



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 5583a5421639fad66f10

Receipt Date : 20-Mar-2022 09:00:05 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : EastSinghbhum

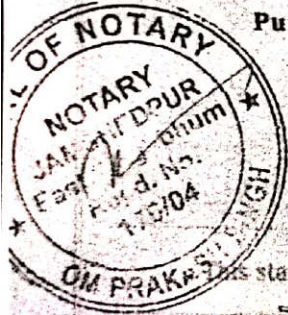
Stamp Duty Paid By : GRUNE HOMES PVT LTD

Purpose of stamp duty paid : SUPPLEMENTARY DEVELOPMENT AGREEMENT

First Party Name : ASHOK MAITRA AND OTHERS

Second Party Name : GRUNE HOMES PVT LTD

GRN Number : 2210387412

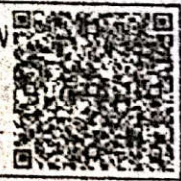


This stamp paper can be verified in the jharnibandhan site through receipt number

Ashok Maitra
 Subhan Singh
 Kamla Devi
 Anit Kumbhakar Singh
 MANJU
 R.S. Chandak
 Tathak
 Indira Mahto
 Suresh Narayan Singh

Identified & Signed in my Presence.

Ashok Maitra
Advocate



GRUNE HOMES PVT LTD
[Signature]
DIRECTOR

GRUNE HOMES PVT LTD
[Signature]
DIRECTOR

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

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Om Prakash Singh
29/3/22
Notary Public
Jamshedpur
Govt. of Jharkhand
Regd. No.-176/04

Ashok Mahto
Sanku Pat
Kamna De
MANJU
Amit Kumar
R. S. Chandel

Pooja

Pratibha Shree
Suresh Narayan Singh

Identified & Signed / L.T.I.
my Presence.

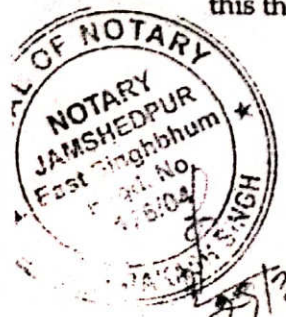
Amarendra Kumar
Advoca

GRUNE HOMES P.V.I. L.L.U
[Signature]
DIRECTOR

GRUNE HOMES P.V.I. L.L.U
[Signature]
DIRECTOR

SUPPLEMENTARY DEVELOPMENT AGREEMENT

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT is made on
this the 20 day of MARCH 2022 at Jamshedpur; BY and BETWEEN:



[Signature]
20/3/22

Ashok Maitra

Sudhakar

Arajit Kumar
Kamla Devi

MANJU

R. S. Chan

Ingilla

Ingilla St.

Suresh Nary

GRUNE HOMES

Adv

Identified & Signed / L
my Presence.

Adv

1) **ASHOK MAITRA**, S/o Late N.E. Maitra, by faith Hindu, Category General, by occupation Service, resident of E/196, Sonari East, Jamshedpur, District East Singhbhum,

2) **INGILLA SHARMA**, W/o Anjani Kumar Sharma, by faith Hindu, Category General, by occupation Housewife, resident of A-90, Tayo Colony, Gamhariya, District Seraikella- Kharsawan, at present residing at Q. No. HIG-281 at Dindli, Behind City Palace, Housing Colony, Adityapur, District Seraikella Kharsawan,

3) **KAMLA DEVI**, W/o Bhim Singh, by faith Hindu, Category General, by occupation Housewife, Resident of D/67, A Block, Near R.M.S. School, Sonari, Jamshedpur 831011, District East Singhbhum, Jharkhand,

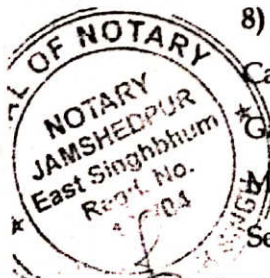
4) **MANJU SINGH**, W/o V.B. Singh, by faith Hindu, Category General, by occupation Housewife, resident of P-47, Q Road, Bistupur now present resident of Bungalow No. 9, D Road, East Northern Town, Bistupur, District East Singhbhum,

5) **RAKESH SINGH CHANDEL**, S/o Late Indra Pal Singh, by faith Hindu, Category General, by occupation Service, resident of F/122, Tata Complex, Gamhariya, P.S. gamhariya, District Seraikella Kharsawan,

6) **S.P. SINGH**, S/o Late Bharat Singh, by faith Hindu, Category General, by occupation retired, resident of A-63, Tata Complex, Gamhariya, P.S. Gamhariya, District Seraikella Kharsawan,

