

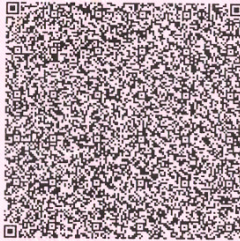


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Certificate No. : IN-JH06536184004633P
Certificate Issued Date : 17-Jul-2017 04:31 PM
Account Reference : SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB
Unique Doc. Reference : SUBIN-JHJHSHCIL0109373823666486P
Purchased by : NATARAJ BUILDER AND DEVELOPERS : MANOJ KUMAR PANDEY
Description of Document : Article 46 Partnership
Property Description : N A
Consideration Price (Rs.) : 0
(Zero)
First Party : MANOJ KUMAR PANDEY
Second Party : AS APPLICABLE
Stamp Duty Paid By : MANOJ KUMAR PANDEY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Ashwini Kumar Mandal
Dhanraj Kumar
Manoj Kumar Pandey

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

THIS DEVELOPMENT AGREEMENT made at DHANBAD on this the 21st day of July 2017

BY AND BETWEEN



Sri Ashwini Kumar Mandal, S/o Late Sudha Kristo Mandal, by faith- Hindu, by Caste- Mandal, occupation- Service, resident of Mandal Basti, Dhaiya, P.O. ISM, Sub Registry Office and District Dhanbad (Jharkhand) hereinafter called and referred to as "LAND OWNER" which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives and assigns of the ONE PART. (Indian Citizen).

VO 0004262292

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NATRAJ BUILDERS & DEVELOPERS, J.C. MALLICK, ROAD, HIRAPUR DHANBAD, P.S. & Dist- Dhanbad, represented by (i) Dhananjay Kumar, S/o Ramadhar Yadav, R/o Gandhi Road, P.S. Dhansar, Dist- Dhanbad, and (ii) Manoj Kumar Pandey, S/o Late Udit Narayan Pandey, R/o J.C. Mallick Road, Hirapur, Dhanbad, P.O., P.S. & Dist- Dhanbad the "BUILDER/DEVELOPERS" (which expression shall, unless excluded by or repugnant to the context be deemed to mean and included its successors and assignees) of the SECOND PART".

WHEREAS the landowner has absolutely signed and possessed by way of inheritance the piece of land measuring an area 10 Kathas of lands in Plot No. 4235 bearing Khata No. 78 in Mouza- Dhaiya, Mouza No. 06 by diverse act of possession, acquired and inherited by Khatiyani recorded in the name of Late Dhaju Mandal at Dhanbad and Ashwini Kumar Mandal being grandson of Late Dhaju Mandal inherited the said landed property and regularly paying rent to the government of Jharkhand in the Circle Office Dhanbad in the name of Original Khatiyani Raiyat/Grandfather namely Late Dhaju Mandal.

AND WHEREAS the developers have requested the landowner to allow him to develop the said lands and on the negotiation made between the parties hereto the landowner have agreed to the proposal and authorize the developers to develop the Schedule-"A" land below mentioned property for constructing a new multistoried building/apartment (as per approval of DMC) as per specification detailed in Schedule-"D" below on the ownership basis Flats/units and the owner is agreed to directly convey and transfer the land with new building and/or ownership Flats.

AND WHEREAS the parties hereto have agreed certain terms and conditions and the same are hereunder recorded in writing to avoid any future complication.

Ashwini Kr Mandal
Dhananjay Kumar
Manoj Kr Pandey

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

1. DEFINITION : Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them :-

(a) LANDOWNER shall mean Sri Ashwini Mandal and their respective heirs, executors, administrators legal representatives and/or assigns.

(b) DEVELOPERS shall mean NATRAJ BUILDERS & DEVELOPERS, J.C. MALLICK, ROAD, HIRAPUR DHANBAD, P.S. & Dist- Dhanbad, represented by (i) Dhananjay Kumar, S/o Ramadhar Yadav, R/o Gandhi Road, P.S. Dhansar, Dist- Dhanbad and (ii) Manoj Kumar Pandey, S/o Late Udit Narayan Pandey hereinafter referred to as the "BUILDER/DEVELOPERS" (which expression shall, unless excluded by or repugnant to the context be deemed to mean and included its successors and assignees) of the "ONE PART".

