

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : b5fba6e59e91328150b4

Receipt Date : 19-Feb-2024 12:23:05 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 : BIPLAB DEY AND MANAB DEY

Purpose of stamp duty paid : AGREEMENT

First Party Name : PUNITA DEVI

Second Party Name : BIPLAB DEY AND MANAB DEY

GRN Number : 2400754051

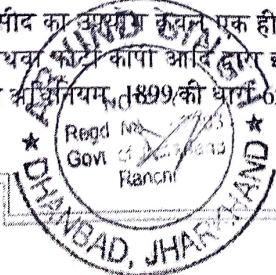
NOTARY
RAJENDRA SINGH

-: 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 दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



19 FEB 2024

Date

NO.

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE on this _____ day of _____, 2024
in Between :-

1. SRIMATI PUNITA DEVI W/o Lalan Karjee resident of Azad Nagar, Maithon
Aadhar No. - 754356518577, Land Mouja - Kali pahadi 246, New Khata - 220,
Old Khata - 11, New plot - 540, Old plot - 398 Rakwa - 5.25 decimal.

Herein after called and referred to as the LAND OWNER/FIRST PARTY :
(which expression shall unless excluded by or repugnant to the context be
deemed to mean and include her heirs, executors, successors, administrators,
legal representatives and assigns of the FIRST PART :

AND

Shipra Constructions

1. Propitious MR. BIPLAB DEY son of Lt. Narayan Dey by caste Hindu, Aadhar no.-
705569000808 by occupation, Business, resident of Chirkunda, Jharia Para, District
- Dhanbad, Thana - Chirkunda, Pincode - 828202 herein after called and referred to
as the SECOND PARTY/DEVELOPER :

Partner

2. Propitious MR. MANAB DEY son of Lt. Narayan Dey by caste Hindu, Aadhar no.-
410171386660 by occupation, Business, resident of Chirkunda, Jharia Para, District
- Dhanbad, Thana - Chirkunda, Pincode - 828202 herein after called and referred to
as the SECOND PARTY/DEVELOPER : (which expression shall unless excluded
by or repugnant to the context be deemed to mean and include its executors,
administrators, legal representatives and assings of the SECOND PART :

Arvind Singh
Notary
Dhanbad



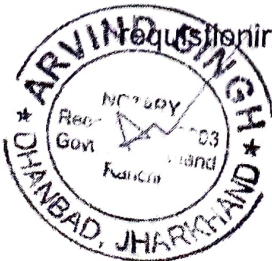
AND WHEREAS the first party, the land owner hereto has got the land by virtue of registered deed No. dated, registered at Dhanbad registry office and mutated vide mutation case No. and rent is being paid under Thoka No.

NOW THIS AGREEMENT WITNESSES AND THE PARTIES MUTUALLY AGREE ON THE FOLLOWING TERMS AND CONDITIONS :

502 (14) 29A

1. That the land owner will peacefully and fully hand over vacant possession of the land.
2. That the developer hereby agrees and undertakes to construct residential multistoried apartments and obtain the necessary sanctions and permissions for the construction of a multistoried building by MADA on the premises fully described in the schedule of this agreement.
3. That the consideration of the land owners having agreed to entrust to the developers the development of their land fully described in the schedule and construction of the said multistoried building at the said premises. In connection therewith, authorising the developers to exercise the rights, powers privileges and benefits of the owners, and the owners executing a power of attorney in favour for the purpose of transferring, selling, conveying and/or assigning the Developers Portion of the proposed building for the said purpose, and executing all written agreements, conveyances or other transfer documents and perfecting such deeds, developments and writings by requesting the roof.

