



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 133133698d6ad3660925

Receipt Date : 18-Dec-2021 07:43:05 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 : SARANJEET KAUR AND JOGENDRA SINGH SALUJA

Purpose of stamp duty paid : DEVELOPEMENT AGREEMENT

First Party Name : SARANJEET KAUR AND JOGENDRA SINGH SALUJA

Second Party Name : NEWTECH VILLA DEVELOPERS PVT LTD

.GRN Number : 2108924867

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-

Saranjeet Kaur.
Jogendra Singh Saluja

Newtech Villa Developers Pvt. Ltd.

B. Bhasin

Director



This Receipt is to be used as proof of payment of stamp duty on 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।

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SL NO. 06 JAN 2022

Date

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NOTARY
DHANBAD

Page No. 2

(First Page Being E. Stamp Paper)

Receipt no. 133133698d6ad3660925

DEVELOPMENT AGREEMENT

This Development Agreement is made on this the 20TH day of December 2021, by and between (1) Smt. Saranjeet Kaur, W/o Sri Jogendra Singh Saluja & (2) Sri Jogendra Singh Saluja, S/o Amar Singh Saluja, by faith Sikh, by occupation Housewife and Business, both residents of Near Kabristhan Road, Basant Vihar Colony, Joraphatak Road, Dhanbad, Dist. Dhanbad [Jharkhand] (AADHAR No. 7569 7613 1381) (PAN-DEKPK6508E) & (AADHAR No. 5775 1441 6493) (PAN-AIEPS3827K) respectively, hereinafter collectively called and referred to as the **LANDOWNER/FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean include them, their heirs, executors, successors, administrators, legal representatives and assignees) of the **FIRST PART**;

AND

M/S. NEWTECH VILLA DEVELOPERS PRIVATE LIMITED, a private limited company duly incorporated under the companies Act, 1956, having its registered office at, S - 210, 2nd Floor, Panchsheel Park, South Delhi, Malviya Nagar, New Delhi-17, and local office at Dhanbad Petrol Supply Co. Rani Talab, Dhaiya P.S. Dhanbad Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) CIN U70100DL2011PTC219633, PAN AADCN6583B represented herein through its Director **Mr. Birender Bhagat** S/O Sri Satya Narayan Bhagat, by faith Hindu, by Occupation Business,, R/o Second Floor, S-210, Panchsheel Park, New Delhi - 110017, presently at Dhanbad Petrol Supply Co. Rani Talab, Dhaiya P.S. Dhanbad - 826004 Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) (AADHAR No. 3296 8837 6140), duly authorised and hereinafter called and referred to as the **DEVELOPER/SECOND PARTY** (which expression shall unless excluded by or repugnant to the context deemed to mean and include them, their executors, successors, administrator, legal representatives in office and assignees) of the **OTHER PART**;

I WHEREAS, land more fully described in the Schedule-A (I) was purchased by one Sh. B. S. Chopra, S/o Sh. Yasvant Chopra vide registered sale deed no. 7583 of 1982. And whereas Sh. B. S. Chopra while in undisturbed and peaceful possession thereof by renovations etc. sold his right, title, interest and possession to one Smt. Uttam Kaur by a registered sale deed no. 6499 dated 25.05.1983 recorded in Book No. 1, Volume No. 76, pages 72 to 77 for the year 1983, who got the mutation done in her name vide Mutation Case No. 127(III)85-86 and paid rent under thoka no. 1769. And whereas Smt. Uttam Kaur sold her right, title, interest and possession to (i) Sh. Sanjeev Malhotra, (ii) Rajeev Malhotra & (iii) Rajesh Malhotra vide sale deed no. 4632 of 1986, who got the mutation done in their favour vide Mutation Case No. 17(III)1988-89 and paid rent under thoka no. 292.

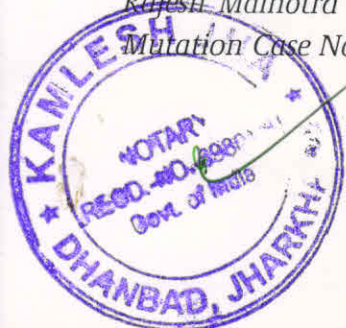
Saranjeet Kaur.

Jogendra Singh Saluja

Newtech Villa Developers Pvt. Ltd.

B. Bhagat

Director



AND WHEREAS the aforesaid (i) Sh. Sanjeev Malhotra, (ii) Rajeev Malhotra & (iii) Rajesh Malhotra sold their entire right, title & interest in the Schedule-A (I) land to (1) Sh. Joginder Singh Saluja, S/o Sh. Amar Singh Saluja & (2) Smt. Saranjeet Kaur, W/o Sh. Joginder Singh Saluja, R/o Dhanbad District Dhanbad., vide registered sale deed no. 3035 dated 19.06.1995, the First Party herein.

