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Government of Jharkhand

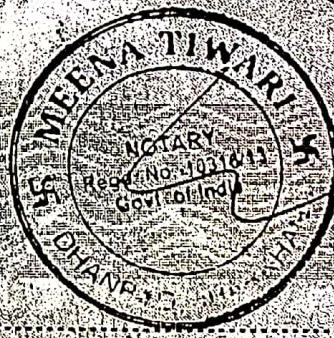
e-Stamp

Certificate No. IN-JH27688336747115S
Certificate Issued Date 20 Mar 2020 02:47 PM
Account Reference SHCIL (FI)/Jhshcil01/DHANBAD/JH-DB
Unique Doc. Reference : SUBIN-JHJHSHCIL0140817198877476S
Purchased by : SANJAY GUPTA
Description of Document : Article 5 Agreement or memorandum of an Agreement
Property Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : PARMAR ENTERPRISES
Second Party : AS APPLICABLE
Stamp Duty Paid By : PARMAR ENTERPRISES
Stamp Duty Amount (Rs.) : 100
(One Hundred only)

20 MAR 2020



PARMAR ENTERPRISES
Proprietor



NOTAR
DHANBAD

Please write & type below this line

PARMAR ENTERPRISES

Proprietor DEVELOPMENT AGREEMENT
This development agreement is made and executed at Dhanbad on this the 02 day of Mar 2020 by and between Sri Shailendra Rai S/o Lt. Basishtha Rai by faith- Hindu, by Caste- Bhumihar, Category- General, by occupation- Business, Resident of- Bekar Bandh, P.s.- & Dist- Dhanbad, Jharkhand herein after called and referred as **LAND OWNER** whose expression shall unless excluded by or repugnant to the subject



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shcilestamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

or context be deemed to include their successors, legal heirs, executors, administrators, representative, assigns etc. of the

FIRST PARTY

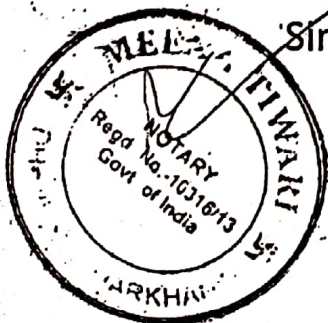
AND

M/s Parmar Enterprises, a Proprietorship Firm having its Office at Baramuri, Dhanbad, Jharkhand represented through its Proprietor **Mr. Randhir Singh**, S/o Brij Nandan Singh by faith-Hindu, by Caste- Kshatriya, Category- General, by occupation Business, Resident of Parmar House, Baramuri, Dist- Dhanbad (Jharkhand), hereinafter called and referred to as the **DEVELOPER** which expression shall mean and include its successors, legal heirs, representative and permitted assigns of the **SECOND PARTY**

WHEREAS a piece and parcel of Khatiyani raiyati land situated within District- Dhanbad, sub- registry office- Dhanbad, Circle office- Dhanbad under Mouza- Nawadih, Mouza No.- 02, Khata No.- 74 , Plot No.- 967, Area- 12.00 Decimals and Khata No. 42, Plot No. 993, Area – 2 Decimal Grand Total Area of two Khatas & two Plots are 14 Decimal purchased by the first party as under:-

Whereas the survey settlement Plot No. 967, appertaining to Khata No. 74 of Mouza Nawadih, Mouza No. 2, Area – 12 Decimal and Khata No. 42, Plot No. 993, Area -2 Decimal, Grand Total Area of two Khatas & two Plots are 14 Decimal under P.S. Dhanbad, District Dhanbad, has been purchased by the land owner vide registered deed of sale being 6593 dt 25.09.2012 from 1. Sri Shyamal Kumar Paul S/o. Lt Jatindra Nath Paul, 2. Smt Sandhya Rani Paul W/o. Lt Arun Kumar Paul 3. Sri Ganesh Prasad Singh S/o. Lt Sarab Jeet Singh

