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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

L 173099

নং: 12
25/05/19

Certified that the Endorsement, Sheet's, and the Signature Sheet's attached to this documents are part of the Document.

[Handwritten Signature]

Additional District Sub-Registrar
Rangani, Paschim Bardhaman

20 MAY 2019

Query No :- 0204-0000772458/2019

GRN No :- 19-201920-001590942-1

Prakash Bhattacharya

ALOKA BHAWANA BULLDOZ LIP	<i>Vijay Bhattacharya</i>	Partner
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into on THIS THE 20TH DAY OF MAY 2019 (TWO THOUSAND AND NINETEEN)

BY & BETWEEN

Contd.... P / 2

2140 20/3/19 1000/-
Purchaser's Name Om Prakash Bhattacharya
Address Raniganj
Stamp Vender's Sign Ajoy Kumar Chand
AJOY KUMAR CHAND
STAMP VENDER
A. D. S. R. Office, Raniganj
Lic. No. 1 of 1989
Purchased On 19/3/19
From Asansol Treasury



(Signature)
Additional District Sub-Registrar
Raniganj, Paschim Bardhaman

20 MAY 2019

Sri Om Prakash Bhuwalka



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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.), here-in-after called the "OWNER" (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

AKAISHA BHUWALKA BUILDCON LLP, a Limited Liability Partnership Firm Holding PAN: ABGFA6143B, having its registered office at Flat No. 4A1, 4th floor, Gokul Dham, 956, Jessore Road, Lake Town, Kolkata-700 055 and its 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 Partners **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.



Additional District Sub-Registrar
Raniganj, Paschim Bardhaman

20 MAY 2019

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= 3 =

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. I, 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. I, Volume No.29, Pages 107 to 113, Being No. 847 for the year 2004	1671 (R.S.) 2333 (L.R.)	422 (R.S.)	39
3.	17.08.2016	A.D.S.R. Raniganj	Book No. I, Volume No.0204-2016, Pages 76947 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.020402858 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

- 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

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MouzaSearsole, 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** 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, out of the total property measuring more or less 97574 Sq.Ft. more fully described in the **PART-II OF THE FIRST SCHEDULE** mentioned as **SAID SCHEDULE PROPERTY** hereunder written border **ORANGE** in the MAP or PLAN annexed hereto and hereinafter referred to as the "**SAID SCHEDULED PROPERTY**".
- B) Owner has already entered into a Registered Development Agreement with **AKAISHA BHUWALKA BUILDCON LLP** on **17th November 2017** registered at the office of A.D.S.R. Raniganj and the same was recorded in Book No. 1, CD Volume No. 0204-2017, Pages 67578 to 67604, Being No. 020404770, for the year 2017 in respect of **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 MouzaSearsole, J.L. No.17 Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj more particularly described in the **PART-III OF THE FIRST SCHEDULE.**

III. LAND FREE FROM ENCUMBRANCES:

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

Shri Prakash Kumar Sharma



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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 decided to do such development through a Developer.

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 04.11.2018 and had entered into a Development Agreement duly Notarized before the Notary Public at Asansol-being serial no 72/18 dated 05.11.2018 and thereafter decided to execute a registered Development Agreement before the A.D.S.R. Raniganj

VII. APPOINTMENT AND COMMENCEMENT:

1. Appointment and Acceptance: The Owner has appointed the Developer hereby unequivocally 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 25% of the revenue receipt from the Project.

Dr. Prasad Bhusale



= 6 =

2. **DEVELOPER'S RATIO/ALLOCATIONS:** Developers ratio/allocation has been agreed to 75% of the revenue receipt from the Project.

IX. POWERS AND AUTHORITIES:

1. Registered Developer Power of Attorney after Registered Development Agreement: The Owner shall grant to the Developer and/or its nominees a Registered Developer Power of Attorney for the purpose of obtaining sanction plan/modified sanction Plan and all necessary 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 Registered Developer Power of Attorney after Registered Development Agreement, 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 has been sanctioned by Asansol Municipal Corporation on 03.11.2018 bearing no 445/SP/AMC/HO/18 and 446/BP/AMC/HO/18 Building to be known as **GODAVARI** at the cost and expenses of the Owner and the Developer undertakes to reimburse the entire cost for getting the Building Plan sanctioned to the Owner within 30 days from the date hereof failing which an interest @ SBI PLR + 2% per annum will be paid by the Developer to the Owner.
2. The Developer is empowered for 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 appoints an Architect / Engineer and through the Architect / Engineer, the Developer shall

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prepare submit and get sanctioned by the Concern Authority further plans of the Buildings (if required) 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 / Engineer from time to time. All costs charges and expenses for the erection, construction and completion of the building including Architect / Engineer 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.
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.

