

SLNO- 2181/2023

22/8(33) I - 2161/202



पश्चिम बंगाल WEST BENGAL 2020952368/2023

K 815764

13.04.2023  
07.15 PM

Signature of the person who  
executed is illegible. The  
signature sheet and the  
endorsement sheet attached  
with this instrument  
is true document.

22/4/23

Balkishan Khedia  
Anand Khedia  
Smt. Chakrabarti  
Ajay Kumar Khedia  
Rajin Khedia  
Rabbi Khedia

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

1. Date : 13-04-2023
2. Place : Purulia
3. Parties :

3.1 **Sri Balkishan Khedia** Aadhaar No. 5596 6545 2617, PAN AGDPK-5549D son of Late Bajrang Prasad Khedia, Hindu by religion, Indian Citizen, Business by occupation resident of North Lake Road, P.O. & Dist. - Purulia - 723101 (W.B.).

3.2 **Sri Anand Khedia** Aadhaar No. 3813 5067 5444, PAN AFLPK4854L son of Late Bajrang Prasad Khedia, Hindu by religion, Indian Citizen, Business by occupation resident of North Lake Road, P.O. & Dist. - Purulia - 723101 (W.B.).

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क्रमांक नं. 850 - 13/04/2023

पतिदार श्री. Pragati Infotech (India) Pvt. Ltd.  
शहर Kolkata थाना Kolkata

रुमा 5000

*Subas Bhattacharya*  
SBDAS BHATTACHARYA  
Purulia

Belmishan Kundu



K 812

V.C.T.9.NO-863

Belmishan Kundu



V.C.T.9.NO-864

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*Subas Bhattacharya*



V.C.T.9.NO-865

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Mrs. Shukun Kundu



V.C.T.9.NO-866

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Arun Kumar Kundu

Additional District  
Sub-Registrar

13 APR 2023

Purulia (W.B.)



V.C.T.9.NO-867

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Rajesh Kundu

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Belwisher Khedia  
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-  
Late Shankar Khedia  
Arun Kumar Khedia  
Rajesh Khedia  
Bablu Khedia

**3.3 Sri Uma Shankar Khedia**, Aadhaar No. 3938 7797 8904, PAN AGDPK5550C son of Late Mahabir Prasad Khedia, Hindu by religion, Indian Citizen, Business by occupation resident of Main Road, P.O. & Dist. - Purulia - 723101 (W.B.).

**3.4 Sri Arun Kumar Khedia**, Aadhaar No. 6452 0143 7199, PAN AGFPK0280K, son of Late Mahabir Prasad Khedia, Hindu by religion, Indian Citizen, Business by occupation resident of Main Road, P.O. & Dist. - Purulia - 723101 (W.B.).

**3.5 Sri Rajesh Khedia**, Aadhaar No. 7513 6133 1109, PAN AIYPK3434A, son of Late Pawan Kumar Khedia, Hindu by religion, Indian Citizen, Business by occupation resident of Vrindavan Complex, Ranchi Road near HDFC Bank, P.O. & Dist. - Purulia - 723101.

**3.6 Sri Bablu Khedia** Aadhaar No. 4167 2811 2759 PAN AFOPK1105P, son of Late Pawan Kumar Khedia, Hindu by religion, Indian Citizen, Business by occupation resident of Chowk Bazar, Main Road, P.O. & Dist. - Purulia - 723101 (W.B.).


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


**AND**

**3.7 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, 3<sup>rd</sup> Floor, Kolkata - 700 016, represented by Signatory authority Sri Ajit Kumar Sarawgi, Aadhaar No. 2348 0998 5630, son of Late Nand Lal Sarawgi and Sri Siddharth Sarawgi Aadhaar No. 9265 3082 9155, son of Sri Anup Kumar Sarawgi, both Hindu by religion, Indian Citizen, both Business by occupation, both resident of North Lake Road, Purulia, P.O. Purulia, P.S. Purulia(T) and Dist. - Purulia - 723 101 hereinafter

  
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V.C.T.G. NO-869  
Pragati Infratech (India) Pvt. Ltd.  
Dit Kh-6wh  
Authorised Signatory

  
V.C.T.G. NO-870  
Pragati Infratech (India) Pvt. Ltd.  
Raddh...  
Authorised Signatory

  
V.C.T.G. NO-871  
Kishan Sharma  
S/o- Lt. Hanuman Pr. Sharma  
Gaukhana, Ambarish Pally  
Broula;



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Sub-Registrar  
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Purulia (W.B.)