Shakti Singh



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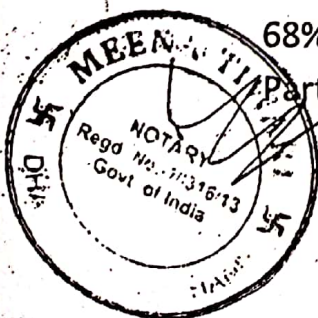
And Whereas after purchase the said land Sri Shailendra Rai S/o. Lt. Basishtha Rai (Land Owner) got mutated his name in the serista of land lord state of Jharkhand and Circle office Dhanbad vide mutation case no. 688 (i)/2014-15 dt 15/09.2014 and paid rent of revenue to government of Jharkhand under jama bandi no. 2130.

AND WHEREAS the first party are covenant that the said property is in exclusive possession with absolute right, title and is in marketable condition and has the rightful power and absolute authority and title to transfer, assign sell the whole or part of the said property.

AND WHEREAS the first party has offered the Second party/ developer to construct and develop a multi- storied residential/commercial building complex on their schedule- A property and acquire residential/commercial built up area in the same as consideration in exchange for the full and final value of the land and the building standing thereon.

AND WHEREAS, the Developer has agreed and he is ready to construct a multi-storied building on the scheduled land on conversion and the same has been accepted by the owners.

AND WHEREAS the "Developer" offered to construct at own cost a multi-storied building complex over the said property after the approval of plan from MADA and in lieu same the Developer shall provide 32% of Constructed Building Area to the land owner as consideration value and the remaining 68% of constructed building area shall belong to the Second Party/Developer.



PARMAR ENTERPRISE

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Proprietor,

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Proprietor

Shailendra Rai

NOW THIS AGREEMENT WITNESS AND PARTIES HERETO HAVE AGREED AND DECLARED AS FOLLOWS:-

1. That, the land owner has agreed to appoint the developer to construct building over the said premises and he has given right to develop the said premises and to prepare building space. The developer will develop the said premises with own cost, liability and responsibility.
2. That, in consideration of the First Party having appointed the Second Party as the developer of the said property and the first party agreeing to allow the second party to appropriate the entire profits arising out of the development scheme as in hereinafter provided, the Second Party shall pay a sum of Rs. 51,000/- (Rupees fifty one thousand only) to the First Party. + 43050/- Total one lac one thousand only/-
- (3) That the developer shall appoint an architect for drawing and preparing the plans, designs, drains and elevation of the intended building complex to be constructed on the said property including the specification of works to be done and of the materials to be provided for the said intending building complex of good quality. All expenses to be incurred and fees to be paid to the said Architect shall be borne by the developer. It is further agreed and settled that the developer shall develop the said property ensuring the construction the maximum permissible floor area ratio (hereinafter referred to as "F.A.R.") and according to the development plan shall be made and submitted to the building sanctioning authority MADA.

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The developer shall submit building plan prepared by the said Architect and agreed by the owners to MADA and other authorities The plan of the proposed construction shall be submitted to MADA and other appropriate

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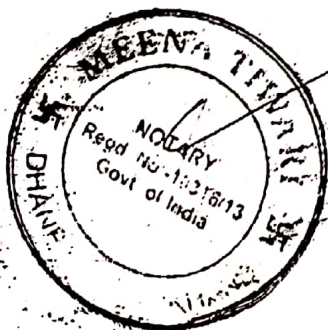
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authority, if any, in the names of owners. The owners shall sign all relating papers as required by the developer for obtaining sanction of the said building plan on behalf of the owners from MADA and or other authorities, if any and costs and expenses relating to above shall be paid and borne by the developer.

