

NOTARY
DHANBAD



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : b8f776f600abeb41d3e7

Receipt Date : 12-Sep-2020 01:07:13 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 : NALANDA DEVELOPERS

Purpose of stamp duty paid : AGREEMENT

First Party Name : NALANDA DEVELOPERS

Second Party Name : NA

GRN Number : 2001892097

- This stamp paper can be verified in the jharnibandhan 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।

Sanyukta Singh
Geeta Singh



Saroj Sinha

(Sinha)
PARTNER

Anil K. Singh
PARTNER

अशोक प्रसाद तारुण
अणु कुमारी

Smt. Geeta Singh

Sri Ashok Prasad Tarun

Smt. Anu Kumari

अशोक प्रसाद तारुण
अणु कुमारी

Saroj Sinha

(Saroj Sinha)
PARTNER

Anil K. Singh
PARTNER

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DEVELOPMENT AGREEMENT

This Agreement is made on this^{21st} day of^{Oct}..... 2020 in between :

(1) SMT. SANGI TA SINGH W/o Late Rajesh Kumar Singh, (2) SMT. GEETA SINGH W/o Sri Mithilesh Kumar, both resident of Near Ashtha Apartments, Polytechnic Gate, Bishunpur, B. Polytechnic, P.S. & Dist.- Dhanbad -828130, Jharkhand both by faith Hindu, by occupation Housewife (3) SRI ASHOK PRASAD TARUN S/o Sri Ram Chandra Prasad and (4) SMT. ANU KUMARI W/o Sri Ashok Prasad Tarun both resident of New Colony, Near Durga Mandap, Jagjiwan Nagar, Nutandih, P.S. Saraidhella, Dist.- Dhanbad, Jharkhand both by faith Hindu, by occupation Service and Housewife, hereinafter called and referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs executors, successors, representative, administrators and assigns) of the **FIRST PART**.

AND

M/S. NALANDA DEVELOPERS, a Partnership Firm, having its office at Ground Floor, East of Nalanda Cottage Gate, Near Memko More, Hirak Road, P.O., Nagnagar, P.S. Barwadda, Distt.- Dhanbad, Jharkhand - 826004, represented through its Partners 1) Smt. Saroj Sinha, W/o Sri. Binod Kumar Sinha, resident of Flat No.- A-1, (1st. Floor), Ashoka Apartments, Carmel School Road, Jharudih, Dhanbad, P.O., P.S. & Distt.- Dhanbad – 826001 and 2) Sri Anil Kumar Singh, S/o. Sri J. N. Singh, resident

Smt. Sangi ta Singh *Sangi Singh*
Smt. Geeta Singh *Geeta Singh*
Sri Ashok Prasad Tarun *अशोक प्रसाद तारुण*
Smt. Anu Kumari *अनु कुमारी*

For, NALANDA DEVELOPERS

Saroj Sinha
(Saroj Sinha)
PARTNER

Anil K. Singh
(Anil K. Singh)
PARTNER



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of Garden House, Dhaiya, P. O. - ISM, Dhanbad - 826004, hereinafter called and referred to as the **Developers** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, representatives, administrators and assigns) of the **SECOND PART**.

WHEREAS, the First party, the land owners (1) Smt. Sangeeta Singh W/o Late Rajesh Kumar Singh. (2) Smt. Geeta Singh W/o Sri Mithilesh Kumar, got the lands by virtue of registered Deed No. 6931 dt. 01.09.2004, executed at Dhanbad Sub- Registry office, Dhanbad in their favour by (1) Sri Suniti Kumar Paul and (2) Sri Bipin Kumar Paul both Sons of Late Nakul Chandra Paul Resident of Nawadih, P. S. & Dist. - Dhanbad. The Power of Attorney holder of (1) Sri Subal Paul, (2) Sri Niranjan Paul, (3) Sri Chitaranjan Paul, (4) Sri Prakash Paul and (5) Sri Jaydeo Paul all Sons of Late Pancha Nand Paul, all by faith - Hindu, by Cast - Goldsmith, Resident of Nawadih, P.S. & Dist. - Dhanbad vide Power of Attorney No **IV 269 dated 17.08.2004** executed by vendor Nos - 1, 2, 3, 4, 5 at Registry Office Asansol. The land measuring **14 $\frac{1}{4}$ Kathas** or **23.51 Decimals**, which was duly mutated by the circle officer, Dhanbad vide Mutation Case No. **1168 (I) 04-05** & paid land rent vide Revenue Receipt No. **A013514** dt. 20/08/2015, the first party thus acquired absolute and exclusive right, title, interest and possession over the lands in question. The total lands in question is a Rayati land and comes under Survey Plot Nos. **226**, Khata No.- **07**, under Mauza - Pandarpala No. 04. Total Area - **14 $\frac{1}{4}$ Kathas** or **23.51 Decimals**, P.S. & Distt. Dhanbad, State - Jharkhand.

