

Sl No. 1795/2024

D. 1689/2024



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Chyanguin
14.08
15.07.24

Khushi Paul

Tapan Saha

Ratan Saha

Tapash Nandi

Tapash Dutta

Antapa Dutta

Sanagata Dutta (Basu)

RUP CONSTRUCTION

PARTNER

RUP CONSTRUCTION

Dipika Sarkar
PARTNER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE
15TH DAY OF JULY, TWO THOUSAND TWENTY-FOUR

B E T W E E N

Page 1 of 19

CERTIFIED THAT THE DOCUMENT IS ADMITTED
TO REGISTRATION THE SIGNATURE SHEET AND
THE ENDORSEMENT SHEETS ATTACHED TO THIS
DOCUMENT ARE THE PART OF THIS DOCUMENT

ADL. DIST. REG. REGISTRAR
BILIGURI

Khushi Paul
 Sapan Dutta
 Ratan Dutta
 Tapashi Nandi
 Tapash Dutta
 Sutapa Dutta
 Samagata Dutta (Basu)
 RUP CONSTRUCTION
 PARTNER
 RUP CONSTRUCTION
 PARTNER
 Dipika Sarkar
 PARTNER

- 1) **SMT. KHUSHI PAUL @ KHUSHI PAUL (DUTTA)**, PAN-BPBPP4272C, Wife of Sri Rajeswar Paul @ Rajeshwar Paul & Daughter of Late Naresh Chandra Dutta, Hindu by religion, Indian by Nationality, Housewife by occupation, resident of Netaji Pally, Siliguri, Ward No. 22 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Siliguri, District Darjeeling in the State of West Bengal, PIN-734006,
- 2) **SRI TAPAN DUTTA**, PAN- AFIPD6557L, Son of Late Naresh Chandra Dutta, Hindu by religion, Indian by Nationality, Business by occupation, resident of Rabindra Nagar, Siliguri, Ward No. 21 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Siliguri, District Darjeeling in the State of West Bengal, PIN-734006,
- 3) **SRI RATAN DUTTA**, PAN- DGGPD1937J, Son of Late Naresh Chandra Dutta, Hindu by religion, Indian by Nationality, Business by occupation, resident of Rabindra Nagar, Siliguri, Ward No. 21 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Siliguri, District Darjeeling in the State of West Bengal, PIN-734006,
- 4) **SMT. TAPASHI NANDI @ TAPASHI NANDI (DUTTA)**, PAN-AEKPN9781R, Wife of Sri Shyamal Nandi @ Syamal Nandi & Daughter of Late Naresh Chandra Dutta, Hindu by religion, Indian by Nationality, Business by occupation, resident of 17, Pramotes Barua Sarani, Rabindra Nagar, Siliguri, Ward No. 21 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Siliguri, District Darjeeling in the State of West Bengal, PIN-734006,
- 5) **SRI TAPASH DUTTA**, PAN- BEUPD1270G, Son of Late Naresh Chandra Dutta, Hindu by religion, Indian by Nationality, Business by occupation, resident of Rabindra Nagar, Siliguri, Ward No. 21 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Siliguri, District Darjeeling in the State of West Bengal, PIN-734006,
- 6) **SMT. SUTAPA DUTTA**, PAN- JEYPD0005K, Wife of Late Swapan Dutta, Hindu by religion, Indian by Nationality, Housewife by occupation, resident of Netaji Pally, Siliguri, Ward No. 22 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Siliguri, District Darjeeling in the State of West Bengal, PIN-734006,

Khushi Paul
 Japan Dutta
 Ratan Dutta
 Topashi Nandi
 Tapash Dutta
 Sutapa Dutta
 Samagata Dutta (Basu)

RUP CONSTRUCTION
 Partner

RUP CONSTRUCTION

Diipika Sarkar
 PARTNER

- 7) **SMT. SAMAGATA DUTTA (BASU) @ SAMAGATA DUTTA**, PAN-BYEPD2386R, Daughter of Late Swapan Dutta & Wife of Sri Subrata Basu, Hindu by religion, Indian by Nationality, Housewife by occupation, resident of Jagadish Chandra Bose Road, Collegepara, Siliguri, Ward No. 17 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District Darjeeling in the State of West Bengal, PIN-734001 – hereinafter referred to as the “**FIRST PARTY/OWNERS**” (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

