



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : ed8465728624f83e6096

Receipt Date : 28-Jun-2024 12:03:06 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 : BHOLA SAW

Purpose of stamp duty paid : AGREEMENT

First Party Name : SRI BHOLA SAW

Second Party Name : PRAKRITI DEVELOPERS

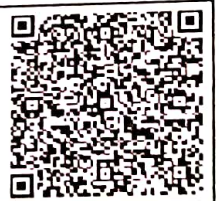
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Bhola Saw

Amritan Lal

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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।

DEVELOPMENT AGREEMENT

This a development agreement is made and enter into at Dhanbad, Shivam Colony on this the day of _____ 2024 .

BETWEEN

Sri. **BHOLA SAW**, S/o – Sri. Durga Saw, by faith Hindu , by caste – Teli , by Occupation Business, Nationality Indian, Resident of Maheshpur , P.O – Maheshpur , P.S – Madhuban, Dist – Dhanbad (Jharkhand). Here in after called and referred to as the **LAND OWNER** (Which expression shall unless executed by or repugnant to the subject or context by or repugnant to the subject or context be deemed to include their legal heirs and assignees) of the **FIRST PARTY OF ONE PART** .

AND

M/S PRAKRITI DEVELOPERS having its office at **MAIN ROAD, SARAIHELIA , KOLAKUSMA NEAR PREMSONS HONDA DHANBAD , State in Jharkhand , Pin code -828127** . Through Its partners namely 1. Sri. **Anup kumar Singh**, Pan no. ARTPS2289M ,S/o- Late Rana Pratap Singh, by faith hindu , by nationality Indian, by Occupation Business R/o – New colony, Saraidhela ,P.S – Saraidhela , Dist – Dhanbad , (Jharkhand),pin – 826005 , 2. Sri. **ANKIT KUMAR SINGH**, Pan no. FUMPS0646M ,S/o – Manoj Kumar Singh by faith hindu , by nationality Indian, by Occupation Business R/o – Co – Operative Colony , Saraidhela , P.S – Saraidhela , Dist – Dhanbad , Jharkhand , Pin – 826005 , herein after called and referred to as the **Developer** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and included its successor-in-office and assigns) of the **SECOND PARTY** of the other Part.

In this Present the Term and Expression Land Owners / First Party And Developers / Second Party Unless Exclude By Or Repugnant At The Subject Respective Legal Heirs , Successors, Administrators, Executors And Assigns .

Sri. BHOLA SAW, S/o – Sri. Durga Saw , Maheshpur , P.O – Maheshpur , P.S – Madhuban, Dist – Dhanbad (Jharkhand). C.S. Plot no. 64, C.S.Khata no – 9 , Mouza Kolakusma, Mouza No. 12 , C.S. Plot no. 66 , Khata no. 32, Measuring and total area at **Sixty Two point Five Seven (62.57) Decimal** Situated at Dhanbad , Shivam colony Morefully.

AND WHEREAS In order to Develop their respective lands and members at First Party have Amalgamated their land in to one piece having total area of **62.57 Decimal** Morefully.

WHEREAS OWNERS Namely Sri. **BHOLA SAW**, S/o – Sri. Durga Saw , owner in possession at otherwise sufficiently entitled to the vacant land within the lament at Dhanbad municipal corporation Situated and lying at Dhanbad Shivam Colony, P.S –

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Saraidhela Jharkhand Herein under the aforesaid property is in Exclusive Possession at their having at Salute Right Titles and free from all Encum Brance Debets lien, Charges and all attachment in make table condition and having their self goods right , fully power and absolute authority to transfer the whole or part of the said property.

And Whereas The land owners desired To Develop the same by constructing and raising a multi storied Building on their amalgamated land More fully Described .

And Whereas The Builder /Developer' requested the land owner to permit them to Develop the said property measuring **62.57 Decimal** (More fully described in the schedule (C) Here after called the said property as per the plan . Sanction by Municipal , and other concurred authorities and to put up a multi stored building there on at their own costs and expenses which the land owners have agreed to allow on certain terms and conditions mutually agreed up O on by and between them.

AND WHEREAS The Builder / Developer have agreed to construct multistoried building on the said land in accordance with sanctioned plan .

AND WHEREAS THE Builder / Developer have satisfied themselves about the Right , Title and Possession of the land owner in the said property and the technical feasibility of the construction of the proposed project and all other related matters.

