NOTARY



Before, The Notary Public : Dhanbad

## Affidavit

I, Eqbal Singh s/o Mahendra singh BY FAITH Hindu, by occupation - Business, resident of shila niwas , sandhu colony, kabristan road, joraphatak , dhanbad (Jharkhand), Aadhar no. - 576705936828, Pan no. - BEPPS1473H do hereby solemnly affirm on oath and declare as under : -

1. That, declare that my moveable & immovable properties area follows : -

Movable assets -

Rs. 900000.00

Immovable assets-

Rs. 4900000.00

Total Assets -

Rs 5800000.00

- 2. That, the above statements made above area true the best my knowledge and belief.
- 3. That, I am swearing this affidavid to submit before the authority concerned for needful.

## Verification

Solemnly affirmed before me

By the deponent who is duly

Identified by sri. - 11/19 Sul

The statements made above are true

and correct to the best of my

knowledge and belief on

Advocate, Dhanbad

DHANBAD

AUTHORISED JIS 297 (I) (C) of the Cr.P.C. 1977 ACT NO 11 of 1974) & w/s (22 0) Agt No 53 of 18525

Deponent



### INDIA NON JUDICIAL

## **Government of Jharkhand**

### e-Stamp



Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-JH23029172338476R

06-Nov-2019 03:56 PM

SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB

SUBIN-JHJHSHCIL0132414922722042R

SHAKUNTALA SINHA

Article 5 Agreement or memorandum of an Agreement

**DEVELOPMENT AGREEMENT** 

0

(Zero)

SHAKUNTALA SINHA

SHARADDHA CONSTRUCTION

SHAKUNTALA SINHA

100

(One Hundred only)





-----Please write or type below this line-----

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT made at DHANBAD on this the 12th day of November, 2019 between Smt. SHAKUNTALA SINHA, W/o Sri. Naresh Chandra Sinha, by faith- Hindu, by caste- Rajput, by occupation- Housewife, resident of Near Bank of India, Shakuntala Sadan, Babudih, Bishunpur, B. Polytechnic, P.S.& P.S.Dhanbad, Dist-Dhanbad, Jharkhand - 828130 hereinafter called and referred to as "LANDOWNER"/FIRST PARTY which expression shall unless excluded by or repugnant to the subject or context be deemed to include her heirs, executors, administrators, representatives and assigns of the ONE PART.

Reg No-7987/10

0006016961

on this Certificate and as

#### Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at "www.shcilesta available on the website renders it invalid.
- 2 The onus of checking the legitimacy is on the users of the certificate
- In case of any discrepancy please inform the Competent Authority

M/S SHARADDHA CONSTRUCTION, having its Head Office at Shakti Vihar Colony, Kola Kusma Road, Saraidhela, Dhanbad in the District of Dhanbad (Jharkhand) represented through its partner Sri Eqbal Singh, S/o Late Mahendra Singh, by faith- Hindu, by Caste-Sikh (Saluja), by occupation- Business, resident of Sandhu Colony, Kabristan Road, Joraphatak, P.O. & P.S. Dhansar, District- Dhanbad hereinafter called and referred to as the DEVELOPER/SECOND PARTY which expression shall unless excluded by or repugnant to the context be deemed mean and include its successors, and assigns of the OTHER PART

WHEREAS LANDOWNER- Shakuntala Sinha is the owner of land situated at Mouza-Bishunpur, Mouza No. 05, Old Khata No. 29 (Twenty Nine), New Khata No. 198 (OneNinety Eight), Old Plot No. 448 (Four Hundred Forty Eight and New Plot no. 835 (Eight Hundred Thirty Five), Measuring an Area 10 Kathas or to say 16.50 dec. (Ten Kathas or to say Sixteen point fifty decimals) purchase vide sale deed bearing no. 17255 dated 15.03.1971 muteted under thoka no. 194 and having Holding No. 0200002139000M0 and Ward no. 20. from Sri Vishwanath Singh S/o Sri Dudhin Singh

AND WHEREAS the LANDOWNER herein have approached the DEVELOPER with an intention to develop the said property and pursuant to the negotiations by and between the parties hereto and subject to the necessary approval being granted by the Competent Authority under the provisions of Nagar Nigam which approval/sanction is agreed to be persuaded by the DEVELOPER at their own costs and expenses and also subject to the plan of the proposed development being sanctioned by the competent authority, which responsibility is agreed to be shouldered by the LANDOWNER herein as a result of which hereof the LANDOWNER are desirous of appointing the DEVELOPER as DEVELOPER of the said property more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions hereinafter appearing:



## NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That the apartment to be constructed and developed by the DEVELOPER shall be known as "SHAKUNTALA TOWER".
- Unless the context or meaning thereof otherwise requires, the following expressions shall have the meaning assigned to than hereunder respectively: -
  - (a) "AGREEMENT" means this agreement and shall include all schedules and annexure hereto.
  - (b) "APPLICATION" means the application made by the client/allotted purchase of flat upon execution of this agreement by the DEVELOPER and the DEVELOPER, the application shall be deemed to form an integral part of their agreement provided that in case of any conflict between the contents of the Application and the provisions of this Agreement, the provision of this Agreement shall prevail.
  - (c) "ASSOCIATION OF FLAT DEVELOPERS" means the Association of all the apartment/flat DEVELOPER of the building acting as a group and termed as such in accordance with his present.
  - (d) "LANDOWNER" shall mean respective heirs, executors, administrators' legal representatives and/or assigns.
  - (e) "DEVELOPER" shall mean M/S SHARADDHA CONSTRUCTION, having its Head Office at SHAKTI VIHAR COLONY, Kola Kusma Road, Saraidhela, Dhanbad in the District of Dhanbad (Jharkhand) Represented herein through its Partner Sri. Eqbal Singh, S/o Late Mahendra Singh, by faith- Hindu, by Caste- Sikh (Saluja), by occupation- Business, resident of Sandhu Colony, Kabristan Road, JoraPhatak, P.O. & P.S. Dhansar, District- Dhanbad and its heirs, executors, administrators, legal representatives and /or assigns.



