

भारतीय गैर न्यायिक

पचास
रुपये
₹.50

FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

झारखण्ड JHARKHAND

704290

NOTARY
DHANBAD

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this the ---
19th day of Jan. 2011 ~~2010~~ by and between Smt Anita
Banerjee wife of Late K.L.Banerjee resident of J.C.Mallik Road Hirapur Dist
Dhanbad . Hereinafter called and referred to as the owner of the land (which
terms or expression shall unless otherwise excluded by or repugnant to the context
shall deemed to mean and include his legal heirs, executors, administrators, legal
representatives and assigns) of the OTHER PART.

AND

M/S BHAWANI BUILDERS, having its Presently office at Hiranmoy
Apartment G/F Jharna Para Hirapur , P.o & P.S. - Dhanbad, District - Dhanbad

Contd.....Pg.2

ADHAN Kr. NAMHATA
NOTARY
No. 5956/J/Patne
1984
DHANBAD JHARKHAND

19/01/11
NOTARY

Anita Banerjee

19 JAN 2011

Sl. No. 04 Date.....Time 11:35 AM

Partner

Partner

NOTARIAL
JHARKHAND
1984

Anita Banerjee.

(2)

M/S BHAWANI BUILDERS

[Signature]

Partner

M/S BHAWANI BUILDERS

[Signature]

Partner

represented by its partners namely (1) SRI MUKESH KUMAR SINHA, S/o Late P.N.P. Sinha, by faith Hindu, by Occupation – Business, resident of J. C. Mallick Road, Hirapur, Dhanbad, P.O. & P.S.- Dhanbad, District - Dhanbad (Jharkhand) and (2) SRI ASHISH MUKHERJEE, S/o Late S. S. Mukherjee, by faith – Hindu, by occupation – Business, resident of Jharnapara, Park Market, Hirapur, Dhanbad, P.O. & P.S. - Dhanbad, District – Dhanbad (Jharkhand) and hereinafter called & referred to as the DEVELOPER (PROMOTER) (which terms or expression shall unless otherwise excluded by or repugnant to the context shall deemed to mean and include his legal heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

Whereas the Schedule below property is self acquired property of Smt Anita Banerjee, here in called the land owner vide registered sale deed no.17089/15278 dated 16.11.2010 at Dhanbad Registry Office.

AND WHEREAS, the land owner is desirous to develop the said scheduled properties as per the prevailing law and relevant rules as well as regulations etc. in force.

AND WHEREAS, the DEVELOPERS having known of the said intention of the owner has approached the said owner to develop the said properties as mentioned in the schedule "A" below at his own cost. Liability and responsibility and also as per terms and conditions as agreed upon by and between the parties.

AND WHEREAS, the owner agreed with the offer of the DEVELOPER

Contd.....Pg.3



[Handwritten mark]

represented by its partners namely (1) SRI MUKESH KUMAR SINHA, S/o Late P.N.P. Sinha, by faith Hindu, by Occupation – Business, resident of J. C. Mallick Road, Hirapur, Dhanbad, P.O. & P.S.- Dhanbad, District - Dhanbad (Jharkhand) and (2) SRI ASHISH MUKHERJEE, S/o Late S. S. Mukherjee, by faith – Hindu, by occupation – Business, resident of Jharnapara, Park Market, Hirapur, Dhanbad, P.O. & P.S. - Dhanbad, District – Dhanbad (Jharkhand) and hereinafter called & referred to as the DEVELOPER (PROMOTER) (which terms or expression shall unless otherwise excluded by or repugnant to the context shall deemed to mean and include his legal heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

Whereas the Schedule below property is self acquired property of Smt Anita Banerjeer, here in called the land owner vide registered sale deed no.17089/15278 dated 16.11.2010 at Dhanbad Registry Office.

AND WHEREAS, the land owner is desirous to develop the said scheduled properties as per the prevailing law and relevant rules as well as regulations etc. in force.

AND WHEREAS, the DEVELOPERS having known of the said intention of the owner has approached the said owner to develop the said properties as mentioned in the schedule “A” below at his own cost. Liability and responsibility and also as per terms and conditions as agreed upon by and between the parties.

AND WHEREAS, the owner agreed with the offer of the DEVELOPER

Contd.....Pg.3



1910/1111
NOTARY
DHANBAD

Anita Barmini

(3)

M/S BHAWANI BUILDERS
Partner

M/S BHAWANI BUILDERS
Partner

and being satisfied with the consideration both the parties the owner and the DEVELOPER have agreed to enters into an agreement the terms and conditions enumerated hereinafter for the aforesaid purpose.

