



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 64aeeface47bd372391c

Receipt Date : 02-Mar-2021 12:44:07 pm

Receipt Amount : 50/-

Amount In Words : Fifty Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : EastSinghbhum

Stamp Duty Paid By : PRAVUJAGDISH REALTORS PVT LTD

Purpose of stamp duty paid : Development Agreement

First Party Name : TULA DEVI

Second Party Name : PRAVUJAGDISH REALTORS PVT LTD

GRN Number : 2104735221

This stamp paper can be verified in the jharnibandhan site through receipt number :-



- 2 MAR 2021



Signature



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Signed / Put L.T.I.
In my Presence

Advocate

Date:.....



[Handwritten signature]

Signed / Put L.T.I.
in my Presence

[Handwritten signature]
2.3.2021
Date:.....ocate

-2-

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT MADE ON THIS THE 2nd th
DAY OF March 2020 AT JAMSHEDPUR, B E T W E E N :-

MRS. TULA DEVI, wife of Late Mr. Bankin Gour, by faith – Hindu, by Caste- Gowala, by Occupation –Household Affairs, Nationality – Indian, resident of Moharda Basti, Near Hari Mandir, P.S. Birsanagar, Town Jamshedpur, District East Singhbhum, Jharkhand, hereinafter called the **FIRST PARTY MEMBER/ OWNER**, (which expression shall unless repugnant to the context include her legal heirs, successors, administrators and representatives) of the ONE PART;

A N D

M/s. PRAVUJAGDISH REALTORS PVT. LTD., (PAN:- AAKCP7623F), a Private Ltd. Company incorporated under Indian Companies Act 2013, having its Registered Office at 252 Co-operative Colony, Bokaro Steel City, Bokaro, Jharkhand and Head office at 1st Floor, B. N. Tower, Sradhanand Road, Ranchi, Jharkhand represented by its present Director **MR. GAJENDRA PANDEY** (UID No.:-5659 4114 2091), Son of Sri Dhanjee Pandey, by faith – Hindu, by Caste Brahmin, by Occupation Business, Nationality – Indian, resident of 382, Road No. 4C, Ashok



- 2 MAR 2021

Contd..3/



[Handwritten signature]

Signed / Put L.T. in my presence

2-3-2021

Date:

-3-

Nagar, Ranchi, District Ranchi, Jharkhand,, (hereinafter called the DEVELOPER/ BUILDER/ SECOND PARTY MEMBER (which expressions shall unless repugnant to the context include its/his/theirs legal heirs, successors-in-office, administrators, representatives and assigns) of the OTHER PART

WITNESS AS FOLLOWS:-

WHEREAS, the first party member is the sole, absolute and lawful owner of all that piece and Parcel of land measuring 1.5 Kathas, being in portion of New Plot No 4478, recorded under New Khata No. 4, of Mouza - Moharda, Survey ward No. 17. J.N.A.C. Thana No. 1200, P.S. Birsanagar, Town Jamshedpur, District East Singhbhum, referred as entire landed property;

AND WHEREAS, the aforesaid land recorded under New Khata No. 4, alongwith plots of said Khatiyani has been recorded in the name of Kandra Gour and accordingly said Municipal Khatiyani prepared in his name, which is finally published in the year 1995 after curved out R.S. Khata No. 24, and a family settlement established among Kandra Gour along with other co-sharers of R.S. Katha holder and as per said family settlement the land mentioned in the schedule below along with other land fallen exclusively in the share of present first party member and hold and possessed over the same with peaceful possession over the same as absolute owner thereof without any interruption from anybody.

AND WHEREAS, the Second party is the builder having its work to develop/construct multistoried building consisting of flats, Parking Space, etc. for its sale to its intending buyer/s.

AND WHEREAS, now the first party member/ owner is desirous to develop his said land measuring 1.5 Kathas, being in portion of New

Contd...4/



- 2 MAR 2021



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Signed / Put L.T.I.
In my presence

Advocate
Date:.....

