

झारखण्ड JHARKHAND

C 465276

NOTARY

DEVELOPMENT AGREEMENT.

This agreement is made on this 25th day of fraguest. 2014 in between Smt. Pratima Mondal W/o Sri Ashok Kumar Mondal by faith- Hindu by occupation House wife resident of Saraidhela, Dist- Dhanbad , Jharkhand. hereinafter called and referred to as the owner (which expression shall unless excluded by or repugnant to the context by deemed to include their successors, representatives, administrator, and assigns) of the FIRST PART

M/S SHAKTI SAI Builders & Developers a Proprietor Shri Naveen Kumar Jha S/o Late Bishamve Jha, by faith- Hindu, by occupation Business, resident of Saraidhela, PS- Saraidhela, Sub Division and District sub registry office and District Dhanbad (Jharkhand) and Sri Sanjay Jha son of Shri Baidy Nath Jha, by faith- Hindu, by occupation Business, resident of Saraidhela, PS- Saraidhela, Sub - Division, and District Sub registry Office, and District- Dhanbad, Jharkhand, hereinafter called and referred to as the Developer (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, representatives administrator and assigns) of the Second Party.

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Pratima Mandal

"We Shekt Sei Builders and Developers"
Saway Tha. Morriem III
Partner

WHEREAS, the first party, the land owner Smt. Pratima Mondal, had purchased the land measuring 10 kathas vide deed no.- 14873, dated 17.11.2011, Mouza – Kola Kushma, Mouza no.-12, Khata no.-45, 21, Plot no.-1214, 1216, 1217 at Registry office Dhanabd and the mutation has been done at Dhanabd vide mutation case no.- 3212 (II) 2011- 12

AND

WHEREAS Smt. Pratima Mondal became absolute and exclusive owner of the land described in the schedule of this agreement by exercising diverse acts of ownership and possession with adue knowledge to the authorities and the people of the locality for many more than statuary period and was recognised raiyat for the said land.

AND

WHEREAS the Owner Smt. Pratima Mondal had been in search of a Developer to develop the land measuring 10 (Ten) khata out of the total land area described in the Schedule of this Development Agreement into a Multistoried Residential Complex.

AND

where As the Developers M/s SHAKTI SAI BUILDERS & DEVELOPERS a proprietorship firm through its proprietor Shri Naveen Kumar Jha & Sanjay Jha approached the owner Smt. Pratima Mondal for allowing them to develop and construct multistoried Residential complex over the said land described in the schedule attached to this Development Agreement.

AND

WHEREAS, in view of the said Agreement for development and construction of a multistoreyed residential complex over the schedule land of this Development Agreement proposed to be built as per the approval of the

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We Shaki Sel Builders and Developers"
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Reg. No.-4646/J Patha 1985 Govt. of Kihar competent authority i.e.Mineral Area Development Authority and in lieu of which the Developer should hand over to the owner .35% out of the total constructed super built up area over the Schedule land of this Development Agreement.

AND

WHEREAS the Parties, Owner and Developer have decided to reduce the terms and conditions in writing to avoid misunderstanding in future.

NOW THIS AGREEMENT WITNESSETH AND PARTIES MUTUALLY AGREED ON THE FOLLOWING TERMS AND CONDITIONS.

- That, the owner will hand over the peaceful and fully vacated possession of the land described in the schedule of this Agreement within a period of 10 days from the date of signing the Agreement.
- 2. That, the Developer will construct the residential Multistoried apartments which will be named as SANDIP HETGHT comprising of flats & Car/ Sector parking over the schedule land and shall get the plans of the Apartments approve from the competent authority at their own cost.
- 3. That, the Developer undertakes and agrees to hand over the owners only 35% of the constructed super built up area and 35% parking area of the proposed built up area in lieu of the cost of the land over which the developer proposes to construct the multi storeyed Residential complex over the schedule land of this Agreement at the cost of the Developers.

Pratima Mandal

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exclusive property of the Developer. The land owners will not have any physical or legal claim over it and right, interest, title shall accrue upon the Developer in respect of the Multistoried residential complex to the extent of 65% as aforesaid, except 35% of the constructed super built up area of the said residential complex, which shall be the exclusive property of the owner, with exclusive right, title and interest upon which the Developer shall not have any sort of right, title or interest in any manner.

