



झारखण्ड, JHARKHAND

B 897519

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT on conversion is made on this 3rd day of January 2020 A.D. at Ranchi,

BETWEEN

1. Nirmal Prakash Deepak @ Nirmal Prakash, age 61 years son of Late Chandra Mauleshwar Prasad & Late Manorama Prasad, Grand Sons of Late Parmanand Rai, By Caste-Kayastha, By Faith - Hindu, By Occupation - Retired service.
2. Gyan Prakash, age 53 years sons of Late Chandra Mauleshwar Prasad & Late Manorama Prasad, Grand Sons of Late Parmanand Rai, By Caste - Kayastha, By Faith - Hindu, By Occupation - Teaching.
3. Ved Prakash aged 50 years sons of Late Chandra Mauleshwar Prasad & Late Manorama Prasad, Grand Sons of Late Parmanand Rai, By Caste - Kayastha, By Faith - Hindu, By Occupation - Government Servant.

Nirmal Prakash Deepak

Gyan Prakash

Ved Prakash
Nirmal Prakash

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Director

4. Ujjwal Prakash aged 48 years sons of Late Chandra Mauleshwar Prasad & Late Manorama Prasad, Grand Sons of Late Parmanand Rai, By Caste - Kayastha, By Faith - Hindu, By Occupation - Private Service

all sons of Late Chandra Mauleshwar Prasad & Late Manorama Prasad, Grand Sons of Late Parmanand Rai, By Caste - Kayastha, By Faith - Hindu, Resident of "Amrit Dham", near St. Francis School Road, Castairs Town, P.s. Deoghar Town, District - B. Deoghar (Jharkhand) (hereinafter referred to as "OWNERS/LANDLORD") (which expression, mean and include its successors- in- interest and assigns) of the one part.

AND

M/S MONT BLANC CONSTRUCTIONS LTD.,
(CINU99999BR1989PLC3491) a company regd. under the Indian companies act 1956/2013, having its Branch office at Sri Sai city complex, Pundag, Ranchi through its Managing Director Rajeev Ranjan, s/o late Bal Krishna Prasad aged about 52 years, by cast Kayastha, by faith Hindu, occupation - business, R/o 36/c, Ashok Nagar, p.s. Argora, district Ranchi (Jharkhand) (hereinafter referred to as "DEVELOPERS") (which expression shall unless excluded by the subject or context below, mean and include its successors- in- interest, heirs, legal representatives, executors, administrators, and other assigns) of the second part..

WHEREAS :-

WHEREAS, the above said Land Owners are the absolute and beneficial owner of the land Plot no 814/Part measuring 16222.40 Sq. Ft. or 37.24 Decimals which was purchased vide four different deed as mentioned below.

1. DEED NO 1.

Plot No. 814 / Part, BashaudhiJamabandi no 39 / 3251being Holding No. - 71 (old), part of holding no. 155 & 156 (new)within ward no 18 (old) and 33 (new) measuring an area of 1.5 kattha, 4 chhattak, 01 Dhur, or

Nirmal Prakash's Deed

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Managing Director

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10.46 decimals, or 4555.8 Sq.ft. (little more or less) Popularly Known as "Amrit Dham" and situated at Mouza ShyamGunj, Castairs Town, near St. Francis School Castairs Town, P.s. Deoghar Town, District - B. Deoghar (Jharkhand), P.S. No. 413, within the Deoghar Municipality, B. Deoghar, is the purchased property of the land owner of the first Part named 3. Ved Prakash & 4. Ujjwal Prakash through Registered sale deed no 2609 / 87, Sl. No. 2774, Dated 19.08.1987 recorded in the Record of District Sub Registrar, Deoghar, in Book no. 1, Volume no. 5, Pages 436 To 448 from one named 1. Rajendra Prasad Singh S/o Late Parsadisingh, R/o Bilari, P.s. Katari Sarai, Sub - Division & District - Nalanda & 2. Manik Chandra Shekhar, s/o Late Mahadeo Prasad Burnawal, R/o ShailBala Rai Road, Deoghar, through their constituted attorney named, Mahadeo Prasad Burnawal S/o Late Baijnath Prasad Burnawal through registered deed of Power of Attorney vide deed no 105 Year 1986 recorded in the record of District sub Registrar, Deoghar, in Book no. IV, Volume no. 2, pages 400 to 423 dated 31.05.1986 and 3. Jitendra Kumar S/o Shree Sanker Lal Arya Resident of Village, P.O. & P.S. Shekhpura District - Munger.

