

## DEVELOPMENT AGREEMENT

THISDEVELOPMENT AGREEMENT made at Deoghar on this September, Two Thousand Eighteen.

#### **AMONGST**

### LAND OWNERS:-

1. Sri Mithilesh Kumar Jha, 2. Sri Ashok Kumar Jha, Both sons of S/o - Late M. N. Jha and 3. Smt. Namrata Jha W/o - Sri Mithilesh Kumar Jha, All residents of 1378B North West C H Area, Sonar, Jamshedpur ( Jharkhand ), hereinafter referred to as the "LAND OWNERS 1st. Party" (which expression shall unless it be repugnant to the context, shall mean or meaning thereto, mean and include their heirs, Administrators, Executor(s), Legal representative(s), Nominee(s) successors-in-interest and/or assigns of the FIRST PART.

## AND

4. Sri Premendra Mohan Thakur S/o- Late Narendra Mohan Thakur and 5. Smt. Pooja Thakur W/o- Sri Premendra Mohan Thakur, Both by cast- Brahman, by profession- Business & house wife, residing at- Minara Kothi, Barari, P.S- Barari, Town & District Bhagalpur ( Bihar ), hereinafter referred to as the "LAND OWNERS 2"d. Party" (which expression shall unless it be repugnant to the context, shall mean or meaning thereto, mean and include their heirs, Administrators, Executor(s), Legal representative(s), Nominee(s) successors-in-interest and/or assigns of the SECOND PART.

AND

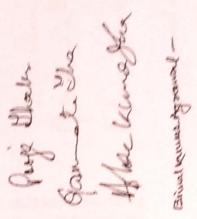
**DEVELOPER:-**

6. Rajbir Infra Projects, a partnership firm having its registered office at Hari Om Tower, Lalpur, Circular Road, Ranchi ( Jharkhand ), represented through its duly authorized partner namely Sri Bimal Kumar Agrawal, son of Sri Bir Kumar Agrawal, by caste Agrawal (Hindu), by profession Business etc., resident of Ankur Apartment, Dr. R. P. Road, P. S- Kotwali, Town &District Bhagalpur (Bihar), hereinafter referred to as "the DEVELOPER" which term shall unless the context otherwise requires include its executor or executors, administrator or administrators, nominee or nominees, legal representative or legal representatives, successor-in-office and /or assign or successors - in - office and / or assigns of THIRDPART.

WHEREAS originally the ancestors of Usha Chatterjee, Samir Kumar Chatterjee, Nemai Chandra Chatterjee, widow and sons of Late Amarnath Chatterjee, Bibhuti Lal Mukherjee, Brojo Lal Mukherjee, both sons of Late Govind Lal Mukherjee and Smt. Amla Banerjee wife of Nil Ratan Banerjee and Amita Banerjee alias AbhoyaBala Devi wife of Ranjit Kumar Banerjee, all residents of Kolkata, Delhi and Howrah, owned, seized and possessed a big homestead landed property, known as "Ananda Kutir", situated at Bela Bagan, Baidyanath Deoghar, bearing it's the then holding no. 59, 59/206 and 206/1, ward no. 11 (old ), within the then Deoghar Municipality, now Deoghar Municipal Corporation, Deoghar, who by means of two separate sale deeds no. 269 and 270, both dated 14th, day of January 1980 duly registered at Kolkata, sold, conveyed and transferred an area of total 2 Bighas 11 Kathas 7 chattaks and 20 sq. feet, out of the above said landed property, including a dwelling residential house standing thereon and known as " Ananda Kutir " to Sri Vijoy Kumar Sinha son of Late Tarkeshwar Prasad, resident of Rajendra Nagar, Patna and the said purchaser came in physical possession thereon as an exclusive and absolute owner and accordingly the said Vijoy Kumar Sinha got his name mutated and recorded, over his purchased landed property in Deoghar Municipality as well as in DeogharAnchal records respectively ( Zerox copy of sale deeds no. 269 and 270, both dated 14<sup>th</sup>, day of January 1980 are annexed herewith ) .

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AND WHEREAS, subsequently the said Vijoy Kumar Sinha, with a view to dispose of, transfer and convey the said purchased landed property part by partto the intending purchasers, divided and carved out several sub plots therein, by leaving a 14'feet wide Private common passage/Rasta at the extreme North of the said property, emerging towards South on DeogharJaisidih Road, in between the said sub plots for egress and ingress of the intending purchasers of the said subplots as well as the owner of the said landed property, including their nominees, assignees whom so ever may be.

AND WHEREASafter carving out and dividing the said landed property into several sub plots, the said Vijoy Kumar Sinha sold, conveyed and transferred, one by one more than half area of the said landed property, from the side of Northern extremity, including the area of the dwelling house standing thereon.

and 5 namely NamrataJha and Pooja Thakur, jointly purchased an area of total 5069.33 sq. feet more or less, including the dwelling house standing thereon from the said Vijoy Kumar Sinha, by virtue of a sale deed no. 1009 dated 4<sup>th</sup>. day of April 1992, duly registered at Deoghar, for valuable consideration and the above said land owner no. 3 and 5 of the 1st. and 2<sup>nd</sup>. Party, since then were/are coming in possession over their above said purchased land area as joint owners.

AND WHEREAS thereafter approximately an area of total 9662 sq. feet left with the said Vijoy Kumar Sinha, out of the said sub plots, towards North and West in between the sold area of the said dwelling house and 14' wide Common Private Passage/Rasta, to which the said Vijoy Kumar Sinha further numbered the said sub lots, as lot no. 1, 1/A, 2, 3 and 3A and within an year of the earlier joint purchasers (namely Namrata Jha and Pooja Thakur) of an area of 5069.33 sq. feet, their other family members by three separate sale deeds all are dated 18.02.1993 (duly registered at Deoghar), purchased the entire above said lots area from the said Vijoy Kumar Sinha left with him. Out of said three sale deeds, from sale deedno. 419 dated 18.02.1993, the land owner no. 1 and 2 (namely Mithilesh Kumar Jha and Ashok Kumar Jha) of the First Part, jointly purchased an area of lot no. 1, measuring 3611. 6 sq. feet, from sale deed no. 420 dated 18.02.1993, the land owner no. 4 (namely Premendra Mohan Thakur) of the Second Part, purchased an area of lot no. 1A and 3 A, measuring 2332.6 sq. feet and 1275.8 sq. feet (Total 3608.4 sq. feet) respectively, and from sale deed no. 421 dated 18.02.1993, the land owner no. 3 and 5 (namely Namrata Jha and Pooja



