

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: c997f63ef5a8e7a7c82b

Receipt Date: 12-Dec-2022 02:47:57 pm

Receipt Amount: 50/-

Amount In Words: Fifty Rupees Only

Document Type: Agreement or Memorandum of an

Agreement

District Name: Dhanbad

Stamp Duty Paid By: SATISH KUMAR VERMA

Purpose of stamp duty paid: DEVELOPMENT AGREEMENT

First Party Name: NARENDRA GOEL

Second Party Name: SATISH KUMAR VERMA

GRN Number: 2214717994

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-: This stamp paper can be verified in the jharnibandhan site through receipt number :-

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DARWE 12/12/2022



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इस रसीद का उपयोग केवल एक ही दूर्तावज पर मुद्रांक मुक्त का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तिवीन पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अनुपूर्ति है उपयोग भीरतीय

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AGREEMENT FOR DEVELOPMENT OF LANDED PROPERTY FOR RESIDENTIAL CUM COMMERCIAL

THIS AGREEMENT is made this the ...!? day of December 2022 By And BETWEEN Sri Narendra Goel S/o Late Shyam Lal Goel, by faith Hindu, by Profession- Legal profession residents of Hirapur Dhanbad, P.O., P.S. & Dist.- Dhanbad, hereinafter called and referred to as the "OWNERS" (which expression shall unless repugnant to the context shall mean and include their legal heirs, legal representatives, successors, executors and administrations etc.) of the ONE PART.

AND

Mr Satish Kumar Verma for all purposes of this agreement (hereinafter called and referred to as the "BUILDERS" (which expression unless repugnant to the context shall mean and include his legal representatives, executors administrators and assign etc) of the OTHER PART.

WHEREAS, the owners are seized and possessed of the landed property together with boundary situated in Mouza-Bhelatand Mouza No.89 CS Khata 34,RS Khata 30 CS Plot No1148 RS Plot No 903/3074 more fully and specifically described in the FIRST SCHEDULEappended at this agreement.

The owners have disclosed / represented that he is the rightful owners in possession of the said land by virtue of purchase 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.

AND WHEREAS, the Builders having satisfied by necessary searches about the right, title interest and possession of the owners in respect of the said land described in the FIRST SCHEDULE 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 Builders to construct such structure on the said land. Xerox copy of the relevant documents are handed over to builder.

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

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ARTICLE -1, DEFINITIONS

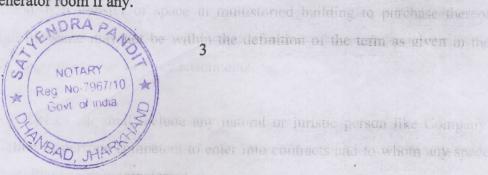
- 1.1. Owners shall mean the persons mentioned in the title page of this agreement together with co-sharers if any including successors –in-interest his executors, administrators and assign etc.
- 1.2. BUILDERS/DEVELOPER shall mean the said M/s Satish Kumar Verma including successors –in-interest his 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 and shown within red delineation and with measurements in the Sketh map attached to this agreement as part hereof.
- 1.4. BUILDING shall mean the building to be constructed on the LAND PROPERTY in accordance with the plan to be sanctioned by the Dhanbad municipal corporation Dhanbad (DMC) Dhanbad.
- 1.5. FLAT shall mean covered space consisting of bedrooms, living rooms, bathroom, kitchen, balcony/verandah etc. more particularly 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 three of SECOND SCHEDULE.
- 1.7. COMMON FACILITIES AND AMENITIES Common facilities and amenities shall include corridors, hall ways, stairways, passage ways, Lifts, drive ways, common lavatories, pump room, tube well, over head tan, water pumps and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance



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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 due provisions for common facilities and the space required thereof.
- OWNERS ALLOCATION- It shall be constructed area in form of a flats & 1.9. SHOPS (more particularly described in second schedule) in the aforesaid building as per specifications mentioned in FOURTH SCHEDULE herewith and agreed upon by the OWNERS. After receiving allocation he will provide GPA.to builder of his share. ibed in THIRD SCHEDULE
- 1.10. BUILDER/DEVELOPER'S ALLOCATION-It shall mean the remaining portion of the building on the said property after the allocation made to the owner including the proportionate share in the common facilities and amenities of the proposed building on the said properties.
- 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 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.
- SUPERBUILTUP AREA shall mean and include the carpet area of flat wall area, 1.13. varandah/ balcony/cupboard area, the proportionate area of staircase, guardroom and generator room if any.



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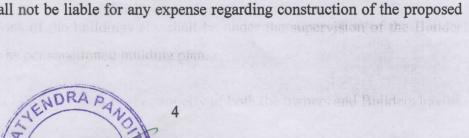
- 1.14. ARCHITECTS- shall mean such Architect or Architects may be appointed from time to time for the project at the said building.
- 1.15 BUILDING PLAN:- Shall mean a plan prepared by Architect appointed by the eveloper for the construction of Building on the said property and sanctioned by the DMC, Dhanbad and other competent authorities.
- 1.15 Words importing singular shall include plural and vice versa.
- 1.16 COMMERCIAL SHOPS/SHOPS It shall mean any place in covered area use for commercial purpose more particularly described in part two of SECOND SCHEDULE. an such Architect or Architects may be appointed from

ARTICLE-II- COMMENCEMENT

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

ARTICLE-III- THE SCHEME

- Upon handing over of possession of flats to the OWNER, it shall be their joint 1. and several responsibility to party.
- 2. Constructions of the buildings etc. shall be under the supervision of the Builder and owner as per sanctioned building plan.
- 3. Roof of the buildings shall be the property of both the owners and Builders having 50% share each.
- 5. If the owners so likes shall be able to purchase the share of the Builder in the building if necessary and shall have the fist preference.
- Builder will construct the proposed building with high quality materials. 6.
- 7. Owner shall not be liable for any expense regarding construction of the proposed building.



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- 8. The whole expense of construction of the proposed building shall be borne by the Builders.
- 9. Builder shall have no manner of any concern over the owner in respect of the premises mentioned in this agreement.
- 10. The BUILDER shall get necessary plans sanctioned from Dhanbad municipal corporation Dhanbad (DMC) and the OWNERS hereby jointly and severally empower the BUILDER to sign any document required for sanction of plan.
- 11. After the delivery of the possession of the flats in the aforesaid building by the BUILDER to the OWNERS they shall enjoy all the rights 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 OWNERS'S allocation and the inequality of the area of land contributed by each of the OWNERS in the LAND PROPERTY shall not be any concern of the BUILDER.
- 12. It shall be the work of the BUILDER to make the LAND 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

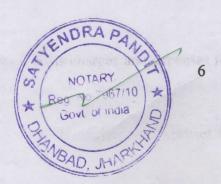
- 1. The OWNERS jointly and severally and do hereby grant subject to what has been hereinafter provided, the exclusive right to the BUILDER to build, construct, erect and complete the said building and to commercially exploit the same by entering into agreement for sale and/or transfer and/or construction in accordance with the plan to be sanctioned by the DMC, Dhanbad with or without amendment and/or modification made or caused by the BUILDER.
- 2. The BUILDER shall be entitled to prepare modify or alter the plan and to submit the same to the DMC in the name of the OWNERS or as may be required under DMC rule with the permission of the owner at its own costs and the BUILDER

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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 DMC and for the construction of the building on the LAND 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.

ARTICLE-V - APARTMENT CONSIDERATION

- 1. On the OWNERS'S representation about their title to and possession over the LAND PROPERTY by relying upon the title deeds of the OWNERS that they have made full and correct disclosures and they have full right, indefeasible title and absolute autority to enter into this agreement and in consideration of the OWNERS having agreed to permit the BUILDER to commercially exploit the LAND PROPERTY and construct, erect and complete the building on the premises as a whole, the BUILDER agrees:
- 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 (herein after called the said OWNER'S ALLOCATION).



