

NOTARY  
DHANBAD



सत्यमेव जयते

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e-Stamp



Certificate No. : IN-JH18870837513315R  
Certificate Issued Date : 12-Jul-2019 01:45 PM  
Account Reference : CSCACC (GV)/ jhcsceg07/ JH-DBSUM0157/ JH-DB  
Unique Doc. Reference : SUBIN-JHJHCSCEG0725307055556261R  
Purchased by : PRIYANKA SINGH  
Description of Document : Article 5 Agreement or memorandum of an Agreement  
Property Description : AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : PRIYANKA SINGH  
Second Party : N A  
Stamp Duty Paid By : PRIYANKA SINGH  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)

SL No. 03 Date 19 APR 2022



-----Please write or type below this line-----

Rajeev Kumar

Om Priyanka Construction

Priyanka Singh  
Proprietor



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Proprietor

Rajiv Kumar

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT MADE ON THIS 12 DAY OF July 2021, AT **DHANBAD**

**BETWEEN**

**MR. RAJIV KUMAR, S/O BAIDHYANATH MALLICK**, by faith Hindu, by profession housewife, resident of Q/NO 81/H, WEST KEBIN RAILWAY COLONY, P.O.- NAYA BAZAR, & P.S.- BANK MORE & dist - DHANBAD, JHAKHAND pin;826001

Hereinafter referred to as the "OWNERS" which expression shall unless it is repugnant to the context meaning there of mean and include her and each of her heirs, administrators, executors of their interest **ONE PART:**

**AND**

**M/s OM PRIYANKA CONSTRUCTION**, represented herein through its propriter

**MRS PRIYANKA SINGH**, W/O SOURABH KR. SINGH, by caste Rajput, by occupation Business, resident of Nawadih, P.O. – B. Polytechnic, P.S. & District Dhanbad, hereinafter referred to as "DEVELOPERS" ( which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, administrator, executors administrators, legal representatives and assigns) of the **OTHER PART:**

Rajiv Kumar



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Whereas the "OWNERS" of the land having survey **Mouza No.: 2, Mouza: NAWADIH, Khata No.: 36, Plot No.: 1056, Khata No.: 50, Plot No.: 1057** Measuring an Area: **8.25 Decimal (5 Kathas)** of Land with compound wall, **P.S. & District: Dhanbad**, Sub Registry office Dhanbad which is butted and bounded as follows:

**NORTH: PART OF THE LAND,**  
**SOUTH: 15' WIDE RASTA ,**  
**EAST: 10' WIDE RASTA,**  
**WEST: PLOT NO. 08,**

The aforesaid land is within Dhanbad Municipal Corporation (hereinafter referred to as the said property) acquired by the "OWNERS". The said "OWNERS" is the absolute owner of the said property and coming in peaceful possession of the same – as exclusive owners having perfect Title and entitled in dealing with the properties according to their sweet will and desire. The said property is fully described in schedule referred hereinafter as "THE SAID PROPERTY" about which the "OWNERS" have not entered in the past any agreement. For sale of "The Said Property", with any party thereof nor has made any agreement with anyone, or any part thereof.

AND WHEREAS the "OWNERS" has decided, to develop the said property through a reputed and experienced developer and on being approached by the "OWNERS" and represented to the developer that the "OWNERS" is the absolute owner of "the said property" and the same in their peaceful possession. Whatsoever, that there is no notice of requisition from the Government authority or authorities in respect to "the said property" and the "OWNERS" have got right to transfer and convey the whole or part of "the said property" to the developers for developing and construction of residential multi-storeyed building on "the said property" on the terms and condition given here under:

AND WHEREAS the "OWNERS" are interested in getting a Multi-storeyed residential/ commercial building developed and constructed on "the said property".

AND WHEREAS the aforesaid "Developers" offered to construct at their own costs a Multi-storeyed residential/commercial building complex on "the said property", more fully described in the "Schedule" (Land without any construction of the "OWNERS") hereinafter referred to as "The Building". And the developers will give after construction of "the building" in the said land **30% share of the total build up area including flats, parking space and any space in any manner to the "OWNERS"**. The specification and the standard of the construction would be according to the "Schedule" separately attached with this agreement.

AND WHEREAS in the, light of above, the negotiations for the same was going on between the "OWNERS" and "DEVELOPERS" and now the "OWNERS" finally decided to give "the said property" for the development to the said "DEVELOPERS" i.e. **M/s OM PRIYANKA CONSTRUCTION**. The developer ensured the owners to develop "the said property" at the costs of the "DEVELOPERS" without putting the "OWNERS" to any losses or damage from anybody after the execution of the agreement.



