



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 37a4f25feef7e9addbee

Receipt Date : 07-Aug-2021 01:13:00 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 : Om Realty

Purpose of stamp duty paid : Agreement

First Party Name : Shyam Narayan Singh and Other

Second Party Name : Om Realty

GRN Number : 2106866373

NOTARY
DHANBAD

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

OM REALTY

R. Kumar
Partner

Nilam Singh
Shyam Narayan



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 मुद्राक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा प्रतिलिपि का उपयोग किसी रसीद का दूसरे दस्तावेज पर मुद्राक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्राक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



S.No. 154 Date 25 APR 2022

OM REALTY
Partner

Nilam Singh

Shyam Narayan

THIS AGREEMENT FOR ASSIGNMENT made at Dhanbad this the 21st day of April
2021 at Dhanbad BY AND BETWEEN :

Sri Shyam Narayan Singh, S/o Late Triloki Singh, having Adhar No. 5208 6168 8657 & PAN No. AIOPS6758B & Smt Nilam Singh, W/o Sri Shyam Narayan Singh, having Adhar No. 5635 9270 2865 & PAN No. AVGPS6556C, both by faith Hindu, by Caste Rajput, by occupation Business, Resident of New Murli Nagar, P.O. BCCL Township, P.S. Saraidhela, Dhanbad – 826005, here in after called and referred to as the LAND OWNERS (which expression shall unless excluded by and repugnant to the context shall include his successors, legal representatives, executors administrator and / or person claiming under or in Trust of them and assigns

AND

OM Realty, having its registered office at Vikas Ngar, P.o- Jagjiwan Nagar, P.s-Saraidhela, Dist-Dhanbad, represented by Sri Ritesh Kumar Sharma, S/o Sri Ram Niwas Sharma, by faith Hindu, by Caste Bhumihar, by occupation – business, resident of Qtr No II/67, New Colony, P.O. Jagjiwan Nagar, P.S. Saraidhela, Dist - Dhanbad, Jharkhand – 826003, here in after called the BUILDER/DEVELOPER, PROMOTER the OTHER PART.

In this Development Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto;



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[Signature]
Partner

Nilam Singh

Shyam Narayan

The "land owners" means the above Named:-

Sri Shyam Narayan Singh, S/o Late Triloki Singh, having Adhar No. 5208 6168 8657 & PAN No. AIOPS6758B & Smt Nilam Singh, W/o Sri Shyam Narayan Singh having Adhar No. 5635 9270 2865 & PAN No. AVGPS6556C both by faith Hindu, by Caste Rajput, by occupation Business, Resident of New Murli Nagar, P.O. BCCL Township, P.S. Saraidhela, Dhanbad – 826005.

The "Developer & Builder/ Developer" means the above named OM Realty having its registered office at Vikas Nagar, P.O. Jagjiwan Nagar, P.S. - Saraidhela Dist – Dhanbad, represented by Sri Ritesh Kumar Sharma, S/o Sri Ram Niwas Sharma, by faith Hindu, by Caste Bhumihaar, by occupation – business, resident of Qtr No II/67, New Colony, P.O. Jagjiwan Nagar, P.S. Saraidhela, Dist - Dhanbad, Jharkhand – 826003, includes its successors in office, legal representatives, executors, administrators and assigns.

The "Immovable property" means all that piece and parcel of land measuring 10.2 Katha or 16.85 decimal land Old Khata No. 102 & New Khata No. 241 being portion of Old Plot No. 3505 & New Plot No 2985 of Mouza Saraidhela, Mouza No 08, P.S. – Saraidhela, District Registry office at Dhanbad, more fully described in the Schedule 'A' hereunder written which is the subject matter of this Development Agreement.

The "Owner's' Allocation' shall mean and include 35% out of the total Nos. of constructed flats, consisting of Parking and the some proportion space and roof of the proposed building to be constructed over the schedule 'A' below property more specifically described in the Schedule 'B' hereunder written.



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Partner

Nilam Singh

Shyam Narayan

The "Developer's Allocation' shall mean and include the remaining 65% of constructed Flat, consisting of parking, undivided soil right and proposed roof of the building to be constructed over the Schedule 'A' below property more Specifically described in the Schedule 'C' hereunder written.

COMMON FACILITIES AND AMENITIES:

Shall include stairways roof, landing passage, ways, vacant areas pump/Meter Box room overhead water tank other services and amenities.

MAINTENANCE:

Maintenance of the common facilities and Management of the building shall be the joint responsibility for all the flats owners and occupiers through a managing committee to be constructed by the Flats owners.

