

3264

2958



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 58327d67c1a2019745b3

Receipt Date : 23-May-2023 03:06:10 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

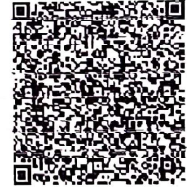
Token Number : 202300067201

Office Name : SRO - Dhanbad

Document Type : Development Agreement

Payee Name : MS STAR DEVELOPER REPRESENTED
THROUGH ITS PARTNER VIJAY KISHORE
SAHAY (Vendee)

GRN Number : 2317346669



-: For Office Use :-

यह रसीद निम्न 21 में वर्णित शीर अधिनियम,
भारत के अधिनियम 1999 के अधिनियम
के अन्तर्गत 1 या 1 क 5 के अधिनियम
के अन्तर्गत स्टाम्प लगाया गया है। अर्थात् तिकर
नरथी में विमुक्त है या स्टाम्प शुल्क अधिनियम
में है।

निम्न परामर्श

Vijay Kishore Sahay
Robby Sahay
Shikha Sahay
Ajay Kumar Sahay
23/5/2023

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 दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



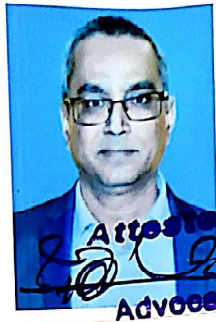
23-05-23 10-00 = 1.00
 अंकित 20...
 अ कापीलर धनबाद जिला अवर
 द्वारा प्रमाणीकृत मुद्रांकन
 अस्थिकाशियों या दाखिलों में से
 शिना/पति का नाम श. कन्हैया लाल सिंह
 पता गोलाजठ धनबाद जिला धनबाद
 पेशा में नियुक्त न होने पर कया।

अधिकारी का हस्ताक्षर
 23-05-23

अधिकारी का हस्ताक्षर

Signature
 23/5/23





Bejay Sahay
Rakesh Kumar

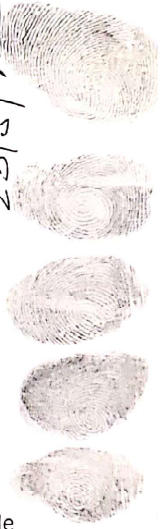
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AND

Vijay Kishore Sahay
Rubi Sahay
Sikha Sahay

Vijay Kishore Sahay

23/5/2023

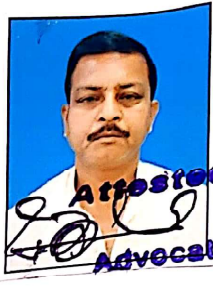


M/S STAR DEVELOPER, a partnership firm registered under Partnership Act 1932, vide registration No. DEV/2042/0023/2018, having its registered office at Sahay Bhawan, Ram Nagar, Near Kali Mondir, Pandarpalla, P.O. B. Polytechnic, Dist. Dhanbad, Jharkhand represented through its Partner (!) **Sri Vijay Kishore Sahay**, (Aadhaar No. XXXXXXXX5901) son of Late Awodh Kishore Sahay, by Occupation Business (2) **Smt. Rubi Sahay**, (Aadhaar No. XXXXXXXX5191) Daughter of Late Bishundeo Narayan, by Occupation Business, (3) **Smt. Sikha Sahay**, (Aadhaar No. XXXXXXXX0031) Daughter of Ram Lakhan Prasad, by Occupation Business, (4) **Sri Ajay Kishore Sahay**, (Aadhaar No. XXXXXXXX2186) Son of Late Awodh Kishore Sahay, by Occupation Business, all by faith Hindu, by category General, resident of Sahay Bhawan, Ramnagar, Pandarpala, Near Kali Mondir, P.O. B. Polytechnic, Dist. Dhanbad, Jharkhand, hereinafter referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and interests, liquidators, nominees and/ or assigns) of the **OTHER PART**;

