

249 Development Agreement - 4.500/



झारखण्ड JHARKHAND

नवम विभाग 21 के अधीन और उत्तरांचल राज्य के अधीन... 04.06.19 04/6/19

अनुसूचित जाति... अनुसूचित जाति

Amarendra Kumar, Amarendra Kumar, Ranghendra Pr Singh

B 698590

4/06/19 को जांचा... 04.06.19

DEVELOPMENT AGREEMENT

Fee Paid 231190-

Fee Paid Rs. 232784 - note date. 19.02.2019 24462 dt 04.06.19

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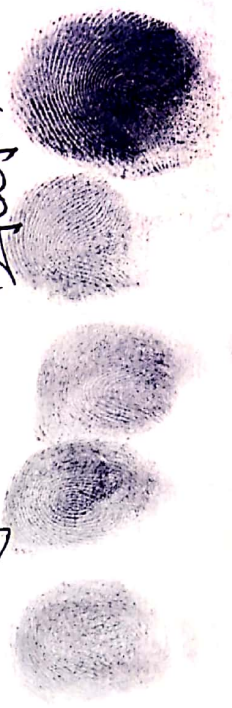
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अंचल अभिलेखी चतुर्थाप से प्राप्त सूची
अनुसार दस्तावेज में वर्णित सुनील कुमार
नम्बर 12 का नया खता नं. 51 आ दियासठ
निविष्ट खती से बाहर है / सूची बंद नं.

सुनील
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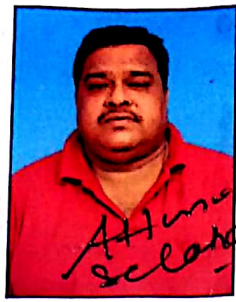


Amrendra Kumar 2/6/19
Dharmendra Kumar 2/6/19
Raghvendra. K. Singh 2/6/19



DEVELOPMENT AGREEMENT

This Development Agreement made on this 3rd day of May 2019 by and between (1) Sri Amrendra Kumar, S/o Late Baijnath Singh, by Caste-Rajput, by occupation –Service, Resident of Krishna Niwas Surya Bihar Colony, Bartand, P.O. & P.S.-Dhanbad, Dist-Dhanbad (2) Sri Dharmendra Kumar, S/o Late Baijnath Singh, by Caste-Rajput, by occupation–Business, Resident of Krishna Niwas Surya Bihar Colony, Bartand, P.O. & P.S.-Dhanbad, Dist-Dhanbad, (3) Raghvendra Kumar @ Raghvendra Kumar Singh, S/o Late Baijnath Singh, by Caste- Rajput, by occupation – Service, Resident of Krishna Niwas Surya Bihar Colony, Bartand, P.O. & P.S.-Dhanbad, Dist-Dhanbad at present No.-14 on 3rd floor Yelahanka Bangalore (Karnataka) hereinafter referred to as the land "Owners" (which expression shall, unless repugnant to the context and meaning thereto shall mean and include their heirs , administrators, executor, assign, legal representatives and/or successors interest) of the FIRST PART.



Anuramendra Kumar
21/06/19
Dharmendra Kumar
21/06/19
Bajjnath Singh
21/06/19

AND

M/s SHAKTI SAI BUILDERS & DEVELOPER a partnership firm through its Partners Shri Naveen Kumar Jha, S/o Late Bishamver Jha, by faith Hindu, by occupation-Business, resident of Vindiyachall Appt. Flat No. 3-C Subhash Nagar, Saraidhela, P.S.-Saraidhela Dhanbad, Sub Division and District Sub Registry office and District - Dhanabd (Jharkhand) and Sri Kumar Abhishek son of Om Prakash Jha, by faith-Hindu, by Caste-Brahmin, by occupation-Business, resident of A Lower Burdhan Compound Dhobi Ghat Lane Near Devalaya Mandir Ranchi, P.O.-Lalpur, P.S.-Lalpur, District- Ranchi, Jharkhand hereinafter called and referred to as the Developer (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, representatives administrators and assigns) of the Second Part.

- A. WHEREAS the survey settlement plot no.-75(P), 76(P) and 79, New Plot No.-82, 91 and 88 measuring an area 9.90 dec. of land appertaining to khata no.-123, New Khata no.-266 of Mouza-Kolakusma, Mouza No.-12, under P.S.- Dhanbad, Chowki Sadar Sub registry office, Dhanbad, District-Dhanbad purchased by Bajjnath Singh father of the land owners by virtue of Regd. Deed of sale being No.-900 dt. 26.02.2001 from Nand Kumar Taneja & Others Regd. at Mumbai Registry office, after death father of the land owners got his name mutated in the govt. record by succession mutation case no.-544(II) of the year 2016-17 and is paying rent for the same under thoka No.-6595.



Raghuwendra Kumar
2-10-19
Raghuwendra K. Singh
2-10-19

AND WHEREAS, the land owners became the sole and exclusive owners of the land and are in peaceful possession thereof, be it expressly stated that above mentioned property is our joint property and possessing the same in equal share out of 37%.

- B. WHEREAS the survey settlement plot no.-75(P), 76(P) New Plot No.-82 and 91 measuring an area 7.50 dec. of land appertaining to khata no.-123 New Khata No.-266 of Mouza-Kolakusma, Mouza No.-12, under P.S.- Dhanbad, Chowki Sadar Sub registry office, Dhanbad, District-Dhanbad purchased by Raghvendra Kumar Land Owner No.-3 by virtue of Regd. Deed of sale being No.-3016 dt. 09.07.1999 from Nand Kumar Taneja & Others Regd. at Dhanbad Sub Registry office, the land owner no.-3 got his name mutated in the govt. record by mutation case no.-490(II) of the year 2001-2002 and is paying rent for the same under thoka No.-2116.

