



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

**Receipt Number :** 3147e917ee3764135087

**Receipt Date :** 05-Mar-2024 07:50:17 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 :** MS S D MULTI BUILDCOM

**Purpose of stamp duty paid :** DEVELOPMENT AGREEMENT

**First Party Name :** DEEPAK KUMAR

**Second Party Name :** MS S D MULTI BUILDCOM

**GRN Number :** 2401015316

-: 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।

M/s S.D. MULTI BUILDCOM

Partner

**DEVELOPMENT AGREEMENT**

This Development Agreement made this the 08<sup>th</sup> day of March, 2024 by and

Between

We, Deepak Kumar, S/o Shree Ram Swaroop Prasad, Aadhar No.- 2690 2191 4654 by caste Kaistha, at R/o Q. No. 219, Sector 3/B, Post Sector 3, Bokaro Steel City, Dist-Bokaro, Jharkhand, Pin- 827003 herein after called the land owners(which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representatives and assigns) of the

.....FIRST PART

AND

M/s S.D. MULTI BUILDCOM (Pan no ACBFS1310E) a Partnership Firm represented by its Partner Sri MANOJ KUMAR OJHA S/o Late Birendra Ojha , Aadhar no. 3656 7775 8455 R/o House no 157, Luby Circular Road, behind Kala Bhawan, Manoram Nagar P.O. Dhanbad P.S. Dhanbad & Dist Dhanbad, hereinafter called the Developers /Promoters /Builders /Second party (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, administrators, legal representatives, nominee and assigns) of the –

-----SECOND PART

AND

Whereas, the party of the First Part hereto is the exclusive and absolute owners of the said property fully described in the schedule 'A' of this agreement by exercising diverse acts of ownership and possession. The land is free from all encumbrances, lien & charges 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 the land owners take the responsibility to keep the developer indemnified all the times and if any dispute arisen within the family members or any other person claiming over the schedule land. The land owners will be fully responsible to solve the dispute and indemnify the loss to Developer (If any) .

AND

Whereas, the first parties have purchased the land under Mouza Chas Mouza No- 30 Khata no 456, Plot no 998, Area 42 decimals of land by virtue of registered sale deed no 4076, 4077, Dated 13/06/2006, and Deed No. 4199 Dated 15/06/2006 registered at Sadar Registry Office Chas, Bokaro, from the other co-sharers of the property./vendors namely Shri Yugal Kishor Mahato, S/o Late Tapa Mahato at R/o Chas Tolla Bhalsundha, Chas Bokaro, Dist Bokaro, Jharkhand .The details of property is fully mentioned in schedule

M/s S.D. MULTI BUILDCOM

*Deepak Kumar*

*[Signature]*  
Partner

(A) below. The documents entered in the record of Sub Registry office, Bokaro as Book no-..... Volume no ..... Page no ..... in the year 2006. After purchase the first parties applied for mutation of their names in the record of revenue circle office Chas which is under process .

AND

Whereas, as per sale deed no 4076, 4077 and 4199/ 2006 the nature of land is mentioned as agricultural land. So the landowners have assured the 2<sup>nd</sup> party that after mutation they will apply for conversation of land as residential or any other purposes at their own cost within two months from the date of mutation order before the competent authority of Revenue department of Bokaro.

AND.

WHEREAS the Developer has requested the land owners to allow him to develop the said property and on the negotiation made between the parties hereto the landowners have agreed to the proposal and to authorize the developers to develop the Schedule 'A' below mentioned lands for constructing a new multistoried building on the ownership basis.

AND

Whereas the Developer Co has agreed to develop the said land to construct a multistoried building for Commercial cum residential purposes with object of selling flats /office etc. in the said multistoried Building commonly known as SHREE SIDDHIVINAYAK COMPLEX.

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

1. That, this Agreement for development and construction is being made on the express understanding that the Developer Co 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 Co.
2. That, the Developer Co hereby agrees and undertakes to obtain necessary sanction and permission for construction of multistoried building from competent Authority from Jharkhand Real Estate (Regulation & Development )/ Bokaro Municipal Corporation /MADA Town planning and local authorities on the premises fully described in the schedule of this agreement within 06 to 12 (six to twelve) months after obtaining copy of mutation order issued in favour of landowners ,land conversation order of the land and completion of all type of clearance of land by the land owners.

