

# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NOTARY  
DHANBAD

NON JUDICIAL

**Receipt Number :** c8ba51cab9b1e793662a

**Receipt Date :** 10-Sep-2022 09:52:13 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 :** MS SWASTIK BUILDCOM

**Purpose of stamp duty paid :** DEVELOPMENT AGREEMENT

**First Party Name :** AS APPLICABLE

**Second Party Name :** MS SWASTIK BUILDCOM

**GRN Number :** 2213415299

06 MAR 2023

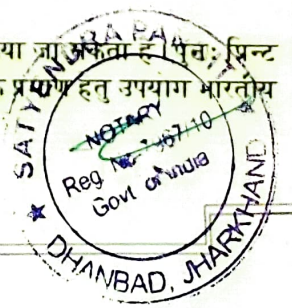
∴ This stamp paper can be verified in the jharnibandhan site through receipt number ∴

Amrendra K. Singh  
Narendra K. Singh  
Jitendra K. Singh  
Mahadev K. Singh



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 प्रयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। प्रिन्ट कर, स्केन 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।



Amrendra ko Singh

Narendra Kr. Singh

Jitendra ke Singh

Mahadev Mandal

## Development Agreement

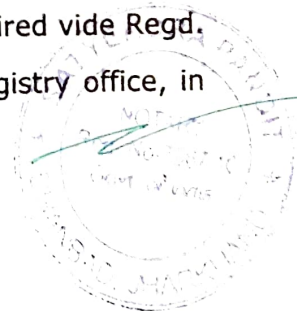
This Development Agreement is executed and entered on 10<sup>th</sup> Day of September month 2022, at Dhanbad in between: -

1. Sri Amrendra Kumar Singh (UID- 8424-5562-9646) 2. Sri Narendra Kumar Singh (UID- 2228-8350-1274) 3. Sri Jitendra Kumar Singh (UID- 4856-4113-7626) All S/o Durga Prasad Singh; by faith- Hindu, by Occupation- Business; Resident of Golmara P.O Pargha P.S Baliapur Dist Dhanbad [Jharkhand] hereinafter called THE OWNERS of the ONE PART

A N D

SWASTIK BUILDCOM (PAN -AEWFS5140R) having its Reg. Office at Main road Saraidhela, P.s. & P.S.- Saraidhela, Dist.- Dhanbad (India) represented by its Partner Mr. Mahadev Mandal, son of LATE ATUL CHANDRA MANDAL, by faith Hindu, By caste Sumandal, by occupation Business, resident of Saraidhela, P.S.- Saraidhela, Dist.- Dhanbad, hereinafter called the BUILDER/DEVELOPER of the OTHER PART.

WHEREAS the land which is more fully described in the schedule below of Khata No.-47; Mouza No.-8; Plot No. 3308; Area - 600 Sqft of land, acquired vide Regd. Sale Deed no. 3114 Dated 01/04/1991, registered at Dhanbad registry office, in



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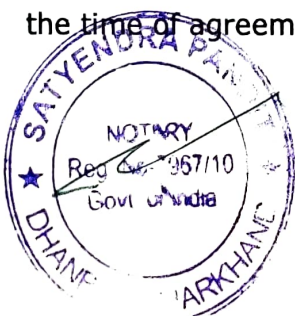
favor of vendor and whereas the vendor is inheriting and enjoying the same peacefully by virtue of inheritance.

And whereas the owners of land became the sole and exclusive owners of the land and are in peaceful possession thereof.

And whereas the land owners became desirous to develop the land by the support of another party, because the first parties are not in a position to invest heavy amount out of their own resources.

And whereas the second party/builder/developer knowing the intention of the first parties/ owners have agreed to develop the land by way and whereas the party of constructing Commercial units.

Whereas the party of the one part hereto is the exclusive and absolute owner of the property full described in the schedule of this Agreement by exercising divers acts of ownership and possession. The land is free from all encumbrances and is fit for construction of the proposed building on the land in question and also there is no dispute as regards rights of land as and the building on the land in question and also there is no dispute as regards rights of land as and the owner to have the responsibility to keep the developer indemnified all the times and if any dispute arisen within the family. If there will be any dispute regarding land, the land owner will be totally responsible. The land owners are agreed to give all the papers of land (Deed, Mutation, & current rent receipt) at the time of agreement.



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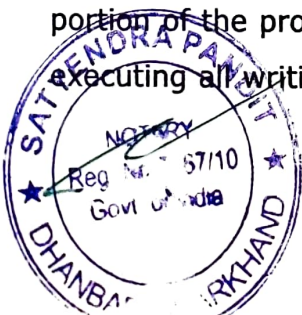
Mahadev Mondal

AND

Whereas the developer has agreed to develop the said land and to construct a multistoried building with commercial system with object of selling such commercial building.

Now these presents witnesses and the Parties hereby agreed as follows:-

1. That, this agreement for development and construction is being made on the express understanding at the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer.
2. That, the Developer hereby agrees and undertakes to obtain necessary sanction and permission for construction of multistoried building by MADA / DHANBAD Municipal Corporation, Concern Authority, and Town Planning Department on the premises fully described in the Schedule of this agreement.
3. That, consideration of the land owner having agreed to entrust to the developer the development of their land fully described in the Schedule and construction of the said multistoried building at the said premises and in connection therewith, authorizing the developer to exercise the rights, powers privileges and benefits of the owners and the owner executing a power of Attorney its favor for the purpose of transferring, selling / mortgaging / conveying and/or assigning the Developer's portion of the proposed Land and/or building for the said purpose for signing and executing all writings, agreements, conveyances / mortgage and or other transfer



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documents and perfecting such deeds and developments and writings by requisition thereof.

4. And whereas it has been decided between the owners and builders and the percentage of the construction will be as under :

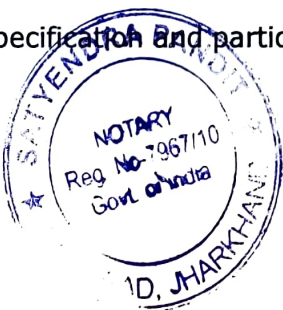
50% share of total built up area of the commercial space in the premises will be land lords share and 50% share will be of Developer's share. i.e.

5. Within 36 months of the completion of the said Building, after passing the Map by MADA / Dhanbad Municipal Corporation. (With one year Grace Period )

6. That the Land owners will be entitled to hold, enjoy and possess their respective 50% commercial share in the built up area in building by sale, gift, mortgage or other wise to any party or parties, similarly the builder will also be entitled to dispose, sale, gift, rent / let out / mortgage of his 50% commercial share to anybody or person or persons as per its choice in which neither the owners nor their any heir or successors will claim or create any obstruction in it and in case detected it will be treated as null and void.

7. That, the agreement of development shall be registered as per provision of section 7 Jharkhand Apartment Act 2005 (Jharkhand Act 11/2005)

8. That, the development of the said land and construction of multistoried building thereon would be according to plan to be sanctioned/approval according to the specification and particulars given therein.



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9. That, the developments of the said land and construction of the said multistoried building would be at the sole risk and expenses of the Developers would comply with all statutory provisions, rules and regulations in relation thereto and the owners of land shall not be held liable for the same in any manner but shall always co-operate with Developers.
10. That, all the Shop owners will have equitable right, title, interest over the common areas like passage, garden, common passage, lift, guard room, generator etc. after the said shops of the Building are sold / let out to them respectively.
11. That, the developer will positively construct the said apartment as per specification and Approved plan of the apartment by the competent authority within 05 years after passing the MAP by Dhanbad Municipal Corporation for the said construction over the schedule land in this agreement. The developer shall insure that the processes of approval of plan by Dhanbad Municipal Corporation shall not to be more than four months approx.
12. That, owner hereby gave permission to Developer to enter the said property for the purpose of development and construction of the multistoried building.
13. That, owner shall authorize the developer to do all such acts & things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the Building of Shops to be constructed on the said premises.
14. That, owners shall have right to inspect the construction work, time to time, applications for lay-outs subdivision, construction of the building and other



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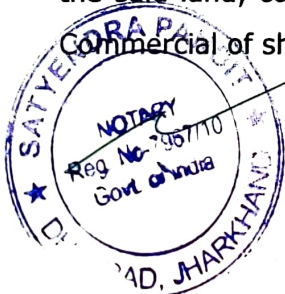
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Mahadev Manday

applications necessary to be submitted to the authorities concerned at the request of and all the cost of Developer.

15. That, the developer and owner hereby covenant with each other that the total period of construction work of the said Building should not be more than five years after passing the Map by DMC (Dhanbad Municipal corporation).
16. That, the owner shall not be liable for any action, fines, penalties or cost and expenses for any violation of any statutory provisions in relation to the said development and construction by the Developer.
17. The owner shall not object to any construction or laying of sewerage, drainage, water pipes, cable or other provisions made in accordance with the law and scheme of construction of the said multistoried building.
18. That, the developer will be at liberty to generate funds by advertisement/selling/ booking/Mortgaging of shops / area / site of the proposed Building and / or Land for the purpose of speedy construction and timely completion of the said apartment as per approved plans and specification.
19. In Case any litigations, nuisance, disturbance raised in the said land then the Land owner (First Party) has to return the total Loss (including cost related to develop the said land) with Bank interest of 18% to the developer immediately.
20. That, owner shall execute the necessary power of attorney authorizing the developer to do all such acts & things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the Commercial of shops to be constructed on the said premises.



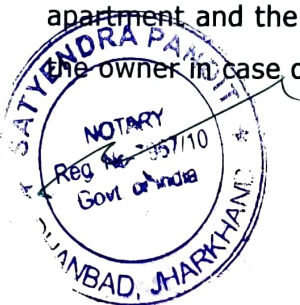
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21. That, the owner undertakes to execute the registered power of attorney in favour of the developer to be used for sale/mortgage of commercial shops / area / site of the said Land and / or building over the scheduled land of this agreement.
22. That, the copy of the power of the attorney and the agreement copy will be given to the owner by the developer.
23. That, the developer in respect of the above-mentioned power in this agreement further undertakes to indemnify the owner against any loss or liability arising out of the Sale/ Mortgage of the said shops to the purchasers.
24. That, the developer undertakes to obtain all sorts of Government clearances and Govt. sanction from the concerned competent authority for the proposed construction of the multistoried apartment over the Schedule land of this Agreement at its own cost and responsibility.
25. That, the owner will not be held liable and responsible for any payments to be made whatsoever to the labourer, workers and staff employed by the Developer and to any Government Agencies or any local bodies in respect to the proposed construction over the Schedule land of this Agreement & that will be the sole responsibility of the developer.
26. That, the owner will not be held liable and responsible for any untoward incident or accident etc. that may occur during the construction work of the said apartment and the developer will be solely responsible for the said and indemnify the owner in case of any such eventuality.





