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Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 8d470031edffa2693660

Receipt Date : 23-Apr-2022 07:13:13 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

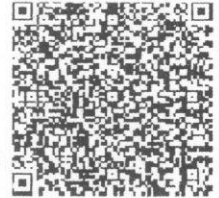
Token Number : 20220000050819

Office Name : SRO - Ranchi

Document Type : Development Agreement

Payee Name : R K CONSTRUCTION THROUGH ITS
PARTNER BINOD PRAKASH (Vendee)

GRN Number : 2210977641



For Office Use :-

श्री १९९३ के तहत
श्री १९९३ के तहत
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श्री १९९३ के तहत

mupa

26/04/2022

D. Chowdhary

26/04/2022

yeela upadhyay

26/04/2022

For R.K.Construction

Partner

26/04/2022

For R.K.Construction

Binod Kumar

Partner

26/04/2022

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।

DEVELOPMENT AGREEMENT

OF

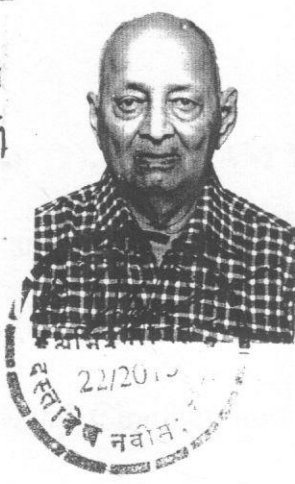
“JAYANTI RAM GARDEN” Phase-II at Hesag.

सम्पत्ति का मूल्य
Development Agreement
2,22,45,000/-

रुपये 100/-

26/4

मार्ग क्रमांक 808874/Comms)



26/4/22

प्लॉट नंबर 42

26/4/22

42

26/4

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into at Ranchi

on this 26th day of April 2022 AD of the Christian Era.

BETWEEN

SRI. SHRIPRAKASH CHAUBEY, son of Late. Amar Nath Chaubey, and Grand son of Late. Paras Nath Chaubey, by faith- Hindu, by Caste- General (Which does not belong to C.N.T.Act. 1908), by occupation- Business, resident of- Hatia Railway Colony, P.O.- Hatia, P.S.- Jagarnathpur, Dist.- Ranchi (Jharkhand)-834003. Indian Citizen, (PAN-ASQPC3437P, Aadhar-XXXX XXXX 5178 and Mobile No-9415069673) represented

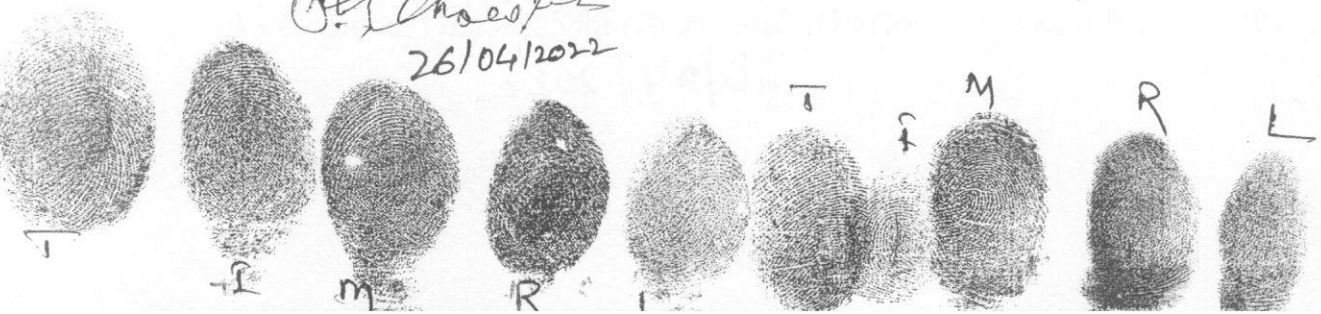
Handwritten notes in Hindi on the left margin.

For R.K.Construction
Bintar Kuman
Partner
26/04/2022

For R.K.Construction
Partner
26/04/2022

Signature of Sri. Shripakash Chaubey
26/04/2022

Signature of Yeta Upadhyay
26/04/2022





26/04/2022



T
Thumb



I
Index



M
Middle



R
Ring



L
Little



26/04/2022 ————— 10/01

Pam. Daryal Chaudhary

late Paras Nath Chaudhary

Peepal Compound, Kathmandu

Retired
Nepali

26/04/2022

2.

