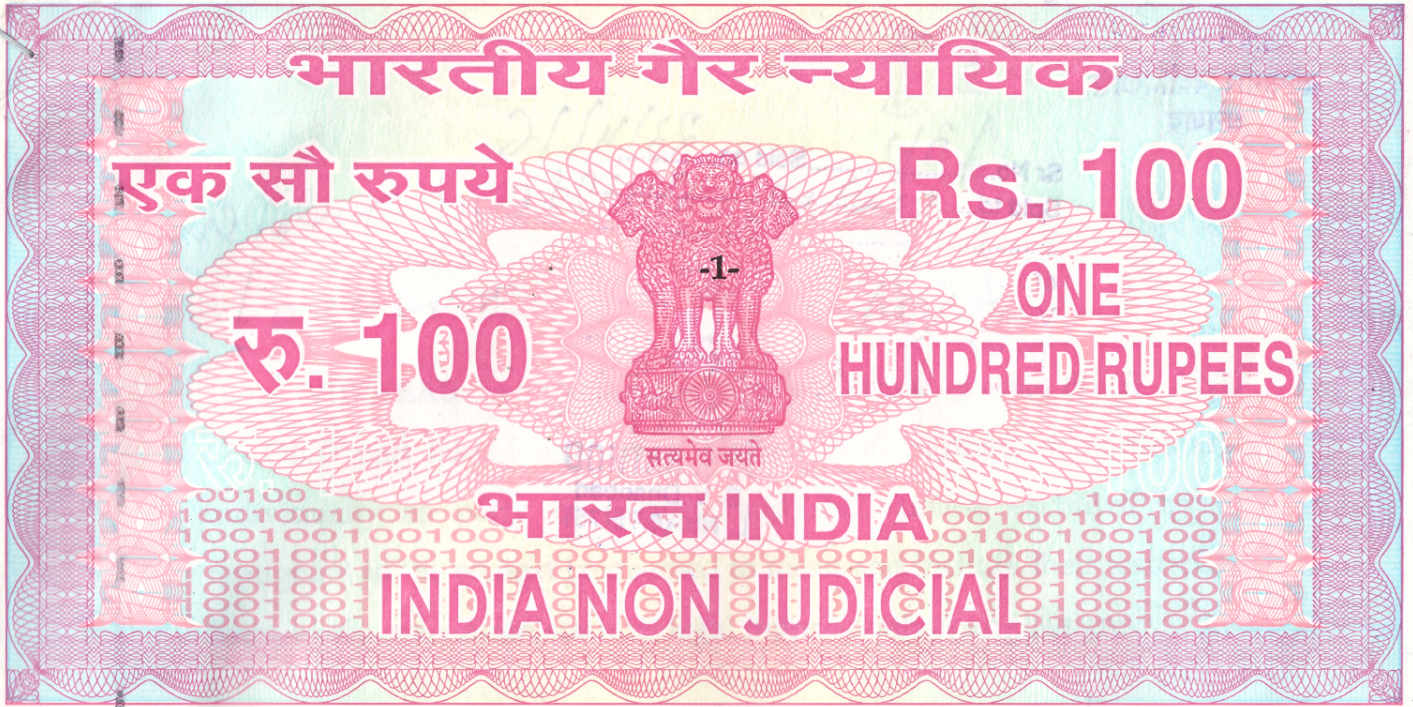


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झारखण्ड JHARKHAND

C 130515

Manoj Kx Pandey
Dhananjay Kumar

S.No. 29 Date 13 JUL 2017

DEED OF PARTNERSHIP

This Deed of Partnership is made on this the 25th day of MAY Two Thousand Sixteen at Dhanbad, BY & BETWEEN : **MANOJ KUMAR PANDEY**, S/o. Sri Udit Narain Pandey, by faith Hindu, by occupation - Business, resident of J.C. Mallick Road, Hirapur, P.O. & P.S. - Dhanbad, Dist. - Dhanbad, State - Jharkhand, Pin-826001, hereinafter called and referred to as the **ONE PART.**

