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पश्चिमबङ्ग पश्चिम बङ्गाल WEST BENGAL

W 23787

The document is admitted to registration. The endorsement sheets and the signature sheet attached with this deed are part of the document.

Ray

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

13 JAN 2023

[Handwritten Signature]

PRM REAL ESTATE PVT. LTD.

Authorised Signatory

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT MADE ON THIS 22nd
DAY OF December, 2022 AT MALDA

SL. NO. 28267 Date 28.9.2022
PURCHASER Sri Jay Chand Chitlangi
Full Address Malda
Total Value 1000/-
Stamp Purchased from JPG Treasury



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



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

13 JAN 2023

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B E T W E E N

MR. JAY CHAND CHITLANGIA (having PAN ACEPC1717C and Aadhaar No. 3481 1921 5776) Son of Kedar Nath Chitlangia, Indian by citizen, Hindu by faith, Business by occupation, resident of South Baluchar, Marwari Patty Lane, P.S. English Bazar, Post Office Malda, PIN 732101, West Bengal--- hereinafter called the **"LAND OWNER"/ "FIRST PARTY"**(which expression shall mean and include unless excluded by or repugnant to the context his legal heirs, successors in interest and assigns) of the **ONE PART**.

A N D

M/S. PRM REAL ESTATE PRIVATE LIMITED (having PAN AACCV4148F and CIN U70101WB2007PTC112485)an existing company governed by the provisions of the Companies Act, 2013, having its registered office on the 4th Floor, Jeevandeep Building, Saluagara, through its authorized signatory **Mr. UMANG MITTAL** (having PAN BUWPM9088F and Aadhaar No. 9441 0996 0568) S/o. Sri Prem Kumar Agarwal, an Indian citizen, by faith Hindu, by occupation business, resident of Shanti Warehousing Complex, 3rd Mile Sevoke Road, Siliguri, Post Office Salugara, Police Station Bhaktinagar, District Jalpaiguri, PIN 734008 ---- hereinafter referred to as the **"DEVELOPER"/"SECOND PARTY"** (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, successors in office, legal representatives, executors, administrators and permitted assignees) of the **OTHER PART**.

WHEREAS One Anil Kumar Dutta was the sole, absolute and recorded owner of Land measuring 85 (eighty-five) decimal, being an entirety of L.R. Dag No.1031, recorded under L.R. Khatian No. 231, in Mouza Sahapur, J.L. No. 110, Police Station Malda, Sub Registration Office Malda, District Malda.

WHEREAS said Anil Kumar Dutta died *intestate*, leaving behind surviving his wife Shoba Dutta and only son Subhankar Dutta as his only legal heirs and successors jointly and in equal share inherited the right, title and interest of the said Late Anil Kumar Dutta's Property.

AND WHEREAS by a Deed of Sale in the Bengali language "*KhosKobalaDali*" dated 28th January 2022, registered in the office of the District Sub Registrar, Malda, recorded in Book I, Volume No. 0901-2022, pages from 25006 to 25025, being No. 090101503 for the year 2022 said Shoba Dutta and Subhankar Dutta

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jointly sold conveyed and transferred their share of Land measuring 42.50 decimal, more or less, being a portion of L.R. Dag No. 1031 recorded under L.R. Khatian No.231, in Mouza Sahapur, J.L. No. 110, Police Station Malda, Sub Registration Office Malda, District Malda to one Jay Chand Chitlangia.

AND WHEREAS by another Deed of Sale in the Bengali language "*KhosKobalaDali*" dated 25th March 2022, registered in the office of the District Sub Registrar, Malda, recorded in Book I, Volume No. 0901-2022, pages from 106070 to 106082, being No. 090104931 for the year 2022 said Shoba Dutta and Subhankar Dutta jointly sold conveyed and transferred their share of Land measuring 42.50 decimal, more or less, being a portion of L.R. Dag No. 1031 recorded under L.R. Khatian No.231, in Mouza Sahapur, J.L. No. 110, Police Station Malda, Sub Registration Office Malda, District Malda to one Jay Chand Chitlangia.

AND WHEREAS said Jay Chand Chitlangia became the sole and absolute owner of 85 decimal land, being an entirety of L.R. Dag No.1031 simultaneously mutated his name in the present L.R. records under L.R. Khatian No. 3745.

AND WHEREAS One Debjani Choudhury was the sole, absolute and recorded owner of Land measuring 60 (sixty) decimal, being an entirety of L.R. Dag No.1030, recorded under L.R. Khatian No. 1599, in Mouza Sahapur, J.L. No. 110, Police Station Malda, Sub Registration Office Malda, District Malda.

AND WHEREAS by a Deed of Sale in the Bengali language "*KhosKobalaDali*" dated 15th June 2010, registered in the office of the District Sub Registrar, Malda, recorded in Book I, CD Volume No. 17, pages from 2872 to 2880, being No. 06229 for the year 2010 said Debjani Choudhury sold conveyed and transferred her share of Land measuring 39.50 decimal, more or less, being a portion of L.R. Dag No. 1030 recorded under L.R. Khatian No. 1599, in Mouza Sahapur, J.L. No. 110, Police Station Malda, Sub Registration Office Malda, District Malda along with other landed property to one Jay Chand Chitlangia and Sanjay Chitlangia.

AND WHEREAS in the above circumstances, Jay Chand Chitlangia and Sanjay Chitlangia became the joint owners of 39.50 decimal land in L.R. Dag No.1030. They duly mutated their names in the present L.R. Records under L.R. Khatian Nos.1674 & 1675, respectively.

