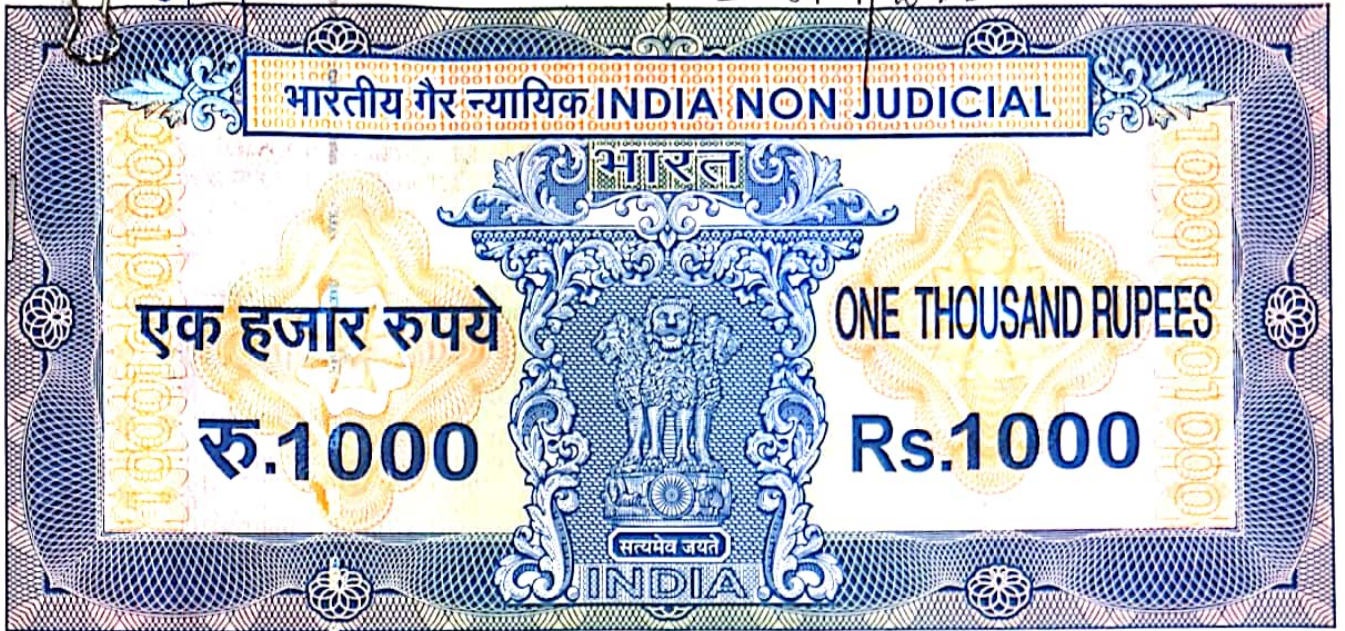


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पश्चिम बंगाल में पंजीकृत WEST BENGAL
 registration. The endorsement
 sheets and the signature sheet
 attached with this deed are
 part of the document.

U 733572

25/4/22

Registrar, Malda
 U/s 7(2) of the Registration Act.

25 APR 2022

of SWABHUMI DEVELOPERS
 Prabin Banthia
 PARTNER
 of SWABHUMI DEVELOPERS
 Akash Banthia
 PARTNER
 of SWABHUMI DEVELOPERS
 Ritu Banthia
 PARTNER
 Lalita Banthia
 Ritu Banthia
 PRM Real Estate Pvt. Ltd
 Director

2001231243/w

DEVELOPMENT AGREEMENT

1. Date: 25th Day of April, 2022
2. Nature of Document: Development Agreement.
3. Parties:
- 3.1 Owner: (1) SWABHUMI DEVELOPERS, (having PAN ACNFS9924J) a Partnership Firm governed by the Indian Partnership Act, 1932 as amended upto date, having its registered office at Rang Mahal Lane, N.S. Road, Police Station English Bazar, Post Office and District Malda, PIN 732101, represented by its Partners: (1) Mr. Prabin Banthia, PAN – ADAPB6716H, son of Late Fate Chand Banthia, (2) Mr. Akash Banthia, PAN – AKTPB9358D, son of Mr. Prabin Banthia and (3) Mrs. Ritu Banthia, PAN – ATUPB4412G, Wife of Mr. Akash Banthia, all Hindu by faith, Business by occupation, Indian by Nationality and residing at

PRM Real Estate Pvt. Ltd.
 Director

[Handwritten signature]
 12/3/22

of SWABHUMI DEVELOPERS
Prabin Banthia
PARTNER

of SWABHUMI DEVELOPERS
Akash Banthia
PARTNER

of SWABHUMI DEVELOPERS
Ritu Banthia
PARTNER

Lalita Banthia
Ritu Banthia

PRM Real Estate Pvt. Ltd.

Director
PRM Real Estate Pvt. Ltd.

Rang Mahal Lane, N.S. Road, Police Station English Bazar, Post Office and District Malda, PIN 732101 in the State of West Bengal, (2) **MRS. LALITA BANTHIA** (having PAN ADAPB6719J and Aadhaar No. 7223 9559 6111) wife of Mr. Prabin Banthia, Hindu by faith, Business by occupation, Indian by Nationality and residing at Rang Mahal Lane, N.S. Road, Police Station English Bazar, Post Office and District Malda, PIN 732101 in the State of West Bengal, (3) **MRS. RITU BANTHIA** (having PAN ATUPB4412G and Aadhaar No. 5354 6636 9641) wife of Mr. Akash Banthia, Hindu by faith, Business by occupation, Indian by Nationality and residing at Rang Mahal Lane, N.S. Road, Police Station English Bazar, Post Office and District Malda, PIN 732101 in the State of West Bengal and (4) **PRM REAL ESTATE PRIVATE LIMITED** (having CIN U70101WB2007PTC112485) (PAN AACCV4148F), a private limited company governed by the provisions of the Companies Act, 2013, having its registered office at Jeevandeep Complex, 4th Mile, Sevoke Road, Salugara, Siliguri, Post Office Salugara, Police Station Bhaktinagar, District Jalpaiguri, PIN 734008 in the State of West Bengal, represented by one of its Director Mr. Umang Mittal, (having PAN BUWPM9088F and Aadhaar No. 9441 0996 0568) son of Sri Prem Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Shanti Warehouse, 3rd Mile, Sevoke Road, Siliguri, P.O. - Salugara, P.S. - Bhaktinagar, District - Jalpaiguri, PIN - 734008, in the State of West Bengal,of the **One Part**.

- 3.2 **Developer: PRM REAL ESTATE PRIVATE LIMITED** (having CIN U70101WB2007PTC112485) (PAN AACCV4148F), a private limited company governed by the provisions of the Companies Act, 2013, having its registered office at Jeevandeep Complex, 4th Mile, Sevoke Road, Salugara, Siliguri, Post Office Salugara, Police Station Bhaktinagar, District Jalpaiguri, PIN 734008 in the State of West Bengal, represented by one of its Director Mr. Umang Mittal, (having PAN BUWPM9088F and Aadhaar No. 9441 0996 0568) son of Sri Prem Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Shanti Warehouse, 3rd Mile, Sevoke Road, Siliguri, P.O. - Salugara, P.S. - Bhaktinagar, District - Jalpaiguri, PIN - 734008, in the State of West Bengal, duly authorized by its resolution dated 18th September 2019 of the **Other Part**.



or SWABHUMI DEVELOPERS
Prabin Banthia
PARTNER

3
or SWABHUMI DEVELOPERS

Akash Banthia
PARTNER

or SWABHUMI DEVELOPERS
Ritu Banthia
PARTNER

PARTNER

Selita Banthia

Ritu Banthia

PRM Real Estate Pvt. Ltd

Director

PRM Real Estate Pvt. Ltd

- 3.3 It is to be noted herein that **PRM REAL ESTATE PRIVATE LIMITED** is also one of the Land Owner of the Said Premises/Land in addition to being a Developer under the Said Project. Apart from discharging obligations as Developers under this Development Agreement, they shall also be equally liable to discharge the obligations as Owner along with the other Owners (as defined above in Para 3.1) as mentioned and covered at various places under this agreement. And the allocations of **PRM REAL ESTATE PRIVATE LIMITED** as Owner and Developer in this Agreement will be 25% and 50% respectively that will sum up to 75 % as a whole and the rest 25% will be allocated (as mentioned in Para 13) to the other Owners (as defined above in Para 3.1). So, from now onwards **PRM REAL ESTATE PRIVATE LIMITED** will be described herein after as the **Developer** (which will include both Owner and Developer accordingly) in this Agreement.