-AND-

SRI DHANANJAY KUMAR, S/o. Sri Ramadhar Yadav, by faith Hindu, by occupation Business, resident of Gandhi Road, Dhanbad, Dist. - Dhanbad, State - Jharkhand, Pin-826001, hereinafter called and referred to as the **SECOND PART.**



Contd....2

धनबाद कोषागार

कोषागार पदाधिकारी
धनबाद

Sr No. 1011 Sold on 23/11/76
Sold to H. T. Rathod Builder & Developer
of
Value Rs. 1000000
Through
Part of 23/11/76

H. T. RATHOD
S. V. Dhanbad
L. No.-(6/75-76)

130512



Manoj Kr Pandey
Dhananjay Kumar

WHEREAS hereinafter the above parties of the FIRST AND SECOND part have jointly been referred to as partners or parties and individually as party or partner, and shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns.

AND WHEREAS the parties above noted on 25th day of MAY, 2016 have agreed and consented to carry on the business of trading and dealing of properties, all types of construction work, land and developers of land, properties, malls, buildings etc. for sale under the name and style of NATARAJ BUILDER & DEVELOPERS, having office at Near Subhash Nagar, J.C. Mallick Road, Hirapur, Dhanbad, P.O., P.S. & Dist. - Dhanbad, C/o. Manoj Kumar Pandey, J.C. Mallick Road, Hirapur, Dhanbad, Dist. - Dhanbad, Pin-826001 (Jharkhand). The firm will do all such acts or things which are necessary, incidental, ancillary and otherwise conducive to the attainment of the aforesaid subject.

AND WHEREAS in order to safeguard their respective right, title and interest against any misunderstanding and disputes that may arise in future they have agreed to execute a formal instrument of partnership containing the terms and conditions under which the business will be carried on

NOW THIS DEED OF PARTNERSHIP WITNESSETH AND PARTIES HERETO MUTUALLY AGREED AS HERE UNDER :-

1. That, the partnership business will be carried on under the name and style of NATARAJ BUILDER & DEVELOPERS and/or under



Manoj Kumar
Devaraj Kumar

such other name and style as may be agreed upon by the partners.

2. That, the partnership business has commenced and will be deemed to have been commenced on and from 25th day of MAY, 2016 and will be treated as partnership at Will.
3. That, the main business of the partnership firm will be to pursue business of trading dealing of properties. All types of construction work, land and developers of land, properties, malls, buildings etc. in the state of Jharkhand and other states. The firm will do all such things which are necessary, incidental, ancillary and otherwise conducive to the attainment of the aforesaid subject. The partners, however, may do any other business as may mutually be agreed upon between them from time to time.
4. That, the partnership business shall be carried on in the name and style of NATARAJ BUILDER & DEVELOPERS (hereinafter referred to as the firm) having its Head Office at Near Subhash Chowk, J.C. Mallick Road, Hirapur, Dhanbad, Dist. - Dhanbad, Pin-826001 (Jharkhand). However place can be shifted or open new branch or close the branches can be started at any other place or places as may decided from time to time as per the requirement of the business.

5.

That, whatever amount of capital is and will be necessary for carrying on the business of the partnership will be contributed or withdrawn by the parties in the manner, convenient to them with



Manoj Kumar Pandey
Dhananjay Kumar

consent of the parties only. They may also arrange for loans from banks and financial institution on such terms as may be decided by them from time to time.

6. That, if the firm remains in profit, simple interest @ 12% per annum on the capital invested by the partners hereto shall be paid to them subject to availability of profit before paying interests and remuneration to partners, However, the partners may alter, change, vary, increase or reduce the rate of interest as may be decided amongst them from time to time.
7. That, all the partners shall be working partners and shall be paid remuneration for the services rendered by them for the purposes of business of the firm which will be directly related to the book profit of the firm and the remuneration payable to the partners shall be divided amongst them in equal proportions.

However, the partners may alter, change, vary or modify the system of calculation of remuneration as may be decided amongst them from time to time.