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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. 25 % 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 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.

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Ben Frederick Bruner

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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 good 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.
2. 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 construction 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.
3. 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

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= 10 =

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.

4. 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.
5. 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.

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

Dr. Prakash Bhatnagar



= 11 =

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 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. It is agreed by and between Parties hereto that the entire Project on the total Land as mentioned in the Part - I (Total Property) of The First Schedule will be known as Kamala Dham and individual Blocks will be named as GANGA, YAMUNA, SARASWATI, NARMADA, KAVERI & GODAVARI and all the common areas and facilities within the Kamala Dham will be used and enjoyed by the residents of GANGA, YAMUNA, SARASWATI, NARMADA, KAVERI & GODAVARI and maintenance and other charges (if any) will be borne by residents of GANGA, YAMUNA, SARASWATI, NARMADA, KAVERI & GODAVARI.

Ram Prakash Singh Thakur



= 12 =

8. The Owner hereby grant to the Developer the exclusive right to buildup 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.
9. Further Acts: The Parties do all further acts deeds and thing as may be necessary to give complete and meaningful effect to this Agreement.
10. 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.
11. 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.

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.

Dr. Prakash Bhusal



= 13 =

XVII. FORCE MAJEURE:

1. 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 25 % 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 25 % 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.
4. The proportionate share in the land comprised in the said property 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.

Dr. Praveen Kumar



= 14 =

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 that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with

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= 15 =

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.

Dr. Prateek Punwalla



= 16 =

XXIV. Jurisdiction:

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

XXV. Rules of Interpretation:

1. 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.
2. 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, L.R. Khatian No. 4474, within MouzaSearsole, J.L. No.17 Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj, totaling to 223.5 Decimal equivalent to 97574 Sq.Ft. by classification Bastu and border **GREEN** in the MAP or PLAN annexed as Annexure 'A' herewith which do form a part of this Deed and butted and bounded by:

ON THE NORTH : Land of Sujit Shaw
ON THE EAST : Block E, Kaveri of Kamala Dham
ON THE SOUTH : Private Road of Kamala Dham
ON THE WEST : 30 Feet wide road

Dr. Pradip Kumar Bhattacharya



= 17 =

PART-II

(SAID SCHEDULED PROPERTY)

ALL THAT the piece and parcel of 12107 Sq. Ft. out of which Land measuring more or less 5316 Sq. Ft. under L.R. Dag No. 2332 & Land measuring more or less 6791 Sq. Ft. under L.R. Dag No. 2333, within Mouza Searsole, J.L. No.17 Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj and measuring and border RED in the MAP or PLAN annexed as Annexure "A" herewith which do form a part of this Deed.

PART-III

PROPERTY ALREADY AGREED TO BE DEVELOPED

ALL THAT Land measuring more or less 85487 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 ORANGE in MAP or PLAN annexed as Annexure "A" herewith which do form a part of this Deed.

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 (if any)
- m) Room for Darwin's (if any).

Dr. Prakash Desai



= 18 =

- s) 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) Gymnasium, Swimming Pool & Community Hall.

It is expressly agreed that the common portions as mentioned in the Registered Development Agreement No. on 17th November 2017 registered at the office of A.D.S.R. Raniganj and the same was recorded in Book No. 1, CD Volume No. 0204-2017, Pages 67578 to 67604, Being No. 020404770, for the year 2017 will now form part of the newly added building namely Godavari which will form one of the units in the whole Kamala Dham Complex.

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 6 FEET)
	WC	COMMODE
	WASH BASIN	CERAMIC
FITTING		CP FITTINGS OF REPUTED BRAND
DOORS	FRAME	IMPORTED TIMBER
	SHUTTER	FLUSH DOORS
WINDOWS		ALUMINIUM WINDOWS WITH GLASS PANELS
INTERNAL FINISHES		PLASTER OF PARIS / WALL PUTTY
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 F.

IN WITNESSES WHEREOF the Parties have executed this Agreement on the day month and year mentioned above.

This Deed has been printed in 19 Pages and in Page No. 1 (A) Photo & Ten Fingers Print given by the Parties, duly attested, being the part of this Deed.

