



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Jharkhand

## e-Stamp

Certificate No. : IN-JH31090807734325S  
 Certificate Issued Date : 11-Aug-2020 04:33-PM  
 Account Reference : SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB  
 Unique Doc. Reference : SUBIN-JHJHSHCIL0147047472773811S  
 Purchased by : SARVDEEP SINGH  
 Description of Document : Article 5 Agreement or memorandum of an Agreement  
 Property Description : AGREEMENT OF DEVELOPMENT  
 Consideration Price (Rs.) : 100  
 (One Hundred only)  
 First Party : MS SHIV BUILDER  
 Second Party : UPENDRA KUMAR GUPTA  
 Stamp Duty Paid By : MS SHIV BUILDER  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)

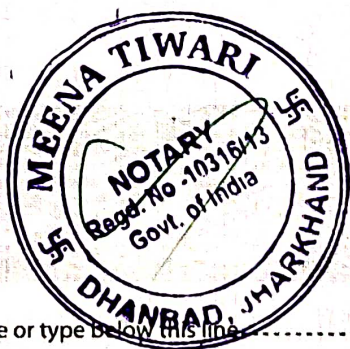
*Ag. Sarvdeep Singh  
Sarvdeep Singh*

*Kanishk Singh*

*Upendra Kumar Gupta*

21 SEP 2020

Date.....



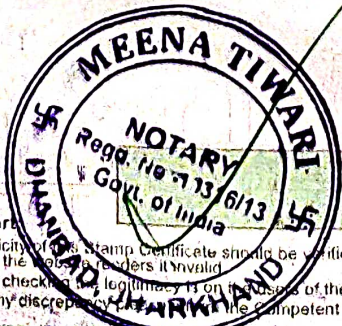
NOTARY  
DHANBAD

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M/S. SHIV BUILDERS  
Partner  
Manna Singh

### DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is made on this 14<sup>th</sup> day of August,  
(2020) Two thousand twenty.



**BETWEEN** **RS** 0002269194

**Statutory Alerts**

1. The authenticity of the e-Stamp Certificate should be verified at "www.shcilstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the purchaser of the certificate.
3. In case of any discrepancy, the competent Authority.



M/S. SHIV BUILDERS  
Partner

1) **UPENDRA KUMAR GUPTA** son of Late Hiralal Gupta, residing at Sachdeva Colony, Joraphatak, P.O. Dhansar, P.S. Dhanbad, Jharkhand.

2) **Rajiv Ranjan Singh** son of shri Ram Darsan Singh residing at Carmel School Road Jharudih, P.O. Dhanbad, P.S. Dhanbad, Jharkhand.

3) **Ashutosh Kumar Jha** son of late Gabish Chandra Jha residing at behind Dani Nath Mandir, Polytechnic Road, Jharudih P.O. Dhanbad, P.S. Dhanbad, Jharkhand.

4) **Surya Nath Upadhyay** son of Late Vishwanath Upadhyay, residing at Radha Niwas, Shakti Mandir, Joraphatak, P.O. Dhansar, P.S. Dhanbad, Jharkhand.

5) **Prakash Kumar Gawri** son of Late Lekh Ram Gawri, residing at B.M. Agarwalla Colony, P.O. Dhansar, P.S. Dhanbad, Jharkhand herein jointly called and referred as **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject, or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns)

**AND**

**M/S. Shiv Builder a partnership firm having its partner 1) Sharwan Singh** son of Late Ram Anuragh Singh residing at Anugarh Nagar P.O. Dhansar, P.S. Dhanbad, Jharkhand and 2) **Munna Singh** son of Late Amalhari Singh residing at Bhagabandh, Bhaga Dhanbad as **SECOND PARTY/DEVELOPER**

which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, legal representatives, Trustees and assigns) of



Surya Nath Upadhyay

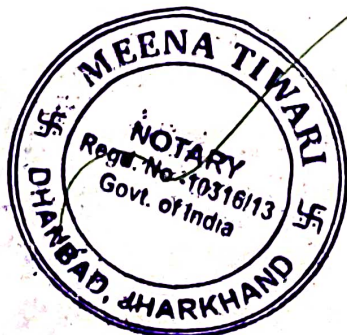
Ashutosh Kumar Jha  
Rajiv Ranjan Singh  
Prakash Kumar Gawri

the **SECOND PART.**

**WHEREAS** the aforesaid Land Lords/owners ( No.1 to 4) purchased the 4 Cottahs of land at Bhelatand under plot no.735 khata no 30 Mauza No,89 purchased vide deed no.5828 dt.25.08.2018 from Sri Gopal Chouhan and land lords/owners(No.5) purchased the 6 Cottahs of land at Bhelatand under plot no.735 khata no 30 Mauza No89 vide deed no.7831dated 19.08.2005 from Sri Sita Ram Gope and others Total land admeasuring 10(Ten) Cottahs.

