



AND WHEREAS, Kamani Kaushal Sinha, W/o Sri Suresh Prasad peacefully possess the Schedule below Lands without any Hindrance, Obstruction or Objection from any corner and sometime in the year 1985 and also got Mutated in the Records of Circle Officer, Gamharria vide Mutation Case No. 1128/2014-2015, Dated 18/02/2015 order passed by the Circle Officer Gamharria.

WHEREAS, Sri Kalipado Gorai S/o Late Keshab Gorai had sold the Schedule below Property to Smt. Kamani Kaushal Sinha W/o Sri Suresh Prasad, by virtue of Registered Sale Deed No.530, Sl.No.537, dated 13/02/1985, Registered at District-Sub-Registry Office at Seraikella.

**WITNESSETH AS FOLLOWS**

(2). Sri Sanjay Dhoot, S/o Late Ramanandji Dhoot, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, by Caste- Baniya, Resident of 178 Purani Basti Road Jugsalai, P.S.- Jugsalai, Town- Jamshehpur, Dist.- Singhbhum East, Jharkhand. PAN- AAXPD4184B hereinafter called the Second Parties/ Developers (Which expression shall unless, Excluded by or Repugnant to the Context, or the meaning thereto mean and include his/their/its Heirs, Successors, Executors, Legal Representatives and Assigns) of the OTHER PART.

AND

"M/S. R. S. REALITIES a Partnership firm (Builder/ Promoter and Developer)." Having its Office at Heaven Place, Official Unit No. 08 beside M.P. Tower Adityapur, P.S.- Adityapur, Dist.- Seraikella-Kharsawan Represented by its 02 (Two) Partners Namely (1). Sri Ravi Prakash Ojha, S/o Sri Guptheshwar Ojha, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, by Caste- Brahmin Resident of Heaven Palace, Pent House 7<sup>th</sup> Floor behind M.P. Tower, Adityapur, P.S.- Adityapur, Dist.- Seraikella-Kharsawan, PIN- 831013, Jharkhand, PAN- AAGP07836E.

AND  
--2--

*Wernani Kaushal Sinha*  
01/06/2016

*Ravi Prakash Ojha*  
01/06/2016

*Sgt. Ojha*  
01/06/2016

**AND WHEREAS**, since purchasing the same the First Party/Land Owner **Kamani Kaushal Sinha, W/o Sri Suresh Prasad** peacefully possess the Schedule below Lands being the absolute and Lawful Owner of All that Land Measuring 0.07 Acre (Seven Decimal), Recorded under Old Khata No. 25, New Khata No.27, Corresponding to Old Plot No.-248, 249 and New Plot No.-519, Situated at Mouza Asangi, Under Old Ward No. 04, now New Ward No.-07, Adityapur Nagar Parshad, within P.S. -Adityapur, Thana No.-126, District : Seraikella-Kharsawan fully described in the Schedule below which she purchased from its former Owners Sri Kalipado Goral S/o Late Keshab Goral by virtue of Registered Sale Deed No.- 530 (SI. No.-537), Dated 13/05/1985, Registered at District-Sub-Registry Office at Seraikella and the same lands had been mutated in the name of First Party/Land Owner **Kamani Kaushal Sinha, W/o Sri Suresh Prasad** in the Records of superior Landlord i.e. Circle Officer, Gamharia vide Mutation Case No. 1128/2014-2015, order passed on dated 18/02/2015 and since then the First Party/Land Owner is Regularly Paying the Rent to the superior Landlord which is the Subject Matter of this Development Agreement.

**AND WHEREAS**, for the purpose of Development of the schedule below Lands, the undersigned First Party/Land Owner has agreed to grant an Exclusive Right for Development/ Construction of Residential/ Commercial Buildings like Flats, Apartments, Duplex, Parking, Commercial Space etc., as per the plan to be Sanctioned/Approved by the competent authority i.e. ADITYAPUR NAGAR PARSAD/AIADA and guidelines issued by them to the Developer/Second Party.

12cmcmni 12aUShaL

-3- 01/06/2016  
Sinner

Ravi Prakash Sinha  
01/06/2016

Jagan Prasad  
01/06/2016

ADITYAPUR NAGAR PARSAD /AIADA and any other Competent Government Agencies.

2. The Construction of Apartments will be completed and Land Owner's Allocation/share shall also be Handed over and Possession be delivered to the party of the First Part within a time schedule of 36 months from the date of approval of Building Plan/ Modification by

1. By virtue of the recitals herein Contained the Land Owner Represent and Declare that he is Competent and absolutely seized and in Possession of the Lands in question as set out in the schedule given below as the Paramount Owner of the Lands. The Party of the First Part conveys, Vests and Assigns upon the Developer the Right to undertake Construction of Residential/ Commercial Buildings over the Schedule Lands in Accordance with the Plan/s to be Approved by the ADITYAPUR NAGAR PARSAD /AIADA and shall deal with various portions of the said Buildings on Terms and Conditions herein Contained.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-**

AND WHEREAS, on negotiation by the First Party/ Land Owner and Second Party/ Developer all Terms and Conditions of the projects and Regarding Allotments of Land Owner's Allocation in the Proposed Building/s and in order to avoid future complicity, the parties hereto have agreed upon to make and bring in writing the Terms and Conditions of contract specifying the Units or Flats along with Car parking spaces to be allotted in favour of the Land Owner before Commencement of Construction.

AND WHEREAS, the First Party/ Land Owner declares that the said Property is free from all Encumbrances, liens and charges and he is in Peaceful Physical Possession over the Schedule below Property having all Right, Title, Interest and Possession including the Rights to Transfer the same Lands to any Party/s or Person/s.

