



सत्यमेव जयते

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e-Stamp

Certificate No.	: IN-JH10620259683800Q
Certificate Issued Date	: 18-Jul-2018 11:28 AM
Account Reference	: SHCIL (FI) /jshscil01/ DHANBAD/ JH-DB
Unique Doc. Reference	: SUBIN-JHJHSHCIL0114599585251844Q
Purchased by	: NIRMALANANDCONSTRUCTION PRIVATELIMITED
Description of Document	: Article 5 Agreement or memorandum of an Agreement
Property Description	: N A
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NIRMALANAND CONSTRUCTION PRIVATE LIMITED
Second Party	: AS APPLICABLE
Stamp Duty Paid By	: NIRMALANAND CONSTRUCTION PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below the line

(Ranjit Kumar)
Ranjit Kumar

Aditya Narayan Singh
Rajit Kumar SML

Sunaina Gupta.
Ashish Kumar Sanyal
(Uma Shanker Prasad)

TQ 0001791481

Statutory Alert:

The authenticity of this Stamp Certificate should be verified at www.shoestamp.com. Any discrepancy in the details on this Certificate and its

Li

Ram Kumar

Aditya Narayan Prasad
Pradip Kumar Singh

Sumaina Gupta

Arbind Kumar, Satyarth

Uma Shanker Prasad

DEVELOPMENT AGREEMENT

This Development Agreement made on this the 25th day of October Two Thousand Eighteen.

Between

1. Aditya Narayan Prasad s/o Lt. Kashi Nath Prasad .by faith hindu, caste kumhar , by occupation- govt. employ resident of B type Qr. Gyan Mukherjee Rd., Hirapur Dhanbad., 2. Kuldip Prasad singh S/o Late Daroga Singh by faith Hindu caste Rajput occupation- Rtd. Govt. Servant, R/o.- Chunagodown, Saraidhela, Dhanbad represented by Pradip Kumar Singh by faith Hindu caste Rajput occupation- Business R/o.- Chunagodown, Saraidhela, Dhanbad .
3. Uma Shanker Prasad S/o- Late Nawal Kishore Prasad, by faith Hindu caste- Kurmi Annex-iii(Bihar), occupation:- PSU Employee R/o:- D-9, CETI colony, Near CETI Singrauli dist.:- Singrauli, (MP) representing the part of late Sudama Devi 4. Sunayna Gupta. W/o Dr Ishwar Prasad Gupta. By faith Hindu caste:- Vaisya, occupation:- House wife .R/o:- Sukhdam Heights, flat no.- 102, Behind Ray Talkies, Bankmore, Dhanbad, 5.Arbind kr. Satyarth S/o.- Late. Daroga mahto by faith Hindu Caste:- kurmi, Annex-ii, (Bihar) and 6. Abhishek Kumar S/o Arbind kr. Satyarth represented by Arbind kr. Satyarth R/o:- B-29, sector :-ii (red 'B' type) near shahid chowk, koyalaganar , P.S.:- saraidhela P.o.:- B.C.C.L Township, Dhanbad, Jharkhand occupation – Rtd. PSU Employee hereinafter called and referred to as LAND LORDS / OWNERS (which expression shall unless excluded by or

1

Ram Kumar

Aditya Prasad
Kuldip Singh
of M

Uma Shanker Pd
(Uma Shanker Pd)

Sunayna Gupta
Arbind Kumar
Satyarth

repugnant to the context be deemed to include their heirs, Successor, administrators, legal representatives and assigns) of the ONE PART;

And

M/S NIRMALA NAND CONSTRUCTION PVT. LTD. having its office at Nirmala kunj flat no.- 102, Veer kunwar singh Colony . Karmik Nagar Dhanbad (Jharkhand) represented herein through its Director 1. Ranjan Kumar son of Nand Kishore Prasad Sinha, by caste- kayastha, by occupation- business, resident of Veer Kunwar singh Colony, Saraidhela, District – Dhanbad, (Jharkhand) and 2. Rama kumari w/o Ranjan Kumar by caste- kayastha, by occupation- business, resident of Veer Kunwar singh Colony, Saraidhela, District – Dhanbad, (Jharkhand) hereinafter referred to as DEVELOPER (Which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, successors, administrator, legal representative and assigns) of the OTHER PART

