

खनिज क्षेत्र विकास प्राधिकार, धनबाद।

पत्र नं. - १४५९७/१० वि०

सेवा में

श्री - श्रीधर सिन्हा, श्रीधर सिन्हा एवं अन्य  
पिता-श्री विमलकान्ति सिंह एवं अन्य,  
श्री चन्दन सिंह। आम मुकतार।  
पिता-श्री विमनाथ सिंह,

पता - तुर्की तर्कुर सोड, मनोरमनगर, हीरापुर,  
धनबाद।

धनबाद, दिनांक २१/११/१३

विषय- आवासीय / व्यवसायिक / औद्योगिक / संस्थागत भवन निर्माण हेतु गृह प्लान केश नं०  
बी० डी० - २६०/१३-१४ संबंधी आपके आवेदन दिनांक ४.७.१३ के संबंध में।

महोदय,

आपके आवेदन, दलील संख्या - ४५८६, ९९०६, २८६ दाखिल खारिज अभिलेख संख्या ३७१२११११, २३८१  
११-१२-१२-१३ जमाबंदी संख्या ५९५४, ५०६९ से निर्मित लगान रसीद वर्ष ११-१२, १२-१३ की अभिप्रमाणित प्रति  
शपथ पत्र एवं Indemnity Bond एवं तकनीकी सदस्य द्वारा किए गए अनुशासक के आलोक में आपके द्वारा प्रस्तुत  
आवासीय/व्यवसायिक/औद्योगिक/संस्थागत भवन संबंधी बी० डी० केश नं० २६०/१३-१४ के नक्शे की  
स्वीकृति प्रबंध निदेशक, खनिज क्षेत्र विकास प्राधिकार, धनबाद द्वारा प्रदान की गई है।  
निर्देशानुसार सूचित करना है कि हीरापुर-०७ मीजा अन्तर्गत खाता नं० ०५  
प्लॉट नं० ७३८ रकबा १० एकाड़ी भूमि पर स्वीकृत नक्शे के अनुसार लाईसेंस  
अभिपन्ना श्री अजित कुमार की देख रेख में कार्यारम्भ के पूर्व निर्धारित प्रपत्र में  
अधोहस्ताक्षरी को कार्यारम्भ की जानकारी उपलब्ध करायेगे।

स्वीकृत नक्शे के अनुसार अधिकतम २ वर्षों में कार्य पूर्ण कर अधिनियम के तहत निर्माण पूरा होने की लिखित  
जानकारी अधोहस्ताक्षरी को उपलब्ध करायेगे।

प्रबंध निदेशक के लिखित पूर्वानुमति के बगैर किये गये किसी भी विघटन निर्माण को नियमित नहीं किया जा  
सकेगा, बल्कि उसे तोड़ना ही एकमात्र विकल्प होगा।

खनिज क्षेत्र विकास प्राधिकार के संबंधित पदाधिकारी से निर्माण कार्य का निरीक्षण समय समय पर कराना  
सुनिश्चित करेंगे।

आप स्वीकृत नक्शे में दर्शाये नाली से हटकर अन्य नाली का निर्माण नहीं करेंगे।

गाढ़ा भवन विनियम के दायरे में आवासीय/व्यवसायिक/औद्योगिक/संस्थागत भवन निर्माण हेतु स्वीकृत  
नक्शा, स्वत्व, अधिकार एवं दखल का प्रमाण नहीं है।

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

जल संरक्षण एवं पर्यावरण सुरक्षा हेतु आवश्यक प्रबंध के लिये आप स्वयं जिम्मेदार रहेंगे तथा स्वीकृत आदेश  
राज्य सरकार/नेशनल बिल्डिंग कोड के अद्यतन आदेशों, निर्देशों एवं प्रावधानों से स्वतः प्रभावित होगा।

आवेदक द्वारा उपकर के मद में २५/- कुल रु० ३५,२००/- जमा किया गया है। शेष राशि आवेदक  
द्वारा सहायक श्रमायुक्त धनबाद के कार्यालय में जमा करना स्वयं सुनिश्चित करेंगे।

नगर निवेशक/तकनीकी सदस्य  
खनिज क्षेत्र विकास प्राधिकार  
धनबाद।



झारखण्ड JHARKHAND

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Saileswar Sinha

Sati Sinha

Someshwar Sinha

अंशुमति मित्रा

Aakriti Infrastructure  
Projects Pvt. Ltd.

