



29 MAR 2016

झारखण्ड JHARKHAND

SI.No ..... Date .....

Rajesh Mandal

Ashok Mandal

Chintu Mandal

Dakshin Mandal



C 157662  
Gopal Mandal

Pooja Mandal

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at DHANBAD on this the \_\_\_\_\_ day of the month March and year 2016.

**NOTARY  
DHANBAD**

BY AND BETWEEN

1. SRI RAJESH KUMAR MANDAL 2. SRI ASHOK MANDAL 3. SRI CHINTU MANDAL all sons of Late Krishna Chandra Mandal 4. SRI DAKSHIN MANDAL 5. SRI ANADI MANDAL 6. SRI GOPAL MANDAL sons of Late Gorachand Mondal by faith Hindu, by caste So-Mondal, by occupation business, resident of Dhaiya, Shimla Nagar, Dhanbad P.S. Dhanbad District Dhanbad Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) hereinafter jointly called and referred to as "LAND OWNERS" which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives and assigns of the ONE PART.



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Rajesh Mandal

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**G. P. CONSTRUCTION**, a partnership firm having its office at Dhaiya, Dhanbad P.S. & District Dhanbad represented by one of its partner **SMT. PRIYA MANDAL** wife of Sri Gopal Mandal by faith Hindu, by caste So Mandal, by occupation business, resident of Dhaiya, Dhanbad P.S. Dhanbad District Dhanbad Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) hereinafter called and referred to as the **DEVELOPER** which expression shall mean and include its legal heirs, executors, administrators and permitted assigns of the OTHER PART.

WHEREAS the landowners became the sole, exclusive and only owners of 47 Decimals of lands in Plot No.119 bearing Khatian No.35 of Mouza Susnilaya Mouza No.88 P.S. Barwadda (Govindpur) District Dhanbad purchased by virtue of registered Sale Deed No.5301 dated 14/06/1991 in the name of Krishna Chandra Mandal and Gora Chand Mandal, the father of the landowners from Santu Singh and others and after such purchase aforesaid Krishna Chandra Mandal and Gora Chand Mandal, the father of the landowners mutated their names in the landlord Sheresta the State of Jharkhand vide mutation Case No.390 (iii) 1991-1992 and was paying the rents under Thoka No.293 thereto regularly. Aforesaid Krishna Chandra Mandal and Gora Chand Mandal, died leaving behind their sons, the landowners as their legal heirs and successors who jointly inherited the said lands along with other lands in their exclusive own share and have been possessing the same in peaceful and undisturbed possession thereof.

AND WHEREAS the developer has requested the landowners to allow him to develop the said lands and on the negotiation made between the parties hereto

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the landowners have agreed to the proposal and to authorize the developers to develop the schedule "A" land below mentioned property by demolishing all the existing structures whatsoever made therein and for constructing a new multistoried building as per specification detailed in schedule "D" below on the ownership basis Flats/units/shops and the owners are agreed to directly convey and transfer the land with new building and/or ownership Flats and other structures to any Co-operative Housing Society or other body that may be formed by the purchasers of such Flats and other premises in the new building.

AND WHEREAS the developer has satisfied itself about the right, title and interest of the owners in the aforesaid property detailed in the schedule "A" below and the technical feasibility of the construction of the proposed new building on the ownership basis Flats/Units/Premises/shops and all other related matter.

AND WHEREAS the parties hereto have agreed certain terms and conditions and the same are hereunder recorded in writing to avoid any future complication.

**NOW THIS DEED WITNESSETH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. DEFINITION : Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them :-
  - (a) LAND OWNERS shall mean Sri Rajesh Kumar Mandal and others, jointly and their respective heirs, executors, administrators legal representatives and/or assigns.
  - (b) DEVELOPER shall mean G. P. CONSTRUCTION, a partnership firm having it's office at Dhaiya, Dhanbad P.S. & District Dhanbad.

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- (c) 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.
- (d) 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 "D" below.
- (e) 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.
- (f) ARCHITECT shall mean such Architect or Architects may appointed from time to time for the project at the said building.
- (g) 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.
- (h) OWNER'S ALLOCATION shall mean the 40% portion of the constructed area in the proposed building which is to be allotted to the owners in accordance with the terms and conditions of these presents including the proportionate share in the common facilities and amenities and as described in the Schedule hereunder.
- (i) DEVELOPER'S ALLOCATION shall mean the remaining portion of the building i.e. 60% of the said property after the allocation i.e. 40% portion to the owners including the proportionate share in the common facilities and amenities of the proposed building on the said property.



