

751

Development Agreement

698



सत्यमेव जयते

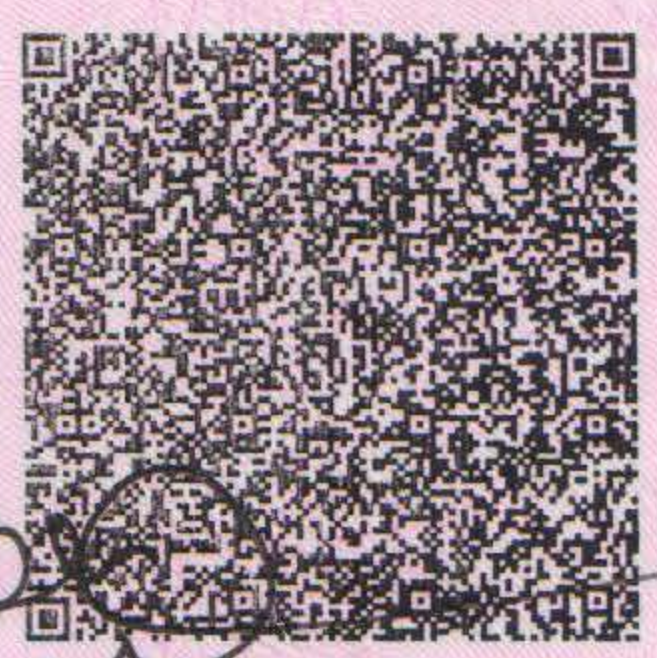
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Certificate No. : IN-JH26936794366063S
 Certificate Issued Date : 24-Feb-2020 12:47 PM
 Account Reference : CSCACC (GV)/ jhcsceg07/ JH-BKKRI0394/ JH-BK
 Unique Doc. Reference : SUBIN-JHJHCSCEG0739431159147039S
 Purchased by : ABHAY RANJAN PRASAD SRIVASTAVA
 Description of Document : Article 5 Agreement or memorandum of an Agreement
 Property Description : DEVELOPMENT AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : AJAY KUMAR
 Second Party : ABHAY RANJAN PRASAD SRIVASTAVA
 Stamp Duty Paid By : ABHAY RANJAN PRASAD SRIVASTAVA
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

Development Agreement
 Amount
 640,000
 Recd
 15/02/20
 amount



Ajay Kumar



Please write or type below this line

नियम 21 के अन्तर्गत निम्न ग्राहक: भारतीय स्टाम्प अधिनियम के अधीन यथावत् स्टाम्प-शुल्क लगाया गया है। या स्टाम्प शुल्क से विमुक्त है।

Shd 100

Free

16000 = 00

मूल्यांकन जाया

निबंधन पदाधिकारी

25/2/20

25/2/20

SR 0006113226

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Ajay Kumar
S/O Shree Devbans Kumar

DEVELOPMENT AGREEMENT

1) NAME OF THE VENDER :

Sri Ajay Kumar S/O Shree Devbans Kumar, Aadhar No. 5777 1488 4000, PAN No. APNPK3224L, Aged about 52 yrs, Caste – Kaystha, occupation- Business, residing at Plot no. 36, Bari Co-operative ,Sector -12, P.S – sector - 12 ,Bokaro Steel City, Dist. – Bokaro , Jharkhand .

AND

Their legal heirs and successors by nationality Indian, hereinafter called the 'LAND OWNERS' of the first Part ,which term unless repugnant to the context shall include their heirs, assignees, representative, executors, administrators & successors-in-interest.

2) NAME OF THE DEVELOPER (Vendor No 2):-

MAA KATYAYANI ENTERPRISES a Proprietor ship company having its registered office 404 Co-operative Colony ,Bokaro Steel city ,represented through its nameiy Sri Abhay Ranajn Prasad Srivastava S/o Shri Priya Ranjan Prasad Srivastava (Aadhar No. 9668 2088 2407, PAN No. BGUPS9738N), Caste – Kaystha, occupation- Business, residing at 404 Co-operative Colony, Bokaro Steel city, Bokaro (Jharkhand). hereinafter called the DEVELOPER of the second Part, which term unless repugnant to the context shall include its, representative, executors, administrators & successors-in-interest of the SECOND PART.

