



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : f58a1e586a03b4d26a57

Receipt Date : 21-Dec-2020 04:53:50 pm

Receipt Amount : 1000/-

Amount In Words : One Thousand Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : ASHISH ANAND INFRATECH INDIA PVT LTD

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : SANJAY KUMAR SHARMA AND OTHERS

Second Party Name : ASHISH ANAND INFRATECH INDIA PVT LTD

GRN Number : 2003408629

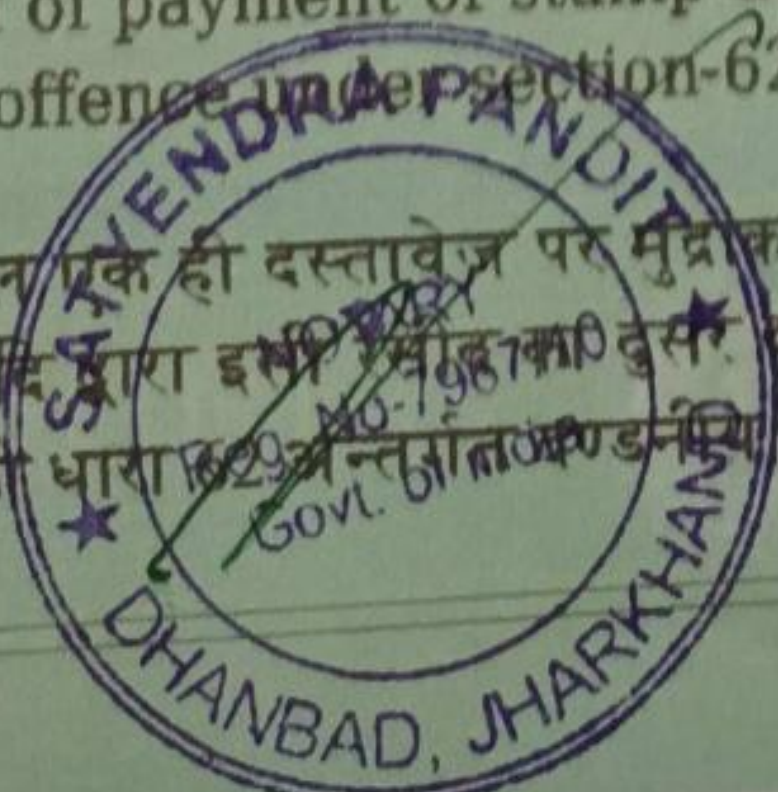
NOTARY  
DHANBAD

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



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 के अन्तर्गत अपराध है।



ASHISH ANAND INFRATECH INDIA PVT. LTD  
A. Kumar  
Managing Director

Subscribed by  
Ashish Kumar  
21/12/20

(1) Sanjay Kumar Sharma  
Shilpi Kumari  
Brij Nandan Sharma  
Brijendra

ASHISHANAND INFRA TECH INDIA PVT. LTD  
A. Kumar  
Managing Director

Identified by  
[Signature]



Attest  
Satyendra Pandit  
Notary

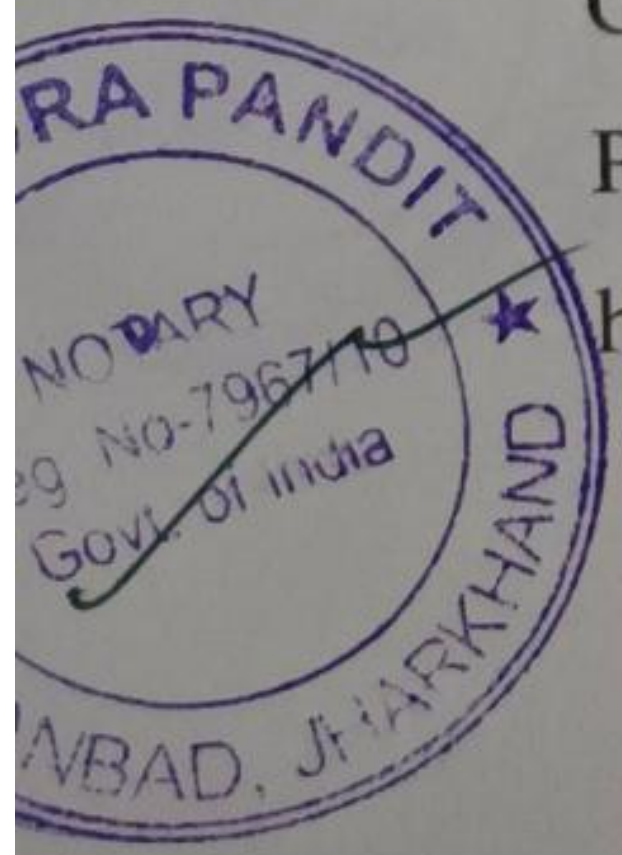
Sanjay Kumar Sharma  
Shilpi Kumari  
Brij Nandan Sharma  
Urmila Devi

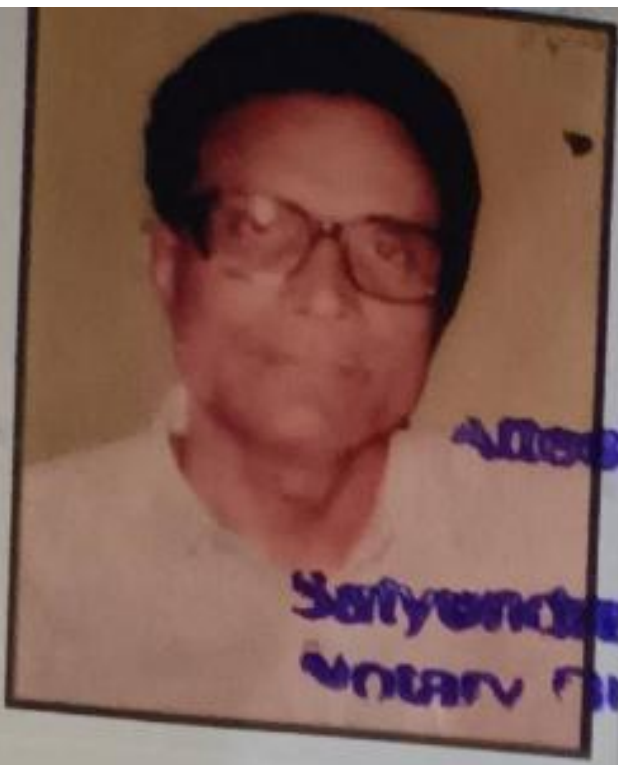
**DEVELOPMENT AGREEMENT**

This deed of agreement between owner and developer is executed on this 21. day of December 2020.

**BETWEEN**

**1. SANJAY KUMAR SHARMA, S/o Brij Nandan Sharma, and 2. SMT. SHILPI KUMARI, W/o Sri Sanjay Kumar Sharma, by occupation- Advocate and Business, 3. BRIJ NANDAN SHARMA, S/o- Late Mishreelal Sharma and 4. SMT. URMILA DEVI, W/o Sri Brij Nandan Sharma, by occupation-Retried person and Business all by Caste- Carpenter and resident of Bhuli Nagar, Block- D, Sector- 2, Qtr- No. 81, P.O- Sharmik Nagar, P.S- Bank More, Dist- Dhanbad, (Jharkhand), hereinafter called and referred to as the LANDLORD (Which expression**





