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Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 98262863b4472f738948

Receipt Date : 28-Jan-2023 02:36:46 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Token Number : 20220000145750

Office Name : SRO - Chaibasa

Document Type : Development Agreement

Payee Name : S R ENTERPRISES PARTNERSHIP FIRM
REPRESENTED THROUGH ITS PARTNERS
MD IRFAN ALI (Vendee)

GRN Number : 2315473429



-: For Office Use :-

2023/145750
30/01/2023

2023/CHAIB/48/BK/1/46

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।

इस रसीद के माध्यम से पूर्व में गैर जरा कोटि लेवा कही गी गठ है,
Sujit Dey
30/01/2023



Scanned with OKEN Scanner

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:: 2 ::

Development Agreement - 24,03,000/-

P.O. Sadar Chaibasa

St - 100/-

Rent - 2.00P/- → 4.00P/-
200P/-

जम 2 क अधीन ग्राह्य भारतीय स्टाम्प अधिन-
७९९ की अनुसूची 1 या 1 क. स० के अधीन नथः
गटानागपुर कास्तकारी अधिनियम के धारा... 5...
क अधीन दधावत स्टाम्प सहित (या स्टाम्प इल्क) से
निमुक या स्टाम्प इल्क अशेक्षित नहीं।

30/1/23
बिबेकनाथ पट्टाधिकारी
बाइबासा

Sujata Dey
Suparna Dey

46
(Owners)
(Developer)
For M/s S.R. Enterprises)



Sujata Dey
30/1/2023



DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this 30/01/2023.

B E T W E E N

Feebaid
A&Z 60,075.00
Salami 3.00
Proan 1.00
S.P. 2,220.00
E fe - 2000.00
64299.00

1. SUJATA DEY, aged about 45 years, wife of Sri Nabal Kishore Dey, daughter of Dulandu Dey, granddaughter of Late Basant Kumar Dey, by faith Hindu, by occupation Housewife, by category - General (Not being a prohibited caste under CNT Act), resident of 75, Mohalla Tungri, P.O. and P.S. - Chaibasa, District Singhbhum West, Adhar no. XXXX-XXXX-7710, Mobile no. 9113302821, PAN no. AGPPD9078G:

2. SUPARNA DEY, aged about 39 years, wife of Sri Debabrta Dey, daughter of Nipen Kundu, granddaughter of Late Atul Kundu, by faith Hindu, by occupation Housewife, by category - General (Not being a prohibited caste under CNT Act), resident of 269, new Colony, Nimdih, P.O. and P.S. - Chaibasa, District Singhbhum West, Adhar no. XXXX-XXXX-4275, Mobile no. 7004698991, PAN no. FVAPD3794

Deben Dey 30/01/2023
सभी दस्तावेजों का अवलोकन
किया एवं सही पाया।

(क) सुजाता डे
 पं. क्र. नाम श्री सुजाता डे
 पं. क्र. स्थान सुजाता डे
 जति दुर्गाती पं. क्र. थाना-सदर चाईबासा
 अवर निबंधक सुजाता डे द्वारा प्रमाणीकृत हुआ
 तमा 20 के अ
 ीम लेख्यकारिय! या दावेदागे या दावेदारो मे से एक
 श्री
 क प्राभिकता (अटनी) हे न ता 30/07/2023
 क पूर्वाहन (या अपराहन) मे 90,000/1000 अवर निबंधक
 क निबंधन के लिए 90
 रिजल्टाल पदधिकार
 11/11/22



Sujata Dey
 30/11/2023



Sujata Dey
 30/07/2023

Sujata Dey
Suparna Dey
(Owners)
Sujata Dey
Suparna Dey
(Developer) 30/11/2023
For M/s S.R. Enterprises
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Suparna Dey
30/11/2023

Suparna Dey
30/11/2023



Hereinafter jointly called and referred to as the "OWNER" and individually as "Owner no. 1 and 2" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, legal representatives and assigns) of the ONE PART.

