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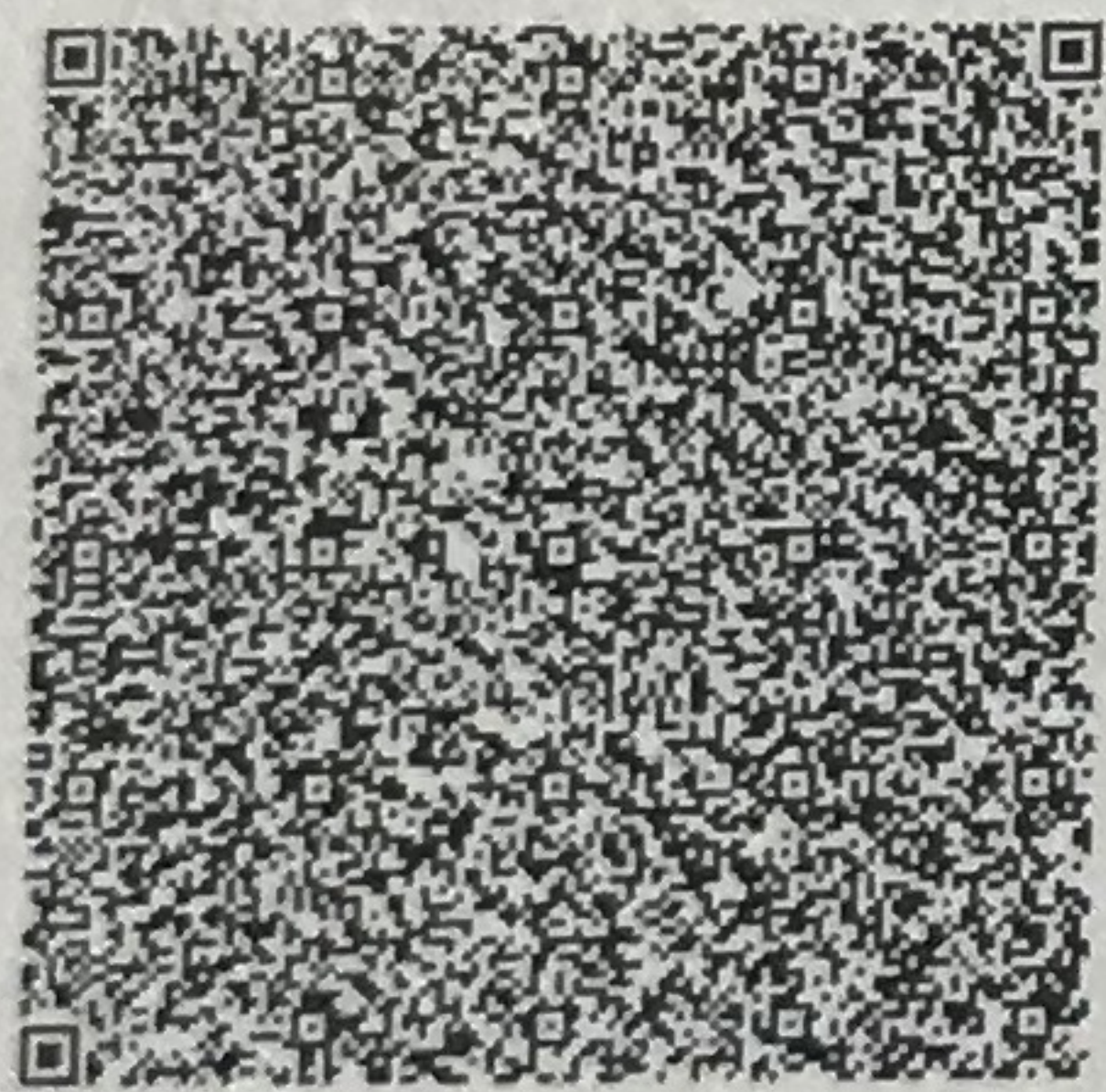
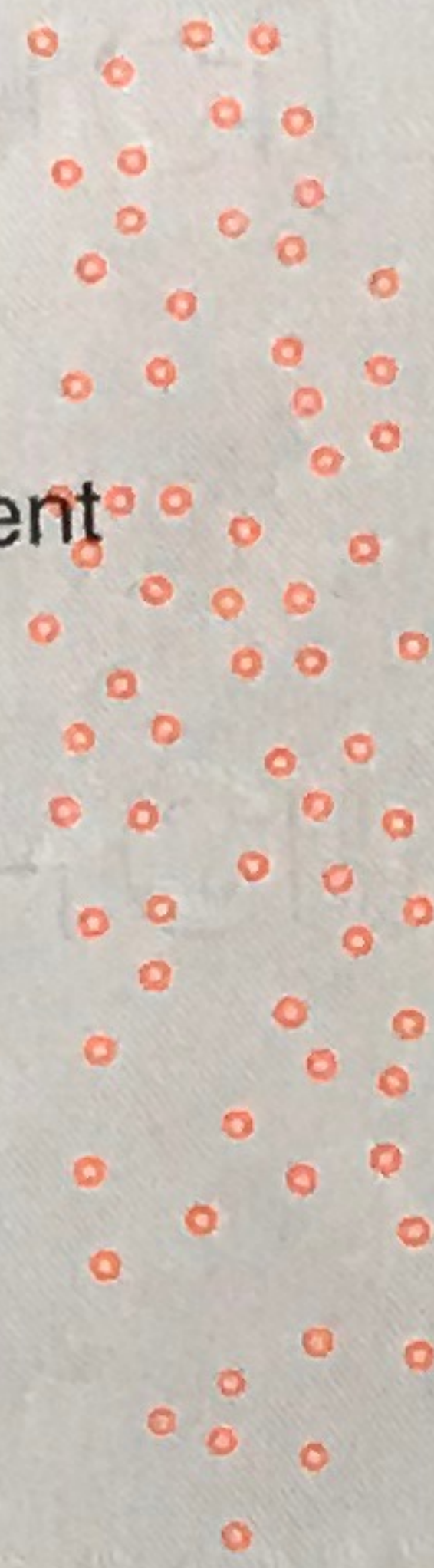


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INDIA NON JUDICIAL Government of Jharkhand

e-Stamp

Certificate No.	: IN-JH11293614718175Q
Certificate Issued Date	: 21-Aug-2018 06:58 PM
Account Reference	: SHCIL (FI)/ jhshcil01/ BISTUPUR/ JH-ES
Unique Doc. Reference	: SUBIN-JHJHSHCIL0115367822745318Q
Purchased by	: E STAMP
Description of Document	: Article 5 Agreement or memorandum of an Agreement
Property Description	: DEVELOPMENT AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ARBIND KUMAR SINGH
Second Party	: SAMAY HOMES PVT LTD
Stamp Duty Paid By	: SAMAY HOMES PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Arbind Singh
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11.9.2018

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sncilestamp.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.

