



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 609d3d2d45408a388dec

Receipt Date : 27-Nov-2020 07:08:31 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Bokaro

Stamp Duty Paid By : GAUTAM KUMAR

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : SANT KUMAR SHARMA AND OTHER

Second Party Name : GAUTAM KUMAR

GRN Number : 2002938574

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-



S.No. 2722
Dt. 27/11/2020
BDPA 27852



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Sant Kumar Sharma, Ravinder K Singh
Gautam Kumar

S.No. 2722
Dt. 27/11/2020
BDBA 27852

DEVELOPMENT AGREEMENT

THIS DEVELOPER AGREEMENT is made and entered on the 28th Day of November 2020.

BETWEEN

1. **Shri Sant Kumar Sharma** S/o Shri Shivnandan Sharma, R/o Sec-8/A, Qtr No-1057, B S City Bokaro (Jharkhand), PAN No.- CLEPS5914E, Adhar No. 7887 7110 8314, 2. **Shri Rabindar Kumar Singh** S/o Late Dharmnath Singh R/o Sec-4/G, Qtr No-1074, B S City Bokaro (Jharkhand), PAN No.- AOYPS7554K Adhar No. 5968 5257 0189, hereinafter called the "Land Owner" which expression unless repugnant to the context shall mean an include his heirs, executors, administrators, legal representatives assigns and in interest of the First Part.

AND

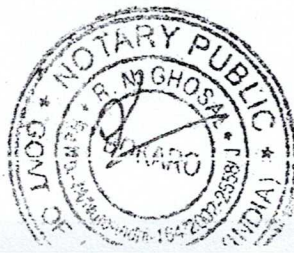
Ambe City, A company registered under the company Act. 1956 having its registered office of Registration No. SEA1835571582401 of Plot No.- P-3, City Centre, Sector-4, Bokaro Steel City, Dist - Bokaro, Pin-827004 (Jharkhand) represented though its **Partner Gautam Kumar**, S/o Sri Murlidhar Rai, PAN No.- BSNPK8588D, Adhar No. - 2801 7280 9459.

Hereinafter called the **DEVELOPER** which expression shall unless repugnant to the context include its heirs, executors, administrator, legal representatives, assigns and successor in the interest of the **SECOND PART**.

WHEREAS the First Part / Land Owner is the absolute owner of the property and is in peaceful physical possession over the same and he has all right title and possession over the said property.

Sant Kumar Sharma Rabindar Kumar Singh

Gautam Kumar



FIRST SCHEDULE :

Thana No.-30, Mauza - Chas, Khata No.-263, Bearing Deed No. 7949/2012, Plot No.-103, Survey Plot No.-146. Total Area 10.092 Decimal.

BOUNDRIES :

North - Survey Plot No-145
South- Survey Plot No-147
East - 40' Wide Road
West - Survey Plot No-162

was purchased by the **LAND OWNER** by virtue of a registered S.D.B. No. 8484/7949/2012 dated 30.11.2012.

AND WHEREAS the owner decided to develop the said property more fully described in the FIRST SCHEDULE of this deed through a reputed and experienced developer and on being approached by the developer the owner is agreeable to give the said property to the developer "AMBE CITY" having its registered office at P-3, City Centre, Sector-4, Bokaro Steel City, Dist-Bokaro, Pin-827004 (Jharkhand) for developing and contraction of multistoried residential building and the developer is agreeable to take up the development and construction of the residential multistoried building on the said property more fully described in firm schedule on the terms & conditions given herein.

WHEREAS after due negotiations between the aforesaid parties, **THE DEVELOPER** has finally decided to take over the said property for development and construction of building and has assured and guaranteed the **LAND OWNER** to develop the said property without putting the **LAND OWNER** to any loss or damage and also immune and indemnify the **LAND OWNER** after the execution of this agreement on the following terms and conditions.

AND as a result of the aforesaid Development negotiation between the parties, agreement for development of the property by the developer and land owner has been arrived at as per terms and conditions hereinafter mentioned:-

