

# INDIA NON JUDICIAL

# Government of Jharkhand

## e-Stamp



#### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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17-May-2018 01:45 PM

SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB

SUBIN-JHJHSHCIL0113417239475706Q

AMISH KUMAR

Article 5 Agreement or memorandum of an Agreement

**AGREEMENT** 

(Zero)

AMISH KUMAR

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(Fifty only)





NOTARY DHANBAD

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

### **DEVELOPMENT AGREEMENT**

This Development Agreement is made on this day of..... ...... between Smt. Namrata Gupta, W/O- Shiv Shankar Gupta, by occupation housewife, by faith hindu, by caste Baniya, Resident of Hetlibandh, Old Balika Vidya Mandir, Jharia, P.S.-Jharia, Dist Dhanbad, Jharkhand, Pin-828111.

NOTARY Reg. No-7967/10

Govt. of India

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The authenticity of this Stamp Certificate should be verified at "www.shcile at a distribution on the website renders it invalid.

The onus of checking the legitimacy is on the users of the certificate.

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Any (scriptary) the details on this Certificate and as

Hereinafter called and referred to as the 'LAND OWNER' (Which term or expression shall under excluded by or repugnant to the context to be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART/FIRST PARTY.

#### AND

"ARYAN INFRA" A Partnership firm having PAN No AAXFA8087A, reported through Amish Kumar, S/O Shri. Balram Prasad Sharma, by faith Hindu, by occupation business, Regd, office at "ARYAN NIWAS" co-operative colony nutandih, saraidhela, P.S saraidhela, Dist Dhanbad, hereinafter called and referred to as the 'DEVELOPER' (Which term or expression shall unless excluded by or repugnant to the context to be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS the said landowner/ First Party is having Raiyati land situated at Mouza Narayanpur/ Piprabera, Mouza No. 13, New Plot No:- 28, New Khata No.:- 49, Area 8.71 decimal or to say 5 Kattha 4 chhatak 19sq. ft. vide Sale Deed No. 2967, Thoka No:- Part-2 page no-94, Mouza No. 13, Sub-Registry Office-Dhanbad, Circle:-Dhanbad, Dated 15/02/1992, Holding No:-94.

AND WHEREAS after such purchase the land Owner herein above have been mutated by the Circle Office & Local Municipality and paying the rent and taxes regularly in her own name.

AND WHEREAS the said Land Owner herein decided to construct a multistoried building on the said land through a developer. But as the present Owner does not has required capital to construct a multi storied building therein due to paucity of funds he decided to got constructed with developer who may invest fund in construction of new building on the said land or he may utilized the said land in manner for beneficial purpose.

AND WHEREAS 1st Party/Owner covenant that the aforesaid property is in her exclusive possession with absolute right title and interest and the same is free from all encumbrance, debts liens, charges or attachments and in marketable conditions, and she has good right full power and absolute authority and title to transfer the whole and part of the said property which is fully described and details below in schedule.

AND WHEREAS 1<sup>st</sup> party has not created any encumbrance on the said property or any part thereof by way of sale, mortgage, exchange, lease rent possession charges or any other encumbrance what so ever including liabilities an accounting of revenue taxes or otherwise.

AND WHEREAS with this end in view the land Owner approached the Developer the other part who undertake the jobs of construction of a multistoried building as per sanctioned building plan passed by MADA and invest necessary funds in thereof.

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AND WHEREAS the Developer has accepted the said proposal of Land Owner as per terms and conditions mentioned below and whereas the Developer shall, be permitted to raise construction of a multistoried building upon the said land and to make agreement to sell and/ or to sell to intending buyer as may be deemed fit and proper by the Developer excepting proportions of the newly constructed building which, will be kept reserved for the Land Owner as per terms and conditions mentioned below:-

