

# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

**Receipt Number :** a2c0958307cda5bdeecd

**Receipt Date :** 28-Feb-2025 06:50:45 pm

**Receipt Amount :** 100/-

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

**Token Number :** 202500027988

**Office Name :** SRO - Giridih

**Document Type :** Development Agreement

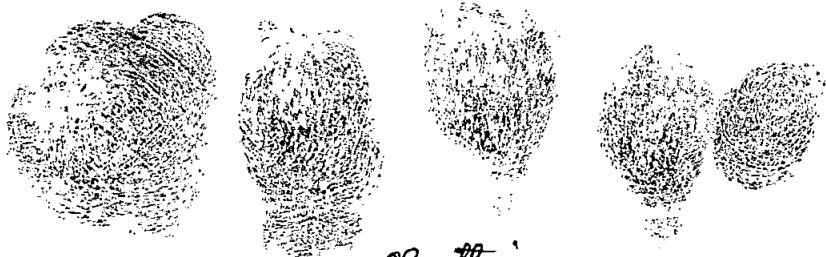
**Payee Name :** Dhruw Sonthalia ( Vendee )

**GRN Number :** 2501010160

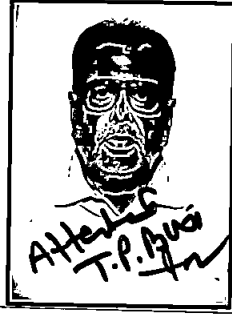


-: For Office Use :-

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।



Gouranga Chatterjee  
28.02.2025



Goutam Chatterjee  
28/02/2025

**This Deed of Joint Development agreement for construction of multistoried building on share basis made at Giridih on this 28<sup>th</sup> Day of February, 2025**

**BETWEEN**

1. **Sri Gouranga Chatterjee**, having Aadhar No. \*\*\*\* \* 6766, PAN ABNPC2601B.
2. **Sri Goutam Chatterjee**, having Aadhar No. \*\*\*\* \* 1447, PAN ABJPC9882C.

Both Sons of Late Satyendra Nath Chatterjee by Faith Hindu, under General category by occupation medical practitioner and business man respectively, R/O Mouza- Makatpur, Mohalla- Barganda, PS Giridih (T) Dist. Giridih, hereinafter in this present jointly and collectively called and referred to as the "**1<sup>st</sup> PARTY/OWNER**" which expression shall mean and include their legal heirs, successors, representatives and assigns of the **ONE PART** and are not restricted by the provision of sec. 46(i)(b) of CNT Act 1908.

**AND**

**M/S Birani Infra** a registered partnership firm having its administrative office at 4<sup>th</sup> Floor, Narayani Center Point, Court Road, Barganda, Giridih, PAN AAWFB3215A, GST No. - 20AAWFB3215A1Z4 represented through its partners

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1. **Dhruw Sonthalia** Son of Sri Ratan Lal Sonthalia, by religion Hindu, under OBC category by profession business and resident of Krishna Apartment, I M S Road, Giridih, PS Giridih(T), Dist.- Giridih, having Aadhar No. \*\*\*\*\*7791.
2. **Nikhil Sonthalia** Son of Mr Dhruw Sonthalia, by religion Hindu, under OBC category by profession business and resident of Krishna Apartment, I M S Road, Giridih, PS Giridih(T), Dist.- Giridih, having Aadhar No. \*\*\*\*\*3820.

Hereinafter in this present called and referred to as the '**DEVELOPER**'(which expression shall, mean unless excluded by or repugnant to the context, shall be deemed to mean and include its successors in office, partners legal heirs, representatives and assigns) of the **OTHER PART** and is not restricted by the provision of sec. 46(i)(b) of CNT Act 1908.

**WHEREAS** Sarat Chandra Chatterjee, Lakshmi Narayan Chatterjee and Rakhal Das Chatterjee all sons of Late Manmohan Chatterjee, in jointness had acquired several piece of properties at Giridih, and nearby villages and also in West Bengal in their joint name or in individual names.

**AND WHEREAS** on 15/12/1932, the said joint family of Late Manmohan Chatterjee the land measuring 02 (Two) Bigha and old residential house thereon situated in Mouza- Makatpur, Mohalla- Barganda, Giridih, PS. Giridih, Dist- Hazaribag, at present District Giridih, within the ambit of Giridih Municipality Ward No. 01, at present Ward No. 10, Holding No. 146, at Present Holding No. 0100000219000M0 Part & Holding No. 0100000836000A2 & Holding No. 0100000837000A2, was acquired in the name of Babu Sarat Chandra Chatterjee @ Sarad Chandra Chatterjee, Son of- Late Manmohan Chatterjee, from Babu Chandi Charan Haldar, through registered deed of sale being No. 2160, duly registered in Book No. 01, Volume No. 31, Page No. 211 to 214, for the year 1932, in the office of Sub Registrar Giridih, over which said Babu Sarat Chandra Chatterjee, and his brother Lakshmi Narayan Chatterjee

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and Rakhil Das Chatterjee came in khas physical possession over the same in jointness and mutated their names in the office of the then landlord equitable coal company and in the office of Giridih Municipality too and from the office of Giridih Municipality New Holding No. 169, was created in the name of Babu Sarat Chandra Chatterjee and on paying annual rent and quarterly taxes to the respective offices obtain rent and tax receipts thereof .

**AND WHEREAS** after some times Rakhil Das Chatterjee Son of- Late Manmohan Chatterjee, died leaving behind him his two sons namely Bimla Nanda Chatterjee and Nirmala Nanda Chatterjee, who along with their uncle namely Sarat Chandra Chatterjee and Lakshmi Narayan Chatterjee came in possession over the aforesaid property and other properties as well.

**AND WHEREAS** on 26/09/1938, said joint family disrupted and a partition in respect of their properties situated at- Makatpur, Giridih, PS. Giridih, Dist- Hazaribag, at present- Giridih, and others places were made and executed amongst (1) Sarat Chandra Chatterjee, (2) Lakshmi Narayan Chatterjee, both sons of Late Manmohan Chatterjee, (3) Bimla Nanda Chatterjee, (4) Nirmala Nanda Chatterjee, Sons of Late Rakhil Das Chatterjee, through registered deed of partition which is registered in three sets being No. 1667, 1668 & 1669, duly registered in Book No.01, Volume No. 26, Page No. 228 to 237, for the year 1938, in the office of Sub Registrar Giridih, and in the said partition the aforesaid landed property measuring 02 (Two) Bigha, situated in Mouza- Makatpur, Giridih, PS. Giridih, PS. No. 95, Ward No. 01, Holding No. 169 (Previous Holding No. 146), and other properties fell in the share of Lakshmi Narayan Chatterjee, the second party of the said partition deed No. 1667, dated- 26/09/1938, more fully and particularly described in Schedule "B" of said partition deed and accordingly said Lakshmi Narayan Chatterjee came in possession over his allotted share. It is necessary to mentioned here that after some years of partition Lakshmi Narayan Chatterjee Grand Father of the Parties of this deed felt that his

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Nephew Bimla Nanda Chatterjee and Nirmala Nanda Chatterjee have got less land as such he thought it proper to compensate the loss by giving an oral gift of 16 Dec. of land out of his 02 (Two) Bigha of land within Holding No. 169, later on the successors of said Bimla Nanda Chatterjee and Nirmala Nanda Chatterjee, sold the aforesaid land measuring 16 Dec., to Smt. Jhuma Banerjee on 28/08/1989.

