

खनिज क्षेत्र विकास प्राधिकार, धनबाद।

पत्रांक 50 / अनि.

मती सरिता देवी पति-श्री बृज किशोर ताह

xxxxxxx 2. श्री तंघित कुमार 4. श्री सौरभ कुमार

पिता- श्री बृज किशोर ताह 4. श्री गौन्द कुमार सिंह

1 आम मुख्तार, पिता- 240 ग्वाब सिंह,

हाउसिंग कॉलोनी, धनबाद 1

धनबाद दिनांक- 9/4/16

विषय- आवासीय/ व्यवसायिक/ औद्योगिक/ संस्थागत भवन निर्माण हेतु गृह प्लान केच नं० बी०डी०- 58/12-13  
संबंधी आपके आवेदन दिनांक- 30.4.12 के संबंध में।

महोदय

आपके आवेदन दलील संख्या- 7124, 6984 दाखिल खारिज अभिलेख संख्या- 1803, 1831/11/02-03

धनबाद संख्या- 4392, 4393

से निर्गत लागान रसीद थी

की अभिलेखित प्रति स्वयं

आपके द्वारा प्रस्तुत आवासीय/ व्यवसायिक/ औद्योगिक/ संस्थागत भवन निर्माण हेतु गृह प्लान केच नं०- 58/12-13 के नक्शे की स्वीकृति प्रवन्ध निदेशक अनिज

के माध्यम से प्राप्त की गई है।

आवेदन संघटित करना है कि तरायेदना-08

माजा अन्तर्गत खाता नं०-

124, 72

1578, 1579, 1580, 1595

रकवा 8851.40 वर्गफिट

भूमि पर स्वीकृत नक्शे के

अनुसार साइडली आनन्ता ना. अमोल कुमार की देख-रेख में कार्यालय के पूर्व निर्धारित प्रपत्र में अधोहस्तक्षरी को कार्यालय की जानकारी उपलब्ध करायेगे। स्वीकृत नक्शे के अनुसार अधिकतम 2 (दो) जॉर् में कार्य पूर्ण कर अधिनियम के प्रावधानों के तहत निर्माण पूरा होने की लिखित जानकारी अधोहस्तक्षरी को उपलब्ध करायेगे।

आवेदन के लिखित पूर्वानुमति के पंजीर किये गये किसी भी विचलित निर्माण को नियमित नहीं किया जा सकता है।

आवेदन के संबंध में निर्माण कार्य का निरीक्षण समय-समय पर करना सुनिश्चित करें।

आवेदन स्वीकृत नक्शे में आवेदक नाली से हटकर अन्य नाली का निर्माण नहीं करेंगे।

आवेदन के दायरे में आवासीय/ व्यवसायिक/ औद्योगिक/ संस्थागत भवन निर्माण हेतु स्वीकृत नक्शे स्वयं आवेदन एवं दरख्त का प्रमाण नहीं है।

आवेदन प्रयोजन के लिए भवन निर्माण का नक्शा किया गया है निर्मित भवन का व्यवहार उसी प्रयोजन के लिये किया जा सकेगा। भवन प्लान की स्वीकृति से आवेदक का प्रकृत भूमि पर भूस्वामित्व का प्रमाण स्थापित नहीं होगा।

आवेदन सुरक्षण एवं पर्यावरण सुरक्षा हेतु आवश्यक प्रवन्ध के लिये आवेदनक जिम्मेदार रहें तथा स्वीकृति आदेश प्राप्त करके तुरन्त कार्य प्रारम्भ करें।

आवेदनक द्वारा उपकरण के गट नं. 21 कुल रु. 61500- तथा किया गया है।

आवेदनक द्वारा तैयार भूस्वामित्व धनबाद के कार्यालय में जमा करना स्वयं सुनिश्चित करेंगे।

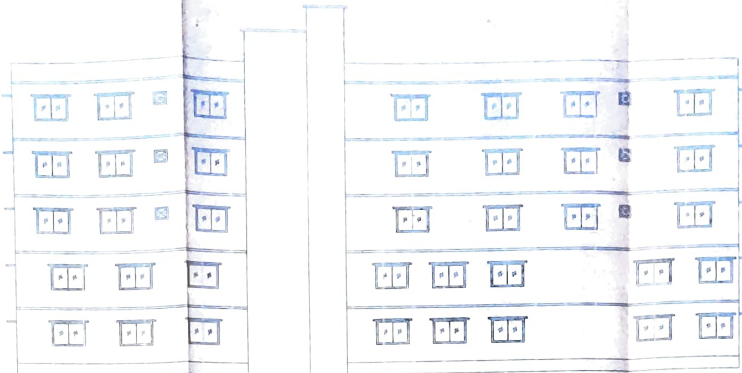
आवेदनक द्वारा सांवाथल टेस्ट रिपोर्ट काम शुरू करने के कपहले या 80 दिनों के अन्दर जमा नहीं करने पर निर्माण कार्य प्रारम्भ नहीं करेगा।