दस्तावेज में अंकित प्लॉट
अंचल से प्राप्त सूची से बाहर है।

Ajay Kumar
25/12/20

दस्तावेज में अंकित प्लॉट
वन भूमि से बाहर है।

3.) Description of the Property:-

All that piece and parcel of vacant land measuring an area comprising of khata No. 40 ,Plot No. 461 ,Rakwa (Area) 15 dec. (Fifteen dismal) Land in situated at survey Mauza -Tatulia ,thana No. -38, Anchal Office -Chas , ,Tahsill Zilla Bokaro , Sadar Registry office -Bokaro Chas , Thana -Sector - 12 And area and Boundary is North- Open land , South - Road ,East - Vacant Land, West - Road . That the Commercial value of the said properties is Rs. 6,40,000/- (Six Lakh Forty Thousand only) which is situated in Halka No. 13.

RECITAL

Where as the property was of Sri.Uday sankar Kashyap s/o Lt .Gori Shankar Lal ,he purchased Rayat Land from Sh.Ram Niwas singh & Sh. Dineswar Prasad singh vide deed no. 8781 (Book No.1.vlume No.44,Page No 169 to 170) dated 31.11.1988.of Schedule of the land within District Bokaro ,P.S Chas , Mouza Tetulia ,Mouza No.38 , Khata No. 40 , Plot no. 461 area 15 Decsmil .After which vendor No.2 purchased the same property of 15 Decimal through Registered sale deed no. 7080 dated 12.02.2015 and was registered at chas Bokaro .Since then vendor have been mutated their names in circle office and an under peace full possession over the land .

01. And whereas the owner are interested in getting a multi stories residential building developed and constructed on the said property as permissible and acquired built up area in the shape of residential flats, parking spaces , commercial Area etc.

Ajay Kumar
25/1/20

02. That the developer, offered to develop and construct at its own cost, a multistoried residential building on the said land of the owners and owners being desirous and agreed to take one flat on third floor approx. Super build up area 900 (Nine Hundred) sq. fit +-20 sq.fit as consideration for part of the said Land to be Conveyed by the owners to the developer or its nominees including a co-operative housing society, firms, Associations of person, body corporate etc.
03. The Vendor shall have no right to murmur any other claim except one flat on 3rd floor comprising of approx. Super build up area 900 (Nine Hundred) sq. fit + - 20 sq.fit
04. As a result of the negotiation between the parties here to and on the representation and declaration made by the owner as herein recorded, as an agreement for absolute sale deed of the said land by the aforesaid developer has been arrived at between the said owner of land and the developer hereto terms and conditions hereinafter appearing.
05. The aforesaid owners hereby appoint the aforesaid developer as the developer of the said property and irrevocably grant to the said developer, who hereby accepts from the owner exclusive right, and license to develop the said property in the schedule hereunder written the manner and on the terms conditions and stipulation hereinafter mentioned.

anil kumar
Ajay

06. The developer shall construct a multi storied building on the said land of the owners on the basis of plans approved by MADA/ Chas Municipal Area in the terms of prevailing planning standards & building Bye Laws.
07. That the developer shall at the earliest possible time arrange to have suitable design, model and/or plans prepared for the proposed project and for this purpose he may engage and employ Architect or architects at their own expenses and responsibility.
08. The developer may apply for requisite clearance, permission, sanction and approvals for construction over the said schedule land. He may make any variation in the design/plan from time to time, if permissible under rules and necessary, at his entire cost and expenses.
09. That the developer will complete the project in such a manner as per the MADA / Chas Municipal approved plan .
10. That the developer may take loan on security in the super structure raised by developers.

