

609 Development Agreement
 10/12/17 27388000 P.S. D. Deoghar

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 08/06/17

झारखण्ड JHARKHAND

Agreement
 24.7.22 Dec

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THIS INDENTURE OF DEED OF DEVELOPMENT AGREEMENT made at Deoghar on this 1st day of June Two Thousand seventeen.

AMONGST

1. Shri Sanjayananda Jha, S/o Late Bhairwanand Jha, by caste – Brahmin, by profession – Business, by Nationality–Indian, resident of Shital Mullick Road, Bilashi Town, B Deoghar, P.S Deoghar, Subdivision, Sub Registry and District Deoghar (JHARKHAND) herein after referred to as the LANDOWNER (Which term shall unless the context otherwise include his heirs, administrators, executors legal representative nominee, successors, assigns of the ONE PART.

दस्तावेज जाँच किया
 श्री संकर्षा

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संजयानंद झा
साठ बिलारी लडन
केपडर

वाले - Development Agreement

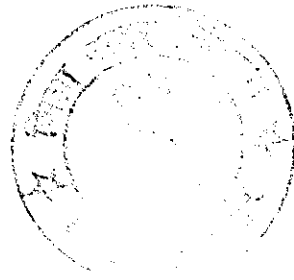
500X1=500/2

पीच एर सपये माय

3/6/17

M. Prasad
V. Dargah Com
C. No. - 1/20

कौषागार पदाधिकारी
देवघर



श्री. संजयानंद झा नाम श्री/स्व. ...
निवास स्थान... बिलारी... 2030
जाति... ...
या अथवा विधवा...
संख्या...
मे से एक ही...
... 06/6/17 ...
(जन्म) जिला में निवेदन के लिए पेश किया।



संजयानंद का हस्ताक्षर

विशेष पदाधिकारी का हस्ताक्षर

Sanjay Kumar
6.6.17



AND

2. Smt Savitri Devi, wife of Sri Sanjayan and Jha, by caste Brahmin, by profession Housewife, by Nationality-Indian, resident of Shital Mullick Road, Bilashi Town, B Deoghar, P.S Deoghar, Subdivision, Subregistry and District Deoghar (JHARKHAND) herein referred to as the CONFIRMING PARTY.

AND

VIKARAM SHILA DEVELOPERS PVT. LIMITED having its registered office at 8, NAYA PATTI ROAD, PLAZA TOWER COMPLEX, O BLOCK-D-2, 4TH FLOOR, KOLKATA – 700055 (WEST BENGAL) and its camp office at Bilashi Town, B- Deoghar, P.S and District Deoghar, represented through its Director namely Rahul Ramuka, son of Late Pawan kumar Ramuka, by Nationality – Indian, by caste Marwari, by profession Business, permanent resident of Naya Bazaar, Gaushala Road, Bhagalpur, Post Office – Bhagalpur, Police Station Tatarpur, District – Bhagalpur, State - Bihar (hereinafter referred to as “**THE DEVELOPER**” which term shall unless the context otherwise requires include its executor or executors, administrator or administrators, nominee or nominees, legal representative or legal representatives, successor-in-office and /or assign or successors – in - office and / or assigns etc) of **OTHER PART**.

Whereas a big homestead landed property, known as “Kundu Kutir” situated at Mouza-Nilkhantpur @ Noorpur, Mohalla – Bilashi Town, Thana no- 415, within Deoghar Municipality (now Deoghar Municipal Corporation), under Town plan plot no 78, Sub Registry office and District Deoghar, was originally belongs to one Jiwan Krishna Kundu and on his death as well as on his wife (Jogmaya Devi) death, long before the year 1960, the said landed property was developed and inherited only by his two sons, namely Pratul Chandra Kundu and Balram Kundu according to the Hindu law. However the daughters of the said deceased namely Jiwan Krishna Kundu transferred and conveyed their proportionate shares if any, in their said paternal

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Pratul Chandra Kundu

Pratul Chandra Kundu

property, by registered deed of transfer dated 5th October 1956 in favour of their above said two brothers (namely Pratul Chandra Kundu and Balram Kundu) and in this way the said two brothers became the joint owners of the entire estate of the deceased aforesaid, each having equal share therein. Accordingly the said two brothers were coming all along in joint possession over the said property and joint owners, each having equal undivided shares therein.

AND WHEREAS the name of the said two brothers (Pratul Chandra Kundu and Balram Kundu) stood recorded in the records of Deoghar Municipal Corporation and well as in the records of state of Bihar, now Jharkhand, through its Deoghar Anchal and accordingly on payments of rent and taxes etc. they were obtaining receipts there from in their joint names.

AND WHEREAS, subsequently one of the said brother namely Pratul Chandra Kundu, filled a title (Partition) Suit No. 192/1995 against his brother Balram Kundu, for declaration on his behalf share and for partition of the said joint landed property, besides other properties at Alipore Court Kolkata and the learned 4th. Assistant District Judge, decreed the said suit and a preliminary decree was prepared on 21.02.2003, declaring half (8/- eight annas) share of the said Pratul Chandra Kundu in the above said landed property, situated at Mouza Nilkhanpur @ Noorpur, Mohallah- Bilashi Town, Thana No- 415, within Deoghar Municipality (now Deoghar Municipal Corporation) under Town plan plot no 78, Sub Registry office and District Deoghar.

AND WHEREAS, after passing of the said preliminary decree, the said Pratul Chandra Kundu was in urgent need of money as such he sold and conveyed his entire half undivided share in Deoghar landed property, together with structures what so ever standing in Kundu Kutir, Situated at Sittal Mallik Road , Bilashi Town, Deoghar within Deoghar Municipal Corporation, bearing the holding no 196 in old ward no 8 new ward no 22, Town and District Deoghar

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(Jharkhand) formerly known as Bihar, District Santhal Parganas, by means of a registered sale deed no 3271 dated 23.11.2004 duly registered on 23.11.2004 to Smt Puspa Devi wife of Ravindra Kant Pandit resident of shittal Mallik Road, Bilashi Town ,Deoghar and simultaneously the said purchaser Smt Puspa Devi also executed and registered a general power of attorney, bearing Deed no iv 286 dated 23.11.2004 for carving out the said landed property in sub plots and also for sale of her part area of the said land, out of the above said undivided purchased land through her duly appointed and authorized attorney holder namely Mukul Jajware son of Sri Navin Jajware of Bilashi Town, Deoghar on negotiation with the intending purchaser or purchasers whom so ever may be.

AND WHEREAS the said Attorney holder, namely Sri Mukul Jajware, subsequently got the said undivided landed property divided into several sub plots with intention to sale and transfer half undivided land area with the intending purchaser(s).thereafter the said attorney holder Sri Mukul Jajware in the name and on behalf of his principal (Smt.Puspa Devi) sold and transfer the behalf undivided share in the said land,covered under various sale deeds, out of which three separate registered sale deeds all dated 24.11.2004, duly registered at the office of district sub Registrar, Deoghar,vide deed no.3292, 3293 and 3294 (each sale deed contained its land area 2,379 Sq.feet, bearing then part of sub plot no.1, 2 and 3 respectively).situated at Mouza Nilkanthpur @ Noorpur, Mohalla -Bilasi Town, Thana no -415, under Jamabandi no-116, T.P. Plot No.-78, bearing then its holding Number 196, within then Deoghar Municipal Ward no.8 present ward no.22 of Deoghar Municipal corporation Deoghar.to sri Sanjayanand Jha (land owner here in above) for valuable consideration and the said purchaser came in exclusive possession as owner thereon.Total land area covered under the said three sale deeds is 7,137 Sq.feet, **Photostat copy of Sale deeds attached in the rectification deeds No. 1763, 1764 and 1765 for the year 2013.**

Feb 19/11/11
Sri Sanjayanand Jha

AND WHEREAS, a couple of years thereafter, the other brother namely Blaram Kundu also sold and transferred his remaining half undivided share in the said land, covered under various sale deeds, out of which three separate sale deeds executed registered on the same day, that is on 19.07.2006 at the office of District Sub Registrar, Deoghar, vide deed no.2364, 2369 and 2370 (each sale deed contained its land area 1,984 Sq. feet, bearing then part area of the said sub plot no.1.2.and 3 situated at Mouza: Nilkhantpur @ Noorpur.Mohalla – Bilasi Town,Thana no- 415,under Jamabandi no- 116 T.P. Plot no.- 78, bearing then its holding Number 196, within then Deoghar Municipal ward no.8, present ward no.22 of Deoghar Municipal corporation, Deoghar to Sri Sanjayanand Jha (Land owner here in above) for valuable consideration and the said purchaser came in exclusive possession as owner thereon.Total land area covered under the said three sale deed is 5,952 Sq.feet, **Photostat copy of Sale deeds attached herewith.**