8. That, the financial year will be the accounting year of the firm at the end of each accounting years, the profit or loss will be determined after providing for all the outgoing expenses and such net profit or loss of the firm will be divided amongst the partners in the following proportions :-

- (1). Manoj Kumar Pandey 50%
- (2). Dhananjay Kumar 50%



Manoj K. Pandey
Dharam Singh Kumar

9. That, the books of accounts of the partnership business shall be kept and maintained at the principal place of business and the same shall be kept regularly posted up. As the end of each accounting year on 31st March of every year, an account shall be taken up of all Assets and liabilities of the partnership and a balance sheet and profit and loss statement shall be prepared. The profit or loss as determined at the end of each accounting year shall be distributed between the partners in proportion to their respective share as laid down in clause 8, Each partner shall have free access to books of accounts at all reasonable times and shall be at liberty to take such extracts there from, as he may think fit.
10. That, the partners hereto shall be entitled to draw such sums of money out of the business for their personal and private purpose as may mutually be agreed upon by and between the parties/partners only.
11. That, the parties/partners hereto shall open the bank account in any bank or banks in the name of firm and the said account shall be operated by the partners jointly or severally only and to draw, endorse and negotiate cheques, bill of exchange and other negotiable instruments in the name of the firm and also to give valid discharge for payment received on behalf of the firm.
12. That, all the important decisions will be taken by the parties by mutual consent, whereas in the case of crisis the decisions of all the parties shall prevail.



Manoj K. Pender
Amardeep Kumar

13. That, none of the partners in case of any dispute amongst them shall be entitled to lockup the business premises of the partnership and shall not be entitled to close the business or freeze the bank account of the partnership. In case any of the partners does so, he shall be liable and responsible for his such activities.
14. That, the parties hereto shall carry on business of the firm to the greatest common advantage, be just and faithful to each other and render true and correct accounts and full information of all things affecting the firm or any of the partners. The partners shall be held responsible for all the acts, deeds, working and operations of the business and shall indemnify the firm and keep it and the assets of the firm harmless, protected and free from and against any legal proceedings, attachment etc.
15. That, the parties hereto shall pay their individual debts, punctually and regularly and shall indemnify the firm and keep it and the assets of the firm harmless, protected and free from and against any legal proceedings, attachment etc. in respect of their individual debts.
16. That, no partner will during the continuance of the partnership do any of the following except with the written consent of the other partner.
 - (a) Apply the partnership firm in speculative transactions.
 - (b) Acknowledge a debt so as to extend the period of limitation against the firm.



Manoj K. Pandey
Dharam Singh Kaur

- (c) Admit a liability against the firm.
- (d) Assign, mortgage, transfer or shall his share in the partnership firm.
17. That if in the best interest of the firm, admission of a new partner or partners be deemed advisable, the parties hereto may admit any partner or partners, on the terms and conditions as may then be agreed upon between the existing partners and incoming partner or partners.
18. That, in case of any partner wants to retire from the business he can do so by giving three months notice to other partner or partners of his intention to do so and in that event the remaining partner or partners shall be entitled to carry on the business in the same name and style, the retiring partner shall give 1st preference to the other partner to sell his share and if the remaining partner refuse to purchase then he shall sell his share of outsider.
19. That, in case of demise, god forbid, of any of the partners, his legal heir or heirs shall be included in place of the deceased partner and in that event the partnership will be deemed to have been re-constituted if so facts.
20. That, the parties hereto shall always be at liberty to change alter or modify any of the terms, conditions and covenants of this partnership with their mutual consent in writing.



21. That, in the event of any dispute, difference or question arising between the parties hereto on the meaning, scope or interpretation of any of the terms and conditions of this Deed or on any matter or thing arising out of it or touching or concerning this deed at any time, shall be settled by reference to arbitrator or arbitrators to be appointed by the partner or partners hereto by mutual consent and the decision given by the arbitrator or arbitrators shall be final binding upon the parties hereto.
22. That, in all matter not provided for in this partnership deed, the provision of the Indian Partnership Act, 1932 as amended for time to time shall apply.

