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Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : c35010b9b9b333724544

Receipt Date : 29-Jan-2021 10:08:52 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Token Number : 20210000012061

Office Name : SRO - Deoghar

Document Type : Development Agreement

Payee Name : SHREE VINAYAKA HOMES PVT LTD (Vendee)

GRN Number : 2104095754



निम्नलिखित 1908 के अधीन :- For Office Use :-
 और निम्नलिखित 2/2021 का विकास है।
 नाम... 21... के अधीन जो 2021 के लिए
 इच्छुक... 1000 को... के
 निम्न... S... के अधीन जो 2021 के लिए
 न सत्य एक के लिए जो 2021 के लिए

D. Agreement

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Stamp
 100/-

Subscribed by :-
 Dia Roy
 Achyut Kumar Ray
 Anur Chui Ray
 Pradikummar Ray
 Jagadish Ray
 Shubra Ray
 S. For Kumar

Shree Vinayaka Homes Pvt. Ltd.
 29/01/2021

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Subrata Roy
D/O Roy
Achyut Kumar Roy

Anu Shree Ray.

Tridib Kumar Ray
12001
Thagata Roy.
Shubhra Roy

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS made and entered into at B. Deoghar, Jharkhand on this _____ Day of _____,

BETWEEN

LAND OWNERS:-

1. Sri Subrata Roy S/o - Late Sourendra Nath Ray.

2. Smt Ila Roy W/o - Late Amiya Kumar Ray and Sri Achyut Kumar Roy S/O Late Amiya Kumar Ray

3. Smt. Anushree Ray W/O Late Tarit Kumar Ray, Tridib Kumar Ray and Tathagata Roy both S/O Late Tarit Kumar Ray

4. Smt. Shubhra Roy W/O Late Deobrat Ray, Sri Shivalik Roy S/o Late Deobrat Ray and Smt. Devjani Majumdar (now married) D/o Late Deobrat Ray, all residents of M/s Ray and Company, Ray and Company Chowk, Court Road, Deoghar(Jharkhand). Pin :814112. or having such other place of residence as may be mentioned as per their respective place of stay, hereinafter referred to as the "LAND OWNERS/OWNERS, 1st Party"(which expression shall unless it be repugnant to the context, shall mean or have meaning thereto, and shall include their heirs, Administrators, Executor(s), Legal heirs/representative(s) acting through power of attorney, Nominee(s) successors-in-interest and/or assigns of the FIRST PART.

Said No. 4 Smt Shubhra Roy for self and attorney for Shivalik Roy and Devjani Majumdar vide their registered General Power of attorney on 05.03.2020 registered at registry office Deoghar entered in Book No. IV, Volume No. 7, pages 1 to 118, serial no. 458, being deed no. 44 for the year 2020

For Shree Vinayaka Homes (P) Ltd
Director
Anand Kumar

For Shree Vinayaka Homes (P) Ltd
Director
Sourabh

A
N
D

Subscribed by
Sla Roy
Achay Kumar Ray.

Anu Shwari Ray.

Tridib Kumar Ray
Chhayata Roy.
Shubra Roy

**The
DEVELO
PER:-**

Shree Vinayaka Homes Private Limited, a Private Limited Company, now incorporated on the Fourth of December 2019 under the Companies Act 2013 and Rules 2014 having its Corporate Identity Number U45201JH2019PTC013741, registered office at C/O Lalit Kumar Jha, H.No.40 Shyam Ganj Road, Near Patel Chowk, Deoghar, Jharkhand, Pin-814112, represented through its duly authorized Directors namely Sri Lalit Kumar Jha, son of Late Vijay Kumar Jha, by caste Brahmin (Hindu), by profession Business etc., resident of the said address, Shyamgunj Road, P. S-Deoghar & District Deoghar (Jharkhand), and Sri Shankar Prasad Singh, Son of Late Jagdish Prasad Singh, Grand Son of Late Manthan Singh, by caste Rajput, by profession business, resident of Sangramlorhia, P.O. Sangramlorhia, P.S Jasidih, Subdivision, Sub registry and District Deoghar, Jharkhand, hereinafter referred to as the " **DEVELOPER**" which term shall unless the context otherwise requires include its executor or executors, administrator or administrators, nominee or nominees, legal representative or legal representatives, successor- in-office and /or assign or successors - in - office and / or assigns of **SECOND PART**.

WHEREAS by a registered deed of Partition on 18.02.1976 registered at the Office of Registrar Deoghar, entered in Book No. 1, Volume No. 6, Pages 293 to 311, being No. 547 for the year 1976 made between Sourendra Nath Ray-First Party, Ranjit Narayan Ray-Second Party, Smt. Banasree Roy-Third Party, Ardhendu Narayan Ray-Fourth Party and Dinendra Narayan Ray-Fifth Party, amicably partitioned the property Situated in the District of Santhal Parganas, now Deoghar, Subdivision, Sub Registry and P.S. Deoghar, Mouza Shyamganj, within Deoghar Town, in Deoghar Municipal Ward No. 12, holding No. 141

For
Shree Vinayaka Homes (P) Ltd.
Anu Shwari Ray

Director

Shree Vinayaka Homes (P) Ltd.
Sri Shankar Prasad Singh

Director

Subrata Roy
Dipa Roy
Achyut Kumar Ray.

