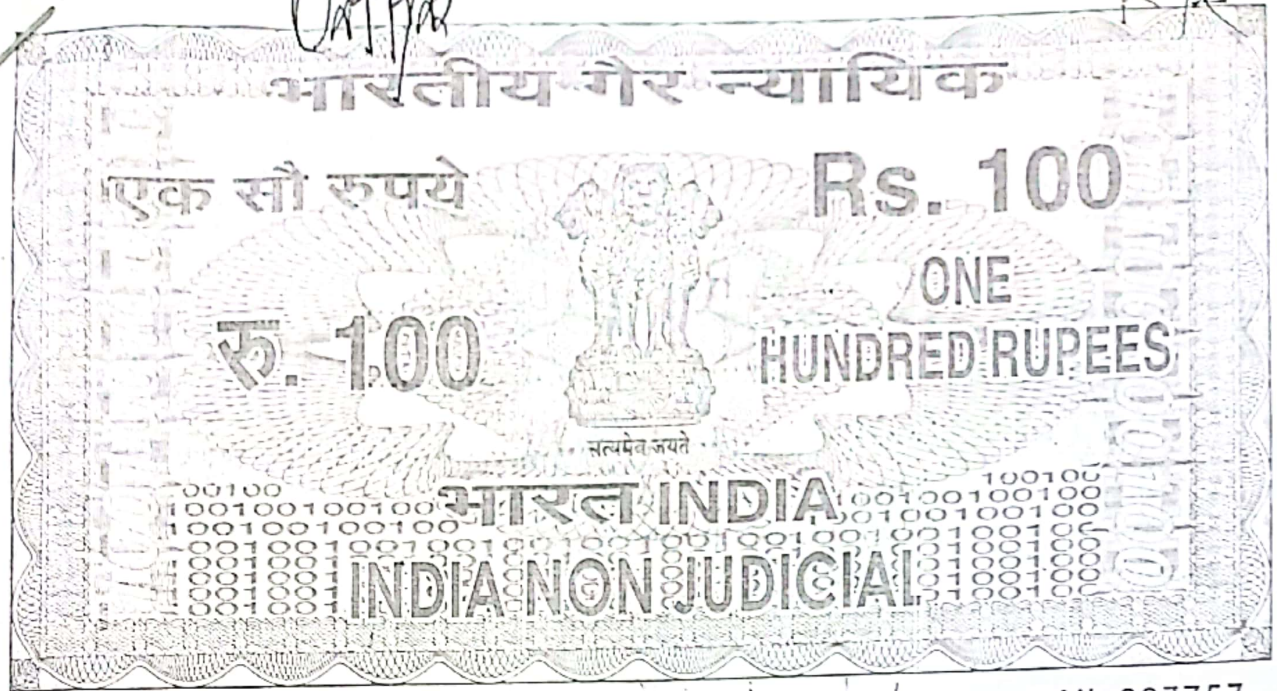


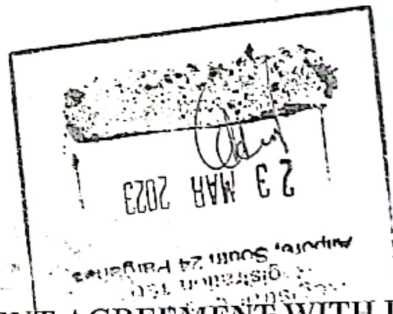
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पश्चिम बंगाल WEST BENGAL AN 097357

02/03/2023  
5-2000988943/2023



DEVELOPMENT AGREEMENT WITH DEVELOPMENT  
POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT WITH DEVELOPMENT  
POWER OF ATTORNEY is made this the 02<sup>nd</sup> day of March.....

