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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Co.
09/11/2022
Dh. 3100697

CERTIFIED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION
THE SIGNATURE SHEET AND THE ENDORSEMENT SETS ATTACHED
TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT.

Co.
Addl. District Sub-Registrar,
Singuri-II at Bagdogra

09 NOV 2022

Swajunder
Nabanitha Das.
Kausik Majumdar
Darbesh Projects Pvt. Ltd.
Director

DEVELOPMENT AGREEMENT

THIS INDENTURE IS MADE ON THIS THE 09TH DAY OF
NOVEMBER, 2022.

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SL. NO. 28232 Date. 27, 9, 2022

PURCHASER. Darbesh Projects Pvt. Ltd.

Full Address. Jevone Road, Siliguri

Total Value. 5000/-

Stamp Purchased from JPG Treasury-1

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STAMP VENDOR

JAYA RANI DAS

Licence No.1 of 99-2000

Addl. DSR Office, Rajganj, Jalpaiguri

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Addl. Dist. Sub Registrar
 Siliguri at Bagdogra Dist. Darjeeling

08 NOV 2022

Swajunder
Nabanita Das
Kaushik Majumder
Darbesh Projects Pvt. Ltd.
Director

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BETWEEN

1. **SMT. SARBANI MAJUMDER**, wife of Late Pijush Kanti Majumder, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at Hospital More, Uttar Bagdogra, P.O. - Bagdogra, P.S. - Naxalbari at present Bagdogra, District - Darjeeling, PIN - 734014, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assignees) (I.T. PAN - BMQPM3979M),

2. **SMT. NABANITA DAS**, wife of Sri Nabinananda Das and daughter of Late Pijush Kanti Majumder, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at Nabin Construction, Upper Bagdogra, P.O. - Bagdogra, P.S. - Naxalbari at present Bagdogra, District - Darjeeling, PIN - 734014, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assignees) (I.T. PAN - AEWPD1473J) and

3. **SRI KAUSHIK MAJUMDER**, son of Late Pijush Kanti Majumder, Indian by Nationality, Hindu by faith, Business by occupation, residing at Hospital More, Uttar Bagdogra, P.O. - Bagdogra, P.S. - Naxalbari at present Bagdogra, District - Darjeeling, PIN - 734014, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assignees) (I.T. PAN - ADXPM7367G).

hereinafter called the " **FIRST PARTIES / LANDLORDS** " of the " **ONE PART** ".

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Nabanita Das
Kaushik Majumder
Darbesh Projects Pvt. Ltd.
Director

DARBESH PROJECTS PRIVATE LIMITED, a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its Office at Bijoydeep Building, 41 Sevoke Road, Siliguri, P.O. and P.S. - Siliguri, District - Darjeeling, PIN - 734001, in the State of West Bengal, represented by its **Director - SRI RAVINDER PAL SINGH CHOWDHURY**, son of Late Mohan Singh Chowdhury, Indian by Nationality, Sikh by faith, Business by occupation, residing at Nivedita Road, Pradhan Nagar, Siliguri, P.O. and P.S. - Pradhan Nagar, District - Darjeeling, PIN - 734003, in the State of West Bengal, hereinafter called the "**SECOND PARTY / DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, successors-in-office, representatives, administrators and assignees) of the "**OTHER PART**".
(I.T. PAN - AACCD6724D)

I. WHEREAS one Pijush Kanti Majumder, son of Kashiswar Majumder, by virtue of Deed of Sale, Dated 06.12.1955, being Document No.3327 for the year 1955, entered in Book - I, Volume No.28, Pages 256 to 259, registered in the Office of the Sub-Registrar, Siliguri, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.12 Acres forming part of R.S. Plot No.342, recorded in Old Khatian No.15 corresponding to R.S. Khatian No.69, situated within Mouza - Uttar Bagdogra, Pargana - Patharghata, P.S. - Bagdogra, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

II. AND WHEREAS abovenamed Pijush Kanti Majumder died intestate leaving behind his wife - **SMT. SARBANI MAJUMDER**, his daughter - **SMT. NABANITA DAS** and his son - **SRI KAUSHIK MAJUMDER**, as his only legal heirs to inherit the aforesaid land measuring 0.12 Acres.

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Nabanita Das
Kaushik Majumder
Sarbesh Projects Pvt. Ltd.
Sarbesh
Director

III. AND WHEREAS by way of inheritance, abovenamed **SMT. SARBANI MAJUMDER, SMT. NABANITA DAS** and **SRI KAUSHIK MAJUMDER** (the First Parties of these presents) became the sole, absolute and exclusive owners of all that aforesaid land measuring 0.12 Acres and the said land was subsequently recorded in the name of the First Parties in the L.R. Record-of-Rights, being L. R. Khatian Nos.429/1, 197/1 and 65/1 respectively, comprising of L.R. Plot No.1043, situated within Mouza - Uttar Bagdogra, J.L. No.93, Pargana - Patharghata, P.S. - Bagdogra, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

IV. AND WHEREAS the First Parties are desirous of constructing and developing a Ground plus Five Storied Resi Com Building, hereinafter referred to as the " said Project ", on all that aforesaid land measuring 0.12 Acres, more particularly described in the Schedule - A given hereinbelow, the plan prepared for which was sanctioned by the Appropriate Authority vide Order No.321 dated 31/08/2021.