- (f) "LAND" shall mean the space on which proposed building to be constructed including vacant space to be left around each building and enclosed by existing boundary wall which is detailed in schedule "A" below.
- (g) "BUILDING" shall mean the building proposed to be constructed over the said land with sanctioned plan of Nagar Nigam which will conform to specifications as mentioned in schedule "B" below
- (h) "SALEABLE SPACE" shall mean the space in the building available for independent use and occupation inclusive of proportionate share of the space required after making due provisions for common facilities and the space required thereof.
- (i) "ARCHITECT" shall mean such Architect or Architects may appointed from time to time for the project at the said building.
- (j) "BUILDING PLAN" shall mean a plan prepared by Architect appointed by the DEVELOPER for the construction of the building on the said property and sanctioned by the NAGAR NIGAM and/or other authorities.
- (k) "TOTAL SUPER BUILT UP AREA" is the total constructed area comes to be 24,680 sq. ft.
- (I) "LANDOWNER'S ALLOCATION" shall mean and include 36% (Thirty Six Percent) of super built up area i.e. 8885 square feet with right, title, interest and possession to in and over in/of the proposed building excluding the common area to be demarcated in Red on a copy of sanctioned plan of Nagar Nigam along with undivided variable share in the Schedule "A" land comprised in said premises and the right to user of the common portion and/or common facilities in the proposed building.



## (n) "COMMON AREAS AND FACILITIES" in relation to the building means: -

- (i) The land on which such building is located and all easements, right and appurtenances belonging to the land and the building.
- (ii) The foundation, columns girders, beans, supports, main will, roots, halls, corridors, lobbies, stairs, stair-ways, fire escapes and entrances and exit of the building.
- (iii) The basement, roof, open space, open areas, centre, space.
- (iv) The premises for the lodging Gatekeeper or the person employed for looking after the property.
- (v) The elevators, tanks, pumps, motors, fans, compressor, ducts and in general all appurtenance installation.
- (vi) Such other community and commercial facilities as may be prescribed.
- (o) "RESERVED OR LIMITED COMMON AREAS AND FACILITIES" means those Common areas and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any other Apartment Flat), and kept as reserved for use of certain Apartment(Flat) or remain allotted to any Apartment(Flat) and to the exclusion of other Apartment(Flat).
- 3. The LANDOWNER does hereby nominate, constitute and appoint the DEVELOPER to develop the said property at their own cost more particularly described in the First



- 4. In consideration of the LANDOWNER having appointed the DEVELOPER as the DEVELOPER of the said property and the LANDOWNER agreeing to allow the DEVELOPER to appropriate to themselves the entire profits arising from the development scheme as is hereinafter provided. The DEVELOPER shall pay a sum of Rs. 15,00,000/- (Fifteen lac rupees only) out of which 10,00,000/- has been paid at the time of signing of this development agreement and the rest money which is 5,00,000/- will be paid after approval of plan by Nagar Nigam to the LANDOWNERS morefully described in Schedule-"G" below receipt whereof is hereby acknowledged by the LANDOWNER which amount shall be refunded by the respective LANDOWNER to the DEVELOPER on completion of the construction of "SHAKUNTALA TOWER".
- 5. Within seven days from the execution of these presents, the LANDOWNER shall deliver or cause to be delivered all the title deeds, property card, certified copy of the plans of City Survey, etc. in relation to the property hereby agreed to be developed to DEVELOPER for the purpose of investigation of Vendor's title to the said property.

The LANDOWNER shall hand over the vacant and peaceful possession of the said property to the DEVELOPER and DEVELOPER shall thereafter be authorised to commence construction of buildings on the said land in accordance with the plans approved and/or sanctioned by the NAGAR NIGAM as well as under any other law applicable and take such steps as may be necessary or expedient and incidental to carry out the development of the said land at their own costs, expenses. For the said purpose, the DEVELOPER shall be entitled to appoint Architects, Engineers, Surveyors, Contractors, Agents and other personnel and shall be entitled to take all such steps as may be necessary or incidental for such development and construction work at their own costs and expenses.

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Immediately on the execution of these presents, the LANDOWNER herein shall execute a Power of Attorney in favour of the DEVELOPER or their Nominee(s) as may be desired by the DEVELOPER for the purpose of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary further approval from the various authorities in connection with the development to be submitted by the DEVELOPER on behalf of the LANDOWNER to the Competent Authority, Urban Land Ceiling, NAGAR NIGAM or any other Government or Semi-Government authority in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the DEVELOPER on behalf of the LANDOWNER. The LANDOWNER hereby undertake that the said Power of Attorney shall not be, under any circumstances, revoked by the LANDOWNER as long as these presents subsist and remain binding upon the parties hereto. If the said Power of Attorney is revoked by the LANDOWNER and delay is caused in developing the property hereby agreed to be developed the consequences arising thereof shall be at the costs of the LANDOWNER alone.

8. The portion of the building which is to be allocated to the LANDOWNER share i.e. 36% of super built up area out of the total constructed area in the said building for residential purpose with all amenities and the car space in the basement area of the building in respect of 36% share for car parking.

The LANDOWNER shall render all assistance, co-operation and sign and execute or cause to be signed and executed all applications, plans, authorities and other writings as may be necessary or required to enable the DEVELOPER for development of the said plot and to obtain further approval of the NAGAR NIGAM, if required in future on the execution thereon execute a Power of Attorney in favour of the DEVELOPER or their Nominee/s to enable them to develop the said property.

10. All buildings to be constructed on the lands comprised under this Agreement and the dwelling units thereon will be in accordance with the Scheme sanctioned by the



- 11. The LANDOWNER shall make out a clear and marketable title to the said property, hereditaments and premises agreed to be developed and ultimately to be conveyed free from reasonable doubts and all encumbrances and shall at their own costs and expenses get in all outstanding estates and clear all defects in the title and all encumbrances and claims on or to the said property including all claims by way of sale, exchange, mortgage, gifts, trust, hereditaments, possession, except the possession of agricultural tenants, easement, lease, lien or otherwise.
- 12. It is agreed and understood that the LANDOWNER shall not in any way obstruct the development work to be carried out by the DEVELOPER and shall not do any act, matter or thing whereby the DEVELOPER will be prevented from carrying out the Development work envisaged under this Agreement.
- 13. The DEVELOPER shall be entitled to enter into usual Agreement for sale of flats/garages with various intending buyers, on what is known as DEVELOPERship basis, on such terms and conditions and at such price as the DEVELOPER may think fit and proper:
- 14. The entire development work in respect of the property shall be carried out by the DEVELOPER in accordance with the plans that may be approved by the NAGAR NIGAM and other concerned authorities and while carrying out construction work, the DEVELOPER will comply with the building rules and bye-laws of the Municipal Corporation, various instructions, orders and directives, that may from time to time be issued in regard to the construction work by other concerned authorities subject to the compulsory deviation with permissible limits.



