



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 1e1ff794f5658681754c

Receipt Date : 15-Apr-2021 03:18:51 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : RADHA KRISHNA PROJECTS

Purpose of stamp duty paid : AGREEMENT

First Party Name : AS APPLICABLE

Second Party Name : RADHA KRISHNA PROJECTS

GRN Number : 2105547158

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

MORE VALUE STEEL & POWER (P) LTD.

Saraj Devi

Director

Saraj Devi

Saraj Devi

RADHA KRISHNA PROJECTS

Hobish Singh Chakraborty

PARTNER

Hobish Singh Chakraborty



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।

MORE VALUE STEEL & POWER (P) LTD.
Director
Saroj Devi

RADHA KRISHNA PROJECTS
PARTNER

RADHA KRISHNA PROJECTS
PARTNER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at DHANBAD on this the 11th day of the month of June and year 2021.


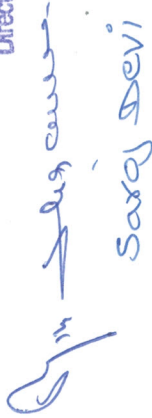
BY AND BETWEEN


1. M/S MORE VALUE STEEL & POWER PVT. LTD., (Regd. No.U27109 WB 2004 PTC 100275 dated 29/10/2004), a private limited company having its local/administrative office at Katras Road, Matkuria P.S. Bank More District Dhanbad represented by its director **SRI SHYAM SUNDAR DOKANIA** son of Late Raghbir Prasad Dokania by faith Hindu, by caste Agarwal (Vaishya), by occupation Business, resident of Katras Road, Matkuria, P.S. Bank More, Sub-Division and District Sub Registry Office and District Dhanbad (Jharkhand)


2. SRI SHYAM SUNDAR DOKANIA son of Late Raghbir Prasad Dokania by faith Hindu, by caste Vaishya (Agarwal), by occupation business, resident of Katras Road, Matkuria, P.S. Bank More Sub Division and District Sub Registry office and District Dhanbad (Jharkhand)

3. SMT. SAROJ DEVI DOKANIA wife of Sri Pushkar Mal Dokania by faith Hindu, by caste Vaishya (Agarwal), by occupation business, resident of Katras Road, Matkuria, P.S. Bank More Sub Division and District Sub Registry office and District Dhanbad (Jharkhand) hereinafter jointly called and referred to as **LAND OWNERS** which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators, representatives and assigns of the **ONE PART.**[Indian Citizens]

MORE VALUE STEEL & POWER (P) LTD.


Director

Saxej Devi

RADHA KRISHNA PROJECTS

PARTNER

RADHA KRISHNA PROJECTS

PARTNER

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AND

M/S RADHA KRISHNA PROJECTS, [PAN-ABDFR1227L] a partnership Firm having its office at Sri Ram Complex, Durga Mandir Road, Hirapur, Dhanbad (Jharkhand), represented by one of its partners **1. SRI AMIT KUMAR SULTANIA** [Aadhaar No.2804 0746 5139] son of Sri Santosh Kumar Sultania by faith Hindu, by caste Vaishya (Agarwal), by occupation Business, resident of 303 Ram Niwas, Shri Ram Vatika, Dhैया P.S. Dhanbad Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) & **2. SRI MUKESH SINGH CHOUDHARY** [Aadhaar No 3175 7237 8134] son of Sri Subhash Singh Choudhary by faith Hindu, by caste Bhumihar, by occupation Business, resident of Park Market, Hirapur, Dhanbad P.S. Dhanbad Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) hereinafter called and referred to as the **DEVELOPER** which expression shall mean and include his heirs, executors, successors, administrators, legal representatives and assigns of the OTHER PART.[Indian Citizen]