आवेदनक निर्माण के बाद आवेदन सुचित करेंगे और अभियन्ता स्थल जांचकर प्रतिवेदन देंगे तत्पश्चात ही आगे की निर्माण कार्य प्रारम्भ करेगा।

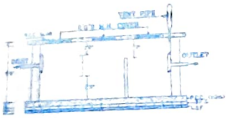
कार्यपालक अभियन्ता  
नगर विवेक विभाग  
खनिज क्षेत्र विकास प्राधिकार  
धनबाद।  
9/4/16



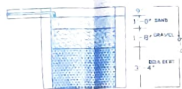
FRONT ELEVATION



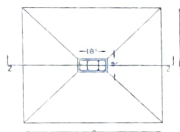
LEFT SIDE ELEVATION



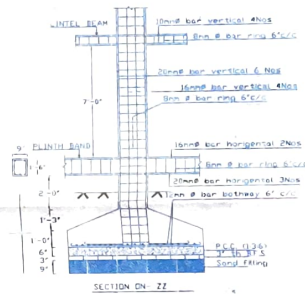
PLAN OF SEPTIC TANK



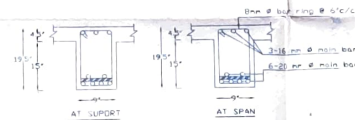
PLAN OF RAIN WATER HARVESTING



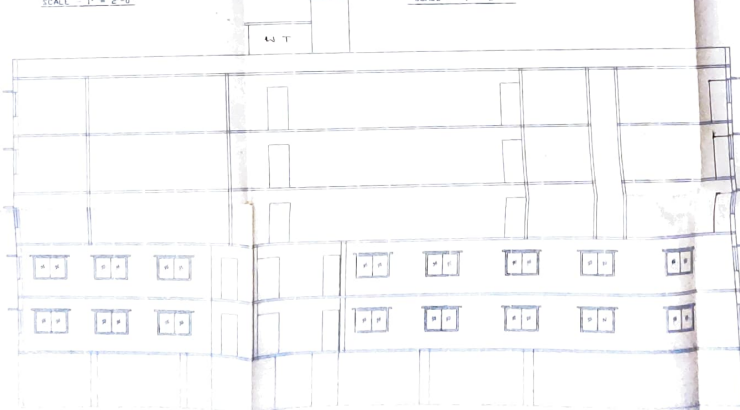
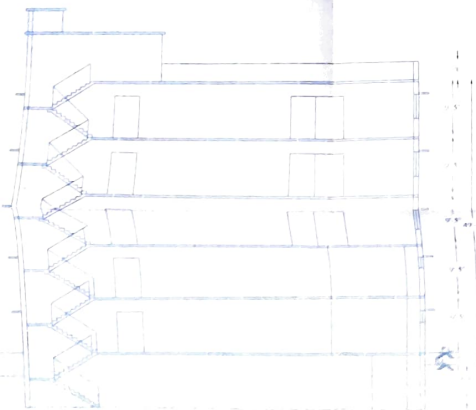
PLAN



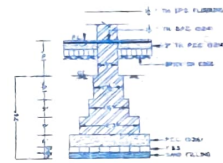
DETAILS OF TYPICAL COLUMN FOOTING



DETAILS OF TYPICAL ROOF BEAM

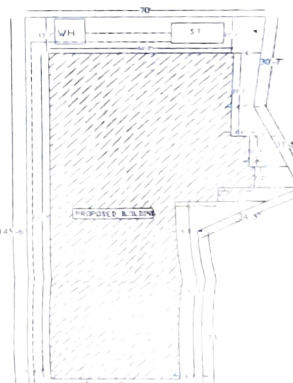


SECTION AT 1-1



DETAIL OF BRICK FOUNDATION

PART OF PLOT NO-1595

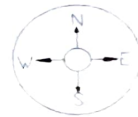


VENTILATOR

20' WIDE ROAD

KEY PLAN

Handwritten notes in Hindi, likely providing project details or instructions.



