



झारखण्ड JHARKHAND

B 395743

Baba Bhola Promoters Pvt. Ltd

Rajesh Kumar
Director

BUILD INDIA

Rajesh Kumar
PARTNER

Rajesh Kumar

D.K. Gupta

रजेश गुप्ता

Development Agreement

THIS AGREEMENT made this the 28th day of February 2014 at Dhanbad

BETWEEN

(1) M/s Baba Bhola Promoters Private Limited, a limited liability Company constituted under Company Act 1956 having its office at 223, Urmila Tower, 2nd floor, Bank More, Dhanbad-826001 (Jharkhand) represent through its director Sri Rajesh Kumar Gupta, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

(2) Build India a partnership firm constitute under partnership Act 1932 having its office at 223, Urmila Tower, 2nd floor, Bank More, Dhanbad-826001 (Jharkhand) represent through its Partner Sri Rajesh Kumar Gupta, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

VT Infra Project Pvt. Ltd.

J.V. Thacker

Director

(3) **Sri Rajesh Kumar Gupta**, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

(4) **Sri Dilip Kumar Gupta**, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

(5) **Smt Rekha Gupta** wife of Sri Rajesh Kumar Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand) "the Owners" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in interest/office and assigns) of the **ONE PART/ FIRST PART.**

A N D

M/s. **VT Infra Project Private Limited** a Company incorporated under the Companies Act 1956, having its registered office at 1/42, Azad Garh, Ground Floor, Kolkata-700040, (West Bengal) and its Administrative Office at Shree Laxmi Apartment, Shastri Nagar West, Dhanbad-826001 (Jharkhand), represented through its Director **Sri Jitendra V. Thacker** son of Late Velji Thacker, resident at Shree Laxmi Apartment of Shastri Nagar West, P. S. Bank More, P.O. & District Dhanbad-826001 (Jharkhand) hereinafter referred to as "**the Developer**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in interest/office) of the **OTHER PART/SECOND PART.**

WHEREAS

The Owner/ First Part are seized and possessed of and/or well and sufficiently entitled to All That piece or parcel of land measuring **825.91** decimals of Land in Mouza Kolakusuma, Mouza No. 12, Police Station and District Sub Registrar office Dhanbad in the District of Dhanbad (Jharkhand), more particularly described in the first schedule hereunder written and declined in the map or plan annexed and marked with red border, free from all encumbrances, attachments, acquisition, requisition, alignment or trust of any nature whatsoever (hereinafter referred to as "the said Land")

AND WHEREAS

Developer will construct and develop of the Schedule land in a Phase wise that is the Residential & commercial Complex to be develops.

1. The Developer has represented the Owners as follows:

- i) That its group has been engaged in the Business of developing multistoried buildings in and around Jharkhand and has necessary financial, technical and other resources to punctually and successfully execute the contract as per the plan which will be sanctioned by the necessary authorities and also to the complete satisfaction of the owners.
- ii) That the developer can lay out the plots, develop, erect, construct and complete the New Property on the said Premises as per the Plan.
- iii) That it shall put the owner in vacant possession of the Owner's Allocation

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VT Infra Project Pvt. Ltd.

J. V. Thacker

Director

BUILD INDIA

(2) R. K. Gupta
PARTNER

(5) Sri Jitendra V. Thacker

Baba Bhola Promoters Pvt. Ltd

(1) R. K. Gupta
Director

(4) D. K. Gupta

(3) R. K. Gupta

within the period mentioned herein.

- iv) That developers shall bear all costs of (ii) and (iii) above and all other costs as may be necessary for development of premises and abide by the terms and conditions stated in this Agreement.

1.1 Relying on the said representations, assurances and confirmations of the Developers and believing the same to be true and correct, the owner has agreed to appoint the Developers exclusively for the Purpose of developing the said premises by constructing a Multistory Apartments, Bung-lows, Villas, Duplexes, Commercial complexes and lay out of the plots thereon on the terms and conditions hereinafter contained.

1.2 This agreement relates to Development of Complete Land Mentioned in Schedule I.

NOW THIS AGREEMENT WITNESSETH and it is agreed and declared and between the parties hereto as follows:-

ARTICLE 1- DEFINITIONS

In these presents the following expressions shall have the following meaning:-

(A) **OWNERS shall mean** (1) M/s Baba Bhola Promoters Pvt. Ltd., a limited liability company constituted under Company Act 1956 having its office at 223, Urmila Tower, 2nd floor, Bank More, Dhanbad-826001(Jharkhand) represent through its director Sri Rajesh Kumar Gupta, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

(2) Build India a partnership firm constitute under partnership Act 1932 having its office at 223, Urmila Tower, 2nd floor, Bank More, Dhanbad-826001(Jharkhand) represent through its Partner Sri Rajesh Kumar Gupta, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

(3) Sri Rajesh Kumar Gupta, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

(4) Sri Dilip Kumar Gupta, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

(5) Smt Rekha Gupta wife of Sri Rajesh Kumar Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand).

(B) **DEVELOPERS shall mean M/s. VT Infra Project Private Limited** a Company incorporated under the Companies Act 1956, having its registered office at 1/42, Azad Garh, Ground Floor, Kolkata-700040, (West Bengal) and it's Administrative Office at Shree Laxmi Apartment, Shastri Nagar West, Dhanbad-826001(Jharkhand), represented through its Director Sri Jitendra V. Thacker son of Late Velji Thacker, resident at Shree Laxmi

VT Infra Project Pvt. Ltd.

J.V. Thacker

Director

RK Gupta

(3)

BUILD INDIA

RK Gupta

PARTNER

श्री राजेश कुमार गुप्ता

(5)

Baba Bhola Promoters Pvt. Ltd

RK Gupta

Director

D.K. Gupte

(4)

Apartment of Shastri Nagar West, P. S. Bank More, P.O. & District Dhanbad-826001 (Jharkhand) and shall include its successors and/or successors in interest/office.

(C) **LAND** shall mean All that Piece or parcel of Land measuring 825.91 Decimals of Land in Mouza Kolakusuma, Mouza No.12, Police Station Saraidhela and District Sub-Registrar office Dhanbad in the District of Dhanbad (Jharkhand) more particularly described in the Schedule-I.

(D) **NEW PROPERTIES** shall mean and includes plots, Duplexes, Villas, Cottages, bungalows or Buildings Comprising of Residential & Commercial Complexes, to be constructed and completed over Schedule-I land as per plan sanctioned by Dhanbad Municipal Corporation/Mineral Area Development Authority (Phase wise).