AND WHEREAS 1. Rajendra Prasad Singh 2. Manik Chandra Shekhar, and 3. Jitendra Kumar have purchased the land from Smt. Annapurna Devi w/o late Sudhin Kumar Chatterjee and Shyamal Kumar Chatterjee s/o late Sudhin Kumar Chatterjee through registered Deed of Sale being sale deed no. 6618 Dated 03.05.1985 into the office of Sub-Registrar Kolkata

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2. DEED No 2

Plot No. 814 / Part, Bashaudhi Jamabandi no 39 / 3251 being Holding No. - 69 (old), 155 & 156 (new) within ward no 18 (old) and 33 (new) measuring an area of 5.866 decimals, or 2555 Sq. ft. (little more or less) popularly Known as "Amrit Dham" and situated at Mouza ShyamGunj, Castairs Town, near St. Francis School, Castairs Town, P.s. Deoghar Town, District - B. Deoghar (Jharkhand), P.S. No. 413, within the Deoghar Municipal Corporation, B. Deoghar, is the purchased property of the

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land owner of the first Part named 3. Ved Prakash & 4. Ujjwal Prakash through Registered sale deed no 2938 / 93 Dated 27.12.1993 Sl. No. 3159, recorded in the Record of District Sub Registrar, Deoghar, in Book no. 1, Volume no. 20 , Pages 250 To 255 from one named Ramesh Chandra Mishra S/o Shree Jogendranath Mishra, R/o Barmashiya, P.s. & Sub - Division Sadar, District - Deoghar along with the confirming party named Vinod Kumar Burnawal S/o Late Mathura Lal Burnawal, Resident of Villegeso, Sub - Division Chakai, District Jamui.

And whereas Mr. Ramesh Chandra Mishra S/o Shri Jogendranath Mishra had purchased the land measuring an area 1.5 kattha 4 chhattak 1 dhoor being Bashoudhi Jamabandi no 39 / 3251, mentioned above was purchased by virtue of registered deed of sale bearing sale deed no 2855 for the year 1993 from Kamal Kumar Chatterjee, Suvimalkumar Chatterjee, Shivani Chatterjee, Shubha Mitra Chatterjee and Uttara Chatterjee who acquired the same from their personal family partition under schedule II lot - A, dated 20.02.1963 by virtue of registered deed of partition vide deed no. 1016 for the year 1963.

3. DEED No 3

Plot No. 814 / Part, being Holding No. - 71 (old), 156 (new) within ward no 8 subsequently 18 (old) and 33 (new) measuring an area of 2 kattha 1 dhoor, 11.91 decimals, or 5188.55 Sq.ft. as per Rohini local measurement and consisting 7 (seven) Rooms including Kitchen, three privies, court yard wall and open space (little more or less) Popularly Known as "Amrit Dham" and situated at Mouza ShyamGunj, under Rohini Estate, Castairs Town, near St. Francis School Castairs Town, P.s. Deoghar Town, District - B. Deoghar (Jharkhand), P.S. No. 413 Bashaudhi Jamabandi no 89 / 3251 within the Deoghar Municipality, B. Deoghar, is the purchased property of the land owner of the first Part named 1. Nirmal Prakash & 2. Gyan Prakash through Registered sale deed no 3489 / 80 Dated 09.06.1980 , Sl. No. 5497, recorded in the Record of District Sub Registrar, Deoghar, in Book

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no. 1, Volume no. 277 , Pages 01 To 07 from one named Shailendra Kumar Chatterjee S/o Late Prafulla Kumar Chatterjee, R/o 46, Beni Benerjee Avenue, Calcutta - 31.