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f) To give possession of the Owner's allocation within twenty four months with grace period of 6 month from the beginning of construction work or receipt of sanctioned plan from DMC WHICH EVER is earlier.

The aforesaid shall constitute a consideration for grant of exclusive right for development of the said LAND PROPERTY.

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- 5358. sq.ft. 7.45. Katha 12.3. decimal) s follows: -

Basement (Parking) Area - (40% owner + 60% Developer)

Ground Floor (Shop) Area - Equal Share (50% owner + 50% Developer)

1st Floor (Shop) Area - Equal Share (50% owner + 50% Developer)

2nd Floor Area - Total area of Owners Share.

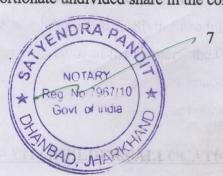
3rd & 4th Floor Area - Total Area of Builders Share

Common facilities Area - Equal Share (50% owner + 50% Developer)

2. Save and except in respect of Owner's allocation in form of right over flat/flats the easements, quasi easements, benefits, privileges and advantages (more particularly described in Sixth Schedule and Seventh Schedule) in common to be conferred in favor of the Owners, the OWNERS shall not have any claim or right of any nature in other flat, floor spaces and area of the said property and/or the said buildings adjoining above or beneath of their flat/ flats.

ARTICLE - VII: BUILDERS ALLOCATION

In consideration of the above the BUILDER shall be entitled to the saleable space
in the building to be constructed at the land 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



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area in the said building after providing to OWNER'S ALLOCATION as provided in Article – VI herein above and the BUILDER shall be entitled to enter into agreement for sale and transfer the BUILDER'S allocation and to receive realize and collect all moneys 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 or the part of the BUILDER to obtain any further consent of any of the OWNERS and this agreement by itself shall be treated as consent by the OWNERS.

2. The BUILDER shall be entitled to mortgage charge or to deal with the builder's allocation and the right title interest under this agreement.

ARTICLE - VIII: FORCE MAJEURE we and the BUILDER shall be entitled to enter

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

ARTICLE - IX : MISCELLANEIOUS

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- The OWNER and the BUILDER have entered into this agreement purely on contractual basis AND THIS AGREEMENT IS IN THE NATURE OF COLABORATION 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 deeds 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

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relative to which specific provisions may not have been mentioned herein. The OWNERS hereby jointly and severally undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the OWNERS 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 in any way infringe on the rights of the OWNERS and/or go against the spirit of this agreement.

- 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 pre-paid registered post with acknowledge due and shall likewise be deemed to have been served on the BUILDER if delivered by hand or sent by pre-paid registered post to be Registered Office of the BUILDER.
- 4. Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the OWNERS of the land property or any part thereof to the BUILDER or as creating any right title or interest in respect thereof in the BUILDER than an 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 transfees 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 Land Property is free from all encumbrances, attachment, charge, claim or demand whatsoever by or from anyone whosoever and that he has absolute authority, perfect right and indefeasible title to enter into this Development Agreement with the BUILDER

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and that the OWNERS shall not only compensate all and whatsoever loss or damage that may be suffered by the BUILDER because of any defect and/or deficiency in Owner's title and/or possession of the Land Property but shall also be penally liable for causing wrongful loss to be BUILDER and wrongful gain to himself by misrepresentation.

- 8. It shall be obligatory on the part of the OWNERS to become member 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 this accounts or any other account relating to the said land property and the building shall be payable by all the Flat Owners. The Flat Owners Association shall 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 and tenantable 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 24 months with a grace period of 6 month from the date of sanction of plan by DMC subjected to the force majeure clause above. However, delays in account of slow payments fro the intending purchasers may delay the finish of complete building and none of the OWNERS shall not have any claims from the BUILDER in this account.
- 11. The 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 is given.
- 12. The BUILDER should take consent from OWNERS in amalgamating their plot with the neighbors. In such a case the allocation will be proportional to the land property owned by them with owners consent..

