

# **AGREEMENT FOR DEVELOPMENT**

**B E T W E E N**

**SRI ARUNAVA MITRA & 8 OTHERS  
LANDOWNERS/FIRST PARTIES**

**AND**

**CITY VENTURE  
DEVELOPER/CONFIRMING PARTY**

**Re.: DEVELOPMENT THE PROPERT  
Mouza-Jhorehat, P.S.-Sankrail,  
J.L. No. 30, R.S. Dag No. 721,  
R.S. khatian No. 785, L.R. Dag  
No. 767, L.R. Khatian Nos.  
6019, 6018, 5849, 6012,  
6015, 6013, 6014, 6016 &  
6017 within the area of  
Jhorehat Gram Panchayet  
District Howrah- 711302.**

7091/2023

7063/2023

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

पाँच हजार रुपये

Rs. 5000

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल WEST BENGAL



H 569170

CN no 8 19/5

2/12/2023

Handwritten signature and date: 19/5/23

Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part this Document.

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

19 MAY 2023

# DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this 19<sup>th</sup> day of May, Two thousand twenty three

BETWEEN

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18.05.2023

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CITY VENTURE

"Araan Apartment", Andul Purbapara,  
P.O. Andul mouri, Samkral  
Howrah-711302

5000/-

5000/- x 1

*[Handwritten signature]*



Additional Registrar of Assurances-IV, Kolkata



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Rupak Dasgupta  
S/o. Sri Narayan Dasgupta  
Judge's court Howrah  
Howrah-711001.

LAW CLERK

ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
19 MAY 2023

BETWEEN



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



192023240059269691

GRN Details

GRN: 192023240059269691 Payment Mode: Online Payment  
GRN Date: 18/05/2023 12:56:49 Bank/Gateway: State Bank of India  
BRN : IK0CGELQE1 BRN Date: 18/05/2023 12:59:27  
GRIPS Payment ID: 180520232005926968 Payment Init. Date: 18/05/2023 12:56:49  
Payment Status: Successful Payment Ref. No: 2001268216/2/2023  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: CITY VENTURE  
Address: ANDUL PURBAPARA ANDUL MOURI SANKRAIL HOWRAH, West Bengal, 711302  
Mobile: 9831080856  
Contact No: 7003575824  
Depositor Status: Buyer/Claimants  
Query No: 2001268216  
Applicant's Name: Mr Rupak Dasgupta  
Identification No: 2001268216/2/2023  
Remarks: Sale, Development Agreement or Construction agreement  
Period From (dd/mm/yyyy): 18/05/2023  
Period To (dd/mm/yyyy): 18/05/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001268216/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	10
2	2001268216/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	14
<b>Total</b>				<b>24</b>

IN WORDS: TWENTY FOUR ONLY.

1. **SRI ARUNAVA MITRA (PAN - DYNPM2814L) (AADHAAR - 6176 6651 6633)** son of Late Amitava Mitra by occupation Retired ;

2. **SMT.DIPALI MITRA(PAN-BIZPM5890A)(AADHAAR - 4940 7679 7852)** wife of Late Amitava Mitra by occupation Pension Holder ;

3. **SRI INDRANIL MITRA (PAN - CONPM8063A) (AADHAAR - 8291 8509 2158)** son of Sri Kamal Mitra, by occupation Service ;

4. **SMT. JABA MITRA (PAN - HNPPM6368J) (AADHAAR - 4376 1775 5342)** wife of Late Swapan Mitra by occupation House hold Duties ;

5. **SRI SUMANTA MITRA (PAN - AZQPM8107R) (AADHAAR - 4912 6876 0857)** Son of late Swapan Mitra by occupation Service, No. 1 to 5 are by faith Hindu, by Nationality Indian, residing at Jhorehat Pachalpara, Post Office Jhorehat, Police Station Sankrail, District Howrah - 711302, West Bengal, India.

6. **SMT. SUSMITA GHOSH (PAN -DPXPG6044H) (AADHAAR - 7984 6042 6568)** wife of Sri Sanjib Ghosh D/o. Late Swapan Mitra by occupation House hold Duties, by faith Hindu, by Nationality Indian, residing at Nipoban 5<sup>th</sup> floor, Block - G, holding No. 9/N, Pubali, Ricksha Stand, Baguiati, Aswini Nagar, North 24 Parganas 700159, West Bengal, India.

7. **SMT. ARPITA BARDHAN (PAN - BZAPB7481A)(AADHAAR- 8179 0513 1973)** wife of Sri Shyamal Bardhan D/o. Late Swapan Mitra by occupation Household Duties, by faith Hindu, by Nationality Indian, residing at Village Sthirpara Jagannath Colony, Mandalpara, Bhatpara(M), Shyamnagar, North 24 Parganas- 743127, West Bengal, India.

Sumanta Mitra.

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ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
19 MAY 2023



**8. SMT. NANDITA MITRA (PAN - DEUPM9345P) (AADHAAR - 4724 0880 2556)** wife of late Satyajit Mitra by occupation Household Duties, by faith Hindu, by Nationality Indian, residing at Flat No. 9, Block - B, 620, Rabindra Pally, Post Office Brahmapur, Police Station Bansdrani, District South 24 Parganas - 700096, West Bengal, India.

**9. SRI SAAYAN MITRA (PAN - CPUPM4138N) (AADHAAR - 6540 9427 4376)** son of late Satyajit Mitra by occupation Service, by faith Hindu, by Nationality Indian, residing at Flat No. 9, Block - B, 620, Rabindra Pally, Post Office Brahmapur, Police Station Bansdrani, District South 24 Parganas - 700096, West Bengal, India hereinafter called and referred to as the "**LAND OWNERS/FIRST PARTIES**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors-in-interest, legal representatives and assigns) parties of the **FIRST PART.**

**AND**

**"CITY VENTURE" (PAN - AASFC3889R)** having its Registered Office at Flat No.503, Ayaan Apartment, Andul Purbapara, Andul Mouri, P.S-Sankrail, Howrah-711302, represented by its Partners **(1)SRI PRITAM NAYEK (PAN-AOOPN7346E) (AADHAR - 8296 4703 7769)** son of Sri Pankaj Nayek by faith Hindu, by occupation Business by Nationality Indian residing at Village - Prasastha, Post Office - Andul-Mouri, Police Station - Domjur, District Howrah-711302, West Bengal, India and **(2) SMT. NITI MISHRA (PAN : HZUPM0335L AND AADHAAR : 3977 8900 6214)** w/o. Shri Rahul Kumar Mishra, by faith Hindu, by occupation business, by Nationality Indian residing at Chak Sikhari, Sant Ravidas Nagar, Uttar Pradesh - 221304 West Bengal, India hereinafter called and referred to as the "**DEVELOPER/CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and

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19 MAY 2023



include its heirs, executors, successors-in-office, legal representatives and assigns) the party of the **SECOND PART**.

**1. SUBJECT MATTER OF DEVELOPMENT :-**

1.1. **ALL THAT** piece and parcel of **one demarcated plot of Rayata Mokorari Sthitiban Swatwiya Sali at present Bastu by virtue of Amalgamation containing an area of land admeasuring 04 (four) Cottahs i.e. as per ROR (LR) 06 decimals** Bastu land with old dilapidate 900 Sqft. Partly two storied pucca Building with cemented floor & 200 Sqft. R.T. Shed Room out of 17 decimals comprised in R.S. Dag No. 721 under R.S. Khatian No. 785 corresponding to L.R. Dag No. 767 under L.R. Khatian No. 138, 2554, 5849 & 2639 of Mouza Jhorehat, J.L. No.30, under Police Station Sankrail, within the area of Jhorehat Gram Panchayet, District – Howrah 711302 **TOGETHER WITH** easementary right of 12' feet wide Gram Panchayet Road on the Northern side and the Eastern side of this plot of land inclusive all sorts of easement right, heredatements, appurtenants and amenities and privileged attached thereto morefully specifically described in the **First Schedule** herein under below and referred to as the **TOTAL PROPERTY** herein after called the **“SAID PROPERTY FOR DEVELOPLMENT”**.

**2. REPRESENTATION AND WARRANTIES REGARDING TITLE :-**

The owners have made the following representation and given the following warranty to the Developer regarding title.

2.1 **BY** virtue of two **Registered Deed of Sale** one dated 23<sup>rd</sup> day of July 1963 Registered in the Office of the Sub Registrar Domjur, Howrah duly recorded in the Book No. 1, Volume No. 34 Pages 267 to 269 Being No. 2990 for the year 1963 **ALL THAT** a plot of

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Rayata Mokorary Sthitiban Swatwiya Sali Land admeasuring **05 decimals** equivalent to **03 cottahs** on the Northern side out of 17 decimals in the sixteen annas of R.S. dag No. 721 under R.S. Khatian No. 785 of Mouza Jhorehat. P.S. Sankrail, District Howrah **and another Registered Deed of Sale** dated 22<sup>nd</sup> day of June, 1964 Registered in the Office of the Sub Registrar Domjur, Howrah and recorded in the Book No. 1, Volume No. 37 Pages 149 to 151 Being No. 2334 for the year 1964 **ALL THAT** a plot of Rayata Mokorary Sthitiban Swatwiya Sali Land admeasuring **1.5 decimals** equivalent to **01 cottah** adjacent to the aforementioned Sali Land of 05 decimals or 03 cottahs on the Northern side out of 17 decimals in the sixteen annas of R.S. dag No. 721 under R.S. Khatian No. 785 of Mouza Jhorehat. P.S. Sankrail, District Howrah i.e. in total **ALL THAT** piece and parcel of Rayata Mokorari Sthitiban Swatwiya Sali Land **6.5 decimals** equivalent to **04 cottahs** Sali Land out of 17 decimals in the sixteen annas of R.S. Dag No. 721 under R.S. Khatian No. 785 of Mouza Jhorehat. P.S. Sankrail, District Howrah inclusive all sorts of easementory right user of 12' feet wide Gram Panchayet Road on the Northern side and eastern side of this plot of land morefully particularly described in the **FIRST SCHEDULE** hereunder written purchased by one **Smt. Suniti Mitra** wife of Sri Nagendra Chandra Mitra the predecessor of the Present Land owners resident of Jhorehat, P.S. Sankrail, District Howrah from the then recorded Land Owners Sri Dukhram Pakrey (minor) son of late Badan Chandra Pakrey and Smt. Tinu Bala Dasi wife of Late Badan Chandra Pakrey as herself and represented as natural guardian of her said minor son Sri Dukhram Pakrey resident of Jhorehat. P.S. Sankrail, District Howrah.

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- 2.2 **BY** virtue of aforementioned said two separate Registered Deed of Sale in the manner as aforesaid **Smt. Suniti Mitra** became absolute owner and occupier in respect of Sali land in total admeasuring **6.5 decimals** equivalent to **04 (four) cottahs** comprised in R.S. Dag No.721 under R.S. Khatian No. 785 of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within the area of Jhorehat Gram Panchayet District Howrah 711 302 with all sorts of easementary right user of 12' feet wide Gram Panchayet Road on the Northern side and Eastern side of this plot of land and by paying rents before the competent authority enjoyed the same without any interruption from any corner whatsoever with **FREE FROM ALL ENCUMBRANCES** .
- 2.3 **While in** Physical possession in the manner as aforesaid **Smt. Suniti Mitra** during her life time gifted, transferred & conveyed and area of plot of Rayata Mokorari Mourasi Sthitiban Swatwiya Sali land admeasuring **02 cottahs** on the Western Side out of her aforementioned purchased property of land 6.5 decimals equivalent to 04 cottahs comprised in R.S. Dag No.721 under R.S. Khatian No. 785 of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within the area of Jhorehat Gram Panchayet District Howrah 711 302 out of natural love and affection in favour of her son **Sri Amitava Mitra** by executing a Deed of Gift dated 12<sup>th</sup> day of January 1973 registered before the District Registrar Howrah duly recorded in the Book No. I, Volume No. 15, Pages 155 to 157 Being No.129 for the year 1973 and delivered the Khas Possession by relinquishment her right, title & interest over the said properties.
- 2.4 **Thereafter** while in Physical possession in the remaining portion 02 cottahs equivalent to 3.5 decimals Sali land in the manner as aforesaid **Smt. Suniti Mitra** died intestate in the year 1979



leaving behind surviving her five sons viz. **1. Sri Amitava Mitra, 2. Sri Swapan Mitra 3. Sri Kamal Mitra 4. Sri Satyajit Mitra and 5. Sri Prasanta Mitra** as her absolute legal heirs and successors-in-interest to inherit property left behind by her and thereby they have been possessing the said property at their own right, title & interest by paying rents and taxes. Her husband Nagendra Chandra Mitra died prior to her death.

