



सत्यमेव जयते

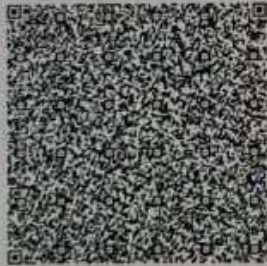
# INDIA NON JUDICIAL Government of Jharkhand

## e-Stamp

Certificate No. : IN-JH11799718954835Q  
 Certificate Issued Date : 18-Sep-2018 11:18 AM  
 Account Reference : SHCIL (FI)/jhshcil01/ DHANBAD/ JH-DB  
 Unique Doc. Reference : SUBIN-JHJHSHCIL0115920820944932Q  
 Purchased by : PRANAY KUMAR  
 Description of Document : Article 5 Agreement or memorandum of an Agreement  
 Property Description : NA  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : VIKRAMSINGH INFRA PRIVATE LIMITED  
 Second Party : AS APPLICABLE  
 Stamp Duty Paid By : VIKRAMSINGH INFRA PRIVATE LIMITED  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



16 NOV 2018



NOTARY  
DHANBAD

.....Please write or type below this line.....

42  
SI.No

VIKRAMSINGH INFRA PVT. LTD  
Kumar Vikram  
Director



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TQ 0001806241

### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority

## DEVELOPMENT AGREEMENT

**THE DEVELOPMENT AGREEMENT** made this the 12<sup>th</sup> day of October Two Thousand Eighteen by and between:

(1) **Sri Charu Singh** Son of Late Jageshwar Singh, by Caste – Rajput, by Occupation – Agriculture, Resident of Bishunpur, Babudih, PS & Dist. - Dhanbad, hereinafter referred to as "the Land Owners" (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and it successor and/or successors in interest / office and assigns) of **ONE PART**.

**AND**

**M/S Vikramsingh infra Private Limited**, a Private Company limited by shares duly incorporated under the companies Act, 1956, Administrative Office at Babudih Post Polytechnic dhanbad (Jharkhand) represented though one of the Director Sri Kumar Vikram son of Sri Upendra kumar Singh Resident of Babudih Bishunpur PO Polytechnic, Dhanbad (Jharkhand) hereinafter referred to as "the Developer" (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and it successor and/or successors in interest /office and assigns) of **OTHER PART** i.e called second party

### W H E R E A S :

The Owners are seized and possessed of and/or well and sufficiently entitled to All That or parcel of land measuring 4.08 Katha of land in **Mouza No. 2, Nawadih, Khata No. 19. Plot No. 1438**, Police Station and District Sub-Registrar Office, Dhanbad in the District of Dhanbad (Jharkhand), more particularly described in the first schedule hereunder written and delineated in the map or plan annexed and marked with red border, free from all encumbrances, attachments, acquisition, requisition, alignment or trust of any nature whatsoever (hereinafter referred to as "the said land").

1. The Developer has represented the Owner as Follows:

- i) That it is engaged in the business of developing multistoried buildings in and around Jharkhand and has necessary financial, technical and other resources to punctually and successfully execute the contract as per the plan which will be sanctioned by the necessary authorities.
- ii) That it can construct and complete the new building at the said Premises as per the plan.



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Kumar Vikram

Director

[1]

- iii) That it shall put the Owner in vacant possession of the Owner's Allocation within the period mentioned herein,
- iv) That it shall bear all cost of (ii) and (iii) above and all other costs as may be necessary for development of the premises and abide by the terms and conditions stated in this Agreement.

1.1 Relying on the said representation, assurance and confirmation of the Developer and believing the same to be true and correct, the owner has agreed to appoint the developer exclusively for the purpose of developing the said premises by constructing a multi-storied building thereon on the term and conditions hereinafter contained

**NOW THIS AGREEMENT WITNESSETH** and it is agreed and declare by between the parties hereto as follow :-

### ARTICLE- DEFINATIONS

In these presents the following expression shall have following meaning:-

**OWNER** shall mean Sri Charu Singh shall include its successor or Successors in the interest/office.

- (a) **DEVELOPER Shri Kumar Vikram (One of the Director)** shall mean Messrs VikramSingh infra Pvt Ltd and shall include the successor and / or Successors in the interest/office.
- (b) **LAND** shall mean all that piece of parcel of land measuring 4.08 Katha of land in Dhanbad Mouza No. 2. Nawadih, Khata No. 19, Plot No. 1438, of the Dhanbad Municipal, Police stations and district sub – registrar office Dhanbad in the district of Dhanbad (Jharkhand) more particularly described in the first schedule hereunder written.
- (c) **NEW BUILDING** shall mean and include the building or buildings comprising of residential / commercial or shopping complex as may be mutually decided to be constructed and completed at the premises as per plan to sanctioned by Dhanbad municipal corporation area developing authority.
- (d) **OWNER'S ALLOCATION** shall mean all that the 1/3rd Area (Flat) out of total super buildup area, as certified by the architect.
- (e) **DEVELOPER'S ALLOCATION** shall mean All that the 2/3rd Area (flat) out of total super built up area, as certified by the architect.
- (f) **ARCHITECT** shall mean any person or persons or firm who may be appointed by the developer for designing, planning, supervising and certifying of the new building to construct at the premises.



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Kumar Vikram  
Director

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Charu Singh

- (g) **PLAN** shall mean the plan(s) elevations, designs, drawings and specifications of the new building to be prepared by the architect, approved by the owner and sanctioned by Dhanbad municipal corporation/ MADA and shall include any modifications or alterations as may be necessary and / or required in respect with written approval of the owner.
- (h) **COMMON PARTS AND PORTIONS** shall mean and include the various common parts and portions in the new building which are necessary for beneficial use and enjoyment of various unit Owners in common and required for establishment, enjoyment, and provisions for maintenance and / or management of the new building.
- (i) **SPECIFICATIONS** shall mean the specifications required for the purpose of construction of new Building and morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written.
- (j) **UNIT** shall mean constructed area and / or space in the new building which is capable of being enjoyed independently by the unit Owner.
- (k) **UNIT OWNER** shall mean any person, firm, hindu, undivided family, trust, Limited company or association of persons who acquires or agrees to acquire and own a unit in the new building and shall include the developer and the owner for the units allocated to them respectively and not agreed to be alienated to any third party.
- (l) **SUPER BUILT UP AREA** shall mean the total area to be constructed by the Developer duly certified by the Architect, which shall include area of the common portions.
- (m) **SANCTIONED UP AREA** shall mean the cover area of the new building as may be sanctioned by Dhanbad Municipal Corporation / MADA.
- (n) Singular shall include plural vice versa.