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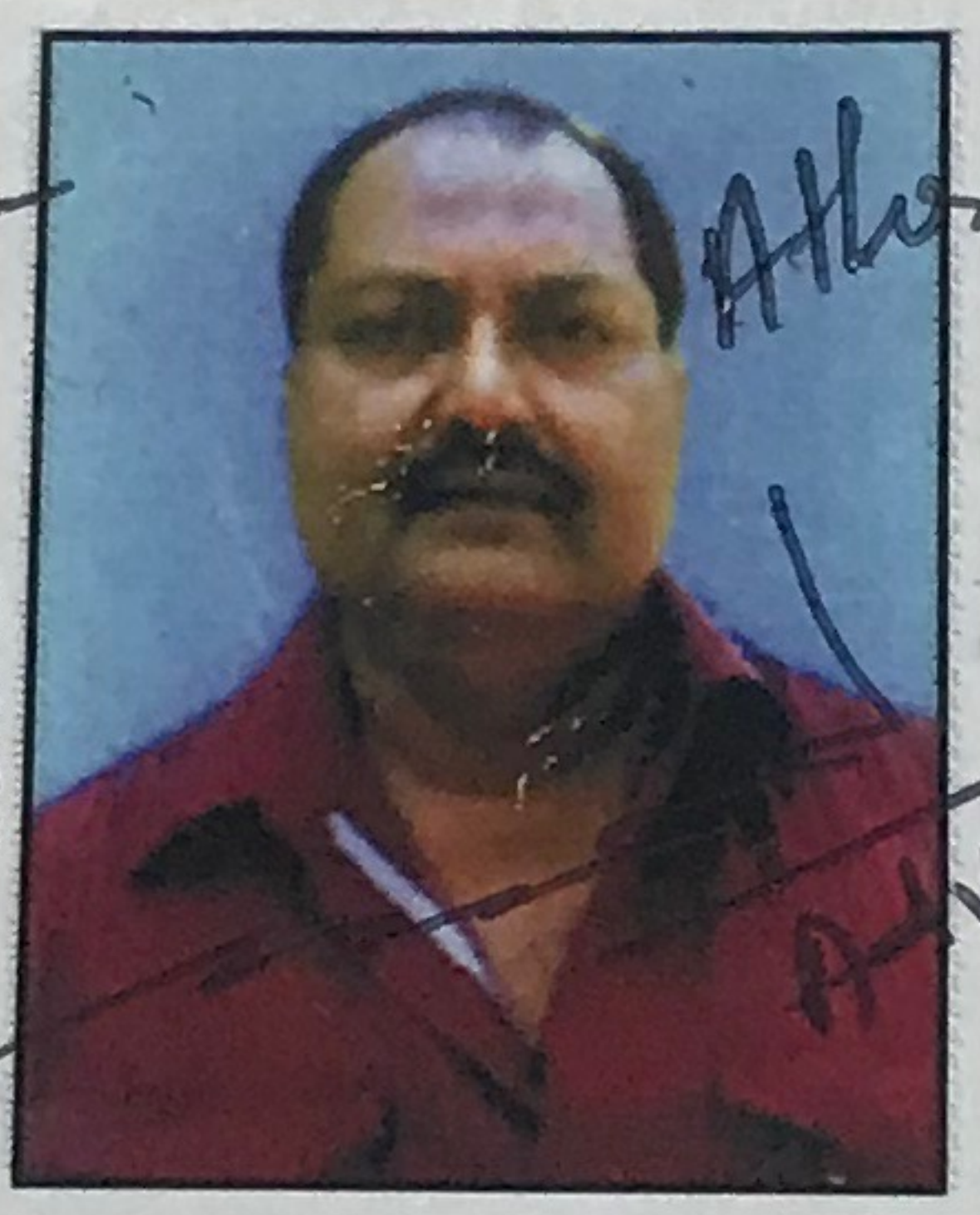
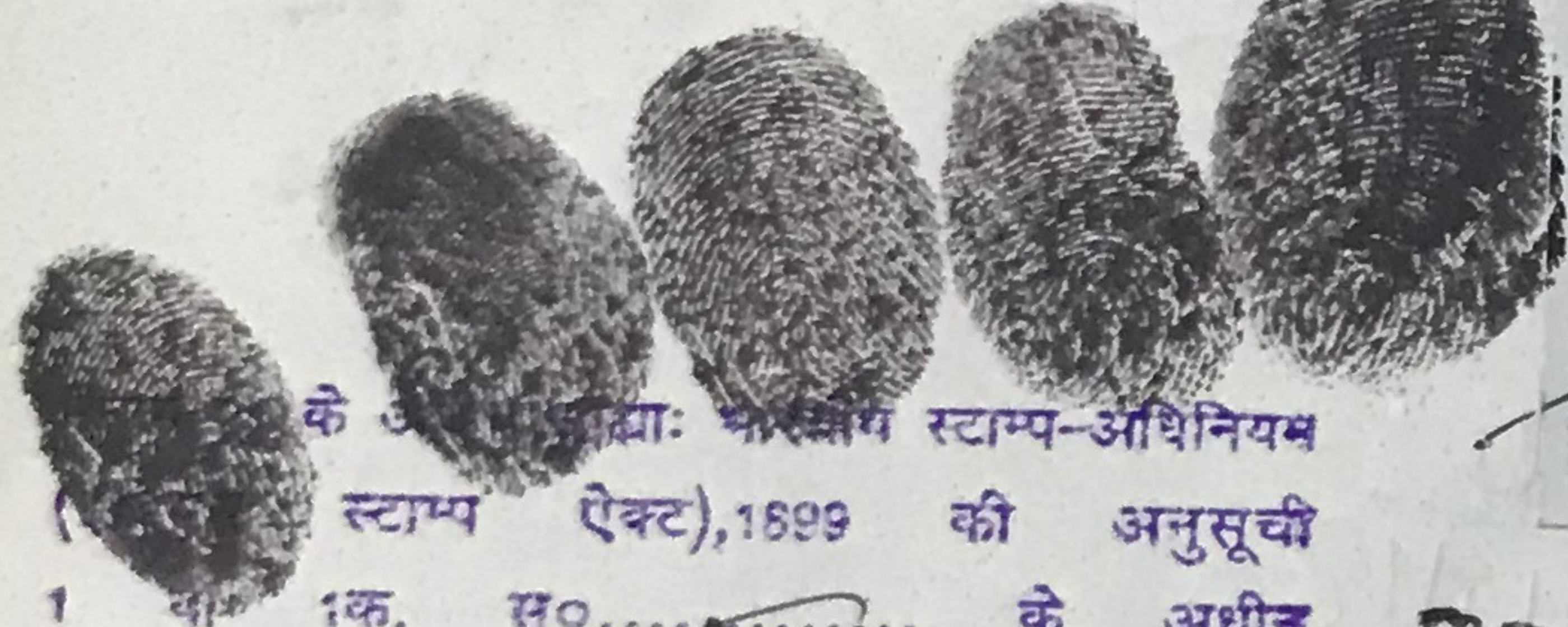
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जिला अवर निबन्धक

