



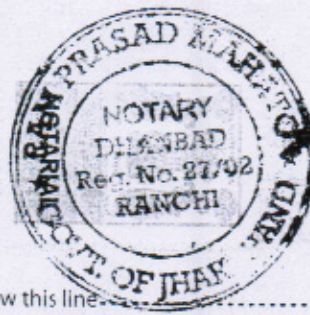
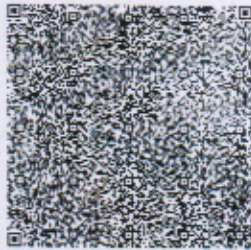
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# INDIA NON JUDICIAL Government of Jharkhand

## e-Stamp

Bhaddi S No. 01 Date 20 FEB 2019  
S. Bhattacharjee  
20.02.2019

Certificate No.	: IN-JH14456070308383R
Certificate Issued Date	: 11-Feb-2019 03:18 PM
Account Reference	: SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB
Unique Doc. Reference	: SUBIN-JHJHSHCIL0118764069615012R
Purchased by	: SHCILESTAMP PAPER
Description of Document	: Article 5 Agreement or memorandum of an Agreement
Property Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SANJAY BHATTACHERJEE
Second Party	: AS APPLICANT
Stamp Duty Paid By	: SANJAY BHATTACHERJEE
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

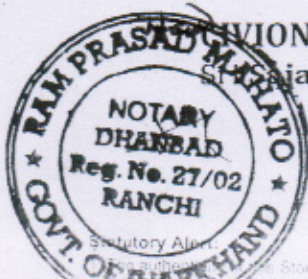


20 FEB 2019

### AGREEMENT FOR DEVELOPMENT OF LANDED PROPERTY

This agreement is made on this the 20<sup>th</sup> day of February 2019 BY & BETWEEN (1) Sri **ShanShank Verma** (Aadhaar No. - 2122 9044 6739) S/o Late Surendra Kumar Verma (2) Smt. **Bharti Verma** (Aadhaar No. - .....) W/o Late Surendra Kumar Verma  
AND

**SHIVION ENGINEERS AND BUILDERS** a partnership firm main partner  
Sanjay Bhattacharjee



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**AGREEMENT FOR DEVELOPMENT OF LAND AS FOLLOWS :-**

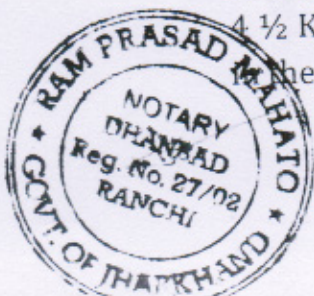
This agreement is made on this the 20<sup>th</sup> day of February 2019 BY & BETWEEN (1) Sri **ShanShank Verma** (Aadhaar No. - **2122 9044 6739**) S/o Late Surendra Kumar Verma (2) Smt. **Bharti Verma** (Aadhaar No. - ..... ) W/o Late Surendra Kumar Verma by faith - Hindu, by occupation - Cultivation and House Wife, resident of Mouza - Dhaiya, Housing Colony, P.O. : Dhanbad, P.S. : Dhanbad, Dist. : Dhanbad (Bihar/Jharkhand) vide Bhelatand Mouza, Mouza No. 89, Khata No. 73, plot no-1168, Area- 7 ½ Katha, Mouza - Bhelatand, Mouza No. - 89, khata No. 34, Plot No. 1165, Area- 4 ½ Katha, hereinafter called and referred to as the "OWNERS" (which expression shall unless repugnant to the context shall mean and include their legal heirs, representatives successors, exectors and administrators) of the ONE PART/ FIRST PARTY.

**AND**

**NEW CIVION ENGINEERS AND BUILDERS** (a partnership firm main partner) Sri **Sajay Bhattacharjee** having its registered office at J.C. MALLIK ROAD, HIRAPUR, DHANBAD , P.O.+ P.S.- DHANBAD, DIST.- DHANBAD , Jharkhand and Correspondence Official Address at J.C. MALLIK ROAD, HIRAPUR, DHANBAD , P.O.+ P.S.- DHANBAD, DIST.- DHANBAD , Jharkhand Called the DEVELOPER/ SECOND PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, administrators and assigns) of the OTHER PART/ SECOND PARTY.

