S-4878/2020 I-4517/2020

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL F 446254

For Adarshayuk Infraprojects Pvt. Ltd.

Director

REAL HOME DEVELOPERS

PARTNER

DEVELOPMENT AGREEMENT

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

Addl. District Sub-Registrar, Siliguri-II at Bagdogra

27 NOV 2020

CONTD...P/2

SL.NO. 21518 Date 25.11.2020

PURCHASER Parameshwar Rao Nallar & others

Full Address Siliguri

Total Value 500/-

Stamp Purchased from JPG Treasury-1

STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. DSR Office, Raiganj, Jalpaiguri

Addl. Dist. Sub-Registrar
Siliguri-II at Kalimpong, Dist. Darjeeling

27 NOV 20

Director

REAL HOME DEVELOPERS

PARTNER

THIS DEVELOPMENT AGREEMENT

IS MADE ON THIS THE 29th DAY OF NOVEMBER,

IN THE YEAR TWO THOUSAND AND TWENTY (2020)

BETWEEN

1. **SRI PARAMESHWAR RAO NALLA S/O LATE KRISHNA MURTHY NALLA,** INCOME TAX PAN- ADFPN6945F;

2. **SMT JAYA RAO NALLA W/O SRI PARAMESHWAR RAO NALLA,** INCOME TAX PAN-ADFPN0040D; Both Indian Citizen, Hindu by Religion, Business by Occupation, residing at Nallama Villa, Behind Basundhara, Near Grace Academy, Bara Gharia, P.S-Pradhan Nagar, PIN-734010, Dist. Darjeeling, West Bengal.;
   Hereinafter **BOTH JOINTLY** called to as the **"LAND OWNER NO.1 & 2 / FIRST PARTY NO.1 & 2** (which expression shall mean and include unless excluded by or repugnant to the context their successors, executors, administrators, legal representatives and/or assigns);

3. **ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED, HAVING I.TAX PAN NO. AAJCA0549A**, a Private Limited Company Incorporated Under the Companies Act 1956, having its Corporate Identity Number:- U45400WB2010PTC155507 of 2010-2011 having its Registered Office at Agarwal House, Nivedita Complex, Nivedita Road, Pradhan Nagar, Siliguri, PIN-734003, Dist-Darjeeling, West Bengal., Represented by one of its **DIRECTOR NAMELY – SRI ASWANI KUMAR AGARWAL S/O LATE CHAGAN MAL AGARWAL**, Hindu by Religion, Business by Occupation, Indian by Citizen, resident of Agarwal House, Nivedita Complex, Nivedita Road, Pradhan Nagar, Siliguri, PIN-734003, Dist-Darjeeling, West Bengal.;
   Hereinafter called to as the **"LAND OWNER NO.3/FIRST PARTY NO.3;**
   (which expression shall mean and include unless excluded by or repugnant to the context its successors-in-office, executors, administrators, legal representatives and/or assigns) all of the **"FIRST PART".**

AND

Addl. Dist. Sub Registrar
Shiggaon & Bankapur Dist. Haveri.

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For Adarshayat Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

REAL HOME DEVELOPERS, HAVING I.TAX PAN NO.AAKFR0076P, A Partnership Firm, Having its Registration No.73009 of Dated.19.08.2009, having its Office at CP Group, 2nd Floor, Block 11, Office Block, The Universe, Behind Himalaya Kanya Abasan, Eastern By-Pass, Siliguri, PS-Bhaktinagar, PO- Salugara, PIN-734008, Dist-Jalpaiguri, West Bengal., Being hereinafter represented by one of its Partners:-**SRI BIJAY AGARWAL S/O SRI PAWAN KUMAR AGARWAL,** Indian Citizen, Hindu by Religion, Business by Occupation, resident of Nirvana Homes, Bunglow No.13, Nirmala Convent School Road, Near Narayana School, Opp.Nirmala Convent School, Siliguri, PO-Salugara, P.S-Bhaktinagar, District-Jalpaiguri, PIN-734001, West Bengal., hereinafter will be called the **"DEVELOPER/SECOND PARTY"** (which expression shall unless excluded by or repugnant to the context be deemed to include its partner/s, successors-in-office, executors, administrators and/or assigns) of the **"SECOND PART".**

I). **WHEREAS** one Smt. Kum Kum Das W/o Sri Shyamal Kumar Das, exchanged certain plots of her **land Measuring 3.87 Acres, appertaining to Plot No.1 – 1.42 Acres and Plot No.22 – 2.45 Acres, recorded in Khatian No.5/2, Mouza – BARAGHARIA, Pargana- Patharghata, J.L. No. 82, Police Station- Matigara, Under Gram Panchayat Area, Dist-Darjeeling, West Bengal.**, with Chandmani Tea Estate, represented by its Assistant Manager – Sri Bimalendu Acharyya S/o Dr.K.N.Acharyya, in respect of land of Chandmuni Tea Estate, being **Land Measuring 13.72 Acres, Comprising of R.S.Plot Nos. 4 – 3.55 Acres and Plot Nos.5, 7, 12, 13, 50, 51, 53, 55, 60, 84, 85, 92, 93, 98, recorded in Khatian No. 13, Mouza – BARAGHARIA, Pargana- Patharghata, J.L. No. 82, Police Station- Matigara, Under Gram Panchayat Area, Dist-Darjeeling, West Bengal.,** Vide Deed of Exchange Being Document No. 3700 for the Year 1976 registered at the Office of the then Sub-Registrar, Siliguri, Dist-Darjeeling, West Bengal., Executed by and between Smt. Kum Kum Das W/o Sri Shyamal Kumar Das and Chandmuni Tea Estate, Siliguri represented by its Assistant Manager, Bimalendu' Acharyya.

AND WHEREAS the said Smt. Kum Kum Das W/o Sri Shyamal Kumar Das, became the absolute owner for the land measuring **Land Measuring 13.72 Acres, Comprising of R.S.Plot Nos. 4 – 3.55 Acres and Plot Nos.5, 7, 12, 13, 50, 51, 53, 55, 60, 84, 85, 92, 93, 98, recorded in Khatian No. 13, Mouza – BARAGHARIA, Pargana- Patharghata, J.L. No. 82, Police Station- Matigara, Under Gram Panchayat Area, Dist-**

Addl. Dist-Sub-Registrar
Siliguri-II on Darjeeling [illegible]

27 NOV 2020

For Adityayat Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

Darjeeling, West Bengal., and Chandmuni Tea Estate, became the owner of the **land Measuring 3.87 Acres, appertaining to Plot No.1 – 1.42 Acres and Plot No.22 – 2.45 Acres, recorded in Khatian No.5/2, Mouza – BARAGHARIA, Pargana-Patharghata, J.L. No. 82, Police Station- Matigara, Under Gram Panchayat Area, Dist-Darjeeling, West Bengal.,** by virtue of the exchange deed, having their permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever, by virtue of the said exchange deed above referred.

AND WHEREAS thereafter the said Smt. Kum Kum Das W/o Sri Shyamal Kumar Das sold and transferred a piece or parcel of land measuring 8.58 acres to and in favour of M/s Friends & Company, by virtue of Deed of Sale Being No. 4174 for the Year 1976 and registered at the then Sub-Registrar, Siliguri Dist. Darjeeling, West Bengal., having their permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND WHEREAS thereafter the said Friends & Company, transferred a piece or parcel of land measuring 3.05 Acres in R.S.Plot No.4, to and in favour of Sri Parameshwar Rao Nalla S/o Late Krishna Murty Nalla and Smt. Jaya Rao Nalla W/o Sri Parameshwar Rao Nalla, by virtue of Deed of Sale Being No. 260 for the Year 2002 and entered into Book No. I, Volume No.7, pages 321 to 328 and registered at the then Additional District Sub-Registrar, Siliguri, Dist. Darjeeling, West Bengal., having their permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND WHEREAS Sri Parameshwar Rao Nalla and Smt. Jaya Rao Nalla, **the "LAND OWNER NO.1 & 2 / FIRST PARTY NO.1 & 2"** herein, has/have mutated their names at the Office of the Block Land and Land Reforms, Matigara, Dist-Darjeeling, West Bengal., and obtained L.R.Khatian Nos.336 and 337 respectively in respect of the said above referred land.

AND WHEREAS it is stated that the **"Land Owner No.1 & 2 / First Party No.1 & 2" herein,** has also arranged for conversion of the scheduled land to Bastu from Itkhola, **Vide Order No.261/DL&LRO/Dj/12 of Dated.05.11.2012 and Order**

Addl. Dir.
Siliguri-II of Bankura
Darjeeling

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Director

REAL HOME DEVELOPERS
PARTNER

No.263/DL&LRO/Dj/12 of Dated.05.11.2012, issued by the Office of the District Land & Land Reforms Officer, Darjeeling, West Bengal.

AND WHEREAS the **"Land Owner No.1 & 2 / First Party No.1 & 2"** are the joint owners of all that piece and parcel of land measurement containing an area of **3.05 Acres.**, a little more or less and the said **"Land Owner No.1 & 2 / First Party No.1 & 2"**, being desirous of commercially exploiting a part and parcel of the said land, being **Land Measuring 67 Kathas 12 Chattaks 27 Square Feets,** from and out of their total land detailed above, morefully and particularly described in **SCHEDULE below** and has/have agreed that for the mutual benefit and advantage, the property/land described in the **Schedule** hereunder written, be developed by an experienced developer.

II). WHEREAS ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED - LAND OWNER NO.3/ FIRST PARTY NO.3, acquired all that piece and parcel of the total land measuring **50 Kathas,** by virtue of three separate deed of sale as follows:-

i. **17 Katha or 0.2805 Acres**, appertaining and forming part of **R.S Plot No.4** corresponding to **L.R Plot No.45**, recorded in **L.R Khatian No. 336 & 337**, by virtue of Deed of Sale, being Document No.**I-805**, for the Year 2016, registered at Additional District Sub Registrar, Siliguri-II, Bagdogra, Dist-Darjeeling, West Bengal.;

ii. **17 Katha or 0.2805 Acres**, appertaining and forming part of **R.S Plot No.4** corresponding to **L.R Plot No.45**, recorded in **L.R Khatian No. 336 & 337**, by virtue of Deed of Sale, being Document No.**I-806**, for the year 2016, registered at Additional District Sub Registrar, Siliguri-II, Bagdogra, Dist-Darjeeling, West Bengal.;

iii. **16 Katha or 0.264 Acres**, appertaining and forming part of **R.S Plot No.4** corresponding to **L.R Plot No.45**, recorded in **L.R Khatian No. 336 & 337**, by virtue of Deed of Sale, being Document No.**I-807**, for the year 2016, registered at Additional District Sub Registrar, Siliguri-II, Bagdogra, Dist-Darjeeling, West Bengal, All deeds duly executed by Sri Parameshwar Rao Nalla & Another, and the land situated at **MOUZA- BARAGHARIA**, Paragana- Patharghata, J.L No.82, P.S-Matigara, Under Patharghata Gram Panchayat Area, Dist –

Addl. Dis
Sub-Registrar of Registration
Darjeeling

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For Astavinayak Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

Darjeeling, West Bengal., having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND WHEREAS ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED, the "LAND OWNER NO.3 / FIRST PARTY NO.3" herein, has/have mutated its name at the Office of the Block Land and Land Reforms, Matigara, Dist-Darjeeling, West Bengal., and obtained L.R.Khatian No.2163 in respect of the said above referred land.

AND WHEREAS the **"Land Owner No.3 / First Party No.3"** is the owner of all that piece and parcel of land measurement containing an area of **50 Kathas.**, a little more or less and the said **"Land Owner No.3 / First Party No.3"**, being desirous of commercially exploiting its said land, being **Land Measuring 50 Kathas**, morefully and particularly described in **SCHEDULE below** and has agreed that for the mutual benefit and advantage, the property/land described in the **Schedule** hereunder written, be developed by an experienced developer.

AND WHEREAS it is stated that in pursuance of the aforesaid intensions, **Land Owners/First Party/Land Owners No.1, 2 &3/First Party No.1, 2 & 3** jointly approached the Developer/Second Party and have decided to amalgamate their said respective shares of land and based on mutual understanding, agreed, that the said entire amalgamated Scheduled Land be jointly developed and dealt with by the Developer/Second Party in lieu of consideration and on the terms and conditions as recorded herein.

AND WHEREAS without prejudice to any other provisions of this agreement, at or before execution of this Agreement the Land Owners/First Party has further assured, undertaken, warranted, covenanted and represented to the Developer/Second Party as follows: -

a) That the Land Owners/First Party above written are the joint owners in respect of the said land more fully and particularly described in the **SCHEDULE** hereunder written and no other person has any right, title, interest or claim/demand whatsoever and howsoever over and in respect of the said land /property or any part thereof.

