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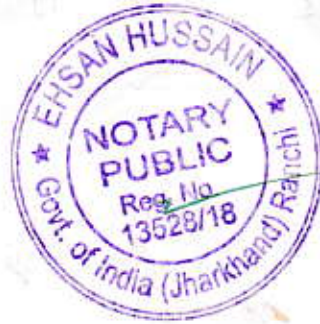
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Certificate No.	: IN-JH27662418478933S
Certificate Issued Date	: 13-Mar-2020 12:05 PM
Account Reference	: NONACC (SV)/ jh9006904/ RANCHI/ JH-RNC
Unique Doc. Reference	: SUBIN-JHJH900690440770335339102S
Purchased by	: MONT BLANC CONSTRUCTION LTD
Description of Document	: Article 5 Agreement or memorandum of an Agreement
Property Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MONT BLANC CONSTRUCTION LTD
Second Party	: NA
Stamp Duty Paid By	: MONT BLANC CONSTRUCTION LTD
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



Authorised Under Notaries Act 1952
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Govt. of India (Jharkhand)



Signature

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13 MAR 2020

Singh Kumar



SR 0007514846



Gilip Kumar



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DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** is made and entered on this **13 MAR 2020** Day
of -----, 2020 (Two Thousand twenty)

BETWEEN

1. **SRI DILIP KUMAR** S/o Late Ramanand Prasad, Grandson of L. Sachidanand Prasad, Resident of C/o Sri Ashokananda Prasad, P.S. Dayal Road, Barmasiya, B.Deoghar, Distt. Deoghar, PIN 814112, State Jharkhand.

PAN: ABTPK1932B

Dilip Kumar



Dilip Kumar



13 MAR 2020

UID:5668 5006 6543

MOB No:9835510417

2. **SRI RAJKUMAR** S/o Late Ramanand Prasad, Grandson of L. Sachidanand Prasad, Resident of C/o Sri Ashokananda Prasad, P.S. Dayal Road, Barmasiya, B.Deoghar, Distt. Deoghar, PIN 814112, State Jharkhand

PAN: AHOPK5240K

UID: 3156 9070 0524

MOB No: 9717002509

Hereinafter referred to as **OWNER 1 & OWNER 2** respectively and individually and "**OWNERS**" as combined (Which term or expression shall unless excluded by or repugnant to the subject to context be deemed to include their heirs, executors, successors, and legal representatives of **ONE PART**).

AND

MONT BLANC CONSTRUCTION LTD., (CINU99999BR1989PLC3491) A Company Regd. under the Indian Companies Act 1956/2013, having its Branch Office at Sai Vatika, Sri Sai City Complex, Pundag, Ranchi through its Director Sri Ganapaty Jagvandan, S/O Late Bal Krishna Prasad, by Cast Kayastha, by Faith Hindu R/O 36/C, Ashok Nagar, P.S. Argora, District Ranchi (Jharkhand) PAN AACCM3960G, hereinafter referred to as "**DEVELOPERS**" (Which term or expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors or assigns of the **SECOND PART**).

PAN – ADMPJ5407H (Ganpaty Jagvandan)

PAN – AACCM3960G (Mont Blanc Construction Limited)

UID- 2659 0602 9322 (Ganpaty Jagvandan)

Mob no- 9308888881

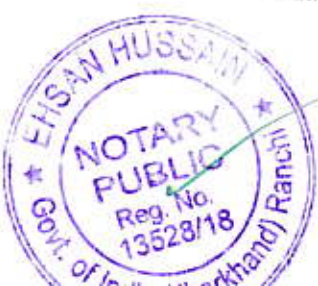
Mail id – jagvandanpriyadarshan@gmail.com

Mail id – montblanclimited1989@gmail.com

Sri Raj Kumar

Jagvandan

13 MAR 2020



DESCRIPTION OF THE PROPERTY:

That both the Owners 1. Dilip Kumar, 2. Raj Kumar are the absolute owner of the land admeasuring Four Kathas, equivalent to 23.24 (Approx.) Decimals or 10,120 sq. ft. Situated at Saket Vihar, P.S. Deoghar, Town and District – Deoghar in the state of Jharkhand land bearing Mauza – MadariChak, Thana No. 11/0256, Cadastral Survey Plot No. 217, Khata No. – 12/3165(KH), Ward No.- 14, Holding No. 275 within the limit of Deoghar Municipal Corporation and within the jurisdiction of Sub and District Registration Office – Deoghar in the state of Jharkhand.