पार्वती मित्रा

Jugnu Ghosh

Director

8/5/13

PRINCIPAL DEVELOPMENT AGREEMENT

THIS PRINCIPAL DEVELOPMENT AGREEMENT is made on this 8<sup>th</sup> day of May'2013 By and Between (1) SAILESHWAR SINHA (2) SOMESHWAR SINHA both sons of Late Bimal Kanti Sinha (3) SMT. ALOKA MITRA W/o LATE HIMANGSU SHEKHAR MITRA (4) SMT. PARBATI MITRA W/O SRI GOURI SHANKAR MITRA (5) SMT. JUGNU GHOSH W/O LATE SRI SHANKAR GHOSH AND (6) MISS. SATI SINHA ALL daughters of LATE BIMAL KANTI SINHA, all by faith



S.No... 1365 Date 8/5/13  
 Name... Ankriti Infrastructure &  
 S/o, W/o... Projects Pvt Ltd  
 At...  
 P.S...  
 Value of Stamp... 100/- Dhaka  
 Through...  
 Part of Stamp

Ashish Kumar Roy  
 S.V. Dibrugarh L. No. 12/85/

SECRET



Faint handwritten notes and scribbles

Saileswar Singh

Hindu, by caste Kayastha, by occupation No. 1 & 2 Retired, No.3 to 5 Housewife and No. 6 Unemployed, all residing at Manoram Nagar, Hirapur, Dhanbad, P.O., P.S. & District Dhanbad, hereinafter called the LAND OWNERS/FIRST PARTY of the FIRST PART.

AND

M/S AAKRITI INFRASTRUCTURE AND PROJECTS PVT. LTD., having its Registered office at B-201, K.P. Enclave, Bandhgari Dipatoli, Ranchi, P.S. Sadar & District Ranchi, in the State of Jharkhand, represented through its Managing Director SRI CHANDAN SINGH son of Shri Shiv Nath Singh, resident of "CHANDAN ABHISHEK", Manoram Nagar, Luby Circular Road, P.O., P.S. & District Dhanbad, Jharkhand, hereinafter called the DEVELOPER/SECOND PARTY of the SECOND PART.

IN THIS AGREEMENT - unless it be contrary to or repugnant to the context the terms or expression aforementioned shall mean and have the following meanings :-

1. A i) LAND OWNER shall mean the owners above named and

Saileswar Singh  
Somenwar Singh

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मनोरम सिन्हा  
Jugnu Ghosh

Sati Singh  
Aakriti Infrastructure  
Projects Pvt. Ltd.

Director

Sauleswar Sinha

includes their legal heirs, successors, in interest, executors, administrators, legal representatives and other assigns.

- ii) LANDED PROPERTY means the land measuring more or less 8 ½ kathas more or less and includes land building structure etc., which stands morefully and particularly described in schedule A below.
- iii) BUILDING - shall mean the new Multi-storied building named "SARVAMANGALA TOWER" to the constructed at the aid land in accordance with the plan to be sanctioned by the MADA.
- iv) "RESIDENCY" consisting several units for residential use to be constructed on the land given in schedule 'A' of this deed by Developer at its own cost and expenses as per plan annexed herewith duly sanctioned by Competent Authority of MADA.

Sauleswar Sinha  
Someswar Sinha

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নন্দকান্তি রায়  
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Director

v) DEVELOPER - shall mean the above named Second Party and its legal representative, successors, executors, administrators and assigns duly registered by the competent authority vide Reg. No. \_\_\_\_\_ dt. \_\_\_\_\_ UNIT / FLAT - shall mean a covered area available for independent use and occupation for residential purpose i.e. entire covered areas as per sanctioned building plan/ map by Competent Authority MADA Dhanbad and shall include the plinth area.

Whereas in this agreement unless it be contrary or repugnant to the subject or context.

i) OWNER shall mean the owners above named and their heirs, executors, administrators, legal representative and/or assigns holding sound title.

ii) DEVELOPERS shall mean the developer above named and its successor or successors and/or assigns.

iii) LAND shall mean the land morefully described in the schedule 'A' herein written.