AND WHEREAS, subsequently it was transpired that is sale deeds no.3292, 3293 and 3294, as well as in other sale deeds. earlier executed and registered by the said attorney holder Mukul Jajware.inadvertently the deed no.of the said registered power of attorney dated 23/11/2004— 24/11/2014 has been mentioned as deed no. IV 271, instead of no. IV 286, which had been corrected, by execution and registration of deed of correction dated 02.08.2013 vide Deed No. 1763, 1764 and 1765 for the year 2013 by the said Attorney holder in favour of the above named purchaser (Sri Sanjayanand Jha) **Photostat copy of Rectification Deeds attached herewith**

1. **AND WHEREAS**, on purchase of the above said land in the name of Sri Sanjayanand Jha (land owner),besides other purchased adjoining sub plots land area, in the name of his wife Smt.Savitri Devi (Confirming party here in above),both the above named purchaser applied for mutation of their names over their purchase land before circle officer,Deoghar Anchal and the Concerned C.O, on the basis of the report of Karmchari and C.I was pleased to pass orders to mutated their names, vide Mutation case no.1159 of 2006/07, over an area of total 13876 sq.feet.equal to

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Smt. Savitri Devi

31.854 decimal in the name of Sri Sanjayanand Jha (Land owner here in above) and vide Mutation case no.228 of 2005/06 over an area of total 13776 sq.feet .equal to 31.854 decimal in the name of Sri Sanjayanand Jha and Smt.Savitri Devi (Confirming party here in above here in above) and paid rents and cess etc. to the state Under Jamabandi no.116 Including the land area covered **Photostat copy rent receipt attached herewith**

AND WHEREAS in this way, the above land owner are coming in possession over his land, part of which are fully described in schedule hereunder written having good perfect ,legal and marketable right, title and interest thereon, for its alienation or otherwise transfer the same or part in any manner with any one.

AND WHEREAS, adjoining west of the above said schedule and, here under written, there is an another plot of land belonging to Sharda Prasad Pandit and others of the said land owner (Sharda Prasad pandit) already entered into an agreement for development and construction of a Multi storied Building's over an area of 10769 sq. feet out of land belongs to him with **VIKRAMSHILA DEVELOPERS PVT LIMITED**, through its authorized director Sri Rahul Ramuka, Devloper herein fully detailed here in above on the terms and condition as mutually agreed upon in between them and on having come to know about the said facts, the land owners here under, namely Sri Sanjayanand Jha and Smt Savitri Devi, taking into consideration of the facts that such a big plot of land lying vacant in uncared condition and therefore for its better appreciation, part of their land ,adjoining towards east of the land under development, belongs to the said Sharda Prasad Pandit and others shall also be developed by constructing a separate Block of multi storied Building/ Apartment, over part of their land as detailed here in above and if common path, sub way and water supply boring shall be intact commonly with the

Sharda Prasad Pandit

Sharda Prasad Pandit

adjoining another block of multi storied Building, belongs to the said Sharda Prasad pandit and others if consented by the another adjoining land owner, in that case, both land owners on construction of their separate Blocks of Multi storied Building would get more constructed area, otherwise would get lesser constructed area together with right to use and enjoy commonly the area and amenities what so ever to kept in between the said two blocks by both the land owners, developers and their nominees/transferees whom so ever may be and for that purpose the land owners herein approached and offered the above said proposal before the another adjoining land owner (Sharda Prasad Pandit) together with common developers of the lands belongs to both land owners of their adjoining plot of land and as the said proposal was more beneficial for both the land owners as well as developers to which they agreed and consented to each other and as such the adjoining land owner Sharda Prasad Pandit also signed in this deed as witness in confirmation with the recitals to be commonly used and enjoy in between both the plots of lands belongs to both the land owner Besides the above ,the land owners here in also settled all other terms and conditions for development and construction of a multi storied Building in separate Block .by joining its adjoining land belongs to the said Sharda Prasad Pandit forming the same in one Block, only for the purpose to use and enjoy common path, sub way and water supply boring commonly in between land owners of both the said plots of land and the developer also agreed to develop and construct a separate Multi storied building on the lands allotted for development, covered under the said sale deeds and more fully commonly detailed and described in schedule hereunder written and the same be called here in after "THE PROPERTY the said land as agreed upon in between which the land owners herein also otherwise have been enjoy peaceful and absolute possession of the property and are competent to enter into any kind of agreement for

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"THE PROPERTY"

DESCRIPTION OF THE LAND

The C.O., Deoghar on the basis of sale deed no. 2370, 2369, 2368, 2367, 2364, 2365 2366 for the year 2004 & consideration of the report of Karmchari and C.I. has been pleased to allow the mutation in favour Sri Sanjayananda Jha son of Late Sri Bhairwa Nanda Jha_ resident of Shital Mullick Road, Bilasi Town, Deoghar Post Office – T. Bilasi, Police Station, Sub Division & District – Deoghar (Jharkhand) vide Mutation Case No 1159 of 2006 – 2007 for an area of 13,876 square feet equivalent to 31.854 decimal & create new Jamabandi No. i.e. 116, and paid rent of Jamabandi No. 116 (part) under Mouza - Nilkhantpur @ Noorpur

(Caption Land lord wishes to develop his construction over the land acquired vide title deeds being number 2370, 2369, 2364 for the year 2006 of 5952 square feet equivalent to 13.66 decimal).

Whereas aforesaid property stood recorded in the name of Sri Pratul Chandra Kundu & Sri Balaram Kundu both are sons of late Jiban Krishna Kundu resident of 13 / 1 Rash Behari Avenue Kalighat, Kolkata.

And whereas aforesaid Sri Pratul Chandra Kundu as plaintiff & Sri Balaram Kundu as defendaht were filed a partition suit vide number 192 of 1995 before 4th Assistant District Judge, Alipore, South 24- Paraganas, Kolkata - 700027 & the said suit was decreed on contest & Preliminary decree was prepared on 21.02.2003 & declared that Sri Pratul Chandra Kundu as plaintiff & Sri Balaram Kundu as defendant had acquired half share in the entire Kundu Kutir.

And whereas Sri Balaram Kundu son of late Jiban Krishna Kundu resident of 13 /1 Rash Behari Avenue Kalighat, Kolkata acquired right title & interest over the half share of the entire Kundu Kutir.

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Sri Sanjayananda Jha

And whereas said Sri Balaram Kundu son of late Jiban Krishna Kundu was executed various sale deeds among which, here 3 (three) sale deed are subject matter which were executed on 19.07.2006 in favour of Sri Sanjayananda Jha son of Late Sri Bhairwa Nanda Jha resident of Shital Mullick Road, Bilasi Town, Deoghar Post Office – T. Bilasi, Police Station, Sub Division & District– Deoghar (Jharkhand) & presented before the District Sub-registrar Deoghar on 19.07.2006 for registration & registered on 19.07.2006 vide sale deeds no. 2370, 2369, 2364 for the year 2006.

1. Description of Immovable property :

a. Description of property acquired by Sanjayananda Jha son of Late Sri Bhairwa Nanda Jha through sale deed no. 2369 for the year 2006.

Sl. No. Khata No. House No. Site No.	Extent areas of land/building	Location Sub District/ District Village/Municipality	Boundary according to sale deed
Jamabandi No. - 116 Plot No. Town Plan Plot No. - Town Plan Plot No. - 78, Sub Plot. No. - 1,	Area - 1,984 square feet equivalent to 4.554 decimal	Mouza - Nilkhantpur @ Noorpur, Mohalla - Bilasi Town, Thana No - 415, Holding no. -Abandoned Building, Ward No.:- 8 of Deoghar Municipality at present 22 of Deoghar Municipal Corporation, Deoghar, Post Office - T. Bilasi, Police Station, Sub Division & District - Deoghar (Jharkhand)	On the North - Land of Janki Roy & others, On the South - Sub Plot no. - 2 (Purchased land of this title holder vide sale deed no 2370 / 2006, On the East - Purchased land of Sri Sanjayananda Jha & Smt Savitri Devi On the West - Purchased land of Panditjee,

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b. Description of property acquired by Sanjayananda Jha son of Late Sri Bhairwa Nanda Jha through sale deed no. 2370 for the year 2006.