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**NOW THIS DEED WITNESSETH AND, IT HERE BY AGREED AND DECLARED BY THE BETWEEN PARTIES HERE TO AS FOLLOWS:-**

1. That, the "DEVELOPERS" shall construct residential/ commercial building on the aforesaid property and physical vacant possession of the land described in the "schedule" here shall be given by the "owners" to the "developers" immediately after execution of this Development Agreement.
2. And, as a result of the aforesaid negotiations between the parties and on the representation and declaration made by the "owners" as here in above recorded, an agreement for development of the said property by the "developers" have been arrived at upon the terms and conditions as aforesaid here in after appearing.
3. The "owners" hereby grant to the "developers", the right to develop "the said property" more particularly mentioned in the "schedule" herein under in the manner appearing on the terms and conditions and stipulation in this agreement.
4. That, the "developers" shall appoint an architect for drawing and preparing the plans, designs, drains and elevation of the intended building complex to be constructed on "the said property" including the specification of the works to be done and of the materials to be provided for the said intended building complex of good quality. All expenses to be incurred and fees to be paid to the said architect shall be borne by the "developers". It is further agreed and settled that the "developers" shall develop "the said property" insuring the construction of the maximum permissible floor area ratio (hereinafter referred to as "F.A.R.") and according to the development plan shall be made and submitted to the building sanctioning authority i.e. MADA and if in future there is any change i.e. increase or decrease in the F.A.R. till the completion of the project, the developers and the owners shall have also the proportionate shares in the increase or decrease of the building area as stated above.
5. The "developers" shall submit the building plan prepared by the said architect and agreed by the owners to MADA and other authorities. The plan of the proposed construction shall be submitted to MADA and other appropriate authority, if any, in the names of owners. The "owners" shall sign all relating papers as required by the developers for obtaining sanction of the said building plan on behalf of the owners from MADA and or other authorities, if any and costs and expenses relating to above shall be paid and borne by the developers.
6. The "owners" shall after the execution of this agreement, deliver physical possession of the vacant land for the purpose of construction of the proposed building to be carried out by the "developers" at the cost and expenses of the developers and allow every facility to the developers, their staff, workers, engineer, architect and agents etc. to enter into and utilize the premises of the said property to enable to develop, to carry the various development works as required and stipulated in the Agreement.
7. That, from the date of execution of this agreement cost of litigation if any shall be borne by the "developers" if it is not due to any written commitment of the "owners" to anybody against the constants of this deed either before or after arise execution of this deed or if it is not due to error in title of the land. If any problem due to error in the title



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of the land, the "owners" will be responsible to solve (correction of the error of the land) otherwise the expenditure which will be occurred in between will be refunded with interest by the "owners" to the "developers".

8. That, the parties to this agreement agree to adhere to pre-defined time schedule of constructions as detailed below by the developers, it is agreed that time are the essence of this agreement.
9. That, subject of force majeure clauses that in circumstances beyond the control of the developers the time for the construction will be **3 years** from the date of clearance from MADA or any authorities. The above clause shall be binding on the developer, but the same shall be inoperative if by competent authority the work of the development is withheld or disturbed due to natural calamities in such case the adequate proportionate relaxation has to be granted to the developer and the time of completion shall have to be extended accordingly.
10. That, the developer may sell the owners share if the owners agree and empower them in writing for the same.
11. That, it is hereby expressly and irrevocably agreed and declared by the "owners" that after to delivery of possession of the build up area on prorata basis of the developers as stated above in the said building complex situated over the said property the developers may deal his/ their **70% share of build up area** including flat, parking space and any space in that manner. Including sales or transfer it to buyers or to the person nominated by the developers and/or the society or incorporated body as mentioned in the last proceeding clause and that the owners will have no claim in respect of the proportionate **70% share of the developer** of the flat and build up area allotted to the developer as stated above. The owners will execute and register as per convenience of the proportionate portion of the said property to the developer and for to the society or societies or incorporated body or nominees simultaneously with handing over possession of developer **70% share of the built up area** being the proportionate share of the developers as stated above.
12. That, developer shall be entitled to develop the said property by construction there on one or more building consisting of the flats or dwelling unit's flats.
  - (a) To appoint surveyors, Engineers, contractors workers and other person or persons.
  - (b) To make application to the concerned authorities for obtaining electrical, water and other connection for permit or permits or quote of quotes for cement, steel and other controlled building materials.
  - (c) To accept services of any writ summons or legal process or notice and to appear and represent the owners.
  - (d) To construct building thereon as aforesaid and to enter into agreement for sale or otherwise allotment of tenants of the said building.
  - (e) To give ownership of other basis out of the developers share as indicated in the building complex constructed on the said property to the buyers of purchasers recommended by the developers.
  - (f) The developers may mortgage the developers constructed share of the said property with financial institution for enabling the purchasers of flats/ tenants etc. and owners agree to give consent in writing regarding the developers constructed share



