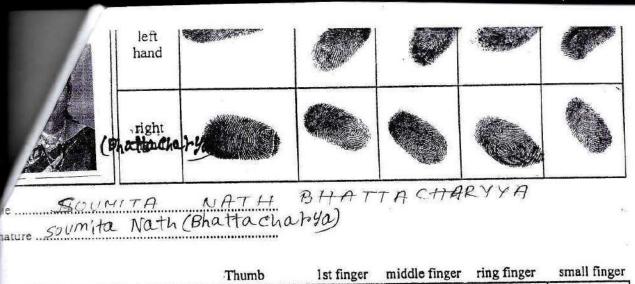
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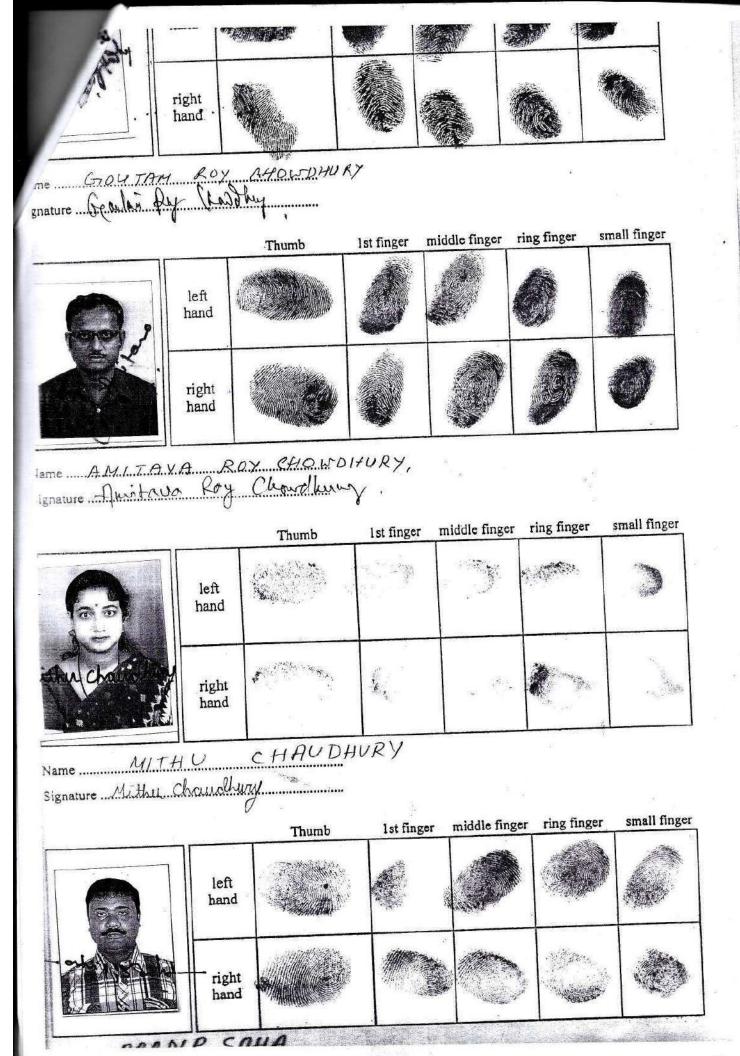
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Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS

District:-South 24-Parganas

Endorsement For Deed Number: I - 08007 of 2013

(Serial No. 08102 of 2013 and Query No. 1604L000017180 of 2013)

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

sented for registration at 23.30 hrs on:07/10/2013, at the Private residence by Pradip Saha, one

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

Biswas, wife of Lt. Ashok Kr Biswas, R K Mission Pally Sonarpur, District:-South 24-Parganas, on is admitted on 07/10/2013 by EST BENGAL, India, Pin :-700150, By Caste Hindu, By Profession : House wife

era Ghosh, wife of Lt. Ajit Kr Ghosh, R K Mission Pally Sonarpur, District: South 24-Parganas, WEST ENGAL, India, Pin:-700150, By Caste Hindu, By Profession: House wife

al Roy Chowdhury, son of Lt. Prakash Ch Roy Chowdhury, 35 N S Rd Harinavi, Thana:-Sonarpur, strict:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession :

yamal Roy Chowdhury, son of Lt. Prakash Ch Roy Chowdhury, 35 N S Rd Harinavi, hana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700148, By Caste Hindu,

an Roy Chowdhury, wife of Lt. Swapan Roy Chowdhury, 35 N S Rd Harinavi, Thana:-Sonarpur, Profession: Others strict:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession :

syantini Nath, wife of Samar Nath , Gajipur Dakter Lane, Thana:-Sonarpur, District:-South L-Parganas, WEST BENGAL, India, Pin:-700149, By Caste Hindu, By Profession: Others

aborni Roy Chowdhury, daughter of Lt. Swapan Roy Chowdhury, 35 N S Rd Harinavi Sonarpur, nana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700150, By Caste Hindu,

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aktimoy Roy Chowdhury, son of Lt. Surii Kr. Roy Chowdhury, N S Rd Harinavi Sonarpur, nana:-Sonarpur, District:-South 24-Parganas-WEST BENGAL, India, Pin:-700148, By Caste Hindu,

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Profession: Others

(Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 3

10/2013 16:39:00



Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 08007 of 2013

Serial No. 08102 of 2013 and Query No. 1604L000017180 of 2013)

- 2 Marie Jee, wife of Lt. Chittaranjan Chatterjee, 100 Mitra Para 2nd Lane, Thana:-Sonarpur, 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: Others
- wife of Gopal Ch Naskar, 251 K M Roy Chowdhury Rd, Thana:-Sonarpur, District:-South WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
- Nath, son of Lt. Sunil Kr Roy Chowdhury, 186 Kumarpara Rd Gazipur, Thana:-Sonarpur, South 24-Parganas, WEST BENGAL, India,, By Caste Hindu, By Profession: Others
- Souvik Nath, son of Samir Nath, 186 Kumarpara Rd Gazipur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
- 16. Sushmita Ghosh (nath), wife of Netai Ghosh, 17 Swarnakar Para, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700149, By Caste Hindu, By Profession: House wife
- 17. Soumita Nath Bhattacharyya, wife of Nabendu Bhattacharyya , 25 Sonali Park Bansdroni, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
- 18. Chitra Roy Chowdhury, wife of Lt. Anil Kr Roy Chowdhury, N S Rd Harinavi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700148, By Caste Hindu, By Profession: House wife
- 19. Kamalesh Roy Chowdhury, son of Lt. Anil Kr Roy Chowdhury, N S Rd Harinavi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession: Others
- 20. Sankar Roy Chowdhury, son of Lt. Anil Kr Roy Chowdhury, N°S Rd Harinavi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession: Others
- 21. Goutam Roy Chowdhury, son of Lt. Anil Kr Roy Chowdhury, N S Rd Harinavi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700148, By Caste Hindu, By Profession: Others
- 22. Amitava Roy Chowdhury, son of Lt. Anil Kr Roy Chowdhury, N S Rd Harinavi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700148, By Caste Hindu, By Profession: Others
- 23. Mithu Chaudhury
 Developer, M/s Dream Heigh Construction, 11c Naskarpara Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700041.

 , By Profession: Business
- 24. Kajal Ghoshal

 Developer, M/s Dream Height Construction, 11c Naskar Para Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700041.

 , By Profession: Business

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(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV