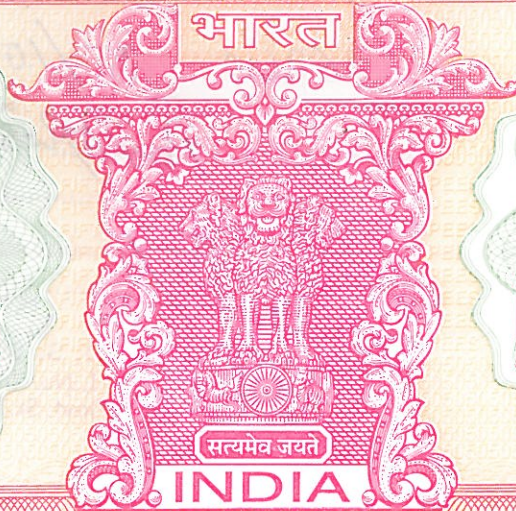


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FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

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NOTARY DHANBAD

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made and entered into at Dhanbad on this 9th October, 2010.

BETWEEN

Smt. MEERA SINGH W/o Shri Uma Shankar Singh, Resident of Sheeladitya, Dhaiya, P.S.- Dhanbad, Town & District-Dhanbad hereinafter called and / or referred to as THE OWNER (which expression shall unless it be repugnant to the context or meaning thereto mean and include his heirs, administrators, executors, legal representative and /or successors- in interest) of FIRST PART.

For Patliputra Home Developers Pvt. L.

[Signature]

Managing Director/Director

Meera Singh



For Patliputra Home Developers Pvt. Ltd.

[Signature]

Director

[Signature]
5-10-10

SI No. 09 OCT 2010 Date.....

AND

M/S PATLIPUTRA HOME DEVELOPERS PVT LTD., a Company incorporated under Companies Act 1956(1956 of 1) vide Corporate Identification No. U45200JH2010PTC014425 having its Administrative office at 506,Shanti Bhawan, Bank More, Dist.- Dhanbad, P.S.- Bank More, PIN-826001 through its Managing Director **SHRI SHAILESH KUMAR**, S/o Shri Shashi Mangal Singh, R/o House No. MIG-B/9, Housing Colony, Dhanbad And Director **SHRI SANJAY SINGH**, S/o Shri Shyam Bihari Singh R/o H. No.-5A,Manaitand,Kumharpatti, Dhanbad hereinafter referred to as the "DEVELOPER" (which expression shall unless it be repugnant to the Context or meaning include its heirs, executors) of the SECOND PARTY.

WHEREAS, all piece and parcel of the land appertaining to Plot No.-1473,1475,1478 Khata No.- 118, Mauza- Dhainya, No.- 06 , P.S.-Dhanbad, Town and District- Dhanbad, (Jharkhand) admeasuring 32842 sq.ft. of land is seized and possessed by the Land Owner.

AND WHEREAS, in the year 1942, one Parvanand Mukherjee and Others purchased the land in the name of their Grand Mother Saryubala Devi by registered Deed No.3793 dated 11.05.1942. Thereafter, the said land was sold to FIRST PARTY **Smt. MEERA SINGH** vide registered Sale Deed No.6783 dated 31.05.1982.

AND WHEREAS the Smt. Meera Singh (Land Owner) owns and possesses 32842 sq.ft. of the above said land (fully described in the SCHEDULE OF PROPERTY mentioned in this agreement and hereinafter referred to as the SAID LAND).

AND WHEREAS, the land owner represents and declares that she has right, title and interest as well as the exclusive, physical peaceful and vacant possession over 32842 sq.ft. of the said land.

Meera Singh



For Patliputra Home Developers Pvt. Ltd.

Shri. U. K.
Managing Director/Director

By *Shri. S. H.*
For Patliputra Home Developers Pvt. Ltd.

Shri. S. H.
Director

ANDWHEREAS keeping aforesaid land as idle is not beneficial to the Owner and as such, the Owner decided to get a Multi storied Building be developed on the SAID LAND ie. 32343 sq.ft. out of 32838 sq.ft. of total land which is the most suitable/beneficial option for the owner.

WHEREAS the Developer is primarily engaged in construction of multistoried Building and dealing with its share in that building. The developer was in search of suitable plots on which the Multi storied Building could be developed. The Owner offered the Developer to develop and construct Multi storied Building / Complex on the SAID LAND and the developer accepted the said offer.

