

4432/23

I 4641/23



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AG 218739

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

04-4-23

Registrar, Malda  
U/s 7(2) of the Registration Act.  
04 APR 2023

*[Handwritten signature]*

PRM REAL ESTATE PVT. LTD.

Director

*[Handwritten signature]*

B-867147/23

**DEVELOPMENT POWER OF ATTORNEY**  
**(AFTER REGISTERED DEVELOPMENT AGREEMENT)**

THIS DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS THE 04<sup>th</sup>  
DAY OF April 2023.

SL. NO. 50303 Date 21, 2, 2023  
PURCHASER Jay Chandel Chitlangla  
Full Address malda.  
Total Value 50/-  
Stamp Purchased from JPG Treasury-1

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



Registrar, Malda  
U/s 7(2) of the Registration Act.  
04 APR 2023

*Jay Chand Chitlangia*  
 PRM REAL ESTATE PVT. LTD.  
 Director

**BY:**

**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 referred and called the "**PRINCIPAL**"

**TO:**

**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, 4<sup>th</sup> 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, herein after referred and called the "**ATTORNEY**"

**KNOW ALL MEN BY THESE PRESENTS** that the abovenamed Principal is the sole, absolute and exclusive owner of all that piece or parcel of land measuring 1.1587 Acre equivalent to 115.87 decimal, more or less, more particularly described in the Schedule given herein below.

**THAT** the Principal have entered into a Development Agreement with **PRM REAL ESTATE PRIVATE LIMITED** executed on 6<sup>th</sup> September, 2022, being Document No.090115946 for the year 2022, entered in Book-I, Volume No.0901-2022, Pages 317587 to 317621, registered in the Office of the District Sub-Register, Malda, for construction of a multistoried building or block-by-block-wise separated residence building for selling/assigning them on an ownership basis to various intending customers/buyers and thereby make profits thereof on the Scheduled land.

**NOW THEREFORE BY THESE PRESENTS**, the Principal, in pursuance of the abovementioned Development Agreements being Document No. 090115946 for the year 2022, does hereby nominate, constitute and appoint abovenamed **PRM**

*Jyoti Chaudhary*  
PRM REAL ESTATE PVT. LTD.  
Director

**REAL ESTATE PRIVATE LIMITED**, represented by one of its Directors MR. UMANG MITTAL, as his true and lawful attorney, in his name and on his behalf to inter-alia, do and perform the following acts, deeds and things particularly in pursuance of the abovementioned Development Agreement on behalf of the Principal in the manner as under.

1. To appear for and represent the Principal before all municipal bodies/corporation, revenue office/s, settlement office/s, before any magistrate and in all courts having civil, criminal, original, appellate, revisional or special jurisdiction, before any Tribunals and/or other authorities and in all govt./semi -govt. department/office and to sign, execute, verify and file plaints, written statements and petitions, and also to present appeals in any court, and to accept services of all summons, notices and other processes of law.
2. To further get the plan, elevations, designs, drawings and specifications prepared and approved from appropriate authority and to sign all papers/documents and to represent with respect to the above in getting the plan sanctioned as well as for obtaining occupation certificate from the authority concerned.
3. To construct the said building thereon as per approved plan and for same store building materials as per requirement, keep guard/chowkidar or any other staff or take other security measures including padlocks.
4. To make, sign and verify all applications or objections to appropriate authorities for all and any license, permission or consent, etc., required by law in connection with the management and development of the Scheduled land.
5. To make payment/deposit of Khazna, installments and/or any other taxes as may be levied with respect to the Scheduled land by the concerned authority/ies.
6. To advertise in the media and/or publish brochure, etc., for sale of the commercial units / parking spaces in the said building, the cost of which shall be borne by the Attorney.

