



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : a29f26406d2359339530 Receipt Date : 23-Aug-2022 02:02:23 pm Receipt Amount : 20/-Amount In Words : Twenty Rupees Only Document Type : Affidavit District Name : Dhanbad Stamp Duty Paid By : PANKAJ KUMAR SINGH Purpose of stamp duty paid : AFFIDAVIT First Party Name : PANKAJ KUMAR SINGH AND OTHERS Second Party Name : AS APPLICABLE GRN Number : 2212980987

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

Si. No. 22. Date 2 3 AUG 2022

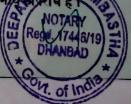
Before: The Notary Public, Lhanbad.

Affidavit_



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक जुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तानाल के जुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनी के प्रमाण है।





AFFIDAVIT

We (1) Pankaj Kumar Singh S/o. Shiv Nancan Prasad Singh, by faith Hindu, by occupation Business, resident of Matkuria Railway Colony, Kusunda, Dhanbad, Jharkhand-826001 (2) Yogesh Kumar, S/o. Late Nand Kishor Prasad, Basanti Niwas Chiragora, Dhanbad, Jharkhand-826001, (3) Kishor Kumar Pramanik, S/o. Shankar Chandra Pramanik, kis K/o. Vill -Kharikabad, Pramanik Basti, P.S. Kenduadih, P.O. Kusunda, Dist. Dhanbad, Jharkhand-828116, do hereby solemnly affirm on oath and declare as under :-

1. That, we are the partners of VISHNUPRAYA BUILDERS LLP at Chiragora, Dhanbad.

2. That, we are owners of landed propertu which situated under Mouza Bara Jamua No.95, Khata No.194, Old Khata No.01, New Plot No.312, Old Plot No.227, Area 2.90 decimals and New Plot No.313 Plot No.727 Area 0.17 decimals total 3.07 decimals.

North - Boundary of Mouza Charak Pathar. South - New Plot No.312 & 313 (part of) East - 14 feet wide Road, West - New Plot No.317.

3. That, under Govindpur P.S. Mouza Barapichhri No.86, Khata No.75, Plot No.823 Area 12 decimals out of 06 decimals North - Part Plot of this South - Part plot of this plot East - 16 feet wide Road, West - Plot No.820 & 821.



contd...2



- 2 4. That the above property present market value
of Rs. 70.00000/- (Rupees Seventy Lacs) only.
B. That, the statements are true to our knowledge
belief and we have concealed nothing.
6. That, we are swearing this affidavit to produce

6. That, we are swearing this at the second for needful.

Verification

Solemnly affirmed before me by the deponent who is duly identified by Sri N.P.Singh Advocate, Ahdnbad. The statements made are true to out knowledge and belief. We sign this at Dhanbad on 23/08/2022. VISHNU PRIYA BUILDERS LLP

Partner

(2) Jogoh Kuman

(1) ports 18 singh

NOTARY

(Deponents) (3) Identified by:

dvoca

cd 17446/19 LANSAD

| Authorised | u/s 237 (!) (c) of the Cr. P.C. 1973 | (Act Pla, libd. 1974) & uis (a)(h) b a d • of the Notaries Act 1952 | Act No 53 of 1952)

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Government of Jharkhand

e-Stamp

(Twenty Thousand Six Hundred And Ten only)

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Certificate No. Certificate Issued Date 19-Jun-2020 12:47 PM Account Reference SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB Unique Doc. Reference SUBIN-JHJHSHCIL0143111443771864S Purchased by PANKAJKUMAR SINGH Description of Document Article 23 Conveyance **Property Description** LAND Consideration Price (Rs.) 5.15,000 (Five Lakh FifteenThousand only) First Party LAKHI RAM MAHATO AND OTHERS POWER HOLDER Second Party PANKAJ KUMAR SINGH Stamp Duty Paid By PANKAJ KUMAR SINGH Stamp Duty Amount(Rs.) 20,610

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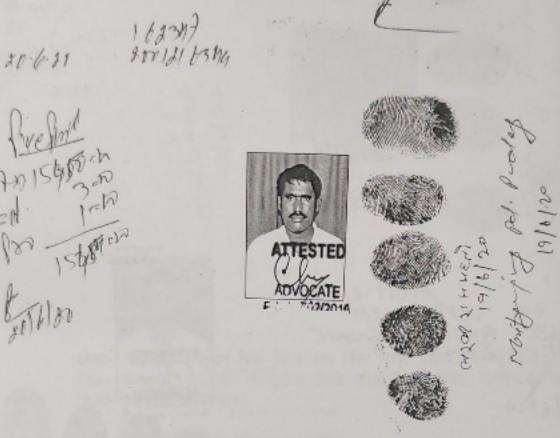
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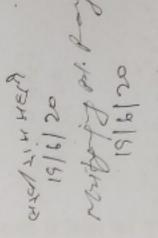
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--ःकेवाला दस्तावेजः--

बिक्रेतागणः— 1.श्री प्रहलाद मंडल 2. श्री बिजय मंडल 3. श्री शिव चरण मंडल पिता स्व0 नकुल मंडल 4. श्री मॉनिक चन्द्र मंडल 5. श्री सुनील कुमार मंडल पिता स्व0 पुनु मंडल, जाति— सुँड़ी, पेशा— बिक्रेता नं0 1. 2. 3 एवं 4 का खेती आदि, एवं बिक्रेता नं0 5 का पेशा— नौकरी, साकिम— बिक्रेता नं0 1. 2. 3 एवं 4 का दामकाड़ा बरवा, थाना— बरवाअड्डा, जिला— धनबाद, साकिम— बिक्रेता नं0 5 का बरवा रोड, सी.आई.एम.एफ. आर. कॉलोनी, थाना एवं जिला— धनबाद, झारखण्ड। उक्त बिक्रेतागण के तरफ से आममोख्तारगण 1. श्री लखी राम महतो, पिता स्व0 खाडु महतो, जाति— तेली, पेशा— व्यवसीय, साकिम— उदयपुर, टोला— बंगलाटाँड, थाना— बरवाअड्डा, जिला— धनबाद, 2. श्री मृत्युंजय प्रसाद पाण्डेय पिता श्री बिष्णु प्रसाद पाण्डेय, जादि— ब्राहमण, पेशा— व्यवसाय, साकिम— बड़ापिछरी, थाना— बरवाअड्डा, जिला— धनबाद, जिसका आममोख्तार संख्या— (İV) 261, दिनांक— <u>14.08.201</u>4 ईस्वी को गोबिन्दपुर निबंधन कार्यालय में निबंधित हुई है।



यह जमीन धनबाद निबंधन कार्यालय से निबंधित केवाला दस्तावेज संख्या– 23455, दिनांक– 23.09.1971 ई0 को निबंधित हुई है, के द्वारा बिनोद बिहारी महतो एवं अन्य के पास से बिक्रेता न0 1, 2 एवं 3 के माता एवं बिक्रेता नं0 4 एवं 5 के दादी स्व0 हेलु वाला मंडलानी के नाम पर खरीदा जमीन है। उनके देहान्त के बाद हम बिक्रेतागण वारिश सुन्न में अधिकारी होकर सालाना मालगुजारी अंचल कार्यालय गोबिन्दपुर को थोका नं0– 582 में आदाय देते रसीद हासिल करते हुए निर्विवाद रूप से भोग दखल करते आ रहे हैं। तथा हाल सर्वे माप काल में उक्त जमीन का नया खतियान (नया परचा) एवं ऑनलाईन पेजी 2 के भाग वर्तमान 1 एवं पृष्ठ संख्या 194 में बिक्रेता नं0 1, 2 एवं 3 के माता एवं बिक्रेता नं0 4 एवं 5 के दादी स्व0 हेलु वाला मंडलानी के नाम पर अंकित है।

मलिक जमीन्दार झारखण्ड सरकार अंचल कार्यालय – गोबिन्दपुर, सालाना मालगुजारी– 2.00 रूपये।

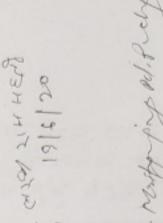
उक्त जमीन सरकार द्वारा अधिग्रहित नही है, जैसे गैर मजरूआ, भूदान, वन विभाग तथा आदिवासी खाता का नही है। एवं बिक्रेतागण सी0 एन0 टी0 एक्ट 1908 की धारा 46 (6) में वर्णित जाति—जनजाति वर्ग से संबंधित नही है तथा यह दस्तावेज में अंकित कथा से बिक्रेतागण एवं क्रेता दोनों संतुष्ट एवं सहमंत है ।

चूँकि बिक्रय—पत्र केवाला दस्तावेज का विवरण है कि बिक्रेतागण कों सांसारिक खर्च के लिए रूपये कि अति आवश्यकता आ जाने से उक्त जमीन का मूल्य— 5.15,000/— रूपये लेकर क्रेता को बिक्री कर सदा के लिए निःस्वत्व हुए एवं दखलकार किया तथा दखल दिया।

बिक्रेतागण को जिस तरह का हक-अखितयार दावी–दावा आदि हैं, आज तारिख से क्रेता को हुआ, क्रेता उक्त जमीन पर मकान, आंगन, बाग–बगीचा आदि तैयार कर अपने इच्छानुसार वसवास दान बिक्री आदि कर सकते हैं। इससे बिक्रेतागण या बिक्रेतागण के वशंज को कभी किसी तरह का वजुर या एतराज नही होगा, अगर करे तो कानूनन बातिल और नामंजूर होगा ।

उक्त जमीन की सालाना मालगुजारी झारखण्ड सरकार को बराबर आदाय देकर क्रेता अपने नाम से दाखिल-खारिज करवा कर सालाना मालगुजारी कि रसीद हासील करेंगे।

उपरोक्त जमीन बिक्रेतागण का खास दखल में है, कभी किसी तरह का हस्तान्तरण आदि पाया जाय और उससे क्रेता या क्रेता के वशंज को क्षति पहूँचे तो बिक्रेतागण या बिक्रेतागण के वशंज क्षति पुरण का देनदार होगा या होंगे।



अतः बिक्रेतागण अपना–अपना स्थिर बुद्वि एवं सरलता से बिचार कर एवं समझ–बुझकर यह बिक्रय पत्र केवाला दस्तावेज लिख दिया कि समय पर काम आवें। ईति तारिख– 19 | 6 | 2.0

क्रेता का छायाचित्र एवं हस्ताक्षर:-



मैनें दस्तावेज का प्रारूप बनाया एवं दोनों पक्षों को पढ़कर सुनाया एवं समझा दिया है। प्रमाणित किया जाता है कि बिक्रेतागण एवं क्रेता का छायाचित्र जो दस्तावेज में लगा है, उनलोगों के बाँये हाथ के अंगुलियों के निशान मेरे सामने लिये गये है ।

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List Of Mutation Cases on the above transaction in Register-II

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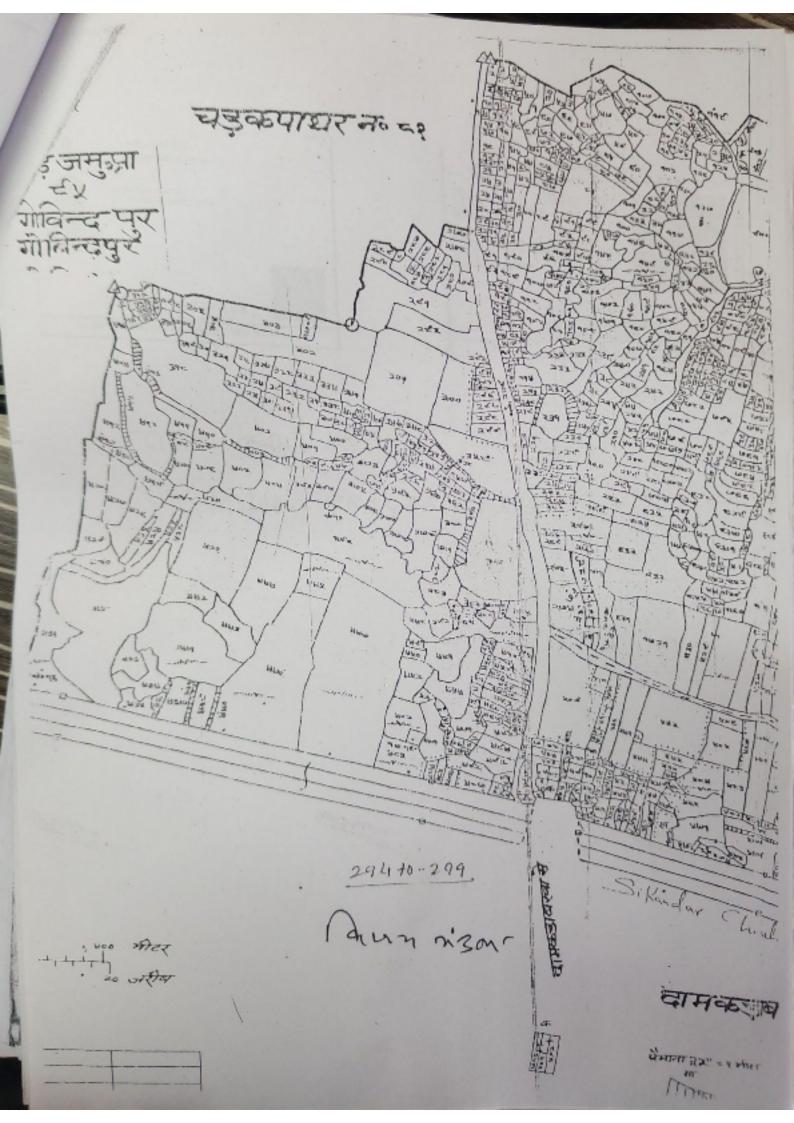
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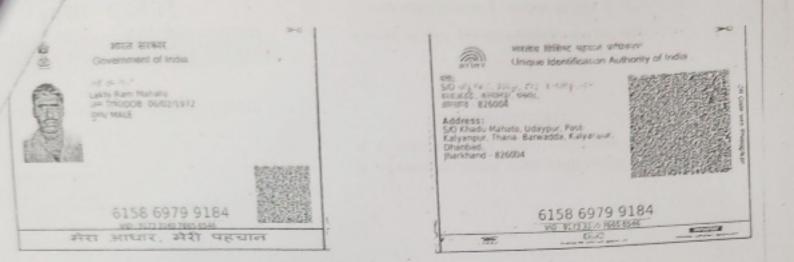
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निर्देश

- आध्यार पद्मचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाईन ऑधन्टीकेशन द्वारा प्राप्त करें। τ.

INSTRUCTIONS

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

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ापका आधार क्रमांक / Your Aadhaar No. :

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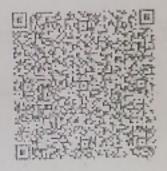
आपार - आम आदमी का अधिकार

CE STREAMERSR C. P. C. DOWN MAIL TOP MOUST

मृत्वं जय प्रसार भावरेच Methyunjay Prasad Pendey Join KR / Y- 21 of Birth : 1977

3419 4169 4079

आधार - आए आदमी का अधिकार



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व्यान्त्रीत्वाविविधाः भहेषीत् प्रविकरण USIDUE DENDERGATION RETHORITY OF INDIA

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Adams at 12/0 Walves Proved Person, Mill Felch Internatio Party and vanishing of party approx. JARA 7 2011/45, December, Pershami, Bashada

Sections.