DESCRIPTION OF THE LAND: All that piece and parcel of residential vacant land measuring more or less Four Kathas, equivalent to 23.24 (Approx.) Decimals or 10,120 sq. ft. Situated at Saket Vihar, P.S. Deoghar, Town and District – Deoghar in the state of Jharkhand land bearing Mauza – MadariChak, Thana No. 11/0256, Cadastral Survey Plot No. 217, Khata No. – 12/3165(KH), Ward No.- 14, Holding No. 275 within the limit of Deoghar Municipal Corporation and within the jurisdiction of Sub and District Registration Office – Deoghar in the state of Jharkhand, the entire land is bounded as follows :-

EAST : - MAIN ROAD
WEST: - 12' WIDE ROAD
NORTH: - 12' WIDE ROAD
SOUTH: - LAND OF SRI S.C. SINHA

THAT both the Owners have collectively decided to develop the land and have appointed M/s Mont Blanc Construction Ltd as the Developer of the land.

Dilip Kumar

Dilip Kumar

19 3 MAR 2020



AND WHEREAS, under the master plan of **Deoghar**, the area in which the said property is located has been designated as residential area.

AND WHEREAS the Owners covenants that the aforesaid property is in their exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges, and attachments, and is in marketable condition and has in himself good right, full power and absolute authority and title to transfer the whole or part of the said schedule property.

AND WHEREAS, the developers have consented to develop the land and are interested in developing and constructing a multistoried residential complex on the said piece of land as per the prevailing **Deoghar Municipal Corporation (DMC)** norms on the scheduled property as mentioned in schedule "A" at their own cost and finance raised through selling of flat / Parking space and other tenements of their own share.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. DEFINITIONS.

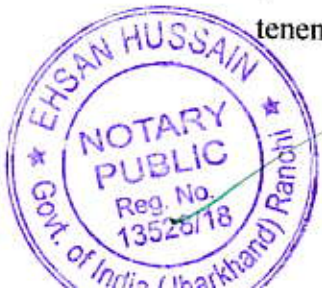
That the "OWNERS" will mean the party to the first part of this agreement named above and this term or expression shall unless excluded by or repugnant to the subject of context be deemed to include their heirs, executors, administrators, representatives and assigns.

AND WHEREAS, the Owners wish to develop the land by way of constructing multistoried complex thereon and have offered the developer the said piece of land to develop it by constructing flats, parking space and other tenements.

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[Signature]

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AND WHEREAS, the Developer having examined the documents relating to Ownership of the property and having satisfied prima facie that the Owners are absolute Owners of the property, have consented to above and are interested in developing and constructing a multistoried residential complex on the said site as per prevailing **DMC** norms on the scheduled property as mentioned in schedule 'A' at their own cost and finance raise through selling of flats, Parking space and other tenements of their own share excluding the Owner's share.

That the "DEVELOPER" shall mean the developer above named and this term or expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors or assigns.

That the "Multistoried building complex" shall mean all flats, shops, office space, parking spaces, tenements, common pool areas and other common utility spaces and items to make them functional in all respect. This shall also include the development of the site and boundary walls with proper security arrangements.

That the common facilities and amenities shall include corridors, stairways, passage way, drive ways, common lavatories, generator, tube well, overhead tanks, water pumps, lift arrangements etc.

That the flats shall mean the built-up area consisting of bedrooms, living rooms, kitchen, balcony, verandah etc with construction specification described in Schedule - B of the Agreement.

That the maintenance committee shall mean the agency as described in Schedule-C of Agreement.

S'hip kumar

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13 MAR 2020



That the "UNIT" shall mean flat with joint Ownership of its floor, roof and common walls.

That the "PLANS" shall mean the plans and designs of the multistoried building complex to be constructed in the land noted in schedule "A" including any variations therein which may subsequently be made by the subsequent Paras of this agreement.

That the "PARKING SPACE" shall mean the covered/open space reserved in the multistoried building complex for parking of petrol or diesel driven two wheelers or four wheelers (Light motor vehicle) only.