WHEREAS after negotiations both the parties mutually arrived to the development Agreement with certain terms and conditions. For sake of convenience of the parties, the terms and conditions of Development Agreement are hereby reduced in writing.

NOW THE DEED OF DEVELOPMENT AGREEMENT WITNESSETH BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :-

- 1 THAT the Owner made proposal to the Developer and the Developer accepted the same.
- 2 THAT the Owner hereby authorizes the Developer to do all Development related works on the site as well as in concerned offices.
- 3 THIS deed of Development Agreement shall become effective from the date of its execution.
- 4 THAT Owner hereby undertakes that any agreement, undertaking, conveyance if executed earlier by the Owner prior to this Development Agreement would not affect this Development Agreement and development works in any manner.

For Padiputra Home Developers Pvt. Ltd.
Managing Director/Director
M. L. L.

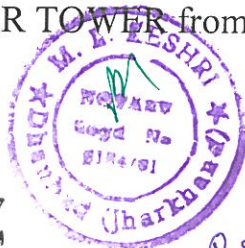
For Padiputra Home Developers Pvt. Ltd.
Director
S. J. S.



M. T. Kesari

- 5.(a) THAT if any hurdles/obstruction/hindrances come in way of development work due to misrepresentation or concealment of fact by the Owner the Owner hereby undertakes to indemnify the Developer for the loss etc sustained by the Developer.
- (b) THAT in case of non-availability of sufficient underground water after deep boring (approx. 700 ft.) the Developer shall have the right to unilaterally cancel the agreement.
- (c) THAT the Owner shall also made provision for a 20ft. wide approach road from main road for the Buildings.
6. THAT the Developer shall first get the vacant, peaceful and physical possession of the land from the Owner, and prepare a building plan / map for getting it sanctioned by the competent authority.
7. THAT the Developer shall construct building in accordance with the plan duly sanctioned by the competent authorities.
8. THAT it has been agreed upon that the Developer will construct the building on its own cost and thereafter, the distribution of share in super built up area of the constructed building between the Owner and the Developer will take place at each and every floor proportionately as under-
- (a) Owner's share will be 32% (Thirty Two Percent) of super built-up area and also 32% (Thirty Two Percent) only within the parking Space.
- (b) Developer's share will be 68% (Sixty Eight Percent) only of super built area and also 68% (Sixty Eight Percent) only within the Parking Space.
- (c) As a goodwill gesture the Owner would get the preference of choice in 1st Floor of SHANKAR TOWER from their share (Owner's share).

Meera Singh



For Patliputra Home Developers Pvt. Ltd.

[Signature]
Managing Director/Director

For Patliputra Home Developers Pvt. Ltd.

[Signature]
Director

The super built-up area will be floor wise as far as possible and the terms and conditions shall also reflect in the concerned building map to be prepared before the execution of the construction work. However, the Supplementary Agreement may be entered into between the parties for division of the Owner and Developer share floor wise.

9. The Developer shall pay Rs. 5,00,000/- (Rupees Five Lacs only) to the First Party within one week after the execution of this Agreement and will further pay Rs.5,00,000/- (Rupees Five Lacs Only) before 31st January, 2011. Than last installment of Rs.5,00,000/- (Rupees Five Lacs Only) will be paid within Twelve Months of the execution of this agreement. The total amount ie. Rs. 15,00,000/- (Rupees Fifteen Lacs Only) to be paid to the First Party, shall be adjusted @ Rs.1000/- (Rupees One Thousand Only) per sq. ft. and the same shall be deducted from the constructed area of the First Party's share in the said building.
10. The Colony shall be known as **PATLIPUTRA SHEELADITYA RESIDENCY** which shall comprise three separate buildings named as **(1) UMA TOWER , (2) SHANKAR TOWER** and **(3) MEERA TOWER.**
11. THAT the Developer shall provide and meet the total cost of development and constructions of proposed complex from its own resources and that the Owner shall not be required to meet any part of it.
12. THAT after preparation of the building plan/map keeping view the standard specification, the Developer shall present it to the competent authorities for its sanction and the Owner shall co-operate and facilitate in it in a positive manner. Any expenses incurred in preparation of map and getting it sanctioned from the competent authorities shall be solely borne by the Developer.

Meera Singh



For Patliputra Home Developers Pvt. ..

M. L. K.
Managing Director/Director

For Patliputra Home Developers Pvt. Ltd.

