

THIS DEED OF AGREEMENT is made on this the.....day of  
2024

BETWEEN

M/s Ashish Anand Infratech India Private Limited registered under the Indian Companies Act 2013 with registration number - U45200BR2015PTC024416 (PAN-AANCA5365Q) Registered Office L.Ct. Ghat Western Mainpura, in front of Mahant Hanuman Sharan High School, Patna- 800001, by Managing Director Mr. Ashok Kumar, S/O Mr. Raj Narayan Rai, , Resident of -L. whistle. Ghat West Mainpura, Police Station Patliputra, District- Patna. Present residence – Kameshwar Nath Complex, North Market Road, Upper Bazaar, Police Station Kotwali, District Ranchi, Jharkhand. Indian citizen. PAN No.- AANCA5365Q, Aadhar No.- xxxx xxxx 3673 (hereinafter called the VENDOR/ DEVELOPER (which terms and expression shall unless be repugnant to the context be deemed to include its successors and assignee) of the FIRST PART.

Sri ----- S/o -----, by faith -----, by  
caste - -----, by occupation - -----, resident of-----

Indian Citizen (hereinafter called the PURCHASER/VENDEE which expression unless inconsistent with or repugnant to the context shall mean and include her successors in office, legal representatives of SECOND PART.

Ashish Anand Infratech India Pvt. Ltd.

contd..2

A. Kumar  
Director



WHEREAS, (1) Shri Sanjay Kumar Sharma, Aadhaar No.-xxxx xxxx 3489 and PAN No.- BDYPS2510R, S/O Shri Brij Nandan Sharma, (2) Mrs. Shilpi Kumari, W/O Mr. Sanjay Kumar Sharma, Aadhaar No.-xxxx xxxx 4201 and PAN No.- EOOBK1436Q (3) Mr. Brij Nandan Sharma, Aadhaar No.-xxxx xxxx 9288 and PAN No.- AFWPS8122C S/O Late Mishri Lal Sharma, (Land Owners) are absolute owner of land and is sufficient entitled to the property of land measuring area Area 27 decimals and is sufficient entitled to the property situated at Raiati Swatva (Tikuri) Swatva in Dhanbad Mauza under District Dhanbad, Chowki Sadar, Registry Office Dhanbad, Circle Dhanbad, Police Station - Dhansar. Mauza Dhanbad Mauza No. 51, Account No. 135 (one hundred thirty five) Plot No. 2221 .The said land is registered in the name of the land owner (first party) in the current part number 24, page number 94 in the All Land Register II. And holding tax no. S.A.F. 411609310322045142 is payable in the name of Shri Sanjay Kumar Sharma and Mrs. Shilpi Kumari, and is in ward number 31 under Dhanbad Municipal Corporation.

AND WHEREAS the land owners are in exclusive possession with absolute right, title, interest and the same is free from all encumbrances, debt, Lien, Charges, or attachment and marketable condition and they have in themselves good title, full power and absolute authority having perfect title to transfer the whole or part of Schedule "A" property.

AND WHEREAS (1) Shri Sanjay Kumar Sharma, S/O Shri Brij Nandan Sharma, (2) Mrs. Shilpi Kumari, W/O Mr. Sanjay Kumar Sharma, (3) Mr. Brij Nandan Sharma (Land Owners) are interested in getting a Multistory residential complex developed and constructed on Schedule "A" land and to acquire a part of super built-up area as absolute owner as consideration in exchange for the full and final value of the Schedule "A" land/property.

AND WHEREAS the Land Owner (1) Shri Sanjay Kumar Sharma, S/O Shri Brij Nandan Sharma, (2) Mrs. Shilpi Kumari, W/O Mr. Sanjay Kumar Sharma, (3) Mr. Brij Nandan Sharma, S/O Late Mishri Lal Sharma, (Land Owners) above named entered in Development Agreement with M/s Ashish Anand Infratech India Private Limited registered under the Indian Companies Act 2013 with registration number - U45200BR2015PTC024416 (PAN-AANCA5365Q) Registered Office L.Ct. Ghat Western Mainpura, in front of Mahant Hanuman Sharan High School, Patna- 800001, by Managing Director Mr. Ashok Kumar, S/O Mr. Raj Narayan Rai, Category O.B.C., Religion Hindu, Profession Business, Resident of -L. whistle. Ghat West Mainpura, Police Station Patliputra, District- Patna. Present residence C/o Captain Pradeep Mohan Sahay, Professor Colony, Hirapur, Street No. 7. Police Station- Dhanbad, District- Dhanbad, Jharkhand. on dated..... for develop of said property motioned in Schedule "A" below.