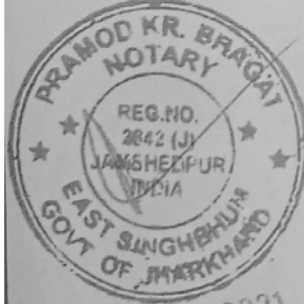
Plot No. 4478, recorded under New Khata No. 4, of Mouza – Moharda, Survey ward No. 17. J.N.A.C. Thana No. 1200, P.S. Birsanagar, Town Jamshedpur, District East Singhbhum, morefully described in Schedule 'A' below and to construct multistoried building over the same, but the first party member is not in a position to developed the same at his own cost for which he approached to the Second party member/ Builder and second party member agreed with the offer comes from the first party member for its development of Schedule 'A' below land and to construct Multistoried Residential Building consisting of Flats, Parking space, etc,. and the first party member and second party member have entered in to this agreement for avoiding future litigation, on following terms and conditions:-

In this Development Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto;

a) FIRST PARTY MEMBER/LAND OWNER :- means the above named, **TULA DEVI**, include his heirs, successors, legal representatives, executors, nominees, administrators and assigns.

b) SECOND PARTY MEMBER /DEVELOPER /BUILDER means the above named company **M/S. PRAVUJAGDISH REALTORS PVT. LTD**, represented by its present Director **GAJENDRA PANDEY** include it/his heirs, successors, successors-in-office, legal representatives, executors, nominees, administrators and assigns.

c) LAND PROPERTY :-The said land means all that piece and parcel of Homestead Vacant land measuring 1.5 Kathas, being in portion of New Plot No.4478,recorded under New Khata No. 4, of Mouza – Moharda, Survey ward No. 17. J.N.A.C. Thana No. 1200, P.S. Birsanagar, Town Jamshedpur, District East Singhbhum, more specifically described in the Schedule 'A' hereunder written is the subject matter of this Development Agreement.



- 2 MAR 2021

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Signed / Put L.T.I.
In my Presence
Adhyal
Date:.....

- d) BUILDING :- shall mean the new Multistoried building consists of several units for residential use to be constructed on the land given in Schedule-A of this Deed by the Developer at its/their cost and expenses as per plan duly sanctioned it deemed sanctioned by the competent authority.
- e) UNIT/FLAT :- shall mean a covered area available for independent use and occupation for residential purpose i.e. entire covered areas as per sanctioned building plan/map by its competent authority and shall include the plinth area of the unit, plinth area consisting of bedroom, living room, bathroom, kitchen, balcony/veranda;
- f) PARKING SPACE :- shall mean any place in covered area or open area out of portion of schedule land reserved for parking of motor car, scooter or any other vehicle.
- g) COMMON PART :- shall mean common passage corridors, staircase, lift, common lavatories pump room, tub well, over head tank, water pumps and common facilities and amenities for common use and enjoyments and all fixture and fittings.
- h) SUPER BUILT -UP AREA:- means and included the carpet area, verandah, balconies stair case, common part etc. of the proposed multistoried building.
- i) LAND OWNER'S SHARE :- The first party member/ owner's allocation shall means 40% of constructed area i.e. flats (in each floor) Parking Space in parking area in the proportionate ratio of the respective flats along with its undivided proportionate share of land together with all common spaces of the said multistoried at the said ratio out of total constructed area morefully described in schedule 'B' below, within the proposed building to be constructed over the Schedule 'A' below property hereunder written.



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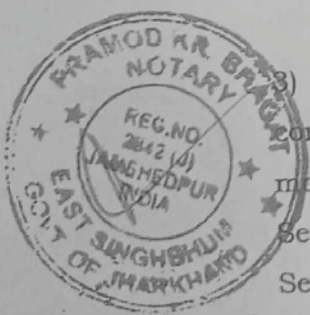
[Signature]