RUP CONSTRUCTION, PAN- ABGFR6843R, a Partnership Firm, having its office at Meghlal Roy Road, North Chayanpara, Ward No. 37 of Siliguri Municipal Corporation, Post Office – Ghogomali, Police Station – Bhaktinagar, District – Jalpaiguri, in the State of West Bengal, PIN-734006, represented by its two Partners namely (1) **SRI MUKUL SARKAR**, PAN- EKRPS7385K, Son of Sri Manoranjan Sarkar and (2) **SMT. DIPIKA SARKAR**, PAN- HXBPS8165K, Wife of Sri Mukul Sarkar, both are Hindu by religion, Indian by Nationality, Business by occupation, resident of Meghlal Roy Road, North Chayanpara, Ward No. 37 of Siliguri Municipal Corporation, Post Office – Ghogomali, Police Station – Bhaktinagar, District – Jalpaiguri, in the State of West Bengal, PIN-734006 – hereinafter called the “**SECOND PARTY/DEVELOPER**” (Which expression shall mean and include unless excluded by or repugnant to the context its executors, successors, legal representatives, administrators and assigns) of the **SECOND PART**.

WHEREAS one Basanti Rani Dutta @ Basanti Dutta, Wife of Sri Naresh Chandra Dutta during her lifetime acquired by purchase of land measuring 8 Decimals or 5 Kathas, recorded in R.S. Khatian No. 3235, in R.S. Plot No. 11402, within Mouza Siliguri, J.L. No. 110, Pargana Baikunthapur, under Police Station Siliguri, District Darjeeling, by virtue of a registered Deed of Sale, registered on 15.07.1966, being Document No. 3814 for the year 1966, registered in Book No. I, Volume No. 40, Pages from 234 to 236, registered in the office of the then Sub-Register, Siliguri, District Darjeeling, purchased from one Sri Satish Chandra Roy, Son of Late Hari

Khushi Paul

Tapan Dutta

Ratan Dutta

Tapashi Nandi

Tapash Dutta

Subapa Dutta

Samayal Dutta (Basu)

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RUP CONSTRUCTION

Dipika Sarkar
PARTNER

Mohan Roy of Rabindra Nagar, Siliguri, Police Station Siliguri, District Darjeeling and since the date of such purchase said Basanti Rani Dutta @ Basanti Dutta was in actual, khas and physical possession of the said land having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

A N D

WHEREAS being owner in such possession said Basanti Rani Dutta @ Basanti Dutta died intestate on 12.12.2004 and her husband namely Naresh Chandra Dutta also died before her death leaving behind her four sons namely **SWAPAN DUTTA** (now deceased), **SRI TAPAN DUTTA** (the First Party/Owner No. 2 hereof), **SRI RATAN DUTTA** (the First Party/Owner No. 3 hereof) & **SRI TAPASH DUTTA** (the First Party/Owner No. 5 hereof) and two daughters namely **SMT. KHUSHI PAUL @ KHUSHI PAUL (DUTTA)** (the First Party/Owner No. 1 hereof) & **SMT. TAPASHI NANDI @ TAPASHI NANDI (DUTTA)** (the First Party/Owner No. 4 hereof) as her only legal heirs and successors as per provisions of the Hindu Succession Act, 1956. Accordingly, the abovenamed legal heirs of Late Basanti Rani Dutta @ Basanti Dutta jointly inherited the aforesaid land measuring 8 Decimals or 5 Kathas, each having undivided $1/6^{\text{th}}$ share therein, having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever and thereafter they have mutated the said land in their names and obtained six separate L.R. Khatians from the concerned Land Reforms Office vide (1) L.R. Khatian No. 7952 lies in the name of Swapan Dutta, (2) L.R. Khatian No. 7953 lies in the name of First Party/Owner No. 1 hereof, (3) L.R. Khatian No. 7954 lies in the name of First Party/Owner No. 2 hereof, (4) L.R. Khatian No. 7955 lies in the name of First Party/Owner No. 3 hereof, (5) L.R. Khatian No. 7956 lies in the name of First Party/Owner No. 4 hereof and (6) L.R. Khatian No. 7957 lies in the name of First Party/Owner No. 5 hereof, in respect of L.R. Plot No. 6560, arising out of R.S. Plot No. 11402, which is within Mouza Siliguri Purba, J.L. No. 92, Police Station Siliguri, District Darjeeling.

A N D

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Swapan Dutta

Ratan Dutta

Tapashi Nandi

Tapash Dutta

Sutapa Dutta

Samagata Dutta (Basu)

RUP CONSTRUCTION

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PARTNER

RUP CONSTRUCTION

Dipika Sarkar

PARTNER

WHEREAS being owner in such possession said Swapan Dutta, Son of Late Naresh Chandra Dutta and Late Basanti Rani Dutta @ Basanti Dutta died intestate on 28.12.2023 leaving behind him, his wife **SMT. SUTAPA DUTTA** (the First Party/Owner No. 6 hereof) and one daughter **SMT. SAMAGATA DUTTA (BASU) @ SAMAGATA DUTTA** (the First Party/Owner No. 7 hereof) as his only legal heirs and successors as per provisions of the Hindu Succession Act, 1956. Accordingly, the abovenamed legal heirs of late Swapan Dutta jointly inherited the undivided 1/6th share of the aforesaid land measuring 8 Decimals or 5 Kathas left by the deceased Swapan Dutta, having equal share therein, having permanent, heritable and transferable right, title and interest therein and free from all encumbrances and charges whatsoever.