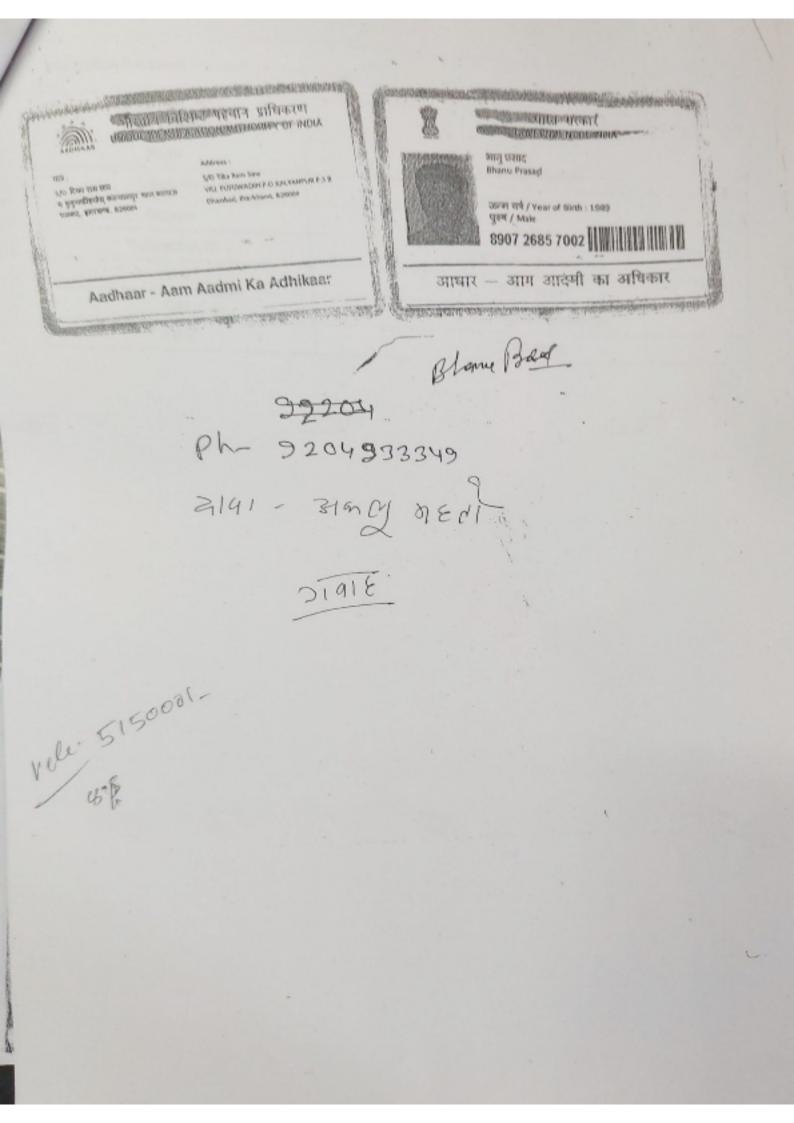
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खादा जी - त्ला अरके राष्ट्रिय



mansaction Success! Please Note Your Transaction to

Name	
Token No	LakhiRamMahato
Amount	2020000044696
Transaction ID	16234
GRN	2af3f58a0137de0313ed
CIN	2001216349
Time	10002162020062002468
*.	2020-06-20

10, 1

X

1



Pre Registration Docket

Date :- 20-06-2020 12:53 pm

Office Name :- SRO - Govindpur Token No:- 2020000044696

Appoinment :- 20-Jun-2020 Time:- 13:6

Article	Sale Deed
Pre Registration Date	19-Jun-2020
No. Of Pages	26
Stamp Duty	20600
Paid Stamp Duty	0
Total Fees	₹ 16,234.

Property Id: 343232

Valuation No. : 451991 / 202) :- 20	20-2021	User Id : 437	9 Date : 20-Ju	ine-2020 12:35:PM	
State : Jharkhand		District : Dhanbad		Tahsil : Gov	Tahsil : Govindpur	
Land Type : Urban	Corpor	Corporation : Bara Jamua		Village/City	r : Bara Jamua	
Bara Jamua Word No 0 - Ot	her Road		-	1		
Khata Number - 194						
Plot Number - 312				Y		
Volume Number - 1						
Page Number - 194				1		
Valuation Rule : Residential	Land					
Usage : Non Agri => Residen	tial Land =	> Reside	ntial Land	19.9		
Property Details		1.0	a commences	ST. IS ST. Y	NOF RAMEA SOL	
1 Land area		1 have	CHUR CHAP	2.90 Decima		
Calculation Details		in the set				
Sr.No. Description		Inn 9	Calculatio		Total	
1 Open Land Valuat	ion .	1. 2.9 >	16,6082=4816		₹4,81,638/	

A Note : Final Valuation is Rounded to Next 100/-

Total Valuation (A)

Total Amount in Words : Four Lakh Eighty One Thousands Seven Hundred Rupees Only,

Land measurement, Sub Part and House No.	Property Boundaries East: PART OF NEW PLOT NO. 312 AND 313, West: NEW PLOT NO. 317, South: 14 FT, WIDE RASTA, North SIMA: MOUZA CHARAKPATTHAR	
Area	Land area : 2.90 Decimal	
	Pin Code - 826004	

₹4,81,638/-

₹4,81,700/-

untariat Value	
Covernment/Market Value	481637.8
mansaction Amount	515000
Line	513000

Property Id: 343233

aluation No	b.: 451994 / 2020	:- 20	20-2021	User Id : 4379	Data 201	
tate : Jhark	hand	District	: : Dhanba	ad	1	ne-2020 12:35:PM
and Type : Urban Corporation : Bara Jamua			Tahsil : Govindpur			
ara Jamua	Word No 0 - Othe	r Boad	acion : Di	ara Jamua	Village/City	: Bara Jamua
chata Num		Road		-	1	
Plot Numb						
Volume Nu					i.	
			Ph. 9 160	Part phase Ca		
Page Num	D6L - 184	M. P.A.R	1 A. L. L.			
Valuation	Rule : Residential	Land	*			
Usage : N	on Agri => Residen	tial Land	=> Resid	ential Land		
Property	Details					
1 1	and area				0.17 Decimal	
Calculat	ion Details				with Decima	
Sr.No.	Description		1	Calculatio	n	Total
1	Open Land Valuat	tion	1. (0.17 × 166082-28	233.94	\$28,234
А	Total	A States		The Contraction of the	Q A MARLES	₹28,234
Note : F	inal Valuation is Rou	unded to M	Next 100/-		11.	ALL DE LOTE DE L
Total Va	aluation (A)	California -	The seal	Carlos I Constanting	The State of State of State	₹28,300
Total Ar	mount in Words : "	Twenty F	inha Th		ALL DE CAR	120,300

Property Boundaries East: PART OF NEW PLOT NO. 312 AND 313, West: NEW PLOT NO. 317, South: 14 FT, WIDE RASTA, North: SIMA MOUZA CHARAKPATTHAR
Land area : 0.17 Decimat
Pin Code - 826004
28233.94
-

SELLER	-Mr. PRAHLAD MANDAL THROUGH. Address - DAMKARA BARWA, P.S- BARWADDA, DHANBAD- ,Father/Husband Name LATE NAKUL MANDAL , PAN No ,Permission Case No , Aadhaar No.				
	-Mr. LAKHI RAM MAHATO, Address - UDAYPUR TOLA BAGLATAND, P.S-BARWADDA, DHANBAD- ,Father/Husband Name LATE KHADU MAHATO , PAN No ,Permission Case No , Aadhaar No.				

2/4

	-Mr. MRITYUNJAY PRASAD PANDEY, Address - BARA PICHHARI, P.S- BARWADDA, DHANBAD- ,Father/Husband Name BISHNU PRASAD PANDEY , PAN No ,Permission Case No , Aadhaar No.
	-Mr. SUNIL KUMAR MANDAL THROUGH, Address - BARWA ROAD CIMFR COLONY, DHANBAD- ,Father/Husband Name LATE PUNU MANDAL , PAN No ,Permission Case No , Aadhaar No.
	-Mr. MANIK CHANDRA MANDAL THROUGH, Address - DAMKARA BARWA, P.S- BARWADDA, DHANBAD- ,Father/Husband Name LATE PUNU MANDAL , PAN No ,Permission Case No , Aadhaar No.
	-Mr. SHIV CHARAN MANDAL THROUGH, Address - DAMKARA BARWA, P.S- BARWADDA, DHANBAD- ,Father/Husband Name LATE NAKUL MANDAL , PAN No ,Permission Case No , Aadhaar No.
	-Mr. BIJAY MANDAL THROUGH, Address - DAMKARA BARWA, P.S- BARWADDA, DHANBAD- ,Father/Husband Name LATE NAKUL MANDAL , PAN No ,Permission Case No , Aadhaar No.
PURCHASER	-Mr. PANKAJ KUMAR SINGH, Address - MATKURIYA RAILWAY COLONY, KUSUNDA, P.S- KENDUADIH, DIST- DHANBAD- ,Father/Husband Name LATE SHIV NANDAN PRASAD SINGH, PAN No, Permission Case No, Aadhaar No. ********0238

Witness Information	Mr. BHANU PRASAD , Address - FUFUWADIH, P.S- BARWADDA, DIST- DHANBAD-, Father/Husband Name-TIKA RAM SAW

Fee Rule:Sa	le Deed	1	-
1	Stamp Duty		20,600

1	SP	. 780
Line and All	Total	780
Fee Rule:Sale Dee		
1	PR	1
2	LL	3
3	Al	15,450
The second states	Total	15,454

All the entries made, have been verified by me and are found same as the entries of the document presented.

Disclaimer : I hereby declare that all the contents of uploaded document and the original document are exactly same, and all the information provided by me are true to itself. The detail of property's holding number has been verified by me at the time of entry through alert generated by the system. I am satisfied with the verification and hence proceeding further for registration after seeing the alert.

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Deed Writer / Advocato

-bala / N Sirgh Vendee / Claimant

HJal TIMKELD

Vendor / Executant

Maity j pl. Pay



Date :- 20-Jun-2020

Document Registration Summary 1

- Government/Market Value: ₹510000/-
- Transaction Amount: ₹515000 /-
- · Paid Stamp Duty: ₹20610 /-

(M29/ I'HHER?

On Date 20-06-2020 Presented at SRO - Govindpur Signature of Presenter

SRO - Govingpur

Receipt : 324707	
Receipt Date : 20-06-2020	
Presenter Name: LAKHI RAM	МАНАТО
PR	₹1
SP	₹780
LL	₹3
A1	₹15450
Stamp Duty	₹20610
Total	₹36844

\$

Payment Head	Amount To Be paid	Paid	Balance Amount	Payment Mode	Payer Name	Reference No.	Payment Amount
Stamp Duty	20600	20610	-10	E- STAMP	PANKAJKUMAR SINGH	Certificate Number : IN- JH28940420168714S	20610
PR	1	1	0	GRAS	LakhiRamMahato	GRN Number : 2001216349 DEPT Transaction Id : 2af3f58a0137de0313ed Transaction Type :	1
SP .	780	780	0	GRAS	LakhiRamMahato	GRN Number : 2001216349 DEPT Transaction Id : 2af3f58a0137de0313ed Transaction Type :	780

A1	15450	15450	0	GRAS	LakhiRamMahato	GRN Number : 2001216349 DEPT Transaction Id : 2af3f58a0137de0313ed Transaction Type :	15450
u	3	3	0	GRAS	LakhiRamMahato	GRN Number : 2001216349 DEPT Transaction Id : 2af3f58a0137de0313ed Transaction Type :	3
Sub Total	36834	36844	-10				

Article : Sale Deed Number of Pages : 52

Signature of Operator

Signature of Head Clerk

Signature of Registering Officer

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T NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature
1	BIJAY MANDAL THROUGH Address1 - DAMKARA BARWA, P.S- BARWADDA DHANBAD, Address2 - , Jharkhan PAN No.:				SELLER Age:76			
2		FR , , , ,			SELLER Age:42			
3	MRITYUNJ PRASAD PANDEY Address1 BARA PICHHAR P.S- BARWAD DHANBA Address2 , Jharkh PAN No Permiss Case No	DA, DA, DA, 2 - iand D.: iion	Mrityunja Prasad Pandey Address: , VILL BAJ PICHHAJ POST KALYANP PS BARWAD BARA PICHHAJ Dhanba 826004 Jharkha India	RA RI DA, RI, , ad,	SELLER Age:41			Sofert . 40 Lifethas

	PRAHLAD MANDAL THROUGH Address1 - DAMKARA BARWA, P.S- BARWADDA, DHANBAD, Address2 - , Jharkhand PAN No.:			SELLER Age:84		ł
5	Freis Hon				•	
	LAKHI RAM MAHATO Address1 - UDAYPUR TOLA BAGLATAND, P.S- BARWADDA, DHANBAD, Address2 - , Jharkhand PAN No.: Permission Case No	1	Lakhi Ram Mahato Address:-,, , Udaypur, Post- Kalyanpur, Thana- Barwadda, Kalyanpur, , Dhanbad, 826004, , Jharkhand, India	SELLER Age:47		PILON LI H HEN
	MANIK CHANDRA MANDAL THROUGH Address1 - DAMKARA BARWA, P.S. BARWADDA DHANBAD, Address2 - ,,, Jharkhan PAN No.:			SELLER Age:54		

Sr.NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature
7	SHIV				SELLER			
,	CHARAN MANDAL THROUGH Address1 -				Age:59			,
	DAMKARA							
	BARWA, P.S- BARWADDA DHANBAD, Address2 - , Jharkhan							
8	PAN No.: PANKAJ	Yes	Pankaj	1. 2/17	PURCHASE	RA	177	hasser
	KUMAR SINGH Address1 MATKURIY RAILWAY	Ā	Kumar Singh Address:-, MATKURIYA RAILWAY	'	Age:41			sing.
	COLONY KUSUND/ P.S- KENDUAD DIST-	4.	COLONY, KUSUNDA, Dhanbad, 826001, , Jharkhand	•	-0 1 * 1			latil far
	DHANBAI Address2 , Jharkh PAN No ,Permissi Case No	e - and .: ion	India					P

Identification:

Sr.NO	Party Name and Address	Photo	FingerPrint	Signature
1	BHANU PRASAD S/o-D/o TIKA RAM SAW Address1 - FUFUWADIH, P.S- BARWADDA, DIST- DHANBAD, Address2 - , , , Jharkhand PAN No.:			Harris Presel

Witness:

I/We individually/Collectively recognize the Seller(S) and Buyer(s)

Sr.NO	Party Name and Address	later la
	t any many and	Photo Thumb Signature

NBAD, Address2 - Seal and Signature of Registering Office e. KHI RAM MAHATO), has/have admitted to d by (BHANU PRASAD) Son/Daughter/Wife ADDA, DIST- DHANBAD) and by occupation Signature of Registering Office
e. KHI RAM MAHATO), has/have admitted to d by (BHANU PRASAD) Son/Daughter/Wife ADDA, DIST- DHANBAD) and by occupation
KHI RAM MAHATO), has/have admitted to d by (BHANU PRASAD) Son/Daughter/Wife ADDA, DIST- DHANBAD) and by occupation
d by (BHANU PRASAD) Son/Daughter/Wife
WID
Seal and Signature of Registering Offic

Token No.: 20200000044696 S/O, D/O, W/O LATE KHADU MAHATO resident of UDAYPUR TOLA BAGLATAND, P.S-BARWADDA, DHANBAD ,. This Sale Deed was presented before the registering officer on date 20-Jun-2020 by LAKHI RAM MAHATO, from Page No :- 375 to 426 at, office of SRO - Govindpur This deed was registered as Document No:- 2020/GOV/2011/BK1/1872 in Book No :- BK1, Volume No :- 173 Date:- 20-Jun-2020 Office of the SRO - Govindpur CERTIFICATE Regis Officer 1/1

INDIA NON JUDICIAL Government of Jharkhand

The service of the

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e-Stamp

Eculia Jara Centreate No. Centreate Issued Date Account Reference Unique Dod. Reference Purchased by Description of Document Property Description Consideration Price (Rs.) Frist Party Second Party Stemp Duty Paid By

85

Stamp Duty Amount(Rs.)