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as stated above for mortgaging the same without affecting title and possession of the aforesaid proportionate share of the owners.

(g) The developers shall be entitled to allot and sell directly or through co-operative society the developer's share **70%** of its prospective buyers and shall be entitled to execute sale deeds in their favour in respect of developer's area as stated above.

13. In case of developers share, if the prospective buyer wants the land owners to confirm the deal, the land owners such sign all much documents (Agreement) but only as confirming parties. The landowner hereby declares:-

(A) That, no notice or notification for requisition or acquisition under the statues for the time being is informed has been received by the owners relating to the said property or any part thereof and the land owners are entitled to develop/or cause to be developed the property.

(B) That, there is no notice or order passed by MADA the DHANBAD municipal corporation, Jharkhand state housing board or and other body of authority for setback therefore and there is no requisition of whatsoever nature by municipality or other body authority relating to be said property or of any part thereof.

(C) That, there are no statutory claims demands attachments or prohibitory orders made by the taxation Authorities/Revenue Authorities or any government or any part thereof.

(D) That, there is no subsisting agreement the developers shall be entitled to revoke the along with the cost of construction of any party done.

(E) That, apart from the owners none else is entitled to or has any share, dispose offal mate with interest in the said property and the owners 1 on binomials or trust less for any one in respect of said property.

14. The land owners hereby irrevocably undertake not to sell, dispose offalmete with the possession the said vacant land or any part there of save and expect putting the developers in possession thereof for the purpose of development pursuant to this agreement during the existence of this agreement but after the construction of the said Multi-storied and allotment of the share as stated above floor-wise of the land owners shall have full right, interest, title and possession over the share of flats and building of the said constructed multi-storied building with full right to sell dispose of the same with regard to their aforesaid proportionate share.

15. The developers may mortgage their share of the constructed saleable areas of the building complex to be constructed on the said property under these presents either appropriate right and interest in the said property that is the land, pertaining to the developers share of constructed area after completion of at least structural works of the building and providing adequate safeguard guarantee to owners to the effect of otherwise to indemnify the rights and title and possession of the owners afore said proportionate shares provided always that any loan and borrowing raised against the security of the said



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property shall be invested/applied exclusively and full in the development of the project and construction of the complex there on to the satisfaction of the owners.

16. It is expressly agreed by the between the parties thereof:-

(A) That the owners shall take all step to transfer the **70%** share of the developers of the saleable build up area in the building complex on completion in favour of the developers and / or its nominee in the manner as aforesaid the cost and expenses of the developers and or its nominee / nominees and fulfilment of all condition stipulated in this development with regard to the said proportionate share of the developers.

(B) That in the event of the land being subject to any betterment changes, relating the development of the property, the developers shall bear and pay the same with prior permission of landowners.

17. The developers shall develop the said property in the name of **M/s OM PRIYANKA CONSTRUCTION** and the entire building construction and the entire building construction including the share of the builders and owners will be named on " \_\_\_\_\_ " and the same shall be borne and met by the developers alone and the developers shall alone be responsible and liable to government, MADA, Municipal and other concerned authorities for the development of the said property and shall along be liable for the loss if any, claim arising from the development of the said property.

18. That owners hereby agree and undertakes to execute in favour of the developers and irrevocable power of attorney for acting for and on behalf of the owners and to do all acts necessary to be done in connection with the development of the said property or otherwise however in relating to the said property and more particularly the said power of attorney shall contain the condition mentioned in clause 5 thereof.

19. All out of pockets costs, charges and legal expenses incidental to this development agreement including the stamp duty and registration charges of the conveyance or conveyances shall be borne and paid by the developers of this or its nominee and nominees.