on behalf of
Ajay Singh

11. The developer shall be entitled to appoint qualified architects, surveyors, engineers, contractors and legal advisors and other persons of its own choice . The land owner shall not in any event be liable for payment of wages, salary to the persons employed by the developers. The Developers shall take Electrical connection /water connection at their own cost.
12. That in case of litigation in respect to title or possession of schedule of land cost of contest will be borne by the owners but if any other litigation or proceeding crop up due to act of the developer in course of construction the entire cost would be borne by the developer including compensation and damages if granted by the court.
13. That developer shall develop the said property at their own cost and shall alone responsible for the development of the said property. and, that all types of costs and expenses legal or otherwise shall be borne by the developer.
14. That all cost of Agreement, registration cost and construction cost of the aforesaid land area will be borne by the developer.
15. That it shall be sole responsibility of the developer to provide arrange the required financé for the construction .

Ajay Kumar
25/12/20

16. The developer/builder shall alone be responsible and liable to the Government rule & regulation , Bokaro Municipality , and other concerned authorities for the development of the schedule of land and shall alone be liable for the losses, if any claim arises from the development of the said and shall indemnify and dept indemnified the land owners and their estate against and in respect of all action, proceedings, demand, claim, cost, charges, expenses, losses, damages, and/or penalties of any sort or nature whatsoever that the owners may be put or sustain or incur and/or raising out of or in connection with the development of the said land by the developer or breach of any terms and conditions of the rules and regulation framed by the Municipal and other authorities. But the landlord will deal with all the issue concerned with any person , with Bari Cooperative society related to Land with provincial & financial assets .
17. The owners hereby from the date of this agreement grant exclusive right and license to the developers to take up and proceed with the development, planning and construction of the said building .in terms of this agreement .
18. The developer shall develop the said property in its own name and account and at its own cost and shall alone be responsible for the development of the said property .

20/1/22
Kumar
Ajay

19. As after the date hereto the Developer shall be deemed to be in possession of the said property and shall be free to do all acts, deeds and things for development and construction of the said building at the developers own cost and expenses.
20. The developer shall be entitled to develop the said property by constructing thereon one building consisting of dwelling units, flats, parking spaces and other structures in terms of the building plans approved by the by MADA as started herein above.
21. That in case of any dispute of difference between the parties arising out of any relating to this agreement, the same shall be settled by references of the dispute or difference to the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbitration Act, 1996 as amended from time to time.
22. If any dues as on date of agreement relating to the land with respect to corporation tax, electricity bill and any government levies, society Dues or duty if any are known to the developer/developers shall be borne by the landowners.

On behalf of
Kumar

Ajaya

23. The developers and/or nominees shall solely and exclusively be entitled to the Developer's area, and they shall have absolute right, title and interest, they shall be fully entitled to transfer, absolute sale of flats, convey, grant, otherwise alienate their interest, in any manner as deemed fit by them to any person, Association of persons, Firms, Body Co-operative Societies Government agencies, etc, on such terms and conditions as may be decided by the developer or its nominees individually or collectively.

24. In case of any accidents/ incidents land lord will be not responsible during the time of construction till the entire construction of the units/ project is completed.

25. All taxes such as municipal/ water, wealth taxes are to be paid by the builder/ developer.

26. No electricity bill/ taxes are to be paid by the land owners till the owner said flat portion is handed over by the developer/ builder.

on 1/1/52
Kumar

Ajaya

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on behalf of
Ajay Kumar

STANDARD SPECIFICATION

01. STRUCTURE :- R.C.C Framed structure with redbrick works in cement mortar as per design & specification of structural Consultant.
02. DOORS :- (a) Doors frames (choukhatas) of hard wood such as Sal wood.
(b) 32 mm thick flush/panel Door shutters of ISI mark, painted with 2 coat of synthetic enamel paint on a coat of primer.
03. WINDOWS :- Fully glazed Aluminum windows or hard wood window with Grills painted with 2 coats of synthetic enamel paint on a Coat of primer.
04. FLOORING :- (a) Marble/ Vitrified tiles cut size – 2'x2' thickness (8 mm To 10mm) flooring in all area of the flat.
05. KITCHEN :- (a) Marble/ flooring
(b) Working platform/ Marble tiles/polished granite flooring.
(c) Dado –18" high ceramic Tiles above working platform.