A N D

WHEREAS by virtue of inheritance the abovenamed First Party/Owners became the absolute joint owner of total land measuring 8 Decimals or 5 Kathas having permanent, heritable and transferable right, title and interest therein and free from all encumbrances and charges whatsoever.

A N D

WHEREAS as per physical measurement it is found that the abovenamed First Party/Owners are in actual, khas and physical possession of the land measuring 4 Kathas 13 Chhataks or 3465 Square feet as more fully described in the Schedule "A" below and they have been enjoying and possessing the said land having permanent, heritable and transferable right, title and interest therein and free from all encumbrances and charges whatsoever.

A N D

WHEREAS the Second Party/Developer has been carrying on business of development of land by promoting construction of building.

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Khushi Baul

Jyoti Dutta

Ratan Dutta

Takashi Nandi

Tapash Dutta

Subrata Dutta

Sangata Dutta (Basu)

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RUP CONSTRUCTION

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PARTNER

WHEREAS the First Party/Owners have been trying to use and utilize the said land measuring 4 Kathas 13 Chhataks or 3465 Square feet, more fully described in the Schedule "A" below, by constructing a G+3 storied residential-cum-commercial building/complex thereon with lift facility.

A N D

WHEREAS the First Party/Owners being devoid of technical, Engineering and Architectural qualifications or knowledge and particularly finance, the First Party/Owners have decided to get the work of development, done by the Second Party/Developer on certain terms and conditions hereinafter appearing and the Second Party/Developer has also agreed to undertake the development works of constructing the complex upon the said land described in the Schedule "A" below as per sanctioned plan subject to the terms and conditions and consideration, hereinafter contained.

ARTICLE-I:

O B J E C T S

The object behind this agreement is to construct and/or caused to be constructed a G+3 storied residential-cum-commercial building/complex with lift facility, as per the plan to be sanctioned, on the plot of land described in the Schedule "A" below. First Party/Owners being devoid of Technical knowledge and finance as well, has engaged the Second Party/Developer. IT BEING EXPRESSLY DECLARED by the First Party/Owners and understood by the Second Party/Developer that all the Development & construction costs shall be borne by the Second Party/Developer.

The First Party/Owners' allocation, as mentioned in Schedule "B" hereunder shall be exclusively held and retained by the First Party/Owners and the remaining constructed area of the proposed building, being the Second Party/Developer's allocation, as mentioned in Schedule "C" hereunder will be the property of the Second Party/Developer.

Khushi Patel

Jagan Singh

Ratan Jutta

Tabashi Nandi

Tapash Dutta

Sutapa Dutta

Samagata Dutta (Basu)

RUP CONSTRUCTION

Partner

RUP CONSTRUCTION

Partner

ARTICLE-II:

TITLE AND INDEMNITY BY THE FIRST PARTY/OWNERS

- a) The First Party/Owners hereby declare that they have good right title and possession in the said land as described in the schedule "A" below and have full power to enter into this Agreement for development. The First Party also declare that they are in exclusive possession of the said land and they hereby undertake to indemnify the Second Party/Developer from and against any such encumbrances, charges or claim whatsoever. If any dispute regarding title and possession in respect of the below 'A' scheduled land is found, then all expenses for construction so incurred and/or paid by the Second Party/Developer as well as the entire money paid by the Second Party/Developer to the First Party/Owners, shall be returned by the First Party/Owners with interest to the Second Party/Developer.
- b) The First Party/Owners also undertake that the Second Party/Developer shall be entitled to construct and complete the building upon the said land as described in the Schedule "A" below as agreed between the Parties hereto and shall also enter into an Agreement with the intending Transferees and/or Purchasers for the transfer of the Second Party/Developer's allocation and for the purpose to receive money from them or any of them.

Upon the execution of this present, the First Party/Owners shall deliver all original documents of title and other necessary papers relating to the land described in the schedule "A" below, to the Second Party/Developer.

The Second Party/Developer shall deliver one tiles flooring complete 3BHK residential Flat measuring more or less 1250 Square feet at the First Floor (Front Side) including super built up area and share of the staircase and one cement flooring Parking Space measuring more or less 140 Square feet at the Ground Floor (RCC Roof & all side open) of the proposed G+3 storied residential-cum-commercial building/complex as specified in Schedule "B" below.

