



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : bcf9a9472de4c8d16704

Receipt Date : 03-May-2022 12:28:27 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 : RAMSON TECH

Purpose of stamp duty paid : AGREEMENT

First Party Name : RAMSON TECH

Second Party Name : AS APPLICABLE

GRN Number : 2211104925

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

Clauj Singh
03/5/22

RAMSON TECH
[Signature]
23/5/22
Partner



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।

THIS DEVELOPMENT AGREEMENT is made and executed on this the 03 day of May, 2022 (Two Thousand Twenty Two) By and Between


Sri MANOJ KUMAR SINHA, S/o. Late Krishna Mohan Sinha, by faith Hindu, by caste Kayastha, Category General, by occupation – Advocacy, resident of Bastacolla, Jharia, Dist. – Dhanbad (Jharkhand), hereinafter called the OWNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, administrators, executors, legal representatives and assigns) of the FIRST PART.

AND

Ramson Tech having its office at Ramson Arcade, Shastri Nagar, P.O. Dhanbad, P.S. Bank More, Dist, - Dhanbad (Jharkhand), represented herein through its partner, Binay Kumar Singh, S/o Late Ram Nath Singh by faith Hindu, by occupation Builder / Developer hereinafter called the DEVELOPERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, executors, legal representatives and assigns) of the SECOND PART.

AND WHEREAS the Land Owner acquired the piece of land by virtue of registered Sale Deed bearing No.- 13197, dated 15.10.2008 executed at Dhanbad Sub- Registry Office in the name of the deceased father of the owner aforesaid from the rightful owner in possession of the land situated within Mouza Pandarpala, Mouza no. 4 under khata no. – 49 (Old) & 601 (New) bearing Plot no. – 301 (Old) & 253 (New), measuring an area 8.25 Decimals and after getting mutated in a regular mutation proceeding.

Manoj Sinha
05/3/22

RAMSON TECH

Partner

It would be pertinent to mention here that, all the Raiyati piece of land referred herein above measuring 8025 Dec. (morefully described in Schedule-A hereunder).

AND WHEREAS the said owner desirous to develop the property as described and detailed in the Schedule (hereinafter called and referred to as "the said land") by constructing multistoried building for commercial as well as residential purpose complex having and subsequently to transfer the different portion i.e. Commercial space and Flat with car parking thereof to the desirous person by way of sale.

AND WHEREAS the developer after coming to know about the said intention of the Owner approached to appoint them as developer as intended by which the Owner agreed and consented for the same on the terms and conditions hereinafter appearing.

AND WHEREAS the aforesaid developer company offered to construct at their own cost entire building complex on the land of the owner described in Schedule (hereinafter called and referred to as "Building") and to give a part of the constructed total built up area i.e. 12240 Sqft. and super built up area i.e. 14687 Sqft. of the one residential accommodation in the constructed apartment to the Owner as pre mutual consent of Owner and Developer.

NOW THIS AGREEMENT WITNESS AND PARTIES HERETO AREA CONVENANT TO EACH OTHER AS FOLLOW: -

1. That the Developer shall at its own cost construct and complete a multistoried building complex for residential purpose consisting of flats

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05/15/22

RAMSON TECH
3/15/22
Partner

with all proper modern facilities, fittings, water supply, parking space, drains and sewage and appurtenances in substantial manner and in accordance with the drawings or plans duly approved by concerned local authority namely Nagar Nigam, Dhanbad. The name of the complex shall be "RAMSON MOHAN" as agreed by both parties hereto.

2. That the Developer is satisfied about the genuineness of the Land Owner's Property after perusing all the papers and documents of the schedule-A Property.
3. That the entire construction shall be done in modernized manner and the standard specifications and the same has been mutually decided by the owners and developer and mentioned in schedule-B hereunder.
4. That subject to the availability of materials and unforeseen exigencies beyond the control of the developer the required and intended constructions shall be completed within 36 months + 6 month grace to be counted from the date of approval of the map / plans by the local authorities i.e Nagar Nigam, Dhanbad. In case of failure in completion of the project due to default and negligence of the Developer Company the Land owner shall be compensated by the Developer Company for the entire belated period beyond the agreed 42 months time and in case of any delay or hindrance on the part of the Land owner the Developer shall be entitled for compensation and in both the cases the defaulting party shall compensate the other party.
5. That the developer is hereby appointed and empowered by the owners to develop the said property on the terms and conditions mentioned in this agreement.

Chait Singh
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RAMSON TECH
Partner
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6. That the total eight flats will be constructed. The Owner's area and Developer's area shall be as follows: -

This area wise share be converted into different size of flats and will be distributed owner & developers. The owner shall retain three flats in total of the eight flats to be constructed. The owner will retain two flats on the second Floor and one flat on the third floor on the southern side of the complex. The rest of the five flats shall be in possession of the developer. As per the agreed terms, both parties shall have parking place according to their respective allotted share of one parking for each flat.

7. That the flats thus constructed shall consist of all the amenities such as water supply connection, electric connection, internal wiring, passage and ingress. The required deposit for meter and connection for electric supply together with payable government taxes etc. shall be borne by the Owner for his own share of residential accommodation for the flat coming under the occupation of Owner, he shall bear the society charges and other common maintenance charges.
8. That hereto the developer shall be deemed to be in possession of the said land and shall be free to do all acts, deed and things required for the development according to plan and existing laws and regulations.
9. That for the smooth and speedy progress of the said projects the owner shall execute Power of Attorney if favour of the developer within one month from the date of approval from Nagar Nigam, Dhanbad, so that no hindrance or obstructions may be caused to the developer and thereby given the developer authority to do all such acts and things that

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Partner

may be necessary for the limited purpose of the development, planning, constructions, agreement for the sale and thereafter upto the developer's share in the flats, advertisement and other official purpose etc. Thus, owner shall not be liable to pay any type of aforesaid costs etc. to the Developer.