AND WHEREAS, aforesaid land owners of 1st. and 2<sup>nd</sup>. part hereto have jointly decided that the said schedule A landed property is lying idle and it does not fetched any income, because except an old dilapidated dwelling house, which has also been demolished as such at present the entire schedule A land area in respect of both the above said plots are vacant barren land, therefore to make it useful and beneficial, they jointly agreed to construct a multi storied residential cum commercial building thereon, through a recognized Developer cum Builder, as all the land owners hereto are residing outside Deoghar town and it is not possible for them to construct the said intending multi storied building thereon, so they expressed their intention and invited developers/builders to construct the same on the terms and conditions as they mutually agreed and at last the above named land owners of the  $1^{\alpha}$ , and 2<sup>nd</sup>. part jointly negotiated and entered into an agreement for development and construction of a Multi Storied residential cum commercial Building(s) over both the aforesaid plots of land area, measuring an area of 11947 sq. feet, to be known as Block A here under and an area of 2784 sq. feet to be known as Block B here under ( Total 14731 sq. feet land area of both the said plots of land ), more fully described in schedule A here under written and the same be called here in after "THE PROPERTY", which belongs to them, together with a right to use and enjoy commonly the area and amenities what so ever to be kept in between the said two parts of plot of land ( towards East and West of the said 14' feet Private Common Passage/Rasta ), by all the land owners, developers and their nominees/transferees whom so ever may be, with RAJBIR INFRA PROJECTS, a partnership firm, through its authorized partner Sri Bimal Kumar Agrawal, Developer herein, fully detailed here in above, on the terms and conditions as mutually agreed upon in between them. The above said land owners of the 1st. and 2nd. part are competent to enter into any kind of agreement for "THE PROPERTY".

## (A) IT IS FURTHER DECLARED BY THE OWNERS

- a. That the said property is under their exclusive possession with absolute right title and interest and free from all encumbrances to transfer and convey the whole or any part of the said property having full marketable title therewith;
- b. That the above named land owners have not created any encumbrances on the said property or on any part thereof by way of sales, mortgage, exchange, lease, trust, assessment rights, gifts, lien, leave and license, permission, rent, possession, charges, inheritance or any other encumbrances whatsoever;

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- c. That no notice or notification for acquisition or requisition under any act presently in force have been received, served or passed by Deoghar Municipal Corporation, Income Tax Department or any other Government Authorities for acquisition or requisition of the said property or any part thereof;
- d. That there has been no attachment, either before or after the judgment and there are no claims, demands, suits, decrees, injunctions, orders, notices, petitions or adjudication orders affecting the said property or any part thereof;
- e. That apart from the Land Owners none else is entitled to or have any share, rights title or interest over and in respect of the said property or in any part thereof as Partner or partnership or Coparcener in any joint family or in any other manner howsoever;
- f. That the Land Owners are not benamidar or trustee for any one in respect of the said property or any part thereof;
- g. That the Land Owners have not entered in the past in any agreement for sale or development of the said property or any part thereof nor have made any arrangement with any one whatsoever regarding the said property or any part thereof.
- h. And whereas the Land Owners are interested in getting a Multi Storied Residential Cum Commercial Complex to be developed and constructed on the said two separate parts of the property and acquire built up area in the shape of commercial shops/offices, residential flats, parking spaces etc. in consideration for the value of land of the said property to meet the cost and expenses to be incurred by the developer for construction of the said building or complex over the schedule A property in both Blocks of land as conveyed by the land owners to the Developer as the developer agreed to develop and construct the said building complex at its own cost and expenses as per respective shares of the parties as detailed below regarding their ownership over the constructed built up area, space and other area as consideration for such construction.
  - i. Whereas the aforesaid Developer namely M/s RAJBIR INFRA PROJECTS offered and agreed to develop and construct at its own cost a Multi Storied Residential cum Commercial building Complex on the said two separate parts. Known as Block A and Block B of the schedule A property (hereinafter referred to as "THE COMPLEX") and the land owners also accepted and agreed in getting "THE COMPLEX" Developed on the said Property on its constructions in the

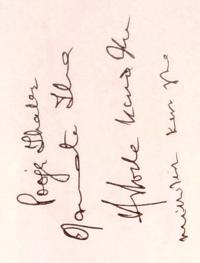


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shape of shops/offices, flats etc. and other built up area of the said developed complex as consideration for the said property as conveyed by the land owners to the developer in ownership proportionately as per respective shares agreed to be received in the constructed built up areas as consideration for such constructions on mutual terms and conditions as agreed upon in between them as hereunder written.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY IRREVOCABLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. THE above named LAND OWNERS of the 1<sup>st</sup>. and 2<sup>nd</sup>. Part, hereby appoints and engaged RAJBIR INFRA PROJECTS as "DEVELOPER" of the said property to be developed the same in two parts over the land, more fully described in schedule A hereunder written and grant to the developer, who hereby accepts from the land owners the rights to develop and to make constructions therein as above and further authorized the developer to allot, sell, transfer and convey the said property together with its construction, in respect of developer's share only, to the members/customer/non-members of the developer and/or their nominees and the developer has agreed to undertake the Development of the said property by constructing the said multi storied building in two parts, out of the funds arranged by the developer itself or from its own sources and or members/purchasers and to allot/sell the flats/ shops including parking spaces, tenements etc. in the multi storied building(s)to be constructed on the said property, out of the developer's share in the said building complex.
  - 2. That in consideration for the value of the said property to be constructed by the developer at its own cost, it is mutually agreed in between the land owners of 1<sup>st</sup>. and 2<sup>nd</sup> part and developer, that the Land owners of the 1<sup>st</sup>. and 2nd. Part shall jointly receive 42% percent in the residential constructed built up area and 45% percent in commercial constructed built up area, in both Block A and Block B building/complex, to be constructed over schedule A property/land,with car parking space at the above mentioned residential area ratio, including over terrace area of the said complex, in the shape of residential flats, shop rooms, car parking spaces etc..
    - 3. That likewise it is also mutually agreed in between the parties, that towards costs and expenses by way of consideration for construction of the said building /complex in two part by the developer, the developer shall also receive 58% percent in the residential constructed built up area and 55% percent in commercial constructed built up area, in both Block A and



Block B building/complex, to be constructed over schedule A property/land, with car parking space at the above mentioned residential area/ratio, including over terrace area of the said complex, in the shape of residential flats, shop rooms, car parking spaces etc..

