



झारखण्ड JHARKHAND

05AA 261211

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at DHANBAD on this the 25th day of the month August and year 2017.

BY AND BETWEEN

SMT. RAJ KUMARI AGARWAL wife of Late Mahabir Prasad Agarwal by faith Hindu, by caste Vaishya, by occupation business, resident of Flat No.807, Garden City, L. C. Road, Hirapur, Dhanbad P.O.& P.S. Dhanbad Sub Division and District Sub-Registry office and District Dhanbad (Jharkhand) called and referred to as **LAND OWNERS** which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives and assigns of the **ONE PART.**[Indian Citizen]

M/s RAJ CONSTRUCTION

No. 5068 Date 29-2-16
 Name Basant Helwood (Raj Construction)
 At 7
 D.S. Dhanbad
 Value of Stamp 10/-
 Through 10/-
 Part of Stamp 10/-

Copy
 Chandan Kumar Lala
 S V Dhanbad, L.No - 1192/16

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at DHANBAD on this the 29th day of the month Aug and year 2017.

BY AND BETWEEN

1. Mrs. RAJ KUMAR AGARWAL wife of Late Mahesh Prasad Agarwal by late
 Hindu by caste Vaisya, by occupation business, resident of Flat No.807,
 Garden City, I, C. Road, Huzpur, Dhanbad P.O. & P.S. Dhanbad Sub Division
 and District Sub-Registry office and District Dhanbad (husband) called
 and referred to as RAJ AGARWAL which expression shall unless excluded
 by or repugnant to the subject or context be deemed to include their heirs,
 executors, administrators, representatives and assigns of the one

Mrs. RAJ CONSTRUCTION
 (PART Indian Citizen)

AND

"Raj Construction" represented by its partners **SRI BASANT HELI WAL** son of Late Mahabir Prasad Agarwal by faith Hindu, by caste Vaishya, by occupation business, resident of Flat No.807, Garden City, L. C. Road, Hirasur, Dhanbad P.O.& P.S. Dhanbad Sub Division and District Sub-Registry office and District Dhanbad (Jharkhand) hereinafter called and referred to as the **DEVELOPER** which expression shall mean and include the successors, legal heirs and permitted assigns of the OTHER PART.

WHEREAS the owners have absolutely signed and possessed the piece of land measuring of an area 191.25 Decimals in plot Nos. 351, 352, 355, 357, 358 bearing Khata No. 21 in Mouza Kashitand Mouza No. 124 by diverse act of possession, acquired vide separate Sale Deed No. 5503, 5504, 5505, 5506, 5507 all dated 21/04/10 & 7311, 7312 dated 25/05/2010 in the name of Smt. Raj Kuroori Agarwal registered at Dhanbad Sub Registry Office, (The detail Developing Area description of the lands are given below in the Schedule 'A' of this agreement) and thereafter got mutated their names in the Circle Office, Dhanbad and regularly paid rents under Thoka No. 235, 231, 232, 233, 234, 229, 230.

AND WHEREAS the Developer has requested the land owners to allow him to develop the said property and on the negotiation made between the parties hereto the land owners have agreed to the proposal and to authorise the developers to develop the Schedule 'A' below mentioned lands for constructing a new multistoried building on the ownership basis.

M/s RAJ CONSTRUCTION
Raj Heliwal

AND WHEREAS the Developer is satisfied about the right, title, interest and possession of the land owners on and over the schedule mentioned lands and the technical feasibility of the construction of the proposed new building to be named as "Mangal-Dharam" on the ownership Flats/Units/office space and shop and all other related matter.

AND WHEREAS the developers indemnified that the plans, designs, drawings and elevations of the said intended building i.e. "Mangal-Dharam" and specification of the works to be done and of the materials to be provided in and for the erection of the said building shall be prepared by an architect and to be sanctioned by the Authority/Authorities concerned and approved by the parties herein.