Addl. Dist.
Siliguri-II at Rajganj
Darjeeling

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For Aabhinayak Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

b) That the said land/property is free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever and howsoever and there is no defect in the title of the Land Owners/First Party and the Land Owners/First Party has/have a good, clear and marketable title in respect of the said scheduled land/property and every part thereof.

c) That the said property is in actual physical and khas possession of the Land Owners/First Party.

d) That no mortgage or charge has been created by the Land Owners/First Party by deposit of the title deeds or otherwise over and in respect of the said scheduled land/property or any part thereof.

e) That there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the said land and/or premises/property do not come within the preview of Urban Land (Ceiling & Regulation) Act, 1976.

f) That there is no legal impediment or bar on the part of the parties to sell, assign, transfer or enter into this agreement with each other.

g) That no certificate case is pending for realization of any taxes from the owners.

h) That no suit or proceeding is pending in any court or before any other authority regarding the title or of any other nature whatsoever in respect of the said scheduled land/property or any part thereof and/or created third party's interest therein.

i) That the Land Owners/First Party have not entered into any agreement for sale, assign, transfer or lease out of the said property or any part thereof with any other person or persons whosoever and/or any other agreement whatsoever in respect of the said property or any part thereof.

Addl. Dis
Sitapur-II at Biaspur

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For Adventure Infrastructure Pvt. Ltd.
Director

REAL HOME DEVELOPERS
PARTNER

j) That all taxes/khaznas prior to the date of date of commencement of construction or sanction of appropriate building plan by appropriate authority, Gram Panchayat and/or Siliguri Municipal Corporation, whichever is earlier, on the said land as hereinafter mentioned shall be borne, paid and discharged by the Land Owners/First Party of the land.

REPRESENTATIONS AND WARRANTIES BY THE LAND OWNERS/FIRST PARTY

i) that the title of the Land Owners/First Party declare that the Land/Property is free, clear and marketable. The Land Owners/First Party for valuable consideration paid by them purchased and became the absolute owners of their scheduled land;

ii) that there is no embargo on the Land Owners/First Party from dealing with the Scheduled Land and/or transferring and/or alienating the same in any manner whatsoever or howsoever;

iii) that the Land Owners/First Party has/have paid the applicable stamp duty on each of such title documents and each of these documents have been duly registered with the registrar of competent jurisdiction pursuant to the applicable requirements under the Indian Registration Act, 1908; and

iv) that entirety of each of the Scheduled Land is free from all encumbrances, whatsoever or howsoever; and

v) that save and except the Land Owners/First Party, no other Person and/or Third Party has any manner of right or title or interest or claim or demand over or in respect of any of the scheduled land and/or any part or portion thereof; and

vi) that the Land Owners/First Party has not dealt with any part or portion of scheduled land in any manner or created any Third Party right or title or

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For Aditriayak Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

interest therein or entered into any agreement, contract etc. in respect thereof; and

vii) that no part or portion of any of the Scheduled Land is the subject of any acquisition and/or alignment by any government body and/or authority, statutory or otherwise, and further the Land Owners/First Party has/have not nor their respective predecessors-in-interest/title have received any notice of acquisition and/or alignment in respect of any part or portion of the Scheduled Land, and there are no claims from any authority nor are there any proceedings pending or initiated in relation thereto by any Person and/or under any Applicable Laws and the Owners are neither aware of nor have knowledge of any circumstances or facts or matters which are likely to give rise to any such notices or claims or proceedings; and

viii) that neither the Title Deeds nor any other documents in respect of any of the Scheduled Land or any part thereof have been deposited in favour of any party or Person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise and the Title Deed/s is/are in custody of the Land Owners/First Party; and

ix) that there is no manner of boundary dispute in respect of any of the Scheduled Land; and

x) that no Person or Persons whosoever has claimed any right of pre-emption over or in respect of the Scheduled Land or any part thereof and there are no outstanding actions, claims or demands between the Land Owners/First Party and any third party in respect of any of the Scheduled Land; and

xi) that no part or portion of any of the Scheduled Land is subject to any attachment under the provisions of the Public Demand Recovery Act, 1913 or under the Income Tax act, 1961 or under any statute (central or state or local) for the time being in force; and

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Ramachandra Rao Malla

Anuja Rao Malla

For Aadvidayak Infraproperties Pvt. Ltd

Director

REAL HOME DEVELOPERS

PARTNER

xii) that there are no legal or other proceedings pending in respect of any part or portion of any of the Scheduled Land nor is there any threat of any such proceedings and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc.; and

xiii) the Land Owners/First Party has been in continuous peaceful and physical possession of the Scheduled Land, without any hindrance or impediment; and

xiv) that there is no order of any court or any other statutory authority prohibiting sale and/or transfer and/or alienation of any the Scheduled Land or any part or portion thereof; and

xv) that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing or pending in respect of and/or against any part or portion of any of the **Scheduled Land** nor are any such proceedings threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or the transactions stated herein.

xvi) that no notice, order, judgment, demand or letter requiring the taking of remedial or other action under or pursuant to any environmental legislation in India or elsewhere has been served on or received by the Land Owners/First Party, which may in any manner affect or impact the Scheduled Land and/or the rights granted herein; and

xvii) that each of the representations and warranties contained herein are true and correct and shall survive and subsist at all times.

xviii) No part of taxes payable by the Land Owners/First Party in respect of the Scheduled Land is due and outstanding till the date of this agreement and if

Additional Registrar
Siliguri Regional Office Darjeeling

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Ponnamma Rao Nath

Sanjay Rao Mallick

For Adventure Infraprojects Pvt. Ltd.

Director

REAL HOME DEVELOPERS

PARTNER

any part or portion of tax is found to be due and payable by the Land Owners/First Party, than the Land Owners/First Party confirm and assure that they will make payment of the same forthwith.

AND WHEREAS the Land Owners/First Party being desirous of and to construct the Project/Multi-Storied Building/s on the said Scheduled Land, consisting of as many residential flats/apartments/shops/garage/car parking space/ store rooms/ other spaces etc., according to the drawings plans and specifications to be sanctioned by the Gram Panchayat Office and/or Siliguri Municipal Corporation and/or appropriate authorities according to law, has/have irrevocably jointly put their said amalgamated Scheduled Land at the disposal of the Developer/Second Party and to promote/develop the said Scheduled Land by construction of the Project/Multi-Storied Building/s on their aforesaid land.

AND WHEREAS relying upon the above representations of the Land Owners/First Party and believing the same to be true and acting on good faith and on the Land Owners/First Party agreeing to grant construction rights on the said Scheduled land and/or to get the said Scheduled Land/property developed by the Developer/Second Party herein, the Developer/Second Party has agreed to part with the money and to enter into this agreement on the terms and conditions as hereinafter appearing.

AND WHEREAS without prejudice to any other provisions of this Agreement, at or before execution of this Agreement the Developer/Second Party, has assured, undertaken, warranted, covenanted and represented to the Land Owners/First Party as follows:-

- That the Developer/Second Party is/are into the business of developing and promoting real estate projects in and around Siliguri and has sufficient experience and expertise in developing and promoting the size of the project proposed to be developed as stipulated herein in this agreement.

- That the Developer has sufficient resources, means of finance and infrastructure to develop the size and type of the project proposed to be developed as stipulated herein in this Agreement.

Additional District Registrar
Siliguri & Darjeeling Unit Darjeeling

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REAL HOME DEVELOPERS
PARTNER

- THAT on the execution of these presents, the Land Owners have granted any and all and/or entire development rights, unrestricted access and advertisement rights with respect to the Scheduled Land together with the benefit of the development approvals to the Developer/Second Party.

- THAT the Land Owners have handed over the peaceful and vacant possession of the Scheduled Land to the Developer/Second Party as on the date hereof and the Developer/Second Party has/have also acknowledged the said peaceful possession of the said scheduled land.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS AS SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE SUFFICIENCY WHEREOF IS HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES WITH THE INTENT TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:-

ARTICLE – I:

DEFINITION

That unless there be any contrary to the subject or context:

1. **AGREEMENT** shall mean this Agreement together with all Schedules and/or annexures attached hereto and/or incorporated herein by reference or otherwise, as may be amended in writing by and/or on behalf of the Parties from time to time.

   APPLICABLE LAWS shall mean and include Indian laws, enactments, statutes, acts of legislature or parliament, ordinances, rules, regulations, orders, judgments, notifications, decrees, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision

Parameshwar Rao Nalla

Jaya Rao Nalla

For Astavinayak Infraproperties Pvt. Ltd.

Director

REAL HOME DEVELOPERS

PARTNER

of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter and further include any amendments, revisions, updation thereof.

BUILDING(S) OR MULTISTORIED BUILDING(S) shall mean multistoried building consisting of as many residential flats/apartments/shops/garage/car parking space/ store rooms/ other spaces etc and other Saleable Space as may be / to be constructed by the Developer/Second Party on or upon the Scheduled Land/Property or any part or portion thereof.

COMMON AREAS AND FACILITIES shall mean the access roads, common areas and portions of the project as also the common facilities and infrastructure, which may be made available by the Developer/Second Party for the users/occupiers to access and/or facilitate the use and enjoyment of the Unit(s), each as determined by the Developer/Second Party at its sole and absolute discretion.

LAND OWNERS/FIRST PARTY and/or LAND OWNERS NO.1, 2 &3 / FIRST PARTY NO.1, 2 & 3 shall jointly mean unless specifically described to this agreement namely **(1). SRI PARAMESHWAR RAO NALLA S/O LATE KRISHNA MURTHY NALLA (2). SMT JAYA RAO NALLA W/O SRI PARAMESHWAR RAO NALLA and (3). ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED** and their heirs, executors, successors, administrators, successors, directors, legal representatives and assigns.

DEVELOPER shall mean only the **SECOND PARTY** namely **REAL HOME DEVELOPERS, HAVING I.TAX PAN NO. AAKFR0076P,** A Partnership Firm, Having its Registration No.73009 of Dated.19.08.2009, having its Office a 01st Floor, Ram Krishna Samity Building, Sevoke Road, PO-Siliguri, P.S- Siliguri, Pin – 734001, District-Darjeeling, West Bengal, Being hereinafter represented by one of its Partners:-**SRI BIJAY AGARWAL S/O SRI PAWAN KUMAR AGARWAL,** resident of Nirvana Homes, Bunglow No.13, Nirmala Convent School Road, Near

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For Adarsh Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

Narayana School, Opp.Nirmala Convent School, Siliguri, PO-Salugara, P.S-Bhaktinagar, District-Jalpaiguri, PIN-734001, West Bengal.

"**DEPOSIT AND CHARGES**" shall mean the deposits (statutory or otherwise) including maintenance deposits, sinking fund, club deposits, statutory charges, other extra charges for any electrical, energy, and / or water infrastructure facilities or utilities and applicable taxes and / or levies including GST (Goods and Service Tax), other amounts/deposits for infrastructure facilities and / or utilities, other amounts/deposits for electricity, fire provisions or similar infrastructure facilities and / or utilities which are by its nature supposed to be retained or appropriated by the Developer/Second Party or paid by the Developer/Second Party to the concerned tax authorities or other Government Authorities and any other applicable taxes as may be applicable and / or levied on the Transfer of any Saleable Space in the Project, which are collected by the Developer/Second Party from the Transferee(s) or Purchaser(s) while selling and / or agreeing to sale the Saleable Space in the Project or otherwise.

