

EMBEE DREAMWORLD PRIVATE LIMITED

*Bushid Kumar Agusud*  
DIRECTOR

REALM CONSTRUCTION

*Syoun Agor*  
Partner

16. **COMMON RESTRICTIONS :**

16.1 The Complex shall be subject to the restrictions as are applicable to ownership building, intended for common benefit of all occupiers of the New Buildings.

16.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Building shall permit the Developer or the agency to be appointed as per clause 15.1, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

16.3 It is agreed between the parties that the Developer in consultation with the Owner shall frame a scheme for the management and administration of the New Buildings and all the occupiers of the buildings shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Buildings.

17. **OBLIGATIONS OF THE DEVELOPER:**

17.1 Execution of the Complex shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.

17.2 The Developer shall be responsible for planning, designing development and construction of the Complex with the help of professional bodies, contractors, etc. The Developer shall obtain prior permission with regard to the specification of the New Buildings.

17.3 The Developer has assured the Owners that they shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.

17.4 The Developer shall construct the Complex at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the labourers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owner against any claims, loss or damage for any default or failure or breach on the part of the Developer.



EMBEE DREAMWORLD PRIVATE LIM  
Sushil Kumar Aggarwal  
DIREC

REALM CONSTRUCTION  
Shyam Aggarwal  
Partner

17.5 The Developer hereby agrees and covenants with the Owner either to transfer and/or assign the benefits of this agreement or any portion thereof nor to give permissive possession to anyone without the consent in writing of the Owner first had and obtained.

17.6 The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the laws and rules applicable to construction of the Complex and shall be responsible to comply with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and provisions of the law applicable to the development, construction, safety and transfer of the units in the New buildings.

17.7 Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc. The Developer indemnifies the Owner from any liability on account of accident, mishap, fire occurring in the development area with reference to any work being carried out by the Developer or its Agents/employees.

17.8 The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of development.

17.9 The developer shall at its own cost construct, erect and complete or developer may also obtain loan from any nationalized bank or any other Financial Institution by depositing the Title Deed of the said plot in order to construct the building and the common facilities and amenities at the said premises in accordance with the Plan which has been presented for sanction with the appropriate authorities and also with good and standard materials as may be specified by the architect from time to time.

17.10 The Developer shall not deploy any child labour at the Property and shall deploy only adult employees above the age of 18 years for performing the duties required under this agreement.

17.11 The Developer shall take necessary safety measures like training its employees deployed in the Property, and provide necessary safety equipments like gloves, head gears, gumboots and any other safety equipment as may be required apart from supplying the proper tools.



17.12 Any defects, bad workmanship or other faults to any unit or in the common area or any fittings or fixture either during construction or within the defect liability period of five years from the obtaining Completion Certificate, shall be rectified by the Developer at its costs and expenses within a reasonable period thereafter, as and when the same shall be brought to the notice of the Developer within the said period.

17.13 The Developer shall obtain Completion Certificate of New Buildings. Upon compliance of the above obligation of the Developer may give a notice of completion to the Owner and/or respective transferees.

**18. OBLIGATIONS OF THE OWNER**

18.1 The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.

18.2 The Owner undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Complex can be successfully completed.

18.3 The Owner shall provide the Developer with any and all existing documentation and information relating to the said Property as may be required by the Developer from time to time.

18.4 The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement unless the same violates the terms of this Agreement.

18.5 The Owner hereby covenants not to cause any interference or hindrance in the construction of the Complex.

18.6 The Owner hereby agrees and covenants with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or Saleable space.

**19. INDEMNITY:**

19.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the sanction of Building Plan and construction of the New Buildings and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.



EMBEE DREAMWORLD PRIVATE LIMITED

Sushil Kumar Singh

DIRECT

REALM CONSTRUCTION

Partner

19.2 The Owner shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Complex including marketing thereof for any successful claim by any third party for any defect in title of the said Property.

20. **MISCELLANEOUS:**

20.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

20.2 The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

20.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

20.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

20.5 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertakes to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.

20.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

20.7 All benefits under the Income Tax Act for borrowings made by the Developer would be available to the Developer and it would be entitled to claim all such benefits.