WHEREAS the landowners/first party purchased 96.24 Decimals of lands in Mouza Hirapur Mouza No.7 P.S. & District Dhanbad by virtue of registered Sale Deed No.3950 dated 12/06/2014 (entered in Book No.1 Vol. No.186 Pages 125 to 156 being Deed No.3950 for the year 2014) from Subrata Mazumdar, Sale Deed No.4036 dated 13/06/2014 (entered in Book No.1 Vol. No.190 Pages 217 to 254 being Deed No.4036 for the year 2014) from Subrata Mazumdar, Sale Deed No.4455 dated 26/06/2014 (entered in Book No.1 Vol. No.211 Pages 211 to 242 being Deed No.4455 for the year 2014) from Supriya Mazumdar, Sale Deed No.5004 dated 11/07/2014 (entered in Book No.1 Vol. No.238 Pages 1 to 30 being Deed No.5004 for the year 2014) from

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Director

Saxej Devi

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PARTNER

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Sunanda Mazumdar, Sale Deed No.3710 dated 12/05/2015 (entered in Book No.1 Vol. No.185 Pages 57 to 88 being Deed No.3710 for the year 2015) from Sujit Mazumdar and others, Sale Deed No.5996 dated 30/07/2014 (entered in Book No.1 Vol. No.291 Pages 97 to 122 being Deed No.5996 for the year 2014) from Sabita Sengupta, Sale Deed No.4532 dated 27/06/2014 (entered in Book No.1 Vol. No.215 Pages 29 to 66 being Deed No.4532 for the year 2014) from Supriya Mazumdar, Sale Deed No.5050 dated 12/07/2014 (entered in Book No.1 Vol. No.240 Pages 171 to 208 being Deed No.5050 for the year 2014) from Sunanda Mazumdar, Sale Deed No.5766 dated 28/07/2014 (entered in Book No.1 Vol. No.279 Pages 227 to 254 being Deed No.5766 for the year 2014) from Sarmistha Roy, Sale Deed No.5776 dated 28/07/2014 (entered in Book No.1 Vol. No.280 Pages 67 to 94 being Deed No.5776 for the year 2014) from Sumita Kabiraj, Sale Deed No.6130 dated 31/07/2014 (entered in Book No.1 Vol. No.298 Pages 295 to 322 being Deed No.6130 for the year 2014) from Sabita Sengupta all registered at Dhanbad District Sub Registry Office. After such purchase the landowners along with other co purchasers of Khata No.8 of Mouza Hirapur Mouza No.7 P.S. Dhanbad District Dhanbad, partitioned the said lands before the Learned Court at Dhanbad vide Title Partition Suit No.299 of 2015 and 96.24 Decimals of lands in Plot Nos.1683, 1685, 1686, 1692 under Khata No.8 of Mouza Hirapur Mouza No.7 P.S. Dhanbad District Dhanbad (morefully described in the schedule below) was allotted in the exclusive own share of the landowners and thereafter the landowners have been possessing the same in peaceful and undisturbed possession thereof without any hindrance or interruption from any corner and also mutated their respective names in the landlord Sheresta the State of Jharkhand vide Mutation Case Nos.2371, 2382 & 2394 (ii) 2015-2016 and paying the rents under Thoka Nos.5393, 5395 & 5398 thereto regularly. **(Entered in Online Register-II as Bhag/Volume**

MORE VALUE STEEL & POWER (P) LTD.

Shyam

Director

Saroj Devi

RADHA KRISHNA PROJECTS

Sanjay Kumar Sultana

PARTNER

RADHA KRISHNA PROJECTS

Hrushikesh Singh Choudhary

PARTNER

[4]

No.1 Page Nos.5393, 5395 & 5398 in the name of M/s More Value Steel and Power Pvt. Ltd, Shyam Sundar Dokania and Saroj Devi Dokania, the landowners).

AND WHEREAS the Developer has requested the landowners to allow him to develop the said property and on the negotiation made between the parties hereto the land owners have agreed to the proposal and to authorise the developers to develop the Schedule 'A' below mentioned lands for constructing a new multistoried building on the ownership basis.

AND WHEREAS the Developer is satisfied about the right, title, interest and possession of the land owners on and over the schedule "A" mentioned lands and the technical feasibility of the construction of the proposed new building to be named as " _____ " on the ownership Flats/Units/office space and shop and all other related matter.