AND WHEREAS, the land owner became the sole and exclusive owner of the land and are in peaceful possession thereof, be it expressly stated that above mentioned property is the personnel property of the land owner no.-3 in the name of Raghvendra Kumar @ Raghvendra Kumar Singh who is possessing the same personally and as such his share 37%.

- C. It is hereby represented, declared and warranted by the Owners that:
- (i) The said property is under the exclusive possession of the Owners with absolute right, title and interest free from all encumbrances to

Anandendra Kumar
Shomendra Kumar
2/06/19
Ranghendra Pr. Singh

6/15/19

made any arrangement with anyone whatsoever regarding the said property or any part thereof;

- (viii) The Owners shall comply with all requisition for the purpose of development of the said property.
- D. The owners have expressed a desire to get multi-storied Residential complex developed and constructed on the said property, as permissible by the competent authorities, by the Developer on term and conditions as set out in this Agreement.
- E. The Developer has after perusing all the documents of title of the Owners regarding their ownership and after having satisfied themselves about the same and relying on the aforesaid representations, declarations, assurances and statement, etc made hereinabove made hereinafter by the owners, the Developer has agreed to develop and construct a permissible multi-storied residential complex on the said Property of the owner (hereinafter referred to as the "BAIJNATH ENCLAVE ").
- F. The Developer shall have exclusive possession over the said property save and except the said complex. Any purchaser shall not claim any right over the vacant land other than purchased Built up area/super built up area in the said complex.
- G. As a result of negotiations between the parties hereto and on the representation and declarations made by them, as herein recorded, an agreement for development of the said property by the Developer has been arrived at between the parties upon the terms and conditions hereinafter appearing.

Anandendra Kumar
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Dharmendra Kumar
2/06/19
Ranghendra Pr. Singh
2/06/19

NOW THESE PRESENTS WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLOWS:

1. The Owners hereby appoints the Developer as the Developer of the said property and grant permission to the said Developer, who hereby accepts from the owners exclusive right and license to develop the said property in the schedule hereunder written in the manner and on the term, conditions and stipulations hereinafter mentioned.
2. It is made expressly clear that the Developer shall construct a multistoried complex on the said property of the owners only on the basis of the sanctioned building plan from DMC or such authority, in terms of the prevailing materials specification planning standards and building bye-laws.
3. That Developer shall provide proportionate 37% (Thirty Seven Percent) of the total built Area / super built up area of all the flats to the land owner in the residential portion including parking area under stilt and residential area to be constructed by the Developer at its own cost on the said property to the owners, hereinafter referred to as the "Owner's area". The remaining 63% (Sixty three percent) of built up-,area/super built up area of all the flats in the proposed multi-storied complex constructed at the cost of the Developer shall become the exclusive property of the Developer, hereinafter referred to as the "Developer's Area". The land owners shall not have any physical or legal claim over the Developer's Area and right, title and

Anandendra Kumar
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Anandendra Kumar
Ranghendra Pr. Singh
21/08/19

interest on the said share shall accrue upon the Developer and upon which the owners shall not have any sort of right, title or interest in any manner.

4. Immediately after the execution of this Developer Agreement, the Developer shall proceed expeditiously with the preparation of the building plans and drawings, for the said complex,
5. All types approvals and permissions from the competent authorities i.e. Mineral Area Development Authority/Municipal Corporation and such other authorities as may be deemed necessary for the satisfactory construction of the complex, or registration of developers etc. shall be obtained by the Developer with the necessary assistance and co-operation of the Owners The Owners agrees to sign all such papers that may be deemed necessary by the Developer for obtaining such approvals or for such other purposes as may be deemed essential. The fees, costs, charges and expenses relating to permissions/ sanctions shall be borne by the Developer. The construction should be start within 3 months from the date of Approval and handing over the clear land to developer.
6. If any correction alternations and revisions in the aforesaid plans are required by the MADA/Municipal Corporation or any other authority before getting approval of the plans of the complex, the developer shall make the same after intimating the owners.

Anurag Kumar
2/08/19
Anurag Kumar
2/08/19
Ranghendra Pr. Singh
2/08/19

7. The undivided right, title interest and share of the owners and the Developer in the said property and the said complex thereon, after completion of construction in accordance with the sanctioned plans, in the residential portion and parking space shall be as follows :
8. Upon completion of construction of the said complex, the owners and the Developer shall have absolute right, title and interest over their respective share and they will be free to transfer their shares without the permission of each other.
9. The owners and/or their nominees shall solely and exclusively be entitled to and shall have absolute right, title and inters over the owner's Area. They shall be fully entitled to use and enjoy the same either themselves, individually or collectively, or shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, in any manner whatsoever on such terms and conditions as may be decided by the owners or its nominee(s), individually or collectively.
10. Any extra area fall or allotted to the owners beyond the aforesaid, 37% of the Owner's Area, then in that case the owners shall have to pay to the Developer prevailing market rate in the surrounding area and vice-versa.
11. The Developer and/or its nominees shall exclusively be entitled to the developer's Area. They shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, in any manner whatsoever as deemed fit by them to any person, association of persons, from

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Anandendra Kumar
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Anandendra Kumar
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Ranghendra Pr. Singh
2/06/19

body corporate, cooperative societies, government agencies, etc on such terms and conditions as may be decided by the Developer or its nominee(s) individually or collectively.

12. The Developer agrees to completely develop and constructed the said complex and give possession of the owner's Area to the owners, within a period of Two years from date of handing over of the vacant possession of the said property to the Developer or sanction of the building plans by the concerned authorities, whichever is later, with a grace period of one year only which shall be allowed for the completion of the project without any extra charges. Here time is the essence of this project. However, upon the occurrence of any of the following events including but not limited to fire, accident, rigouts, flood, earthquake, strom, terrorist activities, war, Act of God, any governmental or municipal action, prohibition or restriction or legal action initiated by the legal heir or anybody against the Developer or anybody or any situation which is beyond the control of the Developer which in any way adversely affects they right of the Developer to construct the said complex, it shall be declared an event of force majeure and upon the occurrence of the said delay in construction because of force Majure, the Developer shall not be bound or liable to pay the compensation to the owners for said period of delay.
13. It is hereby expressly, irrevocably and irretrievably agreed and declared by the Owners that.

