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17-10-2023
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Debash Mukherjee

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

1. Date : 17-10-2023
2. Place : Purulia
3. Parties :

3.1 **Sri Debesh Mukherjee** Aadhaar No. 4808 0677 1217, PAN AENPM8367D son of Late Sukumar Mukherjee,, Hindu by religion, Indian Citizen, Business by occupation resident of B.T. Sarkar Road, Purulia, P.S. Purulia (T), P.O. & Dist. Purulia 723101 (W.B.). Hereinafter referred to as "**the Owner**" (which expression shall unless exclude by or repugnant to the subject or context be deemed to mean and include his successor (s) in - interest, legal representative and assigns) of the **One Part.**

PRAGATI INFRA TECH (INDIA) PVT. LTD

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Debash Mukherjee
DIRECTOR

20330 17/10/2023
Debash Mukherjee
Purnia Purnia
5000/-
Debash Bhattacharya
BOAS BHATTACHARYA
Purnia

Debash Mukherjee



V.C.T.G.NO-1880

Debash Mukherjee



V.C.T.G.NO-1881

Pragati Infratech (India) Pvt. Ltd.

Ajit Kumar,

Director



V.C.T.G.NO-1882

Pragati Infratech (India) Pvt. Ltd.

Ajit Kumar

Authorised Signatory

3
Additional District
Sub-Registrar
17 OCT 2023
Purnia (N.C.)



V.C.T.G.NO-1883

Kishan Sharma

S/o. Lt. Hemann P. Sharma
Cricketing, Ambikapurilly
Rural.

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AND

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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, Purulia, 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 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 Owner and the Developer with regard to development and commercial exploitation (in the manner specified in this Agreement) of a plot of land located at Ranchi Road on the one side and Mission Road on the other side, R.S. Plot No. 5244, R.S. Khatian No. 3785, Mouza - Purulia, J.L. No. 292/2, Purulia Municipal Holding No. 380, Ward No. 04, an area measuring About 14 Katha, 07 Chhatak and 16 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 Owner has represented and warranted to the Developer as follows :

5.1.1 Ownership of the said Property - Sri Sukumar Mukherjee since deceased had acquired one plot of land measuring 17 Katha, 1 Chhatak and 39 Sq.ft. in R.S. Plot No. 5244, R.S. Khatian No. 9, thereafter R.S. Khatian No. 3785, Mouza Purulia vide Deed No. 7843 dated 04-12-1992 of Additional District Sub-Registrar, Purulia.

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[3]

Debash Mukherjee

5.1.2. The Plot of Land mentioned in 5.1.1. was duly mutated & recorded in the Municipal records in the name of Sri Sukumar Mukherjee. However the same was not mutated in the Settlement and Land Revenue Records in his name.

5.1.3. The said Sukumar Mukherjee died leaving behind his son Debesh Mukherjee and two daughters Tuhina Mukherjee and Bishnupriya Sarkar Mukherjee as his only legal heir and heiress. Wife of the said Sukumar Mukherjee predeceased him.

5.1.4. After the death of the said Sukumar Mukherjee, all the aforesaid heir and heiresses jointly became the absolute owner in possession in their respective 1/3rd share by inheritance in the aforesaid property mentioned in 5.1.1, and had been in absolute physical possession having transferable right, title and interest without any hindrances or interruption whatsoever.

5.1.5 Out of the above legal heir and heiresses the sisters namely Tuhina Mukherjee and Bishnupriya Sarkar Mukherjee gifted their entire share i.e. 1/3rd share each in the said property mentioned in 5.1.1. to their brother Debesh Mukherjee by one Deed of Gift registered in the Office of ADSL, Purulia vide no. I/ 14020 2217/2023 dated 25-04-2023.

5.1.6 Right of Owner : In the manner stated above and by virtue of the gift as mentioned in 5.1.5, Sri Debesh Mukherjee, the **Owner** became absolute owner and is seized and possessed of and well and sufficiently entitled to the plot of land mentioned in 5.1.1. No person other than the **Owner** have any right, title and / or interest of any nature whatsoever in the said plot of land or part thereof.

