



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 684cfa0b909fb2baa976

Receipt Date : 12-Jun-2023 01:53:03 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 : SULEKHA SARKAR

Purpose of stamp duty paid : DEVELPOMENT AGREEMENT

First Party Name : SULEKHA SARKAR

Second Party Name : ARNAB KUMAR SARKAR

GRN Number : 2317695645

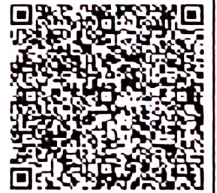
-: This stamp paper can be verified in the jharnibandhan site through receipt number :-



S. Sarker

Arnab Kumar Sarkar

Identified by RA and Signature
in the presence of
Advoc



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।

12.6.23
MADHURI KUMARI PHADARI
NOTARY PUBLIC
JSR EAST SINGHBHUM

S. Sarkar

Arundh.

Identified by me and Signed
by 'I' in my presence
Chiranjib Nandiborai
Advocate

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DEVELOPMENT AGREEMENT

This Development Agreement is made on this the 09th day of June 2023, at Jamshedpur;

BY AND BETWEEN:-

SMT. SULEKHA SARKAR, Wife of Late B.K. Sarkar, aged bout 69 years, Resident of 37, Old Subhash Colony, Dimna Road, Mango, P.O.& P.S.- Mango, Town- Jamshedpur, Dist.- East Singhbhum, State Jharkhand, hereinafter referred to as the **First Party** (Which expression shall unless repugnant to the context shall mean and include their legal heirs, successors, executors, administrators, legal, representatives, nominee and assignees) of the **ONE PART**;

AND

SRI ARNAB KUMAR SARKAR, Son of Late B.K. Sarkar, aged bout 46 years, Resident of 37, Old Subhash Colony, Dimna Road, Mango, P.O.& P.S.- Mango, Town- Jamshedpur, Dist.- East Singhbhum, State Jharkhand, hereinafter referred to as the **Second Party/ Developer** (Which expression shall unless repugnant to the context shall mean and include their legal heirs, successors, executors, administrators, legal, representatives, nominee and assignees) of the **OTHER PART**;

WHEREAS, all the piece and parcel of land measuring 54'ft x 40'ft i.e. 2160 Sq. ft. or 4.958 decimal (3 Kathas) recorded Under Ward No.-10, MNAC, of Old Plot No.- 184, Under Old Khata No.-



S. Sarkar

Chiranjib Nandi

Identified by me and Signed
in my presence

Chiranjib Nandi
Advocate

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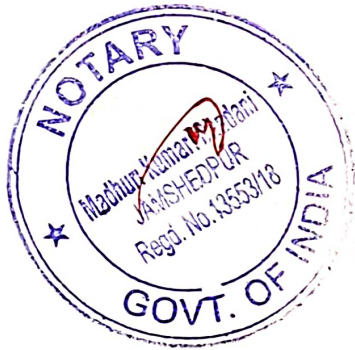
39, corresponding to New Plot No.- 3262, recorded Under New Khata No.- 278, Halka No.- 3, within Mouza- Mango, Thana No.- 1641, surrounded by North- Mr. Agarwal House, South- A.K. Sarkar & Sujit Rana, East :- 12'ft wide Road, West :- Owner building is exclusively under the ownership and peaceful possession of the 1st Party;

AND WHEREAS, the first party desires to get a residential Apartment to be constructed on the said land. On knowing about such desire of the First Party, the Second Party or the Developer approached the First Party showing his interest in developing the said land in accordance to the wishes of the First party;

AND WHEREAS, on being approached and requested by the Second Party, the First Party has agreed to grant and give Development Work for Construction of a Residential Apartment/ building on his said property also described in the Schedule below, subject to compliance of all terms and conditions forming part of this Agreement

AND WHEREAS, the parties hereof are of the intention to enter into this Agreement solely for the Development of the land described in the Schedule Annexed;