उपस्थापित दस्तावेज में लेख्यकारी / प्रिंसिपल
जाति के अज्ञात अंकित की गई हैं।
छोटानागपुर कारशकारी अधिनियम 1906
की धारा 46(B) के अन्तर्गत नहीं है।



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स्टाम्प ऐक्ट), 1899 की अनुसूची
1 के अधीन
यथावत् स्टाम-सहित (या स्टाम्प-शुल्क
से विमुक्त या स्टाम्प-शुल्क अपेक्षित नहीं)।

अरवि-3 कुमार सिंह
11-9-2018

Mipal
निबन्धन-पदाधिकारी

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this 11th day of September, 2018 at Jamshedpur :

BETWEEN

- 1) SRI ARBIND KUMAR SINGH (PAN: ALFPS8605M UID No. 9541 0897 1657) Son of Late Uma Shankar Singh, by occupation Business, 2) SMT. JYOTSNA SINGH (PAN: HGGPS6504G, UID No: 5971 4361 6996), Wife of Late Shailendra Singh, by occupation Housewife, 3) SRI AKSHAY KUMAR SINGH (PAN: IPWPS2022K UID No: 6298 0912 4318), son of Late Shailendra Singh

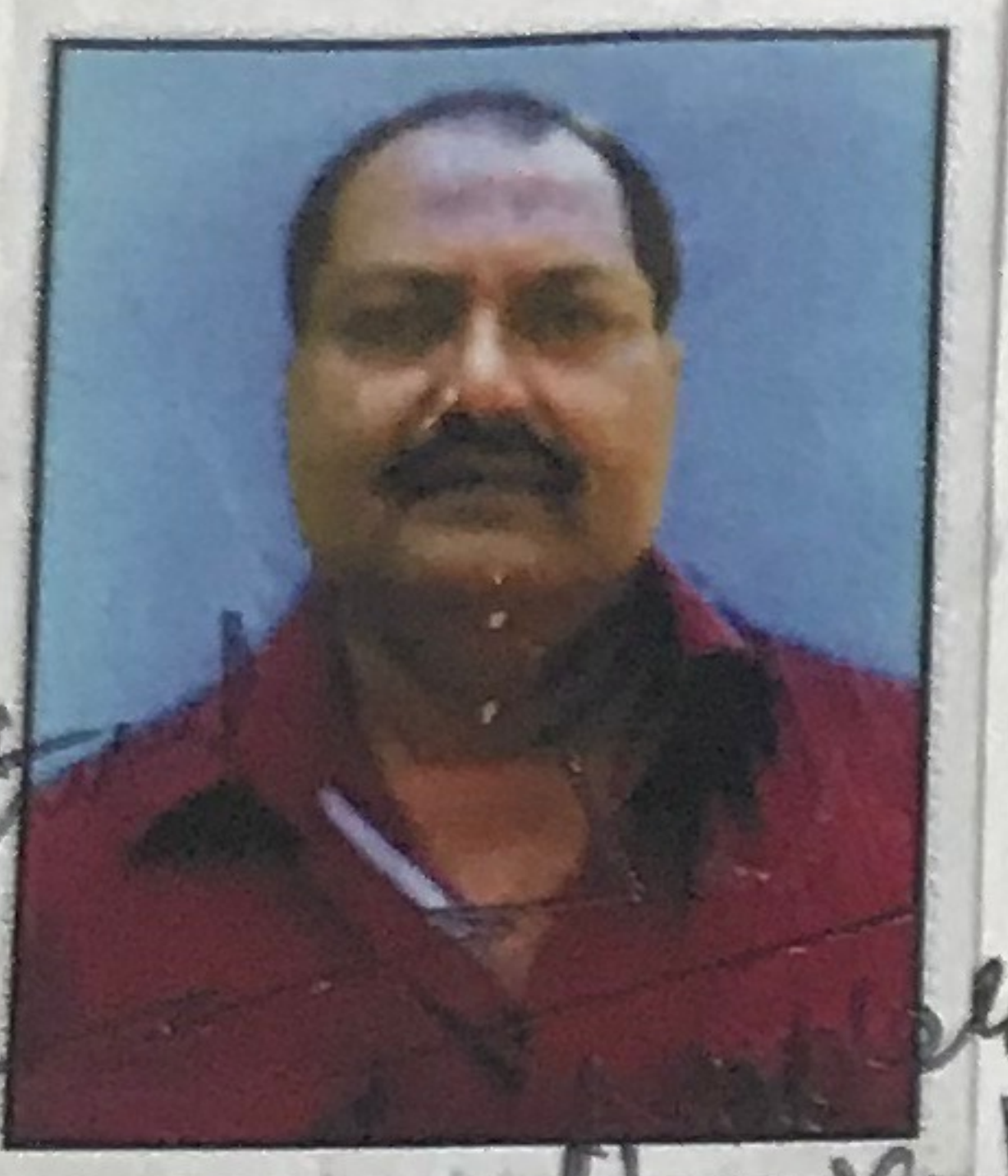
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 दिनांक: 11/9/18
 समय: 10:00
 अधिकारी: अनिर-य अनिर-य
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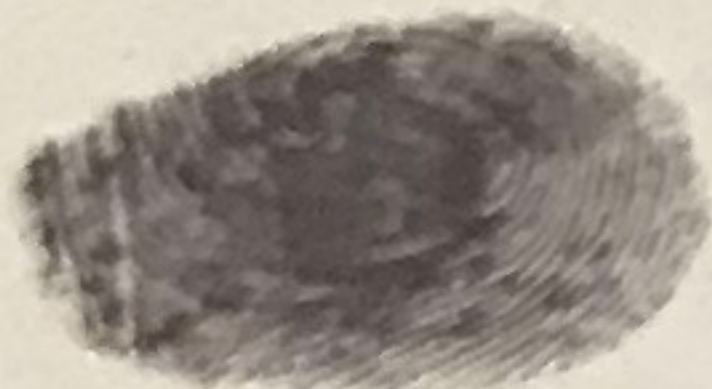


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A. N. V. S.
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Sri Raj Ballabh Singh

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A. S.
Raj Ballabh Singh
S. K. S.
S. K. S.

