



Before the Notary Public, at Dhanbad

AFFIDAVIT

We, (1) Rajesh Kumar Singh, S/o Late Purushottam Singh, Aged about 42 Years, (2) Alka Kumari Singh, W/o Sri Rajesh Kumar Singh, Aged about 33 Years, both are by faith- Hindu, by occupation - Business, Resident of Flat no.-401, Siddhi Vinayak Residency, Near Maruti Service Center Unit - 2, Kolakusma, P.O.-K.G. Ashram, P.S.- Saraidhela, Dist-Dhanbad (Jharkhand) do hereby solemnly affirm and declare as follows :-

1. We both are directors of Yashraj Infra Constructions Pvt. Ltd.
2. Landed Property on the name of Rajesh Kumar Singh, having sale deed no.-1047/958, Book No.-I, Volume No.-75 from page No.-397 to 432 for the year 2019, dated 16.02.2019, Mouza - Nichitpur, Mouza No.-37, Khata no.-46 (New Khata no.-57 & 59) Plot No.-28 (New Plot No.-173, 174 & 175 (P)) in Dhanbad District, Area -15.31 dec.
3. Residential Property (Flat) on the name of Alka Kumari Singh having sale deed no.-2019/DHAN/2546/BK1/2336, in Book No.-I, Volume No.-204, from Page No.-139 to 234 registered at office of SRO Dhanbad, for year 2019 on dated 03.05.2019.

Address of property Flat no.-401, Siddhi Vinayak Residency,

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**NOTARY
DHANBAD**

06/02/21

06 FEB 2021
Sl No 14 Date..... Time. 4:08

Near Maruti Service Center Unit - 2, Kolakusma, P.O.-K.G. Ashram, P.S.-Saraidhela, Dist-Dhanbad (Jharkhand) Mouza - Kolakusma, Mouza no.-12, Khata No.-15 (New Khata No.-363) Plot No.-251 (New Plot No.-237) in Dhanbad District, Area of Flat 1375 sq. ft.

4. Current market value of the both above said property is more than Rs. 50,00,000/- (Fifty Lacs).
5. That, the statements made above are true to the best of our knowledge and belief and nothing has been wrongly or falsely stated and in the event of anything adverse is detected we shall be liable for the same.
5. That, we are swearing this affidavit before the Authority concern for needful purpose.

VERIFICATION

Solemnly affirm before me by the deponent who is duly Identified by Sri
Advocate, Dhanbad

The Statements made above are true to the best of my knowledge and belief I sign this verification at Dhanbad on. 06.02.2021



**NOTARY
DHANBAD**

Notary Public, Dhanbad

Authorised
as 8 (l) (e) of Notaries Act
1952 (Act No 52 of 1952)

Alka Kesi Singh

(Deponent)
Identified by

Advocate, Dhanbad
SUBHASH PRASAD SINGH
ADVOCATE
E/No- 252/2000
CIVIL COURT, DHANBAD, JHARKHAND

खनिज क्षेत्र विकास प्राधिकार, धनबाद।

पत्रांक: १११०२२/न०नि०

सेवा में,

श्री धरेंद्र कुमार पिता-श्री वी०एन० सिंह
2. श्री राजेश कुमार सिंह। आम मुखतार।
पिता-स्व० परुषोत्तम सिंह,
सूर्यविहार कॉलोनी, धनबाद।

धनबाद, दिनांक: २२/१२/१५

विषय: आवासीय/व्यवसायिक/औद्योगिक/संस्थागत भवन निर्माण हेतु गृह प्लान केश नं० वी०डी०- 304/14-15
संबंधी आपके आवेदन दिनांक- 23.7.14 के संबंध में।

महाशय,

आपके आवेदन, दस्तोल संख्या- 1800 दाखिल खारिज अभिलेख संख्या- 488/11101-02

नमावंदी संख्या- 2115 से निर्गत लागान रसीद वर्ष 14-15 की अभिप्रमाणित प्रति, शपथ पत्र एवं
Incemnity Bond एवं तकनीकी सदस्य द्वारा किये गये अनुशंसा के आलोक में आपके द्वारा प्रस्तुत आवासीय/व्यवसायिक/औद्योगिक/संस्थागत भवन संबंधी वी०डी० केश नं०- 304/14-15 के नक्शे की स्वीकृति प्रबन्ध निदेशक,
खनिज क्षेत्र विकास प्राधिकार, धनबाद द्वारा प्रदान की गई है।

निदेशानुसार सूचित करना है कि प्लान नं०- 12 मौजा अन्तर्गत खाता नं०- 123, 142
प्लॉट नं०- 75, 80, 82 रकबा 3596.25 वर्ग मीटर भूमि पर स्वीकृत नक्शे के
अनुसार लाईसेन्सी अभियन्ता श्री डी. ए. कुमार की देख-रेख में कार्यालय के पूर्व निर्धारित प्रपत्र में
अधोहस्ताक्षरी को कार्यालय की जानकारी उपलब्ध करायेंगे। स्वीकृत नक्शे के अनुसार अधिकतम 2 (दो) वर्षों में कार्य पूर्ण कर
अधिनियम के प्रावधानों के तहत निर्माण पूरा होने की लिखित जानकारी अधोहस्ताक्षरी को उपलब्ध करेंगे।