- (5) The owners after execution of this agreement, deliver physical possession of the vacant land for the purpose of construction of the proposed building to be carried out by the developer at the cost and expenses of the developer and allow every facility to the developer, their staff, workers, engineer, architects and agents etc., to enter into and utilize the premises of the said property to enable the developer to carry out the various development works, as required and stipulated in the agreement.
- (6) That, thereafter the developer shall proceed expeditiously with the site development and preparation of the multi-storied building as per plan on the land mentioned in the scheduled land. The new building construction shall be completed within 36 months from the date of sanction of MADA PLAN. This period may be further extended for 12 months for unseen and unavoidable circumstances.
- (7) That, it is further agreed and covenant by the Developer that owners of the land shall provide all co-operation while in construction of the proposed Multi-storied building.

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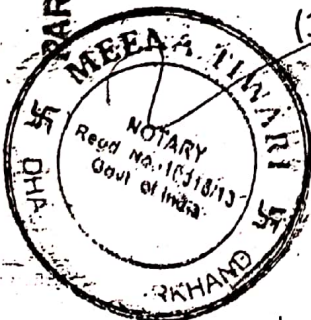
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- (8) That, the developer will have all the right and liberty to invite the purchasers who agree to acquire the flat/shop on ownership basis in the said building. The developer would construct the flats/shop along with the common amenities.
- (9) That, it has been agreed between the parties that the land owner will not have any objection in the agreement which will be executed between the developer and the prospective buyers of Developer's share i.e. 68 %.
- (10) That, the developer will get necessary plans sanctioned from "MADA" or competent authority and the land owner hereby empowers the Developer to sign documents required for the sanction of the plan.
- (11) That, the land owner will hand over the vacant possession of the premises. That on taking possession, the Developer shall develop the premises, draw the plan for construction and shall have the right to book the Flat/shop/Constructed Area to intending purchaser of own share without any permission of the First Party.
- (12) That, the Developer shall deemed to be in the possession of the said premises and shall be free to do all acts, deeds and things lawfully required for development of premises at his own cost and expenses.
- (13) That, the Developer shall be entitled to develop the said property by construction of multi-storied building. The developer in this direction may receive and realize the prices in respect of the allotments and sale of such tenements, flats/shops and parking space and

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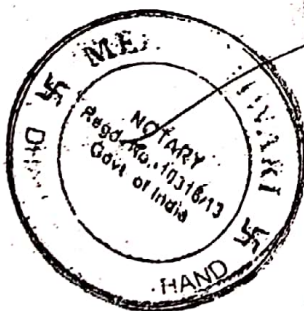
(18) That, as mentioned above, the land owners shall have no right over the rest 68% of the constructed area of the land. The developer shall solely be entitled to book and sale the flats/shops and car parking area and to receive the payment in lieu of sale booking of the proposed building of his own share.

(19) That, the Developers shall complete the multi-storied building on the lands given by the power and save and except providing the land the owners should not provide any kind of money to the builder towards the construction cost, any incidental charges, any launching charge/ expenses, any cost of drawing of plan or approval of plan and the developer will be responsible for all the payment of labour, material, suppliers, staff, employee or other payment whatsoever, the owner will not be held liable and responsible for any payment, cost or expenses.

(20) That, the Developer shall be entitled to 68% and covered parking spaces of the said premises and also be entitled to receive the sale proceeds with respect to the same.

(21) That, the owner shall be at liberty to sell, mortgage, lease/or let out the whole or any part and in any manner of their allotted share of 32% of the total constructed area.

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(22) That, it shall be incumbent upon the owner that he will hand over the scheduled land free from all encumbrance with freely marketable value having perfect right title to the Developer. The land owner further undertakes that there is no any title defect upon the land and no any case is pending upon the schedule land and they are absolute and exclusive owner of their share of land. If due to any defect, the construction work be hindered then the land owners shall pay the entire expenses, investment and indemnify the Developer according to the market value of the construction.

(23) That, the developer undertakes to obtain all the required license, sanctions, clearance for the development/ construction of the building with own cost and responsibility and further undertake that he will construct the area as per approval plan of MADA following all the government rules and act.

(24) That, in case any dispute or difference occur between the parties the same shall be referred to the Arbitrator and the provisions of Arbitration Act 1996 shall apply.