WHEREAS:

A. That the lands within Mouza Baramuri Mouza No. 03, under C. S. Khata No. 29, R. S. Khata No. 220, C. S. Plot No. 91 and 100, R. S. Plot No. 110, measuring an area 10 Katha or to say 16.47 Decimals, (under schedule) were duly purchased in the name of mother of the Land Owner hereto Smt. Hemanti Singh by virtue of Registered Sale Deeds No. 6307 & 6308 dated 04.07.1987, Registered at Dhanbad Sub-Registry office; And

Smt. Hemanti Singh, died leaving behind his two sons namely Sri Sanjay Kumar and Rakesh Kumar (the Land owner hereto), who inherited the same from their deceased mother and are in peaceful possession over the same by getting their name Mutated vide Succession Mutation Case No. 5746/2022-23 and paying rent under Volume No. 8, Page No. 74;



Sanjay Kumar
Rakesh Kumar

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M/S Kishore Sahay
Ruby Sahay
Shikha Sahay

Application by
28/5/2023

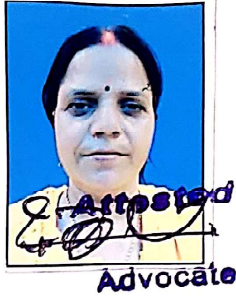


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B. That Sri Sanjay Kumar and Sri Rakesh Kumar are the land owner of the property which is now vested with the owners / landlords mentioned hereinabove referred to as the owners/ landlords. The Owners / Landlords got their name Mutated against the aforesaid land in the Serista of the Land Lord the Sate of Jharkhand, vide Mutation Case No. 5746/2022-23 and paying rent under Volume No. 8, Page No. 74 and accordingly the Landlord / Owner have acquired absolute and exclusive right, title, interest and possession over the entire Raiyati lands in question.

The facts described above mean and conclude that Sri Sanjay Kumar and Sri Rakesh Kumar are the rightful OWNER of the aforesaid land measuring 16.47 Decimals.

- C. WHEREAS, the Owner had been in search of a Developer to develop the land described in the Schedule of this Development Agreement into a Multistoried Building (Commercial and/ or Residential) Complex.
- D. The Developer, **M/S STAR DEVELOPER**, approached the present owners and offered to Develop the property by erecting new multistoried buildings thereon on the terms and conditions mentioned hereafter.
- E. Owner have represented to the Developer as follows:
 - I. That the Owners are absolute seized and possessed of the piece and parcel of land measuring 16.47 Decimals morefully and particularly described in Schedule hereunder written and hereinafter referred to as the said premises.
 - II. That the said Premises is free from acquisition and/ or requisition in any nature whatsoever.
 - III. That the said Premises is not effected by any Road Alignment.
 - IV. That the Landlords have not entered into any agreement with any person in respect of the said property or created any charge on the said property and during the pendency of this Agreement for development the Owners shall not enter into Agreement with any other Developer or Promoter or create



Anupam Singh
Ramesh Kumar

- 4 -

M/S Kishore Sahay
Rubi Sahay
Shikha Sahay

Rubi Sahay
23/5/2023

- any charge in respect of the proposed multistoried building to be constructed by the Developer on the said piece of land.
- V. That no notice of attachment, requisition, acquisition received from any Competent Authority in respect of the said premises.
 - VI. There is no embargo and or outstanding dues in respect of Income Tax of the Owners and/ or any notice of attachment as being received from Income Tax Authority under the provisions of the Income Tax Act 1961.
 - VII. That the Land Owner shall comply with all requisition for the purpose of development of the said premises.

DEFINITION

Unless these presents it is repugnant or inconsistent with:

- I. OWNER shall mean the Land Owners mentioned in this indenture hereinabove and/ or its successors in interest, legal representatives, and assigns.
- II. DEVELOPER shall mean **M/S STAR DEVELOPER** and its successors and interests, liquidators, nominees and/ or assigns;
- III. PREMISES shall mean all that the Land and Premises mentioned in the schedule hereunder within the limits of Mineral Area Development Authority/ Municipal Corporation Authority within the District of Dhanbad and particularly described in the schedule hereunder written.