Sant Kumor Sharma *Rabinder K S Singh*

hantam Kumar



NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1. The owner of the land hereby grants to the developer and the developer hereby accepts from the land owner the right to develop the said property more particularly mentioned in the first schedule of this agreement.
2. THAT the developer will appoint an Architect for drawing and preparing the plans design, drawing and elevation for the intended building complex to be constructed on the said property. All expenses to be incurred and fees to be paid to the said Architect shall be paid and borne by the developer. It is further agreed and settled that the developer shall develop the said property ensuring the construction to the maximum permissible F.A.R. and accordingly the development plan shall be made and to the satisfaction of building sanctioning authority i.e. MADA / Municipal Corporation.
3. THAT the owner of the land shall allow every facility to the developer, their staff, workers, engineers, architect etc. to enter in to the said property to enable the developer to carry out the various development works as stipulated in this agreement. Such facilities shall however be allowed to the developer after the execution of this agreement.
4. THE DEVELOPER shall submit the building plan prepared by the architect to MADA (Mineral Area Development Authorities) and other authorities in the name of the owner who shall sign the said building plan on behalf of the owner for obtaining the sanction of the said building plan and the expenses relating to the above shall be paid and borne by the developer.
5. Except under force majeure clauses the total time for the construction shall be three years six months with further grace period of six months for development and completing the project. The total time for construction shall be calculated from the date of approval of Building plan by MADA. If there is further delay beyond the stipulated period of time giving delivery of possession to the owner in fully constructed from the developer shall pay to the owner of the land by way compensation for Rs. 1/- (Rupees One) only per square feet per moth. In case of any disputation arises due to improper document the time will extended till clearance. By cash grace period will be only six (6) month after that agreement will be cancelled.

The developer shall on construction of the intended building and development work over the said property delivered possession to the LAND OWNER 30% (Thirty Percent) of the total saleable Flat on prorata basis which shall from and be deemed

Sant Kumar Sharma Ravinder K Singh

Lawyer Kumar



to form always an adequate consideration for enabling the owner to transfer his right title and interest in the adequate consideration for the conveyance of right title and interest in the proportionate portion of the said property of the owner.

7. The share of the land owner shall be 30% (Thirty Percent) share in the Built up area along with super built up area & parking space.
8. It is expressly irrevocable and irrevocably agreed and declared by the owner that the delivery of possession of Built up Area along with super built up area of LAND Owner's share on prorate basis in the said building complex on the said property given in first schedule by developer to the owner.
9. The LAND OWNER shall have to execute on irrevocable Deed of Power of Attorney in favor of the developer to facilitate the sale of Developer's share of the flats and they will be entitled to sell / transfer / lease / mortgage / gift their shares respectively.
10. That under this Development Agreement the developer / builder is liable to do the following acts after completion of building project as mentioned above as per his share herein under:-

- A. To execute or sign on agreement for Sale Deed of absolute sale or other documents for effectuating the lawful transfer of the Flats / Parking space falling in the share of the developer.
- B. To present or file the above documents / deeds before the Registering authority for getting them registered.
- C. To engage advocate, lawyer, solicitor pertaining to the proceeding and to sign on vakalatnama suit, written statement etc. and to compromise the same in respect of the share of developer.
- D. To allow customers / buyers of the developers share to mortgage the Developer's share in the built up area with Financial institution for enabling the purchasers of Flats, Parking space tenements etc. to obtain loan against their Flats, Parking space, tenements etc. The developer shall have no right to mortgage the property on his own behalf.

To allot and sell directly his share as mentioned above to its prospective buyers and shall be entitled to execute Sale Deeds in their favor in respect of developed area and receive the payments from the buyers.

Sant Kumar Sharma

Sharma

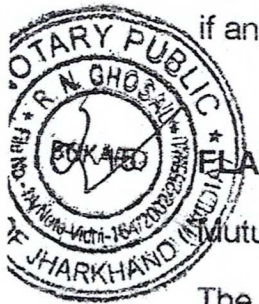
Rabinder Kr Singh

hantam Kumar



11. The developer shall be entitled to allot the area of its own share to intending buyers and owner of the said land will be legally bound to execute and register conveyance to effect transfer of portion as designed by developer to the extent of 70% (Seventy Percent) of his share in the said building.
12. The LAND OWNER hereby declares:-
That no notice or notification for requisition or acquisition under the statutes for the time being in force has been received by the owner relating to the said property or any part thereof and the owner is entitle to develop and / or cause to develop the property.
13. The developer shall strictly comply with the provisions of MADA / Municipality or competent authorities and other relevant Laws / Bye-laws and rules and regulations. The deviation if any from the approved sanctioned plan will be strictly restricted to permissible limits. (The developer shall always keep the owner absolutely indemnified and harmless against all actions, claims and demands what so ever which may arise due to deviation from the said sanctioned Plan and /or to violation of the provisions of the intended building complex) and the developer shall provide for all civil works including installation of overhead tanks, provisions of water supply, drainage, compound wall, car parking spaces etc. as per the specifications and amenities set out in the Plan approved by the MADA or competent authorities.
14. The total area to be approved by the MADA which is to be constructed by the developer/ builder is mentioned below. The 2nd party i.e. the Developer / builder will construct the same area only and will not violate it.