**AND WHEREAS** the party of the first party/Owners being desirous of developing the said premises by construction of new building for residential use and for that purpose the parties of the First Part have entered into this Agreement with the **Shiv Builder** the party of the **Second Part** a partnership firm having its office at **Anugarh Nagar** P.O. Dhansar, P.S. Dhansar, Jharkhand, represented by its **Partner Sharwan Singh and Munna Singh** who has offered to develop the "said premises" at its own costs, expenses, risks and consequences and on such terms and conditions as mentioned hereinafter.

**NOW THIS AGREEMENT WITNESSETH** and is hereby agreed by and between the parties hereto as follows:-



M/S. SHIV BUILDERS  
*[Signature]*  
Partner

M/S. SHIV BUILDERS  
Munna Singh  
Partner

*[Signature]*  
Duryee Nath Upadhyay

*[Signature]*  
Ashutosh Kumar Singh

*[Signature]*  
Ranjiv Raj Singh

*[Signature]*



**ARTICLE -1**  
**DEFINITIONS**

Unless in these presences it is repugnant to or inconsistent with the context:- **OWNERS:** shall mean named **1) UPENDRA KUMAR GUPTA** son of Late Hiralal Gupta, residing at Sachdeva Colony, Joraphatak, P.O. Dhansar, P.S. Dhanbad, Jharkhand.

**2) Rajiv Ranjan Singh** son of shri Ram Darsan Singh residing at Carmel School Road Jharudih, P.O. Dhanbad, P.S. Dhanbad, Jharkhand.

**3) Ashutosh Kumar Jha** son of late Gabish Chandra Jha residing at behind Dani Nath Mandir, Polytechnic Road, Jharudih P.O. Dhanbad, P.S. Dhanbad, Jharkhand.

**4) Surya Nath Upadhyay** son of Late Vishwanath Upadhyay, residing at Radha Niwas, Shakti Mandir, Joraphatak, P.O. Dhansar, P.S. Dhanbad, Jharkhand.

**5) Prakash Kumar Gawri** son of Late Lekh Ram Gawri, residing at B.M. Agarwalla Colony, P.O. Dhansar, P.S. Dhanbad, Jharkhand herein jointly called and referred as **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject, or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns)

**DEVELOPER:** shall mean named **M/S. Shiv Builder** a partnership firm having its partner **1) Sharwan Singh** son of Late Ram Anuragh Singh residing at Anugarh Nagar P.O. Dhansar, P.S. Dhanbad, Jharkhand and **2) Munna Singh** son of Late Amaldhari Singh residing at

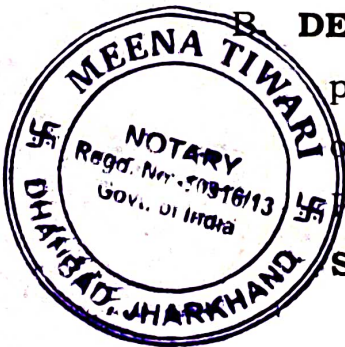
M/S. SHIV BUILDERS

Partner

M/S. SHIV BUILDERS

Munna Singh

Partner



Surya Nath Upadhyay

Ashutosh Kumar Jha

Rajiv Ranjan Singh

Sharwan Singh



Bhagabandh, Bhaga Dhanbad as **SECOND PARTY/DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, legal representatives, Trustees and assigns)

M/S. SHIV BUILDERS  
Partner

C. **PROPERTY:** shall mean **ALL THAT** piece and parcel of land measuring 10(Ten) Cottahs Of land at Bhelatand, Mouza Bhelatand Schedule - A hereunder written.

D. **BUILDING:** shall mean the proposed Multi storied Building to be constructed in accordance with the plan to be sanctioned by Dhanbad Municipal Corporation/MADA and subject to permission and approval of other appropriate authorities to construct the said building and shall include other spaces, homestead for the enjoyment of the building by its occupants as may be agreed upon. The proposed building will be **multistoried** and each floor will be consisting of flats/units measuring various sq. ft. for residential purpose.

E. **OWNERS'S ALLOCATION:-**

As per the plan sanctioned by the competent authority of the proposed new building the first party/owners shall be entitled to get their respective allocation as follows:-

That the owners shall have 29% share of entire constructed area of the said building.

**THE OWNERS (1 to 4)** have receive a refundable amount of Rs.

M/S. SHIV BUILDERS  
Partner

Murana Singh



*Surya Nath Upadhyay*

*Ashtech Kumar Das*

*Rajiv Rajan Singh*

*Shri. S. S. Singh*



20000/- (Rupees Twenty Thousand Each) and **owners (5)** has receive a refundable amount of Rs.80,000 (Rs.Eighty Thousand only) from the Developer as per details below in at the time of execution of this Agreement the receipt whereof the first party do hereby admit and acknowledge.