- 5. That, all the flat owners will have equitable right, interest, title over the common area like passage, garden, terrace (roof top) lift, guard room, generator room etc. after the said flats of the complex are sold to them respectively and the flats allotted to the land owner in lieu of the cost of the land as his share.
- 6. That, the Developer agrees and undertakes that the time is the essence of the construct and the Developer will positively construct the said Apartment as per specifications and approved plan of the apartment duly signed by both the parties by the competent Authority within a period of thirty six (36) months from the date of approval of the plans by the MADA for the said construction of the Apartment over the schedule land of this Agreement. The time of completion of Apartment may be extended due to force major (excluding the time consumed in any suite over the scheduled land if any).

Pratima Mandal

Reg. No -4646/J

- That, the Developer undertakes and agrees that they will get the drawings of the proposed apartment over the schedule lands of this agreement duly approved by the competent authority (MADA) at their own cost.
- 9. That, the Developer will be at liberty to generate funds by advertisements, selling, booking, mortgaging of flats of the proposed apartment of their own share for the purpose of speedy construction and timely completions of the said apartment as per approved plans and specifications at its own responsibility and risk keeping no concern with the owner. But owner will co-operate regarding Signing of documents/papers etc.
- 11. That, the Developer in respect of the above mentioned power of Attorney, further undertakes to indemnify the Owner against my loss of libility arising out of the sale/mortgage of the said flats to the purchasers in respect to their shares and leaves over the said Apartment. The owner will hand over all relevant papers related to land to Developer for banking purpose etc.

That, the Developer may take loan or financial assistance from any Bank/Financial Institution for the speedy construction of the said

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Apartment at its own risk and consequence and for the repayment of which the owner shall not be held responsible at any score, whatsoever. But owner will give necessary co-operation if required.

- 13. That, the Developer undertakes to obtain all sorts of Government clearances and Government sanctions from the concerned competent authorities for the proposed construction of the Multistoried residential Apartment over the schedule land of this Agreement at their own cost and owner shall not be liable for reimbursement of any costs, charges and expenses for any reason.
- 14. That, the owner will not pay any amount against Generator, Electricity connection, Lift etc.
- 15. That, the Developer undertakes to pay Rs.... 500 000/- Frave Labes only as token money which will be refunded/adjusted just before handing over of the flats of her share.
- 16. That, the owner will not be held liable and responsible for any payments to be made whatsoever to the lebours, material suppliers and the staff employed by the Developer and the dispute/differences related thereto and accrued thereupon to any Government Agencies or any local bodies in respect to the proposed construction over the schedule land of this Agreement and that will be the sole responsibility of the Developer including all legal consequences related thereto and owner shall not be responsible for the same.

That, the owner will not be held liable or responsible for any untoward incident or accident etc. that may occur during the construction work of the said Apartment and the Developer will be solely responsible for the same and indemnify the owners in case of any such eventuality.

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- 18. That, the Developer shall abide by the specifications and ensure good quality of the proposed construction of the entire building and both the owner and the Developer shall strictly abide by the terms and conditions as agreed u pon in this Agreement.
- 19. That, the Developer shall be solely entitled for booking and sale of flats and to receive the payments in lieu of sale/booking of the proposed building to the extent of its share except the share of the owner to be constructed at the cost of the Developer.
- 21. That, the division of the newly constructed Apartment into two parts 35% for the owner and 65% for the Developer shall be made by mutual consent & understanding of both the parties within seven days after drawings of the Apartment are completed and asked by the Developer to do so and the same shall bear the signature of both the parties as token of their acceptance, and this should be done before the booking started.

That, the owner shal not be held responsible for any dispute between the purchaser and the Developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchaser.

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- 24. That, the land owner do hereby declare that the schedule property is free from all encumbrances, debts, liens, charges etc. and the land owner have absolute marketable title over the schedule land of this Agreement and no legal case, cases, suit are pending before any legal court of Justice in respect to schedule land of this Agreement.
- 25. That, in case of any dispute between the owner and the Developer with regard to the terms, as agreed upon in this Agreement for developing jurisdiction will be exclusively within the Dhanbad Civil Court.

