

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE

HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

झारखण्ड JHARKHAND

D 131219

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DEVELOPMENT AGREEMENT

Shaybaj Khariya

Md. Saund Ala

Md. Sahrawaz Alor

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

[Handwritten signature]
Advocate

Date:.....



DEVELOPMENT AGREEMENT

Md. Sahnawaj Alam
Md. Saud Alam
Saghufta Khanam
Signed / Put L.T.I.
in my presence
Advocate

Date:.....

This Deed of Development Agreement is made on this the 25th day of April, 2018, at _____.

BY AND BETWEEN

1. Md. MAQSOOD ALAM, son of late ABDUL AZIZ,
2. Md. Sahnawaj Alam s/o Md. Maqsood Alam
3. Md. Saud Alam w/o Md. Maqsood Alam
4. Saghufta Khanam d/o Md. Maqsood Alam

By Faith Muslim, By Caste (General Caste), By occupation no 1. Business & self Employee . By Nationality Indian, Resident of Road no 7 House no 4, Azadnagar P.O Mango Town Jamshedpur ,District East Singhbhum. Hereinafter known as the Land Owner/s / First Party members (which expression shall unless excluded by and / or repugnant to the context must mean and include their legal heirs, successors, executors, legal representatives, administrators, nominees, and assigns) of the First Part.

AND

MD. IZHARUL HAQUE, son of Late Mohamad unus, By Faith Muslim, By Nationality Indian, By Occupation Business, Resident of Road no 10B H. no 24 Azad Nagar Mango, within P.O. & P.S. Mango, District E. Singhbhum , and State Jharkhand. Hereinafter called the Builder / Second Party / Developer (which expression shall unless excluded by and / or repugnant to the context must mean and include its / his legal heirs, successors, legal representatives, administrators, executors, nominees, and assigns) of the Second Part.

WITNESSETH AS FOLLOWS:

WHEREAS,

(Record of Rights)

AND WHEREAS,

Handwritten notes at the top right of the page: "1st floor", "2nd floor", "3rd floor", "4th floor", "5th floor", "6th floor", "7th floor", "8th floor", "9th floor", "10th floor".

AND WHEREAS, the First Party members are desirous of constructing one /more multi storied building consisting of several flat/s, parking/s and other unit/s over the above said land more clearly mentioned in the schedule below, but, as the First Party has no knowledge related to construction, he has approached the Builder / Second Party for the same, and having discussed in all the matters related to development and promotion and other aspect/s of construction on certain terms and conditions agreed to enter into this indenture, to avoid all or any kind of future legal complication/s, dispute/s and misunderstanding/s between the parties.

OWNER: shall mean the First Party which also include his legal heirs, successors and permitted assigns.

DEVELOPER: shall mean the Second Party which also include its / his legal heirs, successors, and permitted assigns.

PROPERTY: shall mean and include all that piece and parcel of raiyati homestead land as mentioned above.

COMMON FACILTIES AND AMENITIES: shall mean and include the stairways, lift, water connection, electricity, sewerage, landing passage ways, over head tank, and other common space to ingress & egress, etc.

MAINTENANCE: shall mean maintenance of the common facilities and services shall be the joint responsibilities of all the buyers and maintenance of individual shops or offices or commercial space shall be done by individual buyer/s.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. That, this Development Agreement shall commence with effect from the date of signing of this Development Agreement.

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2. That, the Developer / Builder / Second Party must prepare at its own cost the building plan, revised or amendment plan through Architect, civil engineer, or planner along with supporting plan/s, such as structural, electrical, sewerage and shall get such plan or plan/s approved through Circle Officer or any appropriate authority with full support and co – ordination with the Owner/s / First Party. The plan so prepared if required during or after sanction may be modified, revised or altered according to the feasibility of the project, at the cost of the Second Party.