**AND WHEREAS** after said transaction said Lakshmi Narayan Chatterjee, remain came in khas physical possession over remaining land measuring 50.00 Dec., i.e. equivalent to 01 (One) Bigha 10 Katthas by Std. measurement.

**AND WHEREAS** said Lakshmi Narayan Chatterjee had got three sons namely Amrendra Nath Chatterjee, Dharendra Nath Chatterjee & Satyendra Nath Chatterjee (Father of FirstParty of this deed) and two daughters namely Kamla Devi & Amla Devi, and as per wish of Late Lakshmi Narayan Chatterjee which took place on 21/07/1953, the properties situated within the town of Giridih, Mouza- Makatpur, including the property hereby partition, and other piece of land and also properties situated in Mouza- Ambatand and Pandeydih was given to Satyendra Nath Chatterjee. Whereas the business of Transport and Mica given to Direndra Nath Chatterjee, whereas Amrendra Nath Chatterjee the eldest son of Late Lakshmi Narayan Chatterjee was in Job in Hazaribag and his sons namely Alok Nath Chatterjee, Ashok Nath Chatterjee & Ashish Nath Chatterjee have got immovable property situated in Village- Sadipur and in others places in the district of Burdwan (West Bengal). Later on said Lakshmi Narayan Chatterjee died on 20/11/1955.

**AND WHEREAS** and after the death of said Lakshmi Narayan Chatterjee all the sons and grandsons of Late Lakshmi Narayan Chatterjee accepted the wish dated- 21/07/1953, as written by Late Lakshmi Narayan Chatterjee.

**AND WHEREAS** as per said wish dated- 21/07/1953, Satyendra Nath Chatterjee acted all rights, title, interest, possession over the land

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measuring 50.00 Dec., i.e. equivalent to 1 Bigah and 10 Katthas Situated in Mouza- Makatpur, Mohalla- Barganda, PS. Giridih (T), PS. No. 95, District- Hazaribag, at Present- Giridih, under Ward No. 01, Holding No. 146, then it has been changed as 169, and 286, within Thoka No. 305.

**AND WHEREAS** said Satyendra Nath Chatterjee father of the First Party of this deed died on 15/02/1978 leaving behind him his wife Smt. Santana Chatterjee and Two Sons namely Gouranga Chatterjee and Goutam Chatterjee, and one Daughter namely Rupa Banerjee, who jointly came in possession over the land situated in Mouza- Makatpur, Mohalla- Barganda, PS. Giridih (T), District- Hazaribag, at Present- Giridih, Within Thana No. 95, Holding No. 286, of Thoka No. 305, and mutated their names in the office of Anchal Adhikari Giridih and in the office of Giridih Municipality Giridih as well, and on paying annual rent and quarterly taxes obtain rent and tax receipt in their own names. Later on Rupa Banerjee, daughter of Late Satyendra Nath Chatterjee have relinquished her share in entire paternal property in favour of her mother Sanatana Chatterjee and brothers Gouranga Chatterjee & Goutam Chatterjee through a registered deed of Release, being No. 2945, duly registered in District Sub Registrar Giridih, on 08/03/1991, and accordingly Santana Chatterjee, Gouranga Chatterjee & Goutam Chatterjee came in khas physical possession over the entire land measuring 01 (One) Bigha 10 Kattha i.e. equivalent to more or less 50.00 Dec., Situated in Mouza- Makatpur, Mohalla, Barganda, Giridih, PS. Giridih (T), District- Giridih, under Thana No. 95, Thoka No. 305, of Ward No. 01, Holding No. 169 (Old), New Holding No. 286, at present Holding No. 0100000219000M0 Part & Holding No. 0100000836000A2 & Holding No. 0100000837000A2, of present Ward No. 10.

**AND WHEREAS** after said relinquishment, said Santana Chatterjee and her sons Gouranga Chatterjee & Goutam Chatterjee (First Party of this deed) have amicably partitioned their aforesaid property of Holding No. 286, Thoka No. 305, of Mouza- Makatpur, and other property as well, on 08/03/1991, through registered deed of partition being No. 2946, duly

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registered in Book No. 01, Volume No. 38, for the year 1995, Page No. 466 to 481, in the office of District Sub Registrar Giridih, and in said partition land measuring **09 Kattha and 04 Chattaks** of land by std. measurement i.e. equivalent to 15.28 Dec. and old house thereon situated in Mouza- Makatpur, Mohalla- Barganda, Under Ward No. 01, at present ward No. 10, Thoka No. 305, Holding No. 286, at present holding No. 0100000303000A2, fell in share of Smt. Santana Chatterjee, the mother of First Party of this deed, butted and bounded as North:- Land & House of Bharti Devi Wife of Manmohan Tiwari, South:- Share of Gouranga Chatterjee & Goutam Chatterjee, East:- Municipal Road, West:- Share of Gouranga Chatterjee & Goutam Chatterjee, at present Purchased by Gauri Shankar Lal & Others, and in said partition land measuring 01 Bigha 12 Chataks i.e. equivalent to 20.75 Katthas and old house thereon situated in Mouza- Makatpur, Mohalla- Barganda, Under Ward No. 01, at present ward No. 10, Thoka No. 305, Holding No. 286, at present holding No. 0100000219000M0, bounded as North- Land & house of Sri C.S. Samanta (Advocate) & Land and House of Bharti Devi Wife of Man Mohan Tiwary, South-Smt. Neelam devi W/O Moleshwar Prasad Advocate and Smt. Shanti Devi Wife of Bijay Kumar Singh, East-Boundary Wall, Land & House of Smt. Santana Chatterjee and Municipal Road, West- municipal Road, fell in exclusive share of Gouranga Chatterjee and Goutam Chatterjee (First Party of this deed) in jointness, over which said Santana Chatterjee, Gouranga Chatterjee and Goutam Chatterjee came in possession over their allotted share and said Sanatana Chatterjee (mother of First Party of this deed) in respect of her allotted share land measuring 09 Kattha 04 Chattaks, mutated her name in the office of Anchal Adhikari Giridih, vide mutation case No. 169/1991-92, and accordingly her name mutated in Volume No. 16, Page No. 132, of Jamabandi Register-II and have also mutated her name in the office of Giridih Municipality and from said office New Holding No. 0100000303000A2, has been framed in her name.