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Director

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Someswar Sinha

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সরস্বতী সিং  
Jugnu Ghosh,  
Sati Sinha

iv) PROPOSED BUILDING shall mean the Multi-storied premises to be constructed at the said land in accordance with the plans to be sanctioned by the Mineral Area Development Authority.

v) PROPOSED BUILDING shall mean the Multi-storied premises proposed to be constructed at the said land in accordance with the plans to be sanctioned by the Mineral Area Development Authority.

vi) "THE PLAN" shall mean the plan as sanctioned by the Mineral Area Development Authority and include any amendments and additions time to time sanctioned by the related authority.

vii) "ARCHITECT" shall mean such Architect or Architect or as may be appointed from time to time for the project at the said premises.

viii) SALEABLE AREA shall mean the space in the proposed building available for independent use and occupation inclusive of the proportionate share of

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Jugnu Ghosh

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Director

the space required for the common portion and/or common facilities.

- ix) THE OWNERS PORTION OF THE PROPOSED BUILDING shall mean and include 34% of the covered area as well as in ground or basement for the parking space upto \_\_\_\_\_ area excluding the common area to be demarcated in red on a copy of sanctioned plan in the land comprised in said premises and the right to user of the common portion and/or common facilities in the proposed building. The specification of construction of owner portion have been set out in schedule hereunder.

2. "THE DEVELOPER PORTION OF THE PROPOSED BUILDING" shall mean and include the rest properties/portion other than of the owner's portion of the proposed building.

- a) The entire saleable area save and except schedule 'D' of the constructed super built-up area as in schedule 'C' the proposed building together with the right, title, interest or common facility and amenities

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Sati Sinha



inclusive of right of user or easement thereof parking space with undivided share of land after providing and allotted owner's share.

3. "COMMON PORTION" shall mean the common parts and/on portion and/or facilities in the proposed building which are meant for common use and enjoyment of the owner and/or occupiers of the proposed building.

B. BY virtue of the documents and/or otherwise as morefully described in the schedule 'A' hereunder written the owners become the absolute owner of the said land free form all encumbrances.

C. The owner have represented to the Developer as follows:-

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That the First Party are the exclusive possession and absolute owners of the said land free from all encumbrances.

ii) That the owners have handed over khas possession of the said land to the Developer on 08.05.2013.

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Somnath Sinha

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Jugnu Ghosh,

iii) That neither the said land nor any portion thereof is at present affected by any acquisition alignment proceedings of any authority or authorities under any of the laws for the time being in force.

4. No person other than the owner has any right, title and interest in respect of the said land.

5. The land of the owner is fit for construction of the proposed building on the land in question.

6. The owners have fully and sufficiently entitled and competent and have right to enter into this agreement.

D. The owner desirous of construction the proposed building on the land in question and as such approached the Developers for the same.

E. The parties have hereby agreed to reduce in writing the following terms and conditions and agreed by and between the parties hereto relating construction of proposed building on the land in question and transfer thereof.

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Jugnu Ghosh.

NOW THIS AGREEMENT WITNESSETH :-

1. The owners agrees to appoint and do hereby appoint the Developer as the Builders for construction of the proposed building at the said land on the terms and conditions hereinafter contained.
2. The owners does hereby also agreed to sell, transfer, convey and assign to the developer the Developer's portion of the proposed building in the manner as may be required by the Developer subject to the delivery of possession to the owners so for their specific portion is concerned as given in schedule B.
3. The sale shall be completed by such number of transfer documents as may be required by the Developer and of such portions and/or share of the land comprised in the said premises and/or the proposed building as the Developer may at its absolute discretion think fit and proper so long as the Developer gets transferred to itself and/or its nominees and/or transferees the

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Somnath Sinha

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सत्यजीव घोष Sati Sinha  
Jugnu Ghosh.

entirely of the interest of the owners in the Developer's portion of the proposed building in the manner suggested by the developer to the owner.

4. That if so required by the Developer the owner shall join as Vendor and/or confirming party as may be required by the Developer in any and/or all the Agreement Conveyance and/or other documents of transfer that the Developers may decide to enter into with any person or persons who desire to acquire flats or portion in the proposed building to the extend of proportionate share in land.

