



झारखण्ड JHARKHAND

B 258134

**DEVELOPMENT AGREEMENT**

This Development Agreement executed and entered into at Deoghar, on this 07/06/2016.

**BETWEEN**

**LAND OWNERS:-**

1. Sarada Prasad Pandit, S/o- Late Jaikamna Pandit by cast- Brahman, by profession- Business
2. Rabindrakant Pandit S/o Sarada Prasad Pandit by cast- Brahman, by profession- Business
3. Kishora Kumar Pandit S/o Sarada Prasad Pandit by cast- Brahman, by profession- Business
4. Sashikant Pandit S/o Sarada Prasad Pandit by cast- Brahman, by profession- Business

all presently residing at- Sital Malik Road, Bilashi Deoghar and

5. Smt Renu Dedi Widow of Late Vinod Sarewar by cast- Brahman, by profession- House wife, presently residing at Virat Sadan, Pandit Vinodanand Jha path, Deoghar, P. S – Deoghar, Sub Division, Sub Register – Deoghar Dist- Deoghar hereinafter referred to as the "LAND OWNERS" (which expression shall unless it be repugnant to the context, shall mean or meaning thereto mean and include their heirs, Administrators, Executor(s), Legal representative(s), Nominee(s) successors-in-interest and/or assigns) of the FIRST PART.

24/2/2016  
 2016  
 NOTARY  
 Govt of Jharkhand  
 225/04  
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ATTESTED  
 17/6/16  
 NOTARY Road No.-225/04  
 Govt. of Jharkhand  
 Distt. Deoghar (INDIA)

9/12/2016  
 Sashikant Pandit  
 Rabin Kumar  
 Pandit

In Developers Pvt. Ltd  
 Director

AND

श्रीकेश चंद्रशेखर  
श्रीश्री. कान्त पण्डित  
Rabin  
Kumar  
Rajni  
Rajni

Vikaram Shila Developers Pvt. Ltd.  
Director

DEVELOPER:-

VIKARAM SHILA DEVELOPERS Pvt. Ltd having its registered office at 8 NAYA PATTI ROAD, PLAZA TOWER COMPLEX, O BLOCK-D-2 4<sup>th</sup> FLOOR, KOLKATA WEST BENGAL INDIA 700055 through Director Rahul Ramuka hereinafter referred to as "DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereto mean and include its Executor(s), Administrator(s), Nominee(s), Legal representative(s), Successor-in-Office and/ or assigns etc. ) of the **SECOND PART**.

WHEREAS the described in the Schedule of property written hereunder (hereinafter referred to as the following).

S/L	Deed No	Thana No	Touji No	Date	Area	Plat No	Jamabandhi No
1.	3202	415	212	11/06/1979	13603	97A	138
2.							
3.							
4.							

Which is situated at old ward no.8 new ward no.24 Deoghar Municipal Corporation in Nilkanthpur Mouza in the district and town of Deoghar. Which boundary is as under-

श्रीकेश चंद्रशेखर

Rahul

ATTESTED

NOTARY/Regd No. 225/04  
Govt of West Bengal and  
Dist. Deoghar (INDIA)

21/12/2017 24/03/18

Vikramshila Developers Pvt. Ltd.

Rahul Ramuka  
Director



Shah. Kantam

Rabindra Kumar

Rahul Ramuka

25/12/17

24/3/18

Vikramshila Developers Pvt. Ltd.

Rahul Ramuka

Dir

That the above scheduled property has been purchase by late smt Subhankari Devi W/o Sri sarda Prasad Pandit on 16/06/1979 by deed no-3202 Thana no-415 Touzi no 212 Plot No 97A J.B No. 138 total Land area 13603, that Landowners Smt subhankari Devi has passed away on 28-8-2006, hence now her legal heir's

- 1.Sri Sarda Prasad Pandit S/o Late Jaikamna Pandit(Husband)
2. Sri Rabindrakant Pandit S/o Sri Sarda Prasad Pandit (Son)
3. Sri Kishore kumar Pandit S/o Sri Sarda Prasad Pandit (Son)
4. Sri Sashikant Pandit S/o Sri Sarda Prasad Pandit (Son)
5. Smt Renu Devi W/o Late Vinod Sarewar (Daughter)

All are the legal heir of Smt Subhankari Devi and they are in possession of scheduled land of 13603 sqft. that the said legal heir has decided to develop the land measuring area 10565 sqft. as per scheduled under out of total area of 13603 sqft. which boundry is under



- East: Land of Profulla Kumar Kundu  
West: Municipal Road  
North: Land of Damodar Baliasay Panda  
South: Landowners land

That they have mutually decided to develop the said land by Vikramshila Developers Pvt Ltd through its Director Mr.Rahul Ramuka S/o Sri Pawan Kumar Ramuka having its office at Devpreet Vikarmshila Enclave,Sittal Millik road ,bilashi ,Deoghar,which is called as Developer which is described in as (Second Part) Which land is situated at old ward no.8 New ward no.24 Deoghar Municipal Corporation in Nilkanthpur Mouza in the district and town Deoghar.