AND WHEREAS the developers indemnified that the plans, designs, drawings and elevations of the said intended building i.e. " _____ " and specification of the works to be done and of the materials to be provided in and for the erection of the said building shall be prepared by an architect and to be sanctioned by the Authority/Authorities concerned and approved by both the parties herein.

AND WHEREAS it has been settled between the parties that the Landowners shall be allocated a 42% share and the developer shall be allotted rest 58% share of the constructed area in each floor & parking spaces of the proposed building commonly known as " _____ ".

MORE VALUE STEEL & POWER (P) LTD.

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Director

Saraj Devi

RADHA KRISHNA PROJECTS

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RADHA KRISHNA PROJECTS

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PARTNER

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

1. DEFINITION : Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them:-
 - (a) OWNERS shall mean the landowners and their heirs, executors, administrators, legal representatives and/or assigns.
 - (b) DEVELOPER shall mean **M/S RADHA KRISHNA PROJECTS** a partnership Firm having its office at Sri Ram Complex, Durga Mandir Road No.- 2, Hirapur, Dhanbad (Jharkhand), represented by its partners **SRI AMIT KUMAR SULTANIA & SRI MUKESH SINGH CHOUDHARY** and its executors, administrators, legal representatives and /or assigns.
 - (c) LAND shall mean the space on which proposed building to be constructed including vacant space to be left around each building and enclosed by existing boundary wall.
 - (d) BUILDING shall mean the building proposed to be constructed over the said land with sanctioned plan from DMC.
 - (e) SALEABLE SPACE shall mean the space in the building available for independent use and occupation inclusive of proportionate share of the space required after making due provisions for common facilities and the space required thereof.
 - (f) ARCHITECT/Engineer shall mean such Architect or Architects may be appointed from time to time for the project at the said building for designing and planning of proposed building or any other purposes.
 - (g) BUILDING PLAN shall mean a plan prepared by Architect appointed by the Developer/Builder for the construction of the building on the said

MORE VALUE STEEL & POWER (P) LTD.

Srinivas
Srinivas
Director
Saroj Devi

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Srinivas Kumar Sultani
PARTNER

RADHA KRISHNA PROJECTS
Hishab Singh Chahal
PARTNER

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property duly signed by the landowners or their attorney holders with the approval of the builder/developer and sanctioned by the Dhanbad Municipal Corporation/DMC and/or other authorities and the cost of approval of plan will be beared by the developer/Builder including any verification therein which may subsequently be made by the developer.

- (h) OWNER'S ALLOCATION shall mean the 42% of the constructed area in each floor and parking spaces in the proposed building which is to be allotted to the landowners in accordance with the terms and conditions of these presents including the proportionate share in the common area, facilities and amenities and as described in the Schedule 'B' hereunder.
- (i) DEVELOPER'S ALLOCATION shall mean the remaining portion of the building i.e. 58% of the constructed area and parking spaces after the allocation i.e. 42% of the constructed area to the landowners including the proportionate share in the common area, facilities and amenities of the proposed building on the said property.
- (j) COMMON FACILITIES AND AMENITIES shall include corridors, lift, hallways, passage ways, stairways, drive ways, common lavatories, pump room, tube wells, underground water reservoir, overhead water tank, water pump, motors, generators, firefighting equipments, administrative office room, and other facilities, which may mutually agreed upon between the parties and required for the establishment, location enjoyment, provisions, maintenance and management of the building including the roof and terrace of the said building as described in the Schedule 'B' hereunder.

