



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 65a9e76cf34fe2c917db

Receipt Date : 12-Apr-2024 11:10:57 am

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 : RAMANUJ DUBEY

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : GEETA DEVI

Second Party Name : RAMANUJ DEUBEY

GRN Number : 2401617162

Sl.No. 01/15 APR 2024

NOTARY
DHANBAD

:- This stamp paper can be verified in the jharnibandhan site through receipt number :-

Geeta Devi Geeta Devi Ramanuj Dubey



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of this 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 दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिंट या फोटो कॉपी आदि द्वारा इस रसीद को किसी अन्य दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



DEVELOPMENT AGREEMENT

**NOTARY
DHANBAD**

This deed of Agreement made this 12th day of April 2024 (Two Thousand Twenty-Four) BETWEEN :

SMT. GEETA DEVI (Aadhar No. 3519 0904 4099), Wife of Late Narsingh Prasad Gupta, by faith- Hindu, by Category- OBC, by occupation- Housewife, Resident of Gandhi Road, Jharia, Near Ice Factory, Ashok Road, P.O., P.S. Jharia, Dist- Dhanbad, Jharkhand- 828111, hereinafter referred to as the OWNER/FIRST PARTY, which expression shall unless excluded by or repugnant in the context shall mean and be deemed to include his legal heirs, successors-in-title, executors, administrators, legal representatives and assigns thereof of the FIRST PART:

AND

M/S NEW ASHIYANA DEVELOPERS, a firm having its registered office at Babudih, Aapna Ashiyana, Flat No. G/A, Pal Nagar, Dhanbad, P.S. & Dist- Dhanbad, Jharkhand, represented by its Proprietor SRI RAMANUJ DUBEY (Aadhar No. 7747 2637 3955), Son of Ramnandan Dubey, by faith- Hindu, by Category- General, by occupation- Business, resident of Qtr. No. 1966, A, Road, Sector-9/D, Bokaro Steel City, Bansa, Sector-IX, Chas, Bokaro, Jharkhand-827009, hereinafter referred to as the DEVELOPER/SECOND PARTY: which expression shall unless excluded by or repugnant in the context shall mean and be deemed to include his legal heirs, successors-in-title, executors, administrators, legal representatives and assigns thereof of the OTHER PART:

WHEREAS the land described in the schedule below, purchased by vide regd. sale deed no. 5687, dated 06.09.1994, from Urmila Jain & others in owner's own name, registered at Dhanbad Registry Office and owner/first party is in peaceful possession thereof and mutated her name vide Mutation Case

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Ramanuj Dubey



GRN Number : 2401617162

**NOTARY
DHANBAD**

No. 997 (IV) 2005-06 and paying rent for the same under Thoka No. 1750 in Circle Office, Govindpur.

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WHEREAS the vendor above named have purchased the below mentioned schedule land by virtue of Registered Sale Deed No. 8523 dt. 11.07.1988 from Allauddin Khan and others. registered at Dhanbad registry office and recorded in Book No. 1, Volume No. 33, page 155 to 160 for the year 1989 and since the purchase the vendors are in peaceful and undisturbed possession over the same by mutating their name in the sherista of the landlord the state of Bihar and paying rent for the same to the landlord the state of Bihar under thoka no. 364 (Mutation case No. 265 (II) 93-94).

AND WHEREAS the aforesaid owner is absolutely sized possess of or otherwise well and sufficiently entitled to all property fully described in schedule below of this deed of agreement, hereinafter referred to the said agreement free from all encumbrance whatsoever or howsoever.

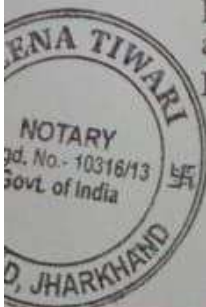
AND WHEREAS the owner is covenant that the said property is in exclusive possession with absolute right, title and is in marketable condition and has the rightful power and absolute authority and title to transfer, assign sell the whole or part of the said Property.

AND WHEREAS the Second Part herein has approached the First Part and whereas the First Part after considering various aspects of execution of the project and proposals of the Second Part had decided to get multi storied residential building complex constructed from the Second part at Bhelatand, Barwadda, Dhanbad, consisting of apartments and flats, car parking space etc. with the object of selling such flats/ apartments etc. to the prospective purchasers and the Second Part has accepted the proposal of First Part.

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Gita Devi

Kamraj Dubey



AND WHEREAS the "Land Owner" agrees to authorize the developer to construct a multi storied building on the schedule land on conversion and the same has been accepted by the "Developer".

AND WHEREAS the "Developer" offered to construct at own cost a multi storied building complex over the said property of the owner and in lieu of that the valuable consideration the builder shall provide only 38% of constructed Building on every floor (Each Floor & units).

AND WHEREAS the Party of Second Part M/s New Ashiyana Developers (hereinafter called the Builder) is engaged in the business of promotion, development and construction of real estate and is well established in this business.

