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& Notaries Rules, 1956 by Govt
of Jharkhand Ranchi (India)



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& Notaries Rules, 1956 by Govt
of Jharkhand Ranchi (India)

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 4f981b230367027499e1

Receipt Date : 12-Aug-2024 06:26:01 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Ranchi

Stamp Duty Paid By : A J INFRA

Purpose of stamp duty paid : AGREEMENT

First Party Name : SHRI NAGARMAL AGARWAL & OTHERS



Second Party Name : A J INFRA

GRN Number : 2403626663

-: This stamp paper can be verified in the jharmibandhan site through re



Kemal Kishor Agrawal Prem Devi
Amrit Kumar Agrawal Maba Devi
Lalita Devi Nagarmal Agrawal
Sumita Devi



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का प्रयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट का प्रयोग या फोटोकॉपी द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



DEVELOPMENT AGREEMENT

This Agreement is executed on this the day of
2024 at Hazaribag

03 SEP. 2024

By and Between

1. **Mr. Nagarmal Agarwal**, Date of Birth -09.03.1945, S/o Late Jagarnath Agarwal, Grandson of Late Shri Late Ram Prasad Agarwal by Occupation - Business, by Category - General (Not covered under CNT Act 1908), R/o Kani Bazar, Munka Bagicha, P.O. & P.S. Sadar, Dist- Hazaribag, Jharkhand-825301 Aadhar No. XXXXXXXXXX 0929, PAN- ABOPA9907F

2. **Mr. Kewal Krishna Agrawal**, Date of Birth -01.11.1979, S/o Nagarmal Agarwal, Grand son of Late Jagarnath Agarwal, by Occupation - Business, by Category - General (Not covered under CNT Act 1908), R/o Kani Bazar, P.O. & P.S. Sadar, Dist- Hazaribag, Jharkhand-825301

Aadhar No. XXXXX XXXXX 4418, PAN-AMPPA3228H

3. **Mr. Amit Kumar Agarwal**, Date of Birth - 17.03.1984 S/o Nagarmal Agarwal, Grand son of Late Jagarnath Agarwal, by Occupation - Business, by Category - General (Not covered under CNT Act 1908), R/o Kani Bazar, P.O. & P.S. Sadar, Dist- Hazaribag, Jharkhand-825301
Aadhar No. XXXXX XXXXX 1587, PAN-BHEPPA7759J

Smt. **Prem Devi**, Date of Birth - 05.11.1959, W/o Sri Kamal Kumar Agarwal, Daughter of Late Munshi Ram Agrawal, Grand Daughter of Late Shri Hem Raj, by Occupation - Housewife, by Category - General (Not covered under CNT Act 1908), R/o Flat No. B-1, Rudraksh Greens,



Kewal Krishna Agrawal
Amit Kumar Agarwal
Nagarmal Agarwal



Prem Devi Maya Devi Lalita Devi

Sumita Devi

H.B. Road, Near Opposite Arya Hotel, Lalpur, District - Ranchi, State - Jharkhand, PIN - 834001 (here-in-after referred to as First Party No. 2).

Aadhar No. XXXXX XXXXX 3479, PAN-ABTPD 6486F,

5. **Smt. Maya Devi**, Date of Birth - 04.05.1962 W/o Sri Pawan Kumar Agrawal, Daughter of Anant Lal Kedia, Grand Daughter of Late Bhura Mal Kedia, by Occupation - Housewife, by Category - General (Not covered under CNT Act 1908), R/o Kani Bazar, P.O. & P.S. Sadar, Dist- Hazaribag, Jharkhand-825301

(Aadhar No. XXXXX XXXXX 4925, PAN-ABSPM6165H

6. **Smt. Sunita Devi**, Date of Birth -16-11-1958 W/o Sri Arun Kumar, Daughter of Mahavir Saw Grand Daughter of Late Dhani Saw, by Occupation - Housewife, by Category - General (Not covered under CNT Act 1908), R/o Kumhartoli, Near Mahavir Mandir, P.O. & P.S. Sadar, Dist- Hazaribag, Jharkhand- 825301

Aadhar No. XXXXXXXXXXXX 9745, PAN- AKRPD4642E

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7. **Smt. Lalita Agrawal**, Date of Birth - 12.10.1955, W/o Sri Pramod Agarwal, Daughter of Narayan Das, Grand Daughter of Late Shri Balu Ram Ji, by Occupation - Housewife, by Category - General (Not covered under CNT Act 1908), R/o 302, Akbar Gali, Near Mohan Cinema, P.O. & P.S. Sadar, Dist- Hazaribag, Jharkhand- 825301 Aadhar No. XXXXXXXXXXXX 5228, PAN-BZFPA6319D

And collectively referred to as the "First party/Owners/Landlords" which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors in the interest, administrators, executors, legal/authorized representatives and permitted assignees,



Prem Devi Maya Devi

Lalita Devi

Kewal Kishna Agrawal
Sunita Devi

Amrta Kumar Agrawal
Nagar Mal Agrawal



including those of the respective partners) of the FIRST PART Category General (Free from C.N.T. Act 1908).

AND

AJINFRA a PARTNERSHIP FIRM having its registered office at SAHU COMPLEX 1st FLOOR, LAH KOTHI, RATU ROAD, RANCHI 834005 having Income Tax Permanent Account No. ACBFM2751K, Date of Incorporation - 20.07.2024 represented by its PARTNER **Mr. KUNAL JAIN** Date of Birth -27-06-1982Aadhar No. XXXXXXXXXX 7089 S/o Mr. Raj Kumar Jain, Grand son of Late Shri Ratan Lal Jain by Occupation - Business, by Category - General (Not covered under CNT Act 1908), R/o C-102, Golul Dham, Morabadi, P.S. - Bariatu, District - Ranchi, PIN- 834008, State - Jharkhand (here-in-after referred **party/Developer/Promoter"** to as the which Second expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors in the interest, administrators, executors, legal/authorized representatives and permitted assignees, including those of the respective partners) of the **SECOND PART**

In this Agreement, the expression 'Owners/Landlords' and 'Developer/Promoter' wherever context so permits are collectively referred to as the 'parties' and individually as a 'party'.

WHEREAS:

(1) Earlier Smt. Kaushalya Devi who purchased the said land from one Mosemat Sabiran, W/o Hazari Miyan vide registered Deed of Sale dated 11.09.1961 registered in the Sub-registrar, Hazaribag office in Book No. 1, Vol. No. 53, Page No. 92-94, Deed No. 6934 and after death of aforesaid Smt. Kaushalya Devi, her son Mr. Naresh Chandra Agrawal inherited the said land and sold and transferred

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Lalita Devi

Poornima Devi Maya Devi

Kewal Keshava Agrawal
Sumita Devi

Amrit Kumar Agrawal
Nagan mal Agrawal



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the land having an area 0.08 Acre to Shakuntala Devi by vide registered Deed of Sale bearing Deed No. 7086 on 09.05.2003 under Khata No. 73 and 13, Plot No. 367 and 368, village Hazari, registered in the sub-registrar office, Hazaribag in Book No. 1, Vol. No. 156, Page No. 569 to 586 and put her in possession over the same and after purchase of the said land she got mutated her name in Town Anchal, Hazaribag vide Mutation Case No. dated which is entered in Register II, Volume No. 8, Page No. 53, she also got holding from Hazaribag Nagar Nigam, Hazaribag vide Holding No. 0070001059000M0 within ward No. 7 of Hazaribag Nagar Nigam, Hazaribag.

And aforesaid Smt. Shakuntala Devi sold an area of 0.04 acres of land out of the said 0.08 acres to Smt. Sunita Devi, W/o Sri Dayanand Prasad, R/o 86, Bodom Bazar, Panch Mandir, P.O. & P.S. Sadar, Dist- Hazaribag, Jharkhand-825301 vide registered Deed of Sale dated 28.07.2008 bearing Deed No. 9169 registered in the sub-registrar office, Hazaribag in Book No....., No....., Page No....., to Vol.....

And the aforesaid Smt. Shakuntala Devi died on 12.04.2019 leaving behind her husband Mr. Nagarmal Agarwal and two sons namely Mr. Kewal Krishna Agrawal and Mr. Amit Kumar Agarwal as her legal heirs and successors of her property i.e. Area 0.04 Decimal under Khata No. 73 and 13, Plot No. 367 and 368, village Hazari, registered in the sub-registrar office, Hazaribag. After the death of Smt. Shakuntala Devi the said property i.e. 0.4 acres of land devolved upon her husband namely Mr. Nagarmal Agarwal and her sons namely Kewal Krishna Agrawal and Amit Kumar Agrawal who are the current absolute Owners and in possession of



Lalita devi

Prem Devi Maya Devi

Kewal Krishna Agrawal
Amit Kumar Agrawal
Nagarmal Agarwal
Sunika Devi



the said land. The said land is more fully described in the **First Schedule** of this Particular agreement and

(2) The First Party No.4 namely **Smt. Prem Devi**, W/o Sri Kamal Kumar Agarwal, R/o Flat No. b-1, Rudraksh Greens, H.B.Road, Near Opposite Arya Hotel, Lalpur, Ranchi, Jharkhand 834001 (Aadhar No. 7142 8241 3479) is seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the entirety of an area of 0.08 Acres of land purchased vide registered Deed of Sale bearing Deed No. 2890 on 25.02.2004 under Khata No. 73, Plot No. 367, village Hazari, registered in the sub-registrar office, Hazaribag in Book No.1, Page No., to Vol. No....., and after purchase of the said land she got mutated her name in Town Anchal, Hazaribag vide Mutation Case No. dated which is entered in Register II, Volume No. 8, Page No. 63, she also got holding from Hazaribag Nagar Nigam, Hazaribag vide Holding No. 0070001061000M0 within ward No. 7 of Hazaribag Nagar Nigam, Hazaribag purchased from one Mr. Naresh Chandra Agrawal who inherited the said land from his mother namely Smt. Kaushalya Devi who acquired the said land from one Mosemat Sabiran, W/o Hazari Miyan vide registered Deed of Sale dated 11.09.1961 registered in the Sub-registrar, Hazaribag office in Book No. 1, Vol. No. 53, Page No. 92-94, Deed No. 6934. The said land is more fully described in the **Second Schedule** of this Particular agreement.

The First Party No.5 namely **Smt. Maya Devi**, W/o Sri Pawan Kumar Agrawal, R/o Kani Bazar, P.O. & P.S. Sadar, Dist- Hazaribag, Jharkhand-825301 (Aadhar No. 9461 8957 4925) is seized and possessed of and/or otherwise well and sufficiently



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Lalita Devi

Maya Devi

Prem Devi

Sumita Devi

Kewal Keshava Agrawal
Smt. Kumar Agrawal
Naganmal Agrawal



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entitled is ALLTHAT the entirety of an area of 0.8 Acres of land purchased vide registered Deed of Sale bearing Deed No. 2981 on 25.02.2004 under Khata No. 73, Plot No. 367, village Hazari, registered in the sub-registrar office, Hazaribag in Book No....., Vol. No....., Page No....., and after purchase of the said land she got mutated her name in Town Anchal, Hazaribag vide Mutation Case No. dated which is entered in Register II, Volume No. 8, Page No. 64, she also got holding from Hazaribag Nagar Nigam, Hazaribag vide Holding No. 0070001060000M10 within ward No. 7 of Hazaribag Nagar Nigam, Hazaribag. to purchased from one Mr. Naresh Chandra Agrawal who inherited the said land from his mother namely Smt. Kaushalya Devi who acquired the said land from one Mosemat Sabiran, W/o Hazari Miyan vide registered Deed of Sale dated 11.09.1961 registered in the Sub-registrar, Hazaribag office in Book No. 1, Vol. No. 53, Page No. 92-94, Deed No. 6934. The said land is more fully described in the **Third Schedule** of this Particular agreement.

Lalita Devi



(4) The First Party No.6 namely **Smt. Sunita Devi**, W/o Sri Arun Kumar, R/o Kumhartoli, Near Mahavir Mandir, P.O. & P.S. Sadar, Dist- Hazaribag, Jharkhand-825301 (Aadhar No. 6819 0888 9745) is seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the entirety of an area of 0.8 Acres of land purchased vide registered Deed of Sale bearing Deed No. 2982 on 25.02.2004 under Khata No. 73, Plot No. 367, village Hazari, registered in the sub-registrar office, Hazaribag in Book No....., Vol. No....., Page No....., and after purchase of the said land she got mutated her name in Town

Prem Devi Maya Devi

Kawal Kailasa Agrawal
Sunita Devi

Arvind Kumar Agrawal
Nagesh Chandra Agrawal



Anchal, Hazaribag vide Mutation Case No. dated
..... which is entered in Register II, Volume No. 8, Page
No. 62, she also got holding from Hazaribag Nagar Nigam,
Hazaribag vide Holding No. 0070001058000M0 within ward No. 7
of Hazaribag Nagar Nigam, Hazaribag. purchased from one Mr.
Naresh Chandra Agrawal who inherited the said land from his
mother namely Smt. Kaushalya Devi who acquired the said land
from one Mosemat Sabiran, W/o Hazari Miyan vide registered
Deed of Sale dated 11.09.1961 registered in the Sub-registrar,
Hazaribag office in Book No. 1, Vol. No. 53, Page No. 92-94,
Deed No. 6934. The said land is more fully described in the
Fourth Schedule of this Particular agreement.

(5) The First Party No.7 namely Smt. Lalita Agrawal, W/o Sri Pramod
Agarwal, R/o 302, Akbar Gali, Near Mohan Cinema, P.O. & P.S.
Sadar, Dist- Hazaribag, Jharkhand-825301 (Aadhar No. 6280 3159
5228) is seized and possessed of and/or otherwise well and
sufficiently entitled to ALL THAT the entirety of an area of 0.8
Acres of land purchased vide registered Deed of Sale bearing Deed
No. 2983 on 25.02.2004 under Khata No. 73, Plot No. 367, village
Hazari, registered in the sub-registrar office, Hazaribag in Book
No., Page No., to Vol. No. and after
purchase of the said land she got mutated her name in Town
Anchal, Hazaribag vide Mutation Case No. dated
..... which is entered in Register II, Volume No. 8, Page
No. 61, she also got holding from Hazaribag Nagar Nigam,
Hazaribag vide Holding No. 0070001057000M0 within ward No. 7
of Hazaribag Nagar Nigam, Hazaribag purchased from one Mr.
Naresh Chandra Agrawal who inherited the said land from his

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Lalita Devi

Prem Devi Maya Devi

Keval Keshava Agrawal
Sumita Devi
Amit Kumar Agrawal
Nagendra Agrawal



mother namely Smt. Kaushalya Devi who acquired the said land from one Mosemat Sabiran, W/o Hazari Miyan vide registered Deed of Sale dated 11.09.1961 registered in the Sub-registrar, Hazaribag office in Book No. 1, Vol. No. 53, Page No. 92-94, Deed No. 6934. The said land is more fully described in the **Fifth Schedule** of this Particular agreement.

(6) The said entire land is more fully described in the Sixth Schedule of this Particular agreement.

A. Prior to entering into this agreement, the Owners has held out, declared, represented before and assured the Developer/Promoter, inter alia as follows:-

- i. That the facts as hereinbefore recited are all true and correct and the Developer/Promoter can safely rely on the same.
- ii. That the Owners are in the full and absolute Ownership of the said premises and save and except the Owners, nobody else has any Right, Title, Interest, Claim or Demand in respect of the said premises or any part or portion thereof or any undivided share therein.
- iii. That the said premises is free from all encumbrances, mortgages, charges, liens, lispensdens, attachments trusts, debutters, leases, tenancies, occupancy rights, alignment, acquisition, requisition and liabilities whatsoever or howsoever.