**AND**

WHEREAS the owners are seized and possessed of the landed property together with house property situated in vide Bhelatand Mouza, Mouza No. 89, Khata No. 73, plot no-1168, Area- 7 ½ Katha, Mouza - Bhelatand, Mouza No. - 89, khata No. 34, Plot No. 1165, Area- 4 ½ Katha under Municipal Khata morefully and specifically described in the Schedule 'A' appended at this agreement.



*S. Bhattacharjee  
20.02.2019*

*Bharti Verma*

**20 FEB 2019**



The owners have disclosed / represented that they are the rightful owners in possession of the said land by virtue of inheritance from the original owner by doing various diverse acts of possession by paying rent to the state of Jharkhand and holding tax to the Dhanbad Municipality.

If cums any share holder in this Land then the Land Owner's have to pay them from there share. The developer/ Builder shall not any responsibility.

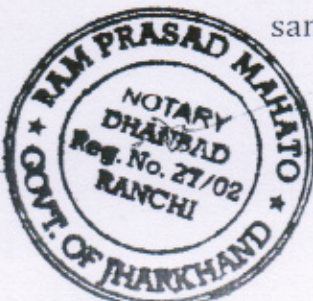
**AND**

WHEREAS the builder having satisfied by necessary searches about the right, title. Interest and possession of the owners in respect of the said land described in the schedule - 'A' below has agreed to develop the said land by constructing multistoried flats and business complex over the same and the owners have also agreed to allow the builder to construct such structure on the said land.

NOW THIS AGREEMENT WITNESSTH and it is hereby agreed by and between the owners and builder hereto as follows :-

**ARTICLE - 1, DEFINITIONS**

- 1.1. Owners shall mean the persons mentioned in the title page of this agreement.
- 1.2. Builder shall mean the said <sup>NEW</sup> CIVION ENGINEERS AND BUILDERS including successors -<sup>^</sup> in- interest their executors, administrators and assign etc.
- 1.3. LAND PROPERTY shall mean all that piece and parcel of land together with house standing thereon being more particularly described in FIRST SCHEDULE with measurements attached to this agreement as part hereof.
- 1.4. BUILDING shall mean the building to the constructed on the LANDED PROPERTY in accordance with this plan to be sanctioned by the MADA, DHANBAD.

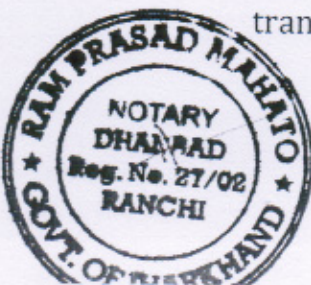


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- 1.5. FLAT Residential and Commercial shall mean super built up area and covered space consisting of bedrooms, living rooms, bathroom, kitchen etc. described in part one of second schedule.
- 1.6. PARKING SPACE -It shall mean any place in covered area reserved for parking of motor vehicles more particularly described in part two of SECOND SCHEDULE.
- 1.7. COMMON FACILITIES :- Common facilities and amenities shall include corridors, half ways, stairways, passage ways, lifts, drive ways, common lavatories, pump room, tube well, overhead tank, water pumps and motor and other facilities which may be mutually agreed upon between the parties and requires for the establishment, location, enjoyment, provision maintenance, and /or management of the building including the roof and terrace of the building more particularly described in Third Schedule.
- 1.8. SALEABLE SPACE :It shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and the space required thereof.
- 1.9. OWNERS ALLOCATION -It shall be constructed are in form of flats (more particularly described in second schedule) in the aforesaid building as per specifications mentioned in Fourth Schedule herewith and agreed upon to the OWNERS.
- 1.10. BUILDER ALLOCATION :It shall mean the total constructed area in the aforesaid building together with the right, title, interest and common facilities and amenities including the right to the user thereof and also the vehicle parking space available at the said premises after providing for owners allocation.
- 1.11. TRANSFER - with its grammatical variations shall include transfer by voluntary handing over of possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried building to purchase thereof

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*S. Bhattacharya*  
*Bhupati Verma*



although the same may not be within the definition of the term as given in the Transfer of Property Act or other enactments.