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Later on said Sanatana Chatterjee, mother of First Party of this deed, died leaving behind her sons namely Gouranga Chatterjee & Goutam Chatterjee (First Party of this deed) and daughter Rupa Banerjee who jointly inherited the estate of their mother and came in possession over the same, and in family arrangement made between the aforesaid sons and daughters of Late Santana Chatterjee, namely Gouranga Chatterjee, Goutam Chatterjee and Rupa Banerjee, which took place in the year 2022 and in said arrangement land measuring 3.08 Katthas by Std measurement i.e. equivalent to 5.09 Dec., fell in exclusive share of Rupa Banerjee and land measuring 11.222 Dec., of land in said holding No. 0100000303000A2, at present Holding No. 0100000836000A, & 0100000837000A2, of Mouza- Makatpur, Giridih, fell in share of Goutam Chatterjee & Gouranga Chatterjee, but after final measurement the area of said holding which is allotted to Gouranga Chatterjee and Goutam Chatterjee is came as 10.11 dec.

**AND WHEREAS** the First Party of this deed namely Goutam Chatterjee & Gouranga Chatterjee sold and transferred 23.05 Dec. of land out of their share of land measuring 34.30 Dec. or 20.75 Katthas to Gauri Shankar Lal & Others on 14/03/2023, through registered deed of sale being No. 923, and after the said transaction the first party of this deed are in possession over remaining piece of land measuring 11.248 Dec., within Khata No. TH 305, Plot No. HN 286, of Ward No. 10, Holding No. 0100000219000M0.

**AND WHEREAS** after some times said Rupa Banerjee sister of First Party of this deed had sold and transferred her share of land measuring **5.09 Dec.**, to First Party of this deed namely Gouranga Chatterjee & Goutam Chatterjee, on 08/05/2023; through registered deed of sale being no. 1753, duly registered in Book No. 01, Volume No. 317, Page No. 01 to 182, in the office of District Sub Registrar Giridih, and after said transaction Gouranga Chatterjee & Goutam Chatterjee, First Party of this deed have become also owner of land measuring 09 Kattha 04

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Chattaks equivalent to 15.28 Dec., bounded as North:- Land & House of Bharti Devi Wife of Manmohan Tiwari, South:- Share of Gouranga Chatterjee & Goutam Chatterjee, East:- Municipal Road, West:- Share of Gouranga Chatterjee & Goutam Chatterjee, at present Purchased by Gauri Shankar Lal & Others.

Later on First Party of this deed have partitioned the aforesaid land measuring 15.28 Dec., which was previously belongs to their mother, on 24/08/2023, through an unregistered deed of Arrangement and as per said Arrangement Gouranga Chatterjee have got 10.11 Dec. of land and Goutam Chatterjee have got 5.17 Dec. of land as their share and Gouranga Chatterjee have mutated his name in Volume No. 43, Page No. 38, of Jamabandi Register-II and also mutated his name in Giridih Nagar Nigam and have get New Holding No. 0100000836000A2, in respect of his share of land having an Area- 10.11 Dec., and Goutam Chatterjee have mutated his name in Volume No. 43, Page No. 39, of Jamabandi Register-II and also mutated his name in Giridih Nagar Nigam and have get New Holding No. 0100000837000A2, in respect of his share of land having an Area- 5.17 Dec.,

**AND WHEREAS** after aforesaid transaction Gouranga Chatterjee has became owner of land measuring 5.62 Dec. out of 11.248 Dec., within Thoka No. TH 305, Plot No. HN 286, Holding No. 0100000219000M0 and out of said 5.62 Dec. of land said Gouranga Chatterjee the First Party No. 01 of this deed has Constructed his clinic over 0.54 Dec. of land and after said construction Gouranga Chatterjee has remain 5.08 Decimal share and also became owner of land measuring 10.11 Dec., within Thoka No. TH 305, Plot No. HN 286, Holding No. 0100000836000A2, Total Area- 15.73 Dec., and accordingly Goutam Chatterjee is also became owner of land measuring 5.62 Dec. out of 11.248 Dec., within Thoka No. TH 305, Plot No. HN 286, Holding No. 0100000219000M0 and also became owner of land measuring 5.17. Dec., within Thoka No. TH 305, Plot No. HN 286, Holding No. 0100000837000A2, Total Area- 10.79 Dec.

**AND WHEREAS** the aforesaid land measuring 26.52 Dec., which is belongs to First Party of this deed is presently is in one block.

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**AND WHEREAS** the First party members/Owners of this deed are in desirous to develop their property measuring 25.98 Dec. out of 26.52 Dec. described in schedule 'A' given below by constructing Multi-Storied Residential Complex thereon and, on request of the Owner the Developer/Second Party of this present deed agreed to develop the '**SAID PROPERTY**' described in Schedule 'A' given below as per the plan which is going to be sanctioned by Giridih Municipal Corporation and other concerned authorities. And it has been decided amongst the parties of this deed that the Second Party shall construct Basement + 5 (Five) Floor Multistoried building and after completion of said project the First Party of this deed have got **45%** share in constructed area, whereas the developer/second party have got **55%** share in constructed area.

And Whereas the **owner** and the **developer** have agreed to develop the schedule "A" property on certain terms and conditions and have decided to reduce the terms of their agreement into writing and accordingly this Joint Development Agreement is being entered into following terms and conditions in the manner hereinafter written.

**NOW THEREFORE, THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH as follows:-**

**1. DEFINATION**

Unless there is anything repugnant to the subject or context, the following terms will have the meaning assigned to them.

- a. '**BUILDING**' shall mean new Multistoried Residential buildings, with maximum utilization of the land consisting of Basement and Ground floor for Car parking and, remaining floors for purpose of Residential flats units to be constructed on the "**Said Property**" according to plan sanctioned and permitted under the Rules of **Giridih Municipal Corporation Bye-Laws** and as per **JHARERA act**.
- b. "**COMMON FACILITIES & AMENITIES**" shall mean and include Corridors, Hallways, Drive Ways, Landings, Machine Room, Stair Case, Passage, Lift Shaft, Lifts, Pump Room, Tube Wells, Underground water Reservoir, Overhead

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Water Tank, Water Pump, Motor Generator and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment.

