



सत्यमेव जयते

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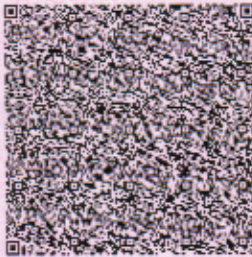


Certificate No. : IN-JH08627854951993Q
 Certificate Issued Date : 05-Mar-2018 11:03 AM
 Account Reference : SHCIL (FI)/ Jhshcil01/ DHANBAD/ JH-DB
 Unique Doc. Reference : SUBIN-JHJHSHCIL0112246683388117Q
 Purchased by : OM CONSTRUCTION
 Description of Document : Article 5 Agreement or memorandum of an Agreement
 Property Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : NIRMALA DEVI
 Second Party : OM CONSTRUCTION
 Stamp Duty Paid By : OM CONSTRUCTION
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

NOTARY
DHANBAD

निर्मला देवी
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Partner

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07 MAR 2018

THIS AGREEMENT FOR ASSIGNMENT made at Dhanbad this theday of
March 2018 at Dhanbad BY AND BETWEEN :

Smt. Nirmala Devi, W/o Sri Sanjeeb Kumar, by faith Hindu, by Caste Bhumihar, by

VO 0004007709

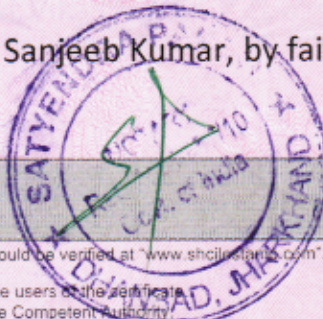
Statutory Alert:

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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.

07 MAR 2018

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S NO. Date:



निर्मला देवी

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Partner

20/10/2020
Smt. Nirmla Devi

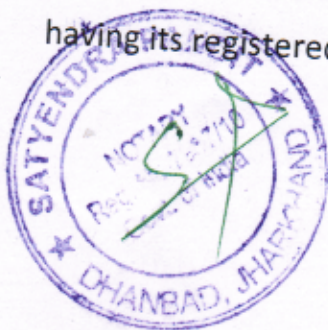
occupation Housewife, Resident of Shivam Colony, P.O. K G Ashram, P. S. - Saraidhela , District -Dhanbad (Jharkhand), here in after referred to as the LAND OWNER (which expression shall unless excluded by and repugnant to the context shall include their heirs, successors, legal representatives, executors administrator and / or person claiming under or in Trust of them and assigns

AND

OM Construction having its registered office at Vikas Ngar, P.o- Jagjiwan Nagar, P.s-Saraidhela, Dist-Dhanbad in represented by its Partner, Sri Pankaj Kumar Anand, S/o Late Anand Kishore Prasad, by faith Hindu, by Caste Kayastha, by occupation - business, resident of Vikas Nagar, P.o- Jagjiwan Nagar, P.s-Saraidhela, Dist-Dhanbad ,here in after called the BUILDER/DEVLOPER, PROMOTER the OTHER PART :

In this Development Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto Smt. Nirmla Devi, W/o Sri Sanjeeb Kumar, by faith Hindu, by Caste Bhumihaar, by occupation Housewife, Resident of Shivam Colony, P.O. K G Ashram, P. S. - Saraidhela , District -Dhanbad (Jharkhand),

The "Developer & Builder/ Developer" means the above named OM Construction having its registered office at Vikas Nagar, P.O. Jagjiwan Nagar, P.s-Saraidhela



विशेषज्ञ

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Dist-Dhanbad in represented by its Partner, Sri Pankaj Kumar Anand, son of Late Anand Kishore Prasad, by faith Hindu, by caste Kayastha, by occupation – business, resident of Vikas Nagar, P.O. Jagjiwan nagar, P.s-Saraidhela Dist-Dhanbad, includes its successors in office, legal representatives, executors, administrators and assigns.