Satyendra Pandit  
Notary Dhanbad

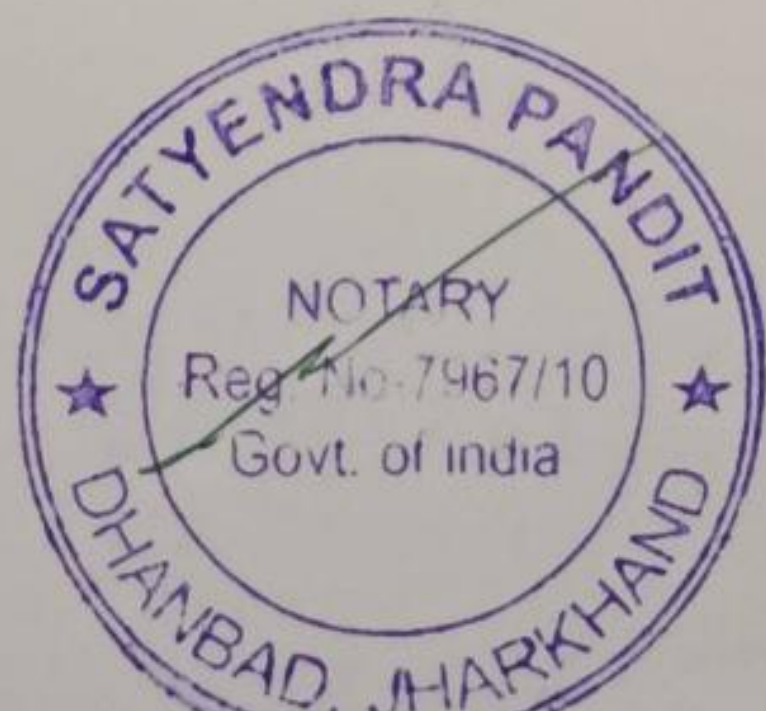
Sanjay Kumar Sharma  
Shilpi Kumari  
Brij Nandan Sharma  
Urmila Devi

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A. Kumar  
Managing Director

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WHEREAS the owners 1. SANJAY KUMAR SHARMA, 2. SMT. SHILPI KUMARI, 3. BRIJ NANDAN SHARMA, and 4. SMT. URMILA DEVI, have purchased the land from MESSERS BALAJI PROPERTIES, A Partnership Firm having its office at GOPALKA HOUSE, Kirkend Bazar, P.S.- Putki, District Dhanbad, A/P Add. G 4, Jamuna Apartment, Shanti Bhawan, Bankmore, Dhanbad represented herein through its partners (1) SRI PRAVEEN KUMAR AGARWAL, Son of Late Om Prakash Agarwal, by caste-Vaishya, by occupation-Business, resident of G-4, Jamuna Apartments Shanti Bhawan, P.S.- Bank More, District-Dhanbad, (2) SRI PRADIP KUMAR GOPALKA, Son of Shri Shyam Sundar Gopalka, by caste-Vaishya, by occupation-Business, Permanent residing at Kirkend Bazar, P.O.-Kusunda, P.S.-Putki, District-Dhanbad, At Present resident of - The Empire Apartment, Telephone Exchange Road, P.S.-Bankmore, Dist.-Dhanbad, (3) SRI MAHENDRA KUMAR AGARWAL, Son of Late Desh Bhushan Agarwal, by caste-Vaishya, by occupation-Business, residing at Telephone Exchange, Joraphatak Road, P.S.-Bank More, District-Dhanbad through registered deed no 4190 dated 07.05.2007 and is seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land measuring about 31.40 decimal situated and lying at Plot Nos.-2220 and 2221 of Mouza- Dhanbad, Mouza No.-51 (Old Ward No.-6) New Ward No.-31, by virtue of Regd. Sale Deed Nos.-2020/DHAN/5791/BK1/5350 & 2020/DHAN/5792/BK1/5351, both dated 17.12.2020 representing Within the limits of DHANBAD municipal corporation and under the





Satyendra Pandit  
Notary Public  
Dhanbad

Sanjay Kumudhara  
Shilpi Kumari  
Brij Nandan Sharma  
Brijendra

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A. K. Kumar  
Managing Director

jurisdiction of District / Sub-Registrar office, Sadar registry office, DHANBAD more fully described in the Schedule .

Whereas, the first party consider that the said property has outlived its utility and if developed as a multi-storied residential complex with independent units with the modern and up to date amenities it will be more useful, profitable and beneficial and when developed, generate funds so as to arrangement of their income.

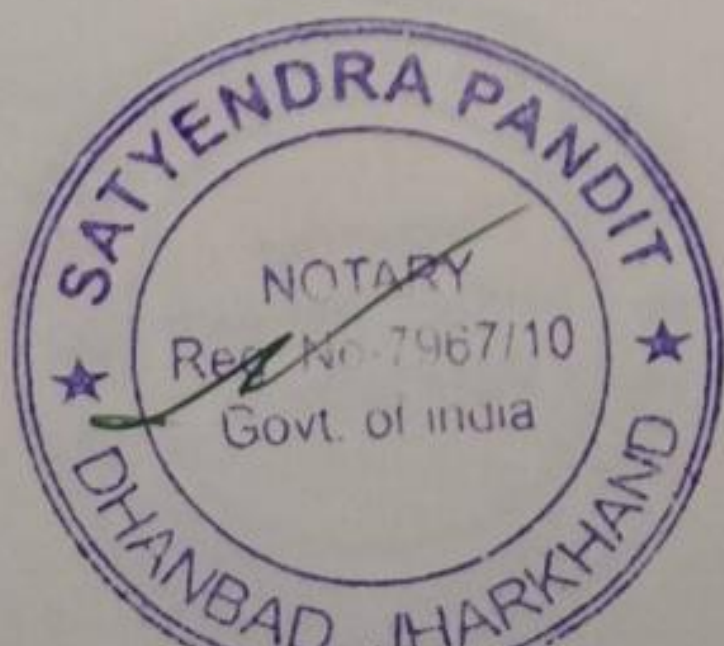
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A. K. Kumar  
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AND Whereas, for utilizing the said property into a multi-storied residential complex, it would, require huge finances along with the expertise and skill of the field.

AND Therefore, party of the first part keeping in the view of the above mentioned facts approached the party of the second part who in turn possess the requisite finances and expertise as required in construction and development of such multistoried complexes and therefore is a proven party to develop said property admeasuring 19 Khatta or to say 31.40 dec. out of which 16 kathas land which are in his/her/ exclusive possession.

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

THAT the Second party has satisfied itself about the smooth feasibility and financial viability of the land and has agreed to take up the construction and development of the said property by constructing and putting a complex comprising of residential flats, & commercial shops etc.



and accordingly the owners hereto have agreed and entered into this agreement.

THAT, the parties to this agreement in order to avoid any misunderstanding and future complication and dispute want to incorporate all the agreed terms and conditions in this agreement related to construction of multi-storied commercial cum-residential complex on the land mentioned in the Schedule A below which the parties hereto have agreed.

1. The following terms and expressions shall in these presents have the respective meanings assigned to them herein below, unless the same be contrary or repugnant to the subject or context :
  - 1.1 First Party shall mean the owners mentioned in this indenture hereinabove and/or their heirs, executors, legal representatives and/or assigns.
  - 1.2 Second Party shall mean Second Party and its successors-in-interest, representatives, nominees, assigns, and/or liquidators, administrators, legal representative.
  - 1.3 First Party's Share shall mean 45.00% of the Saleable Area in complete standard form, distributed on each floor in each building together with 45.00% parking space both covered and uncovered on the said land as per approved plan by DMC and RERA Dhanbad or any other competent authority empowered to do so. (The right of use of the common portions and/or common facilities in the proposed building and proportionate right in the land over which the proposed building is constructed.