- 15. That in case the construction is not completed within three years from the date of this development agreement a further period of six months will be allowed as a grace period. If the construction is not completed even within this grace period then the DEVELOPER shall pay a sum of Rs. 5,000/- per month for each flat allocate to each member of the FIRST PARTY till the construction is completed.
- 16. It is agreed that the DEVELOPER shall carry out all the work of development in their name/s or in the name of their nominees, shall not do or cause to be done any act, deed, matter or thing in the name of the DEVELOPER. It is also expressly understood that the DEVELOPER will be entitled to the benefit of rights of development under any order or permission which may be issued by the Government of Jharkhand.
- 17. The LANDOWNER hereby declares that:
  - (a) The said property is equivalent to freehold and is not held under any agreement;
  - (b) There are no outstanding encumbrances, mortgages, liens (notice for acquisitions, requisitions or set back) easements, rights of tenants or outstanding interest or claim by any parties other than the DEVELOPER nor is the said property subject-matter of any pending suit or attachment either before or after judgement. No notification is issued under any Ordinance, Act, statute/rules or regulations affecting the said property;
- (c) The LANDOWNER further declares that neither the LANDOWNER nor his/their predecessors-in-title nor any body claiming from/or under them or any of them have or have granted any right of way or easement or other rights to any person over the said property;



- 18. The LANDOWNER will ensure that at the time when the DEVELOPER is allowed to enter upon the said piece of land described in the Schedule hereunder written, the said piece of land is absolutely vacant and nobody is in occupation of the same.
- 19. The LANDOWNER hereby agree and confirm that the DEVELOPER shall be entitled to transfer the benefit and burden of this Agreement subject to the terms and conditions mentioned herein either as a whole or in part to one or more parties and that the LANDOWNER shall have no objection to the same and the terms and conditions of this agreement shall remain binding over such transferees.
- 20. The LANDOWNER declare that the land, hereditaments and premises hereby agreed to be developed and conveyed are not subject to the easement or rights in the nature of easement.
- 21. The LANDOWNER hereby declare that no notice from Government or any other body or authority or under the MADA or Land Acquisition Act or Town Planning Act or Nagar Nigam, The Defence of India Act or under any other legislative enactments, Government Ordinances, Order or Notification (including any notice for acquisition or requisition of plots or any part thereof) has been received by or served upon them or any other person/s interested therein nor is the said plot or any part thereof included in any intended or publishes scheme of improvement of the Municipal, Government body or Public Body or authority.
- 22. The LANDOWNER hereby agrees to pay and discharge all taxes and outgoings in respect of the said land prior to the sale on which the DEVELOPER is put in possession of the said land.
- 23. The LANDOWNER shall be entitled to receive the rent and profits and shall be liable to pay all outgoings, such as Municipal taxes, land revenue, etc. prior to the date the DEVELOPER are put in possession and the DEVELOPER shall from the date they are



put in possession be entitled to receive the rents and profits and liable to pay all outgoings (including Municipal taxes, land revenue charges for consumption).

- 24. The LANDOWNER shall pay all outgoings including the ground rent, municipal and Collector's bills and charges in respect of the said property hereby agreed to be developed and conveyed previous to the date of handing over of the possession to the DEVELOPERS. The DEVELOPER agreed and undertake to bear all the betterment charges in respect of the said property and all taxes, Municipal, Collector's bills, etc. after the date of taking over of the possession.
- 25. On the execution of these presents, the LANDOWNER has authorised and allowed the DEVELOPER to put up the notice/signboards therein indicating the proposed development scheme of the DEVELOPE in the said property.
- 26. From the date of the possession, the DEVELOPER shall be entitled to commence the construction of the new building at their own costs and responsibility and also enter into the agreement for sale of units/flats, etc., herein at their entire responsibility on what is known as DEVELOPERSHIP basis.
- 27. That the expenses incurred on installation of transformer, Generator, Electricity, Meter connection will be borne by The LANDOWNER and DEVELOPER in proportion to their respective share i.e. 36% for LANDOWNER and 64% for DEVELOPER.
- 28. The LANDOWNER hereby authorise the DEVELOPER to sign and execute applications, writings, undertakings for amalgamation, layout, sub-division, building plans and other assurances and submit the same before the Municipal and Public authorities and to obtain commencement certificate, etc. for obtaining N.O.C. and transfer Permission for the purpose of and for the development of the said property and also to appoint the Architect at DEVELOPER's costs and expenses. It is also agreed that



all the costs, charges and expenses to be incurred in pursuance of this clause save and except as provided otherwise in this Agreement shall be borne and paid by the DEVELOPER alone irrespective of the fact whether the transaction goes through or not.

- 29. If the DEVELOPMENT / SALE be not completed due to any wilful default on the part of the DEVELOPER, the DEVELOPER shall be entitled to specific performance of this Agreement.
- 30. That the Flat Owner/occupier of any flat/unit/space in the said building shall have the right to visit the roof with technical hands and/or workers for the purpose of inspection of the common overhead water tanks, installation of radio aerials, T.V. antenna, cables, dish antennas etc. repairs and replacement thereof. Be it clearly mentioned that if in future the competent authority permits the promoter/DEVELOPER to make further construction over the roof of the proposed building the LANDOWNER shall have 36% right over the roof of the proposed multi stories building and the rest to be allocated to the DEVELOPER alone.
- 31. (a) After receipt of the DEVELOPER allocation, completion of construction of the building for occupation and sale of flats & parking if any, the DEVELOPER shall make over the building formally to the LANDOWNER whereupon the LANDOWNER shall directly execute and deliver one or more deeds of conveyance in favour of proposed purchaser to the extent of their own share (LANDOWNER allocation).

(b)It is clarified herein that in regard to the share of the DEVELOPER allocations the DEVELOPER shall have power to directly execute and deliver one or more deed of conveyance in favour of the proposed purchasers to the extent of the promoter/DEVELOPER allocations through the power of attorney executed and granted by the proprietor/DEVELOPER in favour of the promoter/DEVELOPER.



(c) The LANDOWNER&DEVELOPER hereby agree that the purchaser of the unit/units shall be entitled to create equitable or legal mortgage of his area of unit for obtaining loan from any financial institution.

(d)It is further agreed that all the agreed commercial areas (including front area and back area) will be distributed between both the parties only in terms of their allocated shares i.e. 36% to the Landowners and 64% to the Developer and not otherwise.

- 32. This agreement shall not be treated as a partnership between the LANDOWNER and the DEVELOPERS.
- 33. Save and except as hereinbefore otherwise provided, all costs, charges and expenses of the LANDOWNER and of the DEVELOPER and incidental to this Agreement and Conveyance and other writing or writings to be made in pursuance hereof including stamp duty, registration charges, certified copies, correspondence and all the expenses shall be borne and paid by the DEVELOPER alone. The fines and penalties payable to the Collector or transfer of the property not incurred by reason of any delay in lodging the Deed of Conveyance by the DEVELOPER shall be paid by the DEVELOPER alone.

