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Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : cae7dcc1a8c8300cd311

Receipt Date : 15-Mar-2022 03:06:23 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Token Number : 20220000032839

Office Name : SRO - Ranchi

Document Type : Development Agreement

Payee Name : PUSHPANJALI HOMES PVT LTD THRO ITS DIRECTOR SUMIT TIBREWAL (Vendee)

GRN Number : 2210349364



-: For Office Use :-

1. मूल्य 100/- का भुगतान किया गया है।
 2. मूल्य 100/- का भुगतान किया गया है।
 3. मूल्य 100/- का भुगतान किया गया है।
 4. मूल्य 100/- का भुगतान किया गया है।
 5. मूल्य 100/- का भुगतान किया गया है।
 6. मूल्य 100/- का भुगतान किया गया है।
 7. मूल्य 100/- का भुगतान किया गया है।
 8. मूल्य 100/- का भुगतान किया गया है।
 9. मूल्य 100/- का भुगतान किया गया है।
 10. मूल्य 100/- का भुगतान किया गया है।

Impati.

Sumit Tibrewal

Sumit Tibrewal

23-03-2022

23/03/2022

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।

संपत्ति का मूल्य
 स्तम्भ.....रूपये
 हस्ता-

मार्ग निर्दिष्ट है कि से विक्रय कि, व
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Parth Kejriwal
 P.D. Associates
 Civil Court, Ranchi
 Enrol.No-197192

For Pushpanjali Homes (P) Ltd
 Sumit Tibicweli.
 (Director)

Guarantee
 23/2/22
 प्रमुख फ्लोरिंग की पूर्ण दोषरहित
 एवं खराबगस्तरीय होने की दृष्टि में
 कोई भी क्लेम दर्ज नहीं है।
 Guarantee
 23/3/22

Shree Ram Enterprises Pvt. Ltd
 Parth Kejriwal
 Director/Authorised Signatory

23-03-2022

MEMORANDUM OF DEVELOPMENT AGREEMENT

This indenture is made and executed this the 23th day of the month6³.....of in
 the Christian era of Two Thousand twenty two.....

BETWEEN

SHREE RAM ENTERPRISES PRIVATE LIMITED (PAN.AAQS9478R.) a company incorporated under the provisions of the companies act 1956 having its registered office at 11/2 GEL Church Complex, Main Road, Ranchi through its Director **Mr. PARTH KEJRIWAL** , (UID NO- .2457 9501 8728, MOBILE NO- 7781049033) son of Sri Naresh Kumar Kejriwal and Grandson of Late Mohan Lal Kejriwal , Resident of Opposite Tata Saw Mill , Near Lalpur Chowk , H.B Road , Police Station Lalpur , Ranchi, hereinafter called and referred to as the **“OWNER”** (which expressions shall unless it be repugnant to the context or meaning thereto mean and include their respective heirs administrators, executors, assignees, legal representatives and successors in interest) of the **FIRST PART:**

गैर मजसूवा प्रमाणित सूचि से
 खाता.....8.....एनॉट...840
 का मिलान किया दर्ज नहीं पाया

23/3

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AND

SHYAMJALI HOMES PVT. LTD, (PAN - AACCP6962H) a company incorporated under the company's Act 1956 and having its office at Cozy Corner Burdwan Compound P.S. Lalpur Dist Ranchi, through it's Director **MR. SUMIT TIBREWAL (UID NO- 7094 2362 9197, MOBILE NO- 9431106153)**, S/O Sri Binod Kumar Tibrewal Grand son of Late Kashi Prasad Tibrewal, Resident of Cozy Corner, Burdwan Compound, Ranchi- 834001, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof means and includes its administrators, legal representatives, nominee(s), assignees and successor in interest) of the **SECOND PART**:

WHEREAS parties of the First Part are absolute owners of all that piece and parcel of Purchased land and seized and possessed or sufficiently entitled to the land measuring Total Area about 1 Acre ie 100 Decimals more or less situated and lying at Survey Plot No. 840, Khata no 8, Thana no 193, Dist- Ranchi, Ward no VIII, Holding no 0080002879000A4 situated at present village- Bargain, and which is within the limit of R.M.C. / RRDA and under the jurisdiction of sub registrar sadar registry office, Ranchi, and bounded as follows and hereinafter referred to as the "the land", more fully described in **SCHEDULE - 1** of this indenture.

North : PART OF RS PLOT NO 840
South : PART OF RS PLOT NO 840
East : 40 FT WIDE PROPOSED ROAD
West : PART OF RS PLOT NO 840

AND WHEREAS the Revisional Survey record of Right of R.S Khata no- 8, Plot no- 840 Area 24.00 Acres .beside other Plots situated at Village- Bariatu, Thana no- 193, Revenue Thana Ranchi District Ranchi was recorded as Bakath Malik under Khewat no- 4/3 which is Samilat Khewat of Khewat no- 4/1 and 4/2.

AND WHEREAS by virtue of registered Chhapabandi Settlement deed dated 02.04.1940 entered in Book no- 1, Vol no- 15, Page no- 292 to 301 being deed no- 1594 executed by the Khewatdar of Khewat no- 4/3, M/S Ranchi Zamindari Limited acquired the aforesaid R.S Khata no- 8 Plot no- 840 Area 24.00 Area situated at Village- Bariatu, Thana no- 193, Revenue Thana Ranchi District Ranchi and came in peaceful possession thereof and paid chhaperbadi rent to the Ex Landlord and after vesting of Zamindari name of M/S Ranchi Zamindari Limited was duly entered in the revenue record in registered II, Volume no- 1, page no- 204 in the office of Town Anchal Ranchi and regularly paid revenue rent to the state .Out of total area of said Plot no- 840 an area 02.82 Acres has been sold, hence now M/S

Shree Ram Enterprises Pvt. Ltd

Sumit Tibrewal

Director/Authorised Signatory

23-03-2022

Ranchi Enterprises and Properties Limited rename Ranchi Enterprises and Properties Limited is in possession of the land area 21.18 Acres only .