Anushi Ray.

Tridib Kumar Ray

Atyapata Roy.
Shubhra Roy

and 142, Town Plan Plot No. 660, 661 and 662, total area of 4 Kathas and 4 Gandas described as Schedule X therein,

AND WHEREAS as per said deed of Partition out of said property marked as X-1 shown attached map in the said deed of Partition in red color was allotted in the exclusive share of said Sourendra Nath Ray,

AND WHEREAS said Sourendra Nath Ray seized and possessed over the said property allotted in his exclusive share till his life time and died leaving behind him his wife Smt. Shanti Lata Devi since deceased, four sons namely Dr. Amiya Kumar Ray, Tarit Kumar Ray, Subrata Roy, Deobrat Roy and four daughters namely Smt. Priti Bhaduri, Smt. Dipti Acharya, Smt. Reba Lahiri and Smt. Atrayee Chakravarty, all married nee Ray/Roy.

AND WHEREAS by a registered deed of Relinquishment on 09.09.1992 after the demise of Smt. Shanti Lata Devi, registered at the Registry office Deoghar entered in Book No. 1, Volume No. 24 for 1996, Pages 399 to 405, being No. 2466 for the year 1992, the said four sisters Smt. Priti Bhaduri, Smt. Dipti Acharya, Smt. Reba Lahiri and Smt. Atrayee Chakravarty gave away, bequeathed forever, discharged, released and relinquished their right, title, interest, claim and demand in respect of the said property in favor of their brothers, i.e. Dr. Amiya Kumar Ray, Tarit Kumar Ray, Subrata Roy and Deobrat Ray.

AND WHEREAS said Dr. Amiya Kumar Ray, Tarit Kumar Roy, Subrata Roy and Deobrat Ray being owners of the said property in equal shares i.e. 1/4 share each by virtue of the Registered Deed of Relinquishment, have acted upon and have been paying annual rent and taxes in their names. Copies of Tax Receipts in the name of Sourendra Nath Ray and subsequently in the name of the Four brothers/owners of the said Property

Shree Vinayaka Homes (P) Ltd.

For
Jai Lal Kumar Ray
Director

For
Shree Vinayaka Homes (P) Ltd.

For
Smt. Priti Bhaduri
Director

Subrata Ray

Ila Roy
Achyut Kumar Roy

Anushree Ray

Tridib Kumar Roy

Tathagata Roy
Shubhra Roy

AND WHEREAS in this way, the Land Owners/Owners, i.e the 1st Part (jointly and severally) are the owners of the above said landed property together with its construction in the following manner and to the exclusion of all other AND WHEREAS said Amiya Kumar Ray died leaving behind him his wife Ila Roy and only son Achyut Kumar Roy, who became owners of 1/4 share out of the said property.

AND WHEREAS said Tarit Kumar Ray died leaving behind him his wife Anushree Ray and two sons Tridib Kumar Ray and Tathagata Roy, who became owners of 1/4 share out of the said property.

AND WHEREAS said Deobrat Roy died leaving behind him his wife Shubhra Roy, one son Shivalik Roy and one daughter Devjani Majumdar since married, who became owners of 1/4 share out of the said property.

AND WHEREAS each of the respective abovenamed owners of the 1st Part, are holding and in possession of their respective percentages in the undivided property, as fully described in the schedule, free of charge, encumbrance, dispute, litigation etc. in any manner whatsoever. The joint owners thus, have good, perfect, legal and marketable right, title and interest thereon, together with full right and authority to deal with the property in any manner desired, without any interference.

AND WHEREAS the owners of 1st part hereto have jointly decided that since the said scheduled property together with its construction is now old, it needs to be developed, given a face lift and redone. The property needs to be useful, marketable and beneficial with amenities suited to the present day requirements. It has thus been jointly agreed by the parties to the First Part to construct a multi storied commercial cum residential building thereon, since it has been so. In furtherance of the above, it has also been agreed upon that the execution of the said project be undertaken through a recognized Developer cum Builder, having reputation, integrity and aesthetic acumen.

For Shree Vinayaka Homes (P) Ltd. Director
Sant Kumar

For Shree Vinayaka Homes (P) Ltd. Director
Sant Kumar

Subrata H.
 Dia Roy
 Achyut Kumar R.
 Anu Shreei Roy.
 Pradib Kumar Roy
 Dhayata Roy.
 Shubho Roy

AND WHEREAS amongst others, Shree Vinayaka Homes Private Limited, the party of the 2nd Part through its Directors offered and expressed, positive intention, keenness to construct and develop the property in a professional manner with utmost passion on the terms and conditions that have been mutually agreed upon between the parties of the 1st and the 2nd Part. This agreement is thus entered into between the parties and in respect of what shall hereinafter be referred to as the "THEPROPERTY".

