

भारतीय गैर न्यायिक

पचास
रुपये

₹.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

झाखण्ड

DEVELOPMENT AGREEMENT

B 981027

THIS DEVELOPMENT AGREEMENT made and entered into at Dhanbad this 1st of April 2013.



NOTARY
DHANBAD

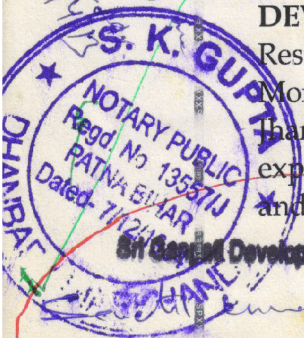
BETWEEN

Sri. **SANTOSH KUMAR KESHRI**, S/O: Late. Bishwanath Keshri by faith Hindu, by profession Business, Resident of 503, V. T. Apartment, Shastri Nagar (W), PO: Dhanbad, PS: Bank More, Sadar Sub-registry Office Dhanbad, in the District of Dhanbad, Jharkhand-826001, hereinafter referred to as "OWNER" (which term of expression shall unless excluded by or repugnant to the subject or context, be deemed to include his heirs, executors, administrators, representatives and assigns of) ONE PART.

AND

Sri. **GANPATI DEVELOPERS & BUILDERS**, a Partnership Firm having its Office at 503, V. T. Apartment, Shastri Nagar (W), PO: Dhanbad, PS: Bank More, Sadar Sub-registry Office Dhanbad, in the District of Dhanbad, Jharkhand-826001 through their Partners (1). Sri. **SANTOSH KUMAR KESHRI**, S/O: Late. Bishwanath Keshri by faith Hindu, by profession Business, Resident of 503, V. T. Apartment, Shastri Nagar (W), PO: Dhanbad, PS: Bank More, Sadar Sub-registry Office Dhanbad, in the District of Dhanbad-826001, Jharkhand. (2). **Smt. RANJU DEVI**, W/O: Sri. Santosh Kumar Keshri, by faith Hindu, by profession Business, Resident of 503, V. T. Apartment, Shastri Nagar (W), PO: Dhanbad, PS: Bank More, Sadar Sub-registry Office Dhanbad, in the District of Dhanbad, Jharkhand-826001, hereinafter referred to as "DEVELOPERS" (which term or expression shall, unless it be repugnant to the context or meaning thereof, mean and include their successors and assigns) of the OTHER PART.

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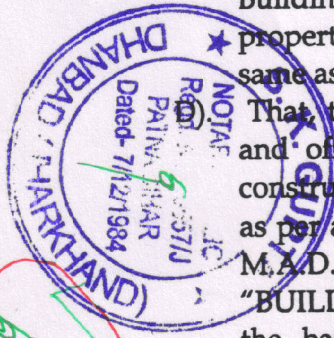
ATTESTED
Partner

Sri Ganpat Developers & Builders

NOTARY Partner

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- A). WHEREAS THE OWNER has possessed of or otherwise sufficiently entitled to the property (Land with Building) within the limit of Dhanbad Municipality situated and lying at Mouza, Saraidhela, Mouza No. 8, Khata No.: 19 & 65, Plot No.: 1520 and 1522, Area 6 1/2 Decimals of land more fully described in the schedule hereunder written (hereinafter referred as "THE SAID PROPERTY").
- B). AND WHEREAS THE OWNER covenants that the aforesaid property is in his exclusive possessions with absolute right, title and interest and the same are free from all encumbrances, debts, liens, charges and attachments and is in marketable condition and have in themselves good rightful power and absolute authority and title to transfer the whole and part of said schedule property.
- C). AND WHEREAS THE OWNER is desirous of getting a Multistoried Building Complex Developed and constructed on the said schedule property and acquires residential built-up area and car parking space in the same as consideration in exchange for the full and final value of the land. That the aforesaid developers approached the owner and has requested and offered to permit them to develop the said schedule property by construction at their own cost a Multistoried Building Complex thereupon as per approved plan of the vacant land, plans that must be sanctioned by M.A.D.A., and other concerned authorities hereinafter referred to as "BUILDING" in consideration they offered 4th Floor and 2 Parking Space in the basement floor of the building to owners or their nominees in consideration for the value of the said vacant land and then the owners will make and execute a proper Deed of Conveyance and all other necessary documents and papers to complete the title agreed to be given in respect of the said building and such conveyance shall be in favour of Developers or their nominee/ nominees being prospective buyers who may from an association of buyers or a new Co-operative Housing Society or join an existing Co-operative housing Society for the purpose of buying flat/ shop in the said building whichever is found most suitable by the Developers.
- E). Certain terms and conditions were agreed to by and between the owner and the Developers and the parties hereto are desirous of recording into writing the terms of such agreement as hereunder.