A. That the lands within mouza - Amaghata, mouza no.-09, under New khata no.-31 plot no.-247 total area of land -35.279 decimal. 1. Aditya Naryan Prasad S/O Late Kashi Nath Prasad - 4.957 decimal or 2159.25 sft 2. Kuldip Prasad Singh S/O Late Daroga Singh- 4.62 decimal or 2015.91 sft 3. Uma shanker Pd. S/o Late Nawal Kishore Pd. - 4.960 decimal i.e. 2160.70 sft 4. Sunayna Gupta W/o- Dr. Ishwar pd. Gupta – 8.262 decimal i.e 3599.050 sft , 5. Arbind kr. Satyarth S/o.- Late. Daroga mahto- 6.240 decimal i.e. 2717.93 sft and 6. Abhishek Kumar S/o Arbind kr. Satyarth – 6.240 decimal i.e. 2718.196 sft of was duly acquired by the land owner hereto, by virtue of Registered Sale Deed No1. – 845 Dated 29/01/1991 2. 844 Dated 29/01/1991 3. 846. Dated 29/01/1991. 4. 6158 dated 29/05/2008. 5.-842 Dated 29/01/1991 and 6. 841 Dated 29/01/1991, respectively from its rightful owner, and has morefully been described in detail in the schedule, and property is



Ad. 1/2

am 1/2

Keena Kauri

1/2

(Vine-storley 1/2)

head of keena
1/2

Suzanna Crapier

Robind. KUMAR

Sudhar 1/2

now vested with the owner/landlord mentioned hereinabove referred to as the owners/landlords. The Owners/Landlords have been paying rent in jamabandi thoka no.- 1.-299 2.-302 3.-298. 4.- 929. 5.- 296 and 6. 297 respectively and mutated vide mutation case no.(1).113(II) 1998-99, (2). 143(II) 1998-99 (3). 112(II) 1998-99, (4). 130(II) 2014-15 (5). 110(II)1998-99 and (6). 111(II) 1998-99 respectively to the state, and accordingly the Landlords/Owners have acquired absolute and exclusive right, title, inters and possession and over the entire rayati land in question.

The facts described above mean and conclude that above mentioned persons are the rightful OWNERS of the aforesaid land measuring 35.279 decimal.

- B. Whereas, the Owner had been in search of a developer to develop the land described in the Schedule of this Development Agreement into a Multistoried Building (Commercial and/ or Residential) complex.
- C. The Developer, M/S. NIRMALANAND CONSTRUCTION PVT. LTD. approached the present owners and offered to Develop the property by erecting in multistoried building thereon the terms and conditions mentioned hereafter.
- D. Owner have represented to the Developer as follows:-**
- i. That the owners are absolute seized and possessed of piece and parcel of land measuring 35.279 decimal morefully and particularly described in schedule hereunder written and hereinafter referred to as the said premises.
 - ii. That the said Premises is free from acquisition and/ or requisition in any nature whatsoever.
 - iii. That the said Premises is not effected by any Road Alignment.
 - iv. That the said Premises is not coming in the purview of Urban Land (ceiling & regulation) Act, 1976.
 - v. That the landlords have not entered into any agreement with any person in respect of the said property or created any charge on the

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Ram Kumar

Aditya Kumar

Rahul Kumar

Sunil

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(Uma Shankar Bora)

Sumanika Gupta

Robin K. Kurvar

Sudeshi

said property and during the pendency of this Agreement for development of the Owners shall not enter into agreement with any other Developer or Promoter or create any change in respect in the proposed multistoried building to be constructed by the Developer on said piece of land.

- vi. That no notice of attachment, requisition, acquisition received from any competent Authority in respect of the said premises.
- vii. There is no embargo and no outstanding dues in respect of income Tax of the Owners and or any notice of attachment as being received from income Tax Authority under the provisions of the Income Tax Act 1961.
- viii. That the Owner shall comply with all requisition for the purpose of development of said premises.

DEFINITION

Unless these presents it is repugnant or inconsistent with:-

- i. OWNER shall mean the Owners mentioned in this indenture hereinabove and/ or its successors in interest, legal representatives, and assigns.
- ii. DEVELOPER Shall mean M/S. NIRMALANAND CONSTRUCTION PVT. LTD. and its heirs, successors and interests, liquidators, nominees and/or assigns:
- iii. PREMISES shall mean all that the Land and Premises mentioned in the schedule hereunder within the limits of mineral area Development Authority/Municipal Corporation Authority within the District of Dhanbad and particularly described in the schedule hereunder written.

NOW THIS AGREEMENT WITNESSETH AND PARTIES MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS:-



(Signature)

(Signature)
Kangkuman

(Signature)
Abi...
Kumar

(Signature)
Suman...
Kumar

That in view of the said agreement for development and construction of a multistoried complex over the schedule land of this Development Agreement proposed to any construction whichever is beneficial to Development and as per the approval of competent authority i.e. Mineral Area Development Authority/ Municipal Corporation and in lieu of which the Developer will pay the owner 31% of constructed flats.

