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7 दिसम्बर - 7 DECEMBER
ARMED FORCES FLAG DAY

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 4680d8f3d15ba705a4e3

Receipt Date : 28-Mar-2023 11:02:16 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Token Number : 202300030213

Office Name : SRO - Dhanbad

Document Type : Development Agreement

Payee Name : JAI JAGANNATH CONSTRUCTIONS
REPRESENTED BY ITS PARTNER SRI
ATUL KUMAR DOKANIA (Vendee)

GRN Number : 2316423804



:- For Office Use :-

कथन नमस्य 21 के अधिन और ~~अधिन~~
 नरतकारे एकर की धारा के अधिन
 ना बाहरा है और इण्डियन स्टाम्प एक्ट-1899
 की अनुसूची 1 या 1 क के अधिन
 क्याबत स्टाम्प लगाया गया है अथवा टिकट
 नथी भ विमक्त है या स्टाम्प शलक लगाई
 ली है।

अंजु सिंघ
28.03.2023

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28.03.2023

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28.03.2023

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।

U-Comm. M.P.
Development Agreement

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FEE PAID TO ... 452817 ...
CITY ... 2316424206 ...
DATE ... 28.03.23 ...



Fee Paid

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 28th day of March Two Thousand Twenty Three,

BETWEEN

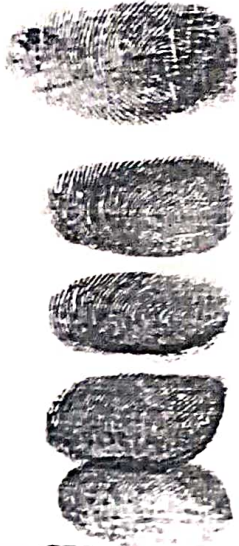
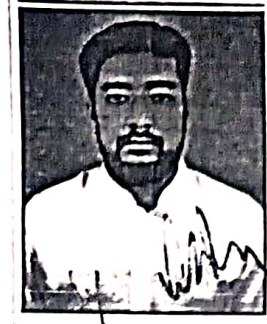
SMT. MANJU SINGH (Aadhar No. XXXXXXXX1579) Wife of Late Daya Shankar Singh, by faith Hindu, Category General, by occupation Housewife, Resident of Housing Colony, P.S. Dist. Dhanbad, hereinafter called and referred to as LANDLORD/ OWNER (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, successors and interests, liquidators, nominees and/ or assigns) of the ONE PART; (That the land owner hereto does not come under the prohibited class U/s 46 of CNT Act.1908)

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AND



JAI JAGANNATH CONSTRUCTIONS, A partnership firm represented by its Partner **SRI ATUL KUMAR DOKANIA** (Aadhar No. XXXXXXXX6751) and **SRI AMIT DOKANIA** (Aadhar No. XXXXXXXX4135) Sons of Sri Om Prakash Dokania, by Faith Hindu, Category OBC, by occupation Businessman, Resident of Joraphatak, P.S. Dhansar, Dist. Dhanbad, hereinafter referred to as DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs successors and interests, liquidators, nominees and/ or assigns) of the OTHER PART;

WHEREAS:

A. WHEREAS, the land owner hereto above named owned 31 Decimals of land, at Mouza Nawadih, Mouza No. 02, under P.S. Dhanbad, Dist. Dhanbad, appertaining to old Khata No. 14, Old Plot No. 940 (Area 10.56 Decimals), old Khata No. 05, Old Plot No. 941 and 946 (Area 20.44 Decimals), (New Khata No. 207, New Plot No. 788 - Area 16 Decimals and New Khata No. 206, New Plot No. 778 - Area 15 Decimals), which was purchased in the name of Land Owner hereto, vide Deed No. 6605 dated 20.08.2004 from the rightful owner Sheikh Rahmatullah, registered at Dhanbad Sub-Registry office; And

WHEREAS, ever since the date of purchase the said Smt. Manju Singh has been in peaceful possession over the said land and got her name Mutated vide Order Passed in Mutation Case No. 972(I)2005-06 and paying rent for the same under online Volume No. 1, Page No. 1490; And

The facts described above mean and conclude that owner hereto are the rightful OWNER of the aforesaid land measuring 31 Decimals.

B. WHEREAS, the Owner had been in search of a Developer to develop the land

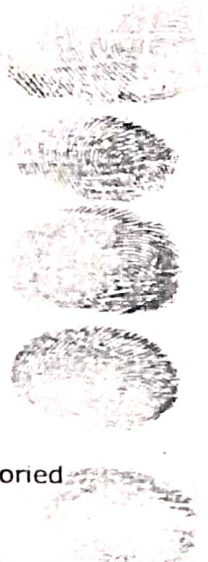
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described in the Schedule of this Development Agreement into a Multistoried Building (Commercial and/ or Residential) Complex.

C. The Developer, "**JAI JAGANNATH CONSTRUCTIONS**" approached the present owners and offered to Develop the property by erecting new multistoried buildings thereon on the terms and conditions mentioned hereafter.

D. Owner have represented to the Developer as follows:

- I. That the Owners are absolute seized and possessed of the piece and parcel of land measuring 31 Decimals morefully and particularly described in Schedule hereunder written and hereinafter referred to as the said premises.
- II. That the said Premises is free from acquisition and/ or requisition in any nature whatsoever.
- III. That the said Premises is not effected by any Road Alignment.
- IV. That the Landlords have not entered into any agreement with any person in respect of the said property or created any charge on the said property and during the pendency of this Agreement for development of the Owners shall not enter into Agreement with any other Developer or Promoter or create any charge in respect in the proposed multistoried building to be constructed by the Developer on the said piece of land.
- V. That no notice of attachment, requisition, acquisition received from any Competent Authority in respect of the said premises.
- VI. There is no embargo and or outstanding dues in respect of Income Tax of the Owners and/ or any notice of attachment as being received from Income Tax Authority under the provisions of the Income Tax Act 1961.
- VII. That the Owner shall comply with all requisition for the purpose of development of the said premises.

DEFINITION

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Unless these presents it is repugnant or inconsistent with:

- I. OWNER shall mean the Owners mentioned in this indenture hereinabove and/ or its successors in interest, legal representatives, and assigns.
- II. DEVELOPER shall mean "**JAI JAGANNATH CONSTRUCTIONS**", and its successors and interests, liquidators, nominees and/ or assigns;
- III. PREMISES shall mean all that the Land and Premises mentioned in the schedule hereunder within the limits of Mineral Area Development Authority/ Municipal Corporation Authority within the District of Dhanbad and particularly described in the schedule hereunder written.

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

That, in view of the said Agreement for development and construction of a multistoried complex over the schedule land of this Development Agreement proposed to any construction whichever is beneficial to Developer and as per the approval of competent authority i.e. Mineral Area Development Authority/ Municipal Corporation and in lieu of which the Developer will pay the Owners 37% of Super built up area of residential area and 47% of Super built up area of commercial area in the building to be constructed in the schedule land.

1. That, the Owners have agreed to handover the peaceful possession of the scheduled Land of this Agreement to the Developer within a period of three days from the date of Signing this Agreement and Issue of Power of Attorney and have allowed the Developer to go ahead with the development work.
2. That, the Developer will construct multistoried building (commercial and/ or residential) complex and shall get the plans approved from the competent authority at their own cost.
3. That, the Developer undertakes and agrees to pay the Owners only 37% of Super built up area of residential area and 47% of Super built up area of

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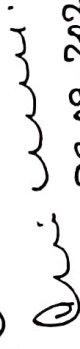
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- commercial area in the multi storied complex to be constructed on the land of the owner), for the development on the land of 31 Decimals.
4. That, the Developer may bring their construction of commercial, residential, Apartments or whatsoever, on which the Owner shall not create any interference or objection for the type or quality of the construction.
 5. That, the multistoried building over the schedule land of this agreement constructed at the cost of the Developer shall become the exclusive property of the Developer. The land Owner will not have any physical or legal claim over it and right, interest, title shall accrue upon the Developer in respect of the multistoried building to the extent of 37% of Super built up area of residential area and 47% of Super built up area of commercial area as aforesaid, constructed saleable area of the said building complex, which shall be exclusive property of the Developer, with the exclusive right, title and interest upon which the Owners shall not have any sort of right, title or interest in any manner, except her share of 37% of Super built up area of residential area and 47% of Super built up area of commercial area Super built up area in the building.
 6. That, will have equitable right, interest, title over the common area like passage, terrace, lift, guard room, generator etc. after the units of the complex are sold to them respectively, and the developer will not claim his any right on and over the same in any manner the water tank and lift machine room.
 7. That, the Developer agrees and undertakes that the time is the essence of the contract and the Developer will hand over the owner's share of 37% of Super built up area of residential area and 47% of Super built up area of commercial area, to the Owner as per this agreement irrespective of status or progress of the construction. The Developer shall construct the said building complex as per specifications and approved plan of the building by the competent authority within a period of 36 months from the date of finalization of approval from the Competent authority, i.e MADA/Municipal Corporation, for the said construction of the building over the schedule land, although there will be 12 months grace period if the developer could not complete the construction.

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8. That, the Developer undertakes and agrees that they will get the drawings of the proposed apartment over the schedule lands of this agreement duly approved by the competent authority (MADA/ Municipal Corporation) at their own cost.
9. That, the Developer will be at liberty to generate funds by advertisements, selling, booking, mortgaging of shops/ offices/ flats of the proposed building of the total constructed area for the purpose of speedy construction and timely completion of the said building complex as per approved plans and specifications at its own responsibility and risk keeping no concern with the Owner.
10. That, the Owner agrees and assures to hand over to the Developer the vacant and peaceful possession over the schedule land of this Development Agreement for the purpose of development of the said building complex within three days after the signing of this Agreement and issue of Power of Attorney to facilitate them to build the basic infrastructures for the speedy and timely construction of the said Apartment, like digging tube wells and removing the debris and strengthening and rising the existing compound wall and construction of the site office, labour shed etc.
11. That, the developer will be automatically became owner of their share of constructed area and they shall be authorized to or to execute sale deed, mortgage deed, lease deed or any instrument of their choice as permitted by Law, as the rules framed in section 5 (i) and regulations set forth in section 5 (i) of Jharkhand Apartment (Flat Ownership) Act, 2011, and the same is applicable for the owner/Land Lord, and both the owner and developer can transfer their shares individually.
12. That, the Developer in respect of the above-mentioned Act, further undertakes to indemnify the Owner against any loss of liability arising out of the sale/ mortgage of the said units to the would be purchasers in respect of cost of the land to be paid to them.
13. That, the Developer may take loan or financial assistance from any Bank/ Financial Institution for the speedy construction of the said building complex at its own risk and consequence and for the repayment of which the Owner shall not be held responsible at any score, whatsoever.

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14. That, the Developer undertakes to obtain all sorts of Government clearances and Government sanctions from the concerned competent authorities for the proposed construction of the multistoried building complex over the schedule land of this agreement at their own cost and Owner shall not be liable for reimbursement of any costs, charges and expenses for any reason.
15. That, the Owner will not be held liable and responsible for any payments to be made whatsoever to the laborers, material suppliers and the staff employed by the Developer and the dispute/ differences related thereto and accrued thereupon to any Government Agencies or any 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 including all legal consequences related thereto and Owner shall not be responsible for the same.
16. That, the Owner will not be liable or responsible for any untoward incident or accident etc. that may occur during the construction work of the said building complex and the Developer will be solely responsible for the same and indemnify the Owner in case of any such eventuality.
17. That, the Developer shall abide by the specifications 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 conditions as agreed upon in this Agreement.
18. That, the Developer shall be solely entitled for booking and sale of units of the building complex and to receive the payments in lieu of such sale/ booking of the units, for only his share and the land owner is also entitled for the same.
19. That, the Owner shall not be held responsible for any dispute between the purchaser of the units and the Developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchasers.
20. That, the Developer's liability for the payment of taxes with respect to the newly constructed building over schedule land shall cease after the handing over the units to the respective buyers and then onwards it will be the responsibility of the respective owners to pay the Government Taxes.

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21. That, the land Owner do hereby declare that the schedule property is free from all encumbrances, debts, liens, charges etc. and the land Owners have absolute marketable title over the schedule land of this Agreement and no legal case, cases, suit are pending before any legal Court of Justice in respect to schedule land of this Agreement.
22. That, in case of any dispute between the Owner and the Developer with regard to the terms, of this agreement for developing the same will be adjudicated by the arbitrator appointed one each by either parties whose decision shall be binding and conclusive. In case of disagreement with the decision of the arbitrators, one common arbitrator with the consent of the appointed arbitrators will be appointed for final decision and the majority decision of all the arbitrators shall be binding on both the parties.

OWNER'S FURTHER OBLIGATION

The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building construction on the said plot by the Developer agreement if anything is not going against the spirit of this agreement.

The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/ or disposing of the whole premises.

The Owners hereby agrees that the Developer may mortgage or create any charge of the said premises including construction to any bank or financial institutions to meet its financial requirements.

The Owners hereby agree and covenant with the Developer to execute all papers including the deed of conveyance that may be necessary for transfer the respective unit in favour of the purchaser/ assignees/ transferees nominated by the Developer in respect of the Developed Construction over the scheduled land.

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DEVELOPER'S FURTHER OBLIGATION

The Developer further agrees and covenants with the Owner to get the subject project cleared by all authorities that may be necessary for the purpose of construction.

The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions or rules applicable for construction of the building as a result of which the obligations and liabilities will accrue upon the Owners.

23. OWNER'S INDEMNITY

The Owner hereby indemnifies the Developer of any defect in the title of the Property and marketability of the title.

The Owner hereby undertakes and indemnifies the Developer that the Developer shall be entitled to the said construction and shall enjoy the whole premises without any interference or disturbance provided the Developer performs and observes and fulfills all the terms and conditions herein contained and/ or their part to be observed, performed and/ or fulfilled.

24. DEVELOPER'S INDEMNITY

The Developer hereby undertakes to keep the Owner indemnified from and against all third parties' claims and actions arising out of any part or act or commission of the Developer in or relating to the construction of the said building complex.

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25. MISCELLANEOUS

1. It is agreed that the Developer shall have absolute right to name the building and the Owner shall not object the same. It is agreed that the Developer and/ or the Owner shall incorporate a clause in their respective document so that successor in interest does not change the name of the building once the same is completed.

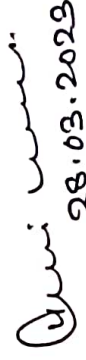
It is agreed between the parties that in case of registration of these present, the Stamp Duty, registration Fees & other misc. expenses including lawyer's fee for Registration of this Agreement and/ or for Power of Attorney as contemplated under this agreement shall be paid by the Developer.

