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that the Endorsement  
sheet & the Signatures  
attached to this document  
are part of the Document.

Additional District Sub-Registrar  
Raniganj, Paschim Bardhaman

17 NOV 2017

Query No.- 0204-1000357055/2017  
GRN No.- 19-201718-011483210-1

### DEVELOPMENT AGREEMENT

This Development Agreement is entered into on THIS THE 17<sup>TH</sup> DAY OF  
NOVEMBER 2017

BY & BETWEEN

SRI OM PRAKASH BHUWALKA, son of Late Ganesh Das Bhuwalka,  
Holding PAN: AIZPB1892J, resident of 51, N.S.B. Road, Raniganj, P.O. &  
P.S. Raniganj, Pin- 713347, Dist. Paschim Bardhaman (W.B.), (which term or  
expression shall unless repugnant to the subject or context be deemed to  
mean and include his heirs, successors, executors, administrators, legal  
representatives and assigns) of the **FIRST PART:**

AND

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14.11.17

*Om Prakash Bhuwalka*  
AKASHA BHUWALKA BUILDING  
*Akasha Bhuwalka*  
PARTNER

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AKAISHA BHUWALKA BUILDCON LLP

Vivek Bhuwalka  
PARTNER

AKAISHA BHUWALKA BUILDCON LLP, a limited liability partnership firm Holding PAN: ABGFA6143B, having its registered office at Flat No. 4A1, 4<sup>th</sup> floor, Gokul Dham, 956, Jessore Road, Lake Town, Kolkata-700 055 and it's branch office at 51, N. S. B. Road, P.O. & P.S. - Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.) represented by one of its Partner **SRI VIVEK BHUWALKA**, Son of Sri Om Prakash Bhuwalka, by faith Hindu, Nationality Indian, by Occupation Business, Holding PAN: AIZPB9974D resident of 51, N.S.B. Road, Raniganj, P.O. & P.S. Raniganj, A.D.S.R. Office Raniganj Sub-division Asansol Sadar, Dist. Paschim Bardhaman (W.B.), hereinafter called the 'DEVELOPER' (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor-in-interest and assigns) of the **SECOND PART**:

I. DETAILS OF OWNERSHIP

- A) By virtue of the following mentioned registered Deeds of sale OM PRAKASH BHUWALKA became the absolute Owner of ALL THAT land measuring more or less 117 decimal under L.R. Dag No.2333, land measuring more or less 22.5 Decimal under L.R. Dag No.2334 and land measuring more or less 84 Decimal under L.R. Dag No.2332, within Mouza Searsole, J.L. No.17, Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.O. & P.S. Raniganj.

Sl.No.	Registered on	At the Office of	Registration details	Dag No.	Khatian No.	Area of the Land in Decimal
1.	28.02.2013	A.D.S.R. Raniganj	Book No. 1, CD Volume No.3, Pages 4460 to 4471, Being No.01068 for the year 2013	2333 (L.R.)	4473 (L.R.)	78
2	30.03.2004	A.D.S.R. Raniganj	Book No. 1, Volume No.29, Pages 107 to 113, Being No. 847 for the year 2004	1671 (R.S.) 2333 (L.R.)	422 (R.S.)	39

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3.	17.08.2016	A.D.S.R. Raniganj	Book No. I, Volume No.0204-2016, Pages 78947 to 78959, Being No.020404983 for the year 2016	2332 (L.R.)	5609 (L.R.)	7
4.	29.07.2016	A.D.S.R. Raniganj	Book No. I, Volume No.0204-2016, Pages 73088 to 73102, Being No.020404519 for the year 2016	2332 (L.R.)	5609 (L.R.)	37
5.	28.07.2016	A.D.S.R. Raniganj	Book No. I, Volume No.0204-2016, Pages 72328 to 72342, Being No.020404472 for the year 2016	2332 (L.R.)	5609 (L.R.)	40
6.	18.05.2016	A.D.S.R. Raniganj	Book No. I, Volume No.0204-2016, Pages 47899 to 47912, Being No.020402859 for the year 2016	2334 (L.R.)	4588 (L.R.)	16.5
7.	20.11.2006	A.D.S.R. Raniganj	Book No. I, Volume No.131, Pages 196 to 200, Being No.3820 for the year 2006	2334 (L.R.)	3021, 2913, 2912, 2909, 2910 (L.R.)	6
			TOTAL :			223.5

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- B) That the Owner herein got his name mutated in the records of B.L. & L.R.O. Office Raniganj, under L.R. Khatian No.4474.
- C) By Virtue of the above mentioned act, deeds and things Owner herein became the absolute Owner of ALL THAT land measuring more or less 117 decimal under L.R. Dag No.2333, land measuring more or less 22.5 Decimal under L.R. Dag No.2334 and land measuring more or less 84 Decimal under L.R. Dag No.2332, within Mouza Searsole, J.L. No.17 Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj, totaling to 223.5 Decimal equivalent to 97574 Sq.ft. herein after called and referred as the TOTAL PROPERTY more fully and particularly described in the PART-I OF THE FIRST SCHEDULE hereinafter mentioned.