- c. **"SUPER BUILT UP AREA"** shall mean super built up area as per land use permissible under Building laws and shall include walls, pillars, area within the walls and portion of the area occupied by lift landing Stair Case, Deep Boring, water tank, septic tank, entrance corridors, lobbies, generator room, security guard room, area meant for fire-fighting arrangement administrative office and other common areas in the new Building.
- d. **"CARPET AREA"** means the covered area of usable rooms of an apartment unit at any floor (excluding the area covered by walls, column and partitions).
- e. **"BUILT-UP AREA"** means the total covered areas on all floors of an immovable property (including the area covered by walls, column and partitions).
- f. **"SAID UNITS"** shall mean and includes the individual resident flats/ dwelling units, with or without car parking space to be constructed on the **"Said Property"**.
- g. **"SALEABLE SPACE"** shall mean the space in the new Building available for independent use and occupation, other than the **"Owners Allocation"** after making due provision for common facilities and amenities required in the New Building which space the developer is entitled to sale to prospective purchaser subject to the terms as mentioned herein below.
- h. **"OWNER ALLOCATION"** shall mean more or less **45%** share in residential flats and Car parking in building which is going to be constructed by the Developers in including the proportionate share to the extent in the Common Facilities & Amenities as defined in Clause 1 (c) above.

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- i. **“DEVELOPER ALLOCATION”** shall mean more or less **55%** share in residential flats and Car Parking in building which is going to be constructed by the Developers including proportionate share in the common facilities and amenities in the **“Said Proposed Building”**.
- j. **“THE ENGINEER/ARCHITECT”** shall mean the consulting Engineer who has been appointed by Developer for designing and planning of the New Building or any other persons, firm or company who may be appointed hereafter for the similar purpose.
- k. **“THE BUILDING PLAN”** shall mean, such plan to be prepared by the Architect / Engineer appointed by the Developer for the construction of the New Building submitted to and sanctioned by Giridih Municipal Corporation including any variations therein which may subsequently be made by the Developers and Architect.
1. **“SAID PROPERTY”** means the Landed property described in Schedule ‘A’ to this agreement which includes all buildings, fittings structure etc. to be constructed by the Developer.

## **2. SCHEME FOR DEVELOPMENT**

- a. **The Developer** will be entitled to modify the approval plan duly sanctioned in the name of Developer/Second Party of this present, as it deems fit and proper and such modification are permissible and/or within the provision of building by-laws of Jharkhand Municipal Act or GIRIDIH MUNICIPAL CORPORATION and JHRERA.
- b. **The Owner** will render to the Developer all reasonable assistance in obtaining all sanction permissions, approvals as and when required by the Developer from Giridih Municipality, and/or other authorities, if any, and the Owners hereby agree, assure and undertake to sign and execute such plans, application and other papers and

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deeds, documents as may be required by the developer from time to time at the cost and expenses of the Developer.

- c. Until the completion of the Building, the Developer shall hold possession of the **'Said Property'** and during the period of construction all related expenses incurred for maintaining peaceful possession thereof, shall be borne by the Developer.
- d. **The Developer** is entitled to apply for obtaining quotas, of such building materials as may be available under the law and also to apply for and obtain temporary and/or permanent connection of Water supply, electricity, and/or other facilities required for the constructed Building.
- e. **The Developer** shall put construction of the New Building, particularly in the manner described in schedule **'D'** below.

**3. OWNERS COVENANT**

**That**

- a. **The Owner** are seized and possessed of or otherwise well and sufficiently entitled to as the absolute owners in respect of the **'Said Property'** more fully described in **Schedule 'A'** below and the same are free from all encumbrances and the Owner have acquired a good clear and marketable title over the same.
- b. That there are no attachment, either before or after any judgment in any case and there are no claims, demands, suits, decreed, injunctions, orders lispentence, notices, petitions of adjudication orders affecting the **'Said Property'** or any part thereof.
- c. That the **'Said Property'** have neither been acquired, requisitioned or restored nor any notice for acquisition requisition or restoration of the same under any statutes of past or present have received by the Owner from Competent government authority for acquisition, requisition or restoration of the same.

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- d. That a part from the Owner, none else is entitled to or has any share, right-title, or interest, over and respect of the '**Said Property**' or any part thereof as partner of partnership or co-partner in any joint family or in any other manner whatsoever.
- e. **The Owner** hereby agree and covenant with the Developer that they do not make any interference or hindrance in the matter of construction of the '**Building**' duly constructed by the Developer nor to do any act or deed or thing whereby the Developer may be prevented from booking, selling, assigning and/or disposing of any of the Developer allocated portion in the Building.
- f. **The Owner** further declare that before this they have not agreed, committed to or contracted or entered in to agreement for sale, lease or transfer by any mode or for the development of the '**Said Property**' or any part thereof with any person other than the Developer and that they have not created any lien, charge, mortgage or encumbrance on the '**Said Property**' and that they would keep the '**Said Property**'; free from all encumbrance during the subsistence of these presents.
- g. **The Owner** further declare that they have not done any act, deed, thing or matter whereby or by reason whereof the development and construction of the '**Said Property**' and /or building may be affected or prevented in any manner whatsoever.
- h. Owner covenant with the Developer that the delay in the progress or completion of the project due to any court order, litigation, forcible occupation or disturbance by third party claimants, or due to flood, earthquake or due to any pandemic the Owners shall exclude such period of stoppage or work from the time fixed for completion of project.
- i. The time of the began from the day on which the Owner/First Party have execute and registered Development

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Agreement in favour of Developer and thereafter from the date of approval of sanctioned plan from JHRERA.

**4. DEVELOPER COVENANTS:**

**That,**

- a. **The Developer** shall carry out development of the '**Said Property**' and construction of the Building thereon in accordance with the plan, sanctioned by Giridih Municipal Corporation and in accordance with the relevant Municipal Laws, Rules and Regulation, Bye-laws, and direction which may be issued by the authorities time to time
- b. **The Developer** shall arrange funds for the construction of multistoried building or the said property from its own sources. The Owners shall not be responsible for any of the matters hereinabove stated.
- c. **The Developer** shall be solely and exclusively liable for all action, demands, suits, costs proceedings and claims arising out of any accidents and mishaps occurring and happening at the site of the '**Said Property**' or that may due to negligence and omission on the part of the Developer's, during the development and construction of the "**SAID PROPERTY**" or thereafter, However if the Owners held liable for any of above acts on against of the Developer, the Developer shall indemnify the Owner fully.
- d. **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 purchaser.
- e. On completion of Building, the Developer shall first give notice to the Owner in writing to take possession of the portion in the building described in this deed as "**Owners Allocation**" and from the date of taking possession of their allocated portion in the building the Owner shall be liable to pay all rates, taxes, service charges and other out going in respect of common facilities in the building, proportionate share in land area described in this deed as the "**Owners**

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**Allocation**” provided that any additional costs, or expenses by way of maintenance for any particular use for any portion with Owners Allocation shall also be paid by the Owners in proportion to their respective shares.

