

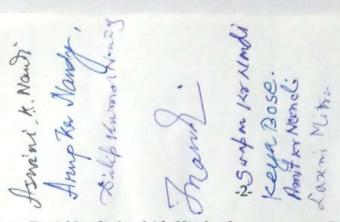
झारखण्ड JHARKHAND

725560

## DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 22<sup>rd</sup> day of JUNE 2011 BY AND BETWEEN 1) Sri Ashwini Kumar Nandi, S/o Late Tincori Nandi and Late Bijoya Rani nandi, by faith-Hindu, by occupation Retired, Resident of Loco Tank North, Hirapur, P.O. & P.S.-Dhanbad, Dist.-Dhanbad, 2) Sri Arup Kumar Nandi, S/o Late Tincori nandi and Late Bijoya Rani Nandi, by faith-Hindu, by occupation-Retired, Resident of Loco Tank North, Hirapur, P.O. & P.S.-Dhanbad, Dist.-Dhanbad, 3) Sri Dilip Kumar Nandi, S/o Late Tincori Nandi and Late Bijoya Rani Nandi, by faith-Hindu, by occupation-Retired, Resident of Loco Tank North, Hirapur, P.O. & P.S.-Dhanbad, Dist.-Dhanbad, 4) Sri Tapan Kumar Nandi, S/o Late Tincori Nandi and Late Bijoya Rani Nandi, by faith-Hindu, by occupation Retired, Resident of Loco Tank North, Hirapur, P.O. & P.S.-Dhanbad, 5) Sri Swapan Kumar Nandi, S/o Late Tincori Nandi and Late

For RIA & ASSOCIATES
Salif Bisha

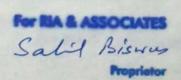


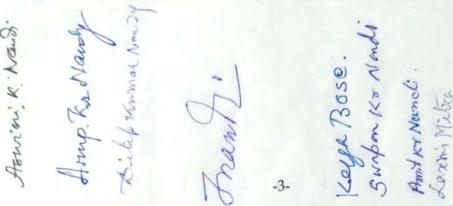
Bijoya Rani Nandi, by faith-Hindu, by occupation-Business, Resident of Loco Tank North, Hirapur, P.O. & P.S.-Dhanbad, 6) Sri Amit Kumar Nandi, S/o Late Tincori Nandi and Late Bijoya Rani Nandi, by faith-Hindu, by occupation-Business, Resident of Loco Tank North, Hirapur, P.O. & P.S.-Dhanbad, 7) Smt. Laxmi Mitra, W/o Sri Sunil Mitra, D/o Late Tincori Nandi and Late Bijoya Rani Nandi, by faith-Hindu, by occupation-Housewife, Resident of Jharna Para, Hirapur, P.O. & P.S.-Dhanbad, Dist.-Dhanbad and 8) Smt. Keya Bose, W/o Sri Kanti Nath Bose, D/o Late Tincori Nandi and Late Bijoya Rani Nandi, by faith-Hindu, by occupation-Housewife, Resident of Sitaram Dera, Jamshedpur, P.O. & P.S.-Jamshedpur, (Jharkhand). Hereinafter called and referred to as the OWNERS (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, successors, administrators, executors, assigns etc.) of the FIRST PART.

#### AND

RIA & ASSOCIATES represented through its Proprietor Sri Salil Biswas, S/o Late Hari Pada Biswas, Permanent resident of Ajanta Para, Hirapur, P.O., P.S. & Dist.-Dhanbad, hereinafter called and referred to as the <u>DEVELOPER</u> (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, administrators, executors, assigns etc.) of the <u>SECOND PART</u>.

AND WHEREAS the land at Loco Tank North, Hirapur, P.O. & P.S.-Dhanbad, under Mouza-Hirapur, Mouza No. 7, Plot No. 1053 & 1054, was settled to Muchi Ram Mahato and others who surrendered the same to the Then Zamindar of Jharia Raj Estate vide registered Surrender Deed No. 116 in the year 1939 which is recorded in the Registration Register, in kvolume No.4, Page No. 286 to 288 of the Office of Registrar, Dhanbad measuring 95 decimal or 2 bighas 17 Kathas.