And whereas Mr. Shailendra kumar Chatterjee got the said land in his share in their amicable family partition under schedule II lot -C, dated 20.02. 1963 by virtue of registered deed of partition vide deed no. 1016 for the year 1963

4. DEED No 4

Plot No. 814, sub - plot no. 814 / C - 1 Under J.B. no.89 / 3251 being Holding No. - 71 (old), 155 (new) within ward no 18 (old) and 33 (new) measuring an area of 1kattha 8 chhttak 1 dhoor, 3923.05 sq. ft. or 9.01 decimals, (little more or less) Popularly Known as "Amrit Dham" and situated at Mouza ShyamGunj, Castairs Town, near St. Francis School Castairs Town, P.s. Deoghar Town, District - B. Deoghar (Jharkhand), P.S. No. 413, within the Deoghar Municipality, B. Deoghar, was purchased jointly in the mother and Grandmother(Nani) of the land owner of the first Part named Shakuntala prasad & Manorama prasad through vide Registered sale deed no 3490 / 80 Dated 09.06.1980 , Sl. No. 5498, recorded in the Record of District Sub Registrar, Deoghar, in Book no. 1, Volume no. 277 , Pages 8 To 14 from one named Shailendra Kumar Chatterjee S/o Late Prafulla Kumar Chatterjee, R/o 46, Beni Banerjee Avenue, P.s. Kolkata, 700031.

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And whereas Mr. Shailendra Kumar Chatterjee received the said land in his share in their amicable family partition under schedule II lot -B, dated 20.02. 1963 by virtue of registered deed of partition vide deed no. 1016 for the year 1963.

And whereas Smt. Shakuntala Prasad W/O Bakshi Sadhu Charan Prasad had voluntarily without prejudice released the same property mentioned above in favour of Smt. Manorama Prasad W/O Sri Chandramoleswar Prasad on

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18/08/1986 vide Deed of Release no 2086 for the year 1986 at Deoghar Sub Registrar Office.

And whereas after the death of Smt. Manorama Prasad the property mentioned above was transferred to all the successors of Smt. Manorama Prasad namely Nirmal Prakash, Gyan Prakash, Ved Prakash and Ujjwal Prakash (All Sons) and Bandana Sinha, Archana Sinha, Aparna Sinha and Sweta Sinha(All daughters) through a succession mutation case no 1173/2013-14 by the office of Circle office, Deoghar, Jharkhand on dated 17/02/2014.

And whereas after amicable family settlement among all the successors of Smt. Manorama Prasad , all the daughters namely Bandana Sinha, Archana Sinha, Aparna Sinha and Sweta Sinha have given no objection certificate regarding above mentioned property in favour of their brothers namely - Nirmal Prakash, Gyan Prakash, Ved Prakash and Ujjwal Prakash and subsequently the property mentioned above was transferred to Nirmal Prakash, Gyan Prakash, Ved Prakash and Ujjwal Prakash by the Office of Circle Officer, Deoghar on Through Succession mutation case no

Brief Description of the land and inheritance

The Khatiyani Raiyat of the homestead land popularly known as Amrit Dham belongs to land owner named Amrit Lal Chatterjee, who died living behind his successors named 1. Manmath Nath Chatterjee, 2. Satya Charan Chatterjee, and 3. Prafulla Kumar Chatterjee.

And whereas Manmath Nath Chatterjee died living behind his three sons namely 1. Sudhinkumar Chatterjee, 2. Santosh Kumar Chatterjee & 3. Sushil Kumar Chatterjee.

And whereas Satya Charan Chatterjee also died leaving behind his only son named Saroj Kumar Chatterjee.

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And whereas Prafulla kumar Chatterjee also died living behind his only son named Shailendra kumar Chatterjee and his widow named Vibhawati Devi.

And whereas all the above successors have got the land partitioned along with others land through registered deed of partition and came in possession of their respective share of land. And the same is more fully described in the Schedule "1" below and duly shown in "RED WASH" in the map attached hereunder forming part of this agreement.

Description of the Lands belongings to the Land Owners

All that piece and parcel of 16222.40 Sq. Ft. or 37.24 Decimals land situated in Mauza ShyamGunj under Rohini estate P.S. Sadar, P.S. No. 413, Dist. Deoghar having right under Khewat No., Khata No. & Plot Nos. 814 area separately purchased land are mentioned in above ownership detail.

