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Submitted for registration. The
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development sheets attached
and the document of the part
of the document.

[Signature] 01/12/23

Anshul Kumar Rathi
Bhagwati Puspad Rathi
Binata Rathi
Puja Rathi

**DEED OF DEVELOPMENT AGREEMENT
AND GENERAL POWER OF ATTORNEY**

1. Date : 01-12-2023
2. Place : Purulia
3. Parties :
 - 3.1. (a) Sri Anshul Kumar Rathi (PAN AEPPR2606Q, Aadhaar No. 4724 9870 2611) son of Late Ramesh Kumar Rathi, Hindu by religion, Indian

क्रमांक नं. 24/39 - 01/12/2023
अधिकार श्री Pragati Infra (India) Pvt. Ltd.
वा. Kolkata बाना Kolkata

मूल्य 5000/-

Boas Bhat Acharya
BOAS BHAT ACHARYA
V. PURULLA

Mulul Kumar Pathi



V.C.T.G. NO-2093
Mulul Kumar Pathi



V.C.T.G. NO-2094
Bhagwati Puasad Rathi



V.C.T.G. NO-2095
Binita Rathi



V.C.T.G. NO-2096
Piya Rathi



V.C.T.G. NO-2097
Dita K. B. H.



V.C.T.G. NO-2098
Ap Jami



V.C.T.G. NO-2099

Kishan Sharma, 36-4 Tamman Rd. Shanti Condominium, Ambikapur, Bhubaneswar, Odisha



3
Additional District
Sub-Registrar

- 1 DEC 2023

Purulia (W.B.)

Anshul Kumar Rathi
Bhagwati Prasad Rathi
Binita Rathi
Puja Rathi

citizen, Business by occupation, residing at Old Manbazar Road, Purulia, P.O. Purulia, P.S. Purulia (T) and Dist. Purulia, West Bengal.

(b) Sri Bhagwati Prasad Rathi (PAN. AGYPR8515K, Aadhaar No. 5531 4314 2396) son of Late Ramesh Kumar Rathi, Hindu by religion, Indian citizen, Business by occupation, residing at Old Manbazar Road, Purulia, P.O. Purulia, P.S. Purulia (T) and Dist. Purulia, West Bengal.

(c) Smt. Binita Rathi (PAN-AFOPJ9866J), Aadhaar No. 5623 6484 1521, wife of Sri Anshul Kumar Rathi, Hindu by religion, Indian citizen, Business by occupation, residing at Old Manbazar Road, Purulia, P.O. Purulia, P.S. Purulia (T) and Dist. Purulia, West Bengal.

(d) Smt. Puja Rathi (PAN-CLRPS1701G), Aadhaar No. 8350 6019 0530, wife of Sri Bhagwati Prasad Rathi, Hindu by religion, Indian citizen, Business by occupation, residing at Old Manbazar Road, Purulia, P.O. Purulia, P.S. Purulia (T) and Dist. Purulia, West Bengal.

Hereinafter referred to as "**the Owners**" (which expression shall unless exclude by or repugnant to the subject or context be deemed to mean and included his successor (s) in - interest, legal representative and assigns) of the **One Part**.

AND

3.2 Pragati Infratech (India) Pvt. Ltd. PAN AAGCP4721L a company incorporated under the Companies act, 1956 having its registered office at 24 Park Street, Development House, 3rd Floor, Kolkata - 700 016, represented by Signatory Authority **Sri Ajit Kumar Sarawgi, Aadhar No. 2348 0998 5630** son of Late Nandlal Sarawgi and **Sri Anup Kumar Sarawgi, Aadhar No. 5420 7394 4430** son of Late Motilal Sarawgi both Hindu by religion, Indian Citizen, Business by occupation resident at North Lake Road, P.S. Purulia (T) P.O. & Dist. - Purulia - 723101 (W.B.) hereinafter referred to as "**the Developer**" (which expression shall unless excluded by or repugnant

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Brogwati Prasad Rath
Binita Rath
Piya Rath

to the subject or context be deemed to mean and include its successor (s) - in-interest, nominee(s) and assigns) of the **Other Part**

4. Subject matter of Agreement - Development and Commercial Exploitation of the said property : Agreement between the Owners and the Developer with regard to Development and commercial Exploitation (in the manner specified in this Agreement) of a plot of land located at Deshbandhu Road under L.R. Khatian No. 4100, 4101, 4102 & 4103 in L.R. Plot Nos. 3859, 3870 & 3871, Mouza - Raghampur, Pargana - Chharrah, P.S. Purulia Town, Dist. - Purulia, Municipal Holding No. 25/1, 35 & 36 in Ward No. 21 having an area measuring 25904 Sq.ft. more fully described in the Schedule below and delineated in Colour Red on the Map annexed hereto and hereinafter referred to as "**the said Property**".

5. Representations, Warranties and Background :

5.1 Owners' Representations : The Owners have represented and warranted to the Developer as follows :

5.1.1 The Owners have acquired the Said Property in Mouza Raghampur, P.S. - Purulia Town, Pargana - Chharrah, at Deshbandhu Road, Municipal Ward No. 21, Dist. - Purulia vide three Conveyance Deeds registered in the Office of ADSR, Purulia details as under :-

a) Deed No. 5303/21 dated 30-10-2021 for total area 22 Katha, 11 Chhatak and 35 Sq.ft. under R.S. Khatian No. 1147, 1148, 1049 & 1189 R.S. /L.R. Khatian No. 4067 R.S./ L.R. Plot No. 3859 area 7257 Sq.ft., R.S. / L.R. Plot No. 3871 area 3015 Sq.ft. and R.S./L.R. Khatian No. 4067 R.S. / L.R. Plot No. 3870 area 6098 Sq.ft. i.e. total area 16370 Sq.ft.

b) Deed No. 6239/21 dated 19-12-2021 for total area 3.5 Decimal under R.S. Khatina No. 287, L.R. Khatian No. 2205 & 2207, R.S. / L.R. Plot No. 3870 - area 1524 Sq.ft.

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Binita Rath
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c) Deed No. 3762/2023 dated 13-07-2023 for total area 11 Katha and 2 Chhatak under R.S. Khatian No. 1089 and 1149 , L.R. Khatina No. 1893 and 1894 R.S. / L.R. Plot No. 3871 - Area 8010 Sq.ft.

