



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 67229488ae745a0f3e2c

Receipt Date : 23-Oct-2021 11:18:13 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

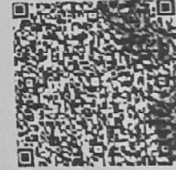
Token Number : 20210000112477

Office Name : SRO - Dhanbad

Document Type : Development Agreement

Payee Name : STAR DEVELOPER REPRESENTED
THROUGH ITS PARTNER VIJAY KISHORE
SAHAY (Vendee)

GRN Number : 2108067758



बिना प्रत्यक्ष 21 के अधीन और विकल्प - : For Office Use :-

निष्ठाकारी एका ही मारा _____ के अधीन
को मान्य है। इस दस्तावेज स्टाम्प शुल्क - 100/-
की अनुसूची 1 या 2 के 5/- के अधीन
स्थापित करवाया गया है। अथवा विक्रय
पत्रों में विक्रय के लिए स्टाम्प शुल्क प्रदान
किया है।

निष्ठाकारी एका ही मारा

23.10.21

25.10.21

विजय किशोर साहय
Vijay Kishore Sahay
Rubby Sahay
Shikha Sahay
Vijay Kishore Sahay

23.10.2021

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।

STAR DEVELOPER

Vijay Kishore Sahay
Partner

Scanned with CamScanner

कम 100/-
Development Agreement 800800/-

FEE PAID OF RS. 2,018/- VIDE

GRN 210808750/25.10.21

Fee Paid

200720

Fee 1-

200724/-

23.10.21

दण्डित जमीन का मूल्य वगैरह
के अनुसार निर्धारित न्यूनतम मूल्य के तहत



Advocate

सन्ध्या कुमारी

Vijay Kishore Sahay
Ruby Sahay

Shikha Sahay
Ajay Kishore Sahay

23.10.2021



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 23rd day of Oct. Two Thousand Twenty One,

BETWEEN

SMT. SANDHYA KUMARI, Wife of Sri Anil Kumar Singh, by faith Hindu, by category General, by occupation Housewife, resident of Bhuli B-Block, B/440, Near Hanuman Mandir, P.S. Bank More, Dist. Dhanbad, Jharkhand hereinafter called and referred to as LANDLORD / OWNER (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, successors executors, administrators, legal representatives and assigns) of the ONE PART;

STAR DEVELOPER
Ajay Kishore Sahay
Partner

श्री विजय किशोर साहय
Vijay Kishore Sahay
Ruby Sahay

Shikha Sahay -2-

Ajay Kishore Sahay

23.10.2021



Advocate



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AND

M/S STAR DEVELOPER, a partnership firm registered under Partnership Act 1932, vide registration No. DEV/2042/0023/2018, having its registered office at Sahay Bhawan, Ram Nagar, Near Kali Mondir, Pandarpalla, P.O. B. Polytechnic, Dist. Dhanbad, Jharkhand represented through its Partner (1) **Sri Vijay Kishore Sahay**, son of Late Awodh Kishore Sahay, by Occupation Business (2) **Smt. Ruby Sahay**, Daughter of Late Bishundeo Narayan, by Occupation Business, (3) **Smt. Shikha Sahay**, Daughter of ^{Late} Ram Lakhan Prasad, by Occupation Business, (4) **Sri Ajay Kishore Sahay**, Son of Late Awodh Kishore Sahay, by Occupation Business, all by faith Hindu, by category General, resident of Sahay Bhawan, Ramnagar, Pandarpala, Near Kali Mondir, P.O. B. Polytechnic, Dist. Dhanbad, Jharkhand, hereinafter referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and interests, liquidators, nominees and/ or assigns) of the **OTHER PART**;

WHEREAS:

- A. That the lands within Mouza Baramuri Mouza No. 03, under C. S. Khata No. 29, R. S. Khata No. 220, C. S. Plot No. 69 AND 90, R. S. Plot No. 110, measuring an area 5 Katha or to say 8.24 Decimals, (under schedule) were duly acquired by virtue of Registered Sale Deed No. 563 dated 03.02.2020 and 4010 dated 13.08.2021,
- B. That Smt. Sandhya Kumari is the land owner of the property which is now vested with the owners / landlords mentioned hereinabove referred to as the owners/ landlords. The Owners / Landlords got her name Mutated against the aforesaid land in the Serista of the Land Lord the State of Jharkhand, vide Mutation Case No. 428/2020-21 and 1637/2021-22 are regularly paying rent in Jamabandi /Thoka Nos. 26 and 04, and recorded in Register II, Volume No. 6, Page No. 26 and Volume No.7, Page No. 4 and accordingly the Landlord / Owner have acquired absolute and exclusive right, title, interest and possession over the entire Raiyati lands in question.

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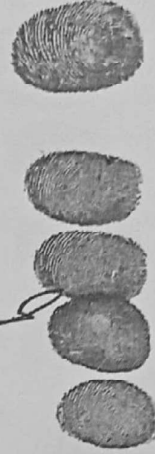
STAR DEVELOPER

Ajay Kishore Sahay
Partner

श्रीमती सुश्री
विलाय किशोर साहू
रुबी साहू

शुक्ला साहू

किशोर साहू
23.10.2021



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The facts described above mean and conclude that Smt. Sandhya Kumari is the rightful OWNER of the aforesaid land measuring 8.24 Decimals and mutated her name in Dhanbad Municipal Corporation under Holding No. 0200003004000M0, Ward No. 20 and paying holding tax regularly.

- C. WHEREAS, the Owner had been in search of a Developer to develop the land described in the Schedule of this Development Agreement into a Multistoried Building (Commercial and/ or Residential) Complex.
- D. The Developer, **M/S STAR DEVELOPER**, approached the present owners and offered to Develop the property by erecting new multistoried buildings thereon on the terms and conditions mentioned hereafter.
- E. Owner have represented to the Developer as follows:
 - I. That the Owners are absolute seized and possessed of the piece and parcel of land measuring 8.24 Decimals morefully and particularly described in Schedule hereunder written and hereinafter referred to as the said premises.
 - II. That the said Premises is free from acquisition and/ or requisition in any nature whatsoever.
 - III. That the said Premises is not effected by any Road Alignment.
 - IV. That the Landlords have not entered into any agreement with any person in respect of the said property or created any charge on the said property and during the pendency of this Agreement for development the Owners shall not enter into Agreement with any other Developer or Promoter or create any charge in respect of the proposed multistoried building to be constructed by the Developer on the said piece of land.
 - V. That no notice of attachment, requisition, acquisition received from any Competent Authority in respect of the said premises.
 - VI. There is no embargo and or outstanding dues in respect of Income Tax of the Owners and/ or any notice of attachment as being received from Income Tax Authority under the provisions of the Income Tax Act 1961.

STAR DEVELOPER
किशोर साहू
Partner

21/10/2021
Kishor Sahay
RUBY Sahay
Shikha Sahay
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23.10.2021



Advocate

VII. That the Land Owner shall comply with all requisition for the purpose of development of the said premises.

DEFINITION

Unless these presents it is repugnant or inconsistent with:

- I. OWNER shall mean the Land Owners mentioned in this indenture hereinabove and/ or its successors in interest, legal representatives, and assigns.
- II. DEVELOPER shall mean **M/S STAR DEVELOPER** and its successors and interests, liquidators, nominees and/ or assigns;
- III. PREMISES shall mean all that the Land and Premises mentioned in the schedule hereunder within the limits of Mineral Area Development Authority/ Municipal Corporation Authority within the District of Dhanbad and particularly described in the schedule hereunder written.

NOW THIS AGREEMENT WITNESSETH AND PARTIES MUTUALLY AGREE ON THE FOLLOWING TERMS AND CONDITIONS:

That, in view of the said Agreement for development and construction of a multistoried complex over the schedule land of this Development Agreement proposed to any construction whichever is beneficial to Developer and as per the approval of competent authority i.e. Mineral Area Development Authority/ Municipal Corporation and in lieu of which the Developer will hand over to the Owners share i.e. 40 % of the Super built up area in the building to be constructed in the schedule land.