That the said property has been sold by the Land Owner (First Party) Mr. Ajoy Kumar Mukherjee and Mr Bijoy Kumar Mukherjee s/o Late Kartick Chandra Mukherjee and Mrs Nilima Mukherjee widow of Late Kartick Chandra Mukherjee on 11/06/1979 by deed no-3202 volume no-132 book no-1 page no-89-98 in Deoghar town Mouza- Nilkanthpur Thana no-415 town plot no-97A basaudi land whose total area is 13603 sq ft in jamabandhi no-138, ward no-8. new ward no-24 which is purchased by Smt Subhankari Devi W/o Sarada Prasad Pandit . Further after the death of Smt Subhankari Devi, Sri Sarada Prasad Pandit husband of Smt Subhankari Devi mutated the entire land having an area of 13603 sqft vide Mutation no-762/13/14 dated 26/10/2013 by annexure II

**AND WHEREAS IT IS FURTHER REPRESENTED AND DECLARED BY THE LANDOWNERS THAT:**

1. That the Said Property is now under their exclusive possession with absolute right, title and interest free from all encumbrances, and have full right, title and absolute authority to transfer and covey the whole or part of the said property, having a fully marketable title thereby.
2. That the LANDOWNERS have not created any encumbrances on the said property or any part thereof by way of Agreement for Sale, mortgage, exchange, lease, trust, assessment, right, liens, leave and license, permission, rent, possession, charges, or any other encumbrances whatsoever.
3. That no notice or notification for acquisition/ requisition under any of the statutes of the past or present in force, have been received, served or passed by the D.M.C., Income Tax Department or any other Government authorities, for acquisition or requisition of the said Property or any part thereof.
4. That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, lis pen dens, notices, petitions, or adjudication orders affecting the Said Property or any part thereof.
5. That apart from the LANDOWNERS, none else is entitled to or has any share, right, title and / or interest, over and in respect of the said property or any part thereof in any manner whatsoever.
6. That the LANDOWNERS have not entered in the past, into any agreement for sale or development of the Said Property or any part thereof nor individually or jointly have made any arrangement with anyone whatsoever regarding the Said Property or any part thereof.

**ATTESTED**  
 NOTARY/Regd No-225/04  
 Govt of Jharkhand  
 Distt. Deoghar (INDIA)  
 25/11/2014

11/25/14  
 Smt Subhankari Devi  
 Smt Subhankari Devi

26/10/14  
 Sarada Prasad Pandit  
 Sarada Prasad Pandit

25/11/14  
 Director  
 Vikramshila Developers Pvt. Ltd.  
 Director

7. In case of any accident causing any civil or criminal liability, the same will be absolutely of the Developers and the landowner shall not at all liabilities of criminal nature arising out during the development work aforesaid shall be of the developers alone and the landowner shall have no concern with same.

AND WHEREAS the aforesaid LANDOWNERS are interested in getting a multistoried residential building complex developed and constructed on the said property measuring an area of total 10565 sqft more fully detailed and described in schedule here in after written, through a reputed Developer, who can develop and construct FLATS at its own cost and to acquire super Built up area in the said building in the shape of flats/Car parking's etc. hereinafter called as UNITS of the said Property.

AND WHEREAS the aforesaid Developer accepted the offer to develop and construct at its own cost a multistoried residential building (hereinafter referred to as "said building") on the said property and the aforesaid LANDOWNERS as agreed to acquire 30% share in the constructed area of the said building, in the shape of flats/car parking etc. as consideration, for parting of the said property as well as the DEVELOPER agreed to acquire 70% share in the constructed area of the said building, in the shape of flats/Car parking etc. as consideration, towards the cost & expenses to be incurred in the construction of the said building.