And Whereas the aforesaid (1) Sri Joginder Singh Saluja & (2) Smt. Saranjeet Kaur, while in possession of the Schedule-A (I) land got the mutation done for the same vide No. 2376(III)2006-07 and have been paying holding tax to the Dhanbad Municipal Corporation, Dhanbad, Holding No. 0310001289000A1.

II WHEREAS, land more fully described in the Schedule-A(II) below was purchased by one Kuldip Singh, who while he was in peaceful possession over the same transferred his right, title, interest and possession over the same to one B. S. Chabra by virtue of Registered Sale Deed No. 7503 of 1982 and aforesaid B. S. Chabra while enjoying the same in peaceful and undisturbed manner by mutating his name in the sherista of the landlord in the state of Bihar vide Mutation Case No. 39(III) of 1983-84 transferred his right title, interest and possession to Smt. Usha Kandhari wife of Sh. S. K. Kandhari by virtue of Registered Sale Deed No. 7315 of 1983, registered at Dhanbad registry office.

And Whereas Mrs. Usha Khandari, W/o Mr. S. K. Khandari transferred all her right, title, interest and possession of the Schedule-A(II) land to (1) Sri. Subhas Kumar Agarwalla, (2) Sri Naresh Kumar Gupta & (3) Sri Arun Kumar Gupta, all sons of Sri Ishwar Dayan Agarwalla, all residents of Dhanbad Police Station Dhanbad, sub division, sadar, registry office Dhanbad, District Dhanbad vide Registered Sale Deed no. 3704 dated 04.05.1987, who having been regularly paying rent to the Govt. vide Thoka No. 1498 and they constructed some portion on the Schedule-A (II) land.

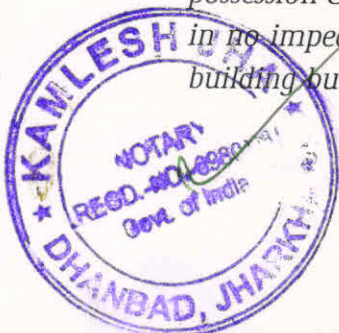
And Whereas the aforesaid to (1) Sri. Subhas Kumar Agarwalla, (2) Sri Naresh Kumar Gupta & (3) Sri Arun Kumar Gupta sold their entire right, title and interest in the Schedule-A(II) land including the built-up portion to (1) Smt. Saranjeet Kaur, W/o Sri Joginder Singh Saluja & (2) Sri Joginder Singh Saluja, S/o Sardar Amar Singh Saluja, by faith Sikh, by occupation Housewife and business respectively, both R/o Near Kabristhan Road, Basant Vihar Colony, Joraphatak Road, Dhanbad, District, Dhanbad, vide Registered Sale Deed No. 4240 dated 20.07.2014, the First Party herein.

And Whereas the aforesaid (1) Smt. Saranjeet Kaur & (2) Sri Joginder Singh Saluja, while in possession of the Schedule-A (II) land got the mutation done for the same vide No. 766(III)2016-17 and have been paying holding tax to the Dhanbad Municipal Corporation, Dhanbad, Holding No. 0310001308000A1.

AND WHEREAS in the manner above said (1) Smt. Saranjeet Kaur & (2) Sri Joginder Singh Saluja became the absolute and exclusive land owners of the entire Schedule-A (I) & (II) land, hereinafter called the Schedule Total Land and is in peaceful physical possession of the same.

AND WHEREAS the Landowner has approached the Developer and requested him to develop the above said Schedule Total Land and after prolonged negotiations made between the parties hereto the Landowner has agreed to the proposal of The Developer. The Landowner has assured the Developer: -

- A. That the Schedule Total Land is their exclusive property and is in their lawful physical possession & is free from all encumbrances & they have a clear and marketable title and there in no impediment in dealing with the same, i.e., for developing and subsequently selling the building built thereon.



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- B. That the Landowner assures the Developer that the Schedule Total Land hereby agreed to be developed is free from all kinds of encumbrances such as prior sale, gift, will, Lease, lien, charge and disputes, stay order, injunction and attachment or any other registered or unregistered encumbrances, whether absolute or contingent, etc.
- C. That the Landowner assures the Developer that they possess a clear and marketable title of the Schedule Total Land. The Landowner further assures the Developer that they have not made any application/request for or availed any loan/lien against the Schedule Total Land or done anything to create any encumbrance on the above said Schedule Total Land.
- D. That the Landowner assure the Developer that the Schedule Total Land is their absolute and exclusive property, commercial in nature and the same is neither the subject matter of any minority, HUF (Hindu Undivided Family) nor does it belong to Joint Hindu Family and no part of it is owned by any minor and/or no minor has any rights, title, interest and claim or concern of any nature whatsoever with the above said Schedule Total Land.
- E. That the Landowner assures the Developer that they are in exclusive, lawful vacant peaceful physical possession of the Schedule Total Land.
- F. That the Landowner assures the Developer that they have not executed any other agreement to sell/sale deed in favour of anybody orally or in writing in respect of the Schedule Total Land, nor any rough/fair receipt for initial advance has been received by him against the above said Schedule Total Land.

