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Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 44b0112dc810f61c1031

Receipt Date : 09-Nov-2022 02:37:47 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Token Number : 20220000131525

Office Name : SRO - Dhanbad

Document Type : Development Agreement

Payee Name : SHRI SAI BUILDERS REPRESENTED BY
ITS AUTHORISED PARTNER SRI SUNIL
KUMAR MONDAL (Vendee)

GRN Number : 2214218847



भारतीय राजपत्र, 1999 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

भारत सरकार के अधीन कार्य करने वाले अधिकारी के द्वारा जारी की गई है और इण्डियन स्टाम्प एक्ट-1899 की अनुसूची 1 या 1 क के अन्तर्गत दण्डनीय अपराध है। अथवा विहित नथी में विभक्त है या स्टाम्प - शुल्क अपेक्षित नहीं है।

09.11.22

निदेशक, राजपत्र

For Office Use :-

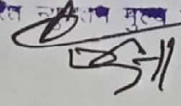
Dhirendra Nath Mondal
Mohan Lal Mondal
Mohem Lal Mondal
Subhash choudhri Mondal
Dwarka chand Mondal
9/11/22

Sunil Kumar Mondal
9/11/2022

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

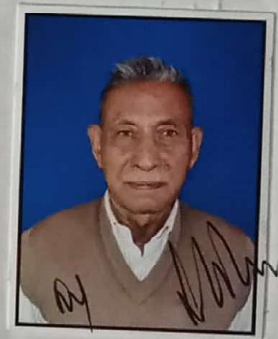
U. Com. St 100/-
Development Agreement 1/173/600

FEE PAID OF RS. 298394- VIDE
GRN. 22/42/18979
DATE 09.11.22

तफशील वर्णीत जमीन का मुल्य मार्गदर्शिका पंती
के अनुसार निर्धारित न्यूनतम मुल्य से कम नहीं




700000
S. 298390
Dhirendra Nath Mandal 09.11.2022
Madan Lal Mondal 09.11.2022
Mohan Lal Mondal
Subhash chandra Mondal
Durga charan Mondal 09.11.2022
Ukil Ch. Mandal 09.11.2022



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298394-

DEED OF DEVELOPMENT AGREEMENT

09.11.22 THIS DEED OF AGREEMENT made this the 9th day of NOV. year 2022 by and between: - **1. Sri Dhirendra Nath Mandal**, (Aadhar No. XXXXXXXX3746) son of Late Late Lakhi Kant Mandal **2. (A) Sri Madan Lal Mondal**, (Aadhar No. XXXXXXXX4635) **(B) Sri Mohan Lal Mondal** (Aadhar No. XXXXXXXX4465) **(C) Sri Subhash Chandra Mondal**, (Aadhar No. XXXXXXXX6881) **(D) Sri Durga Charan Mondal**, (Aadhar No. XXXXXXXX1977) Sons of Late Ukil Chandra Mondal, residing at Damodarpur, P.S. Dhanbad, P.O. Damodarpur, Dist. Dhanbad, Jharkhand, hereinafter called and referred to as the **FIRST PARTY/LAND-OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, executors, legal representatives and assigns) of the **FIRST PART**.

Chivendra Nath Mandal

Madan Lal Mondal
09.11.2022

Moham Lal Mondal

Subhash Chandra Mondal

Durga Charan Mondal

Sunil K. Mondal
09.11.2022

AND



M/s SHRI SAI BUILDERS, a Partnership concern having its office at Saraidhela, Pillai Apartment, P.S. Saraidhela, District Dhanbad-828127, Jharkhand, represented by its authorised Partner **SRI SUNIL KUMAR MONDAL** (Aadhar No. XXXXXXXX9395) son of Sri Paresh Chandra Mandal, by faith Hindu, by category BC, by occupation business, residing at Kusum Vihar, P.O. Koyla Nagar, P.S. Saraidhela, Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) hereinafter called the **SECOND-PARTY/DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, administrators, executors, legal representatives, and assigns) of die **OTHER PART**.

WHEREAS, the first party/Landowner got valid Right, Title over the land measuring 11.25 Katha or to say 18.56 decimal under Old Khata No. 11 (New Khata No. 17), Old Plot No. 194/775 (New Plot No. 94), situated within Mouza Narayanpur @ Piprabera, Mouza No. 13, P.S. and Dist. Dhanbad (described in Schedule-"A" mentioned here-in-under), (the land in question acquired by the landowners being the legal heirs of Khatiyani Raiyat, Budhu Mondal and Others) and have in peaceful and undisturbed possession thereof without any hindrance or interruption from any corner; And

WHEREAS, the first party/landlords has requested the Developer to develop the said land and on the negotiation made between the parties hereto the landowners have agreed to the proposal and authorize the developer to develop the schedule "A" land below mentioned lands for constructing a new multistoried building as per specification detailed in schedule "D" below on the ownership basis; And