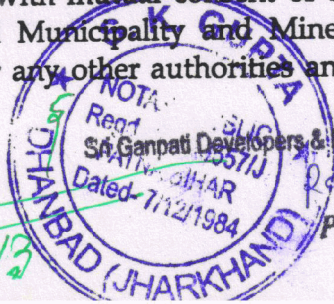
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NOW THIS DEED WITNESSETH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

The owner above named has agreed to appoint the Developers as the developers of the said Schedule Property with a right to develop at their own cost, risks, responsibility and on principal basis and not as agent of the owner by putting buildings on the said schedule property as per plan that may be submitted with mutual consent of both the parties and be sanctioned by Dhanbad Municipality and Mineral Area Development Authority (M.A.D.A.) or any other authorities and as per the terms and

ATTESTED
 Sri Ganpati Developers & Builders
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Partner

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(M.A.D.A.) or any other authorities and as per the terms and conditions that may be imposed by the concerned authorities. The developers have agreed for the development of the said schedule properties as stated herein above. Herein after, the vacant land to be developed will mean the scheduled property fully mentioned and described in schedule shown, marked and delineated in red color in the map annexed hereto forming part of this deed.

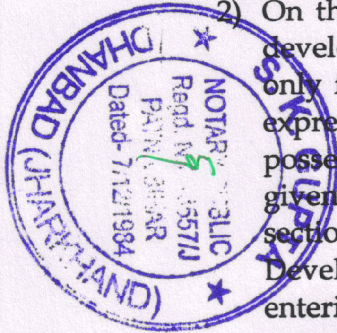
2) On the execution of this agreement, the owner shall grant to the developers license to enter upon the said property as a licensee only for enabling them to develop the said property. It is hereby expressly agreed by and between the parties hereto that the possession of the said property is not being given or intended to be given to the developers in part performance as contemplated by section 53A of the transfer of property Act 1882. the Owner and the Developers hereby confirm that by virtue of the developers entering upon the said property as Licensee, the same does not amount to take up possession of the property and develop the same shall become formal possession of the property in favour of the developers only after the completion of 4th Floor and 2 (Two) Parking Space in the Basement Floor by the developers.

3) The developers shall proceed expeditiously with site development, preparation of building, plans on the said vacant landed property. It is expected that about 9645 sq. ft., of Residential Flats & 1928 sq. ft., of Parking Space (more or less) will be constructed over the said vacant land of the owners.

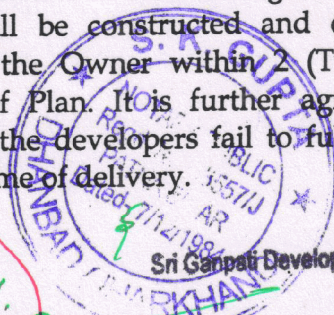
4) As consideration of the value of the said construction in the schedule vacant land, the Owner has to transfer ALL FLATS except 4th floor and 2 (Two) Parking Space at Basement Floor to developers or their nominee or nominees out of the total new construction flats in the said vacant land with undivided proportionate land and common construction.

5) That, it shall be the duty of the Developers and/ or his transferees to maintain the building, grounds and other common facilities available to the developers or their buyers and charges for the maintenance of the building and the common facilities shall be payable by the owner in respect of the owner portion at the rate on which the same shall be payable by the developers or their buyers on pro-rata basis.

6) That, the portion of the building which has to be delivered to the Owner shall be constructed and delivered complete in every respect to the Owner within 2 (Two) years from the date of approval of Plan. It is further agreed that, if for any reason whatsoever the developers fail to fulfill the above stipulations as regard to time of delivery.



