

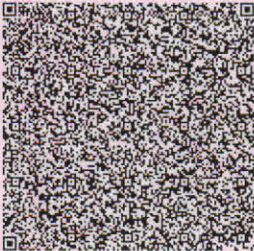


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Certificate No. : IN-JH11661020224786Q
Certificate Issued Date : 10-Sep-2018 01:26 PM
Account Reference : SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB
Unique Doc. Reference : SUBIN-JHJHSHCIL0115769169370684Q
Purchased by : PREETI AGARWAL
Description of Document : Article 5 Agreement or memorandum of an Agreement
Property Description : N A
Consideration Price (Rs.) : 0
(Zero)
First Party : PREETI AGARWAL
Second Party : AS APPLICABLE
Stamp Duty Paid By : PREETI AGARWAL
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



-----Please write or type below this line-----

✓ Preeti Agarwal
Nishi Singh
Office - Agarwal
अग्रवाल परिवार

TQ 0001814857

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1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.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 users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

Pravin Agarwal

AGREEMENT

THIS DEED OF AGREEMENT FOR DEVELOPMENT made at Dhanbad on this day of
..... by and between parties of First Part consisting of

1. Sri Rajesh Singh son of P R Singh, by faith-Hindu, by Caste-Bhumihar and resident of Resident of Main Road, Saraidhela, P.S. Saraidhela, Dist Dhanbad
2. Smt. Nishi Singh, W/o Sri Rajesh Singh, by faith-Hindu, by Caste- Bhumihar and Resident of Main Road, Saraidhela, P.S. Saraidhela, Dist Dhanbad.
3. Sri Jai Niwas Pandey, S/O Late Jamuna Pandey by faith-Hindu, by Caste- Brahmine and Resident of Ambey Villa II, Block A, H.E. School Road, Hirapur, P.S. Hirapur, Dist Dhanbad.
4. Smt Preeti Agarwal, W/o Sri Praveen Kumar Agarwal, by faith-Hindu, by Caste- Marwari and resident of Shastri Nagar, Dhanbad, PS. Bank More, Dist Dhanbad,
5. Smt Mitu Agarwal, W/o Sri Vivek Kumar Agarwal by faith hindu, by Caste Marwari and Resident of Baliapur, P.S. Baliapur, Dist Dhanbad.

hereinafter referred to as the party of the First Part (Land Owners or Owners of the Land) which expression shall unless be excluded by or repugnant to the context, be deemed to mean and include their heirs, successors-in-interest, representatives, executors, administrators and assigns of the First Party;

✓ Preeti Agarwal
Mitu Agarwal

Nishi Singh

Jai Niwas Pandey
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And

M/s BALAJEE SUKHDHAM, a Partnership Firm having its Registered Office at Flat No. 610, 5th Floor, Mahagouri Apartment, Vanasthali Colony, Post. KG Ashram, PS. Saraidhela, Dist. Dhanbad through its partners namely

1. Sri Praveen Kumar Agarwal S/o Sri Jagdish Prasad Agarwal, by occupation Business, by faith Hindu, resident of Amla Para, P O Dhanbad, PS. Jharia, Dist Dhanbad;
2. Sri Manoj Modi S/o Sri Sanwar Prasad Modi, by occupation Business, by faith Hindu, resident of Flat No. 502, Sukhdham Heights, behind Ray Talkies, P.O. Dhanbad PS. Bank More, Dist. Dhanbad ;
3. Sri Nilesh Kumar Dokania S/o Sri Naresh Kumar Dokania, by occupation Business, by faith Hindu, resident of Dokania Bhawan, Katras Road, Matkuria, Dhanbad P.O. Dhanbad PS Bank More, Dist. Dhanbad,

hereinafter called and referred to as the party of the Second Part (Developer or Builder) which expression shall unless be excluded by or be repugnant to the context, be deemed to mean and include its successors (including successors-in-interest), representatives, executors, administrators, assigns and liquidators) of the Second Party.

WHEREAS, SRI RAJESSH SINGH, SON OF SRI PARSHURAM SINGH and SMT. NISHI SINGH, WIFE OF SRI RAJESSH SINGH both by faith Hindu, By Profession Business, residents of Saraidhela, P.S. Saraidhela, Dist Dhanbad purchased 22.50 Khattas (37.12 Decimal) of land situated in Mouza No 12 Kolakusma, Khata No. 83, 74 & 45, Plot No. 1212, 1213 & 1214. Vide Registered Sale Deed No. 6695 / 5949 dated 24.08.2012 from the 39 rightful owners as per the following details;

1. Sri Paltan Mandal S/o Late Jadu Mandal;
2. Sri Kartik Mandal S/o Late Dhanu Mandal;
3. Sri Ganesh Mandal S/o Late Dhanu Mandal;
4. Sri Rabi Mandal S/o Late Dhanu Mandal;
5. Sri Mandir Mandal S/o Late Dhanu Mandal.

