



NOTAPY



overnment of Jharkhand

Receipt of Online Payment of Stamp Duty NON JUDICIAL

Receipt Number: cd8c25df902f9324bd3d

Receipt Date: 16-Nov-2022 01:33:56 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Agreement or Memorandum of an

Agreement

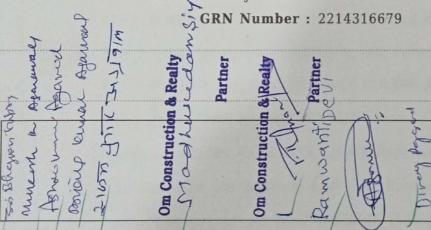
District Name: Dhanbad

Stamp Duty Paid By: Om Construction and Realty

Purpose of stamp duty paid: Development Agreement

First Party Name: Sajjan Kumar Agarwal and Others

Second Party Name: Om Construction and Realty



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। पुन: 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। Om Construction & Realty

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Partner

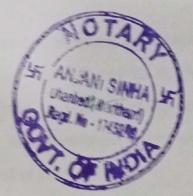
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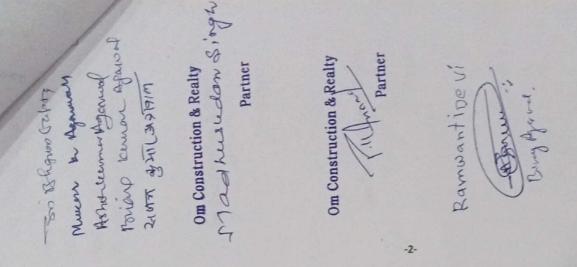
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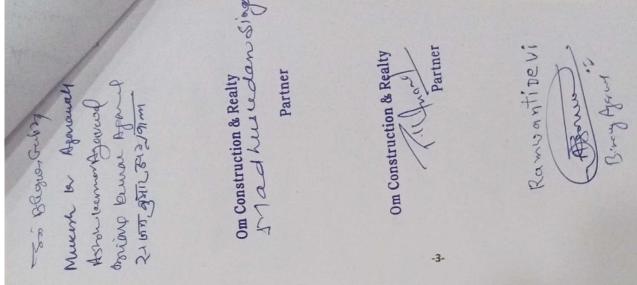


faith - Hindu, by Caste - Baniya, by occupation - Business, Resident of Hirapur, P.S. & Dist. - Dhanbad - 826001, here in after called and referred to as the LAND OWNERS jointly (which expression shall unless excluded by and repugnant to the context shall include his successors, legal representatives, executors administrator and / or person claiming under or in Trust of them and assigns.

AND

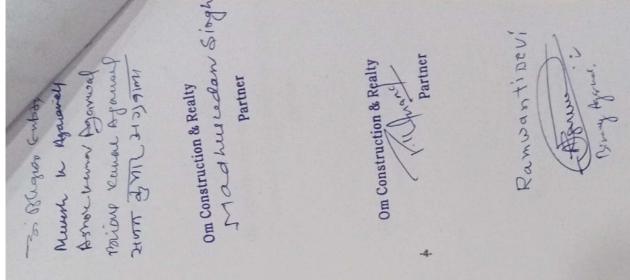
OM Construction & Realty, having its registered office at Shop No 06, Lotus Tower, Main Road Saraidhela, P.S. - Saraidhela, Dist. - Dhanbad, Jharkhand - 828127 represented by it's partners SRI PANKAJ KUMAR ANAND, S/o Late Anand Kishore Prasad having Adhaar No XXXX XXXX 1842 & PAN No. AEGPA1893M, by faith Hindu, by Caste Kayasth, by occupation – business, resident of Vikas Nagar, P.O. Jagjiwan Nagar, P.S. Saraidhela, Dist - Dhanbad, Jharkhand – 826003 and SRI MADHUSUDAN KUMAR SINGH, S/o Late Raj Kishor Singh, by faith Hindu having Adhaar No 5528 9161 7973 & PAN No. BKPPS6532R, by Caste Rajput, by occupation – business, resident of Flat No 401, Om Residency, at Sabalpur, P.O. K G Ashram, P.S. Saraidhela, Dist - Dhanbad, Jharkhand – 828109, here in after called the BUILDER/DEVELOPER, PROMOTER, the OTHER PART.