### SCHEDULE-"A" (SCHEDULE OF LAND)

Mouza- Bishunpur, Mouza No. 05, Khata No. 29, Plot No. 448 out of which measuring an area 10 Kathas or to say 16.50 dec. land butted and bounded as follows: -

North: - Road,

South: -Shanti Singh & Hari Singh,

East: - Part of Plot no - 448,

West: -Part of Plot no - 448



### MAP SCHEDULE "B" BUILDING MAP

### SPECIFICATION FOR THE BUILDING

The promoter/DEVELOPER within the stipulated period as mentioned hereinabove of this agreement erect upon the schedule "C" land and complete the same in a substantial and workmen like manner a residential cum commercial and a partly building in accordance with the building plan sanctioned by Nagar Nigam, Dhanbad and any other competent authority and shall also provide proper drainage, sewer and other conveniences and details of constructions are detailed hereunder in brief which are as follows:

- Foundation & Super structure: As per standard design approved by the architect/engineer and building plan sanction authority
- <u>Roof &Terrace</u>: Re-enforced cement concrete. Best quality thermal and water proofing treatment on terrace.
- Wall Finish: All Internal Wall cement plastered finish with branded wall putty. All
  External wall also finish by branded wall putty with two coats of Water proof external
  paint.
- <u>Door/Window</u>: -Good Quality, water & terminate proof wooden frames and flash doors, aluminium windows with two tracks.
- Flooring: -2'x2' Joint Free Tiles Flooring in drawing, dining, & bed rooms, Kitchen, Balcony & 12''x12'' anti skit tiles in Toilets.
- <u>Electric Wiring</u>: -Concealed P.V.C. Copper conduit wiring with standard quality. All Electrical Switches are modular and Accessories of standard make. A.C. connection/point shall be provided to each bedroom.
- <u>Water:</u> -24 hours water supply from own deep tube well, water supply lines for all units (Bathrooms & Kitchens). Hot water connection in both toilets of every flat.
- <u>Bathroom Fittings</u>: Glazed tiles on dado up to 7' Height. Good quality and good brand bathroom fittings shall be provided in all bathrooms & kitchens washing spaces by the Developers.

Parking –As per Agreement

Red No 1067/10 \*

Red No 1067/10 \*

Red No 1067/10 \*

Red No 1067/10 \*

- <u>Kitchen</u> -Kitchen Platform with granite & steel sink with 2'feetglazed tiles above the platform.
- T.V. Cable -concealed point for drawing hall & one bedroom of every flat
- Stair -- One stair for general use
- Fire Extinguishers: -As per specification of the Fire Department.
- <u>Lift:</u> Otis, Birla, Ece, or some good brand.

Note: - All material to be used in the proposed building must be of above mentioned branded/reputed companies or equivalent to ISI Brand.

## SCHEDULE "C" COMMON AREA

- 1. Staircases on all the floors of the proposed building.
- 2. Staircase and the Lift Landings on all floors of the proposed building.
- 3. The common path, passages and areas in the Land comprised in the said premises and in the proposed building (excepting expressly such areas therein as are not needed or held or intended for use by any particular person) including the Beams, Foundation and support of the proposed building.
- 4. Driveway and lobby in the ground floor or basement of the proposed building (save except the car parking spaces demarcated by the Promoter/DEVELOPER therein and/or the open land at the said premises).
- 5. Boundary walls and the main gates of the said premises.
- 6. Drainage and the sewerage lines and connections.
- 7. All electrical connections, installations, wings, meters and fittings (excluding only those that are installed with the exclusive area of Flat, shop & office space in the proposed building and exclusively meant for its use).
- 8. Tube wells and their installations, if any.
- 9. Water pump and its installations, pump room water reservoir, water tanks and all common installations for carriage of water (save and except only those as are within any Flat and are for use by the occupier of such Flat or Flats) and are for use by the



occupier of Flat or Flats (exclusively) in and and/or to and/or in respect of the proposed building.

- 10. Lift (if any) lift well installations, lift room and the lift machine room in the proposed building.
- 11. Such other common paths or area, equipment's, installations, fittings and fixtures in or about the land comprised in the said premises and in the proposed building as are necessary for the user in common between the proprietor/DEVELOPER of the proposed building from time to time expressly excluding the roof of the proposed building and the parking area in the basement and/or the ground floor of the proposed building and/or in the open land comprised in the said premises.
- 12. Fire extinguisher shall be installed on a report of expert and members of the flat DEVELOPER shall be trained initially.

### SCHEDULE "D"

- 1. All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lightening the common portions and common area in the proposed building including its outer walls.
- 2. The salaries of all persons employed for the common purposes including darwan, security personnel, liftman, sweepers, plumbers, electricians etc
- 3. Insurance premium for insuring the proposed building if any.
- All charges and deposits for supplies for common utilities to the co-DEVELOPER in common.
- 5. Municipal tax, water tax and other levies in respect of the premises in the proposed building save those separately assessed on the purchaser.
- 6. Costs of formation, operation of the Association (if any), for the maintenance and the management of the premises, the proposed building and the common portion thereof.
- 7. Costs of running, maintenance repairs, and replacement of lift, transformer (if any) generator (if any), pumps and common installation including their license fee, taxes and other levies (if any).



- 8. Electricity charges for the electrical energy consumed for the operation of the common services.
- 9. All litigation expenses incurred for the common purpose and relating to the common use and enjoyment of the common portions.
- 10. All other expenses, taxes, rates and other levies etc. as are deemed by the Promoter/DEVELOPER to be necessary or incidental or liable to be paid by the co-DEVELOPER in common including such amounts as be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

### THE SCHEDULE "D" ABOVE REFERRED TO

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE PRESENTS ON THE 12<sup>th</sup>DAY OF THE MONTH NOVEMBER AND YEAR 2019 FIRST ABOVE WRITTEN.

