



झारखण्ड JHARKHAND

A 676122

DEVELOPMENT AGREEMENT

This Development agreement made and entered into at Hazaribag in the State of Jharkhand on this 31.01.2012 day of ...31.5.12... of in the year 2012...

BETWEEN

RENU AGARWAL W/o Sri Suresh Chandra Ram Agarwal resident Chihutiya, P.S. Ganday Dist. Giridih Present address Pindra Kolawari Bit House Kujju Dist - Hazaribag in the state of Jharkhand . Hazaribag, and District sub Registration and Office Hazaribagh here after called and / or referred to as the owner (which expression shall unless it be repugnant to the context or meaning there to mean and include their heirs. Administrators, executors, Legal Representatives and/or Successors - in-interest) of the "FIRST PART".

Hazirib K.R. Sinker
अध्यापक

AND

M/S OMKARA BUILDERS & DEVELOPERS (Pvt.) Ltd. a private limited Firm having its office at Rameshwaram Apartment, Krishana Vihar, Ashokkunj, P.S. Argora, P.O Ashok Nagar, Ranchi, through its one of the Director Mr. Arvind Kr. Sinha S/o Late Nawal Kishore Prasad unless it be repugnant to the context or meaning there to mean and include their heirs, Administrators, Executors, Legal Representatives and/or Successors – in-interest) of the “SECOND PART”.

WHEREAS the above named first party is the absolute owner and hold and have exclusive possession of 13.33 dasimal of land approximately by way of Deed No. 14694 area 6.2/3 Decimal and by way of TS No. 82/97 area 6.2/3 desimal total area 13.33 desimal of Survey Plot No. 419 Khata No. 10 District Hazaribag bounded as below :-

North : Road
South : Land of Gauri Mahto
East : Land of Lalita Devi
West : Land of Kamla Devi

Whereas the owner is and desirous of construction of multi-storied Residential Building Complex on the said property and acquire built up area in the shape of Residential flats consideration for the vale of land of their said property.

Whereas the Developer, party of the second part, is in construction business therefore approached and negotiated at length between the

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parties hereto and on the representation and declaration made by the owners of their perfect and valid title over aforesaid land, this development witnesseth and present which are as follows :-

1. The owner aforesaid of the first part hereby grant to the above said developer who hereby accepts from the owners the right to Develop the said land mentioned in the para 1st above, in the manner appearing hereto on the agreed terms conditions and stipulations written hereunder.
2. The owner irrevocably agree to convey, transfer and/or assign, to the developer undivided share in the said property at and for consideration and on the terms and conditions mentioned thereafter.
3. The owner as consideration for the entire area of 13.33 dasimal at as of land to be conveyed/transferred to the Developer wherein Residential Multistoried Building is to be constructed by the Developer at his cost and agrees to accept of the total built up areas as approved by Municipal Corporation, Hazaribagh which the Developer shall deliver and give possession to the owner and the same shall hereinafter be called the owner's area (share). The owner's area is selected by the owner and is clearly identified and demarcated in Red on the plans to be annexed after approval from HMC hereto avoid any future ambiguity and confusion between the parties. Without any prejudice to either party the agreed consideration of of the total built up area to be approved by municipal corporation. Hazaribagh to the owner against this transfer

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Approved by S. S. S. S.

(Signature)

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of land for Development to the Developer is the essence of this Development Agreement.

4. A. Owner's Area of 33% of Built up area approved by Hazaribagh Municipal corporation as per annexed drawings.
B. Similarly , the balance 67% of the total built up area to be approved by Hazaribagh Municipal Corporation shall belong to the developer and shall hereinafter be called the Developer's Area (Share) to which Developer alone shall be entitled. Thus, the Developer's Area consist of as per drawings annexed herewith.
5. The owner shall also be entitled to 33% of the total parking space which the owner have select and identified in Red in the plan annexed hereto and which shall be known as the owner's parking Area. The balance 67%. of the parking area shall be the part of Developer's Area.
6. If the actual built up area finally given to the owners exceeds the area approved by the Municipal Corporation then the owner and developer will be liable to pay for the excess area as per settle by the both party .
7. Similarly, if the actual built up area finally belonging to the Developer exceeds of the total super built up area as per "the Building Plan" then the Developer will be liable to pay for the excess and developer will be liable to pay for the excess area as per settle by the both party.
8. The owner both hereby entrust, hand over and give a registered revocable power of attorney to the developer to develop the said property and

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construct multi storied building thereon containing dwelling units in accordance with the plans and specification annexed herewith.

