



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 8c9d5cf5f6b1ad8c001c

Receipt Date : 18-Sep-2020 03:47:48 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : RAJ DEVELOPERS

Purpose of stamp duty paid : AGREEMENT

First Party Name : RAJ DEVELOPERS

Second Party Name : AS APPLICABLE

GRN Number : 2001965491

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

RAJ DEVELOPERS

RAJ DEVELOPERS

*Babbar Kumar Singh*

*Susmit Anand*

PARTNER

*Bikash Kumar*

PARTNER



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।

## Project Name: TANUJA ENCLAVE

### Agreement

This deed of Agreement made this day of Wednesday, 30<sup>th</sup> September Two Thousand Twenty.

BETWEEN

Sri Prabhkar Kumar Singh, S/o Sri Chakradhar Prasad Singh by faith Hindu, by caste Rajput occupation Teacher resident of Qtr. No. B/12, Jagjivan Nagar, Saraidhela, P.S. Saraidhela, and Dist. Dhanbad, Jharkhand. (Or Owner first party)

AND

1. Mr. Susmit Anand S/o Sri Ajay Kumar Singh.
2. Mr. Bikash Kumar Mishra S/o Late Ram Pratap Mishra.

Partners M/s RAJ DEVELOPERS, Office at Office No. 4, Sadhna Centre, Above Ujjivan & Small Finance Bank, Main Road, Saraidhela Dist. Dhanbad. (Or Builder second party)

The TERMS "FIRST PARTY" land owner "SECOND PARTY" Builder and developers unless repugnant to the subject or context or exclusively excluded by shall mean and include their respective legal heirs sources, executors, administrator, legal representative successor in interest of office and assigns. Whereas the aforesaid owners are absolutely sized possess of or otherwise well and sufficiently entitled to all property fully described in schedule below of agreement, hereinafter referred to as the "said agreement" free from all encumbrance whatsoever or howsoever.

Where the owners are covenant that the said property in their exclusive possession with absolute right – title and in marketable condition and has the right power and absolute authority and title to transfer, assign sell the whole or part of the said property.

AND WHEREAS the land owners are interested in getting a multistoried residential building complex which will be developed and constructed on the schedule property and acquire residential built up area in the same as consideration in exchange for the full and final value of the land and the building standing thereon.

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**PARTNER**

Saraidhela  
Kumar Singh

AND WHEREAS the "land owner" agrees to authorize the developer to construct a multistoried building and the developer has accepted the schedule land on conversion.

AND WHEREAS the Developer shall with the consent and approval of land owner obtain approval from DMC for the plans.

AND WHEREAS the "Developer" offered to construct at own cost a multistoried building complex over the said property of the owners, and in lieu of that the valuable consideration the builder shall provide 33% to the land owner two and half year from the date of sanctioning of map.

Now this agreement witness and parties hereto have agreed and declared as follows:

That the land owner has agreed to appoint the developer to construct building over the said premises and right to develop and to sell, transfer and convey the said premises and to prepare building space, tenements, etc. after paying the consideration mutually agreed upon.

1. That the developer shall proceed expeditiously with the site development and preparation of the multistoried building as per plan on the land mentioned in the schedule land the new building shall be completed within two and half years from the date of sanctioning of the map. This period may be further extended but not more than six months under unavoidable circumstances after sanction of Building PLAN.
2. That the exact measured covered area in excess or below of the area agreed to be given to the owner by developer, the same shall be chargeable, refundable as the case may be at the rate to be mutually agreed between the parties.
3. That it is further agreed and covenant by the Developer that owner of the land shall provide all co-operations while in construction of the proposed multistoried building.
4. That the Developer will invite the purchasers who agree to acquire the flat, flats on ownership basis in the said building. The Developer would construct the flats along with the common amenities. That it

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Shri  
Bikash Kumar

has been agreed between the parties that the land owner shall be the confirming, necessary party in the agreements which will be executed between the developer and the prospective buyers. Roof of the apartment shall be the property of the builder and he will use the same according to his own requirement