Two Thousand Twenty-Three (2023) BETWEEN

(1) SRI ASHIM PATWARI alias SRI ASHIM PATWARY, (PAN: BSWPP7158P & AADHAAR: 3419 8553 9807), son of late Kamal Patwari, by faith – Hindu, Indian Citizen, residing at 2/1, Patwary Para, Kolkata-700078, P. S. – Garfa and (2) SRI SANJOY PATWARY alias SRI SANJOY PATOWARY, (PAN: BSOPP3783L & AADHAAR: 5527 1092 0517), son of late Krishna alias Krishna Pada Patowary, by faith – Hindu, Indian Citizen, residing at 2/2, Garfa Patowary Para, Kolkata – 700078, P.S. – Survey Park, hereinafter jointly and collectively called and referred to as the “OWNERS” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors, representative, administrator and assigns) of the FIRST PART.

**AND**

M/S. R. R. DEVELOPER, a Proprietorship firm, having its office at 757A, Kalikapur Road, 22, Square Land Park, Kolkata-700078, represented by its Proprietor SRI PRADIP KUMAR NASKAR (PAN: ABQPN1558B & Aadhar No.-8869 7214 7782), son of late Chandra Kumar Naskar, By faith – Hindu, Indian Citizen, by occupation – Business, residing at 19, Kalikapur Road, P.S. Garfa, Kolkata – 700099, hereinafter called and referred to as the “DEVELOPER” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors-in-interest, executors, administrator and assigns) of the SECOND PART.

WHEREAS one Sri Annada Patwari was seized and possessed of or otherwise well and sufficiently entitled to All That land comprised in situated at Mouza-Garfa, J.L. No.19, comprised in R.S. Khatian No. 811,

817, 819, under P.S. formerly Tollygunge then Jadavpur thereafter Kasba now Survey Park, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.104, Sub-Registry/A.D.S.R. at Sealdah, in the District of South 24-Parganas, more fully described in the First Schedule hereunder written and his name was duly recorded in the finally published Settlement records of rights as the absolute owner thereof.

**AND WHEREAS** while the said Sri Annada Patwari enjoyed the said land, died intestate leaving behind him surviving his four sons Sri Kamal Patwari, Sri Krishna alias Krishna Pada Patowary, Sri Satish Patwari and Sri Kashinath Patwari as his only legal heirs and successors, who jointly inherited the said land left by the said deceased.

**AND WHEREAS** for the purpose of more convenient use and enjoyment, the said Sri Kamal Patwari, Sri Krishna Patowary, Sri Satish Patwari and Sri Kashinath Patwari made partition or division of the said land among themselves by a **Deed of Partition**, dated **06.04.1987**, registered in the office of District Sub-Registrar at Alipore and recorded in Book No. I, Deed No. 7535 for the year 1987 and the said Sri Krishna alias Krishna Pada Patowary was exclusively allotted the land measuring 7 Cottah 3 Chittak be the same a little more or less, situated at Mouza-Garfa, J.L. No.19, comprised in R.S. Dag No.2385, 2386, 2377, appertaining to R.S. Khatian No.819, under P.S. formerly Tollygunge then Jadavpur thereafter Kasba now Survey Park, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.104, Sub-Registry/A.D.S.R. at Sealdah, in the District of South 24-Parganas, more fully described in the First Schedule hereunder written. Sri Kamal Patwari was exclusively allotted the land measuring 7 Cottah 2 Chittak be the same a little more or less, situated at Mouza-Garfa, J.L. No.19, comprised in R.S. Dag No.2385, 2386, 2377, and 2377/2510,

appertaining to R.N. Khatian No.219, 217, under P.S. formerly Tollygunge then Jadavpur thereafter Kasba now Survey Park, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.104, Sub-Registry/A.D.S.R. at Sealdah, in the District of South 24-Parganas.

AND WHEREAS after such partition, the said Sri Krishna alias Krishna Pada Patowary mutated his name in the office of the Kolkata Municipal Corporation in respect of the said land, which was known and numbered as KMC Premises No.135, Patoary Para and Assessee No.31-104-32-0135-2, having its postal address-2/2, Garfa Patwari Para Road, Kolkata-700078, upon payment of rates and taxes thereto.