## ARTICLE II - SATISFACTION OF TITTLE

- 2.1 The owner represented to and assured the developer that they have perfect right title, interest and possession in to and over the land described in the first Schedule hereto under. It has also been represented to the developer that the said land is free from all encumbrances, charges and mortgages etc.



In case at the time of development the developer suffers any losses or damages as a result of any defect in title in the respect of the premises, the Owner shall be responsible to rectify the defect and bear all such expenses as may be necessary in the regard.

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*Kumar V. K. Gm*

Director

### ARTICLE III - COMMENCEMENT

- 3.1 This agreement has commenced and shall be deemed to have commenced On and with effect from the date of sanctioned of the plan by MADA/Dhanbad Municipal Corporation ( hereinafter referred to as the "Commencement date").

### ARTICLE IV - DEVELOPMENT RIGHT

- 4.1 In Consideration of the mutual covenants and in further considerations of the developer having agreed to incur all costs charges and expenses for the Purpose of construction, erection and completion of the new building in accordance with the specification. The owner has agreed to grant exclusive right of development in respect of the premises unto and in favor of the developer with the intent and object that developer be entitled under take construction erection and completion of new building of the premises.
- 4.2 ALL permission, clearance, application, plans and other paper and document as may be required for the purpose of obtaining necessary sanction from the appreciate authorities shall be prepared submitted and obtained by the developer in the name of the owner and the developer shall pay and bear all fees, costs, charges and expenses and make deposits wherever necessary and the developer shall be exclusively entitled to refund if any of such deposits and the owner shall have no claim thereon.

### ARTICLE V - POSSESSION

- 5.1 The Owner shall hand over complete vacant possession of the land to the Developer to enable the Developer to undertake construction erection and completion of new building at the land.

### ARTICLE VI OWNER OBLIGATION

- 6.1 The Owner are and shall continued to be the owner of the said land till the completion of the construction of new building and sharing of portion there of between the Owners and the developer in the proportion and as per the term contained in clauses 9.1 and 9.2 hereto after. Provided that the developer shall be owner 2/3rd of the new building as well as proportionate share in the said that land as soon as the construction of the new building is completed.

The Owner has agreed :

i) To execute a general power of attorney in favor of the Developer for the construction of the new building on the said land and also for selling/transferring / disposing of the

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*M. S. Tiwari*



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*Kumar-Vikram*

Director

Developer's portions of the new building included proportionate share in the sand land to intending buyers.

- ii) To make payment of the municipal rates taxes and other outgoing including Electricity charges payable in respect of the premises upto the date of handing over vacant possession of the land to the Developer.
  - iii) To co-operate and/or the developer in undertaking the work of the development and/or construction of the new building in accordance with the plan.
  - iv) To empower the Developer by means of aforementioned power of Attorney to sell/lease/dispose of flats etc. of the developers allocation to the intending buyers by executing sale deed in favour of those buyers and presenting such sale deeds before Sub-Registrar Dhanbad for registration therefore and receiving the sale considerations from the buyers.
  - v) To do all other acts deeds and things as may be necessary and / or required from time to time.
- 6.3 The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the matter of construction of the New Building and the Premises by the Developer.

#### ARTICLE VII – DEVELOPER'S OBLIGATIONS

- 7.1 The Developer shall obtain clearance under Land (Ceiling and Regulation) Act, 1976 and all other permissions and approvals as may be required. The drainage connection and water connection in respect of the said Premises for the New Building shall also be obtained by the Developer.
- 7.2 The Developer shall construct, erect and complete the New Building in terms of this Agreement and as per the Specifications as mentioned in the second schedule and in accordance with the plan entirely at its own costs and expenses and shall not call upon the Owner for any reimbursement thereof whatsoever.
- 7.3 The Developer hereby undertakes that the New Building shall be constructed, erected and completed within 2(two) year from the date of sanction of the Plan from the Dhanbad Municipal Corporation / MADA, unless prevented by force Majeure. Provided however, that the Developer shall be entitled to a grace period of a maximum of six months to complete construction and hand over vacant possession of the Premises to the owner. Time shall be the essence of contract. The Developer agrees to incorporate in the Plan all things necessary to take engineering and architectural safeguards against damages to the New Building on account of natural calamities like earthquake, flood etc. and shall implement the same in construction. In the event the Developer fails to hand over



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VIKRAMSINGH INFRA PVT. Ltd.

Kumar Vikram

Director

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possession of the Owner's Allocation to the Owner within the said period, the Developer shall be entitled to a grace period of Six months to complete the construction.