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Bablu Khedia.

referred to as " **the Developer**" ( which expression shall unless excluded by or repugnant 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 of the said property : Agreement between the Owners and the Developer with regard to development ( in the manner specified in this Agreement ) of a plot of land located at Haripada Dan Road, Rathala, P.O. - Namopara - 723103, Dist. - Purulia measuring about 23 Katha, 4 Chhatak, 7 Sq.ft., more or less 16747 Sq.ft. together with boundary wall, under R.S. Plot No. 13217 (Part ), R.S. Khatian No. 3224 Mouza - Purulia J.L. No. 292/2, Purulia Municipal Holding No. 09, Ward No. 12, 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 Ownership of the said Property** - Sri Badridas Khedia since deceased, acquired one Plot of Land measuring 1.3476 Acre and got his name recorded in the settlement records in the ROR as R.S. Plot No. 13217. R.S. Khatian No. 3224 in Mouza Purulia, Dist. - Purulia. He also got his name mutated and recorded in Purulia Municipality in Ward No. 12, Holding No. 07 New Holding 09.

The said Badridas Khedia left for heavenly abode leaving his three sons namely :-

1. Mahabir Prasad Khedia
2. Bajrang Prasad Khedia
3. Pawan Kumar Khedia

Balkishan Khedia

Anand Khedia

Smt. Rajni Daruka

Smt. Alka Singhania

Smt. Shakuntala Khedia

Sri Uma Shankar Khedia

As his only legal heirs, wife of the said Badridas Khedia predeceased him.

The said Mahabir Prasad Khedia deceased leaving his two sons and two daughters namely Uma Shankar Khedia, Arun Khedia, Renu Devi Santhalia and Sarita Devi Bajaj as his legal heirs. The wife of the said Mahabir Prasad Khedia has also since been deceased.

The said Bajrang Prasad Khedia deceased leaving his two sons two daughters and his wife namely Balkishan Khedia, Anand Khedia, Rajni Daruka, Alka Singhania and Shakuntala Khedia as his only legal heirs.

The said Pawan Kumar Khedia deceased leaving his two sons and two daughters namely Rajesh Khedia, Bablu Khedia, Rita Jalan and Rekha Agarwal as his legal heirs. The wife of the said Pawan Kumar Khedia has also since been deceased.

Hence following persons are the only legal heirs of Late Badridas Khedia :-

1. Sri Balkishan Khedia
2. Sri Anand Khedia
3. Smt. Rajni Daruka
4. Smt. Alka Singhania
5. Smt. Shakuntala Khedia
6. Sri Uma Shankar Khedia
7. Sri Arun Kumar Khedia
8. Smt. Renu Devi Santhalia
9. Smt. Sarita Devi Bajaj
10. Sri Rajesh Khedia
11. Sri Bablu Khedia
12. Smt. Rita Jalan
13. Smt. Rekha Agarwal

Balkishan Khedia

Anand Khedia

Uma Shankar Khedia

Arun Kumar Khedia

Rajesh Khedia

Bablu Khedia

These legal heirs, by virtue of inheritance became the absolute owner and were in possession of the said plot of land acquired by Badridas Khedia as mentioned herein above.

**5.1.2.** The said legal heirs sold some portions out of the said plot of land to various other buyers. After such sales the said legal heir were left with 23 Katha, 4 Chhatak & 7 Sq.ft. more or less 16747 Sq.ft. in their absolute ownership and possession.

