

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 37113c894f8b04924eb1

Receipt Date: 11-Sep-2023 09:59:15 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: S S BUILDER AND DEVELOPER

Purpose of stamp duty paid: DEVELOPMENT AGREEMENT

First Party Name: VINAY SHARMA

Second Party Name: S S BUILDER AND DEVELOPER

GRN Number: 2319178150

per can be verified in the jhar nibandhan site through receipt number:

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For S. S. BUILDERS & DEVELOPER

This Receipt is to be used as proof of payment of stamp duty of the 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 सकृता है कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गृत दण्डनीय अपराध है।

Uhanbad (Jharkhand) Regd No - 1745211



DEVELOPMENT AGREEMENT

This Deed of Agreement made on this 11th day of September, Two Thousand Twenty Three, BETWEEN :- SRI VINAY SHARMA, S/o.Late Shiv Charan Sharma, by faith - Hindu, by Category - O.B.C., by occupation - Business, resident of Gram Sushmileva P.O. 0 Nag Nagar, P.S. - Barwadda, Dist. - Dhanbad, State - Jharkhand (Hereinafter called Landowner, First Party), which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representatives and assigns, of the ONE

For S. S. BUILDERS & DEVELOPER

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AND

S.S. Builder and Developer, having its registered office at C.M.P. Colony, Bhuiphore, P.O. - K.G. Ashram, P.S. Saraidhela, Dist. - Dhanbad, State -Jharkhand, Pin code - 828109,

represented by SRI SANTOSH KUMAR SRIVASTAVA, S/o. Late Lalita Prasad, having Aadhar No. 315207636078, - by faith - Hindu, by Category - General, by occupation -Business, resident of New Colony, P.O. - Jagjiwan Nagar, P.S. - Saraidhela, Dist. -Dhanbad, State - Jharkhand, Pin-826003, and Shri Dhananjay Kumar Singh, S/o Shri Chandra Madhav Singh, having Aadhar No. - 450132585463, by faith - Hindu, by Category - General, by occupation - Business, resident of C.M.P.F Co-Operative Colony, Bhuiphore, P.O. - K.G. Ashram, P.S. Saraidhela, Dist. - Dhanbad, State -Jharkhand, Pin code - 828109 (Hereinafter called Developers or Builder, Second Party) which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, legal representatives and assigns, of the OTHER PART.

WHEREAS the above mentioned lands measuring an Area 10 Kathas or to say 16.50 decimals of land purchased vide Regd. Sale Deed No. - 11171, dated 11.12.2007 from Sri Hanuman Prasad Singhal & others in favour of Landowner/First Party and mutated vide Mutation Case No. - 1391(iv) 2007-08 and paying rent in the year of 2019-2020 vide Online Rent Receipt No. -0711056140 and entered in Register-II vide Volume No. 1, Page No. 934 in the name of Land Owner.

The "Owner's Allocation" shall mean and include 38% out of the total Nos. of constructed flats, consisting of Parking and the some proportion space and roof of the proposed building to be constructed over the schedule 'A' below property more specifically described in the Schedule 'B' hereunder written.

The "Developer's Allocation" shall mean and include the remaining 62% of constructed Flat, consisting of parking, undivided soil right and proposed roof of the

building to be constructed over the Schedule 'A' below property more Specifically described in the Schedule 'C' hereunder written.

COMMON FACILITIES AND AMENITIES:

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

MAINTENANCE:

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

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

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

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

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That the developer shall forthwith start construction of the proposed building over the said land after getting Plan Sanction from MADA, Dhanbad and will complete the proposed construction within 36 months with a grace period of 6 (Six) months from date of Sanction of Plan from MADA, Dhanbad. The period of construction may be extended on the ground of natural calamities like EarthQuake, Civil War, Riot, act of God and or Situation beyond control of the human being but if in any case it is found that that the completion of the construction of the building is delayed except on the ground of Act of God or natural calamities then the Land Owner have right to cancel the Development Agreement.

That, after completion of the proposed building the builder/developer shall bring in deliverable state 38% out of the total Nos. of constructed flats Space consisting of parking, flats along with all other common utility services, advantages amenities, privileges etc. constituting "Landowner allocation" and inform the landowners about the completion of their portion of proposed building and the remaining constructed area i.e. excepting the owners' allocation and common areas more specifically described in the Schedule 'B' hereunder written now and to be specified precisely in the sketch map to be annexed with a supplementary agreement showing distribution of shares of owners' allocation and developer's allocation and the developer will be entitled to sell and dispose of its/their shares of the proposed building i.e. developer' allocation for which the Landowner shall have no objections but the developer shall have no authority to sell or negotiate for sale of portion fallen in share of the owners Residential part.

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

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That the Landowners do hereby declare and covenants:-

- 1. That he is the lawful owner of the Schedule below property and there is no other co-owners, co-shares in this property and the land in question is mutated in the name of Landowner of the first part for which the developer has made through enquiries and is satisfied about the proper title of the landowner in respect of the property described in schedule-A hereunder.
- 2. That the property described in schedule A hereunder is free from all encumbrances like mortgage, lease, lien charge, etc.,
- 3. Prior to execution of this development agreement the landowner has not sold transferred or conveyed the schedule 'A' property or part thereof to any party person or concern nor entered in any agreement for transfer with any one also and the said property is free from all encumbrances, charges, mortgages, litigations or pending suit / case in any court or office.
- 4. The landowners hereby assure the developer to execute or sign any further paper, document etc. In favor of the developer and for the construction and development of the proposed building to be constructed thereon.
- 5. During the period of construction if any dispute arises regarding title of the property in that event the landowners shall handle the situation without taking any further consideration from the developer and resolve such dispute on his own cost.
- During the construction of the building the owners shall extend all possible help for progress of construction of the building and should not cause any hindrance for construction of the building.
- 7. The Power of Attorney shall be executed and registered to developer for construct multistoried building.