through his Power of Attorney holder (1). **SRI. RAM DAYAL CHAUBEY** son of Late. Paras Nath Chaubey and Grand son of Late. Raghu Nandan Chaubey, and (2). **SMT. GEETA UPADHYAY** wife of Sri. Sunil Kumar Upadhyay, daughter of Sri. Ram Dayal Chaubey and Grand daughter of – Late. Paras Nath Chaubey, both by faith- Hindu, by Caste- General (Which does not belong to C.N.T.Act. 1908), by occupation- Retired and House wife respectively, both resident of – Pee Pee Compound, Behind Gurunanak High School, P.O.- Ranchi GPO, Dist-Ranchi (Jharkhand) -834001. Indian Citizen, vide Power of Attorney No.- **2022/RANU2/729/BK4/57** dated **06/04/2022** which entered in Book No.- **BK4**, Volume No.-6, from Page No.- **63 to 114** before the office of **SRO-Ranchi Urban2**, (hereinafter referred to as the **First Party/Land Owner**) of the **FIRST PART** and (which expression shall mean and include his legal heirs, executors, administrators and assigns) (1). **PAN- ABIPC2875L**, **Aadhar- xxxx xxxx 3611**, and **Mobile No- 9934371661** (2). **PAN- ABEPU5272D**, **Aadhaar- xxxx xxxx 5503** and **Mobile No.- 8935884707**.

AND

M/s R.K.CONSTRUCTION (PAN- AAPFR3770D), a Partnership firm having its registered office at Raj Mansion, Near Hinoo Bridge, Hinoo, P.O.& P.S.- Doranda, Dist.-Ranchi (Jharkhand) (Partnership Deed No.- 335/87

For R.K.Construction

Bintoo Kumari
Partner
26/04/2022

For R.K.Construction

Geeta Upadhyay
Partner
26/04/2022

R.K. Construction
26/04/2022

dated 02/03/2013 which entered in Book No.- I, Volume No.- 2, Pages from 585 to 598 for the year 2013 before the D.S.R.Ranchi) through its partners (1) **SRI. BINOD PRAKASH** son of Late. Raj Keshwar Singh, and grand son of Late Nageshwar Singh (**Aadhaar- xxxx xxxx 1078 and M.No.-9709100151**) and (2) **SMT. BINTOO KUMARI** wife of Sri. Binod Prakash, daughter of Sri. Akhileshwar Singh and grand daughter of Late. Subh Karan Singh, (**Aadhaar- xxxx xxxx 7437 and M.No.-9709100151**) both by faith-Hindu, by Caste-General (which does not belong to C.N.T.Act. 1908), by occupation-Business, resident of - Raj Mansion, Near Hinoo Bridge, Hinoo, P.O.& P.S.- Doranda, Dist.-Ranchi (Jharkhand). Indian Citizen (hereinafter referred to as **Developer**) or as the party of the **SECOND PART**, (which expression shall mean and include their legal heirs, executors, administrators and assigns).

That the said land has been registered in the name of Budhu Mirdha in the R.S. Khatian. Dahru Mirdha S/o Budhu Mirdha sold the schedule land to Smt. Ram Priya Devi W/o Lal Visheshwar Nath Shahden in the year 1972 vide Sale deed No. 14004 entered in Book No.1, Volume No. 45 page no. 173 to 175 (area 110 decimal). Smt. Ram Priya Devi wife of Lal Visheshwar Nath Shahdeo sold 55 decimal of the land to Smt Jayanti Devi W/o Sri Ram Dayal Chaubey and Shriprakash Chaubey son of Late Amar Nath Chaubey vide deed No 8130/7662 dated 30/09/1980. Both having equal share of 27.5 decimal of land.

IN THIS AGREEMENT, unless it be contrary to or repugnant to the context the terms and expressions shall mean and have the following meanings:-

LAND OWNER: mean the said **SRI. SHRIPRAKASH CHAUBEY**

represented through his Power of Attorney holder (1) **SRI. RAM DAYAL CHAUBEY** and (2). **SMT. GEETA UPADHYAY** and his respective heirs, successors, administrators and assigns.

For R.K.Construction

For R.K.Construction

Bintoo Kumari
Partner

26.04.2022

Geeta Upadhyay
26.04.2022

26.04.2022

4.

DEVELOPER:- mean the said M/s **R.K.CONSTRUCTION** and its successor-in-interest.

LAND PROPERTY:- mean and include the land of R.S.Plot No. 201, Sub Plot No. 201/A, under Khata No. 42, Area- **27.5 Decimals**, situated at Mouza- Hesag, Thana No. 247, P.S. Jagannathpur, Dist. Ranchi, (Jharkhand) more fully described in **Schedule-A** below.

BUILDING:- shall mean the multi storied building consisting several units for residential use to be constructed on the **Schedule- A** land by the developer at its own cost and expenses as per the plan sanctioned by competent authority of **Ranchi Municipal Corporation**, Ranchi or other competent authority with the specification as specified in **Schedule- D** hereunder to be known as "**JAYANTI RAM GARDEN**"- Phase-II.

