

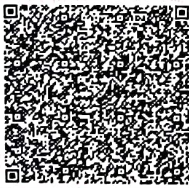


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Jharkhand

## e-Stamp

Certificate No. : IN-JH30271005875679S  
 Certificate Issued Date : 20-Jul-2020 04:24 PM  
 Account Reference : CSCACC (GV)/jhcscceg07/JH-DBABH0023/JH-DB  
 Unique Doc. Reference : SUBIN-JHJHCSCCEG0745601087914444S  
 Purchased by : DINESH MANDAL  
 Description of Document : Article 5 Agreement or memorandum of an Agreement  
 Property Description : FOR DEVELOPMENT AGREEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : AS APPLICABLE  
 Second Party : DINESH MANDAL  
 Stamp Duty Paid By : DINESH MANDAL  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Please write or type below this line

शांति २२२  
 K. Sanyal  
 Dinesh Mandal

SR 0006200657

### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



102/1K/11/2  
K. Pandey

## DEVELOPMENT AGREEMENT

This Agreement is made this 21<sup>st</sup> day of July 2020 By and Between Smt. SAVITRI DEVI, W/O. Late. Champa Lal Pandey, & Sri KRISHNA KUMAR PANDEY S/O. Late Champa Lal Pandey, by faith Hindu by Caste Brahmin, by Occupation House Wife & Service, resident of Dhangi, Basant Bihar Colony, Kolakusuma, Dhanbad, near new Radio Station, P.O. Koylanagar, P.S. Saraidhela, Dist. Dhanbad(Jharkhand), hereinafter called the land Owner which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representative and assigns) of the FIRST PART.

AND

CAPITAL BUILDCOM Proprietor SRI Dinesh Mandal, S/o Sri Anant Chandra Mandal, resident of Basant Vihar Colony, Near New Radio Station, P.O. BCCL Township, P.S. Saraidhela, Dhanbad by occupation Promoters and Developers having its Office Basant Vihar Colony, Dhangi More, near new Radio Station, P.O. Koyla Nagar, P.S. Saraidhela, Dist. Dhanbad(Jharkhand), hereafter called the developers which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representative and assigns) of the OTHER PART :

Dinesh Mandal

21197161

K. Gaudy

Whereas the land measuring 5 Katha in Mouza Kolakushma No.- 12, , P.S. Saraidhela Under Kahta No.- 131(New Khata no. 142), Plot No. – 3329 (New Plot no. 4035/4918), Total Area 5 Kattha of land and had agreed to develop the Plot with Apartment.

Whereas the 1<sup>st</sup> party hereto is the exclusive and absolute owner of the property full described in the schedule of this Agreement by exercising diverse acts of ownership and possession. The land is free from all encumbrances and is fit for construction of the proposed building on the land in question and also there is no dispute as regards rights of land as and the owner to be the responsibility to keep the developers indemnified all the times and if any dispute regarding land, the land owner will be totally responsible. The land owner has agreed to give the builder all the papers of land (Deed with key plan & site plan, certified copy of mutation, Khaitan or Teris & current rent receipt).

And

Whereas the developer has agreed to develop the said land and to construct a multistoried building with apartments flats and commercial shops system with object of selling such apartment or flats and commercial areas.

NOW THESE PRESENTS WITNESSETH and the parties hereby agreed as follows :-

01. That, the agreement for development and construction is being made on the express understanding at the Developers would comply with and/ or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the DEVELOPER.
02. That, the 1<sup>st</sup> party Smt. Sabitri Devi, W/O. Late. Champa Lal Pandey, & Sri Krishna Kumar Pandey S/O. Late Champa Lal Pandey, shall get 39% of the Total Flats & commercial Area as per agreement as well as Parking Space of total Parking Available.
03. That, the Developer hereby agrees and undertakes to obtain necessary sanction and permission for construction of multistoried building by DMC Town Planning on the premises fully described in the Schedule of this agreement.

Dimesh Mondal



श्री २१११११११

K. Pandey

04. That, consideration of the land owner having agreed to entrust to the developer the development of their land fully described in the schedule and the construction of the said multistoried building at the said premises and in connection therewith, authorizing the developer to exercise the rights, powers privileges and benefits of the owners and the owner executing a power of Attorney its favour for the purpose of transferring, selling, conveying and/ or assigning the Developer's portion of the proposed building for the said purpose for signing and executing all writings, agreements, conveyances and or other transfer documents and perfecting such deeds and developments and writings by requisition thereof. The Developers agrees to give 39% of the flats and commercial area and parking space to the land owner in lieu of the cost of the land within three years from the date of Passing The Plan. Owner's portion of the flats and commercial area will be as per agreement @ 39% in all floors with mutually understanding except of top roof area. The top roof area that will be the sole property of the developer.
05. That, the development of the said land and construction of multistoried building thereon would be according to plan to be sanctioned/ approved and subject to such sanction/ approval according to the specifications and particulars given therein.
06. That, the development of the said land and construction of the said multistoried building would be at the sole risk and the expenses of the DEVELOPERS and developer would comply with all statutory provisions, rules and regulations in relation thereto and the owner shall not be held liable for the same in any manner.
07. That, all the flat owners will have equitable right, title, interest over the common areas like passage, garden, common passage, lift, guard room, generator etc. after the said flats and commercial area of the Apartments are sold to them respectively except of top roof area. The top roof area that will be the sole property of the developer. Let it be clearly noted that the commercial part's owners will not be entitled to use the residential portion of the building.
08. That, the developer will positively construct the said apartment as per specification and Approved plan of the apartment by the competent authority within three years from the date of approval of the plans by the Municipal Corporation (Town Planing).

