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Certificate No.

Purchased by

First Party

Second Party

Certificate Issued Date

Unique Doc. Reference

Description of Document

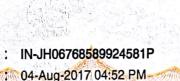
Property Description Consideration Price (Rs.)

Account Reference

INDIA NON JUDICIAL

Government of Jharkhand

e-Stamp



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

SUBIN-JHJHSHCIL0109706637311436P

SHARADDHA CONSTRUCTION ACCOUNT GAURI **APARTMENT**

Article 5 Agreement or memorandum of an Agreement

DEVELOPMENT AGREEMENT

0 (Zero)

SHARADDHA CONSTRUCTION ACCOUNT GAURISH

APARTMENT

MOHIT BHAGWANI AND SURESH KUMAR BHAGW

SHARADDHA CONSTRUCTION ACCOUNT GAURISH

(One Hundred only)

Stamp Duty Paid By Stamp Duty Amount(Rs.)





Ram Prasad Mahato NOTA: DHANBAD

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at DHANBAD on this the 10th day of October, 2017 between (1) Sri Mohit Bhagwani, S/o Sri Naresh Kumar Bhagwani, (2) Sri Suresh Kumar Bhagwani, S/o Late Tulsi Das Bhagwani, by faith- Hindu, by caste- Sindhi, by occupation- Business, Both resident of Chandravilla, Gurananakpura, Gandhi Road, P.S.& P.S. Dhansar, Dist-Dhanbad hereinafter called and referred to as "LANDOWNERS"/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.

Surach Ka Bhagway. 10/10/17



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Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- 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 PARTYwhich 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 - First Member namely Mohit Bhagwani is the owner of land situated at Mouza- Sabalpur, Mouza No. 11, Old Khata No. 47 & 18 (Forty Seven and Eighteen), New Khata No.71 (Seventy One) Old Plot No. 868 & 668 (Eight Hundred Sixty Eight and Six Hundred Sixty Eight,New Plot no.989 & 931(Nine Hundred Eighty Nine & Nine Hundred & Thirty One) under Lot No. B-8 and Old Khata No. 48 (Forty Eight), New Khata No.71,Old Plot No. 865 (Eight Hundred Sixty Five) ,New plot no. 873 under Lot No. B-9, Measuring an Area 08 Kathas or to say 13.21 dec. (Eight Kathas or to say thirteen point two one decimals) purchase vide sale deed bearing no. 795 dated 05.02.2014;

AND LANDOWNER /Second Member namely Suresh Kumar Bhagwani is the owner of land situated at Mouza- Sabalpur, Mouza No. 11, Old Khata No. 48 (Forty Eight), New Khata No. 71,Old Plot No. 865,New plot no.873 out of which measuring an area 4 Kathas or to say 6.60 dec. land being Colony Lot No. 10; purchase vide deed bearing no. 2507 dated 14.03.2008;

WHEREAS the LANDOWNER(S) herein have approached the ELOPER with an intention to develop the said property and pursuant to egotiations by and between the parties hereto and subject to the

necessary approval being granted by the Competent Authority under the provisions of MADA 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 "GAURISH APARTMENT".
- 2. 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.

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- (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 Sh. Eqbal Singh, S/o Late Mahendra Singh, by faith- Hindu, by Caste- Sikh (Saluja), by occupation- Business, resident of Sandhu Colony, Kabristan Road, Jora phatak, 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 M.A.D.A. 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.
 ARCHITECT shall mean such Architect or Architects may

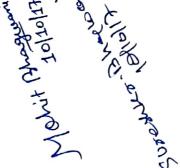
appointed from time to time for the project at the said building.





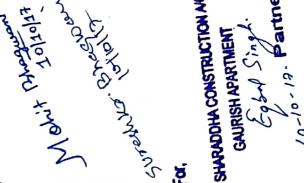
- (j) BUILDING PLAN shall mean a plan prepared by Architect appointed by the DEVELOPER for the construction of the building on the said property and sanctioned by the Mineral Area Development Authority (M.A.D.A.) and/or other authorities.
- (k) TOTAL SUPER BUILT UP AREA is the total constructed area comes to be 31305 sq. ft.
- (I) LANDOWNER'S ALLOCATION shall mean and include 32% (Thirty Two Percent) of super built up area i.e. 10018 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 MADA 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.
- (m) DEVELOPER'S ALLOCATION shall mean and include the rest properties/portion other than the DEVELOPER portion 68% of super built up area 21287 sq. ft. 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 MADA 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 as indicated in Para viii as above of the proposed building.
- (n) COMMON AREAS AND FACILITIES in relation to the building means:-