The terms "Owner" and "Developer" shall include each of their respective successors-in-interest, executors, legal representative, nominees and assigns.

4. **Subject matter:** The "Project" being development of the 'Premises' described in **Schedule-B** by constructing a fully featured building complex having, primarily, commercial units with provision for development of portions thereof for residential / mercantile/ multipurpose purposes if feasible and viable and if so mutually agreed upon between the Parties hereto which units/constructed spaces can be separately and exclusively used and/or enjoyed for the ear marked purpose(s).

5. **Background:**

- 5.1 The Owner and the Developer are the joint owners of their respective undivided share in the Premises (described in the **Schedule-B**). The devolution of title of the Premises is mentioned in **Schedule "A"** hereto.

- 5.2 The Parties being the owners of the Premises free from all encumbrances and with marketable unencumbered title on which the Parties and/or each of them are fully satisfied and have no reservations, whatsoever, and also being satisfied that no person other than the Parties herein has or can have any right, title and/or interest, of any nature whatsoever in the Premises or any part thereof and also being further satisfied that there will not be any difficulty for the Parties herein to construct, develop and/or promote the commercial Project, are, therefore, desirous of taking up construction and development of the commercial Project on the Premises;



of SWABHUMI DEVEI OPERS
Prabin Banthia
PARTNER

4

of SWABHUMI DEVEI OPERS
Akash Banthia
PARTNER

of SWABHUMI DEVEI OPERS
Ritu Banthia
PARTNER

Seelita Banthia

Ritu Banthia

PRM Real Estate Pvt. Ltd.

Director

5.3 The Developer, is having the technical knowhow, expertise and experience to develop the commercial Project and hence the Parties herein have decided that the commercial Project be developed by the Developer herein for and on behalf of itself and also on behalf of the Owner;

5.4 In consideration of the foregoing and also in consideration of the mutual covenants and agreements contained herein and also other good and valuable consideration as mentioned in this agreement, the receipt and sufficiency of which are hereby respectively acknowledged by the Parties herein and each of them, it has been thought fit and proper to put into writing the terms and conditions as so mutually agreed upon by and between the Parties hereto.

6. Now it is agreed and declared:

6.1 Agreement:

(a) The Developer is hereby appointed to construct and execute the commercial Project on the Premises for and on behalf of itself and also on behalf of the Owner herein and for the purpose of enabling the Developer to take up such development for and on behalf of the Owner, the Owner is hereby granting an exclusive right to the Developer for the purpose of construction and development of the commercial Project for and on behalf of the Owner and the Developer (apart from having taken up development of the Project for itself and on its own account) hereby accepts such appointment from the Owner on the terms and conditions herein contained.

(b) With regard to such development, it is agreed, confirmed and clarified by and between the Parties hereto, that this agreement is not an agreement to sell and/or transfer of the Premises or any part or portion thereof to the Developer but is merely an agreement authorizing the Developer to develop the Project by constructing and completing the Project in all respects at the costs and expenses of the Developer and also to enable and/or authorize the Developer to enter into contracts on its own behalf and also on behalf of the Owner on mutually pre agreed terms with prospective allottees/ purchasers/ lessee(s)/ transferee(s) for sale/transfer/lease and/or for otherwise dealing with the units/spaces in the building(s) comprised within the Project.



PRM Real Estate Pvt. Ltd.

Director

OR SWABHUMI DEVELOPERS
Pradip Banthia,
PARTNER

5
OR SWABHUMI DEVELOPERS
Akash Banthia,
PARTNER

OR SWABHUMI DEVELOPERS
Rih Banthia,
PARTNER

Lalita Banthia

Rih Banthia,

PRM Real Estate Pvt. Ltd.
Director

PRM Real Estate Pvt. Ltd.
Director

6.2 **Obligations of the Developer:** The Developer shall:

6.2.1 **Costs and expenses:** bear and pay all the expenses related to the execution of the Project (except those which are specifically agreed to be paid and/or borne by both the Parties herein, and/or the expenses to be shared between the Parties as so agreed and as mentioned below) which will, inter alia, include:

6.2.1.1 **Plan:** The Developer in consultation with the Owner shall get the commercial plan sanctioned and if necessary have the same modified by addition and alteration thereof in respect of the Said Project from the appropriate sanctioning authority (the "Sanctioning Authority") in such manner so as to avail the maximum permissible constructed area in the buildings of the Project. In this regard it is agreed that the Developer, in consultation with the Owner, shall endeavour to achieve the maximum saleable area of subject, however, to the same being marketable and sanctionable by the Sanctioning Authority. It is agreed that the cost of such sanction including sanction fee shall be borne and paid by the Developer.

6.2.1.2 **Appointment:** Appoint architects, contractors, sub-contractors or any other person or persons and decide their emoluments/fees/remuneration etc.

6.2.1.3 **Permissions:** Obtain all clearances and permissions required only for executing the commercial Project. In this regard it is agreed that in case there is any requirement for obtaining 'conversion' of the land use of the Premises to "BASTU" or some other use by statutory authorities prior to sanction of Plan or after the sanction of the Plan, as the case may be then, and in such event, such conversion of the Premises shall be caused to be effected and/or completed by the Developer.

6.2.1.4 **Construction:** Start constructing the buildings of the Project (in phases, if so agreed) within 3 months from the date of the sanction of the Plan and the Concerned Authorities permitting the Developer in writing to start the construction in terms of the Plan (the "Commencement Date") and complete the Project in all respect in strict conformity with the Plan and making it tenantable in all respects within 60 (sixty) months (with a grace period of 6 months) or within such extended time as may be agreed (the "Completion Date").

6.2.1.5 **Payment of Proceeds:** Pay to the Owner 25% (twenty five percent) of the proceed of the sale/transfer/lease etc. as the Owners' Allocation (mentioned in Clause 13 below), as and when received by the Developer PROVIDED HOWEVER that in case there be any unsold units/spaces within the Project on the Completion Date

TO SWABHUMI DEVELOPERS
Prabir Banthia,
PARTNER

TO SWABHUMI DEVELOPERS
Akash Banthia,
PARTNER

TO SWABHUMI DEVELOPERS
Ritu Banthia,
PARTNER

Lalita Banthia
Ritu Banthia;

PRM Real Estate Pvt. Ltd.

Director

and/or its extension, then, and in such event, the payment of sale/proceeds of such unsold units and/or portions of the Project shall be postponed till such time as may be reasonable required and **PROVIDED FURTHER** that at the expiry of such period as may be so agreed from time to time or at any time after the Completion Date (or its extension if any, as the case may be) the Parties may decide to allocate all such unsold units/portions/spaces in the ratio of revenue sharing as agreed here under below and fraction and/or minor adjustments, if any, shall be settled in money between the Parties as may be then so mutually agreed upon.

PRM Real Estate Pvt. Ltd.
Director

6.2.1.6 ESCROW BANK ACCOUNT:

- An escrow bank account shall be opened by the Developer within 30 days from the date of execution of this Agreement on account of the Project with such bank (Escrow Banker) as the Developer and the Owner shall jointly think proper. The Escrow account will be operated on the basis of escrow agreement to be signed by the developer, owner and the escrow banker. All the amounts (excluding GST) as may from time to time be received and/or realized towards Total Sale Proceeds including earnest money, part payments and consideration amounts for and on account of sale or otherwise transfer/disposal or including rents/lease rentals of any saleable spaces of the Project or any other considerations that comes from the project and the same shall be deposited in such joint Escrow Bank Account.
- All monthly /quarterly /yearly rents to be received from the lessee/tenant from the said project shall be deposited in the escrow account and shall be shared amongst the parties in agreed ratio.
- The Escrow Banker would be irrevocably authorized and instructed to disburse and distribute the amounts, which would from time to time be deposited in the Escrow Bank Account including rent, to transfer in the separate Bank Accounts respectively of the Owner and the Developer in the ratio of **25:75 within 7 days thereof**. No other bank account shall be used for deposit of the sale consideration for the said project which in case will be considered as breach of this contract.
- The Parties shall on a quarterly basis (unless any other period is otherwise mutually agreed in writing), reconcile the accounts as regards the Total Sale Proceeds and their respective entitlements in terms thereof and if any party is found to have received more than its entitlement, such party shall pay to the other party the amount in excess so received.

