

खनिज क्षेत्र विकास प्राधिकार, धनबाद

पत्रांक-टी०पी०-...../न०नि०

सेवा में

श्री. मती कल्पना तैन

पति- श्री. तुंजीत कुमार तैन,

पता- डीरापुर, धनबाद

धनबाद, दिनांक -

विषय-

अनासोल/व्यवसायिक/औद्योगिक/संस्थागत भवन निर्माण हेतु गृह पत्रांक न०- पी०डी०- 16/11-12
नवश्री आपक आवेदन दिनांक - 7.4.11 के सम्बन्ध में।

महाराज

आपके आवेदन, दलील संख्या-

574,5291

336711108-09

जगबदी संख्या- 1643

दाखिल खारिज अभिलेख संख्या

से निर्गत लगान रसीद नं०-

के आन्तक में आपके द्वारा प्रस्तुत आवासीय/व्यवसायिक/औद्योगिक/संस्थागत भवन तकनीकी सदस्य द्वारा किए गए नक्शे की रीति प्रबन्ध निदेशक, खनिज क्षेत्र विकास प्राधिकार, धनबाद द्वारा प्रदान की गई है।

16/11-12

निदेशानुसार सूचित करना है कि-

डीरापुर-07

माजा अन्तर्गत खाली न०-

136

प्लॉट न०-

1110

रकबा- 08 कठ 09 बटाक

सूची पर स्वीकृत नक्शे के अनुसार अनुसूचित अभियन्ता श्री प्रो. तुंजीत कुमार तैन द्वारा प्रस्तुत नक्शे के अनुसार अधिकतम 2 बर्गों में कार्य पूर्ण कर अधिनियम के प्राधान्यों के तहत निर्माण पूरा होने की दिशा में प्रयत्न करने का आदेश किया गया है।

निर्माण के दिशागत पूर्वाग्रहों को रद्द किया गया किसी भी विरोधित निर्माण को नियमित नहीं किया जा सकेगा बल्कि उसे अवरुद्ध किया जाएगा।

खनिज क्षेत्र विकास प्राधिकार के संबंधित पदाधिकारी से निर्माण कार्य का निरीक्षण समय-समय पर कराना सुनिश्चित करेंगे। अन्य नगर में दस्तावेज नाली से इटकर अन्य नाली का निर्माण नहीं करेंगे।

माजा भवन अधिनियम के दायरे आवासीय/व्यवसायिक/औद्योगिक/संस्थागत भवन निर्माण हेतु स्वीकृत नक्शा, स्वत्व, अधिनियम का पंजीकरण नहीं है।

निर्माण प्रयोजन के लिये भवन निर्माण का नक्शा स्वीकृत किया गया है। निर्मित भवन का व्यवहार उसी प्रयोजन के लिये किया जा सकेगा।

जहाँ संरक्षण एवं पर्यावरण सुरक्षा हेतु आवश्यक प्रकृष्ट के लिए आप समय-समय पर जांचाए रहेंगे तथा स्वीकृत आदेश राज्य सरकार द्वारा जारी की गई दिशा-निर्देशों, निर्देशों, एवं प्राधान्यों से स्वतः प्रभावित होगा।

आवेदनकर्ता द्वारा उपकरण के मूल्य में 25% कुल रू० 40,600/- जमा किया गया है। शेष राशि आवेदन द्वारा सहायक धनबाद के कार्यालय में जमा करना स्वयं सुनिश्चित करेंगे।

80-

नगर निवेशक/तकनीकी सदस्य
खनिज क्षेत्र विकास प्राधिकार
धनबाद

आपका टी०पी०- 855 /नगर निवेशक,

दिनांक- 19/10/13

प्रतिभा- श्री. तुंजीत कुमार तैन,

BASUKI BUILDERS

K. S. Mod
Partners

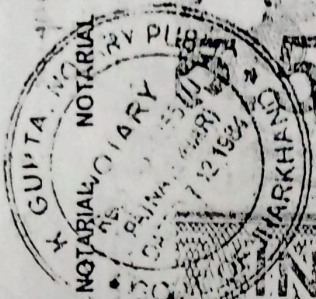
2- सहायक प्रभायुका, धनबाद को सूचनाएं एवं आवश्यक कार्रवाई हेतु