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- HARADOHA CONSTRUCTION A GAURISH APARTMENT GAURISH APARTMENT (2 5-4 5'') 3''.
- (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 elevates, 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 do hereby nominate, constitute and appoint the DEVELOPER to develop the said property at their own cost more particularly described in the First Schedule hereunder written by constructing building/s thereon as per the plans/specifications



dated 12/06/2017. The LANDOWNER had applied for the said sanction in his name on 04.11.2015

. .;

- (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 has paid a sum of Rs. 10,00,000/- (ten lac rupees only) 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 "GAURISH APARTMENT".
- (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.
- 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 MADA 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

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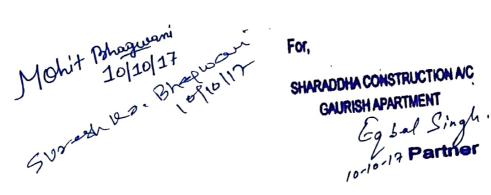
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incidental for such development and construction work at their own costs and expenses.

- Immediately on the execution of these presents, the LANDOWNER herein shall execute a Power of Attorney in favour of the DEVELOPER (7)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, MADA Authority 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. It is hereby admitted that the LANDOWNER have already obtained approval and sanction of the proposed building vide letter no- PP 104 dated 12.06.2017
- (8) The portion of the building which is to be allocated to the LANDOWNER share i.e. 32 % of super built up area out of the total constructed area in the said building for residential purpose with all amenities and the medium size car space in the basement area of the building in respect of 32% share for car parking.



- (9) 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 MADA, 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 Competent Authority or State Government under the provisions of law and will be dealt with in accordance with the directions, if any, given by the Competent Authority or State Government while sanctioning the said scheme.
- (11) The DEVELOPER shall not commence any work of development on the said property, unless the no objection and commencement certificate is issued by the State Government/Municipal Corporation in favour of the DEVELOPER.
- (12) 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 their own costs and property including all their own costs and expenses get in all encumbrances and claims on or to the said property including all their own costs and property including all their own costs and expenses get in all encumbrances and claims on or to the said property including all their own costs and expenses get in all encumbrances and claims on or to the said property including all their own costs and expenses get in all encumbrances and claims on or to the said property including all their own costs and expenses get in all encumbrances and claims on or to the said property including all their own costs and expenses get in all encumbrances and claims on or to the said property including all their own costs and expenses get in all encumbrances and claims on or to the said property including all their own costs and expenses get in all encumbrances and claims on or to the said property including all their own costs and expenses get in all encumbrances and claims on or to the said property including all their own costs are the said property including all their own costs are the said property including all their own costs are the said property including all their own costs are the said property including all their own costs are the said property including all their own costs are the said property including all the said property in

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possession, except the possession of agricultural tenants, easement, lease, lien or otherwise.

- (13) 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.
- (14) 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:
- (15) 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 MADA 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.
- (16) That in case the construction is not completed within two and half 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. 7,000/- per month for each flat allocate to each member of the FIRST PARTY till the construction is completed.

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- (17) 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.
- (18) The LANDOWNER hereby declare 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 declare 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;
- (19) The LANDOWNER will ensure that at the time when the DEVELOPER are allowed to enter upon the said piece of land described in the Schedule hereunder written, the said piece of land is absolutely exacant and nobody is in occupation of the same.

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- (20) 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.
- (21) 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.
- (22) 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, 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.
- (23) The LANDOWNER hereby agree to pay and discharge all taxes and outgoings in respect of the said land prior to the sale on which the DEVELOPER are put in possession of the said land.
- 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 entitled to receive the rents and profits and liable to pay all 12 | Page

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outgoings (including Municipal taxes, land revenue charges for consumption).

- (25) 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.
- (26) On the execution of these presents, the LANDOWNER have authorised and allowed the DEVELOPER to put up the notice/signboards @herein indicating the proposed development scheme of the DEVELOPE in the said property.
- (27) 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.
- (28) 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. 32% for LANDOWNER and 68% for DEVELOPER.

The LANDOWNER hereby authorise the DEVELOPER to sign and execute applications, writings, undertakings for amalgamation, layout, developed on the division, building plans and other assurances and submit the

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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.