प्रबन्ध निदेशक के लिखित पूर्वानुमति के वगैर किये गये किसी भी विचलित निर्माण को नियमित नहीं किया जा सकेगा,
बल्कि उसे तोड़ना ही एकमात्र विकल्प होगा।

खनिज क्षेत्र विकास प्राधिकार के संबंधित पदाधिकारी से निर्माण कार्य का निरीक्षण समय-समय पर कराना सुनिश्चित
करेंगे।

आप स्वीकृत नक्शे में दर्शाये नाली से हटकर अन्य नाली का निर्माण नहीं करेंगे।

माडा भवन विनियमन के दायरे में आवासीय/व्यवसायिक/औद्योगिक/संस्थागत भवन निर्माण हेतु स्वीकृत नक्शा, खतव,
अधिकार एवं दखल का प्रमाण नहीं है।

जिस प्रयोजन के लिये भवन निर्माण का नक्शा किया गया है निर्मित भवन का व्यवहार उसी प्रयोजन के लिये किया जा
सकेगा। भवन प्लान की स्वीकृति से आवेदक का प्रशंगत भूमि पर भुस्वामित्व का प्रमाण स्थापित नहीं होगा।

जल संरक्षण एवं पर्यावरण सुरक्षा हेतु आवश्यक प्रबंध के लिये आप स्वयं जिम्मेवार रहेंगे तथा स्वीकृति आदेश राज्य
सरकार/नगरपालिका विल्डिंग कोड के अद्यतन आदेशों, निदेशों एवं प्रावधानों से स्वतः प्रभावित होगा।

आवेदक द्वारा उपकर के मद में 25% कुल रु० 26,780.00 जमा किया गया है। शेष राशि आवेदक द्वारा
सहायक श्रमायुक्त धनबाद के कार्यालय में जमा करना स्वयं सुनिश्चित करेंगे।

स्ट्रक्चर डिजाइन, मॉडल टेस्ट रिपोर्ट काम शुरू करने से पहले या 60 दिनों के अन्दर
जमा नहीं करने पर निर्माण कार्य स्थगित करना होगा।

कार्यपालक अभियन्ता,
साहचर्य गलत निवेशक
खनिज क्षेत्र विकास प्राधिकार
धनबाद, 20/12/15

1320

Advance money - 49000/-
Deed of Agreement 5-2000/ 1111



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000



झारखण्ड JHARKHAND

Handwritten notes and signatures on the left side of the document.



Dhanbad

Signature of Dharmendra Kumar
13-02-2013
Dharmendra Kumar
Managing Director

431487



This Agreement made on this 13th day of February, 2013

BETWEEN

SRI DHARMENDRA KUMAR, son of Sri Baij Nath Singh, by occupation Business, by faith Hindu, by caste Rajput, resident of Surya Vihar Colony, Bartand, P.S.- Dhanbad, Dist-Dhanbad, Jharkhand, hereinafter referred to as the "Owner" (which expression shall, unless repugnant to the context and meaning thereto shall mean and include his heirs, administrators, executors, assigns, legal representatives and/ or successors interest) of the FIRST PART.

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Handwritten calculations:
13/2/13
Paid
100 - 1470.00
E - 1000.00
2470.00

Handwritten date: 13/2/13

Handwritten signature: Rose

Handwritten signature: Alka Devi Singh

अचल अधिकारी... 2470.00... से प्राप्त सूची के अनुसार दस्तावेज में वर्णित मीत्रा... के खाता नं०... के खाते से बाहर है/सूची दर्शाती है।
13/2

धनबाद कोषगार से निर्गत

कोषगार पदाधिकारी
धनबाद

No. 2177 Date 12-2-13
Name Chanderan Kumar
S/o. Wa. Bimal Kumar
P.S. Buxar
Value of Stamp 10/-
Through
Part of Stamp

Chanderan Kumar Lala
S.V. Dhansad, L.No.-1/02-01

certified that a single stamp value of
Rs 20/- required for this document,
is not available and the smaller number of
stamp which I can furnish so as to make
up the required amount is/as follows
10/- x 2 = 20/-
S V Dhs



Dhanendra Kumar
13-02-2013

13/2/13 10/-
श्री वैजनाथ सिंह
सुभविहार कॉलोनी बरौडा धनबाद
राजपुरा अखरनाथ
13/2/13



Attest in light of [Signature]



झारखण्ड JHARKHAND

-2-

AND

M/S YASHRAJ INFRA CONSTRUCTIONS PRIVATE LIMITED, represented through its Managing Director of the firm for all purpose **SRI RAJESH KUMAR SINGH** S/o Late Purushottam Singh Registered office 401, Siddhi Vinayak Residency, Behind Prabhat Khabar, Kolakusma, P.O.- K.G. Ashram, P.S.- Saraidhela, Dist.-Dhanbad of hereinafter referred to as the "CLAIMANT" (which expression shall, unless repugnant to the context and meaning thereto shall mean and include its administrators, executors, assigns, legal representatives and/ or successors-in-interest) of the **SECOND PART**.