AND whereas the land described above have been recorded in the R.S. Record of right in the name of

WHEREAS as the owner covenant that the aforesaid property are in their exclusive possession with absolute right, title and interest and the land aforesaid is free from all sorts of encumbrances, debts, liens, charges and attachments and is in marketable condition and have in themselves good right and absolute authority to transfer the whole and part of the schedule "A" property in all legal manner. AND WHEREAS the owner are interested in erecting/constructing a multistoried Commercial-cum-Residential building complex to be developed and constructed on the area aforesaid of the schedule 'A' property and also shown in red wash map attached hereto and to acquire proportionate share of the super built-up area including common area in the same as consideration in exchange for the full and final value of the landed property.

W/signed Prafulla Chatterjee

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a. That "The said Property" has neither been acquired, requisitioned or restored nor any notice for acquisition, requisition or restoration of the same

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under any status of past or present have been received by the OWNERS from any Government authority for acquisition, requisition or restoration of the same.

b. That apart from the OWNERS, none else is entitled to or has any share, right, title or interest over and in respect of "The said Property" or joint family or in any other manner whatsoever.

A. WHEREAS :-

1. "BUILDING" shall mean the multi-storied /Commercial cum Residential building and other constructions like comprising several Units with basement and semi basement proposed to be constructed on the landed property by the Developer at his own cost and expenses and in accordance with the plan (s) to be approved and sanctioned by Deoghar municipal Corporation and/or any other competent Authority.

2. "Common Part" or "Common Portion" shall mean and include common passage, common path, drive ways, main entrance, common boundary wall, main gate, staircase, landings, electrical installation, water supply, water tanks, tube well and its installation for carriage of water. All fire fighting agreement, sewerage pipe lines, lift with lift well lift machine room all over electrical wiring, machinery fittings and other facilities for common use and enjoyment.

3. "Landed Property" means and includes the land admeasuring 37.24 decimals be the same a title more or less more fully described in the "Schedule-A".

4. "Parking Space" means any place reserved for parking of motorcar and other vehicle.

5. "Super Built Area" means and include the carpet area of the unit, wall, verandah, balconies, cupboard area, proportionate area of common part

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including lift facility and fire fighting facilities, proportionate area of staircase, Fire escape, guard room: generator room, if any.

6. "Unit" shall mean covered space available for independent use and occupation for Commercial/residential use that is, Shop/Office/Flats having entire covered area as per plan to be sanctioned by Deoghar municipality and/or any other competent Authority and shall include the plinth area of common bathroom (if any), balconies, Varandah, open terrace, if any, apartment hereto and also thickness of the walls (external, internal and pillars).

B. WHEREAS :-

The OWNERS are the full and absolute OWNERS and/or are otherwise well and sufficiently entitled to the said landed property and the right, title and interest of the OWNERS in the said property is absolute and transferable.

C. WHEREAS :-

On the approach made by the Owners, the Developers have agreed for development of the said landed property on conversion basis;

And

WHEREAS on negotiation, the Developer has agreed to develop the said landed property on conversion basis by constructing multistoried building comprising several independent Units i.e. Shop/Office for Commercial use as per the Plan (s) and residential flats and units to be approved and sanctioned by Deoghar municipality and/or any other competent Authority and the OWNERS has agreed to allow the Developer to develop the said landed property on conversion basis :

D. WHEREAS :-

The terms and the conditions, which have been agreed upon by and between the parties hereto relating to development of the landed property, construction

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of the proposed multi-storied building and allotment of the OWNER'S SHARE and DEVELOPER'S SHARE respectively on conversion basis and sale and/or transfer thereof are being reproduced herein below:-

E. NOW THIS BUILDER'S AGREEMENT WITNESSETH as follows :-

1. That the OWNER does hereby permit, grant and authorize the Developer to develop said landed property and the OWNERS shall put the Developer in possession of "The Said Property" within 30 days from the date of this agreement.

2. In furtherance of the intention of this agreement the OWNER does hereby entrust and empower the Developer to do all or any of the following acts, deeds, matters and things: -

i. The Developer shall be and are entitled, empowered, authorized to demolish any structure standing on the said landed property at their own cost and expenses and by their own efforts.

ii. To prepare the plan of proposed multi-storied building for Commercial and residential use to be constructed on the landed property in the maximum available area and up to maximum permissible floors prepared/amended in accordance with the Rules, Resolutions and Bye Laws of the Deoghar municipal Corporation and/or any other competent Authority concerned authorities and to submit the said plans for its sanction to Deoghar municipal Corporation and/or any other competent Authority. The plan so submitted for sanction shall be approved and signed by the OWNERS/ DEVELOPERS.