(E) **OWNER'S ALLOCATION** shall mean ALL THAT the 37.5 % of total area approved. In multistory building it will be 37.5 % of the super built up area and for parking in multistory building it will be 37.5 % of total unit of parking whereas for Duplexes, Cottages, villa's and plots it will be 37.5 % of total units passed of same type certified by Architects

(F) **DEVELOPER'S ALLOCATIONS** shall mean ALL THAT the 62.5 % of total area approved. In multistory building it will be 62.5 % of the super built up area and for parking in multistory building it will be 62.5 % of total unit of parking whereas for Duplexes, Cottages & plots, villas it will be 62.5 % of total unit passed of same type certified by Architects.

(G) **ARCHITECTS** shall mean any person or persons and/or firm who may be appointed by Developers for Designing, Planning, Supervising and Certifying of the NEW Property to be constructed at the premises.

(H) **PLAN** shall mean the Plan(s) elevations, designs, drawings and specifications of the new Property to be prepared by the Architects, and sanctioned by the Dhanbad Municipal Corporation / MADA (Phase wise) and shall include any modifications or alterations as may be necessary and/or required in respect thereof with written approval of the Owner

(I) **NEW PROPERTY** shall mean and include layout of the plots and all Residential & Commercial Complexes (Multistory buildings, Cottages, Villas, Duplexes) to be developed on Schedule -I Land.

(J) **COMMON PARTS AND PORTIONS** shall mean and include the various common parts and portions in the New Property which are necessary for beneficial use and enjoyment and provisions for maintenance and/or management of the New Property as certified Architect.

(K) **UNIT** shall mean any constructed/develop area and/or spaces in the New Property which is capable of being enjoyed independently by the Unit Owner.

(L) **UNIT OWNER** shall mean any person, firm, Hindu Undivided Family, trust, limited company or association of person who acquires or agrees to acquire and own a Unit in the New Property and shall include the Developers and the Owner for the Units allocated to

BUILD INDIA
R.N. Gupta
PARTNER
22/01/2007

Baba Bhola Promoters Pvt. Ltd
R.N. Gupta
Director
D.K. Grewal

R.N. Gupta

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them respectively and not agreed to be alienated to any third party.

(M) **SUPER BUILT UP AREA** shall mean the total area to be constructed by the Developers duly certified by the Architect/Engineer, which shall include area of the common portions.

(N) **SANCTIONED AREA** shall mean the covered area of the New Property as may be sanctioned by the Dhanbad Municipal Corporation/MADA (Phase wise).

(O) Singular shall include Plural and Vice versa

ARTICLE II – SATISFACTION OF TITTLE

2.1 The Owner represented to and assured the Developer that they have perfect right title, interest and possession in to and over the land described in the First Schedule hereto under. It has also been represented to the Developers that the said land is free from all encumbrances, charges and mortgages etc.

2.2 In case at the time of the development, the Developers suffers any losses or damages as a result of any defect in the title in respect of the premises, the Owners shall be responsible to rectify the defect and bear all such expenses as may be necessary in this regard.

ARTICLE III – COMMENCEMENT

3.1 This Agreement has commenced and/or shall be deemed to have commenced in and with effect from the date of the first plan sanctioned by the MADA (hereinafter referred to as the "Commencement Date")

ARTICLE IV – DEVELOPMENT RIGHT

4.1 In consideration of the mutual covenants and in further consideration of the developer having agreed to incur all costs charges and expenses for the purpose of layout, construction, erection and completion of the New Property in accordance with the specifications. The Owner has agreed to grant an exclusive right of Development in respect of the premises unto and in favor of the Developer be entitled to undertake construction erection and completion of Entire New Property at the premises as per the plans

4.2 All Permissions, Clearances, applications, plans and other paper and documents as may be required for the purpose of obtaining the necessary sanction from the appropriate Authorities shall be prepared, submitted and obtained by the Developer in the name of the Owner and the Developer shall pay and bear all fees, costs, charges, and expenses and make deposits wherever necessary and the developer shall be exclusively entitled to refund, if any, of such deposits and the Owner shall have no claim thereon.

4.3 The Land acquires or purchase by the owners adjacent to property which can be included in same campus will be also developed by the Developer in the same terms & condition as mentioned in this agreement.

VT Infra Project Pvt. Ltd.

J.V. Thakur

Director

R.V. Subbar

(3)

BUILD INDIA

R.V. Subbar

PARTNER

(Signature)

(2)

(Signature)

Baba Bholu Promoters Pvt. Ltd

R.V. Subbar

Director

D.K. Embore

(Signature)

ARTICLE V- POSSESSION

5.1 The owners shall handover the complete vacant possession of the land to the Developer to enable the Developer to undertake lay-out of the plot, construction, erection and completion of the New Property.

ARTICLE VI- OWNER'S OBLIGATIONS

6.1 Owners have agreed:

- i. To execute a General Power of Attorney in favor of the Developer for construction of the new Property on the said land and also for selling/transferring/disposing of the Developer's Allocation of the New Property including proportionate share in the said land to intending buyer/buyers.
- ii. To make payment of the municipal rates, taxes and other outgoings including electricity charges payable in respect of the premises upto the date of handing over vacant possession of the Land to the Developer.
- iii. To co-operate and/or assist the Developer in undertaking the work of development and/or construction of the New Property in accordance with the plan.
- iv. To empower the Developer by means of aforementioned power of Attorney to sell/lease/dispose the developers allocation to the intending buyers by executing sale deed in favour of those buyers and presenting such sale deeds before Sub-Registrar Dhanbad for registration thereof and receiving the sale considerations from the buyers.
- v. To do all other acts deeds and things as may be necessary and/or required from time to time and they will show all the original papers relating to the schedule land as and when require by the Developer or their nominee/nominees. After receiving the owner's allocation they would hand over all the original papers relating to the Schedule Land to the Developer or their nominee/nominees.

6.2 The Owners hereby agrees and covenant with the Developer not to cause any interference or hindrance in the matter of construction of the New Property and the Premises by the Developer. Notwithstanding the same, the Owner shall always be entitled to inspect and assess the progress and quality of the building material and construction work of the New Property and the Developer shall assist them and satisfy their queries. In addition, the Owner shall have the right to have the progress and / or quality of the building material and construction work.

