

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on 26th day of October, Two Thousand and Twenty.

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-BETWEEN-

MULTI BUILDERS M/S. SHREE BALAJEE PRIVATELIMITED, [PAN AANCS7040J], a company governed by the provisions of the Companies Act, 2013, having its registered. office at 5th Floor, 40 Model House, Strand Road, Kolkata-700001, Post Office GPO, Police Station Burrabazar, District Kolkata, * represented by its Directors, (1) Mr.Pravin Kumar Agarwal PAN ACRPA9342C] [Aadhaar No.7360 2754 6622] [Mobile No. 9939175322], son of Jagdish Prasad Agarwal, by faith Hindu, by nationality Indian, by occupation Business, and (2) Preeti Agarwal [PAN ADRPA3039M] [Aadhaar No. 7275 6296 4318] [Mobile No. 9431776664], wife of Pravin Kumar Agarwal, by faith Hindu, by nationality Indian, by occupation Business, both are residing at Flat No. 404, 4th Floor, Balajee Enclave, Near ICICI Bank, Shastri Nagar, District Dhanbad, Jharkhand 828106, Post Office Dhansar, Police Station Dhansar.

- 2. STONERIDGE VENTURES PRIVATE LIMITED, PAN M/S. ABACS4203R], a company governed by the provisions of the Companies Act, 2013, having its registered office at 102, Block A, Balajee Enclave, Shastri Nagar, District Dhanbad, Jharkhand 826001, Post Office Dhansar, Police Station Dhansar, represented by its Director Mr.Saroj Kumar Singh [PAN ALFPS9671R] [Aadhaar No.2751 3136 1815] [Mobile No. 9939330795], son of Sharda Nand Singh, by faith Hindu, by nationality Indian, by occupation Business, residing at Gehlot Kutir, Near Om Bhavan, Joraphatak, District Dhanbad, Jharkhand 826001, Post Office Dhansar, Police Station Dhansar.
 - M/S. DHIRAJ TRAFIN PRIVATE LIMITED, [PAN AABCD4458M],
 a company governed by the provisions of the Companies Act,
 2013, having its registered office at Room No. 25, 5th Floor, 40
 Model House, Strand Road, Kolkata-700001, Post Office GPO,
 Police Station Burrabazar, District Kolkata, represented by its
 DirectorMr.Murli Dhar Poddar [PAN AFXPP3438H] [Aadhaar No.
 6909 7309 3631] [Mobile No. 9431125208], son of Shiv Datt
 Poddar, by faith Hindu, by nationality Indian, by occupation
 Business, residing at 238, Shastri Nagar East, District Dhanbad,
 Jharkhand 826001, Post Office Dhansar, Police Station Dhansar.

SURAMA PROJECTS LIMITED

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DIRECTOR

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt. Lt

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MR.RAJESH KUMAR THAKUR [PAN ADGPT7827B] [Aadhaar No. 2168 4314 1032], [Mobile No.9470595563], son of Arbind Kumar Thakur, by faith Hindu, by nationality Indian, by occupation Service, residing at Banglow No. 15, old Doctors Colony, Near Central Hospital, Jagjivan Nagar, Nutandi, District Dhanbad, Jharkhand 826003, Post Office Jagjivan Nagar, Police Station Saraidhela.

MRS. BANDANA [PAN ADOPB3936H] [Aadhaar No. 4513 4924 4911], [Mobile No. 9470595583] wife of Rajesh Kumar Thakur, by faith Hindu by nationality Indian, by occupation Service residing at Banglow No. 15, old Doctors Colony, Near Central Hospital, Jagjivan Nagar, Nutandi, District Dhanbad, Jharkhand 826003, Post Office Jagjivan Nagar, Police Station Saraidhela.

All are hereinafter called "**Owner/s**", (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include its heirs, executors, successors, legal representatives, nominees and/or successors-in-interest) The "**Owner**" includes "**Owners**".

AND

6. M/S. SURAMA PROJECTS LIMITED, PAN AARCS1183N, a company governed by the provisions of the Companies Act, 2013, having its registered office at 17A, Nakuleswar Bhattacharya Lane, Kolkata-700026, Post Office Kalighat, Police Station Kalighat, District South 24 Parganas, represented by its Directors, (1)Harshit Jindal, PANAKPPJ5964P, son of Surendra Kumar Jindal, by faith Hindu, by occupation Business, nationality Indian, residing at Pvt. House, Arjun Road, Near B.I.T. Sindri Hetkandra, Post Office Motinagar Dhanbad, Police Station Sindri, Jharkhand -828120, District Dhanbad, Rama (2) Jindal, [PANABVPJ9465C], wife of Surendra Kumar Jindal, by faith Hindu, by occupation Business, nationality Indian, residing at Pvt. House, Arjun Road, Near B.I.T. Sindri Hetkandra, Post Office Motinagar Dhanbad, Police Station Sindri, Jharkhand - 828120, District Dhanbad and (3) Palak Jindal, [PANBCZPJ8932J] wife of Harshit Jindal, by faith Hindu, by occupation Business, nationality Indian, residing at Pvt. House, Arjun Road, Near B.I.T. Sindri Hetkandra, Post Office Motinagar Dhanbad, Police Station Sindri, Jharkhand -828120, District, Dhanbad, hereinafter

SURAMA PROJECTS LIMITED

Director

STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt. Ltd.

Directo

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DIRECTOR

referred to as the "**Developer**"(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives, nominees, successor or successors in office) of the **OTHER PART**:

The Owner/s and the Developer are individually called "**Party**" and collectively called "**Parties**".

WHEREAS:

Regard Coura Meter Bendang

DIRECTOR

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D.

Director

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt

At all material time one Dhananjoy Singh was the absolute owner of land measuring 105 (one hundred and five) decimal, being a portion of R.S. Dag Nos. 216, 217, 218, 219, 220, 222 and 224in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand (herein after referred to as **Dhananjoy's Property**)

- B. By a Deed of Sale dated 16th July 1986, registered in the District Sub Registrar, Dhanbad, recorded in Book I, Volume No.63, pages from 557 to 561, being Deed No. 7698 for the year 1986, said Dhananjoy Singh sold, conveyed and transferred land measuring 42 decimal, more or less out of **Dhananjoy's Property**, being a portion of R.S. Dag Nos. 216, 217, 218, 219, 220, 222 and 224in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to Shew Kumar Kanoria.
 - By a Deed of Sale dated 18th July 1986, registered in the District Sub Registrar, Dhanbad, recorded in Book I, Volume No.65, pages from 538 to 542, being Deed No. 7817 for the year 1986, said Dhananjoy Singh sold, conveyed and transferred land measuring21 decimal, more or less out of **Dhananjoy's Property**, being a portion of R.S. Dag Nos. 216, 217, 218, 219, 220, 222 and 224 in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry Office Dhanbad, District Dhanbad, Jharkhand to Pramod Kumar.
 - By a Deed of Sale dated 21st July 1986, registered in the District Sub Registrar, Dhanbad, recorded in Book I, Volume No.64, pages from 592 to 597, being Deed No. 7943 for the year 1986, said Dhananjoy Singh sold, conveyed and transferred land measuring 42 decimal, more or less out of remaining portion of **Dhananjoy's Property**, being a portion of R.S. Dag Nos. 216, 217, 218, 219, 220, 222 and 224 in Mouza Kolakushma, Mouza Na. 12, Police

SURAMA PROJECTS LIMITED

Director.

Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to Sulochana Kanoria.

- E. By a Deed of Sale dated 13th June, 1988, registered in the District Sub Registrar, Dhanbad, recorded in Book I, Volume No.24, pages from 202 to 206, being Deed No. 7344 for the year 1988, said Shew Kumar Kanoria sold, conveyed and transferred his entire share of land measuring 42 decimal, more or less, being a portion of R.S. Dag Nos. 216, 217, 218, 219, 220, 222, 223 and 224 recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to Ajay Kumar Singh.
 - By a Deed of Sale dated 14th June, 1988, registered in the District Sub Registrar, Dhanbad, recorded in Book I, Volume No.24, pages from 230 to 234, being Deed No. 7391 for the year 1988, said Sulochana Kanoria sold, conveyed and transferred her entire share of land measuring 42 decimal, more or less, being a portion of R.S. Dag Nos. 216, 217, 218, 219, 220, 222, 223 and 224 recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to Sant Bilas Singh.
- G. By a Deed of Sale dated 27thDecember, 1988, registered in the District Sub Registrar, Dhanbad, recorded in Book I, Volume No.48, pages from 386 to 390, being Deed No. 12488 for the year 1989, said Pramod Kumar sold, conveyed and transferred land measuring 7 decimal, more or less, out of his share being a portion of R.S. Dag Nos. 216, 217, 218, 219, 220, 222, 224 and 225 recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to Arun Kumar Singh.
- H. By a Deed of Sale dated 27th December, 1988, registered in the District Sub Registrar, Dhanbad, recorded in Book I, Volume No.58, pages from 69 to 72, being Deed No. 12489 for the year 1988, said Pramod Kumar sold, conveyed and transferred land measuring 7 decimal, more or less, out of his share being a portion of R.S. Dag Nos. 216, 217, 218, 219, 220, 222, 224 and 225 recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to Sant Bilas Singh.
- I. By a Deed of Sale dated 27th December, 1988, registered in the District Sub Registrar, Dhanbad, recorded in Book I, Volume

SURAMA PROJECTS LIMITED

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DIRECTOR

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STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt. Ltd.

