

भारतीय गैर न्यायिक

पचास
रुपये

FIFTY
RUPEES

Rs.50



50

INDIA NON JUDICIAL



झारखण्ड JHARKHAND

8436



For S. S. CONSTRUCTION
Vinod Kumar

FOR PRIME ASSOCIATES

PARTNER

Handwritten signature and text: PARTNER by Vinod Kumar (Member of S.S. Construction)

DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE ON THIS THE 27th DAY OF MARCH, 2012
AT JAMSHEDPUR

BETWEEN

M/S S.S. CONSTRUCTION (Promoters & Developers) a partnership firm
having its office at AASTHA LEGEND, 3rd Floor, Digoal Road, Bistupur,
Town Jamshedpur, Dist- Singhbhum East, being represented by its
Partner namely Sri. Vinod Kumar Agarwal, S/O Late B.L. Agarwal, by faith
Hindu, by occupation business, resident of Aastha Hitech City, Duplex

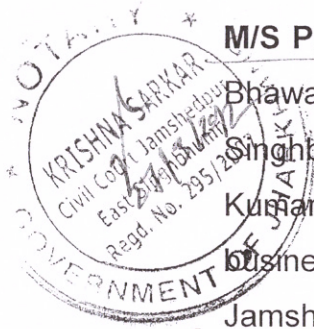
KRISHNA JAKKAR
NOTARY
District Court, Jamshedpur
Dist Singhbhum, Jharkhand

For S. S. CONSTRUCTION
V.K. Agarwal
Partner.

For PRIME ASSOCIATES
PARTNER
PARTNER
Identified by me and signed
by L.S.J. in my presence.
Advocate

No.-20, Sonari, P.S.-Sonari, Town Jamshedpur, Dist- Singhbhum East, hereinafter called the FIRST PARTY, (Which expression shall unless excluded by or repugnant to the context mean and include its successors in office, executors, administrators, legal representatives and assignees) of ONE PART

AND



M/S PRIME ASSOCIATES, a partnership firm having its office at Mangal Bhawan, Dimna Road, Mango, P.S.-Mango, Town Jamshedpur, Dist- Singhbhum East, being represented by its Partner namely Sri. Mukesh Kumar, S/O Sri. Anand Kishore Singh, by faith Hindu, by occupation Business, resident of Dimna Road, Mango, P.S.-Mango, Town Jamshedpur, Dist- Singhbhum East, hereinafter called the SECOND PARTY(Which expression shall unless excluded by or repugnant to the context mean and include it successors in office, executors, administrators, legal representatives and assignees) of OTHER PART

NATURE OF DEED: DEVELOPMENT AGREEMENT AGAINST CONSTRUCTION AND DEVELOPMENT OF THE LAND, AS PER TERMS OF THIS AGREEMENT.

WHEREAS, ALL THAT piece and parcel of Home stead land measuring an area 0.14.70 hec or 21.38 Kathas or 35.30 Dec situated at Mouza Baliguma, P.S.-M.G.M., Thana No. 1150, Ward No.10, MNAC, recorded under old Khata No-288,280 & 287 corresponding to old Plot No.561,563,564,565 & 316, Halka No- 9, corresponding to New Survey settlement Khata No- 563, New Plot No- 457 a,b Jamshedpur, District

For S. S. CONSTRUCTION
V.R. Aggarwal

Partner

OF PRIME ASSOCIATES

PARTNER

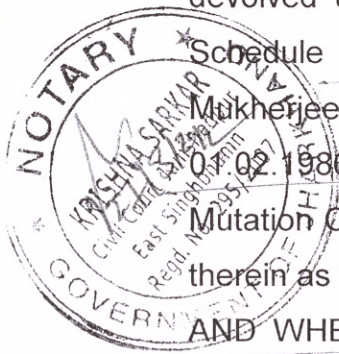
Identified by me and Signed
out L.T.J. in my presence.