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iii. The Developer will construct such' maximum area and such maximum floors as can be constructed on the said landed property in a commercially viable manner, permissible under the Building Rules and Regulations and bye-laws of Deoghar Municipal Corporation

- and/or any other competent Authority and in conformity with the plan (s) sanctioned by the Deoghar municipal Corporation and/or any other competent Authority.
- iv. To adhere with and strictly follow all the rules, regulations and by-laws as applicable and framed by statutory authority Deoghar municipal Corporation and/or any other competent authority Government etc. for construction of multistoried building.
- v. To appoint architects, surveyors, engineers and other person or persons at the developer's own expenses, cost and responsibility to carry out the object of construction of multi-storied building.
- vi. To make application to the concerned authorities for obtaining electrical connections and permit or permits or quota or quotas for cement, steel and/or other controlled building materials.
- vii. To prepare the plan in accordance with and in conformity with the rules, Bye-laws and norms of Deoghar Municipal Corporation and/or any other competent Authority, which will also include water facility, electrical facility, deep boring, Lift, Fire-fighting, Rain water harvesting etc.
- viii. The Developer will be entitled to modify the approved plan, as it deems fit and proper provided owner's prior consent has been obtained and such modifications are permissible and/or with in the provision of building by-laws or as per approved scheme laid down by Deoghar municipal Corporation and/or any other competent Authority.
- ix. To demolish the existing buildings, rooms, cut the tree / trees, get disconnect the electricity & water connections, (if any) with due permission of authority concern

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- x. The Developer shall be and are entitled, empowered, authorized to demolish any structure standing on the said landed property at their own cost and expenses and by their own efforts.
- xi. To assign the rights as well as liabilities under this agreement to any other person/persons including a legal entity.
- xii. To enter into an agreement to sale with regard to Developers share (excepting the share of land owner) and to receive consideration for the Prospective Purchaser and to acknowledge a receipt of the same.
- xiii. And to do all other acts, deeds and things which will be required for due execution of construction of multistoried building.
3. The parties of the first part shall empower the builder by virtue of a General Power of Attorney to the second part for the different works and execution in their behalf is as :-
- To file any affidavit, indemnity bond, declaration, or make any statement for getting any benefit in respect of the above said property in any court or in any department.
 - To manage, control, supervise and conduct all the matters relation to the said property.
 - To appear in the office of the Deoghar Registration office and other concerned departments in connection with the said property, to sign on all the papers and follow up all the matters in this respect.
 - To apply for N.O.C. of the said property, to sign on the papers and get the permission.
 - To enter in to an agreement for the sale of the property (Developers share).

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- f. To execute a proper and regular sale deed in favor of the purchaser, and to present the papers for registration before the sub-registrar.
- g. To do and execute all other things, deeds even which are not covered by the clauses as our said attorney may think fit and proper and expedient regarding the above said property.
- h. To appoint further attorney and to engage pleader advocate for the performance of certain acts in connection with the said property.
- i. To apply for water and electric connection, to sign on the relevant papers and perform all the duties in this respect.
- j. To act, appear and plead in any court, and to sign, file, verify and present pleadings, appeals, cross objection or petitions for executions, review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of any case in all their stages if any.
- k. And we executants, does hereby specifically mention that the Acts, deed and things done or got done by our attorney by virtue of this power of attorney, in respect of the said property be construed as acts, deed and things done by us personally, as if we were present.
4. That besides the Powered confirmed under this agreement, the land OWNERS further agrees to execute a Power of attorney in favour of the Developer enabling them to give effect to construction of multistoried building.
5. That the Land OWNER shall hold and use the area in the same manner as would be held and possessed by other occupants/purchaser of the multistoried building to be known as "C M Heights".
6. That after getting the building plan sanctioned by the Deoghar Municipal Corporation and/or any other competent Authority, the

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Developer shall complete the construction of the multistoried building on and over the landed property in all respect at their own cost, expresses and effort, in accordance with and in conformity with the map/plan sanctioned by Deoghar Municipal Corporation and/or any other competent Authority within 42 (forty Two) months from the date of sanction of building plan/map save and subject to 'force major' that is the circumstance beyond the control of the Developer shall be allowed a further grace period of six months in addition to the forty two months aforesaid. In case the Developers fails to complete this buildings and hand over the full shares to the OWNERS, till Developers shall be held liable to pay to the OWNERS Rs. 20000/- (Twenty Thousand) as penalty apart from other provisions in this agreement only Per month till the date of handing over possession of the entire built up share to the OWNERS.

