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5984



## Government of Jharkhand

### Receipt of Online Payment of Stamp Duty

NON JUDICIAL

**Receipt Number :** 78189c4a07b4497ea3e9

**Receipt Date :** 26-Nov-2021 12:52:50 pm

**Receipt Amount :** 200/-

**Amount In Words :** Two Hundred Rupees Only

**Token Number :** 20210000125628

**Office Name :** SRO - Dhanbad

**Document Type :** Development Agreement

**Payee Name :** ABHISHEK NAND ( Vendor )

**GRN Number :** 2108533493



निम्न विवरण 21 के अधीन और अधिनियम 1899 के अधीन :- For Office Use :-

राज्य सरकार के अधीन  
 या धारा 23 आ अधिनियम 1899  
 की धारा 1 या 1 के अधीन  
 प्रथाक रूप में लगाया गया है। अथवा विकर  
 कर्तरी में विद्यमान है या स्टाम्प - शुल्क अधिनियम  
 1899 के अधीन

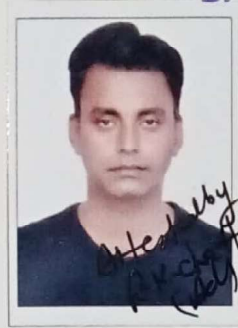
26/11/2021 निम्न अधिनियम  
 26/11/2021

Abhishek-NAND  
 26/11/2021

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Development Agreement Govindpur  
Value - 12,02,000/-

FEE PAID 36524/-  
GF N 2108538390  
DATE 26/11/2021



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Abhishek-Nand  
26/11/21

Fee paid

EW 30050 = 00  
2 5000 = 00  
M 150 = 00  
35200 = 00  
26/11

तफशील वर्गीत जमीन का मूल्य मार्गदर्शिका  
के अनुसार निर्धारित अनुसूची 26/11/21 से कम नहीं है

THIS AGREEMENT FOR ASSIGNMENT made at Dhanbad this the  
26th day of November, 2021 at Dhanbad BY AND BETWEEN :-

**SRI ABHISHEK NAND**, S/o Sri Kumar Krishna Nand, having PAN No. AJPPN7662R and Adhaar No. 4296 4213 3942, by faith - Hindu, by Category - General, Permanent Resident of Karmatand, P.S. - Govindpur, Dist. - Dhanbad, hereinafter called and referred to as the **LAND OWNERS** (which expression shall unless excluded by and repugnant to the context shall include their successors, legal representatives, executors administrator and / or person claiming under or in Trust of them and assigns.

AND

**OM REALTY**, having its registered office at Shop No 06, Lotus Tower, Main Road Saraidhela, P.S - Saraidhela, Dist. - Dhanbad, represented by **(1) SRI PANKAJ KUMAR ANAND**, S/o Late Anand Kishore Prasad, by faith - Hindu, by Category - General, by occupation - Business, resident of Vikas Nagar, P.O. Jagjiwan Nagar, P.S. Saraidhela, Dist - Dhanbad, Jharkhand - 826003, Aadhar No. - 2717 0421 1842 and **(2) SRI ASHISH KUMAR GUPTA**, S/o Sri Bhagwan Gupta, by faith - Hindu, by Category - O.B.C., by occupation - Business, R/o Co-operative Colony, P.S. Saraidhela, Dist. - Dhanbad, Jharkhand - 826005, Aadhar No. - 5720 4403 2781, here in after called the BUILDER/DEVELOPER, PROMOTER the OTHER PART.

✓



Abhishek Nand  
26/11/20

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

The "land owners" means the above Named:-

Sri Abhishek Nand, S/o Sri Kumar Krishna Nand, having PAN No. AJPPN7662R & Adhaar No. 4296 4213 3942, by faith - Hindu, by Category - General, Permanent Resident of Karmatand, P.S. Govindpur, Dhanbad.

The "Developer & Builder/ Developer" means the above named OM REALTY having its registered office at Shop No. 06, Lotus Tower, Main Road Saraidhela Dist – Dhanbad, represented by Sri Pankaj Kumar Anand, S/o Late Anand Kishore Prasad, by faith - Hindu, by Category - General, by occupation – Business, resident of Vikas Nagar, P.O. Jagjiwan Nagar, P.S. Saraidhela, Dist - Dhanbad, Jharkhand – 826003 and Sri Ashish Kumar Gupta, S/o Sri Bhagwan Gupta, by faith - Hindu, by Category - O.B.C, by occupation – Business, R/o. Co-operative Colony, P.S. Saraidhela, Dist. - Dhanbad, State - Jharkhand, Pin-826005, includes its successors in office, legal representatives, executors, administrators and assigns.