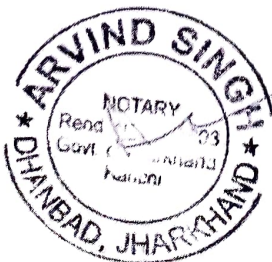
Prof. Arvind Singh
Dhanbad



4. That the development of the said land and construction of the multistoried building thereon would be according to the plan to be sanctioned/approved and subject to such sanction/approval according to the specifications and particulars given therein.
5. 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 regulations in relation there to, and the land owners shall not be held liable for the same in any manner.
6. That, the land owner shall deliver to the developer all title deeds mutation, rent receipts and whatever is required for the sanctioning of plan in connection with the said lands.
7. That, the land owners agree to execute the necessary registered power of attorney authorising the developer for the development of the said land, and construction of the building.
8. That the developer undertakes and agrees to handover one 3bhk flat and one 2bhk flat to the land owner.
9. The remaining flats will belong to THE SECOND PARTY/DEVELOPER. The land owners will not have any physical or legal claim over the developer's flat.
10. That if any changes of any kind in the construction and furnishing of the said flats are desired by the owners, then those changes will have to be done at their cost and resources. The developer will not be responsible for undertaking any such kind of work.

102-14105

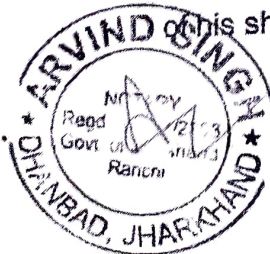
For/with
Notary



11. That all the flats owners will have equitable rights, interests, and title over the common areas such as passages, terrace, staircase, generator room, etc, after the said flats of the apartment are sold to them respectively.
12. That the land owners agree to sign and execute, from time to time plans and applications for layouts, subdivision, construction of the building, and other applications necessary to be submitted to the authorities concerned at the request of the developer.
13. That the land owner shall not be liable for any actions, fines, penalties, or costs and expenses for any violation of any statutory provision in relation to the said development and construction by the developer.
14. That the developer will be at liberty to generate funds by advertisement, selling, booking, mortgaging of flats of their share of the proposed apartment.
15. That the land owners 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.
16. That, the land owners will cooperate in any means of legal and administrative matters for speedy construction of the development. Any delay by the local administration will be borne by the developers 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 scheduled land of this agreement and that will be the sole responsibility of the developers.
17. That the developer shall be solely entitled to booking and sale of flats, and rest of the flats, including the part of the land covering the entire premise, and to receive payment in sale/booking of the proposed building to the extent of his share except for one 3bhk flat and one 2bhk flat of the land owner.

162/12/15

Ar. No. 162/12/15
Womb



18. That the land owner hereby declare that the scheduled property is free from all encumbrances, debts, line charges etc. and the land owners have absolute marketable title over the scheduled land of this agreement . They have no legal cases pending before any court or justice with respect to the scheduled land of this agreement and if so the owner will be solely responsible for it and damages will have to be paid to the builder.

19. That if any dispute occurs or arise regarding on the land and the work is suspended on the said apartment in any manner, the period of suspended work for such reasons will be adjusted and added to the final agreed period.

20. That the land owner will not be held liable and responsible for any accident that may occur during the construction work or for any problems arising due to the natural calamities in the said apartment.

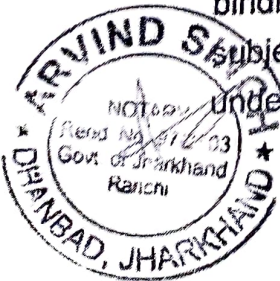
21. That the land owner here by gives permission to the developer to enter the said property for the purpose of development and construction of the multistoried building.

22. That the developers shall abide by the specification and ensure good quality of the proposed construction of the entire building and both the owner and the developer shall strictly abide by the terms and condition as agreed upon this agreement.

23. That in case of any dispute between the parties, i.e., owner and the developer, regarding the terms as agreed upon in this agreement for developing the same it will be adjudicated by two arbitrators, one appointed by each party upon mutual consent by the developer and the land owner, and the decision of such arbitrators on any matter referred to them for adjudication shall be final, binding, and conclusive over both parties to the agreement, and same will be subjected to the jurisdiction of the Dhanbad court exclusively, duly guided under arbitration and concillation as amended up to date.