FLAT/UNIT:- shall mean a covered area available for independent use and occupation, that is entire covered areas as sanctioned by **Ranchi Municipal Corporation** or any other competent authority and shall include the plinth area of the unit, Plintn area consisting of Bedroom, Living room, bath .room, kitchen, balcony/verandah open terrace and also thickness of the walls (external and internal pillars).

PARKING SPACE:- shall mean any place in covered area reserved for parking of motor car, two-wheelers or any other vehicle at basement more particularly described in appended schedule.

For R.K.Construction

For R.K.Construction

26/04/2022

26/04/2022

Partner, R.K.Construction
Partner, R.K.Construction

Partner, R.K.Construction

5.

COMMON PART:- shall mean common passage, corridors, staircase, passage ways, lift, common lavatories, pump room, tube well over head tank, water pumps and common facilities and amenities for common use and enjoyments and all fixture and fittings including the roof and terrace of the building, more particularly described in the schedule.

SUPER BUILT UP AREA:- means and include the carpet area of the unit wall, verandah, balconies, cupboard area, the proportionate area of staircase, guard room, generator room etc. and other common area of the proposed multi storied building complex.

SALEABLE SPACE:- mean and include the space in building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

LAND OWNER'S SHARE:- shall be 38% of the constructed super built up area out of the constructed area in the proposed building constructed on land mentioned in **Schedule 'A'** together with the right, title, interest in the common facilities and amenities including the right to the use thereof parking space for each flat indivisibly with undivided share of land as per the specifications mentioned fully described in **Schedule B** below and agree upon by the land owners.

For R.K.Construction

Partner Kumar
26/04/2022

For R.K.Construction

Partner
26/04/2022

Geeta Upadhyay
26/04/2022

26/04/2022

6.

DEVELOPER'S SHARE:- shall mean the rest residential flats i.e. 62% of the total constructed area in the proposed building constructed on land mentioned in **Schedule 'A'** together with the right, title, interest in the common facilities and amenities including the right to the use thereof parking space with undivided share of land after providing owners share more fully described in **Schedule 'C'** below.

TRANSFER:- with its grammatical variations shall include transfer by voluntary handing over of possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried building to purchaser thereof, although the same may not be within the definition of the term as given in the Transfer of Property Act or other enactment's.

TRANSFERREE:- shall include any natural or juristic person like Company, Association, or persons competent to enter into contract and to whom any space in the building has been transferred.

Ward importing singular shall include plural and vice versa.

FORCE MAJURE:- shall describe flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock out and/or any other act or commission beyond the control of the developer.

The Land :- All that piece and parcel of land measuring an area **27.5 Decimals** situated at Mouza-Hesag, Thana No. 247, P.S. Jagannthpur, Dist. Ranchi, which details area as under:-

For R.K.Construction

For R.K.Construction

Bintoo Kumari
Partner
26/04/2022

gelta upadhyay
26/04/2022

A. S. Chauhan
26/04/2022

7.

<u>Khata No.</u>	<u>R.S. Plot No.</u>	<u>Sub Plot No.</u>	<u>Area</u>
42	201	201/A	27.5 Decimals

WHEREAS the land of R.S. Plot No- 201, under Khata no-42, measuring an total area 1.10 Acres, situated at village- Hesag, Thana no-247, P.S- Jagarnathpur, Dist-Ranchi, Jharkhand was recorded in the Revisional Survey Records of right in the name of Budhu Mirdha son of Kunuwa Mirdha as Kayami right.

AND WHEREAS the successor of the recorded tenant namely Dahru Mirdha son of Budhu Mirdha sold and transferred the aforesaid land measuring an area 1.10 Acres (110 Decimals) to Smt. Ram Priya Devi wife of Lal Bisheshwar Nath Shahdeo, by virtue of Registered sale deed being Sale Deed No.- 14004 dated 29/12/1971 which entered in Book No- I, Volume No-45, Pages No.- 173 to 175 in the year of 1972 before the office of the Dist. Sub Registrar, Ranchi, after that said Smt. Ram Priya Devi wife of Lal Bisheshwar Nath Shahdeo was in peaceful possession over the same.

AND WHEREAS said Smt. Ram Priya Devi wife of Lal Bisheshwar Nath Shahdeo sold and transferred **55 Decimals** of land out of her total land 110 Decimals of R.S. Plot No- 201, under Khata no-42, of village- Hesag, Thana no-247, P.S- Jagarnathpur, Dist-Ranchi, Jharkhand, to Smt. Jayanti Devi wife of Sri Ram Dayal Chaubey and Sri. Shriprakash Chaubey son of

For R.K. Construction

Bintoo Kuumari
Partner 26/04/2022

For R.K. Construction

Yellapadhyay
Partner
26/04/2022

R. S. Chaubey
26/04/2022

8.