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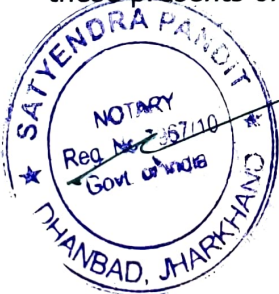
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27. That, the developer shall abide by the specifications and good quality (ISI approved) of the proposed construction of the entire building and both the owner and developers shall strictly abide by the terms and conditions as agreed upon this agreement.
28. That, the developer shall be solemnly entitled for booking and sale of shops and to receive the payment in lieu of sale/booking of this proposed building built at the cost of the developer.
29. That, the developer undertakes to keep the owner fully indemnified against and harmless from any losses, costs, charges, expenses or claims by any of developer construction, workers or agents or for any breach of any statutory or contractual obligations.
30. That, the Agreement is exclusively subject to the jurisdiction of the competent Civil Court, Dhanbad.
31. That, all disputes arising out of this agreement or regarding any matter connected with this agreement shall be settled by negotiations, if no settlement can be arrived as a result of these negotiations, the dispute shall be referred to the arbitration of two arbitrators, one to be appointed by each party. The decision of the arbitrators shall be final and binding upon both the parties.
32. That, the developer/builder has verified the schedule cost from his source and found it suitable for development.

In Witness whereof the parties here to have signed, sealed and delivered these presents on the day, month and year first above written.



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Narendra Kr. Singh.

Tilendra ka Singh

Mahadev Mondry

SCHEDULE

All that piece and parcel of Raiyati Land situated in Mauza- Saraidhela, Mauza No-8, Khata No.-47; Plot No. 3308; Area - 600 Sqft.

Witnesses:

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Narendra Kr. Singh.

Tilendra ka Singh

(Signature of the Land owner)

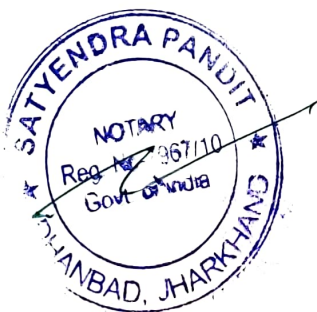
Mahadev Mondry

(Signature of the Developer)

Attested

Satyendra Pandit  
Notary Dhanbad

06/3/23.



Authorised  
u/s 297 (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)

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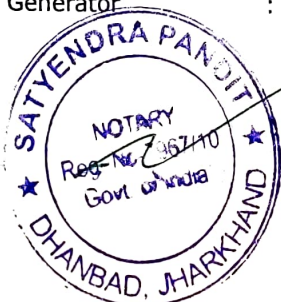
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Jitendra Kr. Singh

Mahadev Mondal

Specifications:

- Structure : RCC frame structure with brick work in cement mortar as per Design & specification
- Cement : Std. Make Lafarge ,Dalmia
- Out paint of the building: Anti Fungus, Snowcem/as per 3D views design etc.
- Iron TMT : ISI Mark Std. Make
- Drain water pipe : ISI mark std. make
- 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 snowcem finish.
- Doors : Doors frames of wood, shutters will be 32mm thick flush Shutter, Painted with a coat of primer with steel fitting.
- Windows : Fully glazed steel/Aluminum windows with grills painted with a coat of primer.
- Electrical : (a) Concealed PVC circuit wiring using copper conductors with Standard quality (Electrical accessories fixtures not included). Anchor ,Havel's  
(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-1'-0"x1'-0")  
(b) Dado- Glazed white tiles up to 6ft. 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.
- Parking : As per agreement.
- T.V. cable & Phone : One T.V. cable & Telephone point in each shops.
- Hot water arrangement : Hot water supply in shower and wash basin on extra cost.
- Water Supply : 24 hour water supply from deep boring tube well.
- On Extra Cost :
- Electricity : Electric connection & separate transformer for the Apartment on extra cost.
- Generator : Standby generator goes in action if there is power failure on extra cost.





# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NOTARY  
DHANBAD

NON JUDICIAL

Receipt Number : ade39b43836a7d4020d3

Receipt Date : 10-Sep-2022 09:30:48 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 : MS SWASTIK BUILDCOM

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : AS APPLICABLE

Second Party Name : MS SWASTIK BUILDCOM

GRN Number : 2213415207

06 MAR 2023

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

2213415207

Mahadev Pandit



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15/09/2022

Mahadev  
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## Development Agreement

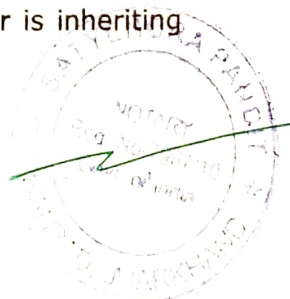
This Development Agreement is executed and entered on 10<sup>th</sup> Day of September month 2022, at Dhanbad in between: -

Sri Baldeb Prasad Rai S/o Dhubraj Rai by faith- Hindu, by Occupation- Business; Resident of KamalKar , P.O & P.S -Karo, District- Deoghar [Jharkhand] hereinafter called THE OWNERS of the ONE PART

A N D

SWASTIK BUILDCOM ( PAN -AEWFS5140R ) having its Reg. Office at Main road Saraidhela,P.s. & P.S.- Saraidhela, Dist.- Dhanbad (India) represented by its Partner Mr. Mahadev Mandal, son of LATE ATUL CHANDRA MANDAL, by faith Hindu, By caste Sumandal, by occupation Business, resident of Saraidhela, P.S.- Saraidhela, Dist.- Dhanbad, hereinafter called the BUILDER/DEVELOPER of the OTHER PART.

WHEREAS the land which is more fully described in the schedule below of Khata No.-47; Mouza No.-8; Plot No. 3308; Area - 1200 Sqft of land, acquired vide Regd. Sale Deed no. 3435 & 4629 Dated 06/04/1985 & 31/03/1964, registered at Dhanbad registry office, in favor of vendor and whereas the vendor is inheriting and enjoying the same peacefully by virtue of inheritance.



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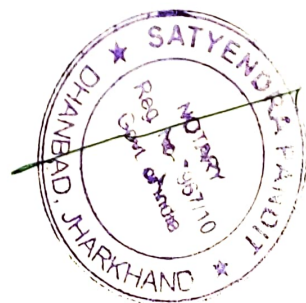
And whereas the owners of land became the sole and exclusive owners of the land and are in peaceful possession thereof.

And whereas the land owners became desirous to develop the land by the support of another party, because the first parties are not in a position to invest heavy amount out of their own resources.

And whereas the second party/builder/developer knowing the intention of the first parties/ owners have agreed to develop the land by way and whereas the party of constructing Commercial units.

Whereas the party of the one part hereto is the exclusive and absolute owner of the property full described in the schedule of this Agreement by exercising divers acts of ownership and possession. The land is free from all encumbrances and is fit for construction of the proposed building on the land in question and also there is no dispute as regards rights of land as and the building on the land in question and also there is no dispute as regards rights of land as and the owner to have the responsibility to keep the developer indemnified all the times and if any dispute arisen within the family. If there will be any dispute regarding land, the land owner will be totally responsible. The land owners are agreed to give all the papers of land (Deed, Mutation, & current rent receipt) at the time of agreement.

AND

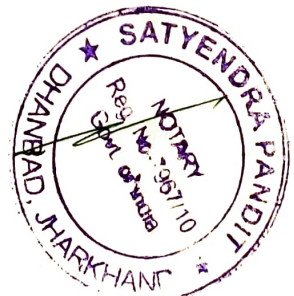


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 Mahadev Mandot

Whereas the developer has agreed to develop the said land and to construct a multistoried building with commercial system with object of selling such commercial building.

Now these presents witnesses and the Parties hereby agreed as follows:-

1. That, this agreement for development and construction is being made on the express understanding at the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer.
2. That, the Developer hereby agrees and undertakes to obtain necessary sanction and permission for construction of multistoried building by MADA / DHANBAD Municipal Corporation, Concern Authority, and Town Planning Department on the premises fully described in the Schedule of this agreement.
3. That, consideration of the land owner having agreed to entrust to the developer the development of their land fully described in the Schedule and construction of the said multistoried building at the said premises and in connection therewith, authorizing the developer to exercise the rights, powers privileges and benefits of the owners and the owner executing a power of Attorney its favor for the purpose of transferring, selling / mortgaging / conveying and/or assigning the Developer's portion of the proposed Land and/or building for the said purpose for signing and executing all writings, agreements, conveyances / mortgage and or other transfer



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documents and perfecting such deeds and developments and writings by requisition thereof.

4. And whereas it has been decided between the owners and builders and the percentage of the construction will be as under :  
50% share of total built up area of the commercial space in the premises will be land lords share and 50% share will be of Developer's share. i.e.
5. Within 36 months of the completion of the said Building, after passing the Map by MADA / Dhanbad Municipal Corporation. (With one year Grace Period )
6. That the Land owners will be entitled to hold, enjoy and possess their respective 50% commercial share in the built up area in building by sale, gift, mortgage or other wise to any party or parties, similarly the builder will also be entitled to dispose, sale, gift, rent / let out / mortgage of his 50% commercial share to anybody or person or persons as per its choice in which neither the owners nor their any heir or successors will claim or create any obstruction in it and in case detected it will be treated as null and void.
7. That, the agreement of development shall be registered as per provision of section 7 Jharkhand Apartment Act 2005 (Jharkhand Act 11/2005)
8. That, the development of the said land and construction of multistoried building thereon would be according to plan to be sanctioned/approval according to the specification and particulars given therein.





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9. That, the developments of the said land and construction of the said multistoried building would be at the sole risk and expenses of the Developers would comply with all statutory provisions, rules and regulations in relation thereto and the owners of land shall not be held liable for the same in any manner but shall always co-operate with Developers.
10. That, all the Shop owners will have equitable right, title, interest over the common areas like passage, garden, common passage, lift, guard room, generator etc. after the said shops of the Building are sold / let out to them respectively.
11. That, the developer will positively construct the said apartment as per specification and Approved plan of the apartment by the competent authority within 05 years after passing the MAP by Dhanbad Municipal Corporation for the said construction over the schedule land in this agreement. The developer shall insure that the processes of approval of plan by Dhanbad Municipal Corporation shall not to be more than four months approx.
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14. That, owners shall have right to inspect the construction work, time to time applications for lay-outs subdivision, construction of the building and other



51/3/2015

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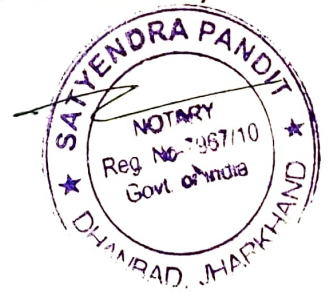
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- 15.** That, the developer and owner hereby covenant with each other that the total period of construction work of the said Building should not be more than five years after passing the Map by DMC (Dhanbad Municipal corporation).
- 16.** That, the owner shall not be liable for any action, fines, penalties or cost and expenses for any violation of any statutory provisions in relation to the said development and construction by the Developer.
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- 18.** That, the developer will be at liberty to generate funds by advertisement/selling/ booking/Mortgaging of shops / area / site of the proposed Building and / or Land for the purpose of speedy construction and timely completion of the said apartment as per approved plans and specification.
- 19.** In Case any litigations, nuisance, disturbance raised in the said land then the Land owner (First Party) has to return the total Loss (including cost related to develop the said land) with Bank interest of 18% to the developer immediately.
- 20.** That, owner shall execute the necessary power of attorney authorizing the developer to do all such acts & things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the Commercial of shops to be constructed on the said premises.