Anandendra Kumar
2/06/19
Shamendra Kumar
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Ranghueshwar Pr. Singh
2/08/19

14. Delivery of possession of 37% of the total built up area /super built up area in residential portion of the said complex in the manner provided herein shall form and always be deemed to form fair, reasonable and adequate consideration for the 63% of the undivided right, title interest and share in the aforesaid agreed to be conveyed a herein above by the owners to the Developer and/or its
15. That, owners shall at no time demand any premium in any form or any interest in any dealing regarding sale of Developer's Area and the Owner shall execute all such deeds and documents as may be required by the Developer in this regard.
16. The GST, service tax and others taxes for the owner share of 37% will be provided by the owner's itself as applicable.
17. The owners will provided the charges for the Generator and transformer for his proportionate share, before the installation the same.
18. The owners hereby grant exclusive right and license to the Developer to take up and proceed with the development, planning and construction of the said Complex in terms of this Development Agreement and will hand over vacant physical possession of the said, property, more fully described in the Schedule hereunder written. This right and license granted to the Developer by the owners shall be license as contemplated in Section 60B of the Indian Easement Act, 1982 without prejudice to the right of the

Anand Kumar
21/08/19
Sharmada Kumar
21/08/19
Sanghendra Kr. Singh
21/08/19

Developer to enter into an agreement for sale in case the development is going as per the schedule.

- (i) The owners shall not cause any interference or hindrance in the construction and/or enjoyment of the said complex on the said property by the spirit to this Agreement
 - (ii) The owners shall not to do any act, deed or thing whereby the Developer may be prevented from, selling assigning and disposing of the units in the Developer's Area.
19. It is agreed that any agreement or arrangement made or entered into at any time by the owners in breach of or in violation of terms and conditions of this Development Agreement shall be null and void.
20. The owners hereby irrevocably undertake not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said property or any part thereof during the continuance of this Agreement and undertake not to do any act, deed, matter or things as shall be in breach of the terms of this Agreement, The owners shall at no point of time during the continuance of this Agreement try to dispossess the Developer from the said property, except in accordance with this Development Agreement.
21. After the Developer is given the possession of the said property they shall be free to do all act, deeds and things required for the

Amarendra Kumar
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Shamendra Kumar
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Ranghendra Pr. Singh
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development and construction of the said complex at the Developer's own cost and expenses.

22. The Developer shall be entitled to develop the said property by constructing thereon one or more structures, consisting of flats, parking spaces and other structures, in terms of the buildings plans sanctioned by municipal authorities and/or any other concerned authorities.
23. The Developer shall develop the said property at its own cost and shall alone be responsible for the development of the said property in accordance with the terms of this Agreement it shall be the absolute prerogative and authority of the Developer to plan out the scheme of development, appoint legal consultants, architects, various agencies involved in the construction activities, to plan out marketing strategy of the premises in the said proposed complex and to do all such other functions, duties activities, acts, things, etc. Which are involved or which may arise during the course of development or related to the construction, or development and completion of the said project and the owners shall not raise any objection to the, or manner, or scheme of development of the said property by the Development or create any obstruction, hindrance or difficulties of any nature whatsoever to the developer in the development of the said project or appointment of various agencies, consultants and setting their charges and fees. The Developer shall approach the various authorities for obtaining various service

Anurag Kumar
21/06/19
Anurag Kumar
21/06/19
Raghavendra K. Singh
21/06/19

connections for the said Land and/or the buildings to the constructed thereon. However all activities as are set out in this clause shall be done by the Developer at their own cost and the owners shall not be liable to defray any costs or claim of any party arising there from.

24. The Developer shall be entitled to enter into agreement for sale or otherwise allot tenements as comprised in the Developer Area in the said complex which is 63% of the total built up area/super built up area and which does not form part of the owner's Area. The Developer shall exclusively be entitled to realize all amounts receivable under such agreements, sale deeds, deeds of allotment etc. For development and construction of the said complex and for its own use. The purchaser of the flat or whatsoever will have equitable right, interest, title over lift, guard room, generator, etc. And such other common area facilities after the units of the complex area sold to them respectively.
25. The Developer hereby agree and covenant with owners not to do - any act, deed or thing whereby the owners may be prevented from, selling, assigning and disposing of units in the owner's Area.
26. The Developer hereby agrees and covenants with the owners jointly to get the subject project cleared by all authorities that may be necessary for the purpose of construction and after constructing the building the Developer must obtain the clearance occupancy

Amarendra Kumar
21/06/19
Shamendra Kumar
21/06/19
Ranghuesha Pr. Singh
21/06/19

certificate from MADA Dhanbad/Municipal Corporation with the assistance and cooperation of the owners.

27. The Developer hereby agree and covenants with the owners not to violate or contravene any of the provisions or rules applicable for construction fo the complex as a result of which the obligations and liabilities would upon the owners.
28. The Developer hereby undertakes to keep the owners indemnified from and against all third parties claims and actions arising out of any part or act or commission of the Developer in or relating to the construction of the said complex.
29. After delivery of possession of the owner's Area to the owners by the Developer in terms of this Development Agreement, the owners shall be fully entitled to enter into Owner's Area in the said complex, which is 37% of the total built up area/super built up area and which does not form a part of the Developer's Area.
30. The upper surface of the last roof shall remain in exclusive possession of the Developer and Owners in the same ration of 63% (Developer) and 37% (Owner) if any further construction will be done, any purchaser shall not claim any right , title and interest over the same. No occupant of any part of the said complex shall have any exclusive right, title and interest over the common area and common facilities except the right of common use.