AND WHEREAS, in pursuance of the said DEVELOPMENT proposals in Schedule "A" property the developers propose to construct six floor Multi Storied building with parking space in the basement, as per the drawing/plans approved by town planner MADA, Dhanbad. The specification of the flats/ complex is mentioned in schedule "B".

AND WHEREAS, it has been decided to reduce the terms and conditions in writing to avoid disputes and misunderstandings if any which may arise in future.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:-

- 1) That, the developer will construct a multi storied complex over the said schedule" A" land at their own cost and as per the approved /sanctioned plan(s) of the MADA, Dhanbad.
- 2) That, it has been agreed upon by both the parties, that developer shall handover 40% of total built up area or five 3 bed room flats to the land owner in different floors as mentioned below: - i) Two 3 bed room flat front road side on 2nd floor ii) one 3 bed room flat front road side on 3rd floor iii) One 3 bed room flat back side on 1st floor iv) one 3bed room flat back side on 6th floor and four car parking space in the basement.

Contd.....Pg.4

and being satisfied with the consideration both the parties the owner and the DEVELOPER have agreed to enters into an agreement the terms and conditions enumerated hereinafter for the aforesaid purpose.

AND WHEREAS, in pursuance of the said DEVELOPMENT proposals in Schedule "A" property the developers propose to construct six floor Multi Storied building with parking space in the basement, as per the drawing/plans approved by town planner MADA, Dhanbad. The specification of the flats/ complex is mentioned in schedule "B".

AND WHEREAS, it has been decided to reduce the terms and conditions in writing to avoid disputes and misunderstandings if any which may arise in future.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:-

- 1) That, the developer will construct a multi storied complex over the said schedule" A" land at their own cost and as per the approved /sanctioned plan(s) of the MADA, Dhanbad.
- 2) That, it has been agreed upon by both the parties, that developer shall handover 40% of total built up area or five 3 bed room flats to the land owner in different floors as mentioned below: - i) Two 3 bed room flat front road side on 2nd floor ii) one 3 bed room flat front road side on 3rd floor iii) One 3 bed room flat back side on 1st floor iv) one 3bed room flat back side on 6th floor and four car parking space in the basement.

Contd.....Pg.4



19/01/11
NOTARY
DHANBAD

Anita Barwal

(4)

MS BHAWANI BUILDERS

Partner

MS BHAWANI BUILDERS

Partner

That the proposed complex should not use for commercial Purpose. That if in future the land owner desire to sale out her own shared flat she will only get the built-up area amount and the super built-up area amount shall goes to builders/promoters account.

- 3) That the builder paid Rs. 5, 00,000=00(rupees five lac) only to the land owner as an advance money which will be refundable /adjustable by land owner to the builder before taking possession on her flats.

That the land owner will handover all original title deeds, receipts etc to the builder at the time of execution of this agreement

- 4) That excluding owner's 40% built up area/or five flats and four car parking in the basement as mentioned above the rest entire portion of the said multistoried complex shall be exclusive property of the builder and over which the land owner will not interfere at any time.

- 5) That, the cost of preparation of drawings /plans and is approval of by the MADA of other concerned authorities shall be borne by developer; the complete building complex shall be the exclusive property of the developer except forty percent built-up area share of land owner.

That, the owner and the prospective buyers of the flat (s) will have equitable right, interest and title over the common space, like passage roof, top, area common guard room, staircase with railing.

Am

(4)

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- 3) That the builder paid Rs. 5, 00,000=00(rupees five lac) only to the land owner as an advance money which will be refundable /adjustable by land owner to the builder before taking possession on her flats.

That the land owner will handover all original title deeds, receipts etc to the builder at the time of execution of this agreement

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That, the owner and the prospective buyers of the flat (s) will have equitable right, interest and title over the common space, like passage roof, top, area common guard room, staircase with railing.

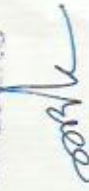
Contd.....Pg.5




19/01/11
NOTARY
DHANBAD

(5) Anilta Barnevi

M/S BHAWAN BUILDERS


Partner

M/S BHAWAN BUILDERS


Partner

- 6) That, the OWNERS shall hand over land/building as mentioned in Schedule" A" property to the Developer with all previous construction or any other structure standing over the schedule "A" property. That the builder shall demolish the old building at his own cost and dispose the same.