20.8 The name of the Complex shall be decided by the Developer in consultation with the Owner.



EMBEE DREAMWORLD PRIVATE LIMITED  
Sushil Kumar Aggarwal  
DIRECT

REALM CONSTRUCTION  
Sujay Aggarwal  
Partner

20.9 Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

20.10 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

20.11 If any term of this agreement is found to be contrary to the provisions of West Bengal Housing Industry Regulation Act, 2017 or any other similar Act which may come into force at any time hereafter, such provisions shall be modified by the parties by a supplementary agreement to make it compliant to the statutory provision.

21. **DEFAULTS:**

21.1 In the event the Developer fails to complete the construction of the Complex within time mentioned in clause 9.2 subject to force majeure, the time shall be extended as mutually decided by the parties. Upon expiry of such extended time, if the Developer still fails to complete the construction, in such event the Owner may claim and the Developer may be made liable to pay a compensation of a sum of Rs. 50000/- (Rupees Fifty Thousand) per month from the date of default till the completion of the Complex.

21.2 If the Owner fails to comply with its obligations, in such event the developer shall perform the obligations on behalf of the Owner. The Owner shall be entitled to pay and the Developer shall be entitled to receive the cost for performing such obligations as may be mutually decided by the parties.

22. **FORCE MAJEURE REMEDY:**

22.1 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owner nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the



performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

22.2 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 days thereafter.

22.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

23. **ENTIRE AGREEMENT:**

23.1 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

24. **AMENDMENT/MODIFICATION :**

24.1 No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

25. **NOTICE:**

25.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or by E-mail or registered post or speed post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

25.2 Any such notice or other written communication shall be deemed to have been served:-

25.2.1 If delivered personally, at the time of delivery.

25.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4<sup>th</sup> day of handing over the same to the postal or courier authorities.



EMBEE DREAMWORLD PRIVATE LIMITED  
Sushil Kumar  
DIRECTOR

REALM CONSTRUCTION  
Shyam Kumar  
Partner

25.2.3 If sent by E-mail, at the time of sending (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of sending.

25.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal or courier authorities or in the case of E-mail, that a delivery report from the sender's computer can be produced in respect of the notice or other written communication showing the recipient's E-mail Id and the number of pages transmitted.

26. **SPECIFIC PERFORMANCE:**

26.1 In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

27. **DISPUTE RESOLUTION:**

27.1 The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal. The arbitration proceedings shall be conducted at Siliguri.

27.2 Such Arbitral Tribunal shall comprise of sole arbitrator if the parties are able to concur upon appointment of the sole arbitrator and if the parties are unable to concur upon appointment of sole arbitrator then the Arbitral Tribunal shall be comprised of three arbitrators; one arbitrator each to be appointed by the Developer and the Owner and the two arbitrators shall appoint the presiding arbitrator.

27.3. The arbitration proceedings shall be conducted in accordance with the provisions contained in the Arbitration & Conciliation Act, 1996 and amendments made therein.

EMBEE DREAMWORLD PRIVATE LIMIT  
Sushil Kumar Agarwal  
DIRECT

REALM CONSTRUCTION  
Ajay Agarwal  
Partner

27.4 Nothing shall preclude any Party from seeking interim or permanent equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the parties to pursue any remedy for monetary damages through the arbitration described hereinabove.

**28. JURISDICTION :**

28.1 The courts at the Siliguri shall have jurisdiction to entertain or try any action or proceeding arising out of this agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** the piece and parcel of land containing an area of 3.125 Acres be the same a little more or less situate lying at Mouza Kawakhari, Pargana-Patharghata, Touzi No. 91, J. L. No. 72 (formerly 95) comprising in R.S. Dag Nos. 25, 34 and 35 corresponding to L.R. Dag Nos. 81, 82, 83, 84, 99, 101 and 102 under R.S. Khatian Nos. 20/1 and 19 corresponding to L.R. Khatian No. 3409, Police Station- Matigara, District- Darjeeling.

