



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : da19525399c518e0ab45

Receipt Date : 02-Jul-2022 12:51:12 pm

Receipt Amount : 50/-

Amount In Words : Fifty Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : SMT DOLI SINGH AND SMT SONAM BHARTI

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : MS SHRESTH DEVELOPER

Second Party Name : SMT DOLI SINGH AND SMT SONAM BHARTI

GRN Number : 2211953642

*Doli Singh*  
*Sonam Bharti*  
*Sonam*  
*Sonam*

**NOTARY  
DHANBAD**

This stamp paper can be verified in the jharkhand government website 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

समाद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कोपी 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।

Sl. No. 21 Dt. 02 JUL 2022



Doli Singh  
Nageshwar Singh  
Sri Pappu

**DEVELOPMENT AGREEMENT**

This deed of Agreement made this 02 day of June, Two thousand Twenty, BETWEEN :

1.SMT. DOLI SINGH (Adhar No.xxxx xxxx 1941) wife of Sri Pappu Kumar Singh, by faith Hindu, by Category General, by occupation Housewife, resident of Gopalpur, P.S. Katras Bazar, District Dhanbad, Jharkhand-828114, 2.SMT. SONAM BHARTI (Adhar No.xxxx xxxx 7583) D/o Sunil Burnwal, by faith Hindu, by Category OBC, by occupation Housewife, resident of Khas Chakai, Tola Khas Chakai, Chakai, Jamui, Bihar-811303 (Hereinafter called Landlord, First Party).

**AND**

M/S. SHRESTH DEVELOPER A proprietorship represented by its Proprietor SRI PAPPU KUMAR SINGH (Adhar No.xxxx xxxx 8520) son of Nageshwar Singh, by faith Hindu, by Category General, by occupation Business, resident of Gopalpur, P.S. Katras Bazar, District Dhanbad, at present residing at Astha Twin Tower, First Floor, Near Big Bazar, Saraidhela, District Dhanbad, which expression shall unless repugnant to the context shall deem to mean and include their (Hereinafter called Developers or Builder, Second Party).



DOLI SINGH  
Sonam Babbarhi  
S. S.

-2-

WHEREAS the land which is morefully described in the schedule below, purchased by vide regd. sale deed No.1159 dated 03.03.2021, from Paresh Mandal and others, in favour of Smt. Doli Singh and others (The First Party), registered at Dhanbad registry office.

The terms "first party" land owner, "second party" Builder or Developer unless repugnant to the subject of 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 this deed of agreement, hereinafter referred to the said agreement free from all encumbrance whatsoever or howsoever.

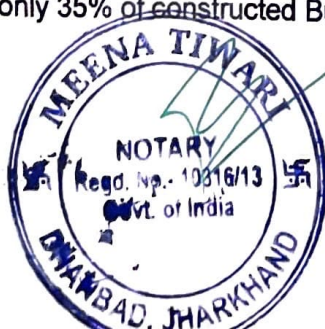
AND WHEREAS the owners are covenant that the said property is in exclusive possession with absolute right, title and is in marketable condition and has the rightful power and absolute authority and title to transfer, assign sell the whole or part of the said property.

AND WHEREAS the land owners are interested in getting a multi storied residential/Commercial building complex which will be developed and constructed on the schedule property and acquire residential/Commercial built 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 owners" agree to authorize the developer to construct a multi storied building on the schedule land on conversion and the same has been accepted by the Developer.

AND WHEREAS the Developer will with the consent and approval of land owner obtain approval from "MADA"/ NAGAR NIGAM for the plans.

AND WHEREAS the "Developer" offered to construct at own cost a multi storied building Complex over the said property of the owners, and in lieu of that the valuable consideration the builder shall provide only 35% of constructed Building On Every Floor (Each Floor).



Abli Singh  
Suman Bhanthi  
S. S. S.

