



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : fd7c7b1f2cae73a5fb88

Receipt Date : 21-Dec-2020 03:16:48 pm

Receipt Amount : 50/-

Amount In Words : Fifty Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : EastSinghbhum

Stamp Duty Paid By : S S CONSTRUCTION

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : S S CONSTRUCTION

Second Party Name : V L INFRA

GRN Number : 2003403836

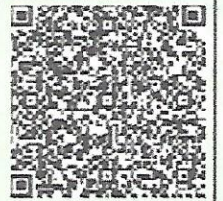
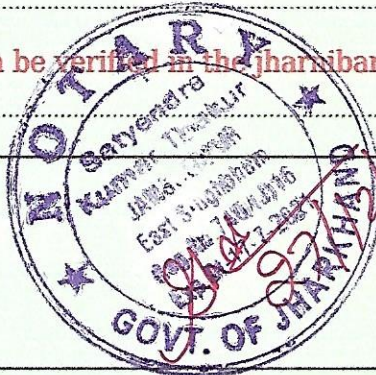
Signed / Put T.1
In my presence

Advocate

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

Seema Aggarwal

Nijaya Laxmi



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।

Seema Agarwal

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Signed / Put L.T.
In my presence

Advocate

DEVELOPMENT AGREEMENT

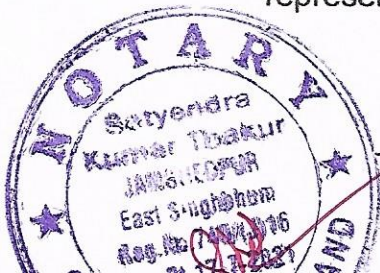
THIS AGREEMENT IS MADE ON THIS THE 27 DAY OF DECEMBER, 2020 AT JAMSHEDPUR

BETWEEN

M/S S.S. CONSTRUCTION (Promoters & Developers) a partnership firm having its office at AASTHA LEGEND, 3rd Floor, Digonal Road, Bistupur, Town-Jamshedpur, Dist- Singhbhum East, being represented by its Partner namely Sri. Vinod Kumar Agarwal, S/O Late B.L.Agarwal, by faith Hindu, by occupation business, resident of Aastha Hitech City, Duplex No.-20, Sonari, P.S.-Sonari, Town Jamshedpur, Dist- Singhbhum East, hereinafter called the FIRST PARTY, (Which expression shall unless excluded by or repugnant to the context mean and include its successors in office, executors, administrators, legal representatives and assignees) of ONE PART

AND

V. L. INFRA (PROMOTER & DEVELOPER), having its registered Office at S-3, Prime Regency, Baliguma, Mango, Jamshedpur, represented by its Proprietor VIJAYA LAXMI, Wife of Sri MUKESH KUMAR, by faith Hindu, by Nationality Indian, by Occupation Business, resident of 90, Hariharnath Colony, Dimna Road, Mango, P.S.-Mango, Town Jamshedpur, Dist- Singhbhum East, hereinafter called the SECOND PARTY (Which expression shall unless excluded by or repugnant to the context mean and include its successors in office, executors, administrators, legal representatives and assignees) of OTHER PART



Seema Agarwal

Signed / Put L.T.I
In my presence

Advocate

NATURE OF DEED: DEVELOPMENT AGREEMENT AGAINST
CONSTRUCTION AND DEVELOPMENT OF THE LAND, AS PER
TERMS OF THIS AGREEMENT.

WHEREAS, ALL THAT piece and parcel of Home stead land measuring an area 0.14.70 hec or 21.38 Kathas or 35.30 Dec situated at Mouza Baliguma, P.S.-M.G.M., Thana No. 1150, Ward No.10, MNAC, recorded under old Khata No-288,280 & 287 corresponding to old Plot No.561,563,564,565 & 316, Halka No- 9, corresponding to New Survey settlement Khata No- 563, New Plot No- 457 a,b Jamshedpur, District Singhbhum East, more fully described in Schedule 'A' below, stood recorded in the name of one Ishan Chandra Nag in the record of right of recent survey settlement operation which was finally published on 08.01.1981, who was in peaceful possession thereof without any interference from any corner.

AND WHEREAS the said Ishan Chandra Nag died leaving behind his widow namely Smt. Parbati Nag as his sole heir and successor. After the death of the said Ishan Chandra Nag, the entire Schedule 'A' property devolved upon his widow namely Smt. Parbati Nag who sold the said Schedule 'A' land measuring 21.38 Kathas in favour of one Bipul Mukherjee by registered Deed of Sale being deed No-592 dated 01.02.1986 and the said Bipul Mukherjee got his name mutated vide Mutation Case No.- 63/2000-2001 and exercise his right, title and interest therein as lawful owner.