Advocate

Singhbhum East, morefully described in Schedule 'A' below, stood recorded in the name of one Ishan Chandra Nag in the record of right of recent survey settlement operation which was finally published on 08.01.1981, who was in peaceful possession thereof without any interference from any corner.

AND WHEREAS the said Ishan Chandra Nag died leaving behind his widow namely Smt. Parbati Nag as his sole heir and successor. After the death of the said Ishan Chandra Nag, the entire Schedule 'A' property devolved upon his widow namely Smt. Parbati Nag who sold the said Schedule 'A' land measuring 21.38 Kathas in favour of one Bipul Mukherjee by registered Deed of Sale being deed No-592 dated 07.02.1986 and the said Bipul Mukherjee got his name mutated vide Mutation Case No.- 63/2000-2001 and exercise his right, title and interest therein as lawful owner.

AND WHEREAS Bipul Mukherjee died leaving behind his widow Smt. Mandira Mukherjee as sole legal heir and successor who executed a Registered General Power Of Attorney in favour of one Sri Surendra Kumar Srivastava in respect of Schedule 'A' land vide Deed No- IV-516 dated 01.08.2000 conferring upon Surendra Kumar Srivastava various powers including power to sale the Schedule 'A' land to any other person; AND WHEREAS on the basis of aforesaid registered General Power of Attorney, the said Surendra Kumar Srivastava as Attorney holder of Smt. Mandira Mukherjee sold the Schedule 'A' land in favour of Smt. Laxmi Srivastava for a valuable consideration vide registered Deed of Sale being Deed No.-3501 dated 04.05.2005 registered in the office of Dist. Sub Registrar, Dist Registry office, Jamshedpur and also got her name



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mutated in respect of the purchased land vide Mutation Case No.-554 of 2005;

AND WHEREAS Smt. Laxmi Srivastava, while in possession of the Schedule 'A' land sold the same in favour of M/S S.S. Constructions (First Party) herein being represented by its partner Vinod Agarwal by registered Deed of Sale being Deed No.-346 dated 24.01.2006 and the said S.S.Construction got its name mutated in respect of Schedule 'A' land vide Mutation Case No- 1977/2005-2006 and has ben in peaceful possession thereof on payment of rent to state of Jharkhand and has been exercising all right, title, interest and possession therein as absolute owner thereof;

AND WHEREAS the SECOND PARTY is a reputed promoter and builder having vast experience in the matter of promotion, development and construction of Multi-storied building consisting of Flats, parking spaces, shops/showrooms, duplex bungalows etc.

Definition :

- a) Property: shall mean the land and house described in the Schedule 'A' hereunder written.
- b) Owner's allocation: shall mean all that 40% constructed area out of the entire proposed building to be constructed over the said plot of land and the parking space, roof rights etc. and other common services, amenities.
- c) Developer's allocation: shall mean by remaining 60% constructed area out of said proposed building and the parking space to be constructed thereon including roof rights etc. and all common services, amenities spaces.

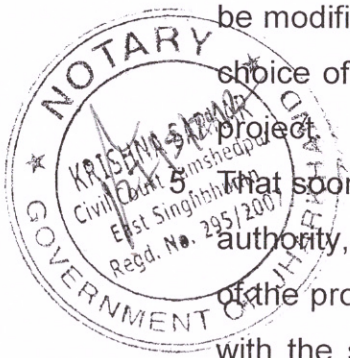
For S. S. CONSTRUCTION
V.V. Agrewel
Partner.

FOR PRIME ASSOCIATES
PARTNER
PARTNER

Identified by me and Signed
put L.T.I. in my presence.
Advocate

Schedule land inviting applications for booking of Flats, Shops, Parking spaces etc from interested prospective purchasers.

