



झारखण्ड JHARKHAND

राम बली साहू
21

Ram Prasad Mahato
NOTARY
DHANBAD

A 892771

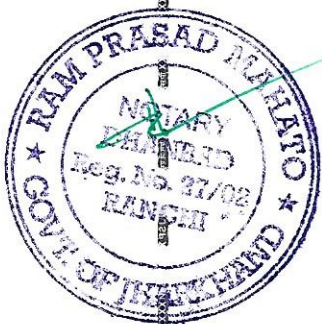
Deepak Kumar Sahu

DEVELOPMENT AGREEMENT

This Agreement is made this 14th day of February 2017 By and Between Sri. Ram Bali Sahu, S/O Sri. Anant Saw And Sri Deepak Kumar Sahu S/O. Sri Ram Bali Sahu, Both by faith Hindu by Caste Teli, by Occupation Business And Service, resident of near Silai Center, Kendua Pul, Kath Gola, P.O. Kusunda, P.S. Kenduadih, Dist. Dhanbad(Jharkhand), hereinafter called the land Owner which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representative and assigns) of the FIRST PART.

AND

M/s Maa Kripa Constructions, Proprietor SRI SATRUGHAN SINGH, S/o Sri Nagendra Prasad Singh, resident of Motinagar, (Karmik Nagar), P.O. – I.S.M., Dhanbad by occupation Promoters and Developers having its Head Office at Motinagar (Karmik Nagar), P.O. – I.S.M., P.S. – Saranbhella, Dist. – Dhanbad (Jharkhand) hereafter called the developers which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representative and assigns) of the OTHER PART :



Maa Kripa Constructions
Satrughan Singh
Proprietor

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~~XXXXXXXXXX~~

S No. 19577 Dt. 14-02-17
To. Kambeli Sahu Difaak Ks. Zam
O'

Value Rs. 500

A. K. Paria
XXXXXXXXXX



Whereas the land measuring 10.34 Katha (7445 Sq. ft.) (or to say 17.06 decimals) in Mouza Kolakusma No.- 12, , P.S. Dhanbad Under Khata No.- 9, Plot No. 1230(Part) Area - 1.73 Khathas, And Plot No. -1233 (Part) area - 8.61 Kathas, Total Two Plots, had agreed to develop the Plots with Apartment.

Whereas the 1st party hereto is the exclusive and absolute owner of the property full described in the schedule of this Agreement by exercising diverse acts of ownership and possession. The land is free from all encumbrances and is fit for construction of the proposed building on the land in question and also there is no dispute as regards rights of land as and the owner to be the responsibility to keep the developers indemnified all the times and if any dispute regarding land, the land owner will be totally responsible. The land owner has agreed to give the builder all the papers of land (Deed with key plan & site plan, certified copy of mutation, Khatian or Teris & current rent receipt).

And

Whereas the developer has agreed to develop the said land and to construct a multistoried building with apartments flats system with object of selling such apartment or flats.

NOW THESE PRESENTS WITNESSETH and the parties hereby agreed as follows :-

01. That, the agreement for development and construction is being made on the express understanding at the Developers would comply with and/ or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the DEVELOPER.
02. That, the 1st party Mr. Sri. Ram Bali Sahu, S/O Sri. Anant Saw and Sri Deepak Kumar Sahu S/O. Sri Ram Bali Sahu shall get 35% of the Total Flats as per agreement as well as Parking Space of 35% of total Parking Available.
03. That, the Developer hereby agrees and undertakes to obtain necessary sanction and permission for construction of multistoried building by MADA/municipal corporation Town planning on the premises fully described in the Schedule of this agreement.



Maa Kripa Constructions

Samadhan Singh
Proprietor

04. That, consideration of the land owner having agreed to entrust to the developer the development of their land fully described in the schedule and the construction of the said multistoried building at the said premises and if connection therewith, authorizing the developer to exercise the rights, powers privileges and benefits of the owners and the owner executing a power of Attorney its favour for the purpose of transferring, selling, conveying and/ or assigning the Developer's portion of the proposed building for the said purpose for signing and executing all writings, agreements, conveyances and or other transfer documents and perfecting such deeds and developments and writings by requisition thereof. The Developers agrees to give 35% of the flats and parking space to the land owner in lieu of the cost of the land within three years from the date of Passing the Plan. Owner's portion of the flats will be as per agreement @ 35% in all floors with mutually understanding except of top roof area. The top roof area that will be the sole property of the developer.
05. That, the development of the said land and construction of multistoried building thereon would be according to plan to be sanctioned/ approved and subject to such sanction/ approval according to the specifications and particulars given therein.
06. That, the development of the said land and construction of the said multistoried building would be at the sole risk and the expenses of the DEVELOPER'S and developer would comply with all statutory provisions, rules and regulations in relation thereto and the owner shall not be held liable for the same in any manner.
07. That, all the flat owners will have equitable right, title, interest over the common areas like passage, garden, common passage, lift, guard room, generator etc. after the said flats of the Apartments are sold to them respectively except of top roof area. The top roof area that will be the sole property of the developer.
08. That, the developer will positively construct the said apartment as per specification and Approved plan of the apartment by the competent authority within three years from the date of approval of the plans by the Mineral Area Development Authority/ municipal corporation

(Town Planning).



