



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : e4a15d79a42ec2025e15

Receipt Date : 02-Mar-2021 12:19:01 pm

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 : SUBHAS SINGH CHOUDHARY  
CONSTRUCTION PRIVATE LIMITED

Purpose of stamp duty paid : AGREEMENT

First Party Name : SUBHAS SINGH CHOUDHARY  
CONSTRUCTION PRIVATE LIMITED

Second Party Name : AS APPLICABLE

GRN Number : 2104733581

-: 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-62 of Indian Stamp Act, 1899

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

05 MAR 2021

SL.No. 15 Date: 02/03/21 Time: 12:19:01 pm

Y. o. o. b. m.

12/3/21

NOTARY  
DHANBAD



Subhash Singh Choudhary

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Rakesh Singh Choudhary

Subhash Singh Choudhary

DEVELOPMENT AGREEMENT

This Development- Agreement is made on this the 05<sup>th</sup> day of March, 2021.

BETWEEN

1. Sri Subhash Singh Choudhary, S/o Late Mahabir Singh Choudhary, (Aadhar : 8417 7934 7942, & PAN – ACNPC0444P), 2. Sri Rakesh Singh Choudhary, S/o Sri Subhash Singh Choudhary, (Aadhar – 9199 4884 8599 & PAN – AGKPC0823D), 3. Sri Mukesh Singh Choudhary, S/o Sri Subhash Singh Choudhary, (Aadhar : 3175 7237 8134 & PAN – AGFPC9026R) & 4. Smt. Saroj Devi, w/o Sri Subhash Singh Choudhary, (Aadhar : 8243 8112 1994 & PAN – ADMPD9999G), all by occupation – Business, by faith Hindu, by Caste – Bhumihaar Brahamin, resident of Park Market, Hirapur, Dhanbad, Jharkhand hereinafter called and referred to as LAND OWNER / FIRST PARTY which expression shall unless excluded by or repugnant to the context of meaning hereof and include its executors, administrators, legal representative, successors and assigns of the ONE PART.

AND

SUBHAS SINGH CHOUDHARY CONSTRUCTION PRIVATE LIMITED, a Private Limited Company incorporated under the provisions of the Companies Act 1956 having its Administrative office at Durga Mandir Road No- 2, Near Zila Parishad Office, Park Market, Hirapur, Dhanbad, Jharkhand represented through one of its Director Sri Mukesh Singh Choudhary, S/o Sri Subhash Singh Choudhary, by occupation - Business, by faith - Hindu, by Caste – Bhumihaar Brahamin, residing at Park Market, Hirapur, Dhanbad, Jharkhand hereinafter called and referred to as DEVELOPER / SECOND PARTY which expression shall unless excluded by or repugnant to the context of meaning hereof and include its successors, administrators, legal representative, receivers and assigns of the OTHER PART. Aadhar : 3175 7237 8134 & PAN – AGFPC9026R

Whereas Land Owners / First Party named above are owners of land morefully described in Schedule 'A' in Khata No. 48, Plot No.- 343 & 344, Mouza - Kamaldih, Thana No. 31, Chas, Bokaro.

And whereas the Land Owner intends to get a Multi - Storied/ Apartment Building constructed over the said Land and approached the Second Party and made a proposal for construction of



Subhash Singh Choudhary

07/02/2020

Rakesh Singh Choudhary

Mukesh Singh Choudhary

Multi-storied/ Apartment Building over the land which has been duly accepted by the Second Party/ Developer.

- (i) Whereas Sri Subhash Singh Choudhary, Sri Rakesh Singh Choudhary & Sri Mukesh Singh Choudhary purchased 29.50 dec. land vide Registered Sale Deed No. 387 dt. 05.02.2020 and 3.50 dec. land vide registered Sale Deed No. 457 dt. 07.02.2020 from Smt. Meena Singh in Khata No. 48, Plot No.- 343 & 344, totalling 33 decimal of land are giving their land for construction of Multistoried / Apartment Building over the Land through this Development Agreement.
- (ii) And whereas the above said Smt. Saroj Devi, w/o Sri Subhash Singh Choudhary, vide Registered Deed No. 458 dt. 07.02.2020 purchased 3.50 dec. land in Khata No. 48, Plot No.- 344 from Smt. Meena Singh is giving her land for construction of Multistoried / Apartment Building over the Land through this Development Agreement.

And whereas all the above land mentioned at Sl. (i) & (ii) are adjacent lands and for the construction of Apartment Building the entire land which is 36.50 dec. will be treated as one single plot irrespective the Land Owner being Four separate entity and having ownership of unequal area of Land as mentioned above.

And whereas the above said land measuring 36.50 dec. owned and possessed by Land Owner / First Party is given to the Second Party / Developer for construction of Multistoried / Apartment Building over the said land morefully described in Schedule 'A' of this Development Agreement.