**5.1.3** Out of the said legal heirs, persons mentined in sl. Nos. 3,4,5,8,9, 12 & 13 hereinabove in clause 5.1.1. gifted their entire share in the said plot of land as mentioned in 5.1.2 above to the persons mentioned in Sl. No. 1,2,6,7,10 & 11 being their own brother / son by say of Deed of Gifts registered in the office of A.D.S.R., Purulia details as under :-

<b>Regd. Gift Deed No. &amp; Date</b>	<b>Doner</b>	<b>Donee</b>
I/140202010/2023 dated 11-04-2023	Smt. Shakuntala Khedia	Sri Balkishan Khedia & Sri Anand Khedia
I/140201985/2023 dated 10-04-2023	Smt. Rekha Agarwal	Sri Bablu Khedia
I/140202005/2023 dated 11-04-2023	Smt. Renu Devi Santhalia	Sri Uma Shankar Khedia
I/140202006/2023 dated 11-04-2023	Smt. Rajni Daruka	Sri Balkishan Khedia
I/140202007/2023 dated 11-04-2023	Smt. Sarita Devi Bajaj	Sri Arun Kumar Khedia
I/140202008/2023 dated 11-04-2023	Smt. Rita Jalan	Sri Rajesh Khedia
I/140202009/2023 dated 11-04-2023	Smt. Alka Singhanian	Sri Anand Khedia

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Wazir Singh Khehra

Arun Kumar Khehra

Rajesh Khehra

Bablo Khehra

**5.1.4 Rights of Owners :** In the manner stated above and by virtue of the gifts as mentioned in 5.1.3, the Owners became and are seized and possessed of and well and sufficiently entitled to the plot of land measuring 23 Katha, 4 Chhatak & 7 Sq.ft. more or less 16747 Sq.ft. in the ratio of 1/6<sup>th</sup> share each. No Person other than the Owners have any right, Title and / or interest of any nature whatsoever in the said Property or any part thereof.

**5.1.5.** The Plot of Land mentioned in 5.1.4. was not mutated in the Settlement records nor in the Municipal records in the name of the Owners.

**5.1.6.** The Owners offered the said plot of land measuring 23 Katha, 4 Chhatak, 07 Sq.ft. more or less - 16747 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 Owners shall ensure that Owners' title to the said Property continues to remain marketable and free from all encumbrances.

**5.1.9 Previous Agreement :** The Owners alongwith the said legal heirs mentioned in Sl. No. 3,4,5,8,9, 12 & 13 mentioned in Clause 5.1.1. and



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Arun Kumar Khedia

Rajesh Khedia

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the Developer have entered into a Notarised Development Agreement dated 31-12-2020 to develop and commercially exploit one property as mentioned in clause 4 of the Agreement on terms and conditions mentioned in the said Development Agreement.

Now in the changed scenario the parties have decided to enter into a new 'Deed of Development Agreement and General Power of Attorney' for Development and Commercial exploitation of the said Property details as mentioned in Clause 4 below.

The parties have further decided to get the "Deed of Development Agreement and General Power of Attorney" registered with the Purulia Registry Office.

This Deed of Development Agreement and General Power of Attorney entered into on the date first mentioned above, shall supersede the Notarised Development Agreement dated 31-12-2020.

**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.

**5.1.13** The Owners have undertaken to get the said property record and mutated in the Settlement records as well as in the Municipal records at the earliest with the cooperation of the Developer.

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Bablu Khooly

5.1.14 The Owners have further undertaken to bear and pay whatever fees and other expenses that may be required to regularizes the records including mutation and conversion as mentioned in 5.1.13.

**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 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 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

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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 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 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

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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.

**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

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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 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 & empowered 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 & empowered to the Developer and / or its nominees for the purpose of dealing with all regulatory and possessory issues relating to the Project /

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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.

**10.3** Further the Owners mentioned in 3.1 to 3.6 have hereby authorized and empowered the Owner mentioned in 3.1 & 3.5 to sign and execute all documents plans etc. in their behalf also. Hence documents plans etc. including demarcation of their allocation as provided in 14.1 executed jointly by owners no. 3.1 & 3.5 would be deemed to have been executed jointly by owners no. 3.1 to 3.6.