- 5.1.2 The Owners got their names mutated and recorded in the Settlement records under LR Khatian No. 4100, 4101, 4102 & 4103 in LR Plot Nos. 3859, 3870 & 3871.
- 5.1.3 The Owners also got the said plots converted from Danga / Bastu to Commercial Abasan vide Conversion Case Nos. CN/2021/1202/153 to 156 dated 24-11-2021, CN /2022/1402/79 to 82 dated 13-01-2022 & CN/2023/1402/471, 472, 475, 477 dated 10-08-2023 of B.L. & L.R.O. Purulia - II and CN/2021/1402/157 to 160 dated 10-07-2022 of D.L. & L.R.O., Purulia.
- 5.1.4 The Owners further got their names mutated with Purulia Municipality vide Mutation Order dated 10-05-2022 under Holding No. 25/1 Ward No. 21 and Mutation Order dated 11-08-2023 under Holding No. 35 & 36 Ward No. 21.
- 5.1.5 **Right of Owner** : In the manner stated above the **Owners** became absolute owners and are seized and possessed of and well and sufficiently entitled to the plot of land mentioned in 5.1.1. No person other than the **Owners** have any right, title and / or interest of any nature whatsoever in the said plot of land or part thereof.
- 5.1.6. The **Owners** offered the said plots total area measuring 25910 Sq.ft. to the **Developer** as the **said property** as mentioned in Clause - 4 hereinabove.
- 5.1.7 **Marketable title of Owners** : The Owners have marketable title to the said Property, free from all encumbrances, liens, claims, demands, leases, tenancies, license, occupancy rights, trusts, debutter, prohibitions, restrictions, restraints, covenants, executions, acquisitions, requisitions, attachments, vesting, alignment, casements, liabilities and its pendent whatsoever.
- 5.1.8 **Owners to Ensure Continuing marketability** : The Owner shall

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Bhagwati Prasad Rathi
Binita Rathi
Puja Rathi

ensure that Owners' title to the said Property continues to remain marketable and free from all encumbrances.

Previous Agreement :

- 5.1.9** The Owners and Developer have not entered into any Agreement or MOU previously with respect to the said Property. This Agreement superseded all Agreement, MOU's if any with respect to the said Property.
- 5.1.10 No Requisition or Acquisition :** The said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and / or otherwise.
- 5.1.11 Absolute Possession :** The Owners have been in lawful vacant physical khas possession of the entirety of the said Property till making over the same to the Developer as recorded in Clause 9.1 below.
- 5.1.12 No Prejudicial Act :** The Owners have not done nor permitted to be done anything whatsoever that would in any way impair, hinder and / or restrict the appointment and grant of rights to the Developer under this Agreement.

5.2 Developer's Representations : The Developer has represented and warranted to the Owners as follows :

5.2.1 Infrastructure and Expertise of Developer : The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

5.2.2 Financial Arrangement and Marketing : The Developer is competent to arrange the financial inputs required for development of the said Property (collectively New Building) and can also market the New Building to prospective occupants and investors.

5.2.3 Developer has Authority : The Developer has full authority to enter into this Agreement and appropriate Resolutions / Authorisations to that effect exists.

5.2.4 Decision to Develop : The Owners decided to develop the said Property. Pursuant thereto, preliminary discussions were held with the Developer, for taking up the development of the said Property by

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constructing the New Building, Building Blocks, Common portion etc and commercial exploitation of the same (Collectively Project).

5.2.5 Finalization of Terms: Based on Reliance on Representations pursuant to the above and relying on the representations made by the Parties to each other as stated above and elsewhere in this Agreement, the parties agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.

6. Basic Understanding

6.1 Development of said Property by Construction of New Commercial Cum Residential Building : The Parties have mutually decided to take up the Project, i.e. the development of the said Property by construction of the New Building and / or building blocks common portions etc. thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

6.2 Nature and Use of New Building : The New Building and / or building blocks shall be constructed in accordance with architectural plans (Building Plans) to be prepared by architects (s) appointed by the Developer and sanctioned by the Municipality and other statutory authorities concerned with sanction (collectively Planning Authorities), as a ready-to-use commercial cum residential building blocks with specified areas, amenities and facilities to be enjoyed in common and for other purpose as decided.

7. Appointment and Commencement

7.1 Appointment and Acceptance : This Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners hereby appoint the Developer as the developer of the said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owners.

7.2 Commencement and Tenure : This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid

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Binata Rathi
Puja Rathi

and in force till all obligations for the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

8 Sanction and Construction :

8.1 Sanction of Building Plans : The Developer shall commence action for obtaining from the Planning Authorities sanction of the Building Plans in the name of the Owners and the Developer shall obtain such sanction at the earliest feasible time. In this regard it is clarified that (1) full potential of FAR of the said property (to the extent legally available) shall be utilized for construction of the New Building on the said Property or portions thereof, (2) the Developer shall obtain all Municipal and other approvals needed for the Project (including final sanction of the Building Plans in the name of the Owners and completion Certificate) but the Developer may obtain them in phases, and (3) all costs and fees for sanctions and clearances shall be borne and paid by the Developer.

8.2 Architects and Consultants : The Owners confirm that the Owners have authorized the Developer to appoint the Architects (s) and other consultants in connection with construction work of the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer.

8.3 Construction of New Building : The Developer shall, at its own costs and expenses, construct, erect and complete the New Building blocks in accordance with the sanctioned Building Plans, in phases. Such construction shall include common portion to all units (defined in Clause 8.4 below). It has been agreed between the Parties that the Developer shall endeavour to commence the construction work of the New Building blocks at the earliest after getting the approval of the Planning Authorities. In this regard it is clarified that the construction shall be in phases and the completion shall also be in phases.

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Shri. Pooja Rathi
Binita Rathi
Pooja Rathi

8.4 Common Portions : The Developer shall at its own costs install and erect in the premises the common areas, amenities and facilities such as stairways, lifts, generators, fire fighting apparatus, passages, parking area driveways, garden, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the New Building blocks (collectively Common Portions). For permanent electric connection to the apartments / spaces in the New Building (Units). The intending purchasers (collectively Transferees) shall pay the deposits demanded by WBSEDC Limited and other agencies and the Owners shall also pay the same for the Units in the Owner's Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferee includes the Owners and the Developer, to the extent of unsold or retained Units in the New Building. It is clarified that the Developer alone shall be entitled to receive / collect from all the Transferees (1) the charges for electric equipment and cabling, (2) the charges for generator, (3) legal fees and (4) the deposit for maintenance.

8.5 Temporary Connections : The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. The cost of such user would be borne by the Developer on actual.

8.6 Modification : Any amendment or modification to the Building Plans may be made or caused to be made by the Developer, within the permissible limits of the Planning Authorities.

8.7 Co-operation by Owners : The Owners shall not indulge in any activities which may be detrimental to the development of the said Property and / or may affect the mutual interest of the Parties. The Owners shall provide all cooperation that may be necessary for successful completion of the Project.

9 Possession :

9.1 Possession to Developer : Prior to the execution of this Agreement, the Owners have made over vacant and peaceful

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Binita Rathi
Puja Rathi

possession of the said Property to the Developer for the purpose of execution for the Project.