Khushi Paul

Swapan Dutta

Ratan Dutta

Tapash Nandi

Tapash Dutta

Swapa Dutta

Samagata Dutta (Basu)

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PARTNER

In addition to that the Second Party/Developer has agreed to pay a sum of Rs. 1,04,00,000/- (Rupees One Crore Four Lakhs) only to the First Party/Owners, out of which the Second Party/Developer has already paid Rs.33,00,000/- (Rupees Thirty-three Lakhs) only to the First Party/Owners No. 1 to 5 and Swapan Dutta (now deceased) in equal amount, by Account Payee Cheques as stated below:-

- (a) Cheque No. 485792, dated 27.09.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 2,00,000/- (Rupees Two Lakhs) only;
- (b) Cheque No. 485794, dated 27.09.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 2,00,000/- (Rupees Two Lakhs) only;
- (c) Cheque No. 485795, dated 27.09.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 2,00,000/- (Rupees Two Lakhs) only;
- (d) Cheque No. 128330, dated 27.09.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 2,00,000/- (Rupees Two Lakhs) only;
- (e) Cheque No. 128331, dated 27.09.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 2,00,000/- (Rupees Two Lakhs) only;
- (f) Cheque No. 128332, dated 27.09.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 1,00,000/- (Rupees One Lakhs) only;
- (g) Cheque No. 485796, dated 27.09.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 1,00,000/- (Rupees One Lakhs) only;
- (h) Cheque No. 485798, dated 09.10.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand) only;
- (i) Cheque No. 128333, dated 09.10.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand) only;
- (j) Cheque No. 485799, dated 09.10.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand) only;
- (k) Cheque No. 124702, dated 09.10.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand) only;

Khushi Seal
 Japan Seal
 Ratan Dutta
 Takashi Nandi
 Tapash Dutta
~~Sutapa~~ Dutta
 Samagata Dutta (Basu)
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 Partner
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 Partner

- (l) Cheque No. 124704, dated 09.10.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 2,00,000/- (Rupees Two Lakhs) only;
- (m) Cheque No. 128334, dated 09.10.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) only;
- (n) Cheque No. 124703, dated 09.10.2023 of Indian Overseas Bank, Haiderpara Branch for Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand) only.

The Second Party/Developer has also paid Rs.12,00,000/- (Rupees Twelve Lakhs) only to the First Party/Owners No. 1 to 6 in equal amount, by Account Payee Cheques as stated below:-

- (a) Cheque No. 599127, dated 29.05.2024 of Punjab National Bank, Nehru Road, Siliguri for Rs. 2,00,000/- (Rupees Two Lakhs) only;
- (b) Cheque No. 599124, dated 29.05.2024 of Punjab National Bank, Nehru Road, Siliguri for Rs. 2,00,000/- (Rupees Two Lakhs) only;
- (c) Cheque No. 599125, dated 29.05.2024 of Punjab National Bank, Nehru Road, Siliguri for Rs. 2,00,000/- (Rupees Two Lakhs) only;
- (d) Cheque No. 599128, dated 29.05.2024 of Punjab National Bank, Nehru Road, Siliguri for Rs. 2,00,000/- (Rupees Two Lakhs) only;
- (e) Cheque No. 599126, dated 29.05.2024 of Punjab National Bank, Nehru Road, Siliguri for Rs. 2,00,000/- (Rupees Two Lakhs) only;
- (f) Cheque No. 599123, dated 29.05.2024 of Punjab National Bank, Nehru Road, Siliguri for Rs. 2,00,000/- (Rupees Two Lakhs) only;

The Second Party/Developer shall pay the balance amount of Rs.59,00,000/- (Rupees Fifty-nine Lakhs) only to the First Party/Owners by three installments within 1(One) year from the date of registration of this Development Agreement.

Khushi Paul
Tapas Dutta
Ratan Dutta
Tapashi Nandi
Tapash Dutta
Sutapa Dutta
Sanagata Dutta (Basu)

RUP CONSTRUCTION
PARTNER
[Signature]

RUP CONSTRUCTION
PARTNER
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ARTICLE-III:

INDEMNITY BY THE SECOND PARTY/DEVELOPER

- a) The Second Party/Developer shall be solely and fully responsible for proper and legal construction of the said project in the said land in accordance with sanctioned building Plan passed by Siliguri Municipal Corporation/Siliguri Jalpaiguri Development Authority.
- b) The Second Party/Developer shall not create any charge or mortgage with respect to the First Party/Owners' allocation.
- c) The Second Party/Developer shall keep the First Party/Owners indemnified from and against all actions, suits, proceedings, costs, charges and expenses because of any wrongful or illegal act (construction or devolution of the sanctioned plan or non compliance of any rules regarding the building construction) or arising out of negligence and error of the Second Party/Developer and/or their men or Agents.
- d) The Second Party/Developer shall complete the construction work within 2(Two) years from the date of sanction/approval of the building plan by the Siliguri Municipal Corporation/Siliguri Jalpaiguri Development Authority and start the construction work immediately from the date of sanction/approval of the building plan as stated above.