5.1.7. The **Owner** got his name mutated in the settlement records vide Mutation case no. 81 of 2023 under R.S. Plot No. 5224 and Khatian No. 3785 Mouza Purulia 02 and paid upto date land revenue vide receipt no. 5871096 dated 17-05-2023. The Owner also got the said plot converted from 'Bastu' to 'Abasan' vide Conversion case no. 372 of 2023 memo no. IV/119(Prl-I)/2181(1/2)/CON/DL & LRO/PRL/2023 dated 03-07-2023.

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[4]

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5.1.8 The Owner got his name mutated with Purulia Municipality vide Mutation Order dated 11-09-2023 Holding No. 380 Ward No. 04 and Paid Municipal Tax thereon vide receipt No. 841 dated 11-09-2023.

5.1.9. Out of the said plot as mentioned in 5.1.1., the **Owner** offered a portion measuring 14 Katha 07 Chhatak and 16 Sq.ft. to the **Developer** as the said **property** as mentioned in Clause - 4 hereinabove.

5.1.10 Marketable title of Owner : The Owner has 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.

5.1.11 Owner to Ensure Continuing marketability : The Owner shall ensure that Owners' title to the said Property continues to remain marketable and free from all encumbrances.

5.1.12 Previous Agreement : The said Sukumar Mukherjee and the Developer had entered into a Notarised Development Agreement dated 11-05-2021 to develop and commercially exploit the property as mentioned in the 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 above.

The Parties have further decided to got 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 11-05-2021 and any other agreement and / or MOU if any.

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5.1.13 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.

5.1.14 Absolute Possession : The Owner has 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.**

5.1.15 No Prejudicial Act : The Owner has 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 Owner 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 Owner 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 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 Owner 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 Owner.

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 Owner 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 Owner 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 Owner confirm that the Owner 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 and the Owner shall also pay the same for the Units in the Owner's

[8]

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Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferee includes the Owner 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 Owner 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 Owner : The Owner 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 Owner 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 Owner 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 Owner 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 Owner 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 / said Property and obtaining all necessary permissions from different authorities in connection with development of the said property.

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10.2 Further Acts : Notwithstanding grant for the aforesaid Powers of Attorney, the Owner 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 50% of the sale proceeds received from the sale of total constructed area as per building Plan on the Ground Floor, First Floor & other commercial area and 41% of the sale proceeds received from the remaining constructed area as per the building plan including parking space and all other saleable area, to the Owner 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 50% of the sale proceeds received from the sale of total constructed area as per Building Plans on the Ground Floor, First Floor and other Commercial area and 59% of the sale proceeds received from the remaining constructed area as per the building plan including parking space and all 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 :

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 Owner 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 Owner 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 Owner and the Owner 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 Owner. 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 Owner, the Owner 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.

14.6 In case of saleable spaces and other spaces areas right and benefits within the said property shall remain unsold after expiry of a period of 1(One) year from the date of obtaining Completion Certificate from the authorities, such unsold saleable spaces and other spaces areas right and benefits within the said property may be divided and allocated to the parties if they so decide in mutually, the ratio in which they have agreed to share the Gross Sale Proceeds. The Unsold Areas shall be demarcated and divided by the parties mutually in their respective ratios at mentioned in Clause 11.1 and 12.1 above.

14.7 Upon unsold areas being allotted to the parties hereto, each party shall be exclusively entitled to the area allotted to it with exclusive possession thereof and with exclusive right to sell, transfer or otherwise deal with and dispose of the same in any manner as it may deem appropriate, without any right, claim or interest therein whatsoever of the other party.

14.8 In case any agreement to be entered into with the intending transferees for the sale and transfer of the units/ constructed space are terminated, cancelled and /or rescinded for any reasons, the consequences of such termination, cancellation and rescinding shall be binding upon the Owner as well as the Developer. In case of such termination, cancellation and rescinding, the Owner as well as the Developer shall refund the amounts received by them subject to deduction of applicable cancellation charges along with applicable interest /compensation to such intending transferees within the agreed time frame.