भारतीय गैर न्यायिक

पचास
रुपये

FIFTY
RUPEES

RS. 50



INDIA NON JUDICIAL

झारखण्ड JHARKHAND

A 80442

NOTARY
DHANBAD

DEVELOPEMNET AGREEMENT

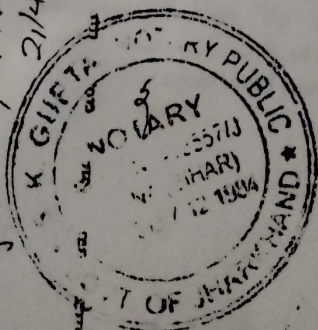
THIS DEVELOPMENT AGREEMENT made and entered into at Dhanbad the 21st day of April, 2011 by and between, Smt. Kalpana Sen, W/o. Late Sujit Kumar Sen, by occupation, House Wife, resident of Hirapur, P.O. & P.S.- Dhanbad, Sub Registry, Dhanbad, District, Dhanbad(Jharkhand) hereinafter referred to as OWNER (which term or expression shall unless) excluded by or repugnant to the subject or context be deemed to include their, heirs, executors, administrators, representatives and assigns of) ONE PART/ Land owner.

AND

M/s BASUKI BUILDERS , a partnership firm having its office at Gyan Mukharjee Road, Hirapur, Dhanbad, P.O & P.S.- Dhanbad, Jharkhand through its partners, Sri Krishna Murari Modi, Son of Late Dhanraj Modi, by faith Hindu, by occupation Business, resident of Hatla Road, Hirapur, Dhanbad, Sri Dilip Kumar Modi, Son of Krishna Murari Modi and Deepak Kumar Modi, Son of Krishna Murari Modi and Ganesh Kumar Modi Son of Krishna Murari Modi, (2) Sri Sukumar Ghosh , Son of Late N.R.Ghosh, by faith Hindu, By occupation Business, resident of Hatia Road, Hirapur, Dhanbad, Jharkhand, hereinafter called and referred to as the Developer(which expression shall mean and include its successors, legal heirs and assigns) of the OTHER PART/Developer.

Contd...2

BASUKI BUILDERS
K. Mod
Partners



NOTARY
DHANBAD

DATE 21 APR 2011

16/4

Kalpana Sen
Wife of
Sujit Kumar Sen

Sujit Kumar Sen
21/4/2011

- (A) WHEREAS the owners possessed of or otherwise sufficiently entitled to the property within the limit of Dhanbad Municipality situated at Mouza-Hirapur, Mouza No. 07, Municipality Ward No.4, Bearing Plot No. (Part) 1110, and Area 8.9 Kathas more or less land acquired by Sale Deed No. 5450 on dated 05.08.1977 and Deed No. 1171 on dated 30.01.1965 more fully described in the Schedule " A " hereunder written (hereinafter referred as THE SAID PROPERTY)
- (B) AND WHEREAS THE OWNER covenant that the aforesaid property is in their exclusive possession with absolute right title and interest and the same are free from all encumbrances debts, liens, charges and attachments and is in marketable condition and has in themselves good rightful power and absolute authority and title to transfer the whole and part of said schedule property.
- (C) AND WHEREAS the aforesaid developers approached the owners and have requested to permit them to develop the schedule land and to construct a multistoried building complex thereupon at their own cost as per plan sanctioned by the Competent Authority i.e. and other concern authorities, and in consideration they offered 37% built up flats construction area in each floor of the building to owners and their nominees as per annexure.
- (D) AND WHEREAS certain terms and conditions were agreed to pay by and between the owner and the developers and the parties hereto are desired of recording into writing the terms of such agreement as hereunder.