That the "ARCHITECT" will mean architect or architects duly registered by the Council of Architecture and holding a valid license issued by DMC.

That the "Covered Area" shall mean the covered areas as defined in the by-laws and or regulations of DMC.

That the "Uncovered Areas" shall mean all such spaces that shall not fall under the category of covered areas.

That the "Maintenance Committee as mentioned in schedule "C" of this agreement.

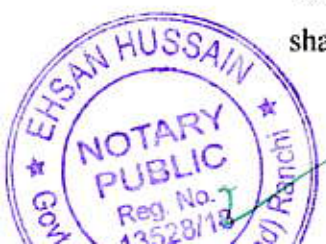
2. OWNERS AND DEVELOPERS' covenants as follows

The **Developer** hereby covenants that the entire construction and development work to the property will be carried out by the developer through self-arranged funds or by raising funds by booking Flats and other tenements in the Developer's share only. In no circumstances the Owners share shall share any financial

S'hip Luman

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responsibility with the developer. The Owner and Developer will share the building in 45:55 ratio respectively. The 45% of the total built up area will be the full and final cost/exchange value of the land under development.

That the owners have already submitted a plan for sanction to the concerned authority and the map of the building has been sanctioned vide B.C. case no. DGMC/BP/0055/W14 2019 dated 13.02.2021

AND WHEREAS, in future, if the Building bye-laws are relaxed and any further construction is permitted by the Local authorities ie; **Deoghar Municipal Corporation** permits to have additional built-up area over and above the present proposal, the same shall be built and allocated in the ratio of **45%** Owners and **55%** Developer In this eventuality, entire cost shall be borne by the Developer and the Owners shall not pay anything in this regard. The Developers shall have rights to resubmit revised map and all the cost shall be borne by the Developer.

The Owners hereby covenants that the title of the land is clear and marketable and they have neither created any charges on the land nor have dealt in any manner with any person or persons regarding the sale or development of the aforementioned land before this agreement. That the land is free from all encumbrances, liens and charges and the land is in their exclusive possession and none-other have any right title or interest in this property.

The owner further covenants that if the Developer suffers any loss on account of defect in the title of land same shall be the responsibility of the Owners and the Owners will compensate the Developer for any loss.

3. OWNERS AND DEVELOPERS' SHARES.

13 MAR 2020

S. K. K. K.

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The Owners and developer shall share 45:55 percent of built-up area as per sanctioned map respectively.

- 2.1 That the Developer shall construct, erect and complete the said building at their own cost and allocate Owners share.
- 2.2 That the Owners are seized and in possession of the schedule property and have granted a license to the developer to develop the land by way of constructing multistoried complex thereon and have offered the developer the said piece of land to develop it by constructing flats/shops / office space parking and other tenements. The actual transfer of the property shall come in effect from the date of possession to the Owners of their respective shares.
- 2.3 That in case the developers construct further area beyond the sanctioned plan or sanction and approval of the competent authority but without effecting the rights of the Owners in their share, the developer shall however get such deviation regularized by the DMC or competent authority and the cost incurred shall be borne by the Developer.
- 2.4 That the Owners has agreed to appoint the developer to undertake the development of the said premises on the schedule land and to entrust the right to sell, transfer and convey to the extent of the remaining total covered area of the building complex excluding the share of Owners, to the customers and the developer had agreed to undertake the development of the building complex on the schedule land and to sell the flats, parking spaces, tenements etc. excluding the share of Owners.

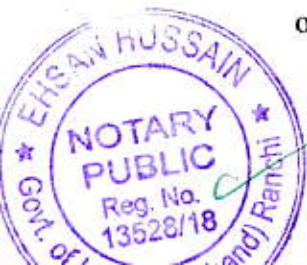
4. ACCESS TO THE SITE.

That the Owners hereby and from the date of the execution of this deed, permit the developer to develop plan and construct the proposed building complex on the schedule property.

13 MAR 2020

Sh. Vip Kumar

Sh. Vip Kumar



That the Owners has handed over all the related documents of the land in original to the developer at the time of this agreement.

5. APPROVAL OF THE BUILDING DRAWING:

That the developer shall get the drawing prepared in such a manner that the maximum permissible covered area as per existing law, is achieved / constructed.