10. Power and Authorities :

10.1 Authority for sanction and Construction : The Owners hereby authorize & empower the Developer and / or its nominees, for the purpose of getting the Building Plans sanctioned / revalidated / modified / altered by the planning Authorities. The Owners hereby further authorize & empower to the Developer and / or its nominees for the purpose of dealing with all regulatory and possessory issues relating to the Project / said Property and obtaining all necessary permissions from different authorities in connection with development of the said property.

10.2 Further Acts : Notwithstanding grant for the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, etc. for enabling the Developer to perform all obligations under this Agreement.

11. Owners' Consideration :

11.1 Owners' Allocation : The Developer shall at its own costs and expenses, construct, finish, complete and develop the said property. The Developer shall make available 48% of the sale proceeds received from the sale of total constructed area as per building Plan including parking space and all other saleable area, to the Owners as **Owners' Allocation**.

11.2 The Owners' Allocation shall include undivided, indivisible and proportionate share in (1) the Common Portions and (2) the land contained in the said Property.

12. Developer's Consideration :

12.1 Developer's Allocation : The Developer shall be fully and completely entitled to the remaining 52% of the sale proceeds received from the sale of total constructed area as per Building Plans including parking space and all other saleable area as **Developer's Allocation**. The Developer's Allocation shall include undivided, indivisible

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and proportionate share in (1) the Common Portions and (2) the land contained in the said Property.

13. Financials :

13.1 Project Finance : the Developer shall construct and develop the said property out of its own resources. However, if required subsequently, the Developer may arrange for financing of the project by a Bank / Financial Institution / other Financier on its own without creating any encumbrances or charge on the Owners or on the said property mentioned in clause 4 hereinabove.

14. Dealing with Respective Allocations :

14.1 Demarcation of Respective Allocations : The Parties have agreed to demarcate the respective allocation as mentioned in Clause 11 & 12 in terms of Sale proceeds received as advance or on Agreement / conveyance from the intending buyers from the sale of total constructed area as per Building Plans including parking space and other saleable area. The Developer will be allowed and empowered to sale the entire saleable area and will deposit the entire sale proceed into an escrow / separate bank account. The deposits in this escrow / separate account will be distributed between the Owners' and the Developers' account in their respective ratios as mentioned in Clause 11.1 and 12.1 above. No other withdrawal will be done from this account.

14.2 Owners' Allocation : The Owners shall be exclusively entitled to the Owners' Allocation. It is clearly understood that the dealings with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer and that any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this agreement.

14.3 Developer's Allocation : The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of

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Puja Rathi

the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.

14.4 Transfer of Developer's Allocation : in consideration of the Developer constructing and handing over the Owners' Allocation to the Owners, the Owners shall execute Deeds of conveyance of the undivided share in the land contained in the Said Property as be attributable to the Developer's Allocation in favour of the Transferees, in such part or parts as shall be required by the Developer.

14.5 Cost of Transfer : The costs of such conveyances including stamp duty and registration fees and all other legal fees and expenses shall be borne and paid by the Transferees.

15. Municipal Taxes, Land Revenue and Outgoings :

15.1 Relating to period upto execution of this Agreement : All Municipal rates and taxes, Land Revenue and outgoings (collectively Rates) on the Said Premises relating to the period upto the date of execution of this Agreement shall be borne, paid and discharged by the Owners. It is made specifically clear that all Rates outstanding upto that date shall remain the liability of the Owners and such dues shall be borne and paid by the Owners and as and when called upon by any statutory authority or the Developer, without raising any objection thereto.

15.2 Relating to Period after execution of this Agreement : As from the date of execution of this Agreement the parties shall become liable and responsible for the Rates in the ratio of their sharing in the project.

16. Possession and Post Completion Maintenance :

16.1 Maintenance : The Developer shall frame a scheme for the management and administration of the New Building and the blocks,

1. Shri. Kumar Rath
Shri. Prasad Rath
Binita Rath
Pooja Rath

common portion of the said property and the maintenance shall be handed over to a separate agency / company. The Owners hereby agree to abide by all decisions taken by the Developer for the management and maintenance of the common affairs of the New Building and the said Property.

16.2 Maintenance Charge : The Developer shall hand over the management and maintenance of the Common Portions and services etc. in the said property to separate company which shall collect the costs and service charge thereof (Maintenance charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, Water, Electricity, Sanitation and Scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations appliances and equipments.

17. Obligations of Developer

17.1 Completion of Project : The Developer shall endeavour to complete the entire process of development of the Said Property within a period of five years from the date of first approval of the plan by the Municipal authorities or within such extended time as mutually agreed.

17.2 Meaning of Completion : the word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready for use.

17.3 Compliance with Laws : the execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government / Central Government bodies and it shall be the responsibility for the Developer to ensure compliance.

17.4 Planning Designing and Development : The developer shall be responsible for planning, designing and development of the said property with the help of the Architects, professional bodies contractors, etc. The Owners shall, however, be consulted and kept informed from time to time.

17.5 Commencement of the Project : The development of the said Property shall commence as per the Specifications, Building Plans,

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Bhagwati Purohit
Binita Rathi
Pooja Rathi

Schemes, rules regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.

17.6 Adherence by Developer : The Developer has assured the Owners that it shall implement the terms and conditions of this agreement and shall adhere to the stipulations.

17.7 Tax Liabilities : All tax liabilities in relation to the development, namely Goods Service Tax, Works Contract Tax, Cess and other dues shall be paid and borne by the Developer and Owners in the ratio of their sharing in the Project.

17.8 Responsibility for Marketing : All saleable spaces in the said property including both Owners' Allocation and Developer's Allocation shall be marketed by the Developer. The Developer shall be responsible for marketing of the Project. The marketing strategy, budget, selection of publicity material media etc. shall be decided by the Developer. The marketing expenses would be borne on actual by the Owners and Developer in the ratio of their respective allocation. But the Owners contribution towards marketing expenses would be limited to Rs. 50/- per sq. ft. of the saleable area of their allocated share. Further brokerage paid on sales would be borne by the Owners and Developers separately on their allocated share and such brokerage shall not be part of the marketing expenses.

17.9 No Assignment : The Developer hereby agrees and covenants with the Owners not to transfer and / or assign the benefits of this Agreement or any portion thereof, without the consent the writing of the owners provided that such consent shall not be required in case of group / associate companies.

18. Obligations of Owners :

18.1 Co-operation with Developer : The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the said Property.

18.2 Act in Good faith : The Owners undertake to act in good faith towards the Developer (and any appointed and / or designated representatives) so that the Project can be successfully completed.

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Binita Rathia
Pooja Rathia

18.3 Documentation and Information : The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.

18.4 No Obstruction in Dealing with Developer's Functions : the Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under the Agreement.