V. AND WHEREAS the First Parties not being in a position to put their contemplation and scheme into action due to devoid of technical know-how, preoccupation in their daily course of business and shortage of funds have approached the Second Party to promote the said Project on the Schedule - A land.

VI. AND WHEREAS the Second Party finding the offer of the First Parties reasonable and relying on the aforesaid fact has accepted the offer of the First Parties to promote the said Project under certain terms and conditions mentioned hereinunder.

VII. AND WHEREAS, the Parties are now entering into this Indenture to record their mutual and inter se rights and obligations for jointly developing the Project and for joint development of the Project in general.

VIII. NOW THEREFORE in order to avoid future disputes and differences between the parties and in consideration of the foregoing and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it has been thought fit and proper to put into writing the terms and conditions as mutually agreed by and between the Parties.

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*Swayambhar
Nabarita Das.*

Kanshik Nigamdar

Darbhesh Projects Pvt. Ltd.

[Signature]
Director

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. DEVELOPMENT RIGHTS

1.1 THAT on the execution of these presents, the Landlords have granted any and all entire development rights, unrestricted access and advertisement rights with respect to the Schedule - A Land together with the benefit of the development approvals to the Developer.

1.2 THAT the Developer possesses the right to advertise in the media and/or publish brochure, etc., for the sale of residential flats / parking spaces / commercial units / utility spaces in the said project.

1.3 THAT the Landlords hereby grant in favour of the Developer and the Developer hereby accepts from the Landlords, the entire Development Rights over the Schedule - A Land.

2. CONSIDERATION AND REALISATION

2.1 THAT in consideration for the grant of the Development Rights from the Landlords to the Developer, the Developer and the Landlords hereby agree that the units in the said Project except those units allocated under clauses 2.2 and 2.3, shall be allocated in favour of the Landlords and the Developer in the manner as stated hereinafter.

In favour of the Landlords - All that units more particularly described in Schedule - B (Part-I) given hereinbelow.

In favour of the Developer - All that units more particularly described in Schedule - B (Part-II) given hereinbelow.

2.2 THAT in consideration for the grant of the Development Rights from the Landlords to the Developer, the Developer and the Landlords hereby agree that all that residential flat, being Tenement No.12, measuring 1290.125 Sq. Ft. (Super Built-up Area), located on the Southern Side of the Fifth Floor in the said Project shall be allocated in favour of the Landlords and the Developer in the ratio of 41.67 : 58.33, i.e., Landlords' Allocation : Developer's Allocation :: 41.67 : 58.33.

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Nabanta Das.

Kamshik Nigindan

Darbesb Projects Pvt. Ltd.

[Signature]
Director

2.3 THAT in consideration for the grant of the Development Rights from the Landlords to the Developer, the Developer and the Landlords hereby agree that the allocations to be made to the Landlords and the Developer, with respect to the parking units in the said Project, shall be made in the ratio of 44 : 56, i.e., Landlords' Allocation : Developer's Allocation :: 44 : 56.

2.4 THAT the Developer has paid to the Landlords a sum of Rs. 6,00,000.00 (Rupees Six Lakhs) only, as interest free Security Deposit, the receipt of which is acknowledged by the Landlords by the execution of these presents.

2.5 THAT the Developer further agrees to pay the Landlords a lump sum amount of Rs.1,50,000.00 (Rupees One Lakh Fifty Thousand) only, as rental costs for a period of 18 (eighteen) months commencing on the date of handing over the peaceful and vacant possession of the Schedule - A Land to the Developer.

2.6 THAT the Parties hereto may execute a Deed of Supplement to allocate specified units to the Landlords' Allocation and to the Developer's Area to render a more comprehensive meaning and interpretation to Clauses 2.2 and 2.3 of these presents.

2.7 THAT the Security Deposit so received by the Landlords as per clause 2.4 shall be remitted back to the Developer by the Landlords by way of Cheque within 6 (Six) months from the date of handing over of the Landlords' allocation in favour of the Landlords.

THAT in case the Landlords fail to remit back the Security Deposit in favour of the Developer within 6 (Six) months from the date of handing over of the Landlords' allocation, the Landlords shall be liable to pay an interest at the rate of 2% (Two percent) per month on the said Security Deposit in addition to the Security Deposit.

THAT in case the said project stands developed before the stipulated time of completion, the Developer shall intimate the same to the Landlords in writing and the Landlords shall thereafter remit back the Security Deposit to the Developer by way of Cheque within 6 (Six) months from the date of such intimation failing which the Landlords shall be liable to pay an interest at the rate of 2% (Two percent) per month on the said Security Deposit in addition to the Security Deposit.