AND WHEREAS after such partition, the said Sri Kamal Patwari mutated his name in the office of the Kolkata Municipal Corporation in respect of the said land, which was known and numbered as KMC Premises No.134, Patoary Para and Assessee No.31-104-32-0134-0, having its postal address-2/2, Garfa Patwari Para Road, Kolkata-700078, upon payment of rates and taxes thereto.

AND WHEREAS while the said Sri Krishna alias Krishna Pada Patowary enjoyed the said land upon constructing a structure, died intestate on 12.03.2015 leaving behind him surviving his wife Smt. Kamala Patwari, two sons Sri Ranjan Patwari and Sri Sanjay Patwari and two daughters namely Smt. Bina Halder and Smt. Dolly Bakshi, as his only legal heirs and successors, who jointly inherited the said property left by the said deceased, each having 1/5<sup>th</sup> share therein, as per Hindu Succession Act.1956.

AND WHEREAS for the purpose of more convenient use and enjoyment, the said Smt. Kamala Patwari, Sri Ranjan Patwari and Sri Sanjay Patwari, Smt. Bina Halder and Smt. Dolly Bakshi made partition

or division of the said land by a Bengali Deed of Partition, dated 31.12.2021, registered in the office of D.S.R.-III at Alipore and recorded in Book No. I, Volume No.1603-2021, page from 429040 to 429080, Deed No.160314054 for the year 2021, the Owner No. 2 herein namely **Sri Sanjoy Patwary** exclusively got and acquired **ALL THAT** piece and parcel of **BASTU** land measuring **01 Cottah 01 Chittak 22 sq. ft.** be the same a little more or less together with 100 sq. ft. tile shed structure standing thereon, situated at Mouza-Garfa, J.L. No.19, comprised in R. S. Dag No.2385 appertaining to R.S. Khatian No.819, being **Premises No.:135, Patoary Para** and Assessee No.:31-104-32-0135-2, Kolkata-700078, under P.S. formerly Tollygunge then Jadavpur thereafter Kasba now Survey Park, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.104, Br.-XI, Sub-Registry/A.D.S.R. at Sealdah, in the District of 24-Parganas, since South 24-Parganas, more fully described in the Second Schedule hereunder written.

AND WHEREAS the Owner No. 2 herein namely **Sri Sanjoy Patwary** mutated his name in the office of the Kolkata Municipal Corporation in respect of the said Premises No.: **135/1, Patoary Para** and Assessee No.: **31-104-32-0720-2**, Kolkata-700078, upon payment of rates and taxes thereto.

AND WHEREAS by a Bengali Deed of Gift, dated 13.01.2006, registered in the office of D.S.R.-III at Alipore and recorded in Book No. I, Volume No.1, page from 4513 to 4531, Deed No. - **215** for the year 2006, the Owner No.1 herein namely **Sri Ashim Patwari** got and acquired **ALL THAT** piece and parcel of **BASTU** land measuring **03 Cottah 08 Chittak 23 sq. ft.** be the same a little more or less together with 100 sq. ft. tile shed structure standing thereon, situated at Mouza-Garfa, J.L. No.19, comprised in Dag No.2385, appertaining to R.S.

Khatian No.819, being Premises No.-134, Patoary Para and Assessee No.31-104-32-0134-0, Kolkata-700078, under P.S. formerly Tollygunge then Jadavpur thereafter Kasba now Survey Park, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.104, Sub-Registry/A.D.S.R. at Sealdah, in the District of South 24-Parganas, more fully described in the First Schedule hereunder written, from his father Sri Kamal Patwari.

AND WHEREAS the Owner Sri Ashim Patwari mutated his name in the office of the Kolkata Municipal Corporation in respect of the said Premises No.134, Patoary Para and Assessee No. 31-104-32-0134-0, Kolkata-700078, upon payment of rates and taxes thereto.