WITNESSES:

1. Shouvik Dey
s/o- Mr. Pankaj Kumar Dey
C. R. Road
P.O. & P.S. - Raniganj
PIN - 713347
Paschim Bardhaman

Ran Prakash Bhunia

SIGNED, SEALED AND DELIVERED
by the OWNER

2. Pannasad Jalan
Ganeshdham
Raniganj - 713358
Dist - Paschim Bardhaman

AKASHA BHUVANEE BUDHCON LLP

Vijay Kumar
PARTNER

SIGNED, SEALED AND DELIVERED
by the DEVELOPER

Drafted & Prepared by me
as per instruction of the parties

Shouvik Dey

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

ANNEXURE - A

SITE PLAN OF LAND UNDER DEVELOPMENT SHOWING IN MOUZA SEARSOLE, J.L. NO.- 17, R.S. PLOT NOS.- 1670, 1671 & 1672 CORRESPONDING TO L. R. PLOT NOS.- 2332, 2333 & 2334, PS - RANIGANJ, SUB-DIVISION - ASANSOL SADAR, DIST - PASCHIM BARDHAMAN

SAID SCHEDULE PROPERTY MARKED AS RED IN THE MAP :-

LAND MEASURING AREA :-

5316 SQ. FT. UNDER L. R. PLOT NO. 2332

6791 SQ. FT. UNDER L. R. PLOT NO. 2333

12107 SQ. FT. UNDER L. R. PLOT NO. 2332 & 2333

PROPERTY ALREADY AGREED TO DEVELOP

MARKED AS ORANGE IN THE MAP :-

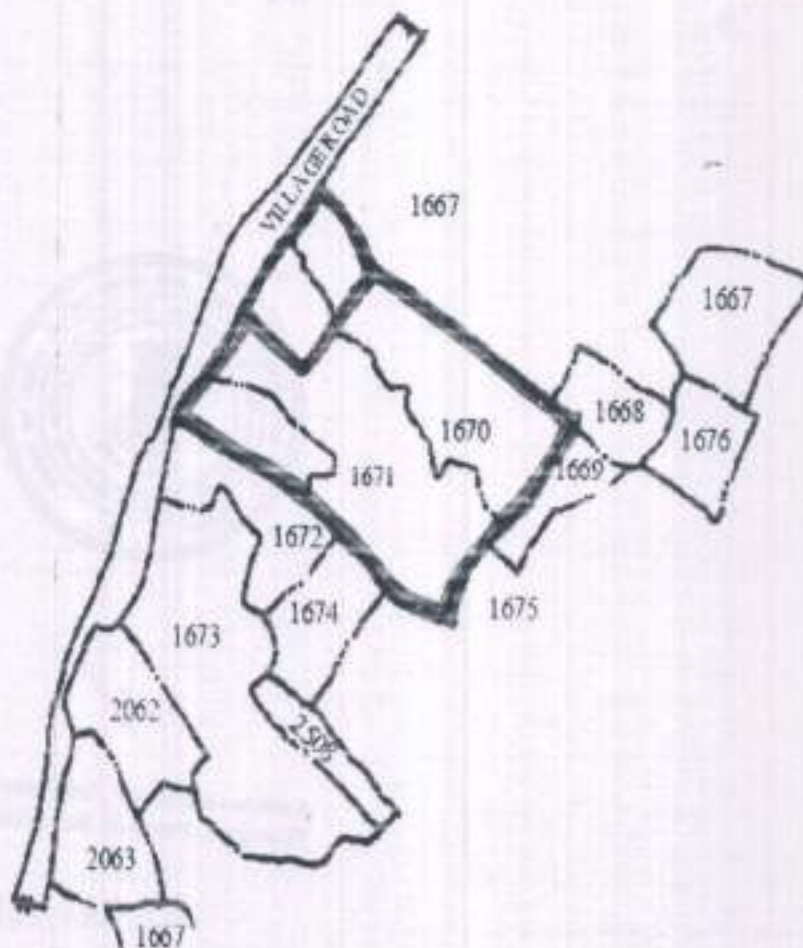
LAND MEASURING AREA :-

85467 SQ. FT UNDER L. R. PLOT NO. 2332, 2333 & 2334

TOTAL PROPERTY MARKED AS GREEN IN THE MAP :-

LAND MEASURING AREA :-

97574 SQ. FT. UNDER L. R. PLOT NO. 2332, 2333 & 2334



Anu Prakash Bhunia

ANUSHA BHUNIA BUILDCON LLP
Anu Prakash Bhunia
PARTNER

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

OM PRAKASH BHUWALKA
GANESH DAS BHUWALKA

18/10/1952

Permanent Account Number

AIZPB1892J



Om Prakash Bhuwalka
Signature

Om Prakash

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

VIVEK BHUWALKA

OM PRAKASH BHUWALKA

21/09/1983

Permanent Account Number

AIZPB9974D



Signature

Vivek Bhuwalka



Duplicate

ভারতের নির্বাচন কমিশন
শরিত্ব শক্তি
ELECTION COMMISSION OF INDIA
IDENTITY CARD
MCB1429285