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AND WHEREAS by a Gift Deed in Bengali language "*DanpatraDali*" dated 12th August, 2022, registered in the office of the District Sub Registrar, Malda, recorded in Book I, Volume No.0901-2022, pages from 259235 to 259246, being No.090114477 for the year 2022 said Sanjay Chitlangia gifted his share of land measuring 19.75 decimal, more or less, being a portion of L.R. Dag No. 1030 recorded under L.R. Khatian No. 1675, in Mouza Sahapur, J.L. No. 110, Police Station Malda, Sub Registration Office Malda, District Malda along with other landed property to his brother Jay Chand Chitlangia.

AND WHEREAS in the above circumstances said First Party/ Land Owner become the sole and absolute owner in possession of all that piece or parcel of land measuring 124.50 decimal under L.R. Khatian Nos. 3745, 1674 & 1675.

AND WHEREAS the First Party **MR. JAY CHAND CHITLANGIA** being the owner of land measuring about 115.87 Decimal entered into a Registered Development Agreement with Second Party **M/S. PRM REAL ESTATE PRIVATE LIMITED** authorizing the it to Build/Construct a Residential Cum Commercial Building on the entire land which was registered at the office of District Sub-Registrar, Malda, recorded in Book No. I, Volume No. 0901-2022, Pages 317587 to 317621, Being Document No. 090115946 for the year 2022.

AND WHEREAS after the execution of the above mentioned Development Agreement First Party hereof **MR. JAY CHAND CHITLANGIA** duly got his name recorded in L.R. Khatian No. 1674 in respect of Lnad measuring 19.50 Decimal of L.R. Plot No. 1030 (which was recorded in the name of Sanjay Chitlanhia, being L.R. Khatian NO. 1675) of Mouza-Sahapur in the District of Malda.

AND WHEREAS after the execution of the above mentioned Development Agreement First Party hereof **MR. JAY CHAND CHITLANGIA** also acquired land measuring 10 Decimal appertaining to forming part of L.R. Plot No. 1032/1207, recorded in L.R. Khatian No. 1477 of Mouza-Sahapur in the District of Malda by virtue of Deed of exchange executed between First Party hereof **MR. JAY CHAND CHITLANGIA** and **RANJIT SARKAR** and registered at the office of Additional District Sub-Registrar, Malda and recorded in Book No. I, Volume No. 0902-2022, Pages 288787 to 288800, Being Document No. 090212302 for the year 2022 also got the same mutated and got his name recorded in L.R Khatian No. 4069 of Mouza-Sahapur in the District of Malda.

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Jay Chand Chitlangia

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AND WHEREAS the land acquired by the First Party hereof **MR. JAY CHAND CHITLANGIA** vide Deed No. 090212302 for the year 2022 is adjacent to the land (which First Party hereof enter into Development Agreement with Second Party hereof). That the First Party hereof approached & offered to the Second Party hereof to carry on the Development work in the land as more fully described in the Schedule Below along with the previous agreed area of land by amalgamating both the schedule land as mentioned herein in same terms and condition.

AND WHEREAS the Second Party hereof **M/S. PRM REAL ESTATE PRIVATE LIMITED** finding the offer made by the First Party Suitable & Profitable agreed to Develop the land as more fully described in the Schedule below in same terms and condition as mentioned in previously Development Agreement being No. 090115946 for the year 2022.

NOW THIS INDENTURE/AGREEMENT FOR DEVELOPMENT WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

ARTICLE 1, DEFINITIONS

LAND OWNER: Shall mean **MR. JAY CHAND CHITLANGIA**.

DEVELOPER: Shall mean the aforesaid **PRM REAL ESTATE PRIVATE LIMITED**, a Private Limited Company.

BUILDING: This shall mean a multistoried residential Building to be constructed on the said Land in accordance with the Building Plan prepared, which the respective regulatory authority shall approve.

COMMON FACILITIES AND AMENITIES: Shall mean corridors, stairways, passageways, approach roads, lifts provided by the Developer, pump room, tube well, overhead tank, water pump, generator room, fire protection, transformer and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment maintenances and management of the Building.

SALEABLE SPACE: This shall mean the Space in the Building available for independent use and occupancy after making the provisions for common facilities as aforesaid and Space required for car parking.

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LAND OWNER'S ALLOCATION: Shall mean sale proceeds as detailed herein below of the proposed Building together with the undivided proportionate right, title, interest in the Land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon the construction of the said Building including proportionate car parking space at the ground floor.

- a. For the commercial portion fifty percent 50 % of the Commercial Sanctioned area of the space/units comprised in the Project.
- b. For the residential portion if the space/units are sold at the rate of Rs. 5,000/- or above per Sq. Ft. then forty percent (40%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.
- c. And if the residential portion or Space is sold below Rs. 5,000/- per Sq. Ft. then thirty-five percent (35%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.

DEVELOPER'S ALLOCATION: Shall mean remaining sale proceeds as detailed herein below of the proposed Building together with the undivided proportionate right, title, interest in the Land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon the construction of the said Building including proportionate car parking space at the ground floor.

- a. For the commercial portion, fifty percent 50 % of the Commercial Sanctioned area of the space/units comprised in the Project.
- b. For the residential portion, if the space/units are sold at Rs. 5,000/- or above per Sq. Ft. then sixty percent (60%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.
- c. And if the residential portion or Space is sold below Rs. 5,000/- per Sq. Ft. then sixty-five percent (65%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.

RIGHT TO CONSTRUCT ON THE ROOF: in case permission from the appropriate authority can be obtained for further construction on the Roof of the multistoried Building, the rights will be shared in the same proportion among the parties.

