

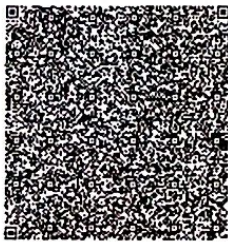


सत्यमेव जयते

INDIA NON JUDICIAL  
Government of Jharkhand  
e-Stamp

Certificate No. : IN-JH14249829440416R  
 Certificate Issued Date : 01-Feb-2019 03:25 PM  
 Account Reference : SHCIL (FI)/jhshcil01/HAZARIBAGH/JH-HZ  
 Unique Doc. Reference : SUBIN-JHJHSHCIL0118551044191962R  
 Purchased by : MD IQBAL  
 Description of Document : Article 5 Agreement or memorandum of an Agreement  
 Property Description : AGREEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : RNR CONSTRUCTIONS DHANBAD  
 Second Party : AS APPLICABLE  
 Stamp Duty Paid By : RNR CONSTRUCTIONS DHANBAD  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)

S No. 4 Date 17 MAY 2019



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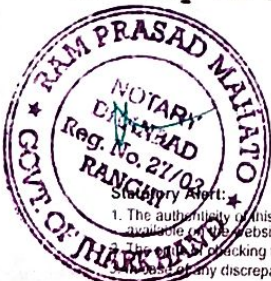
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**DEVELOPMENT AGREEMENT**

This DEED of Development Agreement is made on this  
16<sup>th</sup> Day of May 2019 at Chirkunda, Dhanbad, Jharkhand

SIR 0000908263



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 burden of checking the legitimacy is on the users of the certificate.  
3. In case of any discrepancy please inform the Competent Authority.

BETWEEN

1. Mr. Kiran Prasad Srivastava, S/o Late Dhananjay Prasad Srivastava, by faith: Hindu, by caste: Kayastha, by occupation: Business, Permanent Resident of : Anand Nagar , Near BSK College, Kalipahadi- Kamaliya, Post - Maithon, Thanna - Maithon, Dist - Dhanbad, Jharkhand.
2. Ashok Prasad Srivastava, S/o Late Dhananjay Prasad Srivastava, by faith: Hindu, by caste: Kayastha, by occupation: Service, Permanent Resident of : Ward No- 6, Rajbari, Post - Mihijam, Thana - Mihijam, Dist - Jamtara, Jharkhand.
3. Arun Srivastava, S/o Late Dhananjay Srivastava, by faith: Hindu, by caste: Kayastha, by occupation: Service, Permanent Resident of : A- 118, Gali No-2, Rahul Vihar Beharampur, Ghaziabad, Uttar Pradesh.
4. Mahesh Srivastava, S/o Late Dhananjay Prasad Srivastava, by faith: Hindu, by caste: Kayastha, by occupation:



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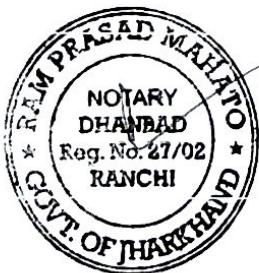
Service, Permanent Resident of : A- 118, Gali No-2, Rahul Vihar Beharampur, Ghaziabad, Uttar Pradesh.

5. Sanjay Prasad Srivastava, S/o Late Dhananjay Prasad Srivastava, by faith: Hindu, by caste: Kayastha, by occupation: Service, Permanent Resident of : 179, Anand Nagar, Near BSK College, Merha - Kamaliya, Post - Maithon, Thanna - Maithon, Dist - Dhanbad, Jharkhand.

Hereinafter called and referred to as the **FIRST PARTY/ OWNERS** (which expression shall unless be excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, successors, administrator, legal representatives in interest and/or assigns) of the **FIRST PARTY** members of the **ONE PART** etc.