II. SUBJECT MATTER OF AGREEMENT:

- A) DEVELOPMENT OF THE LAND BEING ALL THAT the piece and parcel of land measuring 85467 Sq.Ft. (be the same little more or less) land measuring more or less 44179 Sq.Ft. under L.R. Dag No.2333, land measuring more or less 10454 Sq.Ft. under L.R. Dag No.2334 and land measuring more or less 30834 Sq.Ft. under L.R. Dag No.2332, within Mouza Searsole, J.L. No.17 Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj more fully described in the PART-II OF THE FIRST SCHEDULE hereunder written border GREEN in the MAP or PLAN annexed hereto and hereinafter referred to as the "SAID SCHEDULED PROPERTY".
- B) Owner decided to keep ALL THAT Land measuring more or less 12107 Sq.ft. under L.R. Dag No. 2332 & L.R. Dag.No. 2333, out of the total property measuring more or less 97574 Sq.Ft. more particularly described in the PART-III OF THE FIRST SCHEDULE and Border RED in MAP or PLAN annexed herein.

III. LAND FREE FROM ENCUMBRANCES:

1. NO LITIGATION: there are any suits and/or proceedings and/or litigations pending in respect of the said Scheduled Property or any part thereof.

IV. DECISION TO DEVELOP:

1. The owner became desirous of developing the said Scheduled Property but realized that it will not be possible for him to do so and hence decide to do such development through a Developer.

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Vivek Bhambhani  
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**V. BACKGROUND OF DEVELOPER:**

1. The Developer reportedly has infrastructure and expertise in this field.

**VI. OFFER OF DEVELOPMENT:**

Owner and Developer decided to and agreed to develop the said schedule property on 09-11-2016 (notarized agreement date) bearing Serial No 380 and thereafter decided to execute a registered Development Agreement.

**VII. APPOINTMENT AND COMMENCEMENT:**

1. Appointment and Acceptance: The Owner has appointed the Developer hereby unequivocally appoint the Developer as the developer of the said Scheduled Property and the Developer accepts such appointment. By virtue of such appointment, the Owner hereby grant, subject to what has been hereunder provided, exclusive right to the Developer to build upon and exploit commercially the Scheduled Property by:-
2. Constructing the new building as per the approval of the competent Authority for the purpose.
3. Consequent to such appointment and acceptance of appointment, 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 the development of the Scheduled Property is completed and all obligations of the parties towards the others stand fulfilled and performed, unless terminated prior thereto for breach of covenant by any of the parties.

**VIII. SHARING RATIO/ALLOCATIONS:**

1. OWNER'S RATIO/ALLOCATION: Owner's ratio/allocation has been agreed to 10 % of the revenue receipt from the Project.
2. DEVELOPER'S RATIO/ALLOCATIONS: Developers ratio/allocation has been agreed to 90 % of the revenue receipt from the Project.

**IX. POWERS AND AUTHORITIES:**

1. General Power of Attorney: The Owner shall grant to the Developer and/or its nominees a Registered General Power of Attorney for the purpose of obtaining sanction plan/modified sanction Plan and all necessary

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permission from different authorities in connection with new construction and also for booking, sale, receiving payments on behalf and conveying the constructed space to intending purchasers.

2. Further Acts: Notwithstanding grant of the aforesaid General Power of Attorney, the Owner hereby undertake that he will execute, as and when necessary, all papers documents, plans etc. for the purpose of development of the said Scheduled Property.

**X. SANCTION AND CONSTRUCTION:**

1. Plan: Building Plan to be sanctioned by the Concern Authority.
2. The Developer shall further draw Building Plan/Plans with architectural design /plans through Schematic Design by its Architects, who may be appointed by the Developer in the best interest of development and the Owner shall not interfere with the conceptualization scheme of the project and/or day to day progress of the work.
3. Sanction: The Developer has, at its own costs appointed an Architect and through the Architect, the Developer shall prepare submit and get sanctioned by the Concern Authority the plans of the Buildings and the revisions/modifications/alterations thereof.
4. New Construction: The Developer shall, at its own costs construct, erect and complete the construction as may be recommended by the Architect from time to time. All costs charges and expenses for the erection, construction and completion of the building including Architect Fees shall be discharged and paid and borne by the Developer and the Owner shall have no responsibility in this context.
5. Temporary Connection: The Developer shall be authorized to apply for and obtain temporary connection of water, electric and drainage sewerage and/or use the existing water electric and sewerage connection during the course of construction without being required to pay any charges for the same.

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*Nitesh Bhargava*  
PARTNER

6. Modification : Any amendment or modification to the Plans may be made or caused to be made by the Developer without requiring any further consent and/or permission from the Owner.
7. No obstruction: The Owner shall not do and/or shall not cause to be done any act deed or thing whereby the Developer is obstructed or prevented from construction and completion of the new constructions.
8. The Construction shall be done in accordance with the specifications as are contained in the **THIRD SCHEDULE** hereunder written or described.

