

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: c3cac1e5bebebc555c65

Receipt Date: 01-Feb-2023 07:36:53 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Agreement or Memorandum of an

Agreement

District Name: EastSinghbhum

Stamp Duty Paid By: SHREE SIDDHI DEVELOPERS

Purpose of stamp duty paid : JOINT VENTURE AGREEMENT First Party Name: SHREE HOUSING DEVELOPERS PRIV

LIMITED

Second Party Name: SHREE SIDDHI DEVELOPERS

GRN Number: 2315544711

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

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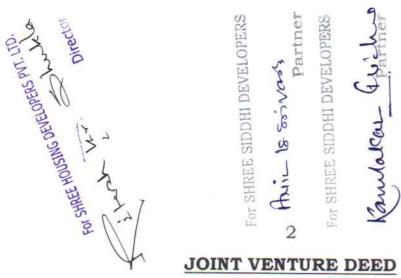


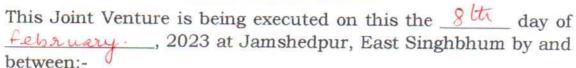
This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: 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।

FOR SHREE HOUSING DEVELOPERS PVT. LTC

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Shree Housing Developers Pvt. Ltd. a Company Incorporated Companies Act 1956. CIN U70100JH2007PTC0128312007-2008 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, by Religion Hindu, by Caste Brahmin, by Occupation Business, by Nationality Indian, R/o M.I.G. 64, P.S. R.I.T., Adityapur 2, P.O. Adityapur, Dist-Seraikella Kharsawan, State of Jharkhand, Pin-831013 (herein referred to as the "FIRST VENTURER/FIRST PARTY" which expression unless repugnant to the context shall mean and include its legal heirs, Administrators, Permitted assigns, Transferees).

AND

Shree Siddhi Developers, a Partnership Firm registered under Indian Partnership Act 1932, Regt. No. 140/2019 in the office of Registrar of Firms, Jharkhand being represented through its Partner 1) Shri Anil Kumar Srivatava S/o Shri Ramadhar Prasad 2) Shri Kamlakar Mishra S/o Shri Ishta Narayan Mishra, who is one of the Partners authorized to represent the Partnership Firm as per the Partnership Deed though there are in total four number of Partners in the Partnership Firm 1) Shri Anil Kumar Srivastava, 2) Bimal Kumar Srivastava both S/o Shri Ramadhar Prasad Srivastava 3) Shri Avitosh kumar Parida S/o Shri Bhabagrahi Parida 4. Shri Kamlakar Mishra S/o Shri Ishta



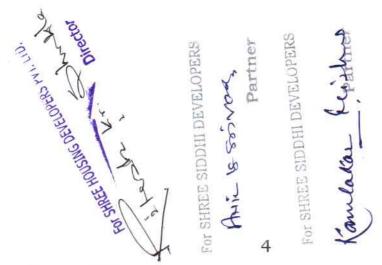
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Narayan Mishra, having its office situated at Ground Floor, E/488, A- Block, Sonari, P.O & P.S Sonari, Town- Jamshedpur, District: East- Singhbhum, State- Jharkhand Pin Code- 831011. (herein referred to as the "SECOND PARTY/SECOND VENTURER" which expression unless repugnant to the context shall mean and include its legal heirs, Administrators, Permitted assigns, Transferees).

WHEREAS both the Venturers to this Deed are engaged in construction of multistoried building after acquiring the land on agreement with land owners for development of their land.

AND WHEREAS the FIRST VENTURER/FIRST PARTY has entered into a 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, 2) Shri Bikramaditya Mandal 3) Mr. BholaNath Mandal 4) Pratima Mandal D/o Late Kokil Mandal 5) Lakhi Pado 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 the development of 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.

AND WHEREAS the SECOND PARTY/SECOND VENTURER 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



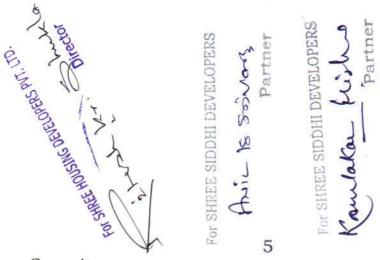


Late Aditya Mandal, Resident of Old Sonari, Road no.5 (Extn.) P.O & P.S Sonari, town Jamshedpur, District East Singhbhum, State of Jharkhand, Pin Code 831011 for development of his land measuring an area 17, 234 Sq. Ft. or 39.53 Decimals or 23 kathas situated at Mouza Sonari, Thana No. 1156, under R. 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 more fully described in Schedule B below.