That the Owners are presently in peaceful physical vacant possession of the said premises and no person or persons other than Owners has any right of occupancy, easement or otherwise on the said premises or any part thereof.

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Kaushalya Devi
Sumita Devi
Amit Kumar Agrawal
Nagesh Mahapatra



C. That no suits, and/or any other proceedings and/or litigations are pending in respect of the said premises or any part thereof and that the said premises is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against Owners or in respect whereof Owners are liable to indemnify any person concerned and as far as Owners are aware there are no facts likely to give rise to any such proceedings. Any dispute, suits, any other proceedings and/or litigations if discovered after signing this particular agreement and before completion of work by the promoter shall be resolved by the First Party or in case the same is not resolved within 3 months of the date from which the same comes into the knowledge of the parties then the entire amount incurred by the Promoter shall be refunded to him immediately along with the applicable interest thereon.

D. That the said premises or any portion thereof is not affected by any notice or scheme or alignment of any Authority or the Central or state Government or any other Public Body or Authorities.

E. That no declaration has been made or published for acquisition or requisition or vesting of the said premises or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said premises or any portion thereof is not affected by any notice of acquisition or requisition or alignment or vesting under any Act or case whatsoever.

F. That the said premises or any portion thereof is not affected by any attachment including attachment under any certificate case or any

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Prem Devi Maya Devi

Keval Kishore Appawal Amrit Kumar Sengul

Naganmal Appawal

Sumanita Devi



proceeding started at the instance of the Income tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and thereis no certificate case or proceedings against the Owners or their predecessors in title and interest in respect of the said premises for realization the arrears of Income Tax or other taxes due or otherwise under the Public Demands Recovery Act or any other acts for the time being in force.

G. That there is no dispute with any revenue of other financial department of State or Central Government or elsewhere in relation to the affairs of the said premises and there are no facts, which may give rise to any such dispute.

H. That as on date there is no valid or subsisting agreement for sale lease development or otherwise transfer of the Owners' rights title or interest in the said premises or any part thereof with any person or persons nor have the Owners otherwise dealt with the same nor have the Owners created any Interest of any third party thereon.

I. That there is no legal bar or impediment upon the Owners in entering into this Agreement in favor of the Developer/Promoter and/or its nominee or nominees as herein envisaged.

That the Owners has no difficulty in observing fulfilling and performing their obligations herein contained and that the facts recited hereinbefore are all true and correct.

Subject to what has been stated in this Agreement, Owners has not done and shall not do nor permit to be done, anything whatsoever that world in any way impair, hinder and/or restrict the grant of sole and exclusive license and permission to the Developer to enter

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Kewal Kishore Agarwal
Sumita Devi

Shri Kishore Agarwal
Nagor Agarwal



upon the said premises with full right and authority to develop the said premises.

L. The Owners with the intention of developing the said premises by constructing a building or buildings thereon in accordance with a sanctioned plan to be obtained, has approached the Developer/Promoter to undertake the work of development of the said premises and sell the Units at its own efforts, costs and expenses (excluding the brokerage payable on sell of Units) and in consideration of the Developer/Promoter carrying out said development Owners agree to sell to the Developer/Promoter and/or its nominee or nominees undivided share or interest in the land of the said premises to the extent of developer's share and on the various other terms and conditions hereinafter contained.

NOW THEREFORE in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement unless the context otherwise permits the following expression shall have the meanings assigned to them as under:

"**Agreement**" means this Development Agreement, including the Schedules hereto as may be amended, supplemented or modified in accordance with the provisions hereof.

"**Architect**" shall mean such person or persons or firm or firms who may be appointed by the Developer at its cost for designing planning and supervision of construction of the building.



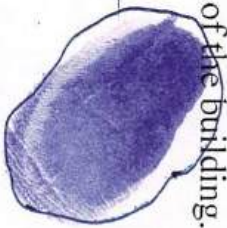
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Kewal Krishna Agrawal
Sumita Devi

Amit Kumar Agrawal
Nageshmal Agrawal



1.3. "Building" shall mean the proposed building or buildings constructed by the Developer on the said premises in phases together with additions and/or modifications thereto made by the Developer from time to time.

1.4. "Building Contractor" shall mean any person who may be employed or appointed by the Developer for construction of the buildings.

1.5. "Building plans and drawings" shall mean the plans for construction of the building/s on the said premises, as sanctioned by the Hazaribag Nagar Nigam, Hazaribag and/or other Competent Authority and shall include any amendments thereto or modifications thereof made or caused by the Developer.

1.6. "Common expenses" shall mean and include all expenses to be incurred for the maintenance, management, upkeep security and administration of the said premises and other common purposes and rendition of common services.

17. "Common facilities" shall mean corridors, hallways, stairways, passages, lift shafts, driveways, lawns, parks, open spaces, common lavatories, generator room, electrical sub-station, tube well, pump, underground reservoir, overhead water tank, plumbing lines, drains, sewers and other spaces and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, provision, maintenance and/or management of common facilities as provided by the developer for the building.

1.8. "Common purposes" shall mean and include the purpose of managing, maintaining, administrating, upkeep and security of the building and the Complex and in particular the commons areas

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Kewal Kishore Agrawal
Sunita Devi
Nagendra Agrawal
Sunita Devi



installations and facilities, rendition of common services, collection and disbursement of the common expenses and dealing with all matters of common interest.

1.9. "**Complex**" shall mean one or more buildings to be developed by the Developer on the Complex in accordance with the terms of this agreement. The name of the complex shall be "**KANHA RESIDENCY**" as mutually decided and agreed upon by the parties named above.

1.10. "**Consents**" shall mean any and all permissions, clearances, licenses, authorizations consents, no-objections, approvals and exemptions under or pursuant to any of the applicable laws or from any government authority required in connection with the development of the said premises and for undertaking, performing or discharging the obligations contemplated by this Agreement.

1.11. "**Developer's share**" shall mean 69% (Sixty Nine) of the total super built up area.

1.12. "**Encumbrances**" means any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the said premises or third party claims or rights of any kind attaching to the same.

1.13. "Force Majeure" means any event or combination of events or circumstances beyond the reasonable control of a Party, which cannot: (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented, and which adversely

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Lalita Devi

Prem Devi Maya Devi

Kawal Kishna Agrawal
Sumanita Devi

Amrit Kaur Agrawal
Nagesh Agrawal



affects a Party's ability to perform its obligations under this Agreement, and Shall include but not be limited to:

- a) acts of God i.e. fire, drought, flood, earthquake, epidemic, typhoon, hurricanes, storms, landslides, lightning, explosions, and other natural disaster or calamities.
- b) Revocation of approvals by court orders/ injunctions/change of Laws, action and/or order by any authority, third part actions and which are not attributable to Developer resulting in stoppage of the project.
- c) Political/public strikes or lock outs other than strikes initiated by Developer employees and or external agency/ies associated with the Project (defined hereunder) or acts of terrorism, civil commotion, sabotage, plagues etc.
- d) Acquisition/requisition of the Said Premises or any part or portion thereof by any Authority and such other circumstances affecting the development of the Project;
- e) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Authority that prevents or restricts a Party from proceeding with implementation of the project as agreed in this Agreement;
- f) Events of war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of defense Authorities or any other agencies of government, riots; and
- g) delay because of linkage of Government infrastructure such as, electricity, sewer, municipal water at the time of completion of

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Komal Kishore Agrawal
Anita Kumar Agrawal
Nagesh mal Agrawal
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Sunita Devi



the Project, if not caused by any act or neglect of Developer/Promoter.

h) delay because of dispute of landowner or landowners with regard to their respective land, if not caused by any act or neglect of Developer/Promoter.

1.14 The Developer shall complete the Project by constructing the Proposed Multistoried apartment as per schedule provided by **Hazaribag Nagar Nigam, Hazaribag** in its Sanction letter otherwise Landlord will be liable to take action as per RERA Guideline. Further in case such delay caused due to Landowner's fault the builder shall be liable to appeal to RERA authority for guideline.