NOW THIS AGREEMENT WITNESSETH AND PARTIES MUTUALLY AGREE ON THE FOLLOWING TERMS AND CONDITIONS:

That, in view of the said Agreement for development and construction of a multistoried complex over the schedule land of this Development Agreement proposed to any construction whichever is beneficial to Developer and as per the approval of competent authority i.e. Mineral Area Development Authority/ Municipal Corporation and in lieu of which the Developer will hand over to the Owners share i.e. **40%** of the Super built up area in the building to be constructed in the schedule land.



Signature
Signature

- 5 -

W. Kishor Sahay
Ruby Sahay
Shikha Sahay

Shikha Sahay
23/5/2022



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1. That, the Owners have agreed to handover the peaceful possession of the scheduled Land of this Agreement to the Developer within a period of three days from the date of Signing this Agreement and have allowed the Developer to go ahead with the development work.
2. That, the Developer will construct multistoried building (commercial and/ or residential) complex and shall get the plans approved from the competent authority at their own cost.
3. That, the Developer undertakes and agrees to hand over the Owners only 40% Super built up area in the multi storied complex to be constructed on the land of the owner, for the development on the land of 16.47 Decimals.
4. That, the Developer may construct of any kind including commercial or residential, on which the Owner shall not create any interference or objection for the type or quality of the construction.
5. That, the multistoried building over the schedule land of this agreement constructed at the cost of the Developer shall become the exclusive property of the Developer. The land Owner will not have any physical or legal claim over it and right, interest, title shall accrue upon the Developer in respect of the multistoried building to the extent of 60% as aforesaid, constructed saleable area of the said building complex, which shall be exclusive property of the Developer, with the exclusive right, title and interest upon which the Owners shall not have any sort of right, title or interest in any manner, except their share of 40 % Super built up area in the building.
6. That, all the owners of shops / offices / flats / multiplexes or whatsoever will have equitable right, interest, title over the common area like passage, garden, terrace, lift, guard room, generator etc. after the units of the complex are sold to them respectively.
7. That, the Developer agrees and undertakes that the time is the essence of the contract and the Developer will hand over the owner's share of 40%, to the Owner as per this agreement irrespective of status or progress of the construction. The Developer shall construct the said building complex as per specifications and approved plan of the building by the competent authority within a period of 36



Handwritten signatures and scribbles in blue ink.

- 6 -

Handwritten names: Nishu Kishore Sahay, Ruby Sahay, Shikha Sahay

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Handwritten signature: Nishu Kishore Sahay

Handwritten date: 23/5/2023



- months (in addition to that a grace period of 6 months will be given) from the date of finalization of approval from the Competent authority, i.e. Nagar Nigam/Dhanbad Municipal Corporation, for the said construction of the building over the schedule land.
8. That, the Developer undertakes and agrees that they will get the drawings of the proposed apartment over the schedule lands of this agreement duly approved by the competent authority (Nagar Nigam) at their own cost.
 9. That, the Developer will be at liberty to generate funds by advertisements, selling, booking, mortgaging of shops / offices / flats of the proposed building of the total constructed area for the purpose of speedy construction and timely completion of the said building complex as per approved plans and specifications at its own responsibility and risk keeping no concern with the Owner.
 10. That, the Owner agrees and assures to hand over to the Developer the vacant and peaceful possession over the schedule land of this Development Agreement for the purpose of development of the said building complex within three days after the signing of this Agreement to facilitate them to build the basic infrastructures for the speedy and timely construction of the said Apartment, like digging tube wells and removing the debris and strengthening and rising the existing compound wall and construction of the site office, labour shed etc.
 11. That, there will be no need to execute the Registered Power of Attorney in favour of the Developer and this deed of development agreement is sufficient for sale/ mortgage of the units of the said building complex over the schedule land of this Agreement and to facilitate the speedy construction of the said building complex for which Developer and _____ shall bear and pay all costs of incidental, stamp and registration etc.
 12. That, the Developer may take loan or financial assistance from any Bank/ Financial Institution for the speedy construction of the said building complex at its own risk and consequence and for the repayment of which the Owner shall not be held responsible at any score, whatsoever.
 13. That, the Developer undertakes to obtain all sorts of Government clearances and Government sanctions from the concerned competent authorities for the proposed