- 1. That, the Owners have agreed to handover the peaceful possession of the scheduled Land of this Agreement to the Developer within a period of three days from the date of Signing this Agreement and have allowed the Developer to go ahead with the development work.
- 2. That, the Developer will construct multistoried building (commercial and/ or residential) complex and shall get the plans approved from the competent authority at their own cost.

STAR DEVELOPER
Shikha Sahay
Partner

शुभेष्ट ०९ २०२१
Vijay Kishore Salay
RUBY Salay

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Vijay Kishore Salay
23.10.2021



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3. That, the Developer undertakes and agrees to hand over the Owners only 40% Super built up area in the multi storied complex to be constructed on the land of the owner), for the development on the land of 8.24 Decimals.
4. That, the Developer may construct of any kind including commercial or residential, on which the Owner shall not create any interference or objection for the type or quality of the construction.
5. That, the multistoried building over the schedule land of this agreement constructed at the cost of the Developer shall become the exclusive property of the Developer. The land Owner will not have any physical or legal claim over it and right, interest, title shall accrue upon the Developer in respect of the multistoried building to the extent of 60% as aforesaid, constructed saleable area of the said building complex, which shall be exclusive property of the Developer, with the exclusive right, title and interest upon which the Owners shall not have any sort of right, title or interest in any manner, except their share of 40 % Super built up area in the building.
6. That, all the owners of shops / offices / flats / multiplexes or whatsoever will have equitable right, interest, title over the common area like passage, garden, terrace, lift, guard room, generator etc. after the units of the complex are sold to them respectively.
7. That, the Developer agrees and undertakes that the time is the essence of the contract and the Developer will hand over the owner's share of 40%, to the Owner as per this agreement irrespective of status or progress of the construction. The Developer shall construct the said building complex as per specifications and approved plan of the building by the competent authority within a period of 36 months (in addition to that a grace period of 6 months will be given) from the date of finalization of approval from the Competent authority, i.e. MADA / Municipal Corporation, for the said construction of the building over the schedule land.
8. That, the Developer undertakes and agrees that they will get the drawings of the proposed apartment over the schedule lands of this agreement duly approved by the competent authority (MADA) at their own cost.

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STAR DEVELOPER

Vijay Kishore Salay
Partner

विश्वेश साहू
Vishal Kishore Sahay
RUBY SAHAY
SHIKHA SAHAY
Vishal Kishore Sahay
23.10.2021

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cases, suit are pending before any legal Court of Justice in respect to schedule land of this Agreement.

22. That, in case of any dispute between the Owner and the Developer with regard to the terms, of this agreement for developing the same will be adjudicated by the arbitrator appointed one each by either parties whose decision shall be binding and conclusive. In case of disagreement with the decision of the arbitrators, one common arbitrator with the consent of the appointed arbitrators will be appointed for final decision and the majority decision of all the arbitrators shall be binding on both the parties.
23. That if any litigation or dispute arises in the schedule land or for any reason plan will not be sanctioned by the competent authority, in that case the owner shall refund all amount invested by the developer or to compensate the developer in every respect.
24. That on death of the owner her legal heirs and successors shall bound by the agreement and they shall abide by the terms and condition of this agreement.

OWNER'S FURTHER OBLIGATION

The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building construction on the said plot by the Developer agreement if anything is not going against the spirit of this agreement.

The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/ or disposing of the whole premises.

The Owners hereby agrees that the Developer may mortgage or create any charge of the said premises including construction to any bank or financial institutions to meet its financial requirements.

The Owners hereby agree and covenant with the Developer to execute all papers including the deed of conveyance that may be necessary for transfer the

STAR DEVELOPER
Vishal Kishore Sahay
Partner

21.11.21
Kishore Sahay
Ruby Sahay - 10.
Shikha Sahay
Kishore Sahay
29.10.2021

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26. DEVELOPER'S INDEMNITY

The Developer hereby undertakes to keep the Owner indemnified from and against all third parties' claims and actions arising out of any part or act or commission of the Developer in or relating to the construction of the said building complex.