2. It is agreed that the Developer is free to purchase or take on development agreement from other party/ parties, any land which is adjacent/ connected to the scheduled land. The Developer shall be free to develop comprising the land taken from other vendor(s) and scheduled premises being taken from the Owner and the scheduled premises may be used for entry/ exit purpose to other lands acquired from other vendor(s), and in this regard the Owner will not have any objection or will not raise any claim.

3. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owner shall execute additional power of attorney and/ or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such acts, deeds, matters and things if, the same do not in any way infringe and/ or affect

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the rights of the Owners in respect of the said plot and/ or go against the spirit of this Agreement and the Owner hereby indemnify the Developer for the above.

4. Any notice required to be given by the Developer shall be deemed to have been served on the Owners if, delivered by hand and duly acknowledged or send by prepaid registered post with acknowledgement due and on the Developer if, delivered by hand or send by prepaid registered post with acknowledgement due to the known address which appears in this agreement.

5. It is hereby agreed between parties that the Developer shall have absolute right to transfer all the rights and interests of this agreement along with the possession of the scheduled premises to its nominee(s)/ assignee(s) which may be any group concern, other firm/ company or any individual on exclusive decision of the Developer, and such nominee(s)/ assignee(s) shall be restricted to the covenants of this agreement. The Owner shall execute needful legal/ formal document with the nominee(s)/ assignee(s) of the Developer and shall also assist on any further requirement in this regard.

26. FORCE MAJEURE

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/ or any other act or commissions beyond the control of the parties hereto.

Be it mentioned that if the developer construct commercial space then the developer shall pay the Land owner 47% of the commercial space.

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सेद्ध खाता से बंधन में है।

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SCHEDULE

All that piece and parcel of RAIYATI land situate at Mouza Nawadih, Mouza No. 02, under P.S. and Dist. Dhanbad, Chowki Sadar Sub-Registry office and District Dhanbad,

Mouza Nawadih, Mouza No. 02, under P.S. Dhanbad, Dist. Dhanbad,

appertaining to old Khata No. 14, Old Plot No. 940,
old Khata No. 05, Old Plot No. 941 and 946,

Corresponding to New Khata No. 207, New Plot No. 788 – Area 16 Decimals
and New Khata No. 206, New Plot No. 778 – Area 15 Decimals,

Total area 31 Decimals of land being butted and bounded as under:-

Boundary of Plot No. 940 (Part – A Shown in plan):-

- North: Taluk Raj Devi.
- South: Taluk Raj Devi.
- East: Hirak Road.
- West: Part of old Plot No. 940.

Boundary of Plot No. 940 (Part – B Shown in plan):-

- North: Taluk Raj Devi.
- South: Plot No. 949.
- East: Boundary Line of Mouza Baramuri & Hirak Road.
- West: Part of old Plot No. 940.

Boundary of Plot No. 941 & 946 (Part – c Shown in plan):-

- North: Old Plot No. 939.
- South: Part of Plot No. 946.
- East: Part of Plot No. 945 & 946.

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West: Plot No. 945.

SHARE ALOCATION

That it has been decided by and between the parties hereto, that the share allocation will be decided later on, after sanction of plan from MADA/Dhanbad Municipal Corporation and share will be distributed as per ratio in each floor.

Government value of Scheduled property is Rs.1,81,16,000/- (Rupees One Crore Eighty One Lac Sixteen thousand) only and Registration Fee paid on that amount.

IN WITNESS WHEREOF the parties hereto have signed this Development Agreement at DHANBAD on 28th MARCH Day of 2023 in presence of the witnesses, named hereunder:-

WITNESSES: -

1. *[Signature]*
Sanjay Kumar Singh
810- Lt Ram Bachan Singh
Housing colony Dhanbad

2. *[Signature]*
[Signature]
[Signature]
[Signature]
28.03.2023

Certified that the finger prints of the left hand of the vendor and purchaser, whose photographs is affixed in the document have been duly obtained before me,

[Signature]
28.03.2023



OFFICE OF THE SUB REGISTRAR

Office Name :- SRO - Dhanbad

District Name :- Dhanbad

State Name :- Jharkhand

Deed Endorsement

Token No :- 202300030213

Deed Type	Development Agreement
Number of Pages	64
Fee Details	Stamp Duty :- Rs. 4, PR :- Rs. 2, SP :- Rs. 960, A1 :- Rs. 452900, LL :- Rs. 5.
Property No.	1
Valuation Details	Value :- Rs.9349776/- ,Transaction Amount :- Rs.18116000/-
Property Details	District :- Dhanbad , Tehsil :- Dhanbad , Village Name :- Nawadih Location :- Main Road, Nawadih Word No 0 Property Boundaries :- East: Hirak Road & boundary Line Of Mouza Baramuri.. West Part of old Plot No. 940., South: Taluk Raj Devi & Plot No. 986., North: Taluk Raj Devi Volume Number - 1Page Number - 1490Khata Number - 207Plot Number - 788 Area Of Land :- 16.00 Decimal
Property No.	2
Valuation Details	Value :- Rs.8765415/- ,Transaction Amount :- Rs.0/-
Property Details	District :- Dhanbad , Tehsil :- Dhanbad , Village Name :- Nawadih Location :- Main Road, Nawadih Word No 0 Property Boundaries :- East: Part of Plot No. 945 & 946., West: Plot No. 945., South: Part of Plot No. 946., North: Old Plot No. 939. Volume Number - 1Page Number - 1490Khata Number - 206Plot Number - 778 Area Of Land :- 15.00 Decimal

Sh./Smt MANJU SINGH s/o/d/o/w/o Wife Of Late Daya Shankar Singh has presented the document for registration in this office



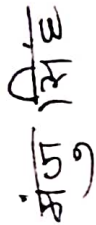






today dated :- 28-Mar-2023 Day :- Tuesday Time :- 14:55:24 PM



MANJU SINGH(Individual)

Party Name	Document Type	Document Number
MANJU SINGH	PAN/UID	803786091579

Sr.NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature

Sr.NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature
1	MANJU SINGH Address1 - Housing Colony, P.s.- Dist.- Dhanbad,, Address2 - , , , Jharkhand PAN No.: ,Permission Case No.-	Yes	Manju Singh Address:- , NEAR JANTA FLAT, , HOUSING COLONY, PRIVATE HOUSE, Dhanbad, , Dhanbad, 826001, , Jharkhand, India		EXECUTANTS Age:52			
2	JAI JAGANNATH CONSTRUCTIONS REPRESENTED BY ITS PARTNER SRI ATUL KUMAR DOKANIA Address1 - Joraphatak, P.s.- Dhansar, Dist.- Dhanbad,, Address2 - , , , Jharkhand PAN No.: ,Permission Case No.-	Yes	Atul Kumar Dokania Address:- Om Bhawan, dhansar, Jora Phatak Road, , Dhanbad, , Dhanbad, 826001, , Jharkhand, India		CLAIMANT Age:41			
3	JAI JAGANNATH CONSTRUCTIONS REPRESENTED BY ITS PARTNER SRI AMIT DOKANIA Address1 - Joraphatak, P.s.- Dhansar, Dist.- Dhanbad,, Address2 - , , , Jharkhand PAN No.: ,Permission Case No.-	Yes	Amit Dokania Address:- Om Bhawan, , Joraphatak Road, Dhansar, Dhanbad, , Dhanbad, 826001, , Jharkhand, India		CLAIMANT Age:48			

Identification:

Sr.NO

Party Name and Address

Photo

FingerPrint

Signature

1

SANJAY KUMAR SINGH
S/o-D/o Late Ram Bachan Singh
Address1 - Housing Colony, Dhanbad., Address2 -
... Jharkhand
PAN No.:



Witness:

I/We individually/Collectively recognize the Seller(S) and Buyer(s)

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	SANJAY KUMAR SINGH Address1 - Housing Colony, Dhanbad., Address2 - ... Jharkhand			

Signature of Operator

Seal and Signature of Registering Officer

Above signature & thumb Impression are affixed in my presence.

Above mentioned, (**MANJU SINGH**), has/have admitted the execution before me. He/ She/ They has / have been identified by (**SANJAY KUMAR SINGH**) Son/Daughter/Wife of (**Late Ram Bachan Singh**) resident of (**Housing Colony, Dhanbad.**) and by occupation (**Business**).

Signature of Registering Officer

Date: - 28-Mar-2023

Seal and Signature of Registering Officer



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Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : a2daaf8532b40c3f86a8

Receipt Date : 26-Apr-2023 01:55:40 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

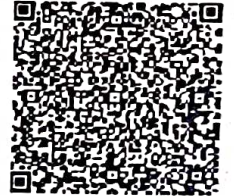
Token Number : 202300030219

Office Name : SRO - Dhanbad

Document Type : Development Agreement

Payee Name : JAI JAGANNATH CONSTRUCTIONS
REPRESENTED BY ITS PARTNER SRI
ATUL KUMAR DOKANIA (Vendeer)

GRN Number : 2316902506



For Office Use :-

नास्तकारी एका के अधीन

जो साइड दे ओ इतिहास स्टाम्प नं. 899

की अनुसूची 1 या 1 के 5 के अधीन

यथावत स्टाम्प लगाया गया है। अथवा टिकट

स्थिति में विमुक्त है या स्टाम्प - शुल्क अपेक्षित

है।

मिस्टर ए.ए.ए.ए.

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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।

Seed Development Agreement Value 324000/-
Stk 100/-

REPAIR OF FIG. 81314/-
CEN 021 1906448
DATE 28/4/23

Recd
A/c 80350.00
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Signature
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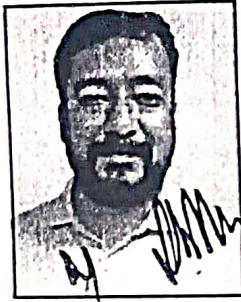
Signature
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 28th day of April Two Thousand Twenty Three,

BETWEEN

SMT. CHAMPA DEVI (Aadhar No. XXXXXXXX6304) Wife of Sri Arun Gope, by faith Hindu, Category BC, by occupation Housewife, Resident of Nawadih, Tola Bartand, P.S. Dist. Dhanbad, hereinafter called and referred to as LANDLORD/ OWNER (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, successors and interests, liquidators, nominees and/ or assigns) of the ONE PART; (That the land owner hereto does not come under the prohibited class U/s 46 of CNT Act.1908)



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JAI JAGANNATH CONSTRUCTIONS, A partnership firm represented by its Partner **SRI ATUL KUMAR DOKANIA** (Aadhar No. XXXXXXXX6751) Son of Sri Om Prakash Dokania, by Faith Hindu, Category OBC, by occupation Businessman, Resident of Joraphatak, P.S. Dhansar, Dist. Dhanbad, hereinafter referred to as DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs successors and interests, liquidators, nominees and/ or assigns) of the OTHER PART;

WHEREAS:

- A. WHEREAS, the parties hereto above named owned 6.60 Decimals of land, at Mouza Nawadih, Mouza No. 02, under P.S. Dhanbad, Dist. Dhanbad, appertaining to old Khata No. 05, Old Plot No. 946, New Khata No. 207, New Plot No. 788, which was purchased in the name of Land Owner hereto, vide Deed No. 3326 dated 17.07.2017 from the rightful owner Laldhari Gope, registered at Dhanbad Sub-Registry office, and got her name Mutated vide Mutation Case No. 1645/2018-19 and paying rent to the State under online Volume No. 3, Page No. 85; And

The facts described above mean and conclude that owners hereto are the rightful OWNER of the aforesaid land measuring 5.36 Decimals.

- B. WHEREAS, the Owner had been in search of a Developer to develop the land described in the Schedule of this Development Agreement into a Multistoried Building (Commercial and/ or Residential) Complex.
- C. The Developer, "**JAI JAGANNATH CONSTRUCTIONS**" approached the present owners and offered to Develop the property by erecting new multistoried buildings thereon on the terms and conditions mentioned hereafter.
- D. Owner have represented to the Developer as follows:

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- I. That the Owners are absolute seized and possessed of the piece and parcel of land measuring 6.60 Decimals morefully and particularly described in Schedule hereunder written and hereinafter referred to as the said premises.
- II. That the said Premises is free from acquisition and/ or requisition in any nature whatsoever.
- III. That the said Premises is not effected by any Road Alignment.
- IV. That the Landlords have not entered into any agreement with any person in respect of the said property or created any charge on the said property and during the pendency of this Agreement for development of the Owners shall not enter into Agreement with any other Developer or Promoter or create any change in respect in the proposed multistoried building to be constructed by the Developer on the said piece of land.
- V. That no notice of attachment, requisition, acquisition received from any Competent Authority in respect of the said premises.
- VI. There is no embargo and or outstanding dues in respect of Income Tax of the Owners and/ or any notice of attachment as being received from Income Tax Authority under the provisions of the Income Tax Act 1961.
- VII. That the Owner shall comply with all requisition for the purpose of development of the said premises.

DEFINITION

Unless these presents it is repugnant or inconsistent with:

- I. OWNER shall mean the Owners mentioned in this indenture hereinabove and/ or its successors in interest, legal representatives, and assigns.
- II. DEVELOPER shall mean "**JAI JAGANNATH CONSTRUCTIONS**", and its successors and interests, liquidators, nominees and/ or assigns;
- III. PREMISES shall mean all that the Land and Premises mentioned in the schedule hereunder within the limits of Mineral Area Development Authority/ Municipal Corporation Authority within the District of Dhanbad and particularly described in the schedule hereunder written.

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

That, in view of the said Agreement for development and construction of a multistoried complex over the schedule land of this Development Agreement proposed to any construction whichever is beneficial to Developer and as per the approval of competent authority i.e. Mineral Area Development Authority/ Municipal Corporation and in lieu of which the Developer will pay the Owners 30% of Super built up area of residential area in the building to be constructed in the schedule land.