The “Immovable property” means all that piece and parcel of land measuring 5 Katha or 8.25 decimal land old Khata no. 31 and new khata no. 107 being portion of old plot no. 681, 682 & 684 and new plot nos. 742 & 743 of Mouza Gosain Dih, Mouza No 127, P.S., Govindpur District Registry office at Govindpur more fully described in the Schedule ‘A’ hereunder written which is the subject matter of this Development Agreement.

The “Owner’ Allocation’ shall mean and include 37.5 % out of the total Nos. of constructed flats, consisting of Parking and the some proportion space and roof of the proposed building to be constructed over the schedule ‘A’ below property more specifically described in the Schedule ‘B’ hereunder written.

The “Developer’s Allocation’ shall mean and include the remaining constructed flats of 62.5% consisting of parking, undivided soil right and proposed roof of the building to be constructed over the Schedule ‘A’ below property more Specifically

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21/01/2015

...dhanbad and got mutation done of the aforesaid land vide Case no. 1246 (VI) /
...described in the Schedule 'C' hereunder written.

COMMON FACILITIES AND AMENITIES:

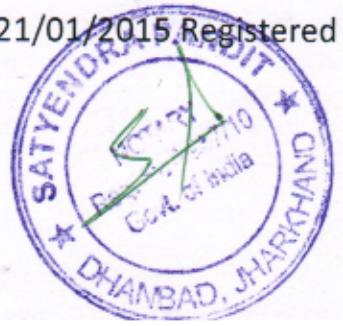
Shall include stairways roof, landing passage, ways, vacant areas pump/Meter Box
room overhead water tank other services and amenities.

MAINTENANCE:

Maintenance of the common facilities and Management of the building shall be
the joint responsibility for all the flats owners and occupiers through a managing
committee to be constructed by the Flats owners, but the maintenance of
internal flats owners

TITLE INDENTURE:

WHEREAS Smt. Nirmala Devi , W/o sri Sanjeeb Kumar by faith Hindu, by caste
Bhumihar by occupation Housewife, Resident of Shivam Colony, P.O. K G Ashram,
P. S. - Saraidhela , District -Dhanbad (Jharkhand), purchased and acquired land
measuring 5 katha or 8.25 decimal under old Khata No. 31 being portion of old
Plot Nos. 681, 682 & 684 from its former owner Sri Radheshyam Agarwalla & Sri
Om Prakash Mansingka, both Son of Late Sitaram Agarwalla through Deed No
194/161 dated 21/01/2015 Registered at Govindpur Sub Registry office at



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Dhanbad and got mutation done of the aforesaid land vide Case no. 1246 (VI) / 2015-2016 and got her name mutated with Govt. Authority, vide Thoka No 1840 (Old) and Page No. 1/561 (New).

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

That in pursuance of above agreement the landowner has agreed to get the schedule A land developed by the developer above named and the latter has agreed to develop the said immovable property i.e. Schedule-A through construction of multistoried building thereon for the consideration / in a manner and within the time stipulated hereinafter in this agreement.

That after execution of this Development Agreement landowners will execute and register a General power of Attorney in favor of the partner / authorized representatives of the developer and said General power of Attorney shall remain valid up to completion of the building and proper adjustments of shares of the landowner and developer subject to the terms hereinafter mentioned. However, the power attorney holder or the developer shall have no right to sell or mortgage or to obtain loan from any bank in respect or shares of landowner.

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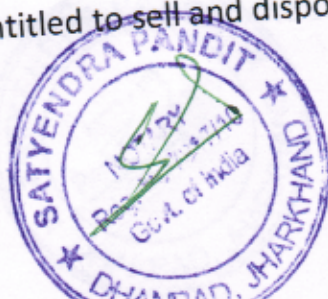
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That the developer shall forthwith start construction of the proposed building over the said land and will complete the proposed construction within 24 months with a grace period of 6 (SIX) months from the date of this agreement. The period of construction may be extended on the ground of natural calamities like Earth Quake, Civil War, Riot, act of God and or Situation beyond control of the human being but if in any case it is found that that the completion of the construction of the building is delayed except on the ground of Act of God or natural calamities then the Land Owners have right to cancel the Development Agreement.

