

भारतीय गैर न्यायिक

पचास  
रुपये  
रु.

FIFTY  
RUPEES  
Rs.50



भारत

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

20 APR 2015

SI No. 172 Date

झारखण्ड JHARKHAND

C 048511

NOTARY  
DHANBAD

निवासी  
असिका

**DEVELOPMENT AGREEMENT**

This Agreement made this the ...<sup>20<sup>th</sup></sup>...the day of ....April....., Two Thousand Thirteen BY AND BETWEEN :-

**Mrs. NISHA OJHA, W/o Mr. Manish Kumar Ojha**, by faith Hindu, by Cast-Brahmin, by occupation- House wife, Resident of C/o Nand Kishore Pandey, Pandey Ghar, Saraidhela, P.O. & P.S.- Saraidhela, in the District of Dhanbad (Jharkhand) called the representative of the land owner (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representative and assigns) of the **ONE PART.**

**AND**

**M/S Surya Realcon Pvt. Ltd.**, represented by its Director **SRI SUMIT KUMAR SINGH, S/o Sri Harendra Prasad Singh**, having its registered office at 106LA, Rameshwar Bhawan, Main Road Saraidhela, Dhanbad, Jharkhand (India) hereinafter called the Developer (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representative and assigns) of the **OTHER PART.**



For Surya Realcon Pvt. Ltd.

*Sumit Kumar Singh*  
Director



धनबाद कोषगार से निर्गत

S.No... 290 Date 9/4/13  
Name... Sudiya Realcon Pvt Ltd.  
S/o, W/o...  
At... Saraudhela  
P.S...  
Value of Stamp... 50/-  
Through... Sumit Singh  
Part of Stamp... 50/-

कोषगार पदाधिकारी  
धनबाद

Ashish Kumar  
S.M. Branch, L. No. 185/92

DEVELOPMENT AGREEMENT

This Agreement made this the 9th day of April 2013 between  
Said BY AND BETWEEN :-

Mrs. NISHA GUHA, W/o Mr. Manish Kumar Ojha, by late Hindu, by East-Brahmin, by  
occupation-House wife, Resident of C/o. Kishor Pandey, Pandey, Saraudhela, P.O.  
& P.S. - Saraudhela in the District of Dhanbad (Jharkhand) called the counterparty of the land  
owner (which expression shall unless excluded by or agreement to the contrary be deemed to  
mean and include their heirs, successors, administrators, legal representatives and assigns) of the

ONE PART

AND

M/S. Surya Realcon Pvt. Ltd., represented by its Director SRI SUMIT KUMAR SINGH,  
No. 31, Harindra Prasad Singh, having registered office at 1001 A, Gangadhar Bhaban,  
Main Road, Saraudhela, Dhanbad, Jharkhand (India) hereinafter called the Developer (which  
expression shall unless excluded by or agreement to the contrary be deemed to mean and  
include their heirs, successors, administrators, legal representative and assigns) of the OTHER

For Surya Realcon Pvt. Ltd.

Director





अभि  
17/11

Whereas the land which is more fully described in the schedule below of Khata No.- 40 & 66, Plot No. 80, 59 & 57, Area 16.50 Dec., Mouza- Karmatand, Mouza No.- 15, vide sale deed no. ...2679..... date ...09/04/2013..... in the name of vendor.

**Mrs. NISHA OJHA W/o Mr. Manish Kumar Ojha**, Khata No.- 40 & 66, Plot No. 80, 59 & 57, Area 16.50 Dec., Mouza- Karmatand, Mouza No.- 15 has agreed to develop the plot with apartment.

**Whereas** the party of the one part hereto is the exclusive and absolute owner of the property full described in the schedule of this Agreement by exercising diverse acts of ownership and possession. The land is free from all encumbrances and is fit for construction of the proposed building on the land in question and also there is no dispute as regards rights of land as and the owner to have the responsibility to keep the developer indemnified all the times and if any dispute arisen within the family. If there will be any dispute regarding land, the land owner will be totally responsible. The land owner has agreed to give the builder all the papers of land in original (Deed with key plan & site plan, certified copy of mutation, Khatian or Teris & current rent receipt) at the time of agreement.

**AND**

Whereas the developer have agreed to develop the said land and to construct a multistoried building minimum B+5 with apartments and flats system with object of selling such apartment of flats.

**Now these presents witnesses and the Parties hereby agreed as follows :-**

1. That, this agreement for development and construction is being made on the express understanding at the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer.