Sri. Amar Nath Chaubey by the way of Registered Deed of sale being deed no 8130/7662 dated 30/09/1980, which entered in Book No- I, Volume No-44, Pages No.- 219 to 222 in the year of 1985, before the office of the Dist. Sub Registrar, Ranchi. Both are having equal share of land i.e. 27.5 Decimals each.

AND WHEREAS after purchased of the above land said Smt. Jayanti Devi wife of Sri Ram Dayal Chaubey and Sri. Shriprakash Chaubey son of Sri. Amar Nath Chaubey came in peaceful possession over the aforesaid land and amicably partitioned in between them. In that partition, **Sub Plot No.- 201/A** measuring an area **27.5 Decimals** land came in to the share of **SRI. SHRIPRAKASH CHAUBEY** son of Sri. Amar Nath Chaubey and now he is in peaceful possession over thereof and has got mutated his name before the Circle Office, Namkum Anchal, Ranchi vide **mutation Case No-3144 R27/2016-2017** and jamabandi has recorded in Register-II, Volume No-35, at Page No- 72, and paying rent to the state regularly upto **2019-2020**, vide rent receipt no- **0556872956**.

AND WHEREAS the landowner covenant that the aforesaid property is in their exclusive possession with absolute and subsisting right, title and interest and the same is free from all encumbrances, debt, lien, charge and attachment and is in marketable condition and has in herself good right, full

For R.K.Construction
Binito Kumar
Partner
26/04/2022

For R.K.Construction
Partner
26/04/2022

Yellu upadhyay
26/04/2022

Partner
26/04/2022

9.

power and as absolute authority and have right to transfer the whole and part of the Schedule-A property.

AND WHEREAS the owner is interested in getting Multi storied residential building complex over the schedule-A property and to acquire 38% super built up area in the same as consideration in exchange for full and final value of the land.

AND WHEREAS the Developer herein have approached the land owners with an intention to develop the said property and construct a multi storied residential complex at their own costs and expenses and also subject to the plan of the proposed development being sanctioned by the **Ranchi Municipal Corporation** or any other competent authority as per the specification given in the **Schedule- D** below and give 38% out of the total super built up area / or its cost, mentioned in **Schedule- B** below as Land Owners share as agreed for the value of the said land and to sell the remaining 62% of the super built up area of the said proposed Building with undivided share of land to the prospective purchaser, developer share mentioned in the **Schedule- C** below.

AND WHEREAS the Developer shall have such right to deal 62% of the super built up area of the said proposed Building with the proportionate share of parking space along with the proportionate share of Land

For R.K.Construction
Binito Berman
Partner
26/04/2022

For R.K.Construction
Partner
26/04/2022

geetupadhyay
26/04/2022

R.K. Construction
26/04/2022

10.

(Schedule-A) and appropriate the entire sale proceeds against its cost and profit for constructing a multi storied building complete for which the Land owner shall be bound to sign all conveyance in favour of the nominee or nominees of the DEVELOPER either personally or through his power of attorney holder and the Developer shall sign as Confirming party to such conveyance.

AND WHEREAS the proposed building will be constructed by the name of "JAYANTI RAM GARDEN" Phase-II at Hesag, P.O.- Hatia, Ranchi, by the developer within three years from the date of sanction of plan map (being Plan Case No.- RMC/BP/0239/W50/2020 dated 05/06/2020) with grace period of 6 months and by such period as lost by any force majeure and owners also agreed for the same. However, the period stipulated hereinabove may be extended mutually for such period as the parties deem fit and proper.

AND WHEREAS certain terms and conditions were agreed to by and between the owner and developer with regards to the construction, transfer of said building and the parties hereto are desirous of recording into writing the terms of such agreement as hereunder:-

1. That this agreement shall be deemed to have commenced with effect from the date of execution of this agreement by the parties.
2. That the developer will develop and construct multi-storied residential building over the schedule "A" land as per the plan

For R.K.Construction

Binito Kumari
Partner 26/04/2022

For R.K.Construction

Yellapadhy
Partner 26/04/2022

R. Srinivas

26/04/2022

11.

prepared by the developer and approved by the **Ranchi Municipal Corporation** and as per laws applicable in relation to constructions of building/apartments at its own cost. That the building /Apartment will be constructed within three years from the date of sanctioned of plan map from the competent authority and other authority of Ranchi with 6 months grace period and also extended by such period lost by any force majeure and owners also agreed for the same.

3. That the owners are entitled to and will retain 38% of the constructed super built-up area out of total super built-up area of the said proposed multi-storied building complex proportionate car parking space and undivided proportionate share of land described in schedule "B" Below.
4. That the owner do hereby put the developer in actual physical possession and handed over all relevant documents relating to the property described in schedule "A" below for the purpose of construction of the proposed multi-storied building complex and developer has right to put his sign board over the said land for construction.
5. That the developer shall without delay draw plan for construction of the proposed multi-stories buildings complex- and will get it done by architect without delay.