AND

M/s S. R. Enterprises, a partnership firm having its office at M/s S. R. Enterprises, a partnership firm having its office at road no. 13/B, Jawaharnagar, Mango, Jamshedpur, District East Singhbhum; represented through two of its partners – (1) MD. IRFAN ALI, aged about 36 years, son of Md. Shamsul Haque, grandson of Late Ali Hasan, by category – General (Not being a prohibited caste under CNT Act), by faith Muslim, by occupation Business, resident of House no. 36451, Road no. 13/B, Jawahar Nagar, Mango, Jamshedpur, 831012; Adhar no. XXXX-XXXX-1727, Mobile no. 9263860971, (2) MD. AFTAB ALAM, aged about 37 years, son of Md. Minhajuddin Ansai, grandson of Late Md. Salim Ansari, by category – General (Not being a prohibited caste under CNT Act), by faith Muslim, by occupation Business, resident of

Sujata Dey
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(Owners)
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Suparna Dey
(Developer)
For M/s S.R. Enterprises)

30/1/2023

Md. Minajuddin Ansari, Santaram Path, Besides Green Vatika, Lakshya Apartment, Chepapul, Azadnagar, East Singhbhum, 832110; Adhar no. XXXX-XXXX-2031, Mobile no. 7739100506, PAN no. ACZFS1520J (S. R. Enterprises); hereinafter called and referred to as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives and assigns) of the OTHER PART.

CLASS OF DEED :- Agreement giving authority and power to Developer for construction on and for development and disposal of portion of saleable space over schedule-A land.

VALUATION AS PER GOVERNMENT RATE:-

1.	Total value of schedule-A-land @ Rs. 1,67,222/- = 1,67,222/- x 14.370	=	Rs. 24,02,981/- or 24,03,000/-
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ANNUAL RENT :- 1. For Item no. 1 of Schedule-A – Rs. 2/- only excluding cess. (Entered in Online Jamabandi Register II at page no. 45, Volume no. 7)
2. For Item no. 2 of Schedule-A – Rs. 2/- only excluding cess. (Entered in Online Jamabandi Register II at page no. 44, Volume no. 7)



Sujita Dey
Suparna Dey

(Owners)
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(Developer)
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LANDLORD :- The Circle Officer, Chaibasa.

WHEREAS,

1. That land under khata no. 86, plot no. 363, measuring an area of 23 decimals, old ward no. 5, Chaibasa Municipality, new ward no. 16, P.O. and P.S. – Sadar, District Singhbhum West, Jharkhand, stands recorded in the name of the Tapobrata Burman, son of late Amiyo Ranjan Burman, in the recent survey settlement Records of Rights, framed & published on 18.12.1972.
2. That Tapobrata Burman, sold the land aforesaid in favour of Prabhat Chandra Dev Burman, vide deed no. 87/1988, dated 21.07.1982 and same was mutated in his name in the office of the CO Sadar vide Mutation case no. 183 of 1987-88.
3. That after demise of Prabhat Chandra Dev Burman, the land aforesaid devolved upon his sons and daughters – (1) Shantanu Dev Burman, (2) Sanjeev Dev Burman, (3) Ashok Dev Burman, (4) Kaveri Banerjee, and same was mutated in their names in the office of the CO Sadar vide Mutation case no. 196 of 2015-16.
4. That the said Shantanu Dev Burman and others sold and area of 7.185 decimals of land out of said plot in favour of Owner no. 1, vide deed no. 2019/CHAI/527/BK1/497, dated 27.09.2019 and same has been mutated in her name in the office of the CO Sadar vide Mutation case no. 468 of 2019-2020 entered in the Jamabandi register at Page no. 45, volume no. 7 and malguzari in respect of said land stands paid in the name of the Owner no. 1.

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SUPARNA DEY

(Owners)
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The said property has been described as Item no. I in schedule-A below.

