



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 1de1720f3a9a2347716d

Receipt Date : 07-Oct-2023 12:35:32 pm

Receipt Amount : 50/-

Amount In Words : Fifty Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : SUKHDHAM REALTORS PVT LTD

Purpose of stamp duty paid : AGREEMENT

First Party Name : SUKHDHAM REALTORS PVT LTD

Second Party Name : AS APPLICABLE

GRN Number : 2319610026



R.No. 3255  
21-12-23

04  
Date 21 DEC 2023

Ram Prasad Mahato  
NOTARY  
DHANBAD

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



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 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।

For Sukhdham Realtors Pvt. Ltd.

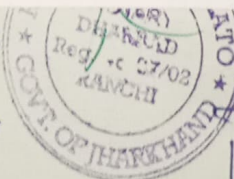
Jagjit Singh  
Director

For Sukhdham Realtors Pvt. Ltd.

Director

For Sukhdham Realtors Pvt. Ltd.

Jagjit Singh  
Director



For Sukhdham Realtors Pvt. Ltd.

Director



DEVELOPMENT AGREEMENT

**THIS DEED OF AGREEMENT FOR DEVELOPMENT** is made and executed at **Dhanbad** on this 24<sup>th</sup> day of **October 2023** by and between;

1. **SMT. USHA SINGH**, wife of Sri Surendra Prasad Singh, by faith Hindu, by occupation Housewife, Resident of Plot No. 105, Lohanchal Housing Colony, Bokaro Steel City, Bokaro, (UID 5013 8301 3176) (PAN ALVPS1772M)
2. **SMT. MRIDULA SINGH**, wife of Late Ganesh Kumar Singh, by faith Hindu, by occupation Housewife, Resident of Vikram Villa, Carme School Road, Jharudih, Dhanbad & District Dhanbad; (UID 9841 2735 6677) (PAN ALAPS8191H).
3. **SRI Mahendra Pratap Singh**, son of Late Sarju Prasad Singh, by faith Hindu, by occupation Business, Resident of 13, Harihar Apartment, East Boaring Canal Road, Near G Medico, Patna Fulwari, Patna, (UID 7034 7333 1983) (PAN AIBPS1313D).

hereinafter Jointly referred to as the party of the First Part, (**Said Land Owners**) which expression shall unless be excluded by or repugnant to the context, be deemed to mean and include their heirs, successors-in-interest, representatives, executors, administrators and assigns of the First Party;

**And**

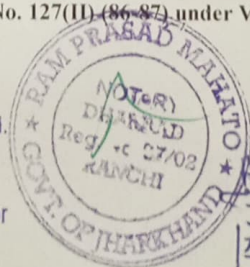
**M/s Sukhdham Realtors Private Limited**, a company registered under the norms of Indian Companies Act, 1956 with its registered office at D-16/360-360, Sector – 7, Rohini, New Delhi 110085 and Administrative office at Unit No. 203, 2<sup>nd</sup> Floor, Triveni Orion, Dhanbad-Govindpur Road, Kolakusuma, Dhanbad through its Director **Sri Manoj Modi** S/o Sri Sanwar Prasad Modi resident of Flat No. 502, Sukhdham Heights, Behind Ray Talkies, Bank More, Dhanbad, and **Sri Jagjit Singh** S/o Sri Rajendra Singh resident of Flat No. 102, Narayana Court, Opp. Jalaram Mandir, Shastri Nagar (West), Bank More, Dhanbad, hereinafter called and referred to as the party of the **Second Part (said Developer or Builder)** which expression shall unless be excluded by or be repugnant to the context, be deemed to mean and include its successors (including successors-in-interest), representatives, executors, administrators, assigns and liquidators) of the Second Party.

That the said Land Owner and the Builder/Developer are hereinafter collectively referred to as the 'Parties' and individually referred to as the 'Party'.

Whereas, **Smt. Usha Singh** purchased **9.50 Decimals** of Land situated in Mouza Hirapur, PS. Dhanbad, Khata No. 13 & 136, Plot No. 116, 117 vide Regd. Sale Deed No. 8672 dated 12.08.1986 (**Said Land owner-1**) from Radha Nath Sen. The mutation of 9.50 Decimals Land entered in their name in the Serista of landlord of Jharkhand vide **Mutation Case No. 127(U) (86-87) under Volume No.10, Page No.2382.**

For Sukhdham Realtors Pvt. Ltd.

*Jagjit Singh*  
Director



*Mridula Singh*  
#

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

And Whereas, **Sri Ganesh Kumar Singh** S/o Late Sarju Prasad Singh and husband of Smt. Mridula Singh, by faith Hindu, By occupation business, purchased **22.71 Decimals and 7.53 Decimals** of Land situated in Mouza Hirapur, PS. Dhanbad , Khata No. 136, 13, Plot No.115, 116, 117 vide two separate Regd. Sale Deed No. 2099 dated 12.03.1985 and Regd. Sale Deed No. 5901 dated 15.07.1980 from Sri Manohar Lal Chopra & Sri Tapan Kumar Bhattacharjee, The Mutation of total 30.24 decimal land entered in their name in the serista of landlord of Jharkhand vide **Mutation Case No. 128 (II) 86-87 under Volume 10, Page 2383.**

That, after the death of Sri Ganesh Kumar Singh on 25/09/2020 her wife Smt. Mridula Singh (**Said Land owner-2**) inherited the said land.

And Whereas, **Sri Mahendra Pratap Singh** s/o Late Sarju Prasad Singh, purchased 13.21 Decimals of Land situated in Mouza Hirapur, PS. Dhanbad , Khata No. 13, Plot No. 117 vide Regd. sale deed No. 5609 dated 27.05.1976 **under Volume No. 4 Page No. 1291 (Said Land Owner-3)** from Sri Tapan Kumar, Sri Sapan Kumar. The mutation of 13.21 Decimals land entered in their name in the Serista of landlord of Jharkhand vide **Mutation Case No. 80 (II)/77-78.**

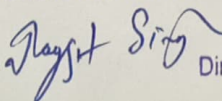
**AND NOW ALTOGETHER parties of the first part i.e.** said Land owner -1, 2 and 3 are recorded owner in possession of total 52.95 DECIMALS land, and out of which all **land Owners No. 1 to 3 decided to develop 51.18 DECIMALS (Subject Land) land** which includes **8.25 decimals** land recorded in the ownership of **said Land Owner-1, 29.72 decimals** land recorded in the ownership of **said Land Owner-2** and **13.21 decimals land recorded in the ownership of said Land Owner-3.** That pursuant to the Sale Deed/Mutation referred to above, said Land Owner-1 to 3 are already in possession of the subject Land free from all sort of encumbrances, attachments, charges, liens, lispensens, acquisitions, claims, demands, statutory dues, Injunction notices, requisitions, family dispute and trusts of whatsoever or howsoever nature and the First Party has full and unrestricted right and power to convey, assign, transfer, alienate, sell and develop the subject land.