5. That the Developer gets necessary plans sanctioned from the **DMC (Dhanbad Municipal Corporation)** and the land owner hereby empowers the Developer to sign any documents required for the sanction of the plan. Developer will also take care of mutation, etc.
6. That the land owner will hand over the vacant possession of the premises within 15 days from the date of agreement. Those on taking possessions, the Developer shall develop the premises, draws the plan for construction and shall have the right to book the flats or market to intending purchaser.
7. That the developer shall deemed to be in the possession of the said premises and shall be free to do all acts, deeds and things lawfully required for development by his own cost and expenses. The Developer further undertakes to construct the multistoried building.
8. That the Developer shall be entitled to develop the said property; by constructing multistoried building and the developer in his discretion may receive and relies the prices in respect of the allotments and sale of such tenements, flats and parking space and appropriate the sale proceeds and transfer the said property on flat thereof from time to time to one or more prospective buyers, co-operative society or bodies.
9. That the first party hereby agree that if any prospective purchasers, purchasers desire to take loan advance from any financial institutions for such purpose, and he shall have no objection in this respect.
10. That the land owner will not have any objection liable for any liability whatsoever either in relation to the construction by the Developer or will be liable to any outsiders in respect of any act done by the developer with any outsider.

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Preblata kumar Singh

Pre-Made Area Right

11. That the land owner has agreed to execute any other deed of agreement and deed of Release of power of attorney, if required for the due execution of the development work as agreed upon between the parties.
12. That owner of land shall provide the land of schedule below to the builder and thereafter constructing multistoried building the owner jointly shall have absolute ownership free from all encumbrance 67% of the total covered area on each floor.
13. That as mentioned above, the owner shall have no right over the rest 67% of the constructed area of the land.
14. That it has been also agreed upon by both the parties to this agreement that the owner shall have drawings and sewerage, water connection, etc. in common with other allottees or occupants of the flats with respect to the owner's share.
15. That the builder shall complete the multistoried building on the lands given by the owner and except providing the land the owners should not provide any kind of money to the builder towards the construction cost.
16. That the developer shall be entitled to all the area for opens and covered parking Spaces of the said premises and also be entitled to receive the sale proceeds with respect to the same.
17. That it shall be incumbents upon the owner that he shall hand over the schedule land free from all encumbrances, with freely marketable value having perfect right title and it shall also be incumbent upon the owner to remove the defect, if any, with respect to the title of the said land and for which the owner shall be fully liable and responsible.

**That the land owner hereby declares:-**

That the area of the said land measuring 5 kathas or 8.25 decimals in deed no. 9342, Plot no. 150, Mouza No. 09, Mouza: Amaghata, Khata No. 20 situated in Tanuja Vihar colony, Sugiadih, Dhanbad.

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That the property is free hold land and the owner has perfect title to the same free from all encumbrances. That the owner has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment right, gift, lien, leave license permission , rent, possession charge inheritance or any other encumbrances whatsoever.

That it is agreed that in all transfer, conveyance of land or built up area, the purchaser, transferee shall bear the cost of stamp duty and other registration or legal charges.

That in case any dispute or differences occur between the parties the same shall be referred to the Arbitrator and the provisions of Arbitration Act 1996 shall apply.

That the land owner after entering into the agreement shall not do any act, deed of thing whereby the construction or development of the said premises is in any way hindered or impeded with nor shall in any way commit breach of any term and condition aforesaid land hereby; agrees that the construction shall be done by the only and no one else.

The Developers shall in the course of erection land completion of the said building do all lawful acts things required and perform the works in conformity in all respects with the bye laws. Against the law the builder shall do anything, the owners of the land should not be responsible for any out of Dhanbad Municipal Corporation law.

