

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹ 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

Notary Seal: DINESH NARAYAN SINGH, JAMSHEDPUR, E. SINGHBHUM, Reg. No. 4069 (J), dtd: 9.11.2000

NOTARY SEAL: DINESH NARAYAN SINGH, JAMSHEDPUR, E. SINGHBHUM, Reg. No. 4069 (J), dtd: 9.11.2000, GOVT. OF JHARKHAND

अटिस्टेड
NOTARY
DINESH NARAYAN SINGH
District Court, Jamshedpur

SEAL OF NOTARY
NOTARY
JAMSHEDPUR
E. SINGHBHUM
Reg. No. 4069 (J)
dtd: 9.11.2000
DINESH NARAYAN SINGH

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DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this 12th day of MAY 2014, at Jamshedpur :

BETWEEN

SMT. LAGAN DEVI, wife of Late Ranjit Singh, by faith Hindu, at present residing at Mango, P.S. Mango, Town Jamshedpur, District East Singhbhum. hereinafter called the FIRST PARTY / LAND OWNER (which expression shall unless, excluded by or repugnant to the context, or the meaning thereto mean and include her heirs, successors, executors legal representatives and assigns) of the One Part;

AND

M/S. SAMAY HOMES PVT. LTD., a Company registered under Companies Act, 1956, having its office at Barbie House, N-Road, West

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For B.I.C.R.

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Layout Sonari, P.S. Sonari, Town Jamshedpur, District East Singhbhum, Represented by its Director Shri RAJESH KUMAR SINGH son of Late Mangal Singh, hereinafter called the Second Party/Promoter/Developer (which expression shall unless excluded by or repugnant to the context include its/their heirs, successors-in-office representatives and assigns) of the Other Part.

NATURE OF DEED: DEVELOPMENT AGREEMENT

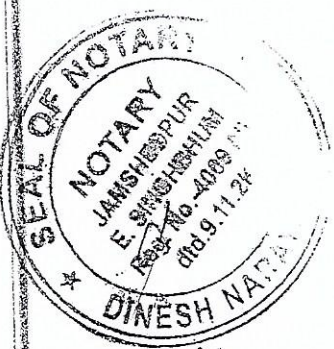
TITLE INDENTURE

WHEREAS the first party is the absolute owner of the land under Khata No.822, being Plot No.4085, a,b,c,d, situated at Mouza Mango Survey ward No.8, within P.S. Mango, Jamshedpur fully described in the schedule below.

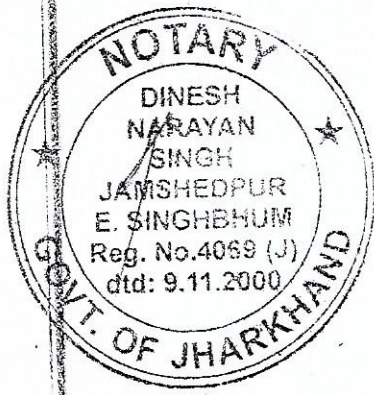
AND WHEREAS Indrajeet Singh and his brother Ranjit Singh were the owners of the schedule below land and other land but the entire land stands recorded in the name of Indrajeet Singh and after amicable family partition the schedule below land has been fallen in the share of Ranjit Singh and he was in peaceful physical possession over the same. After the death of said Ranjit Singh the first party being the legal heir inherited and came in peaceful physical possession over the schedule below land and thereafter got the land mutated in her own name in the office of Circle Officer, Jamshedpur vide Mutation Case No.392/2009-10 and paying rent regularly to the superior landlord and obtain receipt thereof in her own name.

PROPERTY: shall mean and include all that piece and parcel of land measuring 0.03.65 Hectare more specifically described in the schedule hereunder written.

OWNER/FIRST PARTY'S ALLOCATION:- shall mean and include 30% actual approved built up area as per approved drawing out of the total constructed area by way of 10% in ground floor and 20% in fourth floor (Total 30%).