Plot wise detail of the land hereby sold is as follows:

PLOT NO.		L.R. KHATIAN NO.	AREA
R.S.	L.R.		
25	81	3409	0.130 ACRE
25	82		0.425 ACRE
35	83		0.130 ACRE
35	84		1.870 ACRE
34	99		0.040 ACRE
35	101		0.440 ACRE
25	102		0.090 ACRE
TOTAL AREA			3.125 ACRE

Aforesaid land is butted and bounded in the manner following:-

**ON THE NORTH** : By Land of Ajay Agarwal & Others; And 8 Ft. Wide Road,

**ON THE EAST** : By PWD Land, PWD Road and Entrance Road;

**ON THE SOUTH** : By Land of Surja Moni Barman & Others;

**ON THE WEST** : By River and Land of Others;



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

**WITNESSES**

**EXECUTANTS**

1. *Dinesh Kumar Prasad*  
S/o Late Jagdish Prasad  
M.No: 4/1/21, Shantipara,  
PO: Salugara, PS Bhiktingora  
Dist: Jalpaiguri,  
Pin : 734008, WB.

EMBEE DREAMWORLD PRIVATE LIMITED  
*Sushil Kumar Agarwal*  
-----  
(OWNER) DIRECTOR

2. *Sourav Mitra*  
S/o - Sri S.K. Mitra  
Haiderpara | Siliguri - 86.

REALM CONSTRUCTION  
*Shyam Agarwal*  
-----  
(DEVELOPER)

Drafted by me and printed at my office.

*Rajesh Kumar Agarwal*  
Rajesh Kumar Agarwal  
Advocate/ Siliguri  
Reg. no. WB/73/97



# EMBEE DREAMWORLD PRIVATE LIMITED

Extracts of the Minutes of the Meeting of Board of Directors of Embee Dreamworld Private Limited held at 6, Lyons Range, Unit No. 2, 5th Floor Kolkata WB 700001 on Monday, July 30, 2018

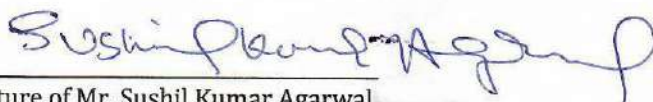
---

## Authority to sign

The Chairman informed the Board that an authority has to be given for executing all agreements and for every act whatsoever necessary in the matter of land development undertaken by Realm Construction for land located at Medical More, Kawakhari, Siliguri in favour of Realm Construction, Shanti Warehousing Corporation, 3<sup>rd</sup> Mile, Sevoke Road, Salugara, Siliguri-734008.


The Board discussed the matter and passed the following resolution:

“RESOLVED THAT Mr. Sushil Kumar Agarwal, Director whose signature is attested below, be and is hereby authorized to deal on behalf of the company to sign any agreement and necessary documents and do whatsoever required in the matter of land development undertaken by Realm Construction for land located at Medical More, Kawakhari, Siliguri in favour of Realm Construction, Shanti Warehousing Corporation, 3<sup>rd</sup> Mile, Sevoke Road, Salugara, Siliguri-734008 for and on behalf of the Company.

5   
Signature of Mr. Sushil Kumar Agarwal


Attested

**EMBEE DREAMWORLD PRIVATE LIMITED**

A   
Director

**DIRECTOR**

**EMBEE DREAMWORLD PRIVATE LIMITED**

5   
Director

**DIRECTOR**





EMBEE DREAMWORLD PRIVATE LIMITED

Sushil Kumar Agwal  
DIRECTOR



स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER



ACRPA8405C

नाम / NAME

SUSHIL KUMAR AGARWAL

पिता का नाम / FATHER'S NAME

MAHABIR PRASAD AGARWAL

जन्म तिथि / DATE OF BIRTH

07-10-1964

हस्ताक्षर / SIGNATURE

Sushil Kumar Agarwal

*Sushil*

आयकर अधिकारी, प.स. - XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

Sushil Kumar Agarwal.

इस कार्ड के खो / गिर जाने पर कृपया जारी करने वाले अधिकारी को सूचित / सापस कर दें।  
संबंधित आयकर आयुक्त(पदावि एवं तकनीकी),  
पी-7,  
चौराही स्क्वायर,  
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to the issuing authority:

Joint Commissioner of Income-tax (Systems & Technical),  
P-7,  
Chowringhee Square,  
Calcutta- 700 069.