- 7.4 The Developer shall bear and pay all municipal corporation taxes in respect of the premises from the date of taking over possession of the Land till the date of delivery of the Owner's Allocation to the Owner and / or its assigns.
- 7.5 The Developer shall abide by all laws, rules and regulations of the Government and / or local bodies and / or other authorities and shall be solely answerable to any breach or violation of the said laws, rules and regulation.
- 7.6 The Developer shall consult the owner in all important matters relating to construction flat that is own part.
- 7.7 The Developer shall execute Deed(s) of Conveyance and / or any other documents as may be necessary for sale of Owner's Allocation only after the Owner's have received complete vacant possession of the entirety of the Owner's Allocation.
- 7.8 The Developer hereby agrees and covenants with the Owner not to let out or grant leases and / or create any charge or mortgage on the Premises and / or the land comprised therein or any portion thereof. However, this shall not effect the right of the Developer to book units comprised in the Developer's Allocation and accept advance against such booking at its own risk and responsibility.
- 7.9 The Developer hereby undertakes to keep the Owner indemnified, saved and harmless in respect of any loss, damage, costs, claims, charges and proceedings that may arise in pursuance hereof including all claims or demands that may be made due to anything done by the Developer during construction of the New Building including claims by the Owner of adjoining properties for damage to their buildings, all claims and demands of the suppliers, contractors, workmen and agents of the Developer on any account whatsoever including any accident or other loss, demand and / or claim by the persons who may book any Unit out of the Developer's Area and any action taken by the Corporation and / or any other authority for any breach of any statutory obligation, rules and bye-laws and for any illegal or faulty construction or otherwise of the building.
- 7.10 The Developer shall be liable and responsible for all risks arising out of any act of the Developer and / or its men, servants and agents wording in the Premises or in the construction of the New Building and also all accidents including loss of life and / or property in the process of construction of the New Building. Any damage or claim or demand arising from accidents or negligence of the workmen of or any other persons whosoever shall be borne and made good by the Developer at its own costs, charges and expenses and the Owner shall not be liable or responsible for and shall deal with at its own costs and expenses all objections from local people, club and political parties.



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Kumar Vikram

Director

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7.11 The Developer, while constructing the Building, shall strictly adhere to the plan as sanctioned by the Dhanbad Municipal Corporation / MADA and shall in no way deviate from the same, save those which are sanction able and done with the consent of the Architect and approved by the Owner. Notwithstanding anything contained herein, the Developer shall keep the Owner indemnified against all actions, suits, proceedings, costs, charges, expenses, penalties, claims and demand arising from and in respect of the above.

#### ARTICLE VIII – NEW BUILDING

8.1 The Developer shall, at its own costs constructs, erect and complete the New Building at the premises in accordance with the sanctioned Plan and / or modified and / or altered as per the specifications described in the SECOND SCHEDULE hereunder written with first class materials and workmanship and the New Building shall be complete within 24 (Twenty four) months from the date of sanction of plan by Dhanbad Municipal Corporation / MADA.

8.2 The Developer shall be authorized in the name of the owner in so far as is necessary to apply for and obtain building materials for the construction of the New Building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and / or gas to the New Building and other inputs and facilities required for which purpose the Owner shall execute in favor of the Developer or its nominee or nominees a General power of attorney and to other authorities as shall be needed and / or required by the developer.

8.3 All costs, charges and expenses including Architect's fees occurring after the execution of this Agreement shall be discharged by the Developer and the Owner shall bear no responsibility in this context.

8.4 The Developer hereby undertakes as follows:

- i) To make necessary arrangements for finance, manpower, local administration and arrangements with the corporation and other authorities for utilities such as water, sewage etc.
- ii) To construct erect and complete the said New Building within a period of 24 (twenty four) months from the date of sanction of the map.
- iii) To apply for and obtain all permissions approvals and / or sanctions as may be necessary and / or required.
- iv) To remain responsible for any mishap and / or accident while undertaking the work of construction and in no event the owner shall be liable and / or responsible for the same and the Developer has agreed to keep the Owner and each one of them



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Kumar-Vikram  
Director

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saved harmless and fully indemnified against all costs charges claims actions suits and proceedings.

- 8.5 The Developer shall furnish to the Owner details of carpet area and built up area of the New Building and each Unit and Super Built up Area of the New Building and proportion the same that has been charged to the carpet area and built up area and plans duly certified by Architect along with any Deviations thereto. The owner shall be at liberty to verify the details mentioned above with an independent agency.
- 8.6 The Developer shall provide foundation of the New Building in accordance with the advice and recommendation of the Architect and Structural Engineer and shall obtain their requisite approval and certificate.

#### ARTICLE IX – SPACE ALLOCATION / CONSIDERATION

- 9.1 In consideration of the owner having agreed to grant the exclusive right of development unto and in favour of the Developer, the Owner shall be entitled to ALL THAT the 1/3rd of the Super Built up area to comprise in various Units, TOGETHER WITH the Undivided proportionate share in the apartment thereto.
- 9.2 In consideration of the various obligations assumed by Developer and in further consideration of the Developer having agreed to incur all costs charges and expenses for construction erection and complete of the said New Building. The Developer shall be entitled to ALL THAT the 2/3rd of the Super Built up Area to comprise in various Units constructed spaces TOGETHER WITH the undivided proportionate share in the apartment thereto.
- 9.3 The distribution between the Owner's Allocation and Developer's Allocation shall be made in equitable manner and flat and parking allotment sheet will be provided to the land owner before the power of attorney and the flat will allotted all the floor in respective percentage.
- 9.4 The Owner hereby agrees and covenants with the Developer that the Owner shall sign and execute all deeds documents and instruments as may be necessary and / or required in respect of any agreements or documents to be execute by the developer in respect of the Developer's Allocation.



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Kumar Vikram  
Director

## ARTICLE X – FORCE MAJEURE

- 10.1 Force Majeure shall mean flood, earthquake, riot, war, storms, tempest, civil commotion, bandh or any statutory change / prohibition. However, if such statutory prohibition subsists for more than 24 months, the same shall not be regarded as force majeure and the parties shall mutually decide on the future course of action.
- 10.2 The parties hereto shall not be considered liable for any obligations hereunder to the extent the performance of such obligation is prevented by the existence of force majeure and performance of such obligation shall be suspended for the duration of force majeure conditions.
- 10.3 In order to claim extension of time on grounds of force majeure, the Developer shall be obliged to give written notice of extension of such conditions to the Owner while such conditions are in existence and shall also intimate the Owner immediately upon removal of such conditions.