AND WHEREAS after due negotiations between the parties hereto, the aforesaid LANDOWNERS and the aforesaid DEVELOPERS and on the representations and declaration made by the LANDOWNERS as herein recorded, an agreement for Development of the said Property has been arrived at between the Parties hereto, upon the terms and conditions herein after appearing.

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**DEVELOPER**

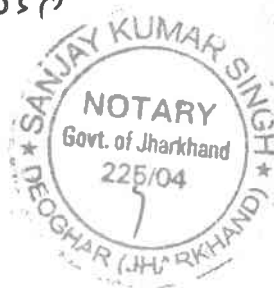
1. The LANDOWNERS hereby recognize the aforesaid Developers as the Developers of the said Property and grants to the Developers, who hereby accepts from the LANDOWNERS the exclusive right of physical possession, license to marketing, sales, construction, design, development, and maintenance in respect of the said Property from the day of execution of this deed/agreement fully described in the schedule hereunder written in the manner and on the terms, conditions and stipulations hereinafter mentioned.

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Vikramshila Developers Pvt. Ltd.

*[Signature]*

Director



*[Signature]*  
Sheela Kant Pandey

*[Signature]*  
Ramesh Kumar Pandey

*[Signature]*  
Bhaskar Das

*[Signature]*  
Rajendra

Vikramshila Developers Pvt. Ltd.

*[Signature]*  
Director

*[Signature]*  
17.06.17

Sanjay Kumar Singh  
NOTARY  
Civil Court Deoghar,  
Jharkhand

2) DMC/ FAR

The Developer and the LANDOWNERS have jointly assessed the permissible F.A.R. as per DMC Building Bye-Laws, on the Said Property, which shall be distributed over several floors of the Said Building, however, the actual built-up area shall be as per the plan sanctioned by the DMC or any other authority has powers in this regard .

3) PLANS / DRAWINGS

The Developer shall proceed expeditiously with preparation of plans and drawings for the Said Building, on the Said Property after execution of this Development Agreement/ deed.

4) BUILDING PLANS

The LANDOWNERS will have no objection if the aforesaid building plans are submitted to the DMC after discussion with the land owner, or any other authorities in the name of the LANDOWNERS or any other permissions, approvals are obtained in their names and hereby agrees to sign the aforesaid plan(s) along with affidavit(s), declarations(s) and all such papers that may be deemed necessary by the Developer for the same. However, all fees, costs, charges and expenses relating to such approvals/ sanctions, shall be borne by the Developer.

5) DMC or any other authority

That LANDOWNERS and the Developer further agreed that any alterations or revision of the aforesaid plans within the parameters of the DMC Building Rules and Regulations, which may be deemed necessary shall require further approval of the LANDOWNERS.

6) FREE ACCESS FOR DEVELOPERS

The LANDOWNERS shall, from the date of execution of this agreement allow every facility to the Developer, their staff, Engineers, Architects, workers etc. to enter upon the Said Property to enable the Developer to carry out various development and marketing works as stipulated in this agreement. The developer shall be free to install their display boards or any other publicity materials etc on the Said Property/land without consultation of the LAND OWNERS.

7) SHARE RATIO

The LANDOWNERS agree to have a share of 30% of the total built up area along with parking etc. and the Developer shall have a share of 70% of the total built up area along with parking etc. and the parties agree that they would share a proportionate right in the schedule land area in the same ratio.

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NOTARY/Regd No. 225/04  
Govt. of Chharkhand  
Distt. Deoghar (INDIA)

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Shekh. Kant Pandey

Rabindranath

27/12/12

27/12/12

Vikramshila Developers Pvt. Ltd.

Director

**8) SHARE ALLOTMENT**

That simultaneously with sanctioning of the building plan by the concerned authority, and upon the LANDOWNERS exercising the option selecting their area, if any, the LANDOWNERS area and the Developer's area, to be constructed, shall be clearly demarcated and shall be confirmed and acknowledged by a separate letter/agreement duly signed by both the parties and the aforesaid letter/agreement along with copy of the demarcated plan shall form part and parcel of this Agreement.

**9) LAND OWNER'S AREA**

The LANDOWNERS shall solely and exclusively be entitled to the LANDOWNER's area of 30% and they shall have absolute right, title and interest over the LANDOWNER's area and shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, in any manner as deemed fit by them to any person or persons, Association of persons, Firm, Body Corporate, Co-operative Societies, Government agencies etc. on such terms and conditions as may be decided by the LANDOWNERS.