All by Faith Hindu, By Caste Suri, By Occupation Cultivation Etc, Residents of Kolakusma; P.S. Saraidhela, Dhanbad. Represented through their Constituted Attorney Sri Ashok Mandal, S/O Late Khagendra Nath Mandal Vide ATTORNEY NO 15547 / 1569 Dated 05.10.2010

Preeti. Agarwal Nishi Singh
Smtu- Agarwal

Ashok Mandal

6. Sri Durga Charan Mondal S/o Late Dhanu Mandal;
7. Sri Mahindi Mandal S/o Late Lilu Mandal;
8. Sri Tapan Mandal S/o Late Lilu Mandal;
9. Smt. Saraswati Devi, W/o Late Dilip Mandal;
10. Smt. BhagyaDevi, W/o Late Dilip Mandal;
11. Smt. ShamilaDevi, W/o Late Mantu Mandal.

All by Faith Hindu, By Caste Sundi, By Occupation Cultivation/ housewife Etc, Residents of Kolasusma; P.S. Saraidhela, Dhanbad. Represented through their Constituted Attorney Sri Ashok Mandal, S/O Late Khagendra Nath Mandal Vide ATTORNEY NO 6805 / 738 Dated 03.05.2011

12. Sri Mahadeo Mandal S/o Late Hari Mandal;
13. Sri Santosh Mandal S/o Late Panchanand Mandal.

All by Faith Hindu, By Caste Suri, By Occupation Cultivation Etc, Residents of Kolakusma; P.S. Saraidhela, Dhanbad. Represented through their Constituted Attorney Sri Ashok Mandal, S/O Late Khagendra Nath Mandal Vide ATTORNEY NO 7910 / 842 Dated 20.05.2011

14. Sri Bankim Chandra Mandal, S/o Late Hari Ram Mandal;
15. Smt. NebiMandalani W/o Sri BankimChandal Mandal;
16. Sri Jagdish Mandal S/o Late Nagendra Nath Mandal.

All by Faith Hindu, By Caste Suri, By Occupation Cultivation/ housewife Etc, Residents of Kolasusma; P.S. Saraidhela, Dhanbad Represented through their Constituted Attorney Sri Ashok Mandal, S/O Late Khagendra Nath Mandal Vide ATTORNEY NO 8573 / 917 Dated 30.05.2011

17. Sri Mathur Chandra Mandal S/o Late Anant Mandal;
18. Sri Manboth Mandal S/o Late Bharat Mandal;
19. Sri Haldar Mandal S/o Late Nagendra Nath Mandal;
20. Sri Prafulya Mandal S/o Late Panchanan Nath Mandal;
21. Smt. NepiMandalani W/o Late Nagendra Nath Mandal.

All by Faith Hindu, By Caste Suri, By Occupation Cultivation/ housewife Etc, Residents of Kolasusma; P.S. Saraidhela, Dhanbad Represented through their Constituted Attorney Sri Ashok Mandal, S/O Late Khagendra Nath Mandal Vide ATTORNEY NO 13513 / 1465 Dated 09.08.2011.

✓ Preeti. Agarwal
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Page 3 of 27 02/11/2011 4:10:57

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22. Sri Nimai Chandra Mandal S/o Late Bhola Nath Mandal;
23. Sri Adhir Chandra Mandal S/o Late Bhola Nath Mandal;
24. Sri Prahlad Mandal S/o Late Raghu Mandal;
25. Sri Gorachand Mandal S/o Late Panchanan Mandal;
26. Sri Panjabi Mandal S/o Late Debu Mandal;
27. Sri Basudev Mandal S/o Late Debu Mandal;
28. Sri DasuChandra Mandal S/o Late Debu Mandal;
29. Sri Dhiren Mandal S/o Late Jadu Mandal;
30. Sri Paltan Mandal S/o Late Jadu Mandal;
31. Sri Dugai Mandal S/o Late Jadu Mandal.