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That after completion of the proposed building the builder/developer/developer shall bring in deliverable state ^{37.5%} 35% of the constructed area consisting of parking, flats along with all other common utility services, advantages amenities, privileges etc constituting "landowner's allocation" and inform the landowner about the completion of their portion of proposed building and the remaining constructed area i.e. excepting the owners' allocation and common areas more specifically described in the Schedule 'B' hereunder written now and to be specified precisely in the sketch map to be annexed with a supplementary agreement showing distribution of shares of owners' allocation and developer's allocation and the developer will be entitled to sell and dispose of its/their shares of the proposed



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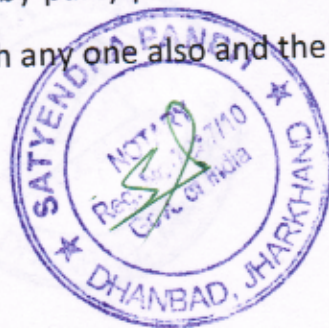
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building i.e. developer' allocation for which the Landowner shall have no objections but the developer shall have no authority to sell or negotiate for sale of portion fallen in share of the owners residential part.

That the land owner and developer will mutually decide the own portion of their flats before initiation of construction work.

That the Landowner do hereby declares and covenants:-

1. That they are the lawful owner of the Schedule below property and there is no other co-owners, co-shares in this property and the land in question is mutated in the name of Landowner of the first part for which the developer has made through enquiries and is satisfied about the proper title of the landowner in respect of the property described in schedule-A hereunder.
2. That the property described in schedule - A hereunder is free from all encumbrances like mortgage , lease, lien charge, etc.,
3. Prior to execution of this development agreement the landowner has not sold transferred or conveyed the schedule 'A' property or part thereof to any party person or concern nor entered in any agreement for transfer with any one also and the said property is free from all



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Partner

21.05.10
for
[Signature]

THE DEVELOPER AND BUILDER / DEVELOPER HEREBY DECLARES AND

CONVENANTS:

Encumbrances, charges, mortgages, litigations or pending suit / case in any court or office.

4. The landowner hereby assure the developer to execute or sign any further paper, document etc. In favor of the developer and for the construction and development of the proposed building to be constructed thereon.

5. During the period of construction if any dispute arises regarding title of the property in that event the landowner will handle the situation without taking any further consideration from the developer and resolve such dispute on her own cost.

6. During the construction of the building the owner shall extend all possible help for progress of construction of the building and should not cause any hindrance for construction of the building.

7. The power of Attorney shall be executed and registered after sanction of building plan by MADA in order to enable the developer to construct the multistoried building.



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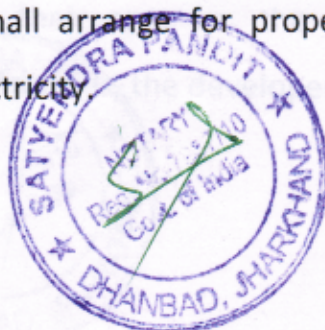
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THE DEVELOPER AND BUILDER / DEVELOPER HEREBY DECLARES AND CONVENANTS:-

1. That the developer will be entitled to enter into agreement with various intending buyers and to receive booking accounts, installations, part or full payment from such buyer/s or transferees, lessees in case of lease against construction and disposal of the proposed flats, falling to their share i.e. the Developer's allocation save and except the owner's allocation and shall take all responsibilities for construction of the proposed multistoried building.
2. The expenses that may be incurred towards preparation of building plan, passing of such plan or plans, payment to architect, civil engineer, labours workmen guards, purchase of building materials, fixtures, fitting installations and/or other service connection to be installed therein documentation any miscellaneous charge levied, fines, penalties imposed by municipality of any other authorities during the construction of the said building and could bear all expenses for execution and registration of the power of attorney to be fully borne by the developer only.
3. The Developer shall arrange for proper water line, fixtures, fittings, installation of electricity



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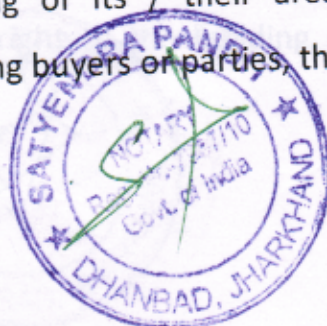
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4. The developer shall construct the entire building in respect of developer's allocations and owner's allocation with same standard as shown in the procedures and requirements of sanctioned plan of MADA.