10/11/2015

Arvind Singh



- 24. That the land owner has no objection if the builder builds up top roof of the multistoried building, which is exclusively used by the builder. The land owner and developer will pay their respective share of taxes such as service tax, Labour tax, municipality tax and any other taxes that may arise.
- 25. That after obtaining necessary permission from the competent authority, i.e., MADA the builder undertakes to complete the construction work of the multistoried building within a period of 40 months.
- 26. The developer will be entitled to provide the flats with facilities such as well-cemented (putty) pant and complete tiled floor, flush door with wooden frame, G.I grill, Aluminium windows, steel railing for the balcony, 7 ft. tiles in the bath room and shower, wash basin, and hot and cold water arrangements, Cooking platform of green marble stone with 2 ft high tiles in the Kitchen, Electric PCC wiring with standard fittings, Full water (24 x 7)² supply and Generator for (Common area).

WITNESSES:

1. *Jalal Khan*

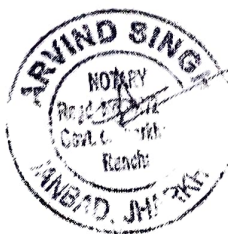
2. *Shipra Dey*

पुनीता देवी

Sign. of the Land Owner.

P. Anand Singh
Manab Dey

Sign. of Propitious .

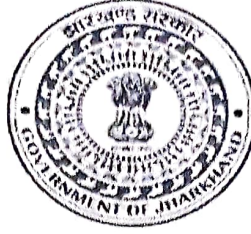


NOTARY
DEENBAD

16/12/24
P.C. 1972
of the Notary Act 1952
(Act No. 23 of 1952)

Tejans

19/02/24



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : efcbe99432008744cc

Receipt Date : 23-Jan-2024 12:07:15 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 : RANJEET PRAKASH GUPTA AND OTHERS

Purpose of stamp duty paid : AGREEMENT

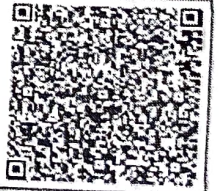
First Party Name : RANJEET PRAKASH GUPTA AND OTHERS

Second Party Name : BIPLAB DEY AND OTHERS

GRN Number : 2400329853

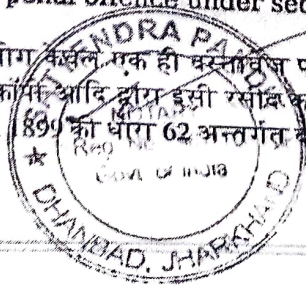
NOTARY
DHANBAD

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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 दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



23 JAN 2024

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE on this _____ day of _____ 2024

In between:-

23 JAN 2024

1. SRI RANJEET PRAKASH GUPT SON OF Lt. Badri Prasad Gupta by faith Hindu, by caste Hindu, resident of Area-03 Maithon, Aadhar no.-399144218013, Land Mouja- Kali pahadi 246, New Khata- 220, Old Khata- 11 New Plot – 540, Old plot- 398 Rakwa- 5.25 decimal.
2. SRI RAM JEE PRASAD S/o Lt. Sagar Prasad, resident of Professor Colony, Maithon, Aadhar No.- 719370335625, Land mouja – Kali pahadi 246, New Khata- 220, Old Khata – 11, New plot – 540, Old plot – 398 Rakwa – 5.25 decimal.
3. SRI RAM KISHUN PRASAD GUPTA S/o Lt. Sagar Prasad, resident of Professor Colony, Maithon, Aadhar No.- 823380238437, Land Mouja – Kali pahadi 246, New khata – 220, Old khata – 11, New plot – 540, Old plot – 398 and Rakawa – 1.25 decimal Land Mouja – Kali 246, New Khata- 12, New Plot – 546, Old khata – 09, Old Plot – 413, 414 Rakwa – 3.9 decimal.

Herein after called and referred to as the LAND OWNER/FIRST PARTY :

(Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assign of the FIRST PART :

AND

Shipra Constructions

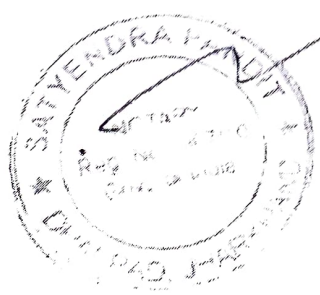
1. Propitious MR. BIPLAB DEY son of Lt. Narayan Dey by caste Hindu, Aadhar No.- 705569000808 by occupation, Business, resident of Chirkunda, Jharia Para, District – Dhanbad, Thana – Churkunda, Pin code – 828202 herein after called and referred to as the SECOND PARTY/ DEVELOPER :