2.5 **After** demise of said Smt. Suniti Mitra the property of left by her thus devolved upon her aforementioned legal heirs and successors who jointly inherited and became the joint owners according to their respective shares of the said property left by their predecessor-in-interest Smt. Suniti Mitra.

2.6 **By** virtue of aforementioned Deed of Gift Being No. 129 for the year 1973 of District Sub Registrar Howrah in the manner as aforesaid one of the Co-owners Sri Amitava Mitra became owner in respect of 02 cottahs Danga Land on the western side out of 04 cottahs Danga land duly mutated and recorded his name in the present settlement Land Reforms Record of Rights in respect of the said Gifted properties in the Office of the Block Land & Land Reforms Office Sankrail, Howrah and published in the Separate L.R. Khatian No. 138 of L.R. Dag No. 767 as 03 decimals Sali land according to share 0.1667 out of 17 Decimals by paying rents before the competent authority and enjoying the same by constructing partly two storied residential Building upon the said Land as per provisionally sanctioned building plan dated 16.09.1994 by the Howrah Zilla Parishad subject to condition it will be effective and treated as a sanctioned building plan after conversion of Non- Bastu Land into Bastu land. Thereafter the said plot of 03 decimals land is allowed for Bastu

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under Rule 166 of W.B.L.R vide Memo No. CONV/14076/97 dated 28.11.1997 by the B.L. & L.R.O. Sankrail, Howrah .

- 2.7 **Thereafter** said co-owner Sri Amitava Mitra while thus exercising all his right of ownership and possession over the said property he died intestate on 6<sup>th</sup> day of February in the year 2018 leaving behind surviving his son **Sri Arunava Mitra (Land Owner No. 1)** and wife **Smt. Dipali Mitra ( Land Owner No. 2)** as his legal heirs and successors-in-interest to inherit property left behind by his and thereby they have been possessing the said property at their own right, title & interest by paying rents and taxes.
- 2.8 **After** demise of said Sri Amitava Mitra the property of left by him thus devolved upon his aforementioned legal heirs and successors who jointly inherited and became the joint owners according to their respective shares of the said property left by their predecessor-in-interest Sri Amitava Mitra.
- 2.9 **And** Sri Swapan Mitra, Sri Kamal Mitra, Sri Satyajit Mitra and Sri Prasanta Mitra became joint owners and occupiers in equal share in respect of the property 02 cottahs equivalent to 3.5 decimals out of the First Schedule mentioned property herein under below.
- 2.10 **By** virtue of inherited in the manner as aforesaid one of the Co-owner Sri Swapan Mitra duly mutated and recorded his name in the present settlement Land Reforms Record of Rights in respect of the said inherited properties admeasuring **08 chittaks** in the Office of the Block Land & Land Reforms Office Sankrail, Howrah and published in the Separate L.R. Khatian No. 2554 of L.R. Dag No. 767 as 00 Decimal according to share 0.0417 out of 17 Decimals by paying rents before the competent authority.
- 2.11 **While** being in physical possession in the manner as aforesaid Sri Kamal Mitra during his lifetime Gifted, transferred and

conveyed his undivided area of land 1.4076 decimals according to share 0.0828 equivalent to 01 (one) cottahs out of 6.5 decimals equivalent to 04 (four) cottahs within the area of land 17 decimals Sali land comprised in R.S. Dag No. 721 under R.S. Khatian No. 785 corresponding to L.R. Dag No. 767 under L.R. Khatian No. 385 of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail, District Howrah out of natural love and affection in favour of his son **Sri Indranil Mitra** by executing a Deed of Gift on 28<sup>th</sup> day of September, 2021 duly registered at the Office of the District Sub Registrar-II, Howrah and recorded in the Book No.1, Volume No. 0513-2021, pages 284195 to 284213 Being No. 051308329 for the year 2021 and delivered the Khas Possession by relinquishment his right title and interest upon the said property.

2.12 **By** virtue of aforementioned Deed of Gift in the manner as aforesaid one of the co-owner said **Sri Indranil Mitra (Land Owner No. 3)** being absolute owner & occupier has mutated and recorded his name in the present Settlement Land Reforms Record of Rights in respect of the said respective gifted properties in the office of Block Land and Land Reforms Officer, Sankrail, Howrah published in the Separate L.R. Khatina No. 5849 derived from L.R. Khatian No. 385 of L.R. Dag No. 767 as 02 decimals Sali land by converted to Bastu as 1.40 decimals out of 02 decimals Sali vide Memo No. Conv./SN/470/07/923(2)/LR dated 10.04.2008 by paying rents & taxes before the competent authority.

2.13 **Thereafter** said co-owner Sri Swapan Mitra while thus exercising all his right of ownership and possession over the said property

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he died intestate on 15<sup>th</sup> day of March in the year 2019 leaving behind him surviving his wife **Smt. Jaba Mitra (Land owner No.4)**, one son **Sri Sumanta Mitra ( Land owner No. 5)** and two married daughters viz. **1. Smt. Susmita Ghosh (Land Owner No. 6)** wife of Sri Sanjib Ghosh and **2. Smt. Arpita Bardhan (Land owner No. 7)** wife of Sri Shyamal Bardhan as his legal heirs and successors-in-interest to inherit property left behind by his and thereby they have been possessing the said property at their own right, title & interest by paying rents and taxes.

2.14 **By** virtue of inherited in the manner as aforesaid one of the co-owners Sri Prasanta Mitra during his lifetime Gifted, transferred and conveyed his undivided area of land 01 (one) decimals out of 6.5 decimals equivalent to 04 (four) cottahs comprised in R.S. Dag No. 721 in the R.S. Khatian No. 785 corresponding to L.R. Dag No. 767 under L.R. Khatian No. 385 of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail, District Howrah out of love and affection in favour of his Youngest brother Sri Kamal Mitra by executing a Deed of Gift on 24<sup>th</sup> day of November, 2004 duly registered at the Office of the Additional District Sub Registrar, Ranihati Howrah and recorded in the Book No.1, Volume No. 51, pages 49 to 54 Being No. 2590 for the year 2005 and delivered the Khas Possession by relinquishment his right title and interest upon his share of land.

2.15 **By** virtue of inherited and aforementioned Deed of Gift in the manner as aforesaid one of the co-owner said Kamal Mitra being absolute owner & occupier has mutated and recorded his name in the present Settlement Land Reforms Record of Rights in respect of the said respective inherited and gifted properties in the office of Block Land and Land Reforms Officer, Sankrail, Howrah

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published in the Separate L.R. Khatina No. 385 as 1.0476 decimals Sali land of L.R. Dag No. 767 by paying rents subsequently converted the said Sali land 1.4076 into Bastu vide Memo No. Conv./SN/470/07/923(2) dated 10.04.2008.

- 2.16 **By** virtue of inherited in the manner as aforesaid one of the Co-owner Sri Satyajit Mitra duly mutated and recorded his name in the present settlement Land Reforms Record of Rights in respect of the said inherited properties admeasuring 08 chittaks in the Office of the Block Land & Land Reforms Office Sankrail, Howrah and published in the Separate L.R. Khatian No. 2639 of L.R. Dag No. 767 as 01 decimals Sali according to share 0.0417 out of 17 Decimals by paying rents before the competent authority.
- 2.17 **Thereafter** said co-owner Sri Satyajit Mitra while thus exercising all his right of ownership and possession over the said property he died intestate on 31<sup>st</sup> day of January in the year 2014 leaving behind him surviving his wife **Smt. Nandita Mitra (Land Owner No. 8)** and one son **Sri Saayan Mitra (Land Owner No. 9)** as his legal heirs and successors-in-interest to inherit property left behind by his and thereby they have been possessing the said property at their own right, title & interest by paying rents and taxes before the competent authority.

3. **MUTATION & CONVERSION :**

On the strength of aforementioned three **separate Registered Deed of Gift and by virtue of inheritance** in the manner as aforesaid, the aforementioned present **LANDOWNERS Parties of the First Part being absolute joint owners & occupiers** comprised in R.S. Dag No. 721 under R.S. Khatian No. 785 have mutated & recorded

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their names in respect of their shares out of 04 cottahs equivalent to 6.5 decimals within the area of 17 decimals land in the present settlement Land Reforms Record of Right and also converted aforesaid Sali land to Bastu land in the following manners :

No. of Land Owner	NAME OF THE OWNERS	LR. DAG	LR. KH.	SHARE AS PER LR. KH.	AREA OF LAND AS PER SHARE OF LR.KH	AREA OF LAND		DATE WITH MEMO-NO.OF CONVERSION	
						About Dec.	About Cottha		
01.	SRI ARUNAVA MITRA S/o. Late Amitava Mitra	767	6019	0.0833	1.4161	01	02	X/S-29/147/1 (2)SANK/2023 dt.20.02.2023	
02.	SMT. DIPALI MITRTRA W/o. Late Amitava Mitra	767	6018	0.0833	1.4161	02		X/S-29/146/1 (2)SANK/2023 dt.20.02.2023	
03.	SRI INDRANIL MITRA S/o. Sri Kamal Mitra	767	5849	0.0828	1.4076	02	01	Con./SANK- 470/07/923(2) /L.R. dated 10.04.2008	
04.	SMT. JABA MITRA W/o. Late Swapam Mitra	767	6012	0.0104	0.1768	00	01	X/S-29/151/1 (2)SANK/2023 dt.20.02.2023	
05.	SRI SUMANTA MITRA S/o. Late Swapam Mitra	767	6015	0.0104	0.1768	00		X/S-29/145/1 (2)SANK/2023 dt.20.02.2023	
06.	SMT. SUSMITA GHOSH @ SUSMITA MITRA GHOSH D/o. Late Swapam Mitra.	767	6013	0.0105	0.1785	00		X/S-29/150/1 (2)SANK/2023 dt.20.02.2023	
07.	SMT.ARPITA BARDHAN ARPITA-MITRA BARDHAN D/o. Late Swapam Mitra.	767	6014	0.0104	0.1768	00		X/S-29/148/1 (2)SANK/2023 dt.20.02.2023	
08.	SMT. NANDITA MITRA W/o. Late Satyajit Mitra	767	6016	0.0208	0.3536	00		X/S-29/144/1 (2)SANK/2023 dt.20.02.2023	
09.	SRI SAAYAN MITRA S/o. Late Satyajit Mitra	767	6017	0.0209	0.3553	01		X/S-29/149/1 (2)SANK/2023 dt.20.02.2023	
<b>TOTAL AREA OF LAND AS PER DEED</b>				<b>0.3328</b>	<b>5.6576</b>	<b>06</b>		<b>04</b>	
<b>04 i.e. 6½ DECIMALS and AS PER RECORD OF RIGHTS 06 DECIMALS.</b>									

#### 4. AMALGAMATION : -

4.1 On the strength of aforementioned four separate Registered Deed of Gift and by virtue of inheritance in the manner as aforesaid, the present LANDOWNERS viz. 1. SRI ARUNAVA

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**MITRA 2. SMT.DIPALI MITRA 3. SRI INDRANIL MITRA 4. SMT. JABA MITRA 5. SRI SUMANTA MITRA 6. SMT. SUSMITA GHOSH 7. SMT. ARPITA BARDHAN 8. SMT. NANDITA MITRA 9. SRI SAAYAN MITRA** have been possessing in their respective separate demarcated portion which are contiguous and/or adjoining to each other and as the said properties of the first parties being adjacent properties, the parties have jointly, mutually agreed and or unanimously decided to Develop their respective properties by raising construction of (G+4) five multistoried building as upon their said land as per sanctioned plan for the sake of better convenience of development of the aforesaid properties and as such the said land owners have mutually amalgamated their said respective properties i.e. 3(three) plots of land delineated and demarcated on the map or plan annexed hereto marked with **PLOT NO. "A"** in the name of **Land owner No. 1. SRI ARUNAVA MITRA & No. 2. SMT. DIPALI MITRA AND PLOT NO. "B"** in the name of **Land Owner No. 3. SRI INDRANIL MITRA AND PLOT NO. "C"** in the name of **Land Owner No. 4. SMT. JABA MITRA, No.5.SRI SUMANTA MITRA, No.6. SMT. SUSMITA GHOSH, No. 7. SMT. ARPITA BARDHAN, No. 8. SMT. NANDITA MITRA and No. 9. SRI SAAYAN MITRA** have merged into **one compact plot of Rayata Mokarari Sthitiban Swatiya** Sali at present Bastu land admeasuring **04 cottahs equivalent to 6.5 decimals** out of 17 decimals comprised in R.S. Dag No. 721 under R.S. Khatian No. 785 corresponding to L.R. Dag No. 767 under L.R.Khatian Nos.138, 2554, .5849 & 2639 respectively of Mouza Jhorehat, J.L. No.30, under Police Station Sankrail, within the area of Jhorehat Gram Panchayet, District - Howrah 711302 inclusive all sorts of easement right of 12' feet wide Gram Panchayet Road on

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the Northern side and on the Eastern side the plot of land by executing a **Deed of Amalgamation** on 22<sup>nd</sup> day of February 2022 registered before the office of the District Sub Registrar-II, Howrah duly recorded in the Book No. 1, Volume No. 0513-2023 Pages 39270 to 39301 Being No. 051301446 for the year 2023.

