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Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 2d4b42a291a4a6c1c841

Receipt Date : 12-Feb-2022 11:10:06 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Token Number : 20220000012960

Office Name : SRO - Saraikela

Document Type : Development Agreement

Payee Name : SHREE DEVELOPERS REP BY ASHOK
KUMAR TEKRIWAL (Vendee)

GRN Number : 2209803019



:- For Office Use :-



Uma Shankar Singh
12/2/22

Uma Shankar Singh
12/2/22

इस स्वीड का उपयोग केवल एक ही दस्तावेज के मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। नूनः प्रिन्ट का प्रयोग कोर्टा कार्य आदि द्वारा इसी स्वीड का दस्तावेज के मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोगी भारतीय न्यायिक प्रक्रिया के अन्तर्गत (1889 की धारा 10) अर्थात् भारतीय न्यायिक प्रक्रिया के अन्तर्गत।

SHREE DEVELOPERS
Umesh Kumar
Partner

Development agreement value - 1500,100/- Stamp - 100/- demand

Attest
Kamleshwar
Am



Uma Shankar Singh
12/2/22

मूल्यांकन सूची में जैचिकीय

दस्तावेज जाँच एच.एच.सी. पाया.



उपस्थापित दस्तावेज में लख्यकारी की जाति अंकित है। यह जाति C.N.T Act 1908 की धारा 461(B) के अन्तर्गत नहीं है।

दस्तावेज में वर्णित भूमि प्रद्विरणित सूची से

जांचक
12/2/22

Attest
Kamleshwar



Sanjay Kumar
12/2/22



नियम-21 क अधीन ग्राह्य भारतीय स्टाम्प अधिनियम (इण्डियन स्टाम्प एक्ट-1899) की अनुसूची-1 या 1 (क) से... के अधीन यथावत स्टाम्प (या) स्टाम्प शुल्क से विमुक्त या स्टाम्प शुल्क अपेक्षित नहीं

12/2/22

Attest
12/2/22

DEVELOPMENT AGREEMENT

निबंधन पदाधिकारी

THIS DEVELOPMENT AGREEMENT IS MADE on this 12th day of February, 2022

Attest
42652
2- 5000.
M- 150.

AT SERAIKELLA, BY AND BETWEEN;

SHRI UMA SHANKAR SINGH, son of Late Bishwanath Singh, by faith Hindu, by Caste Rajput, By Nationality Indian, By Occupation Business, resident of 406 B/B, Bair Jhawara, Sonari, P.O. and P.S. Sonari, Town Jamshedpur, District East Singhbhum, State of Jharkhand, hereinafter together referred to as the 'OWNER' which expression shall, unless it be repugnant to the context or meaning thereon be deemed to include his heirs, executors, administrators and assigns, being the Parties of the First Part. (UID No. 8133 8116 8938, PAN: DJJP55803D)

SHREE DEVELOPERS
Sanjay Kumar
Partner

Handwritten signature



Uma Shankar Sima.

Braj Anand

*Ashok Tekriwal
12/10/2022*



AND

SHREE DEVELOPERS (PAN: AEIFS5277F), a Partnership firm having its registered office at 2nd floor, Saboo Tower, Near Visnu Talkies Lane, Ranchi, Jharkhand and its Branch Office at Flat No. B/G, R.S. Apartment, 28, Contractors Area, Road No.4, Bistupur, Jamshedpur, represented by its Partners 1) **RAJESH AGARWAL (UID No. ~~6708 4982~~ 0623, PAN: ABBPA7141C)**, Son of Hari Prasad Agarwal, by faith Hindu, by Nationality Indian, by occupation Business, resident of Duplex No.22, Aastha Hitech City, Sonari, P.O. & P.S. Sonari, Town Jamshedpur, District East Singhbhum, State- Jharkhand -831011, and 2) **ASHOK KUMAR TEKRIWAL (UID No. ~~7701 8881~~ 8779, PAN: ABMPT4339A)**, son of Braj Kishor Tekriwal, by faith Hindu, by Nationality Indian, by occupation Business, resident of Radha Kunj Flat No. 306, Lake Avenue, Kanke Road, Misirgonda alias Pahargonda, Ranchi, Jharkhand - 834008, hereinafter called and referred to as the '**DEVELOPER/ BUILDER**', which expression shall, unless it be repugnant to the context or meaning thereon be deemed to include his heirs, executors, administrators and assigns, being the Parties of the **Other Part**:

WITNESSETH AS FOLLOWS:-

WHEREAS the **OWNER** had purchased land measuring 8.25 Decimals, in Mouza Dobo, recorded under Khata No. 145, being portion of plot no. 983, P.S. Chandil, Thana No. 331, District Seraikella Kharsawan, by virtue of a registered Sale Deed bearing Deed No. 1534, dated 29-03-2010, registered at the District Sub Registry office at Seraikella and thereafter the same has been mutated in the name of the Owner in the government records vide mutation case no. 594/2010-11 and the same is also recorded in the Register II of the Anchal Adhikari, Chandil

SHREE DEVELOPERS
Braj Anand
Partner

Shree Shankar Singh
Dmit Arun
Ashok Pehinwar
12/2/22

AND WHEREAS, the owner is unable to look after and manage the Scheduled landed property and therefore the owner is desirous to get the Schedule landed property developed and or construct multi-storeyed buildings and or building projects over the Scheduled premises through the Developer.

It is further represented and declared by the Owner:

- i) That the scheduled property is under his exclusive possession having absolute right, title and interest free from all encumbrances, to transfer and convey the whole or part of the scheduled property having fully marketable title thereof.
- ii) That the Owner has not created any encumbrances on the scheduled property or any part thereof by way of sale, mortgage, exchange lease, trust, assignment, rights, gifts, liens, leave and license, permission, rent, possession, charges, inheritance or any other encumbrances whatsoever.
- iii) That no notice or notification for acquisition/requisition under any of the statutes of the past or presently in force, have been received, saved or passed by the Income Tax Department or any other Government Authorities for Acquisition or requisition of the scheduled property or any part thereof.
- iv) That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders lispendences, notices, petitions, or adjunctions orders affecting the scheduled property or any part thereof.
- v) That apart from the owner or his nominees, non else is entitled to or has any share, right, title, or interest over and in respect of the scheduled property or any part thereof.

SHREE DEVELOPERS
Dmit Arun
Partner

Uma Shankar Singh

Govind Kumar

Ashish Palsani Dada
12/12/22

- vi) That the owner has not entered in the past into any Agreement for Sale or Development of the scheduled property or any part thereof nor has made any arrangement with anyone whatsoever regarding the scheduled property or any part thereof.

And whereas, the Owner is interested in getting Multistoried Building consisting Flats/Parking Space/Commercial Units comprising of Basement, ground floor, first floor, second floor, third floor, and/or any upper floors as may be sanctioned by the concerned authorities, on the scheduled landed property; And

Whereas the owner has come to know about the workman skill like, professional and craftsmanship of the Developer and has approached the Developer for developing the Scheduled Premises; And

And whereas, the Owner/first party desirous of getting 40% share of constructed area within the Multi storied Building;

And whereas, the Developer/second party has come to know the desire of the owner/first party and after verification all the relevant papers including title deeds, rent receipts etc. and offered to develop a Multi Storied Building over the said land more particularly described in the schedule below;

And whereas, as a result of the negotiations between the parties hereto and on the representation and declaration made by them as herein recorded 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 THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Owner hereby appoints the aforesaid Developer as the Developer of the said property and grants to the Developer who hereby accept from the owner, right to develop the said property in the schedule hereunder written in the manner and on the terms, conditions, and stipulations hereinafter mentioned.