AND WHEREAS since both the pieces and parcels of land as more fully described in Schedule A and Schedule B are contiguous to each other so for providing better amenities to the residents of the Society, both the Co-Venturers have decided to come together by putting together their experience, resources and time and form this Joint Venture.

AND WHEREAS both the Co-Venturers in the light of the above stated objective had already entered into a Notarised Joint Venture dated 06/11/2020 at Jamshedpur followed by another Supplementary Joint Venture dated 06/11/2020 at Jamshedpur for certain specific purposes which are as follows: -

- · Map approval/building permit.
- RERA registration.
- Statutory clearance from all government/ Semi-government and Local authority.
- Electric connections/Transformer room including Switch room.
- 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 Treatment zone, Street Light, Fire brigade Clearance etc
- And any other work may be included later on with mutual consent of both the parties.

AND WHEREAS the entire cost involved in the development of the above stated common facility will be shared between FIRST VENTURER and the SECOND VENTURER in the ratio of 2:1 i.e. FIRST PARTY/FIRST VENTURER shall bear 66.66% and SECOND PARTY/SECOND VENTURER shall bear 33.33%.

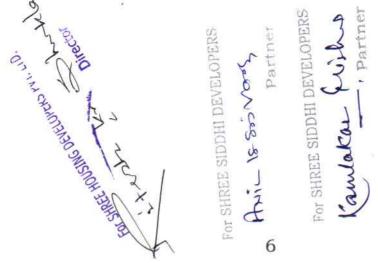
AND WHEREAS now Jamshedpur Notified Area Committee has already granted Building Permit bearing No. JNAC/AH/0052/W1/2021 dated 25/04/2022 in favour of Ritesh Kumar Shukla, Director of Shree Housing Developers Pvt Ltd Kamlakar Mishra and Anil Kumar Srivastava Partner of Shree Sidhi Developers for construction of Block A, Block B and Block C consisting of various Residential Apartments.

AND WHEREAS the Jamshedpur Notified Area Committee has also approved the Map for construction of three separate Blocks i.e., Block A, Block B and Block C consisting of several Residential Apartments to be sold to various prospective buyers *vide* its Number JNAC/AH/0052/W1/2021 dated 25/04/2022.

AND WHEREAS now both the Venturers have decided to commence the process for RERA Registration.

AND WHEREAS now both the Venturers have decided to Constitute this Joint Venture with the objective of achieving the purposes as set out in the Joint Venture dated 06/11/2020

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entered into between the Parties/Venturers in Jamshedpur followed with the Supplementary Joint Venture dated 06/11/2020 entered at Jamshedpur and clarify their right, interests, liability, mode and manner of working and other related terms and conditions with respect to achieving the objects as set out in the Joint Venture dated 06/11/2020 entered into between the Parties/Venturers followed with Supplementary Joint Venture dated 06/11/2020 entered into between the Parties at Jamshedpur, East Singhbhum.

AND WHEREAS NOW THE CONSTITUTION OF THIS JOINT VENTURE WITNESSETH AS FOLLOWS: -

NAME CLAUSE: -

1) That this Joint Venture shall be known in the name and style of "SHREE HOUSING DEVELOPERS AND SHREE SIDDHI DEVELOPERS".

ADDRESS CLAUSE: -

2) That the Registered Address of this Joint Venture will be Shree Aditya Heritage, 7th Extension Road, Dalma View Coloney, Old Sonari, P.O. & P.S. Sonari, Jamshedpur, Jharkhand, Pin Code 831011.

CAPITAL CLAUSE: -

3) That the Capital of this Joint Venture shall be according to expenses against development of project and 66.67% thereof shall be payable by the FIRST VENTURER/FIRST PARTY and the rest 33.33% shall be payable by the SECOND VENTURER/SECOND PARTY.

CONSTRUCTION CLAUSE: -

4) That the FIRST VENTURER/FIRST PARTY shall take the responsibility to construct Block A and Block B of the

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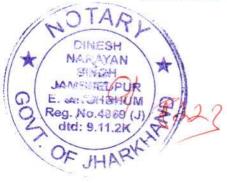
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Residential Apartments as per their Registered Development Agreement bearing No: - 2019/JSR/3271/BK1/2968 dated 22/07/2019 executed with the Land Owners and Registered at District Sub Registry Office at Jamshedpur and as more fully described above.