7) **AMIT KUNWAR SINGH**, S/o S.P. Singh, by faith Hindu, Category General, by occupation retired, resident of SF/B-1, New Housing Colony, Near Sarita Talkiz, Adityapur-1, District Seraikela Kharsawan,

8) **SUDHAKANT PATHAK**, S/o Tara Kant Pathak, by faith Hindu, Category General, by occupation Service, resident of G-185, Tayo Colony, Gamhariya, District Seraikella Kharsawan at present resident of C/o B. Majhi, Holding No. 5/12, Near Shiv Mandir, Dindli, Adityapur, District Seraikella Kharsawan,



25/3/2021

GRUNE HOMES P.V.L.
DIRECTOR

Asst. Commr. East Singhbhum
Sub. L. No. 10
Amrit Kumar Singh
Kamla Devi
MANJU
R. S. Chan
falkot
Sushil Chandra
Suresh Narayan
GRUNE HOMES PVT. LTD.
Adityapur
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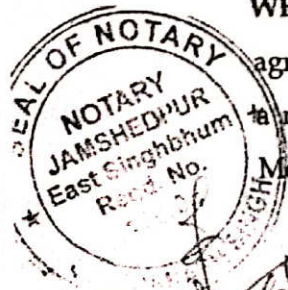
9) **SURESH NARAYAN SINGH**, S/o Late Vidya Nath Singh, by faith Hindu, Category General, by occupation Retired Serviceman, resident of P-47, Bistupur, District East Singhbhum, hereinafter together called and referred to as the **OWNER / FIRST PARTY** (which expression shall unless excluded by or repugnant to the context, or the meaning thereto, mean and include his heirs, successors, representatives and assigns) of the **ONE PART**;

AND

M/S GRUNE HOMES PVT. LTD. (Builder / Promoter and Developer), a company, being represented by one of its director namely **ARCHANA SINGH**, aged about 32 years, Daughter of Rameshwar Prasad Singh, by faith Hindu, by Nationality Indian, occupation Business, resident of Flat No. EWS-13/2, Adityapur-2, Road no. 10, Near Hanuman Mandir, P.S. R.I.T., District Seraikella-Kharsawan, State Jharkhand, hereinafter called and referred to as the **DEVELOPER / BUILDER / FIRST PARTY** (which expression shall unless excluded by or repugnant to the context, or the meaning thereto, mean and include his heirs, successors, representatives and assigns) of the **ONE PART**;

NATURE OF AGREEMENT : SUPPLEMENTARY DEVELOPMENT AGREEMENT.

WHEREAS the First Party no. 1 hereto had entered into a development agreement dated 12-01-2017 with the Second Party for the construction of a multistoried building on the land of the First Party no. 1, situated in Mouza Asangi, Thana no. 126, P.S. RIT, District Seraikella Kharsawan.



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 Sub. e. Pd.
 Himil Kumar Sir
 Kamla D.
 MANJU
 R. S. Chan
 Palkot
 Anshika Sr.
 SUGAN NAYAK
 GRUNE HOMES PVT
 Anshika Sr.
 DIF
 Identified & Signed / L.T.I.
 my Presence.
 Anshika Sr. Advoc

AND WHEREAS the First Party no. 2 hereto had entered into a development agreement dated 11-01-2017 with the Second Party for the construction of a multistoried building on the land of the First Party no. 2, situated in Mouza Asangi, Thana no. 126, P.S. RIT, District Seraikella Kharsawan.

AND WHEREAS the First Party no. 3 hereto had entered into a development agreement dated 11-01-2017 with the Second Party for the construction of a multistoried building on the land of the First Party no. 3, situated in Mouza Asangi, Thana no. 126, P.S. RIT, District Seraikella Kharsawan.

AND WHEREAS the First Party no. 4 hereto had entered into a development agreement dated 06-12-2016 with the Second Party for the construction of a multistoried building on the land of the First Party no. 4, situated in Mouza Asangi, Thana no. 126, P.S. RIT, District Seraikella Kharsawan.

AND WHEREAS the First Party no. 5 hereto had entered into a development agreement dated 13-01-2017 with the Second Party for the construction of a multistoried building on the land of the First Party no. 5, situated in Mouza Asangi, Thana no. 126, P.S. RIT, District Seraikella Kharsawan.

AND WHEREAS the First Party no. 6 and 7 hereto had entered into a development agreement dated 13-01-2017 with the Second Party for the construction of a multistoried building on the land of the First Party no. 6 and 7, situated in Mouza Asangi, Thana no. 126, P.S. RIT, District Seraikella Kharsawan.