ARCHITECT(S): shall mean the person or persons the Developer may appoint for designing and planning the said Building.

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ARTICLE - II, LAND OWNER'S REPRESENTATION

1. The said Land is not vested under the Urban Land (Ceiling and Regulation) Act, 1976.
2. The Land Owner/First Party is the sole and absolute owner of the entire landed property; since then, it has been in peaceful possession of the said landed property.
3. The Land Owner has a clear, reasonable, marketable title in respect of the said landed property, and the same is free from all encumbrances, charges, liens, lispendences, attachment and trust whatsoever or howsoever.
4. That except the First Party, nobody else has any right, title, interest, claim or demand into or upon the said landed property or any part or portion thereof.
5. That no suit or legal proceeding is pending before any court/courts, nor there is any threat of any legal proceeding being initiated against the First Party/ Land Owner in respect of the entirety of the said landed property on any account whatsoever or howsoever.
6. That in case if in future any dispute or litigation arises or is found pending for the Land as more fully described in the Schedule below, the same shall be settled by the First Party/Land Owner at its own cost, and the Second Party shall co-operate and assist the First Party in doing so. Still, the Second Party shall not make any expenditure in doing so.
7. That the First Party/ Land Owner has not entered into any agreement for sale, transfer, or development nor has created any interest of third Party into or upon the said premises or any part or portion thereof before entering this Agreement for Development.
8. The Developer shall hand over all documents, plans, etc. to the Land Owner after completion of the Building.

ARTICLE - III, DEVELOPER'S RIGHT

1. The Land Owner hereby grants, subject to what has been hereinafter provided, the exclusive right to the Developer to build, construct, erect and complete the said Building comprising residential flats and parking to the public for their residence purpose by entering into agreements for

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sell and transfer and construction in respect of the all the saleable Space in accordance with the plan sanctioned by the appropriate authorities with or without amendment and modification made or caused by the Developer with the approval of the Land Owner at its own costs.

2. The Developer shall be entitled to prepare, modify or alter the plan with the Land Owner's written (electronic or otherwise) approval and to submit the same to the appropriate authorities in the name of the Land Owner.
3. The Developer shall be entitled absolutely to its respective Space & areas and shall be at liberty to deal therewith in any manner it deems fit and proper subject to the general restrictions for mutual advantage inherent in the ownership of the residential unit, parking, etc. It will also be at liberty to enter into an Agreement for the sale of all the areas, receive an advance and complete consideration for the area, and remit the shareowners to them.
4. The Land Owner will execute and register a **GENERALPOWER OF ATTORNEY** in favour of the Developer or any of its Director(s) representing the Developer for the sale of the entire saleable Space by the Developer.
5. The developer is fully authorized to develop the land described above by constructing several multistoried buildings on the below schedule land. The Developer is also entitled to enter into Agreement to sale with intended purchaser/s and receive the advance money and other payments there from at any stage.
6. That the Second Party/Developer hereof shall also be solely and absolutely entitled and duly authorized to register itself as the promoter under the prevalent laws, if and as applicable, and for that to sign execute and deliver all applications, forms, documents, papers, etc.
7. That the Second Party shall be solely liable and responsible for settling all the issues and disputes related to the construction of buildings at its own cost. All the construction hazards, including the workers issues shall be settled by the Second Party at its own costs and expenses.

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ARTICLE – IV. BUILDING CONSIDERATION

1. That the Developer shall pay a sum of Rs. 1,00,000/- (Rupees One Lakh only) to the Land Owner as interest-free refundable security deposit hereof for settlement of all personal liabilities and claims in relation to the below schedule property (if any) and the same shall be adjusted by the Developer from the sale proceed of the Land Owner.
2. That the sum described above of Rs. 1,00,000/- (Rupees One Lakh only) shall be paid by the Developer to the Land Owner on or before the execution of these present or in future date as decided by the parties amicably.
3. That the Developer shall make all further Payment as mentioned in the Development Agreement, being Document No. 090115946 for the year 2022 registered at the office of District Sub-Registrar, Malda.
4. In consideration of the Payment of the share of the land owner to him, the Land Owner has agreed to permit the Developer to sell all the saleable Space as allocated residential flats, parking space and other saleable units/premises of the said Project and construct, erect and complete the Building on the said Land.
5. The Developer agrees to obtain all necessary permissions and/or approvals and/or consents from necessary statutory bodies at their own costs.
6. To bear all reasonable costs, charges and expenses for construction of the Building at the said premises.

ARTICLE – V. LAND OWNER'S ALLOCATION

1. **LAND OWNER'S ALLOCATION:** Shall mean sale proceeds as detailed herein below of the proposed Building together with the undivided proportionate right, title, interest in the Land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon the construction of the said Building including proportionate car parking space at the ground floor.
 - a. For the commercial portion fifty percent 50 % of the Commercial Sanctioned area of the space/units comprised in the Project.
 - b. For residential portion if the space/units sold at the rate of Rs. 5,000/- or above per Sq. Ft. then forty percent (40%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.

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- c. And if the residential portion or Space sold at the rate below Rs. 5,000/- per Sq. Ft. then thirty five percent (35%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.
2. The Developer shall construct, erect and complete at its own costs the entire common facilities and amenities for the said Building by using industrially acceptable standard quality materials specified for construction purposes for which Land Owner hereof has no liability of any nature whatsoever.
3. The Developer shall have no right or claim for payment or reimbursement of any costs, expenses or charges incurred towards construction of the undivided proportionate share in common facilities and amenities.

