



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Jharkhand

## e-Stamp

Certificate No. : IN-JH27825159018428S  
 Certificate Issued Date : 17-Mar-2020 12:00 PM  
 Account Reference : CSCACC (GV)/ jhcsceg07/ JH-BKNAV0281/ JH-BK  
 Unique Doc. Reference : SUBIN-JHJHCSECG0741076767795873S  
 Purchased by : V AND V PROMOTER AND DEVELOPERS  
 Description of Document : Article 5 Agreement or memorandum of an Agreement  
 Property Description : AGREEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : V AND V PROMOTER AND DEVELOPERS  
 Second Party : Not Applicable  
 Stamp Duty Paid By : V AND V PROMOTER AND DEVELOPERS  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)

Sima Devi Shiv Shankar Jaiswal

B.D.B.A. No. 2210/  
223  
SL No. ....  
Date 17.3.2020



by [Signature] Adv  
17/3/2020

Please write or type below this line

### DEVELOPMENT AGREEMENT

This Deed of DEVELOPMENT AGREEMENT is found on this the 17<sup>th</sup> day of March, 2020, BY AND BETWEEN:-

Smt. Sima Devi, W/o Bir Pratap Singh, by cast – Rajput, by occupation – House Wife, Resident of Sector [Redacted] Plot No. 12, Bokaro Steel City



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#### Statutory Alert:

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

Bir Pratap Singh 17/03/2020

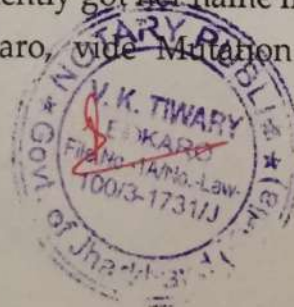
(Jharkhand) – 827001, District – Bokaro, hereinafter, called as the **OWNER**, which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include his successors, assignees, legal representatives, executors and administrators, of the **ONE PART**.

**AND**

**V&V PROMOTER AND DEVELOPERS**, a company registered under Companies Act, 1956, having it's Registered Office at Sector – 1/B , S.S.P Plot No.12 , Bokaro Steel City (Jharkhand), represented through its Partners **Mr. BIR PRATAP SINGH** , S/o Late Uday Nath Singh, by cast- Rajput, by occupation – Businessman, Resident of Sector – 1/B, S.S.P Plot No.12 , Bokaro steel City (Jharkhand) And **Mr. SHIV SHANKAR JAISWAL** , S/o Late Kedar Nath Jaiswal, by cast – Bania, by occupation – Businessman, Resident of Main Road Chas (Mahavir Chawk) Near – Fal Mandi, Chas , Bokaro (Jharkhand) , hereinafter, called the **DEVELOPER/BUILDER**, which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors, assignees, legal representatives, executors and administrators of the **OTHER PART**.

**WHEREAS** the Owner purchased a land measuring an area of 12.50 decimal in Khata No. - 28, Plot No. - 17, situated within Thana No.- 35, Mouza – Bandhgora , P.S.- Sector - 12 , District- Bokaro (Jharkhand), vide Registered Sale Deed No. 4658 , Dated – 06/07/2005, registered in the Office of Sub – Registrar, Bokaro, from Smt. Vibha Singh W/o Dhaneshwer Prasad Singh who purchased the same from Niranjana Mahtha vide Registered Sale Deed No. 5403 , Dated – 16/10/1986.

**AND WHEREAS** the owner subsequently got her name mutated in the Office of Chas Circle Officer, Chas, Bokaro, vide Mutation Case No.-786 and



Bir Pratap Singh  
17/03/2020  
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Shiv Shankar Jaiswal

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thereafter she is paying rent to the State Government regularly obtaining receipts thereof.

AND WHEREAS the Owner agreed for getting constructed, a Multi-Storied Residential Apartment over her said plot of 12.5 decimal by the Developer, comprising of ownership flats.

AND WHEREAS the Owner further confirmed that she is absolute owner (with right, title, interest, physical possession) of the property, and that, the property is free from all encumbrances, and no notice or notification for acquisition / requisition under any of the statutes have been received, served or passed by the MADA / Chas Municipal Corporation, Income tax Department or any other Government Authorities for acquisition or requisition of the said property or any part thereof, (more fully described in the SCHEDULE below).

AND WHEREAS the Owner agreed to hand over the possession of vacant land to the Developer for the construction of the Multi-Storied Residential Apartment over her plot, and that, the burden of providing free vacant land is of the Owner.

AND WHEREAS the parties agreed for the construction of the Multistoried Residential Apartment, on the term and conditions, as mentioned herein below in the present Deed.

**NOW THIS DEVELOPMENT AGREEMENT WITNESSES AND THE PARTIES MUTUALLY AGREES AS FOLLOWS:-**

1. That, the Owner hereby appoints the Developer for the said construction of the Multi-Storied Residential Apartment, over the Scheduled land.



