



## Government of Jharkhand

### Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 081ba7397f63bf9763b9

Receipt Date : 11-Nov-2020 10:51:14 am

Receipt Amount : 50/-

Amount In Words : Fifty Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : KALYANI CONSTRUCTION AND DEVELOPER

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : KALYANI CONSTRUCTION AND DEVELOPER

Second Party Name : AS APPLICABLE

SRN Number : 2002739712

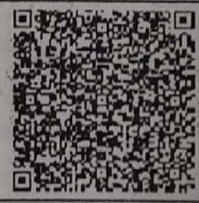
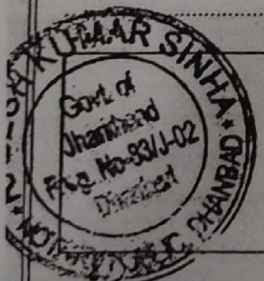
R. K. SINHA  
NOTARY  
DHANBAD

Kalyani Construction And Developer

Partner

Rotha

- This stamp paper can be verified in the jharkhandhan site through receipt number -



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Bijayeta Jha

Susha Ray

Ratibharat

DEVELOPMENT AGREEMENTR. K. SINHA  
NOTARY  
DHANBAD

This deed of Agreement made this day of Wednesday, 11<sup>th</sup> November  
Two Thousand Twenty.

BETWEEN

1. Smt. Bijayeeta Jha , W/o – Sri Durganand Jha by faith Hindu , by caste Barhmin , occupation Housewife resident of Near Shiv Mandir , Samsikhara Munidih , P.O – Kusunda , P.S – Putki and Dist – Dhanbad , in the state of Jharkhand .
2. Smt. Sarit Roy , W/o – Sri Sashi Bushan Rai by faith Hindu , by caste Bhumihar Barhmin , occupation Housewife resident of Near Abhay Sundri Balika Ucchya Vidyalaya , Hirapur , P.O & P.S – Dhanbad , in the state of Jharkhand .
3. Smt. Pratibha Rai , W/o – Sri Dharendra Kumar Rai by faith Hindu , by caste Bhumihar Brahmin occupation Housewife resident of Near Gyan Mukherjee Road , Behind Hari Mandir , Hirapur , P.O & P.S – Dhanbad , in the state of Jharkhand. ( Hereinafter called the Land owner First Party )

Kalyani Construction And Developer

Partner

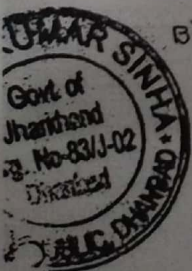
Roshan  
MaceyAND

1. Sri. Ravindra Kumar Ojha , S/o – Late. Dilip Kumar Ojha , by faith Hindu by occupation Business Resident of Kapil Eclave , Kusum Vihar , Saraidhela , Dhanbad , PS – Saraidhela in Distt – Dhanbad in the state of Jharkhand.
2. Sri. Manoj Kumar , S/O – Sri Ram Nagna Singh by faith Hindu by occupation Business Resident of Plot no – 9 D , Co operative Colony ,

Bijayeeta Jha

Sarit Roy

Pratibha Rai



R. K. SINHA  
NOTARY  
DHANBAD

DEVELOPMENT AGREEMENT

This deed of Agreement made this day of Wednesday, 11<sup>th</sup> November.  
Two Thousand Twenty .

BETWEEN

1. Smt. Bijayeeta Jha , W/o – Sri Durganand Jha by faith Hindu , by caste Barhmin , occupation Housewife resident of Near Shiv Mandir , Samsikhara Munidih , P.O – Kusunda , P.S – Putki and Dist – Dhanbad , in the state of Jharkhand .
2. Smt. Sarit Roy , W/o – Sri Sashi Bushan Rai by faith Hindu , by caste Bhumihar Barhmin , occupation Housewife resident of Near Abhay Sundri Balika Ucchya Vidyalaya , Hirapur , P.O & P.S – Dhanbad , in the state of Jharkhand .
3. Smt. Pratibha Rai , W/o – Sri Dharendra Kumar Rai by faith Hindu , by caste Bhumihar Brahmin occupation Housewife resident of Near Gyan Mukherjee Road , Behind Hari Mandir , Hirapur , P.O & P.S – Dhanbad , in the state of Jharkhand . ( Hereinafter called the Land owner First Party )

