

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 70c9f75cab45351c83ca

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Receipt Number: 70c9f75cab45351c83ca

Receipt Date: 05-Nov-2020 01:45:26 pm

Receipt Amount: 100/mount In Words: One Hundred Rupees Only

Document Type: Agreement or Memorandum of an

Agreement

District Name : EastSinghbhum

Stamp Duty Paid By : Shree Housing Developers Pvt Ltd

Purpose of stamp duty paid : Joint Venture Agreement

First Party Name: Shree Housing Developers Pvt ltd

Second Party Name: Shree Siddhi Developers

GRN Number: 2002649181

ap paper can be verified in the jharnibandhan site through receipt number :-

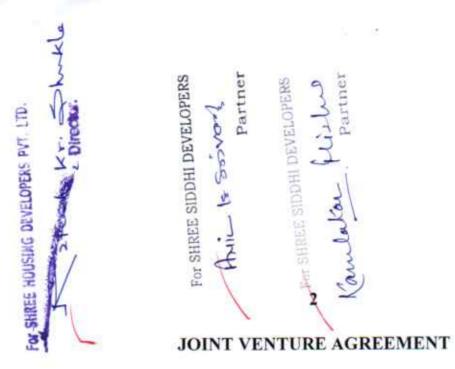


SHREE MOUSING DEVELOPERS PVT. LTD



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भूगतान के प्रमाण हेतु ही किया जा सकता है। पन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



This Joint Venture Agreement for specific project "SHREE ADITYA HERITAGE" is made on this day of 6th day of November 2020 at Jamshedpur.

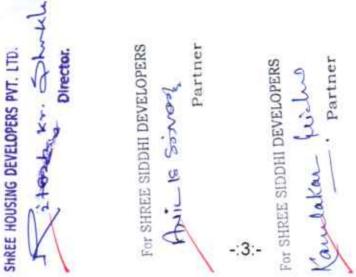
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BY AND BETWEEN

Shree Housing Developers Pvt. Ltd. a Company Incorporated under Companies Act 1956, CIN No. U70100JH2007PTC012831 (2007-2008) having its office situated at 1st Floor, Dev Das Palace, Diagonal Road, P.O&P.S: Bistupur, Jamshedpur, Dist. East-Singhbhum represented by its Director Ritesh Kumar Shukla (herein referred to as party/coventureNo.1"/"Co-Venture No.1" which "First the expression unless repugnant to the context shall mean and include its Permitted assigns). Administrators and legal heirs,

AND

Shree Siddhi Developers, a Partnership firm registered under Indian Partnership Act 1932, Regt. No. 140/2019 in the office of registrar of firms being represented through its Partners 1) Anil Kumar Srivastava, S/o Sri Ramadhar Prasad Srivastava 2) Kamlakar Mishra S/o Sri Ishta Narayan Mishra, who are authorized to represent the firm as per Deed



Ravinara Rumar, Advocate
19, Ramnagar, Cr. Rd. 2a.
20.- Sonari, Jamshedpur-83101Moh:-9234560225

of Partnership, having its office situated at Ground Floor, E/488, A-Block, Sonari, P.O & P.S Sonari, Town- Jamshedpur, District: East-Singhbhum, state- Jharkhand Pin Code- 831011.(herein referred to as the "Second Party /Co-venture No.2"/ "Co-Venture no 2" which expression unless repugnant to the context shall mean and include its legal heirs. Administrators and Permitted assigns).

WHEREAS

Shree Siddhi Developers, A Partnership firm have four partners

 Anil Kumar Srivastava 2) Bimal Kumar Srivastava both S/o Sri Ramadhar Prasad Srivastava 3) Avitosh kumar Parida S/o Sri Bhabagrahi Parida.4) Kamlakar Mishra S/o Sri Ishta Narayan Mishra but as per Deed Of Partnership the firm is to be represented through
 Anil Kumar Srivastava, S/o Sri Ramadhar Prasad 2) Kamlakar

Mishra S/o Sri Ishta Narayan Mishra,

WHEREAS

Both the parties of this agreement are engaged in construction of multistoried building after acquiring the land on agreement with land owners for development of their land.