AND WHEREAS it has been settled between the parties that the Land owners shall be allocated a 33 % share and the developer shall be allotted rest 67 % share of the constructed area in each floor & parking spaces of the proposed building commonly known as "Mangal-Dharam".

NOW THIS DEED WITNESSETH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITION : Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them:-
 - (a) OWNERS shall mean the land owners and their heirs, executors, administrators, legal representatives and/or assigns.
 - (b) DEVELOPER shall mean "Daj Construction", represented by its partners **SRI BASANT HELIWAL** son of Late Mahabir Prasad Agarwal resident of Flat No.807, Garden City, L. C. Road, Hirapur, Dhanbad P.O.& P.S. Dhanbad and its executors, administrators, legal representatives and assigns.

- (c) LAND shall mean the space on which proposed building to be constructed including vacant space to be left around each building and enclosed by existing boundary wall.
- (d) BUILDING shall mean the building proposed to be constructed over the said land with sanctioned plan of M.A.D.A.
- (e) SALEABLE SPACE shall mean the space in the building available for independent use and occupation inclusive of proportionate share of the space required after making due provisions for common facilities and the space required thereof.
- (f) ARCHITECT shall mean such Architect or Architects may appointed from time to time for the project at the said building.
- (g) BUILDING PLAN shall mean a plan prepared by Architect appointed by the Land owner for the construction of the building on the said property with the approval of the builder/developer and sanctioned by the Mineral Area Development Authority (M.A.D.A.) and/or other authorities with their own cost and responsibilities.
- (h) OWNER'S ALLOCATION shall mean the 33 % of the constructed area in each floor and parking spaces in the proposed building which is to be allotted to the owners in accordance with the terms and conditions of these presents including the proportionate share in the common facilities and amenities and as described in the Schedule 'B' hereunder.
- (i) DEVELOPER'S ALLOCATION shall mean the remaining portion of the building i.e. 67 % of the constructed area and parking spaces after the allocation i.e. 33 % of the constructed area to the owners including the proportionate share in the common facilities and amenities of the proposed building on the said property.
- (i) COMMON FACILITIES AND AMENITIES shall include corridors.

hallways, passage ways, drive ways, common lavatories, pump room, tube wells, underground water reservoir, overhead water tank, water pump, motors, generators and other facilities, which may mutually agreed upon between the parties and required for the establishment, location enjoyment, provisions, maintenance and management of the building including the roof and terrace of the said building as described in the Schedule `B' hereunder.

- (k) COMMON EXPENSES AND SERVICE CHARGES after the hand over of the flats to the purchasers shall mean and include
- (i) All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating, re-decorating, rebuilding, reconstructing, lighting the common portions and common areas in the proposed building including the outer walls as described in the Schedule `C' hereunder.
 - (ii) The salaries of all persons employed for the common purposes including watchman/darwan, security personnel, liftman, sweepers, plumbers, electricians etc.
 - (iii) Insurance premium for insuring the proposed building, if any.
 - (iv) All charges and deposits for supplies of common utilities to the co-owners in common.
 - (v) Municipal tax, water tax and other levies in respect of the premises and the proposed building save those separately assessed on the purchaser(s).
 - (vi) That cost of formation and operation of the association (if any) for the maintenance and management of the premises, the proposed building and the common portion thereof.
 - (vii) Cost of running, maintenance, repairs and replacement of lift, transformer (if any) generator, pump and other

common installation including their licence fee, taxes and other levies (if any).

- (viii) Electricity charges for the electrical energy consumed for the operation of the common services.
- (ix) All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portions.
- (x) All other expenses, taxes, rates and other levies etc. as are deemed by the developer to be necessary or incidental or liable to be paid by the co-owners in common including such amount as be fixed for creating a fund for replacement, renovation, painting and / or periodic repairing of the common portions.

2. CONSIDERATION MONEY

(a) The developer shall paid to the owners a sum of Rs. 1,00,000/- (Rupees one lakh —) only at the time of signing of this agreement and handed over vacant possession of the said schedule mentioned land to the developer the owner shall issue receipt of the same after receiving the payment. The amount paid to the land owners shall be refundable after completion and delivery of the land owners portion by the developer without any interest and if by any reason the land owners shall not refund back the aforesaid amount then it shall be adjusted in respect to their portion of flats & parking spaces allotted to them.