Signed / Put L.T.
in my Presence
[Signature]
Date: 2-3-21

- j) DEVELOPER/BUILDER SHARE :-The Second party/ builder/ Developer's allocation shall means remaining of 60 % constructed area, i.e. flats, parking space, together with all common spaces and roof of the said multistoried building at the said ratio morefully described in schedule 'C' below within the proposed building to be constructed over the Schedule 'A' below property hereunder written.
- k) FORCE MAJEURE :- shall described flood, earthquake, riot, war storm, civil commotion Strike, lock out, labor problem and/or any other act of commotion beyond the control of the developer.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) That the first party member hereby entrusted and handed over to the Second Party the work and right of Development of the Schedule 'A' below property.
- 2) That the first party member handed over to the second party all that piece and parcel of Homestead Vacant the land measuring 1.5 Kathas, being in portion of New Plot No. 4478, recorded under New Khata No. 4, of Mouza - Moharda, Survey ward No. 17. J.N.A.C. Thana No. 1200, P.S. Birsanagar, Town Jamshedpur, District East Singhbhum, for its development and to construction of Multistoried building over the same.
- 3) That the Second party/developer has offered to develop and to construct the multi-storied residential building on the said land morefully described in Schedule Below 'A' at its own cost and the Second Party Member and First Party Member has agreed with the Second Party.



- 2 MAR 2021

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Signed / Put L.F.I.
In my Presence
Advoc.
Date: 3/2/21

4) That the Second Party / Developer shall prepare the Building Plan along-with supporting plans such as structural, Electrical, Sewerage etc. through competent civil, engineer, architect and proper planner and shall get the same sanctioned or approved from J.N.A.C., or its appropriate authority at its own cost. The plan so prepared, if required, during or after sanction by the authority, may be modified or revised as per agreement /or feasibility of the proposed project with mutual understanding between the parties mentioned above.

5) That the First Party Member shall have no objection if the aforesaid building plans are submitted to the local authorities in the name of the First Party Member or for other permissions, or if approvals are obtained in the name of First Party Member and the First Party Member has agreed to sign all such papers that may be deemed necessary for the development of the building, however all fees, costs, charges, and expenses relating to such approvals/ sanction shall be borne by the Second Party. be it noted that if building plans are sanctioned in the name of Second party in that event first party member shall have no objection.

6) That after passing the building plan and getting approval of all permission from the Competent Authority, thereafter within two month from the date of approval of the building plan by the competent authority, the second party shall start the erection of the said Multistoried building over the said land and same shall complete within 36 months from the start of erection. Be it noted that if the construction is delayed due to act of God, natural calamities, riot, etc. which are beyond the control or reach of the human beings, for such delayed, the Developer/builder will not liable for the such delayed.

7) That on completion of the said multistoried building on the said land mentioned in schedule 'A' below, the second party member shall hand over 40% constructed area out of the total constructed area and first party member have no right on the other construction or other flat developed by the second party member except of his allocation area



- 2 MAR 2021

Contd...8/



[Handwritten signature]

-8-

Signed in presence of
P. L. T. L.
2-3-2021

remaining of constructed area 60%, i.e. flats, parking space, together with all common spaces and roof of the said multistoried building has fallen in the exclusive share of the Second Party member.

8) That the second party shall make all arrangements in the multistoried building for supply of water through Deep boring or its any concerning organization and also affixing pumps with overhead tanks for supplying water to the residents of the said multistoried building and also supply of electricity with all fittings and fixtures as per common specification.

9) That after execution of this agreement, the second party will be entitled to commence the preliminary works in the manner stated herein above over the land described in the Schedule 'A' below and also to take or receive booking amount or entire consideration amount or inviting applications from the purchaser for sale of flat/s parking space being the share of the Second Party only after the division/ demarcation of Share between First Party and Second Party. This demarcation will be done just after sanction of Building Plan.

10) That the first party shall have no concerned with the deal in and transaction between the Second Party and its purchaser. Similarly That the Second party shall have no concerned with the deal in and transaction between the First Party and its purchaser

11) That after completion of the proposed building the Second party/ Developer shall deliver the flats (each floor), parking space in parking area etc.. at the ratio of 40 % (i.e. ready flats, Parking in the proportionate ratio of the respective flats etc as per specification agreed by both the parties) and the first party have right of undivided proportionate share of land and Together with common utility services, advantages, amenities, privileges etc. i.e. The owner's share/ allocation in favour of the first party member more specifically described in the Schedule 'B' hereunder written. Further the Second party/ Developer will

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- 2 MAR 2021



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[Handwritten Signature]

Signed / Put J. T.I. in my Presence

Advocate
25-2
Date:

have sole and complete right of 60% construction i.e. 60% flat/s and parking space, roof etc. and full right to transfer the said unit/s to any intending buyer and give delivered possession of the same.