AND WHEREAS on 26.11.2011 , a notification under section 10 of the Bihar Land Reform (Fixation of Ceiling Area and Acquisition of Surplus Land) Act 1961 was published by the state of Jharkhand declaring 80.624 Acres as surplus land of Ranchi Enterprises and Properties Limited at various place including the land situated at different part of District Ranchi in land Ceiling case no- 1 of 1981-82 which was pending against the Ranchi Enterprises and Properties Limited since 1981-82 before the Additional Collector at Lohardaga

AND WHEREAS the Additional Collector Lohardaga ,in exercise of the powers, vested upon him under the aforesaid Act of 1961, by his order dated 29.11.2011 passed in the aforesaid land ceiling case no- 1 of 1981-82, annulled transfers made in favour of the beneficiaries in terms of the provision of the said Act 1961.

AND WHEREAS thereafter Ranchi Enterprises and Properties Limited filed a writ petition before the Hon'ble Jharkhand High Court at Ranchi challenging the said order dated 29.11.2011 passed by the Additional; Collector Lohardaga and prayed for quashing the said notification . The said writ petition was registered as W.P(C) No- 1705 of 2012.

AND WHEREAS Hon'ble Justice Mr Rajesh Shankar of Jharkhand High Court at Ranchi by term of his order dated 12.12.2019 ,passed in the said writ petition quashed the impugned Notification dated 26.11.2011 under Section 10 of Bihar Land Reform (Fixation of Ceiling Area and Acquisition of Surplus Land Act 1961 to the extent of 80.624 Acres of Land situated at different Part of Ranchi District and consequently the order dated 29.11.2011 passed by the Additional Collector, Lohardaga too stood quashed.

AND WHEREAS the said Ranchi Enterprises and Properties Limited has filed a Caveat on 09.10.2020 in the Hon'ble Jharkhand High Court at Ranchi for being heard the Ranchi Enterprises and Properties Limited in connection with L.P.A No- 602 of 2019 filed against the order dated 12.12.2018 passed in W/P/(C) NO- 1705 of 2012 by Hon'ble Justice Rajesh Shankar of the Jharkhand High Court at Ranchi and the said L.P.A. has been dismiss. by the Hon'ble Chief Justice Dr. Ravi Ranjan and Hon'ble Justice Sujet Narayan vide order dated 07.12.2021.

AND WHEREAS the said Ranchi Enterprises and Properties Limited got mutated its name in the office of Ranchi Municipal Corporation Ranchi being old Municipal holding no- 2157 under old ward no- VIII corresponding to new Holding no- 0080002879000A4 within ward no- 8 now present ward no- 9 and is regularly paying holding taxes to the Ranchi Municipal Corporations Ranchi under proper receipt .

Pushpanjali Horries (P) Ltd.
J. M. S. T. 16/11/2021
(Director) 23-03-2022
Director/Authorized Signatory

per built up area/built-up area /carpet area to be constructed on owner's land
in fittings and fixtures as per the specification detailed in ANNEXURE - 1 And
SCHEDULE "B" herein referred to as the "owners area" in full, final and adequate
consideration of the aforesaid land, after completing and handing over of the owner's area by
the developer to the owner, and to retain the 53 % built up area of the building/s hereinafter
referred to as the Developer's Area Detailed in SCHEDULE "C" for its prospective buyers
who may form an association of buyers or a new co-operative housing society for the purpose
of buying and owning flats, and parking space in the said building complex,

AND WHEREAS the said Land Owner have entered in a Development agreement
with the Developer on 2nd Nov 2021 for construction of Multi storied Residential building as
per plan to be sanctioned by the competent authority Ranchi Municipal Corporation, Ranchi
over the said land more fully described in the **FIRST SCHEDULE-1** below.

AND WHEREAS in terms of said Development Agreement Developer prepared the
plan map through reputed architect and got its sanction from the competent authority of
Ranchi Municipal Corporation Ranchi , Building plan case no RMC/GH/1008/W09/2021
dated 27/12/2021 for grant of license on 08/03/2022 now under the provision of . Jharkhand
Apartment (Flat) ownership Act 2011 both party mutually agreed to disturbed/allocate their
respective share and register this development agreement under the provision of Sub Section
2 of Section 5 of the Jharkhand Apartment (Flat) ownership Act 2011 and after that both
parties are free to execute/ allot, Allotment Letter/ Agreement for sale/ execute and register
sale deed/s with respect to Flats/units of their respective share in favour of prospective
purchaser/s as mention in the **Schedule "B" for Land Owners allocation and in Schedule-
"C" for the Developer's allocation** of the this registered Development Agreement and they
are also free to receive consideration amount of the unit/s/flat/s of their respective shares and
no party have any objection in this regards .

**NOW THIS DEED WITNESSTH AND IT IS HEREBY AGREED AND DECLARED
BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS.**

1. The owner above named have agreed to appoint the aforesaid developer as the
exclusive development of the scheduled land and grant to the developer, who
hereby accept from the owner the right to develop the land more fully detailed in
the schedule hereunder written in the manner and on the terms, conditions and
stipulations hereinafter appearing.

for Pustapanjali Raires (11)
Smit P. B. B. ad.
23-03-2022
Shree Nam Enterprises Pvt. Ltd
Director/Authorised Signatory

Immediately after the execution of this indenture, the developer if deems essential shall proceed expeditiously with all preliminary works relating to development of land like soil testing, measurement etc. of the proposed building/s to be constructed on the said land at its own cost. The owner shall extend their full co-operation to the developer in this regard. The developer shall also be allowed to put up suitable signboards and hoardings on the land for advertisement of the project.