9. At no time the owner or the Developer directly or indirectly through their respective nominees or any other authorized agent or any other authorized agent or any agency demand revision of the terms and conditions already agreed as aforesaid or demand further sum or premium, or any reduction or addition of the Built up area and any interest in any dealings, sale of the respective Built up Areas and shall execute all such deed(s) or documents as may be required by the owner and by the Developer in this regard.

10. Whereas it is agreed that the Developer shall use materials of good & standard quality in construction as well in finishing of the building as per technical specification attached and jointly signed by both the parties.

11. a) It is hereby expressly, irrevocably and irretrievably, agreed and declared by the owner and also by the Developer and/or its nominees that after execution of this development agreement the agreed respective Built up areas of the two parties in the proposed building or buildings and the parking areas provided herein above shall form consideration in lieu of the aforesaid property agreed to be conveyed by the owner to the developer and also in lieu of the developments done by way of construction and other related activities by the developer and or its nominees.

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Handwritten signature: K.R. Sinha

Handwritten signature: 31st Oct

b) Immediately after the execution of this Development Agreement, the Developer shall proceed expeditiously with preparation of the plans and drawings for the said building to be submitted to Municipal Corporation Hazaribagh for approval.

12. The owner shall solely and exclusively be entitled to the Owner's Area and there he shall have the absolute rights, title and interest over the owner's area and shall be fully entitled to use and enjoy the same either themselves or collectively or shall be fully entitled to transfer, convey, grant, otherwise alienate their interest or in any manner as deemed fit by them to any person. Association of persons, firm body corporate Societies, Govt. Agencies. Etc. on such terms and conditions a may be decided by the owner individually and/or collectively or by their nominees.

13. The Developer and/or nominees shall solely and exclusively be entitled to the Developer's Area and they shall have the absolute right title and interest over the Developer's Area and shall be fully entitled to use and enjoy the same either themselves. individually or collectively or shall be fully entitled to transfer, convey, grant, otherwise alienate their interest in any manner as deemed fit by them to any person. Association of persons, Firm, Body Corporate. Co-operative societies. Govt. Agencies. Etc. on such terms and conditions as may be decided by the Developer and /or its nominees individually /or collectively.

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Ravi Kumar Sarda
Director

26/5/2018
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14. If any levy is imposed by the Municipal Corporation or any other public body or Bodies or the Government for the Development/betterment of the area in which the said property is located or any other levy becomes applicable on the said property or the building thereon during the construction of Project then the same shall borne by the Developer only.
15. The owner and the Developer agree that the Developer shall under under no circumstances sublet the present contract/ Development Agreement hereby executed. In the event of the Developer doing the same, the owner shall forthwith terminate this Contract / Development Agreement. All works executed to such stage shall become exclusive property of the owner.
16. It is hereby clearly agreed and accepted between the two parties that the time of completion of the construction and handing over of the Owner's Built up Area will be two and half year (2½) from the date of agreement possession of plot with grace period of six months. however, in case the completion of the project get delayed due to reasons beyond the control of the Developer, like Force Majecure of Fire, or Earthquake or any other inevitable causes like accident or strike or civil commotion or any other act of God then so much time as it will be lost will be further added to the period of 3 years completion time subject to maximum of six months, and the owner will be handed over his Built up Area accordingly.

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14/10/2017 K.S. SINGH (Director)

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31/10/2017

17. In all transfers/conveyances of land and / or built up area the purchaser (s) transferee (s) shall bear the cost of stamp duty. Court Fees and other Registration Charges as applicable.
18. The Owner and / or his heirs and the Developer and / or its nominees shall jointly be entitled to all permissible future vertical and / or horizontal development / exploitation of the said property and the said building thereon and the construction, sharing, owing and selling of all such additional Built up area. Shall be owned in the same proportion and on the same terms and conditions of this agreement.

This Development Agreement shall not ever be deemed to constitute a partnership or any other sort between the two parties hereto.

19. That owner hereby declare :-
- a) That no notice or notification for acquisition under the status for the time being in force has been received served or issued affecting the said properties or any part thereof and owner are entitled to develop and / or cause to be developed the said entire properties.
 - b) That no notice of order passed by the Municipal corporation. Hazaribagh or any other body or authority for setback or either acquisition of the said properties or any part thereof has been served on the owner.
 - c) That there are not statutory claims, demand, attachment or prohibition. either of Municipal authorities concerning or affecting the properties or any part thereof.