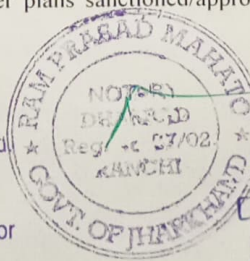
AND whereas the Second Party is engaged in the business of land development and constructions and has sufficient technical expertise, work experience, knowledge, material resources and finances at its disposal for constructing/development of residential/Commercial Building and marketing and selling thereof under its Brand name.

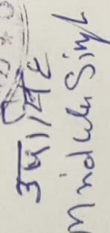
AND whereas, the First Party desires that **51.18 decimal** (Subject Land) if developed/constructed as a multi-storied residential Building (Said Building/Project/Complex) with independent units with the modern and up to date amenities/specification, it will be more useful, profitable and beneficial and when developed, generate funds so as to arrangement of their regular source of income;

AND whereas, the First Party is understood that for development/construction of the subject Land into said Buildings /Project/Complex as per plans sanctioned/approved by competent Authority, would require huge

For Sukhdham Realtors Pvt. Ltd

  
Director



  
Mridula Singh

For Sukhdham Realtors Pvt. Ltd.

  
Director

finances resources, knowledge, Planning, along with the technical expertise and skill of the Real Estate field but they are not fully equipped to do so and has therefore approached the said Developer/Builder.

AND therefore, the First Party keeping in the view of the above-mentioned facts/circumstances and requirements, approached the Second Part for develop the subject Land in to said Buildings /Project/Complex comprising of independent Residential units/Flats/Apartments etc. and sell the built up/under construction property to prospective buyers in their respective share agreed in the said Agreement/Agreement of Division and the First Party has agreed to get the sale deed executed in favour of the prospective Buyer and/or their nominee of Second Party upon completion of Project.. The parties have decided to reduce into writing the terms and conditions of the Joint development of the Subject Land as set out hereinafter.

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

**THAT** the Second Party has satisfied itself about the smooth feasibility and financial viability of construction and development of the subject land in to said Building/Complex/Project comprising of Residential units/Flats/Apartments etc. and accordingly the First Party hereto have agreed and entered into this agreement.

**THAT**, the parties to this agreement in order to avoid any misunderstanding and future complication and legal dispute, desirous to incorporate all the agreed terms and conditions in this agreement in relation to construction, development and sale of respective share of units in the said Building/Project/Complex on the subject land as mentioned in the Schedule A below which the parties hereto have agreed.

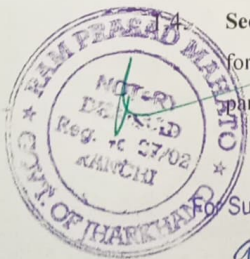
1. The following terms and expressions shall in these presents have the respective meanings assigned to them herein below, unless the same be contrary or repugnant to the subject or context:

1.1.1. **First Party** shall mean the said Land Owner-1 to 3 mentioned in this indenture hereinabove and/or their heirs, executors, legal representatives and/or assigns;

1.2. **Second Party** shall mean Second Party and its successors-in-interest, partners, representatives, nominees, assigns, and/or liquidators, administrators, legal representative;

1.3. **First Party's allocation /Share** shall mean 40% Share in Saleable Area in complete standard form, distributed on each floor in each building in the said Complex/Project together with 40% parking space both covered and uncovered in the said Complex/Building as per approved plan by Dhanbad Municipal Corporation or any other competent authority empowered to do so. (The right of use of the common portions and/or common facilities in the proposed building/Complex/Project and proportionate right in the land over which the proposed building/Complex/Project is constructed/developed);

**Second Party's allocation/Share** shall mean 60% share in the Saleable Area, in complete standard form, distributed on each floor in each building in the said Complex/Project together with 60% parking space both covered and uncovered in the said Complex/Project as per approved plan by



For Sukhdham Realtors Pvt. Ltd.

*Jayjit Singh*  
Director

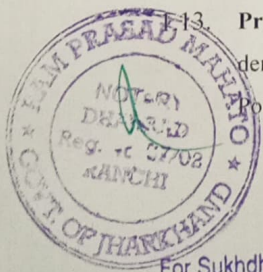
*3/11/21*  
*M. S. Singh*

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

Dhanbad Municipal Corporation or any other competent authority empowered to do so. (The right of use of the common portions and/or the common facilities in the proposed building/Complex/Project and proportionate right in the land over which the proposed building/Complex/Project is constructed/developed); in other meaning, the remaining constructed saleable area after providing the Land Owners' allocation in the proposed building/Complex/Project to be constructed on the subject land including proportionate share of the common facilities and amenities.

- 1.5. **Subject Land** shall mean the **51.18 decimal** land more particularly described in **Schedule A** of this agreement;
- 1.6. **DMC** shall mean Dhanbad Municipal Corporation, Dhanbad, Dist. Dhanbad;
- 1.7. **Architect** shall mean Architect or Architects as may be appointed from time to time for the said Complex/Project by the party of the Second Party;
- 1.8. **Proposed Building/Complex/Project** shall mean and include the multi-storied commercial cum residential complex / buildings proposed to be constructed/developed by the Second Party on the subject land, in conformity with the Building Plan as approved and sanctioned / revised sanctioned by DMC or a competent authority constituted and empowered for the said purpose under the provisions of Jharkhand Building Bye laws 2016 amended up to date;
- 1.9. **Building Plan** shall mean such building plan of said Building/Complex/Project to be approved/ sanctioned/ revised by DMC or a competent authority empowered to do so;
- 1.10. **Saleable Space or Saleable Area** shall mean the units / flats / shops / offices / servant quarter / store room / exclusive terrace earmarked for flats on top floor, car/motorcycle parking space in proposed multi-storied buildings/Complex/Project;
- 1.11. **Common Areas / Portions and installation** shall mean and include the common parts and/or portions and/or facilities in the proposed building/Complex/Project which are meant for common use and enjoyment of the different owners/buyer and/or occupiers of the proposed building/Complex/Project including those mentioned in the **Schedule C**, common green belt, passage, corridors, staircase, lobbies, driveway, electric room, passenger & material lifts, watchman room/booth, light, electrical fixtures in common area, common lavatories, pump room, tube well, overhead water tank, water pump and motor and any other facilities which will be provided by the developer/Builder in the buildings/Complex/Project;
- 1.12. **Common Roof Area** shall mean the demarcated portion of the roof over the top of the buildings measuring along with the Lift Machine Room on such roof and the water tank on such roof, which only shall form part of the Common Portions. The exclusive private roof or any part or portion thereof shall not form part of the Common Portions under any circumstances;
- 1.13. **Private Roof Area** shall mean the demarcated portion of the roof over the top of the buildings demarcated as exclusive private roof or any part or portion thereof shall form part of the Private Portions and not come under common roof area under any circumstances;



For Sukhdham Realtors Pvt. Ltd.