Sl. No. Khata No. House No. Site No.	Extent areas of land/building	Location Sub District/ District Village/Municipality	Boundary according to sale deed
Jamabandi No. - 116 Plot No. Town Plan Plot No. - Town Plan Plot No. - 78, Sub Plot. No. - 2,	Area - 1,984 square feet equivalent to 4.554 decimal	Mouza - Nilkhantpur @ Noorpur, Mohalla - Bilasi Town, Thana No - 415, Holding no. -Abandoned Building, Ward No.:- 8 of Deoghar Municipality at present 22 of Deoghar Municipal Corporation, Deoghar, Post Office - T. Bilasi, Police Station, Sub Division & District - Deoghar (Jharkhand)	On the North - Sub Plot no. - 1, Purchased land of Sri Sanjayananda Jha vide sale deed no 2369 / 2006, On the South - Sub Plot no. - 3 (Purchased land of this title holder vide sale deed no 2364 / 2006, On the East - Purchased land of Sri Sanjayananda Jha & Smt Savitri Devi On the West - Purchased land of Panditjee,

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c. Description of property acquired by Sanjayananda Jha son of Late Sri Bhairwa Nanda Jha through sale deed no. 2364 for the year 2006.

Sl. No. Khata No. House No. Site No.	Extent areas of land/building	Location Sub District/ District Village/Municipality	Boundary according to sale deed
Jamabandi No. - 116 Plot No. Town Plan Plot No. - Town Plan Plot No. - 78, Sub Plot. No. - 3,	Area - 1,984 square feet equivalent to 4.554 decimal	Mouza - Nilkhantpur @ Noorpur, Mohalla - Bilasi Town, Thana No - 415, Holding no. -Abandoned Building, Ward No.:- 8 of Deoghar Municipality at present 22 of Deoghar Municipal Corporation, Deoghar, Post Office - T. Bilasi, Police Station, Sub Division & District - Deoghar (Jharkhand)	On the North - Sub Plot no. - 2, Purchased land of Sri Sanjayananda Jha vide sale deed no 2370 / 2006, On the South - Sub Plot no. - 4 (Purchased land of this title holder vide sale deed no 2368 / 2006, On the East - Purchased land of Sri Sanjayananda Jha & Smt Savitri Devi On the West - Purchased land of Panditjee,

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d. Common description of property acquired by Sri Sanjayananda Jha S/o Late Sri Bhairawanand Jha through sale deed no. 2369, 2370 & 2364 for the year 2006.

SI. No. Khata No. House No. Site No.	Extent areas of land/building	Location Sub District/ District Village/Municipality	Boundary according to sale deed
Jamabandi No. - 116 Plot No. Town Plan Plot No. - Town Plan Plot No. - 78, Sub Plot. No. - 1, 2 & 3.	Area - 5,952 square feet equivalent to 13.66 decimal	Mouza - Nilkhanpur @ Noorpur, Mohalla - Bilasi Town, Thana No - 415, Holding no. -Abandoned Building, Ward No.:- 8 of Deoghar Municipality at present 22 of Deoghar Municipal Corporation, Deoghar, Post Office - T. Bilasi, Police Station, Sub Division & District - Deoghar (Jharkhand)	On the North - Land of Janki Roy & others, On the South - Purchased land of this title holder vide sale deed no 2368 / 2006, On the East - Purchased land of Sri Sanjayananda Jha & Smt Savitri Devi On the West - Purchased land of Panditjee,

Flow of Title of Sri Sanjayananda Jha son of Late Sri Bhairwa Nanda Jha & Smt Savitri Devi wife of Sri Sanjayananda Jha resident of Shital Mullick Road, Bilasi Town, Deoghar Post Office - T. Bilasi, Police Station, Sub Division & District - Deoghar (Jharkhand)

The C.O., Deoghar on the basis of sale deed no. 3292, 3293, 3294, 3295, 3296 & 3297 for the year 2004 & consideration of the report of Karmchari and C.I. has been pleased to allow the mutation in favour **Sri Sanjayananda Jha son of Late Sri Bhairwa Nanda Jha & Smt Savitri Devi wife of Sri Sanjayananda Jha** resident of Shital Mullick Road, Bilasi

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Town, Deoghar Post Office – T. Bilasi, Police Station, Sub Division & District – Deoghar (Jharkhand) vide Mutation Case No 228 of 2005 – 2006 for an area of 13,776 square feet equivalent to 8.668 decimal & create new Jamabandi No. i.e. 116, and paid rent to the State of Jamabandi No. 116 (part) under Mouza - Nilkhanpur @ Noorpur

(Caption Land lord wishes to develop his construction over the land acquired vide title deeds being number 3292, 3293, 3294 for the year 2004 of 6,639 square feet equivalent to 15.24 decimal).

Whereas aforesaid property stood recorded in the name of Sri Pratul Chandra Kundu & Sri Balaram Kundu both are sons of late Jiban Krishna Kundu resident of 13 / 1 Rash Behari Avenue Kalighat, Kolkata.

And whereas aforesaid Sri Pratul Chandra Kundu as plaintiff & Sri Balaram Kundu as defendant were filed a partition suit vide number 192 of 1995 before 4th Assistant District Judge, Alipore, South 24- Paraganas, Kolkata - 700027 & the said suit was decreed on contest & Preliminary decree was prepared on 21.02.2003 & declared that Sri Pratul Chandra Kundu as plaintiff & Sri Balaram Kundu as defendant had acquired half share in the entire Kundu Kutir.

And whereas Sri Pratul Chandra Kundu son of late Jiban Krishna Kundu resident of 13 / 1 Rash Behari Avenue Kalighat, Kolkata acquired right title & interest over the half share of the entire Kundu Kutir.

And whereas said Sri Pratul Chandra Kundu son of late Jiban Krishna Kundu was executed a sale deed on 23.11.2004 in favour of Smt Puspa Devi w/o Sri Ravindra Kant Pandit resident of Shital Mullick Road, Bilasi Town, Post Office – T.Bilasi, Police Station, Sub – Division, Sub – Registry & District – Deoghar (Jharkhand) & presented for admission of execution before Dist Sub Registrar, Deoghar on 23.11.2004 & said deed was registered on 24.11.2004, being sale deed no 3271 for the year 2004 (Serial No. 3578).

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Smt. Puspa Devi w/o Sri Ravindra Kant Pandit

And whereas the aforesaid Smt Puspa Devi w/o Sri Ravindra Kant Pandit resident of Shital Mullick Road, Bilasi Town, Post Office – T.Bilasi, Police Station, Sub – Division, Sub – Registry & District – Deoghar (Jharkhand) acquired right title and interest over the aforesaid property and she executed & registered a General Power of Attorney on 23.11.2004 before the District Sub-registrar, Deoghar in favour of Mukul Jajware son of Sri Navin Jajware Bilasi Town, Post Office – T.Bilasi, Police Station, Sub – Division, Sub – Registry & District – Deoghar (Jharkhand) entered in Book No. IV, Volume No. 05 of 2004, pages 65 to 67, vide General Power of Attorney deed no. IV 286 for the year 2004 (Serial No. 3579).

And whereas the aforesaid Smt Puspa Devi w/o Sri Ravindra Kant Pandit resident of Shital Mullick Road, Bilasi Town, Post Office – T.Bilasi, Police Station, Sub – Division, Sub – Registry & District – Deoghar (Jharkhand) executed various sale deeds among which, here 3 (three) sale deed are subject matter which were executed on 24.11.2004 through her constituted attorney namely Mukul Jajware son of Sri Navin Jajware Bilasi Town, Deoghar in favour of Smt Savitri Devi wife of Sri Sanjayananda Jha resident of Shital Mullick Road, Bilasi Town, Deoghar Post Office – T. Bilasi, Police Station, Sub Division & District – Deoghar (Jharkhand), presented before the District Sub-registrar Deoghar on 24.11.2004 for registration & registered on 24.11.2004 vide sale deeds no. 3292, 3293, 3294 **for the year 2006.**

And whereas that inaccuracy were found in aforesaid deeds and a correction was needed & due to this, again aforesaid Smt Puspa Devi w/o Sri Ravindra Kant Pandit resident of Shital Mullick Road, Bilasi Town, Post Office – T.Bilasi, Police Station, Sub – Division, Sub – Registry & District – Deoghar (Jharkhand) executed various correction deeds among which, here 3 (three) correction deed are subject matter which were executed on 02.08.2013 through her constituted attorney namely Mukul Jajware son of Sri Navin Jajware Bilasi Town, Deoghar in favour of Smt Savitri Devi wife of Sri Sanjayananda Jha resident of Shital Mullick Road, Bilasi Town, Deoghar Post Office – T. Bilasi, Police Station, Sub Division & District – Deoghar (Jharkhand), presented before the District Sub-registrar Deoghar on 02.08.2013 for registration & registered on 02.08.2013.

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 from Sri Sanjayananda Jha

a. Description of property acquired by Sri Sanjayananda Jha son of Late Sri Bhairwa

Nanda Jha sale deed no. 3292 for the year 2004.