AND WHEREAS Bipul Mukherjee died leaving behind his widow Smt. Mandira Mukherjee as sole legal heir and successor who executed a



✓ Seema Agarwal

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Signed / Put L.T.
In my presence

Advocate

Registered General Power Of Attorney in favour of one Sri Surendra Kumar Srivastava in respect of Schedule 'A' land vide Deed No- IV-516 dated 01.08.2000 conferring upon Surendra Kumar Srivastava various powers including power to sale the Schedule 'A' land to any other person; AND WHEREAS on the basis of aforesaid registered General Power of Attorney, the said Surendra Kumar Srivastava as Attorney holder of Smt. Mandira Mukherjee sold the Schedule 'A' land in favour of Smt. Laxmi Srivastava for a valuable consideration vide registered Deed of Sale being Deed No.-3501 dated 04.05.2005 registered in the office of Dist. Sub Registrar, Dist Registry office, Jamshedpur and also got her name mutated in respect of the purchased land vide Mutation Case No.-554 of 2005;

AND WHEREAS Smt. Laxmi Srivastava, while in possession of the Schedule 'A' land sold the same in favour of M/S S.S. Constructions (First Party) herein being represented by its partner Vinod Agarwal by registered Deed of Sale being Deed No.-346 dated 24.01.2006 and the said S.S.Construction got its name mutated in respect of Schedule 'A' land vide Mutation Case No- 1977/2005-2006 and has ben in peaceful possession thereof on payment of rent to state of Jharkhand and has been exercising all right, title, interest and possession therein as absolute owner thereof; AND WHEREAS the SECOND PARTY is a reputed promoter and builder having vast experience in the matter of promotion, development and construction of Multi-storied building consisting of Flats, parking spaces, shops/showrooms, duplex bungalows etc.

Definition :



✓ Seema Agarwal

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Signed / Put L.T. in my presence

Advocate

- a) Property: shall mean the land and house described in the Schedule 'A' hereunder written.
- b) Owner's allocation: shall mean all that 40% constructed area out of the entire proposed building to be constructed over the said plot of land and the parking space, roof rights etc. and other common services, amenities.
- c) Developer's allocation: shall mean by remaining 60% constructed area out of said proposed building and the parking space to be constructed thereon including roof rights etc. and all common services, amenities spaces.
- d) Specification: shall mean the standard materials, fixtures and fittings to be used for the construction and design.

AND WHEREAS, prior to the execution of this Agreement the First Party had agreed with PRIME ASSOCIATES for carrying development and construction of the project upon the schedule below landed property however owing to same unavoidable circumstances after full and final settlement the said Development Agreement dated 27.03.2012 had to be cancelled and terminated between the parties and as such the said agreement has become void and inoperative in law, without any legal consequences thereof and the First Party had been rendered free to deal with his schedule below landed property with any favour of its /his /their choice without any unwanted interference or disturbance for any corner.

AND WHEREAS, the First Party owner is desirous of getting constructed a building (remaining parts) over the said plot of land through a reputed



✓ (S) Seema Agarwal

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In my presence

Advocate

Promoter and builder and the Second Party having come to know about the aforesaid intention of the First Party, has approached the First Party to complete the remaining parts of construction thereon. Having discussed with the First Party in all aspects and affairs of the proposed construction, the Second Party has agreed to develop and construct (remaining parts of construction) the Multi storied building over the said land more fully described in Schedule 'A' below on following terms and conditions.

NOW THIS DEED OF DEVELOPMENT AGREEMENT INCLUDING ALL ITS TERMS AND CONDITIONS ARE HEREBY MUTUALLY AGREED.

1. THAT the total consideration amount of the entire schedule 'A' land of 21.38 kathas or 35.30 Dec has been settled by and between the parties as follows:-

FIRST PARTY - 40% super built up area of constructed portion

SECOND PARTY- 60% super built up area of constructed portion

Comprising of parking spaces, flats shops & Roof rights and all the other common areas and amenities.

2. THAT the First party shall deliver vacant and peaceful possession of the uncompleted building over the lands described in schedule 'A' below to the Second party within one month with approval of building Plan and the Second party, if they so desires, may place a hoarding on the said Schedule land inviting applications for booking of Flats, Shops, Parking spaces etc from interested prospective purchasers.