(c) LAND shall mean the space on which proposed building to be constructed including vacant space to be left around each building and enclosed by existing boundary wall which is detailed in schedule "A" below.

(d) BUILDING shall mean the building proposed to be constructed over the said land with sanctioned plan of DMC which will confirm to specifications as mentioned in schedule "D" below.

(e) SALEABLE SPACE shall mean the space in the building available for independent use and occupation inclusive of proportionate share of the space required after making due provisions for common facilities and the space required thereof.

Ashwini Ks Mandal .

Dhananjay Kumar

Manoj Ks Pandey

- (f) ARCHITECT shall mean such Architect or Architects may appointed from time to time for the project at the said building.
- (g) BUILDING PLAN shall mean a plan prepared by Architect appointed by the developers for the construction of the building on the said property and sanctioned by the DMC and/or other competent authorities.
- (h) LAND OWNER'S ALLOCATION shall mean the 32% portion of the constructed area in the proposed building which is to be allotted, to the land owner in accordance with the terms and conditions of these presents including the proportionate share in the common facilities and amenities and as described in the Schedule hereunder.
- (i) DEVELOPERS ALLOCATION shall mean the remaining portion of the building i.e. 68% of the said property after the allocation i.e. 32% to the land owner including the proportionate share in the common facilities and amenities of the proposed building on the said property.
- (j) COMMON FACILITIES AND AMENITIES shall include corridors, hallways, passage ways, drive ways, common lavatories, pump room, tube well, underground water reservoir, overhead water tank, water pump, motors, generators, Lift and other facilities, which may mutually agreed upon between the parties and required for the establishment, location enjoyment, provisions, maintenance and management of the building including the roof and terrace of the said building morefully described in the Schedule 'C- hereunder.
2. (a) The developers has paid to the owner a sum of Rs. 3,00,000/- (Rupees Three Lacs) only vide Cheque No.

Ashwini Khandal

Shrawanti Kumar

Manoj K. Pandey

"617876", dated 21.10.7/17 of the Allahabad Bank Branch ^{Park Market} Branch

Dhanbad and LANDOWNER shall execute a registered General Power of Attorney in favour of the builder/developers within 15 (fifteen) day of execution of this development agreement.

(b) In consideration of the landowner having entrusted giving license to the developers to enter the property, to demolish the existing structures and the developers has agreed to develop and construct multistoried building therein having shops/ dwelling units and / or ownership Flat as per specification detailed in the .schedule "D" below at its own cost and conferring on him the rights, power privileges and benefits mentioned herein.

- (c) All costs of construction of the proposed multistoried building shall be borne and incurred by the developers and the owner will not call upon to bar any expenses or costs hereinafter.
- (d) On completion of construction of the said building the landowner shall become entitled to exclusive use and occupation of the 32% built-up area comprises in the land owner portion of the building and the developers shall put the owners in undisputed exclusively possession thereof.

3. (a) The developers shall be entitled to advertise in his own name about the said development of the property and to propose sale of the flat/ unite portion /premises in the proposed building to be constructed and put up advertisement board on the property and to remove the debris and rubbish on demolition of old existing structures and to dispose of the same on its own cost.
- (b) The developers shall be entitled to enter into any agreement with any building contractor, architect, appoint agents "but not to assign any benefit of this contract for the purpose of

Ashwini K. Mandal
Dhananjay Kumar
Manoj K. Pandey

development of the said property in his/their own name and costs, risks and expenses.

(c) The developers shall be entitled to enter into any agreement with any building contractor, architect, appoint agents but not to assign any benefit of this contract for the purpose of development of the said property in his/their own name and costs, risks and expenses.

(c) The developers shall be entitled to all of flats or rights in the buildings and structures to be constructed so far as they related to developers allocations and to enter into any package deal, sale agreement and arrangement in relation thereto and also to receive advance money etc.

4. The landowner shall at the cost of the developers shortly after execution of this agreement shall execute a registered General Power of Attorney in favour of the developers giving him all necessary powers required to carry out the work of development and for completion of the project work, i.e. constructing a new multistoried residential building, or commercial/commercial-cum-residential building and to execute and sign, deed (&) documents in favour of the proposed purchasers of the Flats. That the owners shall not revoke or cancel the said General Power of Attorney, without assigning reasonable reason in writing to the developers.