Remmani Lakshya  
4  
01/06/2018  
Ravi Raghav  
01/06/2018  
Sagar Dutt  
01/06/2018

(iv) "SALEABLE SPACE" shall mean the space in the Building, available for independent and occupation for Residential use including portion of common area together with Roof Right and open spaces attached there with the individual unit after making due provisions for common facilities and the space required thereof.

(iii) "COMMON FACILITIES AND AMENITIES" shall include Corridors, Hall-Ways, Stair Ways, Passage Ways, Drive Ways, Common Lavatories, and other facilities which may be mutually agreed upon between the Parties and Required for Establishment, Location, Enjoyment, Provisions, Maintenance and Management of the Buildings/s.

(iii) "DEVELOPER" shall mean "M/S. R. S. REALITIES", Represented by its Two Partners (1). Sri Ravi Prakash Ojha, S/o Sri Gupteshwar Ojha, (2). Sri Sanjay Dhoot, S/o Late Ramanandji Dhoot.

(ii) "LAND OWNER" Smt. Kamani Kaushal Sinha, W/o Sri Suresh Prasad, shall include each of his/his/its Successors, Heirs, Legal Representatives and Assigns.

**2. DEFINITIONS:**

3. The Developer/Second Party shall Construct the Building according to the Plans and Permission accorded and shall not construct any illegal or unauthorized area or unit or units and if it do so it would be entirely at its cost and risk and the Land Owner/ First Party shall not be held liable for any deviation of Approved Plan. The Responsibilities with Regards to the quality and standard of Construction of the aforesaid Building Complex would be Exclusively that of the Developer but it shall be as per the National Building Code.

Karmeni Kaushal  
 Smt  
 01/06/2016  
 --5--  
 Ravi Prakash Sinha  
 01/06/2016  
 Sagar Ojha  
 01/06/2016

the day of June, 2016.

i) This Development Agreement shall commence on and from this ...

**3. COMMENCEMENT:**

Constructed and the Lands appurtenant thereto and all Common Areas and Facilities, Amenities Provided thereto etc.

(ix) "PROPOSED BUILDING" shall mean and include the Buildings to be Enjoyed or Individual units.

(viii) "UNITS" shall mean a Partition of the Floor Space comprising of the Residential Complex capable of being Exclusively Occupied and Installations Appliances.

(vii) "SERVICE CHARGE" shall mean for up keeping of and include proportionate share of the cost of Electric Lighting, Sanitations, Common Wiring, Pipe Lines, and Electrical and Mechanical

(vi) "DEVELOPER'S ALLOCATION" shall mean the remaining portion of the Building on the said property after allocation to the Land Owner including proportionate share in Common Facilities and amenities of the Building on the said Property.

(v) "LAND OWNER'S ALLOCATION" shall mean the portion of the Buildings which is to be allotted to the Land Owner/ First Party as part of Land Owner/First Party portion in accordance with the Terms and Conditions of these Presents in each and every Building/s or Floor/s Including proportionate share in Common Facilities and Amenities on the said Property.

Warneri 129USHA  
 01/06/2016  
 --6--  
 01/06/2016  
 Ravi Shankar in  
 01/06/2016  
 Jyoti O'Leary  
 01/06/2016

(iii) That, the Developer at its Own Risk, Costs and Expenses shall apply to the ADITYAPUR NAGAR PARSAD /AIADA any other competent authorities for the requisite clearance, permission to construct super structure on the said Plots, the Project Building in accordance with the plans in force for the said area. The Developer may make or agree to make such variation in the designs or plans as may be required or considered by Developer desirable or necessary subject to due approval of the concerned authorities and with consent of the Land Owner.

(iii) That, the Building Plan will be in accordance with the Rules and Regulations laid down by ADITYAPUR NAGAR PARSAD /AIADA or other Competent Authorities. The Buildings shall be of First Class construction based on the specification conforming to Civil Engineering practice as per drawing, and shall not be below standard of National Building Code.

(i) That, the Developer Agreed to develop the said property at its Own Risk, cost and expenses and with its own resources in accordance with the plans. The Land Owner agree, in accordance with this Agreement, to place at the complete disposal of the Developer, the Physical and Actual vacant possession of the said property and to vest upon the Developer the unfettered right to prepare and submit Building Plans before the authorities and obtain Requisite Permission, Sanction and Approvals for Development, Construction and Completion of the proposed project with the signing of this Development Agreement.

**4. CONSTRUCTION:**

(ii) Possession of the vacant Schedule Lands will be handed over to the Developer by the Land Owner as soon as possible within 30 days from the date of this Development Agreement.

(iii) All Original Documents Relating to the Title of Schedule Lands shall be given by the Land Owner to the Developer as and when Required for Verification, Scrutiny or any other purpose not Detrimental to the interest of Land Owner.

Waimanui Reshad  
SMBG  
01/06/2016

--7--

Ravi Ramesh  
01/06/2016

Jayant Dant  
01/06/2016

- (iv) That, it shall be the Responsibilities of the Developer to Submit, pursue and follow up the plan to be Sanctioned/Modified/Revised by the ADITYAPUR NAGAR PARSAD /AIADA.
- (v) All Expenses/Charges incurred in Respect of Approval/ Sanction or Modification and/or alteration of the Sanctioned Plan and for any Revised Plan to be submitted for Approval/ Sanction shall be account of Developer.
- (a) The requisite fees for Sanction of the Plan/s shall be borne by the Developer.
- (b) To expedite sanction of such plan or plans shall be the Responsibilities of the Developer. The Developer undertakes to get the Building Plan approved from ADITYAPUR NAGAR PARSAD /AIADA as soon as possible.
- (i) The Developer forthwith on obtaining the approval of plan from ADITYAPUR NAGAR PARSAD /AIADA and other Competent Authority/ies shall start construction of the said property in a substantial and workman like manner in accordance with the plans, specification and elevations to be sanctioned by the ADITYAPUR NAGAR PARSAD /AIADA and other Competent Authorities, Including any Amendment, Modification or variation or alteration to the said plans and specification which may be made by the Developer with consent of Land Owner.
- (ii) The Land Owner/first party shall deliver the peaceful and vacant possession of the said lands to the developer within 30 days from execution of this Development Agreement. Delivery of vacant possession is mandatory requirement of this contract.
- (iii) The Building over the said Landed Property shall be Constructed under the Direct Control, Supervision, Guidelines and liability of the Developer and/or its Agents.