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- (j) COMMON FACILITIES AND AMENITIES shall include corridors, hallways, passage ways, drive ways, common lavatories, pump room, tube wells, underground water reservoir, overhead water tank, water pump, motors, generators and other facilities, which may mutually agreed upon between the parties and required for the establishment, location enjoyment, provisions, maintenance and management of the building including the roof and terrace of the said building morefully described in the Schedule 'C' hereunder.
- (k) COMMON EXPENSES AND SERVICE CHARGES shall mean and include which is detailed in schedule
- (i) All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating, re-decorating, rebuilding, reconstructing, lighting the common portions and common areas in the proposed building including the outer walls as described in the Schedule 'B' hereunder.
  - (ii) The salaries of all persons employed for the common purposes including watchman / darwan, security personnel, liftman, sweepers, plumbers, electricians etc.
  - (iii) Insurance premium for insuring the proposed building, if any.
  - (iv) All charges and deposits for supplies of common utilities to the co-owners in common.
  - (v) Municipal tax, water tax and other levies in respect of the premises and the proposed building save those separately assessed on the purchaser(s).
  - (vi) That cost of formation and operation of the association (if any) for the maintenance and management of the



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premises, the proposed building and the common portion thereof.

- (vii) Cost of running, maintenance, repairs and replacement of lift, transformer (if any) generator, pump and other common installation including their licence fee, taxes and other levies (if any).
- (viii) Electricity charges for the electrical energy consumed for the operation of the common services.
- (ix) All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portions.
- (x) All other expenses, taxes, rates and other levies etc. as are deemed by the developer to be necessary or incidental or liable to be paid by the co-owners in common including such amount as be fixed for creating a fund for replacement, renovation, painting and / or periodic repairing of the common portions.

2. (a) In consideration of the owners having entrusted giving license to the developer to enter the property, to demolish the existing structures the developer has agreed to develop and construct multistoried building therein having shops/dwelling units and/or ownership Flats as per specification detailed in the schedule "D" below at his own cost and conferring on him the rights, powers, privileges and benefits mentioned herein.

(b) All costs of construction of the proposed multistoried building shall be borne and incurred by the developer and the owners will not called upon to bear any expenses or costs hereafter.



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- (c) On completion of construction of the said building the owners shall become entitled to exclusive use and occupation of the saleable area comprised in the owners portion of the building and the developer shall put the owners in undisputed exclusively possession thereof.
3. (a) The developer shall be entitled to advertise in his own name about the said development of the property and proposed sale of the flats/units portion/premises in the proposed building to be constructed and put up advertisement board on the property and to remove the debris and rubbish on demolition of old existing structures and to dispose of the same on his own cost.
- (b) The developer shall be entitled to enter into any agreement with any building contractor, architect, appoint agents but not to assign any benefit of this contract for the purpose of development of the said property in his own name and costs, risks and expenses.
- (c) After delivery of the owners share of allocation the developer shall be entitled to all of flats or rights in the buildings and structures to be constructed so far as they relates to developers allocations and to enter into any package deal and arrangement in relation thereto.



The owners shall at the cost of and request of the developer shortly after execution of this agreement execute a registered General Power of Attorney in favour of the developer giving him all necessary powers required to carry out the work of development and for completion of the project work, i.e. constructing a new multistoried building, and to execute

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and sign, deed(s) documents in favour of the proposed purchasers of the Flats to the extent of the developers allocation in the said building which is one of essence of these contract. That the owners shall not revoke or cancel the said General Power of Attorney, until and unless there is any breach of contract.

5. Before start of actual execution of the development at site, developer will get approval of the proposed map, landscaping and the complete lay-out from the land lord. The share of land lord will be specifically ear-marked on the map and should be agreed by the land lord (all the members).
  6. The owner shall at the request and costs, expenses and charges of the developers, assign, execute from time to time all plans, applications for layouts, construction of the building and structures on the said property and all other documents that might be necessary for giving proper effect of these presents.
  7. The developer covenants and agreed to complete the development and construction of the building with all amenities therein and thereon as per agreed specification within 2 ½ years from the date of sanction of the plan with a grace of 6 (six) months period subject to force major reasons and/or other reasons beyond the control of the developers in which event the time to complete the construction of the said building shall reasonably stand extended from time to time by mutual consent.
- (1) The portion of the building which is to be allocated to the owners share i.e. 40% portion covered / constructed area out of the total constructed area in the said building with all amenities and the





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medium size car space in the basement area of the building in respect of each Flat for car parking.