ARTICLE-IV:

DEVELOPMENT RIGHT

- a) The First Party/Owners grant exclusive right to the Second Party/Developer to develop the said land in such manner as the Second Party/Developer deem fit and proper but in consistence of the provisions contained herein and in accordance with the sanctioned Building Plan and the specifications.
- b) The First Party/Owners shall from time to time and at any time submit and/or join with the Second Party/Developer in submitting the Building Plan and shall execute all such papers, documents etc. required to be signed. Developer/

Khushi Paul
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Ratan Dutta
Tabashi Nandi
Tatish Dutta
Sutapa Dutta
Samagata Dutta (Basu)

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PARTNER
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RUP CONSTRUCTION
PARTNER
Dipika Sankar

Second Party shall be able to change the Building plan, as shall be required by the Govt. or any other authority as aforesaid to be submitted in the name of the First Party/Owners and at the cost of the Second Party/Developer.

- c) The First Party/Owners shall execute a registered Development Power of Attorney in favour of the Second Party/Developer, authorizing the Second Party/Developer to carry out all sorts of development works of the said land and/or to construct the Building according to sanctioned plan including the Drawing of the plan and to sign the said plan for and on behalf of the First Party/Owners and also to obtain necessary sanction from the Siliguri Municipal Corporation and for the transfer of the Second Party/Developer's allocation and the said Development Power of Attorney shall remain in force until and unless the development works is completed as well as the title of entire Second Party/Developer's allocation is transferred in favour of the intending Purchaser/s.
- d) Simultaneously with the execution of these presents Second Party/Developer shall have the constructive possession of the said premises with a view and views and purposes envisaged herein.
- e) That the First Party/Owners shall execute all necessary papers and documents from time to time as may be required by the Second Party for construction of the said complex and transfer of the title to the Second Party/Developer's allocation in favour of the Second Party/Developer or any other person/s to the choice of the Second Party/Developer.

ARTICLE-V:

BUILDING AND CONSTRUCTION

Upon the construction of the Building, the First Party/Owners shall have to execute all Sale Deed or any transfer Deed in respect of the Second Party/Developer's allocation to the intending Purchasers, together with the proportionate undivided share of interest in the land of the said premises within the area of the Second Party/

Khushi Paul

Jayanti

Ratan Shukla

Takashi Nandi

Tafash Dutta

Sulapa Dutta

Sangita Dutta (Basu)

RUP CONSTRUCTION

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PARTNER

Developer's Allocation. IT BEING DISTINCTLY UNDERSTOOD by and between the parties hereto that while executing and registering such Deed or Deeds in connection with the Second Party/Developer's allocation, the First Party/Owners will not accept or claim any consideration whatsoever and will also be bound to execute all the necessary documents of transfer with respect to the Second Party/Developer's allocation.

ARTICLE-VI: CONSIDERATION:

That the Second Party/Developer shall be entitled to realize and receive any advances, sale consideration, baina, selami, premium, rent, lease premium, lease rent tenancy etc. in respect of the SECOND PARTY/DEVELOPER'S ALLOCATION to which the First Party/Owners shall not object and shall have no claim or share in such realization. It is specifically settled that the constructed "OWNERS' AREA" allotted to the First Party/Owners mentioned in the Schedule "B" below is the full consideration against the right given to the Second Party/Developer to construct the entire construction, possess and transfer the Second Party/Developer's allocation. The profit and loss is at the risk of the Second Party/Developer.

ARTICLE-VII: AUTHORITIES:

- a) The First Party/Owners shall be at liberty and entitled to transfer or otherwise, dispose of or deal with the said First Party/Owners' allocation as the First Party/Owners in their absolute discretion may think fit and proper.
- b) The Second Party/Developer shall be at liberty to occupy or to transfer by way of sale, gift, mortgage, exchange or to let out, lease out or to enter into any agreement to sell or exchange or let out, lease out the Second Party/Developer's allocation, to any person/party on terms and conditions of its choice at any time after execution of these presents.