R. K. Construction
26/04/2022

For R.K. Construction
Partner
26/04/2022

For R.K. Construction
Partner
26/04/2022

6. The developer shall have full right to deal with the rest of the supper built-up area 62% other than the owner's shares alongwith proportionate undivided share in land and appropriate the entire sale proceeds against its costs of construction and profits of the said project for which the owners shall be bound to sign conveyance in favour of the purchaser/nominees of the developer either personally or through their power of attorney holder and the developer shall sign as confirming party and the cost indicates to such conveyance shall be borne by the prospective purchaser of the building/flats.
7. In exchange of the consideration and the term and conditions hereinafter the owners do hereby agree to convey, transfer assign to the developer, portion of the property by executing and registering the appropriate sale deed at cost of the developer and or his nominee/nominees and the developer shall simultaneously hand over the portion of the owner's share, described in Schedule- "B" below after construction of the proposed multi-storied building complex.
8. In furtherance of the intention of the agreement the owners do hereby entrust and empower the developer to do all or any of the following acts, deed, matters and things :-
- A. To appoint Architect, Surveyors, Engineers and Contractors and other person or persons. All expenses will be borne by the developer.

For R.K.Construction

For R.K.Construction

R. K. Construction

Rintoo Kuman
Partner
26/04/2022Partner
26/04/2022yellapadhy
26/04/2022

26/04/2022

13.

- B. To make application to the appropriate authorities for electrical/water connection and permit or quotas for cement, steel and other controlled building materials.
- C. To accept 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 Tribunals in connection with the development of said property on part or 'parts of the property and for any purposes aforesaid to sign, execute or deliver or file necessary court vakalatnamas, claims, complaints orders, application, paper writing in case of any legal proceeding in the court of law against the interest of the owners arising after the execution of the agreement between the owners and the developer shall take all measure at his own cost to protect the title interest and the right of the owners against any cause of action arising due to the. Development work and reasonable advice of the owners in the regard shall be obtained by the developer at all times.
- D. To enter into agreement for sale or otherwise allot flats tenements in the aforesaid Building/building to purchasers except of the owner's area as described in schedule "B "and be entitled to the consideration thereof.

For R.K. Construction
Partner
26/04/2022

For R.K. Construction
Partner
26/04/2022

For R.K. Construction
Partner
26/04/2022

For R.K. Construction
Partner
26/04/2022

14.

- E. To mortgage said property or any portion thereof except the portion allotted to the owners as described in schedule "B" with and/or financial institutions to obtain loan for purchase of flats etc as the said developer will decide at its sole discretion or purpose of the developer.
- F. To make application if any, before the appropriate authority for installation of lifts with collapsible gates of appropriate capacity, as per norms.
- G. The developer shall install and maintain for the benefit of the owners and other prospective purchasers of the proposed buildings deep tube-well over head storage tank, public water supply connection, pump-set for lifting water to storage tanks.
- H. The developer shall maintain and provided ancillary electric generation and supply for the benefit of the owners and prospective purchases of the proposed building complex and owners shall be entitled to the benefit and use thereof in term of payment of consumption charge calculated by the developer.
9. That in pursuance of this agreement, if the Land Owner take any advance, it would be adjusted in their share.
10. It is hereby made clear the developer shall act as independent party and not as agent of the owners for the purpose of the construction of

For R.K. Construction

Prateek Kumar
Partner
21/04/2022

For R.K. Construction

[Signature]
Partner
21/04/2022

Geeta upadhyay
26/04/2022

[Signature]
26/04/2022

15.

the proposed building over the schedule "A" property and shall pay and keep the owner indemnified from and against all claims, penalties, costs, demands arising out of or concerned to any act or mission by the developer in planning, executing or construction of the proposed building and other works envisaged.

11. The owners hereby covenant with the Developer as follows :-

- A. Further the Land Owners declare that the land is free from any other encumbrances, lien and charges.
- B. That there are no statutory claims, demands, attachments or prohibitory order made or issued by the taxation authorities, Revenue authorities, Municipals Authorities or any other government or other local bodies or affecting the side property or any part thereof.
- C. That there are no attachment either before or after judgment and there are no claims demands, suits, decrees, injunctions orders lispence order made or issued by or at the instance of any party thereof.

For R.K.Construction

Binites Kumari
26/04/2022-Partner

For R.K.Construction

Partner
26/04/2022

For R.K.Construction

geethapadhyay
26/04/2022

26/04/2022

D. That apart from the owner, no one else is entitled to or have any share, right, title or interest in the side property or any part thereof either as a partner or any partnership or company .or in any joint family or otherwise.