--8--

Bharmani Koushally  
Sinhg  
01/06/2016

Ravi Prakash Singh  
01/06/2016

Jagan Reddy  
01/06/2016



Both the parties hereto i.e. Developer and the Land Owner hereby mutually agreed that in lieu of the Development Over the Schedule Property, Land Owner shall be entitled for 35 % entire constructed area i.e. individual Flat/Unit/Saleable Space (Residential) in the Proposed Building to be constructed over the Schedule Lands only along with Proportionate, Undivided, Unfettered Joint Right Over Common Area, facilities and amenities attached to the proposed Building without any Consideration Amount.

(i)

**LAND OWNER'S ALLOCATION:**

5.

The Developer undertakes to do the construction of proposed Building an identical quality of materials and workmanship to be used and supplied in the constructed areas of for both portion as Land Owner allocation as well as Developer's Allocation as per the specification of this Development Agreement stated hereunder. (Ref. Clause-8 of specification mentioned below).

(vi)

The Developer shall make its best Endeavors to Complete/Finish the said Building in all respect so as to fit for Occupation/ Habitation use within 36 Months from the date of Sanction of the Building Plan and Clearance from other Government Agencies which is Required under statutory provisions and unless prevented by reasons beyond the control of the Developer, including force major conditions as acts of God, any Notice or Notification of the Government and/or Restrain order issued by any Court or Public Authority for stoppage of Construction work etc.

(v)

The Developer shall comply with the Requirements and Requisition of the ADITYAPUR NAGAR PARSAD /AADA or/and other Local Authority as the case may be Relating to the construction of the said Building on the said property and shall obtain necessary approval from the authorities concerned as and when Required.

(iv)

Memorial 12485/2016  
 -9- 01/06/2016  
 Srinivas  
 Ravi Rakesh  
 01/06/2016  
 Rajan  
 01/06/2016

All internal walls and ceiling will be P.O.P with priming coat and oil bound distemper finish. All external walls will be finished with Acrylic Emulsion Paint.

**WALL FINISH**

9" thick External Walls and 4 1/2" thick Internal Wall.

**BRICK WORK**

Reinforced Cement Concrete.

**STRUCTURE:**

**SPECIFIC DETAILS OF SPECIFICATION FOR CONSTRUCTION**

Shall mean the 65% Remaining Portion of the Building on the Schedule-"C" below Property after allocation to the Land Owner including proportionate share in common facilities and amenities of the Building on the Schedule Property more fully mentioned in the Schedule below.

**"DEVELOPERS ALLOCATION":**

The Land Owner and Developer have proportionate Right Over the Terrace/ Roof top of the Buildings. Both Parties are free to use terrace for temporary and Common purpose, Like social gathering of intending flat owners, functions, parties etc., and further shall not prevent for installation of common facilities, like installation of overhead water tank, Generator, lift room, electrical rooms etc.

The Developer and Land Owner shall be Entitled to get proportionate parking space without any Consideration Amount. The Land Owner and Developer or any person claiming under them shall not claim more than one allotted parking space against each Flat.

Keeping aside the Land Owner's Allocation i.e. 35 % Schedule-"B" Constructed Area; he will not have any claim over any portion of Saleable Area in the Proposed Building.

Remmani KUSHNET  
SINGH  
01/06/2018  
--10--  
Ravi Prakash  
01/06/2018  
Sudhakar  
01/06/2018

7.

6.

(iv)

(iii)

(ii)

**FLOORING**

Drawing/Dinning/Bedrooms/Balcony/Passage: Vitrified Tiles flooring, size up to 2' X 2' with 6" high skirting.

**STAIRCASE**

: Kaddpa stone/kota stone flooring with 6" high skirting.

**KITCHEN**

: Anti skid ceramic tiles, size min. 1' X 1' in floor with 6" high skirting. Cooking counter will be R.C.C Slab with black Granite long slab top and 2' high ceramic tiles dado, tiles size min. 8" X 12" or above.

**TOILET**

: Anti skid ceramic tiles flooring, tiles size min. 1' X 1' and 7' high ceramic tiles on wall, tiles size min. 8" X 12" or above.

**DRAWING/DINNING**

: Wash Basin 2' X 2' ceramic tiles dado at Wash Basin.

**DOORS:**

Main Door : 32 mm thick Ornamental Water proof flush door shutter with sal wood frame fitted with one mortis/cylindrical lock (ISI Mark) and magic eye.

**BEDROOMS/BALCONY/KITCHEN:**

32 mm thick, water proof flush door painted with synthetic enamel paint over a coat of primer and filling coat. Frame will be pressed steel doorframe.

**TOILET**

: PVC shutter with PVC doorframe.

**WINDOWS:**

Fully glazed Anodized Aluminum sliding windows with MS Grill/Guard Bars.

Ramesh Koushal  
Singh  
01/06/2016  
--11--  
Ravi Raghav Singh,  
01/06/2016  
Ajay Dant  
01/06/2016

**SANITARY AND PLUMBING:**

Drawing/Dining: One white vitreous china clay washbasin with pillar cock, mirror, soap dish and towel ring.