1.12. TRANSFEREE –It shall include any natural or juristic person like company, association or persons competent to enter into contracts and to whom any space in the building has been transferred.

1.13. SUPERBUILT AREA shall mean and include the carpet area of the flat wall area, verandah, balcony, cupboard area, the proportionate area of staircase, guardroom and generator room if any.

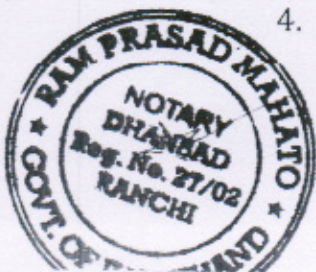
1.14. ARTICLE II COMMENCEMENT

This agreement shall be deemed to have commenced with immediate effect.

**ARTICLE III THE SCHEME**

1. Upon handing over of possession of flats to the owners, it shall be their joint and several responsibility to party to the builder the proportionate share of common expenses of all taxes, outgoing and other charges specified in the Fifth schedule hereunder written from and after the date of said flat become ready for occupation till the builder hands over possession and management of the common parts to any society or association to be formed for the purpose and in default the owners shall pay the interest thereon @ 20% per annum.
2. Constructions of the building etc. shall be under the supervision of the builder and owners as per sanctioned building plan.
3. Roof of the buildings shall be the property land owner is having 44% the commercial portion and Flat/ Residential portion and the builder having his share 56% the commercial portion and Flat/ Residential portion, and rest other Area.
4. The builder shall paid to the land owner's as advance Rs. 5,00,000/- which is adjustable in there shares.

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Bravati Verma

S. Bhaskar Verma

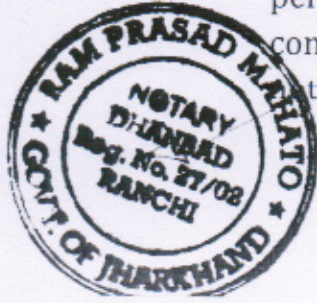


5. This day the builder paying as a token advance of Rs. 5,000/- (Rupees Five Thousand) vide cheque No. 124005, date ..... State Bank Of India.
6. The land owner's shall provide us the succession certificate and This advance Rs. 5,00,000/- (Rupees five lacks) shall be paid after sanction of such plan/ Naksa from the MADA, Dhanbad.
7. If the owners so likes shall be able to purchase the shares of the builder in the building if necessary and shall have the first preference.
8. Builder will construct the proposed building with high quality msterials.
9. Owner shall not be liable for any expenses regarding construction of the proposed building.
10. The whole expenses of construction of the proposed building shall be borne by the builders.
11. Builder shall have no manner of any concern over the owner in respect of the premises mentioned in this agreement.
12. The builder shall get necessary plans sanctioned from Mineral Area Development Authority, Dhanbad (MADA) and the owners hereby jointly and severally empower the builder to sign any document required for sanction of plan.
13. After the delivery of the possession of the flats in the aforesaid building by the builder to the owners they shall enjoy all the right and privileges and will be subjected to the same liabilities as other flat owners as provided in the builders agreement or otherwise. It is made clear that the responsibility of the builder shall be limited to allocation of flat to owners as per owner's allocation and the inequality of the area of land contributed by each of the owners in the landed property shall not be any concern of the builder.

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Bhueti Vema

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14. It shall be the work of the builder to make the landed property ready and suitable for development at its own cost and any material or thing received or anywise recovered in the process shall be property of the builder.

