

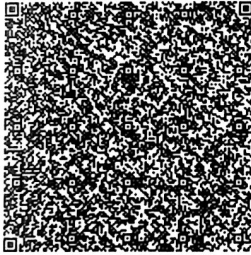


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Certificate No. : IN-JH13617725833277R  
Certificate Issued Date : 04-Jan-2019 03:51 PM  
Account Reference : SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB  
Unique Doc. Reference : SUBIN-JHJHSHCIL0117876137104731R  
Purchased by : MAHESH PRASAD  
Description of Document : Article 5 Agreement or memorandum of an Agreement  
Property Description : AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : LOCUS BUILDERS AND DEVELOPER PVT LTD  
Second Party : MAHESH PRASAD  
Stamp Duty Paid By : MAHESH PRASAD  
Stamp Duty Amount(Rs.) : 50  
(Fifty only)



Please write or type below this line.

LOCUS BUILDERS AND DEVELOPERS PVT. LTD.  
SARAIDHELA, MAIN ROAD  
PO+PS-SARAIDHELA  
DHANBAD-828127  
JHARKHAND INDIA

*Mahesh Prasad*

*16-01-2019*

LOCUS BUILDERS AND DEVELOPERS PVT LTD

*Ranveer K Singh*  
Managing Director

*16-01-2019*

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Mahesh Prasad

16-04-2019

IGOUS BUILDERS AND DEVELOPERS PVT LTD

Ranjay K. Singh  
Managing Director

16-04-2019

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made and executed on this ..... day of ....., Two Thousand Nineteen BY & BETWEEN (1) **SRI MAHESH PRASAD**. Son of Sri Srinath Mahato, by faith Hindu, by caste Teli, by occupation Business, resident of Mandalpara, Saraidhella, P.s. Saraidhella, District Dhanbad, hereinafter called and referred to as the **OWNER** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, successors, administrators, legal representatives and assigns) of the **FIRST PART**:

: 2:

AND

*Mahesh Prasad*  
*16-04-2019*

LOCUS BUILDERS AND DEVELOPERS PVT. LTD.

*Pankaj K. Singh*  
Director

*16-04-2019*

**LOCUS BUILDERS & DEVELOPERS PRIVATE LIMITED**, having its office at Main Road, Saraidhella, P.S. Saraidhella, District Dhanbad, represented by its Managing Director **SRI PANKAJ KUMAR SINGH**, son of Late Mithilesh Kumar Singh, by faith Hindu, by caste Rajput, by occupation Business, resident of Prem Chand Nagar, Hirapur, P.S. & District Dhanbad hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executor, administrators, legal representatives and assignees) of the **SECOND PART**:

**WHEREAS** the owner is the rightful owner of 37.22 dec. of land in Plot No. 3363,3362 & 3368 New Plot No. 2180,2183 & 2184 under Khata No. 77, New Khata No. 163 in Mouza: Saraidhella, Mouza No. 8 under P.S. Dhanbad, at present P.S. Saraidhella originally recorded in the name of Prayag Mahato in the last survey settlement and whereas aforesaid Prayag Mahato while in peaceful possession died leaving behind his four sons namely (i) Rupan Mahto, (ii) Kisto Mahato, (iii) Ramu Mahato & (iv) Kalicharan Mahto as his heirs and successors.

**AND WHEREAS** the first party of this deed became the owner of this property and he is in peaceful and undisturbed possession thereof by sale deed no. 721, dated 13/02/1996 and deed no.1430, dated 15/03/19 mutating their name in the sherista of the Landlord the State of Jharkhand vide Mutation Case No. 3291(II) 2011-12 and 3430( II ) 2018-19 paying rent for the same under vol no.1 page no.1761 and vol no.11 page no. 4.

**AND WHEREAS** the said owner desirous to develop the property as described and detailed in the schedule (hereinafter called and referred to as the said land) by constructing multistoried building of residential purpose complex having and subsequently to transfer the different portion i.e. Flat with Car parking thereof to the desirous persons by way of sale.

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16-04-2019

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Ganraj K. Singh  
Managing Director

16-04-2019

AND WHEREAS the developer after coming to know about the said intention of the owner, approached him to appoint them as developer as intended by them to which the owner has agreed and consented for the same on the terms and conditions hereinafter appearing.

AND WHEREAS the aforesaid developer company offered to construct at their own cost entire building complex on the land of the owner described in schedule (hereinafter called and referred to as Building) and to give a part of the constructed total built up area i.e. 33% of the total constructed building in each floor to the owner as per mutual consent of owner and developer since the share of 33% land is covered into the residential area the extend shall be given accordingly of the parking area which shall be determined on flat basis and accordingly the parking area for such number of flats shall be allotted.

