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सत्यमेव जयते

INDIA NON JUDICIAL Government of Jharkhand

e-Stamp

Certificate No. : IN-JH19629030526779R
 Certificate Issued Date : 30-Jul-2019 10:16 AM
 Account Reference : SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB
 Unique Doc. Reference : SUBIN-JHJHSHCIL0126638856621403R
 Purchased by : MS AARYA DEVELOPERS AND BUILDERS
 Description of Document : Article 5 Agreement or memorandum of an Agreement
 Property Description : DEVELOPMENT AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MALTI OJHA
 Second Party : MS AARYA DEVELOPERS AND BUILDERS
 Stamp Duty Paid By : MS AARYA DEVELOPERS AND BUILDERS
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Aarya Developers and Builders

Suman Kumar

Partner

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

नख्खन ननरड 21 क अघीन और छोटनननन
 काशतकारी एक्ट की धारा 2 क अघीन
 ना याहदर हे और इण्डियन स्टाम्प एक्ट-1895
 की अनुसूची 1 धारा 1 क 5 क अघीन
 यथावत प्रमाण नकारा जाय हे। अथवा नरकड
 नथदी न वररुत हे या स्टाम्प - शरक अघरररर
 नही हे।

31/7/19

Malti Ojha

31/7/19

नखरररर धररर

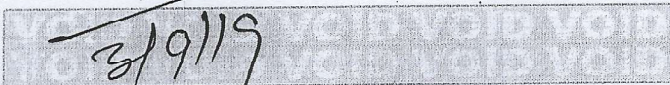
धरर IV धररर

Malti Ojha

Suman Kumar

31.7.19

SR 0002768142



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Development Agreement value is ~~92,20,000/-~~ ^{96,50,000/-} ₹= 100%

भूमि संबंधी कागजातों को जाँचा

Online Payment 10 - 2,22,277/-

GRN - 1901890669 dt 31/7/19

Online Payment 10 - 22057/-

GRN - 1902065843 dt 31/9/19

Total Amt 2,22,277 + 22057 = 244334/-

22
2
31/7

33
2
31/7

अंकित अधिकारी पंचनाथ से प्राप्त सूची अनुसार दस्तावेज में वर्णित मीजा गारुडपुर (वि. नि. रावडा) नम्बर 13 के नया खाता नं० सतर निषिद्ध खाते से बाहर है/सूची बंद नहीं है।
31/7/19

पंचनाथ वर्णित जमाने का मुल्य मांग द्वारा क अनुसार निर्धारित न्यूनतम मुल्य से कम नहीं।



Malti Ojha

Suman Kumar

31.7.19

~~Receipt
E 219250-00
E 2000-00
221250.00~~

After Receipt
31/7/19 E 241250-00
E 2000-00
243250.00

DEVELOPMENT AGREEMENT

Rec.
31/9/19

THIS DEVELOPMENT AGREEMENT made on this the 31st day of July Two Thousand Nineteen

BETWEEN

SMT. MALTI OJHA Wife of Late Pnchanand Ojha, by Faith Hindu, by caste Brahmin, by occupation Housewife, Resident of Shiv Mandir Road, Kusum Vihar, Saraidhela, Dhanbad, hereinafter called and referred to as LANDLORD/ OWNER (which expression shall unless excluded by or repugnant to the context be deemed to include her respective heirs, successors, nominees and/.or assigns) of the ONE PART.

Aarya Developers and Builders
Suman Kumar
Partner



31/7/19 10/11/19

मालती ओमा
अनविद्युत
किसमत गृहणी

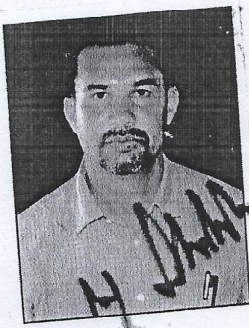
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AND

M/S AARYA DEVELOPERS AND BUILDERS, a Partnership Firm, having its office at J.C Mallick Road, Hirapur, Dhanbad, Represented herein through its Authorised Partner **SRI SUMAN KUMAR** Son of Sri Vishwanath Singh, by Faith Hindu, by caste Rajput, by occupation Business, Resident of J. C. Mallick Road, P.S. and Dist. Dhanbad, hereinafter referred to as the "BUILDER/DEVELOPER" (which expression shall, unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, legal representatives and assigns) **of the OTHER PART.**