- (30) 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.
- (31) In addition to the portion of the said building in the DEVELOPER allocations the DEVELOPER shall have no exclusive right, title and interest in respect of the roof of the said building irrespective of the LANDOWNER allocation or DEVELOPERS allocation, provided that any 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 permit the promoter/DEVELOPER to make further construction over the roof of the proposed building the LANDOWNER shall have 32% right over the roof of the proposed multi stories building.

(a) After receipt of the DEVELOPER allocation, completion of onstruction of the building for occupation and sale of flats &

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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.
- (33) This agreement shall not be treated as a partnership between the LANDOWNER and the DEVELOPERS.
- (34) 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

SCHEDULE-"A"(SCHEDULE OF LAND)

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(I) Part -1 – Land of Sri Mohit Bhagwani - Mouza- Sabalpur, P.S. saraidhela Chowki, Sub – Division, Sadar registry Office Dhanbad, District- Dhanbad, Mouza- Sabalpur, Mouza No. 11, Khata No. 47 & 18 (Forty Seven and Eighteen) Plot Nos. 868 & 668 (Eight Hundred Sixty Eight and Six Hundred Sixty Eight) under Lot No. B-8 and Khata No. 48 (Forty Eight) Plot No. 865 (Eight Hundred Sixty Five) under Lot No. B-9, Measuring an Area 08 Kathas or to say 13.21 dec. (Eight Kathas or to say thirteen point two one decimals).

Butted and bounded as follows:-

North:- Lot No. 10,

South:- Lot No. 3, 4,

East :-Lot No. 12, 13

West: - 16' ft wide road.

(II) Part- II Suresh Kumar Bhagwani - Mouza- Sabalpur, Mouza No. 11, Khata No. 48 (Forty Eight), Plot No. 865 out of which measuring an area 4 Kathas or to say 6.60 dec. land being Colony Lot No. 10 butted and bounded as follows:-

North:-Colony Lot No. 11,

South :- Colony Lot No. 09,

East :-Colony Lot No. 14,

West:- Proposed Colony Road



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

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sanctioned by MADA 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

Roof &Terrace:- Re-enforced cement concrete. Best quality thermal and water proofing treatment on terrace.

<u>Wall Finish:</u> All Internal Wall cement plastered finish with branded wall putty. All External wall also finish by branded wall putty with two coat of Water proof external paint.

<u>Door/Window:-</u>Good Quality, water & terminate proof wooden frames and flash doors, aluminium windows with three tracks one of steel net & two of glass.

Flooring:-2'x2' Joint Free Tiles Flooring in drawing, dining, & bed rooms ,Kitchen, Balcony & 12"x12" anti skit tiles in Toilets / checker tiles flooring in car parking space.

Electric Wiring :-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 as well as the drawing room of in all flats.

<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.

Bathroom Fittings: Glazed tiles on dado up to 8' Height. Good quality and good brand bathroom fittings shall be provided in all bathrooms & kitchens washing spaces by the Developers.

Parking - As per Agreement

Kitchen – Kitchen Platform with granite & steel sink with 3 glazed tiles above the platform.

able - concealed point for drawing hall & each bedroom of every flat

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Stair - One stair for general use

Fire Extinguishers:- As per specification of the Fire Department.

Lift:- 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.
- Water pump and its installations, pump room water reservoir, water anks 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 Flat

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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, equipments, 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, reconstructing, 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.
- 4. All charges and deposits for supplies for common utilities to the co-DEVELOPER in common.

Municipal tax, water tax and other levies in respect of the premises in the proposed building save those separately assessed on the purchaser.

Mohit Phagueria For, .

10/10/17 For, .

SHARADDHA CONSTRUCTION AC

GAURISH APARTMENT

Eghal Singh.

10-10-17 Partmer

- 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 10th DAY OF THE MONTH OCTOBER AND YEAR 2017 FIRST ABOVE WRITTEN.

SCHEDULE-"E"

Bifurcation of super built up area allotted to each of the LANDOWNERS.

i) Mohit Bhagwani –Super built area 6679 sq. ft.

Surésh Kumar Bhagwani – Super Built area 3339 sq. ft.