IN-JH023387261128740
25-Fe6, 2016, 12, 16 PM
SHOLL (FI) / Ihshoil01/ DHANBAD/ JH-DB
SUBIN-JHJHSHCIL01029905772628920
PANKAJ KUMAR SINGH
Artole 29 Conveyance
LAND
2,25,000
(Two Lakh Twenty Five Thousand only)
LOKNATH PANDEY AND OTHERS POWER HOLDER
PANKAJ KUMAR SINGH
PANKAJ KUMAR SINGH
PANKAJ KUMAR SINGH

9.000 White Thousand only

no & 31/2 Flagar/applicant

385

R. W. sale Gover Am Volke & 25, 0001 9- 90001-

तपशील वर्णित जमीन का मूल्य मार्ग दर्शिका पंजी के अनुसार न्यूनतम मूल्य से कम नहीं है !

348

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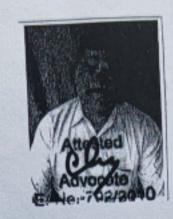
:-केवाला दस्तावेज--:

बिक्रेता:-- .श्री मोती लाल महतो, पिता स्व0 भीम महतो, जाति- तेली, पेशा- खेती साकिम-कुरमीडीह, थाना- बरवाअड्डा, जिला- धनबाद, के तरफ से आम- मीख्तारगण- 1. श्री लोकनाथ पाण्डेय, पिता श्री भोलानाथ पाण्डेय, जाति- ब्राहमण, पेशा-व्यवसाय, साकिम-बड़ापिछड़ी, जिला- धनबाद, 2. श्री बिनोद कुमार पाण्डेय, पिता श्री लक्ष्मी नारायण पाण्डेय, जाति- ब्राहमण, पेशा- व्यवसाय, सांकिम- दामकड़ा बरवा, थाना- बरवाअड्डा, जिला-धनबाद, झारखण्ड । जिसका आम-मोखंतार संख्या- (iv), 814, दिनांक- 23.11.2013 ई0 को गोबिन्दपुर निबंधन कार्यालय में निबंधित हुई है । पॉवर दाता जीवित है, एवं इसे रदद नही किया गया है ।

<u>क्रेताः–</u> श्री पंकज कुमार सिंह, पिता स्व० शिवनन्दन प्रसाद सिंह, जाति– राजपुत, पेशा– व्यवसाय, साकिम– मटकुरिया रेलवे कॉलोनी, थाना– केन्दुवाडीह, जिला– धनबाद, झारखण्ड ।

2.....

<u>लेख्य प्रकारः–</u> बिक्रय पत्र (केवाला दस्तावेज) मूल्य– 2,25,000 / –(दो लाख पचीस हजार रूपये) मात्र ।



-2-विवरण जायदाद:- जिला धनबाद चौकि सदर निबंधन कार्यालय धनबाद, सब निबंधन कार्यालय गोबिन्दपुर थाना- गोबिन्दपुर अन्तर्गत " मौजा-बड़पिछड़ी "में मेरो का (बिक्रेता का) रैयती स्वत्व की खास (नीज) दखल की जमीन। मौजा बड़ापिछड़ी नं0- 86, खाता नं0- 75 (पचहत्तर), प्लोट नं0- 823 (आठ सौ तेईस) परिमाण- 12 डिसमिल में स<u>े 06</u> डिसमिल (छ: डिसमिल) जमीन इस देस्तावेज के द्वारा बिकी किया । जो अन्य सड़क पर

आवासीय है ।

जिसको चौहददी:-उत्तर:- इसी प्लोट का अश पुरब- 16 फिट चौड़ा रास्ता,

1 Eola

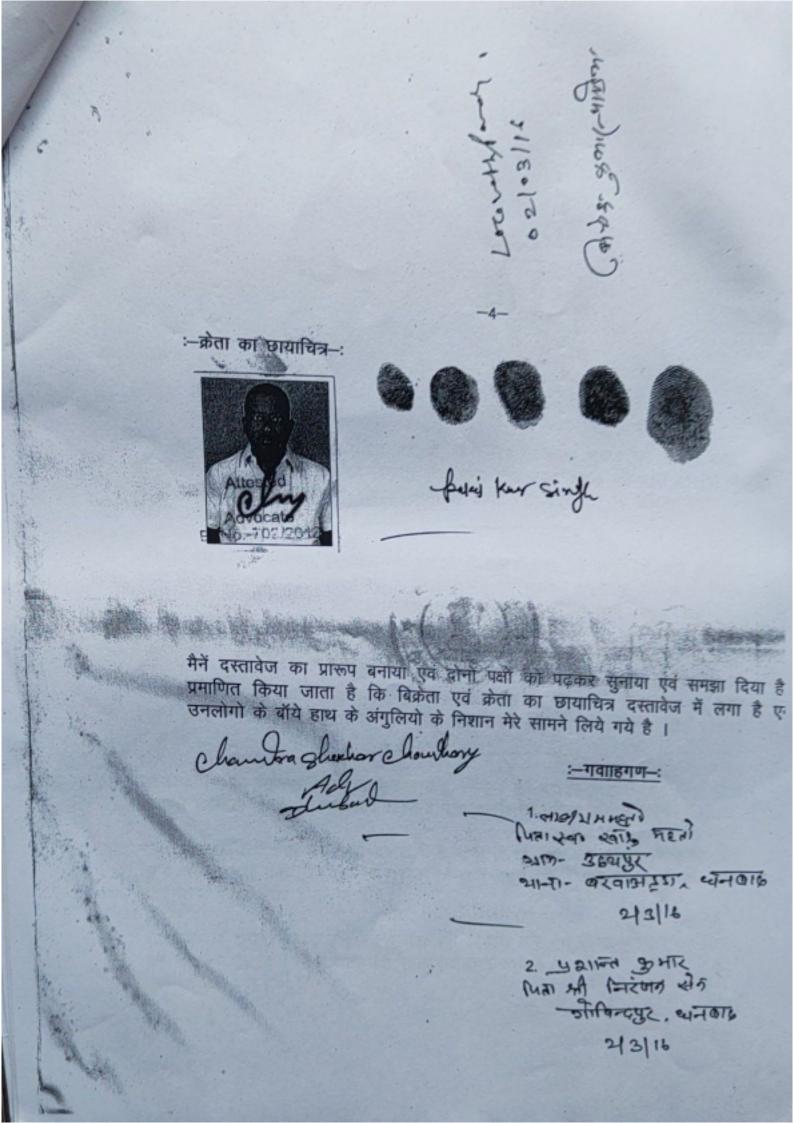
दक्षिण— इसी प्लोट का अंश, पश्चिम— प्लोट नं0— 820 एवं 821

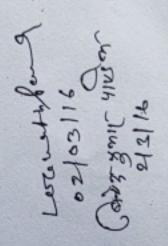
बिक्रीत जमीन का एक प्रति नक्शा इस दस्तावेज के साथ संलग्न कर लाल रंग से दर्शाया गया है ।

यह जमीन का खतियान (परचा) गत सर्वे सटेलमेन्ट माप काल में मेरा (बिक्रेता का) दादा (पितामह) दुखी महतो के नाम पर दर्ज है उनके देहान्त के बाद हम बिक्रेता वारिश सुत्र में अधिकारी होकर सालाना मालगुजारी अंचल कार्यालय गोबिन्दपुर को थोका नं0–75 में आदाय देते रसिद हासिल करते हुए निर्विवाद रूप से भोग दखल करते आ रहे है।

मालिक जमीन्दार झारखण्ड सरकार, अंचल कार्यालय गोबिन्दपुर सालाना मालगुजारी– 10 पैसा ।

3..





उक्त जमीन सरकार द्वारा अधिग्रहित नही है, जैसे गैर मजरूआ भुदान वन विभाग तथा आदिवासी खाता का नही है। एवं बिकेता सी० एन० टी० एक्ट 1908 की धारा 46 (6) में वर्णित जाति—जनजाति वर्ग से संबंधित नही है तथा यह दस्तावेज में अंकित कथा से बिक्रेता एवं क्रेता दोनों संतुष्ट एवं सहमत है।

चुकि बिकय– पत्र केवाला दस्तावेज का विवरण है कि बिक्रेता कों संसारिक खर्च के लिए रूपये कि अति आवश्यकता आ जाने से उक्त जमीन का मूल्य– 2,25,000/– रूपये लेकर क्रेता को बिक्री कर सदा के लिए निःस्वत्व हुए एवं दखलकार किया तथा दखल दिया ।

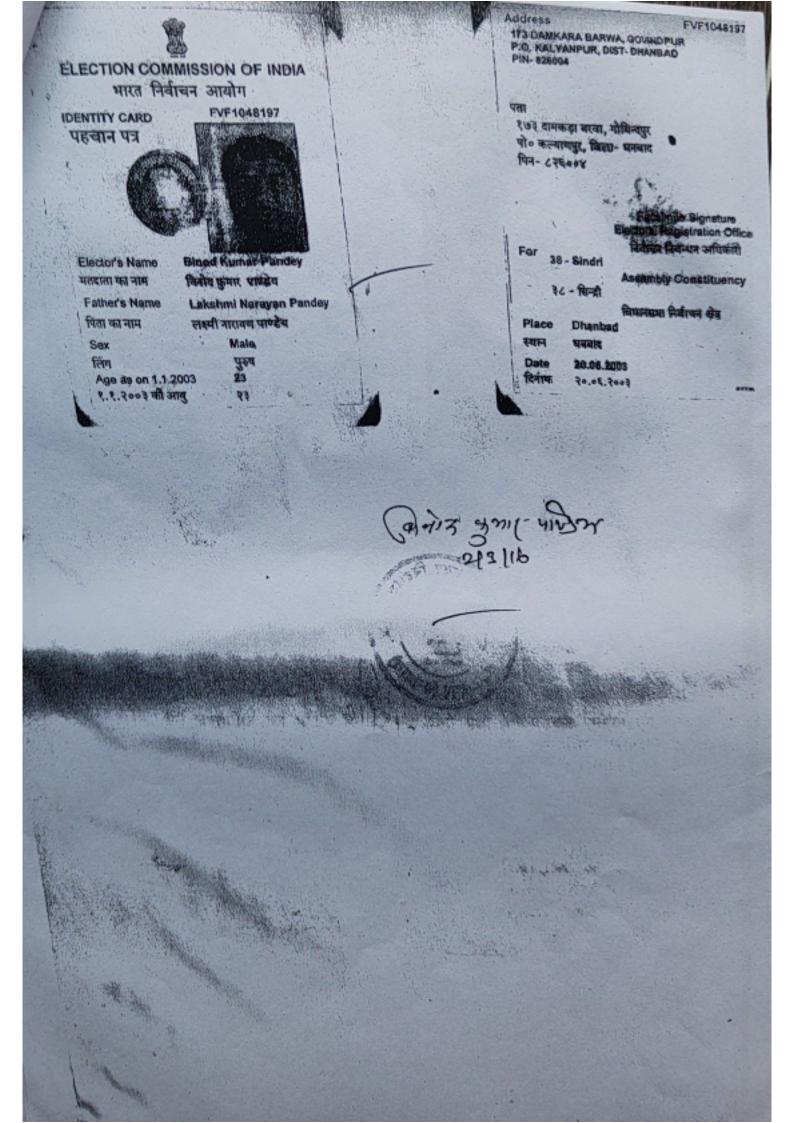
STATES & WE MUSE N

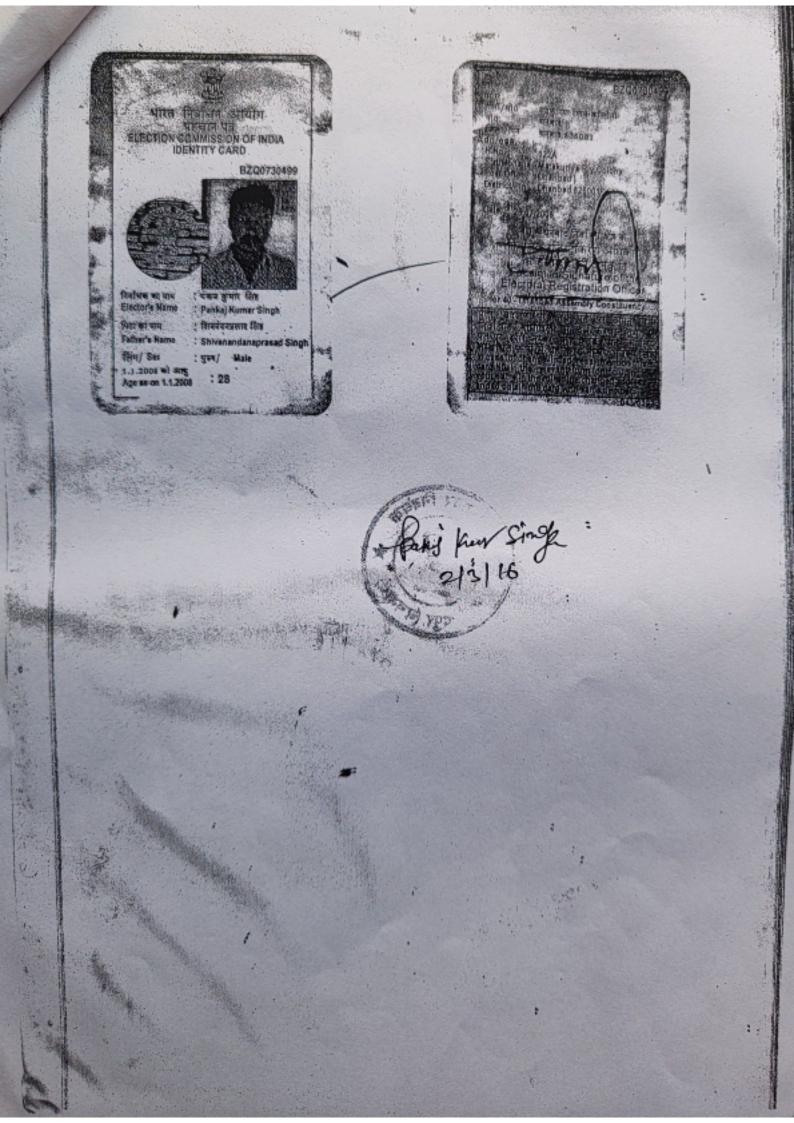
बिक्रेता को जिस तरह का हक-अख्तियार दावी-दावा आदि है आज तारिख से क्रेता को हुआ, क्रेता उक्त जमीन पर मकान आंगन, बाग- बगिया आदि तैयार कर इच्छानुसार वसवास दान बिकी आदि कर सकते हैं। इससे बिक्रेता या बिक्रेता के वशंज को कभी किसी तरह का वजुर या एतराज नही होगा अगर करे तो कानुनन बातिल और नामंजुर होगा ।