WHEREAS:

- A. The Land Owner/first party hereto above named owned 10 kathas of land, at Mouza Narayanpur alias Piprabera, Mouza No. 13, under P.S. Saraidhela and Dist. Dhanbad, Plot No.263,264,265, Khatian No. 5, land was purchased vide Deed No. 4369 dated 25.03.2011 from its rightful owner Amrit Anand and the owner hereto has been in peaceful possession over the said land; And

The facts described above mean and conclude that the Land Owner/first party hereto is the rightful OWNER of the aforesaid land measuring 10 Kathas, and got their name Mutated for 10 Kathas of land vide Mutation Case Nos. 228(II)2011-12 and paying rent under Thoka No.1886, and under Volume No. 1, page No. 701,

- B. The Owner had been in search of a Developer to develop the land described in the Schedule of this Development Agreement into a Multistoried Building (Commercial and/ or Residential) Complex.
- C. The Developer, "M/S AARYA DEVELOPERS AND BUILDERS," approached the present owners and offered to Develop the property by erecting new multistoried buildings thereon on the terms and conditions mentioned hereafter.
- D. Owner have represented to the Developer as follows:

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- I. That the Owners are absolute seized and possessed of the piece and parcel of land measuring 10 Kathas morefully and particularly described in Schedule hereunder written and hereinafter referred to as the said premises.
- II. That the said Premises is free from acquisition and/ or requisition in any nature whatsoever.
- III. That the said Premises is not effected by any Road Alignment.
- IV. That the Landlords have not entered into any agreement with any person in respect of the said property or created any charge on the said property and during the pendency of this Agreement for development of the Owners shall not enter into Agreement with any other Developer or Promoter or create any change in respect in the proposed multistoried building to be constructed by the Developer on the said piece of land.
- V. That no notice of attachment, requisition, acquisition received from any Competent Authority in respect of the said premises.
- VI. There is no embargo and or outstanding dues in respect of Income Tax of the Owners and/ or any notice of attachment as being received from Income Tax Authority under the provisions of the Income Tax Act 1961.
- VII. That the Owner shall comply with all requisition for the purpose of development of the said premises.
- VIII. That, the Owner do hereby covenant with the developer that the owner, is the sole and absolute owner of the land described in the schedule below, and that his right, title, interest and possession to, in and over the same is in no manner defective and is in no manner encumbered by way of mortgage etc. and there is no other claimant of the land, should it, therefore, in future transpire that his right, title, interest and possession to in and over the said land hereby sold is in any manner defective or in any manner encumbered and if for any one or more reasons developer is dispossessed or put to any

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other loss or obstructions, the owner shall be liable to make good such loss as the Purchaser may suffer by reasons thereof.

DEFINITION

Unless these presents it is repugnant or inconsistent with:

- I. OWNER shall mean the Owner mentioned in this indenture hereinabove and/ or its successors in interest, legal representatives, and assigns.
- II. DEVELOPER shall mean "M/S AARYA DEVELOPERS AND BUILDERS", and its successors and interests, liquidators, nominees and/ or assigns;
- III. PREMISES shall mean all that the Land and Premises mentioned in the schedule hereunder within the limits of Mineral Area Development Authority/ Municipal Corporation Authority within the District of Dhanbad and particularly described in the schedule hereunder written.

NOW THIS AGREEMENT WITNESSETH AND PARTIES MUTUALLY AGREE ON THE FOLLOWING TERMS AND CONDITIONS:

1. That, in view of the said Agreement for development and construction of a multistoried complex over the schedule land of this Development Agreement proposed to any construction whichever is beneficial to Developer and as per the approval of competent authority i.e. Mineral Area Development Authority/ Municipal Corporation and in lieu of which the Developer will give and handover the Owners 37% of the Super built up area in the building to be constructed in the schedule land and parking area for flats of owner's share.
2. That, the Owners have agreed to handover the peaceful possession of the scheduled Land of this Agreement to the Developer within a period of three days

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from the date of Signing this Agreement and issue of Power of Attorney and have allowed the Developer to go ahead with the development work.

