



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

NOTARY
DHANBAD

Receipt Number : 18f0fd3c6b9accbfa323

Receipt Date : 31-Dec-2020 11:24:02 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

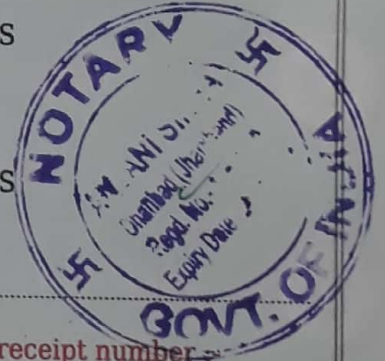
Stamp Duty Paid By : SHREE GROUP HOMES

Purpose of stamp duty paid : AGREEMENT

First Party Name : JAYDEO YADAV

Second Party Name : SHREE GROUP HOMES

GRN Number : 2003591961



-: 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।

Mithilesh Kumar

Amrit

65120199

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DEVELOPMENT AGREEMENT

This agreement made this _____ day of June, 2020
BY AND BETWEEN **Sri Jagdeo yadav** Son of Late Gobardhan Yadav,
by faith Hindu by caste- Gowala, by occupation-Business, Resident of 6/7
Jamadoba, Sashtri Nagar P.O – Bhaga, P.S –Jorapokhar, Dist- Dhanbad
(Jharkhand). Hereinafter called and referred to as the **OWNER** (which
expression shall unless excluded by or repugnant to the context be deemed
to include his heirs, successors, administrators, executors, assigns etc) of
the **FIRST PART**.

AND

SHREE GROUP HOMES , A Partnership Firm, having its office at
Imperial Tower, Baromuri, P.O . “B” Polytechnicm P.S . and District -

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Mithilesh Kumar
Amit

पुस्तक संकलन

Dhanbad represented through its Partners **1. Sri Mithilesh Kumar S/o Sri Kaleshwar Yadav**, by faith Hindu, by caste- Gowala, by occupation Business, resident of Bishunpur, Teachers Colony P.O. "B" Polytechnic P.S. and District- Dhanbad, **2. Sri Basant Kumar Yadav** son of Sri Doman Yadav by faith Hindu, by caste- Gowala, by occupation Business, resident of Baromuri Khtal P.O. "B" Polytechnic P.S. and District- Dhanbad and **3. Sri Amit Kumar** son of Sri Yogendra Yadav, by faith Hindu, by caste- Gowala, by occupation Business, resident of Near 6/7 pit colliery, Sashtri Nagar P.O. Bhaga, P.S. Jorapokhar Dist- Dhanbad (Jharkhand). Hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded y or repugnant to the context be deemed to include their heirs, successors, administrators, executors, assigns etc) of the **SECOND PART**.

AND WHEREAS the land morefully described in the schedule A below originally belong to and recorded in the name of Maan Govind Mayra in the last cadastral survey settlement record of right.

AND WHEREAS aforesaid Maan Govind Mayra died leaving behind his sons namely Kirtan Mayra and others as his legal heirs and successors.

AND WHEREAS Kirtan Mayra died leaving behind his sons namely Bhikhan Mayra and others as his legal heirs and successors.



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AND WHEREAS after the death of Kirtan Mayra his sons Bhikhan Mayra and others inherited the land left by Kirtan Mayra by virtue of inheritance and succession and came in possession of the same as his legal heirs and successors.

AND WHEREAS Bhikhan Mayra while thus in peaceful and undisturbed possession of the land morefully described in the schedule A below by exercising his diverse acts of ownership and possession sold and transferred the same to Sri Jagdeo Yadav son of Late Gobardhan Yadav by registered sale deed No. 7682 dated 08/11/2012, registered at sadar sub registry office, Dhanbad and is entered in Book No. 1, Volume No. 249 at page 191 to 208 for the year 2012 and put the said Jagdeo Yadav in possession of the same.

AND WHEREAS Sri Jagdeo Yadav (Owner) after purchasing the land morefully described in the schedule A below in the manner stated here-in-above, applied for mutation of his name vide Mutation case No. 2061(vi) 2013-2014 which was allowed and accordingly he paid rent to the state up to 2020-2021.