The "Immovable property" means all that piece and parcel of land measuring 9.96 decimal, land Old Khata No. 02 & New Khata No. 251 being portion of Old Plot No. 58 & New Plot No 77 of Mouza Karmatand, Mouza No 175, P.S. – Govindpur, District Sub Registry office at Govindpur, Dhanbad more fully described in the Schedule 'A' hereunder written which is the subject matter of this Development Agreement.

Abhishek Nand  
26/11/20

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The "Owner's Allocation" shall mean and include 40% out of the total area of Commercial/Residential Space, 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 60% out of the total area of Commercial/Residential Space, consisting of Parking, undivided soil right and proposed roof of the building to be constructed over the Schedule 'A' below property more Specifically described in the Schedule 'C' hereunder written.

COMMON FACILITIES AND AMENITIES:

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

MAINTENANCE:

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

TITLE INDENTURE:

WHEREAS The Land originally recorded in the Name of Sri Ram Prasad Rao, (Great Grandfather of present seller Sri Kumar Krishna Nand, who is also father of present Land Owner Sri Abhishek Nand, purchased through Absolute Deed and acquired land through Deed No. 15389 dated 02/12/1964 and Deed No. 2215 dated 19/02/1966 from Badruddin Mia, and after death of Sri Ram Prasad Rao, under family distribution, Sri Kumar Krishna Nand got land measuring 9.96 decimal in his proportionate share and transfer to his son and Present Land

Abhishek Nand  
26/11/20

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Owner Sri Abhishek Nand through Absolute Sale Deed No 3363 dated 23/09/2017, entered in Book No I, Volume 189, Page No. 453 to 484 dated 23/09/2017 and Deed No. 3720 dated 03/11/2017 entered in Book No I, Volume 212, Page No. 131 to 160 dated 03/11/2017, registered at Sub Registry Office Govindpur, Dhanbad and got mutation done of the aforesaid land vide Case no. 531/2017-18 & 14860/2021-22 and entered in Register-II vide Volume No. - 3 & 7, Page No. - 6 & 4 in the vendors own name.

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

That in pursuance of above agreement the landowners have 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 Commercial/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 landowners 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 developer subject to the terms hereinafter mentioned. However, the power attorney holder or the developer shall have no right to sell or mortgage or to obtain loan from any bank in respect of shares of landowners.

ADMINISTRATIVE  
26/11/20

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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 24 months with a grace period of 12 (Twelve) months from the date of Sanction of Plan from MADA, Dhanbad and Registration of Project from JHARERA, Jharkhand. The period of construction may be extended on the ground of natural calamities like Earth Quake, Civil War, Riot, act of God and or Situation beyond control of the human being but if in 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 Owners have right to cancel the Development Agreement.

That, after completion of the proposed building the builder/developer shall bring in deliverable state 40% out of the total area of Commercial/Residential Space consisting of parking, flats along with all other common utility services, advantages amenities, privileges etc constituting "**landowners allocation**" and inform the landowner about the completion of their portion of proposed building and the remaining constructed area i.e. excepting the owners' allocation and common areas more specifically described in the Schedule 'B' hereunder written now and to be specified precisely in the sketch map to be annexed with a supplementary agreement showing distribution of shares of owners' allocation and developer's allocation and the developer will be entitled to sell and dispose of its/their shares of the proposed building i.e. developer' allocation for which the Landowner shall have no objections but the developer shall have no authority to sell or negotiate for sale of portion fallen in share of the owners Residential part.

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

That the Landowners do hereby declare and covenants:-

1. That he is the lawful owners 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 Landowners 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 landowners 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.



Abhishek - Handwritten  
Signature

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6. During the construction of the building the owner shall extend all possible help for progress of construction of the building and should not cause any hindrance for construction of the building.
7. The power of Attorney shall be executed and registered before sanction of building plan by MADA. Dhanbad in order to enable the developer to construct the multistoried building.

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 Commercial/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 Developer shall be solely liable for any dispute or claim arising out of any transaction in respect of Developer allocation in between Developer and their Purchasers.
3. 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 ( if any ), labours workmen guards, purchase of building materials, fixtures, fitting installations and/or other

Uthmaniyah - Hand  
26/11/12

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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.

4. The Developer shall arrange for proper water line, fixtures, fittings, installation of electricity.
5. The developer shall construct the entire building in respect of developer's allocations and owner's allocation with same standard as shown in the procedures and requirements of sanctioned plan of MADA, Dhanbad.

