

# INDIA NON JUDICIAL Government of Jharkhand

### e-Stamp

#### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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26-Jul-2018 02:59 PM

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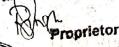
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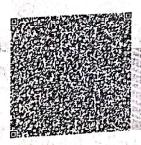
5 Agreement or memorandum of an Agreeme

PARMAR ENTERPRISES
JOBA PAUL AND BABLI RANI PAUL

PARMAR ENTERPRISES

# PARMAN ENTERPRISES







## DEVELOPMENT AGREEMENT

\_\_day of July, 2018 BY AND BETWEEN 1. Smt. Joba Paul wife of Sri Somen Kumar Paul This agreement made this 30 and 2.Smt Babli Rani Paul wife of Sri Amal Kumar Paul, both of them by faith Hindu, by caste Subarna Banik (Sonar), by occupation: House wife, Resident of Nawadih, P.O. "B" - Polytechnic, P.S. and District - Dhanbad. Hereinafter called and eleged to as the OWNER (which expression shall unless excluded by or repugnant to the period be administrators, executors assigns etc) of the FIRST PART.

Joba Paul

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#### AND

M/s Parmar Enterprises, Proprietor Sri Randhir Singh son of Sri B.N. Singh, by faith Hindu, by caste Rajput, by occupation Business, resident of Parmar House, Baromuri, P.O. "B" Polytechnic P.S. and District- Dhanbad. Hereinafter called and referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, successors, administrators, executors, assigns etc) of the SECOND PART.

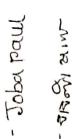
AND WHEREAS the land morefully described in Item No. I of schedule A below alongwith other land acquired by Babulal Paul son of Late Gopi Nath Paul by virtue of purchase by registered sale deed No. 1808 dated 02/05/1939.

AND WHEREAS aforesaid Babulal Paul while thus in peaceful possession of land purchased by him and morefully described in Item No. I of schedule A below alongwith other land by aforesaid deed died leaving behind his three sons namely Golak Bihari Paul, Baidyanath Paul and Jyotindra Nath Paul as his heirs and successors who after the death of their father jointly inherited the same by virtue of inheritance and succession and became the owners of the said land and enjoying the same peacefully by exercising their diverse acts of ownership and possession.

AND WHEREAS Golak Bihari Paul died leaving behind his two sons namely Karunamoy Paul and Arun Kumar Paul as his heirs and successors who after the death of their father became the owners of the land to the extent of the share of their father by virtue of inheritance and succession and enjoying the same peacefully by exercising diverse acts of ownership

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possession.



AND WHEREAS Baidyanath Paul died leaving his two sons namely Prabhat Kumar Paul and Nikhil Kumar Paul as his heirs and successors who after the death of their father became the owners of the land to the extent of the share of their father by virtue of inheritance and succession and enjoying the same peacefully by exercising diverse acts of ownership and possession.

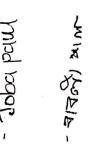
AND WHEREAS Jyotindra Nath Paul died leaving behind his three sons namely Shyamal Kumar Paul, Amal Kumar Paul and Somen Kumar Paul as his heirs and successors who after the death of their father became the owners of the land to the extent of the share of their father by virtue of inheritance and succession and enjoying the same peacefully by exercising diverse acts of ownership and possession.

AND WHEREAS the sons of Golak Bihari Paul and Baidyanath Paul and Jyotindra Nath Paul, enrolled their name in the Register –II Volume –1 at page 35 in the Circle Office, Dhanbad.

AND WHEREAS the said, Karunamoy Paul, Arun Kumar Paul, Prabhat Kumar Paul, Nikhil Kumar Paul, Shyamal Kumar Paul, Amal Kumar Paul and Somen Kumar Paul amicably partitioned the land morefully described in Item No. I of Schedule A alongwith other land left by their predecessors for their better enjoyment in which the land morefully described in Item No. I of Schedule A below fell in the exclusive share of Amal Kumar Paul and Somen Kumar Paul.