BOTHE THE PARTIES HEREBY DECLARE AS FOLLOWS:-

- a. Neither parties of the first part and / or the second part shall sale and transfer the proposed allocation of each others to any or more party or parties.
- b. The parties shall be fair and honest and none of the parties shall cheat, deceive and deprive the other so far as the standard of construction and other matters, if any deviation is found in the action of the developer for construction of the building as required by MADA owner shall be at liberty to take such action as they may be advised but shall do the need full to either remove such deviation or get such deviation approved by MADA through compounding.
- c. The parties shall put and render their sincere efforts for the great success of the development project.
- d. The developer shall or may publish in news paper or any media for disposing of its / their area i.e. the developer's allocation to the intending buyers or parties, the developer shall or may raise funds from



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If any accident takes place while the building is constructed it shall be the full responsibility of the developer.

the intending buyers or any part and/ or financial institutions at their discretion and risk for which owner's have no objection.

- e. In case it transpires that the premises mentioned to the schedule 'A' hereunder written is not free from all encumbrances, charges or liens and there by any suit or case and / or defect title of the parties of the first part in that event the owners shall fully liable jointly and shall be sound to make good of all compensation or damages that may be incurred to get the said dispute settled.
- f. The developer shall construct the building strictly as per plan approved by MADA and as shown in brochures so far as specification are concerned.
- g. The parties hereto shall save harmless and keep indemnified each other against any loss, damage, incident suit or proceedings.
- h. The parties may alter or amend any terms of this development agreement and/ or to include any further terms therein later if found necessary that the written consent of the other party only.
- i. The roof right of the building shall be joint between the owner and builder.



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- j. If any accident takes place while the building is constructed it shall be the full responsibility of the developer.
- k. The parties hereof including their respective heirs, successors, successors-in-office- administrator's legal representatives and / or persons claiming through or in trust of them shall comply honor and abide by all the terms of this Agreement.
- l. All disputes and difference arising out of this agreement between the parties regarding the performance including non performance of this agreement, interpretation of terms and conditions herein contained shall be referred to the arbitration of sole Arbitrator to be appointed jointly by both the parties or in the event of any difference between them in the matter of appointment then through the process of court of law and the decision of such arbitrator shall be final and binding on both the parties.

SCHEDULE 'A'

Within district Dhanbad, district sub registry office- Govindpur, P.S. Govindpur, Mouza- Gosain Dih (Mouza No.127), land measuring 5 Katha, 8.25 decimal land being portion of Khata No 31 (Old) and 107 (New), plot Nos. old No. 681, 682 & 684 and new plot no. 742 & 743 of

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Mouza Gosain dih, P.S. Govindpur, Dist- Dhanbad , butted and bounded as follows :-

North : Part of Plot No 680 (Old),

South: Part of Plot No. 683 (Old),

East: Part of Plot No. 681 & 682(Old),

West:- 16" wide Road,

SCHEDULE 'B'

TECHNICAL SPECIFICATION OF COMPLEX BUILDING

OWNER'S ALLOCATIONS

The Builder shall deliver 37.5% namely of parking other buildup are flat out of the total Nos flat and the same proportions of paring on the proposed building which is to be specifically whom in the supplementary agreement to be executed after approval of the building plan.



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commercial ply (both sides) Single leaf With standard fitting,
duly primer 2 **SCHEDULE 'C'**

DEVELOPER'S ALLOCATION

Save and except the owner's allocation as stated herein above in schedule 'B' the remaining constructed Flats, i.e.62.5 % consisting of parking, Flats and roof right, to be constructed over the Schedule 'A' below premised right to egress and ingress common right, stair space which will be specifically shown in subsequent agreement to be executed between the parties after plan is approved by MADA.