And Whereas the Developer relying on the above said specific assurances of the Landowner has agreed to develop the Schedule Total Land as stated in schedule "A" herein below for constructing a new multi-storeyed building as per plan to be sanctioned by Nagar Nigam & as per specification detailed in schedule "D".

And Whereas the Developer has assured the Landowner that he possesses sufficient experience and resources to develop the above said land.

AND WHEREAS the parties hereto have agreed on certain terms and conditions and the same are hereunder recorded in writing to avoid any future complication.

NOW THIS DEED WITNESSETH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them :-
- (a) **LAND OWNER** shall mean (1) Smt. Saranjeet Kaur & (2) Sri Joginder Singh Saluja and their legal heirs, successors, executors, administrators legal representatives and/or assigns.
- (b) **DEVELOPER** shall mean M/S NEWTECH VILLA DEVELOPERS PVT. LTD., and its successors, executors, administrators, legal representatives and/or assigns.
- (c) **SCHEDULE LAND** shall mean the Schedule Total Land, i.e., (i) 4 kathas and 11 chhataks or to say 7.7 decimal & (ii) 4 kathas and 14 chhatak or to say 8.05 decimals of land; total 15.75 Decimal (Schedule Total Land) on which proposed building is to be

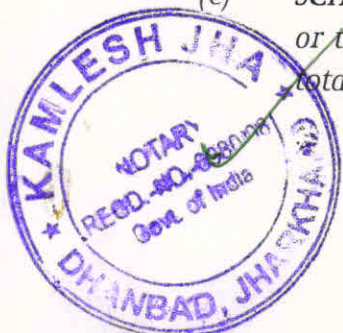
Saranjeet-Kaur.

Newtech Villa Developers Pvt. Ltd.

Jogendra Singh Saluja,

J. Bhunia

Director 4

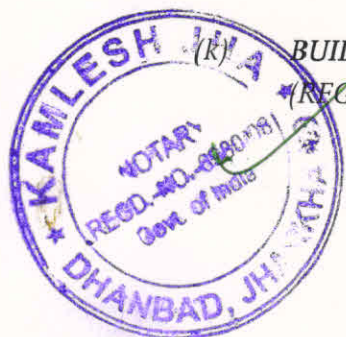


constructed including vacant space to be left around each building and enclosed by existing boundary wall which is detailed in schedule "A" below.

- (d) **BUILDING** shall mean the building proposed to be constructed over the said land as per sanctioned plan of Nagar Nigam which will conform to specifications as mentioned in schedule "D" below.
- (e) **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation inclusive of proportionate share of the space required after making due provisions for common facilities and the space required thereof.
- (f) **ARCHITECT** shall mean such Architect or Architects that may be appointed from time to time for the project at the said building.
- (g) **BUILDING PLAN** shall mean a plan prepared by Architect appointed by the developer for the construction of the building on the said property and sanctioned by the Nagar Nigam and/or other authorities.
- (h) **LAND OWNER'S ALLOCATION** shall mean the 38% portion of the total constructed area on the Lower Ground & Ground Floor (Commercial) & 35% portion of the constructed area on the First, Second, Third & Fourth Floors (Residential) including common parking area and other free space etc. in the proposed building which is to be allotted to the land owner in accordance with the terms and conditions of these presents including the proportionate share in the common facilities and amenities and as described in the Schedule hereunder. The specific allocation of the same shall be done by mutual consent after getting the Building Plans sanctioned from the concerned authority and shall be marked in Red colour.
- (i) **DEVELOPER'S ALLOCATION** shall mean the remaining portion of the building i.e. 62% portion of the total constructed area on the Lower Ground & Ground Floor (Commercial) & 65% portion of the constructed area on the First, Second, Third & Fourth Floors (Residential) including common parking area and other free space on the said Schedule Total Land including the proportionate share in the common facilities and amenities of the proposed building on the said Schedule Total Land. The specific allocation of the same shall be done by mutual consent after getting the Building Plans sanctioned from the concerned authority and shall be marked in Green colour.
- (j) **COMMON FACILITIES AND AMENITIES** shall include parking, corridors, hallways, passage ways, drive ways, parking, common lavatories, pump room, tube wells, underground water reservoir, overhead water tank, water pump, motors, generators and other facilities, which may be mutually agreed upon between the parties and required for the establishment, location enjoyment, provisions, maintenance and management of the building including the facilities at roof and terrace of the said building more fully described in the Schedule "C" hereunder.

(k) **BUILT UP AREA** shall mean Carpet Area as defined in Section 2(k) of REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 but shall include thickness of the wall

Saranjeet-12am. Newtech Villa Developers Pvt. Ltd.
Jogendra Singh Dalvi's B. Bhargava
Director



and shall exclude common area and free space.