#### XI. DEALINGS WITH UNITS IN THE NEW CONSTRUCTIONS:

1. The Developer shall be exclusively authorized to collect the entire sale consideration of the Project, with exclusive right to sell, transfer and convey or otherwise with the same and entitled to revenue pertaining to the Developer's Allocation and liable to pay the revenue pertaining to the Owner's Allocation to the Owner, in terms of this agreement.
2. The Owner has given right to the Developers to sell, transfer and convey the Entire constructed space in terms of this agreement as well as the proportionate share in the land, in favour of any transferee through Registered Power of Attorney signed simultaneously with this Agreement and the Owner shall be entitled to the revenue pertaining to the Owner allocation i.e. 10 % which the developer shall pay to the Owner.
3. Cost of Transfer: The cost of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees.

#### XII. POSSESSION AND POST COMPLETION MAINTENANCE:

1. Possession Date and Rate: On and from such a date taking vacant physical possession or deemed possession in respect of payment of Municipal rates and taxes and maintenance charges the transferees shall be exclusively responsible for payment of all Municipal rates and taxes and other public outgoings and impositions whatsoever (collectively Rates) payable in respect of the new units provided however when such rates are applicable to the whole of the Scheduled Property /new building, the same shall be

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Vikas Bhadwal  
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apportioned on pro-rata basis with reference to the total area of the New Building.

2. Maintenance: The Developer shall frame a scheme for the management and administration of the New Building. The Owner hereby agree to abide by all the rules and regulations to be framed by representative's body of the Transferees (Association), which shall be in charge of such management of the affairs of the New Building.

### XIII. OWNER'S OBLIGATION AND INDEMNITY

1. No obstruction in dealing with Constructed Space, saleable area of the Project : The Owner covenant not to do any act, deed or thing whereby the Developer may be prevented from selling, transferring, conveying and/or disposing of any part or portion of the constructed space, saleable area of the Project as well as the proportionate share in the land.
2. No obstruction in Construction: the Owner hereby covenant not to cause any interference or hindrance in the lawful construction.
3. No dealing with the Scheduled Property: the Owner hereby covenant not to let out, grant lease, mortgage and/or charge the Scheduled Property or any portions thereof without the consent in writing of the Developer.
4. Making out Marketable Title: The Owner hereby covenant to make out a marketable title to the Scheduled Property to the satisfaction for the Developer, by answering requisitions and supplying papers to the satisfaction of the Developer for the purpose of ensuring that the schedule property is good and marketable and the construction to be made thereupon are saleable and capable of fetching revenue.
5. Title: The Owner shall always be responsible for giving goods and marketable title to the Developer and the Transferees in this regard.

### XIV. DEVELOPER'S OBLIGATION AND INDEMNITY:

1. Third Party Claims: The Developer hereby undertakes to keep the Owner indemnified against all third party claims or claims from any authority and actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer in relation to the construction and/or for any effect therein or development of the premises.



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PARTNER

2. After the purchase of the said Property Owner tried to demarcate his purchased Property by putting boundary wall, but due to disturbance and/or resistance created by the nearby villagers as well as the unauthorized occupiers of the schedule property failed to construct the boundary wall. The said Villagers are demanding to construct a club building and also to construct a mandir and other demands also. In lieu of that they will permit the Owner or his nominee or nominees to use the Village Road and as well as *Pukur Par* in between nearby two ponds viz. Raghuraj Majhi & Hara Majhi, which will facilitate the Owner, Developer and also the Flat Purchasers of the Project to be constructed by the Developer by way of getting easy access to G.T.Road as well as Raniganj Town.
3. The Developer shall remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in constructions which may not be in accordance with the plan (Unless done at the instructions of the Owner ) and has agreed to keep the Owner saved harmless and fully indemnify from and against all costs charges claims actions suits and proceedings.
4. The Developer shall remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said Building and/or said Building and/or buildings in accordance with the said plan and has agreed to keep the Owner herein save harmless and fully indemnified from and against all the costs, charges, claims, actions, suits and proceeding/s thereof.
5. Time Frame of Building Completion: The Developers shall obtain necessary further sanction from Concerned Authority and complete the new construction and render the same fit for habitation and occupation within period of 48 months with a grace period of 12 months.
6. If in future with the change of laws of Concern Authority any extra sanctioned area/floor is available, the Owners are bound to enter into a new joint venture agreement only with developers herein and nobody else in Joint Venture by mutual terms.

