



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 68b7dcc5d9f36b571c3b

Receipt Date : 29-Aug-2021 08:29:10 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 : LAXMI NARAYAN CONSTRUCTIONS

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

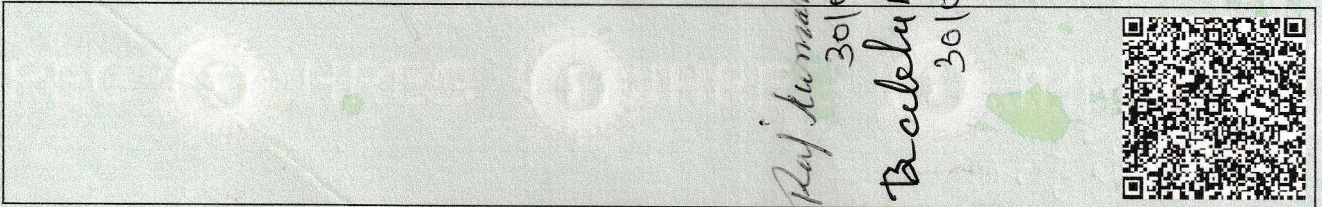
First Party Name : RAJ KUMAR MANDAL

Second Party Name : LAXMI NARAYAN CONSTRUCTIONS

GRN Number : 2107238877

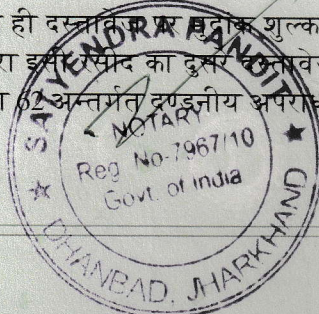
NOTARY  
DHANBAD

-: This stamp paper can be verified in the [jhanbandhan.com](http://jhanbandhan.com) 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 दस्तावेज़ के शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इस रसीद का दूसरे दस्तावेज़ पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



Raj Kumar Mandal  
30/08/2021  
Laxmi Narayan Constructions  
30/08/2021

S.No. 44 Date 02 SEP 2021

Raj Kumar Mandel  
30/08/2021

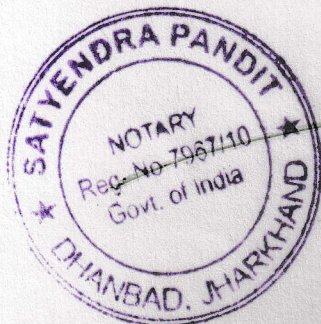
Bablu Mandel  
30/08/21

### DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this the...27<sup>th</sup>...day of September, Two Thousand Twenty One, BY AND BETWEEN: **SRI RAJ KUMAR MANDAL**, Son of Late Laxmi Mandal, by faith Hindu, by caste Suri, by occupation Business, resident of Sabalpur P.O.- K.G.Ashram, P.S.- Saraidhela, sub division and District Sub registry office and District Dhanbad (Jharkhand) hereinafter called and referred to as the FIRST PARTY/ LAND OWNER: ( which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assignees) of the ONE PART: ( Indian Citizen)

### AND IN FAVOUR OF:

M/S LAXMI NARAYAN CONSTRUCTIONS, a Partnership Firm having its office at Sabalpur, P.S.Saraidhela, District Dhanbad( Jharkhand ) represented by one of its Partner **SRI BABLU MANDAL**, Son of Late Gumu Mandal by faith Hindu, by caste Suri, by occupation Business, resident of Nagarkiyari ,P.O. Nagarkiyari P.S. Barwadda, Sub Division and District Sub registry office and District Dhanbad, Jharkhand, hereinafter called and referred to as the SECOND PARTY/ DEVELOPER: ( which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, successors, administrators, legal representatives and assigns) of the OTHER PART( Indian Citizen)



-: 2 :-

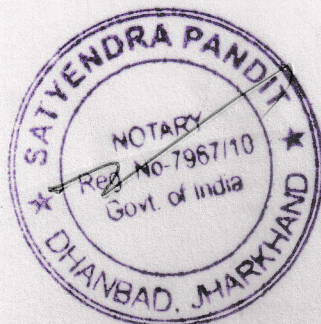
Raj Kumar Mandal  
30/08/21  
Bablu Mandal

WHEREAS the Old survey settlement Plot No.640 appertaining to Old Survey Khata No.8 measuring an area 18.25 decimals or to say 11 kathas of land situated in Mouza SABALPUR, Mouza No.11, under P.S. Saraidhela, chowki, sub division and District sub registry office Dhanbad , in the District of Dhanbad, more fully details described in the schedule below, was originally recorded in the name of Jatal Mandal, the Grand father of the Land owner/ first party in the last Cadastral Survey Settlement records of right, and after the death of aforesaid Jatal Mandal, the Land owner/first party being his only legal heir and successor inheriting the said lands and has been possessing the same in peaceful and undisturbed possession thereof and also paying the rent in the landlord sheresta the State of Jharkhand thereto regularly.