Anandendra Kumar
2/06/19
Anandendra Kumar
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Anandendra Kumar
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31. The Developer shall be entitled to borrow money from any bank or financial institution against mortgage of the Developer's Area of the residential flats without creating any financial liabilities on the owners or affecting their interest. It is clearly mentioned that in no event the owners nor any of his estate shall be responsible, and/or be made liable for payment of any dues of such bank or banks and the Developer shall keep the owners indemnified against all actions, suit, proceedings and costs charges and expenses in respect thereof. The owners shall deliver or show the original copy of title deeds, mutation, rent receipt and all building plan/completion plan/house-tax bill etc. To the Developer to satisfy the latter about their title and clear from any Bank Loan in respect of the said property.
32. In case there be any defect in the title of the owners or there be any liability or any encumbrance on the property, then in such event, the Developer shall be entitled to have such defects cured and/or liability cleared, for and on behalf of the owners at the cost and expense of the owners.
33. The owners shall indemnify the Developer, any loss suffered by the Developer, if the housing project which is the subject matter of the present Agreement, is stalled by any overt or covert act/deeds done by or on behalf of the owners which includes any legal hurdles i.e. court proceeding/court stay initiated by any co-owners/legal heirs of the property in question or any person claiming to be the owners/legal heirs of the said property in question.

Anuragendra Kumar
2/08/19
Anamendra Kumar
2/08/19
Anuragendra Sr. Singh
2/08/19

34. The Developer shall be at liberty to generate funds by advertising, selling, booking/mortgaging of the flats of the proposed Residential Complex/multi-storied building of his own share. It is clear that by any reason the land will be not mortgage for project loan.
35. The Developer undertakes to obtain all sorts of government clearances and government sanction from the concerned competent authorities for the proposed construction of the multi-storied building schedule land of this Agreement at their own cost and owners shall not be liable for reimbursement of any costs, charges and expenses for any reasons.
36. The owners shall not be held liable and responsible, for payment to be made whatsoever to labours, material suppliers, and the staff employed by the Developer and the dispute/differences related thereto and accursed thereupon to any government agencies or any local bodies in respect to the proposed construction over the Schedule land of this Agreement and that will be the sole responsibility of the Developer including all the legal consequences related thereto and owners shall not be responsible for the same. However, in the event any such dispute/differences liability arises due to any act or omission on the part of the owners. Then the owners shall be held liable for the same and they shall have make good the loss incurred by the Developer due to the owner's act or omission.

Arunachandra Kumar
21/06/19
Ramesh Kumar
21/06/19
Ranghendra Pr. Singh
21/06/19

37. The Developer shall be solely entitled for booking and sale of units/flats of the complex and to receive the payments in lieu such sale and booking of the units of Developer's Area.
38. The owners shall not be held responsible for any dispute between the purchaser of the flats and the Developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchasers.
39. All municipal taxes and other statutory charges in respect of the said Property till the date of handing of the possession shall be borne and paid by the owners and from the date of handing over of the possession till the delivery of possession of the constructed area, the same shall be borne and paid by the Developer to the authorities concerned.
40. After delivery of the owner's area to the owners, all taxes in respect of the said property and the said complex thereon shall be borne and paid by the owners and the Developer and/or its respective nominee(s) in the proportion of their respective shares in the total built up area/super built up area in the complex.
41. It is agreed that if any levy is imposed by any public body or bodies or government or such other concerned authorities for the development/betterment of the areas in which the said property is located and the complex is built or any other statutory levy become applicable to the said property and/or the complex thereon, then the

Anuragendra Kumar
21/06/19
Shamendra Kumar
21/06/19
Rajendra Pr. Singh
21/06/19

same shall be paid by the owners and the Developer and/or their respective nominee(s) jointly, in the same proportion as their respective shares of the built up area/super built up area in the said complex.

42. The owners agrees that in case any fine or penalty by way of compounding, is imposed on the said complex for any alleged deviation from the sanctioned plan resulting in any excess construction of the built up area/super built up area, then the same shall be borne and paid by the Developer and the other provided the same is within permissible limits. Any penalty or fine etc. For construction beyond the permissible limits shall be exclusively borne by the Developer.
43. The word' proportionately with all its cognates and variations, whenever it is used in these presents, shall mean the proportion in which the parties hereto and/or nominees acquiring portion of the complex are entitled to in the covered areas in the complex.
44. The Parties shall execute a registered deed in respect of the present deed before the Registrar at the earliest at a mutually convenient date and the expenses for the same shall be borne by the Developer.
45. It is agreed between the parties that in case of registration of these present, the stamp duty, registration fees & other miscellaneous expenses including lawyer's fee for registration to this Agreement

Anand Kumar
27/06/19
Anand Kumar
27/06/19
Ranghendra Pr. Singh
27/06/19

and/or for power of attorney as contemplated under this Agreement shall be paid by the Developer.

46. It is agreed that in all transfer/conveyances of built up area/super built up area, the purchaser transferee shall bear the cost of the stamp duty, court fees and other registration charges.
47. The maintenance and running cost of that apartment shall be maintained & run by the society formed by the purchaser of the flats of the building or Owners/Developers.
48. The name of the proposed multi-storied building shall be "BAIJNATH ENCLAVE"
49. Any notice required to be give by the Developer shall be deemed to have been served on the owners, if delivered by hand and duly acknowledgement or send by prepaid registered post with acknowledgement due and on the Developer, if delivered by hand or send prepaid registered post with acknowledgement due to the known address which appears in this Agreement, or such other changed address as may be intimated in writing to the other party herein.
50. In case of any dispute or difference arise out of these presents and/or any misrepresentation of the terms and conditions of these presents, then the same shall be referred to the decision of the Arbitrations one to the appointed by the OWNERS and another by the DEVELOPER. The Arbitrators so appointed may jointly

Arunachandra Kumar
2/06/19
Shamendra Kumar
2/06/19
Ranghwarthar. Singh
2/06/19

nominate a third Arbitrator and they jointly act as Arbitral committee and their decision shall be final and binding on the parties. The Arbitral proceedings shall be conducted and shall be governed by the Arbitration and conciliation Act, 1956 as amended from time to time.

