

# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 85d3ef38462de89d1e44

Receipt Date : 04-Jan-2024 08:04:25 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 : MS MAHATO GOODS TRANSPORT SERVICES PRIVATE LIMITED DIRECTOR MR AVISHEK PAUL

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

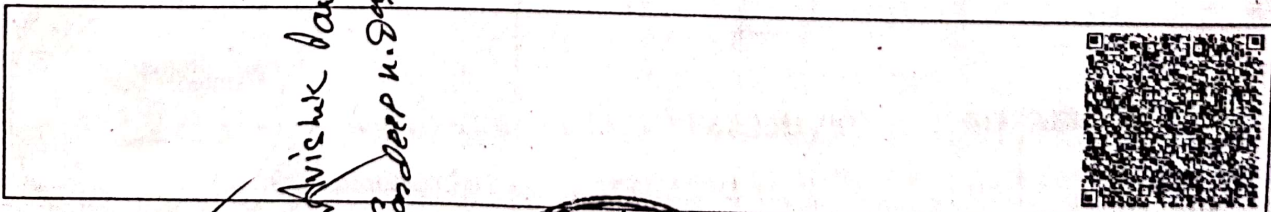
First Party Name : MS MAHATO GOODS TRANSPORT SERVICES PRIVATE LIMITED DIRECTOR MR AVISHEK PAUL

Second Party Name : MS SKYWARD REALTY PRIVATE LIMITED DIRECTOR MR SANDEEP KUMAR DAS

GRN Number : 2400023692

NOTARY  
DHANBAD

-: 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-47 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट



*Avishek Paul*  
*Sandeep K. Das*

**DEVELOPMENT AGREEMENT**

This Development Agreement is executed and entered on *09*...day of January month 2024, at Dhanbad in between:-

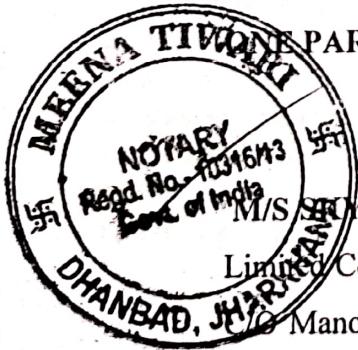
**BETWEEN**

**M/S MAHATO GOODS TRANSPORT SERVICES PRIVATE LIMITED, PAN NO- AAMCM2130N, A Private Limited Company duly incorporated under the Indian Companies Act., having its office at Room No.1, Dhiren Market, Near DAV School, Shastri Nagar, Moonidih, Dhanbad, Represented herein through its Director Mr. Avishek Paul, (AADHAR NO-XXXX XXXX 6272,) Son of Sri Nanda Dulal Paul & Grand Son of Late Sita Nath Paul , by occupation- Business, Category- BC, Resident of Behind S.S.L.N.T College, L.C. Road, Hirapur, Dhanbad, P.S. & Dist- Dhanbad OWNER of the**

**PART.**

**AND**

**M/S SHYWARD REALTY PRIVATE LIMITED, PAN NO- ABICS4116R, A Private Limited Company duly incorporated under the Indian Companies Act., having its office at Manoj Kumar Mahato, Parsia, P.S.- Putki, Dhanbad, Represented herein through its Director Mr. Sandeep Kumar Das, (AADHAR NO-XXXX XXXX 1544) Son of Late Ankur Chandra Das & Grand Son of Late Khaniya Lal Das by occupation- Business, Category- General, Resident of Vill- Pathuria, P.S.- Govindpur, Dist- Dhanbad**



Avishek Paul  
Sandeep Kumar

WHEREAS the land which is more fully described in the schedule below of Mouza – SABALPUR, Mouza No-11, New khata no-124, Old khata no-37, Old plot no-680, New plot no-924, area 4.75 Kathas , New khata no-48, Old khata no-68 area 3.56 Kathas, Total area measuring 8.31 kathas or to say 13.71 (Thirteen Point Seven One Decimals) of land acquired vide Regd. sale deed no.3525, Dated-13-6-2022 registered at Dhanbad registry office, in favour of Land owner, whereas the vendor is inheriting and enjoying the same peacefully by virtue of inheritance.