### SCHEDULE-"E"

Bifurcation of super built up area (i.e. 24680 Sq. Ft.) allotted: -

- 1. LANDOWNER: Smt. Shakuntala Sinha -Super built area 8885 Sq. Ft.
- 2. DEVELOPER: M/s Sharaddha Construction- Super Built up area 15795 Sq. Ft



# SCHEDULE-"F" (DISTRIBUTION AND ALLOCATION OF FLATS)

For Sharaddha Construction

Egsap Sort

(12/11/16) Partner

GROUNDFloor	COMMERCIAL (Area 972 Sq. Ft.)ALLOTTED TO LAND OWNER	COMMERCIAL (Area 1728 Sq. Ft.) ALLOTTED TO DEVLOPER	Flat No. 03(Area 1000 Sq. Ft.) ALLOTTED TO LAND OWNER	Flat No. 04(Area 1410 Sq. Ft.) ALLOTTED TO LAND OWNER
FIRST Floor	COMMERCIAL (Area <u>972</u> Sq. Ft.)ALLOTTED TO LAND OWNER	COMMERCIAL (Area 1728 Sq. Ft.) ALLOTTED TO DEVLOPER	Flat No. 103(Area 1000 Sq. Ft.) ALLOTTED TO DEVELOPER	Flat No. 104(Area 1410 Sq. Ft.) ALLOTTED TO LAND OWNER
SECOND Floor	Flat No. 201(Area 1410 Sq. Ft.)ALLOTTED TO DEVELOPER	Flat No. 202(Area 1000 Sq. Ft.)ALLOTTED TO DEVELOPER	Flat No. 203(Area 1000 Sq. Ft.)ALLOTTED TO DEVLOPER	Flat No. 204(Area 1410 Sq. Ft.) ALLOTTED TO DEVLOPER
THIRD Floor	Flat No. 301(Area 1410 Sq. Ft.) ALLOTTED TO DEVELOPER	Flat No. 302(Area 1000 Sq. Ft.) ALLOTTED TO DEVELOPER	Flat No. 303(Area 1000) Sq. Ft.) ALLOTTED TO DEVELOPER	Flat No. 304(Area 1410 Sq. Ft.) ALLOTTED TO DEVELOPER
FOURTH Floor	Flat No. 401(Area 1410 Sq. Ft.) ALLOTTED TO DEVELOPER	Flat No. 492(Area 1000 Sq. Ft.) ALLOTTED 711 Sqft to Land owner & 289 Sqft to Developer	Flat No. 403 (Area 1000 Sq. Ft.) ALLOTTED TO LAND OWNER	Flat No. 404(Area 1410 Sq. Ft.) ALLOTTED TO LAND OWNER



### SCHEDULE-"G"

Name	Cheque No.	Cheque Date	Amount
Shakuntala Sinha	000445	12.11.2019	10,00,000/-
Shakuntala Sinha	000446	15.01.2020	5,00,000/-

<sup>\*</sup> All above cheques were drawn on Punjab and Sind Bank, Kusum Vihar Dhanbad from the account of Sharaddha Construction A/c no. 08191100000210.

Certified that duplicate is the true and exact copy of the original agreement.

WITNESS

12/11/2013.

WITNESS

Parker Grand Sulv. SIGNED

Son of L. Keshaw chardro Sulv. 2/31 ort of the Second Sulv. 2/11/2013.

2. Alebend Keinel Sin

S/O N.C. Sinh Sakuntela Sadan. Babiolih, Bhobac.

12/11/2019

(First Party/Land OWNER)

For Sharaddha Construction

(Second Party/ DEVELOPER)

3. Thuman Bipin Pratop Sungh Shakuntula Sadan Babadén, P.O-Polgednie Dhanbad 828130

19 | 0 1 2 0



Authorised ws 297 (i) (c) of the Cr. P.C. 1973 (Act No 11 of 1974) & u/s (8) (i) of the Notaries Act 1952 (Act No 53 of 1952)



झारखण्ड JHARKHAND

C 220612

**NOTARY** DHANBAD

> NOTARY DHANBAD

### LEASE AGREEMENT

This Agreement of Lease is made on 09<sup>th</sup> day of May, 2015 between <u>SMT</u>. <u>SATPAL KOUR</u>, wife of Late Mahendra Singh, resident of Shila Niwas, Sandhu Colony, Kabristan Road, Jora Phatak, Dhanbad in the District of Dhanbad, hereinafter called and referred to as the <u>"LESSOR"</u> which expression shall unless repugnant to the context, be deemed and include her executors, administrators, assigns and legal representatives of the <u>ONE PART:</u>

### AND

"M/s. SHARADDHA CONSTRUCTION", represented by its Partner, Sri Eqbal Singh, son of Late Mahendra Singh, resident of Shila Niwas, Sandhu Colony, Kabristan Road, Jora Phatak, Dhanbad in the District of Dhanbad, hereinafter called and referred to as the LESSEE, which expression shall unless repugnant to the context, be deemed and include its executors, administrators and legal representatives of the OTHER PART;

Reg. No. 7967/10 Gove of India

BAN, JHARK

Continued...2

For Sharaddha Construction

Eg but Singh.

09-05-2015 (Partner)

Satpal Kau



A. N. SHARLABURA CONSTRAINT 1998, expressed by its Phroce for Edged back, and its process for

Single, son of Late Mahendar Single resident of Shila Nivas. Sandha Carany, Kabristan Rand, for Risha. Dhambad in the District of Dhambad Incolparity called and referred to as the Lettister. which expression shall unless repugnant to the context, be deduced and include its executors, administrators and legal presentatives of the Office Realth.

Continued



Sathal Kaun

The **LESSOR** is the owner of the land morefully described in Schedule A below on which an office measuring 200 Sq. Ft. (approx.) is already constructed.

WHEREAS the LESSEE approached the LESSOR to give the above said office for the purpose of its Construction business for a period of 2 years on monthly rental basis.

WHEREAS the **LESSOR** finding the proposal of **LESSEE** suitable in all respect, agreed to lease out the said office to **LESSEE** for their Construction business for a period of 2 years at the monthly rent of Rs. 1000/-, for which the **LESSEE** has agreed.

WHEREAS it is thought proper and expedient to incorporate the terms of said lease in a document which are agreed by both the parties.

### NOW THIS AGREEMENT OF LEASE WITNESSETH AS FOLLOWS:

- 1) That the lease of office will commence from 09<sup>th</sup> day of May, 2015 as described in the schedule below under this agreement for lease.
- 2) That the lease shall be monthly lease for all purposes.
- 3) That the lease of office shall be for a fixed period of 2 year commencing from 09<sup>th</sup> day of May, 2015 to 08<sup>th</sup> day of May, 2017, on termination of the lease, the lease may be renewed for further two years on the terms & conditions mutually accepted.
- That the monthly rent of the said office has been fixed and agreed on Rs. 1000/- (Rupees One Thousand Only) per month which will be payable according to English Calendar month and in the first week of each succeeding month on obtaining receipt from the LESSOR or from their representatives. The receipt shall be the only evidence in respect of payment of monthly rent of the said office to the LESSOR. In absence of the receipt, no claim in this regard will be entertained.
- 5) That the LESSEE shall not be entitled to use the premises for any other purpose except for bonafide purposes and shall not do anything which may in any way deteriorate the value of tenanted premises.
- 6) That the LESSEE shall not assign, transfer, sublet or part with the possession of the said office without the prior consent of the LESSOR.
- 7) The lessor is not responsible for any loss or damage by fire, theft occurs to the LESSEE.



