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INDIA NON JUDICIAL Government of Jharkhand

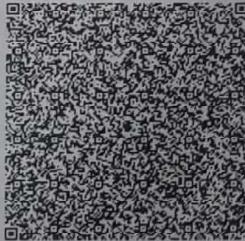
e-Stamp

Certificate No.	: IN-JH06325301051890P
Certificate Issued Date	: 30-Jun-2017 11:23 AM
Account Reference	: SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB
Unique Doc. Reference	: SUBIN-JHJHSHCIL0109074968384825P
Purchased by	: PRAKASHKUMAR AGARWAL
Description of Document	: Article 5 Agreement or memorandum of an Agreement
Property Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SHREE BALAJEE MULTI CONSTRUCTION PVT LTD
Second Party	: SHREE BALAJEE MULTI BUILDERS PVT LTD
Stamp Duty Paid By	: SHREE BALAJEE MULTI CONSTRUCTION PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



03 JUL 2017

S.No. 34 Date



Ram Prasad Mahato
NOTARY
DHANBAD

.....Please write or type below this line.....

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

Pravin Agarwal

DIRECTOR

SHREE BALAJEE MULTI CONSTRUCTION (P) LIMITED

Prakash Kumar Agarwal

DIRECTOR



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DEVELOPMENT AGREEMENT BETWEEN OWNERS
& DEVELOPER/PRPOMOTER

THIS MEMORANDUM OF AGREEMENT made this the 3rd day of July 2017
BY AND BETWEEN:

Sri Shree Balajee Multi Bulders (P) Ltd. having its office at Shree Ram Plaza, Bank More Dhanbad (Jharkhand) ,represent through its director namely Pravin Agarwal S/o Sri Jagdish Prasad Agarwal , here-in-after called and referred to as the **LANDLORD** (which expression shall unless excluded by or repugnant to the context be deeded to include their heirs, executors, successors, representative, administrators and assigns of the FIRST PART;

AND

MESSERS Shree Balajee Multi Construction (P) Ltd., having its office in Dhanbad at 3rd floor, Room No. 332, Sri Ram Plaza, Bankmore, Dhanbad, represented through its Director **Prakash Kumar Agarwal** son of **Jagdish Prasad Agarwal** hereinafter called the **DEVELOPER/ PROMOTER** (Which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, representatives, successors in office and assigns) of the OTHER PART.



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Pravin Agarwal

DIRECTOR

SHREE BALAJEE MULTI CONSTRUCTION (P) LIMITED

Prakash Kumar Agarwal

DIRECTOR

WHEREAS the Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to having in peaceful possession and free from all encumbrances of ALL That pieces and parcels of land measuring 16.5 dec. under Khata no. 74 & 122 plot no. 1312,1315,1316,1317 & 1318, with in Mouza-Kolakusma , Mouza no. 12, District of Dhanbad , Jharkhand, more fully described in the schedule "A" mentioned here - in - under.

AND WHEREAS the owner due to paucity of fund have decided to develop the scheduled land by constructing a multi-storied building thereon and were in search of a good experienced and financial capable developer who could do the needful construction on their property.

AND WHEREAS the Developer/Promoter herein being and experienced and financial capable developer approached the owners to enter into an agreement for developing the abovementioned properties with a formulated scheme and the owners have accepted and accorded their consent regarding development of their property jointly.

AND WHEREAS being desirous of recording in writing the terms and conditions, agreements and stipulations for the said development and/or construction of multi-storied building consisting of number of flats upon the said property the parties hereto have agreed to execute these presents.

NOW BY THIS AGREEMENT it is hereby agreed and declared by and between the parties, herein as follows:-

1. This agreement shall be deemed to have commenced with effect from the date of execution and signing of these presents.
2. That the owners agreed to allow the promoter to develop and the promoter agreed to develop upon the said plots of land, fully described in Schedule "A" here - in - under, by construction a multi- storied building thereon according to the sanctioned plan as approved by the M.A.D.A. (Mining Area Development authority)
3. Unless the context Otherwise require the following expression shall have the meaning herein assigned to them.