WHEREAS:

- A. The Owner is seized and possessed of and is owner of or otherwise sufficiently entitled to the free hold title to 8.25 Decimal of appertaining to Khata No.-123, Plot No.-75 & 80(P), and Khata No.- 142, Part of Plot No.- 82, Thana No.- 12 situated in Mouza- Kolakusma, P.S.- Saraidhela, Sub-Registry office Dhanbad, and District- Dhanbad, more particularly described in the Schedule hereunder written (hereinafter referred to the "Property").

Contd/Page-3

Rajesh Kumar Singh

Rajesh

Rajesh Kumar Singh
13-02-2013

Yashraj Infra
Constructions (P) Ltd. 488
13-02-13
Managing Director

Dhanendra Kumar
13-02-2013

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Yashraj Infra
Constructions (P) Ltd.
13.02.13
Managing Director

B. The Property hereby was purchased by the Owner vide a sale Deed No.- 1800 Dated- 08.06.1999 for a valid consideration from Smt. Neeta Taneja, wife of Sri Nand Kumar Taneja, registered at Dhanbad registry office and entered in Book No.- 1, Volume No.-25, Pages 361 to 368 for the year 2000 Subsequently, the Owner got his name mutated in the government records by mutation case No.- 488(II) of year 2001-02 and is paying the requisite ground rent under Thoka No.-2115, in respect thereof through Circle Office Dhanbad and accordingly the rent receipt is being issued in his name.

C. It is hereby represented, declared and warranted by the Owner that:

- (i) The said property is under the exclusive possession of the Owner with absolute right, title and interest free from all encumbrances to transfer and convey the whole or part of the said Property, having fully marketable title therein;
- (ii) The Owner have not created any encumbrances on the said Property or any part thereof by way of sale, mortgage, exchange, lease, trust, easement rights, gifts, liens, leave and license, rent, possession, charges, inheritance or any other encumbrances whatsoever;
- (iii) No notice or notification for acquisition/ requisition under any statute of the past or presently in force, have been received, served or passed by the concerned authorities for acquisition or requisition of the said Property or any part thereof.

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Allexteri Singh

Chase

Shamendra Kumar
13-02-2013

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Yashraj Infra
Constructions (P) Ltd.
13.02.13
Managing Director

- (iv) There are no taxation proceedings whether for recovery or otherwise initiated by any Taxation Authorities or local Authorities pending whereby the rights of the Owner to deal with the said property get affected in any manner whatsoever;
 - (v) There are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, impendence, notices, petitions or adjudication order affecting the said Property or any part thereof;
 - (vi) That apart from the Owner, no one else is entitled to or has any share, right, title or interest over and in respect of the said Property or any part thereof as a partner or partnership in any joint family or in any other manner whatsoever;
 - (vii) The Owner has not entered in the past in any agreement for sale or development of the said Property or any part thereof nor has made any arrangement with anyone whatsoever regarding the said Property or any part thereof;
 - (viii) The Owner shall comply with all requisition for the purpose of development of the said Property.
- D. The Owner has expressed a desire to get multi-storied Commercial cum Residential Complex developed and constructed on the said Property, as permissible by the competent authorities, by the Second Part on term and conditions as set out in this Agreement.
- E. The Second Part has after perusing all the documents of title of the Owner regarding their ownership and after having satisfied themselves about the same and relying on the aforesaid representations, declarations, assurances and statement, etc. made hereinabove made hereinafter by the Owner, the Second Part has agreed to develop and construct a permissible multi-storied Commercial cum Residential Complex on the said Property of the Owner (hereinafter referred to as the "SHIVAM TOWER").

Contd/Page-5

Atken kani Singh

[Signature]

Manendra Kumar
13-02-2013

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Yashraj Infra
Constructions (P) Ltd.
13-02-13
Managing Director

- F. The Second Part shall have exclusive possession over the said Property save and except the said Complex. Any purchaser shall not claim any right over the vacant land other than purchased Built up Area in the said Complex.
- G. As a result of negotiations between the parties hereto and on the representation and declarations made by them, as herein recorded, an agreement for development of the said Property by the Second Part has been arrived at between the parties upon the terms and conditions hereinafter appearing:

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

1. The Owner hereby appoints the Second Part as the Second Part of the said Property and grant permission to the said Second Part, who hereby accepts from the Owner exclusive right and license to develop the said Property in the Schedule hereunder written in the manner and on the term, conditions and stipulations hereinafter mentioned.
2. It is made expressly clear that the Second Part shall construct a multi-storied Commercial cum Residential Complex on the said Property of the Owner only on the basis of the sanctioned building plan, in terms of the prevailing planning standards and building bye-laws.