**KITCHEN:** Steel sinks with drain and long body bib cock with geyser facilities.

**TOILET:** I.W.C/E.W.C of white vitreous china clay sanitary ware with P.V.C Cistern, Two ways Bib Cock, Health Facet, and Shower rose, Soap dish, Towel rod, Towel ring, mirror and corner washbasin.

**ELECTRICAL:**

Single phase 220v power supply, Concealed wiring with multi-stand fire resistant copper wire.

**DRAWING/DINNING/BEDROOMS:** Two light Points, One Fan Point, One foot lamp Point, and Two 15 Amp. Plug Points and Two 5 Amp. Plug Points.

**BALCONY:**

One Light Point, One Wall Fan Point and One 5 Amp. Plug Point.

**KITCHEN:**

Two Light Points, One Wall Fan Point, Two 15 Amp. Plug Points, One Exhaust Fan Point and Chimney Point.

**TOILETS:**

One Light Point, One Wall Fan Point and One Exhaust Fan Point

**AT ENTRANCE:**

One Calling Bell Point.

*Handwritten notes:*  
Barnani 12/05/2016  
Sinha 01/06/2016  
--12--  
Ravi Prakash Singh  
01/06/2016  
Ajay Prasad  
01/06/2016

**OTHER AMENITIES:**

**WATER SUPPLY :** Tube wells/boring through RCC overhead tank/Jusco.

**GENERATOR :** Emergency power supply of 500 Watts. Power back-up for water pumps, street light, lift and other common areas lightning.

**TELEPHONE AND TV POINT:**

In Drawing/Dining room and all Bedrooms.

**GEYSER POINT:** One Electrical and Plumbing Point with hot and cold water supply system for all toilets and kitchen.

**FRIDGE POINT:** One 15 Amp. Plug Point in Drawing/Dinning at convenient location.

**WASHING MACHINE POINT:** One Electrical and Plumbing Point with water inlet and outlet at convenient location.

**A.C.POINT:** One Electrical Point in all Bedrooms.

**WATER FILTER POINT:** One Electrical and Plumbing Point in Kitchen at convenient location.

**ANTI-TERMITE TREATMENT:** To make termite resistant the entire construction area will be chemically treated.

**WATER PROOFING:** Sunken Slabs (Double coat of Techoxy Treatment of Choskey Chemical or Equivalent) and in roof top Chemical Based impermeable water proofing treatment for protection of seepage and also the Temperature.

Any addition / modification or extra facility demanded by the party

will be charged extra.

Any alteration/modification or extra facility demanded by the party

will only be accepted if permissible by the designer.

*Ramesh Koushik*

*Singh*

*01/06/2018*

*--13--*

*Ravi Prakash Singh*

*01/06/2018*

*Jagan Prasad*

*01/06/2018*

**LAND OWNER'S OBLIGATION**

8.

The Land owner hereby declare that not to cause any interference or hindrance in the construction of the said building complex over the schedule land by the developer unless the developer act in a manner violating or inconsistent to the terms of this Development Agreement or in violation of any statutory provision of law.

ii)

The Land Owner hereby agrees, covenant and undertakes not to cause any interference by himself or through others in the Development of the property or in the construction of Buildings on the schedule property by the developer or through its agents or to do anything, deed or act preventing the developer from disposing off, selling, assigning or disposing off or transferring any portion of the developer's allocation in the building or to deal with the said developer's allocation in any manner whatsoever.

iii)

The Land Owner hereby agrees not to enter into any agreement or transfer, convey or assign or encumber or deal with Schedule Land or any portion thereof with any other person or Party.

iv)

The Land Owner gives and expresses permission to the developer to enter upon the said property and shall have absolute authority and competency to commence, carry on and complete the development of the Land/construction of building in accordance with the permission granted.

v)

That, the land owner shall at the request and cost of the developer sign and execute papers, documents, applications for approval of the Building plans (revised/modified) from any authority or department.

vi)

The land owner, if required shall execute necessary agreement, deeds in favour of the developer or its nominees in respect of the developer's allocation of total built-up area at the cost and expenditure incurred by the developer for development and construction over the land.

Kamranzi Koushal  
--14--  
01/06/2016  
Sinhg

Ravi Prakash Jha  
01/06/2016

Jagan Prasad  
01/06/2016

vii)

The land owner declares that, prior to the present contract he has not agreed, committed, contracted or entered into any agreement with any other person/s in respect of the schedule of property or part thereof described below and that he has not created any encumbrances or charges on the said property or part thereof nor has done any act, deed or thing by reason whereof the development of the said property may be affected in any manner. It is further declared by the land owner that he is in peaceful possession of the schedule property and as on date of execution of this development agreement he is in peaceful possession over the schedule property.

viii)

After allotment and delivery of possession of the unit to the land owner, any common expenses, service charges incurred as regard to the unit/land owner allocation/flat shall be borne by first party/land owner. It is also agreed that any taxes payable on the event of transfer of unit over allocation in favour of land owner including Service Tax and Sale Tax shall be payable by the land owner for allocated space.

ix)

The Developer shall form an association/society under the statute for smooth management of common area, facilities and amenities if any in the proposed buildings. The undersigned land owner or his legal representatives will be the members of the society. The developer shall charge the amount upon the land owner or his legal representatives for formation of society; however land owner is liable to pay the respective common expenses, dues, charges to the society after delivery of possession of proportionate area allocated to them.

9.

**DEVELOPER'S OBLIGATION**

For this contract, the developer has specifically admits and agreed to get the building plan approved within the time specified and complete the construction of buildings by delivering the possession of land owner's flat within 36 months from the date of approval of Building plan/Revised Plan.