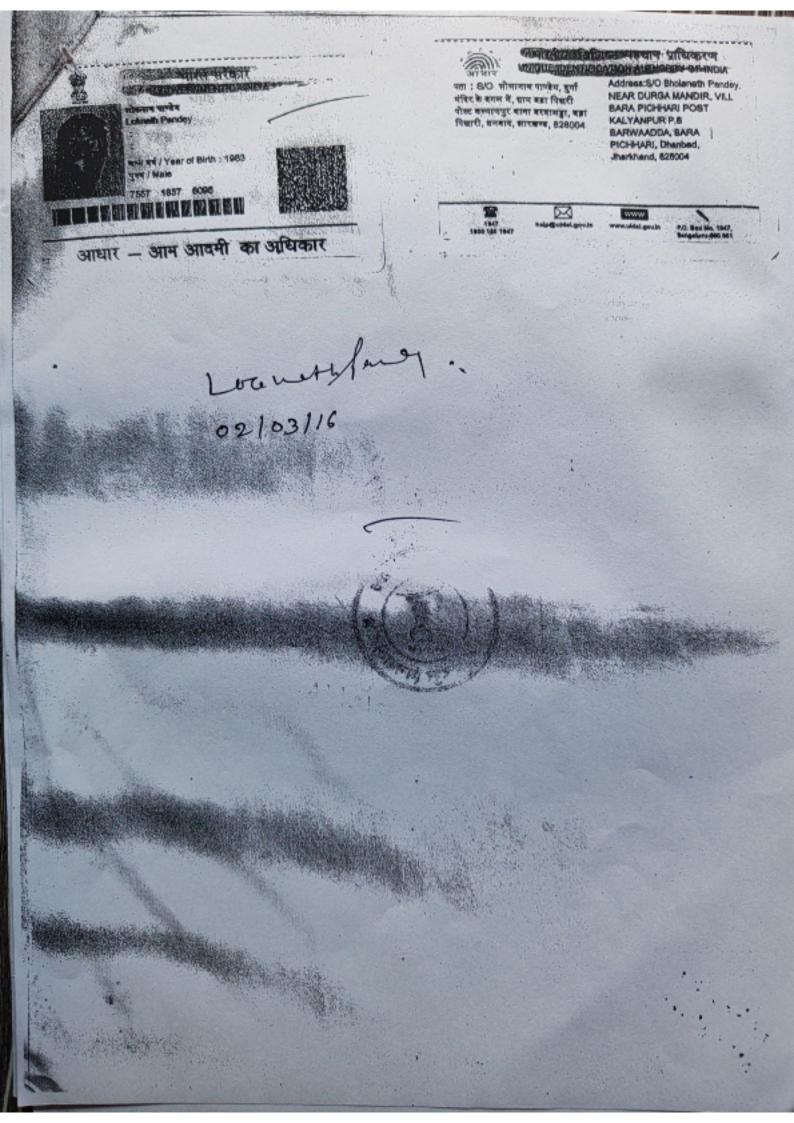
उक्त जमीन की सालाना मालगुजारी झारखण्ड सरकार को बराबर आदाय देकर क्रेता अपने नाम से दाखिल—खारीज करवा कर सालाना मालगुजारी कि रसिद हासील करेगें।

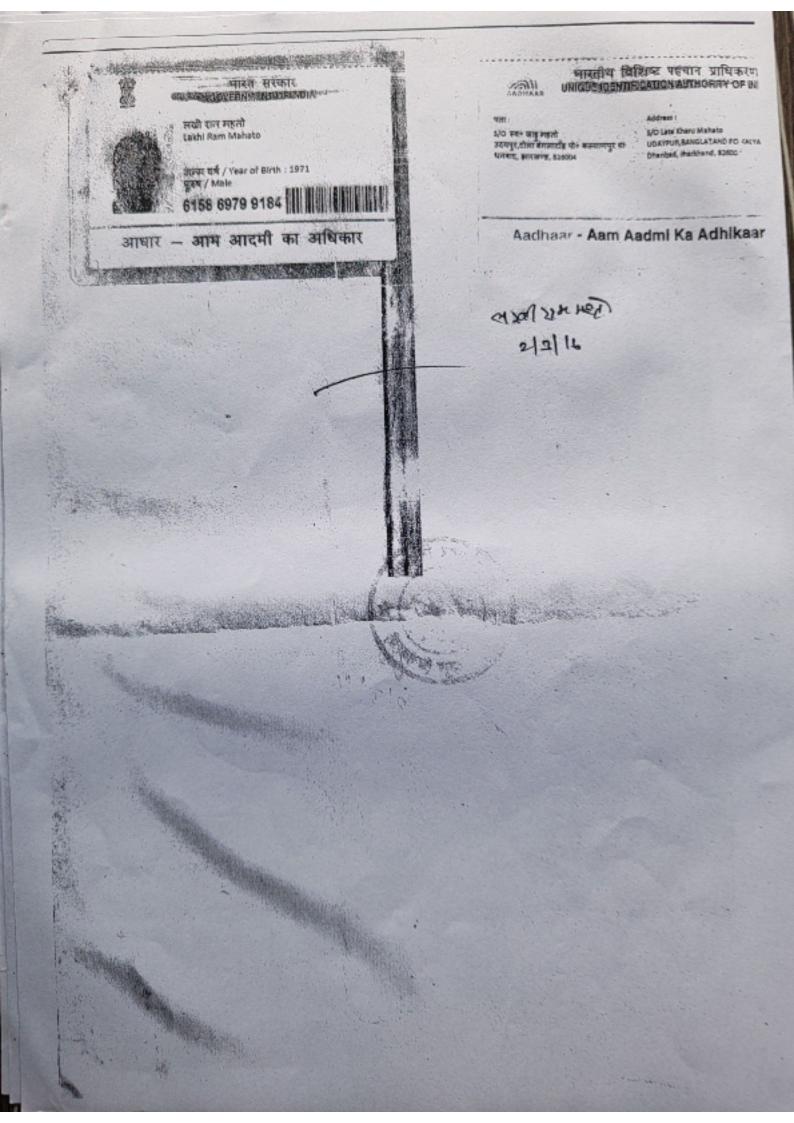
उपरोक्त जमीन बिक्रेता का खास दखल में है कभी किसी तरह का हस्तान्तरण आदि पाया जाय और उससे क्रेता या क्रेता के वशंज को क्षति पहूँचे तो बिक्रेता या बिक्रेता के वशंज क्षति पुरण का देनदार होगा या होगें।

अतः बिक्रेता अपना स्थिर बुद्धि एवं सरलता से बिचारा कर एवं समझ–बुझकर यह बिक्रय पत्र केवाला दस्तावेज लिख दिया कि समय पर काम आवें । ईति तारीख– 2-[3] !&



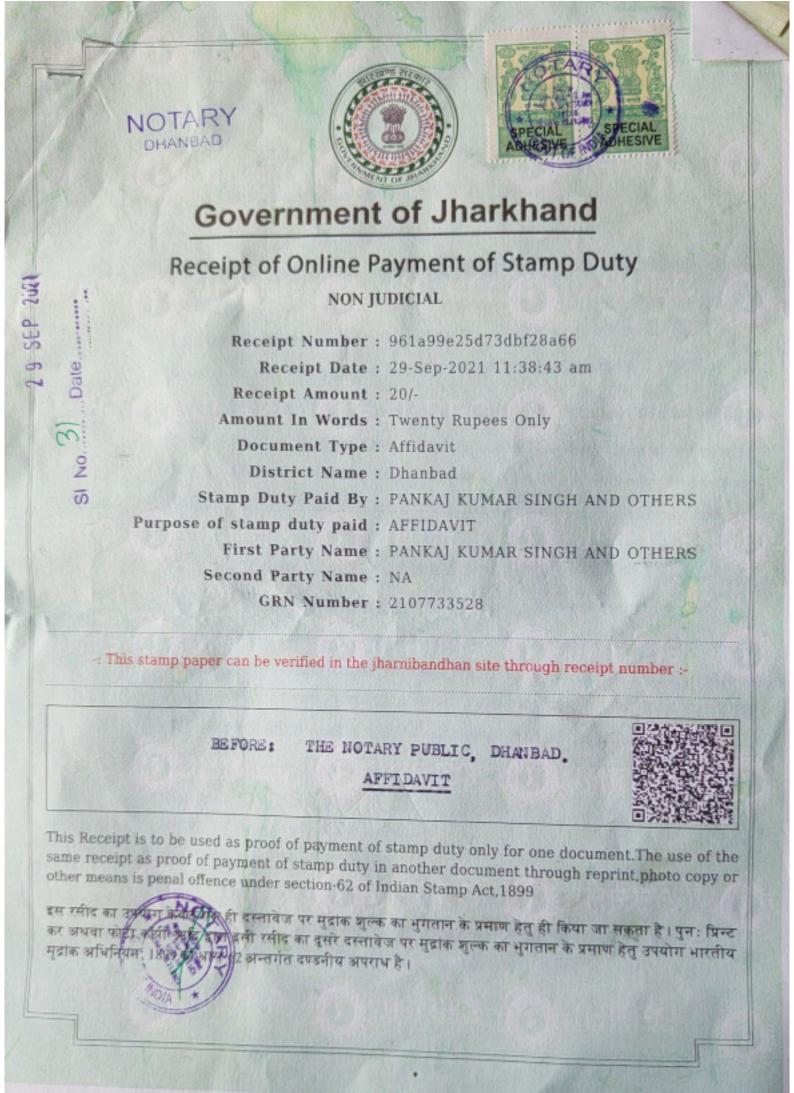






विकाताः स्रा मोतो जाल महता मिता उन्ह सीम सहती झालिमा क्रुसीडीह याना वारवा अड्डा निकार बनवाद, आम मीरतार या श्री लोक ताय पाउँदय पिता श्री आला नाय पार्टडेय साकिसा वाडा सिंदडी याना वरवा अडडा जिला बानवाद देश सी विनोद कुमार पार्ट्य पिता झी तबमी जाराफ्रा पार्ट्डेय साकिमादामकडा वरवा याना वस्ना अउक जेलाः हानलाय श्री पंकाल खुमार शिंह पिता रूक आम स्व यो मिंह आकिवा असुराडा महकुरिया जेतावे कांत्वीकी खाना केट्यु आहीह जिलाम हलाखाद (झाररनण्ड) मीला वहापिडरी नग हर हवाता नग नड रलार तफाझीता : गय 823 रकवार 06 डिसप्रील EG : दुर्भा रतार का अंग 30-इसी (लोट का अंग Got 16-0" 21201 da रतीट ना 8201 821 CIOC 0++17 E.





BEFORE: THE NOTARY PUBLIC, DHANBAD.

AFFIDAVIT

We (1) Pankaj Kumar Singh S/o. Shiv Nandan Prasad Singh, by faith Hinu, by occupation Business, resident of Matkuriya Railway Colony, Kusunda, Dhanbad, Jharkhand-825001, (2) Yogesh Kumar S/o. Late Nand Kishor Prasad, Baanti Niwas Chiragora, Dhanbad, Jharkhand-825001 (3) Kishor Kumar Prananik S/o. Shankar Chadra Prananik, R/o. Vill- Kharikabad Prananik Basti, P.S. Kendadih, P.O. Kusunda, Dist. Dhanbad, Jharkhand-828116, do hereby soleanly affirm on oath and declare as under :-

LLP at Chiraga, Dhanbad.

2. That, We are owners of landed property situated under Mouza Bara Janua No.95, Khata No.194, Old Khata No.01, New Plot No.312 Old Polot No.727, Area 2.90 decimals and New Plot No. 313 Plot No.727 Area 0.17 decimals total 3.07 decimabs.

North - Boundary of Mouza Charakpathar. South - New Plot No. 312 & 313 (Part of) East - 14 feet Wide Road.

West - New Plot No. 317.

3. That, under Govindpur P.S. Mouza Barapichhri No.86, Khata No. 75 Plot No.823 Area 12 decimals our of 06 decimals North - Part plot of this Bouth : Part of this plot. East - 16 feet wide Road. West : Plot No.820 & 821.

contd..2

47 That, the above property present Market value of Rs.70,00,000/- (Rupees Seventy Lacs) only.

5) That, the statements made are true to my knowledgeand belief.and I have concealed nothing.

 That, We are swearing that this affidavit to produce it before the authority concern for needful.

Verification

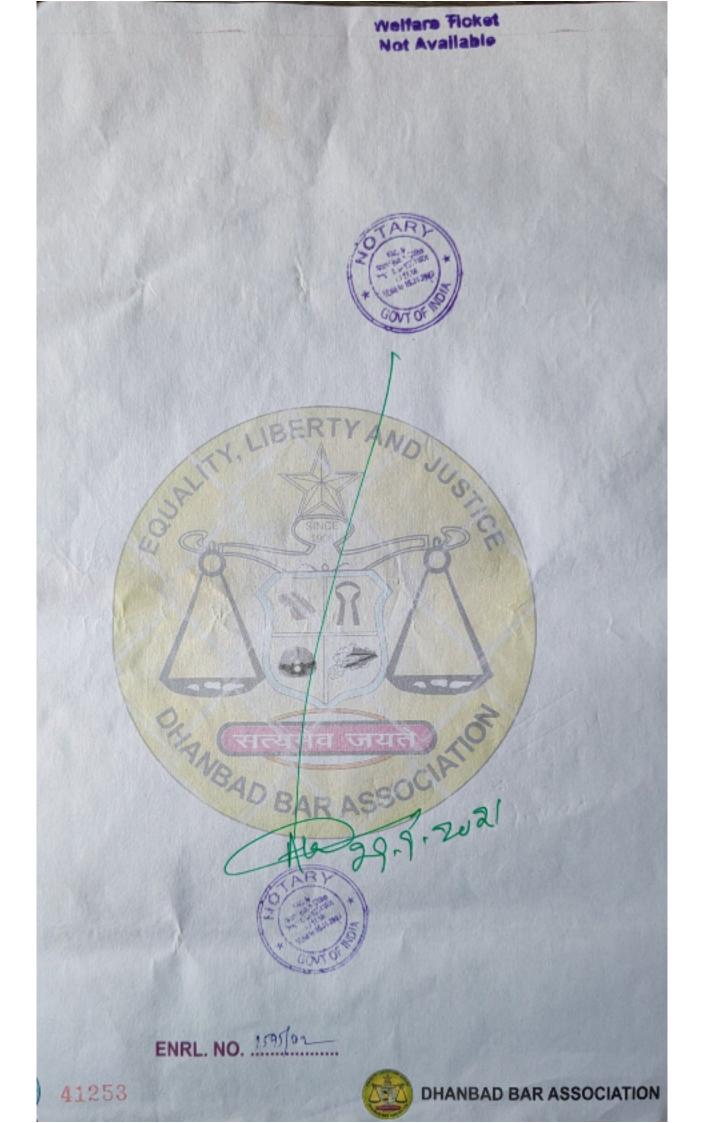
Soleanly affirmed before me by the deponent who is duly identified by Sri N.P.Singh Advocate, Dhenbad. The statements made are true and correct to the best of my knowledge and belief. We sign this at Dhanbad