3. THAT the First party will co-operate with the Second party in all matters relating to the schedule land especially in support of their right, title, interest and possession over it including supply of documents viz. sketch map, survey map, rent receipts etc.
4. That the plan so prepared, if requires during or after sanction, may be modified revised and/or altered according to the Second Party's choice of the need as may so require in future for feasibility of the project.
5. That soon after sanctioning and/or passing of such building plan by the authority, the developer/Second Party shall forthwith start construction of the proposed building and complete the same strictly in accordance with the said plan with all fixtures, fittings and installations within 30 months from the date of Bhumi Puja. The aforesaid period of 30 months may however be extended for a further period with mutual consent of both parties, if the Second Party fails to complete the construction owing to Political turmoil Governmental action, labour problem, act of God or any other circumstances which are beyond the control of Second Party.
6. That after executing of this agreement the Second party shall prepare rough sketch plan and will show the same to the First Party for their approval.
7. That the Second party during the course of construction of the proposed building shall be at liberty to receive the consideration amount, either full or in part in respect of the flats, commercial spaces,



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V. K. AGGARWAL

Partner.

FOR PRIME ASSOCIATES

PARTNER

PARTNER

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Part L.T.I. in my presence.

shops, parking spaces in respect of the portion falling in its/their share from the respective intending buyers at any time according to his/their own convenience/need at their discretion and risk and the First Party shall not be entitled to raise any dispute or objection for the same.

8. That the First Party shall execute and register a General Power of Attorney in favour of the Second party in respect of the property more fully described in the Schedule 'A' below for the construction of Building by the Second party and the Second Party shall empowered to receive consideration amount against the flats, shops, commercial space, parking space falling in the share of the Second party from the intending buyers either in full or in part and having power to get the building plan approved, to supervise the construction at site and in general to manage the affairs of the building/land including right to protect and defend their legal interest, title and to sell the flats, shops, commercial spaces, parking spaces and common services, etc. on completion of the project in all respects.

9. That the First Party/owner does hereby declare and covenants:-
- The owners/First party is the lawful owner of ALL THAT property more fully described in the schedule 'A' below and there are no other co-owners, co-sharers over the said property.
 - The First Party prior to execution of this agreement have not sold, conveyed, transferred or parted with schedule-'A' property in any way in favour of any person or persons either in full or any part thereof, nor has received any payment at any point of time either in full or in part thereof.



For S. S. CONSTRUCTION
V.K. Agarwal

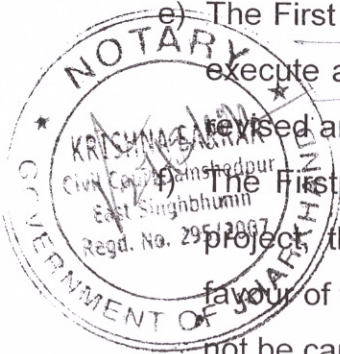
Partner.

FOR PRIME ASSOCIATES

PARTNER

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put L.S.J. in my presence.
Advocate

- c) The said premises more fully described in the Schedule 'A' below is free from all encumbrances, charges, lien mortgages and litigations.
- d) That simultaneous with the execution of this agreement, the First party shall handover relevant documents relating to the title and possession of the schedule-'A' land to the Second party for inspection or retentions, for the purpose of smooth construction or erection of proposed building as well as for production thereof before the Authority concerned.
- e) The First Party member shall always be ready and willing to further execute and sign the necessary documents, papers, building plan, revised and/or amendment plan for the interest of the project.
- f) The First party undertakes and assures that till completion of the project, the proposed General Power of Attorney to be given in favour of the parties of the Second part and instant agreement shall not be cancelled / rescinded at the instance of First party.
- g) The First party shall have the right to supervise by themselves the construction of the proposed building at site regarding adherence to the specification, quality of materials and work in progress at site.
- h) The First party member in general shall extend their full co-operation to the Second party, towards construction of proposed building and till disposed of the proposed flats, shops commercial space, parking spaces etc. falling in the share of the Second party.
- i) In case there be any defect in the title of the First Party or if there will be any liability or any encumbrances, then in such event, the First Party shall remove such defects at his own cost.