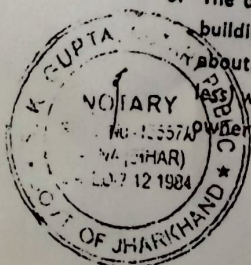
NOW THIS DEED WITNESSETH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS UNDER:-

1. The owners above named have agreed to appoint the developers as the developer of the schedule property with a right to develop at their own cost, risks, responsibility and on principal to principal basis and or as agent of the owner by putting building on the said schedule property as per plan that may be submitted with mutual consent of both the parties and be sanctioned by Dhanbad Municipality and Mineral Area Development Authority or any other authority and as per the terms and conditions that may be imposed by the concerned authorities. The Developers have agreed for the development of the said schedule properties as sated hereinabove. Hereinafter the vacant land to the developed will mean the schedule/be property fully mentioned and described in schedule shown, marked and delineated in red colour in the map annexed hereto forming part of this deed.
2. On the execution of this agreement the owners shall grant to the developers license to enter upon the said property as a license only for enabling them to develop the said property. It is hereby expressly agreed by and between the parties hereto that the possession of the said property is not being given on intended to be given to the developers in part performance as on contemplated by section 53 A of the transfer of property Act 1882. The owner and the developers hereby confirm that by virtue of the developers entering upon the said property as license the same does not amount to take up possession of the property and develop the same shall become formal possession of the property in favour of the developers only after the full exchange of 37% of construction.
3. The developers shall proceed expeditiously with site development, preparation of building, plan on the said vacant landed property it is expected that about.....sq. ft. of residential andSq.ft. of parking space (more or less) will be constructed over the said vacant land of the owner. This includes 37% of owner's portion.

Kalpana Sen
21/4/2011

of m. modh
21/4/2011

Shah



BASUKI BUILDERS
[Signature]
Partners

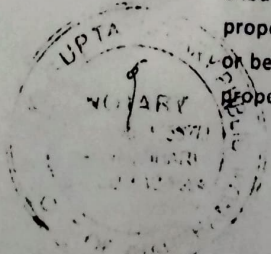
- 4. As consideration of the value of the said construction in the schedule vacant land the owners have to transfer all those flats except their share in each floor to developers or their nominees out of the total new construction flats in the said vacant land with common construction.
- 5. That it shall be the duty of the developers and/ or his transferees to maintain the building, grounds and other common facilities available to the developers or their buyers and charges for the maintenance of the building and the common facilities shall be payable by the owner in respect of the owners portion at the rate on which the same shall be payable by the developers or their buyers on pro-rata basis.
- 6. That the portion and common facility of the building which has to be delivered to the owner shall be constructed and delivered complete in every respect to the owners within 26 months from the date of approval of plan including grace period of 6 months.
- 7. It is hereby expressly, irrevocably and irretrievably agreed by the developer and declared by the owner that the delivery of possession of 37% flats and parking space of the said building to the owners in the manner provided in the preceding clause shall be the full consideration as mentioned in this agreement.
- 8. The stamp duty, registration charges and all other out of pocket expenses of this agreement and conveyance shall be born and paid by the Developer.
- 9. That the developers shall act as an independent developer in construction the said building over the schedule property being vacant land shall keep the owners indemnified from and against all third parties claims arising out of any act or commission against the development in or relating to the constructions of the said building.