(b) In consideration of the owners having entrusted giving licence to the developer to enter the property, to demolish the existing structures and to develop and construct multi storied building

shops on his own cost and conferring on him the rights, power, privileges and benefits mentioned herein.

- (c) On completion of construction of the said building the owners shall become entitled to exclusive use and occupation of the saleable area comprised in the owners portion of the said building and the developer shall put the owners in undisputed exclusive possession thereof.

3. DEVELOPER'S RIGHT:

- (a) The developer shall be entitled to advertise in his own name about the said development of the property and proposed sale of the flats/units/commercial portion/premises in the proposed building to be constructed and put up advertisement board on the property, to remove the debris and rubbish on demolition of old existing structures and to dispose of the same on his own cost.
- (b) The developer shall be entitled to enter into any agreement with any building contractor, architect, appoint agents but not to assign the benefit of this contract for the purpose of development of the said property in his own name and costs, risks and expenses.
- (c) After payment of installments due respects of consideration money the developer shall be entitled to all of flats or rights in the buildings and structures to be constructed so far as they relates to developers allocations and to enter into any package deal and arrangement in relation thereto.

4. POWER OF ATTORNEY:

The owners shall at the cost of and request of the developer within fortnight after execution of this agreement execute a registered General

powers required to carry out the work of development and for completion of the project work and to execute and sign, deed(s) documents in favour of the proposed purchasers of the Flats to the extent of the developers allocation in the said building which is one of essence of these contract. That the owners shall not revoke or cancel the said General Power of Attorney, until and unless there is any breach of contract.

5. OWNERS TO EXECUTE DOCUMENTS:

The owner shall at the request and costs, expenses and charges of the developers, assign, execute from time to time all plans, applications for layouts, construction of the building and structures on the said property and all other documents that might be necessary for giving proper effect of these presents.

6. TIME IS ESSENCE OF CONTRACT:

The developer covenants and agreed to complete the development and construction of the building with all amenities therein and thereon within 5 (five) years from the date of sanction of the plan with a grace of 6 (six) months period subject to force major reasons and/or other reasons beyond the control of the developers in which event the time to complete the construction of the said building shall reasonably stand extended from time to time. Time is an essence of contract. Developer covenants agree and undertake to submit the building plan before the sanction and approval authority within one month from the date of signing this agreement and complete the multi storied building within 60 months from the date of sanction of plan from MADA. Besides the same, maximum of — (6) six months grace period shall be

allowed as extension period for unforeseen circumstances and situation which are not within the control of the developer.

7. OWNERS ALLOCATION:

- (1) The portion of the building which is to be allocated to the owner as part of owners share i.e. 33 % of the constructed area out of the total constructed area in the said building for residential purpose with all amenities and the car spaces in the basement area of the building as shall be allotted as mentioned here in above.
- (2) On obtaining completion certificate of the said building the developer shall give notice in writing to the owners when the owners would be at liberty to take possession on and from the date specified of the owners allocation in the said building, on receipt of the notice on and from the date mentioned in the notice for taking possession, the owners shall responsible to pay all taxes, services charges and other outgoings in respect of the common facilities in the said building proportionate to the owners allocation. Provided that any additional insurance premium costs or expenses by way of maintenance for any particular use of for any portion within the owners allocation shall be paid by the owners.
- (3) The owners shall be borne towards the cost, security deposits for installation of electric meter, transformer, generator, municipal water connection etc. in the said building to the extent of proportionate share of owners allocation share.
- (4) In addition to the portion of the said building in the owners allocations the owners shall have no exclusive right, title and interest in respect of the roof of the said building irrespective of the owners allocation or developers allocation provided that any

occupier of any flat/unit/space in the said building shall have the right to visit the roof with technical hands and/or workers for the purpose of inspection of the common overhead water tanks, installation of radio aerials, T.V. antenna, cables, dish antennas etc. repairs and replacement thereof. The roof of the proposed building shall remain with the Flat owners Association.