Director

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SHREE BALAJEE MULTI BUILDERS (P) LIMITED

No.58, pages from 73 to 77, being Deed No. 12490 for the year 1989, said Pramod Kumar sold, conveyed and transferred land measuring 7 decimal, more or less, out of his share being a portion of R.S. Dag Nos. 216, 217, 218, 219, 220, 222, 224 and 225 recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to Arun Kumar Singh.

Said Sant Bilas Singh died *intestate* leaving behind surviving his two sons namely Ajay Kuamr Singh and Arun Kumar Singh as his only legal heirs and successors who jointly and equal share inherited the right, title and interest of the said Late Sant Bilas Singh's Property.

Said Ajay Kumar Singh became the owner of land measuring 66.50 decimal, more or less, being a portion of R.S. Dag No. 216, 217, 218, 219, 220, 222, 223, 224 and 225, recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand.

Said Arun Kumar Singh became the owner of land measuring 38.50 decimal more or less, being a portion of R.S. Dag No. 216, 217, 218, 219, 220, 222, 223, 224 and 225, recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand.

M. By a Deed of Sale dated 19th March, 2005, registered in the District Sub Registrar, Dhanbad, recorded in Book I, being Deed No. 2363 for the year 2005, said Ajay Kumar Singh and Arun Kumar Singh jointly sold, conveyed and transferred land measuring 19.80 decimal, more or less, out of their share being a portion of R.S. Dag No. 220 recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to Bandana and Rajesh Kumar Thakur (Owner No. 4 and 5 herein).

By a Deed of Sale dated 15th February, 2006, registered in the District Sub Registrar, Dhanbad, recorded in Book I, Volume No.23, pages from 256 to 262, being Deed No. 1106 for the year 2006, said Ajay Kumar Singh sold, conveyed and transferred land measuring 8.37 decimal, more or less, out of his share being a portion of R.S. Dag Nos. 222 and 223 recorded under Khata No.1,

SURAMA PROJECTS LIMITED

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HREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt. Ltd

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DIRECTOR

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N.

Directo

in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to Urmila Devi.

O. By a Deed of Sale dated 17th June, 2008, registered in the District Sub Registrar, Dhanbad, recorded in Book I, being Deed No. 7115 for the year 2008, said Ajay Kumar Singh and Arun Kumar Singh jointly sold, conveyed and transferred land measuring 16.50 decimal, more or less, out of their share being a portion of R.S. Dag Nos. 216, 217, 218, 219, 220, 222, 223 and 224 recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to Pramod Kumar Agarwal.

By a Deed of Sale dated 30th March, 2010, registered in the District Sub Registrar, Dhanbad, recorded in Book I, being Deed No. 4451 for the year 2010, said Pramod, Kumar Agarwal sold, conveyed and transferred his entire share of land measuring 16.50 decimal, more or less, being a portion of R.S. Dag Nos. 216, 217, 218, 219, 220, 222, 223 and 224 recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to M/S. Shree Balajee Multi Construction Private Limited.

By virtue of a Deed of Sale dated 29th December, 2010, registered in the District Sub Registrar, Dhanbad, recorded in Book I, Volume No. 523, pages from 279 to 316, being Deed No. 16873 for the year 2010, One Ajay Kumar Singh & Arun Kumar Singh being the Vendors therein jointly sold, conveyed and transferred land measuring 30.63 decimal, more or less, being a portion of R.S. Dag Nos.216, 217, 218, 219, 220, 222, 223 and 224 recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to the M/S. Shtree Balajee Multi Builders Private Limited (**Owner No.1 herein**) herein free from all encumbrances.

By virtue of a Deed of Sale dated 29th December, 2010, registered in the District Sub Registrar, Dhanbad, recorded in Book I, Volume No. 523, pages from 317 to 348, being Deed No. 16874 for the year 2010, said Ajay Kumar Singh & Arun Kumar Singh being the Vendors therein again jointly sold, conveyed and transferred land measuring 29.70 decimal, more or less, being a portion of R.S. Dag Nos. 216, 217, 218, 219, 220, 222, 223 and 224 recorded under Khata No. 1 in Mouza Kolakushma, Mouza No.

SURAMA PROJECTS LIMITED

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DIRECTOR

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R.

Director

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt Ltd.

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12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to the Owner No.1 herein, free from all encumbrances.

By virtue of a Deed of Sale dated 19th November, 2011, registered in the District Sub Registrar, Dhanbad, recorded in Book I; Volume No. 496, pages from 243 to 260, being Deed No. 15017 for the year 2011, One Urmila Devi sold, conveyed and transferred land measuring 8.37 decimal, more or less, being a portion of R.S. Dag Nos. 222 and 223 recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to the Owner No.1 herein, free from all encumbrances.

By virtue of a Deed of Sale dated 9th August, 2016, registered in the District Sub Registrar, Dhanbad, recorded in Book I, being Deed No. 4529 for the year 2016, M/S. Shree Balajee Multi Construction Private Limited sold, conveyed and transferred land measuring 5 decimal, more or less, out of its share being a portion of R.S. Dag No.220 recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to Meena Agarwal, free from all encumbrances.

By virtue of a Deed of Sale dated 16th August, 2016, registered in the District Sub Registrar, Dhanbad, recorded in Book I, being Deed No. 4722 for the year 2016, M/S. Shree Balajee Multi Construction Private Limited sold, conveyed and transferred land measuring 11.50 decimal, more or less, out of its share being a portion of R.S. Dag Nos. 216, 217, 218, 219, 220, 222, 223 and 224 recorded under Khata No. 1, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, Jharkhand to Prakash Kumar Agarwal, free from all encumbrances.

By virtue of a Deed of Conveyance dated 9th July, 2020, registered in the District Sub Registrar, Dhanbad, recorded in Book I, Volume No. 305, pages from 93 to 148, being Deed No. 2721 for the year 2020, One Prakash Kumar Agarwal sold, conveyed and transferred land measuring 1.69 decimal, more or less, being a portion of C.S. Dag No. 222 appertaining to R.S. Dag No.224 recorded under C.S. Khata No. 1 appertaining to R.S. Khata No. 708 to the Owner No.1 herein, free from all encumbrances.

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SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

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DIRECTOR

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V.

Director

Director

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By virtue of a Deed of Conveyance dated 18th March, 2020, registered in the District Sub Registrar, Dhanbad, recorded in Book I, Volume No. 238, pages from 323 to 424, being Deed No. 2073 for the year 2020, One (1) M/S. Shree Balajee Multi Builders Private Limited, (2) Prakash Kumar Agarwal and (3) Meena Agarwal jointly sold, conveyed and transferred land measuring 21.30 decimal, more or less, out of their share being a portion of C.S. Dag Nos.216, 223, 224 and 220 appertaining to R.S. Dag Nos. 213, 214, 225, 226, 227 and 231 recorded under C.S. Khata No. 1 appertaining to R.S. Khata Nos. 24 and 708 to M/S. Stoneridge Ventures Private Limited (**Owner No. 2 herein**), free from all encumbrances. The land details of this transfer are given below in a tabulated form:

Dag No.	Khata No.	Area Remaiing Owner No.1 (Dec.)
C.S. Dag No. 122 corresponding to R.S. Dag No. 224	C.S. Khata No.1 Corresponding to R.S. Khata No.708	6.31
C.S. Dag No. 223 corresponding to R.S. Dag No. 225	C.S. Khata No.1 Corresponding to R.S. Khata No.708	7.00
C.S. Dag No. 220 corresponding to R.S. Dag No. 231	C.S. Khata No.1 Corresponding to R.S. Khata No.708	23.82
C.S. Dag No. 218 corresponding to R.S. Dag No. 229	C.S. Khata No.1 Corresponding to R.S. Khata No.708	1.50
C.S. Dag No. 219 corresponding to R.S. Dag No. 230	C.S. Khata No.1 Corresponding to R.S. Khata No.708	2.28
C.S. Dag No. 222 corresponding to R.S. Dag No. 264	C.S. Khata No.1 Corresponding to R.S. Khata No.708	1.69
Total sold area		42.60

For Dhiraj Trafin Pvt. Ltd.

STONERIDGE VENTURES PVT LTD

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

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DIRECTOR

Director

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SURAMA PROJECTS LIMITED

The Ichner Maleu Burda	Dag No.	Khata No.	Area sold by Owner No.1 (Dec.)	Area sold by Prakash Kumar Agarwal (Dec.)	Area sold by Meena Agarwal (Dec.)	Area Purchased by Owner No.2 (Dec.)
45.5	C.S. Dag No. 216 correspon ding to R.S. Dag No. 213	C.S. Khata No.1 Correspon ding to R.S. Khata No.24	6.16	0.84	0	7
DIRECTOR	C.S. Dag No. 216 correspon ding to R.S. Dag No. 214	C.S. Khata No.1 Correspon ding to R.S. Khata No.24	4.57	0.43	0	5 n
Poolin Agore	C.S. Dag No. 223 correspon ding to R.S. Dag No. 225**	C.S. Khata No.1 Correspon ding to R.S. Khata No.708	4	0	0	4
rector	C.S. Dag No. 224 correspon ding to R.S. Dag No. 226	C.S. Khata No.1 Correspon ding to R.S. Khata No.708	0.93	0	0	0.93
	C.S. Dag No. 224 correspon ding to R.S. Dag No. 227	C.S. Khata No.1 Correspon ding to R.S. Khata No.708	1.50	0	0	1.50
Director	C.S. Dag No. 220 correspon ding to R.S. Dag No. 231	C.S. Khata No.1 Correspon ding to R.S. Khata No.708	1.36	0	1.51 sold area	2.87 21.30

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

ror Dhiraj Trafin Pvt. Ltd.

