

11520/23

F-11053/23



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

N 802359

26/7/23  
Q-2/1821592/23  
certified that the document is admitted to  
registration. The signature sheets and  
the endorsement sheets attached with the  
document are the part of this document.

District Sub-Register-II  
Alipore, South 24-pargana.

26 JUL 2023

### DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 26th day of July, Two  
thousand Twenty Three (2023)

BETWEEN



Scanned with OKEN Scanner

**SRI SAURAV TUNGA, (PAN-AEXPT8264N), (Aadhaar No. 5723 5051 3266), (Mobile No. 8777540672),** Son of Sri Ashok Kumar Tunga, by faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at 36/2, C.N. Roy Road, Post Office and Police Station-Tiljola, Kolkata-700039, hereinafter called and referred to as the '**LAND OWNER**' (which terms and expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, heiresses, executors, administrators, legal representatives in office and/or assigns) of the **FIRST PART;**

**-AND-**

**B M R GROUP (PAN NO. AANFB6858J), a Partnership Firm,** having office address at 10/3, C.N. Roy Road, Kolkata -700039, representative *by* its Partners namely **(1) MR. BISWANATH DAS (PAN NO. AJYPD9582B, AADHAAR NO. 6462 8466 2786), Mobile No. 9748591645,** Son of Sri Jaihind Das, **(2) MR. RAJU DAS (PAN NO. BEOPD4547J, AADHAAR NO. 5388 4163 2513), (Mobile No. 9674661378,** Son of Sri Jaihind Das, **(3) MR. MANOJ DAS (PAN NO. AQGPD6198L, AADHAAR NO. 9095 7342 3927), (Mobile No. ),** Son of Sri Jaihind Das, all *by* faith - Hindu, all by occupation - Business, all residing at 10/4, C.N. Roy Road, Kolkata.- 700039, hereinafter called and referred to as the "**DEVELOPERS**" (which term or expression shall

unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the

**SECOND PART.**

**WHEREAS** one Nasruddin Mistry was the owner of a Land, Comprised of Mouza-Kustia, J.L. No.14, Touzi No. 1298/2833,'Dag No. 1215, Khatian No. 290, Dihi - Panchannagram, Division - 5, Sub-Division -"Q", Holding No. 12, under P.S.- Tiljala, Kolkata-700039, within local jurisdiction of the Kolkata Municipal Corporation, under Ward No. 066, District South 24 Parganas, being Kolkata Municipal Corporation Premises No. 7/6, Chandranath Roy Road, K.M.C. Ward No. 66, P.O & P.S-Tiljola, Kolkata-700039 with all paths, passages and all easement right appurtenant to the said house property.

**AND WHEREAS** the said Nasruddin Mistry died intestate leaving behind his 1 son namely Sk. Deleruddin & 1 daughter namely Abdibdhan Bibi as his legal heirs and successors.

**AND WHEREAS** the said Abdibdhan Bibi died intestate ON May 1911 behind her 1 daughter namely Amanu Jan Bibi as her only legal heirs and successors.

**AND WHEREAS** the said Sk. Deleruddin with the intention to separate his land filed a Partition Suit being No. 95, in the year

1928, in the office of 1<sup>st</sup> Additional Sub-Judge at Alipore, which  
duly assigned in the office of 2nd Additional Sub-Judge at Alipore,  
in the year 1928, as Partition Suit being No. 3, for which the Final  
Decree was passed on 15/05/1929.

**AND WHEREAS** one Hajra Khatun purchased a Land measuring  
more or less 01 Bigha 01 Cottahs 06 Chittacks 00 Sq.ft.,  
Comprised of Mouza - Kustia, J.L. No.14, Touzi No. 1298/2833,  
Dag No. 1215, Khatian No. 290, Dihi - Panchannagram, Division -  
5, Sub-Division - "Q", Holding No. 12, lying and situated at K.M.C.  
Premises No. 7, Chandra Nath Roy Road, P.S.- Tiljala, Kolkata -  
700039, within local jurisdiction of the Kolkata Municipal  
Corporation, under Ward No. 066, District South 24 Parganas, by  
way of Deed of Conveyance dated 21/04/1933, which was  
registered at S.R. Alipore and recorded in Book No. I, Volume No.  
46, Pages from 30 to 33, Being No. 1573, for the year 1933, from  
the said Amanu Jan Bibi.

**AND WHEREAS** one Sarat Chandra Pal purchased the said Land  
measuring more or less 01 Bigha 01 Cottafis 06 Chittacks 00 Sq.  
ft., Comprised of Mouza-Kustia, J.L. No.14, Touzi No. 1298/2833,  
Dag No. 1215, Khatian No.290, Dihi- Panchannagram, Division -  
5, Sub-Division -"Q", Holding No. 12, lying and situated at K.M.C.  
Premises No. 7, Chandra Nath Roy Hoad, P,S, - Tiljala, Kolkata -

700039, within local jurisdiction of the Kolkata Municipal Corporation, under Ward No. 066, District South 24 Parganas, by way of Deed of Conveyance dated 21/09/ 1949, which was registered at S.R. Alipore and recorded in Book No. I, Volume No. 87, Pages from 26 to 32, Being No. 4839, for the year 1949, from the said Hajra Khatun.