Cheque No.	Date	Amount	Bank	Name
1. 27705	14.8.20	20,000/=	S.B.I Dhn.	Upendra kr.gupta
2. 27706	14.8.20	20,000/=	S.B.I Dhn.	Rajiv Ranjan Singh
3. 27707	14.8.20	20,000/=	S.B.I Dhn.	Ashutosh Kr. Jha
4. 27708	14.8.20	20,000/=	S.B.I Dhn.	Surya Nath Upadhaya
5. 030152	14.8.20	80,000/=	Bank Of India Dhn.	Prakash KR.

Gawri

Further to this the developer shall pay an amount of Rs.3,80,000/=(Rs. Three Lac Eighty Thousand) only to the owners no.1 to 4 against their expenses which shall be non adjustable/refundable.

#### F. DEVELOPER'S ALLOCATION:

As per the plan sanctioned by the competent authority of the proposed new building the second party/Developers shall be entitled to get their respective allocation as follows:-

That the Developers shall have 71% share of entire constructed area of the said building.

Separate demarcation of developers and owners respective shares /allocation of area will be finalise and signed by both the parties.

M/S. SHIV BUILDERS

Partner

M/S. SHIV BUILDERS

Manna Singh

Partner



Surya Nath Upadhaya

Ashutosh Kumar

Rajiv Ranjan Singh

Upendra kr.gupta



M/S. SHIV BUILDERS

*[Signature]*  
Partner

M/S. SHIV BUILDERS

Munna Singh

Partner

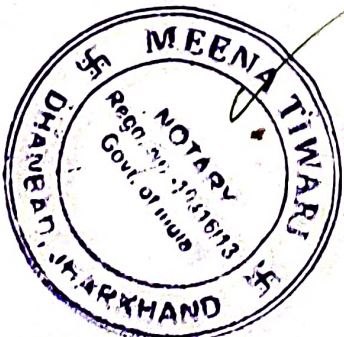
H. **ARCHITECT:** shall mean such Architect or Architects as may be appointed from time to time by the Developer at their own costs and expenses for designing, planning and supervising the proposed building at the said premises.

I. **COMMENCEMENT:** This Agreement shall be deemed to have commenced with effect on and from after plan sanction.

J. **UNIT:** shall mean a separate and self contained area/flats/units intended to be used for residential purpose and shall include any other place to be constructed in the proposed multi storied building and capable of being occupied and enjoyed independently.

K. **SUPER BUILT UP AREA OF THE UNIT:** shall mean the total covered area of the Unit and the flat as certified by the Architect for the time being of the building/s, plus proportionate share of common areas of the said premises, as shall be determined by the Developer in consultation with the Owners and the Architect and aggregate of both shall be deemed to be Super Built up area of the Unit.

L. **PLANS:** shall mean all Building Plans and subsequent revised plans with the maximum available F.A.R, to be sanctioned by the Dhanbad Municipal Corporation/MADA in the name of the Owners, the parties of the First Part at the costs and expenses and guidance of the Developer for the construction of the proposed multi storied building in the said premises and shall include such additions,



*[Handwritten signatures and notes on the right margin:]*  
Durya Nath Upadhyay  
Ashutosh Kumar Sr.  
Kajju Rajan Singh  
Sperdyots



alterations and modification as the Developer may make subsequently upon sanction by the Dhanbad/MADA Municipal Corporation.

M/S. SHIV BUILDERS

Partner

M. **SALEABLE SPACE:** shall mean the built up space of the proposed Multi storied building available for independent use and occupation after making due provisions for common facilities and amenities and the space required thereof, save and except the Owners' Allocation.

N. **ULTIMATE ROOF OF THE PROPOSED BUILDING:** shall be regarded as common portion of the building and the same shall be dealt with under the Provisions of JHARKHAND Govt. Rules.

O. **COMMON AREA :** shall mean and include corridors, stairways, passage ways, drive way, common lavatories, stair cover, pump rooms, roof of the building underground water reservoir, overhead water tank and other areas meant for common use and enjoyment of the buyers/occupants in the said premises.

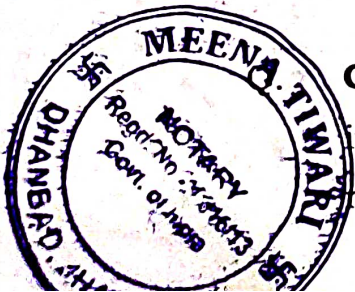
P. **PARKING SPACE:** shall mean and include the open and/or covered space to be demarcated at the ground floor of said the building.

**COMMON FACILITIES AND AMENITIES:** shall mean and include water pumps, overhead and underground water reservoirs, provided in the building in the "said premises"

M/S. SHIV BUILDERS

Munna Singh

Partner



*Surya Nath Upadhyay*

*Ashutosh Kumar Singh*

*Rajiv Rajan Singh*



for common enjoyment of all the buyers/occupants.