Kalpana Sen.
 21/4/2011

THE OWNER HEREBY AUTHORISES THE DEVELOPERS TO DO IF REQUIRED, ALL ACTS, DEEDS MATTERS, THINGS AND IN PARTICULAR SUBJECT TO OTHER PROVISIONS OF THIS AGREEMENT:-

- A. To have plans of proposed building to be constructed on the said vacant land prepared/ amended in accordance with rules and regulations of the concern authorities in consideration with the owners and to submit the said plans to the concern authorize with the application for the approval and sanction and to do and sign all writings and undertaking as may be necessary in connection with approval and sanction of such plan.
 - B. To appoint architects, surveyors, engineers and contractors and other person and persons.
 - C. To make application to the concern authorities for obtaining electrical connection and permit or permits or quota or quota for cement, steel and other controlled building materials.
- To accept service or any writ, summons or other legal process or Notice and to appear and represent the owners in any court or before any Magistrate, Judicial tribunals and other tribunals in connection with the development of the said property and to commence or file suits, actions or other proceedings in any court or before any public officers or tribunal relating to the development of the said property or part or parts thereof and for any of the purpose aforesaid to sign,

S. S. S.
 21/4/2011



BASUKI BUILDERS

S. S. S.
Partners

Contd....4

execute and deliver or file necessary vakalatnama, claims plan, orders, application, affidavits, petitions and other documents papers and writings. In case of any legal proceeding in any court of law against the interest of the owner, the developers will take all measures to protect the title, interest and right or the owner and cost will be borne by the builder. Interest of the owner, the developers will take all measures to protect the title, interest and right or the owner and cost will be borne by the builder.

- D. To enter into agreement to sale flats, shops and parking space and tenements in the aforesaid building/ buildings to the purchaser except the owners area i.e. 37% flats at each floor and 37% parking space at basement floor.
- E. To give on ownership basis or other basis the said property and the flats / tenements etc in the building to be constructed on the said land and to receive the appropriate to their own account the sale price in respect thereof.
- F. And generally to do all acts deeds and things for developing the said property.

Kalpanda Sen.

21/4/2011

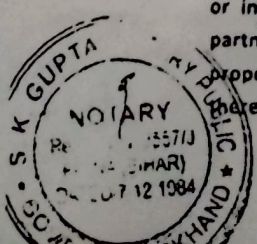
- 10. Whenever required by the developers the owners will join as the confirming party in any person or persons who have to acquired flats or portions in the building on ownership basis. All amounts receivable under such agreement for flats/shops, car parking shall be received by the developers of their share for their own use.
- 11. The owner/owners agree and undertakes that they shall execute and give a power of attorney in favour of the developers and or its nominees so that no hindrance, or obstruction is caused to the developers and thereby/ giving the developers authority to enable them to developer said land for construction of multi storied building complex as licensees of the said vacant land of the said premises and to do all such acts and or things that may be necessary for the development planning, construction and sale of the said premises.

12. That the owners hereby declares:-

- A. That the said area of the land shown in the schedule 'A'.
- B. That the property is a freehold and the owners have title to the same free from all encumbrances.
- C. That no notice or notification or acquisitions under the law for the time being in force has been received, served or issued affecting the said property or any part thereof and owners are entitled to develop and or cause to be developed the said entire property.
- D. That there is no notice or order passed by the concern authorities.
- E. That there is no statutory claim, demands, attachments, or prohibitory orders made or issued by the taxation authorities revenue authorities, Municipal authorities or any government or other local bodies or authorities concerning or affecting the said property or any part thereof.
- F. That, there are no attachments either before or after judgments and there are no claims, demands, suits, decrees, injunction order, notices, insolvency notice petition or adjunction order made order by or the instances of any part thereof.
- G. That a part from the owners no one else is entitled to or have any share, right, title or interest in the said property or any part thereof either as a partner or any partnership and that the owner is not to be trustees for any one in respect of the said property, the maintenance and upkeep and funds of the joint family or any nucleus thereof.