ER ASHOK KUMAR  
ARCHITECTURE & DESIGN  
(PRACTICE)



भारतीय गैर न्यायिक

भारत INDIA

रु. 500



FIVE HUNDRED RUPEES

वसौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

NOTARY DHANBAD

A 689731

झारखण्ड JHARKHAND

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is made on 23<sup>rd</sup> day of September 2016 BY and BETWEEN (1) Smt. Sarita Devi, Wife of Shri Brij Kishore Sahu, (2) Sanchit Kumar (3) Sourav Kumar, both are sons of Shri Brij Kishore Sahu, by faith Hindu, by occupation Housewife and Business respectively and are residents of Shiv Mandir Road, Jharia, P.O. & P.S. Jharia, Dist. - Dhanbad (Jharkhand), hereinafter called and referred to as "**OWNERS**" (which expression shall unless excluded by and repugnant to the context be deemed to mean and include their heirs, successors, administrators, executors, representatives and assigns etc.) of the FIRST PART;

Sl. No. OS.....Date. 23/09/16

SHREE KRISHNA CONSTRUCTION

Mansi Kumar  
Proprietor

Page 1 of 23

By  
Dipalata  
Adhvani  
23.9.16

सरिता देवी  
संचित कुमार साहु  
सुरव कुमार



**AND**

M/S. Shree Krishna Constructions having its office at 5/J, Savitri Enclave, Housing Colony, Dhanbad, represented through its Proprietor, Shri Manoj Kumar son of Shree Jagdish Singh, residing at G/C Shanti Apartment, Kusum Vihar, Koyla Nagar, District Dhanbad (Jharkhand), here-in- after called and referred to as "**DEVELOPER**", (Which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its executors, administrators, successors and legal representations and/or nominee or nominees of the SECOND PART;

WHEREAS, the Landowners are the rightful owners of a piece of land situated in Mouza – Saraidhella (Mouza No. 8), pertaining to Khata No. 124, 72, bearing plot nos. 1595, 1578, 1579, and 1580 in Jamabandi No. 4393 measuring an area of 15.71 decimals purchased in the name of landowner Sarita Devi by registered sale deed no. 6984 dated 17.12.2002 and 6 decimal land in Khata No. 124 bearing plot nos. 1595 in Jamabandi No. 4392 purchased by registered sale deed no. 7124 dated 20.12.2002 in the name of the landowners Sanchit Kumar and Sourav Kumar within P.S. Saraidhella, District Dhanbad. Thus total area of land purchased by both the aforementioned deeds by the all landowners are 21.71 decimals and the aforesaid total 21.71 decimal land are jointly hereinafter called and referred to as "**subject land**".

AND WHEREAS the developer on the basis of the documents produced by landowners about their right, title and interest on the aforesaid 'subject land' described in Schedule-A, hereunder



**SHREE KRISHNA CONSTRUCTION**

Manoj Kumar

Proprietor

By  
A. J. Palit  
Advocate  
23.9.16

श्रीमान्  
श्रीमान्  
Sourav Kumar

and the technical feasibility for the construction of the proposed building on subject land and all other related matter has agreed to enter into this Development Agreement.

AND WHEREAS In course of and following negotiation the landowners have agreed to get the subject land developed and the developer has agreed to develop the same by constructing multistoried residential/ commercial building thereon on the terms and conditions as mentioned hereinafter.

AND WHEREAS, it is agreed in between the parties that the Developer will construct said building in the form of Underground/Basement + Ground floor +four floors as per the plan already sanctioned by MADA, in Ground Floor. There will be commercial flats/rooms, the share of the landowners will be in front side of the main road which will be more or less 3000 (three thousand) sq.ft., and construction of the commercial premises on the ground floor will be according to the choice of the landowners with tiles flooring, electrical, wiring, shutters and two bathrooms (latrine bathroom) with fittings.

AND WHEREAS it is hereby specifically agreed that the consideration for construction of the said building is 63% of the total built up area of the said building and the said 63% built up area with proportionate share in the subject land will constitute "**developer's allocation**", while remaining 37% of the built up area of Underground/Basement + Ground floor+four floors of the subject building with proportionate share will constitute "**landowners' allocation**". It is specifically agreed that developer's allocation will be the exclusive property of the



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SHREE KRISHNA CONSTRUCTION

Mangal Kumar

Proprietor

BY  
Ravi Kumar  
Adv. 23.9.16

SHREE KRISHNA CONSTRUCTION  
23/9/2015  
Dharmendra Kumar

developer while the **landowners' allocation** will be their exclusive property in as much as both the parties to this development agreement will have absolute right to possess and alienate their respective allocations.

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

- 1) The subject land is in exclusive possession of the landowners with absolute right, title and interest, free from all encumbrances and the land owners are entitled to transfer and convey the whole or part thereof.
- 2) The landowners have got the building plan sanctioned by development authority MADA to facilitate the development by constructing multistoried building on the subject land.
- 3) The landowners have not created any charge and/or encumbrances on the subject land or any part thereof by way of sale, mortgage, exchange, lease, trust assessment rights, liens, leave and license, permission, rent possession, charges inheritances or any other encumbrances whatsoever.
- 4) No notice or notification for acquisition/requisition under any of the statutes of the past or presently in force, have been received, served or passed by the MADA, Dhanbad Municipality, Income Tax Department or any other government authorities for acquisition or requisition of the subject land or any part thereof.
- 5) There are no attachments either before or after judgment and there are no claims, demands, notices petitions, or



SHREE KRISHNA CONSTRUCTION  
Manoj Kumar  
Proprietor

By  
D. Lalit  
Advocate  
23.9.16

सिद्धांत कुमार  
श्री श्री कृष्ण कंस्ट्रक्शंस  
Rohit Kumar

adjudication orders affecting the said land or any part thereof.