7. That the Developer shall build and finish the multi-storied building in good substantial and workman like manner with best materials suitable for the purpose and with all modern amenities and as per norms, specifications of the multistoried building.
8. That for the purpose of the construction of the multistoried building the Developer has right to take new electric connection in the landed property and if necessary. The OWNERS assure the Developer and undertakes/that they will sign the necessary papers and documents for taking new eclectic connection.
9. That the Developer has every right to enter into the landed property and to perform and carry on all work, affairs including construction of the proposed multi-storied building.
10. That the Developer shall have right to mortgage or otherwise encumber, charge the said landed property (excluding the Owners share) also, Developer shall be entitled to take term loan or cash credit/facilities

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from the Bank on the basis of structure made, however, all financial liabilities shall be the Developers liability and the Owners are free from any such liability. The Owners does not share any Financial liability for any action of the Developer.

11. That the proposed multi-storied building which will be constructed on and over the said landed property shall be popularly known as identified an "'C M Heights'".
12. That the Developer shall provide water facility as per norms of Deoghar Municipal Corporation and/or any other competent Authority and shall place water tanks on the roof of the top floor and reservoir in ground floor, continue water flow and availability is the responsibility of the Developer.
13. That the Developer shall provide fire-fighting arrangement at all reasonable places in each floor in accordance with by-laws Rules of Deoghar Municipal Corporation and/or any other competent Authority and shall maintain and up keep the same.
14. That the Developer shall install lifts with collapsible gate of appropriate capacity as per norms of Deoghar Municipal Corporation and/or any other competent Authority and as per requirement. The lift so installed shall be of standard quality and carry certificate of reputed Company.
15. That all cost, expenses, liabilities and responsibilities in construction of multi-storied building shall be of the Developer.
16. That in spite of construction of multistoried building, if the land OWNERS fail to carry out or perform their part, the Developer shall have every right to obtain possession over their share in constructed building and they shall be at liberty to enforce this agreement before the court of law for getting appropriate relief.

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17. That it is agreed by and between the parties that the 'OWNERS SHARE' and the Developer's share in the multi-storied building and its premises as per conversion basis will be as follows:-

i. **OWNER'S SHARE:-**

a. 50% of total construction in Shops/ Flats including super built up area, parking space, undivided common part, undivided common facilities, undivided common space and undivided proportionate land in the multi-storied building. The OWNER'S SHARE shall be earmarked and allocated with mutual consent of both the parties and both the parties shall sign, in the plan, which will form part and parcel of these presents as soon as the map is sanctioned by the competent authority;

b. It is also agreed by and between the parties hereto that the roof right of the building shall be of the Owners and however, the Developers may be also permitted to deploy the technicians, plumbers, liftman and engineers etc. to enter there in for the purpose of repair and inspection of the lift, over head water tanks, reservoir, disc antenna etc.

ii. **DEVELOPER'S SHARE:**

The Remaining 50% of total construction including units, super-built area, parking space, undivided common part, undivided common facilities, undivided common space and undivided proportionate land.

18. It is agreed between the members of the 1st party (Land Owners) and the 2nd party (the Developer) that since the 1st party is residing in the present building and the 1st party is raising approximately 40,000 to 50,000/- per month as rental apart from their own accommodation from the whole of the building, hence, the second party shall compensate this amount of rental loss for the period of construction and also provide

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accommodation of minimum 2/3 BHK flats nearby on rent. The cost of such rental will be borne by the Developer.

19. Precisely Rs 18,00,000/- (Rupees Eighteen Lacs) towards rental and compensation of the existing building and Rs. 30,000/- towards monthly rent shall be paid by the Developer to the land owner which shall be treated as advance. However, the advance amount is neither adjustable nor refundable.