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Director

Saroj Devi

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Savit Kumar Jaitani
PARTNER

RADHA KRISHNA PROJECTS

Hemant Singh Choudhary
PARTNER

[7]

- (k) COMMON EXPENSES AND SERVICE CHARGES after the handover of the units/flats to the purchasers shall mean and include
- (i) All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating, re-decorating, rebuilding, reconstructing, lighting the common portions and common areas in the proposed building including the outer walls as described in the Schedule 'C' hereunder.
 - (ii) The salaries of all persons employed for the common purposes including watchman/darwan, security personnel, liftman, sweepers, plumbers, electricians etc.
 - (iii) Insurance premium for insuring the proposed building, if any.
 - (iv) All charges and deposits for supplies of common utilities to the co-owners in common.
 - (v) Municipal tax, water tax and other levies in respect of the premises and the proposed building save those separately assessed on the purchaser(s).
 - (vi) That cost of formation and operation of the association (if any) for the maintenance and management of the premises, the proposed building and the common portion thereof.
 - (vii) Cost of running, maintenance, repairs and replacement of lift, transformer (if any) generator, pump and other common installation including their licence fee, taxes and other levies (if any).
 - (viii) Electricity charges for the electrical energy consumed for the operation of the common services.

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PARTNER

[10]

and to dispose of the same on his own cost.

- (b) The developer shall be entitled to enter into any agreement with any building contractor, architect, appoint agents but not to assign the benefit of this contract for the purpose of development of the said property in his own name and costs, risks and expenses.
- (c) After payment of installments due respects of consideration money the developer shall be entitled to all of flats or rights in the buildings and structures to be constructed so far as they relates to developers allocations and to enter into any package deal and arrangement in relation thereto.

4. POWER OF ATTORNEY:

The landowners shall at the cost of and request of the developer, execute a registered General Power of Attorney in favour of the developer giving him all necessary powers required to carry out the work of development and for completion of the project work and if so required applying for obtaining electric connection from JSEB, water connection from PHED, fire fighting arrangement from fire brigade etc. and to execute and sign, deed(s) documents in favour of the proposed purchasers of the Flats to the extent of the developers allocation only in the said building which is one of essence of these contract. That the landowners shall not revoke or cancel the said General Power of Attorney, until and unless there is any breach of contract.

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Director

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5. OWNERS TO EXECUTE DOCUMENTS:

The landowners shall at the request and costs, expenses and charges of the developers, assign, execute from time to time all plans, applications for layouts, construction of the building and structures on the said property and all other documents that might be necessary for giving proper effect of these presents.

6. TIME IS ESSENCE OF CONTRACT:

The developer covenants and agreed to complete the development and construction of the building with all amenities therein and thereon within 36 (Thirty Six) months from the date of sanction of the plan with a grace of 6 (Six) months period subject to force major reasons and/or other reasons beyond the control of the developers in which event the time to complete the construction of the said building shall reasonably stand extended from time to time. Time is an essence of contract. Aforesaid Six months grace period shall be allowed as extension period for unforeseen circumstances and situation which are not within the control of the developer. That maximum time period for put up of file/map before competent authority is within 30 days from the date of this execution of General Power of Attorney in favour of the second party.

In case the developer doesn't complete the construction of the multistoried building and doesn't handover the possession of the owners 42% share within stipulated period mentioned herein the builder shall be liable to pay damage/rent of Rs.5,000/- (Rupees Five Thousand only) per month for each and every flat till the date of handover possession of the landowners portion after the aforesaid estimated completion period and if by any reason

ADORE VALUE SERVICES PRIVATE LIMITED
Ajay Kumar
Director

Saraj Devi

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Smit Kumar Sultani
PARTNER

RADHA KRISHNA PROJECTS
Hemant Singh Choudhary
PARTNER

[12]

the developer fails to pay the said compensation regularly it will be deducted from the aforesaid security amount/deposit.

The rights and obligation under this agreement cannot be transferred to any third party i.e. this agreement is solely for developer and its heirs, executors, legal representatives and successors only.

7. OWNERS ALLOCATION:

- (1) The portion of the building which is to be allocated to the owner as part of landowners share i.e. 42% of the constructed area out of the total constructed area in the said building for residential/commercial purpose with all amenities and the car spaces in the basement area of the building as shall be allotted as mentioned here in above.
- (2) On obtaining completion certificate of the said building the developer shall give notice in writing to the landowners when the landowners would be at liberty to take possession on and from the date specified of the landowners allocation in the said building, on receipt of the notice on and from the date mentioned in the notice for taking possession, the landowners shall responsible to pay all taxes, GST, services charges and other outgoings in respect of the common facilities in the said building proportionate to the landowners allocation. Provided that any additional insurance premium costs or expenses by way of maintenance for any particular use of for any portion within the landowners' allocation shall be paid by the landowners.
- (3) The landowners shall be not liable to pay the cost, security deposits for installation of generator, transformer, lift, etc. in the said building and

MORE VALUE STEEL & POWER (P) LTD.