The builder shall complete the project within two years from the date of handing over the schedule "A" land/building possession. That, in no case the developer shall delay the completion of the entire complex except due to the reasons which are beyond the control of developer and Natural Calamity or any unforeseen event which may arise in future, in such case the land lord shall grant a reasonable extension time to the developer towards completion of the complex..

- 7) That, the owner shall execute a registered irrevocable power of attorney within one week of this agreement in favour of the developer to be used for sale/mortgage etc, and /or for any other reasons for the purpose of the development /construction purpose, all the expenses i.e. legal and registration of the power of attorney shall be borne by the developer.
- 8) That, the Developer shall undertake to indemnify the owner for any losses/damages etc. or any kind whatsoever included in the said Power of Attorney in respect of sale /mortgaged etc. of the flat/built up area etc.

Contd.....Pg.6

- 6) That, the OWNERS shall hand over land/building as mentioned in Schedule "A" property to the Developer with all previous construction or any other structure standing over the schedule "A" property. That the builder shall demolish the old building at his own cost and dispose the same.

The builder shall complete the project within two years from the date of handing over the schedule "A" land/building possession. That, in no case the developer shall delay the completion of the entire complex except due to the reasons which are beyond the control of developer and Natural Calamity or any unforeseen event which may arise in future, in such case the land lord shall grant a reasonable extension time to the developer towards completion of the complex..

- 7) That, the owner shall execute a registered irrevocable power of attorney within one week of this agreement in favour of the developer to be used for sale/mortgage etc, and /or for any other reasons for the purpose of the development /construction purpose, all the expenses i.e. legal and registration of the power of attorney shall be borne by the developer.
- 8) That, the Developer shall undertake to indemnify the owner for any losses/damages etc. or any kind whatsoever included in the said Power of Attorney in respect of sale /mortgaged etc. of the flat/built up area etc.

Contd.....Pg.6



19/01/11
NOTARY
DHANBAD

Anita Barnum

(6)

ING BARNUM BUILDERS

[Signature]
Partner

ING BARNUM BUILDERS

[Signature]
Partner

- 9) That, the developer will take loans from any financial institutions banks, etc, at his own risk and cost against the project for the speedy development/constructions etc. The owner will be held no way responsible in any way for any such acts of the developer.

- 10) That, the developer undertakes to obtain all the required and all types of Government Clearance as well as sanctions, licenses etc. from the concerned authorities or local bodies etc. for the purpose of the proposed development and/or constructions over the Schedule" A" properties costs and expenses.

- 11) That. The owner will not be liable and/or be held responsible for any accident untoward incident and court cases etc. which may occur during the developer /construction activities in respect to this development project. The developer will be solely responsible and liable for the same.

- 12) That the developer shall arrange free accommodation for the land owner from the date of handing over the land/building till completion of owners flat.

- 13) That, the developer shall be entitled and free for booking/sale/gifts mortgage etc. the constructed flats/spaces except 40% buildup area or five flats and four car parking space share of the owner.

- 14) That, the owner shall clear all dues in respect of state rent/municipal taxes/electrical dues etc. If any as on the date of this agreement with

- 9) That, the developer will take loans from any financial institutions banks, etc, at his own risk and cost against the project for the speedy development/constructions etc. The owner will be held no way responsible in any way for any such acts of the developer.
- 10) That, the developer undertakes to obtain all the required and all types of Government Clearance as well as sanctions, licenses etc. from the concerned authorities or local bodies etc. for the purpose of the proposed development and/or constructions over the Schedule" A" properties costs and expenses.
- 11) That. The owner will not be liable and/or be held responsible for any accident untoward incident and court cases etc. which may occur during the developer /construction activities in respect to this development project. The developer will be solely responsible and liable for the same.
- 12) That the developer shall arrange free accommodation for the land owner from the date of handing over the land/building till completion of owners flat.
- 13) That, the developer shall be entitled and free for booking/sale/gifts mortgage etc. the constructed flats/spaces except 40% buildup area or five flats and four car parking space share of the owner.
- 14) That, the owner shall clear all dues in respect of state rent/municipal taxes/electrical dues etc. If any as on the date of this agreement with

Contd.....Pg.7



19/01/11

NOTARY
DHANBAD

Anita Banerji.

(7)

M/S BANERJI BUILDERS

[Signature]
Partner

M/S BANERJI BUILDERS

[Signature]
Partner

respect to the Schedule "A" land and /or handover of the land/building possession free from all encumbrances and dues to the developer and thereafter all liabilities shall be shifted over on the developer .