-3-

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 right to develop and to sell, transfer and convey the said premises and to prepare building space, tenements etc. after paying the consideration mutually agreed upon.
2. 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 Two and half years from the date of sanction of MADA/NAGAR NIGAM PLAN this period may be further extended but not more than half year under unavoidable circumstances.
3. 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.
4. That if 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.
5. That, the developer will invite the purchasers who agree to acquire the FLAT/SHOP/OFFICE on ownership basis in the said building. The developer would construct the Flats/Shop/office along with the common amenities. That it has been agreed between the parties that the land owner will not have any objection in the agreements which will be executed between the developer and the prospective buyers.
6. That the Developer will get necessary plans sanctioned from 'MADA/NAGAR NIGAM and the land owner hereby empowers the Developer to sign any documents required for the sanction of the plan. Developer will also take cure of mutation etc.



Aoli Singh  
Sonam Bhardi  
R. S.

-4-

7. That the land owner will hand over the vacant possession of the premises within One Month from the date of agreement. That on taking possession, the Developer shall develop the premises, draw the plan for construction and shall have the right to book the Flat/Shop/Office to intending purchaser.
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 by his own cost and expenses. The Developer further undertakes to construct the multi storied building.
9. That the Developer shall be entitled to develop the said property by constructing multi storied building and the developer in this direction may receive and realize the prices in respect of the allotments and sale of such tenements, flats/shop/office 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.
10. That the first party hereby agrees if any prospective purchaser, purchasers desire to take loan advance from any financial institutions for such purpose, he shall have no objection in this respect.
11. 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 not be liable to any outsider in respect of any act done by the developer with any outsider.
12. That the land owner has agreed to execute any other deed of agreement or deed of release of power of attorney, if required for the due execution of the development work as agreed upon between the parties.
13. That owners of land will provide the land of schedule below to the builder and therefore after constructing multi storied building the owner jointly shall have absolute ownership free from all encumbrances of 35% of the total cover area.



Aoli Singh

Sonam Bhanthi

Sunil

-5-

That it has been agreed upon that after obtaining the sanctioned plan for construction of the proposed multi storied building/complex and prior that start the construction work for the same.

14. That, as mentioned above, the owner shall have no right over the rest 65% of the constructed area of the land.
15. That, it has been also agreed upon by both the parties to this agreement that the owner shall have drawings and sewerage, water connection, etc. in common with other allottees or occupants of the Flat/Shop/Office with respect to the owner's share.
16. That, the builder shall complete the multistoried building on the lands given by the power and except providing the land the owners should not provide any kind of money to the builder towards the construction cost.
17. That, the Developer shall be entitled to all the area for open and covered parking spaces of the said premises and also be entitled to receive the sale proceeds with respect to the same.
18. That, the developer/Promoter hereby agrees and undertakes that 40% total constructed area and service area inclusive of common area as described in the agreement.
19. That, the owner shall be at liberty to sell mortgage lease or let out the whole or any part and in any manner his exclusive share 35% of the total constructed area over which the developers promoters or any co-sharer shall raise no objection with respect to the said Only 35% of the owners allocation.
20. That, it shall be incumbent 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.
21. That, the land owner hereby declares :-
  - a) That the total area of the said land 25.19 decimals.
  - b) That the property is free hold land and the owner has perfect title to the same free from all encumbrances.



Aoli Singh

Sonaam Bhardi

for & by

-6-

- c) That the owner has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment right, gift, lien, leave licence permission, lrent, possession, charge inheritance or any other encumbrances what so ever.
22. That, it is agreed that in all transfer, conveyance of land or built up area, the purchaser, transferee shall bear the cost of stamp duty and there registration or legal changes.
23. That, in case any dispute or differences occur between the parties the same shall be referred to the Arbitrator and the provisions of Arbitration act 1996 shall apply.
24. That, the land owners 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 way hindered or impeded with nor shall in any way commit breach of any term and condition aforesaid and hereby agrees that the construction shall be done by the only and no one else.
25. That Developer shall in the course of refection and completion of the said building do all lawful acts things required by and perform the works in conformity in all respects with the bye laws. Against the law the builder shall not do anything. The owners of the land should not be responsible for any out of MADA/NAGAR NIGAM law.
26. That if any disputes in said land, land owners is fully responsible of that matter.
27. That, power of attorney given to builder by land lord within a week after this agreement.
28. You have to pay G.S.T. if applicable.
29. **Particulars of construction/Specification** : Construct 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 and according to the plans and device of the architect including the following.