ভারত সরকার  
Unique Identification Authority of India  
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1215/91029/50816

07/03/2014

To  
SUSHIL KUMAR AGARWAL  
সুশিল কুমার আগরওয়াল  
SUMAN TEA  
S P MUKHERJEE ROAD  
M. B. TEA AND ALLIED PRODUCTS PVT LTD.  
KHALPARA  
Siliguri ( M. Corp)  
Siliguri Bazar, Darjeeling  
West Bengal - 734005



KL814455216FT

81445521



আপনার আধার সংখ্যা / Your Aadhaar No. :

**5804 4128 6553**

আধার - সাধারণ মানুষের অধিকার



সুশিল কুমার আগরওয়াল  
SUSHIL KUMAR AGARWAL  
পিতা : মহাবীর প্রসাদ আগরওয়াল  
Father : Mahabir Prasad Agarwala

জন্মতারিখ/DOB: 07/10/1964  
পুরুষ / Male

5804 4128 6553



আধার - সাধারণ মানুষের অধিকার

Sushil Kumar Agarwal.



# :: REALM CONSTRUCTION ::

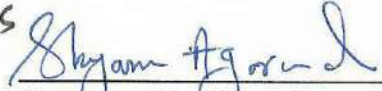
---

## Authority to sign

The partners of the firm has decided that an authority has to be given for executing all agreements and for every act whatsoever necessary in the matter of land development undertaken by Realm Construction for land located at Medical More, Kawakhari, Siliguri

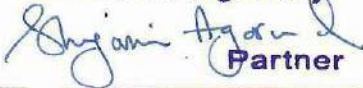
The Partner discussed the matter and decided the following:

THAT Mr. Shyam Agarwal, Partner of Realm Construction whose signature is attested below, be and is hereby authorized to deal on behalf of the partnership firm to sign any agreement and necessary documents and do whatsoever required in the matter of land development undertaken by Realm Construction for land located at Medical More, Kawakhari, Siliguri.

S   
Signature of Mr. Shyam Agarwal


Attested

**Realm Construction  
Liberal Vincom Pvt. Ltd.  
Authorised Signatory**

S   
Partner

Partner

**REALM CONSTRUCTION**

S   
Partner

Partner

**REALM CONSTRUCTION**

A   
Partner

Partner

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

**AAXFR9077R**

नाम / Name  
**REALM CONSTRUCTION**

निराकरण/गठन की तारीख  
Date of Incorporation / Formation  
**28/04/2018**

28/04/2018

**REALM CONSTRUCTION**  
*Shyam Agarwal*  
**Partner**



आयकर विभाग  
INCOME TAX DEPARTMENT  
SHYAM AGARWAL  
BEGRAJ AGARWAL  
26/12/1986  
Permanent Account Number  
AQPPA2164F  
Shyam Agarwal  
Signature

भारत सरकार  
GOVT. OF INDIA



27112009

Shyam Agarwal

ভারত সরকার  
Government of India



নাম: শ্যাম আগরওয়াল  
Shyam Agarwal  
পিতা: বেগরাজ আগরওয়াল  
Father: Begraj Agarwal  
অনুষ্ঠান / DOB: 26/12/1986  
মুদ্রা / Seal



8007 0803 9533

আধার - সাধারণ মানুষের অধিকার

ভারত সরকার  
Unique Identification Authority of India

ঠিকানা:  
শান্তি ওয়ার হাউসিং কর্পোরেশন,  
প্রকাশ নগর, সালুগারা, ৩  
মাইল রাস্তা/সি. ৪২,  
সিটিওডি (গেজটস), জলপাইগুড়ি,  
নেতাজি রোড, পশ্চিম বঙ্গ,  
734001

Address:  
SHANTI WARE HOUSING  
CORPORATION, PRAKASH  
NAGAR, SALUGARA, 3 MILE,  
W/O 42, Seiguri (m.cmp),  
Jalpaiguri, Seoke Road, West  
Bengal, 734001