AND WHEREAS the above Vendor/Developer submitted a residential Multistoried Building plan before Dhanbad Municipal Corporation, Ranchi and got the building plan sanctioned by DMC., Dhanbad vide ...

AND WHEREAS, the said Developer in terms of Development Agreement dated ..... Developed the land in FIRST SCHEDULE below and has constructed thereon a Multistoried Residential building (G+ ) known and called as " Urmila Brij Enclave " according to the specification agreed between the

Ashish Anand Infratech India Pvt. Ltd  
A. Kumar  
Director



Vendor.

AND WHEREAS the aforesaid M/s Ashish Anand Infratech India Private Limited constructed a BG+ Multi storied Building known and named as " Urmila brij Enclave " said flat belongs to the Developer As per Development Agreement.

Cont .3

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A. Kumar  
Director

AND WHEREAS the buyer had inspected the aforesaid documents and after being satisfied about the right, title & interest of the Vendor/Developer of the said Flat No..... Floor at "Urmila Brij Enclave " and is also aware of the fact that the Vendor has entering into separate agreements with several other personal and/or parties who are interested in acquiring the their proposed Flat.

AND WHEREAS the buyer had applied for allotment of flat in the aforesaid apartment on ownership basis.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties to as follows:-

1. The Building shall construct and complete the apartment known as "Urmila Brij Enclave " over the said land in terms of scheme framed by the Land Owners.
2. The Buyer having inspected and seen the plans, designs, specifications approve the same and also agreed that the Landowner may make such variations additions alteration etc, there in as it may required or as instruction of the DHANBAD MUNICIPAL CORPORATION or Government Agencies.
3. The Buyer having seen the relevant papers is fully satisfied that the title of the builder to the said land is marketable and that it has right and authority to enter into this agreement which the buyer accepts.
4. Subject to other clauses herein the Buyer agreed to buy and the Vendor agrees to sell Flat No..... at Floor measuring Super Built-up area ..... Sq.ft. and One Car Parking Space in "" " hereinafter referred to as per plans and specifications inspected, seen and approved by him for Rs ..... /- ( ..... ) only.
5. The pay schedule for making payment of price of the Flat No at ..... Floor at "Urmila Brij Enclave" being total Consideration amount Rs..... /- (.....) only by the buyer to the Vendor/ First Party. At the signing of this agreement buyer paid to the Vendor Rs. /- (Rs. ) only. The details of payment schedule is described in schedule-2 hereunder.
6. The said total consideration shall be paid by crossed AlePayee Cheque or pay orders or demand draft in favour of the First Party or by cash.
7. In case any GS.T., sales tax, purchase tax or any other Govt. Tax duty tax (not being income tax) as prevailing them if any payable in relation to. the same be on the account of the buyer. contd 4