--15--

Barmari Naushad

01/06/2016  
Simha

Ravi Prakash Sharma  
01/06/2016

Sujay Ghosh  
01/06/2016

- (ii) Notwithstanding anything contained in these present the Developer shall indemnify and keep indemnified the land owner against and from all losses, claims, damages, costs, charges and expenses that may be made, incurred or suffered by the land owner in relation to the schedule property for construction of buildings and in relation thereto or for any breach of any contract by the developer or violation of any permission, rules regulations or bye-laws or occurring out of accident or otherwise.
- (iii) The Project work shall be commenced w.e.f. the date of signing and execution of this development agreement and construction from the date of approval of the building plan by the ADITYAPUR NAGAR PARSAD /AIADA/ Competent Authority.
- (iv) Not to violate or contravene any statutory provisions, rules, regulations etc. applicable for construction of the said building complex.
- (v) Any Labor or Workmen Engaged for the construction of the building by the developer will be the employee of the developer. The land owner has no relationship with the aforesaid employees and any amount that may be awarded under any agreement, labor dispute or proceeding under workmen's compensation Act. Or all damages are the sole responsibilities/liabilities of the developer and the land owner shall not incur any liability, responsibilities for the same.
- (vi) The expenditure/service charge for installation of transformer for availing power supply from transformer will be borne by the Developer.

--16--

Kamraj Mishra  
Singh  
01/06/2016

Ravi Prakash Mishra  
01/06/2016

Sagar Dant  
01/06/2016



(vii) The Developer has Right and Power to do the act, Deeds and things

in the manner specified therein on behalf of Land Owner.

(viii) The Developer on completion of the building and utility Services,

shall make its best endeavor to obtain occupancy certificate from ADITYAPUR NAGAR PARSAD /AIADA, without inordinate delay.

(a)

To work, manage and supervise the development and construction work of the proposed building including land

owner's allocation.

(b)

To Negotiate on terms for and to agree and to enter into and

conclude an agreement for sale, agreement for construction, allotment, lease or mortgage the schedule flats to any purchaser, lessee or mortgage with financial institutions or banks except the land owner's allocation of proposed building over the schedule lands at such price, which the Developer in its absolute discretion thinks fit and proper.

(c)

To sign, execute and deliver any conveyance/s for sale of the

said proportionate right over the schedule lands to execute all other sale deed or sale deeds for constructed units, agreements, instruments, letters and assurance, which shall be considered necessary, and to present such conveyance or conveyances for registration before appropriate authorities, to admit, execute receipts of consideration on land owner's behalf except land owner's allocation.

(d)

To sign, and execute all other Deeds, instruments and

assurance, which the Developer may consider necessary, to purchase stamp papers and to enter into and or agree to such covenants and conditions and may be required for fully and effectually conveying the said property mentioned in the schedule lands as land owner could do if personally present.

12/06/2018  
Srinaga  
--17--  
01/06/2018

Ravi Prakash Singh  
01/06/2018

Singh  
01/06/2018

- (e) To present any such deed of sale, lease or any other documents, deed for registration, to admit execution and receipt of consideration before the Sub-Registrar having authority for and to have said conveyance registered and to all acts, deeds and things except land owner's allocation which said Developer shall considered necessary for conveying the said property to the said purchaser, lessee, mortgage as fully and effectually in all respect as land owner could do the same.
- (f) To apply before the concerned authority ADITYAPUR NAGAR PARSAD /AIDA for approval of the proposed Building/apartments/units/housing complexes plan and get the same approved, further the Developer shall have authority to sign on each and every document as required by the concerned authority for approval of the plan.
- (g) To comply with all requirements and requisitions of the planning and sanctioning authority and such other local authorities relating to this construction of said proposed buildings in the schedule property and shall obtain necessary approval from any authorities concerned as and when required.
- (h) The Developer shall have all authorities to do necessary acts/deeds for approval of the proposed plan over the schedule lands.
- (i) To swear affidavits for all purpose by Developer on land owner's behalf.
- (j) To appear for and represent land owner before Income Tax, Sale Tax, wealth Tax offices, any courts, and revenue including Board of Revenue, Collector, S.D.O, any Magistrate, Judge or any other similar authorities duly empowered under Act and rules and before their appellate authority and before the Hon'ble High Court of Jharkhand and also before the Highest Judiciary of India and to sign and execute, verify,

Rammani Reddy  
 01/06/2016  
 Rani Rakshitha  
 01/06/2016  
 Jayant Dant

swear affidavits and file plaints, written statement, objections, counter objection, vakalatnama and petitions and also to presents appeal and revision in all appellate and revisional courts pertaining to the schedule property.

(k) To make sign and verify all applications, objections to appropriate authorities for all and any license, permission or consent etc. required by law in connection with the management and development of owner's land.

(l) To appoint, engage on land owner's behalf any pleader, advocate or solicitor whenever Developer shall think proper to do and to compromise, compound or withdraw cases or refer to arbitration all disputes and differences and also empowered to sign, verify and the application for execution of decree or orders of any court and to withdraw and receive documents or money from any court, office or opposite party and to do all the acts that may be necessary in connection with any case or cases that may arises for the said schedule property.

(m) To present further necessary correction if any on the event of finalization of any cases/ by the revenue authorities or civil cases.

(n) To execute developmental work over the schedule property on the physical possession of the executants and to engage laborers etc. The cost of the developmental work shall be borne by the Developer.

(o) To arrange construction material and construct the houses/flats etc. with the existing physical possession, engage laborers, apply before the concern authority for approval of plan and apply before ADITYAPUR NAGAR PARSAD /AIDA and Electricity Department to avail water and electric connection and execute the necessary documents for telephone connection. So also take necessary permission

Memorandum  
 21/06/2016  
 --19--  
 21/06/2016  
 Ravi Raskar  
 21/06/2016  
 Jayant Raut  
 21/06/2016

from other authorities by signing any document, application on land owner's behalf.