Sl. No. Khata No. House No. Site No.	Extent areas of land/building	Location Sub District/ District Village/Municipality	Boundary according to sale deed
Jamabandi No. - 116 Plot No. Town Plan Plot No. - Town Plan Plot No. - 78, Sub Plot. No. - 1,	Area - 2,379 square feet equivalent to 5.46 decimal	Mouza - Nilkhantpur @ Noorpur, Mohalla - Bilasi Town, Thana No - 415, Holding no. - Abandoned Building, Ward No.:- 8 of Deoghar Municipality at present 22 of Deoghar Municipal Corporation, Deoghar, Post Office - T. Bilasi, Police Station, Sub Division & District - Deoghar (Jharkhand)	On the North - land of Damo Baliase On the South - Sub Plot no. - 2 (Purchased land of this title holder vide sale deed no 3293 / 2004, On the East - Municipal Road, On the West - Purchased land of Sri Sanjayananda Jha

पत्र संख्या 1126
पत्र संख्या 1126

b. Description of property acquired by Sri Sanjayananda Jha son of Late Sri Bhairwa Nanda Jha through sale deed no. 3293 for the year 2004.

Sl. No. Khata No. House No. Site No.	Extent areas of land/building	Location Sub District/ District Village/Municipality	Boundary according to sale deed
Jamabandi No. - 116 Plot No. Town Plan Plot No. - Town Plan Plot No. - 78, Sub Plot. No. - 2,	Area - 2,379 square feet equivalent to 5.46 decimal	Mouza - Nilkhanpur @ Noorpur, Mohalla - Bilasi Town, Thana No - 415, Holding no. - Abandoned Building, Ward No.:- 8 of Deoghar Municipality at present 22 of Deoghar Municipal Corporation, Deoghar, Post Office - T. Bilasi, Police Station, Sub Division & District - Deoghar (Jharkhand)	On the North - Purchased land of Sri Sanjayananda Jha vide sale deed no 3292 / 2004, On the South - Sub Plot no. - 3 (Purchased land of this title holder vide sale deed no 3294 / 2004, On the East - Municipal Road, On the West - Purchased land of Sri Sanjayananda Jha

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c. Description of property acquired by Sri Sanjayananda Jha son of Late Sri Bhairwa Nanda Jha through sale deed no. 3295 for the year 2004.

Sl. No. Khata No. House No. Site No.	Extent areas of land/building	Location Sub District/ District Village/Municipality	Boundary according to sale deed
Jamabandi No. - 116 Plot No. Town Plan Plot No. - Town Plan Plot No. - 78, Sub Plot. No. - 4,	Area - 2,379 square feet equivalent to 5.46 decimal	Mouza - Nilkhantpur @ Noorpur, Mohalla - Bilasi Town, Thana No - 415, Holding no. - Abandoned Building, Ward No.:- 8 of Deoghar Municipality at present 22 of Deoghar Municipal Corporation, Deoghar, Post Office - T. Bilasi, Police Station, Sub Division & District - Deoghar (Jharkhand)	On the North - Purchased land of Sri Sanjayananda Jha vide sale deed no 3293 / 2004, On the South - Sub Plot no. - 4 (Purchased land of this title holder vide sale deed no 3295 / 2004, On the East - Municipal Road, On the West - Purchased land of Sri Sanjayananda Jha

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d. Common description of property acquired by Sri Sanjayananda Jha son of Late Sri Bhairwa Nanda Jha through sale deed no. 3292, 3293 & 3294 for the year 2004.

Sl. No. Khata No. House No. Site No.	Extent areas of land/building	Location Sub District/ District Village/Municipality	Boundary according to sale deed
Jamabandi No. - 116 Plot No. Town Plan Plot No. - Town Plan Plot No. - 78, Sub Plot. No. - 1, 2 & 3	Area - 7,137 square feet equivalent to 16.36 decimal	Mouza - Nilkhantpur @ Noorpur, Mohalla - Bilasi Town, Thana No - 415, Holding no. - Abandoned Building, Ward No.:- 8 of Deoghar Municipality at present 22 of Deoghar Municipal Corporation, Deoghar, Post Office - T. Bilasi, Police Station, Sub Division & District - Deoghar (Jharkhand)	On the North - land of Damo Baliase On the South - purchase land of sri Sanjayanand jha and Smt Savitri Devi, On the East - Municipal Road, On the West - Purchased land of Sri Sanjayananda Jha

All that piece and parcel of Basouri land, measuring 7137 square feet equivalent to 16.36 Decimal in **Mouza: Nilkhantpur @ Noorpur, Mohalla - Bilasi Town, Thana No - 415, Jamabandi No. - 116, Town Plan Plot No. - 78, Sub Plot. No. - 1, 2 & 3 (part), holding Number - vacant land, Ward No. - 8 of Deoghar Municipality at present 22 of Deoghar Municipal Corporation, Deoghar, and P.O. - T. Bilasi, P.S., Sub-Division, Sub-Registry & Dist. - Deoghar** which is butted and bounded

On the North – Land of Damo Baliase,

On the South – part of Sub Plot No 3 then Purchased land of Sri Sanjayananda Jha & Smt Savitri Devi ,

On the East – Municipal Road,

On the West – Purchased land of Sri Sanjayananda Jha.

purchased by Sanjayananda Jha son of Late Sri Bhairwa Nanda Jha through registered deed of sale, executed on 24.11.2004 by Smt Puspa Devi w/o Sri Ravindra Kant Pandit Shital Mullick Road, Bilasi Town, Deoghar through her Constituted Attorney namely Mukul Jajware son of Sri Navin Jajware Bilasi Town, Deoghar & presented for registration before the District Sub-Registrar, Deoghar on 24.11.2004 and registered on 24.11.2004, being no. – 3292, 3293 & 3294 for the year 2004, for a consideration of mentioned therein

AND

All that piece and parcel of Basouri land, measuring 5952 square feet equivalent to 13.65 Decimal in **Mouza:** Nilkhantpur @ Noorpur, **Mohalla** – Bilasi Town, **Thana No** – 415, **Jamabandi No.** – 116, **Town Plan Plot No.** - 78, **Sub Plot. No.** – 1, 2 & 3 (part), **holding Number** – vacant land, **Ward No.** – 8 of Deoghar Municipality at present 22 of Deoghar Municipal Corporation, Deoghar, and **P.O.** – T. Bilasi, **P.S., Sub-Division, Sub-Registry & Dist.** – Deoghar which is butted and bounded

On the North – Land of Janki Roy & others,

On the South – part of Sub Plot No 3 then Purchased land of Sri Sanjayananda Jha,

On the East – Purchased land of Sri Sanjayananda Jha & Smt Savitri Devi,

On the West – Premises of Panditjee.

purchased by Sanjayananda Jha son of Late Sri Bhairwa Nanda Jha through registered deed of sale, executed on 19.07.2006 by Sri Balaram Kundu son of late Jiban Krishna Kundu resident of 13/1 Rash Behari Avenue Kalighat, Kolkata & presented for registration before the District Sub-Registrar, Deoghar on 19.07.2006 and registered on 19.07.2006, being no. – 2369, 2370 & 2364 for the year 2006, for a consideration of mentioned therein

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Smt Puspa Devi

part of Sanjayananda Jha

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AND

Total combination Basouri land, measuring 13089 square feet equivalent to 30.04 Decimal
Mouza: Nilkhanpur @ Noorpur, **Mohalla** – Bilasi Town, **Thana No** – 415, **Jamabandi No.** – 116, **Town Plan Plot No.** - 78, **Sub Plot. No.** – 1 & 1, 2 & 2 and 3 & 3 (part) , **holding Number** – vacant land, **Ward No.** – 8 of Deoghar Municipality at present 22 of Deoghar Municipal Corporation, Deoghar, and **P.O.** – T. Bilasi, **P.S., Sub-Division, Sub-Registry & Dist.** – Deoghar which is butted and bounded

On the North – Land of Janki Roy & Damo Baliase,

On the South – part of Sub Plot No 3 & 3, then Purchased land of Sri Sanjayananda Jha and Smt Savitri Devi,

On the East – Municipal Road,

On the West – Premises of Panditjee,

(A) IT IS FURTHER DECLARED BY THE OWNER

- a. That the said property is under their exclusive possession with absolute right title and interest and free from all encumbrances to transfer and convey the whole and part of the said property having fully marketable title thereby;
- b. That the owner has not created any encumbrances on the said property or any part thereof by way of sales, mortgage, exchange, lease, trust, assessment rights, gifts, lien, leave and license, permission, rent, possession, charges, inheritance or any other encumbrances whatsoever;
- c. That no notice or notification for acquisition or requisition under any act presently in force have been received, served or passed by the Deoghar Municipal Corporation, Income Tax Department or any other Government Authorities for acquisition or requisition of the said property or any part thereof;

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for Sanyal

- d. That there has been no attachment, either before or after the judgment and there are no claims, demands, suits, decrees, injunctions, orders, notices, petitions or adjudication orders affecting the said property or any part thereof;
- e. That apart from the Land Owner none else is entitled to or has any share, rights title or interest over and in respect of the said property or in any part thereof as Partner or partnership or Coparcener in any joint family or in any other manner howsoever;
- f. That the Land Owner is not benamidar or trustee for any one in respect of the said property or any part thereof;
- g. That the Land Owner has not entered in the past in any agreement for the sale or development of the said property or any part thereof nor has made any arrangement with any one whatsoever regarding the said property or any part thereof.
- h. And whereas the owner is interested in getting a Multi Storied Residential Complex developed and constructed on the said property and acquire built up area in the shape of residential flats, parking spaces etc. As consideration for the value of land of the said property when conveyed by the owner to the Developers.
- i. Whereas the Land Owner was looking for a Developer who can develop and construct a Multi Storied Residential Complex on the said property at his own cost and share the ownership of the constructed space and other areas as consideration for such construction.