*Rajit Singh*  
Director

*35/1/12/E  
mishra*

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

- 1.14. **Covered Area / Areas** shall mean the built-up area including water tank and share of stair case, passage, lift and other common facilities;
  - 1.15. **Service Organisation** shall mean a society, body or association framed by the Second Party in consultation with the buyers / flat owners to take over the charge for management / administration and/or provision of the common facilities in the building/Complex;
  - 1.16. **Singular** shall include the plural and vice versa;
  - 1.17. **Masculine** shall include the feminine and vice versa.
2. The Party of First Part hereby agrees to appoint and do hereby appoint the party of Second Part as **Developer/Promoters** for construction/development of the proposed buildings/Complex/Project at the subject land on the terms and conditions hereinafter contained. The said appointment of the Developer/Builder shall be irrevocable by the said Land Owners save as elsewhere herein contained.
  3. That the Second Party shall get the building plan prepared through a reputed Architects/Engineer or Planner along with supporting plans such as structural plan, electrical plan, sewerage plan etc. and shall get the said plans duly approved by the appropriate authorities at its own cost and expenses;
  4. That the plan so prepared, if required during or after sanction may be modified, revised and/or altered according to Developer's choice (Second Party) or the need as may so occur in future for feasibility of the project and it is being agreed upon by the parties that if any such construction which is allowed under the provisions of existing building by-laws amended from time to time that is not shown in the approved plans and is being proposed to be incorporated at any further stage of the construction, then such a construction could be done by forwarding an application to the competent authority in terms of Regulation 69.2 of 'Bihar Coal Mining Area Building Regulation' or any other Applicable regulation/rules/Notification/Policy/Building Byelaws notified by the Government/concerned authority from time to time and same shall be informed to First Party.
  5. That, it has been agreed by and between the parties that after the building plans for construction of the Building/ Project/Complex are approved by the parties and DMC, MADA or any competent authority, the actual Saleable Area along with the common rights shall be divided vertically into two parts from top to bottom, on floor-to-floor basis, including the exclusive terrace earmarked for flats/Units of the top floor comprising 40% & 60% share in floors. For such a division and actual entitlement of parties of Saleable area in the agreed ratio, a separate **Agreement of Division** of Saleable Area in the said Building/Complex/Project will be executed within a period of 30 days or mutually extended time period after sanction of the buildings plans between the parties, which shall be treated as part and parcel of the Present Agreement for Development.
  6. That after mutually identify/distribute the Saleable area, the First Party shall be entitled to retain the 40% area out of the entire Saleable Area (**said First Party Allocation/Share**) towards realization of

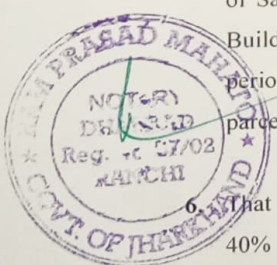
For Sukhdham Realtors Pvt. Ltd.

*Rajjit Singh*  
Director

*MS SINGH*  
*3/11/15*  
*mndgsm*

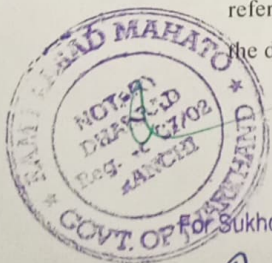
For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director



value of its land and the Second Party shall be entitled to retain the 60% out of the entire Saleable area (said Second Party allocation/Share) towards reimbursement of the cost of construction/development, expenses and all other charges incurred by it in construction/developments of the building/ Project/Complex. The First Party irrevocably agrees with the Second Party to execute the agreements to sell, assign, transfer in any manner whatsoever with or without possession in respect of the share of the Second Party's area of the building/Project/Complex along with rights in the land underneath, in favour of any prospective buyer or any person nominated and/or informed by the Second Party at any time or from time to time;

7. That the responsibility for payment of all costs of installation of electricity connection, generator connection, municipal and property taxes, rates, fee, duties, levies shall be that of the said Land Owner and said Builder/Developer in proportion to their allocation of Saleable area (land owner- 40% and developer 60% after completion of the Building/project/Complex. All cost related to common electricity, generator will be exclusively born by the developers/Builder and the said Land owner will be liable to pay charges related to their respective share only.
8. That it is agreed that both the parties shall mutually decide the name of the building /Project/ Complex and will give preferences to the suggestions of the said Land owner. The Parties shall ensure that the Project is promoted, advertised and publicized under the decided Project name. It is agreed that the Second Party and/or the First Party shall incorporate a clause in their respective documents/Agreements executed with prospective buyers so that successor-in-interest do not change the name of the project/ building/ Complex once the same is completed or anytime thereafter;
9. That the First Party hereby understand and agreed that the Second Party share i.e. 60% in Saleable Area shall be transferred/sold to various intending/Prospective buyers by way of Agreement to Sell/ conveyance or any other mode by the Second Party in part/full without any objection and concern of the First Party;
10. That the parties during the course of construction of the building/Project/Complex shall be at liberty to receive advance or full payment of the saleable units, flats and services etc. falling in its/their respective share from the respective buyers at any time according to its/their own convenience and/or need;
11. That, in case during the construction of the Building/Project/Complex, any legal litigation raised by any third-party regarding ownership/title/encumbrances of subject land, the same shall be referred/forward to the First Party for clearance of the litigation and the First Party shall try to resolve the dispute at the earliest in consultation with Second Party;



For Sukhdham Realtors Pvt. Ltd.

*Rajit Singh*  
Director

*For Sukhdham Realtors Pvt. Ltd.*  
*Mindul Singh*

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

12. That the First Party shall be liable and responsible for litigation, if any arose due to defects on their part or with regard to title in respect of the subject land or any boundary dispute and if any restraining order comes into force due to act of any third party or land owners, then the Second Party will be entitled to get cost of litigation from the First Party, which will be incurred by the Second Party during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court/ Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the First Party' share/allocation shall not be considered the delay on the part of the Second Party.
13. That, it is also agreed that all the common amenities and facilities like entrance gate, gardens, common parking spaces, open spaces, staircase, common roof, lift, sewer line, security etc., except reserved parking and reserved roofs shall remain common for all occupants/Purchaser of the units in the Building/complex/Project and the maintenance charges towards common facilities and amenities in the Building/Complex/Project shall be charged only after the Completion of Building /Project/Complex.
14. That it is also agreed that the First Party shall simultaneously execute a registered **General Power of Attorney** in favour of Second Party M/s SUKHDHAM REALTORS PVT LTD. or in the name of its Partners/authorised representative in order to submitting the applications, requisitions to the various authorities for obtaining necessary permission, approvals, sanctions or other materials and concerning other matters required statutorily to be done and required in connection with the construction/development and completion of the said Building/Project/complex including getting the Registration and Compliance in the said Building/Project/Complex under the Provisions of RERA Act 2016 and relevant rules/regulations with the Jharkhand Real Estate Regulatory Authority by submitting all necessary legal documents, affidavit, declaration, undertaking required for the said purpose and getting of water, electricity and other required services connections in the said Building/Project/Complex. The Second Party shall have a right to book and sell its portions/share of the Saleable Area and get it registered and shall also have a right to enter into any agreement for sale of its portion by virtue of this Agreement and Power of attorney. The Second Party through holder of the said Power of Attorney shall also be entitled to sign and execute the requisite documents on behalf of the First Party for getting necessary approvals from DMC or all other concerned authority involved in relation to construction/development/ completion of the Building/project/Complex; However the Developer/Builder undertake not to cause to be done any act deed or thing which may in any way misuse, contravene any rule, law or regulation or to misuse the powers which may be conferred upon the Developer/Builder by the said Land Owner to construct said Building/Project/Complex as stated herein above on the subject land as per Agreement for Development.

