



NOTARY  
DHANBAD

## Government of Jharkhand

### Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : c9399b9eada873a93170

Receipt Date : 05-Jul-2021 03:34:34 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 : BIRENDER BHAGAT

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : BIRENDER BHAGAT

Second Party Name : NEWTECH VILLA DEVELOPERS PVT LTD

GRN Number : 2106268598

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

B. Bhagat

Newtech Villa Developers Pvt. Ltd.

*(Signature)*

Director



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।





B. Bhagat

Newtech Villa Developers Pvt. Ltd.

Director

NOTARY 05.7.2021  
DHANBAD

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made at DHANBAD on this the 05<sup>th</sup> July 2021.

BY AND BETWEEN

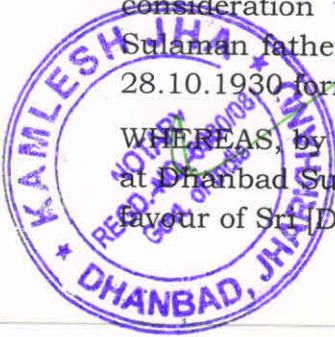
SRI BIRENDRA BHAGAT son of Sri Satya Narayan Bhagat by faith Hindu, by caste Kalwar, resident of S-210, 2<sup>nd</sup> Floor, Panchsheel Park, Near Kotak Mahindra Bank, New Delhi-17 at present residing at Gokul Apartment, B-102 1<sup>st</sup> Floor, Rani Talab, Dhaiya P.S. Dhanbad, District Dhanbad (Jharkhand) hereinafter called and referred to as "LAND OWNER" which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives and assigns of the ONE PART. [Indian Citizen]

A N D

M/S NEWTECH VILLA DEVELOPERS PVT. LTD., a private limited company having its office at S - 210, 2<sup>nd</sup> 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) represented by its director SRI KRISHLAY BHAGAT son of Sri Dashrath Jee Bhagat by faith Hindu, by caste Kalwar, resident of H.no. 64, Shiv Mandir, Manaitand, Dhanbad District Dhanbad-826001 (Jharkhand), duly authorised, hereinafter called and referred to as the DEVELOPER which expression shall mean and include his successors, legal heirs and permitted assigns of the OTHER PART.

WHEREAS, by virtue of a registered Deed of Sale No. 13788 dated 04.12.1957, Registered at Dhanbad Sub-Registry office, sold by Sri Mahamad Hanif Son of Late S K Sulaman, in favour of Sri [Dr.] Gautam Kumar, the said Sri [Dr.] Gautam Kumar purchased his entire right, title, interest and possession to in and over 21.50 Decimals of land, out of Survey settlement Plot No. 1387 (measuring 20.50 Decimals of land) and Plot No. 1388, measuring 1.00 decimal of land) appertaining to Khata No. 70, of Mouza Dhanbad, Mouza No. 51, under P.S. Bank More, Chowki Sadar Sub-Registry office and Dist. Dhanbad, for valuable consideration therein mentioned, (and previously the land was purchased by Sheik Sulaman father of Mahamad Hanif by virtue of a Registered Sale Deed No. 3308 dated 28.10.1930 from one S K Abdul Gani, Registered at Dhanbad Sub-Registry office); And

WHEREAS, by virtue of a registered Deed of Sale No. 13789 dated 04.12.1957, Registered at Dhanbad Sub-Registry office, sold by Sri Mahamad Hanif Son of Late S K Sulaman, in favour of Sri [Dr.] Gautam Kumar, the said Sri [Dr.] Gautam Kumar purchased his entire



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Newtech Villa Developers Pvt. Ltd.

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Director

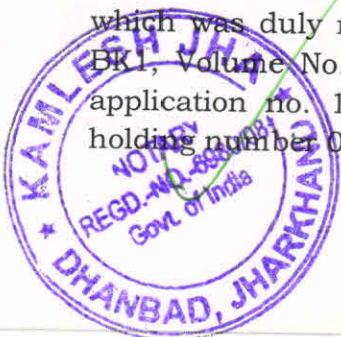
right, title, interest and possession to in and over 21.50 Decimals of land, out of Survey settlement Plot No. 1387 (measuring 20.50 Decimals of land) and Plot No. 1388, measuring 1.00 decimal of land) appertaining to Khata No. 70, of Mouza Dhanbad, Mouza No. 51, under P.S. Bank More, Chowki Sadar Sub-Registry office and Dist. Dhanbad, for valuable consideration therein mentioned, (and previously the land was purchased by Sheik Sulaman father of Mahamad Hanif by virtue of a Registered Sale Deed No. 3308 dated 28.10.1930 form one S K Abdul Gani, Registered at Dhanbad Sub-Registry office); And