- f. **The Developer** hereby agrees and covenants with the Owners not to violate or contravene any of the provision or rules applicable for construction of the Building.
- g. **That Developer** hereby agrees and convenient with the Owner not to do any act, deed or thing by which the Owner may be prevented from enjoying, selling, assigning and /or disposing their allocated portion in the Building.

**5. TIME OF COMPLETION OF PROJECT:**

**The Developer** shall complete the construction of the Building within **03 (Three) Years** from the date of sanction /approval of the building plan and also from the date when the Developer enters in to peaceful vacant possession of the **‘Said Property’** whichever is later.

**6. TIME IS THE ESSENCE OF CONTRACT**

Subject to the Developer being put in peaceful possession of the **‘Said Property’**, the Developer agrees to complete the project within the stipulated period, however in the event of the Developer being unable to complete the project within the stipulated period aforesaid, excluding the period affected by **‘Force Majeure’** or other circumstances beyond its control, the Developer shall be allowed a further grace period of 6 months which is agreed upon by the Owners.

**7. FORCE MAJEURE:**

The parties hereto shall not to be considered or to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of Force Majeure and such obligation shall remain suspended throughout the duration of the Force Majeure. In this regard Force Majeure shall mean and include flood, earth-quake, riot, war, Pandemic, storm, tempest, civil commotion, air raids, strike, lock-out, and /or any

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notice of Giridih Municipality or any other statutory body or any prohibitory order of Court restraining the construction of the New Building on the "**Said Property**" or restraining construction in general and /or changes in nay building by-laws, Municipal rules or policy relating to sanctioning plans, and /or act beyond the control of the parties hereof

**8. POWER OF ATTORNEY:**

That if required, the Owner on request of the developer, shall execute and register General Power of Attorney in favour of Developers investing them with specific powers required for development of the "**Said Property**" and to defend in any suit or to file any suit against any person which may be necessary to save the said property. The Owner shall also, by the General Power of Attorney, empower the Developer the sue for or defend any legal action, civil or criminal, arising out or related to the "**Said Property**" and for that purpose engage lawyer / advocate, sign Vakalatnama, complaints, written statements, affidavits, petitions and rejoinders and do all that may be necessary for protection of the Owners interest in the "**Said Property**" and for successful completion of the said project. Any liability arising out of any transaction between the Developer and purchaser shall be the sole responsibility of the Developer, and it shall be the sole responsibility of the Developer to settle dispute and /or indemnify with the purchaser, the Owner shall not be held liable in any way for the same.

**9. DEVELOPER'S RIGHTS:**

- a. **The Developer** shall be entitled to advertise in its own name about the development of the "**Said Property**" and proposed sale of flats/dwelling units with or without car parking space in the building to be constructed and to put up Advertisement Board on the '**Said Property**' to remove debris and rubbish on demolition of existing structure, to dispose of the same and utilize the proceeds in its own account/purpose in accordance with the clause stated in 2

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- b. **The Developer** shall be entitled to obtain the services of and enter into any agreement with any Building Contractor, Architect, Engineer, Electrician, Plumber, etc and to appoint agents at its own costs, risks and expenses.
- c. **The Developer** shall further be entitled to book and allot flats dwelling units etc with or without car parking space or rights in the Building with proportionate share in the "**Said Property**" to prospective purchasers in so far as they relate to Developer's Allocation and to enter into agreements and receive booking money, advance amount, installments and other payables from prospective purchasers and grant receipt there to without in any way creating any liability upon the Owners.
- d. That on the basis of this Joint Development Agreement deed and as per the notification **no. 1359 dated 21/10/2014**, duly issued by **the department of Registration, Jharkhand. The Developer** shall have right to sell its own allocation with proportionate share of land, with any intended purchaser(s) and for the said purpose, the developer shall have right to execute deed of agreement for sale and proper deed of sale through its partner's signature with any intended person(s)/ firm etc, and have right to present said sale deeds/agreement for sale etc. before the office of District Sub. Registrar Giridih for registration and admit execution thereof for which the owner of the land (1<sup>st</sup> Party) or their heirs shall have no objection at all and the owner can do all acts which may be necessary for law full transfer of the properties to the intended purchaser(s).
- e. **The Common Area** of the Building shall be controlled and managed by the "**Flats Owners Association**" which may be formed by the owners of the flats of the building, till then it will be the duty of the Developer.

10. **MUTUAL RIGHTS:**

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- a. On completion of the Building, the Owner shall be entitled to sale and transfer the Super built up area in the Building, described in this deed as "**Owner Allocation**"
- b. Likewise on completion of construction of the New Building the Developer shall be entitled to sale its allocation described in this deed as "**Developer Allocation**" PROVIDED ALWAYS that the Developer shall be at liberty to enter in to agreement for sale of the flat/ dwelling units / Car parking space with proportionate share of land in respect of its share as described in '**Developer Allocation**' as it may be fit and proper at any time after execution of this agreement.
- c. That the agreement or agreements entered into by the Owner in any manner whatsoever but it will further be obligatory up on the Developer or their heirs in every such agreement to include the following causes.
  1. Non-fulfillment of any of the obligations on its part will only entitle the said prospective purchasers to compensation from the Developers but not any claim from the Owners.
  2. The prospective purchaser shall be bound by the condition that during their ownership or possession over the aforesaid flats/Unit as also their successors in interest shall be bound to proportionately share all charges and expenses arising or accruing in connection with all the common amenities in the said building such as House tax, Water tax, Latrine tax, Electricity charges for the stain case, Compound, Other common portion in addition to being liable for such charges in respect of their own flats allotted to them owned by them or possessed by them.
  3. The flats and every part thereof shall always be used for residential purpose exclusively without

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causing any nuisance or annoyance or inconvenience to occupiers for other flats /dwelling units.