In this Development Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto;



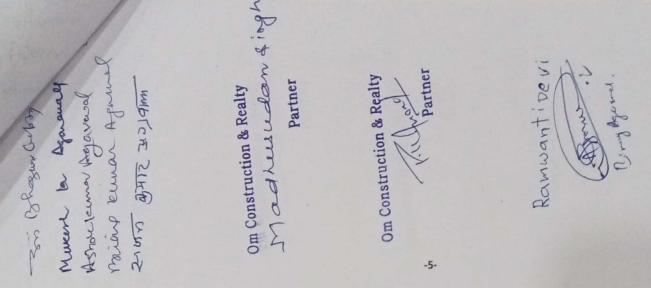
The "land owners" means the above Named:-

Sri Sajjan Kumar Agarwal having Adhaar No. 3645 2386 4634 & PAN No. AJBPA6934H (Part I), Sri Ashok Kumar Agarwal having Adhaar No. 4812 6123 5515 & PAN No. AJBPA6940P (Part II), Sri Bhagwan Gupta having Adhaar No. 7780 8317 8405 & PAN No. AFAPG6191D (Part III), Sri Bijay Kumar Agarwal having Adhaar No. 8239 6758 2991 & PAN No. ABLPA7081R (Part IV), Sri Mukesh Kumar Agarwal having Adhaar No. 2455 8144 2294 & PAN No. AEUPA2320R (Part V), all Sons of Late Kanhaiya lal Agarwal and Smt Ramwanti Devi, W/o Late Shiv Prasad Agarwal, having Adhaar No. 7239 6895 1547 & PAN No. ACDPD7320B, Sri Vivek Agarwal having Adhaar No. 5497 3978 9626 & PAN No. AHXPA3651P, Sri Binay Agarwal having Adhaar No. 3833 0673 0903 & PAN No. AMSPA2271P, both Sons of Late Shiv Prasad Agarwal (Part VI), all by faith Hindu, by Caste Baniya, by occupation Business, Resident of Hirapur, P.S. & Dist Dhanbad – 826001.



The "Developer & Builder/ Developer" means the above named OM Realty having its registered office at Shop No 06, Lotus Tower, Main Road Saraidhela, P.S. - Saraidhela Dist – Dhanbad, Jharkhand – 828127, represented by it's partners Sri Pankaj Kumar Anand, S/o Late Anand Kishore Prasad having Adhaar No 2717 0421 1842 & PAN No. AEGPA1893M, by faith Hindu, by Caste Kayasth, by occupation – business, resident of Vikas Nagar, P.O. Jagjiwan Nagar, P.S. Saraidhela, Dist - Dhanbad, Jharkhand – 826003 and Sri Madhusudan Kumar Singh, S/o Late Raj Kishor Singh, by faith Hindu having Adhaar No 5528 9161 7973 & PAN No. BKPPS6532R, by Caste Rajput, by occupation – business, resident of Flat No 401, Om Residency, at Sabalpur, P.O. K G Ashram, P.S. Saraidhela, Dist – Dhanbad, Jharkhand – 828109, includes its successors in office, legal representatives, executors, administrators and assigns.

The "Immovable property" means all that piece and parcel of land measuring 7 Katha or 11.55 decimal land Khata No. 00 & being portion of Plot No. 2887, 2888, 2834 of Mouza Hirapur, Mouza No 07, P.S. – Dhanbad, District Registry office at Dhanbad, more fully described in the Schedule 'A' hereunder written which is the subject matter of this Development Agreement.



The "Owner's' Allocation' shall mean and include 60% out of the total Nos. of constructed Commercial Space, consisting of Parking and the some proportion space and roof of the proposed building to be constructed over the schedule 'A' below property more specifically described in the Schedule 'B' hereunder written.

The "Developer's Allocation' shall mean and include the remaining 40% of constructed Commercial Space, consisting of parking, undivided soil right and proposed roof of the building to be constructed over the Schedule 'A' below property more Specifically described in the Schedule 'C' hereunder written.

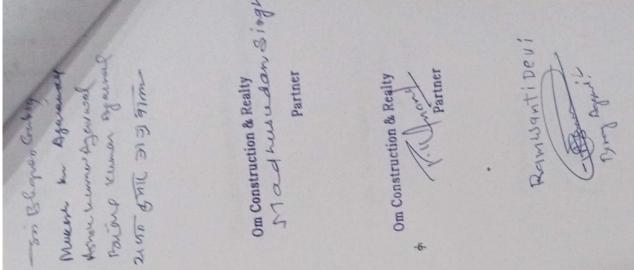
COMMON FACILITIES AND AMENITIES:

Shall include stairways roof, landing passage, ways, vacant areas pump/Meter Box room overhead water tank other services and amenities.