- 6) Apart from the landowners, none else are entitled to or has any share, right title and/or interest over/in respect of the subject land or any part thereof as a partner or coparcener or in any manner whatsoever.
- 7) The right of the roof of the building to be constructed, will be the according to the share.
- 8) The Developer will pay Rs. 7,50,000/- (Rupees Seven Lacs Fifty Thousand) only at time of handing over the possession of the subject land to the landowners and the amount will be repaid/refunded by the landowners to the developer when the constructed shares are handed over to the them.
- 9) Immediately after execution of this development agreement the developer shall proceed expeditiously for development of subject land through construction of multistoried building.
- 10) The landowners after execution of this agreement shall extend all co-operations to the developer, their staff, Engineer, Architects, workers etc. to enter upon the subject land to carry out the various development works as stipulated in this agreement.
- 11) As consideration for 63% of the undivided share in the proposed building with proportionate share in the land lying underneath to be conveyed/transferred by the landowners to the developer or its nominee(s).
- 12) The developer agrees to build, deliver and give possession to the landowners their share of 37% of the total built-up area in the shape of flats, shops and reserved car parking



**SHREE KRISHNA CONSTRUCTION**

*Munji Kumar*  
Proprietor

*By*  
*Usharani*  
*Notary*  
23.9.16

*श्रीकांत कर्मा*  
*श्रीकांत कर्मा 21/9*  
*Shrikanth Kumar*

spaces in the proposed building, to be constructed on the subject land by the developer.

- 13) The construction, specification and services and amenities to be provided for the landowners' allocation shall be as per details of Schedule-'B'. The distribution of flats etc., to the developer will be as per Schedule-'C' and to the landowners will be as per Schedule-'D'.
- 14) Landowners and their heirs/ successors and / or nominee/s shall solely and exclusively be entitled to the **owners' allocation** and they shall have absolute right, title and interest over the **owners' allocation** and shall be fully entitled to use and enjoy the same either individually or collectively or shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, in any manner as deemed fit by them to any person or persons, association, Firm, Body Corporate, Co-operative Societies, Government's agencies etc. on such terms and conditions, as may be decided by the landowners individually or collectively.
- 15) The developer and/or its nominee(s) shall and exclusively be entitled to the **developer's allocation**, and they shall have absolute right, title and interest over the **developer's allocation** and they shall be fully entitled to transfer, convey, grant, otherwise alienate their interest in any manner as deemed fit by them to any person or persons, Association of persons, Firms, Body, Corporate, Cooperative Societies, Government's agencies, etc. on such terms and conditions as may be decided by the Developer or its nominee(s) individually or collectively.



SHREE KRISHNA CONSTRUCTION  
Munji Kerner  
Proprietor

By  
D. J. J. J.  
Attwals  
23.9.16

हरिना देवी  
शंहीत कुमार शर्मा  
Dhruv Parmar



16) The developer agrees to construct and give possession of the **owners' allocation** to the landowners within a period of 24 months from the date of this development agreement with a grace period of six (6) month subject to force-major situation and such happenings as are beyond the control of the developer including fire, tempest, accident, strike, lock-out exceptionally, inclement weather and any other acts of God. If there is any further delay beyond the aforesaid period of construction with 6 months' grace period time in giving delivery of possession of the landowners, a compensation of Rs 40,000/- (Rs. forty thousand only) per month for the delay in completing the proposed building within stipulated period will be paid by the developer to the landowners till the possession is delivered and this condition will remain for next twelve (12) months. In case if the developer fails to complete the construction work i.e. multistoried building on the subject land in all respects necessary for occupation and use of the building for residential purposes within a period of four years of construction including grace period, the landowners without paying any construction cost, will be entitled to get the subject land developed either with their own resources or otherwise without any involvement or claim of the developer in total area and developer shall get no share in the said building.

17) The landowners from the date of this agreement grant exclusive license to the developer to enter upon the said land (more fully described in Schedule-A) and to take up and proceed with the development, planning and



SHREE KRISHNA CONSTRUCTION

Murli Kumar

Proprietor

By  
A. J. Jaiswal  
Advocate  
23.9.16

सविता देवी  
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शुभम कुमार

construction of the multistoried building in terms of this agreement.