**AND WHEREAS** the said Sarat Chandra Pal made a Sale Agreement with Panchu Gopal Naskar for selling the Land measuring more or less 01 Bigha 01 Cottahs 06 Chittacks 00 Sq.ft., Comprised of Mouza - Kustia, J.L. No. 14, Touzi No. 1298/2833, Dag No. 1215, Khatian No. 290, Dihi-Panchannagram, Division - 5, Sub-Division- "Q", Holding No. 12, lying and situated at K.M.C. Premises No. 7, Chandra Nath Roy Road, P.S. -Tiljala, Kolkata - 700039, within local jurisdiction of the Kolkata Municipal Corporation, under Ward No. 066, District-South 24 Parganas, but due to some problem unable to proceed with the Deed of Conveyance and the sale agreement was terminated by consent of the parties thereto.

**AND WHEREAS** one Sri Bhabasankar Tunga purchased the portion of the Land measuring more or less 02 Cottahs 13 Chittacks 05 Sq.ft., Comprised of Mouza - Kustia, J.L. No. 14, Touzi No. 1298/2833, Dag No. 1215, Khatian No, 290, Dihi -

Panchannagram, Division - 5, Sub-Division 'Q', Holding No. 12, lying and situated at K.M.C. Premises No. 7, Chandra Nath Roy Road, P.S. - Tiljala, Kolkata - 700039, within local jurisdiction of the Kolkata Municipal Corporation, under Ward No. 066, District South 24 Parganas, by way of Deed of Conveyance dated 19/11/1952, which was registered at S.R. Alipore and recorded in Book No. I, Volume No. 114, Pages from 91 to 97, Being No. 7060, for the year 1952, from the said Sarat Chandra Pal & Panchu Gopal Naskar.

**AND WHEREAS** thereafter said Sri Bhabasankar Tunga mutated the said property in his name in the record of the Kolkata Municipal Corporation, being K.M.C. Premises No. 7/6, Chandra Nath Roy Road, P.S. - Tiljala, Kolkata - 700039, Assessee No. 21-066-02-0014-9.

**AND WHEREAS** thereafter said Sri Bhabasankar Tunga died intestate leaving behind his son namely Sri Asok Kumar Tunga and daughter namely Smt. Nibedita Tunga, present landowners herein as his only legal heirs and successors who became the absolute Landowners of the aforesaid property, by way of Hindu Succession Act, 1956.

**AND WHEREAS** one of the co-sharer Ms. Nibedita Tunga gifted her 50% undivided shares of the said house property/land

measuring more or less 1 Cottah, 7 Chhittaks and 2 sq. ft. in favour of his brother Sri Ashok Kumar Tunga vide gift deed dated 26<sup>th</sup> September, 2022 in the Office of the DSR-IV and recorded in Book No. 1, Volume No. 1604-2022, Pages from 335843 to 335862 being Deed No. 11442 for the year 2022.

**AND WHEREAS** the said Donee, namely Sri Ashok Kumar Tunga became the absolute owner of the said house property measuring more or less 2 Cottah, 13 Chhittaks, 5 sq. ft. of land with pucca structure, more or less 700 sq. ft. in dilapidated condition.

**AND WHEREAS** the said Donee Ashoke Tunga is aged about more than 80 years and for securing the future of his only son Sri Saurav Tunga, gifted the said house property as is where is basis' in favour of his son, the owner herein by way of Gift dated 29<sup>th</sup> day of December, 2022, in the Office of the DSR-III and recorded in Book No. 1, Volume No. 1603-2022, Pages from 641889 to 641907, being Deed No. 20273 for the year 2022.

**AND WHEREAS** after such gift of the house property the present owner namely Sri Saurav Tunga, became the absolute owner and in possession of the said house property, with old dilapidated structure standing thereof, lying and situated in Mouza-Kustia, Khatian No. 289 and 290, Being Sabek Dag No. 1215, Holding No. 12.

**AND WHEREAS** since the said house property with structure is in dilapidated condition and not fit for dwelling purpose has decided to develop the said house property by erecting a multistoried building through a reputed Developer/Promoter having sufficient fund and infrastructure for such Development Works.

**AND WHEREAS** the erstwhile owners entered into a Development Agreement with Power of Attorney on 13<sup>th</sup> day of December, 2021 which was registered in the Office of the DSR-II, Alipore, South 24-Parganas, with the present Developers and recorded in Book No. I, Volume No. 1603-2021, Pages from 375285 to 375324, being Deed No. 12857 for the year 2021. In pursuance of the said Development Agreement the said Developer obtained a sanctioned Building Plan being No. 2022070094 dated 1<sup>st</sup> September, 2022 and started construction works over the said property.

**AND WHEREAS** since the property involved in the said Development Agreement and Development Power of Attorney has been transferred in favour of the present owner, namely Sri Saurav Tunga, the said documents has become invalid and lost its force and accordingly the Developers herein agreed to enter into a fresh Development Agreement with Developer Power of Attorney with the present land owner with the terms and conditions as mutually agreed by and between the parties hereto.