ARTICLE – VI. DEVELOPER’S ALLOCATION

1. In consideration of the above, the Developer shall be entitled to:
 - a. For commercial portion fifty percent 50 % of the Commercial Sanctioned area of the space/units comprised in the Project.
 - b. For residential portion if the space/units sold at the rate of Rs. 5,000/- or above per Sq. Ft. then sixty percent (60%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.
 - c. And if the residential portion or Space sold at the rate below Rs. 5,000/- per Sq. Ft. then sixty five percent (65%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.
2. The Developer shall be entitled to enter into Agreement for assigning the leasehold right/sell and transfer purpose and to receive and collect all moneys in respect thereof and it is hereto expressly agreed by and between the parties hereof that to enter into such Agreement it shall not be obligatory on the part of the Developer to obtain any further consent of the First Party/ Land Owner and this Agreement by itself shall be treated as consent by the Land Owner and comply with all other obligations of the Developer to the Land Owner under this Agreement. It is further agreed that the First Party/ Land Owner shall be a party in the deed of conveyances to be executed by the Developer and the Developer will be a confirming party in all such deeds.



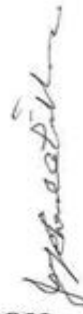
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Authorised Signatory**ARTICLE – VII. THE LAND OWNER'S OBLIGATION**

1. That the Land Owner is entitled to:
 - a. For the commercial portion fifty percent 50 % of the Commercial Sanctioned area of the space/units comprised in the Project.
 - b. For residential portion if the space/units sold at the rate of Rs. 5,000/- or above per Sq. Ft. then forty percent (40%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.
 - c. And if the residential portion or Space sold at the rate below Rs. 5,000/- per Sq. Ft. then thirty five percent (35%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.

As detailed above of the proposed Building and the Developer is also entitled to the entire sale proceeds as detailed above in the Building as per sanctioned plan duly sanctioned by the appropriate/competent authority.

2. That the Land Owner/First Party shall not demand for any payment apart from that mentioned in this indenture whatsoever and any liability on part of the Land Owner such as P.T., I.T. and/or any other kind of personal liability to clear the said property shall be borne solely by the Land Owner.
3. That the Land Owner shall co-operate and arrange to hand over the vacant possession of the said landed property after clearing all kinds of disputes if any, with whomsoever.
4. That the Land Owner shall co-operate for the plan's renewal and get it sanctioned from the respective authority at the Developer's cost.
5. That in case of any dispute or obstructions in respect of title and / or possession of the below scheduled Land, before/during/post construction, the Developer shall take all necessary measures to resolve it and the Land Owner shall co- operate in any manner to resolve the same at the cost of the Land Owner. Any delay in Project due to such dispute or obstructions shall not be considered as delay in the part of the Developer in the completion of the Project.



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ARTICLE – VIII, THE DEVELOPER’S OBLIGATION

1. That the Land Owner will be entitled to
 - a. For commercial portion fifty percent 50 % of the Commercial Sanctioned area of the space/units comprised in the Project.
 - b. For residential portion if the space/units sold at the rate of Rs. 5,000/- or above per Sq. Ft. then forty percent (40%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.
 - c. And if the residential portion or Space sold at the rate below Rs. 5,000/- per Sq. Ft. then thirty five percent (35%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.

As detailed above, the Developer is entitled to the rest of the sale proceeds in the Building as per sanctioned plan duly sanctioned by the Competent Authority.

2. The Developer shall construct such maximum area as can be constructed on the said Land permissible under the building rules and regulations and bye-law of the authority concerned and in conformity with the sanctioned plan as aforesaid.
3. The Developer shall indemnify and keep the Land Owner saved, harmless and indemnified in respect of any reasonable loss, damage, costs, claims, charges and proceedings that may arise in pursuance hereto including all claims or demand that may be made due to anything done by the Developer during demolition and construction of the new Building and/or buildings, including claims by the Land Owner of adjoining properties, for damage to their buildings, all claims and demand of the suppliers, contractors, workmen and agents of the Developer on any account whatsoever, including any accident or other loss, any demand and/or claim made by the Land Owner of the Developer’s area and any action taken by the corporation and/or any other authority for any illegal or faulty construction or otherwise of the new Building and the Developer shall also indemnify and keep the Land Owner indemnified in respect of all reasonable costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done by the Developer, in pursuance of the authorities granted as aforesaid.

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4. That the Land Owner shall hand over all documents, building plans and other related documents, etc. to the Developer after the completion of Building, if in future Land Owner requires the same it shall be provided by the Developer.
5. That henceforth all documentation and plan renewal with all relevant legal costs with respect to the development of the landed property mentioned herein, to be borne by the Developer which will be excluded from Land Owner's entity.
6. That the Developer shall construct the multistoried Building/tower(s) in appropriate order (as per the building plans sanctioned by competent authorities) and shall use standard quality of materials. The quality of materials shall be such as may be recommended by the Architect from time to time and such recommendation of the Architect shall be acceptable to the parties hereto.
7. That the Developer at its own cost and expenses shall obtain connections for water, electricity, fire, drainage, sewerage, security system for common areas, landscaping and other inputs utilities and facilities (both temporary and permanent) from State, Central Government authorities, statutory or other bodies as required for construction, use and enjoyment of the buildings. The said connection may be in the name of the Developer and/or the Land Owner and/or both of them.
8. The Second Party/Developer shall be solely liable and responsible for looking after, supervising, managing, and administering the progress and day-to-day work of construction of the proposed multistoried buildings and towers.
9. That the Second Party shall be solely liable and responsible to settle all the issues, disputes related to construction of buildings at its own cost. All the construction hazards including the workmen issues shall be settled by the Second Party at its own cost and expenses.
10. That the Developer shall complete all the common areas requisites such as fire, septic tanks, common bathroom, parking lots, common electricity, flooring, plumbing and water (for common), exterior painting works, boundary wall and common roads and passages, etc.