All by Faith Hindu, By Caste Suri, By Occupation Cultivation Etc, Residents of Kolasusma; P.S. Saraidhela, Dhanbad Represented through their Constituted Attorney Sri Ashok Mandal, S/O Late Khagendra Nath Mandal Vide **ATTORNEY NO 14739 / 1665 Dated 14.09.2011**

32. Sri Narayan Mandal S/o Late Dhaju Mandal

By Faith Hindu, By Caste Sundi, By Occupation Service, Residents of Kolasusma; P.S. Saraidhela, Dhanbad Represented through his Constituted Attorney Sri Ashok Mandal, S/O Late Khagendra Nath Mandal Vide **ATTORNEY NO 16246 / 1886 Dated 24.10.2011**

33. Sri Ramesh Mandal S/o Late Motilal Mandal;
34. Sri Batul Mandal S/o Late Dhaju Mandal;
35. Sri Fatik Mandal S/o Late Jadu Mandal;
36. Sri Bijay Mandal S/o Late Kanhai Mandal;
37. Sri Krishna Das Mandal S/o Late Kanhai Mandal;
38. Sri Baldeo Mandal S/o Late Hari Mandal;
39. Sri Sahadeo Mandal S/o Late Hari Mandal.

All by Faith Hindu, By Caste Suri, By Occupation Cultivation Etc, Residents of Kolakusma; P.S. Saraidhela, Dhanbad represented through their Constituted Attorney Sri Ashok Mandal, S/O Late Khagendra Nath Mandal Vide **ATTORNEY NO 17839 / 2079 Dated 08.12.2011**

And, since then the purchaser continuing to own and possess the said land and getting their name mutated vide Mutation case No **mutation case no 2094 (II) 2012-13** in the sherista of the Landlord the State of Jharkhand and paying rent.

Preeti Aggarwal
 Anita Aggarwal

Nishi Singh
 Rajendra Singh
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AND WHEREAS, **SRI PRAMOD KUMAR AGARWALLA S/O SRI JAGDISH PRASAD AGARWAL**, by faith Hindu, by occupation Business, Resident of Main Road, Amlapara, Jharia, P.O & P.S. JHARIA, Dist Dhanbad AND **SRI RAJESSH SINGH S/O SRI PARSHURAM SINGH**, By faith Hindu, by Occupation Business, Resident of Main Road, Saraidhela, P.S. Saraidhela, Dist Dhanbad also purchased 19.13 Katthas (31.56 Decimals) of land in **Mouza No 12 / Kolakusma, Khata Nos:-21 ,45, 51, 83, 122, 74 Plot Nos:- 1216, 1217, 1215, 1214, 1203, 1226, 1211, 1219, 1205, 1224, 1212, 1221, 1223, 1220, 1206, 1213, 1222 & 1204 From**

1. SRI DASHU CHANDRA MANDAL S/O LATE DEBU MANDAL;
2. SRI BASUDEV MANDAL S/O LATE DEBU MANDAL;
3. SRI SEHDEV MANDAL S/O LATE HARI MANDAL;
4. SRI SAGAR MANDAL S/O LATE KANHAI MANDAL.

All by faith Hindu, by occupation cultivation, Residents of Kolakusma, PO K.G Ashram, P.S. Saraidhela, Dist Dhanbad.

VIDE SALE DEED NO 12516 / 11879 DATED 08.09.2008 and mutated their name ion the serista of landlord of Jharkhand vide **Mutation Case No. 3390 (II)/2008-09 under Thoka No**

AND WHEREAS **SRI PRAMOD KUMAR AND SRI RAJESSH SINGH** sold 2.50 Khatas (4.13 Decimal) of land from the above mentioned land in Mouza No- 12, Kolakusma, Khata Nos:- 83,74& 45, Plot Nos:- 1212, 1213 & 1214.to **SMT NISHI SINGH**, W/O SRI RAJESH SINGH, by faith Hindu, by occupation Business, Resident of Saraidhela, P.S. Saraidhela, Dist Dhanbad vide **SALE DEED NO 7445 / 6600 DATED 25.09.2012**. **SMT NISHI SINGH** got her names mutated in records vide **Mutation Case no 2098 (II) 2012-13**

AND WHEREAS **SRI SRI RAJESSH SINGH** also sold 5 Khattas (8.25 Decimal) of Land to **SRI JAYNIWAS PANDEY**, SON OF LATE JAMUNA PANDEY, by faith Hindu, by occupation Business, Resident of Ambey Villa II, Block A, H.E. School Road, Hirapur, P.S. Hirapur, Dist Dhanbad in Mouza 12 / Kolakusma, **Khata Nos:- 83,74& 45, Plot Nos:- 1212, 1213& 1214**, who mutated his name in records vide **Mutation Case no 1492 (II) 2014-15**