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Alka kati Singh

[Signature]

Manendra Kumar
13-02-2013

Yashraj Infra
Constructions (P) Ltd.
13-02-13
Managing Director

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3. The Second Part shall provide proportionate **47%(Forty Seven percent)** of the total built up area of all the flats/Shops in the residential/Commercial portion including parking area and residential/Commercial area to be constructed by the Second Part at its own cost on the said Property to the Owner, hereinafter referred to as the "Owner's area". Besides above Owners shall get **Rs. 49,000/- (Rupees Forty nine thousand)** only in advance from Builder/Second Part. The remaining **53% (Fifty Three percent)** of built-up area of all the flats in the proposed multi-storied Complex constructed at the cost of the Second Part shall become the exclusive property of the Second Part, hereinafter after referred to as the "Second Part's Area". The land owner shall not have any physical or legal claim over the Second Part's Area and right, title and interest on the said share shall accrue upon the Second Part and upon which the Owner shall not have any sort of right, title or interest in any manner.
4. Immediately after the execution of this Development Agreement, the Second Part shall proceed expeditiously with the preparation of the building plans and drawings, for the said Complex.
5. All approvals and permissions from the competent authorities i.e. Mineral Area Development Authority/Municipal Corporation and such other authorities as may be deemed necessary for the satisfactory construction of the Complex, shall be obtained by the Second Part with the necessary assistance and co-operation of the Owner. The Owner agrees to sign all such papers that may be deemed necessary by the Second Part for obtaining such approvals or for such other purposes as may be deemed essential. The fees, costs, charges and expenses relating to permissions/ sanctions shall be borne by the Second Part.

Contd/Page-7

Atka Rai Singh

Atka Rai Singh

Shamendra Kumar
13-02-2013

Yashraj Infra
Constructions (P) Ltd.
13.02.13
Managing Director

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6. If any correction, alterations and revisions in the aforesaid plans are required by the MADA/ Municipal Corporation or any other authority before getting approval of the plans of the Complex, the Second Part shall make the same after intimating the Owner.
7. The undivided right, title, interest and share of the Owner and the Second Part in the said Property and the said Complex thereon, after completion of construction in accordance with the sanctioned plans, in the residential portion and parking space shall be as follows:
8. Upon completion of construction of the said Complex, the Owner and the Second Part shall have absolute right, title and interest over their respective share and they will be free to transfer their shares without the permission of each other and also Second Part and Owner will share the information about flat/shop purchasers to maintain the positive environment of complex peaceful manner.
9. The Owner and/ or their nominees shall solely and exclusively be entitled to and shall have absolute right, title and interest over the Owner's Area. They shall be fully entitled to use and enjoy the same either themselves, individually or collectively, or shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, in any manner whatsoever on such terms and conditions as may be decided by the Owner or its nominee(s), individually or collectively.
10. Any extra area fall or allotted to the Owner beyond the aforesaid **47% of the Owner's Area**, then in that case the Owner shall have to pay to the Second Part prevailing market rate in the surrounding area.

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Atul Kaur Singh

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Shamendra Kumar
13-02-2013

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Yashraj Infra
Constructions (P) Ltd.
13-02-13
Managing Director

11. The Second Part and/ or its nominees shall exclusively be entitled to the Second Part's Area. They shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, in any manner whatsoever as deemed fit by them to any person, association of persons, firm, body corporate, cooperative societies, government agencies, etc. on such terms and conditions as may be decided by the Second Part or its nominee(s) individually or collectively.

12. The Second Part agrees to completely develop and construct the said Complex and give possession of the Owner's Area to the Owner, within a period of **Two years** from date of handing over of the vacant possession of the said Property to the Second Part or sanction of the building plans by the concerned authorities, whichever is later, with a grace a period of one year which shall be allowed for the completion of the project without any extra charges. However, upon the occurrence of any of the following events including but not limited to fire, accident, riots, flood, earthquake, storm, terrorist activities, war, Act of God, any governmental or municipal action, prohibition or restriction or legal action initiated by the legal heirs or anybody or any situation which is beyond the control of the Second Part which in any way adversely affects the right of the Second Part to construct the said Complex, it shall be declared an event of Force Majeure and upon the occurrence of the said delay in construction because of Force Majeure, the Second Part shall not be bound or liable to pay the compensation to the Owner for said period of delay.

13. It is hereby expressly, irrevocably and irretrievably agreed and declared by the Owner that.

Contd/Page-9

Shamendra Kumar



Dharmendra Kumar
13-02-2013

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Yashraj Infra
Constructions (P) Ltd.
13-02-13
Managing Director

14. Delivery of possession of 47% of the total built-up area in Commercial/residential portion of the said Complex in the manner provided herein shall form and always be deemed to form fair, reasonable and adequate consideration for the 53% of the undivided right, title, interest and share in the aforesaid agreed to be conveyed a herein above by the Owner to the Second Part and/ or its nominees.
15. The Owner shall at no time demand any premium in any form or any interest in any dealing regarding sale of Second Part's Area and the Owner shall execute all such deeds and documents as may be required by the Second Part in this regard.
16. This Agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.
17. The Owner hereby grant exclusive right and license to the Second Part to take up and proceed with the development, planning and construction of the said Complex in terms of this Development Agreement and will hand over vacant physical possession of the said Property, more fully described in the Schedule hereunder written. This right and license granted to the Second Part by the Owner shall be license as contemplated in Section 60B of the Indian Easement Act, 1982 without prejudice to the right of the Second Part to enter into an agreement for sale in case the development is going as per schedule.
- (i) The Owner shall not cause any interference or hindrance in the construction and/ or enjoyment of the said Complex on the said Property by the spirit to this Agreement.