3. That, the Developer will pay Rs. 6000/- (Rupees six thousands only) per month to land owner after taking possessions of land till the completion of the project.
4. That the developer shall give Rs. 3,00,000/ (Rupees three lakh) only to the land owner (as compensation for existing house demolition) after the sanction/approval of plan from the competent authority, which shall be non refundable and non adjustable
5. That, the Developer will construct multistoried building (commercial and/ or residential) complex and shall get the plans approved from the competent authority at their own cost.
6. That, the Developer undertakes and agrees to give and handover the Owners only 37% Super built up area in the multi storied complex to be constructed on the land of the owner), for the development on the land of 10 Kathas, and parking area accordingly.
7. That, the Developer may bring their construction of commercial, residential, Apartments or whatsoever, on which the Owner shall not create any interference or objection for the type or quality of the construction.
8. That, the multistoried building over the schedule land of this agreement constructed at the cost of the Developer shall become the exclusive property of the Developer. The land Owner will not have any physical or legal claim over it and right, interest, title shall accrue upon the Developer in respect of the multistoried building to the extent of 63% as aforesaid, constructed saleable area of the said building complex, which shall be exclusive property of the Developer, with the exclusive right, title and interest upon which the Owners shall not have any sort of right, title or interest in any manner, except their share of 37% Super built up area in the building.

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9. That, will have equitable right, interest, title over the common area like passage, terrace, lift, guard room, generator etc. after the units of the complex are sold to them respectively, and the developer will not claim his any right on and over the same in any manner the water tank and lift machine room.
10. That, the Developer agrees and undertakes that the time is the essence of the contract and the Developer will hand over the owner's share of 37%, to the Owner as per this agreement irrespective of status or progress of the construction. The Developer shall construct the said building complex as per specifications and approved plan of the building by the competent authority within a period of 36 months from the date of approval of Map and existing house demolition, for the said construction of the building over the schedule land.
11. 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.
12. That, the Developer will be at liberty to generate funds by advertisements, selling, booking, mortgaging of shops/ offices/ flats of the proposed building of the total constructed area for the purpose of speedy construction and timely completion of the said building complex as per approved plans and specifications at its own responsibility and risk keeping no concern with the Owner.
13. That, the Owner agrees and assures to hand over to the Developer the vacant and peaceful possession over the schedule land of this Development Agreement for the purpose of development of the said building complex before the approval of Plan from Competent authority and issue of Power of Attorney to facilitate them to build the basic infrastructures for the speedy and timely construction of the said Apartment, like digging tube wells and removing the debris and strengthening and rising the existing compound wall and construction of the site office, labour shed etc.
14. That, the developer will be automatically be the Power of attorney holder of his share of constructed area and they shall be authorized to or to execute sale deed,

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mortgage deed, lease deed or any instrument of their choice as permitted by Law, as the rules and regulations set forth in Jharkhand Apartment Act, 2011, and the same is applicable for the owner/Land Lord, and both the owner and developer can transfer their shares individually.

15. That, the Developer in respect of the above mentioned Power of Attorney, further undertakes to indemnify the Owner against any loss of liability arising out of the sale/ mortgage of the said units to the purchasers in respect of cost of the land to be paid to them.
16. That, the Developer may take loan or financial assistance from any Bank/ Financial Institution for the speedy construction of the said building complex at its own risk and consequence and for the repayment of which the Owner shall not be held responsible at any score, whatsoever.
17. 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 building complex 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.
18. That, the Owner will not be held liable and responsible for any payments to be made whatsoever to the laborers, 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.
19. That, the Owner will not be liable or responsible for any untoward incident or accident etc. that may occur during the construction work of the said building complex and the Developer will be solely responsible for the same and indemnify the Owner in case of any such eventuality.

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20. 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 upon in this Agreement.
21. That, the Developer shall be solely entitled for booking and sale of units of the building complex and to receive the payments in lieu of such sale/ booking of the units, for only his share and the land owner is also entitled for the same.
22. That, the Owner shall not be held responsible for any dispute between the purchaser of the units and the Developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchasers.
23. That, the Developer's liability for the payment of taxes with respect to the newly constructed building over schedule land shall cease after the handing over the units to the respective buyers and then onwards it will be the responsibility of the respective owners to pay the Government Taxes.
24. That, the land Owner do hereby declare that the schedule property is free from all encumbrances, debts, liens, charges etc. and the land Owners 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, of this agreement for developing the same will be adjudicated by the arbitrator appointed one each by either parties whose decision shall be binding and conclusive. In case of disagreement with the decision of the arbitrators, one common arbitrator with the consent of the appointed arbitrators will be appointed for final decision and the majority decision of all the arbitrators shall be binding on both the parties.