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By virtue of a Deed of Conveyance registered in the District Sub Regist Х. 18th March, 2020, ated ad, recorded in SURAMA PROJECTS LIMITED

Director

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SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt. Ltd.

Book I, Volume No. 238, pages from 425 to 526, being Deed No. 2074 for the year 2020, One (1) M/S. Shree Balajee Multi Builders Private Limited, (2) Prakash Kumar Agarwal and (3) Meena Agarwal jointly sold, conveyed and transferred land measuring 21.30^{**}decimal, more or less, out of their share being a portion of C.S. Dag Nos. 223, 224, 217, 218, 219 and 220 appertaining to R.S. Dag Nos. 225, 226, 227, 228, 229, 230 and 231 recorded under C.S. Khata No. 1 appertaining to R.S. Khata No. 708 to M/S. Dhiraj Trafin Private Limited (**Owner No. 3 herein**), free from all encumbrances. The land details of this transfer are given below in a tabulated form:

In the above mentioned events and circumstances(1) M/S. Shree Balajee Multi Builders Private Limited, (2) M/S. Stoneridge Ventures Private Limited, (3) M/S. Dhiraj Trafin Private Limited, (4) Rajesh Kumar Thakur & (5) Bandana Thakur are the absolute owners in respect of ALL THAT piece and parcel of land measuring 105 (one hundred and five) decimal, being the portion of C.S. Dag Nos. 216, 217, 218, 219, 220, 223 and 224 appertaining to R.S. Dag Nos. 213, 214, 228, 229, 230, 231, 225, 226 and 227 recorded in C.S. Khata No. 1 appertaining to R.S. Khata Nos. 24 and 708, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-RegistryofficeDhanbad, District Dhanbad, (hereinafter referred to as the "Said Property", more fully described in the First Schedulehereunder).

Director	Dag No.	Khata No.	Area sold by Owner No.1 (Dec.)	Area sold by Prakash Kumar Agarwal (Dec.)	Area sold by Meena Agarwal (Dec.)	Area Purchased by Owner No.3 (Dec.)
	C.S. Dag No. 223 correspon ding to R.S. Dag No. 225	C.S. Khata No.1 Correspon ding to R.S. Khata No.708	2.5	1.5	0	4
Director	C.S. Dag No. 224 correspon ding to R.S. Dag No. 226	C.S. Khata No.1 Correspon ding to R.S. Khata No.708	0	1.07	0	1.07
	SURAMA PRO	JECTS LIMITED	1 (2) A (2)	Contraction of		

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C.S. Dag	C.S. Khata	1.22	1.28	0	2.50
No. 224	No.1				
correspon	Correspon				
ding to	ding to				
R.S. Dag	R.S. Khata				
No. 227	No.708				
C.S. Dag	C.S. Khata	1.57	0.43	0	2
No. 217	No.1				
correspon	Correspon				
ding to	ding to				
R.S. Dag	R.S. Khata				
No. 228	No.708				
C.S. Dag	C.S. Khata	1.66	0.84	0	2.50
No. 218	No.1				
correspon	Correspon				
ding to	ding to			-	
R.S. Dag	R.S. Khata				
No. 229	No.708				
C.S. Dag	C.S. Khata	1.24	1.68	0	2.92
No. 219	No.1	and some trail			
correspon	Correspon				
ding to	ding to				
R.S. Dag	R.S. Khata			the state is the	
No. 230	No.708				
C.S. Dag	C.S. Khata	0	1.74	3.49	5.23
No. 220	No.1		in the tone of	and hard	
correspon	Correspon				
ding to	ding to				
R.S. Dag	R.S. Khata	THE PARTY	No.	P. TR. State	
No. 231	No.708	1.00			1.00
C.S. Dag	C.S. Khata	1.08	0	0	1.08
No. 219	No.1		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		
correspon	Correspon				
ding to	ding to				
R.S. Dag	R.S. Khata				
No. 230	No.708				01.00
			Total	sold area	21.30

SURAMA PROJECTS LIMITED ulu Director

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SHREE BALAJEE MULTI BUILDERS (P) LIMITED

Director

STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt Ltd.

Director



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Dag No.	Khata No.	Area Remaiing Owner No.4 & 5 (Dec.)
C.S. Dag No. 122 corresponding to R.S. Dag No. 220	C.S. Khata No.1 Corresponding to R.S. Khata No.708	19.80

The Developer herein on being approached and requested by the Owners and also relying on the various representations and assurances given by the Owners with respect to the marketable title of the Said Property, has agreed to undertake and carry out development of the Said Property, morefully described in the **First Schedule** hereunder written and it has been decided and agreed by the Parties that, the Developer shall develop the Said Property by constructing a ready to use residential cum commercial building/s (**Project**) comprising of various units, flats, etc. capable of being held and enjoyed independently, on the agreed terms and conditions.

AA. The Parties hereto have agreed to record in writing the various terms and conditions for Development of the "Said Property" and construction of the proposed Project at or upon the land comprised therein as hereinafter contained.

NOW THIS AGREEMENTWITNESSETH and it is hereby mutually agreed and declared by and between the Parties hereto as follows:-

- 1. **DEFINITIONS:**In these presents, unless it is contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -
- 1.1 **"Applicable Law**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
- 1.2 "Approvals" shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for

SURAMA PROJECTS LIMITED

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SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

or Dhiraj Trafin Pvt. Ltd.

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sanction of Plans, construction, development, ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;

"Association" shall mean any association, syndicate, committee, 1.3 company which would comprise body, society or one representative from each Units of the Complex as its members and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer for the purpose of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise; DIRECTOR

"Owners" shall mean and include (1) M/S. Shree Balajee Multi Builders Private Limited, (2) M/S. Stoneridge Ventures Private Limited, (3) M/S. Dhiraj Trafin Private Limited, (4) Rajesh Kumar Thakur and (5) Bandana and their successor or successors in interest and/or successors-in-office. Details of proportion of land ownership among owners:

Owner No	Name	Proportion	Land Area Share (Dsml)
1 .	SHREE BALAJEE MULTI BUILDERS PRIVATE LIMITED	40.571%	* 42.60
2	STONERIDGE VENTURES PRIVATE LIMITED	20.286%	21.30
3	DHIRAJ TRAFIN PRIVATE LIMITED	20.286%	21.30
4 & 5	RAJESH KUMAR THAKUR & BANDANA THAKUR	18.857%	19.80
	Total	100.000%	105.00

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STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt. Ltd.

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"Developer" shall mean and include M/S. SURAMA PROJECTS LIMITED, and its successor orsuccessors in interest and/orsuccessors-in-office.

1.6 "Said Property" shall mean and include ALL THAT piece and parcel of land measuring 105 (one hundred and five) decimal, being the portion of C.S. Dag Nos. 216, 217, 218, 219, 220, 223 and 224 appertaining to R.S. Dag Nos. 213, 214, 228, 229, 230, 231, 225, 226 and 227 recorded in C.S. Khata No. 1 appertaining to R.S. Khata Nos. 24 and 708, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad, more fully described in the First Schedule hereunder written.

1.7 **"Project**" shall mean and include buildingsconsisting of residential Flats, parking spaces and commercial spaces to be constructed at or upon Land comprised in the "Said Property" as per the

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Director

sanctioned plan to be issued and/or approved by the competent authority and as per the Building Rules.

- 1.8 "**Units**" shall mean and include the Flats (shall mean and include independent housing units with separate facilities for living, cooking and sanitary requirements, distinctly separated from other residential units within a building, which is directly accessible from an outer door or through an interior door in a shared hallway. and not by walking through the living space of another household), Commercial Unitsand Garage, which would be available for independent use and occupation at the said Project.
- 1.9 "**Carpet Area**" of the Units mean and include the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and the same subject to amendment as per the local municipal body and the prevailing state government statutes.
- 1.10 **"Commercial Units**" shall mean and include shops, show rooms, offices and other spaces meant for commercial use.
- 1.11 "Garage" shall mean a place within the project having a roof and walls on three sides for parking any vehicle but does not include an unenclosed or uncovered parking space such as open parking areas.
- 1.12 "**Development Work**"shall mean and include development of the "Said^{***} Property" comprised therein and construction of the proposed Project thereat by the Developeras per the Sanctioned Plan and also as per the Municipal laws and the Building Rules.
- 1.13 **"Sanctioned Plan"** shall mean and include the building Plan which shall besanctioned and/or approved by the competent authority as also all other concerned government authorities for construction in one or more phases in respect of the proposed Project as also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.
- 1.14 "**Common Parts**" shall mean and include the common parts and areas of the Projectincluding entrances, corridors, lobbies, landings, stairs, paths, passages, ways, roof top solar power installation, underground and overhead water reservoirs, water pipes, water Pump and motor, Lifts, Lift well, Lift machine rooms and the sewerage and dramage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at

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the Project but shall not include the roof and the open spaces on the Ground floor level of the Project which are not identified as Common Areas by the parties herein.