*Jay Chandra Sharma*  
 PRM REAL ESTATE PVT. LTD.  
 Director

7. To sell / lease / transfer by any other manner all the constructed area in the said building in Block or part by part with all right, title, interest and easement thereto and to execute and sign in my behalf all proper documents / sale deeds / lease deeds / other instruments of transfer in this connection and to incorporate assurances in the documents / sale deeds / lease deeds / other instruments of transfer relating to perfectness of the title to the property and to give assurance and to include any indemnity clauses in such deeds and documents as may be necessary.
8. To receive baina/advance money, balance of the consideration amount against sale / lease / transfer through Escrow Bank Account and to give valid receipt/s thereof and discharge the intending purchasers / lessees / transferees from the payment thereof and to admit such receipt/s before the registering authority or any other concerned authority/ies.
9. To receive consideration on the transfer of the constructed area in the said building and to remit / deposit the consideration received on the transfer of the constructed area in the Escrow Bank Account as stipulated in the abovementioned Development Agreements being Document No. 090115946 for the year 2022.
10. To present the documents / sale deeds / lease deeds / other instruments of transfer on our behalf before the registering authority and admit execution thereof and to sign such papers, affidavits, vouchers, documents and registers as may be necessary and do such other things for registration of documents / sale deeds / lease deeds / other instruments of transfer as the said Attorney shall consider necessary for properly and legally conveying the properties to the purchasers / lessees / transferees as fully and effectually in all respect, as the Principal could have done the same by himself.
11. To handover the physical possession of the Saleable Space to the intended buyer/s.
12. To institute, defend and prosecute, enforce or resist any suit or other actions and proceedings, appeals, in any court anywhere within or outside India in its civil, criminal, revenue, revision or before any tribunal or arbitration or industrial court, income-tax and sales-tax authorities, to act and plead, to sign and verify plaints, written statements, petitions and other pleadings, including pleadings under Article 226 of the Constitution of India, and also to present any Memorandum of Appeal, to accept service of summons, notice and other legal processes.

*Jayesh Kumar*  
 PRM REAL ESTATE PVT. LTD.  
 Director

13. To appoint, engage on behalf of the Principal, pleaders, advocates or solicitors whenever the said attorney shall think proper to do so and to discharge and/or terminate his/her or their appointment.
14. To compromise, compound or withdraw cases, and/or to refer to arbitration all disputes and differences.
15. To sign, verify and file applications for execution of decrees or orders of any court.
16. To execute and do all other acts, deeds or things for the assurance of the purchasers / lessees / transferees and/or any other person/s and to apply and appear before any authority/ies for the purpose of giving effect to the transfer of the property/ies with appurtenances, etc. in favour of the purchasers / lessees / transferees and/or any other person/s as may be necessary, appropriate or expedient.
17. To receive delivery of notices issued by court or any department in respect to the said property.
18. To submit/ apply for claim of compensation to the authority concerned if the said land is acquired by the Government.
19. **Be it noted** that this Power of Attorney is being granted in favour of the Attorney without any consideration and no right title and interest is created in favour of the Attorney on the Scheduled land and the said Attorney shall have power to make construction or development work of the new building/Project on the Scheduled land.
20. This Power of Attorney shall remain valid till the completion of the Project on the Scheduled land and/or sale and/or transfer of the constructed areas/units of the Project on the Scheduled land.
21. **AND GENERALLY** the Attorney shall do, as the case may be, all acts, deeds and things, which are necessary for developing the Project on the Scheduled land in the manner aforesaid fully and effectively, and to do all acts incidental and ancillary thereto **AND** the **PRINCIPAL** hereby agree to ratify and confirm all and whatsoever the **ATTORNEY** shall, jointly and/or

  
 PRM REAL ESTATE PVT. LTD.  
  
 Director

- severally, do, execute or perform or cause to be done executed or performed in connection with the development of the Project on the Scheduled land in terms of the said Development Agreement.
22. And generally to do, perform or execute or cause to be done, performed or executed all such further and other acts, deeds and things as and when required or deemed expedient or advised to be done for satisfactorily carrying into effect the powers and authority/ies hereby conferred.
  23. And the Principal, hereby agree, confirm and ratify all such acts, deeds and proceedings done legally and in a bona-fide manner by the said Attorney by virtue of these presents and the same shall be binding on the Principal and be in full force and effect as if the same was done/executed by him.
  24. This Development Power of Attorney does not confer / transfer / assign any title or ownership over the Scheduled land in favour of the Attorney. All and entire rights and interests of title and ownership remain exclusively vested upon the Principal.
  25. **AND** it is clarified that the terms and expressions used herein shall, unless there be something contrary or repugnant to the subject or context, have the meanings assigned to him in the said Development Agreement.

#### SCHEDULE

**ALL THAT** piece and parcel of vacant land measuring 1.1587 Acres equivalent to 125.87 decimal, more or less, forming part of L.R. Dag Nos. 1030 and 1031, recorded in L.R. Khatian Nos. 1674 and 3745 lying and situated in Mouza Sahapur, J.L. No. 110, P.S. Malda, within the District of Malda.

L.R. Plot No.	Total Area in Dag (Dec.)	L.R. Khatian No.	Scheduled Area (Dec.)
1030	60	1674	39.50
1031	85	3745	76.37
<b>Total Area</b>			<b>115.87</b>

IN WITNESSES WHEREOF THE PRINCIPAL AND THE ATTORNEY HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THIS DEVELOPMENT POWER OF ATTORNEY ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

THE CONTENTS OF THIS DOCUMENT HAVE BEEN PERSONALLY GONE THROUGH AND UNDERSTOOD BY THE PRINCIPALS AND THE ATTORNEY HERETO.

