



NOTARY
DHANBAD



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 4ec160408bc4fe4776dd

Receipt Date : 17-Aug-2022 12:16:30 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 : HEMANT KUMAR

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : JAGDISH MANDAL AND OTHER

Second Party Name : HEMANT KUMAR

GRN Number : 2212838785

-: This stamp paper can be verified in the [jharnibandhan](#) site through receipt number :-

Hemant Kumar

Jagdish Mandal
Haldhar Mandal
Dinbandy Mandal
Subodh Kumar Mandal



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 अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।





Jagdish Mandal
Halhar Mandal
Dinbandhu Mandal
Subodh Kumar Mandal

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DEVELOPMENT AGREEMENT

This deed of Agreement made this _____ day of _____, 2022
(Two thousand Twenty Two), BETWEEN :

1.SRI JAGDISH MANDAL (Adhar No.xxxx xxxx 8656), son of Lagen Mandal @ Nagendra Nath Mandal, **2.SRI HALDHAR MANDAL** (Adhar No.xxxx xxxx 4865) son of Nagendra Nath Mandal, **3.SRI DINABANDHU MANDAL** (Adhar No.xxxx xxxx 3283) **4.SRI SUBODH KUMAR MANDAL** (Adhar No.xxxx xxxx 5913) sons of Bankim Chandra Mandal, all by faith Hindu, by Category OBC, by occupation Business etc., resident of Kolakushma, P.O. K.G. Ashram, P.S. Saraidhela, District Dhanbad, Jharkhand-828109, hereinafter referred to as the **OWNERS**, which expression shall wherever the context so requires or admits shall mean and include their legal heirs, successors-in-title, executors, administrators, representatives and assigns thereof of the **FIRST PART** :

Hemant Kumar

AND

H. K. SQUAREFEET, having its office at Kolakushma, Dhanbad, Jharkhand, represented by its Proprietor **SRI HEMANT KUMAR** (Adhar No.xxxx xxxx 5751) son of Hira Lal Mahato, by Category OBC, by occupation Business, resident of Near Kolakushma Road, Adarsh Vihar, Saraidhela, P.S. Saraidhela, District Dhanbad, Jharkhand-828127, hereinafter referred to as the **DEVELOPER** : which terms unless repugnant or contrary to the context so requires shall mean and include besides the Company and its bond of Directors for the time being constituted its/their successors-in-interest, nominees, permitted assignee/s and official liquidator of the **OTHER PART** :



- Jagdish Mandal
Hakho Mandal
Dinbandhu Mandal
Subodh Kumar Mandal

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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 land which is morefully described in the schedule below, which is purchased vide regd. sale deed No.3893 dated 25.03.1968, registered at Dhanbad registry office, from the rightful owner in favour of Nagendra Nath Mandal and Bankim Chandra Mandal, father of the first parties the owners.

AND WHEREAS the owners are mutually agreed upon and are desirous to construct a multi storied building for residential purpose for their gains and to develop the same upon the said land and in order to accomplish the same the owner have mutually agreed to hand over the said land.

AND WHEREAS the Developer approached the owner to render his services on the terms and conditions hereinafter appearing in this deed of agreement for developing and promoting the said land.

AND WHEREAS the owners have agreed to the proposal of the Developer.

NOW it is hereby agreed by and between the parties to this agreement as follows :

1. That the owner has been agreed that after the execution of this agreement, the owner will allow and permit the said developer to enter into the said land morefully described in the schedule 'A' of this agreement and to build a multi storied building for residential as per sanctioned plan duly approved by MADA, strictly adhering to the specification laid down by the sanctioning authority for benefit of both the parties.



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Subodh Kumar Mandel

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2. That, it has been agreed by both the parties that the said developer shall raise the construction of the multi storied complex strictly in accordance with the sanctioned plan and specifications obtained from MADA the competent authority of Dhanbad, which the developer shall obtain at his own cost and shall abide by all the laws and by-laws.

However, the said developer shall be at liberty to alter the said sanctioned plan, where it becomes extremely necessary to suit and specification requirement of intending purchaser but he shall not use it sparingly or lavishly and the required plan shall be subjected to approval of the competent authority MADA, the owner shall not interfere in this matter.

3. That, it has been agreed upon by both the parties to this agreement that the developer shall start the construction work in accordance with duly sanctioned and approved plan by MADA in within 2 (Two) months from the date of sanction of plan.
4. That, on obtaining sanctioned plan from MADA by the developer the owner shall hand over the vacant possession of the scheduled land to start the subsequent construction work over the schedule land.
5. That, it shall be incumbent upon the owner that they 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 defect, if any, with respect to the title of the said land, for which he will be solely responsible.
6. That, it shall be noted that the owner shall hand over the original papers of the said land to the developer, but if the original papers could not be handed over at the time of agreement, the certified copies of the original papers have been given to the developer, but the original papers should be given after the share of owners are cleared.
7. That, it is agreed by both the parties of the agreement that the owner shall have to give a registered power of attorney to the developer for executing all the concerned activities.