IN WITNESS WHEREOF the parties hereto while in their sound health and perfect mind after due consideration and out of their own free will and consent do hereunto set and subscribe their respective hands on the day, month and year first above written.

WITNESSES :-

1.

Manoj Kumar Pandey

(Signature of Manoj Kumar Pandey)

2.

Dhananjay Kumar

(Signature of Dhananjay Kumar)



**NOTARY
DHANBAD**

Authorised
u/s 297 (1) (c) of the Cr PC 1973
(Act No. 11 of 1974) & u/s (8) (1)

ASinha
(Adv)

13/7/17

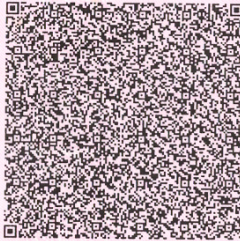


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Jharkhand

e-Stamp

Certificate No. : IN-JH06536184004633P
Certificate Issued Date : 17-Jul-2017 04:31 PM
Account Reference : SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB
Unique Doc. Reference : SUBIN-JHJHSHCIL0109373823666486P
Purchased by : NATARAJ BUILDER AND DEVELOPERS : MANOJ KUMAR PANDEY
Description of Document : Article 46 Partnership
Property Description : N A
Consideration Price (Rs.) : 0
(Zero)
First Party : MANOJ KUMAR PANDEY
Second Party : AS APPLICABLE
Stamp Duty Paid By : MANOJ KUMAR PANDEY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Ashwini Kumar Mandal
Dhanraj Kumar
Manoj Kumar Pandey

-----Please write or type below this line-----
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at DHANBAD on this the 21st day of July 2017

BY AND BETWEEN



Sri Ashwini Kumar Mandal, S/o Late Sudha Kristo Mandal, by faith- Hindu, by Caste- Mandal, occupation- Service, resident of Mandal Basti, Dhaiya, P.O. ISM, Sub Registry Office and District Dhanbad (Jharkhand) hereinafter called and referred to as "LAND OWNER" 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. (Indian Citizen).

VO 0004262292

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NATRAJ BUILDERS & DEVELOPERS, J.C. MALLICK, ROAD, HIRAPUR DHANBAD, P.S. & Dist- Dhanbad, represented by (i) Dhananjay Kumar, S/o Ramadhar Yadav, R/o Gandhi Road, P.S. Dhansar, Dist- Dhanbad, and (ii) Manoj Kumar Pandey, S/o Late Udit Narayan Pandey, R/o J.C. Mallick Road, Hirapur, Dhanbad, P.O., P.S. & Dist- Dhanbad the "BUILDER/DEVELOPERS" (which expression shall, unless excluded by or repugnant to the context be deemed to mean and included its successors and assignees) of the SECOND PART".

WHEREAS the landowner has absolutely signed and possessed by way of inheritance the piece of land measuring an area 10 Kathas of lands in Plot No. 4235 bearing Khata No. 78 in Mouza- Dhaiya, Mouza No. 06 by diverse act of possession, acquired and inherited by Khatiyani recorded in the name of Late Dhaju Mandal at Dhanbad and Ashwini Kumar Mandal being grandson of Late Dhaju Mandal inherited the said landed property and regularly paying rent to the government of Jharkhand in the Circle Office Dhanbad in the name of Original Khatiyani Raiyat/Grandfather namely Late Dhaju Mandal.

AND WHEREAS the developers have requested the landowner to allow him to develop the said lands and on the negotiation made between the parties hereto the landowner have agreed to the proposal and authorize the developers to develop the Schedule-"A" land below mentioned property for constructing a new multistoried building/apartment (as per approval of DMC) as per specification detailed in Schedule-"D" below on the ownership basis Flats/units and the owner is agreed to directly convey and transfer the land with new building and/or ownership Flats.

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

Ashwini Kr Mandal
Dhananjay Kumar
Manoj Kr Pandey

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) LANDOWNER shall mean Sri Ashwini Mandal and their respective heirs, executors, administrators legal representatives and/or assigns.