18) It is hereby expressly, irrevocably and irretrievably agreed and declared by the landowners that delivery of possession of built-up area to the land owners in the manner stated hereinbefore, shall form and always be deemed to form fair and adequate consideration for transfer of 63% of the undivided right, title, interest and share in the subject land agreed to be conveyed as hereinabove by the landowners to the Developer and/or its nominee (s).

19) The landowners shall at no time demand further sum of premium or any interest in any dealing regarding Developer's area and the landowners shall, if necessary, execute all such deeds and documents as may be required by the Developers in this regard.

20) This agreement shall not ever be deemed to constitute a partnership agreement or any sort between the parties, hereto.

21) On completion of the subject building the developer shall give notice in writing to the landowners when the landowners would be at liberty to take possession on and from the date specified of the landowners' allocation in the said building, on receipt of the notice on and from the date mentioned in the notice for taking possession, the landowners 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 landowners' allocation provided that any additional insurance premium costs or expenses by way of



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**SHREE KRISHNA CONSTRUCTION**

Mansi Kumar

Proprietor

By  
Ajith Kumar  
Advocate  
29.9.16

SHRINIVAS  
Srinivas Kumar



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SHREE KRISHNA CONSTRUCTION

Muni Kumar

Proprietor

Raj  
Muni Kumar  
A-3, 9.16

SHREE KRISHNA  
21/07/2016  
Muni Kumar

25) The Developer shall abide by the time schedule stipulated herein and the landowners shall have right to rescind the contract in the event of failure of the developer to abide by the time schedule. The developer shall not claim any proportionate payment or otherwise whatsoever for the money spent by him and the land owners shall be entitled to resume possession of the subject land and the constructed property without making any payment.

26) The Developer shall develop the said land in its own name and account and at its own cost and shall alone be responsible for the development of the said land in accordance with the approved plan.

27) The Developer shall be entitled to enter into agreements for sale or otherwise allot flats, parking spaces and other tenements in the Developer's area in the said building which comprises of 63% of the total built-up area of the said building excluding the 37% of total built-up area forming part of owners' allocation. Whenever required by the Developer, the landowners will join as confirming party in all such Agreements, Sale Deeds, deeds of Allotments etc. so that the Developer may enter into and shall exclusively be entitled to realize all amounts receivable under such arrangements, Sale Deeds, deed of allotments etc. for development and construction of the said building.

28) Similarly the landowners shall be fully entitled to enter into agreements for sale or otherwise allot flats, parking spaces and other tenements of owners' allocation in the said building as stated hereinabove and which does not form part of the Developer's area, whenever required by the landowners, the Developer will join as confirming party in

- maintenance for any particular use of any portion within the landowners' allocation, shall be paid by the landowner.
- 22) From the date of delivery of possession of Owners' allocation to the landowners, they or their heirs/successors and /or nominee(S) and the Developer and its nominee(s) shall jointly have or be deemed to have impartibly undivided right, title and interest over the total land of the said property in the proportion of their respective share in the said building, even without any further act, deed, matters or things done by the owner in this regard.
- 23) It is agreed that any agreement or arrangement made or entered into at any time by the landowners in breach of or violation of the terms and conditions of this Development agreement shall be null and void.
- 24) The landowners hereby irrevocably undertake not to sell, dispose off, alienate, charge encumbrance, lease or otherwise transfer the subject land or any part thereof during the currency of this Agreement and undertakes not to do any act/s, deed/s, matter/s or thing/s as shall be in breach of the terms of this agreement save and except putting the said developer thereon for the purpose of development pursuant to this agreement The landowners shall at no point of time during the currency of this agreement try to dispossess the developer from the subject land subject to observance of the clauses of this agreement faithfully by the developer within the time stipulated herein. It is reiterated and clearly understood between the parties that TIME will be essence of the Agreement.



11/6

**SHREE KRISHNA CONSTRUCTION**

*Muni Kumar*

Proprietor

By

*Muni Kumar*  
25.9.16

*Muni Kumar*

*Muni Kumar*

all such Agreements, sale Deeds, Deeds of allotments etc, that the owner may enter into and the Owner shall exclusively be entitled to realize all amounts receivable under such Agreements, Sale Deeds, Deeds of allotment etc, for its own use.

- 29) The landowners agree and undertake that they shall execute and give General Power of Attorney simultaneously with execution of this indenture in favour of the Developer and so that no hindrance or obstruction is caused to the Developer in carrying out and discharging its obligations under these presents and thereby giving the Developer right and Authority to have and enjoy peaceful possession of the subject land and to do such acts, and/or things that may be necessary for the Development planning, construction of the subject building and sale of the Developer's area. It is however, expressly agreed and understood between the parties that the aforesaid General power of Attorney shall be governed by the provisions of this Development Agreement and in case of any conflict between provisions of the aforesaid General Power of Attorney and this Development Agreement, the provisions of the latter shall prevail.
- 30) The Developer undertakes that:-

- (i) It will not do any act of commission, expressly or impliedly, directly, or indirectly by which the landowners' right, title and interest over the subject land in any manner be adversely affected until the Developer has given delivery of possession of the owners' allocation to the landowners.