- 1.15 "Owner's Allocation": the Owners herein shall be entitled to (i) for residential complex 40% (forty percent) of the Residential Sanctioned Area of the Units comprised in the Project and (ii) For commercial complex 50%(fifty percent) of the Commercial Sanctioned Area of the Units comprised in the Said Project. Aseparate Allocation Agreement shall be executed between the parties in the above terms as mentioned herein after approval of sanction plan from the competent authority.
- 1.16 "Developer's Allocation": Developer shall be entitled to (i) for residential complex 60% (sixty percent) of the Residential Sanctioned Area of the Units comprised in the Project and (ii) For commercial complex 50%(fifty percent) of the Commercial Sanctioned Area of the Units comprised in the Said Project. A separate Allocation Agreement shall be executed between the parties in the above terms as mentioned herein after approval of sanction plan from the competent authority.
- 1.17 "Total Sale Proceeds" shall mean and include the amounts as received, may **be realised and/or collected by the Owner/Developer from the intending buyers towards consideration against "Flats", "Commercial Units" and "Garage" etc. including but not limited to preferred location charges, floor escalation charges nomination/cancellation charges, which will be tendered the intending buyer/s either in part or full, by as applicable, excluding the **excluded receipts** specifically mentioned in clause no.14.4 hereunder.
- 1.18 **"Escrow Bank Account"** shall mean the Bank Account to beseparatelyopened by the Owner and the Developer as provided in *clause 15* hereunder.
- 1.19 "Architect" shall mean the Architect/s who may be retained and/or appointed by the Developerfor designing and planning of the said development work as also for supervising the carrying out of the said development work and construction of the proposed Project as per the sanctioned planas also the Municipal laws and the Building Rules.
- 1.20 **"Buyers"** shall mean and include the intending Buyers/ Transferees of flats, commercial units andother saleable spaces, at the Project.
- 1.21 "**Competent Authority**" shall mean and include the Kolkakushma Corporation as also any other authorities empowered to approve

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Director

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SHREE BALAJEE MULTI BUILDERS (P) LIMITED

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DIRECTOR

For Dhiraj Trafin Pvt. Ltd. Director

and/or sanction the building plan by or under any law for the time being in force. And shall also include all other authorities as applicable for completion of the Project.

- 1.22 **"Development Rights**" shall mean the right, power, entitlement, authority, sanction and permission of or being hereby granted to the Developer to:
 - enter upon and take permissive possession of the Said Property from the Owners for the purpose of development and construction of the Project/Complex thereon in accordance with the terms of this Agreement;
 - appoint, employ or engage Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry development out the and construction of the Project/Complex in accordance with the Approvals;
 - to carry out all the infrastructure and related works / constructions for the Complex, including water storage facilities, water mains, sewage lines, septic tank, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built-up area to be constructed on the Said Property as may be required by the Architects of the Project in view of any Approvals, layout plan, or order of any Governmental Authority;
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SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt Ltd

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DIRECTOR

to launch the Project for booking and receive advances and all other receivables including deposits for sale and transfer or otherwise of Developer's Allocation Units and/or saleable areas in the Project/Complex and the Said Property from the intending purchasers and transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of Developer's Allocation Units and/or saleable areas and related undivided interests in the Said Property and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements of transfer with all intending purchasers in respect of Developer's Allocation Units and/or saleable areas in the Project/Complex and the Said Property, to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefor and transfer ownership, possession, use or occupation of Developer's Allocation

SURAMA PROJECTS LIMITED

irector

Units and/or sealable areas comprised in the Project to the respective intending purchasers/ transferees;

necessary, legal and statutory writings, Execute all documentations including agreements and the affidavits and/or gift deeds/ Deed of declarations, Exchange for amalgamation of any adjoining property with the Said Property (if required) and/or gift deeds for* sanction of Plans, licensing or sale of Developer's Allocation Units and/or saleable areas as envisaged herein and appear, admit execution of and present for registration before the jurisdictional Registrar or Sub-Registrar the documents for the same;

manage the Project and the Common Areas, Installations and Facilities constructed upon the Said Property and also to form the Association and thereafter, to transfer / assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association;

apply for and obtain any Approvals in its name or in the name of the Owner, as the case may be, including any temporary connections of water, electricity, drainage, sewerage and any other connection in the name of the Owner for the purpose of development and construction of the Project;

- (viii) generally any and all other acts, deeds and things incidental or ancillary for the development of the Complex as more elaborately stated in this Agreement;
- 1.23 **"Force Majeure**" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project which beyond the control of any of the parties;

2 INTERPRETATIONS:

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DIRECTOR

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt. Ltd.

Director

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- 2.1 Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.
- 2.2 Any covenant by the Developer and/or the Qwnet not to do or commit any acts deed or thing shall mean and include their

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Director

respective obligations not to permit such act or thing to be done or committed.

- 2.3 Reference to recitals, articles, clauses and the schedules shall be deemed to be reference for those in this Agreement.
- 2.4 The paragraph headings used in this Agreement are for convenience only and shall form part of this Agreement but not control the construction or interpretation of the clauses under the headings.
- 2.5 The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.
- 2.6 In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.

3 PURPOSE, APPOINTMENT AND DATE OF COMMENCEMENT

3.1 Purpose

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SHREE BALAJEE MULTI BUILDERS (P) LIMITED

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- 3.1.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owner with respect to the Said Property in favour of the Developer, the nature of the Project to be developed and completed by the Developer and the respective rights and obligations of the Parties.
- 3.1.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.
- 3.1.3 The parties shall agree that after the execution of this agreement will mutually finalize the propose design and plan for sanction of the said project and also execute a separate Allocation Agreement as mentioned above in clause 1.15 and 1.16.
- 3.1.4 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet explore and agree to any alternative solutions depending upon the

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Director

changed circumstances, but keeping in view the spirit and objectives of this Agreement.

3.2 **Appointment:** The Parties hereby accept all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner hereby appoints the Developer as the Developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.

3.3 **Commencement:**This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain valid and binding till the completion of the Project (which shall mean and include development of the Said Property by constructing ready to use building/s, complex comprising of various independent flats, units, garage, in habitable and useable condition)and also till the commercial exploitation of the Project either in full or as to be decided by and between the Parties.

MUTUAL COVENANTS:

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DIRECTOR

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- 4.1 The Owner and the Developer jointly and severally representand covenant with each other as follows:
 - (a) The Parties are competent and have undisputed authority to enter into this Agreement and both the Owner and Developer are competent to perform their respective obligations hereunder.
 - (b) This Agreement constitutes valid, legally binding and enforceable obligations;
 - (c) Both the Owner and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development of the Said Propertyin such manner as contemplated in this Agreement; and
 - (d) The execution and/or performance of this Agreement will not conflict with or cause a breach of or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument binding upon the Owner and/or the Developer. In other words the mutual obligations and covenants as envisaged in this Agreement shall remain valid, undisturbed, binding on both the Parties, unless either of the Party is barred by any Order, Decree, Judgment

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of any court of competent jurisdiction which directly or in directly affect the Said Property and/or this Agreement.

OWNER'S REPRESENTATIONS: The Owner declares and confirms to have made the under-mentioned various representations and assurances to the Developer.

5.1 The Ownersarethe soleand absolute ownersin respect of the "SaidProperty", more fully described in the **FirstSchedule** hereunder written.

5.2 The "Said Property" is free from all encumbrances, mortgages, charges, *liens*, *lispendens*, claims, demands, liabilities, attachments, leases, tenancies, debutter, wakf and trusts whatsoever created made done or suffered by the Owners or Owner's predecessors-in-title.

5.3 The Ownerhasfull power and absolute authority to enter into the instant Development Agreement as also to entrust the Developer for the development of the "Said Property" and that there are no bar or restrain order of any Court of Law nor any other impediment of any nature for the Owner to entrust the development of the "Said Property" to the Developer as per the terms herein recorded.

5.4 The Ownershavenot entered into any other Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "Said Property" which is subsisting on the date of execution hereof.

5.5 The Land Revenue, municipal corporation taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "Said Property" and the land comprised therein, have been paid up to date by the Owner and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement the Owner herein shall pay the same and in this regard. The Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owner, subject to the term that the Owner shall pay and/or reimburse the same to the Developer for the period it is liable in terms of this Agreement.

5.6 The "Said Property" isnot affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may adversely affect the "Said Property" and or the development thereof.

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- 5.7 The "Said Property" is not adversely affected by any notice or proceeding under the provisions of The Jharkhand Bhoodan Yagna Act, 1954.
- 5.8 There are no subsisting agreement or arrangement entered into by the Owners concerning sale, mortgage, lease, tenancy or otherwise transfer of the "Said Property" or any part thereof nor is there subsisting any dealing of the Owners with the same in any manner, whatsoever;
- 5.9 The "Said Property" and/or the land comprised therein is not adversely affected by any provision of the Jharkhand Bhoodan Yagna Act, 1954.

DEVELOPER'S REPRESENTATIONS:

- 6.1. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new buildings.
- 6.2. The Developer has sufficient means of necessary finance for carrying out the development of the "Said Property" and/or construction of the said Project thereat.
- 6.3. The Developer shall carry out and complete the development in respect of the "Said Property" and/or construction of the said Project in phases and the same strictly in accordance with the plan to be obtained/ sanction from and/or approved by the competent authority and the same as per the relevant Municipal Laws as may be applicable and building Rules relating to the development of immovable properties and/or construction of new Project and further strictly as per the provisions contained in these presents.