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17/11/2018
S/N KA
(Director)

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- d) That there are no attachments either before or after judgment and there are no claims, demands, suits, decrees, injunction, orders made or issued by or at the instance of any part thereof.
- e) that apart from the Owner none else is entitled to have any share right title or interest in the said properties or any part thereof either as partner of any partnership or co-partner in any joint family or otherwise and that the owner is not the benamidars or trustees for any area in respect of the said properties the maintenance and up-keep thereof any funds of the joint family.
- f) That the owner hereby undertake not to sell, dispose, alienate the said land or any part thereof save and except putting there developer in possession thereof for the purpose of Development pursuant to this agreement with the ultimate object of granting conveying and transferring the properties to be developed as aforesaid by the Developer and further undertakes not to do any act deed matter or thing as shall be in contravention of the declaration made by him in the preceding clauses.
- g) In any event the owner without prejudice to forgoing declarations agree and undertake to remove all obstacles and clear all outstanding debts or defects if any prior agreement.
- h) It is agreed that in all transfers / conveyances of land and / or built up area the transferee / purchaser shall bear the cost of stamps duty court

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fees and other registration charges including other legal expenses in course of development.

- i) That except in accordance with the terms and conditions of this deed the owner shall not take steps to dispose the developer or his men provided the construction work is carried on and completed in terms of this development agreement and the owner will be bound to execute and register the sale deed or the absolute transfer deed or deed of release as stated herein and in case of failure to do so. the developer will have all right to get the sale deed executed and register through the process of the court at the cost of the owner and the owner will have no objection or plea to refuse or object to the execution and registration of the sale deed.
- j) The Developer further entitled to mortgage the said of super build up area along with undivided share of land to any financial institution / Bank in order to raise funds to complete the project as per the schedule. the Developer shall have no right to assign / mortgage the Owner's Allocation of at any cost.

20. That it is agreed upon between the Owner and of the residential flats as the Developer and / or their nominees and allottees and will bear maintenance charges if any and will obey all terms and conditions of this Agreement.

21. In the event of any dispute or differences arising under the present agreement or the meaning or scope thereof and other dispute or

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Pravin K.R. SINKA
Director

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differences what-so-ever arising pursuant to the present agreement shall be referred under the Arbitration Act 1940, with a common friend to whom the parties jointly consented, appointed as Arbitrator under the present Agreement.

It is hereby mutually agreed between the Owners and the Developer's that the name of the complex shall be

In witness whereof the parties hereto set their hands on the day month and year mentioned as above :

Witness :

1. Gudra
2. Ajay K. Singh

Signature of the Owner

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Arvind K R Bink

Signature of The Developer ^(Director)

GENERAL SPECIFICATIONS

1. Foundation : R.C.C foundation as per details of structural consultant.
2. Structure : R.C.C framed structure as per design and details of structural consultant.
3. Brick Work : All brickwork shall be of 1st class brick with cement mortar 1:5 and 1: 6 as required .
4. Door frames : 5" x 2½" thick soft wood with one coat of primer and two coats of synthetic enamel finish.
5. Window frames : 5" x 2½" thick soft wood with one coat of primer and two coats of synthetic enamel finish.
6. Door Shutters : 32 mm factory made flush shutters with one coat of primer and two coats of synthetic enamel paint. Godrej Lock to be fitted in main door and bed Room doors shall have aluminum aldrops and tower bolts etc.
7. Window shutters : 3½" x 1½" Panel shutters fitted with glass and painted with two coats of synthetic enamel paint window grills fitted in frames.
8. Flooring : White and grey cement (50:50) mosaic tiles flooring in all areas of flat except in kitchen and bathroom where the flooring shall be done with marble tiles.
9. Kitchen counter slabs : Marble slab top and dado upto 2' height on wall and steel

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Arvind K. S.
Director

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10. Bathroom : White ceramic tiles up to 5' height in bathroom wall hot and cold G.I. Pipes in all the bathrooms. (Sanitary fittings of Cers / Parrywar / Hindustan make in white color. All G.I. fittings shall be chromium plated of essco make).
11. Electrical work : All wiring concealed through P.V.C. pipes and switch plates shall be Anchor make.
12. Intercom : Intercom facility to every flat.
13. Internal Wall finish : Plater of Paris finish in walls and ceilings.
14. Water supply : 24 hrs. water supply from Deep Bore well (360" deep)
15. Lift : four passenger ISI quality use.
16. Generator : Adequate capacity to run lift pump and common area lights.
17. TV & Telephone Points : TV point and telephone point in each flat.
18. Exterior wall finish : ISI quality exterior wall finish
19. Aluminum fitting : Handles, Tower Bolts, Aldrops in all doors & windows wherever necessary
20. Stair case : Flooring shall be made mosaic tiles.
21. Stair Case Railing : Steel Railing with wooden top painted with synthetic enamel paint.
22. Motor and Pump : Adequate capacity submersible pump shall be provided.

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Anil Kumar Sinha
(Director)

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