(b) DEVELOPERS shall mean NATRAJ BUILDERS & DEVELOPERS, J.C. MALLICK, ROAD, HIRAPUR DHANBAD, P.S. & Dist- Dhanbad, represented by (i) Dhananjay Kumar, S/o Ramadhar Yadav, R/o Gandhi Road, P.S. Dhansar, Dist- Dhanbad and (ii) Manoj Kumar Pandey, S/o Late Udit Narayan Pandey hereinafter referred to as the "BUILDER/DEVELOPERS" (which expression shall, unless excluded by or repugnant to the context be deemed to mean and included its successors and assignees) of the "ONE PART".

(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 DMC which will confirm 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.

Ashwini Ks Mandal .

Dhananjay Kumar

Manoj Ks Pandey

- (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 developers for the construction of the building on the said property and sanctioned by the DMC and/or other competent authorities.
- (h) LAND OWNER'S ALLOCATION shall mean the 32% portion of the constructed area in the proposed building which is to be allotted, to the land owner 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) DEVELOPERS ALLOCATION shall mean the remaining portion of the building i.e. 68% of the said property after the allocation i.e. 32% to the land owner including the proportionate share in the common facilities and amenities of the proposed building on the said property.
- (j) COMMON FACILITIES AND AMENITIES shall include corridors, hallways, passage ways, drive ways, common lavatories, pump room, tube well, underground water reservoir, overhead water tank, water pump, motors, generators, Lift 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.
2. (a) The developers has paid to the owner a sum of Rs. 3,00,000/- (Rupees Three Lacs) only vide Cheque No.

Ashwini Khandal

Shrawanti Kumar

Manoj K. Pandey

"617876", dated 21.10.17 of the Allahabad Bank Branch Park Market Branch

Dhanbad and LANDOWNER shall execute a registered General Power of Attorney in favour of the builder/developers within 15 (fifteen) day of execution of this development agreement.

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

- (c) All costs of construction of the proposed multistoried building shall be borne and incurred by the developers and the owner will not call upon to bar any expenses or costs hereinafter.
- (d) On completion of construction of the said building the landowner shall become entitled to exclusive use and occupation of the 32% built-up area comprises in the land owner portion of the building and the developers shall put the owners in undisputed exclusively possession thereof.

3. (a) The developers shall be entitled to advertise in his own name about the said development of the property and to propose sale of the flat/ unite 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 its own cost.
- (b) The developers 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

Ashwini K. Mandal
Dhananjay Kumar
Manoj K. Pandey

development of the said property in his/their own name and costs, risks and expenses.

(c) The developers 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/their own name and costs, risks and expenses.

(c) The developers shall be entitled to all of flats or rights in the buildings and structures to be constructed so far as they related to developers allocations and to enter into any package deal, sale agreement and arrangement in relation thereto and also to receive advance money etc.

4. The landowner shall at the cost of the developers shortly after execution of this agreement shall execute a registered General Power of Attorney in favour of the developers 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 residential building, or commercial/commercial-cum-residential building and to execute and sign, deed (&) documents in favour of the proposed purchasers of the Flats. That the owners shall not revoke or cancel the said General Power of Attorney, without assigning reasonable reason in writing to the developers.

5. The landowner shall at the request and costs, expenses and charges of the developers assigns, 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.

Ashwini Khandal,
Dharmraj Kumar
Manoj K. Pandey

6. The developers covenant and agreed to complete the development and construction of the building with all amenities therein and thereon as per agreed specification within 36 months from the date of issue of sanction plan/map from DMC 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.

7. (1) The portion of the building which is to be allocated to the landowner share i.e. 32% covered/ constructed area out of the total built-up area only in the said building for residential /commercial purpose with all amenities and the small size car space in the basement area of the building in respect of 32% share for car parking.

(2) On completion of the said building the developers shall give notice in writing to the landowner when the landowner would be at liberty to take possession on and from the date specified for the landowner allocation in the said building on receipt of the notice on and from the date mentioned in the notice for taking possession, the landowner shall be responsible to pay all taxes, services charges and other outgoings in respect of the common facilities in the said building proportionate to the landowner allocation. Provided that any additional insurance premium costs or expenses by way of maintenance for any particular use of for any portion within the landowner allocation shall be paid by the landowner.