That all expenses in connection with the preparation of the building drawing or plan through reputed architect and the approval there of by the DMC or such competent authority shall be borne by the Developer.

That the Developer shall hand over the copy of the approved drawings or maps or plans to the Owners as and when demanded by the Owners, within one month of the approval of the same by the competent authority.

6. SPECIFICATIONS OF THE BUILDING COMPLEX AND DEVELOPED SITE.

That the specifications of the building complex and the developed site shall be as per "Schedule" 'B'.

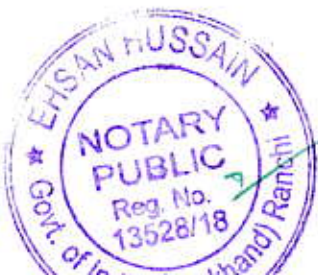
7. TIME LIMIT

- a) THAT the Developer shall take 3.0 (Three) years (Thirty-Six months) from the date of drawing or plan are approved by the Real Estate Regulatory Authority (RERA Jharkhand) & actual vacant license to work at site after the execution of the agreement between the parties to

S. K. Kumar

Dr. J. S.

7 3 MAR 2020



complete the construction in all respect. Provided that if any time is lost to the developer by such event which is beyond the control of the developer's fault or negligence or mismanagement then so much of the time as is so lost, shall further be added to the aforesaid period.

b) That the grace period will be for six months only.

8. STATUS OF LAND

- That the Owners have not created any encumbrances on the scheduled property or any part thereof by way of sale, mortgage, exchange, lease, trust, assignment of right, gift, lien, leave license, permission, rent possession, change inheritance or any other encumbrances whatsoever.
- That no notice or notification for acquisition or acquisitions under the statutes for the time being in force, has been received, served or issued affecting the scheduled property or any part thereof and the Owners / Owners is / are entitled to develop and /or caused to be developed the scheduled property.
- That there is no notice or order passed by the DMC or any other body or authority for setback or acquisition of the scheduled property or any part thereof and there is no requisition of whatsoever nature by the Municipality or other body or authority concerning or affecting the scheduled property or any part thereof.
- That there are no statutory claims, demands, attachment or prohibitory orders made or issued by the taxation authorities, revenue authorities, municipal authorities or any government or other local bodies or authorities concerning or affecting the scheduled property or any part thereof.

13 MAR 2020

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Shrip Kumar



- That there are no attachments either before or after judgment and there are no claims, demand, suits, decrees, injunctions, orders, insolvency notices, partitions or adjudication orders made or issued by or at any instance of any part thereof.
- That apart from the Owners, none else is entitled to or has any share, right, title or interest in the scheduled property or any part thereof either as a partner or any partnership or coparcener in any joint family or otherwise and that the Owners are not benamidar or trustees for anyone in respect of the scheduled property the maintenance and upkeep thereof, any funds of the joint family or any nucleus family thereof.
- That the Owners hereby irrevocably undertake not to sell, dispose, alienate the scheduled land or any part thereof save and except putting the developer in possession as their agent for the purpose of development pursuant to this agreement with the ultimate object of granting, conveying and transferring the property as per Para - 11 to the developer and further irrevocably undertakes not to do any act, deed, matters or things as shall be in contravention of the declaration made in the preceding Para.
- That all the outgoing in the scheduled property from the date of signing of this agreement hereunder shall be borne and paid by the developer, who however shall not be liable for any of the outgoing of the property relating to the period prior to this date, which shall be the liability of the Owners alone.
- That the developer has sufficient financial resources, manpower, technical know-how, equipment and managerial personnel to execute this agreement.

13 MAR 2020

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Ship Kanna



9. DEVELOPMENT

That through this deed, land Owner gives all the power to the aforesaid Builder / Developer to sell Developer's share in the building. Further, the Owners hereby authorizes the developer to do all acts, deeds or matters, things and in particular subject to other provisions of this agreement as follows :-