- 5) That the SECOND VENTURER/SECOND PARTY shall take the responsibility to construct Block C of the Residential Apartments as per their Registered Development Agreement bearing No:- 2019/JSR/663/BKI/609 dated 13/02/2019 executed with the Land Owners and Registered at District Sub Registry Office at Jamshedpur and as more fully described above.
- 6) That both the PARTIES/VENTURERS shall adhere to the Building Permit bearing No. JNAC/AH/0052/W1/2021 dated 25/04/2022 issued by the Jamshedpur Notified Area Committee (J.N.A.C.) in favour of Ritesh Kumar Shukla, Director of Shree Housing Developers Pvt Ltd Kamlakar Mishra and Anil Kumar Srivastava Partners of Shree Siddhi Developers and also the Map approved for construction of the Three Blocks consisting of Block A. Block B and Block C of "Shree Aditya Heritage" bearing No. JNAC/AH/0052/W1/2021 dated 25/04/2022 issued in favour of Ritesh Kumar Shukla, Director of Shree Housing Developers Private Limited Kamlakar Mishra Anil Kumar Srivastava Partner of Shree Sidhi Developers.

TAXATION CLAUSE: -

7) That the Joint Venture shall be liable to comply with all the liability that arises out of various taxes, for instance G.S.T. and other taxes as applicable on it.



FOR SHREE SIDDHI DEVELOPERS

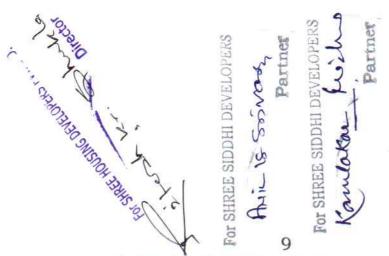


- 8) That the FIRST VENTURER shall be liable to bear the liability of G.S.T. and all other taxes for Block A and Block B of the Residential Apartments as per the terms and conditions as set out in the Registered Development Agreement bearing No. 2019/JSR/3271/BK1/2968 dated 22/07/2019 registered at District Sub Registry Office at Jamshedpur and the tax and other related liability of the FIRST VENTURER/FIRST PARTY shall not devolve on the SECOND VENTURER/SECOND PARTY and the SECOND VENTURER/SECOND PARTY shall not be liable in any manner whatsoever to pay the tax liability and other related liability falling on the FIRST VENTURER/FIRST PARTY.
- 9) That the SECOND VENTURER shall be liable to pay the G.S.T. and all other taxes for Block C of the Residential Apartments as per the terms and conditions as set out in the Registered Development Agreement bearing 2019/JSR/663/BKI/609 dated 13/02/2019 registered at District Sub Registry Office at Jamshedpur and the tax and other related liability of the SECOND VENTURER/SECOND PARTY shall not devolve on the FIRST VENTURER/FIRST PARTY and the FIRST VENTURER/FIRST PARTY shall not be liable in any manner whatsoever to pay the tax liability and liability related falling on the SECOND VENTURER/SECOND PARTY.

BANK ACCOUNT CLAUSE: -

10)That there shall be a Separate Bank Account for this Joint Venture and all the money received by both the Venturers on sale of the Residential Apartments constructed by them as per the terms and conditions of their Development Agreement as stated above shall be received by them in this Bank Account and the expenditure to be incurred in the

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progress of the developmental activities undertaken by the Joint Venture shall be taken out of this Bank Account.

- 11)That there shall be a separate Capital Account of the Joint Venture wherein all the money deposited by both the Venturers in the form of Capital shall be kept.
- 12) That the Bank Account of the Joint Venture shall be operated only with the joint signature of both the Venturers/Parties (Shri Ritesh Kumar Shukla on behalf of FIRST PARTY/FIRST VENTURER and any one from Shri Anil Kumar Srivastava or Shri Kamlakar Mishra on behalf of SECOND PARTY/SECOND VENTURER).

COPIES OF DEED OF JOINT VENTURE

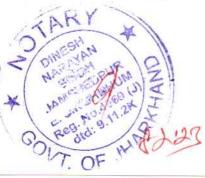
13) This Deed of Joint Venture shall be executed in a set of two and each of the Venturers/Parties shall retain one original copy of this Joint Venture Deed for future reference and purposes.