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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 Owner. It is made specifically clear that all Rates outstanding upto that date shall remain the liability of the Owner and such dues shall be borne and paid by the Owner 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 Owner 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 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 Owner 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 Owner having no responsibility in respect thereof in any manner whatsoever.

17.6 Adherence by Developer : The Developer has assured the Owner 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 Owner 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 Owner and Developer in the ratio of their respective allocation. But the Owner 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 Owner 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 Owner not to transfer and / or assign the benefits of this Agreement or any portion thereof, without the consent the writing of the owner provided that such consent shall not be required in case of group / associate companies.

18. Obligations of Owner :

18.1 Co-operation with Developer : The Owner 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 Owner undertake to act in good faith towards the Developer (and any appointed and / or designated representatives) so that the Project can be successfully completed.

18.3 Documentation and Information : The Owner 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 Owner 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 Owner 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 Owner 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 Owner shall make out a marketable title to the said Property but notwithstanding the same, the Owner shall remain liable to rectify defects, if any, in the title. The Owner 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 Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner 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 Owner : The Owner 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 Owner being incorrect or any action of the Owner during sanction and construction or any breach or violation by the Owner.

19.3 In case any liability or encumbrances is found relating to the premises and the Owner 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 Owner 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 Owner 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 Owner shall be liable to indemnify and compensate the Developer suitably.

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20. Corporate Warranties :

20.1 By Developer : The developer warrants to the Owner 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 Owner : The Owner warrant, represent and undertake to the Developer that :

20.2.1 Owner has 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.

21. Limitation of Liability :

21.1 No Indirect Loss : Notwithstanding anything to the contrary herein, neither the Developer nor the Owner 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 Owner 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 Owner in the manner stated hereunder :-

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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 SCHDEULED PROPERTY and protect the interest and share of the Owner in the Scheduled Property.

22.1.3. To appear on behalf of the Owner 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 Owner.

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 Owner 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 Owner Allocation as defined in Clause 11, to the Owner 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 Owner 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.

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22.1.9. To execute any deed of conveyance or conveyances of both the Developers allocated portions as well as the Owner 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, 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.

Debarshi Mukherjee

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 Owner 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 Owner 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 Owner 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 Owner as the Owner are personally present and done the same themselves.

22.1.25. And the Owner 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.

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Mukherjee

22.1.26. Any consideration amount received either as advance or on conveyance or otherwise by the Developer towards the Owner share, the Developer shall transfer the same to the Owner 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 Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein. The Owner 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 Owner 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 Owner 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 Owner.

Deborah Mukherjee

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 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 owner 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 : Owner 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.

Deberk Mukherjee.

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 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.

Debarshi Mukherjee

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.

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 :

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.

Deborah Mukherjee.

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

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.

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.

Deborah Mukherjee

[27]

34.2 Statues : In this Agreement any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that stature, 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 then 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.

[28]

Debash Mukherjee

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of Land situated at Ranchi Road on the one side and Mission Road on the other side, P.O. & Dist. - Purulia - 723101, measuring 17 Katha, 1 Chhatak and 39 Sq.ft. in **R.S. Plot No. 5244, R.S. Khatian No. 9, New Khatian No. 3785**, J.L. No. 292/2, **Mouza Purulia**, out of which an area measuring **14 Katha, 7 Chhatak and 16 Sq.ft.** under Purulia Municipal Holding No. 380 ward 04 As mentioned in 5.1.9 of the Agreement and as marked and delineated in Colour Red in the Map enclosed, bounded by :

On the North : Ranchi Road
On the East : Own existing building
On the West : Land of G.E.L. Church
On the South : Mission Road

IN WITNESS WHEREOF the Parties put their respective signatures by their own hand and pen on this Deed on the day, month and year first above written.

Contd.....P/29

Note :- Signature with photo and fingers print of the Parties are affixed on the separate sheet annexed with this Deed.