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Nalavita Das.
Kanshuk Nayinder

Darbhesh Projects Pvt. Ltd.


Director

3. PROJECT DEVELOPMENT

3.1 THAT the Developer shall develop the Project on the Schedule - A Land.

3.2 THAT the Developer shall commence the development and construction over the Schedule - A Land upon acquiring all necessary plans, elevations, designs, drawings, specifications, approvals and permissions as may be required under the rules and guidelines and/or other Applicable Laws from the appropriate authority for the development of the Project.

3.3 THAT the Developer shall be at liberty to implement the Project in such phases as may be deemed appropriate by the Developer.

3.4 THAT all the approvals which may be required for the development of the Project shall be obtained by the Developer at its own costs and expense; provided however that the Landlords shall provide full cooperation to the Developer in obtaining such approvals.

3.5 THAT the Developer may undertake the development over the Schedule - A Land either by itself or through any contractors and sub-divide the work or appoint sub-contractors as it may deem fit and proper.

THAT the entire cost of development/construction of the Project, including fees, taxes thereon or other payments (including statutory dues to workmen, employees, etc.) which may be payable to the architect, engineers, contractors, sub-contractors staff and workmen shall be borne by and paid for solely by the Developer.

3.6 THAT the Developer shall be free to develop the Project in such manner as it may deem fit, but always in accordance with the applicable law. The Developer shall make best endeavours to ensure that quality standards are maintained while developing the Project.

3.7 THAT the Landlords and the Developer shall mutually decide the name of the Project.

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Nabavita Das.
Kanshuk Noyinder
Darbesh Projects Pvt. Ltd.
[Signature]
Director

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4. POSSESSION AND RIGHT TO TRANSFER

4.1 THAT the Landlords shall, in due course of time, hand over the peaceful and vacant possession of the Schedule - A Land to the Developer after dismantling and clearing the existing tower and its associated structures from the Schedule - A Land, the expenses and taxes payable on which shall be entirely borne by the Landlords.

The Developer shall, at its own costs and expenses, be liable to dismantle the existing two storied structure standing on the Schedule - A land.

The Developer may store the building materials as per requirement and employ a guard/chowkidar or any other staff or may take other security measures.

4.2 THAT the Landlords have as on the date hereof, handed over the original title deeds of the Schedule - A Land to the Developer. The Developer shall handover the original title deeds to the Landlords whenever required by the Landlords and the Landlords shall return back the same to the Developer on the fulfilment of their purpose.

4.3 THAT the Landlords have, as on the date hereof executed power of attorney in favour of the Developer to do all acts and deeds necessary on their behalf for the development of the Schedule - A Land, deal with the Schedule - A Land in accordance with this Agreement and to give effect to this Agreement and the Landlords shall execute such power of attorney to enable the Developer to carry out development and completion of the said Project and confer upon the Developer the right to sell or transfer the units of the Developer's Allocation in the said project as enumerated in Schedule-B (Part - II) independently, without any prior consent or execution of the Landlords.

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Nabanita Das.
Kanduk Mujindur
Darbesh Projects Pvt. Ltd.
Director

4.4 THAT the Landlords agrees and undertakes that they will execute and deliver such documents, deeds, no-objection certificates, authorizations and take such other actions that may be required for the Developer to market and sell the developed areas and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.

4.5 THAT the Landlords reserves their right to sell or transfer the units of the Landlords' Allocation in the said project as enumerated in Schedule-B (Part - I) and shall not be confined/ regulated by any prior consent of the Developer for executing an instrument for such sale or transfer.

4.6 THAT in case the terms as stipulated in clause 2.6 above are not acted upon, then in that event the Landlords and the Developer shall jointly transfer the units as allocated as per Clauses 2.2 and 2.3 of these presents in favour of the intending Purchaser/s and the necessary instruments of the said transfer shall be jointly executed by the Landlords and the Developer.

5. REPRESENTATIONS & WARRANTIES

5.1 THAT the Landlords hereby represent and warrant to the Developer that the Landlords:

- (a) have a clear and marketable title to the Schedule - A Land free from all or any encumbrances, charges, liens, mortgages, acquisition, requisitions, claims and demands, and the Schedule - A Land is capable of being developed into the Project;
- (b) shall provide all information as concerning any future acquisition of land which is capable of becoming part of the Schedule - A Land in accordance with this Agreement;
- (c) have acquired the Schedule - A Land free of any attachment by any governmental authority or lender or creditor or other person, including any revenue authority;
- (d) have acquired the Schedule - A Land free of any litigation, acquisition proceedings under the Land Acquisition Act, or proceedings under any urban, agricultural or other land ceiling laws;

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Nabanita Das.
Kanshik Majumdar
Darbesh Projects Pvt. Ltd.
Director