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DHANBAND
Identified by me
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Sri Ganpati Developers & Builders

Sri Ganpati Developers & Builders

Santa in
Partner

Rangju devi
Partner

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DHANBAND

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7) It is hereby expressly, irrevocably and irretrievably agreed and declared by the Owner that the deliver of possession of 4th Floor of the said building and 2 Parking Space at Basement Floor respectively by the developers to the owner in the manner provided in the preceding clause shall be the full consideration as mentioned in this agreement or to be mentioned in the Conveyance Deed later on.

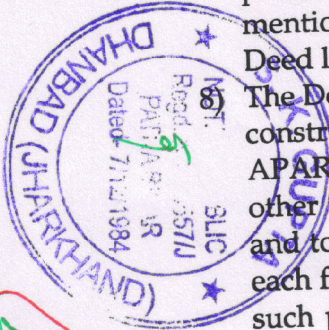
The Developer shall be entitled to develop the said Vacant Land by construction thereon One Building viz. DREAM VILLA APARTMENT, Constructing of Flats and Car Parking Spaces and other tenements in accordance with the building (approved) plans and to sale in the tenements proportionate to their share of Flats in each floor in the building to be constructed on the said premises to such part or portion as the developers in their discretion think fit and to receive and realize the advances in respect of the sale of such tenements, flats and parking spaces and to transfer 4th Floor and 2 Parking Space of total Built-up Area to the Owner as and when developed, the said property or part or parts thereof from time to time.

9) The Stamp Duty, Registration Charges and all other out of Pocket Expenses of this agreement and the conveyance shall be borne and paid equally. Each party shall bear and pay their respective advocates and solicitor's costs.

10) That, the developers shall act as an Independent Developer in construction, the said building over the scheduled property being vacant land and shall keep the Owner indemnified from and against all Third Party Claims arising out of any act or commission against the development in or relating to the construction of the said building.

THE OWNER HEREBY AUTHORIES THE DEVELOPERS TO DO, IF REQUIRED, ALL ACTS, DEEDS, MATTERS, THINGS AND IN PARTICULARS SUBJECT TO OTHER PROVISIONS OF THIS AGREEMENT.

- A. To have the plans of the proposed building to be constructed on the said vacant land prepared/ amended in accordance with rules and regulations of the concerned authorities in consultations with the owners and to submit the said plans to the concerned authorities with the application for the approval and sanction and to do and sign all writings and undertakings as may be necessary in connection with the approval and sanction of such plan.
- B. To appoint architects, surveyors, engineers and contractors and other person and persons.



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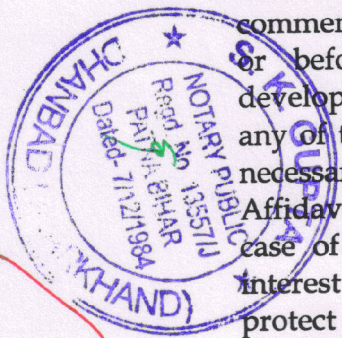


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Smt. ...
Partner
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Sri Ganpati Developers & Builders
Ranjita Devi
Partner
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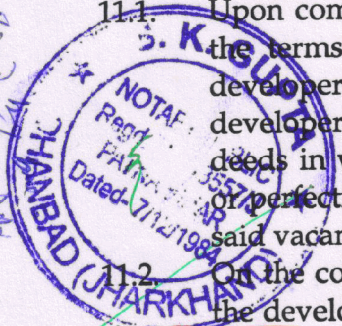
- C. To make applications to the concerned authorities for obtaining electrical connections and permit or permits or quota or quotas for Cement, Steel and other controlling building materials.
- D. To accept service of any writ, summons or other legal process or notice and to appear and represent the Owner in any court or before any Magistrate, Judicial Tribunal and other tribunals in connection with the development of said property and to commence or File Suits, Actions or other proceeding in any court or before any Public Officer or Tribunal relating to the development of the said property or part or parts thereof and for any of the purposes aforesaid to sign, execute and deliver or file necessary Vakalatnama, Claim. Plaints, Orders, Applications, Affidavits, Petitions and other documents, Papers and writings. In case of any legal proceedings in any court of law against the interest of the Owner, the developers will take all measures to protect the title, interest and right of the owner and cost will be born equally (i.e.,50% by the Owner and 50% by the Developers) and reasonable advice of the Owner in this regard shall be obtained by the developers at all times.
- E. To enter into agreements to sale Flats, Shops and Parking Spaces and Tenements in the aforesaid building to the purchasers except the Owner's Area i.e., 4th Floor and 2 Parking Space at Basement floor.
- F. To give on Ownership basis or other basis, the said property and the Flats/ Tenements etc., in the building to be constructed on the said land and to receive and appropriate to their own account, the Sale Price in respect thereof.
- G. And generally to do all acts deeds and things for developing the said property.