WITNESSES:

1.

Mohi Agarwala

S/O Kishan gopal Agarwala

AD - Nataraji Mill Road -  
Chiracid Passa.  
Kaliyaganj, U/D

PRINCIPAL

PRM REAL ESTATE PVT. LTD.

Director

ATTORNEY

2.

Amrit K Sahra

S/O Bhim Pd. Sahra

Sumanth Sarani

Milan Pally (K)

Siliguri - 05

Drafted as per the instructions of the parties hereto and printed in my Office.  
Read over and explained by me.

(REKHA UPADHYAY)  
ADVOCATE / SILIGURI  
Reg. No. F/1308/1291/2014



**FINGER IMPRESSION**

THUMB      FORE FINGER      MIDDLE FINGER      RING FINGER      LITTLE FINGER



LEFT

RIGHT



SIGN

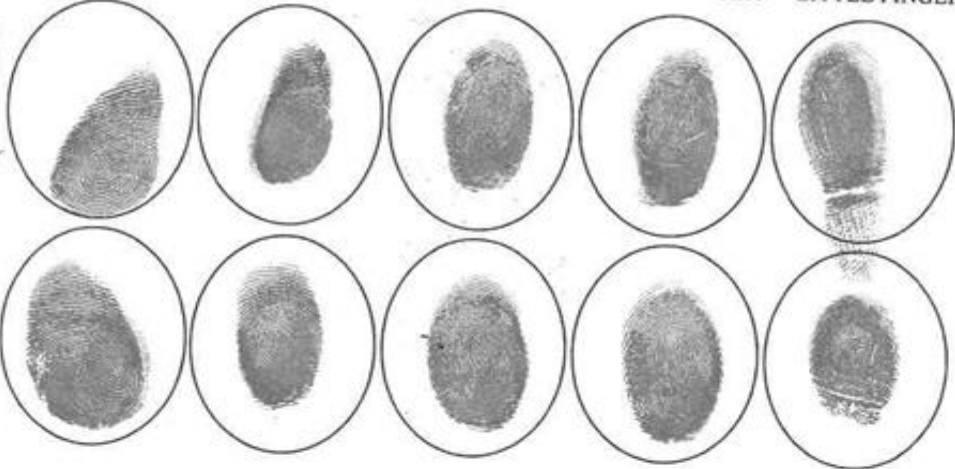
**FINGER IMPRESSION**

THUMB      FORE FINGER      MIDDLE FINGER      RING FINGER      LITTLE FINGER



LEFT

RIGHT



PRM REAL ESTATE PVT. LTD.

SIGN

## Major Information of the Deed



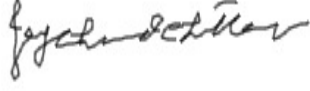
Deed No :	I-0901-04641/2023	Date of Registration	04/04/2023
Query No / Year	0901-8000867147/2023	Office where deed is registered	
Query Date	04/04/2023 1:00:54 PM	D.S.R. MALDA, District: Malda	
Applicant Name, Address & Other Details	Rajesh Kumar Agarwal Malda Bar Asso, Thana : English Bazar, District : Malda, WEST BENGAL, Mobile No. : 8250632336, Status : Advocate		
Transaction	Additional Transaction		
<b>[0138] Sale, Development Power of Attorney after Registered Development Agreement</b>			
Set Forth value	Market Value		
Rs. 2,00,00,000/-	Rs. 6,55,30,486/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 50/- (Article:48(g))	Rs. 39/- (Article:E, M(b,))		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 090115946/2022		

### Land Details :

District: Malda, P.S:- Malda, Gram Panchayat: SAHAPUR, Mouza: Sahapur, Pin Code : 732101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1031	LR-3745	Commercial	Danga	76.37 Dec	1,30,00,000/-	4,31,91,190/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road, , Project Name :
L2	LR-1030	LR-1674	Commercial	Danga	20 Dec	35,00,000/-	1,13,11,036/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road, , Project Name :
L3	LR-1030	LR-1675	Commercial	Danga	19.5 Dec	35,00,000/-	1,10,28,260/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road, , Project Name :
		<b>TOTAL :</b>			<b>115.87Dec</b>	<b>200,00,000 /-</b>	<b>655,30,486 /-</b>	
		<b>Grand Total :</b>			<b>115.87Dec</b>	<b>200,00,000 /-</b>	<b>655,30,486 /-</b>	