DEVELOPMENT RIGHTS in the context of the Property shall mean and include all rights, interests and privileges therein and the constructions thereon, which rights, interest and privileges shall include without limitation, *inter alia*, the right to:-

(a) enter into and retain continuous unhindered, unimpeded, unrestricted, unconditional, peaceful access to and physical control of the Scheduled Land;

(b) commercially exploit the Scheduled Land by way of execution and implementation of the Project thereon, and to deal with the Project in terms of this Agreement;

(c) determine at its sole discretion the scheme of development of the Scheduled Land, the nature, name and design of the Project as also the mode and manner of execution and implementation thereof;

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For Aaravkayak Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

(d) prepare and make necessary applications to the relevant Government Authorities and/or other bodies/authorities and/or revise, modify or amend applications, with the assistance of the Land Owners/First Party, as may be determined by the Developer from time to time at its sole discretion, for the smooth execution and implementation of the Project;

(e) prepare and/or cause to be prepared plan of the proposed buildings and / or project to be constructed on the Scheduled Land or any part thereof and make such modifications, revisions, additions, alterations thereto as the Developer/Second Party may deem fit and proper, and make necessary applications for the approval, sanction, modifications, revisions, additions, alterations of such plans and sign, execute and deliver all writings, undertakings and agreements as may be necessary in connection with the aforesaid;

(f) appoint architects, surveyors, engineers, contractors, consultants, agencies, service providers and other person or persons in connection with the execution and implementation of the project;

(g) make applications to all the concerned Governmental Authorities and/or other bodies/authorities for obtaining connections of water, electricity and all other utilities and facilities;

(h) carry out the marketing of the project and sales of the constructed area and / or any part or portion thereof of the developers allocation and to sell and/or transfer and/or create any manner of interest over/in respect of the various areas comprising the project, at such prices, on such terms and conditions and in favour of such Persons as the Developer/Second Party may determine;

(i) sell, convey and otherwise transfer, dispose off, alienate, deal with, assign, lease, grant licenses etc., and/or create third party rights

Addl. Dist. Sub Registrar
Siliguri-I at Bagdogra, Darjeeling

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For Adarshayuvik Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

over/in/in respect of the constructed area and / or construction made on the Property and / or undivided interest on the Property or any part or portion thereof, in such manner as the Developer/Second Party may deem fit and proper and to execute all agreements, deeds, documents in respect thereof, receive and appropriate the proceeds and/or any other consideration and/or all the revenues.

(j) manage the property and bear and pay all construction costs, material costs, labour costs and all ancillary costs for construction including cost of construction, save and except as provided herein;

(k) pay and bear all outgoings in respect of the scheduled land, commencing on and from the date of execution of these presents;

(l) to develop the project under the brand name of the Developer/Second Party or its constituents and/or its associates/affiliates and to display and advertise the name, brand name etc.

(m) establish such new entity or entities as the Developer/Second Party may determine to assume the obligations, liabilities and costs connected with the management and maintenance of the Scheduled Land/Property and/or entrust/assign /delegate all or any rights, obligations, liabilities and costs as stipulated herein to such entities as may be determined by the Developer/Second Party;

(n) do any other acts as may be required to ensure the timely execution and smooth completion and operation of the Project and those incidental and/or related to any of the rights stated herein;

ENCUMBRANCES shall mean any mortgage, pledge, equitable interest, hypothecation, encumbrance, title defect, title retention agreement, lien, charge, lispendens, liabilities, claims, demands, prohibitions, wakfs, debuttors, trusts, bargadars, bhagchasis, occupants, tenancies, thika tenancies, leases, trespassers,

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Siliguri-II at Bagdogra Dist Darjeeling

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encroachments, acquisitions, requisitions, attachments, alignments, third party claims etc., whatsoever or howsoever, commitment, restriction or limitation of any nature, transfer or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

ENGINEER / ARCHITECT: The Engineer shall mean as the consulting Engineer who has been appointed by the Developer/Second Party for designing and planning of the project or new building or any other persons, firm or company who may be appointed hereinafter for the similar purpose.

PROJECT shall mean the development proposed to be carried out by the Developer/Second Party on the Scheduled Land as may be ascertained by the Developer/Second Party, comprising of such number of Building(s) and each building comprising of one or more of several components including but not restricted to retail, commercial, residential and/or such other components as may be determined by the Developer/Second Party at its sole and absolute discretion, the proportion and/or area of each such component, manner of construction to be determined by the Developer/Second Party.

SALEABLE SPACE shall mean any residential flat(s), apartments, commercial spaces, shops, offices, stores, retail, parking space and / or Unit(s) or any other space available for independent use and occupation after making due provision for common amenities and facilities for better enjoyment at the Project.

SAID PROPERTY/SCHEDULED LAND shall mean the land, more fully and particularly described in **SCHEDULE** hereunder written.

SANCTIONED PLAN shall mean the building plan of the project prepared or caused to be prepared by the Developer/Second Party from the Architect and sanctioned by the concerned authority / Gram Panchayat for the construction of the project and include any modifications, alterations, amendments, additions or deletions as may be

For Ashirwad Infraproperties Pvt. Ltd.
Director

REAL HOME DEVELOPERS
PARTNER

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For Astavinayak Infraproperties Pvt. Ltd
Director
REAL HOME DEVELOPERS
PARTNER

done by the Developer/Second Party from time to time at its sole and absolute discretion and shall include such other modified/amended plan or plans as may be sanctioned and or regularized by the concerned authority / Gram Panchayat or such other authority or authorities.

TRANSFER (including with correlative meaning, the terms "transferred by" and "transferability") shall mean to transfer, sell, assign, pledge, mortgage, hypothecate, create a security interest in or encumbrance on, place in trust, exchange, gift or transfer by operation of law or in any other way.

TRANSFEREE(S) OR **PURCHASER(S)** shall mean any Person to whom any constructed area/saleable space in the Project is to be transferred or has been transferred (including the Land Owners/First Party with regard to self use, Land Owners/First Party Allocation).

UNIT(S) shall mean residential flat(s), apartments, commercial spaces, shops, offices, retail and / or any other constructed area/saleable space capable of independent use and occupation at the project and include car parking space and/or any other spaces, together with the proportionate share in the common facilities and amenities.

LAND OWNERS/FIRST PARTY'S ALLOCATION namely, **(1). SRI PARAMESHWAR RAO NALLA S/O LATE KRISHNA MURTHY NALLA (2). SMT JAYA RAO NALLA W/O SRI PARAMESHWAR RAO NALLA and (3). ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED** shall **JOINTLY** mean the **36% Share of the Total Saleable Space of the entire Project** to be developed on the Scheduled Land, together with undivided **36%** share in the land attributable to it along with **36%** right, title and interest over the common areas, facilities and amenities.

DEVELOPER/SECOND PARTY'S ALLOCATION namely, **M/S REAL HOME DEVELOPERS**, shall mean all that the remaining/left out share being the **64% Share of the Total Saleable Space of the entire Project** to be developed on the Scheduled Land, together with undivided **64%** share in the land attributable to it along with **64%** right, title and interest over the common areas, facilities and amenities.

Addl. Director/Registrar
Siliguri Jorbungalow Darjeeling

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For Adarsiayat Infraprojects Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

UNIT(S) shall mean residential flats/apartments/shops/garage/car parking space/ store rooms/ other spaces etc and/or any other Saleable Space capable of independent use and occupation at the Project.

THIRD PARTY shall mean any person that/who is not a signatory to this Agreement.

WORDS importing singular shall include plural and vice versa. Words importing Masculine Gender shall include Feminine and Neutral Genders. Likewise words importing Feminine Gender shall include Masculine and Neuter Genders.

ARTICLE – II

2.1 **Joint Representation by the Parties**

Both the Parties confirms and represents to each other that this Agreement upon execution will constitute a valid and binding document enforceable in accordance with its terms and both parties has/have obtained all necessary consents and approvals that are required for execution of the agreement. Execution of this Agreement does not violate the constitutional documents of the parties, any contract or arrangement entered by it or any order passed by any court of law or any governmental authority.

2.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the parties have agreed to enter into this Agreement for promoting and developing the Project on the Scheduled Land.

Obligations of the Land Owners/First Party

2.3 **Obligations of the Owners**

The Land Owners/First Party hereby agrees, undertakes and covenants that:

(a) the Land Owners/First Party shall establish, ensure and maintain free, clear and marketable title to each of the land parcels comprising the Property free from all Encumbrances;

(b) the Land Owners/First Party shall ensure that the access to and physical control of the Developer/Second Party over/in respect of Scheduled Land

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Siliguri-II at Bagd[illegible] Darjeeling

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For Adarshayak Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

and/or the Property is not hindered or impeded or obstructed in any manner whatsoever;

(c) Save as specified in this Agreement, the Land Owners/First Party shall not create or cause any encumbrance(s) over any portion of any of the Scheduled Land and further, remove the encumbrances, if any, in respect the Scheduled Land and settle any claim related to the same without any claim and / or demand from Developer/Second Party in this regard;

(d) the Land Owners/First Party shall carry out rectifications if any defect in title and /or ownership with respect to the scheduled land/property or any part or portion thereof, that may be pointed out by the Developer/Second Party or that has come to the knowledge of the Land Owners/First Party within a time frame as may be agreed between the Parties;

(e) the Land Owners/First Party shall, from time to time and within such time frames as may be reasonably determined by the Developer/Second Party sign, execute and deliver such applications, plans, instruments, papers, deeds and documents and undertake and execute all such acts, deeds and things as may be requested by the Developer/Second Party from time to time for submission to any statutory or competent authority or otherwise or for any other purpose ,as the Developer/Second Party may determine, in order to enable the Developer/Second Party to exercise its rights and/or fulfill its obligations stipulated herein;

(f) as and when required by the Developer/Second Party, the Land Owners/First Party shall appear before the concerned Governmental Authorities and government departments and/or officers and also all other state, executive, judicial or quasi-judicial, municipal and other authorities and also all courts and tribunals, for all matters connected with the Scheduled Land or any part or portion thereof and/or in relation to the execution and implementation of the Project;

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For Adarsinayak Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

(g) the Land Owners/First Party shall co-operate in good faith with the Developer/Second Party in all respects for the execution and implementation of the Project in terms of this agreement and provide all assistance as may be required/requested by the Developer/Second Party, to enable the Developer/Second Party to implement and complete the Project;

(h) the Land Owners/First Party shall not cause any obstruction or interference or impediment in the construction and development of the Project and/or in the exercise of the Development Rights by the Developer in terms of this Agreement;

(i) the Land Owners/First Party shall execute and deliver registered and unregistered power(s) of attorney (each as determined by the Developer/Second Party) to authorise and empower the Developer/Second Party and/or its nominee(s), as may be required by the Developer/Second Party for carrying out various acts, deeds and things in respect of the development and implementation of the Project and to deal with the same in terms of this Agreement;

(j) the Land Owners/First Party has handed over peaceful, duly demarcated vacant and peaceful possession of entire Scheduled Land to the Developer;

(k) As represented by the Land Owners/First Party the subject land does not fall under wetland as of now.

(l) The Land Owners/First Party shall not interfere in the development of the said Project and shall not exercise any recourse over the Scheduled Land.

DEVELOPER'S RIGHTS AND OBLIGATION

2.4 The Land Owners/First Party hereby grant, subject to what has been provided herein, an exclusive right to the Developer/Second Party to do all such acts, deeds and things as may be necessary for the Development of the said project/property including construction of new building(s) and also to

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Siliguri (Darjeeling)

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For Adarshayat Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

commercially exploit the same by entering into agreement for sale, in respect of **DEVELOPER'S/SECOND PARTY'S ALLOCATION** in terms of these presents and to construct and provide the necessary common facilities and amenities in terms of the sanctioned building plan, lay outs and specifications, with or without modifications as may be made or caused to be made and duly approved by the competent sanctioning authority.

2.5 All applications, plans and other papers and documents as may be required by the Developer/Second Party for the purpose of obtaining building sanction plan from the appropriate authorities shall be prepared and submitted by the Developer/Second Party at its own costs and expenses and the Developer/Second Party shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for the said premises **PROVIDED HOWEVER** that the Developer/Second Party shall be exclusively entitled to refunds of all payments and/or deposits made by the Developer/Second Party.

2.6. The Developer/Second Party shall start construction and complete the construction of the Project in terms of the Sanctioned Plan within a period of **Four Years,** from the date of obtaining of the building sanction plan and from the date of commencement of construction activities in full swing and from the date of obtaining all legal clearances (if any) related to the said scheduled land/project land, subject to force majeure.

2.7. The Developer/Second Party shall be entitled to and the Land Owners/First Party hereby agree to grant to the Developer/Second Party and/or its nominee or nominees, **IRREVOCABLE GENERAL POWER OF ATTORNEY** which is required for the purpose of obtaining necessary permissions and sanctions from the Gram Panchayat Offices and/or other different authority or authorities in connection with the construction of the Project/Building Complex at the said Scheduled Land and for giving effect to this Agreement including execution of the advance agreement for sale, sale deeds, instruments of transfer in respect of the sale of the total constructed space and/or saleable space and/or

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PARTNER

project/building complex in favour of the intending purchaser or purchasers of the **DEVELOPER'S/SECOND PARTY'S** Allocation.

2.8. The **DEVELOPER'S/SECOND PARTY'S** shall solely be allowed to collect all the receipts against all sale/s, transfers of the units of the project/building complex, comprising of Developers Allocations and/or all left out saleable space of the entire project after allocating the land owners share.

ARTICLE – III:

Grant of Development Rights

3.1 In lieu of the consideration as recorded hereinafter, the Land Owners/First Party hereby and hereunder, on this date, grants, assures and assigns in favour of the Developer/Second Party, the sole and exclusive Development Rights in respect of the entire Scheduled Land together with all benefits, privileges and rights appurtenant thereto.

