



Anup Kr Shaw
Notary Public
Dhanbad

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 5584ffd38a3078ec7122

Receipt Date : 12-Aug-2021 06:29:53 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : MAA GAURI ENTERPRISES

Purpose of stamp duty paid : DEVLOPMENT AGREEMENT

First Party Name : MAA GAURI ENTERPRISES

Second Party Name : AS APPLICABLE

GRN Number : 2106960879

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

Mithilesh
Kumar
15/08/21
रस्ता सिंह

मीरा देवी



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 दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



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Anup Ki Shaw
Notary Public
Dhanbad

DEVELOPMENT AGREEMENT

This development agreement is made and executed at Dhanbad on this the day of August 2021 by and between

(1) **Mrs. Rekha Singh**, W/o- Sri Dharmendra Kumar Singh (2) **Mrs. Mira Devi**, W/o- Sri Girish Singh both by faith- Hindu, by Caste- Rajput/ Kshatriya, Category- General, by occupation- self employed/ homemaker, Resident of- Chasnalla South Colony, P.O.- Chasnalla, P.S.- Patherdih, Dist – Dhanbad, Jharkhand herein after jointly and individually called and referred as **LAND OWNERS** which expression shall unless excluded by or repugnant to the subject or context be deemed to include their successors, legal heirs, executors, administrators, representative, assigns etc. of the

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FIRST PARTY

AND

M/s Maa Gauri Enterprises, a Proprietorship Firm having its Office at Babudih, B. Polytechnic, P.o., P.S. & Dist- Dhanbad, Jharkhand represented through its Proprietor **Mr. Mithilesh Kumar**, S/o- Sri Kaleshwar Yadav, by faith- Hindu, by Caste- Kshatriya, Category- General, by occupation Business, Resident of Babudih, B.Polytechnic, P.O., P.S. & Dist- Dhanbad (Jharkhand), hereinafter called and referred to as the **DEVELOPER** which expression shall mean and include its successors, legal heirs, representative and permitted assigns of the

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SECOND PARTY



Mithilesh Kumar
15/08/21

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WHEREAS a piece and parcel of raiyati land situated within District- Dhanbad under Mouza- Sabalpur, Mouza No.- 11, Ward No. 28, Khata No.- 37, Plot No.- 263, Area- 4.95 Decimals purchased by first party No. 1 namely Mrs. Rekha Singh by virtue of Registered Sale Deed No. 5178 dated 23.06.2015 which is recorded and entered in Book No. I, Vol. 253, Page Nos. 307 to 332, Deed No. 6015/5178 year 2015 dated 23.06.2015 at Sub-registry Office Dhanbad. After purchasing the said land, the owner has peaceful and undisturbed possession thereon and she mutated her name in Circle office Dhanbad under Mutation Case No. 1749 (ii)/ 2015-16 dated 20.11.2015, paying rent under Jamabandi No. 1598 to the land lord the State of Jharkhand and her name is entered in Online Panji- II in Page No. 397.

Mithilesh Kumar
15/08/21

AND WHEREAS a piece and parcel of raiyati land situated within District- Dhanbad under Mouza- Sabalpur, Mouza No.- 11, Ward No. 28, Khata No.- 37, Plot No.- 263, Area- 7.42 Decimals purchased by first party No. 2 namely Mrs. Mira Devi by virtue of Registered Sale Deed No. 5176 dated 23.06.2015 which is recorded and entered in Book No. I, Vol. 253, Page Nos. 207 to 232, Deed No. 6013/5176 year 2015 dated 23.06.2015 at Sub-registry Office Dhanbad. After purchasing the said land, the owner has peaceful and undisturbed possession thereon and she mutated her name in Circle office Dhanbad under Mutation Case No. 1762 (ii)/ 2015-16 dated 20.11.2015. She has been paying rent under Jamabandi No. 1596 to the land lord the State of Jharkhand and her name is entered in Online Panji- II in Page No. 398.



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And Whereas, the total area of the land owner is 12.37 Decimals. They have peaceful and absolute undisturbed possession over own share of land with legal right, title and interest. The first party are covenant that the said property is in exclusive possession with absolute right, title and is in marketable condition and has the rightful power and absolute authority and title to transfer, assign sell the whole or part of the said property.

AND WHEREAS the first party offered the Second party/ developer to construct and develop a multi-storied residential building complex on their scheduled land.

AND WHEREAS, the Developer has agreed and he is ready to construct a multi-storied building on the scheduled land on conversion and the same has been accepted by the owners.

AND WHEREAS the "Developer" offered to construct at own cost a multi-storied building complex over the said property within 3 years from the date of approval of plan from MADA and in lieu same the Developer shall provide 30% of Constructed Building Area on each floor to the land owner as consideration value and the remaining 70% of constructed building area shall belong to the Second Party as exclusive rightful owner. The First party will distribute the allocated area amongst themselves according to their proportionate share on their mutual terms.