**5. TITLE OF THE OWNERS :-**

**5.1** In the above circumstances, by virtue of aforementioned Registered Deed of Amalgamation the properties mentioned in the **FIRST SCHEDULE, SECOND SCHEDULE AND THIRD SCHEDULE** have been amalgamated and/or consolidated and become one amalgamated propriety mentioned in the **FOURTH SCHEDULE** which will be treated and considered as one **COMPACT A UNIT**, the owners shall have entitled jointly transferable right & interest in respect of the aforementioned amalgamated properties **ALL THAT one compact plot of Rayata Mocarari Sthitiban Swatiya Bastu land** containing an area of land admeasuring 04 (four) cottahs equivalent to as per ROR (L.R.) **6 decimals** delineated and demarcated on the map or plan annexed hereto marked with **Plot Nos. "A", "B", "C" & "D"** comprised in R.S. Dag No. 721 under R.S. Khatian No. 785 corresponding to L.R. Dag No. 767 under L.R. Khatian Nos.138, 2554, 5849 & 2639 of Mouza Jhorehat, J.L. No.30, under Police Station Sankrail, within the area of Jhorehat Gram Panchayet, District Howrah 711302 inclusive all sorts of easement any right of 12' feet wide Gram Panchayet Road on the Northern side and on the Eastern side of this plot of land, morefully specifically described in the **FIRST SCHEDULE** hereinunder written hereinafter referred to as the **TOTAL PROPERTIES** and having got joint right title interest to execute any kind of transfer either by sale or by any other manner

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whatsoever with **FREE FROM ALL ENCUMBRANCES, liens, impendences.**

**6. DESIRE TO DEVELOP THE LAND & ACCEPTANCE :**

- 6.1** That the aforementioned Present Land Owners herein expresses their desire to develop their aforementioned a compact plot of Bastu land ad measuring 04 (four) cottahs equivalent to 6.5 decimals as per L.R. R.O.R. 06 decimals comprised in R.S. Dag No. 721 under R.S. Khatian No. 785 corresponding to L.R. Dag No. 767 under L.R. Khatian Nos.138, 2554, 5849 & 2639 of Mouza Jhorehat, J.L. No.30, under Police Station Sankrail, within the area of Jhorehat Gram Panchayet, District Howrah 711302 more fully described in the **First Schedule** mentioned land hereunder written by constructing a (G+ 4) five multistoried building containing several independent flats and car parking space, garage, shop room, Godown, office etc. as per sanctioned plan for residential cum commercial purposes thereon but they have/had no financial capacity and technical knowledge to fulfill dream they approached and made a proposal to the **DEVELOPER** Party of the Second Part orally to construct the said proposed (G+IV) five multistoried buildings on their aforesaid land at the costs and expenses of the **DEVELOPER** according to the building plan to be sanctioned by the Howrah Zilla Parishad.
- 6.2** The present land owners have already submitted a proposed residential building plan for construction (G+IV) five multistoried building upon the First Schedule mentioned property before the Howrah Zilla Parishad as the Developer has required in this respect.

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6.3 The present Developer Party of the Second part has inspected the land related documents and demarcated projected area of land and its surrounding areas and also accepted the said proposal of the present Land owners and the present land owners have decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explained more particularly in the **First Schedule** herein under written.

7. **REGISTERED GENERAL POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :**

7.1 For the smooth running of the said project, the owners herein agreed to execute jointly a Registered General Power of Attorney, by which the owners herein has appointed and nominated the said **Developer "CITY VENTURE"** having its Registered Office at Flat No.503, Ayaan Apartment, Andul Purbapara, Andul Mouri, P.S-Sankrail, Howrah-711302, represented by its Partners **Shri Pritam Nayek** s/o Shri Pankaj Nayek, residing at Village + P.O-Prasastha, P.S. Domjur, District Howrah-711302 **and Smt. Niti Mishra** w/o. Shri Rahul Kumar Mishra, residing at Chak Sikhari, Sant Ravidas Nagar, Uttar Pradesh-221304 as their constituted Attorney to act on behalf of the owners.

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-**

**ARTICLE -I :**

**1. COMMENCEMENT**

1.1 This Agreement shall be deemed to have been commenced on and with effect from the date of its execution.

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**ARTICLE -II :**  
**DEFINITIONS**

**2. IN THESE PRESENTS UNLESS THERE IS ANYTHING CONTRARY AND/OR REPUGNANT THE FOLLOWING HAVE THE MEANINGS AND EXPRESSIONS AS FOLLOWS:**

**2.1 OWNERS :** *The Owners shall mean* **1. SRI ARUNAVA MITRA** son of Late Amitava Mitra **2. SMT.DIPALI MITRA** wife of Late Amitava Mitra **3. SRI INDRANIL MITRA** Son of Sri Kamal Mitra **4. SMT. JABA MITRA** wife of Late Swapan Mitra, **5. SRI SUMANTA MITRA** son of Late Swapan Mitra all are residing at Jhorehat Pachalpara, Post Office Jhorehat, Police Station Sankrail, District Howrah - 711302. **6. SMT. SUSMITA GHOSH** wife of Sri Sanjib Ghosh D/o. Late Swapan Mitra residing at Nipoban 5<sup>th</sup> floor, Block - G, holding No. 9/N, Pubali, Ricksha Stand, Baguiati, Aswini Nagar, North 24 Parganas 700159, West Bengal. **7. SMT. ARPITA BARDHAN** wife of Sri Shyamal Bardhan D/o. Late Swapan Mitra residing at Village Sthirpara Jagannath Colony, Mandalpara, Bhatpara(M), Shyamnagar, North 24 Parganas-743127. **8. SMT. NANDITA MITRA** wife of late Satyajit Mitra **9. SRI SAAYAN MITRA** son of late Satyajit Mitra **Nos. 8 & 9** are residing at Flat No. 9, Block - B, 620, Rabindra Pally, Post Office Brahmapur, Police Station Bansdroni, District South 24 Parganas-700096, West Bengal and their respective heirs, executors, administrators, legal representatives and assigns.

**2.2 DEVELOPER :** *The Developer shall mean* **"CITY VENTURE"** having its Registered Office at Flat No.503, Ayaan Apartment, Andul Purbapara, Andul Mouri, P.S-Sankrail, Howrah-711302, represented by its Partners **Shri Pritam Nayek** s/o Shri Pankaj Nayek, residing at Village + P.O- Prasastha, P.S. Domjur, District

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Howrah-711302 **and Smt. Niti Mishra** w/o. Shri Rahul Kumar Mishra, residing at Chak Sikhari, Sant Ravidas Nagar, Uttar Pradesh-221304 and its successors, successors-in-office, representatives and assigns.

- 2.3 PREMISES :** The premises shall mean **ALL THAT** piece and parcel of **one demarcated plot of Rayata Mokorari Sthitiban Swatwiya Sali land admeasuring 04 cottahs equivalent to 6½ decimals** out of 17 decimals adjacent with the 19' feet wide Panchayet Road on the Northern side & 12' feet wide Panchayet Road on the Eastern side comprised in R.S. Dag No. 721 under R.S. Khatian No. 785 corresponding to L.R. Dag Nos. 767 under L.R. Khatian Nos. 6019, 6018, 5849, 6012, 6015, 6013, 6014, 6016 & 6017 derived from L.R. Khatian Nos. 138, 385, 2554, 5849 & 2639 respectively of Mouza Jhorehat, J.L. No.30, under Police Station Sankrail, within the area of Jhorehat Gram Panchayet, District - Howrah 711302 within the territorial Jurisdiction District Sub Registrar - Howrah, Additional District Sub Registrar - Ranihati, Howrah.
- 2.4 BUILDING :** shall mean and include the new proposed the (G+IV) five multistoried buildings consisting of several flats/ units, car parking space/garage and other structure to be constructed after demolition the existing building standing thereon upon the aforesaid premises in the First Schedule hereunder Written in accordance with the Building Plan as would be sanctioned by the Howrah Zilla Parishad at the cost of Developer.
- 2.5 DATE OF DELIVERY :** Shall mean and include the date of which after obtaining the Sanctioned building plan the owners shall handover the possession of the **First Schedule** mentioned property to the Developer for starting the construction work of the multistoried building at the said property.

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**2.6 THE UNIT** : shall mean self contained flat/car parking space/garage etc. with proportionate share of land underneath of the apartment in the premises including all fittings and fixture therein and common spaces in the said premises thereto agreed to be constructed.

**2.7 THE ARCHITECT** : shall mean such architect or architects of a firm appointed by the **DEVELOPER**/Promoter as architect for the building plan on the said premises who shall authenticate the building plan or supervise the building as per existing law prevailing in the state in accordance with law.

**2.8 OWNERS' ALLOCATION** : shall mean allocation for five **FLATS/ UNITS** in the following manners :-

On the Ground floor North West Corner admeasuring **550 Sqft.** Covered area for land owner No. 1 herein ;

On the First floor North-East corner admeasuring **700 Sqft.** Covered area for land owner No. 3 herein ;

On the First floor North West corner admeasuring **550 Sqft.** Covered area for land owner Nos. 8 & 9 herein ;

On the Third floor North-East corner admeasuring **550 Sqft.** Covered area for land owner Nos. 4,5,6 & 7 herein ;

On the Third floor North-West corner admeasuring **550 Sqft.** Covered area for land owner No. 2 herein;

**i.e. total area of five flats measuring about 2,900 Sqft. covered area** provided the aforesaid allocation shall be effected to the Deed of Partition to be executed among the co-owners as aforesaid the party of the First Part, after construction as aforesaid out of total constructed area proposed to be constructed together with undivided impartiable proportionate share or interest of land including the common facilities, common parts, common portions and common amenities appurtenant to the building which

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is to be allotted as per physical allocation which is morefully described in the **SECOND SCHEDULE** herein underwritten attached thereto to be completed in all respect in habitable condition as per specification given in the **FIFTH SCHEDULE** hereunder written.