6.2.1.7 **Utilities:** Obtain all utilities for implementing the Project as also those that will be required by the ultimate users of the Building(s) of the Project.

[Handwritten signature]

of SWABHUMI DEVEI OPERS
Prabin Banthia.
PARTNER

7

of SWABHUMI DEVEI OPERS
Akash Banthia
PARTNER

of SWABHUMI DEVEI OPERS
Ritu Banthia
PARTNER

Lalita Banthia

Ritu Banthia;

PRM Real Estate Pvt Ltd

Director

6.2.1.8 **Occupancy Certificate:** Obtain Occupancy Certificate from the Sanctioning Authority and all other certificates and permissions required for commencing occupation of the buildings of the Project.

6.2.1.9 **Indemnity:** At all times from the Commencement Date till the Completion Date the Developer will keep the Owner, saved, harmless and indemnified in respect of all actions, proceedings, fines, penalties or other consequences arising due to any non-compliance or violation of any kind or nature by the Developer whether statutory or contractual only in executing the Project and/or matters related or incidental thereto.

6.2.1.10 Development of the Said Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and in conformity with the sanctioned building plan.

6.2.1.11 The Developer shall register the said Project immediately with the Real Estate (Regulation and Development) Act, 2016 (RERA) (the "Said Act") read with the West Bengal Real Estate (Regulation and Development) Rules, 2021 (the "Said Rules") and shall take necessary steps as per the Said Act.

6.2.1.12 The Developer shall be responsible for planning, designing development and construction of the building Complex with the help of professional bodies, contractors upon consultation with the Owner

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

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

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

6.2.1.16 The Developer shall not deploy any child labour at the premises.



PRM Real Estate Pvt. Ltd

Director

for SWABHUMI DEVELOPERS
Prabin Banthia
PARTNER

for SWABHUMI DEVELOPERS
Akash Banthia
PARTNER

for SWABHUMI DEVELOPERS
Ritu Banthia
PARTNER

Delita Banthia

Ritu Banthia

PRM Real Estate Pvt. Ltd.

Director

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

6.2.1.18 Any structural defects, bad workmanship or other faults to any unit or in the common area or any fittings or fixture either during construction or within the defect liability period of two years from the obtaining Completion Certificate, shall be rectified by the Developer at its costs and expenses within a reasonable period thereafter, as and when the same shall be brought to the notice of the Developer within the said period. The Owner has no liability in this regard.

6.2.1.19 The Developer shall keep the Owner updated and informed before finalizing about the progress of development including sale, transfer, lease, rent of any saleable portion of the said Project, from time to time.

7. **Obligations of the Owner:** The Owner, shall:

7.1 **Sanction of Plan:** Provide all assistance/support to the Developer in obtaining all applicable clearances and/or all other related permissions and sanctions of the Plan of the Project at the costs and expenses of the Developer.

7.2 **Allow entry:** Prior to the Commencement Date, allow the Developer and its men, servants and agents to enter the Premises for the purpose of measurement, soil testing and such other necessities connected with the Project.

7.3 **Possession:** Not to obstruct the peaceful and vacant possession of the Premises to the Developer which will be deemed to be permissive and joint with the Developer for the purpose of development of the Project.

7.4 **Hindrances:** Not create any hindrances or obstruction to the Developer during or in execution of the Project.

7.5 **Mortgage:** Allow the Developer to create mortgage of the Premises and/or the constructions thereon for the purpose of raising finance for construction and development of the Project on the Premises to secure funding from banks and financial institutions with the condition, however, that any such loan(s) can only be utilized for the Project by the Developer. The Owner shall also sign/execute all documentations necessary to create such mortgage. It shall be the responsibility of the Developer to pay and/or liquidate all such loans in due course latest within 1 (one) year from the Completion Date or within such time frame as may be so mutually agreed upon.



FOR SWABHUMI DEVELOPERS
Prabin Banthia,
PARTNER

9
FOR SWABHUMI DEVELOPERS
Aarsh Banthia
PARTNER

FOR SWABHUMI DEVELOPERS
Ritu Banthia,
PARTNER

Shelita Banthia
Ritu Banthia

PRM Real Estate Pvt. Ltd.
Director

- 7.6 **Encumbrances:** Not, in any manner, deal with, charge, encumber or induct any person in occupation of the Premises or in any portion thereof or enter into any agreement relating thereto until the completion of the Project.
- 8. **Powers and authorities:**
 - 8.1. The Owner shall grant the Developer and/or nominees a General Power of Attorney simultaneously with the execution of this Agreement and shall grant to such persons nominated by the Developer all such powers and authorities:
 - 8.1.1 That will be required by the Developer for execution of the Project.
 - 8.1.2. Enable the Developer to exclusively deal, sale, transfer, allot and/or lease out the units/spaces in favour of the buyers/transferees/allotees and/or lessees, as the case may be and subject, however, to payment to be made to the Owner in terms hereof.
 - 8.1.3 While exercising powers and authorities under this agreement, the Developer shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the Owner and/or go against the spirit of this agreement. The Power of Attorney shall be specific and valid for the purposes that would be given.
- 9. **Execution:** Execute and admit if required, registration of the units/constructed spaces before the concerned Registrar, as also sign and execute such forms and other documents as may be required for the Project however the costs and expenses for these will be borne by the Developer.
- 10. **Association:** Enable the Developer to form an association of the ultimate purchasers/lessees of the units/constructed spaces of the building (s) of the Project and/or the several phases of the Project, as the case may be, (the "Allotees"), including those to be retained by the Owner or the Developer if any, and causing such association to be registered as statutorily required.
- 11. **Title Deeds:** Hand over the Title Deeds and/or allow the Developer to remain in possession of the title deeds, as the case may be, of the Premises and also further allow the Developer to hand over the title deeds to the Association after its formation and registration.
- 12. **Indemnity:** The Owner shall keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, fines, penalties or other consequences arising due to any non-compliance or violation of any kind or nature, whether statutory or contractual, prior to the Commencement Date and/or till the completion of the Project, and/or the Completion Date and/or for default, if

Handwritten signature/initials

PRM Real Estate Pvt. Ltd.
Director

of SWABHUMI DEVELOPERS
Prabir Banthia
PARTNER

10

of SWABHUMI DEVELOPERS
Akash Banthia
PARTNER

of SWABHUMI DEVELOPERS
Ritu Banthia
PARTNER

Lalita Banthia

Ritu Banthia;

PRM Real Estate Pvt. Ltd.

Director

any, and/or for non-compliance of any statutory requirement regarding the Premises under the relevant law(s).