3. The owner shall hand over to the developer to take physical possession of the land free from all encumbrances, along with payment of up to date rent of the land, municipal tax, electric bill, land duly mutated in their names and clearing any outstanding dues of any kind dues of any kind of any body pertaining to the said land, if any to the developer within three months from the date of receiving a written notice or verbal request in this regard from the developer, expressing its readiness and willingness to take such possession.

4. As the plans of the proposed construction has already been sanctioned from R,M,C in the names of the owner, the developer shall obtain the sanctioned plan of the said building on behalf of the land owner from R,M,C, and shall start the construction of the building and on completion of the construction (within prescribed period as per terms and condition hereinafter) the developer shall hand over to owner, the owner area as consideration for the value of 47% of the aforesaid developed land to be transferred by the owner to the developer or its nominee/nominees including a co-operative society. Further, the developer shall be entitled to allot/enter in to agreement for sale in respect of the developer area to its prospective buyers who intends to purchase/acquire flats and parking space to be constructed on the scheduled land. After completion of the owner area as per prescribed specification with all fixture and fittings, the developer will **inform the owner regarding its completion and to take the possession of their area after signing the possession letter and thereafter the developer will hand over keys and physical possession of the owners area in all respect to the owners.**

5. The owner will also sign all such papers as they may be required under the law being the lawful owner of the property, in connection with the submission and sanction of the plan of the proposed building before the appropriate authorities.

For Pushpanjali Homes (Pvt.) Ltd.
Sumit (16/2/2022)
(Director)
23-03-2022
Shree Ram Enterprises Pvt. Ltd.
with copy
Director/Authorised Signatory

parties have agreed and undertake that simultaneously with execution of this indenture, they shall execute and give General Power of Attorney and or Power of Attorney in favour of the Developer or its nominees (if required), which shall be registered (if required), so that no hindrance or obstruction be caused to the developer and there by giving to the developer authority to have and enjoy the peaceful possession of the said land and in doing all such acts deeds and for things that may be necessary for the development, planning, construction and sale of their constructed area comprising of flats and parking spaces on the said land including getting/obtaining loan from any financial institution for themselves or for their individual prospective buyers and also to enable the developer to transfer their right, title and interest of 53 % of the said land and constructed area falling in its share, which shall be deemed to be an adequate consideration for conveyance of right, title and interest of the 53 % importable share in the land of the owner.

7. The owner shall be entitled to get 47 % area in form of flats and parking space out of the total constructed/built up area/super built-up area as per the structural and architectural specification detailed in ANNEXURE - 1 of this agreement. Hence in future the owner will have no claim whatsoever on said share falling in the share of the developer. Likewise the developer shall be entitled to get 53 % of the total constructed /built up area/super built-up area and hence in future shall have no claim on the said share of 47 % falling in part of owner.

8. It is further agreed and undertaken by the developer & the owner that both of them shall have full right/title/ownership/interest over their respective area referred to above allotted to them as their respective share out of the total super built up area /built up area including all common area. Both of them shall be fully entitled to enjoy the above built up area either themselves individually or collectively or shall be fully entitled to gift, mortgage, lease, rent, sell, transfer, convey, grant, otherwise alienate or transfer their interest in any manner deemed fit by them to any person, association of persons, firms, companies, body corporate, co-operative society, Government agency etc on such terms and conditions as may be decided by them individually or collectively. Both the parts shall be entitled to realize the sale proceed of their respective share in the constructed area and retain the same for their own use.

for Pustapujya, G. S. Patil
G. S. Patil

Shree Rajni Enterprises Pvt. Ltd

for Director

Director/Authorised Signatory

23-03-2022

developer undertakes that from the date of sanction of the plan by the Ranchi Municipal Corporation Ranchi, they will complete the entire construction work within a period of 5 years with a grace period of six months. If any time is lost during the period of construction due to fire, tempest, or other inevitable natural or national calamities, which effects the construction work and site, which have been normally included under force majeure and in which in no way involvement of developer is noticed, this period will be treated as extra grace time which will not be included in time as mentioned above. If the developer completes the construction before the scheduled time, the work will be treated as complete and the owners will have to take the possession of their respective area as per the terms of this agreement.

10. That however if the construction of building is stopped or disturbed on account or due to government policies or decision of the Govt. authorities for no fault of the developer, the developer shall make all efforts to get such order of stay vacated by complying with the legal requirement, if any, and the period for which the stay remains in operation, disturbing or stopping the work of construction, such period will not be taken into account while calculating the aforesaid period of 5 years and grace period of six months for the purpose of completion of the entire building by the developer.
11. The developer shall be free to do all acts, deeds, and things required for the development, its completion and thereafter marketing relating thereto at the developer's own cost and expenses. The developer shall be entitled to arrange individual loan from the financial institutions for its prospective allottees /buyers and the developers can also take project finance for expediting the project on developer's area only keeping the owner indemnified against the liability of repayment of any loan taken by the developer. In short, whatever loan is taken by the developer for development of whole project will be repaid by the developer only and not the owner.
12. The developer shall be entitled to develop the aforesaid land by constructing thereon one or more buildings comprising of flats and car parking spaces and other tenements in accordance with the sanctioned building plans and to allot developer area to be constructed on the scheduled land, layout and location to such person the

for Pushpanjali Homes (I) Ltd.
Sumit J Saha

Sumit J Saha
Director/Authorised Signatory

(Director) 23-03-2022

Developer in its discretion thinks fit and to receive and realize the prices in respect of the allotment and sale of such tenements, flats and parking spaces and to appropriate the same and to transfer, as and when the said land is developed or part or parts thereof from time to time to one or even more co-operative society or bodies corporate of the purchasers of tenements and for the purpose aforementioned. The developer will have right to sell or allot only 53 % of the developed land falling in its share and likewise the owner will have right to sell only 47 % of the developed land falling in their share.