FOUNDATION  
STRUCTURE

: As per design of architect.  
: R.C.C. framed structure



Doli Singh

Sonam Bharti

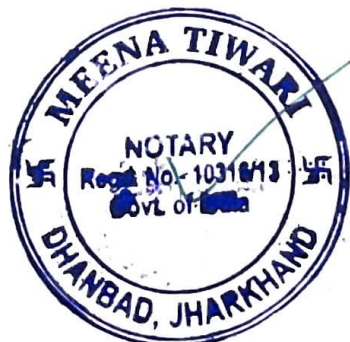
[Signature]

-7-

ROOF SLABS : R.C.C.  
FLOORING : Floor Tiles (Size 24"x24")  
DOORS : Wood frame with Flush Door.  
WINDOWS : Steel frame with fully glazed.  
TOILET : 6'-0" high glazed tiles with modern sanitary ware and tiles.  
KITCHEN : Green-Granite top cooking platform with 3'-0" high glazed tiles, floors:- Tiles.  
INTERIOR FINISHING : Plaster of Paris.  
EXTERIOR FINISHING : Paints (Weather Coat)  
WATER SUPPLY : 24 hours water supply from own deep tube well boring through overhead tank.  
ELECTRICITY : Electric supply have J.S.E.B. on extra cost and Installation of Individual Electric Meter, Generator & Transformer will be at extra cost.

**SCHEDULE DEFINITION :-**

- a) Owner or land owner : Shall mean 1.SMT. DOLI SINGH and 2.SMT. SONAM BHARTI respective legal representative and assigns.
- b) Developer : Shall mean M/S. SHRESTH DEVELOPER and its successors and assigns.
- c) Purchaser : Shall mean and include their legal heirs, administrators, legal heirs and assign.





Aoli Singh

Sonam Baharti

for in S

-8-

- d) Building : Shall mean multistoried building constructing of flats/shop/office space and other construction for common use area of 3600 Sqft.
- 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.
- That said unit of flat shall also mean the room space and or other space and all fittings and fixtures in the said space.
- f) Plan : Plan shall mean the plan, elevation, designs, drawing of the building as sanctioned by the MADA/NAGAR NIGAM, Dhanbad.
- g) Transfer : Shall include transfezr by deliveary 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.
- h) Transferee or purchaser: Shall mean on whose behalf the flat or unit is construct.



Doli Singh

Sonam Bharti

*[Signature]*

**SCHEDULE**

All that piece and parcel of Raiyati land situated in Mouza Kolakussma, P.S. Saraidhela, sub Division and District sub registry office and District Dhanbad, Mouza No.12, New Khata No.383 (Khata No.95), New Plot No.1984 (Plot No.723), area 4.95 dec., New Plot No.1986 (Plot No.723), area 2.06 dec. and New Plot No.1988 (Plot No.724), area 18.18 dec. Total three new Plots, total area 25.19 decimals of land, which is Butted and bounded as follows :

North : New Plot No.1888 and 1984 (Part).

South : New Plot No.1989.

East : Road.

West : New Plot No.1987, 1986 & 1984 (Part).

WITNESSES :

EXECUTANTS

Doli Singh  
Sonam Bharti  
OWNER FIRST PARTY

*[Signature]*  
DEVELOPER

IDENTIFIED BY

*[Signature]*  
ADVOCATE. *[Signature]*  
02/07/2022



*[Signature]*  
**ATTESTED**  
**NOTARY DHANBAD**  
Authorised.  
U/S (3) (1) (a) of the Notaries  
Act 1952 (Act No. 53 of 1952)