8007 0803 9533

1800 300 1987    help@uidai.gov.in    www.uidai.gov.in



**FINGER IMPRESSION**

THUMB

FORE FINGER

MIDDLE FINGER

RING FINGER

LITTLE FINGER



L  
E  
F  
T



R  
I  
G  
H  
T



EMBEE DREAMWORLD PRIVATE LIMITED  
*Sushil Kumar Agrawal*  
SIGN WITH DATE **DIRECTOR**

**FINGER IMPRESSION**

THUMB

FORE FINGER

MIDDLE FINGER

RING FINGER

LITTLE FINGER



L  
E  
F  
T



R  
I  
G  
H  
T



REALM CONSTRUCTION  
*Rajan Agard*  
SIGN WITH DATE **Partner**






Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BAGDOGRA, District Name :Darjeeling

Signature / LTI Sheet of Query No/Year 04030001348597/2018

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri Sushil Kumar Agarwal Suman Tea, S P Mukherjee Road, M B Tea And Allied Products Pvt Ltd, Khalpara, Siliguri, P.O:- Siliguri, P.S:- Siliguri, District:- Darjeeling, West Bengal, India, PIN - 734005	Representative of Land Lord [EMBEE DREAMWORLD PRIVATE LIMITED ]			EMBEE DREAMWORLD PRIVATE LIMITED Sushil Kumar Agarwal DIRECTOR
2	Shri Shyam Agarwal Shanti Ware Housing Corporation, Prakash Nagar, Salugara, 3rd Mile, Ward No. 42, Siliguri, P.O:- Salugara, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734008	Representative of Developer [REALM CONSTRUCTION ]			REALM CONSTRUCTION Shyam Agarwal Partner



Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Shri DIWAKAR PRASAD Son of Late JAGDISH PRASAD H. NO. 4/1/21, SHANTIPARA, SALUGARA, SILIGURI, P.O:- SALUGARA, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734008	Shri Sushil Kumar Agarwal, Shri Shyam Agarwal	<i>Diwakar Prasad</i>

(Sufaj Lepcha)

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

## Major Information of the Deed

Deed No :	I-0403-05668/2018	Date of Registration	24/08/2018
Query No / Year	0403-0001348597/2018	Office where deed is registered	
Query Date	23/08/2018 12:47:53 PM	A.D.S.R. BAGDOGRA, District: Darjeeling	
Applicant Name, Address & Other Details	Rajesh Kumar Agarwal S.P. Mukherjee Road, Khalpara, Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 9434020016, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
Rs. 5,62,50,000/-	Rs. 5,62,50,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,000/- (Article:48(g))	Rs. 7/- (Article:E)		
Remarks			

### Land Details :

District: Darjeeling, P.S:- Matigara, Gram Panchayat: MATIGARA-I, Mouza: Kauakhari-(72)

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-81	LR-3409	Industrial use	Rupni	0.13 Acre	23,40,000/-	23,40,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L2	LR-82	LR-3409	Industrial use	Rupni	0.425 Acre	76,50,000/-	76,50,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L3	LR-83	LR-3409	Industrial use	Rupni	0.13 Acre	23,40,000/-	23,40,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L4	LR-84	LR-3409	Industrial use	Rupni	1.87 Acre	3,36,60,000/-	3,36,60,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L5	LR-99	LR-3409	Industrial use	Nala	0.04 Acre	7,20,000/-	7,20,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L6	LR-101	LR-3409	Industrial use	Rupni	0.44 Acre	79,20,000/-	79,20,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L7	LR-102	LR-3409	Industrial use	Rupni	0.09 Acre	16,20,000/-	16,20,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
<b>TOTAL :</b>					<b>312.5Dec</b>	<b>562,50,000 /-</b>	<b>562,50,000 /-</b>	
<b>Grand Total :</b>					<b>312.5Dec</b>	<b>562,50,000 /-</b>	<b>562,50,000 /-</b>	