WHEREAS, the second party/developer has satisfied itself about the right, title and interest of the land owners in the aforesaid lands detailed in the schedule "A" below and the technical feasibility (capability of being done) of the construction of the proposed new building on the ownership Flats/Units/Premises basis and all other related matter; And

1. Dharendra Nathi Mondal.

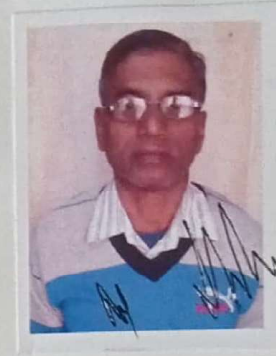
2. Madan Lal Mondal

3. Mohan Lal Mondal

4. Subhash Chandra Mondal

5. Durgam Charan Mondal
09.11.2022

Sri Sunil Kumar Mondal
09.11.2022



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

NOW THIS DEED WITNESSETH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. DEFINITION: Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them-
 - (a) LAND OWNERS shall mean the first party and their respective heirs, executors, administrator/s legal representatives and/or assigns.
 - (b) DEVELOPER shall mean M/s SHRI SAI BUILDERS, a Partnership concern having its office at Saraidhela, Pillai Apartment, P.S. Saraidhela, District Dhanbad-826001, Jharkhand, represented by its authorised Partner **SRI SUNIL KUMAR MONDAL** son of Sri Paresh Chandra Mandal, by faith Hindu, by category BC, by occupation business, residing at Kusum Vihar, P.O. Koyla Nagar, P.S. Saraidhela, Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) hereinafter called the SECOND-PARTY/DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, administrators, executors, legal representatives, and assigns).
 - (c) LAND shall mean the space on which proposed building to be constructed including vacant space to be left around each building and enclosed by existing boundary wall which is detailed in schedule "A" below.
 - (d) BUILDING shall mean the building proposed to be constructed over the said land as per the sanctioned plan by M.A.D.A./the competent local authority which will confirm to specifications as mentioned in schedule "D" below.
 - (e) SALEABLE SPACE shall mean the space in the building available for independent use and occupation inclusive of proportionate share of the

1. Dharendra Nathi Mondal.

2. Madan Lal Mondal

3. Mohan Lal Mondal

4. Subhash Chandra Mondal

5. Durgam Charan Mondal
09.11.2022

Sri Sunil K. Mondal
09.11.2022



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

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 - (b) DEVELOPER shall mean M/s SHRI SAI BUILDERS, a Partnership concern having its office at Saraidhela, Pillai Apartment, P.S. Saraidhela, District Dhanbad-826001, Jharkhand, represented by its authorised Partner **SRI SUNIL KUMAR MONDAL** son of Sri Paresh Chandra Mandal, by faith Hindu, by category BC, by occupation business, residing at Kusum Vihar, P.O. Koyla Nagar, P.S. Saraidhela, Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) hereinafter called the SECOND-PARTY/DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, administrators, executors, legal representatives, and assigns).
 - (c) LAND shall mean the space on which proposed building to be constructed including vacant space to be left around each building and enclosed by existing boundary wall which is detailed in schedule "A" below.
 - (d) BUILDING shall mean the building proposed to be constructed over the said land as per the sanctioned plan by M.A.D.A./the competent local authority which will confirm to specifications as mentioned in schedule "D" below.
 - (e) SALEABLE SPACE shall mean the space in the building available for independent use and occupation inclusive of proportionate share of the

1. Dhirendra-Nath Mondal.

2. Madan Lal Mondal

3. Mohan Lal Mondal

4. Subhash Chandra Mondal

5. Durgam Charan Mondal

Sunil K.S. Mondal
09.11.2022



space required after making due provisions for common facilities and the space required thereof.

- (f) ARCHITECT shall mean such Architect or Architects may be appointed by the developer, from time to time for completion of project/ the multistoried building.
- (g) BUILDING PLAN shall mean a plan prepared by Architect appointed by the developer/second party for the construction of the building on the said property and sanctioned by the Mineral Area Development Authority (M.A.D.A.) and/or other competent authority/ies.
- (h) LAND OWNER'S ALLOCATION shall mean the 38.50% portion of the constructed residential area(in respect to their respective share of Land), in the proposed building which is to be allotted to the land owners in accordance with the terms and conditions of these presents including the proportionate share in the common facilities and amenities and as described in the schedule hereunder.
- (i) DEVELOPER'S ALLOCATION shall mean the remaining portion of the building i.e. entire 61.50% portion of the constructed residential area including the proportionate share in the common facilities and amenities of the proposed building on the said property.
- (j) COMMON FACILITIES AND AMENITIES shall include corridors, hallways, passage ways, drive ways, common lavatories, pump room, tube wells", underground water preserver, overhead water tank, water pump, motors, generators and other facilities, which may mutually agree upon between the parties and required for the establishment, location enjoyment, provisions, maintenance and management of the building including the roof and terrace of the said building more fully described in the Schedule "C" hereunder. Whereas after completion of construction of the building, expenses towards maintenance of common facilities and amenities shall be born by flat-owners.