(A) IT IS FURTHER DECLARED BY THE OWNERS

- a. That being the Owners, the said property is under their exclusive possession with absolute right title and interest and free from all encumbrances. The Owners thus have the right to deal with the Property in any manner as regards whole or any part of the said property having full marketable title therewith;
- b. That the above named land owners have not created any encumbrances on the said property or on any part thereof by way of sale, mortgage, exchange, lease, trust, assessment rights, gifts, lien, leave and license, permission, rent, possession, charges, inheritance or any other encumbrances whatsoever;
- c. That no notice or notification for acquisition or requisition under any Act, Rules, By laws etc. presently in force have been received, served or passed by the Deoghar Municipal Corporation, Income Tax Department, or any other Government Authorities for acquisition or requisition of the said property or any part thereof;
- d. That there has been no attachment, either before or after any judgment and there are no claims, demands, suits, decrees, injunctions, orders, petitions or adjudication orders affecting the said property or any part thereof;
- e. That apart from the Land Owners, none else is entitled to or have any share, rights, title or interest over and in respect of the said property or in any part thereof as Partner or partnership or Coparcener in any joint family or in any other manner howsoever;

For
 Shree Vinayaka Homes (P) Ltd.
 Director
 Dail Kumar

For
 Shree Vinayaka Homes (P) Ltd.
 Director
 Anuram Pd

Subrata Roy
> la Roy
Acharya Kumar Roy.

Amu Shri Roy.

Tridib Kumar Roy

Atyagar Roy.
Shubha Roy

- f. That the Land Owners are not benamdar or trustee for any one in respect of the said property or any part thereof;
- g. That the Land Owners have not entered into any other agreement for sale or development of the said property or any part thereof nor have made any arrangement with anyone whatsoever regarding the said property or any part thereof.
- h. And whereas the Owners are interested in getting a Multi Storied Commercial cum Residential Complex constructed and developed on the said property. The Party of the 1st Part shall acquire the built up area complete in all respect in the shape of commercial shops/offices, residential flats, parking spaces, common area etc. in consideration for the value of land, its position and goodwill of the Owners. The Party of the 2nd Part upon complete and satisfactory discharge of its obligations, duties and responsibilities under the present agreement, narrated hereinafter shall be entitled to possession of such percentage of the commercial area and common area of the constructed property, in the percentage of share agreed upon. It has further been agreed that the Second Part shall construct complete in all respect, and hand over two residential floors, namely Third and Fourth together (except to the percentage of commonness), in lieu of its due discharge of obligations and duties, for the sole and exclusive possession of the first part. The percentage of share of the Second Part in these two floors shall be compensated by granting exclusive possession of complete Second Floor to the Second Part after completion and handing over of the building to the First Part. The Second Party has agreed to incur entire expenditure from the stage of demolition of the existing structure to the stage of handing over of complete constructed building together with fixtures. The complete construction over the entire land shall comprise of Basement, Lower Ground, Upper Ground, First Floor, Second Floor, Third Floor and Fourth Floor with finished Roof. The Second Party prior to handing over shall install and ensure complete condition of metered electric supply, Water connection, sewer, pump with overhead tanks, lift, hydraulic arrangement lift for car parking, DG Sets, fire safety, that have been agreed to be part of their responsibility under the present agreement. The Second Part has thus agreed to bear the entire cost and expenses to be incurred for demolition, construction and development of the said building or complex over the scheduled Property/ Property. The Parties have also agreed upon to hold their respective percentage of shares in the manner narrated in the subsequent part of the present Agreement.

Shree Vinayaka Homes (P) Ltd
David Kumar
Director

For
Shree Vinayaka Homes (P) Ltd.
Srinivasan P
Director

Subrata Ray

51a Ray
Acharya Kumar Ray

Amu Shri Ray

Tridib Kumar Ray

Chandana Ray
Shubha Ray

i. Whereas the aforesaid Developer/Party of the 2nd Part namely Shree Vinayaka Homes Private Limited has offered and agreed to develop and construct at its own cost a Multi Storied Commercial cum residential building Complex on the said piece of land after demolishing the exiting building called RAY & COMPANY, i.e. the part of the Property, which is popularly and historically known as RAY & CO. ESTD 1898AD. The property after construction shall be continued to be known by the same name.

For Shree Vinayaka Homes (P) Ltd.
Dant Kumar Ray
Director

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

1. THE abovenamed OWNERS of the 1st Part, hereby nominate, appoint and engage **SHREE VINAYAKA HOMES PRIVATE LIMITED** as "DEVELOPER" of the said property, in order to develop the same over the land, more fully described in the schedule hereunder written and grant to the developer, who hereby accepts from the owners the rights to demolish the existing structure, develop and to complete the construction in all respect. The Developer has further agreed to demolish the existing construction at its own cost. The Developer has agreed to undertake the Development of the said property by constructing a multi storied building, out of the funds arranged by the developer itself or from its own sources. The Parties shall jointly or severally allot shops or lease out the constructed structure to the percentage of its share on the commercial floors in the multi storied building(s) to be constructed on the said property. The Lease Deeds for such area shall be executed separately with the intending Lessees for such periods and on such Lease rents together with Security deposit, Maintenance charges for the use of Leased part, common area and maintenance of amenities and services to be provided by the parties of the 1st and 2nd Part. The Lease rents shall be determined by the Lessors and receipts thereof together shall be issued to the Lessees in the proportionate percentage of share of the parties of the 1st and 2nd Part. The Party to the Second Part confirm to the declaration of the Owners, mentioned hereinabove.