ARTICLE VII- DEVELOPER'S OBLIGATIONS

7.1 The Developer shall Lay out the plots, develop, construct, erect and complete the New Property in terms of this Agreement and as per the Specifications to be mentioned in the Marketing Brochure and in accordance with the Plan entirely at its

VT Infra Project Pvt. Ltd.

J.V. Thakker

Director

BUILD INDIA

(2)

Baba Bhola Promoters Pvt. Ltd.

PARTNER

W. S. Bhat

(5)

Director

K. K. Gupta

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own costs and expenses.

7.2 The Developer hereby undertakes that the New Property shall be lay out, constructed, erected and completed within 120 months from the date of obtaining vacant possession of the schedule I land from the Owner or obtaining sanction of the Plan from the Competent Authority, unless prevented by Force Majeure. Provided however, that the Developer shall be entitled to a grace period of a maximum of six months to complete construction and hand over the completed vacant possession of the entire owner's allocation to the Owners. The Developer agrees to incorporate in the Plan all things necessary to take engineering and architectural safeguards against damages to the New Building on account of natural calamities like earthquake, flood etc. and shall implement the same in construction. In the event the Developer fails to hand over possession of the Owners' Allocation to the Owners within the said period, shall be liable to pay damages to the Owner assessed at reasonable rate as agreeable to the owner.

7.3 The Developer shall bear and pay all municipal corporation taxes in respect of the Premises from the date of taking over possession of the Land till the date of Delivery of the Owner's Allocation to the Owner and/or its assigns. The drainage connection and water connection in respect of the said premises for the New Property shall also be obtained by the Developer.

7.4 The Developer shall abide by all laws, rules and regulation of the Government and/or local bodies and/or other authorities and shall be solely answerable to any breach or violation of the said laws, rules and regulations.

7.5 The Developer hereby agrees that the Owners will not to let out or grant leases and/or create any charge or mortgage on the Premises and/or the land comprised therein or any portion thereof. However, the Developers can create a charge or mortgage on the Premises and/or the land comprised therein in the interest of the Project if needed,

7.6 Owners/Developers have the liberty to book units comprised in their respective shares of allocation and accept advances against such bookings at their own risk and responsibility.

7.7 The Developer hereby agrees and covenants with the Owner to pay 97,000/- (Rupees Ninety seven thousands) to the owners as fully Refundable Interest free Security Deposit to be refunded at the time of handing over of the Owner's share in the newly constructed Property.

7.8 The Developer hereby undertakes to keep the Owner indemnified, saved and harmless in respect of any loss, damage, costs, claims, charges and proceeding that may arise in pursuance hereof including all claims or demands that may be made due to anything done by the Developer during development of the New Property, including claims by the Owner of adjoining properties for damage to their buildings, all claims and demands of suppliers, contractors, workman and agents of the Developer on any account whatsoever including any accident or other loss, demand and/or claim by the persons who may book any Unit out of the Developer's Area and any action taken by the Corporation and/or any other authority for any breach

of any statutory obligation, rules and bye-laws and for any illegal or faulty construction or otherwise of the building.

7.9 The Developer shall be liable and responsible for all risks arising out of any act of the Developer and/or its men, servants and agents working in the premises or in the Development of the New Property and also all accidents including loss of life and/or property in the process of construction and development of the New Property. Any damage or claim or demand arising from accident or negligence of the workmen of or any other person whomsoever shall be borne and made good by the Developer at its own costs, charges and expenses and the Owner shall Not be liable or responsible with regard thereto in any manner whatsoever. The Developer shall also be liable and responsible for and shall deal with at its own costs.

7.10 The Developer, while constructing the Property, shall strictly adhere to the plan as sanctioned by the Dhanbad Municipal Corporation/MADA and shall in no way deviate from the same, save those which are sanction able and done with the consent of the Architect and approved by the Owner. Notwithstanding anything contained herein the Developer shall keep the Owner indemnified against all action, suits, proceedings, costs, charges, expenses, penalties, claims and demand arising from and in respect of the above.

7.11 The Developers will not Mortgage the Schedule land for project Loan without the consent of the Land Lord.

ARTICLE VIII- NEW PROPERTY

8.1 The Developer shall, at its own source of cost to lay out & construct, erect and complete the New Property at the Premises in accordance with the sanctioned Plan and/or modified and/or altered as per the Specifications to be mentioned in the Marketing Brochure with first class materials and workmanship.

8.2 The Developer shall be authorized in the name of the Owner in so far as is necessary to apply for and obtain building materials for the construction of the New Property and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the New Property and other inputs and facilities required for the construction or for better use and enjoyment of the New Property for which purpose the Owner shall execute in favour of the Developer or its nominee or nominees a General Power of Attorney and to other authorities as shall be needed and/or required by the Developer.

8.3 All costs, charges and expenses including Architect's fees occurring after the execution of this Agreement shall be discharged by the Developer and the Owners shall bear no responsibility in this context.

8.4 The Developer hereby undertakes as follows:
i. To make necessary arrangements for finance, manpower, local administration and arrangement with the corporation and other authorities for utilities such

VT Infra Project Pvt. Ltd.

J. V. Thacker

Director

BUILD INDIA
PARTNER

Baba Bholia Promoters Pvt. Ltd.
Director

as water, sewage etc.

- ii. To develop, construct erect and complete New Property positively within a period of 120 (one twenty) months from the date of sanction of the First Map.
- iii. To apply for and obtain all permissions approvals and/or sanctions as may be necessary and/or required.
- iv. To remain responsible for any mishap and/or accident while undertaking the work of construction and in no event the Owner shall be liable and/or responsible for the same and the Developer has agreed to keep the Owner and each one of them saved harmless and fully indemnified against all costs charges claims actions suits and proceedings.

8.5 The Developer shall furnish to the Owner details built up area of the New Property and each unit and Super Built up Area of the New Property and Plans duly certified by Architect along with any deviations thereto. The Owner shall be at liberty to verify the details mentioned above with an independent agency

ARTICLE IX – SPACE ALLOCATION/CONSIDERATION

9.1 In consideration of the Owners having agreed to grant the exclusive right of development unto and in favour of the Developer, the Owners shall be entitled to ALL THAT the [37.5] % of the built up Area to comprise in various Units, constructed spaces and car parking spaces together with the undivided proportionate share(Phase wise).

9.2 In Consideration of the various obligation assumed by Developer and in further consideration of the Developer having agreed to incur all costs charges and expenses for Development construction erection and completion of the said New Property, the Developer shall be entitled to ALL THAT the [62.5] % of the Built up Area to comprises in various Units, plots constructed spaces and car parking space together with the undivided proportionate share in the apartment thereto.