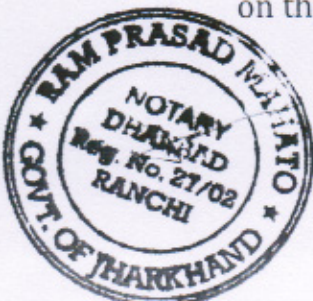
#### ARTICLE – IV- BUILDER’S RIGHT

1. The owners jointly and severally and do hereby grant subject to what has been hereinafter provided the exclus exclusive right to the builder to build, construct, erect and complete the said building and to commercially exploit the same by entering into agreement for sale and/ transfer and/ or construction in accordance with the plan to be sanctioned by the Mineral Area Development Authority Dhanbad with or without amendment and/ or modification made or cause by the builder.
2. The builder shall be entitled to prepare modify or alter the plan and to submit the sams to the MADA in the name of the owners or as may be required under MADA rule with the permission of the owner at its own costs and the builder shall pay and bear all fees including architect’s fees, charges and expenses required to be paid or deposited for obtaining the sanction of the MADA and for the construction of the building on the landed property provided however that the builder shall be exclusively entitled to all refunds of any or all payments and/ or deposits made by the builder.

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#### ARTICLE – V- APARTMENT CONSIDERATION

1. On the owner's representation about their title to and possession over the landed property by relying upon the title deed of the owners that they made full and correct disclosures and they have full right, indefeasible title and absolute authority to enter into this agreement and in consideration of the owners having agreed to permit the builder to commercially exploit the landed property and construct, erect and complete the building on the premises as whole the builder agrees :-



S. Bhattacharya  
Bhakti VCEMD



- (a) To prepare plan and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for preparation design and sanction of the plan.
- (b) At its own costs to obtain all necessary permission and/ or approvals and/ or consents.
- (c) To pay all costs charges and expenses for construction of the building at the said premises.
- (d) To bear all costs, charges and expenses for construction of the building at the said premises.
- (e) To allocate the owner's allocation of the constructed area in the building to be constructed at the said premises (hereinafter called the said owner's allocation).
- (f) To give possession of the owner's allocation within 42 months of beginning of construction work or receipt of sanctioned plan from MADA WHICHEVER is later.

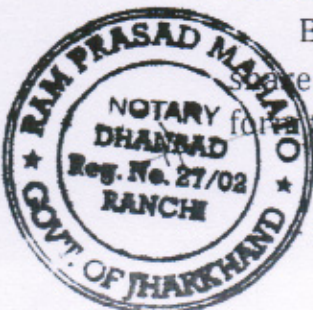
The aforesaid shall constitute a consideration for grant of exclusive right for development of the said landed property.

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**ARTICLE VI : OWNER'S ALLOCATION :-**

1. The builder shall at its own costs construct, create and complete in all respect the said building and shall allocate to the owners area (Total Area) as follows :-  
 But the floors shall be provided as per Mada sanction Map.  
 Basement Area  
 Ground floor Area  
 1 st floor Area  
 2 nd floor Area  
 3 rd floor Area  
 4 th floor Area  
 5 th floor Area

Besides above both the owners shall get 44 % each as equal share in the above property and the builder shall get share 56% of the total.



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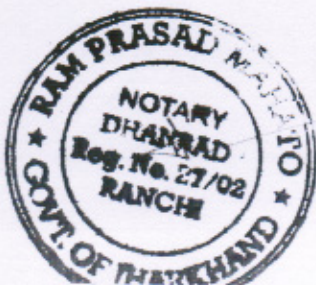
2. Save and except in respect of owner's allocation I form of right over flat/ flats the easements, quasi easements, benefits, privilage and advantages (more particularly described in sixth schedule and seventh schedule) in common to be conferrsd in favour of the owners, he owners shall not have any claim or right of any nature in other fats/ Residential and commercial, floor spaces and area of the said property and/ or the said building adjoining above or beneath of their flat/ flats.