**AND WHEREAS**, having relied upon the aforesaid representation made by the Owner, the Developer/Second Party herein discussed with the Owner regarding the terms and conditions on which development and commercial exploitation of the said property on the said premises can be undertaken and subject to verification of the title of the Owner's in respect of the concerned premises the developer has agreed to develop the land on the said premises by constructing G+3 storied building consisting of different flats, garages, shop rooms in accordance with the sanctioned Building plan by the Kolkata Municipal Corporation on the terms and conditions as mentioned in the said Development Agreement.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:-

1.1. "OWNER" shall mean **SRI SAURAV TUNGA, (PAN-AEXPT8264N), (Aadhaar No. 5723 5051 3266), (Mobile No. 8777540672)**, Son of Sri Ashok Kumar Tunga, by faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at 36/2, C.N. Roy Road, Post Office and Police Station-Tiljola, Kolkata-700039.

1.2. 'DEVELOPER' shall mean **B M R GROUP (PAN NO. AANFB6858J)**, a Partnership Firm, having office address at 10/3, C.N. Roy Road, Kolkata- 700039, **representative**

by its Partners namely (1) MR. BISWANATH DAS (PAN NO. AJYPD9582B, AADHAAR NO. 6462 8466 2786), Son of Sri Jaihind Das, (2) MR. RAJU DAS (PAN NO. BEOPD4547J, AADHAAR NO. 5388 4163 2513), Son of Sri Jaihind Das, (3) MR. MANOJ DAS (PAN NO. AQGPD61981, AADHAAR NO. 9095 7342 3927), Son of Sri Jaihind Das, all by faith - Hindu, all by occupation - Business, all residing at 10/4, C.N. Roy Road, Kolkata - 700039.

- 1.3. "**PROPERTY**" shall mean the entire plot of land measuring 2 cottah 13 Chittacks mentioned in the **FIRST SCHEDULE** as more fully and particularly described in the First Schedule hereunder.
- 1.4. "**VACANT LAND**" shall mean the entire vacant land, on the said *house* property which will be surveyed, demarcated and segregated by the Developer later on.
- 1.5. "**NEW BUILDING(S)** shall mean and include the building(s) of G+3 storied building to be constructed and used as residential and commercial purpose only at the said vacant land as per the plan to be sanctioned by the **KOLKATA MUNICIPAL CORPORATION**. The Building may be extended upto G+4 storied subject to approval of Kolkata Municipal Corporation.

1.6. "**COMMON FACILITIES AND AMENITIES**" shall mean and include stairways passageways; driveways, overhead water tank, water pump and motor, water supply system drain and sewerage and passage lights, vacant land sijace etc.

1.7. "**SALEABLE SPACE**" shall mean the space in the new G+3 building available for independent and occupation after making due provisions for the Owner's and Developer's allocation and for common facilities and the space required thereof.

1.8. "**UNIT**" shall mean the flats, garage space and space in the building (s) intended to be built and/or constructed area capable of being occupied by the transferee.

1.9. "**OWNER'S ALLOCATION**" SHALL MEAN:-  
50% of the Ground Floor, save and except, one shop room (North-West side) (sanctioned) 50% of the First Floor (Southern Side) and entire 3<sup>rd</sup> floor of the Building with proportionate shares of land underneath the Building and undivided shares of common spaces, facilities as available in the said Building.

1.9A. Apart from above share a sum of Rs.10,00,000/- (Rupees Ten Lacs) only be paid as per mode of payment given herein below of this document towards non refundable money.

**1.10. "DEVELOPERS ALLOCATION" SHALL MEAN:-**

One shop room on the Ground floor on the Northern Side of the Building and rest 50% of the Ground Floor, 50% of the First Floor (Northern Side) and entire 2<sup>nd</sup> floor of the Building with proportionate undivided shares of land underneath the said Buildings with all undivided proportionate shares of common spaces and facilities as available in the said Building.

**1.11. "BUILDING PLAN"** would mean such plan prepared by the Architect for the construction of the new building and sanctioned by the Kolkata Municipal Corporation being Building Plan No.2022070094 dated 1<sup>st</sup> September, 2022.

**1.12. "TRANSFEROR"** with its grammatical variation shall mean and include transfer by possessing and by any other means adopted for effecting what is understood as a transfer of space in G+3 building to purchasers thereof.

**1.13. "TRANSFeree"** shall mean a person, firm, limited, company, association of person not banded by the Govt. or

any Court to whom any space in the building shall be transferred.

1.14. "**ARCHITECT**" shall mean such person or persons who may be appointed by the developer for designing and planning the new building.

1.15 Words importing masculine gender shall include feminine are neuter gender and similarly words importing neuter gender shall include masculine and feminine genders and words importing singular shall include plural vis versa.

1.16. "**DEVELOPMENT POWER OF ATTORNEY**" shall mean and include the registered power of attorney will be registered by the Owners in the name of the Developer or its representative or persons who may be appointed by the Developers with the terms and conditions mentioned therein.

## **ARTICLE-II COMMENCEMENT**

2. This Agreement shall deem to have commenced with effect from the date of execution of these presents.

## **ARTICLE - III OWNERS' RIGHT & REPRESENTATION**

3.1 Owners are absolutely in possession of and/or well and sufficiently entitled to the said property and have a good and marketable title of the said property.

3.2 No one other than the Owner has any claims, right, title and / or demand over and in respect of the said property and/ or any portion thereof.

3.3 The said property is free from all encumbrances, charges, liens, lis pendents, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

3.4. There is no excess vacant land at the said property within the meaning of the urban land (Ceiling & Regulations) act.