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for M. Saranya

- j. Whereas the aforesaid Developer namely M/s **VIKARAM SHILA DEVELOPERS PVT. LIMITED** after came to know the requirement of the land owner offered to develop and construct at its own cost a Multi Storied Residential cum Commercial Complex on the property of the owner (hereinafter referred to as "ANNAPURNA HEIGHTS") and the land owner being desirous of getting "ANNAPURNA HEIGHTS" Developed on the Property and agreed to accept flats and other built up area of the said developed complex as consideration for the said property to be conveyed by the land owner to the developer and share the ownership of the constructed space and other areas as consideration for such constructions.
- k. Whereas as a result of detailed discussion and hectic negotiations between the parties where to and on the representation and declaration made by the Land Owner as herein recorded as an agreement for development of the said property by the aforesaid developer has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

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

1. THE OWNER above named hereby appoint and engage **VIKARAMSHILA DEVELOPERS PVT. LIMITED** as the DEVELOPER of the said premises (land with building) and grant to the developer who hereby accepts from the land owner the rights to develop and make construction and to allot, sell, transfer and convey the said premises to the members / customer/non-members of the developers and or his nominees and the developer has agreed to undertake the Development of the said premises and to develop, plan, construct on the said premises out of the funds arranged by him from its own sources and or members/purchasers and to allot/sell the flats and parking spaces, tenements etc. in the multi storied building constructed on the said premises.

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for Mr. Sanjay

2. That it is agreed between the Land Owner and the Developer that the Developer will construct a Multi Storied Residential Complex at its own cost and or by obtaining bookings from various customers.
3. That as consideration for the value of the said premises to be transferred by the owner to the developer or his nominee / nominees, the developer agrees to construct, complete and deliver to the owners 42% percent of the total constructed area of the said premises in the shape of super built up area and terrace area of the complex.
4. That the Developer and the Land Owner have agreed that the area in "ANNAPURNA HEIGHTS" to be developed and constructed by the developer on the property as per the norms of Deoghar Municipal Corporation will be shared by the Land Owner and Developer in the ratio of 58:42 i.e. Land Owner will get 42% of the total constructed area in "ANNAPURNA HEIGHTS" along with residential, apartments, terrace & parking spaces etc. and the Developer will get 58% of the total constructed area in "ANNAPURNA HEIGHTS" along with residential, apartments, terrace & parking spaces etc.
5. That the Developer while developing the land and preparing the plan with the consultation of the Architects will ensure the maximum F.A.R.
6. That immediately after the execution of this Development Agreement, the Developer shall proceed expeditiously with preparation of plan and drawings for the proposed COMPLEX to be developed on the property.

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Dr. J. J. J. J. J.

7. That the Developer shall consult and take written consent/no objection from the land owner of final plans of the said complex before submitting the same for sanction to Deoghar Municipal Corporation and/or any other competent authority.
8. That whenever required by the Developer, the owner will join as under and/or the confirming party in any agreement that the developer may enter into with any person or persons who desire to acquire a portion of land being transferred to the Developer along with flats/parking or any portions in the building on ownership basis. All amounts receivable against developer's share of built up area under such agreement for flats/parking will be received by the developer as his own money for his own use.
9. That upon execution of Development Agreement owner will make, execute and register a power of attorney in favour of the developer or their nominees, allottees a proper conveyance or such other deeds for developer share only as the developer may deem necessary for assuring or perfecting the legal title of the Developer and/or their allottees to the said land/premises and also to their respective flats with their undivided proportionate share and rights in the land.
10. That the Land Owner hereby grant to the said Developer/ Builder the said property mentioned in the above paras and more fully described in schedule of this Agreement in the manner hereinafter appearing on the terms, conditions and stipulations hereinafter mentioned.
11. That owner hereby give possession of the said land along with constructed premises thereon and make entire land available to the Developer which is more fully and clearly described above and in the Schedule below on the date of signing of this Agreement to develop plan, construct, allot, sell and transfer developers share in the proposed building.

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12. That the land owner has assured that the entire land are free from all encumbrances, charges and there has not been any notifications for its acquisition either from Govt. or Deoghar Municipal Corporation or any other Competent Authority etc. nor there is any other Competent Authority etc. nor there is any prohibitory order or restriction in construction of Multi Storied Building on the said land and on the assurance being given by the land owners that there will be no obstacle in getting the Map and plan sanctioned for construction of Multi Storied building (Residential & Commercial type) in the name of the Land Owner. The owner agree to provide all the relevant / required original documents to prove his title on the premises to the satisfaction of local development authorities and financial bodies. The Developer too has agreed to develop the said property described in its schedule by constructing thereon one or more buildings consisting of Blocks – flats spaces. Dwelling units, garages and other tenements in accordance with the building plans duly approved by the Deoghar Municipal Corporation or Competent Authority in the name of the land owner. ANNAPURNA HEIGHTS will be constructed by the Developer in the name and style of “ANNAPURNA HEIGHTS”.

13. That the entire multi storied complex shall be constructed in one or more blocks as per the planning or design allows and duly sanctioned by the Deoghar Municipal Complex or any other Competent Authority. After the construction of the said complex at the cost or out of the finance arranged by the developer who will hold 58% percent of the constructed habitable area of the land with building, the developer shall give 42% percent of the constructed habitable area to the land owner jointly on proportionate basis in all floors of the multi storied complex constructed therein. The actual position of flats / parking spaces in each floor will be finally determined mutually after the plan is

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sanctioned by the Deoghar Municipal Corporation or Competent Authority. All the remaining constructed or unconstructed portion e.g. Road, passages, stair case, space for lift and the lift if fitted together with all such constructions for common use and for facilities of supplying water, electricity or generator room and even common hall or after such construction for common use by the owner his heirs, allottees, transferees and assigns and by the Developer and their heirs, nominees, allottees, transferees and assignees as well who all shall have the right to use such common premises or space as per convenience and rule if any ever framed by the occupants of the entire premises of the owner and the developer.

14. That the land owner has right to deal with allot, enter into agreement for transfer by way of sale, gifts, lease etc. the aforesaid 42% percent of the constructed area and terrace i.e. owner's share with the facilities in the way he likes and similarly the developer / builder shall have the right to deal with, allot enter into agreement or transfer by way of sale, gift, lease etc the aforesaid 58% percent of the constructed area i.e. developer's share with the facilities .
15. That the owner jointly, hereby authorizes the Developer to do if required all acts, deeds, matters, things and particulars for the furtherance and execution of the scheme as per sanctioned plan :-
 - a. To have the plans of the proposed building or buildings to be constructed on the said property as per approved plan or amended in accordance with rules and regulations of the concerned authorities and in the name of the owner with his consent and to do and sign all writings and undertakings as may be necessary in connection with the approval and sanction of such plan.

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- b. To engage Architects, Surveyors, Engineers and Contractors or petty contractors or other persons relating to development over the premise in question.
- c. To make applications to the concerned Authorities for obtaining permits after applying for quotas of cement, steel and other control building materials and for obtaining electrical connection or water connection or sewerage and drainage connection etc.
- d. To accept service of any writ summons or other legal notices and to appear and represent the owner in any court, Judicial Tribunals and other Statutory authorities or Board in connection with the said development work and to commence or file suits, action / actions or other proceedings in any court or before Public Officer or Tribunal relating to the said work of development over the said property and for any of the purposes aforesaid, to sign, execute and deliver or file all necessary Vakalatnamas Affidavits, Plaints, Orders, Application and other documents, papers and writings etc. subject to the terms of this agreement.
- e. To give and grant on ownership basis or other basis the said flats / tenements etc. in the building constructed on the said land and to receive and appropriate to their own account the sale price in respect thereof and like wise the owner will do the same in respect of his share as per he agreed terms and stipulations stated above and earmarked for them.