- (2) On obtaining completion certificate of the said building the developer shall give notice in writing to the owners when the owners would be at liberty to take possession on and from the date specified of the owners allocation in the said building, on receipt of the notice on and from the date mentioned in the notice for taking possession, the owners shall responsible to pay all taxes, services charges and other outgoings in respect of the common facilities in the said building proportionate to the owners allocation. Provided that any additional insurance premium costs or expenses by way of maintenance for any particular use of for any portion within the owners allocation shall be paid by the owners.
- (3) The owners shall bear towards the cost of installation of electric meter to the extant of owner's allocation only. The total cost related to installation of transformer, electrification, generator, municipal water connection and any other expenditure in the said development shall be borne by the developer / builder.
- (4) In addition to the portion of the said building in the owners allocations the owners shall have no exclusive right, title and interest in respect of the roof of the said building irrespective of the owners 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



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inspection of the common overhead water tanks, installation of radio aeri-als, T.V. antenna, cables, dish antennas etc. repairs and replacement thereof. Be it clearly mentioned that if in future the competent authority permit the developers to make further construction over the roof of the proposed building the landowners shall have 40% right over the roof of the proposed multi stories building, if permission is not obtained or construction is not made then the roof of the said building/apartment shall be the exclusive property of the developer.

9. A scheme shall be framed by the parties herein for the management and administration of the said building, including the portion in common use and sharing the expenses of management, administration and maintenance of amenities in the said building including the use thereof and such scheme any rules and regulation framed under the scheme shall be binding on the occupiers of the said building, including in the owners allocation and in the developers allocation.

10. (a) Any transfer of any portion of the said building out of the owners allocation or developers allocation shall be subject to the provisions contained herein and all occupier shall be bound by the provisions contained in any agreement, rules, regulations, byelaws and restrictions contained herein.

(b) Neither the owner nor the developers nor any person occupying in portion of the said building whether in the owners allocation or in the developers allocation shall use or permit to be used his portion or space occupied by him or his agents for carrying on any illegal or immoral trade or activity or to do or allow anything to



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be done that might cause any nuisance or annoyance or hazard to anybody inside the building or outside the building or to store any inflammable or explosive materials, goods or products.

11. It is declared and agreed these present shall not be treated as conveyance or demise or transfer of any right, title or interest in the said property to the developer excepting the right to develop and/or construct multistoried building after demolishing of the existing structures and these presents shall be treated only a licence in favour of the developer to do all acts, things and deeds expressly provided herein and contained in the Power of Attorney to be executed.

12. (i) The development of the said property by constructing building containing dwelling units/ownership flats space shall commence forthwith with all earnestness in accordance with the specification, plans, schemes and approvals of the competent authority, rules & regulations and byelaw of the authorities applicable at the cost, risks and responsibilities of the developer, the owner having no responsibility in respect thereof in any manner whatsoever saved as contained herewith.

(ii) In constructing the buildings and providing dwelling units the developer shall install in the said building at his own costs pump operated deep tube well, water storage tank, overhead reservoirs, electrical installations, electric wirings, water pipes and other common facilities and amenities attended to dwelling units/ownership flats space as required to be provided in such building unit for comfortable habitation.

13. (i) The owner hereby entrusts, handover and give license to



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developer to enter into the said property to demolish the existing structures, develop the property and construct multistoried buildings thereon containing dwelling units/ownership flats space with the best materials and in accordance with the plan and specification mentioned hereinafter in schedule "D".

- (ii) The developer hereby agrees to develop and /or cause to be developed the said property by constructing one or more buildings with best materials containing in the building/dwelling units/ownership flats space in accordance with the agreed specifications of sanctioned plans, the rules and regulations in relations thereto with approval and/or sanction of the concerned authorities and at his own costs, expenses and arranging his own finance at his own risk and responsibility.

14. The developer shall be entitled to inspect the title deeds, impression of the owner's and on delivery of the owners allocation shall be entitled to delivery of such title deed(s) and/other relevant documents on accountable receipts with an undertaking to return the same when demanded.

15. (i) The owners declare that they have not agreed, committed to or contracted or entered into any agreement for sale or lease of the said property or any part thereof to any person other than the developer and that they have not created any lien, charge, mortgage or encumbrances on the said property and that they would keep the said property free from encumbrances during the subsistence of these presents.