Contd/Page-10

Attest to the Signature

Manendra Kumar
13-02-2013

Yashraj Infra
Constructions (P) Ltd.
13-02-13
Managing Director

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- (ii) The Owner shall not to do any act, deed or thing whereby the Second Part may be prevented from, selling, assigning and disposing of the units in the Second Part's Area.
19. It is agreed that any agreement or arrangement made or entered into at any time by the Owner in breach of or in violation of terms and conditions of this Development Agreement shall be null and void.
20. The Owner hereby irrevocably undertake not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said Property or any part thereof during the continuance of this Agreement and undertake not to do any act, deed, matter or things as shall be in breach of the terms of this Agreement. The Owner shall at no point of time during the continuance of this Agreement try to dispossess the Second Part from the said Property, except in accordance with this Development Agreement.
21. After the Second Part is given the possession of the said Property they shall be free to do all act, deeds and things required for the development and construction of the said Complex at the Second Part's own cost and expenses.
22. The Second Part shall develop the said Property at its own cost and shall alone be responsible for the development of the said Property, in accordance with the terms of this Agreement. It shall be the absolute prerogative and authority of the Second Part to plan out the scheme of development, appoint legal consultants, architects, various agencies involved in the construction activities, to plan out marketing strategy of the premises in the said proposed Complex and to do all such other

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Atken Kish Singh

Yashraj

Dharmendra Kumar
13-02-2013

Yashraj Infra
Constructions (P) Ltd.
13-02-13
Managing Director

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functions, duties, activities, acts, things, etc. which are involved or which may arise during the course of development or related to the construction, or development and completion of the said project and the Owner shall not raise any objection to the, or manner, or scheme of development of the said Property by the Second Part or create any obstruction, hindrance or difficulties of any nature whatsoever to the Second Part in the development of the said project or appointment of various agencies, consultants and settling their charges and fees. The Second Part shall approach the various authorities for obtaining various service connections for the said Land and/or the buildings to be constructed thereon. However all activities as are set out in this clause shall be done by the Second Part at their own cost and the Owner shall not be liable to defray any costs or claim of any party arising there from.

23. The Second Part shall be entitled to develop the said Property by constructing thereon one or more structures, consisting of flats, parking spaces and other structures, in terms of the building plans sanctioned by municipal authorities and/ or any other concerned authorities.
24. The Second Part shall be entitled to enter into agreement for sale or otherwise allot tenements as comprised in the Second Part Area in the said Complex which is 53% of the total built-up area and which does not form part of the Owner's Area. The Second Part shall exclusively be entitled to realize all amounts receivable under such agreements, sale deeds, deeds of allotment etc. for development and construction of the said Complex and for its own use. The purchaser of the flat or whatsoever will have equitable right, interest, title over lift, guard room, generator etc. and such other common area facilities after the units of the Complex are sold to them respectively.

Contd/Page-12

Atul Arsi Singh

[Signature]


Dhanraj Kumar
13-02-2013

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Yashraj Infra
Constructions (P) Ltd.
13.02.13
Managing Director

25. The Second Part hereby agree and covenant with Owner not to do any act, deed or thing whereby the Owner may be prevented from, selling, assigning and disposing of units in the Owner's Area.
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26. The Second Part hereby agrees and covenants with the Owner jointly to get the subject project cleared by all authorities that may be necessary for the purpose of construction and after constructing the building the Second Part must obtain the clearance certificate from MADA Dhanbad/ Municipal Corporation with the assistance and co-operation of the Owner.
-
27. The Second Part hereby agree and covenants with the Owner not to violate or contravene any of the provisions or rules applicable for construction of the Complex as a result of which the obligations and liabilities would accrue upon the Owner.
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28. The Second Part hereby undertakes to keep the Owner indemnified from and against all third parties claims and actions arising out of any part or act or commission of the Second Part in or relating to the construction of the said Complex.

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Shamendra Kumar
13-02-2013

Yashraj Infra
Constructions (P) Ltd.
13-02-13
Managing Director

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29. After delivery of possession of the Owner's Area to the Owner by the Second Part in terms of this Development Agreement, the Owner shall be fully entitled to enter into Owner's Area in the said Complex, which is 47% of the total built-up area and which does not form a part of the Second Part's Area.
30. The upper surface of the last roof shall remain in exclusive possession of the Second Part and Owner in the same ratio of 53% (Second Part) and 47% (Owner) if any further construction will be done any purchaser shall not claim any right, title and interest over the same. No occupant of any part of the said Complex shall have any exclusive right, title and interest over the common area and common facilities except the right of common use.
31. The Second Part shall be entitled to borrow money from any bank or financial Institution against mortgage of the Second Part's Area without creating any financial liabilities on the Owner or affecting their interest. It is clearly mentioned that in no event the Owner nor any of his estate shall be responsible, and/ or be made liable for payment of any dues of such bank or banks and the Second Part shall keep the Owner indemnified against all actions, suits, proceedings and costs charges and expenses in respect thereof.