OWNERS FURTHER OBLIGATION AND CANNOT CANCELLED IN ANY CONDITION

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The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building construction on the said plot by the Developer agreement if anything is not going against the spirit of this agreement.

The Owners hereby agree and covenant with the Developer or their heirs not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/ or disposing of the whole premises of their share.

The Owners hereby agrees that the Developer may mortgage or create any charge of the said premises including construction to any bank or financial institutions to meet its financial requirements.

The Owners hereby agree and covenant with the Developer to execute all papers including the deed of conveyance that may be necessary for transfer the respective unit in favour of the purchaser/ assignees/ transferees nominated by the Developer In respect of the Developed Construction over the scheduled land.

The developer shall have the full right to apply for sanctioned Plan to the concerned authority by their own signature and shall sign and execute all other relevant documents regarding the sanction of plan and all other purpose for doing the construction work.

That the Land Lord/First party may execute and Register a General Power of attorney (for the shares of developer only) in favour of the developer if needed without charging any consideration from the developer.

DEVELOPER'S FURTHER OBLIGATION

The Developer further agrees and covenants with the Owner to get the subject project cleared by all authorities that may be necessary for the purpose of construction.

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The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions or rules applicable for construction of the building as a result of which the obligations and liabilities will accrue upon the Owners.

26. OWNER'S INDEMNITY

The Owner hereby indemnifies the Developer of any defect in the title of the Property and marketability of the title.

The Owner hereby undertakes and indemnifies the Developer that the Developer shall be entitled to the said construction and shall enjoy the whole premises without any interference or disturbance provided the Developer performs and observes and fulfills all the terms and conditions herein contained and/ or their part to be observed, performed and/ or fulfilled.

27. DEVELOPER'S INDEMNITY

The Developer hereby undertakes to keep the Owner indemnified from and against all third parties' claims and actions arising out of any part or act or commission of the Developer in or relating to the construction of the said building complex.

28. MISCELLANEOUS

It is agreed that the Developer shall have absolute right to name the building and the Owner shall not object the same. It is agreed that the Developer and/ or the Owner shall incorporate a clause in their respective document so that successor in interest does not change the name of the building once the same is completed.

It is agreed between the parties that in case of registration of these present, the Stamp Duty, registration Fees & other misc. expenses including lawyer's fee for

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Registration of this Agreement and/ or for Power of Attorney as contemplated under this agreement shall be paid by the Developer.

It is agreed that the Developer is free to purchase or take on development agreement from other party/ parties, any land which is adjacent/ connected to the scheduled land. The Developer shall be free to develop comprising the land taken from other vendor(s) and scheduled premises being taken from the Owner and the scheduled premises may be used for entry/ exit purpose to other lands acquired from other vendor(s), and in this regard the Owner will not have any objection or will not raise any claim.

It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owner shall execute additional power of attorney and/ or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such acts, deeds, matters and things if, the same do not in any way infringe and/ or affect the rights of the Owners in respect of the said plot and/ or go against the spirit of this Agreement and the Owner hereby indemnify the Developer for the above.

Any notice required to be given by the Developer shall be deemed to have been served on the Owners if, delivered by hand and duly acknowledged or send by prepaid registered post with acknowledgement due and on the Developer if, delivered by hand or send by prepaid registered post with acknowledgement due to the known address which appears in this agreement.

It is hereby agreed between parties that the Developer shall have absolute right to transfer all the rights and interests of this agreement along with the possession of the scheduled premises to its nominee(s)/ assignee(s) which may be any group

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concern, other firm/ company or any individual on exclusive decision of the Developer, and such nominee(s)/ assignee(s) shall be restricted to the covenants of this agreement. The Owner shall execute needful legal/ formal document with the nominee(s)/ assignee(s) of the Developer and shall also assist on any further requirement in this regard.