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Mahadev  
Mondal

- 21.** That, the owner undertakes to execute the registered power of attorney in favour of the developer to be used for sale/mortgage of commercial shops / area / site of the said Land and / or building over the scheduled land of this agreement.
- 22.** That, the copy of the power of the attorney and the agreement copy will be given to the owner by the developer.
- 23.** That, the developer in respect of the above-mentioned power in this agreement further undertakes to indemnify the owner against any loss or liability arising out of the Sale/ Mortgage of the said shops to the purchasers.
- 24.** That, the developer undertakes to obtain all sorts of Government clearances and Govt. sanction from the concerned competent authority for the proposed construction of the multistoried apartment over the Schedule land of this Agreement at its own cost and responsibility.
- 25.** That, the owner will not be held liable and responsible for any payments to be made whatsoever to the labourer, workers and staff employed by the Developer and to any Government Agencies or any local bodies in respect to the proposed construction over the Schedule land of this Agreement & that will be the sole responsibility of the developer.
- 26.** That, the owner will not be held liable and responsible for any untoward incident or accident etc. that may occur during the construction work of the said apartment and the developer will be solely responsible for the said and indemnify the owner in case of any such eventuality.

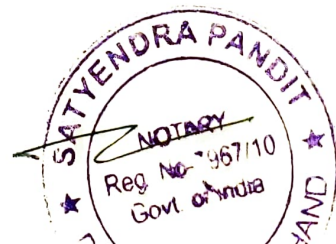


C.B. 15

Mahadev  
Mandot

- 27.** That, the developer shall abide by the specifications and good quality (ISI approved) of the proposed construction of the entire building and both the owner and developers shall strictly abide by the terms and conditions as agreed upon this agreement.
- 28.** That, the developer shall be solemnly entitled for booking and sale of shops and to receive the payment in lieu of sale/booking of this proposed building built at the cost of the developer.
- 29.** That, the developer undertakes to keep the owner fully indemnified against and harmless from any losses, costs, charges, expenses or claims by any of developer construction, workers or agents or for any breach of any statutory or contractual obligations.
- 30.** That, the Agreement is exclusively subject to the jurisdiction of the competent Civil Court, Dhanbad.
- 31.** That, all disputes arising out of this agreement or regarding any matter connected with this agreement shall be settled by negotiations, if no settlement can be arrived as a result of these negotiations, the dispute shall be referred to the arbitration of two arbitrators, one to be appointed by each party. The decision of the arbitrators shall be final and binding upon both the parties.
- 32.** That, the developer/builder has verified the schedule cost from his source and found if suitable for development.

In Witnesses whereof the parties here to have signed, sealed and delivered these presents on the day, month and year first above written.

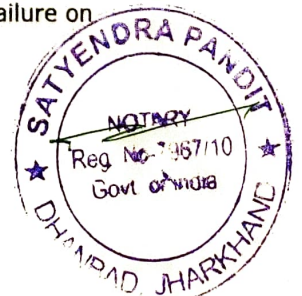




C. G. S. S. S.

Mahadev  
MandaySpecifications:

- Structure : RCC frame structure with brick work in cement mortar as per Design & specification
- Cement : Std. Make Lafarge ,Dalmia
- Out paint of the building: Anti Fungus, Snowcem/as per 3D views design etc.
- Iron TMT : ISI Mark Std. Make
- Drain water pipe : ISI mark std. make
- 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 snowcem finish.
- Doors : Doors frames of wood, shutters will be 32mm thick flush Shutter, Painted with a coat of primer with steel fitting.
- Windows : Fully glazed steel/Aluminum windows with grills painted with a coat of primer.
- Electrical : (a) Concealed PVC circuit wiring using copper conductors with Standard quality (Electrical accessories fixtures not included). Anchor ,Havel's (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-1'-0"x1'-0") (b) Dado- Glazed white tiles up to 6ft. 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.
- Parking : As per agreement.
- T.V. cable & Phone : One T.V. cable & Telephone point in each shops.
- Hot water arrangement : Hot water supply in shower and wash basin on extra cost.
- Water Supply : 24 hour water supply from deep boring tube well.
- On Extra Cost :
- Electricity : Electric connection & separate transformer for the Apartment on extra cost.
- Generator : Standby generator goes in action if there is power failure on extra cost.





# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

NOTARY  
DHANBAD

Receipt Number : a55a40593259d016dff6

Receipt Date : 20-Sep-2022 05:13:49 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 : MS SWASTIK BUILDCOM

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

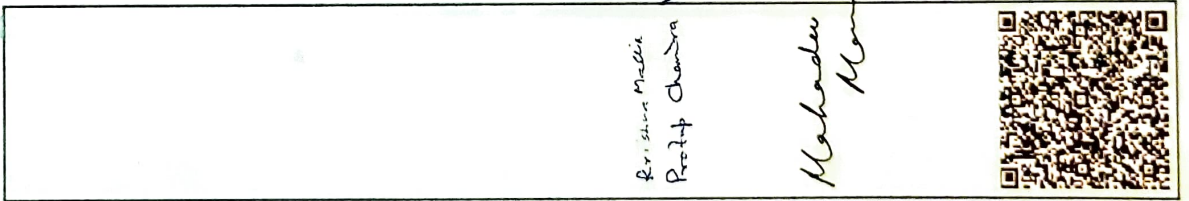
First Party Name : AS APPLICABLE

Second Party Name : MS SWASTIK BUILDCOM

GRN Number : 2213587976

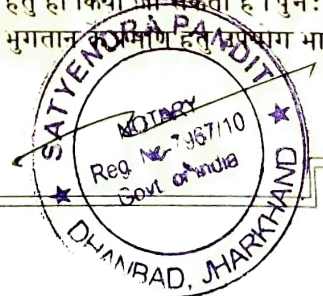
06 MAR 2023

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



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 प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



1  
Krishna Mallik  
Pratap Chandra Mallik.

Mahadev  
Mandal

## Development Agreement

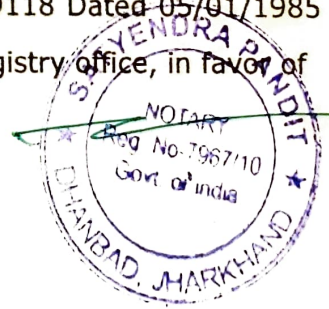
This Development Agreement is executed and entered on 20<sup>th</sup> Day of September month 2022, at Dhanbad in between: -

1. Mrs. Krishna Mallik W/o Sri Sujit Chandra Mallik & 2. Sri Pratap Chandra Mallik S/o Late Major Hirendra Chandra Mallik both by faith- Hindu, by Occupation- Housewife & Business; resident of Main Road, Saraidhela, P.O & P.S -Saraidhela, District- Dhanbad [Jharkhand] hereinafter called THE OWNERS of the ONE PART

A N D

SWASTIK BUILDCOM ( PAN -AEWFS5140R ) having its Reg. Office at Main road Saraidhela, P.s. & P.S.- Saraidhela, Dist.- Dhanbad (India) represented by its Partner Mr. Mahadev Mandal, son of LATE ATUL CHANDRA MANDAL, by faith Hindu, By caste Sumandal, by occupation Business, resident of Saraidhela, P.S.- Saraidhela, Dist.- Dhanbad, hereinafter called the BUILDER/DEVELOPER of the OTHER PART.

WHEREAS the land which is more fully described in the schedule below of Khata No.- 110; Mouza No.-8; Plot No. 3307; Area -3835 sqft of land, acquired vide Regd. sale deed no.210 Dated 07/01/1982; Khata No.-47; Mouza No.-8; Plot No. 3308; Area - 1620 sqft of land, acquired vide Regd. sale deed no.152 & 9118 Dated 05/01/1985 & 12/9/1985 Total Area 5435 sqft , registered at Dhanbad registry office, in favor of





Rishina Mallik

Pretop Chandra Mallik

Mahadev  
Mandot

vendor and whereas the vendor is inheriting and enjoying the same peacefully by virtue of inheritance.

And whereas the owners of land became the sole and exclusive owners of the land and are in peaceful possession thereof.

And whereas the land owners became desirous to develop the land by the support of another party, because the first parties are not in a position to invest heavy amount out of their own resources.

And whereas the second party/builder/developer knowing the intention of the first parties/ owners have agreed to develop the land by way and whereas the party of constructing Commercial units.

Whereas the party of the one part hereto is the exclusive and absolute owner of the property full described in the schedule of this Agreement by exercising divers' acts of ownership and possession. The land is free from all encumbrances and is fit for construction of the proposed building on the land in question and also there is no dispute as regards rights of land as and the building on the land in question and also there is no dispute as regards rights of land as and the owner to have the responsibility to keep the developer indemnified all the times and if any dispute arisen within the family. If there will be any dispute regarding land, the land owner will be totally responsible. The land owners are agreed to give all the papers of land (Deed, Mutation, & current rent receipt) at the time of agreement.

AND



Rishi Maalik  
 Pratap Chandra Malviya

Mahadev  
 Mandot

Whereas the developer has agreed to develop the said land and to construct a multistoried building with commercial system with object of selling such commercial building.

Now these presents witnesses and the Parties hereby agreed as follows:-

1. That, this agreement for development and construction is being made on the express understanding at the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer.
2. That, the Developer hereby agrees and undertakes to obtain necessary sanction and permission for construction of multistoried building by MADA / DHANBAD Municipal Corporation, Concern Authority, and Town Planning Department on the premises fully described in the Schedule of this agreement.
3. That, consideration of the land owner having agreed to entrust to the developer the development of their land fully described in the Schedule and construction of the said multistoried building at the said premises and in connection therewith, authorizing the developer to exercise the rights, powers privileges and benefits of the owners and the owner executing a power of Attorney its favor for the purpose of transferring, selling / mortgaging / conveying and/or assigning the Developer's portion of the proposed Land and/or building for the said purpose for signing and executing all writings, agreements, conveyances / mortgage and or other transfer documents and perfecting such deeds and developments and writings by requisition thereof.