#### ARTICLE VII : BUILDERS ALLOCATION :

1. In consideration of the above the builder shall be entitled to the saleable space in the building to be constructed at the landed property together with the proportionate undivided share on the said land and also together with the proportionate undivided share in the common parts and facilities and other service area in the said building after providing to owner's allocation as provided in Article- VI hersin above and the builder shall be entitled to enter into agreement for sale transfer the builder's allocation and to receive realize and collect all money in that respect and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on the part of the builder to obtain any further consent of any of the owners and this agreement by itself shall be by the owners.
2. The Builder shall be an titled to mortgage charge or to deal with the builder's allocation and the right, title, interest under this agreement.

#### ARTICLE - VIII- FORCE MAJEURE

1. The builder shall not be liable to any obligation hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.



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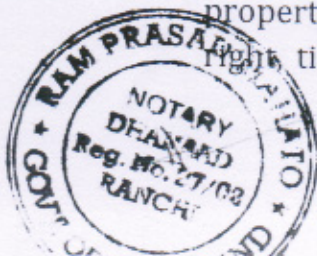


2. Force majeure shall mean flood, earthquake, riot, war, storm, tempser, civil commotion, strike, lockout and / or any other act or omission beyond this control of the builder.

**ARTICLE - IX: MISCELLANEOUS :-**

1. The owner and the builder have entered into agreement purely on contractual basis and this agreement is in the nature of collaboration agreement between the builder and the owner for mutual benefit.
2. It is understood that from time to time to facilitate the construction for the building by the builder and transfer of flats various deed matters and things not herein specified may be required to be done by the builder and for which the builder may need the authority of the owners and various applications and other documents may be required to be signed or made by the owners relative to which specific provisions may not have been mentioned herein. The owners hereby jointly and severally undertake to all such acts deed, matters and thins that may be reasonably required to be done in the matter and the owner also jointly and severally undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such deeds matters and things do not any way infringe on the rights of the owners and/ or go against the spirit of this agreement. The owners are also executing an irrevocable general power of attorney in favour of the builder.
3. Any notice required to be given by the builder shall without prejudice to any other mode of service available be deemed to have been served on the owners if delivered by hand to any of them and duly acknowledge or sent by prepaid registered post with acknowledge due and shall likewise be deemed to have been served on the builder if delivered by hand or sent prepaid regd. Post to be registered office of the builder.
4. Nothing in these presents shall be constructed as a demise of assignment or conveyance in law by the owners of the landed property or any part thereof to the builder or as creating any right title or interest in respect thereof in the builder than an

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S. Bhattacharya  
Bhakti Verma



exclusive license to the builder to commercially exploit the same in terms hereof provided however that the builder shall be entitled to borrow money from any bank or banks or other financial institutions.

5. As and from the date of completion of the building the builder and / or its transferees and the owners and/ or his transferees shall be liable to pay and bear proportionate charges on account of all taxes and other impositions payable in respect of the space.
6. There is no existing agreement regarding the development or sale of the said premises and that all other arrangements if any prior to this agreement have been cancelled and are being superseded by this agreement.
7. The owners assures and guarantees that the landed property is free from any encumbrances, attachment, charge, claim or demand whatsoever by or from anyone whatsoever and that he has absolute authority, perfect right and indefeasible title to enter into this development agreement with the builder and that the owner shall not only compensate all and whatsoever loss or damage that may be suffered by the builder because of any defect or deficiency in owner's title and/ or possession of the landed property but shall also be penally liable for causing wrongful loss to the builder and wrongful gain to himself by misrepresentation.
8. That, it shall be obligatory on the part of the owners to become members of the flat owners association or society formed by the members staying in the said building and this association of the flat owners will repair and maintain the property and shall pay all the charges or various government duties and levies and taxes or any other outgoing relating to the said property. The expenses accrued on all these accounts or any other account relating to the said landed property and the building shall be payable by all the flat owners. The flat owners association shall

*S. Bhattacharya*

*Bhakti Veerna*

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be apex body relating to interest of all the flat owners and shall work for the peaceful living of all members.

9. The owners shall from the date of taking possession maintain the said flats at their own cost in a good tenable condition and shall not do or cause to do anything in or to the said building or part thereof which may be against the bylaws of local authority or any of the statutory bodies of which may cause hardship to other co- occupants nor shall the owners alter or make additions in or above the said building/ flat or part thereof.