SCHEDULE-"F"

(DISTRIBUTION AND ALLOCATION OF FLATS)

(FLOOR	ALLOTMENT OF FLATS					
	GROUN	Flat No.	Flat No.	Flat No.	Flat No.	Flat No.	
	D Floor	01(Area	02(Area	03(Area 980	04(Area 1362	05(Area	
		1110 Sq.	1297 Sq. Ft.)	Sq. Ft.)	Sq. Ft.)	1512 Sq.	

Mohit Phaguai Jolio 120/127

SHARADDHA CONSTRUCTION A/C GAURISH APARTMENT

Gosal Singh.

W A	OWNER)	6			
ID No	LAND				
	BHAGWANI(
	KUMAR	AND OWNER)			
	SURESH	BHAGWANI(L			DEVLOPER
	ED TO	D TO MOHIT	TO DEVLOPER	DEVLOPER	ED TO
	Ft.)ALLOTT	Ft.)ALLOTTE	Ft.)ALLOTTED	ALLOTTED TO	Ft.)ALLOTT
	1110 Sq.	1297 Sq.	Sq.	Sq. Ft.)	1512 Sq.
Floor	301(Area	302(Area	303(Area 980	304(Area 1362	305(Area
THIRD	Flat No.	Flat No.	Flat No.	Flat No.	Flat No.
		AND OWNER)			OWNER)
		BHAGWANI(L			(LAND
		KUMAR			BHAGWANI
	DEVLOPER	SURESH			моніт
	ED TO	D TO	TO DEVLOPER	DEVLOPER	ED TO
	Ft.)ALLOTT	Ft.)ALLOTTE	Ft.)ALLOTTED	ALLOTTED TO	Ft.)ALLOTT
	1110 Sq.	1297 Sq.	Sq.	Sq. Ft.)	1512 Sq.
D Floor	201(Area	202(Area	203(Area 980	204(Area 1362	205(Area
SECON	Flat No.	Flat No.	Flat No.	Flat No.	Flat No.
					OWNER)
					(LAND
			ND OWNER)		BHAGWAN
	DEVLOPER	DEVLOPER	BHAGWANI(LA		моніт
	ED TO	D TO	то моніт	DEVLOPER	ED TO
	Ft.)ALLOTT	Ft.)ALLOTTE	Ft.)ALLOTTED	ALLOTTED TO	Ft.)ALLOTT
	1110 Sq.	1297 Sq.	Sq.	Sq. Ft.)	1512 Sq.
Floor	101(Area	102(Area	103(Area 980	104(Area 1362	105(Area
FIRST	Flat No.	Flat No.	Flat No.	Flat No.	Flat No.
		-	ND OWNER)		l BK
		BEVEGLER	BHAGWANI(LA		ER
	DEVLOPER	DEVLOPER	KUMAR	DEVLOPER	TODEVLO
	ED TO	то	SURESH	DEVLOPER	Ft.)ALLOT

Mobile Margarella 127
Supresh Ka. Bracklalla

FORTH Floor	Flat No. 401(Area 1110 Sq. Ft.)ALLOTT ED TO DEVLOPER	Flat No. 402(Area 1297 Sq. Ft.)ALLOTTE D TO DEVLOPER	Flat No. 403 (Area 980 Sq. Ft.)ALLOTTED TO DEVLOPER	Flat No. 404(Area 1362 Sq. Ft.) ALLOTTED TO MOHIT BHAGWANI(LA ND OWNER)	Flat No. 405(Area 1512 Sq. Ft.)ALLOTTED TO DEVLOPER
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SCHEDULE-"G"

Name	Cheque No.	Cheque Date	Amount
Mohit Bhagwani	203451	10.10.2017	6,50,000/-
Suresh Kumar Bhagwani	203452	10.10.2017	3,50,000/-

* All above cheques were drawn on Punjab and Sind Bank, Kusum Vihar Dhanbad from the account of Sharaddha Construction A/c Gaurish Apartment A/c no. 08191100000248.

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

WITNESS

1 Noveth Kumar Bhapwan.
Sto Cate Tulsi das Ithan wani.
Chanson YILLA handlin Road
Draybad, 0710/17

SIGNED

Mohit Phaguani
10/10/17

(First Party/Land OWNERS)

For, .

SHARADDHA CONSTRUCTION AIC

GAURISH APARTMENT

DEVELOPER)

u/s 297 (i) (c) of the Cr PC 1973 (Act No 11 of 1974) & Ws (8) (of the notation A.2 1962 (Act No. 58 of 1952)