## ARTICLE XI – HOLDING ORGANISATION

- 11.1 Immediately after completion of the said New Building, the Developer, in consultation with the Owner shall caused to be formed a syndicate and / or society and / or limited company (hereinafter referred to as "the HOLDING ORGANISATION") for the purpose of management of the New Building and the common portions and / or rendition of the common services and each of the owner and the Developer and / or any persons claiming through or under them shall be entitled to make payment of the proportionate share of maintenance charges in proportion to their respective allocations and shall also make necessary advances and / or deposits for the purpose of securing payment thereof. (Not required as per Jharkhand Apartment Rule).
- 11.2 Until formation of the said Holding Organization, the Developer shall continue to remain responsible for the purpose of undertaking maintenance of the common parts and portions and also for rendition of common services SUBJECT HOWEVER to the Owner and the Developer and their respective intending purchasers agreeing to make payment of the proportionate share of such maintenance and / or service charges. The Developer shall ensure timely payment of maintenance charges by the Unit holders of the Units sold by them in respect of Developer's Allocation.



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Kumar Vikram  
Director

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- 11.3 The said Holding Organization shall make arrangement for securing monthly maintenance of common areas and facilities either by taking deposit or in such other manner as may be mutually agreed upon.

#### ARTICLE XII – GENERAL

- 12.1 This agreement is personal to the Developer and in no event the Developer shall be entitled to transfer the benefits of this agreement to any other person and / or person without the consent, in writing, of the Owner.
- 12.2 It is hereby further agreed and declared that by grant of this Development right, the Owner has only granted a licence to the Developer to carry out the work of construction erection and completion of a new building and nothing contained herein shall be construed or treated as making over possession of the premises to the Developer.

Provided once the construction of New Building is completed the Developer shall have right to use, occupy, possess and dispose of Developer's Allocation of the New Building with proportionate share in the said land as if the Developer is the owners of the Developer's Allocation.

#### ARTICLE XIII – MISCELLANEOUS

13. In the Event of the Dhanbad Municipal Corporation and Other authorities concerned permitting any further vertical or horizontal extension or construction in the said building then in that event the same will be divided and shared in the same ratio in which the existing building or New Building has been agreed to divided / apportioned by this agreement. Provided however, that in that event the Developer shall be entitled to connect the common amenities such as water and sewerage connection of the proposed new construction with the then existing construction at the said premises and the Owner hereby consents for the same. This expansion will only be done by the Developer if the Owner gives his consent in writing.

#### ARTICLE XIV – ARBITRATION

- 14.1 All or any disputes arising out of / in connection with / relating to / regarding this development agreement, rights and liabilities arising / acquiring hereof, performance hereof and interpretation of any term of this agreement shall, be referred to the arbitration of sole arbitrator to be appointed with the mutual consent of both the parties hereto / or in the event of any differences between them by the due process of law and the decision of such



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Kumar Vikram  
Director

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arbitration such referred dispute / disputes shall be final and binding upon both the parties.

14.2 Both the parties hereby covenant with each other that if any of them on receipt of a notice in writing and sent in registered cover by the other party seeking appointment of arbitrator U/S21 of the Arbitration and conciliation Act 1996, fails and neglects to appoint sole Arbitrator and / or to hold meeting / discussion for the purpose of appointment of arbitrator within 30 days of receipt of such notice, in that event the other party who has sent the said notice shall have right to appoint Sole Arbitrator and such Arbitrator shall be deemed to have been appointed by mutual consent of both the parties.

#### ARTICLE XV – JURISDICTION

15.1 Courts at Dhanbad alone shall have jurisdiction to entertain and try all proceeding arising out of these presents.

#### Specification

- Superstructure- Reinforced concrete Struction
- Wall finishing- All internal walls and ceilings plastered and finished with plaster of Paris only. All External wall finished with wall putty & 2 coat of paint.
- Flooring- Vitrified tiles in all the area of the flat Non Skid Tiles in Bath and Toilet.
- Kitchen- Floor tiles, kitchen platform Green Mable top, Walls (cooking platform): Glazed tiles In walls up to 2 feet height above cooking platform, sink steel to be fitted in cooking platform
- Door (Bed Rooms, Drawing and Kitchen etc) wood frame with wooden flush door only.
- Window detail : Aluminum/MS Bar
- Toilet: EWC/IWC with PVC Cistern, Sanitary ware of ISI Mark, ISI quality for water supply, overhead shower, one basin
- Electrical wiring: Concealed PVC Copper wiring with adequate earthing shall be provided. All electrical switches and accessories of Anchor or equevent brand with adequate points, lighting sockets, outlets etc shall be provided
- GST: cost will be applicable

VIKRAMSINGH INFRA PVT. LTD.

Kumar Vikram

Director



21/2/2024

**THE FIRST SCHEDULE ABOVE REFERED TO  
(THE SAID LAND)**

All the part and parcel of homestead land situated at Mouza Nawadih No. 02, Khata Nos. 19 & measuring an area 4.08 Katha situated at New Bishanpur, Dhanbad. Deed No 17397 date 23/11/2010 which butted and bounded a follows and distinguished and delineated in the map or plan hereto annexed and thereon bordered red.

North : Ambika Singh  
South : Plot of Deepak Singh  
East : Plot No. 1439  
West : 14' feet Road

**PAYMENT TO LANDLORD AGAINST AGREEMENT**

Payment to landlord has been made as per details below:

1. Rs 1,00,000/- paid vide Chq No. 042027 DT 11.10.2018 in favour of Sri Charu Singh

In witness whereof the parties hereto have set and subscribed their respective hands on the day, month and year first above written in presence of the witnesses:-

Witness:

1. *Ajay Kumar Singh*  
Vil- *Lohmara, Pargha, Baliapur*  
Dist- *Dhanbad (Jharkhand)*