11.9.2018



Sri Raj Ballabh Singh

by occupation business, and 4) SRI RAJBALLABH SINGH UID No: 3528 1844 7534) son of Late Jagannath Singh, by occupation Retired, 5) SRI SATYAJEET SINGH (PAN: BFJPS0441G, UID No: 3657 4519 2808), and 6) SRI SARABJEET KUMAR SINGH (PAN: BFJPS0440H, UID No: 8070 0852 6986), both son of Late Rajnandan Singh & Urmila Devi, both by occupation Business, all by faith Hindu, by Nationality Indian, residents of Mango Chowk, Mango, P.O. & P.S. Mango, Town Jamshedpur, District East Singhbhum, Jharkhand, hereinafter called the **FIRST PARTY MEMBERS/ LAND OWNERS** (which expression shall unless, excluded by or repugnant to the context, or the meaning thereto mean and include their heirs, successors, executors legal representatives and assigns) of the One Part; by caste:- Rajput

AND

M/S. SAMAY HOMES PRIVATE LIMITED, a company registered under Companies Act, 1956, having its Office at Barbie House, N.Road, West Layout, Sonari, P.S. Sonari, Town Jamshedpur, Dist. East Singhhhum, represented by its Director SRI RAJESH KUMAR SINGH, (UID No.3340 6302 7881) son of Late Mangal Singh, hereinafter called the Second Party/ Promoter/ Developer (which expression shall unless excluded by or repugnant to the context include its/their heirs, successors-in-office, representatives and assigns) of the Other Part;

NATURE OF DEED: DEVELOPMENT AGREEMENT

TITLE INDENTURE

WHEREAS the land situated in Mouza Mango, Ward No.8, M.N.A.C. under Khata No.203, Plot No.4089 a, b, c, d, area measuring 0.05.80 Hectare or 6243.12 sq.ft. within P.S. Mango, Thana No. 1642, Jamshedpur, District East Singhbhum, originally recorded in the name of Jagannath Singh son of Baldev Singh. After the death of Jagannath Singh his two sons namely Uma Shankar Singh and Rajballabh Singh inherited and came in possession of the aforesaid land as the absolute owners thereof;



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Advocate
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Raj Ballabh Singh

Urmila Devi

Sonjay Singh

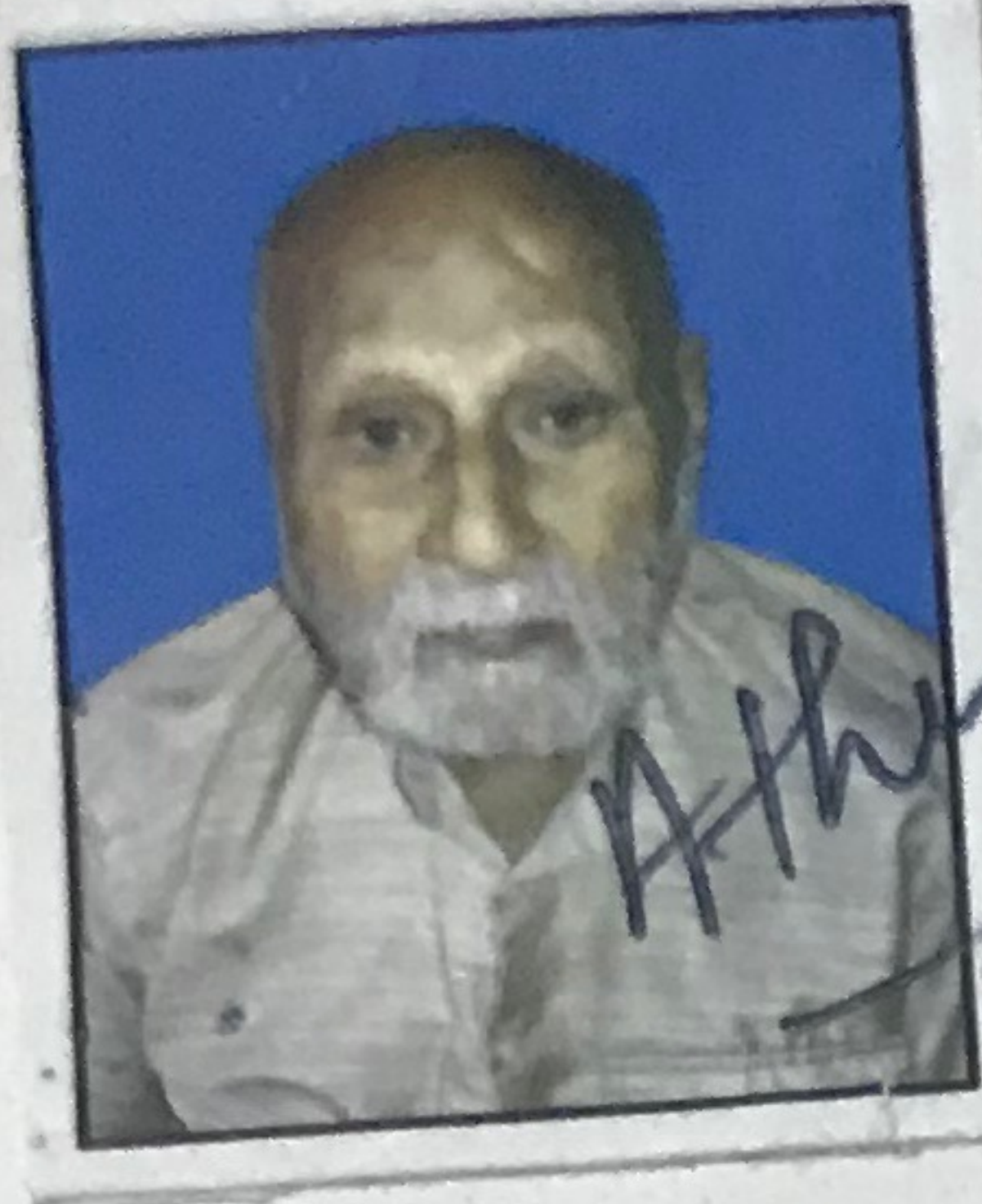
11.9.2018

AND WHEREAS, the aforesaid Uma Shankar Singh and Rajballabh Singh sold a portion of the said land area measuring 2 Kathas 10 Dhurs in portion of Plot No.4089 a, b, c, d under Khata No.203, in Mouza Mango, Ward No.8, M.N.A.C., P.S. Mango, Jamshedpur by virtue of Sale Deed 2889, dated 19.04.1991 registered at Jamshedpur to Urmila Devi wife of Rajnandan Singh and got her name mutated vide Mutation Case No. ix(II) 4/91-92 in the records of State of Jharkhand through C.O. Jamshedpur in respect of land measuring 2 Kathas 10 Dhurs in portion of Plot No.4089 a, b, c, d under Khata No.203, in Mouza Mango, Ward No.8, M.N.A.C., P.S. Mango, Jamshedpur.