AND WHEREAS the land owner has received a sum of Rs. ....only from the Developer as an advance to be adjusted towards their allotment to the tune of 33% of the total allotted portion either in cash or by way of sale proceed out of the land owner share.

**NOW THIS AGREEMENT WITNESS AND PARTIES HERETO COVENANT TO EACH OTHER AS FOLLOWS:-**

1. That the Developer shall at its own cost construct and complete a multistoried building complex for residential purpose consisting of flats with all proper modern facilities fittings, water supply, parking space, drains and sewage and appurtenances in substantial manner and in accordance with the drawings of plans duly approved by concerned local authority Dhanbad municipal corporation, Dhanbad.

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Rajwaj K. Singh  
Managing Director

16-04-2019

2. That the Developer is satisfied about the genuiness of the Land Owner's property after perusing all the papers and documents of the schedule "A" property.
3. That entire construction shall be done in modernized manner and the standard specification and the same has been mutually decided by the owner and developer and mentioned in schedule "B" hereunder.
4. That subject to the availability of materials and unforeseen exigencies beyond the control of the developer, the required and intended constructions shall be completed within three years to be counted from the date of approval of the Map/Plans by the local authority i.e. the Town Planning Department of DMC Dhanbad.
5. That the developer is hereby appointed and empowered by the owner to develop the said property on the terms and condition mentioned in this agreement.
6. That the owner area and Developers are shall be as follows:-

**Owner Area**  
**33%**

**Developers Area**  
**67%**

This area wise share be converted into different size of Flats and will be distributed as per mutual understanding of owner and developers. As per the agreed terms, both parties shall have parking place according to their respective allotted share i.e. in the ration of 33% & 67% for all practical purpose and the parking shall always be the common area of the complex and the land owner shall not have any exclusive right on any of the said common area. The flats thus constructed shall consist of all the amenities such as water supply connection, electric connection, internal wiring, passage and ingress and balconies with all necessary fittings. The cost of deposit for meter connection for electric supply etc. shall be borneby the owner for their share of flats. More particularly the recently introduced Central Service Tax.

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Gaurav K. Singh

Managing Director

16-04-2019

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The flats thus coming under the share of owner, they shall bear the society charges and other common maintenance charges.

7. That it has been further agreed that the upper terrace i.e. upper surface of the last roof shall be common area and the developer will not claim any right on and over the same in any manner except the water tank and lift machine room.
8. That hereto the developer shall be deemed to be in possession of the said land and shall be free to do all acts, deeds and things required for the development according to plan and existing laws and regulations.
9. That for the smooth and speedy progress of the said projects the owner shall execute power of Attorney in favour of the Developer within one month from the date of the Agreement, so that no hindrance or obstructions may be caused to the developer and thereby given the developer authority to do all such acts and things that may be necessary for the limited purpose of the development, planning, constructions, agreement for the sale of the flats, advertisement and other official purposes etc. Thus owner shall not be liable to pay any type of aforesaid costs etc. to the developer.

However, it is agreed between the parties that the aforesaid Power of Attorney shall be governed by the provisions of the Development Agreement, the final registering of deeds of sale will be jointly executed by the owner and developers and the said term will be clearly mentioned in the sale agreement which will be executed by the developer.

That the developer is hereby empowered to make the agreement/the absolute deed of transfer on their behalf in favour of any person or persons to the extent of developers share i.e. 67% and 33% of owner land in the building.

10. That this agreement shall never be construed as partnership or any sort between the parties.

Maresh Poudal  
16-04-2019  
LORDS BUILDERS AND DEVELOPERS PVT. LT.  
Rajeev K. Singh  
Managing Director  
16-04-2019

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11. That all the risk related with the construction or any levy of fine imposed by the local authorities or the District Administration, the same shall be responsibilities and liabilities of the developers only.
12. That the common area shall jointly be owned by all the occupiers of the parties of the said building with equal entitlement to use all common areas and facilities intended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No occupant 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 of common use.
13. It is clearly mentioned that in no event owner nor of their estate shall be responsible and/or be made liable for payment of any dues of such Bank and the developer shall keep the owner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
14. That in case of dispute and difference out of relation of this development agreement the same shall be settled by reference of the differences to two Arbitrators, one each appointed by both the parties under the provisions of Arbitration and Conciliation Act, 1996 as may be amended from time to time.
15. That the construction quality of all the flats will be equal as decided mutually and described in schedule 'B' there will be no discrimination in the construction, fittings, etc.
16. Notwithstanding however, anything herein contained developer shall have absolute authority and control over all or any of the matters concerning the said building and the entire construction thereof and all amenities appertaining thereof including also the right to deal with the same. Until all the flats in the said scheme/project are duly transferred to the respective buyers by Registered Sale Deed.

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*Alakesh Bhasad*

16-04-2019  
BUILDERS AND DEVELOPERS PVT LTD.