3.2 In lieu of the consideration as recorded herein, the Developer/Second Party accepts the aforesaid grant of the Development Rights in respect of the Scheduled Land and agrees to undertake the development of the Project/Building Complex, at its own cost and expense.

3.3 It is further clarified and understood that on and from the date of execution of these presents:-

3.3.1 the Land Owners/First Party shall not retain any right to Transfer and/or deal with Scheduled Land and/or the property other than in the manner stipulated herein;

3.3.2 the Developer/Second Party shall be entitled to commence the work of construction to the extent the same is permissible under Applicable Laws on the Scheduled Land as it may determine;

3.3.3 the Developer/Second Party shall be entitled to enter into and retain continuous unhindered, unimpeded, unrestricted, unconditional, peaceful access to and physical control of the Scheduled Land and/or the Property.

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For Aaravinayak Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

3.4 The Land Owners/First Party shall, without any demur or delay, co-operate and do all acts/deeds that may be required or deemed desirable by the Developer/Second Party to give effect to the provisions of this Agreement, including but not limited to, signing and submitting any plans, applications, consents and proposals to various Governmental Authorities and/or other bodies/authorities, to enable the Developer/Second Party to exercise its Development Rights with respect to the Scheduled Land.

ARTICLE – IV:
COMMENCEMENT

4.1 This Agreement shall be deemed to have commenced on and with effect from the date of its execution.

ARTICLE – V:
CONSIDERATION

5.1 In consideration of the Developer/Second Party having agreed to develop, erect, construct and complete the Project/Building Complex and to commercially exploit the said property in accordance with the plan sanctioned or to be sanctioned by the Gram Panchayat Office, Siliguri Municipal Corporation and/or other competent authority or authorities and to allocate Land Owners/First Party. The Land Owners/First Party has/have agreed to grant entrance and construction rights to the Developer/Second Party and/or its nominee or nominees in the SAID PROPERTY for the purpose of desired construction by the Developer/Second Party in the said property. On completion of construction of the Project/Building Complex on the said land, the Land Owners/First Party shall execute and register the deed(s) of transfer in favor of the Developer/Second Party and/or its nominee or nominees or transferees in respect of sale/s, transfers of the Developers Allocations and/or all left out saleable space of the entire project after allocating the land owners share.

5.2 The Developer/Second Party shall bear all costs, charges and expenses on account of sanction fee for construction of the project/building complex at the said Scheduled Land including, all other expenses for permissions, approvals, sanctions, consent etc., including all clearances shall also be born paid and discharged by the Developer/Second Party.

Addl. Deputy Commissioner
Siliguri Municipal Corporation, Darjeeling

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For Aditrinyal Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

5.3 The Developer/Second Party shall be at the sole liberty to engage various professionals like Legal Advisors, Architects, R.C.C. Consultant and/or Constructors, Contractors or any other professional of their own choice as may be required from time to time and shall take all such steps as may be required in respect of the constructional work of the said project/building complex.

5.4 That the Developer/Second Party shall construct the said project/building complex at its own cost and engaging direct labourer/s or through the contractor of its choice as per approved plan and the Developer/Second Party shall construct the said project/building complex in accordance with the rules and guidelines of gram panchayat and/or appropriate authority concerned.

5.5 That the Developer/Second Party shall put efforts to complete the construction within **Four Years,** from the date of obtaining of the building sanction plan and from the date of commencement of construction activities in full swing and from the date of obtaining all legal clearances (if any) related to the said scheduled land/project land, subject to force majeure.

5.6 That this Development Agreement is an arrangement where Land Owner/First Party contributes development rights on the land described in the Schedule hereunder written and the Developer/Second Party contribute construction expertise and capital and share the saleable space in the manner as stipulated in this Agreement.

ARTICLE – VI:

ALLOCATIONS

OWNERS' ALLOCATION AND MANNER OF ALIENATION THEREOF

6.1 In lieu of granting the Development Rights in favour of the Developer/Second Party, the Land Owners/First Party shall jointly be entitled to receive **36% Share of the Total Saleable Space of the entire Project** to be developed on the Scheduled Land, together with

Additional Registrar
Sikkim and Darjeeling

Parameshwar Rao Nalla

Rajya Lakshmi Nalla

For Aaradhyaa Infraproperties Pvt. Ltd.

Director

REAL HOME DEVELOPERS

PARTNER

undivided **36%** share in the land attributable to it along with **36%** right, title and interest over the common areas, facilities and amenities. (**"Land Owners/First Party Allocation"**).

For the removal of doubt, it is hereby clarified that the Land Owners/First Party shall jointly and collectively be entitled to only **36% Share of the Total Saleable Space of the entire Project** to be developed on the Scheduled Land, together with undivided **36%** share in the land attributable to it along with **36%** right, title and interest over the common areas, facilities and amenities.

It is stated that the Land Owner/First Party and the Developer/Second Party shall after receiving the complete sanctioned building plan, from the concerned department and on getting the **IRREVOCABLE GENERAL POWER OF ATTORNEY** (which is required for the purpose of giving effect to this Agreement including execution of the advance agreement for sale, sale deeds, instruments of transfer in respect of the sale of the Developers Allocation, Being **64% Share of the Total Saleable Space of the entire Project** in favour of the intending purchaser or purchasers) and on getting and receiving/ acknowledging all legal clearances (if any) related to the said scheduled land/project land, the Land Owner/First Party and the Developer/Second Party shall allocate their respective shares of allocation amongst themselves, by execution of a supplementary allocation deed as per their allocations and entitled shares. That after signing the Supplementary Agreement as above the Developer/Second Party shall commence the construction work.

6.2 Payments Details

It is stated that the Land Owner/First Party has/have also received a sum of **Rs.33,00,000/- (Rupees Thirty Three Lakhs Only)** on execution of these presents as advance amount from the Developer as follows herein:-

PAID TO LAND OWNER NO.1 - SRI PARAMESHWAR RAO NALLA

Rs.10,93,450/- (Rupees Ten Lakhs Ninety Three Thousand Four Hundred Fifty Only) paid to **Land Owner No.1, OUT of which Rs.10,11,441/-(Rupees Ten Lakhs Eleven Thousand Four Hundred Fourty One Only)** paid to **Land Owner No.1,** through Account Payee Cheque No.418582 of Dated.20.11.2020, as drawn upon State Bank of

Addl. Dist-Sub Registrar
Siliguri-II at Bagdogra, Dist Darjeeling

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For Astavinayak Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

India, Sevoke Road Branch, Siliguri., and the balance amount of **Rs.82,009/-** being the TDS amount deducted as per provisions of law. The Land Owner No.1 has acknowledged the said amount by putting his signatures on these presents.

AND

PAID TO LAND OWNER NO.2 - SMT JAYA RAO NALLA

Rs.10,93,450/- (Rupees Ten Lakhs Ninety Three Thousand Four Hundred Fifty Only) paid to **Land Owner No.2, OUT of which Rs.5,00,000/- (Rupees Five Lakhs Only)** paid as an advance amount, through RTGS through State Bank of India, Sevoke Road Branch, Siliguri.,on 24.09.2020 and **Rs.5,11,441/- (Rupees Five Lakhs Eleven Thousand Four Hundred Fourty One Only)** paid to **Land Owner No.2,** through Account Payee Cheque No.418581 of Dated.20.11.2020, as drawn upon State Bank of India, Sevoke Road Branch, Siliguri., and the balance amount of **Rs.82,009/-** being the TDS amount deducted as per provisions of law. The Land Owner No.2 has acknowledged the said amount by putting her signatures on these presents.

AND

PAID TO LAND OWNER NO.3 - ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED

Rs.16,13,100/- (Rupees Sixteen Lakhs Thirteen Thousand One Hundred Only) paid to the to **Land Owner No.3, OUT of which Rs.14,92,118/- (Rupees Fourteen Lakhs Ninety Two Thousand One Hundred Eighteen Only)** paid to **Land Owner No.3,** through Account Payee Cheque No.418580 of Dated.20.11.2020, as drawn upon State Bank of India, Sevoke Road Branch, Siliguri., and the balance amount of **Rs.1,20,982/-** being the TDS amount deducted as per provisions of law. The Land Owner No.3 has acknowledged the said amount by putting his/its signatures on these presents.

It is stated that the said amounts as paid herein above or herein after to the Land Owners/First Party, shall be adjusted from and out of their said total share of 36 % Share of the Total Saleable Space of the entire Project, as mentioned above. For the purpose of the said adjustments of the advance amounts (paid herein or herein after

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Siliguri-II at Bagdogra, Dist Darjeeling

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Ramanamma Rao Nalla

Raja Reddy Nalla

For Amrutmayak Infraproperties Pvt. Ltd.

Director

REAL HOME DEVELOPERS

PARTNER

and/or paid later after the execution of these presents), the Developer shall fix the rate of the share of the Land Owners at cost price, being 36 % Share of the Total Saleable Space of the entire Project and shall adjust the advance amounts and/or all amounts paid, from the said arrived amount of the total 36 % share of the Land Owners at cost price. It is clearly understood that the Land Owners are entitled to only 36% Share of the Total Saleable Space of the entire Project, but subject to deductions of the advance amounts and/or amounts paid to the Land Owners. The Land Owners shall get the remaining share out of their agreed share of 36 % after deductions of advance amounts and/or all amounts received by them from the Developer.

AND

It is stated that the Land Owners/First Party shall in additions to the previous paid amounts, shall be paid a further sum/amount of **Rs.33,00,000/- (Rupees Thirty Three Lakhs Only)** on the Developer/Second Party receiving the Land Use Compatibility Certificate (LUCC) from the concerned department and/or on getting and receiving/ acknowledging all legal clearances (if any) related to the said scheduled land/project land.

AND

It is stated that the Land Owner/First Party shall in additions to the previous paid amounts, shall be paid a further sum/amount of **Rs.33,00,000/- (Rupees Thirty Three Lakhs Only),** only on the Developer/Second Party receiving the complete sanctioned building plan, from the concerned department and on getting the IRREVOCABLE GENERAL POWER OF ATTORNEY (which is required for the purpose of giving effect to this Agreement including execution of the advance agreement for sale, sale deeds, instruments of transfer in respect of the sale of the Developers Allocation, Being **64% Share of the Total Saleable Space of the entire Project** in favour of the intending purchaser or purchasers) and on getting and receiving/ acknowledging all legal clearances (if any) related to the said scheduled land/project land.

AND

It is stated that all payments made by the Developer/Second Party, to the Land Owner/First Party in connection to this agreement, whether paid previously or after the execution of this agreement shall be adjusted from the Land Owners/First Party **36 % Share of the Total Saleable Space of the entire Project. It is clearly understood that the Land Owners are entitled to only 36% Share of the Total Saleable Space of the**

27 NOV 2020

Parameshwar Rao Malla

Anup Reddy Malla

For Aasrivayak Infraproperties Pvt. Ltd.

Director

REAL HOME DEVELOPERS

PARTNER

entire Project, but subject to deductions of the advance amounts and/or amounts paid to the Land Owners. The Land Owners shall get the remaining share out of their agreed share of 36 %, after deductions of advance amounts and/or all amounts received by them from the Developer.

AND

It is further stated that the Land Owners/Second Party are jointly entitled to only 36 % **Share of the Total Saleable Space of the entire Project** as per these presents and **OUT** of the said total 36 % Share of the Land Owners No.1, 2 & 3, **the Land Owners No.1 & 2 are jointly entitled to only 20.71 % Share of the Total Saleable Space of the entire Project** (as per their land contribution for development herein) **and the Land Owner No.3 is entitled to only 15.29 % Share of the Total Saleable Space of the entire Project** (as per its land contribution for development herein).

6.3 Save and except Gross Receipts all the balance sums including Deposit and Charges collected by the Developer/Second Party including the taxes, GST, levies and statutory deposits and extra charges, other amounts/deposits for infrastructure facilities and / or utilities, other amounts/deposits for electricity, fire provisions or similar infrastructure facilities and / or utilities which are by its nature supposed to be retained or appropriated by the Developer/Second Party or paid by the Developer/Second Party to the concerned tax authorities or other Government Authorities, shall also be retained by the Developer/Second Party and the Land Owner/First Party shall have no claim and / or demand against the Developer/Second Party in this regard in any manner and / or of any nature whatsoever.