11/6

SHREE KRISHNA CONSTRUCTION

*Murugan*

Proprietor

*Murugan*  
AdV No: 23.9.16

*Shrikrishna*  
*Shrikrishna*

(ii) To indemnify the landowners and always keep them indemnified and harmless in respect of all claims, damages, compensation or expenses payable in consequences of any injury or accident sustained by any workman, artisan, or invitees or other persons, whether in the employment of the developer or not while in or upon the said land and during the period of Construction of the building thereon.

(iii) That the Developer shall not create any charge encumbrance over the subject land for its own benefit. Handing over of the flats to the individual purchasers and liability towards the purchasers, if any, shall be borne by the Developer and shall be their sole responsibility.

(iv) During the construction of the said Building, the Developer may be required to create equitable or any legal mortgage of the said construction there on either in full or in part of Developer's allocation for obtaining loan either for itself for expediting the construction or for the individual purchasers of flats & parking spaces etc. In such event the landowners shall have no objection in creation of such mortgages on terms to be mutually agreed. However, the Developer affirms and undertakes that all money obtained as loan by pledging, hypothecating or mortgaging the said construction or creating charges on the said construction of developer's area and building under construction shall be exclusively invested for construction and development of the said building only and such money shall not be



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**SHREE KRISHNA CONSTRUCTION**  
Munji Kumar  
Proprietor

By  
Anil Kumar  
23.9.16  
SITARANI  
21-01-2016  
Ajay Kumar

diverted or invested in any other project work or purposes of the Developer.

31) The landowners and the developer hereby agree that in case, in future, at any time, due to relaxation in the building bye-laws, if it is possible to construct any extra built-up area beyond the area mentioned in this Development Agreement, the same shall be distributed between the landowners and Developer in the proportion of their respective shares mentioned hereinabove.

32) The landowners will deliver to the Developer and/or its duly authorized Advocate, certified copies/photocopies of all original title deeds, documents and papers relating to the said property for complete examination of the owner's title thereto and agrees to co-operate with the Developer in such examination of the landowners' title and to answer and/or comply with all reasonable requisitions that may be made by the Developer and/or its Advocate in this regard to establish a marketable title to the said property.

33) In case there is any defect in the title of the landowners or there are any liabilities or any encumbrances in such event, the Developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the landowners at the landowners' cost.

34) The Developer shall be entitled to retain only photocopies/ certified copies of the original documents pertaining to the said property including titles deeds etc. However, the original documents will be produced by the landowners for



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SHREE KRISHNA CONSTRUCTION

Rajiv Kumar  
Proprietor

Proprietor

Page 13 of 20

Rajiv Kumar  
25.9.16  
Rajiv Kumar  
25.9.16

inspection, whenever required by the Developer. All outgoing including municipal taxes and any other charges in respect of the said land shall be borne by the landowners till the date of handing over of vacant possession of the said land and thereafter the same shall be borne and paid by the Developer till the delivery of possession of the landowners' allocation to the landowners.

35) After delivery of possession of the owners' allocation to the landowners all outgoing in respect of the said land and the said land thereon shall be borne and paid by the landowners and the Developer and/or their nominee/s proportionately in the proportion of their respective shares in the total built-up area (The word proportionately with all its cognate variation whenever used in these presents shall mean the proportion which the hereto and/or their nominee/s acquiring portions of the building are entitled to the covered areas in the said building).

36) Upon delivery of possession of the owners' allocation to the landowners by the Developer and payment of liabilities created upon the land and building in course of development and subject to the other terms and conditions contained hereinbefore or at such earlier time as may be mutually agreed upon, the landowners shall execute and register conveyance/s of 63% undivided share in the subject land as stated hereinbefore in favour of the Developer or its nominee/s including a Cooperative Housing Society or Association of persons or Body corporate etc. and for this purpose the landowners hereby nominate and appoint proprietor of developer Mr. Manoj Kumar for the said purpose as their true and lawful



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**SHREE KRISHNA CONSTRUCTION**

Pravin Kumar

Proprietor

By  
Pravin Kumar  
23.7.16

Manoj Kumar  
23.7.16



- 39) The common areas shall jointly be owned by all the land owners of all the portions of the said building with equal entitlements to use all common areas and facilities extended for utilization by the occupants of the said building on the said terms and conditions applicable to all, for such utilization. No owners of any part of the said building will have any exclusive right, title and interest over the common areas and common facilities except the right of common use.
- 40) The landowners agree that if any levy is imposed by the MADA or any other public body or bodies or the Government for the Development/betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid jointly by the landowners and the Developer in the same proportion as their respective shares of built-up area in the said building.
- 41) It is agreed that in all transfer/conveyance of land and/or built up area of the purchaser (s) Transferee(s) shall bear the cost of stamp duty, court fees another registration charges.
- 42) It is agreed that the Name of The Building will be SRI KRISHNA PALACE.