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Vishal Bhadwal  
PARTNER

XV. MISCELLANEOUS:

1. No Partnership: The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the parties constitute an association of persons.
2. During the continuance of this indenture the Owner shall not create any third party interest in the subject Scheduled Property.
3. Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction by the Developer, various deeds matters and thing 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 mentioned 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 PROVIDED THAT all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.
4. The Developer shall be entitled to all future vertical/lateral expansion of the all Blocks and/or the complex by way of additional construction or otherwise and the Owner has agreed not to raise any objection in any manner whatsoever or howsoever.
5. In the event the Developer intends to and/or opts for availing project loan and/or any other financial accommodation from any bank or financial institution the Owner shall extend all the necessary cooperation in this regard and sign all such documents, forms, correspondences, declarations, affidavits as may be required for the purpose Provided However the Developer shall be entitled to create security of the constructed space without making the Owner responsible for making payment of such financial accommodation outstanding as guarantors for the same. The Owner shall not object to the Developer keeping the original title deeds and

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Vinod Bhandari  
PARTNER

- documents in respect of the Schedule premises if so required by the lending institution.
6. All the existing structures shall be demolished by the Developer at its own cost and the Developer shall be entitled to sale all the building materials and debris coming out from the above mentioned structures and the Developer alone is entitled to get above mentioned sale proceeds.
  7. The Owner hereby grant to the Developer the exclusive right to build up and commercially exploit the said premises for the considerations stated herein and in accordance with the terms and conditions contained herein. No transfer of any property title or possession is intended to be or is being made by virtue of this Agreement. Nothing in these presents shall be construed as a transfer, demise, assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owners or as neither creating any title therein in favour of the Developer as the same is neither intended nor being done at this stage.
  8. Further Acts: The Parties do all further acts deeds and thing as may be necessary to give complete and meaningful effect to this Agreement.
  9. Taxation: The Owner shall not be liable for any Income Tax, Wealth Tax, GST or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, GST or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
  10. Ground Rent and Other Tax: As and from the date of completion of the construction of New Building, the Transferees shall each be liable to pay and bear proportionate charges on account of ground rent and Other tax and other taxes payable in respect of their respective Units.
  11. The Developer shall be entitled to demolish the existing structures if any with prior notice to the Owner and the Developer shall be entitled to the proceeds thereof.

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*Vinod*  
PARTNER

#### XVI. DEFAULT:

1. In the event any of the Parties fails and/or neglects to perform any of its obligations under this Agreement, then the Owner shall be entitled to refer the matter to arbitration under the Provisions of the Arbitration & Conciliation Act, 1996 notwithstanding the Agreement to refer disputes to Arbitration in the event of cancellation of this Agreement the Owner shall return to the Developer all the costs and expenses together with interest thereon at the rate of 12 % per annum that the Developer may have incurred in relation to the Project.

#### XVII. FORCE MAJEURE:

1. Meaning of: Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or their event beyond the control of the Developer to commence and/or carry on with the terms of this Agreement.
2. No Liability: The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of force Majeure and the performance of such obligation shall be suspended during of force Majeure.

#### XVIII. IDENTIFICATION OF THE RESPECTIVE ALLOCATIONS.

1. The Owner have duly authorized the Developer to sell, transfer and convey the entire constructed saleable space/area and handover 10 % of the revenue receipts to the Owner, hence physical identification of the Owner Allocation shall not be required to be done.
2. Notwithstanding the Provisions regarding the identification of allocation in the event the Owner choose to retain any portion saleable space/area the Owner shall be permitted to do so Provided however the Owner shall intimate the Developer of such intention in writing consequent to which the Owner Allocation of 10 % shall be partly space allocation and partly revenue allocation.
3. It shall be the Developer's prerogative to allot in favour of the Owner any particular Unit that the Developer intends to in lieu of such request made by the Owner and the Owner shall not claim any preference of Units while making such requests.

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Vivek Bhatnagar  
PARTNER

4. The proportionate share in the land comprised in the said properties and in the Common Areas and Installations attributable to any Unit shall be the proportion in which the Carpet area of such Unit bears to the total Carpet area of all the Units in the New Building.

#### XIX. RESERVATION OF RIGHTS:

1. Forbearance: No forbearance, indulgence or relaxation by any Party at any time to require performance of any of the provisions of this Agreements shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
2. No Waiver: Any waiver or acquiescence by any Party of any breach of any of the provision of this Agreement shall not be construed as a waiver or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

#### XX. WAIVER:

1. Right to Waiver: Any term or condition 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.
2. No Continuing Waiver: A waiver on occasion will not be deemed to be of the same or any breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require one and punctual performance of obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligation hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

#### XXI. GOVERNING LAWS:

1. Between the Parties: This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
2. By Parties: The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure

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Vishal Bhambhani  
PARTNER

that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body etc. as a result of non-compliance by either Party, will be borne by the defaulting Party.

#### XXII. NOTICE:

1. Mode of Service :Any notice, consent, approval, demand, waiver or communication required or permitted hereafter shall be in writing and shall be deemed given/effective or delivered to the person personally, at the time of delivery or if sent by registered or certified mail at the address as mentioned above.