AND WHEREAS recently the "DEVELOPER" above named approached the "OWNER" above named and expressed willingness to get the Schedule A land/property develop by constructing multistoried building complex comprising of residential flats, commercial shops etc constructed thereon and the OWNER agreed to get developed the said property subject to the standard terms, conditions and covenants prevalent in the trade.

Handwritten notes on the left margin: "Mihalesh Kumar" and "Ashwani Sinha".

35/11/2024



AND WHEREAS after following negotiations the **“DEVELOPER”** and the **“OWNER”**, whereby the Developer had agreed to develop and the owner had agreed to get developed Schedule A land/property vide this agreement by getting multi storied building complex comprising of residential flats, commercial shops etc constructed thereon for the consideration and on the terms and conditions mentioned in this agreement.

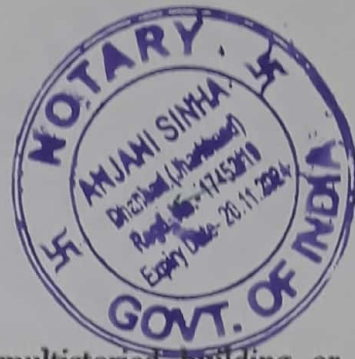
AND WHEREAS the **“DEVELOPER”** shall get requisite building Plan sanctioned by Mineral Area Development Authority (MADA) of schedule A land for development.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

Mithilesh Kumar
Abhishek Kumar

- 1. That,** the land is free from all encumbrances and the Owner has perfect marketable title in the schedule A land and if any defect and encumbrances is detected the **Owner** shall keep the **Developer** indemnified against all such losses.
- 2. That,** owner has delivered the vacant possession of the schedule A land to the developer for development thereof in terms of this agreement.
- 3. That,** the developer shall develop Schedule A land by constructing a multi storied building thereon as the building plan to be sanctioned by MADA.

5/3/2019



4. That, the entire cost of construction of a multistoried building or apartment on Schedule A land with all costs incidental thereto getting the said land ready for such construction, getting building plan prepared and sanctioned by MADA etc shall be borne by the Developer.

5. That, The Owner has agreed:

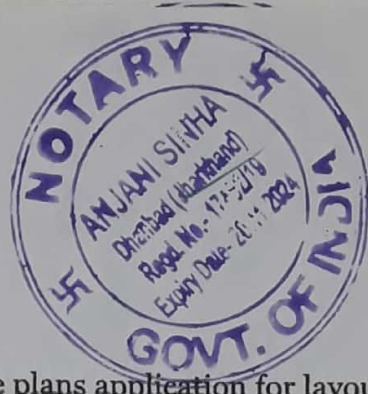
- i) To execute a General Power of Attorney in favour of the Developer for construction of New Building on the said land and also for selling/ transferring/ disposing of the Developer's portions of the New Building including proportionate share in the said land to intending buyers.
- ii) To make payment of the municipal rates taxes and others outgoings including electricity charges payable in respect of the said land upto the date of handing over the vacant possession of the said land to the Developer.
- iii) To co-operate and/or assist the Developer in undertaking the work of the development and/or construction of the New Building in accordance with the Plan.
- iv) To empower the Developer by means of aforementioned Power Of Attorney to sell/ lease/ dispose of flats etc of the developers allocation to the intending buyers by executing sale deed in favour of those buyers and presenting such sale deeds before Sub-Registrar Dhanbad for registration thereof and receiving the sale considerations from the buyers.
- v) To do all other acts deeds and things as may be necessary and/or required from time to time.

Mithilesh Kumar

Prmit

पश्चिम बंगाल

63/11/2019



vi) To sign and execute from time to time plans application for layouts, subdivision, construction of the building and other application necessary to be submitted to the authorities concerned at the request of the developer.

vii) That, the Owner shall deliver to the developer all title deeds, mutation order, rent receipt and other relevant documents relating to Schedule A land to the Developer which may be required for the various purposes.

Mithilesh Kumar
Ankit
SINHA

6. 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.

7. 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 and developer will comply with all statutory provisions, rules and regulation in relation thereto and the owners shall not be held liable for the same in any manner.

8. That, if any changes of any kind in the construction and furnishing of the said flats of the owner, if desired by him then that will have to be done at his cost and resources. The developer will not be responsible for undertaking any such kind of work.