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13-02-2013

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Constructions (P) Ltd.
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Managing Director

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32. The Owner shall deliver original copy of title deeds, mutation, rent receipt and all relevant paper etc to the Second Part to satisfy the latter about their title and clear from any Bank Loan in respect of the said Property. The Second Part will not use original copy of title deeds, mutation, rent receipt in connection with the owner property as described in the schedule below for deed sale, agreement, lease & mortgage purpose to anybody before any registry office or bank or any financial institution except the development agreement serial No.-31.
33. In case there be any defect in the title of the Owner or there be any liability or any encumbrance on the Property, then in such event, the Second Part shall be entitled to have such defects cured and/ or liability cleared, for and on behalf of the Owners at the cost and expense of the Owner.
34. The Owner shall indemnify the Second Part, any loss suffered by the Second Part, if the housing project which is the subject matter of the present Agreement, is stalled by any overt or covert act/deeds done by or on behalf of the Owner which includes any legal hurdles i.e, court proceeding/court stay initiated by any Co-Owner/ legal heirs of the property in question or any person claiming to be to owner/ legal heirs of the said Property in question.
35. The Second Part shall be at liberty to generate funds by advertising, selling, booking/mortgaging of the flats of the proposed Residential Complex / multi-storied building of his own share.
36. The Second Part undertakes to obtain all sorts of government clearances and government sanction from the concerned competent authorities for the proposed construction of the multi-storied building schedule land of this Agreement at their own cost and Owners shall not be liable for reimbursement of any costs, charges and expenses for any reason.

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13-02-2013

Yashraj Infra
Constructions (P) Ltd.
13.02.13
Managing Director

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37. The Owner shall not be held liable and responsible, for payments to be made whatsoever to labourers, material suppliers, and the staff employed by the Second Part and the dispute/ differences related thereto and accrued thereupon to any government agencies or any local bodies in respect to the proposed construction over the schedule land of this Agreement and that will be the sole responsibility of the Second Part including all the legal consequences related thereto and Owner shall not be responsible for the same. However, in the event any such dispute/ differences/ liability arises due to any act or omission on the part of the Owner, then the Owner shall be held liable for the same and they shall have make good the loss incurred by the Second Part due to the Owner's act or omission.
38. The Second Part shall be solely entitled for booking and sale of units/flats/Shop of the Complex and to receive the payments in lieu such sale and booking of the units of Second Part's Area.
39. The Owner shall not be held responsible for any dispute between the purchaser of the flats and the Second Part. It will be the sole responsibility of the Second Part to sort out the differences of any kind, if any with the purchasers.
40. All municipal taxes and other statutory charges in respect of the said Property till the date of handing of the possession shall be borne and paid by the Owner and from the date of handing over of the possession till the delivery of possession of the constructed area, the same shall be borne and paid by the Second Part to the authorities concerned.
41. After delivery of the Owner's Area to the Owner, all taxes in respect of the said Property and the said Complex thereon shall be borne and paid by the Owner and the Second Part and/ or its respective nominee(s) in the proportion of their respective shares in the total built-up area in the Complex.

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13-02-13
Managing Director

42. It is agreed that if any levy is imposed by any public body or bodies or government or such other concerned authorities for the development/ betterment of the areas in which the said Property is located and the Complex is built, or any other statutory levy becomes applicable to the said Property and/ or the Complex thereon, then the same shall be paid by the Owner and the Second Part and/ or their respective nominee(s) jointly, in the same proportion as their respective shares of the built-up area in the said Complex.
43. The Owner agrees that in case any fine or penalty by way of compounding, is imposed on the said Complex for any alleged deviation from the sanctioned plan resulting in any excess construction of the built-up area, then the same shall be borne and paid by the Second Part and the Owners provided the same is within permissible limits. Any penalty or fine etc. for construction beyond the permissible limits shall be exclusively borne by the Second Part.
44. The word 'proportionately' with all its cognates and variations, whenever it is used in these presents, shall mean the proportion in which the parties hereto and/ or nominees acquiring portion of the Complex are entitled to in the covered areas in the Complex.
45. The Parties shall execute a registered deed in respect of the present deed before the Registrar at the earliest at a mutually convenient date and the expenses for the same shall be borne by the Second Part.
46. It is agreed between the parties that in case of registration of these present, the stamp duty, registration fees & other miscellaneous expenses including lawyer's fee for registration to this Agreement and/ or for power of attorney as contemplated under this Agreement shall be paid by the Second Part.

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Shamendra Kumar
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Yashraj Infra
Constructions (P) Ltd.
12/02/13
Managing Director

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47. It is agreed that in all transfer/ conveyances of built up area, the purchaser transferee shall bear the cost of the stamp duty, court fees and other registration charges.
48. The maintenance and running cost of that apartment shall be maintained & run by the society formed by the purchasers of the flats of the building or Owner / Second Part.
49. The name of the proposed multi-storied building shall be "SHIVAM TOWER"
50. Any notice required to be given by the Second Part shall be deemed to have been served on the Owner, if delivered by hand and duly acknowledgement or send by prepaid registered post with acknowledgement due and on the Second Part, if delivered by hand or send prepaid registered post with acknowledgement due to the known address which appears in this Agreement, or such other changed address as may be intimated in writing to the other party herein.
51. In case of any dispute or difference arises out of these presents and/or any misrepresentation of the terms and conditions of these presents, then the same shall be referred to the decision of the Arbitrators one to be appointed by the OWNER and another by the SECOND PARTS . The Arbitrators so appointed may jointly nominate a third Arbitrator and they jointly act as Arbitral committee and their decision shall be final and binding on the parties. The Arbitral proceedings shall be conducted and shall be governed by the Arbitration and conciliation Act, 1996.as amended from time to time.
52. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the Parties hereto.