WHEREAS, by virtue of a registered Deed of Sale No. 13941 dated 11.12.1957, Registered at Dhanbad Sub-Registry office for the year 1957, sold by Sri Kamal Singh, Son of Ram Pewaj Singh, in favour of Sri [Dr.] Gautam Kumar, the said Sri [Dr.] Gautam Kumar purchased his entire right, title, interest and possession to in and over 2.00 Decimals of land, out of Survey settlement Plot No. 1386, appertaining to Khata No. 40, of Mouza Dhanbad, Mouza No. 51, under P.S. Bank More, Chowki Sadar Sub-Registry office and dist. Dhanbad, for valuable consideration therein mentioned, previously Sri Kamal Singh purchased the property by a Sale Deed vide No. 9751 in the year 1957, along with the constructed area of 5500 Sq. feet comprising of 5 rooms on the Ground Floor and the First Floor each; And

WHEREAS, while in possession the said Dr. Gautam Kumar, died leaving behind his Two Daughter namely Smt. Manju Kumar and Smt. Anju Mongia, as his legal heirs and successors, who inherited the share of Sri [Dr.] Gautam Kumar and are in peaceful possession over the same; And

WHEREAS, while in possession Smt. Manju Kumar, died leaving behind her only Son, Sri Aayush Goutam Kumar and Smt Anju Mongia died leaving behind her only Daughter namely Ikshita Mongia, as her sole legal heirs and successors, who inherited the share of Smt. Manju Kumar and Smt. Anju Mongia and are in peaceful possession over the said land by exercising diverse acts of inheritance and possession and got their name mutated in the sherista of landlord the State of Jharkhand vide succession Mutation Case No. 1888/R27 2019-2020 and recorded their name in Volume No. 23, Page No. 59 in Register II of Dhanbad Circle and succession Mutation Case No. 1889/R27 2019-2020, Area 22.50 Decimals each (Total 45 Decimals) and recorded their name in Volume No. 23, Page No. 57 in Register II of Dhanbad Circle; And

And Whereas the First Party purchased the entire above said land measuring 45 decimals of land from Sri Aayush Goutam Kumar & Smt. Ikshita Mongia Panda vide Sale Deed which was duly registered vide document no. 2021/DHAN/218/BK1/189 in Book No. BK1, Volume No. 22 from pages no. 1 to 84 dated 18.01.2021 followed by mutation application no. 14059, Case No. 4296/R27/2020-2021/Dhanbad, dated 12.02.2021, holding number 0230005213000A1.



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Newtech Villa Developers Pvt. Ltd.

Director

Director

And Whereas the First Party got the mutation of the above said total land measuring 45 decimals done in his favour and got building plans of the above said land sanctioned from Dhanbad Municipal Corporation (Nagar Nigam).

And Whereas the First Party is desirous of developing 21.96 Decimals (9,575 Sq. feet) of land (out of the above said 45 decimals of land) fully described in the Schedule below and construct multi-storey commercial building consisting of Basement, Lower Ground Floor, Ground Floor, First Floor, Second Floor, Third Floor and Fourth Floor and has approached the Second Party to develop the above said portion of land.

And Whereas after negotiations between both the parties they had orally finalised the Development Agreement on 13.02.2021, the detailed terms of which are being reduced in writing by the present Development Agreement.

And Whereas the First Party executed a General Power of Attorney in favour of the Second Party in respect of 21.96 Decimals (9,575 Square Feet) of land out of the above said land measuring 45 decimals vide document no. 2021/DHAN/922/BK4/72 in Book No. BK4, Volume No. 8 from pages no. 67 to 106 dated 15.02.2021.

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

1. That in consideration of the landowner having given the entire built up area on the Basement, Lower Ground Floor, Ground Floor, First Floor, Second Floor of the above said proposed commercial building to be built on 21.96 Decimals (9,575 Square Feet) of land to the Developer, the developer has agreed to develop and construct multistoried building therein having shops/office spaces and/or Shops as per specification agreed upon orally at his own cost and conferring on him the rights, powers, privileges and benefits mentioned herein.
2. That all costs of construction of the proposed multistoried building shall be borne and incurred by the Second Party (developer) and the landowner will not be called upon to bear any expenses or costs hereafter.
3. That the First Party (landowner) confirms of having handed over vacant peaceful physical possession of the above said 21.96 Decimals (9,575 Square Feet) of land to the Second Party (developer) at the time of signing the present agreement. On completion of construction of the said building the landowner shall be entitled to exclusive use and occupation of the entire Third, Fourth Floors and the Terrace area of the entire 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, i.e. entire Basement, Lower Ground Floor, Ground Floor, First Floor, Second Floor with an unfettered right to deal with his portion in any manner he likes including

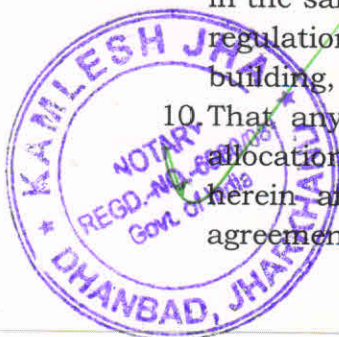


B. Bhandari

[Signature]

sale/transfer/exchange/lease/mortgage etc. etc. during the course of construction and thereafter.