#### XXIII. Arbitration:

All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the said properties or determination of any liability shall be referred to the arbitration under the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force and the award of the Arbitrator. In connection with the said arbitration, the parties have agreed and declared as follows:-

1. The arbitration shall be held at Kolkata in English language.
2. The Arbitral Tribunal shall have summary powers and will be entitled to lay down their own procedure.
3. The Arbitral Tribunal will be at liberty to give interim orders and/or directions.
4. The Arbitral Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
5. The Arbitral Tribunal will be at liberty to award compensation and the parties have agreed not to challenge the authority of the Arbitrators in awarding such compensation.

#### XXIV. Jurisdiction:

1. All disputes will be subject to the competent Civil Courts having jurisdiction.

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Vivek Bharamalla  
PARTNER

XXV. Rules of Interpretation:

2. Headings: Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.
3. 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 will adverse to the right title and interest of the Parties in the Scheduled Property .

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

(TOTAL PROPERTY)

ALL THAT land measuring more or less 117 decimal under L.R. Dag No.2333, land measuring more or less 22.5 Decimal under L.R. Dag No.2334 and land measuring more or less 84 Decimal under L.R. Dag No.2332, within Mouza Searsole, J.L. No.17 Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj, totaling to 223.5 Decimal equivalent to 97574 Sq.Ft. and butted and bounded by:

ON THE NORTH : Shed of Sujit Shaw  
ON THE EAST : Vacant Land of Hajan Maji  
ON THE SOUTH : 14 Feet wide private road  
ON THE WEST : 30 Feet wide road

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-II

(SAID SCHEDULED PROPERTY)

ALL THAT the piece and parcel of land measuring 85467 Sq.ft.(be the same little more or less) land measuring more or less 44179 Sq.ft. under L.R. Dag No.2333, land measuring more or less 10454 Sq.ft. under L.R. Dag No.2334 and land measuring more or less 30834 Sq.ft. under L.R. Dag No.2332, within Mouza Searsole, J.L. No.17 Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj and border GREEN in the MAP or PLAN annexed hereto.

Gurpreet Singh

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Vivek Bejwalka  
PARTNER

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-III

BALANCE PROPERTY

ALL THAT Land measuring more or less 12107 Sq.ft. under L.R. Dag.No.2332 & L.R. Dag No.2333, within Mouza Searsole, J.L. No.17 Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj and Border RED in MAP or PLAN annexed herein.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(COMMON PORTIONS)

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Scheduled Property.
- c) Lift, Lift pits, chute and lift machine rooms other equipments.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from deep tube well.
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building.
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories
- j) Water Pump and motor and water pump room (if any).
- k) Septic Tank/Sewerage Treatment Plant
- l) Common toilets
- m) Room for Darwin's (if any).
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas
- o) Boundary walls and Main Gate
- p) HT/LT room/space
- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Buildings (if any)
- t) Club, Gymnasium, Swimming Pool & Community Hall.

It is expressly agreed that the roofs shall not form part of the Common Portions under any circumstance. The Developer shall however permit access to the lift machine room(s) and the water tank(s), if any on the roofs of the Buildings for the purpose of maintenance and repairs.



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ANISHA BHUTWALIA BUILDCON  
Vivek Bhowmik  
PARTNER

THE THIRD SCHEDULE ABOVE REFERRED TO:

*Specifications*

Foundation	: Pile Foundation
Structure	: RCC framed
Brick Walls	: Fly Ash Bricks
ROOMS Flooring	: Vitrified tiles
LIVING & DINING Flooring	: Vitrified tiles
KITCHEN Flooring	: Ceramic tiles
Counter	: Granite Top
Sink	: Stainless Steel
Dado	: Ceramic Tiles (2 feet above counter)
TOILETS Flooring	: Anti Skid Ceramic Tiles
Dado	: Ceramic tiles (up to Door Level)
WC	: Commode
Wash Basin	: Ceramic
Fitting	: CP fittings of reputed brand
DOORS Frame	: Timber/Sal Wood
Shutter	: Flush Doors
WINDOWS	: Aluminum Windows with glass panels
INTERNAL FINISHES	: Plaster of Paris
EXTERNAL FINISHES	: Good quality Weatherproof Acrylic paint
ELECTRICAL	: Concealed copper wiring and modular Switches, Provision for AC in one bedroom, TV point in one bedroom, living cum dining room and Geyser point in toilets
LIFT	: One lift in Block A, C & D & Two lifts in Block B & E.

IN WITNESSES WHEREOF the Parties have executed this Agreement on the date mentioned above.