NOW THIS AGREEMENT WITNESSETH and it is mutually agreed by and between the parties hereto as follows :-

1. DEFINITIONS & INTERPRETATIONS

1.1 OWNER/LANDLORD shall mean SMT. GEETA DEVI, Wife of Late Narsingh Prasad Gupta, by faith- Hindu, by Category- OBC, by occupation- Housewife, Resident of Gandhi Road, Jharia, Near Ice Factory, Ashok Road, P.O., P.S. Jharia, Dist- Dhanbad, Jharkhand- 828111.

"DEVELOPER" shall mean M/s NEW ASHIYANA DEVELOPERS a firm having its registered office at Babudih, Apna Ashiyana, Flat No. GA, Paul Nagar, Dhanbad, P.S. & Dist- Dhanbad, Jharkhand represented by its Proprietor SRI RAMANUJ DUBEY (Aadhar No. XXXX XXXX 3955) Son of Ramnandan Dubey, by faith- Hindu, by Category- General, by occupation- Business, resident of Qtr. No. 1966, A, Road, Sector- 9/D, Bokaro

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Ramani Dubey



Steel City, Bansa, Sector-IX, Chas, Bokaro, Jharkhand-827009.

- 1.2 Land :- Shall mean land at Mouza- Bhelatand, P.S. Govindpur, at present P.S. Barwadda, Sub Division and District Sub Registry Office and District- Dhanbad, Sub Registry Office Govindpur, Mouza No. 89, New Khata No. 99, Old Khata No. 85, New Plot No. 1649, 1650, Old Plot No. 1298, 1299 Area (07 dec. +08 Dec.) Total area 15 Dec. of residential land in other Road as per plan attached herewith and shown in colour Red. which is bounded as under:

East:- Portion of Plot No. 1299

West:- Village Road

North :- Plot No. 1304

South :- Portion of Plot No.- 1298 & 1299

- 1.3 "BUILDING" shall mean the multistoried residential Building with the number of floors as permissible by the authority of Municipal Corporation of Dhanbad, RERA and other Building Bylaws, to be constructed, erected, promoted, developed and built on the premises by the Owners herein or the Developer herein in the land mentioned in the FIRST SCHEDULE.
- 1.4 "COMMON AREAS AND INSTALLATION" shall mean and include the Rooftop, staircase, elevators, lobby, basement, entrance and exit along with the installations and utilities which is to be used by the Owner and the Transferees of the Apportionment forming part of building.
- 1.5 "ARCHITECT" shall mean such person/persons, firm/ firms of Company whom the Second Party/ Developer/ Builder may appoint from time to time for the purpose to design and planning of the building to be constructed mentioned herein.



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- 1.5 "SALEABLE AREA/SPACE" shall mean and include the area which is put up for the purpose of sale/transfer against consideration for independent use and occupation after making due provisions for common facilities and space required therefore.
- 1.6 " OWNER'S ALLOCATION" shall mean the share in the Transferable areas/ Saleable Areas, Apportionment i.e. 38% of constructed Building on every floor (Each Floor & units), thus developed and the land areas thereto, undivided and impartial proportionate share of the mentioned land under the said building including all rights easements, common facilities and amenities annexed to the building.
- 1.7 "DEVELOPER'S ALLOCATION" shall mean the remaining share after the share allocated to owner in the Transferable Areas/ Saleable Areas, apportionment, thus developed and the land areas thereto, undivided and impartial proportionate share of mentioned land under the said building including all rights easements, common facilities and amenities annexed to the building.
- 1.8 TRNSFEREES shall mean and include all persons, firm, limited company, association etc. to whom any Transferable Areas will be transferred on Ownership Basis or any other means agreed to be so done.
- 1.9 "MARKETING" OR "TRANSFER" shall include transfer by sale, lease or by and any other means so adopted to alienate or part with the possession of any area or apportionment of the Transferable Areas or mentioned herein.
- 1.10 TRANSFERABLE AREAS shall include any flats, apartments and/or parking spaces which are capable of being transferred independently for consideration in any manner.
- 1.11 REALIZATION shall mean and include any amount so received against the sale of transferable area of owner or



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- B. COMMENCEMENT- This agreement has commenced and shall be deemed to have commenced on and with effect from the date as mentioned hereinabove at the commencement of this agreement.
- C. EFFECTIVENESS - This agreement shall become effective from the date of handover of possession of land by the Owner to the Developer.
- D. DURATION - This agreement is made for a period of 3 (Three) year from the date of handing over the possession of the scheduled land by the owner to the developer.
- E. SCOPE OF WORK - The developer shall construct a multistoried building according to sanctioned plan as shall be submitted to Dhanbad Municipal Corporation over and above the First Schedule Land.

2. OWNER'S DUTY & LIABILITY

- 2.1 The owner has offered total land of 15 Decimals for development and construction of a multi-storied residential building consisting of flats/apartments & parking spaces, etc.
- 2.2 The owner shall within 6 (six) months from this agreement vacate and deliver the vacant and peaceful possession of the 1st schedule property to the second party.
- 2.3 The owner hereby declared that no acquisition proceedings have been initiated in respect of the schedule sanctioned plot.
- 2.4 That the owner has agreed that she shall be present before the registering authority to sign all the agreement for sale and deed of conveyance for selling the Flats to the prospective buyers as Land Owner.
- 2.5 That the Owner agrees in accordance with the terms and conditions herein recorded to place at the complete disposal



(compensation of Rupees one lakh twenty thousand) will not be applicable.