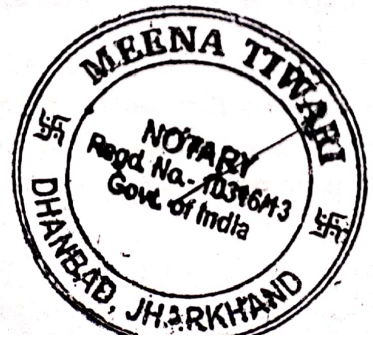
MS MAHATO GOODS TRANSPORT SERVICES PVT LTD. REP. BY ITS DIRECTOR SRI AVISHEK PAUL, (ADHAR NO- XXXX XXXX 6272), Son of Sri Nanda Dulal Paul, appertaining to New khata no-124, Old khata no-37, Old plot no-680, New plot no-924, area 4.75 Kathas , New khata no-48, Old khata no-68 area 3.56 Kathas, Total area measuring 8.31 kathas or to say 13.71 (Thirteen Point Seven One Decimals) of Land has agreed to develop the Land with residential Building.

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

And whereas the land owner became desirous to develop the land by the support of Developer 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 party/ owner have agreed to develop the land by way and whereas the party of constructing residential 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 owner in land as and the building on the land in question and also there is not dispute as regards rights of land as and the owner to have the responsibility to keep the developer indemnified all the times and it any dispute arisen within the family. If there will be any dispute regarding land,



Aishik Paul

Sandeep Mehta

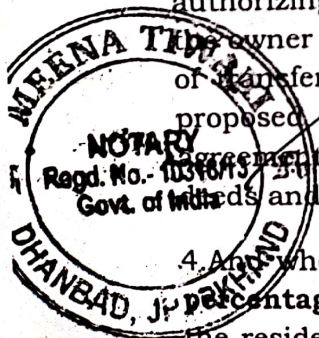
the land owner will be totally responsible. The land owner are agreed to give all the papers of land (Deed, Mutation & Current rent receipt) at the time of agreement.

**AND**

**Wheras** the developer have agreed to develop the said land to construct a multistoried building with residential system with object of selling 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 agree 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 full 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 if connection therewith, authorizing the developer to exercise the rights, powers privileges and benefits of the owner and the owner executing a **power of Attorney** its favour for the purpose of transferring, selling conveying and/or assigning the Developer 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.
4. And wheras it has been decided between the Land owner and builder and the percentage of the construction will be 40% share of total Super built up area of the residential space in the premises will be land lords and 60% share will be of Developer share which will be calculated on final measurement of the Plot.



Avishek Paul  
Dandarp k 99

5. That the owner will be entitled to hold and possess their respective **40%** residential share in the Super built up area in building by sale, gift, mortgage or other wise to any party or the parties similarly the builder will also entitled to dispose gift, mortgage of his **60% Residential to anybody or person or persons as per its choice** in which neither the owner 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.

6. 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 specification and particulars given therein.

7. That, the development of the said land and construction of the said multistoried building would be at the sole risk and expenses of the Developer would comply with all statutory provisions, rules and regulations in relation thereto and the owner of land shall not be held liable for the same in any manner but shall always co-operate with Developer.

8. That all the flat owners will have equitable right, title, interest over common areas like passage, garden, common passage, lift, guard room, generator etc. after the said flats of the Building are sold to them respectively.

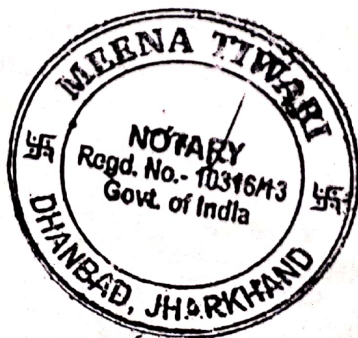
9. That, the developer will positively construct the said apartment as per specification and Approved plan of the apartment by the competent authority within 03 years after passing the MAP by MADA/ Dhanbad Municipal Corporation for the said construction over the schedule land in this agreement. If any ligitations, nuisance, disturbance raised then grace period will be extened for completion.