(3) That landowner shall bear towards the cost of installation of electric meter to the extent of landowner allocation only. The land owners shall pay 32% expenditure towards the total cost related to installation of transformer, electrification, generator, municipal water connection and any other expenditure in the

Ashwini K. Khandelwal.
Shamant K. Khandelwal
Manoj K. Pandey

said development and rest 68% shall be borne by the developers/ builder.

- (4) That after sanction of the building plan the land owner and the developers shall amicably partition all the flats, parking space etc. according to their proportionate share and shall sign and execute necessary document to avoid future complication between them.
- (5) In addition to the portion of the said building in the landowner allocations the landowner shall have no exclusive right title and interest in respect of the roof of the said building irrespective of the landowner 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 inspection of the common overhead water tanks, installation of radio aerials, T.V. antenna, cables, dish antennas etc. repairs and replacement thereof, But it clearly mentioned that if in future the competent authority permit the developers to make future construction over the roof of the proposed building the landowner shall have 32% right over the roof of the proposed multistoried building.

8. 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 landowner allocation and in the developers allocation.
9. (a) Any transfer of any portion of the said building out of the landowner allocation or developers allocation shall be subject to the

At Shushini K. S. Mandal .
Dhananjay Kumar
Mentor for Pendency

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 landowner nor the developers nor any person occupying in portion of the said building whether in the landowner 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 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.

10. 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 developers 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 developers to do all acts, things and deeds expressly provided herein and contained in the Power of Attorney to be executed.
11. 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 byelaws of the authorities applicable at the cost, risks and responsibilities of the developers, the landowner having no responsibility in respect thereof in any manner whatsoever saved as contained herewith.
12. (i) The landowner hereby entrusts, handover and give license to developers to enter into the said property to demolish the existing

Ashwathi K. Khande
Devaswamy K
Manoj K. Pandey

structures if any, develop the property and construct multistoried buildings thereon containing dwelling units/ ownership flats, shop and office spaces with the good materials and in accordance with the plan and specification mentioned hereinafter in schedule "D".

(ii) The developers hereby agrees to develop and/or cause to be developed the said property by constructing one or more building with good 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.

iii) The Landlord of this Agreement shall have no objection if any land neighbouring to this land (mention in Schedule-"A") is legally acquired by the builder for development/ construction of residential/residential cum commercial complex or multistory building, the developers/ builder will be at liberty to use all the land including above mentioned land jointly or separately along with any other acquired land as the builder/developers think disbursing the share percentage of the landlord and may construct one or more building on the entire land.

13. The developers shall be entitled to inspect the title deeds impression of the landowner's and the delivery of the landowner 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.

14. (i) The landowner declares that he has not agreed, committed to or contracted or entered into any other agreement for sale or lease of the said property or any part thereof to any person other than the

Aswini K.S. Mendal,
Dharmraj Kumar
Mentor per Pandey

Ashwini Kulkarni
Shantanu Kulkarni
Manoj Kulkarni

- 15. (i) It is clarified herein that in regard to the share of the developers allocations the developers shall have power to directly executed 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 landowner in favour of the developers and can enter into any agreement for sale or any other agreement.

(ii) The land landowner & Developers 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.
- 16. The technical feasibility, compliance of all technical parameters and other technical aspects related to development will be sole responsibility of the developers. The developers shall borne & bear all cost if any.
- 17. The agreement entered between developers and the buyer will be sole reasonability of the developers; Any dispute related to performances, timely completion, payment ownership etc. will be between the developers and the buyer and landlord in no way will be responsible for the same.
- 18. Various clearance from various authorities and its legality with respect to this development will be sole responsibility of the landlord only.
- 19. Developers will be solely responsible for any accident, incident, loss demise of life or property till the property is handed over to the buyer. Any liability arisen due to the same will be sole responsibility of the developers.
- 20. Be it stated that the developers shall get approval of the plan from DMC of the proposed multistoried residential complex / Residential

cum commercial complex. A contractor shall be appointed by the developers to demolish the existing structure if any at its own cost and expenses and all material of the demolished structure shall be treated as the property of the developers and the developers shall remove, sell or use the same immediately for speedy construction of the building in which the landowner shall have no concern.

