

SILVE OF JHARKHAND

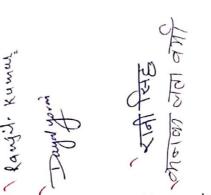
SILVE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 23rd DAY OF FEBRUARY ,2015 AT SERAIKELLA/JAMSHEDPUR,

BY & BETWEEN

Mrs. Rani Singh, W/o. Mr. Angad Kumar Singh, by Faith-Hindu, by Oste-Rajput, by Occupation-Housewife, by Nationality-Indian, resident at Hari Om Nagar, Road No.-2,P.S-Adityapur-1,P.O & P.S-Adityapur, District- Seraikella- Kharsawan, State of Jharkhand, and



(2)Mrs. Kanaklata Verma, W/o.Mr. Vijay Kumar, by Faith-Hindu, by Caste-Kayastha, by Occupation-Housewife, by Nationality-Indian resident at R.C-9,New Housing Colony, Dindli, P.S-Adityapur-1, P.O. P.S-Adityapur, District- Seraikella- Kharsawan, State of Jharkhand hereinafter called and referred as the LAND OWNERS/FIRST PARTY (the term first party shall unless excluded by or repugnant to the subject or to context mean or meaning thereof deemed to be aforesaid first party and include their/his/its legal heirs, successors, executors, legal representatives and assignees) of the ONE PART.

AND

"GOLDEN HERITAGE.", represented by it's Partners (1) Ranjit Kumar, S/o. Sri. R.P.Sharma, by Faith-Hindu, by Caste- Bhumihar, by Occupation-Business, by Nationality-Indian AND (2) Dayal Gorai, S/o.late Dhiren Gorai, by Faith-Hindu, by Caste- Teli, by Occupation-Business, by Nationality-Indian office situated at Road No.-1, Tata-Kandra Main Road, Qr. No.-2/2-4, Near - Aakashwani Chouk, Opposite-Durian Show Room Adityapur-1,P.O and P.S-Adityapur, District- Seraikella- Kharsawan, State of Jharkhand hereinafter called and referred as the DEVELOPER'S/BUILDER'S/SECOND),PARTY'S (the term Second party members shall unless excluded by or repugnant to the subject or to context mean or meaning thereof deemed to be aforesaid Second party and include it's legal heirs, successors, nominee, executor, legal representatives and assignees) of the OTHER PART.

NATURE OF DEED :- DEED OF DEVELOPMENT AGREEMENT

Development Agreement for construction and development of Residential Units thereon as per schedule"A" as mentioned below of this Agreement within the District Seraikella-Kharsawan, P.S & P.O-

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Adityapur, Under Ward No.-4, now New Ward No.-2, A.N.A.C, as per the terms of this agreement.

TITLE INDENTURE :-

DETAILS OF LANDS OF SMT. RANI SINGH

A PIECE AND PARCEL OF MEASURING AREA OF 15.5 DECIMAL, at Mouza - Asangi, Adityapur, A.N.A.C, Ward No.-4, now New Ward No.-2, Thana No.-126, Khata No.-New-81, corresponding to Old Khata No.-10, Plot No.- New-288(P), 289(P), corresponding to Old Plot No.-64(P), 63(P), within P.S- Adityapur, District: Seraikella-Kharsawan.

North

Road

South

Portion of survey Plot No. 288

East

Portion of survey Plot No. 289 & 288

West

Survey Plot No. 289 & 288

DETAILS OF LANDS OF SMT. KANAKLATA VERMA

A PIECE AND PARCEL OF MEASURING AREA OF 15.5 DECIMAL, at Mouza - Asangi, Adityapur, A.N.A.C, Ward No.-4, now New Ward No.-2, Thana No.-126, Khata No.-New-81, corresponding to Old Khata No.-10, Plot No.- New-288(P), 289(P), corresponding to Old Plot No.-64(P), 63(P), within P.S- Adityapur, District: Seraikella-Kharsawan.

North

Road

Soluth

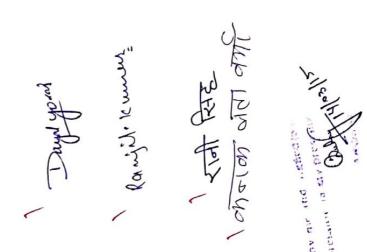
Portion of survey Plot No. 288

East*

Portion of survey Plot No. 289 & 288

West

survey Plot No. 266



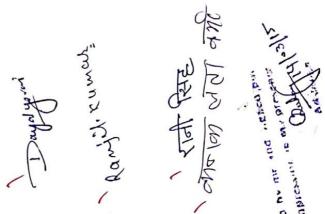
DEFINATION

(A) PROPERTY:-Shall mean and include the entire land schedule "A" mentioned hereunder of this agreement.