WHEREAS, the First party, the land owners (3) Sri Ashok Prasad Tarun S/o Sri Ram Chandra Prasad got the lands by virtue of registered Deed No. **6933 dt. 01.09.2004** and (4) Smt. Anu Kumari W/o Sri Ashok Prasad Tarun, got the lands by virtue of registered Deed No. **6932 dt. 01.09.2004**, executed at Dhanbad Sub- Registry office, Dhanbad in their favour by (1) Sri Suniti Kumar Paul and (2) Sri Bipin Kumar Paul both Sons of Late Nakul Chandra Paul Resident of Nawadih, P. S. & Dist. - Dhanbad. The Power of Attorney holder of (1) Sri Subal Paul, (2) Sri Niranjan Paul, (3) Sri Chitaranjan Paul, (4) Sri Prakash Paul and (5) Sri Jaydeo Paul all Sons of Late Pancha Nand Paul, all by faith - Hindu, by Cast - Goldsmith, Resident of Nawadih, P.S. & Dist. - Dhanbad vide Power of Attorney No **IV 269 dated 17.08.2004** executed by vendor Nos - 1, 2, 3, 4, 5 at Registry Office Asansol. The land measuring **7 Kathas** or **11.55 Decimals** and **7 $\frac{1}{4}$ Kathas** or **11.96 Decimals**, which was duly mutated by the circle officer, Dhanbad vide Mutation Case No. **1172 (I) 04-05** and **1171 (I) 04-05** & paid land rent vide Revenue Receipt No. **0844914733** dt. 11/05/2018 & **0505266625** dt. 12/05/2018, the first party thus acquired absolute and exclusive



Smt. Sangeeta Singh *Sangeeta Singh*
Smt. Geeta Singh *Geeta Singh*
Sri Ashok Prasad Tarun *अशोक प्रसाद तारुण*
Smt. Anu Kumari *अनु कुमारी*

For, NALANDA DEVELOPERS

Saroj Sinha

(Saroj Sinha)
PARTNER

Anil Kr. Singh
(Anil Kr. Singh)
PARTNER



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right, title, interest and possession over the lands in question. The total lands in question is a Rayati land and comes under Survey Plot Nos. 226 (New Plot Nos. 238), Khata No.- 07, (New Khata No.- 142) Total Area - 7 Kathas or 11.55 Decimals and and 7¼ Kathas or 11.96 Decimals, under Mauza - Pandarpala No. 04, P.S. & Distt. Dhanbad, State - Jharkhand.

WHEREAS the OWNERS (1) Smt. Sangeeta Singh (2) Smt. Geeta Singh (3) Sri Ashok Prasad Tarun & (4) Smt. Anu Kumari thus became absolute and exclusive owners of the land described in the schedule of this Agreement by exercising diverse acts of ownership and possession with due knowledge to the authorities and the people of the locality and was recognized raiyats for the said land.

And WHEREAS the said Owners (1) Smt. Sangeeta Singh (2) Smt. Geeta Singh (3) Sri Ashok Prasad Tarun & (4) Smt. Anu Kumari had been in search of a Developer to develop the land described in the Schedule of this Development Agreement into a Multistoreyed Commercial cum Residential Apartments.