AND WHERAS, **SRI RAJESSH SINGH AND SMT NISHI SINGH** also sold 11 khatta (18.15 decimal) to **SMT. PREETI AGARWAL**, WIFE OF SRI PRAVEEN KUMAR AGARWAL, by faith

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Praveen Agwal
Praveen Agwal

Nishi Singh

Smt. Nishi Singh
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Hindu, by Occupation Business, Resident of Balajee Enclave, Shastri Nagar, P.S. Bank More, Dist Dhanbad. in **Mouza No: - 12 / Kolakusma, Khata No- 83,74& 45, Plot Nos- 1212, 1213 & 1214. VIDE SALE DEED NO 4788 / 4339 DATED 23.10.2017**, And got her name Mutated Vide Mutation Case No.

AND AGAIN **SRI RAJESSH SINGH, SMT NISHI SINGH AND SRI JAYNIWAS PANDEY** sold 10 khatta (16.50 decimal) to SMT. MITU AGARWAL, WIFE OF SRI VIVEK KUMAR AGARWAL, by faith Hindu, by occupation Business, Resident of Baliapur, P.S. Baliapur, Dist Dhanbad. In **Mouza No - 12 / Kolakusma , Khata No - 83, 74 & 45, Plot No - 1212, 1213& 1214. VIDE SALE DEED NO 4789 / 4340 DATED 23.10.2017**. And got her name mutated vide Mutation Case No. .

AND NOW ALTOGETHER party of the first part possess the following land in their name

1. RAJESH SINGH AND NISHI SINGH- 1.65 DECIMALS OR 1 KATTHA
2. JAY NIWAS PANDEY- 4.95 DECIMALS OR 3 KATTHAS
3. PREETI AGARWAL- 18.15 DECIMALS OR 11 KATTHAS
4. MITU AGARWAL- 16.50 DECIMALS OR 10 KATTHAS

TOTAL AREA- 41.25 DECIMALS OR 25 KATTHAS

AND Whereas, the Land Owners 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;

AND Whereas for utilizing the said property into a multistoried commercial-cum-residential complex, it would require huge finances alongwith 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 25 Khattas of land which are in their exclusive possession.

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

Mitu Agarwal
Preeti Agarwal

Nishi Singh
Page 6 of 27

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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 builder and its successors-in-interest, representatives, nominees, assigns, and/or liquidators, administrators, legal representative;

1.3. **First Party's Share** shall mean

34% of the Saleable Area in complete standard form, distributed on each floor in each building together with 34% parking space both covered and uncovered on the said land as per approved plan by MADA 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);

1.4. **Second Party's Share** shall mean

66% of the Saleable Area, in complete standard form, distributed on each floor in each building together with 66% parking space both covered and uncovered on the said land as per approved plan by MADA or any other competent authority

Mitu Agarwal
Preeti Agarwal

Nishi Singh
Page 7 of 27

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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. **MADA** shall mean Mineral Area Development Authority, 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 party of the Second Part;
- 1.8. **Proposed Buildings or Building or Buildings** shall mean and include the multi-storied commercial-cum-residential complex / buildings 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 MADA 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 MADA or a competent authority empowered to do so;
- 1.10. **Saleable Space or Saleable Area** shall mean the residential units / flats / shops / offices / servant quarter / store room / exclusive terrace earmarked for flats on top floor, car/motorcycle parking space in proposed multi-storied buildings;
- 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/booth, 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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Page 8 of 27

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- 1.12. **Common Roof Area** shall mean the demarcated portion of the roof over the top of the Buildings 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 Organisation** shall mean a society, body or association framed by the Second Party in consultation 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;
- 1.16. **Masculine** shall include the feminine and vice versa.