1.15 "Interest" shall mean State Bank of India highest Marginal Cost of Lending Rate plus two percent;

1.16. "Owners' share" shall mean 31% (thirty one percent) of the total super builtup area of the Project.

1.17. "Parking spaces" shall mean spaces in the basement and the ground floor of the building as also in the open spaces surrounding the building capable of being used for being parked therein or thereat, motor cars and two wheelers and may include spaces in mechanical car parking system, if constructed by the Developer.

1.18. "Person" means any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or governmental authority or agency or any other legal entity.

"Plans" shall mean the plans drawing and specifications of the building or buildings as be caused to be prepared by the Developer

Lalita Devi

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Prem Devi Maya Devi

Kewal Krishna Agrawal Amit Kumar Agrawal
Sumanita Devi Nageswar Dasgupta



from the architect/s and sanctioned by the **Hazaribag Nagar Nigam, Hazaribag** and/or other concerned authorities and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time.

1.20. "**Project**" shall mean Complex consisting of one or more buildings to be developed by the Developer on the said premises in accordance with the terms of this agreement including the units, parking spaces, open spaces, terrace/roof, etc.

1.21. "**Said Premises**" means all that the pieces and parcels of land and structures fully described in the **Sixth Schedule** hereunder written and delineated in the map.

1.22. "**Taxes**" means all taxes, assessments, duties, levies and charges, including ad valorem taxes on real property, personal property taxes and business and occupation taxes, imposed by any governmental authority in connection with the development of the said premises.

1.23. "**Transfer**" with its grammatical variations shall include transfer by way of sale, lease, license or in any other manner whatsoever or by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi storied building to purchasers thereof, although the same may not amount to a transfer in law.

"**Transferee/s**" shall mean any prospective purchaser, transferee, lessee, licensee etc. in respect of the Said unit(s)/area(s)/space(s) or any part or portion thereof or who may obtain the status of Owners, transferee, lessee, licensee etc. on the basis of the instruments duly executed in pursuance of this Agreement.



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Lalita Devi

Prem Devi Maya Devi

General Residence Approval
Sumita Devi



- 1.25. "Units" shall mean all the saleable spaces/constructed areas in the building capable of being held occupied and used exclusively as an independent flat, office or shop or unit and shall include the open terrace, if any, attached to any unit.

2. INTERPRETATION

Unless there is something in the subject of context inconsistent therewith:

- 2.1. Any reference to a statute (whether or not any specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye laws, permissions and directions for the time being made issued or given there under or deriving validity there from.

- 2.2. Unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all gender.

- 2.3. A reference to an Article or a Schedule is reference to all Articles or Schedule as the case maybe of or to this Agreement.

- 2.4. The headings appearing in this Agreement are for reference only and shall not affect the construction thereof.



Reference to any agreement, contract, deed or document shall be construed as including any amendment, variation, alteration or modification to it and any novation of it and anything supplemental to it.

Prem Devi

Maya Devi

Lalita Devi

Komal Kishore Agrawal
Anil Kumar Agrawal
Nagesh Agrawal



Sumita Devi

2.6. The term "or" shall not be exclusive and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear; and the terms "including" and "include" shall be construed inclusive only in the relevant context

2.7. Each of the representations and warranties provided in this agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no Article in this Agreement limits the extent or application of another Article.

2.8. The words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.

2.9. Defined terms may not appear as capitalized in the agreement.

3. COMMENCEMENT & TERMS

3.1. This Agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of this Agreement (Effective Date).

3.2. The Agreement will continue till sale and registration of Deeds of Conveyance of all spaces in the complex and handing over management of commons areas / facilities to a maintenance organization and generally, completion of development thereof.

4. GRANTING OF LICENSE



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Anmit Kumar Agrawal
Nagesh Mal Agrawal



4.1. The Owners both hereby irrevocably permit and grant exclusive license and permission to the Developer to enter upon the said premises with full right and authority to build upon and commercially exploit All That the said premises more fully described in the Sixth Schedule hereunder written by constructing one or more building(s) thereon in accordance with sanctions/permissions herein mentioned and to sell, transfer and dispose of or agree to sell transfer and dispose of the constructed areas to persons desirous of owning or otherwise acquiring the same for a consideration and on terms and conditions as may be mutually decided by the Parties.

4.2. With effect from the date hereof, the said Premises shall be in joint control of the Owners and the Developer and the Developer shall be entitled to enter upon and to undertake the work of construction at the said Premises and shall allow the right of entry for the purpose of carrying out and completing the development and commercial exploitation of the said premises.

4.3. In as much as the construction on the said premises is concerned, the Developer shall act as its exclusive licensee of the Owners and shall be entitled to be in occupation of the said premises as and by way of an exclusive licensee of the Owners to carry out the construction of the proposed Project, save and except that the Developer shall not be entitled to create any possessory right over the said property which could be construed as transfer of the property within the meaning of any Law.

The Developer shall construct the building in good substantial and workmen like manner and use good quality of materials. The

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Sunifa Devi

Amrit Kumar Agrawal
Anu Vagun-mel Agrawal



specifications for construction of the building and the fittings fixtures facilities and amenities to be provided therein shall be at least such as are mentioned in the **Seventh Schedule** hereunder written.

4.5. The Developer shall, subject to force majeure conditions complete construction of the complex within a period of 03 (three) years with a grace period of 6 (six) months from the date of obtaining sanction of plan for construction of one or more buildings on the said premises from Hazaribag Nagar Nigam, Hazaribag (and if there be more than one plan, from the later of such dates on which the plans are sanctioned) or date of handing over of the entirety of the said premises for the purpose of construction of complex, free from all encumbrances to the satisfaction of the Developer, whichever is later.

4.6 That the Developer must get the building plan sanction from the authority within period of 09 (nine) months from date of this agreement.

4.7 That the Developer must be complete the project within stipulated period, if the Developer fails to deliver possession over the land owners' share to the landowners, then the Developer is liable to pay compensation/damages @Rs.5,00,000/- (Rupees Five Lacs) only to Landowner No.1 & 3 jointly and @Rs. 10,00,000/- (Rupees Ten Lacs) only to each Landowner No.4 to 7.

SANCTION OF PLANS

5.1. The Developer will engage a reputed Architect or firm of architects to carry out all functions required of an Architect for development of the said premises and construction of a building thereon. The

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Sumita Devi

Arvind Kishan Agrawal
Meghna Agrawal



costs of such engagement of the Architect shall be of the Developer.

5.2. The Architect shall be responsible for drawing up the plans for construction of the proposed buildings to be comprised in the complex of the said premises.

5.3. The final plans for construction shall be signed by the Developer/Owners as may be required by the authorities and the Developer shall thereafter apply to the Hazaribag Nagar Nigam, Hazaribag and/or other concerned authorities and at its cost be responsible for obtaining requisite permissions, sanctions and approvals for the construction of the proposed building PROVIDED HOWEVER that the Owners will render all assistance all cooperation required to enable the developer to expeditiously obtain such approval.

5.4. The Developer shall at its cost, have the building plans and drawings prepared by the Architect setting out inter alia drawing containing plans, elevations, sections and details prepared for the purpose of obtaining building sanction from the Hazaribag Nagar Nigam, Hazaribag or other concerned authorities, following the specific requirements of the sanctioning authority.

5.5. The Developer shall also its cost obtain all permissions required to construct the building and/or carry out development of the said premises.

The Developer shall be entitled to cause all changes in the building plan as shall be required by the **Hazaribag Nagar Nigam**, **Hazaribag** or any authority or to comply with any sanction,



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Sunita Devi
Nagendra Prasad



permission, clearance or approval as aforesaid and keep the Owners informed of all such developments.

5.7. All applications, plans, documents and other papers referred to in clauses above, shall be submitted by or in the name of the Owners of the said premises, but the cost and expense of the Developer, and the Developer shall also pay and bear all expenses for submission of plans, etc. and other like fees, charges and expenses required to be paid or deposited for sanction for the building plans for the building or otherwise to obtain sanction for the construction of a building thereon. PROVIDED ALWAYS that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposits made by it.