The said land has been entered in Online Register-II as Bhag/Volume No. 1, Page No. 86 in the name of Laxmi Mandal, father of the Land owner.

AND WHEREAS the Developer herein have approached the Owner for an intention to develop the said property from the Owners and pursuant to the negotiations by and between the parties hereto and subject to the plan of the proposed development being sanctioned by the MADA/ DMC which approval /Sanctioned is agreed to be persuaded by the developers at their own cost and expenses, which responsibility is agreed to be a shoulder by the Developers herein as a result of which hereof the owners are desirous of appointing the Developers as Developers of the said property more fully described in the schedule hereunder written for the consideration and upon the terms and conditions hereinafter appearing.

AND WHEREAS the Developers is engaged in the business of property development and as BUILDERS, CONTRACTORS and DEVELOPERS and especially in the erection of both residential and commercial building in various sites.



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Raj Kumar Mandal

30/08/21

Bablu Mandal

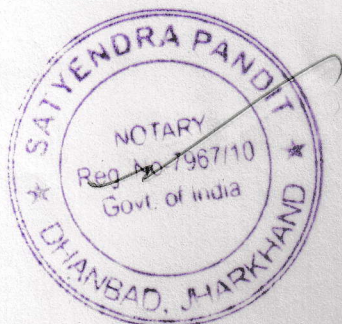
30/08/21

AND WHEREAS the Owner being desirous of registering the property to the Developers developing the schedule property, by constructing and developing therein residential building in an integrated development, has negotiated with the developer herein who has necessary expertise and expense in the building and construction industry and who has assured to comply with the terms and conditions of this agreement and within the time frame stated herein.

AND WHEREAS the parties owners and developers have decided to reduce the terms and conditions in writing to avoid misunderstanding in future.

NOW THIS AGREEMENT WITNESSETH AND PARTIES MUTUALLY AGREED ON THE FOLLOING TERMS AND CONDITIONS:-

1. That the owner will hand over the peaceful and fully vacated possession of the land described in the schedule this Agreement within a period of 15 days from the date of signing the agreement.
2. That, the Developers will demolish the existing structures(if any) at their own cost and risk and dispose them off as early as possible to facilitate the speedy construction, of the said Multistoried Complex and shall be solely liable for all acts, deeds and things and error in judgment join that account.
3. That the Developers will construct the residential Multistoried complex which will be named as over the schedule Kind and shall get the plans of the Apartment approved from the Competent Authority in their own cost.
4. That the Developers undertakes and agrees to hand over the Owner only 30% of the constructed saleable area of the total constructed saleable area an aforesaid fully completed, equipped and habitable in all respect with the electric wiring, sanitary fitting, except the common area such as guard room, common room, passage, etc. the said entire construction area proposed to be constructed over the schedule land of this Agreement at the cost of the developers.



Raj Kumar Mandal  
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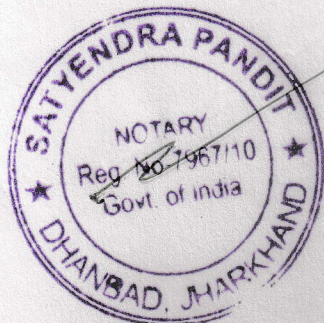
5. That, the rest 70% of the constructed saleable portion of the residential multistoried and commercial complex built up over the schedule land of this Agreement constructed at the cost of the developers shall become the exclusive property of the Developer. The land owner will not have any physical or legal claim over it and right, interest, title shall accrue upon the Developer in respect of the multistoried residential and commercial complex to the extent 70% as aforesaid, except 30% of the constructed saleable area of the said complex, it shall be exclusive property of the owner, with exclusive right, title and interest upon which the developers shall not have any sort of right, title or interest in any manner.

6. That, all the owners will have equitable right, interest and over the common area like passage, garden, terrace (rooftop), lift, guard room, generator, etc. And the said area of the complex are sole to them respectively and the space allotted to the land owner in lieu of the cost of the land as his share.

7. That the DEVELOPER shall be n the remaining portion 70% of the proposed multistoried residential and commercial building after allotment of land owner share as mentioned in schedule 'A'.