- (ii) The owners further declares that they have not done any acts,



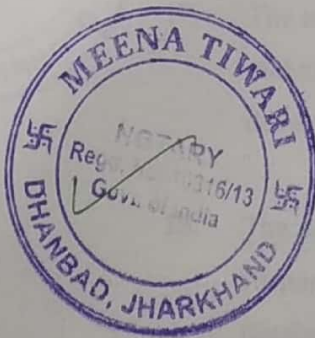
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things, deeds or matter whereby or by reasons of the said building or/and property may be affected or prevented in any manner whatsoever and that they undertakes to remove any possible impediment to the implementation of these presents, if the same is within their power and control.

- (iii) The owners declare that they have not received any notice/information from any govt. local authority, municipal corporation authority or any other competent authority affecting the said property or imposing any restrictions on the development of the said property in the manner proposed herein.
- (iv) The owner hereby undertake, agree and covenant, not to cause any interference by themselves or through others in the development of the property or in the construction of the new building on the said property by the developer or through its agents, or do any deed or act preventing the developer from disposing of selling, assigning or disposing of or transferring any portion of the developers allocation of the new building or to deal with the developers allocation in any manner whatsoever.

16. (i) After receipt of the owners allocation, completion of construction of the building, obtaining the certificate of completion or occupation for occupation and sale of flats if any, the developer shall make over the building formally to the owner whereupon the owner shall directly execute and deliver one or more deeds of conveyance in favour of proposed purchaser to the extent of their own share (owners allocation) and the developer may be join therein as confirming party, if so required all the expenses to be borne by the proposed purchasers.



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It is clarified herein that in regard to the share of the developers 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 developers allocations through the power of attorney executed and granted by the owners in favour of the developers.

- (ii) The land owners & 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.
- (iii) This agreement shall not be deemed to constitute a partnership of any sort between the parties hereto.
- (iv) In case any fine or penalty is imposed on the said building for any extra built up area or for any others breach of the terms of condition then the same will be borne and paid by the developers alone. Liability on account of any duty, cess, tax, stamp, and consequential penalties, imposed by any authority due to execution of this development agreement on the land lord at any point of time will be solely borne by the developer.



- 17. The technical feasibility, compliance of all technical parameters and other technical aspects related to development will be sole responsibility of the developer.
- 18. The agreement entered between developer and the buyer will be sole responsibility of the developer. Any dispute related to performance, timely completion, payment, quality ownership etc will be between the

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developer and the buyer and land lord in no way will be responsible for the same.

19. Various clearances from various authorities and its legality with respect to this development will be sole responsibility of the developer.
20. Developer will be solely responsible for any accident, incident, loss, demise of life or property till the property is handed over to buyer. Any liability arisen due to the same will be sole responsibility of the developer.
21. It is hereby agreed by the parties that all disputes and differences arising out of, in relation to these presents or touching the development, demolition of the old structure, constructions specifications, allocations of new building and in relation thereto shall be referred to the sole arbitrator appointed by the parties hereto mutually or to the arbitral forum and only the Dhanbad Courts shall have jurisdiction to entertain, try and determine or adjudicate all actions, suits, legal proceedings arising out of or in relation to this presents the award of arbitrator/arbitral forum or otherwise between the parties hereto.



**THE SCHEDULE "A" ABOVE REFERRED TO**  
**(THE LAND)**

All that piece and parcel of Rayati right of land in Mouza - **SULNILAYA** P.S. Barwadda (Govindpur), Sub-Division and District Sub-Registry Office and District Dhanbad Mouza No.88 Khatian No.35 (Thirty Five) Plot No.119 Area 47 *Decimals* (Forty Seven Decimals) of lands only.

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Hirak Road

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**Butted and Bounded by:-**

North:- Hirak Road and Plot No.87.

South:- Plot No.126 & 122.

East:- Dhanbad Barwadda Road, Plot No.120.

West:- Plot No.118.

**THE SCHEDULE "B" ABOVE REFERRED TO**

**(THE COMMON PORTIONS)**

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 of the proposed building (save except the car parking spaces demarcated by the 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 in the proposed building and exclusively meant for its use).
8. Tubewells and their installations, if any.
9. Water pump and its installations, pump room water reservoir, water tanks and all common installations for carriage of water (save and except only those as are within any Flat and are for use by the occupier of such





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

10. Lift (if any) lift well installations, lift room and the lift machine room in the proposed building.
11. The common darwans living area in the ground floor of the proposed building, if any.
12. 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 owner 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.