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DINESH NARAYAN SINGH
District Court, Jamshedpur

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It is decided and agreed by and between the parties that in case first party does not want to hold their share in future. The second party shall dispose of and/or transfer the said share to any parties or more parties of such price may be settled between the second party and intending buyer/s and the Sale Process as may be earned shall be paid to the first party.

DEVELOPER/SECOND PARTY'S ALLOCATION: shall mean and include 70% actual approved built up area as per approved drawing out of the total constructed area. The developer shall be entitled to dispose of or transfer or deliver of their entire portion to any party/ or parties or to intending buyer/s.

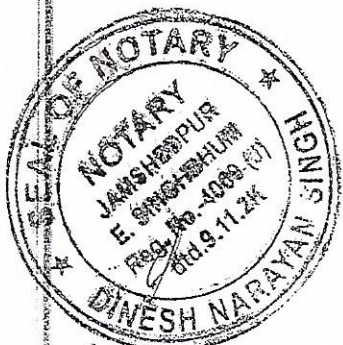
COMMON FACILITIES AND AMENITIES:- shall include stair ways landing, passage ways, over head tank, vacant roof, other common space, ingress and egress.

MAINTENANCE:- Maintenance of the common facilities and services shall be the joint responsibilities for all intending buyers but the maintenance of internal units and facilities shall be maintained and whatsoever cost to be incurred for such maintenance shall be borne by the individual owner.

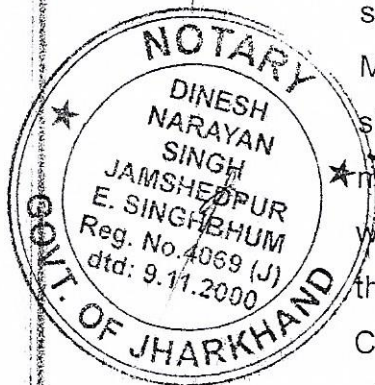
COMMENCEMENT: - The Development Agreement shall commence with effect from 13th day of May, 2014.

NOW THIS DEED OF AGREEMENT INCLUDING ALL ITS TERMS AND CONDITIONS HEREBY AGREED BY THE PARTIES AS FOLLOWS:-

- 1) That the promoter shall get the building plan prepared through any reputed Engineer/Architect, or planner, along with supporting plans, such as structural plan, electricity plan, sewerage plan etc and land



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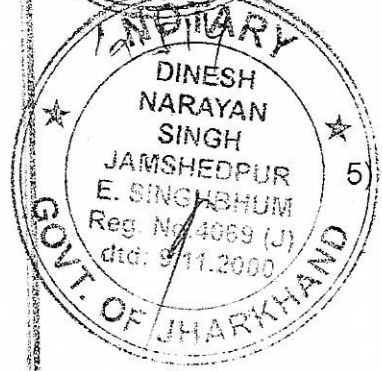
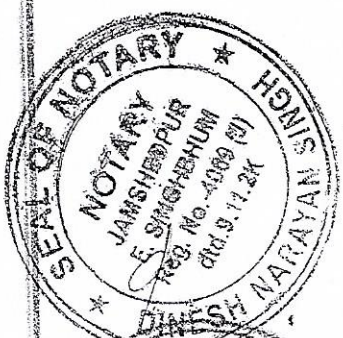
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 DINESH NARAYAN SINGH
 District Court, Jamsheepur

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P. V. P. Singh

shall get the same duly approved by the appropriate authority and the cost will be borne by both the parties equally as fixed or stated or declared by the second party.