51. No modification or waive of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto.
52. It has been also mutually agreed that all the terms and conditions set-forth herein above shall be equally binding upon the legal successors and representative of both the parties and this Agreement shall be deemed to come in force and effect from the date of this Agreement.
53. That Developers will be entitled to execute the deed/deeds of agreement to sale, sale, gift, lease, mortgage and any other deed/deeds and present before registering authority to registered them under his allotted share i.e. 63% of land/ total built up area/ total super built up area and common passages and etc.

SCHEDULE

All that piece and parcel of Rayati Land situated in Mouza -Kolakusma, P.S.-Saraidhela, Sub -Registry office, Dhanbad, in District-Dhanabad Mouza -Kolakusma, Mouza No.-12, Old Khata no.-123, New Khata no.-266, Plot no.—75(p), 76(p) 79(p) New Plot No.-82, 91 and 88 measuring an area-17.40 decimals which is butted and bounded as follows :-

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Amrendra Kumar
21/08/19

Dharmendra Kumar
21/08/19

Raghvendra Kumar Singh
21/08/19

North: 19' 6" feet wide road)
South : Lot No.-1 Amrendra Kumar)
East : House of Mr. Pal (Lot No. 15))
West : Lot No. 18)

Above mentioned land has been recorded in Register II of Circle office Dhanbad Volume No.-3 Page No.-99, Area -6 Katha or to say 9.90 dec. under New Khata No.-266, New Plot No.-82, 91 and 88 in the name of Amrendra Kumar (Land Owner No.-1, Dharmendra Kumar Land Owner No.-2 and Raghvendra Kumar @ Raghvendra Kumar Singh Land Owner No.-3)

Above mentioned schedule property is situated is within Dhanbad Nagar Nigam Ward No.-23, Holding No.-0230003289000MO.

Above mentioned land has been recorded in Register II of Circle office Dhanbad Volume No.-3 Page No.-111, Area -7.50 dec. under New Khata No.-266, New Plot No.-82, 91 in the name of Raghvendra Kumar @ Raghvendra Kumar Singh Land Owner No.-3)

Above mentioned schedule property is situated is within Dhanbad Nagar Nigam Ward No.-23, Holding No.-0230003288000MO.

As per Govt. value the property has been estimated value of 92,47,600/-

Anand Kumar 2/06/19
Anand Kumar 2/06/19
Ranghendra Pr. Singh 2/06/19
2/06/19

IN WITNESS WHEREOF THE LAND OWNERS HERETO HAVE SET AND SUBSCRIBED THEIR HANDS AND SEALS ON THIS THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

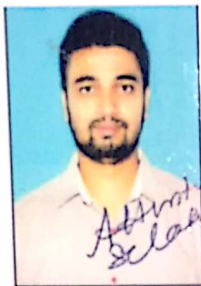
Photographs & Signature



Naveen 17
2/6/2019



Photographs & Signature



Kumar - Abhinav
2/6/19



Certified that the finger print of the left hand of the land owners and Developers whose photograph affixed in the document have been duly obtained before me.

Selahi

WITNESSES - 1 Z.No. 2/93
Dharbad

Kaushal Kant Singh Choudhary,
S/O - Kabe Bhagwat Pd. Singh
Choudhary
At + PO - Ichant
Banswadda Dharbad
2/6/2019

WITNESSES - 2

Kuradum Laha
S/O Pankaj Ch Laha
Kulbesa ps
Banswadda
Dharbad
2/6/19

OWNERS: (1) SRI. AMRENDRA KUMAR S/O LATE BAIJNATH SINGH
 (2) SRI. DHARMENDRA KUMAR S/O LATE BAIJNATH SINGH
 OF KRISHNA NIWAS SURYA BIHAR COLONY, BARTAND P.O
 AND P.S DHANBAD DIST DHANBAD (3) RAGHVENDRIA KUMAR
 @ RAGHVENDRIA KUMAR SINGH S/O LATE BAIJNATH
 SINGH OF KRISHNA NIWAS SURYA BIHAR COLONY BARTAND
 P.O AND P.S DHANBAD DIST DHANBAD AT PRESENT NO 14
 ON 3RD FLOOR YELAHANIKA BANGALORE (KARNATAKA)