AND WHEREAS the Owner No.1, Sri Ashim Patwari & the Owner No.2, Sri Sanjoy Patwary, mutated their names as the absolute Owner of their respective Plot of land in the records of the B.L. & L.R.O. and the character of the Land is now recorded as BASTU as per B.L. & L.R.O. records against the above said Owner.

AND WHEREAS for the purpose of better enjoyment and occupation, the Owners No. 1 & 2, herein amalgamate the said two adjoining plots of Bastu land altogether measuring about 04 Cottah 10 Chittak 00 sq. ft. be the same a little, situated at Mouza-Garfa, J.L. No.19, comprised in R.S.Dag No.2385 appertaining to R. S. Khatian No.819, more fully described in the First Schedule hereunder written, by a Deed of Amalgamation on 24/01/2023 which was registered in the office of D.S.R. – IV at Alipore and was recorded in Book No. I, Volume No. 1604-2023, Pages from 26346 to 26362, Being no. 160400793 for the year, 2023.

AND WHEREAS the Joint Owners herein mutated their names in respect of the said amalgamated plot of Bastu land, which has since been

known and numbered as Single Premises No. 134, Patoary Para, vide Assessee No.31-104-32-0134-0, Kolkata-700078, under P.S. Survey Park, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.104, Br. No.-XI, upon payment of rates and taxes thereto.

AND WHEREAS after becoming the lawful Owners of the aforesaid premises, the above said Owners have mutated their names as the Joint Owners of the land measuring about **04 Cottahs 10 Chittaks 00 sq. ft.** net Bastu land in the records of The Kolkata Municipal Corporation and have paid taxes in respect of the aforesaid premises from time to time and the said property is known as **KMC Premises No.134, Patoary Para**, Assessee No.31-104-32-0134-0, Kolkata-700078, under P.S. Survey Park, within the limits of The Kolkata municipal Corporation, Ward No. 104, Br. No. XI. The Joint Owners herein, have now decided to construct a new Straight III Storied Building consisting of several residential flats, in different floors and Car Parking Spaces on the Ground Floor of the proposed Straight III Storied Building in the said premises for their own residence as well as to sell the surplus of flats or residential units to the interested Buyers/Purchasers at a reasonable consideration after obtaining a sanctioned Building Plan from the Kolkata Municipal Corporation.

AND WHEREAS in the mean time, they have decided to involve a Developer to do all necessary activities and to get ready all required formalities such as mutation in the records of the Kolkata Municipal Corporation, Deed of Exchange for amalgamation part in respect to their individual plots and ultimately one plot of land, followed by mutation in the records of the Kolkata Municipal Corporation of the amalgamated plot of land and sanction of the Building Plan from Kolkata Municipal

Corporation, Construction and Completion of the proposed building in the aforesaid premises and declare for the same.

AND WHEREAS M/S. R. R. DEVELOPER, A Proprietorship firm, having it's office at 757A, Kalikapur Road, 22, Square Land Park, Kolkata - 700078, represented by its Proprietor SRI PRADIP KUMAR NASKAR, son of late Chandra Kumar Naskar, By faith – Hindu, Indian Citizen, by occupation–Business, residing at 19, Kalikapur Road, P.S. Garfa, Kolkata – 700099, herein, being a reputed Developer has become interested in the aforesaid project and negotiated with the Joint Owners regarding the proposed Development Agreement with Development Power of Attorney and necessary terms and conditions of the same. Both the parties herein, have mutually discussed, and negotiated and finally settled to enter into a Development Agreement with Development Power of Attorney for the purpose of accomplishment of the said project by complying all the mutually agreed terms and conditions and by paying and / or allotting necessary consideration and/or allotment to the respective parties and decided to execute this Development Agreement with Development Power of Attorney under the terms and conditions.