- R. **TRANSFEROR:** shall mean the Owners as well as Developer in respect of their respective shares.
- S. **TRANSFeree:** shall mean the person, Firm, Company, and Association of persons or Co-Operative Society to whom any Flat/Unit in the Building is intended to be transferred by the OWNERS and/or DEVELOPER.
- T. **ADVOCATES:** shall mean advocates to be appointed by the Developer.

**ARTICLE - II**  
**CONSIDERATION**

- A. The Owners being desirous to develop the said premises as per plan sanctioned and the Developer relying on the representation made by the Owners as to the right title land interest of the said premises has offered to develop the same by construction of building at their own costs and expenses except that the Developer shall not make any contribution or pay any consideration towards the value of the land in monetary terms. In pursuance of the discussions between the Owners and the Developer regarding the consideration, the related terms and conditions in this regard have been agreed to and mentioned hereinafter.

In consideration thereof the Owners has agreed to transfer

M/S. SHIV BUILDERS

*[Signature]*  
Partner

M/S. SHIV BUILDERS

Munira Sirojki  
Partner



Kajiv Bajansingh  
 Anantosh Kumar Singh  
 Sumner Nath Upadhyay  
*[Signature]*



the proportionate land appertaining to the Developers Allocation, the Developer have agreed to complete the development of the entire said premises by construction of a multi storied building for residential use with all common areas and common facilities and amenities at its own costs, expenses and risks and to handover to the Owners the areas of Owners' Allocation duly constructed by the Developer at its own costs, expenses and risks absolutely free from all encumbrances.

M/S. SHIV BUILDERS  
*[Signature]*  
Partner

- C. Delivery of Owners' Allocation shall form or be deemed to form the adequate consideration for the transfer of undivided proportionate share in the land appertaining to the Developer's Allocation by the Owners to the Developer or its nominees by one or more Deeds of Conveyance.

M/S. SHIV BUILDERS  
Munna Singh  
Partner

**ARTICLE - III**

**OWNERS'S RIGHTS & LIABILITIES**

- 2.1. The Owners are seized and possessed of and otherwise well and sufficiently entitled to the said property and had agreed to make over and/or deliver possession of the same to the developer simultaneously with the execution of this agreement for the purpose of developing the said property on the terms and conditions as stated hereinafter.

That there is no suit or proceedings pending regarding title and/or any portion thereof. The Developer is entering into this agreement relying on the aforesaid representation



*[Handwritten signatures and names:]*  
Durya Nath Upadhyay  
Aswath Kumar Das  
Kapil Kanya Singh  
Aparajita



and/or assurances made by the Owners and acting on good faith thereof.

- 2.3. The Owners hereby grant the exclusive right to the Developer to build and/or construct, demolish the existing building and complete the proposed building for residential and partly for commercial purpose by entering into Development agreement with Power of attorney in accordance with the building plan to be sanctioned by the Municipal authority or with amendment and/or modification made or caused to be made by the Developer strictly in accordance with the rules and regulations of the said authority and complete the said building on the said-property according to the sanctioned building plan issued by the concerned authority.

- 2.4. To obtain the sanction building plan from the Dhanbad Municipal Corporation/MADA the developer has right to appoint one Architect for designing and planning for the said building. After obtaining the said sanctioned building plan, the developer will start the construction works.

- 2.5. The Owners or their legal heirs shall be entitled to sell, transfer or otherwise deal with the Owners' allocation only of the proposed building.

- 2.6. The Owners shall deliver immediate possession of the said property to the Developer with the execution of this agreement to enable the developer to proceed with the sanctioned plan of the proposed building from the Municipal authority.

M/S. SHIV BUILDERS

  
Partner

M/S. SHIV BUILDERS

Munna Singh  
Partner



*Signature*  
Ashutosh Kumar Singh  
Dhanya Nath Upadhyay



2.7. The Owners shall execute a General Power of Attorney in favour of the said Developer to assist the Developer as may be required by the Developer for the purposes of construction of the proposed building in accordance with the sanctioned building plan for residential purpose i.e. to sell the flats along with undivided share of the building to the purchasers.

2.8. That the Owners shall render their best co-operation and assistance to the developer with regard to the proposed development and construction as aforesaid as may be from time to time required.

2.9. That the execution of this presents the Owners have authorized and allowed the developer to put up the notice and signboards therein indicating the proposed development scheme of the developer on the said property.