AND WHEREAS the same land as mentioned above were settled to Smt. Bijoya Rani Nandi, W/o Late Tincori Nandi, who having got the settlement of the same by virtue of Permanent Settlement Record No. 539 Patta No. 5 dated 11.01.1940 by paying a nominal Salami and required Rent Receipt was also issued by Jharia Raj Estate till the abolition of Zamindari specially the Raj Estate of Jharia in the year 1950.

AND WHEREAS Smt. Bijoya Rani Nandi applied for mutation of the above mentioned land in her name to the Zamindar at present the post known as Circle Officer, Dhanbad and the Mutation was granted vide Mutation Case No. 80b/1952-53 dated 02.09.1953 which had been recorded in the Mutation Register for the year 1952-53 after verification from the Record of Jharia Raj Estate.

AND WHEREAS Smt. Bijoya Rani Nandi had been in possession of the same by exercising diverse acts of possession thereon including constructing dwelling house after submitting a plan before the Chairman, Dhanbad Municipality and sanction of the same was given vide Sanction Plan No. 22 for the year 1960-61 dated 08-06-1960 thereon for almost 50 years since 1960.

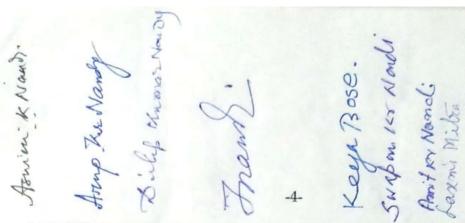
**AND WHEREAS** Smt. Bijoya Rani Nandi also sold various portions out of the part of the aforesaid land left to various persons from time to time by various registered sale deeds.

AND WHEREAS after selling the various portions of the Plot No. 1053 and 1054 total area of 28 Khatas and 6 Chhatak were left behind.

AND WHEREAS after the death of Bijoya Rani Nandi entire 28 Khatas 6 Chhatak land with all structures thereon developed upon and inherited jointly by her six sons the Owner abovenamed who continued to possess the same jointly by exercising diverse acts of possession.

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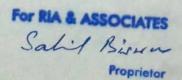
AND WHEREAS land situated at Hirapur, Dhanbad measuring 0.10 decimal being portion of C.S. Plot No. 1048 appertaining to C.S. Khata No. 37 within Mouza-Hirapur, Mouza No.-7, morefully described hereunder belonged to Sri Tinkori Nandi having purchased the same by registered sale deed no. 13661 Dated 27.12.1975 by Sri Shyamda Charan Gangopadhya had been possessing the same by exercising diverse acts of possession thereon including constructing dwelling house thereon for almost 25 years since 1975.

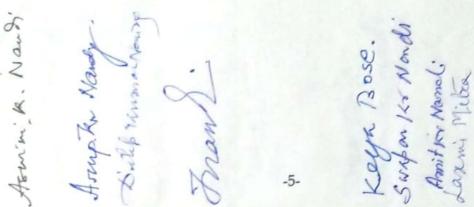
AND WHEREAS Sri Tincori Nandi applied for mutation of the aforesaid land in his name and the some was granted vide Mutation case no. 100(2) Hira/75-76 Dated 24.04.1976 and was paying rent till 2009-2010.

AND WHEREAS after the death of Tincori Nandi and later his widow Bijoya Rani Nandi Schedule "B" land also develped upon and inherited by the Owners above named jointly.

AND WHEREAS after the death of Sri Tincori Nandi and Smt. Bijoya Rani Nandi consequently Schedule "A" and Schedule "B" measuring 28 Kathas and 6.5 Katha, Total 34.5 Katha property developed upon/inherited by their 6(six) sons and 2(two) daughters, the Owners above named.

AND WHEREAS owing to death of Sri Tincori Nandi and Smt. Bijoya Rani nandi their sons and daughters as the "OWNERS" above named applied for the aforesaid 28 Khatas 6 Chatak land situated at Hirapur being portion of C.S. Plot No. 1053 and 1054 appertaining to C.S. Khata No. 7 within Mouza-Hirapur, Mouza No. -07 and 0.10 Decimals land situated at Hirapur, Dhanbad being portion of C.S. Plot No. 1048 appertaining to C.S. Khata No. 37, within Mouza-





Hirapur, Mouza No.07 for mutation of their names and mutation was granted vide Mutation Case No. 1591 (II)/2010-11 Dated 15.10.2010 and Mutation Case No. 1581 (II)/2010-11 Dated 18.10.2010 respectively.