OF NOTARY
 OTARY
 SHEDPUR
 Singhbhum
 and No.
 101

20/10/2017

GRUNE HOMES PVT. LTD
 DIRECTOR

Ashok Mishra.
Surbhi SVP
Amit Kumar Singh
Kamla Devi
MANJU
R. S. Chandel
Prakash
Anchilla Shrivastava
West Nagaraj Singh
GRUNE HOMES P.V.L.
Archana Singh

DIRECT

Identified & Signed / L.T.I. in my Presence.
Advocate

AND WHEREAS the First Party no. 8 hereto had entered into a development agreement dated 13-01-2017 with the Second Party for the construction of a multistoried building on the land of the First Party no. 8, situated in Mouza Asangi, Thana no. 126, P.S. RIT, District Seraikella Kharsawan.

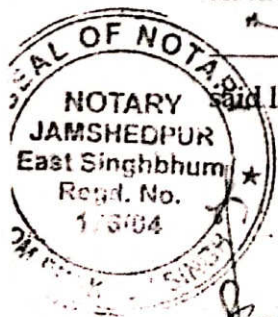
AND WHEREAS the First Party no. 9 hereto had entered into a development agreement dated 08-03-2017 with the Second Party for the construction of a multistoried building on the land of the First Party no. 9, situated in Mouza Asangi, Thana no. 126, P.S. RIT, District Seraikella Kharsawan.

AND WHEREAS due to certain unforeseen circumstances and issues like COVID 19, the Second Party was unable to complete the construction in the stipulated time.

AND WHEREAS the previous directors of the First Party have resigned and Mrs. Archana Singh (the signatory to this agreement) along with Rahul Kumar have inducted as new directors of the First Party and as such the new directors need some time to complete the construction of the multistoried buildings on the lands belonging to the First Party members.

AND WHEREAS already building permit, vide permit no. _____ dated _____ issued by the _____ has been obtained for construction on the said lands belonging to the First Party members.

GRUNE HOMES P.V.L.
DIRECTOR



5/
28/3/2022

Ashok Mohan
 Sable
 Kamla Devi
 Manju
 Amit Kumar Sin
 R.S. Chandra
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 Mohitashree
 Sush Nargya
 GRUNE HOMES PVT. LT
 Archa
 DIRECT
 Identified & Signed / L.T.I. in
 my Presence.
 Advocate

AND WHEREAS in the principle development agreements executed by
 and between the parties hereto it was decided that the Second Party shall
 complete the construction within 3 (three) years from the date of obtaining
 valid building plan and permit and now since already 2 and a half years
 have passed it has been agreed by and between the parties hereto that the
 First Party members shall extend and renew their principle said
 development agreements executed by and between the parties hereto,
 with the same terms and conditions as morefully appearing therein;

GRUNE HOMES PVT. LTD
 DIRECTOR

AND WHEREAS to avoid any further dispute and litigation both the
 parties have decided to reduce the terms and conditions of this agreement
 in writing as herein below appearing.

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH
 AS FOLLOWS:**

1. That First Party members had entered into separate development agreements with the Second Party hereto, for construction of a multistoried building over the entire lands belonging to the First Party members.
2. That due the issues like change in management of the Second party, COVID 19 Pandemic and other unavoidable circumstances construction of the said project has got delayed and it is apparent that the Second party will not be able to complete the construction within the stipulate time and as such the parties hereto now wish to renew and extend the aforesaid 8 (eight) development agreements.

That the Second Party is in the process of obtaining a valid sanction for a building permit and plan for A Block. That the Second Party undertakes to obtain the same within 60 (sixty) days from the date of this agreement.

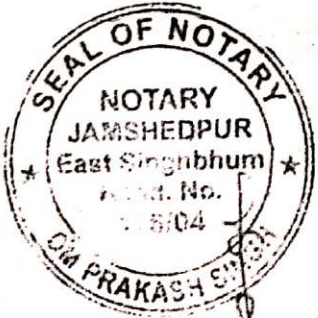
OF NOTARY
 NOTARY
 AMSHEDPUR
 ast Singhbhum
 Regd. No.
 176/04