2.10. That the Owners shall hand over the original deeds, mutation certificate, rent receipt and documents in respect of the schedule property to the developer at the time of execution of this agreement and after completion of said building developer shall hand over the above original deeds, mutation certificate, rent receipt to the respective owners

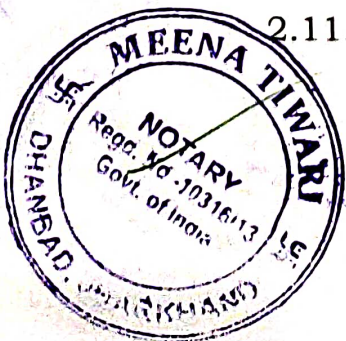
2.11. That it is agreed by both the developer and Owners that the entire construction must be completed within a period of 30 months from the date of sanction of the building plan or obtaining vacant possession whichever is later. But, if the entire construction due to any reason could not be

M/S. SHIV BUILDERS

  
Partner

M/S. SHIV BUILDERS

Munna Singh,  
Partner



  
Dunya Nath Upadhyay  
Partner

Asutosh Kumar Singh

Rajiv Rajan Singh







Fees, charges and expenses required to be paid or deposited for obtaining the sanction of the building plan from the Dhanbad Municipal Corporation for construction of Building on the said premises. However if on the request of any prospective Purchaser or Purchasers of Developer's Allocation, any particular internal modification/alteration is made, in that event, the Purchaser of that Unit/ Flat shall bear and pay all the fees and deposits to Dhanbad Municipal Corporation including Architect fees for such modification/ alteration.

**PROVIDED HOWEVER** the Developer shall be exclusively entitled to all refunds if any or all payments and/or deposits made by the Developer for construction. The Owners hereby undertake that if such refund of payment and/or deposits is made in the name of the Owners as the Building Plans will be submitted in the name of the Owners and the Owners will refund the same to the Developer immediately after receipt of such refund.

- C. The Building will be constructed with new First Class Building materials and good workmanship and strictly in accordance with Building Plans to be sanctioned by the Dhanbad Municipal Corporation with such internal additions, modifications and alterations therein as be designed without consultation and approval of the Owners and with such amendment thereto and modification thereof only with the approval and sanction of the Dhanbad Municipal Corporation or other necessary Body or Authorities.

M/S. SHIV BUILDERS

*[Signature]*  
Partner

M/S. SHIV BUILDERS

Munna Singh  
Partner



*[Handwritten signature]*  
Sunder Nath Upadhyay

*[Handwritten signature]*  
Achutosh Kumar Singh

*[Handwritten signature]*  
Rajiv Raj Singh

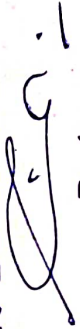
D. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof by the Developer other than an exclusive license to the Developer the said premises in terms hereto and to deal with the Developer's Allocation in the Building to be constructed thereon in the manner and subject to the conditions, hereinafter stated.

E. The Developer will proceed expeditiously in all matter of development thereof by preparation of Building Plans soon after the execution.

F. The Developer shall complete the construction and development of the entire said premises within 30 (Thirty ) months from the date of sanction of the building plan from the Dhanbad Municipal Corporation authority and subsequently deliver the vacant possession of Owners' allocation of the property in favour of the Owners. If the Developer fails, and neglects to perform the covenant i.e. to complete the Building in accordance with the Specification in the **SCHEDULE "D"** and fully complete with all common facilities, enjoyments and amenities within the period mentioned above provided that if any time is lost due to FORCE MAJEURE then so much of the time, as is so lost, will be further added to the period of another 6 (Six) months strictly.

If it is found that any area out of the sanctioned area by

M/S. SHIV BUILDERS



Partner

M/S. SHIV BUILDERS

Munna Singh

Partner



*Surya Nath Upadhyay*

*Ashutosh Kumar Singh*

*Rajiv Ranjan Singh*



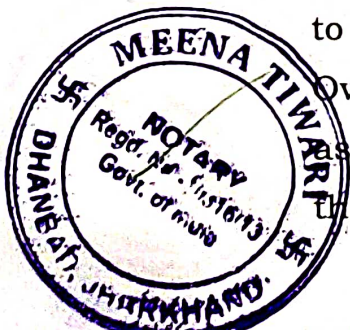
the Dhanbad Municipal Corporation remains un-constructed on the expiry of total 30 (Thirty) months from the date of sanction of the building plan or obtaining vacant possession which is latter as mentioned herein before and the Developer fails and neglect to hand over the complete allocation of the Owners to the Owners including proportionate common facilities, enjoyment.

M/S. SHIV BUILDERS  
*[Signature]*  
Partner

H. The Developer will be entitled to develop the said premises by constructing Building thereon consisting of Flat/Units in accordance with the Building Plans and to sell and/or transfer by any other means any part or portion of the Developer' Allocation to any person of his choice on such terms and conditions or for such consideration as the Developer shall think fit and proper without any interference by the Owners. All the consideration money shall be realized and appropriated by the Developer absolutely at its discretion and the Owners shall have no claim whatsoever against the sale proceeds or any part of Developer's Allocation.

M/S. SHIV BUILDERS  
Munna Singh  
Partner

I. In case of any amendment and/or changes in the existing rules and regulation and provision of Dhanbad Municipal Corporation and conditions and/or provisions under any statute for carrying out the Construction Work mentioned hereinabove, it would be the responsibility of the Developer to comply therewith at it's own costs and expenses and the Owners will extend all co operation and render all assistance, if necessary, to the Developer in complying therewith.