NOW THIS AGREEMENT WITNESSETH and it is hereby agreeing upon by and between the parties hereto on the following terms and conditions;



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Identified by me and Signed
by T in my presence

Chiranjib Nandi
Advocate

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1. The First Party is seized and possessed of all that piece and parcel of Land measuring 54'ft x40'ft i.e. 2160 Sq. ft. or 4.958 decimal (3 Kathas) recorded Under Ward No.-10, MNAC, of Old Plot No.-184, Under Old Khata No.- 39, corresponding to New Plot No.-3262, recorded Under New Khata No.- 278, Halka No.- 3, within Mouza- Mango, Thana No.- 1641, surrounded by North- Mr. Agarwal House, South- A.K. Sarkar & Sujit Rana, East :- 12'ft wide Road, West :- Owner building (hereinafter referred to as the Said Property).
2. The First Party is desirous of getting a residential apartment constructed on the said property (hereinafter referred to as the said building) through the Second Party or the Developer.
3. That the Developer has verified all the relevant documents, regarding the title of the said property and is satisfied and shall receive defect free right over the schedule property over which construction by the Second Party is to be done.
4. That it is agreed between the parties hereof that the possession of the said property shall remain with the First Party till the date of receiving of approved passing drawing from MNAC and then the first party shall be liable to deliver the vacant possession of the said property to the Second Party for the commencement of construction of the said building.
5. That once the delivery of possession of the said property is handed over to the Second Party in accordance with the terms of



S. Sarkar

Advocate

Identified by me and Signed
by T in my presence

Mr. Chiranjib Nandi
Advocate

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this Agreement, the same shall deemed to have vested all possessory and incidental rights on the Second Party to use the said property for all purpose necessary and required for fulfilling his obligation under this Agreement. Such rights shall include the making of any Application in the name of the First Party as his agent before all state/ District/ Municipal authorities whose approval (s)/ permission (s) of any sort is required for the making/ completion of the said building.



6. That if so required the First Party shall execute a General Power of Attorney separately to constitute the Second Party as his agent solely to represent the First Party before all state/ district/municipal authorities whose approval(s)/permission(s) of any sort is required for the making/completion of the said building.
7. That the said landed property does not come under the Urban Land Ceiling Act. So therefore no any such permission is required from any competent Government authority.
8. That no notice or notification for acquisition/requisition under any of the statutes of the past or presently in force, have been received, served or passed by Income Tax Department or any other Government, for acquisition or requisition of the said property or any part thereof.
9. That the First Party has not entered in the past in any Agreement for development of the said property or any part thereof nor have

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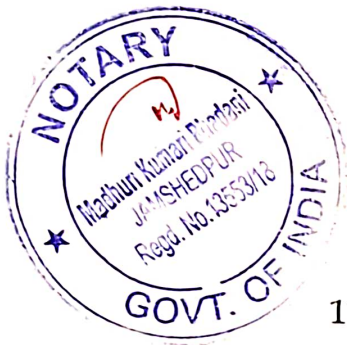
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in my presence

Chiranjib Nandi
Advocate

made any arrangement with anyone whatsoever regarding the said property or part thereof. And the First Party is interested in getting a multistoried residential building developed and constructed and promoted on the said property.

10. That the aforesaid Developer offered to develop and construct and promote at its own cost, Multistoried Residential Building Comprising of G+4 floors only having 1 (3BHK) flats/ Units only in each floor having and each such units/ flats having a carpet area not less than 800 sq. ft. It has been further agreed between the parties hereof that the built-up area of each such floor constructed shall not exceed 1200 sq. ft.
11. That it has been agreed between the parties hereof that the name of the said residential apartment to be constructed shall be "B. K. Residency" and the same should appear on the front-faced top of the building for his identification purpose, no any change in the name of the building shall be made by the Second Party without first taking written consent of the First Party.
12. That the parties hereof have agreed to apportion their share in the said building in the ratio of 75 : 25 where the former being the share of the Second Party and the later of the First Party.
13. That as such out of the total resulting 4 Units/Flats, it has been agreed between the parties hereof that 1 flats/ units shall exclusively fall on the First Party's share/ allocation and the rest 3 flats/ units shall fall on the Second Party's share/ allocation.