of m/s

S. K. Gupta



BASUKI BUILDERS

S. K. Gupta
Partners

- 13. That the owners hereby irrevocably undertakes not to sale dispose, alienate the said property or any part thereof save and except putting the developer in possession thereof as licenses for the purpose of the development pursuant to this agreement with the ultimate object granting, conveying and transferring the property as developed as aforesaid to the developers or persons nominated by the developers as herein above stated and further irrevocably undertakes not to do any acts, deeds, matter or things as shall be in contravention of the declaration made by them in the proceeding clauses.
- 14. For the purpose of verifying the correctness of the declaration herein above made by the owners and in particular the declarations made above regarding the absolute ownership of the said vacant land and their title hereto being marketable free from all encumbrances and also their undertaking not to be encumber the said property or otherwise alienate or dispose or deal with the same or any part thereof saved and expect as hereinabove provided, the developers shall be entitled to retain photocopy of all necessary documents including documents of the relating to the property for the purpose of the verification as aforesaid including invitation of the owners title to the property.

15. The development of the said vacant land shall before and on account of the developer and neither the owner nor any other person or persons claiming through the owners shall have any right or interest in the development of the said property. The developers will develop the said property in their own name and all their own cost and shall alone be responsible for the development of the said vacant land, however, the name of the apartment shall be known as, SANSKAR RESIDENCY.

- 16. That the owners will receive the consideration for the schedule land in the form of built up area agreed as aforesaid, the owner shall at no time demand any further premium or have any interest in future dealing regarding the sale of developers share of the built up area provided the entire project of building comprises of flats as applicable constructed is within a period 26 months from the date of approval of the plan/ commencement of work including grace period of six months. It may be stated here that if in future the Developer after obtaining due sanction from the authority concern raise some construction over the roof of the apartment in question, in the event the owners will be entitled to 37% flat out of the total area so constructed.

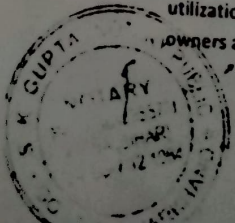
- 17. That the owner as per agreement is giving vacant possession of the land as licensee mentioned in the schedule.

- 18. That this agreement shall not ever deemed to constitute a partnership of any sort between the parties hereto.

- 19. That owner will hold the owners area on the same terms and conditions as the owners of other portions of the building according to the standard agreement that may be finalized by the developers in consultation and approval of the owner. The owner will become members of association of persons or co-operative housing society which ever is found suitable by the developers and formed by them and the owner as well as their nominee's respective agents servants and licenses shall abide by the rules and regulations of the association or co-operative housing society. They shall be entitled to all common facilities in the building complex intending for the utilization of the occupants of the building on the usual terms and conditions as the owners applicable to all for such utilization.

Kalpana Sen.
21/4/2011

Himanshu
21/4/2011



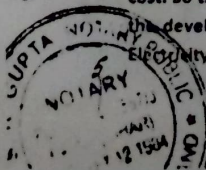
BASUKI BUILDERS

Himanshu
Partners

- 20. It is agreed that in all transfers/conveyance or land and/ or built up area the purchaser/transferee shall bear the cost of stamp duty court fees and other registration charges.
- 21. That the owner will not be required to take step to dispose the developers or their men provided the construction work is carried on and completed in terms of this development agreement and the owner will be bound to execute and register the sale deed or the absolute transfers deed.
- 22. In case at any time in future (after completion of proposed building) additional built up area proposed square feet on the said premises is permitted or sanctioned or constructed by the developers. This will be shared mutually with the same terms as contained in this agreement and from this additional built up area 37% and parking area will be given to owners.
- 23. The owner will bear and pay all outstanding charges and dues of whatsoever nature due and payable in respect of the schedule property including ground rent, property tax, water and electricity charges, Municipality dues/ tax and other outgoing up to the date of the agreement. Thereafter from the date of this agreement all rent, taxes etc will be borne by the developers and the developers indemnify the owner against the same. That if any service tax is imposed in the said property at that event the developers and the owner shall pay and discharge the same according to their proportionate share. As per Jharkhand state service tax new policy total sale value of 30% amount will be chargeable service tax @10.5% amount.
- 24. The owner and/ his nominee/s will have the same right, title and interest to use and enjoy to all the common pool areas, staircase, common parking spaces, common passages and lobbies etc. as the developers and / or their nominees.
- 25. It is clearly mentioned that in no event the owner nor any of their estate shall be responsible and or be made liable for payment of any dues of such bank or banks and the developer shall keep the owner indemnified against all actions, suits, proceedings and costs charged and expenses in respect thereof.
- 26. The owners share and the developers share should be clear as stated earlier before the construction work is started in plan of the proposed side with the first choice of the owner's own flats.
- 27. That the developer deposited the sum of Rs. 10,00,000/- (ten lacs) Only to the owner as security against this project, which will be refundable to the developer, and which will carry no interest, after completed of this project, in all respect and this amount of security deposited will not bear any interest whatsoever.
- 28. That the developer shall pay a sum of Rs.15,000/- (fifteen thousand) per month to the owner as substance allowance from the date of delivery of possession of the schedule land to the developer, which will be non refundable/non adjustable.
- 29. That the developer shall arrange a good rented flat for the land lord, at their own cost. So that the land lord can stay there comfortably till the building is completed by the developer and shall handed over the land lord's share of flats maintenance & Electricity Bill charge to be paid in fully by developer.