5.8. The Developer shall also be responsible and answerable to the municipal, police, fire and other authorities for any query, clarification, demand or requisition which they or any of them may require from time to time, at the time of sanction or at any time thereafter during development and for all times after completion, for all matters and purposes in connection with the development of the said premises.

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6. CONSTRUCTION OF NEW BUILDING/BUILDINGS DEVELOPMENT, IF REQUIRED IN PHASES

6.1. Upon obtaining sanction of plan for construction of one or more buildings on the said premises from the Hazaribag Nagar Nigam, Hazaribag, the Developer will commence construction and construct, erect and complete at its own cost and within the time contained herein the proposed building(s) at the said premises in a good and workman like manner with good quality of materials and



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Nagarnal Agrawal



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in accordance with the building plan as sanctioned by the Hazaribag Nagar Nigam, Hazaribag and with such alterations thereto and/or modifications therein which are sanctionable/ permissible under the rules/regulations of Hazaribag Nagar Nigam, Hazaribag. The development of the said premises may be carried out in phases.

6.2 The Developer shall at its own costs and expenses look after, supervise, manage and administer the progress and day to day work of construction of the proposed budding, The Developer shall abide by all laws, bye-laws rules and regulations of the appropriate Government and local bodies relating to development of the said premises and to be observed by it and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws bye-laws rules and regulations. The Developer hereby agrees to keep the Owners saved harmless and indemnified against all punitive actions, losses, damages, accidents, liabilities, fines, penalties, cost charges and expenses, resulting due to omission, non-compliance, lapses or violations of any law, bye-law, rules and regulations concerning the development of the said premises and any mishap arising out of faulty design, construction, workmanship and arising as a result of the acts and omissions of the Developer PROVIDED HOWEVER that in carrying out all of obligations of the Developer as aforesaid, the Owners will, without any claim or demand, sign and execute all necessary papers and applications as may be required by the Developer and render its active co-operation and assistance in getting and keeping valid all such consents and the Owners agree not do or cause to be done any

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Amit Kumar Agrawal
Naganmal Agrawal



act or thing which will render invalid or make liable to be rendered invalid any such consents.

6.3. For the purpose of construction of the building at the said premises the Developer shall be entitled to appoint engage and employ on its own account (without any liability of the Owners) and at its cost such contractor, subcontractor, Engineers, skilled and unskilled workers, caretakers and other staff and employee and on such remuneration and on such terms and conditions as may be deemed fit and proper by the Developer.

6.4. The Developer shall be entitled to construct the building/s in accordance with the sanctioned plan thereof without any hindrance or obstruction from the Owners or any person claiming through or under trust for it.

6.5. The Developer shall be entitled at its own cost to make any variation and/or modifications in the said plan and/or specifications and/or construction of the building as may be required to be done from time to time at the instance of the concerned **Hazaribag Nagar Nigam, Hazaribag** or the sanctioning authority or other appropriate authorities or under any statute or under the advice of the architect without any objection or hindrance or claim by the Owners.

The type of construction, specification of material to be used for the construction of the buildings and the units shall be as specified by the Architect but not less than as specified in the Seventh Schedule hereunder.



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6.7. The Developer, in consultation with the Architect, shall determine as to what quality and specifications of building materials are to be used in construction of the building.

6.8. The Developer shall, in consultation with the Architect determine and ascertain the super built-up area of the units and saleable spaces in the buildings with the objective of optimum utilization of available space.

6.9. The Developer shall be and is hereby authorized to apply for and obtain temporary and/or permanent connections of water electricity power drainage, sewerage, lift and/or other utilities inputs and facilities from all State or Central Government, authorities and statutory or other bodies required for the construction and enjoyment of the building(s) at the said premises. All costs, charges and expenses for erection, construction and completion of the building at the said premises including costs of all materials, fixtures and fittings and installments as per the agreed specifications therein and also the costs of obtaining water sewerage, electricity lift and all other utilities and facilities shall be borne and paid by the Developer and unless otherwise expressly mentioned herein, the Owners shall not be liable to pay or contribute any amount therefore.

6.10. The Developer at its own cost and expenses shall be authorized in so far as may be necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, steel, bricks, and other building materials allocable for the construction of the building and also to apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage



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sewerage lift/s and/or other utilities inputs and facilities from all state or Central Government authorities and statutory or other bodies required for the construction and enjoyment of the new building.

6.11 That the Developer shall sole responsible for construction of multi storied building, and the Landowners will never responsible with regard of construction work. That the developer shall construct the building as per norms of the building bye laws.

6.12 That the Landowners will bond to execute and register a development agreement in favour of the Developer with regard of aforesaid project as per demand/requirement of the Developer with this regard.

7. TITLE DEEDS

For the purpose of facilitating development of the said premises in terms of this Agreement, it has been agreed by and between the Parties hereto that the original title deed(s) in respect of the said premises shall be kept in a joint locker to be opened in a Bank in the joint names of two persons being the one representative each of the Owners and the Developer and both the Parties shall be entitled to take the inspection of such original title deeds and as and when required shall also be entitled to take excerpts thereof. Upon information of the allocation and delivery of possession of the Units to the Transferees, the original title deed(s) shall be made over by the Owners to the Association to be held for the benefit and on behalf of all unit/space of the Owners in the said Complex.



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8. CONSIDERATION

On behalf of all unit/space of the Owners in the said Complex.

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Sunita Devi

Amid Kumar Agrawal
Nagesh meel Agrawal



8.1. In consideration of the Developer having constructed the Project at its own costs and expenses, the Developer shall be entitled to the 69% (sixty nine percent) of the total super built up area of the Project. Accordingly, the Owners shall be entitled to the 31% (thirty one percent) of the total super built up area of the Project as well as in parking space accordingly.

9. RIGHTS OF PARTIES

9.1. In the manner set out infra, Developer shall market and transfer the Unit(s)/space(s)/area(s) to the Transferees at the price as decided by them from time to time. It is agreed by the Parties that they shall share the revenue/income/ realization arising out of Transfer of the Project as set out hereinabove. It is agreed by the Parties that for sale of Units, they will mutually finalize the followings:

- a. standard form of Provisional Allotment Letter, Unit Sale Agreement and Conveyance Deed;
- b. Sale Price of units, parking spaces & other areas from time to time; and
- c. schedule of payments to be collected from Transferee/s.

9.2. The Developer shall also at its sole risk and consequences be absolutely entitled to have and sell transfer deal with and dispose of the units together with proportionate undivided share in the land comprised in the said premises attributable to the areas and also the units and parking spaces and the properties and rights appurtenant thereto and also any other saleable areas, in such manner and to such person(s) and at such consideration and on such terms and conditions as the Developer may deem fit and proper and to enter



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into agreements and receive the sale proceeds thereof in its entirety and the Owners will, if required by the Developer, join in as a party to all agreements and instruments that may be entered into by the Developer with intending buyers. For this purpose, the Owners doth hereby irrevocably authorize and empower the Developer to sign and execute all such documents agreements and instruments in the name and on behalf of the Owners AND the Owners agrees to ratify the said acts as its own which shall always be binding on the Owners.

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9.3. For the purpose mentioned in the preceding Clause, the Developer shall have the liberty to negotiate with prospective buyers / purchasers and take bookings of units with or without parking space(s) comprised in the Project and enter into all agreements and other documents for sale and transfer thereof and to receive and acknowledge receipt of earnest monies and advances and payments from time to time and/or consideration monies and other amounts on such sale and it is expressly agreed and understood that all moneys receivable under any such agreements or documents of transfer or sale deeds shall be received by the Developer and shall be shared in the manner mentioned in this Agreement.

9.4. Advertising for sale, issuing brochures and sale and marketing affairs shall be carried out through a marketing agent appointed in terms of the Agreement.