**10) DEVELOPER'S AREA**

The Developer shall solely and exclusively be entitled to the Developer's area, and they shall have absolute right, title and interest over the Developer's area 70% and they shall be fully entitled to transfer, (sale) convey, grant, otherwise alienate their interest, in any manner as deemed fit by them to any person or persons. Association of persons, Firms, Body, Corporate, Co-operative Societies, Government agencies, etc. on such terms and conditions as may be decided by the Developer.

**11) POSSESSION AFTER CONSTRUCTION**

The Developer agrees to construct the said building and start delivering possession of the LANDOWNER's share to the LANDOWNERS within a period of 2 and a half year from the date of taking actual physical possession of the land in question by the developer sanction of plan by DMC etc. Whichever is later, with a grace period of one year subject to FORCE MAJEURE and such happenings as are beyond the control of the Developer i.e. fire, tempest, accident, strike, lockout, exceptionally inclement weather and any other act of God etc. If there is any further delay beyond the aforesaid period in delivery of possession of the LANDOWNER's share then the Developer shall pay to the LANDOWNER compensation @ rate of Rs. 7000/- per month after expiry of the aforesaid grace period up to the handing over of LANDOWNER's share.

21/2/2014  
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NOTARY/Regd No. 225/04  
Govt. of Jharkhand  
Distt. Deoghar (INDIA)

21/2/2014  
Shefali Kant Panerai  
Ramesh Kumar  
21/2/2014  
20/2/2014

Vitrambilla Developers Pvt. Ltd.  
Director

**12) CONSIDERATION**

The LANDOWNERS hereby expressly, irrevocably and irretrievably, agrees and declares that delivery of possession of their share of super built up area to them in the manner provided herein above shall form and always be deemed to be formed as fair, just and adequate consideration for transfer of undivided right, title and interest and share in the land thereon of the said property agreed to be conveyed as here in above by the LANDOWNERS to the Developer.

**13) NO PARTNERSHIP\***

This agreement shall not be deemed to constitute a Partnership or Principal -Agent Relationship of any sort between the parties hereto.

**14) POSSESSION OF LANDOWNERS SHARE**

From the date of delivery of possession of LANDOWNERS share, to the LANDOWNERS, the LANDOWNERS and/ or its allottees and the Developer and /or its allottees shall jointly have or be deemed to have undivided right, title and interest over the entire land as detailed in the schedule property in the proportion of their respective share in the said building, even without any further act, deed, matters or things done by the LANDOWNERS in this regard.

**15) LICENSE TO ACCESS & START WORK**

The LANDOWNERS hereby from the date of execution of this agreement put the Developer in actual peaceful possession and grant exclusive license to the Developer to enter upon the said property (more fully described in Schedule of property written hereunder) and to take up and proceed with the development, planning and construction of the said building in terms of this development agreement. This license granted to the Developer by the LANDOWNERS shall be a license as contemplated in section 60(b) of the India Easement Act, 1982.

**16) LANDOWNERS RIGHT RESTRICTED**

It is mutually agreed that any agreement or arrangement made or entered into at any time by the LANDOWNERS in breach of or violation of the terms and conditions of this Development Agreement shall be null and void during the subsistence of this Development Agreement.

The LANDOWNERS hereby irrevocably undertakes not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said land and/ or property or any part thereof and undertakes not to do any act(s), deed(s), matter(s) or thing(s) as shall be in breach of the terms of this Development Agreement. The LANDOWNERS shall do all acts, things, which shall be necessary to secure the physical possession of the Said Property, by the said Developer for the purpose of development, pursuant to this Development Agreement. The LANDOWNERS shall at no point of

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Kramshila Developers Pvt. Ltd.  
Director



time during the subsistence of this Development Agreement try directly or indirectly to dispossess the said Developer from the Said Property.

**17) CONSTRUCTION & ASSIGNMENT**

The Developer shall develop the schedule property themselves or through its company at their own account and cost and will be responsible for the development of the said land and neither the LANDOWNERS nor any person(s) claiming through the LANDOWNERS shall have any right to interfere in the development of the said property.

- a. That the multistoried building will be named as "LAXMI GANESH APARTMENT", with the logo of the Developer.

**18) APPROVAL OF PLANS BY LANDOWNERS**

The Developer shall be entitled to develop the schedule property by constructing thereon multistoried building consisting of FLATS etc. in accordance with the building plans approved by the LANDOWNERS and sanctioned by its competent authority.