AND WHEREAS it is mutually agreed between the Owners and the Developer M/S. R. R. DEVELOPER that the said land owners namely Sri Ashim Patwari and Sanjoy Patwary will jointly occupy total area 2475 Sq. Ft. sanctioned Built-up area (including Flat and Shop) i.e., Flat cover area with proportionate ratio of Stair, loft and cupboard and service area (if any) with one covered Shop of the proposed Straight III storied building. It is also mutually agreed between the Landowners Sri Ashim Patwari and Sanjoy Patwary and the Developer M/S. R. R. DEVELOPER that out of the total 2475 Sq. Ft. Built-up area, the



Owners will jointly occupy one (01) 2BHK Flat from South-West-North side of the **Ground Floor**, one (01) 2BHK Flat from North-East-West side (Back side) of Ground Floor, one (01) 2/3BHK Flat from South-West-North side of 1<sup>st</sup> (**First**) Floor, one (01) covered Shop at Ground Floor and rest of the total Built-up area of 2475 Sq. Ft., will be adjusted from one (01) 2/3BHK Flat from South-West-North side of 2<sup>nd</sup> (**Second**) Floor. It is also settled that the Land owners Sri Ashim Patwari and Sanjoy Patwary will get a non-returnable consideration money of Rs. 13,00,000/- (**Rupees Thirteen Lakh**) only from above said Developer. It is also settled between the parties that the Developer shall give of Rs.6,000/- (**Rupees Six Thousand**) only per month to the Owner Sri Ashim Patwari, and Rs. 5,000/- (**Rupees Five Thousand**) only per month to the Owner Sri Sanjoy Patwary for their temporary accommodation (Shifling), till giving possession of Owners allocation for the proposed Straight III Storied Building.

Rest of the Flats and Car Parking Spaces, Shop (if any) and any other spaces except Owner's allocation, shall be occupied by the Developer M/S. **R. R. DEVELOPER**. It is also mutually settled between the Owners and the Developer that the Developer M/S. **R. R. DEVELOPER** will occupy 03 Nos. 2/3BHK Flat from South-East side of **Ground, First and Second Floor** each and 02 Nos. 2BHK Flat from North-East-West side (Back side) of **First and Second Floor** each and rest area of total allocation of the Owners allocation, will be adjusted from the 2/3BHK Flat at South-West-North side of **Second Floor** and all **Car Parking Spaces** on Ground Floor and any other spaces except Owners allocation and except common areas will be occupied by the above said Developer of the proposed straight III Storied Building.

AND WHEREAS it is mutually settled by and between the parties herein, that the Developer herein, shall demolish the existing old house/Tiles shed of Sri Ashim Patwari and Sri Sanjoy Patwary, at his own cost and expenses and shall realize the sale proceeds of all the building materials, fittings, fixtures etc. at the time of disposal of the same. For breaking materials of the existing building of the said Premises will be Developer portion, the Landowners do not claim the said existing building materials or any money for this, from the Developer.

AND WHEREAS it is also settled that, the development and construction of the new Straight III Storied Building shall be completed in all manner within a period of **24 (twenty-four) months** from the date of sanction of the proposed new Building Plan by the Developer. If require, the Owners will grant 6 (Six) months grace period for completion of the project for any unavoidable reason.

AND WHEREAS, in any case, if the Owners and the Developer cannot go through the said Development Agreement (for any reason), the Owners will return all advance money paid till date to the Developer as soon as possible.

AND WHEREAS to the contrary, that in case on amalgamation of the plots / and or demolition of the building, the Developer does not / or fails to undertake / initiate the project for the reason whatsoever, he (the Developer) or in absence of his legal heirs or his successors shall remain in obligation to return the said plot of land (status quo, i.e. pre-amalgamation state) / and or pay, the compensation equivalent to the cost of the building to the owner / or in absence his legal heirs / successors.

NOW THIS AGREEMENT WITNESSTH THAT BOTH THE PARTIES HERETO HAVE AGREED TO CERTAIN TERMS AND CONDITIONS WHICH ARE AS FOLLOWS: -

1. In the Premises and in consideration of mutual advantages and benefits to be received and derived by both the parties herein, do hereby enter this Development Agreement for the development of the said property.