Rajeev 13
Suresh Kumar

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Vijay Krishna Sahay
RUBY SAHAY
SWIKHA SAHAY

Signature Sahay
28/5/2023

construction of the multistoried building complex over the schedule land of this agreement at their own cost and Owner shall not be liable for reimbursement of any costs, charges and expenses for any reason.

14. That, the Owner will not be held liable and responsible for any payments to be made whatsoever to the laborers, material suppliers and the staff employed by the Developer and the dispute/ differences related thereto and accrued thereupon to any Government Agencies or any local bodies in respect to the proposed construction over the schedule land of this Agreement and that will be the sole responsibility of the Developer including all legal consequences related thereto and Owner shall not be responsible for the same.
15. That, the Owner will not be liable or responsible for any untoward incident or accident etc. that may occur during the construction work of the said building complex and the Developer will be solely responsible for the same and indemnify the Owner in case of any such eventuality.
16. That, the Developer shall abide by the specifications and ensure good quality of the proposed construction of the entire building and both the Owner and the Developer shall strictly abide by the terms and conditions as agreed upon in this Agreement.
17. That, the Developer shall be solely entitled for booking and sale of units of the building complex and to receive the payments in lieu of such sale/ booking of the units, for only his share and the land owner is also entitled for the same.
18. That, the Owner shall not be held responsible for any dispute between the purchaser of the units and the Developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchasers.
19. That, the Developer's liability for the payment of taxes with respect to the newly constructed building over schedule land shall cease after the handing over the units to the respective buyers and then onwards it will be the responsibility of the respective owners to pay the Government Taxes.
20. That, the land Owner do hereby declare that the schedule property is free from all encumbrances, debts, liens, charges etc. and the land Owners have absolute marketable title over the schedule land of this Agreement and no legal case,

Vijay Kumar
RUBY SAHAY

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Vijay Kumar Sahay
RUBY SAHAY
SHIKHA SAHAY

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Shikha Sahay
28/5/2023

cases, suit are pending before any legal Court of Justice in respect to schedule land of this Agreement.

- 21. That, in case of any dispute between the Owner and the Developer with regard to the terms, of this agreement for developing the same will be adjudicated by the arbitrator appointed one each by either parties whose decision shall be binding and conclusive. In case of disagreement with the decision of the arbitrators, one common arbitrator with the consent of the appointed arbitrators will be appointed for final decision and the majority decision of all the arbitrators shall be binding on both the parties.
- 22. That if any litigation or dispute arises in the schedule land or for any reason plan will not be sanctioned by the competent authority, in that case the owner shall refund all amount invested by the developer or to compensate the developer in every respect.
- 23. That on death of the owner her legal heirs and successors shall bound by the agreement and they shall abide by the terms and condition of this agreement.

OWNER'S FURTHER OBLIGATION

The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building construction on the said plot by the Developer agreement if anything is not going against the spirit of this agreement.

The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/ or disposing of the whole premises.

The Owners hereby agrees that the Developer may mortgage or create any charge of the said premises including construction to any bank or financial institutions to meet its financial requirements.