18.5 No Obstruction in construction : The Owners hereby covenant not to cause any interference or hindrance in the construction and development of the said property.

18.6 No Dealing with the said Property : The Owners hereby covenant not to let out grant lease, mortgage and / or charge the said property or any portions thereof save in the manner envisaged by this Agreement.

18.7 Marketable Title : The Owners shall make out a marketable title to the said Property but notwithstanding the same, the Owners shall remain liable to rectify defects, if any, in the title. The Owners hereby covenant to ensure that their title to the said property remains marketable.

19. Indemnity :

19.1 By the Developer: The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the development of the said property resulting from breach of this Agreement by the Developer and the breach resulting in any successful claim by any third party or violation of any permission, rules regulations or by - laws or arising out of any accident or otherwise.

19.2 By Owners : The Owners hereby indemnify and agree to keep the Developer save harmless and indemnified or from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the project including marketing thereof for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the

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Bhagwati Prasad Rathi
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Pooja Rathi

Owners being incorrect or any action of the Owners during sanction and construction or any breach or violation by the Owners.

19.3 In case any liability or encumbrances is found relating to the premises and the Owners fail to remove 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 removing such liability or encumbrances, as the case may be. In such an event, the Owners shall forthwith reimburse the costs so incurred by the Developer, Provided, However, that in case the encumbrances be such which cannot be remedied or the Owners fail to make out a good and marketable title to the said premises for reasons other than the irregularity and / or defect of the said property with respect to the records of the said property in the Land Revenue Office, records then the Developer shall be at liberty to terminate this Agreement and the Owners shall be liable to indemnify and compensate the Developer suitably.

20. Corporate Warranties :

20.1 By Developer : The developer warrants to the Owners that :

20.1.1 Proper Incorporation : It is properly incorporated under the laws of India.

20.1.2 Permitted by Memorandum and Articles of Association : The memorandum and Article of Association permit the Developer to undertake the activities covered by this agreement.

20.1.3 Board Authorisation : The Board of Directors of the Developer has authorized the signatory to sign and execute this Agreement.

20.2 By Owners : The Owners warrant, represent and undertake to the Developer that :

20.2.1 Owners have the right, authority, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligations nor duties owed to any third parties.

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Binita Rathu
Piya Rathu

21. Limitation of Liability :

21.1 No Indirect Loss : Notwithstanding anything to the contrary herein, neither the Developer nor the Owners shall be liable in any circumstance whatsoever to each other for any indirect or consequential loss suffered or incurred.

22. POWER OF ATTORNEY :

22.1 Through this Deed of Development Agreement and General Power of Attorney, the Owners have also empowered the Developer represented by Sri Ajit Kumar Sarawgi, son of Late Nand Lal Sarawgi of North Lake Road, Purulia Director of Pragati Infratech (India) Pvt. Ltd. and Sri Anup Kumar Sarawgi, son of Late Motilal Sarawgi Authorised Signatory of Pragati Infratech (India) Pvt. Ltd. Jointly or severally to do all the act, deed and things on behalf of the Owners in the manner stated hereunder :-

22.1.1. To develop the Scheduled Property by constructing multistoried commercial-cum-residential building or in any manner as per sanctioned plan sanctioned by the Purulia Municipality and or any other competent authority.

22.1.2 To look after, manage, supervise and administer the affairs of SCHEDULED PROPERTY and protect the interest and share of the Owners in the Scheduled Property.

22.1.3. To appear on behalf of the Owners before the Purulia Municipality, Urban Land Ceiling Authority, Income-Tax Authority and/or any other Government or Semi-Government Authority for the purpose of taking all necessary steps to submit, sign, verify and to receive back all Plans, petitions, applications, forms, challans, receipts etc. on behalf of the Owners.

22.1.4. To apply for, submit plans for sanction of the Building Plan and to obtain the Building Plan/Plans duly sanctioned by the Purulia Municipality or any other Competent Authority.

22.1.5. To make contract or Agreement for sale of the SAID PROPERTY or part thereof with any person/persons/firm/association at such rate or price the Developer shall deem fit and proper.

Sub. Clause 10
Chagwati Purnod Rathi
Binita Rathi
Pija Rathi

22.1.6. To sell, convey, transfer both the share of the Developer's allocated portion as well as the Owners allocation portion as has been stated herein before in clause 11 & 12 of this agreement wholly or partly thereof to the intending buyer/buyers on receipt of advance money or full consideration money thereof. On receipt of such money the Developer shall transfer the Owners' Allocation as defined in Clause 11, to the Owners in their equal share through banking channel, in the manner prescribed in Clause 14.1.

22.1.7. To mortgage, pledge, keep as co-lateral security, the Developer's allocated portions fully or partly thereof, with Bank and/or financial institution for obtaining loan which the developer will think, fit and proper.

22.1.8. To execute and sign any contract or Agreement on behalf of the Owners for both the Developers' allocated portions as well as the Owners' allocation portion, on receipt of advance money or part payment of the consideration money and grant valid receipt or discharge for the same.

22.1.9. To execute any deed of conveyance or conveyances of both the Developers allocated portions as well as the Owners allocated portions fully or partly in favour of the intending Purchaser/Purchasers and to sign and verify all such deeds, documents as and when such occasion will arise.

22.1.10. To present any Deed of Conveyance or Conveyances for registration before any Registration Authority within the territory of Indian Union either Registrar of Assurances Kolkata, District Registrar, sub-Registrar, Additional District Sub-Registrar Purulia and also any registering authority having jurisdiction and admit execution, to have the conveyance or conveyances registered and to do all acts, deeds, things which the Developer shall consider necessary for conveying both the Developers' allocated portions as well as the Owners' allocated portion either wholly or partly thereof to the said Purchaser/Purchasers as fully and effectually in all respects.

22.1.11. To receive back any Deed or document from any court or office on proper and valid receipt.

22.1.12. To appear in all the Courts either civil, criminal, Revenue, Original, Revisional, or appellate, in the Registration Offices and in any other office and to sign and verify Vakaltnama, Ekranama, Pownama etc.

1/1/2018
Bhagwati Prasad Rathi
Binata Rathi
Purja Rathi

and to file plaint, complaint, written statements, verification, affidavit, show cause petition, objection petition before any Magistrate, either Judicial Magistrate Executive Magistrate, District Magistrate, Additional District magistrate or before any sub-Judge, Munsiff, District Judge, Sessions Judge, District Delegate.

22.1.13. To institute any case, suit or proceeding before any Court of Law against any person, firm, association or any authority.

22.1.14. To appoint and constitute pleader, Advocate or any legal practitioner or agent whenever the Developer shall think proper to do so and to discharge them.