Sanjay Kumar  
Shilpi Kumar  
Brij Nandan Sh  
S. P. Singh

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A. Kumar  
Managing Director

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A. Kumar



Sanjay Kumar Sharma  
Shilpi Kumari  
Brij Nandan Sharma  
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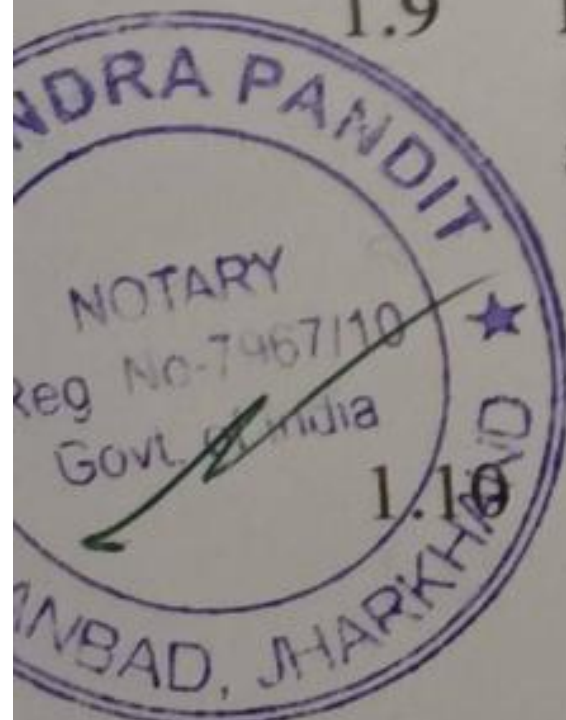
A. Verma  
Managing Director

Subscribed by  
A. Sharma  
Adv.

- 1.4 Second Party's Share shall mean 55.00% of the Saleable Area, in complete standard form, distributed on each floor in each building together with 55.00% parking space both covered and uncovered on the said land as per approved plan by DMC and RERA, Dhanbad or any other competent authority empowered to do so. (The right of use of the common portions and/or the common facilities in the proposed building and proportionate right in the land over which the proposed building is constructed).
- 1.5 Land shall mean the land more particularly described in Schedule A of this agreement.
- 1.6 DMC shall mean Dhanbad Municipal Corporation, Dhanbad, Dist.- Dhanbad.
- 1.7 Architect shall mean Architect or Architects as may be appointed from time to time for the project at the said premises by the part of the Second part.
- 1.8 Proposed Building or Building or Buildings shall mean and include the multi-storied commercial-residential complex/building proposed to be constructed by the second party on the said land, in conformity with the Building Plan as approved and sanctioned/revised sanctioned by DMC or a competent authority constituted and empowered for the said purpose.

1.9 Building Plan shall mean such building plan to be approved/sanctioned/revised by DMC and RERA or a competent authority empowered to do so.

1.10 Saleable Space or Saleable Area shall mean the residential units/flats shops/office/servant quarter/store room/ exclusive terrace earmarked for



Sanjay Kumar Sharma  
Shilpi Kumari  
Brij Nandan Sharma  
Brijendra

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Managing Director

flats on top floor, car/motorcycle parking space in proposed multi-storied building.

1.11 Common Areas/Portions and installation shall mean and include the common parts and/or portions and/or facilities in the proposed building which are meant for common use and enjoyment of the different owners and/or occupiers of the proposed building including those mentioned in the Schedule C, common green belt, passage, corridors, staircase, lobbies, driveway, electric room, passenger & material lifts, watchman room/both, light, electrical fixtures in common area, common lavatories, pump room, tube well, overhead water tank, water pump and motor and any other facilities which will be provided by the developer in all buildings.

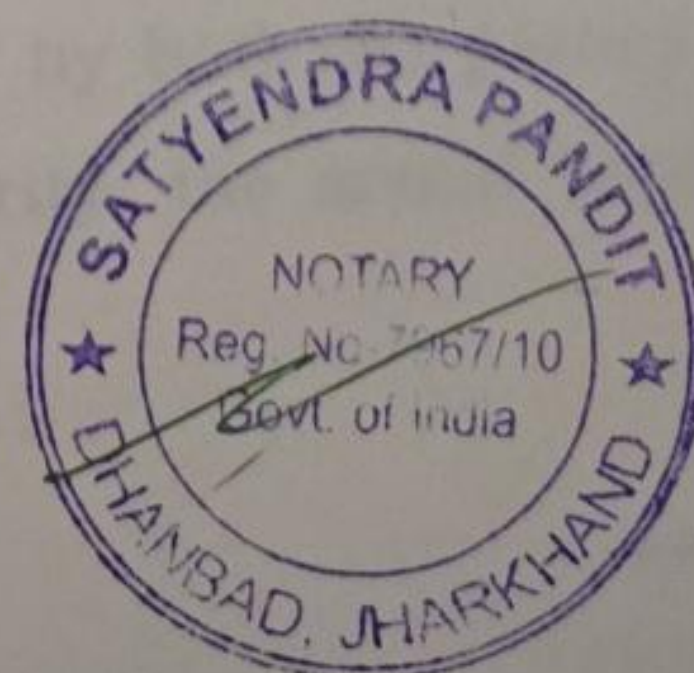
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Brijendra  
Adv.

1.12 Common Roof Area shall mean the demarcated portion of the roof over the top of the Building measuring along with the Lift Machine Room on such roof and the water tank on such roof, which only shall form part of the common portions. The exclusive private roof or any part or portion thereof shall not form part of the common portions under any circumstances.

1.13 Covered Area/Areas shall mean the built up area including water tank and share of stair case, passage, lift and other common facilities.

1.14 Service Organization shall mean a society, body or association framed by the second party in constitution with the buyers/ flat owners to take over the charge for management/administration and /or provision of the common facilities in the building.

1.15 Singular shall include the plural and vice versa.



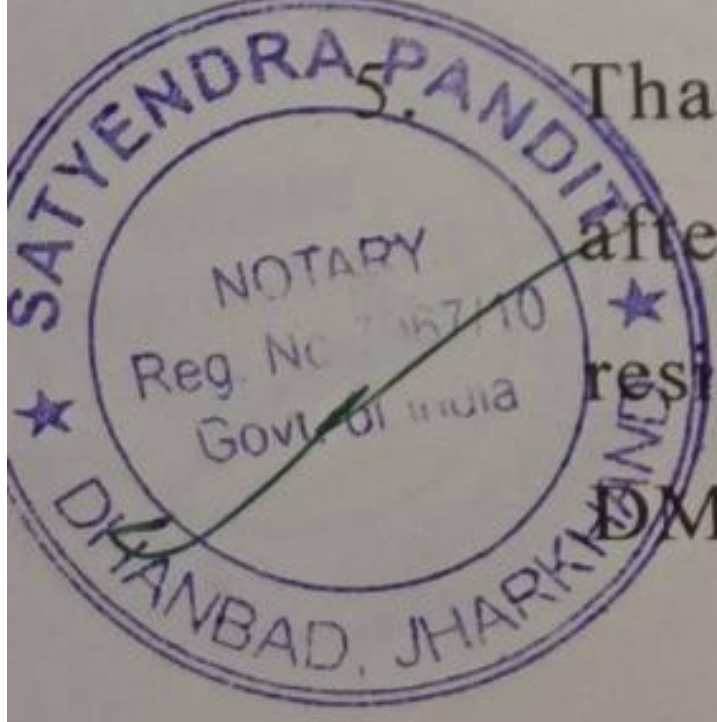
Sanjay Kumar Sharma  
Shilpi Kumari  
Brij Nandan Sharma  
Vishal Singh

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A. Verma  
Managing Director

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[Signature]

- 1.16 Masculine shall include the feminine and vice versa.
2. The Party of First party hereby agrees to appoint and do hereby appoint the party of Second Part as Developer/Promoters for construction of the proposed buildings at the said land on the terms and conditions hereinafter contained. The said appointment of the Developer shall be irrevocable by the Owners save as elsewhere herein contained.
3. That, the Second Party shall get the building plan prepared through a reputed Architects/Engineer or planner along with supporting plans such as structural plan, electrical plan, sewerage plan etc. shall get the said plans duly approved by the appropriate authorities at its/theirs own cost and expenses.
4. That the plan so prepared, if required during or after sanction may be modified, revised and/or altered according to Developer's choice (Second Party) or the need as may so occur in future for feasibility of the project; that, it is being agreed upon by the parties that if any such construction which is allowed under the provisions of existing building by-laws that is not shown in the approved plans and is being proposed to be incorporated at any stage of the construction then such a construction could be done by forwarding, an application to the competent authority or any other regulation notified by the Government from time to time;