- (B) OWNER ALLOCATION:-it Shall mean and include only 40% of the entire constructed Area out of total sanctioned drawing area over the schedule "A" below landed property together with 40% car parking space out of total car parking space together wuth parking space at basement area and the entire Area to be developed by the developer as per the sanctioned plan described in Schedule "A" mentioned hereunder of this Agreement.
- (C) DEVELOPERS ALLOCATION:- Shall mean and include all that 60% of the entire constructed Area together with 60% car parking space out of total car parking space save and except the owners allocation aforementioned and the developer agrees upon to develop or construct over the schedule "A" property Multistoried Building to be constructed over the said plot of land mentioned in schedule "A" below together with parking space at the basement area with all common service, amenities, lift facilities and advantages etc.

(D) SPECIFICATION:-Shall mean standard materials ,fixtures and fittings to be used for the construction and design.

And Whereas the Second party's are a reputed Builder and Developers and running their Business in the name and style of "GOLDEN HERITAGE." having its office situated at Road No.-1, Tata-Kandra Main Road, Qr. No.-2/2-4, Near - Aakashwani Chouk, Opposite-Durian Show Room Adityapur-1,P.O and P.S-Adityapur, District- Seraikella- Kharsawan, State of Jharkhand approached the first party for developing and constructing a residential Multistoried Building over the schedule "A" plot, first



party agreed to the offer of the second party's to develop the said plot on following terms and conditions:-

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

- (1) That, the Developer / Builder / Second Party during the construction of proposed Building is entitled to receive consideration amount against Developers Allocation from their prospective purchaser/s.
- (2) That, the First party shall execute and register a General Power of Attorney in favour of the Second Party's in respect of the property mentioned in schedule "A" below stipulate various powers conferred therein for the construction of the Building by the Second Party's and the Second Party's shall be entitled to receive consideration amount, advances and installments from the prospective purchasers against the Developer Allocation mentioned in the schedule "C" below.
- (3) That, the Second Party is ready to pay a sum of Rs. 2,50,000/-(Rupees Two lacs fifty thousand only) each to the First Party through Cheque No's 370398 dated 20.10.2014, payable at Canara Bank, Sakchi Branch to the Kanaklata Verma and Cheque No's 201925 dated: 20.10.2014, payable at Andhara Bank, Sakchi Branch to (the Rani Singh the respective first party members) as refundable token amount at the time of execution of this agreement out of total refundable token amount of Rs. 20,00,000/- (Rupees Twenty Lacs only) and the rest token amount of Rs. 15,00,000/- (Rupees Fifteen Lacs only) shall be paid by the Second Party to the First Party at the time of registration or execution of Power of Attorney.

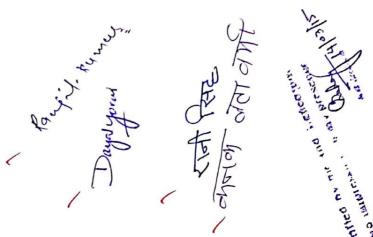
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(4)That, the first party / land owners does hereby declare and covenants:-

- a) The Owners/first party is the only lawful owner of all that property mentioned in schedule "A" below and there are no other co-shares of the said property, except the first party member as named herein above.
- b) The first party/Owner has mutated his/her/their names in the records of the landlord in the records of the landlord in his/her/their names after sanction of the plan by the competent authority she will immediately hand over peaceful vacant possession of the said plot to the second party's / Developers and also hand over the registered Power of Attorney in favour of Developers.
- c) That, the premises more fully described in schedule "A" below is free from encumbrances, liens or charges or any litigation/s whatsoever.
- d) That, the Owners prior to execution of the agreement have not sold, transferred, conveyed, execute into any Sale Agreement or parted with the schedule "A" property in favour of any third party either in full or in part, either jointly or separately whatsoever. That, the Second party undertakes to follow and abide all rules and regulations of the building plan relating to the terms and laws of AIADA/ANAC during the period of proposed construction as are and shall be applicable.
- f) That, the Second party undertakes to manage and take care of the premises including all materials of loss or damage of any materials at site by theft or fire and/or in case of any accident or mishappening occurs during the period of proposed construction, the responsibilities, shall be shouldered on the Second party alone and the first party under no circumstances shall be held liable.



common area or common space then he is bound to take Permission/N.O.C in written from the Developer/Builder.