1. Kalpana Son
21/4/2011

Signature of K. Mohan
21/4/2011



BASUKI BUILDERS
K. Mohan
Partners

- 30. Construction of the proposed building with all amenities specially lift etc. shall be completed within 26 months from the date of delivery of possession.
- 31. Delay in construction render the bullder to pay damages @ Rs.5000/- (five thousand) per month to the owner.
- 32. 37% car parking space also to be given to the owner in the said complex.
- 33. 37% of the total flat built-up in the said complex and equal percentage of parking area will be given to the owner by the developer. Further 37% of the land which is not built up also belongs to the owner.
- 34. The bullder shall provide fittings and fixtures (like Sink, tap, shower, electric fittings, bathroom fittings including pan, floor tiles, wall tiles, bathroom tiles of good quality) and separate pipe line for bathroom of the only owners flats.
- 35. Floor of only owners flat will be made of glazed tiles as per the choice of owner.
- 36. Electric wiring fitting, Concealed wiring with ISI MAKE of best quality.
- 37. Developer shall provide free of cost exhaust fan in whichever and bathroom of each only owner flats.
- 38. That the sale deed, lease, mortgage, power of attorney to said flats and parking space in the aforesaid new constructed building to the purchaser expect the owners area i.e. 37% will also execute by land lord and rest 63% developer area all documents execute by developer.
- 39. In case of any dispute/disputes arrived out of in connection with, regardind on relating to this development agreement and on performance or treat thereof of the same shall be referred to the arbitration of sole arbitrator Sri Sapan Mukharlee and decision shall be final and binding on the parties hereto.

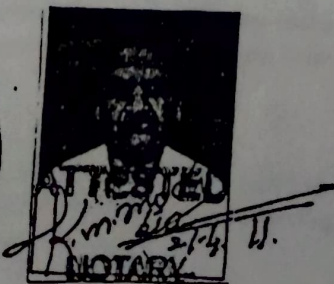
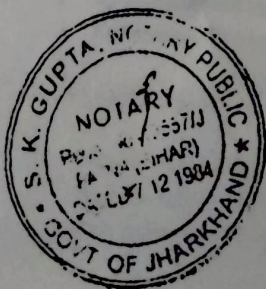
Kalpenda Sen.
21/4/2011

S. S. Ghosh
21.04.11

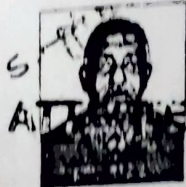
SCHEDULE 'A' (Description of the land under the Development Agreement)

All that part and parcel of the land measuring 8.9 Kathas of land in the Mouza, Hirapur, Mouza No.07, Khata Municipal bearing part of Plot No. (Part) 1110 more clearly delineated in the plan annexed hereto and marked Red having Municipal Ward No. 4, Dhanbad Municipality.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN PRESENCE OF THE WITNESS.