That, it has been agreed by and between both the parties that after the building plans for construction of the commercial and/or residential complex/buildings are approved by both the parties and DMC and RERA or any competent authority, the actual Saleable





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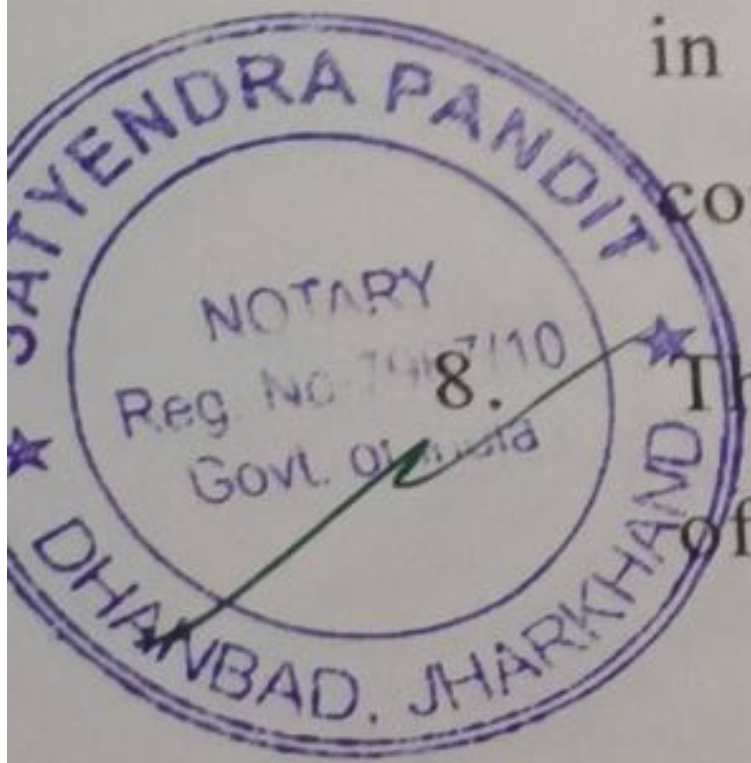
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Area along with the common rights shall be divided vertically into two parts from top to bottom, on floor to floor basis, including the exclusive terrace earmarked for flats of the top floor comprising 45.00% and 55.00% respectively. For such a division, a separate **Agreement of Division** will be executed after sanction of the plans amongst both the parties which shall be treated as part and parcel of the Agreement for Development.

6. The First Party shall be entitled to retain the said 45.00% of the Saleable Area towards realization of value of its land and the Second Party shall be entitled to retain the said 55.00% towards reimbursement of the cost of construction, expenses and all other charges incurred by it in construction of the buildings. The First Party irrevocably agrees with the Second Party to execute the agreements to sell, assign, transfer in any manner whatsoever with or without possession in respect of the share of the Second Party's area of the building along with rights in the land underneath, in favour of any prospective buyer or' any person nominated and/or informed by the Second Party at any time or from time to time;

7. That the responsibility for payment of all costs of installation of electricity connection, generator connection, municipal and property taxes, rates, fee, duties, levies shall be that of the Owner and Builder in proportion to their allocation of 45.00% and 55.00% after completion of the project;

8. That it is agreed that both the parties shall mutually decide the name of the project / buildings. It is agreed that the Second Party and/or



Sanjay Kumar Sharma  
Shelpi Kumari  
Brij Mohan Sharma  
Safat Gopal

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Managing Director

the First Party shall incorporate a clause in their respective documents so that successor-in-interest do not change the name of the project / building once the same is completed or anytime thereafter;

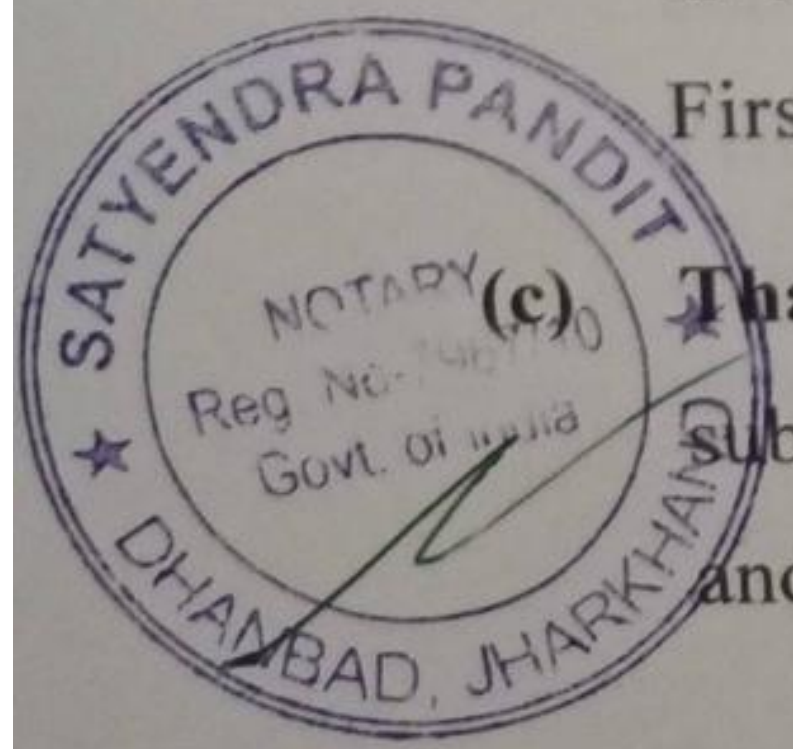
9. That the remaining 55.00% Saleable Area excluding the First Party's allocation shall be transferred/sold to various intending buyers by way of recognized mode of conveyance by the Second Party without any objection and concern of the First Party.

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10. That the parties of both part, during the course of construction of the building shall be at liberty to receive advance or full payment of the saleable units, flats and services etc. falling in its/their share from the respective buyers at any time according to its/their own convenience and/or need;

11. (a) That, in case any legal litigation raised by a third party regarding ownership of land, the same shall be referred to the First Party exclusively for clearance of the litigation whatsoever and under no circumstances the Second Party should be involved in such litigation;

(b) That, in case such legal litigation prolongs for more than three calendar months resulting in stoppage / break of development work and holding the Second Party from progress in the said project, an arbitrator may jointly be appointed by the First and Second Party to determine the cost of Investment on the said project which may be recovered from the First Party by the Second Party;



That, in such case as seen in sub clause (a) above and after invocation of sub-clause (b) above, the Second Party shall have no further legal right and/or say on the subject matter of land and the investment in the form

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Shilpi Kumari  
Brij Nandan Sharma  
Safar Singh

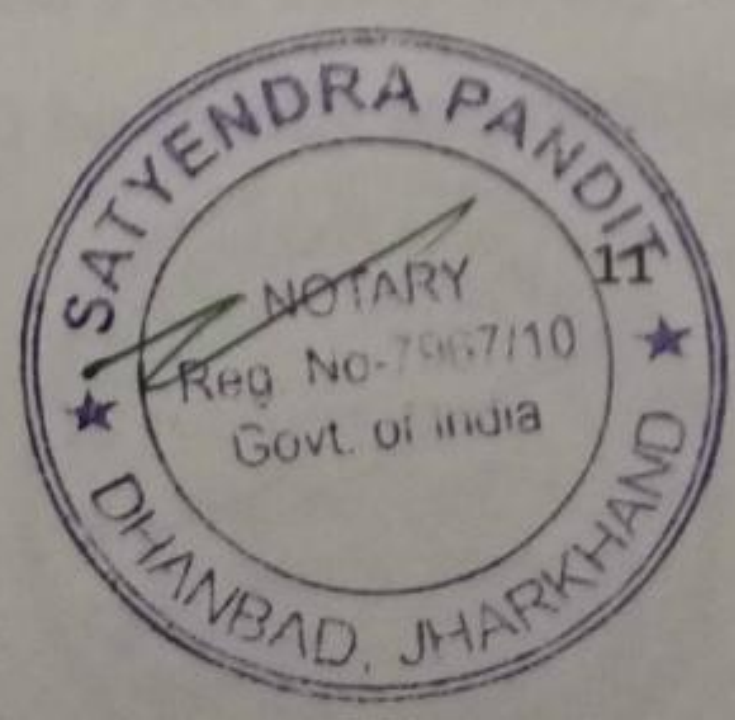
ASHISH ANAND INFRA TECH INDIA PVT. LTD.  
A. K. Karmar  
Managing Director

of building structure, fixtures, etc. belonging to the First Party and all previous agreement shall be rendered null and void;

12. That, it also agreed that all the common amenities and facilities like entrance gate, gardens, common parking spaces, open spaces, staircase, common roof, lift, sewer line, security etc., except reserved parking and reserved roofs shall remain common for all occupants of the units in the complex and the maintenance charges towards common facilities and amenities shall be charged only after the area is handed over to the first party/buyer's.