(25) That, the land owners after entering into the agreement shall not do any act, deed or thing whereby the construction or development of the said premises is hindered or impeded in any way.

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(26) That, it is agreed between the parties that if any technical and/or any problem will arise then the parties may extend the period of construction mutually.

(27) That, if required, the parties will execute further documents according to the law.


(28) That, both the parties will co-operate with each other.

SCHEDULE A

A piece and parcel of Khatiyani raiyati land situated within District- Dhanbad, sub- registry office- Dhanbad, Circle office- Dhanbad under Mouza- Nawadih, Mouza No.- 02, Khata No.- 74, 42, Plot No.- 967, 993, total area- 14.00 Decimals which is under peaceful physical possession of the owner and the same is Butted and Bounded as follows:

North	:- 20' ft wide road.
South	:- Part of plot No. 967
East	:- Part of plot No. 967
West	:- Plot No. 993

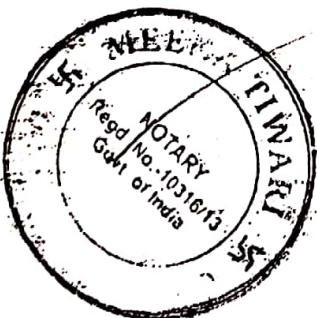
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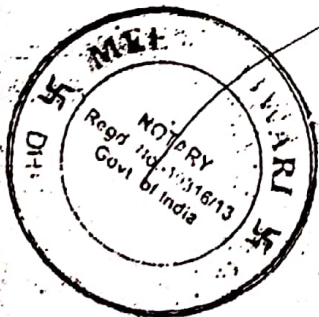
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Schedule - B**Particulars of Construction/Specification:**

Construction to be made and equipment, fitting and fixture to be installed and provided in the building shall be installed and providing in the building shall be new and of standard mark and of good quality like ISI, ISO etc. and according to the plans and device of the architect including the following.

FOUNDATION	:	As per design of Architect under Govt. Norms and Rule.
STRUCTURE	:	R.C.C. 1:2:4 C.C.
ROOF SLABS	:	R.C.C.
FLOORING	:	Floor tiles (Size 16"X16")
DOORS	:	Wood frame with Flush Door water proof pix door in every room and PVC door with from in toilet.
WINDOWS	:	Steel frame with fully glazed.
TOILET	:	6'-0" high glazed tiles with modern sanitary ware and tiles.
KITCHEN	:	Gray-Granite top booking platform with 3'-0" high glazed tiles, floors, tiles.
INTERIOR FINISHING	:	Plaster of Paris, Wall putty water proof wall putty, coating with water proof.
EXTERIOR FINISHING	:	Paints.



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WATER SUPPLY	:	24 hours water supply from own deep tube well boring through overhead tank.
ELECTRICITY	:	Electric Connection with short line wire and Electric supply have J.S.E.B..
ELECTRICAL	:	Concealed P.V.C. wiring.
T.V. POINT	:	One Point in each flat.
LIFT	:	OTIS (8-10 persons capacity)
MAIN GATE	:	One collapsible gate or Grill gate on main door along with wooden door.

Schedule C

THE COMMON PORTION

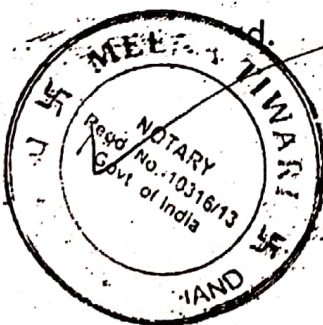
- a. Staircases on all the floors of the proposed building.
- b. Staircase and lift landing on all the floor of the proposed building.
- c. The common path, passage and area in the land comprised in the said premises proposed building including the beams, foundation and support of the proposed building.
- d. Driveway and lobby in the ground floor or basement of the proposed building (save and except the car parking spaces demarcated by the Developer therein and/or the open land at the said premises).