- 2.9 DEVELOPER'S ALLOCATION** : shall mean the remaining total constructed area of building (save and except of the Owners' Allocation) to be constructed on the aforesaid land at the said premises together with undivided proportionate share in the land and in common areas and facilities and amenities of the building which is morefully described in the **THIRD SCHEDULE** herein underwritten inclusive roof of the building on prorate basis.
- 2.10 TIME** : shall mean the construction proposed multistoried Building shall be positively completed and handover owners' allocation (morefully described in the Second Schedule hereunder written) within **36 (thirty six) months** from the date of delivery of possession the **First Schedule** mentioned property after obtaining of Sanctioned/revised Building Plan to be sanctioned by the Howrah Zilla Parishad whichever is later. The time is essence of this contract.
- 2.11 ASSOCIATION** : shall mean the Association to be formed by the Developer and land **OWNERS** with the all **FLAT-OWNERS** for the common purpose.
- 2.12 BUILT UP AREA (for any Individual Unit)**: Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said Unit.

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- 2.13 COVERED AREA (for any Individual Unit) :** Here covered area means total built up area for any unit plus proportionate share of stairs, lobby, lift and lift area (if any).
- 2.14 SUPER BUUILT UP AREA (for any Individual Unit) :** Here super built up area means the total covered area plus 20% service area.
- 2.15 SPECIFICATION :** shall mean the various materials and/or specifications with such addition alteration and/or modification as may be recommended by the Architect.
- 2.16 CONSTRUCTION AREA :** shall mean the total constructible areas as may be sanctioned by the Howrah Zilla Parishad.
- 2.17 PARKING SPACE :** shall mean covered space meant for parking cars in the ground floor of the buildings for parking of motor car allotted to the respective purchaser subject to the payment by the purchaser to the Developer in respect thereof.
- 2.18 THE ADVOCATE:** shall mean Sri Prasanta Kumar Pal, Advocate, Judges' Court Howrah has been appointed by the owners & developer as the Advocate for project for preparation of necessary agreement for sale, Deed of Conveyance and any other instruments for transfer of the flat/units in the Building/apartment an arranging for execution and registration Deed thereof and also for making all other such documents required for any other purposes such maintenance agreement etc. relating to the common purposes.
- 2.19 COMMON EXPENSES :** shall mean expenses of administrator maintenance of above stated service company & also for any replacement, white washing, rebuilding, reconstruction, decorating , lighting the common portions & common areas & all other expenses & outgoing being paid to the developer or otherwise as deemed by the developer to be necessary or



incidental to & for regulating interest & right of the transferee and/or purchasers in their respective proportions.

- 2.20 COMMON FACILITIES AND AMENITIES** : shall mean include the common portion the areas facilities and amenities in the building meant for common use the corridors, lift, passage-ways, drive-ways, common lavatories, roof of the building, tube-wells, overhead water tank, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance up keep and/or proper management of the building.
- 2.21 OWNERSHIP** : shall mean the right, title and interest in the said flat/unit to be vested or transferred in the **PURCHASER**' name in lawful and absolute right of transfer or deal with the said flat in any way and/or manner.
- 2.22 MAINTENANCE CHARGE** : shall mean all proportionate share of maintenance of the common areas and facilities as hereunder written to be borne by the all Flat Owners & occupiers of the said building.
- 2.23 SALEABLE SPACE** : shall mean the space or spaces in the building or buildings available for independents use and occupation with due provision for common facilities and the space required thereof.
- 2.24 BUILDING PLAN** : shall mean such plan plans elevation designs, drawings and specifications prepared by the architect for the construction of the (G+IV) five multistoried building and sanctioned by the Zilla Parishad of the maximum permissible floor area ration available under the building Rules and Laws and shall include any amendments thereto and/or modification/alteration thereof as may be made by the Developer with the approval of the owners from time to time.

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- 2.25 TRANSFEREE** : shall mean the person/s, firm, Limited Company, Association or persons to whom any space other than the building would be transferred.
- 2.26 TRANSFER** : With the Grammatical variations shall mean transfer by means of conveyance and shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space with undivided interest in land proportionate to be area of the Flat and the right to use in common spaces multi-storied building to intending Purchaser thereof.
- 2.27 WORDS** : Importing singular shall include plural and vice-versa. Importing Masculine Gender shall include Feminine Gender likewise words importing feminine gender shall include masculine and neuter genders and similarly words importing neuter gender shall including masculine and feminine genders.
- 2.28 ACCIDENT OR MISHAPS** : The Owners shall not be liable under any circumstances in case of any Accident or Mishaps to be cause during the period of the construction of the said building the Developer shall solely responsible for the same.
- 2.29 TAX, LIABILITIES** : The Owners shall not be liable to pay the tax liability in respect of selling the Flats, spaces, under Developer's Allocation.

### **ARTICLE-III :**

#### **3. DECLARATION OF THE OWNERS**

- 3.1** The said property is not attached in any proceedings including certificate proceedings started by or at the instance of Income Tax, Wealth Tax or Gift Tax Authorities or Department or under the provisions of the Public Demands Recovery Act or otherwise and that no Certificate has been filed in the office of the

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Certificate Officer under the Provisions of the Public Demands Recovery Act and no step in execution of any certificate has been made or is pending at the instance of the Income Tax and/or wealth tax and/or Estate Duty Authorities and/or any other statutory authority or authorities.

- 3.2 That neither any notice has been issued or served under the public Demand Recovery Act to the Owners, nor has any such other notice been published.
- 3.3 That further the said property or any portion thereof is not affected by any notice of acquisition or requisition either by the Land Acquisition Collector under Land Acquisition Act and/or Rules framed there under or by any public or private body by or under the provisions of any Act or otherwise.
- 3.4 That there is no litigation over the said property pending in any court of Law or Tribunal or any other office or offices **AND** they declared that the said property is not a "**DEBOTTAR**" "**PIROTTAR**" or "**DEITY**" property **AND** they further declared that there is no arrear liability for payment of any Tax and/or any other tax or taxes in respect of the said property.
- 3.5 That the owners hereby confirm and declare that the First Schedule property is **FREE FROM ALL ENCUMBRANCES**, liens, charges, mortgages, lease, court or other attachments, lispendences, acquisition and requisition proceedings, minor's claims or any other adverse proceedings or claims from third parties which are in any way detrimental to the interest of the Developer.





- 3.6 That the owners hereby assure the Developer that all taxes and levies on the First Schedule property and any other charges thereto have been paid up to date and arrears if any till the date of this agreement shall be duly paid by them.
- 3.7 That they will at the request and costs of the Developer do or execute or cause to be done or executed all such lawful, acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property/land mentioned herein above and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed.

**ARTICLE-IV :**

**4. OWNER'S RIGHT AND REPRESENTATION**

- 4.1 **INDEMNIFICATION REGARDING POSSESSION & DELIVERY:**  
The owners are now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that the entirety of the premises morefully and particularly described in the part of the **FIRST SCHEDULE** hereunder written the projected property in as it is condition and deliver physically as well as identical possession to the developer to develop the projected property.
- 4.2 The owners' shall have right to visit the building during construction period of the Project for inspection of works with intimation to the Developer .
- 4.3 **FREE FROM ENCUMBRANCES :** The owners also Indemnify the projected property is **FREE FROM ALL ENCUMBRANCES**, charges, liens, lispences attachments, trusts, acquisition, requisition whatsoever or however and no suit or proceedings are pending in any court of law in respect of the said premises. There

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is no excess vacant land covered under urban Land Ceiling Act, 1976 as amended thereto and the owners have marketable title in respect of the **FIRST SCHEDULE** property.

**ARTICLE-V :**

**5. OWNER'S OBLIGATION & INDEMNITY**

- 5.1** The owners hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said premises by the Developer.
- 5.2** The owners hereby agree and covenant with the Developer not to do any act or Deed or thing whereby the Developer may be prevented from selling and/or disposing of any part of the Developer's Allocation in the new building or buildings to be constructed at the said premises.
- 5.3** The owners hereby agree and covenant with the Developer not to let out, mortgage, and/or charge the said premises or any portion thereof during the period of construction.
- HOWEVER**, the owners shall always have the right to enter into agreement for let out sale/lease, mortgage, charge and transfer in respect of their allocation more fully mentioned in the Second Schedule hereunder written.
- 5.4** The owners shall cause to be joined such person or persons, as a vendors as may be required by the Developer in the Agreement for sale and/or sale deeds that may be executed for sale and transfer of the Developer's Allocation.
- 5.5** The owners shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed building or buildings and for effectuating the sale and/or transfer envisaged herein.

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**5.6** After sanction of Building Plan regarding the said project, the Land owner Nos. 1,2,3,4 & 5 shall leave their aforesaid residential house situated in the Project land, in favour of Developer for starting the construction works thereto and the landowners will be shifted to rental house accommodated by the Developer at it's own cost, whereat the land owners will stay till the delivery of physical possession of their allocation of constructed units to the new building, by the Developer in their favour.

**INDEMNITY :**

- i)** The owners hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated /allotted space without any interference or disturbance provided that the Developer shall perform and fulfill the terms and conditions herein contained and/or its part to be observed and performed.
- ii)** The owners hereby undertakes to keep the Developer indemnified against all third party claims and actions against the said premises in respect of the owner's allocation at the said premises after taking over possession of the owners' allocation from the Developer.

**ARTICLE-VI :**

**6 DEVELOPER'S RIGHT AND REPRESENTATION**

**6.1 AUTHORITY OF THE DEVELOPER :** The Developer shall have the authority to deal with the property in terms of this present Agreement or negotiate with any person or persons or enter into any contract or Agreement or borrow money or take advance against their allocation or acquired right under these agreements.

**6.2 RIGHT OF CONSTRUCTION :** The owners hereby grant permission and exclusive right to the Developer to demolish the

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existing two storied building and 200 Sqft. R.T. shed rooms after obtaining sanction of the building plan and to build new building upon the projected property.

- 6.3 CONSTRUCTION COST :** The Developer shall carry total construction work of the new building in a good and workmen and with good quality of materials with the specification as mentioned in the **Fifth Schedule** at its own cost and expense and no cost shall be borne by the owners.
- 6.4 SALE PROCEEDS OF DEVELOPER'S ALLOCATION :** The developer shall have liberty to initiate the sale proceeds in respect of Developer's Allocation exclusively.
- 6.5 BOOKING & AGREEMENT FOR SALE :** Booking from intending purchasers for Developer's Allocation as per terms or the Development Agreement and the agreement with the intending purchasers will be signed by the Developer as a Constituted Attorney and on behalf of the owners. All the sale consideration of Developer's Allocation wholly will be taken by the Developer and shall issued money receipt in his concern name but without creating any liability on the owners.
- 6.6 SELLING RATE :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the owners.
- 6.7 PROFIT AND LOSS :** The Profit and Loss earned by the project will be entirely received or borne by the Developer and no amount will be adjusted from the owner's allocation on account of loss or vice versa on account of profit from Developer's allocation.
- 6.8 POSSESSION TO THE OWNERS :** On completion of the project the Developer will first deliver undisputed possession of the Owners' Allocation to the Land owners in livable condition.

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Together with all rights of the common facilities and amenities to the owners and possession letter subsequently the Developer shall release from the owners. The owners will receive possession of their specific allocated areas i.e. Owner's allocation with full and final satisfaction after causing inspection physically.

**6.9 POSSESSION TO THE INTENDING PURCHASERS :** On completion of the project the Developer will handover possession to the intending purchasers and possession letter will be signed by the Developer as Constituted Attorney of the owners in respect of the Developer's allocation.

**6.10 DEED OF CONVEYANCE :** The Deed of Conveyance in respect of Developer's Allocation will be signed by the Developer on behalf of the owners as constituted Attorney and as Developer.

#### **ARTICLE-VII :**

### **7 DEVELOPERS'S OBLIGATION & INDEMNITY**

**7.1** The Developer hereby declares that construction of the proposed building shall be positively completed and handover owner's allocation (morefully described in the **SECOND SCHEDULE** hereunder written) within **36 (thirty six)** months from the date of registration of this Development Agreement and the Power of Attorney in favour of the Developer and/or after delivery of possession of the said property by the owners for construction and/or after obtaining of sanctioned revised building plan to be sanctioned by the Howrah Zilla Parishad whichever is later. The owners also permit the Developer a grace period (excluding force majeure as per Clause No. 15) of 6 (six) months more to handover the Owners' Allocation.