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

Ashwini Khandal,
Dharmraj Kumar
Manoj K. Pandey

6. The developers covenant and agreed to complete the development and construction of the building with all amenities therein and thereon as per agreed specification within 36 months from the date of issue of sanction plan/map from DMC with a grace of 6 (six) months period subject to force major reasons and/or other reasons beyond the control of the developers in which event the time to complete the construction of the said building shall reasonably stand extended.

7. (1) The portion of the building which is to be allocated to the landowner share i.e. 32% covered/ constructed area out of the total built-up area only in the said building for residential /commercial purpose with all amenities and the small size car space in the basement area of the building in respect of 32% share for car parking.

(2) On completion of the said building the developers shall give notice in writing to the landowner when the landowner would be at liberty to take possession on and from the date specified for the landowner allocation in the said building on receipt of the notice on and from the date mentioned in the notice for taking possession, the landowner shall be responsible to pay all taxes, services charges and other outgoings in respect of the common facilities in the said building proportionate to the landowner allocation. Provided that any additional insurance premium costs or expenses by way of maintenance for any particular use of for any portion within the landowner allocation shall be paid by the landowner.

(3) That landowner shall bear towards the cost of installation of electric meter to the extent of landowner allocation only. The land owners shall pay 32% expenditure towards the total cost related to installation of transformer, electrification, generator, municipal water connection and any other expenditure in the

Ashwini K. Mendal.
Shamant Kumar
Manoj K. Pandey

said development and rest 68% shall be borne by the developers/ builder.

- (4) That after sanction of the building plan the land owner and the developers shall amicably partition all the flats, parking space etc. according to their proportionate share and shall sign and execute necessary document to avoid future complication between them.
- (5) In addition to the portion of the said building in the landowner allocations the landowner shall have no exclusive right title and interest in respect of the roof of the said building irrespective of the landowner allocation or developers allocation, provided that any occupier of any flat/unit/space in the said building shall have the right to visit the roof with technical hands and/or workers for the purpose of inspection of the common overhead water tanks, installation of radio aerials, T.V. antenna, cables, dish antennas etc. repairs and replacement thereof, But it clearly mentioned that if in future the competent authority permit the developers to make future construction over the roof of the proposed building the landowner shall have 32% right over the roof of the proposed multistoried building.

8. A scheme shall be framed by the parties herein for the management and administration of the said building, including the portion in common use and sharing the expenses of management, administration and maintenance of amenities in the said building including the use thereof and such scheme any rules and regulation framed under the scheme shall be binding on the occupiers of the said building, including in the landowner allocation and in the developers allocation.
9. (a) Any transfer of any portion of the said building out of the landowner allocation or developers allocation shall be subject to the

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provisions contained herein and all occupier shall be bound by the provisions contained in any agreement rules, regulations, byelaws and restrictions contained herein.

(b) Neither the landowner nor the developers nor any person occupying in portion of the said building whether in the landowner allocation or in the developers allocation shall use or permit to be used his portion or space occupied by him or his agents for carrying on any illegal or immoral trade or activity or to do or allow anything to be done that might cause any nuisance or annoyance or hazard to anybody inside the building or outside the building or to store any inflammable or explosive materials, goods, or products.

10. It is declared and agreed these present shall not be treated as conveyance or demise or transfer of any right, title or interest in the said property to the developers excepting the right to develop and/or construct multistoried building after demolishing of the existing structures and these presents shall be treated only a licence in favour of the developers to do all acts, things and deeds expressly provided herein and contained in the Power of Attorney to be executed.
11. The development of the said property by constructing building containing dwelling units /ownership flats space shall commence forthwith with all earnestness in accordance with the specification, plans, schemes and approvals of the competent authority, rules & regulations and byelaws of the authorities applicable at the cost, risks and responsibilities of the developers, the landowner having no responsibility in respect thereof in any manner whatsoever saved as contained herewith.
12. (i) The landowner hereby entrusts, handover and give license to developers to enter into the said property to demolish the existing

Ashwathi K. Khande
Devasanthi K.
Manoj K. Pandey

structures if any, develop the property and construct multistoried buildings thereon containing dwelling units/ ownership flats, shop and office spaces with the good materials and in accordance with the plan and specification mentioned hereinafter in schedule "D".