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11. That in case of any dispute or obstruction before/ during/ post construction, the Developer shall take all necessary measures to resolve it and the Land Owner shall co-operate in any manner to resolve the same.

ARTICLE IX - POWER OF ATTORNEY

1. The Land Owner shall sign, execute and register one General Power of Attorney in favor of the Developer or any of its Directors representing the Developer for (a) compliance with the obligations on the part of the Developer to be observed, fulfilled and performed hereunder, (b) the proper and uninterrupted exercise of implementing the rights and authorities granted or intended to be granted to the Developer hereunder (including those relating to sell, Lease, conveyance or otherwise transfer of the saleable units, areas, spaces of the buildings to be constructed) with provision of remitting of their shares in sale proceeds to them.
2. It is further understood that to facilitate the construction of the new Building and buildings by the Developer, various deeds, matters, and things not herein specified may be required to be borne by the Developer and for which the Developer may need the authority of the Land Owner and various applications and documents may be required to be signed or made by the Land Owner from time to time relating to which specific provisions may not have been mentioned herein and the Land Owner hereby agrees to do at the costs and expenses of the Developer all such acts, deeds, matters and things and execute such applications, papers and such further/ additional power of attorney and/or authorization as may be required by the Developer.
3. The Land Owner agrees not to revoke the power of attorney granted unconditionally by the Land Owner for the purpose and as herein contained during the subsistence of this Agreement not prejudicial to the original contents of the Agreement.

ARTICLE - X CONSTRUCTION

1. The Developer shall be solely and exclusively responsible for construction of the said Building.

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2. The construction shall be completed within 5 (five) years from the date of receipt of sanction of the building plan by competent authorities (subject to force majeure). After the expiry of such five years (60 months for the signing of the Agreement), if the construction has not been completed, due to faults attributable to the Developer, the Developer/2nd party shall be liable to pay a sum of Rs. 20,00,000 (Rupees twenty lakhs only) each month for every month of delay as compensation for such delay. Such compensation will be payable on the first day of each month after the expiry of the above-mentioned 60 months.
3. Further, it is agreed between the Parties that the compensation for the first ten months shall be adjusted from the security deposit, which has been deposited by the 2nd Party to the first Party.
4. Further, it has been agreed between the parties that if the construction has not finished post, the completion of the abovementioned extension of 10 months or the exhaustion of the security deposit, this Agreement will stand terminated.
5. It has been further agreed between the Parties that if such termination happens, then the following shall happen :-
 - a) Subject to the above, the Developer shall submit a complete investment schedule as to date to the Land owner reflecting work undertaken that is allocable to the terminated portion of the contract. The investment schedules shall be submitted within 120 days from the effective date of termination unless otherwise extended by the Landowner based on a written justification to support the extension.

Audit of settlement proposal.

The Landowner shall submit the settlement proposal to the appropriate audit agency for review.

Final settlement.

The Landowner shall proceed with the settlement and execution of a settlement agreement upon receipt of the audit report.

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The final settlement agreement may include all demands of the Government and proposals of the Developer under the terminated contract. However, no amount shall be allowed for any item of cost disallowed by the Government, nor for any other item of cost of the same nature.

If an overall settlement of costs is agreed upon, Agreement on each element of cost is not necessary. If appropriate, differences may be compromised and doubtful questions settled by Agreement. An overall settlement shall not include costs that are clearly not allowable under the terms of the contract.

That the Architects and engineers so appointed shall be the deciding authority for the quality of the materials used in construction and the construction work. They shall also be authorized to declare whether the residential premises are fit for possession or not.

To comply by all the promises made to the purchasers, intended purchasers of the units and in case the Developer fails to comply with the same, it shall bear proportionate expenses so incurred to comply with the promises made.

ARTICLE – XI SALE PROCEEDS

1. Accordingly, the Land Owner shall be entitled to
 - a. For commercial portion fifty percent 50 % of the Commercial Sanctioned area of the space/units comprised in the Project.
 - b. For residential portion if the space/units sold at the rate of Rs. 5,000/- or above per Sq. Ft. then forty percent (40%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.
 - c. And if the residential portion or Space sold at the rate below Rs. 5,000/- per Sq. Ft. then thirty five percent (35%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.
2. And the Developer shall be entitled to
 - a. For commercial portion fifty percent 50 % of the Commercial Sanctioned area of the space/units comprised in the Project.
 - b. For residential portion if the space/units sold at the rate of Rs. 5,000/- or above per Sq. Ft. then sixty percent (60%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.

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- c. And if the residential portion or Space sold at the rate below Rs. 5,000/- per Sq. Ft. then sixty five percent (65%) of the sale proceeds of the residential sanctioned area of the units comprised in the Project.
3. The undivided proportionate right, title and interest in the Land and common facilities and amenities and common portion of the said Building and the open Space shall exclusively belong to the Land owner and the Developer contained herein.
 4. The Land Owner and Developer shall be entitled to transfer or otherwise deal with the Building and share the sale proceeds in between themselves.
 5. That the payment of the Land Owner's sale proceeds received by the Developer in the form of advances, installments and/or full payment in connection with the said Building (s), to be transferred to a joint venture account (escrow account). The respective share of sale proceeds of the land owner shall be settled on a monthly basis.