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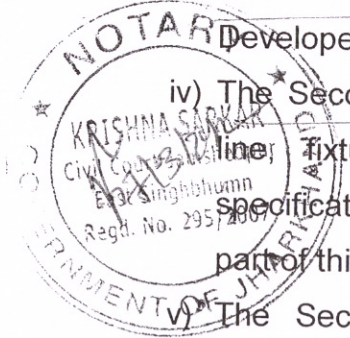
For PRIME ASSOCIATES
PARTNER
PARTNER

Identified by me and Signea
out L.T.A. in my presence.

Advocate

10. That the Second party hereby declares and covenants:

- i) The Second party is competent to enter into this agreement with the parties of the First party.
- ii) The Second Party shall construct the proposed building over the land described in the Schedule – 'A' below hereinafter written as per approved plan of the proper authority.
- iii) The roof right over the proposed multistoried building will also in proportion of 40% and 60% as per owner's allocation and Developer's allocation respectively.
- iv) The Second party shall arrange for proper water lines, sewerage line, fixture, fittings, and installations, of electricity as per specification enclosed herewith and shall be formed and treated as part of this document at his cost.
- v) The Second Party shall use all standard quality of building materials and other fixtures and fittings confirming to ISI standard as per standard specification.
- vi) The Second party shall be fully entitled and empowered to enter into an agreement or agreements, with any intending buyer or buyers and to receive consideration amount either in full or in various installments or in part from such intending buyer/s against sale of the proposed flats, parking spaces, shops, commercial space etc. falling in their share i.e within 60% of Super built up area in proposed Multistoried Building.
- vii) The Second party in general shall be authorized and empowered to manage and supervise all matters and affairs of the building during construction by appointing architect, engineers, experts,



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M.K. Aggarwal
Partner.

FOR PRIME ASSOCIATES
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skilled/unskilled workman, labours, agents etc. and shall also be authorized to discharge such person or persons as and when necessary.

viii) Whatsoever cost and expenses that may be incurred towards construction of proposed building including flats, shops, commercial spaces, parking and installations of all services water, sewerage, electricity, building plan, revised plan, payments to workmen, purchase of materials, fixtures, fittings, etc. and/or all related expenses in connection with the proposed construction of the building, shall be borne by the Second party.

ix) That from the Bhumi Pujan to completion of the project all charges towards water, electricity & other is bear by Second Party.

x) The Second party shall handover copies of all relevant documents to First party for their records.

xii) The Second party shall abide all rules and regulations of the building plan and relating terms and conditions of the law during the period of construction as are and shall be applicable.

xiii) The Second party shall take all responsibilities towards construction of the proposed building and for delivery of possession of such flats, shops, commercial spaces, parking etc. to the intending buyer's.

xiv) The Second party shall manage; material and care take all building materials, fixtures and fittings at site. In case of lost or damage of any materials or construction by fire, theft etc. and moreover in case or any accident or incident occurs during the period of construction, the same shall be the sole responsibility of the

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Second party and on the contrary the First party shall be free from any such charges.

xv) If any thing happened to the Building after completion of project due to lack or improper construction the responsibilities of that is on Second party and Second party have to rectify the same at their own cost. First party will keep free of all this matter.