3.5. The Owners hereby undertake and confirm that the owners will not do any act, deed or thing whereby the developer is prevented from enjoying, selling, assigning and/or disposing of the developer's allocation in the new building, if the same does not harm the come and vital interest on the owners and does not violate the Law of the Land.

#### **ARTICLE-IV: DEVELOPER'S RIGHT**

4.1 The Owners hereby grants, subject to what has been hereunder provided exclusive right to the developer to build upon the said premises and to construct the new building thereon strictly in accordance with the sanctioned plan.

4.2 All the application plan and other original papers and document as may be required by the developer for the purpose of

obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the developer on behalf of the owners at the Developer's cost and expenses and the Developer shall pay and bear all fees, including Architect's fees, charges and expense required to be paid or deposited exploitation of the said property, provided however, that the Developer shall be exclusively entitled to all refunds of any or all payment and /or deposits made by the Developer.

4.3. The Developer will be responsible to, arrange the investment towards the construction of the entire proposed building including all fees, charges and expenses for plans, and other paper and document and for the purpose to obtain necessary, sanction from the appropriate authority and for demolishing the said premises.

4.4 Nothing in the present shall be construed as assignment or conveyance in law by the Owners of the said premises or any part thereof to the Developer as creating any right title or interest in respect of the developer.

4.5 The Developers can enter into all agreements to transfer with Developers allocation receive money and issue valid money receipt for the same strictly observing the Owners' allocation and rights as stated herein above in full.

However, Owner will be treated as confirming part/Vendor of the aforesaid agreement for sale, transfer, lease, Deed of conveyance, rent between the Developer and any third party, after registration of Power of Attorney as and when asked by the developer in favour of developer or its nominee(s).

4.6. If any modification being required by Developer to be made in the building plan the same shall be done by the Developer at his own cost and the Developer shall also pay all fees including Architect's fees, all Municipal fees, charges and other expense to be incurred for the same, but If any modification is being required by owners then all related cost will be borne by the owners including Architect's fees, all Municipal fees, charges and other expenses to be incurred for the same.

4.7 The Developer hereby undertakes and confirms that the developer will not do any, deed or, -thing whereby the Owners are prevented from enjoying, selling, assigning and /or disposing of the Owners' allocation in the new building (s).

#### **ARTICLE V CONSIDERATION**

In consideration of the Owners having agreed to permit the Developer to commercially exploit the said vacant land by constructing new building(s) in accordance with the sanctioned plan.

5.1 The Developer will measure, survey, develop, segregate or partition the said vacant land from the Said property and prepare all necessary document, Architectural plan, structural design etc. and will bear all expenses for the above purpose.

5.2 The Developer will submit the plan in the name of the Owners to the Kolkata Municipal Corporation and /or any other concern authority, and obtain sanction from the authority and the owner will be bound to sign and represent themselves if necessary.

5.3 The brief specification of fixture, and fitting to be provided by the Developer in each of the flats of the Owners allocation shall be included but not limited to those indicated in the Third Schedule hereunder written.

5.4 The Developer shall, on completion of the new building first put the owners in undisputed possession as mentioned in the Second Schedule together with absolute right, title and interest over the Owners' allocation together with all rights herein including right in common to the common portion.

5.5 The Developer shall be exclusively entitled to Developer's allocation in the new building with an exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the Owners' and the Owners shall

not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.

5.6 The Owners shall be exclusively entitled to Owners' allocation in the building with an exclusive right to transfer or otherwise deal with and dispose of the same without any claim or interest therein whatsoever of the Developers; and the Developers shall not in any way interfere with or disturb quiet and peaceful possession of the Owners' allocation.

5.7 The Owner shall execute the deed of conveyance(s) in respect of the undivided proportionate share of the land which comes under Developer's allocation in favour of the Developer and /or his nominee or nominees at the times of taking possession of the Owners' allocation and all cost to be borne by the Developer and/or their nominee or nominees in such part or parts as shall be required by the Developer.

5.8 The Owners will not pay any taxes, fees or bear expenses for the said land and/or premises or Development of the land and/or remises from the date i.e. the date of signing this agreement. However any tax, fees due prior to the date-of agreement have to be paid by the Owners.

5.9. As soon as the new building is completed the Developer shall give written notice to the Owners', requiring the Owners to take

possession of the Owners' allocation in the new building and Owners shall take possession of Owners' allocation without any delay and the developer shall furnish the owners with Completion Certificate save and except the gross laches on the part of the developer.

5.10 After possession is made over to the Owners, the Owners shall not be entitled to claim any amount on account of loss or damages or otherwise from the developer on account of workmanship or otherwise nor shall the Owners claim any abatement or any kind of deduction for not providing any on the basis of any representation made by the developer.

5.11 The Owner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building without harming the come interest of the owner and without violation of Kolkata Municipal Corporation Law.

5.12 As soon as the new building is complete the Developer shall apply for completion certificate to the concern authority.

#### **ARTICLE - VII COMMON RESTRICTION**

The Owners' and Developers allocation in the new building shall be subject to the same restriction on transfer and use in the Hew

building intended for common benefits a\*hd comfortable living all occupiers of the new building which shall include the following :-

5.13 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the prior consent of the other in their behalf, after taking possession of the flats.