Handwritten notes:
Plan
M.P. - 50%
M.P. - 50%
M.P. - 50%

3. That, it is decided and agreed by and between the parties as under:

- a) The Owner/s / First Party is entitled to get 50% share of plan passing by MNAC (residential & commercial) only including Car Parking Space, in the proposed project which will be treated as Land Owner/s Share.
- b) The Builder / Second Party is entitled to get the remaining 50% share in the project from Car Parking Space to roof of the building & top roof will be name of 2nd party/developer i.e. after owner's allocation, the remaining share shall be deemed as Developer/s / Builder/s Allocation in the proposed project.
- c) Parking space is only for vehicle parking not for construction or other activity.
- d) In the period of construction the 1st party owner cannot sell his share units ,they can sell their unit in only after the total construction or handover.
- e) The Builder / Second Party is entitled to sell and convey its allocation to various buyer/s by recognized mode of conveyance, sell, lease, etc., to which the Owner/s / First Party does not have any objection.
- f) It is mutually agreed between the parties that the First Party and the Second Party will take their respective share as decided between them, as per mutual consent and convenience of the parties, and the parties can opt for such space which they think is better in terms of their use.
- g) If as per final measurement calculation if any area is increased in the ratio of the First Party, then the First Party will make payment for the increased area as per the prevailing market rate, and the same condition will be applicable on the Second Party i.e. the Builder, as well, i.e. if any area of the First Party decreases then the Builder / Second Party, shall pay such difference amount to the First Party members.

Handwritten signatures:
[Signature 1]
[Signature 2]



- i. The Builder shall prepare building plan or plan/s by recognized architect / engineer and get it approved by the Circle Officer or any Competent Authority for the construction of the multistoried building i.e. flat/s, parking/s, and other unit/s along with electricity supply, water supply, sewerage / drainage and other essential services etc. as needed for in the proposed project to be named as “_____”.
- ii. The Builder / Second Party will use all standard materials, fixture fittings, and installation regarding electric and water connections along with pipelines etc., and the Builder / Second Party also declare that it will not sell, mortgage, transfer, or lease out any vacant land from the schedule below property.
- iii. The Builder / Second Party will supervise the construction on building site and is free to appoint skilled or un – skilled labour, workmen and other civil experts as and when necessary for the project.
- iv. The expenses incurred towards the passing of building plan or plan/s, purchase of materials, fixtures, fittings, lift, generator, installation/s of electricity wiring, pipelines for water, sewerage and all other services, amenities, shall be borne by Builder / Second Party during construction, and once project is complete, the Builder will realize the same from the buyer/s and other occupant/s.
- v. The Builder / Second Party shall complete the proposed construction within time period of 2 years & 6 month grace from the date of plan passing / approval of drawing in normal situation, however, the period of construction may get delayed due to act of god, or natural calamity, riot, acute shortage of building material and/or such reason which is beyond the control or reach of the human being.
- vi. After construction the roof will allocated to the second party/ builder he will sell lease construct by his own , there is no objection from 1st party and 1st party will agree and he have no rights to roof share or any.
- vii. The Builder / Second Party during the project execution is bound to abide by the laws of the State, and any breach to the laws of the state will become the liability of the Builder / Second Party alone.

Handwritten notes in the right margin: "H. Manoj Kumar" and "5-5-2019".

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All that piece and parcel of raiyati homestead land measuring an area corresponding to New Khata No. 46 being in New Plot No. 3114 within Ward No 8

under the MNAC. East Singhbhum District Sub Registry Office, Jamshedpur, District East Singhbhum, State Jharkhand.

Area measuring on the North :110'6", South Side: 96'6". East Side :25'Ft, West Side: 45'Ft Equivalent to Five Kathas. i.e. 8.25 Decimals, which is bounded as follows:-

The above land is bounded as follows:

On the North : 8' wide Road

On the South : Israr Ahmad

On the East : Firoz Ahmad

On the West : Road;

The annual rent is payable to the State Government through C. O., Jamshedpur.

IN WITNESS WHEREOF both the parties have hereunto set their respective hands today, at _____, this the ____ day, of Apr, 2018, above written.

WITNESSES:

1. S. Alam
Md. Sahrawaz Alam

✓ Alam
Md. Saund Alam
Shayibta Khanam
Md Sahrawaz Alam
Signature of the Owner / First Party

2. _____
Drafted & Printed By:

Attested the signatures of the Executant/Executants, who signed/ Put L.T.I., in my Presence of _____ Advocate District Court, Jamshedpur and also identified by him.

Pramod Kr. Bhagat
NOTARY
E. Singhbhum, JSR.

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Alam
Signature of the Builder / Second Party

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

Date:.....