- 2) That the plan so prepared if required during or after sanction, may be modified revised and/or altered according to the Promoter's choice or as may be required during the period of construction for feasibility of the project.
- 3) That the second party will have exclusive right to decide design, interior and exterior design, Elevation, outlook and features specification, floor etc. whatsoever related with the building or any type of construction, and that too, without any interference or hindrances from the side of the first party during the limit of construction.
- 4) That soon after passing the building plan by the authority, the Promoter/second party shall forthwith start construction of the proposed buildings and also at the same time, their share of allocation shall be decided mutually and complete the same strictly in accordance with the said plan with all fixtures, fittings and installations within 36 Months from the date of commencement of the building construction.
- 5) That on completion of the total proposed buildings, Promoter/Second party shall hand over the 30% of the total super built up area by way of 10% in ground floor and 20% in fourth floor (Total 30%) to the first party for his use and occupation as lawful owner which is more specifically described in the Owners' allocation.
- 6) That the remaining constructed area, excluding the owner's allocation, shall be transferred, sold to various intending purchasers by way of recognized mode of conveyance by the second party, without any objection and concern of the first party and their legal heirs.



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DINESH NARAYAN SINGH
District Court, Jamshedpur

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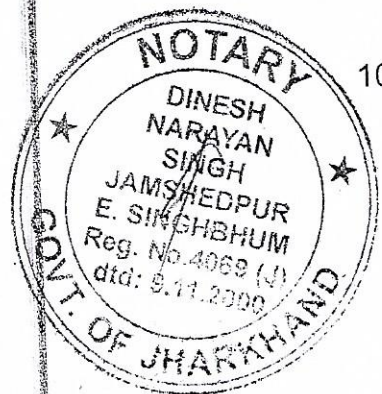
V.V. Prasad

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- 7) That the second party during the course of construction of the building shall be at liberty to receive advance or full payments of the flats, shops, parkings whatsoever and services falling on its/their share from the prospective intending buyers at any time according to its/their own convenience and need.
- 8) That the first party shall execute and register the General Power of Attorney in favour of the second party within a week in respect of the property more fully described in the schedule below for the construction of buildings by the second party and to receive installments call money/price of the flats, shops, parkings whatsoever, and services falling to the share of the second party from prospective intending buyer or buyers either in full or any installments and having power to get the building plan approved and to supervise the construction at site and in General to manage the affairs of the buildings/land including right to protect and defend their legal interest, title, its final disposal or completion of the project in all respect.
- 9) That the second party will have only right to decide construction of building/s without any interference from the side of the first party.
- 10) THAT THE FIRST PARTY/OWNER DOES HEREBY DECLARE AND COVENANT:-
 - a) the first party is the exclusive owner of all that immovable property described in the schedule below and there is no other co-owners or co-sharers over the said immovable property except them.
 - b) Prior to execution of this agreement the first party has not transferred the said immovable property to any party nor entered in any other agreement with any other parties and the same is free from all encumbrances, charges and liens.



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DINESH NARAYAN SINGH
Notary Public, Jamshedpur

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- c) The first party shall sign the building plan, other required documents for the interest of the proposed building/project, if found necessary.
- d) The first party shall execute a irrevocable General Power of Attorney in favour of the second party in respect of the said immovable property on such terms as the parties may mutually agree upon and same shall be irrevocable.
- e) The first party hereby assures the second party to extend all their co-operation for the development of the said immovable property and for disposal of the proposed flats/shops offices and parkings space falling to the share of the second party to intending buyers.

That the first party undertakes that she will get the tenanted premises vacated within 30 days from the date of execution of G.P.A. and will hand over the vacant physical possession to the second party.

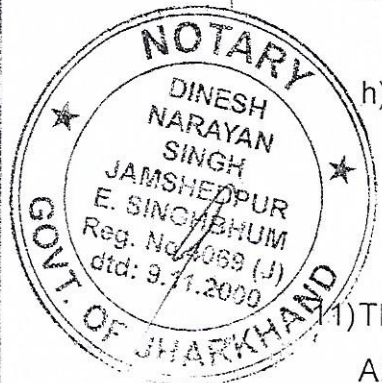
- g) That in case of any claim by the tenants the first party shall bear the same.
- h) That in case of any defect of right, title, interest and possession of the schedule below property the second party suffers any loss then the first party shall make good the loss sustained by the second party.

1) THAT THE DEVELOPER/SECOND PARTY HEREBY DECLARE AND COVENANTS:-

- a) The second party shall construct the proposed buildings as per approved plan of the proper authority, and the execution of work will be in the hand of the second party.
- b) The second party shall arrange for water, electricity, etc, in the proposed building.