WITNESSES :

1. Shouvik Dey  
s/o Pankaj Kumar Dey  
C. R. Road  
Ramiganj.  
713347  
Paschim Bardhaman

2. Mukesh Shaw  
Ramiganj

*[Handwritten Signature]*

SIGNED, SEALED AND DELIVERED  
by the OWNER

AKASHA BHUWALKA BUILDCON LLP  
*[Handwritten Signature]*  
PARTNER

SIGNED, SEALED AND DELIVERED  
by the DEVELOPER

Drafted & Prepared by me  
as per instruction of the parties

*[Handwritten Signature]*

(SHOUVIK DEY)  
ADVOCATE  
Enrolment No. - W.B./1029/2009



**DEED PLAN OF LAND UNDER DEVELOPMENT SHOWING IN MOUZA SEARSOL J.L.NO:- 17, R.S PLOT NO :- 1670,1671 & 1672 L.R PLOT NO:- 2332,2333 & 2334 P.S. :-RANIGANJ, SUB-DIVISION:- ASANSOL, SADAR DIST :-PASCHIM BARDHAMAN. SCALE:-32"=1 MILE**


**LAND FOR DEVELOPMENT MARKED AS GREEN IN THE MAP :-**

**LAND MEASURING AREA :-**

30834 SFT UNDER L.R PLOT NO:- 2332


44179 SFT UNDER L.R PLOT NO:- 2333

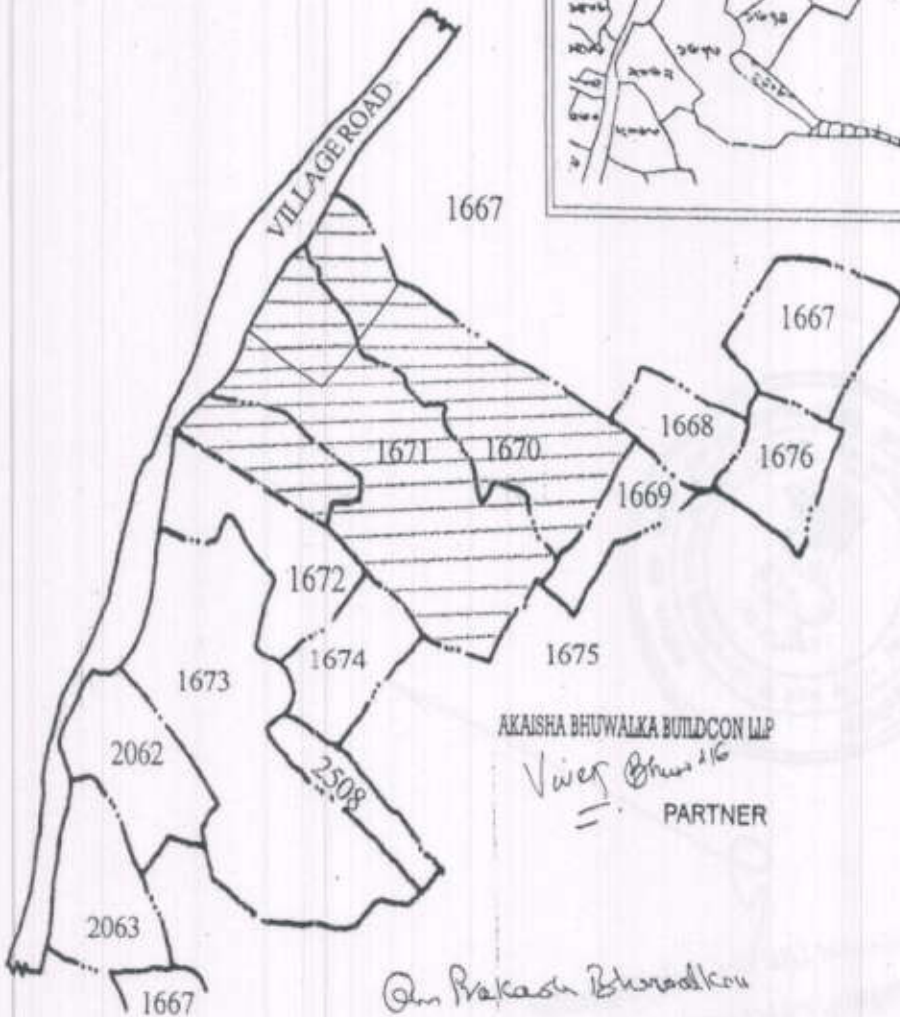
10454 SFT UNDER L.R PLOT NO:- 2334

85467 SFT SHOWN THUS 

**LAND OUT OF DEVELOPMENT MARKED AS RED IN THE MAP :-**

**LAND MEASURING AREA :-**

12107 SFT UNDER L.R PLOT NO:- 2332 & 2333 SHOWN THUS 



**TRACED BY :**

*Pandey*  
**SURVEYOR**

OCT 17 P 41

# TEN FINGERS TIPS CHAPH

Left Hand					
	Thums	1st Finger	Middle	Ring	Small Finger
Right Hand					



Anurag Prakash Bhanuwalke

Pass port size photograph & singer print of both hands attested by me

Signature Anurag Prakash Bhanuwalke

Left Hand					
	Thums	1st Finger	Middle	Ring	Small Finger
Right Hand					

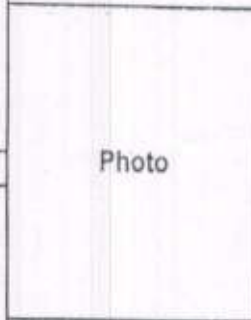


Vignesh Bhanuwalke

Pass port size photograph & singer print of both hands attested by me

Signature Vignesh Bhanuwalke

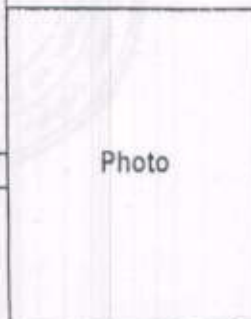
Left Hand					
	Thums	1st Finger	Middle	Ring	Small Finger
Right Hand					



Pass port size photograph & singer print of both hands attested by me

Signature .....