The Owners hereby agree and covenant with the Developer to execute all papers including the deed of conveyance that may be necessary for transfer the

Rajeev K
Rajesh Kumar

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Vijay Kumar Sahay
Ruby Sahay
Shikha Sahay

Shikha Sahay
03/5/2023

respective unit in favour of the purchaser/ assignees/ transferees nominated by the Developer in respect of the Developed Construction over the scheduled land.

That the owner shall pay the proportionate charges with developer for the cost of Lift, Generator, transformer and development agreement registration cost, and if fails so it will deducted from the share of constructed area of the owner and the cost will be fixed as @1500/- per square feet.

DEVELOPER'S FURTHER OBLIGATION

The Developer further agrees and covenants with the Owner to get the subject project cleared by all authorities that may be necessary for the purpose of construction.

The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions or rules applicable for construction of the building as a result of which the obligations and liabilities will accrue upon the Owners.

That the share allocation of the owner and developer shall be done on mutual consent of both after sanction of building plan from the competent authority.

24. OWNER'S INDEMNITY

The Owner hereby indemnifies the Developer of any defect in the title of the Property and marketability of the title.

The Owner hereby undertakes and indemnifies the Developer that the Developer shall be entitled to the said construction and shall enjoy the whole premises without any interference or disturbance provided the Developer performs and observes and fulfills all the terms and conditions herein contained and/ or their part to be observed, performed and/ or fulfilled.

Vijayprakash
Sachin Kumar

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Vijayprakash Kumar
Rubi Kumar
Shikha Kumar

Vijayprakash Kumar
23/5/2023

25. DEVELOPER'S INDEMNITY

The Developer hereby undertakes to keep the Owner indemnified from and against all third parties' claims and actions arising out of any part or act or commission of the Developer in or relating to the construction of the said building complex.

26. MISCELLANEOUS

It is agreed between the Land owners and developer that the name of the building will be "SHIVALAY KANHAIYA". It is agreed that the Developer and/ or the Owner shall incorporate a clause in their respective document so that successor in interest does not change the name of the building once the same is completed.

It is agreed between the parties that in case of registration of these present, the Stamp Duty, registration Fees & other misc. expenses including lawyer's fee for Registration of this Agreement as contemplated under this agreement shall be paid by the Developer.

It is agreed that the Developer is free to purchase or take on development agreement from other party/ parties, any land which is adjacent/ connected to the scheduled land. The Developer shall be free to develop comprising the land taken from other vendor(s) and scheduled premises being taken from the Owner and the scheduled premises may be used for entry/ exit purpose to other lands acquired from other vendor(s), and in this regard the Owner will not have any objection or will not raise any claim.

It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owner shall execute additional power of attorney and/ or authorization as may be required by the Developer for

Sanjay Kumar
Rakesh Kumar

- 11 -

NH W Rakesh Kumar
Ruby Sanyal
Shikha Sanyal

Shikha Sanyal
23/5/23

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the purpose and the Owners also undertake to sign and execute all such acts, deeds, matters and things if, the same do not in any way infringe and/ or affect the rights of the Owners in respect of the said plot and/ or go against the spirit of this Agreement and the Owner hereby indemnify the Developer for the above.

Any notice required to be given by the Developer shall be deemed to have been served on the Owners if, delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and on the Developer if, delivered by hand or sent by prepaid registered post with acknowledgement due to the known address which appears in this agreement.

It is hereby agreed between parties that the Developer shall have absolute right to transfer all the rights and interests of this agreement along with the possession of the scheduled premises to its nominee(s)/ assignee(s) which may be any group concern, other firm/ company or any individual on exclusive decision of the Developer, and such nominee(s)/ assignee(s) shall be restricted to the covenants of this agreement. The Owner shall execute needful legal/ formal document with the nominee(s)/ assignee(s) of the Developer and shall also assist on any further requirement in this regard.

27. FORCE MAJEURE :-

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/ or any other act or commissions beyond the control of the parties hereto.