*Bin Batup Singh*  
14/03/2020  
*Adv*  
17/3/2020

*Sima devi*

*Shv Shankar Jeevan*

2. That, the said constructed Multi-Storied Residential Apartment will be known by the name of V & V ENCLAVE.
3. That, the Developer will construct the said Multi-Storied Residential Apartment, as per the approved drawing / structural lay out passed by the Chas Municipal Corporation, Chas, Bokaro, or as per the approved deviation thereof. While preparing the plan, the Developer will achieve the maximum FAR. as per the rules and bye laws of Chas Municipal Corporation, Chas, Bokaro.
4. That, the Owner will not interfere in the construction as per the allowed deviation and no separate approval of the Owner regarding the deviated construction will be required.
5. That, the parties hereby further agree that out of the total constructed area, the Owner's Shall be entitled for 30% (Thirty Percent) of the total constructed area of her choice along with the proportional land area as parking space and the rest 70% (Seventy Percent) of the total constructed area will be the Developer's Share, along with the proportional land area as parking space.
6. That, the owner hereby further agrees that she will execute a separate Registered Power of Attorney in favour of the Developer wherein, she will empower the Developer or any of his authorized person, to execute Sale Deed / Registered Sale Deed, of the flats that would fall under the Developers Share, along with the proportionate share of land area as the parking space. If the said Power of Attorney could not be execute due to any reason what-so-ever, the said Power of Attorney will automatically be treated to have been executed, on the basis of the present point in the present Deed.

Dr. Teetap Singh  
17/03/2020

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Adv  
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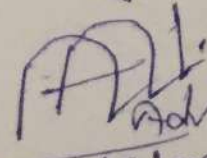
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7. That, the exact location of the flats of the Owners share will be mutually decided later on. Out of agreed share of the Owner as per her choice and remaining 70% share allotted by developer.
8. That, the parties will have joint utility rights over the common areas in the scheduled property (in proportion of their respective shares).
9. That, the Owner shall be duty bound to present herself before such authorities and to sign such documents, as when and where required by the Developer.
10. That, the present Deed is in no way, a Partnership in between the parties.
11. That, with the signing of the present deed, the Owner hereby hands over the possession of her land to the Developer, for the construction of the said Multi-Storied residential Apartment over her plot.
12. That, the Owner hereby indemnifies the Developer against her or her heirs such acts which would prove contrary to the terms and conditions of the present Deed.
13. That, the Owner hereby further assures the Developer that neither she nor her heirs have ever executed any previous Development Agreement with any other Builder / Developer, which is still in existence and valid nor she or her heirs have ever sold the schedule land to any other person, or mortgaged or rented or gifted the said land, nor she or her heirs will perform any such act hereafter.
14. That, the construction of the Multi-Storied Residential Apartment will be completed within a period of 3(Three) years with additional grace period of 6 (Six) months, (excluding delay period due to unavoidable natural calamities as flood, fire, earthquake or any other god's act, or due to any epidemic outburst, or due to any government's changed policy, or due to any of the preventive measures adopted by the



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Dr Teetap Singh  
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government out of any human activities or due to any serious labour problems), or any such reasonable cause which is beyond the control of the Developer, to be calculated from the date of passing of the map / drawing from the Chas Municipal Corporation. The Delay period due to the above unavoidable reasons will not be counted in the said total period of 3(Three) years 6(Six) months.

15. That, the Developer will construct the building as per the traditional details, using standard ISI mark materials.

16. That, the Owner hereby declares before the Developer as follows :-

- a) That, the land of the Owner is in possession of the land and the same is not mortgaged anywhere and also that no loan was ever taken or is pending against the said land.
- b) That, the Owner is in the peaceful possession of the Scheduled land.
- c) That, the Owner hereby given permission to the Developer to enter upon the said property for the purpose of development, demolition of the existing structures if any, and construction of a fresh Multi-Storied Residential Apartment thereon as per approved Building Plan.
- d) That, regarding the flats along with the proportionate share of the parking space of the Developer's share, the Owner will execute a Registered Power of Attorney in favour of the Developer. If the said Power of Attorney could not be executed for any reason, what-so-ever, then, on the basis of the present point of the present Deed, the Developer shall be fully entitled to transfer, grant, sale/register sale or otherwise alienate their interest, in any manner as deemed fit by them, to any person, association of persons, firms, body corporate, co-operative societies, govt.



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Dr. Pratap Singh. 17/03/2020

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agencies, etc. on such terms and conditions as may be decided by the Developer, and keep the sale proceeds thereof. Whenever the Developer will require signature of the Owner for the said construction or sale purpose, the Owner will ready to present herself before such authorities as required and sign such required documents subject to condition that the agreed share in constructed multistoried residential apartment of the owner should have been dislodged and identified.

- e) That, if any claim by any family members of the Owner or any other non-family member, is made on the SCHEDULED property, the Owner will solve the same out of her own cost and expense and the Developer will not be involved in the same.
- f) That, the Developer is free to appoint their own engineers, architects, surveyors, supervisors, contractors, and other personnel's, as per their requirement and suitability, without any hindrance or objection from the Owner.
- g) That, the Owner will not interfere in the rightful construction done by the Developer.