22.1.15. To conduct, defend, and contest all cases, suits and proceedings instituted by any person, firm, association or any authority.

22.1.16. To compound, compromise, settle and submit for arbitration all suits, cases, proceedings, claims, demands etc. arising in course of or in relation to the management, supervision and transfer of the said Property.

22.1.17. To sign, verify and file applications for execution of decree or orders of any court.

22.1.18. To prefer appeal, motion, revision before any Higher Court against any order or judgment passed by any Lower Court.

22.1.19. To open Bank Account/Accounts with any Nationalized or any other Bank and to operate the same by their own signatures jointly or severally.

22.1.20. To appear and to file claim petition before the Land Acquisition Authority in case the said Property or any part thereof is acquired or requisitioned by the Govt. of West Bengal or any other statutory authority and to receive the compensation.

22.1.21. The Developer shall also sell and or transfer the share of Owners allocation as has been stated herein before of this document.

22.1.22. The Developer is fully entitled to execute and register any kind of deed of conveyance or conveyances in respect of both the 'Developers Allocated area' as well as the Owners' allocated area in the schedule property and in this event no prior consent is required from the Owners to that effect.

1. Subul Kumar Rathie.
Bhagwati Prasad Rathi
Binita Rathi
Puja Rathi

22.1.23. The Developer is entitled to make necessary mutation and conversion in respect of the schedule property before the concerned B.L. & L.R.O. Purulia and any other competent Government and Semi Government authority.

22.1.24. And generally to do all other acts, deeds and things which the Owners ought to be done and all acts, deeds and things lawfully done by the Developer shall be construed as the acts, deeds and things done by the Owners as the Owners are personally present and done the same themselves.

22.1.25. And the Owners do hereby ratify and confirm and agree to ratify and confirm all the lawful acts of the Developer which will be done by virtue of this Development Agreement and General Power of Attorney hereby conferred and on the strength of this deed.

22.1.26. Any consideration amount received either as advance or on conveyance or otherwise by the Developer towards the Owners share, the Developer shall transfer the same to the Owners in their respective share through banking channel, in the manner prescribed in Clause 14.1.

23. Miscellaneous :

23.1 No implied Waiver : Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

23.2 Additional Authority : It is understood that from time to time to facilitate the uninterrupted development of the said Property by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and / or

Harsh Kumar Rath
Bhagwati Prasad Rath
Binita Rath
Pooja Rath

authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

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

23.4 Name of New Building : The name of the New Building or Project shall be decided by the Developer.

23.5 No demise or Assignment : Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the Said Property in terms of this Agreement provided however the Developer shall be entitled to borrow money for the Project in the manner state in this Agreement without creating any liability on the Owners.

24 Defaults :

24.1 No Cancellation : None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.

25. Force Majeure :

25.1 Meaning : Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation any abnormally inclement weather, flood, lightning, storm, fire explosion, earthquake, subsidence,

Himanshu Kumar Rath
Bhagyashree Purohit Rathi
Binita Rathi
Pooja Rathi

structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labour unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court Orders.

25.2 Savings due to Force Majeure : If either party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party specifying the nature and extent of the circumstances giving rise to the event/s of force majeure and shall, subject to such information, have no liability in respect of the performance of such of its obligation as are prevented by the event/s of force majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligation. Neither the owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligation whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

25.3 Reasonable Endeavours : 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 endeavours to bring the event of force majeure to a close or to find a solution by which this agreement may be performed despite the continuance of the event of Force Majeure.

26. Confidentiality :

26.1 Confidential Information : Confidential information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses thereof (

H. Lalit Kumar / Palbi
Bhagwati Purohit Rathi
Binita Rathi
Pooja Rathi

including, but not limited to the provisions of this Agreement) and in whatever form, which is acquired by or disclosed to the other Party pursuant to this Agreement (Confidential Information).

26.2 Secrecy : Owners and Developer shall treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.

26.3 No Copying : Not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).

27. Entire Agreement :

27.1 Super cession : This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions correspondence and agreements between the Parties, oral or implied.

27.2 Counterparts :

27.2.1 All Originals : this Agreement is being executed simultaneously in to counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between the Parties.

28. Severance :

28.1 Partial Invalidity : If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provisions to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Abdul Kuman Rath
Chagwati Purodas Rath
Binita Rath
Puja Rath

28.2 Deletion of Invalid Provision : If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

28.3 Reasonable Endeavour for Substitution : The Parties agree in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

29. Reservation of Rights :

29.1 Right to Waive : Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.

29.2 Forbearance : No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect diminish or prejudice the right of such Party to require performance of that provision.

29.3 No Waiver : Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of right under or arising out of this Agreement or acquiescence to or recognition of right and / or position other than as expressly stipulated in this Agreement.

30. Amendment / Modification :

30.1 Express Documentation : No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it

Harsh Kumar Rathia
Bhargavi Purohit Rathia
Binita Rathia
Pooja Rathia

is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

31. Notice :

31.1 Mode of Service : Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or e-mail or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the proper address and to the attention of the relevant Party (or such other address as is otherwise notified in writing by each Party from time to time).

31.2 Time of Service : Any such notice or other written communication shall be deemed to have been served.

31.2.1 Personal Delivery : If delivered personally, at the time of delivery.

31.2.2 Registered Post : 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/ service provider.

31.2.3 Facsimile or e-mail : If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) to the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

31.3 Proof of service : in proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities / service provider 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.

32. Arbitration :

Subul Kumar Rath
Bhagwati Prasad Rath
Binita Rath
Puja Rath

32.1 Disputes and pre-referral Efforts : The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavours to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

32.2 Referral to Arbitration : If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

32.3 Arbitration Tribunal : The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following three Arbitrators.

32.3.1 Appointment by Owners : 1 (One) Arbitrator to be appointed jointly by the Owners.

32.3.2 Appointment by Developer : 1 (One) Arbitrator to be appointed by the Developer.

32.3.3 Third Arbitrator : The third Arbitrator shall be jointly appointed by the above 2 (two) Arbitrators.

32.4 Conduct or arbitration Proceeding : The Parties irrevocably agree that

32.4.1 Place : The place of arbitration shall be Purulia only.

32.4.2 Language : The language of the arbitration shall be English.

32.4.3 Interim Directions : The Arbitration Tribunal shall be entitled to give interim awards / directions regarding the Disputes.

Shubh Kumar Rath
Bhagwati Prasad Rathi
Binita Rathi
Pooja Rathi

32.4.4 Procedure : The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said Act shall apply to the arbitration proceedings.

32.4.5 Binding Nature : The directions and interim / final award of the Arbitration Tribunal shall be binding on the Parties.

33. Jurisdiction :

33.1 Court : In connection with the aforesaid arbitration proceedings, the High Court at Kolkata only shall have jurisdiction to receive, entertain, try and determine all actions and Proceedings.