MAINTENANCE:

Maintenance of the common facilities and Management of the building shall be the joint responsibility for all the Commercial Space owners and occupiers through a managing committee to be constructed by the owners.





TITLE INDENTURE:

WHEREAS The Land originally recorded in the Name of Sri Sajjan Kumar Agarwal, S/o Late Kanhaiya Lal, purchased through Absolute Deed and acquired land measuring 1.167 katha or 1.927 decimal under Khata No. 00 being portion of Plot Nos. 2887, 2888 & 2834 from its former owner Sri Somenath Mukherjee & others through Deed No 10666 dated 27/11/2007 Registered at Dhanbad Sub Registry office at Dhanbad and got mutation done of the aforesaid land vide Case no. 794 (II) /2008-09 and Paying rent under Volume No. 08, Page No. 1608, Sri Ashok Kumar Agarwal, S/o Late Kanhaiya Lal, purchased through Absolute Deed and acquired land measuring 1.167 katha or 1.927 decimal under Khata No. 00 being portion of Plot Nos. 2887, 2888 & 2834 from its former owner Sri Somenath Mukherjee & others through Deed No 10662 dated 27/11/2007 Registered at Dhanbad Sub Registry office at Dhanbad and got mutation done of the aforesaid land vide Case no. 800 (II) /2008-09 and Paying rent under Volume No. 08, Page No. 1613, Sri Bhagwan Gupta, S/o Late Kanhaiya Lal, purchased through Absolute Deed and acquired land measuring 1.167 katha or 1.927 decimal under Khata No. 00 being portion of Plot Nos. 2887, 2888 & 2834 from its former owner Sri Somenath Mukherjee & others through Deed No 10664 dated 27/11/2007 Registered at Dhanbad Sub Registry office at Dhanbad and got mutation done of the aforesaid land vide Case no. 798 (II) /2008-09 and Paying rent under Volume No. 08, Page No. 1611, Sri Bijay Kumar Agarwal, S/o Late Kanhaiya Lal, purchased The 13tegran forth Muent to Agranment Hernauteronal Against Praise Against 2100 AMI 24259M

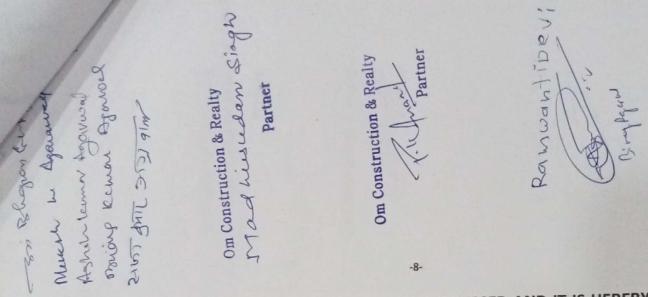
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through Absolute Deed and acquired land measuring 1.167 katha or 1.927 decimal under Khata No. 00 being portion of Plot Nos. 2887, 2888 & 2834 from its former owner Sri Somenath Mukherjee & others through Deed No 10663 dated 27/11/2007 Registered at Dhanbad Sub Registry office at Dhanbad and got mutation done of the aforesaid land vide Case no. 796 (II) /2008-09 and Paying rent under Volume No. 08, Page No. 1610, Sri Mukesh Kumar Agarwal, S/o Late Kanhaiya Lal, purchased through Absolute Deed and acquired land measuring 1.167 katha or 1.927 decimal under Khata No. 00 being portion of Plot Nos. 2887, 2888 & 2834 from its former owner Sri Somenath Mukherjee & others through Deed No 10667 dated 27/11/2007 Registered at Dhanbad Sub Registry office at Dhanbad and got mutation done of the aforesaid land vide Case no. 799 (II) /2008-09 and Paying rent under Volume No. 08, Page No. 1612, Sri Shiv Prasad Agarwal, S/o Late Kanhaiya Lal, purchased through Absolute Deed and acquired land measuring 1.167 katha or 1.927 decimal under Khata No. 00 being portion of Plot Nos. 2887, 2888 & 2834 from its former owner Sri Somenath Mukherjee & others through Deed No 10665 dated 27/11/2007 Registered at Dhanbad Sub Registry office at Dhanbad and got mutation done of the aforesaid land vide Case no. 795 (II) /2008-09 and Paying rent under Volume No. 08, Page No. 1609 and after death of Sri Shiv Prasad agarwal on 02/08/2017 the present landowners of Part VI got the land under family distribution.