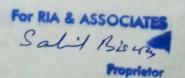
AND WHEREAS sometime recently the "OWNERS" above named approached the Developer above named and expressed willingness to get the Schedule "A" and Schedule "B" property developed by getting multistoried building complex comprising of residential flats, constructed thereon and the DEVELOPER agreed to develop the said property subject to the standard terms conditions and covenants prevalent in the trade.

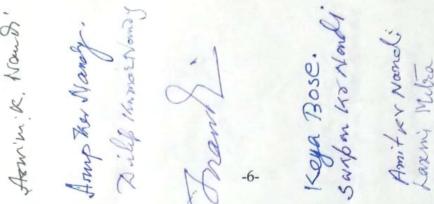
AND WHEREAS following negotiations the "OWNERS" and the "DEVELOPERS", whereby the owners had agreed to get developed and the Developer had agreed to develop schedule "A" and Schedule "B" property vide this agreement by getting multi storied building complex comprising of residential flats, constructed thereon on the terms and conditions mentioned in this agreement.

AND WHEREAS the "DEVELOPER" shall get requisite building Plan sanctioned by the Mineral Area Development Authority (MADA) of Schedule "A" and Schedule "B" land for development on behalf of the owners.

#### NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

 That, owners have delivered the vacant possession of the Schedule "A" and Schedule "B" land to the developer for development thereof in terms of the agreement.



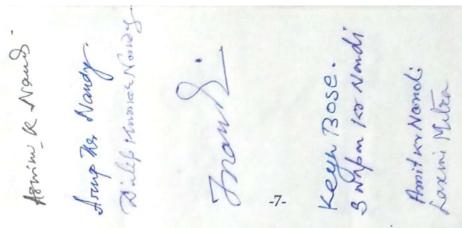


- That, the developer shall develop Schedule "A" and Schedule "B" land by constructing a multi storied building thereon as per the building plan to be sanctioned by MADA.
- 3. That, the entire cost of construction of the multistoried building or apartment on Schedule "A" and Schedule "B" with all costs incidental thereto getting the said land ready for such construction, getting building plan prepared and sanctioned by MADA etc. shall be borne by the Developer.

#### 4. That, The Owners have agreed:-

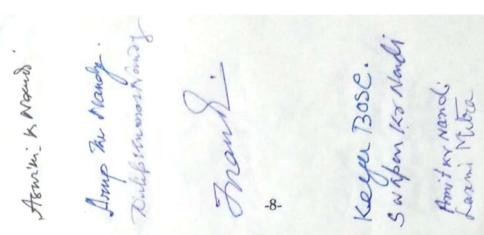
- (i) To execute a General Power of Attorney in favour of the Developer for construction of New Building on theiaid land and also for selling/ transferring/ disposing of the Developer's portions of the New Building including proportionate share in the said land to intending buyers.
- (ii) To make payment of the municipal rates taxes and others outgoings including electricity charges payable in respect of the 5 aid land upto the date of handing over the vacant possession of the said land to the Developer.
- (iii) To co-operate and/or assist the Developer in undertaking the work of the development and/or construction of the New Building in accordance with the Plan.
- (iv) To empower the Developer by means of aforementioned Power of Attorney to sell/ lease/ dispose of flats etc. of the developers allocation to the intending buyers by executing sale deed in favour of those buyers and presenting such sale deeds before Sub-Registrar Dhanbad for registration thereof and receiving the sale considerations from the buyers.

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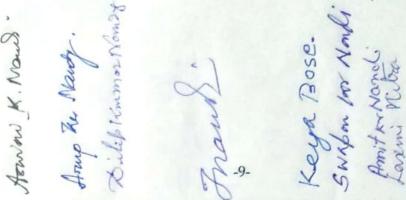
- (v) To do all other acts deeds and things as may be necessary and/or required from time to time.
- (vi) To sign and execute from time to time plans application for layouts, subdivision, construction of the building application necessary to be submitted to the concerned at the request of the developer.
- (vii) That, the Owners shall deliver to the Developer all title deeds, mutation order, rent receipt and other relevant documents relating to Schedule "A" and Schedule "B" land to the Developer which may be required for the various purposes.
- 5. That, the development of the said land and construction of multistoried building thereon would be according to plan to be sanctioned/approved and subject to such sanction/approval according to the specifications and particulars given therein and there will be no deviation without the knowledge of owners.
- 6. That, the development of the said land and construction of the said multistoried building would be at the sole risk and expenses of the developer and developer will comply with all statutory provisions, rules and regulation in relation thereto and the owners shall not be held liable for the same in any manner.
- 7. That, if any changes of any kind in the construction and furnishing of the said flats of the owners, if desired by them then that will have to be done at their cost and resources. The developer will not be responsible for undertaking any such kind of work.