Major Information of the Deed :- I-0403-05668/2018-24/08/2018



**Land Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>EMBEE DREAMWORLD PRIVATE LIMITED</b> Unit No. 2, 5th Floor, 6, Lyons Range, Kolkata, P.O:- General Post Office, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AAGCM5546G, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>REALM CONSTRUCTION</b> Shanti Warehousing Corporation, Sevoke Road, Praka, P.O:- Salugara, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734008 , PAN No.:: AAXFR9077R, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Shri Sushil Kumar Agarwal</b> Son of Late Mahabir Prasad Agarwala Suman Tea, S P Mukherjee Road, M B Tea And Allied Products Pvt Ltd, Khalpara, Siliguri, P.O:- Siliguri, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN - 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : EMBEE DREAMWORLD PRIVATE LIMITED (as Director)
2	<b>Shri Shyam Agarwal (Presentant )</b> Son of Late Begraj Agarwal Shanti Ware Housing Corporation, Prakash Nagar, Salugara, 3rd Mile, Ward No. 42, Siliguri, P.O:- Salugara, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AQQPA2164F Status : Representative, Representative of : REALM CONSTRUCTION (as Partner)

**Identifier Details :**

Name & address	
Shri DIWAKAR PRASAD Son of Late JAGDISH PRASAD H. NO. 4/1/21, SHANTIPARA, SALUGARA, SILIGURI, P.O:- SALUGARA, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734008, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of Shri Sushil Kumar Agarwal, Shri Shyam Agarwal	

Major Information of the Deed :- I-0403-05668/2018-24/08/2018



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	EMBEE DREAMWORLD PRIVATE LIMITED	REALM CONSTRUCTION-13 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	EMBEE DREAMWORLD PRIVATE LIMITED	REALM CONSTRUCTION-42.5 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	EMBEE DREAMWORLD PRIVATE LIMITED	REALM CONSTRUCTION-13 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	EMBEE DREAMWORLD PRIVATE LIMITED	REALM CONSTRUCTION-187 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	EMBEE DREAMWORLD PRIVATE LIMITED	REALM CONSTRUCTION-4 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	EMBEE DREAMWORLD PRIVATE LIMITED	REALM CONSTRUCTION-44 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	EMBEE DREAMWORLD PRIVATE LIMITED	REALM CONSTRUCTION-9 Dec

## Land Details as per Land Record

District: Darjeeling, P.S:- Matigara, Gram Panchayat: MATIGARA-I, Mouza: Kauakhari-(72)

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 81(Corresponding RS Plot No:- 25), LR Khatian No:- 3409	Owner:EMBEE DREAMWORLD pvt ltd Vineet Bansal, Gurdian:Binod Kumar bansal, Address:6,Lyons Range, Unit 2, 5th Floor, Kolkata 700001, Classification:রূপনী, Area:0.13000000 Acre,
L2	LR Plot No:- 82(Corresponding RS Plot No:- 25), LR Khatian No:- 3409	Owner:EMBEE DREAMWORLD pvt ltd Vineet Bansal, Gurdian:Binod Kumar bansal, Address:6,Lyons Range, Unit 2, 5th Floor, Kolkata 700001, Classification:রূপনী, Area:0.43000000 Acre,
L3	LR Plot No:- 83(Corresponding RS Plot No:- 35), LR Khatian No:- 3409	Owner:EMBEE DREAMWORLD pvt ltd Vineet Bansal, Gurdian:Binod Kumar bansal, Address:6,Lyons Range, Unit 2, 5th Floor, Kolkata 700001, Classification:রূপনী, Area:0.13000000 Acre,

Major Information of the Deed :- I-0403-05668/2018-24/08/2018



L4	LR Plot No:- 84(Corresponding RS Plot No:- 35), LR Khatian No:- 3409	Owner:EMBEE DREAMWORLD pvt ltd Vineet Bansal, Gurdian:Binod Kumar bansal, Address:6,Lyons Range, Unit 2, 5th Floor, Kolkata 700001, Classification:রূপনী, Area:1.87000000 Acre,
L5	LR Plot No:- 99(Corresponding RS Plot No:- 34), LR Khatian No:- 3409	Owner:EMBEE DREAMWORLD pvt ltd Vineet Bansal, Gurdian:Binod Kumar bansal, Address:6,Lyons Range, Unit 2, 5th Floor, Kolkata 700001, Classification:লালা, Area:0.04000000 Acre,
L6	LR Plot No:- 101(Corresponding RS Plot No:- 35), LR Khatian No:- 3409	Owner:EMBEE DREAMWORLD pvt ltd Vineet Bansal, Gurdian:Binod Kumar bansal, Address:6,Lyons Range, Unit 2, 5th Floor, Kolkata 700001, Classification:রূপনী, Area:0.44000000 Acre,
L7	LR Plot No:- 102(Corresponding RS Plot No:- 25), LR Khatian No:- 3409	Owner:EMBEE DREAMWORLD pvt ltd Vineet Bansal, Gurdian:Binod Kumar bansal, Address:6,Lyons Range, Unit 2, 5th Floor, Kolkata 700001, Classification:রূপনী, Area:0.09000000 Acre,