Signature of land owner

2. *Man Singh*

*VIKRAMSINGH INFRA PVT.*  
*Kumar Vikram*  
Director

Signature of developer



*11/25/18*

*[Signature]*

**ATTESTED**  
**NOTARY DHANBAD**  
11/25

Authorised:

uls-(8) (i) of the Notaries  
Act 1952 and No. 53 of 1952

*16/11/18*

*[Signature]*

Complete ✓



सत्यमेव जयते

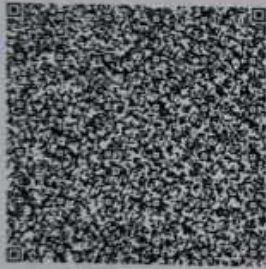
# INDIA NON JUDICIAL Government of Jharkhand

## e-Stamp

Certificate No.	: IN-JH07467322731607P
Certificate Issued Date	: 23-Oct-2017 01:07 PM
Account Reference	: SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB
Unique Doc. Reference	: SUBIN-JHJHSHCIL0110712643329893P
Purchased by	: PRANAY KUMAR
Description of Document	: Article 35 Lease
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VIKRAM SINGH INFRA PRIVATE LIMITED
Second Party	: NA
Stamp Duty Paid By	: VIKRAM SINGH INFRA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



16 NOV 2018



23 Oct 2018  
Pranay Kumar



NOTARY  
DHANBAD

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VIKRAMSINGH INFRA PVT.  
Kumar-Vikram



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**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

## DEVELOPMENT AGREEMENT

THE DEVELOPMENT AGREEMENT made this the 12<sup>th</sup> day of October Two Thousand Eighteen by and between:

(1) Sri Deepak Kumar Son of Sri Charu Singh, by Caste – rajput, bu Occupation – Agriculture, Resident of Bishunpur, Babudih, PS & Dist. - Dhanbad, hereinafter referred to as "the Land Owners" (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and it successor and/or successors in interest / office and assigns) of ONE PART.

AND

M/S Vikramsingh infra Private Limited, a Private Company limited by shares duly incorporated under the companies Act, 1956, Administrative Office at Babudih post polytechnic dhanbad (Jharkhand) represented though one of the Director Sri Kumar Vikram, son of Sri Upendra kumar Singh Resident of Babudih Bishanpur PO Polytecnic, Dhanbad (Jharkhand) hereinafter referred to as "the Developer" (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and it successor and/or successors in interest /office and assigns) of OTHER PART i.e called second party

### W H E R E A S :

The Owners are seized and possessed of and/or well and sufficiently entitled to All That or parcel of land measuring Five (5) Katha of land in **Mouza No. 2, Nawadih, Khata No. 19. Plot No. 1438**, Police Station and District Sub-Registrar Office, Dhanbad in the District of Dhanbad (Jharkhand), more particularly described in the first schedule hereunder written and delineated in the map or plan annexed and marked with red border, free from all encumbrances, attachments, acquisition, requisition, alignment or trust of any nature whatsoever (hereinafter referred to as "the said land").

1. The Developer has represented the Owner as Follows:

- i) That it is engaged in the business of developing multistoried buildings in and around Jharkhand and has necessary financial, technical and other resources to punctually and successfully execute the contract as per the plan which will be sanctioned by the necessary authorities.
- ii) That it can construct and complete the new building at the said Premises as per the plan.



VIKRAMSINGH INFRA PVT. LTD.

Kumar Vikram

Director

[1]

13/11/2018

- iii) That it shall put the Owner in vacant possession of the Owner's Allocation within the period mentioned herein,
- iv) That it shall bear all cost of (ii) and (iii) above and all other costs as may be necessary for development of the premises and abide by the terms and conditions stated in this Agreement.

1.1 Relying on the said representation, assurance and confirmation of the Developer and believing the same to be true and correct, the owner has agreed to appoint the developer exclusively for the purpose of developing the said premises by constructing a multi-storied building thereon on the term and conditions hereinafter contained

**NOW THIS AGREEMENT WITNESSETH** and it is agreed and declare by between the parties hereto as follow :-

#### ARTICLE- DEFINATIONS

In these presents the following expression shall have following meaning:-

**OWNER** shall mean Sri Deepak Kumar shall include its successor or Successors in the interest/office.

- (a) **DEVELOPER Shri Kumar Vikram (One of the Director)** shall mean M/s VikramSingh Infra Pvt Ltd and shall include the successor and / or Successors in the interest/office.
- (b) **LAND** shall mean all that piece of parcel of land measuring 5 Katha of land in Dhanbad Mouza No. 2. Nawadih, Khata No. 19, Plot No. 1438, of the Dhanbad Municipal, Police stations and district sub – registrar office Dhanbad in the district of Dhanbad (Jharkhand) more particularly described in the first schedule hereunder written.
- (c) **NEW BUILDING** shall mean and include the building or buildings comprising of residential / commercial or shopping complex as may be mutually decided to be constructed and completed at the premises as per plan to sanctioned by Dhanbad municipal corporation area developing authority.
- (d) **OWNER'S ALLOCATION** shall mean all that the 1/3<sup>rd</sup> Developed Area (Flat) out of total super buildup area, as certified by the architect.
- (e) **DEVELOPER'S ALLOCATION** shall mean All that the 2/3<sup>rd</sup> Area (flat) out of total super built up area, as certified by the architect.

[2]



VIKRAM SINGH INFRA PVT. LTD.

Director

6/11/2018  
13/11/2018



- (f) **ARCHITECT** shall mean any person or persons or firm who may be appointed by the developer for designing, planning, supervising and certifying of the new building to construct at the premises.
- (g) **PLAN** shall mean the plan(s) elevations, designs, drawings and specifications of the new building to be prepared by the architect, approved by the owner and sanctioned by Dhanbad municipal corporation/ MADA and shall include any modifications or alterations as may be necessary and / or required in respect with written approval of the owner.
- (h) **COMMON PARTS AND PORTIONS** shall mean and include the various common parts and portions in the new building which are necessary for beneficial use and enjoyment of various unit Owners in common and required for establishment, enjoyment, and provisions for maintenance and / or management of the new building.
- (i) **SPECIFICATIONS** shall mean the specifications required for the purpose of construction of new Building and morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written.
- (j) **UNIT** shall mean constructed area and / or space in the new building which is capable of being enjoyed independently by the unit Owner.
- (k) **UNIT OWNER** shall mean any person, firm, hindu, undivided family, trust, Limited company or association of persons who acquires or agrees to acquire and own a unit in the new building and shall include the developer and the owner for the units allocated to them respectively and not agreed to be alienated to any third party.
- (l) **SUPER BUILT UP AREA** shall mean the total area to be constructed by the Developer duly certified by the Architect, which shall include area of the common portions.
- (m) **SANCTIONED UP AREA** shall mean the cover area of the new building as may be sanctioned by Dhanbad Municipal Corporation / MADA.
- (n) Singular shall include plural vice versa.