9.3 The distribution between the Owner's Allocation and Developer's Allocation shall be made in equitable manner and as decided mutually after the map has been sanctioned in every phase.

ARTICLE X – FORCE MAJEURE

10.1 Force Majeure shall mean flood, earth quake, riot, war, storms, tempest, civil commotion, band or any statutory change/prohibition. However, if such statutory prohibition subsists for more than 6 months or more then that, the same shall not be regarded as force majeure and the parties shall mutually decide on the future course of action.

10.2 In order to claim extension of time on grounds of force majeure, the Developer shall be obliged to give written notice of extension of such

BUILD INDIA

R. S. Gupta
PARTNER
22/01/2017

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Baba Bhola Promoters Pvt. Ltd

R. S. Gupta
Director

4 D. K. Gupta

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conditions to the Owner while such conditions are in existence and shall also intimate the Owner immediately upon removal of such condition.

- 10.3 Force Majeure shall also mean any event or Circumstances analogous to the forgoing.

ARTICLE XI – HOLDING ORGANISATION

- 11.1 Immediately after handover of the said New Property, the Developer, in consultation with the Owner shall caused to be formed a Syndicate and/or Society and/or Limited Company (hereinafter referred to as “the HOLDING ORGANISATION”) for the purpose of management of the New Property and the common portions and/or rendition of the common services and each of the Owner and the Developer and/or any persons claiming through or under them shall be entitled to make payment of the proportionate share of maintenance charges in proportion to their respective allocations and shall also make necessary advances and/or deposits for the purpose of securing payment thereof (required as per Jharkhand Apartment Rule).
- 11.2 Until formation of the said Holding Organization, the Developer shall continue to remain responsible for the purpose of undertaking maintenance of the common parts and portion and also for rendition of common service maximum for 365 days from date of possession of each phase, SUBJECT HOWEVER to the Owners and the Developer and their respective intending purchasers agreeing to make payment of the proportionate share of such maintenance and/or service charges. The Developer shall ensure timely payments of maintenance charges by the Unit holders of the Units sold by them in respect of Developer’s Allocation.
- 11.3 The said Holding Organization shall make arrangement for securing monthly maintenance of common area and facilities either by taking deposit or in such other manner as may be mutually agreed upon.

ARTICLE XII – ARBITRATION

To arbitral tribunal comprising of three arbitrators one each to be appointed by either of the parties and two such appointed arbitrators shall appoint third arbitrator shall be referred to an arbitral tribunal.

The Arbitrator shall have summary powers.

- 14.1 The Arbitrator shall be entitled to lay down his own procedure.
- 14.2 The Arbitrator shall have power to give interim award and / or orders / directions.
- 14.3 The arbitration shall be held at Dhanbad.

VT Infra Project Pvt. Ltd.

J.V. Thakur

Director

ARTICLE XIII – JURIDICTION

15. Courts at Dhanbad alone shall have jurisdiction to entertain and try all proceedings arising out of these presents.

THE SCHEDULE – I ABOVE REFERED TO
(THE SAID PREMISES)

All that piece and parcel of Raiyati lands measuring 825.91 {Eight hundred twenty five and ninety one}decimals Mouza Kolakusma, Mouza No. 12 , P.S. Saraidhela, District Dhanbad (Jharkhand), under Khata and Plot Nos. are as follows :

KHATA NOS.	PLOT NOS.	AREA(in decimal)
10	2753, 2808, 2809, 2843 & 2851	36.00
95 & 81	2758 & 2785	37.00
81 & 38	2785, 2786 & 2790	27.00
146	2715	02.50
09	2853	08.25
146	2715	03.00
84	2778	15.00
80	2748	19.00
09, 10 & 95	2751, 2852 & 2845	10.17
68	2838	16.50
68	2838	16.50
68	2838	27.00
70	2835 & 2839	18.75
91	2787 & 2789	14.00
38	2793	14.00
95 & 10	2760 & 2752	18.50
49 & 09	2783 & 2788	19.15
49	2824	08.53
130	2756, 2757 & 2758	09.00
38	2803 & 2804	13.75

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Director

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R. K. Gupta

(Signature)

R. K. Gupta

(Signature)

D. K. Gupta

(Signature)

(Signature)

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J. V. Thacker

Director

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Baba Bhola Promoters Pvt. Ltd

R.K. Subbar

R.K. Subbar
PARTNER

25

R.K. Subbar

Director

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D.K. Subbar

D.K. Subbar

49	2821 & 2822	09.25
49 & 84	2794 & 2795	19.00
106 & 130	2834 & 2841	17.50
121 & 130	2842 & 2841	17.00
95	2747 & 2754	17.00
84	2795	07.00
10	2750 & 2757	06.95
49	2806, 2821 & 2822	30.39
85 & 38	2817 & 2799	14.80
85 & 38	2849, 2850 & 2812	16.73
95	2754	04.00
13	2743	09.90
10 & 09	2751 & 2852	05.00
68	2838	03.30
68	2838	04.12
95, 09, 38, 84 & 21	2845, 2853, 2847, 2815 & 2844	17.02
10	2752 & 2745	21.35
62	2854	09.90
38	2800	02.50
38	2800	02.50
81, 95 & 45	2743, 2754 & 2738	16.96
10 & 62	2755 & 2858	22.00
70	2938	06.00
70	2938	37.00
70	2938	23.00
81	2744	33.00
95, 09, 38, 84 & 21	2845, 2853, 2847, 2815 & 2844	17.03
38 & 49	2823, 2822 & 2824	20.00
106	2832, 2833 & 2834	13.75
38	2801 & 2848	10.00
106	2832, 2833 & 2834	13.70
106	2832, 2833 & 2834	13.66

VT Infra Project Pvt. Ltd.

J.V. Thalkar

Director

95 & 146	2754, 2747 & 2720	15.00
95	2754 & 2747	16.00
	GRAND TOTAL	825.91

In witness whereof the parties hereto while in their sound health and perfect mind and out of their own freewill and consent set and subscribe their respective hands on the day, month and year above mentioned.