13. **Owner's Allocation:** The Owner shall be entitled to 25% (twenty five percent) of all sale/transfer proceeds and /or lease premium, as the case may be, of all the Units/ constructed spaces/ servant's quarters/kiosks/ signages, wall hangings the parking spaces and other areas in the buildings of the Project (collectively "Units") which can be separately occupied, used and enjoyed (collectively the "Saleable Areas"). All sale/transfer proceeds and/or lease premium, and/or any other considerations that comes from the project as the case may be, shall be distributed between the Owner as follows:

- | | | |
|-------------------------|---|-----|
| (1) Swabhumi Developers | - | 21% |
| (2) Lalita Banthia | - | 2% |
| (3) Ritu Banthia | - | 2% |

14. **Developer's Allocation:** The Developer shall be entitled to 75% (seventy five percent) of all sale/transfer proceeds and /or lease premium, as the case may be, of all the Units/ constructed spaces/ servant's quarters/kiosks/ signages, wall hangings the parking spaces and other areas in the buildings of the Project (collectively "Units") which can be separately occupied, used and enjoyed (collectively the "Saleable Areas"). All sale/transfer proceeds and/or lease premium, and/or any other considerations that comes from the project after payment of the sale proceeds of the Owner's Allocation. It is expressly agreed, confirmed and clarified that for enabling the Developer to pay the Owner's Allocation or to retain the Developer's Allocation, as the case may be, the Developer shall be entitled to negotiate with the intending acquirers of the Developer's Allocation as also of the Owner's Allocation, and to sell, transfer and/or lease such portions at such rates/prices as determined and agreed from time to time by the Developer in consultation with the Owners and to distribute the receipts from such transfers in the manner provided in this Agreement.

15. **Rates and Taxes and utilities:** All municipal rates/Land revenue, taxes and outgoings if any, in respect of the Premises shall be borne and paid in the manner following:

- 15.1 Jointly by the Parties herein up to the Commencement Date.
15.2 By the Developer from the Commencement Date till the Completion Date.

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PRM Real Estate Pvt. Ltd.

Director

or SWABHUMI DEVELOPERS
Pratik Barthia
PARTNER

=

or SWABHUMI DEVELOPERS
Akash Barthia
PARTNER

or SWABHUMI DEVELOPERS
Ritu Barthia
PARTNER

Delita Barthia

Ritu Barthia

PRM Real Estate Pvt. Ltd.

Director

15.3 25% by the Owner and/or the Purchasers/allotees/transferee(s)/lessee(s) of the Owner's Allocation and balance 75% by the Developer and/or by the Purchasers/allotees/transferee(s)/ lessee(s) of the Developer's Allocation after the Completion Date.

16. **Tax Liabilities:** All tax liabilities in relation to the Construction and development, namely sales tax, GST and other dues, shall be paid by the Developer in the manner provided in the relevant law(s). Any tax on income arising out of transfer of Owner's Allocation shall be borne by the Owner and the GST, if any, shall be borne by the transferees of the Units. The Owner shall pay GST for the Developer constructing the Units for and on behalf of the Owner (if applicable) and also on the unsold units, if any transferred over to the Owner after the Complete Date and shall be entitled to claim set-off there from (if applicable).

17. **POST COMPLETION MAINTENANCE:**

17.1 *Common Area Maintenance ("CAM"):* Upon completion of the said Project, the CAM account in respect to the said Project shall be solely handled by a special purpose venture (hereinafter called the "SPV") formed jointly by the Owner and Developer and incorporated as a private company under the provisions of the Companies Act, 2013. The shareholding of such SPV shall be in the ratio of 25:75 (i.e. Owner – 25% and Developer – 75%). This CAM account shall be based upon the actual expenses incurred for maintaining the common areas and infrastructure of the said Project. The purchasers/ occupiers of the said Project shall make payment of relevant charges for maintenance of the same (hereinafter called the "CAM CHARGES") to "SPV" directly and for the said purpose, a separate bank account shall be opened and handled by "SPV". The CAM Charges collected shall be used exclusively for the purpose of maintenance of the said Project. However, if any surplus from the collected CAM Charges remains towards the end of any financial year, then such surplus shall be distributed between the Owner and Developer in the ratio of 25:75 (i.e. Owner – 25% and Developer – 75%).

17.2 Besides management of the CAM account of the said Project, SPV shall be responsible for day-to-day maintenance, basic operations/ functioning, administration, repair and mending work (whenever required) of the said Project, applications/ submissions before electricity board/ authority for electricity connections, provision of electricity at the premises leased out to the purchasers/ occupiers within the said Project, etc. Further, the SPV shall be in-charge of collection and maintenance of all non-leasable income generated from the said Project like parking, branding in lobby space, lift branding, escalator branding, kiosk and so on. All the transactions related thereto shall be operated through the aforesaid bank account.



PRM Real Estate Pvt. Ltd.

Director

OF SWABHUMI DEVELOPERS
Prabin Banthia.
PARTNER

12
OF SWABHUMI DEVELOPERS
Arunh Banthia's
PARTNER

OF SWABHUMI DEVELOPERS
Rihu Banthia;
PARTNER

Leelita Banthia
Rihu Banthia;

PRM Real Estate Pvt. Ltd.
Director

- 17.3 THAT the Owner and Developer shall be entitled to divide between themselves the revenue generated from the said common parking area in the ratio of 25:75 (i.e. Owner - 25% [twenty five percent] and Developer - 75% [seventy five percent]), after deduction of the relevant expenses for the same.
- 17.4 THAT any and all revenue generated from the usage of the common area like lobby space, lift branding, escalator branding, kiosk or any other means of utilization, shall be divided in the ratio of 25:75 between the Owner and Developer (i.e. Owner - 25% and Developer - 75%), after deduction of the relevant expenses for the same.
18. **Inspection:** The Owner shall be entitled, from time to time to inspect all work regarding the construction and development of the Project.
19. **Miscellaneous:**
- 19.1 The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be of the essence of this Agreement especially the entitlement of the Developer to obtain loans/finance from banks/financial institutions to ensure that the Developer is in a position (without any impediment or obstruction or restraining order, as the case may be) from any authority (ies) to take up and complete the execution of the Project.
- 19.2 The Saleable Area of the Project will be sold/ leased out, as the case may be, by the Developer as caused to be sold/leased out by the authorized marketing agents of the Developer if there be any, and/or by the Developer itself, as the case may be. The entire sale proceeds received by the Developer will be kept deposited in Escrow Account and disbursed in the manner mentioned above.
- 19.3 It is agreed that the Project will be branded under the brand "PRM Market City" for marketing purposes of the Project provided, however, that the official logos of the Owner ("THE GRS") and the Developer (PRM Begraj) shall be displayed at prominent positions of the Project on the top of the front façade of the construction/ structure/ building to be developed on the Premises in connection with the Project.
- 19.4 The expression "sale proceeds" and/or "proceeds from sale/transfer/lease" used in this Agreement shall mean the revenue coming out of sale/transfer/lease of the Saleable Areas of the Project including preferential location charges, if any.
- 19.5 The Developer will collect various other payments such as Transformer & Electricity Charges, DG Charges, Air Conditioners etc. will be distributed in the ratio of 25:75 (i.e. Owner - 25% and Developer - 75%).

PRM Real Estate Pvt. Ltd.
Director

PRM

for SWABHUMI DEVELOPERS
Prabir Banthia
PARTNER

13
for SWABHUMI DEVELOPERS
Arun Banthia
PARTNER

for SWABHUMI DEVELOPERS
Ritu Banthia
PARTNER

Selita Banthia

Ritu Banthia

PRM Real Estate Pvt. Ltd.
Director

- 19.6 The stamp duty, registration charges, property taxes, GST, will be exclusively collected by the Developer and will be exclusively liable for the respective for the payment of such respective charges and taxes as collected.
- 19.7 The sinking fund, maintenance charges, charges towards electricity consumption, DG. running charges, water supply and sewerage system and also any other payment including statutory payments from the Allottees from time to time and these payments will exclusively be dealt by the "SPV". The deposits (such as maintenance deposit and sinking fund) as mentioned below which will be handed over by the Developer to the "SPV" and/or association in the manner prescribed under the relevant law(s).
- 19.8 The agreement entered into by and between the parties herein is and shall be on principal to principal basis. The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 19.9 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 19.10 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 19.11 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.12 Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 19.13 If any term of this agreement is found to be contrary to the provisions of the Said Act and /or the Said Rules made thereunder or any other similar Act which may come into force at any time hereafter, such provisions shall be modified by the parties by a supplementary agreement to make it compliant to the statutory provision

PRM Real Estate Pvt. Ltd.
Director

25 APR 2022
[Signature]

20. **Default:**

In case the Owner is unable to fulfill any of the Owner's obligations and the Owner fails to rectify the same within 30 days from receiving notice from the Developer to do so, then the Developer at its discretion may incur the cost of completing such obligations of the Owner and the Owner, in such event, shall

for SWABHUMI DEVELOPERS
Prabir Banthia
PARTNER

14
for SWABHUMI DEVELOPERS
Ansh Banthia
PARTNER

for SWABHUMI DEVELOPERS
Rinu Banthia
PARTNER

Salita Banthia

Rinu Banthia;

PRM Real Estate Pvt. Ltd

Director

forthwith reimburse the costs so incurred by the Developer failing which the Developer, after giving 30 days notice to the Owner shall become entitled to deduct from the Owner's share of the sale proceeds of such portions of the Saleable Area payable as Owner's Allocation as may be necessary to realize such costs.