AND

6. RNR Constructions, a Partnership Firm duly represented by its partners Shri Pankaj Kumar Singh s/o Late Shiv Kumar Singh and Rajesh Kumar Singh S/o Shri Gopal Singh having it's registered office at C/o Gopal Singh, Near Sita Sharda Apartments, Nehru Road, Chirkunda, 828202, Dist: Dhanbad hereinafter called and referred to as the **Second**



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Sanjay Srivastava  
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Rahul Vihar  
Beharampur  
Ghaziabad  
Uttar Pradesh  
C/o  
Anand Nagar  
Near BSK College  
Merha - Kamaliya  
Post - Maithon  
Thanna - Maithon  
Dist - Dhanbad  
Jharkhand  
C/o  
Shri Pankaj Kumar Singh  
s/o Late Shiv Kumar Singh  
and Rajesh Kumar Singh  
S/o Shri Gopal Singh  
Near Sita Sharda Apartments  
Nehru Road  
Chirkunda  
828202  
Dist: Dhanbad  
Jharkhand  
C/o

Party/Promoters/Builder (which expression shall unless excluded by or repugnant to the context be deemed to mean and include it's successor's-in- office, representatives, administrators, nominees and assignees) of the **SECOND PARTY** of the **OTHER PART**.

WHEREAS the **FIRST PARTY** is the absolute and rightful owner of the land under 1.Old Khata No:55 New Khata No: 161 corresponding to Old PlotNo:17 New Plot No: 435 of Mouza: Merha, Mouza No: 251 measuring an area of: 14.9 Decimals (9 Katha) obtained by virtue of registered sale deed No: 1725 Dated: 29.04.1995 duly recorded in registry office Dhanbad, District Dhanbad, Jharkhand.

2. Khata No: 161 corresponding to Plot No: 435 of Mouza: Merha, Mouza No: 251 measuring an area of: 14.9 Decimals obtained by virtue of registered sale deed No: 1725 Dated: 29.04.1995 duly recorded in registry office Dhanbad, District Dhanbad, Jharkhand which is more fully described in "ITEM NO:1" OF THE "SCHEDULE A" below and has been paying rent to the State of Jharkhand.



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Prasad

Prasad Mahato

AND WHEREAS the FIRST PARTY are desirous to develop his respective land more fully described in "ITEM NO:1" of the "SCHEDULE A" below through

the "SECOND PARTY" and to avoid all misunderstanding, if any, between the parties including their heirs and successors- in - office, the parties hereof have jointly agreed to execute a proper deed of Development Agreement in respect of the said land on mutually acceptable terms and conditions hereinafter appearing.

1. **PROPERTY/LAND:** shall mean all that 14.9 Decimals of land together with existing boundary wall morefully described in "ITEM NO: 1" of "Schedule A" hereunder written.
2. **OWNERS/FIRST PARTY ALLOCATION:** Shall mean and include 30% share out of the total built up area by the Second Party to be distributed in the same proportionate percentage in each floor of the proposed building.
3. **SECOND PARTY'S ALLOCATION:** Shall mean and include the remaining 70% of the actual built up area by the Second Party.



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M. Srinivas  
M. Srinivas

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M. Srinivas

4. **COMMON FACILITIES AND AMENITIES:** Shall mean and include stairways, passageways, pump rooms, elevators, overhead water tanks, vacant roof unless otherwise mentioned.
5. **COMMENCEMENT:** This agreement shall commence on and shall come into effect from the date 15<sup>th</sup> July 2019

NOW THIS DEED OF AGREEMENT INCLUDING ALL THE TERMS AND CONDITIONS WITNESSETH:

1. That the **First Party** shall immediately grant vacant and physical possession of the said property more fully described in "ITEM: 1" of the "Schedule A" subsequent to the execution of this developmental agreement for the purpose of developing the said property.
2. That the **First Party** shall deliver to the **Second Party** all original documents of title and other relevant papers supported with affidavit regarding the



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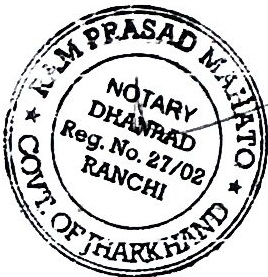
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D. Prasad

in presence of 5 witnesses  
 20/7/2019

genuineness of the documents for examination by the **Second Party and the First Party** shall answer and/or comply with all reasonable requisitions that may be made by the **Second Party** and/ or it's advocate in this regard regarding the satisfaction of the **Second Party** with respect to the **marketable title of the First Party** over the schedule land before execution of this Development Agreement.