5. That the said Shantanu Dev Burman and others sold and area of 7.185 decimals of land out of said plot in favour of Owner no. 2, vide deed no. 2019/CHAI/528/BK1/498, dated 27.09.2019 and same has been mutated in her name in the office of the CO Sadar vide Mutation case no. 467/R27 of 2019-20 entered in the Jamabandi register at Page no. 44, volume no. 7 and malguzari in respect of said land stands paid in the name of the Owner no. 2. The said property has been described as Item no. II in schedule-A below.
6. In the aforesaid manner the Owner own and possess of and/or otherwise well and sufficiently entitled to Item no. I and II of Schedule-A, respectively, together with all right of easements, facilities and amenities annexed thereto. Both Item no. I and II land are contagious to one another and form one block of 14.370 decimlas.
7. The Owner are desirous of constructing a multistoried building upon the SCHEDULE-"A" but due to some unavoidable reasons, the Owner are unable to start the construction of the said building and had been in search of a suitable person, who can undertake the responsibility of construction of such building on the said premises of his/her/their own arrangement and expenses.
8. The Developer through its partner, having come to know the intention of the Owner, contacted the Owner and requested them

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to allow them to make construction of the proposed building in accordance with the plan to be sanctioned by the Chaibasa Municipality at its own arrangement, cost and expenses.

9. After having oral understanding in this regard the Developer prepared and got sanctioned a Building plan from Chaibasa Municipality for construction of a multi storied building over schedule-A land, approved vide Memo no. CNP/BP/0018/W16/2022, dated 28.06.2022 and revised vide Memo no. CNP/BP/0024/W16/2022, dated 8.08.2022; a multi building (G+5) with parking space on ground floor, over schedule-A land is to be constructed in accordance with said Maps Annexed with this agreement and with such modifications and extensions as have been detailed in the Maps annexed to this agreement.

10. The terms and conditions agreed between the parties in this regard could not be earlier be reduced into writing, therefore, this agreement is being executed depicting the terms and conditions agreed between the parties.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO the following terms and conditions:-

ARTICLE-I: DEFINITIONS

- 1.1. **OWNER :-** Shall jointly mean **Owner and individually owner no. 1 and 2**, as described above.
- 1.2. **DEVELOPER :-** Shall mean **M/s S. R. Enterprises**, as described above.
- 1.3. **TITLE DEEDS: -** Shall mean all the original documents relating to title of the said premises, which shall be handed over by the Owner to the Developer at the time of execution of this Agreement. The Developer shall return and

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Saparna Dey

(Owners)

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Saparna Dey

(Developer)

For M/s S.R. Enterprises)

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handover the original documents to the Owner after completion of the proposed building or in case of breach/noncompliance of terms of this agreement as mentioned in clause 3.4 herein below.

- 1.4. **PREMISES:** Shall mean **Schedule-A land**, together with all right of easements, facilities and amenities annexed thereto.
- 1.5. **BUILDING:** - Shall mean the construction to be made upon the said premises as per plan sanctioned by the Chaibasa Municipality and with such modifications and extensions as have been detailed in the Maps annexed to this agreement.
- 1.6. **OWNER'S' ALLOCATION:** - Shall mean and has been mentioned in the **SCHEDULE-"B"** hereunder, i.e. 50% of the total number of flats constructed over the premises and along with proportionate car parking area.
- 1.7. **DEVELOPER'S ALLOCATION :-** Shall mean and has been mentioned in the **SCHEDULE-"C"** hereunder, i.e. 50% of the total number of flats constructed over the premises along with proportionate car parking area.
- 1.8. **COMMON FACILITIES & AMENITIES :** Shall include the facilities and amenities specifically been mentioned in the **SCHEDULE "D"** hereunder.
- 1.9. **SALEABLE SPACE:** Shall mean units/floors/ flats /car parking space/s, in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.10. **COMMON EXPENSES:** Shall mean and include the expenses, which has been mentioned in **SCHEDULE-"E"** hereunder.