E. That the Land Owners shall compensate all and whatsoever loss or damage that may be suffered by the Developer because of any defect and or deficiency on Land Owner's title and or possession of the landed property and for causing wrongful loss to the developer and wrongful gain to himself by misrepresentation

12. That all outgoing, demands, rates, taxes, etc. arising from the date of this agreement shall be paid by the developer alone and the owner shall be liable for such amounts remaining unpaid till the date of this agreement.

13. That there is no existing agreement regarding the development or the sale of the said land and that all other arrangements, if any, prior to his agreement have been cancelled and are being, suspended by this agreement.

14. That in consideration for the conveyance of the properties described in Schedule "A" herein below and in exchange of the facilities stated herein above, the Developer shall do and perform the following acts,

For R.K.Construction

Binites Kumar
26/04/2022 Partner

For R.K.Construction

Partner
26/04/2022

geeta upadhyay
26/04/2022

26/04/2022

17.

deeds, matters and things:-

The developer shall indemnify the owner from and in respect of all claims, compensation or expenses payable in consequence of any person or demands of whatsoever nature from any authority arising from any act of omission or negligence on the part of the developer related to or in connection with the execution of the work. The developer shall also indemnify the owners against any claim, action or proceeding which may be brought or taken against the owner in respect of any demands caused to adjoining ground, building, electric poles etc. by the developer in performance of the work envisaged in this agreement, the developer shall also indemnify the owners against any claim, compensation, action or proceedings which may brought or taken against the owners in respect of any accident to workmen related to or connection with executing of the work.

15. It is hereby expressly agreed by and between the parties hereto that during the execution of work (i.e. erection of building), it will be the responsibility of the Developer to defend all actions and proceedings relating to the construction of the building.

16. That the owners and the developer shall execute and register appropriate deeds of conveyances and exchange (if any

For R.K. Construction

Binita Kumari
Partner

For R.K. Construction

Partner

Geeta Upadhyay
26/04/2022

R.K. Construction
26/04/2022

required) of the schedule "A" properties with undivided share of land at the cost of the developer and/or his nominee/nominees. It has been agreed by the owners that they will enter into all the agreement executed by the developer and prospective purchaser of the flat as a confirming party either through themselves or through their constituted Attorney.

17. (i) SCHEDULE FOR MANAGEMENT:- A schedule shall be formed by the parties herein due course for the new building complex including the portion in common use and showing the expenses of the management, administration of the amenities in the new building including the new user thereof and such scheme and rules and regulation formed under the scheme shall be binding on the occupant of the new building including the owner's allocation and the developer allocation shares.

(ii) That this Development Agreement is being executed between the LANDOWNERS/First Party and DEVELOPER/Second Party under the Provision of Section 5(1) of the Jharkhand Apartment (Flat) LANDOWNERSHIP Act 2011 and both parties are bound to abide by the terms and conditions mentioned in the said Jharkhand Apartment (Flat) LANDOWNERSHIP Act 2011.

(iii) That both parties have also agreed that under the provision of sub Section 2 of Section 5 of the Jharkhand Apartment (Flat) LANDOWNERSHIP Act 2011, both parties are free to **allot Allotment Letter/ execute Agreement for Sale, execute Sale Deed/Lease/Mortgage/Gift** with respect to flat/units of their respective shares in favour of prospective purchasers as mentioned in the **SCHEDULE-B for LANDOWNERS allocation and Schedule-C for DEVELOPER/PROMOTOR allocation** of this Development Agreement and they are also free to receive consideration of the unit of their respective shares and no party will have any objection in this regard.

(iv) That it is also agreed by the parties that Developer's share can be sold by the signature of any one partner of the Developer/promoter.

18. All dispute and differences between the owner and developer with regard to their respective right and liabilities or about the intends, meaning or purposes of these presents shall be referred to the arbitrator to be nominated by the owner and the developer. The arbitration proceedings shall be government by, the provisions of arbitration and Conciliation Act, 1956. The courts of Ranchi will alone have the

For R.K.Construction

Binito Kumaran
Partner

For R.K.Construction

Partner
26-04-2022

Yashu Upadhyay
26-04-2022

R.K. Construction
26-04-2022

19.

jurisdiction in all legal matters arising out of or concerning this transaction.

19. BREACH OF DEVELOPMENT AGREEMENT:

In the event of breach of development agreement and or abuse/misuse of power either by the developer or the owners, the defaulting party will be liable for legal and compensation as may be decide by the Arbitrator/competent court.

20. That this development agreement is irrevocable and both parties shall have to abide by all the term and conditions mentioned herein.