AND WHEREAS the land morefully described in Item No. II of Schedule AND with purchased by Amal Kumar Paul and Somen Kumar Paul by virtue of registered sale deed No. 6594 dated 25/09/2012 from Alok

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Mandal, registere at Registry Office Dhanbad and is entered in Book No. 1, Volume No. 215 at page 459 to 480 for the year 2012.

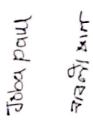
AND WHEREAS Amal Kumar Paul and Somen Kumar Paul after purchasing the land morefully described in Item No. II of schedule A below in the manner stated here-in-above, applied for mutation of their name vide Mutation case No. 211(1) 2013-14 which was allowed and Thoka No 1905 created in their name and accordingly they paid rent to the state. The said Amal Kumar Paul and Somen Kumar Paul also enrolled their name in circle Office, Dhanbad in Register –II, Volume No. 2 at Page 218.

AND WHEREAS the said Amal Kumar Paul and Somen Kumar Paul are in peaceful and undisturbed possession of the land morefully described in Item No. I and II of schedule A in the manner stated here-in-above by exercising their diverse acts of ownership and possession and also by paying rent to the state for the same under Thoka No. 109 and 1905 respectively amicably partition the same.

AND WHEREAS in the said amicable partition the land morefully described in Item No. I of Schedule B below fell in the exclusive share of Amal Kumar Paul and the land morefully described in Item No. II of Schedule B fell in the exclusive share of Somen Kumar Paul and accordingly they are possessing the same having no concern with the land of each other.

AND WHEREAS the said Amal Kumar Paul while thus in peaceful possession of the land morefully described in Item No. I of Schedule B

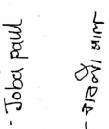
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below gifted the same to his wife Smt. Babli Rani Paul by registered deed of Gift being Gift Deed No. 3695 dated 6/6/2018 (Registered on 7/6/2018) registered at Sadar Sub Registry Office, Dhanbad and is entered in Book No. 1, Volume No. 297 at page 1 to 42 for the year 2018 and delivered possession of the gifted land to the donee (Smt. Babli Rani Paul) who has taken the possession by accepting the gift.

AND WHEREAS the said Somen Kumar Paul while thus in peaceful possession of the land morefully described in Item No. II of Schedule B below gifted the same to his wife Smt. Joba Paul by registered deed of Gift being Gift Deed No. 3694 dated 6/6/2018 (Registered on 7/6/2018) registered at Sadar Sub Registry Office, Dhanbad and is entered in Book No. 1, Volume No. 296 at page 595 to 636 for the year 2018 and delivered possession of the gifted land to the donee (Smt. Joba Paul) who has taken the possession by accepting the gift.

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AND WHEREAS the "OWNERS" above named while thus in peaceful possession of the land morefully described in Item No. I and II of Schedule "B" below, recently approached the "DEVELOPER" above named and expressed their willingness to get the Schedule "B" land/property developed by constructing multistoried building complex comprising of residential flats, commercial shops etc constructed thereon and the "DEVELOPER" agreed to get develop the said property subject to the standard terms, conditions and covenants prevalent in the trade.

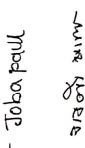
AND WHEREAS following negotiations the "DEVELOPER" and the "OWNERS", whereby the Developer had agreed to develop and the Owners have agreed to get developed Schedule "B" land/property vide this agreement by getting multi storied building complex comprising of residential flats, commercial shops etc constructed thereon for the consideration and on the terms and conditions mentioned in this agreement.

AND WHEREAS the "DEVELOPER" shall get requisite building Plan sanctioned by Mineral Area Development Authority (MADA)/Dhanbad Nagar Nigam of schedule "B" land for development.

#### NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

That, the land is free from all encumbrances and the Owners have perfect
marketable title in the schedule land and if any defect and encumbrances
is detected the Owners shall keep the Developer indemnified against all
such losses.