**ARTICLE II - SATISFACTION OF TITLE**

The owner represented to and assured the developer that they have perfect right title, interest and possession in to and over the land described in the first Schedule hereto under. It has also been represented to the developer that the said land is free from all encumbrances, charges and mortgages etc.



VIRAJ SAHAI INFRA PVT. LTD.

Kumar-Vikram

Director

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13/11/2018

- 2.2 In case at the time of development the developer suffers any losses or damages as a result of any defect in title in the respect of the premises, the Owner shall be responsible to rectify the defect and bear all such expenses as may be necessary in the regard.

### ARTICLE III - COMMENCEMENT

- 3.1 This agreement has commenced and shall be deemed to have commenced On and with effect from the date of sanctioned of the plan by MADA/Dhanbad Municipal Corporation ( hereinafter referred to as the "Commencement date").

### ARTICLE IV - DEVELOPMENT RIGHT

- 4.1 In Consideration of the mutual covenants and in further considerations of the developer having agreed to incur all costs charges and expenses for the Purpose of construction, erection and completion of the new building in accordance with the specification. The owner has agreed to grant exclusive right of development in respect of the premises unto and in favor of the developer with the intent and object that developer be entitled under take construction erection and completion of new building of the premises.
- 4.2 ALL permission, clearance, application, plans and other paper and document as may be required for the purpose of obtaining necessary sanction from the appreciate authorities shall be prepared submitted and obtained by the developer in the name of the owner and the developer shall pay and bear all fees, costs, charges and expenses and make deposits wherever necessary and the developer shall be exclusively entitled to refund if any of such deposits and the owner shall have no claim thereon.

### ARTICLE V - POSSESION

- 5.1 The Owner shall hand over complete vacant possession of the land to the Developer to enable the Developer to undertake construction erection and completion of new building at the land.

### ARTICLE VI OWNER OBLIGATION

- 6.1 The Owner are and shall continued to be the owner of the said land till the completion of the construction of new building and sharing of portion there of between the Owners and the developer in the proportion and as per the term contained in clauses 9.1 and 9.2 hereto after. Provided that the developer shall be owner 2/3rd of the new building as well as proportionate share in the said that land as soon as the construction of the new building is completed.



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Rumar Vikram

DIRECTOR

[4]

6/11/2018

13/11/2018

6.2 The Owner has agreed :

- i) To execute a general power of attorney in favor of the Developer for the construction of the new building on the said land and also for selling/transferring / disposing of the Developer's portions of the new building included proportionate share in the sand land to intending buyers.
- ii) To make payment of the municipal rates taxes and other outgoings including Electricity charges payable in respect of the premises upto the date of handing over vacant possession of the land to the Developer.
- iii) To co-operate and/or the developer in undertaking the work of the development and/or construction of the new building in accordance with the plan.
- iv) To empower the Developer by means of aforementioned power of Attorney to sell/lease/dispose of flats etc. of the developers allocation to the intending buyers by executing sale deed in favour of those buyers and presenting such sale deeds before Sub-Registrar Dhanbad for registration therefore and receiving the sale considerations from the buyers.
- v) To do all other acts deeds and things as may be necessary and / or required from time to time.

6.3 The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the matter of construction of the New Building and the Premises by the Developer.

#### ARTICLE VII – DEVELOPER'S OBLIGATIONS

7.1 The Developer shall obtain clearance under Land (Ceiling and Regulation) Act, 1976 and all other permissions and approvals as may be required. The drainage connection and water connection in respect of the said Premises for the New Building shall also be obtained by the Developer.

7.2 The Developer shall construct, erect and complete the New Building in terms of this Agreement and as per the Specifications as mentioned in the second schedule and in accordance with the plan entirely at its own costs and expenses and shall not call upon the Owner for any reimbursement thereof whatsoever.

The Developer hereby undertakes that the New Building shall be constructed, erected and completed within 2(two) year from the date of sanction of the Plan from the Dhanbad Municipal Corporation / MADA, unless prevented by force Majeure. Provided however, that the Developer shall be entitled to a grace period of a maximum of six months to



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Kumar-Vikram

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13/11/2018

complete construction and hand over vacant possession of the Premises to the owner. Time shall be the essence of contract. The Developer agrees to incorporate in the Plan all things necessary to take engineering and architectural safeguards against damages to the New Building on account of natural calamities like earthquake, flood etc. and shall implement the same in construction. In the event the Developer fails to hand over possession of the Owner's Allocation to the Owner within the said period, the Developer shall be entitled to a grace period of Six months to complete the construction.

- 7.4 The Developer shall bear and pay all municipal corporation taxes in respect of the premises from the date of taking over possession of the Land till the date of delivery of the Owner's Allocation to the Owner and / or its assigns.
- 7.5 The Developer shall abide by all laws, rules and regulations of the Government and / or local bodies and / or other authorities and shall be solely answerable to any breach or violation of the said laws, rules and regulation.
- 7.6 The Developer shall consult the owner in all important matters relating to construction flat that is own part.
- 7.7 The Developer shall execute Deed(s) of Conveyance and / or any other documents as may be necessary for sale of Owner's Allocation only after the Owner's have received complete vacant possession of the entirety of the Owner's Allocation.
- 7.8 The Developer hereby agrees and covenants with the Owner not to let out or grant leases and / or create any charge or mortgage on the Premises and / or the land comprised therein or any portion thereof. However, this shall not effect the right of the Developer to book units comprised in the Developer's Allocation and accept advance against such booking at its own risk and responsibility.
- 7.9 The Developer hereby undertakes to keep the Owner indemnified, saved and harmless in respect of any loss, damage, costs, claims, charges and proceedings that may arise in pursuance hereof including all claims or demands that may be made due to anything done by the Developer during construction of the New Building including claims by the Owner of adjoining properties for damage to their buildings, all claims and demands of the suppliers, contractors, workmen and agents of the Developer on any account whatsoever including any accident or other loss, demand and / or claim by the persons who may book any Unit out of the Developer's Area and any action taken by the Corporation and / or any other authority for any breach of any statutory obligation, rules and bye-laws and for any illegal or faulty construction or otherwise of the building.