13. That the developer shall act as an independent developer in constructing the said buildings over the scheduled land and shall keep the owner indemnified from and against all third parties claims arising out on any act or omission against the development in or relating to construction of the said buildings.

The owners hereby authorize the developer to do, if required to wards development of land, all acts, deeds, matter, things and in particular subject to other provisions of this agreement.

- (i) To have the plans of the proposed building/buildings to be constructed on the aforesaid land prepared/amended for re-senction in accordance with rules and regulations of the concerned authorities and to do and sign all writings and undertaking as may be necessary in connection with the approval and sanction of such amendments.
- (ii) To appoint architects, surveyors, engineers and contractors and other person or persons.
- (iii) To make application to the concerned authorities for obtaining electrical connections and permits or quotas for cement, steel and any other controlled building materials.
- (iv) To enter into agreements for sale of or otherwise allot flats, parking space and tenements in the aforesaid building/buildings to the purchaser in respect of the developer's area as per terms & conditions mentioned above.
- (v) To transfer the developer area or part or parts thereof from time to one or more proposed co-operative societies or bodies corporate or association of persons to be formed by the purchaser of flats, parking spaces and tenements in the aforesaid building.

Shree Ram Enterprises Pvt. Ltd.
Director/Authorised Signatory
Date: 12/11/2022
Sumit T. B. Wani
Director
23-03-2022

To give on ownership basis or any other basis the developer's area in the buildings to be constructed on the aforesaid land and to receive and appropriate the sale proceeds to their own account for its own use.

And generally to do all the acts deeds and things for developing the said property as mentioned in this agreement.

14. The owner here by declares:-

- (a) That the area of the aforesaid land is 1 Acre .
- (b) That the property is a freehold and the owners have title to the same free from all encumbrances.
- (c) That the said land is in their exclusive possession with absolute right, title and interest and the same is free from any encumbrances, debts liens, charges and attachments and in marketable condition and the owners have not created any encumbrances on the said property or any part there of by way of sale, mortgage, exchange, trust, assessment, gift, right, lien, leave license permission, possession charge inheritance or any other encumbrance whatsoever.
- (d) That no notice for acquisition or acquisitions under the statutes for the time being enforced, has been received, served or issued affecting the said land or any part thereof and are entitled to develop and cause to be developed the said entire land.
- (e) That there is no notice or order passed by the Ranchi Municipal Corporation /Ranchi Regional Development Authority, or any other body or authority for set back or other acquisition of what so ever nature by the municipality or other body or authority concerning or affecting the said prosperity or any part there of.
- (f) That there are no statutory claims, demands, attachments or prohibitory orders made or issued by the taxation authorities, revenue authorities, municipal authorities or any government or order local bodies or authorities concerning or affecting the said property or any part.

Prof. Puspapaljit Prasad

Shree Ram Enterprises Pvt. Ltd.

Sumit Prasad

hate kj

(Director) 23-03-2022

that there are no attachments either before or after judgment and there are no claims, demands, decrees, injunctions, orders lispence, notices, insolvency notice, petitions or adjudication orders made or issued by or at the instance of any part thereof.

(h) That apart from the owners none else is entitled to or has any share, right, title or interest in the said property or any part thereof either as partner or any partnership or coparcener in any joint family or otherwise and that the owners in not benamidar or trustee for one in respect of the joint family or any nucleus thereof.

15. That owner hereby undertake not to sell dispose, alienate the said property or any part thereof save and except putting the developer in possession thereof for the purpose of development pursuant to this agreement with the ultimate object of granting conveying and transferring the property as developed and aforesaid proportions to the developer and the owner or person/s nominated by the developer and the owner including a society or societies an incorporated body or limited company as herein above stated and further undertake not to do any , act deed, matted or thing as shall be in contravention of the declarations made by them in the present clauses.
16. In any event the owner without prejudice to foregoing declarations agree and undertake to clear all outstanding doubts or defects, at their own cost and keep the developer indemnified against any loss to the effect.
17. That the owners shall retain all the original document and have agreed to produce the same before any financial institutions or any other places as and when or pledge the same as desired by the developers for the purpose of obtaining loan for the allottees on developers area, to be used by the developer in the interest of construction of the said complex.
18. The development of the said land shall be for and on account of the developer and neither the owner nor any other person or claiming through the owner shall have any right or interest in the development of the said land. If any person other than the owner claims their stake in the land or super built up area then the owner will

for Pushpanjali
Sumit / 1/16/2022

Shree Ram Enterprises Pvt. Ltd

Director/Authorised Signatory

(Director) 23-03-2022

... fully responsible to settle their claim and if any area is to be given to their it will be given out of area of the owner. The developer shall develop the said land in its own and at its own cost and shall alone be responsible for the development of the said land.

