



सत्यमेव जयते

INDIA NON JUDICIAL Government of Jharkhand

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Certificate No. : IN-JH28395344082574S
 Certificate Issued Date : 05-Jun-2020 10:16 AM
 Account Reference : NONACC (SV)/ jh9011104/ DHANBAD/ JH-DB
 Unique Doc. Reference : SUBIN-JHJH901110442123845103291S
 Purchased by : MANIRAJ BUILDER
 Description of Document : Article 5 Agreement or memorandum of an Agreement
 Property Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MANIRAJ BUILDER
 Second Party : AS APPLICABLE
 Stamp Duty Paid By : MANIRAJ BUILDER
 Stamp Duty Amount(Rs.) : 50
 (Fifty only)

15 JUN 2020

Sl. No. Date.....



NOTARY
DHANBAD

Please write or type below this line.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON AND ENTERED INTO AT DHANBAD ON THIS THE 15..... DAY OF June..... 2020

BETWEEN

1. SMT. REETA SINGH, Wife of Sri Arvind Kumar Singh by faith-Hindu, by caste- Rajput, by occupation- Self Employee, resident of Vir Kunwar Singh Nagar, Saraidhela, P.S.- Dhanbad at present P.S.- Saraidhe, Dist.- Dhanbad.

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1. Ritesh Singh
2. विर कुंवर सिंह
रिजा सिंग

2. **SMT. BINDA DEVI**, Wife of Sri Shambhu Nath Pandey, by faith- Hindu, by Caste- Bhumihar Brahim, by occupation- Self Employee, resident of Purana Rajagadh, Near Anand Bhawan, P.S.- Jharia, Dist.- Dhanbad
 3. **SMT. SANJU SINGH**, Wife of Sri Mithilesh Kumar Singh, by faith- Hindu, by caste- Rajput, by occupation- Business, resident of Ganga Sadan, H.E. School Road, Hirapur, P.S.- Dhanbad, Dist.- Dhanbad.
- hereinafter jointly called and referred to as the land owners (which terms or expression unless excluded by or repugnant to the subject or context shall mean and include their respective legal heirs, successors, inheritors, representatives, executors, administrators and assigns) of the ONE PART.

AND

SHRI ARVIND KUMAR SINGH, S/o- Late Manindra Prasad Singh a partnership firm having it's office at- Vir Kuwar Singh Nagar, P.O.- I.S.M., P.S.- Saraidhela, Dist.- Dhanbad, State- Jharkhand, hereinafter as Developers/second party (which terms or expression unless excluded by or repugnant to the subject or context shall mean and include his legal heirs, successors, inheritors, representatives, executors, administrators and assigns) of the OTHER PART.

WHEREAS the members of the FIRST PARTY NO. (1) SMT. REETA SINGH became the exclusive and owner of the land under Khata No.- 170, Mouza No.- 02 (Nawadih), Plot No.- 1129, Area 16.5 dec. respectively being registered Sale Deed No.- 838, dated 12.02.2019 and First Party No.-

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(2) SMT. BINDA DEVI & (3) SMT. SANJU SINGH became the exclusive and owner of the land under Khata No.- 170, Mouza No.- 02 (Nawadih), Plot No.- 1129, Area 16.5 dec. respectively being registered Sale Deed No.- 839, dated 12.02.2019, Total Area-33 dec. within Dist.- Dhanbad, Jharkhand Sub-Registry Office, Dhanbad.

AND

WHEREAS the FIRST PARTY/LAND OWNERS are in exclusive possession with absolute right, title, interest and possession over their respective lands and the lands are free from all encumbrance debts, liens, charges or attachments and in marketable condition and they have in themselves good right, full power and absolute authority to transfer the part of the schedule below and paying the rent in the landlord sheresta the state of Jharkhand and Dhanbad Municipal Corporation.

AND

WHEREAS the FIRST PARTY/LAND OWNERS are desirous of getting the schedule land developed by construction of Multistoried residential building with apartment of flats system.

AND

WHEREAS the DEVELOPER having come to know of the said intention of the FIRST PARTY/LAND OWNERS and approached the FIRST PARTY/LAND OWNERS to develop the said property as mentioned in schedule below at his own cost, liability and responsibility and also as per terms and conditions as agreed upon by the between the parties.

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AND

WHEREAS the FIRST PARTY/LAND OWNERS have agreed and accepted the offers of the DEVELOPER and both the parties have agreed to enter into an agreement for the aforesaid purpose. AND the developer shall give handed over total 35% of total build-up area and super-built up area and car parking space and all common facilities.

AND

WHEREAS in view of the said DEVELOPMENT proposal in the Schedule 'A' properties, the DEVELOPER process to built-up multi-storied building complex with ground to any such floors as may be passed by M.A.D.A. for residential purposes together with other DEVELOPMENT AGREEMENT as per the drawings/plan approved and sanctioned by the town planner M.A.D.A., DHANBAD in lieu of which the DEVELOPER shall hand over to the LAND OWNERS 35% of built-up/super built-up area in ground to last/top floor as well as car parking space for the development of the schedule-'A' property remaining 65% shall be for the DEVELOPER.