20. That on execution of this Agreement the Developer has paid a sum of Rs. 4.5 Lakhs (Rs. Four lakhs fifty thousand only) (1st installment) as a part of the above mentioned 18,00,000.00 and the remaining amount shall be paid in three equal installments.

- a. 2nd installment of Rs. 4.5 Lakhs (Rs Four lakh fifty thousand only) after sanction of map of the new construction;
- b. Third installment of Rs. 4.5 Lakhs (Rs Four lakh fifty thousand only) after demolition of the existing building presently on this land;
- c. 4th and last installment of Rs. 4.5 Lakhs (Rs Four lakh fifty thousand only) after foundation work is completed.

21. On the completion of the New Building, the Developer's shall give notice to OWNERS in writing to take possession of their respective allocation of share in the new building, and Developer will be relieved from all charges and obligations towards the Land Owner on their complete satisfaction as per the specification laid down in this agreement. In the mean time during construction, the Land Owners shall have full right and authority to dispose of his allotted share in the building and it is mandatory as well as compulsory for the Developer to complete the building as per specifications laid in general and hand over the sold/ allotted portion of the Owners Share to the prospective purchaser in the Owners allocated share. However, allottees of both the

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Owners and the Developers or the portion retained by the Developer or the Owner shall share the maintenance cost for the upkeep of the building in the same ratio as fixed by the Maintenance committee formed after completion of the New Building.

22. That after completion of Project within the stipulated period, the OWNER and the DEVELOPER shall be entitled absolutely to their respective share in any manner they deem fit and proper howsoever subject to the general restrictions for mutual advantage inherent in OWNERSHIP scheme of various units of multi-storied building.

23. That as and when needed and requested by the Developer, the OWNER shall execute and register the Deed of Transfer/ Conveyance with respect to the Developers Share in favour of the Developer or their nominee(s) at the cost and expenses of the Developer or their nominees(s)

24. In the Deed of Transfer/Conveyance to be executed by the OWNER with regard to their share, the Developer may also join as confirming party as and where required/necessary.

25. That the Developer shall strictly follow/comply with and adhere to all building regulating Act, governed by **JHARKHAND UNIFIED BUILDING BY- LAWS 2016** and **JHAR RERA** with other by-laws, rules, and notification as applicable for the purpose of construction of multistoried building and shall always keep the OWNER absolutely indemnified and harmless against the actionable claims and demands whatsoever which may arise due to deviation from the sanctioned plan and/or violation of any statutory provision of law, notification, order relating to the construction of the multi-storied building and also for the quality of the building.

26. That all the liabilities in construction of the multi-storied building towards salary, remuneration, over-time, fine, compensation and all

Nirmal Prakash Deepak

Cecilia Prakash

Ved Prakash

Vijwal Prakash

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Jaquidem
Director

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14 Annual

other statutory payment to the employee in construction of multi-storied building complex shall be of the Developer alone and the same shall be met, borne and paid by the Developer alone. The OWNER shall not be liable and responsible for the same.

27. That all the royalty, cess taxes etc. for the materials used in construction of the multi-storied building shall be paid and borne by the Developer alone. The OWNERS shall not be liable and responsible for the same.

28. In case in future, any sales tax, service tax or other statutory taxes, fee, surcharges are imposed or assessed in respect of the said landed property for construction of the proposed multi-stored building then, the same shall be paid and born by the Developer. The Developer shall charge, extra cost for installation of generator lift and electric connection levied on the purchase on the OWNERS share.

29. That if any dispute or differences arises out of these presents and/or any inter presentation of the terms and conditions of these presents, then the same shall be referred to Arbitration. The Provisions of the Arbitration and Conciliation Act, 1966 (Act No. XXVI of 1996) shall be applicable to such arbitration proceeding.

Nirmal Prakash Dasgupta
Gyan Prakash
Vand Prakash
Vijwal Prakash

SCHEDULE - "A"

DESCRIPTION OF THE LANDED PROPERTY

All that peace and parcel of 16222.40 Sq. Ft. or 37.24 Decimals land situated in village shyamgunj under Rohini estate P.S. sadardeoghar, P.S. No. 413, Dist. deoghar having right under Plot Nos. 814 Jamabandi No. 39/3251 and 89/3251 separately purchased land are mentioned in above ownership detail.