NOW THIS DEVELOPMENT AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

That in pursuance of above agreement the landowner has agreed to get the schedule A land developed by the developer above named and the latter has agreed to develop the said immovable property i.e. Schedule-A through construction of multistoried Residential building thereon for the consideration / in a manner and within the time stipulated hereinafter in this agreement.

That after execution of this Development Agreement landowner will execute and register a General power of Attorney in favor of the partner / authorized representatives of the developer and said General power of Attorney shall remain valid up to completion of the building and proper adjustments of shares of the andowner and developers subject to the terms hereinafter mentioned. However, the power attorney holder or the developer shall have no right to sell or mortgage or to obtain loan from any bank in respect of shares of landowner.

That the developer shall forthwith start construction of the proposed building over the said land after getting Plan Sanction from DMC, Dhanbad and will complete the proposed construction within 18 months

from the date of this agreement. The period of construction may be extended on the ground of natural calamities like Earth Quake, Civil War, Riot, act of God and or Situation beyond control of the human being but if in any case it is found that that the completion of the construction of the building is delayed

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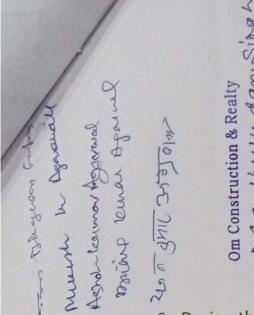
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except on the ground of Act of God or natural calamities then the Land Owner have right to cancel the Development Agreement.

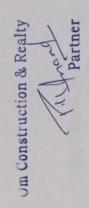
That, after completion of the proposed building the builder/developer shall bring in deliverable state 60% out of the total Nos. of constructed Commercial Space consisting of parking along with all other common utility services, advantages amenities, privileges etc constituting "landowner allocation" and inform the landowner about the completion of their portion of proposed building and the remaining constructed area I.e. excepting the owners' allocation and common areas more specifically described in the Schedule 'B' hereunder written now and to be specified precisely in the sketch map to be annexed with a supplementary agreement showing distribution of shares of owners' allocation and developer's allocation and the developer will be entitled to sell and dispose of its/their shares of the proposed building i.e. developer' allocation for which the Landowner shall have no objections but the developer shall have no authority to sell or negotiate for sale of portion fallen in share of the owners Residential part.

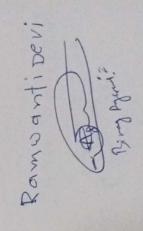
That the land owner and developer will mutually decide the own portion of their flats built up area before initiation of construction work.



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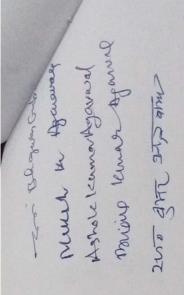


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- 6. During the construction of the building the owner shall extend all possible help for progress of construction of the building and should not cause any hindrance for construction of the building.
- 7. The power of Attorney shall be executed and registered after sanction of building plan by Dhanbad Municipal Corporation in order to enable the developer to construct the multistoried building.

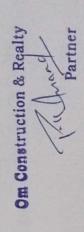
THE DEVELOPER AND BUILDER/DEVELOPER HEREBY DECLARES AND CONVENANTS:-

- 1. That the developer will be entitled to enter into agreement with various intending buyers and to receive booking amounts, installments, part or full payment from such buyer/s or transferees, lessees in case of lease against construction and disposal of the proposed flats, falling to their share i.e. the Developer's allocation save and except the owner's allocation and shall take all responsibilities for construction of the proposed multistoried building.
- 2. The expenses that may be incurred towards preparation of building plan, passing of such plan or plans, payment to architect, civil engineer, demolition of present structure, labours workmen guards, purchase of building materials, fixtures, fitting installations and/or other service connection to be installed therein documentation any miscellaneous



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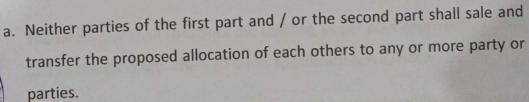
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charge levied, fines, penalties imposed by municipality or any other authorities during the construction of the said building and would bear all expenses for execution and registration of the power of attorney to be fully borne by the developer only.