S. G. S.
Director

13. THAT in event of any obstruction caused in construction either by the Owners either due to defect of title or otherwise or by any natural incident such as the Act of God or force majeure, the Owner agrees to make relaxation in terms and conditions with regard to the period of completion of the execution work.
14. THAT the Owner shall execute all necessary instruments, documents if and whenever required by the Developer including Registered Power Of Attorney for the purpose of development and its transfer.
15. That after the completion of construction of the building project, the Developer and the Land Owner shall be the absolute owners of their respective shares and they will be entitle to sell/transfer their share separately. The final sale/lease of the Apartment along with the Common areas and facilities shall be executed and registered by the Developer and the Land Owner to the extent of their respective shares in favour of the prospective buyers in accordance with the law and in terms of this Development Agreement.
16. THAT the Owner hereby authorizes Developer to deal with the Developer's share in developed building. For this purpose the Owner shall extend all co- operation to the Developer.
17. THAT the Developer shall have right to demolish if any or all construction / structure existing on the SAID LAND from the date of execution of this agreement, and the Developer shall have to bear all expenses incurred on demolition work, any debris of demolition shall be the property of the Developer and he shall dispose of the same as per his wish.
18. THAT any agreement or contracts in respect to the SAID LAND not mentioned in this agreement, shall be null and void and shall have no binding effect on the Developer, The Owner will indemnify the Developer



Meeser Singh

*By the
A.O.
P.O.*

For Patliputra Home Developers Pvt. Ltd.

M. L. K.

Managing Director/Director

For Patliputra Home Developers Pvt. Ltd.

Syng S...
Director

from any encumbrances and defect in right/authority/interest over the SAID LAND.

19. THAT the Owner hereby authorizes the Developer to enter into agreement for sale, transfer of lease or otherwise allot/sell the Developer's share in the building to any person, individual, institution etc.
20. THAT all the development works should be completed within Four (4) years with a grace period of Six ((6) months from the date of approval of map from the competent authorities.
 - (a) That while two buildings named SHANKAR TOWER and MEERA TOWER would be completed within Three (3) years with a grace period of Six (6) months from the date of approval of the Map by the competent authorities And UMA TOWER would be completed within a year after completion of the above two buildings, again with a grace period of Six (6) months.
 - (b) That the Map would be submitted to the competent authorities for approval within one month from the date of approval of the proposed map from the owner of the Land.
21. IN case of any unforeseen circumstances such as natural calamity, Act of God, force majeure, obstruction/hindrances created by the local people etc the Owner shall extend the time for completion of the execution of work. Time is not the essence of the contract.
22. THAT the Owner undertakes and agrees that he shall execute and give irrevocable General power of Attorney in favour of the Developer and/or its nominee its nominees as and when the Developer requires/desires
23. IN case of any dispute arising out of the terms and conditions of this Development Agreement the same shall be referred by the parties to the sole Arbitrator in accordance with the provisions contained in Arbitration



Meera Singh

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[Handwritten signature]
28-10-12

For Pattiputra Home Developers Pvt. Ltd.

[Handwritten signature]
Managing Director/Director

For Pattiputra Home Developers Pvt. Ltd.

[Handwritten signature]
Director

& conciliation Act, 1996. The decision of the sole arbitrator shall be final and binding upon the parties. The arbitration shall take place at Dhanbad.

24. That any piece of paper signed between the parties relating to money transaction will form an integral part of this agreement.
25. THAT the contents and purpose of this Development Agreement have been read over and explained And both the parties have fully understood the same and in their full sense, have put their respective signature in presence of the witnesses as token of their acceptance and commitment to the Development Agreement.

SCHEDULE OF PROPERTY

The piece and parcel of vacant land measuring an area of more or less 32842 sq. ft. situated at Mauza- Dhaiya ,No.-06 , P.S.-Dhanbad, Town and District- Dhanbad, in the State of Jharkhand, bearing Plot No.-1473, 1475, 1478 Khata No.-118, Registry Office- Dhanbad, within the jurisdiction of Mineral Area Development Authority (MADA). The SAID LAND is bounded as follows:

BOUNDARY:

NORTH:- Shri Vijay Kr. Aggarwal.

SOUTH :- Land of Shri G. P. Singh.

EAST :- 20ft. wide Road.

WEST :- Pulse Mill.