- (p) To take possession on the event of the proper legal consequences by the help of the police concerned if the situation so arises.

- (b) To deposit all taxes to the concerned authorities for construction of building and to obtain receipts thereon.

- (r) To sign and execute the Sale Deed, Deed of Transfer under conveyance, in favour of the intending buyer or buyers only against his allocated area except the allocated area of land owner and to sign and execute other documents under conveyance in respect of the said land/flats/units described in the schedule hereunder written or any part thereof in favour of various intending buyers only against his allocated area except the allocated area of land owner on such terms as developer shall think fit and proper and to present such deed or deeds for registration before the Registering authority and admit execution of the same only against his allocated area and to do all necessary acts, deeds and things for completing the registration thereof.

**10. CONSIDERATION**

In consideration of the Land Owner having entrusted, giving Authority to the Developer to Enter in to the property, Develop and build as per plan at its own cost and conferring on it's the rights, power privilege and benefits mentioned herein.

**11. RESIDUARY TERMS AND CONDITIONS**

- (i) That, the Developer shall be liable to assign and the land owner shall be entitled to get his/their share as decided by both the parties out of the entire constructed built-up area and the land owner shall be confirmed by the developer after approval of the Building plan regarding specific units of allotment.

Kemmani Raushall

--20--  
01/06/2016  
Singh

Ravi Prakash  
01/06/2016

Jayaram  
01/06/2016

The developer has the right to receive from the intending purchasers/buyers any earnest money and/or booking amount and also the balance of costs of unit and to grant receipts and execute such receipts as may be deemed necessary for his allocation.

(vi)

The developer shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the land owner will not raise any objection for the same at the developer's liability and risk. The developer is at liberty to execute any contract with different contractor and/or company and/or partnership firm etc. for smooth compliance of the terms and conditions of this development agreement.

(v)

The land owner hereby agreed to execute necessary deeds of conveyance directly in favour of the intending parties if required as per the advice of the developer. However all liabilities including costs, charges and expenses in respect thereof shall be paid and discharged by the developer or the intending party.

(iv)

The Developer has the Right and Power to enter into Agreement with intending Purchasers/buyers of the unit to sell, transfer, charges, assign and let out developer's allocation of the constructed/built-up areas except the land owner's entitlement of flats and the land owner shall not raise any objection to such agreement to transfer/assignment or disposition. The land owner shall join confirming party at the request of the developer for execution of relevant documents. It is hereby agreed that the developer has right to finalize and settle the terms and/or to dispose of developer's allocation of the built-up area/units in the proposed building at such cost the developer in its absolute discretion thinks proper.

(iii)

That the land Owner shall Executed the General Power of Attorney in favour of Developer including the Rights to Sale, convey, Transfer or Assign the Allocated Portion or Part of Developer/s to any intending Buyers.

(ii)

Handwritten signatures and dates:  
Dharmendra Raiwani  
Singh  
01/06/2015  
Ravi Pratap Singh  
01/06/2015  
Ajay Chaudhary  
01/06/2015

That, the Developer undertakes in its capacity as Developer not to do or cause to be done any act, commission or thing which may, in any manner, flout, contravene and contravene any law, rules, regulations etc. or which may amount to misuse of any authority or right hereby conveyed or breach of provisions of Law. In case of Non-Performance or Non-Observance of such Law, Rules,

(x)

AUTHORITY, the said liability shall be borne by the developer. the ADITYAPUR NAGAR PARSAD /AIADA/ COMPETANT alteration/changes/deviations, if any compounding fees is levied by Bye-laws and zonal regulations and that as a consequences of such PARSAD /AIADA/COMPETANT AUTHORITY and the Municipal obtaining modified plan approved from ADITYAPUR NAGAR alternation/change/deviations may be made in conformity after necessary, desirably or advisable, the said any alteration, change, deviation from the sanctioned plans become

(ix)

That, if during the course of construction of the proposed building Agreement.

part thereof up to the date of execution of this Development and/or any dispute regarding peaceful possession of the property or That, the land owner shall remain liable for encumbrances, if any,

(viii)

terms of the Development Agreement. proposed building on the said plot of land in accordance with the assistance to the developer to facilitate the construction of the construction of the proposed building and to render all help and documents, letters, which may be required for carrying out the That, the land owner hereby agreed to execute and sign necessary

(vii)

Agreement. The land owner hereby agree to ratify and confirm all acts, the developer shall lawfully do and to execute and perform or cause to be executed and performed all such act or deeds in connection with the transfer of proportionate impartial share in the land or/and units in the said proposed building by virtue of this Development

Harmani Roushqui  
01/06/2018  
Ravi Pratap Singh  
01/06/2018  
Sangeet Dand  
01/06/2018

--22--

Regulations or conditions of this development agreement, the entire liability in that behalf shall be incurred or discharged by the developer and further more developer undertake to keep the land owner entirely harmless and indemnified against all claims or demands resulting from the aforesaid non-performance and non-observance. The land owner hereby agreed to ratify and confirm all acts, the developer shall lawfully do and to execute and perform or cause to be executed and performed all such acts which shall not affect in any way to the interest of land owner.

(xi) Without prejudiced to the rights and interest of the land owner, the land owner hereby agreed to execute and sign necessary documents, letters which may be required for carrying out the construction of proposed building and to render help and assistance to the developer to facilitate the construction of proposed Building on the schedule of property.

(xii) This Development Agreement does not and shall not constitute any partnership between the parties.