(l) **COMMON AREA** shall mean as defined in Section 2(n) of REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016.

2. (a) In consideration of the landowner having given 62% portion of the total constructed area on the Lower Ground & Ground Floor (Commercial) & 65% portion of the constructed area on the First, Second, Third & Fourth Floors (Residential) of the Schedule Total Land to the Developer, the developer has agreed to develop and construct multi-storeyed building comprising of basement, Lower Ground, Ground, First, Second, Third and Fourth Floors therein having parking in the basement, shops/office spaces and/or Shops at Lower Ground and Ground Floors and residences at the First, Second, Third & Fourth Floors as per specification detailed in the schedule "D" below at his own cost and conferring on him the rights, powers, privileges and benefits mentioned herein.

(b) All costs of construction of the proposed multi-storeyed building shall be borne and incurred by the developer and the landowner will not be called upon to bear any expenses or costs hereafter. The landowner or his representative shall be free to visit the site anytime to keep to see the progress of construction.

(c) The landowner confirms of having handed over vacant peaceful physical possession of the Schedule Total Land to the developer at the time of signing the present agreement. The landowner shall be entitled to exclusive use and occupation of the saleable area comprised in the land landowner's allocation of the building and the developer shall put the landowner in undisputed exclusive possession thereof in respect of his share. Similarly, the developer shall become the absolute and exclusive owner of his share with an unfettered right to deal with his portion in any manner he likes including Booking/sale/transfer/exchange/lease/etc. etc. during the course of construction and thereafter.

(d) That the developer has given a sum of Rs. 5 (Five) Lakhs only as refundable interest free security deposit to the landowner in the following manner:-

Rs. 2,50,000/- vide Cheque No. 000925, dated 20.12.2021, in favour of Smt. Saranjeet Kaur, drawn on _____.

Rs. 2,50,000/- vide Cheque No. 000926, dated 20.12.2021, in favour of Sri Joginder Singh Saluja, drawn on _____.

The said security deposit shall be returned by the landowner to the developer at the time of receiving the possession of the completed portion of building comprising of landowner's share. Further stated that no interest or any other charges, by whatever name called, will be charged on this amount of security deposit by the Developer from the Land Owner in any circumstances.

(a) The developer shall be entitled to advertise in his own name about the said development of the property and proposed sale of the Shops/units portion/residential premises in the

Saranjeet Kaur.

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J. Bhargava

Director



proposed building to be constructed and put up advertisement board on the property and to remove the debris and rubbish on demolition of old existing structures and to dispose of the same at his own cost.

- (b) The developer shall be entitled to enter into any agreement with any building contractor, architect and appoint agents for the purpose of development of the said property in his own name and at his costs, risks and expenses.
- (c) After ear-marking of the landowners share of allocation the developer shall be entitled to his share of space and all of such Shop/offices or rights in the buildings and structures to be constructed so far as they relate to developers allocations as well as the adjustable area in respect of which the developer can enter into any deal, sale agreement, execute conveyance deed etc. etc. The developer as well as the transferee shall be entitled to raise any loan against their booking of the part of the property out of developer's share.
4. The landowner shall, at the cost of the developer immediately after execution of this agreement, execute a registered General Power of Attorney in favour of the developer giving him all necessary powers required to carry out the work of development and for completion of the project work, i.e. constructing a new multi-storeyed commercial building, and to execute and sign, deed(s) documents including but not restricted to agreement to sell/sale deed//lease deed etc. etc. in favour of the proposed purchasers of the Shops to the extent of the developers allocation in the said building which is one of essence of this agreement. If there shall be necessity to change the terms of the agreement, it must be done by a separate sub-agreement in writing between the Land Owner and the Developer. It is specifically agreed that the above said General Power of Attorney shall form an integral part of the present Development Agreement and both the documents shall be read together.
5. Before start of actual execution of the development at site, the share of landowner & the developer will be specifically ear-marked on the map. However, the Landowner as well as the Developer shall be fully entitled to do bookings/deal with their respective shares immediately after signing of this Agreement.
6. The landowner shall, at the request and costs, expenses and charges of the developer, assign, execute from time to time all plans, applications for layouts related to the construction of the building and structures on the Schedule Total Land and all other documents that might be necessary for giving proper effect of these presents.
7. (a) The developer covenants and agrees to complete the development and construction of the building with all amenities therein and thereon as per agreed specification within 3 (three) years from the date of sanction of the plan with a grace of 1 (one) year subject to force majeure reasons and/or other reasons beyond the control of the developer.
- (b) That the construction of the Lower Ground & Ground Floor shall only be in the form of a hall comprising of walls duly plastered and painted, roof duly plastered and painted, flooring with tiles along with "Iron Shutter" only.