IN WITNESSETH WHEREOF the parties hereto have signed this Development Agreement at Dhanbad on the 17th day of August 2014 in presence of the witnesses, named hereunder: -

Jal Ranjih Pd. Noward Poationa Mandal
Sh. colony Stuffali Developer
Savaidhelp Thanked "Me Shakti Sai Builders and
Ashok Kumar Memclal. 1. Nomen in
Sto-Lat. Lg. N. Mandul
Lenridle Stuffelin Thursels 2. "M/s Shakti Sai Builders and Davelopers"

Saridbelle Dhuels

"M/s Shakti Sai Builders and Da

OWNERS

WITNESSES: -

SCHEDULE

All that piece and parcel of Raiyati land situate at Mouza Kolakusuma (Mouza No.-12) under P.S.-Saraidhela, Chowki Sadar Sub-Registry office and District – Dhanbad (Jharkhand).

Mouza - Kolakusuma (Mouza No.-12), appertaining to Khata no.- 45 (Forty Five) Plot No.- 1214, measuring an area 14.85 Decimals.

appeartining to Khat ano.-21 (Twenty One)
Plot NO.-1215, measuring an area 0.41 Decimals
Plot No.-1217, measuring an area 1.24 Decimals

Grand total area 16.50 Decimals (Sixteen Point Five Zero Decimals) or say 10 Katha (Ten Katha) of land Purchased by the principal vide Deed No.-14873 dated 17.11.2011 Registered at Dhanbad Sub-Registry office)

BOUNDARY OF LAND

North: 25' wide proposed road.

South: PLot no.-3

East : Plot NO.-1214 (Part)

West: 20' wide proposed road.

Pratima Mandal

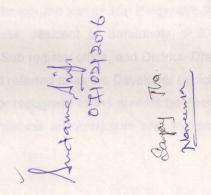
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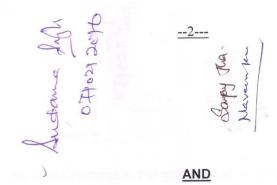
B 209834



This Development Agreement made on this carth day of February 2016

BETWEEN

Sri Sudama Singh, son of Late Ram Janam Singh, by occupation — Retired Govt. Servant, by caste - Rajput, resident of Kusum Vihar Phase — II Kolakusma, P.O.-Koyla Nagar & P.S.-Saraidhela, Dist-Dhanbad Jharkhand, hereinafter referred to as the land "Owners" (which expression shall, unless repugnant to the context and meaning thereto shall mean and include their heirs, administrators, executor, assign, legal representatives and/or successors interest) of the FIRST PART.



M/s SHAKTI SAI BUILDERS & DEVELOPER a partnership firm through its Partners Shri Naveen Kumar Jha, S/o Late Bishamver Jha, by faith Hindu, by occupation - Business, resident of Saraidhela, P.S.-Saraidhela, Sub Division and District Sub Registry office and District - Dhanabd (Jharkhand) and Sri Sanjay Jha son of Shri Baidynath Jha, by faith-Hindu, by occupation-Business, resident of Saraidhela, P.S.-Saraidhela, sub-Division, and District Sub registry office, and District-Dhanbad, Jharkhand hereinafter called and referred to as the Developer (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, representatives administrators and assigns) of the Second Part.

WHEREAS:

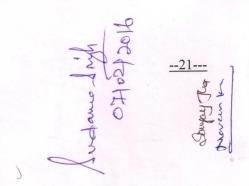
- A. The Owners are seized and possessed of and are owners of or otherwise sufficiently entitled to the free hold title to 13.31 Decimal of appertaining to khata no.-87, Plot no.-1953, situated in Mouza Kolakusma, Mouza No. -12, P.S.-Saraidhela, Sub registry office, Dhanbad, in District Dhanbad, more particularly described in the schedule hereunder written (hereinafter referred to the "Property").



his name mutated in the government records by mutation case No-1209(II) of year 2007 -08 and is paying the requisite ground rent, under Thoka No.-87, in respect thereof through Circle office Dhanbad and accordingly the rent receipt is being issued in their name.