(xiii) If either party be prevented from performing part of the obligations under these presents due to the existence of force majeure such as earth quake, flood, riot, war, storm, tempest, civil commotion, blasts malicious damages, fire or any other act or omission or cause beyond the control of the party concerned provided that the cause was not induced by the party himself, the party of other part shall claim damage or can sue for non-performance.

(xiv) The Land Owner and developer both have jointly reserve their rights to amend and/or modify and/or alter, in writing any terms and conditions of contract for smooth performance of the contract, building construction and its alienation.

(xv) In accordance with law and as required by the authorities concerned including the ADITYAPUR NAGAR PARSAD /AIDA the developer shall bear all costs charges and expenses, carry out the Work of Development of the said property and construction and completion

23--  
 Ramnani Kausnani  
 01/06/2016  
 Ravi Parkash Singh  
 01/06/2016  
 Jagdeep Dant  
 01/06/2016

(xviii) The developer shall be entitled to advertise its own name about the said development of the property and proposed sale of units/flats to be constructed and to put up advertisement board on the property or anywhere as it thinks fit and proper. The developer is at liberty to execute any contract with any marketing agency for saleable/developer's allocation in the project. In consideration of the terms hereby agreed upon the land owner convey, assign and absolutely vest upon the developer the right of development/construction on the said property and also developer's rights to enter into agreement to sell, transfer and assign balance of the constructed space/saleable area in the building together with proportionate interest in the Land.

(xvii) The developer shall keep the land owner fully indemnified against any harmlessness from all the losses and/or damages, costs, charges, expenses, claims or the proceedings in relation to the said land, development thereof, construction completion, Occupation and sale of the flats or otherwise in relation to or touching the subject-matter of this agreement or for violation of any laws, rules or regulations or due to accident, mishap and other calamities malicious damages, riots, thefts, burglars, fine, death or injury to any worker or person who is engaged in or near the construction site or arising from any other way whatsoever and the developer undertakes to take out appropriate insurance.

(xvi) Developer will be the sole responsible to deal with the authorities concerned and to comply with the rules and regulations of the said multi-storied building and transfer thereof to the intending purchasers of the flats at his own cost and expenses and that the land owner shall not be responsible.

of the said multi-storied building including the drainage system laying of cables, water pipes and obtaining connections for electricity as might be necessary and required under the plans, sanctions, permissions of the authority concerned and would make the said property fit for occupation and use.

12armeni Road, Shal  
 --24--  
 Singh  
 01/06/2016  
 Ravi Prakash Singh  
 01/06/2016  
 Jagjit Singh  
 01/06/2016



(xix) In case said property or any part thereof now declared or represent to be belonging to the owner are found to be non-existent on account of defective title of the Land Owner, the land owner shall be liable for refund of money advances to him with simple bank interest to the Developer.

(xx) The Land Owner and Developer shall have the right to sue for specific performance of this agreement or any other supplementary contract which may be executed for non-compliance of any term and the suing party shall also has a right to recover cost and damages if any.

**12. MISCELLANEOUS**

The name of the said Building/ Apartment shall be decided later on by the Developer after the Building plan is approved.

**13. ALLOCATIONS:**

(i) The First Party shall take 35% Constructed Area with Parking on the said project and after calculating entire cost, the share of the First party shall be handed over to him after the completion of the Development project and all that goal of completion of project shall be done after the hand over the physical vacant possession of the said plot of land and construction shall start after passing of Plan by ANAC and the first Parties share has more-fully mentioned in the Schedule-"B" below. And Rest 65% Constructed Area shall be the share of portion of the Second Party as mentioned in the Schedule-"C" below.

KOMMUNIKATION  
01/06/2018 Sema  
Ravi Prakash  
01/06/2018  
Sema  
01/06/2018

(ii) That after completion of proposed Building, the Builder/ developer/

Second Party shall deliver 35% constructed Area with parking to the

First party as fully described in the Schedule-"B" below as the

Allocation.

**14. ARBITRATION**

All dispute and differences arising out of this Development Agreement between the parties regarding interpretation of any Terms and Conditions herein contained of determination of any liabilities or touching these presents shall be referred to Arbitrators one to be appointed by the Land Owner and other to be Appointed by the Developer and shall be guided by the Arbitration and Conciliation Act. 1996 and the Decision of the Arbitrator shall made final.

**16. NOTICES**

Any Notice, Advice, Election, Request, Demand, Offer or other Communication Required or Permitted to be given under this Development Agreement shall be in writing and in the English Language, and shall be effective when delivered, if delivered during normal Business hours to the Principal Address of the Addressee noted below, or on the day it shall have been received by facsimile Transmission at the Addressee's Principal Address if sent by facsimile Transmission, Whichever of the foregoing shall first occur. Until otherwise specified by Notice in Writing, the Addressee for any Notice shall be.

Remeni Kashell  
simrey  
01/06/2018  
--26--

Ravi Prakash sghn  
01/06/2018

Jagan Dhand  
01/06/2018

If to the First Party (Land Owner)

Address:

At- S. Type, Quarter No. 36/1, New Housing Colony, Adityapur,  
P.S. - Adityapur, Dist.- Seraikella-Kharsawan, State of Jharkhand- 831013.

If to the Second Parties (Builder)

Address:

At- Heaven Palace, Pent House 7<sup>th</sup> Floor behind M.P. Tower, Adityapur,  
P.S.- Adityapur, Dist.- Seraikella-Kharsawan, Jharkhand- 831013.

17. JURISDICTION

All disputes between the parties hereto shall be settled within the jurisdiction in the court of Seraikella - Kharsawan only.