9. That, all the flat owners will have equitable rights, interests and title over the common areas such as passage, terrace, staircase, generator room etc. Common area morefully described in schedule B below.

21/1/99



Mithilesh Kumar
Admit

21/1/99

10. **That,** the owner shall not be liable for any actions fines, penalties or cost and expenses for any violation of any statutory provision in relation to the said development and construction by the developer.
11. **That,** the developer will be at liberty to generate funds by advertisement/ selling/booking/mortgaging of flats of his share of the proposed apartment.
12. **That,** the owner shall not object to any construction or laying of sewerage, drainage, water pipes, cables or other provision made in accordance with the law and scheme of construction of the said multistoried building.
13. **That,** the land owner will co-operate in any means of legal and administrative matters for speedy construction of the said development. Any delay by local administration will be borne by both land owner and the developer.
14. **That,** the owner will not be held liable and responsible for any payments during the construction period to be made whatsoever to the laborers, 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 A land of this agreement and that will be the sole responsibility of the developer.

23/11/2019



15. That, the **OWNER'S ALLOCATION** shall mean all that the **30%** of the constructed area and **30%** out of the total numbers of car parking available of the total Area including the proportionate share in the common facilities and amenities of the New Building, as certified by the Architect.

16. That, the **DEVELOPER'S ALLOCATION** shall mean all that the **70%** of the constructed area and **70%** out of the total numbers of car parking available of the total Area including the proportionate share in the common facilities and amenities of the New Building, as certified by the Architect.

Mithilesh Kumar

23/11/2019

17. That, the land owner hereby declares that the Schedule A property is free from all encumbrances, debts, lien, charges etc. and the land owner has absolute marketable title over the Schedule A land of this agreement and have no legal case suit or suits pending before any court of justice in respect to the Schedule "A" land of this agreement and if so, the **Owner** will be solely responsible for it and damages will have to be paid to the **Developer**.

18. That, the **Owner** has already given exclusive possession of the Schedule A land for the purpose of development thereof and the **Developer** will carry out of preliminary works like removal of old structure and debris thereof, leveling of the said land and surrounding the same with boundary wall etc. essential for commencement of the development work forthwith and immediately on execution of this agreement as well as simultaneous power of attorney the **Developer** shall commence the development work.

23/10/2019



19. **That, Owner** shall not be liable and/or responsible for any accident that may occur during construction work or any problem arising out of circumstances not attributable to the **Owner**.

20. **That, the Developer** shall abide by the specification and maintain a good quality of construction of the entire building as per details mentioned in Schedule C below.

Mithilesh Kumar

21/10/2019

21. **That, the Developer** shall complete the construction of the proposed building and hand over the possession of owner's portion to the owners, subject to the force majeure, within 36 months from the date of this agreement but in case of circumstances beyond the control of the **Developer**, the period of completion may be extended for another 6 months.

22. **That, the Developer** hereby covenants with the owner that they shall hand over the **Owner** the flats constituting the owner's portion in fully completed state.

23. **That, the Owner** has no objection if the building uses the top roof of the multistoried building for any purpose including the purpose of construction permitted by and under the law.

24. **That, in the event of Dhanbad Municipal Corporation and Others Authorities** concerned permitting any further vertical or horizontal extension or construction in the said building then in that event the same

25/11/2024



will be divided and shared between the **Owner** and the **Developer** in the same ratio in which the existing building or New Building has been agreed to sale by this agreement. Provided however, that in that event the **Developer** shall be entitled to connect common amenities such as water and sewerage connection of the proposed new construction with the then existing construction at the said land and the **Owner** hereby consents for the same. This expansion will only be done by the Developer if the Owner gives their consent in writing.

Mithilesh Kumar

25/11/2024

25. **That**, after receipt of the owners allocation, completion of construction of the building for occupation and sale of flats & parking if any, the **DEVELOPER** shall make over the building formally to the **OWNER** whereupon the **OWNER** shall directly execute and deliver one or more deeds of conveyance in favour of proposed purchaser to the extent of his own share (land owner allocation) and the **DEVELOPER** may join therein as confirming party, if so required all the expenses to be borne by the proposed purchasers.