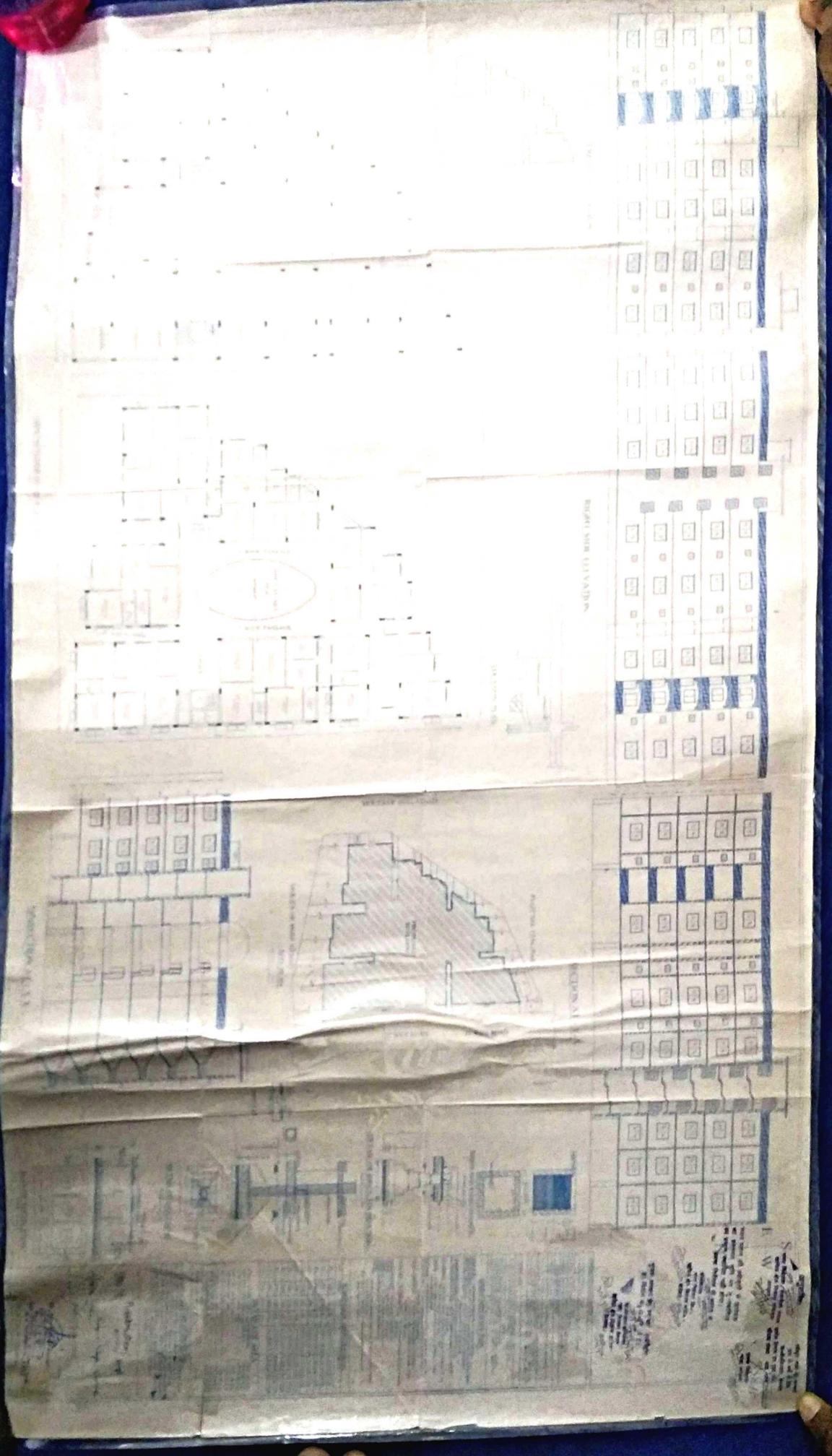
on 29/09/2021. Auf and party for songh (Deponent) Identified by:

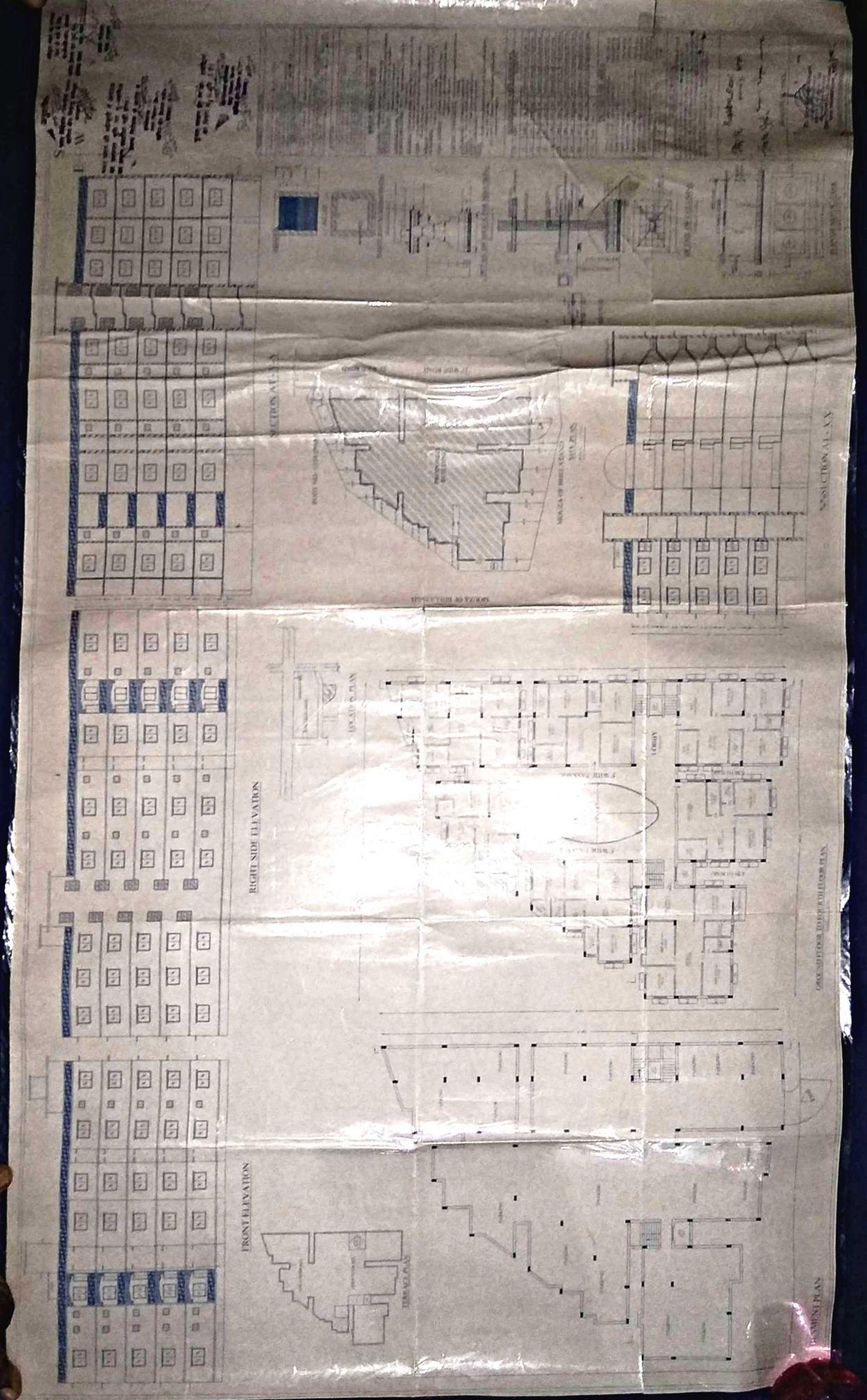
Advocate.V

Notary Public, Dhanbad.

NOTARY 98,9 uthorised -J/S 297 (I) of Cr P.C 1973 (Act No. 11 of 197-& u's 8 (I) (a) of the Noter-Act 1952 (Act No. 53 of 7:









VISHNU PRIYA BUILDERS LLP Office:- EAST END CONVENT

Rani Road, Bhuda, Dhanbad, Jharkhand Ph.: 9334624678,8271132299,8862943672

Ref. No. :_

TO WHOM IT MAY CONCERN

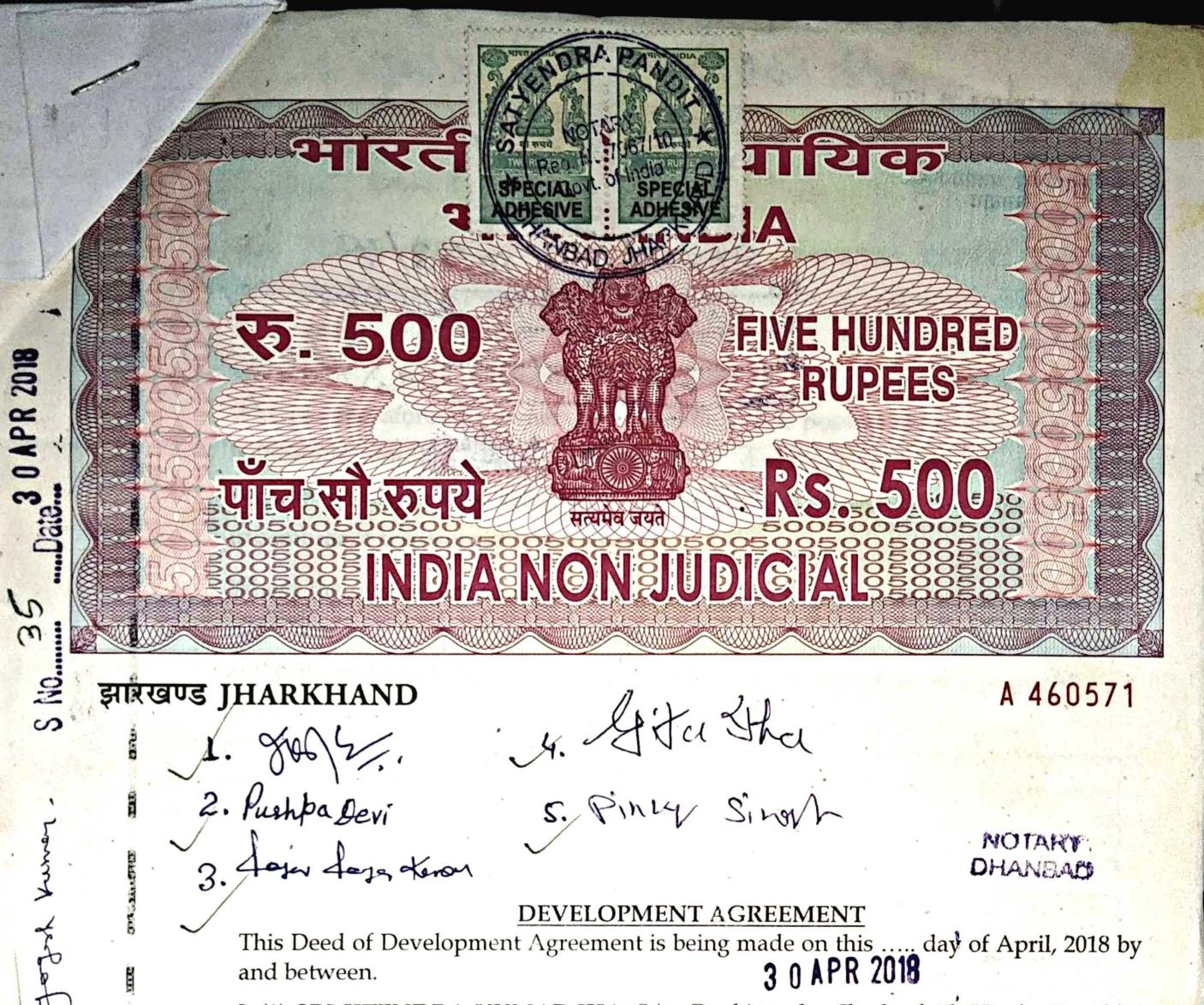
This is to be informed that **MAHABIR RAJWAR**, Son of Mahadev Rajwar, Resident of Jealgora, Govindpur, P.O.-K.G. Ashram, P.S.-Govindpur, Dist.-Dhanbad (Jharkhand) is working in this company as site supervisor. He will continue in all up-coming project.

This company wishes his welfare.

VISHNU PRIYA BUILDERS LLP

Date :

12018



I, (1) SRI JITENDRA KUMAR JHA, S/o- Deokinandan Jha by faith-Hindu, Resident

of J.C. Mallick Road, Hirapur, Dhanbad, (Jharkhand), (2) SMT. PUSHPA DEVI, W/o-Sri Sanjay Kumar Sondik, by faith- Hindu, Resident of J.C Mallick Road, Hirapur, Dhanbad, (Jharkhand) (3) SRI RAJEEV RANJAN KUMAR, S/o Madan Prasad Singh by faith- Hindu, Resident of Qtr. No. 301, Chandresh Oasis, Behind Sai Baba Mandir, Lodha Heaven, Nilje Dombivali East kalian, Nilje Thana, Maharashtra, (4) SMT. GITA JHA, W/o- Sri Pradeep Kumar Jha by faith-Hindu, Resident of-Near Durga Mandir Road, Hirapur, P.S. & Dist.-Dhanbad, (Jharkhand) (5) SMT. PINKY SINGH, W/o-Vikram Singh by faith-Hindu, Resident of 3/1, Chandrawati Apartment, Dhirendrapuram, Dhaiya, P.S. & Dist.- Dhanbad, (Jharkhand) and this expression shall includes his heirs, assures, legal representative hereinafter called landlord FIRST PARTY.

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AND

(1) KISHOR KUMAR PRAMANIK, S/o-Shankar Chandra Parmanik, R/o-Kharikabad, P.O- Kusunda, P.S- Kenduadih, Dist-Dhanbad (Jharkhand)- 828116, (2) YOGESH KUMAR, S/o-Late Nand Kishore Prasad, R/o-Chiragora, P.O+P.S-Dhanbad, Dist- Dhanbad, (Jharkhand)- 826001, (3) PANKAJ KUMAR SINGH, S/o-Late Shiv Nandan Prasad Singh, R/o-Kusunda Matkuria Railway Colony, Kenduadih, Ibhanbad, (Jharkhand), all of three are partner of M/S- VISHNU PRIYA BUILDERS ILLP a partnership firm having office at- Rani Road Bhuda, (Land Mark-East End Convent School), Dhanbad hereinafter called Developer SECOND PART and this expression shall include the legal heirs, representative, assignees of the partners.

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THE TERMS "FIRST PARTY" land owner, "SECOND PARTY" Building Developers unless repugnant to the subject of context or exclusively excluded by shall mean and include their respective legal hiers source, executors, administrator, legal representative successor in interest of office and assign. Whereas the aforesaid owners are absolutely size possess of or otherwise well sufficiently entitled to all property fully described in schedule below of Agreement, hereinafter referred to as the "Said Agreement" are free from all encumbrance whatsoever or howsoever.