ARTICLE – XII, BUILDING

1. The Developer shall at its own cost construct, erect and complete the Building and common facilities and amenities at the said premises in accordance with the sanctioned plan as aforesaid with good and standard materials as may be specified by the Architect from time to time.
2. Subject as aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto. The Land Owner may inspect the site during the construction period (but only in the presence of authorized representative[s] of the Developer) and may suggest any variation and/or regarding quality of material.
3. The Developer shall erect in the said Building at its own costs as per specification and drawings provided by the Architect, pump, tube well, water storage tanks, lift, overhead reservoirs, septic tank, electrification, generators, permanent electric connection and until permanent electric connection is obtained, temporary electric connection shall be provided and other facilities as are required to be provided in a residential building and constructed spaces for sell and/or lease of constructed Space therein on ownership basis.

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4. The Developer shall be authorized in the name of the Land Owner in so far as necessary to apply and obtain quotations, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the Land Owner for the construction of the Building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the Building and other inputs and facilities required for the construction or enjoyment of the Building or buildings for which purpose the Land Owner shall execute in favour of the Developer representing the Developer, a general power of attorney as shall be required by the Developer without incurring any liability to the Land Owner.
5. The Developer shall at its own cost and expenses construct and complete the building and various units and/or apartments herein accordance with the sanctioned building plans and amendments thereto or modification thereof made or caused to be made by the Developer.
6. All costs, charges and expenses including reasonable Architect's fees shall be paid, discharged and borne by the Developer and the Land Owner shall have no liability in this context.
7. That after the construction of the Building, the Developer hereof shall, at its own cost and expenses, install a transformer and generator in the Building, and the Land Owner shall have no liability for the same.
8. The Developer shall provide at its own cost supplying electricity, main switch, socket, etc. water pipeline, sewerage connection in the proposed Building.

ARTICLE XIII COMMON FACILITIES

1. The Land Owner shall pay and bear the property taxes and other dues and outgoing of the said Building according to dues. Thereafter respective purchasers of spaces shall bear the same proportionately.
2. As and from the date of service of the letter of possession in respect of the new building/construction, the Land Owner and the Developer shall be responsible for paying and bearing the service charges for the common facilities in the Building payable in respect of the proposed Building and the said charges shall include a proportionate share of

Jayesh Kumar

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premises for insurances of the building, water, fire and scavenging charges and taxes, light, sanitation and lift maintenance, operation, repair and renewal charges for bill collection, maintenance of the common facilities, renovation, replacement, repair and renewal costs and expenses for the Building and the common wiring, pipes, lifts, electrical and pumps, motors and other electrical and mechanical installations, applications and equipment, stairways, corridors, passageways, and other common facilities whatsoever as may be mutually agreed from time to time.

ARTICLE – XIV LEGAL PROCEEDINGS

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as the constituted attorney of the Land Owner to defend all actions, suits and proceedings which GOD FORBID may arise in respect of the development of the said premises, and all costs, charges and expenses incurred for that purpose with the approval of the Land Owner shall be borne and paid by the Developer specifically may be required to be done by the Developer and for which Developer may need the authority of the Land Owner's application, and other documents may be required to be signed of made by the Land Owner relating to which specific provisions may not have been mentioned herein.
2. The Land Owner hereby undertakes to do all such acts, deeds, matters, and other things that may be reasonably required to be done in the matter, and the Land Owner shall execute authorizations as may be required by the Developer for the purpose. The Land Owner also undertakes to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds and things do not in any way infringe of the rights of the Land Owner and/or go against the spirit of this Agreement.
3. It is hereby expressly agreed by and between the parties hereto that Land Owner shall be liable and responsible to make good the title and/or possession in case any dispute arises relating to the title and/or possession of the below schedule land and to defend all actions, suits and proceedings which GOD FORBID may arise in respect of the said Land on which the Building is to be constructed.

Jyoti Chelani

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4. Any notice required to be given by the Developer shall without prejudice to any other mode of service available deemed to have been served on the Land Owner if delivered by hand with due acknowledgement at the residence of the Land Owner and shall likewise be deemed to have been served on the Developer by the Land Owner if delivered by hand or sent by pre-paid registered post to the registered office of the Developer.
5. Both the Developer and the Land Owner shall frame a scheme for the management and administration of the said Building or buildings and/or common parts thereof. The Land Owner hereby agrees to abide by all the rules and regulations, as such, management, society/ association/ holding organization do hereby give their consent to comply with the same.
6. The name of the Building shall be any name as decided by the Developer.
7. The Land Owner hereby assures the Developer that there is no existing agreement regarding the development or sale of the said Land and that all other Agreements, if any, before this Agreement have been cancelled. The Land Owner agrees to indemnify and keep indemnified the Developer against any or all claims made by any third party in respect of the said premises.

ARTICLE – XV. FORCE MAJEURE

The parties hereto shall not 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 duty during the duration of the force majeure.

The Developer shall not be liable nor responsible for any loss or damage caused by the Act of GOD or on happening of anything/act beyond its reasonable control, despite constructing the Building with seismic design or standard quality materials with proper supervision of the Developer.

Force Majeure shall mean flood, earthquake, riot, war storm, tempest, civil commotion, strike, lockout, air raid, fire, lightning, acid rain, accident, hurricane, explosions, terrorist activities, pandemic, lockdown, curfew,



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imposition of orders under section 144 of the Code of Criminal Procedure, sealing of premises by any statutory authorities, insurrections, embargoes or blockages, and/or any court order or injunction restraining the construction of the Building (s) at the said property (not occasioned at the instance of the Developer) and/or changes in any municipal or other rules and laws relating to sanction of plans after the same is submitted for sanction, etc.