SCHEDULE "A"

All that piece and parcel of land of R.S.Plot No. **201**, Sub Plot No. **201/A**, under Khata No. **42**, Area- **27.5 Decimals**, situated at Village/ Mouza -Hesag, Thana No. 247, P.S. Jagannathpur, Dist. Ranchi corresponding to Ranchi Municipal Corporation **Holding No:-0540007277000A2** under **Old Ward No. 54** and New Ward No.- 51, which has been shown in red wash in the trace map attached herewith

Details of the Total land:-

Khata No.	R.S. Plot No.	Sub_Plot No.	Total area
42	201	201/A	27.5 Decimals

For R.K.Construction

For R.K.Construction

Prateek Kumar
26/04/2022 Partner

Partner
26/04/2022

Prateek Kumar
26/04/2022

Prateek Kumar
26/04/2022

The said land is butted and bounded as follows:-

- North : Part of R.S.Plot No.- 202&203.
 South : 20' Ft. wide Road
 East : Part of R.S.Plot No.- 201/B (Nageshwar Enclave).
 West : Part of R.S.Plot No.- 200 (Vrindawan Apartment).

SCHEDULE "B"

LAND OWNER'S SHARE

38% owner's share out of the total super built up area of the proposed multi storied residential complex on the land mentioned in Schedule A, alongwith the parking space in the proposed residential complex. The land Owner's Share shall be allotted on the prorate Basis. The same will be criteria for the allocation of parking space also. The allocation of the land owner's share in super built up area shall be finalized mutually. The Land Owner will not pay any charges for lift and, generator. Owner's share GST will be beard by Land owner himself through the Developer.

At the time of hand over of the as mention above flats to the Land Owners, occupancy certificate and Complication certificate will be provided to them, after hand over of the as mention above flats to the Land Owners, the monthly maintenance of the said flats will be beard by the related Land Owners individually which will be decided by the society of the said Apartment.

For R.K.Construction

Binito Kumar
Partner 26/04/2022

For R.K.Construction

[Signature]
Partner - 26/04/2022

Pradeep Kumar
26/04/2022

26/04/2022

26/04/2022

S.No	Flat No.	Super built up area	Proportionate share of Land	Parking
10)	204 On 1st floor	765 Sq.ft.	423 Sq.ft.	One
11)	205 On 1st floor	1388 Sq.ft.	768 Sq.ft.	One
12)	206 On 1st floor	1405 Sq.ft.	777 Sq.ft.	One
13)	301 On 2nd floor	1435 Sq.ft.	794 Sq.ft.	One
14)	302 On 2nd floor	1388 Sq.ft.	768 Sq.ft.	One
15)	303 On 2nd floor	835 Sq.ft.	462 Sq.ft.	One
16)	304 On 2nd floor	765 Sq.ft.	423 Sq.ft.	One
17)	305 On 2nd floor	1388 Sq.ft.	768 Sq.ft.	One
18)	306 On 2nd floor	1405 Sq.ft.	777 Sq.ft.	One

SCHEDULE "D" Building Specification and facilities: -

Foundation	:	RCC isolated column footings
Floor	:	All rooms, balconies, passage and bathroom shall be finished with marble/ceramic tiles
Structure	:	RCC frame structure
Kitchen	:	Granite working platform and Ceramic tiles in dado upto 24" height over the platform.
Doors	:	Commercial Flush doors with steel door frame with standard fittings with synthetic enamel paints over a coat of primer

For R.K.Construction
 Partner
 26/04/2022

For R.K.Construction
 Partner
 26/04/2022

For R.K.Construction
 Partner
 26/04/2022

- Windows : Glazed aluminum frame sliding windows and fixed fabricated grills painted with synthetic enamel paint over a coat of primer.
- Bathroom : All bathrooms shall be fitted with WC Pans, Wash basins, taps etc of good quality. The bathroom shall have concealed water pipes for hot & cold water and ceramic tiles in dado upto 7'.
- Walls : 10/5" brick work in cement mortar with POP finish on internal wall and ceiling. Cement based paint on external walls.
- Electrical Fittings : Concealed wiring with copper conductors with standard fittings such as switch, MCB isolators- 15Amps switch and socket.
- Water Supply : 24 hours supply from own deep bore well to be stored in over head water tank
- Telephone & TV : 1 telephone line point and 1 TV cable point in living room and master bedroom.
- Lift : Passenger's traction lifts will be provided
- Exterior Finish : Snowcem paint for exterior finish.
- Fire fighting system : With security features.

For R.K. Construction

Bintoo Kumaram
26/04/2022 Partner

For R.K. Construction

Partner
26/04/2022

For R.K. Construction

Geetapadhyay
26/04/2022R. K. Construction
26/04/2022

**Valuation of 27.5 Decimals Land for the purpose of registration:
Rs.2,22,45,000/- (two crore twenty two lakhs forty five thousand) only.**

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day, month and year first **hereinabove** written.