OWNERS: SRI ASHIM PATWARI, son of late Kamal Patwari, residing at 2/1, Patoary Para, Kolkata - 700078 and SRI SANJOY PATOWARY, son of late Krishna alias Krishna Pada Patowary, by faith - Hindu, Indian Citizen, residing at 2/2, Garfa Patowary Para, Kolkata - 700078, P.S. - Survey Park.

DEVELOPER: shall mean M/S. R. R. DEVELOPER, A Proprietorship firm, having its office at 757A, Kalikapur Road, Kolkata - 700078, represented by its Proprietor Sri Pradip Kumar Naskar, son of late Chandra Kumar Naskar, by faith - Hindu, Indian Citizen, by occupation - Business, residing at 19, Kalikapur Road, P.S. Garfa, Kolkata - 700099.

PREMISES: Shall mean ALL THAT piece and parcel of a plot of Bastu land, measuring about 4 Cottah 10 Chittak 00 Sq. Ft. lying and/or situated in Mouza - Garfa, J.L. No.19, R. S. Dag No.2385 appertaining to R. S. Khatian No.819, being Premises No.: 134, Patoary Para and Assessee No.: 31-104-32-0134-0, Kolkata-700078, under P.S. formerly Tollygunge then Jadavpur thereafter Kasba now Survey Park, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.104, Br. No.-XI, Sub-Registry/A.D.S.R. at Sealdah, in the District of South 24-Parganas butted and bounded as follows:-

**On the North** : 8 ft. Common Passage. (K.M.C. Road)

**On the South** : 12 ft. Common Passage (K.M.C. Road)

**On the East** : R. S. Dag No. 2383, 2384 & Plot of Manik Patwari

**On the West** : 8 ft. Common Passage & Plot of Ranjan Patwari.

Which is more fully and particularly mentioned in the **Schedule – ‘A’** of this Agreement and hereafter called **‘The Said Property’**.

**BUILDING** : Shall mean Straight III Storied Building comprised of several residential Flats/Units in different Floors, Car Parking Spaces, Shop in Ground Floor, to be constructed on the land of the said property, which Building will contain self-contained residential Units / Flats and space for water pump and motor, space for electric meter, underground and overhead water reservoir, septic tank, Mounted room etc., those will be constructed at the above said Premises accordance with the Sanctioned Building Plan.

**COMMON FACILITIES** : Shall mean and include the corridor, stairs, stair-cases, staircase landing, stairways, pathways for easement from the main road and other open spaces including side, rear, front spaces and facilities, lobbies, mounted room on the top floor space for electric meter, passages, overhead water reservoir, underground and semi-grounded water reservoirs, septic tank, and other facilities and any other area left for beautification that will be provided by the Developer for the enjoyment of the flat holders and / or for maintenance of the building to be constructed and / or other common facilities that may be provided by the Developer including security room, pump house etc. in the common area.

**OWNERS ALLOCATION:** - Shall mean **ALL THAT** the said landowners namely **Sri Ashim Patwari** and **Sanjoy Patwary** will jointly occupy total area **2475 Sq. Ft.** sanctioned Built-up area (including Flat and Shop) i.e., Flat cover area with proportionate ratio of Stair, loft and cupboard and service area (if any) with one covered **Shop** of the proposed Straight III storied building. It is also mutually agreed between the Landowners **Sri Ashim Patwari** and **Sanjoy Patwary** and the Developer **M/S. R. R. DEVELOPER** that out of the total **2475 Sq. Ft.** Built-up area, the Owners will jointly occupy one (01) **2BHK** Flat from **South-West-North** side of **Ground Floor**, one (01) **2BHK** Flat from **North-East-West** side (Back side) of **Ground Floor**, one (01) **2/3BHK** Flat from **South-West-North** side of **1<sup>st</sup> (First) Floor**, one (01) covered **Shop** at **Ground Floor** and rest of the total Built-up area of **2475 Sq. Ft.**, will be adjusted from one (01) **2/3BHK** Flat from **South-West-North** side of **2<sup>nd</sup> (Second) Floor**. It is also settled that the Landowners **Sri Ashim Patwari** and **Sanjoy Patwary** will get a non-returnable consideration money of **Rs. 13,00,000/- (Rupees Thirteen Lakh)** only from above said Developer of the proposed Straight III storied building.