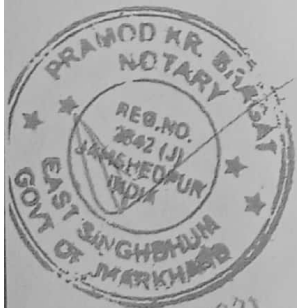
12) That the first party member have absolute right to sell, gift, mortgage, etc. in respect of his respective portion morefully described in Schedule 'B' below and have also right to receive the consideration amount from its intending purchaser/s and similarly Second Party member has absolute right of rest 60 % portion of units (more fully described Schedule 'C' below) and has fully entitled to sell, gift, to any intending person/s, buyer/s, and also mortgage or transfer the same in any manner according to the Apartment Act. and also have right to receive the consideration amount from its intending buyers.

13) That by this document Second Party have fully entitled to sell its respective share i.e. 60 % consisting of flats, parking etc. to any intending purchaser and to sign such documents and execute the deed i.e., sale, transfer, conveyance, contract, or any document or documents in favour of the intending purchaser/s and present the same in any register, Sub- Registrar or District Registrar or Officer empowered to register the document under the Indian Registration Act and admit execution for the same and also right to receive the consideration amount from its intending purchaser/s.

14) THAT THE FIRST PARTIY MEMBER HEREBY DECLARE AND COVENANT :-

a) That he is the lawful owner of the Schedule 'A' below premises and there is no other co-owner, co-sharers owner of the said land.

b) That the prior to execution of this Development agreement the first party member has not sold or transferred or conveyed the Schedule 'A' below property or part thereof to any party, persons or concern nor entered in any similar Agreement with any one else and the same is free from all encumbrances, charges, mortgages litigation pending suit/case in any court or office.



- 2 MAR 2021

Contd...10/



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Handwritten signature

Signed / Put in
in my presence
Advocate
Date: 3.3.21

c) That the first party member hereby assures the Second party to execute or sign any further paper, plan drawing document etc. in favour of the Second party and for the interest of the proposed building to be constructed thereon and for disposing of Second party's allocation to various parties.

d) That the first party hereby assures the Second party to extend all his co-operation for the development of the said land and or disposal of the proposed flat/s parking falling to the share of the Second party to the intending buyers or parties.

e) That after getting delivery of possession of owner's allocation, the first party shall be liable to pay the maintenance and electricity charges with respect to the unit/units under his allocation.

15) THAT THE DEVELOPER/SECOND PARTY HEREBY DECLARES AND COVENANTS:-

a) That the Second party will be entitled to enter agreements with various intending buyers in respect of its/their allocation/ share.

b) That the expenses that may be incurred towards preparation of building plan, passing of such plan or plans, payment to owners, architect, civil engineer, labors, workmen, guard, purchase of the building materials, fixtures, fittings, installation and or other service connection to be installed therein documentation, any miscellaneous charges, levied, fines penalties imposed by Municipality/J.N.A.C. or any other authorities during the construction will be borne by Second party.

c) That the Second party shall take all responsibilities towards construction of proposed building and in case of any accident or incident or theft or damage that occurs during the period of construction the Second party will be totally responsible for the same. In case of any dispute that may arise between the Second Party and other buyers, or any concern etc. in such event the First party shall in no way be liable or questionable for such incident, occurrence, event or proceedings..



- 2 MAR 2021

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Signed / Put L.T.I.
in my presence

2-Advocate

Date:

16) THAT BOTH THE PARTIES HEREBY DECLARE AS FOLLOWS:-

a) The parties shall be fair and honest and none of the parties shall cheat, deceive and deprive the other. The deprived party shall have right to take the shelter of law in proper court of law/or through recourse to law.

b) The parties shall put and render their sincere efforts for the grand success of the proposed project, which however shall never be constituted for any partnership between the parties.

c) The Second party shall or may publish in news paper or any media for disposing of its/their area i.e. the Developer's Allocation to the intending buyers or parties and have also right to enter in to buyers agreement to its intending buyers.