7. DEVELOPMENT WORK:

- 7.1. The Ownersbeing desirous of development of the Said Propertyhas duly appointed and/or hereby appoints the Developer as the Developer and/or Builder and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "Said Property" and construction of the said Project thereat as per the sanctioned plan and on the terms and conditions herein recorded.
- 7.2. The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "Said Property" and further agree to undertake and carryout the said project project of the "Said Property" and construction of the proposed Project as per the Sanctioned Plans thereat in the manner and within the time and on the terms and conditions herein recorded.

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Director For Dhiraj Trafin Pvt. Ltd.

7.3. The Owner hereby agreesto allow the Developer to undertake development of the "Said Property" in accordance with the 'Sanctioned Plan'.

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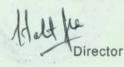
For Dhirai Trafin Pvt Ltd.

- 7.4. The Development contemplated in this Agreement is not in the nature of a Partnership or an Association of Persons as contemplated either under the Indian Partnership Act, 1932 or under the Income Tax Act, 1961 or an agency or a joint ownership or any other legal relationship between the parties hereto except as specifically provided herein.
- 7.5. The Owner should be allowed uninterrupted and unhindered right to inspect the development of the Developer during normal working hours.
- 7.6. It is hereby expressly agreed by and between the parties hereto that the possession of the "Said Property" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.
- 7.7. The Parties hereby declare and confirm that by virtue of the Developer entering upon the "Said Property" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "Said Property" for development. It is expressly agreed and declared that juridical possession of the "Said Property" for development shall vest in the Owner until such time the development is completed in all regards.

8. DEVELOPER'S OBLIGATIONS/COVENANTS:

- 8.1. In consideration of the property aforesaid and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the Development Work of the "Said Property" and/or construction of the said Project in one or more phases and the same in accordance with the sanctioned plans and as per the municipal laws and building rules and upon observing fulfilling and performing all the terms and conditions of this Agreement.
- 8.2. The Developer shall duly apply for and obtain necessary plans duly sanctioned by the competent authority as also all necessary permissions, clearances, approvals and No objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "Said Property" and/or construction of the said Project in one or more phases as per provision of Municipal Laws. The Developer shall cause to be prepared the plans for construction of the

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Complex by causing and ensuring the consumption of maximum permissible Floor Area Ratio (FAR).

- 8.3. The Developer shall also be responsible for soil testing, ground leveling, construction of boundary walls and construction of approach road to the project at its own costs.
- 8.4. The Developer herein, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "Said Property" and/or construction of the said Project and in this respect, the Owner shall not in any manner be liable or responsible.
 8.5. The Developer shall not require the Owner to provide finance for
 - . The Developer shall not require the Owner to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "Said Property" and/or construction of the proposed Project.
 - 8.6. The development of the "Said Property" and/or construction of the saidProject shall be made in one or more phases and the same complete in all respect including installation of lifts, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and under-ground water reservoirs and all other common parts. All the Flatsand Commercial Units in the said Project shall be made habitable in accordance with the agreed Specifications mentioned in the **Second Schedule** hereunder written.
- 8.7. The development work and/or construction of the said Project shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the **Second Schedule** hereunder written and also as may be approved and recommended by the Architect. In carrying out the construction of the said Project, the Developer shall use the steel and cement strictly as per the agreed Specifications and otherwise as per sizes and quality as may be recommended by the Architect. It is made clear that no substandard material shall be used for carrying out or completing the construction of the said Project.

8.8. The Developer herein shall solely be responsible for the structural stability of the building and for the soundness of the construction and be liable for all claims and actions, which may arise due to deviation from the sanctioned plan and/or infringement or violation of the municipal laws or other state daws, and/or in respect of workmanship or quality of materials used and/or for

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any delay or default in respect of the construction and completion of the Project and/or for any delay or default pertaining to the Occupancy Certificate and other clearances and permissions in respect of the Project.

- 8.9. The Developer shall keep the Owners indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the "Said Property" and/or construction of the said Project.
- 8.10. The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the Project and shall also obtain necessary occupation certificate from the Municipality as be required under the statutes.
- 8.11. The Developer herein shall, unless prevented by Force Majeure reasons, (a) carry out and complete the development of the "Said Property" and construction of the Project and (b) obtain completion certificate from the Architect of the Project and also (c) apply for occupancy certificate in respect of the project from the Municipality and/or the competent authority, all positively within 48 (forty eight) months from the date of approval and/or sanction of the Plans
- 8.12. in respect of the proposed building from the Competent Authority with a grace period of 6 (six) months (hereinafter referred to as the **"Project Completion Date"**).
- 8.13. The Developer shall complete the construction work of the said Project within the period as contemplated in *Clause*8.11 hereinabove. In case the construction work is stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.
- 8.14. The Developer herein shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the force majeure causes. The obligations of the Developer shall remain suspended during the duration of the force majeure.
- 8.15. The Developer herein shall, notwithstanding anything to the contrary contained in this Agreement, solely be responsible for planning the project, development of the "Said Property" and construction of the proposed Project, making publicity and marketing the project and also selling or otherwise disposing of the Developer's Allocation "Flats" and "Commercial Units" and also

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"other saleable spaces" of the Project and for management, maintenance and administration of the Project and its Common Parts until handing over to the Association and to observe, fulfill and perform all the terms and conditions hereof in connection therewith.

9. OWNER'S OBLIGATIONS/COVENANTS

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SHREE BALAJEE MULTI BUILDERS (P) LIMITED

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For Dhiral Trafin Pvt. Ltd.

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- 9.1. The Owner herein shall bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "Said Property" till the date of execution of this Agreement.
- 9.2. The Owner shall maintain good and marketable title in respect of the "Said Property" till the sale of the proportionate share in the "Said Property" in favour of the intending buyers and further duly reply and comply with the reasonable requisitions as may from time to time be madeby or on behalf of the intending buyers and/or bankers.
- 9.3. The Owner shall as per its obligation, render its best co-operation and assistance to the Developer in the matter of the Developer commencing, carrying out and completing the development of the "Said Property" and/or construction of the said Project, as may from time to time be necessary or required.
- 9.4. The Owner shall not do nor permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "Said Property" and/or construction of the Said Project by the Developer.
- 9.5. The Owner shall always provide the original Deeds and all other title related original documents to the Developer as and when required by the Developer after the date of execution of this Agreement. The Developer shall return and handover all the original documents after completion of its necessity. However, the Owner shall also be duty bound to submit, produce for inspection of all original documents whenever is required by the Developer and/or any other intending purchasers before any bank and/or non-banking financial institution in order to facilitate financial accommodation in terms of **clause 17.1**.
- 9.6. The Owner shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining original Sanctioned Plan from the Competent Authority in the name of the Owners. The Owners shall

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Director

render all sorts of reasonable co-operation to the Developer, as may be required by the Developer to complete the intending development work of the "Said Property".

- 9.7. The Owner shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said Project and/or as may be required for carrying out and/or completing the said development work and/or construction of the Project.
- 9.8. The Owner shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Owner shall remain suspended during the duration of such Force Majeure.
- 9.9. It is further clarified that if any clearances, certificates, no objection certificates, conversions, mutations etc., in respect of the "Said Property" is required whether for the purpose of sanction or construction or anything relating thereto, the Developer shall obtain the same in the name of the Ownersat the costs and expenses of the Developer.
- 9.10. However, if any existing clearances, certificates, no objection certificates, conversions, mutations already obtained by the Owners and provided to the Developer are found to be defective or unlawfully obtained, the Developer would apply for and obtain the same in the name and at the risk and cost of the Owners. Provided also that in the event of the existing clearance Certificates, No-objection Certificates, Conversions and Mutations already obtained by the Owners are found to be defective or unlawful, should the Developer despite its efforts is not able to obtain such Clearance Certificates, No-objection Certificates, No-objection Certificates, No-objection Certificates, conversions and Butations and Mutations, the Developer shall not in any manner be liable for the same.

9.11. Powers and Authorities

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DIRECTOR

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

For Dhiraj Trafin Pvt Ltd. STONERIDGE VENTURES PVT LTD

Directo

9.11.1. **Power of Attorney for Building Plans Sanction:** The Owner shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Building Plans sanctioned / revalidated / modified / altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building/s.

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Director

- 9.11.2. **Power of Attorney for Construction and Sale of Units:** The Owner shall also grant to the Developer and/or its nominees a Power of Attorney for construction of the Building/s Complex/ Project and booking and sale of Developer's Allocated Units.
- 9.11.3. **Further Acts:** The Owner shall also from time to time grant further Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts, deeds, matters and things, to carry out development of the "Said Property" and construction of the Project in conformity with the terms and conditions of this Agreement. Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertakes that it shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement including but not limited to the documents as required for obtaining financial accommodation from any bank and/or financial institution.
 - 9.12. The Owner herein shall not in any manner encumber, sell or otherwise deal with the "Said Property" nor part with possession of the "Said Property", in any manner whatsoever. This will not however prevent the Owners to deal with the "Owner's Allocation" in terms hereof.