3. That in case there is any defect in the title of the ownership or any existing liability or any encumbrances in such event the **First Party** or the **Confirming Party** shall be entitled to have such defects cured by following due process of law at his own cost and risk without involvement of the **Second Party**.

4. That the **First Party** shall handover all original title documents related to the including certified copy/copies of khatian, mutation order sheet along with malguzari receipts morefully described in "ITEM:1" of the "Schedule A" to the **Second Party** for the purpose of creation of equitable mortgage



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deposit of title deeds to avail loan from bank/financial institutions. However the loan availed by the **Second Party** from bank/financial institutions shall be exclusively utilized for the construction purpose of the property morefully described in "ITEM: 1" of the "Schedule A" and the liquidation/redemption of the loan availed by the **Second Party** from the Bank/Financial Institution shall be the sole and exclusive responsibility of the **Second Party**.

5. That the **Second Party** shall get the building plan prepared through any reputed Engineer/ architects/ or Planner of his choice along with the supporting plans such as structural plan, electrical plan, sewerage plan, etc and shall get the said building plan duly approved by the appropriate authority at its own cost and expenses.
6. That the **Second Party** shall appoint/ engage architects, surveyors, engineers and contractors and other person or persons of his own choice.



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area/district/state/region/country. However the First Party shall not be entitled for any demurrage/compensation for delay in completion of the building beyond the period of 30 months or for a further period of six months. Post the timeline mentioned above 12% p.a interest will be applicable on remaining work left.

10. That time shall not be essence of contract if the construction/developmental activity are intercepted due to any impending natural calamity like war/riot/earthquake/flood/litigation/abnormal business environment including shortage of building material or due to sharp rise in price of the building material in the area/district/state/region/country.

11. That after completion of the building complex the Second Party shall hand over vacant and peaceful possession of the proportionate share of 30% which is equivalent to 5 (Five) 3 BHK(1078sq.ft) Flats of the constructed Flats and parking area according to share allotted complete in all respects to the First Party morefully described in "ITEM NO:1 of the SCHEDULE A"



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here in mentioned below to the **FIRST PARTY** . This is agreed by the First Party during signing the development agreement.

12. That the remaining proportionate share of the constructed area excluding the **OWNER'S ALLOCATION/First Party** shall be transferred / sold to various intending buyers by recognized mode of conveyance by the **SECOND PARTY** to which the **FIRST PARTY** shall have no objection whatsoever.

13. That the **SECOND PARTY** during the course of completion of the construction/development shall be at liberty to receive advance or full payments for the flats and services corresponding to its proportionate share from the intending buyers at any time according to its own convenience/need or agreement to which the First Party shall have no objection whatsoever.

14. That the **FIRST PARTY** shall execute and register a General Power of Attorney in favor of the **SECOND PARTY** in respect of the land morefully described in "ITEM No:1 of the "Schedule-A" herein below for the



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Srinivasa

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Srinivasa

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months from the date 15<sup>th</sup> July 2019 with a permissible grace period for a further period of six months for completion of the proposed building shall automatically freeze. The First Party will be solely responsible and liable for the same and indemnify the Second Party in case of such eventuality or happening.

17. That in case such legal litigation prolongs for more than 24 months causing break in developmental work and preventing the Second Party from progress in the said project, a real estate arbitrator shall be jointly appointed by the First Party and the Second Party to determine the cost of investment on the said project and loss resulting due to break in construction/developmental work which shall be recovered from the First Party by the Second Party.

18. That the allocation of the share of the First Party in the building constructed to be over the scheduled land shall be the prerogative of the Second Party and the First Party shall not raise any dispute/objection with the Second Party regarding allocation of share in the



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M. Srinivasulu Reddy

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M. Srinivasulu Reddy

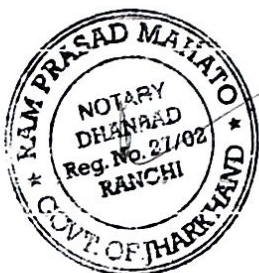


payment of INR 5,00,000 (Five Lakh only) via.....dated..... has been given to him. Remaining sale consideration of the flat belongs to Mr. Arun Srivastava will be paid only after the final sale consideration done of the flat sold of his portion. All other 4 brothers so called (First Party) has agreed on this understanding and mutually given the consent to the second party. Remaining 4, 3 bhk(1078sq.ft) flats will be given as per the above agreement points.