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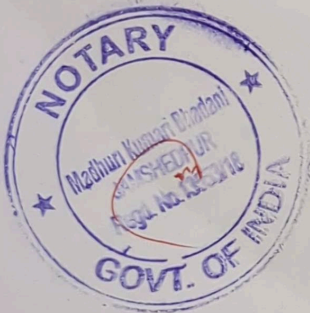
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Identified by me and Signed
in my presence

Chiranjib Nandi
Advocate

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14. That the parties hereof are in Agreement that the First Party shall receive the exclusive right, title and interest over one unit/flat in the said building such that one of his unit/flat is situated in the Second floor of the said building respectively with Garage (Car Parking).
15. That the parties hereof are in Agreement that the construction of the said building shall be absolutely in accordance with the drawings/ plans as sanctioned by M.N.A.C. or other concerned authorities and that no percent of deviation shall be caused in the construction of the said building. In the event of any fines/ penalties resulting from such deviation shall be borne singly by the Second Party.
16. That the parties are in Agreement that in the event the Second Party fails to fulfill all or any of his obligations under this development agreement, it resulting in no- completion then the first party shall be entitled to forfeit all monies received by him & if necessary the entire project from the Second Party under this Development Agreement.
17. That the First Party shall deliver the possession of the said property in favour of the Second Party solely for the purpose of this agreement and the Second Party thereof shall proceed expeditiously with preparations of the plans and drawings of the said building.



S. Sankar

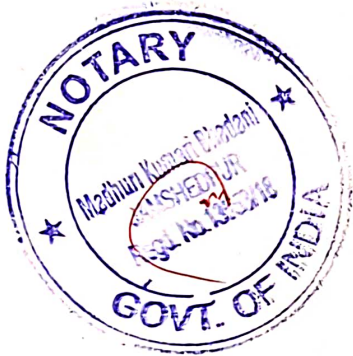
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in my presence

Chiranjib Nandi
Advocate

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16. That the parties are in Agreement that in the event the Second Party fails to fulfill all or any of his obligations under this development agreement, it resulting in no- completion then the first party shall be entitled to forfeit all monies received by him & if necessary the entire project from the Second Party under this Development Agreement.
17. That the First Party shall deliver the possession of the said property in favour of the Second Party solely for the purpose of this agreement and the Second Party thereof shall proceed expeditiously with preparations of the plans and drawings of the said building.



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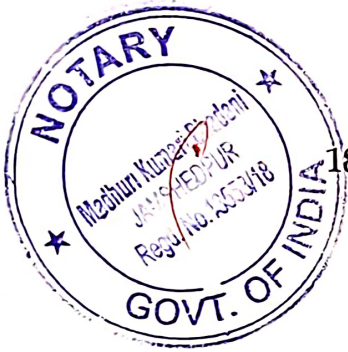
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in my presence

Chiranjib Nandi
Advocate

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- a. The Developer shall obtain consent from the First Party before submitting the Building plans for sanction to the MNAC or Land Office.
- b. The First Party shall have no objection if the aforesaid duly consented building plans are submitted to MNAC or land office in the name of the Second party or any other permission/s, approvals are obtained in his name. However, all fees, costs, charges and expenses relating to such approvals/ sanctions shall be borne by the Developer.
18. The First Party and/or its nominees shall solely and exclusively be entitled to receive one Unit/Flat on the Second floor and the first Party shall also be jointly entitled with the other allottees of the units for common facilities and amenities (common facilities and amenities shall include and deemed to include stairways, landing passageways, pump room, overhead water tank(s), water pumps(s) and motor (s), side spaces, courtyard(s), lift head room(s), etc. which shall be required for common enjoyment), they shall have absolute right and interest over this area and they shall be fully entitled to transfer, convey, mortgage, grant otherwise alienate their interest in any manner as deemed fit by them to any person(s), association of persons, firms body corporate, co- operative societies, government agencies, etc. on such terms and conditions as may be decided by him.