The Owners confirm that it shall not be necessary that the Owners should join in as a party to the agreements and other documents of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Units/Spaces or any part thereof or share



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Sumita Devi

Ami Kamesh Agrawal
Nagar Mahesh Agrawal



therein and the consent of the Owners in this regard shall be deemed to have been given irrevocably by the Owners to the Developer hereby and by these presents itself.

9.6. In case any of the purchasers/buyers of the Units/Spaces commits any default or breach of his/their agreement for acquiring any units/constructed area then in such event, the Developer shall be at liberty to terminate such agreement for and on behalf of itself and/or the Owners (if the Owners be a party therein) and to deal with the space and rights of such defaulting purchaser in such manner as the Developer may deem fit and proper. The Owners doth hereby empower the Developer for the same also. All losses and incomes accruing in respect thereof shall be for and to the account of the Parties in the aforesaid ratio of 69 (Developer) : 31 (owners) between Owners and Developer. The Owners hereby empowers the Developer as their authorized irrevocable agents/attorney to take all steps in the name of the Owners against defaulting purchasers as shall be necessary and sign all pleadings vaklatnamas plaints written statement petitions affidavits and compromises and adduce evidence and file appeals and cross objections and put decrees in execution (and derive and hold all benefits thereof) as shall be necessary without any involvement of the Owners.

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10. RIGHT OF FURTHER CONSTRUCTION

1. Subject to an obligation of the Developer to give 31% (Thirty One percent) of the total super builtup area of the all the saleable area(s)/space(s) in additional constructions, the Developer shall always be entitled (and this Agreement shall after completion of



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Sumita Devi

~~Pratik Kumar Agrawal~~
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Nagarna Agrawal



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development be deemed to in subsistence for this purpose) to raise further constructions or structures on the said buildings as may allowed by the sanctioning authority or other authorities at that time in future, to deal with and dispose of the same on the same terms and conditions herein contained. The Owners hereby consents to the same and agrees to do ail such acts deeds and things as may be required by the Developer in this regard, without any claim or demand.

10.2. For the purpose of further construction, the Developer shall be entitled from time to time to remove, shift and substitute (subject to the obligation of the Developer to appropriately re-install the same) the water tank, lift machineries, lift room, television antenna and other installations from the roof, terrace and parapet wall of the building for the time being.

10.3. The Developer shall always and from time to time when required by reason of further construction or constructions subject to approval by the Hazaribag Nagar Nigan or other authorities be entitled to connect the electricity, water, sanitary, drainage, fittings and lift to the additional structure and stories with the connections and/or sources that may be existing in the constructed buildings of the residential and commercial complex and/or portions and the additional structures shall be entitled to all benefits, advantages, easements and facilities as the other parts of the said buildings for the time being shall have.

10.4. The total super built up area of the all the saleable area(s)/space(s) in additional constructions shall be shared in aforesaid agreed ratio of 69:31 between the Developer and the Owner.

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Sumita Devi



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Naganna Agrawal

11. MARKETING

11.1. The Owners and Developer shall mutually decide the common selling strategy and price for the sale of the all the saleable area(s)/space(s) including common parts, area, car/scooter parking spaces, terrace and roof whatsoever of the Project to the prospective buyers/Transferees. The Sale proceeds shall be split in the aforesaid ratio 69(Developer) :31(Owners) between the Owners and Developer.

11.2. The Developer shall be entitled to enter into suitable agreements for the appointment of marketing agents for the marketing and sale of the Project and/or spaces thereof. The Owners shall not raise any objection in the appointment of such marketing agents. Brokerage to marketing agents on this account shall be paid and borne by the Developer.

12. TRANSFER OF SPACES BY OWNERS

12.1. The Owners hereby expressly agree to sell and convey and to execute and register from time to time and as and when required by the Developer the conveyance deeds in respect of the unit(s)/space(s) sold and of all and whatever right title and interest the Owners has in the said premises in favour of the Transferees, being the persons agreeing with the Developer to purchase the units with or without parking spaces comprised in the project, as the Developer may from time to time nominate or require and in such share or shares and by such number of Deed/s of conveyance as the Developer may deem fit and proper.



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Nagesh Mall Agrawal



12.2. The Owners shall from time-to-time sign relevant documents, papers, etc. for obtaining all necessary permissions certificates, clearances and/or approvals required for completing the sale and transfer of the unit(s)/space(s) sold.

13. MAINTAINANCE CHARGE, DEPOSITS, ETC.

13.1. The Developer shall be entitled to realize/collect from the Transferees/ Intending Purchasers of Unit(s)/ Space(s)/ Area(s) of the complex following costs/deposits as may be determined by the Developer:-

- (i) maintenance charge of the common parts and portions, including proportionate share of the common expanses;
- (ii) proportionate cost of installation of transformer and electric sub-station;
- (iii) legal charges and fees;
- (iv) proportionate cost of Maintenance Organization;
- (v) proportionate cost of Generator power backup;
- (vi) costs of extra works/facilities as per the requirement of Transferees;
- (vii) Deposit for maintenance expenses;
- (viii) Deposit for municipal taxes;
- (ix) Deposit for electric supply; and
- (x) Deposit for Sinking Fund.

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14. MAINTENANCE ORGANISATION

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Sumita Devi
Amrit Kishore Agrawal
Nagan maa Agrawal



14.1 It is hereby agreed by and between the Parties hereto that the rules, regulations and bye-laws governing the user maintenance and upkeep of the building to be erected at said premises shall be formulated by the Developer in consultation with the Owners and the same shall be applicable pari passu to all unit holders. owning and occupying the units in Complex.

14.2 After the completion of construction and disposal of all spaces in the buildings comprised in the complex or at any time prior thereto, the Developer herein will appoint independent/professional Facility Management Company to manage and maintain common area services and installations. The Owners will render all cooperation and will do all acts deeds and things as may be required of them for the hand over to the facility management company. The object of such company shall be to manage and administer the maintenance of common parts, amenities and facilities and other affairs of the said buildings and also to receive and realize contributions from all end users and/or occupiers of different spaces in the said buildings payable by them respectively towards the common expanses maintenance, service charges, rates and taxes and also to disburse the same.

14.3 Within a maximum period of three years from the completion of the project the purchaser/occupiers of the spaces shall form an association/society/company to take over the management of the common affairs. The costs and expenses incidental to the formation of Incorporation of such

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Nagan Mahi Agarwal



society/association/company as the case may be shall proportionately be borne by the transferees/occupiers of different spaces.

14.4 On formation of aforementioned Association, the Developer shall hand over the sanctioned Building Plan and Building drawings to such Association. The Developer shall also hand over to the Association all original documents pertaining guarantees/warranties, wherever applicable, to of the the equipment/products used in the new Buildings from the manufactures/contractors including all Operation Manuals, Licenses, etc. wherever applicable, of all the equipment including those forming part of the common portions and facilities, together with List of Contracts for availing after sales maintenance/service.

15 DEVELOPER'S AND OWNERS'S REPRESENTATIONS WARRANTIES AND COVENANTS

15.1. The Developer represents and warrants to covenants with the Owners:

- i. That it has the necessary experience, capability, technical expertise and infrastructure to carry out the development of the said premises as envisaged herein in a manner that is expected of a Developer of repute undertaking such like projects.

That it shall complete the development of the said premises in accordance with the sanctioned plans a modified from time to time and in compliance with all applicable laws; and that it shall obtain completion certificate and other statutory certificates as may be required.



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- iii. That it shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with the industry standards applicable to other commercial Developer of repute in Hazaribag offering similar quality and services products and using reasonable, expeditious economical and diligent efforts at all times in the performance of its obligations;
- iv. That it has adequate funds to undertake and complete the development of the said premises as per the terms of this Agreement.
- v. That it has and shall continue to comply with terms and conditions of all the consents and all other licenses, permits, approvals obtained or may be obtained in the name of the Owners for the development of the said premises;
- vi. That it shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the said premises as per the terms and conditions of this Agreement;
- vii. That it has full power and authority to execute, deliver and perform its obligations under this Agreement.