**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 31.5% of the total sale proceeds received from the sale of total constructed area as per building Plans 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 68.5% of the total sale proceeds received from the sale of total constructed area as per Building Plans including parking space and other saleable area as **Developer's Allocation**. The Developer's Allocation shall include undivided, indivisible and proportionate share in (1) the Common Portions and (2) the land contained in the said Property.

**13. Financials :**

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**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 31.5 : 68.5 ratio. 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 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

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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, 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



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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 completes 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, Schemes, rules regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the

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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 cooperate 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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Mrs. Kheddo

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Rajiv Kheddo

Bablu Kheddo

**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

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Rajesh Khedra

Boblu Khedra

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 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<sup>m</sup> 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** Owner mentioned under clause 3.1 to 3.6 have the right, authority, power and capacity to enter into this Agreement and to

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Arun Kumar Khedil

Rajesh Khedil

Bobu Khedil

perform the obligations hereunder and in so doing, is not in breach of any obligations nor duties owed to any third parties.

## 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 Siddharth Sarawgi, son of Sri Anup Kumar Sarawgi of North Lake Road, Purulia, 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.

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A. K. Khedra

S. K. Khedra

Arun Kumar Khedra

Rajesh Khedra

Bablu Khedra

**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.

**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

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 Mrs. Sakin Kherde

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Rajesh Kherde

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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, Ekrarnama, Powernama etc. 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.

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Rajesh Kheddy

Bablu Kheddy

**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.

**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



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A. A. Kherde

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Arun Kumar Khedaj

Rajesh Khedaj

Rajesh Khedaj

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 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.

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 J. Khedra  
 Mrs. Shashi Khedra

Arun Kumar Khedra

Rajesh Khedra

Bablu Khedra

## 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, 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

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thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavours, to re-commence 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 (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

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Khera Khera Khera  
A. K. Khera Khera Khera

Rajesh Khera  
Babishan Khera

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.

**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

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Bablu Khedra

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 is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement. However any amendment or modification executed in writing by owner no. 3.1 & 3.5 would be deemed to have been jointly executed by owner no. 3.1 to 3.6.

**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

Balwinder Khandu  
A. Khandu  
4000 Shakti Road

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Ashu Kumar Thediya

Rajesh Khedkar  
Babu Khedkar

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 4<sup>th</sup> 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 :**

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Balwinder Khanda

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Arun Kumar Khedia

Rajesh Khedia

Balwinder Khanda

**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

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K. S. Khosla

Arun Kumar Khedra

Rajesh Khosla

Bablu Khedra

**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.

**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 Statutes :** In this Agreement any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to



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Rajesh Khatia

Bablu Khatia

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.

**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 Haripada Dan Road, Rathtala, P.O. - Namopara - 723103, Dist. - Purulia measuring 1.3476 Acre under **R.S. Plot No. 13217, R.S. Khatina No. 3224** in J.L. No. 292/2 in **Mouza - Purulia**, out of which an area measuring

Balmishan Khedia  
Ajit Kumar Sarawgi  
Uma Shankar Khedia

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Rajesh Khedia

Bablu Khedia

about 23 Katha, 4 Chhatak, 7 Sq.ft., more or less 16747 Sq.ft. under Purulia Municipal Holding No. 09 (Old Holding No. 07) Ward No.12 as mentioned in 5.13 of the Agreement as marked and delineated in Colour Red in the Map enclosed, bounded by

- On the North** : Haripada Dan Road ( Bucha Bandh Bye Lane )  
**On the East** : Bucha Bandh Area  
**On the West** : R.S. Plot No. 13214  
**On the South** : R.S. Plot No. 13217 ( Part )

Execution and Delivery In Witness whereof the Parties have executed this Deed of Development Agreement and General Power of Attorney on the date mentioned above.

**Note :-** Signature with photo and fingers print of the owners and developer are affixed on the specimen copies.

Developer & Attorney

For : Pragati Infratech (India) Pvt. Ltd.  
Pragati Infratech (India) Pvt. Ltd.

Ajit Kumar Sarawgi  
Authorised Signatory  
Auth. Signatory

Pragati Infratech (India) Pvt. Ltd.