**19) SALE DEEDS BY DEVELOPER(S):-**

The Developer shall be entitled to enter into agreements during the period of development, and after development sign the requisites, agreement for sale and sale, or otherwise allot Flats in the Developer's share in the said building as said here in above and which does not form part of the LANDOWNER's share. The Developer shall have further right exclusively and absolutely to sign and execute sale deed/deeds in respect of its Developers area allotted in its share in the said multistoried building together with undivided proportionate share in land area and further permit the purchaser to live and enjoy the common utilities and facilities provided in the said building commonly with other holders of the unit/units in the said building.

- a. Further the land owner here to duly authorized the Developer-co to alone execute, sing and register necessary sale deed/deeds or any other documents/agreements etc in respect of its Developer's share(70%) in favor of intending purchaser(s), person firm, body corporate etc. the deeds executed and registered by Developers alone be treated as valid and legal even without joining the land owners in the said deed. The Developer shall also be in title to receive any amount as consideration, premium, rent, etc from the concerned person.

**20) SALE DEEDS BY LANDOWNER**

Similarly the LANDOWNERS shall be fully entitled to enter into Agreement for sale or otherwise allot Flats comprised in the LANDOWNER's share in the said building as said here in above and which does not form part of the Developer's share. Whenever required by the LANDOWNER, the

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Govt. of Jharkhand  
Distt. Deoghar (INDIA)

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P.M.L.  
Vikas Developers Pvt. Ltd.  
Director

Developers will join as confirming party in all such agreements, Sale Deeds, Deeds of Allotment etc. So that the LANDOWNERS may enter into and the LANDOWNERS shall exclusively be entitled to realize all amounts receivable under such agreements, sale deeds, deeds of allotment etc. for its own use.

That the LANDOWNERS and the developer shall mutually formulate and approve a standard draft of agreement of sale / lease/ allotment before the delivery of possession of the LANDOWNER's share to the LANDOWNERS. And both parties hereto shall be bound to use that standard draft of agreement and sale/ lease/ allotment in execution of deed. Any further amendment in the agreed format shall also be with mutual consent.

The Developer further undertakes:-

**21) LANDOWNERS AREA UNHINDERED**

- a. That it will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the LANDOWNER's right, title and interest over the said property may in any manner be adversely affected until the Developer has given delivery of possession of the LANDOWNER'S share to the LANDOWNERS.

**22) INDEMNIFYING LANDOWNERS**

- a. To indemnify the LANDOWNERS and always keep them indemnified and harmless in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident sustained by any workman, artisan, or invitees or other persons whether in the employment of the Developer or not while in or upon the Said Property during the period of construction of the said building thereon.

**23) FINANCIAL LOAN FOR DEVELOPER**

During the construction of the said building, the Developer may be required to create equitable or any legal mortgage on the said property and the constructions thereon either in full or in part of for obtaining loan either for itself or for expediting the construction or for the individual purchasers of Flats. In such event the LANDOWNERS shall have no objection and they shall, join the Developer in creation of such mortgage but such mortgage shall be limited to the 70% undivided interest in the land of the Developer and the constructed area falling in the share of the Developer. It is made clear that in no event the LANDOWNERS will be responsible for the discharge of the mortgage so created.

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Govt. of Jharkhand  
Dist. Deoghar (INDIA)

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Shafiqur Rahman

Signature

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Signature

Miramshahi Developers Pvt. Ltd.

Signature  
Director

**24) TITLE DEEDS BY LANDOWNER(S)**

The LANDOWNERS will deliver to the Developer and/or its duly authorized representative, certified copies/photo copies of all original title deeds, documents and papers relating to the said property for complete examination of the LANDOWNER's title thereto and the LANDOWNERS agree to cooperate with the Developer in such examination of the LANDOWNER's title and to answer and/or comply with all reasonable requisitions that may be made by the Developer and/or its representative in this regard to establish a marketable title to the said property.

- a. That the Developer for the purpose to show the title deeds to the Banks and Government Authority shall be entitled to retain all necessary documents including the original documents of the LANDOWNER's title to the said property and in such an event, the Developer undertakes to keep the said title deeds safe, harmless and unobliterated and the LANDOWNERS will be entitled to inspect and to have the same produced for inspection and take extracts there from wherever required, and finally all the original documents shall be returned back to the LANDOWNER.
- b. In case because of non availability of original title deed(s) and /or defective title deed(s) or there be any liability or any encumbrance on the LANDOWNERS, then in such event, the Developer shall be entitled to have such defect, cured and/ or liability cleared for and on behalf of the LANDOWNERS at the LANDOWNER's cost and expenses.
- c. In any event the LANDOWNERS without prejudice to forgoing declarations agree and undertake to remove all obstacles and clear all outstanding, doubts or defects, relating to the title of the property at the LANDOWNER are cost and expense.