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*A. Kumar*

**Director**

8. If for any reason, any changes are required to be made by the sanctioning authority(ies) or by the Architects or the Vendor, resulting in reduction or increase on the above mentioned area of flat or its location .No claims monetary, or otherwise will be raised or accepted except that the rate per sq.ft. will be applicable on the changed area.
- 9\*. The Vendor shall complete the complex and hand over the possession of the flat to the buyers, subjects always to various flat buyers making timely payment, force major causes on availability of essential items for construction, change of policy by the Govt. Agencies, and builder and no claim by was of delay in handing over the possession on account of the said reasons of any other reasons beyond the control of the Vendor.
10. As soon the said flat agreed to the acquired by the buyer, where complete by the builder or its authorized representative, it shall notify to the buyer of the said flat has been completed.
11. All taxes i.e. house tax, water tax, fire tax, G.S.T and education tax will be payable by the buyer from the date of these become leviable as per the rules and policy of the Municipal Corporation, Ranchi or other concerned authorities at the relevant time.
12. Provided that the entire consideration amount deposited by the buyer to the Vendor and buyer performs all the terms and conditions and stipulation contained herein to be performed observed. The Buyer shall be entitled to peaceful hold, possess and enjoy the said flat without any interruption by any person or persons lawfully or equitable claiming for under or in trust for the society performed by the Vendor.
13. The fittings, fixtures and amenities to be made and provided by the builder shall generally confirm to the specification detailed in schedule - 3 hereunder or as may be altered and/or amended.
14. After occupation the buyer shall not use the said flat for any purposes other than for which the said flat is being acquired by him except with prior written permission by the Vendor. The buyer shall keep the common area and the compound of the said building neat and clean in proper condition and shall neither occupy, interfere, hinder or keep or store any goods, furniture etc in the common area and the compound or in said building nor shall use the same of the said Flat or any illegal purpose or in the manner which may cause any objection to the buyers of other flat in the said building.
15. The buyer irrevocable agrees to abide by all the rules and regulation framed or to be framed at any time and from time to time by the builder or society and generally do all any every act that the Vendor or society

**Ashish Anand Infracore India Pvt. Ltd.**

*A. Kumar*

**Director**

contd..5

may call upon the buyer to do in the best interest of the apartment and the buyer of other flat in the apartment.

16. The buyer further agrees and undertakes that the buyer shall always be bound to sign all papers and documents and to do all other things as the Vendor may require from the buyer from time to time on behalf of safe guarding the interest of the builder and buyers of the other flat on the said apartment.
17. The buyer convenience with the builder and through them with the buyer of other flat that he shall not even demolish or cause to be demolished any part of the said apartment or any part or portion of the said building nor shall be at any time make or cause to be made any new construction of whatsoever, nature in the said building or any part thereof. The buyer further convenient that he shall not make additions or alteration to the said inner part of flat without the prior consent in written permission from the society framed by the flat owners.
18. All costs, charges and expenses in connection with formation of the said cooperative society/association as well as the cost of the preparing , executing and registering or the agreement deed and deeds of conveyance or conveyance transfer deeds any other documents or documents required to be executed by the builder as also the professional cost of the attorneys of the builder for preparation and approval of such documents and also the stamp duty application at the time of conveyance of deed, shall be born and paid by the buyer and that the builder shall not be liable to contribute anything towards such expenses.
19. In case any security or deposit is demanded by electricity authority municipal authority or any other local authority or supply of electricity, water, gas or another facility or utility or amenity shall be determined by the society to be proportionate share born by the buyer.
20. The buyer hereby undertakes and agrees that he shall not do any act, deed or things whereby the construction of the said apartment including the said building and the said flat by delayed or impeded in any manner whatsoever.
21. The Landowner/Vendor hereby agree to return all loans and interest thereon if obtaining by the builder for itself for the purpose of financing the construction before the final conveyance. It is however agreed by and between the buyer and the Builder or Society shall not be responsible in any manner whatsoever in respect to the loan or loans arranged for the buyer, the buyer alone shall be responsible for the timely repayment of the same.

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*A. Kumar*  
**Director**



22. The buyer hereby agrees and undertakes to furnished, sign and verify all papers and documents and when required by the builder or its authorized representatives for assisting the buyer in obtaining loans from Banks or Financial institutions. The buyer further agree and hereby irrevocably authorized to the builder to receive all loans amount as and when received towards existing and/or further installments payable by the buyer.
23. In case of any dispute of difference arises.
- a) Before the delivery of possession and/or the date of possession between the builder. The buyer relating to the interpretation on any of the terms and conditions of this agreement, then the same shall be referred to the arbitration of the Architect such arbitration shall take place in accordance with the provisions of the arbitration Act 1940.
- b) After delivery of possession and/or the date of possession in case any dispute arises due to matters not specifically stipulated in this agreement and also in case of any dispute or any question arising at and also in case the buyers of other flat or flats all such matters shall be referred to the arbitration of the builder or to the nominee or nominees of the builder. Such arbitration shall take place in accordance with the provisions of the arbitration act 1940 and shall be final and binding upon all.
27. The Court having original Jurisdiction on the Town of Ranchi alone shall have Jurisdiction in matters relating to or arising out of this agreement.