1. That, the Owners have agreed to handover the peaceful possession of the scheduled Land of this Agreement to the Developer within a period of three days from the date of Signing this Agreement and Issue of Power of Attorney and have allowed the Developer to go ahead with the development work.
2. That, the Developer will construct multistoried building (commercial and/ or residential) complex and shall get the plans approved from the competent authority at their own cost.
3. That, the Developer undertakes and agrees to pay the Owners only 30% of Super built up area of residential area in the multi storied complex to be constructed on the land of the owner), for the development on the land of 6.60 Decimals.
4. That, the Developer may bring their construction of commercial, residential, Apartments or whatsoever, on which the Owner shall not create any interference or objection for the type or quality of the construction.
5. That, the multistoried building over the schedule land of this agreement constructed at the cost of the Developer shall become the exclusive property of the Developer. The land Owner will not have any physical or legal claim over it and right, interest, title shall accrue upon the Developer in respect of the multistoried building to the extent of 30% of Super built up area of residential area

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- saleable area of the said building complex, which shall be exclusive property of the Developer, with the exclusive right, title and interest upon which the Owners shall not have any sort of right, title or interest in any manner, except her share of 30% of Super built up area of residential area in the building.
6. That, will have equitable right, interest, title over the common area like passage, terrace, lift, guard room, generator etc. after the units of the complex are sold to them respectively, and the developer will not claim his any right on and over the same in any manner the water tank and lift machine room.
 7. That, the Developer agrees and undertakes that the time is the essence of the contract and the Developer will hand over the owner's share of 30% of Super built up area of residential area to the Owner as per this agreement irrespective of status or progress of the construction. The Developer shall construct the said building complex as per specifications and approved plan of the building by the competent authority within a period of 36 months from the date of finalization of approval from the Competent authority, i.e MADA/Municipal Corporation, for the said construction of the building over the schedule land, although there will be 12 months grace period if the developer could not complete the construction.
 8. That, the Developer undertakes and agrees that they will get the drawings of the proposed apartment over the schedule lands of this agreement duly approved by the competent authority (MADA/ Municipal Corporation) at their own cost.
 9. That, the Developer will be at liberty to generate funds by advertisements, selling, booking, mortgaging of shops/ offices/ flats of the proposed building of the total constructed area for the purpose of speedy construction and timely completion of the said building complex as per approved plans and specifications at its own responsibility and risk keeping no concern with the Owner.
 10. That, the Owner agrees and assures to hand over to the Developer the vacant and peaceful possession over the schedule land of this Development Agreement for the purpose of development of the said building complex within three days after the signing of this Agreement and issue of Power of Attorney to facilitate them to

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- build the basic infrastructures for the speedy and timely construction of the said Apartment, like digging tube wells and removing the debris and strengthening and rising the existing compound wall and construction of the site office, labour shed etc.
11. That, the developer will be automatically became owner of their share of constructed area and they shall be authorized to or to execute sale deed, mortgage deed, lease deed or any instrument of their choice as permitted by Law, as the rules framed in section 5 (i) and regulations set forth in section 5 (i) of Jharkhand Apartment (Flat Ownership) Act, 2011, and the same is applicable for the owner/Land Lord, and both the owner and developer can transfer their shares individually.
 12. That, the Developer in respect of the above-mentioned Act, further undertakes to indemnify the Owner against any loss of liability arising out of the sale/ mortgage of the said units to the would be purchasers in respect of cost of the land to be paid to them.
 13. That, the Developer may take loan or financial assistance from any Bank/ Financial Institution for the speedy construction of the said building complex at its own risk and consequence and for the repayment of which the Owner shall not be held responsible at any score, whatsoever.
 14. That, the Developer undertakes to obtain all sorts of Government clearances and Government sanctions from the concerned competent authorities for the proposed construction of the multistoried building complex over the schedule land of this agreement at their own cost and Owner shall not be liable for reimbursement of any costs, charges and expenses for any reason.
 15. That, the Owner will not be held liable and responsible for any payments to be made whatsoever to the laborers, material suppliers and the staff employed by the Developer and the dispute/ differences related thereto and accrued thereupon to any Government Agencies or any 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 including all legal consequences related thereto and Owner shall not be responsible for the same.

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16. That, the Owner will not be liable or responsible for any untoward incident or accident etc. that may occur during the construction work of the said building complex and the Developer will be solely responsible for the same and indemnify the Owner in case of any such eventuality.
17. That, the Developer shall abide by the specifications 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 conditions as agreed upon in this Agreement.
18. That, the Developer shall be solely entitled for booking and sale of units of the building complex and to receive the payments in lieu of such sale/ booking of the units, for only his share and the land owner is also entitled for the same.
19. That, the Owner shall not be held responsible for any dispute between the purchaser of the units and the Developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchasers.
20. That, the Developer's liability for the payment of taxes with respect to the newly constructed building over schedule land shall cease after the handing over the units to the respective buyers and then onwards it will be the responsibility of the respective owners to pay the Government Taxes.
21. That, the land Owner do hereby declare that the schedule property is free from all encumbrances, debts, liens, charges etc. and the land Owners have absolute marketable title over the schedule land of this Agreement and no legal case, cases, suit are pending before any legal Court of Justice in respect to schedule land of this Agreement.
22. That, in case of any dispute between the Owner and the Developer with regard to the terms, of this agreement for developing the same will be adjudicated by the arbitrator appointed one each by either parties whose decision shall be binding and conclusive. In case of disagreement with the decision of the arbitrators, one common arbitrator with the consent of the appointed arbitrators will be appointed for final decision and the majority decision of all the arbitrators shall be binding on both the parties.

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OWNER'S FURTHER OBLIGATION

The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building construction on the said plot by the Developer agreement if anything is not going against the spirit of this agreement.

The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/ or disposing of the whole premises.

The Owners hereby agrees that the Developer may mortgage or create any charge of the said premises including construction to any bank or financial institutions to meet its financial requirements.

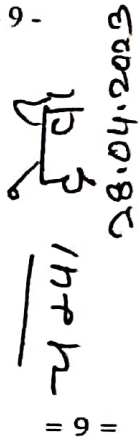

The Owners hereby agree and covenant with the Developer to execute all papers including the deed of conveyance that may be necessary for transfer the respective unit in favour of the purchaser/ assignees/ transferees nominated by the Developer in respect of the Developed Construction over the scheduled land.

DEVELOPER'S FURTHER OBLIGATION

The Developer further agrees and covenants with the Owner to get the subject project cleared by all authorities that may be necessary for the purpose of construction.

The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions or rules applicable for construction of the building as a result of which the obligations and liabilities will accrue upon the Owners.

23. OWNER'S INDEMNITY

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The Owner hereby indemnifies the Developer of any defect in the title of the Property and marketability of the title.

The Owner hereby undertakes and indemnifies the Developer that the Developer shall be entitled to the said construction and shall enjoy the whole premises without any interference or disturbance provided the Developer performs and observes and fulfills all the terms and conditions herein contained and/ or their part to be observed, performed and/ or fulfilled.

24. DEVELOPER'S INDEMNITY

The Developer hereby undertakes to keep the Owner indemnified from and against all third parties' claims and actions arising out of any part or act or commission of the Developer in or relating to the construction of the said building complex.

25. MISCELLANEOUS

1. It is agreed that the Developer shall have absolute right to name the building and the Owner shall not object the same. It is agreed that the Developer and/ or the Owner shall incorporate a clause in their respective document so that successor in interest does not change the name of the building once the same is completed.

It is agreed between the parties that in case of registration of these present, the Stamp Duty, registration Fees & other misc. expenses including lawyer's fee for Registration of this Agreement and/ or for Power of Attorney as contemplated under this agreement shall be paid by the Developer.

2. It is agreed that the Developer is free to purchase or take on development agreement from other party/ parties, any land which is adjacent/ connected to the scheduled land. The Developer shall be free to develop comprising the land taken

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from other vendor(s) and scheduled premises being taken from the Owner and the scheduled premises may be used for entry/ exit purpose to other lands acquired from other vendor(s), and in this regard the Owner will not have any objection or will not raise any claim.

3. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owner shall execute additional power of attorney and/ or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such acts, deeds, matters and things if, the same do not in any way infringe and/ or affect the rights of the Owners in respect of the said plot and/ or go against the spirit of this Agreement and the Owner hereby indemnify the Developer for the above.

4. Any notice required to be given by the Developer shall be deemed to have been served on the Owners if, delivered by hand and duly acknowledged or send by prepaid registered post with acknowledgement due and on the Developer if, delivered by hand or send by prepaid registered post with acknowledgement due to the known address which appears in this agreement.

5. It is hereby agreed between parties that the Developer shall have absolute right to transfer all the rights and interests of this agreement along with the possession of the scheduled premises to its nominee(s)/ assignee(s) which may be any group concern, other firm/ company or any individual on exclusive decision of the Developer, and such nominee(s)/ assignee(s) shall be restricted to the covenants of this agreement. The Owner shall execute needful legal/ formal

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document with the nominee(s)/ assignee(s) of the Developer and shall also assist on any further requirement in this regard.

26. FORCE MAJEURE

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/ or any other act or commissions beyond the control of the parties hereto.

SCHEDULE

All that piece and parcel of RAIYATI land situate at Mouza Nawadih, Mouza No. 02, under P.S. and Dist. Dhanbad, Chowki Sadar Sub-Registry office and District Dhanbad,

Mouza Nawadih, Mouza No. 02, under P.S. Dhanbad, Dist. Dhanbad, appertaining to old Khata No. 05, Old Plot No. 946, New Khata No. 207, New Plot No. 788, measuring an area 6.60 Decimals of land, being butted and bounded as under:-

- North: Part of same Plot & Plot No. 945.
- South: Part of same Plot.
- East: Plot No. 945.
- West: Part of same Plot.

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SHARE ALLOCATION

That it has been decided by and between the parties hereto, that the share allocation will be decided later on, after sanction of plan from MADA/Dhanbad Municipal Corporation and share will be distributed as per ratio in each floor.

Government value of Scheduled property is Rs.32,14,000/- (Rupees Thirty Two Lac Fourteen thousand) only and Registration Fee paid on that amount.

IN WITNESS WHEREOF the parties hereto have signed this Development Agreement at Asadpur on 28th Day of April 2023, in presence of the witnesses, named hereunder:-

WITNESSES: -

1. Gopal Ch Tiwari

S/O Lt Laxmi Narayan Tiwari
Purnachand Tundi B Lohar

2. Arun Grover

S/O Sri Shankar Grover
Nawadaha Dhanbad
28.04.2023

Certified that the finger prints of the left hand of the vendor and purchaser, whose photographs is affixed in the document have been duly obtained before me,

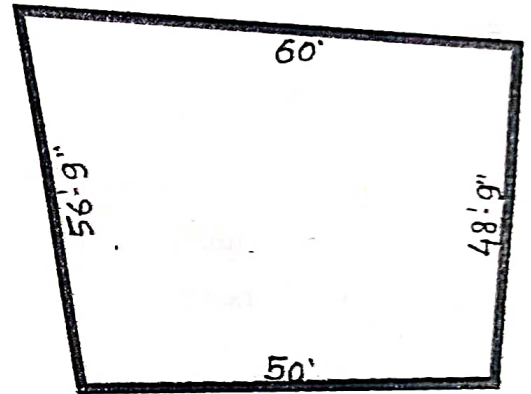
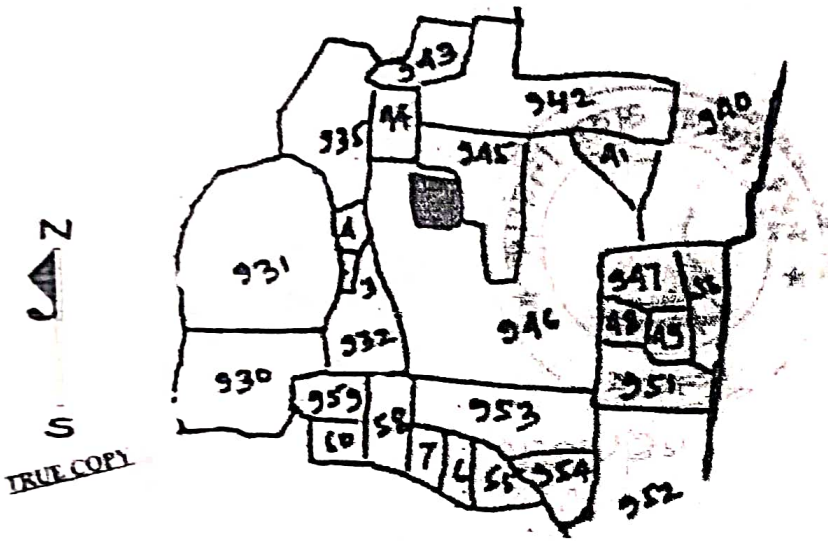
Party :- SMT. CHAMPA DEVI Wife of Sri Arun Gope, Resident of Nawadih, Tola Bartand, P.S. Dist. Dhanbad,

cond Party :- JAI JAGANNATH CONSTRUCTIONS, A partnership firm represented by its Partner SRI ATUL KUMAR DOKANIA and SRI AMIT DOKANIA Sons of Sri Om Prakash Dokania, Resident of Joraphatak, P.S. Dhansar, Dist. Dhanbad.

Schedule :- Mouza Nawadih No 2 P S Dhanbad,

New Khata No	Old Khata No	New Plot No	Old Plot No	Area
207	05	788	946	6.60-Dec

Shown in Red colour.



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झारखंड सरकार
राजस्व एवं भूमि सुधार विभाग

नामांतरण शुद्धि-पत्र

Duplicate-copy CRSLP913198

4/23/2023



जिला का नाम	धनबाद	अनुमंडल नाम	धनबाद	अंचल का नाम	धनबाद	हल्का	हलका-01		
इस्टेट का नाम	झारखण्ड	भाग	3	पृष्ठ संख्या वर्तमान	85	धाना न.	2		
		वर्तमान(VOL)	3						
क्रमिक संख्या	केस न.	मौजा का नाम/राजस्व धाना न	धाना का नाम	स्वीकृत द्वारा और तिथि	परिवर्तन प्रकार	अभिधृत जिसमें नामांतरण संबंधित है खाता न. धाना वर्तमान पृष्ठ संख्या वर्तमान	कारोबार विस्तृत सूचना खाता न. प्लॉट न. क्षेत्रफल	लगातार	रजिस्टर 2 अद्यतन तिथि अभ्युक्ति
3198	1645 /R27 2018 - 2019	नवाडीह/ 2	झरिया	17/11/2018	By Sale Registration 8828 Dated 07/07/2017	207 1 205	207 788 6.6 डिसमील	5	
क्रेता का नाम : (चम्पा देवी पति-अरुण गोप, जाति---, पता-नवाडीह धनबाद)		जमाबंदी रैयत का नाम : शंकर गोप-पिता-शांति गोप		विक्रेता का नाम : लालधारी गोप, पिता-स्व नारायण गोप, जाति---, पता-बिशनपुर धनबाद					
राजस्व कर्मचारी हलका-01 को आवश्यक कार्यवाही एवं सूचनाएं हस्तान्तरित। यह एक कंप्यूटर जनित प्रति है यह प्रपत्र केवल प्रार्थी की जानकारी के लिए है इसका उपयोग किसी भी न्यायालय में साक्ष्य के रूप में नहीं किया जा सकता है		Signature valid Digitally signed by PRAKASH KUMAR अचलाधिकारी धनबाद		Digitally signed by PRAKASH KUMAR अचलाधिकारी धनबाद					