19. All the out goings in respect of the aforesaid land relating to construction shall be borne and paid by the developer who, however, shall not be liable for any of the outgoings of the scheduled land relating to the period prior to such agreement which shall be the liability of the owner alone.
20. That as the owner shall receive the consideration for the scheduled land in shape of built up area/Super Built up area, agreed between the parties as aforesaid, the owner shall at no time demand any further premium or have any interest in further dealings regarding the sale of developers share of built up area.
21. That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.
22. The owner shall hold the owner area on the same terms and conditions as the buyers of other portions of the building according to the standard agreement., bye laws of the owner association that may be finalized by the developer and the owners. The owner or its nominee shall become members of the aforesaid association of the owners or co-operative housing society. The owner as well as their nominees/ respective agents/ servants/ licensees shall abide by the rules and regulations of the byelaws of association or co-operative housing society. They shall pay common utilities maintenance charges for the area falling in her share as per prevailing norms and be entitled to use all common facilities in the building complex intended for the utilization.
23. Though the developer shall construct the building/s as per sanctioned plan and prevailing norms of the Ranchi Municipal Corporation Ranchi / Ranchi Regional Development Authority, however in case any fine or penalty is imposed on the said buildings for any extra super built up area or if the constructed in excess of the sanctioned plan then the same shall be borne and paid by the developer and owners in same ratio i.e. 47 % by the owners and 53 % by the developer , if the project is

23-03-2022
Director
Shree Ram Enterprises Pvt. Ltd.
Anand Kishor
Anand Kishor

...g Sanctioned under Group Housing then the Shelter Fee will also be distributed in the same proportion 47% owners share and 53% developers share, Like wise if the Govt. acquires any part of the land and if any compensation is paid by the Govt., then the said compensation will be distributed among the developer and the owners in the same ratio of development of land.

24. The total built up area will be calculated according to the current rules and regulations of the Ranchi Municipal Corporation, if in future there is any change in the rules and regulations of RMC/RRDA due to which there is possibility of construction of additional area and such additional area is constructed, then both the parties will share the additional area constructed in the same ratio i.e 47 % for owners and 53 % for Developer.
25. It is agreed that if any levy is imposed by the Ranchi Municipal Corporation /Regional Development Authority, or any other Public Body or the Government for the development/betterment of the area in which the said land is located or any other levy becomes applicable on the said land, the owner and the developer jointly shall pay the same in the same proportion as their respective shares of built up / Super built up area in the building.
26. It is agreed that after the execution of these presents the developer or their nominees/including a co-operative society shall be entitled to construct temporary godowns and put up signboards and hoarding on the said land and if desired, fence the entire premises according to their requirement without disturbing the construction of the building / complex for the purpose of completion of construction.
27. It is agreed that in all transfers of built up area the purchaser/transferee shall bear the cost of stamp duty, court fees and other registration charges.
28. Any extra work, and alterations from standard specifications as scheduled in Annexure-1 of this indenture, will have to be paid by the owner to the developer on the same charges as fixed by the developer for it's prospective buyers. All charges/deposits paid by the prospective buyers of developer's area to the

23-03-2020
Sumit B. B. B.
Director/Authorised Signatory
Shree Ram Enterprises Pvt. Ltd.

...per such as charges for electricity connection, generator connection, intercom connection, maintenance deposit and /or any other charges/deposits will also be paid by the owners to the developers on same terms and conditions as applicable to the prospective buyers of the developer's area. The owner shall pay these charges/deposits to the developer, before taking possession of area falling under her share, from the developer.

29. In case of any difference arising out relating to the land or construction thereon covered by this agreement or relating to the interpretation of any one or more of the clauses and conditions herein contained or relating to any matter whatsoever arising out of the Development Agreement such differences and disputes shall be settled by a reference to sole arbitrator appointed by both the parties under the provision of the Indian Arbitration Act. 1996 as amended from time to time.
30. The developer shall be at liberty to make variations of and from the sanctioned building plans, specifications, sections, elevations etc. provided such variations do not violate any provisions of law and such changes are for the betterment of the project and do not clash owner's interest.
31. For the purpose of carrying out the construction and completion of the said building/s truthfully and expeditiously the developer will be entitled to do at its costs and responsibility all or any of the following acts deeds & things subject to other provisions of the Agreement.
 - (i). Accept the service of any writ summons or other legal process or notice and to appear and represent the owners in any court or before any Magistrate, Judicial, Tribunal and other Tribunal in connection with the development of the said property and to commence or file suits, actions or other proceedings in any Court or before any public officer or Tribunal, to sign execute and delivery or file necessary vakalatnama, claims, plaints, orders, applications affidavits, petitions and other document, paper and writings. In case of construction work being disturbed, halted or stopped on account of any proceeding before any court, tribunal or authority for any question or dispute relating to the right, title and interest of the owners in the said property the developer shall be entitled to take all measures as may deem fit proper to him.

Shree Ram Enterprises Pvt. Ltd.
Director/Authorized Signatory
Sumit T. Banerjee
(Director) 23-03-2022

... completion of the development work and subject to the terms and conditions obtained herein before or at such earlier time as may be mutually agreed upon, the owners agree to make and execute in favor of the developer or its nominees and assigns, including associations of persons or body corporate at the costs of the developer such conveyance or conveyances or such other deeds in writing as may be deemed necessary for assuring or perfecting the title of the developer and/or its nominees and assigns in transferring or conveying undivided proportionate shares and rights in the land. In default of the owners executing such transfer(s) and /or documents(s) in spite of service of a notice in writing of three months, the developer shall be entitled to take all steps as may be necessary for execution and registration of all such document(s) transfer(s) and conveyance(s) and for the purpose the owners do hereby nominate, contribute and appoint one nominee of the developer who may be nominated from time to time by the developer for the said purpose as its true and lawful attorney to act jointly and severally who shall be entitled at the costs of the developer to apply for and obtain income tax clearance certificates and on behalf and in name of the owners and also to execute the said documents and transfer(s) and /or conveyance(s) for and on behalf of and in the name of the owners and also to present and admit execution of the said document(s) transfer(s) and/or conveyance before the registering authority and do all acts, Deeds and things as may be necessary for granting such documents of title to the developer or its nominee.