- 15) That, all disputes and/ differences etc. which may arise between the developer and the owner in respect to development /construction etc. and relating to this agreement and the same shall be settled amicably with mutual consent

SCHEDULE "A"

- | | | |
|--------------|---|------------------------------------|
| 1) Mouza | - | Hirapur No. 7 |
| 2) Plot No. | - | 2162 |
| 3) Khata No. | - | Municipal khata |
| 4) Area | - | 6.25 dec. (3 katha 12.5 chhataks) |

BOUNDARY OF LAND

- | | | |
|-------|---|--------------------------------------|
| North | - | House of Jana Ranjan Das Gupta |
| South | - | House of late P.N.P.Sinha |
| East | - | Municipal Drain then 30 ft wide road |
| West | - | vacant land & pond |

Contd.....Pg.8



Am
(7)

respect to the Schedule" A" land and /or handover of the land/building possession free from all encumbrances and dues to the developer and thereafter all liabilities shall be shifted over on the developer .

- 15) That, all disputes and/ differences etc. which may arise between the developer and the owner in respect to development /construction etc. and relating to this agreement and the name shall be settled amicably with mutual consent

SCHUDLE "A"

- 1) Mouza - Hirapur No. 7
2) Plot No. - 2162
3) Khata No. - Municipal khata
4) Area - 6.25 dec. (3 katha 12.5 chhataks)

BOUNDARY OF LAND

- North - House of Jana Ranjan Das Gupta
South - House of late P.N.P.Sinha
East - Municipal Drain then 30 ft wide road
West - vacant land & pond

Contd.....Pg.8



19/01/10

NOTARY
DHANBAD

Anita Baronia .

(8)

SCHEDULE "B"

Specification of proposed flats:-

- i) Structure: - RCC framed structure with 9"/4.5" thick brick wall.
- ii) Wall finished: - Internal wall & ceiling will be cement plastered with plaster of Paris, external wall will be cement plaster & painted good quality with cement based paint.
- iii) Door Frames: - Saal Wood
- iv) Windows : - Aluminum windows with glass fittings .
- v) Door Shutter: - Flush door shutter painted with one coat of primer.
- vi) Flooring : - Total vitrified tiles flooring inside the flat and stairs and common passage of kota stone and rest will be of IPS flooring.
- vii) Bathroom : - PVC door with glazed tiles in walls up to 6ft height. All C.P fittings will be of standard quality, gyser point will be provided to each bathroom with hot & cold plumbing.
- viii) Kitchen :-Cooking platform will be of granite finished marble with steel sink & one water tap. Glazed tiles tiles will be provided up to a height of 2.6" ft above the cooking platform and Sink.
- ix) Electric wiring: - Concealed PVC wiring with copper conductors light/power points of standard quality(electrical accessories fixtures not included)
- x) Lift : - One lift for 4/6 passenger will be provided.
- xi) Generator : - Silent mood generator shall be provided by the Builder
- xii) Water Supply: - Deep Boring (managed by society)

Note: - All the building plans, specifications dimensions given in this agreement are indicative and subject to change as decided by the promoter/ Architect.

Contd.....Pg.9



Handwritten signature in green ink.

SCHEDULE "B" Am (8)

Specification of proposed flats:-

- i) Structure: - RCC framed structure with 9"/4.5" thick brick wall.
- ii) Wall finished: - Internal wall & ceiling will be cement plastered with plaster of Paris, external wall will be cement plaster & painted good quality with cement based paint.
- iii) Door Frames: - Saal Wood
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Note: - All the building plans, specifications dimensions given in this agreement are indicative and subject to change as decided by the promoter/ Architect.

Contd.....Pg.9



19/01/11
NOTARY
DHANBAD

(9)

IN WITNESS WHEREOF the parties hereto have signed the Development Agreement, at Dhanbad on the day, month and year as mentioned above.

WITNESS:

SIGNATURE OF THE OWNER

- 1) *Onkarabohy*
Nirupul Chakrabohy
- 2) *Doelir mejunlar.*

1) *Anita Bameeril -*

SIGNATURE OF DEVELOPER/BUILDER

M/S BHAWANI BUILDERS

1)

[Signature]
Partner

2)

M/S BHAWANI BUILDERS

Identified by

Advocate

[Signature]
19/4/2011

[Signature]
Partner



NOTARY
DHANBAD

Authorised

IN WITNESS WHEREOF the parties hereto have signed the Development Agreement, at Dhanbad on the day, month and year as mentioned above.