*[Handwritten signatures and names:]*  
Surya Nath Upadhyay  
Aswatosh Kumar Singh  
Rajiv Raju Singh  
Sunder Singh

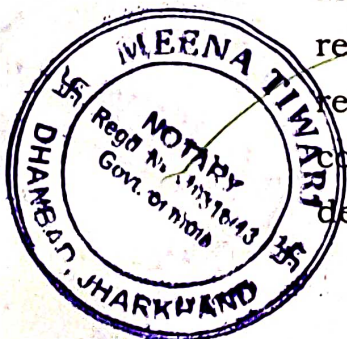
M/S. SHIV BUILDERS  
  
Partner

M/S. SHIV BUILDERS  
Munna Singh  
Partner

J. The Developer shall remain responsible to clear all the outgoings, statutory dues of Municipal Corporation and all others rates and taxes in respect of the said premises from the date of sanctioning of the building plan by the Dhanbad Municipal authority till the date of handing over Owners' Allocation, completed in all respects. Thereafter, the Parties hereto shall bear and pay all outgoings in respect of their respective Allocation/areas in the proposed Building and each Party shall keep the other served, harmless and indemnified in respect thereof.

K. The Developer will act as independent Developer in constructing the Building on the said premises and will keep the Owners indemnified from and against all third party's claims, arising out of any act, commission or omission against the development in or relating to the construction of the said Building and will keep harmless the Owners against all claims, demands, damages and losses of whatsoever nature and from all proceedings in Court and before other authorities relating to the construction of the aforesaid proposed Building in terms hereof so long the Owners will fulfill and perform his respective obligations herein contained.

L. After sanctioning of the building plan by the Dhanbad Municipal Corporation the Owners will not be in any way responsible for taxes, of the subsequent legal problem regarding the premises; for construction of the Units/Flats comprised in the Developer's Allocation and/or regarding delivery of Units/Flats, nor the Owners will be liable for



  
Surya Nath Upadhyay

Ashutosh Kumar Singh

  
Rajiv Ranjan Singh





any claims, losses and/or damages arising out of the terms of the proposed Agreement between the Developer and intending Purchasers so long the Owners observe, fulfill and perform their obligations hereunder contained.

M/S. SHIV BUILDERS  
  
Partner

M. For the purpose of getting water for construction of Building at the said premises, the Developer will arrange for the same from the Dhanbad Municipal Corporation at its own costs and expenses. If any consent of the Owners is required, the Owners will give consent immediately on demand. The Developer affirms to deliver the area allocable to the Owners prior to handing them over to purchasers from developer's allocation.

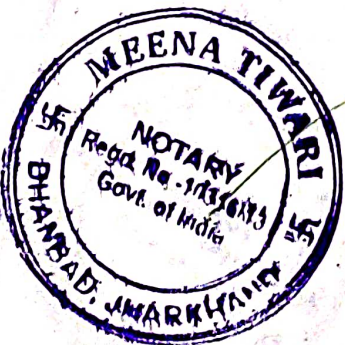
M/S. SHIV BUILDERS  
Munna Singh  
Partner

N. All documentations and registration of Deeds to be made by the Advocates appointed by the Developer and cost shall be borne by the individual allottees and prospective purchasers.

ARTICLE - V

MISCELLANEOUS

A. The Owners will execute and register a General Power of Attorney in favour of the Developer empowering them to do all acts, deeds, matters and things in their names and on their behalf as will be mentioned in Power of Attorney and after handling over the Owners' allocation within the stipulated period the Developer by dint of Power of Attorney shall absolutely be entitled to transfer their allocation to any third party or parties appearing before the registering authority. If any error is/are subsequently detected, those



*Ashtosh Kumar Singh*  
*Dusseera Nath Upendhyay Singh*  
*Rajiv Rajan Singh*  
*Devesh Singh*

will be rectified or modified by the parties herein.

B. The Developer at the time of development shall be entitled to construct Godown and put up Sign Boards and its hoardings, on the said premises and shall be entitled to advertise in the Daily News Papers to sell portion/portions of Developer's Allocation after execution of these present for the purpose of this Agreement.

C. The Owners will Join as the Confirming Party and will sign the Agreement for sale of flats/units of Developer allocation if required by developer but the Owners need not sign the Memo of Consideration part thereof. Similarly, if required by the Owners, the Developer will join as Confirming Party in any Agreement for Sale that the Owners may enter into in respect of selling, of Units/Flats for the portion of Owners' Allocation in the proposed Building on Ownership Basis.

D. In case of transferees of the Flats/Units of the Second Party's Allocation fail to have registered Deed of Conveyance in their name or have failed to mutate their names in the records of Dhanbad Municipal Corporation in that event Owners shall have no liability to pay any tax and other charges to the Dhanbad and other authorities.