- 2. That, owners have delivered the vacant possession of the schedule "B" land to the developer for development thereof in terms of this agreement.
- 3. That, the developer shall develop Schedule "B" land by constructing a multi storied building thereon as the building plan to be sanctioned by MADA/Dhanbad Nagar Nigam.
- 4. That, the entire cost of construction of a multistoried building or apartment on Schedule "B" with all costs incidental thereto getting the said land ready for such construction, getting building plan prepared and sanctioned by MADA/Dhanbad Nagar Nigam etc shall be borne by the Developer.
- 5. That, The Owners have agreed:
  - i) To execute a General Power of Attorney in favour of the Developer for construction of New Building on the said land and also for selling/ transferring/ disposing of the Developer's portions of the New Building including proportionate share in the said land to intending buyers.
  - ii) To make payment of the municipal rates taxes and others outgoings including electricity charges payable in respect of the said land upto the date of handing over the vacant possession of the said land to the Developer.
  - iii) To co-operate and/or assist the Developer in undertaking the work of the development and/or construction of the New Building in accordance with the Plan.
  - iv) To empower the Developer by means of aforementioned Power Of Attorney to sell/ lease/ dispose of flats etc of the developers allocation to the intending buyers by executing sale deed in favour

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of those buyers and presenting such sale deeds before Sub-Registrar Dhanbad for registration thereof and receiving the sale considerations from the buyers.

- v) To do all other acts deeds and things as may be necessary and/or required from time to time.
- vi) To sign and execute from time to time plans application for layouts, subdivision, construction of the building and other application necessary to be submitted to the authorities concerned at the request of the developer.
- vii) That, the Owners shall deliver all title deeds, mutation order, rent receipts and other relevant documents relating to Schedule "B" land to the **Developer** which may be required for the various purposes.
- 6. That, the development of the said land and construction of multistoried building thereon would be according to plan to be sanctioned/approved and subject to such sanction/approval according to the specifications and particulars given therein.
- 7. That, if any changes of any kind in the construction and furnishing of the said flats of the owners, if desired by them then that will have to be done at their cost and resources. The developer will not be responsible for undertaking any such kind of work.
- 8. That, all the flat owners will have equitable rights, interests and title over the common areas such as passage, terrace, staircase, generator room etc. Common area morefully described in schedule C below.

9. That, the owners shall not be liable for any actions fines, penalties or cost and expenses for any violation of any statutory provision in relation to the said development and construction by the developer.

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That, the developer will be at liberty to generate funds by advertisement/

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- selling/booking/mortgaging of flats of his share of the proposed That, the owners shall not object to any construction or laying of sewerage, drainage, water pipes, cables or other provision made in accordance with the law and scheme of construction of the said multistoried building. apartment. 15
- That, the land owners will co-operate in any means of legal and Any delay by local administration will be borne by both land owners and administrative matters for speedy construction of the said development. the developer. 13.
- the Schedule "B" land of this agreement and that will be the sole That, the owners will not be held liable and responsible for any payments workers and staff employed by the developer and to any government agencies or any local bodies in respect to the proposed construction over during the construction period to be made whatsoever to the laborers, responsibility of the developer. 14
- That, the OWNER'S ALLOCATION shall mean all that the 32% of the constructed area in each floor and 32% out of the total numbers of car parking available of the total Area including the proportionate share in the common facilities and amenities of the New Building, as certified by the Architect. 5
  - the constructed area in each floor and 68% out of the total numbers of car parking available of the total Area including the proportionale share in the common facilities and amenities of the New Building, as certified by the That, the DEVELOPER'S ALLOCATION shall mean all that the 68% of PARMAR ENTERPRISES 16.

That, the land owners hereby declares that the Schedule "B" property is free from all encumbrances, debts, lien, charges etc. and the land owners have absolute marketable title over the Schedule "B" land of this agreement and have no legal case suit or suits pending before any court of justice in respect to the Schedule "B" land of this agreement and if so, the Owners will be solely responsible for it and damages will have to be paid to the Developer.