In case the Developer is unable to fulfill any of the Developer's obligations and the Developer fails to rectify the same within 30 days from receiving notice from the Owner to do so, then the Owner at its discretion may incur the cost of completing such obligations of the Developer and the Developer, in such event, shall forthwith reimburse the costs so incurred by the Owner failing which the Owner, after giving 30 days notice to the Developer shall become entitled to deduct from the Developer's share of the Sale proceeds of such portions of the Saleable Area payable as Developer's Allocation as may be necessary to realize such costs. In the event of delay in completion of the Project, the Developer shall be liable to pay applicable compensation to the intending purchasers/transferees of the constructed area to be built in the buildings of the Project. The Developer shall keep the Owner indemnified, against any liability that the Owner may suffer in this regard besides the other rights of the Owner under the law(s).

In case the plans are not sanctioned within a period of twelve months then, and in such event, one month grace period will be given by the Owner to the Developer and even then if the plan is not sanctioned, then the Owner will have the option to terminate the agreement after giving notice in writing to the Developer for such termination and upon the expiry of the date mentioned in such notice, this agreement shall stand cancelled and shall always be deemed to have been cancelled.

If the Developer delays or fails to complete the Project within the agreed time frame and/or the Completion Date in spite of the Owner fulfilling all their Obligations and no other liability or encumbrance being found in respect of the Premises then, and in such event the Owner shall be entitled as agreed, quantified, liquidated damages for the period of delay but shall not be entitled to terminate this Agreement and/or seek any other damages, whatsoever, provided. However, in case if it takes more than 60 (sixty) months from the date of execution of this Agreement in completing the Project by the Developer and then giving 30 days notice to the Developer by the Owner, the Owner shall be entitled to terminate the agreement with an immediate effect and the Owner shall take possession of the Premises along with the constructions made thereon in the state it may be at that

MS
PRM

PRM Real Estate Pvt. Ltd

Director

of SWABHUMI DEVELOPERS
Prabin Banthia
PARTNER

15

of SWABHUMI DEVELOPERS
Ansh Banthia
PARTNER

of SWABHUMI DEVELOPERS
Ritu Banthia
PARTNER

Salita Banthia

Ritu Banthia

PRM Real Estate Pvt. Ltd.

Director

time and have the Project completed by any other person or persons. The Developer being an owner also shall not raise any objection thereto. The Developer will be entitled to the financial compensation as per investment made by him till that point. Moreover the Owner will not be liable or responsible for any liabilities incurred by the Developer. Neither of the Parties shall be regarded not to have committed any breach of the terms herein if it is prevented from discharging any of its obligations due to any condition amounting to 'force majeure' as defined under the relevant law(s). In addition to such force majeure circumstances and notwithstanding such circumstances the Developer shall not be considered to be in default for delays caused due to circumstances beyond the Developer's control including, but not limited to, tempest, earthquake, fire, shortage of power, civil commotion, riot, strike, labour unrest or any political or communal unrest non availability of labour, strike, "bandhs", or lockdowns due to pandemic or epidemic such as Covid-19, delay in granting utility/completion certificate by the authorities and any legislation, regulation ruling or any relevant Government or court orders materially affecting the continuance of the obligation of the Parties.

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

21. **NOTICE:**

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

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

- a) If delivered personally and acknowledged at the time of delivery.
- b) If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities or the day the same is delivered, whichever is later. If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

PRM Real Estate Pvt. Ltd.

Director

OR SWABHUMI DEVEI OPERS
Prabin Banthia,
PARTNER

16

OR SWABHUMI DEVEI OPERS
Ansh Banthia,
PARTNER

OR SWABHUMI DEVEI OPERS
Ritu Banthia,
PARTNER

Salita Banthia
Ritu Banthia,

PRM Real Estate Pvt. Ltd.
Director

In proving such service it shall be necessary to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the recipient / addressee or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

22. **Amendment/Modification:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instruction in writing extended by the Parties herein.
23. **Entire Agreement:** This agreement consisting the entire Agreement between the Parties and revokes and supersedes all previous correspondence etc. signed between the Parties and also those oral or implied.
24. **Breach of Contract:** In case of breach of any of the provisions herein, the Party in breach shall be liable to pay such damages as determined by the Tribunal.
25. **Arbitration:** In the event of any disputes or differences between the Parties arising out of this Agreement or any part thereof, the Parties shall try to resolve or amicably settle the same through mutual discussions, negotiations, mediation by common friends. Disputes which cannot be settled amicably shall finally be referred to arbitration in accordance with the provisions of The Arbitration and Conciliation (Amendment) Act, 2015, to a Sole Arbitrator, if the Parties can agree upon one. The Arbitrator's remuneration shall be a consolidated sum as then agreed between the Parties and the Arbitrator prior to commencement of the reference. The Arbitration shall be in accordance with the Arbitration and Conciliation (Amendment) Act, 2015, or the rules thereunder as amended up to date. The place of arbitration and the venue of the Arbitral meetings shall always be at Malda and the language of Arbitration shall always be English.
26. **Rules of Interpretation:** The words used in bold in the headings of the Clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clauses and the words put in bold in brackets define the word, phrase or expression immediately preceding.

PRM Real Estate Pvt. Ltd.
Director

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-or SWABHUMI DEVELOPERS
Prabin Banthia
 PARTNER

-or SWABHUMI DEVELOPERS
Aakash Banthia
 PARTNER

-or SWABHUMI DEVELOPERS
Ritu Banthia
 PARTNER

Lalita Banthia
Ritu Banthia

PRM Real Estate Pvt. Ltd

 Director

Schedule-A
(Devolution of Title)

- A) By a deed of conveyance dated the 5th day of December 2018, registered in the office of the District Sub Registrar, Malda and recorded in Book I, volume no. 0901 – 2018, pages from 204956 to 204980, being deed no. 090114903 for the year 2018, Raj Kumar Saha, Palash Saha and Dilip Kumar Sarkar sold and/or transferred their respective shares of All That the piece and parcel of land measuring about **0.5079 acres**, more or less, situated in Mouza Uttar Jadupur, JL No. 88, P.S. English Bazar, District Malda, being land in LR Plot Nos. 2208 (2.72 decimals), 2211 (39.23 decimals), 2212 (5.10 decimals), 2213 (2.38 decimals) and 2223 (1.36 decimals) land recorded respectively in Khatian numbers 2927, 2516 and 2510 aggregating to a total of **50.79 decimals** to Lalita Banthia and Ritu Banthia respectively for the consideration and on the terms and conditions as mentioned therein.
- B) By another deed of conveyance dated the 6th day of November 2019, registered in the office of the District Sub Registrar, Malda and recorded in Book I, volume no. 0901 – 2019, pages from 270397 to 270410, being deed no. 090115416 for the year 2019, Rajendra Nath Lahiri sold and/or transferred All That the piece and parcel of land measuring about **0.025 acres**, more or less, situated in Mouza Uttar Jadupur, JL No. 88, P.S. English Bazar, District Malda, being land in Dag No. 2223 recorded in khatian nos. 383 and 1444 to Lalita Banthia and Ritu Banthia respectively for the consideration and on the terms and conditions as mentioned therein.
- C) By another deed of conveyance dated the 7th day of October 2021, registered in the office of the District Sub Registrar, Malda and recorded in Book I, volume no. 0901 – 2021, pages from 252504 to 252532, being deed no. 090112731 for the year 2021, Eden Garment Dealers Private Limited sold and/or transferred All That the piece and parcel of land measuring about **0.76 acres**, more or less, situated in Mouza Uttar Jadupur, JL No. 88, P.S. English Bazar, District Malda, being land in RS Plot No. 2211 corresponding LR Plot No. 2211, recorded in RS Khatian No. 100, corresponding to LR Khatian No. 1986 to PRM Real Estate Private Limited and Swabhumi Developers respectively for the consideration and on the terms and conditions as mentioned therein.
- D) By another deed of conveyance dated the 26th day of October 2021, registered in the office of the Additional District Sub Registrar, Malda and recorded in Book I, volume no. 0902 – 2021, pages from 213083 to 213119 being deed no. 090208404 for the year 2021, Eden Garment Dealers Private Limited sold and/or transferred All That the piece and parcel of land measuring about **0.045 acres**, more or less, situated in Mouza Uttar Jadupur, JL No. 88, P.S. English Bazar, District Malda, being land in RS Plot No. 2211 corresponding LR Plot No. 2211, recorded in RS Khatian No. 100, corresponding to LR Khatian No. 1986 to PRM Real Estate Private Limited and Swabhumi Developers respectively for the consideration and on the terms and conditions as mentioned therein.