Subscribed by  
Safar Singh

13. That it also agreed that the First Party shall simultaneously execute Registered **General Power of Attorney** in favour of **ASHISH ANAND INFRA TECH INDIA PVT. LTD.** Properties in the name of its partners/authorized representative for getting all the necessary sanctions, allocations as may be required for construction of the building including rights of getting water, electricity and telephone connection. The Second Party shall have a right to book and sell its portions of the Saleable Area and get it registered and shall also have a right to enter into any agreement for sale of its portion by virtue of this attorney. The holder of the said Power of Attorney shall also be entitled to sign and execute the requisite documents on behalf of the First Party for getting necessary approvals from DMC /RERA or any other authority for completion of the project;



Sanjay Kumar Sharma  
Shilpi Kumari  
Brijendra Sharma  
Vishal Kumar

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A. Kumar  
Managing Director

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A. Kumar  
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14. That the Owners hereby nominates, constitute and appoints the Developer as their true and lawful attorney for the purpose of transferring, selling, conveying and/or assigning the Developer's portion of the proposed building and for the said purpose for signing and executing all writings, agreements, conveyances and/or other transfer documents and perfecting such deeds, documents and writings by requisition thereof, if necessary and the Owners do hereby further agree to grant in favour of the Developer such other powers and/or authorities as may from time to time be required by the Developer for the purpose aforesaid.

15. That it is agreed that the Second Party is free to purchase or take on development agreement from other party/parties, any land which is adjacent/connected to the scheduled land. The developers shall be free to develop comprising land taken from other vendor(s)/owner(s) and schedule premises being taken from the owner may be used exit/entry passage or for common usage to other lands acquire from other vendor(s)/owner(s) subject to mutual consent;

16. That the First Party and Second Party have entered into this agreement on principal to principal basis only and nothing contained herein shall be deemed or construed as constituting a service contract or a partnership between the Second Party and the First Party or as a joint venture or a joint adventure between First Party and Second Party nor shall the Second Part. and First Party in any manner constitute an association of persons. Each shall be strictly responsible for its own income tax liability or



Sanjay Kumar Sharma  
Shilpi Kumari  
Brij Nandan Sharma  
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other liabilities, if any, and shall keep the other party thereto indemnified from and against the same at all times;

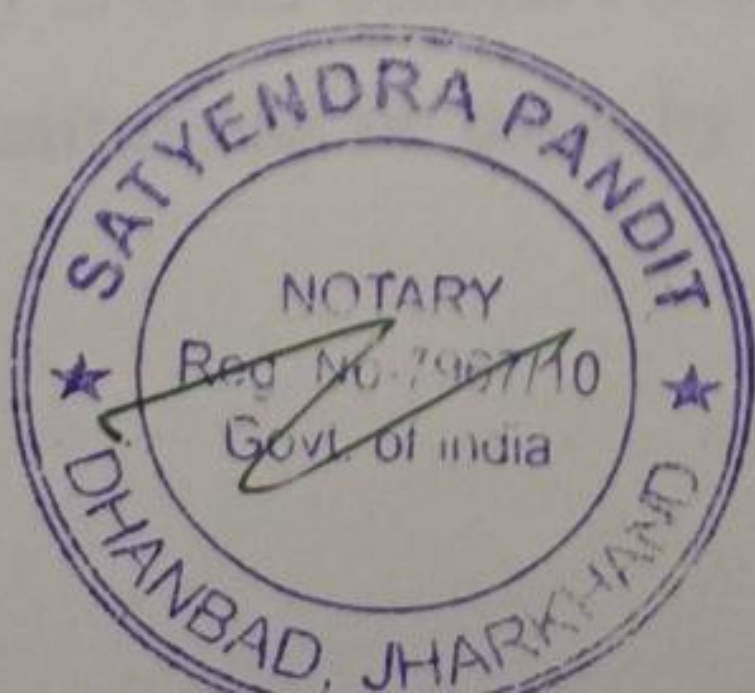
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17. That it has been expressly agreed upon between both the parties that if some area in the proposed complex is altered / reduced / increased, or if the use of the proposed complex, or any part thereof is being changed from residential to commercial or vice-versa at any time either before or after the completion of the project it shall be considered as a mutual decision of both the parties and all the charges if become payable shall be borne by both the parties in their respective sharing ratio;

18. That at the time of division of the built up portions as per the agreed sharing ratio, if any portion remains which cannot be divided beneficially, in such event, both the parties shall have the option to take up such area and compensate the other party or mutually agreed terms;

19. On completion of construction of the proposed buildings, the Owner shall become entitled to exclusive use and occupation of the Saleable Area comprised in the Owner's portion of the proposed buildings and the Developer shall put the Owners in undisputed and exclusive possession thereof and obtain a certificate of possession from the Owners.

**THE PARTY OF FIRST PART DO HEREBY DECLARE AND COVENANT THAT**



Sanjay Kumar Sharma  
Shilpi Kumari  
Brij Nandan Sharma  
B. P. Singh

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A. K. Verma  
Managing Director

a. The First Party are the exclusive owners of the land described in **Schedule A** below and there is no other co-owner(s) or co-sharer(s) of the said land save and except them;

b. Prior to execution of this Agreement, the First Party has not transferred the said land to anybody else nor entered into any other agreement with any other party and the same is free from all encumbrances, charges or litigations and attachments;

c. That **it is further agreed** by the First Party that they will complete formality in respect of succession mutation of the land more fully described in **Schedule A** and the Second Party will assist them to get the same completed. It is also explicitly agreed by the First Party that all expenses viz. land rent, legal expenses etc. for getting the succession mutation completed will be solely borne by them;

d. That it is also agreed by and between both the parties that after getting the succession mutation completed, a General Power of Attorney duly will be executed and registered and an Agreement for Development would be executed and registered with the competent authority;

e. That it is further agreed that if, due to any reason, succession mutation in name of the First Party is not completed within a reasonable time, the Second Party may treat the above under the Force Majeure Clause of this Agreement. In the given situation, the Agreement shall be deemed to be voidable and the First Party will refund the initial security deposit amount;

(i) That the First Party shall handover the original title deed etc. to the Second Party and the Second Party shall have right to secure loans from any financial institutions or bank by mortgaging their specified share of the

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A. K. Verma  
Adv.