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- f. To mortgage out of the said property to the limit of 58% percent of the saleable area i.e. developer's share with financing institutions or bank for enabling the purchasers of flats/tenements etc. to obtain loans against their flats etc.
- g. To display by developer his sign board at the site and to give it under advertisement in local papers and daily News Paper, electronic media or any other form of advertisement medium.
- h. To sign and execute and to deliver any conveyance or conveyances for the proposed said flats and parking spaces and all other deeds instruments and assurances which they shall consider necessary in the conveyance of the proposed sale and to present any such conveyance or conveyances for registration to admit execution and receipt of consideration before the Sub Registrar having authority for and to have the said conveyance registered.
- i. To transfer the said property or part or parts thereof from time to time to its members of the cooperative society.
- j. And generally to do all acts deeds and things for developing the said property.
- k. AND WHEREAS after the Registration of this Development Agreement in registry Office the-Owner and Developer shall be entitled to sale or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial institutions.
- l. After the completion of the construction of the building project developer/promoter shall be absolute owner of their respective shares and they will be entitled to sell / transfer.

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- m. The final / deed of the flat parking spaces along with common areas and common facilities i.e. common verandah and balconies, lifts, common staircase, lawns, garden lands, setback areas, boundary wall, common parking areas, generators, fire fighting equipments, electrical installations in common areas, pipes fittings all other fittings and fixtures meant for common areas shall be executed and registered by the developer / promoter or the land owner as the case may be in favour of the prospective purchasers.
- 16. That the Development of the said property shall be by and on account of the Developer and neither the Owner himself jointly or individually nor any other persons claiming through the owner shall have any right in the Development of the said property as per agreed and approved plan and specification by the Deoghar Municipal Corporation or Competent Authority. The Developer shall alone be responsible and liable to the Deoghar Municipal Corporation or Competent Authority and such other concerned authorities for the discharge of the said work and shall alone be like wise liable for the loss if any or for any claim arising from the Department work and shall keep the owner well indemnified in respect of all his actions, proceedings, demands, claims, costs, charge, expenses, losses, damages, compensations or penalties of any sort or nature whatsoever the owner may be put to sustain or in connection of with the said work or for the default, failure or breach of contract by the Developer till the period of completion of the constructions. Similarly because of the owner or any one of the owner, if the developer or the work of development is hampered in any way the owner will indemnify the developer / developer or their agents and representatives.
- 17. That all the outgoings in respect of the said property from the date of possession to be given to the Developer hereunder shall be borne and paid by the Developer but prior to the period relating to such possession shall be the liability of the owner alone.

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18. That all out of pocket costs, charges and expenses of incidental charges including the stamp duty and Registry fees on conveyances or conveyances be borne and paid by the allottees /or the transferees in respect of their allotted flats, parking spaces, tenements falling under the share of each parties. Any other expenditure relating to the Advocates relating to Development will be borne by the Developer.
19. That the Developer alone shall be entitled to recover or accept refund of any despite made after this Agreement with any concerned authorities e.g. M.M.C. or Competent Authority, Collector or Town planning authorities or with any Govt. or Semi Govt. Bodies, Courts etc.
20. That the Land Owner shall at no time demand further sum or premium or any interest in any dealings regarding sale of developers area and the Land Owner shall execute all such deed and documents as may be required by the developers in this regard.
21. That the Land Owner hereby from the date of this agreement give vacant possession of the said property more fully described in Schedule hereinto the developer to enable the developer to take up and proceed with the development planning and construction of the said complex in term of this agreement.
22. That the Developer agreed to construct and develop the Complex using latest available technology and design and developed complex would be earthquake resistance class 1 R.C.C. structure.
23. That the Land Owner shall take all steps for vacating existing settlers, tenants etc. if any from the said property and all cost involved or compensations payable in any form for such vacation shall be to the account of the land owner and Developer shall not be in any way responsible for the same.

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24. That the project will be completed within Two and half years from the date of sanction of plans from Deoghar Municipal Corporation or Competent Authority or handing over clear physical possession of Land to the Developer by the Land Owner whichever is later. The Owner agree to allow a grace period of SIX months over the aforesaid period, during the pendency of first approved map, if further approval or extension work will be granted by the municipal authority in such case the land owner will provide 6 (six month) time for each floor. That the time will be counted after sanction of the Building Map from the Deoghar Municipal Corporation of Competent Authority. If the complex is not completed within the above period then the owner will be entitled to charge damages at the rate of Rs. 8000/- (Eight thousand) per month. The period of completion is subject to the principle of occurrence of force majeure, fire, tempest, neighbor problem, handing over of vacant possession of the entire premises owner problem or other inevitable act, God or Government effecting work, then so much of the time as is so lost will be further added to the period of completion.

25. That in the event of non completion of the project by the Developer within a total time frame of 36 (thirty six) months which includes normal completion period of 24 (twenty four) months grace period of 6(six) months and period of 6 (six) months with damages as described in para 24 above the land owner shall take over the project from the developer and get it completed through his own resources and the land owner shall reimburse the developers net investment made by him in the project. The net investment shall be calculated as net of cost incurred by the developer towards the construction of the project and reduced by the amount received by him towards booking amount from prospective customers. In the eventuality of land owner taking over the project from the developer by paying the developer his net investment in the project as defined above the land owner shall be entitled to receive the remaining consideration amount from the prospective buyers and shall also be liable to complete the project and handover the physical possession of booked flats to them.

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- 26. That on completion of the construction of buildings in terms of this Agreement and handing over of owner's share of the built up thereof to the land owner, the land owner shall execute and register all deeds and documents and do all things as may be necessary for finally perfecting the right title and possession of the developer in respect of their allottees or in favour of its nominees and assignees individually or collectively in case it is allotted or assigned to any cooperative society as and when so required by the developer and similarly the developer shall also execute and register all deeds and documents that may be necessary for perfecting the rights, title and possession of the land owner over the owner's share of the built-up area allotted to them in their favour individually or collectively as and when so required by the land owner.

- 27. The Owner will have no right to interfere or to put any obstruction in construction being executed as per the map approved by the Deoghar Municipal Corporation or Competent Authority subject to the condition that the developer would keep the land owner updated about the progress of the construction.

- 28. The Land Owner shall execute a general power of Attorney and Register the same in the Registering Officer as the developer desire to get the work successfully and smoothly done as lawful Attorney for and on behalf of the land owner to do any act, things, deeds for the interest of the project and to carry on the Development work legally without delay or hindrance from any person through or under land owner.

- 29. That the owner will not be entitled to take steps to dispossess the Developer or his men provided the construction work is carried on and completed in terms of this development agreement within the specified period as stated above and the owner will be bound to execute and register the deed of conveyance of the absolute transfer deed or deed of release as stated hereinafter and in case of failure to do so the developer will have all right to maintain possession over the land and built up area and will also have

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right to get the sale deed executed and registered through the process of the court at cost of the owner and the owner will have no objection or plea to refuse or object to the execution and registration of the sale deed/transfer deed / deed of release /deed of conveyance/deed of exchange etc.

- 30. That for the purpose of verifying the correctness of the declaration made above regarding the absolute ownership of the said property and hereto being marketable free from all encumbrances and also their undertaking not to encumber the said property or otherwise alienate or dispose or deal with the same or any part thereof same and except as herein above provided the developers will be entitled to access all necessary original documents including the relating to the property for the purpose of verification as aforesaid including investigation of the owner title to the property. The owner undertakes to hand over copies of all such relevant papers of its use at the time of execution of this development agreement and shall hand over the respective original as and when required by the developer.
- 31. That the Land Owner hereby undertakes not to sell, dispose, alienate the said property or any part thereof and except putting the Developer in possession thereof for the purpose of Developments in pursuant to this Agreement with the ultimate object of granting, conveying and transferring the same to get it developed by the Developer and shall do nothing in contravention of the Agreement and as otherwise agreed upon by the owner and Developer in writing.

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32. That the developer further undertakes:

- a. It will not do any act of commission or omission expressly or impliedly directly or indirectly by which the owner's right, title and interest over the said property may in any manner be adversely affected until the developer has given delivery of possession of the owner's area to the Land Owner.
- b. To indemnify the owner and always keep them indemnified and harmless in respect of all claims damages compensations or expenses payable in consequences of any injury or accident sustained by any workmen artisan or invites or other persons in the property whether in employment of the developer or not while in or upon the said property and during the period of construction of the said building thereon.
- c. The Developer shall not create any charges or encumbrance over the Land Owner share in the Complex for its own benefit without the written consent of the Land Owner.

33. That the Land Owner will deliver to the Developer and/or its duly authorized advocate/representatives all original title deed, documents and paper relating to the said property for the complete examination of the owner's title there to and the Land Owner agree to co-operate with the developer in such examination of the Land Owners title and to answer and /or comply with all reasonable requisitions that may be made by the developer and/or its advocate in the regard.