2.

Shriyendra Nalki Mondal
Madar Lal Mondal
09.11.2022
Mohom Lal Mondal
Subhash Chandra Mondal
Durgam Chama Mondal
Bhanu Ks. Mondal
09.11.2022



- a) In consideration of the landowners having entrusted giving permission to the developer to enter on the lands, the developer has agreed to develop and construct multistoried building thereon as per specification detailed in the Schedule "D" below at its own cost and conferring on him the rights, powers, privileges and benefits mentioned herein.
 - b) All costs of construction of the proposed multistoried building shall be borne and incurred by the developer and the owner will not be called upon to bear any expenses or costs hereafter.
 - c) On completion of construction of the said building the owner shall become entitled to exclusive use and occupation of the saleable area comprised in the land owner portion of the building and the developer shall put the owners in undisputed exclusively possession thereof.
 - d) All the structures including the landlords share to be constructed at the cost of the developer.
- 3.
- a) The developer shall be entitled to advertise in its own name about the said development of the property and proposed sale of the flats/units portion/premises in the proposed building to be constructed and put up advertisement board on the property and to remove the debris and rubbish on demolition of old existing structures and to dispose of the same on its own cost.
 - b) The developer shall be entitled to enter into any agreement with any building contractor, architect, and appoint agents but not to assign any benefit of this contract for the purpose of development of the said property in his own name and costs, risks and expenses.
 - c) After ear-marking of the land owners share of allocation the developer shall be entitled to all of flats or rights in the buildings and structures to be constructed so far as they relate to developers allocations and to enter into any package deal, sale agreement and arrangement in relation thereto.

Dhirendra Nakt Mandal
09.11.2022

Madan Lal Mandal
09.11.2022

Moham Lal Mandal

Subhash Chandra Mandal

Durgam Charan Mandal

Sunil Ks. Mandal
09.11.2022



4. The landowners shall at the cost of and request of the developer shortly after execution of this agreement execute a registered General Power of Attorney in favour of the developer its first partner Sri Sunil Kumar Mandal giving him all necessary powers required to carry out the work of development and for completion of the project work, i. e. for constructing a new multistoried residential building, and to execute and sign deed(s) documents in favour of the proposed purchasers of Flats to be extent of the developers allocation in the said building which is one of essence of these contract That the land owners shall not revoke or cancel the said General Power of Attorney, until and unless there is any breach of contract.
5. Before start of actual execution of the development at site, developer will get approval of the proposed map from MADA / Municipality, and/or other competent Govt. department.
6. The landowners shall at the request and costs, expenses and charges of the developers, assign, execute from time to time all plans, applications for layouts, construction of the building and structures on the said property and all other documents that might be necessary for giving proper effect of these presents.
7. The developer covenants and agreed to complete the development and construction of the building with all amenities therein and thereon as per agreed specification within **60 months** from the date of sanction of the plan with a grace of 6 (six) months period subject to force major reasons and/or other reasons beyond the control of the developer in which event the time to complete the construction of the said building shall reasonably stand extended from time to time by mutual consent and after obtaining proper approval from the competent authority.

Dhivendra Nalk Mandal
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Madan Lal Mandal
09.11.2022

Moham Lal Mandal

Subhash Chandra Mandal

Durgam Charan Manely
09.11.2022

Sunil Ks. Mandal
09.11.2022

- 8.
- a. The portion of the building which is to be allocated to the landowner share i.e. 38.50% portion of the constructed residential area in the proposed building with all amenities and 38.50% of number of Parking space in the basement area of the building in respect to Landlord's Share for parking. It is agreed that the landlord will be allotted flats on each and every floors.
 - b. On completion of the said building the developer shall give notice in writing to the landowners when the landowners would be at liberty to take possession on and from the date specified of the owners allocation in the said building, on receipt of the notice on and from the date mentioned in the notice for taking possession, the landowner shall responsible to pay all taxes, services charges and other outgoings in respect of the common facilities in the said building proportionate to the landowner allocation after delivery of possession of the complete share of the landlord in disposable condition. Provided that any additional insurance premium costs or expenses by way of maintenance for any particular use for any portion within the landowner allocation shall be paid by the landowners.
 - c. The landowners and the developer/ builder shall bear towards the cost of installation of transformer, electrification, generator, municipal water connection and any other expenditure, taxes to the extent of their respective share. When the landlords share is transferred to any intending purchaser, the said cost will be born by the said purchaser. Whereas no charges will be born by the landlord if he keep the flat for his personal use.
 - d. That after sanction of the building plan the land owners and the developer shall amicably partition all the flats, parking space etc. according to their proportionate share and shall sign and execute necessary document to avoid future complication

- Dhirendra Nishi Mondal
09.11.2022

- Madan Lal Mondal
09.11.2022

- Mohan Lal Mondal

- Subhash Chandre Mondal

- Durgesh Charam Mondal
09.11.2022

- Suniti Ks. Mondal
09.11.2022

between them and after the same the developer shall have full right and authority to book, to receive earnest money and to enter into agreement with their intending purchaser in connection with their proportionate share and allotted to their share.