8. SCHEME FOR MANAGEMENT :

A scheme shall be framed by the parties herein for the management and administration of the said building, including the portion in common use and sharing the expenses of management, administration and maintenance of amenities in the said building including the use thereof and such scheme any rules and regulation framed under the scheme shall be binding on the occupiers of the said building, including in the owners allocation and in the developers allocation.

9. RESTRICTIONS AS TO USER OF THE BUILDING:

- (a) Any transfer of any portion of the said building out of the owners allocation or developers allocation shall be subject to the provisions contained herein and all occupier shall be bound by the provisions contained in any agreement, rules, regulations, byelaws and restrictions contained herein.
- (b) Neither the owner nor the developers nor any person occupying in portion of the said building whether in the owners allocation or in the developers allocation shall use or permit to be used his portion or space occupied by him or his agents for carrying on any illegal or immoral trade or activity or to do or allow anything to be done that might cause any nuisance or annoyance or hazard to anybody inside the building or outside the building or to store any inflammable or explosive materials, goods or products.

10. NOT TO DEALS:

It is declared and agreed these present shall not be treated as conveyance or demise or transfer of any right, title or interest in the said property to the developer excepting the right to develop and/or construct multistoried building after demolishing of the existing structures and these presents shall be treated only a licence in favour of the developer to do all acts, things and deeds expressly provided herein and contained in the Power of Attorney to be executed.

11. DEVELOPERS OBLIGATIONS:

- (i) The development of the said property by constructing building containing dwelling units/ownership flats/commercial space shall commence forthwith with all earnestness in accordance with the specification, plans, schemes and approvals of the competent authority, rules & regulations and byelaw of the authorities applicable at the cost, risks and responsibilities of the developer, the owner having no responsibility in respect thereof in any manner whatsoever saved as contained herewith.
- (ii) In constructing the buildings and providing dwelling units the developer shall install in the said building at his own costs pump operated deep tube well, water storage tank, overhead reservoirs, electrical installations, electric wirings, water pipes and other common facilities and amenities attended to dwelling units/ownership flats/ commercial space as required to be provided in such building unit for comfortable habitation.
All out of pocket costs, charges and legal expenses incidental to this development agreement including the stamp duty and registration charges of the conveyances shall be borne and paid by the developers or its nominee(s).

boundary walls of the owners land on which the proposed multistoried building is to be constructed.

- (iv) The developer shall provide a rent free accommodation to the owner from the date on which the possession of the land is delivered to the developer and till the date the owners allocation is handed over to the owners.

12. LICENCE TO DEVELOP:

- (i) The owner hereby entrusts, handover and giving licence to developer to enter into the said property to demolish the existing structures, develop the property and construct multistoried buildings thereon containing dwelling units/ownership flats/commercial space with the best materials and in accordance with the plan and specification mentioned hereinafter.
- (ii) The developer hereby agrees to develop and /or cause to be developed the said property by constructing one or more buildings with best materials containing in the building/dwelling units/ownership flats/commercial space in accordance with the specification of sanctioned plans, the rules and regulations in relations thereto with approval and/or sanction of the concerned authorities and at his own costs, expenses and arranging his own finance at his own risk and responsibility.

13. DELIVERY OF TITLE DEED:

The developer shall be entitled to inspect the title deeds, impression of the owner's and in future the owners shall remain bound to produce the said deeds before the competent authority as and when required and requested by the developer.