26. **That**, it is clarified herein that in regard to the share of the **DEVELOPER** allocations the **DEVELOPER** shall have power to directly execute and deliver one or more deed of conveyance in favour of the proposed purchasers to the extent of the **DEVELOPER** allocations through the power of attorney executed and granted by the **OWNER** in favour of the **DEVELOPER**.

26/12/2019



27. That, the **OWNER & DEVELOPER** hereby agree that the purchaser of the unit/units shall be entitled to create equitable or legal mortgage of his/her area of unit for obtaining loan from any financial institution.

28. That, this agreement shall not be treated as a partnership between the **OWNER** and the **DEVELOPER**.

29. That, for mutually solving all/any dispute arose during development/regarding this development agreement both the "**OWNER**" and "**DEVELOPER**" hereby covenants with each others as follows :-

a. All/any disputes arising out of/ in connection with/relating to/regarding this development agreement, rights and liabilities arising/acquiring hereof , performance hereof and interpretation of any term of this agreement shall, be referred to the arbitration of Sole Arbitrator to be appointed with the mutual consent of both the parties hereto/or in the event of any differences between them by the due process of law and the decision of such Arbitration such referred dispute/disputes shall be final and binding upon both the parties.

b. Both the parties hereby covenant with each other that if any of them on receipt of a notice in writing and sent in registered cover by the other party seeking appointment of Arbitrator U/s 21 of the Arbitration And Conciliation Act 1996, fails and neglects to appoint Sole Arbitrator and/or to hold meeting/ discussion for the purpose of appointment of Arbitrator within 30days of receipt of such notice, in that event the other party who has sent the said notice shall have right to appoint Sole Arbitrator and such Arbitrator shall be deemed to have been appointed by the mutual consent of both the parties.

c. The Sole Arbitrator appointed shall be entitled to lay down his own procedure.

Mithilok Kumar
26/12/19

साविता 21/99



d. **The** Sole Arbitrator shall have power to give interim award and/or orders /direction.

e. **The** Arbitration shall be held at Dhanbad Only.

30. **That**, all disputes arising out of this agreement will be subject to the jurisdiction of the Dhanbad Court.

SCHEDULE-"A"

All that piece and parcel of Rayati Land situated in Mouza Sabalpur, under P.S. Govindpur, chowki sadar registry office and District Dhanbad.

Mouza : Sabalpur

Mouza No: 126

Khata No.: 8 (New Khata No. 68)

Plot No. 511 (New plot Nos. 593, 594 and 595) measuring an area 16 kathas or to say 26.45 decimals. Butted and bounded as follows:-

North : Plot No. 529

South : Village Road

East : Part of plot No. 511

West : Plot No. 509.

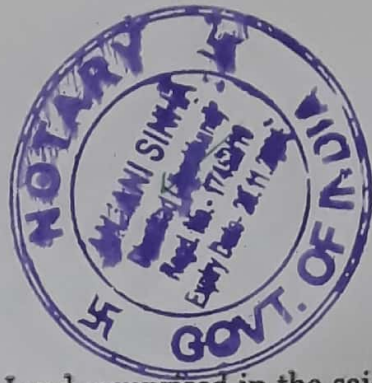
SCHEDULE-"B"

(Common Portions)

1. Staircases on all the floors of the proposed building.
2. Staircase and the Lift Landings on all floors of the proposed building.

Mithilesh Kumar
Dhanbad
P.S. Govindpur

63112 21129
5/10/15



3. The common path, passages and areas in the Land comprised in the said premises and in the proposed building (excepting expressly such areas therein as are not needed or held or intended for use by any particular person) including the beams, Foundation and support of the proposed building.
4. Driveway and lobby in the ground floor or basement of the proposed building (save and except the car parking spaces demarcated by the developer therein and /or the open land at the said premises).
5. Boundary walls and the main gates of the said premises.
6. Drainage and the sewerage lines and connections.
7. All electrical connections, installations, wings, meters and fittings (excluding only those that are installed with the exclusive area of Flat, Shop & Office space in the proposed building and exclusively meant for its use.)
8. Tube wells and their installations, if any.
9. Water pump an its installations, pump room water reservoir, water tanks and all common installations for carriage of water (save and except only those as are within any Flat and are for use by the occupier of such Flat or Flats) and are for use by the occupier of Flat or Flat (exclusively) in and/or in respect of the proposed building.
10. Lift (if any) lifts well installations, lift room and the lift machine room in the proposed building.