- a. To have the plans of the proposed building complex to be constructed on the scheduled property amended in accordance with rules & regulations of the concerned competent authorities and to submit the said plan to the concerned authorities with the application for the approval and sanction and to do and sign all writings and undertaking as may be necessary in connection with the approval and sanction of such plan.
- b. To appoint architects, surveyors, engineers and contractors and other person or persons.
- c. To make application to the concerned authority for permit or permits or quota or quotas of cement steel and other controlled building materials.
- d. To obtain electrical connection or connection in the name of the developer for the purpose of executing this agreement.
- e. To accept service of any writ, summons, suits or any other legal process or notices and to appear and present in any court or before any magistrate, judicial tribunal and other tribunals in connection with the development of the building complex and site and to commence or file suits, actions or proceedings in any court or any public officer or tribunal and for any of the purpose aforesaid, to sign execute and deliver or file necessary vakalatnama, claims, plaints, order applications, affidavits, petition and other documents, papers, and writing in case of any legal proceedings in any court of law. The developer shall take all necessary measure at his own cost to protect title, interest and right of the Owners.

13 MAR 2020

Shri Anwar

[Signature]



- f. That during the development of the building complex and site the developer shall not do anything in violation of the existing law and regulations.
- g. That the Developers shall develop the building complex and site as per the approved plan.
- h. That the Developer may mortgage the part or whole of the building complex excluding the Owners share with any nationalized bank to obtain loan / working capital / short term loan to finance the aforesaid project or for loan for purchasers of the flats coming up in this multistoried building except for the Owners shares as mentioned in Para 2.

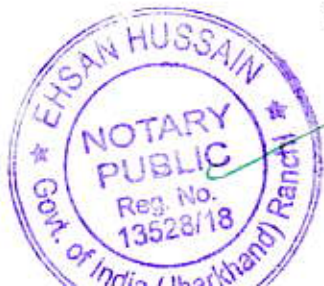
9. POSSESSION BY THE DEVELOPER OF OWNERS SHARE

- 9.1 That the possession of land stays with the Owners till the time development in accordance with the specification laid down is complete in all respect and without any defect therein and the completion of the infrastructure and common facilities is fully functional, as mentioned in this agreement.
- 9.2 That the Owners and/or their nominees shall have the same rights title and interest to use and enjoy all the common pool areas, staircase, common parking spaces, common passages lobbies etc as the occupiers of the developer share shall have.
- 9.3 That in case of any delay in completion of the whole of the project within the stipulated period as mentioned in para - 7 of this agreement, the Developer shall hand over the Owners share complete in all respect with all infrastructural amenities within the further six months. Any further

13 MAR 2020

Dilip Kumar

Dilip Kumar



delay will result in the penalty clause as mentioned in para 6.2 of this agreement.

10. TRANSFER OF PROPERTY

10.1 That the Owners are seized and in possession of the schedule property and have granted a license to the developer to develop the land by way of constructing multistoried complex thereon and have offered the developer the said piece of land to develop it by constructing flats/shops / office space parking and other tenements. Hence, the actual transfer of the property shall come in effect from the date of possession to the Owners of their respective shares.

10.2 That on completion of the building complex and handing over the Owners share of the covered area to the Owners in terms of this development agreement, the Owners, if so required by the developer, shall execute or join in execution of all documents necessary for giving flat buyers legal title to their respective flats.

10.3 That the developer shall be entitled to allot and agree to sell their shares of the covered areas of the building as mentioned in Para 3.4. All amounts receivable thus shall be utilised by the developers for the developmental purpose of the building complex and site to fulfill the terms & condition of this agreement excluding Owner's share.

10.4 That through this deed, land Owners gives all the power to the aforesaid Developer to enter into agreement with the prospective Purchasers of flat in (Developers shares) in the building and the Owners hereby authorises the developer to do all acts, deeds or matters, things and in particular subject to other provisions of this agreement and after the completion of the construction of the

Signature

Signature

13 MAR 2020



building project, developer/promoter shall be absolute Owners of their respective shares and they will be entitled to sell/transfer as per provisions.

11. RESOLUTION OF DISPUTES

11.1 That the Owners and the developers shall make every effort to resolve amicably by direct informal negotiation any disagreement or differences or dispute arising between them under or in connection with this development agreement or effects thereof and terms and conditions and implication thereof.

11.2 That if after 90 (ninety) days from the commencement of such informal negotiations, the Owners or the developer have been unable to resolve amicably the disagreement or dispute, either party may require that the disagreement or differences or dispute referred for resolution to formal mechanism mentioned hereunder.