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Pravin Agasth

DIRECTOR

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- a) Developer: The developer shall mean the above named developer known as M/S Shree Balajee Multi Construction (P) Ltd. and its representative-in-office.
- b) Project: The project means and includes obtaining actual possession after demolition of existing structure, if any, comprised in the said property, development and construction, of a new building thereon according to the sanctioned building plan.
- c) Apparent considerations: This is consideration of the owner's agreement/consent to allow the developer/party of the Second part to construct the building over the land at their own cost. It is hereby agreed that-

i) The owner will be entitled to constructed area of 38% Out of total constructed area of their own land ratio.

ii) Whereas the owner will not get possession of constructed area, as full and final consideration of the abovementioned constructed area within the proposed building. the said amount will be paid by the developer to the land-owner within a period of 36 (Thirty Six) month from the execution of these presents. The developer shall have exclusive right to transfer the entire property and the owner shall have no-objection in this regard.

4. The name of the building(s) shall be "HANUMAN VATIKA Apartment.
5. Simultaneously with the execution of this agreement the owners shall deliver to the promoter the entire vacant possession of the land fully mentioned in the Schedules hereunder, written.
6. That the owner shall deliver to the Developers/Promoters and or his solicitor on accountable receipt, all the Xerox copies of title deeds, documents and papers relating to the said premises for the purpose of investigation of the title of the land. The owner declare here with that the property is free from all encumbrances, attachments or liens etc.
7. That the Developer/Promoter shall be entitled to survey the land described in Schedules and to prepare building plan and architectural designs for the intended construction of flats and to submit the same

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

Bhair Aggarwal

DIRECTOR



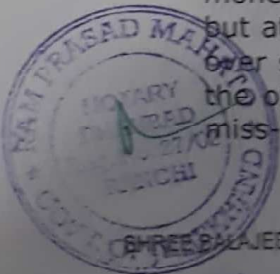
SHREE BALAJEE MULTI CONSTRUCTION (P) LIMITED

Prakash K. Aze

DIRECTOR

and get it sanctioned from the M.A.D.A. in the name of the owners and to publish and exhibit authorities or any other person or persons or in the newspapers as may be required for the completion of the project.

8. That simultaneously with the execution of this agreement, the owners shall allow the developer/Promoter entry to the said land for the purpose of development/Construction of floor or floors and the Developer/Promoter shall at its own costs, cause Shall caused the same to be duly sanctioned by the M.A.D.A. The promoters agree to sign and endorse all building plans and required for the purpose of applying to the M.A.D.A for sanctioning of the building plan. All costs and incidentals to the preparations and sanction of the building plan will be borne by the Developer/Promoter.
9. That the Developer/Promoter shall be entitled to construct the residential flats according to the plan and design as approved and/or sanctioned by the M.A.D.A. keeping compliance with all the local laws & local working frame and also with the approval of the owners, the building shall have to be liable to be constructed as per sanction plan. The owners, from the date of this agreement, shall not be liable to any loss, by whatever means, caused to the developer.
10. That the costs & expenses to be incurred for the construction of the proposed building shall be borne by the Developer/Promoter.
11. That the Developer/Promoter shall be at liberty to negotiate for sale of the flats and entire constructed portion of portions of the proposed building to be constructed upon the said property with the prospective buyer or buyers without the previous approval of the owner.
12. That the Developer, for the purpose of raising the said construction, shall have absolute right to enter into any agreement for sale of flats and apartment, garage shop etc. with proportionate share of land underneath and the, Developer shall be entitled to receive the earnest money from the intending purchasers together with n advance thereof but at all material times the owners herein will have no right and share over such advances and will not be entitled to any portions thereof. On the other hand, the owners cannot be held responsible in any case for miss-appropriation of any money thus collected by the developer.