1. That, the Owners have agreed to handover the peaceful possession of the scheduled land of this Agreement to the Developer within a period of three days from the date of signing this agreement and Issue of power of Attorney and have allowed the Developer to go ahead with the development work.
2. That, the Developer will construct multistoried building (residential) complex and shall get plans approved from the competent authority at their own cost.
3. That, the multistoried building over the schedule land of this agreement constructed the cost of the Developer shall become the exclusive property of the Developer the land Owners will not have any physical or legal claim over it and right, interest, title shall accrue upon the Developer in respect of the multistoried building to the extent of 69% of residential portion as aforesaid, constructed seable area of the said building complex, which shall be exclusive property of the Developer, with the exclusive right, title and interest upon which the Owners shall not have any sort of right, title or interest in any manner, except their share of 31% in residential portions super built up area in the building.
4. That, all the owners of flats or whatsoever will have equitable right, interest, title over the common area like passage, garden, terrace lift, guard room, generator etc. after the units of the complex are sold to them respectively.
5. That, the Developer **agrees and under take** the time is the essence of the contract and the developer will handover the owner's share of 31% in residential portions to the owners as per this agreement irrespective of status or progress of the construction. The Developer shall construct the



Signature

Rama Kumari

Aditya Harshvardhan

Rudra Kumar

Sd/-

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(Owner's name)

Aditya Kumar

Signature

said building complex as per specifications and approved plan of the building by the competent authority within a period of 54 (Fifty Four) months with an extension of 6 months under unavoidable circumstances from the date of finalization of approval from the Competent authority, i.e. MC for the said construction of the building over the schedule land. The developer further agrees to compensate the owners for their incomplete units within time framework of 60 months @ of Rs.6/- per sq ft per month.

6. That, the Developer undertakes and agrees that they will get the drawing of the proposed apartment over the schedule lands of this agreement duly approved by the competent authority Municipal corporation on their own cost.
7. That, the Developer will be liberty to generate funds by advertisements, selling, booking, mortgaging of flats of the proposed building of the 69% (sixty nine percent) of the total constructed area for the purpose of speedy construction and timely completion of the said building complex as per approved plans and specifications at its own responsibility and risk keeping no concern with the owners.
8. That, the Owners agrees and assures to hand over to the Developer the vacant and peaceful possession over the schedule land of this Development Agreement for the purpose of 3 days after the signing of this Agreement and issue of power of Attorney to facilitate them to build the said Apartment, like digging tube wells and removing the debris and strengthening and rising the existing. Compound wall and construction of the site office, labour shed etc
9. That, the Owners undertakes to execute the registered Power of Attorney in favour of the Developer to be used for sale of the units 69% of portion of the said building and owners to be used for sale of the units 31% of portion of the said building/complex over the schedule land of this Agreement within a week from the date of signing of this agreement to facilitate the speedy construction of the said building complex.



Askin Kumar

Ranjit Kumar

Abhishek Kumar

Harsh Kumar

Sudh

Arif

Omendra Kumar

Suraj Kumar

10. That, the Developer may take loan or financial assistance from any Bank/financial Institution for the speedy construction of the said building complex at its own risk and consequence and for the repayment of which the Owner shall not be held responsible at any stage, whatsoever.
11. That, the Developer undertakes to obtain all sorts of Government clearances and Government sanction from the concerned competent authorities for the proposed construction of the multistoried building complex over the schedule land of this agreement at their own cost and Owners shall not be liable for reimbursement of any costs, charges and expenses for any reason.
12. That, the Owners will not be held liable and responsible for any payments to be made whatsoever to the laborers, material suppliers and the staff employed by the Developer and the dispute/ differences related thereto and accrued thereupon to any Government Agencies or any local bodies in respect to the proposed construction over the schedule land of this Agreement and that will be the sole responsibility of the developer including all legal consequences related thereto and Owners shall not be responsible for the same.
13. That, the Owners will not be liable or responsible for any untoward incident or accident etc. that may occur during the construction of the said building complex and the Developer will be solely responsible for the same .
14. That, the Developer shall abide by the specifications and ensure good quality of the proposed construction of the entire building and both the Owners and the Developer shall strictly abide by the terms and condition as agreed upon in this Agreement.
15. That, the Developer shall be solely entitled for booking and sale of units of the building complex of his share and land Owners is also entitled for the same
16. That, the Developer's liability for the payment of taxes with respect to the newly constructed Developer schedule and shall cease

after the handing over the units to the respective buyers and then onwards it will be the responsibility of the respective owners to pay the Government Taxes.