Where the owners are covenant that the said property in their exclusive-absolute right title and in marketable condition and has the right power and absolute authority and title to transfer, assign sell the whole or part of the said property. The share of owners in the said property are as follows:-

i.	Jitendra Kumar Jha	:-	40%
ii.	Smt. Pushpa Devi	:-	20%
iii.	Smt Gita Jha	:-	20%
iv.	Smt. Pinky Singh	:-	10%
v.	Sri. Rajeev Ranjan Kumar	:-	10%

The consideration will be shared among the owners as per their respective shares mentioned above and by virtue of sale deed No.- 575 dated 18.02.2015.

Whereas the owner obtained necessary approval from MADA for construction of residential building under the name and style of "Hariom Habitats" vide letter No. ______ dated ______ and also commenced the work and completed construction of the plinth and casted all the columns of stilt slab. Due to unavoidable circumstances the owners could not continue with the construction of buildings and decided to award the further development to the said developer.

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AND WHEREAS the "Developer" offered to carry out further construction at own cost a multistoried building complex over the said property of the owners, and in lieu of that the valuable consideration the builder shall provide 34% of constructed building which or shall be equally divided at each floor.

In addition to 34% of developed area, the developer agree to reimburse Rs. 45,00,000/- (Forty Five Lacs Only) to owner for the cost incurred by the owners for the construction of building till date. The schedule of this payment is annexed herewith. Since the plan is already approved the details of owners and developer share of flats are annexed herewith.

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NOW THIS AGREEMENT WITNESS AND PARTIES MUTUALLY AGREE ON THE FOLLOWING TERMS AND CONDITIONS.

- That the land owner has agreed to appoint the developer to carry out further construction of building and right to develop and to sell, transfer and convey the said tenements of his share after paying consideration amount mutually agreed upon.
- 3. That the developer shall proceed expeditiously with the site development and preparation of the multistoried building a per plan on the land mentioned in the schedule land the new building shall be completed within 36 months from the date of this Agreement. This period may be further extended but not more than 12 months under unavoidable circumstances from the date of this documents. Time of completion is the main essence of this Development Agreement

Further extension only can be allowed for any further period lost under Force majeure, beyond the control of the Developer.

In case of delay in designated period the owners will be at full liberty to

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terminate the said Development Agreement unilaterally with prior Notice and the cost incurred by the developer till the date of termination will be forfeited.

"Land owners will not be held liable and responsible for any payments to be made whatsoever to the laborers, material suppliers and the staff employed by the Developer, any accidents or mis-happenings occurring during construction and all such/any dispute/ differences related thereto and accrued thereupon to any Government Agencies or any local bodies in respect to the proposed construction over the schedule land of this Agreement and that will be the sole responsibility of the Developer including all legal consequences related thereto and keep the Land Owners fully indemnified against all such charges, for which the Land Owners shall not be liable/ responsible at any score.

That, similarly the Land Owners shall not be liable or responsible for any untoward incident or accident etc. that may occur during the construction work

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✓ of the said building complex and the Developer will be solely responsible for the same and indemnify the owner in case of any such eventuality.

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- 4. That, the exact measured covered area in excess of below of the area agreed to be given to the owner by Developer, the same shall be chargeable, refundable as the case may be at the rate to be mutually agreed between the parties.
- 6. That, the Developer will invite the purchasers who agree to acquire the flat, flats on ownership basis in the said building. The Developer would construct the flats along with the common amenities. That it has been agreed between the parties that the land owner shall be the confirming, necessary party in the agreements which will be executed between the developer and the prospective buyers.
- 7. That, the Developer shall deemed to be in the possession of the said premises and shall be free to do all acts, deeds and things lawfully required for

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development by his own cost and expenses. The Developer further undertakes to construct the multistoried building. The detailed specification of flats, buildings and open premises along with required amenities is annexed herewith.

8. That the Developer shall be entitled to develop the said property by constructing multistoried building and the developer in his discretion may receive and realise the prices in respect of the allotments and sale of such tenements, flats and parking space of his share and appropriate the sale proceeds and transfer the said property on flat thereof from time to time to one or more prospective buyers, co-operative society or bodies and it is applicable for owner also for their respective share, i.e., the Owner can sell their share of flats to any prospective buyers and can receive the consideration in their name as per the Development at the site.

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That, the first party hereby agree that if any prospective purchasers, 9. purchasers desire to take loan advance from any financial institutions for such purpose, and he shall have no objection in this respect.

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- That, the land Owner will not have any objection liable for any liability 10. whatsoever either in relation to the construction by the Developer or will be liable to any outsiders in respect of any act done by the developer with any outsider.
- That, the land Owner has agreed to execute any other deed of agreement or 11. deed of Release of Power of Attorney, if required for the due execution of the development work as agreed upon between the parties.
- 12. That, owner of land shall provide the land of schedule below to the builder and thereafter constructing multistoried building the owner jointly shall have absolute ownership free from all encumbrances of 34% of the total covered area to the "Developer" offered to construct at own cost a multistoried building complex over the said property of the owners, and in lieu of that the valuable consideration the builder shall provide 66% of constructed building which or shall be equally divided in each floor and every side of the building.
- That, as mentioned above, the owners shall have no right over the rest 66% of 13. the constructed area of the land.



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- That, it has been also agreed upon by both the parties to this agreement that 14. the owner shall have drawings and sewerage, water connection, etc, in common with other allottes or occupants of the flats with respect to the Owner's share.
- That the builder shall complete the multistory building on the land given and 15. expect providing the land no money to the builder be handed over towards the construction cost.
 - That, the developer shall be entitled to 66% of the area for open and covered parking space of the said premises and also be entitled to receive the sale proceeds with respect to the same. The Owner will be entitled for 34% of area for open and covered parking space of the said premises and to receive the sale consideration for the share allotted to him.
- That the developer/ promoter hereby agrees and undertakes that 34% of the total constructed area inclusive of common area and service area described in

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the agreement and the delivery of possession of the same shall be handed over to the owners by the developer/ promoter on above mention period i.e., 30 months from the date of this document except the period of force majeure.

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- That, the owners shall be at liberty to sell mortgage, lease or let out the whole or 18. any part and in any manner of his exclusive share of 34% of the total constructed area over which the developers promoters or any co-sharer shall raise no objection with respect to the said 34% of the owners allocation.
- 19. That, the owners shall have absolute and exclusive interest, right to sell, title over only 34% of the total constructed area of the said Apartment and the rest 66% Owners shall have no interest, stake, right and title except over the rest 34% of the total constructed area of the newly constructed saleable area of the proposed Apartment and it will be exclusive property of the Developer and the Developer will have absolute title, right and interest over the same.
- 20.That, the Developer in respect of the above mentioned Power of Attorney, further undertakes to indemnify the Owners against any loss or liability arising out of sale/ mortgage of the said flats to the purchasers in respect to their share over the said Apartment.
- That, the Developer undertakes to obtain all sorts of Government clearances or 21. Government sanctions from the concerned competent Authorities for the

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proposed construction or the multistoried Apartment over the schedule land, this agreement at their own cost and owner shall not be liable for imbursement to any cost, changes and expenses for any reason. The Developer also undertakes to obtain completion certificate from concerned Authority after the completion of the project.

- 22. The Developer has agreed to register the said project under RERA and date of completion mentioned in this agreement will be same in RERA.
 - In case of any disputes among the partners of the developers will not affect the said project in any way and it will be in the discretion of owner to continue with the said Developers or not. In such case the Owners will be at full liberty to discontinue with the said Developer and award the said project to any other prospective developer of his choice and the cost incurred by said developers till

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- such date will be forfeited and the Developer will not claim anything or will not have any lien on the said land/ property.
- 24. The Developer undertake to complete the building with all the amenities such as lift, water connection, parking, power back up etc as mentioned in Amenities annexure, then only the project will be considered as complete in all respects and the cost incurred on these amenities will be solely borne by the Developer.
- 25. The Developer also undertakes to allow the Owners or their representatives to enter/ inspect the site at any time without any prior notice and will also update the Owners regarding the Development at site at regular interval.
- 26. The said development Agreement is a pure owner-Developer Agreement and in no way the Ownership of said land is shared with developers, 100% Ownership of land lies with the said Owner.
- 27. The Developer undertakes to honour the post dated cheques and if failed to do so the said development Agreement will stand null and void and the amount incurred by Developer till such date will be forfeited.
- 28. That, it shall be incumbent upon the Owner that he shall hand over the Schedule land free from all encumbrances, with freely marketable value having

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perfect right, title and it shall also be incumbent upon the Owner to remove the defect, if any, with respect to the tide of the said land and for which the Owner shall be fully liable and responsible.

THAT THE LAND OWNERS HEREBY DECLARES: -

- 1. That the area of the said land is approx 18.08 katthas.
- That the property is free hold land and the owner has perfect title to the same free from all encumbrances.
- 3. That the owner has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment right, gift, lien, leave license permission, rent, possession charge inheritance or any other encumbrances whatsoever.

That, it is agreed that in all transfer, conveyance of land or built up area, the purchaser, transferee shall bear the cost of stamp duty and other registration or legal charges.

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5. That, in case any dispute or differences occur between the parties the same shall be referred to the Arbitrator and the provisions of Arbitration Act 1996 shall apply.

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2. Rushka Devi

- That, the land owner after entering into the agreement shall not do any act, 6. deed of thing whereby the construction or development of the said premises is in any way hindered or impeded with nor shall in any way commit breach of any term and condition aforesaid land hereby agrees that the construction shall be done by the only and no one else.
- 7. The developers shall in the course of erection upon the land and on completion of the said building do all lawful act things required and perform the works in conformity in all respects with the bye laws. Against the law the builder shall not do anything for which the Owners of the land should not be responsible for any act of MADA and MUNICIPAL CORPORATION Law etc and the payment would be made by the developer as per the schedule-"B".
- "After Sale of the Flats, the maintenance of the Amenities & the Building, shall 8. undertaken by the Land Owner/ his associates, forming a maintenance Committee, in which 02 Elected Flat Owners, shall be Member, to be replaced yearly, by same Election Process by the Flat Owners.

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- It is mutually agreed that the name of the building will be decided by Owner, as per his wish and desire, in which the Developer shall have nothing to object. It is agreed that the Developer and/ or the Owner shall incorporate a clause in their respective document so that successor in interest does not change the name of the building once the same is completed.
- It is agreed between the parties that in case of registration of these present, the 10. Stamp Duty, Registration Fees, Applicable Govt. taxes and other Misc. Expenses including lawyer's fee for Registration of this Agreement and/ or for Power of Attorney, as contemplated under this agreement shall be borne and paid by the Developer.

Any notice required to be given by either of the parties hereto, shall be deemed to have been served upon the Counter Part, if delivered by hand and duly acknowledged or send by prepaid registered post with acknowledgement due, sent to the known address, which appears in this agreement.

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That, as mentioned above, the owners shall have no right over the rest 66% of 12. the constructed area of the land.

13. That, the Owners shall have absolute and exclusive interest right to sell, title over only 34% of the total constructed area as well as corresponding uncovered area of the newly constructed saleable area of the proposed Apartment and it will be exclusive property of the Owner and the Owner will have absolute title, right and interest over the same.

SCHEDULE: DEFINITION

in the grant which is and is	Owners or Land Owner		 (1) SRI JITENDRA KUMAR JHA, , S/o- Deokinandan Jha by faith-Hindu, Resident of J.C. Mallick Road, Hirapur, Dhanbad, (Jharkhand) (2) SMT. PUSHPA DEVI, W/o- Sri Sanjay Kumar Sondik, by faith- Hindu, Resident of J.C Mallick Road, Hirapur, Dhanbad, (Jharkhand) (3) SRI RAJEEV RANJAN KUMAR, S/o Madan Prasad Singh by faith- Hindu, Resident of Qtr. No. 301, Chandresh Oasis, Behind Sai Baba Mandir, Lodha Heaven, Nilje Dombivali East kalian, Nilje Thana, Maharashtra (4) SMT. GITA JHA, W/o- Sri Pradeep Kumar Jha by faith-Hindu, Resident of-Near Durga Mandir Road, Hirapur, P.S. & DistDhanbad, (Jharkhand) (5) SMT. PINKY SINGH, W/o- Vikram Singh by faith- Hindu, Resident of 3/1, Chandrawati Apartment, Dhirendrapuram, Dhaiya, P.S. & Dist Dhanbad,
(d b)	Developer	2 T	(Jharkhand) Shall mean M/S- VISHNU PRIYA BUILDERS LLP.Office AddressDhanbad and its successors and assigns
C)	Purchaser		Shall mean and include their legal hiers, Administrator, legal hiers and assign.
ORAPANO	Building		Shall mean multistoried building constructing of Flats, car parking space and other construction for common use area 18.5 Katha in different floors.
	Flat	-	Shall mean constructed area or space in the building intended to be built up and or constructed area capable of being occupied and enjoyed independently.
7/50	Plan	:-	The said unit of Flat or Market also mean to room, space and the other space and all fittings

SCHEDULE "A" PREMISES

ALL the piece and parcel of the land measuring in the Deed No .:- 723/575 dated 18.02.2015 part of Khata No:- 43, Plot No.:- 1353, 1354 and 1355, Khata No.-49, Plot No.-1352, Area 18.08 kattha or to say 29.88 decimals of land in Mouza-Sushinilewa No.-88, Butted and bounded as follows: -

1. Deed No.-723/575 North :- Mouza Bhelatand East : - Mouza Bhelatand

South : - Plot No.-1354 (Part) West: - 21 feet wide Road

Witness: -1. Pankajato Sumon. 2. Rojeski Kuman II., 3.

4.

Executants: -

Land Owner (First Party)

1. July . 2. Puebla Devi 3. Jew Lesenteron

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Stitasha Pinrs.m **Builder/ Developer** 1. Arajant 2. Julies her Singh 3. / Hagen Union



VISHNU PRIYA BUILDERS LLP Office:- EAST END CONVENT

Rani Road, Bhuda, Dhanbad, Jharkhand Ph.: 9334624678,8271132299,8862943672

Ref. No. : VPB/2018/01

Date : 15/05/2018

TO WHOM IT MAY CONCERN

This is to be informed that MAHABIR RAJWAR, Son of Mahadev, Rajwar, Resident of Jealgora, Govindpur, P.O.-K.G. Ashram, P.S.-Govindpur, Dist.-Dhanbad (Jharkhand) is working in this company as site supervisor. He will continue in all up-coming project.

This company wishes his welfare.

VISHNU PRIYA BUILDERS LLP

pup aufs. Parmer 15/05/2018

LIMITED LIABILITY PARTNERSHIP AGREEMENT (As per Section 23(4) of LLP Act, 2008)

THIS Agreement of Limited Liability Partnership made at 12.01 pm this 3rd Day of OCTOBER, 2017.