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Schedule "B" land for the purpose of development thereof and the Schedule "B" land for the purpose of development thereof and the Developer will carry out of preliminary works like removal of old structure and debries thereof, leveling of the said land and surrounding the same with boundary wall etc. essential for commencement of the development work forthwith and immediately on execution of this agreement as well as simultaneous power of attorney the Developer shall commence the development work.

19. That, Owners shall not be liable and/or responsible for any accident that may occur during construction work or any problem arising out of circumstances not attributable to the Owners.

20. That, the Developer shall abide by the specification and maintain a good quality of construction of the entire building as per details mentioned in Schedule D below.

21. That, the Developer shall complete the construction of the proposed building and hand over the possession of owner's portion to the owners, subject to the force majeure, within 30 months from the date of approval.

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of plan by the competent authority but in case of circumstances beyond the control of the **Developer**, the period of completion may be extended for another 12 months.

- 22. That, the Developer hereby covenants with the owners that he shall hand over the Owners the flats constituting the owner's portion in fully completed state.
- 23. That, the Owners have no objection if the building uses the top roof of the multistoried building for any purpose including the purpose of construction permitted by and under the law.
- 24. That, in the event of MADA/Dhanbad Municipal Corporation and Others Authorities concerned permitting any further vertical or horizontal extension or construction in the said building then in that event the same will be divided and shared between the Owners and the Developer in the same ratio in which the existing building or New Building has been agreed to sale by this agreement. Provided however, that in that event the Developer shall be entitled to connect common amenities such as water and sewerage connection of the proposed new construction with the then existing construction at the said land and the Owners hereby consents for the same. This expansion will only be done by the Developer if the Owners gives their consent in writing.
- 25. That, after receipt of the owners allocation, completion of construction of the building for occupation and sale of flats & parking if any, the DEVELOPER shall make over the building formally to the OWNERS thereupon the OWNERS shall directly execute and deliver one or more

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deeds of conveyance in favour of proposed purchaser to the extent of their own share (land owners allocation) and the **DEVELOPER** may join therein as confirming party, if so required all the expenses to be borne by the proposed purchasers.

- 26. That, it is clarified herein that in regard to the share of the DEVELOPER allocations the DEVELOPER shall have power to directly execute and deliver one or more deed of conveyance in favour of the proposed purchasers to the extent of the DEVELOPER allocations through the power of attorney executed and granted by the OWNERS in favour of the DEVELOPER.
- 27. That, the OWNERS & DEVELOPER hereby agree that the purchaser of the unit/units shall be entitled to create equitable or legal mortgage of his/her area of unit for obtaining loan from any financial institution.
- 28. That, this agreement shall not be treated as a partnership between the OWNERS and the DEVELOPER.
- 29. That, for mutually solving all/any dispute arose during development/regarding this development agreement both the "OWNERS" and "DEVELOPER" hereby covenants with each others as follows:
  - a. All/any disputes arising out of/ in connection with/relating to/regarding this development agreement, rights and liabilities arising/ acquiring hereof, performance hereof and interpretation of any term of this agreement shall, be referred to the arbitration of Sole Arbitrator to be appointed with the mutual consent of both the parties hereto/or in the event of any differences between them by the due process of law.

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and the decision of such Arbitration such referred dispute/disputes shall be final and binding upon both the parties.

- b. Both the parties hereby covenant with each other that if any of them on receipt of a notice in writing and sent in registered cover by the other party seeking appointment of Arbitrator U/s 21 of the Arbitration And Conciliation Act 1996, fails and neglects to appoint Sole Arbitrator and/or to hold meeting/ discussion for the purpose of appointment of Arbitrator within 30days of receipt of such notice, in that event the other party who has sent the said notice shall have right to appoint Sole Arbitrator and such Arbitrator shall be deemed to have been appointed by the mutual consent of both the parties.
- c. The Sole Arbitrator appointed shall be entitled to lay down his own procedure.
- d. The Sole Arbitrator shall have power to give interim award and/or orders /direction.
- e. The Arbitration shall be held at Dhanbad Only.
- 30. That, all disputes arising out of this agreement will be subject to the jurisdiction of the Dhanbad Court.