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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.

ARTICLE -X: LEGAL PROCEDURES

- 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 proceedings in respect of the title and/or possession of the Land Property.
- 2. The OWNERS gives this Agreement in favour of the Sri SATISH KUMAR VERMA authorized to develop land 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.
- 3. The OWNERS are herewith handing over photocopies/ originals of all the relevant documents regarding title, possession, municipal taxes and other legal papers concerning the land property referred above. The OWNERS further assures and confirms to provide to the BUILDER any other documents required in connection with the said land property within a reasonable time at his expenses
- 4. Courts of DHANBAD alone will have the jurisdiction in all legal maters arising out of or concerning this transaction.
- 5. This agreement is revocable and both parties shall have to abide by all the terms and conditions mentioned herein but in case of necessity the agreement can be amended by restitution.

ARTICLE - XI: SETTLEMENT OF DISPUTE AND ARBITRATION



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- 1. That if any dispute of 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 parties. The arbitral proceedings shall be conducted and shall be governed by the Arbitration and Conciliation Act, 1996.
- 2. The place of Arbitration shall be at Dhanbad.

The First Schedule shove referred to: (LAND PROPERTY)

all that piece and parcel of revenue freehold land measuring an area 12.30 Decimal (7.45 katha-5358 Sq feet) approximate more or less Mouza – Bhelatand Khata CS No.34 C.S.Plot No.1148 RS.Plot No.903/3074 RS Khata No.30 Ward No.22 Holding No., Dist-Dhanbad State of Jharkhand

The Second Schedule above referred to: (Area)

(Part I)

Flats as follows: - (describe in ARTICLE VI- OWNER'S ALLOCATION) or to say 2nd floor entire owner's allocation 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.

(Part II)

Commercial Shops:-

Commercial Shop in Ground floor and 1st floor in the aforesaid building constructed by the said BUILDER as mutually agreed upon. With equal share of owner and developer share in both the floor.

(Part III)

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.

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vers with similar facilities shall be occurred

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The Third Schedule above referred to: (COMMON FACILITIES)

- 1. The foundation, columns, beams, supports, corridors, lobbies, stairs, stairways, landings, entrances and exists:
- 2. Pumps installation, pump room and room for staff or workers if any.
- 3. Common passages, drive ways excepting car parking areas if any.
- 4. Tube well, water pump, water tank or reservoir, water pipes and other common plumbing installations.
- 5. Electrical 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 bulding as are necessary for passage to user and occupancy of flat or flats in common and as are easement of necessity or the building but excluding car parking spaceand areas.

The Fourth Schedule above referred to (SPECIFICATION')

The specifications of the fiats shall be as follows:

FOUNDATION: R.C.C. Column and depestal with anti termite

treatment both in foundation and plinth.

STRUCTURE : R.C.C. Columns/ Beams/ Slabs.

WALLS: 8" thick external and 4"/6" thick internal partition

concrete block masonry. .

FLOORS Smooth and polished vetrified flooring tiles.

DOORS Folded Iron frames with flush/panel type shutters of

Wooden board with laminated on both sides. The

door shall have standard fittings and fixtures.

WINDOWS : Fully glazed ground glass windows with sliding



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Varrelles gap

Aluminium frame and fixed fabricated grills painted with two coats of synthetic enamel paint over a coat of primer.

SHUTTER : ROLLING SHUTTER IN EVERY SHOP

WATER ARRANGEMENT: Connection with deep tube well with overhead tank

and-connected by electric pump.

TOILETS: Tiles on walls upto 7'0" height.&as per suitable

clours and desine Pipes for hot and cold water

provided in both toilet (Geysers not provided)

SANITARY FITTINGS: All C.P. or brass fittings of standard make. White

glazed vitreous sanitary ware. Cistern of white

acrylic fiber glass.