07-04-13
Smt. K. Keshri
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11. Whenever required by the developers, the Owner will join us under and or the conforming part in any person or persons who desire to acquire flats or portions in the building on ownership basis. All amounts receivable under such agreement for flats/ car parking shall be received by the developers for their own use.



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Smt. K. Keshri
NOTARY
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11.1 Upon completion of the development work or before and subject to the terms and conditions contained herein as may be desired by developers, the Owner shall make and execute in favour o the developers or their nominee/s a proper conveyance or such other deeds in writing as the developers may deem necessary for assuring or perfecting the title of the developers and/ or their nominees to the said vacant land and property.

11.2 On the completion of the said building, the Owner, if so required by the developers, shall execute or join in the execution of all documents

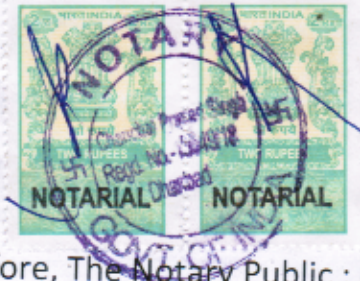
Sri Ganpati Developers & Builders

Sri Ganpati Developers & Builders

Smt. K. Keshri
Partner
NOTARY
DHANBAD

Ranjana Devi
Partner

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NOTARY
DHANBAD

Before, The Notary Public : Dhanbad

Affidavit

I, SANTOSH KR. KESHRI S/O BISHWANATH KESHRI D.O.B. 22-08-1969 BY FAITH Hindu, by occupation – Business, resident of V.T. Apartment, Flat no. 503, Shastri Nagar(west), Dhanbad, Aadhar no. – 812186310815, Pan no. – ADWPK4912C do hereby solemnly affirm on oath and declare as under :-

1. That, declare that my moveable & immovable properties area follows :-
 Movable assets - Rs. 900000.00
 Immovable assets- Rs. 4900000.00
 Total Assets - Rs 5800000.00
2. That, the above statements made above area true the best my knowledge and belief.
3. That, I am swearing this affidavit to submit before the authority concerned for needful.

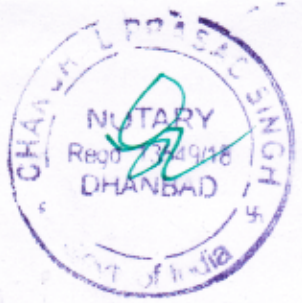
SL No 06 Date 13 NOV 2019

Santosh Kumar Keshri

Verification

Solemnly affirmed before me
By the deponent who is duly
Identified by sri. *N.P. Saini*
Advocate, Dhanbad

The statements made above are true
and correct to the best of my
knowledge and belief on 13.11.19



CP 13/11/19
NOTARY
DHANBAD

Authorised
J/S 297 (I) (C) of the Cr.P.C. 1973
Act No 11 of 1974) & urs. 3-0
Act No 53 of 1952

N. P. Saini
13.11.19

भारतीय गैर न्यायिक

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08 FEB 2013

Date

SL NO.