#### SCHEDULE-"A"

Item No.-I

All that piece and parcel of Rayati Land situated at Mouza Nawadih, under P.S. Dhanbad, chowki sadar registry office and District Dhanbad.

Mouza: Nawadih

Mouza No: 02

Khata No.: 74

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Plot No. 967 out of which measuring an area 12.16 kathas .Butted and bound as follows:-

North

: 25' feet Proposed Road

South

: Rasta

East

: Plot No. 966 & 20' feet Proposed Road

West

: Part of Plot No. 967 & 993.

#### Item No.-II

All that piece and parcel of Rayati Land situated at Mouza Nawadih, under l Dhanbad, chowki sadar registry office and District Dhanbad.

Mouza: Nawadih

Mouza No: 02 Khata No.: 20

Plot No. 966 out of which measuring an area 1.5 kathas .Butted and bounder

follows:-

North

: 20' feet Proposed Road

South

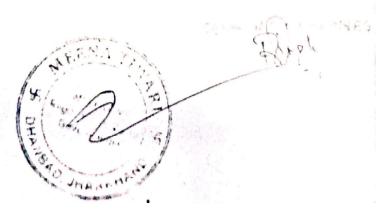
: Plot No. 967

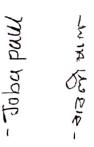
East

: 20' feet Proposed Road

West

: Plot No. 967.





#### SCHEDULE "B"

#### Item No. -I

All that piece and parcel of Rayati Land situated at Mouza Nawadih, under P.S. Dhanbad, chowki sadar registry office and District Dhanbad.

Mouza: Nawadih

Mouza No: 02

Khata No.: 20 (New Khata No. 19)

Plot No. 966 (New Plot No. 803) measuring an area 0.75 kathas or to say 1.23

decimals.

#### AND

# In the same Mouza

Khata No.: 74 (New Khata No. 35)

Plot No. 967 (New Plot No. 824) measuring an area 6.07 kathas or to say 10

decimals.

Grand Total Area of Two Khatas & Two Plots 6.82 Kathas or to say 11.23

decimals. Butted & Bounded as follows:-

: Part of Plot No. 967 & 966 North

: Part of Plot No. 967 South

: 20' feet wide Proposed Road East

: Part of Plot No. 967 West

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#### Item No. -II

All that piece and parcel of Rayati Land situated at Mouza Nawadih, under P.S. Dhanbad, chowki sadar registry office and District Dhanbad.

Mouza: Nawadih

Mouza No: 02

Khata No.: 20 (New Khata No. 19)

Plot No. 966 (New Plot No. 803) measuring an area 0.75 kathas or to say 1.23

decimals.

#### **AND**

#### In the same Mouza

Khata No.: 74 (New Khata No. 35)

Plot No. 967 (New Plot No. 824) measuring an area 6.07 kathas or to say 10 decimals.

Grand Total Area of Two Khatas & Two Plots 6.82 Kathas or to say 11.23 decimals. Butted & Bounded as follows:-

North : 25' feet wide Proposed Road

South : Part of Plot No. 967

East : Part of Plot No. 966

West : Part of Plot No. 967

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#### SCHEDULE-"C"

#### (Common Portions)

- 1. Staircases on all the floors of the proposed building.
- 2. Staircase and the Lift Landings on all floors of the proposed building.
- 3. The common path, passages and areas in the Land comprised in the said premises and in the proposed building (excepting expressly such areas therein as are not needed or held or intended for use by any particular person) including the beams, Foundation and support of the proposed building.
- 4. Driveway and lobby in the ground floor or basement of the proposed building (save and except the car parking spaces demarcated by the developer therein and /or the open land at the said premises).
- 5. Boundary walls and the main gates of the said premises.
- 6. Drainage and the sewerage lines and connections.
- 7. All electrical connections, installations, wings, meters and fittings (excluding only those that are installed with the exclusive area of Flat, Shop & Office space in the proposed building and exclusively meant for its use.)
- Tube wells and their installations, if any.
- 9. Water pump an its installations, pump room water reservoir, water tanks and all common installations for carriage of water (save and except only those as are within any Flat and are for use by the occupier of such Flat or Flats) and are for use by the occupier of Flat or Flat (exclusively) in and/or in respect of the proposed building.
- 10. Lift (if any) lifts well installations, lift room and the lift machine room in the proposed building.