6/29/2022

Abhik Maitya
 Subu Par Si
 Komla Dasu
 Manju
 Amit Kumar Sigh
 R.S. Chandel
 Palkah
 Anshika Saha
 Swasth Narayan Sin
 GRUNE HOMES P.V.L.
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 Identified & Signed / L.T.I.
 my Presence.
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4. That the Second Party undertakes that as soon as the Second Party obtains a valid sanction, the Second party shall allot the units of the First Party along with the other landlords to them.
5. That on the promises made by the Second Party the First Party has agreed to renew the aforesaid 8 (eight) Development Agreements for a further period of 2 (Two) years from the date of this agreement.
6. That if the Second Party fails to allot the units of the First Party and the other landlords within the such 60 (sixty) days this extension for development agreement shall be treated cancelled and void.
7. That it has been agreed by and between the parties that the time for construction of the multistoried building over the said land, shall now be increased for another 24 (Twenty Four) months from the date of this agreement, subject to fulfillment of the aforesaid terms and conditions.
8. That the Second Party shall construct and handover the entire owners share as per aforesaid 8 (eight) development agreements to the First Party after 24 (Twenty Four) months from the date of this agreement.
9. That all the remaining terms and conditions of the respective principle development agreements shall remain constant and the same shall be applicable.
10. That both the parties promise to abide by the terms and conditions mentioned in the Agreement.

GRUNE HOMES P.V.L.
 DIRECTOR



25/12/22
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IN WITNESS THEREOF both the parties have signed this Agreement on the date month and year first above mentioned in presence of

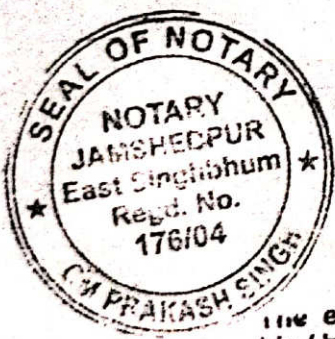
WITNESS

Signature of the First Party

1. Ashok Maista
2. Subha Parishit
Anrit Kumar Singh
3. Karmala Devi
4. MANJU
5. R. S. Chandel
6. Jadhav
7. Nagilla Shaktima
8. Suresh Narayan Singh

Signature of the Second Party

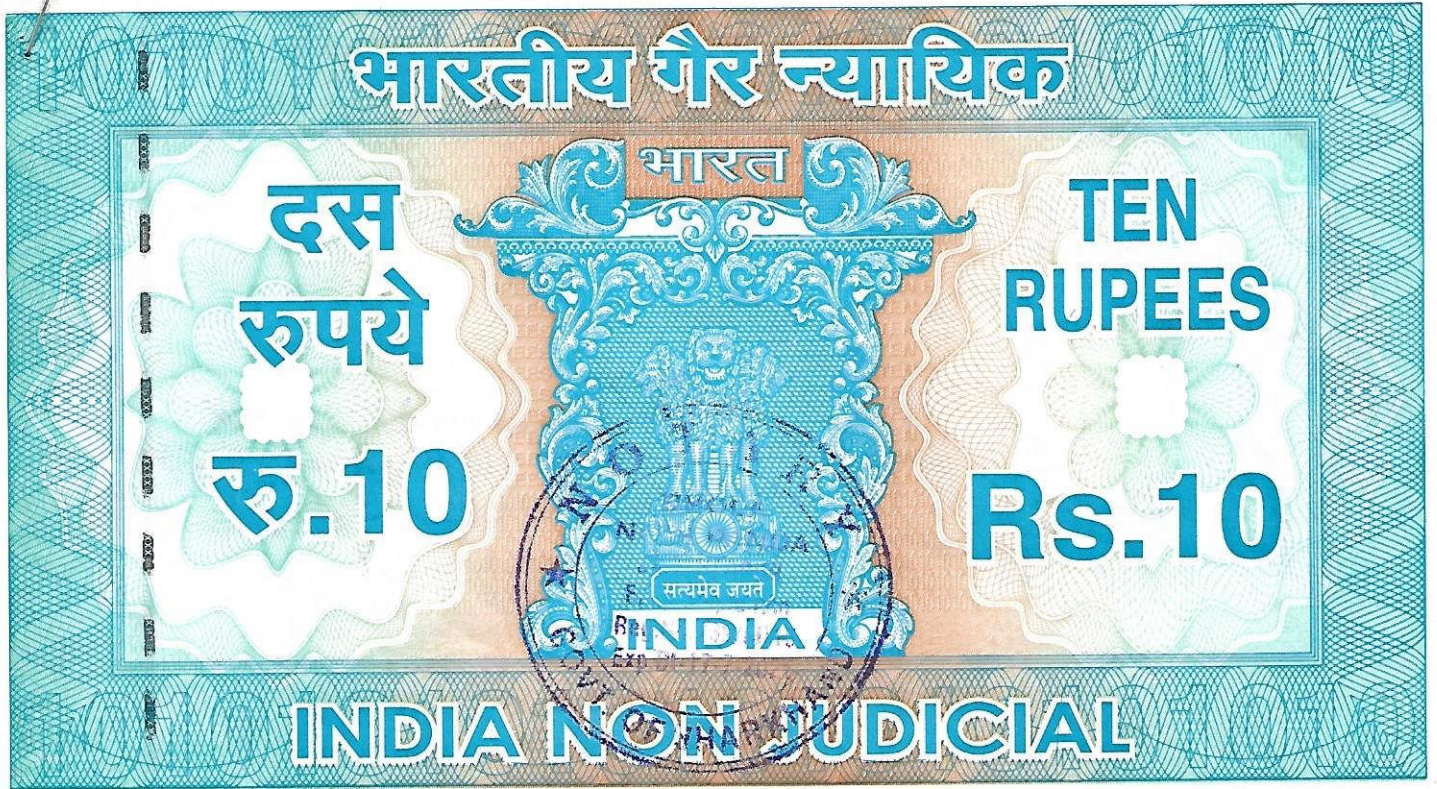
1. ~~Anil Kumar~~
GRUNE HOMES PVT. LTD.
DIRECTOR
- ~~Anil Kumar~~
GRUNE HOMES PVT. LTD.
DIRECTOR