For RIA & ASSOCIATES
Salif Bishay
Proprietor

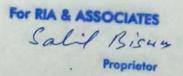


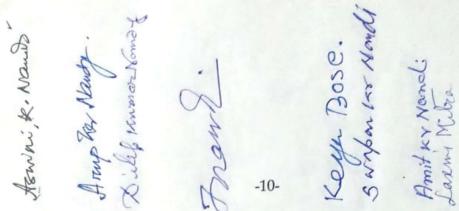
- 8. That, all the flat owners will have equal rights, interest and title over the common areas such as passage, terrace, staircase, generator room etc. after said flats of according to their share will be allotted to them.
- 9. That, the owners shall not be liable for any actions fines, penalties or cost and expenses for any violation of any violation of any statutory provision in relation to the said development and construction by the developer.
- 10. That, the developer will be at liberty to generate funds by advertisement/ selling/booking/mortgaging of flats of his share of the proposed apartment.
- 11. That, the owners shall not object to any construction or laying of sewerage, drainage, water pipes, cables or other provision made in accordance with the law and scheme of construction of the said multistoried building.
- 12. That, the land owners will co-operate in any means of legal and administrative matters for speedy construction of the said development. Any delay by local administration will be borne by both land owners and the developer.
- 13. That, the owners will not be held liable and responsible for any payments during the construction period to be made whatsoever to the laborers, 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 "A" and Schedule "B" land of this agreement and that will be the sole responsibility of the developer.

For RIA & ASSOCIATES
Salty Bisung
Proprietor



- 14. That, the OWNER'S ALLOCATION shall mean all that 34% of Total Super built-up Area, but such 34% comprised of 22 nos. of Flats, out of which 9 3 BHK Flats and 13 2 BHK and also 31% of the Car Parking Space available in the proposed building shall be the share of owners which will be specifically shown in Development Agreement after the plan is sanctioned by MADA.
- 15. That, the DEVELOPER'S ALLOCATION shall mean all that the 66% of total Super Built Up Area and 69% out of total numbers of Car parking available of the Super Built Up Area of the New Building, as the Architect.
- That. the land owners hereby declares that the Schedule "A" and "B" property is free from all encumbrances^ debts, lien, charges etc. and the land owners has absolute marketable title over the Schedule A and Schedule "B" land of this agreement and have no legal case suit or soils pending before any court of justice in respect to the Schedule "A" and Schedule "B" land of this agreement and if so; the Owners will be solely responsible for the same and will be solved by the owners.
- 17. That, the Owners have already given exclusive possession of the Schedule A and Schedule "B" land for the purpose of development thereof and the Developer will carry out the preliminary works like removal of old structure and debris thereof, leveling of the said land and surrounding the same with boundary wall etc. essential for commencement of the development work forthwith and immediately on execution of this agreement as well as simultaneous power of attorney the Developer shall commence the development work.

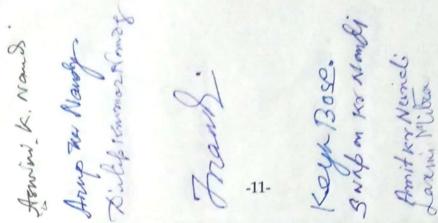




- 18. That, Owners shall not be liable and/or responsible for any accident that may occur during construction work or any problem arising out of circumstances not attributable to the Owners.
- 19. That, the Developer shall abide by the specification and maintain a good quality of construction of the entire building.
- Developer, the period of completion may be extended for another 6 months.
- 21. That, the Developer hereby covenants with the owners that he shall hand over the Owners the flats constituting the owner's portion in fully completed state, with standard fittings.
- 22. That, the developer hereby agreed to pay Rs, 5,000/- (Rupees Five thousand) only to (1) Sri Ashwini Kumar Nandi, (2) Arup Kumar Nandi, (3) Sri Tapan Kumar Nandi, (4) Sri Swapan Kumar Nandi, (5) Sri Amit Kumar Nandi each per month from the date of vacating residential house till handing over of flats to them as per agreement.
- 23. That, the Owners have no objection if the builder uses the top roof of the multistoried building for any purpose including the purpose of construction permitted by and under the law.