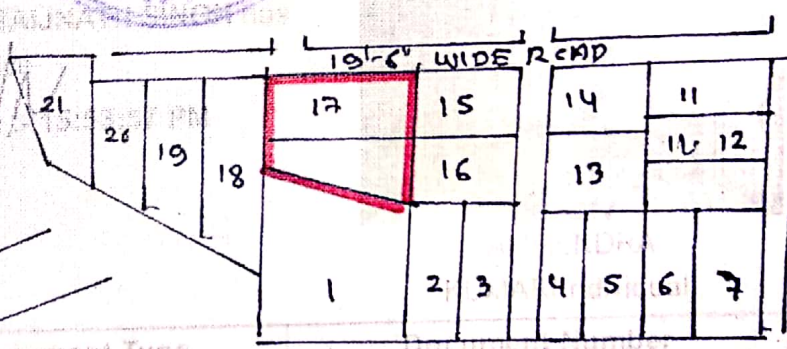
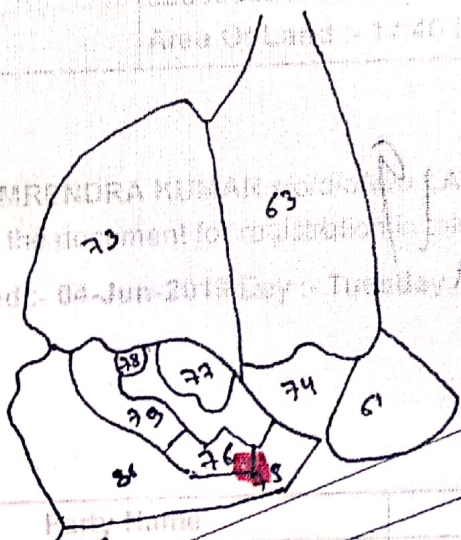
DEVELOPERS: M/S SHAKTI SAI BUILDERS AND DEVELOPER THROUGH
 ITS PARTNER SRI. HAVEEN KUMAR JHA S/O LATE
 BISHAMVER JHA OF VINDIYACHALL APPT, FLAT NO 3-C
 SUBHASH NAGAR SARAIKHELA P.S SARAIKHELA DIST
 DHANBAD AND SRI. KUMAR ABHISHEK S/O OM PRAKASH
 JHA OF A LOWER BURDHWAN COMPOUND DHOBI GIAT
 LANE NEAR DEVALAYA MANDIR RANCHI P.O LALPUR
 P.S LALPUR DIST RANCHI

Deed Type
 Number of Pages
 Fee Details

Property No.
SCHEDULE: MOURA: KOLAKUSMA NO 12 OLD KHATA NO 123
 NEW KHATA NO 266 PLOT NO 75, 76 NEW PLOT
 NO 82, 91 AND 88 AREA 17.40 DEC.

BOUNDARY: NORTH: 19'-6" WIDE ROAD
 SOUTH: LOT NO. 1 AMRENDRA KUMAR
 EAST: HOUSE OF MR. DAL (LOT NO. 15)
 WEST: LOT NO. 18

SHOWN IN RED



TRACED BY
 [Signature]

Amarendra Kumar
 Dharmendra Kumar 2/6/19
 Raghavendra K. Singh
 2/6/19



सत्यमेव जयते

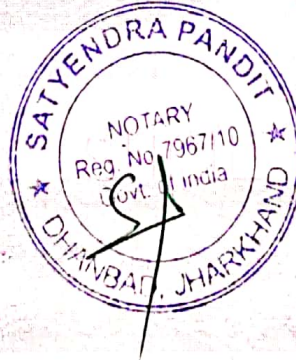
INDIA NON JUDICIAL
Government of Jharkhand

e-Stamp



Certificate No. : IN-JH23399656388048R
Certificate Issued Date : 18-Nov-2019 10:54 AM
Account Reference : SHCIL (FI)/jhshcil01/ DHANBAD/ JH-DB
Unique Doc. Reference : SUBIN-JHJHSHCIL0133055914946017R
Purchased by : SHAKTISAI BUILDERSANDDEVELOPERS
Description of Document : Article 46 Partnership
Property Description : PARTNERSHIP DEED
Consideration Price (Rs.) : 0
 (Zero)
First Party : NAVEEN KUMAR JHA
Second Party : KUMAR ABHISHEK AND OTHERS
Stamp Duty Paid By : NAVEEN KUMAR JHA
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

19 NOV 2019



NOTARY
DHANBAD

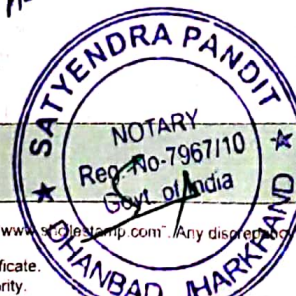
-----Please write or type below this line-----

RECONSTITUTED DEED OF PARTNERSHIP

THIS RECONSTITUTED DEED OF PARTNERSHIP MADE THIS the
18th day of November Two Thousand & nineteen BY AND
AMONGST

November 18

Abhishek Rekha Devi



SR 0006034402

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at 'www.e-Stamp.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.

1. SRI NAVEEN KUMAR JHA son of Late Bishamver Jha by faith Hindu by caste Brahmin, resident of Flat no- 3C, block B, Vindhayachal Apartment, Subhash Nagar, Saraidhela, P.S. Saraidhela Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) hereinafter called and referred to as the FIRST PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the FIRST PART. [Indian Citizen]

2. SRI KUMAR ABHISHEK son of Om Prakash Jha by faith Hindu, by caste Brahmin, by occupation business, resident of Lower Burdwan Compound, Dhobi Ghat Lane, Sub division and District Sub Registry office and District Ranchi (Jharkhand) hereinafter called and referred to as the SECOND PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the SECOND PART. [Indian Citizen]

3. SMT REKHA DEVI W/o Late Sanjay Jha by faith Hindu, by caste Brahmin, by occupation business, resident of Kusum Vihar Ph. - II P.S. Saraidhela Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) hereinafter called and referred to as the RETIRING PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs,



Navleen K

Kumar-Abhishek

Rekha Devi

executors, administrators, representatives and assigns) of the LAST PART. [Indian Citizen]

Initially the Partnership firm named M/S SHAKTI SAI BUILDERS AND DEVELOPERS was constituted vide deed dated 07th July 2014, which was engaged in the business of construction of residential and commercial complex, being carried by two partners namely Sri Naveen Kumar Jha as First Party and Sanjay Jha as Second Party. But due to unfortunate demise of Second Partner, in compliance with provisions in the deed, the legal heir of the deceased partner, later introduced in the partnership. So, the deed was reconstituted on 25.04.2019 and the legal heir of the then Second Partner became partner in the partnership business. Later after few days, a new partner was introduced, presently second party in this indenture and the deed was again reconstituted on 09.05.2019.