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In my presence

Advocate

3. THAT the First party will co-operate with the Second party in all matters relating to the schedule land especially in support of their right, title, interest and possession over it including supply of documents.
4. That the plan so prepared, if requires during or after sanction, may be modified revised and/or altered according to the Second Party's choice of the need as may so require in future for feasibility of the project.
5. That soon after sanctioned and/or passed plan of such building by the authority, the developer/Second Party shall forthwith start construction of the building and complete the same strictly in accordance with the said plan with all fixtures, fittings and installations within 24 months from the date of this agreement. The aforesaid period of 24 months may however be extended for a further period with mutual consent of both parties, if the Second Party fails to complete the construction owing to Political turmoil Governmental action, labour problem, act of God or any other circumstances which are beyond the control of Second Party.
6. That the Second party during the course of construction of the building shall be at liberty to receive the consideration amount, either full or in part in respect of the flats, commercial spaces, shops, parking spaces in respect of the portion falling in its/their share from the respective intending buyers at any time according to his/their own convenience/need at their discretion and risk and the First Party shall not be entitled to raise any dispute or objection for the same.



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In my presence

Advocate

7. That the First Party shall execute and a notarized General Power of Attorney in favour of the Second party in respect of the property more fully described in the Schedule 'A' below for the construction of Building by the Second party and the Second Party shall empowered to receive consideration amount against the flats, shops, commercial space, parking space falling in the share of the Second party from the intending buyers either in full or in part and having power to get the building plan approved, to supervise the construction at site and in general to manage the affairs of the building/land including right to protect and defend their legal interest, title and to sell the flats, shops, commercial spaces, parking spaces and common services, etc. on completion of the project in all respects.
8. That the First Party/owner does hereby declare and covenants :-
- a) The owners/First party is the lawful owner of ALL THAT property more fully described in the schedule 'A' below and there are no other co-owners, co-sharers over the said property.
 - b) The said premises more fully described in the Schedule 'A' below is free from all encumbrances, charges, lien mortgages and litigations.
 - c) That simultaneous with the execution of this agreement, the First party shall handover relevant documents relating to the title and possession of the schedule-'A' land to the Second party for inspection or retentions, for the purpose of smooth construction or erection of proposed building as well as for production thereof before the Authority concerned.



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In my presence
Advocate

- e) The First Party member shall always be ready and willing to further execute and sign the necessary documents, papers, revised and/or amendment plan for the interest of the project.
- f) The First party undertakes and assures that till completion of the project, the proposed notarized General Power of Attorney to be given in favour of the parties of the Second part and instant agreement shall not be cancelled / rescinded at the instance of First party.
- g) The First party shall have the right to supervise by themselves the construction of the building at site regarding adherence to the specification, quality of materials and work in progress at site.
- h) The First party member in general shall extend their full co-operation to the Second party, towards construction and complete the building and till disposed of the proposed flats, shops commercial space, parking spaces etc. falling in the share of the Second party.
- i) In case there be any defect in the title of the First Party or if there will be any liability or any encumbrances, then in such event, the First Party shall remove such defects at his own cost.
9. That the Second party hereby declares and covenants:
- i) The Second party is competent to enter into this agreement with the parties of the First party.
- ii) The Second Party shall construct and complete the building over the land described in the Schedule – 'A' below hereinafter written as per approved plan of the proper authority.

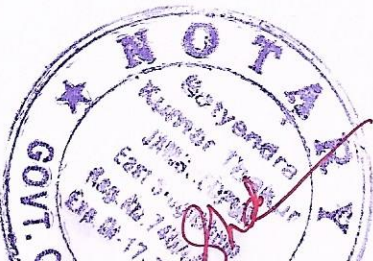


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- iii) The roof right over the proposed multistoried building will also in proportion of 40% and 60% as per owner's allocation and Developer's allocation respectively.
- iv) The Second party shall arrange for proper water lines, sewerage line, fixture, fittings, and installations, of electricity as per specification enclosed herewith and shall be formed and treated as part of this document at his cost.
- v) The Second Party shall use all standard quality of building materials and other fixtures and fittings confirming to ISI standard as per standard specification.
- vi) The Second party shall be fully entitled and empowered to enter into an agreement or agreements, with any intending buyer or buyers and to receive consideration amount either in full or in various installments or in part from such intending buyer/s against sale of the proposed flats, parking spaces, shops, commercial space etc. falling in their share i.e within 60% of Super built up area in proposed Multistoried Building.
- vii) The Second party in general shall be authorized and empowered to manage and supervise all matters and affairs of the building during construction by appointing architect, engineers, experts, skilled/unskilled workman, labours, agents etc. and shall also be authorized to discharge such person or persons as and when necessary.
- viii) Whatsoever cost and expenses that may be incurred towards construction of proposed building including flats, shops, commercial spaces, parking and installations of all services water, sewerage,



✓ Seema Agarwal

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Signed / Put L.T.1
In my presence
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electricity, building plan, revised plan, payments to workmen, purchase of materials, fixtures, fittings, etc. and/or all related expenses in connection with the proposed construction of the building, shall be borne by the Second party.