AND



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Whereas First Party/CoventureNo.1/Co-Venture1 of this Joint Venture have entered into Registered Development agreement Bearing no. 2019/JSR/3271/BK1/2968 Dated 22/07/2019 with land owners namely-

- 1. Smt. Gayatri Mandal w/o Kokil Mandal
- Sri Bikramaditya Mandal
- 3. Mr. BholaNath Mandal
- 4. Pratima Mandal D/o Late Kokil Mandal
- 5. Lakhi Pada Mandal

All resident of Old Sonari, Road no. 5 (Extn.) P.O & P.S Sonari, town Jamshedpur, District East Singhbhum, State of Jharkhand, Pin Code 831011 for their land measuring an area 34581.11 sq. ft. or 79.24 Decimals situated at Mouza Sonari, Thana No. 1156, under R S Plot No. 21, R S Khata No. 4, Corresponding to New plot Nos. 632 under New Khata No. 114, survey ward No.1 JNAC, town Jamshedpur, P.S Sonari, Town Jamshedpur, District East Singhbhum more fully described in Schedule A below. for which above named land owners have also executed General Power Of Attorney bearing GPA no. 2019/JSR/3218/BK4/242 dated 23/07/2019.

AND



Whereas the Second Party /Co venture No.2/Co-venture No. 2 of this Joint Venture have also entered into Registered Development Agreement bearing no. 2019/JSR/663/BKI/609 dated 13/02/2019 with land owners namely-

Mr. Kalipada Mandal S/o Late Aditya Mandal

Resident of Old Sonari, Road no.5 (Extn.) P.O & P.S Sonari, town Jamshedpur, District East Singhbhum, State of Jharkhand, Pin Code 831011 for his land measuring an area17, 234 Sq. Ft. or 39.53 Decimals or 23 kathas situated at Mouza Sonari, Thana No. 1156, under R S Plot No. 21, R S Khata No. 4, Corresponding to New plot Nos. 632(P) & 507 under New Khata No. 113, and survey ward no.1 JNAC, town Jamshedpur, P.S Sonari, Town Jamshedpur, District East Singhbhum more fully described in Schedule B below.

For which above named land owners have also executed General Power Of Attorney bearing GPA No. 2019/JSR/756/BK4/64 dated 20/02/2019.

AND

whereas the lands described in Schedule A and B below are situated adjacent to each other hence it was found prudent to develop common facility for both the lands jointly with common fund in the ratio of 2:1 respectively by First Party/Co-ventureNo.1 and Second Party /Co-

For SHREE SIDDHI DEVELOPERS

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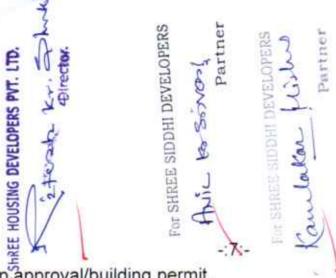
venture No.2 and further the construction work to be under taken by both the parties separately i.e. by First party/Co-ventureNo.1 for and over Schedule A land investing their own and separate fund and thereafter also separately making allotment of constructed area to their land owners namely Smt. Gayatri Mandal w/o Kokil Mandal and others. And also sell the developer allocation portion of building to the prospective buyer as per Development agreement. Similarly Second Party/Co-venture No.2 will do the construction work for and over fund by investing their own land and thereafter allotment of share to land owners namely Mr. Kalipada Mandal S/o Late Aditya Mandal And also sell the remaining portion of building developer allocation as per Development Agreement on Schedule B land to the prospective buyer hence this Joint Venture for specific project is being entered between the parties.