10. That the developer is authorised to sign all documents relating to the plan for construction of the building and get the same sanctioned at his own cost and expenditure.
11. That it is agreed between the parties that the aforesaid Power of Attorney shall be governed by the provisions of the Development Agreement, the final registering of deeds of sale will be done by the Owner & Developer separately in terms of this agreement.
12. That the developer is hereby empowered to make the agreement / the absolute deed of transfer on their behalf in favour of any person or persons to the extent of developer's aforesaid shares i.e. five flats and the aforesaid owners share of three flats be transferred by the Owner of Land in the building.
13. That this agreement shall never be construed as partnership or any sort between the parties.
14. That, all the risk related with the construction or any levy of fine imposed by the local authorities or the District Administration, the same shall be responsibilities and liabilities of the developer only.
15. That, the common areas shall jointly be owned by all the occupiers of the parties of the said building with equal entitlement to use all common areas and facilities intended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such

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03/12/22

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3/12/22
Partner

utilization. No occupant 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 use.

16. That It is clearly mentioned that in no event the owner nor of his estate shall be responsible and / or be made liable for payment of any dues of such Bank or Banks and the developer shall keep the owners indemnified against all actions, suits, proceedings and costs charges and expenses in respect thereof.
17. That in case of dispute and differences out of relation of this development agreement the same shall be settled by reference of the differences to two Arbitrators, one each appointed by both the parties under the provision of Arbitrations and Conciliation Act, 1996 as may be amended from time to time.
18. That, the construction quality of all the flats and commercial space will be equal as decided mutually and described in schedule-B there will be no discrimination in the construction, fittings etc.
19. Notwithstanding however, anything herein contained developer shall have absolute authority and control over all or any of the matters concerning the said building and the entire construction thereof and all amenities appertaining thereof, including also the right to deal with the same. Until all the flats and commercial spaces in the said scheme / project and duly transferred to the respective buyers by Registered Sale Deed.
20. That, it has been also mutually agreed that all the terms and conditions set forth herein above shall be equally binding upon the legal successors and representatives of both the parties.

Chang Sankar
03/5/22

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[Signature]
Partner

21. Entire cost of construction, fittings sanctioning and plans, for developing the land etc. will be exclusively borne by the developer.
22. That In case of any accident or death of any person / laborers etc. at the time of construction of the building will be the sole responsibility of the Developer.
23. That upon completion of the project the developer shall maintain and manage the same / multistoried building in accordance with law and such rules as may be framed and in conformity with the multistoried building maintenance scheme. The Developer and the owner or their transferee if any, shall comply with the said rules and / or Regulations and shall proportionately pay all costs / charges / expenses and outgoing in respect of maintenance and management.
24. The Developer shall cause formation of a society / association or company for the common purpose and the unit purchasers shall also be made members of such organization. After formation of society / association / company, the Developer shall handover all deposits and all matters arising in respect of the management of the multistoried building and particularly the common portions of the said society / association / Company.

SCHEDULE – 'A'

All the piece and parcel of Raiyati land situated within Mouza Pandarpala, Mouza no. 4, under Khata no. – 49 (Old) & 601 (New) bearing Plot no. – 301 (Old) & 253 (New), measuring an area 8.25 Decimals, butted and bounded as :-

North :- Plot No. – 301 (Part)

Chang Sinker
03/5/22

RAMSON TECH
[Signature]
Partner

South :- 20 ft. wide road
East :- Part of Plot no. – 301
West :- 12 ft. wide road

(This agreement prepared in duplicate in signed by both the parties in original and both the parties have retained one copy each of this agreement)

SCHEDULE – 'B' (Specification)

STRUCTURE :

Earthquake resistant RCC Framed Structure with ISI Standard Iron and Cement

WALL :

10"/5" thick Brick wall in C.M. 1:6/1:4 shall be provided as per requirement

WALL FLOORING :

Inner : Plaster of Paris with one coat of primer from inside wall.

Outer : Two coats of cement paint over a coat of primer.

FLOORING : (DRAWING/ DINING/BEDROOM)

Tiles in all the rooms and wall skirting upto 4" height.

TOILETS :

Tiles in floor tiles & tiles in walls upto 7' height.

TOILETS (DOORS) :

P.V.C. Doors in toilets.

DOORS & WINDOWS :

Chang Sarker
03/5/22

RAMSON TECH
[Signature]
3/5/22
Partner

Doors shall be flush door with hard wood frames, window frames, window frames shall be of Aluminum Bombay Sliding with frosted/clear glass panels guarded with steel grill fittings.

ELECTRICAL WIRING :

P.V.C. Concealed wiring with copper wire of ISI mark to be provided with standard switches & boards.

LIFT :

One No. of 5-6 passenger lift to be provided of standard ISI Mark.

GENERATOR :

One no. of 30 KVA Generator Set (Silent) to be provided of Emergency lighting.

ELECTRICAL METER & CONNECTION :

Every purchaser of the constructed premises will have to apply for an electrical connection of her own to Electricity Board for which the Developer Company shall assist in the process.

WATER SUPPLY :

One No. of Boring Submersible Pump of 2 to 3 H.P. One No. of Underground Storage Tank & One no. of overhead tank shall be provided for water storage to ensure 24 hours continuous supply.

LIGHTNING ARRESTER :

Shall be provided as per ISI Norms at the Roof Top with due earthing.

Witness :-

Chand Singh 03/5/22
Signature of Land Owner

1. *Vijay*

2. *Shantimoy Rahg*

RAMSON TECH
[Signature]
3/5/22
Partner
Signature of Developer