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203



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : fea7412b4f5902c5e5a1

Receipt Date : 07-Mar-2025 08:15:19 pm

Receipt Amount : 50/-

Amount In Words : Fifty Rupees Only

Token Number : 202500031771

Office Name : SRO - Deoghar

Document Type : Development Agreement

Payee Name : KUNAL VATS ( Vendee )

GRN Number : 2501142320

VATS CONSTRUCTION

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Proprietor



निबंधन अधिनियम 1908 के अधीन  
और खैरानागपुर/संथालपरगना टेनेन्सी एक्ट की  
धारा 2 के अधीन भी प्राप्त है और  
इण्डियन स्टाम्प एक्ट 1899 की अनुसूचि A(1) के  
खण्ड 5(C) के अधीन यथावत स्टाम्प सहित  
(या स्टाम्प शुल्क से विमुक्त या स्टाम्प शुल्क अपेक्षित नहीं)

For Office Use :-

D. Agreement

Stamp  
50/-

MANOJ KUMAR  
निबंधन परामर्शदाता

Secured  
AIB - 703205  
LL - 119  
PR - 1

08/03/2025

SABITA KUMARI

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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Kunal Vats

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into at Deoghar this  
9th day of March, 2025.

### **BETWEEN**

**SUMITRA DEVI**, aged about 75 Years, W/O- LATE SHAKTI PPRASAD SINGH, D/O Late Nakkat Singh, by Category General, by occupation House Wife, resident of Village: KAPASI POST-KARANDEY, P.S-CHEWARA, KARANDEY, SHEIKHPURA. BIHAR PIN-811304 Aadhar No XXXX XXXX 2321 and Pan No CISPD9092F, hereinafter referred to as the **FIRST PART/ THEOWNER**" (which terms and expression unless excluded by or repugnant to the context shall mean and include his heir's representatives, executor's administrators and assigns) of the **ONE PART** execute this Development Agreement and sign the same, after being fully satisfied with all the agreed term and conditions recited in the deed.

### **AND**

**VATS CONSTRUCTION**, a Company having its registered Office at Plot No- 41. Rupaspur, Near Jalalpur Height, VivekVihar Colony, Patna, Bihar Pin: 801503 through its Managing Director **KUNAL VATS** Aged about 36 years (Aadhar No. XXXX XXXX 4201) S/O Shri Lalan Kumar Singh, GrandSon/O Late Ram Deo Prasad Singh by Category General, Resident of FN-B6, SHAILVILLA APAT, BUDDHA COLONY, BORING ROAD, PATNA-BIHAR, PIN- 800001, Pan

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सुमित्रा देवी



भा. सुमित्रा देवी विवाह नाम को/सदस्य...  
 निवासी... क.पा.सी...  
 जो लेखक/वापस...  
 का कार्ड...  
 मे से...  
 ता. 08-03-2025...  
 (समय) विवाह के लिए...  
 उपस्थित का प्रमाण

दिनांक...  
 [Signature]

सुमित्रा देवी



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No AFIPV3729E, Mobile No 9334855845 hereinafter referred to as 'THE SECOND PART/ DEVELOPER' (which term and expression unless excluded by or repugnant to the context shall mean and include its legal heirs /successors in Office and assigns or nominee) of the OTHER PART.

1. WHEREAS the owner(s) having purchased a piece and parcel of Basauri Land measuring an area of 3202.5 SQFT of Khata No 20/3423, Part of Plot No 311 situated at SALONATANR, P.S- DEOGHAR Thana No 253 (Old Ward No. 10) New Ward No. 15 from one Gyan Pasanna Bhattacharjee through a Registered Sale Deed vide Deed No. 2657 for the year 1995, inter se and got their names mutated. The property (LAND) aforesaid and is more fully described in Schedule 'A' hereto which forms part of the Development Agreement.
2. AND WHEREAS the owner(s) owns and possess the aforesaid Schedule A property which is in their exclusive possession with absolute right, title and interest and is free from all encumbrance, debts, lien, charges and attachment and is in good marketable condition and they have good rightful power and absolute authority and title to transfer the whole or part of the Schedule A property.
3. AND WHEREAS the owner(s) is interested in getting the Schedule-A land developed and multi storied Residential building/Commercial constructed on the entire land measuring (3202.5 Sq. Ft.)
4. AND WHEREAS accordingly the owner(s) being interested in its Development in the manner stated hereinabove have independently

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approached the Developer to develop Schedule-A property with a view to acquire Residential building in exchange for the full and final value of its exclusive Schedule-A land.