5.14 Neither party shall transfer or permit to transfer their respective allocation or any portion thereof unless such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.

5.15 The respective allottee shall not cause any other space or accommodation therein.

#### **ARTICLE - VIII OWNERS' OBLIGATIONS**

5.16 The Owners hereby agree and covenant with the Developer not to cause any interference or hinderance in the construction of the said new building at the vacant land by the Developer as per the sanctioned plan of the Kolkata Municipal Corporation and without harming the come interest of the owners.

5.17 The Owner hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be

prevented from selling, assigning and/or disposing of any of the Developer's allocated Portions.

5.18 The Owner hereby agrees and covenants with the developers not to let out, grant lease, mortgage and/or charge the said property or any portion hereof without the consent in writing of the developer from the date of development agreement to the date of signing the deed of conveyance of the, Developer's allocated portion in the name of the Developer & or their nominee or nominees as required by the Developer.

5.19 And the Owners will be responsible to obtain and provide Income Tax or others tax clearance if any required as per Indian law to sign the deed of conveyance.

#### **ARTICLE-VIII A DEVELOPER'S OBLIGATIONS**

6a.1 The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners may be prevented from selling, assigning and/or disposing of any of the Owners" allocated-portions.

6a.2 The Developers hereby agrees and covenants with the Owners not to let out, grant lease, mortgage and/or charge the said property or any portion hereof from the date of execution Development Agreement to the date of signing the deed of

conveyance of the Owners' allocated portion in the name of the Developer & or his nominee or nominees as required by the developer.

6a.3 The Developer shall comply with all rule & Regulations of the corporation/Municipality/Government any other competent authority which are required for the construction of the building (s) and the Owners shall in no way be held responsible for any infringement of law done by this Developers while constructing the building(s).

6a.4 All costs of constructing of the Owners allocation shall be borne and paid by the developer and such part of consideration shall be and be deem to be the price/cost/consideration of the proportionate share of the land comprised in the property as be appear to the Developer's allocation.

6a.5 The Owners shall become entitled to deal with the Owners' allocation in such manner as the Owners may deem fit and prefer, but not inconsistent with the terms and condition contained herein and as be adopted by the Developer's allocation as from the date of delivery of possession to the Owners and for that the Developer shall sign and execute all papers and documents as be required by the Owners.

6a.6 Any notice required to be given by any party on the other shall without prejudice to any mode of service available be deemed to have been served on the other if delivered by hand or sent by [repaid registered post with A/D to the addresses mentioned above.

6a.7 It is mentioned here in case any untoward / adverse situation act of using of materials or/so the onus will be on developers only and further that in case any untoward /adverse incident arising out of use of bad materials or workmanship on the building the entire onus liability will be on developer only.

#### **ARTICLE -IX OWNERS INDEMNITY**

7.1 Owners hereby undertake and indemnify that the Developer shall be entitled to the said construction and shall enjoy the Developer's allocated space without any interference.

7.2 Owners further undertake to keep the Developer indemnified against all third party claims arid action arising out of any sort of act or commission of the Owners.

#### **ARTICLE - X DEVELOPERS INDEM1NITY**

8.1 The Developer/herby undertake to keep the Owner? indemnified against all third party claims and action arising out of

any sort of act or commission of the Developer in or relative to the construction of the said new building.

#### **ARTICLE -XI MISCELLANEOUS**

9.1 The Owner and the Developers have entered into their agreement /purely as contract and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owners or as a joint venture between the parties here to in any manner nor shall the parties hereto constituted as an association of persons.

9.2 It is understood that from time to time to facilitate the construction of the new building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners' and various applications and other documents may be required to be signed or made by the Owners relating to which specified provisions may not have been mentioned herein, the Owners hereby undertakes to do all such acts, deed, matters and thing that may be reasonably required to be done in the matter and the Owners shall, sign and execute all such additions, application, power of attorney and/ or authorization and other documents as the case may be to facilitate construction of the new building provided that all such act, deeds,

matters and things do not in any way infringe, on the rights of the Owners and/or go against the documentation and incidental expenses for making such documentation shall be borne by the Developer.

9.3 The Owners will execute a power of attorney in favour of the Developer as and when asked by the Developer to sign and execute all other deed(s) deeds of conveyance(s), instrument(s) and assurances which he shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said Developer's Allocation as they could do themselves, if personally present. To present any such conveyance or; conveyances in respect of the said Developer's Allocation for registration, to admit execution and receipt of consideration before the competent Registration Authority for and to have the said conveyance registered and to all acts, deeds and things which the said attorney shall consider necessary for sale of the said Developer's Allocation to the purchasers as fully and effectually in all respects as they could do the same themselves.

9.4 Owners will bring their own electric meter at their own cost.

9.5 While dealing with and/or entering into any agreements and/or dealing with commitments relating to the Developers

allocated portion (as defined herein after) or any part thereof, the developer shall fully comply with, observe, fulfill and perform the requirements under the law and while incorporating and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the Owners shall not be responsible or liable for any commitments that may be made by the Developers.