- That after getting the vacant possession of the said land the Developer shall, make necessary
  arrangements for sanction of the plan for the construction, of a multi storied building in the
  name of the Land Owner as its cost from the MADA and for the same the Land Owner shall
  render all sorts of assistances including by signing all the relevant and necessary applications,
  papers and forms.
- The Land Owner shall allow the Developer to construct a multi storied commercial/Residential building on the said land, more fully and particularly described in the schedule below, according to the plan to be sanctioned by the MADA.
- 3. The Land Owner shall allow the Developer to execute the work of construction smoothly, without any interference and / or interruption after handing over the vacant possession of the said land, provided the Developer observes and performs its obligations under this agreement.
- 4. That the Land Owner and Developer agree to spare the said proposed building of joint promotion basis in the following manner:
  - a. BUILDING: Shall mean as per sanctioned plan intending to be constructed on the Schedule mentioned plot as per MADA sanctioned plan include common areas and facilities.
  - b. LAND OWNER'S ALLOCATION: Shall mean and include all that 40 % (Forty percent) of Built-up area of the total F.A.R. in <u>Commercial Area/residential</u> as will be available from the sanctioned building plan the Developer shall intimate the landowner in writing the total area which has been sanctioned by the MADA.
    - SECOND PART ALLOCATION: Shall mean and include all the 60% (Sixty percent) of Built-up area of the total F.A.R. in <u>Commercial/Residential</u> as will be available from the sanctioned building plan the total area which has been sanctioned by the MADA. Developer by the Second Part for the sanction of the plan by the MADA.
- 5. That on the building plan being sanctioned by the MADA, the Developer shall forthwith start construction of the said building according to the direction and specification and shall complete the building with fixture within 24 months from the date of sanction of the building plan.

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- 6. The Land Owner shall execute and register an irrevocable Deed of General Power of Attorney in favour of the Developer on the date i.e. after the sanction of the plan by the MADA to facilitate the formalities of construction, as well as to raise funds by way of booking the Flats Loan from Financial institutions etc. In respect of the Developer's allocation.
- 7. The Land Owner shall have no right or power to terminate this Agreement within stipulated period provided the Developer would not violate any of the terms and conditions contained in this Agreement.
- 8. Force major shall mean and include Flood, Earthquake, Riot, War, Storm, Tempest, Civil Commotion, Strike, No-availability of labour and/or building material and/or any other or further commission beyond the reasonable control of the Developer.
- 9. Note: Any kind of dispute occur in matter of land or by any third party occurrence, will be settled by the land owner itself and if any damage occurs due to above mentioned dispute will be borne by the land owner.

### SCHEDULE- 'A'

WHEREAS the said landowner/ First Party is having Raiyati land situated at Mouza Narayanpur/ Piprabera, Mouza No. 13, New Plot No:- 28, New Khata No.:- 49, Area 8.7 decimal or to say 5 Kattha 4 chhatak 19sq. ft. vide Sale Deed No. 2967, Thoka No:- Part-2 page no-94, Mouza No. 13, Sub-Registry Office-Dhanbad, Circle:-Dhanbad, Dated 15/02/1992, Holding No:-94.

"ARYAN Infra". Incorporated as "ARYAN Infra" in 2013, to undertake housing construction in Dhanbad, Ranchi and Patna. We give a close attention to trends and focus relentlessly on the new up gradation in technology. We are trying to deliver the best in Dhanbad, Ranchi and Patna apartments and homes to our customers with unmatched consistency,

We at ARYAN INFRA believe that Construction is an ART and each of our projects is a masterpiece by itself. The quality of our construction and the spacious apartments and homes with innovative technology earn the customers trust in us. We fully recognize the importance of 'Customer Satisfaction'. We are committed to provide the best homes and apartments in Dhanbad, Ranchi and Patna without compromising on quality. Besides, it enjoys good connectivity with various parts of the city with shopping centers, restaurants, health clubs, hospitals, recreational clubs and schools being easily accessible.

IN WITNESS WHEREOF the parties above here to set and subscribed their respective hands and seals on the day, month and year first above written. Signed Sealed and delivered in presence of:

Signature of the First Party

Signature of the Second Party

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NOTARY REGULATION AND REGULATION OF THE PROPERTY OF THE PROPER

IN WITNESS WHEREOF the parties here to have executed this agreement prepared in duplicate & delivered one each to the Owner & the Developer on the Day, Month and Year first above written in presence of witnesses.