Article VII

Developer's Allocation

7.1 In lieu of development and construction of the **project/building complex** at its own cost and expenses by the Developer/Second Party and also fulfill the obligations under the Agreement, the Developer/Second Party shall be entitled to **64% Share of the Total Saleable Space of the entire Project** to be developed on the Property/Scheduled Land, together with undivided **64%** share in the land attributable to it along with **64%** right, title and interest over the common areas, facilities and

Assistant Registrar
Siliguri University, Dist Darjeeling

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For Aditrivasyak Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

amenities and also to receive "Deposit and Charges" **("Developer/Second Party Allocation").**

7.2 The Developer/Second Party shall have the absolute and unfettered right and authority to deal with and/or dispose of any unit/s or part or portion of the project/building complex in respect of the developers allocation/entitled allocation, each in such a manner as the Developer/Second Party may deem fit and proper at its sole and absolute discretion, in lieu of consideration to be determined, collected and appropriated only by the Developer/Second Party only and on such terms and conditions as the Developer/Second Party may deem fit and proper, and each of such areas shall be under the exclusive ownership, control, use and possession of the Developer/Second Party, save and except as provided herein.

ARTICLE – VIII:
AUTHORITY IN FAVOUR OF THE DEVELOPER

8.1 In order to facilitate the Developer/Second Party to undertake the Project/Building Complex and/or for speedy construction, erection, completion and implementation of the Project/Building Complex and to, *inter alia* (a) exercise the Development Rights; (b) exercise the rights granted hereinabove and hereinafter referred, **the Land Owners/First Party** hereby appoints the Developer/Second Party, as its **CONSTITUTED ATTORNEY** and authorized representative, *inter alia* for each of the aforesaid purposes in respect of the Scheduled Land/Project/Building Complex and hereby unconditionally grants to and in favour of the Developer/Second Party with the execution of these presents, an irrevocable power of attorney in favour of the Developer/Second Party and by said power of attorney, shall grant several powers, each with the intent and purpose that such powers shall be effective and operational and the Land Owners/First Party shall be bound by each of the acts done and executed by the Developer/Second Party in pursuance of these powers and further the Land Owners/First Party, hereby ratifies and confirms and agrees to ratify and confirm and be bound by all and whatsoever the Developer/Second Party shall do or cause to be done in or about the Scheduled Land/Project/Building Complex in exercise of all the powers granted under these presents and/or in pursuance hereof. The Land Owners/First Party hereby agrees to execute and register further requisite documents, including **IRREVOCABLE GENERAL POWER**

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For Aaravlayout Infraprojects Pvt. Ltd
Director
REAL HOME DEVELOPERS
PARTNER

OF ATTORNEY (which is required for the purpose of giving effect to this Agreement including execution of the advance agreement for sale, sale deeds, instruments of transfer in respect of the sale of the Developers Allocation, Being **64% Share of the Total Saleable Space of the entire Project** in favour of the intending purchaser or purchasers) and including specific powers of attorney as may be required by the Developer/Second Party from time to time. The Land Owners/First Party hereby agrees that the said Power of Attorney/s shall not be under any circumstances, revoked by the Land Owners/First Party as long as these presents subsist and remain binding upon the parties hereto.

8.2 It is agreed and understood that the powers granted hereunder by the Land Owners/First Party to the Developer/Second Party shall not absolve the Land Owners/First Party from its liability and responsibility to make, file and obtain necessary sanctions, permissions etc., do such acts, deeds and things as may be reasonably requested by the Developer/Second Party from time to time as also to fulfill and perform each of its several obligations and duties as stipulated herein.

8.3 It is further clarified and understood that despite the grant of the aforesaid authority in favour of the Developer/Second Party, the Land Owners/First Party shall, as and when requested by the Developer/Second Party, either itself for along with Developer/Second Party, sign, execute and register/lodge for registration such deeds, documents, applications, etc., as may be requested from time to time by the Developer/Second Party. The Land Owners/First Party or their authorized attorney will execute the deed and the same will be presented before the concerned authority for its registration. The Developer/Second Party shall execute the deed as Confirming Party. It is hereby affirmed that the Land Owners/First Party shall have no right to occupy or execute any deed, instruments of transfer, sale, gift, mortgage, exchange or let out, lease out to any extent for any unit/s of the project, without the Developer/Second Party being made the Confirming Party in respect of the Developers Allocations.

ARTICLE – IX:

Documentation

9.1 Subject to the terms herein, the Developer/Second Party shall have the right to enter into all documents, deeds, any instrument of transfer etc., for the sale/transfer

Addl. Dist. Sub Registrar
Siliguri-II at Jalpaiguri, Dist. Darjeeling

27 NOV 2020

For Aasrivaayak Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

etc., of the Developers Allocation/entitled allocation in the said project in terms of these presents in its own name, in such a manner as the Developer/Second Party may determine at its sole and absolute discretion.

9.2 All agreements, documents, deeds, papers etc., pertaining to the sale/transfer/creation of any manner of interest/right in any part or portion of the Project/Building Complex and/or the scheduled land shall be in terms of the drafts and or formats prepared and approved by the Developer/Second Party only.

ARTICLE – X:
TITLE DEEDS

10.1 The Land Owner No.3 /First Party hereby delivers to the Developer/Second Party, the Original Title Deeds and other documents in respect of his share of land. The said Title Deeds and documents shall be retained by the Developer/Second Party as Trustee for the purpose of fulfillment of this Agreement. It is stated that the Land Owners No.1 & 2 / First Party No.1 & 2" shall retain the original title deeds/documents with them, as they have some more land remaining in the said title deeds in their possession, however the said Land Owners No.1 & 2 / First Party No.1 & 2 shall produce the said original title deeds/documents whenever required or demanded by the Developer/Second Party or its assigns.

10.2 The said original Title Deeds shall be ultimately delivered by the Developer/Second Party, to the Association and/or Societies as may be formed for the maintenance of the common facilities in the Project/Building Complex.

ARTICLE – XI:
MISCELLANEOUS

11.1 That after the sanction of the building plan, the Developer/Second Party shall be liable to pay and bear all costs of property taxes, dues and outgoings in respect of the said scheduled land until the construction of Project/Building Complex in terms of this Agreement. On and from the date of handing over completed and constructed apartment/shops/offices/units to the prospective purchaser or purchasers, all taxes

Addl. [illegible]
Siliguri-II at Begunia, [illegible]

27 NOV 2020

For Adarvasyak Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

dues and outgoing corresponding individual apartments/units will be paid and borne by the respective purchaser or purchasers.

11.2 That the Land Owners/First Party shall not be allowed to inspect the books of accounts being maintained by the Developer/Second Party.

11.3 That the sale price of the individual units of the Project/Building Complex, shall be decided by the Developer/Second Party only.

ARTICLE – XII:
INDEMNITY

12.1 Without prejudice to any other obligations and/or specific indemnity provided by the Land Owners/First Party herein, the Land Owners/First Party further hereby agrees to indemnify, defend and hold harmless the Developer/Second Party against and in respect of any and all liabilities, losses (other than consequential losses), costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by the Developer/Second Party by reason of (i) the non-performance and non-observance of any of the terms and conditions of this Agreement by the Land Owners/First Party; and/or (ii) acts of willful negligence or intentional misconduct by the Land Owners/First Party; and/or (iii) breach of the provisions of this Agreement by the Land Owners/First Party; and/or (iv) any representation and warranty by the Land Owners/First Party found to be misleading or untrue or any breach by any of the Land Owners/First Party of any representation and warranty contained in this Agreement; and/or (v)failure by the Land Owners/First Party to fulfill their obligations under any Applicable Laws and/or under this Agreement and/or on account of any claims, damages, payments, charges expenses or recoveries of any kind whatsoever in respect of the scheduled land and/or the Property as a result of any act or omission on the part of the Land Owners/First Party in relation to the Project/Building Complex or otherwise and/or the performance by the Land Owners/First Party of the obligations contained herein. Developer/Second Party's Indemnity: Without prejudice to any other obligations and / or specific indemnity provided by the Developer/Second Party herein, Developer/Second Party hereby further agrees to indemnify, defend and hold harmless each of the Land Owners/First Party against and in respect of any and all

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

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For Amarnath Infraproperties Pvt. Ltd
Director
REAL HOME DEVELOPERS
PARTNER

liabilities, losses (other than consequential losses), costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by any of the Land Owners/First Party.

It is stated that the Land Owners/First Party shall be liable to indemnify the Developer/Second Party only in the event of any Order/Decree etc., and thereby obstructing / restraining or hampering the performance or process on the part of the Developer/Second Party. The present clause shall have overriding effect over any other clause or provision mentioned anywhere else in the present agreement.

ARTICLE – XIII:

Notice

13.1 All routine correspondence may be carried on by letters. However, each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address by registered post with acknowledgement due. Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered, (a) if delivered in person or by messenger; (b) if sent by post and (c) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch;

13.2 All notices to be sent/addressed to any of the Parties hereto shall be sent/addressed to the attention of the person and at the address of the respective Parties as stated hereinbelow, unless any of the Parties, by written intimation to each of the Parties, change and/or modify any of the undernoted details:-

Attention : **(1). SRI PARAMESHWAR RAO NALLA**
S/O LATE KRISHNA MURTHY NALLA
(2). SMT JAYA RAO NALLA
W/O SRI PARAMESHWAR RAO NALLA.

Address : Nallama Villa, Behind Basundhara, Near Grace Academy, Bara Gharia, P.S-Pradhan Nagar, PIN-734010, Dist. Darjeeling, West Bengal.

Addl. District Magistrate
Siliguri & Darjeeling Hills, Darjeeling

27 NOV 2020

For Astavinayak Infraproperties Pvt. Ltd.
Director
REAL HOME DEVELOPERS
PARTNER

Attention : **SRI ASWANI KUMAR AGARWAL**
S/O LATE CHAGAN MAL AGARWAL
(Director of Astavinayak Infraproperties Private Limited)

Address : Agarwal House, Nivedita Complex, Nivedita Road, Pradhan Nagar, Siliguri, PIN-734003, Dist-Darjeeling, West Bengal.

Developer

Attention : **SRI BIJAY AGARWAL (Partner of Real Home Developers)**
S/O SRI PAWAN KUMAR AGARWAL

Address : Nirvana Homes, Bunglow No.13, Nirmala Convent School Road, Near Narayana School, Opp.Nirmala Convent School, Siliguri, PO-Salugara, P.S-Bhaktinagar, District-Jalpaiguri, PIN-734001, West Bengal.

ARTICLE – XIV:

Defaults

14.1 In the event the Developer/Second Party found out that there is defect in the title of the scheduled land, then the Developer/Second Party shall inform the Land Owners/First Party to rectify such defect within such time as may be mutually agreed between the Parties and which shall be in no circumstances be less that 30 days from the date of the receipt of such information /notice. In case, Land Owners/First Party are not able to rectify the said defect in the title of the scheduled land within the agreed time frame, then the Developer/Second Party shall at its option be entitled to terminate this Agreement by giving 30 (thirty) days notice to the Land Owners/First Party and Land Owners/First Party shall within 30 (thirty) days from the date of notice of cancellation, return/pay back all the amounts received and acknowledged, from the Developer/Second Party or its assigns and also make the payments of all the

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Parameshwara Naik

Raghavendra Naik

For Adarshanyak Infraproperties Pvt. Ltd.

Director

REAL HOME DEVELOPERS

PARTNER

costs/expenses incurred, by the Developer/Second Party for development of the said scheduled land, till the date of payment with twenty four percent interest per annum.

14.2 That whenever required, the Land Owners/First Party shall binds themselves, to appear before the Ld.Registrar, Registration Department and/or any departments, offices, for registration of the said deed/s of transfer, whenever required.

14.3 In case of default by either party this Agreement shall not and cannot be cancelled without the written consent of the other and in case of any breach, each party shall be entitled to sue other for specific performance of contract.

ARTICLE – XV:

FORCE MAJEURE

15.1 The Developer/Second Party hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the force majeure and shall be suspended from the obligation during the force majeure.

15.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, pandemic, lock-out, suits, legal disputes, statutory orders, administrative orders, clearance from authority concerned delay in obtaining completion certificate and/or any other act or commission beyond the control of the parties hereto.

ARTICLE – XVI:

Settlement of Disputes

16.1 In the event of any dispute and/or difference between the Parties arising in connection with the interpretation or implementation of this Agreement and/or interpretation of any of the terms and conditions herein contained or touching these presents ("**Dispute**"), the Parties shall attempt in the first instance to resolve such Dispute through amicable discussions, it being agreed and understood that for the purpose of this Clause, the Land Owners/First Party shall collectively be deemed to mean and/or constitute one Party while the Developer/Second Party shall deemed to mean the other Party. If the Dispute is not resolved through such amicable

27 NOV 2020

Ramkumar Jain Malla

Malla Rao Malla

For Aatreyasyah Infraprojects Pvt. Ltd.