Patner

2. Propitious MR. MANAB DEY son of Lt. Narayan Dey by caste Hindu, Aadhar no.- 410171306660 by occupation, Business, , resident of Chirkunda, Jharia Para, District – Dhanbad, Thana – Churkunda, Pin code – 828202 herein after called and referred to as the SECOND PARTY/ DEVELOPER : (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executor, administrators, legal representatives and assigns of the SECOND PART :

① Ranjeet Prakash Gupta
 ② SRI RAM JEE PRASAD
 ③ SRI RAM KISHUN PRASAD GUPTA

Patner
 Manab Dey



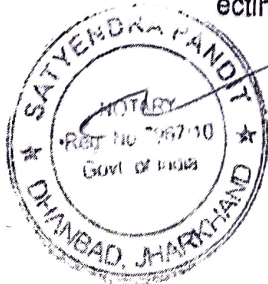
AND WHEREAS the first party, the land owner hereto has got the land by virtue of registered deed No. dated, registered at Dhanbad registry office and mutated vide mutation case No. and rent is beign paid under Thoka No.

NOW THIS AGREEMENT WITNESSETH AND PARTIES MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS :

1. That the owner will hand over the peacefully and fully vacant possession of the land.
2. That the developer will construct residential multistoried apartment hereby agree and undertakes to obtain necessary sanction and permission for construction of multistoried building by MADA on the premises fully described in the schedule of this agreement.
3. That the consideration of the land owners having agreed to entrust to the developers the development of their land fully described in schedule and construction of the said multistoried building at the said premises and in connection therewith, authorising the developers to excercise the rights, powers privileges and benefits of the owners and the owners executing a power of attorney in favour for the purpose of transferring selling conveying and/or assignn the Developers Portion of the proposed building for the said purpose for assigning and executing all writings, agreements, conveyances and or other transfer documents and perfecting such deeds and developments and writings by requisition the roof.

Handwritten signature

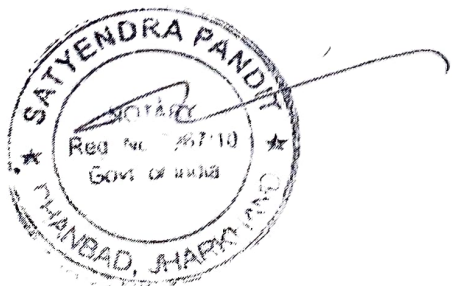
Handwritten signature



4. 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.
5. That the development of the said land and construction of the said multistoried building would be at the sole risk and expenses of Developer and Developer will comply with all statutory provisions, rules and regulations in relation there to and the owners shall not be held liable for the same in any manner.
6. That, the owner shall deliver to the developer all title deeds mutation, rent receipts and whatever required for the sanctioning of plan in connection with the said lands.
7. That, the owners agrees to execute the necessary registered power of attorney authorising the developer for the development of the said land, construction of the building.
8. That the developer undertakes and agrees to handover per owner 3bhk flat and four lakh rupees only.
9. The rest flats left will be of THE SECOND PARTY/DEVELOPER. The land owners will not have any physical or legal claim over the developer's flat.
10. That if any changes of any kind in the construction and furnishing of the said flats of the owners, if desired by them then that will have to be done at their cost and resources. The developer will not be responsible for undertaking any such kind of work.

बिल्लुसि
पं. देव
वामन

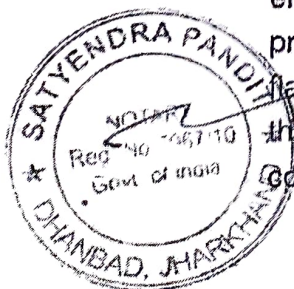
राजेश बकूल गुप्ता
27/11/19
17/11/19
2/12/19