11.3 That in case of a dispute or differences or disagreement arising between the Owners and the developer relating to any matter arising out of or connected with this agreement, such dispute or disagreement shall be referred to arbitration to whom both the parties have accepted as the sole arbitrator to decide all the disputes or disagreement or differences between the parties as per the provisions of the **Arbitration & Conciliation Act, 1996** as amended from time to time.

12. COMPLETION.

That the developer shall complete the development of the building complex and site in all respects strictly as per specifications agreed upon without any defect within the stipulated time period.

G. N. Kumar

D. S. S.

9 3 MAR 2020



DESCRIPTION OF THE LAND UNDER THIS DEVELOPMENT AGREEMENT

SCHEDULE "A" (PART I)

All that piece and parcel of residential vacant land measuring more or less Four Kathas, equivalent to 23.24 (Approx.) Decimals Situated at Saket Vihar, P.S. Deoghar, Town and District – Deoghar in the state of Jharkhand land bearing Mauza – Madari Chak, Thana No. 11/0256, Cadastral Survey Plot No. 217, Khata No. – 12/3165(KH), Ward No.- 14, Holding No. 275 within the limit of Deoghar Municipal Corporation and within the jurisdiction of Sub and District Registration Office – Deoghar in the state of Jharkhand, the entire land is bounded as follows :-

- EAST :- MAIN ROAD**
WEST :- 12' WIDE ROAD
NORTH :- 12' WIDE ROAD
SOUTH :- LAND OF SRI S.C. SINHA

SCHEDULE "B"

Standard Specification

Foundation: Open cast foundation as per design.

Super Structure: R.C.C. frame structure in filled with brick work 5"/10" in Cement mortar as per design.

Brick Work: 1st class B/W with 1:6/1:8 cement mortar as and where applicable. Or AAC Blocks with Acrylic adhesive bond infilled in super structure

Doors: Hard wood frames / RCC frames (area exposed to sun and light including bathrooms) fixed with 30 mm thick factory built flush panel. Doors painted with two coats of enamel paints over one coat of primer.

13 MAR 2020

Sri S.C. Sinha

[Signature]



Windows: Aluminum frames in windows having sliding panel with guard bars to get as grill.

Flooring: Marble/Ceramic tiles in standard sizes in all covered area of the flat Bathroom

(1) Non-Skid tiles flooring with dado 7'ft. height glazed tiles of 6/12 & 6/8 size of standard make.

(2) White glazed vitreous sanitary ware of Standard make.

Electrifications: Entire internal wiring in copper conductors using concealed PVC conductors

Wall Finish: All internal walls & ceiling finished with Plaster of Paris

Kitchen: Anti-Skid Tiles flooring with Polished Marble top working platform & steel Sink with 1.5ft. dado over working platform.

SCHEDULE " C "

MAINTENANCE COMMITTEE

To be decided by the Owners association as and when formed by the residents. However, the Developer suggests for formation of a corpus fund which shall be collected upfront from the customers/residents for the purpose of maintenance of the building. The amount of such corpus fund shall be decided in cooperation with the Developer.

S. H. Kumar

SCHEDULE " D "

Landowner's Share (45% of total super built-up Area) in the proposed Building

The land owners shall be provided 45% in the Total period on the 1st and 4th floor only

[Signature]

13 MAR 2020



Developer's Share (55% of total super built-up Area) in the proposed Building.

The remaining areas/ open areas shall be retained by the Developer.

IN WITNESSES WHEREOF, the both the aforesaid parties have put their respective signatures in token of acceptance of the terms and conditions as settled above on this Deed of Development Agreement after going through the contents of the documents and fully understanding the implications of the transaction on this ____ Day of _____, 2020 in presence of the below noted attesting witnesses. **13 MAR 2020**

WITNESSES :

1. Prakash Kumar Sainp
S/o Late N.K. Narayan
Sri Sai City, Kundu
Ranchi

G. K. Kumar



SIGNATURE OF THE LANDOWNER'S

2. GREET SUKHAR
R/O 36/C, Ashok Nagar, Gaupaty
Ranchi, Jharkhand

Jagvandan

SIGNATURE OF THE DEVELOPER'S

S/o Rajeev Ranjan



13/03/2020

**NOTARY PUBLIC
RANCHI**

Id By

B.N. Datta
Adv

13.03.2020

**Signature Attested on
Identification of Lawyer**