5. AND WHEREAS the Developer has agreed and accepted to develop the owner's Schedule A of the plot aforesaid at its own cost and construct thereon a multi storied residential/ Commercial building to be known as "BAIDYANATH ARCADE " which will be earthquake proof and in accordance with latest construction technologies using building materials of the standard quality, with the specifications more fully described in Schedule-B.
6. AND WHEREAS it is to be made clear that whatever tax/taxes in respect of the land under Development Agreement and after possession Letter would be due either of DMC or of Anchal office or any other taxes relating to GST other property tax imposed by Government if any would be paid by land owners in respect of their share, Developer shall not be responsible for that. After payment of all such taxes only and to have a clearance certified, the Developed shall hand over the built up flat/car Parking and other common areas to the Land owners. They will produce the separate Rent receipts before registration of the present agreement.
7. AND WHEREAS the Developer, has agreed to give the owners in consideration of the Development of the land owner's 50% (Fifty percent) of the total built up area of the aforesaid

Residential/commercial building in addition with 50% Parking area and herein after known and referred to as owner's portion Remaining 50% residential Built up area along with 50% parking spaces falling to the share of the Developer shall hereinafter be known and referred to as Developer's portion:- AND PROVIDED ALWAYS THAT subsequent to the sanction and approval of the Map Plan of the Residential/commercial building by the Deoghar Municipal Corporation the owner and the Developer would execute a supplementary agreement delineating and specifying as per respective share, the owner's portion and the Developer's portion in the above said Residential/ commercial building.

8. AND WHEREAS the owner's and the Developer agree that after completion of construction of the Residential/ commercial building both the owners and the Developer shall be absolute owners of their portions and they will be entitled to hold/transfer/sell their respective shares.
9. AND WHEREAS immediately after the execution and registration of this Development Agreement the Developer shall proceed expeditiously with preparation of the plans and drawings for the aforesaid Residential/ Commercial Building.
10. AND WHEREAS both the owner(s) and Developer agree that for the approval of the plan of the aforesaid Residential/ Commercial building, the Developer will take all required steps and sign all

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necessary papers but in case it becomes incumbent for the satisfaction of Concerned Authority that the owner should sign papers the owner or the person representing it in law will do it. And all the costs or expenses relate to such approval/sanction of plan will be borne by the Developer alone and it is also agreed that wherever as per rules of sanctioning authority if alteration or revision of the said plan is necessitated, it will be done by the Developer at its own cost.

11. AND WHEREAS the owner(s) of the Schedule-A land, have agreed that Developer will have the absolute authority to sell the Developer's portion of the total built up area out of the aforesaid Residential/ commercial building as well as parking space. Allotments and the bookings by Developer to the prospective buyers of both the owner's and its own portion(s) can be made at any time after the execution and registration of this Agreement followed by sanction and approval of Map Plan by the Municipal Authority and payments can be received by the Developer in respect thereof.

12. AND WHEREAS certain terms and conditions have been mutually agreed upon by and between the owner and the Developer with regard to the development and construction of the aforesaid residential building

NOW THIS DEED WITNESSETH and it is hereby agreed and declared by the parties hereto as follows:-

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Dr. N. K. H. J. S.