- d. The owners and the Developer have entered into this Agreement purely as a concluded contract and nothing contained herein shall be deemed or construed as a partnership between them nor this Agreement shall be treated as joint venture or a venture between them and the parties hereto do not constitute an association.
- e. It is also agreed by and between the parties hereto that the roof over the top floor shall be used for installation of Overhead Water Tank, Disc Antenna etc and also from time to time visited by the technicians, Plumbers, Lift-man and Engineers etc (appointed by the Developer and or the Flat Owners Association, Co-operative Society or a body formed by the occupants of the building), for the purpose of repairs and inspection of the Lift / Lift-room, Overhead water reservoir, Disc antenna etc. In case of any additional construction over the roof, after obtaining prior sanction of the building plan from Giridih Municipal Corporation, the Developer shall be given first option to develop the same however the terms and condition for each additional development shall be negotiated and settled afresh between the Owners and the Developer.
- f. For the maintenance of the building, and for looking after the common facilities in the building, the Developer shall form, as it deems best, a Co-operative Society / association of persons / body Corporate, of all the persons owning tenements, in the said buildings. The Owner and their Nominees shall become members of such an organization formed by the Developer and the Owner, their nominees, respective agents, servants, licensees, tenants etc shall be bound to abide by the rules and regulations as may be framed by the organization from time to time and they shall be bound to contribute towards the cost of formation of

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such organization as well as to pay the regular maintenance charges as be fixed for maintenance and management of the entire building complex.

- g. The common area shall jointly be owned by the purchaser's of all the portion of the said building with equal entitlement to use all common areas and facilities intended for utilization by the occupants of the said building on the same terms and condition applicable to all for such utilization. No Owner of any part of the said land & building will have exclusive right, title and interest over the common areas and common facilities except the right of common use.
- h. That it is agreed that the Developer will name the building to be constructed "**SANTANA COTTAGE**". It is agreed that the Developer and/or the Owner shall incorporate a clause in their respective documents so that successor-in-interest dose not change the name of the Building once the same is completed.

11. **RATES & TAXES**

- a. The prospective purchasers of the residential flats in the complex shall bear and pay the GST and/or any other taxes as levied by the authority. Both the party **Developer and Owner** herein can recover the above taxes from their nominee/s/purchasers as per the rules at applicable rate in the ratio of their respective shares along with the sale proceeds. It is the responsibility of the owner to discharge the liability of GST on their share to the developer. In the alternative, if the developer sell the owners share, the developer shall directly collect the APPLICABLE GST from such prospective purchasers.
- b. The owner have already paid the municipal taxes and revenue taxes prior to the execution of this Joint Development Agreement and thereafter the developer shall pay the property taxes till the completion of the said residential building and the handing over of the OWNER'S

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SHARE of the constructed areas to them. Thereafter each of them or their successors in interest shall bear and pay such taxes etc.

**12. SERVICES & CHARGES:**

- a. From the date of their taking possession of their allocated area in the New Building the Owners will be responsible to pay and bear the proportionate operation and maintenance / services charges for the common facilities in the Building.
- b. Additional operation and maintenance / service charge may also be charged for such other service as may be provided over and above those mentioned in clause 12 ( a ) above.

**13. TITLE DEEDS:**

Copy of the title deeds in respect of the '**Said property**' shall be given by Owners to the Developer as and when required until the Building are completed and the possession thereof are made over as provided to the Owners of the portion known as '**Owner Allocation**' than it shall be handed over to the Association of the flat owners or the Co-operative society formed for the management of the New Building.

**14. REGISTRATION**

That after sanction of plan, The FIRST PARTY/OWNER of the deed shall registered this agreement in favor of Developer as such THE DEVELOPER can obtain JHRERA certificates and solely sold its allocation as per notification number 1359 dated 21/10/2014 of Department of Land, Revenue and Registration, of Jharkhand Govt.

**15. CORPUS FUND**

It is hereby agreed by the parties of this present to float a CORPUS FUND for the entire complex which is payable by the ultimate purchasers at the time of execution and registration of sale deeds of the flat/s at the time of taking delivery of such flat/s, such CORPUS FUND is fixed at Rs. 20/- Per Square Feet of Super Built-up Area being proportionate contributions towards

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CORPUS FUND and such fund will be governed and held initially by the developer and after the project is completed the said fund will transferred and made over to the association or society formed amongst the owner of the residential flat/s in the project after its formations and the interest earned and generated on the same will be utilized to meets capital expenses to be incurred for repairs and replacement of the major items relating to common amenities of the building, the defects required shall be contributed by all the owner of the flat/s in the project in the same proportion in which they contribute the monthly maintenance charges.

**16. BREACH AND ITS CONSEQUENCES**

In the event of breach of any one or more of the terms of this agreement by the either party the aggrieved party shall be entitled to enforce specific performance and also be entitled to recover all losses and expenses incurred as a consequences of such breach from the party committing the breach.

**17. CUSTODY OF AGREEMENT**

The original of this agreement shall be retained with the developer and the duplicate/Xerox copy thereof shall be retained by the owner of the land.

**18. ARBITRATION**

It is hereby agreed by the Parties that all disputes and difference arising out of and in relation to these presents or touching the development, demolition and / or removal of old structures, construction of building and relation thereto shall be mutually resolved through the help of three Arbitrator, each party appointing one, and one common, and if the parties fail to get it so resolved then it will be referred to Arbitrator under the **Arbitration & Conciliation Act. 1996** and the decision of the arbitrators, shall be final and binding on both parties.

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**SCHEDULE "A"****Description of land, which is going to be given by the Owners to the Developers for construction of the New Building,**

All that land measuring 25.98 (Twenty Five Point Ninety Eighty) Decimal situated in Mouza- Makatpur, Commonly Known as New Barganda, Giridih, PS. Giridih (T), District- Giridih, under Thana No. 95, Halka Number 09, Zamabandi/Thoka/Khata No. TH 305, Present Ward No. 10, fully described in as under:-

<b><u>Khata No.</u></b>	<b><u>Plot No.</u></b>	<b><u>Holding No.</u></b>	<b><u>Area</u></b>	<b><u>Register-II</u></b>
TH 305	HN 286	0100000219000M0 Joint Property of First Party No. 01 & 02	10.70 Dec. out of the same 5.08 Dec. belongs to First Party No. 01 and 5.62 Dec. is belongs to First Party No. 02	Volume No. 16, Page No. 133 Rent Receipt No. 0841115463 for the year 2024-25 dated 13.05.2024 LPC No. 1637/2024- 25 dated 25.02.2025
TH 305	HN 286	0100000836000A2 Property Belongs to First Party No. 01	10.11 Dec.	Volume No. 43, Page No. 38 Rent Receipt No. 0799719585 for the year 2024-25 dated 13.05.2024 LPC No. 1638/2024- 25 dated 25.02.2025
TH 305	HN 286	0100000837000A2 Property Belongs to First Party No. 02	5.17 Dec.	Volume No. 43, Page No. 39 Rent Receipt No. 0264214566 for the year 2024-25 dated 13.05.2024 LPC No. 1639/2024- 25 dated 25.02.2025
<b><u>Total Area- 25.98 Dec.</u></b>				