Witnesses :

1. Kishan Sharma
 S/o G. Hanuman Red. Sharma.
 Chakraborty, Ambikashully
 Purulia
 Signature of the Land Owner.
 Pragati Infratech (India) Pvt. Ltd.
 Pragati Infratech (India) Pvt. Ltd.
 Asit Kumar
 Authorised Signatory
 Director
 Signature of the Developer

2. Manoj P. Choudhary
 S/o Lt. A. P. Choudhary
 Bhogabandh Park
 Purulia.

Scribe – The Deed has been drafted as per instruction of the PARTIES and the writings of this deed read over and explained to the PARTIES who fully understood the meaning and purport of this writings of this Deed and put their respective signature and Fingers' impression by their own hand and fingers.

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

Typed by : Jafar Sadique Ansari
 (Jafar Sadique Ansari) of Baghra, Purulia.

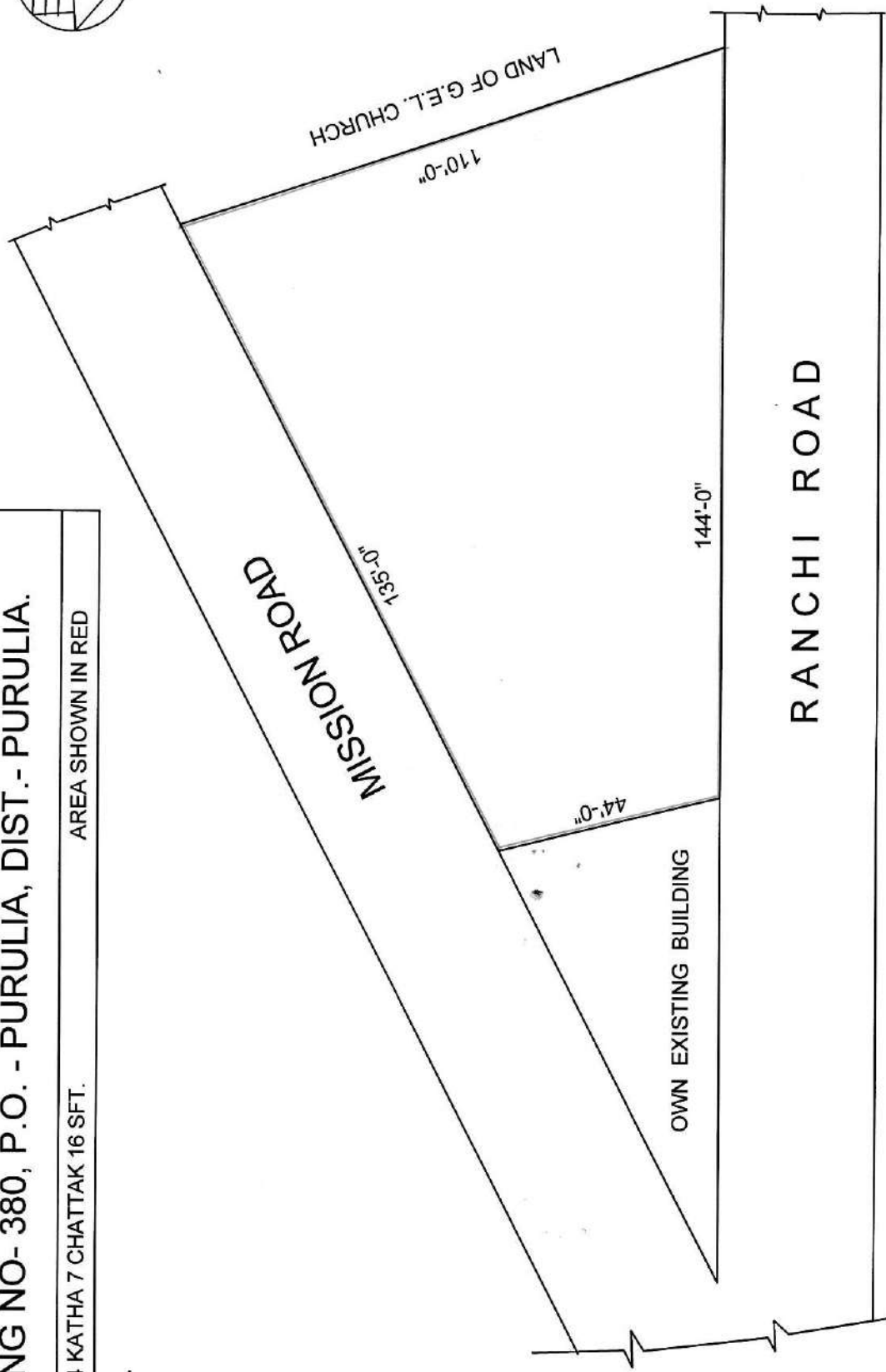
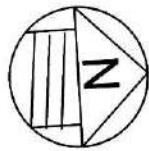
SPECIMEN FORM FOR PHOTO AND FINGERS' PRINT