5. That all amount receivable under such agreements and/of other documents in respect of the Developer's portion of the proposed building shall belong to and received only by the Developer.

6. That, all cost of stamp duty and registration charges on such writings agreement conveyances and/or other transfer documents shall borne and paid by the

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Director

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Developer and/or its transferees and/or their respective assign.

7. That after the execution of this agreement the Developer deemed to be possession of the land in question. The owner have as aforesaid, already made over vacant possession of the land, in question to the developers and shifted tenanted premises of monthly rental of Rs. . That the Developer would pay a lump sum payment of Rs. 1,20,000/- (Rupees One lakh twenty thousand) (P & C) to the owner towards the rent of rented premises to be adjusted in every month.

8. That such possession by the Developer shall not be deemed or claimed to be in part performance of their agreement under the provision of section 53A of the Transfer of Property Act 1882.

9. That the Developer would surely file plan for proposed construction before the MADA and expedite for speedy sanction so that construction work should be commenced at the earliest.

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Jugnu Ghosh

10. That to apply by Developer for and obtain quotas, entitlement and/or other allocation of or for cement, steel, bricks and other construction materials as may be allocable for the construction of the proposed building.

11. To apply for and obtain temporary and/or permanent connection for electricity, gas, water, power and/or other connection and/or lines for essential service and/or utilities required in and/or for the proposed building and/or any part thereof.

12. All cost for carrying out the rights and/or entitlement of the developer in terms hereof as aforesaid shall be borne and paid by the developer absolutely.

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13. The owner shall forthwith on being required by the developer sign, execute and deliver documents as may be required by the developer to enable the developer

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to carry out - effectually the right and/or entitlement of the developer hereunder.

14. The developer shall proceed expeditiously with the preparation and sanction of the plans and construction of the proposed building and shall complete the construction of the proposed building within three years from the date of sanction of plans subject to force majored reasons in which events the time to complete the construction of the proposed building shall reasonable stand extended from time to time as mutually agrees but not exceeding six months from the expiry of three years.

15. The consideration for the purpose herein shall be the total construction cost of the owner's portion of the proposed building. All cost of construction of the owners portion of the proposed building shall be incurred by the Developer on behalf of owner and be incurred by the Developer on behalf of owner and all such payment shall be deemed to be payments towards

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Director

Satishwari Sinha

Jayneswar Sinha

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the consideration herein and would fully discharge the developer from its liability towards payment of the consideration once the construction of the owner's portion of the proposed building is completed and handed over to the owner. The certificate of the architect regarding the completion of construction of the building shall final and building on the parties hereto some relevant features specification of construction of owner have been setout in schedule (E) hereunder should not be substandard in all respect including installation of electricity connection water pumps fittings sewerage and drainage connection, plumbing and sanitary fittings as well as also over head and underground water tanks within the stipulated time from date of sanction of the building plan.

16. On construction of the proposed building the owner shall become entitled to exclusive use and occupation of the saleable area comprised in owner's portion of the proposed building and the Developer shall put the owner in undisputed exclusive possession thereof.

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Director

Satish Kumar Sinha  
Samesaran Sinha

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Jugnu Ghosh.



17. At any time after the redelivery of possession of the owner's portion of the proposed building the owner shall be entitled to transfer and/or otherwise deal with the same in such manner as the owner may at his absolute discretion thing fit and proper.

18. The parties hereto shall sign execute and perfect all such deeds documents and/or other papers and writing as may be necessary and may be required by the owner to enable the owner and/or his nominee/assign to become the absolute owner of the owner's portion of the proposed building with absolute right to use, occupy and enjoy the said owner's portion of the proposed building.

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19. The owner shall deliver to the Developer all certified copies of Title Deeds/documents in connection with the said land as are morefully mentioned and described in the schedule hereunder written the said Title Deeds/documents shall remain in the custody of the Developer.

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জগনু গোস্বামী Jugnu Ghosh

20. That in case this agreement legally stands cancelled for any reason whatsoever. Then in such events, the said title deeds/documents of the said land shall be delivered back by the developer to the owner forthwith.