The executant has / have signed / put his / her / their Thumb in presence of
 Sri/ Smt./ M/s. Ashish Kumar
Advocate, Jamsheer Singh

Notary Public
 Jamsheer Singh
 East Singhbhum
 Reg. No. -176/2004
 Govt. of Jharkhand

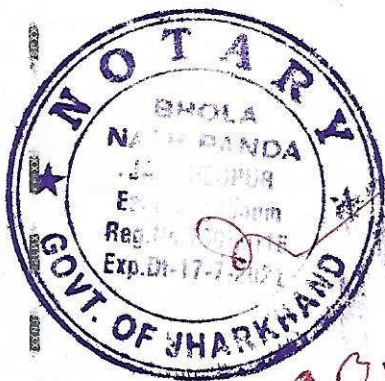
Identified & Signed / L.T.I. in my Presence.
Ashish Kumar
 Advocate



झारखण्ड JHARKHAND

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DEVELOPMENT. AGREEMENT



9.3.17

Suresh Narayan Singh

Mukesh Kumar

Known to me and sign before me

9.3.17
Advocate, Jamshedpur



Sl. No. 7970 Date 27.02.2017
Name Crime Items Purch AS
Per. A.R. Valued Rs. 14
Total Value Rs. 7
2. Des

G. Devi
Govt. Stamp Vendor
Jamshedpur Court
Licence No.1/ABC/05-07



Suresh Narayan Singh

Rajiv Sengupta

Mukesh Kumar

Advocate

Known to me and sign before me
Advocate, Jamshedpur

DEVELOPMENT AGREEMENT

This development agreement is made on this the 8th day of March, 2017 at Jamshedpur, District: East Singhbhum;

BY & BETWEEN

Mr. Suresh Narayan Singh S/o Late Vaidya Nath Singh by faith Hindu, by caste Rajput, by occupation RETAIRED Service man, resident of P-47, Bistupur, Dist: East Singhbhum, of the part i.e. that is **First Party**, and include its legal heir successor, nominee executors, legal representative and assignees of the first part .

AND

M/S GRUNE HOMES PVT LTD [Builder / Promoter and Developer] having its office at Second Floor, Swamy Building, Main, Road (Bistupur) opp. Ram Mandir, Bistupur, within P.S & P.O Bistupur, Jamshedpur - 831001, District. Singhbhum (East), in the state of Jharkhand, being represented by its Directors named 1. **Sri. Rajiv Sengupta**, Son of **Late Mrinal Kanti Sengupta** by faith Hindu, by occupation Business, by caste Brahmin, by nationality Indian, resident of G-001, "Mukta Giri" Ashiana Enclave, Dimna, Jamshedpur, Jharkhand.