The Developer shall be liable and responsible for all risks arising out of any act of the Developer and / or its men, servants and agents working in the Premises or in the construction of the New Building and also all accidents including loss of life and / or property in the process of construction of the New Building. Any damage or claim or demand

[6]



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Kumar Vikram

Director

13/11/2018

arising from accidents or negligence of the workmen of or any other persons whosoever shall be borne and made good by the Developer at its own costs, charges and expenses and the Owner shall not be liable or responsible for and shall deal with at its own costs and expenses all objections from local people, club and political parties.

- 7.11 The Developer, while constructing the Building, shall strictly adhere to the plan as sanctioned by the Dhanbad Municipal Corporation / MADA and shall in no way deviate from the same, save those which are sanction able and done with the consent of the Architect and approved by the Owner. Notwithstanding anything contained herein, the Developer shall keep the Owner indemnified against all actions, suits, proceedings, costs, charges, expenses, penalties, claims and demand arising from and in respect of the above.

#### ARTICLE VIII – NEW BUILDING

- 8.1 The Developer shall, at its own costs constructs, erect and complete the New Building at the premises in accordance with the sanctioned Plan and / or modified and / or altered as per the specifications described in the SECOND SCHEDULE hereunder written with first class materials and workmanship and the New Building shall be complete within 24 (Twenty four) months from the date of sanction of plan by Dhanbad Municipal Corporation / MADA.
- 8.2 The Developer shall be authorized in the name of the owner in so far as is necessary to apply for and obtain building materials for the construction of the New Building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and / or gas to the New Building and other inputs and facilities required for which purpose the Owner shall execute in favor of the Developer or its nominee or nominees a General power of attorney and to other authorities as shall be needed and / or required by the developer.
- 8.3 All costs, charges and expenses including Architect's fees occurring after the execution of this Agreement shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
- 8.4 The Developer hereby undertakes as follows:



- i) To make necessary arrangements for finance, manpower, local administration and arrangements with the corporation and other authorities for utilities such as water, sewage etc.

To construct erect and complete the said New Building within a period of 24 (twenty four) months from the date of sanction of the map.

- ii) To apply for and obtain all permissions approvals and / or sanctions as may be necessary and / or required.

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Director

[7]

13/11/2018

- iv) To remain responsible for any mishap and / or accident while undertaking the work of construction and in no event the owner shall be liable and / or responsible for the same and the Developer has agreed to keep the Owner and each one of them saved harmless and fully indemnified against all costs charges claims actions suits and proceedings.
- 8.5 The Developer shall furnish to the Owner details of carpet area and built up area of the New Building and each Unit and Super Built up Area of the New Building and proportion the same that has been charged to the carpet area and built up area and plans duly certified by Architect along with any Deviations thereto. The owner shall be at liberty to verify the details mentioned above with an independent agency.
- 8.6 The Developer shall provide foundation of the New Building in accordance with the advice and recommendation of the Architect and Structural Engineer and shall obtain their requisite approval and certificate.

#### ARTICLE IX – SPACE ALLOCATION / CONSIDERATION

- 9.1 In consideration of the owner having agreed to grant the exclusive right of development unto and in favour of the Developer, the Owner shall be entitled to ALL THAT the 1/3<sup>rd</sup> of the Super Built up area to comprise in various Units, TOGETHER WITH the Undivided proportionate share in the apartment thereto.
- 9.2 In consideration of the various obligations assumed by Developer and in further consideration of the Developer having agreed to incur all costs charges and expenses for construction erection and complete of the said New Building,. The Developer shall be entitled to ALL THAT the 2/3<sup>rd</sup> of the Super Build up Area to comprise in various Units constructed spaces TOGETHER WITH the undivided proportionate share in the apartment thereto.
- 9.3 The distribution between the Owner's Allocation and Developer's Allocation shall be made in equitable manner and flat and parking allotment sheet will be provided to the land owner before the power of attorney and the flat will allotted all the floor in respective percentage.
- 9.4 The Owner hereby agrees and covenants with the Developer that the Owner shall sign and execute all deeds documents and instruments as may be necessary and / or required in respect of any agreements or documents to be execute by the developer in respect of the Developer's Allocation.



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Kumar Vikram

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[8]

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13/11/2018

## ARTICLE X – FORCE MAJEURE

- 10.1 Force Majeure shall mean flood, earthquake, riot, war, storms, tempest, civil commotion, bandh or any statutory change / prohibition. However, if such statutory prohibition subsists for more than 24 months, the same shall not be regarded as force majeure and the parties shall mutually decide on the future course of action.
- 10.2 The parties hereto shall not be considered liable for any obligations hereunder to the extent the performance of such obligation is prevented by the existence of force majeure and performance of such obligation shall be suspended for the duration of force majeure conditions.
- 10.3 In order to claim extension of time on grounds of force majeure, the Developer shall be obliged to give written notice of extension of such conditions to the Owner while such conditions are in existence and shall also intimate the Owner immediately upon removal of such conditions.