Continued...3

- 8) That the LESSEE shall keep the LESSOR indemnified against all actions, claims, demands and expenses on account of any breach by the LESSEE of any of the terms of this agreement.
- 9) That the **LESSOR** shall during the said term pay the Municipal Taxes and other Govt. Taxes in respect of the land.
- 10) That the **LESSOR** shall be entitled to make inspection of the said office as and when desired.
- That the **LESSEE** shall handover vacant possession of the said office in the same condition subject to normal wear and tear to the **LESSOR** after expiry of the agreement or its renewal.



### SCHEDULE A

All that piece and parcel of RAYATI LAND measuring total 03 Kattha or to say 4.95 Decimal located at Saraidhela, P.O. & P.S. Saraidhela, in the District of Dhanbad in Mauza No. 8, Khata No. 66, Plot No. 2383 (P) butted and bounded by as follows:-

NORTH: Village Road

SOUTH

: Part of Plot No. 2383

Nakul Dutta

WEST

20 Feet Wide Road

IN WITNESS WHEREOF the parties have put their respective hands on the day, month & year first above mentioned with sound mind and body.

Witnessess:

2)

SIGNATURE OF THE PARTIES

For Sharaddha Construction

Satyendra Pandit

Notary Dhanbad

Authorised

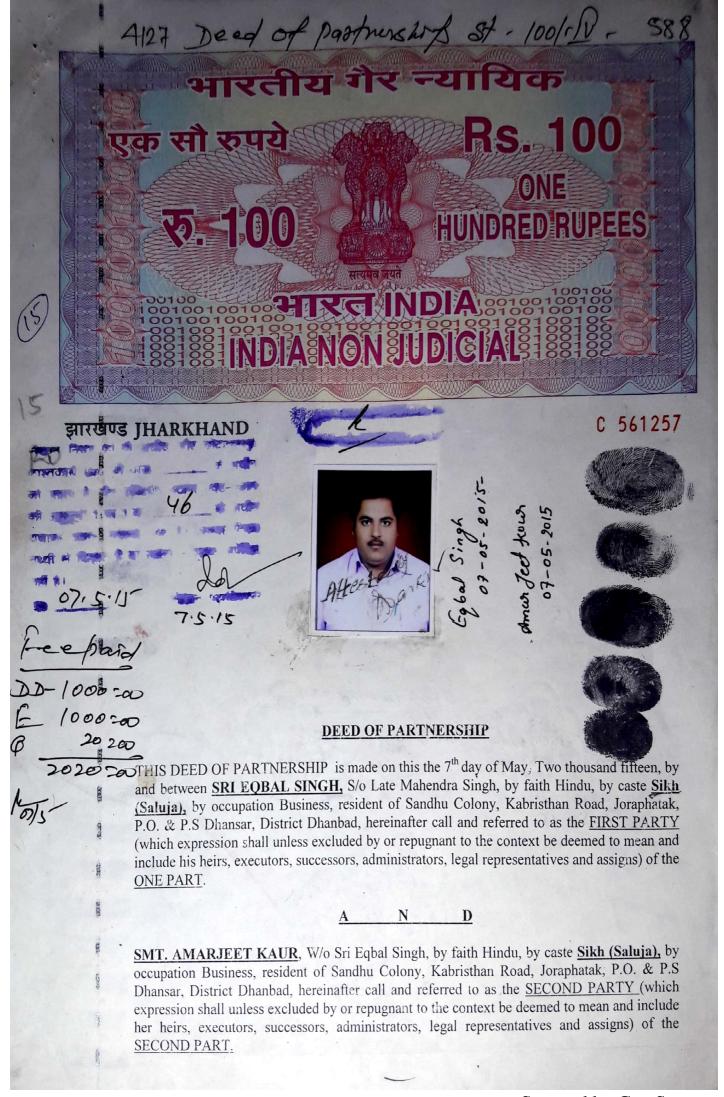
u/s 297 (i) (c) of the Cr. P.C. 1973 (Act No 11 of 1974) & u/s (8) (i) of the Notaries Act 1952

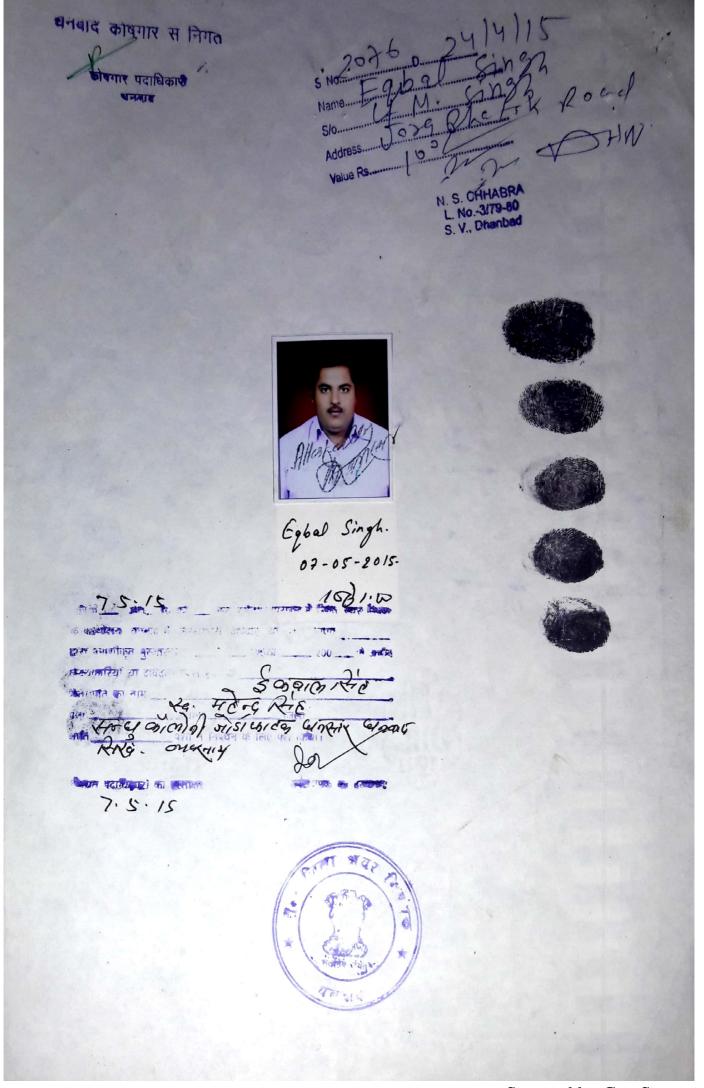
(Act No 23 of 1952)



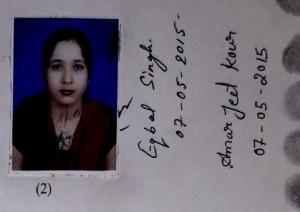








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Whereas the above named parties has decided to do business of Construction, at District Dhanbad.