WITNESSES :

1. Jagannath Roy
S/o O.C. Roy
2-B, Rana Apartment
Bekas Bandh
Dhambad-826001
2. Roshwant Ka. Sirohi
S/o Late Belded Sirohi
Satyam Nagar, P.O.
Nayagaon, Dhambad
Pin- 826004

Baba Bhola Promoters Pvt. Ltd

1. R.K. Gupta
Director

BUILD INDIA

2. R.K. Gupta

PARTNER

3. R.K. Gupta

4. D.K. Gupta

5. R.K. Gupta

Signature and Seal of Owners

VT Infra Project Pvt. Ltd.

J.V. Thakur

Director

Signature and Seal of Developer



झारखण्ड JHARKHAND

B 389248

Baba Bhola Promoters Pvt. Ltd

Director

Build India

R. K. Gupta

Partner

R. K. Gupta

विकासीय झारखण्ड

रेखा गुप्ता

Development Agreement

THIS AGREEMENT made this the 5th day of August 2013 at Dhanbad

BETWEEN

(1) M/s Baba Bhola Promoters Private Limited, a limited liability Company constituted under Company Act 1956 having its office at 223, Urmila Tower, 2nd floor, Bank More, Dhanbad-826001(Jharkhand) represent through its director Sri Rajesh Kumar Gupta, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

VT Infra Project Pvt. Ltd.

J.V. Thacker.

Director

धनबाद कोषगार से निर्गत

कोषगार पदाधिकारी
धनबाद

S.No... 4049. 5/8/13.
Date...
Name... VT Infra project Pvt. Ltd.
S/No...
At... Dhanbad
P.S...
Value of Stamp... 100/- (one hundred)
Through...
Part of Stamp

Ashish Kumar
S.V.Dhanbad, L.No: 12/85.



8 589248

संख्या 12/85

Development Agreement

THIS AGREEMENT made this 5th day of August 2013 at Dhanbad

BETWEEN

(1) M/s Baba Bhai Promoters Private Limited, a limited liability company
incorporated under Company Act 1956 having its office at 223, Laxmi Tower, 2nd floor,
Bank Road, Dhanbad-826001 (Jharkhand) represented through its Director Sh. Kamesh
Kumar Gupta son of Late Ram Prasad Ram Gupta resident of Kataras Bazar, PO
Kataras District Dhanbad (Jharkhand)

Director
VT Infra Project Pvt Ltd.

RK Gupta
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(2) **Build India** a partnership firm constitute under partnership Act 1932 having its office at 223, Urmila Tower, 2nd floor, Bank More, Dhanbad-826001(Jharkhand) represent through its Partner Sri Rajesh Kumar Gupta, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

(3) **Sri Rajesh Kumar Gupta**, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

(4) **Sri Dilip Kumar Gupta**, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

(5) **Smt Rekha Gupta** wife of Sri Rajesh Kumar Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand) "the Owners" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in interest/office and assigns) of the **ONE PART/ FIRST PART.**

AND

RK Gupta
Partner
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M/s. **VT Infra Project Private Limited** a Company incorporated under the Companies Act 1956, having its registered office at 1/42, Azad Garh, Ground Floor, Kolkata-700040, (West Bengal) and it's Administrative Office at Shree Laxmi Apartment, Shastri Nagar West, Dhanbad-826001(Jharkhand), represented through its Director Sri Jitendra V. Thacker son of Late Velji Thacker, resident at Shree Laxmi Apartment of Shastri Nagar West, P. S. Bank More, P.O. & District Dhanbad-826001(Jharkhand) hereinafter referred to as "**the Developer**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in interest/office) of the **OTHER PART/SECOND PART.**

WHEREAS

Director
RK Gupta
Smta Smta Smta
The Owner/ First Part are seized and possessed of and/or well and sufficiently entitled to All That piece or parcel of land measuring 863.76 decimals of Land in Mouza Kolakusuma, Mouza No. 12, Police Station and District Sub Registrar office Dhanbad in the District of Dhanbad (Jharkhand), more particularly described in the first schedule hereunder written and declined in the map or plan annexed and marked with red border, free from all encumbrances, attachments, acquisition, requisition, alignment or trust of any nature whatsoever (hereinafter referred to as "the said Land")

AND WHEREAS

Developer will construct and develop of the Schedule land in a Phase wise that is the Residential & commercial Complex to be develops.

1. The Developer has represented the Owners as follows:

- i) That its group has been engaged in the Business of developing multistoried buildings in and around Jharkhand and has necessary financial, technical and other

VT Infra Project Pvt. Ltd.

J. V. Thacker

Director

resources to punctually and successfully execute the contract as per the plan which will be sanctioned by the necessary authorities and also to the complete satisfaction of the owners.

- ii) That the developer can lay out the plots, develop, erect, construct and complete the New Property on the said Premises as per the Plan.
- iii) That it shall put the owner in vacant possession of the Owner's Allocation within the period mentioned herein.
- iv) That developers shall bear all costs of (ii) and (iii) above and all other costs as may be necessary for development of premises and abide by the terms and conditions stated in this Agreement.

1.1 Relying on the said representations, assurances and confirmations of the Developers and believing the same to be true and correct, the owner has agreed to appoint the Developers exclusively for the Purpose of developing the said premises by constructing a Multistory Apartments, Bung-lows, Villas, Duplexes, Commercial complexes and lay out of the plots thereon on the terms and conditions hereinafter contained.

1.2 This agreement relates to Development of Complete Land Mentioned in Schedule I.

NOW THIS AGREEMENT WITNESSETH and it is agreed and declared and between the parties hereto as follows:-

ARTICLE 1- DEFINATIONS

In these presents the following expressions shall have the following meaning:-

(A) OWNERS shall mean (1) M/s Baba Bholia Promoters Pvt. Ltd., a limited liability company constituted under Company Act 1956 having its office at 223, Urmila Tower, 2nd floor, Bank More, Dhanbad-826001(Jharkhand) represent through its director Sri Rajesh Kumar Gupta, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

(2) Build India a partnership firm constitute under partnership Act 1932 having its office at 223, Urmila Tower, 2nd floor, Bank More, Dhanbad-826001(Jharkhand) represent through its Partner Sri Rajesh Kumar Gupta, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

(3) Sri Rajesh Kumar Gupta, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

Baba Bholia Promoters Pvt. Ltd

①

RK Gupta

Director

Build India

②

RK Gupta

Partner

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VT Infra Project Pvt. Ltd.

J.V. Thacker

Director

दिलीप साठवडा
रेखा गुप्ता

RK Gupta

3

(4) Sri Dilip Kumar Gupta, son of Late Ram Prasad Ram Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand)

(5) Smt Rekha Gupta wife of Sri Rajesh Kumar Gupta resident of Katras Bazar, P.O. Katrasgar, District Dhanbad, (Jharkhand).