4. That 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/premises in the 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.
5. That 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 costs, risks and expenses.
6. That the Developer shall have absolute and unfettered right to deal with the entire Basement, Lower Ground Floor, Ground Floor, First Floor & Second Floor in any manner he likes including signing the sale agreement, execute conveyance deed, raise loan against mortgage etc. etc., provided the mortgage shall be subject to obtaining NOC from Canara Bank.
7. That the landowner confirms that he has already executed a General Power of Attorney in favour of the Developer and the Landowner covenants that he shall not revoke or cancel the said General Power of Attorney under any circumstances whatsoever.
8. That 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 18 months from the date of this Agreement subject to force majeure reasons and/or other reasons beyond the control of the developer in which event the time to complete the construction of the said building shall reasonably stand extended from time to time.
9. That a scheme shall be framed by the parties herein 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.
10. That any transfer of any portion of the said building out of the landowner's allocation or developer's 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.



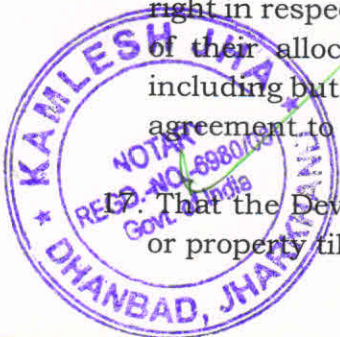
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Newtech Villa Developers Pvt. Ltd.

Director

11. That neither the landowner nor the developer nor any person occupying any 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.
12. That the development of the said 21.96 Decimals (9,575 Square Feet) of land by constructing building containing Shops/commercial space shall commence forthwith with all earnestness 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.
13. That the landowner hereby entrusts, handover and give right to developer to enter into the said total land to develop the property and construct multistoried building thereon containing shops and office spaces with the specified materials and in accordance with the plan and specification mutually agreed.
14. That the Developer confirms that he has been informed by the First Party (Landowner) that the above said 21.96 Decimals (9,575 Square Feet) of land is mortgaged to Canara Bank and at the time of the execution of the Sale Deed with the prospective purchaser the First Party shall either get the same released or obtain NOC from Canara Bank.
15. That Second Party (Developer) further confirms that he has been informed by the Landowner there are 4 (Four) different occupiers on the above said land inducted by the erstwhile owners, occupying certain shops on the Ground Floor on area measuring 32'-6" X 12'-11" square feet of land out of the above said land measuring 21.96 decimals, who may continue to be there.
16. 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 of their allocated portions any time after this day 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/mortgage/exchange etc. etc.
17. That the Developer will be solely responsible for any mishap, incident, loss of life or property till the property is handed over to landowner.



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Newtech Villa Developers Pvt. Ltd.

Director

18. 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.
19. 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.
20. 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 so than the same shall be referred to Sh. Bhriugu Nath Bhagat, R/o Shiv Mandir Maniatand, Dhanbad the sole arbitrator to be appointed by the parties hereto who shall, notwithstanding what is stated in the Arbitration Act or any other law, shall finally adjudicate 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.

#### SCHEDULE

21.96 Decimal (9,575 Square Feet) of commercial Raiyati land (i) 2 Decimal of land situated at Mouza Dhanbad, Mouza No.51, Katha No. 70 & Plot No. 1388; (ii) 19.96 Decimal of land situated at Mouza Dhanbad, Mouza No.51, Katha No. 70 & Plot No. 1387; Total 21.96 Decimal of land under P.S. Bank More, Chowki Sadar Sub-Registry office and District Dhanbad.

Bounded as under:-

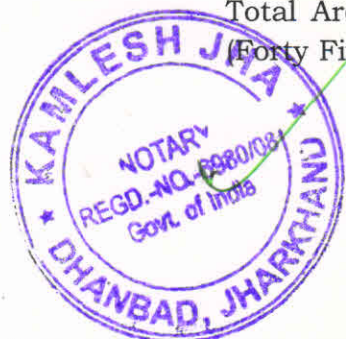
East: Plot No. 1389

West: Joraphatak Road

North: Part of Plot No. 1387

South: Plot No. 1468

Total Area of measuring 21.96 Dicimals (9,575 Square Feet) out of 45 Decimals (Forty Five Decimals) of commercial land as par site plan attached.



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B. Bhuyant

Newtech Villa Developers Pvt. Ltd.

Director

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE PRESENTS ON THE 05<sup>th</sup> DAY OF THE MONTH JULY AND YEAR 2021 FIRST ABOVE WRITTEN.



WITNESS

NOTARY  
DHANBAD

05.7.2021

1. Satyendra Kr Verma  
S/o Arjun Prasad  
Manaitand, Dhanbad

SIGNED

B. Bhuyant

(First Party/Land Owner)

Newtech Villa Developers Pvt. Ltd.

Director

(Second Party/Developer)

2. Laljee Singh  
S/o Late Harishankar  
Singh.  
Koyla Nagar Dhanbad

Handwritten signature and date: 15/7/2021



NOTARY  
DHANBAD  
05.7.2021

Authorised  
J/s 297 (i) (c) of the Cr PC 1973  
Act. No 11 of 1974 & u/s (1)  
of the Notaries Act. 1952  
Act No 53 of 1952