27. MISCELLANEOUS

It is agreed that the Developer shall have absolute right to name the building and the Owner shall not object the same. It is agreed that the Developer and/ or the Owner shall incorporate a clause in their respective document so that successor in interest does not change the name of the building once the same is completed.

It is agreed between the parties that in case of registration of these present, the Stamp Duty, registration Fees & other misc. expenses including lawyer's fee for Registration of this Agreement as contemplated under this agreement shall be paid by the Developer and owner proportionately.

It is agreed that the Developer is free to purchase or take on development agreement from other party/ parties, any land which is adjacent/ connected to the scheduled land. The Developer shall be free to develop comprising the land taken from other vendor(s) and scheduled premises being taken from the Owner and the scheduled premises may be used for entry/ exit purpose to other lands acquired from other vendor(s), and in this regard the Owner will not have any objection or will not raise any claim.

It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owner shall execute additional power of attorney and/ or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such acts,

STAR DEVELOPER
Kishore Sahay
Partner

श्री ११२११ ०१२११
Vijay Kishore Sahay
Ruby Sahay
Shikha Sahay

श्री Kishore Sahay
- 11 -
23.10.2021

Handwritten notes and signatures in Hindi, including a signature dated 23.10.

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deeds, matters and things if, the same do not in any way infringe and/ or affect the rights of the Owners in respect of the said plot and/ or go against the spirit of this Agreement and the Owner hereby indemnify the Developer for the above.

Any notice required to be given by the Developer shall be deemed to have been served on the Owners if, delivered by hand and duly acknowledged or send by prepaid registered post with acknowledgement due and on the Developer if, delivered by hand or send by prepaid registered post with acknowledgement due to the known address which appears in this agreement.

It is hereby agreed between parties that the Developer shall have absolute right to transfer all the rights and interests of this agreement along with the possession of the scheduled premises to its nominee(s)/ assignee(s) which may be any group concern, other firm/ company or any individual on exclusive decision of the Developer, and such nominee(s)/ assignee(s) shall be restricted to the covenants of this agreement. The Owner shall execute needful legal/ formal document with the nominee(s)/ assignee(s) of the Developer and shall also assist on any further requirement in this regard.

28. FORCE MAJEURE

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/ or any other act or commissions beyond the control of the parties hereto.

SCHEDULE

All that piece and parcel of land measuring an area of 8.24 decimals (Eight point Two Four Decimals), under C.S. Khatian No.29, R.S. Khata No. 220, C. S. Plot Nos. 89 and 90, R. S. Plot No. 110, Within Mouza Baramuri, Mozua No. 03, under Police Station Dhanbad, within the local limit of Dist. Dhanbad, Jharkhand being butted and bounded by :-

STAR DEVELOPER
श्री Kishore Sahay
Partner

श्री ०२१११०३११
 Vjay Kishore Sahay
 Ruby Sahay
 Shikha Sahay
 श्री Kishore Sahay
 23.10.2021

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North : Colony Plot No. 29
 South : :Colony Road
 East : :Colony Plot No. 32
 West : Colony Road

Registration fees paid on Govt. value of land (commercial other road) which comes to Rs.80,28,800/- only

IN WITNESS WHEREOF the parties hereto have signed this Development Agreement at Dhamsa on 23.10.2021 Day of October in presence of the witnesses, named hereunder:-

श्री ०२१११०३११
 23.10.2021
 OWNERS
 VJay Kishore Sahay
 Ruby Sahay
 Shikha Sahay
 श्री Kishore Sahay
 DEVELOPER 23.10.2021

WITNESSES:
 1. श्री मंगलेश्वर
 श्री लक्ष्मी मंगलेश्वर
 श्री B Q मंगलेश्वर

2. Pradyut Roy
 s/o, Late P. K. Roy,
 Banic more, Dhamsa.
 23.10.2021

श्री ०२१११०३११
 श्री ०२१११०३११
 श्री ०२१११०३११

STAR DEVELOPER
 श्री Kishore Sahay
 Partner