पत्र जापंगे प्राण जब सडक पर न जाए इन्मान।

न्याया देवी

Prakash





OFFICE OF THE SUB REGISTRAR

Office Name :- SRO - Dhanbad

District Name :- Dhanbad

State Name :- Jharkhand

Deed Endorsement

Token No :- 202300030219

Deed Type	Development Agreement
Number of Pages	64
Fee Details	Stamp Duty :- Rs. 4, PR :- Rs. 1, SP :- Rs. 960, A1 :- Rs. 80350, LL :- Rs. 3,
Property No.	1
Valuation Details	Value :- Rs.3213989/- , Transaction Amount :- Rs.1/-
Property Details	District :- Dhanbad , Tehsil :- Dhanbad , Village Name :- Nawadih Location :- Other Road, Nawadih Word No 0 Property Boundaries :- East: Plot No. 945., West: Part of same Plot., South: Part of same Plot., North: Part of same Plot & Plot No. 945. Volume Number - 3Page Number - 85Khata Number - 207Plot Number - 788 Area Of Land :- 6.60 Decimal

Sh./Smt.CHAMPA DEVI s/o/d/o/w/o Wife Of Sri Arun Gope has presented the document for registration in this office



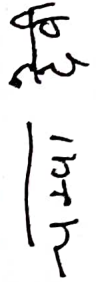



today dated :- 28-Apr-2023 Day :- Friday Time :- 13:01:55 PM





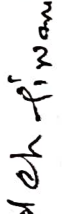
CHAMPA DEVI(Individual)

Party Name	Document Type	Document Number
CHAMPA DEVI	PAN/UID	998569196304

Sr.NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature
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Sr.NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature
1	CHAMPA DEVI Address1 - Nawadih, Tola Bartand, P.s. and Dist.- Dhanbad., Address2 - ... Jharkhand PAN No.: .Permission Case No.-	Yes	Champa Devi Address:- , TOLA BARTAND, , VILL -NAWADIH POST- B.POLYTECNIC PS-DHANBAD, NAWADIH, , Dhanbad, 828130, , Jharkhand, India		EXECUTANTS Age:44			
2	JAI JAGANNATH CONSTRUCTIONS REPRESENTED BY ITS PARTNER SRI ATUL KUMAR DOKANIA Address1 - Joraphatak, P.s.- Dhansar, Dist.- Dhanbad.. Address2 - ... Jharkhand PAN No.: .Permission Case No.-	Yes	Atul Kumar Dokania Address:- Om Bhawan, dhansar, Jora Phatak Road, , Dhanbad, , Dhanbad, 826001, . Jharkhand, India		CLAIMANT Age:41			

Identification:

Sr.NO	Party Name and Address	Photo	FingerPrint	Signature
1	GOPAL CHANDRA TIWARI S/o-D/o Laxmi Narayan Tiwari Address1 - 32, Pnachayat Bhawan, Purnadih, Tundi, Dhanbad., Address2 - ... Jharkhand PAN No.:			

Witness:

I/We individually/Collectively recognize the Seller(S) and Buyer(s)

Sr.NO	Party Name and Address	Photo	Thumb	Signature
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Land measurement, Sub Part and House No.	Property Boundaries East: Plot No. 945., West: Part of same Plot., South: Part of same Plot., North: Part of same Plot & Plot No. 945.
Area	Land area : 6.60 Decimal
Other Description of the Property	Pin Code - 826001
Government/Market Value	3213988.8
Transaction Amount	1

CLAIMANT	-Mr. JAI JAGANNATH CONSTRUCTIONS REPRESENTED BY ITS PARTNER SRI ATUL KUMAR DOKANIA, Address - Joraphatak, P.s.- Dhansar, Dist.- Dhanbad.- ,Father/Husband Name Sri Om Prakash Dokania , PAN No.- ,Permission Case No.- , Aadhaar No. *****6751
EXECUTANTS	-Mrs. CHAMPA DEVI, Address - Nawadih, Tola Bartand, P.s. and Dist.- Dhanbad.- ,Father/Husband Name Wife Of Sri Arun Gope , PAN No.- ,Permission Case No.- , Aadhaar No. *****6304

Witness Information	Mr. GOPAL CHANDRA TIWARI , Address - 32, Pnachayat Bhawan, Purnadih, Tundi, Dhanbad.-, Father/Husband Name- Laxmi Narayan Tiwari
---------------------	---

Identifier Details	Mr. GOPAL CHANDRA TIWARI , Address - 32, Pnachayat Bhawan, Purnadih, Tundi, Dhanbad.-, Father/Husband Name- Laxmi Narayan Tiwari
--------------------	---

Fee Rule:Development Agreement		
1	Stamp Duty	4

1	SP	960
Total		960

Fee Rule:Development Agreement		
1	A1	80,350
2	LL	3
3	PR	1
Total		80,354

All the entries made, have been verified by me and are found same as the entries of the document presented.



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 5772f479a1a2dfc5b602

Receipt Date : 13-Jan-2024 12:38:50 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

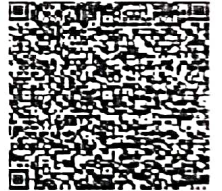
Token Number : 202400004750

Office Name : SRO - Dhanbad

Document Type : Development Agreement

Payee Name : JAI JAGANNATH CONSTRUCTIONS
REPRESENTED BY ITS PARTNER ATUL
KUMAR DOKANIA (Vendee)

GRN Number : 2400194418



For Office Use :-

राजस्व अधिकारी द्वारा जारी की गई रसीद के अधीन

का दस्तावेज है और दस्तावेज का मूल्य रु. 100/-

की अनुसूची 5 के अधीन

स्थापित किया गया है।

नथी 1899 के अधीन शुल्क अदा किया

गया है।

निबन्धन पर

Sarita Sharma

13.01.2024

13.01.2024

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।

Development Agreement Value 87 lakhs / 100

WITNESSES: 1. Mr. Rakesh Kumar
2. Mr. Rakesh Kumar
3. Mr. Rakesh Kumar

Received
Am 71783.00
Sub 3.00
Pr 71787.00
13/1/24

Sangita Sharma

[Signature]

13.01.2024



cate

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 13th day of JANUARY 2024
Thousand Twenty Four,

BETWEEN

SMT. SANGITA SHARMA (Aadhar No. XXXX XXXX 2834) Wife of Sri Rakesh Kumar, faith Hindu, Category General, by occupation Business, Resident of Babudin, P.S. Dhanbad, hereinafter called and referred to as LANDLORD/ OWNER (which expressions shall unless excluded by or repugnant to the context be deemed to include her heirs, successors and interests, liquidators, nominees and/ or assigns) of the ONE PART. That the land owner hereto does not come under the prohibited class U/s 46 of CNT Act 1908.



Advocate

Sangita Sharma

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AND

13.01.2024



JAI JAGANNATH CONSTRUCTIONS, A partnership firm represented by its Partner **SRI ATUL KUMAR DOKANIA** (Aadhar No. XXXXXXXX6751) and **SRI AMIT DOKANIA** (Aadhar No. XXXXXXXX4135) Sons of Sri Om Prakash Dokania, by Faith Hindu, Category OBC, by occupation Businessman, Resident of Joraphatak, P.S. Dhansar, Dist. Dhanbad hereinafter referred to as **DEVELOPER** (which expression shall unless excluded, repugnant to the context be deemed to include his heirs successors and interest liquidators, nominees and/ or assigns) of the **OTHER PART**;

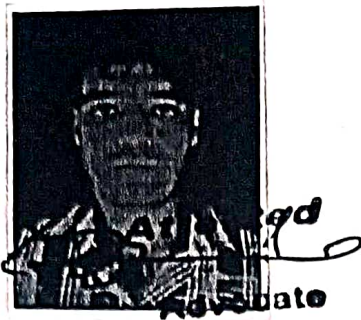
WHEREAS:

A. WHEREAS, the land owner hereto above named owned 5.36 Decimals of land at Mouza Nawadih, Mouza No. 02, under P.S. Dhanbad, Dist. Dhanbad, appertaining to old Khata No. 05, Old Plot No. 941 and 946, (New Khata No. 206, New Plot No. 779), which was purchased in the name of Land Owner hereto, vide Deed No. 801 dated 05.02.2015 from the rightful owner Nayeem Ahmed Sheikh and Imtiyaz Ahmed Sheikh, registered at Dhanbad Sub-Registry office; And

WHEREAS, ever since the date of purchase the said Smt. Sangita Sharma has been in peaceful possession over the said land and got her name Mutated by Order Passed in Mutation Case No. 309(I)2015-16 and paying rent for the same under online Volume No. 2, Page No. 64; And

The facts described above mean and conclude that owner hereto are the rightful OWNER of the aforesaid land measuring 5.36 Decimals.

B. WHEREAS, the Owner had been in search of a Developer to develop the land;



- 3 -

Sanjay Sharma

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described in the Schedule of this Development Agreement into a Multistoried Building (Commercial and/ or Residential) Complex.

- C. The Developer, "**JAI JAGANNATH CONSTRUCTIONS**" approached the present owners and offered to Develop the property by erecting new multistoried buildings thereon on the terms and conditions mentioned hereafter.
- D. Owner have represented to the Developer as follows:
 - I. That the Owners are absolute seized and possessed of the piece and parcel of land measuring 5.36 Decimals morefully and particularly described in Schedule hereunder written and hereinafter referred to as the said premises.
 - II. That the said Premises is free from acquisition and/ or requisition in any nature whatsoever.
 - III. That the said Premises is not effected by any Road Alignment.
 - IV. That the Landlords have not entered into any agreement with any person in respect of the said property or created any charge on the said property and during the pendency of this Agreement for development of the Owners shall not enter into Agreement with any other Developer or Promoter or create any charge in respect in the proposed multistoried building to be constructed by the Developer on the said piece of land.
 - V. That no notice of attachment, requisition, acquisition received from any Competent Authority in respect of the said premises.
 - VI. There is no embargo and or outstanding dues in respect of Income Tax of the Owners and/ or any notice of attachment as being received from Income Tax Authority under the provisions of the Income Tax Act 1961.
 - VII. That the Owner shall comply with all requisition for the purpose of development of the said premises.

DEFINITION

Scripta Sharma
[Signature]
[Signature] 13.01.2024

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Unless these presents it is repugnant or inconsistent with:

- I. OWNER shall mean the Owners mentioned in this indenture hereinabove and/ or its successors in interest, legal representatives, and assigns.
- II. DEVELOPER shall mean **"JAI JAGANNATH CONSTRUCTIONS"**, and its successors and interests, liquidators, nominees and/ or assigns;
- III. PREMISES shall mean all that the Land and Premises mentioned in the schedule hereunder within the limits of Mineral Area Development Authority/ Municipal Corporation Authority within the District of Dhanbad and particularly described in the schedule hereunder written.

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

That, in view of the said Agreement for development and construction of a multistoried complex over the schedule land of this Development Agreement proposed to any construction whichever is beneficial to Developer and as per the approval of competent authority i.e. Mineral Area Development Authority/ Municipal Corporation and in lieu of which the Developer will pay the Owners 45% of Super built up area in the building to be constructed in the schedule land.

1. That, the Owners have agreed to handover the peaceful possession of the scheduled Land of this Agreement to the Developer within a period of three days from the date of Signing this Agreement and Issue of Power of Attorney and have allowed the Developer to go ahead with the development work.
2. That, the Developer will construct multistoried building (commercial and/or residential) complex and shall get the plans approved from the competent authority at their own cost.
3. That, the Developer undertakes and agrees to pay the Owners only 45% of Super built up area in the multi storied complex to be constructed on the land of the owner), for the development on the land of 5.36 Decimals.

Sanjay Sharma

[Signature]

[Signature]
13.01.2024

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4. That, the Developer may bring their construction of commercial, residential, Apartments or whatsoever, on which the Owner shall not create any interference or objection for the type or quality of the construction.
5. That, the multistoried building over the schedule land of this agreement constructed at the cost of the Developer shall become the exclusive property of the Developer. The land Owner will not have any physical or legal claim over it and right, interest, title shall accrue upon the Developer in respect of the multistoried building to the extent of 45% of Super built up area as aforesaid, constructed saleable area of the said building complex, which shall be exclusive property of the Developer, with the exclusive right, title and interest upon which the Owners shall not have any sort of right, title or interest in any manner, except her share of 45% of Super built up area in the building.
6. That, will have equitable right, interest, title over the common area like passage, terrace, lift, guard room, generator etc. after the units of the complex are sold to them respectively, and the developer will not claim his any right on and over the same in any manner the water tank and lift machine room.
7. That, the Developer agrees and undertakes that the time is the essence of the contract and the Developer will hand over the owner's share of 45% of Super built up area of, to the Owner as per this agreement irrespective of status or progress of the construction. The Developer shall construct the said building complex as per specifications and approved plan of the building by the competent authority within a period of 36 months from the date of finalization of approval from the Competent authority, i.e MADA/Municipal Corporation, for the said construction of the building over the schedule land, although there will be 12 months grace period if the developer could not complete the construction.

Sangita Sharma



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8. That, the Developer undertakes and agrees that they will get the drawings of the proposed apartment over the schedule lands of this agreement duly approved by the competent authority (MADA/ Municipal Corporation) at their own cost.
9. That, the Developer will be at liberty to generate funds by advertisements, selling, booking, mortgaging of shops/ offices/ flats of the proposed building of the total constructed area for the purpose of speedy construction and timely completion of the said building complex as per approved plans and specifications at its own responsibility and risk keeping no concern with the Owner.
10. That, the Owner agrees and assures to hand over to the Developer the vacant and peaceful possession over the schedule land of this Development Agreement for the purpose of development of the said building complex within three days after the signing of this Agreement and issue of Power of Attorney to facilitate them to build the basic infrastructures for the speedy and timely construction of the said Apartment, like digging tube wells and removing the debris and strengthening and rising the existing compound wall and construction of the site office, labour shed etc.
11. That, the developer will be automatically became owner of their share of constructed area and they shall be authorized to or to execute sale deed, mortgage deed, lease deed or any instrument of their choice as permitted by Law, as the rules framed in section 5 (i) and regulations set forth in section 5 (ii) of Jharkhand Apartment (Flat Ownership) Act, 2011, and the same is applicable for the owner/Land Lord, and both the owner and developer can transfer their shares individually.
12. That, the Developer in respect of the above-mentioned Act, further undertakes to indemnify the Owner against any loss of liability arising out of the sale/ mortgage of the said units to the would be purchasers in respect of cost of the land to be paid to them.
13. That, the Developer may take loan or financial assistance from any Bank/ Financial Institution for the speedy construction of the said building complex at its own risk and consequence and for the repayment of which the Owner shall not be held responsible at any score, whatsoever.