Left Hand					
	Thums	1st Finger	Middle	Ring	Small Finger
Right Hand					



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201718-011483210-1

GRN Date: 17/11/2017 13:00:23

BRN: 171117005096128

Payment Mode Online Payment

Bank: Allahabad Bank

BRN Date: 17/11/2017 13:01:57

DEPOSITOR'S DETAILS

Name : Akaisha Bhuwalka Bulldcon LLP  
Contact No. : 9564646248 Mobile No. : +91 9564646248  
E-mail : bhuwalkavivek@gmail.com  
Address : Raniganj  
Applicant Name : Mr S Dey  
Office Name :  
Office Address :  
Status of Depositor : Others  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 5

Id No. : 02041000357055/6/2017  
(Query No./Query Year)

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	02041000357055/6/2017	Property Registration- Stamp duty	0030-02-103-003-02	35010
2	02041000357055/6/2017	Property Registration- Registration Fees	0030-03-104-001-16	14

Total

35024

In Words : Rupees Thirty Five Thousand Twenty Four only

### Major Information of the Deed



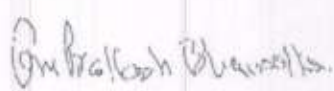
Deed No :	I-0204-04770/2017	Date of Registration	17/11/2017
Query No / Year	0204-1000357055/2017	Office where deed is registered	
Query Date	31/10/2017 11:54:59 AM	A.D.S.R. RANIGANJ, District: Burdwan	
Applicant Name, Address & Other Details	S Dey Raniganj, Thana : Raniganj, District : Burdwan, WEST BENGAL, PIN - 713347, Mobile No. : 9126060200, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Rs. 2,86,07,704/-	Additional Transaction	[4308] Other than Immovable Property, Agreement (No of Agreement : 1)
Stampduty Paid(SD)	Rs. 40,010/- (Article:48(g))	Market Value	Rs. 2,86,07,704/-
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		
		Registration Fee Paid	Rs. 14/- (Article:E, E)

### Land Details :

District: Burdwan, P.S:- Raniganj, Municipality: RANIGANJ, Road: Unnamed Municipal Road (Raniganj), Mouza Searsole

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2333	LR-4474	Vastu	Vastu	44179 Sq Ft	1,47,87,693/-	1,47,87,693/-	Property is on Road
L2	LR-2334	LR-4474	Vastu	Vastu	10454 Sq Ft	34,99,186/-	34,99,186/-	Property is on Road
L3	LR-2332	LR-4474	Vastu	Vastu	30834 Sq Ft	1,03,20,825/-	1,03,20,825/-	Property is on Road
TOTAL :								
Grand Total :					195.8622Dec	286,07,704 /-	286,07,704 /-	
					195.8622Dec	286,07,704 /-	286,07,704 /-	

### and Lord Details :



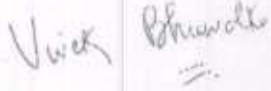
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fringerprint	Signature
	Mr Om Prakash Bhuwalka (Presentant) Son of Late Ganesh Das Bhuwalka Executed by: Self, Date of Execution: 17/11/2017 Admitted by: Self, Date of Admission: 17/11/2017, Place : Office			
		17/11/2017	LTi 17/11/2017	17/11/2017

51, N. S. B. Road, P.O:- Raniganj, P.S:- Raniganj, District:-Burdwan, West Bengal, India, PIN - 713347 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIZPB1892J, Status :Individual, Executed by: Self, Date of Execution: 17/11/2017, Admitted by: Self, Date of Admission: 17/11/2017, Place : Office

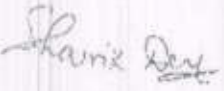
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	Akaisha Bhuwalka Buildcon Lp 51 N S B Road, P.O:- Raniganj, P.S:- Raniganj, District:-Burdwan, West Bengal, India, PIN - 713347 , PAN No.: ABGFA6143B, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Vivek Bhuwalka Son of Mr Om Prakash Bhuwalka Date of Execution - 17/11/2017, , Admitted by: Self, Date of Admission: 17/11/2017, Place of Admission of Execution: Office			
	51 N S B Road, P.O:- Raniganj, P.S:- Raniganj, District:-Burdwan, West Bengal, India, PIN - 713347, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AIZPB9974D Status : Representative, Representative of : Akaisha Bhuwalka Buildcon Lp (as Partner)	Nov 17 2017 3:23PM	LTI 17/11/2017	17/11/2017