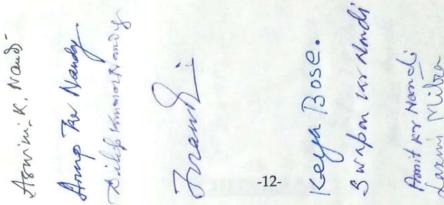
For RIA & ASSOCIATES
Sali Bisus
Proprietor

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- Authorities concerned permitting any further vertical or horizontal extension or construction in the said building then in that event the same will be divided and shared between the **Owners** and the **Developer** in the same ratio in which the existing building or New Building has been agreed to sale by this agreement. Provided however, that in that event the **Developer** shall be entitled to connect common amenities such as water and sewerage connection of the proposed new construction with the then existing construction at the said land and the **Owners** hereby consents for the same. This expansion will only be done by the Developer if the Owners gives their consent in writing.
- dispute solving all/any arose during mutually for 25. That, development agreement the development/regarding this "OWNERS" and "DEVELOPER" hereby covenants with each others as follows :
  - a. All/any disputes arising out of/ in connection with/relating to/regarding this development agreement, rights and liabilities arising/acquiring hereof, performance hereof and interpretation of any term of this agreement shall, be referred to the arbitration of Sole Arbitrator to be appointed with the mutual consent of both the parties hereto/or in the event of any differences between them by the due process of law and the decision of such Arbitration such referred dispute/disputes shall be final and binding upon both the parties.

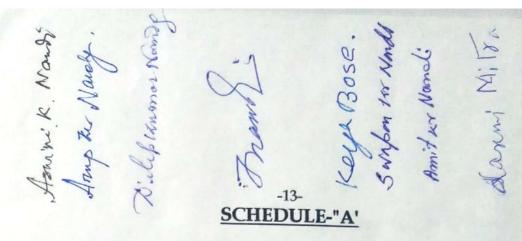
For RIA & ASSOCIATES
Salid Bickey
Proprietor



- b. Both the parties hereby covenant with each other that if any on them receipt of a notice in writing and sent in registered cover by the other party seeking appointment of Arbitrator U/s 21 of the Arbitration And Conciliation Act 1996, fails and neglects to appoint Sole Arbitrator and/or to hold meeting/discussion for the purpose of appointment of Arbitrator within 30 days of receipt of such notice, in that event the other party who has sent the said notice shall have right to appoint Sole Arbitrator and such Arbitrator shall be deemed to have been appointed by the mutual consent of both the parties.
- c. The Sole Arbitrator appointed shall be entitled to lay down his own procedure.
- d. The Sole Arbitrator shall have power to give interim award and/or orders/direction.
- e. The Arbitration shall be held at Dhanbad Only.
- 26. That, all disputes arising out of this agreement will be subject to the jurisdiction of the Dhanbad Court.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SUBSCRIBED THEIR SIGNATURES HERETO ON THE DAY, MONTH AND YEAR MENTIONED AT THE BEGINNING OF THE AGREEMENT.

For RIA & ASSOCIATES
Salid Bisura,
Proprietor



Within District Dhanbad, P.S. Dhanbad in Mouza Hirapur, Mouza No. 7, Khata No. 80, Plot No. 1053 and Plot No. 1054, total area 28 Khatas and 6 Chatak of land acquired vide virtue of Permanent Settlement Record No. 539, Patta No. 5, dated 11.01.1940 by paying a nominal Salami and required Rent. Rent Receipt was also issued by Jharia Raj Estate till the abolition of Zamindari specially The Raj Estate of Jharia inthe year 1950 and butted and bounded as follows:

North : Building of Samir Kumar Dey

and Building of Late Sutapa Ghosh.

South : Building of Late Kalyani Roy

East : Municipal Road.