- e. In addition to the portion of the said building in the landowners allocations the landowners shall have no exclusive right, title and interest in respect of the roof of the said building irrespective of the owners allocation or developers allocation, provided that any occupier of any flat/unit/space in the said building shall have the right to visit the roof with technical hands and/or workers for the purpose of inspection of the common overhead water tanks, installation of radio aerials, T.V. antenna, cables, dish antennas etc. repairs and replacement thereof. Be it clearly mentioned that if in future the competent authority permit the developers to make further construction over the roof of the proposed building the landowners shall have 38.50% right over the roof of the proposed multistoried building.
9. A society shall be formed by the parties herein for the management and Administration of the said building including the portion in common use and sharing the expenses of management, administration and maintenance of Amenities in the said building including the use thereof and such society, rules and regulations framed under the society shall be binding on all the occupiers of the flats within the said building, including in the owners allocation and in the developers allocation.
10. (a) Any transfer of any portion of the said building out of the landowners allocation or developers allocation shall be subject to the provisions contained herein and all occupier shall be bound by the provisions contained in any agreement, rules, regulations, byelaws and restrictions contained herein.
- (b) Neither the landowner nor the developers nor any person occupying in portion of the said building whether in the landowners allocation or in the developers allocation shall use or permit to be used his portion or space occupied by him or his agents for carrying on any illegal or immoral trade or activity or to do or allow anything to be done that might cause any

- Dhirendra Nath Mondal
09.11.2022

- Madan Lal Mondal
09.11.2022

- Mohan Lal Mondal

- Subhash Chandra Mondal

- Durga Chara Mondal

- Brij K. Mondal
09.11.2022

nuisance or annoyance or hazard to anybody inside the building or outside the building or to store any inflammable or explosive materials, goods or products.

11. It is declared and agreed these present shall not be treated as conveyance or demise or transfer of any right, title or interest in the said property to the developer excepting the right to develop and/or construct multistoried building after demolishing of the existing structures and these presents shall be treated only a Permission in favour of the developer to do all acts, things and deeds expressly provided herein and contained in the Power of Attorney to be executed. Whereas the developers shall have exclusive right to execute deed of agreement for sale, Sale Deed in favour of prospective purchaser for the Share of flats of the developer.
12. (i) The development of the said lands by constructing building containing dwelling units/ownership flats space shall commence forthwith with all earnestness in accordance with the specification, plans, schemes and approvals of the competent authority, rules & regulations and byelaw of the authorities applicable at the cost, risks and responsibilities of the developer, the landowners having no responsibility in respect thereof in any manner whatsoever saved as contained herewith.
13. (i) The landowners hereby entrusts, handover and give permission To the developer to enter into the said property to demolish the existing structures, to develop the property and construct multistoried residential buildings thereon with the best materials and in accordance with the plan and specification mentioned hereinafter in schedule "D".
- (ii) The developer hereby agrees to develop and /or cause to be developed said property by constructing one or more buildings with best materials containing in the building/dwelling units/ownership flats space in

- Dhivendra Nalk Mondal
09.11.2022

- Madan Lal Mondal
09.11.2022

- Monen Lal Mondal

- Subhash Chandra Mondal

- Durgam Mondal

- Shri K.S. Mondal
09.11.2022

accordance with the agreed specifications of sanctioned plans, the rules and regulations in relations thereto with approval and/or sanction of the concerned authorities and at his own costs, expenses and arranging his own finance at his own risk and responsibility.

14. The developer shall be entitled to inspect the title deeds, impression of the landowners and on delivery of the landowners allocation shall be entitled to delivery of such title deed(s) and/other relevant documents on accountable receipts with an undertaking to return the same when demanded.
15. (i) The landowners declare that he has not agreed, committed to or contracted or entered into any agreement for sale or lease of the said property or any part thereof to any person other than the developer and that they have not created any lien, charge, mortgage or encumbrances on the said property and that they would keep the said property free from encumbrances during the subsistence of these presents.
- (ii) The landowners further declares that they have not done any acts, things, deeds or matter whereby or by reasons of the said building or/and property may be affected or prevented in any manner what-so-ever and that they undertakes to remove any possible impediment to the implementation of these presents, if the same is within their power and control.
- (iii) The landowners declare that he has not received any notice/information from any govt. local authority, municipal corporation authority or any other competent authority affecting the said property or imposing any restrictions on the development of the said property in the manner proposed herein.
- (iv) The land landowners hereby undertake, agree and covenant, not to cause any interference (other than committed material or construction, fittings & fixtures) by themselves or through others in the development of the property or in the construction of the new building and the said of or

- *Pravendra Nath Mondal*
09.11.2022

- *Madan Lal Mondal*
09.11.2022

- *Pranab Lal Mondal*

- *Subhash Chandra Mondal*

- *Durga Charan Mondal*

- *Binini K.S. Mondal*
09.11.2022

transferring any portion of the developers allocation of the new building or to deal with the developers allocation in any manner whatsoever.