S. Sankar

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in my presence

Chiranjib Nandi
Advocate

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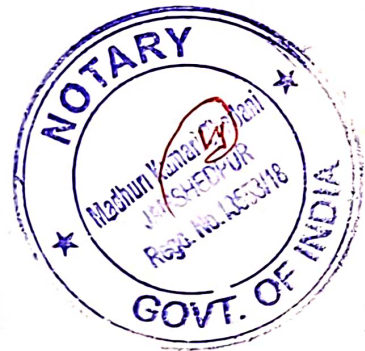
19. That after the passing of the construction drawings from the concerned authorities, the Developer will henceforth start construction on the property in a full- fledged manner and complete the construction of the total building project within 36 months from the date of handing over of the possession of the said property except for force de majeure, which shall not include Covid-19 Situations.

20. If the Developer is not able to develop the building on the Plot for its own fault, then the first party shall not be liable to pay any amount like Security Deposit, Rent, Architect charges, MNAC Charges and any other incidental charges incurred by the Developer.

21. This Agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

22. The First Party hereby undertakes to put the Developer in actual peaceful possession of the said property to enable the Developer to take up, proceed with the development, planning and construction of the said building in accordance to the Terms and conditions of this Agreement.

23. It is agreed that any Agreement or arrangement made or entered into at any time by the parties hereof in breach of or in violation of terms and condition of this Development agreement shall be null and void.



S. Sarkar

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Identified by me and Signed
and I am in my presence

Chiranjib Nandi
Advocate

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24. The First Party hereby irrevocably and irretrievably undertake not to sale, dispose off, alienate, charges encumbrances, or otherwise, transfer the said property or any part thereof during the currency of this Agreement and undertake not to do any act(s), deed (s), matter, to things, as shall be in breach of the terms of this Agreement save and except putting the Developer in possession thereof for the purpose of Development pursuant to this agreement.

25. The Developer shall be entitled to develop and promote the said property by constructing thereon dwelling units, flats, parking spaces and other structures strictly in accordance with the building plans. The time is the essence of this agreement and the entire obligation of the Second Party under this Agreement shall be completed within a period of 36 months from getting the possession of the said property. If there is any delay due to force de majeure, Hand of God, etc. then both parties will amicably discuss the extension of the time period.

26. That the Developer/ Promoter shall invite, accept and confirm the applications from the general Public for booking, who are interested to purchase the flat(s)/ parking space(s) along with such other areas required for common facilities and amenities (Common facilities and amenities shall include and deemed to include stairways, landing passageways, pump room, overhead water tank(s), deep borings (s), water pump(s), and motor (s),



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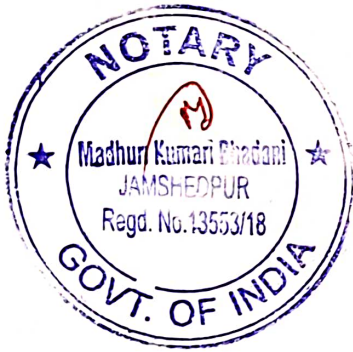
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defined by me and signed
in my presence

Chiranjib Nayak
Advocate

side spaces, courtyard (s), said case head room(s), as the case may be at the specified space as to be allotted at the time of booking of each of them mentioned in the aforesaid paragraph in conformity with the approved building plan and said General Specifications on offer. All the prospective buyers/ purchasers of different flat(s)/ parking space (s) along with such other areas required for common facilities and amenities shall have the right to make any internal alteration or modification in the building plan in respect without damaging the basic common structures and subject to their getting approval of such modifications in the building plan by the concerned authority as maybe required and by spending additional amount for them. If any prospective customer(s) or the first Party wants any internal changes of their share, then the payment for the Extra Work done over and above with respect to Developer General Specifications will be payable to developer exclusively.