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Sahiba Sharma
[Signature]
[Signature] 13.01.2024

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14. That, the Developer undertakes to obtain all sorts of Government clearances and Government sanctions from the concerned competent authorities for the proposed construction of the multistoried building complex over the schedule land of this agreement at their own cost and Owner shall not be liable for reimbursement of any costs, charges and expenses for any reason.
15. That, the Owner will not be held liable and responsible for any payments to be made whatsoever to the laborers, material suppliers and the staff employed by the Developer and the dispute/ differences related thereto and accrued thereupon to any Government Agencies or any 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 including all legal consequences related thereto and Owner shall not be responsible for the same.
16. That, the Owner will not be liable or responsible for any untoward incident or accident etc. that may occur during the construction work of the said building complex and the Developer will be solely responsible for the same and indemnify the Owner in case of any such eventuality.
17. That, the Developer shall abide by the specifications 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 conditions as agreed upon in this Agreement.
18. That, the Developer shall be solely entitled for booking and sale of units of the building complex and to receive the payments in lieu of such sale/ booking of the units, for only his share and the land owner is also entitled for the same.
19. That, the Owner shall not be held responsible for any dispute between the purchaser of the units and the Developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchasers.
20. That, the Developer's liability for the payment of taxes with respect to the newly constructed building over schedule land shall cease after the handing over the units to the respective buyers and then onwards it will be the responsibility of the respective owners to pay the Government Taxes.

Sahiba Sharma - 8 -

Sharma

13.01.2024

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21. That, the land Owner do hereby declare that the schedule property is free from all encumbrances, debts, liens, charges etc. and the land Owners have absolute marketable title over the schedule land of this Agreement and no legal case, cases, suit are pending before any legal Court of Justice in respect to schedule land of this Agreement.
22. That, in case of any dispute between the Owner and the Developer with regard to the terms, of this agreement for developing the same will be adjudicated by the arbitrator appointed one each by either parties whose decision shall be binding and conclusive. In case of disagreement with the decision of the arbitrators, one common arbitrator with the consent of the appointed arbitrators will be appointed for final decision and the majority decision of all the arbitrators shall be binding on both the parties.

OWNER'S FURTHER OBLIGATION

The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building construction on the said plot by the Developer agreement if anything is not going against the spirit of this agreement.

The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/ or disposing of the whole premises.

The Owners hereby agrees that the Developer may mortgage or create any charge of the said premises including construction to any bank or financial institutions to meet its financial requirements.

The Owners hereby agree and covenant with the Developer to execute all papers including the deed of conveyance that may be necessary for transfer the respective unit in favour of the purchaser/ assignees/ transferees nominated by the Developer in respect of the Developed Construction over the scheduled land

Sanjayta Sharma

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DEVELOPER'S FURTHER OBLIGATION

The Developer further agrees and covenants with the Owner to get the subject project cleared by all authorities that may be necessary for the purpose of construction.

The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions or rules applicable for construction of the building as a result of which the obligations and liabilities will accrue upon the Owners.

23. OWNER'S INDEMNITY

The Owner hereby indemnifies the Developer of any defect in the title of the Property and marketability of the title.

The Owner hereby undertakes and indemnifies the Developer that the Developer shall be entitled to the said construction and shall enjoy the whole premises without any interference or disturbance provided the Developer performs and observes and fulfills all the terms and conditions herein contained and/ or their part to be observed, performed and/ or fulfilled.

24. DEVELOPER'S INDEMNITY

The Developer hereby undertakes to keep the Owner indemnified from and against all third parties' claims and actions arising out of any part or act or commission of the Developer in or relating to the construction of the said building complex.

Sanjata Sharma

[Signature]

[Signature]
13.01.2024

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25. MISCELLANEOUS

1. It is agreed that the Developer shall have absolute right to name the building and the Owner shall not object the same. It is agreed that the Developer and/ or the Owner shall incorporate a clause in their respective document so that successor in interest does not change the name of the building once the same is completed.

It is agreed between the parties that in case of registration of these present, the Stamp Duty, registration Fees & other misc. expenses including lawyer's fee for Registration of this Agreement and/ or for Power of Attorney as contemplated under this agreement shall be paid by the Developer.

2. It is agreed that the Developer is free to purchase or take on development agreement from other party/ parties, any land which is adjacent/ connected to the scheduled land. The Developer shall be free to develop comprising the land taken from other vendor(s) and scheduled premises being taken from the Owner and the scheduled premises may be used for entry/ exit purpose to other lands acquired from other vendor(s), and in this regard the Owner will not have any objection or will not raise any claim.

3. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owner shall execute additional power of attorney and/ or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such acts, deeds, matters and things if, the same do not in any way infringe and/ or affect

Sangita Sharma

Shruti

13.01.2024

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the rights of the Owners in respect of the said plot and/ or go against the spirit of this Agreement and the Owner hereby indemnify the Developer for the above.

4. Any notice required to be given by the Developer shall be deemed to have been served on the Owners if, delivered by hand and duly acknowledged or send by prepaid registered post with acknowledgement due and on the Developer if, delivered by hand or send by prepaid registered post with acknowledgement due to the known address which appears in this agreement.

5. It is hereby agreed between parties that the Developer shall have absolute right to transfer all the rights and interests of this agreement along with the possession of the scheduled premises to its nominee(s)/ assignee(s) which may be any group concern, other firm/ company or any individual on exclusive decision of the Developer, and such nominee(s)/ assignee(s) shall be restricted to the covenants of this agreement. The Owner shall execute needful legal/ formal document with the nominee(s)/ assignee(s) of the Developer and shall also assist on any further requirement in this regard.

26. FORCE MAJEURE

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/ or any other act or commissions beyond the control of the parties hereto.

Be it mentioned that if the developer paid a sum of Rs.10,00,000/- (Rupees Ten Lac) only to the Land owner as interest free refundable security deposit, which sum is refunded by the land owner to the developer on or before handing over the land owner's share of constructed area. (Rs.5,00,000/- only paid vide RTGS, UTR No. HDFCR52023102799070162 dated 17.10.23. and Rs.5,00,000/- paid vide RTGS UTR NO. HDFCR52024011671252650 Dated 16.01.2024

Shruti

Sangita Sharma

[Signature]

[Signature] 13.01.2024

अचल अधिकारी इनोवा से प्राप्त सूची
के अनुसार दस्तावेज में वर्णित मौजा नावादीह
नम्बर 02 का नया खाता नं- दो शो ए

विशेष खाता से बाहर है/सूची बद्ध नहीं है।

= 12 =

SCHEDULE

All that piece and parcel of RAIYATI land situate at Mouza Nawadih, Mouza No. 02, under P.S. and Dist. Dhanbad, Chowki Sadar Sub-Registry office and District Dhanbad,

Mouza Nawadih, Mouza No. 02, under P.S. Dhanbad, Dist. Dhanbad,

old Khata No. 05, Old Plot No. 941 and 946,

Corresponding New Khata No. 206, New Plot No. 779 - Area 5.36 Decimals, being butted and bounded by :-

- North: Part of same Plot.
South: Part of same Plot.
East: Plot No. 940.
West: Plot No. 946.

SHARE ALOCATION

That it has been decided by and between the parties hereto, that the share allocation will be decided later on, after sanction of plan from MADA/Dhanbad Municipal Corporation and share will be distributed as per ratio in each floor.

Government value of Scheduled property is Rs.28,71,300/- (Rupees Twenty Eight Lacs Seventy One Thousand Three hundred) only and Registration Fee paid on that amount.

IN WITNESS WHEREOF the parties hereto have signed this Development Agreement at DHANBAD on 18th Day of JANUARY in presence of the witnesses, named hereunder:-

Sarajita Sharma

[Signature]
13.01.2024

= 13 =

WITNESSES: -

1. *[Signature]*
Gopal chandra Tiwari
Lt - Laxmi Narayan Tiwari
Purnach. Tundi Dhanbad

2. ~~शके प्र कुमर~~
~~शिव शंकर रवि~~
~~उमेश सिंह~~
~~वसु शिव धनकर~~

13.01.2024

Certified that the finger prints of the left hand of the vendor and purchaser, whose photographs is affixed in the document have been duly obtained before me,

[Signature]
16/1/24
L.W.O. 1622/93

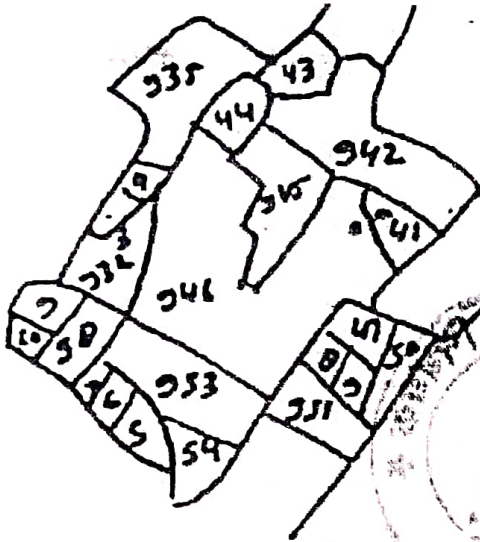
Pridyut

Plaintiffs :- Smt. Sangita Sharma w/o Sri Rakesh Kumar, R/O Babudih, P S & Dist Dhanbad.

Defendants :- Jai Jagannath Constructions, Rep by its Partner Sri Atul Kumar Dokania & Sri Amit Dokania s/o Sri Om Prakash Dokania, R/O Joraphatak, P S Dhansar, Dist Dhanbad.

Schedule :- Nawadih No 2, P S Dhanbad, Old Khata No 05, old Plot No 941 & 946, New Khata No 206, New Plot No 779, Area 5.36-Decimals.

Shown in Red colour.



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S
TRUE COPY

Sangita Sharma

[Signature]

[Signature]
13.01.2024



OFFICE OF THE SUB REGISTRAR

Office Name :- SRO - Dhanbad

District Name :- Dhanbad

State Name :- Jharkhand

Deed Endorsement

Token No :- 202400004750

Deed Type	Development Agreement
Number of Pages	72
Fee Details	Stamp Duty :- Rs. 4, PR :- Rs. 1, SP :- Rs. 1080, A1 :- Rs. 71783, LL :- Rs. 3,
Property No.	1
Valuation Details	Value :- Rs.2871245/- , Transaction Amount :- Rs.1/-
Property Details	District :- Dhanbad , Tehsil :- Dhanbad , Village Name :- Nawadih Location :- Other Road, Nawadih Word No 0 Property Boundaries :- East: Plot No. 940., West: Plot No. 946., South: Part of Same Plot., North: Part of Same Plot. Khata Number - 206Plot Number - 779Volume Number - 2Page Number - 64 Area Of Land :- 5.36 Decimal

Sh./Smt.SANGITA SHARMA s/o/d/o/w/o Wife Of Sri Rakesh Kumar has presented the document for registration in this office today dated :- 16-Jan-2024 Day :- Tuesday Time :- 14:42:46 PM





SANGITA SHARMA(Individual)



Party Name	Document Type	Document Number
SANGITA SHARMA	PAN/UID	238733832834




Sr.NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature
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Sr.NO
1




Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature
SANGITA SHARMA Address1 - Babudih, P.s. and Dist - Dhanbad., Address2 - Babudih, P.s. and Dist - Dhanbad. Jharkhand PAN No.: Permission Case No.-	Yes	Sangita Sharma Address:- Home no-1293 ,Babudih, Near zila School, opp. durga mandir, Babudih, Bishunpur, Dhanbad-cum-kenduadih-cum-jagta, Dhanbad, 828130, B.polytechnic, Jharkhand, India		EXECUTANTS Age:44			<i>Sangita Sharma</i>

2

JAI JAGANNATH CONSTRUCTIONS REPRESENTED BY ITS PARTNER SRI AMIT DOKANIA Address1 - Joraphatak, P.s.- Dhansar, Dist.- Dhanbad., Address2 - Joraphatak, P.s.- Dhansar. Dist.- Dhanbad. Jharkhand PAN No.: Permission Case No.-	Yes	Amit Dokania Address:- Om Bhawan, Joraphatak Road, Dhansar, Dhanbad, Nirsa-cum-chirkunda, Dhanbad, 826001, Dhanbad, Jharkhand, India		CLAIMANT Age:49			<i>Amit Dokania</i>
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Sr.NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature
3	JAI JAGANNATH CONSTRUCTIONS REPRESENTED BY ITS PARTNER ATUL KUMAR DOKANIA Address1 - Joraphatak, P.s - Dhansar, Dist - Dhansad, Address2 - Joraphatak, P.s - Dhansar Dist - Dhansad, Jharkhand PAN No.: Permission Case No.-	Yes	Atul Kumar Dokania Address:- Om Bhawan, dhansar, Jora Phatak Road, , Dhansad, Nirsa-cum-chirkunda, Dhansad, 826001, Dhansad, Jharkhand, India		CLAIMANT Age:42			

Identification:

Sr.NO	Party Name and Address	Photo	FingerPrint	Signature
1	GOPAL CHANDRA TIWARI S/o-D/o Laxmi Narayan Tiwari Address1 - 32, Panchayat Bhawan, Purnadih, Tundi, Dhansad., Address2 - , , Jharkhand PAN No.:			

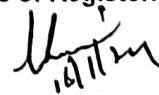
Witness:

I/We individually/Collectively recognize the Seller(S) and Buyer(s)

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	GOPAL CHANDRA TIWARI Address1 - 32, Panchayat Bhawan, Purnadih, Tundi, Dhansad., Address2 - , , Jharkhand			

Signature of Operator

Seal and Signature of Registering Officer



Above signature & thumb Impression are affixed in my presence.

Above mentioned, (SANGITA SHARMA), has/have admitted the execution before me. He/ She/ They has / have been identified by (GOPAL CHANDRA TIWARI) Son/Daughter/Wife of (Laxmi Narayan Tiwari) resident of (32, Panchayat Bhawan, Purnadih, Tundi, Dhansad.) and by occupation (Business).