BETWEEN

- KISHOR KUMAR PRAMANIK, son of SHANKAR CHANDRA PRAMANIK, residing at VILL-KHARIKABAD PRAMANIK BASTI P.S. KENDUADIH,KUSUNDA,DHANBAD-1. CUM-JAGTA, DHANBAD, JHARKHAND, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the FIRST PARTY, and
- 2. PANKAJ KUMAR SINGH, son of SHIV NANDAN PRASAD SINGH, residing at MATKURIYA RAILWAY COLONY, KUSUNDA, DHANBAD , which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the SECOND PARTY,
- 3. YOGESH KUMAR, son of KISHORE NAND PRASAD, residing at BASANTI NIWAS CHIRAGORA, HIRAPUR, DHANBAD, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and herein after called the THIRD PARTY,

(THE FIRST, SECOND AND THIRD PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A PARTNER AND COLLECTIVELY AS PARTNERS) WHEREAS the abovementioned PARTIES have mutually agreed to carry on business of BUILDERS, DEVELOPERS, PROMOTERS, CONTRACTORS, AND SUPPLIER OF CONSTRUCTION MATERIALS and other ancillary business more particularly described in the Schedule I annexed herewith or any other business in any other manner as may be decided by the majority of Partners.

NOW The First, Second Party and Third party are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to record the terms and conditions of the said formation.

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- (i) The Act and the said Act shall mean the Limited Liability Partnership Act, 2008
 - (ii) The Rules and the said Rules shall mean the Limited Liability Partnership Rules, 2009
 - (iii) The provisions of the first schedule of the Act will not be applicable to the LLP so far as they are not inconsistent with any of the clauses of the agreement.
 - (iv) Designated Partners Designated Partner is Partner as defined u/s 7 of Limited Liability Partnership Act, 2008
 - (v) Partners Partners are those who are admitted to VISHNUPRIYA LLP with the mutual consent of the Designated Partners and include the Designated Partner.

(vi) Contribution – Contribution means the amount brought in by the partners of VISHNUPRIYA LLP

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(vii)Profit Sharing Ratio – Profit Sharing Ratio means the ratio in which the profits of the LLP shall be distributed among the partners of the LLP, and is more specifically described in Clause 12 of this Agreement.

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IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

 A Limited Liability Partnership shall be carried on in the name and style of 'VISHNUPRIYA LLP.' [hereinafter referred to as 'VISHNUPRIYA LLP' or 'The LLP'].

The LLP shall have its Registered Office at Chiragora and / or at such other place or places, as shall be agreed to by the majority of the Partners from time to time. In the event of the business being carried out from the premises mentioned hereto, it is agreed and understood by the Second Party that the said premises belongs to the First Party and the Second Party shall not have any right, title or claim in the said premises or create any mortgage or lien thereon and shall at no point in time be entitled to claim any tenancy or occupational rights in the said premises either on their own or through this LLP.

The First, Second and Third Parties shall be the Partners on the incorporation of VISHNUPRIYA LLP.

The First, Second and Third Parties shall be the Designated Partners on the incorporation of VISHNUPRIYA LLP.

2. The initial contribution of VISHNUPRIYA LLP shall be Rs 600000/- (Rupees Six Lacs only) which shall be contributed by the Partners in the following proportions :

First Party	: 33.33% i.e. Rs. 200000/- (Rupees Two Lacs only)
Second Party	: 33.33% i.e. Rs. 200000/- (Rupees Two Lacs only)
	Third Party :33.33% i.e. Rs.200000/- (Rupees Two Lacs only

Any further contributions, if required by the LLP shall be brought by the Partners in such ratio as may be decided with the consent of all the Partners from time to time.

OR

with the consent of majority of the Partners from time to time

OR

in the ratio of initial contribution.

OR

in the ratio of profit sharing ratio mentioned hereinafter.

OR

in the ratio of voting rights mentioned hereinafter.

3. The LLP shall have a common seal to be affixed on documents as defined by Partners under the signature of any of the Designated Partners.

- 4.
- All the Partners are entitled to share profit and losses in the ratio of their respective contribution in the LLP.

OR

in the ratio of their respective voting rights in the LLP.

OR

in the ratio of 1:1:1.

OR

in such ratio as may be determined by majority of the partners.

OR

in such ratio as may be determined by all the partners.

5. The voting rights of all the Partners shall be in the ratio of the ratio of 1:1:1.

OR

in the ratio of their respective contribution in the LLP.

OR

in the ratio of their respective profit sharing ratio in the LLP.

OR

in such ratio as may be determined by majority of the partners.

OR

in such ratio as may be determined by all the partners.

6. The business of VISHNUPRIYA LLP shall be of BUILDERS, DEVELOPERS, PROMOTERS, CONTRACTORS, AND SUPPLIER OF CONSTRUCTION MATERIALS and other ancillary business more particularly described in the Schedule I annexed herewith or any other business in any other manner as may be decided by the majority of Partners.

OR

as may be decided by the all the Partners.

Contribution:

- The Contribution of a Partner may be tangible, intangible, moveable or immoveable 8 property.
- Subject to approval of all the partners, VISHNUPRIYA LLP may call for bringing in 9 additional amount of contribution from the existing partners in their profit sharing ratio, for meeting operational needs, working capital requirements and any other

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requirements.

Such increase in contribution shall be done by amending the LLP

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effect with the approval of all partners and necessary compliance with all the requirements under the Act and Rules.

10. The contribution brought in by each of the partners may be withdrawn, partly or fully, with the consent of all the partners. Such withdrawal of contribution shall be followed by a suitable modification of the LLP Agreement with the consent of all the partners.

OR

as may be decided by majority of the Partners.

Profit Sharing Ratio:

12. The profit sharing ratio of the partners of VISHNUPRIYA LLP will be in proportion to his contribution of the LLP.

OR

in the ratio of their respective voting rights in the LLP.

OR

in the ratio of 1:1:1.

OR

in such ratio as may be determined by majority of the partners.

OR

in such ratio as may be determined by all the partners.

- 13. Unless all the Partners agree otherwise, the profit sharing ratio of any new Partner admitted in the LLP will be in proportion to his contribution of the LLP.
- 14. The profit sharing ratio of the Partners may be altered subject to approval of all Partners,

OR

subject to approval of majority of the Partners

and alteration of the LLP Agreement to this effect and necessary compliance with all the requirements under the Act and Rules.

PARTNERS

Admission of New Partner:

15. No Person or Body Corporate may be introduced as a new Partner without the consent of all the existing Partners.

subject to approval of majority of the Partners

OR

subject to approval of DESIGNATED partners

and such incoming Partner shall give his prior consent to act as Partner of VISHNUPRIYA LLP.

 Consequent to admission of a new partner, the LLP Agreement shall be suitably modified with the consent of all the partners.

OR

subject to approval of majority of the Partners

Resignation/ Retirement of Partner:

- Any Partner may cease to be Partner of the LLP by giving a notice in writing of not less than thirty (30) days to the other Partners of his intention to resign/ retire as Partner.
- 19. On the expiry of the notice period or at an earlier date at the discretion of continuing Partners, the resigning/ retiring Partner shall cease to be a Partner in the LLP
- 20. The accounts of the LLP shall be taken as closed on the date of resignation/ retirement/ transfer of partners' rights to other persons/ person other than existing partners, and the amount found due from or payable to the Resigning/ Retiring Partner/ Partner whose rights are being transferred, shall be paid or recovered within three months of the date of resignation/ retirement. The business of the LLP with all its assets and liabilities shall be continued by the continuing Partners.

Death of Partner:

- 20. On the death of the First Party, the Second Party agrees to admit within thirty (30) days legal heir as a Partner on the same terms and conditions as the First Party.
- 21. On the death of the Second Party, the First Party agrees to admit within thirty (30) days legal heir as a Partner on the same terms and conditions as the Second Party.
- 22. On the death of the Third party, the Third party agrees to admit within thirty(30) days legal heir as a Partner on the same terms and conditions as the Third Party
- 23. Upon the death of any of the Partners herein the heirs, executors and administrators of such deceased Partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased Partner.
- 24. On the death of any Partner, if his or her heir / heirs opt not to become the Partner, the

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surviving Partners shall have the option to get the profits of the LLP in the profit sharing ratio of the deceased Partner

Removal of Partner

- 25. No Partner can be expelled by the other Partners or a majority of Partners except in where he (cho have the left) of the barries of where he / she have been found guilty of carrying on any activity / business of VISHNUPRIYA LLP for fraudulent purposes.
- 26. A Partner may be expelled by giving a notice of thirty (30) days from the date of decision taken by the majority of Partners, after giving an opportunity to such partner, to be heard.

Rights of Partner:

- 26. All the Partners hereto shall have the rights, title and interest in all the assets and properties in the LLP in the proportion of their contribution to the capital.
- 27. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other Partners and the LLP shall have no objection thereto provided that the said Partner has intimated the said fact to the LLP before the start of the independent business and moreover he shall not use the name of the LLP to carry on the said business.
- 28. Every Partner has a right to have access to and to inspect and copy any books of account / documents, etc. of the LLP.

OR

On requirement of such number of partners carrying 33.33% of voting rights, the books of accounts/ documents, etc., can be inspected.

- 29. The LLP shall have perpetual succession, and the death, retirement or insolvency of any Partner shall not dissolve the LLP.
- 30. Upon insolvency of a Partner his or her rights, title and interest in the LLP shall come to an end.

Duties of Partners:

- 31. Every Partner shall account to the Limited Liability Partnership for any benefit derived by him without the consent of the Limited Liability Partnership from any transaction concerning the Limited Liability Partnership, or from any use by him of the property, name or any business connection of the Limited Liability Partnership.
- 32. Every Partner shall indemnify the Limited Liability Partnership and the other existing Partners for any loss caused to it by his fraud in the conduct of the business of the Limited Liability Partnership.
- 33. Each Partner shall render true accounts and full information of all things affecting the Limited Liability Partnership to any Partner or his legal representatives.

- 34. No Partner shall without the written consent of all the other Partners of VISHNUPRIYA LLP:
 - I. Employ any money, goods or effects of VISHNUPRIYA LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of VISHNUPRIYA LLP.
 - II. Lend money or give credit on behalf of VISHNUPRIYA LLP or to have any dealings with any Persons, Company or Firm whom the other Partners previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with VISHNUPRIYA LLP by the Partner incurring the same.
 - III. Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby VISHNUPRIYA LLP property or any part thereof may be seized.
 - IV. Assign, mortgage or charge his or her share in VISHNUPRIYA LLP or any asset or property thereof or make any other person a Partner therein.
 - V. Compromise or compound or (except upon payment in full) release or discharge any debt due to VISHNUPRIYA LLP except upon the written consent given by all the other Partners.

Extent of Liability of the LLP:

35. The LLP is not bound by anything done by a Partner in dealing with a person if :

- I. the Partner in fact has no authority to act for the LLP in doing a particular act; and
- II. the person dealing with him knows that he has no authority or does not know or believe him to be a Partner of the LLP.

MEETINGS

36. One or more meetings of the partners of the LLP may be held at any such time and at any such intervals as may be deemed fit by all the partners of the LLP.

OR

as may be deemed fit by the majority of the partners of the LLP.

OR

as may be deemed fit by the Designated partners of the LLP.

Notice of Meeting:

37. All the matters related to VISHNUPRIYA LLP as mentioned in Schedule II to this Agreement shall be decided by a resolution passed by all the Partners.

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by the majority of the partners of the LLP.

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38. The meeting of the Partners may be called by giving 15 days prior notice to all the Partners at their residential address or by mail or by Email provided by the individual Partners in writing to the LLP. In case any Partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided that the meeting may be called at shorter notice, if majority of the Partners agree in writing to the same either before or after the meeting.

Requisition for Meetings:

- 39. Any partner holding not less than one-tenth of the paid up value of contribution of VISHNUPRIYA LLP, singly or jointly with one or more partners of the LLP, may make a requisition for convening and holding a meeting of the Partners of VISHNUPRIYA LLP. Such requisition made by the Members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the office; provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.
- 40. Upon the receipt of any such requisition, the Designated Partners shall forthwith call a meeting of the Partners of VISHNUPRIYA LLP and if the Designated Partners do not proceed within 15 (fifteen) days from the date of the requisition being deposited at the Office to cause a meeting to be called; on a day not later than 30 (thirty) days from the date of deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the contribution held by all of them or not less than one-tenth of such of the paid-up value of contribution of the LLP, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of deposit of the requisition as aforesaid.

Place and Manner of holding Meetings:

- 41. With the written Consent of all the Partners, a meeting of the Partners may be conducted through Teleconferencing.
- 42. The meeting of Partners shall ordinarily be held at the registered office of VISHNUPRIYA LLP or at any other place as per the convenience and agreement of Partners.
- 43. At any time, any of a partner of VISHNUPRIYA LLP, being a body corporate, it shall be deemed to be present, if it is represented by any individual holding a valid letter of authority/ power of attorney/ resolution allowing such individual to represent the body corporate in the meetings of Partners of VISHNUPRIYA LLP.

Proxy

44. A partner of VISHNUPRIYA LLP may, by executing a power of attorney or a letter of authority, appoint any individual as his proxy to represent such Partner in his absence, at the meetings of Partners of VISHNUPRIYA LLP. If such appointer is a corporation, such power of attorney/ letter of authority shall be under the common seal of such corporation.

Quorum for Meetings:

- 45. Two Partners present in person shall be a quorum for a Meeting of partners of VISHNUPRIYA LLP.
- 46. If, at the expiration of half an hour from the time appointed for holding a meeting of VISHNUPRIYA LLP, a quorum shall not be present, the meeting if convened by or upon the requisition of Partners, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day at such other time and place as the majority of Designated Partners may determine, and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the Partners present shall be a quorum, and may transact, the business for which the meeting was called.

Chairman of the meeting

- 47. The majority of the partners may, at any time, elect any person amongst them as a Chairman to chair all or any of the meetings of the Partners of VISHNUPRIYA LLP held after his appointment as a Chairman.
- 48. If the majority of the partners of VISHNUPRIYA LLP have not appointed any Chairman or if at any meeting, such Chairman shall not be present within fifteen minutes of the time appointed for holding such meeting then the Partners present shall elect one of their Partners to be the Chairman.
- 49. No business shall be discussed at any Meeting of Partners except the election of a Chairman, whilst the chair is vacant.

Voting at meetings of Partners

- 50. The voting for matters discussed at the meetings of Partners shall be by show of hands, unless voting by poll is demanded by the Partners.
- 51. At the meetings of Partners, votes may be given either personally or by proxy. A body corporate, being a Partner of VISHNUPRIYA LLP may vote either by a proxy or by a representative duly authorized by a Board resolution/ power of attorney/ letter of authority, and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as the body could exercise if it were an individual Partner.
- 52. Every Partner shall be entitled to be present and to speak and vote at such meeting, and on a show of hands every Partner present in person shall have one vote and upon a poll the voting rights of every Partner, whether present in person or by proxy, shall be in proportion to his share of the paid-up contribution of the LLP.
- 53. A Partner present by proxy shall be entitled to vote only on a poll but not on a show of hands, unless such Partner is a body corporate present by a representative in which case such proxy shall have a vote on the show of hands as if he were a Partner.
- 54. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

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Chairman's Casting Vote

55. In the case of any equality of votes, the Chairman shall both on a show of hands and at a poll (if any) have a casting vote in addition to the votes to which he may be entitled as a Partner.