**Principal Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr JAY CHAND CHITLANGIA (Presentant )</b> Son of KEDAR NATH CHITLANGIA Executed by: Self, Date of Execution: 04/04/2023 , Admitted by: Self, Date of Admission: 04/04/2023 ,Place : Office	 04/04/2023	 LTI 04/04/2023	 04/04/2023
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 Not Provided, Status :Individual, Executed by: Self, Date of Execution: 04/04/2023 , Admitted by: Self, Date of Admission: 04/04/2023 ,Place : Office				




**Attorney Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>PRM REAL ESTATE PRIVATE LIMITED</b> 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, Status :Organization, Executed by: Representative			

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr UMANG MITTAL</b> Son of Shri PREM KUMAR MITTAL Date of Execution - 04/04/2023, , Admitted by: Self, Date of Admission: 04/04/2023, Place of Admission of Execution: Office	 Apr 4 2023 4:19PM	 LTI 04/04/2023	 04/04/2023
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 Not Provided Status : Representative, Representative of : PRM REAL ESTATE PRIVATE LIMITED (as DIRECTOR)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Moti Agarwala</b> Son of Kishan Gopal Agarwala Netaji Mill Road Charail Para, City:- Not Specified, P.O:- Kaliaganj, P.S:-Kaliaganj, District:-Uttar Dinajpur, West Bengal, India, PIN:- 734129			
	04/04/2023	04/04/2023	04/04/2023
Identifier Of Mr JAY CHAND CHITLANGIA, Mr UMANG MITTAL			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr JAY CHAND CHITLANGIA	PRM REAL ESTATE PRIVATE LIMITED-76.37 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Mr JAY CHAND CHITLANGIA	PRM REAL ESTATE PRIVATE LIMITED-20 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	Mr JAY CHAND CHITLANGIA	PRM REAL ESTATE PRIVATE LIMITED-19.5 Dec

**Land Details as per Land Record**

District: Malda, P.S:- Malda, Gram Panchayat: SAHAPUR, Mouza: Sahapur, Pin Code : 732101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1031, LR Khatian No:- 3745	Owner:জয়চাঁদ চিৎলাঙ্গিয়া, Gurdian:কেদার নাথ চিৎলাঙ্গিয়া, Address:দক্ষিণ বালুচর মারোয়ারী পট্টী লেন ইংরেজবাজার মালদা, Classification:ডাঙ্গা, Area:0.85000000 Acre,	Owner Name not selected by applicant.
L2	LR Plot No:- 1030, LR Khatian No:- 1674	Owner:জয়চাঁদ চিতলাঙ্গিয়া, Gurdian:কেদারনাথ চিতলাঙ্গিয়া, Address:নিজ , Classification:ডাঙ্গা, Area:0.20000000 Acre,	Owner Name not selected by applicant.
L3	LR Plot No:- 1030, LR Khatian No:- 1675	Owner:সঞ্জয় চিতলাঙ্গিয়া, Gurdian:কেদারনাথ চিতলাঙ্গিয়া, Address:নিজ , Classification:ডাঙ্গা, Area:0.19000000 Acre,	Owner Name not selected by applicant.

**Endorsement For Deed Number : I - 090104641 / 2023**

**On 04-04-2023**

**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 13:08 hrs on 04-04-2023, 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 6,55,30,486/-

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

Execution is admitted on 04/04/2023 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 Mr Moti Agarwala, , , Son of Kishan Gopal Agarwala, Netaji Mill Road Charail Para, P.O: Kaliaganj, Thana: Kaliaganj, , Uttar Dinajpur, WEST BENGAL, India, PIN - 734129, by caste Hindu, by profession Others

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

Execution is admitted on 04-04-2023 by Mr UMANG MITTAL, DIRECTOR, 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

Indetified by Mr Moti Agarwala, , , Son of Kishan Gopal Agarwala, Netaji Mill Road Charail Para, P.O: Kaliaganj, Thana: Kaliaganj, , Uttar Dinajpur, WEST BENGAL, India, PIN - 734129, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 39.00/- ( E = Rs 7.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 39.00/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 50.00/-  
Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 50303, Amount: Rs.50.00/-, Date of Purchase: 24/02/2023, Vendor name: Jaya Rani Das



**Sumanta Dhar**  
**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 115665 to 115678**

**being No 090104641 for the year 2023.**



**(Sumanta Dhar) 2023/04/06 02:35:29 PM**

**DISTRICT SUB-REGISTRAR**

**OFFICE OF THE D.S.R. MALDA**

**West Bengal.**

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