15. That the First Party hereby nominates, constitute and appoints the Developer/Builder as their true and lawful attorney for the purpose of transferring, selling, conveying and/or assigning the Developer's portion/share of 60% in the proposed Project/Complex/building and for the said purpose for signing

For Sukhdham Realtors Pvt. Ltd.

*Pragat Singh*  
Director

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

and executing all writings, agreements, conveyances and/or other transfer documents and perfecting such deeds, documents and writings by requisition thereof, if necessary and the Land Owners do hereby further agree to grant in favour of the Developer/Builder such other powers and/or authorities as may be required from time to time be required by the Developer/Builder for the purpose aforesaid.

16. It is hereby specifically mentioned that the parties hereto shall be free to sell transfer and/or mortgage, assign or part with the possession of their respective share at their own risk and account without any objection from the other party and to receive, accept any consideration amount and to issue receipt of full or partial payment. Each party shall have rights to negotiate his respective share with common facilities to any intending Buyer/purchaser. The Land Owners agrees to execute, sign and deliver the document which might be required for conveying the Second Party's share in favour of the intending purchaser or nominee of Developer/Builder as a confirming party when the construction has been completed by the Developer/Builder. It is hereby specifically mentioned and agreed that the Land Owners shall not claim any remuneration for execution of the aforesaid documents and all the expenses whatsoever for the transfer of the Second Party's share shall be borne and paid by the Developer/his nominee(s)/intending purchaser(s).
17. That it is agreed by the First Party that the Second Party is free to purchase or execute development agreement from other party/parties for the land which is adjacent/connected to the subject land. The developer/Builder shall be free to develop comprising land taken from other vendor(s)/owner(s) and said Building /Complex/Project being taken from the Land Owner may be used for exit/entry passage or for common usage to other lands developed/acquired from other vendor(s)/owner(s).
18. That the First Party and Second Party have entered into this agreement on principal-to-principal basis only and nothing contained herein shall be deemed or construed as constituting a service contract or a partnership between the Second Party and the First Party or as a joint venture or a joint adventure between First Party and Second Party nor shall the Second Party and First Party in any manner constitute an association of persons. Each Party shall be strictly responsible for its own income tax liability or other tax liabilities, if any, and shall keep the other party thereto indemnified from and against the same at all times;
19. That it is expressly agreed that in the event of there being any delay in completion of construction work of the said Building/ Project/Complex and subsequent to delay in handing over possession of the First Party' share as per Agreement of division (including obtaining the Completion Certificate / Occupancy Certificates within 3 months from the end of the Stipulated Period) within the **Stipulated Period of 60 months** [48 months + 12 month grace period] from the date of obtaining all statutory clearance/approvals required before commencement of construction work of the said Building/Project/Complex except, due to the reasons beyond the control of Second Party and the reasons mentioned in 'Force Majeure Clause' of this Agreement and due to any unforeseen



For Sukhdham Realtors Pvt. Ltd.

Rajit Singh  
Director

For Sukhdham Realtors Pvt. Ltd.

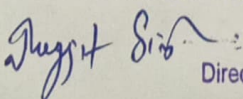
Director

circumstances like drastic changes in law and hindrance caused by concerned authority, the Second Party shall pay a penalty of Rs 50,000/- (Rupees Fifty Thousand Only) to the First Party per month of delay, till handing over the possession of First Party's share as agreed hereto above. For the purpose of penalty, if Occupancy Certificate / Completion Certificate is not obtained due to reasons beyond the control of the Second Party or due to any default on the part of First party in execution of any document required for the said purpose, penalty will not be applicable. Notwithstanding the above said provision, both parties at liberty to mutually extend the time period of completion of said Building/Project/Complex beyond the stipulated time period.

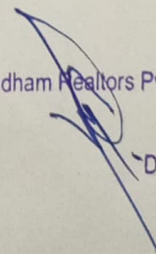
20. That except as herein before provided, the Land Owner shall not interfere with or obstruct in any manner with the construction/development of said Building/Project/Complex, however the Land Owner or his nominee or nominees shall have free hand and unfettered access to the construction site at all reasonable time and they shall be free to point out to the Developer/Builder or their agents, subcontractors or administrators and the Developer/Builder shall rectify such defective construction, workmanship or use of inferior materials, if any.
21. That it has been expressly agreed upon between the parties that if some area in the proposed Building, complex/Project is altered / reduced / increased, at any time either before or after the completion of the said Building/ Project/Complex, it shall be considered as a mutual decision of the parties and all the charges if become payable shall be borne by the parties in their respective sharing ratio and the respective share of parties will be altered / reduced / increased accordingly.
22. That at the time of division of the built-up portions as per the agreed sharing ratio in the Agreement of Division, if any portion remains which cannot be divided beneficially, in such event, the parties shall have the option to take up such area and compensate the other party on mutually agreed terms;
23. It is also agreed between both the parties that after completion of Project if any opportunity arise for leasing out entire developed land owners' share and developer's Share jointly, then in that case if any expenses for the said purpose will be paid or payable by the parties in their respective ratio.
24. On completion of construction of the proposed building/Project/Complex, the Land Owner shall become entitled to exclusive use and occupation of the Saleable Area comprised in the Land Owner's portion/share of the proposed building/Complex/Project subject to occupation Certificate/Completion Certificate issued by the competent Authority and the Developer/Builder shall put the land Owners in undisputed and exclusive possession thereof and obtain a certificate of possession from the Land Owners.

25. THE PARTY OF FIRST PART DO HEREBY DECLARE, REPRESENTS, WARRANTS AND COVENANT THAT:

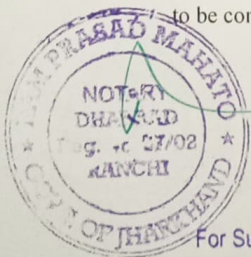
For Sukhdham Realtors Pvt. Ltd.

  
Director

For Sukhdham Realtors Pvt. Ltd.