**Endorsement For Deed Number : I - 040305668 / 2018**

**On 23-08-2018**

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

Presented for registration at 12:23 hrs on 23-08-2018, at the Private residence by Shri Shyam Agarwal .

**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 5,62,50,000/-

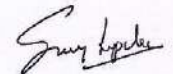
**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 23-08-2018 by Shri Sushil Kumar Agarwal, Director, EMBEE DREAMWORLD PRIVATE LIMITED (Private Limited Company), Unit No. 2, 5th Floor, 6, Lyons Range, Kolkata, P.O:- General Post Office, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Shri DIWAKAR PRASAD, , Son of Late JAGDISH PRASAD, H. NO. 4/1/21, SHANTIPARA, SALUGARA, SILIGURI, P.O: SALUGARA, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734008, by caste Hindu, by profession Others

Execution is admitted on 23-08-2018 by Shri Shyam Agarwal, Partner, REALM CONSTRUCTION (Private Limited Company), Shanti Warehousing Corporation, Sevoke Road, Praka, P.O:- Salugara, P.S:- Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN - 734008

Indetified by Shri DIWAKAR PRASAD, , Son of Late JAGDISH PRASAD, H. NO. 4/1/21, SHANTIPARA, SALUGARA, SILIGURI, P.O: SALUGARA, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734008, by caste Hindu, by profession Others



**Suraj Lepcha**

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BAGDOGRA**

**Darjeeling, West Bengal**

**On 24-08-2018**

**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.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7/- ( E = Rs 7/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/08/2018 11:11AM with Govt. Ref. No: 192018190278261871 on 24-08-2018, Amount Rs: 7/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1519527154 on 24-08-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-0403-05668/2018-24/08/2018

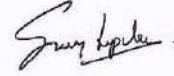


## Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,000/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 70,000/-

### Description of Stamp

1. Stamp: Type: Impressed, Serial no 2075, Amount: Rs.1,000/-, Date of Purchase: 28/03/2018, Vendor name: T Roy
  2. Stamp: Type: Impressed, Serial no 2076, Amount: Rs.1,000/-, Date of Purchase: 28/03/2018, Vendor name: T Roy
  3. Stamp: Type: Impressed, Serial no 2077, Amount: Rs.1,000/-, Date of Purchase: 28/03/2018, Vendor name: T Roy
  4. Stamp: Type: Impressed, Serial no 2078, Amount: Rs.1,000/-, Date of Purchase: 28/03/2018, Vendor name: T Roy
  5. Stamp: Type: Impressed, Serial no 2079, Amount: Rs.1,000/-, Date of Purchase: 28/03/2018, Vendor name: T Roy
- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/08/2018 11:11AM with Govt. Ref. No: 192018190278261871 on 24-08-2018, Amount Rs: 70,000/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1519527154 on 24-08-2018, Head of Account 0030-02-103-003-02



**Suraj Lepcha**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BAGDOGRA**  
**Darjeeling, West Bengal**

Major Information of the Deed :- I-0403-05668/2018-24/08/2018

---



**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 0403-2018, Page from 116253 to 116309**

**being No 040305668 for the year 2018.**



Digitally signed by Suraj Lepcha  
Date: 2018.08.27 13:53:51 +05:30  
Reason: Digital Signing of Deed.

**(Suraj Lepcha) 27/08/2018 13:53:11**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BAGDOGRA**  
**West Bengal.**

**(This document is digitally signed.)**