NOW THIS AGREEMENT WITNESSESS AND IT IS AGREED TO BY AND BETWEEN THE PARTIES HERE TO AS UNDER:

1. Definition : Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them.

1.1 BUILDING shall mean the building to be constructed on the land property in accordance with the plan to be sanctioned by Municipal.

1.2 Flat shall mean super built up area and covered space consisting of Bedrooms , Living room , Bathroom , Kitchen , Balcony , Verandah , And proportionate area of staircase Generator, Lift and Pump room, if any

1.3 PARKING SPACE : It shall mean any place in covered area reserved for parking of motor car in the stilt which is not the part of common area and which is to be allotted by the Builder / Developer.

1.4 Common Facilities : it shall include the following :-

- A) The Foundation , Columns , Beams , Support Corridors , Lobbies , Stairs, Star way Landings ,Entrance , Exists Excluding .The roof right shall always be width the land owner

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- B) Pump Installation , Lift And Installation Etc.
- C) Tube – Well , Water Tank , Water Pipes and other Plumbing Installation , Pumps, Lifts, Generators Etc.
- D) Common passages , Drive ways Excluding the Car Parking area, If any
- E) Electrical wiring , Meters and Fixtures Excluding those as are Installed for any particular flat .

COMMON EXPENSES : It shall Include the following Expenditures :-

- (A) The expenses of administration , Maintenance , Repair , Replier replacement of common parts , Equipment and accessories , Common areas and facilities including white washing , Painting and decoration and exterior portion of the said Building the boundary walls, Entrance , Staircase , Landings , Gutters , Rainwater pipes , Motor Pump , Tube Well , Lift , Generators , Wiring and installation , Sew ere , Drains and all Other common parts , Fixture , Fittings , And requirements in under or upon the building enjoyed or used in common by the land owners intending purchasers , Co – Purchasers or other occupiers thereto .
- (B) The cost of cleaning , Maintenance and lighting the main entrance , Passages , Landings , Staircase and other part of the building as enjoyed or used in common by the occupire of the said building .
- (C) The salaries of managers , Clerks , Bill collectors , Security Guard , Plumbers, electricians , Sweepers etc .
- (D) The cost of working repairs , Replacement and maintenance of pumps , Tube well , Lifts , Generators and other plumbing works including all other service charges of services rendered in common to all occupiers .
- (E) Municipal taxes and other taxes and other outgoing .
- (F) Insurance of Building against Earthquake , Fire , Mob damages And civil commotion etc .
- (G) All electrical charges payable in common for the common portion of the said building .

1.6 LAND OWNER' S ALOCATION : It shall be the constructed area in the form of flat/ flats in the aforesaid building more fully described in schedule 'E' as per the specifications mentioned under schedule 'E' together with car parking space.

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- (A) The builder/ developer shall at its own construction and expenses Contract, Create and complete the said building in all respect and shall allocate to the Land owner flat/ flats

Admeasuring Residential 41% (THE LAND OWNER) of the total sanction area in the aforesaid building and the car parking space will be allotted in accordance to number of flat / flats to be allocated against Residential 41% of the total sanctioned area with 41 % of the residential car parking space

- (B) In case the total area of the flats to be given to the land owner increase or decreased, the cash value shall be adjusted as follows.

Variation in Rs. 1700/- (one thousand seven hundred) only per Sq. ft however , such variation will not be more than _____ Sq. ft.

- (C) DEVELOPERS' S SHARE : The developer shall be entitled to hold Residential 59% sanction area in the proposed building and similar shall have Residential 59% space in parking area along with proportionate. absolute right, title and interest over its share and entitled to deal / sell the same to any prospective purchaser but in all cases can sent of the land lord should be obtained.

2. The land owner shall permit the builder / developer and the builder/ Developer shall develop at their own cost, risk, expenses and responsibilities and on principal to principle basis and not as agent of The Land Owner putting multi - storied building on the said property situated, laying and being at Dhanbad Ps. Saraidhela the city and district of Dhanbad, more fully described in schedule below hereto having an area of approx. **62.57 Decimal** more or less, with The best material and as per the plans sanctioned by Municipal Dhanbad and also as per the terms and condition imposed by the concerned authorities while sanctioning the said plans.
3. In pursuance of the agreement the land owner are, carrying, license to the builder/ developer to enter the said property, develop and construct the multi - storied building on the plan sanctioned by Municipal corporation at their own Cost and risk, and conferring on them the right, power privileges and benefits mentioned herein.
4. The Builder/ developer may submit revised building plan to municipal corporation Dhanbad for sanction of a multi - storied building in their own name but before the LAND OWNER be obtained . The consenting writing

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from the LAND Dhanbad for sanction of a multi- storied building in their own name but before submitting the revised plan the consenting writing from the LAND OWNER be obtained. the cost of preparation of the said plans and getting the same sanctioned and all other incidental costs and expenses has already been born by the builder/ developer. the land owner shall not bear any sort of expenditure towards sanction of building plan for the approval shall be submitted within here month from the date of this agreement .