**25) TAXES**

All outgoing including Municipal Taxes, Land revenue, Cess etc. and any other charges in respect of the Said Property shall be borne and paid by the LANDOWNERS till the date of execution of these presents and thereafter the same shall be borne and paid by the Developer till the delivery of possession of the LANDOWNER's share to the LANDOWNERS. All outgoing including service tax, capital gain tax, income tax etc shall be borne by the land owner of his proportionate share.

After delivery of possession of the LANDOWNER's share to the LANDOWNERS all outgoing in respect of the Said Property and the said building thereon shall be borne and paid by the LANDOWNERS and the Developer proportionately in the proportion of their respective shares in the total Super built-up area ( the word proportionately with all its cognate variation whenever

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Govt. of Jharkhand  
Distt. Deoghar: (INDIA)

21/12/2012  
Shashi Kant Panigrahi  
Rabindra Kumar  
21/12/2012  
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Karambia Developers Pvt. Ltd.  
[Signature]  
Director

used in these presents shall mean the proportion in which the parties hereto and/ or their nominees acquiring portions of the building are entitled to the covered area in the said building)

**26) CONVEYANCE**

Upon receipt of its share in the constructed area as per share (as described in clause 4 above) by the LANDOWNERS and subject to the other terms and conditions contained herein at such earlier time as may be mutually agreed upon, the LANDOWNERS shall execute and register conveyance(s) of the proportionate share of land in the said property in terms of clause hereinabove in favour of the Developer. In default of the LANDOWNERS in executing such transfer/ conveyance or such other deeds as may be deemed necessary by the Developer, in spite of service of notice in writing, the Developer shall be entitled to take all steps as may be necessary for execution and registration of all such documents, transfer/ conveyance after expiry of 15 days from the date of service of notice in writing and for this purpose the DEVELOPERS hereby nominate and appoint or her nominee(s) as proposed and nominated by the Developer from time to time for the said purpose as their true and lawful Attorney infavour of the said her nominee(s) presents itself to act and to apply for and to obtain Income Tax clearance certificates, urban land clearance and all other permissions and approvals as may be necessary for and on behalf of and in the name of the LANDOWNERS and also to execute, present and admit execution of the said documents of transfer/conveyance before the Registration Authority and to do all acts, deeds as may be deemed necessary by the Developer in this regard for granting such documents of title to the Developer and / or its nominee(s).

- a. That all communications / notices between the parties hereto shall be sent through Speed Post/ Registered Post A/D or receipt by hand at the address of the parties given above on the first page of this deed Agreement and if duly sent on said address that shall be deemed to be proper notice/ communications. If any change in address, the party shall inform the other party in writing.

**27) COMMON MAINTENANCE**

The Developer and the Land Owners shall jointly have the right to form a Society/ Association of Persons/ Body Corporate etc. for maintenance of common services i.e. to preserve sanctity, Design and decoration (exterior and interior) of the building, to issue sanctions (NOC) to obtain electric connections in the said building or as it deems proper and necessary upon the demand of the Association of the building. And in due course, All the Unit Owners and their nominee(s) shall become members of such an organization formed by the Developer and the land Owners, Unit

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Dist. Bangalore (MILAN)

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Sheela Kant Panchar

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Mirabilia Developers Pvt. Ltd.

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Director

owners their nominees, respective agents, servants, licensees, tenants etc. shall be bound to abide by the rules and regulations as shall be framed by the Developer or the organization from time to time, and they shall be bound to contribute towards the costs of formation of such organization as well as to pay the regular maintenance charges as be fixed and revised from time to time by the Developer/land owners for the maintenance and management of the entire building complex. The right of the developer/land owners to form and run the Association shall not exceed a period of two years when all the right/intents and localities shall be handed over to the association constituting of the members / unit owners of the said multistoried complex. The Two years period shall start w.e.f. the date of 1<sup>st</sup> possession of a flat to its owner.

**28) AGREEMENTS**

The nominee(s) of the Developer shall own and hold portion of the building comprised in the Developer's share according to a standard draft of agreement finalized by the Developer. The LANDOWNERS and their nominee(s) shall be bound to hold and own portions of the LANDOWNER's share in the said building on the same terms and conditions as be contained in the aforesaid standard Agreement and to execute similar agreements.