**Arbitration:**

43) That in case of any dispute or difference between the parties arising out or relating to this Development Agreement, the same shall be referred to an Arbitrator, to



SHREE KRISHNA CONSTRUCTION

Murthy Kumar

Proprietor

By  
 A. Srinivas  
 23.9.18

By  
 SRIKRISHNA  
 SRIKRISHNA PALACE

Attorney to act AND to apply for all other permission and approvals as may be necessary for and on behalf of and in the name of the landowners and also to execute, present and admit execution of the said documents of transfer/conveyance before the Registration Authority and to do all acts, deeds as may be deemed necessary by the Developer in this regard for granting such documents of title to the Developer and/or its nominee.

37) The Developer shall form as it deems fit, a Co-operative Housing Society/Association of persons/Body corporate of all the persons owning tenements in the said building, the landowners and their nominee/s shall become members of such an organization formed by the Developer and the landowners, their nominee/s, respective, agents, servants, licensee/s, tenant/s, shall be bound to abide by the rules and regulations as be framed by such organization from time to time, and they shall be bound to contribute towards the cost of formation of such organization as well as to pay the regular maintenance charges as fixed for the maintenance and management of the entire building complex.

38) The nominee/s of the Developer shall own and hold portion of the building comprised in the Developer's area according to the standard agreement finalized by the Developer. The landowners and their nominee/s shall be bound to hold and own portions of the owners' allocation in the said building on the same terms and conditions as be contained in the aforesaid standard Agreement and to execute similar Agreement.



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**SHREE KRISHNA CONSTRUCTION**

Mrs. K. K. K.

Proprietor

By

*[Signature]*

23.9.16

*[Signature]*

*[Signature]*

*[Signature]*

be appointed by both the parties by mutual consent and in case of difference between them in the matter of appoint of an arbitrator, the appointment will be made in accordance with the law and the decision of such arbitrator shall be final and binding upon all the parties such arbitration and shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

44) The Court of Dhanbad shall have the jurisdiction over all matters of disputes.

IN WITNESSES WHEREOF PARTIES TO THIS DEVELOPMENT AGREEMENT HAVE SUBSCRIBED THEIR SIGNATURES ON THE DAY, MONTH AND YEAR WRITTEN HEREINABOVE.

1) *Signature*

2) *Signature*

3) *Signature*

1) *Mukham Kumar*  
S/o Sri Sita Ram Sahu,  
Shyam Nagar, Ghudi,  
(Dhanbad)

(Signature of the landowners)

2) *Signature*

*Signature*

(Signature of the Developer)

**SCHEDULE "A"**

All the pieces and parcels of the riyati land in Mouza - Saraidhela (Mouza No. - 8), bearing Khata No, 124, 72 in Plot Nos. 1595, 1578, 1579 & 1580 in Jamabandi No. 4393 and 4392 measuring an area of 15.71 decimals purchased in the name of landowner Sarita Devi by registered sale deed no. 6984 dated 17.12.2002 within P.S. - Saraidhela, District - Dhanbad



SHREE KRISHNA CONSTRUCTION  
*Muni Kumar*  
*Proprietor*

SHREE KRISHNA CONSTRUCTION  
*Muni Kumar*  
*Proprietor*

*Signature*  
17.12.2002  
*Signature*

within the limits of MADA (Mineral Area Development Authority) and 6 decimal land purchased by registered sale deed no. 7124 dated 20.12.2002 in the name of Sanchit Kumar and Sourav Kumar. Thus the aforesaid total 21.71 decimal land with their boundaries and dimensions are as under:-

The dimension and boundaries of the land measuring 15.71 decimal purchased by Deed No. 6984 dated 17-12-2002 are as under:-

North: Part Plot No. 1595 (68'0")  
South: Road 22 wide (51'0")  
East: Plot No, 1548, 1566, 1568 &1569 (73'0")  
West: Part plot of Vendor Niz (107'0")

The dimensions and boundaries of the land measuring 6 decimal purchased by Deed No. 7124 dated 20.12.2002 are as under:-

North: Plot No. 1596 (70')  
South: Vendor's Niz (68')  
East: Plot No. 1547 (38"6")  
West: Plot No. 1594 (38"6")

### SCHEDULE "B"

#### 1. CONSTRUCTION SPECIFICATIONS

STRUCTURE	:	Earthquake resistant construction.	RCC	framed
WALL FINISH	:	Internal : All internal walls & ceiling plastered and finished with P.O.P.		
FLOORING	:	Marble/Ceramic tiles.		
TOILET	:	Ceramic tiles up to 5'6" on walls. Fittings		



SHREE KRISHNA CONSTRUCTION

Mony Kumar  
Proprietor

Raj  
Advocate  
22.7.16

Sanchit Kumar  
Sourav Kumar

Ceramic wash basin, European WCs in master bathroom, Indian WC in common bathroom. Hot & cold water pipe system in all bathrooms.