23.The Second Party shall utilize the land for only Flat Construction purpose.

**THAT THE FIRST PARTY/OWNER DOES HEREBY DECLARE AND COVENANT WITH THE SECOND PARTY:**

- a. The **First Party** is the exclusive owner of all that land morefully described in the "ITEM No: 1" of the "Schedule A" below and there is no other co-owners or co-sharers over the said land except them.
- b. That the property is a free hold and the **First Party** have absolute right, title and interest over the scheduled land and the same free from all encumbrances.



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Sd/- [Signature]  
Sd/- [Signature]

*Signature of Shri...*

c. That the **First Party** shall grant exclusive permission to the **Second Party** to enter upon the said property morefully described in the "ITEM No: 1" of the "Schedule A" to take up the development, planning and construction in true spirit of the Development Agreement.

d. That the **First Party** here by irrevocably undertakes not to **sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said landed property or any part thereof** during the currency of this agreement and undertakes not to do any acts/deeds/matters/ or things as shall be in breach or contravention to the spirit of this Development agreement dated \*\*\*\*\* 2019.

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e. That the **First Party** states that he has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange ,lease, trust, assignment right, gift, lien, leave, license, permission, rent, possession, charge or any other encumbrances whatsoever.



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f. That there is no notice or orders passed by the Regional Development Authority or Mada Dhanbad or any other body or authority for either acquisition of the said property or any part thereof.

g. That there are no statutory claims, demands, attachments or prohibitory orders made or issued by the taxation authorities, revenue authorities, municipal authorities or any other government or other local bodies or authorities concerning or affecting the said property or any part thereof.

h. That there are no attachments either before or after judgment and there are no claims demands, suits, decrees, injunctions orders, lis pendence, notices, petitions or adjudication orders made or issued by or at the instance of any party thereof.

i. That apart from the **First Party** no one else is entitled to or has any right, title or interest in the said property or any part thereof either as a partner or co sharer or as a coparcener in the aforesaid property.



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M. Subramanian S. Srinivasan

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S. Srinivasan

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S. Srinivasan

- j. That the **Second Party** shall indemnify the **First Party** from and in respect of all claim compensation or expenses payable in consequence of any person or demands of whatsoever nature from any authority arising from any act of omission or negligence on the part of the **Second Party** related to or in connection with the execution of the works.
- k. Prior to execution of this agreement, the **First Party** have not transferred the said land to any party nor entered in any other agreement with any other party and the same is free from all encumbrances' charges or litigations and attachments.
- l. The **First Party** shall sign the building plan and execute other documents as required by the **Second Party** for the speedy execution and implementation of the terms of the development agreement dated: 16.05.2019. and the **First Party** will not go back from any clauses mentioned in this agreement from this date.

THAT THE SECOND PARTY HEREBY DECLARE AND COVENANTS WITH THE FIRST PARTY AS FOLLOWS:



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 2. A signature that appears to be "Rajm" with a "17" below it.

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 1. "N. Srinivas" (written vertically)  
 2. "Srinivas" (written vertically)  
 3. "Srinivas" (written vertically)  
 4. "Srinivas" (written vertically)

a. The **Second Party** shall also indemnify the owners against any claim action or proceeding which may be brought or taken against the **First Party** in respect of any damage caused to adjoining grounds building, electric poles etc. by the **Second Party** in performance of the work envisaged in this agreement.

b. That the **Second Party** shall act as independent party and not as agent of the **First Party** for the construction of proposed building over "ITEM NO: 1 of the "Schedule A "land.

c. That the **Second Party** shall construct the proposed building as per approved plan of the Proper Authority.

d. That the **Second Party** shall use standard quality of Building materials and fittings as is readily available in the market.

e. The **Second Party** shall supervise the construction activity and shall appoint architect, skilled or unskilled labors other experts in civil construction and



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*R Singh*  
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*Srinivas*

*M Srinivas*

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*3) Srinivas*

shall pay them remunerations and to discharge them as and when necessary.