BOTHE THE PARTIES HEREBY DECLARE AS FOLLOWS:-

- a. Neither parties of the first part and / or the second part shall sale and transfer the proposed allocation of each others to any or more party or parties.
- b. The parties shall be fair and honest and none of the parties shall cheat, deceive and deprive the other so far as the standard of construction and other matters.
- c. The parties shall put and render their sincere efforts for the great success of the development project.
- d. The developer shall or may publish in news paper or any media for disposing of its / their area i.e. the developer's allocation to the intending buyers or parties, the developer shall or may raise funds from

Uthmaniyah - Hand  
26/11/20

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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 MADA, Dhanbad and as shown in brochures so far as specification are concerned.
- g. The parties hereto shall have harmless and keep indemnified each other against any loss, damage, incident suit or proceedings.
- h. The parties may alter or amend any terms of this development agreement and/ or to include any further terms therein later if found necessary that the written consent of the both parties.
- i. The roof right of the building shall be joint between the owner and builder.
- j. If any accident takes place while the building is constructed it shall be the full responsibility of the developer.
- k. The parties hereof including their respective heirs, successors, successors-in-office- administrator's legal representatives and / or persons claiming through or in trust of them shall comply honor and

अंचल अधिकारी... जी. वरुण प्राप्ता सूची  
के अनुसार दस्तावेज में वर्णित मौजा... कर्मतान  
नम्बर... 175 के नया खाता नं०... 251  
निषिद्ध खाते से बाहर है ~~वृद्ध~~ नहीं है।  
6/11

Admission - bond  
26/1/18

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abide by all the terms of this Agreement.

- I. Any type of tax liability if occurred in future regarding Land Owner's allocation, it will be borne by the Land Owners itself.
- m. All disputes and difference arising out of this agreement between the parties regarding the performance including non performance of this agreement, interpretation of terms and conditions herein contained shall be referred to the arbitration of sole Arbitrator to be appointed jointly by both the parties or in the event of any difference between them in the matter of appointment then through the process of court of law and the decision of such arbitrator shall be final and binding on both the parties.

#### SCHEDULE 'A'

Within District Dhanbad, district sub registry office- Govindpur, Dhanbad, P.S. Govindpur, Mouza- Karmatand (Mouza No. 175), New Khata No. 251, Old Khata No. 02, New Plot No. 77, Old Plot No. 58 measuring an Area 9.96 decimals, as demarcated in Red colour on the Plan annexed hereto, The land is situated at Main Road Commercial, which is butted and bounded as follows :-

#### Butted and bounded as follows :-

North	Part of Plot No 58 (Old),
South	Plot of Kumar Rajesh Nand,
East	Govindpur Baliyapur Road,
West:-	Part of Plot No 58 (old).

Abhishek-Nand  
26/11/20

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### SCHEDULE ' B'

#### OWNER'S ALLOCATIONS

The Builder shall deliver 40% out of the total Commercial/Residential Space of constructed area, consisting of parking other built up area out of the total Commercial/Residential space and the same proportions of parking on the proposed building which is to be specifically whom in the supplementary agreement to be executed after approval of the building plan.

### SCHEDULE ' C'

#### DEVELOPER'S ALLOCATION

Save and except the owner's allocation as stated herein above in schedule 'B' the remaining 60% out of the total Commercial/Residential Space of constructed area, consisting of parking other built up area out of the total Commercial/Residential space and the same proportions of parking on the proposed building and roof right, to be constructed over the Schedule 'A' below premised right to egress and ingress common right, stair space which will be specifically shown in subsequent agreement to be executed between the parties after plan is approved by MADA.

### TECHNICAL SPECIFACATION 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 .

Ubrishela Nand  
26/11/20

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

**WINDOWS** Steel/ Glazes with standard fitting, duly painted 2 coats on one coat primer. A/SO/M/S Grills will be provided.

**FLOORING & SKIRTING**

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

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

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

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

**Toilets/Bath Rooms** (E) One Toilet with EWC and one Toilet with IWC with PVC cistern ( Hindware/ Perryware ) and For water supply ISI quality G.I.Pipes, and Geyser Point to each toilet, hot &

Vibin Sreekumar  
26/11/20

**CONVENIENCES**

cold plumbing bathing & wash basin, shower with hot & cold manually mixing arrangement shall be provided quality of C.P. Fittings will be as per builder's choice. (F.W.C./IWC/Wash Basin will be White Glazed)

**Kitchen**

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

**Car Scooter Parking**

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

**BALCONY**

(i) 3'0" height wall partially of bricks walls and partially 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.)

Abhishek-Mand  
26/11/21

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#### CONVENIENCES

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

#### SERVICES

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

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

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

THAT, as per Development Agreement Builder/Developer to sign, present and execute any deed or document of sale, agreement, lease, mortgage before any Registrar or Sub Registrar in any Registry Office on behalf of Land Owner/First Party and to admit its execution thereof and to do all other things, which is necessary to complete the registration on our behalf in connection with our property described in the schedule below.

THAT, as per rate fixed by the Jharkhand Government, the Stamp Duty and Registration Fees paid for **Rs. 12,02,000/- (Rupees Twelve Lakhs Two Thousand only)**.