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Director

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PARTNER

[13]

the developer shall have to pay all the said expenses. The landowners shall bear towards the cost of security deposit for installation of electric meter and connection in their own respective flats.

- (4) In addition to the portion of the said building in the landowners allocations the landowners shall have no exclusive right, title and interest in respect of the roof of the said building irrespective of the landowners allocation or developers allocation, provided that any occupier of any flat/unit/space in the said building shall have the right to visit the roof with technical hands and/or workers for the purpose of inspection of the common overhead water tanks, installation of radio aerials, T.V. antenna, cables, dish antennas etc. repairs and replacement thereof. The roof of the proposed building shall remain with the Flat owners Association.
- (5) The common area maintenance will be paid by the landowner after the formation of society is complete and not during the period the building is maintained by the developer.

8. SCHEME FOR MANAGEMENT:

A scheme shall be framed by the parties herein for the management and administration of the said building, including the portion in common use and sharing the expenses of management, administration and maintenance of amenities in the said building including the use thereof and such scheme any rules and regulation framed under the scheme shall be binding on the occupiers of the said building, including in the landowners allocation and in the developers allocation.

MOORE VALUE STEEL & POWER (P) LTD.

[Signature]

Director

Saxaj devi

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PARTNER

RADHA KRISHNA PROJECTS

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PARTNER

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9. RESTRICTIONS AS TO USER OF THE BUILDING:

- (a) Any transfer of any portion of the said building out of the landowners allocation or developers allocation shall be subject to the provisions contained herein and all occupier shall be bound by the provisions contained in any agreement, rules, regulations, byelaws and restrictions contained herein.
- (b) Neither the owner nor the developers nor any person occupying in portion of the said building whether in the landowners allocation or in the developers allocation shall use or permit to be used his portion or space occupied by him or his agents for carrying on any illegal or immoral trade or activity or to do or allow anything to be done that might cause any nuisance or annoyance or hazard to anybody inside the building or outside the building or to store any inflammable or explosive materials, goods or products.

10. NOT TO DEALS:

It is declared and agreed these present shall not be treated as conveyance or demise or transfer of any right, title or interest in the said property to the developer excepting the right to develop and/or construct multistoried building after demolishing of the existing structures if any and these presents shall be treated only a licence in favour of the developer to do all acts, things and deeds expressly provided herein and contained in the Power of Attorney to be executed.

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Director

Saroj Devi

RADHA KRISHNA PROJECTS

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PARTNER

RADHA KRISHNA PROJECTS

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PARTNER

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11. DEVELOPERS OBLIGATIONS:

- (i) The development of the said property by constructing building containing dwelling units/ownership flats/commercial space shall commence forthwith with all earnestness in accordance with the specification, plans, schemes and approvals of the competent authority, rules & regulations and byelaw of the authorities applicable at the cost, risks and responsibilities of the developer, the owner having no responsibility in respect thereof in any manner whatsoever saved as contained herewith.
- (ii) In constructing the buildings and providing dwelling units the developer shall install in the said building at his own costs pump operated deep tube well, water storage tank, overhead reservoirs, electrical installations, electric wirings, water pipes and other common facilities and amenities attended to dwelling units/ownership flats/commercial space as required to be provided in such building unit for comfortable habitation.
All out of pocket costs, charges and legal expenses incidental to this development agreement including the stamp duty and registration charges of the conveyances shall be borne and paid by the developers or its nominee(s).
- (iii) The developer shall not remove/demolish or shift the existing boundary walls of the landowners' land on which the proposed multistoried building is to be constructed. No tress passing whatsoever will be allowed.