M/s S.D. MULTI BUILDCOM


*Deputy Manager*

  
Partner

3. That, consideration of the land owners have agreed to entrust to the Developer Co the development of their land fully described in the schedule and construction of the said multistoried building at the said premises and in connection therewith, authorizing the Developers to exercise the rights, powers, privileges and benefits of the owners and the owner will execute a Regtd power of attorney to his 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 writing, agreements., conveyances and or other transfer documents and perfecting such deeds and developments and writing by requisition thereof. The developer has agreed to pay Rs 15 Lakh(Rupees Fifteen lakhs) only by three cheques vide (i) Cheque no 807158 Amount 5,00,000/- dt 08/03/2024 drawn on State Bank of India, City Branch,(ii)vide Cheque no 807159 Amount 5,00,000/- dt 08/03/2024 drawn on S.B.I. City Branch ,Dhanbad, (iii) vide Cheque no 807160 Amount \_\_\_\_\_ dt \_\_\_\_\_ drawn on S.B.I. City Branch ,Dhanbad.
4. That, it is mutually agreed between the land owners and the Developer Co that the landowners will get 35 % of the total constructed area and parking space and rest 65% constructed area will be given to Developer /Builder. The Common facilities and amenities will be enjoyed by both the Parties.
5. That, it is also agreed by the parties hereto that total advance i.e. the sum of Rs.15 Lakh only (Rs Fifteen Lakhs only) will be adjusted by the developer by giving its share in shape of flat(s)/office cum shop at the rate of cost of the construction only.
6. That, the land owners will hand over the peacefully and fully vacant possession of the land described in the schedule of the agreement within a period of 15 days from the date of signing of this agreement after receiving payment or subject to clearance of Cheque.(If any).
7. 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/approved according to the specification and particulars given therein.
8. That, the development of the said land and construction of the said multistoried building would be at the sole risk and expenses of the Developer Co and Developers would comply with all statutory provisions, rules and regulations in

M/s S.D. MULTI BUILD COM

*Deepak Kumar*

  
Partner

relation thereto and the owners shall not be held liable for the same in any manner.

9. That, all the flat owners including land owners share will have equitable right, title, interest over the common areas like passage, garden, common passage, lift, guard room, generator etc after the said flats of the apartments are sold to them respectively.
10. That, the Developer will positively construct the said multistoried building as per specification and approved plan of the apartment by the competent authority within 03 years from the date of approval of the plans by the JRERA/BMC/MADA (T.P.) for the said construction over the schedule land of this agreement. The Developers shall insure that the processes of approval of plan by the competent Authority not to be more than six months. The owners shall deliver all the original title deeds/documents in connection with the said lands to Developer. The original sale deed and related papers of the land will be kept by Developer for the purpose of approval of map and for Bank purposes for the intended Flat purchaser(s).
11. That, owners hereby given permission to Developer to enter the said property for the purpose of development and construction of the multistoried building.
12. That, owners/First Parties agreed to execute the necessary power of Attorney authorizing the Developers to do all such acts and things that are necessary for the development of the said land, construction of the building and to obtain permission from the concerned department /office and taking advance booking for the apartments or flat/office etc to be constructed on the said premises.
13. That, owners/First Parties agreed to sign and execute from time to time plans, applications for lay-outs subdivision, construction of building and other applications necessary to be submitted to the authorities concerned at the request of and at the cost of developer.
14. That, the first parties shall not be liable for any action fines, penalties or costs and expenses for any violation of any statutory provisions in relation to the said development and construction over the schedule land by the Developer's Company.
15. That, the first party shall not object to any construction or laying of sewerage, drainage, water pipes, cable or other pipes, cable or other provisions made in

M/s S.D. MULTI BUILD COM

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*D. S. Srinivasan*

*[Signature]*  
Partner

accordance with the law and scheme of construction of the said multistoried building.

16. That, the Developers will be at liberty to generate funds by advertisement/selling/ booking 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.
17. That, the copy of the power of the Attorney and Development agreement copy will be given to the owners by the Developer.
18. That, the first parties undertake to execute the Registered power of attorney in favour of Developer to be used for sale of the Commercial Cum Residential Flats / offices shop etc of the said Apartment over the schedule land of this Agreement as soon as the real construction work of the Apartment will takes place.
19. 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 the purchasers.
20. That, the Developers undertakes to obtain all sorts of Government clearances and govt. sanctions from the concerned competent authority for the proposed construction of the multistoried Apartment over the schedule land of this agreement at its own cost and responsibility.
21. That, the first parties will not be held liable and responsible for any payments to be made whatsoever to the labourers, workers and staff employed by the Developers and to any government agencies or local bodies in respect to the proposed construction over the schedule land of this agreement and that will be the sole responsibility of the Developer's Co.
22. That, the first parties will not be held liable and responsible for any untoward Incident or accident etc. that may occur during the construction work of the said apartment and the Developer will be solely responsible for the same and indemnify the owners in case of any such eventuality.
23. That, the Developers shall abide by the specifications and good quality of the proposed construction of the entire building and both the owners and Developers shall strictly abide by the terms and conditions as agreed upon this agreement.