#### SCHEDULE-"D"

#### 1. Structure

Re-enforced cement concrete framed structure with R.C.C. columns beams and slabs. All exterior bricks work shall be of 9" thick with red bricks/fireclay bricks.

#### 2. Flooring

Entire floor shall be finished with Marble/vitrified tiles Skirting of 6" height.

#### 3. Electrical wiring and Fitting

All wiring will be concealed minimum twenty points will be provided with in flat including bed room, kitchen and bathrooms other points to be charged extra.

#### 4. Doors

(only one door provision in each room)

- i. Main Door 6' 6" x 3' 6" Wooden frame and Ply cover (Palla).
- ii. Inside 6' 6" x 3' 6" Wooden frame and Ply cover (Palla).
- iii. Kitchen 6' 6" x 2' 6" Fiber/Flush Door.
- iv. Bathroom 6' 6" x 2' 6" Fiber/Flush Door.
- v. 10" M.M. Door Bolt (Stainless Steel) from out side.
- vi. Commercial Ply Door Cover 30 m. m. thick of hard pres quality.

#### 5. Windows

Good quality steel frames windows with glass/ Aluminum window.

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#### 6. Kitchen

Floor Marble/Vitrified tiles

Cooking Platform Black/ Green stone up to 3' lower & upper

Glazed tiles 2' above the platform

Water point 'Two

Sink One sink made by stainless steel/Stone.

#### 7. Toilets: - 2 Nos.

(A) Floor Marble/Vitrified tiles

(B) Wall . Glazed tiles up to 6' feet

(C) Water Point Two
(D) Washbasin One

(E) Pan one commode/Indian pan with flush

(F) Water Vel one(G)Shower Point One

# 8. Internal and Outer Walls

All internal walls to be finished with cast of snow white plaster of Paris and outer walls shall be made with 9" brick and partitioned (inner) walls shall be constructed by 4.5".

### 9. Staircase

Stair case, room be provided with cover by either Cemented or Iron Grill for Light and Ventilation as per approved designed from the authority.



#### 10. Water supply

R.C.C over head reservoir will be provided at top roof as per the sanctioned designed, suitable Electric pump with motor will be installed at ground floor to deliver water to overhead reservoir from deep tube well or water storage built at basement to store water supply though connection from Dhanbad Municipality water connection.

#### 11. <u>Inside Finish</u>

4.5" wall with cemented plaster with Paris.

### 12. Out Side Finish

\_4.5" wall with cemented plaster with snowcem.

### 13. Stair Case

Grey mosaic flooring/Kota stone/ Marbel

Parking:- Ample reserved on cost parking space for car/ two wheelers.

Generator:- Stand by generator\_for lightning in all common area and water supply.

<u>Lift:-</u> 5 persons capacity of reputed make.

# 14. Outside of entire Building

Out side of the building and boundary wall to be completed by cement plaster.

# 15. White Washing of Building

The outer wall, the common area, service area, Basement etc. and stair case to be colored with snow cem paints, Except the front side i.e. 16 feet

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Road wide sub Road. The front side to be colored after completing the putty work.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands and seals having thoroughly understood the contents and terms and conditions of this development agreement in presence of the witnesses and their sound health and state of mind and without any misrepresentation, fraud, undue influence and coercion on the date, month and year mentioned herein above.

Dog.

Witnesses

1.

Signature Of Owners

2.

Joba paul 30/7/18.

MIR GOBIE

Signature of the Developer

SESTED

(I) (a) of the Notaries

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