34. That in case there be any defect in the title of the Land Owner or there be any liability or any encumbrances, then in such event the developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the Land Owner and at the owners cost and expenses.

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- 35. That the Developer shall be entitled to retain all necessary documents including original documents of Land Owner Title of the said property and in such event the developer undertakes to keep the said title deed, safe and harmless and the Land Owner will be entitled to inspect and to have the same produced for inspection and take extracts there from whenever required.
- 36. That in any event the owner without prejudice to foregoing declarations agrees and undertakes to remove all the obstacles and clear all outstanding doubts or defects save as hereinabove provided at their own cost as to ultimately vest the said property in the developer or its nominees free from all encumbrances and defects.
- 37. That all outgoings including municipal taxes and another charges in respect of the said property on the existing building thereon shall be borne and paid by the Land Owner till the date of delivery of possession of the property to the Developer.
- 38. That after delivery of the owner's area to the Land Owner all outgoing in respect of the said property and the said buildings there on shall be borne and paid by the owner and the developer proportionately in the proportion of their respective shares in the total built up area. (The word proportionately will all its cognate variations whenever used in there presents shall mean the proportion in which the parties hereto and/or their nominees acquiring portions of the building are entitled to the covered areas in the buildings).
- 39. That the Developer and the nominees of the Developer shall own and hold portions of the building comprised in the developer area according to the standard agreement in portions of the building comprised in the developer area according to the standard agreement finalized by the Developer. The Land Owner and his nominees shall be bound to hold and own portions of the owners area in the said building on the same terms and conditions as be contained in the aforesaid standard agreement and to execute similar agreement.

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- 40. That the Common Area shall jointly be owned by all the owner of all the portions of the said building with equal entitlements to use all common area and facilities intended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization no owner of any part of the said building will have any exclusive right title and interest over the common areas and common facilities except the right of common case.
- 41. That both the owner and the developer will jointly be entitled to all permissible future vertical and / or horizontal development /exploitation of the said property and the said building thereon and the construction sharing owning and selling of all such additional built up area will be done in the same proportions and on the same terms and contained in their agreement.
- 42. That the owner agrees that if any levy is imposed by the Deoghar Municipal Corporation or any other Public Body or bodies or the Government for the development/betterment of the area in which the said property is located or any other levy becomes applicable on 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 owner and the developer jointly in the same proportion as their respective shares of built up area in the said building.
- 43. That the owner agrees that in case any fine or penalty is imposed on the said building for any alleged deviation from the sanctioned plan resulting in any excess construction of the built up area then the same shall be borne and paid by both the owner and the developer in the ratio of their respective shares of built up area in the said building.

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- 44. That it is agreed that in all transfers/conveyance of land and /or built up area the purchaser(s)/transferee(s) shall bear the cost of stamp duty, service tax, Gst, court fees and any other government Charges implied or to be implied in future. It is the duty of the landowner/Developer to collect service tax ,Gst or any other taxes implied by the government from the purchaser(s)/ transferee(s) of their respective share ratio i.e. 42:58 respectively.
- 45. That in case of any difference and disputes arising out or so called to arise relating to the lands and construction thereon out of this Agreement will be settled by reference to the Arbitrators one each to be nominated by the parties and the two together will mutually select and umpire and their decision, findings and verdicts so given shall be binding and conclusive under the provision of the Arbitration Act within the jurisdiction of the court at Deoghar.
- 46. That even in case of any difference or dispute the construction once started cannot be stopped as per the sanctioned plan by any of the parties but the Arbitrators or the court as the case may be can only get the site and construction inspected by any expert and call for a report.
- 47. In any event the owner without prejudice to foregoing declaration agree and undertake to remove all obstacles and clear outstanding doubts or defects if traced out/pointed out at their own cost to vest the said property in Developer or their nominees as said in preceding clauses.
- 48. All legal and lawful procedures and actions are subject to Deoghar Civil Court/Ranchi High Court Jurisdiction.

663 PNB/11120
for. Sanjay n r

49. Delivery of possession has been given to the developer through this deed. At the time of registration of Flats stamp duty and registration fee shall be paid by respective buyers.

50. The Owner and the Confirming Party are husband and wife in relation. The separate purchased property of The Owner vide Deed no 3292,3293,3294 for the year 2004 and separate purchase property of Confirming Party vide Deed No 3295,3296,3297 for the year 2004 has been mutated jointly but the area acquired through deed No 3295,3296,3297 by CONFIRMING PARTY namely Smt Savitri Devi are not subject matter of this Development Agreement. The property which is the subject matter of this Development Agreement are self acquired property of owner namely Sri Sanjayanand Jha but due to joint mutation so now Smt Savitri Devi is joining as CONFIRMING PARTY to avoid future litigation.

Description of the Land / Property under this development agreement.

SCHEDULE

All that part and parcel of unurveyed Basauri transferable Land situated and laying on **Mohalla** – Bilasi Town, P.O. – T. **Bilasi, P.S., Sub-Division, Sub-Registry & Dist.** – Deoghar measuring 10,769 Square feet equivalent to 24.722 Decimal, **Jamabandi No.** – 116 and **Thana No** – 415 under **Mouza:** Nilkhantpur @ Noorpur, Anchal – Deoghar within **Ward No.** – 8 of Deoghar Municipality at present 22 of Deoghar Municipal Corporation, Deoghar **Town Plan Plot No.** - 78, **marked as Subplot no. 1 and 1, 2 and 2, 3 part and 3 part**, having Residential cum Commercial use and the same is bounded as follows.:-

On the North – Land of Damo Baliase and Janki Roy

On the South –Sub Plot No 3 part and 3 part and then Purchased land of Sri Sanjayananda Jha and Savitri Devi

On the East – Municipal Road,

On the West –premises of pandit Jee

6/6/2011
Savitri Devi
Sanjayanand Jha

653 July 11/20

for f. Saraya m r

In witness whereof the parties hereto have set their respective hands to this Agreement made on the day month and year as first written above in presence of the attesting witnesses after having been read over and explained its constants and being understood by both the parties thereto.

SIGNED AND DELIVERED by the above named

in presence of **Witnesses**

① Ajit Kumar Tiwari
1.6.17
S/o Bhairgunath Tiwari
vill- Askaranpur, Bomia,
Dist- Raishali
Mob- 7033371412



name
Tiwari

② श्रीमती सुशीला देवी
पति श्री राजेश कुमार देवी
पति श्री राजेश कुमार देवी
पति श्री राजेश कुमार देवी
मोबा 9576568867

693
19/11/11

for Mr. Sawaya m

Declaration

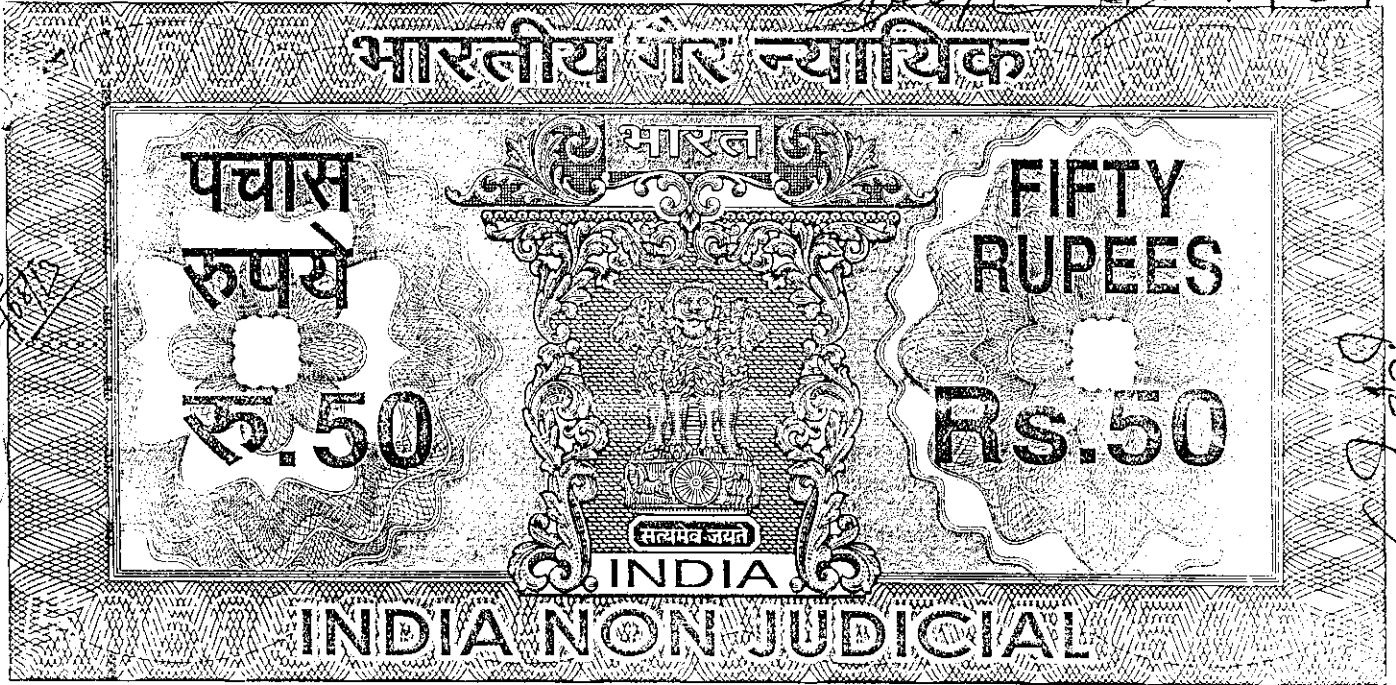
1. That the aforesaid land & building is free from all sorts of encumbrances.
2. That the aforementioned land is situated at other side Road.
3. That the aforesaid mentioned land in this Agreement is not subject matter of Land Acquisition.
4. This aforesaid land is neither Government land nor assigned land & Stamp duty has been paid at fixed rate.