- C. It is hereby represented, declared and warranted by the Owners that
- The said property is under the exclusive possession of the Owners with absolute right, title and interest free from all encumbrances to transfer and convey the whole or part of the said Property, having fully marketable title therein and the owners have provide to the Developer only a part of land measuring an Area 3.31 decimals or say (2 kahta 1 chhatak) out of the constructed total land of 13.31 decimals the Construction.
 - decimals, for Construction.

 The Owners have not created any encumbrances on the said Property or any part thereof by way of sale, mortgage, exchange, lease, trust, easement rights, gifts, liens, leave and license, rent, possession, charges, inheritance or any other encumbrances whatsoever;
 - (iii) No notice or notification for acquisition/requisition under any statute of the past or presently in force, been received, served or passed by the concerned authorities for acquisition or requisition of the said property or any part thereof.
 - (iv) There are no taxation proceedings whether for recovery or otherwise initiated by any Taxation Authorities or local Authorities



Materials -

We guarantee for quality of materials at any stage of

construction.

Cement -

43/53 grade direct from manufacturer/company depot

Cement of Standard Brand.

Steel -

Standard quality steel as per is specification. (Fe450)

Aggregate -

Direct from crusher site.

Sand -

River Sand.

Lift having capacity of 4 to 6 person.

Silent Generator (on payment) for Lift, water pump and common light of building shall be borne by each and every flat occupant

Bore well - E' o deep B.W for Water - supply.

Electricity connection charges and Electric connection with separate Transformer for building shall be borne by each and every flat occupant including land owners. (On Cost as per JSEB).

SCHEDULE

All that piece and parcel of Rayati Land situated in Mouza -Kolakusma, P.S.-Saraidhela, Sub -Registry office, Dhanbad, in District-Dhanabad Mouza -Kolakusma, Mouza No.-12, Khata no.-87, Plot no.--1953, providing a part of 3.30 decimals (out of total area of land is equal to 13.31 decimals) which is butted and bounded as follows:-

North:

Part of this plot (1953) (Smt. Damyanti Singh)

South:

Plot no.-1950 (Own land.)

East:

Plotno.-1952

West:

Proposed Road of 12' - 0" wide.

IN WITNESS WHEREOF THE VENDOR HERETO HAVE SET AND SUBSCRIBED THEIR HANDS AND SEALS ON THIS THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

Ludame Ludo

Developers Photographs & Signature

Marcan Mar

Certified that the finger print of the left hand of the vendor/vendors and Developer/Developers whose photograph affixed in the document have been duly obtained before me.

WITNESSES

Bhuilhors, P.O. K.C. Ashram Shram colony, Dhanbad

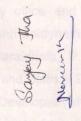


HUNDRED RUPEES

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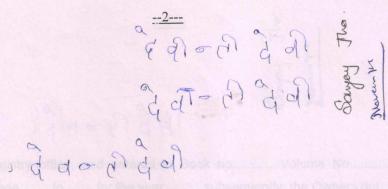


विवन मिले वी

This Development Agreement made on this O7+R

BETWEEN

Smt. Deventi Devi @ Damayanti Singh W/o-Sri Bhagwan Singh, by faith-Hindu, by Caste- Rajput, by occupation -House wife resident of Housing Colony, P.O. & P.S.-Dhanbad, Dist-Dhanbad Jharkhand, hereinafter referred to as the land "Owners" (which expression shall, unless repugnant to the context and meaning thereto shall mean and include their heirs, administrators, executor, assign, legal representatives and/or successors interest) of the FIRST PART.

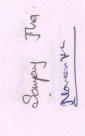


AND

M/s SHAKTI SAI BUILDERS & DEVELOPER a partnership firm through its Partners Shri Naveen Kumar Jha, S/o Late Bishamver Jha, by faith Hindu, by occupation - Business, resident of Saraidhela, P.S.-Saraidhela, Sub Division and District Sub Registry office and District - Dhanabd (Jharkhand) and Sri Sanjay Jha son of Shri Baidynath Jha, by faith-Hindu, by occupation-Business, resident of Saraidhela, P.S.-Saraidhela, sub-Division, and District Sub registry office, and District- Dhanbad, Jharkhand hereinafter called and referred to as the Developer (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, representatives administrators and assigns) of the Second Part.