- 3. The Developer shall arrange for proper water line, fixtures, fittings, installation of electricity.
- 4. The developer shall construct the entire building in respect of developer's allocations and owner's allocation with same standard as shown in the procedures and requirements of sanctioned plan of DMC.

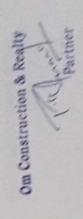
BOTHE THE PARTIES HEREBY DECLARE AS FOLLOWS:-

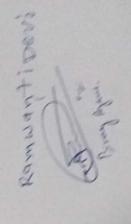


- b. The parties shall be fair and honest and none of the parties shall cheat, deceive and deprive the other so far as the standard of construction and other matters.
- c. The parties shall put and render their sincere efforts for the great success of the development project.

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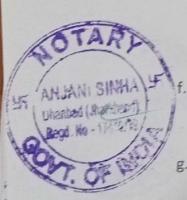


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- d. The developer shall or may publish in news paper or any media for disposing of its / their area i.e. the developer's allocation to the intending buyers or parties, the developer shall or may raise funds from the intending buyers or any part and/ or financial institutions at their discretion and risk for which owner's have no objection.
- e. In case it transpires that the premises mentioned to the schedule 'A' hereunder written is not free from all encumbrances, charges or liens and there by any suit or case and / or defect title of the parties of the first part in that event the owner shall fully liable jointly and shall be sound to make good of all compensation or damages that may be incurred to get the said dispute settled.

The developer shall construct the building as per plan approved by DMC and as shown in broachers so far as specification are concerned.

- g. The parties hereto shall have harmless and keep indemnified each other against any loss, damage, incident suit or proceedings.
- h. The parties may alter or amend any terms of this development agreement and/ or to include any further terms therein later if found necessary that the written consent of the both parties.
- The roof right of the building shall be joint between the owner and builder.

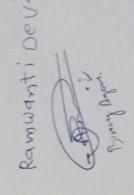


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- If any accident takes place while the building is constructed it shall be the full responsibility of the developer.
- k. The parties hereof including their respective heirs, successors, successors-in-office- administrator's legal representatives and / or persons claiming through or in trust of them shall comply honor and abide by all the terms of this Agreement.
- I. All disputes and difference arising out of this agreement between the parties regarding the performance including non performance of this agreement, interpretation of terms and conditions herein contained shall be referred to the arbitration of sole Arbitrator to be appointed jointly by both the parties or in the event of any difference between them in the matter of appointment then through the process of court of law and the decision of such arbitrator shall be final and binding on both the parties.
- m. That, the Land Owners does not come under the category of SC/ST and other 51 Castes mentioned in under section 46 of C.N.T. Act 1908.
- n. That, to sign, present and execute any deed or document of sale, agreement, lease, mortgage before any Registrar or Sub Registrar in any Registry Office on our behalf and to admit its execution thereof and to do all other things, which is necessary to complete the registration on

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our behalf in connection with our property described in the schedule below.

SCHEDULE - 'A'

Within district Dhanbad, district sub registry office- Dhanbad, P.S. Dhanbad, Mouza- Hirapur (Mouza No. 7), land measuring 7 Katha or say 11.55 decimal land being portion of Khata No 00 (Old), Plot Nos. 2887,2888 & 2834 of Mouza Hirapur, P.S. & Dist-Dhanbad, butted and bounded as follows:-

Part of Plot No. 2886, North:

Veterinary Hospital, South:

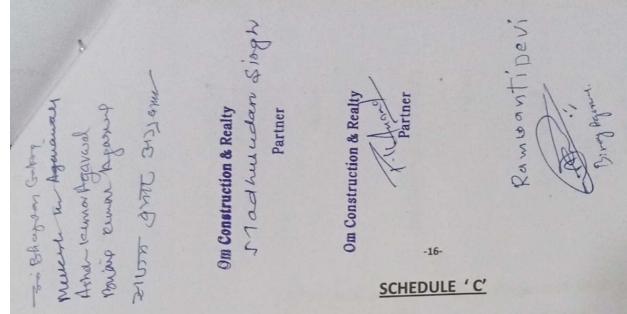
Part of Plot 2834, East:

Dhanbad Govindpur Main Road . West:-

SCHEDULE 'B'

OWNER'S ALLOCATIONS

The Builder shall deliver 60% out of the total Nos. of constructed commercial space, consisting of parking other built up area out of the total Commercial space on the proposed building which is to be specifically whom in the supplementary agreement to be executed after approval of the building plan.