Sanjay Kumar Sharma  
Shilpi Kumari  
Brijendra Sharma  
Brijendra

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A. Kumar  
Managing Director

developed property on the land described in Schedule A; however, in no event can any loan be availed by mortgaging any portion of the said land as described in Schedule A in favour of any financial institutions or bank for the purposes of completing the construction of the building proposed to be constructed on Schedule A land;

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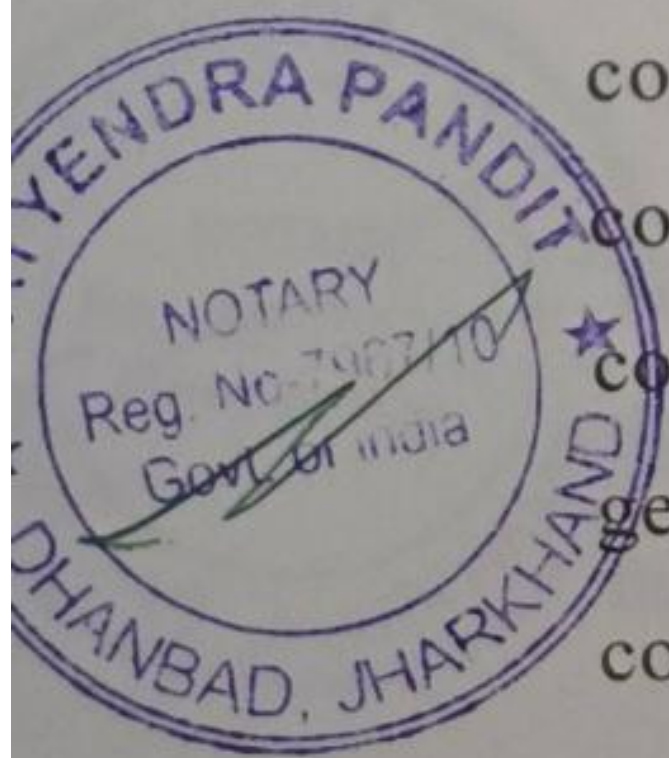
(ii) The Second Party shall use the loan amount only for the purpose of completing construction of the building proposed to be constructed on the land described in Schedule A;

(iii) The second party shall keep the First Party indemnify from the loan Amount which will be taken from the financial Institutions or banks for the purpose of completing construction of building proposed to be constructed on Schedule A land.

g. The First Party hereby assures the Second Party to extend all their cooperation for the development of the said land and for disposal of the proposed units/flats falling to the share of the Second Party to Intending parties or buyers.

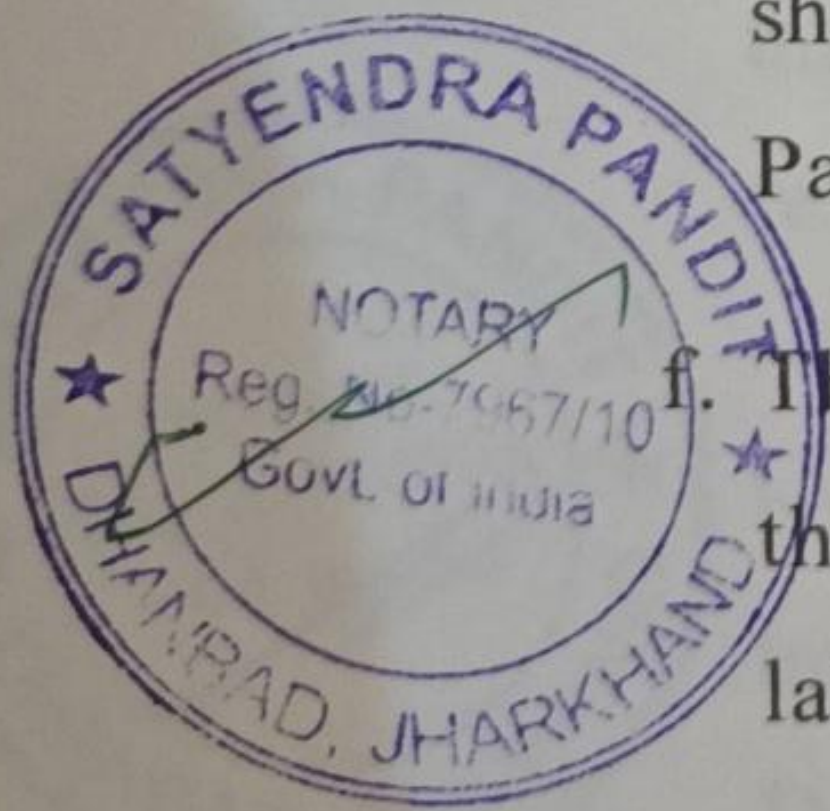
**THE PARTY OF THE SECOND PART DO HEREBY  
DECLARE AND COVENANT THAT**

a. The Second Party shall develop the property of land by constructing and putting a multi storied residential, commercial complex with Independent units with all essential facilities for a comfortable existence at their own cost, expenses and resources after getting all the requisite permissions, sanctions, approvals from the competent authonties and as per the plans sanctioned by the



- ...and in force until completion of the project;
- b. The Second Party shall use all standard quality of building materials and fittings;
- c. The Second Party will be responsible to deliver standard quality of construction, complete the project as per agreed timelines which is 42 months, & 6 month grace subject to delays beyond their control. All materials used would be of standard quality and the construction work shall be as per acceptable Indian standards. However, for more clarity the details of specifications are being given under **Schedule B**. The aforesaid time period will be effective after final approval from DMC and RERA of the said project.
- d. The Second Party shall be entitled to enter Into agreements with Intending buyers and to receive instalments call monies and part consideration amounts and/or full payments from such intending party/buyers against construction and disposal of such units, flats, shops, parking and services, falling to their shares, save and except the First Party's share;
- e. That the Second Party shall *not* dispose off or transfer any units, flats, shops, parking and services falling to the 45.00% share of the First Party;
- f. That the Second Party undertakes the responsibility to supervise the construction activities, appoint architect, skilled or unskilled labours and other experts in civil construction at their own cost and

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expense and shall pay them remunerations to discharge them as and when necessary;

g. that whatsoever expenses incurred towards construction of the proposed building including payments to labours, purchase of materials, and other fittings, install services, etc. Shall be borne by the Second Party;

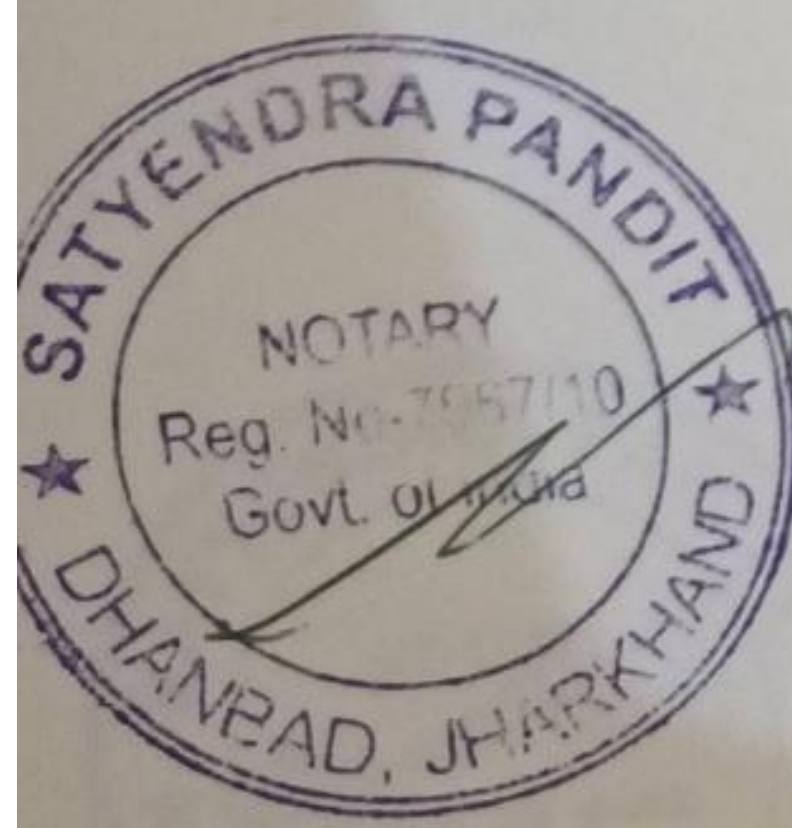
h. The Second Party shall take all responsibilities for construction of the proposed building, any untoward Incident / accident at site, mis-happening or any other claim related to construction, as from the date of this Agreement of by a third party.

i. As from this date of this Agreement for Development, the Developer be put In exclusive and vacant possession of the said premises In terms of these presents; all outgoings in respect of the said land shall be the liability of the Developer and the Developer agrees to pay and bear the same absolutely and punctually and Developer agrees to keep the Owner saved, harmless and indemnified In respect thereof and all claims, demands, costs, expenses, actions and proceedings arising due to non-payment thereof, including payment of any fine or penalty Imposed by any Authority on account of any construction made by the Developer In deviation of the Sanctioned Plan and the resultant loss arising there from as also any levy imposed by or any other Statutory Body or the Government for the development or betterment of the locality In which the proposed multi storied building is to be constructed will be borne and be on account of the Developer.