নির্বাচকের নাম : শৌভিক দে

Elector's Name : Shouvik Dey

পিতার নাম : পঙ্কজ কুমার দে

Father's Name : Pankaj Kumar Dey

লিঙ্গ / Sex : পুরু / M

জন্ম তারিখ : 31/12/1982
Date of Birth



Shouvik Dey
for the purpose of
Identified at ADSP
Raniganj on 20/05/19

MCB1429285

শ্রীঃ
১১ নং রাস্তা রানিগঞ্জ ৭১৩৪৭

Address:
33 C R ROAD RANIGANJ BURDWAN
713347

Date: 20/07/2009

১১-নং রাস্তা রানিগঞ্জ ৭১৩৪৭

Facsimile Signature of the Electoral
Registration Officer for
• 275-Raniganj Constituency

কোন পরিবর্তন হলে নতুন ঠিকানা উল্লেখ করে
নতুন ফর্ম পূরণ করে নির্বাচন কমিশন
কর্তৃপক্ষের কাছে জমা দিতে হবে।
In case of change in address mention the Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AKAISHA BHUWALKA BUILDCON LLP



08/11/2016

Permanent Account Number

ABGFA6143B

22/11/2016

AKAISHA BHUWALKA BUILDCON LLP

Vivek Bhushan

PARTNER

TEN FINGERS TIP CHAPH

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



Bin Pratik...

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

Signature *Bin Pratik...*

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



Vijay...

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

Signature *Vijay...*

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



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

Signature.....

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



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

Signature.....

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

GRN: 19-201920-001590942-1 Payment Mode Online Payment

GRN Date: 19/05/2019 17:42:24 Bank: Allahabad Bank

BRN: 190519002751623 BRN Date: 19/05/2019 17:45:02

DEPOSITOR'S DETAILS

Id No. : 02040000772458/2/2019

[Query No. Query Year]

Name : Akaisha Bhuwalka Buildcon LLP

Contact No. : Mobile No. : +91 9564646248

E-mail :

Address : 51 N S B Road Raniganj

Applicant Name : Mr SHOUVIK DEY

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment/ Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	02040000772458/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	7010
2	02040000772458/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	14

Total

7024

In Words : Rupees Seven Thousand Twenty Four only

Major Information of the Deed



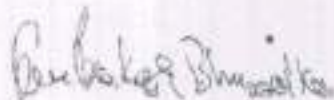
Deed No :	I-0204-02610/2019	Date of Registration	20/05/2019
Query No / Year	0204-0000772458/2019	Office where deed is registered	
Query Date	19/05/2019 11:59:08 AM	A.D.S.R. RANIGANJ, District: Burdwan	
Applicant Name, Address & Other Details	SHOUVIK DEY C. R. ROAD, Thana : Raniganj, District : Burdwan, WEST BENGAL, PIN - 713347, Mobile No. : 9126060200, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
Rs. 47,91,605/-	Rs. 47,91,605/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 8,010/- (Article.48(g))	Rs. 14/- (Article E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Burdwan, P.S.- Raniganj, Municipality: RANIGANJ, Road: Unnamed Municipal Road (Raniganj), Mouza: Searsole Ji No: 17, Pin Code : 713358

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (in Rs.)	Market Value (in Rs.)	Other Details
L1	LR-2332 (RS -)	LR-4474	Bastu	Baid	5316 Sq Ft	21,03,921/-	21,03,921/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	LR-2333 (RS -)	LR-4474	Bastu	Baid	6791 Sq Ft	26,87,684/-	26,87,684/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
		TOTAL :			27.7453Dec	47,91,605 /-	47,91,605 /-	
		Grand Total :			27.7453Dec	47,91,605 /-	47,91,605 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr OM PRAKASH BHUWALKA (Presentant) Son of Late GANESH DAS BHUWALKA Executed by: Self, Date of Execution: 20/05/2019 , Admitted by: Self, Date of Admission: 20/05/2019 ,Place : Office			
		20/05/2019	L1 20/05/2019	20/05/2019