E. The Parties have entered into this Agreement purely on a Principal to principal basis and nothing stated herein shall be deemed to be or constituted as Partnership between the Owners and the Developer nor shall the Owners and the Developer in any manner, constitute as Association of the

M/S. SHIV BUILDERS

*[Signature]*  
Partner

M/S. SHIV BUILDERS

Munna Singh  
Partner



*[Signature]*  
Surya Nath Upadhyay

Ashutosh Kumar She

Kapil Ranjan Singh

*[Signature]*



persons. Each Party shall keep the other party indemnified from and against the same.

**ARTICLE - VI**  
**FORCE MAJURE**

- A. The Developer shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations is prevented by the existence of the FORCE MAJEURE.
- B. **FORCE MAJEURE:** shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, strikes and any act of commission beyond the reasonable control of the Developer.

**ARTICLE - VII**

**JURISDICTION**

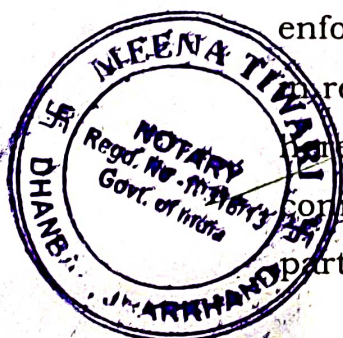
The Civil Court at Dhanbad shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these resents between the Parties hereto.

**ARBITRATION**

That if any dispute or difference of opinion arises between the parties with regard to the interpretation, operation or enforcement of any of terms and conditions of this agreement or respect of any other matter, cause or thing whatsoever set out herein or otherwise provided for all disputes and questions in connection therewith, to that purpose at first stage both the parties will try their best to solve the disputes preferably within a

M/S. SHIV BUILDERS  
  
Partner

M/S. SHIV BUILDERS  
Munna Singh  
Partner



*Upendra Singh*  
*Durya Nath Upendra Singh*  
*Ashutosh Kumar Singh*  
*Rajiv Ranjan Singh*

period of 30 days from notice, in default the dispute must have to be referred to a single arbitrator of common choice or two or more arbitrators, one to be appointed by each of the parties to such doubt, difference or dispute., in accordance with and subject to the provisions of Arbitration and Reconciliation Act, 1996 or to any statutory modification or re-enactment thereof for the time being in force.

**SCHEDULE OF LAND 'A' ABOVE REFERRED TO**  
**(DESCRIPTION OF THE SAID PREMISES)**

**ALL THAT** piece or parcel of land measuring about 10(Ten) Cottahs bounded as follow:-

**ON THE NORTH: 15' Wide Road**

**ON THE SOUTH: Part of plot no 735**

**ON THE EAST :Plot no,738**

**ON THE WEST :Part of Plot no.735**

**SCHEDULE 'B' ABOVE REFERRED TO**  
**(Owners' Allocation)**

On completion of the proposed new building the first party/owners shall be entitled to get their respective allocation of 29% of total constructed area in the said building .

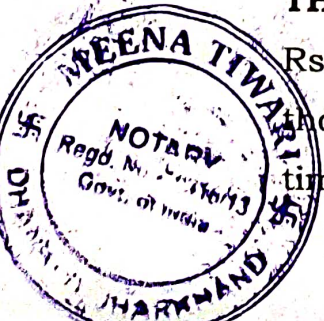
**THE OWNERS(1to4)** will also receive a refundable amount of Rs.20000/- (Rupees Twenty thousand) each and 80000/-Eighty thousand to the owner no (5) only has already been paid at the time of agreement dated: 14.08.2020 by cheque and the receipt

M/S. SHIV BUILDERS

Partner

M/S. SHIV BUILDERS

Munna Singh,  
Partner



Ashutosh Kumar Singh, Durrer North Upadhyay

Rajiv Rajan Singh



whereof the first party do hereby admit and acknowledge.

Together with proportionate share of land and common areas, facilities and amenities including the open spaces and premises at the said schedule land.

**SCHEDULE 'C' ABOVE REFERRED TO**  
**(Developer's Allocation)**

On completion of the proposed new building the second party/developer shall be entitled to get their respective allocation of 71% of the entire construction of the building.

To gather with proportionate share of land and common areas, facilities and amenities including the open spaces and premises at the said land.

**SCHEDULE 'D' ABOVE REFERRED TO**

**(The necessary construction works of the land Owners' Allocation shall be made in the following manner).**

**FOUNDATION:** The Building is designed on R.C.C. footing and frame as per Design.

**WALLS:** All the external walls shall be of 9 inches thick Brick Wall with Cement Plaster. All internal Partition Walls shall be 4.5 inches thick Brick Walls with both side Cement Plaster.