5. That the builder/ developer shall construct and hand over to the land owner agreed percentages of the constructed built- up area in the form of flat within a period of **Thirty months** from the date of sanction of the plan / map by the municipal Dhanbad with a grace period of further **six months**. the land owner shall automatically be deemed to have taken possession his / her share of built - up area as soon as the same is ready in all respect not with standing delay in formal allotment and handing over possession by the builder/ developer.
6. That it is further agreed between the parties here to that till the construction of the building is not complete and the building is not ready for handing over the possession of the same, the municipal taxes and other taxes with respect to the building shall be borne and paid by the builder/ developer, but as soon as the building is ready for delivery of the possession to the land owner for their share of agreed percentage of The constructed/ sanctioned map area and the same is actually delivered to the land owner shall be liable and responsible to pay the municipal taxes a maintenance charges in respect of their share.
7. That the land owner shall dully answer all requisitions and objections With respect to the title of the properties as may be made from time by the builder/ developer and shall ensure a good and marketable title here to the reasonable satisfaction of the builder / developer free from all encumbrances, trusts, liens, impendence, tenancy attachment, debts, charges etc.
8. That immediately after the execution of the this agreement the land owner shall permit the builder/ developer to install and fix a board on the said property for the proposed construction of multi - storied building and shall permit the builder / developer to publish advertise and invite offers for purchase of proportionate share of land and construction of complex to be construction on the site of the said property for which the land owner shall not charges for fixing up such board / boards on the site of the said property nor would they raise any objection to the same. the builder/ developer shall be at liberty to conclude any final deal with any proposed purchaser or purchasers in respects of builder / developer share.
9. That it is expressly agreed that all cost, charges and expenses for obtaining sanction of plan, execution of this deed, registration charges and other costs charges and by the builder/ developer or it's nominee and the land costs. charges and expenses.

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10. That the builder/ developer shall immediately after the completion of the multi - storied building, allot and hand over the agreed percentages of the constructed built up area to the land owner fully completed according to the choice of the land owner in all respects. the builder/ developer and or their nominee or nominees shall solely and exclusively be entitled to the rest of the developed or the constructed area of the building and they shall have absolute right, title and interest over the same as per the conditions of the conveyance executed by the land owner.
11. In the event of the builder / developer neglecting and or failing to complete the construction of the aforesaid building within the stipulated period of **Thirty** months from the date of sanction of the building plan by municipal Dhanbad, a further grace period of **6 (Six)** months will be allowed to builder/ developer for completing the construction.
12. That the builder/ developer shall be entitled to advertise in their own name regarding the development of the said property, and also for sale of his share of area in the building to be constructed however, the -----
13. Construction of the said multi - storied building and for other works connected here to, the land owner shall, at the cost and request of the builder/ developer execute a registered power of attorney within fifteen days from the date of execution of this agreement in favor of the builder/developer or in the name of its nominee giving time all necessary powers required to carry out the work of development and completion of the project, the land owner shall also authorize the power of attorney holder to create sale agreement / deed in favor of prospective purchaser but the land owner shall not be liable or responsible for any other act done by the builder / developer pursuant to such power of attorney.
14. That if either party be prevented from performing their part of the obligation under this agreement due to the existence of force majeure such as earthquake, flood, riot, war, storm, tempest, civil commotion, blasts, malicious damage, fire or any other cause beyond the control of the parties concerned provided the causes was not induced by the party themselves, the party themselves, the matter will be resolved by them with mutual consent.
15. That the builder/ developer will be entitled to modify the approved building plans as they deem fit and proper and such modification shall always be as per the rules and regulations and building by laws duly approved by municipal but before submitting the said modification plan for approved written consent from the LAND OWNER would be obtained by the developer.
16. That the builder / developer shall not mortgage the area of the land owner's portion / share with any bank or any financial institution. However, the remaining area of the builder / developer share can be Mortgaged to any bank or any financial institution. For the development of the complex or building but

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for that the builder / developer and the building / developer shall always keep the land owner indemnified in his respect.