  
Director

- a. The First Party are the exclusive owners in possession of the subject land described in **Schedule A** below and there is no other co-owner(s) or co-sharer(s) of the subject land save and except them and they are sufficiently entitled to deal with the Subject land.
- b. Prior to execution of this Agreement, the First Party has not transferred the subject land to anybody else nor entered into any other Agreement with any other party with respect to subject matter.
- c. That excepting the Land Owner, no one else has any right, title, interest, claim or demand whatsoever or howsoever over in respect of the Subject Land or any portion thereof.
- d. The First Party has declared and assured to Second Party that the subject land is free from all sort of encumbrances i.e. mortgage, gifts, wills, exchanges, charges, liens, litigations, acquisitions, claims, demand, statutory dues, injunction notice, attachments, family dispute, prior agreement to sell/Collaboration agreement whatsoever or howsoever nature. Whatsoever if it will be ever proved otherwise, First Party shall be liable and responsible for making good all losses, which may be suffered incurred, undergone and sustained all by the Developer/Builder as a result thereof.
- e. That the First Party hereto without being influenced or provoked by anybody do hereby categorically declared that the Second Party shall continue to construct the said building/Project/Complex exclusively in the name of the Second Party at its own cost, arrangement and expenses as well as the First Party shall have no financial participation and or involvement in this regard.
- f. The First Party has declared that under the said Agreement, the Second Party is not the transferee or buyer of the flats/units comes under the share of Second Party as per the Transfer of Property Act, 1882 The sole ownership lies with the First Party, but the First Party grants the Second Party along with development rights, a license to enter the subject land for the purpose of development but not as a transferee/buyer.
- g. The First Party hereby declare that the Land Owners have full and unrestricted right and power to convey, assign, transfer, alienate and sell the subject land. The First Party shall also keep the subject land free from all sorts of encumbrances till the completion of the said Project/Complex, sharing of the respective portions/share of parties.
- h. (i) That the First Party shall handover the original title deeds/ownership documents, etc. to the Second Party and the Second Party shall have right to secure loans from any financial institutions or bank by mortgaging their specified share as mentioned in the Agreement of division for the purposes of completing the construction of the building/Complex/Project proposed to be constructed on Schedule A land;  
 (ii) The Second Party shall use the loan amount only for the purpose of completing construction of the building proposed to be constructed on the land described in Schedule A;  
 (iii) The Second Party shall keep the First Party indemnify from the loan amount which will be taken from the financial institutions or banks for the purpose of completing construction of building proposed to be constructed on Schedule A land;



For Sukhdham Realtors Pvt. Ltd.

*Jayjit Singh*  
Director

*FOURTE*  
*included sign*

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

- i. The First Party hereby assures the Second Party to extend all their co-operation for the development of the subject land and for disposal of the proposed units/flats falling to the allocation/share of the Second Party to intending parties or buyers.
- j. That the Land Owner shall hand over all the original documents of the subject land to the Developer/Builder at the time of execution of this Agreement. if the Original documents is not delivered in favour of the Developer/Builder, then produce all the Original documents, whenever called for production of the same by the Developer/Builder.
- k. The First Party or their legal representative(s) shall have no right/ authority/ power to terminate this agreement within the stipulated period for construction of the said building/Complex/Project as well as till the date of disposal of all the flats/shops/units of the Developer's allocation/share. If tried to do so then the First Party shall pay firstly total market price of the constructed area with damage together with interest on all investment.

**26. THE PARTY OF SECOND PART DO HEREBY DECLARE, REPRESENTS AND COVENANT THAT:**

- a. That the second party also agrees to give a sum of Rs.50 lacs (Rs. Fifty lacs only) to the Owner as interest free refundable security deposit as per the following manner;

At the time of signing of the Developer Agreement	Rs.31,00,000.00
At the time of Division Agreement	Rs.19,00,000.00

- b. That the second party has paid a sum of Rs.31,00,000.00 (Rs. Thirty one lac only) to the Owner as per the following detail as advance out of the above-mentioned money at the time of signing of this agreement.

1. Smt. Usha Singh	: Rs. 4,15,000/-
2. Sri Mahendra Pratap Singh	: Rs. 13,65,000/-
3. Smt. Mridula Singh	: Rs. 13,20,000/-

- c. The Second Party shall develop the subject land by constructing a multi storied residential cum commercial Building/Project/complex with independent units with all essential facilities/specification for a comfortable existence at their own cost, expenses and resources after getting all the requisite permissions, sanctions, approvals from the competent authorities and as per the plans sanctioned by the competent authority as envisaged in terms of Clause 3, 4 & 5 above and which permissions, sanctions, approvals will be kept valid/renewed and in force until completion of the said Building/project/Complex;

d. The Second Party shall use all standard quality of building materials and fittings;

For Sukhdham Realtors Pvt. Ltd.

*Poojit Singh*  
Director

*Usha Singh*  
*Mridula Singh*

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

- e. The Second Party will be responsible to deliver standard quality of construction, complete the project as per agreed timelines, subject to delays beyond their control and force major circumstance. All materials used would be of standard quality and the construction work shall be as per acceptable Indian standards. However, for more clarity the details of specifications are being given under **Schedule B**.
- f. The Second Party shall be entitled to enter into agreements with intending buyers and to receive Boking amount, instalments amount, issue money receipts, call monies by issuing demand Note/reminders/Notices and part consideration amounts and/or full payments, from such intending party/buyers against construction and disposal of such units, flats, shops, parking and services, falling to their exclusive allocation/shares, save and except the First Party's share;
- g. That the Second Party shall not dispose off or transfer any units, flats, shops, parking and services falling to the 40% of the First Party;
- h. That the Second Party shall have exclusive marketing rights for their entitlement of allocation/share in its own name and for that purposes, the Second Party is hereby authorized to sell the Flats/unit/shop, receive application form, issue Allotment Letter, sign Flat Buyers Agreement, Maintenance Agreement, receive earnest money/ sale consideration from the Prospective buyers/ allottees , etc. in its own name. However, the final deed of conveyance shall be executed and registered by the First Party upon completion of Project in the format of Conveyance deed approved by Second Party.
- i. That the Developer/Builder will endeavour to complete the Project/Complex within the time specified in this Agreement or within the mutually agreed extended time period and also obtain Completion Certificate (C.C.)/Occupancy Certificate from the competent Authority at its own costs and expenses
- j. The Second Party shall market the Saleable area of Flats/Apartments/Shops etc. falling in their allocation/share in such manner that all Flats/ Apartments/shops are transferred to the prospective buyers after completion of the Project and First Party shall sign and execute all necessary documents as may be required for the said Purpose.
- k. That the Second Party undertakes the responsibility to supervise the construction activities and as and when necessary, appoint architect, Engineer, service consultant, contractors, sub-contractors, skilled or unskilled labours and other personnel experts in civil construction at their own cost and expense and shall pay them remunerations to discharge their services in relation to said Building/Project/Complex.
- l. That the Second Party shall prepare the building and other construction plans/drawings and get the same signed by the First Party, if required and obtain necessary approvals from all relevant authority/authorities for construction of the said Building /Project/Complex.

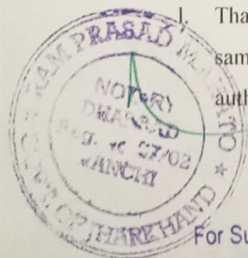
For Sukhdham Realtors Pvt. Ltd.

*Pragati Singh*  
Director

*30/1/12*  
*Mridul Singh*

For Sukhdham Realtors Pvt. Ltd.