- 4. That the Developer hereto agreed that the area in THE COMPLEX to be developed and constructed by the developer, in two parts on the said property shall be as per norms of Deoghar Municipal Corporation or any other Govt. department, and the same will be shared in between the Land Owners of the 1<sup>st</sup>. and 2<sup>nd</sup>. Part and Developer as per respective shares of the parties hereto.
  - 5. As Said earlier Land Owners 1<sup>st</sup>, and 2<sup>nd</sup>. Part will get (jointly) 42% in residential built up area, along with terrace and parking spaces and 45% in commercial built up area, out of the constructions to be made in the said building/complex and the Developer will get remaining 58% in residential built up area, along with terrace and parking spaces and 55% in commercial built up area, out of the total constructions to be made in both parts of the said complex, together with proportionate undivided land area as per their respective share ratio on pro rata basis. Besides the above, both the land owners and developer and their nominee, assignees, transferees and (aiiottes) whom so ever may be shall have equal right to use and enjoy commonly all the facilities, amenities and utilities what so ever provided or to be provided by the developer in both parts of the said complex.
    - 6. That the Land owners of the 1<sup>st</sup> and 2<sup>nd</sup>. Part hereby duly delivered physical possession of the said property to the developer, after demolition and removal of the entire structures of the dwelling house standing over a portion of the said property on the date of execution of this agreement, to enable the developer for development and construction of the complex in both parts of schedule A property hereinafter appearing at the foot of this agreement.
      - 7. That the Developer while developing the said property and preparing the plan with the consultation of the Architects will ensure the maximum F.A.R.
      - 8. That immediately after the execution of this Development Agreement, the Developer shall proceed expeditiously with preparation of plan and drawings for the proposed COMPLEX to be developed on the said property in two blocks.
        - 9. That the Developer may consult and take advice from the land owners of 1<sup>st</sup>. and 2<sup>nd</sup>. Part, if so required, before submitting and filing for sanction of any final plans for construction of the said building complex, either at Deoghar Municipal Corporation and/or before any other competent authority.

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- 10. That whenever required by the Developer, any of the land owner, out of Land Owners of the 1<sup>st</sup>, and 2<sup>nd</sup>. Part shall join either as confirming party or as witness in any agreement for sale or any other documents, conveyance/sale etc. for transfer of any of the unit/units of the said complex, on which the developer may enter into with any person or persons, who desire to acquire a unit or part thereof out of the developer's share in the constructions of the said complex, together with proportionate undivided share in the land area in two Blocks out of schedule A property hereunder written, to be transferred by the Developer, in the shape of shops/offices, flats/parking space or any portions in the building on ownership basis at the instance of the developer. All amounts receivable against developer's share of built up area together with super built up area what so ever may be or otherwise under such agreement for shops/offices, flats/parking etc. will be received by the developer as their own money for its own use.
  - 11. That upon execution of this agreement, the land owners of 1<sup>st</sup>. and 2<sup>nd</sup>. part jointly assured and hereby duly authorized to the developer to execute, sign and register any such agreements, sale deed/deeds, documents, conveyance or such other deeds, relating to the developer's share or part thereof in favour of any intending purchaser(s) and its nominees, transferees and allottees whom so ever may be, as the developer may deems necessary for assuring or perfecting the legal title of the Developer and/or their allottees/transferees on the said land/premises and also to their respective unit holders with their undivided proportionate share and rights in the land.
    - 12. That the land owners of the 1<sup>st</sup> and 2<sup>nd</sup>. Part hereby further assured that the entire above said landed property is free from all encumbrances, charges and there has not been any notifications for its acquisition, either from Govt. or Deoghar Municipal Corporation or any other Competent Authority etc. nor there is any prohibitory order or restriction in construction of Multi Storied (Residential & Commercial) Building/Complex over the said property and further agreed to provide all the relevant/ required original/certified and such other relevant documents to prove their title on the said property to the satisfaction of local development, authorities and financial bodies. The Developer too has agreed to develop the said property described in its schedule A property hereunder written by constructing multi storied building complex as said earlier herein, consisting of shops/offices, dwelling units, car parking space and any other tenements thereon, in the above said two parts of the said property,in accordance with the building plan duly approved by Deoghar Municipal Corporation or any other Competent Authority. THE COMPLEX will be constructed by the Developer and the name of the said complex shall be decided on mutual consent of the land owners as well as developer.

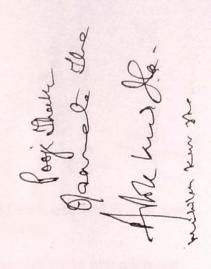


- 13. That the entire multi storied complex shall be constructed in two parts, over the said property, as per the planning or design allows and duly sanctioned by the Deoghar Municipal Corporation or any other Competent Authority. After the construction of the said complex at the cost or out of the finance arranged by the developer, who will hold 58% in residential unit and 55% in commercial unit of the constructed habitable area of the land with building and the land owners of the 1<sup>st</sup>. and 2<sup>nd</sup>. Part ( jointly), shall hold the remaining 42% in residential unit and 45% in commercial unit of the constructed habitable area of the land and building, in each floors of the said two parts of multi storied complex, to be constructed therein, including the terrace area on the top floor as described in the earlier paragraphs.
  - 14. That the landowners of the 1<sup>st</sup>. and 2<sup>nd</sup>. part jointly, hereby further authorize the Developer to do if required all other acts, deeds, matters, things and particulars for the furtherance and execution of the scheme as per sanctioned plan at the cost of the developer:-
  - a. To have the plan of the proposed building to be constructed on the said property as per approved plan or if amended in accordance with rules and regulations of the concerned authorities and to do and sign all writings and undertakings as may be necessary in connection with the approval and sanction of such plan.
  - **b.** To engage Architects, Surveyors, Engineers and Contractors or petty contractors or other persons relating to development over the said property in question.
  - c. To make applications to the concerned Authorities for obtaining permits after applying for quotas of cement, steel and other control building materials and for obtaining electrical connection or water connection or sewerage and drainage connection etc.
  - d. To accept service of any writ summons or other legal notices and to appear and represent the owners in any court, Judicial, Tribunals and other Statutory authorities or Board in connection with the said development work and to commence or file suits, action / actions or other proceedings in any court or before Public Officer or Tribunal relating to the said work of development over the said property and for any of the purposes aforesaid, to sign, execute and deliver or file all necessary Vakalatnamas Affidavits, Plaints, Application and other documents, papers and writings etc. subject to the terms of this agreement.
    - e. The land owners hereby grant full and exclusive right and duly authorized the developer to give and grant on ownership basis or other basis the said shops/offices, flats or any other tenements, relating to developer's share partly or wholly in the building complex, constructed on the said land and to receive and appropriate at its own account the sale price