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Jagdish Kumar
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Subodh Kumar Mondal

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8. That, the owner shall give the right to developer to raise the construction over the schedule 'A' land and along with the right to sale of flats and other structures over the schedule land except the 37% of the construction area inclusive of common area and service area. This 37% of the constructed area will be given to the owner by the developer in consideration or price of the schedule 'A' land which is given by the owner to the developer.
9. That, the owner shall be at liberty to sell, mortgage, lease or let out the whole or any part of their exclusive share of 37% of the total constructed area inclusive of common area and services area over which the developer or any co-sharer shall raise no objection. And similarly, the developer shall be at liberty to sell, mortgage, lease or let out the whole or any part of their exclusive share of 63% of the total constructed area inclusive of common area and service area over which the owner or any co-sharer shall raise no objection.
10. That, the time being the essence of contract the developer shall complete the entire construction over the schedule land within a stipulated period of 36 months and 6 months grace period by deploying efficient and skilled workmen with using standard materials and as per specification of the construction given with this agreement. This stipulated period will be count from the date of the sanction of the building plan from MADA.
11. That, the developer shall be solely responsible and answerable to the authority concerned for any defective workmanship and shall be answerable to the intending purchaser of the flats. The owner shall not be responsible in any manner for the same.
12. That, the developer hereby agreed and undertakes that the 37% of the total constructed area inclusive of common area and service area which was already described in the schedule 'B' of this agreement, shall be handed over to the owner on or before the stipulated period of 36 months and 6 months grace period.



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Subodh Kumar prasad

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13. That, the developer shall make, build, construct the said 37% area at his own cost and deliver the same to the owner within the stipulated period, which shall be deemed to be the price of the schedule 'A' land which is given by the owner to the developer.
14. That, as mentioned above, that the owner has no right over the 63% of the constructed area inclusive of common area and service area. But it has been also agreed by the parties of this agreement that the owner shall have equal right of easement and right of ingress and egress through the main common entrance and other common places freely and as and when required.
15. That, it has been also agreed by both the parties that the owner shall have drainage and sewerage water connection etc. in common with other allottees or occupants of the flats equally.
16. That, save and except owner's allocation, as described in the schedule 'B' of this agreement, the developer shall have exclusive and absolute right over the rest of the constructed area comprising of flat spaces & parking spaces, etc. and the same shall be deemed to be developer's exclusive property and the developer shall be at liberty to deal with or dispose off the same.
17. That, the developer shall execute such documents which shall be necessary to show the demarcation of the owner's allocation and other constructed area for common use for the peaceful enjoyment of the owner.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT their respective seal and signature on the date first above mentioned.



Jagdish Mahal
Haldhari Prasad
Dinbanwar Prasad
Subodh Prasad

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SCHEDULE 'A'

All that piece and parcel of Raiyati land situated in Mouza KOLAKUSMA P.S. Saraidhela, chowki, sadar registry office Dhanbad, and District Dhanbad, Mouza No.12, New Khata No.234 (Two hundred thirty four), Old Khata No.85 (Eighty five), New Plot No.1653 (One thousand six hundred fifty three), Old Plot No.1620 (One thousand six hundred twenty), area 10 dec. (Ten decimals) of residential land in other Road. (Recorded in register II, vide Volume No.1 and Page No.233).

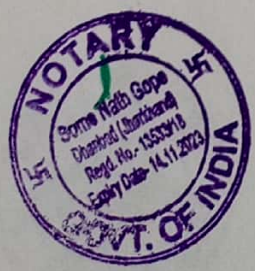
SCHEDULE 'B'

The executor shall be entitled to get 37% of the total constructed area inclusive of common area and service area proportionately in the proposed building which is to be constructed by the Developer 37% of the roof will be under control of owner, but as it is the common area, there should not any type of masonry construction, tower fixing and gardening work etc.

SCHEDULE 'C'

The executor shall be entitled to get 63% of the rest of the constructed area inclusive of common area and service area proportionately and 63% of the roof shall remain under developer's allocation, but as it is the common area, there should not be any type of masonry construction, tower fixing and gardening work etc.

Hemant Kumar.



Tajendra Mondal
Haldar Mondal
Dinbandhu Mondal
Subodh Kumar Mondal

PHOTOGRAPHS OF SECOND PARTY:

Certified that the finger prints of the left hand of the Parties, whose photographs affixed in the document have been duly obtained before me, prepared the document as per details supplied by the parties.

Signature.

Hemant Mondal

WITNESSES :

1. Nitesh Modak

2. Tulendra Kumar Mondal

Identified
by D
Allu
Adv
07/09/22

Sure
07/09/2022
NOTARY
DHANBAD



Authorised
u/s (8) (1) (a) of the Notaries
Act 1952 (Act No 53 of 1952)