And whereas the First Party / Land Owner has handed over possession of the 36.50 dec. of land morefully described in Schedule 'A' for construction of the Multistoried / Apartment Building

The terms & conditions mutually agreed by the First and Second Party for this Development Agreement, is as follows:-

1. That the above mentioned First Party/Land Owner appoints the Second Party/ Developer as Developer for the land/property mentioned in Schedule – A which has been accepted by the Developer. The Developer will develop/construct a multi-storeyed building over the land morefully described in Schedule – A hereunder.

2. That the plan of the multi-storeyed building will be submitted to the Competent Authority and all requisite fees and expenses to be borne by the Second Party.

Subhesh Singh Choudhary

22/12/21

Rakesh Singh Choudhary

Hitesh Singh Choudhary

3. The Second Party will have option of making deviation in the approved plan as advised by the Designer / Architect of the Second Party, and the First Party will have no objection to the deviation made by the Second Party.

That the First Party has agreed that the Second Party will have right to make modification/alteration in the plan approved by the Competent Authority and for this permission of the First Party will not be required.

4. The First Party after signing of this agreement will assist and co-operate in all the manners to the Second Party, their employees, engineers and Architects so as to enable the Second Party to develop and construct a multi-storeyed Residential -cum- Commercial building over the said land morefully described in Schedule - A.

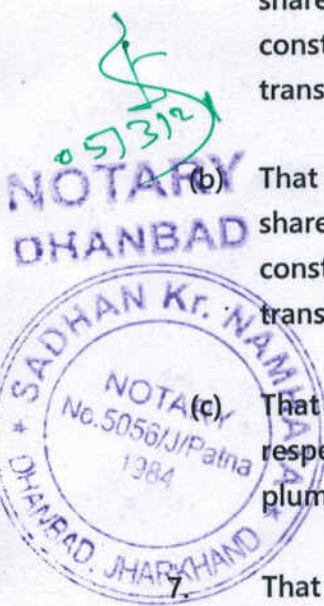
5. That it has been mutually agreed between the First and Second Parties that on account of cost of Land the Second Party will hand over the Commercial part of the constructed area of Building to the First Party which will be share / portion of First party and the Residential Part of constructed area of Building will be owned by the Second party which will be Share/portion of the Second party.

- 6.(a) That the First Party, his heirs, or appointed representatives will have full right over his share of constructed area and the First Party will be at liberty to use his share of constructed area either in full or part for his own accommodation or for sale, lease, transfer, mortgage etc. as desired by the First Party.

- (b) That the Second Party, their heirs, appointed representatives will have full right over his share of constructed area and the Second Party will be at liberty to use his share of constructed area either in full or part for his own accommodation or for sale, lease, transfer, mortgage etc. as desired by the Second Party.

- (c) That the First Party and Second Party will have joint utility rights proportionate to their respective shares over common areas such as common passage, stairs, lift shafts, plumbing shafts, open spaces, parking etc.

7. That the First Party will have no other demand in future. The First Party will be bound to execute/sign to the papers/documents/Agreements/Sale Deeds with respect to the portion/share of the Second Party whenever required without any delay and in executing/signing such papers/documents the First Party does not have/will not have



Chubhan Singh Choudhary

संज्ञा दाता

Rakesh Singh Choudhary

Hoban Singh Choudhary

any objection. Similarly the Second Party will have no objection in execution of any documents/Deeds if required with respect to the portion/share of the First Party.

8. That the Development Agreement is in no way a partnership between the two parties.
9. That after possession of portion of the First Party his nominated person/purchaser and after possession of portion of Second Party his nominated person/purchaser/firm, will have undivided ownership rights over the land proportionate to their share.
10. That the First Party from today after signing of this agreement hands over possession of land mentioned in Schedule – A to the Second Party to enable the Second Party to develop and to construct a multi-storeyed building over the land.
11. That the First Party hereby agrees and declares that in relation to the Schedule – A land no other Development Agreement prior to today's signing of this agreement has been executed by the First Party and neither any agreement of any nature will be executed by him in future and if found so it will be treated as contrary to the terms of this agreement and will be treated as null and void.
12. First Party has agreed with the Second Party that the First Party or his heirs will not sell the Schedule land to anyone and will not execute any document which is contrary to the terms and conditions of this agreement.

13(a) That construction of the building will be completed within 3 years (Three Years) along with a grace period of further six months from the date of Approval of plan by Competent Authority. The Land Owner/First Party has agreed that for the time loss due to the natural calamities, labour strikes, lock-out etc. which is beyond reasonable control of the Second Party, additional time will be granted by the First Party which will be in addition to the stipulated time Schedule of within 4 years (Four Years) with a grace period of 6 months.

(b) That in the event of the Second Party failing to handover the portion of First Party as per time Schedule as stipulated in Clause 13(a), the market rent for the portion of First Party will be given by the Second Party.