34. Rules of Interpretation :

34.1 Presumptions Rebutted : It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the said Property.

34.2 Statues : In this Agreement any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified consolidated reenacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant that statutory provision.

34.3 Number : in this Agreement, any reference to singular includes plural and vice-versa.

Handwritten signatures:
Himal Kumar Pal
Bhagwati Prasad Rathi
Binita Rathi
Puja Rathi

34.4 Gender : In this Agreement, words denoting any gender including all other genders.

34.5 Party : in this Agreement, any reference to a Party is to a party to this agreement.

34.6 Clause or Paragraph : In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to statutory provision) is a reference to a clause or paragraph or schedule as the case may be of this Agreement and the schedules from part of and are deemed to be incorporated in this Agreement.

34.7 Including : In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding these terms.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of Land situated at Deshbandu Road, P.O. - Purulia, P.S. - Purulia Town and Dist. - Purulia measuring **1 Bigha, 15 Katha, 15 Chhatak and 29 Sq.ft. more or less 25904 Sq.ft.** in **R.S. / L.R. Khatian Nos. 4100, 4101, 4102 and 4103**, being **R.S./L.R. Plot Nos. 3859** (17 Decimal), **3870** (17.5 Decimal) and **3871** (25 Decimal) in **Mouza Raghampur**, Pargana - Chharrah, Municipal Holding No. 25/1, 35 and 36 in Ward No. 21 of Purulia Municipality as marked and delineated in Colour Red in the Map enclosed bounded by

On the North : Land of S. Mukherjee, 8'.0 wide Road and Land of M. Adhikary

On the East : 14' wide Bye Lane

On the West : Land of Deepak Kejriwal and Others.

On the South : Deshbandhu Road.

Execution and Delivery In Witness whereof the Parties have executed this Agreement on the date mentioned above. All parties signature with Photograph affixed on Page No.

Note :- Signature with photo and fingers print of the Owner and Developer are affixed on the specimen copies.

Developer & Attorney

For : Pragati Infratech (India) Pvt. Ltd.

Pragati Infratech (India) Pvt. Ltd

Ditk-bwh
Ajit Kumar Sarawgi
Director

Pragati Infratech (India) Pvt. Ltd

AP Sarawgi
Anup Kumar Sarawgi
Auth. Signatory

Owners

Ashul Kumar Pathy
1. **Sri Anshul Kumar Rathi**

Bhagwati Prasad Rathi
2. **Sri Bhagwati Prasad Rathi**

Binita Rathi
3. **Smt. Binita Rathi**

Puja Rathi
4. **Smt. Puja Rathi**

Witness 1

Kishan Sharma
(Signature)

Name *Kishan Sharma*

Father's Name *U. Hanuman Pr. Sharma*
Address : *Chankhama, Ambabai fall, Rourkela.*

Witness 2

Ganlan Korankar
(Signature)

Name *Ganlan Korankar*

Father's Name *Late Beholamati Korankar*

Address *Sever bandh, Rany Road*
P.O. & Dist - Jhulna - 723101.




































Drafted and
prepared by

: *Malay Kumar Das*
(Malay Kumar Das)
Deed Writer, Purulia
Licence No. 94.


































Typed by

: *Jafar Sadique Ansari*
(Jafar Sadique Ansari) of Purulia

SPECIMEN FORM FOR PHOTO AND FINGERS' PRINT

Signature with Photo of the Land Owner No. 1	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
					
Signature with Photo of the Land Owner No. 2	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
					
Signature with Photo of the Land Owner No. 3	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
					
	Fingers' Impression of my both hands: <i>Binita Rathi</i>				

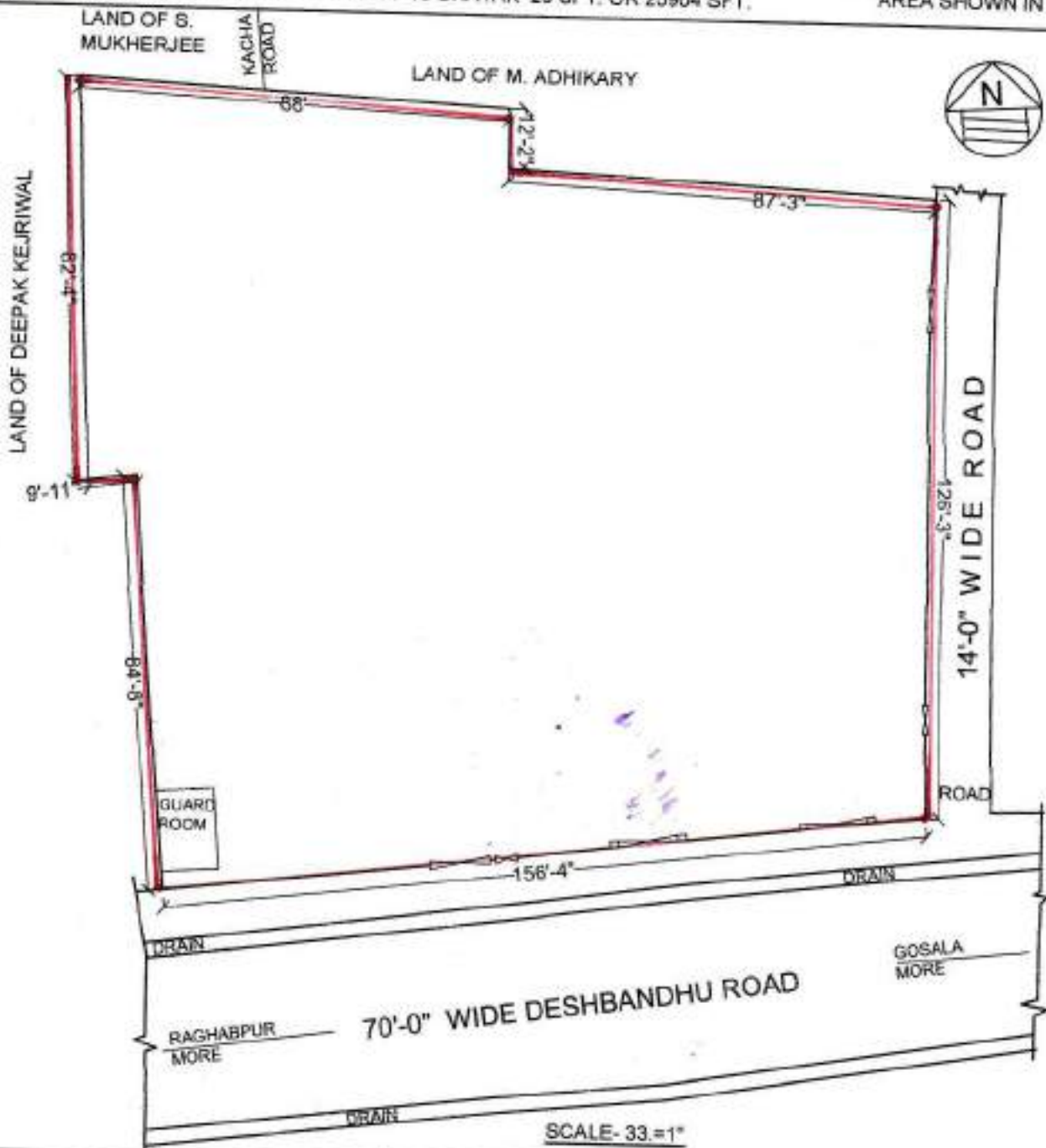
H. K. S. S.