Dimesh mandal

21/10/2018

K. Gaudy

- The owner shall deliver to the developer all title deeds, documents in connection with the said lands.
09. That, owner hereby given permission to Developer to enter the said property for the purpose of development and construction of the Multistoried building.
  10. That, owner agree to execute the necessary power of Attorney authorizing the developer to do all such acts & things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the apartments of flats and commercial area to be constructed of the said premises.
  11. That, owner agrees to sign and execute from time to time plans, applications for lay-outs subdivisions, construction of the building and other application necessary to be submitted to the authorities concerned at the request of and at the cost of Developer.
  12. That, the owner shall not be liable for any action fine, penalties or costs and expenses for any violation of any statutory provisions in relation to the said development and construction by the developer.
  13. The owner shall not object to any construction or laying of sewerage, drainage, water pipes, cable or other provisions made in accordance with the law and scheme of construction of the said multistoried building.
  14. That, the developer will be at liberty to generate funds by advertisement/selling, booking/mortgaging of flats of the proposed Apartment for the purpose of speedy construction and timely completion of the said apartment as per approved plans and specification.
  15. That, the owner undertake to execute the Registered Power of Attorney in favour of the Developer to be used for Sale/Mortgage of the residential flats and commercial area of the said Apartment over the Schedule land of this Agreement as soon as the real construction work of the Apartment takes place.

Dinesh Mandy



श्री दिवाजी

K. S. S. S.

16. That, the true power of attorney and the agreement copy will be given to the owner by the developer.
17. That, the developer in respect of the above mentioned Power of Attorney, further undertakes to indemnify the owner against any loss or liability arising out of the Sale/Mortgage of the said flats to purchasers.
18. That, the developer undertakes to obtain all sorts of Govt. clearances and Govt. sanctions from the concerned competent for the proposed construction of the multistoried apartment over the Schedule land of this Agreement at its own cost and responsibility.
19. That, the owner will not be held liable and responsible for any payment to be made whatsoever to the labourer. Workers and staff employed by the Developer and to any Government Agencies or any local bodies in respect to the proposed construction over the schedule land of this Agreement & that will be the sole responsibility of the developer.
20. That, the owner will not be liable and responsible for any toward incident or accident etc. that may occur during the construction work of the said apartment and the developer will be solely responsible for the said and indemnity the owner in case of any such eventuality.
21. That the developer shall be abide by the specifications and good quality of the proposed construction of the entire building and both the owner and developer shall strictly abide by the terms and conditions as agreed upon this agreement.
22. The Parties hereto shall always mean and include their respective legal heirs, successors and/ or any such person/ persons claiming through them in any legal capacity for the purpose of this agreement and shall be bound by terms of this agreement in future. In case of death of any party/parties stated herein above, the legal heirs of deceased shall be substituted in place of the deceased party.
23. That, any type of problems / objection creates regarding land will be the sole responsibility of the land owner.

D. S. S. S.

21/07/2020

K. Goudy

24. The owners/ First Party prior to execution of this agreement, have not sold, conveyed, transferred or parted with schedule below property in any way in favour of any person, body for any reason at any point of time either in full or any part thereof.
25. That, the developer undertake to keep the owner fully indemnified against and harmless from any losses, costs, charges or claims by any of developer's construction, workers or agents or for any breach of any statutory or contractual obligations.
26. That, the developer shall be solemnly entitled for booking and sale of flats and commercial area and to receive the payment in lieu of Sale/Booking of the proposed apartment built at the cost of developer.
27. That, any type of loss because of land dispute and other problems regarding lands which is created by others will be the sole responsibility of the land owners.
28. That, this Agreement is exclusively subject to the jurisdiction of the competent Civil Court, Dhanbad.
29. That, all disputes arising out of this Agreement regarding any matter connected with agreement shall be settled by negotiations, if no settlement can be arrived as a result of these negotiations, the disputes shall be referred to the arbitration of two arbitrators, one to be appointed by each party. The decision of the arbitrators shall be final and binding upon both the parties.
30. That the advance money of Rs. 2, 00,000/- (Rupees. Two lakh Only) ch. No. 059834. IDBI Bank, Branch Saraidhela, Dhanbad, Dated 21/07/2020. Will Be Given by the developer to the land owner at the time of Development Agreement which will be adjustable of flat or commercial space from the 1<sup>st</sup> parties portion that is 39% of his portion at the rate of construction cost of that apartment.

Dinesh Mandy

## SCHEDULE

All that piece and parcel of land measuring an area of 5 Katha in Mouza Kolakushma No.- 12, , P.S. Saraidhela Under Kahta No.- 131(New Khata no. 142), Plot No. – 3329 (New Plot no. 4035/4918), Total area 5 Katthas of land which is bounded and butted as follows :-

North : Portion of this plot belongs to Md. Razak.

South : Portion of this plot belongs to Vendors.

East : Border Road.

West : Portion of this plot belongs to Vendors.

IN WITNESS WHERE OF the parties here to have signed, sealed and delivered these presents on the day, month and year first above written.

Handwritten signature in Bengali script: *শাহজাদ*

Witnesses :

Owner : *K. Gaudy*

1.

Handwritten signature: *Dinesh Mondal*

2.

Developer :