#### SCHEDULE OF PROPERTY "I"

##### (THE SAID PROPERTY)

All that piece and parcel of land situated at Raiati Swatva (Tikuri) Swatva in Dhanbad Mauza under District Dhanbad Chowki Sadar Registry Office Dhanbad, Circle Dhanbad, Police Station - Dhansar. Mauza Dhanbad Mauza No. 51, Account No. 135 (one hundred thirty five) Plot No. 2221 land on which the Apartment as built is butted and bounded as follows:-

North - 3 feet closed  
street

South - 30 feet road East

East - 6 feet closed  
street

West - 25 feet road

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*A. Kumar*  
Director

SCHEDULE - I ABOVE REFERRED TO

One Constructed Flat, being Flat No. .... having a super built-up area .....sq.ft. on the ..... Floor, of the Multistoried Bulding BG+ under name and style of " Urmila Brij Enclave " along with parking space on the Ground floor of the said building marked as parking space no. .... , with undivided share of land lying and situated at and being the part of the said land premises,

27 decimals more or less of free hold land being Revisional Survey Raiati Swatva (Tikuri) Swatva in Dhanbad Mauza under District Dhanbad Chowki Sadar Registry Office Dhanbad, Circle Dhanbad, Police Station - Dhansar. Mauza Dhanbad Mauza No. 51, Account No. 135 (one hundred thirty five) Plot No. 2221 State of Jharkhand plus proportionate share and interest in the common area, facilities easements and other rights which are common i.e. open space, generatore room, guard room, staircase, lift, other equipments and all other common fittings and fixtures and facilities. The Flat No .....

THE SECOND SCHEDULE above referred to

(MADE OF PAYMENT)

| <u>Date</u> | <u>Name of Bank</u> | <u>D.D./Cheque No.</u> | <u>Amount</u> |
|-------------|---------------------|------------------------|---------------|
|-------------|---------------------|------------------------|---------------|

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A. Kumar  
Director

contd..8



**SCHEDULE "D"**  
**(SPECIFICATIONS)**

This refers to specification which has been annexed.

The specifications of the building flats shall be as follows:-

|                          |   |
|--------------------------|---|
| <b>FOUNDATION</b>        | R.C.C. columns and pedestals, with antitermite treatment both in foundation and plinth in addition to protection for earth quake.   |
| <b>STRUCTURE</b>         | R.C.C. Columns/Beams/Slabs  |
| <b>WALLS</b>             | 5"8" or 10" thick external and 5"3" thick internal partition brick masonry.   |
| <b>WALLFINISH</b>        | External wall have snowcem. Internal wall will have plaster of paris.   |
| <b>FLOORS</b>            | Standard vitrified 2'x2' size with 4" high skirting & ceramic tiles flooring in Toilets.  |
| <b>DOORS</b>             | 30 mm thick JSI mark flush doors shutters.  |
| <b>SINDOWS</b>           | Fully glazed Aluminum sliding windows.  |
| <b>WATER ARRANGEMENT</b> | Connection with one deep tubes well with over head tank and connected by electric pump.   |
| <b>TOILETS</b>           | Flooring with ceramic tiles and dado in plain ceramic tiles upto 7'-0" in toilets (geyser will not be provided).                    |
| <b>SANITARY FITTINGS</b> | All C.P. fittings of standard make, white glazed vitreous sanitary ware, white colour P.V.C. cistern.                               |
| <b>KITCHEN</b>           | Granite working platform and stainless steel sink wall clad with 24" high dado of ceramic tiles above working platform.             |
| <b>ELECTRJCAL</b>        | Concealed copper conduct wiring with standard fittings and fo1. 'tures (Tube light, fans and other fixtures shall not be provided). |

**Ashish Anand Infracore India Pvt. Ltd.**

*A. Anand*  
**Director**

contd..9

In Witness whereof the Vendor there to have executed and delivered these presents on the day, month and year first above written by the builder hereto in the presence of witness.

WITNESSES

1.

Signed and Delivered  
by the withingNamed  
Vendor/Developer

2.

Signed and Delivered  
by the withingNamed  
BUYER

Ashish Anand Infratech India Pvt. Ltd.

A. Kumar  
Director

contd..10