And WHEREAS the Developers, M/s. Nalanda Developers through their representative approached the Owners (1) Smt. Sangeeta Singh (2) Smt. Geeta Singh (3) Sri Ashok Prasad Tarun & (4) Smt. Anu Kumari for allowing them to develop and construct Multistoreyed Commercial cum Residential Apartment over the said land described in the Schedule attached to this Development Agreement.

And WHEREAS in view of the said Development Agreement proposed to be built up in **Basement + Ground + Four Storied (B + G + 4 floor)** above the existing ground level and as per approval of the drawings by the competent Authority i.e. MADA / DMC Dhanbad.

And WHEREAS the Developers will bear all the finances required for the development of the land such as:

- (i) Payment of Balance amount of stamp at Dhanbad & get the Land mutated.
- (ii) Expenses in approval of the Drawings.
- (iii) Construction of the proposed Multistoreyed Apartment.

And WHEREAS the Parties (Owners and Developers) have decided to reduce the terms and conditions in writing to avoid misunderstanding in future.

Smt. Sangeeta Singh *Sangeeta Singh*
Smt. Geeta Singh *Geeta Singh*
Sri Ashok Prasad Tarun *अशोक प्रसाद तारुण*
Smt. Anu Kumari *अणु कुमारी*

For, NALANDA DEVELOPERS

Saroj Sinha
(Saroj Sinha)
PARTNER

Anil Kr. Singh
(Anil Kr. Singh)
PARTNER



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NOW THIS AGREEMENT WITNESSETH AND PARTIES MUTUALLY
AGREED ON THE FOLLOWING TERMS AND CONDITIONS

1. That, the Developers will construct the Multistoreyed Commercial Cum Residential Apartment which will be known as " Apartments", (Commercial Cum Residential Apartment) over the Schedule Land and the plan of the Apartment to be approved by MADA/DMC the competent Authority of Dhanbad.
2. That, the Developers undertakes and agrees to hand over the Owners 50% area in the Commercial and 41% in the Residential portion of the proposed Super built up area in lieu of the cost of the land over which the Developers proposes to construct the Multistoreyed Commercial Cum Residential Apartment over the schedule land of this Agreement.
3. That, the cost of the preparation of the drawings, its approval and construction shall be borne by the Builders on their own cost. The complete Building of all the floors shall be the exclusive property of the Developers except the percentage share of the developed properties to be given to the Owners as part of the cost of the land. The landowners will not have any claim upon the Developers share i.e 50 % area in the Commercial and 59 % in the Residential portion of the proposed Super built up area in respect of the Multistoreyed Commercial cum Residential space of the said " Apartments".
4. That, all the Flat owners will have equitable right, interest, title over the common passage, terrace, common car / scooter parking, guard room, generator etc. after the said Flat are sold to each respective owners if the properties is developed for Residential purpose.
5. That, the Developers agrees and undertakes that the time is the essence of the contract and the Developers will positively construct the said Apartments more fully known " Apartments", as per specifications and approved plan by MADA/DMC Dhanbad, the competent Authority within a period of 60 months from the date of approval of the plans by the Mineral Area Development Authority / Dhanbad Municipal Corporation for the said construction over the schedule land of this Agreement.
6. That, the Owners agree to hand over the peaceful and vacant possession over the schedule lands within a period of one month from the date of this Agreement for the purpose of development of the said Apartments.
7. That, the Owners undertake to execute the Registered Power of Attorney in favour of the Developers to the use for sale / mortgage of the Residential Flats of



Smt. Sangi ta Singh Sangita Singh
Smt. Geeta Singh Geeta Singh
Sri Ashok Prasad Tarun अशोक प्रसाद तारुण
Smt. Anu Kumari अनु कुमारी

For, NALANDA DEVELOPERS

Saraj Sinha
(Saraj Sinha)
PARTNER

Anil Kr. Singh
(Anil Kr. Singh)
PARTNER



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the said Apartments over the schedule land of this Agreement as soon as possible, but within a period of Three months from the date of this agreement.