DEVELOPER'S ALLOCATION

Save and except the owner's allocation as stated herein above in schedule 'B' the remaining constructed Commercial Space, i.e. 40% of the total nos. of constructed Commercial Space, consisting of parking and roof right, to be constructed over the Schedule 'A' below premised right to egress and ingress common right, stair space which will be specifically shown in subsequent agreement to be executed between the parties after plan is approved by DMC.

ALLOCATION OF BASEMENT AREA:

It is mutually decided by both the parties that all front's shops in the basement area of the proposed building will be in the allocation of the Land Owners and remaining entire area in the back will be in the allocation of the Developer apart from parking area, which will be in common.

TECHNICAL SPECIFACATION OF COMPLEX BUILDING

- ALL FINISHING (i) All Internal walls and ceilings cement plastered & finished with Plaster of Paris
 - (ii) All External walls finished with Putty And Weather coat
 Paint .

Door frames (Chawakats 3" x 3" size) of Sal / Kapoor Wood in all bed Rooms & Drawing rooms and Kitchen & Toilets 3" x 2" size with 30mm thick Factory made Flush doors shutters



DOORS

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commercial ply (both sides) Single leaf With standard fitting, duly primer 2 Coats.

WINDOWS

UPVC with standard fitting, duly painted 2 coats on one coat primer. A/SO/M/S Grills will be provided.

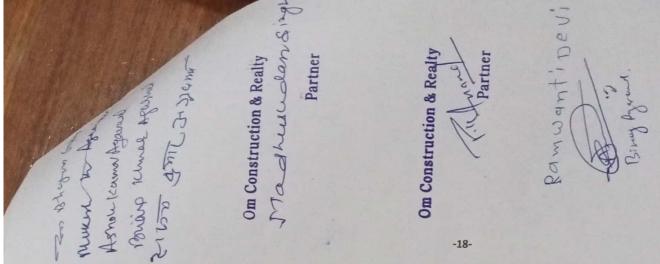
FLOORING & SKIRTING

- (A) Flooring and Skirting's to all Commercial Space Vitrified Tiles (Double Charged) up to 2'0" x 2'0"., and height of skirting's up to 4".
- (B) Flooring of toilets and kitchen will be Antiskid tiles up to 1'0" x 1'0" size and skirting of toilets Glazed tiles (14" x 10" size) up to door height and Skirting's of kitchen will be up to 2' 0" height above working platform with glazed tiles 14" x 10" size.
- (C) Flooring of stair case & lobby with marble/ Granite up to 1'x 1' size and skirting up to 6" heights.
- (D) Flooring of all other common places with IPS & skirting with smooth plaster up to 6" height.

Toilets/Bath Rooms (E) One Toilet with EWC with PVC cistern (Hindware/Perryware) and For water supply ISI quality G.I.Pipes, and Geyser Point to each toilet, hot & cold plumbing bathing & wash basin, shower with hot & cold manually mixing arrangement shall be provided quality of C.P. Fittings will be as per builder's choice. (F.W.C./IWC/Wash Basin will be White Glazed)

Kitchen

(F) Marble/ Granite tiles on working platform along with steel sink with a tap. R.C.C. Shelves at lintal level of one wall will be provided for Adequate storage space (Open)



Car Scooter Parking (G) Parking places Will be available on Basement / Underground (Without any partitions walls) 150sft. Area approx for car / Scooter.

ELECTRIC WIRING (J) Concealed PVC conduct wiring using copper conductors, with standard quality of modular electrical switches and accessories (Fans, fixtures and meter etc, with connection not included.

Note (i) All specifications, sizes and layouts are Subjects to variations, additions and modification.

(ii)Extra work/Special kind & type of finishing on written request by Flat owner and will be charged as extra on advance payment. (Extra work mean as if possible.)

CONVENIENCES

- Silent Generator (Kirloskar) for common service and emergency lighting to flats upto 3 amps (750 watts).
- > Lift one no. (Six persons).
- > C.C T.V. camera on Main gate for security

SERVICES

Water Supply: 24 Hours water supply through own tube well and head tank.

Drainage & Sanitation:- Drainage System around the Building & Sewerage system with septic Tank.

8# Construction & Realty
Madhewedan Singh
Partner

Om Construction & Realty

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IN WITNESS WHEREOF the parties above here here to set and subscribed their respective hands and seals on the day, month and year first above written. Signed Sealed and delivered in presence of :-

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(Signature of the First Party/Land Owners)