**DEVELOPER'S ALLOCATION:** - Shall mean that the Developer **M/S. R. R. DEVELOPER** will occupy 03 Nos. **2/3BHK** Flat from **South-East** side of **Ground, First and Second Floor** each and 02 Nos. **2BHK** Flat from **North-East-West** side (Back side) of **First and Second Floor** each and rest area of total allocation of the Owners allocation, will be adjusted from the **2/3BHK** Flat at **South-West-North** side of **Second Floor** and all **Car Parking Spaces** on **Ground Floor** and any other spaces except Owners allocation and except common areas will be occupied by the above said Developer of the proposed straight III Storied Building.

2. **That** the said Owners do hereby revocable as per the terms hereof appoint, authorize, and nominate and empower the said Developer to act as Developer of the said Property and at the costs to be borne and incurred by the said Developer to have prepared and sanctioned a building plan duly sanctioned by the Kolkata Municipal Corporation with due information and knowledge of Owners.
3. **That** the Developer shall be always entitled to enter the said property and to have the same surveyed and measured with the help of their men, labourers, technical persons etc. and soil thereof tested as and if required under the Building Rules and have a Building Plan prepared by a qualified Architect/Engineer/Surveyor. The owners and/or their representative may visit the site to observe the work from time to time and may inform the mistake (if any) to the Developer for correction.
4. **That** the Developer shall be entitled to sign in the name of and on behalf of the Owners and submit the plan and enter into all correspondences and make representations before the Municipal Corporation Authorities and appear before them and do all necessary acts, Deeds and things in that behalf and pay all fees and charges for getting the proposed Straight III Storied Building Plan prepared and also all sanction fees and charges and also obtain and receive the sanctioned plan from the Kolkata Municipal Corporation and for that purpose to sign and grant receipts.
5. **That** the Owners agreed that, upon the plan being sanctioned by the Kolkata Municipal Corporation, the Developer shall be entitled to start or commence the development work and other necessary activities by preparing the ground and to start to commence the construction of the

proposed building at the land of the said premises in accordance with the said sanctioned Building Plan.

6. That upon the plan being sanctioned, the Developer agrees to construct the construction of the said building in a substantial and work like manner and use standard materials of the size and specification stated in the sanctioned plan.

7. That the Developer is in binding to meet with all expenses to complete the project including development, construction, payment of fees, taxes etc to various authorities, failure of which the Owners are in liberty to take appropriate actions including cancellation of the agreement. On the other hand, the said Owners do hereby agree to indemnify and keep the Developer duly indemnified against all defects in title of the said Owners due to all claims, demands, liabilities, if any, of any third party against the said premises in case of undisclosed acts of the Owners of executing mortgage or agreement with any third party for monitory gains out of the said property. In such case it will be of the option of the Developer to cancel this agreement and demand its investments in the said project and **TO HOLD AND TO HAVE** a charge on the Owners' Allocation and in the land of the said premises until the demand of the Developer is not settled and paid and / or until the said problems and claims are not satisfied by the said joint Owners.

8. That the Developer hereby undertakes to keep the Owners indemnified against all third-party claims and actions arising out of sort of act or commission of the Developer in relation to the making of construction of the said building.

9. That the Owners agree and undertake and confirm that, the Developer shall be entitled to construct and complete the Straight III Storied Building on the land of the said premises and retain, enjoy and