33. In the event of the developer being unable or incapable to observe and perform its part of this agreement for any default or lapses/latches on the part of the owner or for and on account of any act, omission or failure on the part of owners or for any undisclosed fact in the title of land under this agreement or in the event of the construction work of the said multi-storied building being stopped for any reasons arising out of any act or omission on the part of the owners, in that event the developer shall be entitle to rescind this agreement and recover all the outgoing expenses incurred in development & construction along with compensation, interest and damages from the owners, keeping in to consideration the principles of natural justice.
34. That after the completion of the construction of the building/s or project, the developer / promoter shall be absolute owners of its respective share and will be

Shree Ram Enterprises Pvt. Ltd.
Director/Authorised Signatory
Sumit 16.11.2022
(Director) 23-03-2022

- ... to sell / transfer his respective share as per Provisions of Jharkhand Apartment Ownership Act, 2011 and others.
35. That both parties shall follow all laws rule regulation and provision (ie Real Estate (Regulation and Development) Act 2016 , The Jharkhand Apartment (Flat) Ownership Act 2011) and taxes (ie GST/ service etc) which will be applicable and enforceable in the state of Jharkhand in respect of development ,construction, sell etc of the said proposed buildings/units.
36. That the developer have proposed to enter into a Development Agreement with other adjoining landowners to determine a bigger and final land area to be developed and will be treated as one plot as per the bylaws of R.M.C /RRDA .
37. That the entire development plan shall be treated as a whole for the purpose of allocation of share between landowners and developers (in agreed ratio of 47%: 53 %) notwithstanding the fact that a specific piece or portion of land of any landowner might remain unconstructed but may be used as path , park , parking or any other use which the developers wants to.
38. Courts of Ranchi shall have jurisdiction over all matters of disputes.

SCHEDULE - I

REFERRED TO ABOVE

All that piece and parcel of land measuring about **1 Acre i.e. 43200 sqft.** Approx more or less situated and lying at Regional Survey Plot No. 840 , Khata No. 8 , Thana No. 193, Mauza – **Bariatu** ,Thana – **Bariatu**, Distt.- **Ranchi** and which is within the limit of R.M.C. and RRDA and under the jurisdiction of sub registrar sadar registry office, Ranchi and bounded as follows and hereinafter referred to as the "the land" .

North : PART OF RS PLOT NO 840
South : PART OF RS PLOT NO 840
East : 40 FEET WIDE ROAD
West : PART OF RS PLOT NO 840

Shree Ram Enterprises Pvt. Ltd

Handwritten signature

Director/Authorised Signatory

Sumit / Puspaj...

(Director) 23-03-2022

ANNEXURE - 1
SPECIFICATION FOR DELUXE BUILDING

- Foundation & Super Structure : As per standard applicable design approved by the Architect.
- Roof & Terrace : Re-enforced cement concrete. Thermal and Waterproofing treatment on terrace.
- Wall Finish : All walls and ceilings internally cement plastered and Plaster of Paris finished. External area semi permanent finish.
- Door/Window : Door frames of Sal wood. Door shutters will be 30 mm thick factory made panel/flush doors , Aluminum window with provision for fly proof shutter frame with good quality aluminum fittings.
- Flooring : 2 X 2 Vitrified Tiles .
- Electric Wiring : Concealed P.V.C. Copper Conduit wiring with standard quality electrical accessories and M.C.B. distribution board.
- Bathroom : For water supply all the fittings of Standard make white glazed and vitreous china sanitary ware of Parry/Hindustan make with porcelain cistern wall glazed tiles up to 7' height and provision of hot & cold water line.
- Kitchen : Kitchen shall have working platform with Granite top & stainless steel sink with glazed tiles dado up to 24" height above working platform.

for Pushpanjali Homes (P) Ltd.
Sumit Tibrewala

Shree Ram Enterprises Pvt. Ltd.

Arshad Mujid

Director/Authorised Signatory

(Director)

23-03-2022

SERVICE & AMENITIES

- water : 24 hours water supply from own deep tube-well.
- Electricity : Electric supply for the complex shall be taken from the State Electricity Board and all flats will have individual connections and meters.
- T. V. / Telephone Points : T. V. and Telephone point will be provided in each Bedroom and D/D area in each flat.
- Parking : Ample reserved parking space for car.
- Generator : Generator for lighting of common area, Lift, water pump.
- Lift : Kone / Otis/Other Good make
- Security : Intercom in each flat connected to the ground lobby

Shree Ram Enterprises Pvt. Ltd

for kjj.
Director/Authorised Signatory

for Pushpanjali Horries
Sumit Tibrewala
23-03-2022
(Director)

SCHEDULE -"B"
LAND OWNER SHARES
SHREE RAM ENTERPRISES PRIVATE LIMITED
BLOCK "A"

S. No	FLOOR	FLAT NO. (BLOCK "A")	CARPET AREA	BALCONY AREA	TERRACE AREA	BUILT UP AREA	SUPER BUILT UP AREA	UNDIVIDED PROPORTIONATE SHARE OF LAND
1	1st	A/101	1024	117	51	1292	1704	453
2	3rd	A/301	1024	117	51	1292	1704	453
3	4th	A/401	1024	117	51	1292	1704	453
4	7th	A/701	1024	117	51	1292	1704	453
5	10th	A/1001	1024	117	51	1292	1704	453
6	1st	B/102	1222	124	50	1507	1988	528
7	2nd	B/202	1222	124	50	1507	1988	528
8	5th	B/502	1222	124	50	1507	1988	528
9	6th	B/602	1222	124	50	1507	1988	528
10	10th	B/1002	1222	124	50	1507	1988	528
11	11th	B/1102	1222	124	50	1507	1988	528
12	2nd	C/203	1154	76	49	1399	1847	491
13	4th	C/403	1154	76	49	1399	1847	491
14	7th	C/703	1154	76	49	1399	1847	491
15	8th	C/803	1154	76	49	1399	1847	491
16	3rd	D/304	1022	108	47	1281	1691	449
17	6th	D/604	1022	108	47	1281	1691	449
18	8th	D/804	1022	108	47	1281	1691	449
19	10th	D/1004	1022	108	47	1281	1691	449
20	11th	D/1104	1022	108	47	1281	1691	449

21. 47% share on shop Area.