16. (i) After receipt of the landowners allocation, completion of construction of the building for occupation and sale of flats & parking space if any, the developer shall hand over the building formally to the landowners whereupon the landowners shall directly execute and deliver one or more deeds of conveyance in favour of proposed purchasers to the extent of their own shares (land landowners allocation) and the developer may be join therein as confirming party, if so required all the expenses to be borne by the proposed purchasers.
- (ii) It is clarified herein that in respect to the share of the developer's allocation/s, the developer shall have power to directly execute and deliver deed/deeds of conveyance in favour of the proposed/intended purchasers to the extent of the developer allocations through the power of attorney to be executed and granted by the landowners in favour of the developer.
- (iii) The landowners & Developer hereby agree that the prospective purchaser of the unit/units shall be entitled to create equitable or legal mortgage of his area of unit for obtaining loan from any financial institution, since the date of agreement to sale with the prospective purchaser. The landlord/s or the developer shall have no objection in this regard.
- (iv) In case any fine or penalty is imposed on the said building for any breach of the terms and condition, the same will be borne and paid by the developer alone. Liability on account of any duty, cess, tax, stamp, and consequential penalties, imposed by any authority on and from the execution of this development agreement shall be solely borne by the developer. Whereas any type of Govt. dues, taxes etc. before the date of execution of these presents shall be borne by the landlord/s.

Devendra Nalki Mondal
09.11.2022

Madan Lal Mondal
09.11.2022

Mohan Lal Mondal

Subhash Chandan Mondal

Durgam Charan Mondal

Pravil Ks. Mondal
09.11.2022

17. The technical feasibility, compliance of all technical parameters and other technical aspects related to development will be sole right & responsibility of the developer.
18. The agreement entered between developer and the buyer will be sole responsibility of the developer. Any dispute related to performance, timely completion, payment, quality ownership etc. will be between the developer and the buyer and Landlord in no way will be responsible for the same.
19. Various clearances from various authorities and its legality with respect to this development will be sole responsibility of the developer.
20. Developer will be solely responsible for any accident, incident, loss, demise of life or property till the property is handed over to buyer. Any liability arisen due to the same will be sole responsibility of the developer.
21. Be it stated that the developer shall get the plan approved from MADA or any other competent Govt. authority of the proposed multistoried residential building.
22. That in case of any accident or death during the construction work it will be the sole responsibility of the developer and the land owner will be kept fully indemnified against all actions, suits, proceedings and cost, charges and expenses in respect thereof by the developer.
23. That in case, in future (after completion of proposed building) additional saleable area on the said premises is permitted or sanctioned and constructed by the developers, that will be shared mutually with the same terms and conditions as contained in this agreement.
24. That, this agreement shall not ever deemed to constitute a partnership of any sort between the parties hereto.

पुनर्बाध से प्राप्त सूची
 नारायणपुर/पिपराबेरा
 नै वासित मौजा
 नं. 13 का नया खाता नं-
 निसिद्ध खाता से बाहर है/सूची बद्ध नहीं है।
 09.11.2022
 Divyendra Nath Mondal

Madan Lal Mondal
 09.11.2022

Moham Lal Mondal

Subhash Chandera Mondal

Durga Charan Mondal

Gurmit K. Mondal
 09.11.2022

25. It is hereby agreed by the parties that all disputes and differences arising out of, in relation to these presents or touching the development, demolition of the old structure, constructions specifications, allocations of new building and in relation thereto shall be referred to the sole arbitrator appointed by the parties hereto, mutually or in the arbitral from. And only the Dhanbad Courts shall have jurisdiction to entertain, try and determine or adjudicate all actions, suits, legal proceedings arising out of or in relation to this presents the award of arbitrator/arbitral forum or otherwise between the parties hereto.
26. That name of the project/Building will be decided by the Builder/Developer. The landlord will have no objection in this regard.
27. That in case of any Variation arises as to the measurement of the flats allotted to the Landlord/ Developer then the landlord or Developer shall get or pay the additional charges @ **Rs. 1900/- per sq. feet** in respect to such variations.

THE SCHEDULE "A" ABOVE REFERRED TO (THE LAXD)

All piece and parcel/Rayati right of land under Old Khata No. 11 (New Khata No. 17), Old Plot No. 194/775 (New Plot No. 94), land measuring 11.25 Katha or to say 18.56 decimal, situated within Mouza Narayanpur @ Piprabera, Mouza No. 13, P.S. and Dist. Dhanbad (described in Schedule-"A" mentioned here-in-under), (the land in question acquired by the landowners being the legal heirs of Khatiyani Raiyat, Budhu Mondal and Others), being butted and bounded as under :-

- North:- Shubal Mandal New Plot No. 94.
- South:- Vacant Land.
- East:- 20 feet wide road.
- West:- New Plot No. 93.