21. It is mentionable that the plot no. 738 under Khata no. 5 of Mouza no. 7 area 32 decimals originally belonged to Smt. Sarbamongala Sinha wife of Bimal Kanti Sinha who were acquired the same by virtue of two Registered Sale Deed dt. 20.05.1959 deed no. 4586 and Deed dated 15/12/1949 being sale deed no. 9906 and after purchase she constructed her residential house mutated her name in the C.O. Dhanbad as well as Dhanbad Municipality and remained exclusive possession thereof as absolute owner so long she was alive. That during the lifetime Smt. Sarbamongala Sinha gifted certain property to her daughter and some property also transferred and she retain possession of 8 ½ katha of land with her residential house lived with

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Director

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her sons and she in presence of her three married daughters Smt. Aloka Mitra, Smt. Parbati Mitra, Miss. Sati Sinha and Smt. Jugnu Ghosh 8 ½ kahta of land with house and Smt. Sarbamangala Sinha died and the schedule A property owned and possessed by the First Party as absolute owner. They applied for mutating their name in the office of C.O. Dhanbad which has been mutated.

22. The land owner agrees that they will execute and give a separate Registered General Power of Attorney under the terms and conditions of this agreement in favour of the developer or his nominee so that no hindrance obstruction in execution of the construction of the building. However, the owner may cancel the Power of Attorney in case of any breach by Developer.

23. The Developer is not allowed to mortgage the said property or any portion thereof with any financial institutions to obtain loan or for any other purpose without land owners written approval/consent of owner

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Sameswar Sinha

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and in case at the time of sale of flat so far portion of the builder is concerned, the intending purchaser may borrow/mortgage or take loan of that portion.

24. In case the developer fails to complete the construction of the proposed building within three years from the date of execution of the agreement. However, further period may be extended by the party maximum three months and in the event of failure to complete construction, the Developer shall be liable for damage of Rs. 10,000/- (Rupees Ten thousand) only per month for next six months after stipulated period thereafter penalty applicable Rs. 40,000/- (Rupees Forty thousand) per month till the completion.

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Director

25. That all disputes and differences of any manner relating to and/or arising out of the provision herein contained shall be resolved by Arbitration. The parties hereto may refer their disputes to sole arbitrator jointly appointed by them and in case they do not agree upon a sole Arbitrator then party hereto

Saitaswaran Sinha  
Sommeswar Sinha

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জগদীশ গোস্বামী  
Jugnu Ghosh.

shall have the liberty to nominate one Arbitrator each and the said Arbitrator shall jointly appoint an Umpire before entering into the reference so that in case there is divergence of opinion between the Arbitrators, they may be.

26. Notwithstanding the foregoing provisions, the right to sue of specific performance of this agreement/contract by one party against the other as per the terms of this agreement shall remain unaffected.

Schedule 'A'

All that piece and parcel of land in Mouza Hirapur (No.7) S. Khata no. 5, Plot no. 738 area 8 ½ katha situated at Hirapur, Manoram Nagar, Holding no. 27/07 of Ward no. 7, P.S. Dhanbad, District Dhanbad, State Jharkhand having permanent heritable and transferable Chapperbandi right, which butted and bounded as follows:-

North : Dr. Late Ramdas Ghosh

South : Road & thereafter Dhanbad Jail

East : C.P. Singh

19

Saleswar Sinha  
Someswar Sinha

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ନିର୍ଦ୍ଦେଶକ  
Jugnu Ghosh

Sati Sinha

Aakriti Infrastructure  
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Director

West : Shyam Bihari Sharma

Schedule 'B'

Land owner's share in lieu of the land provided by land owner to the Developer for constructing the Multi-storied building the Developer shall give 34% super built up area to the land owner out of schedule 'A' property together with all common facilities and amenities of the proposed building. The roof right always be retained by the land owner and Developer as mentioned in schedule 'C' below.

Schedule 'C'

DEVELOPER'S SHARE

The Developer's share shall be 66% of the proposed multi-storied residential building with undivided share of land and all common facilities and amenities of the proposed building after allotment of the owner's share as mentioned in schedule 'B' above and roof right shall same ration of both the parties but there would be no construction rather entire roof will be open for use of parties but the builder

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20

Souleswar Sinha  
Somsankar Sinha

ଅକ୍ଷୟ ଶର୍ମା  
Jugnu Ghosh.  
sati' sinha

has got liberty to construct Tank, Lift room and safety room etc. for the benefit of the complex.