NOTARY  
DHANBAD



*Subhan Singh Chauhan*

*अवैत वीर*

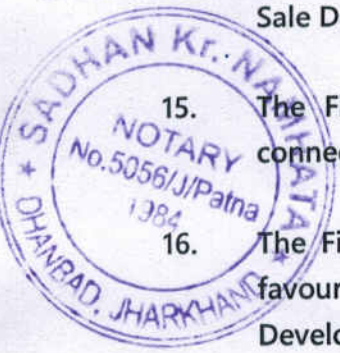
*Rakesh Singh Chauhan*

*Rakesh Singh Chauhan*

14. That the First Party /Land Owner hereby declare to the Second Party as follows:-

- (a) That the Schedule – A land is undisputed and is in their peaceful possession and there is no loan on the Schedule – A land/property and the flat constructed over the land is saleable to any person/firm.
- (b) That No Land Acquisition Notice has ever been issued by any Government Authority with respect to the Schedule - A Land.
- (c) That no other person has any right over the Schedule - A land and only the First Party/Land Owner has full right over the Schedule - A.
- (d) That if any claim is made by heirs/dependents of the First Party than it will met by the share of First Party only and the Second Party /Developer will be kept free from such claims.
- (e) That the First Party /Land Owner has authorized the Second Party /Developer to do all the development related works in their (Second Party's) name and at their expenses and the First Party will have no right to interfere in any manner in construction of the proposed multi-storeyed building except for the portion/share of the First Party.
- (f) That the Second Party (Developer) will have full right to enter into agreement for sale, sale by registered Sale Deed or for execution of any other sort of Deed for the Second Party's portion/share of flats, parking spaces of the proposed multi-storeyed building and the First Party will not have any objection to this. Whenever the Second Party Developer requires signature of the First Party over these papers (agreement to sale, Sale Deed etc.), the First Party, will happily sign these papers.

*05/3/21*  
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15. The First Party hereby agrees to bear additional cost required for electric meter connection and maintenance charge of his share of flats.

16. The First Party /Land Owner has agreed to execute registered power of attorney in favour of the Second Party in addition to this Development Agreement so that the Developer should not face any difficulty, in construction of the proposed multi-storeyed building and in transferring the constructed flats and parking spaces to the clients of the Second Party.

Chubhan Singh Bhowmik

रक्षित

Rakesh Singh Choudhary

Heshu Singh Bhowmik

17. The Second Party (Developer) has agreed to the First Party for the following:-
- (a) The total cost of construction of the multi-storeyed building will be borne by the Second Party and the First Party will not make any expenses.
- (b) That the Second Party will not do anything which affects or harm the right, title of the First Party.
18. That if so required, the First Party/Land Owner will be bound to execute Sale Deeds in favour of persons/purchaser nominated by the Second Party for the Flats, parking spaces, common areas of the portion/share of the Second Party. If the First Party do not execute such sale deeds than the Second Party will give 15 days' notice to the First Party and if even after receipt of notice the First Party does not execute the sale deeds, than the Second Party/Developer will have right to take suitable legal action to get such sale deeds executed in favour of their customer/purchaser.
19. That First Party himself as well as purchasers of the flats of the portion of First Party will be bound to become member of the Co-operative Society/Committee Constituted for maintenance and service of the multi-storeyed building and will also be bound to pay the monthly maintenance charges as fixed by the Committee/Housing Society of all the flats owner.
20. That if either party feels necessary to amend any clause to this agreement, they may after mutual agreement decide to change such clause or add any clause as felt necessary by both of them mutually.



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SCHEDULE 'A' ABOVE REFERRED TO

Description of the land of the First Party over which the Residential-cum-Commercial Apartment Building will be constructed.

The piece of land measures in area 36.50 Decimals situated at Khata No. 48, Plot No.- 343 & 344, Mouza - Kamaldih, Thana No. 31, Chas, Ward - 31, Bokaro (Jharkhand).

In witness whereof the parties hereto have set their hands and have signed this agreement at the place and on the day, month and year first written hereinabove and in presence of the following witness.

Witness :

1. Rajeshi Senka  
S/O KALYAN SARKAR  
PARK MARKET, HIRAPUR  
DHANBAD, JHARKHAND  
826001

2. Bimal Kumar Singh  
90 Beleshwar  
Motomdih Co-operative  
Colony Dhanbad

1. Subhas Singh Choudhary
2. सरोज देवी
3. Rakesh Singh Choudhary
4. Jeshu Singh Choudhary



NOTARY  
DHANBAD

Authorised  
u/s 8 (I) (e) of Notaries Act  
1952 (Act No 52 of 1952)

Signature of the First Party

Subhas Singh Choudhary Construction Pvt. Ltd.

Jeshu Singh Choudhary  
Director

Signature of the Second Party

Prashant Dayal  
105/06/2021  
PRASHANT DAYAL  
En. No.- 5056/99  
Advocate, Dhanbad