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Smt. Shrikanth
Director

Saxai Devi

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Smt. V. Kumar Srilatha
PARTNER

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Hobesh Devi
PARTNER

[16]

- (iv) The developer shall not violate or contravene any of the provisions or rules applicable for construction of the building.

12. LICENCE TO DEVELOP:

- (i) The owner hereby entrusts, handover and giving licence to developer to enter into the said property to demolish the existing structures, develop the property and construct multistoried buildings thereon containing dwelling units/ownership flats/commercial space with the best materials and in accordance with the plan and specification mentioned hereinafter.
- (ii) The developer hereby agrees to develop and /or cause to be developed the said property by constructing one or more buildings with best materials containing in the building/dwelling units/ownership flats/commercial space in accordance with the specification of sanctioned plans, the rules and regulations in relations thereto with approval and/or sanction of the concerned authorities and at his own costs, expenses and arranging his own finance at his own risk and responsibility.

13. DELIVERY OF TITLE DEED:

The developer shall be entitled to inspect the title deeds, impression of the owner's and in future the landowners shall remain bound to produce the said deeds before the competent authority as and when required and requested by the developer. The landowner shall handover or do necessary act in connection

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Srinivasulu Reddy
Director
Srinivasulu Reddy
Saxena Devi

RADHA KRISHNA PROJECTS
Rami Kumar Sultani
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RADHA KRISHNA PROJECTS
Hrushabh Singh
PARTNER

[17]

with depositing the title deeds, as per rules framed by RERA after completion of the project or handover the original title deeds to the developer on completion of the project.

14. OWNER'S UNDERTAKINGS:

- (i) The landowners declares that they have not agreed, committed to or contracted or entered into any agreement for sale or lease of the said property or any part thereof to any person other than the developer and that they had created any lien, charge, mortgage or encumbrances on the said property and that they would keep the said property free from encumbrances during the subsisting of these presents.
- (ii) The landowners further declares that they have not done any acts, things, deeds or mater matter whereby or by reasons of the said building or/and property may be affected or prevented in any manner whatsoever and that they undertakes to remove any possible impediment to the implementation of these presents, if the same is within their power and control.
- (iii) The landowners declare that they have not received and to be acknowledged govt. local authority, municipal authority or any other authority has not issued any notices effecting the said property or imposing any restrictions on the development of the said property in the manner proposed herein.

That the landowners hereby undertake to, up to date/regularize all the documents i.e. in connection with right, title, interest and possession of the said lands at their own cost and expenses and provide the same to

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Director
Saroj Devi

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PARTNER

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PARTNER

[18]

the developer as and when necessary for the smooth running of the project.

- (iv) The owner hereby undertaken, agrees and covenants, not to cause any interference by themselves or through others in the development of the property or in the construction of the new building on the said property by the developer or through its agents. Deed or act preventing the developer from disposing of selling, assigning or disposing of or transferring any portion of the developers allocation of the new building or to deal with the developers allocation in any manner whatsoever.
- (v) That the landowners shall deliver possession of the schedule mentioned land to the developer on the date of execution of this development agreement.

15. DEED OF CONVEYANCE:

After the full consideration is received by the owner, completion of construction of the building, obtaining the certificate of completion or occupation and sale of flats if any, the developer shall make over the building formally to the owner whereupon the owner shall directly execute and deliver one or more deeds of conveyance in favour of proposed purchaser to the extent of their own share of landowners allocation and the developer may be join therein as confirming party, if so required all the expenses borne by the proposed purchasers.

MORE VALUE STEEL & POWER (P) LTD.
Saxoi Devi

Saxoi Devi
Director

Saxoi Devi

RADHA KRISHNA PROJECTS

Sanir Kumar Sultani

PARTNER

RADHA KRISHNA PROJECTS

Hemant Singh

PARTNER

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It is clarified herein that in regard to the share of the developers allocations the developer shall directly execute and deliver one or more deed of conveyance in favour of the proposed purchasers to the extent of the developers allocations through the power of attorney executed and granted by the landowners in favour of the developers.