15.2. The First Party represents and warrants to and covenants with the Developer:

That they are the absolute Owners of all that the pieces and parcels of land and structures being the said premises and are seized and possessed thereof and/or otherwise will sufficiently



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Anand Kumar Agrawal
Nagendra Agrawal



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entitled thereto free from all encumbrances, liens, attachments, mortgages, charges, and lispendens except as provided in the recitals.

ii. That it has not done any act deed or thing which might affects its right to grant the Developer the exclusive right to develop the said premises and that it has not entered into any similar agreement, written or oral, with any person other than the Developer herein concerning the said premises;

iii. That the said premises is free from any other encumbrances; the Owners undertakes not to create any encumbrances of the said premises and further undertakes to indemnify and keep the Developer indemnified from and against any other actions charges liens claims encumbrances mortgages or any third-party possessory rights in the said premises or any part thereof;

iv. That the Developer shall be and is entitled to exclusively develop, construct and complete the buildings on the said premises without any interruption or interference from the Owners or any person or persons claiming through or under the Owners and Owners hereby undertake to indemnify and keep the Developer indemnified against all and any losses damages costs and charges and expenses as a result of any breach of this undertaking;

That there is no other suit or proceedings pending against it or touching the said premises and the Owners hereby undertakes to indemnify and keep the Developer indemnified against all and any losses damages costs charges and expenses as a result of any breach of this undertaking.



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Sumitadevi Nagamma Appawal



16. STAMP DUTY OTHER OUTGOINGS

16.1. IT is agreed that all costs and expenses for preparing stamping and registration of all agreements, nomination-cum-sale agreements, deed or deeds of conveyance and/or other documents of transfer relating to the Unit(s)/Space(s)/Area(s) shall be borne and paid by the Transferees and/or its nominee or nominees, being the person agreeing to own and acquire the same.

17. AUTHORISATIONS

17.1. That this Development Agreement is being executed between the Land OWNERS/First Party and DEVELOPER/Second Party under the Provision of Section 5(1) of the Jharkhand Apartment (Flat) OWNERSHIP Act 2011 and both parties are bound to abide by the terms and conditions mentioned in the said Jharkhand Apartment (Flat) OWNERSHIP Act 2011.

17.2. That both parties have also agreed that under the provision of sub Section 2 of Section 5 of the Jharkhand Apartment (Flat) OWNERSHIP Act 2011, both parties are free to execute/allot Allotment Letter/Agreement for sale/Sale Deed/lease/Mortgage/Gift with respect to flat/units of their respective shares in favour of prospective purchasers as mentioned in the Schedule B for land OWNERS allocation and Schedule-C for DEVELOPER allocation of this Development Agreement and they are also free to receive consideration of the unit of their respective shares and no party will have any objection in this regard.

That the DEVELOPER and/or its transferees and the Downer and/or their transferees shall be liable to pay and bear proportionate charges on account of all taxes (GST, Capital Gain Tax, Municipal Tax, any Leviable tax(s) Society Maintenance Tax(s) etc. and



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Nagashree Agrawal



other impositions payable in respect of their share.
It is mandatory for the landowner to pay for their own share before possession.

18. MISCELLANEOUS

18.1. The Owners and the Developer have entered into this agreement purely on a principal to principal basis and nothing stated therein shall be deemed or construed as a partnership between the Owners and the Developer or as joint venture between the Developer and the Owners nor shall the Developer and the Owners in any manner constitute an association of persons.

18.2. The Owners and the Developer, as the case may be, shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relevant obligations is prevented by the existence of force majeure condition with a view that the obligation of the party affected shall be suspended for the duration of the force majeure condition.

18.3. The said license to develop the said property will be personal to the Developer and under no circumstances, the Developer will assign his right and interest to any other party without the consent of the Owners.

18.4. The Owners shall be liable for and shall indemnify the Developer in respect of all premises or which results in obstruction to the development of the said premises and shall indemnify and keep indemnified the Developer against all cost charges and expenses incurred or suffered by the Developer in this regard.

18.5. The Developer shall be liable for and shall indemnify the Owners in respect of all actions claims and demands made by any third party

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Lalita Devi

Prem Devi Maya Devi

Kawal Kaishava Agrawal
Sumita Devi

Amrit Kishor Agrawal
Nageshmal Agrawal



(including post development and post-sale claims) in respect of construction/development of the said premises and shall indemnify and keep indemnified the Owners against all costs charges and expenses incurred or suffered by the Owners in this regard.

18.6. Each party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees. Stamp duties and registration fees towards this Agreement, if any, shall paid and borne by the Developer.

18.7. If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18.8. The Agreement (together with its Schedules) constitute the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.

18.9. Unless prevented (a) by operation of events of force majeure or (b) due to breach by the Owners in performing their obligations hereunder, in the event the Developer fails to complete construction of the complex within the date mentioned hereinbefore or such other extended date as agreed to in writing, the Owners shall be entitled to cancel this Agreement and on such cancellation, the Owners shall be deemed to have become the Owners of the structures made therein upto that time provided however in such an event, the Owners shall not directly be liable to



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Maya Devi

Pooj Devi

Komal Kishore Agrawal
Sumita Devi

Amit Kumar Agrawal
Nagarna Agrawal



pay the cost of construction of the said constructed area to Developer but will pay the amount towards cost of construction immediately after completion of the Project and only out of the sale proceeds of the said obstructed area at such rate as may be mutually agreed upon. The Owners shall have no liability for payment of any amount received in excess over the cost of construction incurred by the Developer but shall however be liable to refund half of security deposit lying with it amounting lakhs only) without interest.

18.10. In the event, the Owners fails and/or neglects to perform any of the terms and conditions and covenants to be paid observed and performed as contained herein, the Developer shall be entitled to terminate this Agreement and invoke security for the purpose of recovery of security deposit and interest and realization of all costs charges and expenses till then incurred by it for development together with interest on such costs and shall also be entitled to refund of the entire amount of security deposit paid to the Owners together along with interest.

18.11. Neither party shall be entitled to the respective rights contained in any clause(s) in this Agreement without having first given to the other party a notice in writing of 3 (three) months giving details of such default and/or breach complained of and such default and/or breach not having been cured even after the expiry of 90 days after the day on which such notice has been given.

12. In case of acquisition or requisition of the said premises after completion of construction of the said building(s) then the Parties shall be entitled to the entire compensation in respect of the said

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Bram Devi Maya Devi

Kawal Keshava Agarwal
Sunita Devi

Amit Kumar Agarwal
Piyani mal Agarwal



Premises in the aforesaid sharing ratio of 69%(Developer):31%(Owners) between the Owners and the Developer.

18.13. All notices requests or other communications required or permitted under this Agreement shall be in writing and shall be given by personal delivery or dispatched by registered post with A/D or speed post with A/D, to the addresses given in this Agreement.

19. DISPUTE RESOLUTION

19.1. In case of any dispute, difference or questions arising between the parties with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement the same shall be referred to and settled by the arbitration. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1966 and/or statutory modifications or enactment thereto and the Award made and published by the Arbitrator(s) shall be final and binding on the parties. The venue of the arbitration shall be at Hazaribag, and the language of the arbitration proceedings shall be English.

19.2. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.



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Kewal Kishore Agrawal Amit Kumar Agrawal
Sumanika Devi Nigam Agrawal



Lalita Devi

Beem Devi Maya Devi

20. JURISDICTION

20.1. The Courts within the Jurisdiction of the Courts at Hazaribag shall have the Jurisdiction to entertain try and determine all actions, Suits and proceedings arising out of these presents between the parties hereto (including the arbitration proceedings).