Sanjay Kumar Sharma  
Shilpi Kumari  
Brij Nandan Sharma  
B. B. Mishra

ASHISH ANAND INFRA TECH INDIA PVT LTD  
A. K. Lema  
Managing Director

Identified by  
A. K. Lema



**THAT THE PARTY OF THE FIRST PART AND THE PARTY OF THE SECOND PART DO HEREBY DECLARE AND ADMIT AS FOLLOWS**

- a. Neither of the party shall sell and/or transfer the share of the proposed construction/building/units/flats etc. of the other party, to any party or parties;
- b. No construction shall be done beyond approval of the sanctioned and approved building plan. In case the Second Party obtains the approval for any further floor/area, during or after the completion of the project, in that event the Second Party may construct on the vacant floors at their discretion and risk and shall be liable to handover to the First Party newly constructed area amounting to 45.00% of such construction;
- c. The Second Party shall deliver 45.00% share out of the built up area In the proposed building to the First Party of the Schedule A land. In case the Owners' allocation is found to be more than 45.00% in the proposed buildings, the Owner shall pay the price of the excess area to the Second Party as per prevailing government rates. On the contrary if the area is found to be less than 45.00% then the Second Party shall pay the price of such lower area to the Owners 45.00% as per government rates. **Government** Rate shall be taken at the time of finalizing the Agreement of Division entered into separately;



ASISH ANAND INFRA TECH INDIA PVT LTD  
A. Kumar  
Managing Director

Sanyal Kumar  
B. S. Wadanshankar  
B. S. Wadanshankar

Identified by  
A. Kumar

- d. The parties shall be fair and honest to the terms and conditions of this Agreement for Development;
- e. The parties shall put their sincere efforts for the success of this project, which however shall never constitute or deem to be constituted as any partnership between the parties;
- f. The electricity power connection obtained in the proposed buildings from the Government as may be installed shall be borne by the unit/flat buyers and the First Party thereof In proportion to their respective share in the proposed buildings. However, electrification for the common area of the buildings shall be provided by the Second Party for operation of common lighting, water pumps, elevators, etc.;
- g. The Second Party shall construct the proposed buildings as per specification given In Schedule B of the Agreement. For any other extra work or alteration or modification other than specification, or replacement of fittings, requested by the First Party or the unit/flat/shop buyers, such extra cost shall be borne by the unit/flat/shop buyers and/or the First Party as the case may be;
- h. The Second Party shall make advertisement by way of publication In newspaper, display board or through media etc. to market and sell the Developer's share to the Intending parties/buyers; it is also agreed by and between both the parties that the Second Party shall be entitled to display their board at the project site and will be free to advertise the project In what so



ASHISH ANAND INFRA TECH INDIA PVT LTD  
 Managing Director  
 A. Kumar

Set out by  
 [Signature]

Sony Kumar  
 Shipi Kumar  
 Brs Nand Lal Sharma  
 [Signature]

Sanjay Kumar  
Shipi Kumar  
Brijendra Sharma  
G.M. Goff

ever manner it deems fit and necessary and as and when required at their own cost and expenses;

i. The Second Party shall be entitled to raise fund from the intending buyer(s) or through its own source at Its own risk and terms;

j. The Second Party shall have the power to execute and register the sale deed(s) In favour of the Intending buyer(s)/ parties, with the necessary terms and conditions as required under the law;

k. The parties hereto shall save harmless and keep indemnified each other against any loss/damage/incident suit or proceedings;

l. In case any of the parties expires during the period of construction or before the completion of the project as stated herein, the legal heirs of such deceased shall be substituted in place of the deceased;

m. The parties hereof Including their respective heirs and successors in office shall be bound by the terms and conditions of this agreement and any other terms as may be amended;

n. Maintenance of the common facilities shall be the joint responsibility of all the units/flat owners and occupiers and shall be charged only after the area is handed over or completed, but the maintenance of the internal flat and facilities shall be maintained and borne by the Individual unit/flat owners; and

o. All the maintenance charges, licence fee and any form of State & Central Government taxes, levies & charges, including

Identified by  
*[Signature]*



Service Tax etc. of the Owner's allocation shall be borne by the Owner and shall be paid progressively to the Second Party.

### MISCELLANEOUS TERMS

a. Force Majeure: Neither Party shall be liable for any default or delay in the performance of its obligations when such default or delay is due to any defect in the title of the Owners or due to any boundary dispute with the neighbour, family members or stay/Inspection order of the Court and the time consumed in clearance of all mentioned hurdles shall not be counted in the Stipulated Period; similarly any default or delay due to any contingency beyond its reasonable control including, Acts of God, epidemic, cyclone, flood earthquake, drought, fire, explosion, atmospheric disaster, war, riot, revolution, change of law or regulations, or any similar causes and the time consumed In clearance of all mentioned hurdles shall not be counted In the Stipulated Period. It Is clarified that denial or refusal or any Consent by any Governmental Authority shall not constitute a Force Majeure event. A Force Majeure event shall suspend the execution of the affected Party's obligations hereunder for the duration and to the extent of their effects. In the event of a Force Majeure event referred to In this Clause, the Party affected by such Force Majeure event shall at once inform the other Party of the nature and probable duration of the Force Majeure event and both the Parties shall take all reasonable measures to limit the consequences of the Force Majeure event to a minimum.



ASHISH ANAND INFRA TECH INDIA PVT LTD  
R Kumar  
Managing Director

Debit Card  
R Kumar  
Adv.

Sanyal Kumar Sharma  
Shilpi Kumar  
Biswas Nandakumar  
R Kumar

b. Notices: All notices or order communications which are required or Permitted hereunder shall be in writing and shall be sufficient delivered or mailed by registered or certified mail, postage prepaid, or faxed (but then immediately confirmed by mailing of the original) at the addresses set forth in the heading of this Agreement or such other address as the appropriate Party may advise the other Party.

c. Publicity: The understandings recorded In this Agreement shall be kept confidential by the Parties and no announcement or statement to the press or circular relating to any matters In this Agreement shall be made or issued by or on behalf of any of the Parties, without prior written approval of the other Party, which approval shall not be unreasonably withheld or delayed, except If any such announcement or circular is required under any Legal Requirement or by any Governmental Authority.

d. **Entire Agreement:** This Agreement, the Schedules hereto and the agreements specifically referred to herein constitute the entire agreement among the parties and supersede all prior agreements and understandings, oral and written, among the Parties In connection with the development of the land as described In Schedule A. In the event there is any conflict between such other agreements and any term or condition contained In this Agreement, this Agreement shall prevail.