(The Broad Specification)

DETAILS OF CONSTRUCTION OF BUILDING / FLAT / UNIT.

FOUNDATION : R.C.C. cast in situ open foundation as per structural design tied with grade beam.

For Pattiputra Home Developers Pvt. Ltd.

Sh. Ull

Managinig Director/Director



Meera Singh

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9.10.10

For Pattiputra Home Developers Pvt. Ltd.

Sujay Sh
Director

SUPER STRUCTURE : R.C.C. framed structure with first class brick masonry in cement mortar as per design & specification of structural consultants.

DOORS : (A) Door frames (Choukhats) of Sal wood.
(B) 32 mm thick flush/panel door shutters (As per ISI specification) painted with two coats of synthetic enamel paint on a coat of primer.

WINDOWS : Wooden framed partly glazed windows painted with two coats of synthetic enamel paint on a coat of primer/ Aluminium sliding windows.

FLOORING : Marble slab/Ceramic floor tiles flooring in all areas of the flats including common area.

KITCHEN : (A) Flooring : Marble flooring/Ceramic floor tiles.
(B) Working Platform : Green Marble top with two feet high ceramic tiles and steel sink of standard make.

BATHROOMS : (A) Provision for hot & cold water connection in atleast one bathroom.
(B) Flooring : Ceramic floor tiles.
(C) Dado: Colored ceramic tiles up to 7" height.
(D) Sanitary Ware : Glazed vitreous sanitary ware.
(E) Fittings: All C.P. fittings of standard mark.
(F) Cistern : Acrylic/fiberglass cistern.

ELECTRICAL : (A) All internal wiring in copper conductor using concealed PVC conduits.
(B) At least two T.V. points and one telephone points provided in each flat.
(C) All electrical switches and accessories as per ISI mark.
(D) Adequate lighting/power points, sockets, outlets provided in each flat.
(E) Intercom facility to individual flat for personalised security.

WATER : Deep boring making arrangement for 24 hour clean water supply constructing suitable storage tank, besides arrangement of rain water drain.



Mheera Singh

For Patliputra Home Developers Pvt. Ltd. For Patliputra Home Developers Pvt. Ltd.

Singh Sh
Director
9 By *ABEAD*
9.10.10

M. L. K.
Managing Director/Director

INTERNAL WALL : All internal walls shall be finished with P.O.P. with one coat of primer.

EXTERNAL WALL : All external walls shall be painted with super snow cem/paint.

PASSENGER LIFT : Passenger lift shall be installed (Standard).

IN WITNESS WHEREOF both the parties have put their signature after fully understanding the contents thereof in presence of the witnesses on the day, months and year first above written.

Signature of the 1st Party

(Land Owner)

Meeza Singh

Signature of the 2nd Party

(Developer)

For Patliputra Home Developers Pvt. Ltd.

M. L. Keshri

Managing Director/Director

WITNESSES:

1. AV Singh
ABHINESH VIKRAM SINGH
S/O SHRI UMA SHANKAR SINGH
DHAIYA, DHANBAD

For Patliputra Home Developers Pvt. Ltd.

S. P. Singh

Director

J. K. Singh
J. K. Singh
29.10.10

2. Vikas
VIKAS K. SINGH
S/O M.P. SINGH
411, GANESHALAY APPL-
THERUDIT, DHANBAD.



NOTARY DHANBAD

Authorised by
the State of Bihar of Notaries Act
1952 (Act No. 53 of 1952)

✓

कोषागार से निर्गत

कोषागार पदाधिकारी
धनबाद

26749 5/10/10
 S.No. DATE
 NAME & ADDR..... *Padliputra Home Developers Pvt Ltd*
 VALUE Rs. *50*
 STAMP.....
 D.S. Sahija
 L.No.-2/76-77
 Govt. St. Verdu
 DHV

ATTESTED



For Padliputra Home Developers Pvt. Ltd.
[Signature]
Managing Director/Director

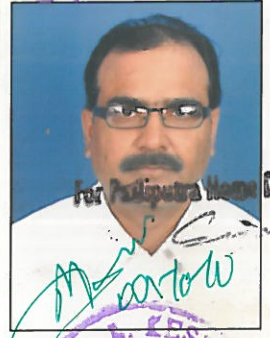


ATTESTED



[Signature]
Director

DHANBAD



For Padliputra Home Developers Pvt. Ltd.
[Signature]
Director

NOTARY
DHANBAD