or any other sums in respect thereof and likewise the land owners of the 1st, and 2nd, part also either jointly or separately will do the same in respect of their owner's shares as per agreed terms and stipulations stated above and earmarked for them.

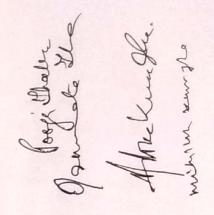
- f. To mortgage out of the said property to the limit of developer's share only with financing institutions or bank for enabling the purchasers of flats/tenements etc. for obtaining loans against their flats/shops etc. if any.
- g. To display developer's firm sign board at the site and to give it under advertisement in local papers and daily News Paper, electronic media or any other form of advertise medium.
- h. To sign and execute and to deliver any conveyance or conveyances, in respect of the developer's share of the residential flats and shops area out of Block A and Block B building/complex wholly or part wise as the case may be, together with proportionate undivided land area, out of schedule A property hereunder written, including parking spaces and all other deeds, instruments and assurances separately, even without the signature of any of the land owners or even under the signature of any one land owner as witness or confirming party thereon, in which the developer shall consider necessary in the conveyance of the proposed sale or in any other deeds and documents and to present any such conveyance or conveyances, deeds and documents for registration and to admit execution thereof and admit receipt of consideration before the Sub Registrar/Registrar having authority for and to have the said conveyance, deeds and documents registered before any competent authority at Deoghar or elsewhere as the case may be.
  - i. AND after Registration of this Development Agreement in registry Office at Deoghar to the above effect, the Land Owners and Developer shall be entitled to sale or enter into agreement for sale or any kind of deed/deeds including conveyance or any other agreement or mortgage in respect of their respective shares directly to its prospective buyers/occupiers or any financial institutions.
    - j. The right to use and enjoy commonly with all the land owners, developer and proposed occupants shall also grant by the respective land owners and developer in all common areas and common facilities i.e. common verandah, balconies, lifts, common staircase, setback areas, boundary wall, common parking areas, generators, fire fighting equipment, electrical installations in common areas, pipes fittings and all other fittings and fixtures meant for common areas and common purposes shall be executed and registered by them, in favour of their prospective purchasers, nominees, allottees and occupants whom so ever may be.

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- 15. That the Development of the said property shall be by and on account of the Developer and neither land owners themselves jointly or individually nor any other persons claiming through any of the above named land owner shall have any right in the Development of the said property as per agreed and approved plan and specification by the Deoghar Municipal Corporation or Competent Authority. The Developer shall alone be responsible and liable to the Deoghar Municipal Corporation or Competent Authority and such other concerned authorities for the discharge of the said work and shall alone be likewise liable for the losses/fees etc. if any or for any claim arising from the Department work and shall keep the owners well indemnified in respect of all its actions, proceedings, demands, claims, costs, charges, expenses, losses, damages, compensations or penalties of any sort or nature whatsoever the owner's may be put to sustain or in connection of with the said work or for the default, failure or breach of contract by the Developer till the period of completion of the constructions. Similarly because of the owners or any one of the owners, if the developer or its work of development is hampered in any way, in that case, the land owners will indemnify the developer or its agents and representatives.
- 16. That all the outgoings including expenses, costs and Govt Taxes and any other liabilities what so ever may be in respect of the said property from the date of execution of these presents shall be borne and paid by the Developer, but prior to the above period shall be the liability of the land owners alone.
- 17. That all costs, charges and expenses and/or any incidental charges, including the stamp duty and Registry fees on conveyances or conveyances or in any other deeds and documents shall be borne and paid by the allottees and/or the transferees in respect of their allotted shops/offices, flats, parking spaces, other tenements failing under the share of each parties. Any other expenditure relating to the Advocates, in regards to this Development agreement, including stamp duty and registration fee etc. shall be borne by the Developer exclusively.
- 18. That the Land Owners hereinafter shall at no time demand any sum or premium or any interest in any dealings regarding sale and or in otherwise on transfer of the developer's share/ area.
- 19. That the Developer agreed to construct and develop the Complex, by using latest available technology and design and developed complex with ISI and standard mark materials, together with required measures with earthquake resistance and with following features and specifications:

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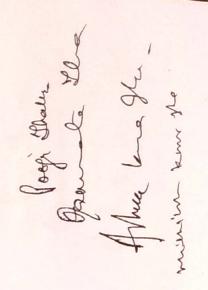


- 1. Structural specification :- R.C.C framed structure
- 2. Civil work & flooring :- wall with plaster of required thickness and POP in walls, flooring with Vitrified Tiles, Granite, Stone where ever required,
- 3 .Door &window: 32 mm flus door with sal wood chaukhat frame with adequate thicknessfor double channel and power coated aluminum framed window.
- 4. Toilet: with Ceramic Glazed titles having minimum size of 2'x 1'up to 7ft height with wash basin, shower, W.C. (I.W.C.) in common toilets and white E.W.C. in maser bed room, concealed G.I. pipe with hot and cold arrangement in shower along with single lever mixture of minimum Jaguar standard.
- 5. Kitchen:- Working platform of Granite top with glazed tiles dado up to 2 feet eight height above working top fitted with stainless steels sink.
- 6. Electrical: Concealed PVC Conduit with copper wiring and standard electric Accessories with adequate light power points (without fan, tube, bulb, etc.) with modular switches with base wire fittings as per Govt.