Schedule 'D'

The common portion

1. Staircase on the floors of the proposed building.
2. Staircase and the lift landing on all floors of the proposed building.
3. The common paths, passages and areas in the land comprised in the said premises and in the proposed building (exception 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. Drive way and lobby in the basement floor and/or the ground floor of the proposed building (save and except the car parking spaces demarcated by

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Soulenar Sinha  
Somnagar Saha

21

সত্যেন্দ্র সিংহ  
সত্যেন্দ্র সিংহ  
Jugnu Ghosh.  
Sati Sinha

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 connection including suitable disposal of sewerage.
7. All electrical connections, installation, wiring, meters and fittings (excluding only those that are installed within the exclusive area of any flat in the proposed building and exclusively meant for its use)
8. Tube wells and their installation if any.

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Schedule 'E'

Specification for the Building

Foundation	:	RCC
Structure	:	RCC frame structure.
Walls	:	Fly Ash/Red Bricks Masonry.
Wall Finish	:	Plaster and POP.

Saileswar Singh  
Someshwar Sarda.

22

अकृति इन्फ्रा  
प्रोजेक्ट्स प्राइवेट लिमिटेड

Jugnu Ghosh.

Sate' Sinha



Floors : Marble/Ceramic Tiles.  
 Windows : Aluminium Glazed windows of standard  
 make  
 Toilets : Tiles and standard fittings.  
 Kitchen : Hind Ware or equivalent  
 Sanitary fitting: Counter Marbles, Stainless Steel Sinks  
 Electricals : Anchor or equivalent  
 Water supply : Through deep Tub well  
 Other : Lift, Generator.

In witness whereof the parties out of their free will and  
 desire put their signature after going through the contents  
 of this agreement

sati sinha Souleswar Saha  
 Souleswar Saha  
 Jugnu Ghosh

Witnesses:

- 1.
- 2.
- 3.

Signature of the 1<sup>st</sup> Party

Aakriti Infrastructure  
 Projects Pvt. Ltd.  
 Signature of the 2<sup>nd</sup> Party  
 Director  
 8/05/13



**POSSESSION LETTER**

To,  
Mrs. Nilu Singh and Mr. Dhananjay Singh  
R/o Flat no. 109, Vasundhara Palace  
Ashiana main road, Patna-25

Subject: Possession of Flat/unit no. 2/B at 2nd floor of multi storey building called "SARVAMANGLA TOWER"

Dear Sir/Madam,

In pursuance of agreement dated 25/09/2014, we are pleased to hand over to you flat no. 2/A at more fully described below, of multi-storey building called "SARVAMANGLA TOWER".  
The rules and bye laws of the society of the said apartment /building/govt. policies and taxes shall be building upon you and after receiving this letter you will have no claim in any other structure/building/s and /or other construction space unallotted to you.

**Details of the Property are as follows:-**

**Flat no: 2/B**

**Floor:- 2st floor super built up area-1355 sqft.**

And one car parking space in the ground floor(basement) with undivided share of land of the said apartment construction over C.S.khata no.5, Plot No.738 area 10 kattha. situated at mauza hirapur p.s.dhanbad,, dist-dhanbad

Please acknowledge the receipt of this letter  
Thanking you,

**Declaration by purchaser**

I have accepted the Flat no:2/B at 2nd floor as per terms of agreement dated 25/09/14 as mentioned in the specification, and mentioned above. I do not have any grievance against the builder in respect of material used in the said building. I have also no right in the other construction area of the said building and/or complex except the area of flat allotted to me along with one parking. I am fully satisfied regarding the construction of the said apartment. In future I will not claim against the builder in respect of the said Flat no:2/B at 2nd floor from this date 16/10/2015

**Signature of purchaser**

**Signature of builder**

Aakriti Infrastructure  
& Project Pvt. Ltd.

16/10/15  
Director

**Contact Info:**

B-201, K. P Enclave, Opposite Army, Gate No.2  
Dipatoli Ranchi (Jharkhand), Phone 0651-6000081  
Mobile 9431126240, 9334009330 www.aakritiprojects.com