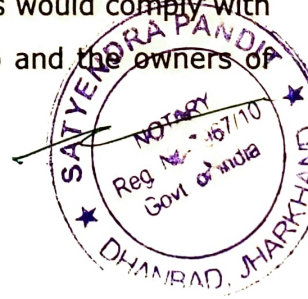


Rishi Kumar Mallick

Pratap Chandra Mallick

Mahadev  
Mondal

4. And whereas it has been decided between the owners and builders and the percentage of the construction will be as under :
- 50% share of total built up area of the commercial space in the premises will be land lords share and 50% share will be of Developer's share. i.e.
5. Within 36 months of the completion of the said Building, after passing the Map by MADA / Dhanbad Municipal Corporation. ( With one year Grace Period )
6. That the Land owners will be entitled to hold, enjoy and possess their respective 50% commercial share in the built up area in building by sale, gift, mortgage or other wise to any party or parties, similarly the builder will also be entitled to dispose, sale, gift, rent / let out / mortgage of his 50% commercial share to anybody or person or persons as per its choice in which neither the owners nor their any heir or successors will claim or create any obstruction in it and in case detected it will be treated as null and void.
7. That , the agreement of development shall be registered as per provision of section 7 Jharkhand Apartment Act 2005 (Jharkhand Act 11/2005)
8. That, the development of the said land and construction of multistoried building thereon would be according to plan to be sanctioned/approval according to the specification and particulars given therein.
9. That, the developments of the said land and construction of the said multistoried building would be at the sole risk and expenses of the Developers would comply with all statutory provisions, rules and regulations in relation thereto and the owners of

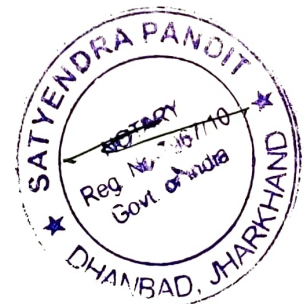


Rishina Malik  
 Pretop Chandra Malik.

Mahadeu  
 Mandot

land shall not be held liable for the same in any manner but shall always co-operate with Developers.

10. That, all the Shop owners will have equitable right, title, interest over the common areas like passage, garden, common passage, lift, guard room, generator etc. after the said shops of the Building are sold / let out to them respectively.
11. That, the developer will positively construct the said apartment as per specification and Approved plan of the apartment by the competent authority within 05 years after passing the MAP by MADA/Dhanbad Municipal Corporation for the said construction over the schedule land in this agreement. The developer shall insure that the processes of approval of plan by Dhanbad Municipal Corporation shall not to be more than four months approx.
12. That, owner hereby gave permission to Developer to enter the said property for the purpose of development and construction of the multistoried building.
13. That, owner shall authorize the developer to do all such acts & things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the Building of Shops to be constructed on the said premises.
14. That, owners shall have right to inspect the construction work, time to time, applications for lay-outs subdivision, construction of the building and other applications necessary to be submitted to the authorities concerned at the request of and all the cost of Developer.



Prishna Malik  
 Pratap Chandra Malik

Mahadev  
 Mandot

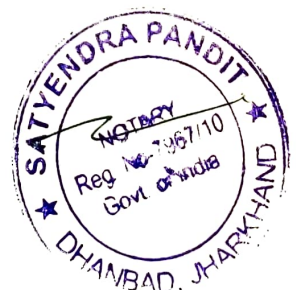
- 15.** That, the developer and owner hereby covenant with each other that the total period of construction work of the said Building should not be more than five years after passing the Map by MADA/ DMC (Dhanbad Municipal corporation).
- 16.** That, the owner shall not be liable for any action, fines, penalties or cost and expenses for any violation of any statutory provisions in relation to the said development and construction by the Developer.
- 17.** The owner shall not object to any construction or laying of sewerage, drainage, water pipes, cable or other provisions made in accordance with the law and scheme of construction of the said multistoried building.
- 18.** That, the developer will be at liberty to generate funds by advertisement/selling/ booking/Mortgaging of shops / area / site of the proposed Building and / or Land for the purpose of speedy construction and timely completion of the said apartment as per approved plans and specification.
- 19.** In Case any litigations, nuisance , disturbance raised in the said land then the Land owner (First Party) has to return the total Loss (including cost related to develop the said land) with Bank interest of 18% to the developer immediately.
- 20.** That, owner shall execute the necessary power of attorney authorizing the developer to do all such acts & things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the Commercial of shops to be constructed on the said premises.
- 21.** That, the owner undertakes to execute the registered power of attorney in favour of the developer to be used for sale/mortgage of commercial shops / area / site of the said Land and / or building over the scheduled land of this agreement.



Rishi Maalik  
 Pratap Chandra Maalik.

Mahadev  
 Mandot

- 22.** That, the copy of the power of the attorney and the agreement copy will be given to the owner by the developer.
- 23.** That, the developer in respect of the above mentioned power in this agreement further undertakes to indemnify the owner against any loss or liability arising out of the Sale/ Mortgage of the said shops to the purchasers.
- 24.** That, the developer undertakes to obtain all sorts of Government clearances and Govt. sanction from the concerned competent authority for the proposed construction of the multistoried apartment over the Schedule land of this Agreement at its own cost and responsibility.
- 25.** That, the owner will not be held liable and responsible for any payments to be made whatsoever to the labourer, workers and staff employed by the Developer and to any Government Agencies or any local bodies in respect to the proposed construction over the Schedule land of this Agreement & that will be the sole responsibility of the developer.
- 26.** That, the owner will not be held liable and responsible for any untoward incident or accident etc. that may occur during the construction work of the said apartment and the developer will be solely responsible for the said and indemnify the owner in case of any such eventuality.
- 27.** That, the developer shall abide by the specifications and good quality (ISI approved) of the proposed construction of the entire building and both the owner and developers shall strictly abide by the terms and conditions as agreed upon this agreement.



Rishi Malik

Pratap Chandra Malik

Mahadev  
Mandot

- 28.** That, the developer shall be solemnly entitled for booking and sale of shops and to receive the payment in lieu of sale/booking of this proposed building built at the cost of the developer.
- 29.** That, the developer undertakes to keep the owner fully indemnified against and harmless from any losses, costs, charges, expenses or claims by any of developer construction, workers or agents or for any breach of any statutory or contractual obligations.
- 30.** That, the Agreement is exclusively subject to the jurisdiction of the competent Civil Court, Dhanbad.
- 31.** That, all disputes arising out of this agreement or regarding any matter connected with this agreement shall be settled by negotiations, if no settlement can be arrived as a result of these negotiations, the dispute shall be referred to the arbitration of two arbitrators, one to be appointed by each party. The decision of the arbitrators shall be final and binding upon both the parties.
- 32.** That, the developer/builder has verified the schedule cost from his source and found it suitable for development.

In Witness whereof the parties here to have signed, sealed and delivered these presents on the day, month and year first above written.

#### SCHEDULE

All that piece and parcel of Raiyati Land situated in Mauza- Saraidhela, Mauza No- 8, Khata No. – 110 & 47 Plot No.-3307 & 3308; Area – 5455 SQFT.



Rishna Mallik

Pratap Chandra Mallick.

Mahadeu Mandol

Witnesses:

Rishna Mallik

Pratap Chandra Mallick.

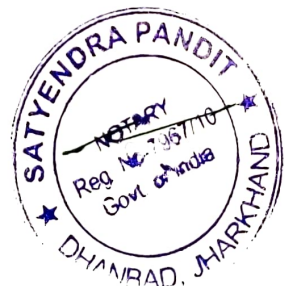
(Signature of the Land owner)

Mahadeu Mandol

(Signature of the Developer)

**Attested**  
Satyendra Pandit  
Notary Dhanbad  
6/3/23.

Authorised  
u/s 297 (i) (c) of the Cr. P.C. 1973  
(Act No 11 of 1974) & u/s (8) (i)  
of the Notaries Act 1952  
(Act No. 52 of 1952)



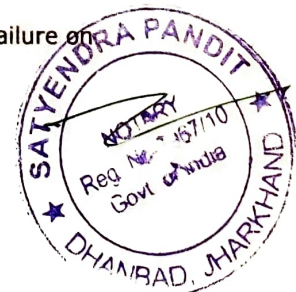


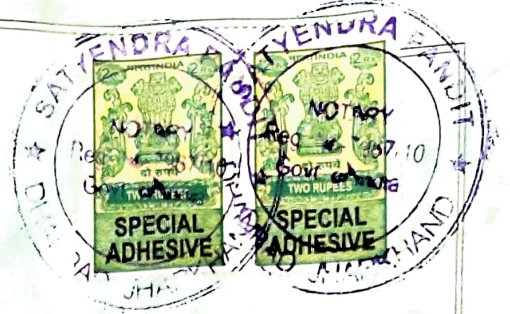
Prishna Malik

Pratap Chandra Mallick

Mahadev  
Mondal**Specifications:**

- Structure : RCC frame structure with brick work in cement mortar as per Design & specification
- Cement : Std. Make
- Out paint of the building: Anti Fungus, Snowcem/as per 3D views design etc.
- Iron TMT : ISI Mark Std. Make
- Drain water pipe : ISI mark std. make
- Elevation : A unique blend of original & modern architecture.
- Flooring : Ceramic tiles flooring (size- 1'-0"x1'-0")
- Walls : All internal wall cement plastered with plaster of paris, all External wall of snowcem finish.
- Doors : Doors frames of wood, shutters will be 32mm thick flush Shutter, Painted with a coat of primer with steel fitting.
- Windows : Fully glazed steel/Aluminum windows with grills painted with a coat of primer.
- Electrical : (a) Concealed PVC 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 1'-0"x1'-0").  
(b) Working platform – Green marble with steel sink.  
(c) Dado- 18" high white glazed tiles.
- Bathrooms : (a) Flooring-ceramic tiles flooring (size-1'-0"x1'-0")  
(b) Dado- Glazed white tiles up to 5ft. 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.
- Parking : As per agreement.
- T.V. cable & Phone : One T.V. cable & Telephone point in each shops.
- Hot water arrangement : Hot water supply in shower and wash basin on extra cost.
- Water Supply : 24 hour water supply from deep boring tube well.
- On Extra Cost :
- Electricity : Electric connection & separate transformer for the Apartment on extra cost.
- Generator : Standby generator goes in action if there is power failure on extra cost.





# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NOTARY  
DHANBAD

NON JUDICIAL

Receipt Number : 18cbd254eaecb9285d84

Receipt Date : 20-Sep-2022 07:16:54 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 : MS SWASTIK BUILDCOM

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : AS APPLICABLE

Second Party Name : MS SWASTIK BUILDCOM

GRN Number : 2213589881

06 MAR 2023

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

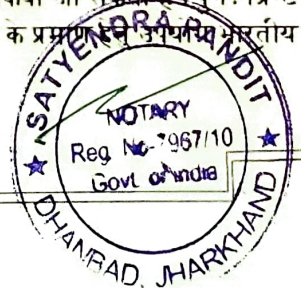
*Rajesh Prasad Singh*

*Mahadev Mondal*



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 के रूप में उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



Rajesh Prasad Singh

1

Mahadev Mandal

## Development Agreement

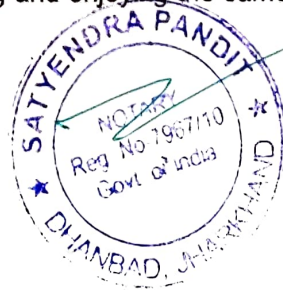
This Development Agreement is executed and entered on 20<sup>th</sup> Day of September month 2022, at Dhanbad in between: -

Sri Rajesh Prasad Singh S/o Late Ram Bhushan Roy ( AADHAR NO- 8378-7274-5299) by faith- Hindu, by Occupation- Business; resident of Main road Saraidhela, P.O & P.S –Saraidhela, District- Dhanbad[Jharkhand] hereinafter called THE OWNERS of the ONE PART

AND

SWASTIK BUILDCOM ( PAN –AEWFS5140R ) having its Reg. Office at Main road Saraidhela,P.s. & P.S.- Saraidhela, Dist.- Dhanbad (India) represented by its Partner Mr. Mahadev Mandal, son of LATE ATUL CHANDRA MANDAL, by faith Hindu, By caste Sumandal, by occupation Business, resident of Saraidhela, P.S.- Saraidhela, Dist.- Dhanbad, hereinafter called the BUILDER/DEVELOPER of the OTHER PART.

WHEREAS the land which is more fully described in the schedule below of Khata No.-47; Mouza No.-8; Plot No. 3308; Area –1800 sqft of land i.e 2.5 Katha, acquired vide Regd. sale Deed no 4629 & 3435 Dated 31/03/1964 & 06/04/1985, registered at Dhanbad registry office, in favor of vendor and whereas the vendor is inheriting and enjoying the same peacefully by virtue of inheritance.



2  
Rajesh Prasad Singh

Mahadev Mandley

And whereas the owners of land became the sole and exclusive owners of the land and are in peaceful possession thereof.

And whereas the land owners became desirous to develop the land by the support of another party, because the first parties are not in a position to invest heavy amount out of their own resources.

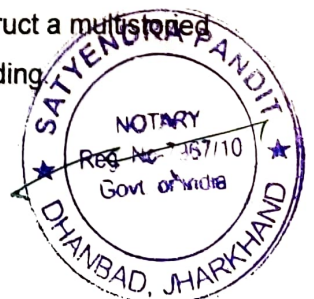
And whereas the second party/builder/developer knowing the intention of the first parties/ owners have agreed to develop the land by way and whereas the party of constructing Commercial units.

Whereas the party of the one part hereto is the exclusive and absolute owner of the property full described in the schedule of this Agreement by exercising divers acts of ownership and possession. The land is free from all encumbrances and is fit for construction of the proposed building on the land in question and also there is no dispute as regards rights of land as and the building on the land in question and also there is no dispute as regards rights of land as and the owner to have the responsibility to keep the developer indemnified all the times and if any dispute arisen within the family. If there will be any dispute regarding land, the land owner will be totally responsible. The land owners are agreed to give all the papers of land (Deed, Mutation, & current rent receipt) at the time of agreement.

AND

Whereas the developer has agreed to develop the said land and to construct a multistoried building with commercial system with object of selling such commercial building

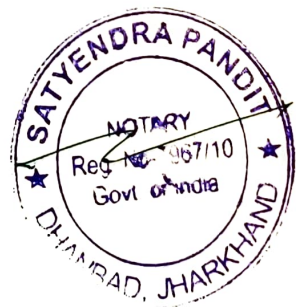
Now these presents witnesses and the Parties hereby agreed as follows:-



Rejath Prasad Singh

Madhukar Murthy

1. That, this agreement for development and construction is being made on the express understanding at the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer.
2. That, the Developer hereby agrees and undertakes to obtain necessary sanction and permission for construction of multistoried building by DHANBAD Municipal Corporation, Concern Authority, and Town Planning Department on the premises fully described in the Schedule of this agreement.
3. That, consideration of the land owner having agreed to entrust to the developer the development of their land fully described in the Schedule and construction of the said multistoried building at the said premises and in connection therewith, authorizing the developer to exercise the rights, powers privileges and benefits of the owners and the owner executing a power of Attorney its favor for the purpose of transferring, selling / mortgaging / conveying and/or assigning the Developer's portion of the proposed Land and/or building for the said purpose for signing and executing all writings, agreements, conveyances / mortgage and or other transfer documents and perfecting such deeds and developments and writings by requisition thereof.
4. And whereas it has been decided between the owners and builders and the percentage of the construction will be as under :  
50% share of total built up area of the commercial space in the premises will be land lords share and 50% share will be of Developer's share. I.e.
5. Within 36 months of the completion of the said Building, after passing the Map by MADA / Dhanbad Municipal Corporation. (With one-year Grace Period)



Rajesh Prasad Singh  
4  
Mahadev Mandal

6. That the Land owners will be entitled to hold, enjoy and possess their respective 50% commercial share in the built up area in building by sale, gift, mortgage or other wise to any party or parties, similarly the builder will also be entitled to dispose, sale, gift, rent / let out / mortgage of his 50% commercial share to anybody or person or persons as per its choice in which neither the owners nor their any heir or successors will claim or create any obstruction in it and in case detected it will be treated as null and void.
7. That, the agreement of development shall be registered as per provision of section 7 Jharkhand Apartment Act 2005 (Jharkhand Act 11/2005)
8. That, the development of the said land and construction of multistoried building thereon would be according to plan to be sanctioned/approval according to the specification and particulars given therein.
9. That, the developments of the said land and construction of the said multistoried building would be at the sole risk and expenses of the Developers would comply with all statutory provisions, rules and regulations in relation thereto and the owners of land shall not be held liable for the same in any manner but shall always co-operate with Developers.
10. That, all the Shop owners will have equitable right, title, interest over the common areas like passage, garden, common passage, lift, guard room, generator etc. after the said shops of the Building are sold / let out to them respectively.
11. That, the developer will positively construct the said apartment as per specification and Approved plan of the apartment by the competent authority within 03 years after passing the MAP by Dhanbad Municipal Corporation for the said construction over the schedule land in this agreement. The developer shall insure that the processes of approval of plan by Dhanbad Municipal Corporation shall not to be more than four months approx.



Refers proposal 21/11/14

Madhukar Murthy

12. That, owner hereby gave permission to Developer to enter the said property for the purpose of development and construction of the multistoried building.
13. That, owner shall authorize the developer to do all such acts & things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the Building of Shops to be constructed on the said premises.
14. That, owners shall have right to inspect the construction work, time to time, applications for lay-outs subdivision, construction of the building and other applications necessary to be submitted to the authorities concerned at the request of and all the cost of Developer.
15. That, the developer and owner hereby covenant with each other that the total period of construction work of the said Building should not be more than five years after passing the Map by MADA/ DMC (Dhanbad Municipal corporation).
16. That, the owner shall not be liable for any action, fines, penalties or cost and expenses for any violation of any statutory provisions in relation to the said development and construction by the Developer.
17. The owner shall not object to any construction or laying of sewerage, drainage, water pipes, cable or other provisions made in accordance with the law and scheme of construction of the said multistoried building.
18. That, the developer will be at liberty to generate funds by advertisement/selling/ booking/Mortgaging of shops / area / site of the proposed Building and / or Land for the purpose of speedy construction and timely completion of the said apartment as per approved plans and specification.



Refers proceed with  
Machander Munday

19. In Case any litigations, nuisance, disturbance raised in the said land then the Land owner (First Party) has to return the total Loss (including cost related to develop the said land) with Bank interest of 18% to the developer immediately.
20. That, owner shall execute the necessary power of attorney authorizing the developer to do all such acts & things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the Commercial of shops to be constructed on the said premises.
21. That, the owner undertakes to execute the registered power of attorney in favour of the developer to be used for sale/mortgage of commercial shops / area / site of the said Land and / or building over the scheduled land of this agreement.
22. That, the copy of the power of the attorney and the agreement copy will be given to the owner by the developer.
23. That, the developer in respect of the above-mentioned power in this agreement further undertakes to indemnify the owner against any loss or liability arising out of the Sale/ Mortgage of the said shops to the purchasers.
24. That, the developer undertakes to obtain all sorts of Government clearances and Govt. sanction from the concerned competent authority for the proposed construction of the multistoried apartment over the Schedule land of this Agreement at its own cost and responsibility.
25. That, the owner will not be held liable and responsible for any payments to be made whatsoever to the labourer, workers and staff employed by the Developer and to any Government Agencies or any local bodies in respect to the proposed construction over the Schedule land of this Agreement & that will be the sole responsibility of the developer.





Rejesh Prasad Singh

Manohar Mondal

26. That, the owner will not be held liable and responsible for any untoward incident or accident etc. that may occur during the construction work of the said apartment and the developer will be solely responsible for the said and indemnify the owner in case of any such eventuality.
27. That, the developer shall abide by the specifications and good quality (ISI approved) of the proposed construction of the entire building and both the owner and developers shall strictly abide by the terms and conditions as agreed upon this agreement.
28. That, the developer shall be solemnly entitled for booking and sale of shops and to receive the payment in lieu of sale/booking of this proposed building built at the cost of the developer.
29. That, the developer undertakes to keep the owner fully indemnified against and harmless from any losses, costs, charges, expenses or claims by any of developer construction, workers or agents or for any breach of any statutory or contractual obligations.
30. That, the Agreement is exclusively subject to the jurisdiction of the competent Civil Court, Dhanbad.
31. That, all disputes arising out of this agreement or regarding any matter connected with this agreement shall be settled by negotiations, if no settlement can be arrived as a result of these negotiations, the dispute shall be referred to the arbitration of two arbitrators, one to be appointed by each party. The decision of the arbitrators shall be final and binding upon both the parties.
32. That, the developer/builder has verified the schedule cost from his source and found it suitable for development.

In Witnesses whereof the parties here to have signed, sealed and delivered these presents on the day, month and year first above written.



Rajesh prasad singh  
8  
Mahadev Mondal

SCHEDULE

All that piece and parcel of Raiyati Land situated in Mauza- Saraidhela, Mauza No- 8, Khata No. -47, Plot No.-3308, Area – 1800 SQFT or to say 2.5 Kathas .