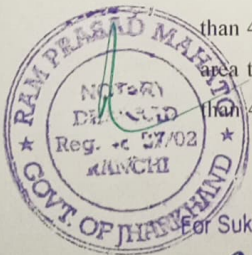
*[Signature]*  
Director



- m. That whatsoever expenses incurred towards construction of the proposed building/Complex/Project including payments to labours, purchase of construction materials, and other fittings, install services, etc. shall be borne by the Second Party;
- n. The Second Party shall take all responsibilities and keep the Land owner indemnified for construction of the proposed building/Complex/Project, for any untoward incident / accident at site, mis-happening, harms occurs to the adjoining properties or any other claim related to construction activity at site;
- o. That from the date of execution of this Agreement, the Developer/Builder be put in exclusive and vacant possession of the subject land in terms of these presents; all outgoing in respect of the subject land shall be the liability of the Developer/Builder and the Developer/Builder agrees to pay and bear the same absolutely and punctually and Developer/Builder agrees to keep the Land Owner saved, harmless and indemnified in respect thereof and all claims, demands, costs, expenses, actions and proceedings including payment of any fine or penalty imposed by any Authority on account of any construction made by the Developer/Builder in deviation of the Sanctioned Plan and the resultant loss arising there from as also any levy imposed by or any other Statutory Body or the Government for the development or betterment of the locality in which the proposed multi storied building is to be constructed will be borne and be on account of the Developer/Builder.

**27. THAT THE PARTY OF THE FIRST PART AND THE PARTY OF THE SECOND PART DO HEREBY DECLARE, REPRESENTS AND ADMIT AS FOLLOWS**

- a. The Parties agreed that all the unit shall have the undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed building/Complex/Project, which is constructed and/or to be constructed as per Building Plan and/or its added and/or Revised Plan, which was be duly sanctioned by the concerned Authority.
- b. Neither of the party shall sell and/or transfer the allocation/share of the other party to any party or parties;
- c. No construction shall be done beyond approval of the sanctioned and approved building plan and clause 3, 4 & 5 above. In case the Second Party obtains the approval for any further floor/area, during or after the completion of the project, in that event the Second Party may construct on the vacant floors at their discretion and risk and shall be liable to handover to the First Party newly constructed area as per the agreed sharing ratio in such further construction;
- d. The Second Party shall deliver 40% of the built-up area in the proposed building/Project/Complex to the First Party of the Schedule A land. In case the Land Owners' allocation/share is found to be more than 40% in the proposed building/Complex/Project, the Land Owner shall pay the price of the excess area to the Second Party as per mutually agreed Rate. On the contrary if the area is found to be less than 40% then the Second Party shall pay the price of such lower area to the Owners as per mutually



For Sukhdham Realtors Pvt. Ltd.

*Jagjit Singh*  
Director

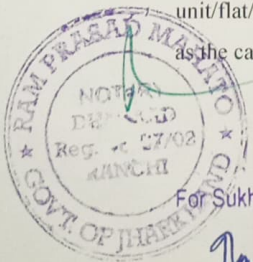
*Jagjit Singh*  
*Mind Singh*

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

agreed Rate. **Agreed Rate** shall be finalised in Agreement of Division to be entered into separately after sanction of Building Plan of said Building/Complex/Project;

- e. That for the purpose of smooth and successful execution and completion of the said Building/Project/Complex, the parties shall be fair and honest to the terms and conditions of this Agreement for Development and Agreement of division and Parties may mutually decide, as and when need and circumstances warrants, to limit, or expand various inter se role and responsibilities in order to achieve several statutory requirement and compliances and the day to day working of different functions concerning the said Building/Complex/Project;. In other words, the party to this Agreement may be assigned additional duties, responsibilities and functions to ensure the execution of various function of said Building/Complex/Project are not stopped or delayed and the said Project will be completed at minimum possible time and cost.
- f. The First Party shall full co-operate with Second Party and Shall provide Second Party with all the necessary documents as may be required by the Second party from time to time and shall sign and execute all relevant documents, applications, declaration, affidavit, undertaking etc. as may be required for the smooth development and timely completion of the said Building/Project/Complex and authorised to Second Party to represent the First Party before the concerned government authority in connection with approvals of said Building/Project/Complex.
- g. The parties shall put their sincere efforts for the success of said Building/ Project/Complex, which however shall never constitute or deem to be constituted any partnership between the parties.The Parties hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.
- h. The electricity power connection obtained in the proposed buildings/Complex/Project from the concerned Government authority as may be installed shall be borne by the unit/flat buyers and the First Party thereof in proportion to their respective share in the proposed buildings. However, electrification for the common area of the buildings shall be provided by the Second Party for operation of common lighting, water pumps, elevators, etc.;
- i. The Second Party shall construct the proposed buildings/Project/Complex as per specification given in **Schedule B** of the Agreement. The Parties have liberty to change the specification during the course of construction for the betterment of said Building/Complex/Project in compliance of statutory requirements or mutually agreed between the parties. For any other extra work or alteration or modification other than specification, or replacement of fittings, requested by the First Party or the unit/flat/shop buyers, such extra cost shall be borne by the unit/flat/shop buyers and/or the First Party as the case maybe;



For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

30/12/24  
*[Signature]*  
Mridul S. Jyoti

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

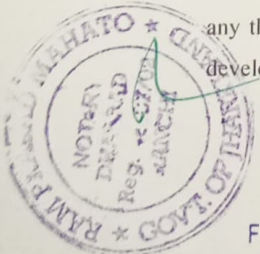
- j. The Second Party shall make advertisement by way of publication in newspaper, display board or through media etc. to market and sell the Developer's allocation/share to the intending parties/buyers; it is also agreed by and between the parties that the Second Party shall be entitled to display their board at the project site and will be free to advertise the project in what so ever manner it deems fit and necessary and as and when required at their own cost and expenses;
- k. The Second Party shall be entitled to raise fund from the intending buyer(s) or through its own source at its own risk and terms;
- l. The Second Party shall have the power to execute and register the sale deed(s) in favour of the intending buyer(s)/parties with the necessary terms and conditions as required under the law.
- m. The parties hereto shall save harmless and keep indemnified each other against any loss/damage/incident suit or proceedings;
- n. That the Land owner(s) and their legal heirs hereby declare and undertake that upon the demise of the said Land owner/one of the Land owners prior to completion of said Building/Project/Complex, the legal heir(s) of the said Land owner/ individual land owners shall be substituted and join the Development Agreement and also execute fresh Power of Attorney in favour of Second Party and also execute other required documents in favour of the Developer/Builder for the betterment of the said Building/Project/Complex on the same terms and conditions mentioned herein.
- o. The parties hereof including their respective heirs and successors in office shall be bound by the terms and conditions of this agreement and agreement of division and any other terms as may be amended by mutual consent;
- p. Maintenance of the common facilities shall be the joint responsibility of all the units/flat owners and occupiers and shall be charged from them only after the units/flat are handed over to purchaser/buyers upon completion of said Building/Project/Complex, but the maintenance of the internal flat and facilities shall be maintained and borne by the individual unit/flat owners; and
- q. All the maintenance charges, licence fee and any form of State & Central Government taxes, levies, charges, GST, etc. of the Land Owner's allocation/share shall be borne by the Land Owner and shall be paid progressively to the Second Party as and when payable due.
- r. The Parties shall defend compromise and settle all suits, proceeding and cases that may be initiated by any third party against any/all acts of the Land Owner and/or Builder/Developer with regard to title, development, construction and marketing of the said Building/Project/Complex.