AND WHEREAS, the name of Uma Shankar Singh and Rajballabh Singh has been mutated vide Succession Mutation Case No.852/2002-03 in the records of State of Jharkhand through C.O. Jamshedpur in respect of the land measuring 0.04.13 Hectare in portion of Plot No.4089 a, b, c, d under Khata No.203, in Mouza Mango, Ward No.8, M.N.A.C., P.S. Mango, Jamshedpur.

AND WHEREAS the said Uma Shankar Singh died leaving behind his two sons Arbind Singh (First Party No.1) and Shailendra Singh (since deceased) as his legal heirs and successors. The said Shailendra Singh died leaving behind his wife Jyotsana Singh (first party No.2), and son namely Akshay Kumar Singh (first party No.3) as his legal heirs and successors.

AND WHEREAS now the first party members are the absolute and lawful owners of their respective share of the aforesaid land with structures having total area measuring 0.05.80 Hectare or 6243.12 sq.ft. in portion of Plot No.4089 a, b, c, d under Khata No.203, in Mouza Mango, Ward No.8, M.N.A.C., P.S. Mango, Jamshedpur and have been in peaceful physical possession over the same;



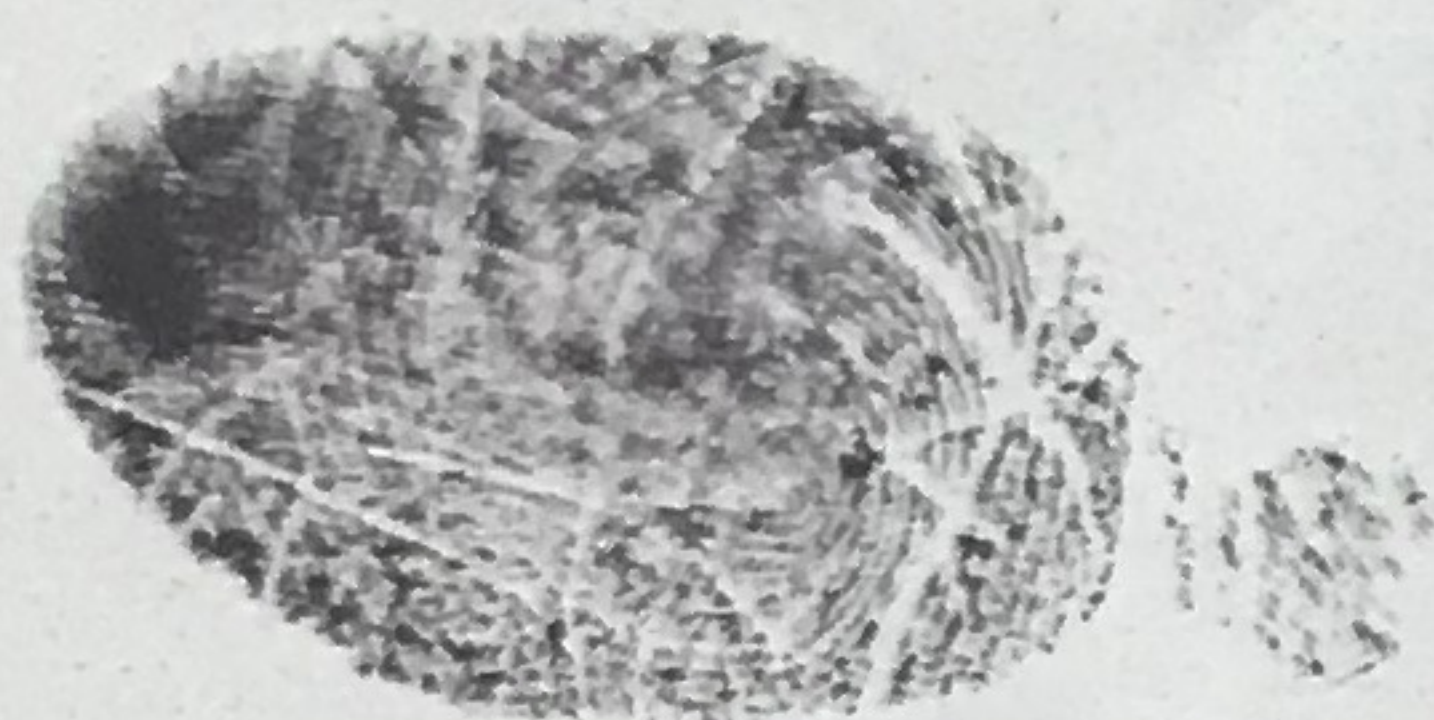
Attorney
Advocate
11/9/18

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Raj Ballabh Singh
KUMAR
Sudjeet Singh

11-9-2018

Raj Ballabh Singh



PROPERTY: shall mean and include all that piece and parcel of land measuring 6243.12 sft. more specifically described in the schedule hereunder written.

In this Development Agreement the following expressions unless repugnant to the context shall have meaning assigned thereto.

- a) The First Party/Land Owner means 1) SRI ARBIND SINGH Son of Late Uma Shankar Singh, 2) SMT. JYOTSNA SINGH Wife of Late Shailendra Singh, 3) SRI AKSHAY KUMAR SINGH son of Late Shailendra Singh, 4) SRI RAJBALLABH SINGH son of Late Jagannath Singh, 5) SRI SATYAJIT SINGH and 6) SRI SARABJIT SINGH both son of Late Rajnandan Singh & Urmila Devi.
- b) The Second Party/Developer means the said M/S SAMAY HOMES PVT. LTD., a Company registered under Companies Act, 1956, at Barbie House, N-Road, West Layout Sonari, P.S. Sonari, Town Jamshedpur, District East Singhbhum, includes its successors in office, administrator, legal representatives and assigns.
- c) The immovable property means all that piece and parcel of Commercial land described in schedule. The First Party above named came in physical possession over the said land measuring 6243.12 sft.
- d) Carpet area:- Carpet area is the actual usable area of an apartment, shops and commercial space.

NOW THIS DEED OF AGREEMENT INCLUDING ALL ITS TERMS AND CONDITIONS HEREBY AGREED BY THE PARTIES AS FOLLOWS:-

That this Development Agreement shall commence with effect from the date of singing of this Development Agreement.