Witnesses:

Rajesh prasad singh

(Signature of the Land owner)

Mahadev Mondal

(Signature of the Developer)

Attested  
Satyendra Pandit  
Notary  
6/03/23

Authorised  
u/s 297 (i) (c) of the Cr. P.C. 1973  
(Act No 11 of 1974) & u/s (8) (1)  
of the Notaries Act 1952  
(Act No 53 of 1952)



Rajesh Prasad Singh  
9  
Mahadev Mandot

Specifications:

- Structure : RCC frame structure with brick work in cement mortar as per Design & specification
- Cement : Std. Make
- Out paint of the building: Anti Fungus, Snowcem/as per 3D views design etc.
- Iron TMT : ISI Mark Std. Make
- Drain water pipe : ISI mark std. make
- 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 snowcem finish.
- Doors : Doors frames of wood, shutters will be 32mm thick flush Shutter, Painted with a coat of primer with steel fitting.
- Windows : Fully glazed steel/Aluminum windows with grills painted with a coat of primer.
- Electrical : (a) Concealed PVC 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 1'-0"x1'-0").  
(b) Working platform – Green marble with steel sink.  
(c) Dado- 18" high white glazed tiles.
- Bathrooms : (a) Flooring-ceramic tiles flooring (size-1'-0"x1'-0")  
(b) Dado- Glazed white tiles up to 5ft. 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.
- Parking : As per agreement.
- T.V. cable & Phone : One T.V. cable & Telephone point in each shops.
- Hot water arrangement : Hot water supply in shower and wash basin on extra cost.
- Water Supply : 24 hour water supply from deep boring tube well.
- On Extra Cost :
- Electricity : Electric connection & separate transformer for the Apartment on extra cost.
- Generator : Standby generator goes in action if there is power failure on extra cost.





# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

NOTARY  
DHANBAD

06 MAR 2023

**Receipt Number :** 8a50155bfca1771320a6

**Receipt Date :** 20-Jan-2023 01:31:11 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 :** SWASTIK BUILDCOM

**Purpose of stamp duty paid :** DEVELOPMENT AGREEMENT

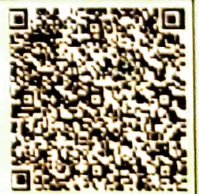
**First Party Name :** AS APPLICABLE

**Second Party Name :** SWASTIK BUILDCOM

**GRN Number :** 2315159762

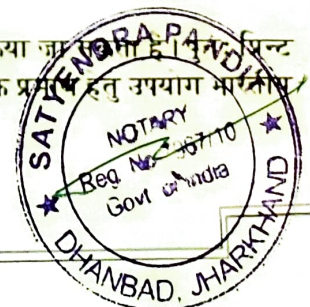
:- This stamp paper can be verified in the [jhamibandhan](#) site through receipt number :-

Sapan Mahesh  
Mahesh Mahesh



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। प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग करना मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



Sapan Mandal

Mahadev Mandal

## Development Agreement

This Development Agreement is executed and entered on 20<sup>th</sup> Day of January month Two Thousand Twenty-Three, at Dhanbad in between: -

**SRI SAPAN MANDAL** Son of Sri Chand Mandal (**AADHAR NO- xxxx-xxxx-0431**) by faith- Hindu, by caste Sumnadal; by Occupation Business; resident of Mandal Para, Saraidhela P.O. saraidhela P.S. Saraidhela, District- Dhanbad [Jharkhand] hereinafter called the OWNERS of the ONE PART/FIRST PARTY.

A N D

**M/S SWASTIK BUILDCOM** (PAN – **AEWFS5140R**) having its Reg. Office at Main Road Saraidhela, P.O. & P.S.- Saraidhela, Dist.- Dhanbad (India) represented by its Partner **Mr. Mahadev Mandal** son of Late Atul Chandra Mandal, by faith Hindu, by caste sumandal, by occupation Business, resident of New Colony, P.S.- Saraidhela, Dist.- Dhanbad, hereinafter called the BUILDER/DEVELOPER of the OTHER PART/SECOND PARTY.



Safar Mandak

Mahadev Mandak

WHEREAS the land which is more fully described in the schedule below of Mouza No.- 8; Old Khata No. -110; New Khata no - 204; Old Plot No. 3306; New Plot no- 1963 total area 2 decimal of land registered vide sale Deed no 173 dated 16/01/2023 and whereas the vendor is inheriting and enjoying the same peacefully by virtue of inheritance.

Whereas the party of the one part hereto is the exclusive and absolute owner of the property full described in the schedule of this Agreement by exercising diverse acts of ownership and possession. The land is free from all encumbrances and is fit for construction of the proposed building on the land in question and also there is no dispute as regards rights of land as and the owner to have the responsibility to keep the developer indemnified all the times and if any dispute arisen within the family. If there will be any dispute regarding land, the land owner will be totally responsible. The land owner has agreed to give the builder all the papers of land in original (Deed with key plan & site plan, certified copy of mutation, Khatian or Terij & current rent receipt) at the time of agreement. And

Whereas the developer has agreed to develop the said land and to construct a multistoried building with residential system with object of selling such residential building.

Now these presents witnesses and the Parties hereby agreed as follows: -

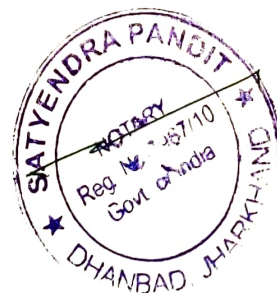
- (1) That, this agreement for development and construction is being made on the express understanding at the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such Development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer.
- (2) That, the Developer hereby agrees and undertakes to obtain necessary sanction and permission for construction of multistoried building by MADA/Dhanbad Municipal Corporation, Town Planning Department on the premises fully described in the Schedule of this agreement.



Sofan Mandal

Mahender Kumar

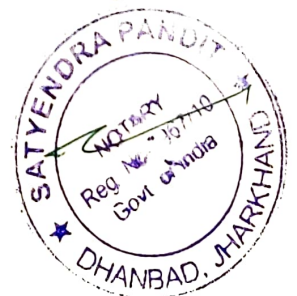
- (3) That, consideration of the land owner having agreed to entrust to the developer the development of their land fully described in the Schedule and construction of the said multistoried building at the said premises and if connection therewith, authorizing the developer to exercise the rights, powers privileges and benefits of the owners and the owner executing a power of Attorney its favour for the purpose of transferring, selling conveying and/or assigning the Developer's portion of the proposed building for the said purpose for signing and executing all writings, agreements, conveyances and or other transfer documents and perfecting such deeds and developments and writings by requisition thereof. The Developer agrees to give **42%** of the super built up area of Residential space to the land lord on each floor in lieu of the cost of the land within four years with a grace period of six month from the date of sanction of the map. Landlord proportionate share is subject to the actual measurement of the land i.e. FAR will be calculated with actual measurement of the land.
- (4) That, the development of the said land and construction of multistoried building thereon would be according to plan to be sanction/approval according to the specifications and particulars given therein.
- (5) That, the developments of the said land and construction of the said multistoried building would be at the sole risk and expenses of the Developer and Developers would comply with all statutory provisions, rules and regulations in relation thereto and the owner shall not be held liable for the same in any manner but shall always co-operate with Developers.
- (6) That, the agreement of development shall be registered as per provision of section 7 of Jharkhand Apartment Act 2005 (Jharkhand Act 11/2005).
- (7) That, after sanctioning of plan of the Apartment a supplementary agreement shall be entered into showing respective portions (shown in colors) of the parties i.e., Developer and **Land** owner.



Safar Mandal

Mahender Mandal

- (8) That, **42%** of residential **space** will be given to the land owner. **Power of attorney** will not be given by the land owner, to the Developer for the said **42%** of residential space and **Power of attorney** will be given to the Developer by the land owner only for the **58%** of residential space of the respective share of the developer only.
- (9) That, Builder will make transaction/sale agreement, sale deed or purchase from his own share i.e. **58%** of residential space only as because his right on **58%** of residential space only.
- (10) That, all the flats' owners will have equitable right, title, interest **over** the common areas like passage, garden, common passage, lift, guard room, generator etc. after the said flats of the multistoried building are sold to them respectively.
- (11) It is been mutually agreed between The Developer & the Landowner that Landowner will get his share of flats on his actual position of land which is more fully described in schedule.
- (12) That, the developer will positively construct the said multistoried building as per specification and Approved plan of the multistoried building by the competent authority within four years with a grace period of Six months from the date of approval of the plans by the Mineral Area Development authority/Dhanbad Municipal Corporation (Town Planning Department) for the said construction over the schedule land in this agreement. The developer shall **insure** that the processes of approval of plan by Dhanbad Municipal Corporation. The owner shall deliver to the developer all title deeds/documents in connection with the said lands.
- (13) That, Owner hereby given permission to Developer to enter the said property for the purpose of development and construction of the multistoried building.

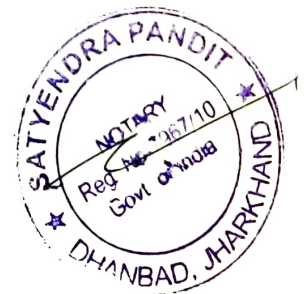




Safar Mardani

Mahender Kumar

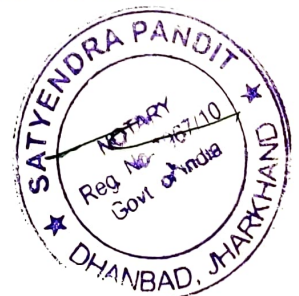
- (14) That, owner shall execute the necessary power of Attorney authorizing the developer to do all such acts & things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the multistoried building of flats to be constructed on the said premises.
- (15) That, owner shall sign and execute from time-to-time plans, applications for layouts subdivision, construction of the building and other applications necessary to be submitted to the authorities concerned at the request of and at the cost of Developer.
- (16) That, if any dispute litigation occurs in the said land from external and internal or individual channel then land owner has to clear all the disputes and litigation of the said land. Developer will not pay any amount for any litigation and disputes of said land.
- (17) That, in case if it is found that other than the owners if any other co-sharer claims their rightful ownership over the schedule property, then it is incumbent upon the owners to part with such co-sharers legal share/proportionate share in residential complex from their **42%** (Forty two Percent) share in the said building complex and Developer shall not contribute any portion from Developer Share of **58%** (Fifty Eight Percent) of the building.
- (18) That, owner assure the developer that said land is free from all kind on encumbrances like delegation lien, attachment, mortgage etc. and shall hand over undisturbed position so the Developer in case of failure shall return the advance money.
- (19) That, the owner. shall not be liable for any action fines, penalties or costs and expenses for any violation of any statutory provisions in relation to the said development and construction by the Developer.