**7.2** The builders/developers shall not be entitled to transfer or part with possession of any portion of their allocation in favour of any

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purchaser and/or stranger before handing over the owner's allocation to the owner. Provided however they will be at liberty to enter into the agreement for Sale, take advance for the same under the agreement but not be entitled to deliver possession to any purchaser/stranger.

- 7.3** The Developer hereby agrees and covenants with the owners not to violate or contravene any of the provision or rules applicable to construction of the said building or buildings at the said premises.
- 7.4** With the owners not to do any act, Deed or things, whereby the owners are prevented from enjoying, selling assigning and/or disposing of any Owner's Allocation in the building or buildings at the said premises vice versa.
- 7.5** The Developer hereby agrees and covenants with the owners not to\* transfer or mortgage and/or assign the benefits of this agreement or any portion thereof.
- 7.6** The developer shall complete the construction of the new building or buildings at the said premises within the time specified in clause 7.1 hereinabove.
- 7.7** For the purpose of making construction of multistoried building the Developer shall arrange for rental accommodation for the land owners who will be shifted from their dwelling house lying on the said project property, and will bear the cost of rent and fixed/settled, for the period till the delivery of physical possession of land owners' allocation of constructed units to the new building, by them in favour of those land owners.

**INDEMNITY :**

- i) The Developer hereby undertakes to keep indemnified the Owners against third party claims and action arising out of any sort of act of occupation and/or commission of the Developer in

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or relation to or arising out of the construction of the said building or buildings at the said premises.

- ii) The developer hereby undertake to keep the owner indemnified against all actions, Loss, suits, costs, default, accident, proceedings including all sorts of local problems and claims that may arise out of the Developer's actions and/or inactions with regard to the Development of the said premises and/or in the matter of construction of the said building or buildings at the said premises and/or for any defect therein.*
- iii) Not to sell any part or portion of the demised property to any person having faith other than Hindu.*
- iv) That the Developers shall solely be responsible for the construction of the said proposed building and also be responsible for the causality, if any in no cause be responsible for any defect or accident if occurs during the period of construction work thereafter.*
- v) The Developer hereby agrees and covenants with the owner not to transfer or mortgage and/or assign the benefits of this agreement or any portion thereof.*

#### **ARTICLE-VIII :**

#### **8 DEALING OF SPACE IN THE BUILDING**

**8.1 EXCLUSIVE POWER OF DEALINGS OR OWNERS :** *The owners shall be entitled to transfer or otherwise deal with owner's Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the owners' allocation for any lawful use.*

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**8.2 EXCLUSIVE POWER TO THE DEVELOPER FOR DEALINGS OF DEVELOPER'S ALLOCATION :** *The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer right, claim, interest therein and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation subject to receive owner's allocation at first with full satisfaction in all respect.*

**ARTICLE-IX :**

**9 POWER AND AUTHORITY**

**9.1 POWER OF ATTORNEY FOR BUILDING PLANS SANCTION :** *The Owners shall herein grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Building Plans Sanctioned/revalidated/modified/altered by the planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the new Building and amalgamation to any adjacent land thereto.*

**9.2 POWER OF ATTORNEY FOR CONSTRUCTION AND SALE OF DEVELOPLER'S ALLOCATION :** *The owners shall also grant to the Developer and/or its nominees a Power of Attorney for construction of the new Building and booking and sale of the Developer's Allocation described in the **THIRD SCHEDULE** below. The said Power of Attorney shall be executed by the owners immediately after execution of this Development Agreement.*

**9.3 AMALGAMATION AND EXTENSION OF PROJECT :** *Notwithstanding grant of the aforesaid Power of Attorney, the owners hereby undertake that they shall execute, as and when*

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necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the said Property with the adjoining plots for extension of the Project and use of Common Portions.

**9.4 FURTHER ACTS :** Notwithstanding grant of Power of Attorney, the owners hereby undertakes that they shall execute, as and when necessary, all papers, documents, plans etc for enabling the Developer to perform all obligations under this Agreement.

**9.5 MUTATION AND PAYMENT OF TAX AND KAZNA :** The Developer shall have authority to make application for mutation before the B.L. & L.R.O. and Jhorehat at present Banupur-II No. Gram Panchayet and any other authority or authorities as and when required and can sign everywhere in the name of the Owners by virtue of the registered Power of Attorney.

#### **ARTICLE-X :**

### **10 NEW BUILDING**

**10.1 COMPLETION OF PROJECT :** The Developer shall at its own cost construct and complete the proposed new building with good materials which may be specified by the Engineer of the Developer from time to time.

**10.2 INSTALLATION OF COMMON AMENITIES :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./ WBSEDCL and unit permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and

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constructed for sale of flats therein on ownership basis and as mutually agreed upon.

**10.3 ARCHITECT FEES ETC :** All cost charges and expenses including Architects Fees, Engineer's Fees, Plan/revised plan charges, Supervision charges etc. shall be discharged and paid by the Developer and the owners shall bear no responsibility in this context and in this respect as well as in this account.

**10.4 PANCHAYET TAXES & OTHER TAXES OF THE PROPERTY :**

The Developer shall pay and clear up all the arrears on account of rents, Panchayet Taxes and outgoings of the said property upto the date of this agreement and after that the Developer will pay the taxes and outgoings from the date of execution of these presents till the date of completion of the construction and/or allocation to be delivered in favour of owners on or after its full satisfaction in all respect.

From the date of completion and on delivery allocation of the floor area between the owners and the developer, the rents & Panchayet taxes payable for the said property shall be borne in proportion to area of Developer and area of the owners, respectively by the Developer and/or their nominees and the owners and/or their nominee/nominees respectively.

**10.5 UPKEEP REPAIR & MAINTENANCE :** Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply, sanitation and other fittings and fixture, storage and rendering common service to the buyer and occupiers of the said premises or any part or portions thereof. .

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**10.6 ALL COST & CHARGES** : All costs, charges and expenses, electrical transformer cost or any damage, loss caused owing to negligence, carelessness and/or any other reason during the construction or erection of the new building or buildings at the said premises shall be discharged by the Developer and the owner shall bear no responsibility in this context.

**ARTICLE-XI :**

**11 PROCEDURE OF DELIVERY OF POSSESSION TO THE OWNERS**

**11.1 DELIVERY OF POSSESSION** : The delivery of possession to the owners shall be made as soon as building will be completed but not later than 36 (thirty six) months from the date of Agreement for Development & execution, General Power of Attorney and/or taking possession from the owners for starting the construction work or date of sanction plan whichever later periods as may be mutually decided by and between the parties hereto. The Developer shall give possession letter to each respective owners for taking physical possession of the owners' allocation in the newly constructed building with full & final satisfaction, as per specification mentioned in the Clause No. 2.8 herein before stated.

**11.2 PAYMENT OF RENTS/PANCHAYET TAX** : After delivery of possession of the Owners' Allocation and at all times there after the owners shall exclusively be responsible for payment of all rents/panchayet and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owners' allocation only.

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**11.3 SHARE OF COMMON EXPENSES & AMENITIES :** As and from the date of delivery of possession to be received, the owners shall also be responsible to pay and bear and shall pay to the Developer/flat owner's Association, the service charges for the common facilities in the new building payable in respect of the owners' allocation such charges is to include proportionate share of premium for the insurance of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installation, appliances, stairways, lift and other common facilities whatsoever as may be mutually agreed from time to time.

#### **ARTICLE-XII**

#### **12 COMMON RESTRICTIONS OF THE OWNERS AND THE DEVELOPER :**

The owners' allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefit of all occupiers of the building, which shall include as follows :

- 12.1** Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade for activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building or buildings.
- 12.2** Neither party shall demolish or permit for defoliation any wall or other structure in their respective allocation or any portion

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hereof or make any structural alteration therein without the previous written consent and/or permission from appropriate authorities.

- 12.3** Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all the terms and conditions on their respective part to be observed and/or performed and the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 12.4** Both the parties shall abide by all laws, by laws, rules and regulations of the Government statutory bodies and/or local bodies as the case may and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said By laws and Rules & Regulations.
- 12.5** The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc., in each of their respective allocation in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequences of any breach.
- 12.6** No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other places of common use in the building or buildings.

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- 12.7** *Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the new building or buildings or in the compound corridors or any other portion or portions of the new building or buildings.*
- 12.8** *The owners shall permit the Developer and its servants and agents with or without workman and other at all reasonable times to enter into and upon the owners' allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing, maintaining, cleaning, lightering and keeping in order good condition any common facilities and/or for the purpose of pulling down repairing, maintaining and testing drainage and water pipes, electric wires and for any similar purpose.*
- 12.9** *That during the period of subsisting of the Memorandum of Joint Venture Development Agreement and during the construction of the multistoried building if any parties to the Agreement died then the legal heirs of party died will be adopted or accepted the said Joint Venture Development Agreement and obey the terms and conditions of the said Development Agreement as well as the Development Power of Attorney by executing Supplementary Agreement.*
- 12.10** *That both parties to this Joint Venture Development Agreement or their respective successors or legal heirs will obey the terms and conditions.*
- 12.11** *That after completion of the newly constructed multistoried building, roof right remains proportionate by and between the owners and Developer.*



**ARTICLE-XIII :****13 MISCELLANEOUS :**

- 13.1 CONTRACT NOT PARTNERSHIP :** *The owners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a Partnership between the Owners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.*
- 13.2 NOT RESPONSIBLE :** *The owners shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payments of the same and keep the owners indemnified against all actions, suits, proceedings costs, charges and expenses in thereof.*
- 13.3 PROCESS OF ISSUING NOTICE :** *Any notice required to be given by the Developer to the owners shall without prejudice to any other mode of service available be deemed to have been served on the owners, if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgement and shall likewise be deemed to have been served on the Developer by the owners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgement to the registered office of the Developer.*
- 13.4 FORMATION OF ASSOCIATION :** *After the completion of the said building and receiving peaceful possession of the allocation, the owners hereby agrees to abide by all the rules and regulations to be framed by any society/association/ holding organization and/or any other organization, who will be in charge or such management of the affairs of the building and/or common parts*



thereof and hereby given their consent to abide by such rules and regulations.

**13.5 NAME OF THE BUILDING :** The new building or buildings to be constructed on the said premises shall be known as "**MITRA APARTMENT**".

**13.6 RIGHT TO BORROW FUND :** The developer shall be entitled to borrow money at its own risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the owners or affecting their estate and interest on the said premises, it being expressly agreed and understood that in no event either the owner or any of their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the Developer shall keep the owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

**13.7 DOCUMENTATION :** The owners shall deliver all the original and/or certified copies of Title Deed to the Developer for their necessary compliance and the Developer will issue a written acknowledgement to the owners in this regard but the developer will return all the original documents to land owners on completion of the project work & Sale proceed.

**13.8 DECLARATION :** After obtaining the sanctioned/revised building plan both the parties shall execute on declaration and shall demarcate their allocation in accordance with this Development Agreement and the same shall be notarized.

**13.9** That the developer will demolish the aforesaid building/residential house on the project land mentioned in the First Schedule and all the demolished building materials will be taken by the Developers to realize the cost of demolition of the





building and the first party/owner shall have no right over the same.

**ARTICLE-XIV :**

- 14 CONSIDERATION :** *The owners' grant permission for exclusive right to construct the proposed building in consideration of owners' allocation to the Developer.*

**ARTICLE-XV :**

**15 FORCE MAJEURE:**

*The parties hereto shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.*

*Force Majeure shall mean flood, earthquake, riot war, storm, tempest, Civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.*

**ARTICLE XVI**

**16 ARBITRATION**

*The Parties shall attempt to settle any disputes or difference in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively disputes) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration & Conciliation Act, 1996, with modification made from time to time. In this regard, the parties*

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irrevocably agree that. The Arbitral Tribunal shall consist of one arbitrator, who shall be an advocate, to be nominated jointly by the legal Advisor of the Developer and owner's.

The Tribunal shall have summary power and be entitled to give interim awards/directions regarding the disputes and shall have further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the Law. The interim/final award of the Arbitral Tribunal shall be binding on the parties. The place of arbitration shall be under the absolute Jurisdiction.