8. That the developer will undertakes and agrees that they will get the drawing of the proposed apartment over the schedule lands of this Agreement duly approved by the competent Authority( MADA/DMC) at their own cost.

9. That the developers agrees and undertakes to commence and carry out the project building work and complete the same in all respect a fully habitable accommodation within a period of 36 months from the date of approval of building plan by competent authority ( Municipal corporation/ MADA) Grace may be allowable for unavoidable circumstances.



-: 5 :-

Raj Kumar Maudel  
30/08/21

Bablu Maudel  
30/08/21

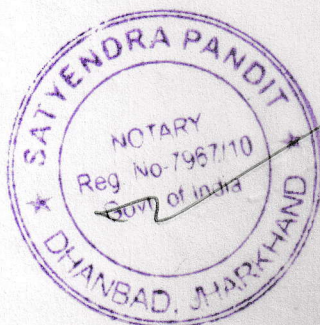
10. That the name of the Complex will be RAJ LAXMI ENCLAVE and the same shall not be changed without the approval of the party to the first part.

11. That the party of the first part shall be liable for payment for all taxes which may be leviable on the plots of land upto the date of signing the agreement and thereafter all taxes, electricity and water charges etc. will be borne by the part to the second part, till completion of the work. After this everybody will pay as per his or their respective shares.

12. That this contract is subject to arbitration under Indian Arbitration Act and any dispute or doubt about the terms of this agreement or interpretation or fulfillment of obligation by each, party shall be referred to Arbitration.

13. That the Developers will be at liberty to generate funds by advertisement, selling, booking, mortgaging of flats of the proposed apartment of the own share i.e. 70% of the total constructed area for the purpose of speedy construction and timely completion of the said apartment as per approved plans and specification to its own responsibility and risk keeping no concern with the owner, But owner will co-operative regarding signing of document/ papers etc.

14. That the owner undertakes to execute the registered power of Attorney/ Power in favors of developer within 15 days from plan approval to be use for sake/ mortgage of its share of 70% of the residential area of the said multistoried complex over the schedule land of this Agreement to facilitate speedy construction to the e of total building and the developers shall bear and pay till costs of incidental to stamp and registration etc



-: 6 :-

Raj Kumar Mander  
30/08/21

Bablu Mander  
30/08/21

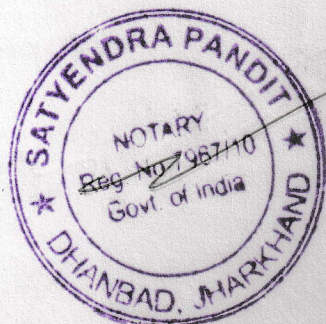
15. That, the Developer undertakes to obtain all sorts of Government clearances and Government sanctions from the concerned competent authorities for the proposed construction of the multistoried commercial and residential complex over the schedule land of this Agreement at their own cost and owner shall not be liable for reimbursement of any cost, charges and expenses for any reason.

16. That, the Owner will not be held liable and responsible for any payments to be made whatsoever to the Labors, material suppliers and the staff employed by the Developers and the dispute/ difference related thereto and accrued thereupon 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 including all legal consequences related thereto and owner shall not be responsible for the same.

17. That the Owner will not be held liable or responsible for any untoward incident or accident etc. that may occur during the construction work of the said residential and commercial complex and the developers will be solely responsible for the same and indemnify the owner in case of any such eventuality.

18. That the Developers shall abide by the specification and ensure good quality of the proposed construction of the entire building and both the owner and the developer shall strictly abide by the terms and conditions as agreed upon in this Agreement..

19. That, the Developer shall be solely entitled for booking and sale of Flats and to receive the payment in lieu of sale/ booking of the proposed building to the extent of its share except the 30% of the Owner to be constructed at the cost of the Developer.



-: 7 :-

Raj Kumar Manded  
30/08/21

Beabhi Manded  
30/08/21

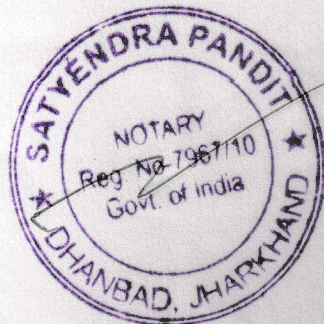
20. That the owner shall have absolute and exclusive interest, right title over only 30% out of total constructed saleable area of the said Residential and Commercial complex and the owner shall have no interest, stake, right and title over the 70% of the newly constructed saleable area of the proposed complex and it will be exclusive property of the Developers and the Developer will have absolute title, right and interest over the same.