  Norms. television points, internet connection point and power points in kitchen, bathrooms and all bed rooms.
- 7. Plumbing: All internal G.I. / PVC pipe shall be concealed.
- 8. Finish:- All internal walls and ceilings in plaster of paris along with one coat of primer and front external surfaces by two coats of weather coat paint with base of cement putty. In case of commercial toughened glass and ACP finish.
- 9. Cement:- Any branded recognized cement
- 10. Water:-Non interrupted 24 hrs. water supply from deep boring.
- 11. TV /Dish/Telephone/internet :- Two point in each Flat
  - 12. Roof tops:-Water proofing & thermal proofing on the total roof area.
- 13. Rainwater Harvesting
- 14. Provisions of Two lifts
- 15. Note:-The above specifications are subject to minor changes as may be decided by the developer/architect/engineer in the overall interest of the project.

- 20. That the project will be completed within Two and half years from the date of execution of these presents. The Land Owners agreed to allow a grace period of SIX months over the aforesaid period. That the time will be counted after sanction of the Building Map from the Deoghar Municipal Corporation of Competent Authority. If the complex is not completed within the above period then the land owners will be entitled to charge damages as mutually agreed upon. It may be clear here that the period of completion is subject to the principle of force maijure, fire, tempest, neighbor problem or from any other inevitable acts of God or Government effecting work, then so much of the time as is so lost will be further added to the period of completion.
- 21. That the parties hereto, also agreed and decided to determine, allocate and define their respective owner's as well as developer's share as above, so far the constructions to be made in Block A building /complex up to 6th, floor, on the larger land area, out of schedule A property, in the shape of built up area, consisting of residential flats, shop rooms etc., including car parking spaces and terrace/roof what so ever may be, hereinafter appearing as per architect/engieer's plan duly drawn up by him/them and the same has already been accepted, approved and confirmed by the respective parties hereunder, to enable them to deal with the same in any manner, by way of sale, transfer and convey separately and exclusively as absolute owners in any manner and/or transfer the same by way of sale or otherwise as the case may be of their respective shares wholly or part wise as the case may be. As the constructions to be made on the other part (Block B) on a marginal land area out of schedule A property/land is concerned, at present the same is not feasible to determine and finally allocate the respective shares as above in between the land owners 1st. and 2nd. part and developer, as such the parties hereto mutually agreed and decided to settle and determine the same finally at a subsequent stage, which shall also be reduced in writing, by executing a supplementary deed of agreement to the above effect, forming part of this agreement and shall be binding on the respective parties hereto.
  - 22. That the total constructions to be made in Block A complex, over an area of 11947 sq. feet as per architect/engineer's plan up to 6<sup>th</sup>. floor,including Basement and ground floor, the total residential constructed built area shall be 39283 sq. feet, consisting in 32 number of residential flats in all and total commercial constructed shops built up area shall be 6324.84 Sq. feet, in both Ground and 1<sup>st</sup>. floor and total 31 nos. of car parking spaces shall be available in Basement and Ground floor. On final allocation and division of the said constructed built up residential as well as commercial area and car parking spaces in between the parties hereto, land owner's 1<sup>st</sup>. and 2<sup>nd</sup>. part are entitled for an area of total 16499 sq. feet in the said residential built up area, in the shape of residential flats, out of their 42% joint owner's share in the said residential area and an area of total 2847 sq. feet in

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- B. Ashok Kumar Jha: Out of his 12.25% share in land area to be involved in the constructions of Block A building/complex, he has been allotted separately, exclusively and absolutely hereby Two residential flats, bearing flat no. 303 at 3<sup>rd</sup>. floor, covering its built up area 1145 sq. feet and flat no. 604 at 6<sup>th</sup>. floor, covering its built up area 960 sq. feet and in commercial shop room area, in western side complex, both in Ground and 1<sup>st</sup>. floor as per above said land area, comes to 348.77 sq. feet which he shall be jointly held and possessed along with other land owners of the 1<sup>st</sup>. and 2<sup>nd</sup>. part, out of their 2847 sq. feet, in commercial built up area, against 45% of owner's share. Besides the above he has been allotted exclusively and absolutely two car parking spaces, one in Ground floor and the other is in Basement floor.
- C. NamrataJha:- Out of her 25.50% share in land area to be involved in the constructions of Block A building/complex, she has been allotted separately, exclusively and absolutely hereby Three residential flats, bearing flat no. 205 at 2<sup>nd</sup>. floor, covering its built up area 1295 sq. feet, flat no. 301 at 3<sup>rd</sup>. floor, covering its built up area 1295 sq. feet and flat no.602 at 6<sup>th</sup>. floor, covering its built up area 1295 sq. feet and in commercial shop room area, in western side complex, both in Ground and 1<sup>st</sup>. floor as per above said land area, comes to 726.01 sq. feet which she shall be jointly held and possessed along with other land owners of the 1<sup>st</sup>. and 2<sup>nd</sup>. part, out of their 2847 sq. feet, in commercial built up area, against 45% of owner's share. Besides the above she has been allotted exclusively and absolutely three car parking spaces, all in Basement floor.

## Land owners.2<sup>nd</sup>. Part

- D. <u>Prameindra Mohan Thakur</u>: Out of his 24.50% share in land area to be involved in the constructions of Block A building/complex, he has been allotted separately, exclusively and absolutely hereby Three residential flats, bearing flat no. 204, covering its built up area 960 sq. feet, flat no. 206, covering its built up area 1295 sq. feet, both flat are at 2<sup>nd</sup>. floor and flat no. 606 at 6<sup>th</sup>. floor, covering its built up area 1295 sq. feet and and in commercial shop room area, in western side complex, both in Ground and 1<sup>st</sup>. floor as per above said land area, comes to 697.54 sq. feet which he shall be jointly held and possessed along with other land owners of the 1<sup>st</sup>. and 2<sup>nd</sup>.part, out of their 2847 sq. feet, in commercial built up area, against 45% of owner's share. Besides the above he has been allotted exclusively and absolutely three car parking spaces, all in Basement floor.
- E. <u>Pooja Thakur</u>:- Out of her 25.50% share in land area to be involved in the constructions of Block A building/complex, she has been allotted separately, exclusively and absolutely hereby Four residential flats, bearing flat no. 302 at 3<sup>rd</sup>. floor, covering its built up area 1295 sq. feet, flat no. 405 at 4<sup>th</sup>. floor, covering its built up area 1295 sq. feet and flat no. 503,

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covering its built up area 1145 sq. feet and flat no. 504, covering its built up area 960 sq. feet and in commercial shop room area, in western side complex, both in Ground and 1<sup>st</sup>. floor as per above said land area, comes to 726.01 sq. feet which he shall be jointly held and possessed along with other land owners of the 1<sup>st</sup>. and 2<sup>nd</sup>.part, out of their 2847 sq. feet, in commercial built up area,against 45% of owner's share.Besides the above she has been allotted exclusively and absolutely four car parking spaces, one in Ground floor and three in Basement floor.