11. That all the flats owners will have equitable rights, interests, title over the common areas such as passage, terrace, staircase, generator room, etc. after and said flats of the apartment are sold to them respectively.
12. That the owners agree 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.
13. That the land 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.
14. That the developer will be at liberty to generate funds by advertisement/ selling/booking/mortgaging of flats of his share of the proposed apartment.
15. That the owners 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.
16. That, the land owners will cooperate in any means of legal and administratives matters for speedy construction of the development. Any delay by local administration will be borne by 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 scheduled land of this agreement and that will be the sole responsibility of the developers.
17. That the developer shall be solely entitled for booking and sale of flats and rest of the flats including the part of the land covering the entire premise and to recieve his payment in sale/booking of the proposed building to the extent of his share except the 4 number flats of the land owners and the sum of 4 lakh rupees to per land owners the cash payments to the land owners will be given during the booking/ completion of flats.

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Handwritten signature

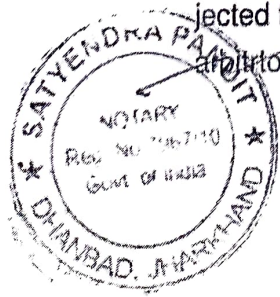
Received for sale of 4 flats
Handwritten signature
21/11/2019



18. That the land owner do hereby do declare that the scheduled property is free from all ecnumbrances, debts, line charges etc. and the land owners have absolute marketable title over the scheduled land of this agreement and have no legal case suit or suits pending before any court or justice to repsect to the scheduled land of this agreement and if so the owner will be solely responsible for it and damages will have to be paid to the builder.
19. That if any dispute occurs or arrises on the and and the work is suspended the said apartment ina ny manner. The period of suspended work for the such reason will be adjusted and added in final agreed period.
20. That the land owner will not be held liable and responsible for any accident that may occur duing the construction work and for any problems arising due to the nautral calamities in the said apartment.
21. That the owner here by gives permission to the developer to enter the said property for the purpose of development and construction of the multistoried building.
22. That the developers shall abide by the specification and good quality of the proposed construction of the entire building and both the owner and the developer shall strictly abide by the terms and condition as agreed upon this agreement.
23. That in case of any dispute between the parties i.e. owner and the developer will regard to the terms as agreed upon in this agreement for developing the same will be adjudicated by the two arbitratiðrs, one to the appointed by each part on mutual content by the developer and the owner and the decision of sch arbitrators on any matter referred to them for adjudication shall be final binding and conclusive over both the parties to the agreement and same will be sub jected to the jurisdiction of Dhanbad court exclusively, duly guided under arbitrators and concillation at as amended up to date.

Handwritten signature/initials in the left margin.

Handwritten notes in the left margin, including 'Received Project' and '21/10/2024'.



- 24. That the owner has got no objection if the builder built up top roof of the multistoried building, which is exclusively used by the builder, that the land owner and developer will pay their respective share of takes such service tax, Labour tax, municipality tax and any other taxes if arises.
- 25. That after obtaining necessary permission from the competent authority i.e. MADA the builder undertake to complete the construction work of the multistoried building withing period of 40 months.
- 26. The developer will be entitled to provide the flats with facilities such as well-cemented (putty) and complete tiles floor, flash door with wooden frame, G.I grill, Aluminium window, steel railing of balcony, 7 ft. tiles in bath room and shower, wash basin and hot and cold water arrangements, Cooking platform of green marble stone with 2 ft high tiles in Kitchen, Electric PCC wiring with stand fitting, Full water supply, Generator (Common area).

Rajesh Prakash Gupta

राम जी प्रसाद
23/01/24

WITNESSES:

1. *Mishra Nathi*

Sign. of the Land Owner.

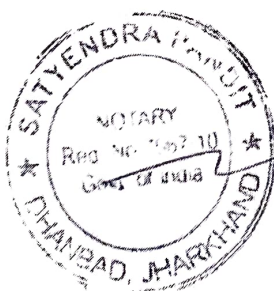
2. *Shiradey*

Prakash
Manish Jey

Sign. of Propitious .

Identified by:-

Prakash
(Akh)
23.01.2024



Prakash
23/1/24
Satyendra Pandit
Notary Dhanbad

Authorised
u/s 207 (1) (c) of the Cr. P.C. 1973
(Act No 11 of 1974) & u/s (8) (1)
of the Notaries Act 1952
(Act No 53 of 1952)