d) The parties hereto shall save harmless and keep indemnified each other against any loss, damage, incident suit or proceedings.

e) The parties may on mutually agreeable conditions alter or amend any terms of the Development Agreement and /or include or modify, exclude any further terms therein, if found necessary.

f) The parties hereof including their respective heirs, successors, successors-in-office, administrators, legal representatives and /or person claiming through or in trust of them shall comply, honor and abide by all terms of the agreement.

g) All disputes and differences arising out of this agreement between the parties regarding interpretation of terms and conditions herein contained may be referred to arbitrator under the provision of Indian Arbitration and conciliation Act. 1996.

h) That by execution of this development agreement, the owner/First Party will empower the-builder to sell 60% of Builders allocation as



2 MAR 2021

Contd...12/



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Signed / Put L.I.
In my presence
Date: 2.3.22

demarcated in map or the units to any intending purchaser and receive the consideration amount for the same with respect to its allocation area morefully described in Schedule 'C' below.

i) The parties herein including their heirs shall be fair and none of them shall cheat, deceive and deprive the other the deprived shall have right to take shelter of law under specific of performance act, relief act and damages and or any other act that may suit to the parties.

17) That the Second party shall indemnify and keep indemnified the First party from and against all criminal or administrative proceedings, fines penalties and all other cost, charges expenses damages, incurred or suffered by the first party in course of development of schedule below property.

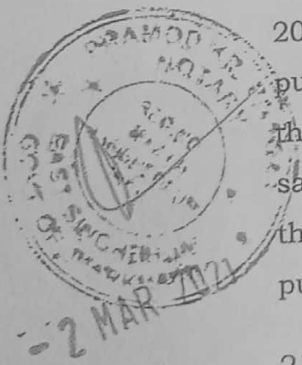
18) That the second party shall be entitled to put up any hoarding or boards upon the schedule below property advertising development construction of Apartment and for its sell if necessary.

19) That the Second party shall be entitled to enter into agreements for sale of flats, parking spaces and other tenements falling its share / deliver the possession of flats, parking spaces and other tenements to its purchaser/s only after deliver the possession of share of Flats, parking space and other tenements to the first party;

20) That both the parties agree that if any levy is imposed by any other public body/ bodies for the Development/betterment of the area in which the said property is located or any other levy becomes applicable on the said property or the Building thereon, then the same shall be paid by the land owner and his purchaser and also by the developer and its purchaser.

21) That the First party member has handed over his landed property morefully described in Schedule 'A' below to the Second party peacefully

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-13-

Signed / Put L.T.I.
in my presence
Advocate

Date:.....

and he also undertake that this land is free from all encumbrances, lien and charges and this holding is not mortgaged anywhere for availing financial facility.

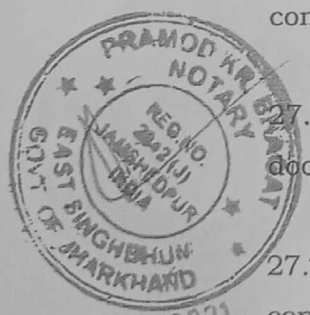
22) That the second party shall supervise, manage, and look after the construction of the proposed building and other affairs of the proposed project and shall be entitled to appoint employees, workmen, civil experts, architect, civil engineer, skill labors agent staffs, guards, etc, and shall or may discharge such labors or staffs as when necessary and similarly the first party has also right to inspection the same.

23) That the Second party shall pay all the taxes and other charges with respect to schedule below property for the period from executions of this Agreement. The First party member shall be liable to clear up all the dues prior to execution of this agreement.

24) That the First party member hereby declare that if there is any defect of title, possession or for any action of the First party the Second party is derived from the aforesaid property in question hereby sold, fully described in schedule below, in that event the First party will be bound to compensate the second party for all its loss and damages.

25) That if any misunderstanding arise between the parties then the court of jurisdiction of Jamshedpur or its highest court.

26. That both the parties will obey the above mentioned terms and conditions faithfully.



27. That the first party member has delivered all the original documents together with original sale deed in connection of said land

27. That both parties shall be just fair and faithful to each other in connection with the aforesaid transfer and transaction and either party shall not deprive the other if so the deprived party shall have every right to take the shelter of law.