**Severability:** If any provision of this Agreement shall be waived or held invalid, Illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not



ASHISHANAND INFRA TECH INDIA PVT LTD  
A. Kumar  
Managing Director

Satendra Pande  
Notary Public

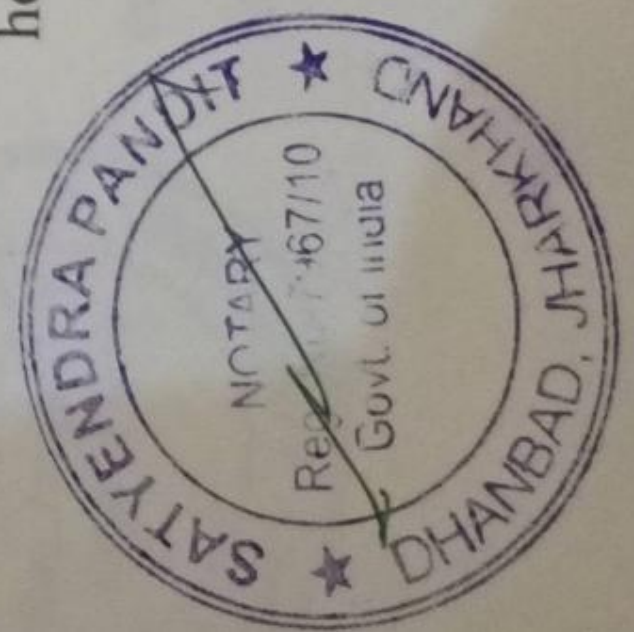
Satyam Kumar  
Shipi Kumar  
Brij Nandan Sharma  
Ajay Kumar

be affected or Impaired thereby. Instead, this Agreement shall be construed, if possible, in a manner to give effect by means of valid, legal or enforceable provisions to the intent of the parties to the particular provisions held to be invalid, illegal or unenforceable and. In any event, all other terms shall remain in full force and effect.

f. **Binding nature:** This Agreement shall be binding upon, and shall Inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

g. **Amendment, Modification and Waiver:** This Agreement may be modified, amended or supplemented only by mutual written agreement of the parties. any party may waive or delay the performance of any condition Intended for Its benefit. Each amendment, modification, supplemental or waiver shall be in writing signed by the party or parties to be charged. any modification or amendment to the terms of this Agreement shall be valid only if it is reduced to writing and signed by or on behalf of each Party. The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law shall not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement prevents further exercise of another right or remedy.

h. **Assignment:** No party may assign or transfer or purport to assign or transfer this Agreement, in whole or in part, or any rights or obligations hereunder, without prior written consent of the other party.



*Satyendra Pandit*  
Notary Public

Sanyal/Kumar/Singh  
Shri P. Kumar  
Brijendra Sharma  
Brijendra Sharma

Sanjay Kumar Sharma  
Shilpi Kumari  
Brijendra Sharm  
Brijendra Sharm

ASHISH ANAND INFRA TECH INDIA PVT LTD  
A. Kumar  
Managing Director

I. **Cumulative Rights:** The rights and remedies of the parties contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

J. **Further Acts and Assurances:** Each Party agrees to execute and deliver all such further Instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to perform the provisions of this Agreement.

k. **Reference to Arbitration:** All disputes and differences arising in connection with this Agreement shall, to the extent possible, be settled amicably by prompt good faith, negotiations between the representatives of the parties. In default of such amicable settlement within fifteen (15) days of the commencement of discussions, the dispute shall be finally settled under the provisions of the Indian Arbitration and Conciliation Act, 1996 by sole arbitrator, appointed in accordance with said Rules, whose decision the parties shall recognize and respect as final and binding upon the parties without any right of appeal or review on any grounds whether in law or equity before any Judicial or government body. Any such arbitration proceeding shall be held In Dhanbad, District Dhanbad, in the State of Jharkhand.

I. **Submission to Arbitration:** Each party recognizes the right of the other of the Party to petition any competent court for an order to confirm or enforce any arbitral decision rendered pursuant to the terms of this Article and agrees to submit to the jurisdiction of any such competent court to which such a petition has been made. Each Party further agrees that it shall not commence to or maintain any suit or legal

Identified by  
A. Kumar





Sanjay Kumar Singh  
Shilpi Kumari  
Brijnandan Shetty  
Vishal Singh

ASHISH ANAND INFRA TECH INDIA PVT. L  
A. Kumar  
Managing Director

proceeding concerning a dispute hereunder until such dispute has been finally settled In accordance with the arbitration procedure provided for herein and then only for enforcement of the arbitral award, if any.

m. **Injunctive Relief:** Notwithstanding the aforesaid, either Party shall have the right to Institute judicial proceedings against the other Party or any one acting through or under such Party In order to enforce the Instituting Party's rights hereunder through specific performance, Injunction or similar equitable relief.

n. **Jurisdiction:** The Court of Dhanbad, District Dhanbad, in the state of Jharkhand alone shall have Jurisdiction to try any case arising out of this agreement.

**SCHEDULE -A**

All that piece and parcel of land situated in Mouza- Dhanbad No.-51, Khata No.-135, Plot No.- 2220 and 2221, area 19 Khatas out of which 16 Khatas of Land, Butted and bounded as follows :-

- North :- Gali
- South :- 30 Feet Wide Govt. Road
- East :- Gali
- West :- 25 Feet Govt. Road.



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

Signature of the First Party

1. Sanjay Kumar Sharma
2. Shilpi Kumari
3. Priyanka Sharma
4. Garima

Signature of the Second Party

1. ASUSHANAND INFRA TECH INDIA PVT LTD  
A. Kumar  
Managing Director
2. \_\_\_\_\_

Witnesses :-

1. Lokesh Sharma  
Son of Shobhi Sharma  
Rajesh Nagar Road No 17
2. \_\_\_\_\_



Satendra Pandit  
Notary (Dhanbad) 26

Authorised  
u/s 297 (1) (c) of the Cr. P.C. 1973  
(Act No 11 of 1974) & u/s (B) (i)  
of the Notaries Act 1952  
(Act No 53 of 1952)

**SCHEDULE-B**

**(Specifications)**

**Building structure**

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

**Walls**

- \*Internal: finished with Plaster of Paris and coated with single coat primer
- \* Exterior: furnished with Weather coat paint

**floorings**

- \* Designer vitrified tiles/Marble flooring in all Rooms & living areas
- \*Granite finished/Marble/Ceramic tiles flooring In all Common Areas of the Building
- \* Chequered tiles/equivalent flooring for parking lot
- \* Anti skid tiles flooring for Kitchens & Bathrooms

**Doors**

- \*32 mm thick OST Rush door shutters
- \*All door frames using quality Sal wood
- \* Main door shutter with one side laminations and with mortised locks

**Windows**

- \* Two Track Anodized Pewter Coated Aluminium sliding windows

**Kitchen**

- \* Pre polished granite slab with edge platform with stainless steel sink IV Dado up to 2 feet above the counter along with provision of exhaust fan IV Provisions for fixing water purifier and electric chimney

**Toilet**

- \* Designer tiles with A class sanitary/CP fittings and Dado up to full height or 7 feet

Sanjay Kumar Sharma  
Shilpi Kumari  
Bris Nandan Sharma  
Bris Nandan Sharma

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ASHISH KUMAR INFRA TECH INDIA PVT. LTD

A. Kumar  
Managing Director

Identification by  
ASIS

\* Provisions for exhaust fans & geysers

**Electrical**

\* An electrical wiring in concealed conduits with standard make  
\* wires Switches of Anchor/Havell's or equivalent IV ELCB) and MCB  
In all units/flats

**Accessories**

\* Points for televisions and telephone In the living Room and  
Master Bedrooms IV Points for Installation of air conditioners in  
Living Room and all bedrooms IV Provisions of Installation of  
Washing machine

**Lift**

\* Most modern lift with permanent texture paint

**Power Backup**

\* Silent Diesel Generator for standby power supply for common  
area lighting, lift, water pump and in each unit/flat/commercial  
unit at extra cost

**Common Amenities**

\* Decorative entrance lobby  
\* Children's Play Area and Landscaping, wherever possible  
\* Round the clock security

**at extra cost shared equally**

Sanjay Kumar Sharma  
Shilpi Kumar  
Bris Nandan Sharma  
Brahmi

AGUSHANNO INFRA TECH INDIA PVT. LTD.

A. Kumar  
Managing Director



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Brahmi