TITLE INDENTURE:

WHEREAS The Land originally recorded in the Name of Sri Shyam Narayan Singh, S/o Late Triloki Singh, purchased through Absolute Deed and acquired land measuring 11.35 decimal under old Khata No. 102 being portion of old Plot No. 3505 from its former owner Sri Ratan Kumar Srivastava, S/o Sri Ragho Prasad and Smt Rina Srivastava, W/o Sri Ratan Kumar Srivastava & Smt Meena Srivastava, W/o Sri Sunil Kumar Srivastava and Sri Sunil Kumar Srivastava, S/o Late Baleshwar Prasad through Deed No 6108 dated 31/07/2014 Registered at Dhanbad Sub Registry office at Dhanbad & Sri Shyam Narayan Singh, S/o Late Triloki Singh and Smt. Nilam Singh, W/o Sri Shyam Narayan Singh, purchased through Absolute Deed and acquired land measuring 5.5 decimal under old Khata No. 102 being portion of old Plot No. 3505 from



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Milam Singh
Shyam Narayan

its former owner Sri Braj Bhushan Sharma, S/o Late Yadu Nandan Sharma and Smt Biva Rani Sharma W/o Sri Braj Bhushan Sharma through Deed No. 6218 dated 03/12/2021 Registered at Dhanbad Sub Registry office at Dhanbad.

NOW THIS DEVELOPMENT AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

That in pursuance of above agreement the landowner has agreed to get the schedule A land developed by the developer above named and the latter has agreed to develop the said immovable property i.e. Schedule-A through construction of multistoried Residential building thereon for the consideration / in a manner and within the time stipulated hereinafter in this agreement.

That after execution of this Development Agreement landowner will execute and register a General power of Attorney in favor of the partner / authorized representatives of the developer and said General power of Attorney shall remain valid up to completion of the building and proper adjustments of shares of the landowner and developers subject to the terms hereinafter mentioned. However, the power attorney holder or the developer shall have no right to sell or mortgage or to obtain loan from any bank in respect of shares of landowner.

That the developer shall forthwith start construction of the proposed building over the said land after getting Plan Sanction from DMC, Dhanbad and will complete the proposed construction within 30 months with a grace period of 6 (SIX) months from the date of sanction of Plan from competent authority (DMC, Dhanbad). The period of construction may be extended on the ground of natural calamities like Earth Quake, Civil War, Riot, act of God and or Situation beyond control of the human being but if in



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[Signature]
Partner

Milam Singh
[Signature]

any case it is found that that the completion of the construction of the building is delayed except on the ground of Act of God or natural calamities then the Land Owner have right to cancel the Development Agreement.

That, after completion of the proposed building the builder/developer shall bring in deliverable state 35% out of the total Nos. of constructed flats Space consisting of parking, flats along with all other common utility services, advantages amenities, privileges etc constituting "landowner allocation" and inform the landowner about the completion of their portion of proposed building and the remaining constructed area i.e. excepting the owners' allocation and common areas more specifically described in the Schedule 'B' hereunder written now and to be specified precisely in the sketch map to be annexed with a supplementary agreement showing distribution of shares of owners' allocation and developer's allocation and the developer will be entitled to sell and dispose of its/their shares of the proposed building i.e. developer' allocation for which the Landowner shall have no objections but the developer shall have no authority to sell or negotiate for sale of portion fallen in share of the owners Residential part.

That the land owner and developer will mutually decide the own portion of their flats built up area before initiation of construction work.

That the Landowner do hereby declare and covenants:-

1. That he is the lawful owner of the Schedule below property and there is no other co-owners, co-shares in this property and the land in question is mutated in the name of Landowner of the first part for which the developer has made through enquiries and is satisfied about the proper title of the landowner in respect of the property described in schedule-A hereunder.



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Partner

Milam Singh
[Signature]

2. That the property described in schedule – A hereunder is free from all encumbrances like mortgage , lease, lien charge, etc.,
3. Prior to execution of this development agreement the landowner has not sold transferred or conveyed the schedule 'A' property or part thereof to any party person or concern nor entered in any agreement for transfer with any one also and the said property is free from all encumbrances, charges, mortgages, litigations or pending suit / case in any court or office.
4. The landowner hereby assure the developer to execute or sign any further paper, document etc. In favor of the developer and for the construction and development of the proposed building to be constructed thereon.
5. During the period of construction if any dispute arises regarding title of the property in that event the landowner shall handle the situation without taking any further consideration from the developer and resolve such dispute on his own cost.
6. During the construction of the building the owner shall extend all possible help for progress of construction of the building and should not cause any hindrance for construction of the building.
7. The power of Attorney shall be executed and registered after sanction of building plan by Dhanbad Municipal Corporation in order to enable the developer to construct the multistoried building.