Signature with Photo of the Land Owner No. 4	Left Hand				
					
 <i>Puja Rathi</i>	Thumb	Fore	Middle	Ring	Little
	Right Hand				
					
Fingers' Impression of my both hands: <i>Puja Rathi</i>					
Signature with Photo of the Director of Developer	Left Hand				
					
 <i>Dittkash</i>	Thumb	Fore	Middle	Ring	Little
	Right Hand				
					
Fingers' Impression of my both hands: <i>Dittkash</i>					
Signature with Photo of the Authorised Signatory of the Developer.	Left Hand				
					
 <i>Ap Smar</i>	Thumb	Fore	Middle	Ring	Little
	Right Hand				
					
Fingers' Impression of my both hands: <i>Ap Smar</i>					

SITE PLAN OF MOUZA - RAGHABPUR, J.L. NO- 66, R.S/ L.R. KHATIAN NO- 4100, 4101, 4102 & 4103, R.S./L.R. PLOT NO- 3859, 3870 & 3871, WITHIN PURULIA MUNICIPALITY WARD NO- 21, HOLDING NO- 25/1, 35 & 36, P.S.- PURULIA, DIST.- PURULIA.

TOTAL AREA OF LAND - 1 BIGHA 15 KATHA 15 CHATAK 29 SFT. OR 25904 SFT.

AREA SHOWN IN RED



OWNERS ---

- Anshul Kumar Rathi*
 1. ANSHUL KUMAR RATHI
Bhagwati Prasad Rathi
 2. BHAGWATI PRASAD RATHI
Binita Rathi
 3. BINITA RATHI
Puja Rathi
 4. PUJA RATHI

DEVELOPER ---

Pragati Infratech (India) Pvt. Ltd
Director
Pragati Infratech (India) Pvt. Ltd.
Authorised Signatory

TRACED BY-

A. medil
 LIC-140-15061-21/24

SCALE- 33=1"



Government of West Bengal

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









OFFICE OF THE A.D.S.R. PURULIA, District Name :Purulia

Signature / LTI Sheet of Query No/Year 14022002956667/2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Anshul Kumar Rathi Old Manbazar Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:- Purulia Town, District:- Purulia, West Bengal, India. PIN:- 723101	Land Lord			Anshul Kumar Rathi 01/12/2023
2	Mr Bhagwati Prasad Rathi Old Manbazar Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101	Land Lord			Bhagwati Prasad Rathi 1/12/23
3	Smt Binita Rathi Old Manbazar Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101	Land Lord			Binita Rathi 1/12/23

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Smt Puja Rathi Old Manbazar Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101	Land Lord			Puja Rathi 1/12/2023
5	Mr Ajit Kumar Sarawgi North Lake Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:- Purulia Town, District:- Purulia, West Bengal, India, PIN:- 723101	Representative of Developer [Pragati Infratech India Private Limited]			Ajit Kumar Sarawgi 1/12/2023
6	Mr Anup Kumar Sarawgi North Lake Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:- Purulia Town, District:- Purulia, West Bengal, India, PIN:- 723101	Representative of Developer [Pragati Infratech India Private Limited]			Anup Kumar Sarawgi 01/12/2023
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Kishan Sharma Son of Hanuman Prasad Sharma Garikhana, Ambarish Pally, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:- Purulia, West Bengal, India, PIN:- 723101	Mr Anshul Kumar Rathi, Mr Bhagwati Prasad Rathi, Smt Binita Rathi, Smt Puja Rathi, Mr Ajit Kumar Sarawgi, Mr Anup Kumar Sarawgi			Kishan Sharma 1/12/23


(Ruhul Amin)

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



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240303403251

GRN Details

GRN:	192023240303403251	Payment Mode:	Online Payment
GRN Date:	01/12/2023 17:23:27	Bank/Gateway:	Union Bank of India
BRN :	521425653	BRN Date:	01/12/2023 05:25:28
GRIPS Payment ID:	011220232030340324	Payment Init. Date:	01/12/2023 17:23:27
Payment Status:	Successful	Payment Ref. No:	2002956667/3/2023

[Query No*/Query Year]

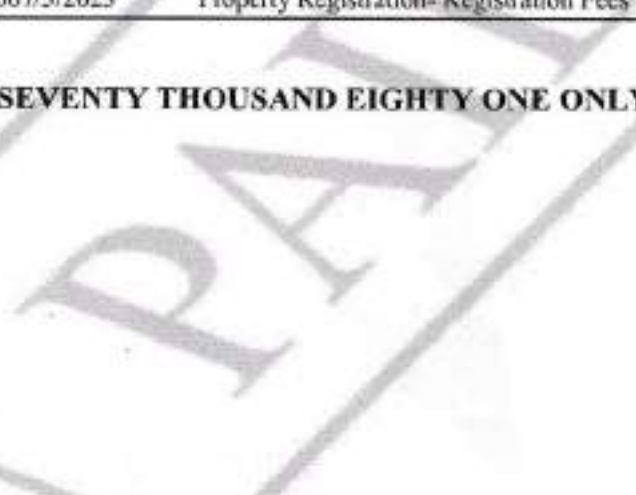
Depositor Details

Depositor's Name:	Pragati Infratech India Private Limited
Address:	Po Kolkata Ps Park Street Dist Kolkata, West Bengal, 700016
Mobile:	9126217486
Contact No:	9434009249
Depositor Status:	Buyer/Claimants
Query No:	2002956667
Applicant's Name:	Mr Malay Kumar Das
Address:	A.D.S.R. PURULIA
Office Name:	A.D.S.R. PURULIA
Identification No:	2002956667/3/2023
Remarks:	Sale, Development Agreement or Construction agreement Payment No 3
Period From (dd/mm/yyyy):	01/12/2023
Period To (dd/mm/yyyy):	01/12/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002956667/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	70060
2	2002956667/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	70081

IN WORDS: SEVENTY THOUSAND EIGHTY ONE ONLY.