TECHNICAL SPECIFACATION OF COMPLEX BUILDING

WALL FINISHING

- (i) All Internal walls and ceilings cement plastered & finished with Plaster of Paris
- (ii) All External walls finished with Putty And Weather coat Paint .

DOORS

Door frames (Chawakats 3" x 3" size) of Sal / Kapoor Wood in all bed Rooms & Drawing rooms and Kitchen & Toilets 3" x 2" size with 30mm thick Factory made Flush doors shutters



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commercial ply (both sides) Single leaf With standard fitting, duly primer 2 Coats.

Kitchen

WINDOWS

Steel/ Glazes with standard fitting, duly painted 2 coats on one coat primer. A/SO/M/S Grills will be provided.

FLOORING & SKIRTING

- (A) Flooring and Skirting's to all bed Rooms, Drawing & Dining Rooms, balconies, etc. Vitrified Tiles (Double Charged) up to 2'0" x 2'0" ., and height of skirting's up to 4".
- (B) Flooring of toilets and kitchen will be Antiskid tiles up to 1'0" x 1'0" size and skirting of toilets Glazed tiles (14" x 10" size) up to door height and Skirting's of kitchen will be up to 2' 0" height above working platform with glazed tiles 14" x 10" size.
- (C) Flooring of stair case & lobby with marble/ ceramic tile up to 1 1' size and skirting up to 6" heights.
- (D) Flooring of all other common places with IPS & skirting with smooth plaster up to 6" height.

Toilets/Bath Rooms (E) One Toilet with EWC and one Toilet with IWC with PVC cistern (Hindware/ Perryware) and For water supply ISI quality G.I.Pipes, and Geyser Point to each toilet, hot & cold plumbing bathing & wash basin, shower with hot & cold manually mixing arrangement shall be provided quality



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Signature

(iii) Extra work of C.P. Fittings will be as per builder's choice. (F.W.C./IWC/Wash Basin will be White Glazed)

Kitchen

(F) Marble/ Granite tiles on working platform along with steel sink with a tap. R.C.C. Shelves at lintal level of one wall will be provided for Adequate storage space (Open)

Car Scooter Parking

(G) Parking places Will be available on Basement / Underground (Without any partitions walls) 150sqft. Area approx for car / Scooter.

BALCONY

Grills pr M/S

(i) 3'0" height wall partially of bricks walls and partially MS. Bars.

ELECTRIC WIRING

(J) Concealed PVC conduct wiring using copper conductors, with standard quality of modular electrical switches and accessories (Fans, fixtures and meter etc, with connection not included.

Note (i) All specifications, sizes and layouts are Subjects to variations, additions and modification.



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Security Guard :- Guard Room will be provided at main gate.

(ii) Extra work/Special kind & type of finishing on written request by Flat owner and will be charged as extra on advance payment. (Extra work mean as if possible.)

CONVENIENCES

- Silent Generator (Kirloskar) for common service and emergency lighting to flats upto 3 amps (750 watts).
- Lift one no. (Four persons) of Standard Brand.
- Dish Antenna wiring point in Living Room.
- All Flat A.C. wiring Point in Master Bed Room.
- CC T.V. camera on Main gate for security

SERVICES

Water Supply
and head tank.

:- 24 Hours water supply through own tube well

Drainage & Sanitation:- Drainage System around the Building & Sewerage system with septic Tank.



Signature of Builder/Developer

Handwritten signature and date: 7.8.12

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Security Guard :- Guard Room will be provided at main gate.

IN WITNESS WHEREOF both the parties here unto set and subscribed their hands at Dhanbad on this the day, month and year first above written.

WITNESSES:

निर्मला देवी

Signature of Land Owner

OM Construction
K. K. Mondal
Partner

Signature of Builder/Developer



NOTARY
DHANBAD

Authorised
u/s 297 (i) (c) of the Cr P.C. 1973
(Act No 11 of 1974) & u/s 10(1)
of the Notaries Act 1952

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25/11/18
7.8.18