

भारतीय गैर न्यायिक

दस
रुपये

10

TEN
RUPEES

Rs.10

INDIA NON JUDICIAL



JHARKHAND

P. Appa Rao
22.8.2015

04A 186

Signed / Put L.A.
in my presence

Date.....
22/8/15

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this the day

22.8.2015 at Jamshedpur: by & Between:-

(1) Sri P.Appa Rao (2) Sri P.Govind Rao Both Son of Late P.Akkulu Rao, by faith Hindu, by Nationality Indian, By cast-, Occupation-Service, resident at- Qr.no:305 Tata Complex colony, P.O & P.S:Gamhariya, Distt: Saraikela Kharsawan in the State of Jharkhand, hereinafter called the **FIRST PARTY** (Which expression shall unless, repugnant to the context including their legal heirs, successors, administrators and representatives) of the **ONE PART**.

AND

M/S **SIDHI VINAYAK HOME MAKERS** (promoters & developers) a partnership firm, having its registered office at 9-A, Road No- 1, Gurudwara Area, P.O. & P.S. Bistupur, held by its partners namely (1)

✓ P. Govind Rao
22.8.2013

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Suraj Kumar Bhadani, Son of Late Jugal Kishore Bhadani,(2) **Smt. Rajani Bhadani** W/O Sri Suraj Kumar Bhadani By faith Hindu, by Nationality Indian, by occupation Bussiness, resident of Geetanjali Complex, Kadma, town Jamshedpur, Distt. East Singhbhum, hereinafter Called the **SECOND PARTY** (Which expression shall unless, repugnant to the context, including his legal heirs, successors , administrators and representatives etc.) of the **OTHER PART**.

WHEREAS, all that piece and parcel of land, area measuring (6.35)Dec. 2750 Sq Ft situated at Mouza Asangi , Thana – Adityapur, Thana No : 126, recorded under New Khata No - 257, Old Khata No.-89, New plot No – 252/under Don –III Land Ward No : 4, Adityapur N.A.C record also the subject matter of this Development Agreement.

AND WHEREAS, all that land area measuring (6.35)dec. 2750 Sq. Ft. of Raiyati Homestead land, situated at Mouza Asangi , Thana Adityapur, Thana No- 126 , recorded under khata No. 257 old Khata-89 ,new plot No –252/under Don –III Land ward No :4 Adityapur N.A.C. Recorded mentioned in the Schedule ‘A’ below have purchased by (1)Sri P.Appa Rao (2)Sri P.Govind Rao S/o Late P.Akkulu Rao, by way of Registered Sale Deed no:629, dated 16/2/96 from his previous owner 1.Shri Shyam pada Mahato 2. Krishna Chandra Mahato 3. Mithilesh Mahato all sons of late Fanibhushan Mahato 4. Manibhushan Mahato 5. Ganesh Chandra Mahato both sons of late Arjun mahato all by caste Kurmi occupation – Cultivation resident of Vill – Uliyan P.O & P.S Kadma Distt –East Singhbhum and after purchase the first party member came in peaceful possession over the same , without any interruption from anybody.

AND WHEREAS the party of the first part are desirous of developing the said land by construction and/or erection of Residential multistoried building over the said plot of land through a Builder, Developer and / or Promoter of JAMSHEDPUR and the Second Party having come to know the intention of the Party of the First Part has approached the party of the first part and offered to construct and / or built multistoried residential building over the said plot of land on percentage basis and/ or outright sale basis and having discussed in the said matter the parties of the first part has finally agreed to offload the entire construction of the proposed



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multistoried residential building over the said plot of land to their Second Party and the Second Party is also willing to construct the same .

AND WHEREAS , the Party here to as to avoid all misunderstanding, legal disputes or complications, if any , between the party including their heirs in future with respect to development of the said land, have voluntarily agreed to execute a proper deed of Development Agreement, on such terms hereafter appearing.

NOW THIS DEVELOPMENT AGREEMENT INCLUDING ALL ITS TERMS HERE BY AGREED BY THE PARTIES AS FOLLOWS :-

1. That the Second Party / developer shall prepare the Building plan along with supporting plans such as structural , Electrical , Sewerage etc. through competent Civil Engineer , Architect and proper Planner and shall get the same sanctioned or approved through A.N.A.C. or appropriate authority at its, their own cost. The plan so prepared if requires during or after sanctioned by the authority may be modified or revised according to the Developer's choice and / or for feasibility of the proposed project.