West : Own Land.

### SCHEDULE - "B1

Within district Dhanbad, P.S. Dhanbad in Mouza Hirapur land situated at Hirapur, Dhanbad being portion of C. S. Plot No. 1048 appertaining to C. S. Khata No. 37, the total area of 0.10 Decimals land within Mouza Hirapur, Mouza No. - 7, morefully described in Schedule "B" hereunder belonged to Sri Tincori Nandi who having purchased the same by registered sale Deed No. 13661, Dated 27.12.1975 by Sri Shyamda Charan Gangopadhya and butted and bounded as follows:-

North: Building of Asarfi Yadav.

South : Buildingof Mrs. Alo Rani Sarkar.

East : Own Land.

West : Building of Bhagwan Prasad.

	-14- Asmini R. Namo)
Witness:-	Signature of Owner No1
. 1.5 mit 1 dum Mita	Army The Manely Signature of Owner No2
2. Konti Hath Bose.	- Diles rammar Now
	Signature of Owner No3
	Trans!
	Signature of Owner No4
	Swapan Kr Nand
	Signature of Owner No5
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	Amit Kr Naneli Signature of Owner No6
	Signature of Owner Ivoo
	- Laxing Milka
	Signature of Owner No7
For RIA & ASSOCIATES	Keyn Bose.
Salif Bisary Proprietor	Keyh Bose. Signature of Owner No8

# M/s Ria & Associates

HIRAPUR, DHANBAD-826001 (JHARKHAND)

Ref. No. : . RIA /13-14/09.

Date: 28 |04 | 2013

#### **POSSESSION LETTER**

To, Sri Amit Kumar Nandi & Others North Loco Tank Area, Hirapur, Dhanbad Jharkhand-826001

Sub: Possession Letter & Handover of Flats as per Development Agreement on dated 22.06.2011

Dear Sirs/Madam,

With reference to our Development Agreement on dated 22.06.2011, we are hereby pleased to inform you that the building is completed to the satisfaction and the flats are ready to shift. With this letter, we are handing over the Flats to you as per Land Lords share & as mentioned in the agreement.

Thanking You,

ours Faithfully

Proprietor

(SALIL BISWAS)

## खनिज क्षेत्र विकास प्राधिकार,धनबाद।

पत्रांक-\_\_\_\_/ न0नि0

सेवा में,

श्रीमबोर अभियनी कुतार नन्दी श्री अभित कु0 नन्दी एवं अन्य पिता— स्व0 तिनजोड़ी नन्दी पता— नौथं लोको देव हीरापुर शावाट ।

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धनबाद,दिनांक.....

विषय:-

महाशय,

निदेशानुसार सूचित करना है कि.....टी रूपारू..... मीजा अन्तर्गत खाता नंव... 37, 30......प्लोट नंव..1048

1053...1051... रकवा 24786 वर्जी टभूमि पर स्वीकृत नक्श के अनुसार लाईसेंसी अभियन्ता श्री .....वित व्याप्त की देख—रेख में कार्यारम्भ के पूर्व निर्धारित प्रपत्र में अधोहस्ताक्षरी को कार्यारम्भ की जानकारी उपलब्ध करायेंगे।

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

प्रबन्ध निदेशक के लिखित पूर्वानुमित के वेगैर किये गये किसी भी विचलित निमांण को नियमित नहीं किया जा सकेंगा, बल्कि उसे तोइना 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 विनियमन 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 स्वंय जिम्मेवार रहेंगे तथा स्वीकृति आदेश राज्य सरकार / नेशनल बिल्डिंग कोड के अद्यतन आदेशों, निदेशों एवं प्रावधानों से स्वतः प्रभावित होगा. ।

> नगर निवेशक / तकनीकी सदस्य खनिज क्षेत्र विकास प्राधिकार, धनबाद।

ज्ञापांक- - १२ २०२ / नगर निवेशन, दिनांक 23 5 11 /

प्रतिलिपि- श्री ....व्यापात ....लाईसेंसी अभियन्ता धनबाद।

सहायक अभियन्ता, माडा, धनबाद को सूचनार्थ एवं

आवश्यक कार्रवाई हेतु प्रेषित।

नगर निवेशक/तकनीकी सदस्य खनिज क्षेत्र विकास प्राधिकार,