M/s S.D. MULTI BUILD COM

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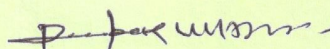
*[Handwritten signature]*

*[Handwritten signature]*  
Partner

24. That, the Developer shall be solely entitled for booking and sale of flats & office, to receive the payment in lieu of sale/ booking of this proposed apartment as per the shares allotted in this agreement by & between landowners & the Developer.
25. That, the Developer undertakes to keep the owners fully indemnified against and harmless from any losses, costs, charges, expenses or claims by any of developer's construction, workers or agents for any breach of any statutory or contractual obligations.
26. That, the Developer shall be fully liable for construction if any damage will be done by Developer during construction viz electric pole telephone pole etc.
27. That The Developer covenants and agreed to complete the development and construction of the building with all amenities therein and thereon within 3 (Three) years from the date of sanction of the plan with a grace period of 06 to 12 (Six to Twelve) months subject to force major reasons and/or other reasons beyond the control of the Developers in which event the time to complete the construction of the said building shall reasonably stand extended from time to time. The time is an essence of this contract. The Developer covenants agree and undertake to submit the building plan before the sanction and approval authority maximum period of 6 month from the date of completing and clearance of all the land documents and complete the multi storied building within 3 years from the date of sanction of plan from the competent Authority. Besides the same, maximum of 6 (Six) months grace period shall be allowed as extension period for unforeseen circumstances and situation are not within the control of the Developer.
28. That , If case any dispute arises in connection with Title and right of landowners and construction work will be stopped or paralyzed then land owners will be fully liable to indemnify the losses occurred by the Developer's company.
29. That, landowner declares that they have not agreed, committed to or contracted or entered into any agreement for sale or lease ,mortgage of the said property or any part thereof to any person other than the Developer .They had not created any lien, charges, mortgage or encumbrances on the said property and that they would keep the said property free from all encumbrances during the subsisting of these presents.
30. That ,The landowner declare that they have not received and to be acknowledged govt. local authority, municipal authority or any other authority has not issued any notice effecting the said property or for acquisition of land or imposing any

M/s S.D. MULTI BUILD COM

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Partner

restrictions on the development of the said property in the manner proposed herein.

31. That , Developer shall get the building plan prepared through any reputed Engineer/Architects or planner and all the materials for construction of multistoried Building will be used in standard quality and from reputed company .
32. That, after obtaining completion certificate/NOC of the said building from MADA (TP)/competent Authority as per provision of Jharkhand Apartment Act, the Developer shall give notice in writing to the landowners then the landowners would be at liberty to take possession on and from the date specified of the landowners allocation in the said building, on receipt of the notice on and from the date mentioned in the notice for taking possession, the landowners shall responsible to pay all taxes, services charges and other outgoings in respect of the common facilities in the said building proportionate to the landowners allocation, Provided that any additional insurance premises costs or expenses by way of maintenance for any particular use of for any portion within the landowners allocation shall be paid by the landowners.
33. The landowners shall be borne towards the cost, security, deposits for installation of electric meter, transformer, generator, municipal, water tax connection etc, in the said building to the extent of proportionate share of landowners allocation share.
34. That, In addition to the portion of the said building in the land owners allocation, the landowners shall have no exclusive right, title and interest in respect of the roof of the said building. All the Flat owners of the said building will have use the roof equitably.
35. That, this agreement is exclusively subject to the jurisdiction of the competent Civil Court, Bokaro.
36. That, all disputes arising out of this agreement or regarding any matter connected with this agreement shall be settled by negotiations, if no settlement can be arrived as a result of those negotiations, the dispute 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.

M/s S.D. MULTI BUILDCOM

*D. K. Sharma*

*[Signature]*  
Partner



In Witness where of the parties here to have signed, sealed and delivered these Presents on the day, month and year first above written.

**Schedule' A" Of the Property**

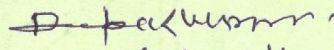
All the piece and parcel of the land situated in Mouza Chas, Sadar Registry office Chas Bokaro, Police Station- Chas, Dist Bokaro, Mouza- CHAS, Mouza No- 30 Khata no- 456, Plot no- 998, Area- 42 decimals out of which 32.59 decimals of land covered by sale deed no 4076, 4077 dated- 13/06/2006 and Deed No.- 4199 dated 15/06/2006, which is butted and bounded as under :-

North :- Rest Plot of 998,  
South :- Road,  
East :- Plot no. 999,  
West :- Proposed Road.

**Witnesses:-**


1. अलखर साव  
गुप्त - स्वरे हरदेर साव  
रिजुडी, सोनारंग, भाकामर  
2. गुप्त - अकरा रीम भि  
Ajay Kumar  
Sp to Surendra Prasad,  
Dehau Baredh,  
Dhaubad -

**Executants  
Landowners /First Parties**

  
8/2/2024

**Developer / Second Party.**

**M/s S.D. MULTI BUILDCON**

  
Partner 8/3/2024