Photo, Signature and L.T.I.

	<p>Sansya n n 9431188700</p>				
	<p>one Samsya Paudit</p>				
	<p>21/19/17 988</p>				
	<p>one Samsya Paudit</p>				
	<p>9304139148</p>				
	<p>one Samsya Paudit</p>				

Read over the contents of deed and explained to the parties Sitaram Paudit
 Sw. Singhar 01.06.2017
 Certified that the left hand finger print of all the persons whose photographs
 affixed in this deed has been taken by me Sitaram Paudit
 Sw. Singhar 01.06.2017 L.N. 37(5) 1982

1987 Deed of Rectification P.S. A No. 1764



झारखण्ड JHARKHAND

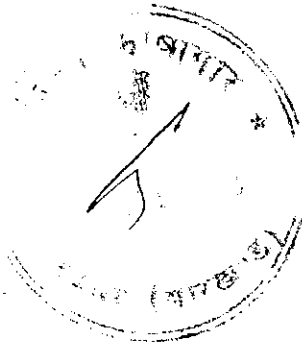
A 744142

Handwritten notes on the left side of the stamp, including a signature and the date '21/8/13'.

Handwritten notes on the right side of the stamp, including a signature, the number '50', and the text 'E-1000'.

शुद्धि पत्र वास्ते बिक्रय पत्र सं० - 3293 वर्ष 2004 ईस्वी.

लेख्यकारी :- श्रीमती पुष्पा देवी, पति - श्री रविन्द्रकांत पंडित, जाति - ब्राह्मण, पेशा - गृहस्वामिनी, साकिन - शीतल मल्लिक रोड, बिलासी टाउन, देवघर, थाना, सबडिविजन, सबरजिस्ट्री व जिला - देवघर, राज्य - झारखंड। राष्ट्रीयता - भारतीय। वजरिये आम मोख्तार श्री मुकुल जजवाड़े, पिता - श्री नवीन जजवाड़े, जाति - ब्राह्मण, पेशा - व्यवसाय, साकिन - बिलासी टाउन, देवघर, थाना, सबडिविजन, सबरजिस्ट्री व जिला - देवघर, राज्य - झारखंड। राष्ट्रीयता - भारतीय। जो दिनांक - 23/11/2004 ई० में निबंधन कार्यालय देवघर से निबंधित एक कित्ता आम मोख्तारनामा दलील पुस्तक सं० - IV, -जिल्द सं० - 5/04, पृष्ठ सं० - 65 से 67 में निबंधित जिसकी सं० - 286 वर्ष 2004 ई० के द्वारा सक्षम हैं। (छायाप्रति संलग्न - अनुलग्नक 1)



3238

Sanjay Kumar Shrivastava

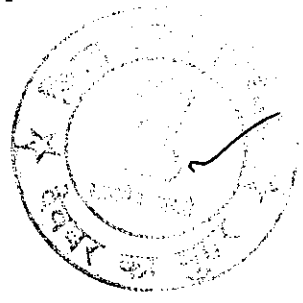
for Rectification

M. P. Keshri
S. V. Dogra
L. No.-2/05

कुटुंब पत्रिका...
...
286
2004
पुण्या देव
218/2013
10 वे.



कुटुंब पत्रिका
218/13



का हस्ताक्षर

Mishra
218/13

शुद्धि पत्र
21/8/13

लेख्यधारी :- श्री संजयानन्द झा, पिता - भैरवानन्द झा, जाति - ब्राह्मण, पेशा - व्यवसाय, साकिन - बिलासी टाउन, देवघर, थाना, सबडिविजन, सबरजिस्ट्री व जिला - देवघर, राज्य झारखंड। राष्ट्रीयता - भारतीय।

लेख्य प्रकार :- शुद्धि पत्र वास्ते बिक्रय पत्र सं० - 3293 वर्ष 2004 ईस्वी।

सम्पत्ति का विवरण :- थाना नं० - 415, जिला - देवघर, सबडिविजन, सबरजिस्ट्री - देवघर, थाना - देवघर, सामिल मौजा - नीलकंठपुर उर्फ नुरपुर, के अन्दर मोरस्सी मोकररी सत्व की हस्तांतरणीय बसौड़ी जमीन, टाउन प्लान प्लॉट नं० - 78 का अंश, रकवा 2379 वर्गफीट (दो हजार तीन सौ उनासी वर्गफीट) यानी 5.46 डिसमिल, अन्दर जमाबंदी नं० - 116, हलका देवघर नगरपालिका वार्ड नं० - 12 (पुराना) 8 (नया) वर्तमान में देवघर नगर निगम वार्ड नं० - 24 होल्डिंग नं० - 196, मय कुल हक हकुक, जिसकी चौहद्दी ---
उत्तर :- लेख्यधारी संजयानन्द झा की खरीदगी जमीन

दक्षिण :- लेख्यधारी संजयानन्द झा की खरीदगी जमीन

पूरब :- म्युनिसिपल रोड।

पश्चिम :- टाउन प्लान प्लॉट नं० - 78 का अंश।

विदित हो कि उपर खाना विवरण जायदाद में वर्णित सम्पत्ति को मैं लेख्यकारी दिनांक - 24/11/2004 ई० में निबंधन कार्यालय देवघर से निबंधित एक कित्ता बिक्रय पत्र पुस्तक सं० - I, जिल्द सं० - 86/04, पृष्ठ सं० - 181 से 189 में निबंधित जिसकी सं० - 3293 वर्ष 2004 ई० के द्वारा, उपर्युक्त लेख्यधारी के पास बिक्री कर दिये हैं।
(छायाप्रति संलग्न - अनुलग्नक 2)

सुना व समझा दिया
21/11/13

21/11/13
Sanyal

यह कि उपर्युक्त विक्रय पत्र सं० - 3293 वर्ष 2004 ई० में भुलवश आम मोख्तारनामा दलील सं० - 271, दिनांक - 22/11/2004 ई० लिखी गई हैं, जो गलत हैं, उक्त आम मोख्तारनामा दलील की सही संख्या 286 एवं दिनांक - 23/11/2004 ई० होगी।

अब आज तारीख से उक्त विक्रय पत्र सं० - 3293 वर्ष 2004 ई० में आम मोख्तारनामा दलील सं० - 286 एवं दिनांक - 23/11/2004 सशोधित समझा जाये।

अतएव आज तारीख मैं लेख्यकारी अपने मन व शरीर की स्वस्थता में रहकर बिना किसी के दबाव या बहकावे के शुद्धिपत्र लिख दी, जो वक्त पर काम आवें।
इति तारीख :- 21/11/13

गवाहन :-

① बिनाद वमा
पिता गणेश जी
रामपुरा वाडि नं० 28
दिवस 21/11/13
(अवसाथ)

② सुमित कुमार पाण्डेय
पिता - स्व विजय शंकर पाण्डेय
कास्टल हाउस नं०-15
देवघर

दस्तावेज पढ़कर फरीकैन का सुना व समझा दिया।

प्रारूपकर्ता







(डीड रायटर, देवघर)

दिनांक - 21.11.13







डॉ. राजेश कुमार
21/8/13

डॉ. राजेश कुमार
21/8/13

SPECIMEN FORM FOR FIVE LEFT HAND FINGER'S PRINT

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
					

डॉ. राजेश कुमार
21/8/13

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
					

डॉ. राजेश कुमार
2.08.013

प्रमाणित किया जाता है, कि प्रत्येक व्यक्ति जिनका फोटो व बायें हाथ के अंगुलियों के निशान अंकित हैं, मेरे द्वारा लिया गया है।

डीड रायटर..... डॉ. राजेश कुमार देवघर, दिनांक 21/8/13