10. CONSTRUCTION WORK:

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SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

or Dhiraj Trafin Pvt. Ltd

Director

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- 10.1. The construction of the said Project shall be strictly as per the Municipal Laws and/or the Building rules, regulations and byelaws framed there under and the same strictly in accordance with the sanctioned plan. In this respect, the Developer shall keep the Owners absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said Project and/or any accident or untoward incident arising at the site due to construction and/or the said development work being in deviation from the sanctioned plans and/or in violation of the Municipal Laws and/or the Rules, regulations and bye-laws there under.
- 10.2. The Developer herein shall appoint and employ such masons, mistries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said Project as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries wages, and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said development work and/or construction of the Rroject and to comply with all

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applicable laws connected therewith and in this respect, the Owners shall not in any manner be responsible.

- 10.3. The Developer herein shall appoint the Architect at its discretion, as also retain and appoint Engineer and Contractor for carrying out of the said development work and/or construction of the Project, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the Owners shall not in any manner be liable.
- 10.4 The works of development of the "Said Property" and/or construction of the proposed Project by the Developer shall be by use of standard quality building materials and the same as per the recommendations of the Architects and also as per the specifications mentioned in the **Second Schedule** hereunder written.
- 10.5. Both the Parties shall exclusively be liable towards their part for registering itself and complying with all provisions of the Real Estates Regulation Act, 2016 and Rules made there under.(**RERA**)
- 10.6. The Developer hereby assures that the Owners would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction. The Developer shall obtain all necessary insurances in respect of the Project.

11. COSTS OF CONSTRUCTION:

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DIRECTOR

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt Ltd.

Director

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- 11.1. The Developer herein shall solely be responsible for carrying out the development of the "Said Property" and construction of the proposed Project.
- 11.2. The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing development of the "Said Property" and the construction of the proposed Project in one or more phases and the same as per the plan to be sanctioned and/or approved by the competent authority.
- 11.3. The parties have agreed that the Developer herein shall bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required approvals, permissions, clearances, no-objections and sanction of plan from the Municipality and/or the competent authority and other concerned Government authorities and/or departments and the Developer

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Director

herein shall bear the fees, remuneration and costs required to be paid to the Architects and Engineers.

- 11.4. It is agreed and made clear that the Owners herein shall not be responsible to bear and pay towards the costs of construction in respect of the planning or development of the "Said Property" and/or construction of the proposed Project.
- 11.5. The Parties have further agreed that so far as the costs of construction to be incurred and paid by the Developer as mentioned hereinabove the Developer hereto shall keep and maintain separate books of accounts in respect of the respective amounts respectively incurred or paid in respect of development of the construction of the said Project and/or the Project.

PUBLICITY & MARKETING

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For Dhiraj Trafin Pvt, Ltd.

Director

- **12.** 12.1 The parties herein mutually decide to market/advertise/promote the entire Project including the right to sell, transfer and otherwise dispose-off their respective Allocated Units and/or other constructed areas or spaces, Parking Spaces, commercial spaces and other facilities comprised in the Projecton such terms and conditions and at such prices as may be decided from time to time by the Parties. The Ownerand the Developer have jointly decided the basic sale price of each Unit. It has been agreed between the Parties that, neither party shall be entitled to sell any Unit below the basic sale price without mutual consent of each others in writing.
 - 12.2 The Developer may retain and appoint qualified agents for marketing and sales of the Project on such terms and conditions as the Developer would think proper. The terms of appointment shall be such that no preference on any account shall be given to any of the parties hereto and the marketing agent will be required to treat the parties hereto at par in all matters.
 - 12.3 The parties will be entitled to receive consideration/allotment money/advance consideration, etc. in its own name only in their respective Escrow Bank Account in respect of sale of their respective Allocated Units and other areas comprised in the Project and give receipts thereof and transfer ownership, possession, use or occupation of any such Units and/or spaces structures and other facilities to the persons intending to purchase the same.
 - 12.4 The Parties hereby agree, undertake and acknowledge that the Owner/Developer shall be entitled to enter into any arrangement or agreement for sale/allotment for sale, booking of their respective Allocated Unit, flat, apartment or any other space/area in the Project to be developed or constructed over the "Said

SURAMA PROJECTS LIMITED

Director

Property" and to accept or receive any request for booking or allotment of sale of any flat, apartment, Unit or any other space/area in the Project to be developed or constructed over the "Said Property".

12.5 The parties will ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or in conflict with any terms or provisions of this Agreement and/or the Applicable Laws. Moreover, the parties herein will be entitled to cause the publicity and marketing for sale of the Project. The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Owners/Developer for the sale and/or otherwise transfer of their respective Units comprised in the Said Project shall be appropriated by the respective Party excluding the receipts on account of (i) all payments made by the intending purchasers as reimbursement of GST (after adjustment of the availing input credit by the Developer) and other taxes, as may be applicable, (ii) all payments made by the intending purchasers towards payment of legal fees, stamp duties and registration charges for registration of their respective Agreement for Sale and Deed of Conveyance, corpus deposits and/or sinking funds for maintenance, deposits / expenses for formation of the Association and Maintenance Organisation, Common Expenses, municipal corporation taxes and deposits for the same, deposits and expenses for purchase, installation and maintenance of the common installations and facilities, charges / costs / expenses for additional work requested by any intending purchaser in his Unit, charges, out-pocket expenses and fees payable for changes / regularization completion under the Applicable Law and rules, etc., (iii) all payments made by the intending purchasers towards installation and maintenance of any facility in the Project for common enjoyment (all hereinafter collectively referred to as "the Excluded Receipts", morefully mentioned in clause 14.4 herein below), which shall be exclusively received by the Owners/Developer according to their allocation for its use of the respective purposes.

12.6 The publicity and marketing of the project of development of the building complex would be made and the costs on account thereof would be incurred in the manner and to the extent as the parties mutually decide from time to time.

13. SALE OF UNITS/PROJECT:

Director

13.1. The Developer would sell, transfer or otherwise dispose of the Developer's allocation Flats, Commercial units and Garage of the Project in favour of the interding buyers, on ownership basis and

SURAMA PROJECTS LIMITED

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DIRECTOR

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

for Dhiraj Trafin Pyt. Ltd. STONERIDGE VENTURES PVT LTD

Director

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the same on such terms and conditions as the Parties may mutually decide subject to the following terms and conditions:

- 13.2 The minimum rate at which the Flats or Commercial Units shall be sold or transferred shall be the basic sale price as be agreed between the Parties.
- 13.3 Photocopies of each allotment and/or agreement entered with any intending buyer/transferee shall be handed over on a monthly basis by the Parties for their accountability before the Jharkhand RERA Authority.
- 13.4 All Developer's Allocation sale deeds may be signed and registered by the Developer through the constituted attorney appointed by the Owner/s on the term that the immediate full consideration after all adjustments are deposited in Escrow Bank Account of the Parties as per this Agreement. However, the power and authorities as to be given by the Owner to the Developer and/or its representative shall always be subject to fulfillment of all obligations of the Developer towards the Owner.
- 13.5 It has been agreed that post the payment of the allotment money by the intending purchasers, the entirety of the Total Sale Proceeds including the earnest monies, part payments and consideration amounts, which the parties would from time to time receive and/or realize on account and in respect of sale of the several flats, commercial units and garage of their respective allocation in the Said Project would be taken in the irrespective Escrow Account and all buyers/transferees shall be notified in respect thereof and deposited in the said Escrow Bank Account of the parties as provided hereunder.
- 13.6 For the sale of the flats, commercial units and other saleable spaces of the Project as per **Clause 13.1** above, the parties will be entitled to enter into Agreements and/or contracts with the intending buyers and also to receive earnest moneys, part payments and consideration amounts to their respective Escrow Bank Account.
- 13.7 The Parties hereto hereby agree that all agreements, contracts, deeds and documents for sale of the Flats, Commercial Units and Garage of the Project shall be drawn up on terms, conditions and covenants as the Parties may decide and which the Project Advocate may approve.

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STONERIDGE VENTURES PVT LTD

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Directo

Director



13.8 The Parties hereto hereby further agree that at all times be entitled to install and/or affix hoardings, signage, bill-boards etc. at the "Said Property" of their said brand "_____".

This clause should be read in conjuncture with Clause 12.6 herein above.

14. ALLOCATION OF TOTAL SALE PROCEEDS

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SHREE BALAJEE MULTI BUILDERS (P) LIMITED

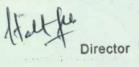
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For Dhiraj Trafin Pvt. Ltd.