2. **Sri Mukesh Kumar**, S/o **Sri Kartik Ray**, by faith Hindu, by Caste Bhumihaar, by Occupation Business, by Nationality Indian, Resident of R.No-11, Housing Colony, Adityapur-1, District Saraikella-Kharsawan

3. **Sri Anup Singh**, S/o **Sri P.H. Singh**, by faith Hindu, by Caste Rajput, by Occupation Business, by Nationality Indian, Resident of Q.No-6/9 I-Type, Near S Type Chowk, Adityapur-1, District Saraikella-Kharsawan



93-15

Suresh Narayan Singh

-2-

Key Justice
Mukesh Kumar

CMR

Known to me and sign before me

Advocate, Jamshedpur

Here in after called and referred to as the **DEVELOPER/ PROMOTER/BUILDER/SECOND PARTY** [the term Second Party shall unless excluded by or repugnant to the subject or to context mean or meaning there of deemed to be aforesaid second party and include its legal heirs, successors, nominee executors, legal representatives and assignees} of the **OTHER PART**.

NATURE OF DEED: -DEED OF DEVELOPMENT AGREEMENT

RECORD OF RIGHT:

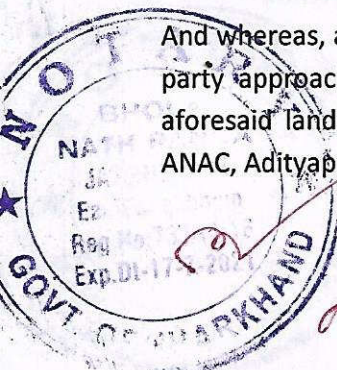
Whereas, the first party/landlord is the absolute registered owner of all that piece and parcel of homestead land area measuring $45.21 \times 60.21 = 2722.10$ Sq. Ft i.e. 6.0 Decimal Approx, situated in Mouza Asangi, P.S: R.I.T, Adityapur, within the District Sub-registry office at Saraikella, District Saraikella-Kharsawan, Ward No 04 ANAC, Adityapur, Thana No 126, recorded under khata No old 90, Plot No old 65, undar corresponding to new Khata No 45 and New Plot No 266/under being purchased by virtue of Registered Deed before the District Sub-registry office at Saraikella having sale deed no – 714/93 dated 07/04/93. After the said purchase, the said land has been duly mutated in the name of the present First party before the C.O. Gamaharia, District Saraikella-Kharsawan under Mutation Case No 312/1993-94 order dated 21/01/1994 by C.O. Gamaharia and since mutation, the present First party has been paying the ground rent to the superior landlord, the Government of Jharkhand, through C.O. Gamharia, District Saraikella-Kharsawan and now the first party has every right, interest, possession and claim over the said land and have power to dispose of the same to any prospective party for the purpose of the development of the said land as mentioned in the schedule-A below with care of his own interest on the said land.

Whereas, the First party member/Owner is the absolute owner in peaceful possession of the aforesaid landed property morefully described in the Schedule-A below.

And whereas, the second party members are builder/ promoter, carrying on real estate business in and around the township of Jamshedpur, district Singhbhum [East]& town Adityapur, District Saraikella- Kharsawan in the name of their aforesaid firm.

And whereas, sometimes back the first party has been planning to develop his aforesaid property more fully described in the schedule-A below by constructing a multistoried residential building thereon comprising of residential units, parking space etc upon schedule-A below property by deputing a reputed builder.

And whereas, after coming to know about the aforesaid desire of the First party /owner, the second party approached him to Develop and construct a multi-storeyed residential building over the aforesaid land more fully described in the schedule-A below, after obtaining building plan from ANAC, Adityapur/ authority concerned thereof within locality of Adityapur, District Saraikella.



9.3.17

Suresh Narayan Seng

-3-

Ray Suresh
Mukul Kumar

Known to me and sign before me

Advocate, Jamshedpur

And whereas, the first party/owner, has agreed to get developed the aforesaid property more fully described in the schedule-A below for which the first party/owner has agreed to handover his aforesaid property to the Second party for development and construction over the schedule-A below property.

And whereas, in order to avoid any litigation or future complication regarding terms and conditions of development and construction by the second party/builder over the landed property of the first party/owner, the parties have amicably decided to reduce into writing the agreed terms and conditions by executing this Development agreement.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Developer/Builder/Second party shall construct a multi-storeyed building as per plan out of its/their own funds and the resources of flat buyers and or any financial sources.
2. [i] That towards owners allocation the first party Members/Owners are entitled to the following:-
[ii] That after completion of proposed building, the Builder/Developer/Second party shall deliver 43 % (forty three percent) constructed area including (Super Built Area) with 43% (forty three percent) parking to the first party as fully described in the schedule-B below.
3. That soon after execution of this development agreement, the first party member shall execute a registered general power of attorney by appointing the second party member of the said firm as their true and lawful attorney to do various acts, deeds and thing with respect to his aforesaid property more fully described in the schedule-A below, including power to develop, construct the aforesaid property in block or in part and also to enter into an agreement for sale with intending purchasers with respect to Builders allocation of the said proposed building out of the total constructed area. This power of attorney shall not be revoked under any circumstances during construction period i.e. 36 months from the date of this agreement.
4. That the first party members shall execute any or all such documents as may be required by the second party/builder for getting permission from the concerned authority/authorities for obtaining building permit, sanctioned building plan etc. That the first party members shall fully co-operate to sign in all papers such as petition, application, objection, no objection, affidavit, indemnity bond and certificates as and when shall be needed or demanded by the second party/builder for smooth running of construction of multi-storeyed building over the schedule-A below land.