(c) That the construction of residential flats on the First, Second, Third & Fourth Floors shall be

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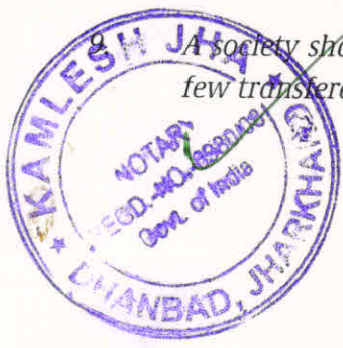
Director



as per specifications and amenities contained in the brochure annexed.

- 8. (a) On completion of the said building the developer shall give notice in writing to the landowner who shall be bound to take possession of his aforesaid allocated share in the said building after completion of the same. After taking possession, the landowner shall be responsible to pay all taxes, services charges and other outgoings in respect of his share and the proportionate common facilities in the said building only to the extent of the liabilities which shall arise in respect of his share of allocation only after taking possession of his share in the proposed building after completion of the same. Any taxes, duties, charges or other outgoings pertaining to the period before taking the possession by the Land Owner, of his share of allocation in the proposed building shall be liability of the Developer alone and shall be borne by the Developer.
- (b) The Developer shall bear total cost of installation of electric meters, transformer, electrification & fittings, generator, Lifts, municipal water connection and any other expenditure in the said development. Further all the cost & other requirements associated with the completion of proposed building is the liability of the Developer and the Land Owner shall have no liability for the same till completion of the building and handing over of the possession.
- (c) That after preparation of the building plan, before submitting the same to Nagar Nigam, the land owner and the developer shall amicably partition all the Shops/office space etc. according to their proportionate share and shall sign and execute necessary document to avoid future complication between them. However immediately after signing of this Agreement, the developer as well as the landowner shall have full power and authority to book, to receive earnest money in their respective names and to enter into agreement with their intending purchaser in connection with their respective allocation.
- (d) That both the parties to this agreement have mutually decided that any occupier of any Shop/unit/residential space in the said building shall have no right on the terrace but only the limited right to visit the roof with technical hands and/or workers for the purpose of inspection of the common overhead water tanks, installation of radio aerials, T.V. antenna, cables, dish antennas etc. repairs and replacement thereof. Be it clearly stated that if in future the competent authority shall be able to permit the developer to make further construction over the roof of the proposed building the landowner shall have 37% right over the additional floors to be constructed of the proposed multi stories building and the remaining 63% shall fall in the share of the developer, provided that the cost of the entire construction shall be borne by the developer. It is reiterated that the allocation of the share of 37% & 63% in respect of landowner and developer respectively shall be applicable to the entire built up area at the Schedule Total Land that may be actually built in future.

A society shall be formed which shall necessarily comprise of the land Owner, Developer and few transferees/successors-in-interest of the allocated portion of the Land Owner and Developer,



Saranjeet Kaur.
Jogendra Singh Saluja

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J. B. Bhatt

for the management and administration of the said building, including the portion in common use and sharing the expenses of management, administration and maintenance of amenities in the said building including the use thereof and such scheme and any rules and regulation framed under the scheme shall be binding on the occupiers of the said building, including in the landowners allocation and in the developers allocation as per the expenses stated in Schedule C. The maintenance expenses shall be borne by the owners/occupiers in proportion to the space occupied by them at the rate to be decided by the Society. Provided the Bank Account to be opened in the name of the Society shall be operated by the Land Owner & Developer jointly or their nominees.

10. (a) Any transfer of any portion of the said building out of the landowners allocation or developers allocation shall be subject to the provisions contained herein and all occupiers shall be bound by the provisions contained in this agreement, rules, regulations, byelaws and restrictions contained herein.
- (b) Neither the landowner nor the developer nor any person occupying in portion of the said building whether in the landowners allocation or in the developers allocation shall use or permit to be used his portion or space occupied by him or his agents for carrying on any illegal or immoral trade or activity or to do or allow anything to be done that might cause any nuisance or annoyance or hazard to anybody inside the building or outside the building or to store any inflammable or explosive materials, goods or products.
11. The development of the said Schedule Total Land by constructing building containing Shops/commercial space/residential units shall commence forthwith with all earnestness after receiving the sanctioned building plans in accordance with the specification, plans, schemes and approvals of the competent authority, rules & regulations and byelaw of the authorities applicable at the cost, risks and responsibilities of the developer, the landowner having no responsibility in respect thereof in any manner whatsoever save as contained herewith.
12. (i) The landowner hereby entrusts, handover and give right to developer to enter into the said Schedule Total Land to develop the property and construct multi-storeyed buildings thereon containing shops and office & residential spaces with the specified materials and in accordance with the plan and specification mentioned hereinafter in schedule "D".
- (ii) The developer hereby agrees to develop and/or cause to be developed the said Schedule Total Land by constructing one or more buildings with best materials containing in the building units/Shops/office space/residential units in accordance with the agreed specifications of sanctioned plans, the rules and regulations in relations thereto with approval and/or sanction of the concerned authorities and at his own costs, expenses and arranging his own finance at his own risk and responsibility. Be it clearly stated that the Developer will use the same materials in the Land owner's share of allocation in the proposed building as used in the Developer's share of allocation.