NORTH :
SOUTH :
EAST :
WEST :

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Sagunjan
Managing Director

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[Signature]

THE SECOND SCHEDULE ABOVE REFERRED TO:

PROPOSED BUILDING

The construction of the proposed building to be constructed as per specifications more fully and particularly mentioned and described in the third Schedule here under written. The name of the Building shall be AMRIT DHAM. However, the same can be changed with the joint consent of the Developer and Owner depending on the necessity to do so.

THE THIRD SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

FOUNDATION: RCC frame structure as per drawing and design with earthquake resistant

STRUCTURE: As per design. RCC frame structure with Aerated Autoclaved Block walls.

CIVIL WORK: Brick work in cement, sand and mortar as per drawing and design. AAC Blocks and Fly ash bricks shall be used atleast 60% of the building.

FINISHING: All internal walls and ceiling of the flat to be finished with cement plaster and Birla White Putty.

EXTERNAL WALLS: The Exterior walls outer surface will be finished with weather coat and permanent finish exteriors

COORIDORS and LOBBIES: The lobbies and corridors will be finished with combination of decorative granite and designer tiles and Stainless-steel railing

Nirmal Prakash Jaiswal
Gitan Krabath
Ved Prakash
Nirmal Prakash

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Sagudam
Managing Director

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Aravind

FLOORING:-

- a) Vitrified Floor tiles in Drawing, Dining, Bed-room, Balcony, Kitchen & Toilet
- b) Kota/ Black stone in stair mixed up with marble to give a decent look.
- c) The corridors and lift lobbies to be finished with decorative tiles mixed up with granite
- d) Checkered Tiles/ Pavers in flooring in parking area.

WINDOWS: Fully glazed Powder puffed anodized aluminum frames window with openable shutters fitted with 5mm smoke glass.

DOORS : Wood frame – Door shutter 32mm thick flush of standard ISI make, Main door of teakwood panel design with wooden frame and brass fitting, All internal doors 30 mm thick flush shutters both side teak finish polished, to get a decorative texture. All doors fitting of brass.

Nirmal Prakash Deepak
 Vikram Prakash
 Vee Prakash
 Vignesh Prakash

KITCHEN: Top of Black/ Cherry Red Granite/ Green Marble slab finishing with dado of glazed tiles up to 2 feet height and one steel sink with hot and cold water arrangement

TOILET: Designer printed Glazed tiles (13"x10") up to roof height. One Power Point for Geysers and one exhaust point

ELECTRICAL: Concealed wiring with copper conductors with standard modular fittings. Adequate nos. of 5 Amp. & 15 Amp all bed rooms and drawing /dinning space. Minimum 3 Nos of Power Plug points to be provided in the Kitchen with provision of exhaust point

P.H.E. WORK: Each toilet finished with geyser point, washbasin, I.W.C. or E.W.C. pan with cistern and all tap fitting of C.P. standard make Jaguar or equivalent. All sanitary lines will be done with PVC Pipes. All water supply lines will be PVC pipes and GI pipe for hot water.

Jagandan

Vignesh

TERRACE: Water proof and weather treatment will be provided on top of roof.

SOLAR POWER: Adequate capacity Solar water heater panel shall be installed for common and necessary services

OVERHEAD WATER TANK: Overhead water tank of adequate capacity.

LIFT: OTIS / KONE/ L T or equivalent make (ISI Marked) lift with capacity of six persons of adequate numbers as provided in the drawing.

FIRE FIGHTING INSTALLATIONS: As per the provisions of the map and laid down by the Fire Department adequate fire fitting arrangements has to be installed and made operational up to the satisfaction of E/I

IN WITNESS WHEREOF the OWNER and the DEVELOPER has put their respective hands and executed this Builder's Agreement on the day, month and year written first above after fully understanding the contents of these presents.

WITNESSES :-

OWNERS

1.

1. Nirmal Prakash Deshpande

2. Ganesh Babar

3. Vaid Prakash

4. Ujjwal Prakash.

2.

Vaid Prakash
Ujjwal Prakash

DEVELOPER

Drafted & Typed by :-

(Jagdish Chandra Pandey, Advocate)

MONT BLANC CONSTRUCTIONS LTD.

MONT B:

Jagdish Chandra Pandey
Advocate

Rajeev Ranjan
Director

(RAJEEV RANJAN)