- (5) That the Developers / Second party's hereby declare and covenants
 - a) The second party's / Developers shall construct the proposed Building over the lands described in the schedule "A" below strictly according to the sanctioned plan approved by the competent authority within 30 months from the sanctioned of map or ground braking it may be extended by six month without any condition and if any delay caused due to natural calamities and paper/document preparation and or local hindrance /legal difficulties then both the parties mutually settled or extend the period as above mentioned.
 - b) The second party's /Developers shall construct the Multistoried Building over the schedule "A" land after demolishing the existing structure (if any) as per approved plan.
 - c) The second party's /Developer shall arrange for proper water lines, fixtures, fittings, installations of Electricity.
 - d) The second party's /Developers shall be entitled to enter into any agreement or agreements with any intending purchaser/s and to receive any consideration amount, installments call monies either in full or in part from such intending buyers against the Developers Allocation mentioned in schedule "C" below.
- e) The second party's/Developers in general shall be authorized to Agents, Supervisors, etc. and shall also be authorized discharge the person and when necessary Cmanage and supervise the affairs of constructions by appointing Skilled/Un-Skilled Workmen,
 - f) Whatsoever cost and expenses that may be incurred towards construction of the proposed Multistoried Building including Flats,

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Parking Space, installations of all services like water, Electricity Wiring, Sewerage etc., Building Plan, Revised Plan Payments to Workmen, Cost of materials, fixtures, fittings etc shall be borne by the Developers/Second party's. but the installation of electricity from JUSCO shall be collected by the prospective buyer or buyers save and except Owners Flats and /or all related expenses in connection with the proposed construction shall be borne by the Developers/Second party's but the Sales Tax, Service Tax and lesser Charges like construction of Temple, park etc. shall be collected by the prospective buyer or buyers.

g) The second party's /Developer shall complete and finish the proposed construction of Multistoried Building within 24 months from the date of ground breaking ceremony at the proposed site, however the construction work may be delayed by the act of God, Turmoil, Riot, War, which may be beyond the control of Human being.

That the rights and obligations of both parties:-

The matter relating to project shall be the subject to the Jurisdiction of Civil Court, Seraikella, at Seraikella - Kharsawan in case of any dispute arises between the parties.

In the event of failure by the Developers /Second Party's to complete the project as per terms and conditions mentioned in this agreement then the matter will be settled with due consent of the parties and after that only the parties take shelter before the court. The second party shall be at liberty to publish the advertisement in the news paper for the Developers allocation inviting booking from the intending purchasers.

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k) That for the convenience of both the parties, this Agreement has been typed in two copies in original by computer printing machine and each party shall keep one original copy.

SCHEDULE-A

DETAILS OF LANDS OF SMT. RANI SINGH

A PIECE AND PARCEL OF MEASURING AREA OF 15.5 DECIMAL, at Mouza - Asangi, Adityapur, A.N.A.C, Ward No.-4, now New Ward No.-2, Thana No.-126, Khata No.-New-81, corresponding to Old Khata No.-10, Plot No.- New-288(P), 289(P), corresponding to Old Plot No.-64(P),63(P),within P.S- Adityapur, District : Seraikella-Kharsawan.

North

Road

South

Portion of survey Plot No. 288

East

Portion of survey Plot No. 289 & 288

West

survey Plot No. 289 & 288

DETAILS OF LANDS OF SMT. KANAKLATA VERMA

A PIECE AND PARCEL OF MEASURING AREA OF 15.5 DECIMAL, at Mouza - Asangi, Adityapur, A.N.A.C, Ward No.-4, now New Ward No.-2, Thana No.-126, Khata No.-New-81, corresponding to Old Khata No.-10, Plot No.- New-288(P), 289(P), corresponding to Old Plot No.-64(P),63(P),within P.S- Adityapur, District : Seraikella-Kharsawan.

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North

Road

South

Portion of survey Plot No. 288
Portion of survey Plot No. 289 & 288

East West

survey Plot No. 266

SCHEDULE-B

OWNER ALLOCATION

DETAILS OF FLATS OF SMT. RANI SINGH

All that 20% of entire constructed area, out of total sanctioned drawing area, the Flat No's. are given below:-

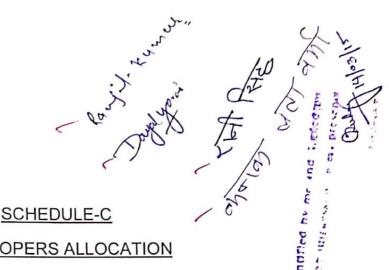
(First Floor-A8 "3 BHK"), (Second Floor B4 "2 BHK", B1 "3 BHK") (Third Floor-C6 "2 BHK", C8 "3 BHK") (Fourth Floor-D4 "2 BHK", D1 "3 BHK") (Fifth Floor E6 "2 BHK") with 40% car parking space except the part of Developers allocation of the proposed Residential Building situated over the land and basement area and area as mentioned in Schedule" A" above.