THAT, the Seller does not come under the Category of SC/ST and other 51 Castes mentioned in under section 46 of C.N.T. Act 1908.

IN WITNESS WHEREOF the parties above here to set and subscribed their respective hands and seals on the day, month and year first above written. Signed Sealed and delivered in presence of :-



Abhishek - Hand  
26/11/20

S Abhishek - Hand  
26/11/20

**(Sig. of the First Party/Land Owner)**

**Photograph and Finger prints of  
The Second Party/Developer No. 1 :-**



1) Pankaj Kumar Anand

**(Sig. of Second Party/Developer No. 1)**

**Photograph and Finger prints of  
The Second Party/Developer No. 2 :-**



Ashish Kumar Gupta

**(Sig. of Second Party/Developer No. 2)**

Witnesses Hand  
26/11/20

IN WITNESS WHEREOF the parties here to have executed this Agreement prepared and delivered one each to the Land Owners & the Developer on the first above written in presence of witnesses.

WITNESSES :-

1. Kumar Krishna Xena  
S/o - Let Bhakhari Rao  
J.A.P. 3 Road Karimnagar  
Gobindpur  
26/11/20
2. Ritesh Kumar Sharma  
S/O Ram Nivesh Sharma  
Sarsidhela, Dhanbad  
26/11/20

Certified that the finger prints of the left hand of each person, whose photographs is affixed in the document, have been obtained before me, prepared in my office as per draft supplied by the parties :-

Rajkumar Chatterjee  
Advocate  
Dhanbad  
E-NO-804/2010

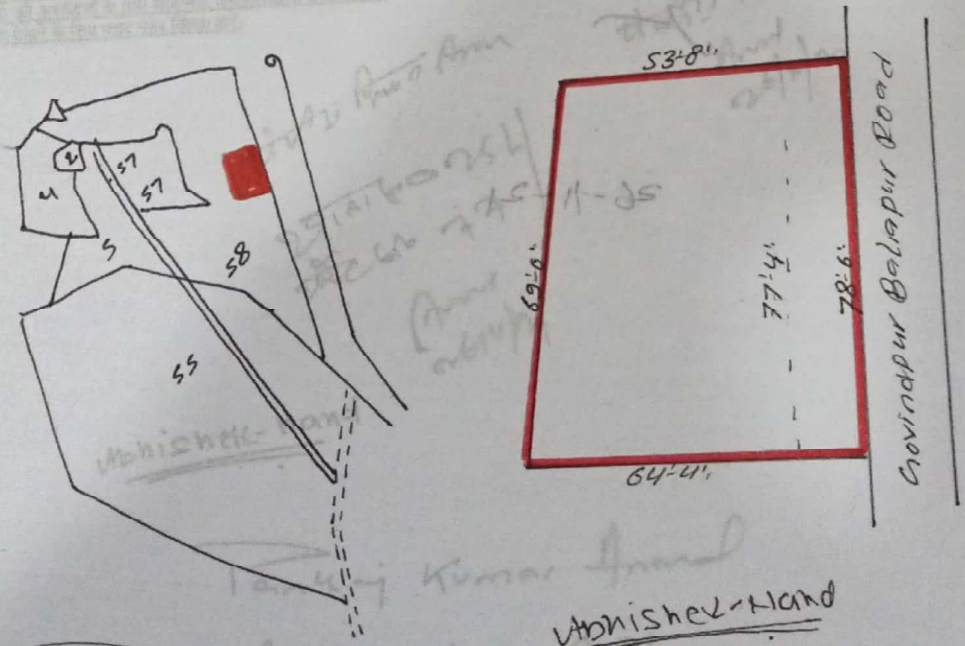
Party - Sri Abhishek Nand Sri Kumar Mishore Nand of Karmatand. P.S. Govindpur, Dist Dhanbad

Party - 1) Sri Pankaj Kumar Anand Sri Late Anand Mishore Prasad of Vikash Nagar, P.O. Jagjivan Nagar, P.S. Baraidhela, Dist Dhanbad (2) Sri Ashish Kumar Gupta Sri Sri Bhagwan Gupta of Co-operative Colony, P.S. Baraidhela, Dist Dhanbad

Schedule - mouza Karmatand No: 175 New Khata No: 251. Old Khata No: 2, New Plot No: 77. Old Plot No: 58. Area: 9.96 Dec

Boundary - North : Part of Plot No: 58 (old)  
South : Plot of Kumar Rakesh Nand  
East : Govindpur Beliapur Road  
West : Part of Plot No: 58 (old)

Show in red



TRIVELOR

Abhishek Nand

Pankaj Kumar Anand  
20/11/20

Ashish Kumar Gupta