## NOW THIS DEED OF PARTNERSHIP WITNESSTH AS FOLLOWS: -

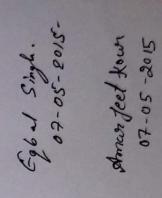
- 1. The parties shall become and be partner under the firm named **SHARADDHA CONSTRUCTION**, having its Head Office at Shakti Vihar Colony, Kolakusma Road, P.S. Saraidhela, in the district of Dhanbad (Jharkhand) as from the date hereof till dissolution to will of the partners and carry on the business of construction.
- 2. That the firm shall carry on construction business in the name and style of <u>M/S. SHARADDHA CONSTRUCTION</u>, having its Head Office at Kola Kusma, Saraidhela, Dhanbad in the district of Dhanbad (Jharkhand), however, the place of Head Office may be shifted, branches may be opened or closed on mutual consent of partners hereto anywhere in India.
- 3. The duration of the firm shall be for such further or lessor period as the parties may choice to mutually agree.
- 4. The registered office of the firm shall be at work side at Dhanbad District or such other place or places as the parties choose to.
- 5. The capital of the partnership shall be such sum as the parties may mutually agree and shall be contributed by  $1^{st}$  parties 75 % &  $2^{nd}$  parties 25 %.
- 6. The partners shall distribute the profit and loss in following manners: -

First Party : 75%

Second Party : 25 %

- 7. The parties shall borrow and take loan from any bank or banks time to time jointly and the profit shall be calculated and shall be distributed after repaying such sum taken as loan and also the account borrowed.
- 8. All apprentice, clerk or servant shall be employed or dismissed with the consent of the partners and all fees taken or paid shall be profit and expenses of the partnership.

- 9. That the all the partners will act as working partners and they will look after the affairs of the business of the firm diligently, honestly and to the best of their abilities and they will be paid monthly salary per month as consideration for their devotion of time to the business of the partnership firm. Further, the salaries of the partners may be revised from time to time seeing the profitability of the firm but the total partner's remuneration excluding interest on partners' capital should not exceed the amount as prescribed by Section 40(b) of the Income Tax Act, 1961 or by any subsequent amendment in the Income Tax Act, 1961.
- 10. That all the parties shall remain in charge of through out supervision and management and also outside affairs of the Partnership business.
- 11. That all the parties shall be in charge of the official works and dealings shall submit bill and draw money from the concerning department and offices and also from any firm company of individuals and shall deposit the same in the bank account of the Partnership firm.
- 12. That all amount of the firm shall be deposit in the bank account of the Partnership firm and all the parties shall be jointly in charge of deposit and withdrawals from the bank and also keep proper account of the same while any one partner can withdraw amount with his respective signature.
- 13. The parties shall cause all usual accounts and entries to be kept and make in proper books and together with all securities vouchers and such books shall be kept at the office of the Partnership and be open to inspection of the parties.
- 14. Immediately after each 31<sup>st</sup> day of March in every year the partners shall take an account and valuations of the effect credits and liabilities of the partnership such accounts and valuations shall after mutual examination is drawn up in duplicate and signed by the partners who shall each retain a copy. The profit or loss as the case may be, is divided as aforesaid after the signing of such accounts.
- 15. That the partners shall carry on the business of the firm to be greatest common advantages, be just and faithful to each other and render true and accurate accounts and full information of all things attaching the firm.
- 16. That each partner according to his/her convenience will carry on the business on behalf of all the partners to the best advantage of the partnership.



(4)

- 17. That the partners are further authorized to appoint individually may counsel, attorney or any other person to defraud or prosecute or file suits, appeals and applications for and on behalf of the firm in the manner necessary and advantageous to the firm.
- 18. That no partner in case of dispute amongst them be entitled to look up the business premises and thereby close the business or freeze the banking account of the firm. All dispatched amongst the partners shall be referred to Arbitrators or Arbitrator. An umpire will be selected by the Arbitrators; Umpire's decision will be final and conclusive in respect of matters referred to such Arbitrators.
- 19. That the partnership will not be dissolved on the death of a partner and business under such circumstances will be carry on by the other partner will one of the legal representatives, heirs or assigns of the deceased partner in his place if the heirs or legal representative as assign is a minor, the minor will be given the benefit of partnership to the extent of the share of the deceased partner in all profit and gains of the firm.
- 20. That without the express consent in writing of the partnership no partner shall sell mortgage convey or other wise transfer or encumber her interest in the firm to a third party.
- 21. That the profits of the Indian Partnership act, 1932 will apply in all matters not expressly provided in this deed.

In witness whereof the parties while in their sound health and prefect mind after due consideration and out of their free will and consent set and subscribed their respective hands the day, month and year first above written.

Certified that the finger prints of the left hand of the Partners whose photographs affixed in the document have been duly obtained before me, prepared the document as per draft supplied by the

Signature: Gasindra Nork Garkar Witnesses

Licence No. 6/87

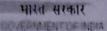
Lucky Pal Sirgh

SID Late Mahendra Sirgh

Jora Phatak Road, Dhansar, Dhanbad

07-05-2015

Alok modsuder Sto Late, S. W. modsuder 2. Attrapur, Dhubad.