Director

REAL HOME DEVELOPERS

PARTNER

discussions within 60 (Sixty) days after commencement of discussions or such longer period as the Parties agree to in writing, then either of the Parties may refer the Dispute to arbitration for resolution according to and in terms of the provisions of the Arbitration &Conciliation Act, 1996 and/or any modifications thereto. The arbitration shall be conducted in Siliguri. All such arbitration proceedings shall be conducted in English.

16.2 The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.

16.3 The arbitrator(s) appointed in accordance with the provisions of the Arbitration & Conciliation Act, 1996 may (but shall not be required to), award to a Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel). Each Party under this Clause shall respectively pay and bear its own legal costs and expenses.

16.4 When any Dispute is under arbitration, except for the matter(s) under Dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

ARTICLE XVII
MISCELLANEOUS

17.1 That the Land Owners/First Party declares that the Developer/Second Party, shall be entitled to receive all moneys/sale proceeds etc., arising out of the sale in respect of the Developers Allocations and/or all left out saleable space of the entire project after allocating the land owners share, to which the Land Owners/First Party shall not object in such realization.

17.2 That in case of any changes in Govt. rules, laws policies affecting the construction work, the effect shall be borne by both parties.

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Siliguri [illegible]

27 NOV 2020

For Adarshayak Infraproperties Pvt. Ltd
Director

REAL HOME DEVELOPERS
PARTNER

17.3 **Binding Effect and Invalidity**

17.3.1 All terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives and permitted assigns of the Parties.

17.3.2 Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such.The Parties agree that if any of the provisions of this agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired, which shall continue to be valid and binding, and such invalid, illegal or unenforceable provision shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability. Notwithstanding the foregoing, the Parties to this Agreement shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.

17.4 **Waiver**

No waiver of any provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof.

17.5 **Entire Agreement**

This Agreement sets forth the entire agreement and understanding amongst the Parties in connection with the subject matter hereof and all documents executed in pursuance hereto and/or simultaneously hereto, whether registered or unregistered, shall be deemed to form and comprise an integral and inseparable part of this Agreement.

Addl. Deputy Commissioner
Siliguri-II at Bagdogra, Dist. Darjeeling

27 NOV 2020

For Adityayat Infrapropertiec Pvt. Ltd
Director
REAL HOME DEVELOPERS
PARTNER

17.6 Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by and/on behalf of each of the Parties.

17.7 Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and each Party shall have the authority to bind or shall be deemed to be the agent of the other only in the manner specifically provided herein, it being clarified and understood that the Developer/Second Party has not been appointed as an agent or contractor of the Land Owners/First Party, but to the contrary has been granted independent valuable rights and interest in the scheduled land, comprising the Project/Building Complex by virtue of and/or under these presents.

17.8Independent Rights

Each of the rights of the respective Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

17.9Third Party Benefit

Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Agreement or any part hereof.

17.10Further Assurance

Each Party shall cooperate with the other Parties and execute and deliver to the other Parties such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

Addl. Dist-Sub Registrar
Siliguri-II at Bagdogra, Dist Darjeeling

27 NOV 2020

Ponnamma Rao Walla

Pooja Rao Walla

For Aaravhasyak Infraproperties Pvt. Ltd.

Director

REAL HOME DEVELOPERS

PARTNER

17.11Covenants Reasonable

Each of the Parties agree that having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties.

17.12Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

17.13**Tax Liabilities**: The parties shall bear their respective proportionate statutory impositions and/or tax liabilities. The capital gain, wealth tax, GST, 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 Project/Building Complex.

17.14That in case of death of any of the Land Owners/First Party, then in that event his/her heirs, respective successors/heirs will remain bound to execute the transfer deeds in favour of prospective buyers/purchasers.

ARTICLE – XVIII:

GOVERNING LAW

18. Subject to Clause 16.1, this Agreement shall be governed and construed in accordance with the laws of India and the courts at Siliguri shall have sole and exclusive jurisdiction for all matters pertaining to and/or arising from this Agreement.

Addl. Dis[illegible]ar
Sub-Registrar Darjeeling

27 NOV 2020

Parameshwar Rao Nalla

Jaya Rao Nalla

For Astavinayak Infraproperties Pvt. Ltd.

Director

REAL HOME DEVELOPERS

PARTNER

SCHEDULE OF THE TOTAL LAND
ABOVE REFERRED TO:
TO BE DEVELOPED BY THE DEVELOPER HEREIN

ALL THAT the piece and parcel of Vacant Peaceful **(BASTU) LAND MEASURING 117 KATHAS 12 CHATTAKS 27 SQUARE FEETS OR 1.946 ACRES,** appertaining to:-

R.S.PLOT	L.R.PLOT	L.R.KHATIAN	L.R.KHATIAN IN THE NAME OF	AREA OF LAND
4	45	336	SRI PARAMESHWAR RAO NALLA	67 KATHAS 12 CHATTAKS 27 SQUARE FEETS
		337	SMT JAYA RAO NALLA	
		2163	ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED	50 KATHAS
TOTAL LAND				117 KATHAS 12 CHATTAKS 27 SQUARE FEETS OR 1.946 ACRES

MOUZA – BARAGHARIA, Sheet No.1, Pargana- Patharghata, J.L. No. 82, Police Station- Matigara, Under Patharghata Gram Panchayat Area, District-Darjeeling, West Bengal.

The said Plot of Land is butted and bounded as follows:-

NORTH : Dagapur Tea Estate;
SOUTH : Pucca 24.4 Feet Wide Road and Land of L.R.Plot No.45 of the Land Owners No.1 & 2;
EAST : Land of L.R.Plot No.46, 47, 48, Land of Nandini Raha;
WEST : Land of L.R.Plot No.44 Nala.

Site Plan of the Scheduled Land Annexed herewith these presents.

NOTE: Separate Sheet/s are being used for the purpose of affixing impressions of all the fingers of the hands of all the Parties, thus forming part of these presents.

Sub-Registrar
Siliguri [illegible] Darjeeling

27 NOV 2020

IN WITNESS WHEREOF THE PARTIES has/have in their good health and sound mind has/have signed and set and subscribed their respective hands and seals on these presents on the day and year first hereinabove written.

Paramashivan Rao Malla

WITNESSES:-

1.

NKS Nand Kishor Singh
S/o Prabhu Nath Singh
Chamar Par 9,
Jilly Parishad Road
PS: Bhakti Nagar
Dist: Jalpaiguri
Pin:- 734008

Gaya Rao Malla.

SIGNATURE OF THE LAND OWNERS No.1 & 2

For Ashwinayak Infraproperties Pvt. Ltd.

Director

2. Bapi Barman
Babla Barman
Prakash Nagar
Siliguri - 734008

SIGNATURE OF THE LAND OWNER No.3

REAL HOME DEVELOPERS

PARTNER

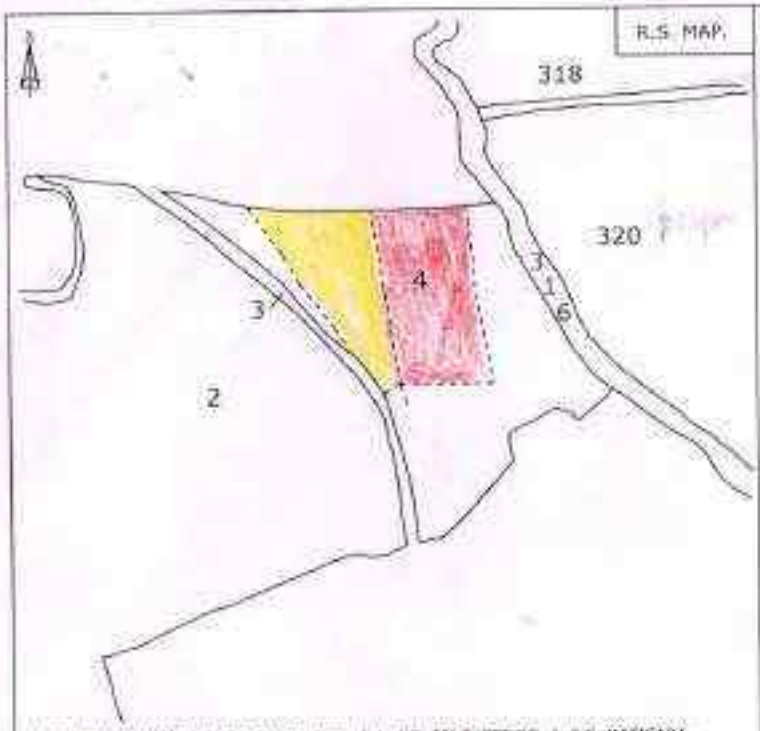
SIGNATURE OF THE DEVELOPER/SECOND PARTY

Drafted as per the instructions of the parties and read over and explained by me to the parties and printed in my office:-

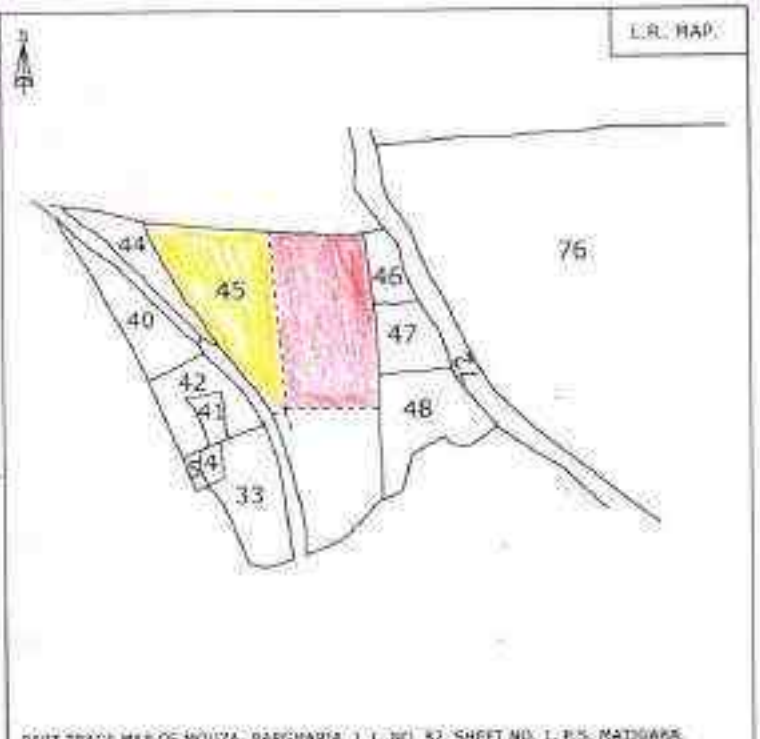
RAMAN AGARWAL
ADVOCATE, SILIGURI
ENROLL NO: F/222/68/2006

Addl. [illegible] Registrar
Sangam-II [illegible] Darjeeling

27 NOV 2020



PART TRACE MAP OF MOUZA: BARGHARIA, J. L. NO. 82, SHEET NO. 1, P.S. MATIGARA, DIST. DARJEELING, SCALE :- 16" = 1 MILE, PROPOSED PLOT SHOWN.



PART TRACE MAP OF MOUZA: BARGHARIA, J. L. NO. 82, SHEET NO. 1, P.S. MATIGARA, DIST. DARJEELING, SCALE :- 16" = 1 MILE, PROPOSED PLOT SHOWN.

NAME OF THE LAND OWNER :-
MARK-A
ASTAVINAYAK INFRAPRPOPERTIES PVT. LTD.
MARK-B
1) SRI PARAMESHWAR RAO NALLA
2) SMT. JAYA RAO NALLA

AREA STATEMENT. :- MARK-A				
KHATIAN NO.	PLOT NO.		AREA IN ACRE	
L.R.	R.S.	L.R.	DEED	PHY. SURVEY
2163	4	45	0.826	0.826
TOTAL AREA. :-			0.826	0.826

AREA STATEMENT. :- MARK-B			
KHATIAN NO.	PLOT NO.		AREA IN ACRE
L.R.	R.S.	L.R.	PHY. SURVEY
336 & 337	4	45	1.12
TOTAL AREA. :-			1.12

LAND SCHEDULE :-
MOUZA. :- BARGHARIA.
J. L. NO. :- 82
SHEET NO. :- 1
P.S. :- MATIGARA.
DIST. :- DARJEELING.

AREA STATEMENT. :-
MARK-A LAND AREA :- 50.0 KATHA OR :- 0.826 ACRES
MARK-B LAND AREA :- 67.0 KATHA 12.0 CHATTAK 27.00 SFT. OR :- 1.12 ACRES

DRAWN BY :-

SITE PLAN.
SCALE :- 1" = 70'-0"
PROPOSED PLOT SHOWN.