Approved
11/9/18

312/12/2018

Sign

Asst

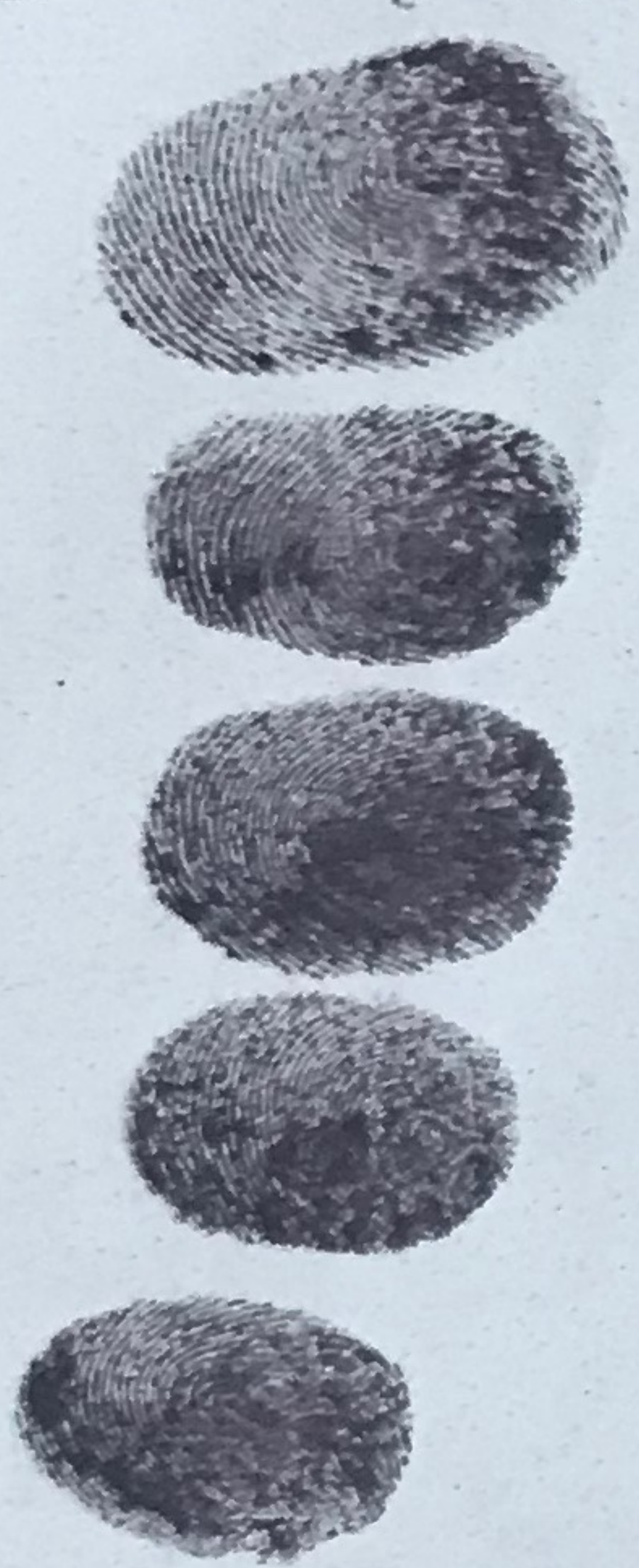
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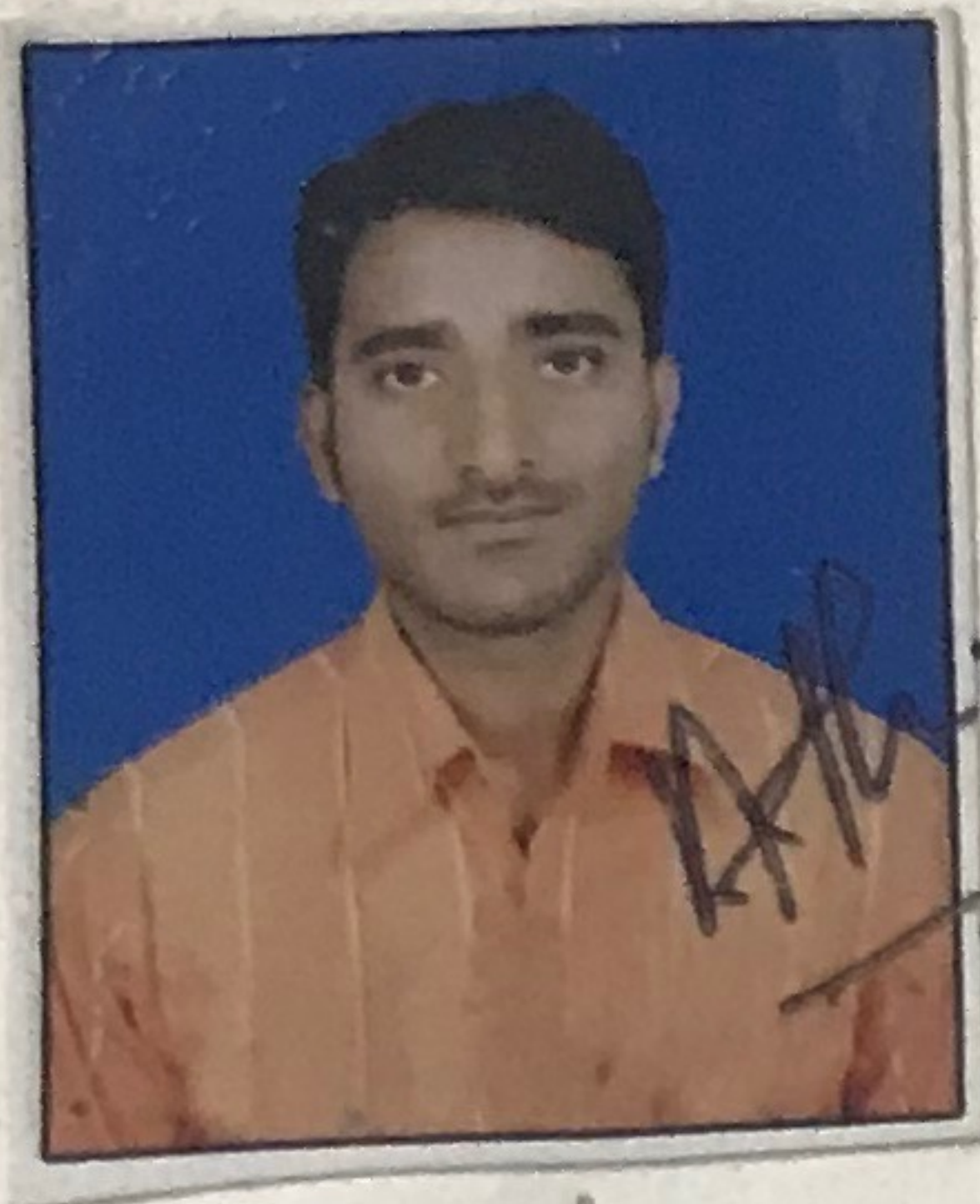
Santosh Singh