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Shamendra Kumar
13-02-2013

Yashraj Infratec
Constructions (P) Ltd
15.12.13
Managing Director

54. It has been also mutually agreed that all the terms and conditions set-forth herein above shall be equally binding upon the legal successors and representative of both the parties and this Agreement shall be deemed to come in force and effect from the date of this Agreement.
55. It is expressly stated that possession has not been given to the developer and stamp duly shall be paid at the time of registration of Sale Deed.

TECHNICAL SPECIFICATION OF BUILDING

Structure	Earthquake resistant R.C.C framed Construction with infill brick wall.
Foundation	As per standard applicable design.
Super Structure	As per standard applicable design, we prefer frame structure even on extra cost for better earthquake safety and extra floor area.
Civil Work	Best quality bricks locally available of different grades.
Roof Slab	Re-enforced cement concrete on M-20 Grade.
Elevation	A unique blend of original and modern architecture.
Wall Finishing	All exterior and interior walls shall be plastered in 1:6 cement sand mortar painted with oil bound washable distemper in esthetic and temper shades over plaster of paris. Snowcem over exterior wall.
Door Frames	Door frames will be of wooden.
Door shutters	Door shutters will be 30 mm thick factory made built flush /panel doors and will be painted with two coats of white synthetic enamel paints over a coat of primer. Only main door shutter will be of wooden.
Flooring	The Stair and lobby will have marble stone flooring. Flat will have vitrified flooring (24" X 24") with skirting. In toilets & kitchen will have anti skid floor tiles (12" X 12"). Platform of kitchen will have green slab with 24" high colored glazed tiles only in platform portion. The dado of toilets will be done up to 7'-0" height glazed tiles.

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Atika Devi Singh

Shamshad Kumar
13-02-2013

Yashraj Infra
Constructions (P) Ltd.
13-02-13
Managing Director

Electrical Wiring	Concealed P.V.C Conduit wiring using copper conductors with standard quality electrical accessories, MCB switches, as per our requirement. Fans, fixtures and Meter connection not included.
Fitting and fixtures	Normally one number of toilet will be fitted with E.W.C and one number with I.W.C with P.V.C Cistern. For water supply all G.I /PVC pipes will be of ISI quality. Geyser Point shall be provided to each toilets. Hot & Cold plumbing shall be done for bathing only. Shower with Hot & Cold manually mixing arrangement shall be provided. The sink in the kitchen will be of stainless steel.
Windows	Windows frames shall be of Aluminum Bombay Sliding with frosted/clear glass panes and guarded with steel grill fittings.

NOTE:- All specifications sizes and layout etc. are subject to such variations, alternations and modifications as decided by the Firm or by the competent authority. Extra work/special finishing on written request by the owner will be charged extra, on advance payment.

Services & Amenities	24 hrs water supply through Bore well and overhead / underground water tank.
Security	Security guard through Security agency (On Monthly Cost)
Silent Features	Quality workmanship - Experienced & Qualified Builder, supported by periodic check-up by recognized & MADA/ Municipal Corporation panel Engineer.
Materials	We guarantee for quality of materials at any stage of construction.
Cement	43/ 53 grade direct from manufacturer/ company depot (Lafarge / Ultratech /ACC/ Standard Brand)
Steel	Standard Quality steel as per IS specification.
Aggregate	Direct from crusher Site.
Sand	Braker river sand.

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Bhambhani Kumar
15-02-2013

Yashraj Infra
Constructions (P) Ltd.
15-02-13
Managing Director

- # Lift having capacity of 4 to 6 passenger.
- # Lighting arrester at the terrace.
- # Silent Generator for Lift, water pump and common light.
- # Electricity connection charges and Electricity connection with separate Transformer for building shall be borne by each and every flat occupants including owner. (On Cost as per JSEB)

SCHEDULE

All that piece and parcel of riyati land situated in Mouza- Kolakusma, P.S.- Saraidhela, Sub-Division- Sadar, Sub-registry Office and District- Dhanbad.

Mouza : Kolakusma, Mouza No. 12, Khata No.- 123, Plot No.- 75, Area 01(One) Katha 12 chhataks and Plot No.- 80(P) area 01(One) Katha 08 chhataks and Khata No.- 142, Part of Plot No.- 82 area 01(One) Katha 12 chhataks. Grand total area 5 Kathas (Five Kathas or to say Eight and one fourth decimals) or 8.25 decimal of land.

Which is butted and bounded as follows:

- North : Sri Deepak Dubey.
- South : NH-32.
- East : Sri Krishna Murari Sharma.
- West : Shivam Petrol Pump.