Safar Mandol

Mahendra Pandey

- (20) The owner shall not object to any construction or laying of sewerage, drainage, water pipes, cable or other provisions made in accordance with the law and scheme of construction of the said multistoried building.
- (21) That, the developer will be at liberty to generate funds by advertisement /selling/ booking/Mortgaging of flats of the proposed multistoried building for the purpose of speedy construction and timely completion of the said multistoried building as per approved plans and specifications to the extent of **58%** share of the developers.
- (22) That, the true copy of the power of the attorney and the agreement copy will be given to the owner by the developer.
- (23) That, the owner undertakes to execute the Registered **Power** of Attorney in favour of the Developer to be used for Sale/Mortgage of the Flats of the said multistoried building over the Schedule land of this Agreement as soon as the real constructionwork of the multistoried building takes place.
- (24) That, the developer in respect of the above-mentioned **Power** of Attorney, further undertakes to indemnify the owner against any loss or liability arising out of the Sale/Mortgage the said flats to the purchasers.
- (25) That, the developer undertakes to obtain all sorts of Government clearances and Govt. sanction from the concerned competent authority for the purposes of construction of the multistoried building over the Schedule land of this Agreement at its own cost and responsibility.
- (26) That, the owner will not be held liable and responsible for any payments to be made whatsoever to the laborer, workers and staff employed by the Developer and to any Government Agencies or any local bodies in respect to the proposed construction over the Schedule land of this Agreement &that will be the sole responsibility of the developer.

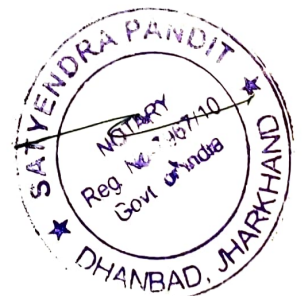


Safar Mandol

Mahendra Pandit

- (27) That, the owner will not be held liable and responsible for any untoward Incident or accident etc. that may occur during the construction work of the said apartment and the developer will be solely responsible for the said and indemnify the owner in case of any such eventuality. If the developer hereto shall also acquire land from other land owner's adjacent land of the first party for development and the first party has got no objection for the same.
- (28) That, the developer shall abide by the specifications and good quality of the proposed construction of the entire building and both the owner and developers shall strictly abide by the terms and conditions as agreed upon this agreement.
- (29) That, the developer shall be solemnly entitle for booking and sale of flats and to receive the payment in lieu of sale /Booking of this proposed multistoried building built at the cost of the developer to the extent of the share of the developer.
- (30) That, the developer undertakes to keep the owner fully indemnified against and harmless from any losses, costs, charges, expenses or claims by any of developer construction, workers or agents or for any breach of any statutory or contractual obligations.
- (31) That, all disputes arising out of this Agreement or regarding any matter connected with this agreement shall be settled by negotiations, if no settlement can be arrived as a result of these negotiations, the dispute shall be referred to the arbitration of two arbitrators, one to be appointed by each party. The decision of the arbitrators shall be final and binding upon both the parties.
- (32) That, the Agreement is exclusively subject to the jurisdiction of the **competent Civil Court, Dhanbad.**

In Witnesses whereof the parties here to have signed, sealed and delivered these presents on the day, month and year first above written



Safar Mandal

Mahadev Mandal

**SCHEDULE**

All that piece and parcel of Raiyati land situated in Mouza- Saraidhela, Mouza No. - 8, Old Khata No.-110; New Khata No.- 204 ; Old Plot no-3306; New Plot No.- 1963 Measuring total area 2 Decimal.

As per plan attached herewith and shown in colour Red, being butted and bounded by: -

- North : Bijay Mandal
- South : Pratap Mallik
- East : Kinkar Chandra Mandal
- West : Venders's Niz

**Witnesses:**

Safar Mandal

1.

**Signature of the Land Owner**

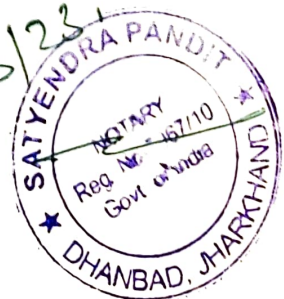
Mahadev Mandal

2.

**Signature of the Developer/Builder**

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.

Attested  
 Satyendra Pandit  
 Notary Dhanbad



Authorised  
 u/s 297 (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)

Safar Mandial

Mahadev Mandial

**Specifications:**

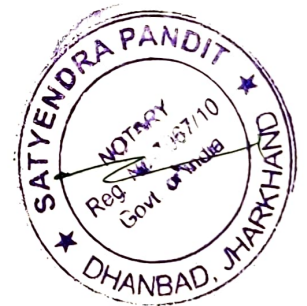
- Structure : RCC frame structure with brick work in cement mortar as per Design & specification
- Cement : Std. Make (Lafarge, Konark, Dalmia, ACC)
- Out paint of the building: Anti Fungus, weather coat/as per 3D views design etc.
- Iron TMT : ISI Mark Std. Make
- Drain water pipe : ISI mark std. make
- Elevation : A unique blend of original & modern architecture.
- Flooring : Vitrified tiles flooring (size- 2'-0"x2-0")
- Walls : All internal wall cement plastered with plaster of Paris, all External wall of weather coat finish.
- Doors : Doors frames of wood, shutters will be 32mm thick flush Shutter, Painted with a coat of primer with steel fitting.
- Windows : Fully glazed steel/powder coated Aluminum windows with grills painted with a coat of primer.
- Electrical : (a) Concealed PVC circuit wiring using copper conductors with Standard quality (Electrical accessories fixtures not included).  
(b) All electrical switches and accessories of Modular standard make. (anchor,hevells e.t.c)
- Bathrooms : (a) Flooring-vitrified tiles flooring (size-1'-0"x1'-0")  
(b) Dado- Glazed white tiles up to full height.  
(c) Fittings- All C.P. fittings will be of standard make & chromium plated. (jaquar ,essco)  
(d) Sanitary ware- White glazed vitreous sanitary ware and only cistern will be acrylic fiber glass in white color.
- Facilities:



Safar Mandol

Mahadev Mandol

- Stair : One stair for general use.
- Lift : Lift zoom up zoom down to your floor. (KONE/JOHNSON)
- Water Supply : 24 hour water supply from deep boring tube well.
- On Extra Cost:
- Electricity : Electric connection & separate transformer for the Apartment on extra cost.
- Generator : Standby generator goes in action if there is power failure on extra cost.





# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

NOTARY  
DHANBAD

06 MAR 2023

Receipt Number : 8aa7ef9c4deba5991edb

Receipt Date : 20-Jan-2023 11:57:14 am

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 : SWASTIK BUILDCOM

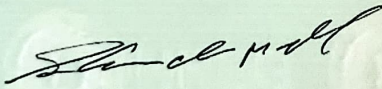
Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

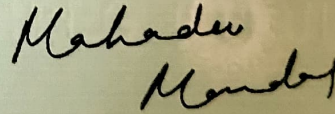
First Party Name : AS APPLICABLE

Second Party Name : SWASTIK BUILDCOM

GRN Number : 2315166630

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

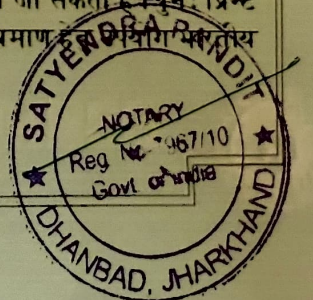
  
Kimkar ch Maudel

  
Mahadeu Maudel



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 मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।





Kinkar ch Mandal



## **Development Agreement**

This Development Agreement is executed and entered on 20<sup>th</sup> Day of January month TwoThousand Twenty-Three, at Dhanbad in between: -

**1.SRI SHANKAR CHANDRA MANDAL (UID NO- xxxx-xxxx-3903) 2. SRI KINKAR CHANDRA MANDAL (UID NO- xxxx-xxxx-7695)**, both sons of Sri Brindaban Mandal and grand son of Late Soren Mandal by faith- Hindu, by caste Sumnadal; by Occupation Business; resident of Mandal Para, Saraidhela P.O. saraidhela P.S. Saraidhela, District- Dhanbad [Jharkhand] hereinafter called the OWNERS of the ONE PART/FIRST PARTY.

**A N D**

**M/S SWASTIK BUILDCOM** (PAN – **AEWFS5140R**) having its Reg. Office at Main Road Saraidhela, P.O. & P.S.- Saraidhela, Dist.- Dhanbad (India) represented by its Partner **Mr. Mahadev Mandal** son of Late Atul Chandra Mandal, by faith Hindu, by caste sumandal, by occupation Business, resident of New Colony, P.S.- Saraidhela, Dist.- Dhanbad, hereinafter called the BUILDER/DEVELOPER of the OTHER PART/SECOND PARTY.







Kimkar ch Munde



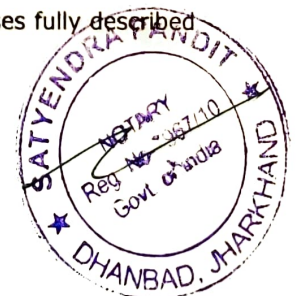
WHEREAS the land which is more fully described in the schedule below of Mouza No.- 8; Old Khata No. -110; New Khata no - 204; Old Plot No. 3306; New Plot no- 1963 total area 2 decimal of land registered vide sale Deed no 173 dated 16/01/2023 and whereas the vendor is inheriting and enjoying the same peacefully by virtue of inheritance.

Whereas the party of the one part hereto is the exclusive and absolute owner of the property full described in the schedule of this Agreement by exercising diverse acts of ownership and possession. The land is free from all encumbrances and is fit for construction of the proposed building on the land in question and also there is no dispute as regards rights of land as and the owner to have the responsibility to keep the developer indemnified all the times and if any dispute arisen within the family. If there will be any dispute regarding land, the land owner will be totally responsible. The land owner has agreed to give the builder all the papers of land in original (Deed with key plan & site plan, certified copy of mutation, Khatian or Terij & current rent receipt) at the time of agreement. And

Whereas the developer has agreed to develop the said land and to construct a multistoried building with residential system with object of selling such residential building.

Now these presents witnesses and the Parties hereby agreed as follows: -

- (1) That, this agreement for development and construction is being made on the express understanding at the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such Development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer.
- (2) That, the Developer hereby agrees and undertakes to obtain necessary sanction and permission for construction of multistoried building by MADA/Dhanbad Municipal Corporation, Town Planning Department on the premises fully described in the Schedule of this agreement.