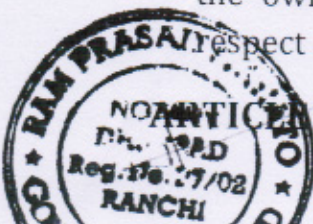
10. The building shall be completed within 36 months and grace period will be another 9 (nine) months from the date of sanction of plan by MADA subjected to the force majeure clause above. However, delays in account of slow payments from the intending purchasers may delay the finish of complete building and the owners shall not any claim from the developer/ Builder but the Developer should not delay in this project. If the builder delay to finish his work within the said period at this stage the owner shall claim 20% interest for the same from the builder

11. Municipal taxes, land revenue and electricity etc will be borne by the Builder from the date of vacation of the existing house by the owners till the possession of owner's flats are given.

12. The owners will have no objection in amalgamating their plot with the neighbors. In such as case other allocation will be proportional to the landed property owned by them.

13. It is clearly agreed between the parties that in the sale deed executed by the owners in favour of builder or his nominee/ nominees all the consideration amount for the flat/ flats shall be actually paid to the Builder. In case the builder asks the intending purchaser to pay to owners certain amount at the time of execution of the sale deed or at any intermediate time the owners shall refund the same amount to the builder in respect of builder's allocation mentioned in Article - VII.

**X: LEGAL PROCEDURES :-**



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Bhakti V. Sharma

20 FEB 2013



1. It is hereby expressly agreed by and between the parties hereto and it will be the responsibility of the owners to defend all actions and proceeding in respect of the title and/ or possession of the landed property.
2. The owners gives irrevocable power of attorney by this agreement in favour of the said builder <sup>NEW</sup> **CIVION ENGINEERS AND BUILDERS** Through which the said builder is authorized to develop and according to feasibility, fix up purchasers and in general carry all the necessary activities required for the purpose of construction and disposal of flats as per sanction plan to the advantage and convenience of all the associated parties. An irrevocable general power of attorney is being executed and the same shall be read along with this agreement.
3. The owners are herewith handing over photocopies of all the relevant documents regarding title, possession, municipal taxes and other legal paper concerning the landed property referred above. The owners further assures and confirm to provide to the builder any other documents required in connection with the said landed property within a reasonable time at his expenses.
4. Courts of Dhanbad alone will have the jurisdiction in all legal matters arising out of or concerning this transaction.
5. This agreement is revocable and both parties shall have to abode by all the terms and conditions mentioned herein but in case of necessity the agreement can be amended by resolution.

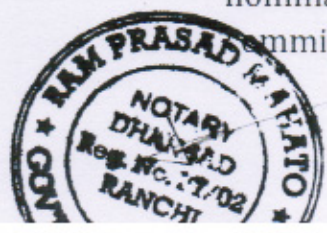
**ARTICLE XI : SETTLEMENT OF DISPUTE AND ARBITRATION :-**

1. That, if any dispute or differences arise 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 owners and another by the developer. 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

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Bhakti Chandra

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parties. The arbitral proceeding shall be conducted and shall be governed by the Arbitration & Conciliation Act, 1996.

2. The place of arbitration shall be at Dhanbad.

The First Schedule above referred to : (ANDED PROPERTY)

All that piece and parcel of revenue freehold land measuring an area 7 ½ Katha (12 ¼ Decimal) and 4 ½ Katha (8 Decimal) approximate more or less in Mouza Bhelatand, Mouza No. - 89, Khata No. - 73 and 34, Plot No. 1168 and 1165, Toatal Area Both land is 12 katha (20 ¼ Decimal)

This land was purchased from (1) Sri Sita Ram Gope (2) Sri Parshuram Gope (3) Sri Rameshwar Gope (4) Sri Bhagirath Gope (5) Sri Saligram Gope all are the father's name - Late Ganga Narayan Gope at Mouza - Bhelatand, PO.- Nagnagar, P.S.- Govindpur, Dist.- Dhanbad (Jharkhand)