For Shree Vinayaka Homes (P) Ltd.
Debanan Ray
Director

Submitted by :-
 Dia Roy
 Architect - Reg.
 Anu Shari Roy.
 Tridib Kumar Roy
 Uttayata Roy.
 Shubha Roy

5. That in addition to the above both the Land Owners and Developer and their nominee, assignees, transferees and (allottees) whom so ever may be, shall have right to use and enjoy commonly all the facilities, amenities, installations and utilities that shall have to brought in and affixed by the developer in the said complex, and shall form part of the constructed property.
6. That the Land owners of the 1st Part do hereby permit the developer, for demolition and removal of the entire structures standing over the said property excluding fixtures furniture and belongings on the date of execution of this agreement, to enable the developer for development and construction of the complex complete in all respect in the scheduled property hereinafter appearing at the foot of this agreement.
7. That the Developer while developing the said property and preparing the plan with the consultation of the Architects will ensure the maximum F.A.R.
8. That immediately after the execution of this Development Agreement, the Second Partys hall expeditiously proceed with approval of the final plan with the Deoghar Municipal Corporation or other authority and shall undertake demolition and reconstruction of the COMPLEX on the said property, in a time bound manner. The Party of the Second Part has represented that there shall be no financial constraint or any compromise in the Quality of work and services agreed upon.
9. That the developer shall take due consultation advice from the land owners of the first part before submitting and filing for sanction of any final plans for construction of the said building complex, either at Deoghar Municipal Corporation or before any other competent authority. The developer will take signature of the party of the first part on the plan before submission to the competent authority for approvals.

For Shree Vinayaka Homes (P) Ltd.
 Director
 For Shree Vinayaka Homes (P) Ltd.
 Director

Subrata Ray.
SIA Ray
Abyut Kumar Ray.
Anu Shri Ray.
Tridib Kumar Ray
Atyanta Ray.
Shubha Ray

10. That the landowners of the 1st Part has further assured that the entire abovesaid landed property is free from all encumbrances, charges and there has not been any notifications for its acquisition, either from Govt. or Deoghar Municipal Corporation or any other Competent Authority etc. nor there is any prohibitory order or restriction in construction of Multi Storied (Residential & Commercial) Building/Complex over the said property and has further agreed to provide all the relevant/ required original/certified and such other relevant documents to prove their title on the said property to the satisfaction of local development authorities or statutory bodies. The Developer has agreed to develop the said property described in its schedule A property hereunder written by constructing multi storied building complex as said earlier herein, consisting of shops/offices, dwelling units, car parking space and other facilities and amenities agreed, in the said property. However, after completion these shall be included for the purpose of rental and/or service charges which shall be shared or transferred to the account of the First and Second Part, in the percentage of share in the constructed building, as has been agreed. THE COMPLEX will be constructed by the Developer and the name of the said complex shall be continued to be known as the existing name of the building.

11. That the land owners of the 1st part hereby further authorize the Developer to do if required all other acts, deeds, matters, things and particulars for the furtherance and execution of the scheme at the cost of the developer:-

- a. To engage Architects, Surveyors, Engineers and Contractors or petty contractors or other persons relating to development over the said property in question.
- b. To make applications to the concerned Authorities for obtaining permits after applying for quotas of cement, steel and other control building materials and for obtaining electrical connection or water connection or sewerage and drainage connection, fire etc.

For Shree Vinayaka Homes (P) Ltd. Director
For Shree Vinayaka Homes (P) Ltd. Director

Subalal
 Shri Ray
 Achyut Kumar Ray.
 Anu Sanku Ray.
 Tridib Kumar Ray
 Atiyath Ray.
 Shubha Ray

- c. To accept service of any writ summons or other legal notices and to appear and represent the owners in any court, Judicial, Tribunals and other Statutory authorities or Board in connection with the said development work and to commence or file suits, action / actions or other proceedings in any court or before Public Officer or Tribunal relating to the said work of development over the said property and for any of the purposes aforesaid, to sign, execute and deliver or file all necessary Vakalatnamas Affidavits, Plaints, Application and other documents, papers and writings etc. subject to the terms of this agreement.
- d. To display developer's firm sign board at the site and to give it under advertisement in local papers and daily News Paper, electronic media or any other form of advertisement, for overall promotion and marketability of the property. However, any commitments made can be given effect to only after the Second Part hands over the complete building, structure etc. together with Services and amenities to the First Part, as stated in the preceding part of the present Agreement.
- e. After Registration of this Development Agreement in the registry Office at Deoghar to the above effect, the Land Owners and Developer shall be entitled too renter into agreement with prospective Lessees. However, such agreements would not entitle the Developer to create any third party right in any manner, till the complete building as mentioned above is handed over to the First Party, complete in all respect, upon successful completion of the project undertaken. Hence, the Developer shall be obligated to execute and complete the undertaken activities in a time bound manner.
- f. The right to use and enjoy commonly with the First Party and the Developer, the Lessees or future occupants shall be compulsorily responsible to pay for, maintain, repair and/or pay for damages, if any, caused to the premises during the tenure of stay and use of all common areas and common facilities i.e. common verandah, balconies, lifts, common staircase, setback areas, boundary wall, generators, fire-fighting equipment, electrical installations in common areas, pipe fittings and all other fittings and fixtures meant for common areas and common purposes. These would be subject to Service charges.