#### Developer :-

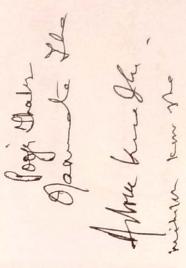
Rajbir Infra Projects :- Towards consideration to meet cost and expenses to be incurred In construction of Block A building/complex, the developer has been allotted separately, exclusively and absolutely hereby all together Eighteen residential flats, bearing flat no. 101, covering its built up area 1295 sq. feet, flat no. 102, covering its built up area 1563 sq. feet both on 1st. floor, flat no. 201 covering its built up area 1295 sq. feet , flat no. 202 covering its built up area 1295 sq. feet , flat no. 203 covering its built up area 1145 sq. feet all of at 2<sup>nd</sup>. floor, flat no. 304 covering its built up area 960, flat no. 305, covering its built up area 1295 sq. feet and flat no. 306 covering its built up area 1295 sq. feet, all of at at 3rd. floor, flat no. 401 covering its built up area 1295 sq. feet, flat no. 402 covering its built up area 1295 sq. feet, flat no. 403 covering its built up area 1145 sq. feet, all of at 4th. floor, flat no. 501 covering its built up area 1295 sq. feet, flat no. 502 covering its built up area 1295 sq. feet, flat no. 505 covering its built up area 1295 sq. feet, flat no. 506 covering its built up area 1295 sq. feet, all of at 5<sup>th</sup>. floor and flat no. 601 covering its built up area 1295 sq. feet, flat no. 603 covering its built up area 1145 sq. feet, flat no. 605 covering its built up area 1295 sq. feet and in commercial shop room area, in Eastern side complex, both in Ground and 1st. floor as above, the developers commercial area, comes to 3477.84 sq. feet, in commercial built up area, against 55% of developer's share. Besides the above the developer firm has been allotted exclusively and absolutely there are all together 18 car parking spaces, three in Ground floor and fifteen in Basement floor.

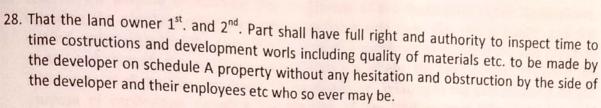
25. That in this way the land owners of 1<sup>st</sup> and 2<sup>nd</sup> part have been allotted separately, exclusively and absolutely in all 14 residential flats, covering in all its built up area 16490 Sq. feet, out of their residential built up area of 16499 sq. feet as per their joint 42% percent owner's share as above and in western side commercial complex, the total built up area comes to 3138.20 Sq. feet, out of their commercial built up area of 2847 sq. feet as per their joint 45% percent owner's share and in all total 13 car parking spaces, both in Basement and Ground floor as said earlier, together with proportionate 42% terrace area on top floor from

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the northern side and undivided proportionate land area on pro rata basis out of schedule A property/land. Likewise the developer has been allotted separately, exclusively and absolutely in all 18 residential flats, covering in all its built up area 22793 Sq. feet, out of its and in all commercial area towards eastern side, both in Ground and 1st. floor, covering in all per its 55% percent developer's share in commercial built up area of 3186.64 sq. feet as spaces, both in Basement and Ground floor as said earlier, together with proportionate 58% terrace area on top floor from the Southern side and accordingly undivided proportionate land area on pro rata basis out of schedule A property/land. The above said allotment as defined separately, exclusively and absolutely have been admitted, acknowledged and confirmed herewith by all the parties hereto and the same shall be binding on them.

- 26. That it has also been agreed in between the parties hereto that all the remaining constructed or unconstructed portion in both parts (Block A & Block B) of the said building/complex, that is sub way, passages, stair case, open space, lift space, together with all such amenities, facilities and utilities what so ever provided in both the said part of complex shall remain be in common enjoyment and common use, including the facilities of supplying water, and developer and their heirs, nominees, allottees, transferees and assignees as well who all space commonly as per convenience and rule if any ever framed by the occupants of the entire premises, including land owners and developer.
- 27. That as per mutually agreed allotment of areas in residential flats, 9 sq. feet is excessive, in developer's share, which area has to be compensated by the developer to the land owner's concerned, the developer has been allotted 292 sq. feet, lesser area then that in comparison to its share, which area along with an additional area has been mutually settled as compensation shall be compensated to the developer, by the land owners 1st. and 2nd part, out of Block B complex in the commercial built up area at Ground Floor and 1st. floor respectively. After completion of constructions of Block A, if any deviation on measurement comes out, then the same shall be accordingly adjusted in between the parties as per their respective shares.

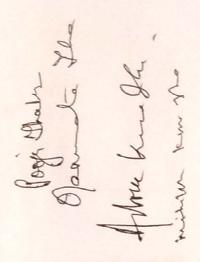




- 29. That each of land owners of 1<sup>st</sup>. and 2<sup>nd</sup>. Part, as well as developer shall have separately equal right to sell, convey or otherwise transfer wholly or part wise their respective allotted demarcated and defined residential and commercial unit/units as above out of their owner's and developer's share, in the shape of flats and shops out of Block A building/complex, together with undivided proportionate share in land area out of schedule A property hereunder written and to deal with and to allot, enter into agreement for transfer by way of sale, gifts, lease etc. out of their respective separated unit/units as above in the way they likes, together with the right to use and enjoy commonly all common facilities and amenities, what so ever be provided in the said complex, together with right to use and enjoy the car parking space what so ever may be allotted to whom so ever may be.
  - 30. That the developer as well as land owners of the 1<sup>st</sup>. and 2<sup>nd</sup>. Part (jointly or severally as the case may be) in terms of this agreement are fully entitle to execute and register all such deed/deeds and documents and do all things as may be necessary for finally effectually and perfecting the right, title, interest and possession, in favour of their nominees, assignees and transferees/ allottees, or whom so ever may be, as and when so required to them.
  - 31. The Land Owners of the 1<sup>st</sup>. and 2<sup>nd</sup>. Part will have no right to interfere or to put any obstruction in construction being executed by the developer as per the map approved by the Deoghar Municipal Corporation or Competent Authority subject to the condition that the developer would keep the land owners updated about the progress of the construction.
  - 32. The Land Owners of the 1<sup>st</sup> and 2<sup>nd</sup>. Part, if required at any material time, shall also execute an irrevocable power of Attorney and Register the same in the competent Registering Office, so as to the developer to get the work successfully and smoothly done as lawful Attorney for and on behalf of the land owners and to do any act, things, deeds for the interest of the project and to carry on the Development work legally without any let or hindrance from any person through or under land owners.
  - 33. That the land owners will not be entitled to take steps to dispossess the Developer or their men during the development and construction works of the complex, in terms of this development agreement within the specified period as stated above.