Suresh Mangayam Sanyal

-4-

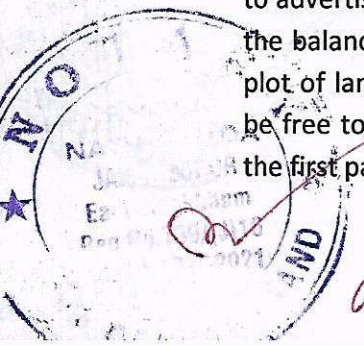
Ray Sanyal
Mukul Sanyal

Advocate, Yamshedpur

Known to me and sign before me

Advocate, Yamshedpur

5. That the first party members shall not demand any other extra benefit or money from the second party/builder other than the owners allocation fixed at clause [2] (iv) of this development agreement.
6. That the first party members assured the second party that the schedule-A below property is free from all encumbrances, charges or liens of any kind whatsoever and the said premises dues and disputes will be cleared by the landlord at his own cost. Again any disputes in Labour or any accident occurs during construction or completion will be the sole responsibility of the Second Party.
7. That the first party members assured the second party that the schedule-A below property belongs to him and only he/she has got absolute right to dispute off/sell, the same and no any other person or persons has/have any manner of right, title, interest and possession over the schedule-A below land/property.
8. That any dues of JSEB electrical consumption, water bill, any Loan or dues pending, it will be paid by the first party. After handing over the land for execution of the said development work, all those expenses, i.e. cost of development work, electrical fittings, labours payments, cost of raw materials, passing of plan shall be borne by the second party. More over the plan shall be passed in the name of the first party.
9. [i] That the second party shall level the land as mentioned in the schedule A to fit for construction after obtain the building plan sanctioned from ANAC Adityapur, the work in progress should be according to the plan approved from A.N.A.C and any difference in square feet area with Promoter/Second Party and the Landlord/First Party in share ratio distribution, for which surplus area shall be charged at the Prevailing Market selling rate accordingly by the either party
[ii] More over the Second Party shall not construct any illegal construction which will damage the building or project.
10. That under no circumstance the first party shall do any act, over act, deed or thing that may in any way cause any injury, damage or loss to the second party/ Builder and necessary on demand of the second party/builder, the first party shall have to execute required documents for the smooth running of the said project and the second party/Builder is free to construct residential building or flats as per the plan. If any disputes arise for construction of the said project, it shall be solved by second party and any dispute related to title shall be solved by the first party.
11. That the second party/Builder after the Agreement and Power of Attorney, shall be entitled to advertise the project and shall be entitled to book the units with intending purchasers with the balance square feet after allotment of the landlords share of the area to be built on the plot of land mentioned in the Schedule-A below and for that the second party/Builder shall be free to receive booking amount and instalments from the intending purchasers to which the first party shall have no right to object.



Suresh Kumar Singh

Ray Singh

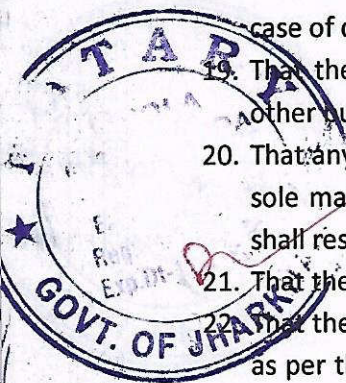
Mulkeri Kumar

[Signature]