(B) **DEVELOPERS** shall mean **M/s. VT Infra Project Private Limited** a Company incorporated under the Companies Act 1956, having its registered office at 1/42, Azad Garh, Ground Floor, Kolkata-700040, (West Bengal) and its Administrative Office at Shree Laxmi Apartment, Shastri Nagar West, Dhanbad-826001 (Jharkhand), represented through its Director Sri Jitendra V. Thacker son of Late Velji Thacker, resident at Shree Laxmi Apartment of Shastri Nagar West, P. S. Bank More, P.O. & District Dhanbad-826001 (Jharkhand) and shall include its successors and/or successors in interest/office.

(C) **LAND** shall mean All that Piece or parcel of Land measuring 863.76 Decimals of Land in Mouza Kolakusuma, Mouza No.12, Police Station Saraidhela and District Sub-Registrar office Dhanbad in the District of Dhanbad (Jharkhand) more particularly described in the Schedule-I.

(D) **NEW PROPERTIES** shall mean and includes plots, Duplexes, Villas, Cottages, bungalows or Buildings Comprising of Residential & Commercial Complexes, to be constructed and completed over Schedule-I land as per plan sanctioned by Dhanbad Municipal Corporation/Mineral Area Development Authority (Phase wise).

(E) **OWNER'S ALLOCATION** shall mean ALL THAT the 37.5 % of total area approved. In multistory building it will be 37.5 % of the super built up area and for parking in multistory building it will be 37.5 % of total unit of parking whereas for Duplexes, Cottages, villa's and plots it will be 37.5 % of total units passed of same type certified by Architects

(F) **DEVELOPER'S ALLOCATIONS** shall mean ALL THAT the 62.5 % of total area approved. In multistory building it will be 62.5 % of the super built up area and for parking in multistory building it will be 62.5 % of total unit of parking whereas for Duplexes, Cottages & plots, villas it will be 62.5 % of total unit passed of same type certified by Architects.

(G) **ARCHITECTS** shall mean any person or persons and/or firm who may be appointed by Developers for Designing, Planning, Supervising and Certifying of the NEW Property to be constructed at the premises.

(H) **PLAN** shall mean the Plan(s) elevations, designs, drawings and specifications of the new Property to be prepared by the Architects, and sanctioned by the Dhanbad Municipal Corporation / MADA (Phase wise) and shall include any modifications or alterations as may be necessary and/or required in respect thereof with written approval of the Owner

(I) **NEW PROPERTY** shall mean and include layout of the plots and all Residential & Commercial Complexes (Multistory buildings, Cottages, Villas, Duplexes) to be developed on Schedule -I Land.

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R. V. Thacker

Director

Build India

R. V. Thacker
Partner

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J. V. Thacker

Director

(J) **COMMON PARTS AND PORTIONS** shall mean and include the various common parts and portions in the New Property which are necessary for beneficial use and enjoyment and provisions for maintenance and/or management of the New Property as certified Architect.

(K) **UNIT** shall mean any constructed/develop area and/or spaces in the New Property which is capable of being enjoyed independently by the Unit Owner.

(L) **UNIT OWNER** shall mean any person, firm, Hindu Undivided Family, trust, limited company or association of person who acquires or agrees to acquire and own a Unit in the New Property and shall include the Developers and the Owner for the Units allocated to them respectively and not agreed to be alienated to any third party.

(M) **SUPER BUILT UP AREA** shall mean the total area to be constructed by the Developers duly certified by the Architect/Engineer, which shall include area of the common portions.

(N) **SANCTIONED AREA** shall mean the covered area of the New Property as may be sanctioned by the Dhanbad Municipal Corporation/MADA (Phase wise).

(O) Singular shall include Plural and Vice versa

ARTICLE II – SATISFACTION OF TITLE

2.1 The Owner represented to and assured the Developer that they have perfect right title, interest and possession in to and over the land described in the First Schedule hereto under. It has also been represented to the Developers that the said land is free from all encumbrances, charges and mortgages etc.

2.2 In case at the time of the development, the Developers suffers any losses or damages as a result of any defect in the title in respect of the premises, the Owners shall be responsible to rectify the defect and bear all such expenses as may be necessary in this regard.

ARTICLE III – COMMENCEMENT

3.1 This Agreement has commenced and/or shall be deemed to have commenced in and with effect from the date of the first plan sanctioned by the MADA (hereinafter referred to as the "Commencement Date")

ARTICLE IV – DEVELOPMENT RIGHT

4.1 In consideration of the mutual covenants and in further consideration of the developer having agreed to incur all costs charges and expenses for the purpose of layout, construction, erection and completion of the New Property in accordance with the specifications. The Owner has agreed to grant an exclusive right of Development in respect of the premises unto and in favor of the Developer be entitled to undertake construction erection and completion of Entire New Property at the premises as per the plans

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VT Infra Project Pvt. Ltd.
J.V. Thacker.

Director

RW Gupta

Director

Build India

RW Gupta

Partner

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RW Gupta

4.2 All Permissions, Clearances, applications, plans and other paper and documents as may be required for the purpose of obtaining the necessary sanction from the appropriate Authorities shall be prepared, submitted and obtained by the Developer in the name of the Owner and the Developer shall pay and bear all fees, costs, charges, and expenses and make deposits wherever necessary and the developer shall be exclusively entitled to refund, if any, of such deposits and the Owner shall have no claim thereon.

4.3 The Land acquires or purchase by the owners adjacent to property which can be included in same campus will be also developed by the Developer in the same terms & condition as mentioned in this agreement.

ARTICLE V- POSSESSION

5.1 The owners shall handover the complete vacant possession of the land to the Developer to enable the Developer to undertake lay-out of the plot, construction, erection and completion of the New Property.