ARTICLE - XVI. ARBITRATION

All disputes and/or differences by and between the parties arising out of or relating to any of the provisions hereof shall be referred for arbitration. A sole arbitrator will be appointed mutually by both parties and adjudicated under the (Indian) Arbitration and Conciliation Act, 1996 with an amendment or modification thereof. The seat and venue of arbitration will be at Malda District.

Such sole arbitrator shall decide on the disputes and give his/her verdict within fifteen (15) days from the date of issue of notice of such dispute. The arbitral procedure shall be conducted in English, and any award(s) shall be rendered in English. The procedural law of arbitration shall be Indian law. The parties shall bear the cost of arbitration proceedings on an equal sharing basis, per the arbitration award(s).

ARTICLE - XVII. JURISDICTION

The original civil jurisdiction of the Hon'ble District Court at Malda shall have jurisdiction to entertain, try and determine all actions and suits (including the arbitration proceedings) arising out of this Agreement.

ARTICLE - XVIII. SEVERABILITY

The parties hereto agree that if at any time, any of the clauses, terms, conditions and or provisions of this Agreement is declared to be invalid or unenforceable under the applicable law or directions or orders of any judicial or other competent authority, this Agreement shall continue to be in force in respect of the other clauses, as if such invalid/ unenforceable clauses, terms and conditions were never in existence.

Jayesh Chandra

ARM REAL ESTATE PVT. LTD.

[Signature]
Authorised Signatory

ARTICLE - XIX, COSTS

The parties shall bear their costs and expenses in relation to the preparation, execution, registration, administration, modification and amendment of this Agreement. The stamp duty and registration charges payable in connection with this Agreement shall be equally borne by the parties hereto.

ARTICLE - XX, COUNTERPARTS

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

SCHEDULE

All that piece or parcel of Land measuring 10 Decimal in L.R. Dag No. 1032/1207, recorded in L.R. Khatian No. 4069 of Mouza Sahapur, J.L. No. 110, P.S. Malda, within the District of Malda.

The Land is butted and bounded as follows:-

- NORTH : LAND OF PRASANTA KUMAR PAL & SEEMA KUNDU
- EAST : LAND OF OWNER
- SOUTH : LAND OF OWNER
- WEST : PWD ROAD

IN WITNESSETH WHEREOF THE PARTIES HAVE HEREUNTO SET & SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THIS THE DAY, MONTH & YEAR FIRST ABOVE MENTIONED.

WITNESSES

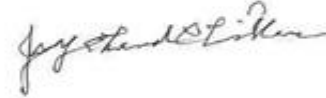
EXECUTANTS

1. Mohi Aggarwal

S/O - Kishan Gopal Aggarwal

A/D - Bangalore Road - Uttaranchal Dahanu

Katigagan



(FIRST PARTY)

2. Amit K. Saha

S/O Bhim Pal Saha

Mitrapally

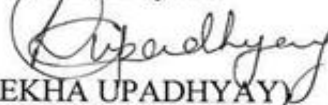
Siliguri.

PRM REAL ESTATE PVT. LTD.

Authorized Signatory

(SECOND PARTY)

Drafted by me.



(REKHA UPADHYAY)
ADVOCATE / SILIGURI

Reg. No. F/1308/1291/2014

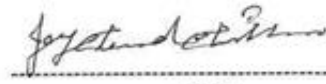
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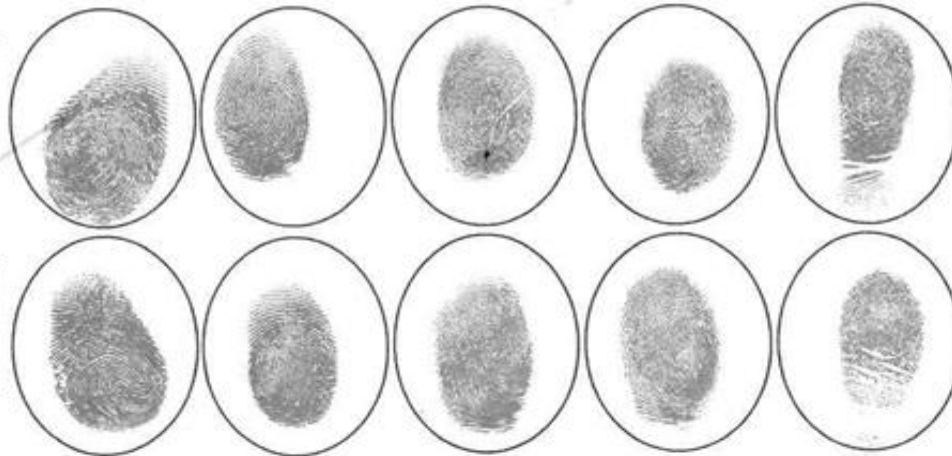
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PRM REAL ESTATE PVT. LTD



Authorised Signatory

SIGN

Major Information of the Deed



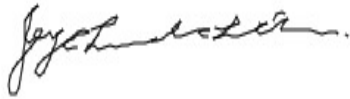
Deed No :	I-0901-00691/2023	Date of Registration	13/01/2023
Query No / Year	0901-2000087551/2023	Office where deed is registered	
Query Date	10/01/2023 6:17:12 PM	D.S.R. MALDA, District: Malda	
Applicant Name, Address & Other Details	RAJESH KUMAR AGARWAL S.P. MUKHERJEE ROAD, KHALPARA, SILIGURI, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734005, Mobile No. : 9734071122, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 1,00,000/-	Rs. 63,96,921/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,001/- (Article:48(g))	Rs. 1,039/- (Article:E, B)		
Remarks			

Land Details :