Suparna Dey
Suparna Dey

(Owners)

Suparna Dey
Suparna Dey

(Developer)

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- 1.11. **THE ARCHITECT:** Shall mean a company or person who has been appointed by the Developer and shall design and plan the building on the said premises and obtain the required sanction for construction of such building from the appropriate authorities.
- 1.12. **BUILDING PLAN:** Shall mean and include building plan sanctioned by the Chaibasa Municipality, approved vide Memo no. CNP/BP/0018/W16/2022, dated 28.06.2022 and revised vide Memo no. CNP/BP/0024/W16/2022, dated 8.08.2022 and/or any other competent authorities as the case may be and with such modifications and extensions (G+5 with parking space on the ground floor) as have been detailed in the Maps annexed to this agreement and may further include any other modification/amendment or regularization or additions that may be approved by the competent authority.
- 1.13. **BUILT UP AREA :** Shall mean and include the covered area of the flat, external and internal walls, stairs and stairs landing and columns, as specified in the Plan Sanctioned by the Chaibasa Municipal Corporation.
- 1.14. **TRANSFEROR:** Shall mean the Owner and Developer jointly, who shall sell the units/floors/ flats /car parking space/s jointly, to the intending buyer/buyers together with undivided proportionate share of the land and right to use the common space in multistoried building.
- 1.15. **TRANSFeree:** Shall mean the person, firm, limited company or an Association or persons to whom units/floors/ flats/spaces/car parking spaces, if any in the building has been transferred.
- 1.16. **TRANSFER:** Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of multistoried building to Purchasers thereof.



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Supatha Dey

(Owners)

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Supatha Dey

(Developer)
For M/s S.R. Enterprises)

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- 1.17. **ROOF/TERRACE:** Shall mean the ultimate roof of the said building.
- 1.18. **NOTICE :-** Shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by speed post with acknowledgement due at the last known address of the parties hereto.
- 1.19. **SINGULAR:** Shall mean plural and vice versa, masculine shall include feminine and vice versa.

ARTICLE-II COMMENCEMENT

- 2.1. This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE-III: OWNERS' RIGHT & REPRESENTATION

- 3.1. The Owner hereto absolutely seized and possessed of and/or well and sufficiently entitled to **Schedule-A land**, together with all right of easements, facilities and amenities annexed thereto.
- 3.2. Save and except the Owner, nobody else have any right, title, interest, possession, claim and demand whatsoever or howsoever and in respect of the said premises and the said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever.
- 3.3. The Owner has not sold, entered into any agreement for sale and/or development or any other agreement whatsoever or howsoever in respect of the said premises prior to execution of this agreement.
- 3.4. That the owner has handed over permissive possession of the schedule land on the date of execution of this agreement and Developer has already obtained sanction of proposed construction from competent

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SUPARNA DEY

(Owners)
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(Developer)
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authorities vide Building Application no. CNP/BP/0015/W16/2022, dated 23.06.2021 and approved vide Memo no. CNP/BP/0018/W16/2022, dated 28.06.2022 and shall commence construction of the proposed building in accordance with the sanction plan and with such modifications and extensions as have been detailed in the Maps annexed to this agreement and shall remain in possession of the schedule-A land till completion of this agreement. The owner shall be entitled to claim possession if any terms and conditions of this agreement have been breached /non-complied with by the Developer. Provided that the Developer shall be entitled to carry out any modification/amendment or regularization/additions as approved by the competent authority.

- 3.5. In case of any breach of any terms of this agreement, a 30 day written notice shall be given by the aggrieved party to the other party and on failure of the other party to remedy the defect the aggrieved party shall have the right to take recourse of law for termination of this agreement.
- 3.6. The Developer shall pay all outgoing and due taxes in respect of the said premises on and from the date of execution of this Agreement.

ARTICLE-IV: DEVELOPER'S RIGHTS

- 4.1. The Owner hereby grant exclusive right to the Developer to develop the said premises by way of constructing building thereon in accordance with the building plans sanctioned by the Local Municipal/Authority and with such modifications and extensions as have been detailed in the Maps annexed to this agreement.
- 4.2. The Owner will co-operate regarding acts of applications, plans, other paper and documents as may be required by the Developer for the purpose of obtaining sanction plan / regularization from the