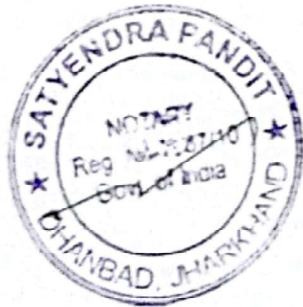
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[Signature]
Partner

Wilam Singh
Shyam Narayan

THE DEVELOPER AND BUILDER / DEVELOPER HEREBY DECLARES AND CONVENANTS:-

1. That the developer will be entitled to enter into agreement with various intending buyers and to receive booking amounts, installments, part or full payment from such buyer/s or transferees, lessees in case of lease against construction and disposal of the proposed flats, falling to their share i.e. the Developer's allocation save and except the owner's allocation and shall take all responsibilities for construction of the proposed multistoried building.
2. The expenses that may be incurred towards preparation of building plan, passing of such plan or plans, payment to architect, civil engineer, demolition of present structure, labours workmen guards, purchase of building materials, fixtures, fitting installations and/or other service connection to be installed therein documentation any miscellaneous charge levied, fines, penalties imposed by municipality or any other authorities during the construction of the said building and would bear all expenses for execution and registration of the power of attorney to be fully borne by the developer only.
3. The Developer shall arrange for proper water line, fixtures, fittings, installation of electricity.
4. The developer shall construct the entire building in respect of developer's allocations and owner's allocation with same standard as shown in the procedures and requirements of sanctioned plan of DMC.



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A. Kumar
Partner

Miloon Singh
Shyam Narayan

BOTHE THE PARTIES HEREBY DECLARE AS FOLLOWS:-

- a. Neither parties of the first part and / or the second part shall sale and transfer the proposed allocation of each others to any or more party or parties.
- b. The parties shall be fair and honest and none of the parties shall cheat, deceive and deprive the other so far as the standard of construction and other matters.
- c. The parties shall put and render their sincere efforts for the great success of the development project.
- d. The developer shall or may publish in news paper or any media for disposing of its / their area i.e. the developer's allocation to the intending buyers or parties, the developer shall or may raise funds from the intending buyers or any part and/ or financial institutions at their discretion and risk for which owner's have no objection.
- e. In case it transpires that the premises mentioned to the schedule 'A' hereunder written is not free from all encumbrances, charges or liens and there by any suit or case and / or defect title of the parties of the first part in that event the owner shall fully liable jointly and shall be sound to make good of all compensation or damages that may be incurred to get the said dispute settled.
- f. The developer shall construct the building as per plan approved by DMC and as shown in brochures so far as specification are concerned.
- g. The parties hereto shall have harmless and keep indemnified each other against any loss, damage, incident suit or proceedings.



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[Signature]
Partner

Milam Singh

Shyam Narayan

- h. The parties may alter or amend any terms of this development agreement and/ or to include any further terms therein later if found necessary that the written consent of the both parties.
- i. The roof right of the building shall be joint between the owner and builder.
- j. If any accident takes place while the building is constructed it shall be the full responsibility of the developer.
- k. The parties hereof including their respective heirs, successors, successors-in-office- administrator's legal representatives and / or persons claiming through or in trust of them shall comply honor and abide by all the terms of this Agreement.
- l. All disputes and difference arising out of this agreement between the parties regarding the performance including non performance of this agreement, interpretation of terms and conditions herein contained shall be referred to the arbitration of sole Arbitrator to be appointed jointly by both the parties or in the event of any difference between them in the matter of appointment then through the process of court of law and the decision of such arbitrator shall be final and binding on both the parties.

SCHEDULE 'A'

Within district Dhanbad, district sub registry office- Dhanbad, P.S. Saraidhela, Mouza- Saraidhela (Mouza No. 08), land measuring 16.85 decimal land being portion of Khata No 102 (Old) & 241 (New), plot No. old No. 3505 and new plot no. 2985 of Mouza



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[Signature]
Partner

Nilesh Singh
Sly Nanyan

Saraidhela, P.S. Saraidhela, Dist- Dhanbad , butted and bounded as follows :-

North : 11 Feet wide Road,

South Part of Plot No 3506,

East: Part of Plot No 3505,

West:- 25 Feet wide Road.

SCHEDULE 'B'

OWNER'S ALLOCATIONS

The Builder shall deliver 35% out of the total Nos. of constructed, consisting of parking other built up area out of the total Nos. of flat and the same proportions of parking on the proposed building which is to be specifically whom in the supplementary agreement to be executed after approval of the building plan.