झारखण्ड JHARKHAND

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DHANBAD

DEED OF PARTNERSHIP

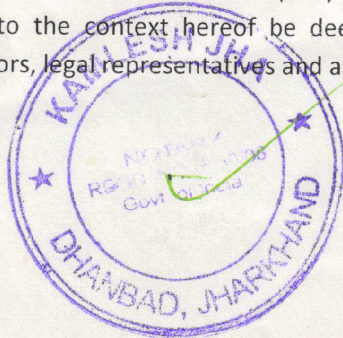
THIS DEED of Partnership is executed on 8th day of February'2013 between

Santosh Kumar Keshri
08/2/13

Ranjy Devi
8/2/13

1. SRI SANTOSH KUMAR KESHRI , S/O LATE BISHWANATH KESHRI , Residing at Flat no. 503,V.T. Apartment, Shastri Nagar west , Dhobatand P.O. + Dist. Dhanbad (Jharkhand) hereinafter called and referred to as the 1st party (Which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heir, executors, administrators, legal representatives and assigns) of the FIRST PART and
2. SMT RANJU DEVI , W/O SRI SANTOSH KUMAR KESHRI , Residing at Flat no. 503,V.T. Apartment, Shastri Nagar west , Dhobatand P.O. + Dist. Dhanbad (Jharkhand) hereinafter called and referred to as the 2nd party (Which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heir, executors, administrators, legal representatives and assigns) of the SECOND PART and

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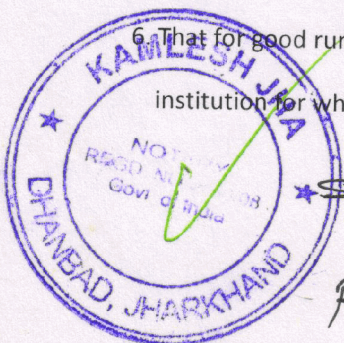
WHEREAS both the parties hereto are going to start the business of Development of site for Building construction etc. & other allied business at present at Steel Gate, Saraidhela, Dhanbad (Jharkhand) and in future on other site also in the name of SRI GANPATI DEVELOPERS AND BUILDERS Main office at FLAT NO. 503, V.T.APARTMENT,SHASTRI NAGAR WEST , DHOBATAND,DHANBAD

WHEREAS the partners of the deed has decided to continue the business on the Terms and condition mentioned in this Deed in order to avoid future disputes and dissention for various good causes

NOW THIS DEED WITNESSETS as FOLLOWS:

- 1 THAT this business of partnership shall be carried on under the name and style of SRI GANPATI DEVELOPERS AND BUILDERS and the business in such name or names may be carried on as the partners may agree from time to time
- 2 That the regd. office of business shall be situated at Flat no. 503, V.T. Apartment Shastri Nagar west, Dhobatand, Dist: Dhanbad -826001 and or such place or place as the partners shall from time to time agree upon mutually
- 3 That the partnership shall commence on and from 08.02.2013 and shall Continue unless determined by all the partners on mutual understanding
- 4 That the object of the partnership firm is to carry on a business of Development of site for Building construction and other allied business as the Partner shall mutually agree upon
- 5 That the initial capital required for the purposes of partnership business be Contributed by the partners as agreed between than if any partners from their Own resources or the same may be taken as loan from outside such capital shall Carry interest @ 12% per annum and such Interest shall be calculated and credited to the account of the each Partner at the close of the accounting year. However, in case of debit in the accounts of partners interest shall be charged at similar rate.
- 6 That for good running of the business the firm may take loan from banks or any financial institution for which both the partners shall be liable and responsible for servicing of such loan.

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*Sant kumar keshri
08/2/13

Renu devi
8/2/13

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7. That the Partners shall open Bank Account (S) in the name of the firm and all bank accounts shall be operated by signature of either of the partners .

8. That each partner may draw out an amount from the partnership business on account of his share profit such sum per month as may be reasonably required by him for personal expenses but if on taking the Annual General account , the drawing of such partner shall result in debit balance he shall forthwith refund the excess.