2. That after passing the building plan, the second party shall forthwith start construction of the proposed building immediate after "**BHUMI PUJAN**" over the said plot of land and will complete the same accordance of the approved plan with all fixtures, fittings and installation within **Three & half yrs** from the date of approval of building plan and the proposed upto **seventh floor** the first party member will get **(4029.5) S.B.A** with (Car Parking) at **Sunrise Enclave, Adityapur** the distribution of the flats will be done on the basis of the sanction of the approved building plan accordingly .

3. That the party of the first part/owners do hereby jointly declare

1) They are the lawful owners of the entire lands described in schedule 'A' hereunder written and there is no other co- shares or co-owners, or co-percenersin of this land, except them, and if any defect arise in future about **right, title**, interest and possession of the first party then first party member will sole responsible for the same.



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- 2) Prior to execution of this development agreement, the party of the first part jointly or severally, have/has not sold, or transferred the schedule 'A' below land or part thereof to any party or same is free from all encumbrances, charges, liens, or mortgages . It should also be noted that the party of the first part have not entered in similar development agreement/agreement for sale to any third party prior to execution of this agreement.
- 3) The party of the first part after signing of this agreement shall deliver the land for proper demarcation and development agreement of the land and shall also allow the second party to display sign board at sight.
- 4) The first party member shall sign the building plan other required documents, revise plan that may be required for the interest of the construction and shall also execute the general **power of Attorney** and other document under conveyance for transferring the proposed flats parking etc to various intending buyers.
- 5) The first party member here by assure the second party to extend all their co-operation for the development of the said land and disposal of the flats, etc and services failing to the share of the second party to the intending buyers.
- 6) In case the party fail to obtain sanction of building plan through notified area committee or any appropriate authority or commence construction at sites due to defect in the title of the party of the first part. Responsibility will go to first party.
- 7) The Second party shall be entitled to raise financial assistance from any Bank, institution, concerns, etc. by way of loan for construction Of Multistoried building over the said plot of land at their risk.



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**2. THAT THE SECOND PARTY / DEVELOPER HERE BY
DECLARES AND COVENANTS :**

- a) The Second party shall construct the proposed building together with flats, parking etc. over the said land as per sanctioned and approved plan of Notified Area Committee or the concern Authority.
- b) The Second party shall arrange for all services, including water , electricity, sewerage , drainage and construct club, gym, community hall , temple ,children park etc in the proposed premises at his own cost.
- c) The Second party shall use all standard materials and fittings.
- d) The Second party shall be entitled to enter in agreements or any other documents with the intending buyers and to receive installments, call money, or part payment or full payments from such intending buyers against construction and disposal of such flats, parking and services, which comes to their shares, save except the owner's allocation .
- e) The Second party shall supervise the proposed construction at site and shall appoint Architect, Labour, skill or unskilled, other expert in civil construction for the proposed construction and shall pay them remuneration and discharge them as and when necessary at their absolute discretion.
- f) Whatsoever expenses that may be incurred towards construction of the proposed building including payments to prepare of building plans, modified or revised plan, labours, purchase of building materials, other fittings, installations, services, etc. all incidental charges and taxes, shall be borne by the second party only.
- g) The parties of the first part shall no way be responsible for payment of any amount for the proposed construction to any part or concern.



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- h) In case any accident occurs or damage or loss take place by theft, or fire at site and/or by any reason by which the parties of the first party shall not be liable answerable.
- i) The second party shall take all responsibilities for the construction of the proposed building at site.
- j) The second party hereby undertakes to construct the entire proposed complex together with several apartments over the said plot of land in phase wise as per sanctioned plan of the proper authority

It is hereby agreed by the second party that the entire project / complex shall be completed in **Three and a half years.**

In order to avoid any misunderstanding between the parties it is hereby agreed that after approval of the Plan / drawings with other specification by the competent authority and before the commencement of construction, the second party shall mark the portion to be completed in three and a half years .