ARTICLE VI- OWNER'S OBLIGATIONS

6.1 Owners have agreed:

- i. To execute a General Power of Attorney in favor of the Developer for construction of the new Property on the said land and also for selling/transferring/disposing of the Developer's Allocation of the New Property including proportionate share in the said land to intending buyer/buyers.
- ii. To make payment of the municipal rates, taxes and other outgoings including electricity charges payable in respect of the premises upto the date of handing over vacant possession of the Land to the Developer.
- iii. To co-operate and/or assist the Developer in undertaking the work of development and/or construction of the New Property in accordance with the plan.
- iv. To empower the Developer by means of aforementioned power of Attorney to sell/lease/dispose the developers allocation to the intending buyers by executing sale deed in favour of those buyers and presenting such sale deeds before Sub-Registrar Dhanbad for registration thereof and receiving the sale considerations from the buyers.
- v. To do all other acts deeds and things as may be necessary and/or required from time to time and they will show all the original papers relating to the schedule land as and when require by the Developer or their nominee/nominees. After receiving the owner's allocation they would hand over all the original papers relating to the Schedule Land to the Developer or their nominee/nominees.

VT Infra Project Pvt. Ltd.
J.V. Thakker
Director

Baba Bhola Promoters Pvt. Ltd
R. K. Gupta
Director

Build India
R. K. Gupta
Partner

22/11/2017

13/11/2017

R. K. Gupta

6.2 The Owners hereby agrees and covenant with the Developer not to cause any interference or hindrance in the matter of construction of the New Property and the Premises by the Developer. Notwithstanding the same, the Owner shall always be entitled to inspect and assess the progress and quality of the building material and construction work of the New Property and the Developer shall assist them and satisfy their queries. In addition, the Owner shall have the right to have the progress and / or quality of the building material and construction work.

ARTICLE VII- DEVELOPER'S OBLIGATIONS

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- 7.1 The Developer shall Lay out the plots, develop, construct, erect and complete the New Property in terms of this Agreement and as per the Specifications to be mentioned in the Marketing Brochure and in accordance with the Plan entirely at its own costs and expenses.
- 7.2 The Developer hereby undertakes that the New Property shall be lay out, constructed, erected and completed within 120 months from the date of obtaining vacant possession of the schedule I land from the Owner or obtaining sanction of the Plan from the Competent Authority, unless prevented by Force Majeure. Provided however, that the Developer shall be entitled to a grace period of a maximum of six months to complete construction and hand over the completed vacant possession of the entire owner's allocation to the Owners. The Developer agrees to incorporate in the Plan all things necessary to take engineering and architectural safeguards against damages to the New Building on account of natural calamities like earthquake, flood etc. and shall implement the same in construction. In the event the Developer fails to hand over possession of the Owners' Allocation to the Owners within the said period, shall be liable to pay damages to the Owner assessed at reasonable rate as agreeable to the owner.
- 7.3 The Developer shall bear and pay all municipal corporation taxes in respect of the Premises from the date of taking over possession of the Land till the date of Delivery of the Owner's Allocation to the Owner and/or its assigns. The drainage connection and water connection in respect of the said premises for the New Property shall also be obtained by the Developer.
- 7.4 The Developer shall abide by all laws, rules and regulation of the Government and/or local bodies and/or other authorities and shall be solely answerable to any breach or violation of the said laws, rules and regulations.
- 7.5 The Developer hereby agrees that the Owners will not to let out or grant leases and/or create any charge or mortgage on the Premises and/or the land comprised therein or any portion thereof. However, the Developers can create a charge or mortgage on the Premises and/or the land comprised therein in the interest of the Project if needed,
- 7.6 Owners/Developers have the liberty to book units comprised in their respective shares of allocation and accept advances against such bookings at their own risk and responsibility.
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RN Gupta

RN Gupta

J.V. THAKKER.

Directo

Partner

Director

7.7 The Developer hereby agrees and covenants with the Owner to pay 97,000/- (Rupees Ninety seven thousands) to the owners as fully Refundable Interest free Security Deposit to be refunded at the time of handing over of the Owner's share in the newly constructed Property.

7.8 The Developer hereby undertakes to keep the Owner indemnified, saved and harmless in respect of any loss, damage, costs, claims, charges and proceeding that may arise in pursuance hereof including all claims or demands that may be made due to anything done by the Developer during development of the New Property, including claims by the Owner of adjoining properties for damage to their buildings, all claims and demands of suppliers, contractors, workman and agents of the Developer on any account whatsoever including any accident or other loss, demand and/or claim by the persons who may book any Unit out of the Developer's Area and any action taken by the Corporation and/or any other authority for any breach of any statutory obligation, rules and bye-laws and for any illegal or faculty construction or otherwise of the building.

7.9 The Developer shall be liable and responsible for all risks arising out of any act of the Developer and/or its men, servants and agents working in the premises or in the Development of the New Property and also all accidents including loss of life and/or property in the process of construction and development of the New Property. Any damage or claim or demand arising from accident or negligence of the workmen of or any other person whomsoever shall be borne and made good by the Developer at its own costs, charges and expenses and the Owner shall Not be liable or responsible with regard thereto in any manner whatsoever. The Developer shall also be liable and responsible for and shall deal with at its own costs.

7.10 The Developer, while constructing the Property, shall strictly adhere to the plan as sanctioned by the Dhanbad Municipal Corporation/MADA and shall in no way deviate from the same, save those which are sanction able and done with the consent of the Architect and approved by the Owner. Notwithstanding anything contained herein the Developer shall keep the Owner indemnified against all action, suits, proceedings, costs, charges, expenses, penalties, claims and demand arising from and in respect of the above.

7.11 The Developers will not Mortgage the Schedule land for project Loan without the consent of the Land Lord.

ARTICLE VIII- NEW PROPERTY

8.1 The Developer shall, at its own source of cost to lay out & construct, erect and complete the New Property at the Premises in accordance with the sanctioned Plan and/or modified and/or altered as per the Specifications to be mentioned in the Marketing Brochure with first class materials and workmanship.