For Sukhdham Realtors Pvt. Ltd.

*Jagjit Singh*  
Director

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

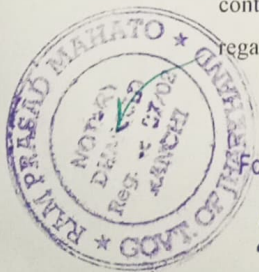


*3/2/17*  
*Mridul Singh*  
*[Signature]*

- s. The Parties shall ensure that the Project does not encounter any problems at any time for any reason whatsoever due to their acts, omissions, defaults and/or non-performance of their responsibilities and obligations hereunder or otherwise whatsoever.
- t. The Parties shall compliance the applicable Building Bye Laws and provision of Jharkhand Apartment (Flat) Ownership Act, 2011 & rules thereof amended up to date and the compliance under the Provision of RERA Act, 2016 and Jharkhand Real Estate (Regulation and Development Rules, 2017. The Parties hereby confirms and assures that they are fully aware of the provision of the above said applicable Byelaws, Act & rules and its implications thereof in relation to the said Building/Project/Complex and shall comply with the provision of the same or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the subject matter. The parties shall execute all the documents / papers required for the said purpose as and when required for compliance the statutory provisions.

## 28. MISCELLANEOUS TERMS

- a. **INDEMNIFICATION:** The land Owner do hereby undertake to keep the Builder/Developer indemnified against any claim or claims by any third party in respect of the subject Land and or against the defects in the title of the land Owner. It will be the sole obligation of the Land Owner to make the title to the Subject Land good and marketable. Similarly, the Builder/Developer do hereby indemnify and keep the land owner indemnified against any claim or claims by any third party and/or prospective purchaser because of any defect in the construction /development and or non-compliance of any rules and regulation and or claim or claims by any worker or workers, vendors or on any other account which is required to be fulfilled by the Builder/Developer. Further, Each of the parties shall indemnify, defend and hold harmless the other party, its affiliates, and each of their partners, officers, employees, etc. against all claims, suits and proceedings and any all related liabilities, losses, expenses, damages and costs (in each case actual and direct in nature) incurred or suffered by the other parties, relating to or arising out of the breach by the indemnifying party of any of its duties, obligations, representation or warranties under this Agreement.
- b. **CONFIDENTIALITY:** During the subsistence of this Agreement, each party shall and shall cause all of its affiliates, employees, representative and advisors, to keep confidential and not publish or disclose to any third party, except in the normal course of business, any information relating to the other party or relating to the terms and condition described in this Agreement including its existence or relating to any discussed aspects of the proposed transactions between the parties in course of negotiations. Further upon termination or expiration of this Agreement, the party receiving any confidential information shall at the direction of the disclosing party return, destroy to the extent reasonably practicable, all disclosing party's confidential information from any computer, word processor or other device containing such information. Further none of the parties shall make any public announcements regarding the facts of having executed this Agreement without the prior consent of the other party.



For Sukhdham Realtors Pvt. Ltd.

*Pragati Singh*  
Director

*31/1/24*  
*Mishra*  
*[Signature]*

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

- c. **Commencement and duration:** This Agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter sale out of all the flat/units/space to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat/unit owners' Association, if required, this Development Agreement will be coming to an end.
- d. **Force Majeure:** Neither Party shall be liable for any default or delay in the performance of its obligations, warranties, covenants when such default or delay is due to any contingency beyond its reasonable control including, Acts of God, epidemic, cyclone, flood, earthquake, drought, fire, injunction order, explosion, atmospheric disaster, war, riot, revolution, change of law or regulations, non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority or any similar causes and the time consumed in clearance of all mentioned hurdles shall not be counted in the Stipulated Period. It is clarified that denial or refusal of any Consent by any Governmental Authority shall not constitute a Force Majeure event. A Force Majeure event shall suspend the execution of the affected Party's obligations hereunder for the duration and to the extent of their effects. In the event of a Force Majeure event referred to in this Clause, the Party affected by such Force Majeure event shall at once inform the other Party of the nature and probable duration of the Force Majeure event and both the Parties shall take all reasonable measures to limit the consequences of the Force Majeure event to a minimum.
- e. **Notices:** All notices or order communications which are required or permitted hereunder shall be in writing and shall be sufficient delivered or mailed by registered or certified mail, postage prepaid, or faxed (but then immediately confirmed by mailing of the original) at the addresses set forth in the heading of this Agreement or such other address as the appropriate Party may advise the other Party.
- f. **Publicity:** The understandings recorded in this Agreement shall be kept confidential by the Parties and no announcement or statement to the press or circular relating to any matters in this Agreement shall be made or issued by or on behalf of any of the Parties, without prior written approval of the other Party, which approval shall not be unreasonably withheld or delayed, except if any such announcement or circular is required under any Legal Requirement or by any Governmental Authority.
- g. **Entire Agreement:** This Agreement, the Schedules hereto and the agreements specifically referred to herein constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior negotiations, commitment, agreements and understandings, oral and written, between the Parties in connection with the subject matter of this Agreement. In the event there is any conflict between such other agreements and any term or condition contained in this Agreement, this Agreement shall prevail.
- h. **Severability:** If any provision of this Agreement shall be waived or held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. Instead, this Agreement shall be construed, if possible, in a

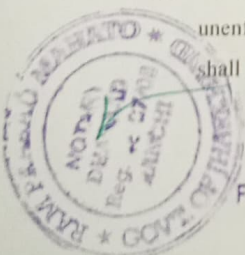
For Sukhdham Realtors Pvt. Ltd.

*Jagjit Singh*  
Director

*341012*  
*Minduk Singh*

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director



manner to give effect by means of valid, legal or enforceable provisions to the intent of the parties to the particular provisions held to be invalid, illegal or unenforceable and, in any event, all other terms shall remain in full force and effect.