**Identifier Details :**

Name & address	
Shouvik Dey son of Mr Pankaj Kumar Dey R Road, P.O:- Raniganj, P.S:- Raniganj, District:-Burdwan, West Bengal, India, PIN - 713347, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr Om Prakash Bhuwalka, Mr Vivek Bhuwalka	17/11/2017
	

**Transfer of property for L1**

No	From	To. with area (Name-Area)
	Mr Om Prakash Bhuwalka	Akaisha Bhuwalka Buildcon Lp-101.244 Dec

**Transfer of property for L2**

No	From	To. with area (Name-Area)
	Mr Om Prakash Bhuwalka	Akaisha Bhuwalka Buildcon Lp-23.9571 Dec

**Transfer of property for L3**

No	From	To. with area (Name-Area)
	Mr Om Prakash Bhuwalka	Akaisha Bhuwalka Buildcon Lp-70.6614 Dec

## Land Details as per Land Record

District: Burdwan, P.S:- Raniganj, Municipality: RANIGANJ, Road: Unnamed Municipal Road (Raniganj), Mouza: Searsole

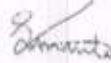
Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 2333(Corresponding RS Plot No:- 1671), LR Khatian No:- 4474	Owner:ওম প্রকাশ ভূয়ালকা, Gurdian:গনেশদাস, Address:নিজ, Classification:বাইদ, Area:1.17000000 Acre,
L2	LR Plot No:- 2334(Corresponding RS Plot No:- 1672), LR Khatian No:- 4474	Owner:ওম প্রকাশ ভূয়ালকা, Gurdian:গনেশদাস, Address:নিজ, Classification:বাইদ, Area:0.23000000 Acre,
L3	LR Plot No:- 2332(Corresponding RS Plot No:- 1670), LR Khatian No:- 4474	Owner:ওম প্রকাশ ভূয়ালকা, Gurdian:গনেশদাস, Address:নিজ, Classification:বাইদ, Area:0.84000000 Acre.

Endorsement For Deed Number : I - 020404770 / 2017

On 31-10-2017

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 2,86,07,704/-



Kousik Samanta

ADDITIONAL DISTRICT SUB-REGISTRAR

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

Burdwan, West Bengal

On 17-11-2017

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 ) of Indian Stamp Act 1899.

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

Presented for registration at 13:57 hrs on 17-11-2017, at the Office of the A.D.S.R. RANIGANJ by Mr Om Prakash Bhuwalka ,Executant.

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

Execution is admitted on 17/11/2017 by Mr Om Prakash Bhuwalka, Son of Late Ganesh Das Bhuwalka, 51, N. S. B. Road, P.O: Raniganj, Thana: Raniganj, , Burdwan, WEST BENGAL, India, PIN - 713347, by caste Hindu, by profession Business

Attested by Mr Shouvik Dey, , Son of Mr Pankaj Kumar Dey, C R Road, P.O: Raniganj, Thana: Raniganj, , Burdwan, WEST BENGAL, India, PIN - 713347, by caste Hindu, by profession Advocate

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

Execution is admitted on 17-11-2017 by Mr Vivek Bhuwalka, Partner, Akalsha Bhuwalka Buildcon Llp (LLP), 51 N S B Road, P.O:- Raniganj, P.S:- Raniganj, District:-Burdwan, West Bengal, India, PIN - 713347

Attested by Mr Shouvik Dey, , Son of Mr Pankaj Kumar Dey, C R Road, P.O: Raniganj, Thana: Raniganj, , Burdwan, WEST BENGAL, India, PIN - 713347, by caste Hindu, by profession Advocate



### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- ( E = Rs 14/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 17/11/2017 1:01PM with Govt. Ref. No: 192017180114832101 on 17-11-2017, Amount Rs: 14/-, Bank:  
Allahabad Bank ( ALLA0210031), Ref. No. 171117005096128 on 17-11-2017, Head of Account 0030-03-104-001-16

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,010/- and Stamp Duty paid by Stamp Rs 5,000/-  
by online = Rs 35,010/-

Description of Stamp

1 Stamp: Type: Impressed, Serial no 1086, Amount: Rs.5,000/-, Date of Purchase: 17/11/2017, Vendor name: A K Chand

2 Stamp: Type: Court Fees, Amount: Rs.10/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 17/11/2017 1:01PM with Govt. Ref. No: 192017180114832101 on 17-11-2017, Amount Rs: 35,010/-, Bank:  
Allahabad Bank ( ALLA0210031), Ref. No. 171117005096128 on 17-11-2017, Head of Account 0030-02-103-003-02



Sumanta Dhar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RANIGANJ  
Burdwan, West Bengal

ertificate of Registration under section 60 and Rule 69.  
egistered in Book - I

olume number 0204-2017, Page from 67578 to 67604  
ing No 020404770 for the year 2017.



Digitally signed by Sumanta Dhar  
Date: 2017.11.22 15:32:29 +05:30  
Reason: Digital Signing of Deed.

Sumanta Dhar) 22-11-2017 15:32:16  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RANIGANJ  
West Bengal.