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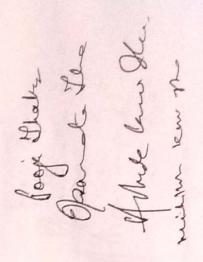
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- 28. That the land owner 1<sup>st</sup>. and 2<sup>nd</sup>. Part shall have full right and authority to inspect time to time costructions and development worls including quality of materials etc. to be made by the developer on schedule A property without any hesitation and obstruction by the side of the developer and their enployees etc who so ever may be.
- 29. That each of land owners of 1<sup>st</sup>. and 2<sup>nd</sup>. Part, as well as developer shall have separately equal right to sell, convey or otherwise transfer wholly or part wise their respective allotted demarcated and defined residential and commercial unit/units as above out of their owner's and developer's share, in the shape of flats and shops out of Block A building/complex, together with undivided proportionate share in land area out of schedule A property hereunder written and to deal with and to allot, enter into agreement for transfer by way of sale, gifts, lease etc. out of their respective separated unit/units as above in the way they likes, together with the right to use and enjoy commonly all common facilities and amenities, what so ever be provided in the said complex, together with right to use and enjoy the car parking space what so ever may be allotted to whom so ever may be.
  - 30. That the developer as well as land owners of the 1<sup>st</sup>. and 2<sup>nd</sup>. Part (jointly or severally as the case may be) in terms of this agreement are fully entitle to execute and register all such deed/deeds and documents and do all things as may be necessary for finally effectually and perfecting the right, title, interest and possession, in favour of their nominees, assignees and transferees/ allottees, or whom so ever may be, as and when so required to them.
  - 31. The Land Owners of the 1<sup>st</sup>. and 2<sup>nd</sup>. Part will have no right to interfere or to put any obstruction in construction being executed by the developer as per the map approved by the Deoghar Municipal Corporation or Competent Authority subject to the condition that the developer would keep the land owners updated about the progress of the construction.
  - 32. The Land Owners of the 1<sup>st</sup> and 2<sup>nd</sup>. Part, if required at any material time, shall also execute an irrevocable power of Attorney and Register the same in the competent Registering Office, so as to the developer to get the work successfully and smoothly done as lawful Attorney for and on behalf of the land owners and to do any act, things, deeds for the interest of the project and to carry on the Development work legally without any let or hindrance from any person through or under land owners.
  - 33. That the land owners will not be entitled to take steps to dispossess the Developer or their men during the development and construction works of the complex, in terms of this development agreement within the specified period as stated above.

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- 34. That for the purpose of verifying the correctness of the declaration made hereinabove, regarding the absolute ownership and marketable title over the said property and the relating undertaking that the same is free from all encumbrances and that the said property or any part thereof has not been encumbered any where, the land owners provided the Zerox copy of all the title documents to the developer, relating to the said property for the purpose of verification, including investigation of the land owners title, over the said property. The Land Owners undertakes to hand over original/certified copy or any other documents when over required by the developer and to present and file the same before any competent authority.
  - 35. That the developer further undertakes:
  - a. The developer shall not do any act of commission or omission expressly or impliedly directly or indirectly by which the owner's right title and interest over the said property may in any manner be adversely affected until the developer has given delivery of possession of the owner's share/area to the Land Owners.
  - b. To indemnify the owners and always keep them indemnified and harmless in respect of all claims damages compensations or expenses payable in consequences of any injury or accident sustained by any workmen artisan or invitees or other persons in the property whether in employment of the developer or not while in or upon the said property and during the period of construction of the said building/complex thereon.
  - c. The Developer shall not create any charges or encumbrance over the Land Owners share in the Complex for its own benefit without the written consent of the Land Owners.
  - 36. That in case there be any defect in the title of the Land Owners or there be any liability or any encumbrances, then in such event the developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the Land Owners at the owners cost and expenses, and the same shall be reimbursed from the owner's share of the land owners.
  - 37. That all outgoings including municipal taxes and another charges in respect of the said property on the schedule A property shall be borne and paid by the Land Owners till the date of delivery of possession of the property to the Developer as said earlier. The developer has also been delivered possession of the said property by the land owners hence forth on execution and registration of this agreement.

- 38. That after delivery of the owners share/area to the Land Owners all outgoing in respect of the said property/land and the said buildings there on shall be borne and paid by the land owners respective party and the developer proportionately in the proportion of their respective shares in the total built up area. (The word proportionately will all its cognate variations whenever used in these presents shall mean the proportion in which the parties hereto and/or their nominees acquiring portions of the building are entitled to the covered areas in the buildings).
- 39. That the Developer and the nominees of the Developer shall own and hold portions of the building comprised in the developer's area, together with proportionate undivided land area out of schedule A land in Block A & B hereunder written and also with further right to use and enjoy commonly the common facilities and amenities, what so ever to be provided in the said complex on payment of proper maintenance charges proportionately and similarly the Land Owners and their nominees shall also own and hold the owners area, together with proportionate undivided land area, out of schedule A land in Block A & B and also with further right to use and enjoy commonly the common facilities and amenities, what so ever to be provided in the said complex on payment of proper maintenance charges proportionately.
  - 40. That the Common Area shall jointly be owned by all the owners/developer and occupants of all the portions of the said building with equal entitlements to use all common area and facilities intended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization and none of owner/developer, nominees/occupants and transferees has/have any exclusive right title and interest over the common areas and common facilities, except the right of common use and enjoyment.
  - 41. That both the land owners and developer will jointly be entitled to all permissible future vertical and / or horizontal development /exploitation of the said property and the said building thereon and the construction sharing owning and selling of all such additional built up area will be done in the same proportions and on the same terms and conditions as contained in this agreement.
  - 42. That the land owners further assured and agreed, that if any levy is imposed by the Deoghar Municipal Corporation or any other Public Body or bodies or the Government for the development/betterment of the area in which the said property is located or any other levy becomes applicable on the said property or any other levy becomes applicable on the said property on the building thereon, then the same shall be paid by the owners and the developer jointly in the same proportion as per their respective shares of built up area in the said building.