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8. The Developer in respect of said Regd. Development Agreement, the developer shall has/have full right in the Schedule 'C' which means 62% share of total land, flats and parking area shall be entitled to sale, transfer, mortgage, lease etc. to any person or persons.

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

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

SIGNING AMOUNT:-

In consideration of the Owner permitting it to develop "The said property" the Developer has agreed to pay refundable adjustable singing amount of Rs. 1,00,000/- (Rupees One Lakh Only) on signing of this agreement paid through cheque number 085543 dated 11/09/2023 drawn on Bank of

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BOTH THE PARTIES HEREBY DECLARE AS FOLLOWS:-

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

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the written consent of the both parties.

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

SCHEDULE - 'A'

All that piece and parcel of Raiyati land situated in Mouza - Bhelatand, P.S. -Govindpur, District Sub Registry Office Dhanbad and Govindpur, Mouza No. -89, New Khata No. 182 (One Hundred Eighty Two), Old Khata No. 24 (Twenty Four), Plot No. 689 (Six Hundred Eighty Nine) and 690 (Six Hundred Ninety), Area 10 Kathas or to say 16.50 decimals (Sixteen Point Five Zero Decimals) of land (Land situated in other Road), as demarcated in Red colour on the plan annexed hereto, which is butted and bounded as follows:-

North: Part of this this Plot

South :- Part of this this Plot

East :- Proposed Road

West:- Proposed Road

SCHEDULE - 'B'

LAND OWNER'S ALLOCATIONS SHARE (38%)

The Builder/Developer shall deliver 38% (Thirty Eight Percent) share out of total Nos. of constructed flats of super built up area alongwith proportionate percentage share of land, car parking space and all common facilities and a mention of the said proposed building with 38% of proportionate share over land and roof right of Schedule - 'A' property specifically after approval of the building Plan.

SCHEDULE - 'C'

DEVELOPER'S ALLOCATION SHARE (62%)

The Land owners/First Party shall deliver 62% (Sixty Two Percent) share out of total Nos. of constructed flats of super built up area alongwith proportionate percentage share of land, car parking space and all common facilities and a mention of the said proposed building with 62% of proportionate share over land and roof right of Schedule - 'A' property specifically after approval of the building Plan.

TECHNICAL SPECIFICATION OF COMPLEX BUILDING

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

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

Door frames (Chawakats 3" x 3" size) of Sal / Kapoor Wood in all bed Rooms & Drawing rooms and Kitchen & Toilets 3" x 2" size with 32 mm thick Factory made Flush doors shutters commercial ply (both sides) Single leaf With standard fitting.

Steel/ Glazes with standard fitting, duly painted 1 coat primer.

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Grills

will

be

provided.

DOORS .

FLOORING & SKIRTING

- (A) Flooring and Skirting's to all bed Rooms, Drawing & Dining Rooms, balconies, etc. Vitrified Tiles up to 2'0" x 2'0"., and the height of skirting up to 4".
- (B) Flooring of toilets and kitchen will be Anti Skid tiles up to 1'0" x 1'0" size and skirting of toilets Glazed tiles (14" x 10" size) up to door height and Skirtings of kitchen will be up to 2' 0" height above working platform with glazed tiles 14" x 10" size.
- (C) Flooring of stair case & lobby with marble/ ceramic tile up to 1'x 1' size and skirting up to 6" heights.
- (D) Flooring of all other common places with IPS & skirting with smooth plaster up to 6" height.

Kitchen

Toilets/BathRooms (E) One Toilet with EWC and one Toilet with IWC with PVC cistern (Hindware/ Perryware) and For water supply ISI quality G.I.Pipes, and Geyser Point to each toilet, hot & cold plumbing bathing & wash basin, shower with hot & cold manually mixing arrangement shall be provided quality of

C.P. Fittings will be as per builder's ' choice. (F.W.C./IWC/Wash Basin will be White Glazed)

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

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

Scooter.

For S. S. BUILDERS & DEVEL

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BALCONY (i) 3'0" height wall partially of bricks walls and partially MS. Grills pr M/S Bars.

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

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

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

CONVENIENCES

SERVICES

☐ Silent Generator for common service and emergency lighting to flats upto 3 amps (750 watts).

One Lift of Galaxy Elevator.

All Flat Dish Antenna wiring points in the Living Room.

☐ All Flat A.C. wiring Point in Master BedRoom.

Water Supply: - 24 Hours water supply through own tube well and head tank. Drainage & Sanitation:- Drainage System around the Building & Sewerage system with septic Tank.

That, as per rate fixed by the Jharkhand Government, the Stamp Duty and

Registration Fees pay for Rs

only.

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Certified that the finger prints of the left hand of the Parties, whose photographs affixed in the document have been duly obtained before me, prepared the document as per draft/details supplied by the parties.

PARTINER

WITNESSES:

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For S. S. BUILDERS & DEVELOPER For S. S. BUILDERS & DEVELOPER

For S. S. BUILDERS & DEVELOPER

Dhanbad (Jharkhand) Regd. No.- 17452/19

NOTARY DHANBAD

Authorised U/8 297 (1) (C) of the Cr.P.C. 1977 Act No 11 of 1974) & w/s (8) (0) Act No 53 of 1952)