8. That, the Developers in respect of the above mentioned Power of Attorney, further undertakes to indemnify the Owners against any loss of liability arising out of the sale / mortgage of the said Flats to the purchasers to their shares and leaves over the said Apartments.
9. That, the Developers will be free to take loan or financial assistance from any Bank / Financial Institution at their own risk and after mortgaging the said land for the development for this land for the speedy progress of the construction work.
10. That, the Developers undertakes to obtain all sorts of Government clearances and Government sanctions from the concerned competent authority for the proposed construction of the “_____ Apartments”, **Commercial cum Residential Apartment** over the schedule land of this Agreement.
11. That, the Owners will not be held liable and responsible for any payments to be made whatsoever to the labours, material suppliers and the staff employed by the Developers and to any Government Agencies or any local bodies in respect to the proposed construction over the schedule land of this Agreement and that will be the sole responsibility of the Developers.
12. That, the Owners will not be held responsible for any check incident or accident etc. that may occur during the construction work of the said building and the Developers will be solely responsible for the same and indemnity the Owners in case of any such eventuality.
13. That, the Developers shall abide by the specifications and ensure good quality of the proposed construction of the entire building and both the Owners and the Developers shall strictly abide by the terms and conditions as agreed upon in this Agreement.
14. That, the Developers shall be solely entitled for Booking and Sale of Flats and to receive the payments in lieu of Sale / Booking of the proposed building except the Share of Land owners.
15. That, the Owners shall not be held responsible for any dispute between the purchasers of the Flats with the Developers. It will be the sole responsibility of the Developers to sort out the differences of any kind, if any with the purchaser.
16. That, the Owners will clear all the dues like Municipal Taxes, Land Rent, Electricity Bills etc. at the time of vacating and handing over the premises for the development and after that all liabilities goes on the Developers.



Smt. Sangita Singh *Sangita Singh*
Smt. Geeta Singh *Geeta Singh*
Shri Ashok Prasad Tarun *अशोक प्रसाद तारुण*
Smt. Anu Kumari *अनु कुमारी*

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- That, the Land Owners do hereby declare that the schedule property is free from all encumbrances, debts, liens, charges etc. and the land Owners have absolute marketable title over the schedule land of this Agreement and no legal case, cases, suit are pending before any legal Court of Justice in respect to schedule land of this Agreement.
- That, in case of any dispute between the Owners and the Developers with regard to the construction as agreed upon in this Agreement for developing the same will be adjudicated by the sole arbitrator appointed by mutual consent of both the parties and decision of such arbitrator on any matter referred to him for adjudication shall be final binding and conclusive over the parties to this Agreement and the same will be subject to the jurisdiction of Dhanbad Court exclusively. *continue point N-(19)*

IN WITNESSETH WHEREOF the parties hereto have signed this Development Agreement at Dhanbad on the _____ Day of _____ '2020 in presence of the witnesses, named hereunder :-

WITNESSES :-

OWNERS :-

- Gurpreet Singh*
S/o Late Sachin Sheeran Singh
Near the Shared Wheel Apartment
Polytechnic Gate, Dhanbad
- Subhendu Kumar, 1. Smt. Sangita Singh
S/o Late Ramesh Pd Bunde
Vanasthali colony, Bhupin
Dhanbad.
- अशोक प्रसाद तारुण*
Sri Ashok Prasad Tarun

- Geeta Singh*
Smt. Geeta Singh
- अणु कुमारी*
Smt. Annu Kumari

DEVELOPERS :-

NALANDA DEVELOPERS

Saroj Sinha
(Saroj Sinha)
Partner

Anil Kumar Singh
(Anil Kumar Singh)
Partner



[Handwritten Signature]

NOTARY PUBLIC

21.10.2020
AUTHORISED
J/S 297
97: IAC
SUS B/1/1A
10/19/2020

In case of land owner fails to submit the documents in proper order or developer fails to start the activities of construction, the agreement shall be re-formulated after completion of 24 Month (twenty four months) from the date of signed agreement ie 19.10.2020

Geeta Singh *अशोक प्रसाद तारुण* *अणु कुमारी*
N 21/10/2020 19/10/2020 19/10/2020