For
 Shree Vinayaka Homes (P) Ltd.
 Director

For
 Shree Vinayaka Homes (P) Ltd.
 Director

Submitted by:
D. La Roy
Ajay Kumar Ray

Anu Chini Ray.

Tridib Kumar Ray

Atungata Ray.
Subho Ray

12. That the Development of the said property shall be by and on account of the Developer and neither land owners themselves jointly or individually nor any other persons claiming through any of the above named land owner shall have any right in the Development of the said property as per agreed and approved plan and specification by the Deoghar Municipal Corporation or Competent Authority, unless revoked by the Owners for Breach.

For Three Vineyake Homes Pvt. Ltd.
Jant Kumar
Director

13. That the developer shall bear the registration charges of the Development agreement.

14. That the Developer has agreed to construct and develop the Complex, by using latest available technology and design and develop the complex with ISI and standard mark materials, together with required measures with earthquake resistance and with following features and specifications:

1. Structural specification :-R.C.C framed structure
2. Civil work & flooring :- wall with plaster of required thickness and POP in walls, flooring with Vitrified Tiles, Granite, Stone where ever required,
3. Door & window :-Aluminium floor window and good quality wood/plywood will be used in the door .
4. Toilet :- Ceramic Glazed tiles upto the height of 7 ft with washbasin , Shower with hot & cold water arrangements and Jaguar fittings.
5. Kitchen:- Working platform of Granite top with glazed tiles dado up to 2 feet height above working top fitted with stainless steelsink, water connections, with standard taps of Jaguar fittings and multi point electrical connection sockets at more than two places of the platform.
6. Electrical:- Concealed PVC Conduit with copper wiring and standard electric Accessories with adequate light power points (without fan, tube, bulb, etc.)with base wire fittings as per specifications.

For Three Vineyake Homes Pvt. Ltd.
Renu Chini
Director

Submitted By:-
Sia Roy
Ajay Kumar Ray.

Anu Chui Ray.

Tridib Kumar Ray

Manoj Kumar Ray.
Sushanta Ray

7. Plumbing: - All internal G.I. / PVC pipe shall be concealed.
8. Finish:- All internal walls and ceiling with primer and wall putty.
9. Cement:- Any branded recognized cement
10. Water:- Uninterrupted 24 hrs. water supply from deep boring.
11. TV /Dish/Telephone/internet :- Two point in each Flat
12. Roof tops:- Water proofing & thermal proofing on the total roof area.
13. Rain water Harvesting
14. Fitting of appropriate and standard company lifts, till the roof.
15. Fire fighting installations.

15. That the developer undertakes to makeover and attend to any damages, cracks etc. or structural faults that may come to notice subsequently, for a period of three years from that date of completion. This shall be considered as the basic warranty period so as to re ascertain that the developer has used standard materials and that they comply to the standards of safety and acknowledged norms, and there has been due care on aspects of craftsmanship.

16. That time being the essence, the project will be completed within 2 years from the date of obtaining Sanctioned plan from Deoghar Municipal Corporation or any other competent authority, subject to the condition that the delay is not attributable to the Developer. The Developer shall take immediate steps for obtaining sanction

For
Shree Vinayak Homes (P) Ltd.
Director

For
Shree Vinayaka Homes (P) Ltd.
Director

Subrata Ray

Sia Roy
Kshipt Kumar Ray

Amreshu Ray

Tridib Kumar Ray

Atyagata Ray
Shubra Ray

of the Building Plan for construction from the Deoghar Municipal Corporation or such other competent authorities. After completion of 24 months another Six months grace will be given to the developers. It may be clarified that the period of completion is subject to the principle of force majeure, fire, tempest, acts of God. It is only in such events notified by the Government, that such period shall be so extended. In case the Developer fails to complete in all respect together with installation and operation including completion of electricity, water connection, lift, sanitation, fire safety etc. the developer shall be liable to compensate the land owner @ Rs. 50,000.00 (Fifty Thousand) only per month or part thereof for period of 6 months from the scheduled completion including grace period of six months. However, beyond this period, the mesne profit shall be @ Rs. 5,000.00 per day apart from damages.