2. The Party of First Part 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. and 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 and 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

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Page 9 of 27

Prakash Agarwal
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done by forwarding an application to the competent authority in terms of Regulation 69.2 of 'Bihar Coal Mining Area Building Regulation' or any other regulation notified by the Government from time to time and same shall be informed to party of First Part;

5. 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 MADA or any competent authority, the actual Saleable 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 34% and 66% 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 34% of the Saleable Area towards realization of value of its land and the Second Party shall be entitled to retain the said 66% 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 alongwith 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 34% and 66% 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 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;

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Page 10 of 27

Nishu Singh

Pravin Agarwal
Pravin Agarwal

9. That the remaining 66% Saleable Area excluding the First Party's allocation shall be transferred/sold to various intending buyers by way of recognised mode of conveyance by the Second Party without any objection and concern of the First Party;
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 with interest on the said project which may be recovered from the First Party by the Second Party;
- (c) 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 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/buyers;

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Page 11 of 27

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13. That it also agreed that the First Party shall simultaneously execute a registered **General Power of Attorney** in favour of **M/s BALAJEE SUKHDHAM** or in the name of its Partners/authorised 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 MADA or any other authority for completion of the project;

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 scheduled premises being taken from the Owner may be used for exit/entry passage or for common usage to other lands acquired 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 Party and First Party in any manner constitute an association of persons. Each shall be strictly responsible for its own income tax

Praveen Agarwal
Preeti Agarwal

Nishi Singh
Page 12 of 27

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liability or other liabilities, if any, and shall keep the other party thereto indemnified from and against the same at all times;

17. That it is expressly agreed that in the event of there being any delay in completion of work of the project and handing over possession of the same (including obtaining the Completion Certificate / Occupancy Certificates within 3 months from the end of the Stipulated Period) within the **Stipulated Period of 48 months** [36 months + 12 month grace period] from date of obtaining all statutory clearance and Agreement of Division except, due to the reasons as mentioned in 'Force Majeure Clause' of this Agreement, the Second Party shall pay a penalty of Rs 50,000/- (Rupees Fifty Thousand Only) to the First Party per month of delay, till handing over the possession of building as agreed hereto above. For the purpose of penalty, if Occupancy Certificate / Completion Certificate is not obtained due to reasons beyond the control of the Second Party, penalty will not be applicable. It is also agreed between the parties that the said provisions of penalty shall be applicable only for the period of 12 (twelve) months; otherwise the First Party shall be free to get the work done by engaging another developer of their own choice and preference and in that situation, the entire cost of completing the project shall be borne by the Second Party, without any objection;

18. 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;

19. 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 on mutually agreed terms;

20. 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

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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

- 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 morefully 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;
- f. (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 developed property on the land described in Schedule A; however, in no event can any loan be availed by mortgaging

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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;

(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 co-operation 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. That the Second Party shall pay an interest free, refundable or adjustable **Security Deposit** amounting to Rs.1,00,000/- (Rupees one lacs only) i.e. Rs.50,000/- (Rupees fifty thousand only) equally to both the Owners, Smt. Preety Agarwal and Smt. Mitu Agarwal.
- b. 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 authorities and as per the plans sanctioned by the competent authority as envisaged in terms of Clause 3, 4 & 5 above and which permissions, sanctions, approvals will be kept valid and in force until completion of the project;
- c. The Second Party shall use all standard quality of building materials and fittings;

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Mitu Agarwal
Preety Agarwal

Nishu Singh

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- d. The Second Party will be responsible to deliver standard quality of construction, complete the project as per agreed timelines, 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**.
- e. 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;
- f. That the Second Party shall not dispose off or transfer any units, flats, shops, parking and services falling to the 34% share of the First Party;
- g. 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 expense and shall pay them remunerations to discharge them as and when necessary;
- h. 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;
- i. The Second Party shall take all responsibilities and keep the owner indemnified 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;
- j. As from the 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-

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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 therefrom 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.


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 and clause 3, 4 & 5 above. 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 34% of such construction;
- c. The Second Party shall deliver 34% 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 34% in the proposed buildings, the Owner shall pay the price of the excess area to the Second Party as per Agreed Rate. On the contrary if the area is found to be less than 34% then the Second Party shall pay the price of such lower area to the Owners 34% as per Agreed Rate. **Agreed Rate** shall be finalised in Agreement of Division entered into separately;
- 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;

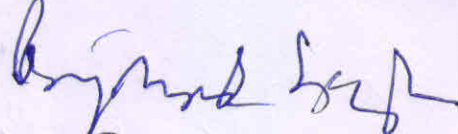
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Bhairav

Dehane


Preeti Agarwal

Nishi Singh


Bhairav Singh
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- 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 maybe;
- 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 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;

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Preeti Agarwal

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- 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 by mutual consent;
- 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 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 of 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.