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Ravin Agast

DIRECTOR

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Prakash K. Agast

DIRECTOR

13. That both the owners and the Developer/promoter shall have no power to terminate this agreement within the stipulated period mentioned hereinabove the owners and the developer have entered into this agreement purely as a contract to develop the said property and under no circumstances this shall be treated as partnership as between the parties.
14. That the Developer/promoter shall at his own costs and expenses engage engineers, masons, coolies, Guards.etc. and shall keep trade stocks, building materials etc. at the site and thereafter inside the proposed building in course of construction at his own care and risks. The owners shall not in any way interfere, obstruct, withhold or in anyway interfere with the construction of the said building. The owner do hereby authorized the promoter to do all acts, deeds, and things matters etc. for the purpose of and relating to the construction of the said building in the said land at the costs, charges and expenses of the promoter and shall grant such or other power or powers of authorities as may reasonably be required by the promoter.
15. It is hereby agreed that the owners shall not enter into any agreement or transfer or assign or encumber or deal with the said plot of lands with any third party, so long this agreement is in force and shall duly convey, sign and transfer the proposed flats, shop and all other constructed portions to any other person or persons nominated by the developer, if required.
16. It is hereby agreed that the owners shall render all assistance and facilities for the construction of the proposed building and shall not create any impediment or obstruction to the promoter in any manner whatsoever so long it is done as per the agreement.
17. The developer shall indemnify or keep indemnified the owners from/against all third party claims and actions arising out of any sort of act of commission or omission or the developer in relation to the construction and shall solely liable for the quality of materials, proportion of mortars to be used for construction, the ownership, technicalities etc for any construction defects either technicalities workmanship and/or inferior quality of materials, the developer shall be solely liable and responsible for payment of all damages and compensation to all concerned.



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Pravin Agrewal

DIRECTOR

18. All disputes and differences relating to or arising out of this agreement or with regard to the interpretation of this Agreement or otherwise connected therewith shall be referred to the Arbitrator for arbitration in accordance Act. The said arbitrator shall have the right to proceed summarily and to make interim award which shall be binding on the parties hereto. Any type of dispute in connection with this agreement shall be within the jurisdiction of court at Dhanbad, Jharkhand.
19. The developer shall be authorized in the name of owners in so far as is necessary to apply for and obtain temporary and permanent connection of water, drainage, Sewerage, Telephone, Electricity and/or any other facilities required for the construction or enjoyment of the proposed building.
20. The owner has already executed a General Power of Attorney No. IV-127- Dated 15.02.2014, registered at Sub-Registry Office, P.o. govindpur dist. Dhanbad and thereby appointed his legal attorney to Prakash Kumar Agarwal, director of the Developer firm containing all relevant clauses to effectually implement the said project including provision to execute, transfer and register the document/s relating to transfer of property to intended buyers.
21. The developer shall demolish the existing structure at his cost and responsibilities if required and the materials obtained upon demolition shall become the property of the Developer and the developer shall have right to sell away the same.

SCHEDULE-A

ALL THAT piece and parcel of Homestead land measuring 16.5 dec. under khata no.74 & 122 ,plot No.1312,1315,1316,1317 & 1318, within mouza kolakusma, in district of Dhanbad, Jharkhand vide regd. Deed no. 9683 & 13592 butted and bounded as follows:-

ON THE NORTH BY : Part of plot No.-32,33 & 34 (Part)
ON THE SOUTH BY : Part of plot No.-1312

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Pravin Agarwal

DIRECTOR

SHREE BALAJEE MULTI CONSTRUCTION (P) LIMITED

Prakash Kumar Agarwal

DIRECTOR

ON THE EAST BY : Lot No.- 39 & 40 (Part)

ON THE WEST BY : 20'-0" Wide Road

IN WITNESS WHEREOF the owners set and subscribe their respective hand the day, month & year first above written.

Signed, sealed and delivered in the presence of :

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

1.

Pravin Agrewal

DIRECTOR

(For M/s Shree Balajee Multi Builder (P) Ltd.
the Land owner)

SHREE BALAJEE MULTI CONSTRUCTION (P) LIMITED

2.

Prakash Kumar

DIRECTOR

(For M/s Shree Balajee Multi Construction
(P) Ltd. the Developer)



HP
03.07.17
NOTARY
DHANBAD

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