17. That the Land Owner and Developer hereby also finally determine, allocate and define their respective constructed built up area separately, to the extent of 37% but to the exclusion of ownership rights over the common area on the said floors, In addition to this the Developer shall have right of enjoyment over the Parking space in the Basement to the extent of 37 percent. In addition to this, the Developer shall have right of access and obligation of common maintenance over areas of common use in the constructed complex like areas of ingress and egress, staircase/lift, shaft area and common area on the respective floors and over the roof top .The ownership right of the Developer to the extent of 37 percent on the Commercial floors shall be limited on alternate sides, across the length upto the First Floor and shall have exclusive possession of the Second Floor, as detailed above. The Developer shall have exclusive and absolute right to deal with the same in any manner, limited only to his share of 37%. In the commercial space excluding common area.

For Shree Vinayaka Homes (P) Ltd.
K. Sree Vasava Hoopes

Director

For Shree Vinayaka Homes (P) Ltd.
S. Kumar

Director

Subscribed by:-
Sia Roy
Ajay Kumar Roy.

Anushri Roy.

Tridib Kumar Roy

Mayati Roy.
Shubra Roy

18. The Land Owners of the 1st Part shall have full right and authority to inspect from time to time the construction and development works including the quality of materials etc.

19. The party of the first part will handover registered power of attorney to the party of the Second part for smooth transfer, sale, dealing or leasing out of its share of commercial space to any third party or family members of directors. These shall come into effect after completion of construction, together with amenities, installations as agreed and after handing over of complete possession, mentioned above.

20. That land owners will not be entitled to take steps to dispossess the developer or their men during the development and construction works of the complex, in terms of this development agreement within the specified period, unless the object is found to be ulterior.

21. That for the purpose of verifying the correctness of the declaration made hereinabove, regarding the absolute ownership and marketable title over the said property and there lating undertaking that the same is free from all encumbrances and that the said property or any part thereof has not been encumbered anywhere, the land owners has provided the photocopy of all the title documents to the developer , relating to the said property for the purpose of verification, including investigation of the land owners title, over the said property. The Land Owners undertakes to hand over original/certified copy or any other documents when over required by the developer and to present and file the same before any competent authority.

22. That the developer further undertakes:

- a. The developer shall not indulge in any act of commission or omission expressly or impliedly directly or indirectly by which the owner'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 complete building, as agreed above or at any time thereafter.

For Shree Vinayaka Homes (P) Ltd.
Sant Kumar

For Shree Vinayaka Homes (P) Ltd.
Sant Kumar

Subrata Ray
Dia Ray
Ajay Kumar Ray
Anu Shri Ray.
Tridib Kumar Ray
Anagata Ray.
Shree Vinayaka Homes (P) Ltd.
Sudha Roy

Director

- b. To indemnify the owners and always keep them indemnified and harmless in respect of all claims damages compensations or expenses incurred as a consequence of any injury or accident sustained by any workmen artisan or invitees or other persons in the property whether in employment of the developer or not while in or upon the said property and during the period of construction of the said building/complex thereon.
- c. The Developers shall not create any charges or encumbrance over the Land Owners in the Complex for its own benefit without the written consent of the Land Owners.

For Shree Vinayaka Homes (P) Ltd.
Sudha Roy

23. That in case there be any defect in the title of the Land Owners or there be any liability or any encumbrances, then in such event the developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the landowners at the owners cost and expenses, and the same shall be reimbursed from the owner's share of the landowners.

For Shree Vinayaka Homes (P) Ltd.
Sudha Roy

24. That all outgoings including municipal taxes, other charges and Bills in respect of the said property shall be borne and paid by the Land Owner till the date of signing of the present Agreement. The developer shall thereafter take steps and undertake demolition and development, upon execution and registration of this agreement and obtaining permission for demolition from the authorities. After the handing over of the building, the Parties of the First and Second Part shall be jointly liable to pay all Electricity, Water etc. Bills, maintain Licences, if any. Pay Taxes Duties Service Charges, Cess or other levies in the percentage of 63 and 37 for the entire building. The Parties to the present Agreement shall in turn recover proportionately from the Lessees, purchasers, tenants etc. The finer details as regards mode and manner of incurring expenses, maintenance, payments, ways of maintaining accounts, joint funds etc. shall all be discussed and form part of a separate Agreement between the First and Second Part, but broadly in line with what has been agreed in the present Agreement.

For Shree Vinayaka Homes (P) Ltd.
Sudha Roy

Subrata Ray

Sia Ray

Ashut Kumar Ray

Amr Chai Ray

Tridib Kumar Ray

Shyama Ray

For Shree Vinayaka Homes (P) Ltd.

Sanjay Kumar

For Shree Vinayaka Homes (P) Ltd.

Shantanu

Director

25. That the Developer has agreed to provide go down space with sufficient and safe storage space for keeping the belongings, appurtenants, fixtures and furniture of the existing building for the entire period of demolition, construction and handing over of possession of the constructed building free of charge upon the owners.

26. The developer has also agreed to provide a 2 bed room flat for the entire period of demolition, construction and upto completion of the project.