WHEREAS the Retiring Partner gave a notice of one month and expressed her unwillingness to continue as partner, hence the deed is being reconstituted citing terms and conditions applicable to the new partnership business.

AND WHEREAS under the circumstances it has been considered advisable to make out a formal instrument of partnership incorporating therein the terms and conditions of the partnership formed by and amongst partners.



Naveen K

Kumar - Abhishek Rekha Devi

NOW THIS DEED OF PARTNERSHIP WITNESSETH AND THE PARTIES HERE TO HEREBY MUTUALLY AGREE AND COVENANT WITH EACH OTHER AS FOLLOWS:-

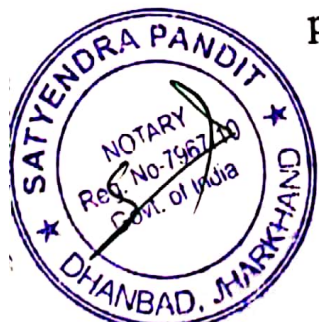
That this partnership shall continue from 18th day of Nov 2019.

That the business of the partnership shall continue to be that of real estate developers i.e. construction of Residential & Commercial Complexes and sale thereof and all types of civil works or shall be of such other nature the parties hereto may agree upon and decide mutually from time to time.

That the business of the partnership shall continue to be carried on under the name & style of 'M/S SHAKTI SAI BUILDERS AND DEVELOPERS' hereinafter called the 'FIRM'.

That the principal place of the business shall be located at Flat no 3c, Block B Vindhyachal Apartment, Subhash Nagar, Saraidhela Police Station Saraidhela in the District of Dhanbad, which shall be treated as its head office. The parties, however by mutual agreement shift the same to some other place or open branch/branches at some other place/places throughout the state of Jharkhand.

That the Bank Account or Accounts to be opened in the firm's name and shall be operated upon by both the partners singly or jointly. In case of earlier bank account/s, operations shall be performed by the existing partners singly or jointly.



Monments

Suma-Abhinav Rekha Devi

That the partners shall contribute such amount or amounts towards their capital in the firm and the same shall be brought in as when so required as per their resources.

That, both the partners shall be working partners and shall devote their time and attention in the conduct of affairs of the partnership business as the circumstances and business may require.

That, it is mutually agreed by and between the parties, that partners shall be entitled to interest on capital @ 12 p.a. of the amount outstanding in the credit balance of capital A/c of the partners.

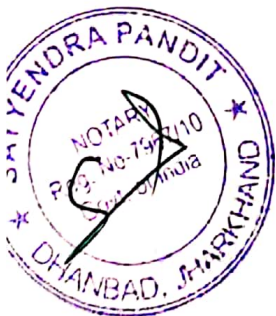
That the Capital of retiring partner standing credit as on the 18.11.2019 shall get transferred to the bank of that partner

The remuneration payable to the aforesaid working Partner shall be mutually agreed to by and between the partners, subject to maximum ceiling of the aggregate of the following or such other ceiling as specified in section 40 (b) of the Income Tax Act 1961.

On the First 3,00,000 of Book Profit	Rs. 1,50,000/- or 90% of Book
or in the case of Loss	Profit the whichever is More.

In case of Book Profit exceeding	60% of Book Profit.
Rs. 3,00,000/- for the year.	

Explanation :- For the purpose of this clause the expression "Book Profit" shall mean the "Book Profit as defined in Section 40 (b) of



Noneer K

Dhyanendra Pandit Rekha Devi

Income Tax Act, 1961, or any statutory or reenactment for the time being in force.

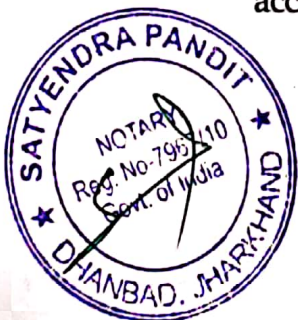
That both the partners, however, may by their mutual consent add to alter, modify and vary this clause in any manner as may be mutually decided between them from time to time.

That the net profit or god forbid the losses of the firm after deduction of all expenses as well as interest and salary/remuneration payable to the partners shall be shared or distributed by the partners in the following proportions:

FIRST PARTY	Naveen Kumar Jha	75% SHARE
SECOND PARTY	Kumar Abhishek	25% SHARE

That the accounting year of the partnership shall be the financial year ending 31st March every year. So soon as may be after the close of each accounting year all accounts of partnership business shall be adjusted and a profit & loss account and balance sheet shall be prepared.

That proper book of accounts shall be maintained according to the trade custom recording therein all the transactions of the firm truly and faithfully as and when they occur. Each of the partners shall have right to access, to inspect and to take extract from the book of accounts preferably during the business hours. In absence of book of



Naveen K

Kumar - Abhishek

Rakha Devi

accounts the net profit shall be estimated as mutually agreed upon between the parties.

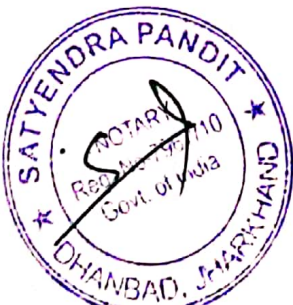
That unless otherwise decided by the partners, the business of the firm shall be carried on and controlled by the partners generally with the aid and assistance of the employees of the firm.

That both the partners will, by the mutual consent withdraw such amount or amounts as may be deemed required for their personal expenses which will be debited in their respective drawing accounts to be opened for the purpose.

That both the partners shall carry on the business of the firm to the greatest common advantage, be just and faithful to each other and render true and accurate information of all things effecting the firm .

That if in the best interest of the firm, admission of a new partner or partners in deemed advisable, the partners reserve their right by mutual agreement to admit one or more partner or partners into the firm on such terms and conditions as may be agreed upon mutually by and amongst the continuing partners and the incoming partner or partners.