11-9-2018

हस्ताक्षर



- 1) a) Owner's Allocation shall mean and include 55% actual approved built up area as per approved drawing out of the total constructed area in each floor, each facing terrace and parking's at southern side of entire building.
- b) Developer's Allocation shall mean and include 45% actual approved built up area as per approved drawing out of the total constructed area in each floor, each facing terrace and parking's at northern side of entire building. The developer shall be entitled to dispose of or transfer or deliver of their entire portion to any party/ or parties or to intending buyer/s.
- c) Common Facilities and Amenities:- shall include stair ways landing, passage ways, overhead tank, head room, other common space, ingress and egress.
- d) Maintenance:- Maintenance of the common facilities and services shall be the joint responsibilities for all intending buyers but the maintenance of internal units and facilities shall be maintained and whatsoever cost to be incurred for such maintenance shall be borne by the individual owner.
- 2) That after signing of the Development Agreement, the first party shall deliver peaceful physical vacant possession free from all litigations of schedule below land to the second party/developer. The second party shall get the building plan prepared through any reputed Architect, civil engineer or planner. Along with supporting plan such as structural, electrical, sewerage etc. and shall get such plan or plans sanctioned through the appropriate authority. The plan so prepared, if requires during and after sanction, may be modified and/or altered for the feasibility of the proposed project. It is decided and agreed by and between the parties that the second party shall prepare the building plan and shall arrange to get such plan or



Santjeet Singh



Approved
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Santjeet Singh

11-9-2018

plans sanctioned or approved through the appropriate authority within one year from the date of execution of registered Development Agreement through the office of the District Sub-Registrar, Jamshedpur.

3) That soon after passing the building plan by the appropriate authority the second party/developer shall forthwith start construction of the proposed building and complete the same strictly in accordance with the sanctioned building plan by the authority with all fixtures, fittings, installation and the second party shall complete the proposed construction within the time and terms herein below such as:-

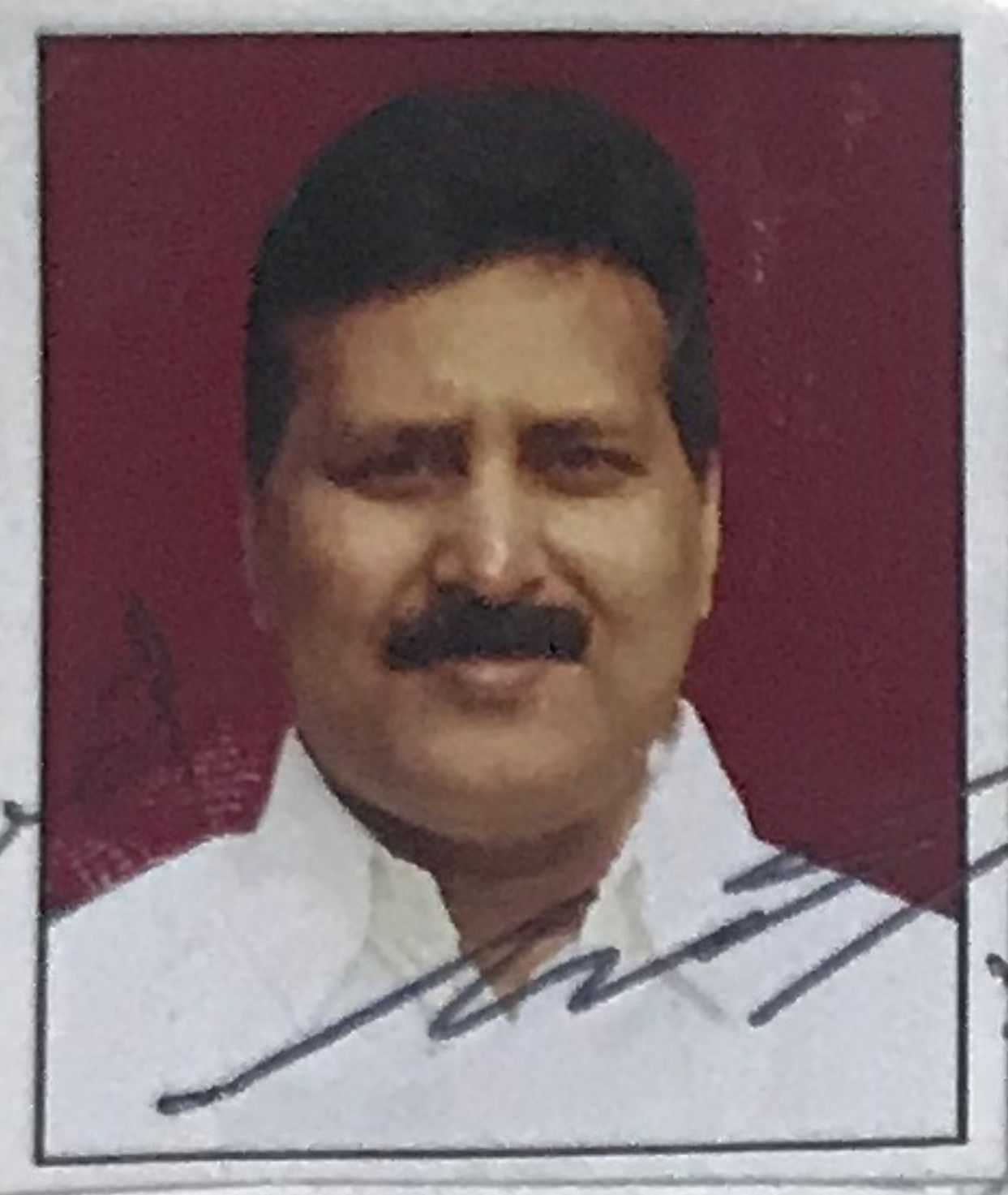
a) Within two years from the date of sanction of building plan as well as physical possession of entire land. The period of construction may be delayed on unavoidable circumstances, for which maximum 12 months time may be provided and allowed to the builder/second party as grace period and in all the cases the proposed building will have to be completed within 36 months from date of registered Development Agreement & sanction of building plan as well as physical possession of entire land.

b) The second party will allot the Shops, commercial spaces within the Builtup area only.

c) The second party will provide the above Shops, Commercial spaces in the land of the first party only.

4) a) OWNERS ALLOCATION

The parties hereto i.e. the developers and the owner/s hereby mutually agreed that in lieu of the development over the schedule property i.e., 0.05.80 Hectare, owner shall be entitled 55% (shares distribution among First Party member-



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Arvind

Akh...

Raj Ballabh Singh

Sarabjeet Singh

Sarabjeet Singh

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1 Sri Arvind Kumar Singh 9.17%, **member-2 & 3** Smt. Jyotsna Singh, Akshay Kumar Singh 9.17%, **member-4** Sri, Rajballabh Singh 18.34%, **member-5** Sri, Satyajeet Singh 9.16% & **member-6** Sri, Sarabjeet Kumar Singh 9.16%) actual approved built up area as per approved drawing out of the total constructed area in each floor, each facing terrace and parking's at southern side of entire building.

b) DEVELOPERS ALLOCATION shall mean the remaining portion of the entire building at northern side on the said property after allocation made to the owner including proportionate share in common facilities and amenities of the building on the said property.