Divyendra Nath Mondal
09.11.2022

Madan Lal Mondal
09.11.2022

Moham Lal Mondal

Subhash Chandra Mondal

Durga Chandra Mondal

Bimal K.S. Mondal
09.11.2022

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

1. Stair case on all the floors.
2. Stair case landing on all floors.
3. Main gate of the said premises and common passage and lobby on the Ground Floor to Top Floor excepting the allotted space to intending purchaser or purchasers on the Ground Floor.
4. Water pump, bath room, on the ground floor, water tank, water pipes, overhead tank on the roof, and other common plumbing installations.
5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in the common space, passage, stair case, including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring meter for lighting stair case, car parking space, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
9. Window, Doors, Grills and other fittings of die common area of the premises.
10. Such other common parts areas equipment installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
11. Electrical Wiring, meters (excluding those are installed for any particular UNIT).
12. Lift facilities in the building.
13. GENERAL COMMON ELEMENTS of all appurtenance and facilities and other items which are not part of any 'UNIT'.
 - a) All land and premises described in the SCHEDULE "A" hereinabove written.
 - b) All private ways, curves, side-walls areas of the said premises except the other Garage spaces on the Basement.
 - c) Exterior conduits, utility lines, underground storage tanks.

Thirendra Sekh. Mondal
09.11.2022

Madan Lal Mondal
09.11.2022

Moham Lal Mondal

Subhash Chandra Mondal

Dwipram Mondal

Pravil Ks. Mondal
09.11.2022

- d) Public connection, meters gas; electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.
- e) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- f) All elevations including shafts, shafts walls, machine rooms and apartments, facilities.
- g) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- h) The foundation, Corridor, Lobbies, Stairways Entrance and exists path ways, Footing, columns, Girders, Beams, supports and exterior wall of compel beyond and 'UNIT' side or interior load bearing walls within die buildings or concrete floor slab except the roof slab and all concrete ceilings and all staircases in the said building.
- i) Conduits, utility lines, telephone and electrical systems contained within the said building.

SCHEDULE -C ABOVE REFERRED TO

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipment's and accessories common area and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, roof, rainwater pipes, motors, pumps, water and gas pipe, electric wirings and installation sewers, drains and all other common parts, fixtures fittings and equipment's, in under or upon the building enjoyed or used in common by the Purchaser Co-purchaser or other occupiers of the building.
2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as enjoyed or used in common by the occupiers of the said building.

Shriendra Nath Mondal
09.11.2022

Madan Lal Mondal
09.11.2022

Moham Lal Mondal
Subhesh Chandra Mondal
Durga Charan Munejy

Gunil Ka. Mondal
09.11.2022

3. Cost and charges of establishment reasonably required for the maintenance of the building and fax watch and ward duty and other incidents costs
4. The cost of decorating the exterior of the budding.
5. The cost of Repairing and maintenance of water pump, electrical installations and over lights and service charges supplies.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening. Civil commotion etc.
7. Municipal taxes, Multi Storied building tax, if any, and other similar taxes save those separately assessed on the respective flat.
8. Litigation expenses as may be necessary for protecting the right, title and possession to the land and they building.
9. Such other expenses as are necessary or incidental expenses for the maintenance, Govt. duties and up-keepment of the building as may be determined by the flat and/or Unit Owner Association.

SCHEDULE -D ABOVE REFERRED TO
(SPECIFICATIONS)

1. BUILDING IN GENERAL :R.C.C. from structured building with best quality and proper R.C.C. foundation as per the design of Architect /Engineer.
2. OUTSIDE/PARTITION WALLS : Outside walls will be 9"/5" and partition walls will be 5"/3" the Fly Ash brick in proper sand cement mortar.
3. WALL AND CEILING : Inside the walls and ceiling will be plastered with slandered cement, with Paris finishing
4. FLOORING: Cut Marble finishing at Stair and Victified tiles finishing at Floor.
5. KITCHEN :Green stone platform on the kitchen and glazed tiles upto Two feet height from the kitchen platform.
6. DOORS &WINDOWS : 32 mm thick flush door and on best quality Wooden Choukhat. The Alluminum window with inter greated MS. grill and glass panels.
7. TOILET-: Glazed tiles up to Five feet height from floor level and wash version, commodes, WC Pans of standard quality. The bathrooms shall have hot and cold

Prinendra Nath Mondal
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Madan Lal Mondal
09.11.2022

Moham Lal Mondal

Subhash Chandra Mondal

Dwija Charan Mundeef

Prinendra Nath Mondal
09.11.2022

concealed water pipes with every fittings with facility to installation gezers Taps, Shower.