Before this agreement if any type of other agreement was done of this agreement the first party will be responsible to pay the second party of all claims also if any dispute will be arise the first party pay to all claim made by second party.



FLAT DISTRIBUTION IN THE PROPOSED BUILDING

Mutually agree.

The second party will paid Amount 1. Rs. 2,00,000/- Cheque No. 288776., dated 28.11.2020 Indian Bank, Sector-5, Bokaro Steel City In the favor of Shri Sant Kumar Sharma 2. Rs. 2,00,000/- Cheque No. 288777....., dated 28-11-2020... Indian Bank, Sector-5, Bokaro Steel City In the favor of Shri Rabindar Kumar Singh. This is signing amount.

Sant Kumar Sharma Rabindur KRSingh
hantam Kumar

SPECIFICATION :

As per schedule given in Annexure -C attached with this Development Agreement.

In witness there of both the Land Owner & the Developer / Builder have put their respective signature in token of acceptance of the terms and conditions as settled above in the presence of the following witness.

Witness.-

1. *[Handwritten signature]*

2. *[Handwritten signature]*

28/11/20

1. Sant Kumar Sharma

2. *[Handwritten signature]*

Signature of the First Party
(Land Owner)

[Handwritten signature]
Signature of the Second Party
(Developer / Builder)



Deponent/Executant Identified
By..... *[Handwritten signature]* Advocate
Civil Court, Bokaro (Jharkhand)

[Handwritten signature]
27/11/2020

R. N. GHOSAL
NOTARY PUBLIC
CIVIL COURT, BOKARO
File No.-164/2002-2558/J

[Handwritten signature]
[Handwritten signature]
27/11/2020
27/11/2020

27852

S.No. 2722
Dt. 27/11/2020
BDBA 27852



Deponent/Executant Identified
By: P. Krishna Advocate
Civil Court, Bokaro (Jharkhand)

Raj Kumar
27/11/2020

R. N. GHOSAL
NOTARY PUBLIC
CIVIL COURT, BOKARO
File No.-1A/Notte-Vidit.-164/2002-2558/J





भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O शिवेंद्र शर्मा, नगर वी म
स्कूल, मेक 8/अ के 1057 स्ट्रीट 4,
बोकारो स्टील सिटी, मेक्टर-नाइन,
बोकारो, झारखण्ड, 827009

Address: S/O Shivenandan
Sharma, near b si school, sec 8/a
qn 1057 street 4, Bokaro Steel
City, Sector- IX, Bokaro,
Jharkhand, 827009



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P.O. Box No.1947,
Bengaluru-560 001



भारत सरकार
GOVERNMENT OF INDIA



संत कुमार शर्मा
Sant Kumar Sharma
जन्म वर्ष / Year of Birth : 1971
पुरुष / Male



7887 7110 8314

आधार - आम आदमी का अधिकार

Sant Kumar Sharma







आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SANT KUMAR SHARMA
SHIV NANDAN SHARMA
28/11/1971

Permanent Account Number
CLEPS5914E


Signature

संत कुमार शर्मा



भारतीय विनायक पहचान प्रमाणिकरण
REPUBLIC OF INDIA

पता:
S/O: धर्मनाथ सिंह, झण्टर
ब-1074, सेक्टर 4/बी,
पी.ओ. सेक्टर 4, बोकारो
स्टील सिटी, बोकारो,
झारखण्ड - 827004

Address:
S/O: Dharmanath Singh, Q No-1074,
Sector 4/G, P.O-Sector 4, Bokaro Steel
City, Bokaro,
Jharkhand - 827004

5968 5257 0189

Aadhaar-Aam Admi ka Adhikar

भारत सरकार
REPUBLIC OF INDIA

रविन्द्र कुमार सिंह
Ravindra Kumar Singh
जन्म तिथि/ DOB: 12/12/1969
पुरुष / MALE

5968 5257 0189

आधार-आम आदमी का अधिकार

[Handwritten signature]



PERMANENT ACCOUNT NUMBER
AOYPS7554K

NAME
RABINDRA KUMAR SINGH

FATHER'S NAME
DHARAM NATH SINGH

DATE OF BIRTH
12-12-1969

SIGNATURE

COMMISSIONER OF INCOME TAX

R. K. Singh

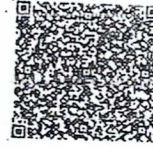




भारत सरकार
GOVERNMENT OF INDIA



संत कुमार शर्मा
Sant Kumar Sharma
जन्म वर्ष / Year of Birth : 1971
पुरुष / Male



7887 7110 8314

आधार — आम आदमी का अधिकार



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