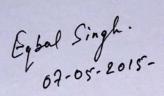


ईक़बाल सिंह Eqbal Singh जन्म वर्ष/YoB:1985 पुरुष Male



5767 0593 6828

आधार - आम आदमी का अधिकार





### भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

S/O: महेंद्र सिंह, शीला निवास, सन्धु कॉलोनी, कब्रिस्तान मार्ग जोडा फाटक, धनबाद, धनबाद,

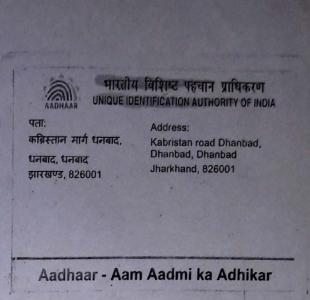
धनबाद झारखण्ड, 826001 Address:

S/O: Mahendra Singh, Shila niwas, Sandhu Colony, Kabristan road Jora Phatak, Dhanbad, Dhanbad, Dhanbad Jharkhand, 826001

Aadhaar - Aam Aadmi ka Adhikar

Manu





Amon Jeet kown
07 - 05 - 2015
Ozan





## भारत सरकार

Unique Identification Authority of India-Government of India

नामांकन क्रम / Enrollment No 1119/20042/14894

To, लक्की पाल सिंह Lucky Pal Singh S/O: Mahendra Singh shila Niwas Kabristan Road Near Punjabi Milan sandhu Colony Jora Phatak Dhanbad Dhanbad Nirsa-cum-chirkunda Dhanbad Jharkhand 826001 9709189903

Ref: 1152 / 06C / 1372853 / 1373047 / P

SH255165027DF



आपका आधार क्रमांक / Your Aadhaar No. :

6848 4231 1041

आधार — आम आदमी का अधिकार



भारत सरकार GOVERNMENT OF INDIA

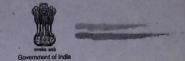


लक्की पाल सिंह Lucky Pal Singh जन्म वर्ष / Year of Birth : 1992 परुष / Male



6848 4231 1041

आधार - आम आदमी का अधिकार





### सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाईन ऑथन्टीकेशन द्वारा प्राप्त करें।

### INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- 🔳 आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाम उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



### भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O: महेंद्र सिंह, शीला निवास, कब्रिस्तान रोड, पंजाबी मिलान के पास, सन्धु कोलिनी जोरा फाटक, धनवाद, धनवाद, झारखण्ड, 826001 Address: S/O: Mahendra Singh, shila Niwas, Kabristan Road, Near Punjabi Milan, sandhu Colony Jora Phatak, Dhanbad, Dhanbad, Jharkhand, 826001



1947 · 1800 180 194 M

www

P.O. Box No.1947,

Lucky Pal Singh 07/05/2015





### निबंधन विभाग, झारखंड धनबाद

जांच पर्चा-सह घोषणा प्रपत्र (नियम 114)

Token No: 15 Token Date/Time: 07/05/2015 13:11:38 Document Type Presenter **Egbal Singh** Partnership Presenter' Name & Address Sandhu Colony, Kabristhan Road, Joraphalak Ps-Date of Entry 07/05/2015 Dhansar, Dhanbad Stampable Doc. Value DOE **Total Pages** 18 Document/Transaction Value Stamp Value 100 Book IV Special Type Serial No. CNO/PNO 0 Remarks / Other Details Old Serial No. / **Property Details:** App. ID e-Stamp Cert. Anchal Th.No. Wrd/Hlk Mauza Kh. No. Plot No Plot Type H No Category Min. Value Area

Other Property Details:						
Property Type	Th. No. Wrd	Mauza	Location	Area	Rate	Amount

Party	Details:							
SN	P Type	Party Name	Father/Husband	Occup.	Caste	PAN/F 60	UID	Address
1	FIRST	Eqbal Singh	Late Mahendra Singh	Business	General			Sandhu Colony, Kabristhan Road, Joraphatak Ps- Dhansar, Dhanbad
2	Party	Amarjeet Kaur	Eqbal Singh	Business	General			Sandhu Colony, Kabristhan Road, Joraphatak Ps- Dhansar, Dhanbad
3	Identifier	Lucky Pal Singh	Late Mahendar Singh	Business	General		684842311041	Sandhu Colony, Kabristhan Road, Joraphatak Ps- Dhansar, Dhanbad
4	Witness1	Lucky Pal Singh	Late Mahendar Singh	Business	General		684842311041	Sandhu Colony, Kabristhan Road, Joraphatak Ps- Dhansar, Dhanbad
5	Witness2	Alok Mazumdar	Late S.K. Mazumdar	Business	General			Hirapur, Dhanbad

Fee Details:

SN	Description	Amount	СНС	Net Amount
SIN	Description			Net Amount
1	SP	270.00	0.00	270.00
2	DD	1,000.00	10.00	1,010.00
3	E	1,000.00	10.00	1,010.00
Total		2,270.00	20.00	2,290.00

Egbal Singh.

उपरयुक्त प्रविष्टियाँ दस्तावेज में अंकित तथ्यों के अनुरूप है ।

दस्तावेज लेखक का हस्ताक्षर

प्रस्तुतकर्ता का हस्ताक्षर

निबंधन पूर्व सारांश में इंप्ट फार्म के अनुरूप डाटा इंट्रि की गई है |

डाटा इंट्रि ऑपेटर का हस्ताक्षर

उपरयुक्त इकिषाल

16E

व अगर्डी

्रि इस दस्तावेज के निष्पादन को मेरे समक्ष

स्वीकार किया

जिसकी

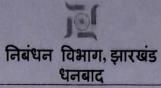
पहचान.....

वर्डी पाक किंह

पिता 29

379 (IM )

निबंधन पदाधिकरी का हर गक्षर



Token No.15 Token Date: 07/05/2015 13:11:38

Serial/Deed No./Year :4127/588/2015

Deed Type: Partnership

SN	Party Details	Photo	Thumb
1	Eqbal Singh Father/Husband Name:Late Mahendra Singh (FIRST PARTY) Sandhu Colony, Kabristhan Road, Joraphatak Ps- Dhansar, Dhanbad		
2	Amarjeet Kaur Father/Husband Name:Eqbal Singh (Party) Sandhu Colony, Kabristhan Road, Joraphatak Ps- Dhansar, Dhanbad	P.	
3	Lucky Pal Singh Father/Husband Name:Late Mahendar Singh (Identifier) Sandhu Colony, Kabristhan Road, Joraphatak Ps- Dhansar, Dhanbad		
4	Lucky Pal Singh Father/Husband Name:Late Mahendar Singh (Witness1) Sandhu Colony, Kabristhan Road, Joraphatak Ps- Dhansar, Dhanbad	x	×
5	Alok Mazumdar Father/Husband Name:Late S.K. Mazumdar (Witness2) Hirapur, Dhanbad	x	X

Book No.		IV		
Volume		21		
Page	465	То	482	
Deed No	4127/588			
Year	2015			
Date	07/05/201	5 15:	29:20	
	Registering	Office	er	

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Signature of Operator