Mithilesh Kumar
Chairman
G.P. SMC

SCHEDULE-"C"

1. Structure

5/11/20
19/10/20



Re-enforced cement concrete framed structure with R.C.C. columns beams and slabs. All exterior bricks work shall be of 9" thick with red bricks/fireclay bricks.

2. Flooring

Entire floor shall be finished with Marble/vitrified tiles Skirting of 6" height.

3. Electrical wiring and Fitting

All wiring will be concealed minimum twenty points will be provided with in flat including bed room, kitchen and bathrooms other points to be charged extra.

4. Doors

(only one door provision in each room)

- i. Main Door 6' 6" x 3' 6" Wooden frame and Ply cover (Palla).
- ii. Inside 6' 6" x 3' 6" Wooden frame and Ply cover (Palla).
- iii. Kitchen 6' 6" x 2' 6" Fiber/Flush Door.
- iv. Bathroom 6' 6" x 2' 6" Fiber/Flush Door.
- v. 10" M.M. Door Bolt (Stainless Steel) from out side.
- vi. Commercial Ply Door Cover 30 m. m. thick of hard pres quality.

5. Windows

Good quality steel frames windows with glass/ Aluminum window.

Mithilesh Kumar
Amit
P. L. S. S. S. S. S.

65/11/2019



6. Kitchen

Floor	Marble/Vitrified tiles
Cooking Platform	Black/ Green stone up to 3' lower & upper
Glazed tiles	2' above the platform
Water point	Two
Sink	One sink made by stainless steel/Stone.

Mithilesh Kumar
Dania

65/11/2019

7. Toilets :- 2 Nos.

(A) Floor	Marble/Vitrified tiles
(B) Wall	Glazed tiles up to 6' feet
(C) Water Point	Two
(D) Washbasin	One
(E) Pan	one commode/Indian pan with flush
(F) Water Vel	one
(G) Shower Point	One

8. Internal and Outer Walls

All internal walls to be finished with cast of snow white plaster of Paris and outer walls shall be made with 9" brick and partitioned (inner) walls shall be constructed by 4.5".

9. Staircase

Stair case, room be provided with cover by either Cemented or Iron Grill for Light and Ventilation as per approved designed from the authority.

10. Water supply

25/10/2019



R.C.C over head reservoir will be provided at top roof as per the sanctioned designed, suitable Electric pump with motor will be installed at ground floor to deliver water to overhead reservoir from deep tube well or water storage built at basement to store water supply through connection from Dhanbad Municipality water connection.

Mithilesh Kumar Ghosh
OWNER

11. Inside Finish

4.5" wall with cemented plaster with Paris.

12. Out Side Finish

4.5" wall with cemented plaster with Paris.

13. Stair Case

Grey mosaic flooring/Kota stone/ Marbel

Parking:- Ample reserved on cost parking space for car/ two wheelers.

Generator:- Stand by generator for lightning in all common area and water supply.

Lift:- 5 persons capacity of reputed make.

14. Outside of entire Building

Out side of the building and boundary wall to be completed by cement plaster.

15. White Washing of Building

63/12 of 2019



The outer wall, the common area, service area, Basement etc. and stair case to be colored with snow cem paints, Except the front side i.e. 16 feet Road wide sub Road. The front side to be colored after completing the putty work.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands and seals having thoroughly understood the contents and terms and conditions of this development agreement in presence of the witnesses and their sound health and state of mind and without any misrepresentation, fraud, undue influence and coercion on the date, month and year mentioned herein above.

Witnesses

- 1. Dinesh Kumar
Soharai Prasad
- 2. Dumri no 3, Jamadoba
Thara - Sorapokhar
Dhanbad
- 3. Rappu Yadav
Kamleshwari Yadav
Jamadoba Shastri nagar
PS - Joharapokar
Dhanbad

Signature Of Owner

1. 5/10/2019

2.

3.

Signature of the Developer

Mithlesh Kumar

Abmit

02/01/2020



NOTARY
DHANBAD

Authorised
UIS 297 (1) (C) of the Cr.P.C. 1973
Act No 11 of 1974 & UIS (8) (1)
Act No 53 of 1952

02/01/2020

Witnessed by
S. K. Rai
02/01/2021