17. That, the land Owners do hereby declare that the scheduled property is free from all encumbrances, debts, liens, charges etc. and the land owners have absolute marketable title over the schedule land of this Agreement and no legal case, cases, suit are pending before any legal court of justice in respect to schedule land of this Agreement. If any dispute regarding the title of the land arises for which the construction work is dropped will be sole responsibility of the owners and will have to compensate the Developer with all incurred by him. The Developer may claim interest over the investment made by him till that date.
18. That, in case of any dispute between the land owners and Developer with regard to the terms, of this agreement for developing the same be adjudicated by the arbitrator appointed one each by either parties whose decision shall be binding and conclusive. In case of disagreement with the decision of the arbitrator, one common arbitrator with the consent of the appointed arbitrators will be appointed for final decision and the majority decision of all the arbitrators shall be binding on both the parties. If the dispute is not settled by arbitration the parties may move to the court of law situated at Dhanbad.
19. On distribution of flats if any extra area goes to the either parties will be adjustable @ 1500/sft.of floor area.
20. All original deeds and papers related to land will be handed over to the developer at the time of signing this agreement and those document will be returned back to the land lords after sell of all flats.

OWNER'S FURTHER OBLIGATION

The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building

Rang Kwasi

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(Masster)

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Handwritten signature

construction on the said plot by the Developer if any thing is not going against the spirit of this agreement.

The owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling assigning and/ or disposing of the of premises of his own share.

The owners hereby agree that the developer may mortgage or create any charge of the said premises including construction to any bank or financial institutions to meet its financial requirements deed of conveyance that may be necessary for transfer the respective unit in favour of the purchaser/assignees/ transferees nominated by the Developer in respect of the Developed construction over the scheduled land.

DEVELOPER'S FURTHER OBLIGATION:

The Developer further agrees and covenants with the Owner to get the subject project cleared by all authorities that may be necessary for the purpose of construction.

The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions or rules applicable for construction of the building as a result of which the obligation and liabilities will accrue upon the Owners.

21. OWNER'S INDEMNITY

The Owners hereby indemnifies the Developer of any defect in the title of the Property and marketable of the title.

The owners hereby undertakes and indemnifies the Developer that the Developer shall be entitled to the said construction and shall enjoy the whole premises without any interference or disturbance provided the Developed performs and observes and fulfills all the terms and condition

Ravi Kumar
Arif (Consultant)
Aditya Singh
Pradeep Kumar
Singh
Sunaina Gupta
Arvind Kumar
Satish Chandra

herein contained and/ or their part to be observed, performed and/or fulfilled.

22. DEVELOPER'S UNDEMNITY

The developer hereby undertakes to keep the Owners indemnified from and against all third parties' claims and actions arising out of any part or act or commission of the Developer in or relating to the construction of the said building complex.

23. MISCELLANEOUS

It is agreed that the Developer shall have absolute right to name the building and the Owner shall not object the same. It is agreed that the Developer and /or the Owner shall incorporate a clause in their respective document so that successor in interest does not change the name of the building once the same is completed.

It is agreed between the parties that in case of registration of these present, the Stamp Duty, registration fees & other misc. expenses including lawyer's fee for Registration of this Agreement and / or for power of attorney as contemplated under this agreement shall be paid by the Developer.

24. FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevent by the existence of the force majeure and shall be suspended from the obligation during the tenure of the force majeure. Force majeure shall mean flood earthquake, riot, war, storm tempest, civil

commotion, strike, lockout and/or any other act or commission beyond the control of the parties hereto.

SCHEDULE

All that piece and parcel of land measuring an area of 35.279 decimals, under within Moza- sugiadih alias Amaghata, mouza no.- 09, under khata no.-31 plot no.-247, ward no- 22, Total area of pieces of land 35.279 dec. of land which butted and bounded as follows:-

North - plot no. 253

South - 24'0" wide Road

East - land of Chandra prabha devi, plot no. 249 & 248

West- 14'0" wide road

IN WITNESS WHEREOF the parties hereto have signed this Development agreement aton 25th day of October two thousand eighteen in presence of the witnesses, named hereunder:-

LAND OWNERS

Shri. Prasad Gupta
WITNESSES

Aditya Narayan Singh
Pradip Kumar Sish
(one side and)
Suncana Gupta.

Abhinav Kumar Satsarkh
DEVELOPER

Pradip Kumar Sish
Kanankumari