PRM Real Estate Pvt. Ltd

 Director

MS

of SWABHUMI DEVELOPERS
Prabin Banthia
PARTNER

or

of SWABHUMI DEVELOPERS
Alank Banthia
PARTNER

of SWABHUMI DEVELOPERS
Ritu Banthia
PARTNER

Lalita Banthia

Ritu Banthia

PRM Real Estate Pvt. Ltd.

Director

- E) By another deed of conveyance dated the 26th day of October 2021, registered in the office of the Additional District Sub Registrar, Malda and recorded in Book I, volume no. 0902 – 2021, pages from 207895 to 207930 being deed no. 090209841 for the year 2021, Eden Garment Dealers Private Limited sold and/or transferred All That the piece and parcel of land measuring about **0.125 acres**, more or less, situated in Mouza Uttar Jadupur, JL No. 88, P.S. English Bazar, District Malda, being land in in RS Plot No. 2212 and 2213 corresponding LR Plot No. 2212 (7.50 decimals) and 2213 (5.00 decimals), recorded in RS Khatian Nos. 241 and 428, corresponding to LR Khatian No. 1986 to PRM Real Estate Private Limited and Swabhumi Developers respectively for the consideration and on the terms and conditions as mentioned therein.
- F) By another deed of conveyance dated the 31st day of January 2022, registered in the office of the District Sub Registrar, Malda and recorded in Book I, volume no. 0901 – 2022, pages from 40293 to 40313 being deed no. 090102801 for the year 2022, Uzzal Saha sold and/or transferred All That the piece and parcel of land measuring about **0.2376 acres**, more or less, situated in Mouza Uttar Jadupur, JL No. 88, P.S. English Bazar, District Malda, being land in RS Plot No. 2208, 2211, 2212, 2213 and 2223 corresponding LR Plot No. 2208, 2211, 2212, 2213 and 2223 recorded in LR Khatian No. 2509 to PRM Real Estate Private Limited for the consideration and on the terms and conditions as mentioned therein.
- G) In view of the above stated facts, the Said Lalita Banthia, RituBanthia, PRM Real Estate Private Limited and Swabhumi Developers, the Owners herein became the joint owners of the Said Premises.

PRM Real Estate Pvt. Ltd.

Director

So the respective **Land Share** of the respective Owners in the various Dag Nos. are as follows :-

OWNERS	L.R. DAG 2211	L.R. DAG 2212	L.R. DAG 2213	L.R. DAG 2223
SWABHUMI DEVELOPERS	40.250 DEC	3.75 DEC	0.75 DEC	0
LALITA BANTHIA	19.615 DEC	2.55 DEC	1.19 DEC	1.93 DEC
RITU BANTHIA	19.615 DEC	2.55 DEC	1.19 DEC	1.93 DEC
PRM REAL ESTATE PVT. LTD.	58.570 DEC	6.15 DEC	1.87 DEC	0.64 DEC
TOTAL	138.05 DEC	15 DEC	5 DEC	4.5 DEC

AMG
14/12/21

for SWASHUMI DEVELOPERS
Prabir Banerjee
PARTNER

19
for SWASHUMI DEVELOPERS
Alakh Banerjee
PARTNER

for SWASHUMI DEVELOPERS
Rinu Banerjee
PARTNER

Lalita Banerjee

Rinu Banerjee

PRM Real Estate Pvt. Ltd.

Director

Schedule-B

[Said Premises]

ALL THAT piece and parcel of vacant land measuring 1.6255 Acres equivalent to 162.55 decimal, more or less along with 15 years old 200 sq. ft. of commercial structure (cemented floor and tin shed roof), forming part of R.S. Plot Nos. 2211, 2212, 2213 and 2223 corresponding to L.R. Dag Nos. 2211, 2212, 2213 and 2223, recorded in L.R. Khatian Nos. 1986, 2509, 3556, 3557, 4988 and 4991, lying and situated in Mouza - Uttar Jadupur, J.L. No.88, within the jurisdiction of Jadupur Gram Panchayat, Police Station - English Bazar, District - Malda, West Bengal. The said premises is butted and bounded as follows:

PRM Real Estate Pvt. Ltd.

Director

R.S. Plot No.	L.R. Plot No.	L.R. Khatian No.	Area	Property on Road
2211	2211	1986, 2509, 4988, 4991, 3556, 3557	138.05 Dec	60' METAL ROAD
		TOTAL -	138.05 Dec	

THE SAID LAND IS BUTTED AND BOUNDED BY :

ON THE NORTH : L.R. Dag No. 2211 (part)

ON THE SOUTH : L.R. Dag Nos. 2211 (part) & 2224

ON THE EAST : 60 Feet Metal Road

ON THE WEST : L.R. Dag Nos. 2208 (part), 2212, 2213 & 2223 (part)



of SWABHUMI DEVELOPERS
Prabir Banthia -
PARTNER

20

of SWABHUMI DEVELOPERS
Akash Banthia -
PARTNER

of SWABHUMI DEVELOPERS
Ritu Banthia -
PARTNER

Salida Banthia
Ritu Banthia

PRM Real Estate Pvt. Ltd

Director

R.S. Plot No.	L.R. Plot No.	L.R. Khatian No.	Area	Property on Road
2223	2223	2509, 3556, 3557	4.5 Dec	NO ROAD
2213	2213	1986, 2509, 3556, 3557	5 Dec	NO ROAD
2212	2212	1986, 2509, 3556, 3557	15 Dec	NO ROAD
		TOTAL -	24.5 Dec	

PRM Real Estate Pvt. Ltd

Director

THE SAID LAND IS BUTTED AND BOUNDED BY :

ON THE NORTH : L.R. Dag No. 2208 & 2213 (part)

ON THE SOUTH : L.R. Dag Nos. 2223 (part)

ON THE EAST : L.R. Dag No. 2211 (part)

ON THE WEST : Railway Land

AKASH BANTHIA

or SWABHUMI DEVEI OPERS
Prabin Banthia
PARTNER

21

or SWABHUMI DEVEI OPERS
Ansh Banthia
PARTNER

or SWABHUMI DEVEI OPERS
Ritu Banthia
PARTNER

Selita Banthia
Ritu Banthia

PRM Real Estate Pvt. Ltd.

PRM Real Estate Pvt. Ltd.

Director

Director

IN WITNESSES WHEREOF THE VENDOR and PURCHASERS hereto set and subscribed their respective hands on this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the PARTIES at Malda in presence of :

WITNESSES :

1. Apurva Das.
Harindro Nath Das.
Mahesh. PURI.
MOK DAM PURI.
E. B. Malda

2. Bhiny Prasad Saha
S/o Lt. Jagan Prasad Saha
B. S. Road,
P.O. + D.T. Malda.
P.S. - E. B.

or SWABHUMI DEVEI OPERS
1. Prabin Banthia
PARTNER

or SWABHUMI DEVEI OPERS
2. Ansh Banthia
PARTNER

or SWABHUMI DEVEI OPERS
3. Ritu Banthia
PARTNER

4. Selita Banthia

5. Ritu Banthia

6. PRM Real Estate Pvt. Ltd.
Director

SIGNATURE OF THE OWNER(S)

PRM Real Estate Pvt. Ltd.