27. That upon delivery of possession to the LandOwners after completion of construction, as agreed, all outgoing in respect of the said property/land and the said buildings thereon shall be borne and paid by the landowners and the developer proportionately in the proportion of the respective hares in the total built up area, as also for the areas in joint possession, as mentioned hereinbefore. (The word proportionately with all its cognate variations whenever used in these presents shall mean the proportion in which the parties hereto and/or their nominees acquiring portions of the build ingareen titled to the ownership or right of use of common spaces within the covered areas in the building).

28. That the Developer and the nominees of the Developer shall own and hold portions of the building comprised in the developer's area, together with proportionate right to use and enjoy commonly the common facilities and amenities, proportionate undivided right in land area as also the common area what so ever to be provided in the said complex on payment of proper maintenance charges proportionately. Similarly the Land Owners and their nominees shall also own and hold the owners area, together with proportionate undivided rights in the land area and Common spaces, with further right to use and enjoy commonly the common facilities and amenities, what so ever to be provided in the said complex on payment of proper maintenance charges proportionately.

Subrata Ray
Sia Roy
Achyut Kumar
Anu Shri Ray

Tridib Kumar Ray
Atyogata Ray
Shubraa Ray

33. Common area including staircase bathroom and light shall be subject to joint maintenance by the parties proportionate to the percentage of constructed area in the Basement and upto 2nd floor plus the common area upto and including the roof. Separate maintenance agreement for the purpose of proper maintenance shall be entered into with the occupiers/ lessee /tenants occupying the portion of the premises on lease/ rent for the leased /rented as well as the period under unauthorized occupation in order to ensure maintenance and proportionate maintenance charges per month shall be charged.

For Shree Vinayaka Homes (P) Ltd.
Dant Kumar
Director

34. In the event of any portion remaining unoccupied by any lessee/tenant for any period it shall be the responsibility of the land owners and the developer to maintain the premise in the proportion agreed. The maintenance charges shall include day to day maintenance of common area lifts, electricity charges, water charges, payments to be made to guards, sweepers, electrician, plumber, replacement of minor fixtures bulbs, damaged electrical connection, taps and other normal fixtures and of minor repairs.

For Shree Vinayaka Homes (P) Ltd.
Dant Kumar
Director

35. It shall be the responsibility of the land owner and the Developer in the proportion agreed including those in common occupation to make payment of all the taxes, duties including that of the corporation levies charges land revenue and duties as per the prevailing Government Rules and statutory modification from time to time.

Dant Kumar
Director

Subrata Ray
Sia Roy
Achint Kumar Ray

Anu Shree Ray

Tridib Kumar Ray

Atthapata Ray
Shubra Ray

36. The Builder shall ensure all HSE conditions and statutory responsibilities of labor engaged and shall ensure to make adequate provision in the entire building/structure for safety against fire, air-conditioning hazards electrical etc. and shall obtain adequate energy consumption permission (sanctioned load) and approval from the authorities. In the event of any accident happening at site during construction by the engagement of Labor by the Developer or its Contractor, the responsibility shall be solely confined to the Contractor or the Developer and to the exclusion of the Owners. Compliance of Labor legislations shall be the sole responsibility of the Developer or the Contractor engaging workers at site.

For
Sanjay Kumar Ray

37. That the parties do here by agreed that pursuant to obtaining of final plan and drawing with exact specifications from the Architect, the parties hereto and to the exclusion of any other, may enter into and sign a supplementary agreement either through all or through some of the parties hereto represented through their GPA's. The said supplementary agreement shall form part and parcel of the present Registered Agreement.

For
Shree Vinayika Homes (P) Ltd.

Shankar A Sankar

38. The parties do hereby agree that they shall have the right to mutually settle and arrive at a consensus in the event of any issues relating to differences or to the extent of repugnance between the two.

39. In the event of any differences or dispute which the parties are unable to settle, the parties shall have the right to get the same settled or adjudicate by nominating a Sole Arbitrator who shall act in accordance with the Arbitration and Conciliation Act, 1996, Rules and statutory modifications, thereto.

Subrata Ray
 Dora Roy
 Abhijit Kumar Ray
 Anu shri Ray
 Tridib Kumar Ray
 Abhigata Ray
 Shubhra Ray

40. The parties further agree that in the event of any dispute arising between the parties, the courts of Deoghar shall have territorial jurisdiction and the parties shall submit themselves in accordance with the same.

41. That even in case any difference or dispute arises, after the construction has started, the work shall continue to progress, except in cases of grave and irreparable loss that may be egregious in nature, where in either party may get the dispute resolved through due process of Law by judicial intervention.

Description of the Land / Property under this development agreement.

SCHEDULE "A" OF THE PROPERTY ABOVE REFERRED.

All that piece and parcel of unsurveyed Basauri transferrable land measuring an area of 3256 Sq. ft, being Town Plan Plot No. 660, 661 and 662, under Jamabandi No. 209/1, within Deoghar Municipal Ward No. 12, Deoghar Municipal Corporation Ward No. 21^{NEW-12} situated In the District of Deoghar, Sub-division, Subregistry and P.S Deoghar, Mouza-Shyamganj, Thana No. 413, more fully shown in red color marked as X-1 attached map herewith which is butted and bounded as follows :-

North :--Hospital Ground.