WITNESS:

SIGNATURE OF THE OWNER

- 1) *Omkarabohy*
Nirajpal Chauhanabohy
- 2) *Doakir mejunhar.*

- 1) *Anita Bameeriu -*

SIGNATURE OF DEVELOPER/BUILDER

M/S BHAYAN BUILDERS

1)

[Signature]
Partner

2)

M/S BHAYAN BUILDERS

Identified by

Advocate

[Signature]
19/4/2011

[Signature]
Partner



19101111
NOTARY
DHANBAD

Authorised
u/s 8 (1) (e) of Notaries Act
1952 (Act No 53 of 1952)

खनिज क्षेत्र विकास प्राधिकार, धनबाद।

पत्रांक - 305 / न० नि०

सेवा में,

श्री सुदेश कुमार सिन्हा, श्री आशीष मुखर्जी, श्री आम मुखर्जी, श्री मती अनिता बनर्जी
पिता पति-स्व० श्री ०रन० श्री० सिन्हा, स्व० स्त० स्त० मुखर्जी एवं स्व० के० स्त० बनर्जी,
पता - जे० सी० मल्लिक रोड, हीरापुर, धनबाद।

धनबाद, दिनांक 16/6/11

विषय- आवासीय / व्यवसायिक / औद्योगिक / संस्थागत भवन निर्माण हेतु गृह प्लान केश न०
बी० डी० - 148/11-12 संबंधी आपके आवेदन दिनांक 18.5.11 के संबंध में।

महाशय,

आपके आवेदन, दलील संख्या 15278, 10481, दाखिल खारिज अभिलेख संख्या 2217, 1111, 10-11,
जमाबंदी संख्या 17.05, 944, 17.14 से निर्गत लगान रसीद वर्ष 10-11 की अभिप्रमाणित प्रति, शपथ पत्र
एवं Indemnity Bond एवं तकनीकी सदस्य द्वारा किए गए अनुशंसा के आलोक में आपके द्वारा प्रस्तुत
आवासीय/व्यवसायिक/औद्योगिक/संस्थागत भवन संबंधी बी० डी० केश न० 148/11-12 के नक्शे की स्वीकृति
प्रबंध निदेशक, खनिज क्षेत्र विकास प्राधिकार, धनबाद द्वारा प्रदान की गई है।

निदेशानुसार सूचित करना है कि हीरापुर मौजा अन्तर्गत खाता न० नगरपालिका प्लॉट
न० 2162 रकबा 4400 वर्ग मीटर भूमि पर स्वीकृत नक्शे के अनुसार लाईसेंसी अभियन्ता
श्री अजित कुमार की देख रेख में कार्यारम्भ के पूर्व निर्धारित प्रपत्र में अधोहस्ताक्षरी को कार्यारम्भ की जानकारी
उपलब्ध करायेंगे।

स्वीकृत नक्शे के अनुसार अधिकतम 2 वर्षों में कार्य पूर्ण कर अधिनियम के तहत निर्माण पूरा होने की लिखित
जानकारी अधोहस्ताक्षरी को उपलब्ध करायेंगे।

प्रबंध निदेशक के लिखित पूर्वानुमति के बगैर किये गये किसी भी विचलन निर्माण को नियमित नहीं किया जा
सकेगा, बल्कि उसे तोड़ना ही एकमात्र विकल्प होगा।

खनिज क्षेत्र विकास प्राधिकार के संबंधित पदाधिकारी से निर्माण कार्य का निरीक्षण समय समय पर कराना सुनिश्चित
करेंगे।

आप स्वीकृत नक्शे में दर्शाये नाली से हटकर अन्य नाली का निर्माण नहीं करेंगे।

माडा भवन विनियम के दायरे में आवासीय/व्यवसायिक/औद्योगिक/संस्थागत भवन निर्माण हेतु स्वीकृत नक्शा,
स्वत्व, अधिकार एवं दखल का प्रमाण नहीं है।

जिस प्रयोजन के लिये भवन निर्माण का नक्शा स्वीकृत किया गया है निर्मित भवन का व्यवहार उसी प्रयोजन के
लिये किया जा सकेगा।

जल संरक्षण एवं पर्यावरण सुरक्षा हेतु आवश्यक प्रबंध के लिये आप स्वयं जिम्मेवार रहेंगे तथा स्वीकृत आदेश राज्य
सरकार/नेशनल बिल्डिंग कोड के अद्यतन आदेशों, निदेशों एवं प्रावधानों से स्वतः प्रभावित होगा।

16/6/11

नगर निवेशक/तकनीकी सदस्य
खनिज क्षेत्र विकास प्राधिकार

15/6/11