- a. That the owner(s) above named has agreed to appoint the developer as the Developer of the said land and to entrust to it the rights to develop and transfer sell and convey the developer's portion of built up earmarked as developer portion and the Developer agrees to undertake the development of the said land and to plan develop and construct, subject to the conditions of this deed Residential flats/ commercial space and parking spaces in the said multi stories Residential building on the said land.
- b. That the owner(s) will have their share comprising 50% (Fifty) of the total built area which will be constructed, fully completed and perfectly finished by the Developer at its own cost using building materials of the standard quality and shall be transferred/ sold, and conveyed to different buyers by the owner and the said transfer shall constitute full and final consideration to the owner for the title and use of the Schedule A land.
- c. That the time limit for completion of the Residential building in duly operative and fully functional condition on the land described in Schedule-A shall be 60(sixty) months reckoned and computed from the day of RERA (Real Estate Regulatory Authority) approval. This period however will be subject to circumstances beyond the control of the Developer and in consideration of which the owners may extend the period of completion for 12(twelve) months more beyond the stipulated period of completion of the building of 60 (sixty) months.

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13. That it is agreed that the Developer shall be entitled to develop Schedule-A by constructing Residential flats/ commercial space/ parking space strictly in accordance with the building plan and specification subject only to very minor modifications within the Jharkhand Building bye-laws or Jharkhand Municipal Act norms and rules with the written approval of the said authority during construction and the Developer will be entitled to select prospective buyer for the built up area in Developer's share.

14. That the owner hereby authorizes the Developer to do all acts/deeds matters things including the following subject to the provisions of this Agreement and in accordance with the norms and bye laws of the Deoghar Municipal Corporation in accordance with Jharkhand Municipal Act.

- a. To file applications to concerned authority for obtaining electric connection,
- b. To appoint Architect, Surveyor, Engineers, Contractors, and other persons with a view to expedite the construction and development.
- c. And generally, to do all acts, deeds and things for developing the said land.

15. That it is agreed that the Developer shall have the right to seek loan from any financial institution Bank on the basis of only its 50% share in the Schedule- A project However, the 50% share of the owner(s) in the Schedule-A project will remain free and unaffected by any such action of

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the Developer in relation to its pursuit of loan from financial institution/  
Bank, for early completion of the said Residential building.

16. That the owner hereby declares. -

- a. That no notice under or notification for acquisition under the statutes for the time being in force has been issued, served or received by it affecting the said property or any part thereof and owner is entitled to develop/or get developed the said land.
- b. That no notice under any order passed by the Deoghar Municipal Corporation in accordance with Jharkhand Municipal Act, has been served to the owner with regard to Schedule-A land,
- c. That there is no prohibition of Municipal Authority or any other Authority concerning or affecting the said land or any part thereof
- d. That there has been no attachment either before or after any judgment and there are no decrees injunction orders issued at the instance of any party.
- e. That apart from the owners no one else is entitled to the said land or any part thereof.

17. That owners hereby undertake not to sell, dispose of or alienate the said land or any part thereof for purpose of development pursuant to this Development Agreement with the ultimate object of granting and transferring the land to be developed as aforesaid by the Developer and further undertake not to do any act, deed or thing as shall be a contravention of the declaration made by it in the preceding clauses. In

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any event the owner without prejudice to the foregoing declaration agrees and undertakes to remove obstacles and clear all outstanding doubts or defects, if any in relation to the said Schedule-A land.

18. That the owner(s) agree that in case the developer comes up with some other project adjacent to the above project without in any way intruding upon the project land, the owner will have no objection to it whatsoever.
19. That the owner(s) agree that no legal proceeding is the going on in court with respect to the above land and that if any levy is imposed by the Deoghar Municipal Corporation or any other public body or the Government for the development/betterment of the area in which the said land is located or any other levy becomes payable on the said land then the same shall be borne and paid by the owner and Developer jointly in the same proportion as their respective proportion of built up area in the building to be constructed.
20. That it has been agreed that in case of any difference or dispute arising out of any matter referred to in this Agreement, the same shall be referred to a sole arbitrator to be appointed by the owner and the Developer with mutual consent for settlement of the dispute. And the decision of the sole arbitrator shall be final and thereto binding upon the parties.