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring an area of 0.04 Acres of land purchased vide registered Deed of Sale bearing Deed No. 7086 under Khata No. 73 and 13, Plot No. 367 and 368, village Hazari, registered in the sub- registrar office, Hazaribag in Book No. 1, Vol. No. 156, Page No. 569 to 586.Holding No. 0070001059000M0 within ward No. 7 of Hazaribag Nagar Nigam, Hazaribag The details of the property is herein mentioned and which is butted and bounded as follows:

Sl No.	Deed No.	Dated	Khata No.	Plot No	Area
1.	7086	09.05.2003	73 and 13	367 and 368	0.04 Acres
Total					0.04 Acres

Lalita Devi

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ON THE NORTH : Proposed Road

ON THE SOUTH : R.S. Plot No. 367/Part

ON THE EAST : R.S. Plot No. 366

ON THE WEST : Proposed Road



SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring an area of 0.08 Acres of land purchased vide registered Deed of Sale bearing Deed No. 2890 on

Bram Devi Maya Devi

Kusum Koushwa Agarwal Anjy's Kemp Agarwal
Sunita Devi Nagar mal Agarwal



25.02.2004 under Khata No. 73, Plot No. 367, village Hazari, registered in the sub-registrar office, Hazaribag in Book No. ___ Vol. No. ___ Page No. ___ to ___ Holding No. 0070001061000M0 within ward No. 7 of Hazaribag Nagar Nigam, Hazaribag. The details of the property is herein mentioned and which is butted and bounded as follows:

Sl No.	Deed No.	Dated	Khata No.	Plot No	Area
1.	2890	25.02.2004	73	367	0.08 Acres
Total					0.08 Acres

ON THE NORTH : R.S. Plot No. 367/32

ON THE SOUTH : R.S. Plot No. 367/34

ON THE EAST : R.S. Plot No. 366

ON THE WEST : Proposed Road

THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring an area of 0.08 Acres of land purchased vide registered Deed of Sale bearing Deed No. 2981 on 25.02.2004 Maya Devi under Khata No. 73, Plot No. 367, village Hazari, registered in the sub-registrar office, Hazaribag in Book No. ___ Vol. No. ___ Page No. ___ to ___ Holding No. 0070001060000M0 within ward No. 7 of Hazaribag Nagar Nigam, Hazaribag. The details of the property is herein mentioned and which is butted and bounded as follows:

Deed No.	Dated	Khata No.	Plot No	Area
2981	25.02.2024	73	367	0.08 Acres
Total				0.08 Acres



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Lalita Devi

Prem Devi Maya Devi

Kousal Koushika Appawal Ami Karmati Appawal
Sunita Devi Nagar mal Appawal



ON THE NORTH : R.S. Plot No. 367/33

ON THE SOUTH : R.S. Plot No. 367/35

ON THE EAST : R.S. Plot No. 366

ON THE WEST : Proposed Road

FOURTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring an area of 0.08 Acres of land purchased vide registered Deed of Sale bearing Deed No. 2982 on 25.02.2004 Smt. Sunita Devi under Khata No. 73, Plot No. 367, village Hazari, registered in the sub-registrar office, Hazaribag in Book No. ___ Vol. No. ___ Page No. ___ to ___ Holding No. 0070001058000M0 within ward No. 7 of Hazaribag Nagar Nigam, Hazaribag. The details of the property is herein mentioned and which is butted and bounded as follows:

SI No.	Deed No.	Dated	Khata No.	Plot No	Area
1.	2982	25.02.2024	73	367	0.08 Acres
Total					0.08 Acres

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Lalita Devi

ON THE NORTH : R.S. Plot No. 367/34

ON THE SOUTH : R.S. Plot No. 367/36

ON THE EAST : R.S. Plot No. 375

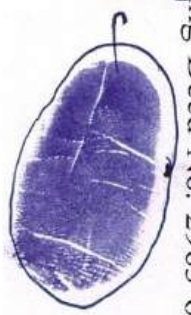
ON THE WEST : Proposed Road



FIFTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring an area of 0.08 Acres of land purchased vide registered Deed of Sale bearing Deed No. 2983 on

Kesav Kishore Agrawal
Sunita Devi
Anil Kumar Agrawal
Nagendra Agrawal



Pooni Devi Maya Devi

25.02.2004 Smt. Lalita Agrawal under Khata No. 73, Plot No. 367, village Hazari, registered in the sub-registrar office, Hazaribag in Book No. ___ Vol. No. ___ Page No. ___ to ___ The details of the property is herein mentioned and which is butted and bounded as follows:

Sl No.	Deed No.	Dated	Khata No.	Plot No	Area
1.	2983	25.02.2024	73	367	0.08 Acres
Total					0.08 Acres

ON THE NORTH : R.S. Plot No. 367/35

ON THE SOUTH : Proposed Road

ON THE EAST : R.S. Plot No. 375

ON THE WEST : Proposed Road

SIXTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring an area of 0.36 Acres of land purchased vide registered Deed of Sale bearing Deed No. 7086 dated 09.05.2003 and registered Deed of Sale bearing Deed No. 2890, 2981, 2982, 2983 dated on 25.02.2004 and village Hazari, Dist- Hazaribag, Jharkhand - 825301 The details of the property is herein mentioned and which is butted and bounded as follows:



ON THE NORTH: Proposed Road

ON THE SOUTH: R.S. Plot No. 367/Part

ON THE EAST : R.S. Plot No. 366 & 375

ON THE WEST : Proposed Road

Kewal Kailash Agrawal
Sumita Devi

Anand Kumar Agrawal
Pragya Devi Agrawal



Prem Devi

Maya Devi

Lalita Devi

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SEVENTH SCHEDULE ABOVE REFERRED TO

FEATURES AND SPECIFICATION OF CONSTRUCTION

ITEMS	SPECIFICATIONS
Structure	RCC Structure as per Civil Code Norms
Walls	10" and 5" Fly ash/Red Brick
Internal Finish	Plaster and Putty
Windows	Aluminum/UPVC
Doors	Flush Door
Flooring	Vitrified Tiles
a) Bed Rooms	Vitrified Tiles
b) Kitchen	Marble/Granite
c) Toilet	7" Wall tiles
Sanitary	Jaguar/Parryware/Hindwar or equivalent
Electricals	Havells/Phillips/V-Guard or equivalent
Staircase	Marble/Granite
Lift	OTIS/KONE or equivalent
Generator	Kirloskar or equivalent
External Painting	Weather Coat

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N WITNESS WHEREOF the first Party set and subscribe their hands and seal on this ... day of 2024.

Kawal Kaur/Luna Agrawal

Amrit Kaur Agrawal

Sumita Devi

~~Amrit Kaur~~
Nagan Pral Agrawal



Prem Devi

Maya Devi

Lalita Devi

SIGNED SEALED AND DELIVERED BY THE FIRST PARTIES



Witness:-

1. Mr. Nagarimal Agarwal

Nagarimal Agarwal

2. Mr. Kewal Krishna Agarwal

Kewal Krishna Agarwal

3. Mr. Amit Kumar Agarwal

Amit Kumar Agarwal

4. Smt. Prem Devi

Prem Devi

1. Mr. Kamal Kumar Agarwal

Kamal Kumar Agarwal

2. Smt. Rekha Khaitan

Rekha Khaitan

5. Smt. Maya Devi

Maya Devi

1. Mr. Pawan Kumar Agarwal

Pawan Kumar Agarwal

2. Mr. Shubham Agarwal

Shubham Agarwal

6. Smt. Sunita Devi

Sunita Devi

1. Mr. Arun Kumar

Arun Kumar

2. Mr. Amit Kumar

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3. Mrs Abhishek Kumar
Nisha Kumari

7. Smt. Lalita Agarwal
Lalita Devi

1. Mr. Pramod Agarwal
Pramod Kumar Agarwal

2. Mr. Rahul Agarwal
Rahul Agarwal

SIGNED SEALED AND ACCEPTED by A.J. Infra Through its
Partner Mr. Kunal Jain S/o Mr. Raj Kumar Jain R/o C/102,
Gokuldham, Morabadi, Ranchi-834005.

Kunal Jain
PARTNER

in the presence of :

1. *A J*

A J
Signature Attested on
Identification of Lawyer
03/09/2024

2. *Dev*

03/09/2024



NOTARY PUBLIC
RANCHI