#### **ARTICLE XVII**

#### **17 JURISDICTION :-**

In connection with the aforesaid arbitral or legal proceeding under the District Judges' Court, Howrah and the Hon'ble High Court at Calcutta shall have jurisdiction to entertain and try all action and proceedings.

#### **FIRST SCHEDULE ABOVE REFERRED TO**

#### **(Description of Land)**

**ALL THAT** piece and parcel of **one demarcated plot of Rayata Dakhali Swatwiya Sali at present Bastu by virtue of Amalgamation containing an area of land admeasuring 04 (four) Cottahs i.e. as per ROR (L.R.) 06 decimals** Bastu land with old dilapidate 900 Sqft. Partly two storied pucca Building with cemented floor & 200 Sqft. R.T. Shed Room out of 17 decimals comprised in R.S. Dag No. 721 under R.S. Khatian No. 785 corresponding to **L.R. Dag No. 767** under **L.R. Khatian No. 6019 as 01 decimal** according to the share 0.0833 i.e. 1.4161 acre & **L.R. Khatian No. 6018 as 02 decimals** according to the share 0.0833 i.e. 1.4161 acre derived from

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L.R. Khatian No. 138 **AND L.R. Dag No. 767 under L.R. Khatian No.5849 as 02 decimals** according to the share 0.0828 i.e. 1.4076 acre derived from L.R. Khatian No. 385 **AND L.R. Dag No. 767 under L.R. Khatian No. 6012 as 00 decimal** according to the share 0.0104 i.e. 0.1768 acre ; **L.R. Khatian No. 6015 as 00 decimal** according to the share 0.0104 i.e. 0.1768 acre ; **L.R. Khatian No. 6013 as 00 decimal** according to the share 0.0105 i.e. 0.1785 acre; **& L.R. Khatian No. 6014 as 00 decimal** according to the share 0.0104 i.e. 0.1768 acre derived from L.R. Khatian No. 2554 **AND L.R. Khatian No. 6016 as 00 decimal** according to the share 0.0208 i.e. 0.3536 acre & **L.R. Khatian No. 6017 as 01 decimal** according to the share 0.0209 i.e. 0.3553 acre derived from L.R. Khatian No.2639 respectively of Mouza Jhorehat, J.L. No.30, Police Station Sankrail with in area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711 302 **TOGETHER WITH** easementary right of 12' feet wide Gram Panchayet Road on the Northern side and Eastern Side of this plot of land inclusive all sorts of easement right, heridatements, appurtenants and amenities and privileged attached thereto within the territorial Jurisdiction of District Sub Registrar, Howrah and Additional District Sub Registrar Ranihati, which is shown in the annexed plan hereto delineated with the Colour **RED** border being the part of the exclusive property of the Land owners the annexed plan will be treated as part of in the subject matter of the instant **DEED OF DEVELOPMENT AGREEMENT**, which is butted and bounded in the manner following:-

**ON THE NORTH:** 12' feet wide Gram Panchayet Road.

**ON THE SOUTH:** Land of Anjali Barik & others of R.S. Dag No. 721(P).

**ON THE EAST :** 12' feet wide Gram Panchayet Road.

**ON THE WEST :** Pond of Monindra Hazra & others of R.S. Dag No. 520(P).

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**( The Owners' Allocation )**

**ALL THAT** an area to be allotted for five **FLATS/ UNITS** in the following manners :-

On the Ground floor North West Corner admeasuring **550 Sqft.** Covered area for land owner No. 1 herein ;

On the First floor North-East corner admeasuring **700 Sqft.** Covered area for land owner No. 3 herein ;

On the First floor North West corner admeasuring **550 Sqft.** Covered area for land owner Nos. 8 & 9 herein ;

On the Third floor North-East corner admeasuring **550 Sqft.** Covered area for land owner Nos. 4,5,6 & 7 herein ;

On the Third floor North-West corner admeasuring **550 Sqft.** Covered area for land owner No. 2 herein;

**i.e. total area of five flats measuring about 2,900 Sqft. covered area** provided the aforesaid allocation shall be effected to the Deed of Partition to be executed among the co-owners as aforesaid the party of the First Part, after construction out of total constructed area proposed to be constructed together with undivided impartiable proportionate share or interest of land including the common facilities, common parts, common portions and common amenities appurtenant to the building which is to be allotted as per physical allocation, thereto to be completed in all respect in habitable condition as per specification given in the **fifth Schedule** hereunder written.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**( The Developer's Allocation )**

**ALL THAT** an area of remaining area of the building (save and except of the Owners' Allocation) to be constructed (G+IV) five multistoried building on the aforesaid land at the said premises together with undivided proportionate share in the land and in common areas and facilities and amenities inclusive roof of the building on prorate basis

*RPK*



and the said property absolutely shall be the property of the Developer and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser/purchasers teamsters, by and mode of Transfer of property act and/or lease, let out or in any manner with the same as the absolute owner thereof.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Description of the Common Facilities, Benefits & Amenities provided)**

- Main Entrance & Exit and Other Gates, if any of the said Apartment.
- Stair case Landing on all floors including the roof of the buildings.
- Boundary Walls.
- Open Spaces by & between surrounding the buildings and boundary Walls of the said premises.
- Lift.
- Exterior lighting .

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**SPECIFICATIONS OF CONSTRUCTED**

1. **BUILDING** : R.C.C framed structure.
2. **WALLS** : Brick Masonary :  
Outer wall - 8" & Partition/inner wall - 5" & 3"  
with cement plaster.
3. **FLOOR** : Floor Tiles in the Bedroom, Dining Cum Living Space & Veranda.
4. **DOORS** : Main Door "Shal Frame Flash Door"  
Other Doors - Flush Door with wooden frame and fiber Door Frame & Fiber Door at Toilet.
5. **WINDOWS** : All windows will be Aluminum frame with sliding glass along Front Grill.
6. **KITCHEN** : Tiles flooring, cooking platform with Green finish marble or granite ceramic tiles wall cladding upto 3' feet over the cooking platform & one stainless sink.
7. **BATHROOM** : Antiskid floor tiles with wall Dado of Ceramic tiles upto Door height CP Fittings and white sanitary wares of reputed make. Geyser point in one Toilet.

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8. **WASH BASIN** : One wash basin point will be provided in each flat.
9. **ELECTRIC WIRING** : Concealed with Insulated of copper wiring with Modular Switches and MCB. AC Point in Master Bedroom.  
**Bed room** : 3 Light Points, 1 Fan Points, and 2 Plug Points(5 amp and 15 amp).  
**Dining** : 3 Light Points, 1 Fan points, 1 Fridge Point and 3 Plug Points ( two 5 amp & one 15 amp).  
**Verandah** : 1 Light Point, 1 Plug Point.  
**Kitchen** : 1 Light Point, Chimney Point and 2 Plug Point (15 amp) & 1 Plug point (5 amp).  
**Bath & Toilet** : 1 Light Point, 1 Exhaust Fan Point, Geyser point and 1 Plug Point (15 amp).  
**Calling Bell** : one calling point on the main Door entrance of flat.
10. **ELECTRIC METER** : Every flat will have Separate Electric Meter, the flat owners will bear the actual costs.
11. **WATER SUPPLY** : Shall have to provide the system of 24 hours water supply from Deep tube-well through overhead tank to the flat/flats in the Building.
12. **INTERNAL FINISH** : POP Finish.
13. **EXTERNAL PAINTING** : Weather Coat.
14. **LIFT** : Semi Automatic Lift Reputed make.
15. **TRANSFORMER** : Extra pay by the all flat owners including land owners
16. **EXTRA WORK** : For any extra work, other than the above standard specification, shall be charged extra and such amount shall be deposited before the Execution.
17. **GENERAL** : All the internal approach roads shall be cementing concrete with I.P.S. Brick boundary wall light of 5' with plaster. Building shall be provided with water pump, each flat have separate meter arranged by the Developer.

PK

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

**SIGNED, SEALED & DELIVERED**

by the withinnamed **OWNERS/**

**FIRST PART** in the presence of :

**WITNESSES :-**

1. Rupak Dasgupta  
Judges' Court, Howrah  
Howrah - 711101.

2. Delealrate Manna,  
Tujersaha, Panchla,  
Howrah - 711302

**SIGNED, SEALED & DELIVERED**  
by the withinnamed **DEVELOPER /**

**SECOND PART** in the presence of :

**WITNESSES :-**

1. Rujit Mukherjee  
Andul Thakurhat Howrah

2. Delealrate Manna  
Tujersaha, Panchla  
Howrah. - 711302

Read over and explained the contents in Hindi,  
Bengali to the Land owners who admits the  
same to be correct and

**Drafted & Prepared by :**

Prasanta Kumar Pal  
Prasanta Kumar Pal

Advocate

**Judges Court, Howrah**

Enrolment No. WB-1879/1981

Typed by : Rupak Dasgupta  
Rupak Das Gupta,

Jagacha, Howrah-711112.

1. Arunava Mishra

2. Dibyati Mishra


3. Juhid Mishra

4. Jala Mishra

5. Sumanta Mishra

6. Sumita Ghosh

7. Arpita Bardham

8.  LTI of Nandita Mishra  
by the pen of  
Saayan Mishra

9. Saayan Mishra

Signature of the Land owners  
**CITY VENTURE**  
Partner NAYEK

Partner

**CITY VENTURE**

Partner

Signature of the Developer/  
Second party

**"CITY VENTURE"**

Represented by its Partners

1. SRI PRITAM NAYEK

2. SMT. NITI MISHRA

SHOWING THE PLAN OF AGREEMENT FOR DEVELOPMENT OF THREE PLOTS INTO A ONE COMPACT PLOT OF SALI AT PRESENT BASTU LAND SITUATED AT MOUZA- JHOREHAT, J.L. NO.- 30, R.S. DAG NO.- 721 UNDER R.S. KHATIAN NO.- 785 P.S. SANKRAIL WITH IN THE AREA OF JHOREHAT GRAM PANCHAYET, DISTRICT- HOWRAH, PIN- 711302 AS FOLLOWS:-