Kalyani Construction And Developer

Partner

*Manoj*  
*Roha*

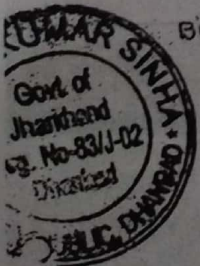
AND

1. Sri. Ravindra Kumar Ojha , S/o – Late. Dilip Kumar Ojha , by faith Hindu by occupation Business Resident of Kapil Eclave , Kusum Vihar , Saraidhela , Dhanbad , PS – Saraidhela in Distt – Dhanbad in the state of Jharkhand .
2. Sri. Manoj Kumar , S/O – Sri Ram Nagna Singh by faith Hindu by occupation Business Resident of Plot no – 9 D , Co operative Colony ,

Bijayeeta Jha

Sarita Roy

Pratibha Rai



Koyla Nagar , ECCL Township Dhanbad , PS- Saraidhela , Distt -  
Dhanbad in the state of Jharkhand.

The jointly Partners KALYANI CONSTRUCTION & DEVELOPER ,  
Office at M.S. Tower , Shop No. 4 , Near Big Bazar , Saraidhela ,  
Dist - Dhanbad. ( Hereinafter called the Builder second party ).

The TERMS " FIRST PARTY " land owner " SECOND PARTY "  
Builder and developers unless repugnant to the subject or context  
or exclusively excluded by shall mean and include their respective  
legal heirs sources , executors , administrator , legal representative  
successor in interest of office and assigns . Whereas the aforesaid  
owners are absolutely sized possess of or otherwise well and  
sufficiently entitled to all property fully described in schedule  
below of agreement , hereinafter referred to as the " said agreement "  
free from all encumbrance whatsoever or howsoever .

Where the owners are covenant that the said property in their  
exclusive possession with absolute right - title and in makeable  
condition and has the right power and absolute authority and title  
to transfer , assign sell the whole or part of the said property .

AND WHEREAS the land owners are interested in getting a  
multistoried residential building complex which will be developed  
and constructed on the schedule property and acquire residential  
build up area in the same as consideration in exchange for the full  
and final value of the land and the building standing thereon .

AND WHEREAS the " land owner " agrees to authorize the  
developer to contract a multistoried building and the developer has  
accepted the schedule land on conversion .

AND WHEREAS the Developer shall with the consent and  
approval of land owner obtain approval from DMC for the plans .

Kalyani Construction And Developer  
Partner

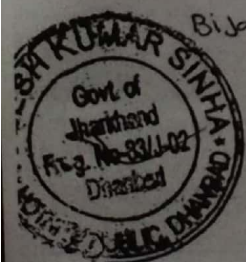
*Money*

*Ratha*

Bijayeeeta Jha

Sawta Ray

Pratibha Ray



AND WHEREAS the " Developer " offered to contract at own cost a multistoried building complex over the said property of the owners , and in lieu of that the valuable consideration the builder shall provide 35% to the land owner two and half year from the date of sanctioning of map.

Now this agreement witness and parties hereto have agreed and declared as follows :

That the land owner has agreed to appoint the developer to construct building over the said premises and right to develop and to sell , transfer and convey the said premises building space , tenements , etc. after paying the consideration mutually agreed upon.

1. That the developer shall proceed expeditiously with the site development and preparation of the multistoried building as per plan on the land mentioned in the schedule land the new building shall be completed within one and half years from the date of sanctioning of the map. This period may be further extended but not more than six months under unavoidable circumstances after sanction of Building PLAN.
2. That the exact measured covered area in excess or below of the area agreed to be given to the owner by developer , the same shall be chargeable , refundable as the case may be at the rate to be mutually agreed between the parties.
3. That it is further agreed and covenant by the Developer that owner of the land shall provide all co-operations while in construction of the proposed multistoried building .
4. That the developer will invite the purchasers who agree to acquire the flat , flats on ownership basis in the said building , The Developer would contract the flats along with the

Kalyani Construction And Developer

Partner

*Mary*  
*Ratha*

*Bijayekta sha*

*Savita Ray*

*Pratibha Ray*



common amenities. That it has been agreed between the parties that the land owner shall be the confirming, necessary party in the agreements which will be executed between the developer and the prospective buyers. Roof of the apartment shall be the property of the builder and Land Owner and he will use the same according to his own requirement.

5. That the Developer gets necessary plans sanctioned from the **DMC ( Dhanbad Municipal Corporation )** and the land owner hereby empowers the Developer to sign any document required for the sanction of the plan. Developer will also take care of mutation, etc.
6. That the land owner hand over the vacant possession of the premises within 15 days from the of agreement. Those on taking possession, the Developer shall develop the premises, draws the plan for construction and shall have the right to book the flats or market to intending purchaser.
7. That the developer shall deemed to be in the possession of the said premises and shall be free to do all acts, deeds and things lawfully required for development by his own cost and expenses. The Developer further undertakes to contract the multistoried building.
8. That the Developer shall be entitled to develop the said property ; by constructing multistoried building and the developer in this discretion may receive and relies the prices in respect of the allotments and sale of such tenements, flats and parking space and appropriate the sale proceeds and transfer the said property on flat thereof from time to time to one or more prospective buyers, co-operative society or bodies.