Siddharth Sarawgi  
Authorised Signatory  
Auth. Signatory

Witness 1

Signature Kishan Sharma

Owner

Balmishan Khedia

1. Sri Balkishan Khedia

Anand Khedia

2. Sri Anand Khedia

Uma Shankar Khedia

3. Sri Uma Shankar Khedia

Poornima Khedia  
Asha Khedia  
Uma Shankar Khedia

Arun Kumar Khedia

Rajesh Khedia  
Bablu Khedia

Name Kishan Sharma  
Father's Name Lt. Harman P. Sharma  
Address : Conkhana, Ambarish Bldg 4,  
Purulia.

Arun Kumar Khedia  
Sri Arun Kumar Khedia

Witness 2  
Signature Goutam Kumar  
Name Goutam Kumar

Rajesh Khedia  
5. Sri Rajesh Khedia

Father's Name Lt. Bhobanath Kumar  
Address Senay Bunder, Reng Road,  
P.O. & Dist. Purulia-723101.

Bablu Khedia  
6. Sri Bablu Khedia

























Drafted and prepared by





Malay Kumar Das  
(Malay Kumar Das)  
Deed Writer, Purulia  
Licence No. 94/Prl.

Typed by

Jafar Sadique Ansari  
(Jafar Sadique Ansari) of Purulia.

**SPECIMEN FORM FOR PHOTO AND FINGERS' PRINT**

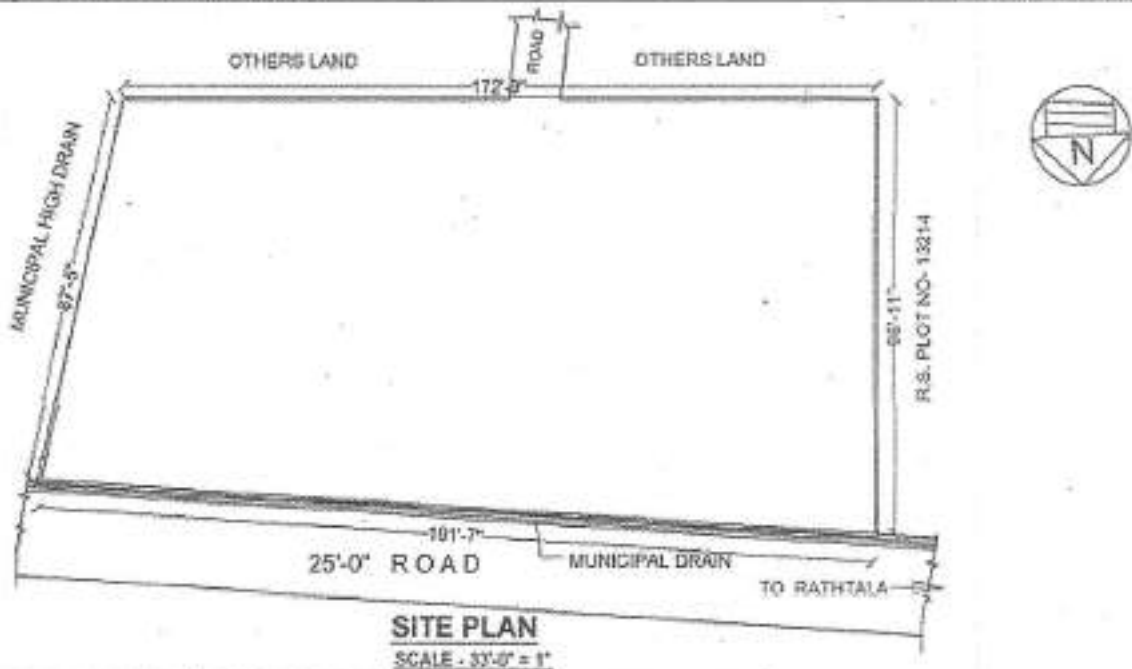
Signature with Photo of the Owner No. 1	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
Fingers' Impression of my both hands: <i>Balmishan Khedra</i>					
Signature with Photo of the Owner No. 2	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
Fingers' Impression of my both hands: <i>Balmishan Khedra</i>					
Signature with Photo of the Owner No. 3	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
Fingers' Impression of my both hands: <i>Balmishan Khedra</i>					
Signature with Photo of the Owner No. 4	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
Fingers' Impression of my both hands: <i>Azam kumar khedra</i>					