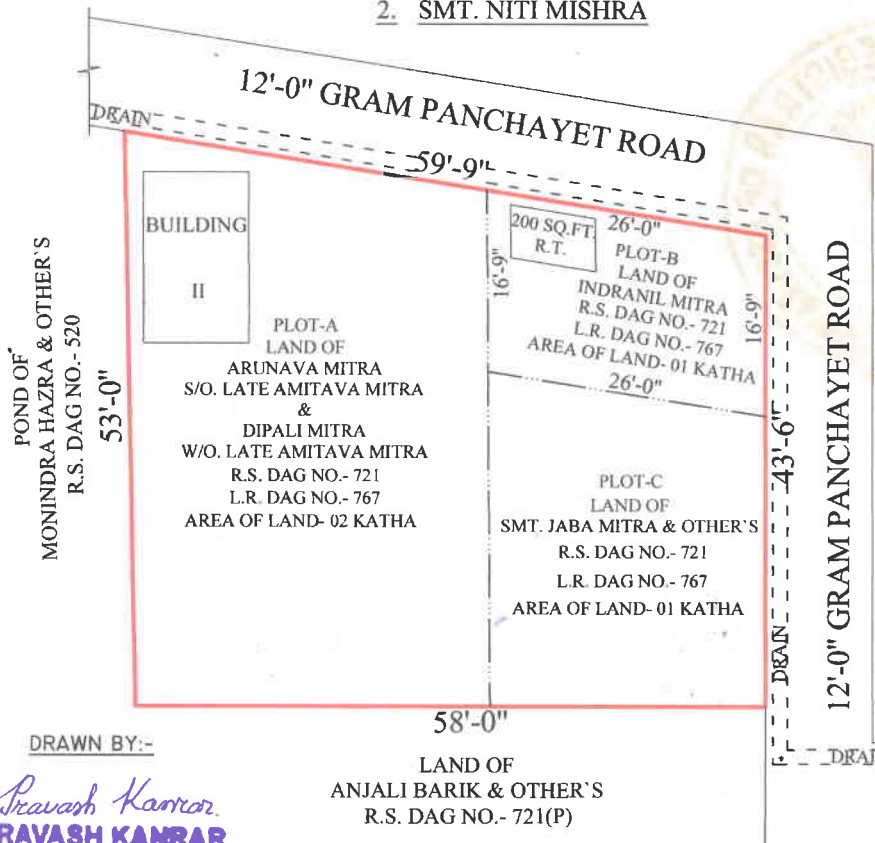
PLOT NO.	NAME & FATHER'S NAME OF THE OWNERS	L.R. DAG NO.	L.R. KH. NO.	SHARE AS PER L.R. KH.	AREA OF LAND AS PER SHARE OF L.R. KH. (ACRE)	AREA OF LAND	
						ABOUT DEC.	ABOUT KATHA
PLOT NO. "A"	SRI ARUNAVA MITRA S/o. Late Amitava Mitra	767	6019	0.0833	1.4161	3 BUILDING 900 SFT <sup>2</sup>	2
	SMT. DIPALI MITRA W/o. Late Amitava Mitra	767	6018	0.0833	1.4161		
PLOT NO. "B"	SRI INDRANIL MITRA S/o. Sri Kamal Mitra	767	5849	0.0828	1.4076	2 200 SFT. R.T.	1
PLOT NO. "C"	SMT. JABA MITRA W/o. Late Swapan Mitra	767	6012	0.0104	0.1768	1	1
	SRI SUMANTA MITRA S/o. Late Swapan Mitra	767	6015	0.0104	0.1768		
	SMT. SUSMITA MITRA GHOSH D/o. Late Swapan Mitra	767	6013	0.0105	0.1785		
	SMT. ARPITA MITRA BARDHAN D/o. Late Swapan Mitra	767	6014	0.0104	0.1768		
	SMT. NANDITA MITRA W/o. Late Satyajit Mitra	767	6016	0.0208	0.3536		
	SRI SAAYAN MITRA S/o. Late Satyajit Mitra	767	6017	0.0209	0.3553		
TOTAL AREA OF LAND AS PER DEED 04 KATHA i.e. AS PER RECORD OF RIGHTS 06 DECIMALS				0.3328	5.6576	6	4

SHOWN IN RED BORDER-

NAME OF THE DEVELOPER: " CITY VENTURE "  
 A PARTNERSHIP FIRM  
 REPRESENTED BY ITS PARTNERS  
 1. SRI PRITAM NAYEK  
 2. SMT. NITI MISHRA



*Arunava mitra*  
*Dipali mitra*  
*Indranil mitra*  
*Jaba mitra*  
*Sumanta mitra*  
*Susmita Ghosh*  
*Arpita Bardhan*  
*LT of Nandita*  
*mitra by the*  
*pcu of Saayan*  
*mitra*  
*Saayan mitra*



DRAWN BY:-  
*Pravash Kamrar*  
**PRAVASH KAMRAR**  
 Class-4 LBS of H.Z.P.  
 Regd. No. :- 114  
 Andul, Howrah

LAND OF  
 ANJALI BARIK & OTHER'S  
 R.S. DAG NO.- 721(P)

**CITY VENTURE**  
*Pritam Nayek*  
 Partner  
**CITY VENTURE**  
*Niti Mishra*  
 Partner



SPECIMEN FORM FOR TEN FINGER PRINTS



*Arumava Mishra*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature *Arumava Mishra*



*Dipali Mishra*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature *Dipali Mishra*



*Jitendra Mishra*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature *Jitendra Mishra*

*22*



Develop

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### SPECIMEN FORM FOR TEN FINGER PRINTS



Jaba Mitea

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Jaba Mitea



Sumanta Mitea

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Sumanta Mitea



Susmita Ghosh

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Susmita Ghosh

RR

**SPECIMEN FORM FOR TEN FINGER PRINTS**



*Arpita Bardhan*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature *Arpita Bardhan*



*1.17 of Nandita Mitra  
by the pen of Saayan Mitra*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature \_\_\_\_\_



*Saayan Mitra*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature *Saayan Mitra*

*PPA*



**SPECIMEN FORM FOR TEN FINGER PRINTS**



*Prateek Singh*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

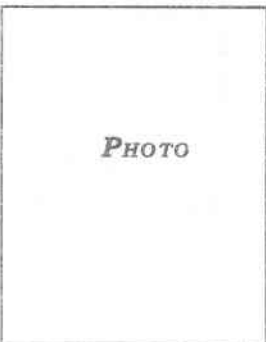
Signature *Prateek Singh*



*निधि मिश्रा*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature *निधि मिश्रा*



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature \_\_\_\_\_

*PS*

## Major Information of the Deed

Deed No :	I-1904-07063/2023	Date of Registration	19/05/2023
Query No / Year	1904-2001268216/2023	Office where deed is registered	
Query Date	17/05/2023 10:18:24 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Rupak Dasgupta Jagacha Govt. Colony, Thana : JAGACHHA, District : Howrah, WEST BENGAL, PIN - 711112, Mobile No. : 9836294432, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
Rs. 6,40,000/-	Rs. 23,91,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,010/- (Article:48(g))	Rs. 87/- (Article:E, E)		
Remarks			

### Land Details :

District: Howrah, P.S:- Sankrail, Gram Panchayat: JHORHAT, Mouza: Jhorhat, JI No: 30, Pin Code : 711302




Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-767 (RS :-)	LR-6019	Bastu	Sali	1 Dec	1,00,000/-	2,70,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L2	LR-767 (RS :-)	LR-6018	Bastu	Sali	2 Dec	1,00,000/-	5,40,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L3	LR-767 (RS :-)	LR-6015	Bastu	Sali	1 Sq Ft	20,000/-	20,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L4	LR-767 (RS :-)	LR-5849	Bastu	Sali	2 Dec	1,00,000/-	5,40,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L5	LR-767 (RS :-)	LR-6012	Bastu	Sali	1 Sq Ft	20,000/-	20,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L6	LR-767 (RS :-)	LR-6013	Bastu	Sali	1 Sq Ft	20,000/-	20,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L7	LR-767 (RS :-)	LR-6014	Bastu	Sali	1 Sq Ft	20,000/-	20,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,

L8	LR-767 (RS :- )	LR-6016	Bastu	Sali	1 Sq Ft	30,000/-	30,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L9	LR-767 (RS :- )	LR-6017	Bastu	Sali	1 Dec	30,000/-	2,70,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>6.0115Dec</b>	<b>4,40,000 /-</b>	<b>17,30,000 /-</b>	
		<b>Grand Total :</b>			<b>6.0115Dec</b>	<b>4,40,000 /-</b>	<b>17,30,000 /-</b>	



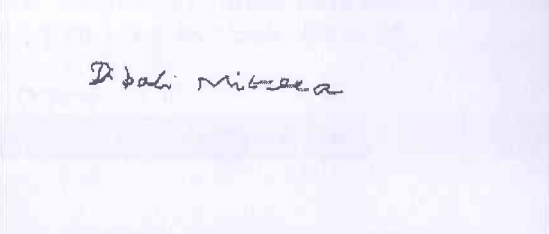


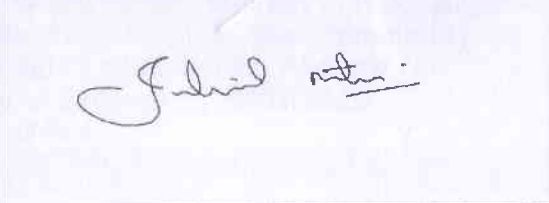


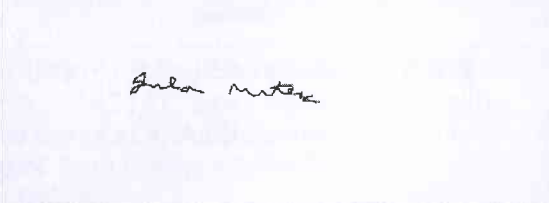


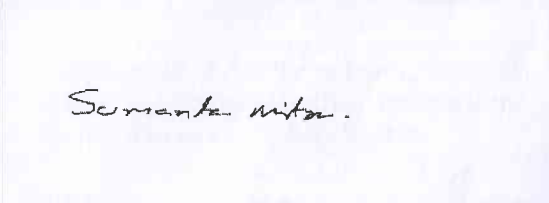
**Structure Details :**

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L3	200 Sq Ft.	40,000/-	54,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
S2	On Land L3	900 Sq Ft.	1,60,000/-	6,07,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
		<b>Total :</b>	<b>1100 sq ft</b>	<b>2,00,000 /-</b>	<b>6,61,500 /-</b>

**Land Lord Details :**

SI No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr Arunava Mitra</b> Son of Late Amitava Mitra Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 , Place : Office			
	19/05/2023		LTI 19/05/2023	19/05/2023
Jorehat Pachalpara, City:- , P.O:- Jhorehat, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: dyxxxxxx4I, Aadhaar No: 61xxxxxxxx6633, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office				



2	Name	Photo	Finger Print	Signature
	<b>Mrs Dipali Mitra</b> <b>(Presentant)</b> Wife of Late Amitava Mitra Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office			
	19/05/2023	LTI 19/05/2023	19/05/2023	
Jorehat Pachalpara, City:- , P.O:- Jhorehat, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: bixxxxxx0a, Aadhaar No: 49xxxxxxxx7852, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office				
3	Name	Photo	Finger Print	Signature
	<b>Mr Indranil Mitra</b> Son of Mr Kamal Mitra Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office			
	19/05/2023	LTI 19/05/2023	19/05/2023	
Jorehat Pachalpara, City:- , P.O:- Jhorehat, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: coxxxxxx3a, Aadhaar No: 82xxxxxxxx2158, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office				
4	Name	Photo	Finger Print	Signature
	<b>Mrs Jaba Mitra</b> Wife of Late Swapan Mitra Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office			
	19/05/2023	LTI 19/05/2023	19/05/2023	
Jorehat Pachalpara, City:- , P.O:- Jhorehat, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: hnxxxxxx8j, Aadhaar No: 43xxxxxxxx5342, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office				
5	Name	Photo	Finger Print	Signature
	<b>Mr Sumanta Mitra</b> Son of Late Swapan Mitra Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office			
	19/05/2023	LTI 19/05/2023	19/05/2023	

Jorehat Pachalpara, City:- , P.O:- Jhorehat, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: azxxxxx7r, Aadhaar No: 49xxxxxxxx0857, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office

6	Name	Photo	Finger Print	Signature
	<b>Mrs Susmita Ghosh, (Alias: Mrs Susmita Mitra Ghosh)</b> Wife of Mr Sanjib Ghosh Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office	 19/05/2023	 LTI 19/05/2023	 19/05/2023

Nipoban, 5th Floor, 9/N Pubali, Ricksha Stand, Aswini Nagar, Block/Sector: G, City:- , P.O:- Baguiati, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700159 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: dpxxxxx4h, Aadhaar No: 79xxxxxxxx6568, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office

7	Name	Photo	Finger Print	Signature
	<b>Mrs Arpita Bardhan, (Alias: Mrs Arpita Mitra Bardhan)</b> Wife of Mr Shyamal Bardhan Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office	 19/05/2023	 LTI 19/05/2023	 19/05/2023

Sthirpara Jagannath Colony, Mandalpara, New Ps.- Bhatpara, City:- , P.O:- Shyamnagar, P.S:- Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN:- 743127 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: bzxxxxx1a, Aadhaar No: 81xxxxxxxx1973, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office

8	Name	Photo	Finger Print	Signature
	<b>Mrs Nandita Mitra</b> Wife of Late Satyajit Mitra Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office	 19/05/2023	 LTI 19/05/2023	 19/05/2023

620, Rabindra Pally, Block/Sector: B, Flat No: 9, City:- , P.O:- Brahmapur, P.S:-Bansdrani, District:- South 24-Parganas, West Bengal, India, PIN:- 700096 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: dexxxxx5p, Aadhaar No: 47xxxxxxxx2556, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office