Khushi Paul

Tapan Chatterjee

Ratan Chatterjee

Tapashi Nandi

Tapash Dutta

Sutapa Dutta

Somnagata Dutta (Basu)

RUP CONSTRUCTION

Paul

PARTNER

RUP CONSTRUCTION

Dipika Sarkar

PARTNER

That the Second Party/Developer shall have right to transfer the Flats, Parking areas/Garages, commercial spaces etc. to any Purchaser/Purchasers at its own choice from the Second Party/Developer's allocation except the First Party/Owner's allocation.

That the First Party/Owners shall not sale or transfer otherwise or enter into agreement for sale or transfer otherwise at any time in respect to the Second Party/Developer's allocation.

That the Second Party/Developer shall not sale or transfer otherwise or enter into agreement for sale or transfer otherwise at any time in respect to the First Party/Owners' allocation.

ARTICLE-VIII:

DEFAULT

The Second Party/Developer shall complete the project within 2(Two) years from the date of sanction/approval of the Building Plan by the Siliguri Municipal Corporation/Siliguri Jalpaiguri Development Authority. Noted that the time may be extended due to some unseen/unavoidable condition like, emergency, natural calamities, pandemic and other situation.

In case of death of any of the Landowners then his/her legal heir or heirs shall abide by all the terms and conditions of this agreement and in that case the other landowners alongwith the legal heir/s of the deceased Landowner shall be bound to present and execute the registered Development Power of Attorney in favour of the Second Party/Developer in respect of the Second Party/Developer's allocation.

ARTICLE-IX:

a) The First Party/Owners and the Second Party/Developer shall abide by all the laws, bye-laws, rules regulations of the Govt. Local bodies and authorities and shall attend to answer and be answerable for any deviation, violation and for breach of any of the said laws, bye laws, rules and regulations etc.

b) Not to cause any act or action which would hamper the right of the respective parties.

Khushi Paul
Tapaswini
Ratan Gupta
Tapashi Nandi
Tapaswini Dutta
Sutapa Dutta
Samagata Dutta (Basu)

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PARTNER

RUP CONSTRUCTION

PARTNER

ARTICLES-X:

TAXES

That all taxes, rents and any other dues payable by the First Party/Owners prior to the execution of this Agreement in respect of the said land shall be payable by the First Party/Owners.

That the Second Party/Developer shall pay the taxes and other dues in respect of the land after execution of this agreement upto the date of delivery of the possession of the First Party/Owners' allocation to the First Party/Owners and the other occupiers.

ARTICLE-XI:

NOTICE

Any notice to be given by either party to the other shall be without prejudice to any other mode of service shall be deemed to have been delivered or served if delivered by hand or by registered post, at the address mentioned herein.

ARTICLE-XII:

MISCELLANEOUS

- 1) The First Party/Owners shall have only the exclusive right to the portions, allotted to them as Owners' allocation free from all costs and charges and they shall not be responsible or liable for the expenditure that may be required to complete the building according to the sanctioned Plan and for the extra work which is not mentioned in the schedule "B" hereunder shall be paid by the First Party/Owners.
- 2) Out of the total construction of the proposed building the Second Party/Developer shall handover the complete constructed portion to the First Party/Owners' as mentioned in the Owners' allocation in the Schedule 'B' herein below including super built up area and share of the staircase and remaining portion of the constructed area is hereinafter called the Developer's allocation and more fully described in the schedule 'C' below.

Khushi Paul
Tapan Dutta

Ratan Ghella
Tobashi Nandi

Tapash Dutta

Subapa Dutta

Samagata Dutta (Basu)

RUP CONSTRUCTION

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PARTNER

RUP CONSTRUCTION

Dipika Sarkar
PARTNER

The Developer shall its own expenses make arrangement for supplying and distributing water to all the occupiers of the building and the Developer shall also make and provide a Water Tank of suitable size at the top roof of the Building for all the occupiers of the building and all the Owners and occupiers shall obtain electric connection before taking the possession of their respective flat/parking space/garage/commercial spaces and common area.

- 3) That all the occupiers, owners, developer of the building shall have right to use the top roof of the building.
- 4) That the First Party/Owners hereby agree and undertake to take all necessary steps to obtain electric connection at their own cost and shall pay all charges such as quotation charges, cost of transformer installation, cost of electric meter, electric connection charges etc. to the Second Party/Developer.

SCHEDULE - "A"

(Description of the land on which the proposed building to be constructed)

ALL THAT PIECE OR PARCEL of vacant land measuring 4 Kathas 13 Chhataks or 3465 Square feet, recorded in R.S. Khatian No. 3235 corresponding to L.R. Khatian No. 7953, 7954, 7955, 7956, 7957 & 7952, in R.S. Plot No. 11402 corresponding to L.R. Plot No. 6560, within Mouza Siliguri (now Siliguri Purba), J.L. No. 110 (now 92), Pargana Baikunthapur, under Police Station Siliguri, Addl. District Sub-Registry Office Siliguri, situated at Rabindra Nagar, Ward No. 21 of Siliguri Municipal Corporation, District Darjeeling in the State of West Bengal.