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Signature

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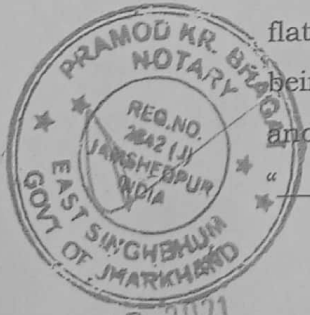
SPECIFICATION

Signed / Put L.T.L. in my presence
Date: 2/3/2021

1. **FOUNDATION** : RCC Column
2. **STRUCTURE** : RCC fram structure
3. **WALLS** : Brick Work
4. **WALLS WASH** : Plaster and POP.
5. **FLOOR** : Vitrified Tiles.
6. **DOOR** : Flush Door.
7. **WINDOW** : Aluminum glazed windows
8. **TOILETS** : Tiles and Standard fittings.
9. **KITCHEN** :- Hind ware or equivalent.
10. **Santiary fitting** : Stainless Steel sinks
11. **WATER SUPPLY** : Connected with deep bore well with overhead tank and connected by electric pumps.
12. **ELECTRICAL** : Anchor or equivalent
13. **OTHER** : Lift;

Note : All sizes, specifications, layout etc., are subject to variation/ addition/ alteration as directed by Second party.



That the multistoried building consisting of several residential flats, parking/s etc., with all advantages, services, and other facilities being provided therein, constructed over the Schedule 'A' below holding and the entire multistoried premises shall be Known as _____



- 2 MAR 2021

This Deed valuated at Value of land Rs. _____ only.

Contd...15/

Signed/ Put L.T.I.
In my Presence
Date: 23-3-2021
Advocate

-15-

SCHEDULE :- 'A'

ALL THAT piece and Parcel of land measuring 1.5 Kathas, being in portion of New Plot No.4478, recorded under New Khata No. 4, of Mouza - Moharda, Survey ward No. 17. J.N.A.C. Thana No. 1200, P.S. Birsanagar, Town Jamshedpur, District East Singhbhum, District Sub-Registry Office at Jamshedpur, which is bounded as follows :-

- North :
- South :
- East :
- West :

SCHEDULE- 'B'

(Land owner's allocation)

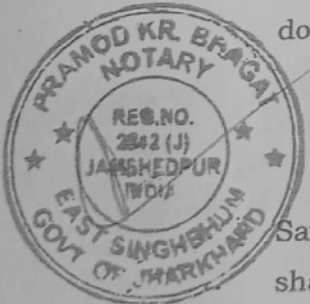
The "Land owner's/ first Party member" allocation shall mean and include 40 % of constructed area i.e. Flats (each floor), Parking Space in parking area in the proportionate ratio of the respective flats along with its undivided proportionate share of land in the proposed building to be constructed over the Schedule 'A' below and the division/ demarcation of Share between First Party and Second Party. This demarcation will be done just after sanction of Building Plan.

SCHEDULE- 'C'

(Developer's allocation)

Save and except the first party's allocation, the Developer's allocation shall mean and include the remaining of constructed area of 60% i.e. flats, parking space, together with all common spaces and roof etc. along with its undivided proportionate share of land in the proposed building to be constructed over the Schedule 'A' below and the division/ demarcation of Share between First Party and Second Party. This demarcation will be done just after sanction of Building Plan.

Contd...16/



- 2 MAR 2021

In Witness whereof both the parties have put their respective signature in presence of the witnesses after going through the content found it to be true and correct

Witnesses :-

- 1. Rushi Gour
Moharada Jamshedpur
- 2. Bishi Gour
Moharada Jamshedpur



Signature of the first party member

Signature of the Second party member

Attested the signatures of the Executant/Executants, who Signed Put L.T.L, in my Presence of Sri. B.S.N. District Court, Jamshedpur, Jharkhand Identified by him.

2 MAR 2021
Pranod Kr. Bhagat
NOTARY
S. Singhbhum, JSR



- 2 MAR 2021

Signed / Put L.T.L. In my Presence
Date: 22/2/21
Advocate