- i. **Binding nature:** This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- j. **Amendment, Modification and Waiver:** This Agreement may be modified, amended or supplemented only by mutual written agreement of the parties. Any party may waive or delay the performance of any condition intended for its benefit. Each amendment, modification, supplemental or waiver shall be in writing signed by the party or parties to be charged. Any modification or amendment to the terms of this Agreement shall be valid only if it is reduced to writing and signed by or on behalf of each Party. The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law shall not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement prevents further exercise of another right or remedy.
- k. **Assignment:** No party may assign or transfer or purport to assign or transfer this Agreement, in whole or in part, or any rights or obligations hereunder, without prior written consent of the other party.
- l. **Cumulative Rights:** The rights and remedies of the parties contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.
- m. **Further Acts and Assurances:** Each Party agrees to execute and deliver all such further instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to perform the provisions of this Agreement.
- n. **Reference to Arbitration:** All disputes and differences arising in connection with this Agreement shall, to the extent possible, be settled amicably by prompt good faith, negotiations between the parties. In default of such amicable settlement within thirty (30) days of the commencement of discussions/negotiations, the dispute shall be finally settled under the provisions of the Indian Arbitration and Conciliation Act, 1996 and rules thereof amended up to date by the sole arbitrator appointed by Second Party in accordance with said Act /Rules, whose decision, the parties shall recognise and respect as final and binding upon the parties without any right of appeal or review on any grounds whether in law or equity before any judicial or government body. Any such arbitration proceeding shall be held in Dhanbad, District Dhanbad, in the state of Jharkhand. Both the Parties will bear the fees of the Arbitrator/Arbitration Proceeding in equal proportion.
- o. **Injunctive Relief:** Notwithstanding the aforesaid, Second Party shall have the right to institute judicial proceedings against the First Party or any one acting through or under such Party in order to enforce its rights under the said Agreement through specific performance, injunction or similar equitable relief.
- p. **Jurisdiction:** The Civil Court of Dhanbad, District Dhanbad, in the state of Jharkhand alone shall have jurisdiction to try any case arising out of this agreement.



For Sukhdham Realtors Pvt. Ltd.

*Jugjit Singh*  
Director

*30/11/18*  
*Mukul Singh*

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

IN WITNESS WHEREOF BOTH THE PARTIES HAVING UNDERSTOOD THE CONTENTS AS WELL AS THE TERMS AND CONDITIONS OF THE AGREEMENT WHICH HAVE BEEN READ OVER AND EXPLAINED TO THEM IN SIMPLE HINDI PUT THEIR RESPECTIVE SIGNATURE ON THIS AGREEMENT ON THE DAY, MONTH AND YEAR MENTIONED HEREINABOVE IN PRESENCE OF THE WITNESSES ON THEIR SOUND HEALTH, STATE OF MIND AND WITHOUT ANY MISREPRESENTATION, FRAUD, UNDUE INFLUENCE OR COERCION.

**Signature of the First Party**

- 1. Smt. Usha Singh उषा सिंघ
- 2. Smt. Mridula Singh Mridula Singh
- 3. Sri Mahendra Pratap Singh [Signature]

**Signature of the Second Party**

M/s Sukhdham Realtors Pvt Ltd. through its Directors For Sukhdham Realtors Pvt. Ltd.

- 1. MANOJ MODI [Signature] Director
- For Sukhdham Realtors Pvt. Ltd.
- 2. JAGJIT SINGH Jagjit Singh Director

**WITNESSES (Name & Address)**

21/12/23  
**NOTARY**  
**DHANBAD**



2.

Certified that the finger prints of the left hand of the parties, whose photograph is affixed in the document have been duly obtained before me, and the deed has been printed in my office as per draft given by the parties:-

For Sukhdham Realtors Pvt. Ltd.

Jagjit Singh Director

उषा सिंघ  
Mridula Singh  
[Signature]

For Sukhdham Realtors Pvt. Ltd.

[Signature] Director

SCHEDULE A

All that piece and parcel of Rayati Land including construction thereon situated in MOUZA: HIRAPUR Police Station Dhanbad, District Dhanbad measuring 51.18 decimal.

MOUZA :

HIRAPUR, Khata No.13, Plot No.115, 117 Area 51.18 decimals abutted and bounded as follows:

- In the North : Vibhuti Apartment & owners land
- In the South : Narrow passage and then house of Ganesh Bagchi
- In the East : 25 feet Road
- In the West : Carmal School, Dhanbad

For Sukhdham Realtors Pvt. Ltd.

*Jagjit Singh*  
Director

✓ 30/1/17

✓ Mridul Singh

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

✓ *[Signature]*



**SCHEDULE B**

**(Specifications)**

**Building Structure**

- ✓ RCC framed structure with seismic Zone III compliance
- ✓ concrete solid block masonry

**Walls**

- ✓ Internal: finished with Plaster, Putty & Paints in Common Area, in Shops & offices coating of putty
- ✓ Exterior: furnished with Weather coat paint

**Flooring**

- ✓ Granite finished/Marble/Ceramic tiles flooring in all Common Areas of the Building
- ✓ Chequered tiles/equivalent flooring for parking lot
- ✓ Anti skid tiles flooring for Bathrooms

**Doors**

- ✓ 32 mm thick OST flush door shutters for Office Units.
- ✓ All door frames using quality Sal wood
- ✓ Main door GI shutter in all Shops

**Windows**

- ✓ Two Track Anodized Powder Coated Aluminium sliding windows

**Electrical**

- ✓ All electrical wiring in concealed conduits with standard make wires
- ✓ Switches of Anchor/Havell's or equivalent
- ✓ ELCB and MCB in all units

**Lift**

- ✓ Most modern lift with permanent texture paint

**CCTV & Fire Fighting System**

- ✓ CCTV at check point and on each floor
- ✓ Fire Fighting systems as per Govt norms

**Power Backup**

- ✓ Silent Diesel Generator for standby power supply for common area lighting, lift, water pump
- ✓ In each individual commercial unit at extra cost

For Sukhdham Realtors Pvt. Ltd.

*Jayjit Singh*  
Director

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director



21/12/23  
**NOTARY  
DHANBAD**

Authorised  
u/s 297 (i) (c) of the Cr P.C. 1973  
(Act No 11 of 1974) & u/s (8) (i)  
of the Notaries Act 1952  
Act No 53 of 1952

*J. SINGH*  
*Mridul Singh*

*[Signature]*  
Identified  
by  
*[Signature]*  
Date  
21/12/23

SCHEDULE C

**(The Common Portions)**

1. Staircase and the lift landings on all floors of the proposed buildings/Complex;
2. The common paths, passages and areas in the land comprised in the said Complex and in the proposed buildings (except expressly such area as therein as are not needed or held or intended for use by any particular person) including the beams foundation and supports of the proposed building/Complex;
3. Drive way and lobby on the ground floor of the proposed building (save and except the car parking spaces demarcated by the Developer therein and / or the open land at the said Complex
4. Boundary walls and the main gates of the said Building/Complex
5. Drainage and sewerage lines and connections;
6. All electrical connections, installations, wirings, meters and fittings (excluding only those that are installed within the exclusive area of units/flat in the proposed building/Complex and exclusively meant for its use);
7. Tube wells and their installations, if any;
8. Water pump and its installations, Pump Room Water Reservoir, Water tanks and all common installations for carriage of water (save and except those as are within any unit/flat and are for use by the occupier of such unit/flat or units/flats (exclusively) in and/or to and/or in respect of the proposed building;
9. Lift (if any) Lift well, installations, lift room and the lift machine room in the proposed building/Complex;
10. The common Security living area, if any, on the ground floor of the proposed building;
11. Such other common paths or area, equipments, installations, fittings and fixtures in or about the land comprised in the said premises and in the proposed building as are necessary for users in common.

For Sukhdham Realtors Pvt. Ltd.

*Dhruv Singh*  
Director

✓ 3/1/2018  
✓ mridul singh  
✓

For Sukhdham Realtors Pvt. Ltd.

*[Signature]*  
Director