All the aforesaid land is presently in one Block, Butted and Bounded as:-

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- North: -** Land & House of Bharti Devi Wife of Late Manmohan Tiwari
- South: -** Land & House of First Party No.- 01 & Smt. Neelam Devi  
Wife of Moleshwar Prasad Advocate & Smt. Shanti Devi Wife  
of Bijay Kishore Singh
- East: -** Municipal Road
- West: -** Part of Holding No. 0100000219000M0, At Present  
Purchaser Gauri Shankar Lal & Others

**SCHEDULE 'B'**  
**OWNER ALLOCATION**

**Description of Flats along with proportionate undivided 45% share  
of land fallen to the share of Owner "Gouranga Chatterjee & Goutam  
Chatterjee"**

Sl. No.	Flat No.	Floor	Carpet Area (Sq.Ft.)	Builtup Area (Sq.Ft.)	Super Builtup Area (Sq.Ft.)	UDS in Decimal	Owner's Share	Individual
01	A-1	1 <sup>st</sup> Floor	1194	1374	1718	1.30	Gouranga Chatterjee	
02	A-2	1 <sup>st</sup> Floor	1163	1303	1629	1.20	Goutam Chatterjee	
03	A-3	1 <sup>st</sup> Floor	1251	1432	1790	1.35	Gouranga Chatterjee	
04	B-1	2 <sup>nd</sup> Floor	1194	1374	1718	1.30	Gouranga Chatterjee	
05	C-3	3 <sup>rd</sup> Floor	1251	1432	1790	1.35	Goutam Chatterjee	
06	C-4	3 <sup>rd</sup> Floor	1197	1380	1725	1.30	Gouranga Chatterjee	
07	D-4	4 <sup>th</sup> Floor	1197	1380	1725	1.30	Gouranga Chatterjee	
08	E-2	5 <sup>th</sup> Floor	1163	1303	1629	1.20	Goutam Chatterjee	
09	E-4	5 <sup>th</sup> Floor	1197	1380	1725	1.30	Goutam Chatterjee	

Along with 09 Car Parking Space in the project

Note: - The area may vary after completion of building and the owner have right to sell their flats as per final measurement.

Gouranga Chatterjee  
Goutam Chatterjee

**SCHEDULE 'C'**  
**DEVELOPER ALLOCATION**

**Description of Flats along with proportionate undivided 55% share  
of land fallen to the share of Developer "Birani Infra"**

Sl. No.	Flat No.	Floor	Carpet Area (Sq.Ft.)	Builtup Area (Sq.Ft.)	Super Builtup Area (Sq.Ft.)	UDS in Decimal
01	A-4	1 <sup>st</sup> Floor	1197	1380	1725	1.30
02	B-2	2 <sup>nd</sup> Floor	1163	1303	1629	1.20
03	B-3	2 <sup>nd</sup> Floor	1251	1432	1790	1.35
04	B-4	2 <sup>nd</sup> Floor	1197	1380	1725	1.30
05	C-1	3 <sup>rd</sup> Floor	1194	1374	1718	1.30
06	C-2	3 <sup>rd</sup> Floor	1163	1303	1629	1.20
07	D-1	4 <sup>th</sup> Floor	1194	1374	1718	1.30
08	D-2	4 <sup>th</sup> Floor	1163	1303	1629	1.20
09	D-3	4 <sup>th</sup> Floor	1251	1432	1790	1.35
10	E-1	5 <sup>th</sup> Floor	1194	1374	1718	1.30
11	E-3	5 <sup>th</sup> Floor	1251	1432	1790	1.35

Along with 12 Car Parking Space in the project

Note: - The area may vary after completion of building and the owner have right to sell their flats as per final measurement.

**SCHEDULE 'D'**

**1. Foundation and Super Structure:**

RCC frame

**2. Walls and Ceilings:**

Internal: 5" Brick wall with POP

External: 10"/5" Brick wall with exterior finish of plaster

**3. Common floor:**

Kota in ground floor entrance lobby, and Marble/Granite in Staircase & other floor lobbies.

**4. Windows:**

Aluminum window with glazing two track / three track as Suitable.

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**5. Doors:**

Flush doors with Sal / Kappur Chowkhat and elegant finish Polish.

**6. Kitchen:**

Granite slab lopping with Steel Sink, Ceramic tiles up to 2' Height.

**7. Sanitary Fittings:**

Bathroom: Concealed hot & cold water carriers white WC with white basin and C.P. fittings of reputed make.

Plumbing: Concealed PVC/GI/PPR/SWR soil and rain water pipes.

**8. Water Supply:**

24 hours by means of Deep tube well/ Municipal Supply.

**9. Electrical Installation:**

Reputed quality Modular switches and concealed wiring using PVC conduits with copper wiring. AC points in Master Bedrooms. 15 Amp plug point in Bedroom, toilets & kitchen, requisite numbers of ceiling fan at flat entrances, exhaust fan facility in toilet & kitchen, external lighting system and water tight fittings.

**10. Telecom & Intercom:**

Telephone and intercom point in Living Room and Master Bedroom.

**11. Elevators:**

Two numbers 6 / 8 passenger elevators, connecting with only residential unit

**12. Other features:**

Cable Television points in Living room, individual letter boxes and Name plates, Firefighting System, Good external elevation, Adequate parking for Cars etc.

**13. Flats Internal Flooring:**

Double charge Vitrified tiles in Bed room, Drawing and Dining.

**IN WITNESS WHEREOF** the parties of this presents have set and subscribe their respective hands on this agreement on the Day, Month & Years first above written, at Giridih.

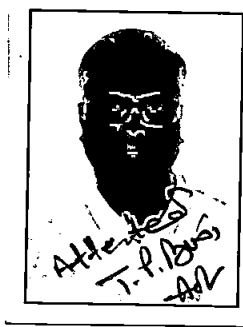
*Gouranga Chatterjee*  
*Gouranga Chatterjee*

**Valuation of the Property which is in Development for the purpose of Stamp Duty and registration fees**

Land measuring 25.98 Dec. having commercial value @ Rs.7,50,552/Dec. = 1,94,99,341/- or 1,95,00,000/-

**Declaration**

The Schedule A land is situated within other road.