Mithilesh Kymalay
15/08/21



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NOW THIS AGREEMENT WITNESS AND PARTIES HERETO HAVE AGREED AND DECLARED AS FOLLOWS:-

1. That, the land owner has agreed to appoint the developer to construct building over the said premises and they have given right to develop the said premises and to prepare building space. The developer will develop the said premises with own cost, liability and responsibility.
2. That, the developer shall proceed expeditiously with the site development and preparation of the multi-storied building as per plan on the land mentioned in the scheduled land. The new building construction shall be completed within 36 months from the date of sanction of MADA PLAN. This period may be further extended for unseen and unavoidable circumstances beyond the control of the Second Party, Act of God, force majeure, pandemic etc.
3. That, it is further agreed and convent by the Developer that owners of the land shall provide all co-operation while in construction of the proposed Multi-storied building and the owners shall hand over the vacant possession of the land site within a fortnight of executing this instrument.
4. That, the developer will have all the right and liberty to invite the purchasers who agree to acquire the flat on ownership basis in the said building.

Mithlesh Kysora
15/08/21



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5. That, it has been agreed between the parties that the land owner will not have any objection in the agreement which will be executed between the developer and the prospective buyers of Developer's share i.e. 70%.
6. That, the developer will get necessary plans sanctioned from "MADA" or competent authority and the land owner hereby empowers the Developer to sign documents required for the sanction of the plan.
7. That, on taking possession, the Developer shall develop the premises, draw the plan for construction and shall have the right to book the Flat /Constructed Area with common amenities to intending purchaser of own share without any permission of the First Party.
8. 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 at his own cost and expenses.
9. That, the Developer shall be entitled to develop the said property by construction of multi-storied building. The developer in this direction may receive and realize 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 of Flat thereof from time to time to one or more prospective buyers, co-operative society or bodies etc.

Mithilesh Kumar
15/08/21



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10. That, the first party hereby agrees if any prospective purchaser(s), desire to take loan advance from any financial institutions for such purpose, they shall not raise any objection in this respect.
11. That, the land owners will not have any objection and/or liability whatsoever either in relation to the construction by the Developer in respect of any act done by the developer with any third party lawfully.
12. That, the land owners have agreed to execute an irrevocable Power of Attorney in favour of Developer for the purpose of signing and/or executing all the applications, proceedings, plans etc., to obtain necessary approval from various authority in connection with the development to be submitted by the developer on behalf of the owner to the competent authorities and/or execute Sale Deed, other deeds and agreements for its own Developer's share.
13. That, owners of land will provide the land of schedule below to the builder and after constructing of multi-storied building thereon the land owners jointly shall have absolute ownership free from all encumbrance over the 30% of the total build up area along with common facilities and other common area.

Mishilesh Khyasani
15/08/21

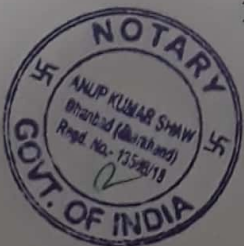


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14. That, as mentioned above, the land owners shall have no right over the rest 70% of the constructed area of the land. The developer shall solely be entitled to book and sale the flats and other area and to receive the payment in lieu of sale booking of the proposed building.
15. That, the Developers shall complete the multi-storied building on the lands given by the power and save and except providing the land the owners should not provide any kind of money to the builder towards the construction cost, any incidental charges, any launching charge/ expenses, any cost of drawing of plan or approval of plan and the developer will be responsible for all the payment of labour, material, suppliers, staff, employee or other payment whatsoever, the owner will not be held liable and responsible for any payment, cost or expenses.
16. That, the Developer shall be entitled to 70% of constructed area and open/ covered parking spaces of the said premises and also be entitled to receive the sale proceeds with respect to the same.
17. That, the owner shall be at liberty to sell, mortgage, lease/or let out the whole or any part and in any manner of their allotted share of 30% of the total constructed area.

Mithilesh Kumar
12/80/21
15/08/21



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18. That, it shall be incumbent upon the owner that they shall hand over the scheduled land free from all encumbrance with freely marketable value having perfect right title to the Developer. The land owner further undertakes that there is no any title defect upon the land and no any case is pending upon the schedule land and they are absolute and exclusive owner of their share of land. If due to any defect, the construction work be hindered then the land owners shall pay the entire expenses, investment and indemnify the Developer according to the market value of the construction.
19. That, the developer undertakes to obtain all the required license, sanctions, clearance for the development/ construction of the building with own cost and responsibility and further undertake that he will construct the area as per approval plan of MADA following all the government rules and act.
20. That, in case any dispute or difference occur between the parties the same shall be referred to the Arbitrator and the provisions of Arbitration Act 1996 shall apply.
21. That, the land owners after entering into the agreement shall not do any act, deed or thing whereby the construction or development of the said premises is hindered or impeded in any way.