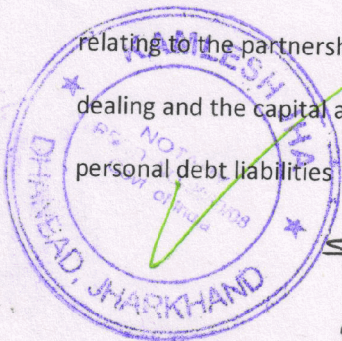
9. That both partner is working partners. Both partners are actively engaged in attending , managing and supervising the business of the firm. Remuneration in consideration of his acting as working Partners shall be calculated at the close of the year @ Rs.15000/- p.m. to each partner w. e. f 08.02.2013

10. That the Profits and Losses of the partnership shall be divided between and borne by all the Partners in the following ratio.

| | |
|----------------------|-----|
| SANTOSH KUMAR KESHRI | 50% |
| RANJU DEVI | 50% |

11. That all necessary and proper Books of Accounts shall be maintained by the Partners and be kept in Registered office of business of the firm and on the last Day of financial year i.e. on 31st March of each English Calendar Month., General Account shall be taken of all the Assets & Liabilities and of the Profits and Losses of the partnership (including therein the Profits and Losses earned or incurred but not actually received or paid) for the preceding year and shall be conclusive and final between the partners as, to the matters stated therein unless some manifest error shall be discovered within three months thereof in which event such error shall be rectified.

12. That both Partners shall –(a) devoted such time and attention to the partnership business , as may be required for the purposes and (b) be just and faithful to the other partner in all transactions relating to the partnership business and at all times give to the other true account of all such dealing and the capital and properties of the Partnership Firm shall in no way liable for any personal debt liabilities or dues payable for other business of any partner.

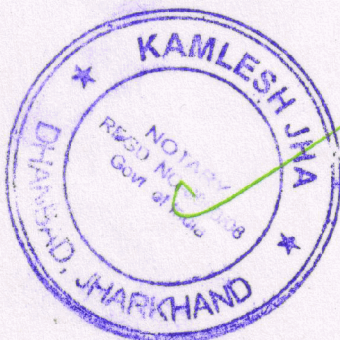


Santosh K. Keshri
08/2/13
Ranju Devi
8/2/13

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13. That no Partner shall without the consent of other-
- a) forgive the whole or any part of any debt or sum due to the partnership,
 - b) Except in the ordinary course of trade, dispute by loan, pledge, sale or otherwise or any part of the partnership property.
 - c) become bail guarantor or surety for any person or do or knowingly suffer anything whereby the Partnership property may be endangered, but may assign his interest in the partnership
14. That each of the Partners shall be liable to pay his share of Income Tax and the taxes assessed against the firm shall be paid on behalf of the firm and shall be treated as establishment expenses of the Partnership.
15. That the partnership shall not be dissolved except on mutual understanding on mutual understanding of both the Partners but any Partners may retire from the partnership business, for which the retiring Partners shall serve a written notice of at least two months before to the continuing Partner, and on expiry of notice period, the continuing Partner shall be entitled to carry on the business of firm as the Sole proprietor or by taking new parties as partners thereof as he shall think fit and proper at his own absolute discretion provided that the dues of the retiring Partner must be paid to the retiring Partner by the continuing Partners.
16. The death of partner shall not determine the partnership. The partnership business shall continue with the legal heirs of deceased partner.
17. That all legal matter in connection with the Partnership or this deed shall be subject to exclusive jurisdiction of court in Dhanbad only.
18. That any other matter not hereinbefore set out shall be governed under the Indian Partnership Act as amended from time to time.

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Santa Kum Keshri
08/2/13
Rajyul Devi
8/2/13

19. That the terms of the Partnership may be altered, varied, rescinded modified and or added to by mutual consent of partners hereof in writing.

IN WITNESS WHEREOF the partners have hereunto set and subscribed their respective hands on the day, month and year first above written.

IN WITNESSETH THEREOF

1. Sarjok/ke
8/2/13

2. Subhan Jagan
08/02/13

A.K.B.
A.S.
2-13

SIGNATURE OF THE FIRST PARTY

Sarjok/ke
08/2/13

SIGNATURE OF THE SECOND PARTY

Ranjy devi
8/2/13



[Signature]
NOTARY
DHANBAD
Authorised
U/s 297 (i) (c) of the Cr PC 1973
Act No 11 of 1974 & u/s (i)
of the notaries Act 1952
Act No 53 of 1952

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

SRI GANPATI DEVELOPERS AND
BUILDERS

08/02/2013

Permanent Account Number

ACHFS0642P



Signature