For Pustipanjali Homes (P) Ltd.
Sumit Tibubaki
 (Director)

Shree Ram Enterprises Pvt. Ltd.
Santhi K. J.
 Director/Authorised Signatory

23-03-2022

SCHEDULE -"B"
LAND OWNER SHARES

SHREE RAM ENTERPRISES PRIVATE LIMITED

BLOCK "B"

S. No	FLOOR	FLAT NO. (BLOCK 'A')	CARPET AREA	BALCONY AREA	TERRACE AREA	BUILT UP AREA	SUPER BUILT UP AREA	UNDIVIDED PROPORTIONATE SHARE OF LAND
1	2nd	A-201	1024	117	51	1292	1704	453
2	3rd	A-301	1024	117	51	1292	1704	453
3	8th	A-801	1024	117	51	1292	1704	453
4	11th	A-1101	1024	117	51	1292	1704	453
5	12th	A-1201	1024	117	51	1292	1704	453
6	1st	B-102	1222	124	50	1507	1988	528
7	2nd	B-202	1222	124	50	1507	1988	528
8	4th	B-402	1222	124	50	1507	1988	528
9	6th	B-602	1222	124	50	1507	1988	528
10	8th	B-802	1222	124	50	1507	1988	528
11	11th	B-1102	1222	124	50	1507	1988	528
12	1st	C-103	1154	76	49	1399	1847	491
13	3rd	C-303	1154	76	49	1399	1847	491
14	7th	C-703	1154	76	49	1399	1847	491
15	8th	C-803	1154	76	49	1399	1847	491
16	10th	C-1003	1154	76	49	1399	1847	491
17	2nd	D-204	1022	108	47	1281	1691	449
18	3rd	D-304	1022	108	47	1281	1691	449
19	4th	D-404	1022	108	47	1281	1691	449
20	7th	D-704	1022	108	47	1281	1691	449
21	8th	D-804	1022	108	47	1281	1691	449
22	10th	D-1004	1022	108	47	1281	1691	449

for Pushpanjali Homes (r)

Sumit Tibrewal

(Director)

Shree Ram Enterprises Pvt. Ltd

Sumit Tibrewal
Director/Authorised Signatory

23-03-2022

SCHEDULE - "C"
DEVELOPER SHARES
PUSHPANJALI HOME PVT LTD

BLOCK "A"

S. No	FLOOR	FLAT NO. (BLOCK "A")	CARPET AREA	BALCONY AREA	TERRACE AREA	BUILT UP AREA	SUPER BUILT UP AREA	UNDIVIDED PROPORTIONATE SHARE OF LAND
1	2nd	A/201	1024	117	51	1292	1704	453
2	5th	A/501	1024	117	51	1292	1704	453
3	6th	A/601	1024	117	51	1292	1704	453
4	8th	A/801	1024	117	51	1292	1704	453
5	9th	A/901	1024	117	51	1292	1704	453
6	11th	A/1101	1024	117	51	1292	1704	453
7	3rd	B/302	1222	124	50	1507	1988	528
8	4th	B/402	1222	124	50	1507	1988	528
9	7th	B/702	1222	124	50	1507	1988	528
10	8th	B/802	1222	124	50	1507	1988	528
11	9th	B/902	1222	124	50	1507	1988	528
12	1st	C/103	1154	76	49	1399	1847	491
13	3rd	C/303	1154	76	49	1399	1847	491
14	5th	C/503	1154	76	49	1399	1847	491
15	6th	C/603	1154	76	49	1399	1847	491
16	9th	C/903	1154	76	49	1399	1847	491
17	10th	C/1003	1154	76	49	1399	1847	491
18	11th	C/1103	1154	76	49	1399	1847	491
19	1st	D/104	1022	108	47	1281	1691	449
20	2nd	D/204	1022	108	47	1281	1691	449
21	4th	D/404	1022	108	47	1281	1691	449
22	5th	D/504	1022	108	47	1281	1691	449
23	7th	D/704	1022	108	47	1281	1691	449
24	9th	D/904	1022	108	47	1281	1691	449

25. 53% share on shop Area.

For Pushpanjali Homes (P) L.

Sumit Tibrewal

(Director)

Shree Ram Enterprises Pvt. Ltd

Sanjay

Director/Authorised Signatory

25-03-2022

SCHEDULE -"C"
DEVELOPER SHARES
PUSHPANJALI HOME PVT LTD

BLOCK "B"