AND

- (I) The land owner on completion of the project shall be entitled to 35% built up area including super-built-up area in each floor, parking space in ground floor and individual proportionate land beneath the building undivided proportionate appurtenant land and right in common portion/parts of the multi storied building with all amenities and facilities in common which shall be handed over to them by the DEVELOPER.

1. Ritesh Singh

2. विवेक झा

3. रीतेश



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AND

WHEREAS the DEVELOPER shall arrange all finances and bear all the expenses exclusively for the development of the Schedule 'A' property such as:-

- (I) Expenses towards approval of drawing/plans.
- (II) Cost of entire construction of the multi-storied complex.
- (III) Any other expenses which may be incurred for the development of the Schedule 'A' land.

AND

WHEREAS the parties hereto have decided to reduce the terms and conditions in writing to avoid disputes and misunderstanding. If any which may arise in future.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HEREBY AGREES AS FOLLOWS:-

1. That, the DEVELOPER/PROMOTER shall construct a multistoried building/complex over the Schedule 'A' land at his cost as per the approved/sanctioned plans of the M.A.D.A., DHANBAD.
2. That, the DEVELOPER shall hand over 35% of the total construction/built-up area (as specified before) or equivalent value to the LAND OWNERS of residential flats and car parking space etc. for developing the said land and the balance 65% of the constructed/built-up area shall be retained by the DEVELOPER for sale/gift or otherwise, as the DEVELOPER deems fit and proper.

1. Ritesh Kumar
2. अरुण कुमार
3. अरुण कुमार



That, this agreement for DEVELOPMENT and construction is being made on the express understanding that the DEVELOPER would

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comply with and/or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose all the expenses that might be incurred would be solely borne by the DEVELOPER.

4. That, the DEVELOPER hereby agrees and undertakes to obtain necessary sanction and permission for construction of multistoried building on the premises fully described in the Schedule-'A' of this agreement at his cost and expenditure.

5. That, the consideration having agreed to entrust to the DEVELOPER for the development of their land fully described in the schedule below and construction of the said multi-storied building at the aid premises and in connection there with authorizing the DEVELOPER to exercise the rights, powers, previlages and benefits LAND OWNERS shall give a registered POWER OF ATTORNEY in respect of the Schedule 'A' property to the DEVELOPER or his nominee so that the DEVELOPER shall be able to expedite the development work and sale his shares to the prospective purchaser(s).

6. That, the DEVELOPMENT of the said land in construction of the said multi-storied building would be at the sole risk and expenses of the DEVELOPER and the DEVELOPER would comply with all statutory provisions, rules and regulations in relation thereto.

7. That, all the flat owner will have equitable right, title, interest over the common areas like passage, garden, terrace (Roof-Top) common passage, lift, guard room, generator etc. after the said flat of the

1. KIRANSHI
2. S. S. S. S.
3. S. S. S. S.



multi-storied building are sold to them respectively and after sales of the flats, owners/residents shall from their own committee for the purpose of the proper maintenance of the amenities stated hereinabove.

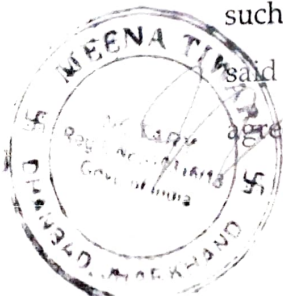
8. That, the DEVELOPER agrees and undertakes that the time is the essence of the contract and the developers shall positively construct and complete the said apartment as per specification within 36 months after getting Sanction Plan from M.A.D.A. from the date of this agreement. However, the period stipulated herein-above may be extended mutually for such period as the parties may deem fit proper. However the LAND OWNERS shall give peaceful possession over the said land in the DEVELOPER by executing POWER in favour of the DEVELOPER who shall proceed for development of the said land.

9. That, the LAND OWNERS will hand over the said Schedule-'A' property along with all the relevant documents to the DEVELOPER.

10. That, LAND OWNERS hereby give permission to DEVELOPERS to enter upon the said property for the purpose of DEVELOPMENT and construction of the multi-storied building.

11. That, LAND OWNERS agree to execute and register the necessary POWER OF ATTORNEY authorizing the DEVELOPER to do all such acts and things that are necessary for the development of the said land for construction of the building and to enter into any agreement with any prospective purchasers and to sale the

1. KIRAN SIMHA
2. विनय देव
3. रीति देव



DEVELOPER's share and presented appropriate deed for registration and admit the execution thereof and to obtain advance booking for apartments or flats to be constructed on the said premises.