That The developer shall pay the land owner a sum of Rs.15,00,000/- only as interest free security deposit, (Rs.2,50,000/- only paid to Sri Sanjay Kumar vide Cheque No. 057244 dated 23.05.2023 of Central Bank of Indian, Rs.2,50,000/- only paid to Sri Rakesh Kumar vide Cheque No. 057245 dated 23.05.2023 of

[Handwritten signatures]

- 13 -

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[Handwritten signature]

RUBY SAHAY

SHIKHA SAHAY

[Handwritten signature]

23/5/23

Dhanbad, within Dist. Dhanbad, Jharkhand being butted and bounded by :-

North : 20 feet wide road.

South : Colony Plot No. 39 & 40.

East : 14 feet wide road.

West : 14 feet wide road.

Registration fees paid on Govt. value of land (commercial other road) which comes to Rs.1,60,48,000/- only

IN WITNESS WHEREOF the parties hereto have signed this Development Agreement at Mumbai on 23rd Day of May 2023 in presence of the witnesses, named hereunder:-

WITNESSES:

1. Anoju Kr Sinha
S/o Shambhu Sharan Sahay,
Cheneli Tower Sarai
Kela
2. [Signature]
S/o Y. N. Pallickar
Hiranagar Shankar

Certified that the finger prints of the left hand of the parties, whose photograph is affixed in the document have been duly obtained before me :-

[Handwritten signature]
23/5/23
[Handwritten signature]

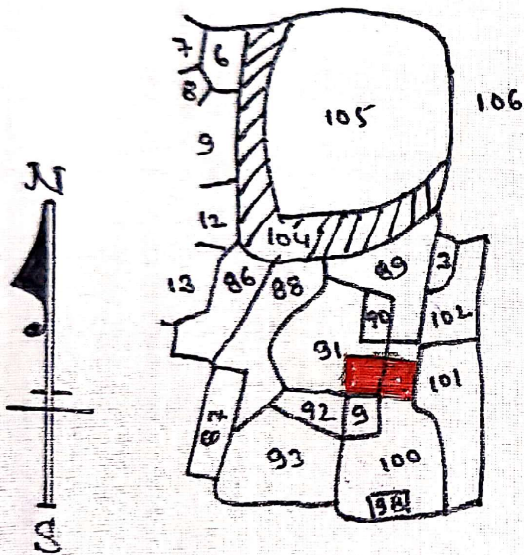
Plan showing the land on Mouza:- Baromuri, Mouza no.1-3,
 under New Khata no.:- 220, old Khata no.1- 29, New
 plot no.1-110, old plot no.1- 91 and 100, Area:- 16.47 decimal

Bearing Deed no.:- 6307, and 6308 of dated:- 04.07.1987,

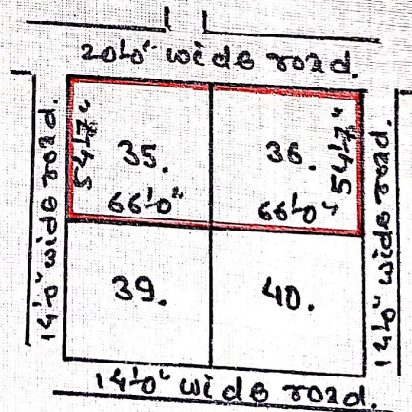
Owner's:- (i) Sri. Sanjay Kumar, (ii) Sri. Ramesh
 Kumar s/o Late Raghaiya Lal
 Singh of Nawagarh, Fularitand,
 P.N.:- Madhuban, dist.:- Dhanbad.

Boundary:- North:- 20'-0" wide road,
 South:- colony lot no.:- 39 and 40,
 East:- 14'-0" wide road,
 West:- 14'-0" wide road,

Shown in red.



Scale:- 16" = 1 Mile



(Not to Scale)

Traced By:-

Biplab Majumdar

(Amin)

Jharkhand Govt. Regd. No.-113/04-05

Registry Office, Dhanbad