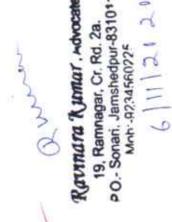
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Whereas with a view to avoid future complication and ambiguity it has been decided to reduce the terms and condition of this Joint Ventureagreement for specific project into writing.

NOW THIS JOINT VENTUREAGREEMENT FOR WITNESSETH AS FOLLOWS:

 That it has been decided between the parties that common work which means and include:





- Map approval/building permit.
- RERA registration.
- · Statutory clearance from all government/ Semi-government and Local authority.
- · Electric connections/Transformer room including Switch room with all equipments.
- Water connections, Underground water storage tank.
- Community Hall
- · Walking track over roof of all three block to be constructed on all Schedule A and Schedule B land.
- Security room
- Main Gate
- Construction of pending boundary wall.
- Rain Water Harvesting
- · Site development including Internal road construction, Drainage, Sewerage including STP (sewerage treatment plant), Street Light, Fire brigade Clearance etc
- And any other work may be included later on with mutual consent of both the parties.

Will be obtained Jointly and cost involved in above facility and infrastructure development will be shared between Parties in ration of 2:1 i.e. First party/Co VentureNo.1 (66.66%) and Second Party /Co 2020 entureNo.2 (33.33%).

2. That Both Parties undertake to maintain clear book of accounts for common expenses and invest money promptly to avoid delay in

For SHREE SIDDHI DEVELOPERS

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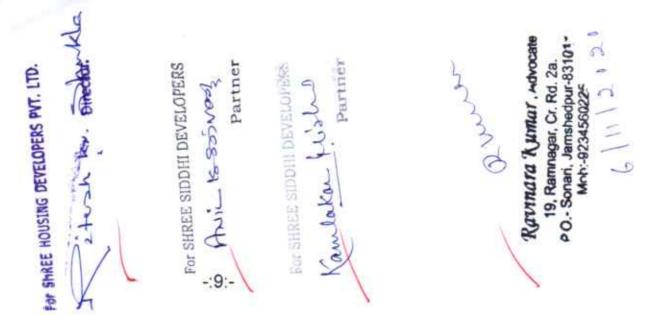
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Project. The book of account will be kept at site office which can be inspected by either party.

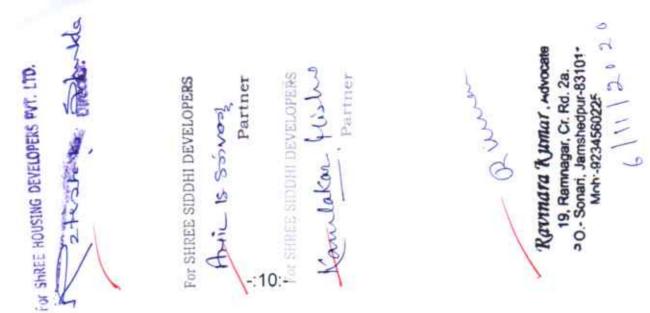
- That Both Parties undertake to share all important information in respect of this Contractual Joint Venture.
- That no party to this agreement will be permitted to withdraw from this Contractual joint venture for specific project till the completion of this specific project.
- That all the expenses for this Joint Venture Project will be made after due deliberation between parties and taking approval of each other.
- 6. That after taking clearance from all Government/Semi Government and Local Authority both the Parties will earmark their share of land in approved map as Schedule A land and Schedule B land respectively. Both parties will share the master file of the land or any other document related to the project "Shree Aditya Heritage" with each other.

7. That this Joint Venture will be represented by both the parties jointly.

8. That the liabilities arising out of this Joint venture shall be borne by both the parties in the ration of 2:1, but however, they will be severally 2020 liable for any liability arising out of their respective scope of construction of multistoried building on Schedule A or Schedule B land separately.