2505

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Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : dbdc54cdd6588c6c3ab6

Receipt Date : 16-Apr-2024 01:19:25 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

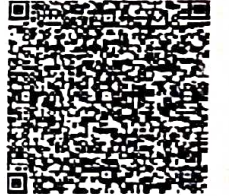
Token Number : 202400046458

Office Name : SRO - Dhanbad

Document Type : Development Agreement

Payee Name : JAI JAGANNATH CONSTRUCTIONS
REPRESENTED BY ITS PARTNER SRI
AMIT DOKANIA (Vendee)

GRN Number : 2401670530



अधिनियम 27 के अधीन और प्रावधानों के अंतर्गत :- For Office Use :-

कार्यकारी एक्ट की धारा _____ के अधीन

जो ग्राहक 2 और इण्डियन स्टाम्प एक्ट-1899

की अनुसूची 1 या 1 के 5 के अधीन

प्रमाणित स्टाम्प लगाया गया है। अथवा टिकट

प्रती में विद्यमान है या स्टाम्प - शुल्क अपेक्षित

तः

दिनांक 16/4/24

नियंत्रण पदाधिकारी

16/4/24

Saralita Sharma

Prinny

16.04.2024

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 Value 2871300 / Stul. 1002

RECEIVED OF 2871300 /
2004/06/16/24
16/04/24

Received
2871300.00
2.00
1.00
2871300.00
16/4



Sangita Sharma

Signature

16.04.2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 16th day of April Two Thousand Twenty Four,

BETWEEN

SMT. SANGITA SHARMA (Aadhar No. XXXX XXXX 2834) Wife of Sri Rakesh Kumar, by faith Hindu, Category General, by occupation Business, Resident of Babudih, P.S. Dist. Dhanbad, hereinafter called and referred to as LANDLORD/ OWNER (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, successors and interests, liquidators, nominees and/ or assigns) of the ONE PART; (That the land owner hereto does not come under the prohibited class U/s 46 of CNT Act.1908)

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Sangita Sharma

16.04.2024

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AND

JAI JAGANNATH CONSTRUCTIONS, A partnership firm represented by its Partner **SRI ATUL KUMAR DOKANIA** (Aadhar No. XXXXXXXX6751) and **SRI AMIT DOKANIA** (Aadhar No. XXXXXXXX4135) Sons of Sri Om Prakash Dokania, by Faith Hindu, Category OBC, by occupation Businessman, Resident of Joraphatak, P.S. Dhansar, Dist. Dhanbad, hereinafter referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs successors and interests, liquidators, nominees and/ or assigns) of the **OTHER PART**;

WHEREAS:

A. WHEREAS, the land owner hereto above named owned 5.36 Decimals of land, at Mouza Nawadih, Mouza No. 02, under P.S. Dhanbad, Dist. Dhanbad, appertaining to old Khata No. 05, Old Plot No. 941 and 946, (New Khata No. 206, New Plot No. 779), which was purchased in the name of Land Owner hereto, vide Deed No. 276 dated 18.01.2024 from the rightful owner Rekha Dubey alias Rekha Devi and others, registered at Dhanbad Sub-Registry office;; And

WHEREAS, ever since the date of purchase the said Smt. Sangita Sharma has been in peaceful possession over the said land and got her name Mutated vide Order Passed in Mutation Case No. 5999/2023-24 and paying rent for the same under online Volume No. 14 Page No. 90; And

The facts described above mean and conclude that owner hereto are the rightful **OWNER** of the aforesaid land measuring 5.36 Decimals.

B. WHEREAS, the Owner had been in search of a Developer to develop the land



Sangita Sharma

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described in the Schedule of this Development Agreement into a Multistoried Building (Commercial and/ or Residential) Complex.

- C. The Developer, "**JAI JAGANNATH CONSTRUCTIONS**" approached the present owners and offered to Develop the property by erecting new multistoried buildings thereon on the terms and conditions mentioned hereafter.
- D. Owner have represented to the Developer as follows:
- I. That the Owners are absolute seized and possessed of the piece and parcel of land measuring 5.36 Decimals morefully and particularly described in Schedule hereunder written and hereinafter referred to as the said premises.
 - II. That the said Premises is free from acquisition and/ or requisition in any nature whatsoever.
 - III. That the said Premises is not effected by any Road Alignment.
 - IV. That the Landlords have not entered into any agreement with any person in respect of the said property or created any charge on the said property and during the pendency of this Agreement for development of the Owners shall not enter into Agreement with any other Developer or Promoter or create any charge in respect in the proposed multistoried building to be constructed by the Developer on the said piece of land.
 - V. That no notice of attachment, requisition, acquisition received from any Competent Authority in respect of the said premises.
 - VI. There is no embargo and or outstanding dues in respect of Income Tax of the Owners and/ or any notice of attachment as being received from Income Tax Authority under the provisions of the Income Tax Act 1961.
 - VII. That the Owner shall comply with all requisition for the purpose of development of the said premises.

DEFINITION

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Unless these presents it is repugnant or inconsistent with:

- I. OWNER shall mean the Owners mentioned in this indenture hereinabove and/ or its successors in interest, legal representatives, and assigns.
- II. DEVELOPER shall mean "JAI JAGANNATH CONSTRUCTIONS", and its successors and interests, liquidators, nominees and/ or assigns;
- III. PREMISES shall mean all that the Land and Premises mentioned in the schedule hereunder within the limits of Mineral Area Development Authority/ Municipal Corporation Authority within the District of Dhanbad and particularly described in the schedule hereunder written.

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

That, in view of the said Agreement for development and construction of a multistoried complex over the schedule land of this Development Agreement proposed to any construction whichever is beneficial to Developer and as per the approval of competent authority i.e. Mineral Area Development Authority/ Municipal Corporation and in lieu of which the Developer will pay the Owners 45% of Super built up area in the building to be constructed in the schedule land.

1. That, the Owners have agreed to handover the peaceful possession of the scheduled Land of this Agreement to the Developer within a period of three days from the date of Signing this Agreement and Issue of Power of Attorney and have allowed the Developer to go ahead with the development work.
2. That, the Developer will construct multistoried building (commercial and/ or residential) complex and shall get the plans approved from the competent authority at their own cost.
3. That, the Developer undertakes and agrees to pay the Owners only 45% of Super built up area in the multi storied complex to be constructed on the land of the owner), for the development on the land of 5.36 Decimals.

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4. That, the Developer may bring their construction of commercial, residential, Apartments or whatsoever, on which the Owner shall not create any interference or objection for the type or quality of the construction.
5. That, the multistoried building over the schedule land of this agreement constructed at the cost of the Developer shall become the exclusive property of the Developer. The land Owner will not have any physical or legal claim over it and right, interest, title shall accrue upon the Developer in respect of the multistoried building to the extent of 55% of Super built up area as aforesaid, constructed saleable area of the said building complex, which shall be exclusive property of the Developer, with the exclusive right, title and interest upon which the Owners shall not have any sort of right, title or interest in any manner, except her share of 45% of Super built up area in the building.
6. That, will have equitable right, interest, title over the common area like passage, terrace, lift, guard room, generator etc. after the units of the complex are sold to them respectively, and the developer will not claim his any right on and over the same in any manner the water tank and lift machine room.
7. That, the Developer agrees and undertakes that the time is the essence of the contract and the Developer will hand over the owner's share of 45% of Super built up area of, to the Owner as per this agreement irrespective of status or progress of the construction. The Developer shall construct the said building complex as per specifications and approved plan of the building by the competent authority within a period of 36 months from the date of finalization of approval from the Competent authority, i.e MADA/Municipal Corporation, for the said construction of the building over the schedule land, although there will be 12 months grace period if the developer could not complete the construction.

Sanjay Sharma

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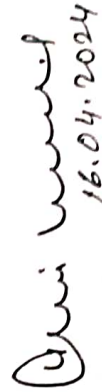
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8. That, the Developer undertakes and agrees that they will get the drawings of the proposed apartment over the schedule lands of this agreement duly approved by the competent authority (MADA/ Municipal Corporation) at their own cost.
9. That, the Developer will be at liberty to generate funds by advertisements, selling, booking, mortgaging of shops/ offices/ flats of the proposed building of the total constructed area for the purpose of speedy construction and timely completion of the said building complex as per approved plans and specifications at its own responsibility and risk keeping no concern with the Owner.
10. That, the Owner agrees and assures to hand over to the Developer the vacant and peaceful possession over the schedule land of this Development Agreement for the purpose of development of the said building complex within three days after the signing of this Agreement and issue of Power of Attorney to facilitate them to build the basic infrastructures for the speedy and timely construction of the said Apartment, like digging tube wells and removing the debris and strengthening and rising the existing compound wall and construction of the site office, labour shed etc.
11. That, the developer will be automatically became owner of their share of constructed area and they shall be authorized to or to execute sale deed, mortgage deed, lease deed or any instrument of their choice as permitted by Law, as the rules framed in section 5 (i) and regulations set forth in section 5 (i) of Jharkhand Apartment (Flat Ownership) Act, 2011, and the same is applicable for the owner/Land Lord, and both the owner and developer can transfer their shares individually.
12. That, the Developer in respect of the above-mentioned Act, further undertakes to indemnify the Owner against any loss of liability arising out of the sale/ mortgage of the said units to the would be purchasers in respect of cost of the land to be paid to them.
13. That, the Developer may take loan or financial assistance from any Bank/ Financial Institution for the speedy construction of the said building complex at its own risk and consequence and for the repayment of which the Owner shall not be held responsible at any score, whatsoever.

Sanjiv Sharma




16.04.2024

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14. That, the Developer undertakes to obtain all sorts of Government clearances and Government sanctions from the concerned competent authorities for the proposed construction of the multistoried building complex over the schedule land of this agreement at their own cost and Owner shall not be liable for reimbursement of any costs, charges and expenses for any reason.
15. That, the Owner will not be held liable and responsible for any payments to be made whatsoever to the laborers, material suppliers and the staff employed by the Developer and the dispute/ differences related thereto and accrued thereupon to any Government Agencies or any 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 including all legal consequences related thereto and Owner shall not be responsible for the same.
16. That, the Owner will not be liable or responsible for any untoward incident or accident etc. that may occur during the construction work of the said building complex and the Developer will be solely responsible for the same and indemnify the Owner in case of any such eventuality.
17. That, the Developer shall abide by the specifications 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 conditions as agreed upon in this Agreement.
18. That, the Developer shall be solely entitled for booking and sale of units of the building complex and to receive the payments in lieu of such sale/ booking of the units, for only his share and the land owner is also entitled for the same.
19. That, the Owner shall not be held responsible for any dispute between the purchaser of the units and the Developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchasers.
20. That, the Developer's liability for the payment of taxes with respect to the newly constructed building over schedule land shall cease after the handing over the units to the respective buyers and then onwards it will be the responsibility of the respective owners to pay the Government Taxes.

Sangita Sharma

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16.04.2024

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21. That, the land Owner do hereby declare that the schedule property is free from all encumbrances, debts, liens, charges etc. and the land Owners have absolute marketable title over the schedule land of this Agreement and no legal case, cases, suit are pending before any legal Court of Justice in respect to schedule land of this Agreement.
22. That, in case of any dispute between the Owner and the Developer with regard to the terms, of this agreement for developing the same will be adjudicated by the arbitrator appointed one each by either parties whose decision shall be binding and conclusive. In case of disagreement with the decision of the arbitrators, one common arbitrator with the consent of the appointed arbitrators will be appointed for final decision and the majority decision of all the arbitrators shall be binding on both the parties.

OWNER'S FURTHER OBLIGATION

The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building construction on the said plot by the Developer agreement if anything is not going against the spirit of this agreement.

The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/ or disposing of the whole premises.

The Owners hereby agrees that the Developer may mortgage or create any charge of the said premises including construction to any bank or financial institutions to meet its financial requirements.

The Owners hereby agree and covenant with the Developer to execute all papers including the deed of conveyance that may be necessary for transfer the respective unit in favour of the purchaser/ assignees/ transferees nominated by the Developer in respect of the Developed Construction over the scheduled land.

Sanjay Sharma

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16.04.2024

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DEVELOPER'S FURTHER OBLIGATION

The Developer further agrees and covenants with the Owner to get the subject project cleared by all authorities that may be necessary for the purpose of construction.

The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions or rules applicable for construction of the building as a result of which the obligations and liabilities will accrue upon the Owners.

23. OWNER'S INDEMNITY

The Owner hereby indemnifies the Developer of any defect in the title of the Property and marketability of the title.

The Owner hereby undertakes and indemnifies the Developer that the Developer shall be entitled to the said construction and shall enjoy the whole premises without any interference or disturbance provided the Developer performs and observes and fulfills all the terms and conditions herein contained and/ or their part to be observed, performed and/ or fulfilled.

24. DEVELOPER'S INDEMNITY

The Developer hereby undertakes to keep the Owner indemnified from and against all third parties' claims and actions arising out of any part or act or commission of the Developer in or relating to the construction of the said building complex.

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Santika Standa

[Signature]

[Signature]
16.04.2024

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25. MISCELLANEOUS

1. It is agreed that the Developer shall have absolute right to name the building and the Owner shall not object the same. It is agreed that the Developer and/ or the Owner shall incorporate a clause in their respective document so that successor in interest does not change the name of the building once the same is completed.

It is agreed between the parties that in case of registration of these present, the Stamp Duty, registration Fees & other misc. expenses including lawyer's fee for Registration of this Agreement and/ or for Power of Attorney as contemplated under this agreement shall be paid by the Developer.

2. It is agreed that the Developer is free to purchase or take on development agreement from other party/ parties, any land which is adjacent/ connected to the scheduled land. The Developer shall be free to develop comprising the land taken from other vendor(s) and scheduled premises being taken from the Owner and the scheduled premises may be used for entry/ exit purpose to other lands acquired from other vendor(s), and in this regard the Owner will not have any objection or will not raise any claim.

3. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owner shall execute additional power of attorney and/ or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such acts, deeds, matters and things if, the same do not in any way infringe and/ or affect

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16.04.2024

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the rights of the Owners in respect of the said plot and/ or go against the spirit of this Agreement and the Owner hereby indemnify the Developer for the above.

4. Any notice required to be given by the Developer shall be deemed to have been served on the Owners if, delivered by hand and duly acknowledged or send by prepaid registered post with acknowledgement due and on the Developer if, delivered by hand or send by prepaid registered post with acknowledgement due to the known address which appears in this agreement.

5. It is hereby agreed between parties that the Developer shall have absolute right to transfer all the rights and interests of this agreement along with the possession of the scheduled premises to its nominee(s)/ assignee(s) which may be any group concern, other firm/ company or any individual on exclusive decision of the Developer, and such nominee(s)/ assignee(s) shall be restricted to the covenants of this agreement. The Owner shall execute needful legal/ formal document with the nominee(s)/ assignee(s) of the Developer and shall also assist on any further requirement in this regard.

26. FORCE MAJEURE

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/ or any other act or commissions beyond the control of the parties hereto.

Be it mentioned that if the developer paid a sum of Rs.10,00,000/- (Rupees Ten Lac) only to the Land owner as interest free refundable security deposit, which sum is refunded by the land owner to the developer on or before handing over the land owner's share of constructed area. (Rs.5,00,000/- only paid vide RTGS, UTR No. HDFCR52023102799070162 dated 17.10.2023 and Rs.5,00,000/- paid vide

HDFCR52024041598285318 04.16.04.2024

अधिकारी E/नॉर से प्राप्त सूची
के अनुसार अस्तावेज में दर्शित मौजा नवादीह
नम्बर 02 का नया खाता नं-05
निकट खाता से बाहर है/सूची बद्ध नहीं है।
कमलेश दुग्गल रवानी

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Chinnu -
16.04.2024

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SCHEDULE

All that piece and parcel of RAIYATI land situate at Mouza Nawadih, Mouza No. 02, under P.S. and Dist. Dhanbad, Chowki Sadar Sub-Registry office and District Dhanbad,

Mouza Nawadih, Mouza No. 02, under P.S. Dhanbad, Dist. Dhanbad,

old Khata No. 05, Old Plot No. 941 and 946,

Corresponding New Khata No. 206, New Plot No. 779 – Area 5.36 Decimals, being butted and bounded by :-

- North: Part of same Plot.
- South: Part of same Plot.
- East: Part of same Plot.
- West: Plot No. 945.