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21. That it has been agreed that the owners shall bear and pay all outstanding charges and dues of whatsoever nature due and payable in respect of Schedule A land including ground rent tax and other outstanding charges up to the date of this Agreement. Thereafter (from the date of this Agreement) all rent taxes etc. shall be paid by the Developer and the Developer will keep the owner indemnified against the same.
22. That it has been agreed that the Developer shall indemnify the owner and always keep at indemnified in respect of any claims, damages, compensation - in consequence of any injury or accident sustained by any workman, artisan or invitees or other persons whether in the employment of the Developer or not while in or upon the said land during the period of the construction of the said Residential/ Commercial building thereon.
23. That it is further agreed and undertaken by the Developer that the Developer will not transfer, convey, grant and otherwise alienate the owner's portion to any person, firm company.
24. That the buyers of owner's portion as well as Developer's portion will be entitled to equitable undivided proportionate share in the land Schedule-A.
25. That after Five years of completion of the construction of the Residential/ Commercial building and coming into its possession all the buyers/ Land Owner will form a managing committee to look after and

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manage the maintenance of the building, with all of them sharing together the expenses to be entailed therefore (First Five Years after completion of building. Developer has to manage and maintain the building). In course of maintenance of First Five Years, maintenance expense will be beared by Flatiers/Land Owners/ Renter, whowill have to pay Rs 3.00 per Sq/ft. every month.

26. That the owner agrees that minor permissible deviations in the sanctioned plan of the building may take place during construction as per technical advice which may cause minor changes in the total built up area of the plan within the norms and rules of Jharkhand Building Bye Laws and in accordance with Deoghar Municipal Corporation Act and that the developer agrees that in any case it will not do anything or any such act as would amount to violation of norms, regulations, rules and bye laws of the said Authority or as made applicable by the such Authority. In case any such deviation takes place the Developer agrees to keep the owner indemnified with regard to such deviation if it involves payment of the fine fee or demolition of any part or portion of the said Residential Building and the same shall be the liability and responsibility of the Developer alone. And in case if any demolition takes place the cost over it together with the cost of reconstruction shall be the duty and responsibility of the Developer alone.

- a. That the owner declares that with respect to the above land there is no agreement/arrangement from before.
- b. To accept service of any writ summons or other legal process or notice and to appear and represent the land owners in any court or before any

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Magistrate Judicial Tribunal and other statutory authorities in connection with the development of the said property and to commence or file suits, actions or other proceeding in any Court or before any Public or Tribunal relating to the development of the said property or part or parts thereof and for any of purpose aforesaid to sign, execute, and deliver or file all necessary Vakalatnamas, Claims, Plaints, Order, Applications, Affidavits, Petitions and other Documents, Paper and writing to protect the interest of the landowner with regard to the said property.

27. That this Agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

28. That after approval of Final plan and other Drawings by DMC, the owner and Developer will finalize the modus operand of distribution of their 50% shares in built up area.

29. That If the developer does not commence the work on or before the approval date given by RERA, the developer shall give back the possession of land to owner. If the developer fails to give back the possession of land to owner, the developer shall pay a penalty of Rs. 1,00,000/- (Rupees one lakh) monthly to the owner till the possession is given back to the owner.

30. That this agreement has two Schedules i.e. Schedule A of total land of this agreement and Schedule B TECHNICAL & QUANTITY SPECIFICATIONS OF FLATS, PARKING ETC.

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SCHEDULE-A

*[Handwritten Signature]*  
VATS CONSTRUCTION  
*[Handwritten Signature]*  
Proprietor

Description of the Land/Property under This Development Agreement.

All that part and parcel of Land Situated and laying on Circular Road Town, B. Deoghar, District- Deoghar, Police Station : Deoghar, measuring area 3202.5 Square Feet equivalent to 7.35 dismil, Part of Town Plan Plot No. 311 of Mouza Salonatanr, Thana No. 253, under Municipal Khata No. 20/3423, Deoghar Municipal Corporation (Old Ward No. 10) Current Ward No. 15 in the Police Station, Subdivision, Sub Registry and District Deoghar , (Jharkhand), within the limits of Deoghar Municipal Corporation having Residential cum Commercial use and the same is bounded as follows :-

North: Sub-Plot No. 2 of Smt. Reena Singh (Length 70 ft.)