18. LAND VALUATION

Schedule-"A" below, Land Valued at Rs. 5,11,000/- per Decimal (Commercial Land Value) i.e. Rs. 5,11,000 X 07 Decimal = 35,77,000/-, Registration Fee @ 2.5% of Commercial Land Value Rs. 36,00,000/- X 2.5% = 90,000/- (Rupees Ninety Thousand) Only.

Commercial Land Govt. Valuation Rs. 5,11,000/- X 07 = Rs. 35,77,000/-  
Total Value Rs. = Rs. 36,00,000/-

Registration Fee @ Rs. 2.5% Rs. 36,00,000/-  
= Rs. 90,000/- (Commercial Land Value of 07 Decimal)

Handwritten signatures and dates:  
Ravi Prakash Singh  
01/06/2018  
Jagan Prasad  
01/06/2018  
--27--  
Rajendra Kumar  
01/06/2018

**[Description of the Land as above Referred]**

**SCHEDULE-"A"**

--28--

Ramani Koushik  
 Singh  
 01/06/2016

Ravi Prakash  
 01/06/2016

Satyam  
 01/06/2016

In the District Seraikella-Kharsawan, District Sub-Registry Office Seraikella, in Mouza Asangi, Thana No. 126, P.S. Adityapur, Revenue Thana Seraikella, Adityapur Nagar Parsad, Old Ward No. 04, now New Ward No.07, Anchal Gamharia, New Khata No. 27, Corresponding to Old Khata No. 25 New Plot No. 519, Corresponding to Old Plot No. 248, 249 Measuring an Area 0.07 Acre = Seven Decimals of the First Party.

| Khata No. | Khata No. | Plot No. | Plot No. | Area in | Type of        |
|-----------|-----------|----------|----------|---------|----------------|
| 27        | 25        | 519      | 248, 249 | 0.07    | Homestead Land |

Total Area = 0.07 Acre = Seven Decimals.

**Which is Bounded by :-**

North : Bindashini;

South : Nil;

East : Nil;

West : Road;

**SCHEDULE - "B"**  
**[Land Owner's Allocation]**

In the Dist.- Seraikella-Kharsawan, Under Dist. Sub-Registry Office, Seraikella. The First Party shall take 35% constructed Area (S.B.A) with 35% Parking on the said project to be develop on the Schedule-A Land and more over the said constructed Area shall given on Each Floors Construction.

In the Dist- Seraikella-Kharsawan, Under Dist. Sub-Registry Office, Seraikella. EXCEPT the Owners allocation, Rest of 65% Constructed Area 65% Parking on the said project to be Developed on the Schedule-A Land with all Easement Right, Privileges, Amenities, and Others.

IN WITNESSES WHEREOF, the parties have hereunto set their Respective hands today at Seraikella, on this the day, month and year first above written.

**IDENTIFIER**

Alok Kumar CHAUDHARY  
 S/O SRI BIJAY KUMAR CHAUDHARY  
 G.C. 21st Tower, Road No - 3,  
 D2, Contractor's Area, Bishupur,  
 Jamshedpur - 831001  
 (Alok Kumar Chaudhary) 01/06/2016

**WITNESS**

For the Vendor  
 S/O Madhub Khandopkar  
 Ashok Path, Mohanpath,  
 Parbatipath Cross, J.S.R.  
 Bhubaneswar, 01/06/2016  
 For the Developer  
 01/06/2016

Drafted Read over and explained the contents of this Development Agreement to the Owner/ First Party/ Executants in Hindi, English who found and admitted the same to be True and Correct.

Advocate, Seraikella  
 BRAJESH KUMAR VERMA  
 (ADVOCATE)  
 DIST BAR ASSOCIATION  
 CIVIL COURT SERAIKELLA  
 1ST- SERAIKELLA-KHARSHWA



Photograph

ATTESTED  
 01/06/2016

**[Builder's Allocation]**

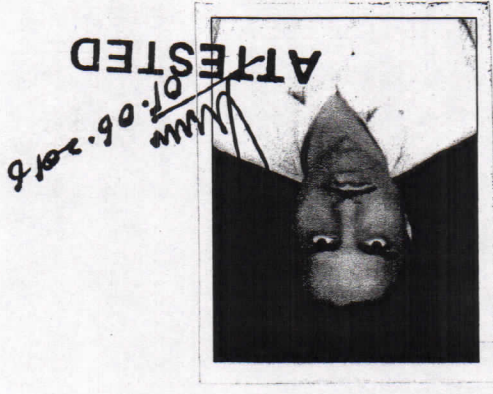
**SCHEDULE - "C"**

--29--

Pragati Singh  
 01/06/2016  
 Rajni Prakash Singh  
 01/06/2016  
 Singh  
 01/06/2016  
 Singh  
 01/06/2016

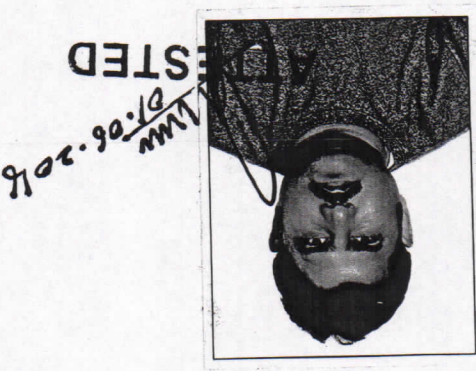
(SANJAY DHOOOT / SECOND PARTY NO. 02)

*Sanjay Dhooot*  
01/06/2018



(RAVI PRAKASH OJHA / SECOND PARTY NO. 01)

*Ravi Prakash Ojha*  
01/06/2018



*Ragmani Raushee*

--30--

*Singh*  
01/06/2018

*Ravi Prakash Ojha*  
01/06/2018

*Sanjay Dhooot*  
01/06/2018