8. (i) Balconies - All balconies and roofs shall be provided with the 1'6" Brick/ Concretes/M.S. Grill railing from the floor 1'6" High railing, (total height 3 feet)
- (ii) Lift - Best Quality ISI/ISO
- (iii) Generator & Transformer - 30 KVA Silent proof generator & transformer (cost to be paid as per proportionate share of salable unit) (iv) Water Pump - Submersible Pump 1.5/ 3 HP (v) One Hand Pump.
- (vi) Separate Connection pipe line.
9. ELECTRIFICATION : Concealed with copper wire.
 - a) Bed Room - Two light points, One fan points, one A. C. Point, One 5A plug point.
 - b) Kitchen- One Light Point, One Exhaust fan point, One 15 A plug point.
 - c) Toilet & W.C. - W. C. Provide one light point and another toilet one light point and another exhaust point. (Commode & Indian)
 - d) Verandah - One light point.
 - e) Dining - Two light point, One Fan Point, 1 No. 5A socket, 1 No. 15 A socket, provision for A.C. point, and Telephone Socket without cable or wiring.
10. ALL Stairs and landing of the stairs will be finished by Marble and common areas walls and ceilings will be finished by lime-wash painting.
11. SEWERAGE : ALL sewerage lines will be connected to the septic tank through underground pipe line, surface, drainage, system will be provided if required connecting to the said drain.
12. WATER LINE / PLUMBING : Concealed GI & PVC pipe lines in Toilets and kitchen, CP pillar cocks and bib cocks, Brass stop cocks, outside water lines exposed PVC Pipe. CI Soil lines, PVC rain water lines, white porcelain, one wash basin in each flat PVC system.

Dhirendra Naks Mandal
09.11.2022

Madan Lal Mandal
09.11.2022

Moham Lal Mandal
Subhash Chandra Mandal

Durga Charan Mandal
09.11.2022

Smriti Ks. Mandal
09.11.2022

SCHEDULE -E ABOVE REFERRED TO
(THE GUIDANCE RESPECTING POSSESSION AND / OR USER OF UNITS SHALL
INCLUDE THE IMPOSITIONS AND RESTRICTION AS UNDER)

1. Not to carry on or permit to be carried on upon any 'UNIT' any offensive or unlawful activities illegal or forbidden under any law for the time being in force.
2. Not to demolish or cause to be demolished or damaged any 'UNIT' or any part thereof.
3. Not to do or permit to be done any act deed or thing which may render void or voidable.
4. Not to claim division or partition of the said land and/or the building thereon, and common areas within the same.
5. Not to decorate the exterior of the said unit which may affect the other FLAT/UNITS/CAR-PARKING SPACE and other SPACES within the said building, or the structure thereof, in any manner whatsoever.
6. Not to throw or accumulate any dirt, rubbish, water or other refuse or permit the same to be thrown or accumulated in any 'UNIT' or any portion of the building housing the same.
7. Not to avoid the liability or responsibility of repairing any portion within the allocation of the parties or those or any component part of the unit as shall be sold and transferred for gains or fittings and fixture therein for storing water, sewerages etc. in the event of such portion or part or fixtures and fitting within the flat and/or unit demanding repairs thereby causing in convenience and injuries to other flat or unit owner as may be affected in consequence.

Praveendra Naidu Mandal
09.11.2022

Mohan Lal Mandal
09.11.2022

Moham Lal Mandal

Subhash Chandra Mandal

Durgam Charan Mandal
09.11.2022

Pravil K.S. Mandal
09.11.2022

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4. Not to claim division or partition of the said land and/or the building thereon, and common areas within the same.
5. Not to decorate the exterior of the said unit which may affect the other FLAT/UNITS/CAR-PARKING SPACE and other SPACES within the said building, or the structure thereof, in any manner whatsoever.
6. Not to throw or accumulate any dirt, rubbish, water or other refuse or permit the same to be thrown or accumulated in any 'UNIT' or any portion of the building housing the same.
7. Not to avoid the liability or responsibility of repairing any portion within the allocation of the parties or those or any component part of the unit as shall be sold and transferred for gains or fittings and fixture therein for storing water, sewerages etc. in the event of such portion or part or fixtures and fitting within the flat and/or unit demanding repairs thereby causing in convenience and injuries to other flat or unit owner as may be affected in consequence.

Divyendra Nath Mondal
Mohan Lal Mondal
Mohan Lal Mondal
Subhash Chandra Mondal
Dimple Chauhan Muehl
09.11.2022

Amil K. Mondal
09.11.2022

8. Not to paint outer walls or portion of their unit, common walls or portions of the building, exclusive of the getup thereof. They will be entitled to paint inside the walls and portions of their unit only in any colour of their choice.
9. Not to use the any unit giving the same complete shape, of an temple or a mosque or a church as a whole, save and except using it for the purpose only for observing religious rituals or obligations installing images, statues, photographs therefore worship of gods and/or performance of religious obligations' day to day or otherwise or special occasions.
10. The purchaser of any unit together with other purchaser or owner of other units shall must have the obligations for guidance of members, or maintenance, safety and security of the building or otherwise as shall be necessary in the interest thereof.
11. Not to cause sound pollution to the inconvenience of other unit - owner using, and/or manipulating musical instruments, loud speakers, tape recorders etc., without indiscriminately as such.
12. Not to encroach any common portion of the building as aforesaid nor to obstruct, jeopardizes the user thereof, nor to encumber any of such portion in any manner whatsoever.