THE SCHEDULE "C" ABOVE REFERRED TO

1. All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lightening the common portions and common area in the proposed building including its outer walls.  
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-owners in common.
5. Municipal tax, water tax and other levies in respect of the premises in the proposed building save those separately assessed on the purchaser.
6. Costs of formation, operation of the Association (if any), for the



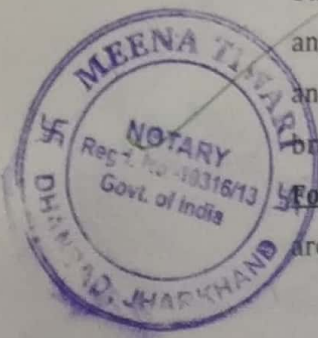
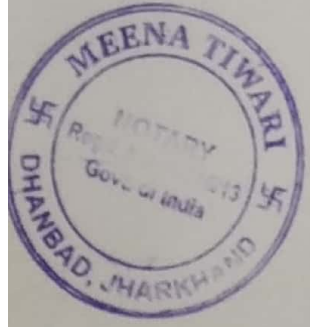
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- maintenance and the management of the premises, the proposed building and the common portion thereof.
7. Costs of running, maintenance repairs, and replacement of lift, transformer (if any) generator (if any), pumps and common installation including 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 Developer to be necessary or incidental or liable to be paid by the co-owners 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**  
**SPECIFICATION FOR THE BUILDING**

The developers within the stipulated period as mentioned hereinabove of this agreement erect upon the schedule "C" land and complete the same in a substantial and workmen like manner a residential cum commercial and a partly building in accordance with the building plan sanctioned by 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.



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

**Wall Finish:-** All walls and ceiling internally cement plastered with P.O.P. and externally cement plastered and externally having semi permanent painting finish lasting at least 10 years.

**Door/Window:-** Good Quality, water & terminate proof wooden frames and flash doors, aluminum windows and shutters in the shops and entrances.

**Flooring :-** White cement based marble/granite verified tiles flooring in all area & cement flooring/chekar tiles flooring in car parking space.

**Electric Wiring :-** Concealed P.V.C. Copper conduit wiring with standard quality.

**Water:** 24 hours water supply from own deep tube well, water supply lines for all units (Bathrooms & Kitchens)

**Bathroom Fittings :** Good quality and good brand bathroom fittings shall be provided in all bathrooms, latrines, urinals, kitchens washing spaces by the Developers.

**Electricity:** Electricity supply for the complex shall be taken from the State Electricity Board and all shops/units/flats will have individual connections and meters.

**Telephone :-** One telephone point will be provided in all units with junction Box at central location.

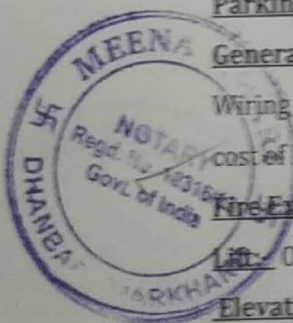
**Parking :** Ample reserved on cost parking space for car/two wheelers.

**Generator :-** Stand by generator for lightning in all area and water supply. Wiring cost, change over switch cost etc. will be borne by the developers and the cost of light fittings shall be borne by the occupier.

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

**Lift :-** Otis or some good brand.

**Elevation :-** Glass/A.C.P. in the front side or as designed by Architect.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE PRESENTS ON THE \_\_\_\_ DAY OF THE MONTH \_\_\_\_\_ AND YEAR 2016 FIRST ABOVE WRITTEN.

WITNESS

- 1. Anish Khushkarma
- 2. Gourav Mandal

SIGNED

- Rajesh Mandal

- Ashok Mandal

- विवेक मिश्र

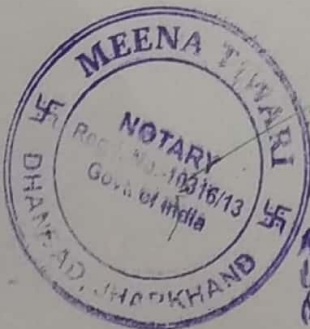
- Damsi Mishra

[Redacted Signature]

- Gopal Lal  
28/03/16  
(First Party)

- Priya Mandal

(Second Party)



**NOTARY  
DHANBAD**

Authorised,  
S 297 (1) (C) of the Cr.P.C. 1973  
(Act No. 11 of 1974) & u/s (8) (1)  
Act No 53 of 1952

Identified by  
[Signature]  
29/3/16