21. That, in case of any accident or death during the construction it will be the sole responsibility of the developers and the land owner will be kept fully indemnified against all actions, suits, proceedings and cost, charges and expenses in respect thereof by the developers.
22. That, in case, in future (after completion of proposed building) additional build up area above 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.
23. That, this agreement shall not ever deemed to constitute a partnership of any sort between the parties hereto.
24. 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, construction 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 within Dhanbad Court jurisdiction.

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

As per the schedule,
Dhanbad Court
Manoj K. Pandey

All the piece and parcel of Raiyati right of land measuring 10 Kathas (more or less appertaining to Mouza DHAIYA, Mouza No. 06, P.S. & Dist- Dhanbad, Khata No. 78, Plot No. 4235 being butted and bounded as under :-

- North :- BADAN MANDAL Part of Plot No. 4235
South :- Road (Plot No. 4236)
East :- GOLAK MANDAL Part of Plot No. 4235
West :- UMA PADA MANDAL Part of Plot No. 4235

THE SCHEDULE "B" ABOVE REFERRED TO (THE COMMON PORTIONS)

1. Staircase 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, passage and areas in the land comprised in the said premise and in the proposed building (excepting expressly) such areas therein 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 or basement of the proposed building (save except the car parking spaces demarcated by the Developers 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, wirings, meters and fittings (excluding only those that are installed with the exclusive area of Flat, shop & office space in the proposed building and exclusively meant for its use).
8. Tube wells and their installations, if any-
9. Water pump and its installations, pump room water reservoir, water tank and all common installations for carriage of water (save and except only those as were within any Flat and are for use by the occupier of such Flat or Flats) and are for use by the occupier of Flat or Flats (exclusively) in and /or to and/or in respect of the proposed building.

Ashwini K. Mandal
Demanding from
MADAN J. K. Pandey

10. Lift (if any) lift well installations, lift room and the lift machine room in the proposed building.
11. 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 as are necessary for the user in common between the landowner 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, re-placing, 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.
2. The salaries of all persons employed for the common purposes including doorman, security, personnel, liftman, sweepers, plumbers, electricians etc.
3. Insurance premium for insuring the proposed building if any.
4. All charges and deposits for suppliers for common utilities to the co-owners in coalman.
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 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.

Ashwini Ks Mundeel,
Dhananjay Kumar
Manoj Ks Pandey

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. are deemed by the Developers to be necessary or incidental or liable to be paid by the co-owners in common including such amounts as be fixed for creating fund for replacement, renovation, painting and/or 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 "A" land and complete same in a substantial and workmen like a building in accordance with the building plan sanctioned by DMC Dhanbad and any other competent authority and shall also provide proper drainage, sewer and other conveniences.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE PRESENTS ON THE 21st DAY OF THE MONTH July AND YEAR TWO THOUSAND SEVENTEEN FIRST ABOVE WRITTEN.

Witnesses :-

1. Abhay kr

2.

3.

Ashwini kr Mandal

.....

(First Party/Landowner)

(i) Dheeraj Kumar

(ii) Manoj kr Pandey
(Second Party/Developers)

NATRAJ BUILDER & DEVELOPERS

Address : J.C. Mallick Road, Hirapur, Dhanbad – 826001 (JHARKHAND)

Ref. No.

Date 28/02/19

1. Since the company is New so there is no work experience in the Name of Firm.
2. No employee is recruited, employee will be recruited after passing of the Map from D.M.C.
3. Equipments will be arranged before start of construction of Project.

Mahoj Kr Pandey
(Director)

Natraj Builder & Developers

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Address : J.C. Mallick Road, Hirapur, Dhanbad – 826001 (JHARKHAND)

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