Note:-

- i. All material to be used in the proposed building must be of above mentioned branded/reputed companies or equivalent to ISI Brand.
- ii. This agreement has been executed in to original copies. One copy will be kept in the possession of the landlord and the other copy will be kept in the possession of the Developers. Both the copies are same in all respect and is being signed by both the parties

That Registration fees has been paid on Rs.1,19,35,600/- only (Commercial Value of Subsidiary Road)

Dhishendra Nath Mandal
Madan Lal Mondal
09.11.2022

Mohan Lal Mondal
Subhashchandra Mondal
Durga charan Mondal
09.11.2022

Guni K. Mondal
09.11.2022

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE PRESENTSON THE 9th DAY OF THE MONTH NOV. AND YEAR 2022 FIRST ABOVE WRITTEN.

Witnesses :-

1. Bablu chandra Mandal
State Debu Mandal
Damodarpur Bhanbad.
2. Tapan Mandal
S/O Dhishendra Nath
Mandal
Vill + PO - Damodarpur
Dist + PS - Dhanbad
State - Jharkhand
09.11.2022

Signature of First Party (the landlords)

1. Dhishendra Nath Mandal
09.11.2022
2. Madan Lal Mondal
09.11.2022
3. Mohan Lal Mondal
09.11.2022
4. Subhash Chandra Mondal
09.11.2022
5. Durga charan Mondal
09.11.2022

Guni K. Mondal
09.11.2022

Signature of Second Party (the Developer)

1. Sri Dharendra Nath Mandal, son of Late Late Laxhi Kant Mandal 2. (A) Sri Madan Lal Mondal, (B) Sri Mohan Lal Mondal (C) Sri Subhash Chandra Mondal, (D) Sri Durga Charan Mondal, Sons of Late Ukil Chandra Mondal, residing at Damodarpur, P.S. Dhanbad, P.O. Damodarpur, Dist. Dhanbad.

Party :- M/s SHRI SAI BUILDERS, a Partnership concern having its office at Saraidhela, Pillai Apartment, P.S. Saraidhela, District Dhanbad-828127, Jharkhand, represented by its authorised Partner SRI SUNIL KUMAR MONDAL son of Sri Paresh Chandra Mandal, residing at Kusum Vihar, P.O. Koyla Nagar, P.S. Saraidhela, District Dhanbad.

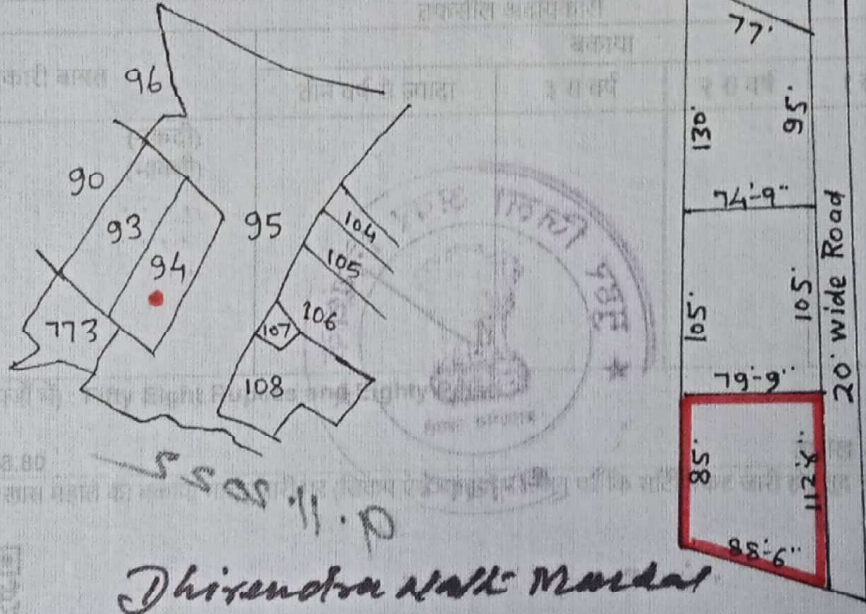
Schedule :- Mouza Narayanpur @ Piprabera, Mouza No. 13, Old Khata No. 11 (New Khata No. 17), Old Plot No. 194/775 (New Plot No. 94), land measuring 11.25 Katha or to say 18.56 decimal.

Shown in Red colour.



TRUE COPY

संख्या	आकार	वि. वर्ग	कु. वर्ग	कु. वर्ग	कु. वर्ग	कु. वर्ग
1	24.00					24.00
2	6.00					6.00
3	12.00					12.00
4	12.00					12.00
5	4.80					4.80
6	58.80					58.80



Dhirendra Nath Mandal
 Madan Lal Mondal
 Mohan Lal Mondal
 Subhash Chandra Mondal
 Durga Charan Mondal
 Sunil K. Mondal
 09.11.2022