SHREE DEVELOPERS
Govind Kumar
Partner

Uma Shankar Singh

Joint Agent

12/12/22

2. The contents agree to sell, convey, transfer and / or assign to the Developer and/or their nominees, the said property is free from encumbrances, attachments and on the terms and conditions mentioned hereinafter.
3. That Developer agrees to construct at its own cost and will hand over the physical possession to the owner's 40% of the constructed area consisting flats/units, parking space within the Multi storied building which shall be deemed to be consideration of the said land.
4. The Developer will give possession by issuing allotment letter to 40% of total constructed area in favour of owner/First Party with 2.5 years from this agreement.
5. If construction work exceed 2.5 years the developer will give rent to owner's/nominee his 40% shares @ Rs.6/- per sq.ft.
6. If construction not started within one year of this agreement this deed will be terminated and deal will be renegotiated in new terms.
7. That the Developers and/or its nominee shall solely and exclusively be entitled to remaining constructed area 60% share of the Multi storied building and they shall have absolute right, title and interest over the same and shall be fully entitled to transfer, convey, grant, otherwise alienate their interest in a manner as deemed fit by them to any person or persons the terms and conditions as may be decided by the Developer or its nominees.
8. The owner shall at no time demand further sum or premium or any interest in any dealing regarding sale of Developer Area and the owner shall execute all such deeds and documents as may be required by the Developer in this regard.
9. This agreement shall not ever be deemed to constitute a Partnership of any sort between the parties hereto.
10. The Owner hereby and from the date of execution of this Agreement put the Developer in actual peaceful possession of the said property more fully described in the schedule herein to enable the Developer to take up, proceed with the Development Planning, and construction of the said Multi Storied Building in terms of this Agreement.
11. The Owner hereby irrevocably undertakes not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said property or any part thereof during the

SHREE DEVELOPERS
Joint Agent
Partner

Damashankar Sitap
Sonal Anand
Ashish Palsaniya
12/10/22

currency of this Agreement and undertakes not to do any act, deeds matter or things as shall be in breach of the terms of this Agreement save and except putting the Developer in possession thereof for the purpose of Development pursuant to this Agreement. The owner shall at no point of time during the currency of this Agreement try to dispossess the Developer from the said property.

12. The Developer shall develop the said property at their own name and account and their own cost and shall alone be responsible for the development of the said property and neither the owner nor any persons claiming through the owner shall have any right or interest in the Development of the said property.

13. As after the date hereof the Developer shall be deemed to be in possession of the said property and shall be free to do all acts, deeds and things required for development and construction of the said Building at the Developer's own cost and expenses which will be completed within 2 (Two) AND ½ half years from the date of passing of sanctioned building plan alongwith other approvals from the concerned departments and further grace period will be allowed for 6 (six) months from the date of notice of delay.

14. The Developer shall be entitled to develop the said property by constructing thereon multi storied building according to approval of Building Plan granted by the Competent Authority and any other laws are time being in force by the State Govt. or local authorities.

15. The Developer shall be entitled to enter into Agreement for Sale or otherwise allot flats/shops/parking spaces and other tenants whenever required by the Developer, the owner will join as confirm party in all such agreements, sale deeds, deeds of allotment etc. that the Developer may enter into and shall exclusively be entitled to realize all amount receivable under such agreement, sale deeds, deeds of allotment etc. and the Owner shall also be entitled to sell, lease, gift his share of property to the Purchaser or any other person or persons as the Owner thinks fit and proper for such if requires the Builder/Developer, may join as a party in the conveyance deed for the purpose of transferring better title to the purchaser or purchasers.

SHREE DEVELOPERS
Sonal Anand
Partner

Vinashankar Singh

Enil Arun
Ajesh Rajan
12/12/22

16. The Owner agrees and undertakes that he will execute and give an irrevocable (not to cancel until development agreement terminated) General Power of Attorney in favour of the Developer/and/or its nominee or nominees so that no hindrance of obstruction is caused to the Developer in carrying out and discharging its obligations under these presents to have and enjoy peaceful possession of the said property and to do all such acts and/or things that may be necessary for the development planning, construction of the said Multi Storied Building and sale of the Developer Area as well as the owner's Area. It is however expressly agreed and understood between the parties that the aforesaid General Power of Attorney shall be governed by the provisions of this Development Agreement the provisions of the later shall prevail.