- (e) ensure that they shall have no objection or claim if the Developer consolidates adjacent land for development and expansion of the said project and that the entitlement of the Landlords shall remain confined to the allocations made in the said project upon the Schedule - A land and not upon the adjacent land intended to be consolidated;
- (f) shall at the instructions of the Developer execute all such documentation which may be necessary for the development of the Schedule - A Land as envisaged by the Developer, including all and any documentation to be submitted with the government departments / bodies;
- (g) shall declare that the Developer shall have the absolute right to claim and utilize any monetary compensation or any other form of compensation in lieu of any acquisition of any portion of the Schedule - A Land;
- (h) undertake to jointly and severally indemnify and keep indemnified the Developer from any and all claims, actions, disputes, loss, compensation, penalty etc. raised in view of the Landlords defect in the title to the Schedule - A Land;
- (i) shall take all necessary and effective steps to remove such defects and encumbrance and shall also remove all hurdles in the way of development so as to enable the Developer to carry on the construction work smoothly in the event the title of the Landlords to the said land is found to be defective or encumbered in any way;
- j) undertakes to signify their consent to the plans, elevations, designs, drawings, specifications, etc. as proposed by the Developer and to sign it and all other incidental and necessary papers for approval of the building plan;
- (k) shall cooperate with the Developer to obtain the requisite statutory approvals, permissions, and licenses to commence the development and construction on the Schedule - A Land;
- (l) shall not (i) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Schedule - A Land (or any part thereof); and (ii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Schedule - A Land (or any part thereof);

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Nabarita Das.

Kausik Majumder

Darbesb Projects Pvt. Ltd.

Director

(m) have paid the cost for acquiring the Schedule - A Land in full, including but not limited to the purchase price, stamp duty and registration charges and if any such charges are found to be due the same shall be borne and paid by the Landlords;

(n) Shall pay all taxes and dues including that of land revenue, relating to the period prior to the execution of these presents/commencement of the construction of the building and provide all land documents with mutation papers and khazana receipt paid up to Bengali Year 1428 to the Developer; and

(o) shall not interfere in the development of the Project and shall not exercise any recourse over the Schedule - A Land, provided that, the Landlords reserve the right to inspect the progress of construction at all reasonable times.

5.2 THAT the Developer hereby represents and warrants to the Landlords that the Developer:

(a) shall get the plans, elevations, designs, architectural drawings (as per the sanctioned Floor-Area Ratio) and specifications approved from the appropriate authority at its own cost;

(b) must deliver one true copy of the proposed building plan to the Landlords before the submission of the building plan to the concerned authority for its approval;

(c) shall make khazana payments to the concerned authority for the period commencing on Bengali Year 1429, till completion of the project;

(d) shall carry the sale of units of the Developer's Allocation in the said project to intending buyers/allotees as per the prevailing market value;

(e) shall make timely payments to the landlords /vendors /Government Agencies;

(f) shall make payments for the conversion of the character of the Schedule - A Land; and

(g) shall complete the said Project within three years from the date of commencement of the construction of the said Project, provided that, an extension for a period of 6 (Six) months may be granted to the Developer.

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Nabavita Das.
Kanshik Majinder
Darbesh Projects Pvt. Ltd.
Director

In case the Developer fails to complete the said project within the aforesaid stipulated period of 42 (Forty Two) months, the Developer shall be liable to compensate the Landlords at the rate of Rs.25,000.00 (Rupees Twenty Five Thousand) only per month till the completion of the said project.

The Developer shall not be responsible for any failure to complete the said Project within the stipulated time, if the construction/development is prevented or delayed by an event of *force majeure*.

In an event of *force majeure*, the Developer must immediately notify the Landlords giving full particulars of the event of *force majeure* and the reasons for the event of *force majeure* preventing or delaying the construction/development. Upon completion of the event of *force majeure*, the Developer must as soon as reasonably practicable, recommence construction/ development.

5.3 THAT the Landlords also represents and warrants to the Developer that no one other than the Developer shall be entitled to undertake the development and construction work on the Schedule - A Land and the Landlords shall not grant or create any third party rights or interest in respect of development of the Schedule - A Land, from the date hereof.

5.4 THAT the Parties hereby represent and warrant to each other that:

(a) they have the full power, authority and legal right to enter into and engage in the transactions contemplated by this Agreement and have taken or obtained all necessary corporate and other action to authorize the due execution, delivery and performance of this Agreement and have duly executed and delivered this Agreement;

(b) neither the execution of this Agreement nor the performance by the Parties of any of their respective obligations hereunder will conflict with or result in a breach of any provisions of their respective memorandums and articles of association or other similar constituent documents or law, regulation, judgment, order, authorization, agreement or obligation or document binding on or applicable to the Parties; and

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Nalavita Das,
Kanshik Majumder
Darbesh Projects Pvt. Ltd.
[Signature]
Director

(c) all consents, approvals, permissions, authorizations or requirements required from any government authority or from any other persons for or in connection with the creation, execution, validity and performance of this Agreement have been obtained and are in full force and effect.