#### SCHEDULE; DEFINITION

- a) Owner or land owner shall mean **Sri Prabhakar Kumar Singh S/o Sri Chakradhar Prasad Singh**, his respective Legal Heirs, executors, administrators, legal representative and assigns.
- b) Developer shall mean **M/s Raj Developers**, Dhanbad and Its successors and assigns.
- c) Purchaser shall mean and include their legal heirs, administrator, legal heirs and assign.
- d) Building shall mean multistoried building constructing of

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Prabhakar Kumar Singh

flats, car parking space and other construction for Common use area 5 kathas.

- e) Flat shall mean constructed area or space in the building intended to be built up and or constructed area capable of being occupied and enjoyed independently.
- f) Plan The said unit of flats also mean to room space and the other space and all fittings and fixtures in the said space, plan shall mean the plan, Elevation, Designs drawings of the building as sanctioned by the DMC, Dhanbad.
- g) Transfer shall include transfer by delivery of possession or by other means adopted for effecting what is understood as a transfer of a unit in multi-storied building to the purchaser thereof.
- h) Transferee or shall mean on whose behalf the flat or unit is being construct. Purchasers

#### SCHEDULE PREMISES

**Sri Prabhkar Kumar Singh, S/o Sri Chakradhar Prasad Singh by faith Hindu, by caste Rajput occupation Teacher resident of Qtr. No. B/12, Jagjivan Nagar, Saraidhela, P.S. Saraidhela, and Dist. Dhanbad. Jharkhand.**

The entire piece and the parcel of land measuring in the Deed no. 9342, Mouza No. 09, Khata no. 20, Plot No. : 150, Area of 5 Kathas (5 Kathas or 8.25 decimals) situated in Tanuja Vihar colony, Sugiadih, Dhanbad and which is butted and bounded as follows:-

North : 20ft Wide Road  
South : Part of same plot  
East : Part of same plot  
West : 16.5ft wide road

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## Specifications :-

- Structure : RCC frame structure with brickwork in cement mortar as per design & specification.
- Elevation : A unique blend of original & modern architecture.
- Flooring : ceramic tiles flooring (size-2'-0"x2'-0").
- Walls : all internal wall cement plastered with plaster of paris, all external wall of snocem finish.
- Doors : Doors frames of wood, Shutters will be 32mm thick flush shutter, painted with a coat of primer with steel fitting.
- Windows : Aluminum Section
- Electrical : (a) Concealed P.V.C. circuit wiring using copper conductors with standard quality (Electrical accessories fixtures not included).  
(b) All electrical switches and accessories of standard make.
- Kitchen : (a) Flooring -ceramic tiles flooring (size-2'-0"x2'-0").  
(b) Working platform- Green marble with steel sink.  
(c) Dado - 18" high white glazed tiles.
- Bathrooms : (a) Flooring-ceramic tiles flooring (size-2'-0"x2'-0").  
(b) Dado - Glazed white tiles up to 7 ft. height.  
(c) Fittings - All C.P. fittings will be of standard make & chromium plated.  
(d) Sanitary ware - White glazed vitreous sanitary ware and only cistern will be acrylic fiber glass in white colour.

## Facilities:-

- Stair : One stair for general use.
- Lift : Lift zoom up zoom down to your floor.
- Generator : Standby generator goes in action if there is power Failure on extra cost.
- Parking : As per agreement.

Hot water arrangement: Hot water supply in both the bathrooms.

- Water supply : 24 hour water supply from deep boring tube well.
- Electricity : Electric connection & separate transformer for the Apartment on extra cost.

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Q. No. 1000




Witnesses

① Vikash Kumar Sinha  
S/O Sri S. P. Sinha.  
address- Lohar Kulhi,  
Sareidhule, Dhanbad

② TUSHAR KANTI  
S/O VIJAY KUMAR  
Address: Babudih Dhanbad.

Executants

Bikash Kumar 

Land owner First Party

1. **RAJ DEVELOPERS**  
SUSMIT ANAND  
**PARTNER**

2. **RAJ DEVELOPERS**  
Bikash Kumar.  
**PARTNER**

Builder (Developers)