16. **ARBITRATION AND JURISDICTION:**

It is hereby agreed by the parties that all disputes and differences arising out of, in relation to there presents or touching the development, demolition of the old structure, constructions of new building and in relation thereto shall be referred to the sole arbitrator appointed by the parties hereto mutually and only the Dhanbad Courts shall have jurisdiction to entertain, try and determine or adjudicate all actions, suits, legal proceedings arising out of or in relation to this presents the award of arbitrator or otherwise between the parties hereto:

17. Be it stated that the stamp duty and registration fees for the registration of this development agreement is to be borne by both the parties in proportionate share, if in future government re-imburse the said amount it goes to the account of both the parties proportionately.

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Director

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Saraj Devi

RADHA KRISHNA PROJECTS

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PARTNER

RADHA KRISHNA PROJECTS

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PARTNER

[20]

THE SCHEDULE "A" ABOVE REFERRED TO

(THE LAND)

All the piece and parcel of land situated at Mouza:- **HIRAPUR** P.S. Dhanbad, Sub Division and District Sub Registry Office and District Dhanbad Mouza No.7 Khata No.8 Plot Nos.1683, 1685, 1686, 1692 Area 96.24 Decimals (Ninety Six Point Two Four Decimals) lands only. (As per plan attached herewith and shown in colour red).

1. Butted and Bounded as under:- for 37.48 kathas

North :- Private House
South :- Common Road
East :- Common Road
West :- Shantilata Apartment & Others

2. Butted and Bounded as under:- for 20 kathas

North :- Temple & Road
South :- Common Road
East :- Land of Md Rasid
West :- Common Road

MORE VALUE STEEL & POWER (P) LTD.

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Director

Saroj Devi

RADHA KRISHNA PROJECTS
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PARTNER

RADHA KRISHNA PROJECTS
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PARTNER

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THE SCHEDULE "B" ABOVE REFERRED TO
(THE 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 of the proposed building (save 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 in the proposed building and exclusively meant for its use).
8. Tubewells and their installations.
9. Water pump and 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 Flats (exclusively) in and and/or to and/or in respect of the proposed building.
10. Lift, lift well installations, lift room and the lift machine room in the proposed building.
11. The common darwans living area in the ground floor of the proposed building.

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Saxoi Devi

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PARTNER

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[22]

12. 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 the user in common between the owner of the proposed building from time to time expressly excluding the roof of the proposed building and the parking area in the basement and/or the ground floor of the proposed building and/or in the open land comprised in the said premises.

THE SCHEDULE "C" ABOVE REFERRED TO

1. All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lightening the common portions and in the proposed building including its outer walls.
2. The salaries of all persons employed for the common purposes including darwan, security personnel, liftman, sweepers, plumbers, electricians etc.
3. Insurance premium for insuring the proposed building if any.
4. All charges and deposits for supplies for common utilities to the co-owners in common.
5. Municipal tax, water tax and other levies in respect of the premises in the proposed building save those separately assessed on the purchaser.
6. Costs of formation, operation of the Association (if any), for the maintenance and the management of the premises, the proposed building and the common portion thereof.
7. Costs of running, maintenance repairs, and replacement of lift, transformer, generator, pumps and common installation including their license fee, taxes

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Director
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PARTNER

[23]

- and other levies (if any).
8. Electricity charges for the electrical energy consumed for the operation of the common services.
 9. All litigation expenses incurred for the common purpose and relating to the common use and enjoyment of the common portions.
 10. All other expenses, taxes, rates and other levies etc. as are deemed by the Developer to be necessary or incidental or liable to be paid by the co-owners in common including such amounts as be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

SPECIFICATION OF THE FLATS

- BUILDING:** Reinforced cement, concrete frame building as per national building code with arrangement of lifts.
- FOUNDATION:** R.C.C column footing as per structural design first class red brick masonry.
- WALL:** Red bricks/Fly Ash bricks masonry 5" thick inside 10" thick outside with 1:5 mortar plaster and wall putty.
- FLOORING:** Marbel flooring of size 1'6" x 2' or vitrified tiles of size 2'x2'.
- CHAUKHAT:** Maleshiya saal wood chaukhat.
- DOORS:** Flush door of (water proof) with paint over primer.
- WINDOWS:** Aluminum window with 4mm. glass with grill.