(ii) The developers hereby agrees to develop and/or cause to be developed the said property by constructing one or more building with good materials containing in the building/ dwelling units/ownership flats space in accordance with the agreed specifications of sanctioned plans, the rules and regulations in relations thereto with approval and/or sanction of the concerned authorities and at his own costs, expenses and arranging his own finance at his own risk and responsibility.

iii) The Landlord of this Agreement shall have no objection if any land neighbouring to this land (mention in Schedule-"A") is legally acquired by the builder for development/ construction of residential/residential cum commercial complex or multistory building, the developers/ builder will be at liberty to use all the land including above mentioned land jointly or separately along with any other acquired land as the builder/developers think disbursing the share percentage of the landlord and may construct one or more building on the entire land.

13. The developers shall be entitled to inspect the title deeds impression of the landowner's and the delivery of the landowner allocation shall be entitled to delivery of such title deed(s) and/ other relevant documents on accountable receipts with an undertaking to return the same when demanded.

14. (i) The landowner declares that he has not agreed, committed to or contracted or entered into any other agreement for sale or lease of the said property or any part thereof to any person other than the

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Dharmraj Kumar
Mentor per Pandey

developers and that they have not created any lien, charge, mortgage or encumbrances on the said property, and that they would keep the said property free from encumbrances during the subsistence of these presents, landowner shall compensate any loss occurred due to his fault from his share in the said building.

(ii) The landowner further declares that he has not done any acts things, deeds or matter whereby or by reasons of the said building or /and property may be affected or prevented in any manner whatsoever and undertakes to remove any possible impediment to the implementation of these presents.

(iii) The landowner declares he has not received any notice/ information from any govt local authority, municipal corporation authority or any other competent authority affecting the said property or imposing any restrictions on the development of the said property in the manner proposed herein at their own cost and effort.

(iv) The landowner hereby undertake, agree and covenant, not to cause any interference by themselves or through others in the development of the property or in the construction of the new building on the said property by the developers or through its agents, or do any deed or act preventing the developers from disposing or selling, assigning or disposing of or transferring any proportion of the developers allocation of the new building or to deal with the developers allocation in any manner whatsoever.

(v) The landowner declares and assure to the builders/ developers that he is the sole owner with all right, title, interest and peaceful possession.

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धरमन्दी कुमर
मन्दी 16/ फादी

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Sharanraj Kulkarni
Manoj Kulkarni

15. (i) It is clarified herein that in regard to the share of the developers allocations the developers shall have power to directly executed and deliver one or more deed of conveyance in favour of the proposed purchasers to the extent of the developers allocations through the power of attorney executed and granted by the landowner in favour of the developers and can enter into any agreement for sale or any other agreement.

(ii) The land landowner & Developers hereby agree that the purchaser of the unit/ units shall be entitled to create equitable or legal mortgage of his area of unit for obtaining loan from any financial institution.
16. The technical feasibility, compliance of all technical parameters and other technical aspects related to development will be sole responsibility of the developers. The developers shall borne & bear all cost if any.
17. The agreement entered between developers and the buyer will be sole reasonability of the developers; Any dispute related to performances, timely completion, payment ownership etc. will be between the developers and the buyer and landlord in no way will be responsible for the same.
18. Various clearance from various authorities and its legality with respect to this development will be sole responsibility of the landlord only.
19. Developers will be solely responsible for any accident, incident, loss demise of life or property till the property is handed over to the buyer. Any liability arisen due to the same will be sole responsibility of the developers.
20. Be it stated that the developers shall get approval of the plan from DMC of the proposed multistoried residential complex / Residential

cum commercial complex. A contractor shall be appointed by the developers to demolish the existing structure if any at its own cost and expenses and all material of the demolished structure shall be treated as the property of the developers and the developers shall remove, sell or use the same immediately for speedy construction of the building in which the landowner shall have no concern.