11. That in the event of any question or dispute arising in connection with or incidental to or in respect of interpretation or scope of this Agreement or any part thereof then the same shall be referred to the Mediation under Commercial Courts Act. In case mediation is not successful, the parties shall be free to approach court of law for redressal of their grievances at Dhanbad Jurisdiction.
12. That the courts at Dhanbad shall have exclusive jurisdiction to handle matters arising out of dispute, if any, with respect to the present subject matter.
13. That the Builder/Owners undertake not to do any act which may in any manner contravene the terms of this Agreement in respect of above Property.
14. Particulars of construction/ Specification: Construct to be made and equipment, fitting and fixture to be installed and provided in the building shall be installed and providing in the building shall be new and of standard mark and of good quality and according to the plans and device of the architect including the following:

Foundation	:-	As per Design of architect.
Structure	:-	R.C.C framed Structure
Roof Slabs	:-	R.C.C
Flooring	:-	Floor Tiles (Size 24" x 24")
Doors	:-	Wood frame with Flush Door in all rooms and P.V.C door in all bathrooms.



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गुलादी
Kamranj Dabey

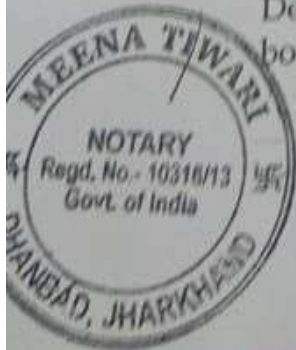
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- Windows :- Full glazed UPVC windows with grills.
- Toilet :- 5'-0" height ceramic Tiles and white glazed vitreous sanitary ware and Anti-Skid, Tiles in floor
- Kitchen :- Flooring Vitrified tiles flooring and platform black marble with steel sink.
- Interior Finishing :- Plaster of Paris and coat of primer.
- Exterior Finishing :- Snowsem finished.
- Water Supply :- 24 hours water supply from deep boring tube well.
- Electricity :- Electricity connection & Separate transformer for the Apartment on extra cost.
- Plumbing :- Branded pipes and fittings.
- Electricals :- Branded ISI marked switches and wires
- Lift :-

FIRST SCHEDULE OF LAND

All that piece and parcel of Ralyati land situated in Mouza Bhelatand, P.S Govindpur, at present P.S Barwadda, sub Division and District sub registry office and District Dhanbad, sub registry office Govindpur, Mouza No. 89, New Khata No. 99, Old Khata No. 85, New Plot No. 1649, 1650, Old Plot No. 1298, 1299 Area (07 dec. +08 Dec.) Total area 15 Dec. (Fifteen Decimals) of shown in color Red, which is butted and bounded as follows:



connection, he will empower the builder to attend the Court on her behalf.

- 3.14 That all the rates, cess, taxes and demands due and payable upto the date of this agreement shall be exclusive responsibility/liability of the owner and after this date it shall be exclusive responsibility of the builder till the completion of the building and completion certificate issued by Dhanbad Municipal Corporation which shall be sole responsibility of the builder until the respective units/salable areas transferred over to the transferees or to the Owner for the purpose of exclusive possession.
- 4.) That as mentioned hereinabove the residential building shall have the basement floor, ground floor, first floor, second and mezzanine floor out of which the share of owner and the builder shall be as follows:
- (a) Owners Share: The owner Smt. Geeta Devi shall have the right and ownership of 38% share in each of the floor as per para 3.1 alongwith land underneath.
 - (b) Builders' Share: The developer Sri Ramaduj Dubey shall have the right and ownership of 62% share in each of the floor as per para 3.1 alongwith land underneath.
 - (c) Common amenities: Roof right, common place, staircase, main gate, lobbies, basement and all esementary rights etc. shall be vested in all residents of the building.
5. That the terms and conditions of this Development Covenant is fair and reasonable, for the benefit of the

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Smt. Geeta Devi
Kamranj Dubey



NOTARY
DHANBAD

GRN Number : 2401617162

East: Portion of Plot No.-
1299 West - Village Road

North: Plot No.- 1304

South: Portion of Plot No.- 1298 & 1299

IN WITNESS WHEREOF the PARTIES hereto, have set and
subscribed their respective hands and seals the day, month
and year first above written.

SIGNED SEALED & DELIVERED by the PARTIES at
Dhanbad in the presence of:-

15 APR 2024

Gita Devi

Signature of Owner/First
Party

Witness :-

1. *Sanjeev Gupta*

2. *Ashwini Gupta*

3. *Vishal Gupta*

4. *Vikash Gupta*

Ramany Dubey

Signature of Builder/Second
Party



15/04/2024
ATTESTED
NOTARY DHANBAD
Authorised.

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

[Signature]
15/04/2024

K SARKAR (Act)
No 2202 / 2020