SHARE ALOCATION

That it has been decided by and between the parties hereto, that the share allocation will be decided later on, after sanction of plan from MADA/Dhanbad Municipal Corporation and share will be distributed as per ratio in each floor.

Government value of Scheduled property is Rs.28,71,300/- (Rupees Twenty Eight Lac Seventy One Thousand Three hundred) only and Registration Fee paid on that amount.

IN WITNESS WHEREOF the parties hereto have signed this Development Agreement at DHANBAD on 16th Day of April in presence of the witnesses, named hereunder:-

Sangita Sharma

[Signature]
16.04.2024

[Signature]
16.04.2024

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WITNESSES: -

1. *[Signature]*
Gopal Chandra Tiwary
Lt - Laxmi Narayan Tiwary
Purnadih, Pundi, Dhroobad.

2. लाल चन्द कामलवाल
S/o स्वर्गीय रमेश चन्द कामलवाल
केन्द्रीय अखिल भारतीय
संघ
अध्यापक
लाल चन्द कामलवाल

Certified that the finger prints of the left hand of the vendor and purchaser, whose photographs is affixed in the document have been duly obtained before me,

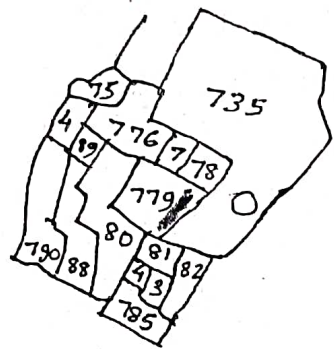
[Signature]
16.04.2024

Plants :- Smt. Sangita Sharma w/o Sri Rakesh Kumar, R/O Babudih, P S & Dist Dhanbad.

Contractant :- Jai Jagannath Constructions, Rep by its Partner Sri Atul Kumar Dokania & Sri Amit Dokania s/o Sri Om Prakash Dokania, R/O Joraphatak, P S Dhansar, Dist Dhanbad.

Schedule :- Nawadih No 2, P S Dhanbad, Old Khata No 05, Old Plot No 941 & 946, New Khata No 206, New Plot No 779, Area 5.36-Decimals.

Shown in Red colour.



Sangita Sharma
Atul Kumar
Amit Kumar



OFFICE OF THE SUB REGISTRAR

Office Name :- SRO - Dhanbad

District Name :- Dhanbad

State Name :- Jharkhand

Deed Endorsement

Token No :- **202400046458**

Deed Type	Development Agreement
Number of Pages	72
Fee Details	Stamp Duty :- Rs. 4, PR :- Rs. 1, SP :- Rs. 1080, A1 :- Rs. 71783, LL :- Rs. 3,
Property No.	1
Valuation Details	Value :- Rs.2871245/- , Transaction Amount :- Rs.1/-
Property Details	District :- Dhanbad , Tehsil :- Dhanbad , Village Name :- Nawadih Location :- Other Road, Nawadih Word No 0 Property Boundaries :- East: Part of Same Plot., West: Plot No. 945., South: Part of Same Plot., North: Part of Same Plot. Khata Number - 206Plot Number - 779Volume Number - 14Page Number - 90 Area Of Land :- 5.36 Decimal





Sh./Smt.SANGITA SHARMA s/o/d/o/w/o Wife Of Sri Rakesh Kumar has presented the document for registration in this office today dated :- **16-Apr-2024** Day :- Tuesday Time :- **17:19:14 PM**






SANGITA SHARMA(Individual)




Party Name	Document Type	Document Number
SANGITA SHARMA	PAN/UID	*****2834

Sr.NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature
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Sr.NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature
1	SANGITA SHARMA Address1 - Babudih, P.s. and Dist.- Dhanbad., Address2 - Babudih, P.s. and Dist.- Dhanbad., , , Jharkhand PAN No.: ,Permission Case No.-	Yes	Sangita Sharma Address:- Home no-1293 ,Babudih, Near zila School, opp. durga mandir, Babudih, Bishunpur, Dhanbad-cum-kenduadih-cum-jagta, Dhanbad, 828130, B.polytechnic, Jharkhand, India		EXECUTANTS Age:44			<i>Sangita Sharma</i>
2	JAI JAGANNATH CONSTRUCTIONS REPRESENTED BY ITS PARTNER SRI AMIT DOKANIA Address1 - Joraphatak, P.s.- Dhansar, Dist.- Dhanbad., Address2 - Joraphatak, P.s.- Dhansar, Dist.- Dhanbad. , , , Jharkhand PAN No.: ,Permission Case No.-	Yes	Amit Dokania Address:- Om Bhawan, , Joraphatak Road, Dhansar, Dhanbad, Nirsa-cum-chirkunda, Dhanbad, 826001, Dhanbad, Jharkhand, India		CLAIMANT Age:49			<i>Amit Dokania</i>

Sr.NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature
3	JAI JAGANNATH CONSTRUCTIONS REPRESENTED BY ITS PARTNER SRI ATUL KUMAR DOKANIA Address1 - Joraphatak, P.s.- Dhansar, Dist.- Dhanbad., Address2 - Joraphatak, P.s.- Dhansar, Dist.- Dhanbad., ,,, Jharkhand PAN No.: ,Permission Case No.-	Yes	Atul Kumar Dokania Address:- Om Bhawan, dhansar, Jora Phatak Road, , Dhanbad, Nirsa-cum-chirkunda, Dhanbad, 826001, Dhanbad, Jharkhand, India		CLAIMANT Age:42			

Identification:

Sr.NO	Party Name and Address	Photo	FingerPrint	Signature
1	GOPAL CHANDRA TIWARI S/o-D/o Late Laxmi Narayan Tiwari Address1 - 32, Panchayat Bhawan, Purnadih, Tundi, Dhanbad., Address2 - ,,, Jharkhand PAN No.:			

Witness:

I/We individually/Collectively recognize the Seller(S) and Buyer(s)

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	LAL CHAND JAISWAL Address1 - Kendua Bazar, Kusunda, Dhanbad., Address2 - ,,, Jharkhand			

Signature of Operator

Seal and Signature of Registering Officer

Above signature & thumb Impression are affixed in my presence.



Above mentioned, (SANGITA SHARMA), has/have admitted the execution before me. He/ She/ They has / have been identified by (GOPAL CHANDRA TIWARI) Son/Daughter/Wife of (Late Laxmi Narayan Tiwari) resident of (32, Panchayat Bhawan, Purnadih, Tundi, Dhanbad.) and by occupation (Business).

U. Com.
 Development Agreement V. 218/2700

तफशील दर्शीत जमीन का मूल्य मार्गदर्शिका पंजी के अनुसार निम्नलिखित व्युत्पन्न मूल्य से कम नहीं है।

10.03.23



FEE PAID OF RS. 547502 WIDE
 GRN 2315125413
 DATE 10.03.23

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Sri Kalicharan Singh
 Mohan Singh
 10.3.2023

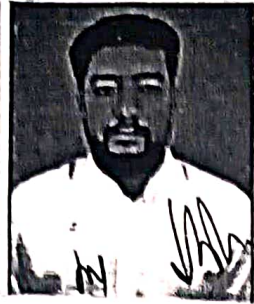
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 10th day of March Two Thousand Twenty Three,

10.03.23

BETWEEN

SRI NANDJEE SINGH (Aadhar No. XXXXXXXX5239) Son of Bhuneshwar Singh, 2. **SRI KALICHARAN SINGH** (Aadhar No. XXXXXXXX3420) Son of Nand Jee Singh, by faith Hindu, Category General, Resident of Housing Colony, P.S. Dist. Dhanbad, hereinafter called and referred to as LANDLORDS/ OWNERS (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, successors and interests, liquidators, nominees and/ or assigns) of the ONE PART; (That the land owner hereto does not come under the prohibited class U/s 46 of CNT Act.1908)



OFFICE USE

Print Name:

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- B. WHEREAS, the Owner had been in search of a Developer to develop the land described in the Schedule of this Development Agreement into a Multistoried Building (Commercial and/ or Residential) Complex.
- C. The Developer, "**JAI JAGANNATH CONSTRUCTIONS**" approached the present owners and offered to Develop the property by erecting new multistoried buildings thereon on the terms and conditions mentioned hereafter.
- D. Owner have represented to the Developer as follows:
- I. That the Owners are absolute seized and possessed of the piece and parcel of land measuring 37.43 Decimals morefully and particularly described in Schedule hereunder written and hereinafter referred to as the said premises.
 - II. That the said Premises is free from acquisition and/ or requisition in any nature whatsoever.
 - III. That the said Premises is not effected by any Road Alignment.
 - IV. That the Landlords have not entered into any agreement with any person in respect of the said property or created any charge on the said property and during the pendency of this Agreement for development of the Owners shall not enter into Agreement with any other Developer or Promoter or create any charge in respect in the proposed multistoried building to be constructed by the Developer on the said piece of land.
 - V. That no notice of attachment, requisition, acquisition received from any Competent Authority in respect of the said premises.
 - VI. There is no embargo and or outstanding dues in respect of Income Tax of the Owners and/ or any notice of attachment as being received from Income Tax Authority under the provisions of the Income Tax Act 1961.
 - VII. That the Owner shall comply with all requisition for the purpose of development of the said premises.



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DEFINITION

Unless these presents it is repugnant or inconsistent with:

- I. OWNER shall mean the Owners mentioned in this indenture hereinabove and/ or its successors in interest, legal representatives, and assigns.
- II. DEVELOPER shall mean "JAI JAGANNATH CONSTRUCTIONS", and its successors and interests, liquidators, nominees and/ or assigns;
- III. PREMISES shall mean all that the Land and Premises mentioned in the schedule hereunder within the limits of Mineral Area Development Authority/ Municipal Corporation Authority within the District of Dhanbad and particularly described in the schedule hereunder written.

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

That, in view of the said Agreement for development and construction of a multistoried complex over the schedule land of this Development Agreement proposed to any construction whichever is beneficial to Developer and as per the approval of competent authority i.e. Mineral Area Development Authority/ Municipal Corporation and in lieu of which the Developer will pay the Owners 37% of Super built up area of residential area and 47% of Super built up area of commercial area in the building to be constructed in the schedule land.

- 1. That, the Owners have agreed to handover the peaceful possession of the scheduled Land of this Agreement to the Developer within a period of three days from the date of Signing this Agreement and Issue of Power of Attorney and have allowed the Developer to go ahead with the development work.
- 2. That, the Developer will construct multistoried building (commercial and/ or residential) complex and shall get the plans approved from the competent authority at their own cost.

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3. That, the Developer undertakes and agrees to pay the Owners only 37% of Super built up area of residential area and 47% of Super built up area of commercial area in the multi storied complex to be constructed on the land of the owner), for the development on the land of 31 Decimals.
4. That, the Developer may bring their construction of commercial, residential, Apartments or whatsoever, on which the Owner shall not create any interference or objection for the type or quality of the construction.
5. That, the multistoried building over the schedule land of this agreement constructed at the cost of the Developer shall become the exclusive property of the Developer. The land Owner will not have any physical or legal claim over it and right, interest, title shall accrue upon the Developer in respect of the multistoried building to the extent of 37% of Super built up area of residential area and 47% of Super built up area of commercial area as aforesaid, constructed saleable area of the said building complex, which shall be exclusive property of the Developer, with the exclusive right, title and interest upon which the Owners shall not have any sort of right, title or interest in any manner, except her share of 37% of Super built up area of residential area and 47% of Super built up area of commercial area Super built up area in the building.
6. That, will have equitable right, interest, title over the common area like passage, terrace, lift, guard room, generator etc. after the units of the complex are sold to them respectively, and the developer will not claim his any right on and over the same in any manner the water tank and lift machine room.
7. That, the Developer agrees and undertakes that the time is the essence of the contract and the Developer will hand over the owner's share of 37% of Super built up area of residential area and 47% of Super built up area of commercial area, to the Owner as per this agreement irrespective of status or progress of the construction. The Developer shall construct the said building complex as per specifications and approved plan of the building by the competent authority within a period of 36 months from the date of finalization of approval from the Competent authority, i.e MADA/Municipal Corporation, for the said construction of

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- the building over the schedule land, although there will be 12 months grace period if the developer could not complete the construction.
8. That, the Developer undertakes and agrees that they will get the drawings of the proposed apartment over the schedule lands of this agreement duly approved by the competent authority (MADA/ Municipal Corporation) at their own cost.
 9. That, the Developer will be at liberty to generate funds by advertisements, selling, booking, mortgaging of shops/ offices/ flats of the proposed building of the total constructed area for the purpose of speedy construction and timely completion of the said building complex as per approved plans and specifications at its own responsibility and risk keeping no concern with the Owner.
 10. That, the Owner agrees and assures to hand over to the Developer the vacant and peaceful possession over the schedule land of this Development Agreement for the purpose of development of the said building complex within three days after the signing of this Agreement and issue of Power of Attorney to facilitate them to build the basic infrastructures for the speedy and timely construction of the said Apartment, like digging tube wells and removing the debris and strengthening and rising the existing compound wall and construction of the site office, labour shed etc.
 11. That, the developer will be automatically became owner of their share of constructed area and they shall be authorized to or to execute sale deed, mortgage deed, lease deed or any instrument of their choice as permitted by Law, as the rules framed in section 5 (i) and regulations set forth in section 5 (i) of Jharkhand Apartment (Flat Ownership) Act, 2011, and the same is applicable for the owner/Land Lord, and both the owner and developer can transfer their shares individually.
 12. That, the Developer in respect of the above-mentioned Act, further undertakes to indemnify the Owner against any loss of liability arising out of the sale/ mortgage of the said units to the would be purchasers in respect of cost of the land to be paid to them.
 13. That, the Developer may take loan or financial assistance from any Bank/ Financial Institution for the speedy construction of the said building complex at its

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- own risk and consequence and for the repayment of which the Owner shall not be held responsible at any score, whatsoever.
14. That, the Developer undertakes to obtain all sorts of Government clearances and Government sanctions from the concerned competent authorities for the proposed construction of the multistoried building complex over the schedule land of this agreement at their own cost and Owner shall not be liable for reimbursement of any costs, charges and expenses for any reason.
 15. That, the Owner will not be held liable and responsible for any payments to be made whatsoever to the laborers, material suppliers and the staff employed by the Developer and the dispute/ differences related thereto and accrued thereupon to any Government Agencies or any 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 including all legal consequences related thereto and Owner shall not be responsible for the same.
 16. That, the Owner will not be liable or responsible for any untoward incident or accident etc. that may occur during the construction work of the said building complex and the Developer will be solely responsible for the same and indemnify the Owner in case of any such eventuality.
 17. That, the Developer shall abide by the specifications 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 conditions as agreed upon in this Agreement.
 18. That, the Developer shall be solely entitled for booking and sale of units of the building complex and to receive the payments in lieu of such sale/ booking of the units, for only his share and the land owner is also entitled for the same.
 19. That, the Owner shall not be held responsible for any dispute between the purchaser of the units and the Developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchasers.
 20. That, the Developer's liability for the payment of taxes with respect to the newly constructed building over schedule land shall cease after the handing over the

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units to the respective buyers and then onwards it will be the responsibility of the respective owners to pay the Government Taxes.