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DINESH NARAYAN SINGH
District Court, Jamshedpur

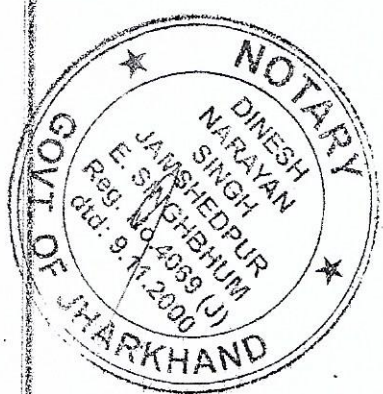
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- c) The second party shall use all the standard quality of building materials and fittings.
- d) The second party shall be entitled to enter in agreements with the intending buyers and to receive installments, call money and part consideration amount and/or full payments from such intending parties against construction and disposal of such flats, shops, offices, parking and services, falling to his share, save and except the owner first party's allocation. Be it mentioned that the second party shall not dispose of or transfer the flats and space falling to the share of the first party.
- e) The second party/shall supervise the construction and shall appoint Architect, skilled or unskilled labourers, other experts in civil construction and shall pay them remuneration and to discharge them as and when necessary.
- f) Whatsoever expenses that may be incurred towards construction of the proposed building including payment to labour, purchase of materials, other fittings, installation of service etc. shall be borne by the second party.
- g) The second party shall complete the proposed construction within 36 months from the date of physical possession of the entire land as well as approval of passing drawing from the competent authority. The construction may be delayed subject to reason of act of God, natural calamities, riot, war, lock outs, local interference/obstructions/ hindrances by outsiders, as well as by the first party also, or such reasons beyond control of reach of the human being or of the second party.
- h) The second party shall take all responsibilities for construction of the proposed building.



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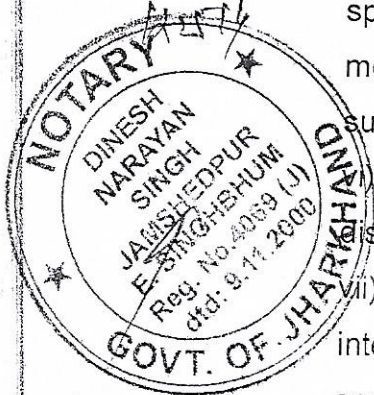
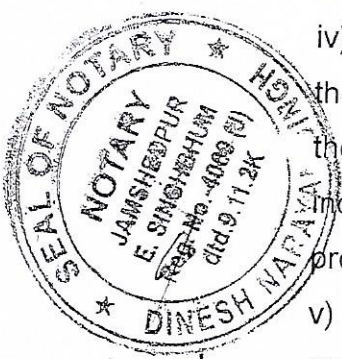
DINESH NARAYAN SINGH
District Court, Jamshedpur

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12) THAT THE FIRST PARTY AND SECOND PARTY DO HEREBY DECLARE AND ADMIT AS FOLLOWS -

- i) neither party will sale and transfer the share of proposed construction of other to any party or parties.
- ii) the parties shall be fair and honest to all terms of this Development Agreement.
- iii) the parties shall put and render their sincere efforts for the success of this project, which however shall never constitute or deemed to be constituted any partnership between the parties
- iv) the electricity power connection in the proposed buildings from the Government or any source or authority as may be installed therein shall be borne by the flat/shops/commercial space buyers including the first party hereof in proportionate of this share in the proposed building.
- v) the second party shall construct the proposed buildings as per specification and for any other extra work or alteration or modification other than specification, or replacement of fittings, such extra cost shall be borne by the intending buyers.
- vi) the second party shall publish in news paper or in any media to dispose of the developer's allocation to the intending parties.
- vii) the second party shall be entitled to raise funds from the intending buyer/s or through any financial institution or other sources at their risk.
- viii) the parties shall jointly or severally execute and register the sale deed/s of their allocated share in favour of the intending buyer/s.