21. That, in case of any accident or death during the construction it will be the sole responsibility of the developers and the land owner will be kept fully indemnified against all actions, suits, proceedings and cost, charges and expenses in respect thereof by the developers.
22. That, in case, in future (after completion of proposed building) additional build up area above proposed square feet on the said premises is permitted or sanctioned or constructed by the developers. This will be shared mutually with the same terms as contained in this agreement.
23. That, this agreement shall not ever deemed to constitute a partnership of any sort between the parties hereto.
24. It is hereby agreed by the parties that all disputes and differences arising out of, in relation to these presents or touching the development, demolition of the old structure, construction specifications, allocations of new building and in relation thereto shall be referred to the sole arbitrator appointed by the parties hereto mutually or to the arbitral forum and only the Dhanbad Courts shall have jurisdiction to entertain, try and determine or adjudicate all actions, suits, legal proceedings arising out of or in relation to this presents the award of arbitrator/ arbitral forum or otherwise between the parties hereto within Dhanbad Court jurisdiction.

THIS SCHEDULE "A" ABOVE REFERRED TO (THE LAND)

As per the schedule,
Dhanbad Court
Manoj K. Pandey

All the piece and parcel of Raiyati right of land measuring 10 Kathas (more or less appertaining to Mouza DHAIYA, Mouza No. 06, P.S. & Dist- Dhanbad, Khata No. 78, Plot No. 4235 being butted and bounded as under :-

North :- BADAN MANDAL Part of Plot No. 4235
South :- Road (Plot No. 4236)
East :- GOLAK MANDAL Part of Plot No. 4235
West :- UMA PADA MANDAL Part of Plot No. 4235

THE SCHEDULE "B" ABOVE REFERRED TO (THE COMMON PORTIONS)

1. Staircase on all the floors of the proposed building.
2. Staircase and the Lift Landings on all floors of the proposed building.
3. The common path, passage and areas in the land comprised in the said premise and in the proposed building (excepting expressly) such areas therein are not needed or held or intended for use by any particular person) including the Beams, Foundation and support of the proposed building.
4. Driveway and lobby in the ground floor or basement of the proposed building (save except the car parking spaces demarcated by the Developers therein and/ or the open land at the said premises)
5. Boundary walls and the main gates of the said premises.
6. Drainage and the sewerage lines and connections.
7. All electrical connections, installations, wirings, meters and fittings (excluding only those that are installed with the exclusive area of Flat, shop & office space in the proposed building and exclusively meant for its use).
8. Tube wells and their installations, if any-
9. Water pump and its installations, pump room water reservoir, water tank and all common installations for carriage of water (save and except only those as were within any Flat and are for use by the occupier of such Flat or Flats) and are for use by the occupier of Flat or Flats (exclusively) in and /or to and/or in respect of the proposed building.

Ashwini K. Mandal
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10. Lift (if any) lift well installations, lift room and the lift machine room in 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 as are necessary for the user in common between the landowner of the proposed building from time to time expressly excluding the roof of the proposed building and the parking area in the basement and/or the ground floor of the proposed building and/or in the open land comprised in the said premises.

THE SCHEDULE "C" ABOVE REFERRED TO

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

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Manoj Ks Pandey

9. All litigation expenses incurred for the common purpose and relating to the common use and enjoyment of the common portions.
10. All other expenses, taxes rates, and other levies etc. are deemed by the Developers to be necessary or incidental or liable to be paid by the co-owners in common including such amounts as be fixed for creating fund for replacement, renovation, painting and/or repairing of the common portions.

THE SCHEDULE "D" ABOVE REFERRED TO SPECIFICATION FOR THE BUILDING

The developers within the stipulated period as mentioned hereinabove of this agreement erect upon the schedule "A" land and complete same in a substantial and workmen like a building in accordance with the building plan sanctioned by DMC Dhanbad and any other competent authority and shall also provide proper drainage, sewer and other conveniences.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE PRESENTS ON THE 21st DAY OF THE MONTH July AND YEAR TWO THOUSAND SEVENTEEN FIRST ABOVE WRITTEN.

Witnesses :-

1. Abhay kr

2.

3.

Ashwini kr Mandel

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(First Party/Landowner)

(i) Dheeranjay Kumar

(ii) Manoj kr Pandey
(Second Party/Developers)