- 21. That, the land Owner do hereby declare that the schedule property is free from all encumbrances, debts, liens, charges etc. and the land Owners have absolute marketable title over the schedule land of this Agreement and no legal case, cases, suit are pending before any legal Court of Justice in respect to schedule land of this Agreement.
- 22. That, in case of any dispute between the Owner and the Developer with regard to the terms, of this agreement for developing the same will be adjudicated by the arbitrator appointed one each by either parties whose decision shall be binding and conclusive. In case of disagreement with the decision of the arbitrators, one common arbitrator with the consent of the appointed arbitrators will be appointed for final decision and the majority decision of all the arbitrators shall be binding on both the parties.

OWNER'S FURTHER OBLIGATION

The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building construction on the said plot by the Developer agreement if anything is not going against the spirit of this agreement.

The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/ or disposing of the whole premises.

The Owners hereby agrees that the Developer may mortgage or create any charge of the said premises including construction to any bank or financial institutions to meet its financial requirements.

The Owners hereby agree and covenant with the Developer to execute all papers including the deed of conveyance that may be necessary for transfer the respective unit in favour of the purchaser/ assignees/ transferees nominated by the Developer in respect of the Developed Construction over the scheduled land.

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DEVELOPER'S FURTHER OBLIGATION

The Developer further agrees and covenants with the Owner to get the subject project cleared by all authorities that may be necessary for the purpose of construction.

The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions or rules applicable for construction of the building as a result of which the obligations and liabilities will accrue upon the Owners.

23. OWNER'S INDEMNITY

The Owner hereby indemnifies the Developer of any defect in the title of the Property and marketability of the title.

The Owner hereby undertakes and indemnifies the Developer that the Developer shall be entitled to the said construction and shall enjoy the whole premises without any interference or disturbance provided the Developer performs and observes and fulfills all the terms and conditions herein contained and/ or their part to be observed, performed and/ or fulfilled.

24. DEVELOPER'S INDEMNITY

The Developer hereby undertakes to keep the Owner indemnified from and against all third parties' claims and actions arising out of any part or act or commission of the Developer in or relating to the construction of the said building complex.

25. MISCELLANEOUS

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1. It is agreed that the Developer shall have absolute right to name the building and the Owner shall not object the same. It is agreed that the Developer and/ or the Owner shall incorporate a clause in their respective document so that successor in interest does not change the name of the building once the same is completed.

It is agreed between the parties that in case of registration of these present, the Stamp Duty, registration Fees & other misc. expenses including lawyer's fee for Registration of this Agreement and/ or for Power of Attorney as contemplated under this agreement shall be paid by the Developer.

2. It is agreed that the Developer is free to purchase or take on development agreement from other party/ parties, any land which is adjacent/ connected to the scheduled land. The Developer shall be free to develop comprising the land taken from other vendor(s) and scheduled premises being taken from the Owner and the scheduled premises may be used for entry/ exit purpose to other lands acquired from other vendor(s), and in this regard the Owner will not have any objection or will not raise any claim.

3. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owner shall execute additional power of attorney and/ or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such acts, deeds, matters and things if, the same do not in any way infringe and/ or affect the rights of the Owners in respect of the said plot and/ or go against the spirit of this Agreement and the Owner hereby indemnify the Developer for the above.

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4. Any notice required to be given by the Developer shall be deemed to have been served on the Owners if, delivered by hand and duly acknowledged or send by prepaid registered post with acknowledgement due and on the Developer if, delivered by hand or send by prepaid registered post with acknowledgement due to the known address which appears in this agreement.

5. It is hereby agreed between parties that the Developer shall have absolute right to transfer all the rights and interests of this agreement along with the possession of the scheduled premises to its nominee(s)/ assignee(s) which may be any group concern, other firm/ company or any individual on exclusive decision of the Developer, and such nominee(s)/ assignee(s) shall be restricted to the covenants of this agreement. The Owner shall execute needful legal/ formal document with the nominee(s)/ assignee(s) of the Developer and shall also assist on any further requirement in this regard.

26. FORCE MAJEURE

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/ or any other act or commissions beyond the control of the parties hereto.

Be it mentioned that if the developer construct commercial space then the developer shall pay the Land owner 47% of the commercial space.

SCHEDULE

All that piece and parcel of RAIYATI land situate at Mouza Nawadih, Mouza No. 02, under P.S. and Dist. Dhanbad, Chowki Sadar Sub-Registry office and District Dhanbad,

पिनकोर-धनबाद व मंडल
मौजा नवादीह
02
सक अर्ध बरसा
सेक खता से बाहर है, कुल मंडल है।
10/3/2023

MB Singh
Manju Singh
Manju Singh

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Mouza Nawadih, Mouza No. 02, under P.S. Dhanbad, Dist. Dhanbad,

appertaining to old Khata No. 14, Old Plot No. 940 and
Old Khata No. 05, Old Plot No. 945 and 946,

Corresponding to New Khata No. 180, New Plot No. 780 and 789 – Area 37.43 Decimals
of land being butted and bounded as under:-

Boundary Plot No. 940 (Part – A Shown in plan) :-

- North: Part of Plot No. 940.
- South: Manju Singh.
- East: Hirak Road.
- West: Part of old Plot No. 940.

Boundary Plot No. 940 (Part – B Shown in plan):-

- North: Manju Singh.
- South: Manju Singh.
- East: Hirak Road.
- West: Part of old Plot No. 940.

Boundary of Plot No. 945 & 946 (Part – C Shown in plan):-

- North: Old Plot No. 939.
- South: Part of Plot No. 945 & 946.
- East: Manju Singh.
- West: Plot No. 944 & 946.

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SHARE ALLOCATION

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That it has been decided by and between the parties hereto, that the share allocation will be decided later on, after sanction of plan from MADA/Dhanbad Municipal Corporation and share will be distributed as per ratio in each floor.

Government value of Scheduled property is Rs.2,18,72,700/- (Rupees Two Crore Eighteen Lac Fifty Seventy Two thousand seven hundred) only and Registration Fee paid on that amount.

IN WITNESS WHEREOF the parties hereto have signed this Development Agreement at DHANBAD on 10th Day of MARCH in presence of the witnesses, named hereunder:-

WITNESSES: -

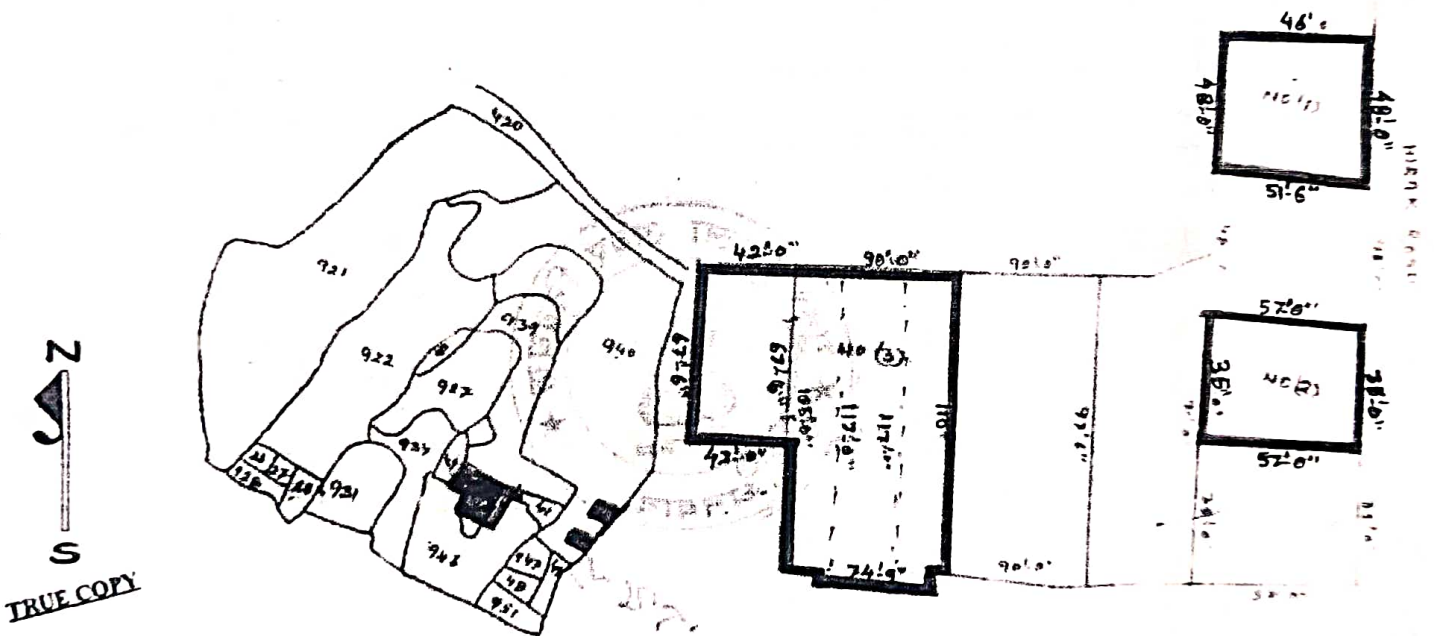
1. Susmit
Sajay Kumar Singh
810- Lt Ram Bachan Singh
Housing Colony Dhanbad
2. मिनाक्षी मिश्रा
सुश्री सुश्री मिश्रा
सुश्री सुश्री मिश्रा
मिनाक्षी

Party :- SRI NANDJEE SINGH Son of Bhuneshwar Singh, 2. SRI KALICHARAN SINGH Son of Nand Jee Singh, Resident of Housing Colony, P.S. Dist. Dhanbad.

Second Party :- JAI JAGANNATH CONSTRUCTIONS, A partnership firm represented by its Partner SRI ATUL KUMAR DOKANIA and SRI AMIT DOKANIA Sons of Sri Om Prakash Dokania, Resident of Joraphatak, P.S. Dhansar, Dist. Dhanbad.

Schedule :- Mouza Nawadih No 2 P S Dhanbad, old Khata No. 14, Old Plot No. 940 and Old Khata No. 05, Old Plot No. 945 and 946, New Khata No. 180, New Plot No. 780 and 789 – Area 37.43 Decimals.

Shown in Red colour.



श्री नन्दजी सिंह
Ranjiv Singh
10.3.2023

Ranjiv Singh
10.3.2023



OFFICE OF THE SUB REGISTRAR

Office Name :- SRO - Dhanbad

District Name :- Dhanbad

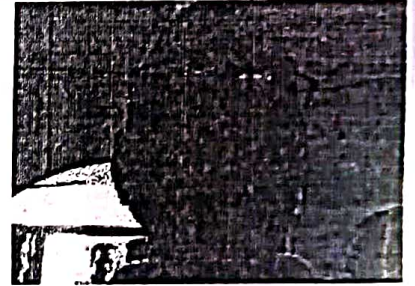
State Name :- Jharkhand

Deed Endorsement

Token No :- 202300030547

Deed Type	Development Agreement
Number of Pages	72
Fee Details	Stamp Duty :- Rs. 4, PR :- Rs. 1, SP :- Rs. 1080, A1 :- Rs. 546818, LL :- Rs. 3,
Property No.	1
Valuation Details	Value :- Rs.21872632/- ,Transaction Amount :- Rs.21872700/-
Property Details	District :- Dhanbad , Tehsil :- Dhanbad , Village Name :- Nawadih Location :- Main Road, Nawadih Word No 0 Property Boundaries :- East: HIRAK ROAD, West: PART OF OLD PLOT NO 940, South: MANJU SINGH, North: PART OF OLD PLOT NO 940 Volume Number - 1Page Number - 1491Khata Number - 180Plot Number - 780, 789 Area Of Land :- 37.43 Decimal







Sh./Smt.NANDJEE SINGH s/o/d/o/w/o BHUNESHWAR SINGH has presented the document for registration in this office today dated :- 10-Mar-2023 Day :- Friday Time :- 14:22:06 PM









NANDJEE SINGH(Individual)

Party Name	Document Type	Document Number
NANDJEE SINGH	PAN/UID	953962795239

Sr.NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature

Sr.NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature
1	KALICHARAN SINGH Address1 - HOUSING COLONY BARTAND NEAR JANTA FLAT DHANBAD, Address2 - , , , Jharkhand PAN No.: ,Permission Case No.-	Yes	Kalicharan Singh Address:- , Near Janta flat, , Houseing Colony Bartand, Dhanbad, , Dhanbad, 826001, , Jharkhand, India		EXECUTANTS Age:42			
2	NANDJEE SINGH Address1 - HOUSING COLONY BARTAND NEAR JANTA FLAT DHANBAD, Address2 - , , , Jharkhand PAN No.: ,Permission Case No.-	Yes	Nand Jee Singh Address:- , NEAR JANTA FLAT, , HOUSING COLONY, BARTAND , DHANBAD, Dhanbad, , Dhanbad, 826001, , Jharkhand, India		EXECUTANTS Age:74			

Sr.NO	Party Name and Address	Is e-KYC Verified?	e-KYC Details	Power Of Attorney	Party Type	Party_Photo	Finger Print	Signature
3	JAI JAGANNATH CONSTRUCTIONS REP BY ITS PARTNER AMIT DOKANIA Address1 - OM BHAWAN JORAPHATAK ROAD DHANSAR DHANBAD, Address2 - , , , Jharkhand PAN No.: Permission Case No.-	Yes	Amit Dokania Address:- Om Bhawan, , Joraphatak Road, Dhansar, Dhanbad, , Dhanbad, 826001, , Jharkhand, India		CLAIMANT Age:48			
4	JAI JAGANNATH CONSTRUCTIONS REP BY ITS PARTNER ATUL KUMAR DOKANIA Address1 - OM BHAWAN JORAPHATAK ROAD DHANSAR DHANBAD, Address2 - , , , Jharkhand PAN No.: Permission Case No.-	Yes	Atul Kumar Dokania Address:- Om Bhawan, dhansar, Jora Phatak Road, , Dhanbad, , Dhanbad, 826001, , Jharkhand, India		CLAIMANT Age:41			

Identification:

Sr.NO	Party Name and Address	Photo	FingerPrint	Signature
1	SANJAY KUMAR SINGH S/o-D/o LATE RAM BACHAN SINGH Address1 - 102 1ST FLOOR PRATIK ENCLAVE, HOUSING COLONY NEAR JANTA FLAT, DHANBAD, Address2 - , , , Jharkhand PAN No.:	