2. That, the Developer hereby agrees and undertakes to obtain necessary sanction and permission for construction of multistoried building by MADA, Town Planning Department on the premises fully described in the Schedule of this agreement.

3. That, consideration of the land owner having agreed to entrust to the developer the development of their land fully described in the Schedule and construction of the said multistoried building at the said premises and if connection therewith, authorizing the developer to exercise the rights, powers privileges and benefits of the owners and the owner executing a power of Attorney its favour for the purpose of transferring, selling conveying and/or assigning the Developer's portion of the proposed building for the said purpose for signing and executing all writings, agreements, conveyances and or other transfer documents and perfecting such deeds and developments and writings by requisition thereof. The Developer agrees to give a total area of 25% constructed area each floor to the land and Developer should be provide parking space for each flat (one car parking space) to the land lord in lieu of the cost of the land within four years with a grace period of 1 years from the date of agreement.

4. That, the development of the said land and construction of multistoried building thereon would be according to plan to be sanction/approval according to the specifications and particulars given therein.

5. That, the developments of the said land and construction of the said multistoried building would be at the sole risk and expenses of the Developer and Developers would comply with all statutory provisions, rules and regulations in relation thereto and the owner shall not be held liable for the same in any manner but shall always co-operate with Developers.

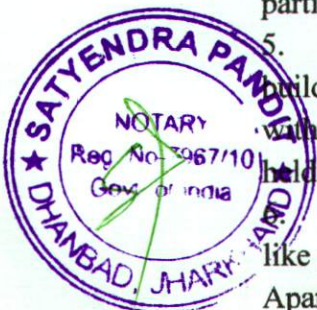
That, all the flat owners will have equitable right, title, interest over the common areas like passage, garden, common passage, lift, guard room, generator etc. after the said flats of the Apartments are sold to them respectively.

7. That, the developer will positively construct the said apartment as per specification and Approved plan of the apartment by the competent authority within three years & six months

For Surya Realcon Pvt. Ltd.

Manish Kumar Ojha

Director





17/2/11 2/18/11

with a grace period of one year from the date of execution of this agreement for the said construction over the schedule land in this agreement. The developer shall insure that the processes of approval of plan by MADA shall not to be more than nine month.

The owner shall deliver to the developer all title deeds/documents in connection with the said lands.

8. That, Owner hereby given permission to Developer to enter the said property for the purpose of development and construction of the multistoried building.

9. That, owner shall execute the necessary power of Attorney authorizing the developer to do all such acts & things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the apartments of flats to be constructed on the said premises.

10. That, owner shall sign and execute from time to time plans, applications for lay-outs subdivision, construction of the building and other applications necessary to be submitted to the authorities concerned at the request of and all the cost of Developer.

11. That, the developer and owner hereby covenant with each other that the total period of construction work of the said apartment should not be more than five years from the date of agreement in any circumstances.

12. That, in the event if developer failed to complete the construction work within the stipulated period of five years than the owner shall reduce liability to enter into a development agreement with other developers by treating the present agreement be cancelled and/or mutual consent of both the parties a fresh development agreement may be treated on new terms and conditions.

13. That, the owner shall not be liable for 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. The owner shall not object to any construction or laying of sewerage, drainage, water pipes, cable or other provisions made in accordance with the law and scheme of construction of the said multistoried building.

15. That, the developer will 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 completion of the said apartment as per approved plans and specifications.

16. That, the true copy of the power of the attorney and the agreement copy will be given to the owner by the developer.

17. That, the owner undertake to execute the Registered power of Attorney in favour of the Developer to be used for Sale/Mortgage of the Residential flats of the said Apartment over the Schedule land of this Agreement as soon as the real construction work of the Apartment takes place.

18. That, the developer in respect of the above mentioned power of attorney, further undertakes to indemnify the owner against any loss or liability arising out of the Sale/Mortgage they said flats of the purchasers.

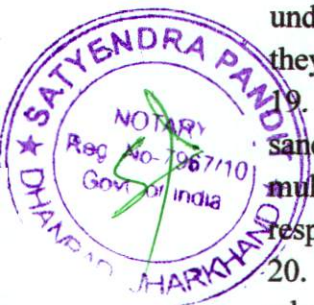
19. That, the developer undertakes to obtain all sorts of Government clearances and Govt. sanction from the concerned competent authority for the proposed construction of the multistoried apartment over the Schedule land of this Agreement at its own cost and responsibility.

20. That, the owner will not be held liable and responsible for any payments to be made whatsoever to the labourer, 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 & that will be the sole responsibility of the developer.