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Saxaj Devi
Director
Saxaj Devi

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Ravi Kumar Sultan
PARTNER

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Hishah Singh Chaudhary
PARTNER

[24]

- KITCHEN:** Green Marble with steel sink and 2'high dado wall tiles with a point of aqua guard and a exhaust hole.
- TOILETS:** One European and one Indian commode, basin of sanitary fittings, electrification parryware, hindware. With shower, 7' high dado ceramic tiles of with laying of pipes for hot and cold water with point of geyser.
- SANITARY FITS:** All CP fittings of ISI mark of good quality.
- ELECTRICS:** Concealed PVC conduct wiring with modular switches of anchor, Philips, havells with adequate power plug in drawing, dining, bedrooms, kitchen, toilets with connection of AC points with MCB and DB box.
- WATER PROOF:** All sunken slabs will be water proof.
- TELEPHONE, TV AND**
- WATER SUPPLY:** Telephone and TV wiring in drawing hall and bedrooms. 24 hrs water supply through necessary fittings from deep tube well and over head tank, pump sets and adequate municipal connection with reservoirs.
- EXTERNAL WALL FINISH:** Water proof paint of high quality with wall putty all over the building.

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[Signature]
Director

Director

Saxoj Sevi

RADHA KRISHNA PROJECTS
[Signature]
PARTNER

RADHA KRISHNA PROJECTS
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PARTNER

[25]

SHARE DISTRIBUTION BETWEEN LAND OWNERS AND DEVELOPERS IN

“ _____ ”

1. Flat Allotted to landowners:- As per attached annexure A

List attached

2. Flat Allotted to developer:-

Rest of the entire flats in the said building allotted to the developer.

Be it mentioned that on variation of landowners allocation area, the cost of construction rate will be @ Rs.2,200/- per sft. for super built up area.

As per the Jharkhand Apartment (Flat) Ownership Act, 2011, under section 5 both the party owner and the developer are competent to execute and entered into agreement and sale deed for sale/sale of their respective share.

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 [Signature]
 Director
 [Signature]
 Saroj Devi

RADHA KRISHNA PROJECTS
 smik kumar Sultain
 PARTNER

RADHA KRISHNA PROJECTS
 Hitesh Singh Chauhan
 PARTNER

[26]

RECEIPT AND MEMO OF CONSIDERATION

Rs 30,00,000/- (Rupees Thirty Lakhs) paid by various cheques and cash by the developer to the landowners, on the date of signing of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE PRESENTS ON THE 11th DAY OF THE MONTH OF JUNE AND YEAR 2021 FIRST ABOVE WRITTEN.

WITNESS
 1. [Signature]
 2. Poinad Kumar verma
 Nuntandih Co-operative
 Wlay Sarvailhells & hared.

SIGNED
 1. MORE VALUE STEEL & POWER (P) LTD.
 [Signature] Director
 2. [Signature]
 3. Saroj Devi

First Party
 RADHA KRISHNA PROJECTS
 smik kumar Sultain
 1. PARTNER
 RADHA KRISHNA PROJECTS
 2. Hitesh Singh Chauhan
 PARTNER
Second Party

MORE VALUE STEEL & POWER (P) LTD.

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Director

Saraj Devi

RADHA KRISHNA PROJECTS
[Handwritten signature]
PARTNER

RADHA KRISHNA PROJECTS
[Handwritten signature]
PARTNER

[27]

Annexure A

- Flat No. _____ on the _____ Floor,
- Flat No. _____ on the _____ Floor,
- Flat No. _____ on the _____ Floor,
- Flat No. _____ on the _____ Floor,
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- Flat No. _____ on the _____ Floor,

MORE VALUE STEEL & POWER (P) LTD.

Director

RADHA KRISHNA PROJECTS

PARTNER

RADHA KRISHNA PROJECTS

PARTNER

[29]

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