Major Information of the Deed

Deed No :	I-1402-06021/2023	Date of Registration	06/12/2023
Query No / Year	1402-2002956667/2023	Office where deed is registered	
Query Date	01/12/2023 2:35:02 PM	A.D.S.R. PURULIA, District: Purulia	
Applicant Name, Address & Other Details	Malay Kumar Das Village Joynagar,Thana : Purulia Muffassil, District : Purulia, WEST BENGAL, Mobile No. : 9635579521, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney (Rs : 50/-), [4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
	Rs. 8,72,74,183/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,060/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Deshbandhu Road, Mouza: Raghampur, , Ward No: 21, Holding No:25/1 35 and 36 JI No: 0, Pin Code : 723101

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-3859	RS-4100	Commercial	Bastu	17 Dec	2,49,35,481/-	Property is on Road

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Deshbandhu Road, Mouza: Raghampur, , Ward No: 21, Holding No:25/1 35 and 36 JI No: 0, Pin Code : 723101

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	RS-3870	RS-4101	Commercial	Bastu	17.5 Dec	2,56,68,877/-	Property is on Road
L3	RS-3871	RS-4103	Commercial	Bastu	25 Dec	3,66,69,825/-	Property is on Road
TOTAL :				42.5Dec	0/-	623,38,702 /-	
Grand Total :				59.5Dec	0/-	872,74,183 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Anshul Kumar Rathi (Presentant) Son of Late Ramesh Kumar Rathi Old Manbazar Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:: AExxxxxx6Q,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Pvt. Residence
2	Mr Bhagwati Prasad Rathi Son of Late Ramesh Kumar Rathi Old Manbazar Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:: AGxxxxxx5K,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Pvt. Residence
3	Smt Binita Rathi Wife of Mr Anshul Kumar Rathi Old Manbazar Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:: AFxxxxxx6J,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Pvt. Residence
4	Smt Puja Rathi Wife of Mr Bhagwati Prasad Rathi Old Manbazar Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:: CLxxxxxx1G,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Pragati Infratech India Private Limited 24 Park Street, Development House, 3rd Floor, Kolkata, City:- Kolkata, P.O:- Kolkata, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: AAxxxxxx1L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Ajit Kumar Sarawgi Son of Late Nandlal Sarawgi North Lake Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Pragati Infratech India Private Limited (as Signatory Authority)

2 Mr Anup Kumar Sarawgi

Son of Late Motilal Sarawgi North Lake Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Pragati Infratech India Private Limited (as Signatory Authority)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Kishan Sharma Son of Hanuman Prasad Sharma Garkhana, Ambarish Paly, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101			

Identifier Of Mr Anshul Kumar Rathi, Mr Bhagwati Prasad Rathi, Smt Binita Rathi, Smt Puja Rathi, Mr Ajit Kumar Sarawgi, Mr Anup Kumar Sarawgi

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr Anshul Kumar Rathi	Pragati Infratech India Private Limited-4.25 Dec
2	Mr Bhagwati Prasad Rathi	Pragati Infratech India Private Limited-4.25 Dec
3	Smt Binita Rathi	Pragati Infratech India Private Limited-4.25 Dec
4	Smt Puja Rathi	Pragati Infratech India Private Limited-4.25 Dec

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	Mr Anshul Kumar Rathi	Pragati Infratech India Private Limited-4.375 Dec
2	Mr Bhagwati Prasad Rathi	Pragati Infratech India Private Limited-4.375 Dec
3	Smt Binita Rathi	Pragati Infratech India Private Limited-4.375 Dec
4	Smt Puja Rathi	Pragati Infratech India Private Limited-4.375 Dec

Transfer of property for L3

SI.No	From	To. with area (Name-Area)
1	Mr Anshul Kumar Rathi	Pragati Infratech India Private Limited-6.25 Dec
2	Mr Bhagwati Prasad Rathi	Pragati Infratech India Private Limited-6.25 Dec
3	Smt Binita Rathi	Pragati Infratech India Private Limited-6.25 Dec
4	Smt Puja Rathi	Pragati Infratech India Private Limited-6.25 Dec

Endorsement For Deed Number : I - 140206021 / 2023

On 01-12-2023

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

Presented for registration at 18:45 hrs on 01-12-2023, at the Private residence by Mr. Anshul Kumar Rathi , one of the Executants.

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 8,72,74,183/-

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

Execution is admitted on 01/12/2023 by 1. Mr Anshul Kumar Rathi, Son of Late Ramesh Kumar Rathi, Old Manbazar Road, Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business, 2. Mr Bhagwati Prasad Rathi, Son of Late Ramesh Kumar Rathi, Old Manbazar Road, Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business, 3. Smt Binita Rathi, Wife of Mr Anshul Kumar Rathi, Old Manbazar Road, Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business, 4. Smt Puja Rathi, Wife of Mr Bhagwati Prasad Rathi, Old Manbazar Road, Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business

Identified by Mr Kishan Sharma, , Son of Hanuman Prasad Sharma, Garikhana, Ambarish Pally, Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by profession Others

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

Execution is admitted on 01-12-2023 by Mr Ajit Kumar Sarawgi, Signatory Authority, Pragati Infratech India Private Limited, 24 Park Street, Development House, 3rd Floor, Kolkata, City:- Kolkata, P.O:- Kolkata, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr Kishan Sharma, , Son of Hanuman Prasad Sharma, Garikhana, Ambarish Pally, Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by profession Others

Execution is admitted on 01-12-2023 by Mr Anup Kumar Sarawgi, Signatory Authority, Pragati Infratech India Private Limited, 24 Park Street, Development House, 3rd Floor, Kolkata, City:- Kolkata, P.O:- Kolkata, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr Kishan Sharma, , Son of Hanuman Prasad Sharma, Garikhana, Ambarish Pally, Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by profession Others



Ruhul Amin

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

Purulia, West Bengal

On 06-12-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/12/2023 5:25AM with Govt. Ref. No. 192023240303403251 on 01-12-2023, Amount Rs: 21/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 521425653 on 01-12-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,060/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,060/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 24139, Amount: Rs.5,000.00/-, Date of Purchase: 01/12/2023, Vendor name: DEBDAS BHATTACHARYA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 01/12/2023 5:25AM with Govt. Ref. No: 192023240303403251 on 01-12-2023, Amount Rs: 70,060/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 521425653 on 01-12-2023, Head of Account 0030-02-103-003-02



Ruhul Amin

ADDITIONAL DISTRICT SUB-REGISTRAR

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

Purulia, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1402-2023, Page from 97628 to 97670

being No 140206021 for the year 2023.



Ruhul

Digitally signed by RUHUL AMIN
Date: 2023.12.08 15:01:30 +05:30
Reason: Digital Signing of Deed.

(Ruhul Amin) 08/12/2023

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.