27. The Developer shall be entitled to enter into an Agreement for sale or otherwise allot flats, parking spaces and other tenements in the said building wherever required by the Developer and shall exclusively be entitled to realize all amounts/ monies receivable (s) under such Agreements, sale deeds, deeds of allotments, etc. for development and construction of the said building and for its own use of his share of flats as aforesaid and the first Party shall have NO OBJECTION to the same.



S. Sarkar

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Identified by me and signed
in my presence

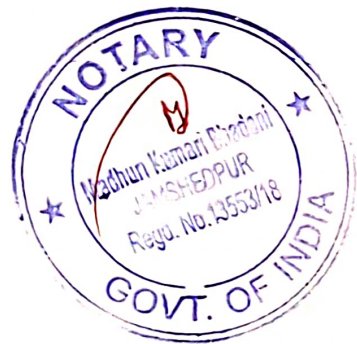
Chiranjib Nandi
Advocate

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28. The First Party agrees and undertakes that they shall executed and give irrevocable or general power of attorney, before the Notary Public, in favour of the Developer and or his nominee (s) so that no hindrance or obstruction is caused to the Developer/ Promoter in carrying out and discharging its obligation under these presents and thereby giving the Developer the right and authority to have and enjoy peaceful possession of this share in the said property and to do all such acts, and/or things that may be necessary for the development, planning, promoting, construction of the said building and sale of the Developer's area. It is however expressly agreed and understood between the parties that the aforesaid General Power of Attorney shall be governed by the provisions of this development agreement and in case of any conflict between the provision of the aforesaid General Power of Attorney and this Development agreement, the provision of the latter shall prevail.

29. **That the Developer further undertakes:-**

- a) That it will not do any act of commission(s), omission (s), expressly or impliedly, directly or indirectly by which the First Party's right and interest over the said property may in any manner be adversely affected until the Developer has given delivery of the first party's share of Area to him.
- b) To indemnify the First Party and always keep them indemnified and harmless in respect of all claims, damages,



S. Sarkar

Advocate

Identified by int. mail signed
with firm's stamp

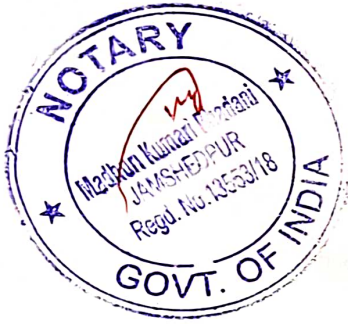
Chiranjib Nandiar
Advocate

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compensations or expenses payable in consequence of land injury or accident sustained by any workmen, artisans or invitees or other persons in the property whether in the employment of the developer or not while in or upon the said property and during the period of construction of the said building thereon.

- c) To indemnify the First Party and always keep them indemnified and harmless in respect of all claims, damages, compensations or expenses payable in consequence of deficiency in service or defect in goods and/or any other dispute(s), to the prospective buyers or customers of the share of Developer.
- d) That the Developer shall not create any mortgages, charges or encumbrances over the said property without the written consent of the First Party.

30. The First Party will present to the Developer and/or its duly authorized Advocate all original deeds, allotment letter, documents and any papers relating to the said property for complete examination of the First party right thereto and the First Party agree to co-operate with the Developer in such examinations of the First Party right and to answer and/or comply with all and/or reasonable requisition that may be made by the Developer or its Advocate in this regard.