- That after earmark of their respective portion in approved map by authority the construction work will be undertaken by First Party/Co ventureNo.1 on Schedule A land and Second Party /Co venture No.2 on Schedule B land respectively.
- 10. That for Booking purpose both party will be entitled to maintain and operate separate Account respectively and for common expense they will pay in the ration of 2:1.
- 11. That both the parties will stick to the Development Agreement executed with their respective land owners and after handing over land owners share they will independently sell the remaining portion of constructed area on their respective land.
- 12. That both the parties undertake that they will be jointly and severally responsible for observation of statutory conditions imposed by Government/Semi Government Authority/local authority.
 - 3. That both the parties will be jointly and severally responsible for observation of RERA condition and further they undertake to construct the building in their respective portion of land strictly in accordance of approved building permit and map and shall further ensure the compliance of fire brigade instructions and any other government regulation coming in force from time to time.
- 14. That both the parties will ensure that after completion of project owner association/society is formed in accordance with RERA Act.

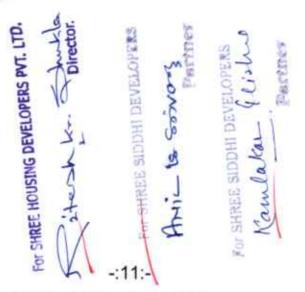


- 15. That incase of any dispute the Matter will be referred to the sole Arbitrator Sri R.N.Rai Retired Principal District Judge for arbitration and arbitration procedure shall be guided in accordance with Indian Arbitration and Conciliation Act 1996 and venue of the Arbitration will be Jamshedpur.
- 16. That this contractual joint venture for specific project shall be automatically terminated after completion of this Joint venture.
- That territorial Jurisdiction of the agreement shall be Jamshedpur Civil Court.
- 18. That both the parties sign this agreement voluntarily without any external pressure and this agreement shall be enforceable in court of law.

 That the term & condition of the Agreement may be modified with the mutual consent of the Co-ventures.

Schedule A

at Mouza Sonari, Thana No. 1156, under R S Plot No. 21, R S Khata No. 4, Corresponding to New plot Nos. 632 under New Khata No. 113, Survey Ward No.1 JNAC, town Jamshedpur, P.S Sonari, Town Jamshedpur, District East Singhbhum which is bounded as follows-



North by: Kali Pada Mandal and Niz.

South by: Approach Road Pearl View

East by: Orchid Flat

West by: Satyam Enclave

Schedule B

Land measuring an area 17, 234 Sq. Ft. or 39.53 Decimals or 23 kathas situated at Mouza Sonari, Thana No. 1156, Under R S Plot No. 21, R S Khata No. 4, Corresponding to New plot Nos. 632(P) & 507 under New Khata No. 113, and Survey ward no.1 JNAC, town Jamshedpur, P.S Sonari, Town Jamshedpur, District East Singhbhum.

North by: New Plot no. 6137

South by: Portion of New plot No. 632(Lakhi Pada Mandal)

East by: Road

West by: New Plot no. 6317& 515

IN WITNESS WHERE Of, the parties hereto set and subscribe their respective hands and have signed this agreement in token of their acceptance with their own free will and without any Undue Influence and Coercion on the day month and year first above written.

Witnesses

1. Gayatri Mandal

2. Sri Bikramaditya Mandal

Bhola North Mandal 3. Mr Bholanath Mandal

Pratima Mandal

4. Pratima Mandal

For SHREE HOUSING DEVELOPERS PVT. LTD.

Signature of First party/Co-venture No.1

For SHREE SIDDHI DEVELOPERS

Avil & Sowood

For SHREE SIDDHI DEVELOPERS

Kamlakar flished

Signature of Second Party/Co-venture No.2

Joh hipada Mondal

Kali pada Mandal

6. Kalipada Mandal

Attested the signatures of the Executant/Executants, who Signed Put L.T.I., in my Presence of Sri. Advocate

District Court, Jamsnedpur and also Identified by him.

E.Singhbhum

Ravmara Kumar, Advocate 19, Ramnagar, Cr. Rd. 2a. #O.- Sonari, Jamshedpur-83101-

Mnh: 923456022F