*Ranjay v. Singh*  
Managing Director

16-04-2019

17. That it has also been mutually agreed that all the terms and conditions set forth hereby above shall be equally binding upon the legal successors and representatives of both the parties.
18. Entire cost of construction, fitting sanctioning and plans for developing the land etc. will be exclusively borne by the developer.
19. That 33% and 67% the owner share and the developers share has been demarcated and specified as earlier.
20. In case of any accident or death of any person/labourers etc. at the time of construction of the building will be the sole responsibility of the developer.
21. Construction work will be constructed floor wise.
22. That upon completion of the project, the developer shall maintain and manage the same/multistoried building in accordance with the law and such rules as may be framed and in conformity with the multistoried building maintenance scheme. The Developer and the owner or their transferee if any shall comply with said rules and regulations and shall proportionately pay all costs/charges, expenses and outgoing in respect of maintenance and management.
23. The Developer shall cause formation of a Society/Association or company for the common purposes and the unit purchasers shall as be made members of such organization. After formation of society/association/company, the developer shall handover all deposits and all matters arising in respect of the management of the multistoried building and particularly the common portions of the said society/association.
24. A copy of all the agreements entered into by the Developer with respective purchaser or purchasers will be given to the owner for their record on

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16-04-2019

LOCUS BUILDERS AND DEVELOPERS PVT LTD.

Ranjay K Singh.

Director

16-04-2019.

**SCHEDULE 'A'**

All that piece and parcel of RAIYATI LAND situated in Mouza: Saraidhella, P.S. Dhanbad, at present Saraidhella, District Dhanbad.

**MOUZA : SARAIHELLA**, Mouza No.-8

**KHATA NO.-77, NEW KHATA NO.-163**

**PLOT NO. 3363 ,3362 & 3368 NEW PLOT NO. 2180, 2183 & 2184; Area 37.22 dec.**

**Butted and bounded by:-**

North : BCCL Boundry & Mahato Colony  
South : Makru Mahato & Jageshwar mahato  
East : 30'0" Wide Road & BCCL  
West : Plot No. 3360

**SCHEDULE-'B' (Specification)**

**STRUCTURE**

Earthquake resistant RCC Framed structure with Mongia, Kamdhenu, Lal Steel and ACC/Birla Gold/Lafarge/Reliance Cement/Dalmiya.

**WALL** – 10"/5" thick brick wall in C.M. 1:6/1:4 shall be provided as per requirement.

**WALL FLOORING**

Inner-Plaster of Paris with one coat of primer from inside wall.

Outer-Two coats of cement paint over a coat of primer.

**LOORING (DRAWING/DINNING/BEFROOM)**

16" X 16" Vitrified Tiles (Joint free) in all rooms and wall skirting upto 4" height.

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Mahesh Prasad

16-04-2019  
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Ranjay K Singh  
Managing Director

16-04-2019

**TOILETS:** 12" X 12" tiles in floor tiles and 8" x 12" tiles in walls upto 7' height.

**BALCONY:**

12" X 12" Vitrified Tiles in all the rooms and wall skirting upto 4".

**TOILETS (DOORS):**

P.V.C.-doors in toilets.

**DOORS & WINDOWS:**

Doors shall be flush door with hard wood frames, window frames shall be of Aluminium Bombay Sliding with frosted/clear glass panels guarded with steel grill fitting.

**ELECTRICAL WIRING:**

PVC concealed wiring with copper wire of ISI mark to be provided with standard switches and Boards.

**LIFT:**

One No. 5-6 passenger lift to be provided of standard ISI Mark.

**GENERATOR:**

One No. of 30 KVA Generator Set (Silent) to be provided of Emergency lighting Each Flat will get 500 watts connection.

**ELECTRICAL METER & CONNECTION:**

Each Flat owners will have to apply for an electrical connection of her/his own electricity Board for which the Developer Company shall assist in the process.

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16-04-2019

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Kanwar Kr Singh  
Managing Director

16-04-2019

**WATER SUPPLY:**

One no. of Deep Boring submersible Pump of 2 to 3 H.P. one no. of underground storage Tank and one no. of overhead tank shall be provided for water storage to ensure 24 Hours continuous.

**LIGHENING ARRESTER:**

Provided as per ISI Norms at the roof Top with due earthing.

WITNESSES:

LOCUS BUILDERS AND DEVELOPERS PVT. LTD.  
SARAIHELIA, MAIN ROAD  
PO+PS-SARAIHELIA  
DHANBAD-828127  
JHARKHAND INDIA

1. Anup Kumar Shaha  
S/O Smt. Charib Ram Shaha  
Saraiahela - Dhanbad
2. Rakesh K.D. Saha  
S/O - Smt. Arjun Pat.  
Shankar colony  
Begarbadli  
Dhanbad