S. Sarkar

Witness:

digitally signed by me and signed by me in my presence

Chiranjib Nandi
Advocate

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31. In case there may be any defect in the right of the First Party or there by any liability any encumbrances, then in such events, the Developer shall be entitled to have the defects cured and/or liability cleared for and on behalf of the first party and at the cost of the First Party after taking written consent from the First Party.
32. Upon receipt of the consideration or their share of super built- up area and monies as agreed upon by the First Party and subject to the other terms and conditions contained herein before or at such earlier time as maybe mutually agreed upon, the First Party shall execute conveyance (s) in favour of the Developer, of the units falling in the share of the Developer.
33. The Common areas shall be jointly owned by all the owners/ Allotees of all the portions of the said building with equal entitlements to use all common areas and facilities intended for utilization by the occupants of the said building on the said terms and conditions applicable to all for such utilization. No owners/ Allotees of any part of the said building shall have any exclusive right and interest over the common areas and common facilities except the right of common use.
34. It is agreed that in all transfer/ conveyance of land and/or built-up area, the Purchaser (s)/ Transferee (s) shall bear the costs of stamp duty, court fees and other registration charges and legal charges.



S. Sarkar

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Chiranjib Nandi
Advocate

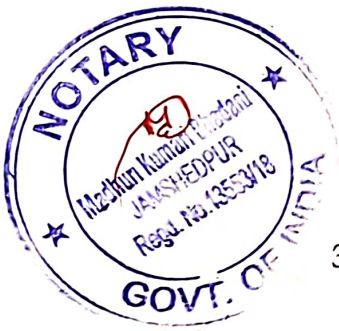
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35. That in case of any dispute or differences between the parties arising out of or relating to this Deed of Agreement the same shall be first settled mutually between the two parties and if failed then the same shall be settled by reference of the dispute or difference to the arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbitration Act 1940 as amended from time to time; But the parties hereof shall have no right to stop the work or the progress of the work of the ongoing block (s)/ building (s) in which prospective customers have already booked their units, so that the prospective customers interest (s) is not hurt.

36. All disputes shall be subject to Jamshedpur Courts, who have the original jurisdiction over the said schedule.

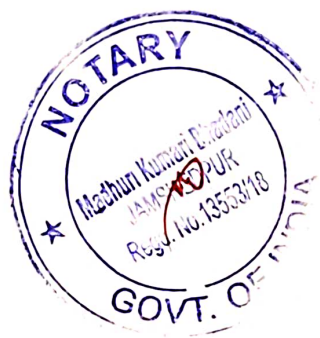
SCHEDULE

In the District Singhbhum East, Pargana Dhalbhum, District Sub-Registry Office at Jamshedpur, all that piece and parcel of Land measuring 54'ft x40'ft i.e. 2160 Sq. ft. or 4.958 decimal (3 Kathas) recorded Under Ward No.-10, MNAC, of Old Plot No.- 184, Under Old Khata No.- 39, corresponding to New Plot No.- 3262, recorded Under New Khata No.- 278, Halka No.- 3, within Mouza- Mango, Thana No.- 1641, surrounded by North- Mr. Agarwal House, South- A.K. Sarkar & Sujit Rana, East :- 12'ft wide Road, West :- Owner building, which is butted and bounded as follows:-



Identified by me and Signed
put L.T. in my presence
Chiranjib Nandi
Advocate

- North:- House of Mr. Agarwal
- South :- A.K. Sarkar & Sujit Rana
- East :- 12'ft wide Road
- West :- Owner building.



In Witness whereof the both parties have put their respective signature, the date, month and year mentioned first above at Jamshedpur.

WITNESSES:-

1. *[Signature]*
SUJAY AICH

2.

[Signature]
S. Sarkar

Signature of the First Party/ Seller.

[Signature]

Signature of the Second Party /Purchaser.

The Signature of the
Assistant/Executants who Signed
put L.T. in my Presence of Sr.
Rajesh Kumar Advocate
District Court, Jamshedpur and also
identifies by him

[Signature]
12.6.23

Madhuri Kumari Bhadani
NOTARY Govt. of India

Identified by me and Signed
put L.T. in my presence
[Signature]
ADVOCATE.
Chiranjib Nandi
Advocate