6. INDEMNITY

6.1 THAT each Party (a "Defaulting Party") shall keep indemnified and hold harmless the other Party (a "Non-defaulting Party") against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Non-defaulting Party on account of:

- (a) any delay in completion of the development of the Project over the Schedule - A Land caused at the instance of or attributable to the Defaulting Party;
- (b) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or
- (c) on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any obligations, representation and warranties made under this Agreement; and/or
- (d) on account of or arising out of any breach of any of the terms or any law, rules and regulations or otherwise howsoever.

6.2 THAT without prejudice to the Developer's rights under Clause 6.1 above, in particular the Landlord shall keep indemnified and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Developer on account of any defect in or want of title in relation to the Schedule - A Land or any part thereof on the part of the Landlords.

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Nabanita Das,
Kanishk Majumdar
Darbesh Projects Pvt. Ltd.
[Signature]
Director

7. NOTICES

7.1 THAT any notice required or permitted to be given hereunder shall be addressed to the address as given by a Party in this Agreement.

7.2 THAT any notice required or permitted to be given hereunder shall be in writing and shall be effectively served

(i) if delivered personally, upon receipt by the other Party;

(ii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender.

7.3 THAT any Party hereto may change any particulars of its address for notice, by notice to the others in the manner aforesaid.

8. CONFIDENTIALITY

THAT this Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any person by the Landlords. The Landlords shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the Developer.

Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to the confidential information. The obligations of confidentiality do not extend to information which:

(a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein;

(b) is disclosed with the consent of the Party who supplied the information;

(c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information;

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Kandik Majumdar

Derbesh Projects Pvt. Ltd.

[Signature]
Director

(d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or

(e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

9. GOVERNING LAW AND JURISDICTION

9.1 THAT this Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. Subject to Clause 10 below, the Courts at Siliguri shall have the territorial jurisdiction over the subject matter of this Agreement.

9.2 THAT if the First Parties fails to execute any documents as required by the Second Party, then the Second Party shall be entitled to file suit for specific performance and all the costs, damages, charges and expenses on account of filing of the suit and damages shall be payable by the First Parties to the Second Party and the same shall be applicable and binding upon the parties vice-versa.

10. DISPUTE RESOLUTION

THAT in the event any dispute or difference arises out of or in connection with the interpretation or implementation of this Agreement, or out of or in connection with the breach, or alleged breach of this Agreement, such dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of arbitrators, to be mutually appointed by the Parties. The arbitration shall be held at Siliguri in the following manner:

- (a) All proceedings in any such arbitration shall be conducted in English;
- (b) The arbitration award made by the arbitrators shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly; and
- (c) The award shall be in writing.

Swajinder
Nabanita Das
Kansuk Majinder
Darbesh Projects Pvt. Ltd.
Director

11. MISCELLANEOUS

11.1 *No Partnership*: Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or as a joint venture/ Association of persons in any manner, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.

11.2 *Amendments/ Supplements/ Variation*: No amendments/ supplements/ variation of this Agreement (including its Annexure and Schedules) shall be binding on any Party unless the same is in writing and signed by each Party.

11.3 *Assignment*: No rights or liabilities under this Agreement shall be assigned by any of the Parties hereto. Notwithstanding anything contained to the contrary, the Developer however shall have the right to assign any of its rights and/or liabilities arising from this Agreement to any third party. For the purposes of this Clause, it is clarified that such an assignment shall not require any consent from the Landlords and the Landlords shall upon the request of the Developer, execute such documents and no objection certificates as may be required by the Joint Developer for giving effect to such an assignment.

11.4 *Waiver*: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

11.5 *Severability*: If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

11.6 *Hindrance-free movement*: The articles of display or otherwise shall not be kept by the either party in any place of common use in the building so as to cause hindrance in any manner in the free movement of users of places of common use in the building.

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Habavita Das,
Kansak Majunder
Darbesh Projects Pvt. Ltd.
Director

11.7 *Death of Landlords*: In case of death of the Landlord Nos.1, 2 and/ or 3, then in that event, their respective successors/heirs will remain bound to execute the Sale Deed in favour of prospective buyers to be selected by the Developer and also remain bound to execute an irrevocable Power of Attorney authorising the same power in favour of the Developer.

11.8 *Supersession*: Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understanding or agreement on such subject matter between the Parties.

11.9 *Transfer of Property Act*: Nothing contained in this Agreement shall be deemed to be an agreement of sale under Section 53-A of the Transfer of Property Act. Further the Parties agree and acknowledges that nothing in this Agreement shall be deemed to be a conveyance or sale or transfer of any right, title or interest of the Schedule - A Land from the Landlord to the Developer save and except as otherwise provided in this Agreement. The title in the Schedule - A Land shall continue to be with the Landlords and the same shall vest in the name of the Landlords, till such time the same is transferred in accordance with this Agreement.