## ARTICLE XI – HOLDING ORGANISATION

- 11.1 Immediately after completion of the said New Building, the Developer, in consultation with the Owner shall caused to be formed a syndicate and / or society and / or limited company (hereinafter referred to as "the HOLDING ORGANISATION") for the purpose of management of the New Building and the common portions and / or rendition of the common services and each of the owner and the Developer and / or any persons claiming through or under them shall be entitled to make payment of the proportionate share of maintenance charges in proportion to their respective allocations and shall also make necessary advances and / or deposits for the purpose of securing payment thereof. (Not required as per Jharkhand Apartment Rule).
- 11.2 Until formation of the said Holding Organization, the Developer shall continue to remain responsible for the purpose of undertaking maintenance of the common parts and portions and also for rendition of common services SUBJECT HOWEVER to the Owner and the Developer and their respective intending purchasers agreeing to make payment of the proportionate share of such maintenance and / or service charges. The Developer shall ensure timely payment of maintenance charges by the Unit holders of the Units sold by them in respect of Developer's Allocation.
- 11.3 The said Holding Organization shall make arrangement for securing monthly maintenance of common areas and facilities either by taking deposit or in such other manner as may be mutually agreed upon.



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Kumar Vikram

Director

[9]

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13/11/2018

## ARTICLE XII – GENERAL

- 12.1 This agreement is personal to the Developer and in no event the Developer shall be entitled to transfer the benefits of this agreement to any other person and / or person without the consent, in writing, of the Owner.
- 12.2 It is hereby further agreed and declared that by grant of this Development right, the Owner has only granted a licence to the Developer to carry out the work of construction erection and completion of a new building and nothing contained herein shall be construed or treated as making over possession of the premises to the Developer.

Provided once the construction of New Building is completed the Developer shall have right to use, occupy, possess and dispose of Developer's Allocation of the New Building with proportionate share in the said land as if the Developer is the owners of the Developer's Allocation.

## ARTICLE XIII – MISCELLANEOUS

13. In the Event of the Dhanbad Municipal Corporation and Other authorities concerned permitting any further vertical or horizontal extension or construction in the said building then in that event the same will be divided and shared in the same ratio in which the existing building or New Building has been agreed to divided / apportioned by this agreement. Provided however, that in that event the Developer shall be entitled to connect the common amenities such as water and sewerage connection of the proposed new construction with the then existing construction at the said premises and the Owner hereby consents for the same. This expansion will only be done by the Developer if the Owner gives his consent in writing.

## ARTICLE XIV – ARBITRATION

- 14.1 All or any disputes arising out of / in connection with / relating to / regarding this development agreement, rights and liabilities arising / acquiring hereof, performance hereof and interpretation of any term of this agreement shall, be referred to the arbitration of sole arbitrator to be appointed with the mutual consent of both the parties hereto / or in the event of any differences between them by the due process of law and the decision of such arbitration such referred dispute / disputes shall be final and binding upon both the parties.



Both the parties hereby covenant with each other that if any of them on receipt of a notice in writing and sent in registered cover by the other party seeking appointment of arbitrator U/S21 of the Arbitration and conciliation Act 1996, fails and neglects to appoint sole Arbitrator and / or to hold meeting / discussion for

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Director

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the purpose of appointment of arbitrator within 30 days of receipt of such notice, in that event the other party who has sent the said notice shall have right to appoint Sole Arbitrator and such Arbitrator shall be deemed to have been appointed by mutual consent of both the parties.

#### ARTICLE XV – JURISDICTION

15.1 Courts at Dhanbad alone shall have jurisdiction to entertain and try all proceeding arising out of these presents.

#### Specification

- Superstructure- Reinforced concrete Struction
- Wall finishing- All internal walls and ceilings plastered and finished with plaster of Paris only. All External wall finished with wall putty & 2 coat of paint.
- Flooring- Vitrified tiles in all the area of the flat Non Skid Tiles in Bath and Toilet.
- Kitchen- Floor tiles, kitchen platform Green Mable top, Walls (cooking platform): Glazed tiles In walls up to 2 feet height above cooking platform, sink steel to be fitted in cooking platform
- Door (Bed Rooms, Drawing and Kitchen etc) wood frame with wooden flush door only.
- Window detail : Aluminum/MS Bar
- Toilet: EWC/IWC with PVC Cistern, Sanitary ware of ISI Mark, ISI quality for water supply, overhead shower, one basin
- Electrical wiring: Concealed PVC Copper wiring with adequate earthing shall be provided. All electrical switches and accessories of Anchor or equevent brand with adequate points, lighting sockets, outlets etc shall be provided
- GST cost will be applicable

#### THE FIRST SCHEDULE ABOVE REFERED TO ( THE SAID LAND )

All the part and parcel of homestead land situated at Mouza Nawadih No. 02, Khata Nos. 19 & measuring an area 5 Katha situated at New Bishanpur, Dhanbad. Deed No 10804 date 16/07/2010 which butted and bounded a follows and distinguished and delineated in the map or plan hereto annexed and thereon bordered red.

North	: Laldhari Kumbhar
South	: Plot No. 1436
East	: Land of Pramod Kumar
West	: 14' feet Road



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Director

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**DETAILS OF PAYMENT TO LANDLORD AGAINST AGREEMENT**

Payment have been made to the Land Lord as per detailes hereunder:

1. Rs. 50,000/- in favour of Deepak Kumar Singh vide Chq No. 042029 DT 11.10.2018

In witness whereof the parties hereto have set and subscribed their respective hands on the day, month and year first above written in presence of the witnesses:-

Witness:

1. *Deepak Kumar Singh.*  
vill. *Golmora* P.O. *Pargola Babapur*  
Dist *Dhanbad (Jharkhand)*

*[Signature]*  
Signature of land owner

*13/11/2018*

2. *Man. Singh.*

VIKRAMSINGH INFRA PVT. LTD.

*Kumar Vikram*

Director

Signature of developer,



*[Signature]*  
**ATTESTED**  
**NOTARY DHANBAD**  
Authorised.

Secy (91/7) (a) of the Notaries  
Act 1952 (Act No. 53 of 1952)

*[Signature]*  
*16/11/18*  
*[Signature]*