Known to me and sign before me

[Signature]
Advocate, Jamshedpur

12. That it is decided that all the expenses regarding the paper work of the said land/plot and all the previous dues if any will be solely borne by the Landlord.
13. That the Cost of the flats and Number of Units in each floor, to be constructed over the Schedule-A below land shall be fixed and determined by the second party/Builder only.
14. That the second party/Builder shall have every right to dispose off/transfer their share of portion of 57% (fifty seven percent) area flat/units to be constructed over the Schedule-A below land the choice of the purchasers/buyers shall be solely discretion of the second party/Builder to which the first party shall have no right to interfere. Again the Second Party shall handover the share of the First Party with all amenities completed in habitable condition within the stipulated period of completion of the said project
15. [a] That the second party/builder shall be entitled to his 57% (fifty seven percent) share issue No objection certificate in favour of intending purchasers and shall be entitled to negotiate with any bank for obtaining loan by creating equitable mortgage with respect to the said property and/or structure to be constructed over the same plot of land mentioned in the Schedule-A below.
[b] That it has been mutually decided by the parties that the first Party/landlord shall not develop any construction on the roof top and vise-versa
[c] That the second party/promoter shall have to provide lift and generator on the said multi-storeyed residential building to be built on the Schedule-A land for the benefit of all flats owners.
16. That the cost of construction including 43% share as mentioned above in clause no 2 (ii) and other consequential costs shall be solely borne by the second party/builder.
17. That the builder/Second party will use standard construction materials and standard fitting and fixtures in making the whole constructions and all the flats owners including the landlords need to pay maintenance of common electricity, water and other charges equally as per the decision made by the society or owner's association which will be governed by the society formed with all the flat buyers and owners and More over If the first party request to carry any extra work in their allotment area then they must bear the difference amount or it will be adjusted from his allocation or else the cost will be paid by the owner/first party separately to the builder/second party on presentation of bills of the extra work.
18. That all the aforesaid terms and conditions shall be strictly binding upon the parties and in case of dispute or difference the jurisdiction shall be at Saraikella.
19. That the first party assured that they have not entered into any such agreement with any other builder for the purpose of developing the said property prior to this agreement.
20. That any internal dispute related to the aforesaid property, among the first party shall be the sole matter of the first party and he has to settle his view and for which the second party shall responsible for that.
21. That the electricity connection on the said project shall be borne by the second party.
22. That the roof right shall be at the proportionate share of the Land lord and Builder/ Promoter as per their respective share and in which no further construction shall be done without the permission of the either party. A No Objection Certificate shall be given for any construction from the other party.



93.17

Snehal Narayan Singh

Ray Singh

Mukesh Kumar

[Signature]

Known to me and sign before me

[Signature]
Advocate, Jamshedpur

23. That it is decided by both the parties that before starting of the construction work at the said site the allocation over the share shall be decided between the parties.
24. That the second party is at liberty to procure loan or take advance from their intending purchaser at the entire risk and responsibility of their own. First party under no circumstances be held responsible in any way.
25. That it is understood by and between the parties that the completion of the construction should be within the time frame of 36 (thirty six) months from the date of handing over the Power of Attorney and again an additional period of 06 (six) months will be given to the second party in addition to complete the project, again if the work in progress is not completed within this period then a penalty of 5 (Five) percent per annum will be charged on the Promoter/ Builder. That it's decided that the valuation of the landed property will Rs.25,00,000.00 (Twenty Five Lacs), so the penalty will be calculated on this value, after six months from the period mentioned above for completion.
26. That it is decided by and between the parties that if the work in progress is not completed on the said land within the time frame of sixty months, from the date of this agreement, then in this case the GPA will stand terminated and cancelled automatically. In case the GPA is terminated or automatically cancelled as per the provision of this agreement, all the rights related to the property shall stand vested with the original buyer/landlord.
27. If any disputes occur during the running of the said project then in this case the First Party/ Landlord and the Second Party/ Builder will jointly solve the problem but at cost of the second party.
28. That it's again decided that the super built up area should be at a average ratio 15-20% of built up area.
29. That this agreement is for the development of residential project on the landed property and the second party will have no rights to sell the land.
30. That it's decided that the Second party will hand over a list of the material that will be used in the project for the knowledge of the landlord before starting the construction.
31. That the second party/Builder after the agreement and power of attorney plan should be deposited in A.N.A.C or concern authority.

SCHEDULE-A

[Description of the land area as above referred to]

All that plot of land in recorded khata No 45, comprising with Plot No -266/Under respectively with total area measuring $45.21 \times 60.21 = 2722.10$ Sq. Ft i.e. 6.0 Decimal Approx within Survey Thana No 126, Mouza Asangi, P.S: R.I.T, Adityapur, within the District Sub-registry office at Saraikella, District Saraikella-Kharsawan, Ward No - 4, District Saraikella-Kharsawan, which bounded as under:

- North :- R.I.T Society, 291
- South :- 15' Comman Road
- East :- Mrs. Kamla Devi
- West :- Mrs. Nirmala Pandey



9.3.17