11.10 *Government Approval*: All the obligations of the Developer under this Agreement are subject to Applicable Laws and receipt of approvals from the Government Authorities, if so required under any Applicable Law.

11.11 *Specific Performance*: This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

11.12 *Counterparts*: This Agreement or any amendments thereto may be executed in several counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

11.13 *Costs*: The Developer shall bear the costs and expenses in relation to the preparation, execution, registration, administration, modification and amendment of this Agreement. The stamp duty and any registration charges payable in connection with this Agreement shall be borne by the Developer herein.

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Nabanta Das.
Koushik Majumder
Darbesh Projects Pvt. Ltd.
Director

11.14 *Tax Liabilities*: The parties shall bear their respective proportionate statutory impositions and/or tax liabilities. The capital gain, wealth tax, income tax and/or any other taxes that may arise due to the development of the property shall be borne by the parties in proportion to their share in the said complex.

That the Developer and the Landlords shall be liable for the Goods and Services Tax (GST) to be imposed on the units of the Developer's allocation and the Landlords' allocation in the said project respectively as per the applicable GST Rules.

SCHEDULE - A

All that piece or parcel of land measuring 0.12 Acres, situated within Mouza - Uttar Bagdogra, J.L. No.93, Pargana - Patharghata, P.S. - Bagdogra, District - Darjeeling, in the State of West Bengal.

R.S. Khatian No.	L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
69	429/1	342	1043	0.04 Acres
	197/1		1043	0.04 Acres
	65/1		1043	0.04 Acres
Total				0.12 Acres

The said land is bound and butted as follows :

- By North : Asian Highway 2 Bagdogra to Siliguri.
By South : House of Utpal Ghosh and Others,
By East : 12 feet wide Pucca Road,
By West : House of Arun Ghosh and Others.

: 19 :

Sudjender
Nabanita Das
Kausik Majumdar
Darbesh Projects Pvt. Ltd.
Director

SCHEDULE - B

PART - I

LANDLORDS' ALLOCATION

RESIDENTIAL FLATS	BHK	SIDE	AREA (Super Built-Up)
Second Floor			
Tenement 1	3BHK	East	1241.184 Sq.ft.
Tenement 2	1BHK	West	604.896 Sq.ft.
Tenement 3	3BHK	South	1290.125 Sq.ft.
Fourth Floor			
Tenement 7	2BHK	East	923.352 Sq.ft.
Fifth Floor			
Tenement 11	2BHK	West	923.352 Sq.ft.

COMMERCIAL UNITS	MARKING AS PER SITE PLAN ATTACHED HEREWITH	SIDE	AREA (Super Built-Up)
First Floor	A	North	142.920 Sq.m.
First Floor	B & C (combined)	South	36.844 Sq.m.

6

: 20 :

Swajunder
Nabanita Das.
Kanshik Majumder
Darbesh Projects Pvt. Ltd.
"W. S. S." Director

PART - II

DEVELOPER'S ALLOCATION

RESIDENTIAL FLATS	BHK	SIDE	AREA (Super Built-Up)
Third Floor			
Tenement 4	2BHK	East	923.352 Sq.ft.
Tenement 5	2BHK	West	923.352 Sq.ft.
Tenement 6	3BHK	South	1290.125 Sq.ft.
Fourth Floor			
Tenement 8	2BHK	West	923.352 Sq.ft.
Tenement 9	3BHK	South	1290.125 Sq.ft.
Fifth Floor			
Tenement 10	2BHK	East	923.352 Sq.ft.

COMMERCIAL UNITS	MARKING AS PER SITE PLAN ATTACHED HEREWITH	SIDE	AREA (Super Built-Up)
Ground Floor	D	North	116.734 Sq.m.
First Floor	B & C (combined)	South	63.030 Sq.m.

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THIS INDENTURE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

श्री गणेश साह
S/O LAJE RAMDAYAL SAH
DEFENCE COLONY
UPPER BADDARA
PO & PS - BADDARA
DIST - DARJEELING (WB)

2. Pushpita Majunder
W/o Sri Kaushik Majunder
Hospital Mare
U. Bagdogra
PO & PS: Bagdogra
Dt - Darjeeling

Nabanita Das.

Kaushik Majunder

(FIRST PARTIES / LANDLORDS)

Darbesh Projects Pvt. Ltd.

Director

(SECOND PARTY / DEVELOPER)

Drafted as per the instruction of the parties and printed in the Office of Kamal Kumar Kedia & Associates, Siliguri.

Read over and explained by me.

Rahul Kedia
Advocate, Siliguri.
E.No.F/1379/1449/2017.