Signature with Photo of the Owner No. 5	<b>Left Hand</b>				
					
	Thumb	Fore	Middle	Ring	Little
	<b>Right Hand</b>				
Fingers' Impression of my both hands: <i>Rajesh Khedre</i>					
Signature with Photo of the Owner No. 6	<b>Left Hand</b>				
					
	Thumb	Fore	Middle	Ring	Little
	<b>Right Hand</b>				
Fingers' Impression of my both hands: <i>Bablu Khedre</i>					
Signature with Photo of the Signatory Authority No. 1	<b>Left Hand</b>				
					
	Thumb	Fore	Middle	Ring	Little
	<b>Right Hand</b>				
Fingers' Impression of my both hands: <i>Ati Karbhade</i>					
Signature with Photo of the Signatory Authority No. 2 on behalf of the Developer	<b>Left Hand</b>				
					
	Thumb	Fore	Middle	Ring	Little
	<b>Right Hand</b>				
Fingers' Impression of my both hands: <i>Kiddanath</i>					

**SITE PLAN OF MOUZA- PURULIA, J.L. NO- 192/2. R.S. KHATTAN NO- 3224,  
R.S. PLOT NO- 13217 (PART), WITHIN PURULIA MUNICIPALITY WARD NO- 12,  
HOLDING NO- 9, ON H.P. DAN ROAD (BUCHA BANDH BYE LANE), PURULIA.**

AREA OF LAND - 23 KATTHA 4 CHATTAK 7 SFT.

AREA SHOWN IN RED



Signature of the Owners

1. Belmishan Kumar
2. Anil Kumar
3. Anand Kumar
4. Anam Kumar Khedoi
5. Rajish Khedoi
6. Bablu Khedoi

SIGNATURE OF DEVELOPER

Pragati Infratech (India) Pvt. Ltd.

*Signature*  
**Authorised Signatory**

Pragati Infratech (India) Pvt. Ltd.

*Signature*  
**Authorised Signatory**





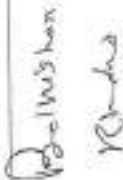






Government of West Bengal

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 14022000952368/2023

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 Balkishan Khedia North Lake Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:- Purulia Town, District:- Purulia, West Bengal, India, PIN:- 723101	Land Lord			
2	Mr Anand Khedia North Lake Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101	Land Lord			
3	Mr Uma Shankar Khedia Main Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101	Land Lord			

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	Mr Arun Kumar Khedia Main Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101	Land Lord			Arun Kumar Khedia
5	Mr Rajesh Khedia Vrindavan Complex, Ranchi Road Near HDFC Bank, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101	Land Lord			Rajesh Khedia
6	Mr Bablu Khedia Chowk Bazar, Main Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:- Purulia Town, District:- Purulia, West Bengal, India, PIN:- 723101	Land Lord			Bablu Khedia
7	Mr Ajit Kumar Sarawgi North Lake Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:- Purulia Town, District:- Purulia, West Bengal, India, PIN:- 723101	Represent ative of Developer [Pragati InfraTech India Private Limited]			Ajit Kumar Sarawgi 13/4/2023



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
8	Mr Siddharth Sarawgi North Lake Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:- Purulia Town, District:- Purulia, West Bengal, India, PIN:- 723101	Represent ative of Developer [Pragati Infratech India Private Limited]			 13/4/23
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Kishan Sharma Son of Hartuman Prasad Sharma Ambarish Pally, Garikhana, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District- Purulia, West Bengal, India, PIN:- 723101	Mr Balkishan Khedia, Mr Anand Khedia, Mr Uma Shankar Khedia, Mr Arun Kumar Khedia, Mr Rajesh Khedia, Mr Bablu Khedia, Mr Ajit-Kumar Sarawgi, Mr Siddharth Sarawgi			 13/04/23

  
(Rubul Amin)