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Shamendra Kumar
13-02-2013

Yashraj Infra
Constructions (P) Ltd.
13.02.13
Managing Director

Finger Print & Signature of Developer:



Rajesh Kumar Sign
13.02.2013

Sunil Chandra Laha
Deed Writer L.No-2/9,
Yashraj Infra
Constructions (P) Ltd.
13.12.13
Managing Director



Certified that the finger prints of the left hand of the Owner and Developer whose photographs affixed in the document have been duly obtained before me. Prepared the document as per supplied by the parties.

Signature : Sunil Chandra Laha
Deed Writer : Sunil Chandra Laha
License No. : 02/1993
13/2/13

Witness:-
1. सरोज कुमारी
सरोज कुमारी
कुमारी सरोज कुमारी
13/2/2013
2. Kura Bera Laha
S/o F.C. Laha
of Kuberap's Barwadda
Dhanbad
13/02/13

Atta Kari Sign
[Signature]



निबंधन विभाग, झारखंड
धनबाद

जांच पर्चा-सह घोषणा प्रपत्र (नियम 114)

Token No 34

Token Date/Time: 13/02/2013 15:19:35

Document Type	Agreement	Presenter	Dharmendra Kumar	Date of Entry	13/02/2013
Presenter Name & Address	Surya Vihar Colony, Bartand, Dhanbad	DOE		Total Pages	46
Stampable Doc Value	49000	Stamp Value	2000	Book	1
Document Value	49000	Serial No.	0	CNO/PNO	
Special Type					
Remarks / Other Details					

Property Details:

Anchal	Th.No.	Wrd/Hik	Mauza	Kh. No.	Plot No	Plot Type	H No	Category	Area	Min. Value
DHANBAD	12	0	KOLAKUSHMA	123	75				2.89 Decimal	
DHANBAD	12	0	KOLAKUSHMA	123	80				2.47 Decimal	
DHANBAD	12	0	KOLAKUSHMA	142	82				2.89 Decimal	

Other Property Details:

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

SN	P Type	Party Name	Father/Husband	Occup.	Caste	PAN/F 60	UID	Address
1	Executant	Dharmendra Kumar	Baij Nath Singh	Business	General			Surya Vihar Colony, Bartand, Dhanbad
2	Claimant	Rajesh Kumar Singh For M/S Yasraj Infra Constructions Private Limited	Late Purushottam Singh	Managing Director	General			Office 401 Siddhi Vinayak Colony, Behind Prabhat Khabar, Kolakushma, Dhanbad
3	Identifier	Saroj Kumar Singh	Late Mahesh Singh	Business	General			Surya Vihar Colony, Bartand, Dhanbad
4	Witness1	Saroj Kumar Singh	Late Mahesh Singh	Business	General			Surya Vihar Colony, Bartand, Dhanbad
5	Witness2	Kura Ram Laha	F.C. Laha	Business	General			Kulbera, P.S- Barwadda, Dist- Dhanbad

Fee Details:

SN	Description	Amount
1	E	1,000.00
2	SP	690.00
3	A1	1,470.00
Total		3,160.00

Dharmendra Kumar

उपर्युक्त प्रविष्टियों दस्तावेज में अंकित तथ्यों के अनुरूप है।

निबंधन पूर्व सारांश में इंप्ट फार्म के अनुरूप डाटा इंद्रि की गई है।

प्रस्तुतकर्ता का हस्ताक्षर

डाटा इंद्रि ऑपरेटर का हस्ताक्षर

उपर्युक्त स्वीकार किया जिसकी पहचान नियासी

धर्मेंद्र कुमार व रामेश कुमार् लिटे.

सरोज कुमार सिंह
समल्लानाथ

पिता स्व. महेश सिंह
पेशा व्यवसाय

निबंधन पदाधिकारी का हस्ताक्षर

Allu Kanti Singh

[Signature]



निबंधन विभाग, झारखंड
धनबाद

Token No.34 Token Date: 13/02/2013 15:19:35

Serial/Deed No./Year :1320/1111/2013

Deed Type: Agreement

SN	Party Details	Photo	Thumb
1	Dharmendra Kumar Father/Husband Name: Baij Nath Singh (Executant) Surya Vihar Colony, Bartand, Dhanbad		
2	Rajesh Kumar Singh For M/S Yasraj Infra Constructions Private Limited Father/Husband Name: Late Purushottam Singh (Claimant) Office 401 Siddhi Vinayak Colony, Behind Prabhat Khabar, Kolakushma, Dhanbad		
3	Saroj Kumar Singh Father/Husband Name: Late Mahesh Singh (Identifier) Surya Vihar Colony, Bartand, Dhanbad		
4	Saroj Kumar Singh Father/Husband Name: Late Mahesh Singh (Witness1) Surya Vihar Colony, Bartand, Dhanbad		
5	Kura Ram Laha Father/Husband Name: F.C. Laha (Witness2) Kulbera, P.S- Barwadda, Dist- Dhanbad		

Book No. I
Volume 35
Page 157 To 202
Deed No 1320/1111
Year 2013
Date 13/02/2013 15:45:10

32EW
13/02/2013
District Sub Registrar

Signature of Operator

Allen Ieri Singh

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