South :--Share of Ranjit Narayan Ray marked as X/2

East :--Station Road.

West :--Deoghar Hospital

For Shree Vinayaka Homes (P) Ltd. Director
 For Shree Vinayaka Homes (P) Ltd. Director
 For Shree Vinayaka Homes (P) Ltd. Director

Subrata Ray

Subscribed At:
D/a Roy
Acharya Kumar Ray
Anu shri Ray.

Tri Dib Kumar Ray
Kalyan Roy
Subhara Roy

Together with the completely constructed building having 63 percent share in commercial and residential area, common area with roof rights, amenities, fixtures, services as mentioned in the body of the Development Agreement

SCHEDULE "B" OF THE PROPERTY ABOVE REFERRED.

In the above referred schedule "A" property, the joint undivided proportionate share of land to the extent of 37% of the constructed commercial area with proportionate Car Parking, exclusive possession of Second Floor and excluding any share in the Third and Fourth Floor, shall form part of this Schedule. The extent of common area in the entire building shall be commonly used by both the party of the schedule A & B without any exclusive ownership rights. The ownership rights in the roof shall remain with the land owners excluding common area as described in the development agreement, for carrying out maintenance of common installations. Any future construction by way of addition of floors shall be divided between the developer and the land owners in the agreed proportion of 37% & 63%. The roof rights as mentioned, shall progressively shift to the subsequent floor/s with rights thereof being with the owners

For Shree Vinayaka Homes (P) Ltd.

Subhara Roy
Director

For Shree Vinayaka Homes (P) Ltd.

Shankar P
Director

Subrata Ray
Sia Ray
Ajay Kumar Ray

Anu Shri Ray

Tridib Kumar Ray

Shyama Ray
Shubra Ray

In witness where of the parties hereto have set their respective hands to this Agreement made on the day month and year as first written above in presence of the attesting witnesses after having been read over and explained its constants and being understood by both the parties thereto.

Shantanu Suman
S/o: Shankar Pd. Singh
Add: Shiv Mander Road, Bompas Town
B. Deoghar, Jharkhand - 814112

Ravi Shankar Jha
S/o Shree Purmanand Jha
Add: old 3 No. Fari
Cuttack town (Deoghar)

Aakash Kumar Yadav.
S/o Baldeo Yadav
No village. Jharkh
P.O. Manigashi
P.S. Saswan
Dist. Deoghar
814150

For
Shree Vinayaka Homes (P) Ltd.

For
Shree Vinayaka Homes (P) Ltd.

Shankar P A
Sub
Director

Director

Photo, Signature and L.T.I.

Subrata Roy.

JLA Roy

Achyut Kumar Roy.

Amu Cheri Roy.

Vidib Kumar Roy

Achayeta Roy.

Shubra Roy







Subrata Roy

Shree Vinayaka Homes (P) Ltd.







Shenkar

Director

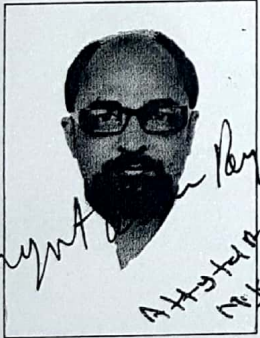





Subrata

	SUBRATA ROY. Subrata Roy. Mob: 9431548700 790 3572590				
					

JLA

	JLA ROY Mob: 6200746988 JLA ROY				
					

Achyut Kumar Roy

	ACHYUT KUMAR ROY Mob: 9811678928 Achyut Kumar Roy.				
					

Subscribed By:-

Sia Ray

Achaynt Kumar Ray

Anusheer Ray

Tridib Kumar Ray

Tathagata Roy

Shubra Ray



















Forant Kumar Ray

Shree Vinayaka Homes (P) Ltd.

Director

Shankar Pat Gwal

Photo, Signature and L.T.I.

 <p><i>Anusheer Ray</i></p>	<p>ANUSHEER RAY Mob: 9835700539 Anusheer Ray</p>				
					
 <p><i>Tridib Kumar Ray</i></p>	<p>TRIDIBKUMAR RAY 9217862640 Tridib Kumar Ray</p>				
					
 <p><i>Tathagata Roy</i></p>	<p>TATHAGATA ROY Mob: 9717862640 Tathagata Roy</p>				
					

Subrata Bhowmik

S/A Roy

Achint Kumar Roy

Anu Chri Roy

Tridib Kumar Roy

Shreyata Roy

Shubhra Roy

For Shree Vinayaka Hgmet

Director

Director

Photo, Signature and L.T.I.

	Shubhra Roy SHUBHRA ROY		MOB: 8102685641		
	Ravi Kumar Jha		9431190495		
	Sankar Prasad Saha		8210019059 9431165009		

Read over the contents of deed and explained to the parties Madhukar Kr. Jaiswal
Adv. Deoghar, 30.01.2021

Certified that the left hand finger print of all the persons whose photographs
affixed in this deed has been taken by me Madhukar Kr. Jaiswal, Adv. Deoghar
30.01.2021