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

## Major Information of the Deed

Deed No :	I-1402-02161/2023	Date of Registration	24/04/2023
Query No / Year	1402-2000952368/2023	Office where deed is registered	
Query Date	12/04/2023 6:37:09 PM	A.D.S.R. PURULIA, District: Purulia	
Applicant Name, Address & Other Details	Malay Kumar Das Village Joynagar, Thana : Purulia Muffassil, District : Purulla, 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. 1,55,74,695/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 40,060/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: H.P. Dan Road, Mouza: Purulia-(002), JI No: 2, Pin Code : 723103

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-13217 (RS :-)	LR-3224	Bastu	Bastu	23 Katha 4 Chatak 7 Sq Ft		1,55,74,695/-	Property is on Road
<b>Grand Total :</b>					<b>38.3785Dec</b>	<b>0/-</b>	<b>155,74,695 /-</b>	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p><b>Mr Balkishan Khedia (Presentant)</b>                      Son of Late Bajrang Prasad Khedia North Lake Road, Purulia, City:- Purulla, 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.:: AGxxxxxx9D, Aadhaar No: 55xxxxxxxx2617, Status :Individual, Executed by: Self, Date of Execution: 13/04/2023                      , Admitted by: Self, Date of Admission: 13/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 13/04/2023                      , Admitted by: Self, Date of Admission: 13/04/2023 ,Place : Pvt. Residence</p>

2	<p><b>Mr Anand Khedia</b>  Son of Late Bajrang Prasad Khedia 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, PAN No.:: AFxxxxxx4L, Aadhaar No: 38xxxxxxx5444, Status :Individual, Executed by: Self, Date of Execution: 13/04/2023  , Admitted by: Self, Date of Admission: 13/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 13/04/2023  , Admitted by: Self, Date of Admission: 13/04/2023 ,Place : Pvt. Residence</p>
3	<p><b>Mr Uma Shankar Khedia</b>  Son of Late Mahabir Prasad Khedia Main 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.:: AGxxxxxx0C, Aadhaar No: 39xxxxxxx8904, Status :Individual, Executed by: Self, Date of Execution: 13/04/2023  , Admitted by: Self, Date of Admission: 13/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 13/04/2023  , Admitted by: Self, Date of Admission: 13/04/2023 ,Place : Pvt. Residence</p>
4	<p><b>Mr Arun Kumar Khedia</b>  Son of Late Mahabir Prasad Khedia Main 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.:: AGxxxxxx0K, Aadhaar No: 64xxxxxxx7199, Status :Individual, Executed by: Self, Date of Execution: 13/04/2023  , Admitted by: Self, Date of Admission: 13/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 13/04/2023  , Admitted by: Self, Date of Admission: 13/04/2023 ,Place : Pvt. Residence</p>
5	<p><b>Mr Rajesh Khedia</b>  Son of Late Pawan Kumar Khedia Vrindavan Complex, Ranchi Road Near HDFC Bank, 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.:: Alxxxxxx4A, Aadhaar No: 75xxxxxxx1109, Status :Individual, Executed by: Self, Date of Execution: 13/04/2023  , Admitted by: Self, Date of Admission: 13/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 13/04/2023  , Admitted by: Self, Date of Admission: 13/04/2023 ,Place : Pvt. Residence</p>
6	<p><b>Mr Bablu Khedia</b>  Son of Late Pawan Kumar Khedia Chowk Bazar, Main 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.:: AFxxxxxx5P, Aadhaar No: 41xxxxxxx2759, Status :Individual, Executed by: Self, Date of Execution: 13/04/2023  , Admitted by: Self, Date of Admission: 13/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 13/04/2023  , Admitted by: Self, Date of Admission: 13/04/2023 ,Place : Pvt. Residence</p>