Mithilesh Kumar
15/08/21



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Particulars of Construction/Specification:

Construction to be made and equipment, fitting and fixture to be installed and provided in the building shall be installed and providing in the building shall be new and of standard mark and of good quality like ISI, ISO etc. and according to the plans and device of the architect including the following.

FOUNDATION	: As per design of Architect under Govt. Norms and Rule.
STRUCTURE	: R.C.C. 1:2:4 C.C.
ROOF SLABS	: R.C.C.
FLOORING	: Floor tiles
DOORS	: Wood frame with Flush Door water proof pix door in every room and PVC door with from in toilet.
WINDOWS	: Steel frame.
TOILET	: Tiles with modern sanitary ware.
KITCHEN	: Granite top booking platform with glazed tiles, floors, tiles.
INTERIOR FINISHING	: Plaster of Paris/ Wall putty coating.
EXTERIOR FINISHING	: Paints.
WATER SUPPLY	: 24 hours water supply from own deep tube well boring through overhead tank.
ELECTRICITY	: Electric Connection with short line wire and Electric supply.
ELECTRICAL	: Concealed P.V.C. wiring.
LIFT	: 5-6 persons capacity

Mithilesh Khyoran
15/08/21



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THE COMMON PORTION

- a. Staircases on all the floors of the proposed building.
- b. Staircase and lift landing on all the floor of the proposed building.
- c. The common path, passage and area in the land comprised in the said premises proposed building including the beams, foundation and support of the proposed building.
- d. Driveway and lobby in the ground floor or basement of the proposed building (save and except the car parking spaces demarcated by the Developer therein and/or the open land at the said premises).
- e. Boundary walls and the main gate of the said premises.
- f. Drainage and the sewerage line and connection.
- g. All electric connections, installations, wings, meters and fittings (excluding those that are installed within the exclusive area of the flats, shops & office space in the proposed building and exclusively meant for its use).

Mithilesh Kumar
15/08/21



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- h. Water pump/ tube well and its installation, pump room water reservoir, water tanks and all common installation for carriage of water (save and except those as are within any flat, shop or office for its exclusive use) in and/or in respect of the proposed building.
- i. Lift and its installation, lift room and the lift machine room in the proposed building.
- j. such other common areas, paths, equipments, installation, fittings and fixtures in or about the land comprised in the said premises and in the proposed building as are necessary for the user in common between the proprietor/owner from time to time expressly excluding the roof and parking area in the basement of the proposed building.
- k. Fire extinguisher shall be installed on a report of expert and members of the proposed building shall be trained accordingly initially.

Mithlesh Khosla
12/08/21



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SCHEDULE DEFINITION

- a) Owner or land owner : Shall mean First Part of this agreement and/or their respective legal heirs, executors, administrators, legal representative and assigns.
- b) Developer : Shall mean M/s Maa Gauri Enterprises and its proprietor, legal heirs, executors, administrators, legal representative and assigns.
- c) Purchaser : Shall mean any purchaser of the constructed area and include their legal heirs, administrators, legal heirs and assign.
- d) Building : Shall mean multi-storied building constructing of flats space and other construction for common use as per sanction plan of MADA
- 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. The said unit of flat shall also mean the room space and or other space and all fitting and fixture in the said space which used to be residential.

Mitlesh Kishore
15/08/21



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- f) Plan : Plan shall mean the plan, elevation, designs, drawing of the building as sanctioned by the MADA, Dhanbad.
- g) Transfer : Shall include transfer by delivery of possession or by others means adopted for effecting what is understood as a transfer of a unit in multi-storied building to the purchaser thereof.

In witnesses whereof, the parties have understood each and all terms and conditions mentioned in simple Hindi according to their negotiation and put their signature freely without undue influence, force, compulsion and coercion at Dhanbad.

WITNESSES :

- | | |
|---|----------------|
| 1. अमर प्रकाश कुमार
पिता - धोत्रम माधव | 1. रेश्मा सिंद |
| 2. सहयोगी नगर में II
- धानबाद | 2. मीरा देवी |

LAND OWNER/FIRST PARTY

Mithilesh Kumar 15/08/21

DEVELOPER/SECOND PARTY

Identified by
S.K. Ravi
15/09/2021



NOTARY
DHANBAD

Authorised
U/S 297 (1)(C) of the Cr.P.C. 1977
Act No 11 of 1974) & u/s (8) (i)
Act No 53 of 1952)

[Signature]
03.09.2021