5) That the first party hereby declares and convents:-

- a) The First party is lawful owner in respect of the land or part thereof more specifically described in the Schedule hereunder written, and there are no other co-owners or co-shares or co-claimants in this land.
- b) The First party have not sold or conveyed or mortgage the land to any party, person or concern and or entered in similar agreement with anyone else. Prior to execution of this agreement and the said lands is free from all encumbrances, charges, lines, disputes, dues, arrears, proceedings, suits, cases, acquisition or requisition etc.
- c) The First party shall always be ready and/or willing to execute any further document, plan, affidavit, indemnity, if found necessary and/or that may be required for the interest of the proposed project at the cost of the second party/developer.

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d) The first party will give General Power of Attorney and/or legal authority in favour of M/s, Samay Homes Pvt. Ltd. For construction of the proposed building and such Shops/ Commercial Space/Parking. Instant Development Agreement and/or whatsoever General Power of Attorney to be executed and registered by the First Party in favour of the second party/Developer will not be rescinded or cancelled till completion of the project and including transfer of the proposed Shops/ Commercial Space/Parking as the case may be to the intending buyers/first party and shall hand over utility service to first party and/or such person who would acquire Shops/ Commercial Space etc. in the proposed project provided the second party/developer shall comply and fulfill the terms of this Development Agreement. It is made clear that in case the second party/developer fails or refuse to comply with the terms and condition of this development agreement and/or misuse the power to be given to them in respect of the said land in such event the first party will be at liable to cancel the said power only after the proof of mistake or misuse in writing in presence of Arbitrator appointed by both the parties and that too, after payment of investment together with interest also to the second party/developer. If the development agreement was canceled due to the mistakes of the second party, then the first party will not be responsible & reimburse for any kind of payment/ compensation. The second party/developer share will be registered by the second party in favour of the buyers through proper court of Law. But if the Development Agreement is cancelled due to some reason like Title defect, Family dispute or any other reason at any stage by the first party, the power of Attorney/Development Agreement is revoked by the First Party and the Second Party/Developer jointly

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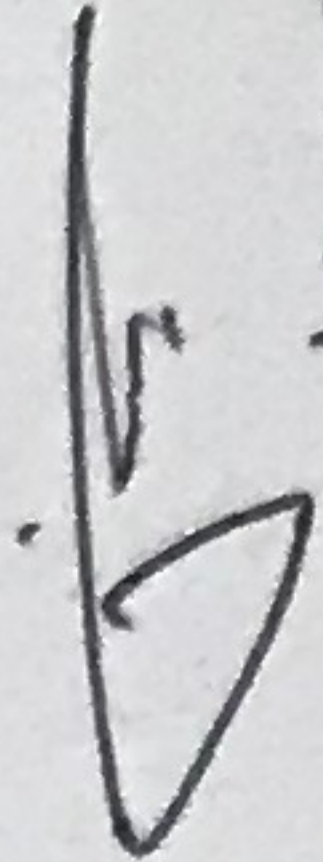
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11.9.2018

with proper reason or cause to failure to comply with the terms and conditions of agreement then the first party will pay proper compensation and reimburse to the second party/developer, all expenses incurred in the construction, Development of land, towards approval of building plan and other incidental expenses to be produced and submitted by second party/developer. The first party will repay and reimburse the second party/developer.

- e) The first party shall have right to enter in the proposed site during the period of construction or through its/their expert in construction or authorized representative to verify the progress of the construction at site, regarding adherence to the specification qualities of materials and work in progress at site. The second party/developer or its representative will not object.
 - f) The first party will not enter in any agreement or dispose of or transfer or otherwise alienate its/their land/s or part thereof to any party till enforcement and legal validity of this development agreement, until cancels mutually.
 - g) The first party shall extend all its/their co-operation to the second party/developer towards construction of the proposed building and till its disposal to the respective allottee members and the share of shops, commercial space, parking failing to the share of the second party/developer, to its intending buyers.
6. That the Second party/Developer hereby declares and covenants.
- i) The Second party/Developer is competent to enter into this development agreement with the first party.

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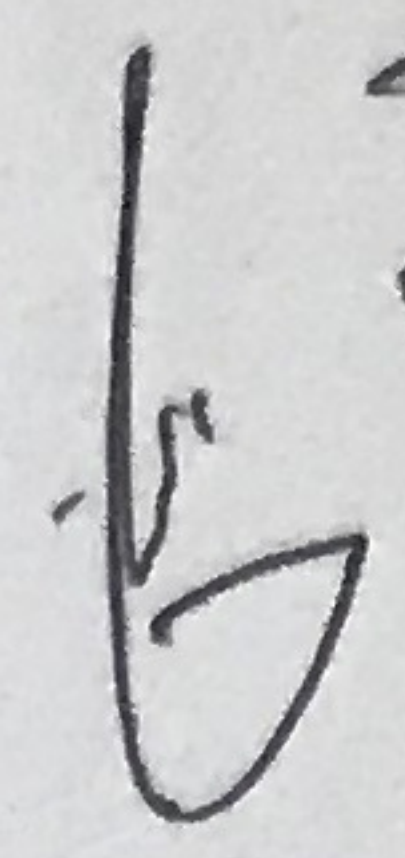
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Subject Sign



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- ii) The second party/developer shall construct the proposed Building for them as per plan approved by the appropriate authority and/or at such plan that may finalized by the parties mutually.
- iii) The second party/developer shall arrange for electricity power connection, water lines, other fixtures, fittings, installations, and shall use building materials. It is decided and agreed that the second party/developer shall use all standard quality of materials, fixture and fittings, conforming to ISI Standards.
- iv) The second party/developer will be entitled and/or legally empowered to enter in various agreements with intending buyers of its own premises that is Developer's allocation, save and except the first party allocation and will be entitled to receive booking money, installments, part payment, and/or full payment from the intending buyers against sale of its allocation i.e. Shops, Commercial Space, Parking etc., failing to its share. It is made clear that the second party/developer will not dispose of or sell or otherwise alienate the Shops, Commercial Spaces, Parking etc., failing to the share of the first party.
- v) The second party/developer shall supervise all affairs of the proposed building during the period of construction by appointing Architect, Civil Engineers, experts in Civil construction, skilled / unskilled labours, workmen, guards, security, at site shall pay them remuneration, salary etc., and to discharge them as and when necessary.
- vi) The second party/developer has/have verified and pursued all relevant papers and documents submitted by the first party relating to the right, title and interest of the said land/premises and having fully satisfied has entered into this Development Agreement with the first party. However it is decided and agreed that the second party/developer after getting possession of the