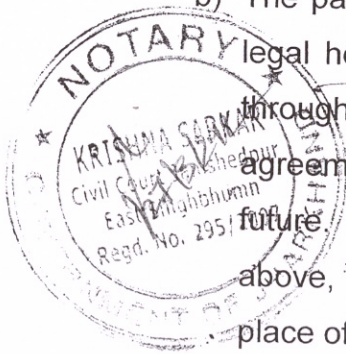
11. That the rights and obligations of the parties:-

a) The proposed land/premises situated at Baliguma, P.S. M.G.M. Jamshedpur.

b) The parties hereto shall always mean and include their respective legal heirs successors and/or any such person/ persons claiming through them in any legal capacity for the purpose of this agreement and shall be bound by the terms of this agreement in future. In case the death of any party or parties stated herein above, the legal heirs of such deceased shall be substituted in place of the deceased.

c) The matters relating to the project shall be subjected to jurisdiction of Civil Court, Jamshedpur in case of any dispute arises and the parties may take recourse to law or (both the parties have right to appoint one arbitrator each to be selected by the parties herein as per the provisions of the arbitration and conciliation act with all amendment and in that case their decision shall be final and binding on both the parties).

d) In the event of failure of the Second party to complete the entire project as per the terms and stipulated in this agreement all the powers, rights, interest, privileges, and responsibilities entrusted to



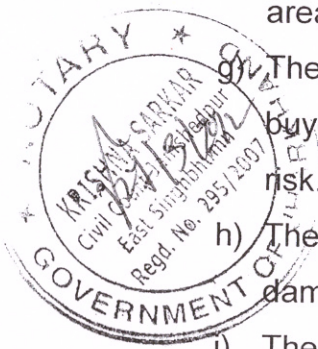
For S. S. CONSTRUCTION
V.K. Agarwal
Partner.

FOR PRIME ASSOCIATES
PARTNER
PARTNER

Identified by me and signed
by L.J.J. in my presence.
Advocate

the Second party in good faith by virtue of this agreement shall cease to be in-effective.

- e) The Second party shall publish in news paper or in any media to dispose of the developer's allocation to the intending party/ies.
- f) That if the Second Party constructs any further upper floors in the said multistoried building in future, in such eventually the total floor area of such additional floors shall be distributed amongst the parties as per the same ratio i.e. 40% and 60% of Super built up area to be share by the First Party and Second Party respectively.
- g) The Second party shall be entitled to raise fund from the intending buyer/s or through any financial sources at its/ their discretion and risk.
- h) The parties hereto shall keep indemnify the other against any loss, damage, incident, suit or proceedings.
- i) The parties may later or amend any terms of this agreement if found necessary, but both of the parties, have to agree with that.
- j) The parties hereto including their respective heirs shall be bound by the terms and conditions of this agreement and any other terms as may be amended.



SCHEDULE - 'A'

ALL THAT piece and parcel of Home stead land measuring an area 21.38 Kathas or 35.30 Dec situated at Mouza Baliguma, P.S.M.G.M., Thana No. 1150, Ward No.10, MNAC, recorded under old Khata No-288,280 & 287 corresponding to old Plot No.561, 563,564,565 & 316, Halka No- 9,

corresponding to New Survey settlement Khata No- 563, New Plot No- 457 a,b Jamshedpur, District Singhbhum East,, which is bounded by :

North : Plot no-458
South : Road
East : Plot No-456
West : Road

IN WITNESS WHEREOF both the parties have hereunto set their respective hands hereto, on the day, month, year and place first above written.

Witness

1. V.R. Mandel
(V.R. MANDAL)
Mango, JSR.

2. Kuhlan KR mandal
Mango

For S. S. CONSTRUCTION

V.K. Agarwal
Partner.

FIRST PARTY

For PRIME ASSOCIATES

PARTNER

[Signature]
PARTNER

SECOND PARTY



[Signature]
13/3/2012
KRISHNA SARKAR
NOTARY
Civil Court, Jamshedpur
East Singhbhum
Jharkhand

Attested the Signature/L.T.I. of
executants and identified them
by Sri [Signature] 13
Advocate
Jamshedpur

[Signature]
13/3/2012
KRISHNA SARKAR
NOTARY
Civil Court, Jamshedpur
East Singhbhum, Jharkhand

Identified by me and Signee
L.T.I. in my presence.

[Signature]
Advocate
S. N. Singh
Advocate
Jamshedpur Court
15/3/12