FINGER PRINTS OF SMT. SARBANI MAJUMDER (FIRST PARTY / LANDLORD NO.1)

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

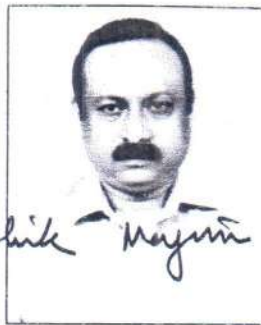


Sarbani Majumder
SIGNATURE

FINGER PRINTS OF SMT. NABANITA DAS (FIRST PARTY / LANDLORD NO.2)









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

Nabanita Das.
SIGNATURE



Kaushik Majumder

FINGER PRINTS OF SRI KAUSHIK MAJUMDER (FIRST PARTY / LANDLORD NO.3)

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

Kaushik Majumder

SIGNATURE



Sri Ravinder Pal Singh

FINGER PRINTS OF SRI RAVINDER PAL SINGH CHOWDHURY DIRECTOR OF DARBESH PROJECTS PRIVATE LIMITED (SECOND PARTY / DEVELOPER)

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

Darbesh Projects Pvt. Ltd.

Sri Ravinder Pal Singh
Director

SIGNATURE

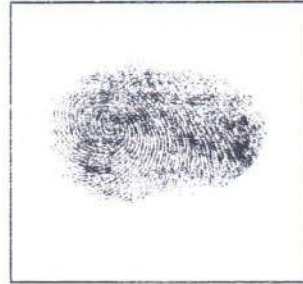
PHOTO AND LEFT THUMB IMPRESSION SHEET OF
SRI JAI GOPAL SAH (IDENTIFIER)

PHOTO



Jai Gopal Sah

THUMB IMPRESSION



Jai Gopal Sah

SIGNATURE OF THE IDENTIFIER



Major Information of the Deed

Deed No :	I-0403-10224/2022	Date of Registration	09/11/2022
Query No / Year	0403-2003100697/2022	Office where deed is registered	
Query Date	01/11/2022 10:34:06 AM	A.D.S.R. BAGDOGRA, District: Darjeeling	
Applicant Name, Address & Other Details	Kamal Kumar Kedia And Associates S.F. Road, Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734005, Mobile No. : 8972198324, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 7,50,000/-]		
Set Forth value	Market Value		
	Rs. 2,10,60,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 7,521/- (Article:E, E, B)		
Remarks			



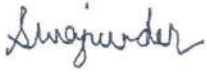
Land Details :

District: Darjeeling, P.S:- Bagdogra, Gram Panchayat: UPPER BAGDOGRA, Mouza: Uttar Bagdogra, JI No: 93, Pin Code : 734014

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1043 (RS :-)	LR-429/1	Commercial use	Bastu	0.04 Acre		70,20,000/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L2	LR-1043 (RS :-)	LR-197/1	Commercial use	Bastu	0.04 Acre		70,20,000/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L3	LR-1043 (RS :-)	LR-65/1	Commercial use	Bastu	0.04 Acre		70,20,000/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
		TOTAL :			12Dec	0 /-	210,60,000 /-	
	Grand Total :				12Dec	0 /-	210,60,000 /-	

3rd Details :


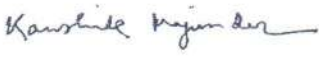
Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Smt SARBANI MAJUMDER Wife of Late Pijush Kanti Majumder Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office	 09/11/2022	 LTI 09/11/2022	 09/11/2022

Vivekananda Pally Main Road, Bagdogra, City:- Not Specified, P.O:- Bagdogra, P.S:-Naxalbari, District:-Darjeeling, West Bengal, India, PIN:- 734014 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BMxxxxxx9M, Aadhaar No: 73xxxxxxxx0130, Status :Individual, Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office

Name	Photo	Finger Print	Signature
Smt NABANITA DAS Wife of Shri Nabina Nanda Das Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office	 09/11/2022	 LTI 09/11/2022	 09/11/2022

Vivekananda Pally Main Road, Bagdogra, City:- Not Specified, P.O:- Bagdogra, P.S:-Naxalbari, District:-Darjeeling, West Bengal, India, PIN:- 734014 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AExxxxxx3J, Aadhaar No: 54xxxxxxxx4018, Status :Individual, Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office

Name	Photo	Finger Print	Signature
Shri KAUSHIK MAJUMDER (Presentant) Son of Late Pijush Kanti Majumder Status : Not Executed	 09/11/2022	 LTI 09/11/2022	 09/11/2022

Vivekananda Pally Main Road, Bagdogra, City:- Not Specified, P.O:- Bagdogra, P.S:-Naxalbari, District:-Darjeeling, West Bengal, India, PIN:- 734014 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: adxxxxxx7g, Aadhaar No: 79xxxxxxxx3252, Status :Individual, Status : Not Executed

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DARBESH PROJECTS PRIVATE LIMITED Sevoke Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxxx4D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

03-11-2022

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

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

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

Presented for registration at 13:43 hrs on 09-11-2022, at the Office of the A.D.S.R. BAGDOGRA by Shri KAUSHIK MAJUMDER , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,10,60,000/-