Kalyani Construction And Developer

Partner

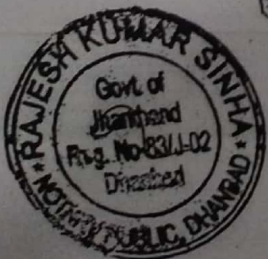
Ratha

Macey

Bijayeta sha

Savita Roy

Pratibha Ray



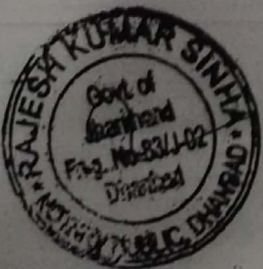
9. That the first party hereby agree that if any prospective purchasers, purchasers desire to take loan advance from any financial institutions for such purpose , and he shall have no objection in this respect.
10. That the land owner will not have any objection liable for any liability whatsoever either in relation to the construction by the developer or will be liable to any outsiders in respect of any act done by the developer with any outsider.
11. That the land owner has agreed to execute any other deed of agreement and deed of Release of power of attorney , if required for the due execution of the development work as agreed upon between the parties.
12. That owner of land shall provide the land of schedule below to the builder and thereafter constructing multistoried building the owner jointly shall have absolute ownership free from all encumbrance 65% of the total covered area on each floor.
13. That as mentioned above , the owner shall have no right over the rest 65% of the constructed area of the land.
14. That it has been also agreed upon by both the parties to this agreement that the owner shall have drawing and sewerage , water connection , etc. in common with other other allottees or occupants of the flat with respect to the owner's share.
15. That the builder shall complete the multistoried building on the lands given by the owner and except providing the land the owners should not provide any kind of money to the builder towards the construction cost.

Kalyani Construction And Developer  
Roha Macey  
Partner

Ribageeta Jha

Savita Ray

Pratibha Ray



16. That the developer shall be entitled to all the area for opens and covered parking Spaces of the said premises and also be entitled to receive the sale proceeds with respect to the same.
17. That it shall be incumbents upon the owner that he shall hand over the schedule land free from all encumbrances, with freely marketable value having perfect right title and it shall also be incumbent upon the owner to remove the defect, if any, with respect to the title of the said land and for which the owner shall be fully liable and responsible.
18. The Second Party Advance paying Rs. 10,00,000/- ( Ten Lakhs only ) on agreement to the First Party against of all the piece and parcel of land measuring 6 Kathas or ( 9.90 Decimal ) in the Deed nos. 4091 and 4090 - Mouza no:- 6, ( Dhaiya ), Khata no. 122, Plot no. 4243.

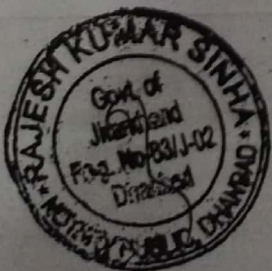
19. If the first party fails (Smt. Sarit Roy, W/o - Sri Sashi Bushan Rai and Smt. Pratibha Rai, W/o - Sri Dharendra Kumar Rai) to pay the amount 10,00,000/- ( Rupees Ten Lakhs Only ) to the second party then the amount will be adjusted at the rate of construction cost, i.e. Rs. 1000/- per square feet.

20. If the any expenditure liability payable of Sarita Rai & Pratibha Rai ( First Party . )

*A PAYMENT will be on refundable basis if at all fail then amount will be adjusted a*

That the land owner hereby declares:-

1. That the area of the said land measuring 6 kathas or 9.91 decimals in deed no. 2993, Plot no. 4243, Mouza No. 06, Mouza : Dhaiya, Khata No. 122 situated in karmic nagar, Dhanbad.
2. That the area of the said land measuring 3 kathas or 4.95 decimals in deed no. 4091, Plot no. 4243, Mouza No. 06,



Bilayecta Jha

Sarita Ray

Pratibha Ray

Kalyani Construction And Developer

Partner

*Roha Maury*



Mouza : Dhaiya, Khata No. 122 situated in karmic nagar, Dhanbad.