ATTESTED
DINESH NARAYAN SINGH
District Court, Jamshedpur

15/05/2010

Dr. V. Prasad

: 9 :

ix) the parties hereto shall save harmless and keep indemnify each other against any loss, damage, incident, suit or proceedings.

x) in case any of the parties expires during the period of construction and/or before completion of the project as stated herein, the legal heirs of such deceased shall be substituted in place of the deceased.

xi) the parties may alter or amend any terms of this agreement, if found necessary.

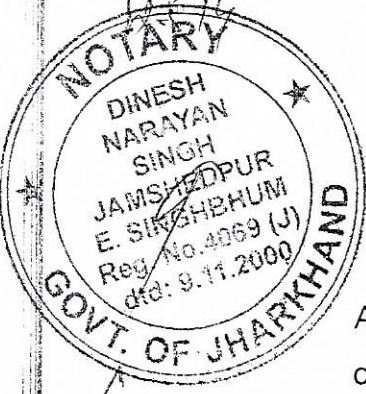
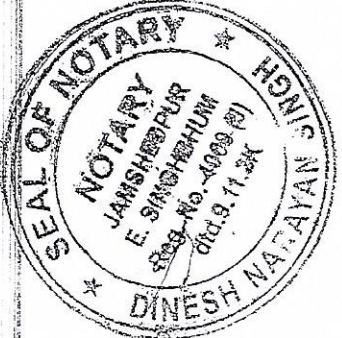
xii) the parties hereof including their respective heirs shall be bound by the terms and conditions of this agreement and any other terms as may be amended.

13) JURISDICTION: The court of Jamshedpur alone shall have jurisdiction to try and reaction in all action its proceeding arising out of this agreement.

14) ARBITRATION: All disputes and differences arising out of this agreement between the parties regarding interpretation of any terms and conditions herein contained and/or determination of any liability or touching these presents shall be referred to two Arbitrators one to be appointed by the owner and other to be appointed by the Developer and shall be guided by the Indian Arbitration Act, 1940.

Schedule

All that land measuring 14'ft. X 41'ft. = 574 sq.ft. i.e. 1.32 Decimal (out of total area 0.03.65 Hectare) in portion of Plot No. 4085 a.b.c.d under Khata No.822, situated in Mouza Mango, Ward No.8, MNAC, within P.S. Mango, Town Jamshedpur, District East Singhbhum, which is bounded as follows :-



TESTED
[Signature]

DINESH NARAYAN SINGH
District Court, Jamshedpur

12/5/14

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L.V. Prasad
12/5/14

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- North : Nij;
- South : Late Rajeshwar Singh;
- East : Road;
- West : Indrajeet Singh;

In Witness Whereof the parties have signed this Agreement today at Jamshedpur on the date aforementioned.

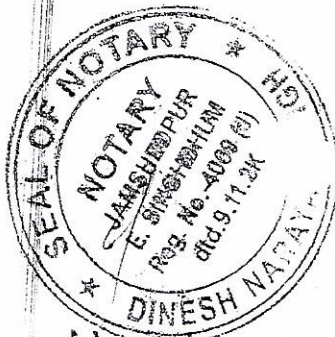
Witnesses:

1. रामसिंह स्व राजेश्वर सिंह मानगा चौक मैंगरीड
गाना मानगा
2. Rabintra Kumar Sinha, 5/0 Sri Rajdeo Sinha, 111
Subash Path Baridih, Sidhghana.
3. Ajay Kumar Singh son of Late -
Rangit Singh At-mango Chowk
PS-mango Jamshed pur

Signature of Owner/First Party

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Signature of Developer/Second Party



12.5.14

Drafted, read over and explained the contents of this Agreement to the parties in Hindi which they admitted to be true and correct.

L.V. Prasad
Advocate
12.5.2014

Before me by the executant who has been identified by me as
Advocate, Jamshedpur

12-5-14
NOTARY
DINESH NARAYAN SINGH
JAMSHEDPUR