3. THE PARTIES OF THE FIRST PART AND THE SECOND PART DO HEREBY DECLARE AS FOLLOWS :

- a) Neither of the parties shall do anything contrary by which the other may sustain or implicate or involve and / or put in any case loss, damage or proceedings but shall harmless, keep indemnify the other from such incidence, loss & damages.
- b) The second party shall deliver the owner's i.e. the parties of the first part's share of proposed construction (4029.5) S.B.A with (Car Parking) at **Sunrise Enclave Adityapur** on completion of the proposed building as stipulated above.



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- c) And / or the parties of the first part may dispose of their **(4029.5)S.B.A** with (Car Parking) at **Sunrise Enclave Adityapur** and services to various intending buyers, through the second party at their discretion and in that event the second party shall take all steps for marketing and disposal of the same or part thereof to various intending buyers at their choice and shall be entitled to get **6%** commission and remuneration on the sale value that may be determined out of the total amount. The second party, decided and agreed by and between the parties that the proposed **(4029.5) S.B.A** with (Car Parking) at **Sunrise Enclave Adityapur**, to be handed over only after completion of entire project and registration cost will be bear by the second party.
- d) The second party shall construct the building as per specification enclosed in separate sheet and for any other extra construction or alteration or modification or replacement of fittings etc. other than specification shall be borne by the intending buyers and the first party hereof as the case may be.
- e) The second party shall publish in news paper or in any media for disposing of the Developers allocation and / or the allocation of the parties of the first part, if so agreed by them, to the various buyers.
- f) The second party shall be entitled to receive installments and / or to entire agreement with various buyers and to raise funds through buyers or any financial institutions or any source at their discretion and total risk.
- g) The First party hereto execute an irrevocable Power of Attorney to Second Party to register the deed of transfer or sale or deed of conveyance in favour of the intending buyers with respect to the flats, parking etc. to be constructed there on.
- h) In case any of the parties to this agreement expired during the period of construction and / or before completion of the proposed project as stated herein the legal heirs of such deceased person shall be substituted in place of the deceased.



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- i) The parties hereto shall render their best efforts and co-operation to each other for the grand success of the proposed project but in it will never be constituted any partnership between the parties.
- j) The share of (4029.5) S.B.A with (Car Parking) at **Sunrise Enclave Adityapur**, constructed area that may be received by the parties of the first part from the second party shall be deemed to be equal of the land proposed to be transferred by the first party members to the intending buyers of the second party either directly or through the attorney of the second party members.
- k) The party may alter or amend or modify any terms of this Agreement, if found necessary, with the consent of first party.
- l) The party shall be fair and shall abide and honour all terms of this Agreement/and/or any further terms that may be amended.
- m) **JURISDICTION:** The Court of Jamshedpur alone shall have Jurisdiction to try and reaction in all action, its proceedings, arising out of this Agreement.

That the first party as they are the lawful owners of the entire land described in the **schedule-A** hereunder written and there is no other co- share or co- owner or co- percenersin of this land , except then , and if any defect arise in future about **Rights, Title , Interests, Dispute** of any kind or any encumbrances and possession of the first party then the first party member will sole responsible for the same.



SCHEDULE- A

all that land area measuring (6.35)dec(2750 Sq. Ft.) of Raiyati Homestead land, situated at Mouza Asangi, Thana Adityapur, Thana No- 126, recorded under New Khata No. 257, Old Khata No.-89, New Plot No -252/under Don -III Land ward No : 4 Adityapur N.A.C Distt: Saraikela-kharaswan is Bounded as Follows.

EAST:- Road 20'

WEST:- Mr. S. Chowbey

SOUTH:- Road 20'

NORTH:- Mr. Anil Kumar

IN WITNESS WHEREOF both parties have put respective signature on the date, month and year first above mentioned.

WITNESSES

1. *Dudheonwar Singh* *P. Grand R*
22.8.2013
Signature of the First party.

2. *H.K.Rph*

[Signature]

Signature of the Second Party

Recites the signatures of the executants, who signed at L.T.I., in presence of Sri. *A.K. Pradhan* Advocate District Court, Janshedpur and also identified by him

[Signature]
Prasen Kr. Shas
NOTARY
Janshedpur, JCO



Signed / Put L.T.I. in my presence

[Signature]
Date: 22/8/13
Advocate