Signature with Photo of the Land Owner										
 <i>Deberh Mukherjee</i>			Left Hand							
										
	Thumb	Fore	Middle		Ring		Little			
			Right Hand							
										
	Fingers' Impression of my both hands: <i>Deberh Mukherjee</i>									
Signature with Photo of the Representative No. 1 of the Developer.										
 <i>Dittu Kumar</i>			Left Hand							
										
	Thumb	Fore	Middle		Ring		Little			
			Right Hand							
										
	Fingers' Impression of my both hands: <i>Dittu Kumar</i>									
Signature with Photo of the Representative No. 2 of the Developer.										
 <i>Ap Smar</i>			Left Hand							
										
	Thumb	Fore	Middle		Ring		Little			
			Right Hand							
										
	Fingers' Impression of my both hands: <i>Ap Smar</i>									

SITE PLAN OF MOUZA- PURULIA, J.L. NO- 292/2, R.S. KHATIAN NO- 3785, R.S. PLOT NO-5244, PURULIA MUNICIPALITY WARD NO- 4, HOLDING NO- 380, P.O. - PURULIA, DIST.- PURULIA.

AREA OF LAND - 14 KATHA 7 CHATTAK 16 SFT.

AREA SHOWN IN RED



SITE PLAN

SCALE - 33'-0" = 1"
Pragati Infratech (India) Pvt. Ltd

Pragati Infratech (India) Pvt. Ltd.

Ap Sm

Authorised Signatory

Deben Mukherjee

Ditankh

Director

TRACING BY-

Amedd
Amitava Manda
Planner & Designer
Amdha Para
UP Lic No - 15061-21/24.



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 14022002675441/2023

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
1	Mr Debesh Mukherjee B.T. Sarkar Road, Purulia, City:- Purulia, P.O:- Purulia, P.S:- Purulia Town, District:- Purulia, West Bengal, India, PIN:- 723101	Land Lord			Debesh Mukherjee 17/10/23
2	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 17/10/23
3	Mr Anup 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]			Anup Kumar Sarawgi 17/10/23

SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Kishan Sharma Son of Late Hanuman Prasad Sharma Ambarish Pally, Gaikhana, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:- Purulia, West Bengal, India, PIN:- 723101	Mr Debesh Mukherjee, Mr Ajit Kumar Sarawgi, Mr Anup Kumar Sarawgi			 Kishan Sharma 17/10/23