**DOORS:-** Sal Wood Frames or equivalent wood frame and all Doors Shutters shall be of 32 mm. thick Flash Doors.

M/S. SHIV BUILDERS  
  
Partner

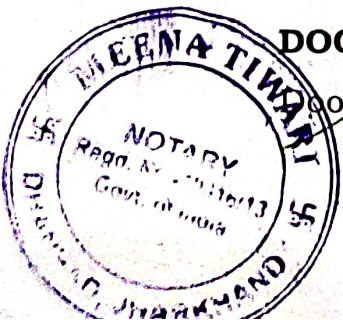
M/S. SHIV BUILDERS  
Munna Singh  
Partner

*Sumera Nalath Upadhyay*

*Aswitesh Kumar*

*Rajiv Ranjan Singh*

*Deepak Singh*



**WINDOW & M.S. GRILL:-** All the Windows shall be of Aluminum Frame with integrated Grill with Glass Panels Verandah will be half covered 2feet brick wall and 2 feet of SS rallying/M.S.grill as per developers choice.

**DOOR & WINDOW:-** All the Door Fittings will be of ISI marks and eyehole (only Main Door).

**FLOORING:** All the Flooring shall be provided with Marble / vitrified tiles of 2' x 2' Size each . Toilet shall have 6' High Glazed Tiles over skirting on all sides. Kitchen will have 2.6 ' High Glazed Tiles over the Table .

**INTERNAL FINISHED TO WALLS:** All interior Walls, Ceilings of Rooms, Verandah, Kitchen-cum-Dining, Living and Toilets, W.C. shall be finished in Plaster of Paris.

**SANITARY PLUMBING:** All slandered fittings of ISI marked.

**ELECTRIC FIXATION:** All the internal Wiring shall be concealed in polythene conduct, all Wires shall be of Coppers, all Switch Boards of M.S. Flush With walls with "Acrylic" cover and all Switches of Modular type.

**WATER SUPPLY :** Each flat will be provided with water supply line PVC overhead water tank, overhead tank shall be filled up water from the underground (semi) water reservoir for all the

**LIFT AND GENERATOR:** As per the requirement and should be of reputed ISI approved company.

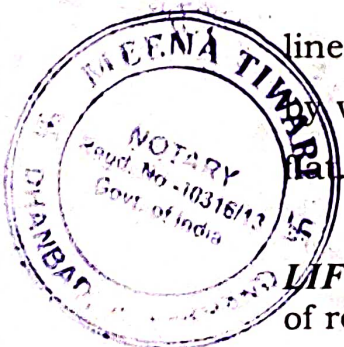
M/S. SHIV BUILDERS

Partner

M/S. SHIV BUILDERS

Munna Singh

Partner



Surya Nath Upadhyay

Ashutosh Kumarshet

Rajiv Ranjan Singh



**GENERAL:** All the internal approach road shall be of cement concreted , Brick boundary wall up to slandered height with inside-outside plaster, Each flat shall have separate electric meter and the cost will be borne by all the flat holders/ purchasers individually.

Any addition and alternation in the flat shall be subject to approval of the architect and requisite cost shall be borne by the purchaser in advance.

**IN WITNESS WHEREOF** the parties hereto do hereby set and subscribed their hands and seals to these presents the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

In the presence of :

**WITNESSES :**

1.

1. *[Signature]*

2.

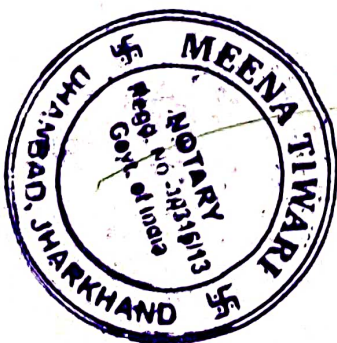
2. *Rajiv Rajan Singh*

3. *Ashutosh Kumar shi*

4. *Surya Nath Upadhyay .*

5.

*[Signature]*



M/S. SHIV BUILDERS

Partner

M/S. SHIV BUILDERS

Muzna Singh

Partner

**SIGNATURE OF THE OWNERS**

1. **M/S. SHIV BUILDERS**

Meena Simyke

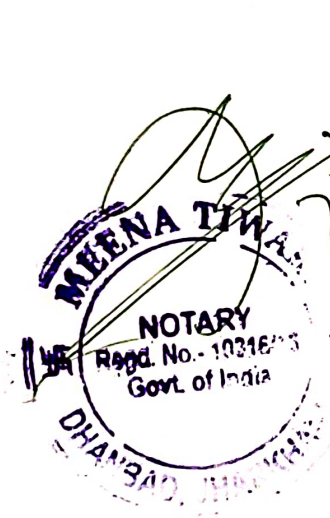


2.

Partner

**SIGNATURE OF THE DEVELOPER**

**M/S SHIV BUILDER**



**ATTESTED**  
**NOTARY DHAMBAD,**  
**Authorised**  
ws (8) (1) (a) of the Notaries  
Act 1957 (Act No 53 of 1952)