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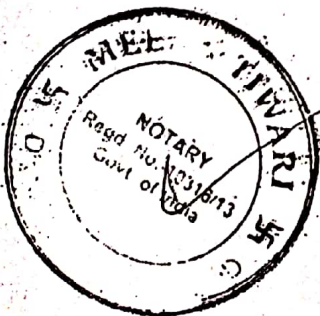
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- e. Boundary walls and the main gate of the said premises.
- f. Drainage and the sewerage line and connection.
- g. All electric connections, installations, wings, meters and fittings (excluding those that are installed within the exclusive area of the flats, shops & office space in the proposed building and exclusively meant for its use).
- h. Water pump/ tube well, and its installation, pump room water reservoir, water tanks and all common installation for carriage of water (save and except those as are within any flat, shop or office for its exclusive use) in and/or in respect of the proposed building.
- i. Lift and its installation, lift room and the lift machine room in the proposed building.
- j. such other common areas, paths, equipments, installation, fittings and fixtures in or about the land comprised in the said premises and in the proposed building as are necessary for the user in common between the proprietor/owner from time to time expressly excluding the roof and parking area in the basement of the proposed building.
- k. Fire extinguisher shall be installed on a report of expert and members of the proposed building shall be trained accordingly initially.

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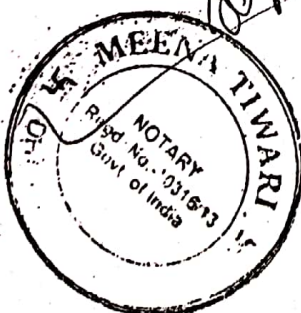
SCHEDULE DEFINITION

- a) Owner or land owner : Shall mean First Part of this agreement and/or their respective legal heirs, executors, administrators, legal representative and assigns.
- b) Developer : Shall mean M/s Parmar Enterprises and their legal heirs, executors, administrators, legal representative and assigns.
- c) Purchaser : Shall mean any purchaser of the constructed area and include their legal heirs, administrators, legal heirs and assign.
- d) Building : Shall mean multi-storied building constructing of flats/shop space and other construction for common use as per sanction plan of MADA
- e) Flat/shop : Shall mean constructed area or space in the building intended to be built up and or constructed area capable of being occupied and enjoyed independently.
- The said unit of flat/shop shall also mean the room space and or other space and all fitting and fixture in the said space which used to be residential & commercial.

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Proprietor

f) Plan : Plan shall mean the plan, elevation, designs, drawing of the building as sanctioned by the MADA, Dhanbad.

g) Transfer : Shall include transfer by delivery of possession or by others means adopted for effecting what is understood as a transfer of a unit in multi-storied building to the purchaser thereof.

In witnesses whereof, the parties have understood each and every terms and conditions mentioned in simple Hindi according to their negotiation and put their signature freely without undue influence, force, compulsion and coercion on dated _____

WITNESSES :

- 1. *Prinod Sharma*
s/o - Lt. Shiv Shankar Sharma
Azad Nagar, Dhanbad
- 2.

EXECUTANTS

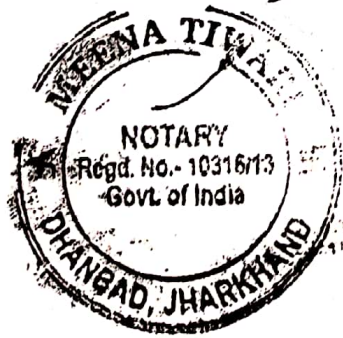
Shankar Ra
LAND OWNER/FIRST PARTY
PARMAR ENTERPRISES

[Signature]
Proprietor
DEVELOPER/SECOND PARTY

[Signature]

IDENTIFIED BY

[Signature]
ADVOCATE



ATTESTED
NOTARY DHANBAD
Authorised

u/s. (B) (1) (a) of the Notaries
Act 1952 (Act No. 53 of 1952)

[Signature]
PARMAR ENTERPRISES
Proprietor