S. S. Ghosh
Signature of Developers
R. M. S. Ghosh
BASUKI BUILDERS
Partners



NOTARY

21/4/11

Signature of Developers
21.04.11



NOTARY 21/4/11

Kalpana Sen.
Signature of land owner 21/4/2011

Signature of owners witness:-

1.

2.

3.

SPECIFICATION

MATERIALS:

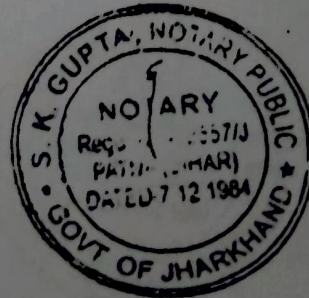
1. Rod- T.M.T. BAR.
2. Cement- Lafarge & J.P.
3. Bricks- Good Quality Chimney make.
4. Chips- Good quality.
5. Sand- Good quality.

WALL'S:

1. All internal wall cement plaster with PP & One coat primer.
2. All External wall cement Plaster with Semusem finish.

FLOORING:

1. Anti Skid Tiles (12"x12"/ 15"x15"/ 9"x9"/9"x18") Marble Tiles in all area of the flat floor. Common areas of the Building in Marble Flooring 9"x9" more or less then and Kota stone in staircase.



BASUKI BUILDERS
Kimanch
Partners !

S. Gupta
off in mnd
21/4/11

WINDOW & DOOR:

1. All Door frame made of shall wood.
2. All flush door thick (30mm.) panted with one primer & one coat enamel paint with standard fittings.
3. All windows with M.S Glass window (with 4 mm, thick glass) with one coat paint.

KITCHEN:

1. Anti skid tiles (12"x12") & 9"x9" marble tiles flooring.
2. Platform made of green marbles.
3. Ceramic tiles 8"x12" up to 24" height on platform of wall.
4. Stainless steel sinks good quality.
5. One point separate water tape connection for filter.

TOILETS:

1. Anti skid tiles (12"x12") & 9"x9" marble tiles flooring.
2. Ceramic tiles 8"x12" to 5 fit height in all the Bathroom walls.
3. P.V.C.Door with P.V.C Frame fitting.
4. Sanitary fitting of I.S.I Make, white glassed sanitary ware.

ELECTRIC:

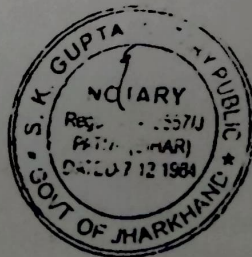
1. Concealed wiring with Anchor/ Havel's copper wire.
2. Switch of Anchor made.
3. Dining /Drawing in one fridge point, two light points, two fan points, one A.C.point, one T.V.point and one socket point.
4. Master Room in one A.C point, one T.V point, two light point, one fan point, one socket point.
5. Rooms two light point, one fan point, and one socket point.
6. Balcony one light point, one socket point.
7. Kitchen one light point, one filter point, one 15 amp point.
8. Toilet one gizer point, one light point, one 15 amp socket point.

WATER SUPPLY:

1. Water supply deep bore well.
2. One point drinking Municipal water, extra cost.
3. One lift I.S.I, make six passenger.

GENERATOR:

1. Soundless Generator I.S.I. make.
- A. One Guard room in Basement.
- B. Collapsible Gate, Balcony full grill, Generator, Electricity, Car Parking, Two Wheeler parking & any extra works shall be charges extra.



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- Authorised
 w/s 297 (l) (c) of the Cr P C 197
 [Act No 11 of 1974] & w/s (s) (i)
 of the Notaries Act 1962
 (Act No 53 of 1952) 58

End of the developer agreement.

NOTARY
 DHANBAD

Partners

RA. 21/4/2011

21/4/2011

Singh