- ix) That from the hand over to completion of the project all charges towards, water, electricity & other is bear by Second Party.
- x) The Second party shall handover copies of all relevant documents to First party for their records.
- xii) The Second party shall abide all rules and regulations of the building plan and relating terms and conditions of the law during the period of construction as are and shall be applicable.
- xiii) The Second party shall take all responsibilities towards construction of the proposed building and for delivery of possession of such flats, shops, commercial spaces, parking etc. to the intending buyer's.
- xiv) The Second party shall manage; material and care take all building materials, fixtures and fittings at site. In case of lost or damage of any materials or construction by fire, theft etc. and moreover in case or any accident or incident occurs during the period of construction, the same shall be the sole responsibility of the Second party and on the contrary the First party shall be free from any such charges.
- xv) If any thing happened to the Building after completion of project due to lack or improper construction the responsibilities of that is on Second party and Second party have to rectify the same at their own cost. First party will keep free of all this matter.



✓ Seema Agarwal

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Signed / Put L.T.
In my presence

Advocate

10. That the rights and obligations of the parties:-

- a) The proposed land/premises situated at Baliguma, P.S. M.G.M. Jamshedpur.
- b) The parties hereto shall always mean and include their respective legal heirs successors and/or any such person/ persons claiming through them in any legal capacity for the purpose of this agreement and shall be bound by the terms of this agreement in future. In case the death of any party or parties stated herein above, the legal heirs of such deceased shall be substituted in place of the deceased.
- c) The matters relating to the project shall be subjected to jurisdiction of Civil Court, Jamshedpur incase of any dispute arises and the parties may take recourse to law or (both the parties have right to appoint one arbitrator each to be selected by the parties herein as per the provisions of the arbitration and conciliation act with all amendment and in that case their decision shall be final and binding on both the parties).
- d) In the event of failure of the Second party to complete the entire project as per the terms and stipulated in this agreement all the powers, rights, interest, privileges, and responsibilities entrusted to the Second party in good faith by virtue of this agreement shall cease to be in-effective.
- e) The Second party shall publish in news paper or in any media to dispose of the developer's allocation to the intending party/ies.
- f) That if the Second Party constructs any further upper floors in the said multistoried building in future, in such eventually the total floor



Seema Agarwal

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Signed / Put L.T.
In my presence

Advocate

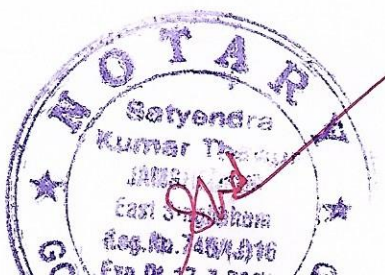
area of such additional floors shall be distributed amongst the parties as per the same ratio i.e. 40% and 60% of Super built up area to be share by the First Party and Second Party respectively.

- g) The Second party shall be entitled to raise fund from the intending buyer/s or through any financial sources at its/ their discretion and risk.
- h) The parties hereto shall keep indemnify the other against any loss, damage, incident, suit or proceedings.
- i) The parties may later or amend any terms of this agreement if found necessary, but both of the parties, have to agree with that.
- j) The parties hereto including their respective heirs shall be bounded by the terms and conditions of this agreement and any other terms as may be amended.

SCHEDULE – ‘A’

ALL THAT piece and parcel of Home stead land measuring an area 21.38 Kathas or 35.30 Dec situated at Mouza Baliguma, P.S.M.G.M., Thana No. 1150, Ward No.10, MNAC, recorded under old Khata No-288,280 & 287 corresponding to old Plot No.561, 563,564,565 & 316, Halka No- 9, corresponding to New Survey settlement Khata No- 563, New Plot No- 457 a,b Jamshedpur, District Singhbhum East,, which is bounded by :

- North : Plot no-458
- South : Road
- East : Plot No-456
- West : Road



> (S)

IN WITNESS WHEREOF both the parties have hereunto set their respective hands hereto, on the day, month, year and place first above written.

Witness

✓
1.

✓
2.

✓
(S) Seema Agorwal
FIRST PARTY

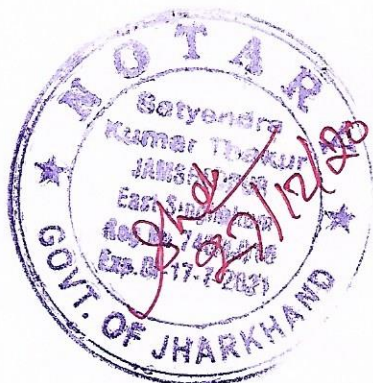
✓
Vijaya Laxari

SECOND PARTY

Signed / Put L.T.
In my presence

✓
Advocate

27/12/20



Witness Or Signature of
Witness whose is identity is
M. J. M. Sharma Advocate
LANSHEDEP

27/12/20
NOTARY
LANSHEDEP