Parameshwar Rao Nalla
Jaya Rao Nalla

SIGNATURE OF THE LAND OWNER.

Additional Director
Singareni Collieries Company Limited

27 NOV 2020

ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED

Agarwal House, Nivedita Complex, Nivedita Road, Pradhan Nagar, Siliguri, W.B. - 03

CIN : U45400WB2010PTC155507

Ref : _____ Date: _____

TRUE EXTRACT OF THE RESOLUTION PASSED AT THE BOARD MEETING OF M/S ASTAVINAK INFRAPROPERTIES PRIVATE LIMITED HELD ON 10TH OF NOVEMBER, 2020 AT ITS REGISTERED OFFICE AT AGARWAL HOUSE, NIVEDITA COMPLEX, NIVEDITA ROAD, PRADHAN NAGAR, SILIGURI, WEST BENGAL

RESOLVED THAT, the Board of Directors of the company do hereby authorise **Sri Aswani Kumar Agarwal, Director** of the company to act as a representative of the company for all the works on behalf of the company.

FURTHER RESOLVED THAT, Sri Aswani Kumar Agarwal, Director is authorised and empowered to sign any documents, any deed or agreement, sell, purchase any property, compromise, settle, relinquish any claim(s) to make any joint venture agreement, to give power of attorney for joint venture agreement, sign any joint venture agreement preferred by the firm and refer all or any disputes to arbitration and to do all such act which beneficial for the company in above stated matter.

For **ASTAVINAK INFRAPROPERTIES PRIVATE LIMITED**
For Astavinayak Infraproperties Pvt. Ltd.

Director Director

Place : Siliguri

Date: 10.11.2020

For Astavinayak Infraproperties Pvt. Ltd.

Director

For Astavinayak Infraproperties Pvt. Ltd.

Director

SION SHEET

Parvathamma Rao Nalla

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

Parvathamma Rao Nalla

Signature with date

Jaya Rao Nalla.

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

Jaya Rao Nalla.

Signature of Identifier

Signature of R.O.

Signature with date

IMPRESSION SHEET

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

For Aaravtaniyak Infraproperties Pvt. Ltd.

Signature with date

Director

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

REAL HOME SOLUTIONS

Signature of Identifier

Signature of R.O.

Signature with date

PARTNER

REAL HOME DEVELOPERS

PARTNER

আধার

ভারত সরকার
Government of India

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

তালিকাভুক্তির নম্বর/ Enrolment No.: 0000/00613/83163

To
BIJAY AGARWAL
C/O PAWAN KUMAR AGAWAL
NIRVANA HOMES BUNGLOW NO 13
NIRMALA CONVENT ROAD
OPP NIRMALA CONVENT SCHOOL
Near Narayana School
Siliguri Municipal Corporation
Siliguri
Jalpaiguri West Bengal - 734008
9800000026

Download Date: 06/07/2020

Issue Date: 18/12/2019

আপনার আধার সংখ্যা / Your Aadhaar No. :
6486 6610 8811
VID : 9186 6813 2169 3654

আমার আধার, আমার পরিচয়

Government of India

Download Date: 06/07/2020

BIJAY AGARWAL
জন্ম তারিখ/DOB: 02/11/1978
পুরুষ/ MALE

Issue Date: 18/12/2019

6486 6610 8811
VID : 9186 6813 2169 3654

আমার আধার, আমার পরিচয়

Government of India

AADHAAR

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- নিরাপদ কিউআর কোড / অফলাইন এক্সএমএল / অনলাইন প্রমাণীকরণ ব্যবহার করে পরিচয় যাচাই করুন।
- এটি এক ইলেকট্রনিক প্রক্রিয়ায় তৈরী পত্র

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- আধার সারা দেশে মান্য
- আধার আপনাকে বিভিন্ন সরকারী ও বেসরকারী পরিষেবা প্রাপ্তিতে সহায়তা করে।
- আধারে আপনার মোবাইল নম্বর ও ইমেল আইডি আপডেট করুন।
- আধার নিজের স্মার্ট ফোনে রাখুন, mAadhaar App ব্যবহার করুন।

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Unique Identification Authority of India

ঠিকানা:
C/O PAWAN KUMAR AGAWAL, NIRVANA HOMES BUNGLOW NO 13, NIRMALA CONVENT ROAD, Near Narayana School, OPP NIRMALA CONVENT SCHOOL, Siliguri Municipal Corporation, Jalpaiguri, West Bengal - 734008

Address:
C/O PAWAN KUMAR AGAWAL, NIRVANA HOMES BUNGLOW NO 13, NIRMALA CONVENT ROAD, Near Narayana School, OPP NIRMALA CONVENT SCHOOL, Siliguri Municipal Corporation, Jalpaiguri, West Bengal - 734008

6486 6610 8811
VID : 9186 6813 2169 3654

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ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

DNF2264760

নির্বাচকের নাম : বিজয় আগরওয়াল
Elector's Name : Bijay Agarwal
পিতার নাম : পবন কুমার আগরওয়াল
Father's Name : Pawan Kumar Agarwal
লিঙ্গ/Sex : পু/ M
জন্ম তারিখ
Date of Birth : 02/11/1975

DNF2264760

Name:

Address:
RAMKRISHNA ROAD,SILIGURI (M
CORP.),SILIGURI,DARJEELING-734001

Date: 02/01/2015

26-Siliguri Parliament Constituency

Facsimile Signature of the Electoral
Registration Officer for
26-Siliguri Constituency

In case of change in address mention this Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card with same number.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ADFPN6945F

नाम / Name
PARAMESHWAR RAO NALLA

पिता का नाम / Father's Name
KRISHNA MURTHY NALLA

जन्म की तारीख / Date of Birth
18/11/1966

हस्ताक्षर / Signature

2012017

Parameshwar Rao Nalla

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

Permanent Account Number Card

ADFPN0040D

JAYA RAO NALLA

CH BAHADUR CHHETRI

26/01/1973

Jaya Rao nalla.

আধার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির নম্বর/Enrolment No.: 1446/73005/04272

To
পরমেশ্বর রাও নাল্লা
Parameswar Rao Nalla
S/O Late Krishnamurty Nalla
Nallamma Villa
Behind Basundhara
Bara Gharia
Near Grace Academy
Bara Gharia
Darjeeling Matigara
West Bengal - 734010
9434352930

Download Date: 21/03/2017

Generation Date: 24/03/2017

Signature valid

আপনার আধার সংখ্যা / Your Aadhaar No. :

8505 8124 1789

আমার আধার, আমার পরিচয়

ভারত সরকার
Government of India

পরমেশ্বর রাও নাল্লা

Parameswar Rao Nalla
জন্মতারিখ/ DOB: 18/11/1966
পুরুষ / MALE

8505 8124 1789

আমার আধার, আমার পরিচয়

Government of India

AADHAAR

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লাভ করুন
- এটা এক ইলেক্ট্রনিক প্রক্রিয়ায় তৈরী পত্র

INFORMATION

- **Aadhaar** is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

আধার
ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
S/O স্বর্গীয় কৃষ্ণমূর্তি নাল্লা, নাল্লমা ভিলা, বিহাইন্ড বসুন্ধরা, গ্রেস একাডেমি নিকটে, বারা ঘরিয়া, বারা ঘরিয়া, দার্জিলিং,
পশ্চিম বঙ্গ - 734010

Address:
S/O Late Krishnamurty Nalla, Nallamma Villa, Behind Basundhara, Near Grace Academy, Bara Gharia, Bara Gharia, Darjeeling, West Bengal - 734010

8505 8124 1789

1947 | help@uidai.gov.in | www.uidai.gov.in

Parameswar Rao Nalla

আধার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির নম্বর/Enrolment No.: 1446/73005/04273

To
জয়া রাও নাল্লা
Jaya Rao Nalla
W/O Parameswar Rao Nalla
Nallimma Villa
Behind Basundhara
Bara Gharia
Near Grace Academy
Bara Gharia
Darjeeling Matigara
West Bengal - 734010
9474044875

Enrolment Date: 21/05/2012

Generation Date: 24/10/2012

Signature valid

আপনার আধার সংখ্যা / Your Aadhaar No. :

2690 3392 6443

আমার আধার, আমার পরিচয়

ভারত সরকার
Government of India

জয়া রাও নাল্লা

Jaya Rao Nalla
জন্মতারিখ/ DOB: 26/01/1973
মহিলা / FEMALE

2690 3392 6443

আমার আধার, আমার পরিচয়

Government of India

AADHAAR

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লাভ করুন
- এটি এক ইলেক্ট্রনিক প্রক্রিয়ায় তৈরী পত্র

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- আধার গোটা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
W/O পরমেশ্বর রাও নাল্লা, নাল্লিমা ভিলা, বিহাইন্ড বসুন্ধরা, গ্রেস একাডেমির নিকটে, বারা ঘরিয়া, বারা ঘরিয়া, দার্জিলিং,
পশ্চিম বঙ্গ - 734010

Address:
W/O Parameswar Rao Nalla, Nallimma Villa, Behind Basundhara, Near Grace Academy, Bara Gharia, Bara Gharia, Darjeeling, West Bengal - 734010

2690 3392 6443

1947 help@uidai.gov.in www.uidai.gov.in

Jaya Rao Nalla.

ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

GLQ2555837

নির্বাচকের নাম : পরমেশ্বর রাও নাল্লা

Elector's Name : Parameshwar Rao Nalla

পিতার নাম : কৃষ্ণমূর্তি রাও নাল্লা

Father's Name : Krishnamurty Rao Nalla

লিঙ্গ/Sex : পু / M

জন্ম তারিখ Date of Birth : 19/11/1966

GLQ2555837
ঠিকানা
বারঘরিয়া, বারঘরিয়া, মাটিগাড়া
দার্জিলিং-734010

Address:
BARGHARIA, BARA GHARIA, MATIGARA
DARJEELING-734010

Date: 22/02/2017

25 - মাটিগাড়া - নকসালবাড়ি (তফসিলি জাতি) নির্বাচন
কেন্দ্রের নির্বাচন নিবন্ধন আধিকারিকের স্বাক্ষরের অনুকৃতি

Facsimile Signature of the Electoral Registration Officer for

25 - Matigara-Naxalbari(SC) Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানার ভোটার লিস্ট নম্বর জেনে ও একই সঙ্গে নতুন ঠিকানার পরিচয়পত্র পাওয়ার জন্য নির্দিষ্ট ফর্মে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।

In case of change in address mention this Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card with same number

169 / 96

Parameshwar Rao Nalla

ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

GLQ2287522

নির্বাচকের নাম	:	জয়া রাউ নাল্লা
Elector's Name	:	Jaya Rao Nalla
স্বামীর নাম	:	পরমেশ্বর রাউ নাল্লা
Husband's Name	:	Parameshwar Rao Nalla
লিঙ্গ/Sex	:	স্ত্রী/F
জন্ম তারিখ Date of Birth	:	XX/XX/1973

Jaya Rao Nalla.

GLQ2287522

Name
[illegible], [illegible], [illegible], [illegible], 734010

Address
SAMOSHWARA, BARA GHARIA,
[illegible], DARJEELING- 734010

Date: [illegible]/2019

[illegible] (সহকারী ফর্ম) নির্বাচন কেন্দ্রের
[illegible] নির্বাচকের স্বাক্ষরের নমুনা
Facsimile Signature of the Electoral
Registration Officer for
[illegible]-Mangalbari-Naxalbari (SC) Constituency

[illegible] Form for including your name in the [illegible] address and to obtain the card [illegible]

आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार

GOVT. OF INDIA

ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED

08/12/2010

Permanent Account Number

AAJCA0549A

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं :
आयकर पैन सेवा इकाई, एन एस डी एल
तीसरी मंजिल, सफायर चैंबर्स,
बानेर टेलिफोन एक्सचेंज के नजदीक,
बानेर, पुणे - 411 045

If this card is lost / someone's lost card is found, please inform / return to :
Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tinfo@nsdl.co.in

For Astavinayak Infraproperties Pvt. Ltd.

Director


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
ASWANI KUMAR AGARWAL
CHHAGAN MAL AGARWALLA
04/11/1969
Permanent Account Number
ABFPA3187N


If this card is lost / someone's lost card is found,
Income Tax PAN Services Unit, NSDL
3rd Floor, Sagapiro Chambers,
Near Hotel Telephone Exchange,
Bazar, Pune - 411 045.