The said land measuring 4 Kathas 13 Chhataks or 3465 Square feet is butted and bounded as follows: -

North : Land & house of Ranjan Moitra & Amit Dam;
South : Land & house of Satish Chandra Roy;
East : 27 feet wide S.M.C. Road;
West : 14 feet wide S.M.C. Road.

Khushi Paul

Jagmulla

Ratan Datta

Tobashi Nandi

Tapas Datta

Sulapa Datta

Samagata Datta (Basu)

RUP CONSTRUCTION

Partner

RUP CONSTRUCTION

Partner

SCHEDULE - "B"
(FIRST PARTY/OWNERS' ALLOCATION)

The Second Party/Developer shall deliver one tiles flooring complete 3BHK residential Flat measuring more or less 1250 Square feet at the First Floor (Front Side) including super built up area and share of the staircase and one cement flooring Parking Space measuring more or less 140 Square feet at the Ground Floor (RCC Roof & all side open) of the proposed G+3 storied residential-cum-commercial building/complex to and in favour of the First Party/Owners.

In addition to that the Second Party/Developer has agreed to pay a sum of Rs. 1,04,00,000/- (Rupees One Crore Four Lakhs) only to the First Party/Owners, out of which the Second Party/Developer has already paid Rs.45,00,000/- (Rupees Forty-five Lakhs) only and shall pay the balance amount of Rs.59,00,000/- (Rupees Fifty-nine Lakhs) only by three installments within 1(One) year from the date of registration of this Development Agreement.

SCHEDULE - "C"
(SECOND PARTY/DEVELOPER'S ALLOCATION)

The Second Party/Developer shall get all other Flats, Parking Spaces/Garages, Commercial Spaces etc. of the proposed G+3 storied residential-cum-commercial building/complex, save and except the owners' allocation as mentioned in the Schedule- "B" herein above.

SCHEDULE - "D"
(Specification of the Owners' allocation)

- (i) Flat consists of 3(Three) Bed rooms, 1(One) Drawing cum Dining room, 1(One) kitchen and 2(Two) Toilets shall be floored by tiles fitting and the other walls of such rooms will be of snow-cem and the windows will be aluminium sliding with external protective grill fixing.
- (ii) The working table of Kitchen shall be of black/green granite and glazed ceramic tiles will be provided upto 2½ feet height of the wall from the top of the kitchen counter only, one s.s. sink will be provided and remaining walls room will be of lime punning.

Kheushi Paul
Japan Villa

Ratan Shetty

Topashi Nandi

Topasa Dutta

Subapa Dutta

Samagata Dutta (Basu)

RUP CONSTRUCTION

Paul

PARTNER

RUP CONSTRUCTION

Dipika Sanyal
PARTNER

- (iii) The floor of toilet/bathroom shall be of marble finished with glazed ceramic tiles upto the heights of 7 (Seven) feet in bathroom portion and the balance portion of walls of the toilet will be of lime punning finishing and the same shall be provided with one shower and two taps. The toilet may be commode or India at the choice of the First Party/Landowner with hot water facility (excluding Geyser).
- (iv) Door: Door frame will be made of WBC or Sal wood, main door 5"x2½" and the others will be 4"x2½" and main door shutter shall be made of wooden door, others door shutters will be made by commercial flush type of ply 1¼ inches thick with suitable fitting.
- (v) Electric: All electric line will be concealed and the points of two tube light, one fan and two plug will be provided in each bed room and drawing cum dining, one light point will be provided in balcony and kitchen, one light point and one plug pint will be provided for each toilet. The electric connection shall be taken from Electricity board by the First Party/Landowner at their own cost for their all allocations.
- (vi) Water Line: All fittings, i.e. Indian Pans, wash basing will be provided as per ISI standard & for any water connection line PVC pipes (supreme brand) of ISI standard will be used.

Beside the above specifications, the flat to be allotted to the First Party/Landowner by the Second Party will also follow the bellow mentioned specifications:-

- 01) All walls will be 125 mm (5") Thick.
- 02) Door: (i) Door Frames will be of sal wood.
(ii) Main Door will be of wooden (Jarul/Sirish/Gamari) 38 mm thick solid flush type leaf door with required fittings & other Doors will be of Flush Door with required fittings.