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

Execution is admitted on 09/11/2022 by 1. Smt SARBANI MAJUMDER, Wife of Late Pijush Kanti Majumder, Vivekananda Pally Main Road, Bagdogra, P.O: Bagdogra, Thana: Naxalbari, , Darjeeling, WEST BENGAL, India, PIN - 734014, by caste Hindu, by Profession House wife, 2. Smt NABANITA DAS, Wife of Shri Nabina Nanda Das, Vivekananda Pally Main Road, Bagdogra, P.O: Bagdogra, Thana: Naxalbari, , Darjeeling, WEST BENGAL, India, PIN - 734014, by caste Hindu, by Profession House wife

Indetified by Shri Jai Gopal Sah, , Son of Late Ram Dayal Sah, Upper Bagdogra, Defence Colony, P.O: Bagdogra, Thana: Naxalbari, , Darjeeling, WEST BENGAL, India, PIN - 734014, by caste Hindu, by profession Others

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

Execution is admitted on 09-11-2022 by Shri RAVINDER PAL SINGH CHOWDHURY, Director, DARBESH PROJECTS PRIVATE LIMITED (Private Limited Company), Sevoke Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Shri Jai Gopal Sah, , Son of Late Ram Dayal Sah, Upper Bagdogra, Defence Colony, P.O: Bagdogra, Thana: Naxalbari, , Darjeeling, WEST BENGAL, India, PIN - 734014, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7,521.00/- (B = Rs 7,500.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 7,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/11/2022 12:00AM with Govt. Ref. No: 192022230154871162 on 01-11-2022, Amount Rs: 7,521/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 03112022029 on 03-11-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,021/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 28232, Amount: Rs.5,000.00/-, Date of Purchase: 27/09/2022, Vendor name: J R Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/11/2022 12:00AM with Govt. Ref. No: 192022230154871162 on 01-11-2022, Amount Rs: 35,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 03112022029 on 03-11-2022, Head of Account 0030-02-103-003-02



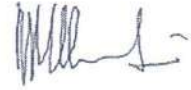
Yogen Tshering Bhutia
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
Darjeeling, West Bengal

details as per Land Record




Darjeeling, P.S:- Bagdogra, Gram Panchayat: UPPER BAGDOGRA, Mouza: Uttar Bagdogra, JI No: 93, Pin : 734014

sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1043, LR Khatian No:- 429/1	Owner: সৰ্বানী মজুমদার, Gurdian: পীযুষ কান্তি, Address: বাগডোগরা বাজার , Classification: বাস্তু, Area: 0.04000000 Acre,	Smt SARBANI MAJUMDER
L2	LR Plot No:- 1043, LR Khatian No:- 197/1	Owner: নবনীতা মজুমদার, Gurdian: পীযুষ কান্তি, Address: বাগডোগরা বাজার , Classification: বাস্তু, Area: 0.04000000 Acre,	Smt NABANITA DAS
L3	LR Plot No:- 1043, LR Khatian No:- 65/1	Owner: কৌশিক মজুমদার, Gurdian: পীযুষ কান্তি, Address: বাগডোগরা বাজার , Classification: বাস্তু, Area: 0.04000000 Acre,	Shri KAUSHIK MAJUMDER

Representative Details :

Name,Address,Photo,Finger print and Signature				
1	Name	Photo	Finger Print	Signature
	Shri RAVINDER PAL SINGH CHOWDHURY Son of Late Mohan Singh Chowdhury Date of Execution - 09/11/2022, , Admitted by: Self, Date of Admission: 09/11/2022, Place of Admission of Execution: Office	 Nov 9 2022 2:49PM	 LTI 09/11/2022	 09/11/2022
Nivedita Road, Pradhan Nagar, Siliguri,, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003, Sex: Male, By Caste: Sikh, Occupation: Business, Citizen of: India, , Aadhaar No: 50xxxxxxx3754 Status : Representative, Representative of : DARBESH PROJECTS PRIVATE LIMITED (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Jai Gopal Sah Son of Late Ram Dayal Sah Upper Bagdogra, Defence Colony, City:- Not Specified, P.O:- Bagdogra, P.S:- Naxalbari, District:-Darjeeling, West Bengal, India, PIN:- 734014	 09/11/2022	 09/11/2022	 09/11/2022
Identifier Of Smt SARBANI MAJUMDER, Smt NABANITA DAS, Shri RAVINDER PAL SINGH CHOWDHURY			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt SARBANI MAJUMDER	DARBESH PROJECTS PRIVATE LIMITED-4 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Smt NABANITA DAS	DARBESH PROJECTS PRIVATE LIMITED-4 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Shri KAUSHIK MAJUMDER	DARBESH PROJECTS PRIVATE LIMITED-4 Dec

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
Volume number 0403-2022, Page from 221114 to 221145
being No 040310224 for the year 2022.



[Handwritten signature]

Digitally signed by YOGEN TSHERING
BHUTIA
Date: 2022.11.14 17:16:01 +05:30
Reason: Digital Signing of Deed.

Yogen Tshering Bhutia) 2022/11/14 05:16:01 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
District Darjeeling, West Bengal.

(This document is digitally signed.)