17. That, the Developer hereby declares before the Owner as follows:-

- a) That, the total cost of construction of the said Multi-Storied Residential Apartment, shall be borne by the Developer.
- b) That, the Developer will not do any such acts or deeds that will affect or harm the right, title of the Owner.
- c) That the Developer binds themselves that within agreed Period of this Development Agreement. They shall complete the construction of Multi-Storied Residential building and as per choice of Owner and/or mutual discussion shall allot the



Simma Devi Shiv Shankar Jeeval

constructed flats to the Owner and shall hand over its Possession to the Owner.

18. That, if so required, the Owner will execute Sale Deed of the flats out of her share along with the proportionate parking space, to any person.

19. That, the Owner herself and the purchasers / users of flats of her share, will be bound to become member of the Society / Committee / Association would be" formed in future by the Flat holders of the said Multi-Storied Residential Apartment and, pay the common maintenance charges fixed by the said Society / Committee / Association, for the common maintenance of the said Multi-Storied Residential Apartment.

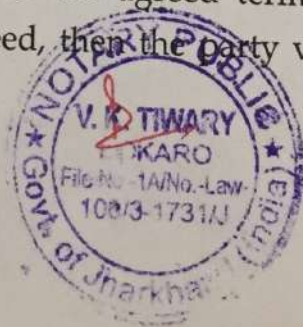
20. That, regarding the materials used in the said construction work (for the Owners share only), it is hereby agreed by and between the parties that the materials used by the Developer will be as follows:-

- a) Doors: Durable frame and standard quality of doors.
- b) Bathroom: Tiles up to 6 ft. height from the floor.
- c) Kitchen: Marble Platform with 3 ft. (approx) tiles from Platform and Floor of Tiles.
- d) Panting: Internal wall with Plaster of Paris and then with standard quality paint and External wall surface will be painted as well.
- e) Electric: Concealed wiring with switch and its board of ISI mark fittings (Fans and other fixtures not involved).
- f) Plumbing: GI pipe line, Water line will be of PVC.
- g) Roof: Water Proof.

21. That, in case of violation of any of the agreed terms & conditions mentioned herein above in this Deed, then the party violating such a

Bin Teetap Singh  
17/03/2020

by  
Adv  
17/3/2020



Simra devi Shiv Shankar Jaiswal

terms shall be liable to be prosecuted and / or for compensation, to the other party.

22. That, the above arrangements agreed upon and made by and between the parties, will be final and binding upon the parties. In case of any differences by and between the parties, the matter will be first of all, referred to the mutually appointed Sole arbitrator for its adjudication, as per the provisions of the Arbitration and Conciliation Act, 1996, whose findings and / or decisions will be final and binding upon the parties. The Arbitral Proceeding will take place at Bokaro Steel City. The language of the Arbitral proceeding will be English. The cost of Arbitral procedure along with the fee of the Arbitrator shall be borne jointly by the parties. The parties shall be also free to prefer the dispute to competent court of Law.

23. That, all litigation will be subjected to the Jurisdictional Court of Bokaro steel City.

SCHEDULE OF LAND

A piece or land measuring total of 12.5 decimal in Khata No. 28, Plot No.- 17, situated at Thana No.- 35, Mouza - Bandhgora, in the town and district of Bokaro (Jharkhand), P.S.- Sector -12 within the jurisdiction of District Sub-Registrar of Bokaro (Jharkhand), and bounded by four sides as under :-

- North: - Plot No - 05
- East: - Rasta
- South:-Bhutnath jha
- West: - Plot No. 19 & 20 of Niwaran Mahtha.

THE PARTIES TO THIS DEED, BEING IN PERFECT STATE OF MIND AND NOT BEING UNDER ANY COMPULSION OR THREAT AND ALSO NOT BEING UNDER THE INFLUENCE OF ANY INTOXICANT AND AFTER

Sir Pratap Singh 17/03/2020

Adv  
17/3/2020



GOING THROUGH THE CONTENTS OF THIS DEED AND FULLY UNDERSTANDING THE SAME IN THE LANGUAGE BEST UNDERSTOOD TO THEM AND FINDING THE SAME TO BE IN AND HEREUNDER. IN THE PRESENCE OF THE WITNESSES, PUT THEIR RESPECTIVE SIGNATURE ON THE DAY MONTH AND YEAR FIRST ABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED.

In presence of:

WITNESSES

- 1) Vishal Kumar  
Address - Sector-1/B, S.S.P Plot No. 12  
B.S. City Jharkhand - 827001
- 2)

(SIMA DEVI)  
Sima Devi  
OWNER

*Bir Pratap Singh*  
17/03/2020  
(BIR PRATAP SINGH)

PROPRIETOR 1

*Shiv Shankar Jaiswal*  
17/03/20  
(SHIV SHANKAR JAISWAL)

PROPRIETOR 2

FOR V & V PROMOTER AND DEVELOPERS

Identified by  
*AW*  
17/3/2020



*Witnessed*  
17.3.2020  
V. K. Tiwary  
NOTARY PUBLIC  
BOKARO  
File No. -1A/No.-Law-100/3-1731/J