**Bounded by :-**

North :- Nij Vendor

South :- Part of Plot No 1165

East :- Nij Vendor

West :- Nij Vendor

**And**

North :- Part of Plot No 1168

South :- Hirak Road

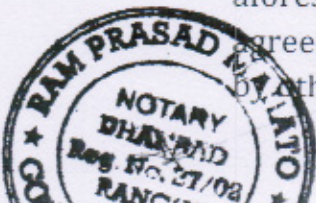
East :- Saligram Gope

West :- Part of Plot No 1165

Ward No. ...., Holding No. ...., Dist. - Dhanbad, State - Jharkhand.

**The second schedule above referred to : (Area)  
(part-I)**

Flats as follows : (described in ARTICLE VI OWNER'S ALLOCATION) area equally distributed in all the floors in the aforesaid building constructed by the said builder as mutually agreed upon. Other flats with similar facilities shall be occupied by other parties as described in the scheme.



*Bhate V Cema*  
*S. Bhattacharya*

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**(part-II)**

Parking space which is not the part of common area shall be used for parking of cars etc as per the allotment made by the builder.

**The Third Schedule above referred to : (COMMON FACILITIES)**

1. The foundation, columns, beams, supports, corridors, lobbies, stairs, stairways, landing, entrances and exists.
2. Pump installation, pump room and room for staff or workers if any.
3. Common passages, drive ways excepting car parking area if any.
4. Tube well, water pump, water tank or reservoir, water pipes and other common pumping installations.
5. Electric wiring, meters and fixtures (excluding those as are installed for any particular flat).
6. Drainage, sewerage and rain water pipelines.
7. Boundary including outer side walls of the said building and the main gate.
8. Such other common pans, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said building as are necessary for passage in user and occupancy of flat or flats in common and as are easement of necessity or the building but excluding car parking space and area.

**The Fourth Schedule above referred to : (SPECIFICATION)**

The specifications of the flats shall be as follows :-

FOUNDATION : R.C.C. column and depestal with anti termite both in foundation and plinth.

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Bhaleti Veema S. Bhaleti Me

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**STRUCTURE** : R.C.C. columns/ beams/ slabs

**WALLS** : thick external and thick internal partition red brick masonry .

**FLOORS** : Smooth and polished mosaic tiles in grey cement with multi coloured chips.

**DOORS** : Folded steel frame with flush/ panel type shutters of Wood painted with synthetic enamel over a coat of primer. The door shall have standard fitting and fixtures.

**WINDOW** : Fully glazed ground glass window with steel frame and fixed fabricated grills painted with two coats of synthetic enamel paint over a coat of primer.

**WATER ARRANGEMENT** : Connection with deep tube well with Overhead tank and connected by electric pump.

**TOILETS** : Flooring and sado in mosaic tiles in grey cement upto 5'0" height. Pipes for hot and cold water provided in both toilet (Geysers not provided).

**SANITARY FITTING** : All C.P. or brsaa titting of standard make white glazed vitreous sanitary ware. Cister of white.

**OTHERS** : Marble watering platforms with cement tiles upto 24" height. One additional top at bottom of the sink.

**ELECTRICAL** : Concealed conduit copper wiring with standard fitting And fixtures (Tube lights, fans and other fitures not provided).

The Fifth schedule above referred to : (COMMON EXPENSES)

The expenses of administration, maintenance, repair, replacement of the common parts and equipment and

*S. Bhaskar Reddy*

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*Bharti V C & Co*





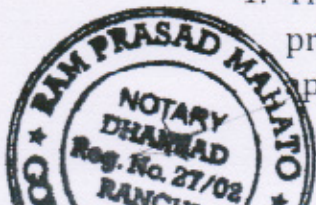
accessories common area and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary - sails, entrance, staircase, landing, gutters, rain water pipes, motor pump, tube well, wiring and installation sweres, drains and all other common pails, fictures, fitting and requirements in under or upon the building enjoyed or used common by the owners, intending purchasers, co-purchasers or ilier occupier thereto.