आधार

भारत सरकार
Unique Identification Authority of India
Government of India

Enrollment No.: 2169/44676/00174

To
ASWANI KUMAR AGARWAL
AGARWAL HOUSE NIVEDITA COMPLEX
NIVEDITA ROAD
Siliguri (M. Corp)
Pradhan Nagar
Siliguri Darjeeling
West Bengal 734003
9733198003

29/04/2015

8/31/7714

MD8737777146FH

आपका आधार क्रमांक / Your Aadhaar No. :

3680 9639 1402

मेरा आधार, मेरी पहचान

भारत सरकार
Government of India

ASWANI KUMAR AGARWAL
Father : Chhaganmal Agarwal
DOB : 04/11/1969
Male

3680 9639 1402

मेरा आधार, मेरी पहचान

AADHAAR

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

Unique Identification Authority of India

Address:
AGARWAL HOUSE, NIVEDITA COMPLEX, NIVEDITA ROAD, Siliguri (M. Corp), Pradhan Nagar, Darjeeling, Siliguri, West Bengal, 734003

3680 9639 1402

1947

www.uidai.gov.in

ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

XEQ1272178

নির্বাচকের নাম	:	অশ্বিনী কুমার আগরওয়াল
Elector's Name	:	Aswani Kumar Agarwal
পিতার নাম	:	[illegible]
Father's Name	:	Chhagamal Agarwal
লিঙ্গ/Sex	:	পুরু/ M
জন্ম তারিখ Date of Birth	:	XX/XX/1959

XEQ1272178

ঠিকানা:
প্রধান নগর, শিলিগুড়ি নিগম
[illegible], দার্জিলিং, [illegible]

Address:
PRADHAN NAGAR,SILIGURI (M CORP),PRADHANNAGAR,DARJEELING, 734003

Date: 16/09/2010

২০-শিলিগুড়ি নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন আধিকারিকের স্বাক্ষরের প্রতিরূপ
Facsimile Signature of the Electoral Registration Officer for 20-Siliguri Constituency

নির্বাচক পরিচয়পত্র হারা নতুন ঠিকানা [illegible]
In case of change in address [illegible] the relevant Form [illegible] the changed address [illegible]
[illegible]

DSC Services
DIN Services
Master Data
- About Master Data
- View Company / LLP Master Data
- View Index of Charges
- View Signatory Details
- View Director Master Data
- View Director / Designated Partner Details
- Advanced Search

LLP Services
LLP Services For Business User
e-Filing
Company Services
Complaints
Document Related Services
Fee and Payment Services
Investor Services
ID Databank Registration
Track SRN/Transaction Status
Address for sending physical copy of G.A.R. 33
Public Search of Trademark
Notices Under Section 248(2)

Company/LLP Master Data

CIN	U45400WB2010PTC155507
Company Name	ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED
ROC Code	RoC-Kolkata
Registration Number	155507
Company Category	Company limited by Shares
Company SubCategory	Non-govt company
Class of Company	Private
Authorised Capital(Rs)	500000
Paid up Capital(Rs)	100000
Number of Members(Applicable in case of company without Share Capital)	0
Date of Incorporation	06/12/2010
Registered Address	AGARWAL HOUSE, NIVEDITA ROAD PRADHAN NAGAR SILIGURI WB 734003 IN
Address other than R/o where all or any books of account and papers are maintained	-
Email Id	agarwalak1958@gmail.com
Whether Listed or not	Unlisted
ACTIVE compliance	ACTIVE compliant
Suspended at stock exchange	-
Date of last AGM	30/09/2019
Date of Balance Sheet	31/03/2019
Company Status(for efiling)	Active

Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
No Charges Exists for Company/LLP				

Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
00041298	ASWANI KUMAR AGARWAL	08/12/2010	-	
00041324	MADHU AGARWAL	04/04/2018	-	
00041403	ASHU AGARWAL	04/04/2018	-	

Return to Excel | Print

For Astavinayak Infraproperties Pvt. Ltd.

Major Information of the Deed

Deed No :	**I-0403-04517/2020**	**Date of Registration**	**27/11/2020**
Query No / Year	**0403-2001519629/2020**	**Office where deed is registered**	
Query Date	**22/11/2020 4:38:32 PM**	0403-2001519629/2020	
Applicant Name, Address & Other Details	RAMAN AGARWAL SILIGURI,Thana : Bhaktinagar, District : Jalpaiguri, WEST BENGAL, PIN - 734001, Mobile No. : 9832057733, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 33,00,000/-]	
Set Forth value		Market Value	
		Rs. 7,04,64,281/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,021/- (Article:48(g))		Rs. 33,021/- (Article:E, E, E,)	
Remarks			

Land Details :

District: Darjeeling, P.S:- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Baragharia-(082), Jl No: 82, Pin Code : 734010

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-45 (RS :-)	LR-336	Bastu	Bastu	33 Katha 14 Chatak 13.5 Sq Ft		2,02,76,334/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
L2	LR-45 (RS :-)	LR-337	Bastu	Bastu	33 Katha 14 Chatak 13.5 Sq Ft		2,02,76,334/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
L3	LR-45 (RS :-)	LR-2163	Bastu	Bastu	50 Katha		2,99,11,613/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
		TOTAL :			**194.3494Dec**	**0 /-**	**704,64,281 /-**	
	Grand Total :				**194.3494Dec**	**0 /-**	**704,64,281 /-**	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr PARAMESHWAR RAO NALLA Son of Late KRISHNA MURTHY NALLA Executed by: Self, Date of Execution: 27/11/2020 , Admitted by: Self, Date of Admission: 27/11/2020 ,Place : Office	 27/11/2020	 LTI 27/11/2020	27/11/2020
	Nallama Villa, Behind Basundhara, Near Grace Acade, P.O:- Pradhan Nagar, P.S:- Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN - 734010 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx5F, Aadhaar No: 85xxxxxxxx1789, Status :Individual, Executed by: Self, Date of Execution: 27/11/2020 , Admitted by: Self, Date of Admission: 27/11/2020 ,Place : Office			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Mrs JAYA RAO NALLA Wife of Mr PARAMESHWAR RAO NALLA Executed by: Self, Date of Execution: 27/11/2020 , Admitted by: Self, Date of Admission: 27/11/2020 ,Place : Office	 27/11/2020	 LTI 27/11/2020	27/11/2020
	Nallama Villa, Behind Basundhara, Near Grace Acade, P.O:- Pradhan Nagar, P.S:- Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN - 734010 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx0D, Aadhaar No: 26xxxxxxxx6443, Status :Individual, Executed by: Self, Date of Execution: 27/11/2020 , Admitted by: Self, Date of Admission: 27/11/2020 ,Place : Office			
3	**ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED** Agarwal House, Nivedita Complex, Nivedita Road, P. P.O:- Siliguri, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 , PAN No.:: AAxxxxxx9A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**REAL HOME DEVELOPERS** CP Group, 2nd Floor, Block 11, Office Block, The U, P.O:- Salugara, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734008 , PAN No.:: AAxxxxxx6P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr SRI ASWANI KUMAR AGARWAL (Presentant) Son of Mr A A Date of Execution - 27/11/2020, , Admitted by: Self, Date of Admission: 27/11/2020, Place of Admission of Execution: Office	 Nov 27 2020 12:08PM	 LTI 27/11/2020	27/11/2020
	Agarwal House, Nivedita Complex, Nivedita Road, Pradhan Nagar, P.O:- Pradhan Nagar, P.S:- Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN - 734003, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 00xxxxxxxx0000 Status : Representative, Representative of : ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED (as Director)			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr BIJAY AGARWAL Son of Mr PAWAN KUMAR AGARWAL Date of Execution - 27/11/2020, , Admitted by: Self, Date of Admission: 27/11/2020, Place of Admission of Execution: Office	 Nov 27 2020 12:08PM	 LTI 27/11/2020	27/11/2020
	Nirvana Homes, Bunglow No.13, Nirmala Convent School Road, P.O:- Siliguri, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 64xxxxxxxx8811 Status : Representative, Representative of : REAL HOME DEVELOPERS (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Nand Kishor Singh Son of Prabhu Nath Singh Chayan Para, Zila Parishad Road, Roy Colony,, P.O:- Sevoke Road, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734008			
	27/11/2020	27/11/2020	27/11/2020
Identifier Of Mr PARAMESHWAR RAO NALLA, Mrs JAYA RAO NALLA, Mr SRI ASWANI KUMAR AGARWAL, Mr BIJAY AGARWAL			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr PARAMESHWAR RAO NALLA	REAL HOME DEVELOPERS-55.9247 Dec

Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mrs JAYA RAO NALLA	REAL HOME DEVELOPERS-55.9247 Dec

Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED	REAL HOME DEVELOPERS-82.5 Dec

Land Details as per Land Record

District: Darjeeling, P.S:- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Baragharia-(082), JI No: 82, Pin Code : 734010

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 45, LR Khatian No:- 336	Owner:পরমেশ্বর রাও নালা, Gurdian:কৃষ্ণমুর্তি , Address:নিজ , Classification:বাস্তু, Area:1.06780000 Acre,	Mr PARAMESHWAR RAO NALLA
L2	LR Plot No:- 45, LR Khatian No:- 337	Owner:শ্রীমতি জয়ারাও নালা, Gurdian:পরমেশ্বর , Address:নিজ , Classification:বাস্তু, Area:1.05780000 Acre,	Mrs JAYA RAO NALLA
L3	LR Plot No:- 45, LR Khatian No:- 2163	Owner:ASTAVINAYAK INFRA PROPERTIES PRIVATE LTD., Gurdian:DIRECTOR SRI SHIV KUMA AGARWA, Address:PRADHAN NAGAR SILIGURI , Classification:বাস্তু, Area:0.82000000 Acre,	ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED

Endorsement For Deed Number : I - 040304517 / 2020

On 27-11-2020

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 11:38 hrs on 27-11-2020, at the Office of the A.D.S.R. BAGDOGRA by Mr SRI ASWANI KUMAR 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 7,04,64,281/-

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

Execution is admitted on 27/11/2020 by 1. Mr PARAMESHWAR RAO NALLA, Son of Late KRISHNA MURTHY NALLA, Nallama Villa, Behind Basundhara, Near Grace Acade, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , Darjeeling, WEST BENGAL, India, PIN - 734010, by caste Hindu, by Profession Business, 2. Mrs JAYA RAO NALLA, Wife of Mr PARAMESHWAR RAO NALLA, Nallama Villa, Behind Basundhara, Near Grace Acade, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , Darjeeling, WEST BENGAL, India, PIN - 734010, by caste Hindu, by Profession Business

Indetified by Mr Nand Kishor Singh, , , Son of Prabhu Nath Singh, Chayan Para, Zila Parishad Road, Roy Colony, , P.O: Sevoke Road, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734008, by caste Hindu, by profession Business

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

Execution is admitted on 27-11-2020 by Mr SRI ASWANI KUMAR AGARWAL, Director, ASTAVINAYAK INFRAPROPERTIES PRIVATE LIMITED (Private Limited Company), Agarwal House, Nivedita Complex, Nivedita Road, P, P.O:- Siliguri, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003

Indetified by Mr Nand Kishor Singh, , , Son of Prabhu Nath Singh, Chayan Para, Zila Parishad Road, Roy Colony, , P.O: Sevoke Road, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734008, by caste Hindu, by profession Business

Execution is admitted on 27-11-2020 by Mr BIJAY AGARWAL, PARTNER, REAL HOME DEVELOPERS (Partnership Firm), CP Group, 2nd Floor, Block 11, Office Block, The U, P.O:- Salugara, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734008

Indetified by Mr Nand Kishor Singh, , , Son of Prabhu Nath Singh, Chayan Para, Zila Parishad Road, Roy Colony, , P.O: Sevoke Road, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734008, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 33,021/- (B = Rs 33,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 33,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/11/2020 5:18PM with Govt. Ref. No: 192020210144744231 on 24-11-2020, Amount Rs: 33,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AUZNXZ6 on 24-11-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 21518, Amount: Rs.5,000/-, Date of Purchase: 25/11/2020, Vendor name: J R Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/11/2020 5:18PM with Govt. Ref. No: 192020210144744231 on 24-11-2020, Amount Rs: 70,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AUZNXZ6 on 24-11-2020, Head of Account 0030-02-103-003-02

Surajit Biswas

Surajit Biswas

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BAGDOGRA

Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0403-2020, Page from 103442 to 103510

being No 040304517 for the year 2020.

Seal of the Additional District Sub Registrar of Siliguri-II at Bagdogra, District Darjeeling

Digitally signed by SURAJ LEPCHA
Date: 2020.12.07 16:47:54 +05:30
Reason: Digital Signing of Deed.

(Suraj Lepcha) 2020/12/07 04:47:54 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BAGDOGRA

West Bengal.

(This document is digitally signed.)