That the maintenance of the building shall be done by the developer and sold/unsold flat of the share of the land lords also shall be maintained by the developer and they shall liable to pay the maintenance cost whatsoever it may be to the developer only. Further any kind of tax (GST, INCOME TAX etc.) related to sale of the flat will be borne by the purchasers of the flat.

29. FORCE MAJEURE

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/ or any other act or commissions beyond the control of the parties hereto.

SCHEDULE

ALL the piece and parcel of the land measuring in the Deed No. 4369 dated 25.03.2011 Plot Nos. 263, 264 & 265 (New Plot Nos. 488, 486 and 487) Khatian No. 5 (New Khatiyon Nos. 70 ~~70~~), Area 10 Katha (16.5 Decimal) of land in Mouza -Narayanpur alias Piprabera, Mouza No. 13, Butted and bounded as follows :-

North - 30 feet wide Subsidiary Road
South - Sri Mahabir Singh
East - 15 feet wide sub Road

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Partner

Malti Ojha
Suman Kumar

Malti Ojha

Suman Kumar
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West - House building of Sri A Anand

SPECIFICATION

- A) RCC frame structure and rcc roof slab
- B) Interior wall finished with plaster of paris
- C) Floor vitrified tiles in all area.
- D) 30mm flush door painted with a coat of primer
- E) Aluminum sliding window with glass panel
- F) Concealed water line with C.P. fittings
- G) Concealed electrical line of ISI mark
- H) Extra water connection will be provided from municipal corporation at extra cost on request of flat owners
- I) Lift of reputed brand of six passengers.

SHARE ALOCATION

Description of 37% super Built-up Area of Land Owner's share

LANDLORD/ OWNER'S SHARE

Ground Floor	:	NILL
First Floor	:	Flat No. 102
Second Floor	:	Flat No. 203, 204
Third Floor	:	Flat no. 302, 304
Fourth Floor	:	Flat No. 401

That the after constructed multistoried building finally handover Developer to Land Owner shares as per agreement loss of 326 sqt. in Built-up Area (Three hundred

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Partner

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Suman Kumar
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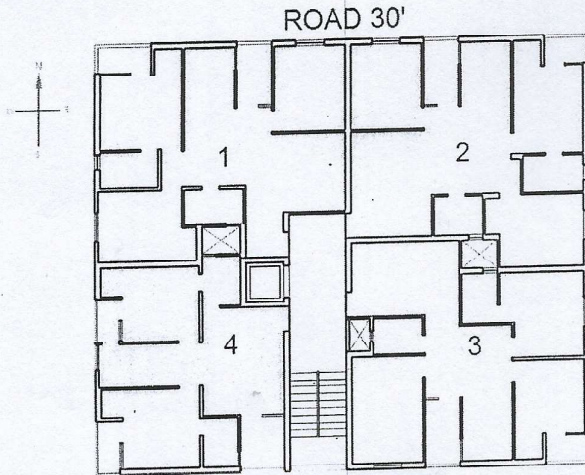
twenty six square feet) on Ground floor will be compensated by money as per sale agreement rate of flat no. G-4.

Description of 63% super Built-up Area of Developers's share

BUILDER/DEVELOPER'S SHARE

Ground Floor	:	Flat no. G-4
First Floor	:	Flat No. 101, 103, 104
Second Floor	:	Flat No. 201, 202
Third Floor	:	Flat no. 301, 303
Fourth Floor	:	Flat No. 402, 403, 404

KEY PLAN :-



Government value of Scheduled property is Rs.96,50,000/- (Rupees Ninety Six Lac Fifty thousand) only and Registration Fee paid on that amount.

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Suman Kumar
Partner

Malti Ojha

Suman Kumar
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IN WITNESS WHEREOF the parties hereto have signed this Development Agreement at Dhanbad, on 31st Day of July, 2019, in presence of the witnesses, named hereunder:-

OWNERS :-

Malti Ojha
31.7.19

DEVELOPER :-

Suman Kumar
31.7.19

WITNESSES: -

1. Anand Anand
S/o P.N. Ojha
Kusa vihar, Dhanbad

31.7.19

2. Bidyut Roy
S/O, Late P.K. Roy
Bilash Nagar, Bank more
Dhanbad

Certified that the finger prints of the left hand of the parties, whose photographs is affixed in the document have been duly obtained before me :-

Vishin Chandra
U.S. No. 02/1990

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