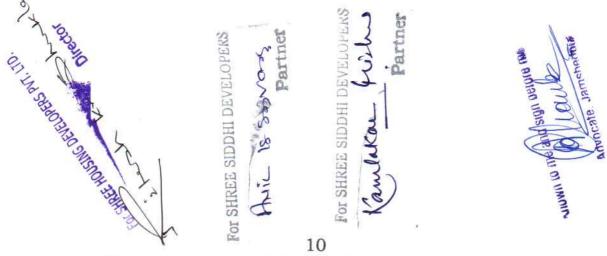
IDENTIFICATION OF THIS JOINT VENTURE CLAUSE.

14) That this Joint Venture shall have a separate and independent Goods & Services Tax Number and Permanent Account Number which shall be used solely for the purposes of the activities carried on by this Joint Venture.

SCOPE OF ACTIVITIES OF THIS JOINT VENTURE CLAUSE.

- 15) That this Joint Venture has been constituted only for this particular business/purpose of: -
 - Map approval/building permit.
 - RERA registration.
 - Statutory clearance from all government/Semigovernment and Local authority.





- Electric connections/Transformer room including Switch room.
- 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 Treatment zone, Street Light, Fire brigade Clearance etc.

Construction of Block A, Block B and Block C of "SHREE ADITYA HERITAGE" as per the Map approved by the J.N.A.C., Jamshedpur. However, construction of Block A and Block B of the "SHREE ADITYA HERITAGE", shall also be strictly as per the terms and conditions of the Registered Development Agreement bearing 2019/JSR/3271/BK1/2968 dated 22/07/2019 registered at District Sub Registry Office at Jamshedpur construction of Block C of the "SHREE ADITYA HERITAGE" shall also be per as the Registered Development Agreement bearing No. 2019/JSR/663/BKI/609 dated 13/02/2019 registered at District Sub Registry Office at Jamshedpur and the same shall not be regulated as per the terms and conditions of this Joint Venture.

• And any other work may be included later on with mutual consent of both the parties.





That upon conclusion of the above stated objectives this Joint Venture shall cease to exist save and except for any formality that would be required to be completed as per the law applicable thereon.

BUYERS AGREEMENT/SALE DEED CLAUSE

- 16) That the Buyers shall enter into a Buyers Agreement with this Joint Venture.
- 17) That, however, for any Buyer pertaining to Block A and Block B it is only the FIRST PARTY/FIRST VENTURER who shall execute the Buyers Agreement with the Buyer on behalf of the Joint Venture and the SECOND PARTY/SECOND VENTURER shall have no role to play in that and be also exempt from any sort of liability arising out of such Buyers Agreement and this clause shall be specifically inserted in that Buyers Agreement.
- 18) That, however, for any Buyer pertaining to Block C it is only the SECOND PARTY/SECOND VENTURER who shall execute the Buyers Agreement with the Buyer on behalf of the Joint Venture and the FIRST PARTY/FIRST VENTURER shall have no role to play in that and be also exempt from any sort of liability arising out of such Buyers Agreement and this clause shall be specifically inserted in that Buyers Agreement.

RIGHT TO INSPECTION CLAUSE: -

19)Each of the Parties/Venturers has the right to inspect Books of Account and all other Documents that are created in furtherance of this Joint Venture and also have a right to get a copy thereof.

DISPUTE RESOLUTION CLAUSE: -

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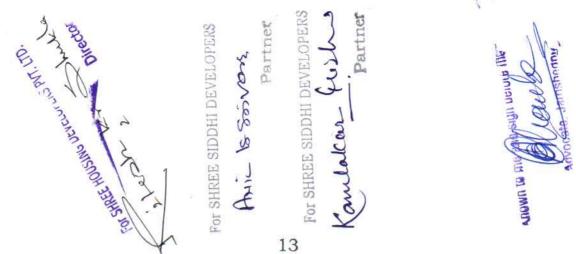
- 20) That any dispute or difference arising out of or in relation to this Joint Venture Deed shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it shall be referred for Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 21) That the Courts at Jamshedpur, East Singhbhum, Jharkhand shall have the exclusive jurisdiction to try any case arising out of any dispute or difference between the **Parties/Venturers**.

GOVERNING LAW CLAUSE: -

22) That the law governing any disputes arising between the Parties/Venturers to this Deed/Agreement shall be governed exclusively by the law applicable in the State of Jharkhand.