**B: ITEM NO:1 OF SCHEDULE A:**

All that piece and parcel of RAIYATI Land situated in Mouza No: 251, Mouza: Merha Police Station: Maithon, Sub registry Office: Govindpur District: Dhanbad, appertaining to:

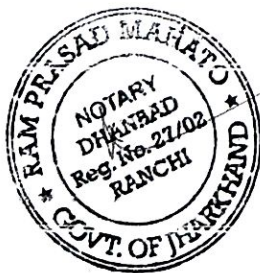
1 of 2: New Khata No: 161 corresponding to Part of New Plot No: 435 measuring an Area 14.9 Decimals (9 katha) land butted and bounded a follows:

- NORTH: Property of Smt. of Kusum Devi,
- SOUTH: Plot No. 73
- EAST: Bhagirath Prasad Plot No. 15 , 16
- WEST: Vendor's land.

Covered under Registered sale deed no 1725, dated 29.04.1995

land butted and bounded a follows:

- NORTH: Property of Smt. of Kusum Devi,



*1888*

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*in witness whereof I have signed and sealed this deed on this 19th day of April 2019 at Dhanbad in the District of Jharkhand.*

SOUTH: Plot No. 73

EAST: Bhagirath Prasad Plot No. 15 , 16

WEST: Vendor's land.

Covered under Registered sale deed no 1725, dated 29.04.1995

C:ITEM II: SCHEDULE B

Owner's Share/First Party Share

30% i.e 5 (Five) 3 BHK Flats of Super Built up area along with proportionate percentage share in car parking space and all common facility and amenities of the said proposed building with 30% proportionate share over land and roof right " ITEM No: I of Schedule :A"

D:ITEM II: SCHEDULE C

Builder Share/ Second Party Share

70% of Super Built up area along with proportionate percentage share in car parking space and all common facility and amenities of the said proposed building with



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M. Sainey (Sainey & Sainey)  
Sainey & Sainey  
Sainey & Sainey  
Sainey & Sainey

70% proportionate share over land and roof right " ITEM  
No: I of Schedule :A"

E: THE COMMON PORTION

- I. Staircases on the floors of the proposed building.
- II. Staircase and the lift landing on all floors of the proposed building.
- III. The Common paths, passage and area in the land comprised in the said premises and in the proposed building (exception expressly such area therein as are not needed or held or intended for use by any particular person) including the beams foundation and support of the proposed building.
- IV. Drive way and lobby in the basement floor and/or the ground floor of the proposed building (save except the car parking space demarcated by the developer therein and/or the open land at the said premises.
- V. Boundary walls and the main gates of the said premises.



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100) M. Srinivasan

- VI. Drainage and sewerage lines and connections.
- VII. All electrical connection, installation, wiring, meters and fitting(excluding only those that are installed within the exclusive area of any flat in the proposed building exclusively meant for it's use)
- VIII. Water pump and it's installation, pump room water reservoir, water tanks and all common installation for carriage of water (save and except only those as re within any flat and are for use by the occupier of such flat and are for use by the occupier of flat or flats exclusively) and or to and/or in respect of the proposed building.
- IX. The common darwan living room in the basement of the proposed building if any.
- X. Such other common path or area, equipments, installations, fittings and fixtures in or about the land comprised in the said premises.

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 1) M. Srinivasan  
 2) Srinivasan  
 3) Srinivasan

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5. Sanjay Prasad Srivastava  
(MR. Sanjay Prasad Srivastava)

Signature of Witnesses

1. Amar Nath Shaw  
(Sri अमर नथ शर्मा)  
9334171637

2. Pomy  
(Sri Babul Kumar)  
8862824287

RAM PRASAD MAHATO  
NOTARY  
DHANBAD



Authorised  
w/s 257 (f) (c) of the Cr PC 1973  
(Ac. No. 11 of 1974) & w/s (8) (f)  
of the notaries Act 1952  
No 58 of 1952