Director

SIGNATURE OF THE DEVELOPER

Read over and explained by me.

Ashoke Kumar Agarwala
Advocate

ASHOKE KUMAR AGARWALA
Advocate,
Malda Bar Association, Malda.
Enrolment No.- WB/140/1997

অধিকার



বাম হাতের আঙ্গুল ছাপ

ডান হাতের আঙ্গুল ছাপ



নাম স্বাক্ষর

for SWABHUMI DEVEI OPERS
Prabin Banthia
PARTNER



বাম হাতের আঙ্গুল ছাপ

ডান হাতের আঙ্গুল ছাপ



নাম স্বাক্ষর

for SWABHUMI DEVEI OPERS
Anish Banthia
PARTNER



বাম হাতের আঙ্গুল ছাপ

ডান হাতের আঙ্গুল ছাপ



নাম স্বাক্ষর

for SWABHUMI DEVEI OPERS
Ritu Banthia
PARTNER



বাম হাতের আঙ্গুল ছাপ

ডান হাতের আঙ্গুল ছাপ



নাম স্বাক্ষর

Lelita Banthia

অতিরিক্ত পাতা নং -



বাম হাতের আঙ্গুল ছাপ



ডান হাতের আঙ্গুল ছাপ



স্বাক্ষর Ritu Bantui



OWNER

বাম হাতের আঙ্গুল ছাপ



ডান হাতের আঙ্গুল ছাপ



PRM Reai Estate Pvt. Ltd

স্বাক্ষর [Signature]
Director



DEVELOPER

বাম হাতের আঙ্গুল ছাপ



ডান হাতের আঙ্গুল ছাপ



PRM Reai Estate Pvt. Ltd

স্বাক্ষর [Signature]
Director

Major Information of the Deed

No :	I-0901-06701/2022	Date of Registration	25/04/2022
No / Year	0901-2001231243/2022	Office where deed is registered	
Entry Date	24/04/2022 4:45:35 PM	D.S.R. MALDA, District: Malda	
Applicant Name, Address & Other Details	Ashoke Kumar Agarwala Malda Bar Asso, Thana : English Bazar, District : Malda, WEST BENGAL, PIN - 732101, Mobile No. : 8370988922, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
Rs. 19/-		Rs. 16,04,90,898/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,020/- (Article:48(g))		Rs. 53/- (Article:E, E)	
Remarks			

Land Details :

District: Malda, P.S:- English Bazar, Gram Panchayat: JADUPUR-I, Mouza: Uttar Jadupur, JI No: 88, Pin Code : 732103

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2211 (RS :-)	LR-4991	Commercial	Bastu	38 Dec	1/-	4,16,36,826/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L2	LR-2211 (RS :-)	LR-4988	Commercial	Bastu	38 Dec	1/-	4,16,36,826/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L3	LR-2211 (RS :-)	LR-3557	Commercial	Bastu	19.615 Dec	1/-	2,14,92,272/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L4	LR-2211 (RS :-)	LR-3556	Commercial	Bastu	19.615 Dec	1/-	2,14,92,272/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L5	LR-2212 (RS :-)	LR-1986	Commercial	Bastu	7.5 Dec	1/-	29,67,536/-	
L6	LR-2212 (RS :-)	LR-2509	Commercial	Bastu	2.4 Dec	1/-	9,49,612/-	
L7	LR-2212 (RS :-)	LR-3557	Commercial	Bastu	2.55 Dec	1/-	10,08,962/-	
L8	LR-2212 (RS :-)	LR-3556	Commercial	Bastu	2.55 Dec	1/-	10,08,962/-	
L9	LR-2213 (RS :-)	LR-1986	Commercial	Bastu	1.5 Dec	1/-	5,93,507/-	
L10	LR-2213 (RS :-)	LR-2509	Commercial	Bastu	1.12 Dec	1/-	4,43,152/-	



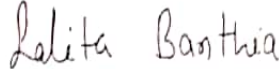


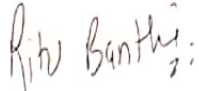
	LR-3557	Commercial	Bastu	1.19 Dec	1/-	4,70,849/-		
L13	LR-3556	Commercial	Bastu	1.19 Dec	1/-	4,70,849/-		
L14	LR-2223 (RS :-)	LR-2509	Commercial	Bastu	0.64 Dec	1/-	1,68,820/-	
	LR-2223 (RS :-)	LR-3557	Commercial	Bastu	1.93 Dec	1/-	5,09,097/-	
L15	LR-2223 (RS :-)	LR-3556	Commercial	Bastu	1.93 Dec	1/-	5,09,097/-	
L16	LR-2211 (RS :-)	LR-1986	Commercial	Bastu	2.25 Dec	1/-	24,65,338/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L17	LR-2211 (RS :-)	LR-2509	Commercial	Bastu	18.32 Dec	1/-	2,00,73,333/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L18	LR-2211 (RS :-)	LR-1986	Commercial	Bastu	2.25 Dec	1/-	24,65,338/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
	TOTAL :			162.55Dec	18 /-	1603,62,648 /-		
	Grand Total :			162.55Dec	18 /-	1603,62,648 /-		

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L5	200 Sq Ft.	1/-	1,28,250/-	Structure Type: Structure
<p>Floor No: 1, Area of floor : 200 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 15 Years, Roof Type: Tin Shed, Extent of Completion: Complete</p>					
	Total :	200 sq ft	1 /-	1,28,250 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>SWABHUMI DEVELOPERS RANG MAHAL LANE, City:- , P.O:- MALDA, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 , PAN No.:: ACxxxxxx4J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative</p>









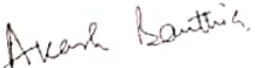
Name	Photo	Finger Print	Signature
LALITA BANTHIA Wife of Mr PRABIN BANTHIA Executed by: Self, Date of Execution: 25/04/2022 , Admitted by: Self, Date of Admission: 25/04/2022 ,Place : Office			
25/04/2022	LTI 25/04/2022	25/04/2022	
,RANG MAHAL LANE, N S ROAD, City:- , P.O:- MALDA, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx9J, Aadhaar No: 72xxxxxxxx6111, Status :Individual, Executed by: Self, Date of Execution: 25/04/2022 , Admitted by: Self, Date of Admission: 25/04/2022 ,Place : Office			
Name	Photo	Finger Print	Signature
Mrs RITU BANTHIA Wife of Mr AKASH BANTHIA Executed by: Self, Date of Execution: 25/04/2022 , Admitted by: Self, Date of Admission: 25/04/2022 ,Place : Office			
25/04/2022	LTI 25/04/2022	25/04/2022	
,RANG MAHAL LANE, N S ROAD, City:- , P.O:- MALDA, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ATxxxxxx2G, Aadhaar No: 53xxxxxxxx9641, Status :Individual, Executed by: Self, Date of Execution: 25/04/2022 , Admitted by: Self, Date of Admission: 25/04/2022 ,Place : Office			
4	PRM REAL ESTATE PRIVATE LIMITED JEEVANDEEP COMPLEX, 4TH MILE, SEVOKE ROAD, SALUGARA, SILIGURI, City:- Siliguri Mc, P.O:- SALUGARA, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008 , PAN No.:: AAxxxxxx8F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative		


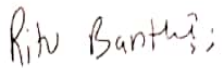
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	PRM REAL ESTATE PRIVATE LIMITED JEEVANDEEP COMPLEX, 4TH MILE, SEVOKE ROAD, SALUGARA, City:- Siliguri Mc, P.O:- SALUGARA, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008 , PAN No.:: AAxxxxxx8F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative




Relative Details :