Directo

DIRECTOR

- 14.1. The Parties have agreed that in consideration of the Owners entrusting the development of the "Said Property" and construction of the proposed Project to the Developer as per the terms herein recorded, the Owners herein shall be entitled to (i) for residential complex **40% (forty percent)** of the Residential Sanctioned Area of the Units comprised in the Project and (ii) For commercial complex **50%(fifty percent)** of the Commercial Sanctioned Area of the Units comprised in the Said Project which are allocated to the Owners in terms of **Clause 14.7** hereto. (all comprised in the "**Owner's Allocation**").
- 14.2. The parties have also agreed that in consideration of the Developer hereiff at its own costs undertaking and carrying out development of the "Said Property" as also construction of the proposed Project as also carrying out its other obligations herein recorded or arising here from, the Developer shall be entitled to (i) for residential complex **60% (sixty percent)** of the Total Sale Proceeds, defined below, of the Units comprised in the Project and (ii) For commercial complex **50%(fifty percent)** of the Total Sale Proceeds, defined below, of the Units comprised in the Project which are allocated to the Developer in terms of **Clause 14.7** hereto (all comprised in the "**Developer's Allocation**").
- 14.3. For the purpose of this Agreement the expression "Total Sale Proceeds" shall be as defined.
- 14.4. The Parties hereto hereby agree, declare and confirm that the term or expression "Total Sale Proceeds" shall not include the following amounts to be received, realised and recovered by the Owner/Developer from the Buyers of "Flats", "Commercial Units" and "Garage "towards deposits and other costs, charges and expenses:-
 - (a) Stamp duty, Registration fees and all other legal expenses as may be collected from the intending Buyers of the "Flats", Commercial Units and "Garage" as the Project;





- Cost of extra works to be carried out exclusively at the instance of the intending Buyers/Transferees of "Flats", Commercial Units and "Garage" at the Project;
- (c) The amounts towards reimbursement of Municipal Taxes, Works Contract, Service Tax, G.S.T. and other rates, taxes and outgoings which are received and/or realized from the intending Buyers/Transferees of the "Flats", Commercial Units and "Other Saleable Spaces" of the Project;
- (d) Amounts of deposit for Electricity Board, Association Formation Charges, Deposits/Security as may be collected from the intending Buyers/Transferees of "Flats", Commercial Units and "Other Saleable Spaces" of the Project;
- (e) Amounts which are received from the intending Buyers of Flats", Commercial Units and "Garage" on account of or as extras and other installations and facilities, legal fees, club membership, maintenance charges etc. and also those received as deposits/advances against rates, taxes and maintenance charges etc.
- 14.5. The Parties hereto have agreed that the Developer herein shall solely and exclusively be entitled to receive, realize and recover separately from the Buyers all Excluded Receipts, morefully mentioned in clause 14.4 above in its own bank account and further to deal with the same in the manner as the Developer shall at its discretion think proper and in this regard, the Owner herein shall not in any manner be accountable or responsible. However, all such excluded receipts, which are required to be handed over to the Association shall be handed over to the Association by the Developer, upon formation of such Association.
- 14.6. The Parties hereto have agreed that the areas and spaces so separately allotted shall be exclusively held by the respective allottees as the absolute Owners with absolute right to sell and appropriate the sale proceeds of the same. The Parties further undertake to sign, execute and/or register all documents in favour of each other in conformity of ownership right of each of them with respect to their respective allotment of unsold units.
- 14.7. The Developer shall immediately on completion of the Said Project, hand over the possession of Owner's allocation to the Owners. The Owner being so offered, the possession of Owner's allocation, would duly takeover possession as per the letter of possession to be issued by the Developer, provided however that despite the issuance of possession letter by the Developer, should the Owner fail or neglect to take possession of the Owner's Allocation of the

SURAMA PROJECTS LIMITED

Director

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DIRECTOR

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For Dhiraj Trafin Pvt. Ltd.

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Director

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Said Project to the Owner, it will be deemed that the Developer has duly made over possession of such allocation to the Owner. Be it mentioned herein that, the Owner and the Developer shall have the right to take independent decision with respect to their respective Unsold Units and shall be entitled to deal with the same in such manner as may deem fit and proper.

14.8. If in case, the Parties mutually decides to launch the sales of Units/Flats by the process of lottery, then and in such circumstance, the application money and the allotment money shall be received by the Parties separately in the irrespective Escrow bank account from the lottery applicants/buyers. After the process of lottery having being completed and after receipt of the entire allotment amount from the successful applicants/buyers, the parties would forthwith deposit the application amount and the allotment amount so received in the Escrow Bank Accounts and the amount received from the unsuccessful applicants would be refunded back to such applicants along with an interest amount (if any) as would be declared for such event before the lottery process by the Parties. In the event of any amount being forfeited from the lottery applicants/buyers due to any default, the same shall be appropriated by the respective Party at their own risks and consequences without any obligation or liability upon the other there for.

14.9. In the event of cancellation of booking of Flats and Commercial Units by the intending buyers, the parties hereto would be liable to return the refundable amount on account of such bookings in their respective proportion mentioned in **Clause 14.1 and 14.2** above. Provided however that, in case of cancellation of such bookings being on the grounds of delay or default on the part of the Developer and the intending buyers claiming interest, damages or compensation on account of such delay or default, the Developer herein shall solely be responsible for payment of such interest, damages or compensation, if any.

15. ESCROW BANK ACCOUNT:

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DIRECTOR

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

for Dhiraj Trafin Pvt. Ltd.

Director

15.1 Two separate escrow bank accounts will be opened by the Developer as well as the Owner for and on account of the Project and the same with such bank (**Escrow Banker**) as the Parties mutually think proper. The Parties herein shall operate such Bank Account and all the amounts as may from time to time be received and/or realized towards Total Sale Proceeds including earnest money, part payments and consideration amounts for and on account of sale or otherwise Transfer/chapter of the Flats and Commercial Units of the Project, space to the provision in

Director



Clause 14.9 above, shall be deposited in such Escrow Bank Accounts.

15.2 The Escrow Banker would be irrevocably authorised and instructed to disburse and distribute the amount, which would from time to time be deposited in their respective Escrow Bank Accounts to transfer in the separate Bank Accounts respectively of the Owners and the Developer as per their allocationas mentioned in clause nos. **14.1 and 14.2**.

- 15.3 It is agreed and made clear that the amounts which would be received, realized and recovered by the Developer from the Buyers of the "Flats", "Commercial Units" and "Garage" towards Excluded Receipts, mentioned in clause 14.4 above, shall not be deposited in the above Escrow Bank Account but the same shall be encashed by the Developer in its own bank account and further be dealt by the Developer in the manner as it would think proper as provided in Clause 14.5 hereinabove.
- 15.4 The Parties have agreed that the Developer herein shall, after receiving Rs.1,00,00,000/- (Rupees one crore) as refundable or adjustableof Security Deposit in terms of **Clause 16.2** hereto, be entitled to change the said arrangement for transfer and disbursement of the amounts, which would be deposited in the Escrow Bank Account in the manner as provided in **Clause 15.2** above, and the same for and on account of refundto the Developer, the amount of security deposit in the manneras provided in **Clause 16.2** hereunder. Such change shall be valid only till adjustment of the Security Deposit as per **Clause 16.2** hereto.

16. SECURITY DEPOSIT:

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DIRECTOR

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

or Dhirai Trafin Pvt. Ltd

Director

- 16.1. The Developer shall paya sum of **Rs.1,00,00,000/- (Rupees one crore)(Security Deposits)** as and by way of interest free, refundable and/or adjustable security deposit and the same would be payable simultaneously with the signing of this Agreement to the Owners, receipt of which the Owners hereby, and by the Receipt And Memo of Consideration below admits and acknowledge.
- 16.2. The Owners shall refund and/or adjust the said Security Deposit amounting tothe sum of **Rs.1,00,00,000/- (Rupees one crore)**on theday of completion of project and/or taking of possession of their respective allocations from the Developer as mutually decided by the parties.

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Be it noted herein that, the Escrow Banker shall distribute all receivable in the aforesaid manner to the designated bank account of each party with immediate effect. In other words as and when any amount is being deposited with the Escrow Bank Accounts, the Escrow Banker shall transfer the same in the aforesaid manner to the designated bank account of the Parties.

17. MORTGAGE:

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DIRECTOR

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt Ltd

Directo

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17.1. The Owners hereby agree, undertake and acknowledge that after the issuance of the Sanctioned Plan, the Developer shall be entitled, to obtain loans and/or advances from the Banks and/or Non-Banking Financial Companies (NBFCS)as may from time to time be required specifically and only for carrying out and completing the Project and not for any other purpose and the same by creating charge/mortgage over the Developer's Allocation.

- 17.2. The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owner shall not be liable or responsible in any manner what so ever.
- 17.3. The Developer shall keep the Owners as also the "Said Property" and/or the said Project absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owners or any buyer/transferee in the Project in this regard.

18. RATES, TAXES AND MAINTENANCE:

- 18.1. The Owners herein shall bear and pay the land revenue, Municipal taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Property" for the period till thedate of execution hereof.
- 18.2. On and from the date of execution of this present, the Developer herein shall bear and pay the land revenue as also the Municipal taxes and other rates &taxes and outgoings whatsoever concerning or relating to the "Said Property" till the Developer complete the construction of the Said Project and hand over the Flats, Commercial units and Garages of the Said Project.
- 18.3. On and from the date of completion of the proposed Project as also handing over of possession of the several Flats, Commercial units



and Garage of the Said Project to the buyers and/or the Owners herein, the Buyers/Owners shall be responsible to bear and pay the land revenue, Municipal taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Flats, Commercial units and Garages.

18.4. On and from the date of completion of construction of the said Project, the Developer shall be responsible to look after, manage and administer the day to day maintenance of the Project as also maintenance of the common parts, areas, amenities and facilities at the Project, on the terms and conditions the Developer deems fit and proper, and till the formation of Association of Owners for the purpose.

18.5. The Developer shall cause an Association of Owners to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said Project. The Developer shallalso be responsible toframe the rules, regulations and byelaws of such Management Association.