2. The cost of cleaning, maintenance and lighting the main entrance, passages, landing, staircase and other parts of the building as enjoyed or used in common by the occupants of the said etc if any.
3. The costs of working repairs, replacements and maintenance of pumps, tube - well and other plumbing works including all other service charges for service rendered in common to all occupiers.
4. Municipal taxes and other taxes and other outgoing etc.
5. Insurance of building against earthquake fire mob damages and civil commotion etc.
6. All electrical charges payable in common for the common portion of the said building.
7. All such other expenses including pronting & stationary also all expenses incurred corporation, MADA or any other in relation too be deemed by the Building or any adhoc committee or association of the occupiers to be necessary or incidental to the maintenance and upkeep of the said building.

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**The Sixth Schedule above referred to :-**

1. The intending purchasers shall be entitled to all rights, privilanges, vertical and lateral supports , easements, appensdaged nad appurtenances whatsoever belonging to the





said building or (herewith usually held occupied or enjoyed or reputed or known as part or parcel thereof and appurtenances hereinafter more particularly set forth in the seventh schedule hereto.

2. The right of way in common as aforesaid in to and upon all common passages drive ways entrance at all times for all purposes connected with reasonable use and enjoyment of the said flat and comprised within the said building and property and it is hereby declared that nothing herein contained shall permit the purchaser or persons deriving title under purchaser and/ or his/her/ their servants and employees invitees and/ or customers to obstruct in any way vehicle, deposit of materials rubbish or any other things, the free passage of other persons property entitled to right of way as aforesaid along with the common passages, drives and entrances as aforesaid.
3. The right of protection of the said flat by or from all other parts of the building and property so far as they protect the same.
4. The right of flow in common as aforesaid of electricity water and waste or soil from laying or cleaning on part or parts of the said flat so far such rebuilding relacing, repairing or cleaning as aforesaid cannot be reasonably be carried out without such entry and in all such cases except in emergent situations upon giving 48 hours previous notice in writing of the purchasers so to enter to the builders/ owners/ co-purchasers/ occupiers property entitled to the same.

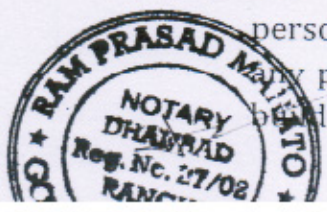
**The seventh schedule above referred to :-**

The under mentioned rights, easements, quasi easements and privileges appertaining to the said flat shall be expected and be reserved up to the builder and other co-purchasers and/ or occupiers of other part or parts of the said building.

1. The right of flow common with the purchasers and other persons aforesaid of electricity, water, soil or waste from and to any part (other than the said flat) to the other part of the said building through pipes, drains, wires or conduits lying or being

*Bhasti v Camo*  
*S. Bhaskarini*

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in under through or over the said flat and so far may be be reasonably necessary for the beneficial use occupation and enjoyment of the other parts of the building.

2. The right of protection of other part/ parts of the said building or all parts or the said flat as far as the same can or does normally protect.
3. The right as would otherwise become cested in the purchaser by means of any structural alteration in the said flat or otherwise in any manner to lessen of diminis any support enjoyed by other parts or part of the said building.
4. That the right with or without workmen and necessary material to enter from time to time up on the said flat for the purpose of rebuilding, repairing, cleaning or replacing far as may necessary such pipes, drains, wire and conduits as aforesaid always that save in case of emergency the builder, co- purchaser and occupiers of the other part or parts of the said building shall give to the intending purchaser at prior 48 hours written notice of its or their intention for such.

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Witnesses

- 1 Shashan Kumar  
Son of Lt. Gen. S. S. Kumar  
Basant, Bas Stand  
Housing Colony
- 2 Arvind Kumar (1.14-25)  
Dhanbad

Bharti Verma

Signature of First party 20.02.2019

S. Bhattacharya

Signature of second party 20.02.2019

Notary  
20.02.2019

**NOTARY  
DHANBAD**

Identified  
by Adv  
20/02/19