(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



192023240263881321

GRN Details

GRN: 192023240263881321 Payment Mode: Online Payment
GRN Date: 17/10/2023 19:07:21 Bank/Gateway: State Bank of India
BRN : CKY3386320 BRN Date: 17/10/2023 19:09:30
GRIPS Payment ID: 171020232026388131 Payment Init. Date: 17/10/2023 19:07:21
Payment Status: Successful Payment Ref. No: 2002675441/4/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: PRAGATI INFRATECH INDIA PRIVATE LIMITED
Address: 24 PARK STREET KOLKATA
Mobile: 8637364632
Contact No: 9434009249
Depositor Status: Buyer/Claimants
Query No: 2002675441
Applicant's Name: Mr Malay Kumar Das
Address: A.D.S.R. PURULIA
Office Name: A.D.S.R. PURULIA
Identification No: 2002675441/4/2023
Remarks: Sale, Development Agreement or Construction agreement Payment No 4
Period From (dd/mm/yyyy): 17/10/2023
Period To (dd/mm/yyyy): 17/10/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002675441/4/2023	Property Registration- Stamp duty	0030-02-103-003-02	70060
2	2002675441/4/2023	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-1402-05487/2023	Date of Registration	30/10/2023
Query No / Year	1402-2002675441/2023	Office where deed is registered	
Query Date	17/10/2023 2:58:23 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. 3,00,61,762/-		
Stamp duty 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 assement slip.(Urban area)		

Land Details :

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Ranchi Road, Road Zone : (Bus Stand -- D. M. Bungalow) , Mouza: Purulia-(002) , Ward No: 4, Holding No:380 JI No: 2, Pin Code : 723101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-5244	RS-3785	Commercial	Bastu	14 Katha 7 Chatak 16 Sq Ft		3,00,61,762/-	Property is on Road Adjacent to Metal Road,
Grand Total :					23.8585Dec	0 /-	300,61,762 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Debesh Mukherjee (Presentant) Son of Late Sukumar Mukherjee B.T. Sarkar 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.:: AExxxxxx7D,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 17/10/2023 , Admitted by: Self, Date of Admission: 17/10/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/10/2023 , Admitted by: Self, Date of Admission: 17/10/2023 ,Place : Pvt. Residence

Developer Details :

SI 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:- Park Street, 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 :

SI 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 Late Hanuman Prasad Sharma Ambarish Pally, Gaikhana, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101			
Identifier Of Mr Debesh Mukherjee, Mr Ajit Kumar Sarawgi, Mr Anup Kumar Sarawgi			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr Debesh Mukherjee	Pragati Infratech India Private Limited-23.8585 Dec

Endorsement For Deed Number : I - 140205487 / 2023

On 17-10-2023

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

Presented for registration at 18:40 hrs on 17-10-2023, at the Private residence by Mr Debesh Mukherjee ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,00,61,762/-

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

Execution is admitted on 17/10/2023 by Mr Debesh Mukherjee, Son of Late Sukumar Mukherjee, B.T. Sarkar 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 Late Hanuman Prasad Sharma, Ambarish Pally, Gaikhana, 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 17-10-2023 by Mr Ajit Kumar Sarawgi, Signatory Authority, Pragati Infratech India Private Limited, 24 Park Street, Development House, 3rd Floor, Kolkata, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Indetified by Mr Kishan Sharma, , , Son of Late Hanuman Prasad Sharma, Ambarish Pally, Gaikhana, 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 17-10-2023 by Mr Anup Kumar Sarawgi, Signatory Authority, Pragati Infratech India Private Limited, 24 Park Street, Development House, 3rd Floor, Kolkata, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Indetified by Mr Kishan Sharma, , , Son of Late Hanuman Prasad Sharma, Ambarish Pally, Gaikhana, 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 30-10-2023

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 17/10/2023 7:09PM with Govt. Ref. No: 192023240263881321 on 17-10-2023, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKY3386320 on 17-10-2023, 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 20330, Amount: Rs.5,000.00/-, Date of Purchase: 17/10/2023, Vendor name: DEBDAS BHATTACHARYA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 17/10/2023 7:09PM with Govt. Ref. No: 192023240263881321 on 17-10-2023, Amount Rs: 70,060/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKY3386320 on 17-10-2023, 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 89011 to 89050
being No 140205487 for the year 2023.



Ruhul

Digitally signed by RUHUL AMIN
Date: 2023.10.31 18:08:06 +05:30
Reason: Digital Signing of Deed.

(Ruhul Amin) 31/10/2023

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

PRAGATI INFRA TECH (INDIA) PVT. LTD

Pragati Infotech
DIRECTOR