DETAILS OF LANDS OF SMT. KANAKLATA VERMA

All that 20% of entire constructed area, out of total sanctioned grawing area, the Flat No's. are given below:-

(First Floor-A7 "3 BHK"), (Second Floor B3 "2 BHK", B2 "3 BHK")

Third Floor-C5 "2 BHK", C7 "3 BHK") (Fourth Floor-D3 "2 BHK", D2 "3 BHK") (Fifth Floor E5 "2 BHK") with 40% car parking space except the part of Developers allocation of the proposed Residential Building situated over the land and basement area and area as mentioned in Schedule" A" above.



DEVELOPERS ALLOCATION

All that 60% of entire constructed area, out of total sanctioned drawing area, the Flat No's. are given below:-

(First Floor-A3 "2 BHK",A4 "2 BHK",A5 "2 BHK", A6 "2 BHK"A1 "3 BHK",A2 "3 BHK"),(Second Floor B5 "2 BHK",B6 "2 BHK",B7 "3 BHK",B8 "3 BHK")(Third Floor-C3 "2 BHK",C4 "2 BHK",C1 "3 BHK",C2 "3 BHK")(Fourth Floor-D5 "2 BHK",D6 "2 BHK",D7 "3 BHK",D8 "3 BHK")(Fifth Floor E3 "2 BHK",E4 "2 BHK",E1 "3 BHK",E2 "3 BHK",E7 "3 BHK",E8"3BHK") with 60% car parking space except the part of Owners allocation of the proposed Residential Building situated over the land and basement area and area as mentioned in Schedule "A" above.

SPECIFICATION OF THE MATERIALS:-

design as per specification of Structural consultant, Exterior brickwork would be 9" & internal wall would be 4.5" thick.

- 2. Wall finish: Internal plastered surface finishing will be with J.K.Wall Putti and exterior finished with Snocem / Nerolec/
- 3. Cement : Lafarge Concreto/ Birla Gold/ ACC /ULTRTECH,

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4. Rod

Tiscon/Jindel/sell

5. Window

Fan Star India M S Design Door,

6. Flooring

Internal Tiles-Somani/Nitco/Kajaria.

7. Kitchen

Floor would be vetrified Tiles with 6" high skirting, Cooking counter will be of Tiles with 2" high with glazed

tiles on dedo of size min. 6"*6".

8. Toilet

Toilet will be Vetrified Tiles Flooring and Wall.

9. Electrical

Heavells/R-Cable/Ancor.

10.Kitchen

One light, One 15 Amp Plug Point & One

Exhaust Fan Point.

11 Toilet

One light Point & One Exhaust fan Point.

12. At Entrance:

One Calling Bell Point. 10.

13. Sewerage:

Septic Tank.

10. Water Supply:

Round the clock water supply from overhead

tank through bore well.

11. Water Line:

Jindel or parler,

12. Out Line :

Prince PVC/Tuff Plas PVC

13. Doors

Main Door-Self Laminated, Rest Door's-

Plywood Flush Door,

14. Railing

Stainless Steel (Stair)

15. Other Fixture/Fittings: I.S.I Mark.

16. Lift

Otis or parler,

\$7. Generator Supply: Power back up of 300 Watts in Each Unit & Power Back Up in Common Area, Water Pump.

All the building plans, layout specification etc. are tentative subject to variations and modification as decided by the Land Owner/ Developer with mutual consent of each other.

Certified that, this Development Agreement shall be executed in Triplicate in three copies and each one copies shall be retained with each of the parties.

In Witnesses whereof both the parties have set their respective hands on the day, month and year aforementioned in presence of the न नामक लता नगी following witnesses;

Witnesses:-

(1)

Signature of the First party

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Signature of the Second party

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NOTARY K. M. MAHATO saikella Khamawas Note: All the building plans, layout specification etc. are tentative subject to variations and modification as decided by the Land Owner/ Developer with mutual consent of each other.

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Witnesses:-

(1)

Signature of the First party राजी सिंह कम्ल ज्या नुगरि

(2)

Signature of the Second party

ADVOCATE.