**29) COMMON AREA**

The common area shall jointly be owned by all the Unit Owners of the said building with equal entitlements to use all common areas and facilities extended for utilization by the occupants of the said building on the said terms and conditions applicable to all, for such utilization. No Unit Owners of any part of the said building will have any exclusive right title and interest over the common areas and common facilities except the right to common use, for ingress and egress only.

**30) GOVERNMENT LEVY**

The parties agree that since the date of execution of this indenture, if any levy is imposed by the DMC or any other Public body or bodies or the Government for the development /betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be borne by the Developer, who shall realize the same as EDC (External Development Charges), from the buyer's of the Developer's share, but not from the Landowners towards the Landowner's share of super built up area developed by the Developer.

**31) ELECTRIC CONNECTION**

The Landowners neither has any electric connections nor have they taken any connection in the past. However, the Developer may obtain a fresh electric connection for the purposes of the construction development work to be done by them from the Deoghar Electric Supply Division to

21/12/2012 2/12/12 2/12/12  
[Signature]

ATTESTED  
NOTARY PUBLIC No. 225/04  
Govt. of Jharkhand  
Dist. Deoghar (INDIA)

21/12/12  
Shobu Kant Panwar  
Ramesh Kumar  
21/12/12  
21/12/12

Vikramshila Developers Pvt. Ltd.  
[Signature]

which the LANDOWNERS will have no objection. The LANDOWNERS will extend utmost co-operation to the Developer for obtaining sanctions, approvals etc. and execute all such papers, documents, letters, affidavits, undertakings in this regard.

**32) LICENSE**

That it is express intention of the LANDOWNERS and the Developer that by this Development Agreement, the LANDOWNERS are not transferring the Ownership of the property or any part thereof to the Developer but is only licensing the Developer for the purposes of Development of the property, till the completion of the aforesaid building.

That neither party shall be deemed to have waived any right under this agreement unless such party shall have delivered to the other a written waiver signed by that party. Delay or omission in exercise of any right or remedy shall not be construed to be waiver of any default or acquiescence therein or of the right thereafter to enforce right or remedy.

**33) CONVEYANCE FOR SALE**

That it is agreed that in all transfer/conveyance of land and/or super built-up area, the purchaser(s), transferee(s) shall bear the cost of stamp duty, court fees and other registration charges/expenses etc.

**34) ARBITRATION**

That in case of any dispute, differences, ambiguity in interpretation or implementation between the parties arising out of relating to this Development Agreement, the parties shall attempt to resolve such dispute by amicable consultations. If the same is not amicably resolved then either party shall refer the dispute or differences to the Arbitrator(s) appointed by both the parties by mutual consent in writing and such arbitration shall be conducted under the provisions of The Arbitration & Conciliation Act, 1996 as amended from time to time. The place of Arbitration shall be at Deoghar or as mutually decided.

**35) JURISDICTION**

That, only courts of Deoghar shall have the exclusive jurisdiction, over all the matters of disputes arising in respect of and from this agreement.

21/2/21 & 4/3/21  
[Signature]

ATTESTED  
NOTARY Public No. 225/04  
Govt. of West Bengal  
Dist. Deoghar (W.D.A.)

21/2/21  
Shekh. Kent Panick  
[Signature]  
[Signature]  
[Signature]  
Vikrambilla Developers Pvt. Ltd.  
Director

**SCHEDULE OF PROPERTY**

**District- Deoghar, Sub Division- Deoghar, Sub Registry –Deoghar, P.S Deoghar all that piece and parcel of plot measuring an area of total 10565 sqft residential bausuri land and lying and situated at:**

S/L	Deed No	Thana No	Date	Area	Plot No	Jamabandi no
1.	3145	415	212	10565	97A	138
2.						
3.						
4.						

Which is situated at old ward no 8 new ward no 24 Deoghar Municipal Corporation in Nilkanthpur Mouza in the District and town of Deoghar. Which boundary is as under:-

**EAST :- “Kundu kuthi owner Profulla kumar Kundu.**

**WEST :- Municipal Road.**

**NORTH :- Land of Damodar Baliasay Panda**

**SOIUTH :- Landowners Land.**

21/12/21 4/21/21 4/21/21  
Pam P.