- 43. That the owners agreed that in case any fine or penalty is imposed on the said building for any alleged deviation from the sanctioned plan, resulting in any excess construction of the built up area, then the same shall be borne and paid by both set of the land owners and the developer in the ratio of their respective shares, out of built up area in the said building/complex. The name of the building complex shall be "THAKUR-RAJBIR TOWERS"
- 44. That in case of any difference and disputes arising out, relating to the lands and construction thereon out of this Agreement in between the land owners and developer. The same will be settled by reference to the Arbitrators one each to be nominated jointly by the land owners and one from the side of the developer and the said arbitrators together will mutually select an umpire and their decision, findings and verdicts so given shall be binding and conclusive under the provision of the Arbitration Act within the jurisdiction of Deoghar Court and Ranchi High Court.
- 45. That even in case of any different or dispute arises, on the construction once started cannot be stopped as per the sanctioned plan by any of the parties but the Arbitrators or the court as the case may be can only get the site and construction inspected by any expert and call for a report.

Description of the Land / Property under this development agreement.

#### SCHEDULE - A

All that part and parcel of unsurveyed Basauri transferable Land in two parts, one major part is adjoining East and the other part is adjoining West in between 14' feet wide private common passage/Rasta, situated and laying on Mouza – Bela Bagan, P.O& P.S - Deoghar, Sub-Division, Sub-Registry & Dist. – Deoghar. Eastern portion of the plot is measuring 11,947 square feet equivalent to 27.4781 Decimal and Western portion of the plot is measuring 2,784 square feet equivalent to 6.4032 Decimal, and both the above said plots are lying under present Jamabandi No.– 17/1, 17/1/1, 17/1/2 and 17/1/3 and Thana No – 257, Anchal- Deoghar, bearing holding 59/206 and 206/1 within old Ward No. – 8 and present ward no. 08, Within Deoghar Municipal Corporation, in the town and district of Deoghar (Jharkhand) more or less, having Residential cum Commercial use and the same is bounded as follows:

Boundry of Eastern plot of Land, Area 11,947 sq. feet

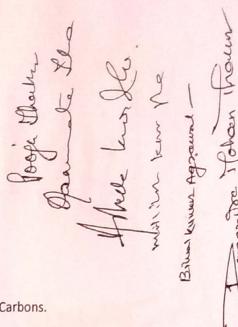
On the North - Shib Kali Som

On the South - Deoghar Jaisidih Road

On the East - Land of Renuka Devi and family

On the West - 14 feet wide Private Common Passage/Rasta

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Boundry of Western plot of Land, Area 2,784 sq. feet

On the North -Land and factory of M/S Baidyanathdham Carbons.

On the South - Deoghar Jaisidih Road

On the East – 14 feet wide Private Common Passage/Rasta

On the West - Land and house, known as Bani Smriti

In witness whereof the parties hereto have set their respective hands to this Agreement made on the day month and year as first written above in presence of the attesting witnesses after having been read over and explained its constants and being understood by both the parties thereto.

SIGNED AND DELIVERED by the above named

- 1. Mithilesh Kumar Jha son of M. N. Jha
- 2. Ashok Kumar Jha son of M. N. Jha
- 3. NamrataJha wife of Mithilesh Kumar Jha All resident of Cable Town, P.S- Golmuri, Jamshedpur ( Jharkhand )

Signature of Land Owners 1st. Part

 Premendra Mohan Thakur son of N. M. Jha
 Pooja Thakur wife of Premendra Mohan Thakur Both resident of Minara Kothi, Barari, District Bhagalpur (Bihar)

Signature of Land Owners 2<sup>nd</sup>. Part

SIGNED, SEALED AND DELIVERED for & on Behalf of RAJBIR INFRA PROJECTS, Represented through its Partner namely Bimal Kumar Agrawal son of Bir Kumar Agrawal

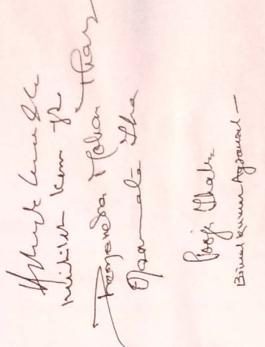
1. Withelm kun pre 2. Albert Mond Str. 3. April 2h.

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6. Bird kamerAgranal -

Signature of Developer

SIGNED, SEALED and DELIVED District - Deoghar in presence of the second of Sridal William Permanent resident of Villam Police Station, District State	of Witnesses	Allest Marie Proposed of Signature Signature Signature
2. NISHANT JUS Son of SriM(THILESH Permanent resident of Villa Police Station –	Age - 13-78 P - N-W	CH. APFA, SONARI, JAMSHEPPUR - 7045800612
District –		Signature



# ANNEXURE OF DOCUMENTS, ENCLOSED HEREWITH IN SUPPORT OF TITLE OF THE PROPERTY

Number of annexure	Particulars of document
Annexure - 1	Zerox copy of sale deed dated .
Annexure – 2	Zerox copy of sale deed dated .
	Zerox copy of sale deed dated .
	Zerox copy of sale deed dated
Annexure – 5	Zerox copy of Deoghar Anchal Recipt of Jamabandi no. 17, 17/1, 17/2 & 17/3.

## **DECLARATION:**

- 1. That the aforesaid land & building is free from all sorts of encumbrances.
- 2. That the aforementioned land & building is adjacent to DeogharJaishidih Road.
- 3. That the landed property of Schedule A is not subject matter of Land Acquisition.
- 4. This aforesaid land is neither Government land nor assigned land &Stamp duty has been paid at fixed rate.