That none of the partners shall mortgage or hypothecate his interest or share in this firm to an outsider or otherwise alienate the same without the consent of the other partner obtained previously in writing.



Navendu

Kumar-Abhinav Rekha Devi

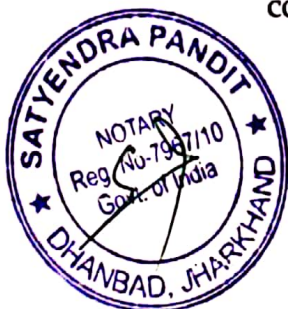
That the partnership business shall not be dissolved on the death of any of the parties, but shall continue to be carried on by the surviving partners and the next heir or legal representative of the deceased partner and the partnership deed shall be deemed to have been reconstituted ipso facto.

That none of the partners in case of any dispute amongst themselves shall be entitled to lock up the business premises, godown or office of the partnership business nor shall be entitled to close the business or freeze the Bank account/ accounts of the firm. In case any partner does so he shall be held liable and responsible for all the losses that may be caused to partnership for his such activities.

That both the partners hereby authorize each other to do the following acts jointly or severally for and on behalf of the firm by mutual consent.

To carry on, manage and conduct all business arising out of the contracts awarded to the firm and in the name and on behalf of the firm including signing of tenders, quotations, accepting jobs, signing of all agreements, bills, applications and giving notices for and on behalf of the firm and signing all other forms and giving valid receipts and/or discharge for and on behalf of the firm.

To appoint Engineers, Agents, skilled workers for execution of contract works, and also to appoint architect for survey, preparation



Manoj

Asmita Bhishuk Rekha Devi

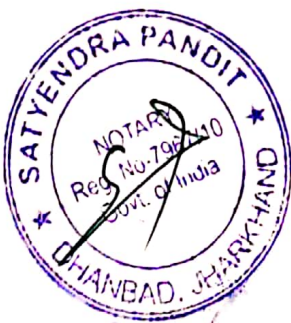
of plans and designing etc. and to appoint legal advisers and other competent person or persons in carrying out of business smoothly and efficiently and pay remuneration, bonus or other emoluments as would be necessary for and on behalf of the firm.

To receive payments from all the government departments, undertakings and organizations and other parties, encash and endorse bills, Cheques, drafts, deposit earnest money and security money in any form.

To refer and settle all claims, disputes, differences etc. relating to and arising out of the contract job, works, workmen or other as mentioned hereinbefore for and on behalf of the firm.

To refer to arbitration any dispute, claims, difference, contracts and to sign the arbitration clause, agreements, work order and/or to enter into compromise settlement etc. whether by giving up a portion of the claim or not and to grant receipts, discharge etc. in full and final settlement of all matters thereto in all the department for and on behalf of the firm. All such reference to the arbitration shall be according to the arbitration and conciliation act, 1996 (Act 26 of 1996)

To receive Cheques, drafts, hundies, pay orders and any other type of instrument and make payments of the monthly emoluments, fees of any other bills payable in connection with the contract, job, legal charges, Income tax/sales tax demands for and on behalf of the firm.



Names

Kamal Abhinav Rekha Devi

To appeal, to move and file petitions in any proceedings and to accept service of notice, to produce and to take back documents and to apply for and take delivery of copies, to authorize and appoint representatives to all acts and deeds in all courts, revenue offices and all other taxation and recovery acts, apply for refunds and refund vouchers and to receive refund vouchers, Cheques and pay orders, to arrange for and accept any compromise on behalf of the firm in any proceedings, to inspect files, records and papers and documents filed and ordered therein, to represent the firm in all matters and to do every other necessary and lawful act.

To receive payment against sale of flats/shops/any type of commercial spaces developed and constructed by the firm and entered into agreement for sale of flats/shops/Commercial spaces etc. and to grant valid receipt/discharge against payment received.

That the parties may by mutual consent add to alter, modify or vary the terms of this partnership or any of them.

That the partnership shall be governed by the provisions of the Indian Partnership Act, 1932 as amended from time to time save and except which is specifically provided otherwise in this deed.

That all disputes arising in the conduct of the business of the partnership firm as between them or originating either in the construction or interpretation of the term or terms of this partnership



Naveen

Sumit - Abhinav

Rekha Devi

deed or otherwise shall primarily and ordinarily be settled by reference to arbitration unless there be reason for decision to the contrary, no partner shall rush to the court of law for the adjudication of the disputes.

IN WITNESS WHEREOF THE PARTIES HERETO WHILE IN SOUND HEALTH AND PERFECT MIND AND OUT OF THEIR OWN FREE WILL AND CONSENT, SET AND SUBSCRIBE THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

Note:- This partnership deed is prepared and typed in duplicate in same process on two separate stamp papers and after its execution one copy will be kept by each partner and both deeds shall have same legal value.

WITNESSES:

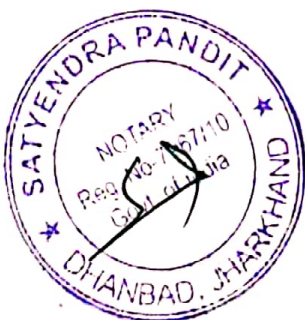
1. Lakshmi Kant Singh Choudhary,
S/o- Late: Bhagwant Pal Choudhary,
A1-P.O- Kharri
Dist- Dhanbad.

Naveen K
(Signature of the First Party)

2. Late Sonu
S/o- Binod Raj Chandra,
Owner

Hemant Abhishek
(Signature of the second Party)

Attested
Satyendra Pandit
Notary Dhanbad
(Signature of the Retiring/Last Party)



Authorised
u/s 297 (i) (c) of the Cr. P.C. 1973
(Act No 11 of 1974) & u/s (8) (i)
of the Notaries Act 1952
(Act No 53 of 1952)