17. THE DEVELOPER FURTHER UNDERTAKE

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 workman artisan or invitees or other persons in the property whether in the employment of the Developer or not while in or upon the said property and during the period of construction of the said colony thereon.

THE OWNERS FURTHER UNDERTAKE AND DECLARE THAT:-

- A) The Developer shall have the right to create equitable or otherwise any legal mortgage on the said property including construction thereon, in respect of its entire share, for obtaining loan for itself or for the prospective buyers of flats, etc. in the aforesaid Multistoried Building to be constructed on the said property.
- B) In case there be any defect in the title of the owners 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 owner at the owner's cost and expenses.

18. The Developer shall be entitled to receive and retain all necessary documents 'Original copies' of original of the owner's title to the said property and in such event the Developer undertakes to keep the said title deeds, safe, harmless and

SHREE DEVELOPERS
Enil Arun
Partner

Uma Shankar Singh

Pradeep Arora

Ashok Kumar
12/12/22

unobliterated and the owner will be entitled to inspect and to have the same produced for inspection and take extracts there from whenever required.

19. Upon the delivery of possession of the owner's area by the Developer and subject to the other terms and conditions contained hereinbefore or at such earlier time as may be mutually agreed upon, the owner shall execute and register conveyance/s of Developer's share of the property in favour of the Developer or its nominee/s assign/s including Association of person or Body Corporation etc. In default of the owners executing such transfer/conveyance or such other deed/s as may be deemed necessary by the Developer, in spite of services of notice in writing of 15 days, the Developer shall be entitled to take all steps as may be necessary for executing and registration of all such documents of transfer/conveyance for this purpose of the owners hereby nominate and appoint the Builder/Developer who may be nominated from time to time by the Developer for the said purposes as their true and lawful attorney to act jointly and/or severally to apply for and obtain Income Tax Clearance Certificate, Urban Land Clearance and all other permissions and approvals as may be necessary for and on behalf of and in the name of the owner and also to execute present and admit execution of the said documents of transfer/conveyance before the registration authority and to do all acts, deeds as may be deemed necessary by the Developer in this regard for granting such documents of title to the Developer and/or its nominee.
20. It is agreed that in all transfers/conveyance of land and/or built up area, the purchaser/s, transferee/ shall bear the cost of stamp duty, court fees, and other Registration charges.
21. That the 40% right of top roof will be of First Party / owner and the remaining 60% roof right of top floor will be always belong to the second party/ Builder.
22. In case of any dispute or differences between the parties arising out or relating to this Development Agreement, the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by both the parties and such arbitrations shall be conducted under the provisions of the Arbitration and Reconciliation Act, from time to time.

SHREE DEVELOPERS
Pradeep Arora
Partner

Uma Shankar Singh

Condit

12/21/83

Schedule

All that piece and parcel of homestead land measuring an area 3600 Sq.ft. i.e. 8.25 Decimals, in Mouza Dobo, recorded under Khata no. 145, being Plot No. 983, P.S. Chandil, Thana no. 331, Anchal Chandil, Halka no. 2, District Sub Registry office at Seraikella, Sub Registry office Chandil, District Seraikella Kharsawan, Bounded by:

North : Nij

South : 20'ft. Road

East : Bhagwan Mistri

West : Mithu Yadav;

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove written.

WITNESS

1. OM PRAKASH SINGH S/O LATE YAKIL SINGH
837, B B Jock, SONARI JAMSHED PUR
2. Jitendra Rajak S/o Dukhu Rajak
Gayswari Jm

IDENTIFIED



Certified that the finger prints of left hand of each person whose photograph has been affixed in this document has been obtained by me or before me.

SHREE DEVELOPERS
Condit
Partner

Kanishk
ADVOCATE