NOVATION & ALTERATION CLAUSE: -

- 23)That this Joint Venture Agreement/Deed shall substitute the Joint Venture Agreement/Deed between the Parties/Venturers to this Deed on 06/11/2020 at Jamshedpur.
- 24)That, however, the Supplementary Joint Venture dated 06/11/2020 executed at Jamshedpur between the Parties/Venturers shall stand to exist and be read along with this Joint Venture Agreement/Deed and be considered to be a part and parcel of this Joint Venture Agreement/Deed.
- 25)That, however, the Venturers/Parties shall be at liberty to execute any further Agreement/Deed adding, repealing amending or varying the terms and conditions as set out in this Joint Venture Agreement/Deed.



26)That, however, the Venturers/Parties shall also be at liberty to create any further Agreement/Deed relatable to this Joint Venture Agreement/Deed and the same shall be read as part and parcel thereof.

RATIFICATION CLAUSE: -

27)That both the Parties/Venturers to this Joint Venture Agreement/Deed hereby agree to unequivocally ratify/adopt any act done by the Venturers/Parties to this Joint Venture Agreement/Deed in furtherance of the Joint Venture Agreement dated 06/11/2020 executed at Jamshedpur followed by another Supplementary Joint Venture Agreement executed on 06/11/2020 at Jamshedpur as having been done in pursuance to this Joint Venture Agreement/Deed.

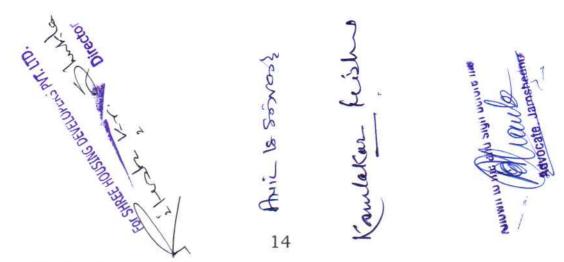
MEETING CLAUSE: -

28) That both the Parties/Venturers shall meet at least once in a month at the Registered Office of the Joint Venture with prior intimation to both the Parties/Venturers.

29) That both the Parties/Venturers may also call meeting by sending prior notice to the other Party/Venturer and the other Party/Venturer shall attend the meeting accordingly, however, the date and time of meeting shall always be mutually decided between the Parties/Venturers.

NON DISCLOSURE CLAUSE: -

30)That all information acquired by any Party from the other Party shall be treated as confidential by the recipient and shall not be used other than for the purpose contemplated by this Joint Venture without the consent from the Party/Venturer providing the information.



MANAGEMENT CLAUSE: -

31)That day-to-day management with respect to the activities of this Joint Venture shall be the responsibility of both the Parties/Venturers, however, both the Venturers/Parties shall not be allowed to interfere in any manner in the activities undertaken by the other Party/Venturer apart from any activity that falls within the scope of activities of this Joint Venture Agreement/Deed.

AUDIT CLAUSE: -

32) That both the Parties/Venturers hereby undertake that they shall get the Books of Account of the Joint Venture audited every year as per the applicable law.

PROFIT & LOSS CLAUSE: -

- 33)That the Profits of the Joint Venture shall be distributed amongst the Venturers/Parties in a manner wherein the receipts and expenditure Block Wise shall be calculated Block Wise and the share of Profit attributable to Block A and Block B shall go to the First Party/First Venturer and the share of Profit attributable to Block C shall go the Second Party/Second Venturer.
- 34)That in case of loss the First Party/First Venturer shall bear 66.3% and the Second Party/Second Venturer shall bear 33.7% of the total loss.

SCHEDULE A

Land measuring an area 34581.11 sq. ft. or 79.24 Decimals situated at MouzaSonari, 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 which is bounded as follows-

North by: Kali Pada Mandal and Niz. South by: Approach Road Pearl View.

East by: Orchid.

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 and Road

East by: New Plot no. 6548 & 506

West by: New Plot no. 6317& 515

IN WITNESS WHERE OF, the Parties/Venturers hereto set and subscribe their respective hands and have signed this Deed of Joint Venture 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.



For SHREE HOUSING DEVELOPERS PVT. LTD.

Director

WITNESS

1 Biblubi ka Rathard Sto Nelam Rathard Icchafur gurda Para RIT Adityapur (2)

FIRST VENTURER/FIRST PARTY

For SHREE SIDDHI DEVELOPERS

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2 Anand Kymar Agarwal
Bubular Agarwal
J. N. Palace
N. H. 18 Near PowraGrafsille

For SHREE SIDDHI DEVELOPERS

SECOND VENTURER/SECOND PARTY

