



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : c5b818eebe8e53f88a52

Receipt Date : 22-Aug-2021 12:56:24 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 : Ameya Vikrama

Purpose of stamp duty paid : Development Agreement

First Party Name : Kali Sadhan Rakshit

Second Party Name : Ameya Vikrama

GRN Number : 2107107473

NOTARY
DHANBAD

Kali Sadhan Rakshit
Ameya Vikrama

23 AUG 2021

-: 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 दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



Kali Sachhan Rakshit-
Ameya Vikrama

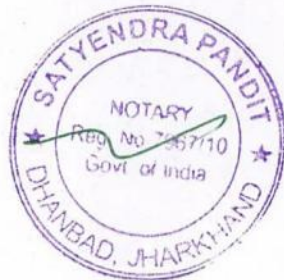
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and executed on this the 22nd day of August, 2021 (Two Thousand Twenty One) By and Between

Sri KALI SADHAN RAKSHIT, S/o. Lt. Hari Pd. Rakshit, by faith Hindu, by caste Modak, Category General, by occupation-Ex-Servicemen, resident of Hirapur, Hatia Road, P.O., P.S. & Dist.: Dhanbad (Jharkhand), hereinafter called the OWNER (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 FIRST PART.

AND

Sri Ameya Vikrama, S/o. Sri Sunil Kumar Singh, Gyan Mukherjee Road, Hirapur, Dhanbad (Jharkhand) 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 3 different registered Sale Deed bearing No. 4719, dated 11.05.1954, registered Sale Deed bearing No. 871, dated 25.01.1982 and registered Sale Deed bearing No. 3811, dated 29.03.1982 executed at Dhanbad Sub-Registry Office in the name of the owner aforesaid from the rightful owner in possession of the land situated within Mouza Hirapur, Mouza no. 7 under Muncipal Khata bearing Plot no. 2493, measuring an area 6 Kathas and after getting mutated his name vide succession mutation case no.-115(II)/1981-82 and mutation case no.-1045(II)/2002-03 and paid rent to the state vide Offline Jamabandi no.-2000 and 3731 corresponding to Online Jamabandi No.-2/2000 and 16/3731 respectively after getting his name mutated in a regular mutation proceeding.

Kali Sadhan Rakshit -
Ananya Vikrama

It would be pertinent to mention here that, all the Raiyati piece of lands referred herein above are situated contiguous to each other and jointly forms a singular block of land measuring 6 Kathas (morefully described in Schedule-A hereunder) and the land is situated near Aluminium Factory, Hirapur, Hatia Road, P.O., P.S. & Dist.: Dhanbad (Jharkhand).

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 her to appoint them as developer as intended by her to 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 super built up area i.e. 50% of the commercial space and 50% of the residential accommodation in the constructed building to the Owner as per mutual consent of Owner and developer.



It has been mutually decided that the amount received against the existing building material and furniture and fixture shall be received by the land owner exclusively.

It has been mutually decided that the suitable house accommodation shall be provided to the land owner at the cost of the developer during the entire period of construction and upto handing over the final and finished apartment to the land owner. Further, the expenditure towards shifting of the land owner with bag and baggage's in the aforesaid suitable residential tenanted premises shall be born by the developer exclusively.

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

01. That the Developer shall at its own cost construct and complete a multistoried building complex for residential purpose consisting of flats 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 Dhanbad Municipal Corporation, Dhanbad. The name of the complex shall be "TRIVENI HEIGHTS" as agreed by both parties hereto.
02. 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.
03. 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.
04. 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 to be counted from the date of approval of the map / plans by the local authorities i.e. Dhanbad 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 with a monthly compensation of Rs. 21,000/- for the entire belated period beyond the agreed 36 months time.



Kali Sachan Rakshit
Ananya Vikrama

05. 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.
06. That the Owner's area and Developer's area shall be as follows:-

For Residential as well as Commercial Space

Owner's area	Developer's area
50%	50%

This area wise share be converted into different size of commercial space and flats and will be distributed as per mutual understanding of owner & developers. As per the agreed terms, both parties shall have parking place according to their respective allotted share as mentioned above.

07. The flats and commercial space 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.
08. That it has been further agreed that the upper terrace i.e. upper surface of the last roof shall be common area and the developer or land owner shall not claim any separate right on and over the same in any manner except the water tank and lift machine room.
09. 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.
10. That, for the smooth and speedy progress of the said projects the owner shall execute Power of Attorney in favour of the developer within one month from the date of approval from Dhanbad Nagar Nigam, 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 may be necessary for the limited purpose of the development, planning, constructions, agreement for the sale of 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.

Kali Sachan Reddy
Ananya Vikrama



However, 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 jointly executed by the owners and developers and the said term will be clearly mentioned in the sale agreement which will be executed by the developer.

11. 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 developers aforesaid shares i.e. 50% and 50% only and the aforesaid owners' share of 50% shall be transferred by the Owner of Land in the building.
12. That this agreement shall never be construed as partnership or any sort between the parties.
13. 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.
14. 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 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.
15. 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.
16. The, 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.
17. 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.

Kali Sachan Rekhini
Ameya Vikrama



18. 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 are duly transferred to the respective buyers by Registered Sale Deed.
19. 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.
20. Entire cost of construction, fittings sanctioning and plans, for developing the land etc. will be exclusively borne by the developer.
21. 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.
22. 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.
23. 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.

Kali Sachan Baskhi
Ananya Vibrama

SCHEDULE-'A'

All the piece and parcel of Municipal land situated within Mouza Hirapur, Mouza no. 7, under Municipal Khata, Plot no. 2493, measuring an area 6 Kathas, butted and bounded as:-

North :- Common Gali situated over Plot no.-2493 and thereafter House of Biswanath Agarwal



- South :- Common Gali situated over Plot no.-2493 and thereafter House of Mahavir Agarwal
- East :- Common Gali situated over Plot no.-2493 and thereafter Multistoried Apartment
- West :- Hirapur Hatia Main Municipal Road

(This agreement prepared in duplicate is 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:

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

ELECTRICAL WIRING :

PVC 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.

Kali Sachan Rishi -
Ameya Vikrama



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.

LIGHTENING ARRESTER :

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

Witness :-

1. Sanket Mishra
2. Sakshi -
22/08/2021

Kali Sachan Rakesh
Signature of Land Owner

Ananya Vibhrama
Signature of Developer
22/08/2021

Attested
Satyendra Pandit
Notary Dhanbad
22/8/21



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)