District: Malda, P.S:- Malda, Gram Panchayat: SAHAPUR, Mouza: Sahapur, JI No: 110, Pin Code : 732101

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1032/1207 (RS :-)	LR-4069	Commercial	Danga	10 Dec	1,00,000/-	63,96,921/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
Grand Total :					10Dec	1,00,000 /-	63,96,921 /-	

Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr JAY CHAND CHITLANGIA (Presentant) Son of KEDAR NATH CHITLANGIA Executed by: Self, Date of Execution: 22/12/2022 , Admitted by: Self, Date of Admission: 13/01/2023 ,Place : Office	 13/01/2023	 LTI 13/01/2023	 13/01/2023

SOUTH BALUCHAR, MARWARI PATTY LANE,, City:- Not Specified, 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.:: ACxxxxxx7C, Aadhaar No: 34xxxxxxxx5776, Status :Individual, Executed by: Self, Date of Execution: 22/12/2022 , Admitted by: Self, Date of Admission: 13/01/2023 ,Place : Office

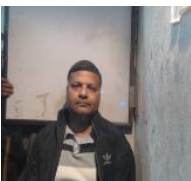

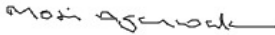
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	PRM REAL ESTATE PRIVATE LIMITED 4TH FLOOR, JEEVANDEEP BUILDING, SALUGARA, City:- Not Specified, 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

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr UMANG MITTAL Son of Shri PREM KUMAR MITTAL Date of Execution - 22/12/2022, , Admitted by: Self, Date of Admission: 13/01/2023, Place of Admission of Execution: Office			
		Jan 13 2023 5:26PM	LTI 13/01/2023	13/01/2023
	SHANTI WAREHOUSING COMPLEX, 3RD MILE, SEVOKE ROAD, SILIGURI, City:- Not Specified, P.O:- SALUGARA, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BUxxxxxx8F, Aadhaar No: 94xxxxxxxx0568 Status : Representative, Representative of : PRM REAL ESTATE PRIVATE LIMITED (as DIRECTOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Shri MOTI AGARWALA Son of KISHAN GOPAL AGARWALA BHANDER ROAD, UTTAR CHIRAIL, KALIAGANJ, City:- Not Specified, P.O:- Kaliaganj, P.S:-Kaliaganj, District:-Uttar Dinajpur, West Bengal, India, PIN:- 733129			
	13/01/2023	13/01/2023	13/01/2023
Identifier Of Mr JAY CHAND CHITLANGIA, Mr UMANG MITTAL			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr JAY CHAND CHITLANGIA	PRM REAL ESTATE PRIVATE LIMITED-10 Dec

Land Details as per Land Record

District: Malda, P.S:- Malda, Gram Panchayat: SAHAPUR, Mouza: Sahapur, JI No: 110, Pin Code : 732101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1032/1207, LR Khatian No:- 4069	Owner:জয়চাঁদ চিৎলাঙ্গিয়া, Gurdian:কেদারনাথ চিৎলাঙ্গিয়া, Address:দক্ষিণ বালুচর ইংরেজবাজার মালদা, Classification:ডাঙ্গা, Area:0.10000000 Acre,	Mr JAY CHAND CHITLANGIA

Endorsement For Deed Number : I - 090100691 / 2023

On 13-01-2023

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

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

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

Presented for registration at 13:35 hrs on 13-01-2023, at the Office of the D.S.R. MALDA by Mr JAY CHAND CHITLANGIA ,Executant.

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 63,96,921/-

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

Execution is admitted on 13/01/2023 by Mr JAY CHAND CHITLANGIA, Son of KEDAR NATH CHITLANGIA, SOUTH BALUCHAR, MARWARI PATTY LANE,, P.O: MALDA, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by Profession Business

Indetified by Shri MOTI AGARWALA, , , Son of KISHAN GOPAL AGARWALA, BHANDER ROAD, UTTAR CHIRAIL, KALIAGANJ, P.O: Kaliaganj, Thana: Kaliaganj, , Uttar Dinajpur, WEST BENGAL, India, PIN - 733129, by caste Hindu, by profession Others

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

Execution is admitted on 13-01-2023 by Mr UMANG MITTAL, DIRECTOR, PRM REAL ESTATE PRIVATE LIMITED (Private Limited Company), 4TH FLOOR, JEEVANDEEP BUILDING, SALUGARA, City:- Not Specified, P.O:- SALUGARA, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008

Indetified by Shri MOTI AGARWALA, , , Son of KISHAN GOPAL AGARWALA, BHANDER ROAD, UTTAR CHIRAIL, KALIAGANJ, P.O: Kaliaganj, Thana: Kaliaganj, , Uttar Dinajpur, WEST BENGAL, India, PIN - 733129, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,039.00/- (B = Rs 1,000.00/- ,E = Rs 7.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 1,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/01/2023 1:36PM with Govt. Ref. No: 192022230252593758 on 13-01-2023, Amount Rs: 1,007/-, Bank: SBI EPay (SBlePay), Ref. No. 4095400168828 on 13-01-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,001/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 9,001/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 28267, Amount: Rs.1,000.00/-, Date of Purchase: 28/09/2022, Vendor name: Jaya Rani Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/01/2023 1:36PM with Govt. Ref. No: 192022230252593758 on 13-01-2023, Amount Rs: 9,001/-, Bank: SBI EPay (SBlePay), Ref. No. 4095400168828 on 13-01-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0901-2023, Page from 41628 to 41657

being No 090100691 for the year 2023.



(Sumanta Dhar) 2023/02/07 05:06:34 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. MALDA

West Bengal.

(This document is digitally signed.)