17. That is any dispute of difference between the parties arise regarding the Meaning assigned construction interpretation of any part of this agreement of right and liabilities the parties here to the same shall be referred to the arbitration of two independent arbitrators umpires shall be final and conclusive between the parties and this clause shall be deemed to be submission within the meaning of arbitration act, 1996 and its statutory modification enactment's from to time within the jurisdiction of Dhanbad court.
18. That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties here to and the land owner are also not entitled to get any share of profit except the agreed percentage of the total super built of area as agreed to above. the land owner will not be liable to contribute the loss, if incurred by the builder/ developer in course are to be born by the builder/ developer .
19. That the builder / developer shall always save harmless- and keep indemnified the land owner against the land owner on account of the builder / developer for carrying out the said development work and liability if any.
20. That the builder / developer have been authorized to amalgamate the adjacent land with the land of the first party in order to make the project viable. the benefit of amalgamation shall proportionally pass on to land owner in the ratio of their individual holding.
21. It is hereby expressly agreed by and between the parties here to that it will be the responsibility of land owner and the developers jointly to defend all actions and proceedings in respect of the title of the aforesaid land property, if circumstances require for same.
22. Any notice required to be given by the developer shall without prejudice any other mode of service available deemed to have been served on the land owner if delivered by hand and ducky acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise de deemed to have been served on the developer if delivered by hand or sent by pre- paid registered post to the registered officer of the developer.
23. Any notice required to be given by the Developer shall with out prejudice to any other mode of service availed deemed to have been served on the land owners if delivered by hand and ducky acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise de deemed to have been served on the Developer if delivered by hand or

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sent by Pre- Paid registered post to the registered officer of the Developer .

In witnesses where of the land owner person

In witnesses where of the land owner personally and the authorized director of the builder / developer personally and have for their signature on the development agreement at Dhanbad on day.

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Land Owner

Witness:

1. *Prabir Das .*
S/o. Late Jaguswar Das ,
Barmania, Dhanbad .

2. *Sudhan Kaur / Koshi*
S/o Manohar Dal Koshi
Sharia Dhanbad

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Builder/ developer

SCHEDULE - A

Sri. **BHOLA SAW** , S/o – Sri Durga Saw , Dhanbad Shivam Colony , Govindpur road , Dhanbad ,Jharkhand. C.S. Plot No – 64, C.S. Khata No – 9, C.S. Plot no. 66 , Khata no. 32 Mouza Kolakusma , Mouza no. 12 , And measuring and total area **62.57 Decimals** situated at Dhanbad , Govindpur road, P.S – Saraidhela , Jharkhand .

North – Boundry of Brindawan colony
 East – Manoj Gupta
 South – Plot no. 63 .
 West – Plot no – 67 & 68.

SCHEDULE OF PROPERTY – D

The total built-up area of the building on ground to top floor which shall be constructed by the Builder / Developer on the land , out of which the land owner shall be allowed and handed over agreed percentage of the built-up area of the entire constructed area , the built-up area which shall be fine finished as per the finishing standard fixed by the Builder / Developer and agreed upon by the Land owner .

SCHEDULE – ‘D’ SPECIFICATION

Foundation	:	RCC footing pedestal & column with anti termite treatment both in foundation & plinth area .
Wall	:	External – 10” Bricks work . Internal - 5” Brick work .
Door	:	Frame - Wood . Shutter – 32 mm thick commercial flush door .
Door fitting	:	Doors – Stainless steel .
Wall finish	:	Internal - Plaster of Paris . External – White cement paint / Weather coat over cement plaster .
Window	:	Two track aluminium windows & Grill of square bar .
Flooring	:	Drawing / Dinner : Vitrified tiles (standard make) Kitchen & Bathrooms – Non-skid ceramic tiles (standard make).

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		Other areas – Ceramic floor tiles (standard make).
Kitchen	:	Working platform – 20 mm thick granite top . Sink – 24" × 6" stainless steel sink with c.p. cock (standard make) . Dado – 3" × 6" height white glazed tiles (standard make) Platform .
Toilete	:	Dado – 5" height white glazed tiles (standard make) . Fittings – All c.p. fitting will be standard make . Sanitary ware – White glazed vitreous sanitary ware & PVC cistern in white colour .
Electrical	:	Standard make .
Power Plug for AC	∴	Provisional for drawing room & one bed rooms .

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