Saranjeet-Kaur,

Jogendrasingh Sahay's

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B. B. Bhat

Director

13. All title documents shall remain in the possession of the Land Owner. However if the developer require the title documents, he shall apply with appropriate government authorities to get the certified copy of title documents. Provided that if any intending buyer of the Developer's allocation wishes to inspect the same, the Land Owner shall show him the original at mutually decided convenient time.
14. (i) The landowner declare that they have not agreed, committed to or contracted or entered into any agreement for sale or lease of the said Schedule Total Land or any part thereof to any person other than the developer and that they have not created any lien, charge, mortgage or encumbrances on the said Schedule total land and that the said total land is free from all encumbrances and shall remain so during the subsistence of these presents.
- (ii) The landowner further declares that they have not done any acts, things, deeds or matter whereby or by reasons of the said building or/and property may be affected or prevented in any manner whatsoever and that they undertake to remove any possible impediment to the implementation of these presents. The landowner declares and assure that the land in question is free from all encumbrances and is not an HUF property the land owners hold good right, title, interest and possession over the same. However if any complication arise regarding right, title, interest and possession in respect of the said land it shall be the duty of the landowners to remove the same and in case the Developer suffers any loss, cost, expenses, etc. on account of any fault in the title of the Landowner, the Landowner shall indemnify the Developer for such loss, cost, expenses etc.
- (iii) The landowner declares that he has not received any notice/information from any govt. local authority, municipal corporation authority or any other competent authority, including notice of acquisition or any such notice, affecting the said land or imposing any restrictions on the development of the said land in the manner proposed herein.
- (iv) The landowner hereby undertakes, agrees and covenants, not to cause any interference by themselves or through others in the development of the property or in the construction of the new building on the said Schedule Total Land by the developer or through its agents, or do any deed or act preventing the developer from disposing of selling, assigning or disposing of or transferring any portion of the developers allocation of the new building or to deal with the developers allocation in any manner whatsoever.
15. (i) That both the parties to this agreement agree that both of them shall have unfettered right in respect of their respective allocation and shall be competent to deal/dispose off their allocated portions any time in any manner they please including but not limited to booking & receiving money in their own name, executing agreement to sell/sale deed/lease deed/exchange etc. etc.

- (ii) That both the parties hereby agree that the Developer as well as purchaser of the unit/units from the Developer of his allocation of the aforesaid share shall be entitled to create equitable or legal mortgage of his area of unit for obtaining loan from any

Saranjeet Kaur

Togendra Singh Sahuja

Newtech Villa Developers Pvt. Ltd.

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Director



financial institution or any bank or banks.

(iii) In case any fine or penalty is imposed on the said building for any extra built up area or for any other breach of the terms of condition then the same will be borne and paid by the developer alone. Liability on account of any duty, cess, tax, stamp, and consequential penalties, imposed by any authority due to execution of this development agreement on the landowner at any point of time, during the course of construction, will be solely borne by the developer.

16. The technical feasibility, compliance of all technical parameters and other technical aspects related to development will be sole responsibility of the developer.
17. The agreement entered between developer and the buyer, in respect of sale of share of developer, will be sole responsibility of the developer. Any matter related to performance, timely completion, payment, quality ownership etc. will be between the developer and the buyer and landowner in no way will be responsible for the same.
18. That all the clearances/permissions from various authorities with respect to this development will be sole responsibility of the developer and the landowner shall cooperate for the same.
19. That the Developer will be solely responsible for any mishap, incident, loss of life or property till the property is handed over to landowner.
20. That in case of any mishap or loss of life during the construction work, the same will be the sole responsibility of the developer and the land owner will be kept fully indemnified against all actions, suits, proceedings and cost, charges and expenses in respect of construction by the developer.
21. That in case, in future (after completion of proposed building) additional build up area and above the proposed area is constructed on the said premises by the developer, after obtaining consent from the landowner, the same will be shared mutually with the same terms as contained in this agreement.
22. That, this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto. This agreement shall be irrevocable and remain binding on the parties forever.
23. That parties to this agreement have agreed that 1/2 (half) percent variation in the size of the property as detailed in Schedule A shall not affect the validity of this agreement and the developer shall be liable to develop the actual size of property as is found at the spot subject to the present clause.
24. That this agreement is irrevocable.
25. That it is hereby agreed by the parties that all disputes and differences arising out of, in relation to these presents or touching the development, demolition of the old structure, constructions specifications, allocations of new building and in relation thereto shall be amicably settled by the parties through negotiation. However, in case the same can't be resolved than the same shall be referred through arbitration proceedings and the Arbitrator shall finally adjudicate



Saranjeet Kaur

Bogendra Singh Sahuja

Newtech Villa Developers Pvt. Ltd.