21. That, the division of the newly constructed Residential and Commercial complex in to two parts I. e 30% for the land owner and 70% for the Developers shall be made by mutual consent understanding of both the parties within seven days after drawing of the commercial complex area completed and asked by the developer to do so and the same shall bear the signature of both parties as token of their acceptance.

22. That the Owner shall not be held responsible for any dispute between the purchaser of the space and the developer. It will be sole responsibility of the developer to sort out the differences of any kind, if any with the purchaser. Any dispute arising out of difference between the developer and the flat owner/ purchaser shall be subjected to the jurisdiction of Dhanbad Court only.

23. That, the Developer's liability for the payment of taxes with respect to the newly constructed building over the schedule land shall cease after handing over the flats to the respective owner and then onwards it will be responsibility of the respective owners to pay the Government Taxes.

24. That, the land owner do hereby declare that the schedule property free from all encumbrances, debts, liens, charges, etc. and the land owner 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 the schedule land of this agreement.





Raj Kumar Mardar  
30/08/21

Bablu Mardar

6. BREACH AND CONSEQUENCES:-

(1) Without to the right to terminate this agreement, in the event of Breach by either party to this agreement, the other party the Agreement party shall be entitled to specific performance of the contract and also be entitled to recover all the losses, damages and expenses incurred as a consequence of such breach from the party committing the breach.

7. ARBITRATION :-

The parties hereto agree that in the event of there being any dispute with regards to this Agreement or interpretation of the terms of this agreement, the same shall be referred to the Arbitration in terms thereof.

The Arbitration shall be conducted as follows:-

- a) All proceeding in any arbitration process shall be conducted in English/ Hindi Language.
- b) The dispute shall be referred to a panel of three arbitration. The owner shall appoint one arbitrator and the Developer shall appoint one arbitrator and the third being appointed by the two arbitrators nominated by the parties herein.
- c) The Arbitration award shall be final and binding on the parties and the parties agree to be bounded thereby and to act accordingly.
- d) The arbitral tribunal may, be unanimous agreement, awards to a party that substantially prevails on the merits its costs and reasonable expenses( including reasonable fees of its counsel)
- e) The seat of such arbitration tribunal shall be at Dhanbad and
- f) The Arbitration proceeding shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.



-: 9 :-

Raj Kumar Maudel  
30/08/21

Bablu Maudel  
30/08/21

THE SCHEDULE " A " ABOVE REFERRED TO

( THE LAND )

All that piece and parcel of land situated in Mouza- SABALPUR P.S. Saraidhela, sub division and District sub Registry office and District Dhanbad.

MOUZA : SABALPUR, Mouza No. 11,

NEW SURVEY KHATA NO. 104 (one hundred four) OLD SURVEY KHATA NO.8,

NEW SURVEY PLOT NO. 950( nine hundred fifty) OLD SURVEY PLOT NO.640.

AREA 11 KATHAS( ELEVEN KATHAS) I.E. 18.15 DECIMALS ( eighteen point one five decimals) of lands only ,As per plan attached herewith and shown in court Red.

Butted and bounded as follows:-

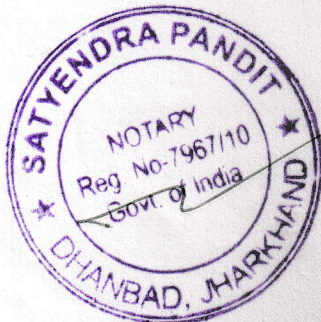
NORTH: Village road,

SOUTH: Plot No.

EAST : Plot No.

WEST : Plot No.

In witness whereof the parties hereto have executed and delivered these presents on the...<sup>22<sup>nd</sup></sup>...day of the month of September and Year 2021 first above written.



-: 10 :-

SIGNATURE:

Raj Kumar Munda  
(FIRST PARTY) 30/08/21

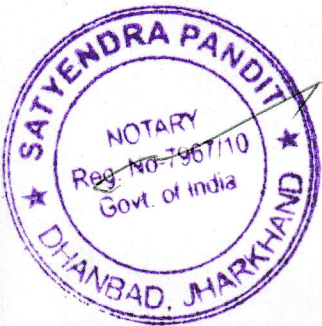
Bablu Munda  
(SECOND PARTY) 30/08/21

WITNESSES:

1. Chanchal Kishor  
Sabulpa, Dhanbad  
30/08/2021

2.

~~Indrojit...~~  
~~...~~  
29/9/21  
NOTARY  
DHANBAD



Authorised  
w/s 297 (i) (c) of the Cr. P.C. 1973  
(Act No 11 of 1974) & w/s (8) (i)  
of the Notaries Act 1952  
(Act No 53 of 1952)