S. No	FLOOR	FLAT NO. (BLOCK "A")	CARPET AREA	BALCONY AREA	TERRACE AREA	BUILT UP AREA	SUPER BUILT UP AREA	UNDIVIDED PROPORTIONATE SHARE OF LAND
1	1st	A-101	1024	117	51	1292	1704	453
2	4th	A-401	1024	117	51	1292	1704	453
3	5th	A-501	1024	117	51	1292	1704	453
4	6th	A-601	1024	117	51	1292	1704	453
5	7th	A-701	1024	117	51	1292	1704	453
6	9th	A-901	1024	117	51	1292	1704	453
7	10th	A-1001	1024	117	51	1292	1704	453
8	3rd	B-302	1222	124	50	1507	1988	528
9	5th	B-502	1222	124	50	1507	1988	528
10	7th	B-702	1222	124	50	1507	1988	528
11	9th	B-902	1222	124	50	1507	1988	528
12	10th	B-1002	1222	124	50	1507	1988	528
13	2nd	C-203	1154	76	49	1399	1847	491
14	4th	C-403	1154	76	49	1399	1847	491
15	5th	C-503	1154	76	49	1399	1847	491
16	6th	C-603	1154	76	49	1399	1847	491
17	9th	C-903	1154	76	49	1399	1847	491
18	11th	C-1103	1154	76	49	1399	1847	491
19	1st	D-104	1022	108	47	1281	1691	449
20	5th	D-504	1022	108	47	1281	1691	449
21	6th	D-604	1022	108	47	1281	1691	449
22	9th	D-904	1022	108	47	1281	1691	449
23	11th	D-1104	1022	108	47	1281	1691	449
24	12th	D-1204	1022	108	47	1281	1691	449

For Pushpanjali Homes (P) Ltd

Sumit Kumar

(Director)

Shree Ram Enterprises Pvt. Ltd

Arshdeep Singh

Director/Authorised Signatory

23-03-2022

WHERE OF THE PARTIES HERETO HAVE SET AND SUBSCRIBED
RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR WRITTEN ABOVE

WITNESSES

1. Sushil Kr. Mahla
S/o B. Mahla
Calpers Ranchi
23/3/22
2. Ankit Kr. Pandey
S/o - Arvind Pandey
Add - Rohini, Jarikh
Deoghar

SIGNATURE OF THE OWNERS

Shree Ram Enterprises Pvt. Ltd
[Signature]
Director/Authorised Signatory
23-03-2022

SIGNATURE OF THE DEVELOPER

For Pushpanjali Homes (P) Ltd
[Signature]
(Director)
23-03-2022



Thumb	Index	Middle	Ring	Little

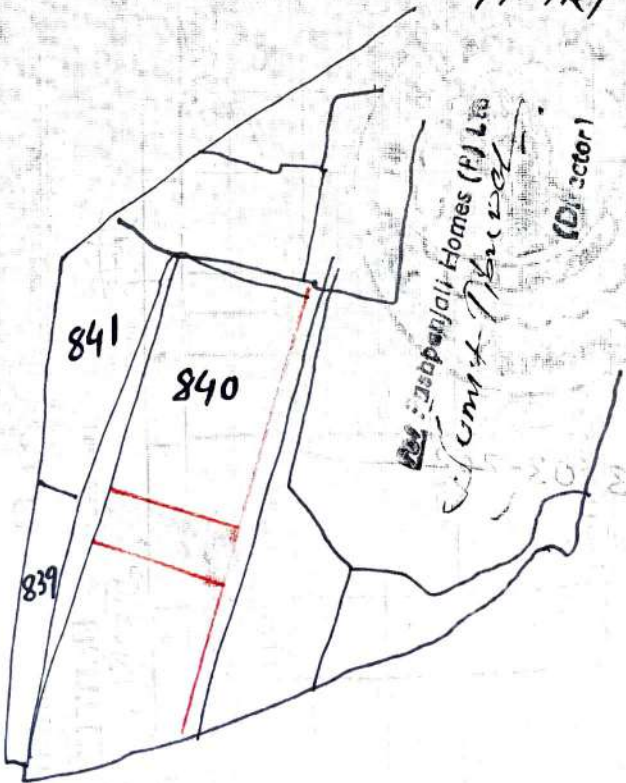
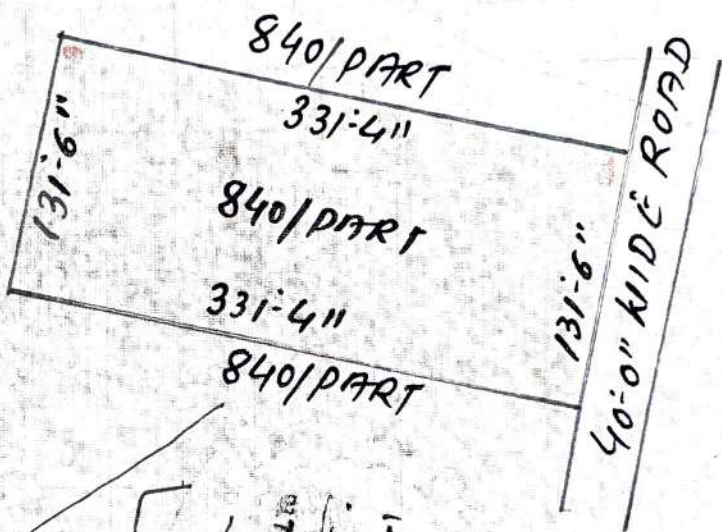
Certified that the finger prints of the left hand of each person where photograph is affixed in the document have been obtained by me or before me.

Drafted by : *[Signature]*
Prabhoo Dayal Singh
Advocate
Civil Court, Ranchi
Enrol No. 197/92

E - BARIATU
 ANA - BARIATU
 THANA NO - 193
 DIST - RANCHI
 R.S. PLOT NO - 840
 SUB PLOT NO - 840/PART
 AREA SHOWN IN REDWASH
 AREA
 AC-DEC
 01-00

V
S

840
PART



Shree Ram Enterprises Pvt. Ltd
 Director

Shree Ram Enterprises Pvt. Ltd
 Director/Authorised Signatory

23-03-2022

[Handwritten signature]

Name of
 Applicant
 Name of
 Authorised
 Signatory

Shree Ram Enterprises Pvt. Ltd.

Date
 23/03/2022