B. Bhunia

Director

the dispute and give the award preferably within 6 (six) months from the date of commencement of Arbitration proceedings and the place of Arbitration shall only be at Dhanbad.

26. That this development agreement is signed & executed in two copies and after signing by the parties and witnesses; one is being retained by the Land Owner & the second is handed over to the Developer for their reference. Both copies shall be treated as Original Agreement.

**THE SCHEDULE "A" ABOVE REFERRED TO
(THE LAND)**

I All that piece and parcel of RAIYATI LAND situated in Mouza: Dhanbad, P.S. and Municipality Dhanbad (known as KABRISTAN AREA) P.S. Dhanbad, District Dhanbad and being entire Holding no. 0310001289000A1, Ward No. 31 of Dhanbad Municipality. Mouza: Dhanbad, Mouza No. 51. Khata No. 40. (Forty) Plot No. 1389 (P) area 4 kathas 11 chhataks or 7.7 Decimal, as laid down in registered sale deed no. 3035 dated 19.06.1995 in favour of (1) Sri Joginder Singh Saluja & (2) Smt. Saranjeet Kaur, duly mutated vide Mutation No. 2376(III)2006-07, being butted and bounded as under:-

North :- Part of plot no.1383 (Jain Milan)
South :- Passage
East :- Common wall with Bishwanath Agarwall
West :- Part of Plot No. 1385. Champa Villa

AND

II. All that piece and parcel of RAIYATI LAND situated at MOUZA DHANBAD, under P.S. Dhansar, chowki sadar registry office and District Dhanbad. MOUZA: DHANBAD, Mouza No. 51 UNDER KHATA NO. 40 (Forty) PLOT NO. 1389, out of which measuring an area 4 kathas and 14 chhatak or to say 8.05 decimals of land situated at Subsidiary road, under Municipal Corporation Holding No. 0310001308000A1, under Ward No. 31, as laid down in registered sale deed no. 4240 dated 20.07.2014 in favour of (1) Smt. Saranjeet Kaur & (2) Sh. Joginder Singh Saluja, duly mutated vide Mutation No 766(III)2016-17, being butted and bounded as under:-

North :- 15 feet wide private road
South :- Mohan Singh Chawda
East :- Prabhash Agarwalla (Portion of Plot No. 1389)
West :- Dr. Gautam

Total land measuring 15.75 Decimal



Saranjeet Kaur,
Jogendra Singh Saluja's

Newtech Villa Developers Pvt. Ltd.
B. Bhugat
Director

THE SCHEDULE "B" ABOVE REFERRED TO

(THE COMMON PORTIONS)

NO. BY
DHANBAD

1. Staircases on all the floors of the proposed building.
2. Staircase and the Lift/Escalator Landings on all floors of the proposed building, as the case may be.
3. The parking, common path, passages and areas in the Land comprised in the said premises and in the proposed building (excepting expressly such areas therein as are not needed or held or intended for use by any particular person) including the Beams, Foundation and support of the proposed building.
4. Driveway and lobby in the ground floor or basement of the proposed building (save except the car parking spaces demarcated by the Developer therein and/or the open land at the said premises).
5. Boundary walls and the main gates of the said premises.
6. Drainage and the sewerage lines and connections.
7. All electrical connections, installations, wings, meters and fittings (excluding only those that are installed with the exclusive area of Shop & office space in the proposed building and exclusively meant for its use).
8. Tube wells and their installations, if any.
9. Water pump and its installations, pump room water reservoir, water tanks and all common installations for carriage of water (save and except only those as are within any Shop and are for use by the occupier of such Shop or Shops) and are for use by the occupier of Shop or Shops (exclusively) in and and/or to and/or in respect of the proposed building.
10. Lift /Escalator (if any) lifts well installations, lift room and the lift machine room in the proposed building.
11. Such other common paths or area, equipment's, installations, fittings and fixtures in or about the land comprised in the said premises and in the proposed building as are necessary for the user in common between the landowner of the proposed building from time to time expressly excluding the roof of the proposed building and the parking area in the basement and/or the ground floor of the proposed building and/or in the open land comprised in the said premises.

THE SCHEDULE "C" ABOVE REFERRED TO

COST OF MAINTENANCE OF COMMON SPACES

1. All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lightening the common portions and common area in the proposed building including its outer walls.



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Jogendra Singh Sahujia

Newtech Villa Developers Pvt. Ltd.