12. That, LAND OWNERS agree to sign and execute from time to time applications for lay-outs, construction of the building and other applications necessary to be submitted to the authorities concerned at the request of and at the cost of DEVELOPER.
13. That, LAND OWNERS shall be kept harmless and indemnified from any action, fines, penalties or costs and expenses for any violation of any statutory provisions in relation to the said DEVELOPMENT and construction by the DEVELOPER.
14. That, LAND OWNERS shall not object to any construction or lying of sewerage drainage water-pipes, cable or other provisions made in accordance of the said multi-storied building.
15. That, the DEVELOPER shall be at liberty to generate funds by advertisement/selling/booking/mortgaging of flats of the proposed apartment for the purpose of speedy construction and timely construction/completion of the said apartment as per approved plans and specifications and to such act and action of the developer the LAND OWNERS shall not be in any way responsible.
16. That, the DEVELOPER may take loan or financial assistances from bank/financial institution. However, the payment and recovery of repayment of loan shall be the sole and exclusive responsibility of the DEVELOPER alone.

1. रिजिस्ट्रार
2. बिन्दु देवी
3. सिंगलर



17. That, the DEVELOPER undertakes to obtain all sorts of government, clearances and govt. sanctions from the concerned competent authority for the purposed construction of the multi-storied residential apartment over the schedule land of this agreement.
18. That, the LAND OWNERS shall not be in any manner held liable and responsible for any payment to be made whatsoever to the labourers, workers and staff employed by the DEVELOPER and to any government agencies or any local bodies in respect to the proposed construction over the schedule land of this agreement, and that shall be the sole responsibility of the DEVELOPER.
19. That, the DEVELOPER shall abide the specifications and good quality of the proposed construction of the entire building and both the land owners and DEVELOPER shall strictly abide by the terms and conditions as agreed upon the agreement.
20. That, the DEVELOPER shall be solely entitled for booking and sale of flats in respect of DEVELOPER'S share and to receive the payment in lieu of sale/booking of this proposed apartment built at the cost of the DEVELOPER as this being the cost of the land proposed for construction.
21. That, the LAND OWNERS shall be liable and responsible for any kind of litigation arising out of the land in question from day upto handing over of the constructed flats to the owner.

That, this agreement shall not be effective if any disputes, litigation or legal suit arises out of the lands of the LAND OWNERS and the LAND OWNERS shall be responsible to clear all such disputes stated hereinabove.

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1. Ritesh
Ritesh
Ritesh

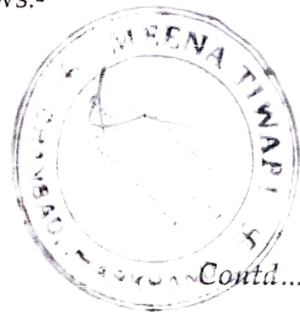
23. That, any dispute or difference between the parties arising out of the mean in construction or impart or this agreement or the rights and liabilities hereunder shall be adjudicated by reference to the arbitration of two independent arbitrators one to be appointed by each parties who shall appoint an umpire at the commencement of the reference and the award of the arbitrator or umpire shall be final and conclusive on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of arbitration and conciliation act, 1996 and it is statutory modifications or reenactment therefore enforced from time to time. This jurisdiction shall only exclusively be of Dhanbad court.

24. That, the LAND OWNERS however shall be liable for any encumbrances/liabilities in respect of the said property created by them during the date of commencement of this agreement and before it or the date of vacation of the property by them and also indemnify the DEVELOPER for any type of future claim made before said agreement against the said property as described in the SCHEDULE below:-

SCHEDULE 'A'

All that piece and parcel of land, total measuring an Area 33 dec. under Khata No.- 170, Mouza No.- 02 (Nawadih), Plot No.- 1129, Area 16.5 dec. of land which is butted and bounded as follows:-

North :- Plot No.- 1078
South :- 40 Feet wide Road
East :- Plot No.- 1128
West :- Plot No.- 1133



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1. Rita Singh
2. विरेंद्र सिंह
3. रीतिका

SCHEDULE 'B'

LAND OWNER'S SHARE total built-up area 35% super built up along with car parking space and all common facility and amenities of the said proposed building. The Developer shall allot as per his desire.

SCHEDULE 'C'

DEVELOPER'S SHARE

Remaining 65% Super Built-up area along with car parking space and all common facility and amenities of the said proposed building.

IN WITNESSES WHEREOF both the parties have signed this instrument on the day, month and year first above mentioned.

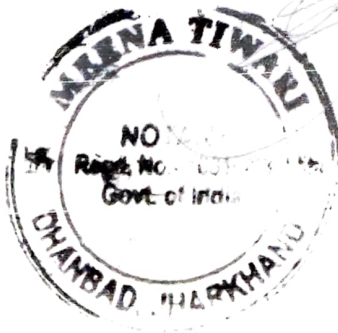
WITNESSES:-

- | | |
|-----------------------|----------------|
| 1. मिथिलेश कुमार सिंह | 1. Rita Singh |
| 2. Pawan Mandel | 2. विन्दा देवी |
| 3. | 3. राजु सिंह |
| 4. | |

LAND OWNERS

1.

DEVELOPER



**ATTESTED
NOTARY DHAMBAD
Authorised**

(5) (1) (a) of the Notaries
Act, 1956 (Act No 53 of 1956)

[Handwritten Signature]

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15/6/2020
15/6/2020 mis