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RN Gupta

RN Gupta

J.V. Thacker

Director

Partner

Director

13/12/2017

15/12/2017

RN Gupta

- 8.2 The Developer shall be authorized in the name of the Owner in so far as is necessary to apply for and obtain building materials for the construction of the New Property and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the New Property and other inputs and facilities required for the construction or for better use and enjoyment of the New Property for which purpose the Owner shall execute in favour of the Developer or its nominee or nominees a General Power of Attorney and to other authorities as shall be needed and/or required by the Developer.
- 8.3 All costs, charges and expenses including Architect's fees occurring after the execution of this Agreement shall be discharged by the Developer and the Owners shall bear no responsibility in this context.
- 8.4 The Developer hereby undertakes as follows:
- i. To make necessary arrangements for finance, manpower, local administration and arrangement with the corporation and other authorities for utilities such as water, sewage etc.
 - ii. To develop, construct erect and complete New Property positively within a period of 120 (one twenty) months from the date of sanction of the First Map.
 - iii. To apply for and obtain all permissions approvals and/or sanctions as may be necessary and/or required.
 - iv. To remain responsible for any mishap and/or accident while undertaking the work of construction and in no event the Owner shall be liable and/or responsible for the same and the Developer has agreed to keep the Owner and each one of them saved harmless and fully indemnified against all costs charges claims actions suits and proceedings.
- 8.5 The Developer shall furnish to the Owner details built up area of the New Property and each unit and Super Built up Area of the New Property and Plans duly certified by Architect along with any deviations thereto. The Owner shall be at liberty to verify the details mentioned above with an independent agency

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ARTICLE IX – SPACE ALLOCATION/CONSIDERATION

- 9.1 In consideration of the Owners having agreed to grant the exclusive right of development unto and in favour of the Developer, the Owners shall be entitled to ALL THAT the [37.5] % of the built up Area to comprise in various Units, constructed spaces and car parking spaces together with the undivided proportionate share(Phase wise).
- 9.2 In Consideration of the various obligation assumed by Developer and in further consideration of the Developer having agreed to incur all costs charges and expenses for Development construction erection and completion of the said New Property, the Developer shall be entitled to ALL THAT the [62.5] % of the Built up Area to comprises in various Units, plots constructed spaces and car parking space together

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Baba Bhola Promoters Pvt. Ltd

Build India

VT Infra Project Pvt. Ltd.

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J.V.Thakkar

Director

Partner

Director

with the undivided proportionate share in the apartment thereto.

- 9.3 The distribution between the Owner's Allocation and Developer's Allocation shall be made in equitable manner and as decided mutually after the map has been sanctioned in every phase.

ARTICLE X – FORCE MAJEURE

- 10.1 Force Majeure shall mean flood, earth quake, riot, war, storms, tempest, civil commotion, band or any statutory change/prohibition. However, if such statutory prohibition subsists for more than 6 months or more then that, the same shall not be regarded as force majeure and the parties shall mutually decide on the future course of action.
- 10.2 In order to claim extension of time on grounds of force majeure, the Developer shall be obliged to give written notice of extension of such conditions to the Owner while such conditions are in existence and shall also intimate the Owner immediately upon removal of such condition.
- 10.3 Force Majeure shall also mean any event or Circumstances analogous to the forgoing.

ARTICLE XI – HOLDING ORGANISATION

- 11.1 Immediately after handover of the said New Property, the Developer, in consultation with the Owner shall caused to be formed a Syndicate and/or Society and/or Limited Company (hereinafter referred to as "the HOLDING ORGANISATION") for the purpose of management of the New Property and the common portions and/or rendition of the common services and each of the Owner and the Developer and/or any persons claiming through or under them shall be entitled to make payment of the proportionate share of maintenance charges in proportion to their respective allocations and shall also make necessary advances and/or deposits for the purpose of securing payment thereof (required as per Jharkhand Apartment Rule).
- 11.2 Until formation of the said Holding Organization, the Developer shall continue to remain responsible for the purpose of undertaking maintenance of the common parts and portion and also for rendition of common service maximum for 365 days from date of possession of each phase, SUBJECT HOWEVER to the Owners and the Developer and their respective intending purchasers agreeing to make payment of the proportionate share of such maintenance and/or service charges. The Developer shall ensure timely payments of maintenance charges by the Unit holders of the Units sold by them in respect of Developer's Allocation.
- 11.3 The said Holding Organization shall make arrangement for securing monthly maintenance of common area and facilities either by taking deposit or in such other

Baba Bhola Promoters Pvt. Ltd

Ru Gupta

Director

Build India

Ru Gupta

Partner

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J. V. Thacker

Director

दिलीप कुमार ठाकुर
रिखा ठाकुर

Ru Gupta

manner as may be mutually agreed upon.

ARTICLE XII – ARBITRATION

To arbitral tribunal comprising of three arbitrators one each to be appointed by either of the parties and two such appointed arbitrators shall appoint third arbitrator shall be referred to an arbitral tribunal.

The Arbitrator shall have summary powers.

- 14.1 The Arbitrator shall be entitled to lay down his own procedure.
- 14.2 The Arbitrator shall have power to give interim award and / or orders / directions.
- 14.3 The arbitration shall be held at Dhanbad.

ARTICLE XIII – JURISDICTION

15. Courts at Dhanbad alone shall have jurisdiction to entertain and try all proceedings arising out of these presents.

THE SCHEDULE – I ABOVE REFERED TO (THE SAID PREMISES)

All that piece and parcel of Raiyati lands measuring 863.76 decimals Mouza Kolakusma, Mouza No. 12 , P.S. Saraidhela, District Dhanbad (Jharkhand), under Khata and Plot Nos. are as follows :

KHATA NOS,	PLOT NOS.	AREA(in decimal)
10	2753, 2808, 2809, 2843 & 2851	36.00
95 & 81	2758 & 2785	37.00
81 & 38	2785, 2786 & 2790	27.00
26	2714	02.47
146	2715	02.50
09	2853	08.25
146	2715	03.00
84	2778	15.00

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Build India

Ru Gupta

Ru Gupta
Partner

VT Infra Project Pvt. Ltd.

Director

Director

दिलीप कुमार गुप्ता
रैरा गुप्ता

Ru Gupta

56, 95, 09, 38, 84 & 21	2810, 2845, 2853, 2847, 2815 & 2844	23.02
10	2752 & 2745	21.35
62	2854	09.90
38	2800	02.50
38	2800	02.50
81, 95 & 45	2743, 2754 & 2738	16.96
71	2820 & 2811	05.00
10 & 62	2755 & 2858	22.00
70	2938	06.00
70	2938	37.00
70	2938	23.00
81	2744	33.00
56, 95, 09, 38, 84 & 21	2810, 2845, 2853, 2847, 2815 & 2844	23.02
	TOTAL	863.76

In witness whereof the parties hereto while in their sound health and perfect mind and out of their own freewill and consent set and subscribe their respective hands on the day, month and year above mentioned.

Baba Bhola Promoters Pvt. Ltd

1. Ruhika

WITNESSES :

Build India Director

2. Ruhika

1.

Partner

3. Ruhika

4. दिलीप कुमार् गुडा

2.

5. रेखा गुडा

Signature and Seal of Owners

VT Infra Project Pvt. Ltd.

J.V. Thakre

Signature and Seal of Developer