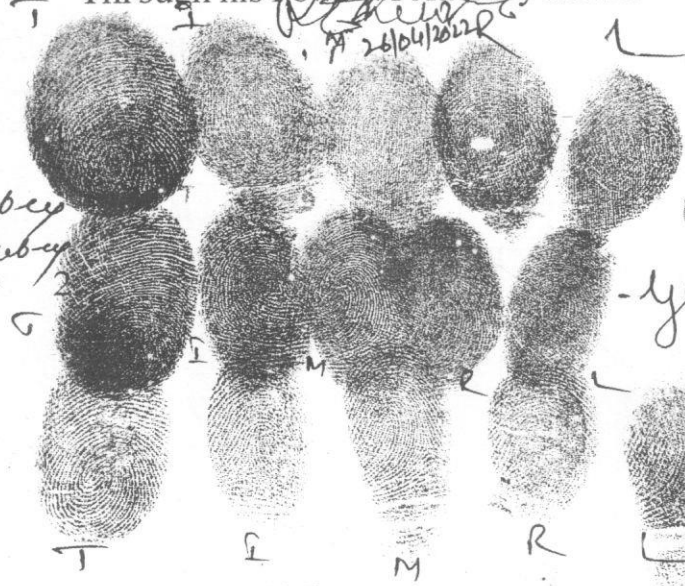
Witnesses

1. Sanjay Serpupte
8/0 Lt. Shastri Nagar
Serpupte
KOKAR, RAJESH
26/04/2022

2. Abhay Kumar Dubey
c/o Sagar Ward Dubey
Haveli, Dehri Madhya
Kolar Road
26/04/2022

Signature of the First Party / Land Owner

Through his Power of Attorney holder



[Handwritten signature]
26/04/2022

- Yeeta Padhyay
26/04/2022

For R.K.Construction

[Handwritten signature]
Partner 26/04/2022



For R.K.Construction

Binita Kumari
Partner 26/04/2022

SIGNATURE OF THE DEVELOPER WITH PHOTOGRAPH.

For R.K.Construction

[Signature]
Partner 26/04/2022



Thumb	Fore	Middle	Ring	Little



For R.K.Construction

[Signature]
Partner 26/04/2022



Thumb	Fore	Middle	Ring	Little



Drafted & Type by:-
26-04-2022

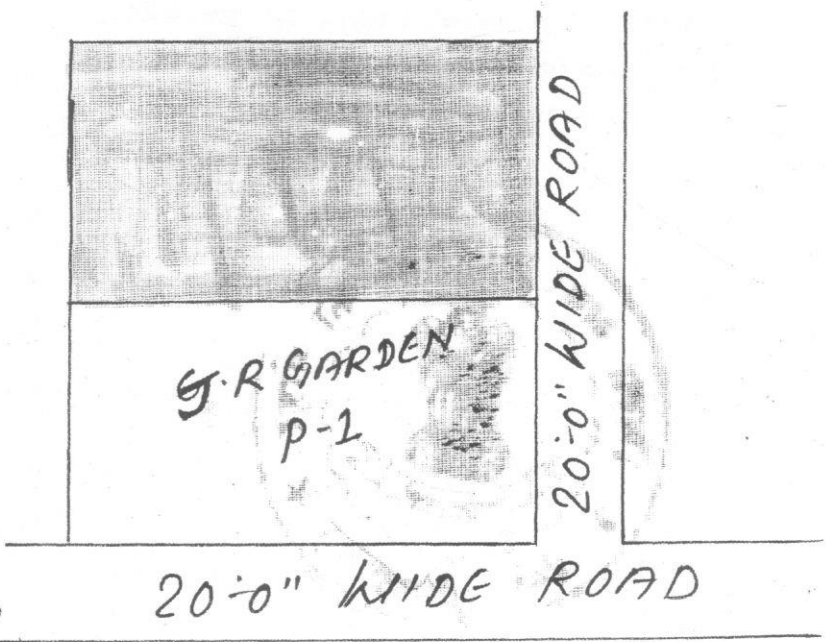
Certified that the fingerprints of the Left Hand of each person whose photograph is affixed in the document have been obtained by me or before me.

[Signature]
26-04-2022



VILLAGE - HESAG
THANA - JAGARNATHPUR
THANA NO - 247
DIST - RANCHI
R.S. PLOT NO - 201
SUB PLOT NO - 201/PART
AREA SHOWN IN RED WASH

AREA
AC - DEC
0 - 27.5



AT the case
26/04/2022
yeela upacharya
26/04/2022

For R.K. Construction
Partner
26/04/2022
For R.K. Construction
Prateek Kumar
26/04/2022 Partner
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