3. That the area of the said land measuring 3 kathas or 4.95 decimals in deed no. 4090, Plot no. 4243, Mouza No. 06, Mouza : Dhaiya, Khata No. 122 situated in karmic nagar, Dhanbad.

That the property is free hold land and the owner has perfect title to the same free from all encumbrances. That the owner has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, leases, trust, assessment right, gift, lien, leave license

Permission, rent, possession charge inheritance or any other encumbrances whatsoever.

That it is agreed that in all transfer conveyance of land or build up area, the purchaser transferee shall bear the cost of stamp duty and other registration or legal changes.

That in case any dispute or difference occur between the parties the same shall be referred to the Arbitrator and the provision of Arbitration Act 1996 shall apply.

That the land owner after entering into the agreement shall not do any act deed of thing whereby the construction or development of the said premises is in any term and condition aforesaid land hereby agrees that the construction shall be done by the only and no one else.

The Developers shall in the course of erection land completion of the said building do all lawful act thinks required and perform the work in conformity in all respects with the bye laws. against the law the builder

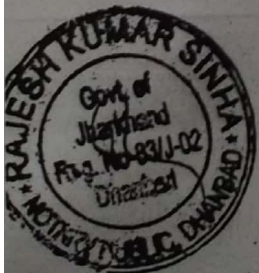
Bijayeta Jha

Santa Ray

Pratikha Ray

Kalyani Construction And Developer

Roshan Maurya Partner



shall do anything the owner of the land should not be responsible for any out of Dhanbad Municipal corporation law.

**SCHEDULE; DEFINITION**

a) Owner or land owner

shall mean Smt. Bijayeeta Jha w/o Sir Durganand Jha SMT. Sarita Rai w/o Sir Sashi Bushan Rai and Smt Pratibha Rai w/o Sir Dharendra Kumar Rai his Respected legel heirs, executor, administrators, legal Representative and assigns .

b) Developer

shall mean **Kalyani Construction & Developer** Dhanbad and its Successors and assigns.

c) Purchaser

shall mean and included their legal heirs administrator Legal heirs and assign.

d) Building

shall mean multistoried building construction of flat , car parking space and other construction for Common use area 12 kathas.

e) Flat

shall mean constructed area or space in the building Intended to be built up and or constructed area Capable of being occupied and enjoyed independently.

f) Plan

The said unit of flats also mean to room space and the other space and all fittings and fixtures in the said

Kalyani Construction And Developer  
Partner  
Rajesh Maurya

Bijayeeta Jha

Saurabh Ray

Pratibha Ray



space, plan shall mean the plain elevation Designs drawing of the building as sanctioned by the DMC Dhanbad .

g) Transfer shall included transfer by delivery of possession or by other means adopted for effecting what is understood as a transfer of a unit in multi in- stories building to the purchaser thereof.

h) Transferee or shall means on whose behalf the flat or unit is being construct purchasers.

**SCHEDULE PREMISES**

1. Smt. Bijayeeta jha W/o Sir Durganand Jha by faith HINDU BY caste Brahmin occupation Housewife resident of near shiv Mandir, Samsikhara Munidih, P.O. Kusunda , P.S. Putki, and Dist. Dhanbad, Jharkand .

The entire piece and the parcel of land measuring in the Deed no . 2993, Mouza No. 06, Khata no. 122, Plot no. ; 4243, AREA OF 6 Kathas or 9.91 decimal situation in Karmik Nager, Dhanbad And which is butted and bounded as follows:-

Kalyani Construction And Developer  
Partner  
Rohan Macey

Bijayeeta jha

Saruta Ray

Pratibha Ray



✓

✓

✓

North : 30 ft Wide Road

South : Part of same plot

East : Plot no. 4272 & 4273 (Apartment Constructed)

West : Plot of same plot 4243 (Smt. Sarita Rai)

R. K. SINHA  
NOTARY  
DHANBAD

2. Smt. Sarita Rai, W/o Sir BUSHAN Rai by faith Hindu, by cast Bhumihar Brahmin occupation Housewife resident of Near Abhay Sundri Balika Ucchya Vidyalaya, Hirapur, P.O. & P.S. Dhanbad, and Dist. Dhanbad, Jharkhand

The entire piece and the parcel of land measuring in the Deed no. 4091, Mouza No. 06, Khata no. 122, Plotno. :4243,, Area of 3 Kathas or 4.95 decimal situated in Karmik Nager, Dhanbad and which is butted and bounded as follow:-

North : 30ft Wide Road

South : Part of same plot

East : Part of same plot (Smt. Bijayeeta Jha)

West.: Part of same plot 4243 (Smt. Pratibha Rai)

3. Smt. Pratibha Rai, W/o Sir Dhirender Kumar Rai by faith Hindu, by cast Bhumihar Brahmin occupation Housewife resident of Near Gyan Mukherjee Roat, Behind Hari Mandir, Hirapur, P.O & P.S. Dhanbad, and Dist. Dhanbad, Jharkhand.