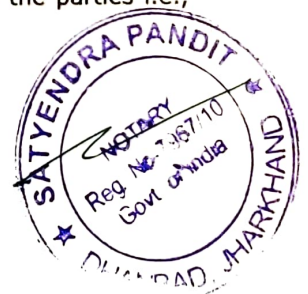




Kimkar ch Mawled



- (3) That, consideration of the land owner having agreed to entrust to the developer the development of their land fully described in the Schedule and construction of the said multistoried building at the said premises and if connection therewith, authorizing the developer to exercise the rights, powers privileges and benefits of the owners and the owner executing a power of Attorney its favour for the purpose of transferring, selling conveying and/or assigning the Developer's portion of the proposed building for the said purpose for signing and executing all writings, agreements, conveyances and or other transfer documents and perfecting such deeds and developments and writings by requisition thereof. The Developer agrees to give **42%** of the super built up area of Residential space to the land lord on each floor in lieu of the cost of the land within four years with a grace period of six month from the date of sanction of the map. Landlord proportionate share is subject to the actual measurement of the land i.e. FAR will be calculated with actual measurement of the land.
- (4) That, the development of the said land and construction of multistoried building thereon would be according to plan to be sanction/approval according to the specifications and particulars given therein.
- (5) That, the developments of the said land and construction of the said multistoried building would be at the sole risk and expenses of the Developer and Developers would comply with all statutory provisions, rules and regulations in relation thereto and the owner shall not be held liable for the same in any manner but shall always co-operate with Developers.
- (6) That, the agreement of development shall be registered as per provision of section 7 of Jharkhand Apartment Act 2005 (Jharkhand Act 11/2005).
- (7) That, after sanctioning of plan of the Apartment a supplementary agreement shall be entered into showing respective portions (shown in colors) of the parties i.e., Developer and **Land** owner.





Kimkar Ch Maudel



- (8) That, **42%** of residential **space** will be given to the land owner. **Power of attorney** will not be given by the land owner, to the Developer for the said **42%** of residential space and **Power of attorney** will be given to the Developer by the land owner only for the **58%** of residential space of the respective share of the developer only.
- (9) That, Builder will make transaction/sale agreement, sale deed or purchase from his own share i.e. **58%** of residential space only as because his right on **58%** of residential space only.
- (10) That, all the flats' owners will have equitable right, title, interest **over** the common areas like passage, garden, common passage, lift, guard room, generator etc. after the said flats of the multistoried building are sold to them respectively.
- (11) It is been mutually agreed between The Developer & the Landowner that Landowner will get his share of flats on his actual position of land which is more fully described in schedule.
- (12) That, the developer will positively construct the said multistoried building as per specification and Approved plan of the multistoried building by the competent authority within four years with a grace period of Six months from the date of approval of the plans by the Mineral Area Development authority/Dhanbad Municipal Corporation (Town Planning Department) for the said construction over the schedule land in this agreement. The developer shall **insure** that the processes of approval of plan by Dhanbad Municipal Corporation. The owner shall deliver to the developer all title deeds/documents in connection with the said lands.
- (13) That, Owner hereby given permission to Developer to enter the said property for the purpose of development and construction of the multistoried building.

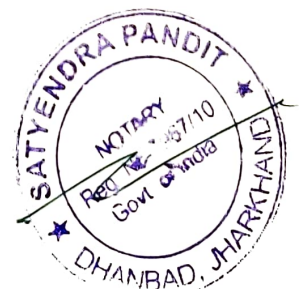




Kimkar ch Mandel



- (14) That, owner shall execute the necessary power of Attorney authorizing the developer to do all such acts & things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the multistoried building of flats to be constructed on the said premises.
- (15) That, owner shall sign and execute from time-to-time plans, applications for layouts subdivision, construction of the building and other applications necessary to be submitted to the authorities concerned at the request of and at the cost of Developer.
- (16) That, if any dispute litigation occurs in the said land from external and internal or individual channel then land owner has to clear all the disputes and litigation of the said land. Developer will not pay any amount for any litigation and disputes of said land.
- (17) That, in case if it is found that other than the owners if any other co-sharer claims their rightful ownership over the schedule property, then it is incumbent upon the owners to part with such co-sharers legal share/proportionate share in residential complex from their **42%** (Forty two Percent) share in the said building complex and Developer shall not contribute any portion from Developer Share of **58%** (Fifty Eight Percent) of the building.
- (18) That, owner assure the developer that said land is free from all kind on encumbrances like delegation lien, attachment, mortgage etc. and shall hand over undisturbed position so the Developer in case of failure shall return the advance money.
- (19) That, the owner. shall not be liable for any action fines, penalties or costs and expenses for any violation of any statutory provisions in relation to the said development and construction by the Developer.

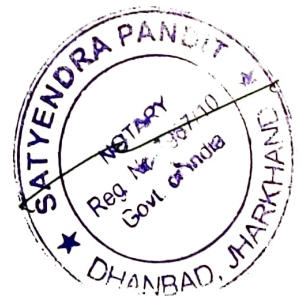




Kimbar ch Mandel



- (20) The owner shall not object to any construction or laying of sewerage, drainage, water pipes, cable or other provisions made in accordance with the law and scheme of construction of the said multistoried building.
- (21) That, the developer will be at liberty to generate funds by advertisement /selling/ booking/Mortgaging of flats of the proposed multistoried building for the purpose of speedy construction and timely completion of the said multistoried building as per approved plans and specifications to the extent of **58%** share of the developers.
- (22) That, the true copy of the power of the attorney and the agreement copy will be given to the owner by the developer.
- (23) That, the owner undertakes to execute the Registered **Power** of Attorney infavour of the Developer to be used for Sale/Mortgage of the Flats of the said multistoried building over the Schedule land of this Agreement as soon as the real construction work of the multistoried building takes place.
- (24) That, the developer in respect of the above-mentioned **Power** of Attorney, further undertakes to indemnify the owner against any loss or liability arising out of the Sale/Mortgage the said flats to the purchasers.
- (25) That, the developer undertakes to obtain all sorts of Government clearances and Govt. sanction from the concerned competent authority for the purposes of construction of the multistoried building over the Schedule land of this Agreement at its own cost and responsibility.
- (26) That, the owner will not be held liable and responsible for any payments to be made whatsoever to the laborer, workers and staff employed by the Developer and to any Government Agencies or any local bodies in respect to the proposed construction over the Schedule land of this Agreement &that will be the sole responsibility of the developer.



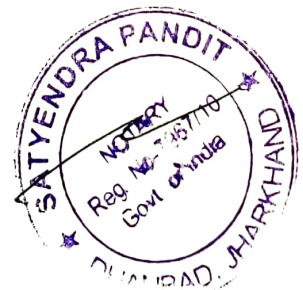


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- (27) That, the owner will not be held liable and responsible for any untoward Incident or accident etc. that may occur during the construction work of the said apartment and the developer will be solely responsible for the said and indemnify the owner in case of any such eventuality. If the developer hereto shall also acquire land from other land owner's adjacent land of the first party for development and the first party has got no objection for the same.
- (28) That, the developer shall abide by the specifications and good quality of the proposed construction of the entire building and both the owner and developers shall strictly abide by the terms and conditions as agreed upon this agreement.
- (29) That, the developer shall be solemnly entitle for booking and sale of flats and to receive the payment in lieu of sale /Booking of this proposed multistoried building built at the cost of the developer to the extent of the share of the developer.
- (30) That, the developer undertakes to keep the owner fully indemnified against and harmless from any losses, costs, charges, expenses or claims by any of developer construction, workers or agents or for any breach of any statutory or contractual obligations.
- (31) That, all disputes arising out of this Agreement or regarding any matter connected with this agreement shall be settled by negotiations, if no settlement can be arrived as a result of these negotiations, the dispute shall be referred to the arbitration of two arbitrators, one to be appointed by each party. The decision of the arbitrators shall be final and binding upon both the parties.
- (32) That, the Agreement is exclusively subject to the jurisdiction of the **competent Civil Court, Dhanbad.**

In Witnesses whereof the parties here to have signed, sealed and delivered these presents on the day, month and year first above written



*[Handwritten signature]*

Kimbar ch Mawdel

Mahadev Mawdel

**SCHEDULE**

All that piece and parcel of Raiyati land situated in Mouza- Saraidhela, Mouza No. - 8, Old Khata No.-110; New Khata No.- 204 ; Old Plot no-3306; New Plot No.- 1963 Measuring total area 2 Decimal.

As per plan attached herewith and shown in colour Red, being butted and bounded by: -

- North : Bijay Mandal
- South : Pratap Mallik
- East : Bishu Mandal
- West : Venders's Own

*[Handwritten signature]*

Kimbar ch Mawdel

**Witnesses:**

1.

**Signature of the Land Owner**

*[Handwritten signature]*

2.

**Signature of the Developer/Builder**

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]*  
**Attested**  
Satyendra Pandit  
Notary Dhanbad

Authorised  
u/s 297 (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)

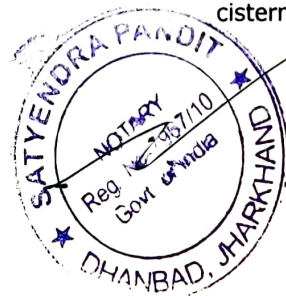
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**Specifications:**

- Structure : RCC frame structure with brick work in cement mortar as per Design & specification
- Cement : Std. Make (Lafarge, Konark, Dalmia, ACC)
- Out paint of the building: Anti Fungus, weather coat/as per 3D views design etc.
- Iron TMT : ISI Mark Std. Make
- Drain water pipe : ISI mark std. make
- Elevation : A unique blend of original & modern architecture.
- Flooring : Vitrified tiles flooring (size- 2'-0"x2'-0")
- Walls : All internal wall cement plastered with plaster of Paris, all External wall of weather coat finish.
- Doors : Doors frames of wood, shutters will be 32mm thick flush
- Shutter, Painted with a coat of primer with steel fitting.
- Windows : Fully glazed steel/powder coated Aluminum windows with grills painted with a coat of primer.
- Electrical : (a) Concealed PVC circuit wiring using copper conductors with Standard quality (Electrical accessories fixtures not included).  
(b) All electrical switches and accessories of Modular standard make. (anchor,hevells e.t.c)
- Bathrooms : (a) Flooring-vitrified tiles flooring (size-1'-0"x1'-0")  
(b) Dado- Glazed white tiles up to full height.  
(c) Fittings- All C.P. fittings will be of standard make & chromium plated. (jaquar ,essco)  
(d) Sanitary ware- White glazed vitreous sanitary ware and only cistern will be acrylic fiber glass in white color.
- Facilities:







Kimkar ch Mawled



- Stair : One stair for general use.
- Lift : Lift zoom up zoom down to your floor. (KONE/JOHNSON)
- Water Supply : 24 hour water supply from deep boring tube well.
- On Extra Cost:  
Electricity : Electric connection & separate transformer for the Apartment on extra cost.
- Generator : Standby generator goes in action if there is power failure on extra cost.