*T.P. Buxi*



*Nikhil Sonthalia  
28/02/2025*

*Gouranga Chatterjee  
Gouranga Chatterjee*

This present deed is typed on my Draft and it is certify that the parties of this deed whose photo is affixed herein have put their respective signature and left hand finger prints in my presence

**Computerized by me:-**

*Faizan*  
**Faizan Ahmad  
Giridih**

**Typed on my Draft**

*T.P. Buxi  
AN 28/2/25*  
**Tripurari Prasad Buxi  
Advocate**

प्रमाणित किया जाता है कि दस्तावेज में वर्णित भूमि सरकारी भूमि, वन भूमि, भूदान, बन्दोबस्त भूमि नहीं है तथा छोटानागपुर कास्तकारी अधिनियम/संथाल परगना कास्तकारी अधिनियम के अन्तर्गत इसका हस्तांतरण प्रतिबंधित नहीं है। उक्त भूमि पर किसी प्रकार की निषेधाज्ञा (**injunction**) किसी भी न्यायालय द्वारा नहीं लगायी गयी है तथा इसका हस्तांतरण किसी प्रकार से प्रतिबंधित नहीं है। यदि पावर ऑफ अर्टोनी द्वारा भूमि का हस्तांतरण हो रहा हो तो यह भी प्रमाण पत्र अंकित किया जाएगा कि पावरदाता द्वारा पावर ऑफ अर्टोनी को कैंसिल नहीं किया गया है तथा पावरदाता अभी जीवित हैं।)

1) पहचान/ गवाह नं०-1 का हस्ताक्षर

.....

नाम :- .....

पिता/पति का नाम :- .....

पता :- .....

आधार नं०- ~~XXXXX XXXXX~~ .....

2) गवाह नं०-2 का हस्ताक्षर

.....

नाम :- .....

पिता/पति का नाम :- .....

पता :- .....

आधार नं०- ~~XXXXX XXXXX~~ .....

लेख्यकारी का छायाचित्र, हस्ताक्षर वो बाएं हाथ के पाँचों अंगुलीयों के निशान



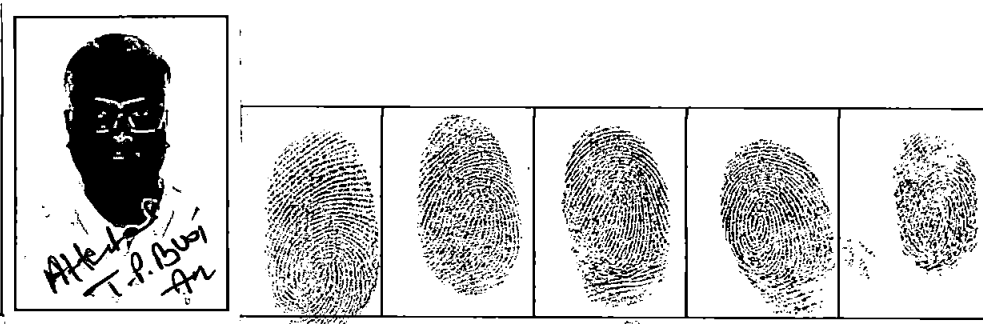
हस्ताक्षर लेख्यकारी Gouranga Chatterjee

लेख्यकारी का छायाचित्र, हस्ताक्षर वो बाएं हाथ के पाँचों अंगुलीयों के निशान



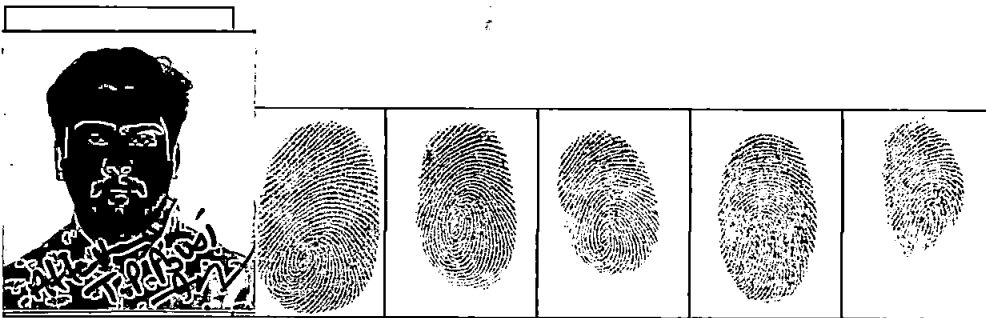
हस्ताक्षर लेख्यकारी Goutam Chatterjee

लेख्यधारी का छायाचित्र, हस्ताक्षर वो बाएं हाथ के पाँचों अंगुलीयों के निशान



हस्ताक्षर लेख्यधारी कुल लक्ष्मी

लेख्यधारी का छायाचित्र, हस्ताक्षर वो बाएं हाथ के पाँचों अंगुलीयों के निशान



हस्ताक्षर लेख्यधारी Nikhil Sonthalia

प्रारूपक का हस्ताक्षर :-

T.P. Bhat  
28/02/25

अनुलग्नक :-

1. दस्तावेज/पावर की छायाप्रति।
2. पंजी दो की छायाप्रति।
3. राजस्व अंचल/नगरनिगम की छायाप्रति।
4. भुमि स्वामित्व प्रमाण पत्र/खतियान की छायाप्रति।
5. सर्वे नक्शा की छायाप्रति।
6. आधार एवं पैन की छायाप्रति।
7. आनॅलाईन निबंधन के लिए आवेदन की प्रति।

- Gouranga Chatterjee

- Gouranga Chatterjee  
28/02/2025

## निबंधन कार्यालय में दस्तावेजों की जांच हेतु चेकलिस्ट

क्रम सं०	चेकलिस्ट का विषय	Yes	NO
1.	खतियान की सत्यापित प्रति		
	खतियान उपलब्ध न होने की स्थिति में अंचल कार्यालय से ई-मेल के माध्यम से प्राप्त –		
	(i) अंचलाधिकारी द्वारा प्रमाणित पंजी II अथवा		
	(ii) भू-स्वामित्व प्रमाण पत्र अथवा		
	(iii) शुद्धि पत्र		
	(iv) अंचलाधिकारी द्वारा निर्गत प्रमाण पत्र अप्राप्त रहने की स्थिति में पक्षकार द्वारा अंचल अंचल कार्यालय में आवेदन समर्पित करने की प्राप्ति रसीद ।		
2.	भूमि से संबंधित हाल सर्वे नक्शा तथा इसके उपलब्ध न होने की स्थिति में पक्षकार द्वारा तैयार स्वप्रमाणित "नजरी नक्शा" जिससे भूमि की अवस्थिति के संबंध में पता चल सके ।		
3.	पंजी II का वाल्यूम संख्या तथा पृष्ठ संख्या का वर्णन		
4.	मुद्रांक शुल्क का भुगतान		
5.	निबंधन शुल्क का भुगतान		
6.	आधार सत्यापन		
7.	PAN सत्यापन		
8.	होलिडिंग संख्या का वर्णन (शहरी क्षेत्र होने की स्थिति में)		

जांच लिपिक का हस्ताक्षर

तिथि सहित

निबंधन पदाधिकारी का हस्ताक्षर

तिथि सहित