14. **OWNER'S UNDERTAKINGS:**

- (i) The owners declares that they have not agreed, committed to or contracted or entered into any agreement for sale or lease of the said property or any part thereof to any person other than the developer and that they had created any lien, charge, mortgage or encumbrances on the said property and that they would keep the said property free from encumbrances during the subsisting of these presents.
- (ii) The owners further declares that they have not done any acts, things, deeds or mater matter whereby or by reasons of the said building or/and property may be affected or prevented in any manner whatsoever and that they undertakes to remove any possible impediment to the implementation of these presents, if the same is within their power and control.
- (iii) The owners declare that they have not received and to be acknowledged govt. local authority, municipal authority or any other authority has not issued any notices effecting the said property or imposing any restrictions on the development of the said property in the manner proposed herein.
- (iv) The owner hereby undertaken, agrees and covenants, not to cause any interference by themselves or through others in the development of the property or in the construction of the new building on the said property by the developer or through its agents. Deed or act preventing the developer from disposing of selling, assigning or disposing of or transferring any portion of the developers allocation of the new building or to deal with the developers allocation in any manner whatsoever.
- (v) That the landowner shall deliver possession of the schedule mentioned land to the developer on the date of registration of development agreement and shall remove all the existing

structure prior to the date of registration of the development agreement in case the landowner fails to remove the existing structure in that case the developer shall remove the same but the cost and expenses for that purpose shall be borne by the landowner. The expenditure towards the registration of the development agreement shall be borne by both the parties equally.

15. DEED OF CONVEYANCE:

After the full consideration is received by the owner, completion of construction of the building, obtaining the certificate of completion or occupation and sale of flats if any, the developer shall make over the building formally to the owner whereupon the owner shall directly execute and deliver one or more deeds of conveyance in favour of proposed purchaser to the extent of their own share owners allocation and the developer may be join therein as confirming party, if so required all the expenses borne by the proposed purchasers.

It is clarified herein that in regard to the share of the developers allocations the developer shall directly execute and deliver one or more deed of conveyance in favour of the proposed purchasers to the extent of the developers allocations through the power of attorney executed and granted by the owners in favour of the developers.

16. ARBITRATION AND JURISDICTION:

It is hereby agreed by the parties that all disputes and differences arising out of, in relation to there presents or touching the development, demolition of the old structure, constructions of new building and in relation thereto shall be referred to the sole arbitrator appointed by the parties hereto mutually and only the Dhanbad Courts shall have

jurisdiction to entertain, try and determine or adjudicate all actions, suits, legal proceedings arising out of or in relation to this presents the award of arbitrator or otherwise between the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO
(THE LAND)

All the piece and parcel of land measuring 96.10 ^{Decimals} out of 191.25 ^{Decimals} of lands situated at Mouza:- KASHITAND P.S. Govindpur Mouza No.124 Khata No. 21 Plot Nos. 351, 353, 355, 357, 358 being butted and bounded as under:-

North :- G.T. Road (NH2)
South :- Plot NO-351
East :- Plot No - 357 & others
West :- Plot No - 351 & others

THE SCHEDULE "B" ABOVE REFERRED TO
(THE COMMON PORTIONS)

1. Staircases on all the floors of the proposed building.
2. Staircase and the Lift Landings on all floors of the proposed building.
3. The common path, passages and areas in the Land comprised in the said premises and in the proposed building (excepting expressly such areas therein as are not needed or held or intended for use by any particular person) including the Beams, Foundation and support of the proposed building.
4. Driveway and lobby in the ground floor of the proposed building (save except the car parking spaces demarcated by the Developer therein and/or the open land at the said premises).
5. Boundary walls and the main gates of the said premises.

6. Drainage and the sewerage lines and connections.
7. All electrical connections, installations, wires, meters and fittings (excluding only those that are installed with the exclusive area of Flat in the proposed building and exclusively meant for its use).
8. Tubewells and their installations.
9. Water pump and its installations, pump room water reservoir, water tanks and all common installations for carriage of water (save and except only those as are within any Flat and are for use by the occupier of such Flat or Flats) and are for use by the occupier of Flat or Flats (exclusively) in and and/or to and/or in respect of the proposed building.
10. Lift, lift well installations, lift room and the lift machine room in the proposed building.
11. The common darwans living area in the ground floor of the proposed building.
12. Such other common paths or area, equipments, installations, fittings and fixtures in or about the land comprised in the said premises and in the proposed building as are necessary for the user in common between the owner of the proposed building from time to time expressly excluding the roof of the proposed building and the parking area in the basement and/or the ground floor of the proposed building and/or in the open land comprised in the said premises.