21. That, the owner will not be held liable and responsible for any untoward incident or accident etc. that may occur during the construction work of the said apartment and the

For Surya Realcon Pvt. Ltd.

*[Signature]*  
Director





developer will be solely responsible for the said and indemnify the owner in case of any such eventuality.

22. That, the developer shall abide by the specifications and good quality of the proposed construction of the entire building and both the owner and developers shall strictly abide by the terms and conditions as agreed upon this agreement.

23. That, the developer shall be solemnly entitle for booking and sale of flats and to receive the payment in lieu of sale/Booking of this proposed apartment built at the cost of the developer.

24. That, the developer undertakes to keep the owner fully indemnified against and harmless from any losses, costs, charges, expenses or claims by any of developer construction, workers or agents or for any breach of any statutory or contractual obligations.

25. That, the Agreement is exclusively subject to the jurisdiction of the competent Civil Court, Dhanbad.

26. That, all disputes arising out of this Agreement or regarding any matter connected with this agreement shall be settled by negotiations, if no settlement can be arrived as a result of these negotiations, the dispute shall be referred to the arbitration of two arbitrators, one to be appointed by each party. The decision of the arbitrators shall be final and binding upon both the parties.

In Witnesses whereof the parties here to have signed, sealed and delivered these presents on the day, month and year first above written.

### SCHEDULE

All that piece and parcel of Raiyati land situated in Mouza- Karmatand, Mouza- No.- 15, Khata No. 40 & 66, Plot No. 80, 59 & 57, Area 16.50 Dec.which is bounded and butted as follows and marked as RED in the plan.

North	:	20' wide Road
South	:	Plot No. 56 (P)
East	:	Plot No. 80 (P)
West	:	Plot No. 59 (P)

Witnesses :

1. *Merhadev Mandat*

*निशित अरिस्त*

(Signature of the land Owner)

2.



*20/4/13*

NOTARY  
DHANBAD

Authorised  
u/s 297 (i) (c) of the Cr. P.C. 1973  
(Act No 11 of 1974) & u/s (8) (i)  
of the Notaries Act 1952  
(Act No 53 of 1952)

For Surya Realcon Pvt. Ltd.

*Sumit Kumar Singh*  
Director

(Signature of the Developer)

*Sumit Kumar Singh*  
*SK*  
*SK*



सुर्या  
रिअल

**Specifications :-**

- Structure : RCC frame structure with brickwork in cement mortar as per design & specification.
- Elevation : A unique blend of original & modern architecture.
- Flooring : ceramic tiles flooring (size-1'-0"x1'-0").
- Walls : All internal wall cement plastered with plaster of paris, all external wall of snocem finish.
- Doors : Doors frames of wood, Shutters will be 32mm thick flush shutter, painted with a coat of primer with steel fitting.
- Windows : Fully glazed steel windows with grills painted with a coat of primer.
- Electrical : (a) Concealed P.V.C. circuit wiring using copper conductors with standard quality (Electrical accessories fixtures not included).  
(b) All electrical switches and accessories of standard make.
- Kitchen : (a) Flooring-ceramic tiles flooring (size-1'-0"x1'-0").  
(b) Working platform - Green marble with steel sink.  
(c) Dado- 18" high white glazed tiles.
- Bathrooms : (a) Flooring-ceramic tiles flooring (size-1'-0"x1'-0").  
(b) Dado- Glazed white tiles up to 5 ft. height.  
(c) Fittings- All C.P. fittings will be of standard make & chromium plated.  
(d) Sanitary ware - White glazed vitreous sanitary ware and only cistern will be acrylic fiber glass in white colour.
- Facilities :-
- Stair : One stair for general use.
- Lift : Lift zoom up zoom down to your floor.
- Parking : As per agreement.
- T.V. cable & Phone : One T.V. cable & Telephone point in each flat.
- Hot water arrangement : Hot water supply in shower and wash basin on extra cost
- Water supply : 24 hour water supply from deep boring tube well.
- On Extra cost:-
- Electricity : Electric connection & separate transformer for the Apartment on extra cost.
- Generator : Standby generator goes in action if there is power failure on extra cost.
- Cement : Birla Gold, Ultra Tech, ACC, Lafarge, Konark, Prism, Ambuj
- Out paint of the building: Anti Fungus, Snowcem etc.
- Iron TMT : Mongia, Tata Tiscon, Giridih, Kamdhenu
- Drain water pipe : Kitech, Gupta, Prince



For Surya Realcon Pvt. Ltd.

*Sumit Kumar Singh*  
Director