The entire piece and the parcel of land measuring in the Deed no. 4090, Mouza NO. 06, Khata no. 122, Plot No.:4243, Area of 3 Kathas or 4.95

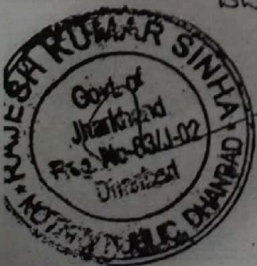
Bijayeeta Jha

Santa Ray

Pratibha Ray

Kalyani Construction And Developer

Roshni Maury  
Partner



decimal situated in Karmik Nager , Dhanbad and which is butted and bounded as follows:-

North : 30 ft Wide Road

South: Part of same plot

East : Part of same plot 4243 (Smt. Sarita Rai )

West: Part of same plot 4243

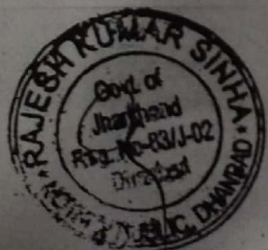
**Specification:-**

- Structure : RCC frame structure with brickwork in cement mortar as per design & Specification .
- Elevation : A unique blend of original & modern architecture.
- Flooring : ceramic tiles flooring (size-2'-0"x2'-0")
- Walls : all internal wall cement plastered with plaster of pairs , all external wall of Snocem finish.
- Doors : Doors frames of wood , shutters will be 32mm thick flush shutter, painted with a coat of primer with steel fitting .
- Windows : Aluminum Section
- Electrical : (a) Concealed P . V . C circuit wiring using copper conductors with standard Quality. Anchor, ( Electrical accessories fixture not included) .  
(b) All election switches and accessories of standard make. Anchor,
- Kitchen : (a) Flooring - ceramic title flooring ( size-2'-0"x 2'-0") .

Kalyani Construction And Developer

Partner

Roshni Maurya



Bhagyeeeta Jha Sarita Roy Pratibha Ray

✓

✓

✓

(b) WORKING Platform - Green marble with steel sink .

(c) Dado - 18" high white glazed tiles .

Bathrooms : (a) Flooring - ceramic tile flooring (size-2'-0" x2'-0").

(b) Dado - Glazed white tile up to 7 ft. height .

(c) Fitting - All C.P. fitting will be of standard make & chromium plated .

(d) Sanitary ware - White glazed vitreous sanitary ware and only cistern Will be acrylic fiber glass in white colour. ( Hind were , Marc , Essco )

#### Facilities :-

Stair : One stair for general use.

Lift : Lift zoom up zoom down to your floor . ( Sparx Elevators )

Generator : Standby generator goes in action if there is power failure on extra Cost. ( Kirloskar & Mahindra ).

Parking : As per agreement.

Hot water arrangement : Hot water supply in both the bathroom .

Water supply : 24 hour water supply form deep boring tube well .

Electricity : Electric connection & separate transformer for the Apartment on extra cost .

Kalyani Construction And Developer

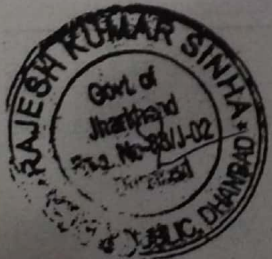
Partner

Rohita Macey

Bijayeeeta sha

Sarita Ray

Pratikha Ray



R. K. SINHA  
NOTARY  
DHANBAD

Witnesses

Executants

- 1.
- 2. *Sumit Kumar Singh*  
Vir Kunwar Singh Nagar,  
Saraidhela, Dhanbad

- 1. *Bijayeeta Jha*
- 2. *Sarita Ray*
- 3. *Pratishad Ray*  
(Land owner First Party)

- 1.
- 2. Kalyani Construction And Developer  
*Rohit* Partner  
*Mammy*  
Builder (developers)

*[Signature]*  
18/11/2020

R. K. SINHA  
NOTARY  
DHANBAD

Identified by  
*[Signature]*  
18/11/2020  
(or *[Signature]* Adr De)



Authorised  
u/s 297 (i) (c) of the Cr. P.C. 1973  
(Act No 11 of 1974) & u/s (8) (i)  
of the Notaries Act 1952  
(Act No 53 of 1952)