9.6 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and or/damage to any person or persons or property of or any loss of life, the Developer shall be solely liable and responsible for the same and consequences arising therefrom in all respect and shall at all point of time keep the Owners indemnified for the same and all consequences. It is specifically agreed and understood that the Owners shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations damages, or any proceedings if initiated by any person(s) and/or any authority relation to and/or out of-erection, construction or completion of the said newly proposed building or any part thereof. All action, proceedings and consequences arising there from shall be faced by the Developer at his own cost and expenses and keep the Owners indemnified from all any loss, damages costs and consequences,

suffered or incurred there from. The Owners shall not be responsible for any damage, loss actionable nuisance.

9.7 Notwithstanding anything contained or started herein all labour, workers, supervisors, and other employees or persons by whatever definition employed, engaged deputed appointed or required for creation construction and completion or the building shall be regarded as the Developer's employees or workman and the Owners shall have no. concern with them and not be responsible or liable for meeting any obligations in any matter whatsoever.

9.8 The Developers shall be solely responsible for and make all payment, wages, dues, contributions, entitlement contractual and/or statutory, obligations, and requirements, of the workmen, supervisors, workers, labours, employees architects, and others, by whatever name called or described appointed, deputed, or engaged or required, or put on site for erection, construction, and completion of the said newly proposed building and every part thereof and the Owners shall under any circumstances be deemed to be the employer and on responsibility and/or liability will shift upon the Developers shall keep the Owners indemnified from all or any claim, damages payments, costs, and consequences suffered or incurred there from.

9.9 The Owner shall not be answerable or liable for any mode, part nature of construction or for any material to be used in course of or relating to erection, construction and completion of the building or any part thereof.

9.10 The Developers shall be duty bound to complete the building in all respect including water and sewerage connection as well as common areas and facilities and make the fully habitable for the user.

9.11 The Developers shall be bound to complete the building within 36 months from the date of sanction of the building plan to be sanctioned by the KNC and the time would be the essence of contract.

9.12 The Developers shall get an extra period to complete the building if flood, riot, strike and other major forces if any within the stipulated period.

#### **ARTICLE -XII FORCE MAJEURE**

10.1 The parties hereto shall not be considered to be liable for any Obligations hereunder to the extent that the performance of the relative obligation prevented by the existence of the force measure and shall be suspended from the obligation during the duration of the force majeure. Force Majeure shall mean flood, earthquake,

riot, war, storm, tempest, civil commotion, strike, lockout, any third party action and/or any other act or commission beyond the control of the parties hereto.

**BE IT NOTED THAT** by this Development Agreement and the related Development Power of Attorney the Developer shall only be entitled to receive consideration money by executing Agreement/Final documents for transfer of property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the part of the property under Schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/Final Document for transfer of property; between the owner and the Developer in any way. This clause shall, have overriding effect to anything written in these documents in contrary to this clause.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of a plot of Bastu Land measuring more or less 02 Cottahs 13 Chittacks 05 Sq.ft. together with 100 Sq. ft. Tiles Shed Structure thereon, Comprised of Mouza - Kustia, J.L. No.14, Touzi No. 1298/2833, Dag No.1215, Khatian No. 290, Dih-Panchannagram, Division -15, Sub-Division - "Q", Holding No. 12, lying and situated at Premises No. 7/6, Chandra Nath Roy Road, P.S.-Tiljala, Kolkata- 700039, now.-within the limits of the

Kolkata Municipal Corporation, under Ward No. 066, being K.M.C.  
Assessee No. 21-066-02-0014-9, (Road Zone:- Ward No. 66 --  
Ward No. 66), District - South 24 Parganas, which is butted and  
bounded by: -

**ON THE NORTH :** By 23 ft. wide K.M.C. Road;

**ON THE SOUTH :** By Plot No. 4 & 5;

**ON THE EAST :** By Plot No. 8;

**ON THE WEST :** By 23 ft. wide K.M.C. Road;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Owner's Allocation)**

50% of total constructed area of the building i.e. 50% on the  
Ground Floor excepting one shop room on the North Side, entire  
Third Floor South Side & entire of the First Floor (South Side) with  
undivided proportionate shares of land underneath the building  
together with the shares of common spaces facilities and amenities  
as available in the said building.

And Developers will pay Rs.10,00,000/- (Rupees Ten Lakhs) only  
as non refundable money to the owner hereto.

**Mode of Payment**

Sl. No.	Date	Mode of Payment made to the erstwhile owner	Amount
1.	13.12.2021	By Cheque No. 888779 of S.B.I Bank, Ballygunge Park Branch.	Rs.1,00,000/-
1.	14.12.2021	By Cheque No. 888778 of S.B.I Bank, Ballygunge Branch.	Rs.4,00,000/-
2.	23.09.2022	By Cheque No. 886707 of S.B.I Bank, Ballygunge Branch.	Rs.1,50,000/-
3.	23.09.2022	By Cheque No. 88667 of S.B.I Bank, Ballygunge Branch.	Rs.1,00,000/-
4.	12.12.2020	By Cash	Rs.50,000/-
5.		The Developer will pay at the time of third floor roof casting	Rs.2,00,000/-
		<b>Total =</b>	<b>Rs.10,00,000/-</b>

(Total Rupees Ten Lakhs) only.

**THE THIRD SCHEDULE ABOVE REFERRED TO****(Developers' Allocation)**

Remaining 50% of the constructed areas excepting the Landowner's allocation i.e. 50% on the Ground Floor with one shop room from the Owner's Allocation, entire 1<sup>st</sup> Floor and 50% of the 3<sup>rd</sup> floor of the building.