KITCHEN: Marble working platform with ceramic tiles dado up

to 24" height. One additional tap at bottom of the

sink.

ELECTRIC : Concealed conduit copper wiring with standard

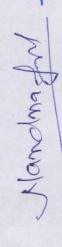
fittings and fixtures (Tube lights, fans and other

under or upon the building enjoyed or

fixtures not provided)

The Fifth Schedule above referred to :(COMMON EXPENSES)

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipment and accessories common areas and facilities including whitewashing, painting and decorating the exterior portion of the said building, the boundary -.sails, entrance, staircase, landings, gutters, rainwater pipes, motor pump, tube well, wiring and installation sewers, drains and ail other common pails, fixtures, fittings and requirements in, under or upon the building enjoyed or used in common by the OWNERS, intending purchasers, co-purchaser or oilier occupiers thereto.





- 2. The cost of cleaning, maintenance and lighting the main entrance, passages, landings, staircase and other parts of the building as enjoyed or used in common by the occupiers of the said etc. if any.
- 4. The costs of working repairs, replacements and maintenance of pumps, tube wells and other plumbing works including all other service charges for services rendered in common to all occupiers.
- 5. Municipal taxes and other taxes and other outgoing etc.
- 6. Insurance of building against earthquake, fire, mob damages and civil commotion etc.
- 7. All electrical charges payable in common for the common portions of the said building.
- 8. All such other expenses including printing & stationery also ail expenses incurred in respect of any dispute with Dhanbad Municipal Corporation, DMC or any other local authority, Government, insurance company or any other persons in relation to or be deemed by the BUILDER or any ad-hoc committee or association of the occupiers to be necessary or incidental to the maintenance and upkeep of the said building.

The Sixth Schedule above referred to:

- 1. The intending purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easements, appendages and appurtenances whatsoever belonging to the said building or (herewith usually held, used, 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, driveways, entrances at all times for all purposes connected with the 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 the purchaser and/or his/her/their/ its servants and employees invitees and/or customers to obstruct in any way vehicle,

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deposit of materials, rubbish or any other things, the free passage of other persons properly entitled to rights of way as aforesaid along with the common passages, driveways, and entrance 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 lacing or cleaning and part or parts of the said flat so far as such rebuilding replacing, 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 hrs. previous notice in writing of the purchasers intention so to enter to the Builders/Owners/co-purchaser/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 copurchasers and/or occupiers of other part or parts of the said building

- 1. The right of flow in 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 in under through or over the said flat and so far as may be reasonably necessary for the beneficial use occupation and enjoyment of other parts of the building.
- 2. The right of protection of other part/parts of the said building or ail parts of the said flat as far as the same can or does normally protect.
- 3. The right as would otherwise become vested in the purchaser by means of any structural alteration to the said flat or otherwise in any manner to lessen of diminishes any support enjoyed by other parts or part of the said building.

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parts of the said building or all parts of the

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4. The right with or without workmen and necessary material to enter from time to time upon the said flat for the purpose of rebuilding, repairing, cleaning or replacing so far as may be necessary such pipes, drains, wires and conduits as aforesaid provided always that save in case of emergency the BUILDER, copurchaser and occupiers of other part or parts of the said building shall give to the intending purchaser at prior 48 hrs. Written notice of its or their intention for such entry as aforesaid.

Be it noted that no consideration has been received by owner . F

Witnesses:

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Signature of the First Party

(2)

Son of B.N. B.N. Pradaul
add > Sirun pur Dnanbaul
add > Sirun pur Dnanbaul
8864041116

Signature of the Second Party

Satyendra Pandit Notary Dhanbad

Authonseo u/s 297 (i) (c) of the Cr. P.C. 1973 (Act No 11 of 1974) & u/s (8) (1) of the Notaries Act 1952 (Act No 53 of 1952)

Identified by Nilent goel Advocate

NOTARY