SCHEDULE 'C'

DEVELOPER'S ALLOCATION

Save and except the owner's allocation as stated herein above in schedule 'B' the remaining constructed Flats, i.e. 65% of the total nos. of constructed Flats, consisting of parking, Flats and roof right, to be constructed over the Schedule 'A' below premised right to egress and ingress common right, stair space which will be specifically shown in subsequent agreement to be executed between the parties after plan is approved by DMC.



OFFICE
Partner

Guloom Singh
Sujay Narayan

TECHNICAL SPECIFICATION OF COMPLEX BUILDING

WALL FINISHING (i) All Internal walls and ceilings cement plastered & finished with Plaster of Paris

(ii) All External walls finished with Putty And Weather coat
Paint .

DOORS Door frames (Chawakats 3' x 3' size) of Sal / Kapoor Wood in all bed Rooms & Drawing rooms and Kitchen & Toilets 3' x 2' size with 30mm thick Factory made Flush doors shutters commercial ply (both sides) Single leaf With standard fitting.

WINDOWS UPVC with standard fitting with M/S Grills.

FLOORING & SKIRTING

(A) Flooring and Skirting's to all bed Rooms, Drawing & Dining Rooms, balconies, etc. Vitrified Tiles (Double Charged) up to 2'0" x 2'0" , and height of skirting's up to 4'.

(B) Flooring of toilets and kitchen will be Antiskid tiles up to 1'0" x 1'0" size and skirting of toilets Glazed tiles (14" x 10" size) up to door height and Skirting's of kitchen will be up to 2' 0" height above working platform with glazed tiles 14" x 10" size.

(C) Flooring of stair case & lobby with marble/ ceramic tile up to 1' x 1' size and skirting up to 6" heights.

(D) Flooring of all other common places with IPS & skirting with smooth plaster up to 6" height.



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A. Kumar
Partner

Nitam Singh
Slym Nangal

Toilets/Bath Rooms (E) One Toilet with EWC and one Toilet with IWC with PVC cistern (Hindware/ Perryware) and For water supply ISI quality G.I.Pipes, and Geyser Point to each toilet, hot & cold plumbing bathing & wash basin, shower with hot & cold manually mixing arrangement shall be provided quality of C.P. Fittings will be as per builder's choice. (F.W.C./IWC/Wash Basin will be White Glazed)

Kitchen (F) Marble/ Granite tiles on working platform along with steel sink with a tap. R.C.C. Shelves at lintal level of one wall will be provided for Adequate storage space (Open)

Car Scooter Parking (G) Parking places Will be available on Basement / Underground (Without any partitions walls) 150sft. Area approx for car / Scooter.

BALCONY (i } 3'0" height wall partially of bricks walls and partially railing with Toughen Glass.

ELECTRIC WIRING (J) Concealed PVC conduct wiring using copper conductors, with standard quality of modular electrical switches and accessories (Fans, fixtures and meter connection not included.)

CONVENIENCES

- Silent Generator for common service and emergency lighting to flats upto 3 amps (750 watts).
- Lift one no. (Six persons) Automatic.
- All Flat A.C. wiring Point in Master Bed Room.
- C.C.T.V. camera on Main gate for security



Note (i) All specifications, sizes and layouts are Subjects to variations, additions and modification.

(ii) Extra work/Special kind & type of finishing on written request by Flat owner and will be charged as extra on advance payment. (Extra work mean as if possible.)

SERVICES

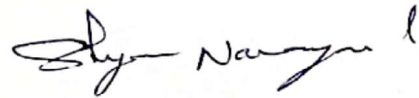
Water Supply :- 24 Hours water supply through own tube well and head tank.

Drainage & Sanitation:- Drainage System around the Building & Sewerage system with septic Tank.

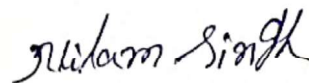
Security Guard :- Guard Room will be provided at main gate.

IN WITNESS WHEREOF both the parties hare hereunto set and subscribed their hands at Dhanbad on this the day, month and year first above written.

WITNESSESS:

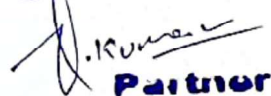


Signature of Land Owner No 1



Signature of Land Owner No 2

OM REALTY


Partner

Signature of Builder/Developer

Identified by

D. S. Dey

Advocate Dhanbad

Enr No 61790

20.9.22




NOTARY
DHANBAD

Authorized
u/s 237 (i) (c) of the Cr. P.C. 1973
(Act No 11 of 1974) & u/s (8) (i)
of the Notaries Act 1952
(Act No 53 of 1952)