20. In addition to the rights and interest of the owners over the saleable built up area in the building to be constructed on the said property in terms of this agreement, the owners shall also have and enjoy proportionate right over the saleable built up area which will include corridors, staircases, passageways, lifts, water tanks, reservoirs, generator of room open space and all the common areas and in for structural facilities as all cost of these items are included in the total cost per sq. ft. of floor area.

21. The developers shall strictly comply with the provisions MADA and all other relevant laws and rules and regulation and shall always keep the owners, absolutely indemnified and harmless against the action, claims and demands whatsoever which may arise due to deviation from the said sanctioned plan and/or to violation of the provision of the law relating to the construction of the intended building complex.



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22. The building plan shall include and the developer shall provide for all civil, electrical, plumbing and sanitary works including, installation of underground and overhead compound wall, internal road, sewerage engagements etc. as per specification and identified set out in the plan approved by MADA.

23. The developers shall indemnify the owners in respect of all clauses of damages, compensation or expenses payable to any authorities or person in consequence of any act omission or commission of the part of an person or person or body on the said premises or building whether in employment of the developers or not during the period of construction or otherwise in or upon said premises or building and the owners shall not be liable or the borne to action or proceeding field in respect of much injury brought under the workmen's compensation act or under the provision of any other law.

24. **DISTRIBUTION OF FLATS/COMMERCIAL SPACE:** - it has been agreed between both the parties (owners and developers) that a separate sheet for the distribution of the flats/parking space will be prepared mutually by both the parties after the drawing clearance from the MADA and specification of material sheet will be attached.

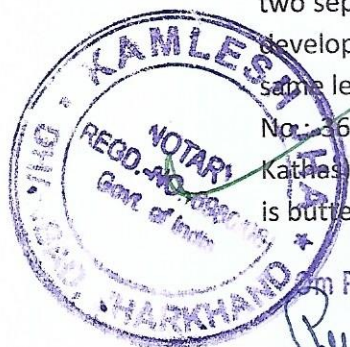
25. The owners will have the right to examine the construction of the said intended building complex from time to time through his agents, architects or workmanship the rate of progress of work the developers shall rectify the defects on receipts from the owners if the same is not rectified the land owners will be entitled to claims damages as shall be decide by the arbitrators appointed by the parties hereof.

26. The construction of the proposed building shall be done according to be architectural specification as given in details as per plan approved by MADA.

27. In case of any deference arising out of relating to the land or construction of the intended building thereon covered by this agreement or relating to the interpretation of any one more of the clauses and condition herein contained or, any matter whatsoever arising out of this development agreement, such differences and disputes shall be settled by a references and disputes to arbitration of three arbitrators to be appointed each by owners shall jointly nominated in the manner following that is one arbitrator nominated by developer and land owners shall jointly nominated a third arbitrator who shall act as the chairman of the board arbitrators and the decision of the arbitrators shall be final and binding on both parties hereof.

28. For the adjustment of only residential part per sq. ft. rate will be RS.1400/- Between owners and developers.

29. That this agreement deed is prepared and typed in duplicate in same carbon process on two separate stamp papers and after its execution the original of this deed will be given the developers and its carbon copy deed will be given to the owners but both deeds shall have same legal value. Whereas the owners of the land having survey Mouza no.2, MOUZA, Khata No.: 36, Plot No.: 1056, Khata No.: 50, Plot No.: 1057 Measuring an Area: 8.25 Decimal (5 Kathas) of land with compound wall, P.S. & Dist. Dhanbad, sub registry office Dhanbad which is butted and bounded as follows;



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SOUTH: 15' WIDE RASTA ,  
EAST: 10' WIDE RASTA,  
WEST: PLOT NO. 08,

The said land under agreement for development is complete vacant and no structure (Temporary or permanent) under boundary wall and 'no trees are standing on the ground'.

(Signature and delivered by the names)

Witnesses:

First party signature:

1. \_\_\_\_\_

\_\_\_\_\_

(Land owner)

2. \_\_\_\_\_

*Rajeev Kumar*

Second party Signature:

Om Priyanka Construction

*Priyanka Singh*  
Proprietor

(Developer)



*[Handwritten Signature]*  
NOTARY  
DHANBAD

*[Handwritten Signature]*  
19/11/2022  
G. K. S. S. S.

Authorised  
J/s 297 (i) (c) of the Cr PC 1973  
Act. No 11 of 1974 & u/s (i)  
of the Notaries Act 1952  
Act No 53 of 1952