**Developer Details :**

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

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Ajit Kumar Sarawgi</b> Son of Late Nandalal 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, , PAN No.:: AKxxxxxx4A, Aadhaar No: 23xxxxxxxx5630 Status : Representative, Representative of : Pragati Infratech India Private Limited (as Signatory Authority)
2	<b>Mr Siddharth Sarawgi</b> Son of Mr Anup Kumar 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, , PAN No.:: BQxxxxxx0C, Aadhaar No: 92xxxxxxxx9155 Status : Representative, Representative of : Pragati Infratech India Private Limited (as Signatory Authority)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Kishan Sharma</b> Son of Hanuman Prasad Sharma Ambarish Pally, Garikhana, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101			
Identifier Of Mr Balkishan Khedia, Mr Anand Khedia, Mr Uma Shankar Khedia, Mr Arun Kumar Khedia, Mr Rajesh Khedia, Mr Bablu Khedia, Mr Ajit Kumar Sarawgi, Mr Siddharth Sarawgi			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Balkishan Khedia	Pragati Infratech India Private Limited-6.39642 Dec
2	Mr Anand Khedia	Pragati Infratech India Private Limited-6.39642 Dec
3	Mr Uma Shankar Khedia	Pragati Infratech India Private Limited-6.39642 Dec
4	Mr Arun Kumar Khedia	Pragati Infratech India Private Limited-6.39642 Dec
5	Mr Rajesh Khedia	Pragati Infratech India Private Limited-6.39642 Dec
6	Mr Bablu Khedia	Pragati Infratech India Private Limited-6.39642 Dec

**Land Details as per Land Record**

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: H.P. Dan Road, Mouza: Purulia-(002), JI No: 2, Pin Code : 723103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 13217, LR Khatian No:- 3224		Seller is not the recorded Owner as per Applicant.

On 13-04-2023

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

Presented for registration at 19:15 hrs on 13-04-2023, at the Private residence by Mr Balkishan Khedia, 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 1,55,74,695/-

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

Execution is admitted on 13/04/2023 by 1. Mr Balkishan Khedia, Son of Late Bajrang Prasad Khedia, North Lake 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 Anand Khedia, Son of Late Bajrang Prasad Khedia, North Lake Road, Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business, 3. Mr Uma Shankar Khedia, Son of Late Mahabir Prasad Khedia, Main Road, Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business, 4. Mr Arun Kumar Khedia, Son of Late Mahabir Prasad Khedia, Main Road, Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business, 5. Mr Rajesh Khedia, Son of Late Pawan Kumar Khedia, Vrindavan Complex, Ranchi Road Near HDFC Bank, Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business, 6. Mr Bablu Khedia, Son of Late Pawan Kumar Khedia, Chowk Bazar, Main Road, Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business

Indetified by Mr Kishan Sharma, , Son of Hanuman Prasad Sharma, Ambarish Pally, Garikhana, 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 13-04-2023 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:-Bowbazar, District:- Kolkata, West Bengal, India, PIN:- 700016

Indetified by Mr Kishan Sharma, , Son of Hanuman Prasad Sharma, Ambarish Pally, Garikhana, 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 13-04-2023 by Mr Siddharth Sarawgi, Signatory Authority, Pragati Infratech India Private Limited, 24 Park Street, Development House, 3rd Floor, Kolkata, City:- Kolkata, P.O:- Kolkata, P.S:-Bowbazar, District:- Kolkata, West Bengal, India, PIN:- 700016

Indetified by Mr Kishan Sharma, , Son of Hanuman Prasad Sharma, Ambarish Pally, Garikhana, 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 24-04-2023

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.

#### 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 13/04/2023 5:08AM with Govt. Ref. No: 192023240016232391 on 13-04-2023, Amount Rs: 21/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 516957262 on 13-04-2023, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,060/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,060/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 850, Amount: Rs.5,000.00/-, Date of Purchase: 13/04/2023, Vendor name: DEBDAS BHATTACHARYA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/04/2023 5:08AM with Govt. Ref. No: 192023240016232391 on 13-04-2023, Amount Rs: 35,060/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 516957262 on 13-04-2023, 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 34039 to 34085  
being No 140202161 for the year 2023.



Digitally signed by RUHUL AMIN  
Date: 2023.04.24 16:41:23 +05:30  
Reason: Digital Signing of Deed.

(Ruhul Amin) 2023/04/24 04:41:23 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. PURULIA  
West Bengal.

(This document is digitally signed.)