19. CERTAIN DEFAULTS AND CONSEQUENCES:

- 19.1. In case the Developer fails to construct and complete the Project within completion time as contemplated in **Clause 8.11** above then and in such event, the Developer shall be entitled to a further grace period of 6 (six) months subject to the Developer pay to the Owners an amount of Rs.1,00,000/- (one lac) per months for first six months delay and after that the Developer is liable to pay the penalties till the completion of the Project and any other liabilities and consequences arising thereof to the Buyers/Transferees.
- 19.2. None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to conciliation and arbitration as provided in *Clause 27* hereunder. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.

20. MISCELLANEOUS:

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IRECTOR

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

or Dhiraj Trafin Pvt.

Director

20.1. The Owners and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owners nor shall the parties hereto constitute an Association of persons.

SURAMA PROJECTS LIMITED

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Director

- 20.2. Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owners of the "Said Property" or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.
- 20.3. The proposed Project to be constructed by the Developer in or upon the land comprised in the "Said Property" shall be named with such name as decided by the Developer. Provided however that the name of the building shall bear the word "_____", which is the brand logo of the Developer.
- 20.4. On completion of the development of the "Said Property" and construction of the said Project as also distribution and payment of the Net Sale Proceeds between the Owners and the Developer of the Owner's allocation and the Developer's allocation respectively mentioned in *Clauses 14.1 and 14.2* above this Agreement shall stand fulfilled.
- 20.5. The Owners and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.
- 20.6. The Owners and/or their respective directors and/or authorized representatives shall at all times be entitled to view, inspectthe development work and/or construction of the Said Project at the "Said Property".
- 20.7. Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.
- 20.8. At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all losses, damages, costs, claims, demands, actions, proceedings, liabilities, fines, penalties or other consequences (whether criminal civil or revenue) suffered or incurred by the Owners and arising due to any delay or default of the Developer in complying with the terms and conditions hereof.
- 20.9. The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in the title of the Said Property or any of the Representation of the Owners being incorrect. In the event of any third party claim for any defect in title and/or any sort of title encumbrance in respect of the Said

SURAMA PROJECTS LIMITED

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DIRECTOR

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PVT LTD

For Dhiraj Trafin Pvt. Ltd.

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Property then the Owners shall be liable to resolve and settle the claims at their own cost and consequences thereto. The period of time lapse for the same will be added in the "Project Completion Date" as mentioned above or as per the Rules and regulations of RERA Act, 2016.

20.10 Any Goods and GSTor other impositions and taxes relating to development and construction of the Said Project and in respect of implementation of this transaction shall be borne and paid by the Developer and Owner for their respective share and the said amount of GST duly paid by the developer and owner will be adjusted as per its availed input credits followed by the provisions of *"Reverse Mechanism*".

21. NOTICES:

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DIRECTOR

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STONERIDGE VENTURES PVT LTD

For Dhirai Trafin Pvt. Ltd

Directo

21.1. **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally or sent by registered post with acknowledgement due to the proper address, described below and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time).

In case of notices to be sent to Developer M/S. SURAMA PROJECTS LIMITED

Address: 17A, Nakuleswar Bhattacharya Lane, Kolkata-700026, Post Office and Police Station Kalighat, District South 24 Parganas

In case o	of notices to be sent to	Owner
Mr.		
Address:		

- 21.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served (1) if delivered personally, at the time of delivery (2) if sent by registered post, on the 4th day of handing over the same to the postal authorities.
- 21.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of registered post, that such notice or other written communication was properly addressed and delivered to the postal authorities.
- 21.4 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered **not** to have been served.

SURAMA PROJECTS LIMITED

Director

22 No Assignment/Nomination: Under no circumstances, either of the Parties be entitled to assign/nominate or transfer any benefit of any nature whatsoever, as conferred in their favour by virtue of this Agreement and/or Said Property.

23 DOCUMENTATION:

- 23.1 All agreements, contracts, deeds, documents for the sale of the units at the Project shall be identical containing the similar terms. and conditions as may be decided by the mutual consent of the Parties.
- 23.2 This agreement has been made in 4 original sets.

24 ENTIRE AGREEMENT:

- 24.1 This Agreement records all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or in writing with regard to the subject matter hereof.
- 24.2 This Agreement is a culmination of the discussions and negotiations between the parties and constitutes the final bargain between them and all rights and obligations with respect to the "Said Property" and/or development thereof as also construction of the proposed Project thereat shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

25 AMENDMENTS:

25.1 No modification or amendment of this Agreement or waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by the parties.

26 SEVERABILITY:

26.1 If any of the provisions of this Agreement is or become invalid, unlawful or unenforceable, the parties agree that the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired.

27 ARBITRATION AND CONCILIATION:

27.1 In case of there being any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this agreement or any of the clauses herein

SURAMA PROJECTS LIMITED

Director



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STONERIDGE VENTURES PVT LTD

hiraj Trafin Pvt. Ltd.

Directo

recorded and/or the completion of the transaction as per this agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstandings mutually.

27.2 In the event the parties hereto being not able to amicably clarify the confusions and/or misunderstandings and/or to mutually resolve the disputes and/or differences as provided hereinabove, all disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, the same shall be referred and adjudicated as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date).

JURISDICTION:

Lopeth ICUMA RWALL

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

STONERIDGE VENTURES PUT LTD

or Dhiraj Trafin Pvt. Ltd.

Directo

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28.1 The Courts at Dhanbad shall exclusively have the Jurisdiction to entertain, try and determine all matters concerning or relating to or arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO "SaidProperty"

ALL THAT piece and parcel of land measuring 105 (one hundred and five) decimal, being the portion of C.S. Dag Nos. 216, 217, 218, 219, 220, 223 and 224 appertaining to R.S. Dag Nos. 213, 214, 228, 229, 230, 231, 225, 226 and 227 recorded in C.S. Khata No. 1 appertaining to R.S. Khata Nos. 24 and 708, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad;

The Said Property is more clearly shown and delineated in the map or **Plan** annexed hereto and thereon bordered **RED** and butted and bounded;

ON THE NORTH :

ON THE EAST :

ON THE SOUTH : SURAMA PROJECTS LIMITED

Director



ON THE WEST :

IN WITNESS WHEREOF the parties hereto hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the **Owners** above named at Dhanbad in the presence of:

For Dhiraj Trafin Pvt. Ltd. Melethell / Director

STONERIDGE VENTURES PVT LTD

SIGNEDSEALEDANDDELIVEREDbytheDeveloperabovenamed at Dhanbad in the presence of:

Rojesh Kuman Them Bandang

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

DIRECTOR

Pravin Agand

SURAMA PROJECTS LIMITED

Halt the Director

Prepared & Drafted By:



RECEIPT AND MEMO OF CONSIDERATION

Received of and from the within named Developer the within mentioned amount of Security Deposit as per the Receipt and Memo of Consideration hereunder written.

Owner No	Name	Proportion	Deposit Amount	IFSC Code	Bank Account	Payment details
1	SHREE BALAJEE MULTI BUILDERS PRIVATE LIMITED	40.571%	40,57,100.00	UTIB0000172	919020058532925	UTR No000096027741 dated 20 th Oct 2020.
2	STONERIDGE VENTURES PRIVATE LIMITED	20.286%	20,28,600.00	HDFC0000244	50200031948193	UTR No000096027549 dated 20 th Oct 2020
3	DHIRAJ TRAFIN PRIVATE LIMITED	20.286%	20,28,600.00	ORBC0100611	06111010000670	UTR No000096026401 dated 20 th Oct 2020
4 & 5	RAJESH KUMAR THAKUR & BANDANA THAKUR	18.857%	18,85,700.00	SBIN0001641	10976745790	UTR No000096027298 dated 20 th Oct 2020
	Total	100.000%	1,00,00,000.00		a lange and parts	

Rupees One CroreOnly.

- 3-

Witnesses:

1.

2.

For Dhiraj Trafin Pvt. Ltd. mich hodel Director

STONERIDGE VENTURES PVT LTD

Director

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

Poauin Agaud

DIRECTOR

Rojeth Ichinan Theilin Bandane

NOT

DHANBAD

Director

AUTROFISEd u/s 297 8) (6) of the Cr PC 1973 (Act No. 51 of 1974) & u/s (8) (1) of the notation and 1952 No 83 of 1982)

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DATED THE	DAY OF	, 2020

BETWEEN

M/S. SHREE BALAJEE MULTI BUILDERS PRIVATE LIMITED & Ors.

.... OWNERS

AND

M/S. SURAMA PROJECTS LIMITED

.... DEVELOPER

DEVELOPMENT AGREEMENT

Land measuring 105 (one hundred and five) decimal, being the portion of C.S. Dag Nos. 216, 217, 218, 219, 220, 223 and 224 appertaining to R.S. Dag Nos. 213, 214, 228, 229, 230, 231, 225, 226 and 227 recorded in C.S. Khata No. 1 appertaining to R.S. Khata Nos. 24 and 708, in Mouza Kolakushma, Mouza No. 12, Police Station Dhanbad, chowki, sadar Sub-Registry office Dhanbad, District Dhanbad;

SUPRIYO BASU & ASSOCIATES

ADVOCATES, Temple Chambers Room No. 48, Ground Floor 6, OLD POST OFFICE STREET KOLKATA-700001

STONERIDGE VENTURES PVT LTD

SURAMA PROJECTS LIMITED

Director

SHREE BALAJEE MULTI BUILDERS (P) LIMITED

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DIRECTOR

For Dhiraj Trafin Pvt. Ltd. Director