21/12/21 4/21/21 4/21/21

Sheshu Kant Panait

Rabindra Kumar Panait

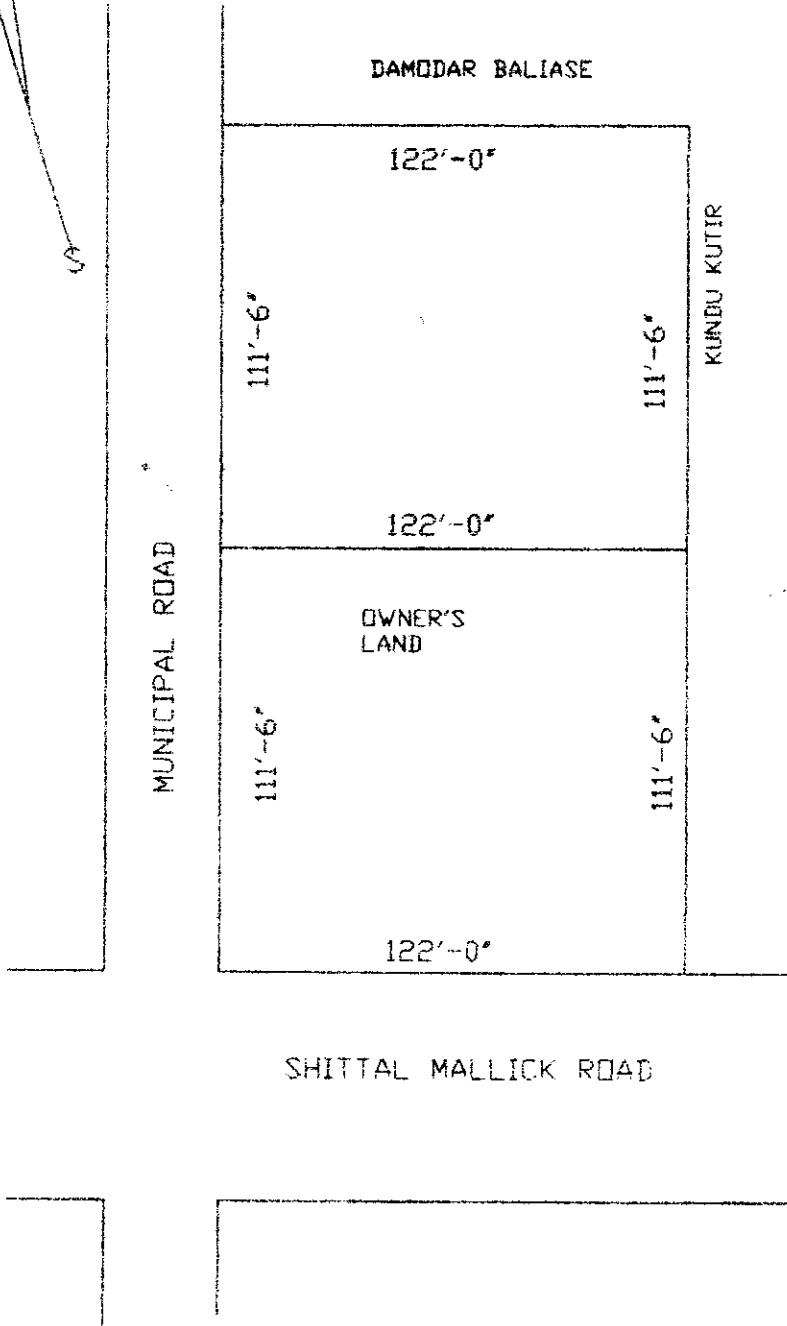
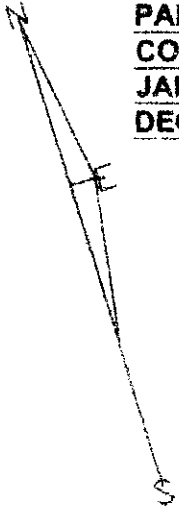
21/12/21

21/12/21

Mikramshila Developers Pvt. Ltd.

Director

**PLAN OF LAND UNDER MOUZA:- NILKANTHPUR @ NOORPUR NO-415 WITHIN DEOGHAR NAGAR NIGAM WARD NO-22 J. B. NO-138 PART OF T. P. PLOT NO-97A AREA:- 13603sqft. SHOWN IN RED COLOUR BELONG'S TO SRI SHARDA PRASAD PANDIT S/O LATE JAIKAMNA PANDIT OF SHITTAL MALLICK ROAD, BILASI TOWN, DEOGHAR.**



श्री शर्दा प्रसाद पण्डित

*[Faint, illegible text and markings]*