Flooring: Marble/Ceramic Tiles.

**KITCHEN** : Wall: 1'8" high glazed tiles dado over platform.

Platform: RCC working platform with Granite/Green Marble top and steel sink.

Flooring: Tiles

**WINDOW** : Fully glazed Aluminum/Steel window fitting in filled with 4mm glass.

**DOOR** : Frames made of seasoned hardwood. With flush door.

**Electrical** : Electrical wiring copper in concealed conduits with provisions for lights, fans and power plugs & T.V. outlets in master bedroom & drawing room and Electrical A.C. outlets in master bedroom.

**PLUMBING** : Concealed pipes in internal areas. PVS waste/soil/rain water pipes, RCC Hume sewerage pipes/super deluxe bathroom fittings and accessories.

## (2). SERVICES & AMENITIES:

**Water** : Round the clock water supply.

**Electricity** : Power-connection from JSEB in each flat.

**Emerg** : Electrical Transformer, Standby Generator for water supply.

**Power** : Common lighting, lift and supply of 300 watts in

JHREE KRISHNA CONSTRUCTION

*Praveen Kumar*  
Proprietor

*Praveen Kumar*  
23.9.16

*Praveen Kumar*  
21.10.2016



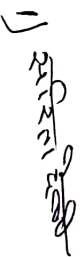
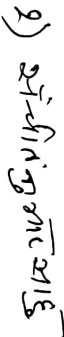

- each flat.
- Lift : One lift for all residential floors.
- Parking : Reserved parking space as per MADA Norms for all flats.
- Security : Security System for 24 hrs. managed by the Co-operative Society.
- Television : Two TV point with cable connection wiring in each flat.

**SCHEDULE "C"**

(Developer's Share i.e. 63% as stated hereinbefore)

**SCHEDULE "D"**

(Landowners' Share i.e. 37% as stated hereinbefore)

- 1) 
- 2) 
- 3) 

SHREE KRISHNA CONSTRUCTION

*Praveen Kumar*

Proprietor

*Praveen*

*Praveen Kumar*

23.9.16

*Praveen Kumar*

NOTARY  
DHANBAI



1/16 Authorized  
u/s 297 (1) (c) of the Gr. P. R. 1973  
(Act No 11 of 1974) & u/s (d) (1)  
of the Notaries Act 1952  
(Act No 53 of 1952)

# SHREE KRISHNA CONSTRUCTIONS

**CIVIL CONTRACTOR, ELECTRICAL & GENERAL ORDER SUPPLIERS**

Shree Krishna Palace, SUBhash Nagar, Saraidhela, Dhanbad (Jharkhand)

Contact No. : 9431194922 / 7782823333

Email : shreekrishnaconstructions@outlook.com

Ref. No. :

Date : .....

To

The DIVISIONAL Manager,

CANARA BANK ,RAH.

Dhanbad.

Subject:- Flat allocation to landlords smt Sarita devi , shri sanchit kumar sahu & shri Sourav kumar in "SHREE KRISHNA PALACE ".

Dear sir,

With due regards, this is to inform you that we have jointly allotted following Flat no. to the landlord smt Sarita devi , shri sanchit kumar sahu & shri Sourav kumar against development

agreement dated 23/09/2016 in "SHREE KRISHNA PALACE" situated shubhas nagar , saraidhela, Dhanbad.

Details as given below:-

Sr No	Land owners Name	Flat no /Shop no	Floor no	Flat area
1	smt Sarita devi , shri sanchit kumar sahu & shri Sourav kumar	G/C	Ground floor(Commercial)	1800 sqft
		G/D	Ground floor(Commercial)	1200 sqft
		1/A	First floor(Commercial)	2160 sqft
		4/A	Fourth floor	1440 sqft
		4/B	Fourth floor	1391 sqft
		4/C	Fourth floor	1267sqft
		4/D	Fourth floor	1181 sqft
		4/E	Fourth floor	1206 sqft

Total 08 Flats/shops

This is for your kind acknowledges and record.

Sincerely yours,

सविता देवी  
संचित कुमार साहू  
Sourav kumar