IN WITNESS WHEREOF the parties have hereunder set and  
subscribed their respective hands and seals hereto on the date,  
month and year first above written.

SIGNED, SEALED AND DELIVERED  
AT KOLKATA IN THE PRESENCE OF:

WITNESSES :

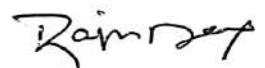
1. Asok Kumar Tunga  
36/2 C.N. Roy Road  
Kol-39

  
(Sawar Tunga)

Signature of the LANDOWNER

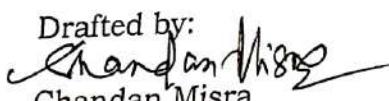
2. Nivedita Tunga  
36/2 C.N. Roy Road  
KolKata-700029.

**BMR GROUP**      **BMR GROUP**      **BMR GROUP**  
Biswa Nath      Meenaj Dev.  
        
Partner      Partner

**BMR GROU**  
  
Raimond  
Partn

Signature of the DEVELOPERS

Drafted by:

  
Chandan Misra

Advocate

High Court, Calcutta  
Bar Association Room No. 13  
Enrollment No-WB-448/1985.

MEMO OF CONSIDERATION

**RECEIVED** from the withinnamed Purchasers the within mentioned a sum of **Rs.10,00,000/-** (Rupees Ten Lakh) only being the advance amount of consideration as per memo below:-

Sl. No.	Date	Mode of Payment made to the erstwhile owner	Amount
1.	13.12.2021	By Cheque No. 888779 of S.B.I Bank, Ballygunge Park Branch.	Rs.1,00,000/-
1.	14.12.2021	By Cheque No. 888778 of S.B.I Bank, Ballygunge Branch.	Rs.4,00,000/-
2.	23.09.2022	By Cheque No. 886707 of S.B.I Bank, Ballygunge Branch.	Rs.1,50,000/-
3.	23.09.2022	By Cheque No. 88667 of S.B.I Bank, Ballygunge Branch.	Rs.1,00,000/-
4.	12.12.2020	By Cash	Rs.50,000/-
5.		The Developer will pay at the time of third floor roof casting	Rs.2,00,000/-
		Total =	<b>Rs.10,00,000/-</b>

(Total Rupees Ten Lakhs) only.

WITNESSES:

1. *Alok Kumar Tunga*

*Tunga (Swarav Tunga)*

Signature of the Land Owner

2. *Nivedita Tunga*

*✓*

SPECIMEN FORM FOR TEN FINGERPRINTS

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

Signature Sunga (Saurav Tunga)



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

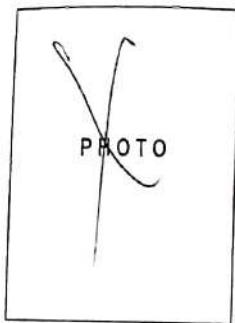
Signature Raju Das



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

Signature Meenaj Das

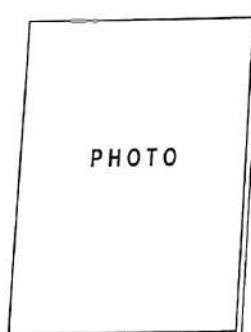
# SPECIMEN FORM FOR TEN FINGERPRINTS



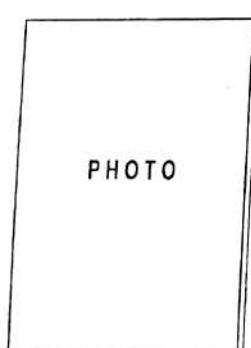
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

### Major Information of the Deed

Deed No :	I-1603-11053/2023	Date of Registration	26/07/2023
Query No / Year	1603-2001821592/2023	Office where deed is registered	
Query Date	18/07/2023 12:18:05 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Chandan Misra High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9432065664, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 10.00.000/-]		
Set Forth value	Market Value		
Rs. 12,00,000/-	Rs. 1,28,87,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 10,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Tiljala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: C. N. Roy Road  
Road Zone : (PG Road -- PG 3rd Lane (Word -66)) , , Premises No: 7/6, , Ward No: 066 Pin Code : 700039

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	2 Katha 13 Chatak 5 Sq Ft	10,00,000/-	1,26,87,500/-	Width of Approach Road: 23 Ft.,
	Grand Total :			4.6521Dec	10,00,000 /-	126,87,500 /-	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	2,00,000/-	2,00,000/-	Structure Type: Structure
	Total :	100 sq ft	2,00,000 /-	2,00,000 /-	

Floor No: 1, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Tiles Shed, Extent of Completion: Complete