Major Information of the Deed :- I-0204-02610/2019-20/05/2019

51, N. S. B. ROAD, P.O:- RANIGANJ, P.S:- Raniganj, 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: 20/05/2019 , Admitted by: Self, Date of Admission: 20/05/2019 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	AKAISHA BHUWALKA BUILDCON LLP 51, N. S. B. ROAD, P.O:- RANIGANJ, P.S:- Raniganj, 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 - 20/05/2019 , Admitted by: Self, Date of Admission: 20/05/2019, Place of Admission of Execution: Office	 May 20 2019 5:36PM	 L1 20/05/2019	 20/05/2019
51, N. S. B. ROAD, P.O:- RANIGANJ, P.S:- Raniganj, 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 LLP (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SHOUVIK DEY Son of Mr PANKAJ KUMAR DEY C. R. ROAD, P.O:- RANIGANJ, P.S:- Raniganj, Raniganj, District:-Burdwan, West Bengal, India, PIN - 713347	 20/05/2019	 20/05/2019	 20/05/2019
Identifier Of Mr OM PRAKASH BHUWALKA, Mr VIVEK BHUWALKA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr OM PRAKASH BHUWALKA	AKAISHA BHUWALKA BUILDCON LLP-12.1825 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr OM PRAKASH BHUWALKA	AKAISHA BHUWALKA BUILDCON LLP-15.5627 Dec

Major Information of the Deed :- I-0204-02610/2019-20/05/2019

Land Details as per Land Record

District: Burdwan, P.S:- Raniganj, Municipality: RANIGANJ, Road: Unnamed Municipal Road (Raniganj), Mouza: Searsole Ji No: 17, Pin Code : 713358

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2332, LR Khatian No:- 4474	Owner:ওম প্রকাশ ভূয়ালকা, Gurdian:গণেশদাস , Address:নিজ , Classification:বাইন, Area:0.84000000 Acre.	Mr OM PRAKASH BHUWALKA
L2	LR Plot No:- 2333, LR Khatian No:- 4474	Owner:ওম প্রকাশ ভূয়ালকা, Gurdian:গণেশদাস , Address:নিজ , Classification:বাইন, Area:1.17000000 Acre.	Mr OM PRAKASH BHUWALKA

Endorsement For Deed Number : I - 020402610 / 2019

On 20-05-2019

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 17:12 hrs. on 20-05-2019, at the Office of the A.D.S.R. RANIGANJ by Mr OM PRAKASH BHUWALKA ,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 47,91,605/-

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

Execution is admitted on 20/05/2019 by Mr OM PRAKASH BHUWALKA, Son of Late GANESH DAS BHUWALKA, 51, N. S. B. ROAD, P.O: RANIGANJ, Thana: Raniganj, , City/Town: RANIGANJ, Burdwan, WEST BENGAL, India, PIN - 713347, by caste Hindu, by Profession Business

Indetified by Mr SHOUVIK DEY, , Son of Mr PANKAJ KUMAR DEY, C. R. ROAD, P.O: RANIGANJ, Thana: Raniganj, , City/Town: 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 20-05-2019 by Mr VIVEK BHUWALKA, PARTNER, AKAISHA BHUWALKA BUILDCON LLP (LLP), 51, N. S. B. ROAD, P.O:- RANIGANJ, P S:- Raniganj, Raniganj, District -Burdwan, West Bengal, India, PIN - 713347

Indetified by Mr SHOUVIK DEY, , Son of Mr PANKAJ KUMAR DEY, C. R. ROAD, P.O: RANIGANJ, Thana: Raniganj, , City/Town: 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 19/05/2019 5:45PM with Govt. Ref. No: 192019200015909421 on 19-05-2019, Amount Rs: 14/-, Bank: Allahabad Bank (ALLA0210031), Ref. No. 190519002751623 on 19-05-2019, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-0204-02610/2019-20/05/2019

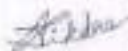
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,010/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 7,010/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 2140, Amount: Rs.1,000/-, Date of Purchase: 20/03/2019, Vendor name: A K Chand

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/05/2019 5:45PM with Govt. Ref. No. 192019200015909421 on 19-05-2019, Amount Rs: 7,010/-, Bank: Allahabad Bank (ALLA0210031), Ref. No. 190519002751623 on 19-05-2019, Head of Account 0030-02-103-003-02



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

Major Information of the Deed :- I-0204-02610/2019-20/05/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0204-2019, Page from 62498 to 62529
being No 020402610 for the year 2019.



Digitally signed by AVIJIT SIKDAR
Date: 2019.06.04 13:51:38 +05:30
Reason: Digital Signing of Deed.

Sikdar

(AVIJIT SIKDAR) 04-06-2019 13:51:05
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RANIGANJ
West Bengal.

(This document is digitally signed.)