DEVELOPER

Nam rata Gul. **OWNER** 

WITNESSES:-

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## TECHNICAL SPECIFICATION OF COMPLEX BUILDING

WALL FINISHING	(i)	All Internal walls and ceiling cement
		Plastered & finished with Putty.
	(ii)	All External walls finished with cement Primer.
DOORS		Door frames (Chawakats) of Kapoor Wood
		in all bed Rooms and Drawing rooms and Kitchen & Toilets with
		32mm thick Factory made Flush doors shutters commercial ply
WINDOWS		(both sides) Single leaf With standard fitting, duly primer 2 coats.
WINDOWS		Steel/Glazes with standard fitting, duly painted 2 coats on one
FLOORING & SKIRTING		coat primer, A/SO/M/S Grills will be provided.
LOOKING & SKIKTING	(0)	Floring Letter L. W. C.
	(A)	Flooring and Skirting's to all bed Rooms, Drawing & Dinning
		Rooms, Balconies, etc. Tiles up to 2" x 2" and height of skirting's
	(B)	up to 4".
	(6)	Flooring of toilets and kitchen will be Anti Skid tiles up to 2" x 2" size and skirting of toilets Glazed tiles (8'6" or 8" x 4" size) up to
		door height and Skirting's of kitchen will be up to 2'0" height
		above working platform with glazed tiles 8" x 6" or 8" x 4" size.
	(C)	Flooring of stair case & lobby with marble/ceramic tile up to 11'
		size and skirting upto to 4" heights.
	(D)	Flooring of all other common places with IPS & skirting with
		smooth plaster upto 4" height.
Toilets/Bath Rooms	(E)	One Toilet with EWC and one Toilet with IWC with PVC cistern
		and For water supply ISI quality G.I. Pipes and Geyser Point to
		each toilet, hot & cold plumbing bathing & wash basin, shower
		with hot & cold manually mixing arrangement shall be provided
		quality of C.P. Fittings will be as per builder's choice.
		(F.W.C./IWC/Wash Basin will be White Glazed).
Kitchen	(F)	Green Granite tiles on working platform Along with steel sink
		with a tap. R.C.C. Shelves at lintel level of one wall will be
		provided for adequate storage space (Open).
Car Scooter Parking	(G)	Parking places may be available on Basement/Underground at
		extra cost (Without any partitions walls)
BALCONIES	<i>(</i> :)	2001 1
DALCONIES	(i)	3'0" height wall partially of bricks walls and partially MS. Grills pr
		M/S Bars
ELECTRIC WIRING	(J)	Concealed PVC conduct wiring using (Semi Modular of
		Anchor/Havells) copper conductors, with standard quality of
		electrical switches and accessories (Fans, fixtures and meter etc.,
		with connection not included) Design and quality of electrical
TA IVOID IN CO.	~~~	accessories will be decided by the company/ Builder.
WITNESSES:-		
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		Signature of the First Party
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### **DESCRIPTION OF THE COMMON AREA AND SERVICES:**

- Generator and lift facility shall be available for all the residents by paying the 1. A) Running maintenance cost shall be borne by the flat owners in proportionate share.
  - Dish Anteena Wiring Connection to all the flats shall be provided separate b) connection shall be taken from private operator at own cost .
  - c) Security Services: Night guard / Day guard service shall be available but the cost of services shall be borne by the owners proportionately whether they reside or not .
  - d) Common Lighting The Bill of the common lighting shall bear by the flat owners proportionately whether they reside in the flat or not. They will have to share to cost of the owners or members of the owner committee.
  - e) Water Facility Provision for 24 hours water supply has been made the running and maintenance cost shall be borne by Flat owners / members of owner's committee which shall be proportionately distributed.

#### 2. ELECTRICITY

A separate connection shall have to be taken by the flat owners in their own name and on their own cost except for common lighting motor pump and lift the connection shall be taken by the builder at their own cost.

#### 3. RATES AND TAXES

All the flat owners shall have to pay GST @6% by Local Govt. Authorities or Central Govt. authorities in present or near future .

WITNESSES:-

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2.

Signature of the First Party

Namrata GuPta

Signature of the Second Party

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)