Name, Address, Photo, Finger print and Signature

	Name	Photo	Finger Print	Signature
	Mr UMANG MITTAL Son of Shri PREM KUMAR AGARWAL Date of Execution - 25/04/2022, , Admitted by: Self, Date of Admission: 25/04/2022, Place of Admission of Execution: Office	 Apr 25 2022 12:55PM	 LTI 25/04/2022	 25/04/2022
SHANTI WAREHOUSE, 3RD MILE, SEVOKE ROAD,, City:- Siliguri Mc, P.O:- SALUAGARA, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BUxxxxxx8F, Aadhaar No: 94xxxxxxxx0568 Status : Representative, Representative of : PRM REAL ESTATE PRIVATE LIMITED (as DIRECTOR), PRM REAL ESTATE PRIVATE LIMITED (as DIRECTOR)				
2	Mr PRABIN BANTHIA Son of Late FATE CHAND BANTHIA Date of Execution - 25/04/2022, , Admitted by: Self, Date of Admission: 25/04/2022, Place of Admission of Execution: Office	 Apr 25 2022 12:49PM	 LTI 25/04/2022	 25/04/2022
,RANG MAHAL LANE, N S ROAD, City:- English Bazar, P.O:- MALDA, P.S:-English Bazar, District:- Malda, West Bengal, India, PIN:- 732101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx6H, Aadhaar No: 75xxxxxxxx6116 Status : Representative, Representative of : SWABHUMI DEVELOPERS (as PARTNER)				
3	Mr AKASH BANTHIA (Presentant) Son of Mr PRABIN KUMAR BANTHIA Date of Execution - 25/04/2022, , Admitted by: Self, Date of Admission: 25/04/2022, Place of Admission of Execution: Office	 Apr 25 2022 12:51PM	 LTI 25/04/2022	 25/04/2022
,RANG MAHAL LANE, N S ROAD, City:- English Bazar, P.O:- MALDA, P.S:-English Bazar, District:- Malda, West Bengal, India, PIN:- 732101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx8D, Aadhaar No: 65xxxxxxxx0242 Status : Representative, Representative of : SWABHUMI DEVELOPERS (as PARTNER)				

Name	Photo	Finger Print	Signature
RITU BANTHIA Wife of Mr AKASH BANTHIA Date of Execution - 25/04/2022, Admitted by: Self, Date of Admission: 25/04/2022, Place of Admission of Execution: Office	 Apr 25 2022 12:54PM	 LTI 25/04/2022	 25/04/2022
RANG MAHAL LANE, N S ROAD, City:- English Bazar, P.O:- MALDA, P.S:-English Bazar, District:- Malda, West Bengal, India, PIN:- 732101, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ATxxxxxx2G, Aadhaar No: 53xxxxxxxx9641 Status : Representative, Representative of : SWABHUMI DEVELOPERS (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
APURBA DAS Son of Late HARENDRA NATH DAS MAHESHPUR, City:- English Bazar, P.O:- MOKDUMPUR, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732103	 25/04/2022	 25/04/2022	 25/04/2022
Identifier Of Mrs LALITA BANTHIA, Mrs RITU BANTHIA, Mr UMANG MITTAL, Mr PRABIN BANTHIA, Mr AKASH BANTHIA, Mrs RITU BANTHIA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	PRM REAL ESTATE PRIVATE LIMITED	PRM REAL ESTATE PRIVATE LIMITED-38 Dec

Transfer of property for L10

Sl.No	From	To. with area (Name-Area)
1	PRM REAL ESTATE PRIVATE LIMITED	PRM REAL ESTATE PRIVATE LIMITED-1.12 Dec

Transfer of property for L11

Sl.No	From	To. with area (Name-Area)
1	Mrs LALITA BANTHIA	PRM REAL ESTATE PRIVATE LIMITED-1.19 Dec

Transfer of property for L12

Sl.No	From	To. with area (Name-Area)
1	Mrs RITU BANTHIA	PRM REAL ESTATE PRIVATE LIMITED-1.19 Dec

Transfer of property for L13

Sl.No	From	To. with area (Name-Area)
1	PRM REAL ESTATE PRIVATE LIMITED	PRM REAL ESTATE PRIVATE LIMITED-0.64 Dec

Transfer of property for L14

Sl.No	From	To. with area (Name-Area)
1	Mrs LALITA BANTHIA	PRM REAL ESTATE PRIVATE LIMITED-1.93 Dec

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

Execution of this deed is in conformity with rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 under the Stamp Act 1899.

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

Registered for registration at 12:43 hrs on 25-04-2022, at the Office of the D.S.R. MALDA by Mr AKASH BANTHIA .

Assessment 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 16,04,90,898/-

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

Execution is admitted on 25/04/2022 by 1. Mrs LALITA BANTHIA, Wife of Mr PRABIN BANTHIA, RANG MAHAL LANE, N S ROAD, P.O: MALDA, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by Profession Business, 2. Mrs RITU BANTHIA, Wife of Mr AKASH BANTHIA, RANG MAHAL LANE, N S ROAD, P.O: MALDA, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by Profession Business

Indetified by APURBA DAS, , , Son of Late HARENDRA NATH DAS, MAHESHPUR, P.O: MOKDUMPUR, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732103, by caste Hindu, by profession Others

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

Execution is admitted on 25-04-2022 by Mr UMANG MITTAL, DIRECTOR, PRM REAL ESTATE PRIVATE LIMITED (Private Limited Company), JEEVANDEEP COMPLEX, 4TH MILE, SEVOKE ROAD, SALUGARA, City:- Siliguri Mc, P.O:- SALUGARA, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008; DIRECTOR, PRM REAL ESTATE PRIVATE LIMITED (Private Limited Company), JEEVANDEEP COMPLEX, 4TH MILE, SEVOKE ROAD, SALUGARA, SILIGURI, City:- Siliguri Mc, P.O:- SALUGARA, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008

Indetified by APURBA DAS, , , Son of Late HARENDRA NATH DAS, MAHESHPUR, P.O: MOKDUMPUR, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732103, by caste Hindu, by profession Others

Execution is admitted on 25-04-2022 by Mr PRABIN BANTHIA, PARTNER, SWABHUMI DEVELOPERS (Partnership Firm), RANG MAHAL LANE, City:- , P.O:- MALDA, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101

Indetified by APURBA DAS, , , Son of Late HARENDRA NATH DAS, MAHESHPUR, P.O: MOKDUMPUR, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732103, by caste Hindu, by profession Others

Execution is admitted on 25-04-2022 by Mr AKASH BANTHIA, PARTNER, SWABHUMI DEVELOPERS (Partnership Firm), RANG MAHAL LANE, City:- , P.O:- MALDA, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101

Indetified by APURBA DAS, , , Son of Late HARENDRA NATH DAS, MAHESHPUR, P.O: MOKDUMPUR, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732103, by caste Hindu, by profession Others

Execution is admitted on 25-04-2022 by Mrs RITU BANTHIA, PARTNER, SWABHUMI DEVELOPERS (Partnership Firm), RANG MAHAL LANE, City:- , P.O:- MALDA, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101

Indetified by APURBA DAS, , , Son of Late HARENDRA NATH DAS, MAHESHPUR, P.O: MOKDUMPUR, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732103, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/04/2022 12:14PM with Govt. Ref. No: 192022230014230981 on 25-04-2022, Amount Rs: 21/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 323159489 on 25-04-2022, Head of Account 0030-03-104-001-16

Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 1,000/-
Court Fees, Amount: Rs.10/-
Impressed, Serial no 116, Amount: Rs.1,000/-, Date of Purchase: 01/04/2022, Vendor name:
Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
on 25/04/2022 12:14PM with Govt. Ref. No: 192022230014230981 on 25-04-2022, Amount Rs: 74,020/-, Bank:
Bank (UTIB0000005), Ref. No. 323159489 on 25-04-2022, Head of Account 0030-02-103-003-02



Sumanta Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
Malda, West Bengal

of Registration under section 60 and Rule 69.
d in Book - I
number 0901-2022, Page from 137396 to 137431
No 090106701 for the year 2022.



Digitally signed by SUMANTA DHAR
Date: 2022.04.25 18:28:00 +05:30
Reason: Digital Signing of Deed.

(Sumanta Dhar) 2022/04/25 06:28:00 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
West Bengal.

(This document is digitally signed.)