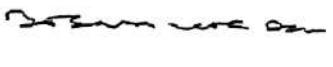
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>Mr SAURAV TUNGA</b> Son of Mr ASHOK KUMAR TUNGA Executed by: Self, Date of Execution: 26/07/2023 , Admitted by: Self, Date of Admission: 26/07/2023 ,Place : Office			
36/2, C. N. Roy Road, City:- Not Specified, P.O:- TILJOLA, P.S:-Tiljala, District:-South 24-Parganas West Bengal, India, PIN:- 700039 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AExxxxxx4N, Aadhaar No: 57xxxxxxxx3266, Status :Individual, Executed by: Sel Date of Execution: 26/07/2023 , Admitted by: Self, Date of Admission: 26/07/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>BMR GROUP</b> 10/3, C. N. Roy Road, City:- Not Specified, P.O:- TILJOLA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700039 , PAN No.: AAxxxxxx8J,Aadhaar No Not Provided by IJIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>Mr BISWANATH DAS (Presentant )</b> Son of Mr JAIHIND DAS Date of Execution - 26/07/2023, , Admitted by: Self, Date of Admission: 26/07/2023, Place of Admission of Execution: Office			
10/4, C. N. Roy Road, City:- Not Specified, P.O:- TILJOLA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700039, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AJxxxxxx2B, Aadhaar No: 61xxxxxxxx2786 Status : Representative, Representative of : BMF GROUP (as PARTNER)				

Name	Photo	Finger Print	Signature
Mr RAJU DAS Son of Mr JAIHIND DAS Date of Execution - 26/07/2023, , Admitted by: Self, Date of Admission: 26/07/2023, Place of Admission of Execution: Office			Raju
10/4, C. N. Roy Road, City:- Not Specified, P.O:- TILJOLA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700039, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: BExxxxxx7J, Aadhaar No: 53xxxxxxxx2513 Status : Representative, Representative of : BMF GROUP (as PARTNER)			26/07/2023
3 Mr MANOJ DAS Son of Mr JAIHIND DAS Date of Execution - 26/07/2023, , Admitted by: Self, Date of Admission: 26/07/2023, Place of Admission of Execution: Office			manoj das
10/4, C. N. Roy Road, City:- Not Specified, P.O:- TILJOLA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700039, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AQxxxxxx8L, Aadhaar No: 90xxxxxxxx3927 Status : Representative, Representative of : BMI GROUP (as PARTNER)			26/07/2023

#### Identifier Details :

Name	Photo	Finger Print	Signature
Mr CHANDAN MISHRA Son of Late ANIL KUMAR MISHRA RIM NO. 13, BAR ASSOCIATION, HIGH COURT CALCUTTA, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			Chandan Mishra
Identifier Of Mr SAURAV TUNGA, Mr BISWANATH DAS, Mr RAJU DAS, Mr MANOJ DAS			26/07/2023

#### Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SAURAV TUNGA	BMR GROUP-4.65208 Dec

#### Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr SAURAV TUNGA	BMR GROUP-100.00000000 Sq Ft

On 26-07-2023

**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 numb (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:22 hrs on 26-07-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS b BISWANATH DAS ,

**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 1,28,87,500/-

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

Execution is admitted on 26/07/2023 by Mr SAURAV TUNGA, Son of Mr ASHOK KUMAR TUNGA, 36/2, Road: Roy Road, , P.O: TILJOLA, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste by Profession Business

Indentified by Mr CHANDAN MISHRA, , , Son of Late ANIL KUMAR MISHRA, RIIM NO. 13, BAR ASSOCIATION, COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, P 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 26-07-2023 by Mr BISWANATH DAS, PARTNER, BMR GROUP (Partnership Firm), 1 N. Roy Road, City:- Not Specified, P.O:- TILJOLA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, 700039

Indentified by Mr CHANDAN MISHRA, , , Son of Late ANIL KUMAR MISHRA, RIIM NO. 13, BAR ASSOCIATION, COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, P 700001, by caste Hindu, by profession Advocate

Execution is admitted on 26-07-2023 by Mr RAJU DAS, PARTNER, BMR GROUP (Partnership Firm), 10/3, C. Road, City:- Not Specified, P.O:- TILJOLA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 7

Indentified by Mr CHANDAN MISHRA, , , Son of Late ANIL KUMAR MISHRA, RIIM NO. 13, BAR ASSOCIATION, COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, P 700001, by caste Hindu, by profession Advocate

Execution is admitted on 26-07-2023 by Mr MANOJ DAS, PARTNER, BMR GROUP (Partnership Firm), 10/3, C. Roy Road, City:- Not Specified, P.O:- TILJOLA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN 700039

Indentified by Mr CHANDAN MISHRA, , , Son of Late ANIL KUMAR MISHRA, RIIM NO. 13, BAR ASSOCIATION, COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, P 700001, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 10,053.00/- ( B = Rs 10,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 10,02 Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of India Online on 25/07/2023 2:28PM with Govt. Ref. No: 192023240141937758 on 25-07-2023, Amount Rs: 10,021/- SBI EPay ( SBEPay ), Ref. No. 0416674357825 on 25-07-2023, Head of Account 0030-03-104-001-16

卷之三

the top Reserve Experts from experts in this country; a Dr. J. C. G. van Straaten will come to University of  
of Oxford - the lecture.

protection of public property, many Hungarian towns have issued permits for such structures. Some of these permits are valid for 4-5 years and have to be renewed every 2-3 years. Between the 1950s and 1970s, the number of such structures increased from 100 to 1000.

1990-1991  
Annual Report  
of the  
Ministry of  
Education  
and Training  
of Ontario

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 303506 to 303548

being No 160311053 for the year 2023.



Digitally signed by Debasish Dhar  
Date: 2023.07.26 11:59:37 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/07/26 11:59:37 AM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)