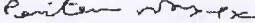





9	Name	Photo	Finger Print	Signature
	<b>Mr Saayan Mitra</b> Son of Late Satyajit Mitra Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office	 19/05/2023	 LTI 19/05/2023	 19/05/2023
620, Rabindra Pally,, Block/Sector: B, Flat No: 9, City:- , P.O:- Brahmapur, P.S:-Bansdroni, District:- South 24-Parganas, West Bengal, India, PIN:- 700096 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: cpxxxxxx8n, Aadhaar No: 65xxxxxxxx4376, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office				




**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>CITY VENTURE</b> Ayaan Apartment, Andul Purbapara, Andul Mouri, Flat No: 503, City:- , P.O:- Andul Mouri, P.S:-Sankrail, District:- Howrah, West Bengal, India, PIN:- 711302 , PAN No.: AAxxxxxx9R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr Pritam Nayek</b> Son of Mr Pankaj Nayek Date of Execution - 19/05/2023, , Admitted by: Self, Date of Admission: 19/05/2023, Place of Admission of Execution: Office	 May 19 2023 1:49PM	 LTI 19/05/2023	 19/05/2023
Prasastha, City:- , P.O:- Andul Mouri, P.S:-DOMJUR, District:-Howrah, West Bengal, India, PIN:- 711302 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: aoxxxxxx6e, Aadhaar No: 82xxxxxxxx7769 Status : Representative, Representative of : CITY VENTURE (as PARTNER)				
2	<b>Name</b> <b>Mrs Niti Mishra</b> Wife of Rahul Kumar Mishra Date of Execution - 19/05/2023, , Admitted by: Self, Date of Admission: 19/05/2023, Place of Admission of Execution: Office	 May 19 2023 1:50PM	 LTI 19/05/2023	 19/05/2023
Chak Sikhari, Sant Ravidas Nagar, City:- , P.O:- Chak Sikhari, P.S:-GYANPUR, District:-Sant Ravidas Nagar BUttar Pradesh, India, PIN:- 221304, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: hzxxxxxx5I, Aadhaar No: 39xxxxxxxx6214 Status : Representative, Representative of : CITY VENTURE (as PARTNER)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Rupak Dasgupta</b> Son of Mr Narayan Dasgupta Howrah Court, City:- , P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN:- 711101			
	19/05/2023	19/05/2023	19/05/2023
Identifier Of Mr Arunava Mitra, Mrs Dipali Mitra, Mr Indranil Mitra, Mrs Jaba Mitra, Mr Sumanta Mitra, Mrs Susmita Ghosh, Mrs Arpita Bardhan, Mrs Nandita Mitra, Mr Saayan Mitra, Mr Pritam Nayek, Mrs Niti Mishra			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Arunava Mitra	CITY VENTURE-1 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Mrs Dipali Mitra	CITY VENTURE-2 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	Mr Indranil Mitra	CITY VENTURE-0.00229167 Dec

**Transfer of property for L4**

Sl.No	From	To. with area (Name-Area)
1	Mr Indranil Mitra	CITY VENTURE-2 Dec

**Transfer of property for L5**

Sl.No	From	To. with area (Name-Area)
1	Mrs Jaba Mitra	CITY VENTURE-0.00229167 Dec

**Transfer of property for L6**

Sl.No	From	To. with area (Name-Area)
1	Mrs Susmita Ghosh	CITY VENTURE-0.00229167 Dec

**Transfer of property for L7**

Sl.No	From	To. with area (Name-Area)
1	Mrs Arpita Bardhan	CITY VENTURE-0.00229167 Dec

**Transfer of property for L8**

Sl.No	From	To. with area (Name-Area)
1	Mrs Nandita Mitra	CITY VENTURE-0.00229167 Dec

**Transfer of property for L9**

Sl.No	From	To. with area (Name-Area)
1	Mr Saayan Mitra	CITY VENTURE-1 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr Arunava Mitra	CITY VENTURE-22.22222200 Sq Ft
2	Mrs Dipali Mitra	CITY VENTURE-22.22222200 Sq Ft
3	Mr Indranil Mitra	CITY VENTURE-22.22222200 Sq Ft
4	Mrs Jaba Mitra	CITY VENTURE-22.22222200 Sq Ft
5	Mr Sumanta Mitra	CITY VENTURE-22.22222200 Sq Ft
6	Mrs Susmita Ghosh	CITY VENTURE-22.22222200 Sq Ft



7	Mrs Arpita Bardhan	CITY VENTURE-22.22222200 Sq Ft
8	Mrs Nandita Mitra	CITY VENTURE-22.22222200 Sq Ft
9	Mr Saayan Mitra	CITY VENTURE-22.22222200 Sq Ft

### Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Mr Arunava Mitra	CITY VENTURE-100.00000000 Sq Ft
2	Mrs Dipali Mitra	CITY VENTURE-100.00000000 Sq Ft
3	Mr Indranil Mitra	CITY VENTURE-100.00000000 Sq Ft
4	Mrs Jaba Mitra	CITY VENTURE-100.00000000 Sq Ft
5	Mr Sumanta Mitra	CITY VENTURE-100.00000000 Sq Ft
6	Mrs Susmita Ghosh	CITY VENTURE-100.00000000 Sq Ft
7	Mrs Arpita Bardhan	CITY VENTURE-100.00000000 Sq Ft
8	Mrs Nandita Mitra	CITY VENTURE-100.00000000 Sq Ft
9	Mr Saayan Mitra	CITY VENTURE-100.00000000 Sq Ft

### Land Details as per Land Record

District: Howrah, P.S:- Sankrail, Gram Panchayat: JHORHAT, Mouza: Jhorhat, JI No: 30, Pin Code : 711302

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 767, LR Khatian No:- 6019	Owner:অরুণাভ মিত্র, Gurdian:অমিতাভ , Address:নিজ , Classification:শালি, Area:0.01000000 Acre,	Mr Arunava Mitra
L2	LR Plot No:- 767, LR Khatian No:- 6018	Owner:দিপালী মিত্র, Gurdian:অমিতাভ , Address:নিজ , Classification:শালি, Area:0.02000000 Acre,	Mrs Dipali Mitra
L3	LR Plot No:- 767, LR Khatian No:- 6015	Owner:সুমন্ত মিত্র, Gurdian:স্বপন , Address:নিজ , Classification:শালি,	Mr Sumanta Mitra
L4	LR Plot No:- 767, LR Khatian No:- 5849	Owner:ইন্দ্রনীল মিত্র , Gurdian:কমল , Address:আব্দুল,হাওড়া , Classification:শালি, Area:0.02000000 Acre,	Mr Indranil Mitra
L5	LR Plot No:- 767, LR Khatian No:- 6012	Owner:জবা মিত্র, Gurdian:স্বপন , Address:নিজ , Classification:শালি,	Mrs Jaba Mitra
L6	LR Plot No:- 767, LR Khatian No:- 6013	Owner:সুস্মিতা মিত্র ঘোষ, Gurdian:স্বপন , Address:নিজ , Classification:শালি,	Mrs Susmita Ghosh
L7	LR Plot No:- 767, LR Khatian No:- 6014	Owner:অর্পিতা মিত্র বর্ধন, Gurdian:স্বপন , Address:নিজ , Classification:শালি,	Mrs Arpita Bardhan
L8	LR Plot No:- 767, LR Khatian No:- 6016	Owner:নন্দিতা মিত্র, Gurdian:সত্যজিত , Address:নিজ , Classification:শালি,	Mrs Nandita Mitra



L9	LR Plot No:- 767, LR Khatian No:- 6017	Owner:সায়ন মিত্র, Gurdian:সত্যজিত , Address:নিজ , Classification:শালি, Area:0.01000000 Acre,	Mr Saayan Mitra
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On 19-05-2023

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:08 hrs on 19-05-2023, at the Office of the A.R.A. - IV KOLKATA by Mrs Dipali Mitra , one of the Executants.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 23,91,500/-

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

Execution is admitted on 19/05/2023 by 1. Mr Arunava Mitra, Son of Late Amitava Mitra, Jorehat Pachalpara, P.O: Jhorehat, Thana: Sankrail, , Howrah, WEST BENGAL, India, PIN - 711302, by caste Hindu, by Profession Retired Person, 2. Mrs Dipali Mitra, Wife of Late Amitava Mitra, Jorehat Pachalpara, P.O: Jhorehat, Thana: Sankrail, , Howrah, WEST BENGAL, India, PIN - 711302, by caste Hindu, by Profession Retired Person, 3. Mr Indranil Mitra, Son of Mr Kamal Mitra, Jorehat Pachalpara, P.O: Jhorehat, Thana: Sankrail, , Howrah, WEST BENGAL, India, PIN - 711302, by caste Hindu, by Profession Service, 4. Mrs Jaba Mitra, Wife of Late Swapan Mitra, Jorehat Pachalpara, P.O: Jhorehat, Thana: Sankrail, , Howrah, WEST BENGAL, India, PIN - 711302, by caste Hindu, by Profession House wife, 5. Mr Sumanta Mitra, Son of Late Swapan Mitra, Jorehat Pachalpara, P.O: Jhorehat, Thana: Sankrail, , Howrah, WEST BENGAL, India, PIN - 711302, by caste Hindu, by Profession Service, 6. Mrs Susmita Ghosh, Alias Mrs Susmita Mitra Ghosh, Wife of Mr Sanjib Ghosh, Nipoban, 5th Floor, 9/N Pubali, Ricksha Stand, Aswini Nagar, Sector: G, P.O: Baguiati, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession House wife, 7. Mrs Arpita Bardhan, Alias Mrs Arpita Mitra Bardhan, Wife of Mr Shyamal Bardhan, Sthirpara Jagannath Colony, Mandalpara, New Ps.- Bhatpara, P.O: Shyamnagar, Thana: Jagaddal, , North 24-Parganas, WEST BENGAL, India, PIN - 743127, by caste Hindu, by Profession House wife, 8. Mrs Nandita Mitra, Wife of Late Satyajit Mitra, 620, Rabindra Pally, Sector: B, Flat No: 9, P.O: Brahmapur, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by Profession House wife, 9. Mr Saayan Mitra, Son of Late Satyajit Mitra, 620, Rabindra Pally,, Sector: B, Flat No: 9, P.O: Brahmapur, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by Profession Service

Identified by Mr Rupak Dasgupta, , Son of Mr Narayan Dasgupta, Howrah Court, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 19-05-2023 by Mr Pritam Nayek, PARTNER, CITY VENTURE (Partnership Firm), Ayaan Apartment, Andul Purbapara, Andul Mouri, Flat No: 503, City:- , P.O:- Andul Mouri, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302

Identified by Mr Rupak Dasgupta, , Son of Mr Narayan Dasgupta, Howrah Court, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 19-05-2023 by Mrs Niti Mishra, PARTNER, CITY VENTURE (Partnership Firm), Ayaan Apartment, Andul Purbapara, Andul Mouri, Flat No: 503, City:- , P.O:- Andul Mouri, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302

Identified by Mr Rupak Dasgupta, , Son of Mr Narayan Dasgupta, Howrah Court, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 87.00/- ( E = Rs 14.00/- ,I = Rs 55.00/- ,M(a) = Rs 14.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 73.00/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/05/2023 12:59PM with Govt. Ref. No: 192023240059269691 on 18-05-2023, Amount Rs: 14/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0CGELQE1 on 18-05-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,010/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 10/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 5143, Amount: Rs.5,000.00/-, Date of Purchase: 18/05/2023, Vendor name: A Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/05/2023 12:59PM with Govt. Ref. No: 192023240059269691 on 18-05-2023, Amount Rs: 10/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0CGELQE1 on 18-05-2023, Head of Account 0030-02-103-003-02



*mm*

**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 351193 to 351260

being No 190407063 for the year 2023.



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Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2023.05.25 13:47:41 +05:30  
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/05/25 01:47:41 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)



**DATED THIS 19th DAY OF MAY, 2023**

**BETWEEN**

**SRI ARUNAVA MITRA & 8 OTHERS  
LANDOWNERS/FIRST PARTIES**

**AND**

**CITY VENTURE  
DEVELOPER/CONFIRMING PARTY**

**AGREEMENT FOR DEVELOPMENT**

***Sri Prasanta Kumar Dal***

**Advocate  
Judges' Court, Howrah**