WHEREAS:

- A. The Owners are seized and possessed of and are owners of or otherwise sufficiently entitled to the free hold title to 13.31 Decimal of appertaining to khata no.-37, Plot no.-1953, situated in Mouza Kolakusma, Mouza No. -12, P.S.-Saraidhela, Sub registry office, Dhanbad, in District Dhanbad, more particularly described in the schedule hereunder written (hereinafter referred to the "Property").
- B. The Property hereby was purchased by the Owners vide a sale deed no.-7229 dated 24.12.2002 for a valid consideration from Sri Khudiram Mondal, son of Late Ashu Mandal, registered at Dhanbad



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- C. It is hereby represented, declared and warranted by the Owners that
- (i) The said property is under the exclusive possession of the Owners with absolute right, title and interest free from all encumbrances to transfer and convey the whole or part of the said Property, having fully marketable title therein;
- (ii) The Owners have not created any encumbrances on the said Property or any part thereof by way of sale, mortgage, exchange, lease, trust, easement rights, gifts, liens, leave and license, rent, possession, charges, inheritance or any other encumbrances whatsoever;
- (iii) No notice or notification for acquisition/requisition under any statute of the past or presently in force, been received, served or passed by the concerned authorities for acquisition or requisition of the said property or any part thereof.
- (iv) There are no taxation proceedings whether for recovery or otherwise initiated by any Taxation Authorities or local Authorities pending whereby the rights of the owners to deal with the said property get affected in any manner whatsoever;

) देव हरी वेबी

IN WITNESS WHEREOF THE VENDOR HERETO HAVE SET AND SUBSCRIBED THEIR HANDS AND SEALS ON THIS THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

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Developers Photographs & Signature

Sayoy Tha

Certified that the finger print of the left hand of the vendor/vendors and Developer/Developers whose photograph affixed in the document have been duly obtained before me.

WITNESSES

Amarendra Kumar 1. Shiram colony, Bhui phore p.D. K. a. Ashram, Dhambad.

2. Pari Shorokoro Storgh. Calit Whos Colony, Dhiya. Po. Nagalagar (Ratorgosa)



SMART Building Works

Civil Consultancy

Er. A.Kumar Chartered Engineer (I) Reg-M-(137511-8) Mada Registered Engineer Lcn-No.(38/95)

Head-Offfice: Zila Parisad Market, Shop No-RII/IV, Bartand (Near-Labour Exchange Office) Dhanbad-1
Email- smartbuildingworks@gmail.com, Cell:9234163551 (0), 9931134695 (0), 9431123341

Co-ordinator office at: Delhi, Ranchi, Hazaribagh, Bokaro, Dehri-on-sone

Date: 06 - 08 - 18

Ref: NIL

TO WHOM IT MAY CONCERN

Herewith I am submitting the valuation report of the immovable property acquired by Photocopy of Sale deed no. 3117dated 22.04.2015 of registry office Dhanbad in favor of **Sri Sanjay jha** s/o Sri Baidya Nath Jha, at present resident of "Subham Heritage", Kusum-Vihar phase-II, Flat No-B-3,3rd Floor, Koyala Nagar, District-Dhanbad and the said Flat is situated in Apartment namely "Subham Heritage "Flat No-B-3 under Mouza-Kolakusma, Mouza No-12, Khata No-111, plot no-1907&1908 in District-Dhanbad.

All that Flat No-B-3, containing a **Super Built-up Area of 965.00sq.ft** in 3rd floor of Multistoried Residential Building, commonly known as "**Subham Heritage** "along with undivided proportionate share of land and percentage of undivided interest of common area as well including the parking area as per details given in Schedule in above said deed at page no-10 & serial no-09.

Based upon the eye observations and market survey, the report has been prepared and after giving careful consideration to the various important factors like Present condition, Location & Potential for Marketability etc.

I am of the opinion that The Present Market Value of the Property in Total for super Built-up area of 965.00@Rs.2300.00per sq.ft is Rs. 22.19, 500.00 (Rupees Twenty Two lakh Nineteen Thousand and Five hundred only)

The above said information is for needful work only.

Chartered Engineer (I)

AM-8/3438/9

Valuer B.O.I. UCO

2/o SMART BUILDING WORK'S

Zila Parisad Market, Shop No-R/2(IV)