Circular resolution

- 56. The Partners may pass the necessary resolutions in writing by way of circulating the resolution in draft together with the necessary documents, relating to the business mentioned in Schedule II and such resolutions shall be binding on all the Partners of VISHNUPRIYA LLP.
- 57. On a poll taken at a meeting of Partners of VISHNUPRIYA LLP, a Partner entitled to more than one vote, or his proxy, or other person entitled to vote for him as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.
- 58. The Partners shall ensure that all decisions taken by them in meetings are recorded in the minutes within thirty (30) days of taking such decisions and are kept and maintained at the Registered Office of VISHNUPRIYA LLP.
- 59. Each Partner shall :
 - (i) Punctually pay and discharge the separate debts and engagement and indemnify the other Partners and VISHNUPRIYA LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
 - (ii) Be faithful to the other Partners and shall at all times, give and render to the other Partners true and correct account and information of the VISHNUPRIYA LLP business and affairs and of all transactions, matters and things relating thereto;
 - (iii)Punctually and forthwith account for and pay in VISHNUPRIYA LLP all moneys, cheques and other negotiable instruments whatsoever received by him for and on behalf of VISHNUPRIYA LLP and shall punctually and forthwith credit or get credited the same in the books of accounts of VISHNUPRIYA LLP.
- Each of the Partners shall give time and attention as may be required for the fulfillment of the objectives of VISHNUPRIYA LLP business and they all shall be the Working Partners. II.

DESIGNATED PARTNERS

Appointment of Designated Partners:

- 60. The First Party, Second Party and Third Party shall act as the Designated Partners of VISHNUPRIYA LLP in terms of the requirement of the Limited Liability Partnership Act, 2008 and the Limited Liability Partnership Rules, 2009.
- 61. The majority of partners of VISHNUPRIYA LLP may appoint, from time to time, any one or more members to be the Designated Partners of VISHNUPRIYA LLP, such that the minimum number of Designated Partners does not, at any time, falls below two.

- 62. The Designated Partners need not be compulsorily partners of VISHNUPRIYA LLP.
- 63. VISHNUPRIYA LLP may from time to lime, increase or reduce the number of Designated Partners, with the approval of all Partners, within the limits fixed in this behalf by this Agreement and the LLP Act, 2008.

Resignation of Designated Partner:

- 64. Any Designated Partner may resign from VISHNUPRIYA LLP by giving a notice of 30 days to the LLP.
- 65. The vacant position caused due to resignation of such Designated Partner shall be filled in with the approval of majority of the partners of VISHNUPRIYA LLP within a period of 2 months from the date of resignation.

Removal of Designated Partner:

- 66. Any Designated Partner can be expelled by the other Partners or a majority of Partners by assigning the reason for removal of Designated Partner.
- 67. A Designated Partner may be expelled by giving a notice of thirty (30) days with the approval of majority of Partners, after giving an opportunity to such Designated Partner, to be heard.
- 68. The vacant position caused due to removal of such Designated Partner shall be filled in with the approval of all partners of VISHNUPRIYA LLP within a period of 3 months from the date of removal.

Powers of Designated Partner:

- 69. The business of VISHNUPRIYA LLP shall be managed jointly by the Designated Partners, who may exercise all such powers of the LLP and do all such acts and things as are not, by the Act, or this Agreement, required to be exercised only by the Partners of VISHNUPRIYA LLP.
- 70. Provided that the Designated Partners shall not except with the consent of the majority of the Partners:-

sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the LLP, or where the LLP owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking;

remit or give lime for the repayment of, any debt by a Designated Partner;

invest, otherwise than in trust securities, the amount of compensation received by the LLP in **respect** of the compulsory acquisition of any such undertaking as is referred to **in Clause** (a) or of any premises or properties used for any such undertaking **and** without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time;

contribute to Charitable and other funds not directly relating to the business of the LLP or the welfare of its employees any amounts, the aggregate of which will in any financial year exceed Rupees ______ only or five percent of its average net profits of the LLP.

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- 71. Subject to the restrictions on the Designated Partners, provided by the above clause, the Designated Partners shall have the following powers:
 - To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the LLP.
 - 2. To purchase or otherwise acquire for the LLP any property, rights, privileges which the LLP is authorized to acquire, at or for such price or consideration and generally on such terms and conditions as they think fit, and in any such purchases or other acquisition to accept such title as the Designated Partners may believe or may be advised to be reasonably satisfactory.
 - 3. To pay for any property, rights, or privileges acquired or services rendered in the LLP either wholly or partially, in cash or bonds, mortgages, or other securities.
 - 4. To secure the fulfillment of any contracts or engagements entered into by the LLP by mortgage of all or any of the property of the Company and its unpaid contribution for the time being or in such manner as they may think fit.
 - 5. To appoint any person to accept and to hold in trust for the LLP any property belonging to the LLP, or in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
 - 6. To institute, conduct, defend, compound, or abandon any legal proceedings by or against the LLP or its officers or otherwise payment or satisfaction of any debts due, and of any claims or demands by or against the LLP, and to refer any differences to arbitration, and observe and perform any awards made thereon.
 - 7. To act on behalf of the LLP in all matters relating to bankrupts and insolvents.
 - To make and give receipts, releases and other discharges for moneys payable to the LLP, and for the claims and demands of the LLP.
 - 9. To invest, deposit and deal with any moneys of the LLP not immediately required for the purpose thereof, upon such security, or without security and in such manner as they may think fit, and from time to time to vary or realise such investments
 - 10. To execute in the name and on behalf of the LLP in favor of any Designated Partner or other person who may incur or be about to incur any personal liability whether as principal or surety: for the benefit of the LLP such mortgages of the LLP's property (present and future) as they think fit; and any such mortgage may contain a power of sale, and such other powers, provisions, covenants and agreements as shall be agreed upon.
 - 11. To determine from time to time who shall be entitled to sign, on the LLP's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give necessary authority for such purpose.
 - 12. To distribute by way of bonus amongst the staff of the LLP a share in the profits of the LLP, and to give to any officer or other person employed by the LLP a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the LLP.
 - 13. To provide for the welfare of Designated Partners or Ex-Designated Partners or employees or ex employees of the LLP and their wives, widows and families or the dependants or connections of such persons by building or contributing to the building of houses, dwellings or chaw or by grants of moneys, pensions, gratuities, allowances, bonus or other payments; or by creating and from time to time subscribing or contributing to provident and other associations, institutions or funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other

- 14) To subscribe or contribute or otherwise to assist or to guarantee money to any charitable, benevolent religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the LLP either by reason of locality of operation, or of public and general utility or otherwise.
- 15) To appoint, and at their discretion remove or suspend such general managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think it, and to determine their powers and duties and fix their salaries, or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit. And also from time to time to provide for the management and transaction of the affairs of the LLP in any specified locality in India or elsewhere in such manner as they think fit.
- 16) To comply with requirements of any local law which in their opinion it shall in the interest of the LLP be necessary or expedient to comply with.
- 17) From time to time and at any time to establish any Local Board for managing any of the affairs of the LLP in any specified locality in India or elsewhere and to appoint any persons to be Members of such Local Boards and to fix their remuneration.
- 18) From time to time and at any time to delegate to any persons so appointed any of the powers authorities and discretions for the time being vested in the Designated Partners, other than their power to make loans or borrow moneys and to authorize the Members for the time being of any such Local Board, or any of them, to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms, and subject to such conditions as the majority of Designated Partners may think fit, and the majority of Designated Partners may at any time remove any persons so appointed and may annul any such delegation.
- 19) At any time and from time to time by Power of Attorney under the Seal of the LLP, to appoint any person or persons to be the Attorney or Attorneys of the LLP, for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Designated Partners under these presents and excluding the power to make Loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Majority of Designated Partners thinks fit) be made in favor of the Members of any local board, established as aforesaid or in favor of any LLP or the partners, directors, nominees or managers of any Company or firm or otherwise in favor of any fluctuating body of persons whether nominated directly, or indirectly by the majority of Designated Partners and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the majority of Designated Partners may think fit, and may contain Powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the Powers, authorities and discretions for the time-being vested in them.
- a. For or in relation to any of the matters aforesaid or otherwise for the purposes of the LLP to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the LLP as they may consider expedient.
- b. From time to time make, vary or repeal bye-laws for the regulation of the business of the LLP, its officers and servants.
- c. The Designated Partners may formulate, create, institute or set up such schemes, trusts, plans or proposals as they may deem lit for the purpose of providing incentive to the officers, employees and workers of the LLP.

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- d. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for moneys paid by the LLP, shall be signed, drawn, accepted or otherwise executed as (the case may be, in such manner as the Designated Partners shall from time to time by resolution determine.
 - 20) All the Designated Partners may, from time to time entrust and confer upon a single Designated Partner for the time being, such of the powers exercisable upon such terms and conditions and with such restrictions as they may think fit either collaterally with or to the exclusion of and in substitution for all or any of their own powers and from time to time revoke, withdraw, alter or vary all or any of such powers.
- 21) The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by VISHNUPRIYA LLP in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
- 22) The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

Remuneration of Designated Partners

- 23) VISHNUPRIYA LLP shall pay such remuneration to each of the Designated Partner as may be decided by the majority of the Partners, for rendering his services as such.
- 24) VISHNUPRIYA LLP shall indemnify and defend its Partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as Partners and officers of VISHNUPRIYA LLP, except for the gross negligence or willful misconduct of the Partner or officer seeking indemnification.

Seal

72. The Partners shall provide a Common Seal for the purposes of the LLP and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Partners shall provide for the safe custody of the Seal for the time being and the Seal shall never be used except by the authority of all the Partners previously given.

Transfer or Assignment of rights:

- 73. In case any of the Partners of VISHNUPRIYA LLP desires to transfer or assign his interest in VISHNUPRIYA LLP, he has to offer the same to the remaining Partners by giving 15 days notice.
- 74. In the absence of any communication by the remaining Partners the concerned Partner can transfer or assign his share in the profits of the LLP to any other person in the market by execution of an agreement/ deed in writing.

75. Such transfer or assignment of share in the profits of the LLP shall be communicated to all the Partners within 30 days from the date of execution of the agreement/ to all the Partners within 30 days from the date of execution of the agreement/ deed, or the effective date of transfer/ assignment, whichever is earlier. Borrowing Powers:

76. In respect of the funds borrowed, VISHNUPRIYA LLP may provide as a security, all or any part of the property of the or and future) including its unpaid part of the property of the Company (both present and future) including its unpaid contribution for the time being being being both present and future) including its unpaid contribution for the time being, and other securities may be made assignable free from any equifies between the time, and other securities may be made assignable free from any equities between the LLP and the person to whom the same may be issued.

- 77. VISHNUPRIYA LLP shall maintain a register of all mortgages, hypothecation of the property of the LLP made by the language of the LLP. property of the LLP made by the LLP against the borrowings of the LLP.
- 78. Any borrowings made by the LLP may, at any time, be converted into contribution of VISHNUPRIYA LLP and the lender of such funds may be converted into a Partner of VISHNUPRIYA LLP, subject to approval of all partners of the LLP.
- 79. On behalf of the LLP, whenever Designated Partners enter into a contract with any Government, Central, State or Local, any bank or financial institution or any person or persons (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or or entering into any other arrangement whatsoever, shall have the right to appoint or nominate by a notice in writing, from the appointer, addressed to the LLP one or more Representative Officers for the LLP, for such period and upon such conditions as may be mentioned in the agreement.

Auditors:

80. The auditors can be appointed with the consent of all the Designated Partners of the LLP.

OR

with the consent of majority of the Designated Partners of the LLP.

81. If the auditors are not appointed by the Designated Partners of the LLP, then the Auditors can be appointed with the consent of all the Partners of the LLP.

OR

with the consent of majority of the Partners of the LLP.

82. The auditors can be removed before the expiry of the term of auditors with the consent of all the Partners of the LLP.

OR

with the consent of majority of the Partners of the LLP.

Miscellaneous Provisions:

83. VISHNUPRIYA LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him :

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- in the ordinary and proper conduct of the business of the Limited Liability Partnership; or
- II. in or about anything necessarily done for the preservation of the business or property of the Limited Liability Partnership.
- 84. The books of accounts of VISHNUPRIYA LLP shall be kept for the reference of all the Partners at the Registered Office of VISHNUPRIYA LLP or such other place as agreed by all the Partners.
- 85. The accounting year of VISHNUPRIYA LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of VISHNUPRIYA LLP till 31st March of the subsequent year.
- 86. The final accounts of VISHNUPRIYA LLP containing the Profit & Loss Account and Balance Sheet shall be made within six (6) months after the 31st March of the relevant accounting year and each Partner, if he agrees in writing by signing the Statement of Accounts so prepared, shall be bound by it and will not be entitled to re-open the

accounts except with the consent of all the other Partners.

- 87. It is expressly agreed that the bank account of VISHNUPRIYA LLP shall be opened with any Scheduled Bank / s as the Partners may mutually decide and shall be operated jointly by First Party and Second Party, or as otherwise agreed by all the Partners.
- 88. Notwithstanding anything said or provided herein, the Partners shall have full discretion to modify, alter, or vary the terms and conditions of this LLP Agreement, subject to the provisions of the Limited Liability Partnership Act, 2008, in any manner whatsoever as they may deem fit by mutual agreement which shall be reduced to writing and be signed by all the Partners and thereupon and the said writing shall become part of this LLP Agreement.
- 89. All disputes between the Partners or between the Partner and the VISHNUPRIYA LLP arising out of the Limited Liability Partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

Winding up:

90. VISHNUPRIYA LLP can be wound up with the consent of all the Partners subject to the provisions of Limited Liability Partnership Act, 2008.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the Partners of:

VISHNUPRIYA LLP.'

Aria/ Cuiles_____ (Partner)

Falling King Singh (Partner) fogisk vienen . (Partner)

Witness :

a) Name: Nopal Ch. Tormann Address: Ht - Kharikabad, PO-Kysunda, Ps-Kenduadik Dirt- Dhay Thorestored is Signature:

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b) Name : AKhalushwar KR. Pounday Address: J. C. Mallick Road Hisapers Signature : A.K. ang

SCHEDULE I

ANCILLARY OR OTHER BUSINESS CARRIED ON BY VISHNUPRIYA LLP

(A) THE BUSINESS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN BUSINESS ARE : BUILDERS, DEVELOPERS, PROMOTERS, CONTRACTORS AND SUPPLIER OF CONSTRUCTION MATERIALS

THE OTHER BUSINESSES ARE :

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SCHEDULE II

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MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY ALL THE PARTNERS OF VISHNUPRIYA LLP

The following acts on behalf of the LLP or any business controlled by the LLP or for its benefit, must be submitted to the LLP or any business controlled by the LLP or for its benefit, must be submitted to the meeting of Designated Partners and shall require the affirmative vote of all the Designated Partners either at a duly constituted meeting of the Designated Partners or by circular resolution, viz.,

- Increase / Decrease or removal of Designated Partners or change in working (a)
- (b) Designated Partners.
- Alteration of LLP Agreement. (c)
- Modification in the right of Designated Partners, (d)
- Placing of the LLP in Voluntary dissolution or liquidation (e)
- Amalgamation or merger of the LLP with other business or LLP. (f)
- Declaration of dividend and its quantum, and other appropriations of profits. (g)
- Termination / modification of Lease or License Agreement for the premises / equipments taken on lease by the LLP before the expiration of the term of lease (h)
- Any sale or lease of the whole or substantial part of the business or undertaking (i) of the LLP.
- Sale or Assignment of goodwill of the LLP.
- Opening / closing of bank account / s and modifying mandate for operation of (j) (k) such account / s.
- The approval of the annual financial, economic and investment plan as well as (1)
- All questions relating to the policy of business, employment of staff and labour, (m) credits, loans, etc.