South: State Bank of India Staff Training Centre (Length 70ft)

East: Sub Plot No.16 of Gyan Pasanna Bhattacharjee (Length 45 ft 9 inch)

West: Circular Road. (Length 45 ft 9 inch)

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*[Handwritten Signature]*  
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SCHEDULE-B

FEATURES AND SEPCIFICATIONS OF FLATS

1. Structure: RCC structure as per design
2. Brick Work: 1st class Brick set in cement mortar (1:6)
3. Plaster: Inner and outer wall will have cement Plaster (1:6) and ceiling plaster in (1:4:5)
4. Door Frame: Good Quality of Sal Wood/Panel Chaukhat/RCC Chaukhat.
5. Window/Shutters : UPVC Window with iron grill Wooden flushed door specify brand shutter in single opening duly painted & fitted with necessary aluminum fitting.
6. Door/ Shutter: Wooden flushed door specify brand shutter in single opening duly painted & fitted with necessary aluminum fitting
7. Flooring: Double Charged Vitrified Tiles flooring in all areas of Flat Flooring.
8. Bathroom: White Ceramic tiles up to windows/sill level with glazed vitreous sanitary ware. Acrylic or Fabric cistern, ESSSCO or equivalent CP

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fitting Hot & cold Water Pipes will be provide.

9. Kitchen:

Working platform will be of Granite Slab 18th height dado of white ceramic tiles platform with steel sink.

10. Washing:

Internal wall have P.O.P/Putty and cement Primer and outer cement putty/ weather proof cement putty Water proof cement colour 6" boring fitted with submersible pump overhead tank and proper.

11. Water Supply:

S.I. pipe with fitting.

12. Electric Fitting:

Adequate points for lighting ie Bulb, Fans, Mercury, Freeze, Washing Machine, Air Conditioner will be provided.

14. Painting:

All doors shutter will be painted with white paint of good quality.

15. Note:

Theabovespecificationsaresubjecttominor Changes as may be decided bythepromoters/ architects and builders in the overall interest of the project.

Declaration: The aforementioned Schedule Property is perfectly marketable and saleable in nature. The Schedule Property is neither Keshar-e-Hind, Gairmajurwa, Forest Land, or of any other Government Authority/ Department, nor is acquired by any Government Authority. The Schedule Property is also neither Gocher, nor belongs to any Schedule Category, neither belongs to any Religious Place of Worship nor belongs to any Burial Ground. No litigation is pending against this property in any Court of Law in India and L.P.C. is obtained for the same from Anchal vide No. 306 dated 13/02/2025.

**IN WITNESS WHEREOF** the parties hereto have executed and delivered these presents on the day, month and year first above written. In the presence of

Witnesses:-

1. Abinash Kumar Dipaul  
s/o Late Shakti Prasad Singh  
vill: Kapesi, P.O. + P.S : Karendra  
Dist: Sheikhpura.

Present add. :- opposite Radherpam  
Apartment, Shindwar Tola, Newarea  
Moratadi, Ranchi - 834008

2. Mob. No. 9431165712

शक्ति प्रसाद सिंह  
स/पिता लाल प्रसाद सिंह  
शिवपुरी जिला  
कपेसी

शक्तिप्रसाद सिंह

Signature of First Part

**VATS CONSTRUCTION**

Kunal Vats Proprietor

Signature of Second Part

Drafted by  
Shailish Nandi  
Advocate  
Deoghar: 8/3/25  
EM.No. 2620/2000

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Form for Finger Impression:

VATS CONSTRUCT

Kunal Vats Prop

सुमित्रादेवी



Little Finger	Ring Finger	Middle Finger	Four Finger	Thumb

सुमित्रा देवी

सुमित्रा देवी



Little Finger	Ring Finger	Middle Finger	Four Finger	Thumb

Kunal Vats

Kunal Vats

	Little Finger	Ring Finger	Middle Finger	Four Finger	Thumb

Prepared and drafted by me and read over and explained to the executants hereto, who admitted it to be true and correct, and has put the Left Hand Finger Prints, along with all the signatures in my presence.

Shalika Nandha  
Advocate  
Deeghar  
8/09/25

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Proprietor