10. That owner hereby gave permission to Developer to enter the said property of development and construction of the multistoried building.



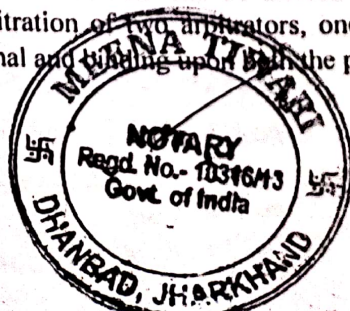
Avishek Patel  
Sandeep K. S. S.

11. That the Developer of the agreement agreed to demolish the old house which is constructed on 2000 sq feet area after handover the possession of the flat to the Land Owner of that old house.
12. That, owner shall 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 flats to be construction on the said premises.
13. That, owners shall 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.
14. 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 three years after passing the Map by MADA/ DMC (Dhanbad Municipal Corporation).
15. 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.
16. 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.
17. That, the developer will be at liberty to generate funds by advertisement/selling/ booking/Mortgaging of flats of the proposed Building for the purpose of speedy construction and timely completion of the said apartment as per approved plans and specification.
18. In Case any litigations, nuisance , disturbance raised in the said land then the Land owner (First Party) has to return the total Loss (including signing and other cost related to develop the said land) to the developer immediately.
19. 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 apartments of flats to be constructed on the said premises.



J. H. S. L. / Lal  
Sandeep K. S. S.

20. That, the owner undertakes to execute the registered power of attorney in favour of the developer to be used for sale/mortgage of the residential flats of the said building over the schedule land of this agreement as soon as the real construction work of the building takes place.
21. That, the copy of the power of the attorney and the agreement copy will be given to the owner by the developer.
22. 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 flats to the purchasers. .
23. 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.
24. 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.
25. 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.
26. That, the developer shall abide by the specifications and good quality (ISI approve) of the proposed construction of the entire building and both the owner and developers shall strictly upon this agreement. abide by the terms and conditions as agreed upon this agreement.
27. That, the developer shall be solemnly entitled for booking and sale of flats and to receive the payment in lieu of sale/booking of this proposed building built at the cost of the developer
28. 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.
29. That, the Agreement is exclusively subject to the jurisdiction of he competent Civil Court, Dhanbad.
30. 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.



31. That, the developer/builder has verified the schedule cost from his source and found it suitable for development.

32. That the details of area, facilities and fully finished portion of the property to given the Owner is 40% residential of total built up area of the building.

*Sandeep k 99*

SCHEDULE

1 piece and parcel of raiyati land situated within Mouza - SABALPUR, Mouza No-10, New Khata No.124, ata No.37, New Plot No.923, Old Plot No. 680, Area 4.75 Katha, New Khata No.48, Old Khata No.68, New Plot No. 924, Old Plot No.679, Area 3.56 Katha Two New Khata and Two New Plots (Total Area 8.31 katha or to 71 Decimals of Land)

WITNESSES:-

- H -- PART OF NEW PLOT NO 923 AND 924.
- H -- NEW PLOT NO 925.
- 20 FEET WIDE ROAD.
- PART OF NEW PLOT NO 923.

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

*Witnesse*

Witnesses:

Owner:

*Rakesh Kumar Mahata*

*S/D Dipak Kumar Mahata*

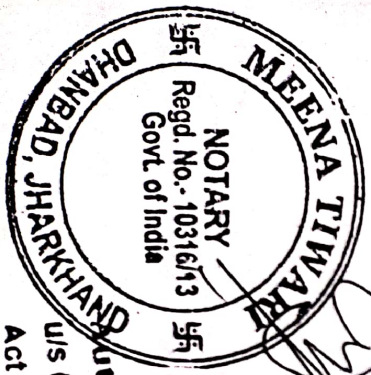
*Z.S.M. Dhanbad.*

*Sandeep k 99*

*04/11/2024*

Developer:

*[Signature]*



**ATTESTED**  
**NOTARY DHANBAD**

*[Signature]*

Authorised.  
u/s (8) (i) (a) of the Notaries Act 1952 (Act No. 53 of 1952)

T.K. PARIKAR (A.K.A.)  
ENO. 2200/2000