Khushi Paul
 Tapas Dutta
 Rakesh Dutta
 Tapashi Nandi
 Tapesh Dutta
 Sutapa Dutta
 Samagata Dutta (Basu)
 RUP CONSTRUCTION
 PARTNER
 RUP CONSTRUCTION
 PARTNER
 Dipika Sankar
 PARTNER

- 03) Window: Aluminium Sliding with 4mm float glass with external grill fitting.
- 04) Door and Window fittings - Aluminium fittings.
- 05) Flooring - Tiles (Vitrified /Ceramic) in all rooms and Marble Floor in Kitchen and Toilet.
- 06) Inner Wall - Washable Distemper in all walls.
- 07) Kitchen and Toilet Wall - Tiles work upto 7'0" height in the wall of bathroom portion and the remaining portion will be of 3'6" height in toilet and in Kitchen 2'-6" height from the counter top.
- 08) Dining Space -1 no. Dining Basin.
- 09) Painting - Paints on Timber and Steel Surfaces as per requirement.
- 10) Electrification - Concealed Wiring with Copper Wire as per ISI standard (Cable: R.R. Cable or Finolex & switch: Goldmedal/L&T).
- 11) Water and Sanitation - Water supply facility with necessary Fittings (Common facility: water tank 2000 litre x 3 & 4 inch submersible boring).
- 12) TMT Bar: Sel/Shyam Steel/SRMB/Elegant.
- 13) Cement: Ultratech PPC/ Ambuja PPC/ Lafarge.
- 14) Lift: Reputed company.

Separate sheets containing the fingerprints of the abovenamed First Party/Owners, Second Party/Developer & Identifier are annexed herewith forming part of these presents.

IN WITNESS WHEREOF the Parties hereof do hereunto set and subscribed their respective hands on the day, month and year first above written.

WITNESSES:

1. *Syamal Nandi*

(SYAMAL NANDI)

S/O. Sri Ghanashyam Nandi,
17, Promotes Barua Sarani,
Opposite Habus Atta Mill,
Rabindra Nagar, Ward No. 21,
P.O. Rabindra Sarani,
P.S. Siliguri,
Dist. Darjeeling (W.B.),
PIN-734006.

Khushi Paul
Tapan Datta

Rajan Datta

Tapashi Nandi
Tapash Datta
Sutapa Datta
Samagata Datta (Basu)

(Signature of the First Party/
Owners)

2. *Samiran Saha*

(SAMIRAN SAHA)

S/O. Late Sudhir Kumar Saha,
Sachitra Paul Sarani,
Haiderpara,
P.O. Haiderpara,
P.S. Bhaktinagar,
Dist. Jalpaiguri (W.B.),
PIN-734006.

RUP CONSTRUCTION

Ghosh
PARTNER

RUP CONSTRUCTION

Sipike Sankar
PARTNER

(Signature of the Second Party/
Developer)

Drafted as per the instruction of the parties, readover and explained by me and typed in my office:

Chandan Mansingka
(CHANDAN MANSINGKA)

ADVOCATE, SILIGURI

Enrolment No. F/657/664/1990

FIRST PARTY/OWNERS

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT HAND					
	RIGHT HAND					

Khushi Paul

Khushi Paul
SIGNATURE

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT HAND					
	RIGHT HAND					

Jagan Sutta

Jagan Sutta
SIGNATURE

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT HAND					
	RIGHT HAND					

Ratan Sutta

Ratan Sutta
SIGNATURE

FINGER IMPRESSION SHEET FIRST PARTY/OWNERS

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Tapashi Nandi</i>	LEFT HAND					
	RIGHT HAND					
		<i>Tapashi Nandi</i> _____ SIGNATURE				

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Tapash Dutta</i>	LEFT HAND					
	RIGHT HAND					
		<i>Tapash Dutta</i> _____ SIGNATURE				

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Sutapa Dutta</i>	LEFT HAND					
	RIGHT HAND					
		<i>Sutapa Dutta</i> _____ SIGNATURE				

FINGER IMPRESSION SHEET

FIRST PARTY/OWNERS

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Samagata Dutta (Basu)</i>	LEFT HAND					
	RIGHT HAND					

Samagata Dutta (Basu)
SIGNATURE

SECOND PARTY/DEVELOPER

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Rup Construction Partner</i>	LEFT HAND					
	RIGHT HAND					

RUP CONSTRUCTION

Rup Construction Partner
SIGNATURE PARTNER

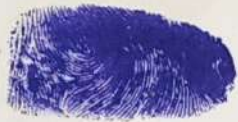
PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Dipika Sarkar</i>	LEFT HAND					
	RIGHT HAND					

RUP CONSTRUCTION

Dipika Sarkar
SIGNATURE PARTNER

FINGER IMPRESSION SHEET

IDENTIFIER

PHOTO	LEFT THUMB IMPRESSION
 <i>Syamal Dandi</i>	

Syamal Dandi
SIGNATURE OF IDENTIFIER