J. B. Singh

Director

2. The salaries of all persons employed for the common purposes including darwan, security personnel, liftman, sweepers, plumbers, electricians etc.
3. Insurance premium for insuring the proposed building if any.
4. All charges and deposits for supplies for common utilities to the co-owners in common.
5. Municipal tax, water tax and other levies in respect of the premises in the proposed building save those separately assessed on the purchaser.
6. Costs of formation, operation of the Association (if any), for the maintenance and the management of the premises, the proposed building and the common portion thereof.
7. Costs of running, maintenance repairs, and replacement of lift, transformer (if any) generator (if any), pumps and common installation including their license fee, taxes and other levies (if any).
8. Electricity charges for the electrical energy consumed for the operation of the common services.
9. All litigation expenses incurred for the common purpose and relating to the common use and enjoyment of the common portions.
10. All other expenses, taxes, rates and other levies etc. as are deemed by the Developer to be necessary or incidental or liable to be paid by the co-owners in common including such amounts as be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

THE SCHEDULE "D" ABOVE REFERRED TO

SPECIFICATION FOR THE BUILDING

The developer within the stipulated period as mentioned hereinabove of this agreement erect upon the schedule "C" land and complete the same in a substantial and workmen like manner a commercial building in accordance with the building plan sanctioned by Nagar Nigam Dhanbad and any other competent authority and shall also provide proper drainage, sewer and other conveniences and details of constructions are detailed hereunder in brief which are as follows:

Foundation & Super structure:- As per standard design approved by the architect/engineer and building plan sanction authority.(Cement-ACC, Lafarge, , Ultratech, , Birla Gold, or reputed brand) (T.M.T. Bar- Pillar- TATA Tiscon, SAIL, , Kamdhenu, etc.

Roof & Terrace :- Re-enforced cement concrete. Best quality thermal and water proofing treatment on terrace.

Wall Finish:-All walls and ceiling internally cement plastered with good quality wall putty and externally cement plastered and externally having semi permanent painting finish lasting at least 10 years.



Sarajeet Kam.

Poojendra Singh Saini

Newtech Villa Developers Pvt. Ltd.

J. Bhargava

Director

Door/Window:- Good Quality, water & terminate proof wooden frames and flash doors, aluminium windows and iron shutters in the shops and entrances.(Green ply, Century). Glass doors and windows for showrooms.

Flooring :- White cement based marble/granite/tiles flooring in all area & cement flooring in parking space.

Electric Wiring :- Concealed P.V.C. Copper conduit wiring with standard quality (Havells, Cona, Anchor, Crompton Greaves). Ducting and Electrical points for Air Conditioners.

Water:-24 hours water supply from own deep tube well, water supply lines for all units (Bathrooms & Kitchens)

Bathroom Fittings :- Good quality and good brand bathroom fittings shall be provided in all bathrooms, latrines, urinals, kitchens washing spaces by the Developers.(CeraHindware, Jagwar, Esco)(PVC Pipe -USHA)

Electricity:- Electricity supply for the complex shall be taken from the State Electricity Board and all shops/units/office will have individual connections and meters.

Telephone :- One telephone point will be provided in all units with junction Box at central location. Telephone points to the parking area & for security guard.

Parking :- Ample reserved on cost parking space for car/two wheelers.

Generator :- Stand by generator for lightning in all area and water supply. Wiring cost, change over switch cost etc. will be borne by the developers and the cost of light fittings shall be borne by the occupier. (Krilosker, Krilosker Green, Ashok Leyland,

Fire Extinguishers:-As per specification of the Fire Department. NOC from fire department to be obtained by the Developer.

Lift/Escalator :- OTIS, KONE some good brand.

Elevation :- Glass/A.C.P. in the front side or as designed by Architect.

CCTV cameras and PA (Public Address) system to be provided.

Provision for false ceiling and ceiling lights, air ventilation in the common area.

Height of the ceiling of the Ground Floor and First Floor shall be 14 feet & other floors 10 feet subject to bye laws of Nagar Nigam.

Note:- All material to be used in the proposed building must be of above mentioned branded/reputed companies or equivalent to ISI Brand.



Saranjeet-Kaur
Jogendra Singh Saluja

Newtech Villa Developers Pvt. Ltd.

J. B. Kumar

Director

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE PRESENTS
ON THE 20th DAY OF THE MONTH OCTOBER AND YEAR 2021

WITNESSES

1. Komal Saluja
S/o Jogender Singh Saluja
Add → Toraphatak Road,
Vasant Vihar, Dhanbad.

SIGNED

Saranjeet-Kaur.



Smt. Saranjeet Kaur

Jogendra Singh Saluja



Sri Jogendra Singh Saluja

(First Party/Land Owner)

2. Krishlaya Bhagat
S/o Dashrathjee Bhagat
Shiv Mandir, Manatund
Dhanbad-826001

(Second Party/Developer)

Newtech Villa Developers Pvt. Ltd.

B. Bhagat



Director

Certified that the finger prints of the left hand of the First and Second Party, whose photographs affixed in the document have been duly obtained before me. Prepared the document as per details supplied by the parties.

Signature

ATTESTED

Authorised
J/s 297 (i) (c) of the Cr PC 1973
Act. No 11 of 1974 & u/s (I)
of the Notaries Act 1952
Act No. 53 of 1952

NOTARY
DHANBAD

[Handwritten signature]