THE SCHEDULE "C" ABOVE REFERRED TO

1. All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lightening the common portions and common area in the proposed building including its outer walls.
2. The salaries of all persons employed for the common purposes including darwan, security personnel, liftman, sweepers, plumbers, electricians etc

3. Insurance premium for insuring the proposed building if any.
4. All charges and deposits for supplies for common utilities to the co-owners in common.
5. Municipal tax, water tax and other levies in respect of the premises in the proposed building save those separately assessed on the purchaser.
6. Costs of formation, operation of the Association (if any), for the maintenance and the management of the premises, the proposed building and the common portion thereof.
7. Costs of running, maintenance repairs, and replacement of lift, transformer, generator, pumps and common installation including their license fee, taxes and other levies (if any).
8. Electricity charges for the electrical energy consumed for the operation of the common services.
9. All litigation expenses incurred for the common purpose, and relating to the common use and enjoyment of the common portions.
10. All other expenses, taxes, rates and other levies etc. as are deemed by the Developer to be necessary or incidental or liable to be paid by the co-owners in common including such amounts as be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

THE SCHEDULE "D" ABOVE REFERRED TO

1. Deed No. ^{5503, 5504, 5505} ~~5506 & 5507~~ dated 21/04/2010 in the name of Smt. Daj Kumari Agrawal
2. Deed No. 7311 & 7312 dated 25/05/2010 in the name of Smt. Daj Kumari Agrawal

SPECIFICATION OF THE FLATS

| | |
|-----------------------|--|
| BUILDING: | Reinforced cement, concrete frame building as per national building code with arrangement of lifts |
| FOUNDATION: | R.C.C column footing as per structural design first class red brick masonry. |
| WALL: | First class red brick masonry 5" thick inside 10" thick outside. |
| FLOORING: | Marbel flooring of size 1'6" x 2' or vitrified tiles of size 2'x2'. |
| CHAUKHAT: | WOOD. |
| DOORS: | Flush door. |
| WINDOWS: | Aluminium window. |
| KITCHEN: | Granite platform with steel sink and 2' high dado wall tiles of kajaria , somani, or equivalent with a point of aqua guard.and a exhaust hole. |
| TOILETS: | One European and one Indian commode, basin of sanitary fittings, electrification parryware, cera, hindware. With shower, 7' high dado ceramic tiles of kajaria, somani, or equivalent with laying of pipes for hot and cold water.with point of gyser. |
| SANITARY FITS: | All CP fittings of ISI mark of good quality. |
| ELECTRICS: | Concealed PVC conduct wiring with modular switches of Good company with adequate power plug in drawing, Master bedrooms, kitchen, toilets with connection of AC points with MCB and DB box. |
| WATER PROOF: | All sunken slabs will be water proof. |
| INTERCOM, TV | |

**INTERCOM, TV
AND**

WATER SUPPLY: Intercom and TV wiring in drawing hall 24 hrs water supply through necessary fittings from deep tube well and over head tank, pump sets and adequate municipal connection with reservoirs.

EXTERNAL WALL FINISH: Water proof paint of high quality with wall putty in outer wall all over the building.

Note:- Cost & installation of lift, generator, water pump & transformer shall be borne by both the parties according to their proportionate share.

RECEIPT AND MEMO OF CONSIDERATION

Rs. 1,00,000/- paid in CHEQUE by the developer to the landowner on the date of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE PRESENTS ON THE 25th DAY OF THE MONTH August AND YEAR 2017 FIRST ABOVE WRITTEN.

WITNESS

1. Manoj Kumar Jh
of date Krishna Mohan
Munital, Shant.
- 2.

SIGNED

Rajkumari Agarwal

First Party

Gaurav Helwal

Second Party