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Preeti Agarwal

Nishi Singh

Signature
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- 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.
- e. **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 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

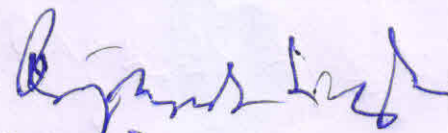
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amendment, modification, supplemental or waiver shall be in writing signed by the party or parties to be charged. Any modification or amendment to the terms of this Agreement shall be valid only if it is reduced to writing and signed by or on behalf 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.
- 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 recognise 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.
- l. **Submission to Arbitration:** Each party recognises the right of the other 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.

Pravin Agarwal

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Mitesh Agarwal
Preeti Agarwal

Nishi Singh

Signature
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Each Party further agrees that it shall not commence or maintain any suit or legal 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.

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 HEREINABOVE IN PRESENCE OF THE WITNESSES ON THEIR SOUND HEALTH, STATE OF MIND AND WITHOUT ANY MISREPRESENTATION, FRAUD, UNDUE INFLUENCE OR COERCION.

Pravin Agarwal

Signature of the First Party

1. RAJESSH SINGH

Rajesh Singh

2. NISHI SINGH

Nishi Singh

3. JAINIWAS PANDEY

Jainiwas Pandey

4. PREETI AGARWAL

Preeti Agarwal

5. MITU AGARWAL

Mitu Agarwal

Pradeep

Signature of the Second Party

1. PRAVEEN KUMAR AGARWAL

Pravin Agarwal

Mitu - Agarwal

Preeti Agarwal

Nishi Singh

Jainiwas Pandey

Rajesh Singh

2. MANOJ MODI



3. NILESH KUMAR DOKANIA

Nilesh

Witness (Name & Address)

1. _____

2. _____

SCHEDULE A

All that piece and parcel of land situated in Mouza Kolakusuma No. 12 as per following details:

SI	Khata No	Plot No	Area (in acres)
	74, 83, 45	1212, 1213, 1214	25 KATTHAS

abutted and bounded as follows:

In the North: Apartment

In the South: Apartment

In the East: 25 Feet Road

In the West: Land Of

Pravin Agarwal

Prateek Agarwal

Prateek Agarwal

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Nishi Singh

Dalane



Intercom & CCTV*

- ✓ Intercom connection in each flat with receipt and check point area
- ✓ CCTV at check point and on each floor

Fire Fighting System

- ✓ Installed on each floor

Power Backup

- ✓ Silent Diesel Generator for standby power supply for common area lighting, lift, water pump
- ✓ In each unit/flat/commercial unit at extra cost

Common Amenities

- ✓ Decorative entrance lobby with living area and reception
- ✓ Children's Play Area
- ✓ Landscaping, wherever possible
- ✓ Most units as per basic principal of VASTU
- ✓ One community hall with attached toilet for private parties and functions on payment basis
- ✓ Swimming Pool
- ✓ Children's Play area
- ✓ Gymnasium with modern equipments*
- ✓ Round the clock security

* at extra cost shared equally

Mr. Agarwal
✓ Preeti Agarwal
बिना विचार पाने

Nishi Singh Bajaj Singh

N. D. D. D.

Ravi Singh



SCHEDULE C
(The Common Portions)

1. Staircase and the lift landings on all floors of the proposed buildings;
2. The common paths, passages and areas in the land comprised in the said premises and in the proposed buildings (except expressly such area as therein as are not needed or held or intended for use by any particular person) including the beams foundation and supports of the proposed building;
3. Drive way and lobby on the ground floor of the proposed building (save and except the car parking spaces demarcated by the Developer therein and / or the open land at the said premises);
4. Boundary walls and the main gates of the said premises;
5. Drainage and sewerage lines and connections;
6. All electrical connections, installations, wirings, meters and fittings (excluding only those that are installed within the exclusive area of units/flat in the proposed building and exclusively meant for its use);
7. Tube wells and their installations, if any;
8. Water pump and its installations, Pump Room Water Reservoir, Water tanks and all common installations for carriage of water (save and except those as are within any unit/flat and are for use by the occupier of such unit/flat or units/flats (exclusively) in and/or to and/or in respect of the proposed building;
9. Lift (if any) Lift well, installations, lift room and the lift machine room in the proposed building;
10. The common Security living area, if any, on the ground floor of the proposed building;
11. 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 users in common.

Bavin Agarwal

P. D. D. D.

✓
Nishi Agarwal
Preeti Agarwal
जयप्रियानाथ शर्मा

Nishi Singh

Agarwal