Maa Kripa Constructions

Satish Kumar Singh
Proprietor

27th Oct 2015
 Deepak Kumar Saha

The owner shall deliver to the developer all title deeds, documents in connection with the said lands.

09. That, owner hereby given permission to Developer to enter the said property for the purpose of development and construction of the multistoried building.
10. That, owner agree to execute the necessary power of Attorney authorizing the developer to do all such acts & things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the apartments of flats to be constructed of the said premises.
11. That, owner agrees to sign and execute from time to time plans, applications for lay-outs subdivisions, construction of the building and other application necessary to be submitted to the authorities concerned at the request of and at the cost of Developer.
12. That, the owner shall not be liable for any action fine, penalties or costs and expenses for any violation of any statutory provisions in relation to the said development and construction by the developer.
13. The owner shall not object to any construction or laying of severage, drainage, water pipes, cable or other provisions made in accordance with the law and scheme of construction of the said multistoried building.
14. That, the developer will be at liberty to generate funds by advertisement/selling, booking/mortgaging of flats of the proposed Apartment for the purpose of speedy construction and timely completion of the said apartment as per approved plans and specification.
15. That, the owner undertakes to execute the Registered Power of Attorney in favour of the Developer to be used for Sale/Mortgage of the residential flats of the said Apartment over the Schedule land of this Agreement as soon as the real construction work of the Apartment



Maa Kripa Constructions
 Satyaran Singh
 Proprietor

16. That, the true power of attorney and the agreement copy will be given to the owner by the developer.
17. That, the developer in respect of the above mentioned Power of Attorney, further undertakes to indemnify the owner against any loss or liability arising out of the Sale/Mortgage of the said flats to purchasers.
18. That, the developer undertakes to obtain all sorts of Govt. clearances and Govt. sanctions from the concerned competent for the proposed construction of the multistoried apartment over the Schedule land of this Agreement at its own cost and responsibility.
19. That, the owner will not be held liable and responsible for any payment to be made whatsoever to the labourer. Workers and staff employed by the Developer and to any Government Agencies or any local bodies in respect to the proposed construction over the schedule land of this Agreement & that will be the sole responsibility of the developer.
20. That, the owner will not be liable and responsible for any toward incident or accident etc. that may occur during the construction work of the said apartment and the developer will be solely responsible for the said and indemnify the owner in case of any such eventuality.
21. That the developer shall be abide by the specifications and good quality of the proposed construction of the entire building and both the owner and developer shall strictly abide by the terms and conditions as agreed upon this agreement.
22. 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 terms of this agreement in future. In case of death of any party/parties stated herein above, the legal heirs of deceased shall be substituted in place of the deceased party.
23. That, any type of problems / objection creates regarding land will be the sole responsibility of the land owner.



Maa Kripa Constructions
Santoshan Singh
Proprietor

SCHEDULE

All that piece and parcel of land measuring an area of 10.34 Katha (7445 Sq. ft.) (Or to say 17.06 decimals) in Mouza Kolakusma No. - 12, P.S. Dhanbad Under Khata No.- 9, Plot No. 1230(Part) Area - 1.73 Khathas, And Plot No. -1233 (Part) area - 8.61 Kathas, Total Two Plots which is bounded and butted as follows :-

North : Part of Plot No.1230,1233,

South : 25Fit Road.

East : Part of Plot No. 1233,

West : Plot No. 1229,

IN WITNESS WHERE OF the parties here to have signed, sealed and delivered these presents on the day, month and year first above written.

Witnesses :

1. *Ramesh Kumar*
शकेश कुमार
केन्दुआ बाजार, कुलुंडा
धनबाद

2. *Rakesh Kumar*
कांठ मीठ नगर
धनबाद

Owner :

1. *Ramesh Kumar*

2. *Deepak Kumar Sahu*

Maa Kripa Constructions
Samsaran Singh.
Proprietor
Developer :

H.S.
3.5.17
NOTARY
DHANBAD

Authorised
u/s 207 (1) (c) of the Cr PC 1973
(Act No. 11 of 1974) & u/s (2) (b)
of the notaries Act 1952
(Act No 53 of 1952)



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केन्दुआ बाजार, कुलुंडा
धनबाद

2. *Rakesh Kumar*
कांठ मीठ नगर
धनबाद

Owner :

1. *Ramesh Kumar*

2. *Deepak Kumar Sahu*

Maa Kripa Constructions
Samsaran Singh.
Proprietor
Developer :

H.S.
3.5.17
NOTARY
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